HESSEQUA MUNISIPALITEIT

AGENDA

RAADSVERGADERING

WOENSDAG 29 APRIL 2026
OM 10:30

24 April 2026

Raadslede
Hessequa Munisipaliteit
Posbus 29
RIVERSDAL
6670

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

WOENSDAG

29 APRIL 2026

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

1. OPENING EN VERWELKOMING

2. KONSTITUERING / AANSOEKE OM VERLOF

3. VERKLARINGS EN MEDEDELINGS DEUR DIE SPEAKER

4. VERKLARINGS EN MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER

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

6. GOEDKEURING VAN NOTULES

6.1 Notule van ‘n Raadsvergadering gehou op 26 Maart 2026 6

6.2 Notule van ‘n Spesiale Raadsvergadering gehou op 17 April 2026 28

7. ONDERHOUDE MET AFVAARDIGINGS

Geen

8. KENNISNAME VAN VERSLAE VAN UITVOERENDE BURGEMEESTERSKOMITEE

8.1 Verslag van ’n Uitvoerende Burgemeesterskomitee vergadering gehou op 25 Februarie 2026 34

9. SAKE VIR BESPREKING

9.1 REPORT ON THE TERMINATION AND POSSIBLE RENEWAL OF THE SERVICE LEVEL AGREEMENT OF THE LOWER BREEDE RIVER CONSERVANCY TRUST 73

9.2 HOUSE SHOP POLICY REVIEW: MARKET AREA ASSESSMENT 93

9.3 KANSELLASIE VAN KOOPOOREENKOMS TUSSEN HESSEQUA MUNISIPALITEIT EN GENKEN PROPERTIES CC T.O.V ‘N GEDEELTE VAN RESTANT VAN ERF 281 (ONGEVEER 1.6 HA), GOURITSMOND.....105

9.4 PAYMENT OF CONTRIBUTION TO THE HESSEQUA ARCHAEOLOGY ASSOCIATION AND JONGENSFONTEIN RESIDENTS' ASSOCIATION 145

9.5 ICT CLOSE-OUT FEEDBACK REPORT SECURITY INCIDENT (NOV/DEC 2025) 150

9.6 WYSIGING VAN DIE MUNISIPALE KODE: WYSIGING VAN BEGRAAFPLASE EN KREMATORIA VERORDENING: PUBLIEKE DEELNAME PROSES 173

9.7 ORGANOGRAM CHANGES: DEVELOPMENT PLANNING 289

9.8 SUBSTANCE ABUSE AND EMPLOYEE ASSISTANCE (EAP) POLICIES 296

9.9 QUARTERLY BUDGET MONITORING FOR LOCAL AUTHORITIES (SECTION 52) – MARCH 2026 – 3RD QUARTER 310

6. GOEDKEURING VAN NOTULES

HESSEQUA MUNISIPALITEIT

NOTULE

RAADSVERGADERING

DONDERDAG 26 MAART 2026
OM 10:30

1. OPENING EN VERWELKOMING

Die Speaker, Rdl MC van den Berg, heet almal teenwoordig welkom en Rdl J Hoogbaard 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 D Lewis-Michaels
Rdl LC February	Mnr R Manho
Rdl Jennifer Hartnick	Me S Sanders
Rdl Johannes Hartnick	Mnr A Kleynhans
Rdl J Hoogbaard	Mnr L de Villiers
Rdl NA Joseph	Mnr L Jansen
Rdl S Le Roux	Me R Erasmus
Rdl L Pieterse	
Rdl G Riddles	
Rdl HJ Saayman	
Rdl BD Smith	
Rdl CP Taute	Me M Adams (notuleerder)
Rdl MC van den Berg	
Rdl B van Noordwyk	

2.2 Verskoning / Verlof

Geen

Die Speaker kondig aan dat die vergadering gekonstitueer is.

3. VERKLARINGS EN MEDEDELINGS DEUR DIE SPEAKER

3.1 Die Speaker verwelkom die Voorsitter en die lede van MPAC by die Raadsvergadering.

4. VERKLARINGS EN MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER

Geen

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

Geen

6. GOEDKEURING VAN NOTULES

BESLUIT:

6.1 Dat die Notule van ’n Raadsvergadering gehou op 25 Februarie 2026 goedgekeur word.

Voorstel Rdl RG Davids, sekondant Rdl S Le Roux

7. ONDERHOUDE MET AFVAARDIGINGS

Geen

8. KENNISNAME VAN VERSLAE VAN UITVOERENDE BURGEMEESTERSKOMITEE

8.1 Dat kennis geneem word van die verslag van ’n Spesiale Uitvoerende Burgemeesterskomitee vergadering gehou op 23 Januarie 2025.

Voorstel Rdl HJ Saayman, sekondant Rdl J Hoogbaard

8.2 Dat kennis geneem word van die verslag van ’n Uitvoerende Burgemeesterskomitee vergadering gehou op 28 Januarie 2025.

Voorstel Rdl HJ Saayman, sekondant Rdl B van Noordwyk

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

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

9. SAKE VIR BESPREKING

Rdl HJ Saayman maak ‘n voorstel gesekondeer deur Rdl J Hoogbaard dat Item 9.17 onttrek word.

9.1 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: 26 Maart 2026

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

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

Dat die Raad kennis neem van die onafgehandelde Raadsbesluit en die vordering tot op hede met betrekking tot die versoek van die Slangrivier Gemeenskaplike Eiendoms Vereniging, om die meentgrond op Gedeelte 0 van Plaas 309, Slangrivier, oor te neem.

Voorstel Rdl GL Boezak, sekondant Rdl S Le Roux

Die voorstel word eenparig as ‘n besluit aanvaar.

9.2 VERKOOP VAN ERWE 2289 (1500 VK.M) & 1858 (500 VK.M), MELKHOUTFONTEIN

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

Meeting date / Vergadering datum: 26 Maart 2026

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 B van Noordwyk maak ’n voorstel gesekondeer deur Rdl HJ Saayman

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

Dat die Raad kennis neem van die onafgehandelde Raadsbesluit en die vordering daarvan tot op hede, met verwysing na die vervreemding van Erwe 2289 & 1858, Melkhoutfontein.

Voorstel Rdl B van Noordwyk, sekondant Rdl HJ Saayman

Die voorstel word eenparig as ‘n besluit aanvaar.

9.3 VERKOOP VAN ‘N GEDEELTE (ONGEVEER 36 VK.M) VAN ERF 697, DAGERAADSTRAAT, WITSAND

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

Meeting date / Vergadering datum: 26 Maart 2026

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 J Hoogbaard maak ’n voorstel gesekondeer deur Rdl S Le Roux.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

Dat die Raad kennis neem van die onafgehandelde Raadsbesluit en die vordering daarvan tot op hede, met betrekking tot die vervreemding van ‘n gedeelte (ongeveer 36 vk.m) van Erf 697, Dageraadstraat, Witsand.

Voorstel Rdl J Hoogbaard, sekondant Rdl S Le Roux

Die voorstel word eenparig as ‘n besluit aanvaar.

9.4 VERKOOP VAN 'N GEDEELTE VAN DIE RESTANT VAN ERF 238 (ONGEVEER 6100 VK.M), STILBAAI-OOS

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

Meeting date / Vergadering datum: 26 Maart 2026

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

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

Dat die Raad kennis neem van die onafgehandelde Raadsbesluit en die vordering daarvan tot op hede, met verwysing na 'n gedeelte (ongeveer 6100 vk.m) van die restant van Erf 238, Stilbaai-Oos.

Voorstel Rdl RG Davids, sekondant Rdl HJ Saayman

Die voorstel word eenparig as 'n besluit aanvaar.

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

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

Meeting date / Vergadering datum: 26 Maart 2026

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

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

Dat die Raad kennis neem van die uitstaande Raadsbesluit en die vordering daarvan tot op hede, met betrekking tot die vervreemding van ‘n gedeelte (ongeveer 350 vk.m) van Erf 2936, Bessiestraat, Stilbaai-Wes.

Voorstel Rdl BD Smith, sekondant Rdl RG Davids

Die voorstel word eenparig as ‘n besluit aanvaar.

9.6 VERKOOP VAN ‘N GEDEELTE (ONGEVEER 306 VK.M) VAN ERF 378, STASIESTRAAT ALBERTINIA

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

Meeting date / Vergadering datum: 26 Maart 2026

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 HJ Saayman maak ’n voorstel gesekondeer deur Rdl J Hoogbaard.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

Dat die Raad kennis neem van die onafgehandelde Raadsbesluit en die vordering daarvan tot op hede, met verwysing na ‘n gedeelte (ongeveer 306 vk.m) van Erf 378, Stasiestraat, Albertinia.

Voorstel Rdl HJ Saayman, sekondant Rdl J Hoogbaard

Die voorstel word eenparig as ‘n besluit aanvaar.

9.7 VERKOOP VAN ‘N GEDEELTE (ONGEVEER 94 VK.M) VAN DIE RESTANT VAN ERF 164, JONGENSFONTEIN

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

Meeting date / Vergadering datum: 26 Maart 2026

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

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

Dat die Raad kennis neem van die onafgehandelde Raadsbesluit en die vordering daarvan tot op hede, met betrekking tot die verkoop van ‘n gedeelte van die restant van Erf 164, Jongensfontein aan Mev I.C Fourie Kruger.

Voorstel Rdl RG Davids, sekondant Rdl B van Noordwyk

Die voorstel word eenparig as ‘n besluit aanvaar.

9.8 VERKOOP VAN ‘N GEDEELTE (ONGEVEER 200 VK.M) VAN ERF 642, STILBAAI-WES

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

Meeting date / Vergadering datum: 26 Maart 2026

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

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat ingevolge Artikel 14 (1) en 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, ‘n gedeelte (ongeveer 200 vk.m) van Erf 642, Stilbaai-Wes nie benodig

word vir die lewering van basiese Munisipale dienste nie en die Komitee het die beraamde billike markwaarde van die eiendom en die gemeenskapswaarde oorweeg.

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 200 vk.m) van Erf 642, Stilbaai-Wes aan Rochstrei Trust **goedkeur**, 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 is, waarvan die gemiddelde op R 587 500.00 (BTW uitgesluit) bereken is, welke as koopsom sal dien.

   2.3 Dat die eiendom onderverdeel en met Erf 3038, Stilbaai-Wes gekonsolideer word.

   2.4 Dat kennis geneem word dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer was vir besware en/of kommentare en dat geen kommentare en/of besware ontvang is nie. Die aansoek is ook na Nasionale en Provinsiale Tesourie verwys vir kommentaar en is die kommentaar reeds hierin in ag geneem.

   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.

Voorstel Rdl BD Smith, sekondant Rdl RG Davids

Die voorstel word eenparig as ‘n besluit aanvaar.

9.9 VERKOOP VAN ERF 521, HEIDELAAN, MELKHOUTFONTEIN

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

Meeting date / Vergadering datum: 26 Maart 2026

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

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 is, waarvan die gemiddelde op R 25 100.00 (BTW uitgesluit) bereken is, welke as koopsom sal dien.
   - 2.3 Dat die eiendom met Erf 520, Melkhoutfontein gekonsolideer word.
   - 2.4 Dat kennis geneem word dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer was vir besware en/of kommentare en dat geen kommentare en/of besware ontvang is nie. Die aansoek is ook na Nasionale en Provinsiale Tesourie verwys vir kommentaar en is die kommentaar reeds hierin in ag geneem.
   - 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.

Voorstel Rdl RG Davids, sekondant Rdl HJ Saayman

Die voorstel word eenparig as ‘n besluit aanvaar.

9.10 HERSIENING VAN 2025/2026 DIENSSTANDAARDE GELDIG VIR DIE MAART TOT JUNIE 2026 PERIODE

File number / Verwysingsnommer: 6/4/1

Meeting date / Vergadering datum: 26 Maart 2026

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 BD Smith maak ’n voorstel gesekondeer deur Rdl B van Noordwyk.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad kennis neem dat die diensstandaarde elke 4 maande hersien word.
2. Dat die Raad die 2025/2026 diensstandaarde vir die Maart tot Junie 2026 periode goedkeur.

Voorstel Rdl BD Smith , sekondant Rdl B van Noordwyk

Die voorstel word eenparig as ‘n besluit aanvaar.

9.11 HESSEQUA INFORMAL RELIEF POLICY

File number / Verwysingsnommer: 17/5/B

Meeting date / Vergadering datum: 26 March 2026

Report by / Verslag deur: Manager: Housing – C Duthie

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr BD Smith makes a proposal seconded by Cllr HJ Saayman.

There was no counter proposal.

RESOLUTION / BESLUIT

That Council approve the Hessequa Informal Relief Policy.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

The proposal was adopted unanimously as a resolution.

9.12 HESSEQUA MUNICIPAL REVISED DISASTER MANAGEMENT PLAN

File number / Verwysingsnommer: 17/9/2

Meeting date / Vergadering datum: 26 March 2026

Report by / Verslag deur: Manager: Channell Swartz: Protection Services

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 Revised Disaster Management Plan.

Proposer Cllr GL Boezak , seconded Cllr S Le Roux

The proposal was adopted unanimously as a resolution.

9.13 2024/2025 OVERSIGHT REPORT & ANNUAL REPORT

File number / Verwysingsnommer: 4/7/2

Meeting date / Vergadering datum: 26 March 2026

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

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr ME Dayimani requests a caucus at 10:56.

The Speaker allows a caucus.

The meeting resumes at 11:03.

The Speaker gives the Chairperson of MPAC, Cllr Johannes Hartnick the opportunity to inform Council regarding the item.

Cllr Davids requests that in accordance with Order rule 34, no video recordings be made in the Council Chamber as it is disruptive.

Cllr L Pieterse leaves the meeting at 11:14 and returns at 11:17.

The Speaker adjourned the meeting at 11:25 to reach consensus between the whips of the different parties on the taking of videos by the public in the Council Chamber.

The meeting resumes at 11:34.

The Speaker rejects Cllr RG Davids' point of order.

Proposal 1

1. That Council adopt the Hessequa Oversight Report in terms of Section 129 of the Municipal Finance Management Act (MFMA).
2. That Council approve the Annual Report 2024/2025 in terms of section 129 of the Municipal Finance Management Act without reservations.
3. That the Oversight Report of the Hessequa Municipality be made public in terms of Section 129(3) of the Municipal Finance Management Act and be submitted to the Western Cape Legislature in terms of Section 132(2) of the MFMA.
4. That the minutes of the meetings of Council and the Municipal Public Accounts Committee (MPAC), be submitted to the Auditor General, the Provincial Treasury and the Western Cape Department for Local Government and Housing, in terms of Section 129(2) of the Municipal Finance Management Act.

Proposer Cllr HJ Saayman, seconded Cllr S Le Roux

Proposal 2

That the Oversight and Annual report be noted with reservations.

Proposer Cllr CP Taute, seconded Cllr ME Dayimani

Voting commences by the show of hands.

Proposal 2 – 6 votes

Proposal 1 – 10 votes

Abstain from voting: 1

Proposal 1 is accepted as a resolution.

RESOLUTION / BESLUIT

1. That Council adopt the Hessequa Oversight Report in terms of Section 129 of the Municipal Finance Management Act (MFMA).

2. That Council approve the Annual Report 2024/2025 in terms of section 129 of the Municipal Finance Management Act without reservations.
3. That the Oversight Report of the Hessequa Municipality be made public in terms of Section 129(3) of the Municipal Finance Management Act and be submitted to the Western Cape Legislature in terms of Section 132(2) of the MFMA.
4. That the minutes of the meetings of Council and the Municipal Public Accounts Committee (MPAC), be submitted to the Auditor General, the Provincial Treasury and the Western Cape Department for Local Government and Housing, in terms of Section 129(2) of the Municipal Finance Management Act.

Proposer Cllr HJ Saayman, seconded Cllr S Le Roux

The following Councillors requested that their countervote be noted for item 9.13:

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

9.14 DRAFT REVIEW REPORT 2022-2027 INTEGRATED DEVELOPMENT PLAN (IDP)

File number / Verwysingsnommer: 15/1/8

Meeting date / Vergadering datum: 26 March 2026

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

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr GL Boezak makes a proposal seconded by Cllr J Hoogbaard.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council approve of the draft Review Report 2022-2027 Integrated Development Plan.
2. That the draft Reviewed 2022-2027 Integrated Development Plan be made public for comment.
3. That the draft Reviewed 2022-2027 Integrated Development Plan be sent to the Garden Route District Municipality to give effect to Section 3(6) of the Municipal Planning and Performance Regulations of 2001.

Proposer Cllr GL Boezak, seconded Cllr J Hoogbaard

The proposal was adopted unanimously as a resolution.

9.15 HERSIENING VAN DIE GOEDGEKEURDE 2025/2026 (3DE HERSIENING) DELEGASIE REGISTER

File number / Verwysingsnommer: 6/1/4

Meeting date / Vergadering datum: 26 Maart 2026

Report by / Verslag deur: Bestuurder: Regsdienste & 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 RG Davids.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

Dat die Raad die gewysigde Delegasie Register 2025/2026 (3de hersiening) ingevolge Artikel 59 van die Plaaslike Regering: Munisipale Stelselswet (Wet 32 van 2000) goedkeur.

Voorstel Rdl BD Smith, sekondant Rdl RG Davids

Die voorstel word eenparig as ‘n besluit aanvaar.

9.16 AWARDING OF A CONTRACT WHICH WILL INCUR FINANCIAL OBLIGATIONS BEYOND THE BUDGET CYCLE: HES-CORP 07/2425 – THE SUPPLY AND INSTALLATION OF PHOTOCOPIERS, PRINTERS AND A SCANNER FOR A PERIOD OF THREE (3) YEARS

File number / Verwysingsnommer: 8/1

Meeting date / Vergadering datum: 26 March 2026

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

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr J Hoogbaard makes a proposal seconded by Cllr HJ Saayman.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council note the comments received from Provincial Treasury and National Treasury on the contract.
2. That Council determine that the municipality will secure a financial economic benefit from the contract for the supply and installation of photocopiers, printers and a scanner for a period of three (3) years.
3. That Council approve the entire contract exactly as it is to be executed for a period of three (3) years, commencing 1 April 2026 and terminating on 31 March 2029.
4. That the Municipal Manager be authorised to sign the contract on behalf of the municipality.

Proposer Cllr J Hoogbaard, seconded Cllr HJ Saayman

The proposal was adopted unanimously as a resolution.

9.17 APPLICATION FOR DEVIATION FROM THE HOUSE SHOP POLICY: ERF 1992, HEIDELBERG

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 26 March 2026

Report by / Verslag deur: Town Planner: Wessel van Brakel

RESOLUTION / BESLUIT

That the item be withdrawn.

Proposer Cllr HJ Saayman, seconded Cllr J Hoogbaard

9.18 DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT: SCHOONGELEË AND SOEBATTERS VLAKTE FARMS

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 26 March 2026

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

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

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

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council take note of the request by the Department of Land Reform and Rural Development (DLRRD) for access to the municipal farmer database and for collaboration in the verification of active farmers and animal numbers within the Hessequa municipal area.
2. That Council approve that a public meeting be held with all the small scale farmers of Hessequa Municipal Area by DLRRD informing them of the process and the purposes of developing the scientific Settlement Plan.
3. That Council approve that DLRRD complete the verification process of all active farmers and animal numbers.
4. That Council approve that all information to be released comply with the Protection of Personal Information Act, Act 4 of 2013 (POPIA), and that only information required for the Settlement Plan be shared.
5. That Council approve that the results of the verification process be formally reported back to the Committee and Council.
6. That Council approve that Council do not prioritise which Hessequa small scale farmers / groups or co-op's will benefit from the verification process.
7. That Council take note of the small scale farmers from Mossel Bay Municipal Area that will be accommodated on Schoongeleë and Soebatters Vlakte Farms.

Proposer Cllr HJ Saayman, seconded Cllr GL Boezak

The proposal was adopted unanimously as a resolution.

9.19 TABLING OF PROVINCIAL TREASURY CIRCULAR MUN NO. 12/2025 – CONSISTENT ENFORCEMENT OF CREDIT CONTROL OVER THE FESTIVE SEASON

File number / Verwysingsnommer: 5/R

Meeting date / Vergadering datum: 26 March 2026

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

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 note the contents of the Provincial Treasury Circular Mun No. 12/2025 issued on 28 November 2025.

Proposer Cllr B van Noordwyk, seconded Cllr RG Davids

The proposal was adopted unanimously as a resolution.

9.20 APPLICATION FOR ELECTRICITY TARIFF INCREASE FOR THE 2026-27 FINANCIAL YEAR

File number / Verwysingsnommer: 5/5/1

Meeting date / Vergadering datum: 26 March 2026

Report by / Verslag deur: Director: Financial Services (CFO) – Mr. GJ Goliath and Manager: Electrical Services – Mr S Chikamhi

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr BD Smith makes a proposal seconded by Cllr S Le Roux.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council note that the Cost of Supply Study that is now finalised.
2. That Council note that a workshop was held on 18 February 2026 where the Cost of Supply study was presented.

3. That Council note that the municipality will submit a 2026/27 Financial Year Electricity Tariff Application to NERSA by 31 March 2026 of 7.01%.
4. That Council note that the public consultation was conducted from 11 March 2026 to 24 March 2026 with the finalisation of the Cost of Supply study publication and the results will be submitted to NERSA once finalised.

Proposer Cllr BD Smith, seconded Cllr S Le Roux

The proposal was adopted unanimously as a resolution.

The Speaker adjourned the meeting at 12:18 and resumed at 12:25.

The Municipal Manager, Mr A de Klerk, leaves the meeting at 12:43.

9.21 DRAFT BUDGET FOR THE MTREF 2026/2027 PERIOD

File number / Verwysingsnommer: 5/1/1

Meeting date / Vergadering datum: 26 March 2026

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

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

The Speaker gives the Executive Mayor, Cllr G Riddles, the opportunity to inform Council regarding the item.

Cllr G Riddles makes a proposal seconded by Cllr GL Boezak.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council approve the 2026/27 Draft MTREF operating budget as follows:

Description	Budget Year 2026/27	Budget Year 2027/28	Budget Year 2028/29
Total Revenue	882 391 564	930 599 843	963 740 175
Total Expenditure	881 766 438	912 769 327	962 514 383
Surplus/(Deficit)	625 126	17 830 516	1 225 792
Capital Transfers & Subsidies	55 799 150	32 485 250	68 062 600
Surplus/(Deficit) after capital transfers	56 424 276	50 315 766	69 288 392

2. That the following draft tariff increases for 2026/27 be approved:

PROPERTY RATES: 4.5%

WATER: 4.5%

SOLID WASTE: 4.5%

SEWERAGE: 4.5%

ELECTRICITY

All customers except indigent customers		Average 7.01%
Basic fees		7.01%
Indigent 0 – 50kwh	Tariffs Annexure A	Free
51 – 350kwh	Tariffs Annexure A	7.01%

SUNDRY TARIFFS: 0 – 5.6%

RENTALS: Per Contracts

DEVELOPMENT CHARGES

1. Approval in terms of Hessequa Municipal Planning Bylaw of 2015 before 1 July 2023 – **unchanged from 2025/2026**
2. Approval in terms of Hessequa Municipal Planning Bylaw of 2015 after 1 July 2023 – as per table below (unchanged from 2025/2026):

		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 Coeficient 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 draft tariffs as set out in Annexure A be approved with effect from 1 July 2026.
4. That the draft electricity tariffs be approved, **subject to NERSA's approval**.
5. That the following positions are included in the draft MTREF budget for 2026/27.

POST DESIGNATION	DEPARTMENT	DIRECTORATE	T-GRADING	COST TO COMPANY
LAW ENFORCEMENT OFFICER	LAW ENFORCEMENT	COMMUNITY SERVICES	T6	R 308 239
LAW ENFORCEMENT OFFICER	LAW ENFORCEMENT	COMMUNITY SERVICES	T6	R 308 238
ASSISTANT TOWN PLANNER	TOWN PLANNING	DEVELOPMENT PLANNING	T12	R 617 447
MEDIA OFFICER	CORPORATE SERVICES	CORPORATE MANAGEMENT	T6 (Subject to Task evaluation)	R 191 872
				R 1 425 796

6. That the 2026/27 draft MTREF capital budget be approved and financed as follows:

	Budget 2026/27	**Budget 2027/28**	**Budget 2028/29**
Capital Expenditure	**175 369 762**	**140 818 450**	**172 451 600**
Finance Source			
Internally Generated funds	99 570 612	38 333 200	69 789 000
Borrowing	20 000 000	70 000 000	34 600 000
Grants & Subsidies	55 799 150	32 485 250	68 062 600

7. That the budget related policies and By-Laws as set out in Annexure B be approved.
    - Draft Property Rates Policy & By-Law (B1)
    - Draft Indigent Policy (B2)
    - Draft Credit Control and Debt Collection Policy & By-Law (B3)
    - Draft Principles and Policy on Tariffs and Free Basic Services & By-Law (B4)
    - Draft Write-off Policy (B5)
    - Draft Cash Management and Investment Policy (B6)
    - Draft Asset Management Policy (B7)
    - Draft SCM Policy (B8)
    - Draft Virement Policy (B9)
    - Draft Liquidity Policy (B10)
    - Draft Borrowing Funds and Reserve Policy (B11)
    - Draft Cost Containment Policy (B12)
    - Draft Development Charges Policy (B13)
    - Draft Budget Policy (B14)
    - Draft Long- Term Financial Policy (B15)
    - Draft UIFW Reduction Strategy Policy and Procedures (B16)
    - Prioritisation Progress Capital Expenditure Framework (B17)

8. That National Treasury's Circular no. 132 as per annexure C, be noted.
9. That the draft capital procurement plan as per Annexure D, be approved.
10. That the draft Property Rates Reconciliation as per Annexure E, be approved.
11. That the Draft MTREF and National Treasury budget schedules attached as Annexure F, be approved.
12. That National Treasuries tariff tool as per Annexure G, be approved.
13. That the Provincial Government SIME report/ presentation and Councils response as per Annexure H, be noted.
14. That the draft mScoa Roadmap as per Annexure I, be approved.
15. That the draft Long Term Financial Plan as per Annexure J, be approved.

Proposer Cllr G Riddles, seconded Cllr GL Boezak

Cllr CP Taute requested that his countervote be noted for item 9.21.

Die vergadering verdaag om 12:56.

…….. ……

GOEDGEKEUR DATUM

HESSEQUA MUNISIPALITEIT

NOTULE

SPESIALE RAADSVERGADERING

VRYDAG 17 APRIL 2026
OM 09:00

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 AP Daniëls	Mnr D Lewis-Michaels
Rdl ME Dayimani	Mnr H Visser
Rdl RG Davids	Mnr GJ Goliath
Rdl LC February	Mnr R Manho
Rdl Jennifer Hartnick	Me S Sanders
Rdl Johannes Hartnick	Mnr S Carelse
Rdl J Hoogbaard	Mnr W van Brakel
Rdl NA Joseph	
Rdl S Le Roux	
Rdl L Pieterse	
Rdl G Riddles	
Rdl HJ Saayman	
Rdl BD Smith	Me T Hendricks (notuleerder)
Rdl CP Taute	
Rdl B van Noordwyk	
Rdl MC van den Berg	

2.2 Verskoning / Verlof

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

Geen

6. SAKE VIR BESPREKING

6.1 CONSIDERATION OF THE LAND REFORM PROCESS INITIATED BY THE NATIONAL DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT ON PORTION 2 OF THE FARM SCHOONGELEË NO. 282 AND ON FARM SOEBATTERSVLAKTE NO.611.

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 17 April 2026

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

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Proposal 1

1. That Council approve that the decision taken by the Municipal Council on 26 March 2026 was executed in that a public meeting was requested from the Department of Land Reform and Rural Development (DLRRD) regarding the land reform process being followed on Portion 2 of the Farm Schoongeleë No. 282 and Soebattersvlakte No. 611 and that no confirmation of such meeting was received.
2. That Council approve that as a result of no confirmation having been received from the DLRRD, a meeting with the various roleplayers and organisations within the Hessequa area were held on 14 April 2026 where the following was expressed:
    a. dissatisfaction and concern regarding the process that was followed with regards to this specific land reform project; and

b. serious concern about the complete absence of the recommendations that were made by Western Cape Agriculture's Farm Assessment Report of October 2024.

3. That Council approve that a formal dispute be declared in terms of section 41 of the Intergovernmental Relations Framework Act.
4. That Council strongly objects to the relocation of emerging farmers from a neighbouring municipality.
5. That a formal external legal opinion be obtained regarding the potential risk the land reform process, should it be implemented, holds for the Hessequa area.

Proposer Cllr GL Boezak, seconded Cllr G Riddles

Proposal 2

1. That Council take note of the request by the Department of Land Reform and Rural Development (DLRRD) for access to the municipal farmer database and for collaboration in the verification of active farmers and animal numbers within the Hessequa municipal area.
2. That Council approve that a public meeting be held within the next three months from today with all the small scale farmers of Hessequa Municipal Area by DLRRD informing them of the process and the purposes of developing the scientific Settlement Plan.
3. That Council approve that DLRRD complete the verification process of all active farmers and animal numbers.
4. That Council approve that all information to be released comply with the Protection of Personal Information Act, Act 4 of 2013 (POPIA), and that only information required for the Settlement Plan be shared.
5. That Council approve that the results of the verification process be formally reported back to the Community, Ward Committees and Council.
6. That Council approve that Council do not prioritise which Hessequa small scale farmers / groups or co-op's will benefit from the verification process.
7. That Council take note of the small scale farmers from Mossel Bay Municipal Area that will be accommodated on Schoongeleë and Soebatters Vlakte Farms.
8. That Council inform the public through public meetings and Ward committee meetings within the next two months of their decision and thereafter decide on a way forward.
9. That Council reject and distance itself from the racist comments on social media.

Proposer Cllr CP Taute, seconded Cllr NA Joseph

Voting commences through virtual voting.

Proposal 2 – 6 votes

Proposal 1 – 10 votes

Proposal 1 is accepted as a resolution.

RESOLUTION / BESLUIT

1. That Council approve that the decision taken by the Municipal Council on 26 March 2026 was executed in that a public meeting was requested from the Department of Land Reform and Rural Development (DLRRD) regarding the land reform process being followed on Portion 2 of the Farm Schoongeleë No. 282 and Soebattersvlakte No. 611 and that no confirmation of such meeting was received.
2. That Council approve that as a result of no confirmation having been received from the DLRRD, a meeting with the various roleplayers and organisations within the Hessequa area were held on 14 April 2026 where the following was expressed:
    a. dissatisfaction and concern regarding the process that was followed with regards to this specific land reform project; and
    b. serious concern about the complete absence of the recommendations that were made by Western Cape Agriculture's Farm Assessment Report of October 2024.
3. That Council approve that a formal dispute be declared in terms of section 41 of the Intergovernmental Relations Framework Act.
4. That Council strongly objects to the relocation of emerging farmers from a neighbouring municipality.
5. That a formal external legal opinion be obtained regarding the potential risk the land reform process, should it be implemented, holds for the Hessequa area.

Proposer Cllr GL Boezak, seconded Cllr G Riddles

The following Councillors requested that their countervote be noted for item 6.1:

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

Die vergadering verdaag om 10:39.

…….. ……

GOEDGEKEUR DATUM

8. KENNISNAME VAN VERSLAE VAN UITVOERENDE BURGEMEESTERSKOMITEE

HESSEQUA MUNISIPALITEIT

NOTULE

UITVOERENDE BURGEMEESTERSKOMITEE VERGADERING

WOENSDAG 25 FEBRUARIE 2026

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 GJ Goliath
Rdl BD Smith	Me M Griesel
Rdl HJ Saayman	Mnr D Lewis-Michaels
Rdl B van Noordwyk	Mnr H Visser
	Mnr R Manho
Raadslede	
Geen	
	Me M Adams (Notuleerder)

2.2 Verskoning / Verlof

Geen

3. MEDEDELINGS DEUR DIE UITVOERENDE ONDER BURGEMEESTER

Die Uitvoerende Burgemeester bedank Me M Griesel wie uit diens tree vir haar bydrae en kennis aan Hessequa Munisipaliteit.

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

4.1 Rdl B van Noordwyk verklaar haar belang by Item 7.4.1: Section 79 Appeal: Mr. M. Gomes, purportedly on behalf of a resident group, against the decision of the Eden Joint Municipal Planning Tribunal (EJMPT): Erf 2155, Riversdale

5. GOEDKEURING VAN NOTULE

5.1 Dat die notule van ’n Spesiale Uitvoerende Burgemeesterskomitee vergadering gehou op 23 Januarie 2026 goedgekeur word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

5.2 Dat die notule van ’n Uitvoerende Burgemeesterskomitee vergadering gehou op 28 Januarie 2026 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 13 Februarie 2026 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 NOVEMBER 2025

File number / Verwysingsnommer: 5/13/1/2/2

Meeting date / Vergadering datum: 25 February 2026

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 November 2025 be noted.

6.1.5.1.2 AANSTEL VAN LID OP DIE OUDITKOMITEE

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

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die drie aansoeke wat ontvang is vir die aanstelling van ‘n lid op die Ouditkomitee.
2. Dat die volgende persoon aanbeveel word om te dien op die Ouditkomitee vanaf 1 April 2026:

   Mev. M. Gildenhuys

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 NOVEMBER 2025, DESEMBER 2025 EN JANUARIE 2026

File number / Verwysingsnommer: 9/1/3

Meeting date / Vergadering datum: 25 Februarie 2026

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 November 2025, Desember 2025 en Januarie 2026.

6.1.5.2.2 OUTCOME: ELECTRONIC RECORDS AUDIT REPORT: 15 OCTOBER 2025

File number / Verwysingsnommer: 2/6/3

Meeting date / Vergadering datum: 25 February 2026

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

RESOLUTION / BESLUIT

1. That the Committee note that an electronic records management audit was conducted at the Hessequa Municipality by the Western Cape Archives and Records Service on 15 October 2025.
2. That the Committee note that Hessequa Municipality obtained a level 4 out of 5 which indicates that we are compliant and is linked to growth, renewal and positive progress and signifies a good level of compliance and adherence to standards.
3. That the Committee note that the Records Manager, Sarah Sanders submitted a remedial action plan to address the recommendations as set out in the Audit Report to the Western Cape Archives and Records Service on 09 January 2026.
4. That the Committee note the corrective measures and remedial action plan to address the audit findings and recommendations.
5. That the Committee note that there are no budget implications for the municipality.

6.1.5.2.3 LAUNCH OF CITIZEN MOBILE APP

File number / Verwysingsnommer: 6/3/R

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Head: Public Relations & Administration: Ms D Budricks

RESOLUTION / BESLUIT

1. That the Committee note that the Citizen App that is linked to the municipality's external service standards will be launched on Monday, 02 March 2026.
2. That the Committee note that the "Accounts Statements" functionality will be rolled out at a later stage.
3. That the Committee note that the cost for the development and implementation of the Citizen App amounts to R 95 151 for which provision has already been made in the approved budget for 2025/26.
4. That the item be referred to Council.

6.1.5.3 STRATEGIESE DIENSTE

6.1.5.3.1 STRATEGIC SERVICES DEPARTMENT REPORT: 2025/2026 QUARTER 2 (OCTOBER - DECEMBER 2025)

File number / Verwysingsnommer: 15/1/8

Meeting date / Vergadering datum: 25 February 2026

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 Progress Report: 2025/2026 Quarter 2 (October – December 2025).

6.1.5.4 BIBLIOTEEKDIENSTE

6.1.5.4.1 KWARTAALVERSLAG: BIBLIOTEEKDIENSTE – OKTOBER, NOVEMBER EN DESEMBER 2025

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

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die Biblioteekdiens se kwartaalverslag vir Oktober, November en Desember 2025.

6.1.5.5 KAMPE EN BEROEPSGESONDHEID & VEILIGHEID

6.1.5.5.1 KWARTAALVERSLAG – DEPARTEMENT KAMPE EN BEROEPSGESONDHEID & VEILIGHEID (OKTOBER 2025 – DESEMBER 2025)

File number / Verwysingsnommer: 7/6/R

Meeting date / Vergadering datum: 25 Februarie 2026

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 Oktober 2025 tot 31 Desember 2025.

6.1.5.5.2 DRAFT MARKETING STRATEGY DOCUMENT: INCREASING OFF-SEASON OCCUPANCY AND REVENUE FOR HESSEQUA MUNICIPAL CAMPING SITES

File number / Verwysingsnommer: 7/6/R

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Manager Camps and Occupational Health & Safety – CJ Onrust

RESOLUTION / BESLUIT

1. That the Committee take note of the proposed Draft Marketing Strategy to increase the occupancy levels and revenue of Hessequa camping sites during off-season periods.
2. That the proposed Draft Marketing Strategy be workshopped by Council on 18 February 2026.
3. That the Municipal Caravan Parks be pet friendly during the low season to boost occupancy and generate income, and that the Camps Policy be updated accordingly.
4. That the investigation of a live availability of accommodation and an electronic booking system be supported.
5. That the Camps section consider exhibiting or co-exhibiting with Hessequa Tourism at outdoor expos like KykNET Outdoor Expo in Malmesbury, as these shows attract thousands of outdoor enthusiasts and serve as opportunity to directly interact with potential guests.
6. That the Hessequa Municipal Caravan Parks be promoted for its affordability, quality and service.
7. That the marketing function of the Hessequa Municipal Caravan Parks be the primary responsibility of the Section: Municipal Caravan Parks, and that the Hessequa Tourism Section only play a supporting role from a destination marketing perspective.
8. That Hessequa Tourism Section actively promote Hessequa as a holiday destination, and that the Section: Municipal Caravan Parks support these efforts from a resort perspective.
9. That, although the Marketing Strategy is comprehensive in its marketing and promotional approach, improvements are recommended from a Spatial and Economic Development perspective, in the following key areas:
    - 9.1 Uniform on-site signage standards — currently not addressed.
    - 9.2 Spatial planning integration for proposed infrastructure upgrades.
    - 9.3 Clear Local Economic Development linkages and local partnership frameworks.
    - 9.4 Costing, phasing, and maintenance planning.

9.5 Strengthened alignment with tourism branding and the Spatial Development Framework.

9.6 That the draft strategy be submitted to the Provincial Tourism Department, as well as other tourism role-players for their input.

10. That the final Strategy be aligned with the Integrated Development Plan (IDP) and Budget.

11. That the proposed Draft Strategy, after the workshop with Council, be submitted to the Executive Mayoral Committee for consideration and finalisation.

12. That the final Strategy be submitted to Council for approval.

6.1.5.6 INFORMASIE & KOMMUNIKASIE TEGNOLOGIE

6.1.5.6.1 ICT QUARTERLY REPORT: OCTOBER TILL DECEMBER 2025

File number / Verwysingsnommer: 6/3/b

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Manager ICT: J Kleinhans

RESOLUTION / BESLUIT

That the Committee take note of the ICT quarterly report pertaining to October till December 2025.

Proposer Cllr GL Boezak, seconded Cllr RG Davids

6.1.5.7 MENSLIKE HULPBRONNE

6.1.5.7.1 HUMAN RESOURCES MANAGEMENT QUARTERLY REPORT: OCTOBER TO DECEMBER 2025

File number / Verwysingsnommer: 4/8

Meeting date / Vergadering datum: 25 February 2026

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 October – December 2025.

6.1.5.7.2 ORGANOGRAM CHANGES: PROTECTION SERVICES DEPARTMENT – DIRECTORATE COMMUNITY SERVICES

File number / Verwysingsnommer: 4/2

Meeting date / Vergadering datum: 25 February 2026

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

RESOLUTION / BESLUIT

1. That the following **new posts** be created on the organogram:

    1.1 Department: Traffic Services – Post Designation: Senior Inspector T-11 with post number G114 that reports to Head: Traffic Services (G025).

    1.2 Department: Traffic Services – Post Designation: Inspector Court with post number G111 – (T-Grade to be determined through Task evaluation) that reports to Head: Traffic Services (G025).

    1.3 Department: Traffic Services – Post Designation: Supervisor: Court with post number G112 – (T-Grade to be determined through Task evaluation) that reports to Inspector: Court (G112).

    1.4 Department: Traffic Services – Post Designation: Clerk: Court with post number G113 - (T-Grade to be determined through Task evaluation) that reports to Inspector: Court (G112).

    1.5 Department: Vehicle Registration & Licensing – Post Designation: Examiner of Vehicles & Licenses with post number G115 – (T-Grade to be determined through Task evaluation) that reports to Head: Vehicle Registration & Licensing (G039).

    1.6 Department: Vehicle Registration & Licensing – Post Designation: Examiner of Vehicles & Licenses with post number G116 – (T-Grade to be determined through Task evaluation) that reports to Head: Vehicle Registration & Licensing (G039).

    1.7 Department: Vehicle Registration & Licensing – Post Designation: Senior Clerk: Vehicle Registration & Licensing (Riversdale) with post number G117 – (T-Grade to be determined through Task evaluation) that reports to Chief Clerk: Vehicle Registration & Licensing (G042).

    1.8 Department: Vehicle Registration & Licensing – Post Designation: Senior Clerk: Vehicle Registration & Licensing (Albertinia) with post number G118 – (T-Grade to be determined through Task evaluation) that reports to Chief Clerk: Vehicle Registration & Licensing (G042).

    1.9 Department: Vehicle Registration & Licensing – Post Designation: Senior Clerk: Vehicle Registration & Licensing (Stilbaai) with post number G119 – (T-Grade to be determined through Task evaluation) that reports to Chief Clerk: Vehicle Registration & Licensing (G042).

    1.10 Department: Vehicle Registration & Licensing – Fixed-term temporary contract position for an Intern that reports to the Chief Clerk: Vehicle Registration & Licensing (G042).

    1.11 Department: Fire Services & Disaster Management – Post Designation: Control room Operator x 4 with post numbers: G120-123 – T-Grade to be determined through Task evaluation that reports to the Platoon Commander (G080).

    1.12 Department: Community Safety & Law Enforcement – Post Designation: Law Enforcement Officer with post numbers: G124 – T-Grade 6 reports to the Principal Inspector: Law Enforcement (G013).

    1.13 Department: Community Safety & Law Enforcement – Post Designation: Law Enforcement Officer with post numbers: G125 – T-Grade 6 reports to the Principal Inspector: Law Enforcement (G016).

2. That the following posts be **abolished** from the organogram:

2.1 Department: Traffic Services – Post Designation: Traffic Officer posts: G035 & G033.

2.2 Department: Fire Services & Disaster Management

2.2.1 Station Commander – Post: G079.

2.2.2 Platoon Commander – Post: G081.

2.2.3 Fire Fighter – Post G096.

2.2.4 Senior Fire Fighter – Posts: G083, G084-G094.

3. That the reporting lines of the following posts be **changed** as follows:

3.1 Handyman (G019), with their sub-ordinate General Assistant (G020), report to Senior Inspector (G026).

3.2 Handyman (G022), with their sub-ordinate General Assistant (G023), report to Senior Inspector (G114).

3.3 Fire Fighters (G017 & G095) & Junior Fire Fighters (G100-103 & G105) report to Platoon Commander (G080).

3.4 Fire Fighters (G018 & G077) & Junior Fire Fighters (G104 & G076) report to Platoon Commander (G082).

4. That the post designation of the Divisional Commander Fire Services, change to Chief: Fire & Disaster Management.

5. That the **funding** of current vacant funded posts: G033, G034, G035, G083, be utilised to fund the following current and NEW posts: G112, G115, G114, G104, as outlined below:

CURRENT FUNDED POSTS					**PROPOSED FUNDED POSTS**			
Post nr.	**T-grade**	**Occupation**	**Cost to Company**		**Post nr.**	**T-grade**	**Occupation**	**Cost to Company**
G033	T10	Traffic Officer	R 443,001.15		G112	T8	Supervisor: Court	R 372,151.68
G034	T10	Traffic Officer	R 443,001.15		G115	T10	Ex. of Vehicles & Licenses	R 453,272.68
G035	T10	Traffic Officer	R 443,001.15		G114	T11	Senior Inspector	R 522,640.56
G083	T9	Senior Fire Fighter	R 410,313.13		G105	T6	Junior Fire Fighter	R 291,360.47
			R 1,739,316.58					R 1,639,425.39

6.1.5.8 EIENDOMSBESTUUR

6.1.5.8.1 VERHURING VAN 'N GEDEELTE (ONGEVEER 2500 VK.M) VAN ERF 903, STILBAAI-WES

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

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die aansoek van Hendrina Sophia Rhodes om ‘n gedeelte (ongeveer 2500 vk.m) van Erf 903, Stilbaai-Wes ten einde ‘n fietsry-baan daarop te vestig, afgekeur word, vir die redes hieronder uiteengesit:

    1.1 Dat die eiendom waarvoor aansoek gedoen word, vir parkering aangewend word deur die gebruikers van die gevestigde gebruike op die eiendom.

    1.2 Dat daar geen addisionele eiendom is wat vir parkering aangewend kan word nie.

    1.3 Dat die grootte van die eiendom onvoldoende is om beide parkeerplek en die fietsry-baan te akkommodeer.

6.1.5.8.2 SESSIE VAN HUUROOREENKOMS: HM / KAREE TREE DESIGNS

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

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat goedkeuring verleen word vir die sedering van die huurooreenkoms soos aangegaan tussen Hessequa Munisipaliteit en Karee Tree Designs (verteenwoordig deur Muriel Klose Smith) na Sonja Kleinhans en Karlina Joanita Arlow, ten einde ‘n besigheid op Erf 152, Heidelberg, te bedryf.
2. Dat die huurtermyn oor ‘n periode van 3 jaar strek, bereken vanaf 01 Maart 2026.
3. Dat die wysigings ten opsigte van die sedering van die huurooreenkoms deur middel van ‘n Addendum tot die huidige huurooreenkoms gevoeg word.
4. Dat die terme en voorwaardes, met uitsluiting van die huurtermyn, van die huidige huurooreenkoms met Karee Tree Designs *mutatis mutandis* steeds van toepassing sal wees op die ooreenkoms met Sonja Kleinhans en Karlina Joanita Arlow.

6.1.5.8.3 SEDERING VAN HUUROOREENKOMS: SCHUSSHUISIE NOMMER 1, HOOFWEG, ERF 217, STILBAAI-OOS

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

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die huurooreenkoms van Erick Leendrik Du Plooy en Eugene Du Plooy ten opsigte van perseel nommer 1, geleë te Erf 217, Stilbaai Oos, met ingang 01 Maart 2026 aan Marina Combrinck, op dieselfde terme en voorwaardes as die bestaande huurooreenkoms, sedeer word.
2. Dat die R 2 518.16 (twee duisend vyf honderd en agtien rand, sestien sent) (BTW Uitgesluit) per maand beloop en jaarliks eskaleer met 8%, met die eerste eskalasie op 01 Desember 2026.
3. Dat ‘n ooreenkoms tot hierdie effek met die nuwe huurder gesluit word.

6.1.5.8.4 KANSELLASIE VAN VERBANDAKTE: ERF 1282, HEIDELBERG

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

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die Verbandakte (B 8924 / 1977) ten opsigte van Erf 1282, Heidelberg, ten gunste van die Munisipaliteit en die versoek om gemelde akte te kanselleer.
2. Dat die Komitee kennis neem dat geen bewyse opgespoor kon word wat daarop dui dat die verband afgelos is nie.
3. Dat die Finansies Afdeling ‘n faktuur aan die huidige eienaar van Erf 1282, Heidelberg, Peter Sydney Meyer, uitreik, welke op die bepalings van die Verbandakte gebaseer is, ten einde die eienaar ‘n geleentheid te bied om die uitstaande bedrae te vereffen en sodoende die verband af te los.
4. Dat die Munisipale Bestuurder gemagtig word om die dokumentasie vir die kansellasie van die Verbandakte te onderteken, onderhewig aan die voorwaarde dat daar bewys gelewer word dat die verband afgelos is.

6.1.5.8.5 VERHURING VAN ‘N MUNISIPALE WONING TE ERF 745, STILBAAI-WES (DEININGSTRAAT 33)

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

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die Munisipale woning geleë te Erf 745, Deiningstraat, Stilbaai – Wes verhuur word aan Meneer Frederick Kukkuk vir ‘n periode van drie jaar vanaf 1 Maart 2026 tot 28 Februarie 2029 teen ‘n aanvangshuurbedrag van R4665.60 per maand met ‘n jaarlikse eskalasie van 8% met die eerste eskalasie op 1 Desember 2026.
2. Dat die Komitee kennis neem dat die eiendom voetstoots verhuur word en dat die huurder verantwoordelik is vir die uitvoering van die herstel en onderhoudswerk soos gespesifiseer in die inhoud van die item en dat die werke in ‘n onderhoudsprogram vervat word en ingesluit word as deel van die huurooreenkoms.
3. Dat bo en behalwe die werke soos na verwys in die inhoud van die item, die huurder verantwoordelik sal wees vir die uitvoering van alle herstel en onderhoudswerk om die eiendom in goeie en netjiese kondisie te hou gedurende die huurperiode en dat die nakoming van die huurder se verantwoordelikhede deur die Eiendomsbestuur afdeling gemonitor word gedurende die huur periode.
4. Dat die huurooreenkoms met onmiddellike effek gekanselleer word indien Meneer Frederick Kukkuk nie meer in Hessequa Munisipaliteit se diens as Superintendent:

Elektries, Stilbaai is nie en dat die woning ontruim moet word op die laaste dag van sy uitdienstrede as Superintendent, Stilbaai.

5. Dat die huurder verantwoordelik is vir die betaling van die volgende dienste naamlik riolering, vullisverwydering, water en elektrisiteit (beskikbaarheid sowel as verbruik waar van toepassing).

6. Dat dit slegs die onmiddellike familie van die huurder sal wees wat in die woning woonagtig mag wees uitgesluit tydelike gaste.

6.1.5.8.6 REQUEST FOR APPROVAL TO ENCLOSE AREA ADJACENT TO THE WITSAND COMMUNITY HALL FOR FIRE RESPONSE EQUIPMENT STORAGE

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

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Manager: Property Management: Mr. A Kleynhans

RESOLUTION / BESLUIT

1. That the Committee **approve** the request by the Witsand Port Beaufort Community Forum to enclose an area on the eastern side of the Witsand Community Hall for the purpose of providing secure storage for fire response equipment.

2. That all costs associated with the proposed improvements, including construction and future maintenance, be borne by the Witsand Port Beaufort Community Forum, and that such improvements shall become the property of the Municipality upon completion.

3. That the facility be used at the Forum's own risk by authorised members and representatives of the Witsand Port Beaufort Community Forum, and solely for the purpose of storing fire response equipment.

4. That the Witsand Port Beaufort Community Forum submit all required land use applications and building plans, as deemed necessary, to the Directorate: Development Planning for consideration and approval.

6.1.5.8.7 DISPOSAL OF MULTIPLE MUNICIPAL PROPERTIES FOR THE DEVELOPMENT OF AN AVIATION ESTATE

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

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Manager: Property Management Mr. A Kleynhans

RESOLUTION / BESLUIT

1. That the Committee take note of the application submitted by Amber Group Limited (Reg Number: 2018-00008) for the acquisition of various municipal properties collectively known as the Riversdale Airfield, for the purpose of developing an aviation estate.

2. That approval be granted to advertise the intention to dispose of approximately 36.5 hectares, comprising Erven 4015, 3602, 5373, and 2001, Riversdale, by way of public auction for the proposed aviation estate development.

3. That, following the conclusion of the public participation process, the matter be referred to the Ward Committees of Wards 6, 7, and 8 for consideration.

6.1.5.8.8 HUUR VAN MUNISIPALE KANTOORSPASIE TE ERF 2902, RIVERSDAL

File number / Verwysingsnommer: 17/3/R

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem dat geen besware teen die voorneme om 'n langtermyn huurooreenkoms met Belladonna (PTY) Ltd te sluit vir 'n periode van drie jaar, ontvang is nie.
2. Dat die Komitee kennis neem dat daar voldoende fondse begroot is op posnommer 600523824801GMRCZZWM (OPR LEASES: INVESTMENT PROPERTIES) om die uitgawes wat gepaard gaan met die sluit van die langtermyn ooreenkoms met Belladonna (PTY) Ltd, te kan betaal oor die kontrak periode.
3. Dat die konsep huurooreenkoms vir die tydperk 1 April 2026 – 31 Maart 2029, soos aangeheg tot die item, deur die Komitee goedgekeur word en dat die Munisipale Bestuurder gemagtig word om die huurooreenkoms namens Hessequa Munisipaliteit, te onderteken.
4. Dat die item na die Raad verwys word vir goedkeuring.

6.2 Dat die volgende items voortspruitend uit die verslag van Finansiële Dienste Portefeulje Komitee vergadering gehou op 13 Februarie 2026 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

6.2.5.1 2026/27 BUDGETED INDIGENT AFFORDABILITY ASSESSMENT REPORT OF HESSEQUA MUNICIPALITY

File number / Verwysingsnommer:

Meeting date / Vergadering datum: 25 February 2026

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

RESOLUTION / BESLUIT

1. That the Committee note the 2026/27 Budgeted Indigent Affordability Assessment Report of Hessequa Municipality and that the Indigent Benefit Budget is fully covered by the Equitable Share allocation.
2. That the Councillor Remuneration is co-funded between the Equitable Share and the municipality's own budget.

6.2.5.2 BANKREKONSILIASIE 2025 EN LYS VAN TJEKS MEER AS R20 000 VIR DESEMBER 2025 EN JANUARIE 2026

File number / Verwysingsnommer: 4/B

Meeting date / Vergadering datum: 25 Februarie 2026

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 Desember 2025 en Januarie 2026.

6.2.5.3 VERSEKERINGSEISE VIR NOVEMBER 2025, DESEMBER 2025 EN JANUARIE 2026

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

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat kennis geneem word van die uitstaande versekeringseise vir November 2025, Desember 2025 en Januarie 2026 asook die redes waarom dit uitstaande is.
2. Dat kennis geneem word van die versekeringseise wat tot dusver ingedien is vir die 2025/2026 finansiële jaar.
3. Dat kennis geneem word van die tabel ten opsigte van die totale versekeringseise ingedien per dorp tot dusver vir die 2025/26 finansiële jaar.
4. Dat kennis geneem word van die totale tipe versekeringseise ingedien tot dusver vir die 2025/26 finansiële jaar.
5. Dat kennis geneem word van die totale uitgawe ten opsigte van versekering bybetalings tot dusver vir die 2025/26 finansiële jaar.

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

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 25 February 2026

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 December 2025.

6.2.5.5 MONTHLY REPORT ON AWARDS MADE AND DEVIATIONS APPROVED IN THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY FOR NOVEMBER 2025, DECEMBER 2025 AND JANUARY 2026

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 25 February 2026

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 November 2025, December 2025 and January 2026.

6.2.5.6 OUTSTANDING DEBT REPORT – NOVEMBER 2025-JANUARY 2026

File number / Verwysingsnommer: 5/11/1

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Manager Revenue - S Daniëls

RESOLUTION / BESLUIT

That the Committee take note of the state of outstanding debtors as at 31 January 2026.

6.3 Dat die volgende items voortspruitend uit die verslag van ’n Tegniese Dienste Portefeulje Komitee vergadering gehou op 13 Februarie 2026 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 NOVEMBER 2025, DESEMBER 2025 EN JANUARIE 2026

File number / Verwysingsnommer: 9/1/3

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die maandverslae en reservoirvlakke, soos vervat in die opsomming aangeheg, ontvang ten opsigte van November 2025, Desember 2025 en Januarie 2026, 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 Vlootverslae, vervat is in die volledige maandverslae soos ingedien deur die Hoofde.

6.3.5.2 KWALITEIT VAN GESUIWERDE RIOOLWATER VIR NOVEMBER, DESEMBER 2025 EN JANUARIE 2026

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 25 Februarie 2026

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 November, Desember 2025 en Januarie 2026.
2. Dat die Komitee kennis neem dat gedurende November 2025 het een (1) toetsmonster nie voldoen aan die norme en standaarde (SANS 241-1: 2011) nie.
3. Dat die Komitee kennis neem dat gedurende Desember 2025 het een (1) toetsmonster nie voldoen aan die norme en standaarde (SANS 241-1: 2011) nie.
4. Dat die Komitee kennis neem dat gedurende Januarie 2026 het twee (2) toetsmonsters nie voldoen aan die norme en standaarde (SANS 241-1: 2011) nie.
5. Dat die Komitee kennis neem dat die doseringstempo aangepas word om van bakterieë ontslae te raak.

6.3.5.3 WATERKWALITEIT – NOVEMBER, DESEMBER 2025 EN JANUARIE 2026

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die waterkwaliteit verslag vir November, Desember 2025 en Januarie 2026. 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.

6.3.5.4 WAR-ON-LEAK PROGRAMME : HESSEQUA MUNICIPAL AREA

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Director: Technical Services – Mr. R. Manho

RESOLUTION / BESLUIT

1. That the Committee take note of the War-on-Leak Programme for the Hessequa Municipal area.
2. That funding be allocated to repair and replace any faulty meters or leakages once-off to address the water losses on both private and municipal properties in the Hessequa Municipal area.
3. That the item be referred to Council for final consideration.

6.3.5.5 DEPARTMENTAL COMPLIANCE AUDIT REPORT OF WITSAND, SLANGRIVIER AND ALBERTINIA WASTE DISPOSAL FACILITIES

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

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Director: Technical Services – Mr. R. Manho

RESOLUTION / BESLUIT

1. That the Committee take note of and approve the remedial actions proposed at the Witsand, Slangrivier and Albertinia 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 2030/21 budget. (Next 5 years)

6.3.5.6 DEPARTMENTAL COMPLIANCE – ACTION PLANS FOR DROËKLOOF AND STEYNSKLOOF LANDFIL FACILITIES

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

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Director: Technical Services – Mr. R. Manho

RESOLUTION / BESLUIT

1. That the Committee take note of the letters received from Department: Environmental Affairs and Development Planning regarding action plans to address partial- and non-compliance standards to developing runoff or stormwater management systems at Droëkloof and Steynskloof landfill facilities and the constructing of proper 1,8m fencing for Steynskloof landfill facility.
2. That the runoff- and stormwater management systems action plans be completed internally within the next 12 months at Steynskloof and Droëkloof landfill facilities.
3. That the costs to comply with fencing requirements, must be an annual budget input for consideration.

6.3.5.7 SPANDERING EN VORDERING VAN DIE EPWP ("EXPANDED PUBLIC WORKS PROGRAMME") EN DIE MIG ("MUNICIPAL INFRASTRUCTURE GRANT") TOT EINDE JANUARIE 2026

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

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die MIG ("Municipal Infrastructure Grant") spandering en vordering tot einde Januarie 2026.
2. Dat die Komitee kennis neem van die 2025/26 EPWP ("Expanded Public Works Programme") spandering en vordering tot einde Januarie 2026.

6.4 Dat die volgende items voortspruitend uit die verslag van 'n Ontwikkelingsbeplanning Portefeulje Komitee vergadering gehou op 13 Februarie 2026 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 OORWEGING VAN VOORGESTELDE ONTWIKKELING: STILBAAI-WES SENTRALE SAKE KERN

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die Komitee die voorgestelde ontwikkeling in die sakekern van Stilbaai, in beginsel aanvaar.
2. Dat 'n publieke deelname proses gevolg word.
3. Dat na verstryking van die publieke deelname proses, die voorstel weer aan die Komitee voorsien word.

6.4.5.1.2 3RD QUARTERLY REPORT ON DEVELOPMENT TRENDS: OCTOBER 2025 – JANUARY 2026

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 25 February 2026

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

RESOLUTION / BESLUIT

That the Committee take note of the development trends within the Hessequa Municipal area for the period October 2025 to January 2026.

6.4.5.1.3 MUNICIPAL REPORT: LOWER BREEDE RIVER CONSERVATION TRUST

File number / Verwysingsnommer: 17/11

Meeting date / Vergadering datum: 25 February 2026

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

RESOLUTION / BESLUIT

That the Committee take cognisance of the report for period 01/10/2025 to 31/12/2025 as prepared by the Lower Breede River Conservancy Trust as per the Service Level Agreement between them and the Hessequa and Swellendam municipalities.

6.4.5.1.4 QUARTERLY REPORT: COMMENTS ON ENVIRONMENTAL IMPACT ASSESSMENTS: FROM OCTOBER – DECEMBER 2025

File number / Verwysingsnommer: 17/11

Meeting date / Vergadering datum: 25 February 2026

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

RESOLUTION / BESLUIT

That the Committee take note of the comments on Environmental Impact Assessments from October to December 2025.

6.4.5.1.5 REPORT ON ESTUARY CONTROL ACTIVITIES FOR THE PERIOD DECEMBER 2025 TO JANUARY 2026

File number / Verwysingsnommer: 17/11

Meeting date / Vergadering datum: 25 February 2026

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

RESOLUTION / BESLUIT

That the Committee take note of the estuary control activities during the period between December 2025 and January 2026.

6.4.5.2 PLAASLIKE EKONOMIESE ONTWIKKELING EN TOERISME

6.4.5.2.1 SKULDAFSKRYWING: BRAAI RESTAURANT OP GEDEELTE VAN ERF 2015, KWANOKUTHULA, RIVERSDAL

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 25 Februarie 2026

Report by / Verslag deur: Bestuurder: Ruimtelike en Ekonomiese Ontwikkeling: Bertus Hayward

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die huidige aksies wat geneem is ten einde 'n afbetalingsooreenkoms met Mnr Mofo Breakfast aan te gaan.
2. Dat die versoek van Mnr Breakfast gedateer 18 September 2025 nie gunstig oorweeg word nie en dat die Eiendomsafdeling voortgaan met die kansellasie van Mnr Breakfast se huurkontrak.
3. Dat die item na die Raad verwys word vir goedkeuring.

6.4.5.2.2 QUARTERLY PROGRESS ON ECONOMIC DEVELOPMENT PROGRAMS FOR THE PERIOD OCTOBER TO DECEMBER 2025

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 25 February 2026

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 Programs for the period October to December 2025.

6.4.5.2.3 QUARTERLY REPORT ON TOURISM INITIATIVES AND PROGRAMMES FOR THE PERIOD OCTOBER 2025 UNTIL DECEMBER 2025

File number / Verwysingsnommer: 10/9/4

Meeting date / Vergadering datum: 25 February 2026

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 October 2025 until 31 December 2025.

6.5 Dat die volgende items voortspruitend uit die verslag van 'n Gemeenskapsdienste Portefeulje Komitee vergadering gehou op 13 Februarie 2026 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 NOVEMBER/DESEMBER 2025 EN JANUARIE 2026

File number / Verwysingsnommer: 17/16/4

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die Departement Gemeenskapsontwikkeling se Maandverslae vir November 2025, Desember 2025 en Januarie 2026.
2. Dat die Komitee kennis neem van die Gemeenskapsontwikkeling Werker Program se Maandverslae vir November 2025, Desember 2025 en Januarie 2026.

6.5.5.1.2 MEMORANDUMS: GEMEENSKAP STAAN SAAM TEEN DWELMS – GOURITSMOND POLISIËRINGSFORUM – OPTOGTE DATEER 12 DESEMBER 2025, 19 DESEMBER 2025 EN 16 JANUARIE 2026

File number / Verwysingsnommer: 17/3/1/5/1

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die Memorandums soos ontvangs vanaf die Gouritsmond Polisiëringsforum met die versoek om polisiëring in die Gouritsmond-gebied te verbeter, te versterk en die aanbied van gemeenskapsprogramme in die voorkoming en rehabilitasie van persone wat dwelms gebruik.
2. Dat die Komitee kennis neem van die volgende aksies wat alreeds deur die Sosiale Ontwikkelingsafdeling, in die Gouritsmond area, en spesifiek Bitouville, gedoen is:
    2.1 Departement van Sosiale Ontwikkeling (DSD) het alreeds 'n volle funksionerende Ondersteuningsgroep in die area.
    2.2 Die "Youth Cafe" het gedurende 2025 opleiding gedoen en ook 'n Vrouedag program aangebied.
    2.3 Die Hessequa Local Drug Action Committee (LDAC) het 'n gemeenskap profiel asook 'n dwelm-misbruik bewusmaking program voltooi in Bitouville.
    2.4 Die Jeugraad het verteenwoordigers vanaf Bitouville op die struktuur en word hul uitgenooi na vergaderings en aktiwiteite soos beplan deur die struktuur.
3. Dat die Komitee kennis neem van die volgende aksies wat deur die Sosiale Ontwikkelingsafdeling, in die Gouritsmond area, en spesifiek Bitouville, beplan word:
    3.1 Die Youth Cafe kan elke kwartaal opleiding aanbied om jeugdiges te bemagtig met nodige vaardighede.

3.2 Vakansie programme tydens die skoolvakansies.

3.3 Meer sports ontwikkelings programme vir jong kinders en jeugdiges.

3.4 Verdere moontlikhede vir opleiding, afhangende van die gemeenskap se behoeftes.

3.5 Daar word ook “Emergency First Aid Response” (EFAR) Opleiding in samewerking met “Emergency Medical Services” (EMS) beplan vir Maart 2026 met gemeenskapslede vanaf Bitouville.

4. Dat die Komitee onderstaande toekomstige beplande aksies om misdaadvoorkomingsinisiatiewe in Gouritsmond te verbeter en te versterk, ondersteun.

4.1 Verhoogde Sigbaarheid: Implementering van meer sigbare polisiëring spesifiek in woonbuurte waar dwelmverkope algemeen voorkom om handelaars af te skrik en 'n gevoel van veiligheid aan inwoners te bied.

4.2 Gerigte Operasies: Uitvoering van gereelde, intelligensie-gedrewe operasies tesame met die plaaslike SAPS (Albertinia) by vermeende "dwelmwinkels".

4.3 Veiligheid van Openbare Ruimtes: Verhoging van patrollies by hoë risiko gemeenskapspunte, insluitend skole, speelgronde en residensiële strate, om 'n veiliger omgewing vir kinders en die algemene publiek te skep.

4.4 Verordeninge en Omgewingsafdwinging: Gebruik van munisipale ondersteuning om oop ruimtes skoon te maak en straatligte te herstel, terwyl bouregulasies streng afgedwing word om "gebreekte venster" toestande wat kriminele aktiwiteite aanmoedig, uit te skakel.

4.5 Gestruktureerde Kommunikasie: Vestiging van 'n stelsel vir gereelde terugvoer aan die gemeenskap rakende munisipale wetstoepassingsvordering om deursigtigheid en vertroue te handhaaf.

6.5.5.2 BESKERMINGSDIENSTE

6.5.5.2.1 MAANDVERSLAG BESKERMINGSDIENSTE VIR OKTOBER 2025 TOT DESEMBER 2025

File number / Verwysingsnommer: 17/3/R

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

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

- Motorvoertuig Lisensiëring/Padwaardigheid/Bestuurslisensies

- Verkeers Wetstoepassing

- Diere Skut

- Munisipale Wetstoepassing

- Tegniese Afdeling

- Rampbestuur/Brandweer/Brandkrane

6.5.5.2.2 PERSENTASIE VAN DIE MONETÊRE WAARDE VAN BOETES UITGEREIK TEENOOR BOETES BETAAL VANAF OKTOBER TOT DESEMBER 2025

File number / Verwysingsnommer: 17/3/1/8

Meeting date / Vergadering datum: 25 Februarie 2026

Report by / Verslag deur: Hoof Verkeersdienste – M Dyason

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die aantal boetes uitgereik en monetêre waarde van betalings ontvang vanaf Oktober tot Desember 2025.

6.5.5.2.3 KWARTAAL VERSLAG AANGAANDE DIE BESTUUR VAN BRANDBANE: OKTOBER 2025 TOT DESEMBER 2025

File number / Verwysingsnommer: 17/9/1

Meeting date / Vergadering datum: 25 Februarie 2026

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 2025/2026 finansiële jaar vir die periode van Oktober 2025 tot Desember 2025.

6.5.5.3 BEHUISING

6.5.5.3.1 HESSEQUA BEHUISINGSPYPLYN MAANDVERSLAG VIR NOVEMBER 2025, DESEMBER 2025 EN JANUARIE 2026

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 25 Februarie 2026

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 November 2025, Desember 2025 en Januarie 2026.

6.5.5.3.2 KWARTAALVERSLAG: STATUS VAN DIE HESSEQUA MUNISIPALE BEHUISINGSWAGLYS VIR OKTOBER, NOVEMBER EN DESEMBER 2025

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 25 Februarie 2026

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 Oktober, November en Desember 2025.

6.5.5.3.3 VERSLAG TEN OPSIGTE VAN DIE TRANSPORTERING VAN PRE- 1994 WONINGS VIR JULIE, AUGUSTUS, SEPTEMBER, OKTOBER, NOVEMBER & DESEMBER 2025

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem dat Vyftien (15) Pre-1994 eiendomme vir die tydperk 1 Julie 2025 tot 31 Desember 2025 na regmatige okkupeerders oorgedra is.
2. Dat die Komitee kennis neem dat Vyf (5) Pre-1994 wonings se verbande vir voormelde tydperk gekanselleer is.
3. Dat die Komitee kennis neem dat Ses (6) kontrakte ten opsigte van Pre-1994 eiendomme vir die tydperk 1 Julie 2025 tot 31 Desember 2025 met regmatige okkupeerders onderteken en aan oordrag prokureurs vir registrasie doeleindes oorhandig is.

6.5.5.3.4 IMPLEMENTERING VAN 'N HESSEQUA NOODBEHUISINGSPROGRAM (EHP)

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die lys van 60 wonings wat voorheen deur brande en natuurrampe getref was en aan die Provinsiale Departement van Infrastruktuur voorsien is vir befondsing om sodanige wonings te herstel of te herbou.

7. SAKE VIR BESPREKING

7.1 KORPORATIEWE BESTUUR

7.1.1 LAUNCH OF CITIZEN MOBILE APP

File number / Verwysingsnommer: 6/3/R

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Head: Public Relations & Administration: Ms D Budricks

RESOLUTION / BESLUIT

1. That the Committee note that the Citizen App that is linked to the municipality's external service standards will be launched on Monday, 02 March 2026.
2. That the Committee note that the "Accounts Statements" functionality will be rolled out at a later stage.
3. That the Committee note that the cost for the development and implementation of the Citizen App amounts to R 95 151 for which provision has already been made in the approved budget for 2025/26.
4. That the item be referred to Council.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.1.2 MID-YEAR PERFORMANCE EVALUATION RESULTS 2025/2026

File number / Verwysingsnommer: 4/7/2

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Performance Management Administrator – Mrs L Marais

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the Mid-Year Performance Evaluation results for 2025/2026.
2. That the item be referred to Council to note the evaluation results

Proposer Cllr BD Smith, seconded Cllr GL Boezak

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

File number / Verwysingsnommer: 4/7/3

Meeting date / Vergadering datum: 25 February 2026

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

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the amended SDBIP for 2025/2026 and refer it to Council for approval with the following recommendation: "*That Council approves the amended 2025/2026 Service Delivery and Budget Implementation Plan (SDBIP)*".

2. That the amended Service Delivery and Budget Implementation Plan (SDBIP) and the amended Performance Agreements of the Municipal Manager and Directors, be made public in terms of Section 53(2)(a) and (b) of the MFMA.

3. That the item be referred to Council for approval.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.1.4 AANSTEL VAN LID OP DIE OUDITKOMITEE

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

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee kennis neem van die aansoeke wat ontvang is vir die aanstelling van ‘n lid op die Ouditkomitee.

2. Dat die volgende persoon aanbeveel word om te dien op die Ouditkomitee:

   Mev. M. Gildenhuys vanaf 1 April 2026.

3. Dat die item na die Raad verwys word vir goedkeuring.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

7.1.5 ORGANOGRAM CHANGES: PROTECTION SERVICES DEPARTMENT – DIRECTORATE COMMUNITY SERVICES

File number / Verwysingsnommer: 4/2

Meeting date / Vergadering datum: 25 February 2026

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

RESOLUTION / BESLUIT

1. That the following **new posts** be created on the organogram:

   1.1 Department: Traffic Services – Post Designation: Senior Inspector T-11 with post number G114 that reports to Head: Traffic Services (G025).

   1.2 Department: Traffic Services – Post Designation: Inspector Court with post number G111 – (T-Grade to be determined through Task evaluation) that reports to Head: Traffic Services (G025).

   1.3 Department: Traffic Services – Post Designation: Supervisor: Court with post number G112 – (T-Grade to be determined through Task evaluation) that reports to Inspector: Court (G112).

1.4 Department: Traffic Services – Post Designation: Clerk: Court with post number G113 - (T-Grade to be determined through Task evaluation) that reports to Inspector: Court (G112).

1.5 Department: Vehicle Registration & Licensing – Post Designation: Examiner of Vehicles & Licenses with post number G115 – (T-Grade to be determined through Task evaluation) that reports to Head: Vehicle Registration & Licensing (G039).

1.6 Department: Vehicle Registration & Licensing – Post Designation: Examiner of Vehicles & Licenses with post number G116 – (T-Grade to be determined through Task evaluation) that reports to Head: Vehicle Registration & Licensing (G039).

1.7 Department: Vehicle Registration & Licensing – Post Designation: Senior Clerk: Vehicle Registration & Licensing (Riversdale) with post number G117 – (T-Grade to be determined through Task evaluation) that reports to Chief Clerk: Vehicle Registration & Licensing (G042).

1.8 Department: Vehicle Registration & Licensing – Post Designation: Clerk: Vehicle Registration & Licensing (Albertinia) with post number G118 – (T-Grade to be determined through Task evaluation) that reports to Chief Clerk: Vehicle Registration & Licensing (G042).

1.9 Department: Vehicle Registration & Licensing – Post Designation: Clerk: Vehicle Registration & Licensing (Stilbaai) with post number G119 – (T-Grade to be determined through Task evaluation) that reports to Chief Clerk: Vehicle Registration & Licensing (G042).

1.10 Department: Vehicle Registration & Licensing – Fixed-term temporary contract position for an Intern that reports to the Chief Clerk: Vehicle Registration & Licensing (G042).

1.11 Department: Fire Services & Disaster Management – Post Designation: Control room Operator x 4 with post numbers: G120-123 – T-Grade to be determined through Task evaluation that reports to the Platoon Commander (G080).

1.12 Department: Community Safety & Law Enforcement – Post Designation: Law Enforcement Officer with post numbers: G124 – T-Grade 6 reports to the Principal Inspector: Law Enforcement (G013).

1.13 Department: Community Safety & Law Enforcement – Post Designation: Law Enforcement Officer with post numbers: G125 – T-Grade 6 reports to the Principal Inspector: Law Enforcement (G016).

2. That the following posts be **abolished** from the organogram:

2.1 Department: Traffic Services – Post Designation: Traffic Officer posts: G035 & G033.

2.2 Department: Fire Services & Disaster Management

2.2.1 Station Commander – Post: G079.

2.2.2 Platoon Commander – Post: G081.

2.2.3 Fire Fighter – Post G096.

2.2.4 Senior Fire Fighter – Posts: G083, G084-G094.

3. That the reporting lines of the following posts be **changed** as follows:

3.1 Handyman (G019), with their sub-ordinate General Assistant (G020), report to Senior Inspector (G026).

3.2 Handyman (G022), with their sub-ordinate General Assistant (G023), report to Senior Inspector (G114).

3.3 Fire Fighters (G017 & G095) & Junior Fire Fighters (G100-103 & G105) report to Platoon Commander (G080).

3.4 Fire Fighters (G018 & G077) & Junior Fire Fighters (G104 & G076) report to Platoon Commander (G082).

4. That the post designation of the Divisional Commander Fire Services, change to Chief: Fire & Disaster Management.

5. That the **funding** of current vacant funded posts: G033, G034, G035, G083, be utilised to fund the following current and NEW posts: G112, G115, G114, G104, as outlined below:

CURRENT FUNDED POSTS					**PROPOSED FUNDED POSTS**			
Post nr.	**T-grade**	**Occupation**	**Cost to Company**		**Post nr.**	**T-grade**	**Occupation**	**Cost to Company**
G033	T10	Traffic Officer	R 443,001.15		G112	T8	Supervisor: Court	R 372,151.68
G034	T10	Traffic Officer	R 443,001.15		G115	T10	Ex. of Vehicles & Licenses	R 453,272.68
G035	T10	Traffic Officer	R 443,001.15		G114	T11	Senior Inspector	R 522,640.56
G083	T9	Senior Fire Fighter	R 410,313.13		G105	T6	Junior Fire Fighter	R 291,360.47
			R 1,739,316.58					R 1,639,425.39

6. That the item be referred to Council for approval.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

7.1.6 HUUR VAN MUNISIPALE KANTOORSPASIE TE ERF 2902, RIVERSDAL

File number / Verwysingsnommer: 17/3/R

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem dat geen besware teen die voorneme om ‘n langtermyn huurooreenkoms met Belladonna (PTY) Ltd te sluit vir ‘n periode van drie jaar, ontvang is nie.

2. Dat die Komitee kennis neem dat daar voldoende fondse begroot is op posnommer 600523824801GMRCZZWM (OPR LEASES: INVESTMENT PROPERTIES) om die uitgawes wat gepaard gaan met die sluit van die langtermyn ooreenkoms met Belladonna (PTY) Ltd, te kan betaal oor die kontrak periode.

3. Dat die konsep huurooreenkoms vir die tydperk 1 April 2026 – 31 Maart 2029, soos aangeheg tot die item, deur die Komitee goedgekeur word en dat die Munisipale Bestuurder gemagtig word om die huurooreenkoms namens Hessequa Munisipaliteit, te onderteken.

4. Dat die item na die Raad verwys word vir goedkeuring.

Voorstel Rdl BD Smith, sekondant Rdl HJ Saayman

7.1.7 KANSELLASIE VAN VERBANDAKTE: ERF 1282, HEIDELBERG

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

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die Verbandakte (B 8924 / 1977) ten opsigte van Erf 1282, Heidelberg, ten gunste van die Munisipaliteit en die versoek om gemelde akte te kanselleer.
2. Dat die Komitee kennis neem dat geen bewyse opgespoor kon word wat daarop dui dat die verband afgelos is nie.
3. Dat die Finansies Afdeling ‘n faktuur aan die huidige eienaar van Erf 1282, Heidelberg, Peter Sydney Meyer, uitreik, welke op die bepalings van die Verbandakte gebaseer is, ten einde die eienaar ‘n geleentheid te bied om die uitstaande bedrae te vereffen en sodoende die verband af te los.
4. Dat die Munisipale Bestuurder gemagtig word om die dokumentasie vir die kansellasie van die Verbandakte te onderteken, onderhewig aan die voorwaarde dat daar bewys gelewer word dat die verband afgelos is.
5. Dat die verslag na die Raad verwys word vir finale oorweging.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

7.2 FINANSIËLE DIENSTE

7.2.1 FIRSTRAND BANK LIMITED: CREDIT FACILITIES REQUIRED BY THE MUNICIPALITY

File number / Verwysingsnommer: 5/2/4

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Manager: Expenditure – AG Carelse

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee note the credit facilities made available by Firstrand Bank Limited (Reg. No. 1929/001225/06) acting through its First National Bank Public Sector Banking division regarding the granting of facilities by the bank to Hessequa Municipality, subject to the terms and conditions as set forth in the facility agreement, and subject to the terms and conditions of the bank.

2. That the Executive Mayoral Committee note as per 1 above the municipality may negotiate up to a maximum capital exposure of R18 440 200.00 (Eighteen million, four hundred and forty thousand, two hundred rand).
3. That the Executive Mayoral Committee further resolve that any amendment to the facility will only be affected following a resolution by Council authorizing such amendments.
4. That the Executive Mayoral Committee further declare and state that it has complied with, in so far as it relates to the facilities referred to in paragraph (1) *supra,* with the relevant provisions of the Local Government Finance Management Act of 2003.
5. That the draft copies of the aforementioned documents and the terms and conditions thereof be approved.
6. That Albertus Stephanus Abraham De Klerk and Gerard John Goliath in their capacities as Municipal Manager and Chief Financial Officer of Hessequa Municipality respectively, be authorized and empowered to sign all documents and do all things necessary to give effect to the above on behalf of the municipality.
7. That the item be referred to Council for Approval.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

7.2.2 CAPITAL BUDGET SPENDING UP TO 31 JANUARY 2026

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

Meeting date / Vergadering datum: 25 February 2026

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 31 January 2026.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.3 REPAIRS & MAINTENANCE SPENDING UP TO 31 JANUARY 2026

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

Meeting date / Vergadering datum: 25 February 2026

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 January 2026.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.2.4 IN-YEAR MONITORING FOR LOCAL AUTHORITIES – JANUARY 2026

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

Meeting date / Vergadering datum: 25 February 2026

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

RESOLUTION / BESLUIT

1. That the Budget Monitoring presented for January 2026, 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 January 2026.
4. That the Executive Mayoral Committee note the instances of Unauthorised, Irregular, Wasteful and Fruitless (UIW&F) Expenditure for the period ended 31 January 2026.
5. That the report be submitted to the Municipal Public Accounts Committee for oversight.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

7.2.5 LIQUIDITY REPORT OF HESSEQUA MUNICIPALITY – 2024/25 AUDITED RESULTS

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

Meeting date / Vergadering datum: 25 February 2026

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

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee note the Current Assets and Current Liabilities as per the Audited 2024/25 Annual Financial Statements.
2. That the Executive Mayoral Committee note the improved Cash Coverage ratio of 8.7 months and the improved Current Ratio of 3.5 that are more favourable than the NT norms.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.6 FINANSIËLE VERHOUDINGS (RATIO'S) SOOS OP 30 JUNIE 2025

File number / Verwysingsnommer: 5/5/B

Meeting date / Vergadering datum: 25 Februarie 2026

Report by / Verslag deur: Direkteur Finansiële Dienste– Mnr. G.J. Goliath

RESOLUTION / BESLUIT

Dat die Uitvoerende Burgemeesterskomitee kennis neem van die ratio's soos op 30 Junie 2025.

Voorstel Rdl BD Smith, sekondant Rdl HJ Saayman

7.2.7 BORROWINGS AND RESERVES BALANCES

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

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting – RR Erasmus

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee note the year-to-date balances of borrowings and reserves as at 31 January 2026.
2. That the Executive Mayoral Committee note the Capital Costs to Operating Expenditure of 5% and the Debt to Total Revenue of 15% are well within the NT norms.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.8 REPORT ON THE MANAGEMENT OF CONTRACTS OR AGREEMENTS AND THE PERFORMANCE OF THE CONTRACTOR FOR THE MONTH OF JANUARY 2026

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 25 February 2026

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 January 2026 and December 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 January 2026.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

7.2.9 THE IMPLEMENTATION OF THE PROCUREMENT PLAN AS AT 31 JANUARY 2026

File number / Verwysingsnommer: 8B

Meeting date / Vergadering datum: 25 February 2026

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 2025/2026-financial year and implementation thereof as of 31 January 2026.
2. That the Executive Mayoral Committee take note that there is a 5.80% deviation from the plan as at 31 January 2026.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.2.10 2ND ADJUSTMENT BUDGET FOR 2025/26

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

Meeting date / Vergadering datum: 25 February 2026

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

RESOLUTION / BESLUIT

That the Executive Mayoral Committee support and recommend the following recommendations for approval by Council:

1. That Total Revenue (Excluding Capital Transfers & Contributions) increase with R40 036 973 from R807 340 166 to R847 377 139 (see Annexure A attached)
2. That Total Expenditure increase with R33 285 293 from R805 898 083 to R839 183 376 (see Annexure A attached)
3. That the capital budget is decreased by R7 182 103 from R189 560 222 to R182 378 119 (see Annexure B attached)
4. That the capital budget is financed as follows:

	R
External Loans	50 000 000
Capital Replacement Reserve	77 208 844
Transfers & Subsidies	54 530 400
Public Donations	638 875
	182 378 119

5. That all amendments in Annexures A and B be approved
6. That the Service Delivery and Budget Implementation Plan (SDBIP) be adjusted in line with the adjustment budget

7. That the 2nd Adjustment budget (2025/2026) and National Treasury B- Schedules- Municipal Adjustment Budget & Supporting Tables be sent to the National- and Provincial Treasuries as required

8. That the 2nd Adjustment Budget for 2025/2026 be tabled to Council for approval.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.11 PUBLIC OFFICE BEARERS – UPPER LIMITS OF SALARIES, ALLOWANCES AND BENEFITS FOR MUNICIPAL COUNCILS

File number / Verwysingsnommer: 4/4

Meeting date / Vergadering datum: 25 February 2026

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

RESOLUTION / BESLUIT

1. That the Committee note the Ministerial Determination and the implementation thereof as prescribed, gazetted in Government Gazette 54179 dated 20 February 2026.

2. That sufficient budget is provided to implement the contents of the Ministerial Determination and the implementation thereof as prescribed, gazetted in Government Gazette 54179 dated 20 February 2026.

3. That approval be granted for the Municipal Manager to seek the concurrence of the Western Cape Minister for Local Government to implement the Ministerial Determination and the implementation thereof as prescribed, gazetted in Government Gazette 54179 dated 20 February 2026.

4. The item be referred to Council for approval.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

7.3 TEGNIESE DIENSTE

7.3.1 WAR-ON-LEAK PROGRAM: HESSEQUA MUNICIPAL AREA

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Director: Technical Services – Mr. R. Manho

RESOLUTION / BESLUIT

1. That the Committee take note of the War-on-Leak Programme for the Hessequa Municipal area.

2. That funding be allocated to repair and replace any faulty meters or leakages once-off to address the water losses on both private and municipal properties in the Hessequa Municipal area.

3. That the item be referred to Council for final consideration.

Proposer Cllr B van Noordwyk, seconded Cllr BD Smith

7.3.2 DIENSTE OOREENKOMS: HEUNINGKLOOF NYWERHEIDSGEBIED – FASE 3 – STILBAAI, ERF 1504 STILBAAI-OOS (MELKHOUTFONTEIN)

File number / Verwysingsnommer: 9/1/3

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die voorgestelde dienste ooreenkoms vir Heuningkloof Nywerheidsgebied, Stilbaai-Oos (Melkhoutfontein).
2. Dat die item na die Raad verwys word vir goedkeuring.

Voorstel Rdl B van Noordwyk, sekondant Rdl GL Boezak

7.3.3 ONDERHOUDSKOSTES VIR DIE BEDRYF VAN DIE WITSAND ONTSOUTINGSAANLEG

File number / Verwysingsnommer: 16/1/6/9

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee kennis neem van die onderhoudskostes vir die bedryf van die Witsand Ontsoutingsaanleg.
2. Dat die Uitvoerende Burgemeesterskomitee kennis neem van die koste waarteen water gesuiwer word deur die Witsand Ontsoutingsaanleg.
3. Dat die item na die Raad verwys word.

Voorstel Rdl B van Noordwyk, sekondant Rdl HJ Saayman

7.3.4 DEVELOPMENT CHARGE POLICY (AMENDMENT) - 2026

File number / Verwysingsnommer: 5/5/B

Meeting date / Vergadering datum: 25 February 2026

Report by / Verslag deur: Director: Technical Services – Mr. R. Manho

RESOLUTION / BESLUIT

1. That the Committee take note of the amendment in the Development Charge Policy approved on 24 September 2024.
2. That the item be referred to Council for approval.

Proposer Cllr B van Noordwyk, seconded Cllr HJ Saayman

7.3.5 AANPASSING VAN WATERBEPERKINGS VIR HEIDELBERG, WITSAND EN SLANGRIVIER

File number / Verwysingsnommer: 16/1/6/9

Meeting date / Vergadering datum: 25 Februarie 2026

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

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee die instel van die aangepaste waterbeperkings vir Heidelberg, Witsand en Slangrivier area, oorweeg:

    1. **VLAK 3 Water Beperkings: Heidelberg, Witsand en Slangrivier**

    1.1 Tuine mag net een keer per week tussen 18h00 en 19h00 natgemaak word waarvan die ewe huisnommers op Dinsdae en die onewe huisnommers op Donderdae natgemaak mag word. Hierdie bepaling vervang alle vorige vergunnings vir die natmaak op ander tye.

    1.2 Tuinslange onder toesig, emmers, gieters en outomatiese besproeiingstelsels vir die natmaak van tuine, mag gebruik word op voorwaarde dat dit binne die toegelate tydgleuf gebeur.

    1.3 Indien ander bronne soos reënwatertenke of boorgate gebruik word, moet dit op ‘n sigbare wyse aangedui word.

    1.4 Ouetehuise, kwekerye en karwas besighede word uitgesluit van hierdie beperking.

    1.5 Die lewering van munisipale dienste, wat sportfasiliteite en munisipale bates insluit, is uitgesluit by bogenoemde beperkings en sal op ad-hoc basis bestuur word deur Administrasie.

    1.6 Hierdie vervang vorige beperkings en is geldig vir Heidelberg, Witsand en Slangrivier.

    1.7 Die situasie in bogenoemde dorpe sal gemonitor word en strenger beperkings sal ingestel word indien die toestand van waterbronne versleg.

2. Dat die item na die Raad verwys word vir goedkeuring.

Voorstel Rdl B van Noordwyk, sekondant Rdl BD Smith

Rdl B van Noordwyk word verskoon tydens die bespreking van Item 7.4.1 om 09:21.

7.4 ONTWIKKELINGSBEPLANNING

7.4.1 SECTION 79 APPEAL: MR. M. GOMES, PURPORTEDLY ON BEHALF OF A RESIDENT GROUP, AGAINST THE DECISION OF THE EDEN JOINT MUNICIPAL PLANNING TRIBUNAL (EJMPT): ERF 2155, RIVERSDALE

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

Meeting date / Vergadering datum: 25 February 2026

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

RESOLUTION / BESLUIT

1. That upon consideration of all submissions, arguments, and evidence presented in the Appeal as received from Mr. M. Gomes (dated 28 November 2025), in terms of Section 79 of Hessequa Municipality By-Law 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 29 October 2025 (the Approval Decision), the Appeal Authority finds as follows:

    1.1 The appeal is hereby **DISMISSED**.

    1.2 The decision of the Eden Joint Municipal Planning Tribunal (EJMPT), dated 29 October 2025, is **CONFIRMED**, for the following reasons:

        1.2.1 That although the appeal did not fully meet all the procedural requirements of the Hessequa Municipality: Land Use Planning By-Law (2015), the Municipality decided to consider it on its merits. This was done to ensure fairness and to comply with the principles of lawful, reasonable and procedurally fair administrative action as set out in the Promotion of Administrative Justice Act, 2000 (Act 3 of 2000).

        1.2.2 That the conditions restrict parking and truck movements to the designated business area. The revised Site Development Plan (SDP) must demonstrate safe on-site manoeuvring for all vehicles and trucks. The proposed relocation of height restriction barriers does not permit heavy vehicle access to adjoining residential streets.

        1.2.3 That the conditions require buffers, boundary walls, and noise mitigation measures. Internal operations, building design, and municipal enforcement address noise impacts, and operational boundaries will be verified during the Site Development Plan and building plan approval process.

        1.2.4 That concerns regarding waste, tyres, and potential damage to infrastructure are addressed through the conditions of approval, which require compliance with municipal standards and enforcement mechanisms. The Appeal does not provide evidence that these conditions cannot be implemented effectively, and therefore, these concerns do not constitute valid grounds to overturn the Tribunal’s decision.

        1.2.5 That the proposed tyre fitment centre aligns with the mixed-use corridor identified in the Municipal Spatial Development Framework (2025) and represents a low-impact commercial use that transitions appropriately along the edge of the adjacent residential area. The design, buffers, and operational conditions mitigate

potential impacts, and no evidence has been provided to show that the development would cause significant adverse effects on neighbouring properties.

1.2.6 That the appeal primarily raises concerns and questions which have been considered, and that the technical reports submitted, together with the conditions of approval, sufficiently address the operational, safety, and planning aspects of the development.

Proposer Cllr HJ Saayman, seconded Cllr BD Smith

Rdl B van Noordwyk sluit om 09:22 by die vergadering aan.

7.4.2 MEMORANDUM OF AGREEMENT BETWEEN THE WITSAND NATURE RESERVE TRUST AND HESSEQUA MUNICIPALITY

File number / Verwysingsnommer: 17/11

Meeting date / Vergadering datum: 25 February 2026

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

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee support the Memorandum of Agreement between the Witsand Nature Reserve Trust and the Hessequa Municipality.
2. That the Executive Mayoral Committee recommend for approval to Council the Memorandum of Agreement between the Witsand Nature Reserve Trust and the Hessequa Municipality.

Proposer Cllr HJ Saayman, seconded Cllr GL Boezak

Die vergadering verdaag om 09:43.

…….. ……

GOEDGEKEUR DATUM

9. SAKE VIR BESPREKING

9.1 REPORT ON THE TERMINATION AND POSSIBLE RENEWAL OF THE SERVICE LEVEL AGREEMENT OF THE LOWER BREEDE RIVER CONSERVANCY TRUST

File number / Verwysingsnommer: 17/11

Meeting date / Vergadering datum: 29 April 2026

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

PURPOSE OF REPORT / DOEL VAN VERSLAG

For Council to approve:

1. The current tri-party service level agreement with the Lower Breede River Conservancy Trust that will terminate on the 30th of June 2026.
2. To renew the current agreement for another 3 years from 1 July 2026 till 30th June 2029.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Lower Breede River Conservancy Trust (LBRCT) manages the lower Breede river estuary in terms of a service level agreement concluded between them and the Municipalities of Swellendam and Hessequa. The current agreement terminates on 30 June 2026.

The Services the LBRCT renders inter alia:

1. Registration and licensing of boats;
2. Management and protection of the estuary;
3. Law enforcement and implementation of Municipal By-laws;
4. Management of facilities for boats (Only on the Swellendam municipal side of the estuary);
5. Management agent for the operation and management of the Infanta, Moddergat and Malgas slipways during the festive period. (Only on the Swellendam municipal side of the estuary in terms of an addendum to the current service level agreement between the two entities).

Challenges that are faced in terms of the management of the estuary are related to functions rendered by other state departments, examples thereof are the management of marine living resources and the night fish ban as it gravitates from the Marine Living Resources Act (No. 18 of 1998) (MLRA). Enforcement must be done by Fisheries Control Officers appointed by the Department of Agriculture Forestry, Fisheries and the Environment. Officials from the LBRCT have recently been appointed as Fisheries Control Officers which broadens their enforcement capacity to the benefit of the estuary. The LBRCT can also enforce municipal bylaws as their officials underwent peace officer's training and obtained the relevant designation from the two local authorities.

Both the Swellendam and Hessequa municipalities believe that the service level agreement with the Conservancy Trust should be renewed. Funding for the LBRCT is not a new item on the Hessequa Municipality's: Operational Budget and a budget for the next financial year has been submitted during the budgeting process for consideration and the draft operation budget has been approved. This will ensure continued service delivery as none of the municipalities at this stage has the capacity to manage the estuary with current staff and resources.

An item was tabled at the **Ward 4 Committee meeting** that took place on **25 November 2025** (Ref Number: 2276879), with the following outcome:

"*1. That the Ward Committee take cognisance of the background relating to the tri-party service level agreement with the Lower Breede River Conservancy Trust.*

2. That comment be provided pertaining to the possible renewal of the tri-party service level agreement between the Lower Breede River Conservancy Trust, Swellendam Municipality and Hessequa Municipality for 3 years from 1 July 2026 till 30th June 2029."

The comment referred to, was that of the Witsand Port Beaufort Community Forum whose input was received via e-mail (11 March 2026) and reads as follow:

"Hello Shagon,

Na die vergadering met Hessequa Munisipaliteit en die LBRCT is daar beter begrip oor die rol en verantwoordelikhede van die LBRCT en Wetstoepassing by glipbane in Witsand Port Beaufort.

Die WPB Gemeenskapsforum (WPBGF) het verstaan dat Wetstoepassing grotendeels verantwoordelik is vir die beheer van geparkeerde voertuie, sleepwaens en bote. Ons vertroue dat Wetstoepassing meer teenwoordig sal wees gedurende hoog seisoen om seker te maak dat mense wat die glipbaan gebruik weet waar om te parkeer sodat dinge meer dit ordelik by glipbane verloop, en dat die parkering soos op Joseph Barry se draai, nie gebeur nie. Dit is ook van toepassing op die parkering by die Dinghy slipbaan, waar bespreek was (in 'n ander vergadering) dat daar 'n "boom" opgesit kan word gedurende hoog seisoen dat karre nie in hierdie area parkeer nie.

Soos in die vergadering met die LBRCT en Hessequa Munisipaliteit ooreengekom, kan ons moontlik kyk na die opleiding van studente wat teenwoordig kan wees by Die Kraaltjie en Dumas/Goewerment glipbane, wat sal optree as verteenwoordigers van die LBRCT. Hulle sal mense bystaan met inligting oor vislisensies en boot lisensies. Ons het ook van hierdie vergadering verstaan dat die LBRCT hierdie studente sal oplei en dat Hessequa Munisipaliteit hierdie studente sal betaal.

Die WPBGF verwag steeds dat die LBRCT meer effektief en pro-aktief sal optree in terme van die toepassing van regulasies oor gedrag van mense op bote op die rivier, asook die onwettige

uithaal en verkoop van aas. Wat het u bespreking uitgelewer in verdere gesprekke in terme van wetstoepassing en die kanselasie van boot lisensies?

Die WPBGF ondersteun die hernuwing van die kontrak met LBRCT en ons hoop om nou saam te werk om ons omgewing te beskerm.

Dankie en groete,

Nicolene

Voorsitter

WPBGF"

The proposed renewal of the current SLA with the LBRCT was therefore supported by the community of Witsand and consiquently presented to the **Development Planning Portfolio Committee** of **15 April 2026** with the following recommendations:

"1. That the Committee support and endorse that:

1.1 Hessequa Municipality continue with the current tri-party service level agreement with the Lower Breede River Conservancy Trust and the Swellendam Municipality.

1.2 The continuation of the transfer payment arrangement and the related contractual requirements as per the current service level agreement, be confirmed.

1.3 The abovementioned tri-party service level agreement be renewed for another 3 years from 1 July 2026.

1.4 That the item be referred to Council for approval.

2. That the tri-party service level agreement be made public upon conclusion."

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **29 April 2026** 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

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

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 approve and endorse that:
    1.1 Hessequa Municipality continue with the current tri-party service level agreement with the Lower Breede River Conservancy Trust and the Swellendam Municipality.
    1.2 The continuation of the transfer payment arrangement and the related contractual requirements as per the current service level agreement, be confirmed.
    1.3 The abovementioned tri-party service level agreement be renewed for another 3 years from 1 July 2026 till 30th June 2029.
2. That the tri-party service level agreement be made public upon conclusion.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Development Planning – Mr. H Visser

ATTACHMENTS / STAWENDE DOKUMENTE

Proposed Service Level Agreement

TRIPARTITE SERVICE LEVEL AGREEMENT

entered into by the

MUNICIPALITY OF SWELLENDAM

and the

MUNICIPALITY OF HESSEQUA

and the

LOWER BREEDE RIVER CONSERVANCY TRUST

Registration No IT 410/2000

regulating certain funding, financial, compliance and conservation management services in the designated area of the Breede River Estuary.

THE PARTIES AGREE AS FOLLOWS:

1. PARTIES TO THE AGREEMENT

The parties to this agreement are:

1.1 The **Swellendam Municipality** as a demarcated local municipality, herein represented by _____ in her capacity as **Municipal Manager** of the **Swellendam Municipality.**

1.2 The **Hessequa Municipality** as a demarcated local municipality, herein represented by _____ in his capacity as **Municipal Manager** of the **Hessequa Municipality**.

1.3 The **Lower Breede River Conservancy Trust**, a registered qualified nongovernmental organisation (NGO) with **Registration Number IT 410/2000**, represented herein by Andrew Crawford_____ and duly authorised thereto by resolution of its Trustees. Resolution attached as **Appendix I**.

2. DEFINITIONS

In this agreement, unless the context otherwise requires, the words and expressions listed in Appendix II shall have the meanings thus assigned to them.

3. INTERPRETATION

The rules of interpretation for this agreement are set out in **Appendix III** hereto.

4. DURATION OF THE AGREEMENT

4.1 This agreement shall commence on **1 July 2026** and shall terminate on **30 June 2029**, irrespective of its date of signature.

4.2 The parties shall have the option to extend this agreement for further periods and shall exercise this option by giving written notice to the other parties not later than one month before the aforementioned termination date and subject to both parties' executives approval.

5. PURPOSE OF THE AGREEMENT AND APPOINTMENT

5.1 Various legislation places certain environmental service delivery responsibilities on Swellendam Municipality and Hessequa Municipality with regard to river management, (hereinafter the respective parties are collectively referred to as the **Municipalities**)

5.2 Lower Breede River Conservancy Trust as LBRCT:

5.2.1 The Lower Breede River Conservancy Trust; a duly registered Public Benefit Organisation acts as the service delivery authority for both Swellendam Municipality

(since 2003) and the Hessequa Municipality (since 2009) in the context of a Service Level Agreement in the designated area of the Breede River Estuary;

5.2.2 The Lower Breede River Conservancy Trust employs trained and experienced personnel and has the resources and experience to ensure continuing cost-effective compliance and has the requisite operational efficiency to address environmental service delivery to the Municipalities.

5.2.3 The Lower Breede River Conservancy Trust [hereinafter referred to as the LBRCT] is hereby contracted in terms of this agreement to deliver the services required by the Municipalities [hereinafter referred to as the **Municipalities**].

5.3 The LBRCT shall conduct its obligations and duties in terms of this agreement as an independent contractor and not be regarded as being in the employ of the respective Municipalities.

5.4 The purpose of this agreement is not to pay the LBRCT for services rendered but to allocate funds to the LBRCT in support of their functions and duties and in lieu of the grant funding allocated in terms of section 67 of the MFMA, to expect from the LBRCT to render the functions and take responsibility for the obligations as stipulated in this agreement.

5.5 The grant funding allocated to the LBRCT does not constitute a commercial or business transaction.

6. FUNDING ARRANGEMENTS

6.1 The Municipalities' agree to allocate grant funding to the LBRCT in terms of this agreement to assist the LBRCT in line with their Trust mandate as stipulated in this agreement and further in order to ensure that the duties and responsibilities for the management of the Breede River Estuary, the environmental responsibilities and the enforcement of the municipal by-laws is effectively and efficiently dealt with by the LBRCT;

6.2 The amount of funding considered by the respective municipalities for payment to the LBRCT shall be based on an annual submission of income and expenditure projections by the LBRCT and shall be considered for approval and funding in the annual operational and adjustment budgets of the respective municipalities.

6.3 Payment for services rendered shall, in the first instance, be set off against all revenue collected by the LBRCT on behalf of the respective Municipalities in terms of this agreement.

6.4 Any shortfall of funds approved in the operational adjustment budgets of the respective Municipalities, after taking into account the revenues collected as envisaged in clause 6.2, shall be paid in equal shares by the respective municipalities

and paid at quarterly intervals on submission of financial reports on income and expenditure.

6.5 Where costs for services are requested by one of the Municipalities only, these shall be for its account only and not be shared between the two Municipalities.

6.6 The amount of revenue collected on behalf of the municipalities in a previous financial year shall be the benchmark used to estimate the funding requirements for the next financial year.

6.7 Funding allocations to the LBRCT will be regarded as 'transfer payments' as governed by the Local Government Municipal Finance Management Act, 2003 (Act 56 of 2003), [hereinafter referred to as the MFMA] more specifically section 67(1) and (3).

6.8 The procedure and protocols regarding revenue generation, the instituting of claims for funding allocations and transfers and relevant reporting and monitoring shall be governed through the Liaison Committee as envisaged in clause 9 below.

6.9 The LBRCT retains the discretion to subsequently spend the cash received on any goods and/or services according to their individual needs subject to compliance with the stipulations of this agreement.

7. DUTIES AND RESPONSIBILITIES OF THE LBRCT

7.1 Financial management

7.1.1 The LBRCT shall provide the Municipalities annually by February of each year, with the following:

i) Its most recent financial statements prepared by a registered accountant accompanied by a certificate from its auditor that the LBRCT has established effective, efficient and transparent financial management and internal control systems;

ii) A business plan for the next financial year, with a proposed budget for the costs to be incurred by the LBRCT with regards to its operations together with a breakdown to indicate the envisaged revenue to be collected for services rendered, as well as the anticipated shortfall to be financed by the two Municipalities;

iii) An operating budget based upon the actual audited costs incurred by the LBRCT in providing the required services in a previous financial year, with motivated increases, as and where necessary; and shall include items of a capital nature which are required for service delivery; and b) an income budget based on the estimated income to be received;

iv) A motivated proposal for consideration and due processing by the Municipalities regarding fees to be imposed for the registration and licensing of boats in the designated area of the Breede River Estuary;

v) A certificate from its Chief Executive Officer which refers to the following:

- functions and objectives of the LBRCT provided for by law or this agreement;
- the extent to which the LBRCT achieved its objectives for the financial year concerned;
- appropriate performance information regarding the economical, effective and appropriate utilisation of funds; and
- an indication of other funds, if any, received from other organs of State, as well as any undertaking given with regards to such funding.

7.1.3 The LBRCT shall be obliged to manage, enforce and collect:

i) prescribed fees in respect of licences required for activities related to boats on the Breede River Estuary; and

ii) predetermined fines to be imposed in respect of contraventions of the municipal by-laws applicable to river management.

7.1.4 The LBRCT shall ensure that all income derived in terms of this agreement; whether collected by the LBRCT or received as a grant or funding from the Municipalities shall be paid into an exclusive bank account operated in the name of the Lower Breede River Conservancy Trust.

7.1.5 The LBRCT shall keep accurate records of all payments made from or received into this bank account and shall provide monthly management reports of this account to the Municipalities, with a breakdown of monthly expenditure within each month, or as and when required on reasonable written notice from the Municipalities.

7.1.6 The LBRCT shall ensure that all income derived in terms of this agreement is used exclusively for the management, control and the conservation of the designated area of the Breede River Estuary.

7.1.7 Interest earned may only be utilised for the benefit of the project.

7.1.8 Expenditure vouchers, indicating the project reference, must be retained for audit purposes.

7.1.9 The LBRCT grants authorised Municipal officials access to its financial records at all reasonable times and these officials shall be entitled to inspect the LBRCT's records at the LBRCT's premises, after reasonable notice has been given.

7.1.9. A financial statement, preferably audited, but at least certified as materially correct by a registered accountant, which indicates the total allocation, total expenditure and total interest generated must be forwarded to the respective Municipalities within six months at the end of the LBRCT's financial year and should include at least the following:

(i) Audit report;

(ii) Report confirming all assets of the LBRCT, including the assets of the Municipalities;

(iii) Financial statements consisting of the following:

- income statement;
- expenditure statement;
- balance sheet;
- cash flow statement;
- notes to the financial statements; and
- any other documentation required by legislation.

7.2 **Asset management**

7.2.1 It is recorded that the LBRCT will use its own infrastructure to perform in terms of this agreement.

7.2.2 Assets provided to the LBRCT directly by the Municipalities or purchased with funds generated in terms of this agreement shall be managed by the LBRCT for the duration of this agreement but shall remain the property of the Municipalities and only revert back to the Municipalities on termination of this agreement.

7.2.3 The LBRCT shall ensure that proper risk mitigation measures for the protection and safeguarding and insurance of Municipal assets are implemented and maintained; and shall heed the management of asset standards in relation to the MFMA.

7.3 **Registration and licensing of boats**

7.3.1 The policy, protocol and documentation relating to the registration and licensing of boats shall be regulated via the Liaison Committee.

7.3.2 The LBRCT shall be responsible for the registration and licensing of boats and shall be required to inspect boats in the designated area of the Breede River Estuary for due compliance with the by-laws in this regard.

7.3.3 Registration and licensing of boats shall be in accordance with fees as prescribed by the Municipalities.

7.3.4 The LBRCT shall be entitled to appoint and manage vendors for the sale of such registrations and licences on a commission basis in terms of the regulated policy and protocol envisaged in clause 7.3.1.

7.3.5 Commission paid to vendors for the collection of revenues due in terms of this agreement shall be recorded as an expense in the budget of the LBRCT.

7.3.6 The LBRCT shall be responsible for maintaining a database of all boats registered and licensed in terms of this agreement and shall provide an updated copy of the database via the Liaison Committee to the Municipalities on an annual basis and shall allow reasonable access to information on the database whenever requested.

7.3.7 The LBRCT shall render reports on a quarterly basis to the Liaison Committee on all relevant activity in relation to the boat database.

7.3.8 Any application for the registration and/or licensing of any houseboat and/or commercial craft and/or boat over seven metres long (including any sailing boat) and/or with the capacity to carry a crew and/or passenger of 12 or more for commercial or other use shall be referred via the Liaison Committee together with recommendations from the LBRCT for approval by the Municipality.

7.3.9 It is recorded that the Municipalities shall also register and license boats directly. Income received in this regard shall be separately accounted for and paid over to the LBRCT in accordance with a protocol as determined by the Liaison Committee.

7.3.10 Should the Municipalities in terms of its regulations and any relevant legislation order the removal of any boat from the designated area of the Breede River Estuary; and require the LBRCT's assistance therein; any liability and claims related to damage or loss arising from the related action shall rest with the Municipalities.

7.4 **Law Enforcement**

7.4.1 The LBRCT shall be responsible for the enforcement of the by-laws regulating the use of the Breede River Estuary and associated legislation and regulations advised from time to time via the Liaison Committee.

7.4.2 Qualifying individuals in the employ of the LBRCT shall be issued with appropriate licence cards identifying them as authorised peace officers appointed by the Municipalities for the purpose of enforcement of the by-laws and associated legislation and regulations.

7.4.3 The Municipalities and LBRCT shall by mutual agreement determine the scope and extent of additional law enforcement duties, such as those relating to the Marine Living Resources Act 18 of 1998 with amendments and Fishing Control Officers, and responsibilities in terms of other municipal by-laws and statutory responsibilities and

delegate same to specific individuals in the employ of the LBRCT by means of specific appointment letters.

7.5 **Conservation Management Services**

7.5.1 The LBRCT shall continue its current level of conservation management in the designated area of the Breede River Estuary in relation to but not restricted to water quantity and quality, the conservation of biodiversity, land use and infrastructure development and promoting education and awareness.

7.5.2 The parties to this agreement are aware that the Integrated Coastal Management Act, 2008 (No 24 of 2008) details institutional arrangements to contribute to cooperative coastal management in South Africa right at municipal government level and are aware furthermore of the existence of the responsibilities arising out of such direction.

7.5.3 The LBRCT shall assist with the implementation of the Breede River Estuary Management Plan in terms of the Memorandum of Agreement entered into between the LBRCT and the Department of Environmental Affairs & Development Planning (DEA&DP) who will in turn negotiate with the Municipalities their participation and apportionment of cost.

7.5.4 Any extension of the LBRCT's duties to assist in the actual implementation of the Breede River Estuary Management Plan over and above those duties agreed between the LBRCT and DEA&DP shall be governed under terms and conditions of this agreement and determined at Liaison Committee level.

7.5.5 The LBRCT shall be entitled to submit an interim budget for any additional operating costs that may arise as a result of such extension of its duties.

7.6 **Other**

7.6.1 The LBRCT shall from time to time, at the discretion of the respective Municipalities, be requested to provide comment on applications relating to land use planning and building plans for the area within the required periods for each application.

7.6.2 LBRCT shall represent and act on behalf of the respective Municipalities on environmental forums to the extent agreed upon with the Liaison Committee.

7.6.3 LBRCT is also herby appointed as management agent on behalf of the Swellendam Municipality for implementing the Operational Plans and managing the Infanta Slipway, the Moddergat Slipway and the Malagas West Bank Slipway. Fees in this regards will be approved annually at the beginning of each financial year.

7.6.4 As part of its awareness initiatives, the LBRCT shall place particular focus on peak holiday periods at the Government Slipway and the Kraaltjie Slipway.

Notwithstanding the provisions of this Service Level Agreement (SLA), Hessequa Municipality reserves the absolute right, at its sole discretion, to undertake, perform, or assign any or all of the aforementioned functions itself, whether in whole or in part.

These awareness initiatives shall form part of the SLA; however, all associated funding shall be subject to the prior submission, review, and written approval by Hessequa Municipality of a detailed project plan and corresponding budget. No expenditure shall be incurred or claimed unless expressly authorised in writing by Hessequa Municipality and aligned with the approved project plan.

8 DUTIES AND RESPONSIBILITIES OF THE MUNICIPALITIES

8.1 Financial management

8.1.1 The Municipalities shall consider and resolve any queries; disagreements and adjustments to the budget submitted by the LBRCT, and

8.1.2 shall confirm approval of the budget before 15 June of each year.

8.1.3 The Municipalities warrant that fees approved for imposition on the registration and licensing of boats in the designated area of the Breede River Estuary have been duly processed in terms of all legislation and regulations including the MFMA.

8.1.4 The Municipalities shall communicate the claims protocol and procedures by means of the Liaison Committee and shall be responsible for the transfer of all income derived in terms of this agreement to the LBRCT.

8.2 Law Enforcement

8.2.1 The Municipalities shall from time to time communicate additional associated legislation and regulations via the Liaison Committee for enforcement by the LBRCT. Scope and extent of such enforcement shall be determined via the Liaison Committee.

8.2.2 Authorised officials of the Municipalities shall assist the LBRCT in law enforcement operation as and when agreed at Liaison Committee level.

8.2.3 Law enforcement shall be delegated by the Municipalities to specific individuals in the employ of the LBRCT and confirmed by means of certificate of appointment as duly authorised agents and law enforcement officers for the relevant regulations and legislation.

8.2.4 The Municipalities shall provide assistance where possible, in the spirit of this agreement, to train designated individuals in the operation of law enforcement. The cost of such training shall be directly for the Municipalities.

8.2.5 The Municipalities shall provide individuals authorised for law enforcement with the appropriate documentation, including identification, warning notices and fine books to enable such persons to enforce the provisions of the by-laws and associated legislation as provided for in this agreement.

8.2.6 Revisions to, and guidelines on, the practical application of the by-laws shall be communicated to the LBRCT via the Liaison Committee.

8.3 **Other**

8.3.1 The Municipalities shall make available and/or grant access to all applications for land use planning and building for the area to the LBRCT for comment on impacts relating to biodiversity and conservation.

8.3.2 The Municipalities shall be responsible for ensuring legislative compliance with regard to all actions taken and duties and responsibilities carried out in terms of this agreement, particularly in relation to public participation.

8.3.3 The Municipalities shall be responsible for making public the particulars of this agreement as required by Law.

9. LIAISON COMMITTEE

9.1 The parties to this agreement shall within 30 days from date of signature; confirm the details of the nominated individuals for the Liaison Committee from within their respective organisations to function as a coordinating body to ensure proper communication and liaison on all services and protocols as envisaged and reflected throughout this agreement.

9.2 The Liaison Committee shall be representative of all parties to the agreement and meet at least once a quarter for reporting and to provide facilitation in the implementation of this agreement.

9.3 The Liaison Committee role shall include, but not be restricted to:

9.3.1 regulating and monitoring the conditions and provisions of this agreement to ensure uninterrupted service delivery in the best interests of the community and environs of the designated area of the Breede River Estuary; and reviewing annually the performance of the LBRCT in terms of this agreement;

9.3.2 monitoring the building of jetties and slipways;

9.3.3 monitoring of status of land use planning and building plan applications; and

9.3.4 resolving any disputes arising regarding the enforcement of the by-laws and other legislation or regulations in an appropriate manner.

10. INDEMNITY

10.1 The parties to this agreement hereby record that the LBRCT shall be operating as an independent body to the Municipalities.

10.2 The Municipalities shall, for purposes of the agreement, indemnify the LBRCT from any claims for damages or losses of whatever nature, which arise from this project, carried out by the LBRCT in terms of this agreement, unless such damages or losses arise directly from the wilful or grossly negligent conduct of the LBRCT or its employees.

10.3 The parties to this agreement hereby record that no party shall be liable to another for any loss, injury or any other incident suffered or incurred by another party, or for any failure to comply with its obligations in terms of this agreement due to strikes, irregular industrial actions, riots, storms, explosions, force majeure occurrences, war (declared or undeclared) or any other similar cause beyond the reasonable control of any party, and any failure or delay by any party in the performance of any of its obligations in terms of this agreement, due to any of the foregoing causes shall not be considered to be a breach of this agreement.

11. NATURE OF CONTRACT

11.1 It is specifically recorded that this contract is not a contract of employment and that the LBRCT and any person appointed by the LBRCT shall not be regarded as an employee of the Municipalities.

11.2 This agreement constitutes the sole record of the agreement between the parties in regard to the subject matter thereof, but does not seek to limit any statutory powers and functions of the parties.

11.3 No addition to, variation or consensual cancellation of this agreement shall be of any force and effect unless reduced to writing and signed by, or on behalf of the parties to this agreement.

11.4 All appendices to this agreement are regarded as an integral part of this agreement.

12. SERVICE LEVEL

In the event that the LBRCT defaults in the provision of acceptable service levels, the Municipalities shall advise the LBRCT in writing, which advice shall be accompanied by reasons and substantiated evidence. The LBRCT shall upon receiving such complaint investigate it and report its findings to the Liaison Committee and at Liaison

Committee level resolve on the implementation of corrective measures. Unresolved issues shall be referred for arbitration in terms of clause 16 of this agreement.

13. BREACH

13.1 The parties agree to act in good faith and reasonably at all times; and warrant that they shall not do anything to prejudice or detract from the rights or obligations of each other.

13.2 Should any party to this agreement breach any provision of the agreement, the aggrieved party shall give the party in breach fourteen days written notice in which to rectify the breach.

13.3 Should the party alleged to be in breach disagree, the matter shall be referred to arbitration for resolution as provided for in terms of clause 16.

13.4 Subject to clause 13.3, failure to rectify the breach within the specified time period shall entitle the aggrieved party to withdraw from this agreement by written notice addressed and delivered to the domicilium citandi et executandi of the party in breach and the other party thereto.

13.5 It is however specifically recorded that should the breach of the defaulting party relate to a material matter such as fraud or financial mismanagement, the other party shall be entitled to execute its remedies allowed by law to immediately resile from this agreement in order to mitigate its risks, notwithstanding the provisions of clauses 13.3 or 16. In this regard, if the LBRCT is the defaulting party, the Municipalities shall be entitled to cancel this agreement and claim back all allocated funds with interest.

14. DOMICILIUM CITANDI ET EXECUTANDI

14.1 The parties record their addresses for purpose of giving notice, for the serving of any process and for any other purpose arising from this agreement as follows:

SWELLENDAM MUNICIPALITY:
Physical address: 49 Voortrek Street, Swellendam

E-mail address: info@swellenmun.co.za

HESSEQUA MUNICIPALITY:
Physical address: Van Den Berg Street, Riversdale

E-mail address: mm@hessequa.gov.za

LOWER BREEDE RIVER CONSERVANCY TRUST:

Physical address: 2 Main Road, Witsand

E-mail address: info@breede-river.org

14.2 Notice to change the above addresses to any other physical address in South Africa may be given in writing to each other.

15. NOTICES

15.1 Notices in terms of this agreement are required to be in writing which shall include electronic communication.

15.2 All notices given shall be presumed, until proven to the contrary by the other party; to have been received by the addressee:

15.2.1 at the time of delivery, if delivered by hand at the addressee's domicilium; and

15.2.2 seven days after sending via a recognised courier and signed for by the receiving party;

15.2.3 within 48 working hours after electronic transmission.

16. ARBITRATION

16.1 Disputes on any matters arising out of this agreement between the parties which cannot be settled after all reasonable efforts to settle such disputes through consultation and negotiation have failed can be referred to arbitration by any party.

16.2 Written notice of arbitration setting out the particulars of the dispute must be given to the other party.

16.3 Arbitration hearing shall be conducted under the auspices of the Association of the Arbitration Foundation of Southern Africa (AFSA) and commence not later than 3 days after receipt of notice to that effect and shall be completed within 14 days after notice of arbitration has been given.

16.4 All parties must agree to the appointment of a suitable arbitrator, failing which an arbitrator shall be appointed by the chairman of AFSA.

16.5 The decision of the arbitrator shall be final and binding for both parties. Either of the parties shall be entitled to have such a decision be made an order of the court with competent jurisdiction.

17 TERMINATION OF AGREEMENT

17.1 Upon termination of this agreement, whether in terms of clause 4.1 or for any other reason mutually agreed upon by the parties, all capital assets in possession of and

purchased by the LBRCT from funds generated in terms of this agreement shall be transferred back to the Municipalities and all surplus income shall be transferred to the Municipalities, provided that the LBRCT shall be entitled to deduct from any monetary surpluses it holds, the monetary value of any damages suffered as a result of any breach of by the municipalities.

THUS, DONE AND SIGNED BY REPRESENTATIVES OF THE PARTIES WHO WARRANT THAT THEY ARE DULY AUTHORISED THERETO ON THIS ..... DAY OF ..... 2024.

As witnesses:

1. _____

_____ 2. _____

SWELLENDAM MUNICIPALITY

THUS DONE AND SIGNED BY REPRESENTATIVES OF THE PARTIES WHO WARRANT THAT THEY ARE DULY AUTHORISED THERETO ON THIS .....DAY OF .....2024.

As witnesses:

1. _____

_____ 2. _____

HESSEQUA MUNICIPALITY

THUS DONE AND SIGNED BY REPRESENTATIVES OF THE PARTIES WHO WARRANT THAT THEY ARE DULY AUTHORISED THERETO ON THIS..... DAY OF .....2024.

As witnesses:

1. _____

_____ 2. _____

LOWER BREEDE RIVER CONSERVANCY TRUST

Appendix I: Resolution of the Lower Breed River Conservancy Trust

Appendix II: Definitions

Appendix III: Rules of Interpretation

Appendix II

DEFINITIONS

The following words and expressions shall have the following meanings in this agreement unless otherwise required by the context in which they are used:

Agreements refers to this agreement and all schedules, appendices, attachments, addendums and variations or amendments thereof, duly effected in terms of this agreement.

By-law refers to the by-laws promulgated by the Swellendam Municipality for the control and use of the Breede River, and by the Hessequa Municipality for the control and use of the Breede River, as noted in relevant by-law and any subsequent amendments.

Designated area of the Lower Breede River and Breede River Estuary shall mean the area of jurisdiction for the operation of the LBRCT as envisaged in the applicable estuary management plan approved in accordance with the national estuarine management protocol; the exact parameters of which shall be confirmed and documented at Liaison Committee level.

Fees refers to the fees, tariffs and fines, as determined by the Municipalities in conjunction with the LBRCT's budget proposal, to be paid for licensing, registration and operating of boats in the designated area of the Lower Breede River and Breede River Estuary.

Signature date refers to the date of the signing of this agreement by the last party signing it.

APPENDIX III

RULES OF INTERPRETATION

1. Unless inconsistent with the context in which it is used in this agreement, a word or expression which denotes:
   1.1 Any gender includes the other gender;
   1.2 A natural person includes a corporate body, all forms of firms or associations and vice versa;
   1.3 Singular includes the plural and vice versa;
   1.4 Time shall be reference to South Africa time;
   1.5 A day shall be reference to a calendar day.
2. Derivatives of any word or expression shall have corresponding meanings, unless inconsistent with the context in which they are used in this agreement.
3. Headings of paragraphs and / or clauses shall not be used in the interpretation thereof.
4. Any number of days prescribed in this agreement, shall be considered exclusively of the first day and inclusively of the last day.
5. When figures are referred in numerals and in words, the words shall prevail if there is any conflict between the two.
6. All reference to a statutory provision or enactment shall include references to any amendment, modification or re-enactment of any such provision or enactment, whether before or after the date of signature, to any previous enactment which has been replaced or amended and to any regulation or order made under such provision or enactment.
7. All appendices are and shall remain an integral part of this agreement.

9.2 HOUSE SHOP POLICY REVIEW: MARKET AREA ASSESSMENT

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 29 April 2026

Report by / Verslag deur: Town Planner: Wessel van Brakel

PURPOSE OF REPORT / DOEL VAN VERSLAG

For the Council to approve the incorporation of certain revisions to the House Shop Policy as follows: 1. The 200-metre spacing exemption for new house shops within new housing developments; 2. That a market area, based on a 1:50 ratio, be used to determine the number of house shops within an area; 3. The amendment of the House Shop definition to include a manager.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

At its meeting held on **18 March 2026**, the **Portfolio Committee** considered two alternative proposals regarding the proposed amendments to the House Shop Policy (2025) and resolved that the item be referred to the Executive Mayoral Committee for a final decision:

"*Proposal 1 recommends that the proposed amendments be supported and incorporated into the policy. These include:*

- *An exemption for new housing developments from the 200-metre spacing rule between House Shops;*
- *The assessment of desirability based on the market area instead of a fixed distance;*
- *The application of a market ratio of 1:50 within new housing developments.*
- *It further proposes that the item be referred to the Council for consideration and a final decision on the incorporation of these amendments.*

Proposal 2 recommends that the proposed amendments not be supported. This includes rejection of:

- *The exemption for new housing developments from the 200-metre spacing rule;*
- *The replacement of the fixed distance requirement with a market area assessment;*
- *The introduction of a market ratio of 1:50.*
- *This proposal further recommends that the existing House Shop Policy (2025) remain unchanged and in force."*

The current House Shop Policy (2025) includes a 200-metre spacing rule (Section 2(f)) to prevent clustering of House Shops and promote equitable distribution within residential areas. Section 2(g) allows consideration of a 200-metre walking route in special cases.

At a workshop on **18 February 2026**, proposed amendments were discussed, including exemptions for new housing developments, market area assessments, and the introduction

of a market ratio. Councillors expressed concerns regarding potential subjectivity and the removal of the spacing restriction, and no agreement was reached at that stage.

At its meeting on **26 March 2026**, the **Executive Mayoral Committee** recommended and approved the following revisions to the House Shop Policy (2025), which are to be incorporated into the Policy and referred to Council for formal decision:

"1. Exemption for new housing developments – The 200-metre spacing rule shall not apply to new housing developments.

2. Market area assessment – Desirability shall be assessed according to the market area rather than a fixed distance.

3. Market ratio – A ratio of 1:50 shall be applied to new housing developments.

4. House Shop management – The definition of a House Shop has been amended to include a manager."

These additional rules are intended to strengthen the operational framework of the Policy and ensure compliance, while maintaining flexibility for appointed management.

It is recommended that Council approve these proposed amendments, as recommended by the Executive Mayoral Committee. Attached is the House Shop Policy (2025) with the proposed amendments highlighted for ease of reference.

Decision by the **Executive Mayoral Committee**, dated **26 March 2026**:

"*1. That the Committee take note of the proposed revisions to the House Shop Policy (2025) and the outcome of the workshop on 18 February 2026.*

2. That the following three proposals be incorporated into the House Shop Policy:

2.1 Exemption for new housing developments – That the 200-metre spacing rule between House Shops shall not apply to new housing developments.

2.2 Market area assessment – That the desirability of a House Shop shall be assessed according to its market area rather than a fixed distance.

2.3 That a market ratio of 1:50 be applied to new housing developments.

2.4 That the definition of a House Shop, as defined within the House Shop Policy, be amended to include a manager of a House Shop.

3. That the Item be referred to Council for consideration and decision regarding the incorporation of the proposed amendments."

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

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 report and the proposed revisions to the policy are noted.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council approve the following revisions to the House Shop Policy (2025):
    1.1 Exemption for new housing developments – That the 200-metre spacing rule between House Shops shall not apply to new housing developments.
    1.2 Market area assessment – That the desirability of a House Shop shall be assessed according to its market area rather than a fixed distance.
    1.3 That a market ratio of 1:50 be applied to new housing developments.
    1.4 That the definition of a House Shop, as defined within the House Shop Policy, be amended to include a manager of a House Shop.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Development Planning – Mr HS Visser

ATTACHMENTS / STAWENDE DOKUMENTE

Revised House Shop Policy.

HESSEQUA

Munisipaliteit

Beleid

HUISWINKEL

"As Hessequa Munisipaliteit bepaal ons waardes wie ons is, en moet ons daagliks 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."

"'n Sorgsame, dienende en groeiende Hessequa"

Goedgekeur:

Raadsbesluit:

DEFINISIE VAN HUISWINKEL:

"Huiswinkel" beteken die bedryf van kleinhandel vanuit 'n wooneenheid, tweede woning of buitegebou deur die erfeienaar of 'n aangestelde persoon, met dien verstande dat die dominante gebruik van die eiendom steeds gebruik moet word as leefruimte vir die inwoners, daarvan. Die erfeienaar moet te alle tye op die eiendom woon, terwyl die persoon watdie huiswinkel bedryf op die erf kan woon.

1. AANSOEK

a. Aansoek om 'n Huiswinkel te bedryf moet gemaak word deur middel van 'n Vergunningsgebruik in gevolge Artikel 15(2)(o) van die Hessequa Munisipaliteit: Verordening op Grondgebruikbeplanning, 2015, (P.K. 287 van 2015).

b. Aansoekvorms vir 'n Vergunningsgebruik is beskikbaar by die Departement: Stadsbeplanning en 'n aansoekfooi soos bepaal in die tariewelys is betaalbaar by indiening van die aansoek.

c. 'n Standaard kennisgewing op die perseel moet volle inligting verskaf met betrekking tot die huiswinkel wat die applikant beoog en moet melding maak dat enige besware aan die Munisipaliteit gerig kan word binne 14 dae vanaf die oprigting van die kennisgewing. Die applikant sal slegs op terrein adverteer en nie in die Plaaslike Koerant nie.

d. Die applikant moet skriftelike kennisgewings op die omliggende erfeienaars dien wat uitgewys sal word deur die Departement: Stadsbeplanning en moet aldus bewys lewer dat sulke kennisgewings gedien was op erf eienaars en die bewyse aan die Departement: Stadsbeplanning stuur.

e. Fotobewys dat die voornemende Huiswinkel op die eiendom geadverteer word, moet ook aan die Departement: Stadsbeplanning, gelewer word.

f. Die toestemming tot 'n Vergunningsgebruik deur die gedelegeerde amptenaar vir 'n Huiswinkel sal slegs op die erf eienaar van toepassing wees.

g. Die persoon wat die Huiswinkel bedryf, kan die erf eienaar self wees of die eienaar kan 'n persoon aanstel / in diens neem om die Huiswinkel namens hom/haar te bedryf.

h. Slegs 'n geregistreerde erf eienaar mag aansoek doen vir 'n Huiswinkel op sy erf.

i. Die regte om 'n Huiswinkel te bedryf mag nie aan enige ander party gesedeer word nie.

j. Indien 'n eiendom waarop 'n Huiswinkel goedgekeur is verkoop word, sal die regte van die Huiswinkel verval.

k. Deernisgevalle kan ook aansoek doen vir Huiswinkels en alle aansoeke sal na die Inkomste Afdeling verwys word.

2. STADSBEPLANNINGSREGULASIES

a. Slegs een kamer van die primêre woning of motorhuis of buitegebou, sal omgeskakel word vir kleinhandel gebruik en mag nie meer as 30% van die totale vloeroppervlakte van alle geboue op die erf beslaan nie.

b. 'n Huiswinkel mag nie vanuit 'n "Wendyhuis", karavaan of skeepsvraghouer, bedryf word nie.

c. Die huis moet hoofsaaklik 'n residensiële funksie hê.

d. Die Huiswinkel mag nie 'n negatiewe impak op die omliggende eiendomme hê nie en maatreëls moet getref word om aflaai van goedere te vergemaklik en om doeltreffende vullisverwydering te verseker ens.

e. Bedryfsure word beperk tussen 06:00 tot en met 22:00.

f. Dat geen nuwe Huiswinkel binne 'n 200m radius vanaf 'n reeds bestaande Huiswinkel goedgekeur word nie.

g. Dat indien aansoek gedoen word vir 'n Huiswinkel binne 'n radius van 200m vanaf 'n bestaande Huiswinkel en die applikant kan bewys dat publiek verder as 200m moet stap om by 'n Huiswinkel uit te kom, kan 'n 200m staproete ook gebruik word vir die evaluering van die Huiswinkel.

h. Dat die 200-meter-afstandreël tussen huiswinkels nie op nuwe behuisingsontwikkelings van toepassing sal wees nie.

i. Die wenslikheid van 'n huiswinkel sal beoordeel word volgens sy markarea eerder as 'n vaste afstand.

j. Dat 'n markverhouding van 1:50 op nuwe behuisingsontwikkelings toegepas sal word.

3. ADVERTERING OP PERSEEL

a. Na goedkeuring kan 'n advertensiebord opgesit word ooreenkomstig Hessequa Munisipaliteit se Advertensiebeleid.

4. GESONDHEIDSREGULASIES

a. Alvorens die aansoek om Vergunningsgebruik vir die bedryf van 'n Huiswinkel deur die gedelegeerde amptenaar oorweeg sal word, moet die aansoek vir voorlopige kommentaar verwys word na die Tuinroete Distriksmunisipaliteit: Gesondheid met betrekking tot Gesondheidsregulasies.

b. 'n Geskiktheidsertifikaat in terme van R918/99 kragtens Wet op Gesondheid (Wet 63 van 1977) mag slegs uitgereik word deur Tuinroete Distriksmunisipaliteit: Gesondheid, **ná** goedkeuring deur Hessequa Munisipaliteit van die Vergunningsgebruik vir 'n Huiswinkel. Indien hierdie sertifikaat nie uitgereik word nie, sal die Huiswinkel beskou word as 'n onwettige grondgebruik.

5. MUNISIPALE PROSEDURES

a. Die applikant moet 'n Vergunningsgebruiksaansoek om 'n huiswinkel te bedryf, indien by die Departement: Stadsbeplanning.

b. Die Departement: Stadsbeplanning moet die inligting in verband met die aansoek na die Tuinroete Distriks-Munisipaliteit se Departement: Gesondheid stuur.

c. Die Stadsbeplanningsdepartement moet ook 'n ondersoek doen en kommentaar verkry van die Wykskomitee, van die Wyk waarbinne die eiendom geleë is.

d. Die aansoek moet na die SAPD verwys word vir kommentaar.

e. Die gedelegeerde amptenaar sal die aansoek oorweeg en die applikant skriftelik inlig betreffende die besluit.

f. 'n Volledige rekord van alle huiswinkels sal gehou word deur die Stadsbeplanningsdepartement.

g. Geen vermaaklikheidslisensie ("game shop") is van toepassing op 'n huiswinkel ("spaza shop") goedkeuring nie.

6. ONTTREKKING VAN VERGUNNINGSGEBRUIKSREGTE

Enige oortreding van die bogenoemde riglyne of enige geskrewe klagtes wat deur amptenary van die Raad of deur die gemeenskap, aanhangig gemaak word of oorgedra word, moet aan die Departement: Stadsbeplanning gerapporteer word:

Die volgende stappe word daarna oorweeg:

i) 'n Boete van R 5000.00 kan die eienaar opgelê word, ingevolge Artikel 15(5) saamgelees met Artikel 86 (1)(a) van Hessequa Munisipaliteit: Verordening op Grondgebruikbeplanning, 2015;
ii) Die Vergunningsgebruiksregte kan teruggetrek word en die winkel sal gesluit word;
iii) Indien die eienaar die Huiswinkelbeleid vir die 2de keer oortree, sal die winkel finaal gesluit word.

HESSEQUA

Municipality

Policy

HOUSE SHOP (SPAZA SHOP)

"As Hessequa Munisipaliteit bepaal ons waardes wie ons is, en moet ons daagliks 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 werkspiek. 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"

Approved:

Council's decision:

DEFINITION OF HOUSE SHOP:

"House Shop" means the operation of a retail business from a residential unit, second home, or outbuilding by the erf owner or an appointed person, provided that the dominant use of the property remains as living space for the residents. The erf owner must reside on the property at all times, while the person operating the home shop may reside on the erf.

1. APPLICATION

a. Application to operate a House Shop must be made by means of a Consent Use in terms of Section 15(2)(o) of the Hessequa Municipality: Land Use Planning By-Law, 2015, (P.N. 287 of 2015).

b. Application forms for a Consent Use are available from the Department of Town Planning, and an application fee as stipulated in the tariff list is payable upon submission of the application.

c. A standard notice on the premises must provide full information regarding the House Shop intended by the applicant and must state that any objections may be lodged with the Municipality within 14 days from the establishment of the notice. The applicant will only advertise on the site and not in the Local Newspaper.

d. The applicant must submit written notices to the surrounding erf owners, which will be pointed out by the Department of Town Planning, and must thus provide proof that such notices were served on erf owners and send the evidence to the Department of Town Planning.

e. Photographic proof that the prospective Home Shop is advertised on the property must also be submitted to the Department: Town Planning.

f. The permission for a Consent Use by the delegated official for a House Shop will only apply to the erf owner.

g. The person who operates the House Shop can be the property owner himself, or the owner can appoint/employ someone to operate the Home Shop on his/her behalf.

h. Only a registered erf owner may apply for a House Shop on his erf.

i. The rights to operate a Home Shop may not be ceded to any other party.

j. If a property on which a Home Shop has been approved is sold, the rights of the Home Shop will lapse.

k. Compassion cases can also apply for House Shops, and all applications will be referred to the Revenue Department.

2. TOWN PLANNING REGULATIONS

a. Only one room of the primary dwelling or garage, or outbuilding, will be converted for retail use and may not cover more than 30% of the total floor area of all buildings on the erf.

b. A House Shop may not be operated out of a "Wendy house", a caravan or a shipping container.

c. The house must mainly have a residential function.

d. The House Shop may not have a negative impact on the surrounding properties, and measures must be taken to facilitate the unloading of goods and to ensure efficient refuse removal, etc.

e. Operating hours are limited to between 06:00 until 22:00.

f. That no new House Shop is approved within a 200m radius of an existing House Shop.

g. That if an application is made for a House Shop within a radius of 200m from an existing House Shop and the applicant can prove that the public must walk more than 200m to reach a House Shop, a 200m walking route can also be used for the evaluation of the house store.

h. That the 200-metre spacing rule between house shops shall not apply to new housing developments.

i. The desirability of a house shop shall be assessed according to its market area rather than a fixed distance.

j. That a market ratio of 1:50 will be applied to new housing developments.

3. ADVERTISING ON THE PROPERTY

a. After approval, an advertisement board can be set up in accordance with the Advertising Policy of Hessequa Municipality.

4. HEALTH REGULATIONS

a. Before the Application for Consent Use for the operation of a House Shop will be considered by the delegated official, the application for preliminary comment must be referred to the Garden Route District Municipality: Health Department, regarding Health Regulations.

b. A certificate of fitness in terms of R918 / 99 in terms of the Health Act (Act 63 of 1977) can only be issued by the Garden Route District Municipality: Health Department, **after** approval by Hessequa Municipality of a Consent Use for a House Shop. If this certificate is not issued, the House Shop will be considered illegal land use.

5. MUNICIPAL PROCEDURES

a. The applicant must submit a Consent Use Application to operate a House Shop to the Department of Town Planning.

b. The Department of Town Planning must send information regarding the application to the Garden Route District Municipality, Department of Health.

c. The Department of Town Planning must also investigate and obtain comments from the Ward Committee, from the Ward within which the property is located.

d. The application must be referred to the SAPS for comment.

e. The delegated official will consider the application and inform the applicant in writing of the decision.

f. A complete record of all House Shops will be kept by the Department of Town Planning.

g. A game shop (entertainment license) does not apply to a House Shop (spaza shop) approval.

6. WITHDRAWAL OF LICENSE USE RIGHTS

Any breach of the above guidelines or any written complaints lodged or transmitted by Council officials or members of the community must be reported to the Department of Town Planning:

The following steps are then considered:

i) A fine of R 5000.00 may be imposed on the owner, in terms of Section 15 (5) read with Section 86 (1) (a) of Hessequa Municipality: Land Use Planning By-law, 2015;

ii) The License Use Rights may be revoked, and the House Shop will be closed;

iii) If the owner violates the House Shop policy for the 2nd time, the House Shop will be finally closed.

9.3 KANSELLASIE VAN KOOPOOREENKOMS TUSSEN HESSEQUA MUNISIPALITEIT EN GENKEN PROPERTIES CC T.O.V 'N GEDEELTE VAN RESTANT VAN ERF 281 (ONGEVEER 1.6 HA), GOURITSMOND

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 29 April 2026

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

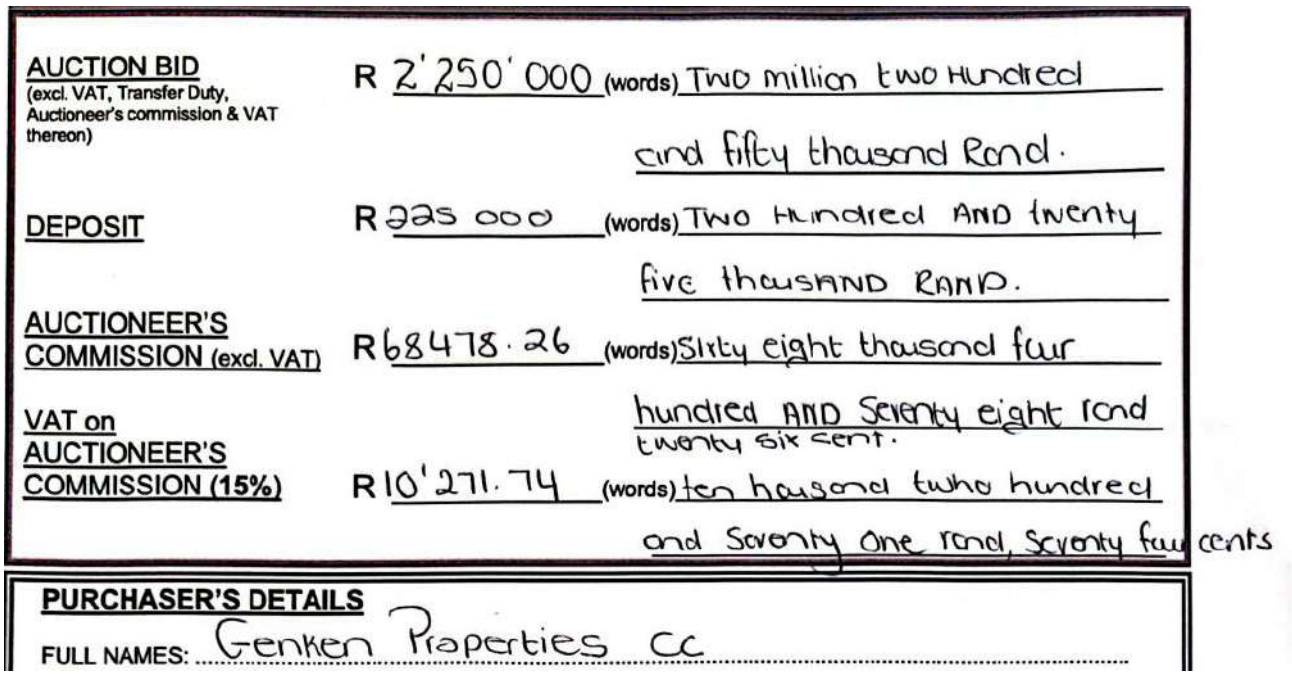
PURPOSE OF REPORT / DOEL VAN VERSLAG

Vir die Raad om die versoek van Genken Properties CC, verteenwoordig deur Mnr. J.C. Kruger, om die koopooreenkoms met Hessequa Munisipaliteit ten opsigte van 'n gedeelte (ongeveer 1,6 ha) van die Restant van Erf 281, Gouritsmond, te kanselleer, goed te keur.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

'n Gedeelte (ongeveer 1,6 ha) van die Restant van Erf 281, Gouritsmond, is deur middel van 'n aanlyn veiling op **20 en 21 Mei 2025** te koop aangebied deur die Raad se afslaers, Claremart.

Die hoogste aanbod is van Genken Properties CC ten bedrae van R2 250 000.00 (BTW uitgesluit) ontvang.



AUCTION BID (excl. VAT, Transfer Duty, Auctioneer's commission & VAT thereon): R 2'250'000 (words) Two million two Hundred and fifty thousand Rand.

DEPOSIT: R 225 000 (words) Two Hundred AND twenty five thousAND RAND.

AUCTIONEER'S COMMISSION (excl. VAT): R 68478.26 (words) Sixty eight thousand four hundred AND Seventy eight rand twenty six cent.

VAT on AUCTIONEER'S COMMISSION (15%): R 10'271.74 (words) ten housand twho hundred and Seventy One rand, Seventy four cents

PURCHASER'S DETAILS

FULL NAMES: Genken Properties CC

Die spesifieke area word op die onderstaande uitleg aangedui.



Die Raad het die volgende besluit op **11 Junie 2025** geneem:

"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 koopooreenkoms.

3. Dat die Munisipale Bestuurder gemagtig word om die koopooreenkoms tussen Hessequa Munisipaliteit en Genken Properties CC vir die bedrag van R2 250 000.00 (BTW uitgesluit) te onderteken."

Na die bovermelde besluit is die koopooreenkoms onderteken deur die partye. Die onderstaande klousule is 'n uittreksel uit die koopkontrak en dit is belangrik om daarop te let dat die transaksie onderhewig is aan die **suksesvolle onderverdeling en hersonering** van die eiendom deur Hessequa Munisipaliteit sowel as die verkryging van 'n **Rekord van Besluit** deur die koper vanaf die Departement van Omgewingsake.

35. **SPECIAL CONDITIONS:**

35.1 The sale is subject to the rezoning and subdivision of the property by the Seller;

35.2 The Purchaser undertakes to develop the property into a Retirement Village within 5 (five) years of registration of the property to the Purchaser.

35.3 The Purchaser acknowledges that they will be responsible for all costs associated with the purchase of the property, which include but is not limited to the purchase price, land use application cost, advertisement cost (See Annexure B), as well as the transfer fees and any other costs that may be incurred to effect transfer.

35.4 The Purchaser will be responsible to connect to all municipal infrastructure, at its own cost, to secure the necessary municipal services on the property.

35.5 The transfer of the property will take place upon the successful submission of a positive Record of Decision (R.O.D) from the Department of Environmental Affairs

Nadat die koopooreenkoms onderteken is, is Thengu Surveys (PTY) Ltd deur middel van ‘n geslote kwotasie proses aangestel om die onderverdeling en hersonering van die eiendom te doen.

Page 1 of 2

HESSEQUA
Local Municipality

PO Box 29
Riversdale
6670

+27 28 713 8000
+27 28 713 3146
info@hessequa.gov.za

Requisition Number
91317

Order Number
0001038553

Date
20251105

VAT Reg No: 4780193258

PURCHASE ORDER

Delivery address: HESSEQUA MUNISIPALITEIT, RIVERSDAL BURGERSENTRUM, VAN DEN BERG STRAAT, RIVERSDAL, 6670

Supplier: THENGU SURVEYS (PTY) LTD UNIT 52 OCEAN BREEZE ST GEORGES STREET MUIZENBURG 7945	Contact Number: Creditor Number: 574802 Contact Person:

Please supply the following goods / services specified below

Item No	Description	Qty	Unit Price	Item Disc %	Price incl. VAT
A001	The subdivision & rezoning to general residential 2 with consent use as a retirement village of a Portion(approximately 16000 sq.m) of Erf 281, Gouritsmond.(All cost inclusive). **DELIVERY TO: PROPERTY MANAGEMENT	1.000	120000.00	0.00	138,000.00

‘n Afskrif van die koopooreenkoms is aan die koper voorsien en die koper het op sy beurt die nodige konsultante aangestel om ‘n Biodiversiteitstudie te doen. Die volledige verslag is aangeheg tot die item, maar word soos volg opgesom:

"Die verslag behels 'n omgewingstudie op 'n gedeelte (ongeveer 1,6 ha) van Restant van Erf 281, Gouritsmond, met die doel om die plantegroei, biodiversiteit en die moontlike vereistes vir 'n biodiversiteits-"offset" (kompensasie) in die geval van ontwikkeling, te bepaal.

Die studie toon dat die betrokke eiendom binne 'n ***Kritiese Biodiversiteitsgebied (CBA1)*** *geleë is en dat die dominante plantegroeitipe, naamlik* ***Hartenbos Duintierveld****, as* ***bedreig*** *geklassifiseer word. Ten spyte van tekens van historiese versteuring, ondersteun die gebied steeds belangrike biodiversiteit, insluitend verskeie* ***rooilys-plantspesies*** *soos Leucadendron galpinii en Aspalathus odontoloba.*

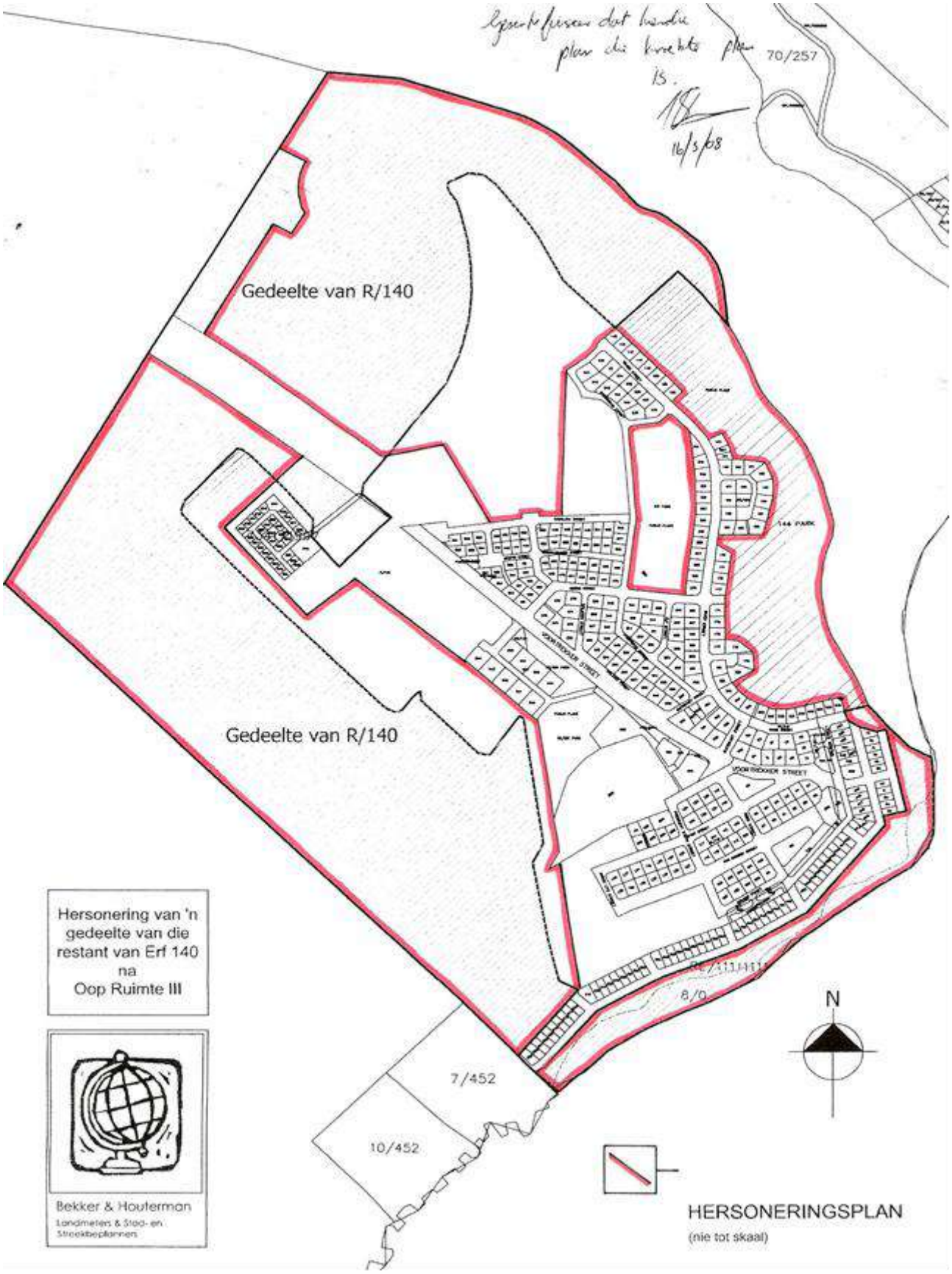
Die terrein toon wel strukturele agteruitgang, onder andere deur die oorheersing van riete en bietou, maar behou steeds ekologiese waarde en sensitiwiteit. Die ontwikkeling van die terrein sal waarskynlik lei tot permanente verlies van habitat en verdere fragmentasie van die ekosisteem.

Op grond van die impakassessering word die verwagte residuele impak as ***matig negatief*** *beskou, wat volgens nasionale riglyne die behoefte aan 'n biodiversiteits-"offset" aktiveer. 'n Aanvangs-"offset"-verhouding van ongeveer* ***10:1*** *word aanbeveel, wat beteken dat sowat 16 h.a. elders beskerm of bestuur moet word om vir die verlies te kompenseer.*

Die verslag beklemtoon dat die vermyding van impakte die voorkeurbenadering bly, en dat "offsets" slegs as 'n laaste uitweg oorweeg moet word. Verdere detailbeplanning kan die finale vereistes en uitvoerbaarheid van die ontwikkeling beïnvloed."

Die meentgronde rondom Gouritsmond, soos in rooi op die onderstaande diagram aangedui, is gehersonseer na 'Natuurgebied' en kan, gegewe die huidige bewaringstatus van die eiendom, nie as 'n geskikte offset-gebied aangewend word nie. Voorts is daar geen ander munisipale eiendom in Gouritsmond beskikbaar wat vir hierdie doel oorweeg kan word nie.

Dit moet verder beklemtoon word dat, selfs indien 'n geskikte offset-gebied beskikbaar was, dit nie as vanselfsprekend aanvaar kan word dat die Departement van Omgewingsake sodanige gebied sou goedkeur nie.



Die koper het die bevindings van die Biodiversiteitstudie, sowel as die feit dat die munisipaliteit nie beskik oor eiendom wat as offset-gebied gebruik kan word nie, met sy span omgewingskundiges bespreek.

Die omgewingskundiges is egter van mening dat dit hoogs onwaarskynlik is dat die koper die nodige goedkeuring (Rekord van Besluit) van die Departement van Omgewingsake sal ontvang, gegewe die teenwoordigheid van beskermde plantspesies op die eiendom. Die beskermende plantspesies kom op ‘n groot gedeelte van die 1.6 hektaar voor welke die ontwikkeling van die aftreeoord op die balans van die eiendom, nie lewensvatbaar maak nie.

Gegewe die geringe kans op sukses met die verkryging van die Rekord van Besluit en die beduidende koste wat die koper sal moet aangaan, het hy ‘n versoek aan Hessequa Munisipaliteit gerig vir die kansellasie van die koopooreenkoms. Die onderstaande e-pos is op 26 Februarie 2026 van Mnr Kruger ontvang:

Kansellasie en terugbetaling aangaande erf 281 Voortrekker Straat Gouritsmond Hessequa

JK

Jc Kruger <jckruger1968@gmail.com>
To Albert Kleynhans; Hendrik Visser

You replied to this message on 2026/03/03 15:06.
If there are problems with how this message is displayed, click here to view it in a web browser.

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the send

Geagte H.Visser en A.Kleynhans soos bespreek in vergadering te Riversdale op 26 Februarie 2026 om 11 am
Soos bespreek en ooreengekom deur byde partye.

Na die biodiversiteit verslag gedoen deur Dr.J Dabrowski van Confluent en die terugvoer van Louise-Marie van Zyl aangestelde EAP.
Dui die verslag op 'n negatiewe uitkoms vir ontwikkeling op bogenoemde erf.

Ten opsigte van die verslag is en sal dit onmoontlik wees om die erf te ontwikkel weens die sensitiwiteit.
Hiermee versoek ek JC Kruger die kansellasie van die ooreenkoms op genoemde erf.
Hiermee versoek ek asseblief my terugbetaling vanaf die aangestelde auctioneer Claremart.
Bedrag is R311605.70

Die bedrag van R311 605.70 bestaan uit die deposito, BTW, afslaers kommissie en advertensiekostes. Die afslaers het ingestem om die deposito, BTW en afslaers kommissie terug te betaal aan die koper, indien die Raad instem tot die kansellasie van die koopooreenkoms. Die advertensiekostes wat deur die koper ingevolge die koopooreenkoms betaal is, word verbeur.

Thengu Surveys (PTY) Ltd is in kennis gestel om hul werksaamhede met betrekking tot die onderverdeling en hersonering van die eiendom te staak. Teen die einde van Februarie 2026 was ongeveer 90% van die werk waarvoor die firma aangestel is, voltooi.

Daar is egter met die Direkteur van Thengu Surveys (PTY) Ltd ooreengekom dat ’n totaal van 75% van die gekwoteerde bedrag van R130 000.00 vir hul dienste betaal sal word (R97 500.00 BTW ingesluit). Die onderverdelingsdiagram is by die Landmeter-Generaal geregistreer, en die munisipaliteit kan, gegewe die teenwoordigheid van beskermde plantegroei op die eiendom, oorweeg om die eiendom as deel van die Natuurgebied in te lyf.

Die munisipaliteit het twee opsies, een – om in te stem tot die kansellasie van die koopooreenkoms en twee – om die koper te verplig om die voort te gaan met sy aansoek by die Departement Omgewingsake welke verdere studies behels en nog kostes sal meebring, vir die koper.

Soos bevestig deur die Omgewingskundiges is dit hoogs onwaarskynlik dat die Departement van Omgewingsake die Rekord van Besluit sal uitreik en in die lig hiervan sal die redelike opsie wees om nie verdere hulpbronne aan die transaksie te bestee nie en in te stem tot die kansellasie van die koopooreenkoms ingevolge klousule 28 van die koopooreenkoms wat as volg lees:

28. These Conditions contain the whole of the agreement between the parties relating to the conditions of purchase and sale of the property and no amendment, alteration, addition, variation or consensual cancellation hereof will be of any force or effect unless reduced to writing and signed by the parties. The parties agree that no other terms or conditions, whether oral or written, and whether express or implied, apply.

Dit is belangrik om te beklemtoon dat die omvang en sensitiwiteit van die beskermde plantegroei op die eiendom nie redelikerwys vooraf bepaal kon word nie en eers aan die lig gekom het nadat die betrokke studie uitgevoer is.

Die item het op **29 April 2026** voor die **Portefeuljekomitee** gedien. Die Komitee het die volgende aanbevelings gemaak:

*"1. Dat die Komitee, met inagneming van die opskortende voorwaardes soos vervat in die koopooreenkoms, asook die bevindinge van die Biodiversiteitstudie en die gepaardgaande omgewingsbeperkings, **goedkeur** dat die koopooreenkoms met Genken Properties CC ten opsigte van 'n gedeelte (1.6 ha) van Erf 281, Gouritsmond **gekanselleer** word ingevolge klousule 28 van die ooreenkoms.*

2. Dat kennis geneem word dat dit, op grond van kundige omgewingsadvies, hoogs onwaarskynlik is dat die Rekord van Besluit deur die Departement van Omgewingsake toegestaan sal word, en dat die voortsetting van die proses verdere kostes en hulpbronbesteding vir beide die koper en die munisipaliteit sal meebring.

3. Dat die Komitee kennis neem dat die omvang en sensitiwiteit van die beskermde plantegroei op die eiendom nie redelikerwys vooraf bepaal kon word nie en eers na afloop van die nodige studies aan die lig gekom het, wat 'n wesenlike invloed op die uitvoerbaarheid van die voorgenome ontwikkeling het.

4. Dat die Komitee kennis neem dat die afslaers ingestem het om die deposito, BTW en afslaers kommissie aan die koper terug te betaal, en dat die advertensiekostes, ingevolge die bepalings van die koopooreenkoms, deur die koper verbeur word, indien die Munisipaliteit sou instem tot die kansellasie van die koopooreenkoms.

5. Dat die Omgewingsbestuur afdeling gemagtig word om, gegewe die omgewingsensitiwiteit van die eiendom, die moontlikheid te ondersoek om die betrokke eiendom formeel as deel van die bestaande Natuurgebied te bestuur en/of te reserveer.

6. Dat die item na die Raad verwys word vir goedkeuring."

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **29 April 2026** 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

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

Die inhoud van die item, soos deur die item skrywer voorsien, is met die Departement Beplanning sowel as Omgewingsbestuur bespreek, en word die aanbevelings aanvaar en ondersteun. As gevolg van die feit dat die totale meentgrond reeds as natuurgebied verklaar is, is daar nie addisionele grond wat as "offset" aangebied kan word nie. Geen grond is ook beskikbaar in Gouritsmond wat as alternatiewe terrein aan die koper aangebied sou kon word nie.

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

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Daar word kennis geneem van die inhoud van die verslag en die aanbevelings word ondersteun.

COMMENTS: HEAD STRATEGIC SERVICES / KOMMENTAAR: HOOF STRATEGIESEDIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

Bestuurder: Omgewingsbestuur – Mnr S Carelse

Gegewe die bevindings van die biodiversiteitsstudie, wat dui op ’n hoë sensitiwiteit van die plantegroei op die betrokke perseel, bestaan daar ’n beduidende waarskynlikheid dat die Departement van Omgewingsake en Ontwikkelingsbeplanning die aansoek of sal weier, of streng voorwaardes en beperkings sal oplê. Sodanige regulatoriese beperkings kan die ekonomiese lewensvatbaarheid van die voorgestelde ontwikkeling wesenlik benadeel, tot die mate dat voortsetting daarvan nie as finansieel haalbaar beskou sal word nie.

Die aanbeveling dat die ooreenkoms gekanselleer moet word, word dus ondersteun.

RECOMMENDATION / AANBEVELING

1. Dat die Raad, met inagneming van die opskortende voorwaardes soos vervat in die koopooreenkoms, asook die bevindinge van die Biodiversiteitstudie en die gepaardgaande omgewingsbeperkings, **goedkeur** dat die koopooreenkoms met Genken Properties CC ten opsigte van ‘n gedeelte (1.6 ha) van Erf 281, Gouritsmond **gekanselleer** word ingevolge klousule 28 van die ooreenkoms.
2. Dat kennis geneem word dat dit, op grond van kundige omgewingsadvies, hoogs onwaarskynlik is dat die Rekord van Besluit deur die Departement van Omgewingsake toegestaan sal word, en dat die voortsetting van die proses verdere kostes en hulpbronbesteding vir beide die koper en die munisipaliteit sal meebring.
3. Dat die Raad kennis neem dat die omvang en sensitiwiteit van die beskermde plantegroei op die eiendom nie redelikerwys vooraf bepaal kon word nie en eers na afloop van die nodige studies aan die lig gekom het, wat ’n wesenlike invloed op die uitvoerbaarheid van die voorgenome ontwikkeling het.
4. Dat die Raad kennis neem dat die afslaers ingestem het om die deposito, BTW en afslaers kommissie aan die koper terug te betaal, en dat die advertensiekostes, ingevolge die bepalings van die koopooreenkoms, deur die koper verbeur word, indien die Munisipaliteit sou instem tot die kansellasie van die koopooreenkoms.
5. Dat die Omgewingsbestuur afdeling gemagtig word om, gegewe die omgewingsensitiwiteit van die eiendom, die moontlikheid te ondersoek om die betrokke eiendom formeel as deel van die bestaande Natuurgebied te bestuur en/of te reserveer.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Waarnemende Direkteur: Korporatiewe Bestuur – Mnr Deon Lewis-Michaels

ATTACHMENTS / STAWENDE DOKUMENTE

Ja, die koopooreenkoms en die studie.

Potential Offset Requirements Associated with Development on RE Erf/281, Gouritsmond.



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TABLE OF CONTENTS

1 INTRODUCTION 1
1.1 PROJECT BACKGROUND 1
2 SITE ASSESSMENT 1
2.1 DESKTOP 1
2.2 SITE DESCRIPTION AND VEGETATION OBSERVATIONS 4
2.2.1 Thatching Reed and Bietou Dominance 4
2.2.2 Low Invasion by Listed Invasive Taxa 5
2.2.3 Hartenbos Dune Thicket and Southwestern Strandveld 5
2.2.4 Plant Species of Conservation Concern 6
2.3 SITE SENSITIVITY 8
3 OFFSET REQUIREMENTS 9
3.1 LIMITATIONS & ASSUMPTIONS 10
3.2 IMPACT ASSESSMENT 11
3.3 OFFSET RATIO 12
3.3.1 Adjustment of the Biodiversity Offset Ratio 13
3.4 OFFSET PRINCIPLES 14
4 REFERENCES 15

LIST OF TABLES

Table 1: Impact assessment table considering development of a 1.6 ha portion of Erf RE/281 12
Table 2: Offset ratios for the Hartenbos Dune Thicket vegetation type. 13

LIST OF FIGURES

Figure 1: The proposed area for a housing development on Erf RE/281, Gourtismond. 1
Figure 2: Map of the WCBSP (2023). 2
Figure 3: The screening tool sensitivity maps for RE281. Terrestrial Biodiversity sensitivity features are indicated on the sensitivity map itself, while the plant species theme species are indicated around the maps, with a legend for the species entries on the bottom right of the image. 3
Figure 4: Two images illustrating the dominance of thatching reed (Thamnochortus insignis) in the fynbos / strandveld section extending westwards from RE/281. 4
Figure 5: An image taken within a dense stand of Bietou (Osteospermum moniliferum). 5
Figure 6: Photos taken during the site assessment of Leucadendron galpinii. The map on the right indicates the sample observations made of the population (i.e., more individuals are present, the sample just indicates areas of potential higher density). 6
Figure 7: Photos taken during the site assessment of Aspalathus odontoloba. The map on the right indicates two sample observations made of the population. 7

Figure 8: Photo taken during the site assessment of Carpobrotus cf. muirii. The map on the right indicates two sample observations made of the population. 7

Figure 9: Photos taken during the site assessment of Asparagus cf. lignosus. The map on the right indicates one observation made during the site assessment. 8

Figure 10: Photos taken during the site assessment of Hermannia lavandulifolia. The map on the right indicates one observation made during the site assessment. 8

Figure 11: Sensitivity of habitat types observed within the site boundaries. 9

Figure 12: The mitigation hierarchy: Successive steps in the hierarchy should only be considered once the previous step has been exhausted. Avoidance of negative impacts is a priority, with compensation/offsets a 'last resort (DFFE, 2023). 10

Figure 13. Offset decision tree adapted from the NBOG (DFFE, 2023). 10

1 INTRODUCTION

1.1 Project Background

Confluent Environmental was appointed to undertake a survey of the vegetation type and plant and animal species occurring on a section of the remainder of Erf 281, Gouritsmond, measuring approximately 1.57 ha in extent (Figure 1). The main objective of the survey was to confirm the vegetation type, discuss species of conservation concern (SCC) and provide an opinion on whether the development of this area would trigger the need for a biodiversity offset in terms of the National Biodiversity Offset Guideline (NBOG; DEADP 2023).



Figure 1: The proposed area for a housing development on Erf RE/281, Gourtismond.

2 SITE ASSESSMENT

2.1 Desktop

At a desktop level the following is relevant:

- According to the Western Cape Biodiversity Spatial Plan (WCBSP, 2023), the proposed development area falls within a natural Critical Biodiversity Area (CBA1 - Figure 2) which can be summarized as follows:
    - Areas in a natural condition that are required to meet biodiversity targets, for species, ecosystems or ecological processes and infrastructure.
    - Maintain in a natural or near-natural state, with no further loss of natural habitat. Degraded areas should be rehabilitated. Only low-impact, biodiversity-sensitive land uses are appropriate.

- The mapped vegetation type for the area is Hartenbos Dune Thicket, which, according to Skwono et al. (2022), can be summarized as follows:
    - Ecosystem Threat Status: **Endangered** (B1(iii) - narrowly distributed with evidence of ongoing biotic disruption from invasive species).
    - Remaining Ecosystem Extent: **79 %**
    - Protection Level: **5.7 % (Poorly Protected)**



Figure 2: Map of the WCBSP (2023).

The South African Screening Tool is illustrated below in Figure 3 (Verburgt et al., 2020). The Plant species that were triggered in the screening tool are also illustrated in Figure 3.

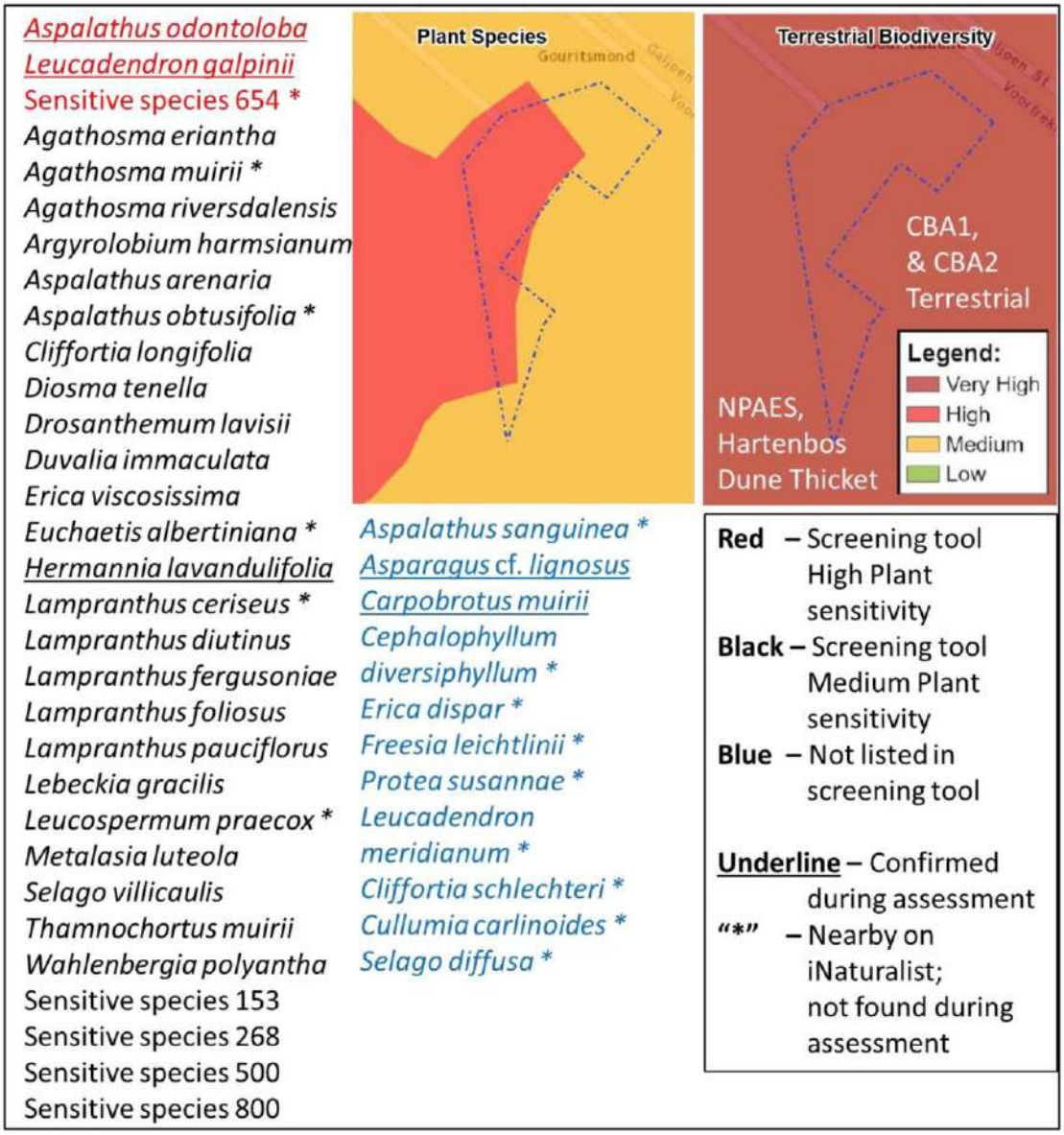


Figure 3: The screening tool sensitivity maps for RE281. Terrestrial Biodiversity sensitivity features are indicated on the sensitivity map itself, while the plant species theme species are indicated around the maps, with a legend for the species entries on the bottom right of the image.

For plant species, a **Medium** sensitivity indicate *"Model-derived suitable habitat areas for threatened and/or rare species are included in the medium sensitivity level. Two types of spatial models have been included. The first is a simple rule-based habitat suitability model where habitat attributes such as vegetation type and altitude are selected for all areas where a species has been recorded to occur. The second is a species distribution model which uses species occurrence records combined with multiple environmental variables to quantify and predict areas of suitable habitat."*

Terrestrial plant species theme of **High** sensitivity indicates *"Recent occurrence records for all threatened (CR, EN, VU) and/or Rare endemic species are included in the high sensitivity level. Spatial polygons of suitable habitat have been produced for each species by intersecting recently collected occurrence records (those collected since the year 2002) that have a spatial confidence level of less than 250 m with segments of remaining natural habitat."*

2.2 Site Description and Vegetation Observations

2.2.1 Thatching Reed and Bietou Dominance

In natural fynbos/strandveld, thatching reeds (restios like *Elegia tectorum* or *Thamnochortus* spp.) occur within a wider array of species. When these stands are dense, near monocultures reed, it means repeated disturbance has occurred at some point in the history of the site (Helme & Rebelo, 2005; Linder, 1990; SANBI, 2020). Even though the reed is native, its unchecked dominance (as present on the site; Figure 4) reflects that everything else, namely the tall proteas, conebushes and other "tall reseeder" shrubs, have been removed at some point in the past (Helme & Rebelo, 2005; Linder, 1990).



Figure 4: Two images illustrating the dominance of thatching reed (Thamnochortus insignis) in the fynbos / strandveld section extending westwards from RE/281.

In other words, dense reed stands are a sign of heavy disturbance and poor management, because a healthy fynbos/strandveld vegetation should have many species mixed in, not a depauperate species makeup dominated by thatching reed and one or two additional species. Some examples of poor management practices that lead to a dominance of thatching reed includes:

1. Brush cutting or ploughing fynbos shrubs.
2. Frequent mowing or fire-break clearing
3. Altered fire regimes. Depending on the type of fynbos present, fires need to occur about every 10–15 years. If fires are too frequent or burned-out areas are immediately cut again, only the fastest-germinating plants (like reed) take hold, while obligate seeders (*Protea, Leucadendron*, etc.) fail to re-establish. In effect, disturbance mimics fire and creates bare ground ideal for restio seed germination (Van Wilgen et al., 2012).

In addition to thatching reed dominance, **large patches of bitou (***Osteospermum moniliferum***)** were present in the thicket section of the site and also formed near-monocultural stands (Figure 5). Although *bitou* is native to South Africa, in many contexts it also behaves like an aggressive coloniser that **outcompetes and suppresses native vegetation** by growing densely and reducing space and resources for other species, often leading to low plant diversity where it dominates (Adair & Groves, 1998; Mason & French, 2007; Rudman, 2003; Weiss & Noble, 1988).



Figure 5: An image taken within a dense stand of Bietou (Osteospermum moniliferum).

2.2.2 Low Invasion by Listed Invasive Taxa

Despite visible disturbance, alien invasive plant establishment on the site and visible surrounding landscape is unexpectedly low for a coastal dune system in this area. Only a single individual of *Acacia cyclops* (Rooikrans) was recorded, although the species is a known aggressive invader of nearby coastal landscapes. This indicates that ecological degradation has occurred primarily through vegetation management practices rather than through a fundamental baseline shifting landscape transformation. In addition to this, several red listed plant taxa have established populations on the site or nearby RE/281. This is an important distinction, because despite the risk posed from landscape management, this site is still representative of a highly sensitive habitat (Mason & French, 2007; Thackway & Lesslie, 2006).

2.2.3 Hartenbos Dune Thicket and Southwestern Strandveld

The site falls within Hartenbos Dune Thicket (AT40), an Endangered vegetation type that is naturally characterised by a fine-scale mosaic of thicket clumps, asteraceous fynbos, and strandveld elements occurring on coastal dune systems(Grobler et al., 2018; Mucina & Rutherford, 2006). The vegetation description for this unit explicitly recognises the coexistence of low woody thicket, restioid and graminoid components, succulent elements, and fynbos shrubland across dune slopes, crests and protected slacks. The presence of restioids and strandveld-associated species on site therefore does not indicate misclassification but rather reflects the inherent ecological variability of this vegetation type.

What is ecologically concerning is not the occurrence of thatching reed or strandveld species themselves, but the localised shift toward monodominant patches (e.g., dense restioid or bitou stands), which represents structural simplification driven by disturbance (Gaertner et al., 2011). Despite this, the broader floristic composition and growth-form diversity remain consistent with Hartenbos Dune Thicket.

Recent vegetation research describing Southwestern Strandveld (FS10) provides additional ecological context for the species mix observed. This unit occupies coastal dune systems from Mossel Bay westwards and shares strong floristic links with other strandveld and dune thicket systems. It is characterised by vegetation on deep, wind-influenced coastal sands with a combination of shrubland, thicket patches, and strandveld species. These are conditions closely aligned with those at the site.

The floristic overlap suggests that the area likely represents a transitional expression along the strandveld–fynbos–dune thicket gradient, rather than a discrete or transformed vegetation state. This helps explain the prominence of strandveld and restioid components without contradicting the mapped Hartenbos Dune Thicket classification, albeit with the mentioned disturbance-driven structural changes.

2.2.4 Plant Species of Conservation Concern

During the site assessment, five taxa of conservation concern were confirmed to occur on site. These records are significant as they demonstrate that, despite evident disturbance, the site retains habitat capable of supporting viable populations of red listed plant taxa, characteristic of coastal dune thicket, strandveld and associated fynbos systems.

Leucadendron galpinii is listed as Endangered (A2ce). This status reflects a population reduction driven by habitat transformation, degradation associated with vegetation management for thatching reed, and impacts from altered fire regimes and invasive species. The species is particularly vulnerable as a tall reseeder that is negatively affected by the removal of woody components of fynbos vegetation (Figure 6).



Figure 6: Photos taken during the site assessment of Leucadendron galpinii. The map on the right indicates the sample observations made of the population (i.e., more individuals are present, the sample just indicates areas of potential higher density).

Aspalathus odontoloba is listed as Endangered (B1ab(iii)+2ab(iii)), based on a very restricted extent of occurrence and area of occupancy, with continuing decline in habitat quality (Figure 7). Known threats include alien tree invasion and destructive thatch harvesting, both of which are pressures relevant to coastal dune and sand fynbos systems in this region.



Figure 7: Photos taken during the site assessment of Aspalathus odontoloba. The map on the right indicates two sample observations made of the population.

Carpobrotus cf. *muirii* (likely correct identification – identifying features, i.e., fruit & flowers, not visible at the time of assessment; Figure 8) is assessed as Near Threatened (B1ab(ii,iii)+2ab(ii,iii)) due to a restricted distribution and ongoing decline in habitat extent and quality from coastal development and alien plant invasion. Its presence indicates remaining intact coastal dune habitat elements.



Figure 8: Photo taken during the site assessment of Carpobrotus cf. muirii. The map on the right indicates two sample observations made of the population.

Asparagus cf. *lignosus* (identification not fully confirmed; Figure 9) is listed as Near Threatened (A2c), reflecting a significant population reduction driven by widespread habitat loss and degradation across its range. The species is now rarely encountered in remnants and is sensitive to overgrazing and invasive plant encroachment.



Figure 9: Photos taken during the site assessment of Asparagus cf. lignosus. The map on the right indicates one observation made during the site assessment.

Hermannia lavandulifolia is classified as Vulnerable (A2c) due to substantial historical and ongoing habitat loss and degradation across its range (Figure 10). Although still locally common in some areas, it is experiencing continuing population declines linked to transformation of lowland habitats.



Figure 10: Photos taken during the site assessment of Hermannia lavandulifolia. The map on the right indicates one observation made during the site assessment.

In addition, the national screening tool identifies the presence of Sensitive Species 654, which corresponds to a taxon listed as Vulnerable (C2a(i)). This species is only reliably detectable during its flowering period, and the January survey timing fell outside its peak detectability window. While not confirmed during this assessment, it is known to occur in the general area of the site. Several additional Species of Conservation Concern (SCC) have been observed in the surrounding landscape; these are reflected in Figure 3 but are not discussed individually here as they were not recorded within the assessed footprint.

2.3 Site Sensitivity

The sensitivity of the site has been mapped in Figure 11



Figure 11: Sensitivity of habitat types observed within the site boundaries.

3 OFFSET REQUIREMENTS

The definition of a Biodiversity Offset is provided in the NBOG (DFFE, 2023):

> *"Biodiversity offset" means the measurable outcome of compliance with a formal requirement contained in an Environmental Authorisation to implement an intervention that has the purpose of counterbalancing the residual negative impacts of an activity, or activities, on biodiversity, through increased protection and appropriate management, after every effort has been made to avoid and minimise impacts, and rehabilitate affected areas."*

The protection of ecosystems and biodiversity generally begins with the avoidance of adverse impacts and where such avoidance is not feasible; to apply appropriate mitigation in the form of reactive practical actions that minimizes or reduces impacts. Mitigation requires proactive planning that is enabled by following the 'mitigation hierarchy' (Figure 12). The application of the mitigation hierarchy is intended firstly, to avoid disturbance and/or loss of ecosystems, and where this cannot be avoided, to minimise, rehabilitate, and then finally offset any remaining significant residual impacts. The mitigation hierarchy is inherently proactive, requiring the on-going and iterative consideration of alternatives in terms of project location, siting, scale, layout, technology and phasing until the proposed development can best be accommodated without incurring significant negative impacts to the receiving environment. In the case of particularly sensitive ecosystems, where ecological impacts can be severe, the guiding principle should generally be "anticipate and prevent" rather than "assess and repair".

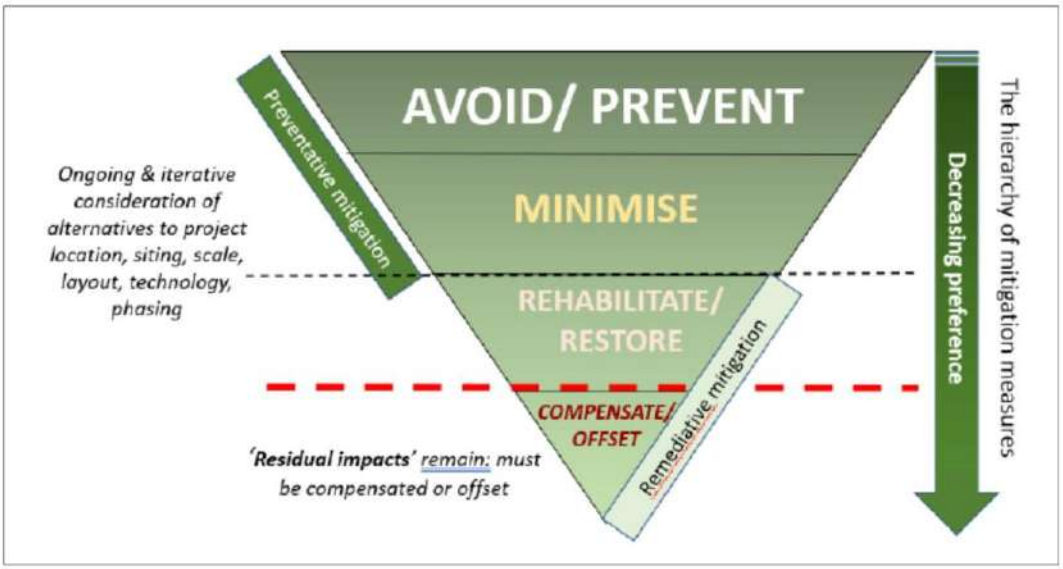


Figure 12: The mitigation hierarchy: Successive steps in the hierarchy should only be considered once the previous step has been exhausted. Avoidance of negative impacts is a priority, with compensation/offsets a 'last resort (DFFE, 2023).

Following the application of the mitigation hierarchy, the residual impacts are negative impacts (including direct, indirect and cumulative) that remain after all reasonable and practical changes have been made to the location, scale, siting, technology and design of the proposed development. Residual negative impacts imply that the preceding steps in the mitigation hierarchy have been exhausted. According to the NBOG, residual impacts of **Medium** or **High** significance require an offset, while impacts of **Very High** significance will impact irreplaceable biodiversity and cannot be offset (Figure 13). **Low** or **Very Low** residual impacts do not require an offset.

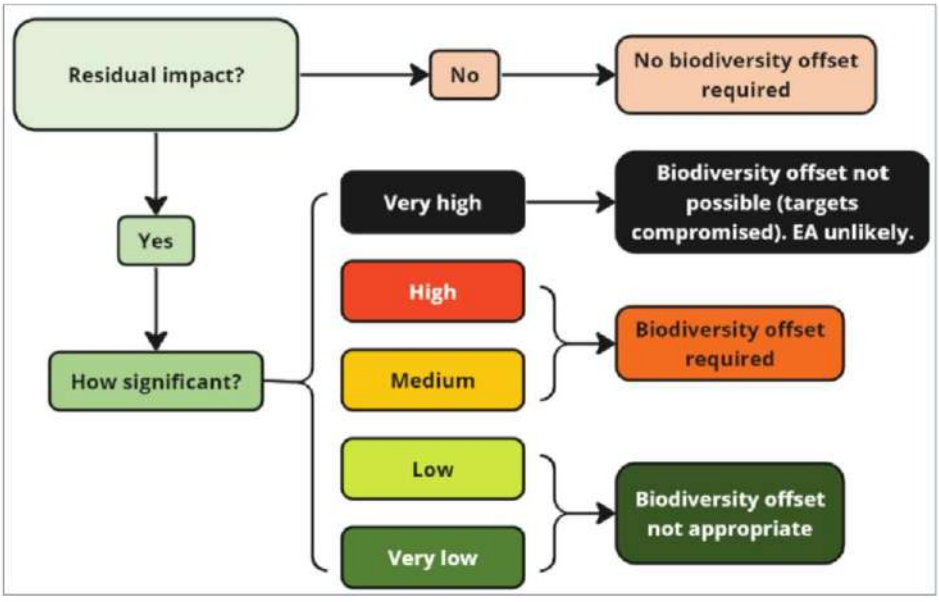


Figure 13. Offset decision tree adapted from the NBOG (DFFE, 2023).

3.1 Limitations & Assumptions

- Determination of offset requirements typically follows the application of the mitigation hierarchy which is applied during the environmental impact process. As described

above, the need for and size of an offset is therefore normally determined after the exhaustive application of the mitigation hierarchy, which aims to first avoid, minimise or rehabilitate impacts (in order of priority). Offsets can only be considered once these preceding options have been assessed in detail. A Site Development Plan (SDP) has not been provided for the purposes of this scope of work. Therefore, a full impact assessment process has not been followed. This assessment therefore provides an opinion on the likely need and potential size of an offset based on assumptions that are described in the sections below. It follows therefore, that the need for and size of an offset may be revised from what has been provided in this report once a more detailed SDP has been provided and an impact assessment process that considers all aspects of the mitigation hierarchy has been followed.

3.2 Impact Assessment

As highlighted in Figure 13, an offset is required when residual impacts are assessed to be of a High or Medium significance. It is therefore necessary to undertake a high-level impact assessment with the aim of providing an opinion on what the residual impacts are likely to be. This was done based on the following assumptions:

- It was assumed that the restrictions associated with the application of the mitigation hierarchy (i.e. avoidance, minimisation, rehabilitation of sensitive vegetation) would not render a feasible development opportunity and that the entire development area would be transformed;
- Transformation of the entire area would result in loss of an endangered vegetation type in a CBA1 and the loss of habitat for plant and animal SCC; and
- While the development on Erf RE/281 represents a small area (~1.6 ha) relative to the remaining extent of the vegetation type, it was assumed that continued development throughout the broader vegetation type will also continue. The cumulative impacts were therefore considered and assumed incremental losses in habitat and increased fragmentation of the vegetation type.

Based on these assumptions the residual impacts are estimated to be of **Medium Negative significance, which would trigger the need for an offset** (Table 1).

Table 1: Impact assessment table considering development of a 1.6 ha portion of Erf RE/281

Criteria	Description
Nature of impact:	Development of a housing development on a 1.6 ha area of Erf RE/281, Gouritsmond.
Extent of impact:	**Local:** Limited to the site and the immediate surrounding area (1-10km).
Duration of impact:	**Permanent:** Housing development will result in the permanent transformation vegetation.
Consequence of impact:	Loss of up to 1.6 ha of disturbed endangered/CBA Hartenbos Dune Thicket. Loss of habitat for red-listed animal and plant species
Probability of occurrence:	**Definite:** The impact will take place regardless of any prevention plans.
Degree to which the impact may cause irreplaceable loss of resources:	**Marginal loss:** 1.6 ha of vegetation will be lost which represents a relatively low area relative to the estimated remaining extent of the vegetation type.
Degree to which the impact can be reversed:	**Irreversible:** Impact is permanent
Cumulative impact prior to mitigation:	**Medium:** Incremental losses and increased fragmentation of the vegetation type due to continued development throughout the broader extent of the vegetation type
Significance rating of impact prior to mitigation	While the impact associated with development of Erf RE/281 considered in isolation covers a small area, the cumulative impact of continued development within the vegetation type represents a **Medium Negative** impact.
Degree to which the impact can be avoided:	**Low:** the impact is difficult to avoid and will require significant mitigation measures
Degree to which the impact can be managed:	**Low:** the impact is difficult to manage and will require significant mitigation measures
Degree to which the impact can be mitigated:	Cannot be mitigated: entire area will be developed
Proposed mitigation:	Restrictions associated with the application of the mitigation hierarchy (i.e. avoidance, minimisation, rehabilitation) would not render a feasible development opportunity. No mitigation possible
Residual impacts:	**Low:** Given the small area of development relative to the total property area and the fact that an estimated 79 % of the vegetation type remains, the residual impact of development **limited to Erf RE/281** is relatively low.
Cumulative impact post mitigation:	**Medium:** Incremental losses and increased fragmentation of an endangered vegetation type due to continued development throughout the broader extent of the vegetation type.
Significance rating of impact after mitigation	While the impact associated with development of Erf RE/281 considered in isolation covers a small area, the cumulative impact of continued development within the vegetation types will result in a **Medium Negative** impact.

3.3 Offset Ratio

A biodiversity offset ratio provides the area-based size of a biodiversity offset relative to the area of the residual negative biodiversity impact and as such is the primary factor determining the size and costs associated with meeting offset obligations. The establishment of suitable ratios is informed by available national and provincial guidelines, but in some instances requires modification to cater for the local context. A set of recommended offset ratios are outlined in the NBOG (DFFE, 2023). Here, the size requirement of a biodiversity offset is determined initially by factors such as thresholds of potential concern including remaining Ecosystem Extent (EE), Ecosystem Protection Level (EPL), and Ecosystem Threat Status (ETS). According to the NBOG (DFFE, 2023) ratios are informed by the following criteria:

1. Ratios are first determined based on an integrated assessment of the remaining EE and the EPL:
    a) Where the remaining EE is < 30% of the original extent the precautionary principle demands that a 30:1 ratio must be applied.

b) Where the remaining EE is between 30% and 70% the ratios provided in the lookup table in the NBOG (DFFE, 2023) should be applied. The applicable ratios have already been calculated based on the EE and EPL.

2. The Ecosystem Threat Status must then be considered. The standard recommendation is to apply the following ratios for different ecosystem threat status levels:
    - Critically Endangered: 30:1
    - Endangered: 10:1
    - Vulnerable: 5:1
3. Following the precautionary approach, it is recommended that the highest of the two ratios described in 1 and 2 above is selected as the starting ratio.

Based on the NBOG guidelines (DFFE, 2023), the recommended starting ratio to offset residual impacts associated with the development on Erf RE/281would be at a ratio of 10:1 (or a maximum area of approximately 16 ha assuming that 1.6 ha would be completely transformed) - Table 2.

Table 2: Offset ratios for the Hartenbos Dune Thicket vegetation type.

Biodiversity	Metric	Starting Ratio
Ecosystem Extent	79 %	0:1
Ecosystem Protection Level	Poorly Protected	
Ecosystem Threat Status	Endangered	10:1

3.3.1 Adjustment of the Biodiversity Offset Ratio

The NBOG (DFFE, 2023) emphasizes that the standard approach to determining offset ratios as determined above is not binding but should be used as a guide based on relevant scientific information available for ecosystems. Additional factors that must be considered include:

- The size of the historical extent of the ecosystem measured against the extent of the residual negative impact. If a large percentage of the extent of the ecosystem would be impacted on, then a higher ratio would be justified
- The cumulative residual negative impacts of development.
- Province-specific offset ratios to be determined by conservation authorities based on province-specific biodiversity targets which should be scientifically defensible.

The national guidelines do also provide some room for adjusting offset ratios within the urban context to make implementation more feasible:

"Consideration also needs to be given to how ratios are determined for development within the urban edges of cities and towns. It is more likely that there would be good reasons for adjusting biodiversity offset ratios down for activities within the urban edges of cities and towns given the relative scarcity of space and natural areas in those areas. In this regard, consideration should be given to approaches for determining biodiversity offset ratios for development within urban edges adopted by local authorities or provinces, when available."

Given that the proposed development area is located within the urban edge of Jongensfontein, it is conceivable that the offset ratio could possibly be reduced to a lower ratio and there are

instances where offset ratios have been reduced in the Atlantis Urban Area and in the Cape Flats Dune Strandveld in the City of Cape Town and in Cato Ridge in the eThekwini Municipality (KwaZulu Natal). The following must however be noted:

- In contrast to more developed cities where ratios have been reduced (as highlighted above), Jongensfontein and the surrounding area has a comparatively high area of space and natural areas available. It would therefore be more difficult to motivate for a reduced ratio based on the argument that there is a relative scarcity of space and natural areas in Jongensfontein and surrounds;
- In the case of the City of Cape Town, reduced offset ratios were partly motivated by the Western Cape Guideline on Biodiversity Offsets (DEA&DP, 2015) which recommended offset ratios within or inside a recognised urban edge as 1:1 for Endangered ecosystems and 2:1 for Critically Endangered ecosystems. These ratios are based on outdated threat assessments however, and guidance from representatives from DEA&DP has been that the national guidelines should be applied in preference to the now outdated provincial guidelines.
- Any reduction in the 10:1 offset ratio determined as part of this assessment would need to be motivated and approved by the Biodiversity Offset Advisory Panel.

3.4 Offset Principles

According to the NBOG (DFFE, 2023) the principles underpinning biodiversity offsets are:

- Offsets are the final option in the mitigation hierarchy;
- Ecological equivalence (like for like) is the preferred offset type; trading up can be considered;
- Residual impacts on irreplaceable biodiversity cannot be offset;
- The significance of residual impacts on biodiversity must be considered in decision making involving biodiversity offsetting;
- Biodiversity offsets should embody the ecosystems approach and promote connectivity in the wider landscape;
- Long-term protection and management of priority biodiversity must result from a biodiversity offset.
- The design of offsets must be evidence-based and transparent;
- A risk averse and cautious approach must be adopted;
- Offsets must be fair and equitable;
- The timing of interventions requires that offsets occur before impacts;
- Offsets must be measurable, enforceable, and auditable.

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CONDITIONS OF SALE
IMMOVABLE PROPERTY

CLAREMART AUCTIONEERS (PTY) LTD T/A CLAREMART AUCTION GROUP
(the "Auctioneer")

DULY INSTRUCTED BY HESSEQUA MUNICIPALITY
(the "Seller")

will offer by public auction the following immovable property ("the property"):

A PORTION OF REMAINDER EXTENT OF ERF 281 GOURITSMOND, HESSEQUATO BE SUBDIVIDED, REZONED AND REGISTERED AS DEMARCATED AS PER ANNEXURE "A" ATTACHED HERETO.			
SITUATED:	**A PORTION OF REMAINDER EXTENT OF ERF 281 VOORTREKKER STREET, GOURITSMOND, HESSEQUA, WESTERN CAPE**		
ERF NUMBER:	**281, GOURITSMOND**	**ERF NUMBER AFTER SUBDIVISION:**	**TBC**
MOTHER ERF EXTENT:	**27,289m²**	**ERF EXTENT AFTER SUBDIVISION:**	**± 16,000m²**
SUBJECT TO THE SIMULTANEOUS REGISTRATION OF THE SUBDIVISION ON REGISTRATION OF TRANSFER			

This sale of the property by public auction is subject to the following conditions of sale (the "Conditions"):

1. The property will be sold by the rise and bids will be taken in South African currency.

2. The property is sold *voetstoots* as it now stands. **This means that neither the Seller nor the Auctioneer shall be liable for any latent or patent defects therein.** Neither the Seller nor the Auctioneer shall be liable to indicate boundaries nor any existing encroachments. The Seller hereby renounces all claims to any excess and will not be answerable for any deficiency in the declared extent thereof.

3. The Purchaser purchases the property subject to:

   3.1 Any and every condition and servitude specified in the current and all prior title deeds and diagrams;

   3.2 All other rights of and conditions imposed by any statutory authority;

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3.3 Its own investigations and due diligence of the property **and the purchaser declares that it has satisfied itself in all respects with the condition and state of the property prior to the sale by public auction.**

4. The Auctioneer shall resolve any dispute which may arise between bidders at the auction and the Auctioneer's decision shall be final and binding.

5. The Purchaser shall sign the Conditions immediately after the auction.

6. The Purchaser is liable to effect payment of the purchase price by payment of:-

6.1 an initial deposit of 10% of the purchase price at the fall of the hammer;

6.2 the Auctioneer's Commission of 3.5% (incl. VAT) at the fall of the hammer;

6.3 the balance of the purchase price, simultaneously against registration of transfer of the property into the Purchaser's name.

7. The payments referred to in clauses 6.1 and 6.2 above are payable directly to the Auctioneer, who: -

7.1 shall hold the deposit until transfer, unless payment of the deposit is requested to be paid over to the Seller's appointed conveyancers (the "Conveyancers"), in an interest-bearing trust account, with interest to accrue for the benefit of the Purchaser and who shall account to the Seller and the Purchaser in respect of the deposit and accrued interest respectively, on registration of transfer;

7.1.1 The Seller is authorized to utilize such deposit or any part thereof to pay all outstanding cost and charges, should the agreement of sale be repudiated by the Purchaser or due to non-compliance to the conditions contained herein.

7.2 may appropriate therefrom the payment in respect of Auctioneer's Commission immediately upon receipt of the Seller's notification of acceptance of the Purchaser's offer (hereinafter referred to as the "effective date").

8. The balance of the purchase consideration is payable to the Seller's appointed Conveyancers simultaneously against registration of transfer of the property into the name of the Purchaser.

9. The Purchaser is liable to effect payment of all amounts payable in terms of these Conditions either by bank guaranteed cheque or by electronic funds transfer, in South African currency and free of exchange and/or bank charges. The Purchaser is obliged to furnish the Seller (c/o the Conveyancers) with a guarantee for payment of the balance of the purchase price against registration of transfer of the property:

9.1 issued by a registered South African bank and in a form ordinarily issued by South African banks;

9.2 by no later than thirty (30) days after the Auctioneer has given the Purchaser notice of the Seller's confirmation of the sale;

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9.3 regardless of whether or not the Seller is able to pass transfer as at the aforesaid date.

10. The Purchaser may not seek to apply set-off of any of its obligations to the Seller contained in these Conditions unless the:-

10.1 Seller is in breach of these Conditions, and;

10.2 Purchaser has first given the Seller seven (7) days' prior notice of the Purchaser's intention to apply set-off which notice must:-

10.2.1 be delivered to the Seller, care of the Conveyancers;

10.2.2 state the amount which the Purchaser wishes to set-off;

10.2.3 state the nature and cause of the indebtedness against which the Purchaser wishes to apply set-off.

11. In the circumstances contemplated in clause 10 above, the Seller may, by written notice to the Purchaser, elect to resile from the transaction, in which event both parties' rights to claim damages are fully reserved.

12. Registration of transfer of the property shall be effected by the Conveyancers and shall take place as soon as is reasonably possible after the effective date.

13. The Purchaser is obliged to sign, on demand, all documentation required for the purposes of registration of transfer and to pay, on demand in addition to the Purchase Price, and notwithstanding the fact that the Seller may not then be in a position to pass transfer of ownership, all costs associated with registration of transfer including, but not limited to:-

13.1 transfer duty or VAT (if applicable);

13.2 the Conveyancer's legal fees associated with registration of transfer calculated in accordance with the prescribed tariff;

13.3 survey charges, if any;

13.4 road construction and sewerage and stormwater drainage installation charges and fees, if any;

13.5 the costs associated with obtaining any electrical and/or beetle and/or any other certificate as to the condition of the property as may be required by the Purchaser;

13.6 all other costs and charges incidental to and necessary in order to effect registration of transfer of the property into the name of the Purchaser.

13.7 The purchaser will be liable for payment of the advertising costs as set out in the Marketing Schedule & Budget marked Annexure B, annexed hereto, on acceptance of this offer.

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14. The Seller shall be liable for all rates and taxes and other municipal charges and/or all or any levy and charge that may be payable to anybody corporate and/or homeowners' association (hereinafter referred to as the "Levies") levied on the property for the period up to the date of registration of transfer, and the Conveyancer is irrevocably authorised to satisfy these from the funds held by the Auctioneer in terms of clause 7 and/or from the purchase price. The Purchaser shall be liable for all Levies levied thereafter. Should any Levies be payable in advance (for the purposes of registration of transfer), the Purchaser shall be liable to pay its pro-rata portion of the Levies (as estimated by the Conveyancers) in the manner and within the time period contemplated in clause 13 above.

15. Possession and occupation of the property, **subject to existing leases and tenancies which may exist and/or subject to the legal rights of all or any occupiers, as the case may be,** shall be given and taken on registration of transfer, from which date all revenue accruing to, and expenditure, in respect of the said property, shall be for the account of the Purchaser and the property shall thereafter remain solely at the risk and be for the Purchaser's profit or loss.

16. **The Purchaser's offer, at the fall of the hammer, constitutes an irrevocable offer to the Seller, expiring seven (7) working days after the date of the auction ("the Expiry Date"). The first day being the day after the Auction.** The Seller may accept the offer at any time prior to the Expiry Date by communicating said acceptance to the Auctioneer. The Auctioneer is obliged to notify the Purchaser of the Seller's acceptance as soon as reasonably possible thereafter, and for this purpose may utilise any of the methods provided for in clause 19 below.

17. Should a purchaser make a higher offer to the Seller, irrespective of them being registered for the auction or not, prior to the Expiry Date, the Seller may not accept said offer unless:-

    17.1 the offer was made to the Seller through the Auctioneer, on terms and conditions substantially similar to these Conditions, and;

    17.2 the Seller has given the Purchaser an opportunity to meet or beat the higher offer in the manner provided in clause 18 hereunder.

18. In the circumstances contemplated in clause 17 above:-

    18.1 the Seller must furnish the Purchaser with a copy of the offer within twenty four hours of receipt by the Seller;

    18.2 the Purchaser has the right to equal or better the higher offer (on the terms and conditions herein contained) within twenty four hours of receipt of a copy of the higher offer.

19. The parties hereby choose the respective postal, e-mail and SMS addresses set out in these Conditions, for the delivery of any notices to be served in terms of these Conditions. All or any notice from one party to another in terms of these Conditions may be sent by one or more of the following methods namely by SMS, by e-mail and/or by registered post, (in the latter event the recipient shall be deemed to have received such notification on the fourth business day after posting).

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20. In the event of the Purchaser being represented by a trustee on behalf of a company to be formed and:-

    20.1 the company is not registered within 30 days from the date of auction, or;

    20.2 being registered, fails to furnish the Seller, care of the Auctioneer, with a properly constituted resolution ratifying and adopting this sale with retrospective effect, and/or fails to take transfer of the property for any reason;

    the said Trustee shall be deemed to be the Purchaser and he shall be bound personally to take transfer of the property in his name and to fulfil all the obligations of the Purchaser under these Conditions.

21. In the event of the Purchaser being a juristic person, **the signatory hereby:-**

    21.1 warrants that he is duly authorised by such juristic person to enter into this transaction, and;

    21.2 agrees to be bound as Purchaser if it should transpire that the juristic person is not bound by these Conditions for any reason whatsoever.

22. The Purchaser shall be entitled, by notice in writing to that effect addressed to the Seller, to nominate a nominee in his/her place as Purchaser, upon the following terms and conditions:

    22.1 The aforesaid notice shall be handed to the Seller not later than the same day as confirmation;

    22.2 The notice shall set out the name and address of the nominee so nominated as Purchaser;

    22.3 The notice shall be accompanied by written acknowledgement that the nominee is fully conversant with and bound by these Conditions;

    22.4 Should the Purchaser nominate a nominee in terms of this clause, then:-

        22.4.1 all reference to the Purchaser in these Conditions shall be deemed to be a reference to its nominee; and

        22.4.2 the Purchaser by its signature hereto, hereby binds himself/herself/itself as surety with, for and on behalf of all the obligations of the aforesaid nominee as Purchaser, to and in favour of the Seller, on the further terms and conditions set out in clause 33 below.

    22.5 Should it transpire that the trust, close corporation or company is not liable for any reason to take transfer then in such event the signatory to these conditions of sale will be deemed to be the Purchaser.

23. In the event of the Purchaser failing to make payment of the deposit, VAT or transfer duty, Levies (if applicable), Auctioneer's Commission and/or all of any

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other amount payable by the Purchaser to the Seller in terms of these Conditions, on due date or at all:

23.1 the Seller shall be entitled, by notice to the Purchaser, to:-

23.1.1 claim specific performance and such damages as the Seller may have suffered as a consequence of the breach (including consequential damages), or;

23.1.2 cancel the transaction and claim such damages that the Seller may have suffered as a consequence (including any consequential damages suffered by the Seller);

23.2 the Auctioneer shall be entitled, by notice to the Purchaser, to claim payment of the Auctioneer's Commission.

24. In the event of the Purchaser committing any breach of these Conditions (other than a breach contemplated in Clause 23 above) the Seller shall be entitled but not obliged to give the Purchaser written notice calling upon the Purchaser to remedy said breach within three (3) days of delivery of said notice failing which:-

24.1 the Seller shall be entitled by notice to the Purchaser, to:-

24.1.1 claim specific performance and such damages as the Seller may have suffered as a consequence of the breach (including consequential damages), or;

24.1.2 cancel the transaction and claim such damages that the Seller may have suffered as a consequence (including any consequential damages suffered by the Seller);

24.2 the Auctioneer shall be entitled, by notice to the Purchaser, to claim payment of the Auctioneer's Commission.

25. In the event of the cancellation of the sale as a consequence of a breach on the part of the Purchaser as provided in clauses 23 and/or 24 above:-

25.1 the Seller shall be entitled to retain all amounts paid by the Purchaser up until date of cancellation on account of its genuinely pre-estimated damages, and;

25.2 if the Seller's damages exceed the amounts referred to in clause 25.1, the Seller may claim such additional amount from the Purchaser, and;

25.3 if the Seller's actual damages are less than the amount referred to in clause 25.1, the Purchaser shall be entitled to claim a refund, and;

25.4 the Auctioneer shall be entitled to retain the Auctioneer's Commission appropriated by the Auctioneer in terms of clause 7.2 above.

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26. In the event of the Seller breaching any of the terms of this Agreement:-

    26.1 the Purchaser shall be entitled to give the Seller written notice calling upon it to remedy said breach within (5) five days of delivery of said notice failing which the Purchaser shall be entitled to:-

        26.1.1 claim specific performance and such damages suffered as a consequence of the Seller's breach, or;

        26.1.2 cancel the Agreement and claim such damages as it may be entitled to claim in law.

27. In the event of the cancellation of the sale as a consequence of a breach on the part of the Seller as provided in clause 26 above:-

    27.1 the Purchaser shall be entitled to claim from the Seller an amount equivalent to all amounts paid by the Purchaser up until date of cancellation, on account of its genuinely pre-estimated damages and

    27.2 if the Purchaser's damages exceed the amounts referred to in clause 27.1, claim such additional damages from the Seller; and

    27.3 the Auctioneer shall refund to the Purchaser any amount(s) paid by the Purchaser to the Auctioneer and the Auctioneer shall be entitled to proceed against the Seller for the recovery of the lost Auctioneer's Commission and any other damages that the Auctioneer may have suffered as a result of the Seller's breach, together with any other remedy in law that the Auctioneer may have against the Seller.

28. These Conditions contain the whole of the agreement between the parties relating to the conditions of purchase and sale of the property and no amendment, alteration, addition, variation or consensual cancellation hereof will be of any force or effect unless reduced to writing and signed by the parties. The parties agree that no other terms or conditions, whether oral or written, and whether express or implied, apply.

29. No waiver of any of the terms and conditions herein contained will be binding for any purpose unless expressed in writing and signed by the party giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

30. In the event of any one or more of the provisions of these Conditions being invalid or unenforceable in law for any reason whatsoever then in that event said invalid provision(s) shall be struck from the Conditions without affecting the validity of the remainder of the Conditions.

31. In the event of any dispute arising from these Conditions being referred to litigation, the successful party shall be entitled to costs of suit on the scale as between attorney and own client limited to a maximum of double the prevailing High Court tariff as amended from time to time.

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32. The general rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply.

33. **In the event that the Purchaser is a juristic person or any other type of legal persona (other than a natural person) and/or in the circumstances described in clauses 20, 21 and 22 above; the Purchaser's representative, by his signature hereto, binds himself as surety with the Purchaser for the due fulfilment of the latter's obligations to the Seller contained in these conditions, and in so doing the surety hereby:-**

    33.1 **renounces the benefits of excussion and division and no value received, the meaning and effect whereof he declares himself to be fully acquainted with;**

    33.2 **undertakes to sign these Conditions (in his capacity as surety) upon demand.**

34. **In the event that the Purchaser is married in community of property, the Purchaser warrants that he/she has obtained the requisite written consent of his/her spouse to sign this Agreement, as required by section 15 of the Matrimonial Property Act 88 of 1984. Alternatively, the purchaser warrants that he/she has entered into this Agreement in the ordinary course of his/her profession, trade or business, as set out in section 15(6) of the Matrimonial Property Act 88 of 1984.**

35. **SPECIAL CONDITIONS:**

    35.1 The sale is subject to the rezoning and subdivision of the property by the Seller;

    35.2 The Purchaser undertakes to develop the property into a Retirement Village within 5 (five) years of registration of the property to the Purchaser.

    35.3 The Purchaser acknowledges that they will be responsible for all costs associated with the purchase of the property, which include but is not limited to the purchase price, land use application cost, advertisement cost (See Annexure B), as well as the transfer fees and any other costs that may be incurred to effect transfer.

    35.4 The Purchaser will be responsible to connect to all municipal infrastructure, at its own cost, to secure the necessary municipal services on the property.

    35.5 The transfer of the property will take place upon the successful submission of a positive Record of Decision (R.O.D) from the Department of Environmental Affairs

PROTECTION OF PERSONAL INFORMATION (POPI)

36. The Auctioneer shall fully comply with the statutory obligations contained in POPI, with which the Auctioneer warrants that it is fully conversant with as at the signature date, when processing Personal Information obtained by the Auctioneer from the seller. Without limiting the generality of the aforesaid the Auctioneer shall ensure that

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the privacy and data protection conditions are strictly adhered to when processing the data subject's (seller's) Personal Information. (for more information on our POPI Policy, please visit our website)

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ANNEXURE A: DIAGRAM OF A PORTION OF REMAINDER OF ERF 281 GOURITSMOND TO BE REZONED, SUBDIVIDED AND REGISTERED.



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ANNEXURE B: MARKETING SCHEDULE & BUDGET

CLAREMART Leading the Industry

SCHEDULE & BUDGET

HESSEQUA Local Municipality

ONLINE

- CLAREMART WEBSITE
- PROPERTY 24
- GUMTREE
- MAIL & GUARDIAN
- SAHOMES4SALE
- SAHOMETRADERS

NEWSPAPER PUBLICATIONS

- 2 X INSERTS IN SUID KAAP FORUM 100mm x 130mm — R 3,875.70 (INCL. VAT)

DIGITAL MARKETING

Targeted Digital and Social Media Campaigns at no cost.

DATABASE AND DIRECT MARKETING CAMPAIGN TO OVER 15000 RECIPIENTS	NO CHARGE
SIGN BOARDS TO BE INSTALLED ON THE PROPERTY / SURROUNDING VICINITY	R 6,000.00 INCL VAT
TARGETED EMAIL AND SMS CAMPAIGN	NO CHARGE
AERIAL PHOTOGRAPHS	IF APPLICABLE
TOTAL	R 7,858.70 INCL VAT

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AUCTION DATE: 26th day of MAY of 2025

AUCTION BID (excl. VAT, Transfer Duty, Auctioneer's commission & VAT thereon)	R 2'250'000 (words) Two million two Hundred and fifty thousand Rand.
DEPOSIT	R 225 000 (words) Two Hundred AND twenty five thousand Rand.
AUCTIONEER'S COMMISSION (excl. VAT)	R 68478.26 (words) Sixty eight thousand four hundred AND Seventy eight rand twenty six cent.
VAT on AUCTIONEER'S COMMISSION (15%)	R 10'271.74 (words) ten housand twho hundred and Seventy one rand, Seventy four cents

PURCHASER'S DETAILS

FULL NAMES: Genken Properties CC

ID/REG/T NUMBER: 9060057889

If married in community of property > Purchaser's SPOUSE N/A

(ID NO) .....

PHYSICAL ADDRESS: 6 Esmé Street Jadampark Heidelberg Gauteng POSTAL CODE: 1441

POSTAL ADDRESS: > POSTAL CODE: >

TEL NO: ..... MOBILE: 082 413 2914

EMAIL: jckruger1968@gmail.com

PURCHASER SIGNATURE: JKruger

WITNESS: CKruger

SPOUSE SIGNATURE: > WITNESS: >

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SELLER'S DETAILS

FULL NAMES: Albertus Stephanus Abraham de Klerk obo Hessequa Municipality

(ID/REGIT NUMBER: 6904165022085

If married in community of property – Seller's SPOUSE .....

(ID NO) .....

PHYSICAL ADDRESS: .....

..... POSTAL CODE: .....

POSTAL ADDRESS: Van den Bergstreet, Riversdal POSTAL CODE: 6670

(TEL NO) 028 713 8000 (MOBILE NO) ..... (EMAIL) mmahessequa.gov.za

SELLER SIGNATURE: .....

WITNESS: .....

SELLER'S SPOUSE SIGNATURE): .....

WITNESS: .....

DATE: ACCEPTED BY ME ON ..... DAY OF June 2025

BENEFITS ACCEPTED BY AUCTIONEER

The Auctioneer hereby accepts the benefits conferred in these Conditions.

SIGNED BY (NAME).....
who warrants that he/she is duly authorised to represent the Auctioneer

(ON THIS DATE).....

(SIGNATURE) .....

9.4 PAYMENT OF CONTRIBUTION TO THE HESSEQUA ARCHAEOLOGY ASSOCIATION AND JONGENSFONTEIN RESIDENTS' ASSOCIATION

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

Meeting date / Vergadering datum: 29 April 2026

Report by / Verslag deur: Manager: Property Management – Mr A Kleynhans

PURPOSE OF REPORT / DOEL VAN VERSLAG

For Council to approve the payment of an annual contribution, for a maximum period of three years, towards the operational expenses of the Hessequa Archaeological Association and the Jongensfontein Residents' Association, as approved in the operational budget.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Hessequa Archaeological Association, which is based at the Stilbaai Tourism Bureau (located in a municipal building), as well as the Jongensfontein Residents' Association, which operates a museum from a municipal building in Jongensfontein, render these services independently of Hessequa Municipality.

The following funds is budgeted for in the approved operating budget for the 2025/2026 financial year under the Julius Gordon Africana Centre cost centre:

Votenumber	Description	Adjusted Budget 2425	Budget 2526	Budget 2627	Budget 2728
36100000010000000000	**MUSEUM: AFRICANA CENTRUM RIV.**	**-**	**-**	**-**	**-**
3610232360D7XEI6ZZWM	INVENT - M&S: MUN BLDNGS	-	-	-	-
36102329900000000000	SUB TOTAL - INVENTORY	36 388	36 388	36 388	36 388
36102500000000000000	**TRANSFERS AND SUBSIDIES**	**-**	**-**	**-**	**-**
36102550000000000000	**OPERATIONAL : MONETARY**	**-**	**-**	**-**	**-**
361025989101GMRCZZWM	NON PROF: UNSPECIFIED	19 921	34 921	34 921	34 921
361025989121GMRCZZWM	NON PROF: UNSPECIFIED	18 166	18 166	18 166	18 166

Previously an annual contribution, as approved as part of the budget were made to the following organisations, from the above mentioned vote numbers:

1. Hessequa Archaeological Association
2. Jongensfontein Residents' Association
3. Albertinia Tourism Association

These contributions were used to cover the operating expenses of these organisations who render services that is in the public interest as the museum provides cultural, heritage and tourism value to residents and visitors of the municipal area.

The Albertinia Tourism Association ceased operations during the 2024/2025 financial year and, consequently, no payments were made to the association during that period.

During the 2024/2025 financial year, a contribution of R19,921.00 was made to the Jongensfontein Residents' Association, while an amount of R18,166.00 was paid to the Hessequa Archaeological Association.

The total amount budget for the 2025/2026 financial year amounts to R34,921.00 plus R18,166.00, resulting in a combined total of R53,087.00. It is proposed that the budgeted amount be apportioned (50/50) between the two organisations, and that a similar allocation be applied to the payments for the following two financial years.

The proposed once-off financial contribution (limited to one contribution per financial year for 3 years) towards the operating expenditure of these organisations is intended to support the preservation and promotion of the cultural and historical heritage of the municipal area. Museums play an important role in preserving local history, promoting tourism, and providing educational opportunities to the community, which contributes to the municipality's objectives of promoting social and economic development as envisaged in the Local Government: Municipal Systems Act 32 of 2000.

In terms of the Municipal Finance Management Act 56 of 2003, a municipality may incur expenditure that has been approved in the municipal budget and that supports the municipality in the exercise of its functions and developmental objectives. The proposed contribution will therefore be funded from the approved operating budget and will constitute a once-off financial contribution to assist the organisations with its operational sustainability. The allocation will not create an ongoing financial obligation for the municipality.

The contribution is further considered to be in the public interest as the museum provides cultural, heritage and tourism value to residents and visitors of the municipal area. Approval of the once-off contribution will assist in ensuring the continued operation of the facility for the benefit of the broader community.

It is recommended that a Transfer Payment Agreement be concluded between Hessequa Municipality, the Hessequa Archaeological Association, and the Jongensfontein Residents' Association for a period of three years, incorporating the following provisions:

1. The annual amounts to be paid over the three-year period, subject to budget approval.
2. The specific projects and/or operational expenditures to be funded by the annual contributions.
3. Reporting requirements to ensure that the contributions are utilized for their intended purposes.

The item served before the **Ward Committees of Wards 1 and 3** on **24 March 2026** and the following recommendations were made by the two committees:

Ward 1:

"1. That the Committee approve a once-off financial contribution to the following organisations for the 2025/2026 financial year, with similar allocations proposed for the following two financial years, subject to the approval of the budget by the Hessequa Municipal Council:

- *Hessequa Archaeological Association – R26,543.50*
- *Jongensfontein Residents' Association – R26,543.50*

2. That the contributions be used to support the operational sustainability of these organisations, which render services of public interest.

3. That a Transfer Payment Agreement be concluded between Hessequa Municipality, the Hessequa Archaeological Association, and the Jongensfontein Residents' Association for a period of three years, detailing:

3.1 Annual amounts to be paid, subject to budget approval.

3.2 Specific projects and/or operational expenditures funded by the contributions.

3.3 Reporting requirements to ensure proper use of funds.

4. That the contributions be funded from the approved operating budget and do not create an ongoing financial obligation for the municipality.

5. That the Committee needs a more detailed explanation of what the process was for allocating the same amount to both organisation's, as one has a larger community to serve than the other."

Ward 3:

"1. That the Committee approve a once-off financial contribution to the following organisations for the 2025/2026 financial year, with similar allocations proposed for the following two financial years, subject to the approval of the budget by the Hessequa Municipal Council:

- *Hessequa Archaeological Association – R26,543.50*
- *Jongensfontein Residents' Association – R26,543.50*

2. That the contributions be used to support the operational sustainability of these organisations, which render services of public interest.

3. That a Transfer Payment Agreement be concluded between Hessequa Municipality, the Hessequa Archaeological Association, and the Jongensfontein Residents' Association for a period of three years, detailing:

3.1 Annual amounts to be paid, subject to budget approval.

3.2 Specific projects and/or operational expenditures funded by the contributions.

3.3 Reporting requirements to ensure proper use of funds.

4. That the contributions be funded from the approved operating budget and do not create an ongoing financial obligation for the municipality."

The item served before the **Portfolio Committee** on the **15th of April 2026**. The following recommendations were made by the Committee:

"1. That the Committee approve a once-off financial contribution to the following organisations for the 2025/2026 financial year, with similar allocations proposed for the following two financial years, subject to the approval of the budget by the Hessequa Municipal Council:

- ***Hessequa Archaeological Association** – R26,543.50*
- ***Jongensfontein Residents' Association** – R26,543.50*

2. That the contributions be used to support the operational sustainability of these organisations, which render services of public interest.

3. That a Transfer Payment Agreement be concluded between Hessequa Municipality, the Hessequa Archaeological Association, and the Jongensfontein Residents' Association for a period of three years, detailing:

3.1 Annual amounts to be paid, subject to budget approval.

3.2 Specific projects and/or operational expenditures funded by the contributions.

3.3 Reporting requirements to ensure proper use of funds.

4. That the contributions be funded from the approved operating budget and do not create an ongoing financial obligation for the municipality.

5. That the report be referred to Council for approval."

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **29 April 2026** 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 content of the report is noted and the recommendations are supported.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the item 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 supported.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council approve a once-off financial contribution to the following organisations for the 2025/2026 financial year, with similar allocations proposed for the following two financial years, subject to the approval of the budget by the Hessequa Municipal Council:
    - **Hessequa Archaeological Association** – R26,543.50
    - **Jongensfontein Residents' Association** – R26,543.50
2. That the contributions be used to support the operational sustainability of these organisations, which render services of public interest.
3. That a Transfer Payment Agreement be concluded between Hessequa Municipality, the Hessequa Archaeological Association, and the Jongensfontein Residents' Association for a period of three years, detailing:
    3.1 Annual amounts to be paid, subject to budget approval.
    3.2 Specific projects and/or operational expenditures funded by the contributions.
    3.3 Reporting requirements to ensure proper use of funds.
4. That the contributions be funded from the approved operating budget and do not create an ongoing financial obligation for the municipality.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Acting Director: Corporate Management – Mr Deon Lewis-Michaels

ATTACHMENTS / STAWENDE DOKUMENTE

No.

9.5 ICT CLOSE-OUT FEEDBACK REPORT SECURITY INCIDENT (NOV/DEC 2025)

File number / Verwysingsnommer: 6/3/b

Meeting date / Vergadering datum: 29 April 2026

Report by / Verslag deur: Manager ICT: J Kleinhans

PURPOSE OF REPORT / DOEL VAN VERSLAG

This report provides Council with a non-technical summary of the security incident detected at the end of November 2025, the close-out outcomes, the oversight process followed through the Operational and Strategic Committees, and recommendations to strengthen ICT governance and compliance with best practices and policy.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

On 28 November 2025, ICT detected a significant security incident involving the unauthorised replication of a file (“DATA LEAK”) across multiple file servers, triggering containment actions and an internal investigation **(see Annexure A**). The immediate focus was to stabilise services, contain potential spread, and determine whether any municipal information was exposed.

ICT provided continuous executive updates to the Director: Corporate, the Municipal Manager, and the CFO via formal email progress reports during early December 2025, confirming that the environment was being monitored, the affected file was contained, and that the next priority was to establish the root cause and apply remedial actions.

Key operational measures communicated in these updates included:

- Enhanced monitoring with the municipality’s network and email security monitoring provider, including temporarily enabling broader network visibility to support the investigation.
- A decision to keep the Disaster Recovery (DR) site offline for a short period to maintain a stable monitoring environment, while backups continued in line with schedule.
- Engagement of specialist support resources, including a Microsoft specialised support partner to review server logs, and consideration of additional forensic services where necessary.

An external forensic auditor was formally appointed to assist with the investigation. A detailed report was provided with findings but no root causes. ICT provided full management comments on findings as it relates to the independent forensic audit **(see Annexure B)**.

Additional security licenses were obtained for more pro-active monitoring during a grace period approved by the current service provider (1 December 2025 till 28 February 2026).

The additional functionality assisted ICT to contain and deal with the breach effectively.

The following actions was done in addition to validate whether a data leak occurred and to obtain independent guidance, ICT consulted the following parties:

1. Department of Local Government (DLG) – DLG advised that they had limited capacity to provide the required hands-on remediation support, but recommended specialist assistance.
2. SALGA – SALGA recommendations were pursued (including alignment with ongoing vulnerability testing initiatives), however feedback remained limited/awaited during the critical period.
3. Microsoft specialised support (First Technology/BUI) – provided assistance to confirm the breach indicators and review affected hosts/logs, but support time was constrained by remaining SLA hours.

In line with ICT governance and the ICT Continuity Management Policy, the matter and next steps were tabled for oversight through the relevant governance structures, including preparation for Strategic Committee consideration (including procurement governance steps where specialist resources were required).

Regarding regulatory compliance, the incident was handled with due consideration to the Information Regulator's security compromise reporting guidance, including the provision of supporting documentation as required. The Municipal Manager authorised inclusion of the supporting incident documentation **(see Annexure C)**.

Outcome: The incident was formally reported to the Information Regulator; however, the matter has not yet been resolved. The status remains "in progress", as raised at the most recent Steering Committee meeting and reconfirmed on the Information Regulator's official platform.

The Operational and Strategic Committees resolved that the incident report was closed out with the appointed service provider. Both internal ICT and the service provider concluded that critical aspects were addressed:

- Lateral movement: No evidence of lateral malware activity after November 2025.
- Data exposure: No indicators of data exfiltration and no municipal data discovered on the dark web.

While no definitive root cause was jointly agreed, the service provider's findings were accepted as the official record. Existing controls contained the initial breach, and further improvements will be prioritised within available budget limits.

The ICT Department is implementing ongoing initiatives to strengthen the Municipality's overall security posture. During the incident, the existing controls operated effectively and helped to mitigate the impact of the breach. The appointment of a dedicated ICT resource in April 2026 to support ICT governance and compliance will further enhance security monitoring and incident readiness within the approved budget. Cybercrime risk remains a top

priority and is reflected among the Municipality's top ten strategic risks; accordingly, it must be prioritised in all future budget planning and allocation processes.

This item served at the **Corporate Management Portfolio Committee** meeting of **15 April 2026** and the following were recommended:

"1. That the Committee take note of the ICT close-out feedback report security incident (Nov/Dec 2025).

2. That the Committee take note of the ICT department's ongoing initiatives to improve its cyber security posture through official governance structures and access control discipline aligned to policy requirements.

3. That the Committee take note of potential additional financial resources which will be required on future budgets in an attempt to mitigate the risk of cybercrime which globally shows an increasing trend."

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **29 April 2026** 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

The department reports to the Portfolio Committee monthly to enable Council to fulfil its oversight role.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted. The budget for ICT related activities is already receiving attention in the Budget Steering Committee.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

The content of the report is noted.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

The content of the report is noted.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

The content of the report is noted.

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

The content of the report is noted.

COMMENTS: OTHER / KOMMENTAAR: ANDER

Manager: Internal Audit – Mr J Oosthuizen

The content of the report is noted. The Audit Committee also noted the incident and recommended that an audit be performed on the existing controls mitigating the risk of cybersecurity. A request for support was submitted to the Provincial Government. This request was approved and the audit will be conducted during May 2026.

RECOMMENDATION / AANBEVELING

1. That Council take note of the ICT close-out feedback report security incident (Nov/Dec 2025).
2. That Council take note of the ICT department's ongoing initiatives to improve its cyber security posture through official governance structures and access control discipline aligned to policy requirements.
3. That Council take note of potential additional financial resources which will be required on future budgets in an attempt to mitigate the risk of cybercrime which globally shows an increasing trend.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Acting Director: Corporate Management – Mr D Lewis-Michaels

ATTACHMENTS / STAWENDE DOKUMENTE

Annexure A – ICT Technical Incident Report

Annexure B – Forensic Audit _ ICT Management Comments

Annexure C – Close-Out Incident report

Incident Report

Incident Title: Network Security Incident – Suspicious Data Leak & VM Outages
Date of Incident: 28 November 2025
Report Date: 01 December 2025
Prepared by: Edgar Pedro
Department: IT Department

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1. Summary

On 28 November 2025, a user reported a potential data leak involving a suspicious text file appearing across the network. Subsequent investigation revealed suspicious activity originating from a specific workstation. Despite initial remediation and antivirus scans showing no detectable threats, further unauthorized activity from the same device later resulted in five virtual machines (VMs) going offline. The device was immediately isolated, and all affected VMs were restored.

As of 01 December 2025, all systems are stable and operational.

---

2. Timeline of Events

09:16 – Initial Alert

- A user reported that a suspicious text file ("data leak") was appearing across the network.
- The IT team initiated an investigation using Darktrace.

Investigation (Morning)

- Darktrace identified suspicious behaviour originating from a specific workstation and user account.
- The workstation was isolated from the network as a precaution.
- The IT team conducted:
    - A full review of the workstation
    - A Sophos antivirus scan (no threats detected)
    - A check of emails and applications for malicious content
- The workstation showed no immediate signs of compromise, so user access was restored.

12:30 – Secondary Incident

- Multiple users reported inability to access servers.
- A renewed Darktrace analysis revealed that the same workstation was again generating malicious activity.

- Five virtual machines had gone offline as a result.
- The workstation was immediately and permanently removed from the network.

Server Room Verification

- The IT team inspected all physical servers in the server room.
- No additional hardware or service failures were detected.

VM Restoration

- The five affected VMs were powered on and restored.
- By approximately **13:20**, all VMs were fully operational.

Post-Incident Actions

- The compromised workstation remains isolated.
- An external deep scan is in progress to detect any hidden or previously undetected malicious data or activity.
- Ongoing monitoring has confirmed stable operations.

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3. Impact Assessment

Affected Systems:

- Five virtual machines (VMs) temporarily offline
- One workstation isolated due to suspicious activity

Business Impact:

- Temporary loss of access to certain servers for multiple users
- No confirmed data loss or corruption at this time
- No evidence of malware identified by initial antivirus scans

Severity Level:
Medium – Service disruption without confirmed data breach

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4. Root Cause Analysis (Preliminary)

The exact cause of the suspicious activity is still under investigation.
However, initial findings indicate:

- Unusual network behaviour originated from one workstation.
- The suspicious activity triggered VM failures, suggesting possible malicious signalling or automated processes.

- Antivirus tools did not detect active malware, indicating:
  - A potential zero-day threat, or
  - Non-malicious but disruptive network activity triggered by misconfiguration or corrupted processes.

A full forensic analysis of the isolated workstation is underway.

---

5. Remediation Actions Taken

- Immediate isolation of the affected workstation
- Antivirus scanning (Sophos)
- Manual inspection of applications, files, and emails
- Restoration of all impacted VMs
- Verification of physical server health
- Ongoing external scan and forensic review
- Continuous monitoring through Darktrace and internal systems

---

6. Recommendations

1. **Full forensic analysis** of the compromised workstation to determine the root cause.
2. **Enhanced endpoint monitoring** and behaviour-based threat detection.
3. **Review and strengthen access controls** for end-user devices.
4. **Increase user awareness training** regarding suspicious files, data leaks, and reporting procedures.
5. **Periodic network security audits** and proactive vulnerability scanning.

---

7. Current Status (as of 01 December 2025)

- All VMs are online and functioning normally.
- No further suspicious network activity detected.
- Affected workstation remains isolated pending full analysis.
- Systems remain under heightened monitoring.

Rig alle korrespondensieaan dieMunisipale Bestuurder
Address all correspondence to the Municipal Manager

HESSEQUA

Munisipaliteit/Municipality/U Masipala

Tel: 028 7138000
Faks :086 4015202
Posbus 29,/P.O. Box, RIVERSDAL(E),6670
E-pos/E-mail :jonathan@hessequa.gov.za

Ref:6/3/1 11/02/2026

MANAGEMENT COMMENTS: FINAL COMPREHENSIVE FORENSIC AUDIT REPORT

DISTRIBUTION LIST

NAME	DESIGNATION
Vincent Simbarashe Fernando	Senior Digital Forensic Analyst
Pardon Gambakwe	Senior Lead Forensic Investigator
Hannes Verwey	Client Engagement Executive
Albert De Klerk	Municipal Manager
Marina Griesel	Director Corporate Management
Jonathan Kleinhans	ICT Manager
Jan Oosthuizen	Internal Auditor
Louw De Villiers	Risk Manager
Sarah Saunders	Legal Manager
De Wit Coetzee	DLG Independent Contractor

RE: MANAGEMENT COMMENTS ON FORENSIC AUDIT FOLLOWING SECURITY BREACH

Background and Context

On 28 November 2025, a security incident was detected involving the unauthorized replication of a file ("DATA LEAK") across multiple file servers. The security breach has exposed critical gaps in our current cybersecurity posture. A professional forensic audit is essential to fully understand the incident, mitigate risks, and strengthen our defenses against future threats. Prompt action will demonstrate our commitment to governance, compliance, and the protection of municipal data assets.

Pursuant of the following a forensic audit, were motivated and conducted by an independent professional service provider (DLK Group), to assist the Municipality with the following objectives before applying remedial actions:

1. Identify the root cause of the breach and the methods used by threat actors
2. Determine whether sensitive data was exfiltrated or exposed
3. Assess the extent of lateral movement and potential persistence mechanisms within the environment

4. Provide evidence for potential legal or regulatory proceedings

Hessequa Municipality appreciates the effort invested in compiling the forensic report dated 22 January 2026. However, after comprehensive internal review, we must formally note that the deliverables outlined in the approved Statement of Work (SOW) were not met.

The evidence provided does not sufficiently substantiate several core forensic objectives that were contractually required as per the award made to DLK Group for a forensic audit following security incident to enable executive, regulatory, and legal reliance.

Specifically, no verifiable or independently defensible evidence was provided in support of the following SOW-aligned objectives:

- A comprehensive review of user accounts, privilege assignments, and access logs
- Deep-dive analysis of network traffic and system logs for indicators of compromise
- Dark web and threat intelligence validation demonstrating data leakage or sale of credentials
- Assessment of current security controls with actionable recommendations
- Documentation suitable to support legal action, where applicable
- Forensic acquisition and processing of digital evidence, including endpoints and file servers
- Quality assurance and reporting aligned to forensic standards

Furthermore, the primary objectives of the forensic audit as per the award under SITA: RFB -1183 —namely to deliver, independently validated evidence—were not achieved. A substantial portion of the report reflects information already disclosed by the Hessequa ICT team at the outset of the engagement, rather than new findings derived from technical analysis. No material evidence was provided that would enable the Municipality to take informed remedial or legal actions, nor to fulfil its governance obligations under applicable legislation.

Given the absence of supporting artefacts for several key conclusions, the Municipality is unable to accept the report as complete or forensically sound. As custodians of public funds, it is imperative that expenditure yields demonstrable value and withstands scrutiny.

Accordingly, the Municipality intends to place the account in dispute until such time as all SOW deliverables are met and sufficient evidence is provided to establish confidence in the findings. We remain open to receiving the required artefacts, clarifications, and evidence packs to bring this engagement to a compliant and satisfactory close.

OVERALL MANAGEMENT COMMENTS

Executive Summary Rebuttal

Purpose of this Summary

Management acknowledges the findings contained in the forensic report dated 22 January 2026. We accept the report's core conclusion that the Municipality experienced a cybersecurity incident caused by an external threat actor, which resulted in the compromise of our production systems and, critically, our secondary backup repositories.

The purpose of this rebuttal is to clearly explain management's position. Specifically, the Hessequa Municipality:

- Acknowledges that a cybersecurity incident occurred
- Does not deny that risks and governance weaknesses existed
- Seeks to clearly separate findings that are well supported by evidence from those that require further proof before they can be accepted as confirmed facts

This approach is intended to ensure that decisions taken at executive, regulatory, or legal level are based on accurate, verifiable, and defensible information.

Areas of Agreement and Acceptance

The Municipality accepts the following findings as reasonable and supported by the information currently available. These points are not in dispute:

1. A cybersecurity incident occurred during Q4 of 2025.
2. At the time of the incident, security monitoring, system segmentation, and governance controls were not sufficiently mature.
3. There is a clear need to improve access controls, security monitoring coverage, and overall security governance.
4. Risk-reduction and remediation actions are appropriate and necessary, regardless of the final classification or severity of the breach.

Management fully supports these conclusions and has already initiated actions aligned with them.

Key Areas Requiring Clarification or Additional Evidence

While the report presents firm conclusions, several important claims require additional technical evidence before they can be relied upon as confirmed forensic facts.

Alleged Persistent "C-Cleaner" Command-and-Control Malware (E-01)

The report concludes that a persistent command-and-control (C2) malware component was present across file servers and backup systems and remained active over time.

However, the report does not include key information that would normally support such a conclusion, including:

- Cryptographic hashes to uniquely identify the alleged malware
- File names or file paths showing where the malware was found
- Evidence of how the malware remained persistent (such as services, scheduled tasks, or registry entries)
- Memory analysis confirming that the malware was actively running
- Network indicators, such as command-and-control domains, IP addresses, or beaconing activity
- Network traffic captures or equivalent evidence

Without these artefacts, it is not possible to independently confirm:

- That the identified files are in fact malicious
- That the malware was active at the time of analysis
- That it maintained live command-and-control communication

Claims of Confirmed and Ongoing Data Exfiltration (E-05)

The report states that data exfiltration was confirmed and ongoing. However, the following supporting evidence is not included:

- Firewall or proxy logs showing large or unusual outbound data transfers
- Evidence identifying external systems that received the alleged data
- File integrity checks demonstrating that data was removed, copied, or altered
- A clear technical link between internal systems and any external publication of data

While threat-intelligence sources are referenced, the report does not clearly demonstrate how these sources are technically linked to the Municipality's internal systems or data.

Assertions of Dark-Web Data Publication (E-06)

The report indicates that sensitive municipal data was published on the dark web. Normally, substantiating such a claim would include:

- Specific URLs, marketplace names, or forum identifiers
- Screenshots or captured listings
- Dataset names or file identifiers
- Redacted data samples showing a clear connection to municipal systems
- Verified timestamps and an explanation of the validation process

Subsequent independent threat-intelligence checks did not identify active or verifiable listings at the time of review. This indicates that further clarification is needed regarding timing, confidence level, and data origin.

Interpretation of CVE-Related Event Logs (E-02)

The report references CVE-related event logs as evidence of exploitation.

A review of these logs shows:

- Informational alerts indicating possible detection
- Activity limited to user-level processes
- No confirmed exploit execution
- No evidence of privilege escalation or malware delivery

Further explanation is required on how these informational system events were interpreted as confirmed exploitation within the final forensic conclusions.

Evidentiary Completeness and Reproducibility

The report is positioned as suitable for executive, regulatory, legal, and audit reliance. Standard forensic practice would typically include:

- Clearly defined indicators of compromise (IOCs)
- Direct traceability between evidence and conclusions
- Hash-based validation of malware artefacts
- Evidence that can be independently reproduced or verified

In its current form, key conclusions are presented in **Annexure A**, but the underlying artefacts required for independent validation are not included. This limits the Municipality's ability to confidently defend these findings under audit, legal challenge, or regulatory review.

Requested Clarifications and Next Steps

To address the above matters and strengthen the overall outcome, management respectfully requests that the service provider provides:

1. A consolidated indicators-of-compromise (IOC) and supporting evidence pack
2. Malware hashes, file locations, and documentation of persistence mechanisms
3. Network-level evidence supporting data exfiltration claims
4. Dark-web verification artefacts supporting breach and publication assertions
5. Clarification of the methodology used to interpret CVE-related logs

Closing Statement

This rebuttal is intended to promote technical accuracy, sufficient evidence, and sound governance decision-making. It does not diminish the seriousness of the cybersecurity risk faced by the Municipality. Rather, it ensures that conclusions and responses are proportionate, accurate, and supported by verifiable forensic evidence.

While this incident has had a significant operational impact, management's priority is a secure, validated recovery, rather than a rapid recovery that could introduce further risk. We view this event as a critical opportunity to rebuild a stronger, more resilient, and modern infrastructure capable of withstanding an increasingly complex threat environment.

Extended report:

ARTEFACT 1: INITIAL BLOCK

Ryan Galant – Pages 24-26

Cybersecurity incident at Hessequa Municipality originated from unauthorized high-risk web browsing by user Ryan Galant, on his workstation.

Access was blocked due to spam URLs. The device was not on the Hessequa Network as per the first block on 22 Oct 2025 as it was done at night at 20.42. from the user's home.

Low	2025-10-22T22:20:42+02:00	'https://172.240.108.68/' blocked due to category 'Spam URLs'	Ryan Galant
Low	2025-10-22T22:18:38+02:00	'https://gloatqueen.com/3017c8f83e58cfd72f36ab2db8f43ff0/invoke.js' blocked due to category 'Spam URLs'	Ryan Galant
Low	2025-10-22T22:13:28+02:00	Access was blocked to "ww4.fmovies.co" because of "Mal/HTMLGen-A".	Ryan Galant

Sophos detected an incoming connection attempt from the IP address, this traffic was classified as **malicious**, meaning it matched known attack patterns, suspicious behaviour, or traffic that violates the firewall rules. Malicious inbound attempts are extremely common on any device exposed to the internet. We have setup the endpoints to automate scans and blocks. Blocked inbound attacks are normal and only means your firewall and endpoint is doing its job. Image below shows that the block happened on the Hessequa network as well.

PHASE 3: THE CRITICAL ESCALATION (OCTOBER 23, 2025)

ARTEFACT 3: After the 97 hits, the firewall triggers an "outbreak"

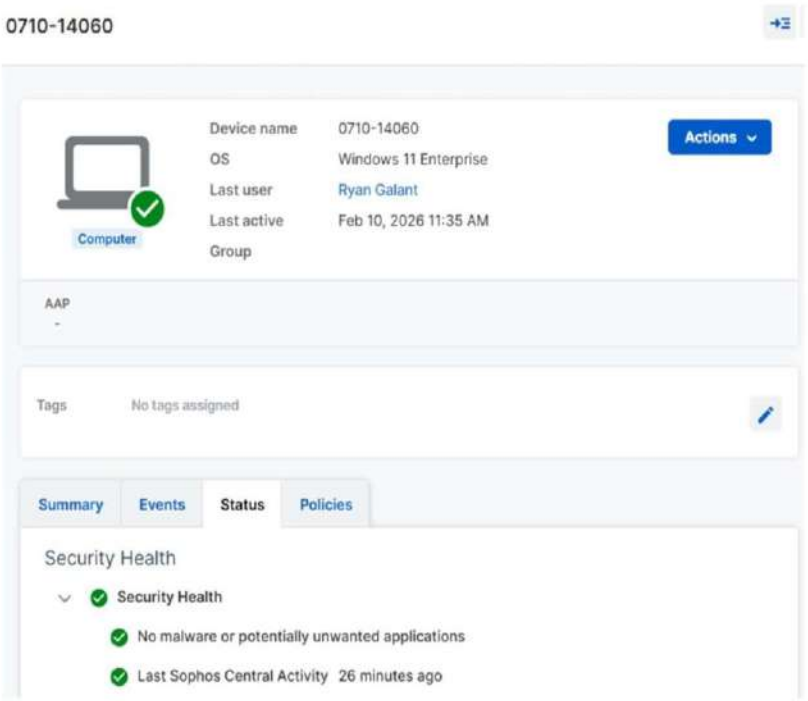
High	2025-10-23T11:48:45+02:00	Outbreak detected	Ryan Galant
Low	2025-10-23T11:46:29+02:00	Access was blocked to "xn.gesling:lime.shop" because of "Mal/HTMLGen-A".	Ryan Galant
Low	2025-10-23T11:43:28+02:00	Access was blocked to "xn.gesling:lime.shop" because of "Mal/HTMLGen-A".	Ryan Galant
Low	2025-10-23T11:41:28+02:00	Access was blocked to "xn.gesling:lime.shop" because of "Mal/HTMLGen-A".	Ryan Galant

The Wireshark analysis was based on what would have happened if the access was not blocked.

We have not found any evidence of lateral movement on FS01 or AD from Ryans account.

The ICT Tech account which the report is referring to and was used in October 2025 on page 27 of 35, did not exist at the time. The ICTech account was only created in December 2025 by Hessequa IT, as an alternative administrator account for the servers.

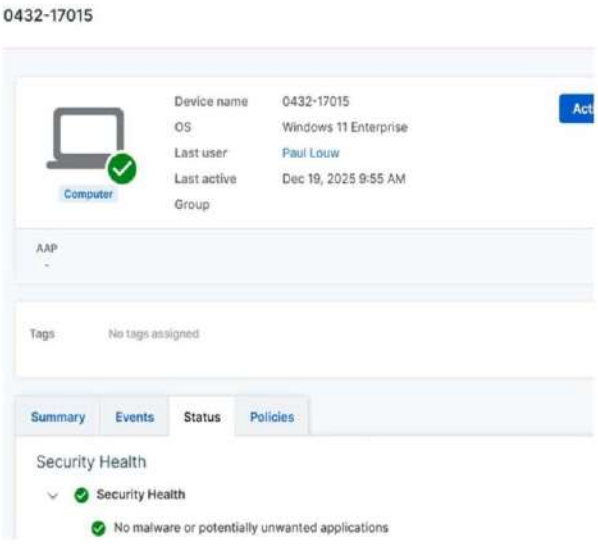
Status of Ryan's account is healthy: No malware or unwanted applications.



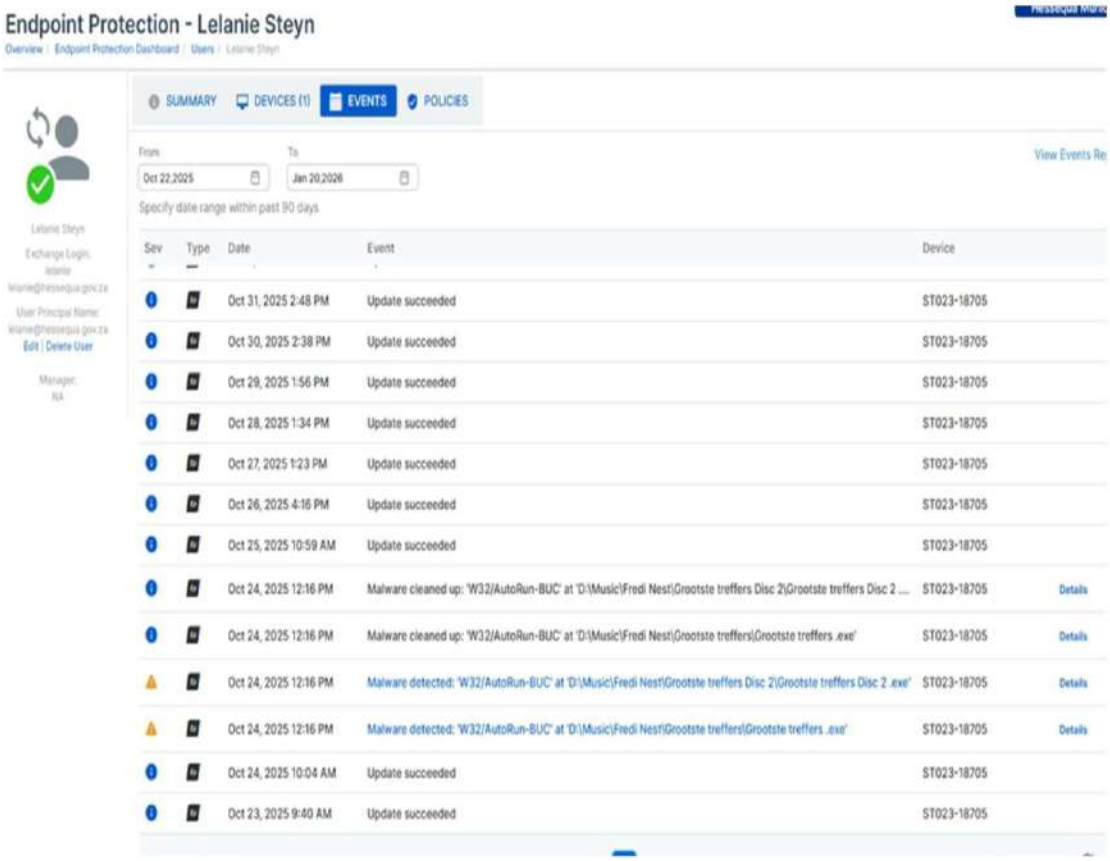
No active malware or unwanted applications on Paul Louw's laptop:

Sophos noticed Google Chrome trying to connect to a suspicious website or server that looks like a malware command-and-control (C2) server. The problem was likely a website, download, pop-up, extension, or infected file that Chrome tried to open.

Sophos blocked the connection, which means it did its job.

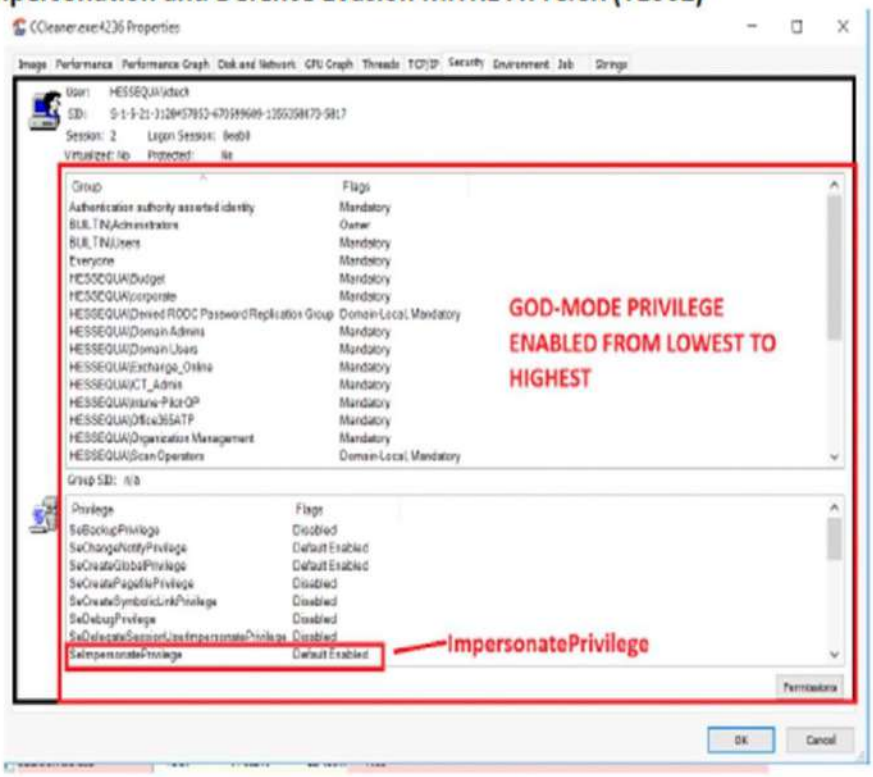


The event that happened on Lelanie's laptop was due to an infected file on a USB device, but was cleaned by Sophos in the same minute as detected, please see below:

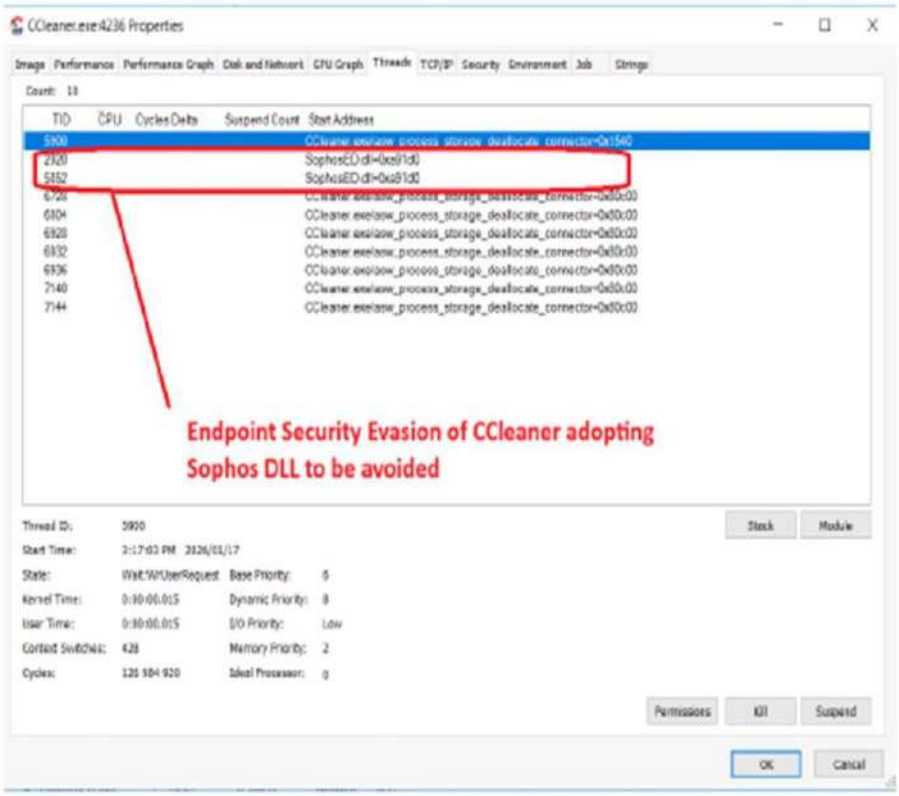

Endpoint Protection - Lelanie Steyn
Overview / Endpoint Protection Dashboard / Users / Lelanie Steyn
SUMMARY
DEVICES (1)
EVENTS
POLICIES
From
Oct 22,2025
To
Jan 20,2026
Specify date range within past 90 days
View Events Re
Lelanie Steyn
Exchange Login:
lelanie
lelanie@hessequa.gov.za
User Principal Name:
lelanie@hessequa.gov.za
Edit | Delete User
Manager:
NA
Sev
Type
Date
Event
Device
Oct 31, 2025 2:48 PM
Update succeeded
ST023-18705
Oct 30, 2025 2:38 PM
Update succeeded
ST023-18705
Oct 29, 2025 1:56 PM
Update succeeded
ST023-18705
Oct 28, 2025 1:34 PM
Update succeeded
ST023-18705
Oct 27, 2025 1:23 PM
Update succeeded
ST023-18705
Oct 26, 2025 4:16 PM
Update succeeded
ST023-18705
Oct 25, 2025 10:59 AM
Update succeeded
ST023-18705
Oct 24, 2025 12:16 PM
Malware cleaned up: 'W32/AutoRun-BUC' at 'D:\Music\Fredi Nest\Grootste treffers Disc 2\Grootste treffers Disc 2 ....
ST023-18705
Details
Oct 24, 2025 12:16 PM
Malware cleaned up: 'W32/AutoRun-BUC' at 'D:\Music\Fredi Nest\Grootste treffers\Grootste treffers .exe'
ST023-18705
Details
Oct 24, 2025 12:16 PM
Malware detected: 'W32/AutoRun-BUC' at 'D:\Music\Fredi Nest\Grootste treffers Disc 2\Grootste treffers Disc 2 .exe'
ST023-18705
Details
Oct 24, 2025 12:16 PM
Malware detected: 'W32/AutoRun-BUC' at 'D:\Music\Fredi Nest\Grootste treffers\Grootste treffers .exe'
ST023-18705
Details
Oct 24, 2025 10:04 AM
Update succeeded
ST023-18705
Oct 23, 2025 9:40 AM
Update succeeded
ST023-18705

ANNEXURE D: CCLEANER PRIVILEGE HACK – Page 29 - 35.

ARTEFACT 3: Impersonation and Defence Evasion MITRE ATT&CK (T1562)



ARTEFACT 4: DLL Sideloading (The Stealth Entry)



CCleaner entry is normal after Sophos has been installed/removed and is **not an infection.**

What it means

- TID 2920 = a Threat ID used by Sophos (matches Sophos Endpoint error/ID numbering)
- SophosED.dll = a legitimate Sophos Endpoint DLL
- CCleaner is detecting a leftover registry reference or file trace, not malware
- CCleaner often flags active security software components incorrectly

In CCleaner, **SeImpersonatePrivilege** is **not a virus by itself**, it's a **Windows security privilege**. **SeImpersonatePrivilege** allows a program or service to **act on behalf of another user or process**. It's commonly used by CCleaner.

Sophos, Defender, or EDRs may log:

- "Privilege detected"
- "Impersonation privilege present"

This is **context-based**, not an automatic infection.

SeImpersonatePrivilege = Windows admin-level permission

- CCleaner showing it is **normal**
- It's only concerning if used by **unknown or suspicious software**

HESSEQUA MUNICIPALITY

Van Den Berg Street, Riversdale, 6670 | Western Cape, South Africa

SECTION 22 POPIA NOTIFICATION

Follow-Up Report: Cybersecurity Incident — Remediation Update

Submitted to the Information Regulator (South Africa)

Field	Detail
Report Date	26 February 2026
Reference / Incident Date	Approximately October – December 2024
Responsible Party	Hessequa Municipality
Responsible Party Contact	Municipal Manager
Nature of Report	Follow-up / Remediation Update (Post Initial Section 22 Notification)
Classification	Confidential — For the Information Regulator Only

1. Purpose of This Report

Hessequa Municipality previously notified the Information Regulator of a potential personal information breach, as required under Section 22 of the Protection of Personal Information Act 4 of 2013 (POPIA). This report constitutes the follow-up submission, providing an update on the investigations undertaken, the findings established, and the remedial actions taken to address identified vulnerabilities and protect the personal information under the Municipality's custodianship.

This report does not reproduce operationally sensitive technical details, network configurations, or information that could compromise the Municipality's security posture if disclosed beyond this regulatory context.

2. Background

During the period of approximately October to December 2024, Hessequa Municipality identified indicators of a potential cybersecurity incident affecting systems within its network environment. Upon detection, the Municipality activated its incident response measures and, in accordance with its POPIA obligations, notified the Information Regulator of the potential breach.

To ensure an independent and professional assessment, the Municipality engaged an accredited external digital forensic service provider (the "Forensic Team") to

conduct a forensic audit of the affected systems. The forensic audit was completed, and the resulting report was received by the Municipality.

A formal technical clarification session was held on 20 February 2026 between the Municipality's management and IT team and the Forensic Team, to work through the forensic report's findings and achieve a shared understanding of the evidence, scope, and conclusions.

3. Nature of the Incident

3.1 Incident Timeline

The forensic investigation identified malware-related activity commencing approximately 22 October 2024 and continuing for approximately 46 days, with the environment recorded as resolved around 8 December 2024. The Municipality's security controls, including its endpoint protection and network monitoring tools, were actively engaged during this period to contain and remediate the threat.

3.2 Systems Affected

The forensic scope was limited to two file servers within the Municipality's network environment. No access was available to Active Directory or individual endpoint devices during the investigation. The scope limitation has been noted as a factor that constrained certain findings.

3.3 Nature of the Potential Breach

The following were established as part of the forensic investigation:

- Malicious software indicators were identified on the network, including a software application classified as a Potentially Unwanted Program (PUP), which has known vulnerabilities that can be exploited by threat actors.
- Credential information associated with the Municipality was identified on dark web monitoring platforms during the approximate period of November to December 2024. The Municipality acknowledges that it cannot definitively confirm whether this data originated specifically from this incident, as other potential vectors exist.
- At the time of the forensic team's engagement, a beacon (a form of persistent network communication) was identified but could not be captured for evidentiary purposes due to self-destruction upon access — a known evasion technique employed by sophisticated malware.
- No confirmed evidence of active data exfiltration through the network was identified within the forensic scope available. The Municipality's network monitoring tool, deployed and fully activated during the incident period, found no evidence of data exfiltration, lateral movement, or beaconing activity for the duration of its monitoring.

The Municipality acknowledges that the absence of confirmed evidence of exfiltration does not definitively rule out the possibility, given the scope constraints of the investigation.

4. Categories of Personal Information Potentially Affected

The Municipality maintains personal information in its capacity as a public body, including information pertaining to employees, ratepayers, and service recipients. The specific categories of personal information that may have been at risk include employee credentials and system access information. The Municipality is unable to confirm with certainty which, if any, personal information records were accessed or exfiltrated, given the scope limitations of the forensic investigation.

A conservative approach has been adopted, and the Municipality has proceeded on the basis that personal information may have been compromised.

5. Actions Taken

5.1 Immediate Response Measures

Upon identification of the incident, the Municipality took the following immediate steps:

- Activated endpoint protection tools to detect and remove malicious artefacts.
- Deployed an advanced network monitoring and threat detection solution, which was fully operational during the incident period and beyond.
- Engaged the external Forensic Team to conduct an independent forensic audit.
- Notified the Information Regulator in terms of Section 22 of POPIA.
- Consulted with provincial bodies, the South African Local Government Association (SALGA), and the State Information Technology Agency (SITA) for guidance and support.

5.2 Forensic Investigation

A comprehensive forensic audit was conducted by an independent service provider. The audit covered the two file servers identified as part of the investigation scope. The Forensic Team employed industry-standard forensic methodology and framework references. The Municipality's IT team engaged in detail with the forensic findings and participated in a formal technical clarification session to ensure a thorough understanding of the report.

5.3 Remediation Actions Underway

Following the forensic audit and technical clarification process, the Municipality has committed to the following remediation actions:

- Formalise a policy restricting or prohibiting the use of third-party optimisation utilities on the municipal network, given their known vulnerability to exploitation.
- Conduct a cleaning and remediation exercise on backup files containing residual malware artefacts.

- Review and strengthen after-hours monitoring capacity, including evaluation of an outsourced Security Operations Centre (SOC) function or the development of internal after-hours monitoring capability.
- Conduct a thorough review of the network monitoring tool's configuration, coverage scope, and protection parameters to ensure optimal effectiveness.
- Formalise an engagement with a dedicated dark web monitoring service to enable proactive credential monitoring. The Forensic Team has offered to assist with vendor engagement and platform configuration.
- Strengthen perimeter security controls and credential management practices to reduce exposure of the network perimeter.
- Present the forensic report to senior management and the executive for a final mandate on remedial actions.

5.4 Lessons Learned and Process Improvements

The Municipality has identified several process improvement opportunities arising from this engagement, particularly in relation to future forensic audit procurement:

- Future requests for quotation for forensic services will require service providers to submit their own proposed methodology and approach, enabling award based on professional judgement rather than a prescriptive scope, and ensuring clear deliverable alignment.
- Technical environment details will be confirmed and communicated in advance of any future on-site forensic engagement, and necessary system configurations will be prepared beforehand.
- A formal testing-day plan will be established for future engagements, specifying attendees, roles, access requirements, and timing.

6. Current Status of the Environment

As at the date of this report, the following has been confirmed:

- No current evidence of active exploitation, beaconing, lateral movement, or data exfiltration has been identified by the Municipality's network monitoring tool since its full deployment.
- A dark web monitoring trial, registered in mid-December 2024, has not surfaced new credential exposure activity since that date.
- The remediation and procurement finalisation process is in progress, and the Municipality is engaging with the Forensic Team to conclude the outstanding administrative processes.

7. Notification to Data Subjects

The Municipality is assessing the nature and extent of any personal information compromise in order to determine its obligations with respect to notifying affected data subjects in terms of Section 22 of POPIA. This assessment is informed by the forensic findings and the scope limitations noted above. The Municipality will notify

the Information Regulator of its position on data subject notification in a subsequent communication once the executive mandate has been obtained and the remediation plan finalised.

8. Conclusion and Undertaking

Hessequa Local Municipality remains committed to its obligations under POPIA and to the protection of personal information in its custody. This incident, while significant, has served as an important catalyst for the strengthening of the Municipality's cybersecurity posture, governance frameworks, and incident response capabilities.

The Municipality undertakes to:

- Implement all remediation actions identified in this report within a reasonable timeframe and available budget allocations.
- Continue to monitor the environment for any indicators of compromise.
- Provide the Information Regulator with any further updates as material developments arise.
- Respond to any queries or requests for additional information from the Information Regulator promptly.

The Municipality appreciates the role of the Information Regulator in guiding responsible information governance and welcomes the opportunity to demonstrate its commitment to POPIA compliance.

9. Contact Information

For any queries relating to this report, please contact:

Contact Field	Details
Name	Albert De Klerk
Organisation	Hessequa Municipality
Address	Van Den Berg Street, Riversdale, 6670, Western Cape
Email	mm@hessequa.gov.za
Telephone	028 713 8000

Submitted by:

Municipal Manager
Hessequa Municipality
Date: 10 / 03 /2026

9.6 WYSIGING VAN DIE MUNISIPALE KODE: WYSIGING VAN BEGRAAFPLASE EN KREMATORIA VERORDENING: PUBLIEKE DEELNAME PROSES

File number / Verwysingsnommer: 1/3

Meeting date / Vergadering datum: 29 April 2026

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

PURPOSE OF REPORT / DOEL VAN VERSLAG

Vir die Raad om kennis te neem van die publieke deelname proses wat gevolg is ten opsigte van die Begraafplase en Krematoria Verordening.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die **Raad** het op **27 Februarie 2019** die volgende besluit geneem.

" 2. *Dat die Raad hul voorneme bevestig dat die hersieningsproses vir die volgende ses (6) Verordeninge in aanvang neem:*

2.1 Verordening insake Water en Sanitasiedienste, 2008.

2.2 Verordening insake die Openbare Oorlaste & oorlaste wat spruit uit die aanhou van diere, 2012.

2.3 ***Verordening insake Begraafplase & Krematoria, 2008.***

2.4 Verordening insake Grondgebruikbeplanning, 2015.

2.5 Verordening insake die Bestuur en Gebruik van Riviere, 2012.

2.6 Verordening insake Openbare Geriewe, 2012.

3. Dat die konsep gewysigde verordeninge in 'n werkswinkel aan die Raad voorgehou sal word.

4. Dat die konsep gewysigde verordeninge na afloop van die werkswinkel, soos bedoel in aanbeveling 2, gepubliseer en by wykskomitee vergaderings behandel word vir publieke kommentare en insette."

Die resolusie soos geneem deur die Raad op 27 Februarie 2019, word hierby aangeheg as **Aanhangsel "A"**.

Die konsep Begraafplase en Krematoria Verordening was op 05 Junie 2019 en 18 September 2025, deur die Tegniese Departement met die Raad gewerkswinkel.

Vind hierby aangeheg, die Voorleggings gemerk as **Aanhangsel "B"**.

Die voorgestelde konsepverordeninge (Afrikaans en Engelse weergawes) was vanaf 12 Desember 2025 tot 30 Januarie 2026 ter insae by alle munisipale kantore, biblioteke, asook die munisipale webtuiste. Dit was op 12 en 19 Desember 2025 in die plaaslike koerant geadverteer vir publieke insette en kommentare. Sien hierby aangeheg die kennisgewing van advertensie gemerk as **Aanhangsel "C"**.

Na die sluitingsdatum is **GEEN** insette en/of kommentare vanaf die publiek ontvang nie.

Die verordening in konsepvorm word hierby aangeheg gemerk as **Aanhangsel "D"**.

Die item het op **24 Maart 2026** by die onderskeie wyke gedien, en is die volgende aanbevelings ontvang:

Wyk 1:

"1. *Dat die Wykskomitee kennis neem dat geen insette en kommentaar ontvang is tydens die publieke deelname proses van die konsep Begraafplase en Krematoria Verordening.*

2. *Dat die Wykskomitee se gevoel is dat die voorlegging nie insiggewend is met datums waarna verwys word nie. Dit wil blyk dat die inligting wat gebruik word waarop 'n besluit geneem verouderd moet word."*

Wyk 2:

"*Dat die Wykskomitee kennis neem dat geen insette en kommentaar ontvang is tydens die publieke deelname proses van die konsep Begraafplase en Krematoria Verordening."*

Wyk 3:

"Dat die Wykskomitee kennis neem dat geen insette en kommentaar ontvang is tydens die publieke deelname proses van die konsep Begraafplase en Krematoria Verordening."

Wyk 4:

"1. Dat die Wykskomitee kennis neem dat geen insette en kommentaar ontvang is tydens die publieke deelname proses van die konsep Begraafplase en Krematoria Verordening.

2. Dat die Wykskomitee kennis neem en aanbevelings so ondersteun."

Wyk 5:

"Dat die Wykskomitee kennis neem dat geen insette en kommentaar ontvang is tydens die publieke deelname proses van die konsep Begraafplase en Krematoria Verordening."

Wyk 6:

"Dat die Wykskomitee kennis neem dat geen insette en kommentaar ontvang is tydens die publieke deelname proses van die konsep Begraafplase en Krematoria Verordening."

Wyk 7:

"Dat die Wykskomitee kennis neem dat geen insette en kommentaar ontvang is tydens die publieke deelname proses van die konsep Begraafplase en Krematoria Verordening."

Wyk 8:

"Dat die Wykskomitee kennis neem dat geen insette en kommentaar ontvang is tydens die publieke deelname proses van die konsep Begraafplase en Krematoria Verordening."

Wyk 9:

Wyk 9 se vergadering het nie plaasgevind nie omdat daar nie 'n kworum was nie.

Die item het op **15 April 2026** op die **Korporatiewe Dienste Portefeulje Komitee** gedien, en het die Komitee as volg aanbeveel:

"1. Dat die Komitee kennis neem dat geen insette en kommentaar ontvang is tydens die publieke deelname proses van die konsep Begraafplase en Krematoria Verordening.

2. Dat die Komitee kennis neem van die insette en kommentaar wat ontvang is vanaf die onderskeie Wykskomitees.

3. Dat die Komitee die konsep weergawe van die Begraafplase en Krematoria Verordening ondersteun en aanbeveel vir goedkeuring.

4. Dat die Bestuurder: Regsdienste & Administrasie, gemagtig word om die finale weergawe van die Begraafplase en Krematoria Verordening te publiseer in die Provinsiale Staatskoerant na goedkeuring deur die Raad.

5. Dat die Item na die Raad verwys word vir goedkeuring."

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **29 April 2026** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Neem kennis.

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

1. Dat die Raad kennis neem dat geen insette en kommentaar ontvang is tydens die publieke deelname proses van die konsep Begraafplase en Krematoria Verordening.
2. Dat die Raad kennis neem van die insette en kommentaar wat ontvang is vanaf die onderskeie Wykskomitees.
3. Dat die Raad die konsep weergawe van die Begraafplase en Krematoria Verordening goedkeur.
4. Dat die Bestuurder: Regsdienste & Administrasie, gemagtig word om die finale weergawe van die Begraafplase en Krematoria Verordening te publiseer in die Provinsiale Staatskoerant na goedkeuring deur die Raad.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Waarnemende Direkteur: Korporatiewe Bestuur – Mnr D Lewis-Michaels

ATTACHMENTS / STAWENDE DOKUMENTE

Aanhangsel “A”: Die resolusie soos geneem deur die Raad op 27 Februarie 2019.

Aanhangsel “B”: Voorleggings soos gedoen op 5 Junie 2019 en 18 September 2025.

Aanhangsel “C”: Kennisgewing van Advertensie.

Aanhangsel “D”: Konsep verordening Begraafplase en Krematoria (Afrikaanse en Engelse weergawes).

Aanhangsel A

HESSEQUA MUNISIPALITEIT

UITTREKSEL UIT NOTULE

SPESIALE RAADSVERGADERING

WOENSDAG 27 FEBRUARIE 2019
OM 09:00

6.1 WYSIGING VAN DIE MUNISIPALE KODE: VOORNEME OM VERORDENINGE TE HERSIEN

File number / Verwysingsnommer: 1/3

Meeting date / Vergadering datum: 27 Februarie 2019

Report by / Verslag deur: Bestuurder: Regsdienste – Mnr D Lewis

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker gee geleentheid vir bespreking.

Rdl ME Dayimani maak 'n voorstel gesekondeer deur Rdl T van den Berg.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die volgende besluit (Resolusie 6.1) wat op 30 Januarie 2019 deur die Raad geneem is, **herroep** word:

   "1. Dat die Raad hul voorneme bevestig dat die hersieningsproses vir die volgende vyf (5) Verordeninge in aanvang neem:

   1.1 Verordening insake Water en Sanitasiedienste, 2008.

   1.2 Verordening insake die Openbare Oorlaste & Oorlaste wat spruit uit die aanhou van diere, 2012.

   1.3 Verordening insake Begraafplase & Krematoria, 2008.

   1.4 Verordening insake Grondgebruikbeplanning, 2015.

   1.5 Verordening insake die Bestuur en Gebruik van Riviere, 2012.

   2. Dat die konsep gewysigde Verordeninge in 'n werkswinkel aan die Raad voorgehou word.

   3. Dat die konsep gewysigde Verordeninge na afloop van die werkswinkel, soos bedoel in aanbeveling 2, gepubliseer en by Wykskomitee vergaderings behandel word vir publieke kommentare en insette."

2. Dat die Raad hul voorneme bevestig dat die hersieningsproses vir die volgende ses (6) Verordeninge in aanvang neem:

   2.1 Verordening insake Water en Sanitasiedienste, 2008.

   2.2 Verordening insake die Openbare Oorlaste & oorlaste wat spruit uit die aanhou van diere, 2012.

   2.3 Verordening insake Begraafplase & Krematoria, 2008.

   2.4 Verordening insake Grondgebruikbeplanning, 2015.

   2.5 Verordening insake die Bestuur en Gebruik van Riviere, 2012.

2.6 Verordening insake Openbare Geriewe, 2012.

3. Dat die konsep gewysigde verordeninge in 'n werkswinkel aan die Raad voorgehou sal word.

4. Dat die konsep gewysigde verordeninge na afloop van die werkswinkel, soos bedoel in aanbeveling 2, gepubliseer en by wykskomitee vergaderings behandel word vir publieke kommentare en insette.

Voorstel Rdl ME Dayimani, sekondant Rdl T van den Berg

Die voorstel word eenparig as 'n besluit aanvaar.

HERSIENING VAN VERORDENINGE



WOENSDAG, 5 JUNIE 2019

AANGEBIED DEUR: DEON LEWIS / ANNALIZE VRIES





Verordening insake Begrafplase & Krematoria, 2008







Aanhangsel B

HERSIENING VAN VERORDENINGE



WOENSDAG, 5 JUNIE 2019

AANGEBIED DEUR: DEON LEWIS / ANNALIZE VRIES





Verordening insake Begrafplase & Krematoria, 2008







"Armlastige persoon" - 'n verlate persoon of persone wat nie familie of naasbestaandes het nie en geen persoon aanvaar verantwoordelikheid vir die begrawe van sodaige lyk nie;

"Begrafnisondernemer" beteken enige persoon, organisasie of regspersoon in die onderneming van die waardige beskikking van lyke teen vergoeding en wat by die Munisipaliteit geregistreer is en oor 'n bevoegdheidserifikaat beskik

"Gemagtigde beampte" 'n werknemer van die Munisipaliteit of 'n ander persoon wat deur die Munisipaliteit aangestel of gemagtig is om enige handeling, funksie of taak te verrig wat verband hou met aangeleenthede in hierdie Verordening vervat, of om enige bevoegdheid ingevolge hierdie Verordening uit te voer; en het 'beampte' 'n ooreenstemmende betekenis.

"graf ook-

Enige plek, hetsy in geheel of gedeeltelik bokant of onder die grond en hetsy vir private of openbare gebruik, waarin 'n lyk, of as, permanent begrawe word of daar voornemens is om dit permanent te laat begrawe, hetsy in 'n doodkis of ander houer; en Enige gedenksteenwerk van watter aard ook al wat deel vorm van of bykomend tot 'n graf is.

"Grafperseel" die afgebakende stuk grond binne 'n begraafplaas wat bedoel is vir die begrawe van 'n lyk

"Hulpbehoewende persoon" ook 'n behoeftige of 'n persoon wat nie familie en/of naasbestaandes het wat finansieel instaat is om hulle te kan begrawe nie en waar sodanige feit skriftelik bevestig word;

"Munisipale begraafplaas" 'n begraafplaas waarvan die beheer en eiendomsreg by die Munisipaliteit berus

"Munisipale krematorium" 'n krematorium waarvan die beheer en eiendomsreg by die Munisipaliteit berus

"Privaat begraafplaas" 'n begraafplaas waarvan die beheer en eiendomsreg by 'n privaat persoon of liggaam rus;

"Privaat krematorium" 'n krematorium waarvan die beheer en eiendomsreg by die Munisipaliteit berus;

Sluiting van Begrafplase

Die Munisipaliteit kan enige munisipale begraafplaas of gedeelte daarvan sluit.

Die Munisipaliteit publiseer die beoogde sluiting van 'n munisipale begraafplaas of gedeelte daarvan eenmalig in een nasionale en een plaaslike nuusblad en die Provinsiale Koerant en sodanige begraafplaas of gedeelte word, behoudens die bepalings van sub-artikel (3), geag gesluit te wees drie maande na die datum van publikasie van sodanige sluiting

Die Munisipaliteit kan, ondanks die sluiting van 'n munisipale begraafplaas of gedeelte daarvan, maar behoudens die voorwaardes wat dit nodig ag, toelaat dat lyke in bepaalde familie persele in sodanige begraafplaas of gedeelte daarvan begrawe word.

Behoudens sub-artikel (3), mag niemand enige lyke begrawe in 'n munisipale begraafplaas of gedeelte daarvan wat gesluit is ingevolge sub-artikel (1), of in 'n familie perseel in stryd met enige voorwaardes bepaal ingevolge sub- artikel (3) nie.

Alternatiewe vir teraardebestelling

Indien daar, genoodsaak deur die vereistes van die omgewing, 'n tekort aan grond vir begrafnisdoeleindes, en ondergeskik aan die bepalings van enige ander wet ten opsigte van die regte van persone, mag die munisipaliteit versoek dat enige metode anders as 'n begrafnis gebruik word om oor 'n lyk te beskik.

Toegangsure vir publiek

Elke begraafplaas is oop vir die publiek gedurende die ure wat deur die munisipaliteit bepaal word, maar indien dit in die belang van die publiek is, mag die Munisipaliteit 'n begraafplaas of krematorium of deel daarvan, vir die publiek sluit vir sodanige tye as wat nodig mag wees. Die ure is soos volg:

Maandae – Vrydae: 08:00 – 18:00

Saterdae en Sondae: 08:00 – 18:00

Publieke Vakansiedae: 08:00 – 18:00

Geen persoon, uitgesluit werkers en persone met toestemming, mag in of aanbly in 'n begraafplaas of krematorium of deel daarvan voor of na die ure gemeld in subartikel (I) nie, of gedurende die tye wat dit vir die publiek gesluit is nie.

Verbode optrede binne Begrafplase en crematoria

Niemand mag -

- In 'n begrafplaas of krematoria n steurnis of 'n oorlas veroorsaak of skep of veroorsaak dat 'n steurnis of oorlas geskep word nie;
- 'n munisipale begrafplaas binnegaan of verlaat nie behalwe deur die hekke wat daarvoor voorsien is;
- 'n begrafplaas of krematoria as deurgang of deurloop gebruik nie.
- Op enige gedenksteenwerk, hek, muur, heining of gebou in 'n munisipale begrafplaas sit of staan of daarop of daaroor klim nie;
- 'n lykswa of enige ander voertuig in 'n munisipale begrafplaas bestuur nie behalwe op die paaie wat daarvoor voorsien is;
- In 'n munisipale begrafplaas blomme, kranse, houers of enige iets anders vanaf 'n graf verwyder of pluk nie;

Geen lyk mag vervoer word –

Behalwe in 'n geskikte, doelgemaakte kis, houer of lyksak;

- Op 'n onbetaamlike wyse;
- Op 'n wyse dat die lyk sigbaar is;
- Sonder vooraf toestemming van die Opsigter waar die Vervoer van die lyk op 'n ander wyse moet plaasvind vanwee ander tradisie, begrafnisgebruike en -vereistes.
- Die Opsigter mag wat begrafplase en krematoriums betref, lasgewing gee wat nagekom moet word ten opsigte van die –
- Uitvoering en kwaliteit van enige werk verrig;
- Beweging en parkering van voertuie;
- Gedrag en beheer van enige seremonie en stoet;
- Plasing van structure, sitplek, klank versterkings apparat en volume daarvan en enige ander toerusting wat by die seremonie en stoet gebruik word;
- Die beperking van die tydsduur van 'n seremonie of stoet;
- Algemene gedrag of ander aspek wat nodig mag wees vir die veiligheid of goeie orde, waardigheid en sereniteit.

HOOFSTUK 3: ALGEMENE BEPALINGS IN VERBAND MET TERAARDEBESTELLINGS

12.Magtiging om te begrawe

(1) Niemand mag 'n lyk in die munisipale gebied begrawe anders as in 'n begraafplaas nie.

(2) Niemand mag 'n lyk in 'n munisipale begraafplaas begrawe nie, behalwe –

(a) met die skriftelike toestemming van die Opsigter

(b) in ooreenstemming met die voorwaardes gemeld in sodanige skriftelike toestemming/ sertifikaat.

(3) (a) 'n Aansoeker om toestemming ingevolge sub-artikel (2) moet die Opsigter met die volgende voorsien-

(i) 'n sterfte sertifikaat of sertifikaat van doodgeboorte;

(ii) 'n begrafnisorder;

(iii) bewys dat die toepaslike gelde bepaal betaal is; en

(iv) sodanige inligting wat die Opsigter vereis

(v) enige ander dokumentasie deur wetgewing voorgeskryf

(b) en waar van toepassing-

(i) besonderhede van kulturele of godsdienstige gebruike wat ter sprake is;

(ii) 'n beëdigde verkalring van 'n naasbestaande of waar nie prakties moontlik, 'n familielid wat toestemming verleen vir die beskikking oor die lyk op die wyse versoek.

(c) en in die geval van 'n begrafnisondernemer-

(i) 'n afskrif van sy geldende registrasie- en bevoegdheids-sertifikaat soos in artikel 24 bedoel;

(ii) waar die begrafnisorder deur die ondernemer uitgereik is, 'n afskrif van bewys in terme van artikel 4 van die Wet op Geboortes, Sterftes en Huwelike, 1992 (Wet 51 van 1992)

(4) 'n Graf moet by die Munisipaliteit bespreek word-

(a) 'n minimum van 48 uur voor die begrafnis wat gedurende weeksdae plaasvind; en

(b) 'n minimum van 72 uur voor begrafnisse wat oor naweke plaasvind.

(5) Indien die graf perseel voor die inwerkingtreding van hierdie Verordening gereserveer was, moet die betrokke dokumente en betalingsadvies daarvan vertoon word.

(6) (a) In elke geval waar die begrawe van 'n lyk gemagtig is, word die graf deur die Munisipaliteit genommer of 'n nommer toegeken vir die aanbring daarvan en mag niemand 'n lyk in enige ander graf as die wat die Munisipaliteit vir sodanige doel toegewys het, begrawe nie.

(b) Enige permanente gedenksteenwerk wat op die graf geplaas word, moet die toegekende grafnommer in duidelike en permanente wyse op die linker onderkant vertoon.

(7) (a) Behoudens die bepalings van artikel 23(7), kan daar in die geval van 'n gesin meer as een lyk in een enkel graf begrawe word, met dien verstande dat daar nie meer as twee doodskiste gebruik word nie en verder dat die deksel van die boonste doodskis in geen geval minder as 1050mm van die grond oppervlak af is nie.

(b) Waar meer as een lyk in dieselfde kis geplaas word, moet elke lyk in 'n lyksak wees.

(8) Geen persoon mag 'n lyk begrawe in 'n doodskis wat nie van bederfbare material gemaak is nie.

(9) Die Munisipaliteit behou die reg voor om inhoud van 'n kis te ondersoek, voor die teraardebestelling daarvan.

Begrawe of Verassing van Hulpbehoewendes

Kriteria

Die Raad moet kriteria ingevolge waarvan die Munisipaliteit die koste dra vir die begrawe van 'n hulpbehoewende persoon, opstel.

Begrafnis van 'n hulpbehoewende en 'n armlastige persoon

(1) 'n Persoon mag by die Munisipaliteit aansoek doen vir die begrawe of verassing van 'n lyk van 'n hulpbehoewende persoon en moet bewys lewer dat die oorledene aan die status as hulpbehoewende kragtens artikel 18 voldoen. Die aansoeker en enige naasbestaandes moet enige voorwaardes deur die Munisipaliteit bepaal, aanvaar.

(2) Die Opsigter kan besluit of die lyk van 'n hulpbehoewende persoon begrawe of veras of andersins oor beskik moet word.

(3) Die Opsigter mag, indien die as van 'n hulpbehoewende persoon nie binne drie (3) maande opgeëis word nie, die as in 'n graf begrawe of in 'n tuin van herinnering gestrooi word.

(4) (a) Onderhewig aan die Wet op Nasionale Gesondheid, Wet 61 van 2003, en artikel 10 van die Wet op Menslike Weefsel, Wet 65 van 1983, mag die lyk van 'n armlastige persoon of 'n onopgeëiste lyk, begrawe, veras of andersins oor beskik word;

(b) Die lyk van 'n persoon soos in sub-artikels (1) en (4)(a) bedoel –

(i) mag in enige graf, of in die grasperk afdeling begrawe word;

(ii) ondanks die bepalings van artikel 9(7)(a) kan 'n total van drie sodanige lyke in een graf begrawe word;

(iii) slegs gedenksteenwerk soos in sub-artikel 5(a) bedoel, mag op sodanige graf geplaas word;

(iv) by verassing moet die Opsigter die as vir 'n periode van drie maande in bewaring hou waarna dit in 'n graf begrawe of in 'n tuin van herinnering gestrooi word, indien nie opgeëis nie,

(5) (a) Die grafte in die grasperk afdeling moet gemerk word deur 'n plaket en grafnommer en waar bekend besonderhede van die persoon en datums van afsterwe en begrafnis.

(b) Volledige besonderhede wat beskikbaar is, moet onverwyld in die register soos in artikel 12 bedoel aangeteken word.

(c) Die spasie tussen die grafte mag nader aan mekaar wees en waar nodig of gepas, mag daar van die bepaling van artikel 13 afgewyk word.

HOOFSTUK 4: TERAARDEBESTELLING

Graf persele en grafte

(1) Die Munisipaliteit moet graf persele ooreenkomstig 'n goedgekeurde uitlegplan afbaken.

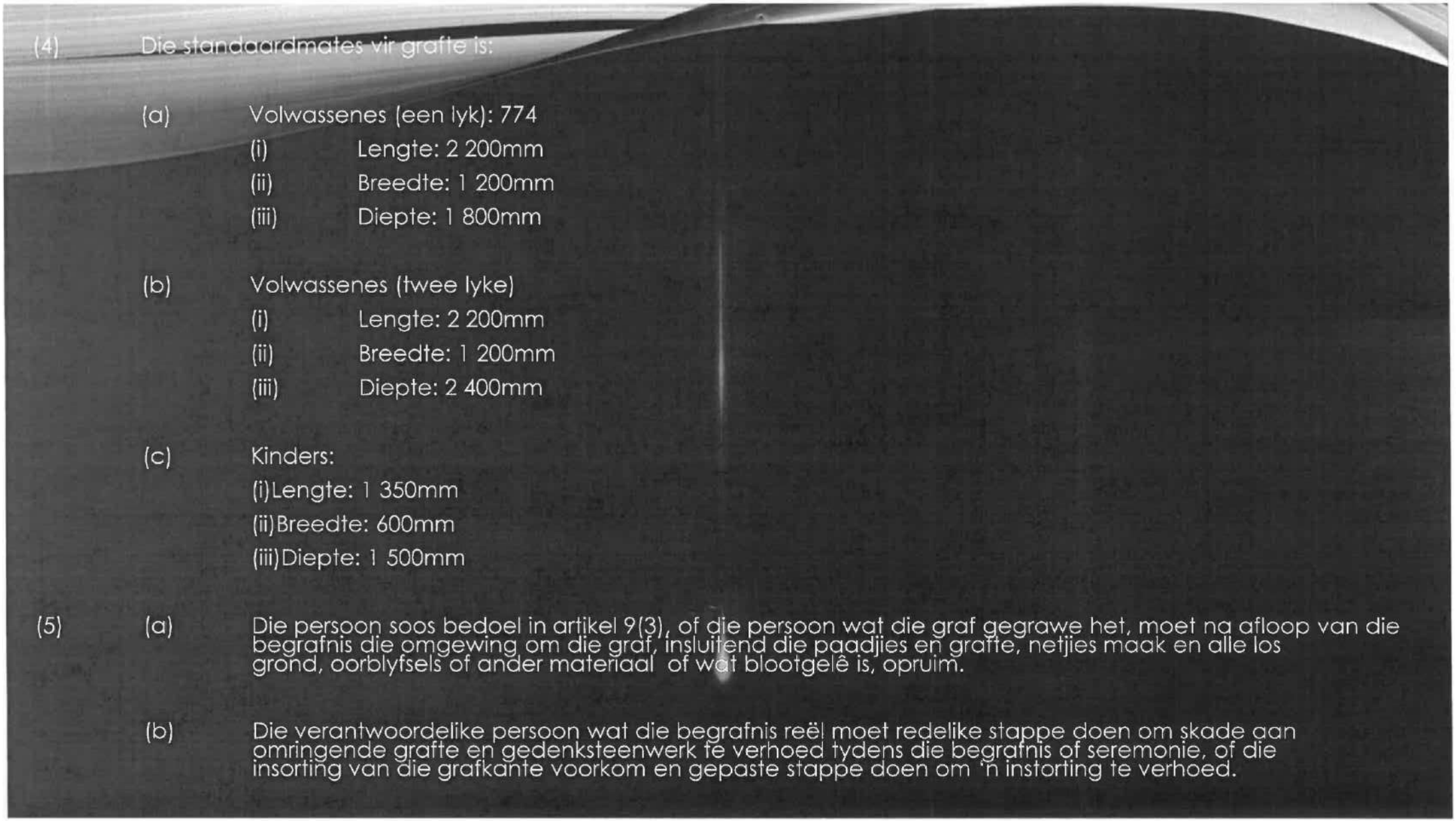
(2) Niemand mag –

(a) 'n lyk begrawe, tensy die graf van so 'n diepte is dat die bokant van die lyk, of as dit in 'n kis of houer is, die bokant van die kis of houer, nie minder is as 1 050 mm onder die oppervlak van die grond nie wanneer die graf opgevul is;

(b) onderhewig aan die bepalings van artikel 23(7), meer as een lyk in 'n graf begrawe nie, tensy die graf tot so 'n diepte gegrawe is data an sub-artikel (a) asook artikel 9(7) voldoen kan word en dat die eerste lyk, of as daardie lyk in 'n kis of houer is, sodanige kis of houer bedek word met 100mm gewapende beton of 300mm grond wanneer die tweede lyk begrawe word; of

(c) 'n lyk van 'n graf verwyder met die doel om sodanige graft e vergroot nie.

(3) In gevalle waar dieper, langer of wyer grafte as die standaardmates ir graf persele verlang word, moet daar minstens 48uur voor die begrafnis plaasvind, aansoek by die Opsigter gedoen word, en 'n addisionele fooi mag gehef word.



(4) Die standaardmates vir grafte is:

(a) Volwassenes (een lyk): 774

(i) Lengte: 2 200mm

(ii) Breedte: 1 200mm

(iii) Diepte: 1 800mm

(b) Volwassenes (twee lyke)

(i) Lengte: 2 200mm

(ii) Breedte: 1 200mm

(iii) Diepte: 2 400mm

(c) Kinders:

(i) Lengte: 1 350mm

(ii) Breedte: 600mm

(iii) Diepte: 1 500mm

(5) (a) Die persoon soos bedoel in artikel 9(3), of die persoon wat die graf gegrawe het, moet na afloop van die begrafnis die omgewing om die graf, insluitend die paadjies en grafte, netjies maak en alle los grond, oorblyfsels of ander materiaal of wat blootgelê is, opruim.

(b) Die verantwoordelike persoon wat die begrafnis reël moet redelike stappe doen om skade aan omringende grafte en gedenksteenwerk te verhoed tydens die begrafnis of seremonie, of die insorting van die grafkante voorkom en gepaste stappe doen om 'n instorting te verhoed.

HOOFSTUK 5: OPGRAWING VAN LYK EN HER-OOPMAAK VAN GRAF

Bepalings vir die opgrawing, verstoring, verwydering of herbegrawe van lyke

19 (1) Behoudens die bepalings van enige hofbevel of ander wetgewing met betrekking tot die opgrawing of beskikking oor lyke, mag niemand enige lyk in'n begraafplaas opgrawe, verstoor, verwyder of herbegrawe of duld of toelaat dat enige sodanige lyk opgegrawe, verstoor, verwyder of herbegrawe word nie-

(a) sonder die vooraf verkreë skriftelike goedkeuring van die Munisipaliteit;en

(b) in stryd met enige ander wetgewing of sodanige voorwaardes wat die Munisipaliteit en/of enige mediese praktisyn, deur die Munisipaliteit aangestel aangestel, mag bepaal.

(2) Niemand mag 'n lyk opgrawe, verstoor, verwyder of herbegrawe tensy 'n gemagtigde werknemer van die Munisipaliteit of die Opsigter en 'n lid van die Suid-Afrikaanse Polisie, nie teenwoordig is nie.

(3) (a) Niemand mag 'n lyk opgrawe, verstoor, verwyder of herbegrawe tensy die relevante graf tydens die proses, indien die Munisipaliteit dit vereis, doeltreffend afgeskerm is nie.

(b) Die persoon verantwoordelik vir die opgrawing van die lyk moet 'n toepaslike houer vir die verwydering van die lyk of oorskot gebruik.

(4) Onderhewig aan die bepalings van 'n hof- of opgrawingsbevel in terme van enige Wet, moet enige persoon wat die skriftelike goedkeuring beoog by sub-artikel (1) wil verkry, skriftelik daarom aansoek doen en moet-

(a) in sodanige aansoek-

(i) meld waar die lyk wat opgegrawe, verstoor, verwyder of herbegrawe gaan word, begrawe is en indien en waar sodanige lyk volgens voorneme herbegrawe gaan word;

(ii) die redes meld vir die voorgenome opgrawing, versteuring, verwydering of herbegrawe; en

(iii) die voorgenome metodes en voorsorgmaatreëls meld, wat aangewend en getref gaan word, om te voorko dat enige gesondheidsgevaar of oorsaak tot oorlas ontstaan; en

(b) saam met sodanige aansoek-

(i) 'n mediese sertifikaat aangaande die datum en oorsaak van dood of 'n gewaarmerkte afskrif van so 'n sertifikaat indien;

(ii) waar die lyk in 'n graf buite die munisipale gebied herbegrawe gaan word die skriftelike goedkeuring indien van-

(aa) die Munisipaliteit in wie se regsgebied die betrokke lyk volgens voorneme herbegrawe gaan word;

(bb) in die geval van 'n privaat begraafplaas, di eienaar of ander persoon in beheer van sodanige begraafplaas waar die betrokke lyk volgens voorneme herbegrawe gaan word;

(iii) Ondersteunende dokumentasie soos deur wetgewing vereis mag word.

(iv) die skriftelike goedkeuring van 'n familielid en indien daar geen sodanige oorlewende familie is nie, die naaste beskikbare volwasse familiebetrekking van die betrokke oorledene.

(5) Waar 'n mediese sertifikaat of enige skritelike goedkeuring by sub-artikel (4) beoog, nie verkry word of kan word, of nie verleen word nie, moet die skriftelike aansoek in die sub-artikel beoog, vergesel gaan van-

(a) volledige besonderhede van die pogings wat aangewend is om sodanige sertifikaat of goedkeuring te verkry; en

(b) volledige redes waarom die onvermoë om sodanige setifikaat of goedkeuring te verkry, nie die verlenging van skriftelike goedkeuring ingevolge sub-artikel (1) behoort te belet nie.

(6) Die Munisipaliteit kan, voordat daar volgens enige goedkeuring ingevolge sub-artikel (1) gehandel word-

(a) enige voorwaardes aldus gestel, wysig, aanpas of skrap; en

(b) bykomende voorwaardes ten opsigte van sodanige goedkeuring stel.

(7) Geen persoon mag 'n graf oopmaak vir die doel om 'n tweede lyk in dieselfde graf ter aarde te bestel nie tensy-

(a) die graf aanvanklik vir hierdie doel dieper gemaak is;

(b) indien nie dieper gemaak is nie, dan slegs nadat 10 jaar verloop het sedert die teraardebestelling van die eerste lyk;

(c) vir die doeleindes om 'n houer bevattende as te begrawe, die diepte nie 300mm oorskry nie; en

(d) die toestemming van die Munisipaliteit verkry is, en

(e) die gelde voorgeskryf deur die Munisipaliteit, indien toepaslik, betaal is.

(8) Indien 'n lyk in oortreding van die bepalings van hierdie Verordening begrawe is, mag die Munisipaliteit, nieteenstaande die bepalings van artikel 23(1), die lyk opgrawe en in 'n ander graf herbegrawe nadat die naasbestaandes van die oorledene verwittig is van die voorgenome proses en die geleentheid gebied is om teenwoordig te wees.

HOOFSTUK 6 : VERSORGING VAN GRAFTE

Onderhoud aan grafte en graf persele

die persoon in artikel 9(3) bedoel, of die houer van 'n reg om in 'n perseel in 'n munisipale begraafplaas begrawe te word, moet daardie perseel en die gedenksteenwerk en ander bouwerk daarop in 'n goeie toestand hou.

Die Munisipaliteit mag, op aansoek van 'n persoon bedoel in sub-artikel (1) en by betaling van die gelde deur die Munisipaliteit voorgeskryf, onderneem om enige graf vir enige tydperk te onderhou.

Die Munisipaliteit mag in sy diskresie onderneem om enige graf vir enige tydperk op sy eie onkoste te onderhou.

Niemand mag-

Sonder die toestemming van die Opsigter 'n boom of struik op 'n graf perseel plant nie;

Material, wat tydens doe skoonmaak van 'n graf perseel in die munisipale begraafplaas verwyder word, op enige ander plek in die begraafplaas as die wat vir sodanige doel verskaf is nie.

(a) die Opsigter kan gras, enige struik, plant of blom in 'n munisipale begraafplaas snoei, afsny, laat uithaal of verwyder wat na sy oordeel onooglik is, of wat vir ordelike instandhouding nodig mag wees.

'n Opsigrer mag natuurlike of kunsblomme en enige houer of ander voorwerp wat op 'n graf geplaas is, verwyder indien dit verdroog, verflenterd of beskadig is.

Die Munisipaliteit is nie aanspreeklik vir enige verlies of skade aan enige gedenksteenwerk of enige voorwerp wat op enige graf perseel geplaas is nie en ook nie vir enige vergoeding ten opsigte van enige gedenksteenwerk wat vir welke rede ook al verwyder of herstel is nie.

Verwaarlosede gedenksteenwerk

Wanneer ook al die persoon wat 'n gedenksteenwerk in 'n munisipale begraafplaas opgerig het toelaat dat dit sodanig verval, as wat na die oordeel van die Opsigter 'n gevaar inhou of wat die munisipale begraafplaas ontsier, mag die Opsigter by skriftelike kennisgewing aan die persoon se laaste bekende adres, en van hom vereis om sodanige herstelwerk te verrig wat in die kennisgewing vermeld word, en waar die adres van sodanige persoon onbekend is, moet die kennisgewing vir twee agtereenvolgende weke eenmalig in 'n koerant wat in die gebied versprei word gepubliseer word.

Die Munisipaliteit kan by versuim om die vereiste herstelwerk binne drie maande vanaf betokening of publikasie van die kennisgewing te doe, die herstelwerk doen of die gedenksteenwerk verwyder sonder om vergoeding te betaal en mag die koste vir sodanige herstelwerk of verwydering van sodanige persoon verhaal indien moontlik.

HOOFSTUK 10: PRIVATE Begrafplase

Oorname van privaat Begrafplase deur die Munisipaliteit

Die Munisipaliteit kan enige privaat begraafplaas binne sy gebied oorneem op bepaalde vereistes en voorwaardes.

Alvorens die Raad besluit om'n privaat begraafplaas oor te neem moet die Munisipaliteit se voorneme om sodanige privaat begraafplaas oor te neem, adverteer word en die publiek uitgenooi word om kommentaar aan die Munisipaliteit voor te lê.

By die oorname van 'n privaat begrafplaas deur die Munisipaliteit ingevolge hierdie artikel –

- Berus die eiendomsreg op alle roerende en onroerende goed en ander bates in verband met sodanige begrafplaas, behoudens enige trusts of voorwaardes, by die Munisipaliteit;
- Is alle inkomste en ander gelde wat betaalbaar of verhaalbaar is ten opsigte van sodanige begrafplaas , betaalbaar aan en verhaalbaar deur die Munisipaliteit;
- Gaan alle ander regte en voorregte en alle laste en verpligtinge ten opsigte van sodanige begrafplaas oor op die Munisipaliteit en die Munisipaliteit kan voortgaan om alle regsgedinge ingestel ten opsigte van sodanige begrafplas voort te sit en te verdedig en alle dinge te doen wat nodig of dienstig is in verband met sodanige gedinge; en
- Verkry die Munisipaliteit die beheer en bestuur van sodanige begrafplaas.

Strafbepalings

(1) Enige persoon wat voortgaan om 'n oortreding te pleeg nadat kennis aan hom gegee is om voorsetting van die oortreding te staak, of nada thy skuldig bevins is aan 'n sodanige oortreding en daarmee voortgaan, is skuldig aan 'n voortdurende oortreding.

(2) Enige persoon wat enige bepaling van hierdie Verordening oortree of wat versuim om aan enige bepaling daarvan te voldoen of 'n kennisgewing of voorwaarde in terme van hierdie Verodening oortree of versuim om daaraan te voldoen, 'n valse verklaring maak, of valse, onjuiste of misleidende inligting verstrek, is skuldig aan 'n misdryf en by skuldigbevinding-

(a) strafbaar met 'n boete of met gevangenisstraf of beide 'n boete en sodanige gevangenisstraf, en

(b) in die geval van 'n voortdurende misdryf met 'n addisionele boete of 'n addisionele tydperk van gevangenisstraf of sodanige addisionele gevangenisstraf sonder die opsie van 'n boete of beide sodanige addisionele boete en gevangenisstraf vir elke dag wat sodanige misdryf voortduur; en

(c) 'n vergoedingsbevel gelyk aan enige koste en uitgawes wat na bewering van die horf, deur die Munisipaliteit aangegaan is as gevolg van sodanige oortreding of versuim.

Verordening insake Begraafplase & Krematoria



18 September 2025

André Hansen

Spesialis: Vaste afval Bestuur, Publieke fasiliteite en Geriewe

Hersiening van verordeninge

Die Raad het hul voorneme bevestig dat die hersieningsproses vir die verordeninge wat aangepas moet word, in aanvang moet neem:



- 6 Verordeninge is tydens 'n werkswinkel met die raad bespreek en die nuwe voorgestelde Verordeninge insake Begraafplase en Krematoria is volledig behandel.
- Enkele wysigings moes aangebring word om ondertsaande Verordening te vervang.
- **Verordening insake Begraafplase & Krematoria, 2008.**

Belangrike woordomskrywings

"Armlastige persoon"- **'n verlate persoon of persone wat nie familie of naasbestaandes het nie en geen persoon aanvaar verantwoordelikheid vir die begrawe van sodanige lyk nie;**

"Begrafnisondernemer" beteken enige persoon, organisasie of regspersoon in die onderneming van die waardige beskikking van lyke teen vergoeding en wat by die Munisipaliteit geregistreer is en oor 'n bevoegdheidserifikaat beskik.

"Gemagtigde beampte" **'n werknemer van die Munisipaliteit of 'n ander persoon wat deur die Munisipaliteit aangestel of gemagtig is om enige handeling, funksie of taak te verrig wat verband hou met aangeleenthede in hierdie Verordening vervat, of om enige bevoegdheid ingevolge hierdie Verordening uit te voer; en het 'beampte' 'n ooreenstemmende betekenis.**

"Graf ook-

Enige plek, hetsy in geheel of gedeeltelik bokant of onder die grond en hetsy vir private of openbare gebruik, waarin 'n lyk, of as, permanent begrawe word of daar voornemens is om dit permanent te laat begrawe, hetsy in 'n doodkis of ander houer.

Enige gedenksteenwerk van watter aard ook al wat deel vorm van of bykomend tot 'n graf is.

"Grafperseel" die afgebakende stuk grond binne 'n begraafplaas wat bedoel is vir die begrawe van 'n lyk.

Woordomskrywings vervolg

- **"Hulpbehoewende persoon" ook 'n behoeftige of 'n persoon wat nie familie en/of naasbestaandes het wat finansieel instaat is om hulle te kan begrawe nie en waar sodanige feit skriftelik bevestig word.**

- **"Munisipale begraafplaas" 'n begraafplaas waarvan die beheer en eiendomsreg by die Munisipaliteit berus.**

- **"Munisipale krematorium"** 'n krematorium waarvan die beheer en eiendomsreg by die Munisipaliteit berus.

- **"Privaat begraafplaas"** 'n begraafplaas waarvan die beheer en eiendomsreg by 'n privaat persoon of liggaam rus.

- **"Privaat krematorium"** 'n krematorium waarvan die beheer en eiendomsreg by die Munisipaliteit berus.



Sluiting van Begraafplase

- **Die Munisipaliteit kan enige munisipale begraafplaas of gedeelte daarvan sluit.**
- **Die Munisipaliteit publiseer die beoogde sluiting van 'n munisipale begraafplaas of gedeelte daarvan eenmalig in een Nasionale en een Plaaslike nuusblad en die Provinsiale Koerant en sodanige begraafplaas of gedeelte word, behoudens die bepalings van sub-artikel (3), geag gesluit te wees drie maande na die datum van publikasie van sodanige sluiting.**
- **Die Munisipaliteit kan, ondanks die sluiting van 'n munisipale begraafplaas of gedeelte daarvan, maar behoudens die voorwaardes wat dit nodig ag, toelaat dat lyke in bepaalde familie persele in sodanige begraafplaas of gedeelte daarvan begrawe word.**
- Behoudens sub-artikel (3), mag niemand enige lyke begrawe in 'n munisipale begraafplaas of gedeelte daarvan wat gesluit is ingevolge sub-artikel (1), of in 'n familie perseel in stryd met enige voorwaardes bepaal ingevolge sub- artikel (3) nie.



Alternatiewe vir teraardebestelling

Indien daar, genoodsaak deur die vereistes van die omgewing, 'n tekort aan grond vir begrafnisdoeleindes, en ondergeskik aan die bepalings van enige ander wet ten opsigte van die regte van persone, mag die munisipaliteit versoek dat enige metode anders as 'n begrafnis gebruik word om oor 'n lyk te beskik.

Administrasie en afdwinging

a) **Direkteur Tegniese Dienste (DTD) is verantwoordelik vir die administrasie en afdwinging van die Verordening.**

b) **DTD moet bevoegde beampte aanstel as Opsigter** in **beheer van administrasie** van begraafplase, krematoriums of ander fasiliteite van beskikking van lyke.

c) **DTD** kan sy **bevoegdhede delegeer** aan bevoegde beampte in sy /haar Direktoraat.

d) **Opsigter kan met goedkeuring van DTD** sy / haar **bevoegdhede delegeer** aan beampte van die Munisipaliteit

Toegangsure vir publiek

Elke begraafplaas is **oop vir die publiek gedurende die ure wat deur die munisipaliteit bepaal word**, maar indien dit in die belang van die publiek is, **mag die Munisipaliteit 'n begraafplaas of krematorium of deel daarvan, vir die publiek sluit vir sodanige tye as wat nodig mag wees.** Die ure is soos volg:

Maandae – Vrydae: 08:00 – 18:00

Saterdae en Sondae: 08:00 – 18:00

Publieke Vakansiedae: 08:00 – 18:00

Geen persoon, uitgesluit werkers en persone met toestemming, mag in of aanbly in 'n begraafplaas of krematorium of deel daarvan voor of na die ure gemeld in subartikel (I) nie, of gedurende die tye wat dit vir die publiek gesluit is nie.

Met spesiale toestemmings mag die raad toestemming verleen dat persone die begraafplaas besoek na ure indien daar 'n grondige rede daarvoor bestaan. Vooraf skriftelike toestemmings moet ten minste 24 uur voordat die besoek sal plaasvind by die Munisipale Bestuurder of Direkteur Tegniese Dienste verkry word.

Verbode optrede binne Begraafplase en Krematoria

Niemand mag -

- **In 'n begraafplaas of krematoria n steurnis of 'n oorlas veroorsaak** of skep of veroorsaak dat 'n steurnis of oorlas geskep word nie;
- 'n Munisipale **begraafplaas binnegaan of verlaat nie behalwe deur die hekke** wat daarvoor voorsien is;
- 'n Begraafplaas of krematoria **as deurgang of deurloop gebruik nie.**
- **Op enige gedenksteenwerk, hek, muur, heining of gebou in 'n munisipale begraafplaas sit of staan of daarop of daaroor klim nie.**
- **'n Lykswa of enige ander voertuig in 'n munisipale begraafplaas bestuur nie behalwe op die paaie wat daarvoor voorsien is.**
- **In 'n munisipale begraafplaas blomme, kranse, houers of enige iets anders vanaf 'n graf verwyder of pluk nie.**
- **Kyk nog hierna.....**

Geen lyk mag vervoer word –

Behalwe in 'n **geskikte, doelgemaakte kis, houer of lyksak**;

- Op 'n **onbetaamlike wyse**;
- Op 'n **wyse dat die lyk sigbaar is**;
- **Sonder vooraf toestemming van die Opsigter waar die vervoer van die lyk op 'n ander wyse moet plaasvind vanweë ander tradisie, begrafnisgebruike en -vereistes.**
- Die **Opsigter mag** wat begraafplase en krematoriums betref, **lasgewing gee wat nagekom moet word** ten opsigte van die –
- Uitvoering en kwaliteit van enige werk verrig;
- Beweging en parkering van voertuie;
- **Gedrag en beheer van enige seremonie en stoet;**
- Plasing van strukture, sitplek, klank versterkings apparaat en volume daarvan en enige ander toerusting wat by die seremonie en stoet gebruik word;
- Die **beperking van die tydsduur** van 'n **seremonie** of stoet;
- **Algemene gedrag of ander aspek wat nodig mag wees vir die veiligheid of goeie orde, waardigheid en sereniteit.**

HOOFSTUK 3: ALGEMENE BEPALINGS IN VERBAND MET TERAARDEBESTELLINGS

Art 12. Magtiging om te begrawe.

(1) Niemand mag 'n **lyk** in die munisipale gebied **begrawe anders as in 'n begraafplaas nie**.

(2) **Niemand mag 'n lyk in 'n munisipale begraafplaas begrawe nie, behalwe –**

(a) **met die skriftelike toestemming van die Opsigter**

(b) in ooreenstemming met die voorwaardes gemeld in **sodanige skriftelike toestemming/ sertifikaat.**

(3) **(a)** 'n **Aansoeker** om toestemming ingevolge sub-artikel (2) moet die **Opsigter met die volgende voorsien-**

(i) 'n **sterfte sertifikaat of sertifikaat van doodgeboorte**;

(ii) 'n **begrafnisorder**;

(iii) bewys dat die **toepaslike gelde bepaal betaal is**; en

(iv) sodanige inligting wat die Opsigter vereis

(v) enige **ander dokumentasie deur wetgewing voorgeskryf**

(b) en **waar van toepassing-**

(i) **besonderhede van kulturele of godsdienstige gebruike wat ter sprake is;**

(ii) 'n **beëdigde verklaring van 'n naasbestaande of** waar nie prakties moontlik, '**n familielid** wat **toestemming verleen vir die beskikking oor die lyk op die wyse versoek**.

(c) en **in die geval van 'n begrafnisondernemer-**

(i) 'n afskrif van sy **geldende registrasie- en bevoegdheids-sertifikaat** soos in artikel 24 bedoel;

(ii) waar die begrafnisorder deur die ondernemer uitgereik is, 'n afskrif van bewys in terme van artikel 4 van die Wet op Geboortes, Sterftes en Huwelike, 1992 (Wet 51 van 1992)

(4) '**n Graf moet by die Munisipaliteit bespreek word-**

(a) 'n minimum van **48 uur voor die begrafnis** wat gedurende **weeksdae** plaasvind; en

(b) 'n minimum van **72 uur voor begrafnisse wat oor naweke** plaasvind.

(5) Indien die **graf perseel voor die inwerkingtreding van hierdie Verordening gereserveer was**, moet die **betrokke dokumente en betalingsadvies daarvan vertoon word**.

(6)(a) **In elke geval waar die begrawe van 'n lyk gemagtig is**, word die **graf** deur die Munisipaliteit **genommer** of 'n nommer toegeken vir die aanbring daarvan en mag **niemand 'n lyk in enige ander graf as die wat die Munisipaliteit vir sodanige doel toegewys het, begrawe nie.**

(b) Enige permanente gedenksteenwerk wat op die graf geplaas word, moet die toegekende grafnommer in duidelike en permanente wyse op die linker onderkant vertoon.

(7)(a) Behoudens die bepalings van artikel 23(7), **kan daar** in die geval van 'n **gesin meer as een lyk in een enkel graf begrawe word, met dien verstande dat daar nie meer as twee doodskiste gebruik word nie en verder dat die deksel van die boonste doodskis in geen geval minder as 1050mm van die grond oppervlak af is nie.**

(b)Waar **meer as een lyk in dieselfde kis** geplaas word, moet elke lyk in 'n **lyksak wees**.

(8) Geen persoon mag 'n **lyk begrawe in 'n doodskis wat nie van bederfbare materiaal** gemaak is nie.

(9) Die **Munisipaliteit** behou die reg voor om **inhoud** van 'n **kis te ondersoek**, voor die teraardebestelling daarvan.

Begrawe of Verassing van Hulpbehoewendes

(Deernis beleid reeds gewerkswinkel met raad)

Kriteria

Die Raad moet kriteria ingevolge waarvan die Munisipaliteit die koste dra vir die begrawe van 'n hulpbehoewende persoon, opstel.

Begrafnis van 'n hulpbehoewende en 'n armlastige persoon

(1) 'n Persoon mag by die Munisipaliteit aansoek doen vir die begrawe of verassing van 'n lyk van 'n hulpbehoewende persoon en moet **bewys lewer dat die oorledene aan die status as hulpbehoewende** kragtens artikel 18 **voldoen**. Die aansoeker en enige naasbestaandes moet enige voorwaardes deur die Munisipaliteit bepaal, aanvaar.

(2) Die **Opsigter kan besluit of die lyk** van 'n hulpbehoewende persoon **begrawe of veras of andersins oor beskik moet word**.

(3) Die Opsigter mag, indien die as van 'n hulpbehoewende persoon nie binne drie (3) maande opgeëis word nie, die as in 'n graf begrawe of in 'n tuin van herinnering gestrooi word.

(4)(a) Onderhewig aan die **Wet op Nasionale Gesondheid, Wet 61 van 2003**, en **artikel 10 van die Wet op Menslike Weefsel, Wet 65 van 1983, mag die lyk van 'n armlastige persoon of 'n onopgeëiste lyk, begrawe, veras of andersins oor beskik word**;

(b) Die lyk van 'n persoon soos in sub-artikels (1) en (4)(a) bedoel –

(i) mag in **enige graf**, of in die **grasperk** afdeling begrawe word;

(ii) ondanks die bepalings van artikel 9(7)(a) kan 'n **totaal van drie sodanige lyke in een graf begrawe word**;

(iii) slegs gedenksteenwerk soos in sub-artikel 5(a) bedoel, mag op sodanige graf geplaas word;

(iv) by **verassing** moet die Opsigter die **as vir 'n periode van drie maande in bewaring hou waarna dit in 'n graf begrawe of in 'n tuin van herinnering gestrooi word, indien nie opgeëis nie,**

(5)(a) Die **grafte in die grasperk** afdeling **moet gemerk** word deur 'n plaket en **grafnommer** en waar bekend **besonderhede van die persoon en datums van afsterwe** en begrafnis.

(b) **Volledige besonderhede** wat beskikbaar is, moet onverwyld in die **register** soos in artikel 12 bedoel **aangeteken word**.

(c) Die **spasie tussen die grafte mag nader aan mekaar wees** en waar nodig of gepas, mag daar van die bepaling van artikel 13 afgewyk word.

HOOFSTUK 4: TERAARDEBESTELLING

Graf persele en grafte

(1) Die **Munisipaliteit moet graf persele** ooreenkomstig 'n **goedgekeurde uitlegplan afbaken.**

(2) **Niemand mag –**

(a) 'n **lyk begrawe**, tensy die graf van so 'n diepte is dat die **bokant van die lyk**, of as dit in 'n kis of houer is, die bokant van die kis of houer, nie minder is as **1050 mm onder die oppervlak van die grond** nie wanneer die graf opgevul is;

(b) onderhewig aan die bepalings van artikel 23(7), **meer as een lyk in 'n graf begrawe nie, tensy** die graf tot so 'n diepte gegrawe is dat aan sub-artikel (a) asook artikel 9(7) voldoen kan word en **dat die eerste lyk, of as daardie lyk in 'n kis of houer is, sodanige kis of houer bedek word met 100mm gewapende beton of 300mm grond wanneer die tweede lyk begrawe word; of**

(c) 'n lyk van 'n graf verwyder met die doel om sodanige grafte vergroot nie.

(3) In gevalle waar **dieper, langer of wyer grafte** as die standaard mates vir graf persele **verlang** word, moet daar **minstens 48uur voor die begrafnis plaasvind**, **aansoek by die Opsigter gedoen word, en 'n addisionele fooi mag gehef word.**

Die standaardmates vir grafte is

(a) **Volwassenes (een lyk):**

(i) Lengte: 2 200mm

(ii) Breedte: 1 200mm

(iii) Diepte: 1 800mm

(b) **Volwassenes (twee lyke)**

(i) Lengte: 2 200mm

(ii) Breedte: 1 200mm

(iii) Diepte: 2 400mm

(c) **Kinders:**

(i) Lengte: 1 350mm

(ii) Breedte: 600mm

(iii) Diepte: 1 500mm



(5) (a) Die **persoon** soos bedoel in artikel 9(3), of die persoon **wat die graf gegrawe het**, moet na afloop van die begrafnis die

omgewing om die graf, insluitend die paadjies en grafte, netjies maak en alle los grond, oorblyfsels of ander materiaal of wat blootgelê is, opruim.

(b) Die verantwoordelike **persoon wat die begrafnis reël** moet redelike stappe doen om **skade aan omringende grafte en gedenksteenwerk te verhoed** tydens die begrafnis of seremonie, of die insorting van die grafkante voorkom en **gepaste stappe doen om 'n instorting te verhoed.**

HOOFSTUK 5: OPGRAWING VAN LYK EN HER-OOPMAAK VAN GRAF

Bepalings vir die opgrawing, verstoring, verwydering of herbegrawe van lyke

19 (1) Behoudens die bepalings van enige **hofbevel** of ander wetgewing met betrekking tot die opgrawing of beskikking oor lyke, **mag niemand enige lyk in'n begraafplaas opgrawe, verstoor, verwyder of herbegrawe of duld of toelaat dat enige sodanige lyk opgegrawe, verstoor, verwyder of herbegrawe word nie-**

(a) **sonder die vooraf verkreë skriftelike goedkeuring van die Munisipaliteit**;en

(b) **in stryd met enige ander wetgewing of sodanige voorwaardes wat die Munisipaliteit en/of enige mediese praktisyn, deur die Munisipaliteit aangestel aangestel, mag bepaal.**

(2) Niemand mag 'n lyk opgrawe, verstoor, verwyder of herbegrawe tensy 'n gemagtigde werknemer van die Munisipaliteit of die Opsigter en 'n lid van die Suid-Afrikaanse Polisie, nie teenwoordig is nie.

(3)(a) Niemand mag 'n lyk opgrawe, verstoor, verwyder of herbegrawe tensy die **relevante graf tydens die proses, indien die Munisipaliteit dit vereis, doeltreffend afgeskerm is nie.**

(b)Die persoon verantwoordelik vir die opgrawing van die lyk moet '**n toepaslike houer vir die verwydering van die lyk of oorskot gebruik**.

(4) Onderhewig aan die bepalings van 'n **hof- of opgrawingsbevel** in terme van enige Wet, moet enige persoon wat die skriftelike goedkeuring beoog by sub-artikel (1) wil verkry, **skriftelik daarom aansoek doen** en moet-

(a) **in sodanige aansoek-**

(i) meld **waar die lyk wat opgegrawe, verstoor, verwyder of herbegrawe gaan word**, **begrawe is en indien en waar sodanige lyk volgens voorneme herbegrawe gaan word**;

(ii) die **redes meld vir die voorgenome opgrawing, versteuring, verwydering of herbegrawe**; en

(iii) die **voorgenome metodes en voorsorgmaatreëls** meld, wat aangewend getref gaan word, om te **voorkom dat enige gesondheidsgevaar of oorsaak tot oorlas ontstaan**; en

(b)saam met sodanige aansoek-

(i) 'n **mediese sertifikaat** aangaande die **datum en oorsaak van dood** of 'n gewaarmerkte afskrif van so 'n sertifikaat indien;

(ii) waar die lyk in 'n **graf buite die munisipale gebied herbegrawe** gaan word die **skriftelike goedkeuring** indien van-

(aa) die **Munisipaliteit in wie se regsgebied die betrokke lyk volgens voorneme herbegrawe gaan word**;

(bb) in die geval van 'n **privaat begraafplaas**, die **eienaar of ander persoon in beheer van sodanige begraafplaas waar die betrokke lyk volgens voorneme herbegrawe gaan word**;

(iii) **Ondersteunende dokumentasie** soos deur **wetgewing vereis** mag word.

(iv) die **skriftelike goedkeuring van 'n familielid** en indien daar geen sodanige oorlewende familie is nie, die **naaste beskikbare volwasse familiebetrekking van die betrokke oorledene**.

(5) Waar 'n **mediese sertifikaat of enige skritelike goedkeuring** by sub-artikel (4) beoog, **nie verkry word of kan word**, of **nie verleen word nie**, moet die **skriftelike aansoek** in die sub-artikel beoog, **vergese**l gaan **van-**

(a) **volledige besonderhede** van die **pogings wat aangewend is om sodanige sertifikaat of goedkeuring te verkry**; en

(b) volledige redes waarom die onvermoë om sodanige setifikaat of goedkeuring te verkry, nie die verlenging van skriftelike goedkeuring ingevolge sub-artikel (1) behoort te belet nie.

(6) Die **Munisipaliteit kan**, voordat daar volgens enige goedkeuring ingevolge sub-artikel (1) gehandel word-

(a) **enige voorwaardes aldus gestel, wysig, aanpas of skrap**; en

(b) **bykomende voorwaardes ten opsigte van sodanige goedkeuring stel**.

(7) **Geen persoon mag 'n graf oopmaak vir die doel om 'n tweede lyk in dieselfde graf ter aarde te bestel nie tensy-**

(a) die **graf aanvanklik vir hierdie doel dieper gemaak** is;

(b) indien **nie dieper gemaak is nie**, dan **slegs nadat 10 jaar verloop het sedert die teraardebestelling van die eerste lyk**;

(c) vir die doeleindes om 'n **houer bevattende as te begrawe, die diepte nie 300mm oorskry nie**; en

(d) die **toestemming van die Munisipaliteit verkry is**, en

(e) die gelde voorgeskryf deur die Munisipaliteit, indien toepaslik, betaal is.

(8) Indien 'n **lyk in oortreding van die bepalings van hierdie Verordening begrawe is, mag die Munisipaliteit**, nieteenstaande die bepalings van artikel 23(1), die **lyk opgrawe en in 'n ander graf herbegrawe nadat die naasbestaandes van die oorledene verwittig is van die voorgenome proses en die geleentheid gebied is om teenwoordig te wees**.



Hoofstuk 6: Versorging van Grafte

Onderhoud aan grafte en graf persele

- Die persoon in artikel 9(3) bedoel, of die houer van 'n reg om in 'n perseel in 'n munisipale begraafplaas begrawe te word, moet daardie **perseel en die gedenksteenwerk en ander bouwerk daarop in 'n goeie toestand hou**.

- Die **Munisipaliteit mag**, op aansoek van 'n persoon bedoel in sub-artikel (1) en by betaling van die gelde deur die Munisipaliteit voorgeskryf, **onderneem om enige graf vir enige tydperk te onderhou.**

- **Die Munisipaliteit mag in sy diskresie onderneem om enige graf vir enige tydperk op sy eie onkoste te onderhou.**

- **Niemand mag-**
- Sonder die toestemming van die **Opsigter** 'n **boom of struik op 'n graf perseel plant nie**;

Materiaal, wat tydens die skoonmaak van 'n graf perseel in die munisipale begraafplaas verwyder word, op enige ander plek in die begraafplaas as die wat vir sodanige doel verskaf is nie.

(a) die **Opsigter kan gras, enige struik, plant of blom in 'n munisipale begraafplaas snoei, afsny, laat uithaal of verwyder wat na sy oordeel onooglik is, of wat vir ordelike instandhouding nodig mag wees**.
'n **Opsigter mag natuurlike of kunsblomme en enige houer of ander voorwerp wat op 'n graf geplaas is, verwyder indien dit verdroog, verflenterd of beskadig is.**

Die Munisipaliteit is nie aanspreeklik vir enige verlies of skade aan enige gedenksteenwerk of enige voorwerp wat op enige graf perseel geplaas is nie en ook nie vir enige vergoeding ten opsigte van enige gedenksteenwerk wat vir welke rede ook al verwyder of herstel is nie.



Verwaarlosede gedenksteen werke

Wanneer ook al die persoon wat 'n **gedenksteenwerk in 'n munisipale begraafplaas opgerig** het **toelaat** dat dit sodanig **verval**, as wat na die oordeel van die Opsigter 'n **gevaar inhou of wat die munisipale begraafplaas ontsier**, **mag die Opsigter by skriftelike kennisgewing aan die persoon se laaste bekende adres, en van hom vereis om sodanige herstelwerk te verrig** wat in die kennisgewing vermeld word, en waar die **adres van sodanige persoon onbekend is**, moet die **kennisgewing vir twee agtereenvolgende weke eenmalig in 'n koerant wat in die gebied versprei word gepubliseer word**.

Die Munisipaliteit kan by **versuim om die vereiste herstelwerk binne drie maande vanaf betekening of publikasie van die kennisgewing te dien, die herstelwerk doen of die gedenksteenwerk verwyder sonder om vergoeding te betaal en mag die koste vir sodanige herstelwerk of verwydering van sodanige persoon verhaal indien moontlik.**

HOOFSTUK 10: PRIVAAT BEGRAAFPLASE

Oorname van privaat Begrafplase deur die Munisipaliteit

Die **Munisipaliteit kan enige privaat begraafplaas binne sy gebied oorneem op bepaalde vereistes en voorwaardes**.

Alvorens die Raad besluit om'n privaat begraafplaas oor te neem moet die Munisipaliteit se **voorneme** om sodanige privaat begraafplaas oor te neem, **adverteer word en die publiek uitgenooi word om kommentaar aan die Munisipaliteit voor te lê**.

By die **oorname van 'n privaat begraafplaas deur die Munisipaliteit** ingevolge hierdie artikel –

- **Berus die eiendomsreg op alle roerende en onroerende goed en ander bates in verband met sodanige begraafplaas, behoudens enige trusts of voorwaardes, by die Munisipaliteit;**
- **Is alle inkomste en ander gelde wat betaalbaar of verhaalbaar is ten opsigte van sodanige begraafplaas, betaalbaar aan en verhaalbaar deur die Munisipaliteit;**
- **Gaan alle ander regte en voorregte en alle laste en verpligtinge ten opsigte van sodanige begraafplaas oor op die Munisipaliteit en die Munisipaliteit kan voortgaan om alle regsgedinge ingestel ten opsigte van sodanige begraafplas voort te sit en te verdedig en alle dinge te doen wat nodig of dienstig is in verband met sodanige gedinge; en**
- **Verkry die Munisipaliteit die beheer en bestuur van sodanige begraafplaas.**

Strafbepalings

(1) **Enige persoon wat voortgaan om** 'n **oortreding te pleeg nadat kennis aan hom gegee is** om voorsetting van die oortreding te staak, of **nadat hy skuldig is aan 'n sodanige oortreding en daarmee voortgaan, is skuldig aan 'n voortdurende oortreding.**

(2) Enige persoon wat enige bepaling van hierdie Verordening oortree of wat versuim om aan enige bepaling daarvan te voldoen of 'n kennisgewing of voorwaarde in terme van hierdie Verodening oortree of versuim om daaraan te voldoen, 'n **valse verklaring maak, of valse, onjuiste of misleidende inligting verstrek**, is skuldig aan 'n misdryf en by skuldigbevinding-

(a) **strafbaar met 'n boete of met gevangenisstraf of beide** 'n boete en sodanige gevangenisstraf, en

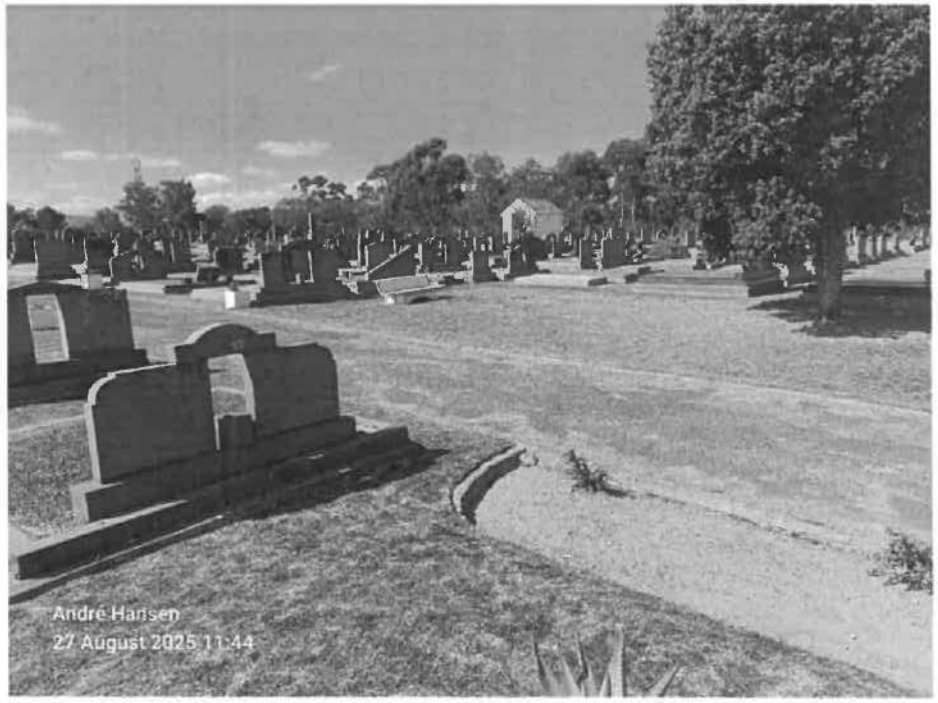
(b) in die geval van 'n **voortdurende misdryf** met 'n **addisionele boete of 'n addisionele tydperk van gevangenisstraf of sodanige addisionele gevangenisstraf sonder die opsie van 'n boete of beide sodanige addisionele boete en gevangenisstraf vir elke dag wat sodanige misdryf voortduur**; en

(c) 'n vergoedingsbevel gelyk aan enige koste en uitgawes wat na bewering van die hof, deur die Munisipaliteit aangegaan is as gevolg van sodanige oortreding of versuim.

Nadat verordening afgekondig is, word die voorgestelde boetes en gevangenisstraf goedgekeur deur die landdros.

Samevatting

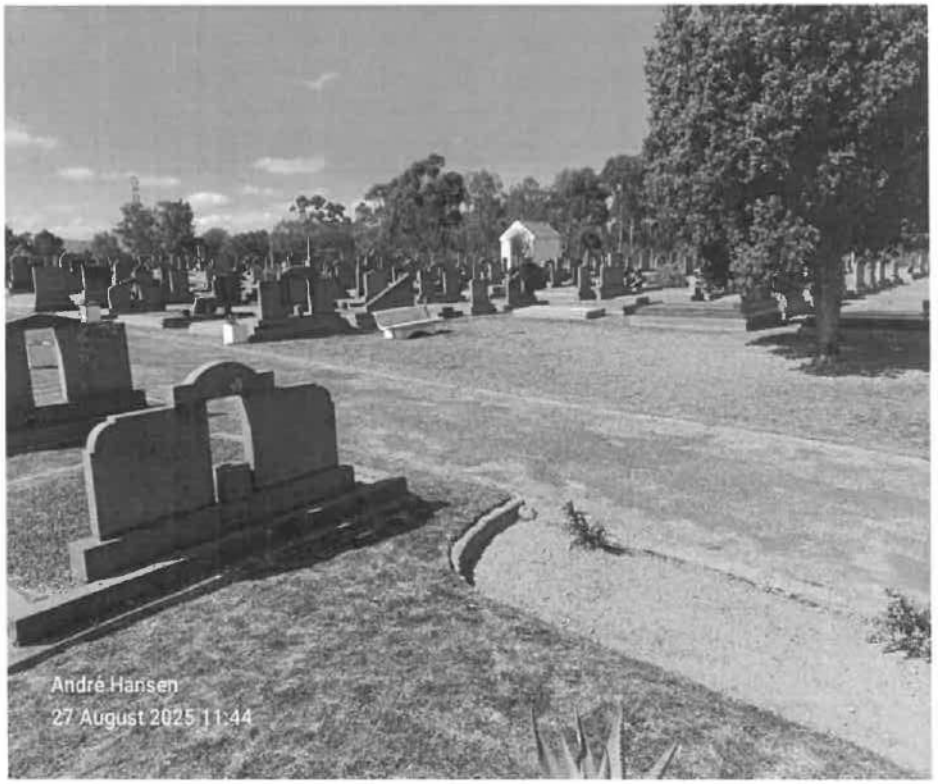
- Die goedkeuring, afkondiging en toepassing van die nuwe begraafplaas en krematoria Verodeninge in van kardinale belang om 'n verskil te maak in Hessequa omgewing.
- Hiervoor is die samewerking van die raad, amptenare, elke inwoner en besoeker uiters belangrik.



Slot opmerking

Mag jou voetspore jou vat tot daar waar jou hart die graagste wil wees – in die Hemel.

A J. Hansen



Aanhangsel C

HESSEQUA
Local Municipality

PROPOSED AMENDMENT OF HESSEQUA MUNICIPALITY BY-LAW MUNICIPAL CODE

In terms of the Constitution of the Republic of South Africa, the Municipality has executive powers and the right to administer local government matters.

The Municipality may thus draft policies and promulgate by-laws to administer its' powers efficiently.

During the Council Meeting held on **27 February 2019** Council confirmed their intention to review the following by-law:

Cemeteries and Crematoria By-law

The amended by-law are open for inspection and for comments on the municipal website, (www.hessequa.gov.za) and at the Municipal Offices and Libraries in Riversdale, Heidelberg, Albertinia, Slangrivier, Gouritsmond, Witsand and Still Bay.

Comments on the amended By-Law can be submitted from 12 December 2025 to 30 January 2026 to reach the Municipal Manager, P.O Box 29, Riversdale, 6670, or via e-mail: sarah@hessequa.gov.za not later than 30 January 2026 at 15h30.

In terms of section 21(4) of the Local Government: Municipal Systems Act, No. 32 of 2000, notice is hereby given that people who are unable to read or write are encouraged to visit the Municipal Offices during ordinary office hours, where they will be assisted by Legal Services personnel to formulate their written comments.

Further information can be obtained from Mrs Sarah Sanders at telephone number 028 713 7941 or by e-mail: sarah@hessequa.gov.za or Ms A Vries at telephone number 028 713 8078 or by e-mail: annalizev@hessequa.gov.za

MR A S A DE KLERK
MUNICIPAL MANAGER

HESSEQUA
Plaaslike Munisipaliteit

VOORGESTELDE WYSIGING VAN HESSEQUA MUNISIPALITEIT MUNISIPALE KODE

Die Munisipaliteit het uitvoerende gesag ten opsigte van die reg op administrasie van plaaslike regeringsaangeleenthede wat in die Grondwet van die Republiek van Suid Afrika aan hom opgedra is.

Die Munisipaliteit kan dus beleide opstel en verordeninge uitvaardig en administreer vir die doeltreffende administrasie van sy bevoegdhede.

Tydens die Raadsvergadering gehou op **27 Februarie 2019** het die Raad hul voorneme bevestig dat die volgende verordening se hersieningsproses in aanvang neem:

Begraafplase en Krematoria Verordening

Die gewysigde verordening is op die munisipale webwerf, (www.hessequa.gov.za) en by al die Munisipale Kantore en Biblioteke in Riversdal, Heidelberg, Albertinia, Slangrivier, Gouritsmond, Witsand en Stilbaai ter insae, vir die lewering van enige kommentaar, vanaf 12 Desember 2025 tot 30 Januarie 2026 om die Munisipale Bestuurder, Posbus 29, Riversdal, 6670 of e-pos: sarah@hessequa.gov.za, nie later as 30 Januarie 2026 om 15h30 te bereik nie.

Ingevolge artikel 21(4) van die Wet op Plaaslike Regering: Wet op Munisipale Stelsels, No. 32 van 2000, word kennis hiermee gegee dat persone wat nie kan lees of skryf nie aangemoedig word om gedurende gewone kantoorure die Munisipale Kantore te besoek, waar daar ondersteuning gelewer sal word deur 'n Regsdienste personeellid om die kommentaar skriftelik te formuleer.

Verdere inligting is by Mev S Sanders beskikbaar by telefoonnommer 028 713 7941 of e-pos: sarah@hessequa.gov.za en by Me. A Vries by telefoonnommer 028 713 8078 of e-pos: annalizev@hessequa.gov.za

MNR A S A DE KLERK
MUNISIPALE BESTUURDER

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Aanhangsel D

HESSEQUA MUNISIPALITEIT: BEGRAAFPLASE EN KREMATORIA VERORDENINGE

Kragtens die bepalings van artikel 156 van die Grondwet van die Republiek van Suid-Afrika, 1996 · verorden die Hessequa Munisipaliteit as volg: -

Inhoudsopgawe

1. Interpretasie
2. Beginsels en oogmerke
3. Administrasie en Afdwinging

HOOFSTUK I: VESTIGING VAN BEGRAAFPLASE

4. Vestiging van begraafplase
5. Alternatiewe vir teraardebestelling

HOOFSTUK 2: ALGEMENE BEPALINGS IN VERBAND MET BEGRAAFPLASE

5. Aanstelling van opsigter
6. Toegangsure vir publiek
7. Bly op paadjies
8. Verbode optrede binne begraafplase en krematoria
9. Reg op belang in grond

HOOFSTUK 3: ALGEMENE BEPALINGS IN VERBAND MET TERAARDEBESTELLINGS

10. Toestemming vereis
11. Tye vir teraardebestellings en verassings
12. Register
13. Teraardebestelling van armlastige persone
14. Getal lyke in een doodkis

HOOFSTUK 4: BEGRAFNISSE

15. Afmetings van grafte
16. Begrafnis
17. Reservering van graf
18. Kindergraf
19. Konstruksiemateriaal van doodkis
20. Getal lyke in een graf
21. Lykswa en voertuie in begraafplase
22. Musiek in begraafplaas
23. Nommer op graf

DRAFT

HOOFSTUK 5: OPGRAWING VAN LYK EN HER-OOPMAAK VAN GRAF

24. Versteuring van stoflike oorskot
25. Tyd van opgrawing
26. Heropening van graf

HOOFSTUK 6: VERSORGING VAN GRAFTE

27. Struike en blomme
28. Versorging van graf

HOOFSTUK 7: VERASSING

29. Houers en as
30. Begrawing en opgrawing van as
31. Verassingsertifikaat

HOOFSTUK 8: OPRIGTING EN ONDERHOUD VAN GEDENKTEKENWERKE

32. Toestemming val) munisipaliteit
33. Vereistes vir oprigting van gedenktekenwerke
34. Plasing, beweging en verwydering van gedenktekenwerke
35. Herstelwerk aan gedenktekenwerke
36. Toesighouding oor arbeid
37. Vervoer van gedenktekenwerke
38. Voertuie en gereedskap
39. Tye vir inbring van materiaal en amandel van werk
40. Bewys van skriftelike toestemming
41. Gedenktekenwerke in krematoria
42. Statebond Oorlogsgrafte

HOOFSTUK 9: AFDELINGS IN BEGRAAFPLAAS

43. Munisipaliteit mag afdelings instel
44. Monumente afdeling
45. Panoramiese afdeling
46. Estetiese afdeling
47. Berm afdeling
48. Tuin van Herinnering
49. Heldeakker

HOOFSTUK 10: PRIVATE BEGRAAFPLASE

50. Verordeninge van toepassing
51. Vestiging en voortgesette gebruik van begraafplase
52. Pligte van eienaars

DRAFT

HOOFSTUK 1 1: BEGRAAFPLASE IN ONBRUIK

53. Gebruik van begraafplase wat in onbruik is

HOOFSTUK 12: ALGEMEEN

54. Waarmerking en bediening van bevele, kennisgewings en ander dokumente
55. Klagte
56. Kennisgewing van voldoening en vertoë
57. Koste
58. Appèl
59. Gelde
60. Boetes
61. Vrystellings
62. Skakelforums in gemeenskap
63. Herroeping van verordeninge
64. Kort titel en inwerkingtreding

1. Interpretasie

(1) In hierdie verordening, tensy uit die samehang anders blyk —

"as" beteken die veraste oorblyfsels van 'n lyk;

"Armlastige persoon"- 'n verlate persoon of persone wat nie familie of naasbestaandes het nie en geen persoon aanvaar verantwoordelikheid vir die begrawe van sodaige lyk nie;

"begraafplaas" beteken grond of gedeelte van grond binne die munisipale gebied wat deur die Munisipaliteit opsygesit is vir 'n begraafplaas;

"Begrafnisondernemer" beteken enige persoon, organisasie of regspersoon in die onderneming van die waardige beskikking van lyke teen vergoeding en wat by die Munisipaliteit geregistreer is en oor 'n bevoegdheidserifikaat beskik

"begrawe" beteken teraardebestelling in grond, 'n graf of grafkelder;

"begrawingsbevel" beteken 'n bevel uitgereik ingevolge die Wet op die Registrasie van Geboortes en Sterftes, 1992 (Wet 51 van 1992);

"begrafnisondernemersperseel" het die betekenis daaraan geheg in regulasie I van die Regulasies;

"berm" beteken 'n betonstrook gelê by die kop van die graf en waarop 'n gedenksteen opgerig is;

"estetiese afdeling" beteken 'n begraafplaas of afdeling van 'n begraafplaas wat deur die Munisipaliteit opsygesit is waarin slegs kopstene opgerig mag word;

"gedenksteenwerk" beteken enige kopsteen, monument, plaket, ander werk of voorwerp, opgerig of beoog om opgerig te word in 'n begraafplaas of krematorium ten einde hulde te bring aan 'n oorlede persoon, en sluit in die randsteen wat die graf afbaken en die blad wat die graf bedek;

DRAFT

"Gemagtigde beampte" 'n werknemer van die Munisipaliteit of 'n ander persoon wat deur die Munisipaliteit aangestel of gemagtig is om enige handeling, funksie of taak te verrig wat verband hou met aangeleenthede in hierdie Verordening vervat, of om enige bevoegdheid ingevolge hierdie Verordening uit te voer; en het 'beampte' 'n ooreenstemmende betekenis.

"graf ook-

(a) Enige plek, hetsy in geheel of gedeeltelik bokant of onder die grond en hetsy vir private of openbare gebruik, waarin 'n lyk, of as, permanent begrawe word of daar voornemens is om dit permanent te laat begrawe, hetsy in 'n doodkis of ander houer; en

(b) Enige gedenksteenwerk van watter aard ook al wat deel vorm van of bykomend tot 'n graf is.

"Grafperseel" die afgebakende stuk grond binne 'n begraafplaas wat bedoel is vir die begrawe van 'n lyk

"goedgekeur" beteken goedgekeur deur die Munisipaliteit;

"grafkelder" beteken 'n bogrondse kelder;

"helde akker" beteken 'n area grond opsygesit vir die begrawe van 'n held;

"Hulpbehoewende persoon" ook 'n behoeftige of 'n persoon wat nie familie en/of naasbestaandes het wat finansieel instaat is om hulle te kan begrawe nie en waar sodanige feit skriftelik bevestig word;

"kind" beteken 'n persoon wat nie 'n volwassene is nie, en waar die woord gebruik word om 'n lyk te beskryf, beteken 'n oorlede persoon wie se lyk inpas in 'n graf opening voorgeskryf vir kinders ingevolge artikel 18, en sluit in die lyke van 'n doodgebore kind en 'n fetus;

"kolumbarium" beteken 'n plek opsygesit in die kelder van 'n krematorium of kapel wat rye nisse bevat vir die doel om houers bevattende die as van veraste lyke in te plaas;

"krematorium" beteken 'n krematorium soos omskryf in artikel 1 van die Ordonnansie en sluit in die geboue waarin 'n begraafplaas bedryf word en die verassing uitgevoer word;

"lyk" beteken die oorblyfsels van 'n oorlede persoon en sluit in 'n doodgebore kind en fetus;

"monumente afdeling" beteken 'n afdeling in 'n begraafplaas opsygesit vir die oprigting van monumente;

"munisipaliteit" beteken die Hessequa Munisipaliteit ingestel ingevolge artikel 12 van die Munisipale Strukture Wet, 117 van 1998, Provinsiale Kennisgewing 484 gedateer 22 September 2000 en sluit in enige politieke strukture, politieke ampsbekleër, raadslid, behoorlik gemagtigde agent of enige werknemer wat ingevolge hierdie verordening handel uit hoofde van 'n bevoegdheid wat by die Munisipaliteit berus en gedelegeer of gesubdelegeer is aan sodanige politieke strukture, politieke ampsbekleër, raadslid, agent of werknemer;

"muur van herinnering" beteken 'n struktuur (in 'n begraafplaas) wat nisse bevat waarin kruike met as gebêre kan word;

"Munisipale begraafplaas" 'n begraafplaas waarvan die beheer en eiendomsreg by die Munisipaliteit berus

DRAFT

"Munisipale krematorium" 'n crematorium waarvan die beheer en eiendomsreg by die Munisipaliteit berus

"nis" beteken 'n kompartement in 'n kolumbarium of muur van herinnering vir die plasing van as;

"opgrawing" beteken die verwydering van 'n lyk uit sy graf;

"opsigter" beteken die beampte wat van tyd tot tyd deur die Munisipaliteit in 'n toesighoudende hoedanigheid in verband met 'n begraafplaas of krematorium aangestel word;

"ordonnansie" beteken die Krematorium Ordonnansie, 1965 (Ordonnansie No. 18 van 1965);

"panoramiese afdeling" beteken 'n afdeling in 'n begraafplaas wat deur die Munisipaliteit opsygesit is waar gedenksteenwerk beperk word tot 'n plaket of gedenksteenblad; „private begraafplaas" beteken 'n begraafplaas of wat as 'n begraafplaas gebruik word maar wat nie as sodanig deur die Munisipaliteit opsygesit is nie;

"Privaat begraafplaas" 'n begraafplaas waarvan die beheer en eiendomsreg by 'n privaat persoon of liggaam rus;

"Privaat krematorium" 'n krematorium waarvan die beheer en eiendomsreg by die Munisipaliteit berus;

Regulasies" beteken die Begrafnisondernemersperseel Regulasies, uitgevaardig ingevolge artikels 33 en 39 van die Wet op Gesondheid, 1977 (Wet 63 van 1977) en gepubliseer as Goewermentskennisgewing No.237 van 8 Februarie 1985;

"tuin van herinnering" beteken 'n afdeling van 'n begraafplaas of krematorium opsygesit vir die oprigting van gedenksteenwerk of 'n muur van herinnering;

"veras" beteken die proses waardeur 'n lyk met vuur mee weggedoen word;

"veraste oorskot" beteken alle herwinbare as na 'n verassing;

"voorgeskryf" beteken voorgeskryf deur die Munisipaliteit;

"voorgeskrewe gelde" beteken gelde bepaal deur die Munisipaliteit in sy Kliëntediens en Inkomste Bestuur Verordening;

"volwassene" beteken 'n oorlede persoon oor die ouderdom van 12 jaar en waar die woord gebruik word om 'n lyk te beskryf, 'n oorlede persoon wie se lyk inpas in 'n graf opening voorgeskryf vir volwassenes ingevolge artikel 15.

(2) Indien enige bepaling in hierdie verordening enige mag, funksie of plig van die Munisipaliteit in of op 'n beampte van die Munisipaliteit laat berus of oplê en sodanige mag, funksie of plig is ingevolge artikel 81 (2) van die Wet op Plaaslike Regering : Munisipale Stelsels, 2000 (Wet 32 van 2000), of enige ander wet opgedra aan 'n diensverskaffer, moet die verwysing na sodanige beampte gelees word as 'n verwysing na die diensverskaffer of, waar van toepassing, 'n beampte en die diensverskaffer deur die Munisipaliteit gemagtig.

DRAFT

2. Beginsels en oogmerke

Die doel van hierdie verordening is om begrafnisondernemerspersele te beheer, om voorsiening te maak vir die aanwysing van grond vir doeleindes van begrawing van menslike oorskot, om bestaande begraafplase te ontwikkel en te onderhou, om inwoners toe te laat om 'n lyk mee weg te doen deur verassing en om ruimte te voorsien ten einde toe te laat dat die oorskot van 'n verassing op 'n waardige wyse bewaar word.

3. Administrasie en afdwinging

(a) Die Direkteur: Tegniese Dienste is verantwoordelik vir die administrasie en afdwinging van hierdie Verordening.

(b) Die Direkteur moet 'n bevoegde beampte as Opsigter aanstel vir die beheer en administrasie van begraafplase, krematoriums of ander fasiliteite van beskikking oor lyke.

(c) Die Direkteur kan die bevoegdheid of plig wat ingevolge hierdie Verordening aan hom/haar verleen is, behalwe bevoegdheid in sub-artikel (3)(b), en artikels 14(3), 16(2), (3) en 32(1), (2) vermeld, skriftelik delegeer aan 'n bevoegde beampte in sy/haar Direktoraat.

(d) Die Opsigter kan, met goedkeuring van die Direkteur 'n bevoegdheid of plig wat ingevolge hierdie Verordening aan hom/haar verleen is, skriftelik delegeer aan 'n beampte van die Munisipaliteit.

HOOFSTUK 1: VESTIGING EN SLUITING VAN BEGRAAFPLASE

4. Vestiging van begraafplase

(1) Die munisipaliteit mag enige grond binne sy jurisdiksiegebied reserveer vir gebruik as 'n begraafplaas en is verantwoordelik vir die algemene onderhoud van so 'n begraafplaas.
(2) Binne so 'n begraafplaas mag die munisipaliteit afsonderlike areas beskikbaar stel vir uitlsuitlike gebruik deur verskillende godsdienstige of kulturele groepe met inagneming van die gebruike of godsdienstige oorweginge van sulke groepe.
(3) Die daarstelling van 'n begraafplaas soos bedoel in subartikel (I) moet deur 'n openbare deelname proses en die indiening van 'n geotegniese verslag voorafgegaan word.
(4) Nieteenstaande die bepalings van subartikel (I), is die groepe bedoel in subartikel (2), aan wie areas vir uitsluitlike gebruik toegestaan is, verantwoordelik vir die onderhoud van daardie areas.

5. Sluiting van begraafplase

(1) Die Munisipaliteit kan enige munisipale begraafplaas of gedeelte daarvan sluit.

(2) Die Munisipaliteit publiseer die beoogde sluiting van 'n munisipale begraafplaas of gedeelte daarvan eenmalig in een nasionale en een plaaslike nuusblad en die Provinsiale Koerant en sodanige begraafplaas of gedeelte word, behoudens die bepalings van sub-artikel (3), geag gesluit te wees drie maande na die datum van publikasie van sodanige sluiting

(3) Die Munisipaliteit kan, ondanks die sluiting van 'n munisipale begraafplaas of gedeelte daarvan, maar behoudens die voorwaardes wat dit nodig ag, toelaat dat lyke in bepaalde familie persele in sodanige begraafplaas of gedeelte daarvan begrawe word.

DRAFT

(4) Behoudens sub-artikel (3), mag niemand enige lyke begrawe in 'n munisipale begraafplaas of gedeelte daarvan wat gesluit is ingevolge sub-artikel (1), of in 'n familie perseel in stryd met enige voorwaardes bepaal ingevolge sub- artikel (3) nie.

6.Alternatiewe vir teraardebestelling

Indien daar, genoodsaak deur die vereistes van die omgewing, 'n tekort aan grond vir begrafnisdoeleindes, en ondergeskik aan die bepalings van enige ander wet ten opsigte van die regte van persone, mag die munisipaliteit versoek dat enige metode anders as 'n begrafnis gebruik word om oor 'n lyk te beskik.

HOOFSTUK 2: ALGEMENE BEPALINGS IN VERBAND MET BEGRAAFPLASE EN KREMATORIA

7. Aanstelling van opsigter

(1) Die Munisipaliteit mag 'n opsigter aanstel vir elke begraafplaas of krematorium om die begraafplaas of krematorium te beheer en te administreer.

(2) Die opsigter moet die gebruike van die oorlede persoon en die persone verantwoordelik vir die begrawing of verassing in ag neem en dit binne die raamwerk van hierdie verordening akkommodeer.

8. Toegangsure vir publiek

(1) Elke begraafplaas is oop vir die publiek gedurende die ure wat deur die munisipaliteit bepaal word, maar indien dit in die belang van die publiek is, mag die Munisipaliteit 'n begraafplaas of krematorium of deel daarvan, vir die publiek sluit vir sodanige tye as wat nodig mag wees. Die ure is soos volg:
Maandae – Vrydae: 08:00 – 18:00
Saterdae en Sondae: 08:00 – 18:00
Publieke Vakansiedae: 08:00 – 18:00

(2) Geen persoon, uitgesluit werkers en persone met toestemming, mag in of aanbly in 'n begraafplaas of krematorium of deel daarvan voor of na die ure gemeld in subartikel (I) nie, of gedurende die tye wat dit vir die publiek gesluit is nie.

(3) Die munisipaliteit moet die ure waartydens elke plek vir teraardebestelling oop is vir die publiek op 'n kennisgewingbord by die ingang na die plek van teraardebestelling aanbring.

(4) Met spesiale toestemmings mag die raad toestemming verleen dat persone die begraafplaas besoek na ure indien daar 'n grondige rede daarvoor bestaan. Vooraf skriftelike toestemmings moet ten minste 24 uur voordat die besoek sal plaasvind by die Munisipale Bestuurder of Direkteur Tegniese Dienste verkry word.

DRAFT

9. Bly op paadjies

Behalwe vir doeleindes toegelaat ingevolge hierdie verordening, mag 'n persoon slegs 'n paadjie wat in 'n begraafplaas voorsien is gebruik, en versuim om dit te doen is 'n misdryf.

10. Verbode optrede binne begraafplase en crematoria

(1) Niemand mag -

(a) In 'n begrafplaas of krematoria n steurnis of 'n oorlas veroorsaak of skep of veroorsaak dat 'n steurnis of oorlas geskep word nie;

(b) 'n munisipale begrafplaas binnegaan of verlaat nie behalwe deur die hekke wat daarvoor voorsien is;

(b) 'n begrafplaas of krematoria as deurgang of deurloop gebruik nie.

(c) Op enige gedenksteenwerk, hek, muur, heining of gebou in 'n munisipale begrafplaas sit of staan of daarop of daaroor klim nie;

(d) 'n lykswa of enige ander voertuig in 'n munisipale begrafplaas bestuur nie behalwe op die paaie wat daarvoor voorsien is;

(e) In 'n munisipale begrafplaas blomme, kranse, houers of enige iets anders vanaf 'n graf verwyder of pluk nie;

(f) 'n dier of fiets ry sonder die goedkeuring van die opsigter nie;

(g) 'n dier in 'n begraafplaas bring of dit toelaat om daar te dwaal nie, met die uitsondering van 'n blinde persoon wat 'n gidshond gebruik;

(h) 'n boom, plant, struik of blom sonder die toestemming van die opsigter plant, sny, pluk of verwyder nie;

(i) 'n demonstrasie hou of daaraan deelneem nie;

(j) 'n begrafnis onderbreek of 'n amptenaar, werker, of arbeider in diens van die Munisipaliteit in die uitvoering van sy of haar pligte steur nie;

(k) die opsigter in die loop van sy of haar pligte belemmer, weerstaan of teenstaan nie, of weier om aan 'n bevel of versoek te voldoen wat die opsigter gemagtig is om ingevolge hierdie verordening te rig;

(l) 'n advertensie of voorwerp op enige muur, gebou, heining, hek, gedenkteken of ander oprigting uitmerk, teken, skryf of oprig nie;

(m) water gebruik vir enige vorm van tuinmakery sonder die toestemming van die opsigter nie;

(n) enige vullis, grond, klippe, rommel of afval agterlaat nie;

(o) enige deel van 'n begraafplaas of krematorium of enigiets daarin op enige wyse beskadig of skend nie;

(p) enige besigheid, bestelling of uitstalling versoek nie, of 'n traktaatjie, besigheidskaart of advertensie versprei of agterlaat nie;

(q) 'n graf of gedenkteken met disrespek behandel nie, soos daarop klim of sit nie;

(r) 'n kantoor, gebou of omheinde plek binnegaan nie, behalwe in verband met wettige besigheid;

(s) 'n lyk of deel daarvan ontbloot nie;

(t) die voorgeskrewe maksimum spoed van 20 km per uur oorskrei nie;

(u) enige dier toelaat nie, met die uitsondering van 'n opsigter wat op die perseel woon en wat troeteldiere met die toestemming van die munisipaliteit aanhou;

(v) enige alkohol bring of verbruik nie;

(w) in besit wees van enige vuurwapen of tradisionele wapen behalwe in die geval van 'n polisie- of militêre begrafnis;

(x) oornag; of

(y) enige skuiling oprig nie.

DRAFT

(2) Geen lyk mag vervoer word –

(a) Behalwe in 'n geskikte, doelgemaakte kis, houer of lyksak;
(b) Op 'n onbetaamlike wyse;
(c) Op 'n wyse dat die lyk sigbaar is;
(d) Sonder vooraf toestemming van die Opsigter waar die vervoer van die lyk op 'n ander wyse moet plaasvind vanwee ander tradisie, begrafnisgebruike en -vereistes.
(3) Die Opsigter mag wat begrafplase en krematoriums betref, lasgewing gee wat nagekom moet word ten opsigte van die –
(a) Uitvoering en kwaliteit van enige werk verrig;
(b) Beweging en parkering van voertuie;
(c) Gedrag en beheer van enige seremonie en stoet;
(d) Plasing van structure, sitplek, klank versterkings apparat en volume daarvan en enige ander toerusting wat by die seremonie en stoet gebruik word;
(e) Die beperking van die tydsduur van 'n seremonie of stoet;
(f) Algemene gedrag of ander aspek wat nodig mag wees vir die veiligheid of goeie orde, waardigheid en sereniteit.
(4) 'n Persoon wat 'n bepaling van subartikel (1) en (2) oortree, begaan 'n misdryf.

11. Reg op belang in grond

(1) Geen persoon sal enige reg op of belang in enige grond of graf in 'n begraafplaas verkry nie, anders as dit wat ingevolge hierdie verordening verkrygbaar mag wees.
(2) Die Munisipaliteit mag, onderw orpe aan die bepalings van artikel 17 en teen betaling van die voorgeskrewe fooi, 'n graf in 'n begraafplaas reserveer.

HOOFSTUK 3: ALGEMENE BEPALINGS IN VERBAND MET TERAARDEBESTELLINGS

12. Magtiging om te begrawe

(1) Niemand mag 'n lyk in die munisipale gebied begrawe anders as in 'n begraafplaas nie.

(2) Niemand mag 'n lyk in 'n munisipale begraafplaas begrawe nie, behalwe –

(a) met die skriftelike toestemming van die Opsigter
(b) in ooreenstemming met die voorwaardes gemeld in sodanige skriftelike toestemming/ sertifikaat.

(3) (a) 'n Aansoeker om toestemming ingevolge sub-artikel (2) moet die Opsigter met die volgende voorsien-
(i) 'n sterfte sertifikaat of sertifikaat van doodgeboorte;

(ii) 'n begrafnisorder;

(iii) bewys dat die toepaslike gelde bepaal betaal is; en

(iv) sodanige inligting wat die Opsigter vereis

DRAFT

(v) enige ander dokumentasie deur wetgewing voorgeskryf

(b) en waar van toepassing-

(i) besonderhede van kulturele of godsdienstige gebruike wat ter sprake is;

(ii) 'n beëdigde verkalring van 'n naasbestaande of waar nie prakties moontlik, 'n familielid wat toestemming verleen vir die beskikking oor die lyk op die wyse versoek.

(c) en in die geval van 'n begrafnisondernemer-

(i) 'n afskrif van sy geldende registrasie- en bevoegdheids-sertifikaat soos in artikel 24 bedoel;

(ii) waar die begrafnisorder deur die ondernemer uitgereik is, 'n afskrif van bewys in terme van artikel 4 van die Wet op Geboortes, Sterftes en Huwelike, 1992 (Wet 51 van 1992)

(4) 'n Graf moet by die Munisipaliteit bespreek word-

(a) 'n minimum van 48 uur voor die begrafnis wat gedurende weeksdae plaasvind; en

(b) 'n minimum van 72 uur voor begrafnisse wat oor naweke plaasvind.

(5) Indien die graf perseel voor die inwerkingtreding van hierdie Verordening gereserveer was, moet die betrokke dokumente en betalingsadvies daarvan vertoon word.

(6) (a) In elke geval waar die begrawe van 'n lyk gemagtig is, word die graf deur die Munisipaliteit genommer of 'n nommer toegeken vir die aanbring daarvan en mag niemand 'n lyk in enige ander graf as die wat die Munisipaliteit vir sodanige doel toegewys het, begrawe nie.

(b) Enige permanente gedenksteenwerk wat op die graf geplaas word, moet die toegekende grafnommer in duidelike en permanente wyse op die linker onderkant vertoon.

(7) (a) Behoudens die bepalings van artikel 23(7), kan daar in die geval van 'n gesin meer as een lyk in een enkel graf begrawe word, met dien verstande dat daar nie meer as twee doodskiste gebruik word nie en verder dat die deksel van die boonste doodskis in geen geval minder as 1050mm van die grond oppervlak af is nie.

(b) Waar meer as een lyk in dieselfde kis geplaas word, moet elke lyk in 'n lyksak wees.

(8) Geen persoon mag 'n lyk begrawe in 'n doodskis wat nie van bederfbare material gemaak is nie.

(9) Die Munisipaliteit behou die reg voor om inhoud van 'n kis te ondersoek, voor die teraardebestelling daarvan.

DRAFT

13. Tye vir teraardebestellings en verassings

(1) 'n Teraardebestelling en verassing mag plaasvind gedurende die tye deur die munisipaliteit goedgekeur.
(2) Die opsigter sal aan 'n persoon bedoel in artikel 10(2) 'n tyd vir teraardebestelling toeken en tye wat nie soos toegeken gebruik word nie, sal uitgestel word tot 'n tyd wat beskikbaar is en wat nie ander teraardebestellings verontrief wat op hul toegewese plaasvind nie.
(3) Ondanks die bepalings van subartikel (l), mag die opsigter teraardebestelling of verassing toelaat buite die tye beoog in subartikel (l) in welke geval die Munisipaliteit addisionele gelde mag hef.
(4) 'n Persoon wat 'n lyk teenstrydig met subartikels (l) en (2) ter aarde bestel of veras begaan 'n misdryf.

14. Register

Die opsigter moet 'n rekord hou van alle teraardebestelling, en die rekord moet die volgende bevat:
(a) die besonderhede van die persoon wat die teraardebestelling of verassing versoek het;
(b) die besonderhede van die oorlede persoon soos die naam, adres en identiteitsnommer;
(c) die datum van teraardebestelling of verassing; en
(d) in die geval van 'n teraardebestelling, die nommer van die graf.

(By alle kantore waar begraafplase in die betrokke dorp voorkom, moet 'n begraafplaas register op die goedgekeurde Collaborator sisteem gelaai word. Die betrokke kantoor se finansiële / administratiewe adminstratreur of klerk, hanteer die Collaborator sisteem. Die graf inligting word deur die Tegniese department voorsien.)

15. Teraardebestelling van armlastige persone

(1) Die verwydering en teraardebestelling van 'n armlastige persoon wat binne die jurisdiksiegebied van die munisipaliteit gesterfhet is die verantwoordelikheid van —
(a) die munisipaliteit indien:
(i) die armlastige persoon se lyk nie deur 'n bevoegde persoon ge-eis is nie; of
(ii) indien 'n bevoegde persoon onderneem het om die lyk van 'n armlastige ter aarde te bestel, maar versuim het om dit te doen;
(b) 'n hospitaal of ander instelling ingevolge die bepalings van artikel 48(2) van die Wet op Gesondheid, 1977 (Wet 63 van 1977), indien die armlastige persoon in daardie hospital of ander instelling gesterfhet.
(2) Die munisipaliteit mag ingevolge die bepalings van artikel 48(2A)(a) van die Wet op Gesondheid, 1977 (Wet 63 van 1977) opdrag gee dat daar oor die lyk van 'n armlastige beskik mag word op enige ander geskikte wyse behalwe deur dit te begrawe.
(3) Die lyke van meer as een armlastige mag in een grafbegrawe word.
(4) Waar die lyk van 'n armlastige persoon soos bedoel in subartikel (2) veras word, moet die opsigter van die krematorium die as hou en die as in 'n graf begrawe indien dit nie opgeëis word nie.

16. Begrawe of Verassing van Hulpbehoewendes

Kriteria

Die Raad moet kriteria ingevolge waarvan die Munisipaliteit die koste dra vir die begrawe van 'n hulpbehoewende persoon, opstel.

DRAFT

Begrafnis van 'n hulpbehoewende en 'n armlastige persoon

(1) 'n Persoon mag by die Munisipaliteit aansoek doen vir die begrawe of verassing van 'n lyk van 'n hulpbehoewende persoon en moet bewys lewer dat die oorledene aan die status as hulpbehoewende kragtens artikel 18 voldoen. Die aansoeker en enige naasbestaandes moet enige voorwaardes deur die Munisipaliteit bepaal, aanvaar.

(2) Die Opsigter kan besluit of die lyk van 'n hulpbehoewende persoon begrawe of veras of andersins oor beskik moet word.

(3) Die Opsigter mag, indien die as van 'n hulpbehoewende persoon nie binne drie (3) maande opgeëis word nie, die as in 'n graf begrawe of in 'n tuin van herinnering gestrooi word.

(4) (a) Onderhewig aan die Wet op Nasionale Gesondheid, Wet 61 van 2003, en artikel 10 van die Wet op Menslike Weefsel, Wet 65 van 1983, mag die lyk van 'n armlastige persoon of 'n onopgeëiste lyk, begrawe, veras of andersins oor beskik word;

(b) Die lyk van 'n persoon soos in sub-artikels (1) en (4)(a) bedoel –

(i) mag in enige graf, of in die grasperk afdeling begrawe word;

(ii) ondanks die bepalings van artikel 9(7)(a) kan 'n total van drie sodanige lyke in een graf begrawe word;

(iii) slegs gedenksteenwerk soos in sub-artikel 5(a) bedoel, mag op sodanige graf geplaas word;

(iv) by verassing moet die Opsigter die as vir 'n periode van drie maande in bewaring hou waarna dit in 'n graf begrawe of in 'n tuin van herinnering gestrooi word, indien nie opgeëis nie,

(5) (a) Die grafte in die grasperk afdeling moet gemerk word deur 'n plaket en grafnommer en waar bekend besonderhede van die persoon en datums van afsterwe en begrafnis.

(b) Volledige besonderhede wat beskikbaar is, moet onverwyld in die register soos in artikel 12 bedoel aangeteken word.

(c) Die spasie tussen die grafte mag nader aan mekaar wees en waar nodig of gepas, mag daar van die bepaling van artikel 13 afgewyk word.

17. Getal lyke in een doodkis

(1) Onderhewig aan die bepalings van subartikel (2) en artikel 13(3), mag 'n doodkis slegs een lyk bevat.

(2) Indien die toestemming van die opsigter verkry is en die voorgeskrewe gelde betaal is, mag 'n doodkis meer as een lyk bevat in die geval van —

DRAFT

(a) 'n moeder en kind wat tydens kindergeboorte gesterf het; of
(b) familielede wat —

(i) saam dood is; of

(ii) kort na mekaar dood is, en die teraardebestelling of verassing van die eerste oorlede lid nog nie plaasgevind het nie.

(3) 'n Persoon wat die bepalings van subartikel (1) oortree of wat versuim om die toestemming bedoel in subartikel (2) te verkry' begaan 'n misdryf.

HOOFSTUK 4: TERAARDEBESTELLING

18. Graf persele en grafte

(1) Die Munisipaliteit moet graf persele ooreenkomstig 'n goedgekeurde uitlegplan afbaken.

(2) Niemand mag –

(a) 'n lyk begrawe, tensy die graf van so 'n diepte is dat die bokant van die lyk, of as dit in 'n kis of houer is, die bokant van die kis of houer, nie minder is as 1 050 mm onder die oppervlak van die grond nie wanneer die graf opgevul is;

(b) onderhewig aan die bepalings van artikel 23(7), meer as een lyk in 'n graf begrawe nie, tensy die graf tot so 'n diepte gegrawe is dat aan sub-artikel (a) asook artikel 9(7) voldoen kan word en dat die eerste lyk, of as daardie lyk in 'n kis of houer is, sodanige kis of houer bedek word met 100mm gewapende beton of 300mm grond wanneer die tweede lyk begrawe word; of

(c) 'n lyk van 'n graf verwyder met die doel om sodanige graf te vergroot nie.

(3) In gevalle waar dieper, langer of wyer grafte as die standaardmates ir graf persele verlang word, moet daar minstens 48uur voor die begrafnis plaasvind, aansoek by die Opsigter gedoen word, en 'n addisionele fooi mag gehef word.

(4) Die standaardmates vir grafte is:

(a) Volwassenes (een lyk): 774
- (i) Lengte: 2 200mm
- (ii) Breedte: 1 200mm
- (iii) Diepte: 1 800mm

(b) Volwassenes (twee lyke)
- (i) Lengte: 2 200mm
- (ii) Breedte: 1 200mm
- (iii) Diepte: 2 400mm

(c) Kinders:
- (i)Lengte: 1 350mm
- (ii)Breedte: 600mm
- (iii)Diepte: 1 500mm

DRAFT

(5) (a) Die persoon soos bedoel in artikel 9(3), of die persoon wat die graf gegrawe het, moet na afloop van die begrafnis die omgewing om die graf, insluitend die paadjies en grafte, netjies maak en alle los grond, oorblyfsels of ander materiaal of wat blootgelê is, opruim.

(b) Die verantwoordelike persoon wat die begrafnis reël moet redelike stappe doen om skade aan omringende grafte en gedenksteenwerk te verhoed tydens die begrafnis of seremonie, of die insorting van die grafkante voorkom en gepaste stappe doen om 'n instorting te verhoed.

19. Begrafnis

(1) Die deksel van 'n kis, of waar een kis bo-op 'n ander begrawe is, die deksel van die boonste kis, mag nie minder as 1200mm vanaf die natuurlike grondvlak afwees nie.
(2) 'n Persoon wat vir 'n begrafnis verantwoordelik is moet toesien dat die omliggende eiendom nie beskadig word nie en dat graftes nie inkalwe nie.
(3) Grondhope bo-op grafte mag 'n maand na die begrafnis deur die munisipaliteit verwyder word.
(4) Wanneer 'n begrafnis afgehandel word is dit die plig van die ondernemers of die prsoon wat die graf gegrawe het, om toe te Sien dat daar geen grond of enige ander afval op of in die omliggende areas (paadjies en grafte) is nie.
(5) Enige persoon wat 'n kis in stryd met die bepalings van subartikel (I) begrawe of wat subartikels (2) of (4) oortree, pleeg 'n misdryf.

20. Reservering van graf

(1) 'n Persoon wat 'n graf wil reserveer moet 'n aansoek aan die gemagtigde beampte voorlê en die voorgeskrewe gelde betaal.
(2) 'n Beperking mag op die reservering van grafte geplaas word, en reserverings sal slegs aanvaar word vir grafte vir volwassenes in die monumente afdeling soos bepaal in subanikel (3).
(3) Slegs een aangrensende graf mag vir 'n oorlewende familielid vir 'n periode van 20 jgar gereserveer word, indien voldoende graf spasie beskikbaar is teen betaling van die voorgeskrewe fooi aan die munisipaliteit, onderworpe aan die bepalings van artikel 20 en geen terugbetaling sal gedoen word in die geval waar die reg wat deur die reservering verleen word nie uitgeoefen word nie.
(4) Waar 'n ander persoon, anders as die aansoeker, verkeerdelik'n graf gebruik het moet die opsigter 'n ander graf in die begraafplaas aan die aansoeker toeken.

DRAFT

21. Kindergraf

Die afmetings van 'n kind se graf is dieselfde as wat vir 'n volwassene voorgeskryf word en meer as een kind mag in dieselfde grafbegrawe word, met dien verstande dat daar ten minste 200mm grond tussen die kiste is en dat daar ten minste 1200mm grond tussen die deksel van die boonste kis en die natuurlike grondvlak is.

22. Konstruksiemateriaal van doodkis

(1) 'n Doodkis wat in 'n graf ter aarde bestel word moet van bio-affreekbare materiaal vervaardig wees.
(2) 'n Persoon wat 'n doodkis teenstrydig met die bepalings van subartikel (I) begrawe pleeg 'n misdryf.

23. Getal lyke in een graf

Onderhewig aan die bepalings van artikels 18(2), 20(1) en 22, mag meer as een lyk in 'n enkel graf begrawe word.

24. Lykswa en voertuie in begraafplase

(1) Geen lykswa of voertuig mag 'n begraafplaas binnegaan sonder dat die opsigter se toestemming vooraf verkry is nie.
(2) Geen lykswa of voertuig mag 'n begraafplaas binnegaan anders as deur die roetes wat vir daardie doel opsygesit is nie.

25. Musiek in begraafplaas

Slegs gewyde musiek word in 'n begraafplaas toegelaat, behalwe in die geval van 'n polisie of militêre begrafnis, in welke geval die vooraf toestemming van die opsigter verkry moet word.

26.Nommer op graf

Geen persoon mag 'n lyk in 'n graf begrawe waarop 'n pen gemerk met die nommer van die graf nie aangebring is nie.

HOOFSTUK 5: OPGRAWING VAN LYK EN HER-OOPMAAK VAN GRAF

27. Bepalings vir die opgrawing, verstoring, verwydering of herbegrawe van lyke

(1) Behoudens die bepalings van enige hofbevel of ander wetgewing met betrekking tot die opgrawing of beskikking oor lyke, mag niemand enige lyk in'n begraafplaas opgrawe, verstoor, verwyder of herbegrawe of duld of toelaat dat enige sodanige lyk opgegrawe, verstoor, verwyder of herbegrawe word nie-

(a) sonder die vooraf verkreë skriftelike goedkeuring van die Munisipaliteit;en

(b) in stryd met enige ander wetgewing of sodanige voorwaardes wat die Munisipaliteit en/of enige mediese praktisyn, deur die Munisipaliteit aangestel aangestel, mag bepaal.

DRAFT

(2) Niemand mag 'n lyk opgrawe, verstoor, verwyder of herbegrawe tensy 'n gemagtigde werknemer van die Munisipaliteit of die Opsigter en 'n lid van die Suid-Afrikaanse Polisie, nie teenwoordig is nie.

(3) (a) Niemand mag 'n lyk opgrawe, verstoor, verwyder of herbegrawe tensy die relevante graf tydens die proses, indien die Munisipaliteit dit vereis, doeltreffend afgeskerm is nie.

(b) Die persoon verantwoordelik vir die opgrawing van die lyk moet 'n toepaslike houer vir die verwydering van die lyk of oorskot gebruik.

(4) Onderhewig aan die bepalings van 'n hof- of opgrawingsbevel in terme van enige Wet, moet enige persoon wat die skriftelike goedkeuring beoog by sub-artikel (1) wil verkry, skriftelik daarom aansoek doen en moet-

(a) in sodanige aansoek-

(i) meld waar die lyk wat opgegrawe, verstoor, verwyder of herbegrawe gaan word, begrawe is en indien en waar sodanige lyk volgens voorneme herbegrawe gaan word;

(ii) die redes meld vir die voorgenome opgrawing, versteuring, verwydering of herbegrawe; en

(iii) die voorgenome metodes en voorsorgmaatreëls meld, wat aangewend en getref gaan word, om te voorko dat enige gesondheidsgevaar of oorsaak tot oorlas ontstaan; en

(b) saam met sodanige aansoek-

(i) 'n mediese sertifikaat aangaande die datum en oorsaak van dood of 'n gewaarmerkte afskrif van so 'n sertifikaat indien;

(ii) waar die lyk in 'n graf buite die munisipale gebied herbegrawe gaan word die skriftelike goedkeuring indien van-

(aa) die Munisipaliteit in wie se regsgebied die betrokke lyk volgens voorneme herbegrawe gaan word;

(bb) in die geval van 'n privaat begraafplaas, di eienaar of ander persoon in beheer van sodanige begraafplaas waar die betrokke lyk volgens voorneme herbegrawe gaan word;

(iii) Ondersteunende dokumentasie soos deur wetgewing vereis mag word.

(iv) die skriftelike goedkeuring van 'n familielid en indien daar geen sodanige oorlewende familie is nie, die naaste beskikbare volwasse familiebetrekking van die betrokke oorledene.

DRAFT

(5) Waar 'n mediese sertifikaat of enige skritelike goedkeuring by sub-artikel (4) beoog, nie verkry word of kan word, of nie verleen word nie, moet die skriftelike aansoek in die sub-artikel beoog, vergesel gaan van-

(a) volledige besonderhede van die pogings wat aangewend is om sodanige sertifikaat of goedkeuring te verkry; en

(b) volledige redes waarom die onvermoë om sodanige setifikaat of goedkeuring te verkry, nie die verlenging van skriftelike goedkeuring ingevolge sub-artikel (1) behoort te belet nie.

(6) Die Munisipaliteit kan, voordat daar volgens enige goedkeuring ingevolge sub-artikel (1) gehandel word-

(a) enige voorwaardes aldus gestel, wysig, aanpas of skrap; en

(b) bykomende voorwaardes ten opsigte van sodanige goedkeuring stel.

(7) Geen persoon mag 'n graf oopmaak vir die doel om 'n tweede lyk in dieselfde graf ter aarde te bestel nie tensy-

(a) die graf aanvanklik vir hierdie doel dieper gemaak is;

(b) indien nie dieper gemaak is nie, dan slegs nadat 10 jaar verloop het sedert die teraardebestelling van die eerste lyk;

(c) vir die doeleindes om 'n houer bevattende as te begrawe, die diepte nie 300mm oorskry nie; en

(d) die toestemming van die Munisipaliteit verkry is, en

(e) die gelde voorgeskryf deur die Munisipaliteit, indien toepaslik, betaal is.

(8) Indien 'n lyk in oortreding van die bepalings van hierdie Verordening begrawe is, mag die Munisipaliteit, nieteenstaande die bepalings van artikel 23(1), die lyk opgrawe en in 'n ander graf herbegrawe nadat die naasbestaandes van die oorledene verwittig is van die voorgenome proses en die geleentheid gebied is om teenwoordig te wees.

HOOFSTUK 6 VERSORGING VAN GRAFTE

28. Onderhoud aan grafte en graf persele

(1) die persoon in artikel 9(3) bedoel, of die houer van 'n reg om in 'n perseel in 'n munisipale begraafplaas begrawe te word, moet daardie perseel en die gedenksteenwerk en ander bouwerk daarop in 'n goeie toestand hou.

(2) Die Munisipaliteit mag, op aansoek van 'n persoon bedoel in sub-artikel (1) en by betaling van die gelde deur die Munisipaliteit voorgeskryf, onderneem om enige graf vir enige tydperk te onderhou.

(3) Die Munisipaliteit mag in sy diskresie onderneem om enige graf vir enige tydperk op sy eie onkoste te onderhou.

DRAFT

(4) Niemand mag-

(a) Sonder die toestemming van die Opsigter 'n boom of struik op 'n graf perseel plant nie; of
(b) Material, wat tydens doe skoonmaak van 'n graf perseel in die munisipale begraafplaas verwyder word, op enige ander plek in die begraafplaas as die wat vir sodanige doel verskaf is nie.

(5) (a) die Opsigter kan gras, enige struik, plant of blom in 'n munisipale begraafplaas snoei, afsny, laat uithaal of verwyder wat na sy oordeel onooglik is, of wat vir ordelike instandhouding nodig mag wees.
(c) 'n Opsigrer mag natuurlike of kunsblomme en enige houer of ander voorwerp wat op 'n graf geplaas is, verwyder indien dit verdroog, verflenterd of beskadig is.

(6) Die Munisipaliteit is nie aanspreeklik vir enige verlies of skade aan enige gedenksteenwerk of enige voorwerp wat op enige graf perseel geplaas is nie en ook nie vir enige vergoeding ten opsigte van enige gedenksteenwerk wat vir welke rede ook al verwyder of herstel is nie.

HOOFSTUK 7 : VERASSING

29. Houers en as

(1) Tensy die as deur die Munisipaliteit begrawe gaan word, moet die persoon bedoel in artikel 10(1) 'n houer voorsien waarop die volle naam van die oorlede persoon aangetoon is.
(2) Die as moet, na verassing, deur die persoon bedoel in artikel 10(2) afgehaal word en indien hy of sy sou versuim om die as afte haal, sal die as mee gehandel word ingevolge artikel 30(1).
(3) Waar dit beoog word om 'n houer in 'n nis in die kolumbarium te plaas—

DRAFT

(a) moet dit — (i)van hout of klip gemaak wees; en
(ii)van 'n grootte en ontwerp wees om in die nis te pas; en
(b) indien die nis nie bedoel is om geseël te word nie, moet daarop bevestig wees 'n plaatjie waarop die volle naam van die oorlede persoon gegraveer is.

30. Begrawing en opgrawing van as

(1) Waar daar nie 'n reëling tussen die opsigter en die persoon bedoel in artikel 29 met betrekking tot as getref is nie, mag die opsigter die as in 'n tuin van herinnering begrawe of strooi, waar sodanige fasiliteit beskikbaar is.
(2) 'n Persoon mag as stort in 'n — (a) graf; of
(b) rus in 'n — (i)kolumbarium;
(ii) muur van herinnering; of (iii) gedenkteken.
(3) 'n Persoon moet die toestemming van die opsigter verkry indien hy of sy van voorneme is om — (a) as in 'n graf te begrawe;
(b) as uit 'n graf op te grawe; of
(c) as te strooi; en die opsigter moet, by ontvangs van betaling van die voorgeskrewe gelde — (i) skriftelike toestemming aan die aansoeker verleen om die as te begrawe, opgrawe ofte strooi; en
(ii) in die geval van begrawe of opgrawe, die graf daarvoor voorberei.
(4) 'n Graf vir die begrawe van as of 'n nis in 'n kolumbarium moet 61 Omm in lengte, 61 Omm in breedte en 61 Omm in diepte meet.

31. Verassingsertifikaat

(1) Die opsigter moet by voltooiing van 'n verassing, 'n verassingsertifikaat aan die persoon bedoel in artikel 29(1) voorsien.
(2) Die opsigter moet op aansoek en by betaling van die voorgeskrewe gelde, 'n duplikaat verassingsertifikaat aan 'n persoon voorsien.

HOOFSTUK 8: OPRIGTING EN ONDERHOUD VAN GEDENKSTEENWERK

32. Toestemming van Munisipaliteit

(1) Geen persoon mag sonder die skriftelike toestemming van die Munisipaliteit enige gedenktekenwerk by 'n begraafplaas inbring, oprig, verander, verf, skoonmaak, restoureer, versier, verwyder of andersins daarmee inmeng nie, of enige inskripsie daarop aanbring nie.
(2) Wanneer gedenktekenwerk opgerig word, moet die volgende voorsien word:
(a) 'n plan wat 'n aanduiding verstrek van die afmetings en ligging;
(b) spesifikasies van die materiaal waarvan die gedenktekenwerk vervaardig gaan word; en (c) die bewoording op die grafskrif.
(3) Die plan moet 30 dae voordat die oprigting 'n aanvang neem voorgelê word en die munisipaliteit mag na goeddunke voorwaardes vasstel.
(4) Geen persoon mag enige materiaal vir die vervaardiging van gedenktekenwerk by 'n begraafplaas inbring nie, tensy:
(a) die bepalings van subartikels (I) tot (3) nagekom is; en
(b) bewyse van die betaling van alle gelde verskuldig ten aansien van sodanige graf voorgelê is.
(5) Die Munisipaliteit se toestemming vir die voorgestelde werk is slegs vir ses maande geldig, en indien die gedenktekenwerk nie binne die voorgeskrewe tydperk opgerig is nie, moet 'n nuwe aansoek voorgelê word.

DRAFT

(6) Die grafnommer moet op 'n vakkundige wyse aangetoon word in syfers wat 30mm in grootte is.

(7) 'n Persoon wat die bepalings van subartikels (l),(4)(a) of (6) oortree begaan 'n misdryf.

33. Vereistes vir oprigting van gedenktekenwerke

(1) 'n Persoon wat 'n gedenktekenwerk oprig moet aan die volgende voldoen:

(a) hy of sy moet in besit wees van 'n plan wat deur die munisipaliteit goedgekeur is;

(b) alle werk moet voldoen aan die voorwaardes wat ingevolge artikel 32(3) opgelê is;

(c) die verrigtinge moet van so 'n aard wees dat geen skade aan enige struktuur veroorsaak word nie en dat geen aanstoot gegee word nie;

(d) waar die gedenkteken 'n voetstuk op grondvlak of op die berm het, mag die voetstuk nie meer as 900mm in lengte, 250mm in breedte en 250mm in hoogte vir 'n enkel graf, en nie meer as 2700mm in lengte, 250mm in breedte en 250mm in hoogte vir 'n dubbel graf, wees nie; e die naam van die vervaardiger mag met die naasbestaandes se toestemming op 'n gedenktekenwerk vertoon word, maar geen adres of ander besonderhede mag bygevoeg word nie, en die spasie wat dit in beslag neem mag nie groter as 40 x 100mm wees me;

(f) teëls in die Tuin van Herinnering moet 240mm x 300mm groot wees en uit korrosiebestande metaal bestaan; en

(g) na oprigting van 'n gedenktekenwerk moet alle ongebruikte material verwyder word en die aangrensende areas netjies- en skoongemaak word, en enige skade wat in die proses veroorsaak is moet reggemaak word op onkoste van die persoon wat die skade veroorsaak het, en indien die betrokke party sou versuim om herstelwerk te onderneem, nadat hy daarvan in kennis gestel is, sal die munisipaliteit sodanige remediërende werk op die koste van die persoon wat die gedenktekenwerk opgerig het onderneem.

(2) n Persoon wat nie aan die bepalings van subartikel (l) voldoen nie begaan 'n misdryf.

34. Plasing, beweging en verwydering van gedenktekenwerke

(1) Geen persoon mag 'n gedenktekenwerk op 'n graf oprig alvorens die posisie waarin sodanige gedenktekenwerk geplaas gaan word deur die munisipaliteit aangedui is nie.

(2) Indien die bepalings van subartikel (1) nie nagekom word nie, het die munisipaliteit die reg om die posisie van die gedenktekenwerk te verander en die koste te verhaal van die persoon wat die gedenkteken opgerig het.

(3) Waar 'n gedenktekenwerk aanvanklik in 'n sekere posisie geplaas is met die uitdruklike toestemming van die munisipaliteit of sy werknemer, word enige verandering van die posisie ingevolge hierdie artikel op die koste van die munisipaliteit uitgevoer.

(4) 'n Gedenktekenwerk wat geplaas, opgerig, gebou, verander, versier, geverf of andersens mee gehandel word op 'n wyse wat teenstrydig is met die bepalings van hierdie verordening mag, na behoorlike kennisgewing, deur die munisipaliteit verwyder word op koste van die persoon wat dit opgerig het, en geen vergoeding sal betaal word nie.

35. Herstelwerk aan gedenktekenwerke

(1) Indien die persoon wat 'n gedenktekenwerk opgerig het toelaat dat dit sodanig verval dat dit gevaar inhou of die begraafplaas ontsier, mag die munisipaliteit 'n kennisgewing van voldoening soos bedoel in artikel 56 op sodanige persoon beteken.

(2) Indien die persoon soos bedoel in subartikel (l) versuim om aan die kennisgewing van voldoening gehoor te gee, mag die munisipaliteit die gedenktekenwerk afbreek of verwyder en die kostes verbonde aan sodanige afbreek of verwydering van die persoon op wie die kennisgewing beteken is verhaal.

DRAFT

(3) Indien die persoon bedoel in subartikel (I) nie opgespoor kan word nie, mag die munisipaliteit die gedenktekenwerk afbreek of verwyder.

36. Toesighouding oor werk

'n Persoon wat besig is met werk in 'n begraafplaas moet die werk onder die toesig van die opsigter onderneem en enige versuim om sy of haar instruksies na te kom is 'n misdryf.

37. Vervoer van gedenktekenwerke

Geen persoon mag enige stene, bakstene of gedenktekenwerk in 'n begraafplaas op 'n voertuig of vragmotor vervoer wat skade aan die paaie of gronde of strukture van die begraafplaas mag veroorsaak nie.

38. Voertuie en gereedskap

Enige persoon wat besig is met werk op 'n graf of perseel moet seker maak dat die voertuie, gereedskap en toerusting van so 'n aard is dat hierdie verordening nie oortree word nie en dat dit nie enige pad blokkeer nie.

39. Tye vir inbring van materiaal en doen van werk

(1) Geen persoon mag gedurende enige ander tyd as die amptelike werksure van munisipale werknemers van Maandag tot Vrydag enige gedenktekenwerk of materiaal by 'n begraafplaas inbring of werk verrig nie, behalwe die aftakeling van gedenktekenwerke vir begragrafnisdoeleindes.

(2) Geen persoon mag werk verrig wat steurend mag wees wanneer 'n begrafnis gehou word nie en dit geld vir die duur van die begrafnis.

40. Bewys van skriftelike toestemming

'n Persoon enige werk verrig of op pad is na of van werk in 'n begraafplaas, moet op aandrang van die munisipaliteit, die skriftelike toestemming toon wat ingevolge artikel 32 uitgereik is.

41. Gedenktekenwerke in krematorium

(1) Tensy 'n lyk in 'n krematorium veras is, of indien 'n verassingsertifikaat uitgereik deur 'n ander krematorium voorgelê word, mag geen persoon sonder die voorafverkreë toestemming van die opsigter 'n gedenksteenwerk in 'n krematorium oprig nie.

(2) 'n Gedenksteenwerk

(a) indien opgerig in 'n tuin van herinnering:

ımoet van marmer of graniet gemaak wees; en

(ii)mag nie 250mm in wydte, 305mm in lengte en 25mm in dikte oorskry nie;

(b) indien dit beoog word om 'n nis te seël, moet die grootte en materiaal pas by die gedenksteen langsaan, en 'n foto van die oorlede persoon mag daarop aangebring wees; of

(c) op 'n graf, mag nie 1,2m in hoogte, 61 Omm in lengte en 610mm in dikte oorskry nie.

42. Verwaarlosede gedenksteenwerk

(1) Wanneer ook al die persoon wat 'n gedenksteenwerk in 'n munisipale begraafplaas opgerig het toelaat dat dit sodanig verval, as wat na die oordeel van die Opsigter 'n gevaar inhou of wat die munisipale begraafplaas ontsier, mag die Opsigter by skriftelike kennisgewing aan die persoon se laaste bekende adres, en van hom vereis om sodanige herstelwerk te verrig wat in die kennisgewing vermeld word, en waar die adres van sodanige persoon onbekend is, moet die kennisgewing vir twee agtereenvolgende weke eenmalig in 'n koerant wat in die gebied versprei word gepubliseer word.

DRAFT

(2) Die Munisipaliteit kan by versuim om die vereiste herstelwerk binne drie maande vanaf betokening of publikasie van die kennisgewing te dien, die herstelwerk doen of die gedenksteenwerk verwyder sonder om vergoeding te betaal en mag die koste vir sodanige herstelwerk of verwydering van sodanige persoon verhaal indien moontlik.

43. Statebond Oorlogsgrafte

Die grafte van persone wat gesneuwel het in oorloë en na wie se grafte omgesien word of wat in stand gehou word deur die Statebond Oorlogsgraftekommissie ingevolge die Statebond Oorlogsgraftewet, 1992 ,(Wet 8 van 1992), of die Suid Afrikaanse Erfenisbronneagentskap ingevolge die Nasionale Erfenisbronnewet, 1999 (Wet 25 van 1999), of deur enige ander erkende liggaam, of deur enige ander regering mag, deur 'n aansoek aan die munisipaliteit te rig, van die bepalings van hierdie hoofstuk vrygestel word.

HOOFSTUK 9 : AFDELINGS IN BEGRAAFPLASE

44. Munisipaliteit mag afdelings instel

Die munisipaliteit mag een of meer van die volgende afdelings in 'n begraafplaas instel.

(a) monumente afdeling;
(b) ope afdeling;
(c) estetiese afdeling;
(d) berm afdeling;
(e) Helde-akker; en
(f) Tuin van herinnering

DRAFT

45. Monumente afdeling

(1) Gedenksteenwerke mag op die hele oppervlakte van die graf opgerig word onderhewig aan die voeldoening van die bepalings van artikel 33 en mits die volgende afmetings nie oorskry word nie :

(a) Hoogte: 2000mm

(b) Wydte: 900mm in die geval van 'n enkel graf, en 700mm in die geval van 'n dubbel graf (c) Dikte: 250mm

(2) Blomme, lower, kranse of enige versiering mag slegs op die berm van grafte geplaas word.

(3) 'n Persoon begaan 'n misdryf indien hy of sy :

(a) die mates uiteengesit in subartikel (l) oorskry; of (b) subartikel (3) oortree.

46. Ope Afdeling

In hierdie afdeling mag slegs 'n graf gekoop word, en op 'n latere stadium mag toestemming gevra word om 'n gedenksteenwerk op te rig teen betaling van die voorgeskrewe gelde.

47. Estetiese Afdeling

(1) Slegs 'n kopsteen mag opgerig word, en 'n blad mag nie gelê word nie en 'n randsteen mag nie om die graf aangewend word nie.

(2) Die afmetings van 'n kopsteen is as volg:

(a) Volwasse grafte:

(i) Enkelgraf: 900mm in lengte by 260mm in breedte.

(ii) Dubbelgrafte: 2200mm in lengte by 260mm in breedte.

(b) Kindergrafte:

(i) Enkelgraf: 61 Ommin lengte by 260mm in breedte.

(ii) Dubbelgraf: 1200mm in lengte by 260mm in breedte.

(3) Geen kopsteen mag 'n hoogte van 1500mm bo die berm oorskry nie.

(4) 'n Persoon wat hierdie bepaling oortree begaan 'n misdryf.

48. Berm afdeling

(1) A sementbasis word gelê aan die kop van die graf waarop 'n gedenksteenwerk aangebring word;

(2) Daar moet aan die volgende afmetings voldoen word:

(a) die basis mag nie 1200mm in wydte en 250mm in dikte oorskry nie; (b) horisontaal op grondvlak; en (c) op 'n sement fondasie.

(3) 'n Persoon wat hierdie bepaling oortree begaan 'n misdryf.

49. Tuin van Herinnering

(1) Hierdie afdeling bevat die muur van herinnering met nisse, en 'n tuin area waarin plake opgerig mag word.

(2) 'n Houer wat in 'n nis geplaas moet word mag nie 300mm x 150mm x 150mm in grootte oorskry me.

(3) Blomme en lower mag slegs op plekke geplaas word waar daarvoor voorsiening gemaak is.

50. Helde-akker

(1) 'n Helde-akker bestaan uit 'n struktuur wat spesifiek vir dié doel opgerig is en bevat geen lyk nie, maar is slegs 'n gedenkteken.

(2) Geen persoon mag sodanige struktuur sonder die skriftelike goedkeuring van die munisipaliteit oprig nie, en die munisipaliteit besluit self oor die meriete van so 'n aangeleentheid.

DRAFT

(3) Die grootte van die struktuur moet 500mm x 350mm wees en moet van korrosievrye metaal of messelwerk vervaardig wees waarop, onder andere, die bydrae wat deur die pesoon gemaak is aangeteken word.

(4) 'n Persoon wat 'n lyk teenstrydig met subartikel (I) ter aarde bestel of subartikel (2) oortree of wat versuim om te voldoen aan die vereistes van subartikel (3), begaan 'n misdryf.

HOOFSTUK 10: PRIVATE BEGRAAFPLASE

51. Oorname van privaat begraafplase deur die Munisipaliteit

(1) Die Munisipaliteit kan enige privaat begraafplaas binne sy gebied oorneem op bepaalde vereistes en voorwaardes.
(2) Alvorens die Raad besluit om'n privaat begraafplaas oor te neem moet die Munisipaliteit se voorneme om sodanige privaat begraafplaas oor te neem, adverteer word en die publiek uitgenooi word om kommentaar aan die Munisipaliteit voor te lê.
(3) By die oorname van 'n privaat begrafplaas deur die Munisipaliteit ingevolge hierdie artikel –
(a) Berus die eiendomsreg op alle roerende en onroerende goed en ander bates in verband met sodanige begrafplaas, behoudens enige trusts of voorwaardes, by die Munisipaliteit;
(b) Is alle inkomste en ander gelde wat betaalbaar of verhaalbaar is ten opsigte van sodanige begrafplaas, betaalbaar aan en verhaalbaar deur die Munisipaliteit.
(c) Gaan alle ander regte en voorregte en alle laste en verpligtinge ten opsigte van sodanige begrafplaas oor op die Munisipaliteit en die Munisipaliteit kan voortgaan om alle regsgedinge ingestel ten opsigte van sodanige begrafplas voort te sit en te verdedig en alle dinge te doen wat nodig of dienstig is in verband met sodanige gedinge; en
(d) Verkry die Munisipaliteit die beheer en bestuur van sodanige begrafplaas.

52. Verordening van toepassing

Die bepalings van hierdie verordening is mutatis mutandis van toepassing op private begraafplase

53. Vestiging en voortgesette gebruik van begraafplase

(1) Geen persoon mag sonder die voorafverkreë goedkeuring van die munisipaliteit 'n private begraafplaas vestig nie, en geen eienaar van 'n private begraafplaas wat alreeds bestaan mag, indien die gebruik van die begraafplaas nie voorheen deur die munisipaliteit gemagtig is nie, voortgaan om die bestaande begraafplaas vir begrafnisdoeleindes te gebruik nie.

(2) 'n Persoon wat van plan is om by die munisipaliteit aansoek te doen om toestemming om 'n begraafplaas soos bedoel in subartikel (I) te vestig, moet 'n skriftelike aansoek aan die munisipale bestuurder voorlê tesame met :

(a) 'n liggingsplan op 'n skaal van nie minder nie as 1:10 000 wat aantoon .
(i) die posisie van die voorgestelde begraafplaas of bestaande begraafplaas in verhouding tot die grense van die grond waarop dit beoog word om dit te Stig of waarop dit geleë is;
(i) die geregistreerde beskrywing van die perseel;
(ii) alle strate, openbare plekke en grond in privaat besit binne van 100 meter van die perseel;
'n "blokplan" op 'n skaal van nie minder as 1:500 nie wat die posisie aandui van buitegrense, interne paaie en paadjies, onderverdelings, grafpersele, dreinering en enige bestaande geboue of geboue wat beoog word om opgerig te word;

DRAFT

(b) 'n plan met afdelings op 'n skaal van nie minder as 1:100 nie van enige bestaande geboue of geboue wat beoog word om opgerig te word, en wat in hierdie geval moet voldoen aan die Nasionale Bouregulasies en die munisipaliteit se Waterdienste en Sanitasie Verordeninge;

(c) 'n lys van registers of rekords gehou of beoog om gehou te word met verwysing na — (i) identifikasie van grafte;

(i) verkoop of oordrag van grafpersele,oordrag van grafpersele;en

(ii) teraardebestellings;

(d) die volle name en adres van die eienaar;

(e) besonderhede met betrekking tot die aard van die titel waaronder die eienaar die grond waarop die begraafplaas gestig gaan word of wat gebruik word as 'n begraafplaas, sal hou of hou, en of sodanige grond onderhewig is aan enige verband of trust; en

'n skedule van die voorgestelde begrafnisgelde wat gehef gaan word of wat werklik van krag is.

(3) By ontvangs van 'n aansoek moet die munisipaliteit 'n kennisgewing plaas in een of meer koerante wat in die gebied sirkuleer met vermelding van die aard van die aansoek en met spesifisering van 'n datum, wat nie minder as 14 dae na die datum van publikasie van die kennisgewing moet wees nie, waarop besware teen die goedkeuring van 'n aansoek by die munisipaliteit ingedien mag word.

(4) Die munisipaliteit mag, by ontvangs van betaling deur die aansoeker van die voorgestelde gelde, en indien dit na oorweging van die aansoek en enige besware wat ingedien mag word, tevrede is dat die vestiging nie met enige openbare gerief inmeng nie, of geen oorlas skep of gevaar vir die openbare gesondheid moontlik sal plaasvind of ontstaan nie, skriftelike toestemming verleen vir die vestigting van die private begraafplaas of voortgesette gebruik van die private begraafplaas.

(5) Geen afwyking van die goedgekeurde planne word sonder die voorafverkreë skriftelike goedkeuring van die munisipaliteit toegelaat nie.

(6) 'n Persoon wat 'n bepaling van subartikels (l) of (5) oortree begaan 'n misdryf.

54. Pligte van eienaars

(1) Die eienaar van 'n private begraafplaas waarvoor die toestemming van die munisipaliteit verkry is, moet -

(a) voldoen aan:

(i) enige spesiale voorwaardes wat deur die munisipaliteit voorgeskryf is; en

(ii) die bepalings van hierdie verordening en enige ander wet wat daarop van toepassing is.

(b) 'n rekord hou wat die volgende aantoon:

(i) die nommer en eienaar van elke grafperseel; en

(ii) die getal teraardebestellings in elke grafperseel en die naam, ouderdom, geslag, laaste bekende adres, datum en oorsaak van dood van die oorledene;

(c) die gronde, heinings, paaie, paadjies en afvoerslote in 'n goeie toestand hou en gras en oorgroeisels skoonmaak;

(d) voorsiening maak vir die identifisering van grafpersele deur die begraafplaas in blokke te verdeel, en:

(i) elke blok moet afgebaken wees by wyse van tekens wat die nommer en ligging in elke blok aantoon;

(ii) die grafte of grafpersele in elke blok moet afsonderlik genommer wees by wyse van duursame nommerplate; en

(iii) alle tekens en nommerplate moet in 'n netjiese en leesbare toestand onderhou word.

(e) 'n beampte toelaat om die begraafplaas binne te gaan of die begraafplaas en alle rekords in verband daarmee gehou te inspekteer;

DRAFT

(f) op of voor die 7de dag van elke maand 'n maandelikse opgawe aan die munisipale bestuurder lewer wat die volgende inligting bevat:
naam, laaste bekende adres, ouderdom, geslag, datum en oorsaak van dood van elke oorlede persoon wat in die begraafplaas begrawe is;

(ii) naam van die mediese praktisyn wat die doodsertifikaat uitgereik het;

(iii) wie die begrawingsbevel gemagtig het;

(iv) blok en grafperseel nommer;

(v) datum van begrawing; en

(vi) besonderhede van verandering in die identifikasie van die opsigter of van 'n nuut-aangestelde persoon.
op of voor die 30ste dag van Junie van elke jaar, 'n opgawe aan die munisipale bestuurder voorsien wat 'n gedetaileerde lys bevat van die name en adresse van alle trustees, kommiteelede of persone wat die begraafplaas of krematorium beheer; (h) 'n opsigter aanstel om die begraafplaas te bestuur en alle rekords te hou.

(2) Die eienaar van 'n private begraafplaas of -eiendom mag toestemming weier om 'n lyk in so 'n begraafplaas te begrawe of te laat veras.

(3) 'n Persoon wat die bepalings van subartikel (I) oortree begaan 'n misdryf.

HOOFSTUK 11: BEGRAAFPLASE IN ONBRUIK

55. Gebruik van begraafplase wat in onbruik is

(1) Nieteenstaande enige bepaling in hierdie verordening en onderhewig aan die bepalings van subartikel (4), mag die munisipaliteit enige begraafplaas of deel daarvan, wat vir 'n tydperk van ten minste 20 jaar gesluit of nie gebruik is nie, en waaroor die munisipaliteit die begrafnisgesag is, vir enige doel gebruik sonder om die grond, grafte of gedenksteenwerke te skend ofte ontheilig.

(2) Die munisipaliteit mag, onderhewig aan die bepalings van subartikel (4) en mits die munisipaliteit die begrafnisgesag is, die menslike oorblyfsels, gedenksteenwerke en ander stukture in 'n begraafplaas wat vir 'n tydperk van nie minder nie as 20 jaar gesluit is of nie gebruik is nie, en waarvan gebruik daarvan vir ander 'n doeleinde goedgekeur is, verskuif na 'n ander begraafplaas.

(3) Alle regte wat deur enige persoon besit of geniet word ten opsigte van 'n begraafplaas soos bedoel in subartikel (2), word beëindig indien daar ingeveolge subartikel (2) gehandel word.

(4) Alvorens die munisipaliteit ingevolge subartikels (I) en (2) mag optree, moet daar kennis van die voorneme gegee word ingevolge die munisipaliteit se openbare deelnamebeleid.

HOOFSTUK 12: ALGEMEEN

56. Waarmerking en diening van bevele, kennisgewings en ander dokumente

(1) 'n Bevel, kennisgewing of ander dokument wat waarmerking vereis moet behoorlik deur die Munisipaliteit onderteken wees.

(2) Enige kennisgewing of ander dokument wat op 'n persoon beteken word ingevolge hierdie verordening, word geag beteken te wees indien dit beteken is ooreenkomstig artikel 115(1) van die Wet op Plaaslike Regering Munisipale Stelsels 2000 (Wet 32 van 2000).

(3) Betekening van 'n afskrif sal geag wees betekening van die oorspronklike.

(4) Enige regsproses is effektief en voldoende op die Munisipaliteit beteken wanneer dit afgelewer word by die munisipale bestuurder of 'n persoon aanwesig in die munisipale bestuurder se kantoor.

57. Klagte

'n Persoon wat 'n klagte wil indien moet dit skriftelik by die munisipaliteit indien.

58. Kennisgewing van voldoening en vertoë

DRAFT

(1) 'n Kennisgewing van voldoening moet die volgende bevat:

(a) die naam en woon- en posadres, indien enige ofbeide daarvan bekend is, van die persoon.

(b) die aard van die toestand van verval;

(c) die stappe wat vereis word om die gedenksteenwerk reg te stel in sodanige besonderhede dat aan die kennisgewing voldoen kan word;

(d) dat die persoon binne 'n gespesifiseerde tydperk die werk moet verrig om aan die kennisgewing te voldoen, getrou met die stappe moet voortgaan, en die werk moet voltooi voor 'n spesifieke datum;

(e) dat versuim om aan die vereistes van die kennisgewing te voldoen binne die periode bedoel in subartikel (d) is misdryf is;

(f) dat skriftelike vertoë soos bedoel in subartikel (3) binne die tydperk soos bepaal in subartikel (d), aan die munisipaliteit gerig mag word by 'n plek wat gespesifiseer word.

(2) Die munisipaliteit moet die volgende in ag neem wanneer enige maatreël of tydperk bedoel in subartikels (l)(d) en (e) oorweeg word•

(a) die beginsels en oogmerke van hierdie verordening;

(b) die toestand van verval;

(c) enige maatreëls voorgestel deur die persoon op wie dit beoog word om maatreëls in te stel; en

(d) enige ander relevante faktore.

(3) 'n Persoon mag binne die tydperk bedoel in subartikel (l)(f) vertoë in die vorm van 'n beëdigde verklaring of bevestiging aan die munisipaliteit rig by die plek gespesifiseer in die kennisgewing.

(4) Vertoë wat nie binne die voorgeskrewe tydperk gerig word nie sal nie oorweeg word nie, tensy die persoon goeie goeie redes vir die laat indiening van vertoë kan aanvoer en die munisipaliteit die laat vertoë kondoneer.

(5) Die munisipaliteit moet alle vertoë van 'n gemagtigde beampte of enige ander persoon en enige kommentaar daarop, indien daar kommentaar sou wees, oorweeg.

(6) Indien nodig mag die munisipaliteit op eie beweging enige verdere ondersoeke doen om die feite te bevestig en die resultaat van die ondersoek moet aan die persoon beskikbaar gestel word, wie geleentheid gegun moet word om verdere kommentaar te lewer, en die munisipaliteit moet die verdere kommentaar ook oorweeg.

(7) Die Munisipaliteit moet, na oorweging van die vertoë en enige kommentaar ontvang, 'n skriftelike bevel maak en 'n afskrif daarvan op die persoon beteken.

(8) Die bevel moet :

(a) die bevindinge van die munisipaliteit uiteensit;

(b) die kennisgewing van voldoening in die geheel bevestig, wysig of ter syde stel; en

(c) 'n tydperk spesifiseer waarin die persoon aan die bevel wat deur die munisipaliteit gemaak is moet voldoen.

(9) Indien die kennisgewing van voldoening in geheel of gedeeltelik bevestig word, of gewysig maar nie ter syde gestel word nie, moet die munisipaliteit die persoon in kennis stel dat hy of sy: (a) die verpligtinge wat in die kennisgewing vervat is moet nakom; of (b) mag verkies om die saak in die hof te beveg.

(10) Indien die persoon verkies om die saak in die hof te beveg, moet hy of sy die munisipaliteit binne sewe kalenderdae van sy of haar bedoeling om die saak aldus te beveg, in kennis stel.

(11) Indien die persoon nie verkies om die saak in die hof te beveg nie, moet hy of sy binne die voorgeskrewe wyse en tyd sy ofhaar verpligtinge ingevolge die kennisgewing nakom.

59. Koste

Indien 'n persoon versuim om die maatreëls te volg wat ingevolge 'n kennisgewing van hom of haar vereis word, mag die munisipaliteit alle koste van die persoon verhaal wat aangegaan is as gevolg van die munisipaliteit se optrede ingevolge artikel 56.

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60.Appèl

'n Persoon wie se regte geraak word deur 'n besluit wat deur die munisipaliteit gedelegeer is mag teen die besluit appelleer deur skriftelike kennisgewing van die appèl en die redes daarvoor ingevolge artikel 62 van die Wet op Plaaslike Regering: Munisipale Stelsels 2000, (Wet 32 van 2000) aan die munisipale bestuurder te gee binne 21 dae vanaf die datum van kennisgewing van die besluit.

61. Gelde

Indien 'n persoon versuim om die voorgeskrewe gelde te betaal, mag die munisipaliteit optree ooreenkomstig die bepalings van sy Kredietbeheer en Skuldinvorderingsverordening.

62. Strafbepalings

(1) Enige persoon wat voortgaan om 'n oortreding te pleeg nadat kennis aan hom gegee is om voorsetting van die oortreding te staak, of nadat hy skuldig bevind is aan 'n sodanige oortreding en daarmee voortgaan, is skuldig aan 'n voortdurende oortreding.

(2) Enige persoon wat enige bepaling van hierdie Verordening oortree of wat versuim om aan enige bepaling daarvan te voldoen of 'n kennisgewing of voorwaarde in terme van hierdie Verodening oortree of versuim om daaraan te voldoen, 'n valse verklaring maak, of valse, onjuiste of misleidende inligting verstrek, is skuldig aan 'n misdryf en by skuldigbevinding-

(a) strafbaar met 'n boete of met gevangenisstraf of beide 'n boete en sodanige gevangenisstraf, en

(b) in die geval van 'n voortdurende misdryf met 'n addisionele boete of 'n addisionele tydperk van gevangenisstraf of sodanige addisionele gevangenisstraf sonder die opsie van 'n boete of beide sodanige addisionele boete en gevangenisstraf vir elke dag wat sodanige misdryf voortduur; en

(c) 'n vergoedingsbevel gelyk aan enige koste en uitgawes wat na bewering van die horf, deur die Munisipaliteit aangegaan is as gevolg van sodanige oortreding of versuim.

63. Vrystellings

(1) Enige persoon mag by wyse van 'n skriftelike aansoek waarin die redes volledig uiteengesit word, by die Munisipaliteit aansoek doen om vrystelling van enige bepaling van hierdie verordening.

(2) Die Munisipaliteit mag:

(a) n aansoek om vrystelling skriftelik goedkeur en voorwaardes stel, en waar voorwaardes gestel word, die terme daarvan en die tydsduur waarvoor die vrystelling geldig bly; (b) enige vrystelling verander of kanselleer of 'n voorwaarde opsk01t; of (c) weier om vrystelling goed te keur.

(3) 'n Vrystelling tree nie in werking voordat die aansoeker skriftelik onderneem het om aan alle voorwaardes opgelê ingevolge subartikel (2) te voldoen nie, en indien die aktiwiteit 'n aanvang neem voordat sodanige onderneming aan die munisipaliteit voorgelê is, verval die vrystelling.

(4) Indien enige voorwaarde van 'n vrystelling nie nagekom word nie, verval die vrystelling.

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64. Skakelforums in gemeenskap

(1) Die munisipaliteit mag een of meer skakelforums in 'n gemeenskap instel om begraafplase en krematoria te ontwikkel en te onderhou en om die bevordering van 'n gesonde omgewing te bevorder.

(2) 'n Skakelforum mag bestaan uit:

(a) 'n lid of lede van 'n belangegroep, of 'n geaffekteerde persoon;

(b) 'n lid of lede van 'n gemeenskap in wie se onmiddelike omgewing 'n begraafplaas of krematorium voorkom;

(c) 'n afgevaardigde amptenaar of amptenare van die munisipaliteit;

(d) die raadslid verantwoordelik vir begraafplase en crematoria.

(3) (a) Die munisipaliteit mag wanneer 'n aansoek om toestemming, permit of vrystelling sertifikaat oorweeg word ingevolge hierdie verordening, waar van toepassing, die insette van 'n skakelforum versoek.

(b)'n Skakelforum of enige persoon ofpersone gedoel in subartikel (2) mag op eie inisiatief, n inset aan die Munisipaliteit vir oorweging stuur.

65. Herroeping van verordeninge

Die bepalings van enige verordeninge voorheen deur die munisipaliteit afgekondig of deur enige van die afgeskafde munisipaliteite wat nou by die munisipaliteit ingelyf is, word hiermee herroep insover dit betrekking het op aangeleenthede waarvoor in hierdie verordening voorsiening gemaak word en in soverre dit op die munisipaliteit van toepassing gemaak is deur die magtiging vir die uitvoering van magte en bevoegdhede ingevolge artikel 84(3) van die Plaaslike Regering: Munisipale Strukturewet, Wet 117 van 1998.

66. Kort titel en inwerkingtreding

Hierdie verordening staan bekend as die Begraafplase en Krematoria Verordening en tree in werking op die datum van publikasie in die Provinsiale Koerant.

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HESSEQUA MUNICIPALITY: CEMETERIES AND CREMATORIA BY-LAWS
In terms of the provisions of section 156 of the Constitution of the Republic of South Africa, 1996, the Hessequa Municipality hereby enacts as follows: -

Table of Contents

1. Interpretation
2. Principles and Objects
3. Administration and Enforcement

CHAPTER I: ESTABLISHMENT OF CEMETERIES

4. Establishment of cemeteries
5. Alternatives to burial

CHAPTER 2: GENERAL PROVISIONS IN RELATION TO CEMETERIES

5. Appointment of caretaker
6. Hours of access for the public
7. Remaining on paths
8. Prohibited conduct within cemeteries and crematoriums
9. Right to interest in land

CHAPTER 3: GENERAL PROVISIONS IN RELATION TO BURIAL ORDERS

10. Consent required
11. Times for burials and cremations
12. Register
13. Burial of indigent persons
14. Number of bodies in one coffin

CHAPTER 4: FUNERALS

15. Dimensions of graves
16. Burial
17. Reservation of grave
18. Child's grave
19. Construction material of coffin
20. Number of bodies in one grave
21. Hearse and vehicles in cemeteries
22. Music in cemetery
23. Number on grave

CHAPTER 5: EXCAVATION OF CORPSE AND RE-OPENING OF GRAVE

24. Disturbance of mortal remains
25. Time of exhumation
26. Reopening of grave

CHAPTER 6: CARE OF GRAVES

DRAFT

27. Shrubs and flowers
28. Care of grave

CHAPTER 7: CREMATION

29. Containers and ashes
30. Burial and exhumation of ashes
31. Cremation certificate

CHAPTER 8: ERECTION AND MAINTENANCE OF MEMORIAL WORKS

32. Consent (by municipality)
33. Requirements for erection of memorial works
34. Placement, movement and removal of memorial works
35. Repairs to memorial works
36. Supervision of labour
37. Transport of memorial works
38. Vehicles and tools
39. Times for bringing in materials and completion of work
40. Proof of written consent
41. Memorial works in crematoriums
42. Commonwealth War Graves

CHAPTER 9: SECTIONS IN CEMETERY

43. Municipality may establish sections
44. Monuments section
45. Panoramic section
46. Aesthetic section
47. Berm section
48. Garden of Remembrance
49. Hero's Acre

CHAPTER 10: PRIVATE CEMETERIES

50. By-laws applicable
51. Establishment and continued use of cemeteries
52. Duties of owners

CHAPTER 1 1: CEMETERIES IN DISUSE

53. Use of cemeteries in disuse

CHAPTER 12: GENERAL

54. Authentication and service of orders, notices and other documents
55. Complaints
56. Notice of compliance and representations
57. Costs
58. Appeal
59. Fees

DRAFT

60. Fines
61. Exemptions
62. Community liaison forums
63. Repeal of by-laws
64. Short title and commencement

1. **Interpretation**
(1) In this by-law, unless the context otherwise requires —

"**as**" means the cremated remains of a corpse;

"**indigent person**" means a destitute person or persons who have no family or next of kin and no person accepts responsibility for the burial of such corpse;

"**cemetery**" means land or part of land within the municipal area set aside by the Municipality for a cemetery;

"**Funeralist**" means any person, organisation or body corporate engaged in the business of the dignified disposal of bodies for remuneration and who is registered with the Municipality and holds a certificate of competence

"**burial**" means interment in land, a grave or crypt;

"**burial order**" means an order issued in terms of the Registration of Births and Deaths Act, 1992 (Act 51 of 1992);

"**funeralist premises**" has the meaning assigned to it in regulation I of the Regulations;

"**berm**" means a strip of concrete laid at the head of a grave and on which a memorial stone has been erected;

"**aesthetic section**" means a cemetery or section of a cemetery set aside by the Municipality in which only headstones may be erected;

"**memorial stonework**" means any headstone, monument, plaque, other work or object, erected or intended to be erected in a cemetery or crematorium in order to pay tribute to a deceased person, and includes the curbstone demarcating the grave and the slab covering the grave;

"**Authorised official**" means an employee of the Municipality or another person appointed or authorised by the Municipality to perform any act, function or task relating to matters contained in this By-law, or to exercise any power in terms of this By-law; and "official" has a corresponding meaning.

"**grave**" includes-

DRAFT

(a) Any place, whether wholly or partly above or below the ground and whether for private or public use, in which a body, or ashes, are permanently buried or there are intentions to have them permanently buried, whether in a coffin or other container; and
(b) Any memorial stonework of whatever nature forming part of or in addition to a grave.

"Grave site" the demarcated area of land within a cemetery intended for the burial of a body

"approved" means approved by the Municipality;

"grave cellar" means an above-ground cellar;

"heroes' acre" means an area of land set aside for the burial of a hero;

"Needy person" also a needy person or a person who does not have family and/or next of kin who are financially able to bury them and where such fact is confirmed in writing;

"child" means a person who is not an adult, and where the word is used to describe a corpse, means a deceased person whose corpse fits into a grave opening prescribed for children in terms of section 18, and includes the bodies of a stillborn child and a foetus;

"columbarium" means a place set aside in the basement of a crematorium or chapel containing rows of niches for the purpose of placing containers containing the ashes of cremated corpses;

"crematorium" means a crematorium as defined in section 1 of the Ordinance and includes the buildings in which a cemetery is operated and cremation is carried out;

"body" means the remains of a deceased person and includes a stillborn child and foetus;

"monuments section" means a section in a cemetery set aside for the erection of monuments;

"municipality" means the Hessequa Municipality established in terms of section 12 of the Municipal Structures Act, 117 of 1998, Provincial Notice 484 dated 22 September 2000 and includes any political structure, political office-holder, councillor, duly authorised agent or any employee acting in terms of this by-law by virtue of a power vested in the Municipality and delegated or sub-delegated to such political structure, political office-holder, councillor, agent or employee;

"wall of remembrance" means a structure (in a cemetery) containing niches in which urns containing ashes may be stored;

"Municipal cemetery" means a cemetery the control and ownership of which is vested in the Municipality vests
"Municipal crematorium" means a crematorium of which the Municipality has control and ownership;
"niche" means a compartment in a columbarium or wall of remembrance for the placement of ashes;

"exhumation" means the removal of a body from its grave;

DRAFT

"superintendent" means the officer appointed by the Municipality from time to time in a supervisory capacity in relation to a cemetery or crematorium;

"ordinance" means the Crematorium Ordinance, 1965 (Ordinance No. 18 of 1965);

"panoramic section" means a section in a cemetery set aside by the Municipality where memorial work is limited to a plaque or memorial slab; "private cemetery" means a cemetery or which is used as a cemetery but which is not set aside as such by the Municipality;

"Private cemetery" means a cemetery the control and ownership of which is vested in a private person or body;
"Private crematorium" means a crematorium the control and ownership of which is vested in the Municipality;

"Regulations" means the Funeral Homes Regulations, made in terms of sections 33 and 39 of the Health Act, 1977 (Act 63 of 1977) and published as Government Notice No. 237 of 8 February 1985;

"garden of remembrance" means a section of a cemetery or crematorium set aside for the erection of memorial stonework or a wall of remembrance;

"cremation" means the process by which a body is disposed of by fire;

"cremated remains" means all recoverable ashes following a cremation;

"prescribed" means prescribed by the Municipality;

"prescribed fees" means fees determined by the Municipality in its Client Service and Revenue Management By-law;

"adult" means a deceased person over the age of 12 years and where the word is used to describe a corpse, a deceased person whose corpse fits into a grave opening prescribed for adults in terms of section 15.

(2) If any provision in this by-law vests or imposes any power, function or duty of the Municipality in or on an officer of the Municipality and such power, function or duty is assigned to a service provider in terms of section 81 (2) of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000), or any other law, the reference to such officer must be read as a reference to the service provider or, where applicable, an officer and the service provider authorised by the Municipality.

2. Principles and objects
The purpose of this by-law is to control funeral parlors' premises, to provide for the designation of land for the purpose of burial of human remains, to develop and maintain existing cemeteries, to permit residents to dispose of a body by cremation and to provide space to permit the remains of a cremation to be preserved in a dignified manner.

3. Administration and enforcement
(a) The Director: Technical Services is responsible for the administration and enforcement of this by-law.

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(b) The Director must appoint a competent officer as Superintendent for the control and administration of cemeteries, crematoriums or other facilities for the disposal of bodies.
(c) The Director may delegate in writing any power or duty conferred on him/her under this By-law, except the power referred to in sub-section (3)(b), and sections 14(3), 16(2), (3) and 32(1), (2), to a competent officer in his/her Directorate.
(d) The Superintendent may, with the approval of the Director, delegate in writing any power or duty conferred on him/her under this By-law to an officer of the Municipality.

CHAPTER 1: ESTABLISHMENT AND CLOSURE OF CEMETERIES

4. Establishment of cemeteries

(1) The municipality may reserve any land within its area of jurisdiction for use as a cemetery and shall be responsible for the general maintenance of such cemetery.
(2) Within such a cemetery, the municipality may make separate areas available for the exclusive use of different religious or cultural groups, taking into account the customs or religious considerations of such groups.
(3) The establishment of a cemetery as referred to in subsection (1) must be preceded by a public participation process and the submission of a geotechnical report.
(4) Notwithstanding the provisions of subsection (1), the groups referred to in subsection (2), to whom areas for exclusive use have been granted, shall be responsible for the maintenance of those areas.

5. Closure of cemeteries

(1) The Municipality may close any municipal cemetery or part thereof.
(2) The Municipality shall publish the intended closure of a municipal cemetery or part thereof once in one national and one local newspaper and the Provincial Gazette and such cemetery or part thereof shall, subject to the provisions of
(3) The Municipality may, notwithstanding the closure of a municipal cemetery or part thereof, but subject to such conditions as it may deem necessary, permit bodies to be buried in specified family plots in such cemetery or part thereof.
(4) Subject to subsection (3), no person shall bury any bodies in a municipal cemetery or part thereof which has been closed in terms of subsection (1), or in a family plot in contravention of any conditions determined in terms of subsection (3).

6. Alternatives to burial

If, necessitated by the requirements of the environment, there is a shortage of land for burial purposes, and subject to the provisions of any other law respecting the rights of persons, the Municipality may require that any method other than burial be used to dispose of a body.

CHAPTER 2: GENERAL PROVISIONS RELATING TO CEMETERIES AND CREMATORIES

7. Appointment of caretaker

(1) The Municipality may appoint a caretaker for every cemetery or crematorium to control and administer the cemetery or crematorium.
(2) The caretaker must take into account the customs of the deceased person and the persons responsible for the burial or cremation and accommodate them within the framework of this by-law.0

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8. Hours of access for the public

(1) Every cemetery shall be open to the public during the hours determined by the municipality, but if it is in the interest of the public, the Municipality may close a cemetery or crematorium or part thereof to the public for such times as may be necessary. The hours are as follows:
Mondays – Fridays: 08:00 – 18:00
Saturdays and Sundays: 08:00 – 18:00
Public Holidays: 08:00 – 18:00
(2) No person, excluding workers and persons with permission, may enter or remain in a cemetery or crematorium or part thereof before or after the hours mentioned in subsection (l), or during the times when it is closed to the public.
(3) The municipality must display the hours during which each place of interment is open to the public on a notice board at the entrance to the place of interment.
(4) With special permission, the council may grant permission for persons to visit the cemetery after hours if there is a good reason for doing so. Prior written permission must be obtained from the Municipal Manager or Director Technical Services at least 24 hours before the visit is to take place.

9. Staying on paths
Except for purposes permitted in terms of this by-law, a person may only use a path provided in a cemetery, and failure to do so is an offence.

10. Prohibited conduct within cemeteries and crematoria
(1) No person may -
(a) Cause or create or cause to be created a disturbance or nuisance in a cemetery or crematoria;
(b) enter or leave a municipal cemetery except through the gates provided for that purpose;
(b) use a cemetery or crematoria as a passageway or passageway.
(c) Sit or stand on or climb upon or over any memorial stonework, gate, wall, fence or building in a municipal cemetery;
(d) drive a hearse or any other vehicle in a municipal cemetery except on the roads provided for that purpose;
(e) remove or pick flowers, wreaths, containers or anything else from a grave in a municipal cemetery;
(f) ride an animal or bicycle without the approval of the caretaker;
(g) bring an animal into a cemetery or allow it to wander there, with the exception of a blind person using a guide dog;
(h) plant, cut, pick or remove any tree, plant, shrub or flower without the permission of the caretaker;
(i) hold or participate in a demonstration;
(j) interrupt a funeral or disturb an official, worker or labourer in the service of the Municipality in the performance of his or her duties;
(k) obstruct, resist or oppose the caretaker in the course of his or her duties, or refuse to comply with any order or request which the caretaker is authorised to make in terms of this by-law;
(l) mark, draw, write or erect any advertisement or object on any wall, building, fence, gate, memorial or other structure;
(m) use water for any form of gardening without the consent of the caretaker;
(n) leave any rubbish, soil, stones, rubbish or waste;
(o) damage or deface any part of a cemetery or crematorium or anything therein in any way;

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(p) solicit any business, order or exhibition, or distribute or leave any tract, business card or advertisement;
(q) treat a grave or memorial with disrespect, such as by climbing or sitting on it;
(r) enter any office, building or enclosed place, except in connection with lawful business;
(s) expose a body or part thereof;
(t) not exceed the prescribed maximum speed of 20 km per hour;
(u) not allow any animal, with the exception of a caretaker residing on the premises who keeps pets with the permission of the municipality;
(v) not bring or consume any alcohol;
(w) be in possession of any firearm or traditional weapon except in the case of a police or military funeral;
(x) stay overnight; or
(y) erect any shelter.

(2) No corpse may be transported –

(a) Except in a suitable, purpose-made coffin, container or body bag;
(b) In an indecent manner;
(c) In a manner that the corpse is visible;
(d) Without the prior permission of the Caretaker where the transportation of the corpse must take place in another manner due to other tradition, funeral customs and requirements.
(3) The Superintendent may, in respect of cemeteries and crematoriums, give directions which shall be complied with in respect of –
(a) Execution and quality of any work performed;
(b) Movement and parking of vehicles;
(c) Conduct and control of any ceremony and procession;
(d) Placement of structures, seating, sound reinforcement apparatus and volume thereof and any other equipment used at the ceremony and procession;
(e) The limitation of the duration of a ceremony or procession;
(f) General conduct or other aspect which may be necessary for the safety or good order, dignity and serenity.
(4) A person who contravenes any provision of subsection (1) and (2) commits an offence.

11. Right to interest in land
(1) No person shall acquire any right to or interest in any land or grave in a cemetery, other than that which may be acquired in terms of this by-law.
(2) The Municipality may, subject to the provisions of section 17 and on payment of the prescribed fee, reserve a grave in a cemetery.

CHAPTER 3: GENERAL PROVISIONS IN RELATION TO BURIAL ORDERS

12. Authorisation to bury
(1) No person may bury a body in the municipal area other than in a cemetery.
(2) No person may bury a body in a municipal cemetery except –
(a) with the written consent of the Superintendent
(b) in accordance with the conditions stated in such written consent/certificate.
(3) (a) An applicant for consent in terms of sub-section (2) must provide the Superintendent with the following-
(i) a death certificate or certificate of stillbirth;
(ii) a funeral order;

DRAFT

(iii) proof that the applicable fees have been paid; and

(iv) such information as the Superintendent may require

(v) any other documentation prescribed by legislation

(b) and where applicable-
(i) details of cultural or religious customs in question;
(ii) a sworn affidavit of a next of kin or where not practicable, a family member granting permission for the disposal of the body in the manner requested.
(c) and in the case of a funeral director-
(i) a copy of his current registration and competency certificate as referred to in section 24;
(ii) where the burial order was issued by the undertaker, a copy of proof in terms of section 4 of the Births, Deaths and Marriages Act, 1992 (Act 51 of 1992)
(4) A grave must be booked with the Municipality-
(a) a minimum of 48 hours before the burial taking place during weekdays; and
(b) a minimum of 72 hours before burials taking place at weekends.
(5) If the grave site was reserved before the commencement of this By-law, the relevant documents and payment advice thereof must be produced.
(6) (a) In every case where the burial of a body is authorised, the grave shall be numbered by the Municipality or a number shall be allocated for the placing thereof and no person may bury a body in any grave other than that which the Municipality has allocated for such purpose.
(b) Any permanent memorial stonework placed on the grave must display the allocated grave number in a clear and permanent manner on the lower left-hand side.
(7) (a) Subject to the provisions of section 23(7), more than one body may be buried in a single grave in the case of a family, provided that no more than two coffins are used and further that the lid of the upper coffin is in no case less than 1050mm from the ground surface.
(b) Where more than one body is placed in the same coffin, each body must be in a body bag.
(8) No person may bury a body in a coffin that is not made of perishable material.
(9) The Municipality reserves the right to examine the contents of a coffin prior to the burial thereof.

13. Times for burials and cremations

(1) A burial and cremation may take place during the times approved by the municipality.

(2) The caretaker shall allocate a time for burial to a person referred to in section 10(2) and times not used as allocated shall be postponed to a time which is available and which does not inconvenience other burials taking place on their allocated time.

(3) Notwithstanding the provisions of subsection (I), the caretaker may permit burial or cremation outside the times contemplated in subsection (I) in which case the Municipality may charge additional fees.

(4) A person who buries or cremates a body in contravention of subsections (I) and (2) commits an offence.

14. Register
The caretaker must keep a record of all burials, and the record must contain the following:

DRAFT

(a) the particulars of the person who requested the burial or cremation;
(b) the particulars of the deceased such as the name, address and identity number;
(c) the date of burial or cremation; and
(d) in the case of a burial, the number of the grave.

(At all offices where cemeteries are located in the town concerned, a cemetery register must be uploaded onto the approved Collaborator system. The financial / administrative administrator or clerk of the relevant office handles the Collaborator system. The grave information is provided by the Technical Department.)

15. Burial of indigent persons
(1) The removal and burial of an indigent person who has died within the jurisdiction of the municipality is the responsibility of —
(a) the municipality if:
(i) the indigent person's body has not been claimed by a competent person; or
(ii) if a competent person has undertaken to bury the body of an indigent person but has failed to do so;
(b) a hospital or other institution in terms of the provisions of section 48(2) of the Health Act, 1977 (Act 63 of 1977), if the indigent person died in that hospital or other institution.

(2) The municipality may, in terms of the provisions of section 48(2A)(a) of the Health Act, 1977 (Act 63 of 1977), direct that the body of an indigent person may be disposed of in any other suitable manner than by burial.

3) The bodies of more than one indigent person may be buried in one grave.

(4) Where the body of an indigent person as contemplated in subsection (2) is cremated, the caretaker of the crematorium must retain the ashes and bury the ashes in a grave if they are not claimed.

16. Burial or Cremation of Indigent Persons

Criteria
The Council must establish criteria in terms of which the Municipality shall bear the cost of burying an indigent person.

Burial of an indigent person and an indigent person
(1) A person may apply to the Municipality for the burial or cremation of a body of an indigent person and must provide evidence that the deceased meets the status of indigent person in terms of section 18. The applicant and any next of kin must accept any conditions determined by the Municipality.
(2) The Superintendent may decide whether the body of an indigent person shall be buried or cremated or otherwise disposed of.
(3) The Superintendent may, if the ashes of an indigent person are not claimed within three
(3) months, bury the ashes in a grave or scatter them in a garden of remembrance.
(4) (a) Subject to the National Health Act, Act 61 of 2003, and section 10 of the Human Tissue Act, Act 65 of 1983, the body of an indigent person or an unclaimed body may be buried, cremated or otherwise disposed of;
(b) The body of a person referred to in sub-sections (1) and (4)(a) –
(i) may be buried in any grave, or in the lawn section;

DRAFT

(ii) notwithstanding the provisions of section 9(7)(a), a total of three such bodies may be buried in one grave;
(iii) only memorial stonework as referred to in sub-section 5(a) may be placed on such grave;
(iv) in the event of cremation the Warden shall keep the ashes in custody for a period of three months after which they shall be buried in a grave or scattered in a garden of remembrance, if unclaimed,
(5) (a) The graves in the lawn section shall be marked by a plaque and grave number and where known particulars of the person and dates of death and burial.
(b) Full particulars which are available shall be entered forthwith in the register referred to in section 12.
(c) The space between the graves may be closer together and where necessary or appropriate, the provisions of section 13 may be deviated from.

17. Number of bodies in one coffin

(1) Subject to the provisions of subsection (2) and section 13(3), a coffin may contain only one body.
(2) If the consent of the superintendent has been obtained and the prescribed fees have been paid, a coffin may contain more than one body in the case of —
(a) a mother and child who have died in childbirth; or
(b) family members who —
(i) have died together; or
(ii) have died shortly after each other, and the burial or cremation of the first deceased member has not yet taken place.
(3) A person who contravenes the provisions of subsection (I) or who fails to obtain the consent referred to in subsection (2) commits an offence.

CHAPTER 4: BURIALS

18. Grave sites and graves

(1) The Municipality must demarcate grave sites in accordance with an approved layout plan.
(2) No person shall –
(a) bury a body unless the grave is of such depth that the top of the body, or if it is in a coffin or container, the top of the coffin or container, is not less than 1 050 mm below the surface of the ground when the grave is filled up;
(b) subject to the provisions of section 23(7), bury more than one body in a grave unless the grave is dug to such depth that sub-section (a) as well as section 9(7) can be complied with and the first body, or if that body is in a coffin or container, such coffin or container is covered with 100mm of reinforced concrete or 300mm of earth when the second body is buried; or
(c) remove a body from a grave for the purpose of enlarging such grave.
(3) In cases where deeper, longer or wider graves than the standard dimensions for grave sites are required, application must be made to the Warden at least 48 hours before the burial takes place, and an additional fee may be charged.
(4) The standard dimensions for graves are:
(a) Adults (one body): 774
(i) Length: 2 200mm
(ii) Width: 1 200mm
(iii) Depth: 1 800mm

(b) Adults (two bodies)
(i) Length: 2 200mm

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(ii) Width: 1 200mm
(iii) Depth: 2 400mm
c) Children:
(i)Length: 1 350mm
(ii)Width: 600mm
(iii)Depth: 1 500mm

(5) (a) The person referred to in section 9(3), or the person who dug the grave, must, after the burial, tidy the area around the grave, including the paths and graves, and remove all loose soil, remains or other material or that has been exposed.
(b) The responsible person who arranges the burial must take reasonable steps to prevent damage to surrounding graves and memorial stonework during the burial or ceremony, or prevent the insorptiveness of the grave sides and take appropriate steps to prevent a collapse.

19. Burial
(1) The lid of a coffin, or where one coffin is buried on top of another, the lid of the uppermost coffin, may not be less than 1200mm from the natural ground level.
(2) A person responsible for a burial must ensure that the surrounding property is not damaged and that graves are not sunk.
(3) Heaps of earth on top of graves may be removed by the municipality one month after the burial.
(4) When a burial is completed, it is the duty of the undertakers or the person who dug the grave to ensure that there is no earth or any other waste on or in the surrounding areas (paths and graves).
(5) Any person who buries a coffin in contravention of the provisions of subsection (l) or who contravenes subsections
(2) or (4) commits an offence.

20. Reservation of grave
(1) A person wishing to reserve a grave shall submit an application to the authorized officer and pay the prescribed fee.
(2) A restriction may be placed on the reservation of graves, and reservations shall only be accepted for graves for adults in the monuments section as provided in sub-section (3).
(3) Only one adjoining grave may be reserved for a surviving family member for a period of 20 years, if sufficient grave space is available on payment of the prescribed fee to the municipality, subject to the provisions of section 20 and no refund shall be made in the event that the right conferred by the reservation is not exercised.
(4) Where a person other than the applicant has wrongfully used a grave, the caretaker shall allocate another grave in the cemetery to the applicant

21. Child's grave
The dimensions of a child's grave are the same as those prescribed for an adult and more than one child may be buried in the same grave, provided that there is at least 200mm of soil between the coffins and that there is at least 1200mm of soil between the lid of the upper coffin and the natural ground level.

22. Construction material of coffin
(1) A coffin that is ordered to be buried in a grave must be made of biodegradable material.

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(2) A person who buries a coffin in contravention of the provisions of subsection (I) commits an offence.

23. Number of bodies in one grave

Subject to the provisions of sections 18(2), 20(1) and 22, more than one body may be buried in a single grave.

24. Hearses and vehicles in cemeteries

(1) No hearse or vehicle shall enter a cemetery without the prior permission of the caretaker.

(2) No hearse or vehicle shall enter a cemetery other than by the routes set aside for that purpose.

25. Music in cemetery

Only sacred music shall be permitted in a cemetery, except in the case of a police or military funeral, in which case the prior permission of the caretaker must be obtained.

26. Number on grave

No person shall bury a body in a grave on which a pin marked with the number of the grave has not been affixed.

CHAPTER 5: Exhumation of Corpses and Re-Opening of Graves

27. Provisions for the Exhumation, Disturbance, Removal or Reburial of Corpses

(1) Subject to the provisions of any court order or other legislation relating to the exhumation or disposal of corpses, no person shall exhume, disturb, remove or rebury any corpse in a cemetery or permit or tolerate or permit any such corpse to be exhumed, disturbed, removed or reburied-

(a) without the prior written approval of the Municipality; and

(b) in contravention of any other legislation or such conditions as the Municipality and/or any medical practitioner appointed by the Municipality may determine.

(2) No person may exhume, disturb, remove or rebury a body unless an authorised employee of the Municipality or the Warden and a member of the South African Police are present.

(3) (a) No person may exhume, disturb, remove or rebury a body unless the relevant grave has been effectively screened during the process, if the Municipality so requires.

(b) The person responsible for exhuming the body must use an appropriate container for the removal of the body or remains.

(4) Subject to the provisions of a court or exhumation order in terms of any Act, any person who wishes to obtain the written approval contemplated in subsection (1) must apply in writing therefor and must-

(a) in such application-

(i) state where the body to be exhumed, disturbed, removed or reburied was buried and if and where such body is intended to be reburied;

(ii) state the reasons for the proposed exhumation, disturbance, removal or reburial; and

(iii) state the proposed methods and precautions to be employed and taken to prevent any health hazard or cause of nuisance from arising; and

(b) together with such application-

(i) submit a medical certificate as to the date and cause of death or a certified copy of such certificate;

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(ii) where the body is to be reburied in a grave outside the municipal area, submit the written approval of-

(aa) the Municipality in whose jurisdiction the body in question is intended to be reburied;

(bb) in the case of a private cemetery, the owner or other person in charge of such cemetery where the body in question is intended to be reburied;

(iii) Supporting documentation as may be required by legislation.

(iv) the written consent of a relative and, if there is no such surviving relative, the nearest available adult relative of the deceased concerned.

(5) Where a medical certificate or any written consent contemplated in subsection (4) is not or cannot be obtained, or is not granted, the written application contemplated in that subsection shall be accompanied by-

(a) full particulars of the efforts made to obtain such certificate or consent; and

(b) full reasons why the inability to obtain such certificate or consent should not prevent the extension of written consent in terms of subsection (1).

(6) The Municipality may, before acting on any consent in terms of subsection (1)-

(a) amend, adjust or delete any conditions so imposed; and

(b) impose additional conditions in respect of such consent.

(7) No person may open a grave for the purpose of interring a second body in the same grave unless-

(a) the grave has been initially deepened for this purpose;

(b) if not deepened, then only after 10 years have elapsed since the interment of the first body;

(c) for the purposes of burying a container containing ashes, the depth does not exceed 300mm; and

(d) the consent of the Municipality has been obtained, and

(e) the fees prescribed by the Municipality, if applicable, have been paid.

(8) If a body has been buried in contravention of the provisions of this By-law, the Municipality may, notwithstanding the provisions of section 23(1), exhume the body and rebury it in another grave after the next of kin of the deceased have been informed of the intended process and have been given the opportunity to be present.

CHAPTER 6 CARE OF GRAVES

28. Maintenance of graves and grave sites

(1) The person referred to in section 9(3), or the holder of a right to be buried in a site in a municipal cemetery, must keep that site and the memorial stonework and other building work thereon in good condition.

(2) The Municipality may, on application by a person referred to in sub-section (1) and on payment of the fees prescribed by the Municipality, undertake to maintain any grave for any period.

(3) The Municipality may, in its discretion, undertake to maintain any grave for any period at its own expense.

(4) No person shall-

(a) Without the consent of the Superintendent, plant any tree or shrub on a grave site; or

(b) Place material removed during the cleaning of a grave site in the municipal cemetery in any place in the cemetery other than that provided for such purpose.

(5) (a) The Superintendent may prune, cut off, cause to be removed or remove grass, any shrub, plant or flower in a municipal cemetery which in his opinion is unsightly, or which may be necessary for orderly maintenance.

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(b) A Superintendent may remove natural or artificial flowers and any container or other object placed on a grave if it is withered, tattered or damaged.

(6) The Municipality shall not be liable for any loss or damage to any memorial work or any object placed on any grave site nor for any compensation in respect of any memorial work removed or restored for whatever reason.

CHAPTER 7 : CREMATION

29. Containers and ashes

(1) Unless the ashes are to be buried by the Municipality, the person referred to in section10(1) shall provide a container on which the full name of the deceased person is indicated.

(2) The ashes must, after cremation, be collected by the person referred to in section 10(2) and if he or she should fail to collect the ashes, the ashes shall be dealt with in terms of section 30(1)

(3) Where it is intended to place a container in a niche in the columbarium—

(a) it must be — made of wood or stone; and

(ii) be of a size and design to fit in the niche; and

(b) if the niche is not intended to be sealed, there must be fixed to it a plaque engraved with the full name of the deceased person.

30. Burial and exhumation of ashes

(1) Where no arrangement has been made between the caretaker and the person referred to in section 29 in respect of ashes, the caretaker may bury or scatter the ashes in a garden of remembrance, where such a facility is available.

(2) A person may bury ashes in a —

(a) grave; or

(b) rest in a — columbarium;

(ii) wall of remembrance; or (iii) memorial.

(3) A person must obtain the consent of the caretaker if he or she intends to —

(a) bury ashes in a grave;

(b) to exhume ashes from a grave; or

(c) to scatter ashes; and the caretaker shall, on receipt of payment of the prescribed fee — grant written permission to the applicant to bury, exhume or scatter the ashes; and

(ii) in the case of burial or exhumation, prepare the grave for the purpose.

(4) A grave for the burial of ashes or a niche in a columbarium shall measure 61 Omm in length, 61 Omm in width and 61 Omm in depth.

31. Cremation certificate

(1) The caretaker shall, on completion of a cremation, provide a cremation certificate to the person referred to in section 29(1).

(2) The caretaker shall, on application and on payment of the prescribed fee, provide a duplicate cremation certificate to a person.

CHAPTER 8: ERECTION AND MAINTENANCE OF MEMORIAL STONEWORK

32. Consent of Municipality

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(1) No person may, without the written consent of the Municipality, bring in, erect, alter, paint, clean, restore, decorate, remove or otherwise interfere with any memorial work at a cemetery, or affix any inscription thereon.

(2) When a memorial work is erected, the following must be provided:

(a) a plan giving an indication of the dimensions and location;

(b) specifications of the material from which the memorial work is to be made; and (c) the wording on the epitaph.

(3) The plan must be submitted 30 days before the erection commences and the municipality may determine such conditions as it may deem fit.

(4) No person shall bring any material for the manufacture of memorial work into a cemetery unless:

(a) the provisions of subsections (I) to (3) have been complied with; and

(b) evidence of payment of all fees due in respect of such grave has been submitted.

(5) The Municipality's permission for the proposed work is valid for six months only, and if the memorial work is not erected within the prescribed period, a new application must be submitted.

(6) The grave number must be indicated in a professional manner in figures 30mm in size.

(7) A person who contravenes the provisions of subsections (I),(4)(a) or (6) commits an offence.

33. Requirements for erection of memorial works

(1) A person who erects a memorial work must comply with the following:

(a) he or she must be in possession of a plan approved by the municipality;

(b) all work must comply with the conditions imposed in terms of section 32(3);

(c) the proceedings must be of such a nature that no damage is caused to any structure and that no offence is given;

(d) where the memorial has a pedestal at ground level or on the berm, the pedestal may not exceed 900mm in length, 250mm in width and 250mm in height for a single grave, and not exceed 2700mm in length, 250mm in width and 250mm in height for a double grave; the name of the manufacturer may be displayed on a memorial work with the consent of the next of kin, but no address or other particulars may be added, and the space occupied by it may not exceed 40 x 100mm;

(f) tiles in the Garden of Remembrance shall be 240mm x 300mm in size and shall be of corrosion-resistant metal; and after the erection of a memorial work all unused material shall be removed and the adjacent areas shall be kept neat and clean, and any damage caused in the process shall be repaired at the expense of the person who caused the damage, and if the party concerned fails to undertake repairs after being notified thereof, the municipality shall undertake such remedial work at the expense of the person who erected the memorial work.

(2) A person who fails to comply with the provisions of subsection (1) commits an offence.

34. Placement, movement and removal of memorial works

(1) No person may erect a memorial work on a grave until the position in which such memorial work is to be placed has been indicated by the municipality.

(2) If the provisions of subsection (1) are not complied with, the municipality has the right to change the position of the memorial work and recover the cost from the person who erected the memorial.

(3) Where a memorial work was initially placed in a certain position with the express consent of the municipality or its employee, any change of position in terms of this section shall be carried out at the expense of the municipality.

(4) A memorial work which is placed, erected, constructed, altered, decorated, painted or otherwise dealt with in a manner which is contrary to the provisions of this by-law may,

DRAFT

after due notice, be removed by the municipality at the expense of the person who erected it, and no compensation shall be paid.

35. Repairs to memorial works

(1) If the person who erected a memorial work allows it to deteriorate to such an extent that it constitutes a danger or disfigures the cemetery, the municipality may serve a notice of compliance as contemplated in section 56 on such person.

(2) If the person referred to in subsection (l) fails to comply with the notice of compliance, the municipality may dismantle or remove the memorial work and recover the costs associated with such dismantling or removal from the person on whom the notice was served.

(3) If the person referred to in subsection (l) cannot be located, the municipality may dismantle or remove the memorial work.

36. Supervision of work

A person engaged in work in a cemetery must undertake the work under the supervision of the caretaker and any failure to comply with his or her instructions is an offence.

37. Transport of memorial works

No person may transport any stones, bricks or memorial works in a cemetery on a vehicle or truck which may cause damage to the roads or grounds or structures of the cemetery.

38. Vehicles and tools

Any person engaged in work on a grave or site must ensure that the vehicles, tools and equipment are of such a nature that this by-law is not contravened and that they do not block any road.

39. Times for bringing in materials and doing work

(1) No person may bring in any memorial work or material or do any work at a cemetery during any time other than the official working hours of municipal employees from Monday to Friday, except the dismantling of memorial works for burial purposes.

(2) No person may do any work that may be disruptive when a funeral is being held and this applies for the duration of the funeral.

40. Proof of written consent

A person doing any work or on his way to or from work in a cemetery must, at the request of the municipality, produce the written consent issued in terms of section 32.

41. Memorials in crematoriums

(1) Unless a body has been cremated in a crematorium, or if a certificate of cremation issued by another crematorium is produced, no person shall erect a memorial in a crematorium without the prior consent of the superintendent.

(2) A memorial

(a) if erected in a garden of remembrance:

shall be made of marble or granite; and

(ii) shall not exceed 250mm in width, 305mm in length and 25mm in thickness;

(b) if intended to seal a niche, the size and material shall be compatible with the adjacent memorial, and a photograph of the deceased may be affixed thereto; or

(c) on a grave, shall not exceed 1,2m in height, 610mm in length and 610mm in thickness.

DRAFT

42. Neglected memorial work

(1) Whenever the person who has erected a memorial work in a municipal cemetery allows it to fall into such disrepair as, in the opinion of the Superintendent, constitutes a danger or is a defacement to the municipal cemetery, the Superintendent may, by notice in writing to the person's last known address, require him to carry out such repairs as may be specified in the notice, and where the address of such person is unknown, the notice shall be published once for two consecutive weeks in a newspaper circulating in the area.

(2) The Municipality may, in the event of failure to carry out the required repairs within three months from the date of service or publication of the notice, carry out the repairs or remove the memorial work without payment of compensation and may recover the cost of such repairs or removal from such person if possible.

43. Commonwealth War Graves

The graves of persons who died in wars and whose graves are cared for or maintained by the Commonwealth War Graves Commission in terms of the Commonwealth War Graves Act, 1992 (Act 8 of 1992), or the South African Heritage Resources Agency in terms of the National Heritage Resources Act, 1999 (Act 25 of 1999), or by any other recognised body, or by any other government may, by application to the municipality, be exempted from the provisions of this chapter.

CHAPTER 9 : DIVISIONS IN CEMETERIES

44. Municipality may establish divisions

The municipality may establish one or more of the following divisions in a cemetery.

(a) monuments division;
(b) open division;
(c) aesthetic division;
(d) berm division;
(e) Heroes' Acre; and
(f) Garden of Remembrance.

44. Monuments Section

(1) Memorial stonework may be erected on the entire surface of the grave subject to the provisions of section 33 and provided that the following dimensions are not exceeded:
(a) Height: 2000mm
(b) Width: 900mm in the case of a single grave, and 700mm in the case of a double grave (c) Thickness: 250mm

(2) Flowers, foliage, wreaths or any decoration may only be placed on the berm of graves.

(3) A person commits an offence if he or she:
(a) exceeds the dimensions set out in subsection (l); or (b) contravenes subsection (3).

45. Memorial section

(1) Memorial work may be erected upon the whole surface of a grave subject to the provisions of section 33 and provided that the following measurements may not be exceeded:

(a) Height: 2 000 mm.
(b) Width: 900mm in case of a single grave, and 700 mm in case of a double grave.
(c) Thickness: 250 mm.

DRAFT

(2) Flowers, foliage, wreaths or any adornment may be placed upon the berm only of graves, except in the case of graves which have not yet been levelled.

(3) A person commits an offence if he or she:
(a) exceeds the measurements stipulated in subsection (1); or
(b) contravenes subsection (2).

46. Open Section

In this section only a grave may be purchased, and at a later stage permission may be sought to erect a memorial stone work on payment of the prescribed fees.

47. Aesthetic Section

(1) Only a headstone may be erected, and a slab may not be laid and a curb may not be used around the grave.
(2) The dimensions of a headstone are as follows:
(a) Adult graves:
(i) Single grave: 900mm in length by 260mm in width.
(ii) Double graves: 2200mm in length by 260mm in width.
(b) Children's graves:
(i) Single grave: 61 Ommin length by 260mm in width.
(ii) Double grave: 1200mm in length by 260mm in width.
(3) No headstone shall exceed a height of 1500mm above the berm.
(4) A person who contravenes this provision commits an offence.

48. Berm section

(1) A cement base shall be laid at the head of the grave on which a memorial stone work is to be erected;
(2) The following dimensions shall be complied with:
(a) the base shall not exceed 1200mm in width and 250mm in thickness;
(b) horizontal at ground level; and
(c) on a cement foundation.
(3) A person who contravenes this provision commits an offence.

49. Garden of Remembrance

(1) This section contains the wall of remembrance with niches, and a garden area in which plaques may be erected.
(2) A container to be placed in a niche may not exceed 300mm x 150mm x 150mm in size.
(3) Flowers and foliage may only be placed in places where provision has been made for them.

50. Heroes' Acre

(1) A heroes' acre consists of a structure specifically erected for that purpose and does not contain any corpse, but is only a memorial.
(2) No person may erect such a structure without the written approval of the municipality, and the municipality itself shall decide on the merits of such a matter.
(3) The size of the structure must be 500mm x 350mm and must be made of corrosion-free metal or masonry on which, inter alia, the contribution made by the person is recorded.
(4) A person who disposes of a corpse contrary to subsection
(1) or contravenes subsection
(2) or who fails to comply with the requirements of subsection
(3) commits an offence.

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CHAPTER 10: PRIVATE CEMETERIES

51. Takeover of private cemeteries by the Municipality

(1) The Municipality may take over any private cemetery within its area on certain requirements and conditions.

(2) Before the Council decides to take over a private cemetery, the Municipality's intention to take over such private cemetery must be advertised and the public must be invited to submit comments to the Municipality.

(3) Upon the takeover of a private cemetery by the Municipality in terms of this section –

(a) The ownership of all movable and immovable property and other assets in connection with such cemetery, subject to any trusts or conditions, shall vest in the Municipality;

(b) All income and other monies payable or recoverable in respect of such cemetery shall be payable to and recoverable by the Municipality.

(c) All other rights and privileges and all liabilities and obligations in respect of such cemetery shall vest in the Municipality and the Municipality may continue to prosecute and defend all legal proceedings instituted in respect of such cemetery and do all things necessary or expedient in connection with such proceedings; and

(d) The Municipality shall acquire the control and management of such cemetery.

52. By-law applicable

The provisions of this by-law shall apply mutatis mutandis to private cemeteries

53. Establishment and continued use of cemeteries

(1) No person shall establish a private cemetery without the prior approval of the Municipality, and no owner of a private cemetery already in existence shall, if the use of the cemetery has not been previously authorised by the Municipality, continue to use the existing cemetery for burial purposes.

(2) A person intending to apply to the municipality for permission to establish a cemetery as contemplated in subsection (l) must submit a written application to the municipal manager together with:

(a) a site plan on a scale of not less than 1:10 000 showing .

the position of the proposed cemetery or existing cemetery in relation to the boundaries of the land on which it is proposed to be established or on which it is situated;

(ii) the registered description of the site;

iii) all streets, public places and privately owned land within 100 metres of the site;

(b) a "block plan" on a scale of not less than 1:500 indicating the position of external boundaries, internal roads and paths, subdivisions, burial grounds, drainage and any existing buildings or buildings proposed to be erected;

(c) a plan with sections on a scale of not less than 1:100 of any existing buildings or buildings proposed to be erected, which in this case must comply with the National Building Regulations and the municipality's Water Services and Sanitation By-laws;

(d) a list of registers or records kept or proposed to be kept with reference to — identification of graves;

(ii) sale or transfer of grave sites, transfer of grave sites;

and

(iii) burials;

(e) the full names and addresses of the owner;

(f) particulars as to the nature of the title under which the owner holds or will hold the land on which the cemetery is to be established or used as a cemetery, and whether such land is subject to any bond or trust; and

a schedule of the proposed funeral fees to be levied or actually in force.

(3) On receipt of an application, the municipality must place a notice in one or more newspapers circulating in the area stating the nature of the application and specifying a date, which shall not be less than 14 days after the date of publication of the notice, on which objections to the approval of an application may be lodged with the municipality.

(4) The municipality may, upon receipt of payment by the applicant of the proposed fees, and if, after consideration of the application and any objections that may be lodged, it is satisfied that the establishment will not interfere with any public convenience, or create any nuisance or danger to public health is likely to occur or arise, grant written consent for the establishment of the private cemetery or continued use of the private cemetery.

(5) No departure from the approved plans shall be permitted without the prior written consent of the municipality.

(6) A person who contravenes any provision of subsections (l) or (5) commits an offence.

54. Duties of owners

(1) The owner of a private cemetery for which the consent of the municipality has been obtained must -

(a) comply with:

any special conditions prescribed by the municipality; and

(ii) the provisions of this by-law and any other law applicable thereto.

(b) keep a record showing:

the number and owner of each grave site; and

(ii) the number of burials in each grave site and the name, age, sex, last known address, date and cause of death of the deceased;

(c) keep the grounds, fences, roads, paths and drainage ditches in good condition and clear of grass and overgrowth;

(d) provide for the identification of grave sites by dividing the cemetery into blocks, and:

each block must be demarcated by means of signs indicating the number and location in each block;

(ii) the graves or grave sites in each block must be individually numbered by means of durable number plates; and

(iii) all signs and number plates must be maintained in a neat and legible condition.

(e) permit an officer to enter the cemetery or inspect the cemetery and all records kept in connection therewith;

(f) on or before the 7th day of each month, furnish a monthly return to the municipal manager containing the following information:

name, last known address, age, sex, date and cause of death of each deceased person buried in the cemetery;

(ii) name of the medical practitioner who issued the death certificate;

(iii) who authorised the burial order;

(iv) block and grave plot number;

(v) date of burial; and

(vi) particulars of any change in the identification of the caretaker or of a newly appointed person.

on or before the 30th day of June of each year, furnish a return to the municipal manager containing a detailed list of the names and addresses of all trustees, committee members or persons in charge of the cemetery or crematorium; (h) appoint a caretaker to manage the cemetery and keep all records.

(2) The owner of a private cemetery or property may refuse permission to bury or cause to be cremated a body in such cemetery.
(3) A person who contravenes the provisions of subsection (1) commits an offence.

CHAPTER 11: CEMETERIES IN DISUSE

55. Use of cemeteries in disuse

(1) Notwithstanding any provision in this by-law and subject to the provisions of subsection (4), the municipality may use any cemetery or part thereof, which has been closed or unused for a period of at least 20 years, and over which the municipality is the burial authority, for any purpose without damaging or desecrating the land, graves or memorial stonework.
(2) The municipality may, subject to the provisions of subsection (4) and provided that the municipality is the burial authority, remove to another cemetery the human remains, memorial stone works and other structures in a cemetery which has been closed or unused for a period of not less than 20 years, and the use of which has been approved for another purpose.
(3) All rights held or enjoyed by any person in respect of a cemetery as referred to in subsection (2) shall be terminated if an act is carried out pursuant to subsection (2).
(4) Before the municipality may act in terms of subsections (1) and (2), notice of the intention must be given in terms of the municipality's public participation policy.

CHAPTER 12: GENERAL

56. Authentication and service of orders, notices and other documents

(1) An order, notice or other document requiring authentication must be duly signed by the Municipality.
(2) Any notice or other document served on a person in terms of this by-law shall be deemed to have been served if it was served in accordance with section 115(1) of the Local Government Municipal Systems Act 2000 (Act 32 of 2000).
(3) Service of a copy shall be deemed to be service of the original.
(4) Any legal process shall be effectively and sufficiently served on the Municipality when delivered to the municipal manager or a person present in the municipal manager's office.

57. Complaint

A person wishing to lodge a complaint must lodge it in writing with the municipality.

58. Notice of compliance and representations

(1) A notice of compliance must contain the following:

(a) the name and residential and postal address, if either or both of them are known, of the person.
(b) the nature of the state of disrepair;
(c) the steps required to rectify the memorial stone work in such detail as to enable the notice to be complied with;
(d) that the person must carry out the work to comply with the notice within a specified period, must continue faithfully with the steps, and must complete the work before a specified date;
(e) that failure to comply with the requirements of the notice within the period referred to in subsection (d) is an offence;
(f) that written representations as contemplated in subsection (3) may be made to the municipality within the period specified in subsection (d) at a place specified.

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(2) The municipality must take the following into account when considering any measure or period referred to in subsections (l)(d) and (e)•

(a) the principles and objectives of this by-law;

(b) the state of lapse;

(c) any measures proposed by the person on whom it is proposed to impose measures; and (d) any other relevant factors.

(3) A person may, within the period referred to in subsection (l)(f), make representations in the form of an affidavit or affirmation to the municipality at the place specified in the notice.

(4) Representations not made within the prescribed period shall not be considered, unless the person can show good cause for the late submission of representations and the municipality condones the late submission of representations.

(5) The municipality must consider all representations from an authorised officer or any other person and any comments thereon, if any.

(6) If necessary, the municipality may, on its own initiative, make any further investigations to confirm the facts and the result of the investigation must be made available to the person, who must be given an opportunity to make further comments, and the municipality must also consider the further comments.

(7) The Municipality must, after considering the representations and receiving any comments, make a written order and serve a copy thereof on the person.

(8) The order must:

(a) set out the findings of the municipality;

(b) confirm, vary or set aside the notice of compliance in its entirety; and

(c) specify a period within which the person must comply with the order made by the municipality.

(9) If the notice of compliance is confirmed in whole or in part, or varied but not set aside, the municipality must notify the person that he or she:

(a) must comply with the obligations contained in the notice; or

(b) may elect to contest the matter in court.

(10) If the person elects to contest the matter in court, he or she must notify the municipality within seven calendar days of his or her intention to contest the matter in this way.

(11) If the person does not elect to contest the matter in court, he or she must comply with his or her obligations in terms of the notice within the prescribed manner and time.

59. Costs

If a person fails to comply with the measures required of him or her in terms of a notice, the municipality may recover from the person all costs incurred as a result of the municipality's action in terms of section 56.

60. Appeal

A person whose rights are affected by a decision delegated by the municipality may appeal against the decision by giving written notice of the appeal and the reasons therefor to the municipal manager in terms of section 62 of the Local Government: Municipal Systems Act 2000, (Act 32 of 2000) within 21 days from the date of notification of the decision.

61. Fees

If a person fails to pay the prescribed fees, the municipality may act in accordance with the provisions of its Credit Control and Debt Collection By-law.

62. Penalties

DRAFT

(1) Any person who continues to commit an offence after being given notice to cease the offence, or after being convicted of such an offence and continues to do so, is guilty of a continuing offence.
(2) Any person who contravenes any provision of this By-law or who fails to comply with any provision thereof or who contravenes or fails to comply with any notice or condition in terms of this By-law, makes a false statement, or furnishes false, incorrect or misleading information, shall be guilty of an offence and shall be liable on conviction-

(a) to a fine or to imprisonment or to both a fine and such imprisonment, and
(b) in the case of a continuing offence to an additional fine or to an additional period of imprisonment or to such additional imprisonment without the option of a fine or to both such additional fine and imprisonment for each day that such offence continues; and
(c) to an order for compensation equal to any costs and expenses alleged by the court to have been incurred by the Municipality as a result of such contravention or failure.

63. Exemptions

(1) Any person may, by means of a written application setting out the reasons, apply to the Municipality for an exemption from any provision of this by-law.
(2) The Municipality may:

(a) approve an application for an exemption in writing and impose conditions, and where conditions are imposed, the terms thereof and the period for which the exemption shall remain valid; (b) vary or cancel any exemption or suspend a condition; or (c) refuse to approve an exemption.

(3) An exemption shall not take effect until the applicant has undertaken in writing to comply with all conditions imposed in terms of subsection (2), and if the activity commences before such undertaking has been submitted to the Municipality, the exemption shall lapse.
(4) If any condition of an exemption is not complied with, the exemption shall lapse.

64. Community liaison forums

(1) The municipality may establish one or more community liaison forums to develop and maintain cemeteries and crematoriums and to promote the promotion of a healthy environment.
(2) A liaison forum may consist of:

(a) a member or members of an interest group, or an affected person;
(b) a member or members of a community in whose immediate vicinity
a cemetery or crematorium is located;
(c) a delegated official or officials of the municipality;
(d) the councillor responsible for cemeteries and crematoriums.

(3) (a) The municipality may, when considering an application for a permission, permit or exemption certificate in terms of this by-law, where applicable, request the input of a liaison forum.
(b) A liaison forum or any person or persons referred to in subsection (2) may, on its own initiative, send an input to the Municipality for consideration.

65. Repeal of by-laws

(6) The provisions of any by-laws previously promulgated by the municipality or by any of the abolished municipalities now incorporated into the municipality are hereby repealed in so far as they relate to matters provided for in this by-law and in so far as they were made applicable to the municipality by the authority for the exercise of powers and authorities in terms of section 84(3) of the Local Government: Municipal Structures Act, Act 117 of 1998.

DRAFT

66. Short title and commencement

This by-law may be known as the Cemeteries and Crematoriums By-law and shall come into operation on the date of publication in the Provincial Gazette.

DRAFT

9.7 ORGANOGRAM CHANGES: DEVELOPMENT PLANNING

File number / Verwysingsnommer: 4/2

Meeting date / Vergadering datum: 29 April 2026

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

PURPOSE OF REPORT / DOEL VAN VERSLAG

To present the proposed amendments to the organogram of Development Planning.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Post B024 (Assistant Town Planner) is currently located in the Spatial & Economic Development structure. The post is both vacant and unfunded. A review of operational requirements and functional alignment indicated that the duties historically associated with this post align more appropriately with the statutory and regulatory functions performed within the Municipal Planning Department.

The duties linked to the Assistant Town Planner role are primarily municipal planning functions, including land use management, zoning administration, SPLUMA compliance, development application assessment, and support to statutory planning processes.

These functions form part of the core mandate of the Municipal Planning Department, not Spatial & Economic Development, whose focus is broader, strategic, and developmental in nature. The post must move to the correct department.

Provision was made to fill the Assistant Town Planner post with effect from 1 July 2026.

At the **Sub-Committee meeting** held on **1 April 2026**, the Municipality engaged in formal consultation with both SAMWU and IMATU regarding the proposal to change the reporting line of the Assistant Town Planner position.

During the consultation process, both unions were afforded the opportunity to provide input and raise any concerns. SAMWU and IMATU indicated that they have no objections to the proposal.

The item served at the **Portfolio Committee meeting** of **15 April 2026** where the following recommendations were made:

"1. That the reporting line of the Assistant Town Planner (B024) change and that this post report to the Town Planner (B008) post.

2. That the item be referred to Council for approval."

Find attached the current and proposed organograms for the four departments.

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **29 April 2026** 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

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the item is noted. The recommendations are supported as there are budget provisions in the new budget to support the change.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

The proposed changes are supported. The content of the report has been discussed with the writer of the item.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

The proposed changes are supported. The content of the report has been discussed with the writer of the item.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

The content of the report is noted.

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

That the reporting line of the Assistant Town Planner (B024) change and that this post report to the Town Planner (B008) post.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Acting Director: Corporate Management – Mr Deon Lewis-Michaels

ATTACHMENTS / STAWENDE DOKUMENTE

Current and Proposed Organograms for Town Planning & Spatial & Economic Development.

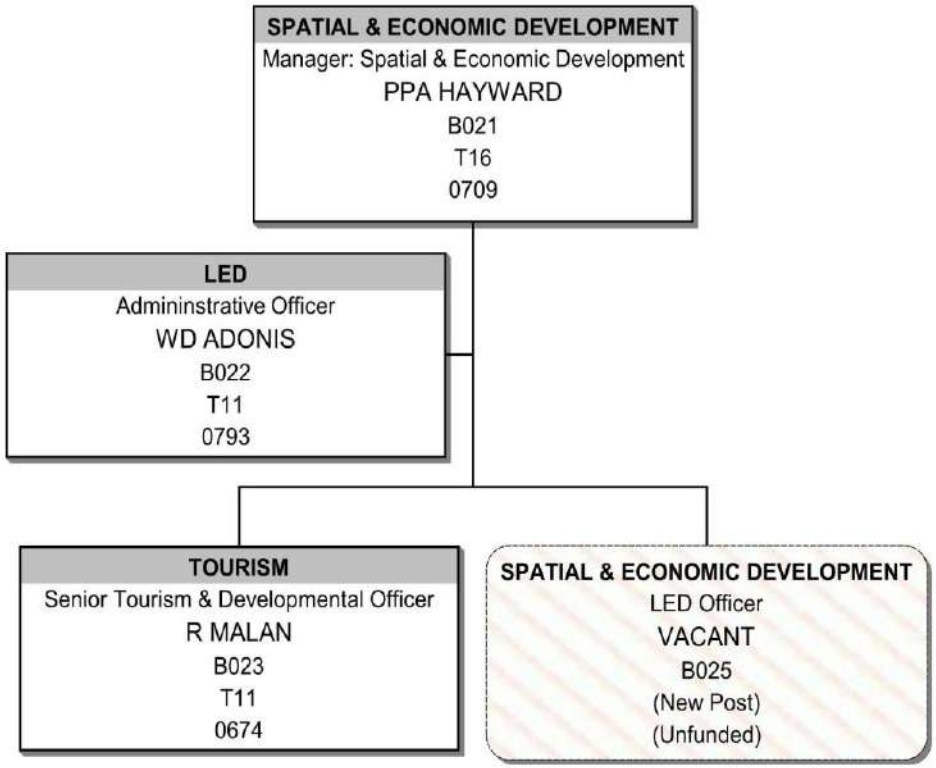
HESSEQUA MUNICIPALITY

DIRECTORATE: DEVELOPMENT PLANNING

PROPOSED

Vacant Posts - Funded

Vacant Posts - Unfunded



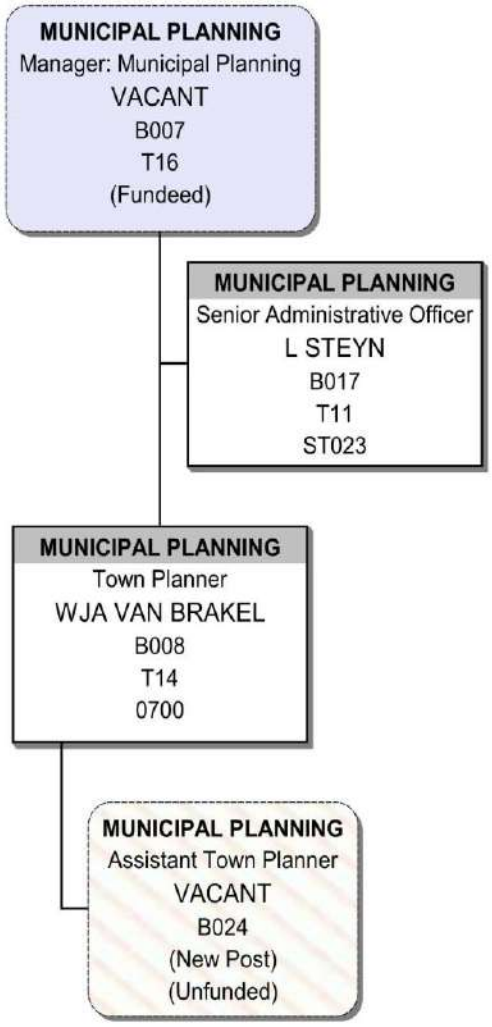
HESSEQUA MUNICIPALITY

DIRECTORATE: DEVELOPMENT PLANNING

PROPOSED

Vacant Posts - Funded

Vacant Posts - Unfunded

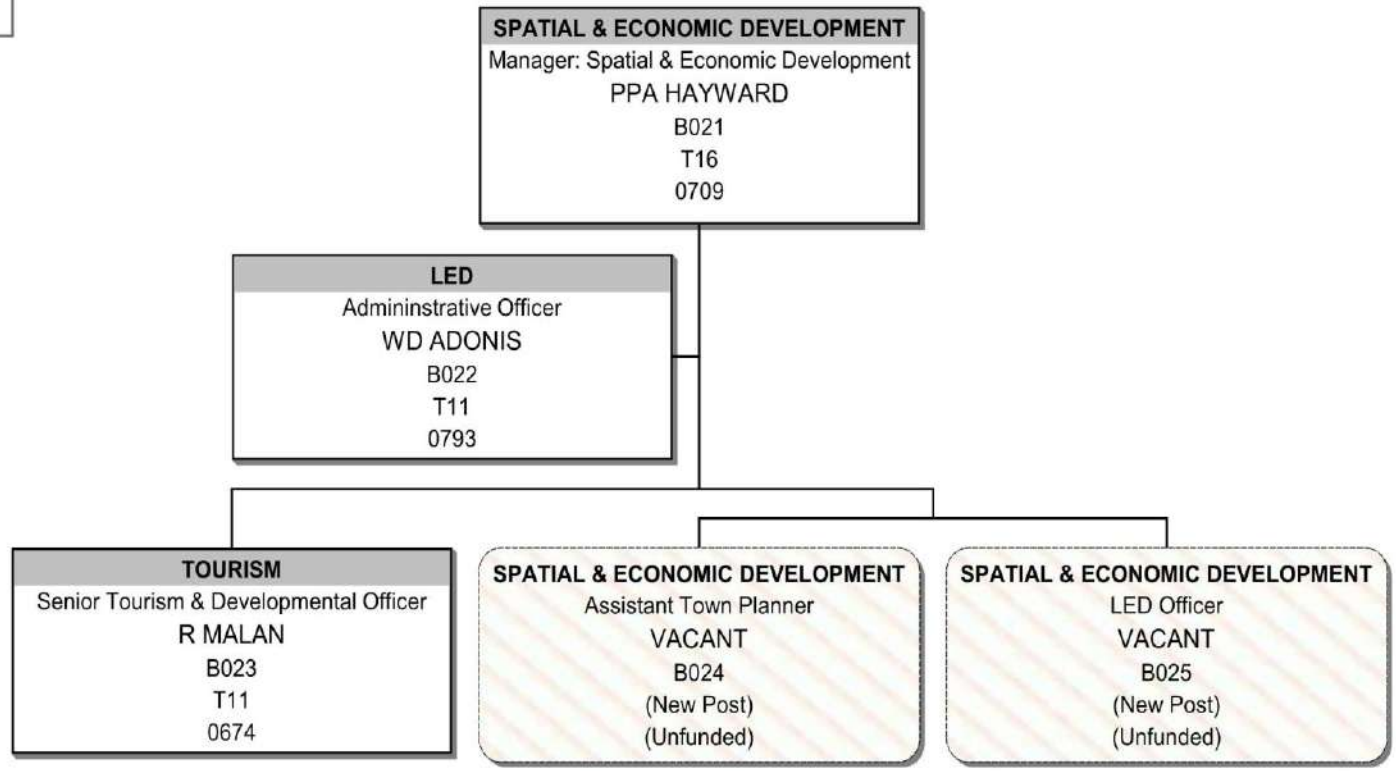


HESSEQUA MUNICIPALITY

DIRECTORATE: DEVELOPMENT PLANNING

CURRENT
Date: 19/03/2026

Vacant Posts - Funded
Vacant Posts - Unfunded

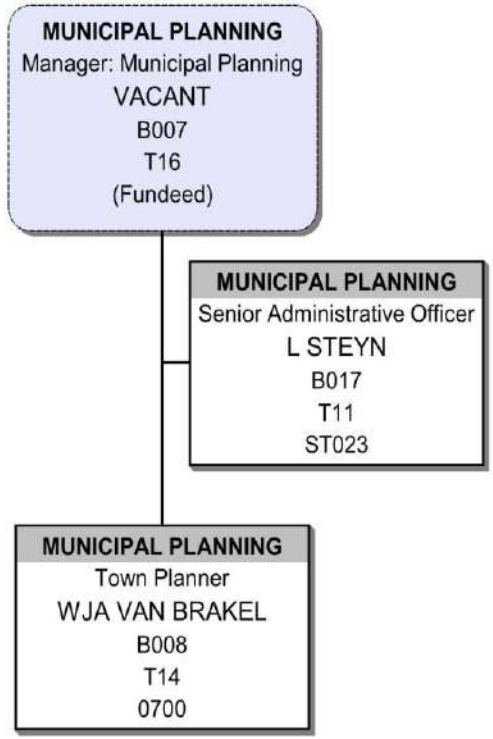


HESSEQUA MUNICIPALITY

DIRECTORATE: DEVELOPMENT PLANNING

CURRENT
Date: 19/03/2026

Vacant Posts - Funded
Vacant Posts - Unfunded



9.8 SUBSTANCE ABUSE AND EMPLOYEE ASSISTANCE (EAP) POLICIES

File number / Verwysingsnommer: 4/2

Meeting date / Vergadering datum: 29 April 2026

Report by / Verslag deur: HR Practitioner: Performance Management & EAP – Lemona Kleinhans

PURPOSE OF REPORT / DOEL VAN VERSLAG

For Council to approve the Substance Abuse & Employee Assistance (EAP) Policies.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Two policies were drafted to address the need for Employee Assistance, with a particular focus on Substance Abuse. The purpose of each policy is as follows:

1. Substance Abuse Policy

Aimed at establishing a workplace free from the adverse effects of substance misuse. It recognizes substance abuse as a treatable condition and provides a structured mechanism for rehabilitation and support, including specific provisions for sick leave for recovery**.**

2. Employee Assistance Programme (EAP) Policy

The Employee Assistance Programme (EAP) is designed to provide all permanent and contract employees with confidential, no-cost support for personal, emotional, or work-related challenges. The strategic intent is early intervention, ensuring that staff remain healthy, motivated, and productive.

The item was discussed at the **Sub-Committee** meeting held on **29 January 2026**. Herewith an extract from the minutes of the meeting:

"1.2 "Substance Abuse & EAP" beleid

MHB bevestig dat die beleide reeds uitgestuur is vir kommentaar en dat daar eersdaags 'n werkswinkel met die Raad gereël sal word. Almal het ooreengekom dat vakbonde twee weke geleentheid kry om kommentare in te stuur. (Die twee weke verstryk op 12 Februarie 2026)"

A workshop was held with Councillors, Directors, and Trade Unions on **18 February 2026.**

The comments and inputs that were discussed at the workshop are listed below:

1. Confidentiality

Concerns were raised about the management of counselling records and how confidentiality is protected. It was confirmed that the HR Practitioner: Performance

Management & EAP is solely responsible for overseeing these services and recording thereof. To safeguard privacy, she maintains a secure and independent database, ensuring that all counselling information remains confidential and inaccessible to unauthorized staff.

2. Admissibility of Counselling Records in Disciplinary Proceedings

Questions arose about whether counselling records can be used in disciplinary or incapacity hearings. It was clarified that the content of counselling or rehabilitation will not be used as evidence in any disciplinary process. If an employee appears before a hearing, personal counselling information remains protected.

3. Employee Assistance Programme (EAP) Outreach and Access

It was confirmed that HR Practitioner: Performance Management & EAP conducts workplace visits to promote awareness and encourage employees to access Employee Assistance Programme (EAP) services.

4. Financial Responsibility for Rehabilitation Services

It was noted that the municipality does not fund any form of rehabilitation. It was requested that Councilors, Managers, and Shop-stewards encourage employees to join an accredited medical aid to ensure they have financial coverage for treatment or rehabilitation should the need arise.

The policies served at the **Local Labour Forum** of **19 March 2026** where the following recommendation was made:

"5.3 SUBSTANCE ABUSE AND EMPLOYEE ASSISTANCE (EAP) POLICIES

File number / Verwysingsnommer: 4/2

Meeting date / Vergadering datum: 19 March 2026

Report by / Verslag deur: HR Practitioner: Performance Management & EAP – Lemona Kleinhans

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Me E Meyer deel die vergadering mee dat IMATU klarigheid versoek hoekom slegs siek verlof geneem word tydens die bywoning van 'n rehabilitasie-instelling in die "Substance Abuse" beleid en versoek dat die tipe verlof 'n werknemer se keuse is wat geneem kan word tydens die neem van verlof vir herstelling.

Mnr Oelofse deel die vergadering mee dat die wysiging in die "Substance Abuse" beleid aangebring sal word dat verlof vir herstel as Siek en/of Jaarliks geneem kan word.

RESOLUTION / BESLUIT

That the proposed Substance Abuse and Employee Assistance Policies replace any prior policies and that they be submitted to Council for approval.

Proposer Mr A Oelofse, seconded Mr G Baker"

Subsequent amendments were incorporated into the Policies in line with the discussions held.

The policies served at the **Portfolio Committee meeting** of **15 April 2026** where the following recommendation was made:

"That the proposed Substance Abuse and Employee Assistance Policies replace any prior policies and that they be submitted to Council for approval."

See attached policies.

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **29 April 2026** 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

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted. The recommendation is supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

The content of the report is noted. The recommendation is supported.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

The content of the report is noted.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

The content of the report is noted.

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

The content of the report is noted.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

That Council approve the Substance Abuse and Employee Assistance Policies to replace the prior policies.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Acting Director: Corporate Management – Mr D Lewis-Michaels

ATTACHMENTS / STAWENDE DOKUMENTE

Yes, see attached Draft Substance Abuse and Employee Assistance Policies.

HESSEQUA

Munisipaliteit / Municipality

Employee Assistance (EAP) 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 daagliks 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:
Raadsbesluit / Council's decision:

CONTENTS

1. POLICY STATEMENT 2
2. PURPOSE 2
3. SCOPE AND APPLICATIONS 2
4. PRINCIPLES 2
5. OBJECTIVES OF THE PROGRAMME 2
6. TYPES OF ASSISTANCE 3
7. ACCESS TO THE PROGRAMME 3
8. CONFIDENTIALITY AND RECORD-KEEPING 3
9. ROLES AND RESPONSIBILITIES 3
10. PARTNERSHIPS AND RESOURCES 4
11. MONITORING AND EVALUATION 4
12. RELATED POLICIES AND LEGISLATION 4
13. APPROVAL AND IMPLEMENTATION 4

1. POLICY STATEMENT

Hessequa Municipality recognises that employees are its most valuable asset and that their health, well-being, and productivity directly affect the effective delivery of services to the community. The Municipality is therefore committed to supporting employees who experience personal, emotional, social, or work-related challenges that may impact their performance, attendance, or conduct.
The Employee Assistance Programme (EAP) provides confidential, voluntary, and professional assistance to employees at no cost, aimed at early identification, support, and resolution of such problems.

2. PURPOSE

The purpose of this policy is to:

2.1 Promote the physical, mental, and emotional well-being of employees;
2.2 Provide structured mechanisms for employees to seek and receive assistance without fear of prejudice;
2.3 Encourage early intervention in addressing personal and work-related problems;
2.4 Reduce absenteeism, presenteeism, and workplace incidents;
2.5 Maintain a healthy, productive, and motivated workforce.

3. SCOPE AND APPLICATIONS

This policy applies to:

3.1 All permanent, fixed-term, and contract employees of Hessequa Municipality;
3.2 Management, supervisors, and human resources staff responsible for employee wellness;
3.3 Situations where an employee's personal or work-related challenges impact their job performance or health.

4. PRINCIPLES

4.1 **Voluntary Participation:** Employees may seek assistance voluntarily without coercion.
4.2 **Confidentiality:** All information shared within the EAP framework will be kept strictly confidential, in accordance with the **Protection of Personal Information Act (POPIA)**.
4.3 **No Cost to Employee:** Services offered through the EAP Unit shall be free to all employees.
4.4 **Non-Discrimination:** Employees will not be prejudiced or disciplined for seeking help through the EAP.
4.5 **Proactive Management:** Supervisors are encouraged to identify early signs of distress and refer employees sensitively.

5. OBJECTIVES OF THE PROGRAMME

The EAP aims to:

5.1 Provide counselling and support for personal, financial, legal, marital, substance abuse, stress, trauma, and health-related challenges;
5.2 Assist employees to regain or maintain optimal performance;

5.3 Support the Municipality's occupational health and safety initiatives;
5.4 Promote mental health and resilience in the workplace;
5.5 Encourage responsible and supportive management practices.

6. TYPES OF ASSISTANCE

The following no-cost services will be made available through the EAP:

6.1 **Counselling:** Short-term counselling and referrals through internal HR, trained peer counsellors, or external public-sector partners (e.g., Department of Health, Social Development).
6.2 **Trauma Debriefing:** Immediate debriefing following critical incidents (accidents, violence, or fatalities).
6.3 **Substance Abuse Support:** Assistance in line with the Substance Abuse Policy, including referral to state rehabilitation centres.
6.4 **Wellness Education:** Workshops on stress management, resilience, and healthy lifestyle choices.
6.5 **Financial and Legal Guidance:** Basic advisory support via partnerships with recognised non-profit or government agencies (e.g., Legal Aid SA, debt counselling services).

7. ACCESS TO THE PROGRAMME

Employees may access the EAP in three ways:

7.1 **Self-referral** – The employee directly contacts HR or the appointed EAP coordinator.
7.2 **Supervisory referral** – A manager refers an employee showing signs of distress or declining performance, with the employee's consent.
7.3 **HR-initiated referral** – When HR identifies recurring absenteeism or behavioural issues, the employee may be encouraged to access support.

8. CONFIDENTIALITY AND RECORD-KEEPING

8.1 All information obtained during counselling or assistance shall be handled confidentially.
8.2 Records will be kept securely by the HR Division and will not form part of the employee's personnel file.
8.3 Disclosure will only occur with **written consent** or as required by law (e.g., risk to life or safety).

9. ROLES AND RESPONSIBILITIES

Role	Responsibility
Municipal Manager	Ensures institutional support and adequate resources for EAP implementation.
Director: Corporate Services	Oversees policy implementation, monitoring, and reporting.
HR Practitioner EAP	Coordinates EAP activities, maintains confidentiality, manages referrals, conducts counselling and external partnerships.
Supervisors / Managers	Identify potential problems early, encourage participation, and support recovery processes.

Role	Responsibility
Employees	Voluntarily engage with the programme and cooperate with recommendations.

10. PARTNERSHIPS AND RESOURCES

The EAP shall operate on a **no-cost basis** by:

10.1 Utilizing **existing municipal HR and OHS structures**;
10.2 Partnering with **Department of Health**, **Social Development**, **SAPD**, and **NGOs** for counselling, rehabilitation, and trauma services;
10.3 Leveraging **Employee Wellness Week** and **Municipal Wellness Days** for awareness and preventative initiatives.

11. MONITORING AND EVALUATION

11.1 The HR Division shall maintain records of participation (numerical and anonymised).
11.2 The policy will be reviewed **every three years** or as required by legislation.

12. RELATED POLICIES AND LEGISLATION

12.1 Labour Relations Act (No. 66 of 1995)
12.2 Employment Equity Act (No. 55 of 1998)
12.3 Occupational Health and Safety Act (No. 85 of 1993)
12.4 Municipal Systems Act (No. 32 of 2000)
12.5 Protection of Personal Information Act (No. 4 of 2013)
12.6 Substance Abuse and Wellness Policies

13. APPROVAL AND IMPLEMENTATION

HESSEQUA

Munisipaliteit / Municipality

Substance Abuse 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 daagliks 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:
Raadsbesluit / Council's decision:

CONTENTS

1. PURPOSE 2
2. SCOPE 2
3. DEFINITIONS 2
4. POLICY STATEMENT 2
5. EMPLOYEE RESPONSIBILITIES 3
6. MANAGEMENT RESPONSIBILITIES 3
7. CONFIDENTIALITY 3
8. REHABILITATION AND ASSISTANCE 3
9. UNPAID LEAVE FOR RECOVERY 3
10. DISCIPLINARY ACTION 4
11. POLICY REVIEW 4
12. REFERENCES 4

1. PURPOSE

The purpose of this policy is to:

1.1. Promote a safe, healthy, and productive working environment for all employees of Hessequa Municipality.
1.2. Prevent and manage issues arising from substance abuse that may affect employee performance, safety, or well-being.
1.3. Provide a structured framework for offering internal support and assistance to employees affected by substance abuse through the Municipality's **Employee Assistance Policy (EAP)**.
1.4. Allow for recovery and rehabilitation support through **Sick or Annual leave**, where necessary and approved, without incurring additional financial cost to the Municipality.

2. SCOPE

This policy applies to:

2.1 All employees of Hessequa Municipality, irrespective of position, employment category, or service duration.
2.2 All workplaces, vehicles, and properties under the control of Hessequa Municipality.

3. DEFINITIONS

3.1 **Substance Abuse:** The use or misuse of alcohol, drugs (legal or illegal), or other intoxicating substances in a manner that affects an employee's work performance, behaviour, safety, or the reputation of the Municipality.
3.2 **Employee Assistance Policy (EAP):** The internal policy providing guidance and support to employees experiencing personal or work-related challenges, including substance dependency.
3.3 **Sick or Annual Leave for Recovery:** Temporary leave granted to an employee for the purpose of undergoing rehabilitation or treatment for substance dependency.
3.4 **Rehabilitation:** A structured programme of therapy, counselling, or treatment aimed at addressing substance dependency at an institution.

4. POLICY STATEMENT

4.1 Hessequa Municipality is committed to maintaining a safe, healthy, and productive work environment free from the adverse effects of substance abuse.
4.2 The Municipality recognises substance abuse as a **treatable condition** and encourages affected employees to seek help voluntarily.
4.3. Employees will be supported in seeking assistance through the Municipality's **internal Employee Assistance Programme (EAP)**, which provides confidential counselling, guidance, and referral services at **no cost to the Municipality**.
4.4. Where an employee requires time off to undergo treatment, the Municipality may, at its discretion and upon recommendation from the EAP practitioner or medical professional, grant **Sick or Annual leave for recovery** if admitted to a rehabilitation institution.
4.5. The granting of Sick or Annual leave shall be subject to approval in line with the Municipality's **Leave Policy**.
4.6. Substance abuse during working hours or reporting for duty under the influence of intoxicating substances, constitutes **misconduct** and may lead to disciplinary action in terms of the **Municipal Disciplinary Code and Collective Agreements**.

5. EMPLOYEE RESPONSIBILITIES

Employees are expected to:

5.1 Perform their duties in a safe, responsible, and sober manner.
5.2 Refrain from consuming or being under the influence of substances while on duty or on municipal premises.
5.3 Report any substance-related safety risks to their supervisor.
5.4 Seek assistance proactively if they are experiencing substance dependency.
5.5 Cooperate fully with rehabilitation, counselling, and monitoring processes under the EAP.

6. MANAGEMENT RESPONSIBILITIES

Managers and supervisors must:

6.1. Identify and address any observable decline in performance or behaviour that may indicate substance abuse.
6.2. Refer employees to the internal EAP for confidential support.
6.3. Ensure that affected employees are treated fairly, confidentially, and with dignity.
6.4. Avoid punitive measures where an employee voluntarily seeks help before any misconduct occurs.
6.5. Monitor progress and reintegration of employees returning from rehabilitation or unpaid leave.

7. CONFIDENTIALITY

All information relating to an employee's substance abuse or participation in the EAP will be treated with the strictest confidentiality. Disclosure of such information will only occur with the employee's consent or as required by law.

8. REHABILITATION AND ASSISTANCE

8.1. Employees requiring assistance will be referred internally through the **Employee Assistance Policy** mechanisms.
8.2. The Municipality may, through its internal EAP practitioner(s) or designated HR officials, provide:
8.2.1 Counselling and emotional support;
8.2.2 Guidance on recovery steps; and
8.2.3 Monitoring of post-rehabilitation progress.
8.3 External rehabilitation costs are the responsibility of the employee unless covered by their medical aid or external sponsorship.

9. LEAVE FOR RECOVERY

9.1. Employees may apply for **Sick or Annual leave** to attend an approved rehabilitation institution.
9.2. Such applications must be accompanied by supporting documentation from a recognised medical or rehabilitation institution.
9.3. The Municipality may approve Sick or Annual leave for a reasonable period as recommended, subject to operational requirements and a sufficient number of Sick or Annual leave days available to the employee's credit in the current sick leave cycle.
9.4 Sick or Annual leave for alcohol/drug rehabilitation purposes will only be granted in respect of one admission to a rehabilitation centre within any 3-year sick leave cycle.
9.5. Employees returning from recovery will be required to present a medical certificate confirming fitness for duty.

9.6 Should AA meetings be scheduled within work hours, employees will need to apply for Sick or Annual leave to attend meetings and provide the necessary proof of attendance, signed by a relevant medical practitioner/counsellor to the employer.

10. DISCIPLINARY ACTION

10.1. Where substance abuse leads to misconduct, safety violations, or damage to municipal property, disciplinary measures may be instituted.

10.2. However, disciplinary measures shall not replace the offer of assistance where the employee demonstrates willingness to recover.

11. POLICY REVIEW

The policy will be reviewed **every three years** or as required by legislation.

12. REFERENCES

12.1 Labour Relations Act, 1995 (Act 66 of 1995)

12.2 Occupational Health and Safety Act, 1993 (Act 85 of 1993)

12.3 Municipal Systems Act, 2000 (Act 32 of 2000)

12.4 SALGBC Main Collective Agreement

12.5 Hessequa Municipality: Employee Assistance Policy

12.6 Hessequa Municipality: Leave Policy

9.9 QUARTERLY BUDGET MONITORING FOR LOCAL AUTHORITIES (SECTION 52) – MARCH 2026 – 3RD QUARTER

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

Meeting date / Vergadering datum: 29 April 2026

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

PURPOSE OF REPORT / DOEL VAN VERSLAG

To present the quarterly budget monitoring for quarter 3 of 2025/2026 to Council, as required by Section 52 of the MFMA and for Council to note the contents of the report.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The finance management report for the 3rd quarter ended 31 March 2026 is attached as annexure and it contains the following:

1. Quarterly report where financial aspects are discussed
2. Top Layer SDBIP (Performance Indicators).
3. Cost Containment Report

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **29 April 2026** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The content of the report is noted.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

Section 52 of the MFMA requires the mayor to submit the quarterly budget monitoring to Council within 30 days of the end of each quarter. The report must then be submitted to National and Provincial Treasuries within 5 days after the initial 30 days. The required financial aspects are discussed extensively in the report.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING AFFAIRS / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

The content of the report is noted and the recommendations supported.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

The content of the report is noted.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

The content of the report is noted.

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council take note of the contents of the Quarterly Budget Monitoring (Section 52) report and supporting documents for the 3rd quarter of the 2025/2026 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.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director Finance – Mr. G Goliath

ATTACHMENTS / STAWENDE DOKUMENTE

Framework Section 52 – March 2026 – 3rd Quarter

Top Layer SDBIP – March 2026 – 3rd Quarter (Included in the Section 52 Report)

Cost Containment Report (Included in the Section 52 Report)

Hessequa Municipality

Financial Management Report

MFMA Section 52 Report

3rd Quarter 2026 Report

Prepared in terms of Section 52 of the Local Government: Municipal Finance Management Act (Act 56 of 2003) & Section 31 of the Municipal Budget and Reporting Regulations, Government Gazette 32141, 17 May 2009.

Finance Management Report for the quarter ended 31 March 2026

Table of Contents

Page

1. Introduction.....5
   1.1 Purpose.....5
   1.2 Strategic Objective.....5
   1.3 Background.....5
2. Resolutions 5
3. Executive Summary.....6-7
4. Operating Revenue and Expenditure.....8-12
5. Capital Expenditure.....13-14
6. Financial Position.....15
7. Cash Flow, Borrowing & Investments.....16-18
8. Debtors Age analysis 19
9. Creditors Age Analysis.....19
10. Grants & Donations.....20
11. Councillor and Staff benefits.....21
12. Top level Service Delivery Budget Implementation Plan (SDBIP).....22-31
13. Cost Containment Measures.....32
14. Quality Certificate.....33

Glossary

Adjustments Budget – Prescribed in Section 28 of the MFMA. The formal means by which a municipality may revise its annual budget during the year.

Budget – The financial plan of the Municipality

Capital Expenditure – Spending on assets such as infrastructure, land & buildings minor assets etc. Any capital expenditure must be reflected as an asset on the Municipality's statement of financial position.

DORA – Division of Revenue Act. Annual legislation that shows the total allocations made by national to provincial and local government.

Equitable share – An unconditional grant paid to municipalities. It is predominantly targeted towards funding the Indigent Policy.

FMG – Financial Management Grant.

GFS – Government Finance Statistics. An internationally recognized classification system that facilitates like for like comparison between municipalities.

GRAP – Generally Recognized Accounting Practice. The standard for municipal accounting.

IDP – Integrated Development Plan. The main strategic planning document of the Municipality.

MBRR - Local Government: Municipal Finance Management Act (56/2003): Municipal Budget and Reporting Regulations.

MFMA – Local Government: Municipal Finance Management Act (56/2003). The principle legislation relating to municipal financial management.

MIG – Municipal Infrastructure Grant.

MTREF - Medium Term Revenue and Expenditure Framework (MTREF). The medium-term financial plan, usually 3 years, based on fixed first year and indicative further two years budget allocations. Also includes financial information of the previous and current year.

NDPG – Neighborhood Development Partnership Grant.

Operating expenditure – Spending on the day-to-day expenses of the Municipality such as salaries and wages, repairs and maintenance etc.

Rates – Local Government tax based on the assessed value of property. To determine the rates payable, the assessed rateables value is multiplied by the rate in the rand.

SDBIP – Service Delivery and Budget Implementation Plan (SDBIP). A detailed plan comprising annual and quarterly performance information.

Strategic Objectives – The main priorities of the Municipality as set out in the IDP. Budgeted spending must contribute towards the achievement of the strategic objectives.

Vote – A main appropriation segment of the budget. In Hessequa Municipality this relates to the directorate level for operating expenditure and capital expenditure.

YTD – Year to date

1. Introduction

1.1 Purpose

To comply with section 52(d) of the Municipal Finance Management Act (MFMA), by submission of a report to the Council on the implementation of the budget and the financial of the municipality.

1.2 Strategic Objective

This report provides a quarterly view of the budget and its implementation and thus enables monitoring. It also provides an overview of the financial performance of the municipality.

1.3 Background

Section 52 (d) of the MFMA requires that:

'The mayor of a municipality must, within 30 days of the end of each quarter, submit a report to the council on the implementation of the budget and the financial of the municipality.'

Section 75 (1) (k) of the MFMA requires that one should place the following documents of the municipality on the website:

"All quarterly reports tabled in the council in terms of section 52 (d)."

2. Resolutions

Section 52 (d) of the MFMA requires that the mayor submit a report to the council on the implementation of the budget and financial state of affairs of the municipality.

In adherence to the MFMA and the related budget and reporting Regulations, the following resolution needs to be taken by Council:

That council takes cognizance of the Finance Management Report (MFMA Section 52 report) for the quarter ending **31 March 2026** on the implementation of the budget and financial state of affairs of the municipality.

3. Executive Summary

3.1 Budget progress Report

The following provides a summary of the municipality's performance on the Capital and Operational budget as of **31 March 2026.**

Revenue by Source

The year-to-date revenue excluding Capital Transfers at the end of March 2026 is R590,636 million, compared to the SDBIP budget of R607,291 million, resulting in a variance of -3%. When including Transfers recognized – capital, the revenue to date is R636,166 million compared to An SDBIP budget of R657,548 million.

Operating Expenditure

The expenditure to date is R499,153 million compared to an SDBIP budget of R553,497 million.

Capital Expenditure

The year-to-date expenditure on capital is R105,812 million against an SDBIP budget of R138,572 million.

Cash Flows

Cash/cash equivalents at the end of March 2026 is R485,530 million.

Debtors Ageing

Debtors outstanding at the end of March 2026 is R87,258 million.

Creditors Ageing

Creditors outstanding at the end of March 2026 amount to R67,083 million.

The details of the above figures are explained throughout the report.

Table C1: Monthly Budget Statement Summary

WC042 Hessequa - Table C1 Monthly Budget Statement Summary - M09 March

Description	2024/25	Budget Year 2025/26							
R thousands	Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
Financial Performance									
Property rates	140 197	148 312	148 312	11 537	116 492	114 326	2 166	2%	148 312
Service charges	365 374	384 481	386 481	32 832	288 454	285 982	2 472	1%	386 481
Investment revenue	46 306	36 046	36 046	2 704	12 811	19 099	(6 287)	-33%	36 046
Transfers and subsidies - Operational	68 053	75 755	79 731	17 440	70 794	63 559	7 235	0	79 731
Other own revenue	148 402	162 747	196 808	17 975	108 561	131 435	(22 874)	-17%	196 808
Total Revenue (excluding capital transfers and contributions)	**768 330**	**807 340**	**847 377**	**82 488**	**697 112**	**614 481**	**(17 288)**	**-3%**	**847 377**
Employee costs	230 661	270 128	269 329	18 653	184 745	196 085	(11 340)	-6%	269 329
Remuneration of Councillors	9 128	9 690	10 039	1 062	7 167	7 220	(54)	-1%	10 039
Depreciation and amortisation	44 248	52 188	52 188	3 913	34 926	39 214	(4 288)	-11%	52 188
Interest	21 681	19 809	20 309	–	5 993	11 719	(5 726)	-49%	20 309
Inventory consumed and bulk purchases	227 444	259 979	259 430	17 472	178 795	189 204	(10 409)	-6%	259 430
Transfers and subsidies	2 613	2 502	2 509	106	1 860	1 967	(107)	-5%	2 509
Other expenditure	153 821	191 601	225 380	15 662	85 667	108 087	(22 420)	-21%	225 380
Total Expenditure	**688 597**	**805 898**	**839 183**	**56 866**	**499 153**	**553 497**	**(54 344)**	**-10%**	**839 183**
Surplus/(Deficit)	**79 733**	**1 442**	**8 194**	**25 622**	**97 959**	**60 984**	**37 055**	**61%**	**8 194**
Transfers and subsidies - capital (monetary	161 096	62 341	54 530	1 151	45 530	50 001	(4 471)	-9%	54 530
Transfers and subsidies - capital (in-kind)	591	–	639	–	–	256	(256)	-100%	639
Surplus/(Deficit) after capital transfers & contributions	**240 429**	**63 783**	**63 363**	**26 773**	**143 489**	**111 161**	**32 328**	**29%**	**63 363**
Share of surplus/ (deficit) of associate	–	–	–	–	–	–	–		–
Surplus/ (Deficit) for the year	**240 429**	**63 783**	**63 363**	**26 773**	**143 489**	**111 161**	**32 328**	**29%**	**63 363**
Capital expenditure & funds sources									
Capital expenditure	**237 139**	**187 628**	**182 378**	**12 156**	**105 812**	**138 572**	**(32 760)**	**-24%**	**182 378**
Capital transfers recognised	143 410	62 341	55 169	26	45 116	51 313	(6 197)	-12%	55 169
Borrowing	–	50 000	50 000	4 700	28 703	36 966	(8 263)	-22%	50 000
Internally generated funds	**93 729**	**75 287**	**77 209**	**7 431**	**31 992**	**50 293**	**(18 301)**	**-36%**	**77 209**
Total sources of capital funds	**237 139**	**187 628**	**182 378**	**12 156**	**105 812**	**138 572**	**(32 760)**	**-24%**	**182 378**
Financial position									
Total current assets	529 808	453 099	490 446		599 916				490 446
Total non current assets	1 460 495	1 471 771	1 468 521		1 530 611				1 468 521
Total current liabilities	158 301	146 405	132 040		166 698				132 040
Total non current liabilities	259 658	301 986	302 486		247 896				302 486
Community wealth/Equity	1 572 345	1 476 479	1 522 441		1 715 834				1 522 441
Cash flows									
Net cash from (used) operating	1 299 356	119 297	149 052	31 197	157 015	107 512	(49 502)	-46%	149 052
Net cash from (used) investing	(235 881)	(177 628)	(168 378)	(12 156)	(99 592)	(138 465)	(38 873)	28%	(168 378)
Net cash from (used) financing	945	27 343	27 343	128	(10 850)	19 187	30 038	157%	27 343
Cash/cash equivalents at the month/year end	**1 551 941**	**361 587**	**446 974**	**486 638**	**485 638**	**427 192**	**(58 338)**	**-14%**	**446 974**
Debtors & creditors analysis	**0-30 Days**	**31-60 Days**	**61-90 Days**	**91-120 Days**	**121-150 Dys**	**151-180 Dys**	**181 Dys-1 Yr**	**Over 1Yr**	**Total**
Debtors Age Analysis									
Total By Income Source	30 854	6 598	3 820	3 229	2 649	2 371	11 009	26 727	87 258
Creditors Age Analysis									
Total Creditors	67 083	–	–	–	–	–	–	–	67 083

4. Operating Revenue and Expenditure

Table C4: Reflects Revenue and Expenditure by Source

WC042 Hessequa - Table C4 Monthly Budget Statement - Financial Performance (revenue and expenditure) - M09 March

Description	Ref	2024/25	Budget Year 2025/26							
R thousands		Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
Revenue										
Exchange Revenue										
Service charges - Electricity		236 044	256 387	256 387	20 850	183 628	186 837	(3 209)	-2%	256 387
Service charges - Water		59 596	58 186	58 186	5 610	47 026	44 154	2 873	7%	58 186
Service charges - Waste Water Management		31 842	32 413	32 413	2 966	26 413	25 268	1 144	5%	32 413
Service charges - Waste management		37 892	37 496	37 496	3 415	31 388	29 723	1 664	6%	37 496
Sale of Goods and Rendering of Services		51 900	52 668	33 267	1 271	14 195	23 294	(9 099)	-39%	33 267
Agency services		3 213	3 716	3 716	287	2 617	2 673	(56)	-2%	3 716
Interest								-		
Interest earned from Receivables		3 440	3 019	3 019	331	2 706	2 439	267	11%	3 019
Interest from Current and Non Current Assets		46 305	36 046	36 046	2 704	12 811	19 099	(6 287)	-33%	36 046
Dividends								-		
Rent on Land		-	-	-	-	-	-	-		-
Rental from Fixed Assets		4 431	4 622	4 622	290	3 797	3 760	36	1%	4 622
Licence and permits		2	-	7	0	2	5	(3)	-67%	7
Special rating levies								-		
Operational Revenue		5 026	11 390	11 390	1 461	6 476	7 109	(633)	-9%	11 390
Non-Exchange Revenue								-		
Property rates		140 197	148 312	148 312	11 537	116 492	114 326	2 166	2%	148 312
Surcharges and Taxes								-		
Fines, penalties and forfeits		44 899	60 606	110 061	13 149	60 249	70 773	(10 524)	-15%	110 061
Licence and permits		2 344	2 552	2 552	181	1 850	1 913	(63)	-3%	2 552
Transfers and subsidies - Operational		68 053	75 755	79 731	17 440	70 794	63 559	7 235	11%	79 731
Interest		837	911	911	71	602	638	(35)	-6%	911
Fuel Levy								-		
Operational Revenue		11 374	13 264	13 264	934	8 978	9 557	(579)	-6%	13 264
Gains on disposal of Assets		1 258	10 000	14 000	-	7 090	9 274	(2 184)	-24%	14 000
Other Gains		19 676	-	-	-	-	-	-		-
Discontinued Operations								-		
Total Revenue (excluding capital transfers and contributions)		**768 330**	**807 340**	**847 377**	**82 488**	**597 112**	**614 401**	**(17 288)**	**-3%**	**847 377**
Expenditure By Type										
Employee related costs		230 661	270 128	269 329	18 653	184 745	196 085	(11 340)	-6%	269 329
Remuneration of councillors		9 128	9 690	10 039	1 062	7 167	7 220	(54)	-1%	10 039
Bulk purchases - electricity		187 077	212 192	214 192	14 096	145 847	155 022	(9 175)	-6%	214 192
Inventory consumed		40 368	47 787	45 237	3 376	32 948	34 182	(1 233)	-4%	45 237
Debt impairment		31 801	4 014	93 814	-	-	16 662	(16 662)	-100%	93 814
Depreciation and amortisation		44 248	52 188	52 188	3 913	34 926	39 214	(4 288)	-11%	52 188
Interest		21 681	19 809	20 309	-	5 993	11 719	(5 726)	-49%	20 309
Contracted services		71 920	81 852	70 144	5 372	37 936	46 953	(9 016)	-19%	70 144
Transfers and subsidies		2 613	2 502	2 509	106	1 860	1 967	(107)	-5%	2 509
Irrecoverable debts written off		8 212	56 646	9 918	8 479	14 967	6 959	8 008	115%	9 918
Operational costs		37 914	49 189	51 504	1 811	31 893	37 513	(5 620)	-15%	51 504
Losses on Disposal of Assets		1 065	-	-	-	870	-	870	#DIV/0!	-
Other Losses		2 908	-	-	-	-	-	-		-
Total Expenditure		**689 597**	**805 898**	**839 183**	**56 868**	**499 153**	**553 497**	**(54 344)**	**-10%**	**839 183**
Surplus/(Deficit)		**78 733**	**1 442**	**8 194**	**25 622**	**97 959**	**60 904**	**37 055**	**0**	**8 194**
Transfers and subsidies - capital (monetary allocations)		161 096	62 341	54 530	1 151	45 530	50 001	(4 472)	(0)	54 530
Transfers and subsidies - capital (in-kind)		591	-	639	-	-	256	(256)	(0)	639
Surplus/(Deficit) after capital transfers & contributions		**240 420**	**63 783**	**63 363**	**26 773**	**143 489**	**111 161**	**32 328**	**0**	**63 363**
Income Tax								-		
Surplus/(Deficit) after income tax		**240 420**	**63 783**	**63 363**	**26 773**	**143 489**	**111 161**	**32 328**	**0**	**63 363**
Share of Surplus/Deficit attributable to Joint Venture								-		
Share of Surplus/Deficit attributable to Minorities								-		
Surplus/(Deficit) attributable to municipality		**240 420**	**63 783**	**63 363**	**26 773**	**143 489**	**111 161**	32 328	0	**63 363**
Share of Surplus/Deficit attributable to Associate								-		
Intercompany/Parent subsidiary transactions								-		
Surplus/ (Deficit) for the year		**240 420**	**63 783**	**63 363**	**26 773**	**143 489**	**111 161**	**32 328**	**0**	**63 363**

4.1 Revenue by Source (Table C4)

Exchange Revenue

Service Levies:

Electricity Service

Levies for the year-to-date stand at R183,628 million, in comparison with the budgeted SDBIP amount of R186,837 million. The deviation is attributed to a projection that was made for a provisions journal to be processed at year-end. This journal is expected to eliminate the developing deviation. The SDBIP does not take into account that the journal will be processed at year-end and instead breaks it up monthly. No material deviation is expected at year-end.

Water Service

Levies for the year-to-date stands at R47,026 million, in comparison with the budgeted SDBIP projection of R44,154 million. The deviation was assessed during the mid-year budget and performance assessment and it was determined that no adjustment is necessary. Monthly monitoring after the main adjustments budget indicates that a positive deviation is expected at year-end.

Sewerage Service

Levies for the year-to-date stand at R26,413 million, in comparison with the budgeted SDBIP projection of R25,268 million. No material deviations are expected at year-end.

Refuse Removal Service

Levies for the year-to-date stands at R31,388 million, in comparison with the budgeted SDBIP projection of R29,723 million. The deviation can be attributed to more revenue being received than projected during the main adjustments budget. The revenue will be monitored over the remaining months of the financial year, but at this stage a surplus is expected when compared to the budget.

Sale of Goods and Rendering of Services

Revenue for the year-to-date stands at R14,195 million, in comparison with the budgeted SDBIP projection of R23,294 million. The deviation is largely due to the revenue from camping fees that are currently well below the SDBIP projections. Another factor is the construction contract revenue actuals that is not aligned with the SDBIP budgeted distributions. Revenue is only recognized after the conditions for these allocations have been met. No material deviations are expected at this stage.

Agency Services

Revenue for the year-to-date stands at R2,617 million, in comparison with the budgeted SDBIP projection of R2,673 million. No deviation is expected at this stage.

Interest earned from Receivables

Levies for the year-to-date stand at R2,706 million, in comparison with the budgeted SDBIP projection of R2,439 million. No deviation is expected at this stage.

Interest earned from Current and Non- Current Assets

Revenue for the year-to-date amounts to R12,811 million, in comparison with the budgeted SDBIP projection of R19,099 million. The deviation is due to a provisions journal in respect of interest for 2024/2025 being reversed in October 2025. Another provision will be processed at year-end for 2025/2026. No material deviations are expected at year-end at this stage.

Rental from Fixed Assets

Levies and revenue for the year-to-date stands at R3,797 million, in comparison with the budgeted SDBIP projection of R3,760 million. No material deviation is expected at this stage.

Licenses & Permits

projection of R0,005 million Revenue for the year-to-date stands at R0,002 million, in comparison with the budgeted SDBIP. No deviation is expected at year-end.

Operational Revenue

Revenue for the year-to-date stands at R6,476 million, in comparison with the budgeted SDBIP projection of R7,109 million. The deviation can be attributed to development charges that are currently behind budgeted projections. The deviation is expected to decrease as the year progresses. No material deviations are thus expected at year-end.

Non- Exchange Revenue

Property Rates:

Levies for the year-to-date amount to R116,492 million, in comparison with the budget of R114,326 million. The deviation is attributed to a misalignment between the projections and the actual levies for the year-to-date. The deviation is expected to be eliminated as the year progresses. No material deviation is expected at year- end.

Fines, penalties and forfeits

Revenue for the year-to-date stands at R60,249 million, in comparison with the budgeted SDBIP projection of R70,773 million. The budget for fines issued was increased during the adjustment budget due to a projected overperformance when compared to the original budget. No material deviation is expected at year-end at this stage.

Licenses & Permits

Revenue for the year-to-date stands at R1,850 million, in comparison with the budgeted SDBIP projection of R1,913 million. No deviation is expected at this stage.

Grants & Subsidies - Operating:
Revenue for the year-to-date stands at R70,794 million, in comparison with the budgeted SDBIP projection of R63,559 million. Income is recognized after the conditions of a grant are met. No deviation is expected at this stage.

Grants & Subsidies - Capital:
Revenue for the year-to-date stands at R45,530 million, in comparison with the budgeted SDBIP projection of R50,257 million. Income is only recognized after the conditions of a grant are met. No deviation is expected at this stage.

Interest earned from Receivables
Levies for the year-to-date stand R0,602 million, in comparison with the budgeted SDBIP projection of R0,638 million. No deviation is expected at this stage.

Operational Revenue:
Revenue for the year-to-date stands at R8,978 million, in comparison with the budgeted SDBIP projection of R9,557 million. No material deviation is expected at year-end at this stage.

Sale of land and PPE:
Revenue for the year-to-date stands at R7,090 million, in comparison with the budgeted SDBIP projection of R9,274 million. The deviation is expected to be eliminated as the sale transactions conclude.

Expenditure by Type

Personnel Expenditure:
The year-to-date expenditure amounts to R184,745 million, in comparison with the budgeted SDBIP projection of R196,085 million. The deviation can be attributed to vacant posts that are still in the process of being filled. The SDBIP projections also do not take actuarial valuations that are done at year end into account. No material deviations are expected at year-end at this stage.

Councillors' Remuneration:
The expenditure for the period to date amounts to R7,167 million in comparison with the budgeted SDBIP projection of R7,220 million. No material deviations are expected at this stage.

Bulk purchases- electricity:
The expenditure for the year-to-date is R145,847 million, in comparison with the budgeted SDBIP projection of R155,022 million. The deviation can be attributed to the reversal of a provisions journal for electricity sales billed in 2025/26 but accounted for in the 2024/25 financial year. Another provision will be made at year-end. No material deviation is expected at year-end at this stage.

Inventory Consumed

The expenditure for the year-to-date is R32,948 million, in comparison with the budgeted SDBIP projection of R34,182 million. The deviation can be attributed to the actual expenditure on inventory not being aligned with the SDBIP projections. No deviation is expected at year-end at this stage.

Debt Impairment:

The expenditure for the period to date amounts to R0,000 million, in comparison with the budgeted SDBIP projection of R16,662 million. The budget for debt impairment was amended during the main adjustments budget in February 2026. The deviation is due to traffic fines which are normally only finalized at year-end.

Depreciation:

The year-to-date expenditure is R34,926 million, in comparison with the budgeted SDBIP projection of R39,214 million. The deviation can be attributed to the rollover of certain projects and amendments to the planned starting and completion dates of other projects. The SDBIP budget does not take these into account as the information was not yet available when the SDBIP was amended. The deviation is expected to decrease as the year progresses.

Interest on External Borrowing:

The year-to-date expenditure is R5,993 million in comparison with the budgeted SDBIP projection of R11,719 million. Interest payments are made bi- annually in December and June, while it is spread out monthly in the SDBIP projections.

Contracted Services:

The expenditure for the year-to-date is R37,936 million, in comparison with the budgeted SDBIP projection of R46,953 million. The deviation can be attributed to the actual expenditure not being in line with the budgeted projections. Expenditure will increase over the following months, which will result in deviation decreasing. No material deviations are expected at year-end at this stage.

Transfers & Grants:

The expenditure for the year-to-date amounts to R1,860 million in comparison with the budgeted SDBIP projection of R1,967 million. No material deviations are expected at year-end at this stage.

Irrecoverable debts written off:

The expenditure for the period to date amounts to R14,967 million, in comparison with the budgeted SDBIP projection of R6,959 million. The budget for debt write-offs was amended during the main adjustment budget in March 2026. An amount for debt impairment was incorrectly journalized to irrecoverable debts written off. This will be corrected during April 2026. No material deviations are expected at year-end.

Operational Costs:

The year-to-date expenditure is R31,893 million, in comparison with the budgeted SDBIP projection of R37,513 million. No material deviations are expected at year-end at this stage.

5 Capital Expenditure and Source of Funding

Table C5: Reflects Capital Expenditure and Funding Sources by Vote/Director and GFS classification.

WC042 Hessequa - Table C5 Monthly Budget Statement - Capital Expenditure (municipal vote, functional classification and funding) - M09 March

Vote Description	Ref	2024/25	Budget Year 2025/26							
R thousands	1	Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
Multi-Year expenditure appropriation	2									
Vote 01 - Office Of The Mm		–	–	–	–	–	–	–		–
Vote 02 - Corporate Services		329	250	227	–	200	211	(11)	-5%	227
Vote 03 - Financial Services		–	–	–	–	–	–	–		–
Vote 04 - Community Services		512	1 020	1 072	171	659	590	69	12%	1 072
Vote 05 - Technical Services		193 083	126 801	123 095	8 158	75 500	95 903	(20 403)	-21%	125 095
Vote 06 - Spatial Plannign & Environmental Management		77	51	49	–	48	48	(0)	-1%	49
Vote 07 - Health		–	–	–	–	–	–	–		–
Vote 08 - Planning And Development		–	–	–	–	–	–	–		–
Vote 09 - Environmental Protection		–	–	–	–	–	–	–		–
Vote 10 - Electricity		–	–	–	–	–	–	–		–
Vote 11 - Water Management		–	–	–	–	–	–	–		–
Vote 12 - Waste Water Management		–	–	–	–	–	–	–		–
Vote 13 - Waste Management		–	–	–	–	–	–	–		–
Vote 14 - Road Transport		–	–	–	–	–	–	–		–
Vote 15 - Other		–	–	–	–	–	–	–		–
Total Capital Multi-year expenditure	4,7	194 001	128 122	128 443	8 328	76 407	96 753	(20 346)	-21%	126 443
Single Year expenditure appropriation	2									
Vote 01 - Office Of The Mm		55	148	160	–	132	143	(12)	-8%	160
Vote 02 - Corporate Services		1 864	4 167	4 204	79	2 599	3 244	(645)	-20%	4 204
Vote 03 - Financial Services		238	758	746	–	695	715	(20)	-3%	746
Vote 04 - Community Services		6 410	3 171	4 750	–	604	2 263	(1 659)	-82%	4 750
Vote 05 - Technical Services		33 903	50 301	44 585	3 715	25 215	34 673	(9 461)	-27%	44 585
Vote 06 - Spatial Plannign & Environmental Management		647	961	1 490	35	361	779	(418)	-54%	1 490
Vote 07 - Health		–	–	–	–	–	–	–		–
Vote 08 - Planning And Development		–	–	–	–	–	–	–		–
Vote 09 - Environmental Protection		–	–	–	–	–	–	–		–
Vote 10 - Electricity		–	–	–	–	–	–	–		–
Vote 11 - Water Management		–	–	–	–	–	–	–		–
Vote 12 - Waste Water Management		–	–	–	–	–	–	–		–
Vote 13 - Waste Management		–	–	–	–	–	–	–		–
Vote 14 - Road Transport		–	–	–	–	–	–	–		–
Vote 15 - Other		–	–	–	–	–	–	–		–
Total Capital single-year expenditure	4	43 138	59 506	55 936	3 828	29 405	41 819	(12 415)	-30%	55 936
Total Capital Expenditure		237 139	187 628	182 378	12 156	105 812	138 572	(32 760)	-24%	182 378
Capital Expenditure - Functional Classification										
Governance and administration		2 044	16 417	8 782	78	4 179	10 787	(6 608)	-61%	8 782
Executive and council		51	148	160	–	132	143	(12)	-8%	160
Finance and administration		1 994	16 269	8 621	78	4 047	10 644	(6 597)	-62%	8 621
Internal audit		–	–	–	–	–	–	–		–
Community and public safety		10 832	7 982	12 838	832	2 867	6 202	(3 335)	-57%	12 838
Community and social services		479	1 002	1 022	204	779	715	63	9%	1 022
Sport and recreation		2 926	3 551	6 793	628	1 399	3 158	(1 758)	-56%	6 793
Public safety		2 932	1 189	2 789	–	486	1 435	(949)	-66%	2 789
Housing		3 894	2 240	2 232	–	3	894	(892)	-100%	2 232
Health								–		
Economic and environmental services		47 698	34 928	40 450	3 255	18 833	27 365	(8 532)	-31%	40 450
Planning and development		88	42	453	–	31	203	(172)	-85%	453
Road transport		47 424	34 386	39 381	3 046	18 561	28 857	(6 296)	-31%	39 381
Environmental protection		206	498	615	9	241	306	(65)	-21%	615
Trading services		176 918	127 831	119 841	7 985	78 905	93 899	(13 993)	-15%	119 841
Energy sources		150 472	78 821	78 756	6 537	80 637	83 743	(3 106)	-5%	78 756
Water management		13 879	21 900	17 700	983	7 802	13 775	(5 973)	-43%	17 700
Waste water management		8 246	18 530	15 308	446	4 147	8 815	(4 668)	-53%	15 308
Waste management		4 316	8 580	8 077	–	7 810	7 765	(155)	-2%	8 077
Other		467	470	470	26	127	318	(192)	-57%	470
Total Capital Expenditure - Functional Classification	3	237 139	187 628	182 378	12 156	105 812	138 572	(32 760)	-24%	182 378
Funded by:										
National Government		18 704	15 021	15 021	–	7 951	10 193	(2 242)	-22%	15 021
Provincial Government		122 196	47 320	39 569	26	37 165	40 864	(3 699)	-9%	39 569
District Municipality		–	–	–	–	–	–	–		–
Transfers and subsidies - capital (monetary allocations) (Nat / Prov Departm Agencies, Households, Non-profit Institutions, Private Enterprises, Public Corporations, Higher Educ Institutions)		2 510	–	839	–	–	256	(256)	-100%	839
Transfers recognised - capital		143 410	62 341	55 189	26	45 116	51 313	(6 197)	-12%	55 189
Borrowing	6	–	50 000	30 000	4 700	38 703	38 966	(8 263)	-22%	50 000
Internally generated funds		93 729	75 287	77 289	7 431	31 992	50 293	(18 301)	-36%	77 289
Total Capital Funding		237 139	187 628	182 378	12 156	105 812	138 572	(32 760)	-24%	182 378

5.1 CAPITAL FUNDING:

External Loans:
The total financing for the year-to-date is R28,703 million in comparison with the budgeted SDBIP projection of R36,966 million. The deviation can be attributed to several projects that are behind schedule, including the upgrading of roads, stormwater, walkways and sidewalks and the refurbishment of electricity infrastructure. The budget for a new building was reprioritized during the main adjustments budget in February 2026. Projects will be sped up over the remaining months of the financial year to ensure that all the funds are spent at year-end.

Internal Financing:
The total financing for the year-to-date is R31,992 million, in comparison with the budgeted SDBIP projection of R50,293 million. The deviation can be attributed to several projects that are behind schedule. Projects are projected to be sped up during the remainder of the financial year. Capital projects are financed as expenditure is incurred.

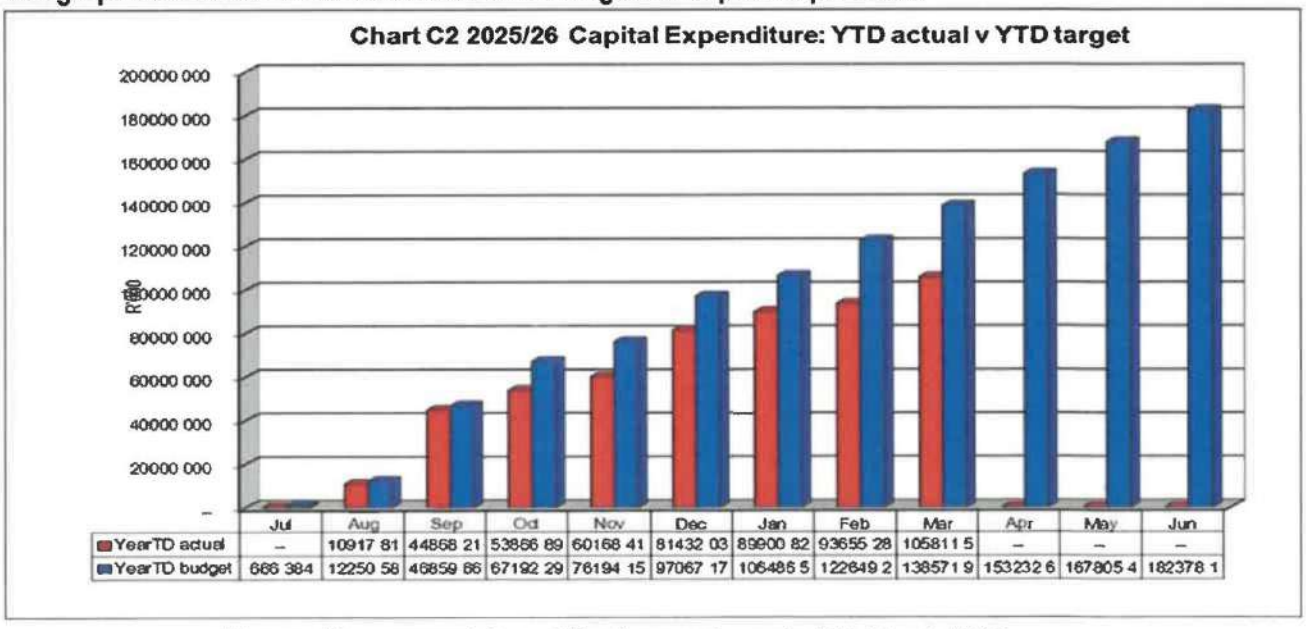
Grants and Subsidies:
The total year to date capital expenditure, financed by grants, is R45,116 million in comparison with the budgeted SDBIP projection of R51,313 million. Funds are accounted for when received. Funds are transferred from the grant receipts once expenditure is incurred.

5.2 CAPITAL EXPENDITURE

The total capital expenditure for the year amounts to R105,812 million in comparison with the budgeted SDBIP projection of R138,572 million. 58,08% was spent for the year-to-date up to 31 March 2026. Several amendments were made during the main adjustments budget in February. Expenditure is projected to increase over the remaining months of the year. No material deviation is expected at year-end at this stage.

Capital Commitments on 31 March 2026 were R5,230 million.

The graph below shows the YTD actual v YTD target for Capital Expenditure



6 Financial Position

Table C6: Reflects the Financial Position of the Municipality

WC042 Hessequa - Table C6 Monthly Budget Statement - Financial Position - M09 March

Description	Ref	2024/25	Budget Year 2025/26			
R thousands	1	Audited Outcome	Original Budget	Adjusted Budget	YearTD actual	Full Year Forecast
ASSETS						
Current assets						
Cash and cash equivalents		438 957	361 587	396 059	485 530	396 059
Trade and other receivables from exchange transactions		46 673	39 333	39 333	26 155	39 333
Receivables from non-exchange transactions		28 565	34 634	37 509	70 006	37 509
Current portion of non-current receivables		0	–	–	0	–
Inventory		4 775	4 509	4 509	4 329	4 509
VAT		9 774	11 975	11 975	12 832	11 975
Other current assets		1 064	1 060	1 060	1 064	1 060
Total current assets		**529 808**	**453 099**	**490 446**	**599 916**	**490 446**
Non current assets						
Investments						
Investment property		123 789	105 082	105 432	123 789	105 432
Property, plant and equipment		1 328 076	1 357 779	1 352 179	1 398 102	1 352 179
Biological assets						
Living and non-living resources						
Heritage assets		8 452	8 736	8 736	8 452	8 736
Intangible assets		179	174	174	169	174
Trade and other receivables from exchange transactions						
Non-current receivables from non-exchange transactions		–	–	–	–	–
Other non-current assets						
Total non current assets		**1 460 495**	**1 471 771**	**1 466 521**	**1 530 511**	**1 466 521**
TOTAL ASSETS		**1 990 303**	**1 924 870**	**1 956 967**	**2 130 427**	**1 956 967**
LIABILITIES						
Current liabilities						
Bank overdraft		–	–	–	–	–
Financial liabilities		24 228	24 300	24 300	24 228	24 300
Consumer deposits		15 600	12 676	12 676	27 508	12 676
Trade and other payables from exchange transactions		78 189	80 225	65 860	49 053	65 860
Trade and other payables from non-exchange transactions		3 643	–	–	22 303	–
Provision		12 177	18 787	18 787	12 177	18 787
VAT		24 464	10 417	10 417	31 430	10 417
Other current liabilities		–	–	–	–	–
Total current liabilities		**158 301**	**146 405**	**132 040**	**166 698**	**132 040**
Non current liabilities						
Financial liabilities		98 254	126 032	126 032	86 492	126 032
Provision		161 403	175 954	176 454	161 403	176 454
Long term portion of trade payables		–	–	–	–	–
Other non-current liabilities		–	–	–	–	–
Total non current liabilities		**259 658**	**301 986**	**302 486**	**247 896**	**302 486**
TOTAL LIABILITIES		**417 958**	**448 391**	**434 527**	**414 593**	**434 527**
NET ASSETS	2	**1 572 345**	**1 476 479**	**1 522 441**	**1 715 834**	**1 522 441**
COMMUNITY WEALTH/EQUITY						
Accumulated surplus/(deficit)		1 508 820	1 365 841	1 411 802	1 652 309	1 411 802
Reserves and funds		63 525	110 639	110 639	63 525	110 639
Other		–	–	–	–	–
TOTAL COMMUNITY WEALTH/EQUITY	2	**1 572 345**	**1 476 479**	**1 522 441**	**1 715 834**	**1 522 441**

7 Cash Flow & Investments

Table C7: Reflects the Cash flow of the Municipality.

WC042 Hessequa - Table C7 Monthly Budget Statement - Cash Flow - M09 March

Description	Ref	2024/25	Budget Year 2025/26							
R thousands	1	Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
CASH FLOW FROM OPERATING ACTIVITIES										
Receipts										
Property rates		135 755	145 346	145 346	15 143	136 844	108 646	28 198	26%	145 346
Service charges		426 383	407 609	411 569	37 243	296 118	306 722	(10 604)	-3%	411 569
Other revenue		2 630 179	98 679	146 242	29 187	197 613	160 321	37 292	23%	146 242
Transfers and Subsidies - Operational		85 872	107 341	92 118	926	12 772	99 693	(86 921)	-87%	92 118
Transfers and Subsidies - Capital		110 675	61 792	53 981	2 549	54 015	42 760	11 255	26%	53 981
Interest		4 022	41 836	41 836	2 829	13 671	27 890	(14 220)	-51%	41 836
Dividends			-	-	-	-	-	-		-
Payments										
Suppliers and employees		(2 079 926)	(729 494)	(728 222)	(56 574)	(546 368)	(629 312)	(82 944)	13%	(728 222)
Interest		(13 604)	(11 309)	(11 309)	-	(5 993)	(7 539)	(1 546)	21%	(11 309)
Transfers and Subsidies		-	(2 502)	(2 509)	(106)	(1 657)	(1 668)	(12)	1%	(2 509)
NET CASH FROM/(USED) OPERATING ACTIVITIES		**1 299 356**	**119 297**	**149 052**	**31 197**	**157 015**	**107 512**	**(49 502)**	**-46%**	**149 052**
CASH FLOWS FROM INVESTING ACTIVITIES										
Receipts										
Proceeds on disposal of PPE		1 258	10 000	14 000	-	8 220	6 672	(452)	-7%	14 000
Decrease (increase) in non-current receivables		-	-	-	-	-	-	-		-
Decrease (increase) in non-current investments			-	-	-	-	-	-		-
Payments										
Capital assets		(237 139)	(187 628)	(182 378)	(12 156)	(105 812)	(145 136)	(39 325)	27%	(182 378)
NET CASH FROM/(USED) INVESTING ACTIVITIES		**(235 881)**	**(177 628)**	**(168 378)**	**(12 156)**	**(99 592)**	**(138 465)**	**(38 873)**	**28%**	**(168 378)**
CASH FLOWS FROM FINANCING ACTIVITIES										
Receipts										
Short term loans			-	-	-	-	-	-		
Borrowing long term/refinancing		-	50 000	50 000	-	-	33 333	(33 333)	-100%	50 000
Increase (decrease) in consumer deposits		945	1 594	1 594	129	912	2 022	(1 110)	-55%	1 594
Payments										
Repayment of borrowing		-	(24 251)	(24 251)	-	(11 762)	(16 167)	(4 406)	27%	(24 251)
NET CASH FROM/(USED) FINANCING ACTIVITIES		**945**	**27 343**	**27 343**	**128**	**(10 850)**	**19 187**	**30 038**	**157%**	**27 343**
NET INCREASE/ (DECREASE) IN CASH HELD		**1 064 420**	**(30 988)**	**8 017**	**19 169**	**46 573**	**(11 765)**			**8 017**
Cash/cash equivalents at beginning:		487 521	392 575	438 957	466 360	438 957	438 957			438 957
Cash/cash equivalents at month/year end:		1 551 941	361 587	446 974	485 530	485 530	427 192			446 974

7.1 Cash Flow (Table C7)

Operating Activities:

The year-to-date cash from operating activities amounts to R157,015 million in comparison to the budgeted SDBIP projection of R107,512 million. This translates to a surplus of ± R49,502 million on the budgeted projection. The deviation is largely resultant of misalignment between the budgeted projections and actual receipts and payments to date. The deviation is expected to decrease as the year progresses. No material deviation is expected at this stage.

Capital & Investments:

The year-to-date cash from capital and investment activities amounts to (R99,592) million in comparison to the budgeted SDBIP projection of (R138,465) million. The deviation represents the spending on capital programs not being in line with projections for the year-to-date. No material deviations are expected at this stage.

Cash Flow from Financing Activities:

The year-to-date cash from financing activities amounts to (R10,850) million, in comparison with the budgeted SDBIP projection of R19,187 million. The deviation is attributed to the budgeted SDBIP projections not considering the bi- annual payments of borrowings or the expected date when the new loan will be taken up. No material deviations are expected at year-end at this stage.

Financial problems and potential risks for the Municipality

Currently there are no risks, and the Municipality has a positive cashflow.

Loan Register

MARCH 2026

SUMMARY OF EXTERNAL LOANS FOR MARCH 2026

Lending Institition	Loan Reference No.	Balance 01/03/2026	New Loans taken up during month	Repayments during the month	Balance 31/03/2026	Total outstanding loan per Institution	Interest	Total instalment	Cheque / ACB No.
DBSA	WC12007420/61006812	0.00			0.00				
DBSA	WC12007748/61007148	0			0.00				
DBSA	WC12007830 B/61007233	0			0.00				
DBSA	61007562	13 671 632			13 671 631.79	13 671 631.79			
FNB	4-000-019-445-833	0			0.00				
NEDBANK	578310306110002	0			0.00				
STANDARD BANK	280033036000/536633	3 446 702			3 446 701.91				
ABSA	4068858722	4 404 081			4 404 080.80	4 404 080.80			
CONSESSIONARY LOAN									
STANDARD BANK	606256	16 086 995			16 086 994.52				
STANDARD BANK	654745	39 303 901			39 303 901.48				
STANDARD BANK	797131	33 786 474			33 786 473.53	92 624 071.44			
TOTAL		110 699 784	0.00	0.00	110 699 784	110 699 784.03	0.00	0.00	

7.3 Investment Portfolio as at 31 March 2026

HESSEQUA MUNISIPALITEIT
KORTTERMYN BELEGGINGS **2026/03/31**

Verw. No	Bankinstelling	Koers/Termyn	Vervaldatum	Bedrag 2024/25	Bedrag 2024/25	Verwysing	Rente 2024/25	Rente 2025/26	Rente 2024/25 voorsien	Ontrekking 2025/26	Verwys No	Ontrekking 2025/26	Balans 31/03/2026
	SALDO 1/07/2025												
697	NEDBANK	11 MINDE @ 8.200%	14 JUL 2025	20 000 000		Tel: 90268736-41 - 2024/25/14	1 583 013.70	84 109.59	1 583 013.70	20 000 000	Kw 792707-05- 15/07/2025	-21 947 123.29	0.00
698	NEDBANK	11 MINDE @ 8.170%	28 AUG 2025	12 000 000		Tel: 90268742-41 - 2024/25/14	736 201.92	95 454.55	783 001.92	12 000 000	Kw 794084-65- 28/08/2025	-12 879 456.50	0.00
699	ABSA	11 MINDE @ 8.650%	30 JUL 2025	10 000 000		Tel: 90270027-28 - 2025/26/10	747 876.71	71 109.59	747 876.71	10 000 000		-10 818 986.30	0.00
700	ABSA	11+ MINDE @ 8.360%	15 AUG 2025	10 000 000		Tel: 90270029-28 - 2025/26/10	747 876.71	110 342.47	747 876.71	10 000 000	Kw 794084-65- 15/08/2025	-10 858 218.18	0.00
702	NEDBANK	11 MINDE @ 8.200%	15 AUG 2025	10 000 000		Tel: 90270031-28 - 2025/26/10	680 517.81	110 383.56	680 517.81	10 000 000	Kw 794087-65- 15/08/2025	-10 808 305.64	0.00
703	NEDBANK	11+ MINDE @ 8.200	05 SEPT 2025	10 000 000		Tel: 90270033-64 - 2025/26/17	696 517.81	159 464.93	680 517.81	10 000 000	Kw 795981-82- 11/09/2025	-10 863 002.74	0.00
704	NEDBANK	11+ MINDE @ 8.774%	15 SEP 2025	10 000 000		Tel: 90270035-65 - 2025/26/20	636 550.96	182 591.51	680 550.96	10 000 000	Kw 795 483-47- 15/09/2025	-10 841 342.47	0.00
705	STANDARD BANK	11+ MINDE @ 8.775%	24 SEP 2025	15 000 000		Tel: 90270147-72 - 2025/26/20	988 089.04	310 100.14	965 389.04	15 000 000	Kw 795983-65- 20/09/2025	-16 289 219.18	0.00
707	STANDARD BANK	11 MINDE @ 8.803%	02 OCT 2025	10 000 000		Tel: 90270170-73 - 2025/26/21	637 994.93	226 493.15	637 664.93	10 000 000	Kw 797196-97- 02/10/2025	-10 863 178.08	0.00
708	STANDARD BANK	11 MINDE @ 8.825%	17 OCT 2025	20 000 000		Tel: 90274410-15 - 2025/11/19	1 088 013.70	522 246.57	1 088 013.70	20 000 000	Kw 797783-24- 21/10/2025	-21 840 260.27	0.00
709	STANDARD BANK	11 MINDE @ 8.783%	21 OCT 2025	20 000 000		Tel: 90274415-16 - 2025/11/21	1 064 383.56	536 500.37	1 064 383.56	20 000 000	Kw - 22/10/2025	-21 851 369.86	0.00
710	STANDARD BANK	11+ MINDE @ 8.800%	14 NOV 2025	15 000 000		Tel: 90274419-21 - 2025/11/21	802 849.32	699 038.49	802 849.32	15 000 000	Kw 799918-19- 19/11/2025	-16 301 917.81	0.00
712	ABSA	11 MINDE @ 8.650%	14 NOV 2025	20 000 000		Tel: 90274419-73 - 2025/12/23	965 547.94	592 020.53	965 547.94	20 000 000	Kw 799920-20- 20/11/2025	-21 592 547.94	0.00
713	STANDARD BANK	11+ MINDE @ 8.700%	19 DEC 2025	20 000 000		Tel: 90274474-77 - 2025/12/23	806 753.42	810 478.08	806 753.42	20 000 000		-21 720 361.51	0.00
714	ABSA	10 MINDE @ 8.150%	13 NOV 2025	15 000 000		Tel: 90274187-62 - 2025/11/13	425 308.90	321 419.86	452 308.90	15 000 000	Kw 799952-22- 13/11/2025	-16 723 399.50	0.00
715	ABSA	10 MINDE @ 8.740%	12 DEC 2025	10 000 000		Tel: 90274185-64 - 2025/11/13	404 673.97	392 701.37	404 673.97	10 000 000		-16 797 375.34	0.00
716	ABSA	10 MINDE @ 8.660%	21 NOV 2025	5 000 000		Tel: 90272739 - 2025/01/22	189 806.21	189 641.10	189 806.21	5 000 000	Kw 799924-23- 20/11/2025	-8 359 449.31	0.00
717	STANDARD BANK	11 MINDE @ 8.725%	22 DEC 2025	10 000 000		Tel: 90272738-61 - 2025/12/22	345 455.75	415 301.51	382 455.75	10 000 000		-16 798 387.26	0.00
718	STANDARD BANK	11 MINDE @ 8.650%	27 DEC 2025	5 000 000		Tel: 90272644 - 2025/12/23	148 438.36	204 986.30	148 438.36	5 000 000		-8 353 424.66	0.00
719	STANDARD BANK	11 MINDE @ 8.675%	06 JAN 2026	10 000 000		Tel: 90272646-46 - 2025/12/23	296 455.75	490 732.89	296 455.75	10 000 000	Kw 800174-79- 31/01/2026	-16 795 196.62	0.00
720	STANDARD BANK	11 MINDE @ 8.675%	20 JAN 2026	10 000 000		Tel: 90272920-28 - 2025/12/23	296 455.75	490 732.89	282 351.62	10 000 000	Kw 800175-79- 31/01/2026	-16 792 351.92	0.00
721	ABSA	10 MINDE @ 8.510%	12 JAN 2026	5 000 000		Tel: 90273072 - 2025/05/12	129 396.60	227 321.92	129 396.60	5 000 000	Kw 800406-67- 31/01/2026	-8 356 720.55	0.00
723	STANDARD BANK	10 MINDE @ 8.525%	14 JAN 2026	5 000 000		Tel: 90273159 - 2025/05/14	127 291.10	230 058.22	127 291.10	5 000 000	Kw 800403-64- 31/01/2026	-8 357 349.32	0.00
724	STANDARD BANK	11 MINDE @ 8.625%	13 FEB 2026	10 000 000		Tel: 90273170-71 - 2025/05/14	257 553.45	536 424.11	257 996.45	10 000 000	Kw 804282-65- 11/02/2026	-16 792 912.50	0.00
725	ABSA	10 MINDE @ 8.350%	10 FEB 2026	15 000 000		Tel: 90273560-64 - 2025/04/10	285 731.50	772 308.23	282 731.50	15 000 000	Kw 804014-65- 11/02/2026	-16 265 071.23	0.00
726	STANDARD BANK	11 MINDE @ 8.400%	10 MAR 2026	15 000 000		Tel: 90273565-67 - 2025/04/10	284 753.42	975 096.89	384 753.42	15 000 000	Kw 805729-26- 20/02/2026	-16 159 849.31	0.00
728	STANDARD BANK	10 MINDE @ 8.400%	13 FEB 2026	5 000 000		Tel: 90273608 - 2025/04/15	88 902.74	291 205.48	88 902.74	5 000 000	Kw 804084-65- 17/02/2026	-8 349 808.22	0.00
729	ABSA	10 MINDE @ 8.150%	28 MAR 2026	10 000 000		Tel: 90273655-68 - 2025/05/09	116 342.46	580 452.05	116 342.46	10 000 000	Kw 805556-69- 11/03/2026	-12 958 794.52	0.00
730	ABSA	11 MINDE @ 8.150%	09 APR 2026	5 000 000		Tel: 90273670-72 - 2025/05/09			177 731.50				15 000 000.00
732	ABSA	10 MINDE @ 8.100%	30 MAR 2026	5 000 000		Tel: 90274182 - 2025/05/12	30 457.29	304 789.05	55 857.53	5 000 000	Kw 805558-69- 11/03/2026	-8 360 945.58	0.00
733	ABSA	11 MINDE @ 8.250%	30 APR 2026	10 000 000		Tel: 90274386-69 - 2025/09/30			72 328.78				10 000 000.00
734	ABSA	8+ MINDE @ 8.070%	24 APR 2026	5 000 000		Tel: 90274894 - 2025/06/30			1 106.47				5 000 000.00
736	STANDARD BANK	11 MINDE @ 8.150%	29 MAY 2026	15 000 000		Tel: 90274895-67 - 2025/09/30			3 349.32				15 000 000.00
736	STANDARD BANK	11+ MINDE @ 8.150%	24 JUN 2026	15 000 000		Tel: 90274896-67 - 2025/09/30			3 364.93				15 000 000.00
737	ABSA	10 MINDE @ 8.250%	27 MAY 2026		15 000 000	Tel: 90275008-41 - 2025/10/27							15 000 000.00
738	ABSA	11 MINDE @ 8.200%	26 JUNE 2026		15 000 000	Tel: 90275010-14 - 2025/10/27							15 000 000.00
739	ABSA	11 MINDE @ 8.125%	16 JUNE 2026		10 000 000	Tel: 90275237-66 - 2025/07/16							10 000 000.00
740	ABSA	10+ MINDE @ 8.300%	25 JUNE 2026		10 000 000	Tel: 90275520-21 - 2025/07/31							10 000 000.00
741	ABSA	11+ MINDE @ 8.350%	25 JULY 2026		10 000 000	Tel: 90275535-23 - 2025/07/31							10 000 000.00
742	ABSA	11 MINDE @ 7.900%	07 JUL 2026		15 000 000	Tel: 90275199-65 - 2025/08/27							15 000 000.00
743	ABSA	11 MINDE @ 7.850%	15 JUL 2026		10 000 000	Tel: 90275684-69 - 2025/08/15							10 000 000.00
744	ABSA	11+ MINDE @ 7.870%	14 AUG 2026		20 000 000	Tel: 90275820-31 - 2025/09/22							20 000 000.00
745	NEDBANK	11 MINDE @ 7.724%	22 JUL 2026		10 000 000	Tel: 90275832-33 - 2025/09/22							10 000 000.00
746	NEDBANK	10 MINDE @ 7.940%	21 AUG 2026		10 000 000	Tel: 90275847-16 - 2025/10/22							10 000 000.00
747	NEDBANK	11 MINDE @ 7.980%	22 SEP 2026		10 000 000	Tel: 90275918-20 - 2025/10/22							10 000 000.00
748	NEDBANK	11+ MINDE @ 7.750%	19 OCT 2026		20 000 000	Tel: 90275921-24 - 2025/10/22							20 000 000.00
749	NEDBANK	10 MINDE @ 7.594%	21 SEP 2026		20 000 000	Tel: 90274411-14 - 2025/11/21							20 000 000.00
750	NEDBANK	11 MINDE @ 7.594%	21 OCT 2026		20 000 000	Tel: 90274415-16 - 2025/11/21							20 000 000.00
751	ABSA	11 MINDE @ 7.550%	27 OCT 2026		10 000 000	Tel: 90277573-74 - 2025/11/27							10 000 000.00
752	ABSA	11+ MINDE @ 7.590%	24 NOV 2026		20 000 000	Tel: 90277575-76 - 2025/11/27							20 000 000.00
753	ABSA	11+ MINDE @ 7.720%	04 DEC 2026		20 000 000	Tel: 90277788-82 - 2025/12/15							20 000 000.00
754	NEDBANK	11 MINDE @ 7.590%	10 NOV 2026		20 000 000	Tel: 90277789-86 - 2025/12/15							20 000 000.00
755	NEDBANK	11 MINDE @ 7.413%	17 DEC 2026		10 000 000	Tel: 90278249-84 - 2026/01/15							10 000 000.00
756	NEDBANK	11+ MINDE @ 7.465%	08 JAN 2027		10 000 000	Tel: 90278256-85 - 2026/01/15							10 000 000.00
757	NEDBANK	11 MINDE @ 7.260%	13 JAN 2027		20 000 000	Tel: 90278726-23 - 2026/02/13							20 000 000.00
758	NEDBANK	11+ MINDE @ 7.320%	01 FEB 2027		20 000 000	Tel: 90278724-27 - 2026/02/13							20 000 000.00
759	ABSA	11+ MINDE @ 7.130%	12 FEB 2027		10 000 000	Tel: 90278926-23 - 2026/02/27							10 000 000.00
760	NEDBANK	11+ MINDE @ 7.324%	19 FEB 2027		10 000 000	Tel: 90279017-18 - 2026/03/06							10 000 000.00
761	ABSA	11+ MINDE @ 7.650%	05 MAR 2027		20 000 000	Tel: 90279186-69 - 2026/03/12							20 000 000.00
763	NEDBANK	11+ MINDE @ 7.550%	24 FEB 2027		15 000 000	Tel: 90279170-72 - 2026/03/12							15 000 000.00
				390 000 000.00	360 000 000.00		15 748 869.86	10 661 851.12	15 606 749.94	330 000 000.00		-366 410 721.09	440 000 000.00

CALL DEPOSIT ACCOUNT **2025/2026**

Verw. No	Bankinstelling	Koers/Termyn	Verw. No		Saldo 01/07/2025	Bedrag 2025/26	Bankkoste	Rente		Verw. No.	Ontrekking 2025/26	Verwys. No	Balans 31/03/2026
1	FNB	[redacted]	[redacted]		25 571 694.05	314 976 968.00	0.00	1 717 329.73		0.00	307 500 000.00	[redacted]	35 795 914.79
					25 571 694.05	314 976 968.00	0.00	1 717 329.73			307 500 000.00		35 795 914.79

475 795 914.79

Development Charges

Development charges for municipal infrastructure are included in investments. Year- to- date revenue from development charges amounts to R5,593 million, compared to a budgeted SDBIP amount of R5,853 million.

8 Debtors Age Analysis

WC042 Hessequa - Supporting Table SC3 Monthly Budget Statement - aged debtors - M09 March

Description	NT Code	Budget Year 2025/26										
R thousands		0-30 Days	31-60 Days	61-90 Days	91-120 Days	121-150 Dys	151-180 Dys	181 Dys-1 Yr	Over 1Yr	Total	Total over 90 days	Actual Bad Debts Written Off against Debtors	Impairment - Bad Debts i.t.o Council Policy
Debtors Age Analysis By Income Source													
Trade and Other Receivables from Exchange Transactions - Water	1200	4 695	1 395	903	836	724	663	2 761	5 990	17 968	10 975	2 325	-
Trade and Other Receivables from Exchange Transactions - Electricity	1300	11 997	1 691	717	299	242	230	1 012	2 669	18 857	4 452	456	-
Receivables from Non-exchange Transactions - Property Rates	1400	7 860	1 306	565	704	347	252	1 528	3 452	16 026	6 293	-	-
Receivables from Exchange Transactions - Waste Water Management	1500	2 586	816	561	513	477	438	2 123	5 265	12 800	8 817	1 644	-
Receivables from Exchange Transactions - Waste Management	1600	2 866	841	580	524	496	446	1 970	3 964	11 686	7 389	1 618	-
Receivables from Exchange Transactions - Property Rental Debtors	1700	-	-	-	-	-	-	-	-	-	-	-	-
Interest on Arrear Debtor Accounts	1810	380	352	327	303	292	277	1 358	3 140	6 429	5 370	-	-
Recoverable unauthorised, irregular, fruitless and wasteful expenditure	1820	-	-	-	-	-	-	-	-	-	-	-	
Other	1900	471	196	137	51	80	53	257	2 248	3 492	2 689	2 337	-
Total By Income Source	2000	30 854	6 598	3 829	3 229	2 648	2 371	11 089	26 727	87 258	45 985	8 381	-
2024/25 - totals only		40717879 1/4	2993357 3/7	2295260 5/7	2174612 4/9	1725411	1559298 6/7	10106668	29085220 7/8	90 596	44 651	0	0
Debtors Age Analysis By Customer Group													
Organs of State	2200	824	346	181	47	56	19	214	221	1 912	560	-	-
Commercial	2300	8 725	1 234	665	359	303	260	1 293	3 849	16 689	6 055	-	-
Households	2400	21 306	5 018	2 974	2 823	2 287	2 092	9 502	22 657	68 658	39 360	8 381	-
Other	2500	-	-	-	-	-	-	-	-	-	-	-	-
Total By Customer Group	2600	30 854	6 598	3 829	3 229	2 649	2 371	11 089	26 727	87 258	45 985	8 381	-

Debtors, 30 days older on 31 March 2026, amount to R56,404 million, in comparison to the amount of R57,063 million for 28 February 2026. This represents a decrease of R0,659 million for the month. The debtors' collection rate for March 2026 is 102,07% Strict credit control measures are being applied.

9. Creditors Age Analysis

Table SC4: Outstanding Creditors

WC042 Hessequa - Supporting Table SC4 Monthly Budget Statement - aged creditors - M09 March

Description	NT Code	Budget Year 2025/26									Prior year totals for chart (same period)
R thousands		0 - 30 Days	31 - 60 Days	61 - 90 Days	91 - 120 Days	121 - 150 Days	151 - 180 Days	181 Days - 1 Year	Over 1 Year	Total	
Creditors Age Analysis By Customer Type											
Bulk Electricity	0100									-	
Bulk Water	0200									-	
PAYE deductions	0300									-	
VAT (output less input)	0400	31 430								31 430	
Pensions / Retirement deductions	0500									-	
Loan repayments	0600									-	
Trade Creditors	0700	5 016								5 016	
Auditor General	0800									-	
Other	0900	30 638								30 638	
Medical Aid deductions	0950									-	
Total By Customer Type	1000	67 083	-	-	-	-	-	-	-	67 083	-

Normally the amount for creditors 30 days and older represent some cases where accounts are disputed and are investigated by the Creditors department. Trade and other payables consist of the following: unspent grants (R22,303) million, payments received in advance (R8,292) million, retentions (R16,736) million, and other creditors (R37,039) million. Trade creditors amount to (R5,016) million.

10 Grants & Donations

Table SC6: Transfers and grant receipts

WC042 Hessequa - Supporting Table SC6 Monthly Budget Statement - transfers and grant receipts - M09 March

Description	Ref	2024/25	Budget Year 2025/26							
R thousands		Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
RECEIPTS:	1,2									
Operating Transfers and Grants										
National Government:		66 856	71 320	71 320	17 415	70 312	59 912	10 400	17.4%	71 320
Energy Efficiency and Demand Side Management Grant		–	–	–	–	–	–	–		–
Equitable Share		63 158	67 378	67 378	16 845	67 378	57 271	10 107	17.6%	67 378
Expanded Public Works Programme Integrated Grant		1 236	1 351	1 351	124	1 270	955	315	33.0%	1 351
Integrated National Electrification Programme Grant		–	–	–	–	–	–	–		–
Local Government Financial Management Grant		1 700	1 800	1 800	383	1 128	1 124	3	0.3%	1 800
Municipal Disaster Relief Grant	3	–	–	–	–	–	–	–		–
Municipal Infrastructure Grant		762	791	791	63	537	562	(25)	-4.5%	791
Municipal Systems Improvement Grant		–	–	–	–	–	–	–		–
Other transfers and grants [insert description]								–		
Provincial Government:		817	3 835	7 560	24	458	3 306	(2 849)	-86.2%	7 560
Capacity Building and Other Grants		479	1 256	5 186	24	338	2 239	(1 901)	-84.9%	5 186
Infrastructure Grant		337	2 579	2 374	–	120	1 068	(948)	-88.8%	2 374
Other grant providers:		380	600	852	1	24	341	(316)	-92.9%	852
Buildings and Construction		–	–	–	–	–	–	–		–
Disaster Management Fund		–	–	–	–	–	–	–		–
Education Training and Development Practices SETA		78	600	600	–	23	240	(217)	-90.3%	600
Unspecified		301	–	252	1	1	101	(100)	-99.0%	252
Total Operating Transfers and Grants	5	68 053	75 755	79 731	17 440	70 794	63 559	7 235	11.4%	79 731
Capital Transfers and Grants										
National Government:		–	–	–	–	–	–	–		–
								–		
Provincial Government:		480	469	469	602	602	352	251	71.2%	469
Capacity Building and Other Grants		480	469	469	602	602	352	251	71.2%	469
Infrastructure Grant		–	–	–	–	–	–	–		–
District Municipality:		–	–	–	–	–	–	–		–
[insert description]								–		
Other grant providers:		1 500	–	639	–	–	256	(256)	-100.0%	639
[insert description]								–		
Developers Contribution		1 500	–	–	–	–	–	–		–
Unspecified		–	–	639	–	–	256	(256)	-100.0%	639
Total Capital Transfers and Grants	5	1 980	469	1 108	602	602	607	(5)	-0.8%	1 108
TOTAL RECEIPTS OF TRANSFERS & GRANTS	5	70 033	76 224	80 839	18 043	71 396	64 166	7 230	11.3%	80 839

Operating:

The year-to-date receipt is R70,794 million against the budgeted SDBIP projection of R63,559 million. No material deviation is expected at this stage.

Capital:

The year-to-date receipts amount to R0,602 million in comparison with the budgeted SDBIP projection of R0,607 million. No material deviation is expected at this stage.

11 Councillor and Staff benefits

WC042 Hessequa - Supporting Table SC8 Monthly Budget Statement - councillor and staff benefits - M09 March

Summary of Employee and Councillor remuneration R thousands	Ref	2024/25	Budget Year 2025/26							
		Audited Outcome	Original Budget	Adjusted Budget	Monthly actual	YearTD actual	YearTD budget	YTD variance	YTD variance %	Full Year Forecast
	1	A	B	C						D
Councillors (Political Office Bearers plus Other)										
Pension and UIF Contributions		491	440	552	43	369	392	(23)	-6%	552
Medical Aid Contributions		147	168	168	14	119	122	(3)	-3%	168
Cellphone Allowance		799	860	830	67	599	612	(12)	-2%	830
Other benefits and allowances		7 691	8 222	8 489	938	6 080	6 095	(15)	0%	8 489
Sub Total - Councillors		**9 128**	**9 690**	**10 039**	**1 062**	**7 167**	**7 220**	(54)	-1%	**10 039**
% increase	4		6.2%	10.0%						10.0%
Basic Salaries and Wages		5 770	7 617	8 326	459	6 238	6 450	(212)	-3%	8 326
Pension and UIF Contributions		1 060	1 488	1 688	83	1 126	1 238	(112)	-9%	1 688
Medical Aid Contributions		164	210	210	12	132	147	(15)	-10%	210
Performance Bonus		1 045	1 511	1 511	-	-	604	(604)	-100%	1 511
Motor Vehicle Allowance		796	833	837	89	692	647	45	7%	837
Cellphone Allowance		47	141	152	13	100	104	(4)	-4%	152
Housing Allowances		13	14	14	1	11	11	(0)	-1%	14
Other benefits and allowances		281	116	146	29	236	102	134	132%	146
Payments in lieu of leave		28	-	-	-	-	-	-		-
Long service awards		-	106	-	-	-	39	(39)	-100%	-
Sub Total - Senior Managers of Municipality		**9 125**	**12 037**	**12 884**	**686**	**8 635**	**9 342**	(807)	-9%	**12 884**
% increase	4		31.9%	41.2%						41.2%
Basic Salaries and Wages		144 409	170 552	169 532	12 795	117 182	122 625	(5 443)	-4%	169 532
Pension and UIF Contributions		26 468	30 743	30 911	2 381	21 423	22 385	(962)	-4%	30 911
Medical Aid Contributions		7 476	9 606	9 694	714	6 190	6 735	(545)	-8%	9 694
Overtime		8 374	7 884	8 574	596	6 398	6 316	82	1%	8 574
Performance Bonus		11 421	15 812	13 915	-	12 134	13 429	(1 295)	-10%	13 915
Motor Vehicle Allowance								-		
Cellphone Allowance		870	943	1 045	115	919	833	86	10%	1 045
Housing Allowances		1 387	905	925	67	626	658	(33)	-5%	925
Other benefits and allowances		9 364	9 287	9 339	847	7 467	7 156	311	4%	9 339
Payments in lieu of leave		1 371	-	151	90	320	150	170	113%	151
Long service awards		2 208	1 754	1 754	40	789	951	(162)	-17%	1 754
Post-retirement benefit obligations	2	8 208	10 605	10 605	331	2 763	5 506	(2 743)	-50%	10 605
In kind benefits		0	1	1	-	-	0	(0)	-100%	1
Sub Total - Other Municipal Staff		221 537	258 092	256 445	17 966	176 219	186 743	(10 833)	-6%	256 445
% increase	4		16.5%	15.8%						15.8%
Total Parent Municipality		**239 790**	**279 818**	**279 368**	**19 714**	**191 912**	**203 305**	(11 394)	-6%	**279 368**
Unpaid salary, allowances & benefits in arrears:										
Board Members of Entities										
TOTAL SALARY, ALLOWANCES & BENEFITS		**239 790**	**279 818**	**279 368**	**19 714**	**191 912**	**203 305**	(11 394)	-6%	**279 368**
% increase	4		16.7%	16.5%						16.5%
TOTAL MANAGERS AND STAFF		**230 661**	**270 128**	**269 329**	**18 653**	**184 745**	**196 085**	(11 340)	-6%	269 329

12 Top Layer SDBIP

Hessequa Quarter 3 Performance Report- 2025/2026

Hessequa Municipality

2025-2026: Top Layer KPI Report

Affordable and Quality Service Delivery

Ref	Responsible Directorate	KPI	Unit of Measurement	Quarter ending September 2025			Quarter ending December 2025			Quarter ending March 2026			Overall Performance for Quarter ending September 2025 to Quarter ending March 2026			Performance Comment
				Target	Actual	R	Target	Actual	R	Target	Actual	R	Target	Actual	R	
TL1	Office of the Municipal Manager	90% Expenditure of the Approved Capital Budget for the Municipality by end of financial year	% of budget spent	5%	23.67%	B	15%	42.96%	B	40%	58.02%	B	40%	58.02%	B	Target met
TL2	Office of the Municipal Manager	90% Expenditure of the Approved Operational Budget for the Municipality by end of financial year	% of budget spent	5%	17.19%	B	30%	42%	B	60%	66.85%	G2	60%	66.85%	G2	Target met
TL3	Office of the Municipal Manager	The number of registered indigent account holders (poor households) with access to free basic services	Number of registered indigent households with access to free basic services	4071	4071	G	4071	4071	G	4071	4071	G	4071	4071	G	Target met
TL4	Office of the Municipal Manager	Provision of electricity to residential properties connected to the municipal infrastructure network for both prepaid and credit electrical metering	Number of formal residential properties connected to the municipal electrical infrastructure network	12712	12712	G	12712	12712	G	12712	12712	G	12712	12712	G	Target met
TL5	Office of the Municipal Manager	Provision of refuse removal and solid waste disposal for residential account holders	Number of residential properties billed for refuse removal	13670	13670	G	13670	13670	G	13670	13670	G	13670	13670	G	Target met

Affordable and Quality Service Delivery

TL6	Office of the Municipal Manager	Provision of sanitation/sewerage services to residential account holders	Number of residential properties billed for sanitation/sewerage services	13 493	13 493	G	13 493	13 493	G	13 493	13 493	G	13 493	13 493	G	Target met
TL7	Office of the Municipal Manager	Provision of water to residential properties connected to the municipal infrastructure network for both prepaid and credit metering	Number of formal residential properties connected to the municipal water network	12 874	12 874	G	12 874	12 874	G	12 874	12 874	G	12 874	12 874	G	Target met
TL49	Technical Services	Submit stormwater masterplan for Stilbaai	Appointment of Consultant	0	0	N/A	0	0	N/A	0	0	N/A	0	0	N/A	Not yet measured
TL50	Technical Services	90% Expenditure of the approved Capital Budget of the Technical Department for Financial year	% capital budget spent	15%	26.58%	B	40%	44.71%	G2	70%	59.19%	O	70%	59.19%	O	Weekly progress meeting is taken place with management to monitor the progress and spending the full capital projects. Ongoing weekly discussions is taken place with all contractors to monitor progress on construction. The remaining water reticulation projects were funds were added by the end of March 2026, will be advertised by 17 April 2026. There will be three contractors appointed to spent the funds simultaneously.
TL51	Technical Services	90% Expenditure of the approved Operational Budget of the Technical Department for financial year	% of expenditure budget spent	0%	28.10%	B	40%	64.87%	B	70%	76.90%	G2	70%	76.90%	G2	Target met
TL52	Technical Services	Compile telemetry implementation plan for Stilbaai	Telemetry implementation plan compiled	1	1	G	0	0	N/A	0	0	N/A	1	1	G	Target met
TL53	Technical Services	Waste water quality maintained in line with SANS 241 waste water quality indicators	Average 80% of Ecoli results to comply with the SANS 241 standards for all waste water works	80%	83.33%	G2	80%	86.67%	G2	80%	80%	G	80%	83.33%	G2	Target met

Affordable and Quality Service Delivery

TL54	Technical Services	Water quality maintained in line with SANS241 water quality indicators	average 90% of Ecoli results to comply with the SANS241 standards for all water works	90%	100%	G2	90%	100%	G2	90%	100%	G2	90%	100%	G2	Target met
TL55	Technical Services	Limit water losses to less than 30% for financial year	% of water losses	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	Not yet measured
TL56	Technical Services	Water demand and conservation study in Riversdale	Progress report to Portfolio Committee	0	0	N/A	0	0	N/A	0	0	N/A	0	0	N/A	Not yet measured
TL57	Technical Services	90% Expenditure of Municipal Infrastructure Grant (MIG) for Financial year	% of Grant spent	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	Not yet measured
TL59	Technical Services	Limit electricity losses to 10% for financial year	% unaccounted electricity	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	Not yet measured

Good Governance and Performance Driven Organisation

Internal Ref / Indicator Code	Responsible Directorate	KPI	Unit of Measurement	Quarter ending September 2025			Quarter ending December 2025			Quarter ending March 2026			Overall Performance for Quarter ending September 2025 to Quarter ending March 2026			Performance Comment
				Target	Actual	R	Target	Actual	R	Target	Actual	R	Target	Actual	R	
TL8	Office of the Municipal Manager	Development & Submission of Annual Performance Report to AGSA by end August	Submission of documentation in time	1	1	G	0	0	N/A	0	0	N/A	1	1	G	Target met
TL9	Office of the Municipal Manager	Submission of Final IDP submitted to Council by May annually	Final IDP submitted to Council by May annually	0	0	N/A	0	0	N/A	0	0	N/A	0	0	N/A	Not yet measured
TL10	Office of the Municipal Manager	Report quarterly on the implementation of Internal Audit Reports to the Audit committee	Number of reports submitted	1	1	G	1	1	G	1	1	G	3	3	G	Target met
TL11	Corporate Management	The number of employees appointed to positions that are in line with the Employment Equity Plan targets.	% of appointments that are in line with the approved Employment Equity Plan targets	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	Not yet measured
TL12	Corporate Management	Maintain an average vacancy rate of less than 10% of budgeted staff establishment	Average % vacancy rate less than 10% reported Quarterly to Portfolio committee	10%	5%	B	10%	4.80%	B	10%	5.90%	B	10%	5.23%	B	Target met
TL13	Corporate Management	Implement the Workplace Skills Plan annually (Actual training obtained by staff divided by staff identified for training)	% of personnel identified for training that completed training annually	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	Not yet measured

Good Governance and Performance Driven Organisation

TL14	Corporate Management	Develop ICT Policy Compliance Framework.	Approved ICT compliance framework.	0	0	N/A	1	1	G	0	0	N/A	1	1	G	Target met
TL15	Corporate Management	Develop a central electronic platform where members of the public can submit/register complaints and service requests as well as receive newsfeed, notifications and municipal accounts.	Development of central electronic platform.	0	0	N/A	0	0	N/A	0	1	B	0	1	B	Target met
TL16	Corporate Management	90% Spending of Municipal Replacement fund (Grant) and Community Library Services Grant by end of June of the financial year	Percentage of grant spent	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	Not yet measured
TL17	Corporate Management	Review of the insured values of municipal buildings	Insurance values reviewed	0	0	N/A	0	0	N/A	0	0	N/A	0	0	N/A	Not yet measured
TL19	Corporate Management	Compile a Marketing Strategy for the camps to increase the occupation rate and revenue, especially during the off season period	Marketing Strategy submitted to Portfolio Committee	0	0	N/A	1	0	R	0	1	B	1	1	G	Target met

Safe Communities and Environment

Internal Ref / Indicator Code	Responsible Directorate	KPI	Unit of Measurement	Quarter ending September 2025			Quarter ending December 2025			Quarter ending March 2026			Overall Performance for Quarter ending September 2025 to Quarter ending March 2026			Performance Comment
				Target	Actual	R	Target	Actual	R	Target	Actual	R	Target	Actual	R	
TL18	Corporate Management	90% Expenditure of Approved budget for maintenance of Municipal camp sites by end of Financial year	% Budget Spent	15%	25.92%	B	40%	61.67%	B	60%	69.83%	G2	60%	69.83%	G2	Target met
TL38	Community Services	90% expenditure of funds allocated for Eradication of Title Deed Transfer Backlogs	% of funds spent of the budgeted amount for the eradication of Title Deeds Transfer Backlogs	0%	0%	N/A	5%	6%	G2	25%	29%	G2	25%	29%	G2	Target met
TL39	Community Services	Monthly collection value of Traffic fines.	Achieve monthly collection rate of R1 000 000	3 000 000	9 328 087	B	3 000 000	6 736 295	B	3 000 000	7 502 738	B	9 000 000	23 567 120	B	Target met
TL40	Community Services	The successful obtaining of one (1) prohibitory interdict / declaratory order on all the pieces of vacant land earmarked for future housing projects against illegal occupation.	Interim / Final Court Orders	0	0	N/A	0	0	N/A	0	0	N/A	0	0	N/A	Not yet measured
TL41	Community Services	Implement Thusong Outreach Programmes for financial year	Number of programmes	6	9	B	4	9	B	4	6	B	14	24	B	Target met
TL42	Community Services	% Spending of Capital funding of to be established Department of Home Affairs Service Point.	% of funding spent to establish service point	0%	0%	N/A	0%	0%	N/A	0%	62%	B	0%	62%	B	Target met
TL43	Community Services	90% Spending of Provincial funding for the rolling out of Affordable Housing initiatives	% of funding spent for rolling out of affordable housing initiatives	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	Not yet measured
TL44	Community Services	40 BNG Top Structures or housing opportunities Melkhoutfontein Project	Number of top structures or housing opportunities at Melkhoutfontein	0	0	N/A	0	0	N/A	0	0	N/A	0	0	N/A	Not yet measured

Safe Communities and Environment

Internal Ref / Indicator Code	Responsible Directorate	KPI	Unit of Measurement	Quarter ending September 2025			Quarter ending December 2025			Quarter ending March 2026			Overall Performance for Quarter ending September 2025 to Quarter ending March 2026			Performance Comment
				Target	Actual	R	Target	Actual	R	Target	Actual	R	Target	Actual	R	
TL45	Community Services	33 Housing opportunities for qualifying beneficiaries who fall in the income bracket of between R3501 and R7000	Number of housing opportunities created	0	0	N/A	0	0	N/A	0	0	N/A	0	0	N/A	Not yet measured
TL46	Community Services	Handover of Title Deeds	Number of Title Deeds handed over	35	36	G2	35	36	G2	35	44	G2	105	116	G2	Target met
TL47	Community Services	Receive a performance of not less than 80% for the formal Provincial Audits on the Licensing Agency Services	Average % achieved for the financial year	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	Not yet measured
TL48	Community Services	Feasibility study - Municipal Pound Services to be outsourced	Study submitted to PC	0	0	N/A	0	0	N/A	0	0	N/A	0	0	N/A	Not yet measured
TL58	Technical Services	Tons recycle waste per year as reported by Henque Waste	Monthly Henque Waste reports	375	512.12	B	375	546.49	B	375	529.26	B	1 125	1 587.87	B	Target met

Socio-Economic Development

Internal Ref / Indicator Code	Responsible Directorate	KPI	Unit of Measurement	Quarter ending September 2025			Quarter ending December 2025			Quarter ending March 2026			Overall Performance for Quarter ending September 2025 to Quarter ending March 2026			Performance Comment
				Target	Actual	R	Target	Actual	R	Target	Actual	R	Target	Actual	R	
TL29	Development Planning	Quarterly report on Development Trends to PC	Number of reports submitted to PC	1	1	G	1	1	G	1	1	G	3	3	G	Target met
TL30	Development Planning	Stilbaai: Implementing Phase I of the Western Bypass Road	Phase 1 implemented	0	0	N/A	0	0	N/A	0	0	N/A	0	0	N/A	Not yet measured
TL31	Development Planning	Evaluate land use applications within 120 days by the Planning Tribunal, after receipt of all relevant information and documents in terms of SPLUMA	Average number of days to process land use applications received not exceeding 120 days	120	0	N/A	120	62	B	120	0	N/A	120	62	B	Target met
TL32	Development Planning	Process land use applications within 14 working days	Average number of days to process land use applications received not exceeding 14 working days	14	2.32	B	14	2.98	B	14	3.61	B	14	2.97	B	Target met
TL33	Development Planning	Inspect illegal Building use activities and issue a notice within 10 working days after receipt of a formal, written complaint	Average number of days to issue notices not exceeding 10 working days	10	4.33	B	10	2.67	B	10	3	B	10	3.33	B	Target met
TL34	Development Planning	Finalise occupancy certification within 14 days after receipt of all applicable information	Average number of days to finalise occupancy certificates not exceeding 14 days	14	6	B	14	3.33	B	14	2	B	14	3.78	B	Target met
TL35	Development Planning	Operational budget spent for Environmental Management Department	% of budget spent	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	0%	0%	N/A	Not yet measured
TL36	Development Planning	Witsand: reconstruction of the Duma Jetty	Completed reconstruction of Duma Jette	0	0	N/A	0	0	N/A	0	0	N/A	0	0	N/A	Not yet measured
TL37	Development Planning	90% expenditure of Tourism Budget	% of expenditure spent	0%	0%	N/A	30%	48%	B	0%	0%	N/A	30%	48%	B	Target met

Sustainable Financial Management

Internal Ref / Indicator Code	Responsible Directorate	KPI	Unit of Measurement	Quarter ending September 2025			Quarter ending December 2025			Quarter ending March 2026			Overall Performance for Quarter ending September 2025 to Quarter ending March 2026			Performance Comment
				Target	Actual	R	Target	Actual	R	Target	Actual	R	Target	Actual	R	
TL20	Financial Services	Complete the Annual Financial Statement and submit to the Auditor General by 31 August annually	Statements submitted	1	1	G	0	0	N/A	0	0	N/A	1	1	G	Target met
TL21	Financial Services	Report Bi-annually on the progress made on the Audit Outcomes report	Number of reports submitted to the Mayoral Committee	0	0	N/A	0	0	N/A	1	1	G	1	1	G	Target met
TL22	Financial Services	Submit a liquidity report of the Municipality to the Mayoral Portfolio Committee annually	Number of reports submitted	0	0	N/A	0	0	N/A	1	1	G	1	1	G	Target met
TL23	Financial Services	Unqualified Financial Audit as reported by Auditor General	Number of Unqualified Financial Audit result	0	0	N/A	1	1	G	0	0	N/A	1	1	G	Target met
TL24	Financial Services	Indigent affordability assessment report submitted to Portfolio Committee by February	Report submitted	0	0	N/A	0	0	N/A	1	1	G	1	1	G	Target met
TL25	Financial Services	Complete the annual stock take to ensure that at least 80% inventory is accounted for by the end of June and report to Council by the end of August	Annual stock take completed by July and report by August on the % of stock accounted for	80%	100%	G2	0%	0%	N/A	0%	0%	N/A	80%	100%	G2	Target met
TL26	Financial Services	Management of Income annual payment rate of thresholds higher than 95% for financial year	% Income thresholds higher than 95% maintained for financial year	0	0	N/A	95	93.16	O	0	0	N/A	95	93.16	O	Target almost met . Strict implementation of credit control policy by blocking of pre-paid meters in order for consumers to make appropriate arrangements to settle debt that will increase the collection rate.

Sustainable Financial Management

Internal Ref / Indicator Code	Responsible Directorate	KPI	Unit of Measurement	Quarter ending September 2025			Quarter ending December 2025			Quarter ending March 2026			Overall Performance for Quarter ending September 2025 to Quarter ending March 2026			Performance Comment
				Target	Actual	R	Target	Actual	R	Target	Actual	R	Target	Actual	R	
TL27	Financial Services	Conduct quarterly outreaches to satellite offices for internal Revenue Management / Customer Care Improvement	Number of outreaches conducted at satellite offices	1	1	G	1	2	B	1	1	G	3	4	B	Target met
TL28	Financial Services	Conduct Outreach to external stakeholders for SCM Processes education	Number of outreaches conducted	0	0	N/A	1	0	R	0	1	G	1	1	G	Target Met

Cost Containment Measures

Cost Containment Monthly Report											
Cost Containment Measures	Budget YTD	Jul-25	Aug-25	Sept-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Savings
	R'000	R'000	R'000	R'000	R'000	R'000	R'000	R'000	R'000	R'000	R'000
Use of consultants	8 532	105	302	573	552	391	464	191	288	906	4 760
Overtime	6 316	619	541	635	- 50	545	692	1 850	970	596	- 82
Vehicles used for political office-bearers	-	-	-	-	-	-	-	-	-	-	-
Travel and subsistence	1 658	149	68	301	73	178	189	146	121	177	256
Domestic accommodation	482	44	101	94	43	18	5	1	31	13	132
Sponsorships and catering	371	42	39	23	58	45	11	19	119	25	- 10
Communication	413	4	12	11	12	3	25	4	11	12	319
Conferences, Meetings & Study tours	568	26	84	84	5	45	45	- 2	123	31	127
Other related expenditure items (Events)	195	12	38	13	68	19	-	-	8	11	26
Total	**18 535**	**1 001**	**1 185**	**1 734**	**761**	**1 244**	1 431	**2 209**	**1 671**	**1 771**	**5 528**

Kindly note that savings are based on the implementation of cost containment measures and predicted cashflows for the period under review.

Cost Containment Annual Report			
Cost Containment Measure	Budget	Total Expenditure YTD	Savings
	R'000	R'000	R'000
Use of consultants	15 865	3 772	12 093
Overtime	8 574	6 398	2 176
Vehicles used for political office-bearers	-	-	-
Travel and subsistence	2 511	1 402	1 109
Domestic accommodation	752	350	402
Sponsorships and catering	571	381	190
Communication	925	94	831
Conferences, Meetings & Study tours	988	441	547
Other related expenditure items (Events)	264	169	95
Total	**30 450**	**13 007**	**17 443**

Kindly note that savings are based on the implementation of cost containment measures and predicted cashflows for the period under review.

HESSEQUA

Munisipaliteit / Municipality / U Masipala

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Verw. / Ref: 5/1/1/1

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QUALITY CERTIFICATE

I, **A S A de Klerk,** the municipal manager of **Hessequa Municipality**, hereby certify that –

The Quarterly report on the implementation of the budget and financial state affairs of the municipality (Section 52 Report)

For the period ending **31 March 2026** has been prepared in accordance with the Municipal Finance Management Act and regulations made under the Act.

Acting Municipal Manager of Hessequa Municipality – WC042

A S A de Klerk

Signature _____

Date 20 April 2026