



**MUNISIPALITEIT THEEWATERSKLOOF MUNICIPALITY**

**[18 FEBRUARIE / FEBRUARY 2026]**

**KENNISGEWING / NOTICE**

**RAADSVERGADERING / COUNCIL MEETING**

**A G E N D A**

**DATUM / DATE : 27 FEBRUARIE / FEBRUARY 2026**

**PLEK / VENUE : RAADSAAL / COUNCIL CHAMBERS:  
CALEDON**

**TYD / TIME : 09:00**

## **MUNISIPALITEIT THEEWATERSKLOOF**

**Kantoor van die Munisipale  
Bestuurder  
Munisipale Kantore  
CALEDON**

18 Februarie 2026

KENNISGEWING AAN ALLE RAADSLEDE

RAADSVERGADERING VAN DIE THEEWATERSKLOOF MUNISIPALE RAAD

**Kennis geskied hiermee dat 'n Raadsvergadering geskeduleer is vir Vrydag, 27 Februarie 2026 om 09:00 in die Raadsaal: Caledon om die onderstaande agenda te bespreek.**

*Raadslede se aandag word gevestig op die Gedragskode vir Raadslede, Skedule 7 van die Wysigingswet op Plaaslike Regering: Munisipale Strukture, 2021 (Wet 3 van 2021) en Munisipale Beampies, Skedule 2 van die Wet op Plaaslike Regering: Munisipale Stelsels, 2000 (Wet 32 van 2000).*

Rdsh WH Wells  
SPEAKER

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## **THEEWATERSKLOOF MUNICIPALITY**

**Office of the Municipal  
Manager  
Municipal Offices  
CALEDON**

18 February 2026

NOTICE TO ALL COUNCILLORS

COUNCIL MEETING OF THE THEEWATERSKLOOF MUNICIPAL COUNCIL

**Notice is hereby given that a Council Meeting is scheduled for Friday, 27 February 2026 at 09:00 in the Council Chambers: Caledon, to discuss the undermentioned agenda.**

*The attention of Councillors is directed to the Code of Conduct for Councillors, Schedule 7 of the Local Government: Municipal Structures Amendment Act, 2021 (Act 3 of 2021) and Municipal Officials, Schedule 2 of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000).*

Aldm WH Wells  
SPEAKER

**NAAM EN VAN / NAME AND SURNAME****Raadslede / Councillors :**

Raadsheer/Alderman LM de Bruyn

Raadsheer/Alderman CC Clayton

Raadsheer/Alderman WH Wells

Raadsheer/Alderman DA Appel

Raadslid/Councillor CA Benjamin

Raadslid/Councillor M Botes

Raadslid/Councillor CT Cloete

Raadsheer/Alderman S Fredericks

Raadslid/Councillor M Gana

Raadslid/Councillor DA Jacobs

Raadslid/Councillor D Jooste

Raadslid/Councillor H Linnerts

Raadslid/Councillor JD Lekhori

Raadslid/Councillor TP Lemina

Raadsheer/Alderman BB Mkhwibiso

Raadslid/Councillor M Mpambani

Raadslid/Councillor MA Nomkoko

Raadsheer/Alderman MR Nongxaza

Raadslid/Councillor FO Ntantiso

Raadslid/Councillor V Papier

Raadsheer/Alderman M Plato-Mentoor

Raadslid/Councillor MS Shale

Raadslid/Councillor J Smit

Raadslid/Councillor C Smith

Raadslid/Councillor PJ Stander

Raadslid/Councillor YM van Tonder

Raadslid/Councillor TB Zimmermann

**MUNISIPALITEIT THEEWATERSKLOOF MUNICIPALITY**

**RAADSVERGADERING / COUNCIL MEETING**

**AGENDA**

**[27 FEBRUARIE / FEBRUARY 2026]**

<b>ITEM NO</b>	<b>ITEM BESKRYWING / DESCRIPTION</b>	<b>BLADSY NR / PAGE NO</b>
<b>A.</b>	<b><u>OPENING: VERWELKOMING /</u> <b><u>OPENING: WELCOME</u></b></b>	
<b>B.</b>	<b><u>VERKIESING VAN SPEAKER</u> (indien nodig) <b><u>ELECTION OF SPEAKER</u> (if necessary)</b></b>	
<b>C.</b>	<b><u>BYWONINGSREGISTER</u> <b><u>ATTENDANCE REGISTER</u></b></b>	
C.1	Teenwoordig / Present	
C.2	Aansoek(e) om verlof tot afwesigheid / Application(s) for leave of absence	
<b>D.</b>	<b><u>NOTULES EN/OF VERSLAE VAN DIE UBK VIR</u> <b><u>KENNISNAME AAN DIE RAAD</u> <b><u>MINUTES AND/OR REPORTS OF THE EMC FOR</u> <b><u>COUNCIL'S COGNIZANCE</u></b></b></b></b>	
D.1	UBK Vergadering – 13 Januarie 2026 EMC Meeting – 13 January 2026	
D.2	UBK Vergadering – 19 Januarie 2026 EMC Meeting – 19 January 2026	
<b>E.</b>	<b><u>BEKRAGTIGING VAN NOTULES EN/OF VERSLAE</u> <b><u>VAN DIE RAAD</u> <b><u>CONFIRMATION OF MINUTES AND/OR REPORTS</u> <b><u>OF COUNCIL</u></b></b></b></b>	
E.1	Raadsvergadering – 22 Januarie 2026 Council Meeting – 22 January 2026	

ITEM NO	ITEM BESKRYWING / DESCRIPTION	BLADSY NR / PAGE NO
F.	<b><u>VERKLARINGS EN MEDEDELINGS DEUR DIE SPEAKER / STATEMENTS AND COMMUNICATIONS BY THE SPEAKER</u></b>	
G.	<b><u>VERKLARINGS EN MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER / STATEMENTS AND COMMUNICATIONS BY THE EXECUTIVE MAYOR</u></b>	
H.	<b><u>VOORLEGGINGS / PRESENTATIONS</u></b>	
H.1	Implementation of AARTO in Theewaterskloof Municipality (Mr WSE Solomons-Johannes)	
H.2	Community Work Programme (CWP) (Ms F van der Schyff)	1
I.	<b><u>VERSLAE VOORGELê DEUR DIE KANTOOR VAN DIE MUNISIPALE BESTUURDER REPORTS SUBMITTED BY THE OFFICE OF THE MUNICIPAL MANAGER</u></b>	
C51/2026	IDP: Reporting on performance of contractors: October 2025 till December 2025 [8/2/3/5/1]	2 – 6
C52/2026	Internal Audit: Performance- and Audit Committee Report: 1 October 2025 – 31 December 2025 [5/14/1/2]	7 – 34
J.	<b><u>VERSLAE VOORGELê DEUR DIE DIREKTORAAT KORPORATIEWE DIENSTE REPORTS SUBMITTED BY THE DIRECTORATE CORPORATE SERVICES</u></b>	
C53/2026	Reporting on performance of contractors: October till December 2025 [8/2/3/5/2]	35 – 81
C54/2026	Office of the Speaker: Alleged breach of Code of Conduct for Councillors by the Executive Mayor, Alderman LM de Bruyn [3/3/3]	82 – 108
C55/2026	Office of the Speaker: Alleged breach of Code of Conduct for Councillors by the Executive Mayor, Alderman LM de Bruyn [3/3/3]	109 – 124

ITEM NO	ITEM BESKRYWING / DESCRIPTION	BLADSY NR / PAGE NO
C56/2026	Administration: Appointment of a new Member to the Human Settlements and Planning Portfolio Committee as part of the Section 80 Committees which assists the Executive Mayor in performing functions and duties to replace Alderman DA Appel [3/3/6]	125 – 127
K.	<u>VERSLAE VOORGELê DEUR DIE DIREKTORAAT TEGNIËSE &amp; INFRASTRUKTUUR IMPLEMENTERINGSDIENSTE REPORTS SUBMITTED BY THE DIRECTORATE TECHNICAL &amp; INFRASTRUCTURE IMPLEMENTATION SERVICES</u>	
C57/2026	Reporting on performance of contractors: October – December 2025 [8/2/3/5/5]	128 – 158
C58/2026	Reporting on performance of contractors: For January 2026 [8/2/3/5/5]	159 – 190
L.	<u>VERSLAE VOORGELê DEUR DIE DIREKTORAAT EKONOMIESE ONTWIKKELING &amp; BEPLANNING REPORTS SUBMITTED BY THE DIRECTORATE ECONOMIC DEVELOPMENT &amp; PLANNING</u>	
C59/2026	LED: Outcome of application for the amendment of conditions of a casino license (Caledon Casino, Tsogo Sun) to allow for the relocation of an existing casino in the Western Cape [17/16/1/1]	191 – 198
C60/2026	LED: Reporting of performance of contractors: Quarterly Report (July - December 2025) [8/2/3/5/6]	199 – 208
C61/2026	Human Settlements: Quarterly Report: Informal Settlements: Period 01 October 2025 – 30 December 2025 [17/7/4]	209 – 214
C62/2026	Human- and Informal Settlements: Reporting of performance of contractors: Quarterly Report (October - December 2025) [8/2/3/5/6]	215 – 239
C63/2026	Town Planning and Building Control: Reporting of performance of contractors: Quarterly Report (October - December 2025) [8/2/3/5/6]	240 – 243

ITEM NO	ITEM BESKRYWING / DESCRIPTION	BLADSY NR / PAGE NO
C64/2026	Town Planning and Building Control: Exemption from Permanent Departure application fees for council-built homes allocated between 1990 and 2015 [15/3/5;5/11/1]	244 – 246
C65/2026	Human Settlements: Draft Standard Operating Procedures [17/7/2/B]	247 – 254
<b>M.</b>	<b><u>VERSLAE VOORGELê DEUR DIE DIREKTORAAT GEMEENSKAPSDIENSTE</u></b> <b><u>REPORTS SUBMITTED BY THE DIRECTORATE COMMUNITY SERVICES</u></b>	
C66/2026	Operations: Launch of Western Cape Water Resilience Strategy [16/1/1/B]	255 – 263
C67/2026	Reporting on performance of contractors – 2nd Quarter Report (October - December 2025) [8/2/3/5/4]	264 – 279
C68/2026	Public Safety: The implementation of the administrative adjudication of Road Traffic Offences Act (AARTO) [17/2/11]	280 – 319
C69/2026	Disaster and Environmental Management: The Role and Establishment of Environmental Management in the Local Government, with specific purpose to Theewaterskloof Local Municipality [17/11/3/1]	320 – 420
C70/2026	Reporting on performance of three-year tender contractors – 2nd Quarter Report (October to December 2025) [8/2/3/5/4]	421 – 437
C71/2026	Sustainable Development: Grant-In-Aid Policy [5/6/2/2/B]	438 – 466
<b>N.</b>	<b><u>VERSLAE VOORGELê DEUR DIE DIREKTORAAT FINANSIES</u></b> <b><u>REPORTS SUBMITTED BY THE DIRECTORATE FINANCE</u></b>	
C72/2026	Disposal of Assets [6/1/1/4]	467 – 470
C73/2026	SCM: Deviation Report for January 2026 [6/3/3/6]	471 – 474
C74/2026	MPAC: Finance: Reported on Unauthorised Expenditure for 2022/2023 and 2023/2024 Financial Year [6/3/1/5/1]	475 – 500

ITEM NO	ITEM BESKRYWING / DESCRIPTION	BLADSY NR / PAGE NO
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- O. DRINGENDE AANGELEENTHEDE /  
URGENT MATTERS
- P. OORWEGING VAN KENNISGEWINGS VAN MOSIES /  
CONSIDERATION OF NOTICES OF MOTIONS
- Q. OORWEGING VAN KENNISGEWINGS EN VRAE /  
CONSIDERATION OF NOTICES AND QUESTIONS
- R. OORWEGING VAN DRINGENDE MOSIES /  
CONSIDERATION OF URGENT MOTIONS
- S. IN-KOMITTEEVEERGADERING AGENDA-ITEMS  
VIR BESPREKING  
IN-COMMITTEE MEETING AGENDA-ITEMS  
FOR DISCUSSION
- T. VERDAGING /  
ADJOURNMENT

**From:** Fazlin <fazlin.cwp2025@gmail.com>

**Sent:** Wednesday, February 18, 2026 10:50 AM

**To:** Weldon Wells <wwells@twk.gov.za>; Municipal Manager <mm@twk.gov.za>

**Cc:** Elana Lotriet <elanalo@twk.gov.za>; Naym Daniels <daniels.naym@gmail.com>; Lucille Smith <lucilles376@gmail.com>

**Subject:** Request for CWP Agenda Item – Upcoming Council Meeting

H. 2

1

You don't often get email from [fazlin.cwp2025@gmail.com](mailto:fazlin.cwp2025@gmail.com). [Learn why this is important](#)

Dear Speaker and Executive Mayor, Theewaterskloof Municipality

I trust this message finds you well.

I am writing to respectfully request that the **Community Work Programme (CWP)** be included as an item on the agenda for the upcoming Theewaterskloof Municipal Council meeting, 27th February 2026.

The CWP, implemented under the auspices of the **National Department of Cooperative Governance**, is currently rolling out a newly adopted policy framework which has already taken effect and significantly

reshapes the programme's operational direction, compliance requirements, and partnership model with municipalities.

Given that the CWP has been implemented across most wards within Theewaterskloof Municipality for over a decade, we believe it is both timely and necessary to formally brief Council on these developments.

Our intention in presenting to Council is to:

- Share the key policy shifts and programme realignment
- Outline implications for municipal collaboration and service delivery support
- Strengthen institutional coordination for effective local rollout
- Reaffirm our partnership approach with the Municipality

We are particularly excited about the opportunities the new policy framework introduces to deepen impact, enhance accountability, and further align the programme with municipal Integrated Development Plan (IDP) priorities.

We therefore kindly request an opportunity to present to the full Council at the said date.

Please advise on the required process to secure placement on the agenda, as well as any documentation you may require in advance.

We look forward to continued collaboration in service of our communities.

Warm regards,

**Fazlin Van Der Schyff**

District Manager: Community Work Programme (Overberg Region)

Contact: 072 821 0386

**ITEM TITLE**

**C51/2026 DIRECTORATE OFFICE OF THE MUNICIPAL MANAGER:  
DEPARTMENT IDP: REPORTING ON PERFORMANCE OF  
CONTRACTORS: OCTOBER 2025 TILL DECEMBER 2025**

*[English version of the report is the original]*

**FILE NUMBER**

8/2/3/5/1

**PURPOSE OF REPORT**

To present a report to Council in terms of the contract and performance management of the Office of the Municipal Manager contractors for the period from October 2025 to December 2025 to ensure the municipality receives value for money and that contracts are completed on time and within the approved budget.

**BACKGROUND**

S116 (2) of the Municipal Finance management Act (No.56 of 2003) states that:

The accounting officer of a municipality or municipal entity must –

1. take all reasonable steps to ensure that a contract or agreement procured through the supply chain management policy of the municipality of municipal entity is properly enforced;
2. monitor on a monthly basis the performance of the contract under the contract or agreement;
3. establish capacity in the administration of the municipality or municipal entity –
  - (i) to assist the accounting officer in carrying out the duties set out in paragraphs (a) and (b); and
  - (ii) to oversee the day-to-day management of the contract or agreement; and
4. regularly report to Council of the municipality or the board of directors of the entity, as may be appropriate, on the management of the contract or agreement and the performance of the contract.

**DISCUSSION**

Report pattern of the Directorate: Office of the Municipal Manager IDP:

<b>Department:</b>	<b>OCTOBER 2025</b>	<b>NOVEMBER 2025</b>	<b>DECEMBER 2025</b>
IDP	Submitted	Submitted	Submitted

Find attached checklists consisting of the summaries done for the Directorate:  
Municipal Manager

No blockages occurred.

**FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

Can be found in checklists attached as Annexures. It can be costly to the municipality if reporting is not done correctly.

**LEGAL IMPLICATIONS (ITEM AUTHOR)**

Chapter 8 Municipal Finance Management Act. 56 of 2003.

**RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

Not applicable.

**RECOMMENDATION BY ITEM AUTHOR:**

**It is recommended that Council takes cognisance of the report.**

**DISCUSSION DURING MEETING:**

- Completion date of PMD01/2022/2023 (Ignite Advisory Services (Pty) Ltd) was 30 December 2025.
- 15% Expansion of the contract value was used to extend the contract from January 2026 – March 2026.
- From April 2026 – June 2026 a deviation will be completed to allow time to finalize the tender process.

**RECOMMENDATION BY THE EMC TO COUNCIL: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, it was unanimously recommended as follows:

**That Council takes cognisance of the report.**

**RECOMMENDATION TO COUNCIL:**

**It is recommended that Council takes cognisance of the report.**

<b>Project Name</b>	Provision of Various Electronic Web Based Management Systems & Related Consulting Activities. Extension period from 01 July 2025 to 30 December 2025					<b>Report No</b>	<b>40</b>	<b>Date of Report</b>	<b>31-Oct-25</b>
<b>Contract Number</b>	PMD/01/2022/2023	<b>Service Provider</b>	Ignite Advisory Services (PTY) Ltd						
<b>SDBIP Ref No</b>		<b>Funding Source</b>	<b>Own Funds</b>	<b>Contract Amount no contingency , Vat excl.</b>	R437,655	<b>Commencement Date</b>	1-Jul-25	<b>Original Completion Date</b>	30-Dec-25
<b>Project on Time?</b>	Yes	<b>Extension of time granted ? - days</b>		<b>Adjusted Completion Date</b>		<b>Slippage by Service Provider (+ or -days)</b>		<b>Projected Completion Date</b>	
<b>Contract Value without contingency</b>	R437,655	<b>Value of VO's approved</b>	N/A	<b>Adjusted Value</b>	N/A	<b>Anticipated cost not included in contract</b>		<b>Projected Completion Cost</b>	
<b>Number of Invoices/Certificates</b>	9	<b>Disputed Invoices/ Certificates (Y/N)</b>	No	<b>Actual Amount Paid to Date(Vat Excl.)</b>	R277 966.09	<b>Date of Practical Completion Certificate</b>	N/A	<b>Date of Final Completion Certificate</b>	N/A
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy									
<b>Transfer of Skills</b>									
Overall performance including Rand Value in terms of the Empowerment Goals									
Overall performance including quality of work to date									
<ol style="list-style-type: none"> <li><b>1. Contract reporting for the Month of Oct 2025 - Invoices received, but not paid.</b></li> <li><b>2. The SLA was signed on the 08 July 2022.</b></li> <li><b>3. Duration of the Agreement will be from 01 July 2025 to 30 December 2025.</b></li> </ol>									
Blockages and problems experienced									
Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible									
<b>Directorate</b>	Office of the Municipal Manager	<b>Project Manager</b>	Joanna Matzeu-Visagie	<b>Project Champion</b>	Project Champion	<b>Agatha Carelse</b>			

<b>Project Name</b>	Provision of Various Electronic Web Based Management Systems & Related Consulting Activities. Extension period from 01 July 2025 to 30 December 2025				<b>Report No</b>	<b>41</b>	<b>Date of Report</b>	30-Nov-25	
<b>Contract Number</b>	PMD/01/2022/2023	<b>Service Provider</b>	Ignite Advisory Services (PTY) Ltd						
<b>SDBIP Ref No</b>		<b>Funding Source</b>	Own Funds	<b>Contract Amount no contingency, Vat excl.</b>	R437,655	<b>Commencement Date</b>	1-Jul-25	<b>Original Completion Date</b>	30-Dec-25
<b>Project on Time?</b>	Yes	<b>Extension of time granted? - days</b>		<b>Adjusted Completion Date</b>		<b>Slippage by Service Provider (+ or -days)</b>		<b>Projected Completion Date</b>	
<b>Contract Value without contingency</b>	R437,655	<b>Value of VO's approved</b>	N/A	<b>Adjusted Value</b>	N/A	<b>Anticipated cost not included in contract</b>		<b>Projected Completion Cost</b>	
<b>Number of Invoices/Certificates</b>	10	<b>Disputed Invoices/ Certificates (Y/N)</b>	No	<b>Actual Amount Paid to Date(Vat Excl.)</b>	R323 607.09	<b>Date of Practical Completion Certificate</b>	N/A	<b>Date of Final Completion Certificate</b>	N/A
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy									
<b>Transfer of Skills</b>									
Overall performance including Rand Value in terms of the Empowerment Goals									
Overall performance including quality of work to date									
<ol style="list-style-type: none"> <li>Contract Reporting for the Month of Nov 2025 - Invoices received, but not paid.</li> <li>The SLA was signed on the 08 July 2022.</li> <li>Duration of the Agreement will be from 01 July 2025 to 30 December 2025.</li> </ol>									
Blockages and problems experienced									
Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible									
<b>Directorate</b>	Office of the Municipal Manager	<b>Project Manager</b>	Joanna Marzec-Visagie	<b>Project Champion</b>	Agatha Carelse				

<b>Project Name</b>	Provision of Various Electronic Web Based Management Systems & Related Consulting Activities. Extension period from 01 July 2025 to 30 December 2025				<b>Report No</b>	<b>42</b>	<b>Date of Report</b>	31-Dec-25	
<b>Contract Number</b>	PMD/01/2022/2023	<b>Service Provider</b>	Ignite Advisory Services (PTY) Ltd						
<b>SDBIP Ref No</b>		<b>Funding Source</b>	Own Funds	Contract Amount no contingency, Vat excl.	R437,655	Commencement Date	1-Jul-25	Original Completion Date	30-Dec-25
<b>Project on Time?</b>	Yes	<b>Extension of time granted ? - days</b>		<b>Adjusted Completion Date</b>		<b>Slippage by Service Provider (+ or - days)</b>		<b>Projected Completion Date</b>	
<b>Contract Value without contingency</b>	R437,655	<b>Value of VO's approved</b>	N/A	<b>Adjusted Value</b>	N/A	<b>Anticipated cost not included in contract</b>		<b>Projected Completion Cost</b>	
<b>Number of Invoices/Certificates</b>	11	<b>Disputed Invoices/ Certificates (Y/N)</b>	No	<b>Actual Amount Paid to Date (Vat Excl.)</b>	R369 248,09	<b>Date of Practical Completion Certificate</b>	N/A	<b>Date of Final Completion Certificate</b>	N/A
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy									
<b>Transfer of Skills</b>									
Overall performance including Rand Value in terms of the Empowerment Goals									
Overall performance including quality of work to date									
<ol style="list-style-type: none"> <li>1. Contract Reporting for the Month of Dec 2025 - Invoices received, but not paid.</li> <li>2. The SLA was signed on the 08 July 2022.</li> <li>3. Duration of the Agreement will be from 01 July 2025 to 30 December 2025.</li> </ol>									
<b>Blockages and problems experienced</b>									
Actions and resolutions required (and by whom) to unblock problems and assure completion on time - if possible									
<b>Directorate</b>	Office of the Municipal Manager	<b>Project Manager</b>	Joanna Marzec-Visagie	<b>Project Champion</b>	Agatha Careise				

**ITEM HEADING**

**C52/2026 OFFICE OF THE MUNICIPAL MANAGER: DEPARTMENT  
INTERNAL AUDIT: PERFORMANCE- AND AUDIT COMMITTEE  
REPORT: 1 OCTOBER 2025 – 31 DECEMBER 2025**

*[English version of the report is the original]*

**FILE NUMBER**

5/14/1/2

**PURPOSE / AIM OF REPORT**

The purpose of the report is to report to Council on the functions of the Performance- and Audit Committee (PAC) performed for the period 1 October 2025 – 31 December 2025.

**BACKGROUND**

According to the MFMA (Municipal Financial Management Act) No.56 of 2003, Section 166 (2):

- (2) An audit committee is an independent advisory body which must-
  - (a) advise the municipal council, the political office-bearers, the accounting officer and the management staff of the municipality, or the board of directors, the accounting officer and the management staff of the municipal entity, on matters relating to-
    1. internal financial control and internal audits;
    2. risk management;
    3. accounting policies;
    4. the adequacy, reliability and accuracy of financial reporting and information;
    5. performance management;
    6. effective governance;
    7. compliance with this Act, the annual Division of Revenue Act and any other applicable legislation;
    8. performance evaluation; and
    9. any other issues referred to it by the municipality or municipal entity;

**DISCUSSION**

The revised Performance- and Audit Committee Charter was approved by Council on 7 August 2025.

Paragraph 4.1 of the Charter states: It is required from the PAC to quarterly, update the Council about committee activities and make appropriate recommendations where needed.

The quarterly PAC report for the period 1 October 2025 – 31 December 2025 is attached to this item.

**FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

8

None

**LEGAL IMPLICATIONS (ITEM AUTHOR)**

Municipal Financial Management Act, No.56 of 2003, Section 166(2)

**RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

None

**RECOMMENDATION BY ITEM AUTHOR TO COUNCIL:**

**It is recommended that Council takes note of the Performance- and Audit Committee Report for the period 1 October 2025 – 31 December 2025.**

## THEEWATERSKLOOF MUNICIPALITY

### REPORT OF THE PERFORMANCE AUDIT AND AUDIT COMMITTEE FOR THE PERIOD 1 OCTOBER 2025 – 31 DECEMBER 2025

Honourable Speaker, Executive Mayor, Members of Council, Municipal Manager, Directors, Ladies and Gentlemen; the Performance Audit and Audit Committee (PAC) has pleasure in submitting its report for the period 1 October 2025 – 31 December 2025.

#### **1. Purpose**

This report serves to provide an update to Council on the work of the PAC and the Internal Audit Department for the period under review.

#### **2. Legal Framework**

As per section 166 of the Municipal Finance Management Act, Act 56 of 2003 (MFMA), the PAC is a statutory, independent advisory committee to council. The duties and responsibilities of the PAC are clearly articulated in the MFMA and the PAC Charter as approved by Council. The PAC Charter was revised and approved by Council on 7 August 2025.

#### **3. Performance Audit and Audit Committee**

The PAC consisted of three (3) independent members who are all appropriately qualified, financially literate and acquainted with the Risk Management and Performance Management disciplines. There is one vacant position for a 4th member.

The PAC held 4 (four) meetings during the period under review.

#### **Date of Performance Audit and Audit Committee meetings:**

- 24 November 2025
- 28 November 2025
- 5 December 2025
- 17 December 2025

<b>Name of Member</b>	<b>Number of Meetings Attended</b>
EP Lakey (Chairperson)	4
R Gani	3
WJ Swart	4

## 10 4. Meeting with the Municipal Manager

The PAC had a meeting with the Municipal Manager, Mr Hendricks, on 17 December 2025, and appreciate the willingness of the Municipal Manager to attending the points of concern we as he PAC raised.

The following points were discussed:

- Compliance and Control failures;
- Inadequate management response to audits;
- Supply Chain Management Dysfunction;
- Combined Risk Management Weaknesses;
- Management not attending PAC Meetings;
- Low staff morale; and
- Operation Clean Audit Report (emanating from the AG report)

## 5. Internal Audit

In general, the PAC is satisfied that the Internal Audit resources are adequate, and the department is functioning effectively.

In line with the MFMA, Internal Audit provides the PAC and Management with reasonable assurance of adequate and effective internal controls. This is achieved by a risk-based Internal Audit plan, internal audit assessing the adequacy of controls, mitigating the risks and the PAC monitoring implementation of corrective actions.

The Internal Audit Department tabled 6 internal audit reports to the PAC during the period under review:

50 findings were identified;

1. 15 of these findings were regarded as significant (serious);
2. 35 findings were regarded as housekeeping (minor transgressions which could easily be rectified) and remains the responsibility of administration to address and the PAC to oversee.

The following internal audits were reported to the PAC during the period under review:

1. Supply Chain Management Audit 1 May 2025 – 31 July 2025
2. Performance Management 4<sup>th</sup> Quarter 2024/2025 Audit
3. Solid Waste Third Quarter 2024/2025 Audit
4. Solid Waste First Quarter 2025/2026 Audit
5. Waste Water Audit
6. Follow-up on outstanding Internal Audit Findings – 1<sup>st</sup> Quarter 2025/26

## 7. The Effectiveness of Internal Control

Internal control is a system of controls and directives that are designed to provide cost effective assurance that assets are safeguarded, that liabilities and working capital are efficiently managed and that the municipality fulfils its mandate, in compliance with all relevant statutory and governance duties and requirements.

The PAC reviewed all the Internal Audit reports, noting the management comments on the following findings and will monitor them to ensure the findings are resolved.

## Housekeeping Findings Reported to the PAC

Audit Name	Short Description of Finding	Management Response
Solid Waste Third Quarter 2024/2025 Audit	<p>Due to the lack of access control and no fencing or partial fencing at the Villiersdorp and Riviersonderend sites; dumping of waste can occur that are not recorded.</p> <p>Two days prior to the audit a fire broke out at the Caledon site. The container office also burned, and all documents / records were destroyed in the fire.</p> <p>At the time of the audit, the incident register of the Grabouw Transfer station could not be provided to Internal Audit for inspection.</p>	<p><b>TECHNICAL SERVICES:</b> Caledon Landfill: Due to unforeseen burning that took place at Caledon landfill site we will provide the person in charge with new Incident Report Register sheets, Gate Control Sheets, Visitors Register sheets, copy of License, etc.</p> <p><b>COMMUNITY SERVICES:</b> Villiersdorp Transfer Station: The current fence is not suitable to prevent anyone from entering, as it is constantly vandalized.</p> <p><b>Riviersonderend Waste Disposal Facility:</b> This facility is not in use anymore and all waste is dumped at the Transfer Station. All waste dumped at the transfer station is transported to Karwyderskraal. This site needs to be closed and rehabilitated.</p> <p><b>Grabouw Transfer Station:</b> The waste that is dumped at the transfer station is transported to Karwyderskraal. There is no weighbridge facility on site to record the tonnage, but it is recorded at Karwyderskraal. The dumping cost at Karwyderskraal is calculated based on volumes and tonnage. This needs to be part of the record keeping.</p>
Solid Waste Third Quarter 2024/2025 Audit	<p>At the time of the audit there was no sanitation facility on the Caledon and Villiersdorp sites.</p>	<p><b>TECHNICAL SERVICES:</b> We do have a mobile sanitation facility but must be transported/tow by a vehicle to the site. At the moment in time due to the burning at the Caledon landfill site and site offices and removing of staff to the Caledon Transfer station, it seems unnecessary to place the mobile facility at the site.</p>
Solid Waste Third Quarter 2024/2025 Audit	<p>The Villiersdorp Emergency Preparedness Plan was compiled by Zutari in 2021. It seems that this plan has not been reviewed annually as required.</p>	<p><b>TECHNICAL SERVICES:</b> Review ERP</p>
Solid Waste Third Quarter 2024/2025 Audit	<p>Monitoring Committee meetings were held in November &amp; December 2024.</p> <p>Internal audit inspected the minutes of the Monitoring Committee meetings, and it seems that the meetings were attended by TWK Staff,</p>	<p><b>TECHNICAL SERVICES:</b> Zoom Meetings was held with BOCMA and DEAFF if available, JPCE, TWK Councilors, Solid Waste Staff, Town Managers and Technical Officers and Health Staff of TWK if available.</p> <p>The different departments were invited.</p>

	<p>TWK Councillors &amp; JPCE (Appointed consultants that performed External Audits). It seems that no representatives of the Health, Environment and/or Waste Departments of the relevant local authority or representative(s) of the Western Cape Department Water and Sanitation were present at the meetings.</p>	
<p>Solid Waste Third Quarter 2024/2025 Audit</p>	<p>At the time of the audit, there were no notice boards at the Botrivier, Villiersdorp and Genadendal sites.</p>	<p>COMMUNITY SERVICES: Agree with the findings. Notice boards will be put up as per permit conditions.</p>
<p>Solid Waste First Quarter 2025/2026 Audit</p>	<p>Due to the lack of access control and no fencing or partial fencing at the Villiersdorp Transfer Station and Riviersonderend Waste Disposal Facility; dumping of waste can occur that are not recorded.</p> <p>At the Grabouw Transfer Station the vehicles entering the site is recorded but there are no indications on the records of the tonnages / types and volumes of waste.</p>	<p>COMMUNITY SERVICES: <b>Villiersdorp:</b> The transfer station has only one access entry to the site. The entry to the site was shifted from the top end of the access road to the lower end of the road to improve access control. The entry boom gate is manned during normal working hours and on Saturdays. The boom gate to the site is locked after hours to prevent any illegal access to the site. Arrangements have been made to do proper record keeping at the entrance of the site.</p> <p><b>Riviersonderend:</b> The RSE disposal site is only used for the disposal of builder's rubble and garden waste. All business- and household waste is dumped at the new transfer station. The access controller at the old waste disposal site was moved to the transfer station to record all waste that is dumped at the new transfer station. The town does not have extra capacity to manned both facilities.</p> <p><b>Grabouw:</b> To improve the access control to the site, we planned to move the access controller to the top end of the access road, to be able to improve access and record all waste that entered the site.</p>
<p>Solid Waste First Quarter 2025/2026 Audit</p>	<p>At the time of the audit there was no sanitation facility on the Caledon Landfill.</p>	<p>TECHNICAL SERVICES: Transport Mobile toilet daily to Landfill.</p>

<p>Solid Waste First Quarter 2025/2026 Audit</p>	<p>The Villiersdorp Emergency Preparedness Plan was compiled by Zutari in 2021. It seems that this plan has not been reviewed annually as required.</p>	<p>TECHNICAL SERVICES: EPP was reviewed at Villiersdorp in September 2025 and amended and will be tabled to council in March 2026.</p>
<p>Solid Waste First Quarter 2025/2026 Audit</p>	<p>At the time of the audit, there were no notice boards at the Botrivier Waste Disposal Facility, Botrivier Drop-off, Riviersonderend Transfer Station, Caledon Transfer Station and Genadendal Waste Disposal Facility.</p> <p>Although notice boards were displayed at the Grettyon Drop-off, Tesselaarsdal Drop-off and Villiersdorp Transfer Station, these notice boards did not contain all the required information.</p> <p>It seems that a Waste Management Control Officer has not been appointed since the resignation of the previous incumbent.</p> <p>H Marthinus was designated by council as WMCO at council meeting held on 20 Oktober 2015 (C160/2015).</p> <p>After the resignation of H Marthinus, the Technical Services Portfolio Committee recommended to Council that Mr. J Prins be appointed as WMCO (item served at Portfolio Committee Meeting of 5 June 2025)</p> <p>The item served at the EMC meeting of 17 June 2025. The EMC resolved: That the agenda-item be referred back until the position is vacant on the organigram.</p>	<p>COMMUNITY SERVICES: Since the audit, the Plan was reviewed and completed, and the updated version is available for auditing. Training is outstanding and will be done soon.</p> <p>TECHNICAL SERVICES: Provision will be made for new notice board for Caledon Transfer station in the new cycle of budgetary process (2026/2027).</p> <p>COMMUNITY SERVICES: The Manager Solid Waste is in the process to replace all the outdated notice boards to be compliant with the license conditions, as well as to procure new notice boards for those sites that have no notice boards.</p>
<p>Solid Waste First Quarter 2025/2026 Audit</p>		<p>TECHNICAL SERVICES: We are awaiting final approval on the new organigram to appoint WMCO. The restructuring needs to be finalized to have the incumbent in the said position of Solid Waste Officer.</p>

<p>Solid Waste First Quarter 2025/2026 Audit</p>	<p>No evidence could be provided that training was provided to staff at Botrivier Drop-off, Riviersonderend Waste Disposal Facility, Riviersonderend Transfer Station and Tesselaarsdal Drop-off.</p> <p>Caledon Landfill training took place in September 2022. An attendance register for training was provided to Internal Audit but it is not dated, thus Internal Audit cannot determine when the training took place.</p>	<p>TECHNICAL SERVICES: Training was given to Caledon, Botrivier, Grabouw, Villiersdorp, Greyton, Genadendal and Tesselaarsdal. Training will be provided to the one worker at RSE transfer station.</p> <p>COMMUNITY SERVICES: Training will be provided to all applicable staff and completed by the end of December 2025.</p>
<p>Waste Water Audit</p>	<p>Internal audit reviewed the qualifications of the staff and found that at Caledon, Greyton and Villiersdorp suitably qualified staff is not employed as required by Regulation 3630 in terms of section 26 of the National Water Act.</p>	<p>TECHNICAL SERVICES: Phase over from Regulation 2834 to 3630 completed 31 December 2024, the municipality have up to 30 June 2025 to update all registration on IRIS. Develop a plan in line with the new regulation 3630 to: Train Staff to be suitably qualified. Appoint Suitably qualified staff in vacant positions.</p> <p>COMMUNITY SERVICES: The Process Controllers are currently on a training program to ensure that they comply with the requirements as set by Regulation 2834.</p>
<p>Waste Water Audit</p>	<p>Calibration certificates supplied to Internal Audit for the Grabouw and Villiersdorp sites were dated January 2023. Thus, meters should have been calibrated by January 2025 to comply with the requirements of the licence (intervals not more than two years)</p>	<p>TECHNICAL SERVICES: Awaited the appointment of the service provider to calibrate and repair meters. Service provider's appointment was finalized, SLA will be entered into with service provider.</p> <p>COMMUNITY SERVICES: All the low metering equipment of the Grabouw and Villiersdorp WWTW will be calibrated to comply with the licence conditions and obtain a calibration certificate as proof.</p>
<p>Waste Water Audit</p>	<p>At the time of the audit (February 2025) the Outlet meter at Greyton was not functional. The Inlet meter was read and recorded daily.</p>	<p>TECHNICAL SERVICES: Awaited the appointment of the service provider to calibrate and repair meters. Service provider's appointment was finalized, SLA will be entered into with service provider.</p>

	<p>At the time of the audit (February 2025) the meter readings for Riviersonderend (irrigation on golf course) could not be provided to Internal Audit as the meter was out of order.</p> <p>According to the information on the Genadendal Waste Water incident register; meters were vandalised / stolen on 1 May 2024. Meters have not been replaced and thus, there is no meter readings available to determine the discharge quantity.</p>	<p>COMMUNITY SERVICES: Greyton - The outlet meter will be replaced and and recorded.</p>
Waste Water Audit	<p>There is no recording of the quantities of waste sludge disposed into the emergency waste sludge dam.</p>	<p>COMMUNITY SERVICES: A recording system will be introduced to ensure that the quantities of waste sludge be recorded into the emergency sludge dam.</p>
Waste Water Audit	<p>At the time of the audit, no evidence could be provided that regular upstream inspections take place at Caledon and Villiersdorp, as required.</p>	<p>COMMUNITY SERVICES: Inspections sheets were develop to report on the required regular inspections of stormwater ingress into the sewer network system. The implementation of these sheets will be managed by the line managers.</p>
Waste Water Audit	<p>Although incident registers were available for the Villiersdorp, Greyton and Caledon Waste Water Treatment Works, not all the incidents indicate the date resolved and reasons for non-rectification of issues raised.</p>	<p>COMMUNITY SERVICES: The Process Controllers will be trained to ensure that they recorded the incidents properly with all the applicable information.</p>
Waste Water Audit	<p>Although maintenance logs are completed daily and no pollution was reported, a Maintenance Schedule / plan for the Villiersdorp site could not be provided to Internal Audit to ensure that planned maintenance occurred.</p> <p>Internal audit reviewed the Maintenance schedules / plans for Greyton and found that the prevention of invasive alien vegetation is not included in the Maintenance Schedules / plans.</p>	<p>COMMUNITY SERVICES: A Maintenance Scheduled Plan will be drafted for Villiersdorp to be aligned with te maintenance logs. An alien vegetation control measures will be included in the Maintenance Schedule of Greyton.</p>

<p>Waste Water Audit</p>	<p>Although quarterly reporting takes place on Water Demand Management, there is no reporting on the implementation of the WC/WDM plan.</p> <p>The WC/WDM supplied to Internal Audit is dated 2013. Although an updated WC/WDM plan was provided to Internal Audit, this plan has not yet been approved and is thus still in draft format.</p> <p>At the time of the audit notice boards and fencing around the Riviersonderend and Genadendal sites were stolen and thus unauthorised entry is not prevented.</p>	<p>TECHNICAL SERVICES: Draft Plan by June 2025</p> <p>COMMUNITY SERVICES: An updated plan was submitted to Council for approval and for implementation.</p>
<p>Waste Water Audit</p>	<p>Internal audit reviewed 10% of payments made for the period 1 May 2025 and 31 July 2025 and 50% of the formal quotations (R30001 – R300000) and bids (R300000+) that were awarded for the period 01 May 2025 – 31 July 2025.</p> <p>It seems that for the following transaction / quotations / bids the points calculations were incorrect:</p> <ol style="list-style-type: none"> <li>1. Order H0002229 – no preference points awarded on Collaborator for SS &amp; JM Catering and Brinks Supermark.</li> <li>2. Formal Quotation LP 03/2024/25 – Nolada 8 claimed 4 points for locality and attached a Lease Agreement as well as a Utilities Bill for a premises in Brackenfell (Western Cape). Nil points were awarded for locality.</li> <li>3. Bid COMM 03/2025/26 – Randall Industries received 4 points for locality, although no</li> </ol>	<p>COMMUNITY SERVICES: The stolen fences and notice boards will be replaced.</p> <p>FINANCIAL SERVICES: Preference Points SOP to be compiled and workshopped with SCM Unit for consistent application.</p>

	<p>lease agreement or Municipal Account was available in the name of the bidder thus, they should not have received any points. It is also stated in the evaluation report (under Notice 13) that the bidder will not receive any points for locality.</p> <p>This however, would not have impacted the outcome of the awards.</p>	
<p>Supply Chain Management Audit 1 May 2025 – 31 July 2025</p>	<p>Internal audit reviewed 10% of payments made, 50% of awards made to amounts above R30000 and 50% of the deviations that were reported to Council for the period 1 May 2025 and 31 July 2025.</p> <p>Seven Deviations and one Bid transactions did not have the required supporting documents attached.</p>	<p>FINANCIAL SERVICES: SOP to be compiled and workshopped with SCM Unit for consistent application.</p>
<p>Supply Chain Management Audit 1 May 2025 – 31 July 2025</p>	<p>Internal audit reviewed 50% of the tenders (R300000 +) that were awarded for the period 01 May 2025 – 31 July 2025.</p> <p>It seems that the following long term tenders were advertised for 23 days and not for at least 30 days as required by the SCM regulations:</p> <ol style="list-style-type: none"> <li>1. COMM 03/2025/26 (Supply and Delivery of Black Bags for the period from appointment date to 30 June 2028)</li> <li>2. COR 03/2024/25 (The Appointment Of An Advertising Agency For The Period From Date Of Appointment To 30 June 2028)</li> </ol>	<p>FINANCIAL SERVICES: Section 22 of the Supply Chain Management Policy states: (1) The procedure for the invitation of competitive bids, is as follows: b) the information contained in a public advertisement, must include – (i) the closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (VAT included), or which are of <b>a long term nature with a contract duration period exceeding three years.</b></p> <p>The SCM Policy application was implemented since 2016. However, the SCM Policy will be amended to align with MFMA prescripts.</p>

<p>Supply Chain Management Audit 1 May 2025 – 31 July 2025</p>	<p>3. COR 05/2024/25 (Support, Maintenance, Development And Hosting Of A Website For The Theewaterskloof Municipality From 01 July 2025 To 30 June 2028) Internal audit reviewed 50% of the tenders (R300000 +) that were awarded for the period 01 May 2025 – 31 July 2025 and recalculated the bid amounts. It seems that for COMM 03/2025/26 the incorrect pricing was used for the Preference Point Calculations for six of the bidders. This however, would not have impacted the outcome of the awards.</p>	<p>FINANCIAL SERVICES: Preference Points SOP to be compiled and workshopped with SCM Unit for consistent application.</p>
<p>Performance Management 4<sup>th</sup> Quarter 2024/2025 Audit</p>	<p>Although performance agreements were concluded with employees on post level T14 and above, it seems that KPI's are not set for employees on post levels below T14 and their performance is not measured.</p>	<p>CORPORATE SERVICES: Implementation is done in phases. Phase 1 T14 to T18 and thereafter the rest of the staff</p>
<p>Performance Management 4<sup>th</sup> Quarter 2024/2025 Audit</p>	<p>Internal Audit reviewed one of the 2025/2026 Performance Agreements of Management (Post Level Task 14 to 19) and found that: 1. Qualifications, training / skills development needs and career goals were not included in the agreement, as required by the Performance Management Policy. 2. Although the agreement contained KPI's, there were no KPA's listed, as required by the Performance Management Policy. 3. Although Job Specific Competencies were included in agreement and accounts for 20%</p>	<p>CORPORATE SERVICES: 1. PDP's will be attached to the performance agreement once COGTA provide the system as required by regulation. 2. The performance agreements clearly states "as per the attached list (SDBIP printout) 3. JSC listed clearly states the targets as well as the evidence required.</p>

<p>Performance Management 4<sup>th</sup> Quarter 2024/2025 Audit</p>	<p>of the weighting in the performance agreement, it does not contain a definition and expected level of capability, as required by the Performance Management Policy.</p> <p>Although there is a page for a Personal Development Plan included in the 2025/2026 agreements; the Personal Development Plan for the Director Economic Development &amp; Director Technical Services is not completed. Personal Development Plans for Director Finance, Director Corporate and MM is completed and included in the performance agreements.</p>	<p>TECHNICAL SERVICES: Personal Development Plan will be drafted and discussed with the Municipal Manager.</p> <p>ECONOMIC DEVELOPMENT: The amendment has been effected and the PDP has been completed and included in the Performance Contract.</p> <p>OFFICE OF THE MUNICIPAL MANAGER: An e-mail was sent to the two directors to request that their Personal Development Plans be completed.</p> <p>OFFICE OF THE MUNICIPAL MANAGER: This was an oversight. Due to the permanent incumbent (Manager IDP) being assigned other duties (full time shop steward), the functions were assigned to the Manager Sustainable Development at a late stage.</p>
<p>Performance Management 4<sup>th</sup> Quarter 2024/2025 Audit</p>	<p>The performance agreements of the Directors and Municipal Manager for the 2025/2026 year was submitted to the MEC and Minister on 28 July 2025. The performance agreements were signed on the following dates: Director Technical and Implementation Services – 15 July 2025 Director Economic Development and Planning – 15 July 2025. Director Corporate Services – 11 July 2025 Municipal Manager – 9 July 2025 Director Financial Services – 19 June 2025</p> <p>1. Based on the above, the agreements of the Director Corporate Services, Municipal Manager &amp; Director Financial Services was not submitted to the MEC and Minister within 14 days as required by the Performance Regulations for Municipal Managers and</p>	<p>TECHNICAL SERVICES: Personal Development Plan will be drafted and discussed with the Municipal Manager.</p> <p>ECONOMIC DEVELOPMENT: The amendment has been effected and the PDP has been completed and included in the Performance Contract.</p> <p>OFFICE OF THE MUNICIPAL MANAGER: An e-mail was sent to the two directors to request that their Personal Development Plans be completed.</p> <p>OFFICE OF THE MUNICIPAL MANAGER: This was an oversight. Due to the permanent incumbent (Manager IDP) being assigned other duties (full time shop steward), the functions were assigned to the Manager Sustainable Development at a late stage.</p>

	<p>Managers directly accountable to Municipal Managers</p> <ol style="list-style-type: none"> <li>The performance agreements of the Directors and Municipal Manager for the 2025/2026 year was placed on the TWK Municipal website on 25 July 2025. The 2025/2026 SDBIP was approved by the Mayor on 11 June 2025. Thus, the agreements were not made public within 14 days after the approval of the SDBIP as required by the Municipal Finance Management Act.</li> <li>The performance agreements of the Directors for the 2025/2026 year were not submitted to the Mayor as required by the Municipal Finance Management Act.</li> </ol>	
<p>Performance Management 4<sup>th</sup> Quarter 2024/2025 Audit</p>	<p>The IDP was approved by Council on 29 May 2025 and published in the Hermanus Times of 18 June 2025. This is not within 14 days as required by the Municipal Systems Act.</p> <p>The 2025/26 SDBIP was approved by the Mayor on 11 June 2025 and placed on the TWK Municipal website on 17 July 2025. This is more than the 14 days required by the Municipal Finance Management Act and the Performance Management Policy.</p> <p>The 2025/2026 Top Layer SDBIP was approved by the Mayor on 11 June 2025.</p> <p>The 2025/2026 capital plan is included in the Top Layer SDBIP. The three year capital plan is not included, as required by the Performance Management Policy.</p>	<p><b>OFFICE OF THE MUNICIPAL MANAGER:</b> This was an oversight. Due to the permanent incumbent (Manager IDP) being assigned other duties (full time shop steward), the functions were assigned to the Manager Sustainable Development at a late stage.</p>
<p>Performance Management 4<sup>th</sup> Quarter 2024/2025 Audit</p>		<p><b>OFFICE OF THE MUNICIPAL MANAGER:</b> It is noted and the SDBIP will be updated.</p>

<p>Performance Management 4<sup>th</sup> Quarter 2024/2025 Audit</p>	<p>The 2025/2026 Top Layer SDBIP does not include performance indicators for each vote as required by the Performance Management Policy. Each Top Layer KPI is linked to a Departmental KPI (The two KPI's will be the same).  Although all Top Layer KPI's audited had baselines and past performance identified. There are 4 KPI's where the baseline is not the same for the Departmental &amp; Top Layer KPI's.</p>	<p>OFFICE OF THE MUNICIPAL MANAGER: It is noted and will be corrected.</p> <p>ECONOMIC DEVELOPMENT: Pertaining to TL78 - That the ignite system will be updated. Currently the system is closed and not able to do the correction on the system. Will follow-up with the IDP Department for assistance.</p> <p>CORPORATE SERVICES: TL24 – We can only spend what is allocated in terms of budget.</p> <p>COMMUNITY SERVICES: TL32 – Community Services is dependent on the procurement of Meters from the Finance Directorate. Our Operations teams cannot install the meters if the meters are not procured by Finance. We have been in communication with Finance department to enquire if budget has been allocated for the procurement of meters.</p> <p>TECHNICAL SERVICES: Corrective measures will be provided to the IDP Department to be included in the Annual Performance Report.</p> <p>FINANCIAL SERVICES: Corrective Measures will be sent to the IDP Department to correct target before finalization of APR.</p> <p>ECONOMIC DEVELOPMENT: TL 72 - The Bid Specification Committee recommended that the original Council approval be referred to Council for reconsideration, specifically to amend the condition restricting</p>
<p>Performance Management 4<sup>th</sup> Quarter 2024/2025 Audit</p>	<p>It seems that the corrective measures completed on IGNITE for TL5, TL14, TL24, TL32, TL52, TL72 &amp; TL73 only provides reasons for the underperformance and does not state what will be done to correct the under-performance / does not include corrective actions to be taken.  TL60 was not achieved and did not have any corrective measures completed on the IGNITE system.</p>	<p>OFFICE OF THE MUNICIPAL MANAGER: It is noted and will be corrected.</p> <p>ECONOMIC DEVELOPMENT: Pertaining to TL78 - That the ignite system will be updated. Currently the system is closed and not able to do the correction on the system. Will follow-up with the IDP Department for assistance.</p> <p>CORPORATE SERVICES: TL24 – We can only spend what is allocated in terms of budget.</p> <p>COMMUNITY SERVICES: TL32 – Community Services is dependent on the procurement of Meters from the Finance Directorate. Our Operations teams cannot install the meters if the meters are not procured by Finance. We have been in communication with Finance department to enquire if budget has been allocated for the procurement of meters.</p> <p>TECHNICAL SERVICES: Corrective measures will be provided to the IDP Department to be included in the Annual Performance Report.</p> <p>FINANCIAL SERVICES: Corrective Measures will be sent to the IDP Department to correct target before finalization of APR.</p> <p>ECONOMIC DEVELOPMENT: TL 72 - The Bid Specification Committee recommended that the original Council approval be referred to Council for reconsideration, specifically to amend the condition restricting</p>

		<p>the sale exclusively to non-profit educare organisations. The recommendation proposed that the sale be opened to all applicants, provided they meet the criterion of being a private school for educational purposes. Consequently, it was requested that this item be removed from the SDBIP. Furthermore, it is not feasible to roll this matter over to the next financial year, as the outcome is still pending.</p> <p>TL 73 - The Bid Specification Committee recommended that the original Council approval be referred back to Council for reconsideration, specifically to amend the conditions restricting the sale exclusively to non-profit Educare organisations. The recommendation proposed that the sale be opened to all applicants, provided they meet the criterion of being a private school for educational purposes. Consequently, it was requested that this item be removed from the SDBIP. Furthermore, it is not feasible to roll this matter over to the next financial year, as the outcome is still pending.</p>
<p>Performance Management 4<sup>th</sup> Quarter 2024/2025 Audit</p>	<p>An e-mail was sent by Internal Audit on 18 July 2025 to all directors to enquire if reviews are done as required by the policy. To date (29 July 2025) feedback was only received from Economic Development and Planning. It seems that this Directorate's last evaluation was done 11 April 2025.</p> <p>Thus, no evidence was provided to Internal Audit that Directors and their managers monthly monitor the performance of their departments.</p>	<p><b>CORPORATE SERVICES:</b> On a Monthly basis, all Departments in the Corporate Services Directorate, will provide the Director Corporate Services, with a hard copy of all their submissions + POE's for the Director's review</p> <p><b>TECHNICAL SERVICES:</b> Revisions of Departmental SDBIP will be included as a standing agenda point in the monthly staff meetings</p> <p><b>FINANCIAL SERVICES:</b> Adequate evidence will be provided</p> <p><b>ECONOMIC DEVELOPMENT:</b> It will be ensured that adequate record keeping of meetings monitoring performance will be held with Managers on a monthly basis.</p>

		<p>OFFICE OF THE MUNICIPAL MANAGER: The SDBIP is now an agenda point at the Weekly Directors meeting (MM &amp; Directors).</p>
<p>Performance Management 4<sup>th</sup> Quarter 2024/2025 Audit</p>	<p>The Top Layer KPI's for the 2024/2025 year was revised and revisions were approved by Council on 27 March. The following KPI's were revised but the System Descriptions were not updated: (Technical and Implementation Services) TL52, TL55, TL60 &amp; TL66.</p>	<p>TECHNICAL SERVICES: Updated system descriptions will be submitted to the IDP Department for inclusion in the Annual Performance Report.</p>
<p>Performance Management 4<sup>th</sup> Quarter 2024/2025 Audit</p>	<p>The following findings were raised with the two previous Performance Management Audits: 1. It seems that the calculation of the actuals in the following three KPI's were done incorrectly: D130 – Community Services: "Review the ward/town-based plan and submit Deputy Director by 31 October". 2. It seems that the calculation of the actuals in the following three KPI's were done incorrectly: D174 – Community Services: "Conduct quarterly customer care information awareness sessions". 3. KPI D245 (Community Services) states: Submit quarterly monitoring report to Director on actual collection versus revenue billed. It seems that KPI D245 is not precise, as it does not state on which service the monitoring should be performed. Management Responded as follow in February 2025: 1. Agree with the finding. The Town Manager of Grabouw has 6 wards to cover, and missed the deadline to submit in time, with the next</p>	<p>COMMUNITY SERVICES: Point 3 – Community Services also did not receive any responses from PM and IDP Department.</p>

	<p>reporting, Town Manager is to start earlier with the generation of the Ward Based Plans in order to ensure that deadlines are met in time in future.</p> <p>2. Agree with the finding. The actual was incorrectly input as 8 and will be amended with the actual of 1 with the next SDBIP reporting.</p> <p>3. The Performance Management and IDP Department has been informed that this KPI has been wrongfully allocated to the Director Community Services from the Directorate Technical Services and Infrastructure Planning without any consultation and knowledge of the Director: Community Services. IDP / Performance Unit office to move KPI back to Technical Services and Infrastructure Planning.</p> <p>Management Responded as follow in May 2025:          A follow-up with Performance Management Unit will be done in terms of number 3 – as no responses was received by the department in terms of the re-allocation of the KPI to Technical Services. A Memorandum has been submitted to the MM for the removal of this KPI from Community Services.          Number 1 and 2 will be follow-up with the relevant KPI owners to rectify with April reporting.</p> <p>Finding: Although Community Services agreed to all of the findings stated above, at the time of the 4<sup>th</sup> Quarter audit (30 July 2025) no corrections were made to these KPI's.</p>

## Significant Findings Reported to the PAC

Audit Name	Short Description of Finding	Management Response
<p>Solid Waste Third Quarter 2024/2025 Audit</p>	<p>At the time of the audit, there were no fencing / partial fencing, no entrance gates or staff implementing access control at the Genadendal, Riviersonderend and Botrivier sites.</p> <p>At the time of the audit, the Caledon site was partially fenced / fencing was damaged. Due to a fire that broke out on the site two days prior to the audit, there were no staff on site to implement access control (the container office burned).</p> <p>At the time of the audit, the Villiersdorp site was partially fenced and there was no entrance gate. Although the entrance was manned during the audit, there is no access control after working hours for the Villiersdorp site.</p> <p>Due to the lack of fencing and access control, unauthorised waste can be dumped on the sites.</p>	<p><b>TECHNICAL SERVICES:</b> Due to unforeseen circumstances (fire, theft, vandalism) at the site, the fencing which were destroyed, etc. as well as entrance gate will be replaced. We must first procure materials and equipment for repairing the existing fence.</p> <p>Due to the burning of the site the staff first had to wait till it was safe before they can be on site again. Temporary staff was alternatively temporarily removed from the site to the Caledon Transfer station to do necessary maintenance work.</p> <p>They were returned site to start with the maintenance repair work of the site office, fencing and gate controlling.</p> <p><b>COMMUNITY SERVICES:</b> Although there are still license conditions that need to be comply with in Riviersonderend and Genadendal, the Genadendal and Riviersonderend waste disposal sites are not in operation anymore. Waste is dumped at the Greyton Waste Drop Off facility near Genadendal, and at the Waste Transfer Station Facility in Riviersonderend.</p> <p>The Botrivier waste disposal site technically does not exist anymore, as the New France informal settlement invade it within the footprint of the site around 2005. No waste has been dumped on this site since then, all waste is dumped at the Botrivier Waste Drop Off facility or transported to the Caledon Waste Disposal site.</p> <p>As explained in previous audit findings, although the sites are not operational anymore, we do understand that license conditions still exist, but waste is dumped at waste disposal facilities that are far better than the old sites.</p> <p><b>TECHNICAL SERVICES:</b> Caledon Landfill Site: EPWP workers was appointed to do access control and pick-up wind-blown litter. This is an issue since we did not have a Dozer on site before the audit.</p>
<p>Solid Waste Third Quarter 2024/2025 Audit</p>	<p>At the time of the audit there was wind-blown litter and exposed waste observed on the sites and outside the sites next to the roads in Genadendal, Riviersonderend, Caledon and Villiersdorp.</p>	<p><b>TECHNICAL SERVICES:</b> Caledon Landfill Site: EPWP workers was appointed to do access control and pick-up wind-blown litter. This is an issue since we did not have a Dozer on site before the audit.</p>

	<p>Waste was burning / smouldering on the Caledon &amp; Villiersdorp sites which may result in health hazards and nuisance conditions due to smoke. It seems that windblown waste is not picked up and removed from fences and vegetation on a daily basis at the Genadendal, Riviersonderend, Caledon and Villiersdorp.</p> <p>It seems that waste on Genadendal, Riviersonderend and Caledon landfill sites are not covered daily, as required.</p> <p>At the time of the audit there was exposed waste on the Grabouw site and next to the access road outside the site that might cause annoyance and it also seemed that waste containers were overfilled.</p>	<p>The plant tenders was awarded and this should assist in alleviating the wind-blown litter as waste can be properly covered.</p> <p><b>COMMUNITY SERVICES:</b> Agree with the findings. Measures will be put in place to ensure that all wind-blown waste will be picked up daily.</p> <p>Waste that is dumped at the entrance of the Grabouw Waste Transfer Station will be removed and cleared.</p> <p>Containers that are overfilled are a contract management issue, and it will be communicated to the contract owner to ensure that the containers are removed in time before they become overfilled by the contractor.</p>
<p>Solid Waste Third Quarter 2024/2025 Audit</p>	<p>At the time of the audit the Villiersdorp site was not accessible due to burning waste, there were a lot of people reclaiming waste outside the Villiersdorp site and none of the persons reclaiming waste had suitable PPE.</p> <p>At the time of the audit there were people observed on the Caledon site reclaiming waste.</p>	<p><b>TECHNICAL SERVICES:</b> Law enforcement will be informed accordingly to remove the illegal waste pickers from the facility.</p> <p><b>COMMUNITY SERVICES:</b> Agree with the findings. People reclaiming waste are individuals that enter the site without permission, but also do it as a living.</p> <p>The operational activities of the Villiersdorp site will improve as a dedicated machine is allocated to the site to ensure that no waste will be piled up, and make it difficult for individuals to reclaim waste.</p>
<p>Solid Waste Third Quarter 2024/2025 Audit</p>	<p>Although there are stormwater trenches around the Villiersdorp site, these trenches are filled with waste and thus it seems that the storm water system is not maintained on a continuous basis as required by the permit. It seems that runoff water is not prevented from entering local watercourses due to storm water trenches not maintained. It seems that runoff water is not managed.</p>	<p><b>COMMUNITY SERVICES:</b> Agree with the findings. Measures will be put in place to ensure that storm water trenches are well maintained at the Villiersdorp Transfer Station.</p> <p>A Register will be implemented to ensure that the local Technical Officer complete weekly inspections that are recorded as evidence for future audits.</p>

	<p>At the time of the audit there were waste and shrubs growing in the trenches at the Grabouw Transfer Station. It seems that stormwater system is not inspected and maintained on a regular basis.</p>	<p>At the time of the audit there were fires / burning of waste observed at the Villiersdorp and Caledon sites.</p>	<p>TECHNICAL SERVICES: Burning of fire was diffused by covering it with Cover material (sand).</p> <p>COMMUNITY SERVICES: Agree with the findings. Fires are caused by individuals who enter these sites illegally. Due to the location of these sites, it is difficult to manage and to prevent fires. Response is reactive to put out the fires and prevent it from spreading.</p> <p>TECHNICAL SERVICES: Additional BH's were made, and monitoring and sampling will take place as required by License/Permit conditions by our Service Provider A.L. Abbott.</p>
<p>Solid Waste Third Quarter 2024/2025 Audit</p>	<p>Caledon - According to the information included in the external audit reports borehole could not be located. ENG 01/2023/24 was awarded for monitoring. One borehole for Caledon was tested in December 2024.</p> <p>Riviersonderend - Only the two downstream boreholes could be located.</p> <p>Villiersdorp - According to the external audit report only one borehole is in working condition.</p> <p>Botrivier – There are no boreholes on site.</p>	<p>At the time of the audit, there were either no fencing / partial fencing, no entrance gates, no staff implementing access control or a combination of the aforementioned at the Genadendal Waste Disposal Facility, Riviersonderend Waste Disposal Facility, Caledon Landfill and Botrivier Waste Disposal Facility sites.</p> <p>At the time of the audit, the Villiersdorp Transfer Station was partially fenced and there was no entrance gate. Although the entrance was manned during the audit, and an access gate was</p>	<p>TECHNICAL SERVICES: Purchase new gate for Caledon Landfill.</p> <p>COMMUNITY SERVICES: <b>Genadendal:</b> The Genadendal site is not in use anymore, but the local residence of Genadendal uses the site for the dumping of garden waste or builders' rubble. All business- and household waste are dumped at the Greyton Drop-off facility. Although the Greyton facility is manned by an access controller, the old dumping site in Genadendal is not manned due to capacity constraints. Fencing is not replaced, as it will be stolen as soon as it will be replaced, as in the past.</p>
<p>Solid Waste First Quarter 2025/2026 Audit</p>			

<p>erected on the access road to the Transfer Station; there is no access control after working hours for the Villiersdorp Transfer Station.</p> <p>Due to the lack of fencing and access control, unauthorised waste can be dumped on the sites.</p>	<p><b>Riviersonderend:</b> As explained in Finding 1, only builders' rubble and garden waste are dumped on the site. The town does not have the capacity to have access controllers on both the waste disposal site and the transfer station. Fencing is not replaced, as it will be stolen as soon as it will be replaced, as in the past.</p> <p><b>Botrivier:</b> The waste site does only exist on paper. There is no site in operation. As explained in previous audit findings, this site was previously invaded by an informal settlement. No waste is dumped here. All business and household waste that is collected in Botrivier are dumped at the Caledon waste disposal site or the Karwyderskraal regional dumping site. Garden waste - and builders' rubble are dumped at the local waste drop-off facility in Botrivier.</p> <p><b>Villiersdorp:</b> As explained in Finding 1, the entrance gate was moved to the lower end of the access road. The gate is locked after hours to prevent access to the site. Access control is available at the entrance gate during normal office hours</p> <p><b>General Note:</b> The old waste disposal sites in RSE, Genadendal, and Botrivier were replaced by either waste transfer stations or waste drop-off facilities. Waste is transported from those facilities to the Karwyderskraal regional waste site. This is a huge improvement in managing waste disposal in TWK. Although there are still licenses in place for these old waste disposal sites, these sites are not fully in use anymore. To still comply with all the license conditions are in some instances just not practical and not financially viable for TWK, given the financial situation.</p>
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<p>Solid Waste First Quarter 2025/2026 Audit</p>	<p>At the time of the audit there were people observed on the Caledon Landfill and the Villiersdorp Transfer Station reclaiming waste. None of the persons observed reclaiming waste had suitable personal protection equipment.</p>	<p>TECHNICAL SERVICES: We only have control over the site in working hours towards waste reclaiming.</p> <p>COMMUNITY SERVICES: The waste pickers that were observed are from the informal waste market that reclaimed waste for a living. They are not in the service of the municipality, and we do not have any obligation to provide them with PPE.</p> <p>COMMUNITY SERVICES: Since the audit, a bulldozer was hired for the maintenance of the site in Villiersdorp, including the storm water trenches to prevent storm water from entering the site. This will be done in October 2025.</p> <p>Registers will be implemented to ensure that weekly inspections are documented.</p>
<p>Solid Waste First Quarter 2025/2026 Audit</p>	<p>Although there are stormwater trenches around the Villiersdorp Transfer Station, these trenches are filled with waste and thus it seems that the storm water system is not maintained on a continuous basis as required by the permit. It seems that runoff water is not prevented from entering local watercourses due to storm water trenches not maintained. It seems that runoff water is not managed.</p> <p>Although trenches were clear at the time of the audit, there is no evidence available that weekly inspections are undertaken (As required by Government Notice 1093) at the Botrivier Drop-off, Greyton Drop-off, Caledon Transfer Station, Riviersonderend Transfer Station, Tesselaaarsdal Drop-off and Grabouw Transfer Station.</p>	<p>TECHNICAL SERVICES: AL ABBOTT have a contract to take samples on a monthly basis on all boreholes. We will sink 2 boreholes in this financial year - 1 upstream and 1 downstream for Botrivier.</p> <p>COMMUNITY SERVICES: All boreholes are monitored monthly by the appointed service provider AL Abbott and Associates. There is no borehole at the Botrivier site to be monitored, as the site does not exist.</p>
<p>Solid Waste First Quarter 2025/2026 Audit</p>	<p>It seems that there are no boreholes to conduct monitoring on the Botrivier Waste Disposal Facility.</p> <p>Only one borehole was tested in June 2025 at the Riviersonderend Waste Disposal Facility.</p> <p>It seems that at the Villiersdorp Transfer Station no groundwater monitoring took place since September 2024.</p>	<p>TECHNICAL SERVICES: AL ABBOTT have a contract to take samples on a monthly basis on all boreholes. We will sink 2 boreholes in this financial year - 1 upstream and 1 downstream for Botrivier.</p> <p>COMMUNITY SERVICES: All boreholes are monitored monthly by the appointed service provider AL Abbott and Associates. There is no borehole at the Botrivier site to be monitored, as the site does not exist.</p>

<p>Solid Waste First Quarter 2025/2026 Audit</p>	<p>At the time of the audit there were fires / smouldering waste observed at the Villiersdorp Transfer Station, Riviersonderend Waste Disposal Facility and Caledon Landfill.</p>	<p><b>TECHNICAL SERVICES:</b> The provision of cover material will be enforced as soon as the new 3 year tender commences. This will prevent any fire for Caledon Landfill</p> <p><b>COMMUNITY SERVICES:</b> Although it is merely impossible to prevent waste from burning, preventative measures will be put in place to lower the risk of burning waste. Due to the location of these sites at the outer limits of the towns, illegal entry to these sites may cause the lighting of waste as an act of vandalism.</p>
<p>Solid Waste First Quarter 2025/2026 Audit</p>	<p>At the time of the audit there was wind-blown litter and exposed waste observed on the sites and outside the sites next to the roads and it seems that windblown waste is not picked up and removed from fences and vegetation on a daily basis at Genadendal Waste Disposal Facility, Riviersonderend Waste Disposal Facility, Caledon Landfill and Villiersdorp Transfer Station.</p> <p>It seems that waste on Genadendal Waste Disposal Facility, Riviersonderend Waste Disposal Facility and Caledon Landfill are not covered daily, as required.</p> <p>At the time of the audit there was exposed waste on the Grabouw Waste Transfer Stations and next to the access road outside the site that might cause annoyance.</p> <p>It also seemed that waste containers were overfilled at the Grabouw Waste Transfer Station and the Greyton Drop-off Facility.</p>	<p><b>TECHNICAL SERVICES:</b> Cover material will be transported when new tender ENG 01 2024/25 commence after the 10/10/2025</p> <p><b>COMMUNITY SERVICES: Wind-blown litter:</b> Windblown litter is picked up, but not on a daily basis. Steps will be introduced to pick up wind-blown waste more regularly. Even if it is done on a daily basis, wind-blown waste will always exist.</p> <p><b>Cover of waste:</b> Although it is a license condition, we do not have the machinery and operational budget to cover waste on a daily basis. The operational cost is very high to do so. For the same reason we phased out landfill sites and replaced them with waste transfer station or waste drop-offs, which are managed much better.</p> <p><b>Overfilled containers:</b> 24 x 30m<sup>3</sup> waste containers are supplied to Grabouw transfer station each week, 6 containers on a Monday, Wednesday and Friday and 3 containers on Tuesdays and Thursdays. With the rapid growth of Grabouw, the transfer station cannot keep up with the amount of waste that is dumped at the transfer station, and the containers will be overfilled from time to time.</p>
<p>Waste Water Audit</p>	<p>Internal audit inspected the January 2025 results for monitoring done by AL Abbott and found water discharged did not comply with all the limits for Botrivier, Caledon, Grabouw, Villiersdorp,</p>	<p><b>COMMUNITY SERVICES:</b> The operational budget for the repairs and maintenance of mechanical equipment on WWTW is limited and with the allocated budgets it is merely impossible to do the necessary repairs and maintenance. These mechanical</p>

	<p>Genadendal, Greyton and Riviersonderend Waste Water Treatment Works</p>	<p>equipment is vital for the WWTW to function properly. If not, waste water cannot be treated within the required limits. Attention need to be given to the allocation of operational budgets for WWTW to properly operate WWTW and comply with the final effluent requirements.</p>
<p>Waste Water Audit</p>	<p>At the time of the audit, it seems that the last bio-monitoring testing for Greyton was done by Bigen in May 2022. No evidence could be provided that testing was done since May 2022.</p> <p>Biomonitoring for Caledon was performed by Blue Science in May 2024. No biomonitoring done since May 2024 thus, not done twice a year as required.</p>	<p>TECHNICAL SERVICES: Budget requested to implement 2025/26.</p>
<p>Performance Management 4<sup>th</sup> Quarter 2024/2025 Audit</p>	<p>Internal Audit reviewed all the Top Layer KPI's (90) and 12 Departmental KPI's.</p> <p>It seems that the calculation / reporting of the actuals for 8 of the Top Layer KPI's and 7 of the Departmental KPI's were done incorrectly.</p>	<p>CORPORATE SERVICES: An email was forwarded to all End Users in the Corporate Services Directorate, to ensure that supporting evidence uploaded on IGNITE supports the actual reported on the system. Email dated 6 August 2025</p> <p>COMMUNITY SERVICES: TL33 – Directorate Technical Services generates/calculates the results for Effluent and Water Quality. A report is generated and sent to Community Services which the Directorate submits on the SDBIP. Community Services has no part in the calculation of the results but assume that what Technical Services has calculated and inserted in the report as a true and correct calculation and verification. D165 - Actual to be amended and correctly reported on at the next reporting cycle. D211 – Sustainable Development unit to ensure that quarterly reports are submitted at the end of each reporting cycle on Collaborator.</p> <p>ECONOMIC DEVELOPMENT:</p>

		<p>TL 90: Target was achieved in October 2024 and evidence was erroneously duplicated the following months however the target of servicing 67 sites was met. Ignite system is currently closed for corrections of the previous financial year and should access be granted this error will be corrected.</p> <p>TL 84: Target was achieved in practical completion was obtained in March 2025 and evidence was loaded in May 2025. The evidence was erroneously duplicated in June 2025; however, the target of servicing 408 site was met. Ignite system is currently closed for corrections of the previous financial year and should access be granted this error will be corrected.</p> <p>TL 81: Proof of the draft Basic Assessment Report submission was obtained in June 2025. The final BAR was submitted to the Department of Environmental Affairs &amp; Development Planning and final approval was obtained on 13 November 2025. Evidence to be loaded should system be opened.</p> <p><b>FINANCIAL SERVICES:</b> Corrective Measures will be sent to the IDP Department to correct target before finalization of APR.</p> <p><b>OFFICE OF THE MUNICIPAL MANAGER:</b> It is noted and will be corrected.</p>
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## **8. Risk Management**

The following Risk Management reports were presented to the PAC for the period 1 October 2025 to 31 December 2025:

1. Progress on the implementation of risk action plans – Office of the Municipal Manager.
2. Risk Management Implementation Plan 2024/2025
3. Risk Management Implementation Plan 2025/2026
4. Progress on FARMCO Performance Evaluation Report 2024/2025
5. Review of Strategic Risk Register for 2025/2026
6. Review of Operational Risk Register for 2025/2026
7. Review of Fraud Risk Register for 2025/2026

The PAC requested that attention be given to areas on the FARMCO Evaluation Report that were indicated as “Limited” and “Partial”.

One member of the PAC (Ms. Gani) is the nominated PAC member to attend the Fraud and Risk Management Committee meetings as an observer. One meeting was held on 19 November 2025.

## **9. Performance Management**

The 2025/2026 first quarter Top Layer SDBIP Report was presented to the PAC on 5 December 2025.

All underperforming KPI's were discussed.

The PAC requested that the CFO should address shortcomings in the SCM process that hampers spending of capital funding.

The PAC reviewed and discussed the Internal Audit Departmental SDBIP (with actual results as on 31 October 2025) at the meeting of 5 December 2025.

## **10. Municipal Public Accounts Committee**

All internal audit reports are presented to the Municipal Public Accounts Committee (MPAC) after it was presented to the PAC. The Chairperson of the PAC attends all MPAC meetings where internal audit reports are discussed.

The PAC Chairperson attended one MPAC meeting for the period 1 October 2025 to 31 December 2025, on 9 October 2025.

## **11. Compliance with Legislation**

Reports were presented to the PAC regarding the compliance with legislation for the 1st Quarter 2025/2026 (1 July 2025 to 30 September 2025).

The PAC requested that Management urgently give attention to those actions that indicates non-compliance to legislation.

## 12. Financial Information

The PAC has reviewed and discussed the October 2025 budget statement (Section 71 report) and the Financial Recovery Plan (FRP) on 5 December 2025.

The PAC raised its concern regarding the non-attendance of financial staff at the meeting.

The Performance- and Audit Committee requested that the latest financial report be presented to the Performance- and Audit Committee by 4 February 2026.

A report should be presented at the next Performance- and Audit Committee Meeting regarding the recovery rate of traffic fines, the amount of outstanding traffic fines owed by TWK staff officials and challenges regarding the recovery of traffic fines.

The Performance- and Audit Committee requested that the CFO give clarity on the following matters (via e-mail) before the next meeting:

1. High Percentage spending on Overtime, Standby and Other Materials and mitigation measures put in place to ensure that there is no overspending.
2. Are debtor notices still sent via the Post Office mailing system and what are reasons provided for no payment of debtors.

The PAC requested that the FRP updates should be shared with the Risk Officer for inclusion in the Risk Registers.

## 13. Auditor-General

The Auditor-General presented the 2024/2025 Draft Audit Report to the PAC on 24 November 2025. On 28 November 2025 the PAC had a follow-up meeting with the Auditor-General to discuss changes made to the Draft Audit Report and the final outcome of the 2024/2025 audit.

## 14. Information and Communication Technology

The Director Corporate Services reported to the PAC on the status of Information and Communications Technology. The report for the first quarter (1 July 2025 to 30 September 2025) was presented to the PAC. The report included the following information:

1. Disaster Recovery Site Development;
2. Implementation of Cloud Backup and Network Monitoring Solutions;
3. Cost Saving and Financial Efficiency;
4. Staffing and Operational Challenges;
5. Leadership Continuity;
6. ICT Governance and Policy Implementation;
7. Challenges and Risks;
8. Microsoft Licencing Settlement;
9. Cybersecurity Enhancements;
10. Disaster Recovery Replication Software.

The PAC commends the ICT Department for cost saving measures implemented.

## 15. Appreciation

The PAC wishes to express its appreciation to the Management of the Municipality and the Internal Audit Department for the co-operation and information they have provided to enable us to compile this report.

**ITEM HEADING**

**C53/2026 DIRECTORATE CORPORATE SERVICES: OFFICE OF DIRECTOR  
CORPORATE SERVICES: REPORTING ON PERFORMANCE OF  
CONTRACTORS: OCTOBER TILL DECEMBER 2025**

*[English version of the report is the original]*

**FILE NUMBER**

8/2/3/5/2

**PURPOSE / AIM OF REPORT**

To present a report to Council in terms of the contract and performance management of the Directorate Corporate Services contractors for the period from October 2025 to December 2025 to ensure the municipality receives value for money and that contracts are completed on time and within the approved budget.

**BACKGROUND**

S116 (2) of the Municipal Finance management Act (No.56 of 2003) states that:

The accounting officer of a municipality or municipal entity must –

1. take all reasonable steps to ensure that a contract or agreement procured through the supply chain management policy of the municipality of municipal entity is properly enforced;
2. monitor on a monthly basis the performance of the contract under the contract or agreement;
3. establish capacity in the administration of the municipality or municipal entity –
  - (i) to assist the accounting officer in carrying out the duties set out in paragraphs (a) and (b); and
  - (ii) to oversee the day-to-day management of the contract or agreement; and
4. regularly report to Council of the municipality or the board of directors of the entity, as may be appropriate, on the management of the contract or agreement and the performance of the contract.

**DISCUSSION**

Report pattern of the Directorate Corporate Services:

<b>Department:</b>	<b>October 2025</b>	<b>November 2025</b>	<b>December 2025</b>
Corporate Services	Submitted	Submitted	Submitted

Find attached checklists consisting of the summaries done for the Directorate Corporate Services.

**No blockages occurred.**

**FINANCIAL RESPONSIBILITIES**

Can be found in checklists attached as Annexures. It can be costly to the municipality if reporting is not done correctly.

**LEGAL RESPONSIBILITIES**

Chapter 8 Municipal Finance Management Act. 56 of 2003.

**RISK MANAGEMENT IMPLICATION**

Not applicable.

**RECOMMENDATION BY ITEM AUTHOR:**

**It is recommended that Council takes cognisance of the report.**

**RECOMMENDATION BY THE CORPORATE SERVICES COMMITTEE TO THE EMC: 04 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor M Botes, and seconded by Councillor TB Zimmermann it was recommended as follows:

**That Council takes cognisance of the report.**

**RECOMMENDATION BY THE EMC TO COUNCIL: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, it was unanimously recommended as follows:

**That Council takes cognisance of the report.**

**RECOMMENDATION BY ITEM AUTHOR:**

**It is recommended that Council takes cognisance of the report.**

**REPORTING ON PERFORMANCE OF  
CONTRACTORS :  
OFFICE OF THE DIRECTOR**

9292/10/9  
M/1/2/21

PROJECT MANAGER:		GW HERMANUS		PROJECT CHAMPION:		WYNANDA VAN ZYL	
		Corporate Services				Funding Source	
Complete Tender No. & Description		MTN CONTRACT 128K/NOKIA-503-R79.00		Own X		Other	
Service Provider		MTN t/a ISANGO ELECTRONICS CC REG NR. CK19990892923 (VAT 4240182065)					
Commencement Date		01/07/2018		Value of VO's Approved		None	
Completion Date		ongoing month to month		R79 PER MONTH PER CONTRACT			
Adjusted Contract Amount		None		Adjusted Completion Date		None	
Date of Report		31/10/2025		30/11/2025		31/12/2025	
Report Numbers		1		2		3	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a		N/a		N/a	
Overall performance including Rand Value in terms of the Empowerment Goals		N/a		N/a		N/a	
Overall Performance Incl. quality of work to date		N/a		N/a		N/a	
Blockages and Problemes		N/a		N/a		N/a	
Recommended Action and Resolutions required to unblock blockages & problems		N/a		N/a		N/a	
Actual Amount Paid to Date		R 132,074.00		R 133,733.00		R 135,392.00	
Number of Invoices /Certificates		1441		1462		1483	
Disputed Invoices / Certificates		0		0		0	

PROJECT MANAGER:		GW HERMANUS		PROJECT CHAMPION:		WYNANDA VAN ZYL		
		Corporate Services				Funding Source		
Complete Tender No. & Description		833100900, CALEDON. 0834110471, VILLIERSDORP						Other
Service Provider		VODACOM						Own X
Commencement Date		01/07/2018	Total Contract Amount		R995.24 PER MONTH PER CONTRACT - CALEDON; R553.84 PER MONTH PER CONTRACT - VILLIERSDORP	Value of VO's Approved		None
Completion Date		ONGOING MONTH TO MONTH						
Adjusted Contract Amount		None	Adjusted Completion Date		None	Project on Time		N/A
Date of Report		31 October 2025	30 November 2025		31 December 2025			
Report Numbers		1	2	3				
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a	N/a	N/a				
Rand Value in terms of the Empowerment Goals		N/a	N/a	N/a				
Overall Performance Incl. quality of work to date		N/a	N/a	N/a				
Blockages and Problems		N/a	N/a	N/a				
Recommended Action and Resolutions required to unblock blockages & problems		N/a	N/a	N/a				
Actual Amount Paid to Date		R 62,284.00	R 63,033.16	R 63,782.24				
Number of Invoices /Certificates		148	150	152				
Disputed Invoices / Certificates		0	0	0				

27/10/2026  
R 63,782.24

9200/10/5  
M/17

PROJECT MANAGER:		GW HERMANUS		PROJECT CHAMPION:		WYNNANDA VAN ZYL	
		Corporate Services				Funding Source	
Complete Tender No. & Description		MTN CONTRACT HUAWEI P10 LITE R369		Own X		Other	
Service Provider		MTN t/a ISANGO ELECTRONICS CC REG NR CK 19990892923					
Commencement Date		01/07/2018		Total Contract Amount		R369 PER MONTH PER CONTRACT	
Completion Date		Ongoing month to month		Adjusted Completion Date		Value of VO's Approved	
Adjusted Contract Amount		None		None		None	
Date of Report		31/10/2025		30/11/2025		31/12/2025	
Report Numbers		1		2		3	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a		N/a		N/a	
Overall performance including Rand Value in terms of the Empowerment Goals		N/a		N/a		N/a	
Overall Performance Incl. quality of work to date		N/a		N/a		N/a	
Blockages and Problemes		N/a		N/a		N/a	
Recommended Action and Resolutions required to unblock blockages & problems		N/a		N/a		N/a	
Actual Amount Paid to Date		R 159,194.00		R 161,039.00		R 162,884.00	
Number of Invoices /Certificates		342		347		352	
Disputed Invoices / Certificates		0		0		0	

PROJECT MANAGER:		GW HERMANUS		PROJECT CHAMPION:		WYNANDA VAN ZYL	
		Corporate Services		Funding Source			
Complete Tender No. & Description	MTN CONTRACT - HUAWEI PB LITE R269			Own X	Other		
Service Provider	MTN t/a ISANGO ELECTRONICS CC REG NR CK 19990892923						
Commencement Date	01/07/2018	Total Contract Amount	R269 PER MONTH PER CONTRACT	Value of VO's Approved	None		
Completion Date	ongoing month to month						
Adjusted Contract Amount	None	Adjusted Completion Date	None	Project on Time	N/A		
Date of Report	31/10/2025		30/11/2025		31/12/2025		
Report Numbers	1		2		3		
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	N/a		N/a		N/a		
Overall performance including Rand Value in terms of the Empowerment Goals	N/a		N/a		N/a		
Overall Performance Incl. quality of work to date	N/a		N/a		N/a		
Blockages and Problems	N/a		N/a		N/a		
Recommended Action and Resolutions required to unblock blockages & problems	N/a		N/a		N/a		
Actual Amount Paid to Date	R 160,669.00		R 162,552.00		R 164,435.00		
Number of Invoices /Certificates	358		365		372		
Disputed Invoices / Certificates	0		0		0		

202/10/9  
SM

PROJECT MANAGER:		GW HERMANUS		PROJECT CHAMPION:		WYNANDA VAN ZYL			
		Corporate Services				Funding Source			
Complete Tender No. & Description		MTN CONTRACT 128K/NOKIA-503-R89.00						Own X	Other
Service Provider		MTN t/a ISANGO ELECTRONICS CC REG NR. CK19990892923 (VAT 4240182065)							
Commencement Date		01/07/2018	Total Contract Amount	R89.00 PER MONTH PER CONTRACT	Value of VO's Approved	None			
Completion Date		ongoing month to month							
Adjusted Contract Amount		None	Adjusted Completion Date	None	Project on Time	N/A			
Date of Report		31/10/2025		30/11/2025		31/12/2025			
Report Numbers		1		2		3			
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a	N/a	N/a	N/a	N/a			
Overall performance including Rand Value in terms of the Empowerment Goals		N/a	N/a	N/a	N/a	N/a			
Overall Performance Incl. quality of work to date		N/a	N/a	N/a	N/a	N/a			
Blockages and Problems		N/a	N/a	N/a	N/a	N/a			
Recommended Action and Resolutions required to unblock blockages & problems		N/a	N/a	N/a	N/a	N/a			
Actual Amount Paid to Date		R 24,187.00	R 24,454.00	R 24,721.00					
Number of Invoices /Certificates		197	200	203					
Disputed Invoices / Certificates		0	0	0					

LMD  
9/11/2026

PROJECT MANAGER:		GW HERMANUS		PROJECT CHAMPION:		WYNANDA VAN ZYL			
		Corporate Services				Funding Source			
Complete Tender No. & Description		MTN CONTRACT MTN CHOICE MODEMS R99						Own X	Other
Service Provider		MTN t/a ISANGO ELECTRONICS CC REG NR CK 19990892923							
Commencement Date		01/07/2018	Total Contract Amount	R99 PER MONTH PER CONTRACT	Value of VO's Approved	None			
Completion Date		ongoing month to month							
Adjusted Contract Amount		None	Adjusted Completion Date	None	Project on Time	N/A			
Date of Report		31/10/2025							
Report Numbers		1	2	3	31/12/2025				
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a	N/a	N/a	N/a				
Rand Value in terms of the Empowerment Goals		N/a	N/a	N/a	N/a				
Overall Performance Incl. quality of work to date		N/a	N/a	N/a	N/a				
Blockages and Problems		N/a	N/a	N/a	N/a				
Recommended Action and Resolutions required to unblock blockages & problems		N/a	N/a	N/a	N/a				
Actual Amount Paid to Date		R 148,628.00	R 149,222.00	R 149,816.00					
Number of Invoices /Certificates		328957	295	301					
Disputed Invoices / Certificates		0	0	0					

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 12/11/2026  
 9/10/10/19

**REPORTING ON PERFORMANCE OF  
CONTRACTORS: ADMINISTRATION  
(OCTOBER - DECEMBER 2025)**

PROJECT MANAGER:		GW Hermanus		PROJECT CHAMPION:		Marelize Faul			
		Corporate Services		Funding Source					
Complete Tender No. & Description	KOR01/2025/26 [Translation of documentation from Afrikaans to English and vice versa for TWK Municipality for the period from 01 July 2025 to 30 June 2026]							Own X	Other
Service Provider	Arina Wilson								
Commencement Date	1/7/2025	Total Contract Amount	Unknown - depends on the number of documents/words translated		Value of VO's Approved	None			
Completion Date	30/06/2026	Adjusted Completion Date	None		Project on Time	N/A			
Date of Report	31 October 2025	30 November 2025	31 December 2025						
Report Numbers	4	5	6						
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	N/a	N/a	N/a						
Overall performance including Rand Value in terms of the Empowerment Goals	N/a	N/a	N/a						
Overall Performance Incl. quality of work to date	Translation services rendered by Arina Wilson is satisfactory.		Translation services rendered by Arina Wilson is satisfactory.		Translation services rendered by Arina Wilson is satisfactory.				
Blockages and Problems	N/a	N/a	N/a						
Recommended Action and Resolutions required to unblock blockages & problems	N/a	N/a	N/a						
Actual Amount Paid to Date	R3,156.60	R4,328.40	R4,910.40						
Number of Invoices /Certificates	3	4	5						
Disputed Invoices / Certificates	0	0	0						

M Faul  
09/01/2026

PROJECT MANAGER:		GW Hermanus		PROJECT CHAMPION:		Marelize Faul		
				Corporate Services		Funding Source		
						Own	Other X	
Complete Tender No. & Description	COR01/2023/24; The appointment of a service provider for an on-site support service for the electronic records document management system for Theewaterskloof Municipality from 01 October 2023 until 30 June 2033							
Service Provider	Business Engineering							
Commencement Date	01/10/2023	Total Contract Amount	Year 2: R61,397.35 + R7,139.20 + R7,139.20 + R26,473.00 per month and annual licensing fees. Year3+: CPI + 1%		Value of VO's Approved	None		
Completion Date	30/06/2033	Adjusted Completion Date		None		Project on Time		
Adjusted Contract Amount	None		None		N/A			
Date of Report	31 October 2025		30 November 2025		31 December 2025			
Report Numbers	25		26		27			
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	N/a		N/a		N/a			
Overall performance including Rand Value in terms of the Empowerment Goals	N/a		N/a		N/a			
Overall Performance Incl. quality of work to date	Consultant was appointed to render the support services to TWK on a weekly basis. Training is done on request. Annual maintenance of Collaborator system and servers is done by the back-office in Gauteng. Overall performance of BE is satisfactory.		Consultant was appointed to render the support services to TWK on a weekly basis. Training is done on request. Annual maintenance of Collaborator system and servers is done by the back-office in Gauteng. Overall performance of BE is satisfactory.		Consultant was appointed to render the support services to TWK on a weekly basis. Training is done on request. Annual maintenance of Collaborator system and servers is done by the back office in Gauteng. Overall performance of BE is satisfactory.			
Blockages and Problems	N/a		N/a		N/a			
Recommended Action and Resolutions required to unblock blockages & problems	N/a		N/a		N/a			
Actual Amount Paid to Date	R2,594,528.90		R2,707,120.80		R2,819,712.70			
Number of Invoices / Certificates	115		120		125			
Disputed Invoices / Certificates	0		0		0			

M Faul  
09/01/26

PROJECT MANAGER:		GW-Hermanus		PROJECT CHAMPION:		Marelize Faul	
		Corporate Services		Funding Source			
Complete Tender No. & Description	COR02/2025/26 [Maintenance Agreement for Bizhub B227 photocopier machines at the following office : Riviersonderend Traffic Services in the Directorate Community Services]		Own X	Other			
Service Provider	Mindlco (pty) Ltd t/a Konica Minolta SA						
Commencement Date	1/10/2025	Total Contract Amount	Cost per copy = R0.0993	Value of VO's Approved	None		
Completion Date	30/06/2028	Adjusted Completion Date	None	Project on Time	N/A		
Date of Report	31 October 2025	30 November 2025	31 December 2025				
Report Numbers	1	2	3				
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	N/a	N/a	N/a				
Overall performance including Rand Value in terms of the Empowerment Goals	N/a	N/a	N/a				
Overall Performance Incl. quality of work to date	Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.				
Blockages and Problems	N/a	N/a	N/a				
Recommended Action and Resolutions required to unblock blockages & problems	N/a	N/a	N/a				
Actual Amount Paid to Date	R168.67	R234.45	R340.31				
Number of Invoices /Certificates	1	2	3				
Disputed Invoices / Certificates	0	0	0				

MFAWS 09/01/2026

PROJECT MANAGER:		GW Hermanus		PROJECT CHAMPION:		Marelize Faul	
				Corporate Services		Funding Source	
				Own X	Other		
Complete Tender No. & Description COR02/2025/26 [Maintenance Agreement for Bizhub B227 photocopier machines at the following office : MIG Section in the Directorate Technical- and Infrastructure Implementation Services, Caledon]							
Service Provider Minolco (Pty) Ltd t/a Konica Minolta SA							
Commencement Date		1/10/2025		Total Contract Amount		Value of VO's Approved	
Completion Date		30/06/2028		Cost per copy = R0,0993		None	
Adjusted Contract Amount		None		Adjusted Completion Date		None	
		None				Project on Time	
		None				N/A	
Date of Report		31 October 2025		30 November 2025		31 December 2025	
Report Numbers		1		2		3	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a		N/a		N/a	
Overall performance including Rand Value in terms of the Empowerment Goals		N/a		N/a		N/a	
Overall Performance Incl. quality of work to date		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	
Blockages and Problems		N/a		N/a		N/a	
Recommended Action and Resolutions required to unblock blockages & problems		N/a		N/a		N/a	
Actual Amount Paid to Date		R66.57		R70.79		R110.76	
Number of Invoices /Certificates		1		2		3	
Disputed Invoices / Certificates		0		0		0	

MFAW  
09/01/2026

PROJECT MANAGER:		GW Hermanus		PROJECT CHAMPION:		Marelize Faul	
		Corporate Services		Funding Source		Other	
Complete Tender No. & Description		COR02/2025/26 [Maintenance Agreement for Bizhub B287 photocopier machines at the following office : SCM Section in the Directorate Finance, Caledon]					
Service Provider		Minolco (Pty) Ltd t/a Konica Minolta SA					
Commencement Date		1/10/2025		Cost per copy = R0.0947		Value of VO's Approved	
Completion Date		30/06/2028		None		None	
Adjusted Contract Amount		None		Adjusted Completion Date		Project on Time	
		31 October 2025		30 November 2025		31 December 2025	
Date of Report		31 October 2025		30 November 2025		31 December 2025	
Report Numbers		1		2		3	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a		N/a		N/a	
Overall performance including Rand Value in terms of the Empowerment Goals		N/a		N/a		N/a	
Overall Performance Incl. quality of work to date		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	
Blockages and Problems		N/a		N/a		N/a	
Recommended Action and Resolutions required to unblock blockages & problems		N/a		N/a		N/a	
Actual Amount Paid to Date		R1,542.21		R1,814.37		R2,577.68	
Number of Invoices /Certificates		1		2		3	
Disputed Invoices / Certificates		0		0		0	

M. Faul  
09/01/2026

PROJECT MANAGER:		GW Hermanus		PROJECT CHAMPION:		Marelize Foul	
		Corporate Services		Funding Source		Own X Other	
Complete Tender No. & Description		COR02/2025/26 [Maintenance Agreement for Bizhub 8367 photocopy machines at the following office : Records Section - Transferred from Caledon Town Office]					
Service Provider		Minolco (Pty) Ltd t/a Konica Minolta SA					
Commencement Date		1/10/2025		Total Contract Amount		Value of VO's Approved	
Completion Date		30/06/2028		Cost per copy = R0.090		None	
Adjusted Contract Amount		None		Adjusted Completion Date		None	
Date of Report		31 October 2025		30 November 2025		31 December 2025	
Report Numbers		1		2		3	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a		N/a		N/a	
Overall performance including Rand Value in terms of the Empowerment Goals		N/a		N/a		N/a	
Overall Performance Incl. quality of work to date		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	
Blockages and Problems		N/a		N/a		N/a	
Recommended Action and Resolutions required to unblock blockages & problems		N/a		N/a		N/a	
Actual Amount Paid to Date		R2,440.43		R2,537.93		R4,027.92	
Number of Invoices / Certificates		1		2		3	
Disputed Invoices / Certificates		0		0		0	

MFAUC  
09/01/2026

PROJECT MANAGER:		GW Hermannus		PROJECT CHAMPION:		Marelize Faul	
		Corporate Services		Funding Source		Other	
Complete Tender No. & Description		COR02/2025/26 [Maintenance Agreement for Bizhub B227 photocopier machines at the following office : Debt Collection in the Directorate Finance, Grabouw Town Office]					
Service Provider		Minolco (Pty) Ltd t/a Konica Minolta SA					
Commencement Date		1/10/2025		Cost per copy =R0.0993		Value of VO's Approved	
Completion Date		30/06/2028		None		None	
Adjusted Contract Amount		None		Adjusted Completion Date		Project on Time	
		31 October 2025		30 November 2025		31 December 2025	
Date of Report		1		2		3	
Report Numbers		N/a		N/a		N/a	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a		N/a		N/a	
Overall performance including Rand Value in terms of the Empowerment Goals		N/a		N/a		N/a	
Overall Performance Incl. quality of work to date		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	
Blockages and Problemes		N/a		N/a		N/a	
Recommended Action and Resolutions required to unblock blockages & problems		N/a		N/a		N/a	
Actual Amount Paid to Date		R786.69		R1,796.86		R2,469.70	
Number of Invoices / Certificates		1		2		3	
Disputed Invoices / Certificates		0		0		0	

MFAWC  
09/01/2026

PROJECT MANAGER:		GW Hermanus		PROJECT CHAMPION:		Marelize Faul	
		Corporate Services		Funding Source		Other	
Complete Tender No. & Description		COR02/2025/26 [Maintenance Agreement for Bizhub B227 photocopier machines at the following office : 1. Batrivierv Town Office]					
Service Provider		Minolco (Pty) Ltd t/a Konica Minolta SA					
Commencement Date		1/10/2025	Total Contract Amount	Cost per copy = R0.0993	Value of VO's Approved	None	
Completion Date		30/06/2028	Adjusted Completion Date		None	Project on Time	
Adjusted Contract Amount		None	Adjusted Completion Date		None	N/A	
Date of Report		31 October 2025		30 November 2025		31 December 2025	
Report Numbers		1	2	3			
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a	N/a	N/a			
Overall performance including Rand Value in terms of the Empowerment Goals		N/a	N/a	N/a			
Overall Performance Incl. quality of work to date		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.					
Blockages and Problemes		N/a					
Recommended Action and Resolutions required to unblock blockages & problems		N/a					
Actual Amount Paid to Date		R591.31	R707.56	R1,145.95			
Number of Invoices / Certificates		1	2	3			
Disputed Invoices / Certificates		0	0	0			

Mfaul  
09/10/2026

PROJECT MANAGER:	GW Hermonus		PROJECT CHAMPION:		Marelize Faul	
Complete Tender No. & Description	COR02/2025/26 [Maintenance Agreement for Bizhub B287 photocopier machines at the following offices : 1. Villiersdorp Town Office and 2. Human Settlements in the Directorate Economic Development and Planning]			Funding Source		
Service Provider	Minolco (Pty) Ltd t/a Konica Minolta SA			Own X	Other	
Commencement Date	1/10/2025	Total Contract Amount	Cost per copy = R0.0947	Value of VO's Approved	None	
Completion Date	30/06/2028	Adjusted Completion Date	None	Project on Time	N/A	
Date of Report	31 October 2025		30 November 2025		31 December 2025	
Report Numbers	1		2		3	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	N/a	N/a	N/a	N/a		
Overall performance including Rand Value in terms of the Empowerment Goals	N/a	N/a	N/a	N/a		
Overall Performance Incl. quality of work to date	Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		
Blockages and Problems	N/a	N/a	N/a	N/a		
Recommended Action and Resolutions required to unblock blockages & problems	N/a	N/a	N/a	N/a		
Actual Amount Paid to Date	R3,164.23		R3,800.89		R5,234.74	
Number of Invoices / Certificates	2		4		6	
Disputed Invoices / Certificates	0		0		0	

M Faul  
09/01/2026

PROJECT MANAGER:		GW Hermannus		PROJECT CHAMPION:		Morelize Faul	
Complete Tender No. & Description		KOR08/2025/26 & KOR14/2025/26 [Maintenance Agreement for Bizhub C550i photocopier machine at the following office : Administration Section in the Department Corporate Services] [C550i is a loan machine. Bizhub C558 is unrepairable.]				Own X	Other
Service Provider		Minolco (Pty) Ltd t/a Konica Minolta SA				Value of VO's Approved None	
Commencement Date		KOR08/2026 - October 2025 for September 2025 copies / KOR14/2025/26 for November 2025 & December 2025 copies		Total Contract Amount		Cost per copy = [black & white] R0.0880 & [colour] R0.3509	
Completion Date		31/12/2025		Adjusted Completion Date		None	
Adjusted Contract Amount		None		Adjusted Completion Date		None	
Date of Report		31 October 2025		30 November 2025		31 December 2025	
Report Numbers		4		1		2	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a		N/a		N/a	
Overall performance including Rand Value in terms of the Empowerment Goals		N/a		N/a		N/a	
Overall Performance Incl. quality of work to date		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request. Meter reading of September 2025 paid in October 2025.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	
Blockages and Problems		N/a		N/a		N/a	
Recommended Action and Resolutions required to unblock blockages & problems		N/a		N/a		N/a	
Actual Amount Paid to Date		R22,262.48		R5,667.17		R9,463.54	
Number of Invoices /Certificates		2		1		2	
Disputed Invoices / Certificates		0		0		0	

M.F. Faul  
09/01/2026

PROJECT MANAGER:		GW Hermanus		PROJECT CHAMPION:		Marelize Faul	
		Corporate Services		Funding Source			
<b>Complete Tender No. &amp; Description</b>		COR02/2025/26 (Maintenance Agreement for Bizhub B367 photocopy machines at the following office : 1. Grabouw Town Office; 2. Office of the Municipal Manager; 3. Directorate Finance (Director's Office); 4. Riviersonderend Town Office; and 5. Creditors Section in the Directorate Finance)		Own X	Other		
<b>Service Provider</b>		Minalco (Pty) Ltd t/a Konica Minolta SA					
<b>Commencement Date</b>	1/10/2025	<b>Total Contract Amount</b>	Cost per copy = R0.090	<b>Value of VO's Approved</b>	None		
<b>Completion Date</b>	30/06/2028	<b>Adjusted Completion Date</b>	None	<b>Project on Time</b>	N/A		
<b>Date of Report</b>	31 October 2025	<b>Date of Report</b>	30 November 2025	<b>Date of Report</b>	31 December 2025		
<b>Report Numbers</b>	1	<b>Report Numbers</b>	2	<b>Report Numbers</b>	3		
<b>Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy</b>	N/a	<b>Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy</b>	N/a	<b>Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy</b>	N/a		
<b>Overall performance including Rand Value in terms of the Empowerment Goals</b>	N/a	<b>Overall performance including Rand Value in terms of the Empowerment Goals</b>	N/a	<b>Overall performance including Rand Value in terms of the Empowerment Goals</b>	N/a		
<b>Overall Performance incl. quality of work to date</b>	Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	<b>Overall Performance incl. quality of work to date</b>	Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	<b>Overall Performance incl. quality of work to date</b>	Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		
<b>Blockages and Problems</b>	N/a	<b>Blockages and Problems</b>	N/a	<b>Blockages and Problems</b>	N/a		
<b>Recommended Action and Resolutions required to unblock blockages &amp; problems</b>	N/a	<b>Recommended Action and Resolutions required to unblock blockages &amp; problems</b>	N/a	<b>Recommended Action and Resolutions required to unblock blockages &amp; problems</b>	N/a		
<b>Actual Amount Paid to Date</b>	R5,305.40	<b>Actual Amount Paid to Date</b>	R7,011.80	<b>Actual Amount Paid to Date</b>	R10,403.61		
<b>Number of Invoices / Certificates Disputed</b>	5	<b>Number of Invoices / Certificates Disputed</b>	10	<b>Number of Invoices / Certificates Disputed</b>	15		
<b>Invoices / Certificates</b>	0	<b>Invoices / Certificates</b>	0	<b>Invoices / Certificates</b>	0		

M Faul  
09/01/2026

PROJECT MANAGER:		GW Herrmanus		PROJECT CHAMPION:		Marelize Faul	
		Corporate Services		Funding Source			
<b>Complete Tender No. &amp; Description</b>		CORO2/2025/26 (Maintenance Agreement for Bizhub B367 photocopy machines at the following office : 1. Villiersdorp Resource Centre; 2. Housing Section in the Directorate Economic Development and Planning, Villiersdorp; 3. Income Section in the Directorate Finance, Head Office and 4. Fines Office in the Directorate Community Services, Grabouw)					
<b>Service Provider</b>		Minolco (Pty) Ltd t/a Konica Minolta SA					
<b>Commencement Date</b>		1/10/2025		<b>Total Contract Amount</b>		<b>Value of VO's Approved</b>	
<b>Completion Date</b>		30/06/2028		Cost per copy = R0.090		None	
<b>Adjusted Contract Amount</b>		None		<b>Adjusted Completion Date</b>		<b>Project on Time</b>	
		None		None		N/A	
<b>Date of Report</b>		31 October 2025		30 November 2025		31 December 2025	
<b>Report Numbers</b>		1		2		3	
<b>Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy</b>		N/a		N/a		N/a	
<b>Overall performance including Rand Value in terms of the Empowerment Goals</b>		N/a		N/a		N/a	
<b>Overall Performance Incl. quality of work to date</b>		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request. No invoice for the machine at the Resource Centre for October 2025.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	
<b>Blockages and Problems</b>		N/a		N/a		N/a	
<b>Recommended Action and Resolutions required to unblock blockages &amp; problems</b>		N/a		N/a		N/a	
<b>Actual Amount Paid to Date</b>		R2,482.35		R3,285.50		R4,762.04	
<b>Number of Invoices /Certificates</b>		3		7		11	
<b>Disputed Invoices / Certificates</b>		0		0		0	

M Faul  
09/01/2026

PROJECT MANAGER:		GW Hermannus		PROJECT CHAMPION:		Marelize Faul	
		Corporate Services		Funding Source			
Complete Tender No. & Description		COR02/2025/26 [Maintenance Agreement for Bizhub B227 photocopier machines at the following office :1. Grabouw Library; 2. Pineview Library and 3. Genadendal Library]					
Service Provider		Minolco (Pty) Ltd t/a Konica Minolta SA					
Commencement Date		1/10/2025		Total Contract Amount		Value of VO's Approved	
Completion Date		30/06/2028		Cost per copy = R0.0993		None	
Adjusted Contract Amount		None		Adjusted Completion Date		None	
Date of Report		31 October 2025		30 November 2025		31 December 2025	
Report Numbers		1		2		3	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a		N/a		N/a	
Overall performance including Rand Value in terms of the Empowerment Goals		N/a		N/a		N/a	
Overall Performance Incl. quality of work to date		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	
Blockages and Problemes		N/a		N/a		N/a	
Recommended Action and Resolutions required to unblock blockages & problems		N/a		N/a		N/a	
Actual Amount Paid to Date		R169.00		R467.62		R608.31	
Number of Invoices / Certificates		3		6		9	
Disputed Invoices / Certificates		0		0		0	

M Faul  
09/01/2026

PROJECT MANAGER:		GW Herrmanus		PROJECT CHAMPION:		Marelize Foul	
		Corporate Services		Funding Source		Own X Other	
Complete Tender No. & Description		COR02/2025/26 [Maintenance Agreement for Bizhub B367 photocopier machines at the following office : Registration Section, Traffic Services - Directorate Community Services, Caledon]					
Service Provider		Minolco (Pty) Ltd t/a Konica Minolta SA					
Commencement Date		1/10/2025		Value of VO's Approved		None	
Completion Date		30/06/2028		Total Contract Amount		Cost per copy = R0.090	
Adjusted Contract Amount		None		Adjusted Completion Date		None	
		31 October 2025		30 November 2025		31 December 2025	
Date of Report		31 October 2025		30 November 2025		31 December 2025	
Report Numbers		1		2		3	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a		N/a		N/a	
Overall performance including Rand Value in terms of the Empowerment Goals		N/a		N/a		N/a	
Overall Performance Incl. quality of work to date		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	
Blockages and Problemes		N/a		N/a		N/a	
Recommended Action and Resolutions required to unblock blockages & problems		N/a		N/a		N/a	
Actual Amount Paid to Date		R618.00		R695.42		R1,021.86	
Number of Invoices /Certificates		1		2		3	
Disputed Invoices / Certificates		0		0		0	

Mfaus  
09/01/2026

PROJECT MANAGER:		GW Hermanus		PROJECT CHAMPION:		Marelize Faul		
		Corporate Services		Funding Source				
<b>Complete Tender No. &amp; Description</b>	COR02/2025/26 [Maintenance Agreement for Bizhub B227 photocopier machines at the following libraries : 1. Riviersonderend Library (Buitekant Street); 2. Riviersonderend Library (Alfa Road & Lelle Way); 3. Greyton Library; 4. Coledon Library; 5. Batravier Library; 6. Tesselarsdal Library and 7. Villiersdorp Library]							<b>Other</b>
<b>Service Provider</b>	Minolco (Pty) Ltd t/a Konica Minolta SA							<b>Own X</b>
<b>Commencement Date</b>	1/10/2025	<b>Total Contract Amount</b>	Cost per copy = R0,0993	<b>Value of VO's Approved</b>	None			
<b>Completion Date</b>	30/06/2028	<b>Adjusted Completion Date</b>	None	<b>Project on Time</b>	N/A			
<b>Date of Report</b>	31 October 2025		30 November 2025		31 December 2025			
<b>Report Numbers</b>	1	2	3					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(e) of the SCM Policy	N/a	N/a	N/a					
Overall performance including Rand Value in terms of the Empowerment Goals	N/a	N/a	N/a					
Overall Performance Incl. quality of work to date	Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request. No invoices for all the photocopier machines for July 2025.							
<b>Blockages and Problems</b>	N/a							
<b>Recommended Action and Resolutions required to unblock blockages &amp; problems</b>	N/a							
<b>Actual Amount Paid to Date</b>	R794.58		R1,584.83		R2,215.77			
<b>Number of Invoices / Certificates</b>	7	14	21					
<b>Disputed Invoices / Certificates</b>	0	0	0					

Mjane

09/01/2026

PROJECT MANAGER:		Reynold Stevens		PROJECT CHAMPION:		Marelize Faul		
		Corporate Services		Corporate Services		Funding Source		
						Own X Other		
Complete Tender No. & Description	COR02/2025/26 [Maintenance Agreement for Bizhub B367 photocopy machines at the following offices : 1. Town Planning and Building Control in the Directorate Economic Development and Planning; 2. Debt Collection, Caledon in the Directorate Finance; and 3. Traffic Services, Villiersdorp in the Directorate Community Services]							
Service Provider	Minolca (Pty) Ltd t/a Konica Minolta SA							
Commencement Date	1/10/2025	Total Contract Amount	Cost per copy = R0.090	Value of VO's Approved	None			
Completion Date	30/06/2028							
Adjusted Contract Amount	None	Adjusted Completion Date	None	Project on Time	N/A			
Date of Report	31 October 2025		30 November 2025		31 December 2025			
Report Numbers	1	2	3					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	N/a	N/a	N/a					
Overall performance including Rand Value in terms of the Empowerment Goals	N/a	N/a	N/a					
Overall Performance Incl. quality of work to date	Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request. No invoices for all the machines for the month of July 2025.							
Blockages and Problemes	N/a							
Recommended Action and Resolutions required to unblock blockages & problems	N/a							
Actual Amount Paid to Date	R917.31	R1,150.46	R1,676.39					
Number of Invoices /Certificates	3	6	9					
Disputed Invoices / Certificates	0	0	0					

M Faul  
09/10/2026

PROJECT MANAGER:		GW Hermanus		PROJECT CHAMPION:		Marelize Foul	
		Corporate Services		Funding Source			
Complete Tender No. & Description		COR02/2025/26 [Maintenance Agreement for Bizhub 8450i photocopier machines at the following office : 1. Caledon Town Office		Own X		Other	
Service Provider		Minolco (Pty) Ltd t/a Konica Minolta SA		Value of VO's Approved		None	
Commencement Date		1/10/2025		Cost per copy = R0.0841			
Completion Date		30/06/2028		Adjusted Completion Date		None	
Adjusted Contract Amount		None		Project on Time		N/A	
Date of Report		31 October 2025		30 November 2025		31 December 2025	
Report Numbers		1		2		3	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a		N/a		N/a	
Overall performance including Rand Value in terms of the Empowerment Goals		N/a		N/a		N/a	
Overall Performance Incl. quality of work to date		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	
Blockages and Problemes		N/a		N/a		N/a	
Recommended Action and Resolutions required to unblock blockages & problems		N/a		N/a		N/a	
Actual Amount Paid to Date		R1,324.51		R1,633.03		R2,316.71	
Number of Invoices / Certificates		1		2		3	
Disputed Invoices / Certificates		0		0		0	

Mfawo  
09/01/2026

PROJECT MANAGER:		GW Herrmannus		PROJECT CHAMPION:		Marelize Faul	
		Corporate Services		Funding Source			
Complete Tender No. & Description		COR02/2025/26 (Maintenance Agreement for Bizhub C300i photocopier machines at the following office : 1. Records Section, Head Office, Caledon)		Own X		Other	
Service Provider		Minolco (Pty) Ltd t/a Konica Minolta SA		Value of VO's Approved		None	
Commencement Date		1/10/2025		Total Contract Amount		Cost per copy = R0.0912 (black & white) & R0.5025 (colour)	
Completion Date		30/06/2028		Adjusted Completion Date		None	
Adjusted Contract Amount		None		Project on Time		N/A	
Date of Report		31 October 2025		30 November 2025		31 December 2025	
Report Numbers		1		2		3	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a		N/a		N/a	
Overall performance including Rand Value in terms of the Empowerment Goals		N/a		N/a		N/a	
Overall Performance Incl. quality of work to date		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	
Blockages and Problemes		N/a		N/a		N/a	
Recommended Action and Resolutions required to unblock blockages & problems		N/a		N/a		N/a	
Actual Amount Paid to Date		R10,060.92		R11,990.91		R15,888.31	
Number of Invoices / Certificates		1		2		3	
Disputed Invoices / Certificates		0		0		0	

Mfaul  
09/10/2026

PROJECT MANAGER:		GW Hermanus		PROJECT CHAMPION:		Marelize Faul			
				Corporate Services		Funding Source			
Complete Tender No. & Description		COR02/2025/26 (Maintenance Agreement for Bizhub B367 photocopy machines at the following offices : 1. Directorate Corporate Services, Head Office, Caledon 2. Directorate Technical and Infrastructure Implementation Services, Head Office, Caledon, and 3. Public Safety (Corporate Office), Head Office, Caledon						Own X	Other
Service Provider		Minolco (Pty) Ltd t/a Konica Minolta SA							
Commencement Date		1/10/2025		Total Contract Amount		Value of VO's Approved		None	
Completion Date		30/06/2028		Cost per copy = R0,090					
Adjusted Contract Amount		None		Adjusted Completion Date		None		Project on Time	
		31 October 2025		30 November 2025		31 December 2025		N/A	
Date of Report		31 October 2025		30 November 2025		31 December 2025			
Report Numbers		1		2		3			
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a		N/a		N/a			
Overall performance including Rand Value in terms of the Empowerment Goals		N/a		N/a		N/a			
Overall Performance Incl. quality of work to date		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request. No invoices for all the machines for July 2025.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.			
Blockages and Problemes		N/a		N/a		N/a			
Recommended Action and Resolutions required to unblock blockages & problems		N/a		N/a		N/a			
Actual Amount Paid to Date		R2,034.50		R2,331.86		R3,574.69			
Number of Invoices / Certificates		3		6		9			
Disputed Invoices / Certificates		0		0		0			

M Faul  
09/01/2026  
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PROJECT MANAGER:		GW Hermanus		PROJECT CHAMPION:		Marelize Faul	
				Corporate Services		Funding Source	
				Own X	Other		
<p>Complete Tender No. &amp; Description</p> <p>COR06/2023/2024 [Maintenance Agreement for Bizhub B367 photocopier machines at the following offices : 1. Greyton Town Office; 2. Genadendal Town Office; 3. Human Settlements, Grabouw; 4. Human Resources, Head Office, Caledon; 5. Electrical Services, Head Office, Caledon and 6. Motor Registration and Licensing, Grabouw</p>							
<p>Service Provider</p> <p>Minolco (Pty) Ltd t/a Konica Minolta SA</p>							
Commencement Date		1/12/2023		Total Contract Amount		Value of VO's Approved	
Completion Date		30/06/2026		Cost per copy = RD.0670		None	
Adjusted Contract Amount		None		Adjusted Completion Date		Project on Time	
		None		None		N/A	
Date of Report		31 October 2025		30 November 2025		31 December 2025	
Report Numbers		23		24		25	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a		N/a		N/a	
Overall performance including Rand Value in terms of the Empowerment Goals		N/a		N/a		N/a	
Overall Performance Incl. quality of work to date		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	
Blockages and Problems		N/a		N/a		N/a	
Recommended Action and Resolutions required to unblock blockages & problems		N/a		N/a		N/a	
Actual Amount Paid to Date		R30,431.74		R31,897.07		R33,188.72	
Number of Invoices / Certificates		141		147		153	
Disputed Invoices / Certificates		0		0		0	

M Faul  
09/01/2026

PROJECT MANAGER:		GW Hermanus		PROJECT CHAMPION:		Marelize Faur			
		Corporate Services		Funding Source					
Complete Tender No. & Description		COR02/2025/26 (Maintenance Agreement for Bizhub B287 photocopier machine at the following office: Bereville Library)						Own X	Other
Service Provider		Minolco (Pty) Ltd t/a Konica Minolta SA							
Commencement Date		1/10/2025	Total Contract Amount	Cost per copy = R0.0947	Value of VO's Approved	None			
Completion Date		30/06/2028	Adjusted Completion Date		None	Project on Time			
Adjusted Contract Amount		None			None	N/A			
Date of Report		31 October 2025	30 November 2025		31 December 2025				
Report Numbers		1	2		3				
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/a	N/a		N/a				
Overall performance including Rand Value in terms of the Empowerment Goals		N/a	N/a		N/a				
Overall Performance incl. quality of work to date		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request. No invoice for November 2025.		Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request. No invoice for December 2025.				
Blockages and Problems		N/a	N/a		N/a				
Recommended Action and Resolutions required to unblock blockages & problems		N/a	N/a		N/a				
Actual Amount Paid to Date		R1.96	R1.96		R1.96				
Number of Invoices /Certificates		1	1		1				
Disputed Invoices / Certificates		0	0		0				

Mfawo  
09/01/2026

PROJECT MANAGER:		GW Hermanus		PROJECT CHAMPION:		Marelize Faul	
		Corporate Services		Funding Source		Other	
<b>Complete Tender No. &amp; Description</b>		COR02/2025/26 (Maintenance Agreement for Bizhub B367 photocopier machine at the following office: Sustainable Development (Directorate Community Services)					
<b>Service Provider</b>		Minolco (Pty) Ltd t/a Konica Minolta SA					
<b>Commencement Date</b>	1/10/2025	<b>Total Contract Amount</b>	Cost per copy = R0.090	<b>Value of VO's Approved</b>	None		
<b>Completion Date</b>	30/06/2028	<b>Adjusted Completion Date</b>	None	<b>Project on Time</b>	N/A		
<b>Adjusted Contract Amount</b>	None	<b>Adjusted Completion Date</b>	None	<b>Project on Time</b>	N/A		
<b>Date of Report</b>	31 October 2025	<b>Date of Report</b>	30 November 2025	<b>Date of Report</b>	31 December 2025		
<b>Report Numbers</b>	1	<b>Report Numbers</b>	2	<b>Report Numbers</b>	3		
<b>Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy</b>	N/a	<b>Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy</b>	N/a	<b>Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy</b>	N/a		
<b>Overall performance including Rand Value in terms of the Empowerment Goals</b>	N/a	<b>Overall performance including Rand Value in terms of the Empowerment Goals</b>	N/a	<b>Overall performance including Rand Value in terms of the Empowerment Goals</b>	N/a		
<b>Overall Performance Incl. quality of work to date</b>	Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	<b>Overall Performance Incl. quality of work to date</b>	Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.	<b>Overall Performance Incl. quality of work to date</b>	Maintenance services rendered by Konica Minolta is satisfactory. Service calls are attended to within 8 working hours. Toners supplied on request.		
<b>Blockages and Problems</b>	N/a	<b>Blockages and Problems</b>	N/a	<b>Blockages and Problems</b>	N/a		
<b>Recommended Action and Resolutions required to unblock blockages &amp; problems</b>	N/a	<b>Recommended Action and Resolutions required to unblock blockages &amp; problems</b>	N/a	<b>Recommended Action and Resolutions required to unblock blockages &amp; problems</b>	N/a		
<b>Actual Amount Paid to Date</b>	R62.31	<b>Actual Amount Paid to Date</b>	R177.61	<b>Actual Amount Paid to Date</b>	R231.64		
<b>Number of Invoices /Certificates</b>	1	<b>Number of Invoices /Certificates</b>	2	<b>Number of Invoices /Certificates</b>	3		
<b>Disputed Invoices / Certificates</b>	0	<b>Disputed Invoices / Certificates</b>	0	<b>Disputed Invoices / Certificates</b>	0		

M Faul  
09/01/2026

PROJECT MANAGER:		GW Hermanus		PROJECT CHAMPION:		Marelize Faul		
		Corporate Services		Funding Source				
Complete Tender No. & Description	COR01/2024/25 - Supply and delivery of photocopy paper to various Municipal and Traffic Offices of Theewaterskloof Municipality from 01 July 2024 to 30 June 2027 (Tender awarded on 27/02/2025)							Other
Service Provider	OFFICE FOR YOU (PTY) LTD							Own X
Commencement Date	01/07/2024	Total Contract Amount	A4 white photocopy paper = R77.60 per ream (Vat excl) for Caledon & Grabouw and R79.40 per ream (VAT excl) for other towns.		Value of VO's Approved	None		
Completion Date	30/06/2027	Adjusted Completion Date	None		Project on Time	N/A		
Date of Report	31 October 2025	Adjusted Completion Date	30 November 2025		Project on Time	31 December 2025		
Report Numbers	5	Adjusted Completion Date	0		Project on Time	6		
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	N/a	Adjusted Completion Date	N/a		Project on Time	N/a		
Overall performance including Rand Value in terms of the Empowerment Goals	N/a	Adjusted Completion Date	N/a		Project on Time	N/a		
Overall Performance Incl. quality of work to date	Services rendered by Office for You (Pty) Ltd is satisfactory.	Adjusted Completion Date	Services rendered by Office for You (Pty) Ltd is satisfactory.		Project on Time	Services rendered by Office for You (Pty) Ltd is satisfactory.		
Blockages and Problems	N/a	Adjusted Completion Date	N/a		Project on Time	N/a		
Recommended Action and Resolutions required to unblock blockages & problems	N/a	Adjusted Completion Date	N/a		Project on Time	N/a		
Actual Amount Paid to Date	R221,600.40	Adjusted Completion Date	R221,600.40		Project on Time	R275,144.40		
Number of Invoices / Certificates	5	Adjusted Completion Date	5		Project on Time	6		
Disputed Invoices / Certificates	0	Adjusted Completion Date	0		Project on Time	0		

M Faul  
09/01/2026

**REPORTING ON PERFORMANCE OF  
CONTRACTORS : HUMAN  
RESOURCES**

PROJECT MANAGER:		C Fisher		PROJECT CHAMPION:		J Amansure	
Complete Tender No. & Description		COR03/2024/25		Corporate Services		Funding Source	
Service Provider		Ayandla Mxanga Communication (Pty) Ltd.				Own	Other
Commencement Date	01-Jul-25	Total Contract Amount	R 2 818 847,89	Value of VO's Approved	None		
Completion Date	30-Jun-28						
Adjusted Contract Amount	N/A	Adjusted Completion Date	N/A	Project on Time	N/A		
Date of Report	01 October 2025		01 November 2025		01 December 2025		
Report Numbers	1		2		3		
Overall Performance Incl. quality of work to date	Current performance is satisfactory. Service Provider comply with SLA conditions						
Blockages and Problems	None						
Recommended Action and Resolutions required to unblock blockages & problems	None						
Actual Amount Paid to Date	9 229,44		6 677,25				R 0,00
Number of Invoices / Certificates	3049224i; 3049225i; 3049405i; 3049419i; 304964i						
Disputed Invoices / Certificates	None						

*[Handwritten Signature]*  
12/1/2026

**REPORTING ON PERFORMANCE OF  
CONTRACTORS : INFORMATION  
TECHNOLOGY**

<b>PROJECT MANAGER:</b>		G. W Hermanus		<b>PROJECT CHAMPION:</b>		Christopher Bloemfontein	
<b>Complete Tender No. &amp; Description</b>		COR 04/2024/25 – THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER FOR ALL THEEWATERSKLOOF MUNICIPAL SITES, AS AND WHEN REQUIRED, FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2028					
<b>Service Provider</b>		TWK Communications					
<b>Commencement Date</b>		1-Oct-25		<b>Total Contract Amount</b>		R 617,500.00	
<b>Completion Date</b>		30/06/2028		<b>Value of VO's Approved</b>		None	
<b>Adjusted Contract Amount</b>		None		<b>Adjusted Completion Date</b>		None	
<b>Date of Report</b>		31 October 2025		30 November 2025		31 December 2025	
<b>Report Numbers</b>		7		8		9	
<b>Overall performance including, quality of work to date</b>		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions	
<b>Blockages and Problems</b>		None		None		None	
<b>Recommended Action and</b>		None		None		None	
<b>Actual Amount Paid to Date</b>		R40,060.02		R40,060.02		R40,060.02	
<b>Number of Invoices / Certificates</b>		1		1		1	
<b>Disputed Invoices / Certificates</b>		None		None		None	

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<b>PROJECT MANAGER:</b>	G.W Hermanus		PROJECT CHAMPION:		Christopher Bloemfontein	
<b>Complete Tender No. &amp; Description</b>	Corporate Services				Funding Source	
<b>Service Provider</b>	Wispernet				Own X	Other
<b>Commencement Date</b>	01/07/2025	<b>Total Contract Amount</b>	R 617,500.00	<b>Value of VO's Approved</b>	None	
<b>Completion Date</b>	30/09/2025	<b>Adjusted Completion Date</b>	None	<b>Project on Time</b>	N/A	
<b>Adjusted Contract Amount</b>	31 October 2025		30 November 2025		31 December 2025	
<b>Date of Report</b>	7		8		9	
<b>Overall performance including, quality of work to date</b>	Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions	
<b>Blockages and Problems</b>	None		None		None	
<b>Recommended Action and Resolutions required to unblock blockages &amp; problems</b>	None		None		None	
<b>Actual Amount Paid to Date</b>	R 14,835.00		R 14,835.00		R 14,835.00	
<b>Number of Invoices / Certificates</b>	1		1		1	
<b>Disputed Invoices / Certificates</b>	None		None		None	

CS 18/12/2025

<b>PROJECT MANAGER:</b>	G.W Hermanus		<b>PROJECT CHAMPION:</b>		Christopher Bloemfontein		
<b>Complete Tender No. &amp; Description</b>	Corporate Services					<b>Funding Source</b>	
<b>Service Provider</b>	Wispernet					<b>Own X</b>	<b>Other</b>
<b>Commencement Date</b>	01/07/2025	<b>Total Contract Amount</b>	R 617,500.00	<b>Value of VO's Approved</b>	None		
<b>Completion Date</b>	30/09/2025	<b>Adjusted Completion Date</b>	None	<b>Project on Time</b>	N/A		
<b>Adjusted Contract Amount</b>	None						
<b>Date of Report</b>	31 October 2025	30 November 2025	31 December 2025				
<b>Report Numbers</b>	7	8	9				
<b>Overall performance including, quality of work to date</b>	Current performance is satisfactory. Service provider comply with SLA conditions	Current performance is satisfactory. Service provider comply with SLA conditions	Current performance is satisfactory. Service provider comply with SLA conditions				
<b>Blockages and Problemes</b>	None	None	None				
<b>Recommended Action and Actual Amount Paid to Date</b>	None	None	None				
<b>Number of Invoices /Certificates</b>	R 10,177.50 1	R 10,177.50 1	R 10,177.50 1				
<b>Disputed Invoices / Certificates</b>	None	None	None				

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PROJECT MANAGER:		G. W Hermanus		PROJECT CHAMPION:		Christopher Bloemfontein		Funding Source		
		Corporate Services						Own X	Other	
Complete Tender No. & Description	RT15 Transversal Contract - VOIP Services									
Service Provider	Cell C									
Commencement Date	05/10/2022	Total Contract Amount	R 1,000,000.00	Value of VO's Approved	None					
Completion Date	30/06/2026									
Adjusted Contract Amount	None	Adjusted Completion Date	None	Project on Time						N/A
Date of Report	31 October 2025	30 November 2025		31 December 2025						
Report Numbers	7	8		9						
Overall performance including, quality of work to date	Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions					
Blockages and Problems	None									
Recommended Action and Actual Amount Paid to Date	None		None		None					
Number of Invoices / Certificates	R10,815.09	R10,815.09		R10,815.09						
Disputed Invoices / Certificates	1	1		1						
	None	None		None						

*EB* 18/12/2025

<b>PROJECT MANAGER:</b>		G.W Hermanus		<b>PROJECT CHAMPION:</b>		Christopher Bloemfontein	
<b>Complete Tender No. &amp; Description</b>		Corporate Services CB 03/2025/26 – HOSTING AND MAINTENANCE OF THEEWATERSKLOOF MUNICIPALITY'S WEBSITE FROM 01 JULY 2025 TO 30 JUNE 2026.					
<b>Service Provider</b>		Maxitec					
<b>Commencement Date</b>		01/07/2025		<b>Total Contract Amount</b>		<b>Value of VO's Approved</b>	
<b>Completion Date</b>		30/06/2026		<b>Deviation N/A</b>		None	
<b>Adjusted Contract Amount</b>		None		<b>Adjusted Completion Date</b>		None	
<b>Date of Report</b>		31 October 2025		30 November 2025		31 December 2025	
<b>Report Numbers</b>		7		8		9	
<b>Overall performance including, quality of work to date</b>		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions	
<b>Blockages and Problemes</b>		None		None		None	
<b>Recommended Action and Actual Amount Paid to Date</b>		None		None		None	
<b>Number of Invoices / Certificates</b>		1		1		1	
<b>Disputed Invoices / Certificates</b>		None		None		None	

AS 18/12/2025

PROJECT MANAGER:		G.W Hermanus		PROJECT CHAMPION:		Christopher Bloemfontein		
Complete Tender No. & Description		Corporate Services		Funding Source		Own X Other		
RT15 Transversal Contract -PBX & Hardware		Cell C		None		None		
Service Provider		Total Contract Amount	R 1,000,000.00	Value of VO's Approved				
Commencement Date	05/10/2022	Adjusted Completion Date	30 November 2025	Project on Time		N/A		
Completion Date	30/06/2026	Adjusted Completion Date	31 October 2025	Project on Time		N/A		
Adjusted Contract Amount	None	Adjusted Completion Date	30 November 2025	Project on Time		N/A		
Date of Report		Report Numbers	7	Report Numbers	8	Report Numbers	9	
Overall performance including, quality of work to date	Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions	
Blockages and Problems	None		None		None		None	
Recommended Action and Actual Amount Paid to Date	None		None		None		None	
Number of Invoices / Certificates	R 59,457.20		R 59,457.20		R 59,457.20		R 59,457.20	
Disputed Invoices / Certificates	1		1		1		1	
	None		None		None		None	

CS 18/12/2025

<b>PROJECT MANAGER:</b>		G.W Hermanus		<b>PROJECT CHAMPION:</b>		Christopher Bloemfontein	
<b>Complete Tender No. &amp; Description</b>		Corporate Services					
<b>Service Provider</b>		TWK Communications					
<b>Commencement Date</b>		1-Oct-25		<b>Total Contract Amount</b>		R 617,500.00	
<b>Completion Date</b>		30/06/2028		<b>Valid of VO's Approved</b>		None	
<b>Adjusted Contract Amount</b>		None		<b>Adjusted Completion Date</b>		None	
<b>Date of Report</b>		31 October 2025		<b>30 November 2025</b>		<b>31 December 2025</b>	
<b>Report Numbers</b>		7		8		9	
<b>Overall performance including, quality of work to date</b>		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions	
<b>Blockages and Problemes</b>		None		None		None	
<b>Recommended Action and</b>		None		None		None	
<b>Actual Amount Paid to Date</b>		R40,060.02		R40,060.02		R40,060.02	
<b>Number of Invoices /Certificates</b>		1		1		1	
<b>Disputed Invoices / Certificates</b>		None		None		None	

CS 18/12/2025

PROJECT MANAGER:		G.W Hermanus		PROJECT CHAMPION:		Christopher Bloemfontein			
		Corporate Services				Funding Source			
Complete Tender No. & Description		CB 04/2024/25 – SUPPLY AND INSTALL OF FIBRE INTERNET BUSINESS LINES AT THEEWATERSKLOOF MUNICIPALITY, CALEDON FROM 01 OCTOBER 2025 TO 28 FEBRUARY 2026.						Own X	Other
Service Provider		Wispernet							
Commencement Date		01/07/2025	Total Contract Amount	R 617,500.00	Value of VO's Approved	None			
Completion Date		30/09/2025							
Adjusted Contract Amount		None	Adjusted Completion Date		None	Project on Time		N/A	
Date of Report		31 October 2025		30 November 2025		31 December 2025			
Report Numbers		7		8		9			
Overall performance including, quality of work to date		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions			
Blockages and Problems		None		None		None			
Recommended Action and Resolutions required to unblock blockages & problems		None		None		None			
Actual Amount Paid to Date		R 14,835.00		R 14,835.00		R14,835.00			
Number of Invoices /Certificates		1		1		1			
Disputed Invoices / Certificates		None		None		None			

CS 18/12/2025

<b>PROJECT MANAGER:</b>		G.W Hermanus		<b>PROJECT CHAMPION:</b>		Christopher Bloemfontein	
<b>Complete Tender No. &amp; Description</b>		Corporate Services CB 03/2025/26 – HOSTING AND MAINTENANCE OF THEEWATERSKLOOF MUNICIPALITY'S WEBSITE FROM 01 JULY 2025 TO 30 JUNE 2026.					
<b>Service Provider</b>		Maxitec					
<b>Commencement Date</b>		01/07/2025		<b>Total Contract Amount</b>		Value of VO's Approved	
<b>Completion Date</b>		30/06/2026		Deviation N/A		None	
<b>Adjusted Contract Amount</b>		None		<b>Adjusted Completion Date</b>		None	
<b>Date of Report</b>		31 October 2025		30 November 2025		31 December 2025	
<b>Report Numbers</b>		7		8		9	
<b>Overall performance including, quality of work to date</b>		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions	
<b>Blockages and Problemes</b>		None		None		None	
<b>Recommended Action and Actual Amount Paid to Date</b>		None		None		None	
<b>Number of Invoices / Certificates</b>		R 8,000.00		R 8,000.00		R8,000.00	
<b>Disputed Invoices / Certificates</b>		1		1		1	
		None		None		None	

CS 18/12/2025

<b>PROJECT MANAGER:</b>		G.W Hermanus		<b>PROJECT CHAMPION:</b>		Christopher Bloemfontein	
		Corporate Services				Funding Source	
		RT15 Transversal Contract -PBX & Hardware				Own X Other	
Service Provider		Cell C					
Commencement Date		05/10/2022		Total Contract Amount		Value of VO's Approved	
Completion Date		30/06/2026		R 1,000,000.00		None	
Adjusted Contract Amount		None		Adjusted Completion Date		None	
Date of Report		31 October 2025		30 November 2025		31 December 2025	
Report Numbers		7		8		9	
Overall performance including, quality of work to date		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions	
Blockages and Problems		None		None		None	
Recommended Action and		None		None		None	
Actual Amount Paid to Date		R 59,457.20		R 59,457.20		R59,457.20	
Number of Invoices / Certificates		1		1		1	
Disputed Invoices / Certificates		None		None		None	

CP 18/12/2025

<b>PROJECT MANAGER:</b>		G.W Hermanus		<b>PROJECT CHAMPION:</b>		Christopher Bloemfontein	
<b>Complete Tender No. &amp; Description</b>		Corporate Services					
<b>Service Provider</b>		RT15 Transversal Contract - VOIP Services					
<b>Commencement Date</b>		05/10/2022		Cell C			
<b>Completion Date</b>		30/06/2026		<b>Total Contract Amount</b>		R 1,000,000.00	
				<b>Value of VO's Approved</b>		None	
<b>Adjusted Contract Amount</b>		None		<b>Adjusted Completion Date</b>		None	
<b>Date of Report</b>		31 October 2025		30 November 2025		31 December 2025	
<b>Report Numbers</b>		7		8		9	
<b>Overall performance including, quality of work to date</b>		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions		Current performance is satisfactory. Service provider comply with SLA conditions	
<b>Blockages and Problemes</b>		None		None		None	
<b>Recommanded Action and</b>		None		None		None	
<b>Actual Amount Paid to Date</b>		R10,815.09		R10,815.09		R10,815.09	
<b>Number of Invoices /Certificates</b>		1		1		1	
<b>Disputed Invoices / Certificates</b>		None		None		None	

EB 18/12/2025

**ITEM HEADING**

**C54/2026 OFFICE OF THE SPEAKER: ALLEGED BREACH OF CODE OF CONDUCT FOR COUNCILLORS BY THE EXECUTIVE MAYOR, ALDERMAN LM DE BRUYN**

*[English version of the report is the original]*

**FILE NUMBER**

3/3/3

**PURPOSE OF REPORT**

The aim of the report is to inform Council regarding the allegations of a breach of the Code of Conduct for Councillors by the Executive Mayor, Alderman LM De Bruyn, for consideration by Council.

**BACKGROUND**

Addition of Schedule 7 to Act 117 of 1998 (Local Government: Municipal Structures Act, 1998) as per Local Government: Municipal Structures Amendment Act, 2021 (the Code of Conduct for Councilors) stipulates as follows:

*“ 2. General conduct of councilors*

*A Councillor must –*

- (a) perform the functions of office in good faith, honestly and in a transparent manner; and*
- (b) at all times act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised.”*

The duty of the Speaker of the Council in so far as the Code of Conduct of Councillors is concerned, is embedded in Item 15 of Schedule 7 to Act 117 of 1998 (Local Government: Municipal Structures Act, 1998) as per Local Government: Municipal Structures Amendment Act, 2021 and reads as follows:

**15. Breaches of Code –**

- (1) If the speaker of a municipal council, on reasonable suspicion, is of the opinion that a provision of this Code has been breached, the speaker must -
  - (a) authorise an investigation of the facts and circumstances of the alleged breach;
  - (b) give the councillor a reasonable opportunity to reply in writing regarding the alleged breach; and
  - (c) report the matter to a meeting of the municipal council after paragraphs (a) and (b) have been complied with.

(2) A report in terms of subitem (1)(c) is open to the public.

(3) The speaker must report the outcome of the investigation to the MEC of local government in the province concerned.

The allegations by the Director: Corporate Services, Mr GW Hermanus, indicate that the Executive Mayor, Alderman LM De Bruyn disregarded the Code of Conduct for Councillors.

### **DISCUSSION**

On 09 January 2026, it was brought to the Speaker's attention that the Executive Mayor, Alderman LM De Bruyn, did not act in the best interest of the municipality, specifically with regard to his failure/ negligence to perform his statutory duties as Executive Mayor as described by the Complainant. The complaint was lodged by Mr GW Hermanus. The letter of complaint is hereto attached as Annexure A.

In the execution of his duties as referred to above, the Speaker requested the Executive Mayor, Alderman LM De Bruyn to provide comments on the matter on 12 January 2026. The email from the Office of the Speaker is hereto attached as Annexure B. The Executive Mayor, Alderman LM De Bruyn, responded within the given timeframe. The response of the Executive Mayor is hereto attached as Annexure C.

On 23 January 2026, the Speaker requested legal advice on the matter.

After careful consideration of the facts and circumstances of the allegations the Speaker is of the opinion that there are sufficient grounds for referring the matter to a Special Committee or an External Investigator for further investigation.

### **FINANCIAL IMPLICATIONS**

None

### **LEGAL IMPLICATIONS**

Municipal Systems Amendment Act, Act 3 of 2021 (Schedule 7 – Code of Conduct for Councillors)

### **RISK MANAGEMENT IMPLICATION**

None

### **RECOMMENDATION BY ITEM AUTHOR TO COUNCIL:**

**It is recommended:**

- 1. That Council takes cognizance of the content of the report.**
- 2. That Council takes cognizance of the processes which were followed by the Speaker in terms of Section 15(1)(a) and (b) of Schedule 7 (Code of Conduct for Councillors).**

3. That Council notes that as Section 15(1)(a) and (b) of Schedule 7 has been complied with, the Speaker now presents the facts and relevant information of the alleged breaches to Council in terms of Section 15(1)(c) of Schedule 7.
4. That Council refers the matter to the current Special Committee to further investigate the matter.
5. That the Special Committee report the outcome of the investigation to Council.

**OFFICE OF THE DIRECTOR CORPORATE SERVICE**

Theewaterskloof Municipality – Administrative Head Office  
6 Plein Street, PO Box 24 Caledon, Western Cape, 7230  
Tel: +27 (28) 2143300 | Fax: +27 (28) 2141289  
Website: [www.twk.gov.za](http://www.twk.gov.za)  
Email: [gwhe@twk.gov.za](mailto:gwhe@twk.gov.za)

Enquiries: Mr G W Hermanus

**STRICTLY CONFIDENTIAL AND WITHOUT PREJUDICE**

09 January 2026

The Speaker, Clir W Wells  
Theewaterskloof Municipality  
CALEDON  
7230

Sir

**OFFICIAL COMPLAINT: SERIOUS MISCONDUCT AND TRANSGRESSIONS OF THE CODE OF CONDUCT FOR COUNCILLORS AND FAILURE/ NEGLIGENCE TO PERFORM THE STATUTORY DUTIES OF THE EXECUTIVE MAYOR, ALD L DE BRUYN**

**1. PURPOSE OF REPORT**

The purpose of this report is to inform the Speaker and Council of the negligence and failure of Ald L de Bruyn to perform certain statutory duties and responsibilities of the Executive Mayor, ensure implementation of legislated processes in terms of the Disciplinary Regulations for Senior Managers against Mr W F Hendricks and specific Council resolutions for which he was responsible, as well as alleged actions incompatible with the standards required of an Executive Mayor placing Theewaterskloof at financial and reputational risks for distrust by the community it serves.

**2. BACKGROUND AND INFORMATION**

It is with great concern that I hereby have to register another official complaint against the Executive Mayor, Ald L de Bruyn, for consideration by Council in terms of:

- the Code of Conduct for Councillors, Schedule 7 to the Local Government: Municipal Structures Act, No 117 of 1998;
- the Local Government: Disciplinary Regulations for Senior Managers, 2010, and
- the Municipal Regulations on Financial Misconduct Procedures and Criminal Proceedings.

**The Code of Conduct for Councillors** prescribes the following:

*Interference in administration*

12 A councillor may not, except as provided by law—

- a) interfere in the management or administration of any department of the municipal council, unless mandated by the council;
- b) give or purport to give any instruction to any employee of the council, except when authorised to do so;
- c) obstruct or attempt to obstruct the implementation of any decision of the council or a committee by an employee of the council; or
- d) encourage or participate in any conduct which would cause or contribute to maladministration in the council.

**The Local Government: Municipal Regulations on Financial Misconduct Procedures and Criminal Proceedings** stipulates the following:

**2.1 Local Government: Municipal Regulations on Financial Misconduct Procedures:**

These Regulations were issued under Section 171(1) of the Municipal Finance Management Act, 56 of 2003 (MFMA). The overarching purpose and legislative context of these Regulations are to:

- Combat financial misconduct in municipalities
- Ensure accountability of political office-bearers and officials, and
- Protect the integrity of reporting, investigation, and prosecution processes.

For the purposes of this item and the matters reported on 3 and 18 December 2025, Regulation 18 is important as Regulation 18 specifically addresses the protection of officials who report allegations of financial misconduct.

The core purpose of Regulation 18 is to encourage the reporting of financial misconduct by municipal officials by providing legal protection against retaliation, victimisation, or prejudice. Without such protection, senior officials (especially accounting officers and

Directors) would be discouraged from reporting misconduct, defeating the MFMA's objectives.

The intent behind Regulation 18 is threefold, namely:

1. To remove fear of reprisal. The regulation recognises that officials who report misconduct are particularly vulnerable to retaliation, including:
  - Disciplinary charges, criminal complaints made in bad faith;
  - Workplace ostracism;
  - Victimisation, bullying, or marginalisation; and
  - Constructive dismissal or unfair labour practices.

The legislature therefore prohibits punitive action against whistle-blowers acting in good faith.

2. To reinforce mandatory reporting duties under the MFMA. Senior managers, including Directors, have statutory reporting obligations, including:
  - Section 171 MFMA: reporting financial misconduct;
  - Section 173 MFMA: criminal offences; and
  - Section 34 of the Prevention and Combating of Corrupt Activities Act (PRECCA): mandatory reporting of corruption to SAPS.

Regulation 18 ensures that officials cannot be punished for complying with their legal duties.

3. To align with constitutional and whistle-blower protections.

Regulation 18 must be read together with:

- Protected Disclosures Act, 26 of 2000;
- Section 195 of the Constitution (ethical public administration);
- Section 23 of the Constitution (fair labour practices); and
- Section 10 of the Constitution (human dignity).

The regulation gives sector-specific effect to these constitutional rights within local government.

Although Regulation 18 is concise, substantive protection is created by Regulation 18 and its effect is legally significant. Regulation 18 provides that:

- No official may be subjected to occupational detriment for reporting financial misconduct;
- Reporting may be made to:
  - The Municipal Council;
  - The Accounting Officer;
  - Law enforcement agencies (including SAPS); and
  - Any lawful oversight body.

Protection applies where the report is made in good faith, and with reasonable grounds.

The meaning of "occupational detriment" includes, but is not limited to:

- Disciplinary action or threats thereof;
- Criminal charges instituted to intimidate or silence;
- Demotion or sidelining;
- Unlawful removal of functions;
- Hostile work environment;
- Bullying, harassment, or victimisation;
- Constructive dismissal, etc.

The application of Regulation 18 to my reports dated 3 December 2025, 18 December 2025 and this report includes the following:

1. My reports were lawful and protected;
2. As Director I am a senior manager in terms of the MFMA and statutorily obliged to report financial misconduct and criminal offences;
3. By reporting alleged financial misconduct, abuse of power, criminal conduct etc, to Council, I am complying with the law and not acting unlawfully;



4. The conduct of the Executive Mayor, Ald L de Bruyn, against me is prima facie unlawful and the following actions are directly inconsistent with Regulation 18:
  - a. Retaliation by Ald De Bruyn against me by alleged coercing with the Municipal Manager and allegedly inciting the staff members mentioned in a legal and protected report tabled in an in-committee meeting to register internal complaints and register complaints with the Information Regulator against me for security compromises of information;
  - b. Registering complaints against me to build cases for institution of disciplinary proceedings without lawful basis to frustrate me or invoke disciplinary action against me;
  - c. Ostracising me in the workplace by allegedly creating the impression that I am gunning personnel and thereby causing division, suspicion and safety and security concerns for myself;
  - d. Isolating me in the workplace and treating me as a persona non grata as Ald De Bruyn is completely ignoring me and my role as Director: Corporate Services by insubordination/ sidelining me and working directly with managers in HR, Legal Services, Administration and ICT, which amounts to interference in the Administration as no political office bearer are allowed to give instructions directly to employees, except to the Municipal Manager and Directors; and
  - e. Ignoring me and approaching my subordinates on functions that I am responsible for and thereby undermining my authority.

In law, these actions constitute prohibited retaliatory conduct.

The legal consequences of breaching Regulation 18 where a municipality or its officials act in violation of Regulation 18 are the following:

1. The conduct is unlawful and reviewable;
2. It may be set aside under PAJA or legality review;
3. It violates the MFMA and municipal governance prescripts;
4. Constitutes an unfair labour practice;



5. It may amount to automatically unfair conduct; and
6. It supports a claim of constructive dismissal if resignation is forced.

**In conclusion:**

The intent of Regulation 18 is clear, namely, that a Director who reports financial misconduct or criminal offences must be shielded and not punished. The actions allegedly being taken against me by Ald de Bruyn, as described in my reports of 3 and 18 December 2025 and in this report, undermine the MFMA, violate Regulation 18, and offend constitutional governance principles. Rather than being subjected to adverse treatment, the law requires that I be protected and supported for fulfilling my statutory duties. I hereby approach Council for the necessary protection in terms of Regulation 18 of the Local Government: Municipal Regulations on Financial Misconduct Procedures and Criminal Proceedings issued under Section 171(1) of the Municipal Finance Management Act, 56 of 2003 (MFMA) against the illegal alleged actions of Ald De Bruyn to my occupational detriment. It is expected that an Alderman, should have been aware of these above legislation and that he would have refrained from contravening the applicable legislation and thereby putting Council at risk for legal non-compliance.

2.2 It is my fiduciary duty as Director in terms of Sections 78 and 79 of the Local Government: Finance Management Act (including the Regulations), the Municipal Systems Act (including Regulations), the Local Government: Finance Management Act (including the Regulations), the Municipal Systems Act (including Regulations), and my service and performance contracts to advise and advise and protect the Executive Mayor and Council against any risks that I am aware of and therefore it is my duty and responsibility to report to the Speaker and Council any perceived risks, alleged misconduct/ maladministration and alleged breaches of applicable legislation, including the Code of Conduct for Councillors for appropriate action in terms of the Code of Conduct for Councillors and any other applicable legislation.

2.3 The alleged conduct of Ald De Bruyn confidentially on 3 and 18 December 2025 as well as in this document, are considered as serious misconduct.



#### 2.4 Not implementing legislated processes and Council resolutions

Ald De Bruyn fails to oversee implementation of legislated processes and Council resolutions. Council appointed the **Disciplinary Board** in terms of the Municipal Regulations on Financial Misconduct Procedures and Criminal Proceedings. Regulation 4(2) stipulates that the disciplinary board is an independent advisory body that assists the Council with the investigation of allegations of financial misconduct and provide recommendations on further steps to be taken. Oversight over financial management of the Municipality is a statutory function of the Executive Mayor.

The Regulations are clear that any allegations of financial misconduct must be referred to the Disciplinary Board that must conduct the preliminary investigation to determine whether or not allegations are founded and make recommendations to the council as to whether sufficient grounds exist to warrant a full investigation into the allegations. Regulation 5(4) stipulates that, *"If the disciplinary board determines that the allegation is founded, a full investigation must be conducted by the disciplinary board; the provincial treasury or the National Treasury..."*. The Regulations require that the Provincial Treasury and National Treasury be informed of any allegations of financial misconduct, and if a municipality, designated official or municipal entity fails to investigate an allegation of financial misconduct or financial offence, the Provincial Treasury or the National Treasury may direct that the allegation be investigated. The Executive Mayor is responsible to oversee the implementation of disciplinary processes (including investigations) and as far as Mr W F Hendricks is concerned, it seems that the Executive Mayor is protecting him and is not taking due care that the processes are followed in terms of the applicable legislation and the Council resolution.

Allegations of financial misconduct or financial offence, must be referred to the Disciplinary Board for investigation, which is not being done in Theewaterskloof Municipality as the Disciplinary Board is not functioning and the Executive Mayor is not ensuring that this important Committee is functioning.

Ald de Bruyn, responsible to oversee the disciplinary processes against Mr Hendricks, failed to implement or comply with the requirements of the Regulations stipulated above, examples of which are the following that were either reported to Ald de Bruyn, the Council or both, but not reported to Provincial Treasury, National Treasury and the internal audit:

## 2.5 Presenting incorrect information to Council with thereby misleading Council

There are various instances where Mr Hendricks has neglected his duty as Accounting Officer to verify facts and provide Council with correct information and thereby misleading Council and/or the Mayor. To mention only a few examples:

a. **Complaint against the Director: Corporate Services' interference in an agenda item and recommendations:** Ald de Bruyn supplied incorrect information to Council, namely that he gave "legal instructions" to officials regarding the wording of an agenda item. This amounts to interference in the administration (a serious offence). His entire complaint was constructed on incorrect information and thereby misleading Council. Unfortunately, it already negatively impacted my dignity and professionalism (occupational detriment).

b. **Misleading Council regarding the contravention of the POPI Act:**

- As an Alderman with vast municipal experience, Ald de Bruyn must have been aware of the fact that all sensitive personnel issues are always discussed In-Committee and that reports submitted to Council in In-Committee meetings are confidential and that unauthorized information may not be divulged in terms of the Code of Conduct for Councillors. This is common practice. Yet, he allegedly uses the strictly confidential report I submitted to Council in cooperation with Mr W F Hendricks to divulge the information to the officials in an attempt to discredit me, cause division under staff, instigate meetings between HR, Legal Services and those officials to convince those officials to register complaints against me internally and with the Information Regulator with *mala fide* intentions creating the impression that I am gunning the officials (which is not the case).

My report dealt with the irregular actions of the Municipal Manager. By now the matter is being widely discussed in the municipality and outside the municipality which is a breach of the Code of Conduct regarding unauthorized information and creates a reputational risk for and breach of trust in the municipality.

- Ald De Bruyn submits a declaration to Council in which he registers a complaint against me for contravention of the POPI Act fully aware that the information was unauthorised information that may not be divulged as it was In-Committee and he

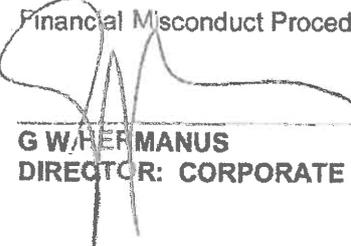
misleads Council that I have divulged confidential information by sending my report to gmail addresses of Councillors. Ald is fully aware that the Councillors (including himself) were dissatisfied with unauthorised access to and tampering with their emails. Attached as **ANNEXURE A**, please find a list of Councillors that signed their preference to receive their emails on their gmail addresses and therefore those are considered as the official email addresses of Councillors.

## 2.6 Complicit to unlawful interference in investigation

Ald De Bruyn is fully aware of the fact that it is an offence to interfere with employees/ witnesses in disciplinary investigations. He is also aware of the Council Resolution that the alleged misconduct reported to Council on 3 December 2025 must be investigated, although nothing has been done in this regard to date, despite legislated timelines. In terms of the Disciplinary Regulations for Senior Managers, the Mayor is responsible for overseeing these processes. It is alleged that Ald De Bruyn is protecting Mr Hendricks and that he is aware of the fact that Mr Hendricks is directly interfering with the investigation as is clear from the letters he addressed to the affected employees and his coercion for them to register complaints against me (internally and externally). Ald De Bruyn also registered a complaint against me in this regard which will serve before Council on 16 January 2026. Being complicit to protection of Mr Hendricks is a serious misconduct. The letter of complaint of Ald De Bruyn is similar to the letters of the two other officials whose complaints will also serve before Council on 16 January 2026. This is proof that Ald de Bruyn is coercing and maybe instigating the illegal building of a disciplinary case against me for reporting in good faith and with good cause..

## CONCLUSION

I am following protocol by reporting the above to the Speaker for submission to Council and for consideration by Council, in terms of the Disciplinary Regulations for Senior Managers and the Code of Conduct for Councillors, of the matters reported by me in in good faith, and with reasonable grounds in the best interest of the Municipality. It is clear that Ald De Bruyn is victimising me on no legal grounds. For my own protection, I am also sending this document to all Councillors and I urgently need protection from Council in terms of the Municipal Regulations on Financial Misconduct Procedures and Criminal Proceedings.

  
 \_\_\_\_\_  
**G W. HERMANUS**  
**DIRECTOR: CORPORATE SERVICES**

**COPIES: The Speaker, Cllr W Wells and all Councillors**

Theewaterskloof  
Municipality

Theewaterskloof  
Municipality

Good day, Alderman / Councillor:

Will you please indicate below your preferred email address which will be used for communication between Theewaterskloof Municipality and yourself – it can either be your twk.gov.za or your Gmail address?

Note must be taken that should your Gmail address be your preferred email address, then the twk.gov.za email address will be cancelled as the Municipality must pay for each and every Microsoft license. This is also part of the cost-saving Intervention from Corporate Services.

Your cooperation in this regard will be appreciated.

Regards

Cllr W Wells  
**SPEAKER**

19/02/2025

NAME AND SURNAME	PREFERRED EMAIL ADDRESS
Councillor W Wells	Wwells@twk.gov.za
Alderman LM de Bruyn	mayer@twk.gov.za lmdb59@gmail.com
Alderman C Clayton	twk.clayton
Alderman D Appel	claytonclayton@gmail.com
Councillor CA Benjamin	deridappel2016@gmail.com
Councillor M Botes	caoldebbo2@gmail.com
Councillor CT Cloete	michellebotes@gmail.com
Alderman S Fredericks	CLOETE CT@gmail.com
Councillor M Gana	sfredericks@twk.gov.za gana@twk.gov.za ganadce2@gmail.com

Councillor DA Jacobs	denziljacobs6@gmail.com
Councillor D Jooste	dawnyjooste07@gmail.com diaolekhari@gmail.com
Councillor JD Lekhori	tdiaolekhari@gmail.com
Councillor TP Lemina	topi.lemina@gmail.com
Councillor H Linnerts	henrylinn@gmail.com / hlinnertshogmail.com
Councillor RL Mienies	rlmienies@gmail.com
Alderman BB Mkhwibiso	bbmhwibiso@gmail.com
Councillor M Mpambani	mzwanemampambani@gmail.com
Councillor MA Nomkoko	ward13mawawo@gmail.com
Alderman MR Nongxaza	Mr Nongxaza Monwabisi@gmail.com
Councillor V Papier	<del>vanpapier@gmail.com</del> v.papier@tuk.gov.za
Alderman M Plato-Mentoor	m.plato@tuk.gov.za
Councillor MS Shale	manodylo171@gmail.com
Councillor J Smit	jsmit@tuk.gov.za
Councillor PJ Stander	pietstander68@gmail.com
Councillor H Syster	hsyster@tuk.gov.za
Councillor YM van Tonder	yvantonder@tuk.gov.za
Councillor TB Zimmermann	tzimmermann@tuk.gov.za

Dear

**NOTIFICATION OF SECURITY COMPROMISE IN TERMS OF SECTION 22 OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 4 OF 2013) (POPIA)**

We are writing to inform you about a possible data security incident involving personal information held by Theewaterskloof Municipality.

We take the security and privacy of your personal information very serious and sincerely apologise for this incident and the potential inconvenience or concern it may cause.

**1. Description of the Security Compromise**

On or about 3 December 2025, we discovered that one of our employees distributed the personal information of some data subject. Our investigation has determined that this may have resulted in the potential disclosure of your personal information.

The types of your personal information that were potentially affected include:

*"The following staff-related irregularities, appointments and/or improved benefits were approved by the Municipal Manager, in most instances without adhering to Council approved policies and processes, and despite my advice that the Municipality is financially distressed and, based on the Financial Recovery Plan, are unjustified and cannot be afforded. The appointments reflected below needs to be investigated in-depth:*

*Appointment of 4 Traffic Officers without criminal record clearance or following any of the Recruitment and Selection procedures — no adverts, no CV's, no interviews, etc.*

*These officers could not be registered as Peace Officers because they did not have Police Clearances for clear criminal records and were therefore legally prevented from issuing fines. They were remunerated for 4 months by the Municipality whilst driving around with other officers and issuing fines under other officials' names, which amounts to fraud, fruitless and wasteful expenditure (which must be recovered in terms of the MFMA). Mr Hendricks was aware of those illegal appointments. Mr N Arendse explained in a management meeting that he head-hunted the 4 Traffic Officers without any assistance from HR and Mr Hendricks commented that their appointments were still illegal, yet nothing was done about it. Mrs A Fortuin's police clearance was received after a month, but the others only received their clearances after 4 months. This put Council at risk."*

The identity of the person involved is: Director: Corporate Services, Mr. GW Hermanus.

Villiersdorp Tel: (028) 840 1130 | Greyton Tel: (028) 254 9820 | Riviersonderend Tel: (028) 261 1380  
 Caledon, Beaufort, Tsoelikefontein Tel: (028) 214 3386 | Genadendal Tel: (028) 251 8130 | Grabouw Tel: (021) 859 2507

*km*

## 2. Potential Consequences of the Security Compromise

The potential consequences of this security compromise could include:

- Possible consequences – Reputational Damage, increased risk of identity theft, phishing attacks, or fraudulent activities.

## 3. Measures Taken to Address the Compromise

Upon discovery, we took immediate action to secure our systems and contain the breach. The measures we have implemented include:

- We have notified the Information Regulator of South Africa of this incident.

## 4. Lodging a Complaint with the Information Regulator

We have established contact with you to attempt to resolve this matter internally. If you feel your personal information rights have been interfered with, you have the right to lodge a formal complaint with the Information Regulator in the prescribed manner and form.

A complaint to the Regulator must be made in writing by completing the prescribed POPIA Form 5. A copy is attached to this letter for ease of reference.

You should complete Part I of the form to detail the alleged interference with your personal information. Once completed, you can submit the form to the Regulator via:

- Email: [POPIAComplaints@infoeregulator.org.za](mailto:POPIAComplaints@infoeregulator.org.za)
- Physical Address: JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001
- Phone (for assistance with the form): 010 023 5200

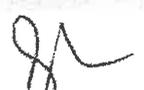
We remain committed to protecting your personal information and will notify you of any significant developments in our investigation.

If you have any further questions or require assistance, please contact our Information Officer, Mr. WF Hendricks, at 028 214 3300 or [walterhe@twk.gov.za](mailto:walterhe@twk.gov.za)

Sincerely,



**Mr. WF Hendricks**  
Municipal Manager / Information Officer  
Theewaterskloof Municipality



FORM 5

COMPLAINT REGARDING INTERFERENCE WITH THE PROTECTION OF PERSONAL INFORMATION/COMPLAINT REGARDING DETERMINATION OF AN ADJUDICATOR IN TERMS OF SECTION 74 OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013(ACT NO. 4 OF 2013)

REGULATIONS RELATING TO THE PROTECTION OF PERSONAL INFORMATION, 2017 [Regulation 7]

Note:

- 1. Affidavits or other documentary evidence in support of the request must be attached.
- 2. If the space provided for in this Form is inadequate, submit information as an Annexure to this Form and sign each page.

Reference Number.....

Mark the appropriate box with an "x".  
Complaint regarding:

- Alleged Interference with the protection of personal information
- Determination of an adjudicator.

PART I ALLEGED INTERFERENCE WITH THE PROTECTION OF THE PERSONAL INFORMATION (Section 74(1) of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013))	
PARTICULARS OF COMPLAINANT	
Surname of complainant	
Full names of complainant	
Identity number of complainant	
Telephone, postal, Business address	
Country of the body	Code ( )
E-mail address	
PARTICULARS OF BODY RESPONSIBLE PARTY INTERFERING WITH PERSONAL INFORMATION	

Full names and surname of person interacting with personal information (if the person is a natural person)	
Name of public or private body (if not a natural person):	
Residential address (if applicable); postal address or business address:	(Code )
Contact number(s):	
Fax number:	
E-mail address:	

**C REASONS FOR COMPLAINT (Please provide detailed reasons for the complaint)**

**GRIEVANCE REGARDING DETERMINATION OF ADJUDICATOR**  
 (Section 74(2) of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013))

**PART II**

**A PARTICULARS OF COMPLAINANT**

Surname of complainant:	
Full names of complainant:	
Identity number of complainant:	
Residential, postal or business address:	(Code )
Contact number(s):	
Fax number:	
E-mail address:	

**B PARTICULARS OF ADJUDICATOR**

**Lizell Kilowan**

---

**From:** Charne Lottering  
**Sent:** Monday, 12 January 2026 10:31  
**To:** Executive Mayor - TWK Municipality  
**Cc:** Speaker; Lizell Kilowan; Weldon Wells; Celeste Kellies  
**Subject:** Official Complaint  
**Attachments:** Doc 1.pdf

Dear Mayor,

Compliments on 2026,

Kindly please see attached compliant by Director GW Hermanus against you,

As instructed by the Speaker, can you please give your commentary comments to the Office of the Speaker in the next 7 days by Monday the 19<sup>th</sup> January 2026,

Thank you

Kind regards,

**Charne Lottering**  
Principle Clerk  
Department : Councillor Support  
Directorate: Corporate Services

**THEWATERSKLOOF MUNICIPALITY**

**Head Office.** 6 Plein Street, Caledon, 7230

**Call Centre.** 028 214 3300/3321 | **Emergency.** 080 021 4730 | **Email.** [charnelo@twk.gov.za](mailto:charnelo@twk.gov.za)

**Website.** [www.twk.gov.za](http://www.twk.gov.za) | **Follow us on Facebook, X, Instagram.** @twkmun



**Theewaterskloof**  
Municipality

102

22 January 2026

Per email: [speaker@twk.gov.za](mailto:speaker@twk.gov.za); [wwells@twk.gov.za](mailto:wwells@twk.gov.za)

Speaker: Cllr W Wells  
Theewaterskloof Municipality  
**CALEDON**  
7230

Subject: **Response to allegations as contained in your letter dated 19 January 2026 as leveled against me By Director GW Hermanus**

Honourable Speaker,

I once again must highlight from the outset, it should be noted that the allegations are baseless, vague, frivolous, unsupported by factual detail and lacking the necessary particularity to enable a meaningful response. The document provided to me is without a shred of evidence and is filled with Director Hermanus's perceived wrongdoing and baseless allegations and therefore does not amount to prima facie misconduct.

I humbly request that in future the Director be requested to be more concise and specific with his allegations to enable me to adequately respond.

I will however attempt to address some of these allegations (those that I am able to) in my response.

Speaker, I'll address the content of the letter allegation on a general basis and won't address each reparative allegation individually.

The allegations contained on pages 1 – 5 largely relate to an item (containing the names and alleged financial benefits of certain employees) that was circulated by the director directly to councilors which the director now wants to claim was done as a protected disclosure.

The first allegation that I would like to address is the allegation of me being accused of inciting staff members to register internal complaints. Speaker, the Director has offered up no evidence to this effect, nor did he provide any names of individuals, dates or events of whom and when such incitement would have taken place. This make impossible to respond to this allegations save to say, In Mr Hermanus's letter he quoted his duty (as a Director) to report suspicions and allegations of wrong doing, as councilors, political office bearers and community representatives we bare that very same duty, and is also our legal

responsibility to not only create an environment where people feel comfortable to report wrongdoing, we also have a moral and ethical duty where we encourage people to report wrongdoing via the correct channels, this does not amount to incitement.

The definition of incitement is the action of provoking unlawful behavior or urging someone to behave unlawfully.

The second allegation relates to me coercing the municipal manager to register internal complaints and complaints with the information regulator.

In South African law, a **Municipal Manager (MM)** has clear **legal, governance and ethical duties** if they become aware that **employees' personal information has been breached**

### **Section 19 – Duty to secure personal information**

The Municipal Manager must ensure the municipality:

- Takes **appropriate, reasonable technical and organisational measures** to prevent:
  - Loss
  - Unauthorised access
  - Unlawful processing of personal information
- Acts **immediately** once a breach is suspected or confirmed

Failure to act may itself be a **POPIA contravention**, even if the MM did not cause the breach

### **Section 22(1)**

*“In the event of a security compromise, the responsible party must notify the Regulator and the data subject, unless the identity of such data subject cannot be established.”*

#### **Meaning:**

Once a breach is known, notification is **not optional**. The municipality (as responsible party) **must** notify both:

- The **Information Regulator**, and
- The **affected employee(s)**

The notification referred to in subsection (1) must provide sufficient information to allow the data subject to take protective measures against the potential consequences of the security compromise, including—

- (a) A description of the possible consequences of the security compromise;
- (b) A description of the measures that the responsible party has taken or intends to take to address the security compromise;
- (c) A recommendation with regard to the measures to be taken by the data subject to mitigate the possible adverse effects;
- (d) If known, the identity of the unauthorized person who may have accessed or acquired the personal information; and
- (e) **The identity of the responsible party.”**

Because the Municipal Manager is the **Accounting Officer** and the municipality’s **Information Officer** (or ultimate authority over the IO):

- Failure to comply with **section 22**:
  - Is a **direct POPIA breach**
  - Can trigger **Regulator enforcement**
  - Can expose the municipality to **civil claims**
  - Can constitute **misconduct under the MFMA**

Speaker, it is thus my submission that there was absolutely no need for me to coerce the municipal manager into lodging complaints with information regulator and conducting internal investigations. The POPIA ACT places a legal duty on him to do such it is mandatory and does not leave it open to discretion.

It is once again sad that the director quotes numerous pieces of legislation but **conveniently leaves out** those that do not serve his narrative.

Speaker, further to this there are various allegations that seems to relate to the formal complaint I submitted to council on 19/12/2025 but only served before council on 16/01/2026. The letter from director Hermanus is dated 09 January 2025. The director in his allegations alleges that I misled council in my complaint I registered with council. My complaint that is submitted was confidential and served as an in-committee item. It is common cause and protocol that when an in-committee item containing allegations serves before council, the accused is not privy to the information/report prior to the meeting and has to excuse himself or herself from such meeting. This brings us to the question how did director Hermanus obtain the confidential information contained in my formal complaint on 09/01/2026 when it only served before council on 16/01/2026.

This indicates another breach of council’s confidentiality and standard protocols.

Irrespective of how the information (**unlawfully**) was obtained by the director, on page 8 second last paragraph the director by his own admission indicates how his report is now discussed in the public domain, I draw the inference that he somehow want to shift the blame to myself, I want to put it on record that it was due to his negligent disclosure that this information reach the public domain prior to me submitting a written complaint to council.

It is for this exact reason why I filed an official complaint using the correct channels and procedures. Therefor if anyone is guilty of distributing unauthorized information and causing reputational damage the director should point the finger squarely at himself.

The Director wants to complain/allege that any disclosure he makes relating to misconduct is protected and he should suffer no reprisal because of such disclosure. This is once again a failure by the director to fully disclose the relevant legislation that he so conveniently relies on and can also be viewed as an deliberate attempt by the director to mislead you, Speaker. The following representation will illustrate and emphasize the before mentioned point.

As Executive Mayor, I regard the protection of bona fide whistle-blowers as a matter of fundamental importance and fully support the objectives of the various Acts as quoted and highlighted in the letter from the director. The municipality remains committed to encouraging employees to disclose impropriety in a lawful, **responsible**, and protected manner.

However, having considered the matter placed before me, it is necessary to distinguish between a disclosure that qualifies for protection under the Act and conduct that falls outside its scope

**Protection is not automatic.** The disclosure must meet the Act's requirements, including that it is made:

- Through a **recognised channel** (e.g. employer, designated authority, Public Protector, Auditor-General, etc.)
- **In good faith**
- With **reasonable care**, particularly regarding:
  - Accuracy of information
  - Avoiding unnecessary disclosure of personal or confidential information
- Without reckless or malicious conduct

If a disclosure:

- Is made through improper channels,
- Is reckless,
- Unnecessarily reveals personal or confidential information, or
- Is circulated publicly without justification,

then it **may fall outside the protection of the Act**, and disciplinary action is **not automatically excluded**.

The “disclosure” included specific names, untested allegations, and details of alleged financial benefits relating to identifiable individuals. The Act expressly requires that disclosures be made with reasonable care and does not protect disclosures that are reckless, excessive, or that unnecessarily disclose personal or confidential information. The manner in which the disclosure was made demonstrates a failure to exercise such reasonable care.

It is for this reason that I submitted a complaint, for council/council’s appointed investigator to determine whether or not a contravention of act indeed transpired. Up until today the director has suffered no occupational detriment and it should be emphasized that the act, it no way states that alleged improper disclosure may not be investigated in fact the POPIA act compels the municipality to investigate allegations in contravention of the act.

I would like to draw your attention to the following court case:

**Global Technology Business Intelligence (Pty) Ltd vs CCMA**

In this Labour Court case, the court found that an employee’s report to his *lawyer* about alleged unfair discipline did **not** qualify as a disclosure under the Protected Disclosures Act (PDA). Because it didn’t meet the **statutory definition**, the employee was **not protected**, and the court refused to assist the employee in relation to detriment suffered as a result of the disciplinary action.

Speaker, the very regulation (Municipal Regulations on Financial Misconduct Procedures and Criminal Proceedings) (S3(3)) the director so heavily relies on, stipulate and emphasize the importance of ensuring that disclosure remain confidential. Speaker I further submit that the distribution of confidential items should be done through your office as has always been protocol; by distributing it directly to councilors it undermines the powers, roles and responsibilities bestow upon you Speaker. Albeit slightly ambiguous, it does seem that the regulations place the onus on the Accounting Officer and Mayor to place allegations of

misconduct before council and not for senior managers to directly place it before council. If the legislature's intention was that any person should place it directly in front of council ordinary members of public would be denied the opportunity of reporting financial misconduct.

Speaker, allegation of my interference in administration as contained on page 5, there is no evidence, no reference to dates, actions, substance of allegation provided etc. that could even remotely lead me to respond adequately. I respectfully can't comment due to the vagueness of this allegation.

Speaker allegation relating to the establishment of a disciplinary board to investigate financial misconduct, I fail to find the stipulation that makes the establishment and functioning of this board the sole responsibility of the Mayor. The Act rather makes it a combined responsibility of council including the office of speaker and the mayor. Thus, if the director wants to submit a complaint in this regard, the complaint should be submitted against council as a whole and not individuals.

The Director seemingly wants to lead council and speaker to believe that Mr Hendricks is somehow enjoying a special form of protection in that allegations against him are not being investigated. Speaker you should take issue with this allegation in fact the full council should take issue with this allegation. It is prescribed in law and regulations, taking disciplinary actions against Senior Managers can only happen with a council resolution. Indicating that Mr Hendricks are receiving unlawful protection against disciplinary actions is a direct attack on the lawfulness, credibility and ethics of this council. This could also be construed as an attack on the speaker in alleging that the office of the speaker is failing to ensure that council resolutions are implemented promptly.

Speaker this is yet another example of how baseless the claims made by the director are.

On 03/12/2025 Mr Hermanus submitted his claim against the Municipal Manager, on 11/12/2025 council made a decision to appoint an external independent investigator under council resolution SCIC12/2025. The minutes indicated that Mr Amansure, who reports directly to Mr Hermanus, must finalize the matter, on 15/12/2025 it was referred to the legal department to finalise the SCM processes, coincidentally the legal department also reports directly the Director and on 13 January 2026 an investigator was appointed following the finalization of SCM process.

Speaker, it is thus clear that Mr Hermanus was probably best seated to enquire about the progress made or the action taken or to be taken relating to his complaint however he chose to lay baseless complaints against myself.

Speaker correct me if I am wrong, but the allegation on page 8 relates to the municipal manager misleading council and the mayor and goes on listing a few examples ( admittedly I am contained in certain allegations) however given that the allegations is not directed at myself I will refrain from responding.

Allegation contained on page 9 2.6:

Speaker I believe I have addressed this at length on previous pages, I simply reemphasize, all decisions relating to disciplinary matters of Senior Managers are taken by council I thus fail to see I am being single out for protecting the municipal manager.

While I recognise and support the right of employees to raise legitimate concerns, this right does not extend to the making of **frivolous, vexatious, reckless, malicious, or unfounded allegations.**

It should be noted that this is not the first instance where I have raised concerns relating to frivolous allegations by the same director. Speaker time is money (public funding), spending time on such **Frivolous Allegations amounts to time and money fruitlessly spent, both of which could have been utilized to improve the livelihood of the communities that we serve.**

In light of the above, I respectfully request that this matter be dealt with in accordance with the applicable disciplinary framework, and that the Speaker exercises the necessary oversight to ensure that the integrity of council processes and the administration is protected.



**Executive Mayor**  
**Alderman L de Bruyn**

**ITEM HEADING**

**C55/2026 OFFICE OF THE SPEAKER: ALLEGED BREACH OF CODE OF CONDUCT FOR COUNCILLORS BY THE EXECUTIVE MAYOR, ALDERMAN LM DE BRUYN**

*[English version of the report is the original]*

**FILE NUMBER**

3/3/3

**PURPOSE OF REPORT**

The aim of the report is to inform Council regarding the allegations of a breach of the Code of Conduct for Councillors by the Executive Mayor, Alderman LM De Bruyn, for consideration by Council.

**BACKGROUND**

Addition of Schedule 7 to Act 117 of 1998 (Local Government: Municipal Structures Act, 1998) as per Local Government: Municipal Structures Amendment Act, 2021 (the Code of Conduct for Councilors) stipulates as follows:

*“ 2. General conduct of councilors*

*A Councillor must –*

- (a) perform the functions of office in good faith, honestly and in a transparent manner; and*
- (b) at all times act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised.”*

The duty of the Speaker of the Council in so far as the Code of Conduct of Councillors is concerned, is embedded in Item 15 of Schedule 7 to Act 117 of 1998 (Local Government: Municipal Structures Act, 1998) as per Local Government: Municipal Structures Amendment Act, 2021 and reads as follows:

**15. Breaches of Code –**

- (1) If the speaker of a municipal council, on reasonable suspicion, is of the opinion that a provision of this Code has been breached, the speaker must -
  - (a) authorise an investigation of the facts and circumstances of the alleged breach;
  - (b) give the councillor a reasonable opportunity to reply in writing regarding the alleged breach; and
  - (c) report the matter to a meeting of the municipal council after paragraphs (a) and (b) have been complied with.

(2) A report in terms of subitem (1)(c) is open to the public.

(3) The speaker must report the outcome of the investigation to the MEC of local government in the province concerned.

The allegations by the Director: Corporate Services, Mr GW Hermanus, indicate that the Executive Mayor, Alderman LM De Bruyn, disregarded the Code of Conduct for Councillors.

### **DISCUSSION**

On 28 November 2025, it was brought to the Speaker's attention that the Executive Mayor, Alderman LM De Bruyn, did not act in the best interest of the municipality, specifically with regard to his interference in administration as described by the complainant. The complaint was lodged by Mr GW Hermanus. The letter of complaint and the Speaker's acknowledgement of receipt to the Complainant, is hereto attached as Annexure A.

In the execution of his duties as referred to above, the Speaker requested the Executive Mayor, Alderman LM De Bruyn to provide comments on the matter on 2 December 2025. The letter of the Speaker is hereto attached as Annexure B. The Executive Mayor, Alderman LM De Bruyn, responded within the given timeframe. The response of the Executive Mayor, is hereto attached as Annexure C.

On 8 December 2025, the Speaker requested legal advice in the matter.

After careful consideration of the facts and circumstances of the allegations the Speaker is of the opinion that there are sufficient grounds for referring the matter to a Special Committee or an External Investigator for further investigation.

### **FINANCIAL IMPLICATION**

None

### **LEGAL IMPLICATION**

Municipal Systems Amendment Act, Act 3 of 2021 (Schedule 7 – Code of Conduct for Councillors)

### **RISK MANAGEMENT IMPLICATION**

None

### **RECOMMENDATION BY ITEM AUTHOR TO COUNCIL:**

**It is recommended:**

- 1. That Council takes cognizance of the content of the report.**
- 2. That Council takes cognizance of the processes which were followed by the Speaker in terms of Section 15(1)(a) and (b) of Schedule 7 (Code of Conduct for Councillors).**

3. That Council notes that as Section 15(1)(a) and (b) of Schedule 7 has been complied with, the Speaker now presents the facts and relevant information of the alleged breaches to Council in terms of Section 15(1)(c) of Schedule 7.
4. That Council refers the matter to the current Special Committee to further investigate the matter.
5. That the Special Committee report the outcome of the investigation to Council.

**Lizell Kilowan**

---

**From:** GW Hermanus  
**Sent:** Monday, 01 December 2025 19:33  
**To:** Lizell Kilowan  
**Subject:** FW: COMPLAINT: INTERFERENCE IN ADMINISTRATION: ALD L DE BRUYN  
**Attachments:** SKM\_36725112813180.pdf

**From:** GW Hermanus  
**Sent:** Friday, 28 November 2025 13:21  
**To:** Municipal Manager <mm@twk.gov.za>; Walter Hendricks <walterhe@twk.gov.za>  
**Cc:** Speaker <speaker@twk.gov.za>; Weldon Wells <wwells@twk.gov.za>  
**Subject:** COMPLAINT: INTERFERENCE IN ADMINISTRATION: ALD L DE BRUYN

Dear MM

It is with great concern that I hereby have to register an official complaint against the Executive Mayor, Ald L de Bruyn, for repetitive interference in the Administration of the Municipality. The Code of Conduct for Councillors, Schedule 7 to the Local Government: Municipal Structures Act, No 117 of 1998, clearly stipulates the following:

***Interference in administration***

Regards,

**GW Hermanus**

Director  
Directorate: Corporate Services

**THEEWATERSKLOOF MUNICIPALITY**

**Head Office.** 6 Plein Street, Caledon, 7230

**Call Centre.** 028 214 3300 | **Emergency.** 080 021 4730 | **Email.** [gwhe@twk.gov.za](mailto:gwhe@twk.gov.za)

**Website.** [www.twk.gov.za](http://www.twk.gov.za) | **Follow us on Facebook, X, Instagram.** @twkmun



**Theewaterskloof**  
Municipality

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**MEMORANDUM**

**TO : MUNICIPAL MANAGER, MR W HENDRICKS**  
**FROM : DIRECTOR: CORPORATE SERVICES, MR G W HERMANUS**  
**SUBJECT : COMPLAINT: INTERFERENCE IN ADMINISTRATION: ALD L DE BRUYN**  
**REFERENCE: 3/3/3**  
**DATE : 28 NOVEMBER 2025**

It is with great concern that I hereby have to register an official complaint against the Executive Mayor, Ald L de Bruyn, for repetitive interference in the Administration of the Municipality.

The Code of Conduct for Councillors, Schedule 7 to the Local Government: Municipal Structures Act, No 117 of 1998, clearly stipulates the following:

***Interference in administration***

12 A councillor may not, except as provided by law—

- (a) interfere in the management or administration of any department of the municipal council, unless mandated by the council;
- (b) give or purport to give any instruction to any employee of the council, except when authorised to do so;
- (c) obstruct or attempt to obstruct the implementation of any decision of the council or a committee by an employee of the council; or
- (d) encourage or participate in any conduct which would cause or contribute to maladministration in the council.

***Breaches of Code***

15. (1) If the speaker of a municipal council, on reasonable suspicion, is of the opinion that a provision of this Code has been breached, the speaker must—

- (a) authorise an investigation of the facts and circumstances of the alleged breach;
  - (b) give the councillor a reasonable opportunity to reply in writing regarding the alleged breach; and
  - (c) report the matter to a meeting of the municipal council after paragraphs (a) and (b) have been complied with.
- (2) A report in terms of subitem (1)(c) is open to the public.
- (3) The speaker must report the outcome of the investigation to the MEC for local government in the province concerned.

- (4) *The speaker must ensure that each councillor, when taking office, is given a copy of this Code and that a copy of the Code is available in every room or place where the council meets.*

**Investigation of breach**

16. (1) *A municipal council may—*

(a) *investigate and make a finding on any alleged breach of a provision of this Code; or*

(b) *establish a special committee—*

(i) *to investigate and make a finding on any alleged breach of this Code; and*

(ii) *to make appropriate recommendations to the council.*

(2) *If the council or a special committee finds that a councillor has breached a provision of this Code, the council may—*

(a) *issue a formal warning to the councillor;*

(b) *reprimand the councillor;*

(c) *request the MEC for local government in the province to suspend the councillor for a certain period;*

(d) *fine the councillor; or*

(e) *request the MEC to remove the councillor from office.*

(3) *The speaker must inform the MEC for local government in the province concerned within 14 days of the finding and sanction decided on by the council.*

In his formal submission to the Municipal Manager on 26 November 2025, on the item that served on 9 October 2025 regarding the independent investigator's report into the alleged misconduct by the Municipal Manager, Ald De Bruyn acknowledged and indicated the following:

1. *"I lawfully instructed Legal Services to prepare an item for Council presenting the outcome of the independent investigator's report into the alleged misconduct of the Municipal Manager."*

The Executive Mayor is forbidden to interfere in administration and as such he does not possess any power to give instructions to any official other than the Municipal Manager. In this case, the Municipal Manager was investigated and therefore it would have been appropriate if the Executive Mayor approached the Director: Corporate Services in coordination with the Speaker to have the agenda item compiled for the Council meeting. Therefore, Ald De Bruyn's instruction to the Legal Services (a responsibility under control of the Director: Corporate Services) was illegal and amounts to interference in the administration.

2. *"The approved version recommended that Council:  
"Take cognisance of the report submitted to the Executive Mayor by the independent investigator.*

*Accept the finding that the Municipal Manager acted in good faith and without misconduct, and that no further steps be taken against Mr Hendricks."*

The Executive Mayor has no authority to dictate or approve any recommendations in agendas to Council, except when the correct procedure is followed, namely if an Executive Mayoral Committee meeting was legally convened and the resolutions of this meeting were contained in the minutes of the Committee to Council. Ald De Bruyn did not request an Executive Mayoral

Committee meeting but unfortunately elected to interfere in the administration by giving an illegal instruction to "Legal Services".

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In terms of legislation, the Speaker is responsible to arrange Council meetings and determines what will serve on such meetings. The Disciplinary Regulations for Senior Managers stipulates the following in this regard:

- *Reg 5(5): "The report of the investigator must be tabled before Council in the manner and within the timeframe as set out in sub-regulation (2) within 7 days after receipt thereof."*
- *Reg 5(2): "... the Mayor may request the Speaker to convene a special council meeting within seven (7) days to consider the report."*

The legislation therefore clearly stipulates that the Mayor has to request the **Speaker** to convene meetings. Ald De Bruyn should have approached the Speaker to include the issue on the agenda and make arrangements in this regard. Legal Services is a department under the Director: Corporate Services and therefore a subordinate of the Director: Corporate Services for which he is responsible in terms of Section 79. In terms of legislation, any instruction by the Mayor to any official, except the Municipal Manager, constitutes interference in the administration (unless the Municipal Manager is implicated). As the Municipal Manager was implicated in this instance, the Executive Mayor should have approached the Speaker in conjunction with the Director: Community Services (for guidance or advice).

### 3. Altered recommendation

Ald De Bruyn also alleged the following in the submission to the Municipal Manager dated 26 November 2025:

*"Before submission to Council, Mr Hermanus unilaterally altered the recommendation without my knowledge or consent to read:*

*"That Council takes cognisance of the report submitted by the independent investigator"*

*"That Council considers the report of the independent investigator"*

*"This change was made without my authorization and outside the delegation conferred on the Director."*

As have been indicated in the legislation referred to above, consideration of reports on alleged misconduct of senior managers and Council must be considered by the Municipal Council and the Mayor has no authority to instruct an official to compile an agenda item with his recommendation to Council (except for Executive Mayoral Committee minutes). Regulation 5(2) is clear that this is the function of the Speaker. Likewise, the Mayor has no authority to determine or approve recommendation to Council on agenda items. The Mayor may make recommendations during the consideration of the report by Council. Any instructions to officials amounts to interference in the administration.

It is a legislated function of the Director: Corporate Services to advise and protect the Municipal Manager and Council against risks and the approval of agenda items and recommendations are the responsibility of the Director: Corporate Services, although he is often side-lined in this regard (especially by the Mayor who gives instructions to his subordinates).

*"The amendment materially altered the intent of the authorised submission and opened the item for debate and as a result....."*

The recommendation of the Director: Corporate Services "that Council considers the report of the independent investigator" was legally the correct recommendation based on Regulation 5 (2) of the Disciplinary Regulation for Senior Managers.

3/1

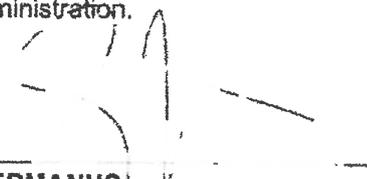
As mentioned above, the Mayor recurrently interferes in the administration. Another example of his interference was the day (2 weeks ago) the investigator, Mr M Kruger, frequented the office to discuss the extension of mandate of report to the Mayor, Mr Gxoyiya was called to the Mayor to attend the meeting. This is irregular as the Director: Corporate Services should have been involved in this matter. 116

This interference by the Mayor in the administration is divisive and causes conflict amongst officials.

### **RECOMMENDATIONS**

It is recommended that:

1. The interference of the Executive Mayor, Ald L de Bruyn, in the administration, be reported to Council for consideration of the necessary steps in terms of the Code of Conduct for Councillors, Schedule 7 to the Municipal Structures Act;
2. Council takes cognisance of the responsibilities of the Director: Corporate Services; and
3. Councillors revisit the Code of Conduct for Councillors and refrain from interfering in the administration.

  
**G W HERMANUS**  
**DIRECTOR: CORPORATE SERVICES**

**COPY:**

The Speaker, Cllr W Wells

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**From:** Lizell Kilowan  
**Sent:** Tuesday, 02 December 2025 12:16  
**To:** GW Hermanus  
**Cc:** Weldon Wells; Walter Hendricks  
**Subject:** COMPLAINT: INTERFERENCE IN ADMINISTRATION: ALD L DE BRUYN  
**Attachments:** Letter 1 to Mr Hermanus.pdf

Dear Mr Hermanus

Please find hereto acknowledgement of receipt of your complaint.

Kind regards

Lizell

**OFFICE OF THE SPEAKER**

Theewaterskloof Municipality – Administrative Head Office  
6 Plein Street, PO Box 24 Caledon, Western Cape, 7230  
Tel: +27 (28) 2143300 | Fax: +27 (28) 2141289  
Email: [wwells@twk.gov.za](mailto:wwells@twk.gov.za) / [lizellsa@twk.gov.za](mailto:lizellsa@twk.gov.za)

Lizell Kilowan

1 December 2025

Mr GW Hermanus  
Director Corporate Services  
CALEDON  
7230

Per email: [gwhe@twk.gov.za](mailto:gwhe@twk.gov.za)

Dear Mr Hermanus,

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**COMPLAINT: INTERFERENCE IN ADMINISTRATION: ALD L DE BRUYN**

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I hereby acknowledge receipt of your complaint lodged against the Executive Mayor, Alderman LM De Bruyn, dated 28 November 2025. I would like to assure you, that I am dealing with the matter with the necessary urgency that it deserves and will keep you informed of the process

Kind regards,

W Wells

**SPEAKER**

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**OFFICE OF THE SPEAKER**

Theewaterskloof Municipality – Administrative Head Office  
6 Plein Street, PO Box 24 Caledon, Western Cape, 7230  
Tel: +27 (28) 2143300 | Fax: +27 (28) 2141289  
Email: [wwells@twk.gov.za](mailto:wwells@twk.gov.za) / [lizellsa@twk.gov.za](mailto:lizellsa@twk.gov.za)

Lizell Kilowan

2 December 2025

Alderman LM De Bruyn  
The Executive Mayor  
CALEDON  
7230

Per email: [mayor@twk.gov.za](mailto:mayor@twk.gov.za)

Dear Alderman De Bruyn,

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**COMPLAINT INTERFERENCE IN ADMINISTRATION: ALD L DE BRUYN**

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I hereby refer to a letter which was received by my Office from the Director Corporate Services, Mr GW Hermanus on 28 November 2025 in the above-mentioned regard.

In term of Section 15(1)(b) of Schedule 7 of the Municipal Structures Amendment Act, Act 3 of 2021 (Code of Conduct for Councillors), I am hereby giving you an opportunity to reply in writing to my Office on the allegations in the letter hereto attached.

Please provide me with your written version of events as well as any documents and/or statement which in your opinion, support your version on/before 9 December 2025 in order for me to perform my duty as Speaker in terms of the Code of Conduct for Councillors.

Villiersdorp Tel: (028) 840 1130 | Greyton Tel: (028) 254 9620 | Riviersonderend Tel: (028) 261 1360  
Caledon, Botriver, Tesselaarsdal Tel: (028) 214 3365 | Genadendal Tel: (028) 251 8130 | Grabouw Tel: (021) 859 2607

You may provide my Office, through Mrs L Kilowan with your written comments in this regard. Your response may be forwarded to [lizellsa@twk.gov.za](mailto:lizellsa@twk.gov.za)

Your cooperation in this regard is much appreciated.

Kind regards,



W Wells

**SPEAKER**

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09 December 2025

To: Speaker W Wells

From: Executive Mayor L M de Bruyn

**COMPLAINT: INTERFERENCE IN ADMINISTRATION ALDERMAN LM DE BRUYN**

**Subject:** Instruction by the Executive Mayor to Legal Services to Assist with Drafting an Item Relating to Misconduct Allegations Against the Municipal Manager – Whether This Constitutes Interference in the Administration.

**1. Introduction**

Council must decide on whether I acted within the scope of my powers by instructing the Legal Services Department to assist in drafting an item concerning misconduct allegations against the Municipal Manager, and whether the subsequent view of the Director: Corporate Services, namely that such instruction constitutes administrative interference—is legally sustainable.

**2. Applicable Legal Framework**

The following legislative provisions are relevant and directly govern this matter as **Executive Mayor** and **NOT** as the director indicates in his complaint LG MSA no 117 item 12.

- **Municipal Structures Act 117 of 1998**
  - **Section 56(3)(a)** – The **Executive Mayor** must “*identify and develop criteria... for monitoring and evaluating the municipality’s performance*” and is responsible for oversight of the administration.
  - **Section 56(3)(f)** – The **Executive Mayor** must ensure that the municipality performs its duties in terms of national and provincial legislation.
- **Municipal Systems Act 32 of 2000**
  - **Section 55** – The Municipal Manager is the head of administration and is accountable to the Executive Mayor and Council.
  - **Section 53(2)(b)** – Separation of powers must be maintained between political structures and the administration, but this does **not** remove political oversight responsibilities.

- **Local Government: Disciplinary Regulations for Senior Managers, 2010 (as amended)**
  - **Regulation 5 (2)** – The Executive Mayor must table allegations of misconduct against the Municipal Manager before Council for consideration not later than 7 days after receipt thereof, failing which the mayor may request the Speaker to convene a special council meeting ..... *Please see the writing of the director in terms of these regulations which do not reflect the true legislation.*
  - **Regulation 5 (6) and 7 (b)** – Supports the obligation to initiate the formal process through the appropriate Council item.

### **3. Oversight Powers of the Executive Mayor**

In terms of section 56(3) of the Municipal Structures Act, the Executive Mayor is responsible for overseeing the performance of the administration and ensuring that the Municipality is managed in accordance with relevant legislation and policy. This oversight expressly includes accountability mechanisms applicable to the Municipal Manager.

Where allegations of misconduct arise against the Municipal Manager (a Section 56/57 appointee), the Executive Mayor is mandated to initiate the tabling of the matter before Council so that due processes in terms of the Disciplinary Regulations may be activated.

The drafting of an item for Council is a **procedural step** flowing from this statutory duty.

### **4. Role of the Legal Services Department**

Legal Services functions as an internal advisory and support structure, mandated to provide legal drafting, advisory, and compliance assistance to both political office-bearers and administrative officials.

Providing technical legal or drafting support does **not** constitute political interference; it constitutes normal administrative support to ensure that decisions submitted to Council are legally sound, properly structured, and procedurally compliant.

There is no legislative provision prohibiting Legal Services from assisting the Executive Mayor with the preparation of such an item.

### 5. Whether my instruction for assistance Constitutes Interference in the Administration:

Administrative interference typically occurs when a political office-bearer attempts to direct, manage, or intervene in *operational* functions assigned to the Municipal Manager or officials.

In this instance:

- The subject matter concerns the **accountability of the Municipal Manager**, which falls squarely within the mayor's oversight mandate.
- The instruction was limited to obtaining legal drafting assistance—not directing operational decisions or administrative functions.
- The action facilitates a statutory process (misconduct inquiry) rather than intruding on day-to-day operations.

Accordingly, the instruction **does not constitute administrative interference** under the Municipal Systems Act or the separation-of-powers principles governing local government.

### 6. Conduct of the Director: Corporate Services

The Director is entitled to raise procedural concerns; however, the assertion that the mayor's request amounts to administrative interference is **not supported by the legal framework**.

Filing allegations of serious misconduct against the Executive Mayor based solely on this instruction appears **disproportionate**, lacks a legislative foundation, and does not meet the threshold required for such accusations against a political office-bearer.

While motivations cannot be speculated upon, it is notable that the Director is a senior official with more than 20 years' experience. In these circumstances, advancing allegations of this magnitude over a matter that clearly falls within the normal functioning of municipal oversight and legal support may reasonably be viewed as lacking substantive merit.

### 7. Conclusion

1. As Executive Mayor I acted **within my lawful authority statutory mandate** in initiating the drafting of an item regarding allegations of misconduct against the Municipal Manager.
2. The Legal Services Department is **permitted and obliged** to provide such drafting and advisory support when requested.
3. The actions in question **do not constitute administrative interference** under any applicable legislation.

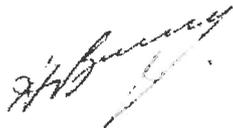
4. The allegations raised by the Director: Corporate Services are **not legally grounded** and appear disproportionate to the nature of the instruction.

Given the Director's seniority and extensive experience (more than 20 years), raising allegations of serious misconduct against me based solely on a lawful and procedurally required instruction is:

- Legally unfounded.
- Disproportionate to the facts.
- Potentially prejudicial to governance stability; and
- Suggestive of vexatious or frivolous conduct, as it lacks any substantive basis in law.

Officials at this level are expected to exercise sound judgment and a clear understanding of governance principles. Mischaracterizing a lawful oversight function as misconduct introduces unnecessary conflict into the administration and may undermine the integrity of municipal processes.

Yours sincerely



**ALDERMAN L M DE BRUYN**

**EXECUTIVE MAYOR**

**ITEM TITLE**

**C56/2026 DIRECTORATE CORPORATE SERVICES: DEPARTMENT ADMINISTRATION: APPOINTMENT OF A NEW MEMBER TO THE HUMAN SETTLEMENTS AND PLANNING PORTFOLIO COMMITTEE AS PART OF THE SECTION 80 COMMITTEES WHICH ASSIST THE EXECUTIVE MAYOR IN PERFORMING FUNCTIONS AND DUTIES TO REPLACE ALDERMAN DA APPEL**

*[English is the original version of the report]*

**FILE NUMBER**

3/3/6

**PURPOSE OF REPORT**

That Council considers the appointment of a new member of the Finance Portfolio Committee of Council to replace Alderman DA Appel.

**BACKGROUND**

Council appoints the following Councillors as Committee Members of the Human Settlements and Planning Portfolio Committee per Council Resolution C116/2025 during a Council Meeting held on 29 May 2025:

**Human Settlements and Planning Committee (5 members)**

Alderman S Fredericks - Chairperson – full-time Councillor  
Councillor PJ Stander  
Alderman CC Clayton  
Councillor H Syster  
Alderman D Appel

Secundi: Councillor D Jooste (for the Coalition)

Secundi: Councillor TP Lemina (for the Opposition)

**DISCUSSION**

An email request was received from the ANC Chief Whip, Alderman BB Mkhwibiso that as Alderman DA Appel who was nominated on the Finance Portfolio Committee during the Council Meeting of 22 January 2026, be replaced with Councillor M Shale as a Member on the Human Settlements and Planning Committee.

**LEGISLATIVE IMPLICATIONS**

None

**FINANCIAL IMPLICATIONS**

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None

**RISK MANAGEMENT IMPLICATIONS**

Not applicable

**RECOMMENDATION BY ITEM AUTHOR TO COUNCIL:**

It is recommended:

1. That Council appoints Councillor M Shale as a Member of the Human Settlements and Planning Portfolio Committee of Council to replace Alderman DA Appel.
2. That Council notes that the following Councillors will now serve as Members of the Human Settlements and Planning Committee:

**Alderman S Fredericks - Chairperson – full-time Councillor  
Councillor PJ Stander  
Alderman CC Clayton  
Councillor H Syster  
Councillor M Shale**

**Secundi: Councillor D Jooste (for the Coalition)**

**Secundi: Councillor TP Lemina (for the Opposition)**

**From:** Bongwiwe Mkhwibiso <bbongiwe mk@gmail.com>

**Sent:** Monday, February 2, 2026 6:56:00 AM

**To:** Weidon Wells <wwells@twk.gov.za>; Walter Hendricks <walterhe@twk.gov.za>; Marelize Faul <marelizefa@twk.gov.za>

**Subject:** Anc Human Settlements position

Good morning MM

I am writing this on behalf of the Anc Caucus in order to inform you that our Caucus took a position the Ald. Appel must serve in Finance Committee and that has been implemented. As he was also serving in Human Settlements Portfolio Committee, we decided that:

Ald Appel be replaced by Councillor Shale at Human Settlements Portfolio Committee.

I hope this is in order

Kind regards

Ald. Mkhwibiso

Anc Chief Whip  
060 463 4723

**ITEM HEADING****C57/2026 DIRECTORATE TECHNICAL- AND INFRASTRUCTURE IMPLEMENTATION SERVICES: REPORTING ON PERFORMANCE OF CONTRACTORS: OCTOBER – DECEMBER 2025**

*[English version of the report is the original]*

**FILE NUMBER**

8/2/3/5/5

**PURPOSE / AIM OF REPORT**

To present a report to Council in terms of the contract and performance management of the Technical- and Infrastructure Implementation Services Departments contractors for the period from October – December 2025 to ensure the municipality receives value for money and that contracts are completed on time and within the approved budget.

**BACKGROUND**

S116 (2) of the Municipal Finance management Act (No.56 of 2003) states that:

The accounting officer of a municipality or municipal entity must –

- a) take all reasonable steps to ensure that a contract or agreement procured through the supply chain management policy of the municipality of municipal entity is properly enforced;
- b) monitor on a monthly basis the performance of the contract under the contract or agreement;
- c) establish capacity in the administration of the municipality or municipal entity –
  - (i) to assist the accounting officer in carrying out the duties set out in paragraphs (a) and (b); and
  - (ii) to oversee the day-to-day management of the contract or agreement; and
- d) regularly report to Council of the municipality or the board of directors of the entity, as may be appropriate, on the management of the contract or agreement and the performance of the contract.

**DISCUSSION**

Reporting pattern of Technical- and Infrastructure Implementation Services:

<b>Department:</b>	<b>October 2025</b>	<b>November 2025</b>	<b>December 2025</b>
Technical- and Infrastructure Implementation Services	Submitted	Submitted	Submitted

Find attached checklists consisting of the summaries done for the Directorate Technical- and Infrastructure Implementation Services.

**No blockages occurred.**

**COMMENTS FROM THE OFFICE OF THE MUNICIPAL MANAGER**

Approved.

**COMMENTS FROM THE DIRECTORATE TECHNICAL AND INFRASTRUCTURE IMPLEMENTATION SERVICES**

Report is supported.

**FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

Can be found in checklists attached as Annexures. It can be costly to the municipality if reporting is not done correctly.

**LEGAL IMPLICATIONS (ITEM AUTHOR)**

Chapter 8 Municipal Finance Management Act. 56 of 2003.

**RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

Not applicable.

**RECOMMENDATION BY ITEM AUTHOR:**

**It is recommended that the Committee take cognisance of the report.**

**DISCUSSION DURING MEETING:**

Mr H Matthee:

The rugby field at Pineview Park will be ready for the 7<sup>th</sup> of March 2026.

The grass of the rugby field is 100% fine.

Compost and top dressing with water is all what the field is needed.

Currently use purified sewerage water.

**RECOMMENDATION BY THE TECHNICAL- AND INFRASTRUCTURE IMPLEMENTATION SERVICES COMMITTEE TO THE EMC: 03 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Alderman C Clayton, and seconded by Councillor D Jooste it was recommended as follows:

**That Council takes cognisance of the report.**

**RECOMMENDATION BY THE EMC TO COUNCIL: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by H Linnerts, and seconded by Alderman M Plato-Mentoor it was recommended as follows:

1. **That Council takes cognisance of the report.**
2. **The EMC noted that a site meeting has been scheduled for the 20<sup>th</sup> of February 2026 at the Pineview Park Sportsgrounds which will be attended by the Technical- and Infrastructure Implementation Services Committee Members; all the Councillors of Grabouw as well as the Director: Community Services; the Chairperson of the Community Services Committee; the Town Manager of Grabouw and the Health and Safety Officer of Theewaterskloof Municipality.**

**RECOMMENDATION BY ITEM AUTHOR:**

**It is recommended that Council takes cognisance of the report.**

## PMU

1. TECH0/2022/23: Provision of professional services: Eradication of septic tanks at Botrivier: ROMH Consulting Engineers.
2. TECH01/2022/23: Provision of professional services: Greyton water & sewer upgrades: UDS Africa
3. TECH01/2022/23: Provision of professional services: Grabouw Bulk water phase 5.3: Lukhozi Consulting Engineers
4. TECH01/2022/23: Provision of professional services: Gypsey Queen bulk water pipeline: Engineering Advice & Services
5. TECH01/2022/23: Provision of professional services: Tesselaarsdal water pipeline: DELTA BEC
6. TECH01/2022/23: Provision of professional services: Gypsey Queen bulk sewer pipeline: Engineering Advice & Services
7. ENG03/2024/25: Gypsy Queen bulk water and provision: Asla Construction
8. TECH01/2022/23: Botrivier WWTW PH 2 provision of professional Services: Water & Wastewater Engineering
9. ENG 11/2024/25: Upgrading of Botrivier WWTW Phase 2: JVZ Construction
10. ENG13/2023/24: Upgrading of Pineview sport ground phase Grabouw: Katemo General Trading: Contract terminated

PROJECT MANAGER: Nigel Kayser		PROJECT CHAMPION: Denver Damons	
Technical Services			
Dec-25			Funding Source
Complete Tender No. & Description	TECH 01/2022/23: Botriver septic tank eradication		Own Other
SDBIP REF			x
Service Provider	ROMH Consulting Engineers	Total Contract Amount (Excl VAT)	Value of VO's Approved
Commencement Date	04/06/2024	R321 365,00	Not applicable
Completion Date	30/06/2026		
Adjusted Contract Amount (Excl VAT)	R 321 365,00	Adjusted Completion Date	30/06/2026
Date of Report	31/12/2025	October	November
Report Numbers	14-16	14	15
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCIM Policy	Not applicable to TECH 01/2022/23		Not applicable to TECH 01/2022/23
Overall performance including Rand Value in terms of the Empowerment Goals	Not applicable to TECH 01/2022/23		Not applicable to TECH 01/2022/23
Overall Performance Incl. quality of work to date	ROMH consulting has completed the tender documentation and design stage. No further work has been completed		ROMH consulting has completed the tender documentation and design stage. No further work has been completed
Blockages and Problems	The Municipal Manager instructed that own funded projects be suspended.		The Municipal Manager instructed that own funded projects be suspended.
Recommended Action and Resolutions required to unblock blockages & problems	Project suspended. Awaiting funding to proceed		Project suspended. Awaiting funding to proceed
Actual Amount Paid to Date (Excl VAT)	R 0,00	R 0,00	R 159 744,00
Number of Invoices /Certificates	0	0	1
VOTE NUMBERS	076012700900	076012700900	076012700900
Disputed Invoices / Certificates	None	None	none
			December 16
			no

PROJECT MANAGER: Nigel Koyser		PROJECT CHAMPION: Denver Damons	
Dec-25		Technical Services	
Complete Tender No. & Description		Funding Source	
TECH 01/2022/23: Greyton water & sewer upgrading		Own	Other
SDBIP REF		x	
Service Provider: UDS AFRICA			
Commencement Date	25/04/2024	Total Contract Amount (Excl VAT)	Value of VO's Approved
Completion Date	30/06/2026	R 778 225,00	Not applicable
Adjusted Contract Amount (Excl VAT)	R 778 225,00	Adjusted Completion Date	Project on Time
			no
Date of Report	31/12/2025	October	November
Report Numbers	16-18	16	17
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		Not applicable to TECH 01/2022/23	Not applicable to TECH 01/2022/23
Overall performance including Rand Value in terms of the Empowerment Goals		Not applicable to TECH 01/2022/23	Not applicable to TECH 01/2022/23
Overall Performance incl. quality of work to date		UDS Africa consulting has completed the tender documentation and design stage. No further work has been completed	UDS Africa consulting has completed the tender documentation and design stage. No further work has been completed
Blockages and Problems		The Municipal Manager instructed that own funded projects be suspended.	The Municipal Manager instructed that own funded projects be suspended.
Recommended Action and Resolutions required to unblock blockages & problems		Project suspended. Awaiting funding to proceed	Project suspended. Awaiting funding to proceed
Actual Amount Paid to Date (Excl VAT)	R 0,00	R 0,00	R 223 938,00
Number of Invoices /Certificates	0	0	1
VOTE NUMBERS	077010500323	077010500324	077010500324
Disputed Invoices / Certificates	None	None	none

PROJECT MANAGER: Nigel Kayser		PROJECT CHAMPION: Denver Damons	
Dec-25	Technical Services		Funding Source
Complete Tender No. & Description	TECH 01/2022/23: Grabouw bulk water pipeline		Own Other
SDBIP REF			x
Service Provider	Lukhozi Consulting Engineers		
Commencement Date	25/04/2024	Total Contract Amount (Excl VAT)	Value of VO's Approved
Completion Date	30/06/2026	R354 123,13	Not applicable
Adjusted Contract Amount (Excl VAT)	R 354 123,13	Adjusted Completion Date	Project on Time
		Undetermined at this stage	no
Date of Report	31/12/2025	October	November
Report Numbers	16-18	16	17
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Not applicable to TECH 01/2022/23		Not applicable to TECH 01/2022/23
Overall performance including Rand Value in terms of the Empowerment Goals	Not applicable to TECH 01/2022/23		Not applicable to TECH 01/2022/23
Overall Performance Incl. quality of work to date	The engineers have completed the tender documentation and design stage. No further work has been completed		The engineers have completed the tender documentation and design stage. No further work has been completed
Blockages and Problems	The Municipal Manager instructed that own funded projects be suspended		The Municipal Manager instructed that own funded projects be suspended
Recommended Action and Resolutions required to unblock blockages & problems	Project suspended. Awaiting funding to proceed		Project suspended. Awaiting funding to proceed
Actual Amount Paid to Date (Excl VAT)	R 0,00	R 0,00	R 0,00
Number of Invoices /Certificates	0	0	0
VOTE NUMBERS	077010200330	077010200333	077010200330
Disputed Invoices / Certificates	None	None	none

PROJECT MANAGER: <i>Nigel Kayser</i>		PROJECT CHAMPION: <i>Denver Damons</i>	
Dec-25	Technical Services		Funding Source
Complete Tender No. & Description	<i>TECH 01/2022/23 Gypsy Queen bulk water provision</i>		Own Other
SDBIP REF	<i>KPI D1.424</i>		MIG
Service Provider	<i>Engineering Advice &amp; Services</i>		
Commencement Date	<i>10/04/2024</i>	Total Contract Amount (Excl VAT)	<i>R654 478,00</i>
Completion Date	<i>30/06/2026</i>	Value of VO's Approved	<i>Not applicable</i>
Adjusted Contract Amount (Excl VAT)	<i>R 654 478,00</i>	Adjusted Completion Date	<i>30/06/2026</i>
Date of Report	<i>31/12/2025</i>	October	November
Report Numbers	<i>16-18</i>	<i>16</i>	<i>17</i>
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	<i>Not applicable to TECH 01/2022/23</i>		<i>Not applicable to TECH 01/2022/23</i>
Overall performance including Rand Value in terms of the Empowerment Goals	<i>Not applicable to TECH 01/2022/23</i>		<i>Not applicable to TECH 01/2022/23</i>
Overall Performance Incl. quality of work to date	<i>The overall performance and quality of work done by EAS is of a good quality</i>		<i>Not applicable to TECH 01/2022/23</i>
Blockages and Problems	<i>None to report for October</i>		<i>None to report for November</i>
Recommended Action and Resolutions required to unblock blockages & problems	<i>None to report for October</i>		<i>None to report for November</i>
Actual Amount Paid to Date (Excl VAT)	<i>R 598 582,40</i>	<i>R 619 543,25</i>	<i>R 619 543,25</i>
Number of Invoices / Certificates	<i>4</i>	<i>5</i>	<i>5</i>
VOTE NUMBERS	<i>076010200091</i>	<i>076010200091</i>	<i>076010200091</i>
Disputed Invoices / Certificates	<i>None</i>		<i>none</i>

PROJECT MANAGER: Nigel Kayser		PROJECT CHAMPION: Denver Damons			
SDBIP REF					X
Service Provider	Delta BEC				
Commencement Date	07/06/2024	Total Contract Amount (Excl VAT)	R410 747,00	Value of VO's Approved	Not applicable
Completion Date	30/06/2026	Adjusted Completion Date		Undetermined at this stage	
Adjusted Contract Amount (Excl VAT)	R 410 747,00				Project on Time
					no
Date of Report	31/12/2025	October	November	December	
Report Numbers	14-16	14	15	16	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		Not applicable to TECH 01/2022/23	Not applicable to TECH 01/2022/23	Not applicable to TECH 01/2022/23	
Overall performance including Rand Value in terms of the Empowerment Goals		Not applicable to TECH 01/2022/23	Not applicable to TECH 01/2022/23	Not applicable to TECH 01/2022/23	
Overall Performance Incl. quality of work to date		Delta BEC has completed the design and tender stage. No further work has been undertaken	Delta BEC has completed the design and tender stage. No further work has been undertaken	Delta BEC has completed the design and tender stage. No further work has been undertaken	
Blockages and Problems		The Municipal Manager instructed that own funded projects be suspended	The Municipal Manager instructed that own funded projects be suspended	The Municipal Manager instructed that own funded projects be suspended	
Recommended Action and Resolutions required to unblock blockages & problems		Project suspended. Awaiting funding to proceed	Project suspended. Awaiting funding to proceed	Project suspended. Awaiting funding to proceed	
Actual Amount Paid to Date (Excl VAT)		R 0,00	R 0,00	R 200 778,00	
Number of Invoices / Certificates		0	0	2	
VOTE NUMBERS		077010100321	077010100321	077010100321	077010100321
Disputed Invoices / Certificates		None	None	None	none

PROJECT MANAGER: Nigel Kayser		PROJECT CHAMPION: Denver Damons		
Dec-25		Technical Services		
Complete Tender No. & Description		TECH 01/2022/23 Gypsy Queen bulk sewer provision		
SDBIP REF		KPI D1424		
Service Provider		Engineering Advice & Services		
Commencement Date		10/04/2024		
Completion Date		30/06/2026		
Adjusted Contract Amount (Excl VAT)		R 1 428 007,00		
Total Contract Amount (Excl VAT)		R 1 428 007,00		
Value of VO's Approved		Not applicable		
Adjusted Contract Amount (Excl VAT)		R 1 428 007,00		
Adjusted Completion Date		Undetermined at this stage		
Project on Time		no		
Date of Report	31/12/2025	October	November	December
Report Numbers	16-18	16	17	18
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Not applicable to TECH 01/2022/23	Not applicable to TECH 01/2022/23	Not applicable to TECH 01/2022/23	Not applicable to TECH 01/2022/23
Overall performance including Rand Value in terms of the Empowerment Goals	Not applicable to TECH 01/2022/23	Not applicable to TECH 01/2022/23	Not applicable to TECH 01/2022/23	Not applicable to TECH 01/2022/23
Overall Performance Incl. quality of work to date	EAS is performing well. The overall performance and quality of work is at a high standard	The overall performance being rendered is of a high standard	The overall performance and quality of work being rendered is of a high standard	Engineering Advice & Services has performed well on this contract thus far
Blockages and Problems	None to report for October	None to report for November	None to report for November	None to report for December
Recommended Action and Resolutions required to unblock blockages & problems	None to report	None to report for November	None to report for November	None to report for December
Actual Amount Paid to Date (Excl VAT)	R 1 413 651,65	R 1 413 651,65	R 1 413 651,65	R 1 413 651,65
Number of Invoices / Certificates	5	5	5	5
VOTE NUMBERS	076010200091	076010200091	076010200091	076010200091
Disputed Invoices / Certificates	None	None	None	none

PROJECT MANAGER: Nigel Kayser		PROJECT CHAMPION: Denver Damons		
Dec-25	Technical Services		Funding Source	
Complete Tender No. & Description	ENG 03/2024/25: Gypsy Queen bulk water & sewer service provision		Own	
SDBIP REF	RPI D1424	MIG	Other	
Service Provider	ASLA CONSTRUCTION			
Commencement Date	02/04/2025	Total Contract Amount (Excl VAT)	Value of VO's Approved	
Completion Date	02/10/2025	R8 062 940,00	444012,23	
Adjusted Contract Amount (Excl VAT)	R8 062 940,00	Adjusted Completion Date	Project on Time	
		Undetermined at this stage	no	
Date of Report	31/12/2025	October	November	December
Report Numbers	7-9	7	8	9
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	As per contract ENG 03/2024/25, special conditions of tender	As per contract ENG 03/2024/25, special conditions of tender	As per contract ENG 03/2024/25, special conditions of tender	As per contract ENG 03/2024/25, special conditions of tender
Overall performance including Rand Value in terms of the Empowerment Goals	The contractor is performing well and the quality of work is of a high standard	The contractor is performing well and the quality of work is of a high standard	The contractor is performing well and the quality of work is of a good quality	The contractor is supplying details related to the EPWP and job creation for reporting purposes. Asla have performed well and the quality of work is up to standard
Overall Performance Incl. quality of work to date	The contractor is performing well and the quality of work is of a high standard	The contractor is performing well and the quality of work is of a high standard	The overall performance and quality of work performed to date is of a good quality	The contractor is supplying details related to the EPWP and job creation for reporting purposes. Asla have performed well and the quality of work is up to standard
Blockages and Problems	None to report for October	None to report for October	None to report for November	None to report for December
Recommended Action and Resolutions required to unblock blockages & problems	None to report for October	None to report for October	None to report for November	None to report for December
Actual Amount Paid to Date (Excl VAT)	R 4 962 179,92	R 4 962 179,92	RS 886 413,18	R7 034 852,57
Number of Invoices /Certificates	6	6	7	8
VOTE NUMBERS	7601020091	7601020091	7601020091	7601020091
Disputed Invoices / Certificates	None	None	None	none

PROJECT MANAGER: Nigel Kayser		PROJECT CHAMPION: Denver Donnors	
Dec-25		Technical Services	
Complete Tender No. & Description		TECH 01/2022/23: BOTRIVIER WWTW PH 2 PROVISION OF PROFESSIONAL SERVICES	
SDBIP REF		KPI D1422	
Service Provider		Water & Wastewater Engineering	
Commencement Date		30/06/2025	
Completion Date		30/06/2028	
Adjusted Contract Amount (Excl VAT)		R 5 361 305,00	
Total Contract Amount (Excl VAT)		R 5 361 305,00	
Value of VO's Approved		Not applicable	
Project on Time		Yes	
Date of Report	31/12/2025	October	November
Report Numbers	5-7	5	6
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Not applicable	Not applicable	Not applicable
Overall performance including Rand Goals	Not applicable	Not applicable	Not applicable
Overall Performance Incl. quality of work to date	The engineer has rendered work of good quality to date	Water & wastewater engineering have performed well in the execution of the contract	This consulting engineer has performed well on this contract thus far
Blockages and Problems	None to report for October	None to report for November	None to report for December
Recommended Action and Resolutions required to unblock blockages & problems	None to report	None to report for November	None to report for December
Actual Amount Paid to Date (Excl VAT)	R 3 130 742,60	R 3 345 772,27	R 3 454 549,68
Number of Invoices / Certificates	5	6	7
VOTE NUMBERS	76010700900	76010700900	76010700900
Disputed Invoices / Certificates	none	none	none



PROJECT MANAGER: <i>Nigel Koyser</i>		PROJECT CHAMPION: <i>Denver Damons</i>	
Dec-25	Technical Services		Funding Source
Complete Tender No. & Description	<i>ENG 13/2023/24 Upgrading of Pine View Park sport ground Phase 1, Grabouw</i>		Own & M/G Other
SOBIP REF			<b>x</b>
Service Provider	<i>KATEMO GENERAL TRADING</i>		
Commencement Date	<i>16/01/2024</i>	Total Contract Amount (Excl VAT)	<i>536487,75</i>
Completion Date	<i>31/10/2025</i>	<i>R 7 405 559,94</i>	Value of VO's Approved
Adjusted Contract Amount (Excl VAT)	<i>R 7 405 559,94</i>	Adjusted Completion Date: to be determined	Undetermined at this stage
Date of Report	<i>31/12/2025</i>	October	November
Report Numbers	<i>22-24</i>	<i>22</i>	<i>23</i>
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	<i>Special conditions of tender to be met</i>		<i>Special conditions of tender to be met</i>
Overall performance including Rand Value in terms of the Empowerment Goals	<i>Special conditions of tender to be met</i>		<i>Special conditions of tender to be met</i>
Overall Performance Incl. quality of work to date	<i>The contract has been terminated due to the contractor's poor performance</i>		<i>The contract has been terminated due to the contractor's poor performance</i>
Blockages and Problems	<i>The contractor has until 21 November to challenge the termination</i>		<i>No challenge to the termination, apart from a lawyers letter, was received from the contractor. The contract is now considered terminated and Technical services will proceed with the completion of the project</i>
Recommended Action and Resolutions required to unblock blockages & problems	<i>Technical Services Department is currently investigating the scope of work to be completed. Once the termination of the contract is finalised we will complete the outstanding works in house</i>		<i>Technical Services Department is implementing the remainder of the scope of work.</i>
Actual Amount Paid to Date (Excl VAT)	<i>R 5 526 629,76</i>		
Number of Invoices /Certificates	<i>8</i>		
VOTE NUMBERS	<i>73115200121</i>		
Disputed Invoices / Certificates	<i>none</i>		<i>none</i>
		December	<i>24</i>

## SOLID WASTE

1. ENG05/2023/24: Provision of recycling services in Grabouw and Villiersdorp until June 2026: *Enviro Care*
2. ENG06/2023/24: Provision of recycling services in Grabouw and Villiersdorp until June 2026: *TWK Recycling*
3. Waste Disposal Agreement between ODM, Overstrand and TWK: *Overberg District Municipality*
4. Transport of containerized municipal solid waste and chipping of garden waste for the period from 1 July 2024 till 30 June 2027: *Enviroserve*
5. ENG01/2025/26: Provision of D6 dozer until 30 January 2026: *XMOORE*

PROJECT MANAGER:		Jeremy Prins		PROJECT CHAMPION:		Denver Damoms	
SDBIP REF: NA		Financial Services		ENG 05/2022/23: PROVISION OF RECYCLING SERVICE IN CALEDON, GREYTON & RIVIERSONDEREND FROM 1 MARCH 2024 TO 30 JUNE 2026		Funding Source	
Description		ENVIROCARE		Total Contract Amount		Own Other	
Service Provider		01-Mar-24		R 7 097 892,22		15510175690	
Commencement Date		30-Jun-26		Value of VO's Approved		15510475690	
Completion Date		N/A		Adjusted Completion Date		0	
Adjusted Contract Amount		N/A		N/A		Project on Time: YES	
Date of Report		OCT		NOV		DEC	
Report Numbers		19 20 21		Collaboration Number:		Collaboration Number:	
Indicate the Empowerment Goals that were set for this contract in		local labour		local labour		local labour	
Overall performance including		GOOD		GOOD		GOOD	
Overall Performance Incl. quality		0		0		0	
Blockages and Problems		0		0		0	
Recommended Action and		0		0		0	
Actual Amount Paid to Date		R 1 450 293,40		R 1 524 650,50		R 1 599 151,60	
Number of Invoices /Certificates		19		20		21	
Disputed Invoices / Certificates		0		0		0	

PROJECT MANAGER:		PROJECT CHAMPION:		Denver Damams	
SDBIP REF:NA NA		Financial Services		Finding Source	
Complete Tender No. & Description		ENG 05/2022/23: PROVISION OF RECYCLING SERVICE IN GRABOUW & VILLIERSDORP FROM 1 MARCH 2024 UNTIL 30 JUNE 2026		Own	Other
Service Provider		TWK RECYCLING		15510275690	15510375690
Commencement Date		01-Mar-24	Total Contract Amount	R 4 791 089,68	Value of VO's Approved
Completion Date		30-Jun-26			0
Adjusted Contract Amount		N/A	Adjusted Completion Date	N/A	Project on Time: NO
Date of Report		OCT	NOV	DEC	
Report Numbers	16 17 18	Collaboration Number:	Collaboration Number:	Collaboration Number:	
Indicate the Empowerment Goals that were set for this contract in					
Overall performance including					
Overall Performance Incl. quality					
Blockages and Problems					
Recommended Action and					
Actual Amount Paid to Date		R 1 020 458,90	R 1 106 777,40	R 1 149 936,65	
Number of Invoices / Certificates		16	17	18	
Disputed Invoices / Certificates		0	0	0	
		GOOD	GOOD	GOOD	
		NONE	NONE	NONE	
		NONE	NONE	NONE	

Quarterly (Oct -Dec 2025

PROJECT MANAGER:		Jeremy Prins	PROJECT CHAMPION:		Denver Damons	
SDBIP REF: N/A		Financial Services			Finding Source	
Complete Tender No. & Description		Karwyderskraal Waste Disposal SLA				
Service Provider		ODM				
Commencement Date		#REF!	Total Contract Amount	R 3 400 000,00	Value of VO's Approved	0
Completion Date		14-Apr-74				
Adjusted Contract Amount		Adjusted Completion Date		Project on Yes		
Date of Report		OCT	NOV	DEC		
Report Numbers	77 78 79	Collaboration Number:		Collaboration Number:		
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		Skills transfer for the operation of a Regional Landfill Site.	Skills transfer for the operation of a Regional Landfill Site.	Skills transfer for the operation of a Regional Landfill Site.		
Overall performance including Rand Value in terms of the Empowerment Goals		Overall performance is good. A Regional Monitoring committee meeting was held to discuss the facilities compliance against external audit that was conducted.	Overall performance is good. A Regional Monitoring committee meeting was held to discuss the facilities compliance against external audit that was conducted.	Overall performance is good. A Regional Monitoring committee meeting was held to discuss the facilities compliance against external audit that was conducted.		
Overall Performance Incl. quality of work to date		good	good	good		
Blockages and Problems		None	None	None		
Recommended Action and		n/a	n/a	n/a		
Actual Amount Paid to Date		R 1 112 464,65	R 1 385 936,79	R 3 776 681,97		
Number of Invoices /Certificates		77	78	79		
Disputed Invoices / Certificates		0	0	0		

Quarterly | Oct - Dec 2025

PROJECT MANAGER:		Jeremy Prins		PROJECT CHAMPION:		Denver Damoms	
SDBIP REF: N/A		Financial Services		2024 TILL FURTHER NOTICE		Finding Source	
Complete Tender No. & Description		TRANSPORT OF CONTAINERISED MUNICIPAL SOLID WASTE AND CHIPPING OF GARDEN WASTE FOR THE PERIOD FROM 1 JULY		2024 TILL FURTHER NOTICE		Own 015510175680, Other 015510275680,	
Service Provider		Enviroserv Waste Management					
Commencement Date		01-Feb-25		Total Contract Amount		Value of VO's Approved	
Completion Date		30-Jun-27		R28 686 981,90 exl Vat		0	
Adjusted Contract Amount		N/A		Adjusted Completion Date		N/A	
Date of Report		OCT		NOV		DEC	
Report Numbers		9 10 11		Collaboration Number:		Collaboration Number:	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		Teaching TWK employees/staff of Waste Facilities how to Separate Green Waste / how to Manage and Control to do proper seperation an chipping		Teaching TWK employees/staff at Waste Facilities how to Separate Green Waste / how to Manage and Control to do proper seperation an chipping	
Overall performance including Rand Value in terms of the Empowerment		Service was good		Making use of Local Drivers as for as possible and available.		Making use of Local Drivers as for as possible and available.	
Overall Performance Incl. quality of work to date		Service was good		Service was good		Service was good	
Blockages and Problemes		None		None		None	
Recommended Action and		None		None		None	
Actual Amount Paid to Date		R 6 641 359,79		R 7 068 373,77		R 7 466 811,90	
Number of Invoices / Certificates		9		10		11	
Disputed Invoices / Certificates		0		0		0	

Quarterly / April - June 2025

PROJECT MANAGER:		Jeremy Prins	PROJECT CHAMPION:	Denver Dairons	
SDBIP REF:	N/A	Financial Services		Ending Source	Own Other
Complete Tender No. & Description	Karwyderskraal Waste Disposal SLA				
Service Provider	ODM				
Commencement Date:	#REF!	Total Contract Amount	R 2 800 000,00	Value of VO's Approved	0
Completion Date	14-Apr-74				
Adjusted Contract Arr	Adjusted Completion Date		Project on Yes		
Date of Report	OCT	NOV	DEC		
Report Numbers	74 75 76	Collaboration Number:		Collaboration Number:	
Indicate the Empowerment Goals	0	Skills transfer for the operation of a Regional Landfill Site.	0	Skills transfer for the operation of a Regional Landfill Site.	
Overall performance	0	0	0	0	
Overall Performance	good	good	good	good	
Blockages and	0	None	None	None	
Recommended	0	n/a	n/a	n/a	
Actual Amount Paid to	R 0,00	R 0,00	R 155 724,00	R 155 724,00	
Number of Invoices	0	0	0	1	
Disputed Invoices / €	0	0	0	0	

PROJECT MANAGER:		Lester Parnell		PROJECT CHAMPION:		Denver Demons	
Complete Tender No. & Description		20 Year Contract: Overberg Water		Technical Services		Funding Source	
Service Provider		Overberg Water				Own Other	
Commencement Date		15-12-2010		Total Contract Amount		Value of VO's Approved	
Completion Date		None		R 24 957 000,00		None	
Adjusted Contract Amount		None		Adjusted Completion Date		Project on Time	
Date of Report		31 October 2025		30 November 2025		30 December 2025	
Report Numbers		4,5,6		Collaboration Number: 4		Collaboration Number: 5	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(b) of the SCM Policy		N/A		N/A		N/A	
Overall performance including financial Value in terms of the Empowerment Goals		N/A		N/A		N/A	
Overall Performance Incl. quality of work to date		Overall performance and deliverables is gradually increasing with specific focus on communication and resource sharing		Overall performance and deliverables has been reached in terms of the contract with regards to quality and delivery. Overberg water is currently supplying Caledon, Middelton with SANS 241 drinking water.		Overall performance and deliverables is gradually increasing with specific focus on communication and resource sharing. Invoices for December 2025 not yet received.	
Blockages and Problems		None		None		None	
Recommended Action and Resolutions required to unblock blockages & problems		Quarterly meeting held to discuss SLA and how to improve on the desired deliverables.		Quarterly meeting held to discuss SLA and how to improve on the desired deliverables.		None Required	
Actual Amount Paid to Date		R10 481 048,81		R13 152 509,34		R 13 152 509,34	
Number of Invoices / Certificates		8		10		10	
Disputed Invoices / Certificates		no		no		no	

PROJECT MANAGER:		Lester Parnell		PROJECT CHAMPION:		Denver Damons	
		Technical Services				Funding Source	
Complete Tender No. & Description		ENG08/2024/25 - THE WEB BASED REMOTE MONITORING OF ALL WATER AND SEWAGE INFRASTRUCTURE IN THE THREEWATERSKLOOF AREA FOR A THREE-YEAR PERIOD				Own	Other
Service Provider		FLOTRON					
Commencement Date		21/12/2021					
Completion Date		05-Jan-28		Total Contract Amount	No direct budget allocated. Departments TECH and COMM SERV. make use of operational rates for water and sanitation.	Value of VO's Approved	None
Adjusted Contract Amount		None		Adjusted Completion Date		None	
Date of Report		31 October 2025		30 November 2025		30 December 2025	
Report Numbers		4,5,6		Collaboration Number: 4		Collaboration Number: 5	
Overall performance Inci. quality of work to date		N/A		N/A		N/A	
Indicate the Empowerment Goals that were set for this Overall performance Including Rand Value in terms of the		N/A		N/A		N/A	
Overall Performance Incl. quality of work to date		Although a lot of quotations have been requested from the different towns. Official orders need to be issued by the Municipality. Funding may be an issue		Although a lot of quotations have been requested from the different towns. Official orders need to be issued by the Municipality. Funding may be an issue		Although a lot of quotations have been requested from the different towns. Official orders need to be issued by the Municipality. Funding may be an issue	
Blockages and Problems		No work done		No work done		none to report on	
Recommended Action and Resolutions required to unblock blockages & problems		n/a		n/a		n/a	
Actual Amount Paid to Date		R228 714,00		R2 287 140,00		R 228 714,00	
Number of Invoices /Certificates		3		3		3	
Disputed Invoices / Certificates		no		no		no	

PROJ-A2-Q27ECT MANAGER:		Lester Parnell		PROJECT CHAMPION:		Denver Damons	
		Technical Services				Funding Source	
Complete Tender No. & Description		Three Year SLA - Greenland Water Users Association - Provision of Bulk Raw Water to Grabouw				Own	
Service Provider		GWUA				Other	
Commencement Date		12-Nov-24	Total Contract Amount	R 1 200 000,00	Value of VO's Approved	None	
Completion Date		12-Nov-27	Adjusted Completion Date	None	Project on Time	yes	
Adjusted Contract Amount							
Date of Report		31 October 2025		30 November 2025		30 December 2025	
Report Numbers		4,5,6		Collaboration Number: 4		Collaboration Number: 5	
Indicate the Empowerment Goals that were set		N/A		N/A		N/A	
Overall performance including Rand Value in		N/A		N/A		N/A	
Overall Performance Incl. quality of work to date		Overall performance and deliverables has been reached in gradually increasing with specific focus on		Overall performance and deliverables has been reached in terms of the contract with regards to quality and delivery.		Overall performance and deliverables is good.	
Blockages and Problems		None		None		December invoice not yet received	
Recommended Action and Resolutions required		Quarterly meeting held to discuss SLA and		Quarterly meeting held to discuss SLA and how to improve.		None required	
Actual Amount Paid to Date		R291 110,42		R345 883,28		R 345 883,28	
Number of Invoices / Certificates		4		5		5	
Disputed Invoices / Certificates		no		no		no	

PROJECT MANAGER:		Lester Parnell		PROJECT CHAMPION:		Denver Damons	
		Technical Services		Funding Source			
Complete Tender No. & Description		SUPPLY AND DELIVERY OF CATIONIC DRUMS TO CALEDON - LP 01/2025/26		Own		Other	
Service Provider		TOSAS					
Commencement Date		15/08/2025		Value of VO's Approved		None	
Completion Date		31/08/2025		Total Contract Amount		R 297 802,51	
Adjusted Contract Amount		None		Adjusted Completion Date		31/12/2025	
Date of Report		31 October 2025		30 November 2025		30 December 2025	
Report Numbers		1,2,3		Collaboration Number:1		Collaboration Number:2	
Overall performance including Rand Value in terms of the		N/A		N/A		N/A	
Overall Performance incl. quality of work to date		Overall performance is good		Overall performance is good		Overall performance is good	
Blockages and Problems		84 DRUMS WERE DELIVERED AS PER CREDIT AGREEMENT WITH TOSAS. INVOICES HAD TO BE PAID FIRST BEFORE NEXT DELIVERY COULD TAKE PLACE		6 drums still needs to be collected from TOSAS. To be completed the 1st week in December 2025		6 drums have been delivered. Invoice still to be paid.	
Recommended Action and Resolutions required to unblock		n/a		n/a		n/a	
Actual Amount Paid to Date		R278 665,84		R278 665,84		R 278 665,84	
Number of Invoices / Certificates		1		1		1	
Disputed Invoices / Certificates		no		no		no	

PROJECT MANAGER:		Lester Parnell		PROJECT CHAMPION:		Denver Damons		Funding Source	
		Technical Services						Own	Other
Complete Tender No. & Description		LUKHOZI - DAMAGED PAVILLION AT THE CALEDON SPORTFIELD - TECH 01/2022/23							
Service Provider		LUKHOZI							
Commencement Date		01-Jun-25	Total Contract Amount		R 169 916,00	Value of VO's Approved		None	
Completion Date		30-Jun-26	Adjusted Completion Date		None	Project on Time		yes	
Adjusted Contract Amount		None		30 November 2025		30 December 2025			
Date of Report		31 October 2025		Collaboration Number:5		Collaboration Number:6			
Report Numbers		5,6		N/A		N/A			
Indicate the Empowerment Goals that were set for this		N/A		N/A		N/A			
Overall performance including Rand Value in terms of the		N/A		Overall performance is good. Physical project starts in January 2026		Overall performance is good. Physical project starts in January 2026			
Overall Performance Incl. quality of work to date		N/A		None to report (N/A)		None to report (N/A)			
Blockages and Problems		No work done		n/a		R 26 072,80		1	
Recommended Action and Resolutions required to unblock		n/a		1		no		no	
Actual Amount Paid to Date		n/a		R 26 072,80		R 26 072,80		1	
Number of Invoices /Certificates		1		no		1		no	
Disputed Invoices / Certificates		1		no		1		no	

## ELECTRICITY

1. ELEC01/2023/24: Tender for labour cost: Standby and Maintenance in Theewaterskloof Area, electrical department: New Contract: Greyton Area: Greyton Electrical
2. ELEC01/2023/24: Tender for labour cost: Standby and Maintenance in Theewaterskloof Area, electrical department: New Contract: Riversonderend: Greyton Electrical
3. ELEC02/2023/24: Tender for medium voltage switchgear maintenance and emergency repair work for Theewaterskloof area, Electrical Department 3 Year contract TWK area: De Kock & Cronje
4. TECH01/2022/23: Electrification of informal houses Riemvasmaak Caledon: Lyners Consulting Eng.
5. ELEC04/2024/25: Electrification of informal houses Riemvasmaak, Caledon: Adenco Construction

Contract Manager	M Theunissen		Contract Owner	Z Benjamin	
Directorate	Electrical Services			Funding Source	
Complete Tender No. & Description	ELEC 01/2023/24 Tender for Labour cost, Standby and Maintenance in TWK area (Greyton) Year 3			Own	Other
Service Provider	Greyton Electrical			OWN	
Commencement Date	10-Nov-23	Total Contract Amount (Vat excl.)	R 248 313 (25/26)	Value of Expansions Approved (Vat excl.)	R0.00
Completion Date	30-Jun-26				
Adjusted Contract Amount		Adjusted Completion Date		Project on Time	YES
Date of Report	31 October 2025		30 November 2025		31 December 2025
Report Numbers	24		25		26
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Local Contractor		Local Contractor		Local Contractor
Overall performance including Rand Value in terms of the Empowerment Goals	Good		Good		Good
Overall Performance incl. quality of work to date	Good		Good		Good
Blockages and Problems	None		None		None
Recommended Action and Resolutions required to unblock blockages & problems					
Actual Amount Paid to Date (Vat excl.)	R 132,035.81		R 209,062.88		R 295,084.12
Number of Invoices /Certificates	3		4		5
Disputed Invoices / Certificates	None		None		None

Contract Manager	M Theunissen		Contract Owner		Z Benjamin	
Directorate	Electrical Services				Funding Source	
Complete Tender No. & Description	ELEC 01/2023/24 Tender for Labour cost, Standby and Maintenance in TWK area (RSE) Year 3				Own	Other
Service Provider	Greyton Electrical				OWN	
Commencement Date	10-Nov-23	Total Contract Amount (Vat excl.)	R248 313 (25/26)	Value of Expansions Approved (Vat excl.)	R0.00	
Completion Date	30-Jun-26	Adjusted Completion Date		Project on Time		YES
Adjusted Contract Amount	31 October 2025		30 November 2025		31 December 2025	
Date of Report	31 October 2025		30 November 2025		31 December 2025	
Report Numbers	24		25		26	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Local Contractor		Local Contractor		Local Contractor	
Overall performance including Rand Value in terms of the Empowerment Goals	Good		Good		Good	
Overall Performance Incl. quality of work to date	Good		Good		Good	
Blockages and Problems	None		None		None	
Recommended Action and Resolutions required to unblock blockages & problems						
Actual Amount Paid to Date (Vat excl.)	R 87,858.70		R 124,984.24		R 178,579.30	
Number of Invoices /Certificates	3		4		5	
Disputed Invoices / Certificates	None		None		None	

Contract Manager	M Theunissen		Contract Owner	Z Benjamin	
Directorate	Electrical Services			Funding Source	
Complete Tender No. & Description	ELEC 02/2023/24 Medium Voltage Switchgear maintenance and Emergency repair work			Own	Other
Service Provider	De Kock & Cronje			OWN	
Commencement Date	1-Nov-23	Total Contract Amount (Vat excl.)	R360 000 (25/26)	Value of Expansions Approved (Vat excl.)	R0.00
Completion Date	30-Jun-26				
Adjusted Contract Amount		Adjusted Completion Date		Project on Time	YES
Date of Report	31 October 2025		30 November 2025		31 December 2025
Report Numbers	24		25		26
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Specialized work ELEC 02/2023/24	Specialized work ELEC 02/2023/24	Specialized work ELEC 02/2023/24	Specialized work ELEC 02/2023/24	Specialized work ELEC 02/2023/24
Overall performance including Rand Value in terms of the Empowerment Goals	No Work Done	Good	Good	Good	Good
Overall Performance incl. quality of work to date	No Work Done	Good	Good	Good	Good
Blockages and Problems	None	None	None	None	None
Recommended Action and Resolutions required to unblock blockages & problems					
Actual Amount Paid to Date (Vat excl.)	R 0.00	R 20,065.52	R 20,065.52	R 20,065.52	R 20,065.52
Number of Invoices / Certificates	0	1	1	1	1
Disputed Invoices / Certificates	None	None	None	None	None

Contract Manager	M Theunissen		Contract Owner	Z Benjamin		
Directorate	Electrical Services				Funding Source	
Complete Tender No & Description	TECH01/2022/23 Appointment of Consulting Eng for Tender ELEC 04/2024/25 Electrification Informal houses in Riemvasmaak Caledon				Own	Other
Service Provider	Lyners Consulting Eng				INEP	
Commencement Date	19-Jul-24	Total Contract Amount (Vat incl.)	R3,567,383.00	Value of Expansions Approved (Vat excl.)	R0.00	
Completion Date	30-Jun-27	Adjusted Completion Date		30-Jun-25	Project on Time	YES
Adjusted Contract Amount	31 October 2025		30 November 2025		31 December 2025	
Date of Report	14		15		16	
Report Numbers	In terms of TECH 01		In terms of TECH 01		In terms of TECH 01	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Good		Good		Good	
Overall performance including Rand Value in terms of the Empowerment Goals	The Consultant's performance has been satisfactory to date		The Consultant's performance has been satisfactory to date		The Consultant's performance has been satisfactory to date	
Overall Performance Incl. quality of work to date	None		None		None	
Blockages and Problems	Recommended Action and Resolutions required to unblock blockages & problems					
Actual Amount Paid to Date (Vat excl.)	R 405,805.49		R 405,805.49		R 405,805.49	
Number of Invoices / Certificates	2		2		2	
Disputed Invoices / Certificates	None		None		None	

Contract Manager	M Theunissen		Contract Owner	Z Benjamin		
Directorate	Electrical Services				Funding Source	
Complete Tender No. & Description	ELEC 04/2024/25 Electrification of informal houses Riemvosmaak Caledon				Own	Other
Service Provider	Adenco Construction				OWN	
Commencement Date	19-Mar-25	Total Contract Amount (Vat incl.)	R3,647,339.15	Value of Expansions Approved (Vat excl.)	R0.00	
Completion Date	30-Jun-26					
Adjusted Contract Amount	Adjusted Completion Date		30-Jun-26	Project on Time	YES	
Date of Report	31 October 2025		30 November 2025		31 December 2025	
Report Numbers	Z		g		e	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	As per special conditions of ELEC 04/2024/25		As per special conditions of ELEC 04/2024/25		As per special conditions of ELEC 04/2024/25	
Overall performance including Rand Value in terms of the Empowerment Goals	Good		Good		Good	
Overall Performance incl. quality of work to date	The Consultant's performance has been satisfactory to date		The Consultant's performance has been satisfactory to date		The Consultant's performance has been satisfactory to date	
Blockages and Problems	None		None		None	
Recommended Action and Resolutions required to unblock blockages & problems						
Actual Amount Paid to Date (Vat excl.)	R 2,092,383.04		R 2,092,383.04		R 2,092,383.04	
Number of Invoices / Certificates	3		3		3	
Disputed Invoices / Certificates	None		None		None	

**ITEM HEADING****C58/2026 DIRECTORATE TECHNICAL- AND INFRASTRUCTURE IMPLEMENTATION SERVICES: REPORTING ON PERFORMANCE OF CONTRACTORS FOR JANUARY 2026**

*[English version of the report is the original]*

**FILE NUMBER**

8/2/3/5/5

**PURPOSE / AIM OF REPORT**

KPI 213 of the SDBIP for the Directorate Technical and Infrastructure Services determines the following:

Compile a report on the performance of service providers applicable to the Directorate and submit to Council monthly.

To present a report to Council in terms of the contract and performance management of the Technical Departments contractors for January 2026 to ensure the municipality receives value for money and the contracts are completed on time and within the approved budget.

**BACKGROUND**

S116 (2) of the Municipal Finance management Act (No. 56 of 2003) states that:

The accounting officer of a municipality or municipal entity must -

1. take all reasonable steps to ensure that a contract or agreement procured through the supply chain management policy of the municipality or municipal entity is properly enforced;
2. monitor on a monthly basis the performance of the contract under the contract or agreement;
3. establish capacity in the administration of the municipality or municipal entity - (i) to assist the accounting officer in carrying out the duties set out in paragraphs (a) and (b); and  
(ii) to oversee the day-to-day management of the contract or agreement; and
4. regularly report to Council of the municipality or the board of directors of the entity, as may be appropriate, on the management of the contract or agreement and the performance of the contract.

**DISCUSSION**

Reporting pattern of Technical Services

Department	January 2026
Technical Services	Submitted

Find attached checklists consisting of the summaries done for Technical Services:

Tender no	Service Provider	Blockages	Reason
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		No Blockages	
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**COMMENTS FROM THE DIRECTORATE TECHNICAL AND INFRASTRUCTURE IMPLEMENTATION SERVICES**

Recommendation supported

**FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

Can be found in checklists attached as Annexures. It can be costly to the municipality if reporting is not done correctly.

**LEGAL IMPLICATIONS (ITEM AUTHOR)**

Chapter 8 Municipal Finance Management Act. 56 of 2003.

**RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

None

**RECOMMENDATION BY ITEM AUTHOR TO COUNCIL:**

**It is recommended that Council take cognisance of the report regarding the performance of service providers for the month of January 2026 for the Directorate Technical- and infrastructure Implementation Services**

## PMU

1. TECH0/2022/23: Provision of professional services: Eradication of septic tanks at Botrivier: *ROMH Consulting Engineers*.
2. TECH01/2022/23: Provision of professional services: Greyton water & sewer upgrades: *UDS Africa*
3. TECH01/2022/23: Provision of professional services: Grabouw Bulk water phase 5.3: *Lukhozi Consulting Engineers*
4. TECH01/2022/23: Provision of professional services: Gypsy Queen bulk water pipeline: *Engineering Advice & Services*
5. TECH01/2022/23: Provision of professional services: Tesselaarsdal water pipeline: *DELTA BEC*
6. TECH01/2022/23: Provision of professional services: Gypsy Queen bulk sewer pipeline: *Engineering Advice & Services*
7. ENG03/2024/25: Gypsy Queen bulk water and provision: *Asla Construction*
8. TECH01/2022/23: Botrivier WWTW PH 2 provision of professional Services: *Water & Wastewater Engineering*
9. ENG 11/2024/25: Upgrading of Botrivier WWTW Phase 2: *JVZ Construction*
10. LP03/2025/26: Leasing of a 1 Ton mini excavator to Pineview Sport field: *NICAUD Trading 12*

Project Name	TECH 01/2022/23: Provision of professional services: Eradication of Septic Tanks at Botrivier						Report No.	20	Date of Report	30/01/2026
Contract Number	TECH 01/2022/23	ROMH Consulting Engineers								
SDBIP Ref No.	Service Provider	Total Awarded Contract Amount (Vat excl.)	07601270901	R321 365,00	Commencement Date	04/06/2024	Original Completion Date	30/06/2026		
Project on Time?	mSCOA Config Code (vote no.)	Adjusted Completion Date	Extension of time granted ? - days	Value of VO's approved	Value of Expansions approved (Vat excl.)	Not applicable	Value of Expansions approved (Vat excl.)	Not applicable		
Adjusted Contract Value with Expansions included(Vat excl.)	Number of Invoices/Certificates	Disputed Invoices/ Certificates (Y/N)	Number of Invoices/Certificates	Actual Amount Paid to Date(Vat Excl.)	Date of Practical Completion Certificate	No	R159 744,00	Not yet known		
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Not applicable to TECH 01/2022/23									
Overall performance including Rand Value in terms of the Empowerment Goals	Not applicable to TECH 01/2022/23									
Overall performance including quality of work to date	ROMH consulting has completed the tender documentation and design stage. No further work has been completed									
Blockages and problems experienced	The Municipal Manager instructed that own funded projects be suspended.									
Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible	Project suspended. Awaiting funding to proceed									
Directorate	Technical Services :PMU	Contract Owner	Denver Damons	Contract Manager	Nigel Kayser					

Project Name		TECH 01/2022/23: Provision of professional services: Greyton water & sewer upgrades				Report No. 22	Date of Report	30/01/2026		
Contract Number	TECH 01/2022/23	Service Provider	UDS Africa							
SDBIP Ref No.		mSCOA Config Code (vote no.)	077010500324	Total Awarded Contract Amount (Vat excl.)	R778 225,00	Commencement Date	25/04/2024	Original Completion Date	30/06/2026	
Project on Time?	No	Extension of time granted? - days	not applicable	Adjusted Completion Date	Undetermined at this stage	Value of VO's approved	Not applicable	Value of Expansions approved (Vat excl.)	Not applicable	
Adjusted Contract Value with Expansions included(Vat excl.)	N/a	Number of Invoices/Certificates	1	Disputed Invoices/ Certificates (Y/N)	No	Actual Amount Paid to Date(Vat Excl.)	R223 938,00	Date of Practical Completion Certificate	Not yet known	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		Not applicable to TECH 01/2022/23								
Overall performance including Rand Value in terms of the Empowerment Goals		Not applicable to TECH 01/2022/23								
Overall performance including quality of work to date		UDS Africa consulting has completed the tender documentation and design stage. No further work has been completed								
Blockages and problems experienced		The Municipal Manager instructed that own funded projects be suspended.								
Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible		Project suspended. Awaiting funding to proceed								
Directorate		Technical Services :PMU		Contract Owner		Denver Damons		Contract Manager		Nigel Kayser

Project Name		TECH 01/2022/23: Provision of professional services: Grabouw bulk water Phase 5.3					Report No. 22	Date of Report	30/01/2026
Contract Number	TECH 01/2022/23	Service Provider	Lukhozi Consulting Engineers						
SDBIP Ref No.		mSCOA Config Code (vote no.)	077040200333	Total Awarded Contract Amount (Vat excl.)	R354 123.13	Commencement Date	25/04/2024	Original Completion Date	30/06/2026
Project on Time?	No	Extension of time granted ? - days	not applicable	Adjusted Completion Date	Undetermined at this stage	Value of VO's approved	Not applicable	Value of Expansions approved (Vat excl.)	Not applicable
Adjusted Contract Value with Expansions included(Vat excl.)	N/a	Number of Invoices/Certificates	0	Disputed Invoices/ Certificates (Y/N)	No	Actual Amount Paid to Date(Vat Excl.)	R0,00	Date of Practical Completion Certificate	Not yet known
<b>Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy</b>		Not applicable to TECH 01/2022/23							
<b>Overall performance including Rand Value in terms of the Empowerment Goals</b>		Not applicable to TECH 01/2022/23							
<b>Overall performance including quality of work to date</b>		The engineers have completed the tender documentation and design stage. No further work has been completed							
<b>Blockages and problems experienced</b>		The Municipal Manager instructed that own funded projects be suspended							
<b>Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible</b>		Project suspended. Awaiting funding to proceed							
<b>Directorate</b>		Technical Services :PMU		Contract Owner		Denver Damons		Contract Manager	
								Nigel Kayser	

Project Name		TECH 01/2022/23: Provision of professional services: Gypsy Queen bulk water pipeline					Report No. 22	Date of Report	30/01/2026
Contract Number	TECH 01/2022/23	Service Provider	Engineering Advice & Services						
SDBIP Ref No.	D349	mSCOA Conflig Code (vote no.)	076010200091	Total Awarded Contract Amount (Vat excl.)	R654 478,00	Commencement Date	10/04/2024	Original Completion Date	30/06/2026
Project on Time?	Yes	Extension of time granted ? - days	not applicable	Adjusted Completion Date	Undetermined at this stage	Value of VO's approved	Not applicable	Value of Expansions approved (Vat excl.)	Not applicable
Adjusted Contract Value with Expansions included(Vat excl.)	N/a	Number of Invoices/Certificates	5	Disputed Invoices/ Certificates (Y/N)	No	Actual Amount Paid to Date(Vat Excl.)	R619 543,25	Date of Practical Completion Certificate	Not yet known
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		Not applicable to TECH 01/2022/23							
Overall performance including Rand Value in terms of the Empowerment Goals		Not applicable to TECH 01/2022/23							
Overall performance including quality of work to date		The performance of the engineers has been exemplary to date							
Blockages and problems experienced		None to report for January. The contractor reached practical completion stage in December							
Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible		None to report for January. The contractor reached practical completion stage in December							
Directorate	Technical Services :PMU		Contract Owner	Denver Damons	Contract Manager	Nigel Kayser			

Project Name		TECH 01/2022/23: Provision of professional services: Tesselarsdal water pipeline					Report No. 22	Date of Report	30/01/2026
Contract Number	TECH 01/2022/23	Service Provider	DELTA BEC						
SDBIP Ref No.	D342	mSCOA Confiq Code (vote no.)	077010100323	Total Awarded Contract Amount (Vat)	R410 747,00	Commencement Date	07/06/2024	Original Completion Date	30/06/2026
Project on Time?	Yes	Extension of time granted? - days	not applicable	Adjusted Completion Date	Undetermined at this stage	Value of VO's approved	Not applicable	Value of Expansions approved (Vat excl.)	Not applicable
Adjusted Contract Value with Expansions included (Vat excl.)	N/a	Number of Invoices/Certificates	2	Disputed Invoices/ Certificates (Y/N)	No	Actual Amount Paid to Date (Vat Excl.)	R200 778,00	Date of Practical Completion Certificate	Not yet known
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		Not applicable to TECH 01/2022/23							
Overall performance including Rand Value in terms of the Empowerment Goals		Not applicable to TECH 01/2022/23							
Overall performance including quality of work to date		Delta BEC has completed the design and tender stage. No further work has been undertaken							
Blockages and problems experienced		The Municipal Manager instructed that own funded projects be suspended							
Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible		Project suspended. Awaiting funding to proceed							
Directorate	Technical Services :PMU	Contract Owner	Denver Damons	Contract Manager	Nigel Kayser				

Project Name	TECH 01/2022/23: Provision of professional services: Gypsy Queen bulk sewer pipeline				Report No. 23	Date of Report	30/01/2026		
Contract Number	TECH 01/2022/23	Service Provider	Engineering Advice & Services						
SDBIP Ref No.	D349	mSCOA Config Code (vote no.)	076010200091	Total Awarded Contract Amount (Vat excl.)	R1 428 006,50	Commencement Date	10/04/2024	Original Completion Date	30/06/2026
Project on Time?	Yes	Extension of time granted ? - days	not applicable	Adjusted Completion Date	Undetermined at this stage	Value of VO's approved	Not applicable	Value of Expansions approved (Vat excl.)	Not applicable
Adjusted Contract Value with Expansions Included(Vat excl.)	N/a	Number of Invoices/Certificates	5	Disputed Invoices/ Certificates (Y/N)	No	Actual Amount Paid to Date(Vat Excl.)	R1 413 651,65	Date of Practical Completion Certificate	Not yet known
<b>Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy</b>	Not applicable to TECH 01/2022/23							Date of Final Completion certificate	Not yet known
<b>Overall performance including Rand Value in terms of the Empowerment Goals</b>	Not applicable to TECH 01/2022/23								
<b>Overall performance including quality of work to date</b>	The performance of the engineers has been exemplary to date								
<b>Blockages and problems experienced</b>	None to report for January								
<b>Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible</b>	None required								
<b>Directorate</b>	Technical Services :PMU		<b>Contract Owner</b>	Denver Damons	<b>Contract Manager</b>	Nigel Kayser			

Project Name		ENG 03/2024/25: Gypsy Queen bulk water and sewer provision				Report No.	10	Date of Report	30/01/2026
Contract Number		ENG 03/2024/25 Service Provider Asla Construction							
SDBJP Ref No.	D349	mSCOA Config Code (vote no.)	076010200091	Total Awarded Contract Amount (Vat excl.)	R8 062 939,98	Commencement Date	02/04/2025	Original Completion Date	02/10/2025
Project on Time?	No	Extension of time granted ? - days	Yes	Adjusted Completion Date	27/11/2025	Value of VO's approved	R 1 058 304,74	Value of Expansions approved (Vat excl.)	Not applicable
Adjusted Contract Value with Expansions included(Vat excl.)	N/a	Number of Invoices/Certificates	8	Disputed Invoices/ Certificates (Y/N)	No	Actual Amount Paid to Date(Vat Excl.)	R7 034 852,57	Date of Practical Completion Certificate	27/11/2025
<b>Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy</b>		As per contract ENG 03/2024/25, special conditions of tender							
<b>Overall performance including Rand Value in terms of the Empowerment Goals</b>		The contractor is supplying details related to the EPWP and job creation for reporting purposes.							
<b>Overall performance including quality of work to date</b>		Construction completed. The contractor performed well in reach completion stage in December							
<b>Blockages and problems experienced</b>		None to report for January							
<b>Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible</b>		None required							
<b>Directorate</b>	Technical Services :PMU		<b>Contract Owner</b>	Denver Damons	<b>Contract Manager</b>	Nigel Kayser			

Project Name		TECH 01/2022/23: BOTRIVIER WWTW PH 2 PROVISION OF PROFESSIONAL SERVICES					Report No.	8	Date of Report	30/01/2026
Contract Number	TECH 01/2022/23	WATER & WASTEWATER ENGINEERING								
SDBIP Ref No.	Service Provider	mSCOA Conflq Code (vote no.)	76011700900	Total Awarded Contract Amount (Vat excl.)	R6 165 501,00	Commencement Date	30/06/2025	Original Completion Date	30/06/2028	
Project on Time?	Yes	Extension of time granted? - days	not applicable	Adjusted Completion Date	N/A	Value of VO's approved	Not applicable	Value of Expansions approved (Vat excl.)	Not applicable	
Adjusted Contract Value with Expansions included(Vat excl.)	N/a	Number of Invoices/Certificates	7	Disputed Invoices/ Certificates (Y/N)	No	Actual Amount Paid to Date(Vat Excl.)	R3 454 549,68	Date of Practical Completion Certificate	N/A	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		Not applicable								
Overall performance including Rand Value in terms of the Empowerment Goals		Not applicable								
Overall performance including quality of work to date		The engineers have performed well to date								
Blockages and problems experienced		None to report for January								
Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible		None required								
Directorate	Technical Services :PMU			Contract Owner	Denver Damons		Contract Manager	Nigel Kayser		

Project Name		ENG 11/2024/25: Upgrading of Botrivier WWTW Phase 2				Report No.	7	Date of Report	30/01/2026
Contract Number	ENG 11/2024/25	Service Provider JVZ Construction							
SDBIP Ref No.	mSCOA Config Code (vote no.)	Total Awarded Contract Amount (Vat excl.)	Commencement Date	Original Completion Date	Value of Expansions approved (Vat excl.)	Adjusted Completion Date	Value of VO's approved	Date of Practical Completion Certificate	31/07/2026
Project on Time?	Yes	not applicable	N/A	R33 072 043,00	R 17 733,26				Not applicable
Adjusted Contract Value with Expansions included (Vat excl.)	N/a	Number of Invoices/Certificates	5	Disputed Invoices/Certificates (Y/N)	No	Actual Amount Paid to Date (Vat Excl.)	R5 756 349,49	Date of Practical Completion Certificate	31/07/2026
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		As per contract ENG 11/2024/25, special conditions of tender							
Overall performance including Rand Value in terms of the Empowerment Goals		Monthly reporting in terms of special conditions of contract							
Overall performance including quality of work to date		The contractor has performed well thus far							
Blockages and problems experienced		None to report for January							
Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible		None required							
Directorate	Technical Services :PMU	Contract Owner	Denver Damons	Contract Manager	Nigel Kayser				

Project Name	LP03/2025/26: LEASING OF A 1 TON MINI EXCAVATOR TO PINE VIEW SPORT FIELD				Report No.	1	Date of Report	30/01/2026
Contract Number	NICAUD TRADING 12							
SDBIP Ref No.	mSCOA Config Code (vote no.)	Total Awarded Contract Amount (Vat excl.)	Commencement Date	Original Completion Date	Value of VO's approved	Value of Expansions approved (Vat excl.)	Date of Practical Completion Certificate	Date of Final Completion certificate
LP 03/2025/26	Service Provider	R174 950,00	18-11-2025	18-12-2025	N/A	N/A	18-12-2025	Not applicable
Project on Time?	Extension of time granted ? - days	Adjusted Completion Date	Disputed Invoices/ Certificates (Y/N)	Actual Amount Paid to Date(Vat Excl.)	Value of VO's approved	Value of Expansions approved (Vat excl.)	Date of Practical Completion Certificate	Date of Final Completion certificate
Yes	not applicable	0	0	RO,00	N/A	N/A	18-12-2025	18-12-2025
Adjusted Contract Value with Expansions included(Vat excl.)	Number of Invoices/Certificates	Disputed Invoices/ Certificates (Y/N)	Actual Amount Paid to Date(Vat Excl.)	Date of Practical Completion Certificate	Value of VO's approved	Value of Expansions approved (Vat excl.)	Date of Practical Completion Certificate	Date of Final Completion certificate
N/a	0	0	RO,00	18-12-2025	N/A	N/A	18-12-2025	18-12-2025
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Not applicable to this contract							
Overall performance including Rand Value in terms of the Empowerment Goals	Not applicable to this contract							
Overall performance including quality of work to date	Satisfied with the level of service received							
Blockages and problems experienced	None to report							
Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible	None to report							
Directorate	Technical Services: PMU	Contract Owner	Denver Damons	Contract Manager	Nigel Kayser			

## ELECTRICITY

1. ELEC01/2023/24: Tender for labour cost: Standby and maintenance in Theewaterskloof Area, electrical department: New contract: Greyton area: *Greyton Electrical*
2. ELEC01/2023/24: Tender for labour cost: Standby and maintenance in Theewaterskloof Area, electrical department: New contract: *Riviersoñderend: Greyton Electrical*
3. ELEC02/2023/24: Tender for medium voltage switchgear maintenance and emergency repair work for Theewaterskloof Area, Electrical Department 3 Year contract TWK area: *De Kock & Cronje*
4. TECH01/2022/23: Electrification of informal houses Riemvasmaak Caledon: *Lyners Consulting Eng.*
5. ELEC04/2024/25: Electrification of informal houses Riemvasmaak, Caledon: Adenco Construction

Project Name	TENDER FOR LABOUR COST , STANDBY AND MAINTENANCE IN THEWATERSKLOOF AREA, ELECTRICAL DEPARTMENT New contract 3 Years (24/25) Greyton Area				Report No.	27	Date of Report	31-Jan-26	
Contract Number	ELEC 01/2023/24	Service Provider	Greyton Electrical						
SDaIP Ref No.	mSCOA Config Code (vote no.)	01/7510/5/7558/0 01/7511/5/7558/0	Total Awarded Contract Amount (Vat incl.)	R248 313 in current budget available(25/26)	Commencement Date	10-Nov-23	Original Completion Date	30-Jun-26	
Project on Time?	YES	Extension of time granted ? - days	Adjusted Completion Date	Value of VO's approved	Value of Expansions approved (Vat excl.)				
Adjusted Contract Value with Expansions included(Vat excl.)	Number of Invoices/Certificates	6	Disputed Invoices/ Certificates (Y/N)	No	Actual Amount Paid to Date(Vat Excl.)	R333 556,41	Date of Practical Completion Certificate	30-Jun-26	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy									
		Local Contractor							
Overall performance including Rand Value in terms of the Empowerment Goals									
		None							
Overall performance including quality of work to date									
		None							
Blockages and problems experienced									
		N/A							
Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible									
Directorate			Electrical Department		Contract Owner		Z Benjamin	Contract Manager	Z Benjamin

Project Name	TENDER FOR LABOUR COST , STANDBY AND MAINTENANCE IN THEWATERSKLOOF AREA, ELECTRICAL DEPARTMENT New contract 3 Years (24/25) RSE Area				Report No.	27	Date of Report	31-Jan-26		
Contract Number	ELEC 01/2023/24	Service Provider	Greyton Electrical							
SDBIP Ref No.		mSCOA Config Code (vote no.)	01/7510/4/7558/0	Total Awarded Contract Amount (Vat incl.)	R248 313 in current budget available(25/26)	Commencement Date	10-Nov-23	Original Completion Date	30-Jun-26	
Project on Time?	YES	Extension of time granted ? - days		Adjusted Completion Date		Value of VO's approved		Value of Expansions approved (Vat excl.)		
Adjusted Contract Value with Expansions included (Vat excl.)		Number of Invoices/Certificates	6	Disputed Invoices/ Certificates (Y/N)	No	Actual Amount Paid to Date(Vat Excl.)	R214 757,69	Date of Practical Completion Certificate Date of Final Completion	30-Jun-26	
<p>Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy</p> <p>Local Contractor</p>										
<p>Overall performance including Rand Value in terms of the Empowerment Goals</p> <p>None</p>										
<p>Overall performance including quality of work to date</p> <p>None</p>										
<p>Blockages and problems experienced</p> <p>N/A</p>										
<p>Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible</p> <p>2025/26 Budget R248 313</p>										
Directorate			Electrical Department		Contract Owner		Z Benjamin	Contract Manager		Z Benjamin

		TENDER FOR MEDIUM VOLTAGE SWITCHGEAR MAINTENANCE AND EMERGENCY REPAIR WORK FOR THEEWATERSKLOOF AREA, ELECTRICAL DEPARTMENT 3 Years (25/26) TWK area				Report No.	27	Date of Report	31-Jan-26
Contract Number	ELEC 02/2023/24	Service Provider	De Kock & Cronje						
SDRIP Ref No.		mSCOA Config Code (vote no.)	01/7510/0/7558/0; 01/7510/1/7558/0; 01/7510/3/7558/0; 01/7510/4/7558/0	Total Awarded Contract Amount (Vat Incl.)	R360 000 in current budget available(25/26)	Commencement Date	26-Sep-23	Original Completion Date	30-Jun-26
Project on Time?	YES	Extension of time granted ? - days		Adjusted Completion Date		Value of VO's approved		Value of Expansions approved (Vat excl.)	
Adjusted Contract Value with Expansions included(Vat excl.)		Number of Invoices/Certificates	2	Disputed Invoices/ Certificates (Y/N)	No	Actual Amount Paid to Date(Vat Excl.)	R145 236,13	Date of Practical Completion Certificate	30-Jun-26
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		None Specialised work							
Overall performance including Rand Value in terms of the Empowerment Goals		None							
Overall performance including quality of work to date		None							
Blockages and problems experienced		None							
Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible		N/A							
Directorate	Electrical Department	Contract Owner	Z Benjamin			Contract Manager	Z Benjamin		

Project Name	Electrification of informal houses Riemvasmaak Caledon						Report No.	17	Date of Report	31-Jan-26
Contract Number	TECH 01/2022/23	Service Provider	Lyners Consulting Eng							
SDBIP Ref No.		mSCOA Config Code (vote no.)	07/7510/0/0020/0 // 07/7510/0/0020/1	Total Awarded Contract Amount (Vat excl.)	R3 567 383,00	Commencement Date	19-Jul-24	Original Completion Date	30-Jun-27	
Project on Time?	YES	Extension of time granted ? - days		Adjusted Completion Date		Value of VO's approved		Value of Expansions approved (Vat excl.)		
Adjusted Contract		Number of	2	Disputed Invoices/	No	Actual Amount Paid	R405 805,49	Date of Practical	30-Jun-27	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	As per special conditions of TECH01/2022/23									
Overall performance including Rand Value in terms of the Empowerment Goals	None									
Overall performance including quality of work to date	None									
Blockages and problems experienced	Subject to rollover approval and site readiness									
Actions and resolutions required (and by whom) to unblock problems and assure completion on time - if possible	None									
Directorate	Electrical Department	Contract Owner	Z Benjamin	Contract Manager	M Theunissen					

Project Name	Electrification of informal houses Riemvasmaak Caledon					Report No.	10	Date of Report	31-Jan-26				
Contract Number	ELEC 04/2024/25					Adenco Construction							
SDBIP Ref No.	Service Provider	mSCOA Config Code (vote no.)	Extension of time granted ? - days	Number of Invoices/Certificates	Total Awarded Contract Amount (Vat excl.)	Adjusted Completion Date	Disputed Invoices/ Certificates (Y/N)	Actual Amount Paid to Date(Vat Excl.)	Value of Practical Completion Certificate	Original Completion Date	Value of Expansions approved (Vat excl.)	Date of Practical Completion Certificate	Date of Final Completion Certificate
		077510/0/0020/0//077510/0/0020/1	June 2026	3	R3 647 339,15	June 2026	No	R2 092 383,04		19 Mrt 2025		30-Jun-25	30-Jun-26
Adjusted Contract Value with Expansions Included(Vat excl.)	YES												
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	As per special conditions of ELEC 04/2024/25												
Overall performance including Rand Value in terms of the Empowerment Goals	None												
Overall performance including quality of work to date	Good												
Blockages and problems experienced	Subject to rollover approval and riemvasmaak site readiness												
Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible	housing civil tender to be implemented. DEV03/2025/26												
Directorate	Electrical Department					Contract Owner	Z Benjamin	Contract Manager	M Theunissen				

SOLID WASTE 178

1. ENG05/2023/24: Provision of recycling services in Grabouw and Villiersdorp until June 2026: *Enviro Care*
2. ENG06/2023/24: Provision of recycling services in Grabouw and Villiersdorp until June 2026: *TWK Recycling*
3. Waste Disposal Agreement between ODM, Overstrand and TWK: *Overberg District Municipality*
4. Transport of containerized municipal solid waste and chipping of garden waste for the period from 1 July 2024 till 30 June 2027: *Enviroserve*
5. ENG01/2025/26: Provision of D6 dozer until 30 January 2026: *XMOORE*

WWTW

1. ENG01/2023/24: Taking of Water and sewage samples, analysing and monitoring: *AL Abbott and Associates*

Project Name	ENG 05/2023/24 PROVISION OF RECYCLING SERVICES IN CALEDON, RSE AND GRTEYTON UNTIL 30 JUNE 2026				Report No	22	Date of Report	31-Jan-26
Contract Number	EVIRO CARE							
SDBIP Ref No	Service Provider	Own Funds	Contract amount no contingency, Vat excl	R 7 097 892,22	Commencement Date	1-Mar-24	Original Completion Date	30-Jun-26
Project on Time?	Yes		Adjusted Completion	n/a	Slippage by Service		Projected	30-Jun-26
Contract Value without contingency	Value of VO's approved	R 0,00	Adjusted Value	n/a	Anticipated cost not included in contract		Projected Completion Cost	N/A
Number of Invoices/Certificates	Disputed Invoices/ Certificates (Y/N)		Actual Amount Paid to Date (Vat Excl.)	R 1 675 858,90	Date of Practical Completion Certificate	n/a	Date of Final Completion Certificate	30-Jun-26
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy.								
Overall performance including Rand Value in terms of the Empowerment Goals								
Overall performance including quality of work to date								
Blockages and problems experienced								
Actions and resolutions required (and by whom) to unblock problems and assure completion on time - if possible								
Directorate	Technical Services		Project Manager	Jeremy Prins		Project Champion		Denver Damons

Project Name		ENG 05/2023/24 PROVISION OF RECYCLING SERVICES IN GRABOUW AND VILLIERSDORP UNTIL 30 JUNE 2026				Report No	22	Date of Report	31-Jan-26
Contract Number	ENG 05/2023/24	Service Provider	Own Funds	Contract Amount no	TWK Recycling				
SDBIP Ref No		Funding Source		Adjusted Completion	23/24; R 4 791 089,68	Commencement	1-Mar-24	Original Completion	30-Jun-26
Project on Time?	Yes	Extension of time		Adjusted Value	n/a	Slippage by Service		Projected	30-Jun-26
Contract Value		Value of VO's	R 0,00	Actual Amount Paid	n/a	Anticipated cost not		Projected	N/A
Number of Invoices/Certificates	21	Disputed Invoices/Certificates (Y/N)		to Date(Vat Excl.)	R 1 322 572,74	Date of Practical Completion	n/a	Date of Final Completion	30-Jun-26
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy									
Overall performance including Rand Value in terms of the Empowerment Goals									
Overall performance including quality of work to date									
Blockages and problems experienced									
Actions and resolutions required (and by whom) to unblock problems and assure completion on time - if possible									
Directorate	Technical Services			Project Manager	Jeremy Prins	Project Champion	Denver Damons		

Project on Time?		WASTE DISPOSAL AGREEMENT BETWEEN ODM, OVERSTRAND AND TWK					Report No	80	Date of Report	31-Jan-26
Contract Number		OVERBERG DISTRICT MUNICIPALITY								
Contract Number	SLA	Service Provider	Contract Amount no	Commencement Date	Original Completion	15-Apr-19	Projected	14-Apr-74	14-Apr-74	
SDBP Ref No	n/a	Funding Source	2025/26: R 3 000 000	Slippage by Service	Projected					
Project on Time?	Yes	Extension of time granted	n/a							
Contract Value without contingency	R 0,00	Value of VO's approved	n/a	Adjusted Value	Projected Completion Cost	n/a		R2 700,00 (24/25)		
Number of Invoices/Certificates	107	Disputed Invoices/ Certificates (Y/N)		Actual Amount Paid to Date (vat Excl.)	Date of Practical Completion Certificate	n/a			14-Apr-74	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy										
Overall performance including Rand Value in terms of the Empowerment Goals										
Overall performance including quality of work to date										
Blockages and problems experienced										
Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible										
Skills transfer for the operation of a Regional Landfill Site.										
Overall performance is good. A Regional Monitoring committee meeting was held to discuss the facilities compliance against external audit that was conducted.										
Waste Disposal for was good.										
Consultation toward none submission of invoices										

Project Name		TRANSPORT OF CONTAINERISED MUNICIPAL SOLID WASTE AND CHIPPING OF GARDEN WASTE FOR THE PERIOD FROM 1 FEB 2024 TILL 30 JUNE 2027				Report No	12	Date of Report	31-Jan-26
Contract Number	DEVIATION: TRANSPORT/26	Service Provider	Own Funds	Contract Amount no	ENVIROSERVE				
SDBIP Ref No		Funding Source		Adjusted Completion	R 28 686 981,90	Commencement	1-Feb-25	Original Completion	
Project on Time?	Yes	Extension of time		Adjusted Value	n/a	Slippage by Service		Projected	
Contract Value	R 28 686 981,90	Value of VO's	R 0,00	Actual Amount Paid to Date(Vat Excl.)	n/a	Anticipated cost not		Projected	
Number of Invoices/Certificates	10	Disputed Invoices/Certificates (Y/N)			R 7 935 759,28	Date of Practical Completion Certificate	n/a	Date of Final Completion Certificate	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		Teaching TWK employees/staff at Waste Facilities how to Separate Green Waste / how to Manage and Control to do proper separation and chipping							
Overall performance including Rand Value in terms of the Empowerment Goals		Making use of Local Drivers as far as possible and available.							
Overall performance including quality of work to date		New whatsapp group to ensure service is being delivered seamlessly.							
Blockages and problems experienced		NONE							
Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible		Payment 30 day after service has been delivered							
Directorate	Technical Services	Project Manager	Jeremy Prins	Project Champion	Henk Mathee				

Project Name	ENG 01/2025/26 PROVISION OF D6 DOZER UNTIL 30 JAN 2026				Report No	4	Date of Report	31-Jan-26
Contract Number	Service Provider	Own Funds	Contract Amount no	XMOORE				
SDBIP Ref No	Funding Source		Adjusted Completion	Commencement	31-Oct-25	Original Completion	30-Jan-26	
Project on Time?	Extension of time		Adjusted Value	Slippage by Service		Projected	30-Jan-26	
Contract Value	Value of VO's	R 0,00	Actual Amount Paid to Date(Vat Excl.)	Anticipated cost not Date of Practical Completion	n/a	Date of Final Completion		
Number of Invoices/Certificates	Disputed Invoices/Certificates (Y/N)			Certificate	n/a		30-Jan-26	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy								
Overall performance including Rand Value in terms of the Empowerment Goals								
Overall performance including quality of work to date								
Blockages and problems experienced								
Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible								
Technical Services				Project Manager	Jeremy Prins	Project Champion	Denver Damons	

Project N+B16-U27ame		PROVISION OF SERVICES: Taking of Water and Sewage Samples, Analysing, and Monitoring in					Report No	24	Date of Report	31-Jan-26
A.L. ABBOTT AND ASSOCIATES										
Contract Number	ENG 01/2023/24	Service Provider	Own Funds	Contract Amount no contingency , Vat excl.	R 2 666 163,03	Commencement Date	1-Dec-23	Original Completion Date	30-Jun-26	
SDBIP Ref No	n/a	Funding Source		Adjusted Completion Date	n/a	Slippage by Service Provider (+ or -days)		Projected Completion Date	30-Jun-26	
Project on Time?	Yes	Extension of time granted ? - days		Adjusted Value	R 0,00	Anticipated cost not included in contract		Projected Completion Cost		
Contract Value without contingency	R 2 666 163,03	Value of VO's approved		Actual Amount Paid to Date(Vat Excl.)	1 221 737,65	Date of Practical Completion Certificate	n/a	Date of Final Completion Certificate	30-Jun-26	
Number of Invoices/Certificates	24	Disputed Invoices/ Certificates (Y/N)	Yes	Skills transfer and interpretation of analysis results and taking of samples. Analysis interpretation and inspection findings discussed in Lab report.						
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy										
Overall performance including Rand Value in terms of the Empowerment Goals										
8 hours @ R350,00/h = R 2 800,00										
Overall performance including quality of work to date										
This contract aid in Blue and Green Drop water quality monitoring compliance. Satisfactory - Sampling, Testing and provision of results is done according to contract.										
Blockages and problems experienced										
NONE										
Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible										
N/A										
<b>Directorate</b>			<b>Technical Services</b>		<b>Project Manager</b>		<b>R Myburgh</b>		<b>Project Champion</b>	
									<b>Denver Damons</b>	

## CIVIL

1. 20 Year contract: Overberg Water: Overberg Water Board
2. ENG08/2024/25: The web based remote monitoring of all water and sewage infrastructure in the Theewaterskloof area for a three-year period: *Bigetron*
3. Three (3) year SLA: Groenland Water Users Association – Provision of baulk raw water to Grabouw: Groenland Water Users
4. LP01/2025/26: Supply and delivery of cationic drums to Caledon: *Tosas*
5. TECH01/2022/23: Damaged pavilion at the Caledon Sport field: *Lukhozi*

<b>Project Name</b>	20 Year Contract: Overberg Water 2024 - 2025							<b>Report No.</b>	<b>7</b>	<b>Date of Report</b>	31/01/2026
<b>Contract Number</b>	OVERBERG WATER BOARD										
<b>SDBIP Ref No.</b>	n/a	<b>Service Provider</b>	OVERBERG WATER BOARD								
<b>Project on Time?</b>	YES	<b>mSCOA Config Code</b>	17010050711	<b>Total Awarded</b>	R24 967 000,00	<b>Commencement</b>	13-12-2010	<b>Original Completion</b>	12/2030	<b>Value of Expansions</b>	
<b>Adjusted Contract Value with Expansions Included (Vat excl.)</b>	n/a	<b>Extension of time</b>	N/A	<b>Adjusted</b>	n/a	<b>Actual Amount Paid to Date (Vat Excl.)</b>	R13 152 509,34	<b>Date of Practical Completion Certificate</b>	n/a	<b>Date of Final</b>	12/2030
<b>Number of Invoices/Certificates</b>	10	<b>Disputed Invoices/Certificates (Y/N)</b>	No								
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy											
Overall performance including Rand Value in terms of the Empowerment Goals											
Overall performance including quality of work to date											
Blockages and problems experienced											
Actions and resolutions required (and by whom) to unblock problems and assure completion on time - if possible											
None required											
Overall performance and deliverables is gradually increasing with specific focus on communication and resource sharing. Invoice for December 2025 not yet received.											
No blockages											
TECHNICAL SERVICES											
<b>Contract Owner</b>				<b>Contract Manager</b>							
DENVER DAMONS				LESTER PARNELL							

Project Name		ENG08/2024/25 - THE WEB BASED REMOTE MONITORING OF ALL WATER AND SEWAGE INFRASTRUCTURE IN THE THEEWATERSKLOOF AREA FOR A THREE-YEAR PERIOD				Report No.		9		Date of Report		31/01/2026	
Contract Number		3 Year Contract:		Service Provider		BIGETRON							
SDBIP Ref No.		n/a		mSCOA Config Code		Various Water		N/A		Commencement Value of VO's		25/03/2025	
Project on Time?		YES		Total Awarded Adjusted		No direct budget		n/a		Original Completion Value of Expansions		30/06/2028	
Adjusted Contract Value with Expansions included (Vat excl.)		n/a		Number of Invoices/Certificates		3		Disputed Invoices/Certificates (Y/N)		No		Actual Amount Paid to Date (Vat Excl.)	
										R228 714,00		Date of Practical Completion Certificate	
												n/a	
												1-May-28	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		not applicable.											
Overall performance including Rand Value in terms of the Empowerment Goals		N/A											
Overall performance including quality of work to date		Although a lot of quotations have been requested from the different towns. Official orders need to be issued by the Municipality. Funding may be an issue											
Blockages and problems experienced		No work have been completed											
Actions and resolutions required (and by whom) to unblock problems and assure completion on time - if possible		No work have been completed											
Directorate		TECHNICAL SERVICES		Contract Owner		DENVER DAMONS		Contract Manager		LESTER PARNELL			

Project Name		Three Year SLA - Greenland Water Users Association - Provision of Bulk Raw Water to Grabouw				Report No.	7	Date of Report	31/01/2026
Contract Number	3 year SLA	Service Provider	Greenland Water Users						
SDBIP Ref No.	n/a	mSCOA Config Code	17010050711	Total Awarded	R1 200 000,00	Commencement	12-Nov-24	Original Completion	12-Nov-27
Project on Time?	YES	Extension of time	N/A	Adjusted	n/a	Value of VO's		Value of Expansions	
Adjusted Contract Value with Expansions Included(Vat excl.)	n/a	Number of Invoices/Certificates	5	Disputed Invoices/ Certificates (Y/N)	No	Actual Amount Paid to Date(Vat Excl.)	R345 883,28	Date of Practical Completion Certificate	n/a
<p>Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy</p> <p>N/A</p>									
<p>Overall performance including Rand Value in terms of the Empowerment Goals</p> <p>N/A</p>									
<p>Overall performance including quality of work to date</p> <p>Overall performance and deliverables is good.</p>									
<p>Blockages and problems experienced</p> <p>Not applicable. Invoices for December 2025 not received yet</p>									
<p>Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible</p> <p>Quarterly meeting held to discuss SLA and how to improve on the desired deliverables.</p>									
Directorate			TECHNICAL SERVICES			DENVER DAMONS		LESTER PARNELL	
			Contract Owner			Contract Manager			

<b>Project Name</b>	SUPPLY AND DELIVERY OF CATIONIC DRUMS TO CALEDON					<b>Report No.</b>	<b>1</b>	<b>Date of Report</b>	31/10/2025
<b>Contract Number</b>	LP01/2025/26	<b>Service Provider</b>	TOSAS			<b>Commencement Date</b>	15/08/2025	<b>Original Completion Date</b>	31/08/2025
<b>SOBIP Ref No.</b>	n/a	<b>mSCOA Config Code (vote no.)</b>	14111075732	<b>Total Awarded Contract Amount (Vat excl.)</b>	R297 802.51	<b>Value of VO's approved</b>		<b>Value of Expansions approved (Vat excl.)</b>	
<b>Project on Time?</b>	YES	<b>Extension of time granted ? - days</b>	N/A	<b>Adjusted Completion Date</b>	30/11/2025	<b>Actual Amount Paid to Date(Vat Excl.)</b>	R278 665.84	<b>Date of Practical Completion Certificate</b>	n/a
<b>Adjusted Contract Value with Expansions included(Vat excl.)</b>	n/a	<b>Number of Invoices/Certificates</b>	1	<b>Disputed Invoices/Certificates (Y/N)</b>	No	<b>Date of Final</b>			
<b>Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy</b>	N/A								
<b>Overall performance including Rand Value in terms of the Empowerment Goals</b>	N/A								
<b>Overall performance including quality of work to date</b>	Overall performance is good.								
<b>Blockages and problems experienced</b>	84 DRUMS WERE DELIVERED AS PER CREDIT AGREEMENT WITH TOSAS. INVOICES HAD TO BE PAID FIRST BEFORE NEXT DELIVERY COULD TAKE PLACE								
<b>Actions and resolutions required (and by when) to unblock problems and assure completion on time - if possible</b>	INVOICES HAVE BEEN PAID.								
<b>Directorate</b>	TECHNICAL SERVICES			<b>Contract Owner</b>	DENVER DAMONS	<b>Contract Manager</b>	LESTER PARNELL		

Denver Damons  
 DEPUTY DIRECTOR TECHNICAL AND INFRASTRUCTURE IMPLEMENTATION SERVICES

<b>Project Name</b>	LUKHOZI - DAMAGED PAVILLION AT THE CALEDON SPORTFIELD					<b>Report No.</b>	<b>1</b>	<b>Date of Report</b>	30/11/2025
<b>Contract Number</b>	TECH01/2022/23	<b>Service Provider</b>	LUKHOZI			<b>Commencement Date</b>	15/08/2025	<b>Original Completion Date</b>	31/08/2025
<b>SDBIP Ref No.</b>	n/a	<b>mSCOA Config Code (vote no.)</b>	01/3115/17571/1 - R 600 000.00	<b>Total Awarded Contract Amount (Vat excl.)</b>	R169 916.00	<b>Value of VO's approved</b>	Value of Expansions approved (Vat excl.)		
<b>Project on Time?</b>	YES	<b>Extension of time granted ? - days</b>	N/A	<b>Adjusted Completion Date</b>	30/11/2025	<b>Actual Amount Paid to Date(Vat Excl.)</b>	Date of Practical Completion Certificate	n/a	
<b>Adjusted Contract Value with Expansions included(Vat excl.)</b>	n/a	<b>Number of Invoices/Certificates</b>	1	<b>Disputed Invoices/ Certificates (Y/N)</b>	No		<b>Date of Final</b>	31/08/2025	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy									
N/A									
Overall performance including Rand Value in terms of the Empowerment Goals									
N/A									
Overall performance including quality of work to date									
Overall performance is good.									
Blockages and problems experienced									
No blockages incurred									
Actions and resolutions required (and by whom) to unblock problems and assure completion on time - if possible									
INVOICES HAVE BEEN PAID.									
<b>Directorate</b>	TECHNICAL SERVICES			<b>Contract Owner</b>	DENVER DAMONS	<b>Contract Manager</b>	LESTER PARNELL		

Denver Damons  
DEPUTY DIRECTOR TECHNICAL AND INFRASTRUCTURE IMPLEMENTATION SERVICES

**ITEM TITLE**

**C59/2026 DIRECTORATE ECONOMIC DEVELOPMENT AND PLANNING:  
DEPARTMENT LED: OUTCOME OF APPLICATION FOR THE  
AMENDMENT OF CONDITIONS OF A CASINO LICENCE (CALEDON  
CASINO, TSOGO SUN) TO ALLOW FOR THE RELOCATION OF AN  
EXISTING CASINO IN THE WESTERN CAPE**

*[English version of the report is the original]*

**FILE NUMBER**

17/16/1/1

**PURPOSE OF REPORT**

The purpose of this report is to inform Council of the outcome of the application submitted by Tsogo Sun Caledon (Pty) Ltd ("TSC") to the Western Cape Gambling and Racing Board ("the Board") for the amendment of its casino licence conditions to permit the relocation of the existing casino from Caledon to Somerset West in the Helderberg area of the Cape Metropole. The report further outlines the potential risks, financial and socio-economic implications of this decision for the Theewaterskloof Municipality and provides recommendations for proactive engagement to safeguard local economic interests.

**BACKGROUND**

Tsogo Sun Caledon (Pty) Ltd, a wholly owned subsidiary of Tsogo Sun Limited, is the current licensed casino operator in Caledon. On 12<sup>th</sup> December 2022, TSC applied to the Western Cape Gambling and Racing Board in terms of Section 41(2) read with Section 32(2) of the Western Cape Gambling and Racing Act, 1996 (Act 4 of 1996) to relocate its licensed casino from Caledon to Somerset West.

The proposed relocation site is located on Portion 29 of Farm 794, previously forming part of the Somerset West Golf Course. The application process included a public participation process through notices in the Western Cape Provincial Gazette and local newspapers between 14 and 17 July 2023, inviting objections and comments.

Public hearings were held in Caledon (11 June 2024) and Strand (12 July 2024). Following consideration of all representations, objections, and internal investigations, the Board resolved on 26<sup>th</sup> August 2025 to approve the relocation application. The relocated facility will operate under the trading name "The Tsogo Signature Casino & Hotel" in Somerset West. The Caledon Spa, Hotel, and related facilities will remain operational under Tsogo Sun management.

Notices of the approval were published between 23 and 26 September 2025 in the Provincial Gazette and local media, as required under Section 4(2) of the Promotion of Administrative Justice Act, 2000 (Act 3 of 2000) ("PAJA").

## DISCUSSION

The decision to relocate the casino from Caledon to Somerset West represents a significant shift in economic activity from a rural area to a metropolitan area.

While the Board's approval satisfies legislative requirements and allows the operator to pursue commercial expansion in a high-demand urban market, it may have economic and employment implications for the Theewaterskloof region.

Key points for consideration include:

1. The Caledon Spa, Hotel, and related leisure facilities are expected to remain operational. However, a possible reduction in visitor numbers may affect long-term sustainability.
2. Employment linked directly to casino operations may be relocated or absorbed into the new Somerset West development, potentially resulting in local job losses in Caledon.
3. Conversely, the decision could stimulate reinvestment opportunities in Caledon if Tsogo Sun expands or repositions the spa as a standalone destination resort, offering health, wellness, and conference tourism products.
4. The relocation also creates an opportunity for the Municipality to reposition the Caledon precinct through a focused Local Economic Development (LED) strategy, promoting niche tourism, agro-tourism, and small business support around the spa and hotel complex.

## SOCIO-ECONOMIC IMPLICATIONS

1. **Job Losses:** A potential decline in casino-related employment may affect households dependent on service, hospitality, and support roles.
2. **Job Gains:** The new casino in Somerset West will create employment opportunities within the province, though not within Theewaterskloof.
3. **Local Economic Diversification:** The Caledon Spa can be positioned as a wellness, eco-tourism, and conference hub. Expansion in these areas could offset losses and attract a different visitor market segment.
4. **Municipal Opportunities:** Council could benefit through targeted partnerships with Tsogo Sun and Overberg tourism bodies to co-market Caledon as a health and relaxation destination, thereby retaining some economic activity in the region.

## COMMENTS FROM THE DIRECTORATE FINANCE

### **In support of the recommendation to the council by the author –**

The presence of the casino in Caledon contributes directly to the local economy through employment opportunities, municipal revenue (including rates and taxes), tourism, and support for surrounding businesses such as hospitality, retail, and service providers. The relocation of this facility would likely result in job losses, reduced local spending, and a decrease in municipal income, which could have a cascading negative effect on the economic stability of the region.

Furthermore, the loss of this anchor economic institution may deter future investment in Caledon and surrounding areas, weakening development prospects and increasing reliance on limited municipal resources. These factors present a substantial risk that must be seriously considered in the decision-making process.

#### **COMMENTS FROM THE DIRECTORATE CORPORATE SERVICES**

Supported the item. Impact on the economic development in Theewaterskloof.

#### **COMMENTS FROM THE DIRECTORATE ECONOMIC DEVELOPMENT AND PLANNING**

Supported for submission.

#### **FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

- The relocation may result in reduced indirect municipal revenue from tourism-related activities (e.g., accommodation levies, local business permits, and utility usage) associated with casino operations.
- The Caledon Spa and Hotel could, however, offer expansion opportunities through wellness tourism, conferencing, and events — potentially generating new local income streams if supported by the Municipality.
- There is no direct financial cost to the Municipality arising from the Board's decision, but proactive LED interventions may require budgetary support for feasibility studies, marketing, or partnership initiatives.

#### **LEGAL IMPLICATIONS (ITEM AUTHOR)**

- Western Cape Gambling and Racing Act, 1996 (Act 4 of 1996): Regulates casino licensing, amendments, and relocations under Sections 32(2) and 41(2).
- Promotion of Administrative Justice Act, 2000 (Act 3 of 2000): Ensures fair administrative action and public notice of decisions affecting stakeholders.
- Municipal Systems Act, 2000 (Act 32 of 2000): Requires municipalities to promote local economic development, community participation, and equitable service delivery.
- Municipal Finance Management Act, 2003 (Act 56 of 2003): Guides financial oversight and reporting on matters that may influence municipal revenue or expenditure.

#### **COMMENTS FROM INTERNAL AUDIT**

No comments.

**RISIKO BESTUUR IMPLIKASIE (ITEM OUTEUR)/ RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

<b>RISK AREA</b>	<b>DESCRIPTION OF RISK</b>	<b>POTENTIAL IMPACT</b>	<b>MITIGATION / RESPONSE</b>
Economic Risk	Loss of tourism traffic and reduced local business turnover following casino relocation	Decrease in local revenue generation and visitor spending	Engage with Tsogo Sun on potential reinvestment or redevelopment of Caledon Spa and Hotel; develop tourism diversification strategy
Employment Risk	Job displacement for Caledon-based casino employees	Increased local unemployment levels	Facilitate skills redeployment and training initiatives with Tsogo Sun and the Department of Labour
Revenue Risk	Reduction in local business license and service income indirectly linked to casino operations	Minor but notable decline in municipal income	Explore partnerships for event hosting, wellness tourism, and property investment near the existing spa
Reputational Risk	Community dissatisfaction regarding perceived economic loss	Potential public criticism of Council and government processes	Proactive communication with stakeholders and LED strategy implementation

**COMMENTS FROM LEGAL SERVICES**

The recommendation is supported.

**COMMENTS FROM RISK MANAGEMENT**

Risk Management Unit notes the timely identification of economic; employment, revenue, and reputational risks associated with the potential casino relocation. The proposed mitigation measures demonstrate a proactive and collaborative approach aimed at minimizing negative economic and social impacts. Engagement with key stakeholders, diversification of tourism initiatives, and transparent communication will be critical to sustaining local economic stability and maintaining public confidence.

**RECOMMENDATION BY ITEM AUTHOR:**

195

**It is recommended:**

- 1. That Council notes the approval of the relocation of the Tsogo Sun Caledon Casino to Somerset West by the Western Cape Gambling and Racing Board on 26 August 2025.**
- 2. That Council acknowledges the potential economic and employment impacts arising from the relocation and mandates management to engage with Tsogo Sun on the future use and redevelopment of the Caledon Spa and Hotel.**
- 3. That Council emphasises the importance of proactive engagement with Tsogo Sun to explore planned reinvestment and redevelopment opportunities for the Caledon site, and to determine how the Municipality can assist or partner with the company to drive tourism, investment attraction, and local economic growth.**
- 4. That Council authorises the Municipal Manager to engage with the Western Cape Department of Economic Development and Tourism, Overberg District Municipality, and Tsogo Sun to identify potential support mechanisms, funding opportunities, and joint marketing initiatives.**
- 5. That Management be authorised to engage with the Western Cape Gambling and Racing Board and relevant provincial stakeholders to determine the potential socio-economic implications of the relocation for the Theewaterskloof municipal area.**
- 6. That a follow-up report be submitted to Council once further details on mitigation or alternative local economic development measures are available.**

**RECOMMENDATION BY MANAGEMENT TO THE ECONOMIC DEVELOPMENT COMMITTEE: 06 NOVEMBER 2025**

**It is recommended:**

- 1. That Council notes the approval of the relocation of the Tsogo Sun Caledon Casino to Somerset West by the Western Cape Gambling and Racing Board on 26 August 2025.**
- 2. That Council acknowledges the potential economic and employment impacts arising from the relocation and mandates management to engage with Tsogo Sun on the future use and redevelopment of the Caledon Spa and Hotel.**

3. That Council emphasises the importance of proactive engagement with Tsogo Sun to explore planned reinvestment and redevelopment opportunities for the Caledon site, and to determine how the Municipality can assist or partner with the company to drive tourism, investment attraction, and local economic growth.
4. That Council authorises the Municipal Manager to engage with the Western Cape Department of Economic Development and Tourism, Overberg District Municipality, and Tsogo Sun to identify potential support mechanisms, funding opportunities, and joint marketing initiatives.
5. That Management be authorised to engage with the Western Cape Gambling and Racing Board and relevant provincial stakeholders to determine the potential socio-economic implications of the relocation for the Theewaterskloof municipal area.
6. That a follow-up report with the conditions of Theewaterskloof Municipality and the letter that was sent on the 02 August 2025 be submitted to Council once further details on mitigation or alternative local economic development measures are available.

**RECOMMENDATION BY THE ECONOMIC DEVELOPMENT COMMITTEE TO EMC: 04 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor PJ Stander, and seconded by Councillor V Papier it was recommended as follows:

1. That Council notes the approval of the relocation of the Tsogo Sun Caledon Casino to Somerset West by the Western Cape Gambling and Racing Board on 26 August 2025.
2. That Council acknowledges the potential economic and employment impacts arising from the relocation and mandates management to engage with Tsogo Sun on the future use and redevelopment of the Caledon Spa and Hotel.
3. That Council emphasises the importance of proactive engagement with Tsogo Sun to explore planned reinvestment and redevelopment opportunities for the Caledon site, and to determine how the Municipality can assist or partner with the company to drive tourism, investment attraction, and local economic growth.
4. That Council authorises the Municipal Manager to engage with the Western Cape Department of Economic Development and Tourism, Overberg District Municipality, and Tsogo Sun to identify potential support mechanisms, funding opportunities, and joint marketing initiatives.

5. That Management be authorised to engage with the Western Cape Gambling and Racing Board and relevant provincial stakeholders to determine the potential socio-economic implications of the relocation for the Theewaterskloof municipal area.
6. That a follow-up report with the conditions of Theewaterskloof Municipality and the letter that was sent on the 02 August 2025 be submitted to Council once further details on mitigation or alternative local economic development measures are available.

**RECOMMENDATION BY THE EMC TO COUNCIL: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by H Linnerts, and seconded by Alderman C Clayton it was recommended as follows:

1. That Council notes the approval of the relocation of the Tsogo Sun Caledon Casino to Somerset West by the Western Cape Gambling and Racing Board on 26 August 2025.
2. That Council acknowledges the potential economic and employment impacts arising from the relocation and mandates management to engage with Tsogo Sun on the future use and redevelopment of the Caledon Spa and Hotel.
3. That Council emphasises the importance of proactive engagement with Tsogo Sun to explore planned reinvestment and redevelopment opportunities for the Caledon site, and to determine how the Municipality can assist or partner with the company to drive tourism, investment attraction, and local economic growth.
4. That Council authorises the Municipal Manager to engage with the Western Cape Department of Economic Development and Tourism, Overberg District Municipality, and Tsogo Sun to identify potential support mechanisms, funding opportunities, and joint marketing initiatives.
5. That Management be authorised to engage with the Western Cape Gambling and Racing Board and relevant provincial stakeholders to determine the potential socio-economic implications of the relocation for the Theewaterskloof municipal area.
6. That a follow-up report with the conditions of Theewaterskloof Municipality and the letter that was sent on the 02 August 2025 be submitted to Council once further details on mitigation or alternative local economic development measures are available.

**RECOMMENDATION TO COUNCIL:**

It is recommended:

1. That Council notes the approval of the relocation of the Tsogo Sun Caledon Casino to Somerset West by the Western Cape Gambling and Racing Board on 26 August 2025.
2. That Council acknowledges the potential economic and employment impacts arising from the relocation and mandates management to engage with Tsogo Sun on the future use and redevelopment of the Caledon Spa and Hotel.
3. That Council emphasises the importance of proactive engagement with Tsogo Sun to explore planned reinvestment and redevelopment opportunities for the Caledon site, and to determine how the Municipality can assist or partner with the company to drive tourism, investment attraction, and local economic growth.
4. That Council authorises the Municipal Manager to engage with the Western Cape Department of Economic Development and Tourism, Overberg District Municipality, and Tsogo Sun to identify potential support mechanisms, funding opportunities, and joint marketing initiatives.
5. That Management be authorised to engage with the Western Cape Gambling and Racing Board and relevant provincial stakeholders to determine the potential socio-economic implications of the relocation for the Theewaterskloof municipal area.
6. That a follow-up report with the conditions of Theewaterskloof Municipality and the letter that was sent on the 02 August 2025 be submitted to Council once further details on mitigation or alternative local economic development measures are available.

**ITEM TITLE**

**C60/2026 DIRECTORATE: ECONOMIC DEVELOPMENT AND PLANNING SERVICES: DEPARTMENT LOCAL ECONOMIC DEVELOPMENT: REPORTING OF PERFORMANCE OF CONTRACTORS: QUARTERLY REPORT (JULY - DECEMBER 2025)**

*[English version of the report is the original]*

**FILE NUMBER**

8/2/3/5/6

**PURPOSE OF REPORT**

To present a report to Council in terms of the contract and performance management of the Directorate: Economic Development and Planning Contractors (Local Economic Development) for the months July to September and October to December 2025.

**BACKGROUND**

S116 (2) of the Municipal Finance management Act (No.56 of 2003) states that:

The accounting officer of a municipality or municipal entity must –

1. take all reasonable steps to ensure that a contract or agreement procured through the supply chain management policy of the municipality of municipal entity is properly enforced;
2. monitor on a monthly basis the performance of the contract under the contract or agreement;
3. establish capacity in the administration of the municipality or municipal entity –
  - (i) to assist the accounting officer in carrying out the duties set out in paragraphs (a) and (b); and
  - (ii) to oversee the day-to-day management of the contract or agreement; and
4. regularly report to Council of the municipality or the board of directors of the entity, as may be appropriate, on the management of the contract or agreement and the performance of the contract.

**DISCUSSION**

The following reporting templates of contracts are attached to this document:

1. Upgrading of the Villiersdorp Transport Hub (Phase 3 A)
2. Tourism: Riaan Jordaan Marketing (Pty) Ltd

**FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

The ineffective management of contracts can jeopardize the expenditure pattern of the organization and also create a scenario where the municipality does not get value for money.

**LEGAL IMPLICATIONS (ITEM AUTHOR)**

Not applicable.

**RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

Blockages as per attached.

**RECOMMENDATION BY ITEM AUTHOR:**

**It is recommended that Council takes cognisance of the report.**

**RECOMMENDATION BY THE ECONOMIC DEVELOPMENT COMMITTEE TO THE EMC: 04 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor PJ Stander, and seconded by Councillor CA Benjamin it was recommended as follows:

- 1. The Economic Development Portfolio Committee noted the content of the report.**
- 2. That the EMC and Council take cognisance of the report.**

**RECOMMENDATION BY THE EMC TO COUNCIL: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Alderman C Clayton, and seconded by Councillor H Linnerts it was recommended as follows:

**That Council takes cognisance of the report.**

**RECOMMENDATION BY ITEM AUTHOR:**

**It is recommended that Council takes cognisance of the report.**

## **LOCAL ECONOMIC DEVELOPMENT**

### **Upgrading of Villiersdorp Transport Hub**

July – September 2025

Oct – December 2025

**QUARTERLY CONTRACT REPORTING**  
(JULY-SEPT 2025)

Type of Document/ Tipe document: Quarterly Contract Reporting

Document prepared by/Dokument voorberei deur:

Name/ Naam: **STALIN GOVENDER**

.....  
(Signature/Handtekening)

29/10/2025  
DATE/DATUM

Document checked By/Dokument nagesien deur:  
(Manager: Local Economic Development)

Name/Naam: **ELANA LOTRIET**

.....  
(Signature/Handtekening)

03.11.2025  
DATE/DATUM

Document verified by/Dokument verifieer deur:  
(Deputy Director: Economic Development & Planning)

Name/Naam: **KAYALAHKE NONTSHIZA**

.....  
(Signature/Handtekening)

04/11/2025  
DATE/DATUM

Document supported by/Dokument ondersteun deur:  
(Director: Economic Development & Planning)

Name/Naam: **NAMSO BALISO**

.....  
(Signature/Handtekening)

04/11/2025  
DATE/DATUM

Document signed by/Dokument onderleken deur  
(Municipal Manager / Munisipale Bestuurder and / or Delegated Authority)

Name/Naam: **WALTER HENDRICKS**

.....  
(Signature/Handtekening)

04/11/2025  
DATE/DATUM

<b>Contract Manager</b> Directorate	Stalin Govender		<b>Contract Owner</b>	K E Rantshiza									
<b>Complete Tender No. &amp; Description</b>	LED 01/2024/2025_ Upgrading Of The Villiersdorp Transport Hub - Phase 3A			<table border="1"> <tr> <th colspan="2">Funding Source</th> </tr> <tr> <td>Own</td> <td>Other</td> </tr> <tr> <td>OWN (Capital)</td> <td>RSEP Grant</td> </tr> <tr> <td>0</td> <td>2000000</td> </tr> </table>		Funding Source		Own	Other	OWN (Capital)	RSEP Grant	0	2000000
Funding Source													
Own	Other												
OWN (Capital)	RSEP Grant												
0	2000000												
<b>Service Provider</b>	Mkutwala Construction												
<b>Commencement Date</b>	26-May-25	<b>Total Contract Amount (Vat excl.)</b>	R1 516 709,70	<b>Value of Extensions Approved (Vat excl.)</b>	R0,00								
<b>Completion Date</b>	30-Jun-25	<b>Adjusted Contract Amount</b>	R 0,00	<b>Adjusted Completion Date</b>	None								
				<b>Project on Time</b>	No								
<b>Date of Report</b>	03 November 2025												
<b>Report Numbers</b>	2												
<b>Indicate the Empowerment Goals that were set for this contract in terms of Class 2(a) of the SCM Policy</b>	Transfer of skills - A maximum of 30% of the total value of the tender will be allocated to subcontracting opportunities for local contractors. For the unskilled labour portion of the tender, the contractor is required to employ 100% local labour.												
<b>Overall performance including Brand Value in terms of the Empowerment Goals</b>	A subcontractor was appointed by the main contractor and has completed the site clearance, as well as portions of the subbase and base layering, to the value of R104,000.00. In addition, the cost of local labour for this portion amounts to R44,880.00, with a total of 10 local labourers employed to date.												
<b>Overall Performance incl. quality of work to date</b>	Based on the work that has been completed, which current status stands at site establishment, clearance, earthworks, subbase and base layering. It is up to standard. At 30 June 2025, the estimated project completion is around 60%. Contract Ended 30 June 2025.												
<b>Blockages and Problems</b>	Not Applicable. Contract ended 30 June 2025.												
<b>Recommended Action and Resolutions required to unblock blockages &amp; problems</b>	Not Applicable. Contract ended 30 June 2025.												
<b>Actual Amount Paid to Date (Vat incl.)</b>	R723 614,50												
<b>Number of Invoices /Certificates</b>	1												
<b>Disputed Invoices / Certificates</b>	N/A												

**QUARTERLY CONTRACT REPORTING**  
(OCTOBER - DECEMBER 2025)

**Type of Document/ Tipe document:** Quarterly Contract Reporting

**Document prepared by/Dokument voorberei deur:**

Name/Naam: **STALIN GOVENDER**

.....  
(Signature/Handtekening)

11/12/2025  
DATE/DATUM

**Document checked By/Dokument nagesien deur:**  
(Manager: Local Economic Development)

Name/Naam: **ELANA LOTRIET**

.....  
(Signature/Handtekening)

11.12.2025  
DATE/DATUM

**Document verified by/Dokument verifieer deur:**  
(Deputy Director: Economic Development & Planning)

Name/Naam: **KAYALAKHE NONTSHIZA**

.....  
(Signature/Handtekening)

12/12/2025  
DATE/DATUM

**Document supported by/Dokument ondersteun deur:**  
(Director: Economic Development & Planning)

Name/Naam: **NAMSO BALISO**

.....  
(Signature/Handtekening)

12/12/2025  
DATE/DATUM

**Document signed by/Dokument onderteken deur**  
(Municipal Manager / Munisipale Bestuurder and / or Delegated Authority)

Name/Naam: **WALTER HENDRICKS**

.....  
(Signature/Handtekening)

15/12/2025  
DATE/DATUM

<b>Contract Manager</b>	Stalin Govender		<b>Contract Owner</b>		Kayalakhe Nontshiza	
<b>Directorate</b>	Planning & Economic Development				<b>Funding Source</b>	
<b>Complete Tender No. &amp; Description</b>	LED 01/2024/2025_Upgrading Of The Villiersdorp Transport Hub - Phase 3A				<b>Own</b>	<b>Other</b>
					OWN (Capital)	RSEP Grant
<b>Service Provider</b>	Nkutwala Construction				0	2000000
<b>Commencement Date</b>	19-May-25	<b>Total Contract Amount (Vat excl.)</b>	R1 516 709,70	<b>Value of Expansions Approved (Vat excl.)</b>	R0,00	
<b>Completion Date</b>	30-Jun-25					
<b>Adjusted Contract Amount</b>	R 0,00	<b>Adjusted Completion Date</b>	09-Dec-25	<b>Project on Time</b>	Yes	
<b>Date of Report</b>	11 December 2025					
<b>Report Numbers</b>	2	=		=		
<b>Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy</b>	Transfer of skills - A maximum of 30% of the total value of the tender will be allocated to subcontracting opportunities for local contractors. For the unskilled labour portion of the tender, the contractor is required to employ 100% local labour.					
<b>Overall performance including Rand Value in terms of the Empowerment Goals</b>	A local subcontractor was appointed by the main contractor and completed the site clearance, as well as portions of the subbase-,base layering, kerbing, channelling and paving to the value of R430909.50. In addition, the cost of local labour amounts to R 107580, with a total of 15 local labourers employed to date.					
<b>Overall Performance Incl. quality of work to date</b>	Based on the work that has been completed, the quality of work is up to standard. Project completed on 09 December 2025.					
<b>Blockages and Problems</b>	Not Applicable. Project completed on 09 December 2025.					
<b>Recommended Action and Resolutions required to unblock blockages &amp; problems</b>	Not Applicable. Project completed on 09 December 2025.					
<b>Actual Amount Paid to Date (Vat excl.)</b>	R1 436 365.47					
<b>Number of Invoices /Certificates</b>	2					
<b>Disputed Invoices / Certificates</b>	N/A		N/A		N/A	

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## **LOCAL ECONOMIC DEVELOPMENT**

**Tourism: Riaan Jordaan Marketing (Pty)  
Ltd**

Oct – December 2025

## QUARTELY CONTRACT REPORTING

(October - December 2025)

**Type of Document/ Tipe document:** Quarterly Contract Reporting

**Document prepared by/Dokument voorberei deur:**

Name/Naam: **Busisiwe Fadana**

.....  
(Signature/Handtekening)

12/12/2025  
.....  
DATE/DATUM

**Document checked by/Dokument nagesien deur:**

**(Manager: Local Economic Development )**

Name/Naam: **ELANA LOTRIET**

.....  
(Signature/Handtekening)

12.12.2025  
.....  
DATE/DATUM

**Document verified by/ document verifieer deur:**

**Deputy Director : Economic Development & Planning)**

Name/Naam: **KAYALAKHE NONTSHIZA**

.....  
(Signature/Handtekening)

12/12/2025  
.....  
DATE/DATUM

**Document supported by/Dokument ondersteun deur:**

**(Director : Economic Development & Planning)**

Name/Naam: **Namso Baliso**

.....  
(Signature/Handtekening)

12/12/2025  
.....  
DATE/DATUM

**Document signed by/Dokument onderteken deur**

**(Municipal Manager / Munisipale Bestuurder and / or Delegated Authority)**

Name/Naam: **WALTER HENDRICKS**

.....  
(Signature/Handtekening)

15/12/2025  
.....  
DATE/DATUM

Contract Manager	Busiwise Fodana	Contract Owner	Koyalike Nantshiza
Directorate	Economic Development & Planning		
Complete Tender No. & Description	8F01/2025/2026		
Service Provider	R/AAN JORDAAN MARKETING PTY LTD		
Commencement Date	08/09/2025	Total Contract Amount	Value of Expansions Approved
Completion Date	28/11/2025	R111 676,50	Not Required
Adjusted Contract Amount	R 0,00	Adjusted Completion Date	Project on Time
		28-Nov-25	yes
Date of Report	12 December 2025		
Report Numbers	1		
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	No empowerment goals were set out in this contract due to the nature and scope of work of services procured. Eg consulting services		
Overall performance including Rand Value in terms of the Empowerment Goals	(R0.00) - not applicable due to the nature and scope of work of contracted services.		
Overall Performance Incl. quality of work to date	All the ordered material was delivered . The invoice was submitted to creditors department for payment.		
Blockages and Problems	NO		
Recommended Action and Resolutions required to unblock blockages & problems	NONE		
Actual Amount Paid to Date	R 0,00	R 0,00	R 0,00
Number of Invoices	1		
Disputed Invoices / Certificate	N/A	N/A	N/A

**ITEM TITLE**

**C61/2026 DIRECTORATE ECONOMIC DEVELOPMENT AND PLANNING:  
DEPARTMENT HUMAN SETTLEMENTS: QUARTERLY REPORT:  
INFORMAL SETTLEMENTS: PERIOD 01 OCTOBER 2025 – 30  
DECEMBER 2025**

*[English version of the report is the original]*

**FILE NUMBER**

17/7/4

**PURPOSE OF REPORT**

To present to Human Settlements and Planning Committee on the quarterly Informal Settlements Management report for the period from period 01 October 2025 – 30 December 2025.

**BACKGROUND**

The Human Settlements Department is responsible for; facilitating the development of low-cost housing subsidy programmes; implementing incremental approaches to informal settlement upgrading; managing the grants allocated for the purposes; supporting and containing the informal settlements growth through education projects and land management; educating consumers of our services through targeted housing consumer education programmes; providing security of tenure through the title deeds restoration programme.

Informal Settlements: Overview

Table 1

<b>TOWN</b>	<b>NUMBER OF SETTLEMENTS</b>	<b>STRUCTURE COUNT</b>
Grabouw	17	16 231
Villiersdorp	13	4203
Caledon	1	1 297
Botrivier	1	348
Myddleton	1	22
Riviersonderend	1	240
Greyton/Genadendal	4	265
<b>Total</b>	<b>38</b>	<b>22 606</b>

**DISCUSSION**

The appointment of a service provider for demolition service assisted significantly with the containment and control efforts by the Unit.

An area of great concern however is the small community of Freedom Farm Greyton who continue to prohibit staff from performing their duty. The safety of staff is becoming a serious concern.

We need the assistance of councillors to sensitise communities on the importance of containment. The expansion of informal settlements is a risk to development and provision of formal services to our communities.

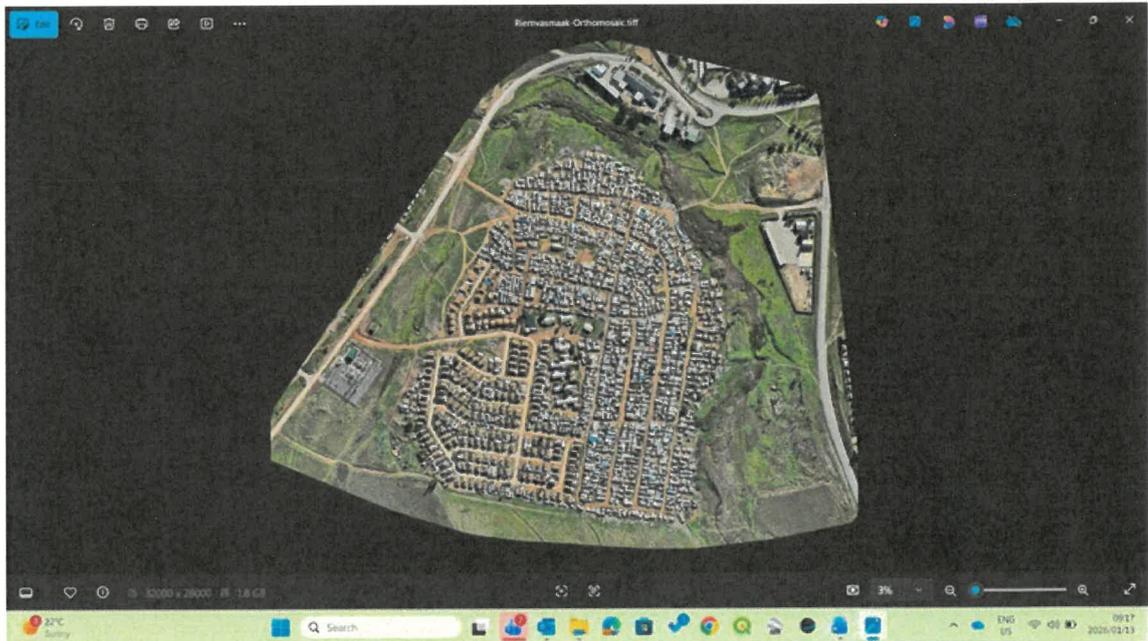
There is a noticeable increase of 226 structures in this quarter. Whilst this sounds alarming the increase is primarily due to the survey of portion of settlements that was not surveyed previously.

That Portfolio takes note of capacity challenges of the unit and our efforts to secure human resources through other means. Portfolio also notes that other Government and Municipal Departments are dependent on placement of Chrysalis Academy Graduates and placement is done by an external service provider. The unit requested the service provider to send us information on placement requests. The current collaboration did not yield the expected placement outcome, and engagement is ongoing to ensure we implement the initiative as intended.

### **DATABASE REFINING**

The unit continues to explore innovative ways of improving data integrity and accuracy with limited resources. This remains a tedious task due to serious lack of human and other resources to effectively implement a project of this magnitude.

Our informal areas are vast, and the absence of technology increases the risk of error and data anomalies. The objective is to have credible data.



### **FIRE AND INCIDENT RESPONSE**

The unit responded to 34 fires in various towns and distributed starter kits to the affected families. We have reached out to various stakeholders for assistance in terms of humanitarian aid.

The unit is exploring fire safety initiatives with communities to educate residents about the risk and hazards that can cause fires. This initiative will be dependent on the availability of the Disaster Management and the Overberg District Municipality Fire and Rescue Services.



<b>Fire incidents</b>	<b>Area</b>	<b>Units</b>
	Caledon	3
	Botrivier	3
	Genadendal / Greyton	2
	Villiersdorp	6
	Riviersonderend	1
	Grabouw	18
	Tesselaarsdal	1
	Myddleton	0

### **SURVEY PROJECT**

This project is also stalling due to limited human resources. However, the increase in structures can contribute to various verification and random surveying by the unit.

### **DRONE PROGRAMME**

The unit continues to explore opportunities for staff to be trained as licensed drone pilots. We are continuing engagements with our private and public sector stakeholders.

### **Demolition report**

The unit in collaboration with Law Enforcement and the appointed services provider conducted various demolition operations in our areas. Most of the operations was planned operations and we managed to demolish a significant number of structures.

A total of 44 structures were demolished for the previous reporting period and 36 for this period.

DEMOLITION REPORT	Area	Units
	Caledon	5
	Botrivier	0
	Genadendal / Greyton	6
	Villiersdorp	9
	Riviersonderend	0
	Grabouw	16
	Myddleton	0

### Training of staff

Staff attended the Migration and Illegal Occupation of Land workshop/training that was hosted by the Property Management and Informal Settlements Units facilitated by SALGA.

Seven (6 permanent, 1 temporary) staff currently attend the disaster management training that commenced in August 2024 and completion in February 2027 that is hosted by the Provincial Disaster Management Centre.

Two (2) received in-house training on the internal financial system and project recons.

Staff are continuously encouraged to use the National School of Government platform to develop and refine their skills.

### External Partnership

The partnership with Chrysalis Academy continues as we continue seeking alternatives to capacitate the unit with minimal contribution from the municipality financially.

The Unit also re-established the relationship with the Violence Protection Through Urban Planning NPC (VPUU) to assist the Municipality with a funding proposal for enumeration and the possible erection of container office within our Informal Settlements to serve the public more effectively and efficiently.

The unit remains under pressure, and the work distribution vs human capacity ratio is completely disproportionate.

### FINANCIAL IMPLICATIONS (ITEM AUTHOR)

Not applicable.

**LEGAL IMPLICATIONS (ITEM AUTHOR)**

213

Not applicable.

**RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

Not applicable.

**RECOMMENDATION BY ITEM AUTHOR:**

**It is recommended that the Human Settlements and Planning Committee note the quarterly Informal Settlements Report and activities.**

**RECOMMENDATION BY THE HUMAN SETTLEMENTS AND PLANNING COMMITTEE TO THE EMC: 04 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor P Stander, and seconded by Alderman BB Mkhwibiso, it was recommended as follows:

- 1. The Human Settlements and Planning Committee noted the quarterly Informal Settlements Report and activities.**
- 2. That the EMC and Council note the quarterly Informal Settlements Report and activities.**
- 3. That Council review and reconsider with urgency the safety of Officials and the capacity challenge the Department faces in the execution of their duties.**
- 4. That Councillors must assist in sensitizing Communities on the importance of containment and the risk it poses on the provision of emergency services to the communities.**

**RECOMMENDATION BY THE EMC TO COUNCIL: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor H Linnerts, and seconded by Alderman C Clayton it was recommended as follows:

- 1. That the EMC noted the quarterly Informal Settlements Report and activities.**
- 2. That the Council notes the quarterly Informal Settlements Report and activities.**

3. That Council review and reconsider with urgency the safety of Officials and the capacity challenge the Department faces in the execution of their duties.
4. That Councillors must assist in sensitizing Communities on the importance of containment and the risk it poses on the provision of emergency services to the communities.

**RECOMMENDATION TO COUNCIL:**

It is recommended:

1. That the EMC noted the quarterly Informal Settlements Report and activities.
2. That the Council notes the quarterly Informal Settlements Report and activities.
3. That Council review and reconsider with urgency the safety of Officials and the capacity challenge the Department faces in the execution of their duties.
4. That Councillors must assist in sensitizing Communities on the importance of containment and the risk it poses on the provision of emergency services to the communities.

**ITEM TITLE**

**C62/2026 DIRECTORATE ECONOMIC DEVELOPMENT AND PLANNING:  
DEPARTMENT HUMAN- AND INFORMAL SETTLEMENTS:  
REPORTING OF PERFORMANCE OF CONTRACTORS:  
QUARTERLY REPORT (OCTOBER - DECEMBER 2025)**

*[English version of the report is the original]*

**FILE NUMBER**

8/2/3/5/6

**PURPOSE OF REPORT**

To present a report to Council in terms of the contract and performance management of the Directorate: Economic Development and Planning Contractors (Human Settlements and informal Settlements) for the months October to December 2025.

**BACKGROUND**

Section 116(2) of the Municipal Finance Management Act, 2003 (Act 56 of 2003) states that the accounting officer of a municipality or municipal entity must:

Take all reasonable steps to ensure that a contract or agreement procured through the Supply Chain Management Policy of the municipality or municipal entity is properly enforced;

Monitor on a monthly basis the performance of the contract under the contract agreement;

Establish capacity in the administration of the municipality or municipal entity-

1. To assist the accounting officer in carrying out the duties set out in paragraphs(a) and (b); and
2. To oversee the day-to-day management of the contract agreement; and

Regularly report to Council of the municipality or the board of directors of the entity, as may be appropriate, on the management of the contract or agreement and the performance of the contract.

**DISCUSSION**

3.1 The following reporting templates of contracts are attached to this document:

- 3.1.1 Asla Construction – Villiersdorp Berg en Dal
- 3.1.2 Asla Construction – Villiersdorp Destiny Farm (708)
- 3.1.3 Asla Construction – Villiersdorp Destiny Fram Phase 2 (Electrification)
- 3.1.4 Asla Construction - Villiersdorp Destiny Fram Phase 3 (478)

- 3.1.5 Fanisa VC Construction&Projects – Riviersonderend Construction of 48 units  
Joe Slovo
- 3.1.6 Vstate Holdings/Makhare Construction - Riviersonderend Construction of 48  
units Joe Slovo
- 3.1.7 Siyakhatala Safety CC – Provision of Health and Safety Services
- 3.1.8 Asla Construction – Villiersdorp Greater Villierdorp
- 3.1.9 EGINEERING Advice and Services Western Cape – Caledon Riemvasmaak  
Planning
- 3.1.10 EGINEERING Advice and Services Western Cape – Grabouw Greater Grabouw
- 3.1.11 Neil Lyners – Grabouw Hillside Civils
- 3.1.12 Inyameko Trading – Grabouw Hillside
- 3.1.13 Iliso Construction (pty) Ltd – Grabouw Roodakke
- 3.1.14 IX Engineers – Greyton 595
- 3.1.15 IX Engineers – Beaumont Botrivier
- 3.1.16 EGINEERING Advice and Services Western Cape – Beaumont Botrivier TRA
- 3.1.17 Batsini - Beaumont Botrivier TRA
- 3.1.19 Security Consortium SA CC - Demolition of illegal structures
- 3.1.20 PHP Building Supplies – Supply and Delivery of Materials
- 3.1.21 Kruger & Blignaut - Evictions

**FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

The ineffective management of contracts can jeopardize the expenditure pattern of the organization and also create a scenario where the municipality does not get value for money.

**LEGAL IMPLICATIONS (ITEM AUTHOR)**

Not applicable.

**RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

Blockages as per attached.

**RECOMMENDATION BY ITEM AUTHOR:**

**It is recommended that Council takes cognizance of the report.**

**RECOMMENDATION BY THE HUMAN SETTLEMENTS AND PLANNING  
COMMITTEE TO THE EMC: 04 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor P Stander, and seconded by Alderman CC Clayton it was recommended as follows:

**That Council takes cognizance of the report.**

**RECOMMENDATION BY THE EMC TO COUNCIL: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, it was unanimously recommended as follows:

**That Council takes cognisance of the report.**

**RECOMMENDATION TO COUNCIL:**

**It is recommended that Council takes cognizance of the report.**

**QUARTERLY CONTRACT REPORTING**

Type of Document/ Tipe document: Contract report: October - December 2025

**Document prepared by/Dokument voorberei deur:**

**(Accountant: Human Settlement)**

ERS Name/Naam: **E Gardiner**

  
.....  
(Signature/Handtekening)

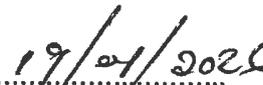
  
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**Document checked and supported by/Dokument nagesien deur:**

**(Manager: Human Settlements)**

Name/Naam: **W Moses**

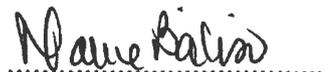
  
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DATE/DATUM

**Document Supported by/Dokument ondersteun deur**

**(Director: Economic Development & Planning)**

Name/Naam: **N Baliso**

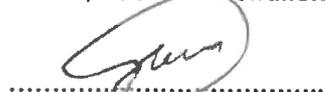
  
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DATE/DATUM

**Document Signed by/Dokument verifieer deur**

**(Municipal Manager / Munisipale Bestuurder)**

Name/Naam: **W Hendricks**

  
.....  
(Signature/Handtekening)

  
.....  
DATE/DATUM

PROJECT MANAGER:		PROJECT CHAMPION:		Funding Source	
I. Lüthi		N. Bolito		Own	Other
<p>06/01/2021/22: APPOINTMENT OF A HOUSING IMPLEMENTING AGENT TO FACILITATE AND DRAFT A FUTURE HOUSING DEVELOPMENT PLAN FOR THE TOWN OF VILLERSDORP (BERGENDAL) PHASE 1 - IMPLEMENTATION OF DESTINY FARM PHASE 1 - BERGENDAL</p> <p>ASIA CONSTRUCTION</p>					
Complete Tender No. & Description Service Provider	01/12/2022	Total Contract Amount	R 30 996 091,00	Value of VOT's Approved	None
Commencement Date	31/12/2023	Adjusted Completion Date	31/03/2024	Project on Time	Yes
Adjusted Contract Amount	R 30 996 091,00	Report Numbers	29		
Date of Report	31/10/2025				
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	<p>The project provided opportunities to the EPWP and local sub-contractors in the Villersdorp area (26 EPWP local Labour)</p>				
The project provided opportunities to the EPWP and local sub-contractors in the Villersdorp area (26 EPWP local Labour)	<p>The project provided opportunities to the EPWP and local sub-contractors in the Villersdorp area (26 EPWP local Labour)</p>				
Overall Performance incl. quality of work to date	<p>Overall performance on empowerment goals was satisfactory as opportunities were created to the maximum budgeted.</p> <p>The quality of work was satisfactory, and the project was completed on time and complied with the standard of works. Practical Completion of the project has been reached. There is a road still to be completed but can only be constructed once the families on the way have moved which will be considered in Destiny Farm housing and/or serviced sites.</p>				
Blockages and Problems	<p>The 5 families are still in the way although the project has been completed for what was open to be constructed and its operational. There is R1,6 million funds left for the completion of the roads where the families refused to move. Project to stay open until the structures have moved and completion of the works.</p>				
Recommended Action and Resolutions required to unblock blockages & problems	<p>The municipality will consider the 5 families first on the 208 sites in Destiny Farm Phase 2 once completed and the road in Phase 1: Bergendal will be completed.</p>				
Actual Amount Paid to Date	R 28 974 507,53		R 28 974 507,53		
Number of Invoices / Certificates	18		18		
Disputed Invoices / Certificates	None		None		
			R 28 974 507,53		None

PROJECT MANAGER:		PROJECT CHAMPION:		Funding Source	
L Lithol		N Baliso		Own	Other
<b>IMPLEMENTATION</b> DEV 01/2022/22 APPOINTMENT OF A HOUSING IMPLEMENTING AGENT TO FACILITATE AND DRAFT A FUTURE HOUSING DEVELOPMENT PLAN FOR THE TOWN OF VILLERSDORP (DESTINY FARM) PHASE 2 - IMPLEMENTATION OF DESTINY FARM PHASE 2 - DESTINY FARM (708)					
<b>ASLA CONSTRUCTION</b> Commencement Date: 29/07/2024 Completion Date: 31/12/2024 Total Contract Amount: R 101 522 563,70 Value of VO's Approved: None Adjusted Contract Amount: R 108 491 010,70 Adjusted Completion Date: 28-Aug-25 Date of Report: 31/10/2025 Report Numbers: 21					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(c) of the SCM Policy	The Project is providing work opportunities as part of the Expanded Public Works Program (EPWP) and assisting in local economic development by using local sub-contractors for activities (e.g. Kerb laying)	The Project is providing work opportunities as part of the Expanded Public Works Program (EPWP) and assisting in local economic development by using local sub-contractors for activities (e.g. Kerb laying)	22	23	The Project is providing work opportunities as part of the Expanded Public Works Program (EPWP) and assisting in local economic development by using local sub-contractors for activities (e.g. Kerb laying)
	Overall performance including Rand Value in terms of the Empowerment Goals	Overall performance is satisfactory. Project has provided 23 Expanded Public Works Program (EPWP) work opportunities that are working as general workers for the project. The project is using local sub-contractors.	Overall performance is satisfactory. Project has provided 23 Expanded Public Works Program (EPWP) work opportunities that are working as general workers for the project. The project is using local sub-contractors.	23	Overall performance is satisfactory. Project has provided 23 Expanded Public Works Program (EPWP) work opportunities that are working as general workers for the project. The project is using local sub-contractors.
Overall Performance incl. quality of work to date	Works Completed. Practical Completion Reached. Project to be closed.	Works Completed. Practical Completion Reached. Project to be closed.	None	None	Works Completed. Practical Completion Reached. Project to be closed.
Blockages and Problems	None	None	None	None	None
Recommended Action and Resolutions required to unblock blockages & problems	None	None	None	None	None
Actual Amount Paid to Date	R 93 275 984,81				R 93 275 984,81
Number of Invoices / Certificates	13				13
Disputed Invoices / Certificates	None				None



PROJECT MANAGER:		PROJECT CHAMPION:		Funding Source	
L Litholi		N Baliko		Own	Other
DEV 01/2021/22 APPOINTMENT OF A HOUSING IMPLEMENTING AGENT TO FACILITATE AND DRAFT A FUTURE HOUSING DEVELOPMENT PLAN FOR THE TOWN OF VILERSDORP (DESTINY FARM) PHASE 2 - IMPLEMENTATION OF DESTINY FARM PHASE 2 - DESTINY FARM (708) ASIA CONSTRUCTION					
Complete Tender No. & Description	Total Contract Amount		Value of VO's Approved	None	
Service Provider	R 17 395 000,00		30-Jun-26	Housing Grant	
Commencement Date	2025/10/16	Adjusted Completion Date		None	
Completion Date	2026/06/30	31/10/2025		Yes	
Adjusted Contract Amount	R 17 395 000,00	30/11/2025		Project on Time	
Date of Report	31/10/2025	31/12/2025		Yes	
Report Numbers	1	2		3	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	The project will provide empowerment by employing locals and using local suppliers and local sub-contractors as soon as the works has started.		The project will provide empowerment by employing locals and using local suppliers and local sub-contractors as soon as the works has started.		The project will provide empowerment by employing locals and using local suppliers and local sub-contractors as soon as the works has started.
Overall performance including Rand Value in terms of the Empowerment Goals	None to report, the contractor only established the site		None to report, the contractor only established the site.		None to report, the contractor only established the site.
Overall Performance Incl. quality of work to date	Nothing to report yet, the contractor just Established site.		Contractor has procured material to start and will only start in January 2026. Due to builder's holiday.		Contractor has procured material to start and will only start in January 2026. Due to builder's holiday.
Blockages and Problems	There is a lead time on the wooden poles from this supplier. The shortage is nationwide		The electrical contractor expects delivery of wooden poles in December 2025, as per the procurement lead time.		The electrical contractor expects delivery of wooden poles in December 2025, as per the procurement lead time.
Recommended Action and Resolutions required to unblock blockages & problems	The contractor has ordered the material and anticipated to arrive in November 2025.		The programme has been rescheduled to commence in January 2025, allowing for the lead time required for critical materials.		The programme has been rescheduled to commence in January 2025, allowing for the lead time required for critical materials.
Actual Amount Paid to Date	R 0,00		R 0,00		R 0,00
Number of Invoices /Certificates	0		0		0
Disputed Invoices / Certificates	None		None		None

PROJECT MANAGER:		PROJECT CHAMPION:		Funding Source	
I. Uthoff		N. Ballo		Own	Other
PLANNING		PLANNING		Housing Grant	None
DEV/03/2034/25 APPOINTMENT OF A CONTRACTOR TO CONSTRUCT 48 HOUSING UNITS IN JOE SLOVO, RIVERSOENDEREND					
FANSEA VC CONSTRUCTION & PROJECTS					
Service Provider	01/05/2025	R 7 168 559,20	Value of VO's Approved		
Completion Date	31/01/2025				
Adjusted Contract Amount	R 0,00	Adjusted Completion Date	M/A	Project on Time	Yes
Date of Report	31/01/2025	30/11/2025		31/12/2025	
Report Numbers	5	6		7	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	100% of unskilled laborers will be recruited from the benefiting community, and security services will be procured within the watershed municipality boundaries as well as the CLO will be recruited from the benefiting community (Riversoenderend)				
Overall performance including Rand Value in terms of the Empowerment Goals	None to report, the contractor has recently established on site and initiated the recruitment process, aligning with the empowerment goals.				
Overall Performance incl. quality of work to date	Contractor has requested mutual termination of the contract.				
Blockages and Problems	The project is scheduled to be closed out.				
Recommended Action and Resolutions required to unblock blockages & problems	The municipality is the process of procuring a replacement contractor.				
Actual Amount Paid to Date	R 353 933,00	R 353 933,00		R 353 933,00	
Number of Invoices / Certificates	1	1		1	
Disputed Invoices / Certificates	None	None		None	

PROJECT MANAGER:		L Litholi		PROJECT CHAMPION:		N Baliso	
Complete Tender No. & Description		IMPLEMENTATION		Funding Source		Other	
CONSTRUCTION OF 48 RDP HOUSING UNITS IN RIVERSONDEREND, JOE SLOVO		VSTATE HOLDINGS/MAHARE CONSTRUCTION		Own	Housing Grant		
Service Provider							
Commencement Date	2025/11/06	Total Contract Amount	R 8 114 075,20	Value of VO's Approved	None		
Completion Date	2026/04/06	Adjusted Completion Date	05-Apr-26	Project on Time	Yes		
Adjusted Contract Amount	R 8 114 075,20						
Date of Report	31/10/2025		30/11/2025		31/12/2025		
Report Numbers	0		1		2		
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		100% of unskilled laborers will be recruited from the benefiting community, sand and security services will be procured within Thiewaterskloof municipality boundaries as well as the CLO will be recruited from the benefiting community (Riversonderend).	100% of unskilled laborers will be recruited from the benefiting community, sand and security services will be procured within Thiewaterskloof municipality boundaries as well as the CLO will be recruited from the benefiting community (Riversonderend).		100% of unskilled laborers will be recruited from the benefiting community, sand and security services will be procured within Thiewaterskloof municipality boundaries as well as the CLO will be recruited from the benefiting community (Riversonderend).		
Overall performance including Rand Value in terms of the Empowerment Goals		8 local labourers have been appointed, and the CLO is from the local community.	8 local labourers have been appointed, and the CLO is from the local community.		10 local labourers have been appointed, and the CLO is from the local community		
Overall Performance incl. quality of work to date		The work is progressing satisfactorily, with the contractor ordering and filling materials in preparation for casting the foundation.	The work is progressing satisfactorily, with the contractor ordering and filling materials in preparation for casting the foundation.		The work is progressing satisfactorily. The contractor has casted 9 raft foundations and preparing to cast more in January 2026		
Blockages and Problems		None.	None.		Informal structures in the way of the houses to be built.		
Recommended Action and Resolutions required to unblock blockages & problems		None.	None.		Discussions have started with the people that are in the way as well as the letters has been served to the people by the municipality.		
Actual Amount Paid to Date	R 0,00		R 0,00		R 0,00		
Number of Invoices / Certificates	0		0		0		
Disputed Invoices / Certificates	None		None		None		

PROJECT MANAGER:	L. Lihohi		PROJECT CHAIRMAN:	N. Baliso		Funding Source
	PLANNING			Own		Other
Complete Tender No. & Description	APPOINTMENT OF CONSTRUCTION HEALTH AND SAFETY AGENT FOR THE RIVERSONDEREND: DE SLOVO 48 HOUSING PROJECT FOR THE CONSTRUCTION PERIOD ENDING 30 JUNE 2026					Housing Grant
Service Provider	STYARWATALA SAFETY CC					
Commencement Date	18/07/2025	Total Contract Amount	R 42 300,00	Value of VO's Approved	None	
Completion Date	30/06/2026	Adjusted Completion Date	N/A	Project on Time	Yes	
Adjusted Contract Amount	R 0,00	Date of Report	31/10/2025	31/12/2025		
Report Numbers	4					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Empowerment goals not applicable. Professional services contract.					
Overall performance including Rand Value in terms of the Empowerment Goals	Empowerment goals not applicable. Professional services contract.					
Overall Performance incl. quality of work to date	The Audit report has been compiled and submitted to both the municipality and the contractor					
Blockages and Problems	None.					
Recommended Action and Resolutions required to unblock blockages & problems	None.					
Actual Amount Paid to Date	R 0,00		R 0,00		R 0,00	
Number of Invoices / Certificates	0		0		0	
Disputed Invoices / Certificates	None		None		None	

PROJECT MANAGER:		PROJECT CHAMPION:		Funding Source	
L Lithoi		N Bafiso		Own	Other
PLANNING		ASIA CONSTRUCTION		Housing Grant	
<p>APPOINTMENT OF A HOUSING IMPLEMENTING AGENT TO INVESTIGATE THE BEST SOLUTION TO UNBLOCK THE INFORMAL SETTLEMENTS OF PHUKOM, GONWINE PARK, WEST SIDE, LOWER WEST SIDE, AND PROTSA HEIGHTS FOR THE TOWN OF VILLERSDOORP (GREATER VILLERSDOORP)</p>					
Service Provider	ASIA CONSTRUCTION		Value of VO's Approved	None	
Commencement Date	15 May 25	Total Contract amount	R 5 271 000,00		
Completion Date	30/06/2028	Adjusted Completion Date	N/A	Project on Time	
Adjusted Contract Amount	R 0,00	Adjusted Completion Date	31/10/2025	31/12/2025	Yes
Date of Report	31/10/2025		30/11/2025	31/12/2025	
Report Numbers	5		6	7	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Empowerment goals not applicable for Planning Project.		Empowerment goals not applicable for Planning Project.		Empowerment goals not applicable for Planning Project.
Overall performance including Rand Value in terms of the Empowerment Goals	None as the goals are not applicable		None as the goals are not applicable		None as the goals are not applicable
Overall Performance Incl. quality of work to date	<p>Goal: The conceptual layout has been developed, Environmental Process started with engagements with Department of Environmental Affairs and Consulting Engineers.</p>		<p>Goal: The conceptual layout has been developed, Environmental Process started with engagements with Department of Environmental Affairs and Consulting Engineers.</p>		<p>Goal: The conceptual layout has been developed, Environmental Process started with engagements with Department of Environmental Affairs and Consulting Engineers.</p>
Blockages and Problems	None.		None.		None.
Recommended Action and Resolutions required to unblock blockages & problems	None.		None.		None.
Actual Amount Paid to Date	R 1 844 850,00		R 3 953 250,00		R 3 953 250,00
Number of Invoices / Certificates	1		2		2
Disputed Invoices / Certificates	None		None		None

PROJECT MANAGER:		L Liholi		PROJECT CHAMPION:		N Baliso	
PLANNING				Funding Source		Other	
TECH 01/2022/23 APPOINTMENT OF CIVIL ENGINEERING CONSULTANT FOR THE CALEDON: RIEKVASMAAK INSITU UPGRADING OF INFORMAL SETTLEMENT PROGRAMME (UISP)							
ENGINEERING ADVICE AND SERVICES WESTERN CAPE (PTY) LTD							
Service Provider							Housing Grant
Commencement Date	06/04/2023	Total Contract Amount	R 2 345 000,00	Value of VO's Approved			None
Completion Date	30/06/2025	Adjusted Completion Date	31/10/2025	Project on Time	Yes		
Adjusted Contract Amount	R 2 813 500,00		31/11/2025		30/12/2025		
Date of Report		Report Numbers	31		32		33
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Empowerment goals not applicable. Professional services contract.						
Overall performance including Band Value in terms of the Empowerment Goals	Empowerment goals not applicable. Professional services contract.						
Overall Performance Incl. quality of work to date	Satisfactory, the tender was compiled and evaluated.						
Blockages and Problems	The delay on the award of the tender.						
Recommended Action and Resolutions required to unblock blockages & problems	Bid Adjudication Committee to convene in order to award the tender.						
Actual Amount Paid to Date	R 1 260 000,00		R 1 385 000,00		R 1 385 000,00		
Number of Invoices / Certificates	6		7		7		
Disputed Invoices / Certificates	None		None		None		

PROJECT MANAGER:		L Lithoff		PROJECT CHAMPION:		N Baliso	
Complete Tender No. & Description		TECH 01/2022/23 PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR GRABOUW: GREATER GRABOUW 7000 HOUSING PROJECT		PLANNING		Funding Source	
Service Provider		ENGINEERING ADVICE AND SERVICES WESTERN CAPE (PTY) LTD		Own		Other	
Commencoment Date		10/08/2023		Total Contract Amount		R 10 080 000,00	
Completion Date		30/06/2025		Value of VO's Approved		None	
Adjusted Contract Amount		R 10 080 000,00		Adjusted Completion Date		30/06/2028	
Date of Report		31/10/2025		30/11/2025		31/12/2025	
Report Numbers		27		28		29	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(e) of the SCM Policy		Empowerment goals not applicable. Professional services contract.		Empowerment goals not applicable. Professional services contract.		Empowerment goals not applicable. Professional services contract.	
Overall performance including Rand Value in terms of the Empowerment Goals		Empowerment goals not applicable. Professional services contract.		Empowerment goals not applicable. Professional services contract.		Empowerment goals not applicable. Professional services contract.	
Overall Performance Incl. quality of work to date		Gipsy Queen: Detailed design completed, Land Use Application served at Municipal Planning Tribunal and approved, appeals lodged, appeal committee will convene in November 2025. Farm RE/29/213 - Detailed design commenced and the Draft Basic Assessment Report has been submitted. Farm 295,292&301: Preliminary designs commenced, engagement with Department of Environmental Affairs and Development Planning regarding environmental authorization process commenced. Insufficient funding for the bulk infrastructure in Farms 292, 295 and 301.		Gipsy Queen: Detailed design completed, Land Use Application served at Municipal Planning Tribunal and approved, appeals lodged, appeal committee will convene in November 2025. Farm RE/29/213 - Preliminary design commenced and the Draft Basic Assessment Report has been submitted. Farm 295,292&301: Preliminary design commenced, engagement with Department of Environmental Affairs and Development Planning regarding environmental authorization process commenced. Insufficient funding for the bulk infrastructure of farms 292, 295 and 301.		Gipsy Queen: Detailed design completed, Land Use Application to serve at Municipal Planning Tribunal and Environmental Authorization received. Farm RE/29/213 - Preliminary detail designs completed, project feasibility report approved by Department of Infrastructure and contract concluded. The Environmental Authorization process commenced with an applicability checklist.	
Blockages and Problems		The municipality has applied for Budget Facility for Infrastructure funding and is awaiting feedback.		The municipality has applied for Budget Facility for Infrastructure funding and is awaiting feedback.		The municipality has applied for Budget Facility for Infrastructure funding and is awaiting feedback.	
Actual Amount Paid to Date		R 5 648 400,01		R 5 648 400,01		R 5 648 400,01	
Number of Invoices /Certificates		9		9		9	
Disputed Invoices / Certificates		None		None		None	

PROJECT MANAGER:		PROJECT CHAMPION:		Funding Source	
I. Litalof		N. Baliso		Own	Other
PLANNING					
TECH 01/2022/23 APPOINTMENT OF PROFESSIONAL CONSULTANT SERVICES FOR GRABOUW HILLSIDE 321 HOUSING PROJECT PHASE 2					
NEIL LYMERS AND ASSOCIATES (PTY) LTD					
Service Provider		Total Contract Amount	Value of VO's Approved		None
Completion Date	07/09/2024				
Adjusted Contract Amount	R 626 842,00				
Adjusted Completion Date	30/06/2025				
Date of Report	31/10/2025	30/11/2025	30/06/2026	Project on Time	Yes
Report Numbers	20	21	22		
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Empowerment goals not applicable. Professional services contract.	Empowerment goals not applicable. Professional services contract.	Empowerment goals not applicable. Professional services contract.		
Overall performance including Raw Value in terms of the Empowerment Goals	Empowerment goals not applicable. Professional services contract.	Empowerment goals not applicable. Professional services contract.	Empowerment goals not applicable. Professional services contract.		
Overall Performance Incl. quality of work to date	Good. The tender for phase 2A is being evaluated.	Good. The tender for phase 2A is being evaluated.	Good. The tender for phase 2A is being evaluated.		
Blockages and Problems	Delay in the Bid Evaluation Committee	Delay in the Bid Evaluation Committee	The tender has been evaluated and adjudicated. The award letters has been delayed due to outstanding signatures from Directors.		
Recommended Action and Resolutions required to unblock, blockages & problems	None.	None.	The Project Manager had a discussion with the Manager/Supply Chain Management, who promised to get the signature as soon as possible to send out the letters.		
Actual Amount Paid to Date	R 67 556,00	R 67 556,00	R 67 556,00		
Number of Invoices / Certificates	1	1	1		
Disputed Invoices / Certificates	None	None	None		

PROJECT MANAGER:		L. Liboil		PROJECT CHAMPION:		N. Baliso	
Complete Tender No. & Description		IMPLEMENTATION				Funding Source	
Service Provider		APPOINTMENT OF A CONTRACTOR TO COMPLETE HOUSES IN GRABOUW, HILLSIDE PHASE 1 INYAMEKO TRADING 126CC				Own	Other Housing Grant
Commencement Date	Completion Date	Total Contract Amount	Value of VO's Approved	Project on Time		None	
2025/10/30	2025/12/31	R 260 203,65		31-Mar-26	Yes		
Adjusted Contract Amount	Adjusted Completion Date						
R 260 203,65	31/10/2025			30/11/2025	31/12/2025		
Date of Report	Report Numbers						
31/10/2025	0			1	2		
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy			Empowerment goals not applicable. Professional services contract.		Empowerment goals not applicable. Professional services contract.		
Overall performance including Rand Value in terms of the Empowerment Goals			Empowerment goals not applicable. Professional services contract.		Empowerment goals not applicable. Professional services contract.		
Overall Performance Incl. quality of work to date			Good. The contractor has reached practical completion of the 16 units. One unit is vandalized beyond repair.		Good. The contractor has reached practical completion of the 16 units. One unit is vandalized beyond repair.		
Blockages and Problems			Delay in the connection of the water pipes.		Delay in the connection of the water pipes.		
Recommended Action and Resolutions required to unblock blockages & problems			The contractor has been instructed to complete the connections.		The contractor has been instructed to complete the connections.		
Actual Amount Paid to Date	R 0,00			R 0,00		R 0,00	
Number of Invoices /Certificates	0			0		0	
Disputed Invoices / Certificates	None			None		None	

PROJECT MANAGER:		PROJECT CHAMPION:		N Baliso	
L. Ubbol		IMPLEMENTATION		Funding Source	
TECH 02/2022/23 PROVISION OF CONSULTING SERVICES FOR GRABOUW: HOODANKE 1054 CIVIL ENGINEERING SERVICES		Own		Other	
ILISO CONSULTING (PTY) LTD		None		Housing Grant	
Service Provider		Value of VO's Approved			
Commencement Date	08/05/2025	R 546 500,00			
Completion Date	30/06/2026				
Adjusted Contract Amount	R 546 500,00				
Adjusted Completion Date	31/10/2025				
Date of Report	30/11/2025				31/12/2025
Report Numbers	9				11
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Empowerment goals not applicable. Professional services contract.				
Overall performance including (and Value in terms of the Empowerment Goals	Empowerment goals not applicable. Professional services contract.				
Overall Performance Incl. quality of work to date	The quality of work is satisfactory. The tender was advertised and closed, currently being evaluated.				
Blockages and Problems	The tender's validity period expired prior to appointment.				
Recommended Action and Resolutions required to unblock blockages & Problems	Senior management to convene a meeting with Department of Infrastructure regarding roll-over of the project to 2026/27 financial year.				
Actual Amount Paid to Date	R 428 894,90				R 428 894,90
Number of Invoices /Certificates	3				3
Disputed Invoices / Certificates	None				None

PROJECT MANAGER:		PROJECT CHAMPION:		Funding Source	
L Ltholl		N Baliso		Own	Other
PLANNING		PLANNING		Housing Grant	
TECH 01/2022/23 APPOINTMENT OF PROFESSIONAL CIVIL ENGINEERING CONSULTANT SERVICES FOR GREYTON ERF 555 HOUSING PROJECT					
Service Provider	IR ENGINEERS (PTY) LTD				
Commencement Date	6/09/2023	Total Contract Amount	R 2 599 477,62	Value of VO's Approved	Note
Completion Date	30/06/2025	Adjusted Completion Date	30/06/2026	Project on Time	Yes
Adjusted Contract Amount	R 2 861 578,21	Report Numbers	27	28	29
Date of Report	31/10/2025	Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Empowerment goals not applicable. Professional services contract.		
Overall performance including Rand Value in terms of the Empowerment Goals	Empowerment goals not applicable. Professional services contract.	Overall performance including Rand Value in terms of the Empowerment Goals	Empowerment goals not applicable. Professional services contract.		
Overall Performance incl. quality of work to date	Satisfactory. The detailed designs have been completed, and detailed engineering report has been submitted. Project implementation Readiness report submitted to Department of Infrastructure	Overall Performance incl. quality of work to date	Satisfactory. The detailed designs have been completed, and detailed engineering report has been submitted.		
Blockages and Problems	None.	Blockages and Problems	Approval of the Water Use License		
Recommended Action and Resolutions required to unblock blockages & problems	None.	Recommended Action and Resolutions required to unblock blockages & problems	Environmental Assessment Practitioner (EAP) to complete the process.		
Actual Amount Paid to Date -	R 1 203 163,58	Actual Amount Paid to Date -	R 1 203 163,58		
Number of Invoices / Certificates	5	Number of Invoices / Certificates	5		
Disputed Invoices / Certificates	None	Disputed Invoices / Certificates	None		

PROJECT MANAGER:		PROJECT CHAMPION:		Funding Source	
L. Litholf		N. Ballo		Own	Other
PLANNING		PLANNING		Housing Grant	
TECH 01/2022/23 PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE BOTRIEVER: BEAUMONT HOUSING PROJECT					
IX ENGINEERS (PTY) LTD					
Service Provider			Value of VO's Approved		Note
Commencement Date	10/09/2023		R 2 984 477,00		
Completion Date	30/06/2025				
Adjusted Contract Amount	R 3 581 372,44	Adjusted Completion Date	30/06/2025	Project on Time	Yes
Date of Report	31/10/2023		30/11/2023		31/12/2023
Report Numbers	27		28		29
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Empowerment goals not applicable. Professional services contract.				
Overall performance including Rand Value in terms of the Empowerment Goals	Empowerment goals not applicable. Professional services contract.				
Overall Performance incl. quality of work to date	Good. Preliminary designs have been completed, the Land Use Planning report has been initiated, and the Environmental Authorization process has commenced.				
Blockages and Problems	Pending receipt of electrical capacity confirmation from Eskom.				
Recommended Action and Resolutions required to unblock blockages & problems	The municipality has requested a letter from Eskom and will follow up on this matter. Additionally, a meeting will be scheduled between the Human Settlements and Electrical Departments to discuss further.				
Actual Amount Paid to Date	R 566 250,00		R 566 250,00		R 566 250,00
Number of Invoices / Certificates	3		3		3
Disputed Invoices / Certificates	None		None		None

PROJECT MANAGER:		L Dithoi		PROJECT CHAMPION:		N Rollin	
		PLANNING				Funding Source	
Complete Tender No. & Description		TECH 01/2022/23 APPOINTMENT OF PROFESSIONAL CONSULTANT SERVICES FOR BOTSWANA BEAUMONT TEMPORARY RESIDENTIAL ACCOMMODATION (TRM) PHASE 1A, B-GRADE UPGRAADING TO A-GRADE SERVICES		Own		Other	
Service Provider		ENGINEERING ADVICE AND SERVICES WESTERN CAPE (PTY) LTD				Housing Grant	
Commencement Date		29/01/2025		Value of VO's Approved		None	
Completion Date		30/06/2026		Total Contract Amount		R 799 600,00	
Adjusted Contract Amount		R 799 600,00		Adjusted Completion Date		N/A	
Date of Report		31/10/2025		30/11/2025		Project on Time	
Report Numbers		8		10		11	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(b) of the SCM Policy		Empowerment goals not applicable. Professional services contract.		Empowerment goals not applicable. Professional services contract.		Empowerment goals not applicable. Professional services contract.	
Overall performance including Brand Value in terms of the Empowerment Goals		Empowerment goals not applicable. Professional services contract.		Empowerment goals not applicable. Professional services contract.		Empowerment goals not applicable. Professional services contract.	
Overall Performance incl. quality of work to date		The quality of work is satisfactory. Following the tender advertisement and closure, the tender was successfully awarded.		The quality of work is satisfactory. Following the tender advertisement and closure, the tender was successfully awarded, and the contractor has established.		The quality of work is satisfactory. Following the tender advertisement and closure, the tender was successfully awarded, and the contractor has established.	
Blockages and Problems		None		None		None	
Recommended Action and Resolutions required to unblock blockages & problems		None		None		None	
Actual Amount Paid to Date		R 519 560,00		R 591 600,00		R 620 457,14	
Number of Invoices / Certificates		2		3		4	
Disputed Invoices / Certificates		None		None		None	

PROJECT MANAGER:		L. Lithali		PROJECT CHAMPION:		N. Baliso	
IMPLEMENTATION				Funding Source			
INSTALLATION OF ENGINEERING SERVICES (ROADS & STORMWATER) FOR THE UPGRADING OF THE BOTTRIVER: BEAUMONT TEMPORARY RESIDENTIAL AREA (TRA)				Own	Other	Housing Grant	
Service Provider				BATSINI (PTY) LTD			
Complete Tender No. & Description		2025/10/04		R 4 199 092,17		Value of VO's Approved	
Commencement Date		2026/06/30		30-Jun-26		None	
Completion Date		R 4 199 092,17		Adjusted Completion Date		Project on Time	
Adjusted Contract Amount		31/10/2025		30/11/2025		31/12/2025	
Date of Report		0		1		2	
Report Numbers							
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(b) of the SCM Policy						The project provided opportunities to the EPWP and local sub-contractors in the Villiersdorp area (26 EPWP local Labour)	
Overall performance including Rand Value in terms of the Empowerment Goals						Recruitment in process.	
Overall Performance incl. quality of work to date						The quality of work was satisfactory, and the project was completed on time and complied with the standard of works. Practical Completion of the project has been reached. There is a road still to be completed but can only be constructed once the families on the way have moved which will be considered in Destiny Fram housing and/or serviced sites.	
Blockages and Problems						The work is satisfactory, the contractor has established on site, will start with works in January 2026.	
Recommended Action and Resolutions required to unblock blockages & problems						Fencing of the structures in the TRA are encroaching on the road reserve.	
Actual Amount Paid to Date						In collaboration with Informal Settlements Team the discussions have started with affected households.	
Number of Invoices /Certificates		0		R 0,00		0	
Disputed Invoices / Certificates		None		0		None	

PROJECT MANAGER:		L Lithoi		PROJECT CHAIRPERSON:		KE Nonshtio		Funding Source	
		PLANNING				OWN		Other	
		TYTE SECURITY SERVICES						Housing Grant	
PROVISION OF SERVICES FOR THE DEMOLITION OF ILLEGAL STRUCTURES IN THE THEEWATERSKLOOF MUNICIPAL AREA ON ADHOC BASIS FROM 01 JULY 2025 TO 30 SEPTEMBER 2025									
Service Provider									
Commencement Date		01-Jul-25		Total Contract Amount		R 146 050,00		Value of VO's Approved	
Completion Date		30-Sep-25		Adjusted Completion Date		30-Sep-25		Project on Time	
Adjusted Contract Amount		R 146 050,00						Yes	
Date of Report									
Report Numbers									
4									
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(e) of the SCM Policy									
Empowerment goals not applicable to a project of this nature.									
Overall performance including Rand Value in terms of the Empowerment Goals									
Empowerment goals not applicable to a project of this nature.									
Overall Performance incl. quality of work to date									
The quality of work is satisfactory.									
Blockages and Problems									
None.									
Recommended Action and Resolutions required to unblock blockages & problems									
None.									
Actual Amount Paid to Date									
R 59 150,00									
Number of Invoices / Certificates									
2									
Disputed Invoices / Certificates									
None									

PROJECT MANAGER:		PROJECT CHAMPION:		Funding Source	
J Shumba		N Baliso		Own	Other
PLANNING		PLANNING		Housing Grant	
PROVISION OF SERVICES FOR THE DEMOLITION OF ILLEGAL STRUCTURES IN THE THEEWATERSKLOOF MUNICIPAL AREA ON ADHOC BASIS FOR A PERIOD, STARTING FROM DATE OF APPOINTMENT TO 30 JUNE 2025					
Service Provider	IMVUSA TRADING 931 CC				
Commencement Date	12-May-25	Total Contract Amount	R 41 299,31	Value of VO's Approved	None
Completion Date	30-Jun-25				
Adjusted Contract Amount	R 41 299,31	Actual Completion Date	30-Sep-25	Project on Time	Yes
Date of Report	31/10/2025		30/11/2025		31/12/2025
Report Numbers	3		4		5
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Empowerment goals not applicable to a project of this nature.		Empowerment goals not applicable to a project of this nature.		Empowerment goals not applicable. Professional services contract
Overall performance including Band Value in terms of the Empowerment Goals	Empowerment goals not applicable to a project of this nature.		Empowerment goals not applicable to a project of this nature.		Empowerment goals not applicable. Professional services contract
Overall Performance Incl. quality of work to date	satisfactory.		The quality of work is satisfactory.		Good. The tender for phase 2A is being evaluated.
Blockages and Problems	The matter surrounding the payment claim was escalated to the Director, DD&CFO, and was resolved		None.		None.
Recommended Action and Resolutions required to unblock blockages & problems	The matter surrounding the payment claim was escalated to the Director, DD&CFO, and was resolved		None.		None.
Actual Amount Paid to Date	R 42 361,31		R 48 961,31		R 61 920,31
Number of Invoices /Certificates	1		1		1
Disputed Invoices / Certificates	None		None		None

PROJECT MANAGER:		PROJECT CHAMPION:		Funding Source	
I. Lithoi		N. Baliso		Own	Other
				Housing Grant	
<p align="center"><b>IMPLEMENTATION</b></p> <p align="center">SUPPLY AND DELIVERY OF EMERGENCY HOUSING MATERIALS ON AN ADHOC BASIS FROM DATE OF APPOINTMENT TO 30 JUNE 2026</p>					
<p align="center"><b>PHP BUILDING SUPPLIES</b></p>					
Complete Tender No. & Description		Total Contract Amount	R 365 965,80	Value of VO's Approved	None
Service Provider					
Commencement Date	28-Nov-24				
Completion Date	30-Jun-26				
Adjusted Contract Amount	R 365 965,80	Adjusted Completion Date		Project on Time	Yes
Date of Report	31/10/2025		30/11/2025		31/12/2025
Report Numbers	3		4		5
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Empowerment goals not applicable to a project of this nature.		Empowerment goals not applicable to a project of this nature.		Empowerment goals not applicable to a project of this nature.
Overall performance including Band Value in terms of the Empowerment Goals	Empowerment goals not applicable to a project of this nature.		Empowerment goals not applicable to a project of this nature.		Empowerment goals not applicable to a project of this nature.
Overall performance incl. quality of work to date	The service provider is providing satisfactory service.		No purchase orders have been issued to the service provider, which means overall performance and quality of work cannot be measured or reported.		No purchase orders have been issued to the service provider, which means overall performance and quality of work cannot be measured or reported.
Blockages and Problems	Funding approval Title Deeds Restoration Programme not yet obtained from the Provincial Department of Infrastructure hence the municipality cannot pay its service providers.		None.		None.
Recommended Action and Resolutions required to unblock blockages & problems	The department of Infrastructure requested a revised business plan for the Title Deeds restoration program and a confirmation letter supporting the funding amount and delivery targets. This was signed by Municipal Manager and submitted to the department of Infrastructure for finalization of the funding agreement. Funding confirmation is pending.		None.		None.
Actual Amount Paid to Date	R 0,00		R 0,00		R 0,00
Number of Invoices / Certificates	0		0		0
Disputed Invoices / Certificates	None		None		None

PROJECT MANAGER:		PROJECT CHAMPION:		Funding Source	
W Moses		N Ballo		Own	Other
PLANNING		KRUGER & BLUGHAUT		Housing Grant	
WP 09/2021/22-APPLICATION FOR THE RECTIFICATION OF OWNERSHIP OF 21 PROPERTIES IN TERMS OF THE REGISTRATION OF DEEDS ACT 17 OF 1937, AND REPRESENTATION IN AN ACTIVE EVICTION COURT CASE RELATED TO ONE OF THE 21 PROPERTIES					
Service Provider	Value of VC's Approved				
Commencement Date	16/08/2021	R 118 698,00	None		
Completion Date	None				
Adjusted Contract Amount	R 118 698,00	N/A		Project on Time	
Date of Report	31/10/2025	30/11/2025	31/12/2025		
Report Numbers	51	52	53		
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	Empowerment goals not applicable to a project of this nature.				
Overall performance including Rand Value in terms of the Empowerment Goals	Empowerment goals not applicable to a project of this nature.				
Overall Performance Incl. quality of work to date	Service Provider is providing a satisfactory service.				
Blockages and Problems	The council has approved an exemption request to waive the requirement for low-cost housing beneficiaries to pay rates accounts 3 months in advance to obtain a rates				
Recommended Action and Resolutions required to unblock blockages & problems	The council has approved an exemption request to waive the requirement for low-cost housing beneficiaries to pay rates accounts 3 months in advance to obtain a rates				
Actual Amount Paid to Date	R 0,00	R 0,00	R 0,00		
Number of Invoices /Certificates	0	0	0		
Disputed Invoices / Certificates	None	None	None		

**ITEM TITLE**

- 240

**C63/2026 DIRECTORATE: ECONOMIC DEVELOPMENT AND PLANNING:  
DEPARTMENT TOWN PLANNING AND BUILDING CONTROL:  
REPORTING OF PERFORMANCE OF CONTRACTORS:  
QUARTERLY REPORT (OCTOBER - DECEMBER 2025)**

*[English version of the report is the original]*

**FILE NUMBER**

8/2/3/5/6

**PURPOSE OF REPORT**

To present a report to Council in terms of the contract and performance management of the Directorate: Economic Development and Planning Contractors (Town Planning) for the months October to December 2025

**BACKGROUND**

Section 116(2) of the Municipal Finance Management Act, 2003 (Act 56 of 2003) states that the accounting officer of a municipality or municipal entity must:

Take all reasonable steps to ensure that a contract or agreement procured through the Supply Chain Management Policy of the municipality or municipal entity is properly enforced;

Monitor on a monthly basis the performance of the contract under the contract agreement;

Establish capacity in the administration of the municipality or municipal entity-

- a) To assist the accounting officer in carrying out the duties set out in paragraphs(a) and (b); and
- b) To oversee the day to day management of the contract agreement; and

Regularly report to Council of the municipality or the board of directors of the entity, as may be appropriate, on the management of the contract or agreement and the performance of the contract.

**DISCUSSION**

3.1 The following reporting templates of contracts are attached to this document:

3.1.1 Esri South Africa

<b>October</b>	<b>November</b>	<b>December</b>
Submitted	Submitted	Submitted

**FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

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The ineffective management of contracts can jeopardize the expenditure pattern of the organization and also create a scenario where the municipality does not get value for money.

**LEGAL IMPLICATIONS (ITEM AUTHOR)**

Not applicable.

**RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

Not applicable.

**RECOMMENDATION BY ITEM AUTHOR:**

**It is recommended that Council takes cognizance of the report.**

**RECOMMENDATION BY THE HUMAN SETTLEMENTS AND PLANNING COMMITTEE TO THE EMC: 04 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor P Stander, and seconded by Alderman BB Mkhwibiso it was recommended as follows:

**That Council takes cognisance of the report.**

**RECOMMENDATION BY THE EMC TO COUNCIL: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, it was unanimously recommended as follows:

**That Council takes cognisance of the report.**

**RECOMMENDATION TO COUNCIL:**

**It is recommended that Council takes cognizance of the report.**

**QUARTERLY CONTRACT REPORTING**

Type of Document/ Tipe document: Contract report: October - December 2025

**Document prepared by/Dokument voorberei deur:**

Name: Naam: **D Swartland**

.....  
(Signature/Handtekening)

19/01/26  
.....  
DATE/DATUM

**Document checked and supported by/Dokument nagesien deur:**

(Manager Town Planning)

Name/Naam: **E Shortles**

.....  
(Signature/Handtekening)

19/1/2026  
.....  
DATE/DATUM

**Document verified by/Dokument verifieer deur**

(Deputy Director: Economic Development and Planning)

Name/Naam: **KE Nontshiza**

.....  
(Signature/Handtekening)

19/01/2026  
.....  
DATE/DATUM

**Document Signed by/Dokument verifieer deur**

(Municipal Manager / Munisipale Bestuurder)

Name/Naam: **W Hendricks**

.....  
(Signature/Handtekening)

19.1.2026  
.....  
DATE/DATUM

Contract Manager Directorate		E Shorties		Financial Services		Contract Owner		K. Nantshoza		Funding Source	
Complete Tender No. & Description		CAPED GEOGRAPHIC INFORMATION SYSTEM (GIS) ENTERPRISE LICENSE AGREEMENT AND SUPPORT/MAINTENANCE FROM 01 JULY 2025 TO 30 JUNE 2028		ERN SOUTH AFRICA		Own		Own		OWN	
Services Provider		01-Jul-25		Total Contract Amount (Tax excl.)		R2 289 557,00		Value of Expenses Approved (Tax excl.)		R0,00	
Commencement Date		30-Jun-28		Adjusted Completion Date		N/A		Project on Time		YES	
Completion Date		R 2 289 557,00		06 November 2025		04 December 2025		14 January 2026			
Adjusted Contract Amount											
Date of Report											
Report Numbers		f		E		E		E			
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(b) of the SCM Policy		Transfer of Skills		Transfer of Skills		Transfer of Skills		Transfer of Skills		Transfer of Skills	
Overall performance including Rand Value in terms of the Empowerment Goals		In Process		In Process		In Process		In Process		In Process	
Overall performance incl. quality of work to date		1. The performance of the service provider is satisfactory. 2. Migrating from local hosting to a service provider-hosted solution to be implemented this month.		1. The performance of the service provider is satisfactory. 2. Migrating from local hosting to a service provider-hosted solution implemented.		1. The performance of the service provider is satisfactory. 2. Migrating from local hosting to a service provider-hosted solution implemented.		1. The performance of the service provider is satisfactory.		1. The performance of the service provider is satisfactory.	
Blockage and Problems		1. No operational problems experience during October 2025.		1. No operational problems experience during November 2025.		1. No operational problems experience during November 2025.		1. No operational problems experience during December 2025.		1. No operational problems experience during December 2025.	
Recommended Actions and Recommendations required to unblock blockages & problems		1. No actions required.		1. No actions required.		1. No actions required.		1. No actions required.		1. No actions required.	
Actual Amount Paid to Date (Tax excl.)		R 497 720,00		R 497 720,00		R 497 720,00		R 497 720,00		R 497 720,00	
Number of Invoices / Certificates		1		1		1		1		1	
Disputed Invoices / Certificates		None		None		None		None		None	

**ITEM TITLE**

**C64/2026 ECONOMIC DEVELOPMENT AND PLANNING: DEPARTMENT TOWN PLANNING AND BUILDING CONTROL: EXEMPTION FROM PERMANENT DEPARTURE APPLICATION FEES FOR COUNCIL-BUILT HOMES ALLOCATED BETWEEN 1990 AND 2015**

*[English version of the report is the original]*

**FILE NUMBER**

15/3/5;5/11/1

**PURPOSE OF REPORT**

To obtain Council approval for the following:

The exemption for allocated Council-built homes between 1990 and 2015 from the approved permanent departure application fee in terms of the tariff structure, who are regularising Council built houses due to side building line encroachments.

**BACKGROUND**

The Town Planning and Building Control Department has identified several cases where Council-built housing allocated between 1990 and 2015 are not aligned with the development parameters of the Theewaterskloof Zoning Scheme By-Law. This has led to dissatisfaction among owners, who are required to regularise their dwellings before the municipality can consider approving any proposed additions/improvements. These cases involve minor deviations from the side building line, often resulting from the deviation of the original construction layouts. The imposition of permanent departure tariffs in these instances places an undue financial burden on low-income households for building line encroachments they did not cause.

**DISCUSSION**

The regularisation of Council-built houses is a critical step in formalising tenure and ensuring compliance with municipal planning regulations. However, the financial implications of permanent departure tariffs—particularly for side building line deviations—have proven to be a barrier for many beneficiaries. These deviations are often historical in nature and not the result of deliberate non-compliance. Exempting affected beneficiaries from these tariffs would promote equitable access to land use rights, support tenure security, and align with the municipality's commitment to inclusive development.

This exemption demonstrates Council's dedication to correcting errors that originated from the Municipal Housing Project.

**COMMENTS FROM THE DIRECTORATE FINANCE**

The municipality is under FRP and s139 (a) intervention - the department needs to quantify the potential revenue foregone to assist the council in implementing the decision or endorsing the recommendation of the author - (The rand value should be determined).

**COMMENTS FROM THE DIRECTORATE ECONOMIC DEVELOPMENT AND PLANNING (HUMAN SETTLEMENT)**

The submission is supported, as the exemption will unlock timely building plan approvals and ultimately contribute to increased property rates and long-term municipal revenue.

**ADDITIONAL COMMENTS FROM ITEM AUTHOR**

The author acknowledges the comments made by the CFO. However, it is not possible to quantify the potential loss of income at this stage, as the municipality does not possess all the historic building plans necessary to verify the errors. In certain cases, the historic plans correctly indicate the location of dwellings, but these are situated closer to the boundary.

It should be noted that the loss per application amounts to R234. Applicants are still required to pay building scrutiny fees, which are generally higher than the departure application fee. In addition, property rates continue to increase, ensuring sustained long-term municipal revenue following the approval of the building plans.

In conclusion, this item seeks to rectify a council error. The placement of dwellings on-site is not attributable to the beneficiaries, but rather to the contractors appointed by the Council.

**FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

The permanent departure tariff applicable to erven smaller than 350m<sup>2</sup> is R234. However, the department is unable to quantify the full financial implications of granting the exemption, as the exact number of affected cases is unknown and currently managed on an ad-hoc basis.

It should be noted that granting the exemption will expedite the permanent departure process, unlock timely building plan approvals and ultimately contribute to increased property rates and long-term municipal revenue.

**LEGAL IMPLICATIONS (ITEM AUTHOR)**

At this point in time, there are no risks identified with the implementation of the above exemption.

**RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

At this point in time, there are no risks identified with the implementation of the above exemption.

**RECOMMENDATION BY ITEM AUTHOR:**

It is recommended that Council exempts allocated Council-built homes between 1990 and 2015 from the approved permanent departure application fee in terms of the tariff structure, who are regularising Council built houses due to side building line encroachments.

**RECOMMENDATION BY MANAGEMENT TO HUMAN SETTLEMENTS AND PLANNING COMMITTEE: 08 DECEMBER 2025**

It is recommended that Council exempts allocated Council-built homes between 1990 and 2015 from the approved permanent departure application fee in terms of the tariff structure, who are regularising Council built houses due to side building line encroachments.

**RECOMMENDATION BY THE HUMAN SETTLEMENTS AND PLANNING COMMITTEE TO THE EMC: 04 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Alderman BB Mkhwibiso, and seconded by Councillor P Stander it was recommended as follows:

**That Council exempts allocated Council-built homes between 1990 and 2015 from the approved permanent departure application fee in terms of the tariff structure, who are regularising Council built houses due to side building line encroachments.**

**RECOMMENDATION BY THE EMC TO COUNCIL: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor H Linnerts, and seconded by Alderman C Clayton it was recommended as follows:

**That Council exempts allocated Council-built homes between 1990 and 2015 from the approved permanent departure application fee in terms of the tariff structure, who are regularising Council built houses due to side building line e**

**RECOMMENDATION TO COUNCIL:**

It is recommended that Council exempts allocated Council-built homes between 1990 and 2015 from the approved permanent departure application fee in terms of the tariff structure, who are regularising Council built houses due to side building line encroachments.  
ncroachments.

**ITEM TITLE**

**C65/2026 DIRECTORATE ECONOMIC DEVELOPMENT AND PLANNING:  
DEPARTMENT HUMAN SETTLEMENTS: DRAFT STANDARD  
OPERATING PROCEDURES**

*[English version of the report is the original]*

**FILE NUMBER**

17/7/2/B

**PURPOSE OF REPORT**

The aim of the report is to inform Management, Portfolio Committee, EMC and Council of amendments to the Informal Settlement Management Standard Operating Procedure and request that the amended SOP be adopted as strategy for informal settlements operations.

**BACKGROUND**

The Municipality continues to experience a huge spike in the erection of illegal structures within the current informal settlements. The migration into the area and the agriculture community not offering accommodation and eviction has resulted in our informal areas becoming overcrowded and crime havens. This phenomenon comes with a series of challenges and with the financial position of the Municipality combined with the insufficient staff component of the unit, it becomes and almost impossible to manage and contain these areas in an effective and efficient manner with the current scope of documents/framework.

**DISCUSSION**

There are currently 37 informal settlements in the Municipality, with an estimated 22 000 informal structures and an estimated population of 83 600 based on the Statistics South Africa norm. The dynamics in our areas are of such a nature that people construct after hours and on weekends outside of Municipal operating hours, and the visibility is not as high as per normal during working hours.

The demand for housing is our biggest challenge and shack farmers use this as an opportunity to enter the informal rental market and exploit the already vulnerable resident of the Municipality.

The informal settlements current documents adopted by Council are complex, not easily adaptable and difficult to implement. To ensure that all staff are utilised in an efficient and effective manner, especially in light of the current state of scarce Municipal resources, a need has been identified to amend the existing Standard Operating Procedures (SOP) previously approved by Council.

The Directorate has developed new draft SOPs, using the existing documents as referral and baseline. The new draft Standard Operating Procedure (SOP) for

Scouting, Patrolling, Monitoring for Land Invasion, and Demolition of Illegal Structures on Government, Municipal, and Private Land and Standard Operating Procedure (SOP) for the Management of Informal Settlements in Theewaterskloof Municipality are submitted for approval as attached and are written in a format that is easy to interpret for staff and user friendly. They will also be workshopped to staff when approved. These documents will be used to manage and monitor performance as roles and responsibilities are defined.

The SOPs will be reviewed after a year, and any unintended consequences will be identified. Learnings from this process will be used to draft a new strategy for informal settlements management.

**COMMENTS FROM THE OFFICE OF THE MUNICIPAL MANAGER**

The recommendations are supported.

**COMMENTS FROM THE DIRECTORATE FINANCE**

None.

**COMMENTS FROM THE DIRECTORATE CORPORATE SERVICES**

Item supported.

**COMMENTS FROM THE DIRECTORATE TECHNICAL AND INFRASTRUCTURE IMPLEMENTATION SERVICES**

The draft standard operating procedures are noted.

**COMMENTS FROM THE DEPARTMENT ELECTRICAL SERVICES**

None.

**COMMENTS FROM THE DIRECTORATE ECONOMIC DEVELOPMENT AND PLANNING (HUMAN SETTLEMENT)**

Item supported.

**COMMENTS FROM THE DIRECTORATE ECONOMIC DEVELOPMENT AND PLANNING**

Item is supported to serve for adoption by management and other council committees.

**FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

Not applicable.

**LEGAL IMPLICATIONS (ITEM AUTHOR)**

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As per the MFMA.

**RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

As per Containment Plan.

**RECOMMENDATION BY ITEM AUTHOR:**

It is recommended that Management, Portfolio Committee, EMC, and Council notes and adopts the new draft Standard Operating Procedure (SOP) for Scouting, Patrolling, Monitoring for Land Invasion, and Demolition of Illegal Structures on Government, Municipal, and Private Land and Standard Operating Procedure (SOP) for the Management of Informal Settlements in Theewaterskloof Municipality as Standard Operating Procedures for the unit.

**RECOMMENDATION BY MANAGEMENT TO THE HUMAN SETTLEMENTS AND PLANNING COMMITTEE: 29 AUGUST 2025**

1. Management noted the report.
2. It is recommended that the Portfolio Committee, EMC, and Council notes and adopt the new draft Standard Operating Procedure (SOP) for Scouting, Patrolling, Monitoring for Land Invasion, and Demolition of Illegal Structures on Government, Municipal, and Private Land and Standard Operating Procedure (SOP) for the Management of Informal Settlements in Theewaterskloof Municipality as Standard Operating Procedures for the unit.

**RECOMMENDATION BY HUMAN SETTLEMENTS AND PLANNING COMMITTEE TO EMC: 05 NOVEMBER 2025**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor TP Lemina, and seconded by Alderman BB Mkhwibiso, it was recommended as follows:

1. The Human Settlements and Planning Portfolio Committee noted and adopted the new draft Standard Operating Procedure (SOP) for scouting Patrolling, Monitoring for Land Invasion, and Demolition of Illegal Structures on Government, Municipal, and Private Land and Standard Operating Procedure (SOP) for the Management of Informal Settlements in Theewaterskloof Municipality as Standard Operating Procedures for the unit.
2. That awareness campaigns be conducted with the Informal settlement committees on the demolishing of structures and the roles of responsibilities.

**RECOMMENDATION BY THE EMC TO A COUNCIL WORKSHOP: 18 NOVEMBER 2025**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, it was unanimously recommended as follows:

1. That Council notes and adopts the new draft Standard Operating Procedure (SOP) for scouting Patrolling, Monitoring for Land Invasion, and Demolition of Illegal Structures on Government, Municipal, and Private Land and Standard Operating Procedure (SOP) for the Management of Informal Settlements in Theewaterskloof Municipality as Standard Operating Procedures for the unit.
2. That awareness campaigns be conducted with the Informal settlement committees on the demolishing of structures and the roles and responsibilities.

**RECOMMENDATION BY COUNCIL WORKSHOP TO COUNCIL: 20 JANUARY 2026**

It is recommended:

1. That Council notes and adopts the new draft Standard Operating Procedure (SOP) for scouting Patrolling, Monitoring for Land Invasion, and Demolition of Illegal Structures on Government, Municipal, and Private Land and Standard Operating Procedure (SOP) for the Management of Informal Settlements in Theewaterskloof Municipality as Standard Operating Procedures for the unit.
2. That awareness campaigns be conducted with the Informal settlement committees on the demolishing of structures and the roles and responsibilities.

## **Standard Operating Procedure (SOP) for the Management of Informal Settlements in Theewaterskloof Municipality**

### **1. Introduction**

Theewaterskloof Municipality is committed to improving the living conditions within informal settlements by providing access to basic services, ensuring tenure security, and promoting community participation. This SOP outlines the procedures and responsibilities for managing informal settlements in alignment with national and provincial policies.

### **2. Objectives**

- Enhance the quality of life for residents in informal settlements.
- Provide access to basic services such as water, sanitation, and electricity.
- Ensure legal recognition and tenure security for residents.
- Promote community participation in planning and upgrading processes.

### **3. Legal and Policy Framework**

- **National Level:** Guided by the National Department of Human Settlements' Informal Settlements Upgrading Programme, which focuses on providing municipal services and security of tenure to households.
- **Provincial Level:** Aligned with the Western Cape's Informal Settlements Support Programme (ISSP), emphasizing health, safety, and dignity through a people-centered and partnership-based approach.

### **4. Roles and Responsibilities**

- **Municipal Officials:**
  - Implement policies and procedures related to informal settlement management.
  - Coordinate with provincial departments and NGOs for resource mobilization.
  - Monitor and evaluate upgrading projects.
- **Community Representatives:**
  - Act as liaisons between the community and municipal authorities.
  - Participate in planning and decision-making processes.
  - Assist in data collection and dissemination of information.

### **5. Procedures**

- **Needs Assessment:**
  - Conduct surveys to identify the demographic profile and specific needs of each informal settlement.
  - Prioritize settlements based on urgency and available resources.

- **Community Engagement:**
  - Establish Community Development Forums to facilitate dialogue.
  - Ensure meaningful engagement by respecting community inputs and fostering mutual consensus.
- **Planning and Design:**
  - Develop upgrading plans that include layout designs, service provision, and tenure arrangements.
  - Align plans with the Theewaterskloof Spatial Development Framework.
- **Implementation:**
  - Provide interim basic services such as water tanks and chemical toilets where necessary.
  - Upgrade infrastructure incrementally, ensuring minimal disruption to residents.
  - Collaborate with NGOs and academic institutions for specialized support, such as fire safety guidelines developed in partnership with Stellenbosch University's Fire Engineering Research Unit.
- **Monitoring and Evaluation:**
  - Regularly assess project progress and impact on the community.
  - Adjust strategies based on feedback and evolving needs.

## 6. Collaboration with Stakeholders

The municipality will work closely with various stakeholders, including:

- **Provincial Departments:** To secure funding and technical support.
- **Non-Governmental Organizations (NGOs):** For community facilitation, capacity building, and specialized services.
- **Academic Institutions:** To develop and implement best practices, such as fire safety measures.

## 7. Compliance and Review

This SOP will be reviewed annually to ensure compliance with evolving national and provincial policies and to incorporate lessons learned from implementation experiences.

## 8. Conclusion

By adhering to this SOP, Theewaterskloof Municipality aims to systematically upgrade informal settlements, thereby improving the quality of life for its residents and fostering sustainable, inclusive urban development.

Based on the provided SOP document, here's a **process flow diagram** for *Scouting, Patrolling, and Monitoring of Informal Settlements* within Theewaterskloof Municipality. The flow outlines key steps and responsible roles:

---

### **Scouting, Patrolling, and Monitoring Process Flow**

#### **1. Planning and Preparation**

- Identify high-risk areas using existing land records and risk maps.
- Allocate patrol teams (Informal Settlement Management Officer, Law Enforcement + Security Services).
- Ensure equipment is ready (vehicles, radios, PPE, surveillance tools).

#### **2. Daily Scouting and Patrolling**

- Conduct regular patrols (marked vehicles, foot patrols).
- Log patrol data: date, time, area covered, observations.

#### **3. Monitoring for Signs of Invasion**

- Look for early indicators: building materials, land clearing, gatherings.
- Capture photographic and geotagged (gps coordinates) evidence.
- Flag any suspicious activities.

#### **4. Reporting**

- Report incidents to Control Room (OCC) immediately.
- Complete incident reports with supporting documentation.
- Update risk maps and patrol logs.

#### **5. Early Intervention**

- Approach individuals, issue verbal warnings.
- Provide written notices on legal risks.
- Involve Informal Settlement Committees to de-escalate.

#### **6. Legal Escalation (if needed)**

- Secure legal approval under the PIE Act.
- Coordinate with legal, law enforcement, and demolition teams.

#### **7. Demolition of Illegal Structures**

- Conduct demolition with minimal force and safety in mind.
- Document actions via photo/video for legal recordkeeping.

**8. Post-Operation Assessment**

- Hold debriefs with stakeholders.
- Review challenges, lessons learned.
- Update operational plans and maps.

**9. Ongoing Communication**

- Monthly stakeholder meetings.
- Real-time radio communication during ops.
- Share reports with Deputy Director, Head Informal Settlement Management and Informal Settlement Committees.

**10. Training and Compliance**

- Conduct routine training (legal, operational).
- Perform audits and update SOP as needed.

**ITEM TITLE**

255

**C66/2026      DIRECTORATE      COMMUNITY      SERVICES:      DEPARTMENT  
OPERATIONS:      LAUNCH      OF      WESTERN      CAPE      WATER  
RESILIENCE STRATEGY**

*[English version of the report is the original]*

**FILE NUMBER**

16/1/1/B

**PURPOSE OF REPORT**

The purpose of this item is to inform Management and Council about the Western Cape Water Resilience Strategy that was launched on Friday 31 October 2025 by the Western Cape Provincial Government. The launch was attended by the Municipal Manager and the Deputy Director of Operations.

**BACKGROUND**

The Western Cape Government has launched a comprehensive Water Resilience Strategy for the next 10 years (2025 to 2035) and aimed at securing the province's water future through equitable access, sustainable management of water sources, innovation and partnerships that meet the needs of all users. The strategy is to ensure that every community, farm, business and ecosystem has reliable, sustainable and equitable access to water. The strategy must also be seen as an economic, social and moral compact to ensure that every person, business and every ecosystem has access to water in a way that is sustainable, fair and future focused.

Water is the foundation of economic growth and can enable economic growth of about R1-trillion by 2035 in the Western Cape. By securing the water future of the Western Cape, further investment can be unlocked and ensure that every community and business has sustainable water resources to thrive on. This can build resilience, create jobs and restore dignity to our communities.

Resilience cannot be built after a crisis; it must be built before a crisis can occur. The strategy will shift the province from crisis response to proactive long-term planning.

**DISCUSSION**

The strategy is built on the following principles:

1. Governance and Accountability:

To ensure integrated, transparent governance with clearly defined mandates and active stakeholder participation, fostering transparency and mutual accountability.

## 2. Equity and Access:

To ensure equitable safe, reliable and affordable access to water and sanitation across all user groups and sectors.

## 3. Responsible Water Use:

To promote efficient, just, and transparent use of water through demand management, reduced losses, appropriate allocation and adaptive management.

## 4. Resource Stewardship:

To protect the ecological infrastructure including wetlands, riparian zones and strategic water source areas. To guarantee fit-for-purpose affordable water that supports economic growth, sustainable development and environmental integrity.

The 10-year plan sets out the following focus areas:

### 1. Focus Area 1: Water Conservation and Demand Management-

- c) To conserve 40 million m<sup>3</sup>/a through efficiency and demand management by 2035.
- d) Reduction of municipal water losses to 15%.
- e) Reduction of average residential water consumption to 160l/c//d

### 2. Focus Area 2: Water Augmentation:

- 1. Securing an additional 310 million m<sup>3</sup>/a of water by 2035.
- 2. Ensure 100% of municipalities have diversified water supply sources by 2035.

### 3. Focus Area 3: Infrastructure Development and Maintenance:

- f) 100% of municipalities to have updated water master plans by 2035.
- g) 100% municipalities to have updated asset management plans by 2035.
- h) 100% of urban residents have access to safely managed water.

### 4. Focus Area 4: Governance:

- i) 80% of municipalities to obtain a =95% Green Drop score by 2035.
- j) 80% of municipal water supply systems to obtain a =95% Blue Drop score by 2035.
- k) 80% of municipalities to obtain No Drop certification by 2035.
- l) Reduce average municipal Non-Revenue Water losses to <25% across the province.
- m) 100% of municipalities to have updated water use and sanitation by-laws aligned to WCWRS (Western Cape Water Supply Systems Reconciliation Strategy) and enforceable water tariff structures and restrictions by 2035.
- n) 100% of Water Services Authorities (municipalities that is legally responsible for providing water and sanitation services in their area of jurisdiction) to have updated Statutory Documents (WSDP's. WUL etc.) in place by 2035.

The key interventions of the focus areas will be (but not limited):

<b>FOCUS AREA</b>	<b>OBJECTIVE</b>	<b>KEY PROJECTS AND INTERVENTIONS</b>	<b>LINKED TRANSFERSAL RISKS</b>
1. Water Augmentation	To increase and diversify water supply	<ul style="list-style-type: none"> <li>• Desalination – coastal areas</li> <li>• Groundwater extraction</li> <li>• Raising Clanwilliam- and Voël vlei dams</li> <li>• Waste water reuse</li> <li>• Ecological infrastructure (wetlands restoration, alien clearing)</li> </ul>	Reduce rainfall, supply deficits, ecological degradation
2. Conservation and Demand Management	Improve efficiency and reduce water losses	<ul style="list-style-type: none"> <li>• Smart water metering</li> <li>• Leak detection systems</li> <li>• Drip irrigation and precision agriculture</li> <li>• Behavioural change campaigns</li> <li>• Grey water systems and water wise design</li> </ul>	Inefficient water use, high non-revenue water, urbanisation.
3. Infrastructure Development and Maintenance	Modernise, expand and decentralise infrastructure	<ol style="list-style-type: none"> <li>1. Breede-Voëlvlei bulk upgrades</li> <li>2. Sediment removal in major dams</li> <li>3. Stormwater harvesting and recharge</li> <li>4. Community-scale systems (rural and informal settlements)</li> <li>5. Smart tech real-time monitoring, flood sensors</li> </ol>	Ageing infrastructure, informal growth, flood and drought exposure
4. Governance	Strengthening coordination, financing and partnerships	<ol style="list-style-type: none"> <li>1. Provincial Water Governance Structure (DLG led)</li> <li>2. Water Funds and PPP's</li> <li>3. Capacity support to municipalities</li> <li>4. Climate change aligned planning and reporting</li> <li>5. International partnerships</li> </ol>	Institutional fragmentation, unfunded mandates and weak local capacity

There needs to be an alignment across the different spheres of government between the National Department of Water and Sanitation, Climate Change Act and the National Water Resource Strategy (NWRS-3), the Provincial Strategic Plan of the Western Cape, Growth for Jobs Strategy and the Western Cape Water Supply

System Reconciliation Strategy and local municipalities Water Services Development Plans, By-laws and implementation of strategies.

There needs to be a proper response to disaster events by shifting from crisis firefighting to foresight through the effective use of Asset Management Plans and Contingency Plans. Disaster response needs to be a more pro-active response by:

- System Redundancy
- Water banking
- Diversification of water resources
- Early warning radar/dashboard systems
- Rainfall gauge and monitoring
- Water Catchment restorations

Reactive responses to disasters can be:

- Provision of portable water tankers
- Emergency repairs
- Water restrictions during low levels of water sources
- System failure response

The implementing phases and interventions will be:

Phase	Time frame	Key Activities	Outputs	Outcomes
Phase 1: Planning	2025	Development of the town-based water resilience (WR) implementation plans to inform provincial and national APP's and budgeting as well as municipal WSDP's, IDP's and budgets.	Approved pipeline of priority projects	Streamlined adopted Water Resilience Implementation Plan
Phase 2: Capacity and Data Systems	2025 - 2026	Build municipal/provincial technical capacity	Skilled teams and functioning monitoring systems	Enhanced Institutional technical capacity
Phase 3: Implement Water Resilience Plans	2026 - 2030	Implementation of adopted Water Resilience Implementation Plan	Resilient infrastructure	Enhanced access to safe water for all users and Enhanced and efficient water and sanitation service delivery
		Monitoring and Evaluation	Updated progress reports and Water	Updated progress tracking and reporting

			Resilience Dashboard	
Phase 4: Review	2030	Review of Water Resilience Strategy	Revised WRS	Up to date strategy alignment to policy and targets
Phase 5: Realigned Implementation	2023 - 2035	Implement updated projects aligned to the reviewed strategy	Completed projects achieved reviewed targets	Achieved WRS

Climate change will have a severe effect on water resilience and must not be underestimated. It will influence water security, and we did experience water scarcity during the drought of 2017-2018 year, when Cape Town nearly reach Day-Zero and start running out of water supply. Theewaterskloof were also severely affected and have to imposed severe water restrictions during that period. Globally the world is getting warmer, and we experience that certain parts of the world getting wetter with the rising temperatures and other parts of the world getting dryer with more heat waves and decreased rainfall patterns.

Future long term weather predictions for the Western Cape region are that heat waves will increase and expected rainfall events will decrease. There will also be a decrease in cold weather extremes, and the western parts of the province will experience drier weather patterns. More hot days means that water resources will be under more pressure from consumers. Lower rainfall patterns means that there will be lower run-off water to river basins and water catchment areas will have smaller yields. More evaporation of water storage dams will increase due to warmer weather patterns.

Ecosystems conservation infrastructure needs to be protected like wetlands as it contributes to water security and the eradication of alien vegetation to increase water run-off to river systems and water catchment areas.

In summary, for the TWK municipality needs to be aligned with the WCWRS, and the following interventions need to be prioritized to be implemented:

4. Reduction in water losses to 15% by 2035
5. Reduction of water consumption to 160 liters per consumer per day by 2035
6. Diversify water supply resources
7. Updated Water Master Plans by 2035
8. Updated Asset Management Plans by 2035
9. =95% Green Drop score by 2035
10. =95% Blue Drop score by 2035
11. Achieve a No Drop certification by 2035
12. Reduce non-revenue water losses to <25%
13. Updated water use and sanitation by-laws
14. Enforceable water tariff structure and water restrictions
15. Updated all statutory documents like the Water Services Development Plans etc.

16. Protecting ecological infrastructure
17. Introduce smart water metering, leak detection systems and grey water usage
18. Campaigns to change human behavioral towards water usage
19. Smart tech for real time monitoring of water usage and early leak detection
20. Build institutional capacity within the municipality for the implementation of the strategy
21. Introduction of climate-aligned planning
22. Develop town based WR implementation plans and identify projects for implementation
23. Make provision each financial year for the implementation of WR plans and ring-fence operational- and capital funding for the implementation of the plans
24. Pro-active response to disaster events
25. Alien vegetation control in river catchment areas

Water is life, and no human or animal or plant can live without water.

**COMMENTS: OFFICE OF THE MUNICIPAL MANAGER**

Recommendations are supported.

**COMMENTS FROM THE DIRECTORATE FINANCE**

Any funds budgeted must be in line with the FRP.

**COMMENTS FROM THE DIRECTORATE CORPORATE SERVICES**

Supported.

**COMMENTS FROM THE DIRECTORATE TECHNICAL AND INFRASTRUCTURE IMPLEMENTATION SERVICES**

We had a meeting with DWS, DLG and the Consultants regarding this strategy. We support the recommendation.

**COMMENTS FROM THE DIRECTORATE ECONOMIC DEVELOPMENT AND PLANNING**

The establishment of the Water Resilience Strategy is noted, and it is recommended that TWK priorities the no / little cost phased towards its implementation, until the financial situation of the Municipality improves.

**COMMENTS FROM THE DIRECTORATE COMMUNITY SERVICES (OPERATIONAL)**

That Management and Council note the contents of the report and support the implementation roll-out of the Water Resilience Strategy including its commitment by 2035.

That due consideration be given and the funding be prioritised for implementation of key interventions as deemed necessary in line with WSIG, IDP and related policy frameworks and strategy and legislation through the appropriate funding mechanisms and in line with Section 139: Financial Recovery Plan.

**COMMENTS FROM THE TOWN MANAGER: GRABOUW**

Noted.

**COMMENTS FROM THE TOWN MANAGER: VILLIERSDORP**

The content of the report is noted.

**COMMENTS FROM THE TOWN MANAGER: RIVIERSONDEREND**

Support recommendation.

**FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

Provision needs to be made in the operational- and capital budgets for the outer financial years for the implementation of the WRS and to build internal institutional capacity to be able to meet the targets that are set for 2035.

**LEGAL IMPLICATIONS (ITEM AUTHOR)**

Alignment across spheres of government regarding legislation, strategic plans, submission of required statutory documents and implementation plans.

**RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

Lack of institutional capacity and lack of funding to implement the WRS by 2035.

**RECOMMENDATION BY ITEM AUTHOR:**

**It is recommended:**

1. That Management and Council take note of the content of the report.
2. That Council supports the roll out and implementation of the WRS.
3. That Council be committed to achieve the outcomes of the strategy by 2035.

4. That a sufficient budget be approved in the outer financial years to ensure the implementation of the strategy and to be compliant by 2035.

**RECOMMENDATION BY MANAGEMENT TO COMMUNITY SERVICES COMMITTEE: 08 DECEMBER 2025**

1. Management noted the content of the report.

It is recommended:

2. That Council supports the roll out and implementation of the WRS.
3. That Council be committed to achieve the outcomes of the strategy by 2035.

**RECOMMENDATION BY THE COMMUNITY SERVICES COMMITTEE TO EMC: 10 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor H Linnerts and seconded by Councillor D Jacobs, it was recommended as follows:

1. The Community Services Portfolio Committee noted the content of the report.

It is recommended:

2. That Council supports the roll out and implementation of the WRS.
3. That Council be committed to achieve the outcomes of the strategy by 2035.

**RECOMMENDATION BY THE EMC TO COUNCIL: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor H Linnerts, and seconded by Alderman M Plato-Mentoor it was recommended as follows:

1. The EMC noted the content of the report.

It is recommended:

2. That Council supports the roll out and implementation of the WRS.
3. That Council be committed to achieve the outcomes of the strategy by 2035.

**RECOMMENDATION TO COUNCIL:**

It is recommended:

1. That Council notes the content of the report.

- 2. That Council supports the roll out and implementation of the WRS.**
- 3. That Council be committed to achieve the outcomes of the strategy by 2035.**

**ITEM TITLE**

**C67/2026 DIRECTORATE COMMUNITY SERVICES: REPORTING ON PERFORMANCE OF CONTRACTORS - 2nd QUARTER REPORT (OCTOBER - DECEMBER 2025)**

*[English version of the report is the original]*

**FILE NUMBER**

8/2/3/5/4

**PURPOSE OF REPORT**

To present a report to Council in terms of the contract and performance management of the contractors of Community Services department for the 2<sup>nd</sup> Quarter (October - December 2025). This serves to ensure the municipality receives value for money and the contracts are completed on time and within the approved budget.

**BACKGROUND**

S116 (2) of the Municipal Finance management Act (No.56 of 2003) states that:  
The accounting officer of a municipality or municipal entity must:

1. Take all reasonable steps to ensure that a contract or agreement procured through the supply chain management policy of the municipality of municipal entity is properly enforced;
2. Monitor on a monthly basis the performance of the contract under the contract or agreement;
3. Establish capacity in the administration of the municipality or municipal entity:
  - (i) to assist the accounting officer in carrying out the duties set out in paragraphs (a) and (b); and
  - ii) to oversee the day-to-day management of the contract or agreement; and
4. regularly report to Council of the municipality or the board of directors of the entity, as may be appropriate, on the management of the contract or agreement and the performance of the contracts

**DISCUSSION**

<b>DEPARTMENTS/ TOWN OFFICES</b>	<b>October 2025</b>	<b>November 2025</b>	<b>December 2025</b>
GRABOUW TOWN OFFICE	Submitted	No Contracts to report on for this period	No Contracts to report on for this period
BOTRIVIER TOWN OFFICE	No Contracts to report on for this period	No Contracts to report on for this period	No Contracts to report on for this period
RSE TOWN OFFICE	No Contracts to report on for this period	Submitted	Submitted
VILLIERSDORP TOWN OFFICE	Submitted	Submitted	Submitted
CALEDON TOWN OFFICE	No Contracts to report on for this period	No Contracts to report on for this period	No Contracts to report on for this period
GREYTON GENADENDAL	No Contracts to report on for this period	No Contracts to report on for this period	No Contracts to report on for this period
SUSTAINABLE DEVELOPMENT	No Contracts to Report on for this period	No Contracts to Report on for this period	No Contracts to Report on for this period
FLEET MANAGEMENT	Submitted	Submitted	Submitted
PUBLIC SAFETY	Submitted	Submitted	Submitted
ENVIRONMENT AND DISASTER MANAGEMENT	No Contracts to Report on for this period	No Contracts to Report on for this period	No Contracts to Report on for this period

**FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

Can be found in checklists attached as Annexures. It can be costly to the municipality if reporting is not done correctly.

**WETLIKE IMPLIKASIES (ITEM OUTEUR)/LEGAL IMPLICATIONS (ITEM AUTHOR)**

Chapter 8 Municipal Finance Management Act. 56 of 2003.

**RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

None.

**RECOMMENDATION BY ITEM AUTHOR:**

**It is recommended that the Council takes cognisance of the report.**

**RECOMMENDATION BY THE COMMUNITY SERVICES COMMITTEE TO EMC:  
10 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor H Linnerts and seconded by Councillor D Jacobs, it was recommended as follows:

**That Council takes cognizance of the report.**

**RECOMMENDATION BY THE EMC TO COUNCIL: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, it was unanimously recommended as follows:

**That Council takes cognizance of the report.**

**RECOMMENDATION BY ITEM AUTHOR:**

**It is recommended that the Council takes cognisance of the report.**

PROJECT MANAGER:		J Barnard		PROJECT CHAMPION:		A Meyer	
		Community Services		Funding Source			
Complete Tender No. & Description		COMM 01/2023/24 - Supply and Delivery of Personal Protective Clothing and Equipment		Own	Other		
Service Provider		Plenaar Brothers Pty Ltd		Own Funds			
Commencement Date		20-Nov-23	Total Contract Amount	R 3,686,517.18	Value of VO's Approved	None	
Completion Date		30-Jun-26					
Adjusted Contract Amount		N/A	Adjusted Completion Date	No Adjustment	Project on Time		
		31 October 2025	30 November 2025	31 December 2025			
Date of Report							
Report Numbers		22	23	24			
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	N/A	N/A	N/A	N/A			
Overall performance including Rand Value in terms of the Empowerment Goals	N/A	N/A	N/A	N/A			
Overall Performance Incl. quality of work to date	Satisfactory (no procurement during the month of October 2025)	Satisfactory (no procurement during the month of November 2025)	Satisfactory (no procurement during the month of December 2025)				
Blockages and Problemes	None	None	None	None			
Recommended Action and Resolutions required to unblock blockages & problems	N/A	None	None	None			
Actual Amount Paid to Date	R 2,325,435.40	R 2,325,435.40	R 2,325,435.40	R 2,325,435.40			
Number of Invoices /Certificates	64	64	64	64			
Disputed Invoices / Certificates	0	0	0	0			

PROJECT MANAGER:	J Barnard		PROJECT CHAMPION:		A Meyer	
Complete Tender No. & Description	COMM 01/2023/24 - Supply and Delivery of Personal Protective Clothing and Equipment			Funding Source		
Service Provider	TJH Property Investments Pty LTD			Own	Own Funds	Other
Commencement Date	20-Nov-23	Total Contract Amount	R 1,244,680.56 <th>Value of VO's Approved</th> <td colspan="2">None</td>	Value of VO's Approved	None	
Completion Date	30-Jun-26	Adjusted Completion Date	N/A <th>No Adjustment</th> <td colspan="2">Project on Time</td>	No Adjustment	Project on Time	
Adjusted Contract Amount	N/A <th>Adjusted Completion Date</th> <td>N/A <th>No Adjustment</th> <td colspan="2">yes</td> </td>	Adjusted Completion Date	N/A <th>No Adjustment</th> <td colspan="2">yes</td>	No Adjustment	yes	
Date of Report	31 October 2025		30 November 2025		31 December 2025	
Report Numbers	22	23	24			
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	N/A	N/A	N/A	N/A		
Overall performance including Rand Value in terms of the Empowerment Goals	N/A	N/A	N/A	N/A		
Overall Performance Incl. quality of work to date	Satisfactory	Satisfactory	Satisfactory	Satisfactory		
Blockages and Problemes	None	None	None	None		
Recommended Action and Resolutions required to unblock blockages & problems	N/A	None	None	None		
Actual Amount Paid to Date	R 0.00	R 0.00	R 0.00	R 0.00		
Number of Invoices /Certificates	0	0	0	0		
Disputed Invoices / Certificates	0	0	0	0		

Contract Manager		R Hendricks		Contract Owner		M Arendse		Funding Source		
Directorate		Community Safety		TOTAL COMPUTER SERVICES (PTY) LTD		OWN		Other		
<p><b>Complete Tender No. &amp; Description</b>            SUPPLY, IMPLEMENTATION AND MANAGEMENT OF A COMPUTERIZED TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM (TCMSC) WITH CALL CENTRE MODULE FOR THE PROCESSING OF TRAFFIC – AND LAW ENFORCEMENT OFFENCES AND THE PROVISION OF OPERATIONAL SUPPORT AND MAINTENANCE FROM THE DATE OF APPOINTMENT 01 FEBRUARY 2024 TO 30 JUNE 2026</p>										
<p><b>Service Provider</b>            TOTAL COMPUTER SERVICES (PTY) LTD</p>										
<b>Commencement Date</b>		16-Apr-24		<b>Total Contract Amount (Vat excl.)</b>		R292,938.00		<b>Value of Expansions Approved (Vat excl.)</b>		R0.00
<b>Completion Date</b>		30-Jun-26		<b>Adjusted Completion Date</b>		N/A		<b>Project on Time</b>		YES
<b>Adjusted Contract Amount</b>		N/A		<b>Date of Report</b>		31 October 2025		<b>Report Numbers</b>		19
<b>Date of Report</b>		31 October 2025		<b>Date of Report</b>		30 November 2025		<b>Date of Report</b>		31 December 2025
<b>Report Numbers</b>		19		<b>Report Numbers</b>		20		<b>Report Numbers</b>		21
<b>Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(e) of the SCM Policy</b>		N/A		N/A		N/A		N/A		N/A
<b>Overall performance including Rand Value in terms of the Empowerment Goals</b>		N/A		N/A		N/A		N/A		N/A
<b>Overall Performance incl. quality of work to date</b>		Satisfactory		Satisfactory		Satisfactory		Satisfactory		Satisfactory
<b>Blockages and Problems</b>		N/A		N/A		N/A		N/A		N/A
<b>Recommended Action and Resolutions required to unblock blockages &amp; problems</b>		N/A		N/A		N/A		N/A		N/A
<b>Actual Amount Paid to Date (Vat excl.)</b>		R 131,100.00		R 138,000.00		R 144,900.00		R 144,900.00		R 144,900.00
<b>Number of Invoices / Certificates</b>		19		20		21		21		21
<b>Disputed Invoices / Certificates</b>		None		None		None		None		None

Contract Manager Directorate		A Voss		Community Safety		Contract Owner		N Avenise		Funding Source	
										Own Other	
Complete Tender No. & Description		The Provision of Security Services for Theewaterskloof Municipality: Guarding, Alarm Installation, Monitoring and Response from date of Appointment to 30 June 2028.									
Service Provider		SIBAKULU TRADING (PTY) LTD									
Commencement Date		1-Nov-25	Total Contract Amount (Vat excl.)	R2,637,000.00	Value of Expansions Approved (Vat excl.)	R0.00					
Completion Date		30-Jun-28	Adjusted Completion Date	N/A	Project on Time	YES					
Adjusted Contract Amount		N/A	Date of Report	31 October 2025	30 November 2025	31 December 2025					
Report Numbers		0	0	1							
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(e) of the SCM Policy		N/A									
Overall performance including Rand Value in terms of the Empowerment Goals		N/A									
Overall Performance incl. quality of work to date		Substandard									
Blockages and Problems		<p>We have identified several areas that require attention and improvement. Currently, we are encountering challenges related to invoicing, dates on invoices, site management, and the performance of security personnel at various sites. Unfortunately, they are not in compliance with the Service Level Agreement (SLA). Furthermore, it has been noted that some security personnel are lacking essential personal protective equipment (PPE).</p> <p>We addressed the matter with the Service Provider in a recent contract management meeting, and they have assured us that it will be resolved promptly.</p>									
Recommended Action and Resolutions required to unblock blockages & problems		To address these issues, we will be implementing enhanced contract management practices to ensure compliance moving forward.									
Actual Amount Paid to Date (Vat excl.)		R 451,026.32									
Number of Invoices /Certificates Disputed Invoices / Certificates		None	None	5	None						

Contract Manager Directorate		A Meyer		Community Services		Contract Owner		J Barnard		Funding Source	
										Own	
										Other	
Complete Tender No. & Description		COMM 03/2025/26 - Supply and Delivery of Black Bags for the period from appointment date until 20 June 2028									
Service Provider		EEND KLEEN HUB									
Commencement Date		20-Oct-25		Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)				R0.00	
Completion Date											
Adjusted Contract Amount		N/A		Adjusted Completion Date		N/A		Project on Time		YES	
Date of Report		31 October 2025		30 November 2025		31 December 2025					
Report Numbers		0		1		2					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(e) of the SCM Policy				N/A				N/A			
Overall performance including Rand Value in terms of the Empowerment Goals				N/A				N/A			
Overall Performance incl. quality of work to date				Poor				N/A			
Blockages and Problems						The Service provider could not deliver the black bags and contract was ended on mutual grounds.				N/A	
Recommended Action and Resolutions required to unblock blockages & problems						Contract manager to initiate the appointment of the second service provider.				N/A	
Actual Amount Paid to Date (Vat excl.)		R 0.00		R 0.00		R 0.00				R 0.00	
Number of Invoices /Certificates		0		0		0				0	
Disputed Invoices / Certificates		None		None		None				None	

Contract Manager Directorate		A Meyer		Community Services		Contract Owner		J Barnard		Funding Source	
										Own Other	
Complete Tender No. & Description		COMM 03/2025/26 - Supply and Delivery of Black Bags for the period from appointment date until 20 June 2028									
Service Provider		ORTEL CIVILS									
Commencement Date				Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)				R0.00	
Completion Date											
Adjusted Contract Amount		N/A		Adjusted Completion Date		N/A		Project on Time		YES	
Date of Report		31 October 2025		30 November 2025		31 December 2025					
Report Numbers		0		1		2					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy				N/A		N/A		N/A			
Overall performance including Rand Value in terms of the Empowerment Goals				N/A		N/A		N/A			
Overall Performance incl. quality of work to date				Poor		N/A		N/A			
Blockages and Problems						The Service provider could not deliver the black bags and contract was ended on mutual grounds.		N/A			
Recommended Action and Resolutions required to unblock blockages & problems						Contract manager to initiate the appointment of the second service provider.		N/A			
Actual Amount Paid to Date (Vat excl.)		R 0.00		R 0.00		R 0.00		R 0.00			
Number of Invoices /Certificates		0		0		0		0			
Disputed Invoices / Certificates		None		None		None		None			

Contract Manager Directorate		A Meyer		Community Services		J Bernard		Contract Owner		Funding Source	
										Own Other	
Complete Tender No. & Description		COMM 03/2025/26 - Supply and Delivery of Black Bags for the period from appointment date until 20 June 2028									
Service Provider		SIBAKULU TRADING (PTY) LTD									
Commencement Date		Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)		R0.00					
Completion Date											
Adjusted Contract Amount		N/A		Adjusted Completion Date		N/A		Project on Time		YES	
Date of Report		31 October 2025		30 November 2025		31 December 2025					
Report Numbers		0		1		2					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy				N/A		N/A				N/A	
Overall performance including Rand Value in terms of the Empowerment Goals				N/A		N/A				N/A	
Overall Performance incl. quality of work to date				Poor		Poor				Poor	
Blockages and Problems				Orders has been sent to the Service Provider in November 2025, however delivery has not yet commenced		Orders has been sent to the Service Provider in November and December 2025, however delivery has not yet commenced					
Recommended Action and Resolutions required to unblock blockages & problems				Contract Manager has informed SCM to issue non-performance letter to the service provider.		Supply Chain Management has issued a non-performance letter to the service provider. Contract Manager is currently consulting with SCM to advertise a TMK 2 in order to mitigate the risks.					
Actual Amount Paid to Date (Vat excl.)		R 0.00		R 0.00		R 0.00				R 0.00	
Number of Invoices /Certificates		0		0		0				0	
Disputed Invoices / Certificates		None		None		None				None	

Contract Manager Directorate		A Meyer		Community Services		Contract Owner		J Barnard		Funding Source	
										Own Other	
Complete Tender No. & Description		COMM 04/2025/26 - Supply and Delivery of Chemicals									
Service Provider		Chloroape PTY Ltd									
Commencement Date		Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)		R0.00				OWN	
Completion Date											
Adjusted Contract Amount		N/A		Adjusted Completion Date		N/A		Project on Time		YES	
Date of Report		31 October 2025		30 November 2025		31 December 2025					
Report Numbers		0		1		2					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(e) of the SCM Policy				N/A		N/A		N/A			
Overall performance including Rand Value in terms of the Empowerment Goals				N/A		N/A		N/A			
Overall Performance incl. quality of work to date				Satisfactory		Satisfactory		Satisfactory			
Blockages and Problems				None		None		None			
Recommended Action and Resolutions required to unblock blockages & problems				N/A		N/A		N/A			
Actual Amount Paid to Date (Vat excl.)		R 0.00		R 0.00		R 0.00		R 0.00			
Number of Invoices /Certificates		0		0		0		0			
Disputed Invoices / Certificates		None		None		None		None			

Contract Manager Directorate		A Meyer		Community Services		Contract Owner		J Barnard		Funding Source	
										Own Other	
Complete Tender No. & Description		COMM 04/2025/26 - Supply and Delivery of Chemicals								OWN	
Service Provider		Z ACS Service PTY LTD								R0.00	
Commencement Date				Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)					
Completion Date											
Adjusted Contract Amount		N/A		Adjusted Completion Date		N/A		Project on Time		YES	
Date of Report		31 October 2025		30 November 2025		31 December 2025					
Report Numbers		0		1		2					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy				N/A				N/A			
Overall performance including Rand Value in terms of the Empowerment Goals				N/A				N/A			
Overall Performance incl. quality of work to date				Satisfactory				Satisfactory			
Blockages and Problems				None				None			
Recommended Action and Resolutions required to unblock blockages & problems				N/A				N/A			
Actual Amount Paid to Date (Vat excl.)		R 0.00		R 0.00		R 0.00		R 0.00			
Number of Invoices /Certificates		0		0		0		0			
Disputed Invoices / Certificates		None		None		None		None			

Contract Manager Directorate		A Meyer		Community Services		Contract Owner		J Barnard		Funding Source	
										Own Other	
Complete Tender No. & Description		COMM 04/2025/26 - Supply and Delivery of Chemicals									
Service Provider		CHEMCAPE PTY LTD									
Commencement Date		Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)		R0.00					
Completion Date											
Adjusted Contract Amount		N/A		Adjusted Completion Date		N/A		Project on Time		YES	
Date of Report		31 October 2025		30 November 2025		31 December 2025					
Report Numbers		0		1		2					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(e) of the SCM Policy				N/A				N/A			
Overall performance including Rand Value in terms of the Empowerment Goals				N/A				N/A			
Overall Performance incl. quality of work to date				Satisfactory				Satisfactory			
Blockages and Problems				None				None			
Recommended Action and Resolutions required to unblock blockages & problems				N/A				N/A			
Actual Amount Paid to Date (Vat excl.)		R 0.00		R 0.00		R 0.00		R 0.00			
Number of Invoices /Certificates		0		0		0		0			
Disputed Invoices / Certificates		None		None		None		None			

Contract Manager Directorate		A Meyer		Community Services		J Barnard		Contract Owner		Funding Source	
										Own Other	
Complete Tender No. & Description		COMIM 04/2025/26 - Supply and Delivery of Chemicals								OWN	
Service Provider		CHEMTOLL PTY LTD								R0.00	
Commencement Date				Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)					
Completion Date											
Adjusted Contract Amount		N/A		Adjusted Completion Date		N/A		Project on Time		YES	
Date of Report		31 October 2025		30 November 2025		31 December 2025					
Report Numbers		0		1		2					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy				N/A		N/A		N/A			
Overall performance including Rand Value in terms of the Empowerment Goals				N/A		N/A		N/A			
Overall Performance incl. quality of work to date				Satisfactory		Satisfactory		Satisfactory			
Blockages and Problems				None		None		None			
Recommended Action and Resolutions required to unblock blockages & problems				N/A		N/A		N/A			
Actual Amount Paid to Date (Vat excl.)		R 0.00		R 0.00		R 0.00		R 0.00			
Number of Invoices /Certificates		0		0		0		0			
Disputed Invoices / Certificates		None		None		None		None			

Contract Manager Directorate		A Meyer		Community Services		Contract Owner		J Barnard		Funding Source	
										Own Other	
Complete Tender No. & Description		COMM 04/2025/26 - Supply and Delivery of Chemicals		Deefour (Pty) Ltd						OWN	
Service Provider											
Commencement Date				Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)				R0.00	
Completion Date				Adjusted Completion Date		N/A		Project on Time		YES	
Adjusted Contract Amount		N/A		31 October 2025		30 November 2025		31 December 2025			
Date of Report		0		1		2					
Report Numbers											
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy				N/A		N/A		N/A			
Overall performance including Rand Value in terms of the Empowerment Goals				N/A		N/A		N/A			
Overall Performance incl. quality of work to date				Satisfactory		Satisfactory		Satisfactory			
Blockages and Problems				None		None		None			
Recommended Action and Resolutions required to unblock blockages & problems				N/A		N/A		N/A			
Actual Amount Paid to Date (Vat excl.)		R 0.00		R 0.00		R 0.00		R 0.00			
Number of Invoices /Certificates		0		0		0		0			
Disputed Invoices / Certificates		None		None		None		None			

Contract Manager Directorate		A Meyer		Community Services		J Barnard		Contract Owner		Finding Source	
										Own Other	
Complete Tender No. & Description		COMM 04/2025/26 - Supply and Delivery of Chemicals		Leafix (Pty) Ltd						OWN	
Service Provider											
Commencement Date				Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)				R0.00	
Completion Date											
Adjusted Contract Amount		N/A		Adjusted Completion Date		N/A		Project on Time		YES	
Date of Report		31 October 2025		30 November 2025		31 December 2025					
Report Numbers		0		1		2					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy				N/A				N/A			
Overall performance including Rand Value in terms of the Empowerment Goals				N/A				N/A			
Overall Performance incl. quality of work to date				Satisfactory				Satisfactory			
Blockages and Problems				None				None			
Recommended Action and Resolutions required to unblock blockages & problems				N/A				N/A			
Actual Amount Paid to Date (Vat excl.)		R 0.00		R 0.00		R 0.00		R 0.00			
Number of Invoices / Certificates		0		0		0		0			
Disputed Invoices / Certificates		None		None		None		None			

**ITEM TITLE**

**C68/2026 DIRECTORATE COMMUNITY SERVICES: DEPARTMENT PUBLIC SAFETY: THE IMPLEMENTATION OF THE ADMINISTRATIVE ADJUDICATION OF ROAD TRAFFIC OFFENCES ACT (AARTO)**

*[English version of the report is the original]*

**FILE NUMBER**

17/2/11

**PURPOSE OF REPORT**

The purpose of this item is to provide the Portfolio Committee with the latest developments regarding the National Roll-out of the Administrative Adjudication of Road Traffic Offences (AARTO) Act and the subsequent withdrawal of key proclamations and regulations in late 2025.

**BACKGROUND**

The purpose of the AARTO Act, amongst others, is to promote quality, safety and discipline in road traffic by providing for a scheme to discourage road traffic contraventions, facilitate the adjudication of road traffic infringements, and implement a points demerit system that is supported by a rehabilitation programme. During the 2021/22 financial year, the RTIA, through the AARTO Master Implementation Plan (AMIP), conducted IA readiness assessments within the 67 issuing authorities in preparation for the AARTO national rollout.

**Executive Summary of the Latest Developments**

Despite earlier communications indicating a phased national roll-out starting 1 December 2025, there has been a significant reversal in the legislative timeline:

- **Withdrawal of Commencement Proclamation:** On 28 November 2025, President Cyril Ramaphosa issued Proclamation Notice 301 of 2025, which officially withdrew Proclamation 274 of 2025 (originally published on 1 August 2025).
- **Withdrawal of Regulations:** Simultaneously, the Minister of Transport, Barbara Creecy, issued Government Notice No. R. 6890 on 28 November 2025, withdrawing the AARTO Regulations of 2025 (Notice No. 6782 of 31 October 2025).
- **Current Standing:** As it stands, the planned implementation for "Phase 2" on 1 December 2025 has been halted.

**Advice from the Overberg District Municipal Manager (MM) Forum**

Mr. Richard Bosman, Municipal Manager of the Overberg District Municipality, has taken a leading role in advising municipalities within the district. His formal advice regarding the current situation is as follows:

- **Suspension of Training/Seminars:** Due to the withdrawal of the regulations by the Minister of Transport, municipalities are advised **not to attend costly seminars** (such as those offered by Alta Swanepoel and Associates) until new regulations are officially published for public comment and finalized. Working through withdrawn or draft regulations is currently viewed as serving no purpose.
- **Financial Prudence:** Given the high per-person cost of these seminars, this advice is intended to prevent fruitless and wasteful expenditure during this period of legislative uncertainty.

## **DISCUSSION**

The Road Traffic Infringement Agency/Authority (RTIA) is in the process of finalising preparations for the full implementation of the AARTO Act nationwide. During the virtual special AARTO National Steering Committee (ANSC) meeting held on 11 July 2025, the Department of Transport confirmed that the President had signed the AARTO Proclamation, which was subsequently published under Gazette Number 53099 on 01 August 2025. IMPLEMENTATION OF THE ADMINISTRATIVE ADJUDICATION OF ROAD TRAFFIC OFFENCES (AARTO) ACT, 46 OF 1998 AS AMENDED

Page 2 of 10

The national implementation of AARTO will therefore follow a phased approach as outlined below:

- a) Phase 2: 01 December 2025 is the date by which the said Act will come into operation within the 69 metropolitan and municipal areas as per Annexure A of Proclamation Notice 272 of 2025
- b) Phase 3: 01 April 2026 is the date by which the said Act will come into operation within the remaining 144 municipal areas as per Annexure B of Proclamation Notice 272 of 2025 and
- c) Phase 4: 01 September 2026 is the date on which the Points Demerit System for identified fatal contraventions will come into operation throughout all the municipalities in the country.

## **COMMENTS FROM THE DIRECTORATE CORPORATE SERVICES**

Supported.

## **COMMENTS FROM THE DIRECTORATE ECONOMIC DEVELOPMENT AND PLANNING (HUMAN SETTLEMENT)**

Item is noted.

## **COMMENTS FROM THE DIRECTORATE ECONOMIC DEVELOPMENT AND PLANNING**

Noted.

**COMMENTS FROM THE DIRECTORATE COMMUNITY SERVICES (OPERATIONAL)**

Take note of the updated report regarding the implementation of AARTO, and support the recommendation.

**COMMENTS FROM THE DIRECTORATE COMMUNITY SERVICES (PUBLIC SAFETY)**

As requested from the Executive Mayor at the Mayoral Committee Member (Executive Mayoral Committee) on Tuesday 13 January 2026, the report is submitted to Community Services, Mayoral Committee and Council that the contents be noted.

**FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

- 1. Budgetary Gaps:** Implementation was initially set for 1 December 2025, which fell mid-budget cycle. There was no existing budget for AARTO-related costs involving the South African Post Office (SAPO) or Government Printing Works (GPW).
- 2. Revenue Risks:** Under AARTO, municipalities lose significant control over fine collection. For instance, if an infringer pays at a different Issuing Authority (IA), that IA retains a 3% fee, and the remainder is disbursed via the RTIA, leading to potential delays and reduced local revenue.
- 3. SAPO Reliability:** Serious concerns exist regarding the capacity of SAPO (currently in business rescue) to handle the volume of AARTO notices.

**LEGAL IMPLICATIONS (ITEM AUTHOR)**

Sec 17(1) of the AARTO Act;  
Criminal Procedure Act, 1977 (Act No. 51 of 1977).

**RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

None.

**RECOMMENDATION BY ITEM AUTHOR:**

It is recommended that the Theewaterskloof Municipality:

- **Note the formal withdrawal of the AARTO Proclamation and Regulations as of 28 November 2025.**
- **Adhere to the guidance of the Overberg District MM and suspend all paid training related to the withdrawn October 2025 regulations.**
- **Await the publication of new draft regulations for public comment before committing further resources.**
- **Monitor the responses from the Department of Mobility regarding the readiness and financial safeguards required for Western Cape municipalities.**

**RECOMMENDATION BY THE COMMUNITY SERVICES COMMITTEE TO EMC:  
10 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor H Linnerts and seconded by Councillor D Jacobs, it was recommended as follows:

1. That Theewaterskloof Municipality note the formal withdrawal of the AARTO Proclamation and Regulations as of 28 November 2025.
2. That Theewaterskloof Municipality adhere to the guidance of the Overberg District MM and suspend all paid training related to the withdrawn October 2025 regulations.
3. That Theewaterskloof Municipality await the publication of new draft regulations for public comment before committing further resources.
4. That Theewaterskloof Municipality monitor the responses from the Department of Mobility regarding the readiness and financial safeguards required for Western Cape municipalities.
5. The Community Services Committee noted the tender irregularities for tender COM01/2025/2026.

**RECOMMENDATION BY THE EMC TO COUNCIL: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, it was unanimously recommended as follows:

1. That Theewaterskloof Municipality note the formal withdrawal of the AARTO Proclamation and Regulations as of 28 November 2025.
2. That Theewaterskloof Municipality adhere to the guidance of the Overberg District MM and suspend all paid training related to the withdrawn October 2025 regulations.
3. That Theewaterskloof Municipality await the publication of new draft regulations for public comment before committing further resources.
4. That Theewaterskloof Municipality monitor the responses from the Department of Mobility regarding the readiness and financial safeguards required for Western Cape municipalities.
5. The EMC noted the tender irregularities for tender COM01/2025/2026, which tender was written to accommodate AARTO implementation and Council will be guided by the Supply Chain Management process followed.
6. That a presentation be presented at the Council Meeting of 27 February 2026 regarding the AARTO implementation in Theewaterskloof Municipality.

**RECOMMENDATION TO COUNCIL:**

284

**It is recommended:**

- 1. That Theewaterskloof Municipality note the formal withdrawal of the AARTO Proclamation and Regulations as of 28 November 2025.**
- 2. That Theewaterskloof Municipality adhere to the guidance of the Overberg District MM and suspend all paid training related to the withdrawn October 2025 regulations.**
- 3. That Theewaterskloof Municipality await the publication of new draft regulations for public comment before committing further resources.**
- 4. That Theewaterskloof Municipality monitor the responses from the Department of Mobility regarding the readiness and financial safeguards required for Western Cape municipalities.**
- 5. The EMC noted the tender irregularities for tender COM01/2025/2026, which tender was written to accommodate AARTO implementation and Council will be guided by the Supply Chain Management process followed.**



New Road Office Park, 10 Matuka Close, Midrand | P O Box 6341, Halfway House, 1685  
Tel: +27 87 285 0500 | Fax: 086 263 6504 | www.rtia.co.za

## Circular 01 of 2025

**To:** : Heads of Provincial Departments; Municipal Managers; Chiefs of Metro Police Departments; National, Provincial and Local Issuing Authorities (IAs); Heads of Driving Licence Testing Centres (DLTCs) and Registering Authorities (RAs); Cross Border Road Transport Authority (C-BRTA); Road Traffic Management Corporation (RTMC); South African Local Government Association (SALGA); National Prosecuting Authority (NPA); South African Police Service (SAPS); South African Post Office (SAPO); Government Printing Works (GPW); South African National Parks (SANPARKS), Border Management Authority (BMA)

Ref AARTO Implementation 01/2025  
Enq Dr Peter Baloyi  
Tel +27 87 285 0490  
Cell +27 83 294 7332  
Fax +27 86 225 6963  
Email Peter.Baloyi@rtia.co.za

## IMPLEMENTATION OF THE ADMINISTRATIVE ADJUDICATION OF ROAD TRAFFIC OFFENCES (AARTO) ACT, 46 OF 1998 AS AMENDED

Dear Colleagues,

### 1. Purpose

This correspondence seeks to provide a detailed status update to the issuing authorities and various key stakeholders pertaining to the planned national full implementation of the Administrative Adjudication of Road Traffic Offences Act, 46 of 1998 (AARTO Act), as amended.

### 2. Introduction

The Road Traffic Infringement Agency/Authority (RTIA) is in the process of finalising preparations for the full implementation of the AARTO Act nationwide. During the virtual special AARTO National Steering Committee (ANSC) meeting held on 11 July 2025, the Department of Transport confirmed that the President had signed the AARTO Proclamation, which was subsequently published under **Gazette Number 53099 on 01 August 2025**.

Board of Directors: Mr BM Ramokhele (Chairperson), Mr M Moloi (Registrar), Adv. NN January, Mr SJ Keswa, Prof. D Khosa, Dr MJ Mashinini, \*Mr L Sakata, Adv. MLT Bilikwana (Company Secretary)

\*NPA Representative

The national implementation of AARTO will therefore follow a phased approach as outlined below:

- a) **Phase 2: 01 December 2025** is the date by which the said Act will come into operation within the 69 metropolitan and municipal areas as per Annexure A of Proclamation Notice 272 of 2025
- b) **Phase 3: 01 April 2026** is the date by which the said Act will come into operation within the remaining 144 municipal areas as per Annexure B of Proclamation Notice 272 of 2025 and
- c) **Phase 4: 01 September 2026** is the date on which the Points Demerit System for identified fatal contraventions will come into operation throughout all the municipalities in the country.

### 3. Background

The purpose of the AARTO Act, amongst others, is to promote quality, safety and discipline in road traffic by providing for a scheme to discourage road traffic contraventions, facilitate the adjudication of road traffic infringements, and implement a points demerit system that is supported by a rehabilitation programme. During the 2021/22 financial year, the RTIA, through the AARTO Master Implementation Plan (AMIP), conducted IA readiness assessments within the 67 issuing authorities in preparation for the AARTO national rollout.

The Minister of Transport announced the AARTO Roll-Out in four (4) phases. The first phase commenced on 01 July 2021. However, following the Gauteng High Court Judgement of 13 January 2022, which declared the AARTO Act and its amendment unconstitutional and invalid, stalled the process and impacted the subsequent phases. On 12 July 2023, the Constitutional Court set aside the High Court judgment and confirmed that the AARTO Act is constitutional and valid.

It is for this reason that the RTIA is appealing to all stakeholders involved in the AARTO process, as listed above, to take cognisance of this important publication issued under Gazette 53099 and evidencing their preparedness for the full implementation of AARTO countrywide. It is important to also remind all national, provincial, metropolitan and municipal issuing authorities that once AARTO has been proclaimed throughout the country:

- a. Sect 17(1) of the AARTO Act states that: "If a person is alleged to have committed an infringement, an authorised officer or a person duly authorised by an issuing authority, must instead of a notice contemplated in section 56 or 341 of the Criminal Procedure Act, 1977 (Act No. 51 of 1977), and subject to section 23, serve or cause to be served on that person an infringement notice....."
- b. Sect 23 of the AARTO Act states that: "If a person is alleged to have committed an offence and an infringement arising out of the same set of facts, such person must, despite the provisions of this Act, be dealt with in terms of the Criminal Procedure Act, 1977 (Act No. 51 of 1977)."
- c. Sect 35 (1) of the AARTO Act states that: "Any notice issued in terms of section 56 or 341 of the Criminal Procedure Act, 1977 (Act No. 51 OF 1977), before the date of commencement of Sect 17, may be continued and finalised under that Act, but no such notice may be issued after the date in respect of an offence and infringement'.

Consequently, it is critical that stakeholders take note of the various activities and areas of responsibility that should be considered in preparation for roll-out as outlined below:

#### **4. Operations and Coordination of AARTO**

The coordination of AARTO implementation is conducted through the Operations Unit within the RTIA. This unit is responsible for several key areas that ensure all key stakeholders are prepared and understand their roles and responsibilities. All issuing authorities and key stakeholders are responsible for ensuring that they are ready to implement AARTO on 01 December 2025 and 01 April 2026 in line with Section 17 of the Act. The RTIA can guide, assist and support with the readiness to implement AARTO.

##### **4.1 AARTO Engagements**

As per the Strategic Plan and Annual Performance Plan, the RTIA is supposed to disseminate information on AARTO to its key stakeholders. The AARTO National Steering Committee (ANSC), chaired by the RTIA, and attended by provinces, metros and other key stakeholders, is responsible for coordination of all AARTO-related matters at national level. Furthermore, the provinces, through the assistance of the RTIA, have established the AARTO Provincial Coordinating Committees (APCC) to monitor and report on the progress made by various provinces and municipalities in preparation for the AARTO rollout and compliance with the AARTO legislation and processes.

The Terms of Reference (ToR) outline the mandate, responsibilities, and reporting mechanisms of the APCC. The main objectives of the structures are to:

- (a) Provide regular updates on the progress made in various aspects of the preparation for the AARTO national rollout.
- (b) Identify any challenges or bottlenecks encountered during the preparation phase and propose appropriate solutions.
- (c) Provide status progress report to the AARTO National Steering Committee (ANSC) as and when required for noting purposes.
- (d) Monitor implementation of AARTO beyond roll-out and advise the ANSC on any challenges.
- (e) Serve as a link between the RTIA and the ANSC on AARTO-related matters.

The RTIA also conducts such engagements with other stakeholders such as the South African Local Government Association (SALGA), South African Police Service (SAPS), South African Post Office (SAPO), Driving License Testing Centres (DLTCs), Registering Authorities (RAs) and others as and when such engagements are requested. It is therefore recommended that such structures listed above form part of the APCC meetings in provinces.

#### **4.2 The five key areas that have been identified and resolved as minimum requirements for the readiness to implement AARTO.**

##### **4.2.1 AARTO Training**

Training of traffic officers, SAPS and back-office personnel has been coordinated by the RTIA but facilitated by the Road Traffic Management Corporation (RTMC) in consultation with issuing authorities and various traffic training colleges around the country. A training schedule for traffic officers, SAPS and back-office personnel will be made available through the RTMC to all issuing authorities in due course. However, it must be noted that training for SAPS members will be handled differently from that of traffic officers.

#### 4.2.2 Procurement of AARTO Stationery

In terms of Regulation 25A of the AARTO Regulations published on 14 November 2013 under Gazette Number 37025, all AARTO Forms shall be ordered directly from Government Printing Works (GPW) by Issuing Authorities.

All issuing authorities are therefore requested to source quotations and place orders accordingly through **Mr Nathie Dlamini and Mr Titus Magagula of Government Printing Works (GPW), 149 Bosman Street, Pretoria, on 012 748 6191/012 748 3951 or email [nathie.dlamini@gpw.gov.za](mailto:nathie.dlamini@gpw.gov.za) and [Titus.Magagula@gpw.gov.za](mailto:Titus.Magagula@gpw.gov.za)**. Issuing Authorities (IAs) will be required to quote their individual Issuing Authority Codes whenever they interact with GPW to source quotations and order stationery. Should IAs have challenges in this regard, such should be escalated to the RTIA through [Venda.Mamabolo@rtia.co.za](mailto:Venda.Mamabolo@rtia.co.za) or [Felicia.Bans@rtia.co.za](mailto:Felicia.Bans@rtia.co.za) or [GPWAARTOStationery@rtia.co.za](mailto:GPWAARTOStationery@rtia.co.za). We are also encouraging issuing authorities to carbon copy the RTIA officials whenever interacting with GPW on AARTO-related matters for ease of follow-up in case there are challenges.

It is also important to indicate that during the last few years, while preparations were underway for the full implementation of this legislation, some of the provincial and municipal IAs, went ahead to procure AARTO stationery from GPW, which was never used as a result of the delayed implementation. However, during implementation of AARTO in Gauteng by the two metropolitan areas, namely Tshwane and Johannesburg, some gaps were identified on the AARTO Forms where there was a need to effect some changes and certain important information was since amended on the new forms. To this end, it should be noted that any AARTO Stationery that was procured before 2021, is subject to the amendments by GPW and can therefore no longer be used. GPW is busy with the process of reinforcing the IAs who made the purchases of such stationery.

Furthermore, the National Treasury was approached by the RTIA with the view to requesting disposal of the old AARTO forms that may no longer be relevant and such not to be viewed as fruitless and wasteful expenditure by the auditors since this was not deliberate but was as a result of the delayed implementation of AARTO, which was beyond everyone's.

#### 4.2.3 Service Level Agreement with the South African Post Office

All AARTO Infringement Notices emanating either from camera infringements or those generated from the National Contravention Register (NCR)/National Road Traffic Offences Register (NRTOR), will need to be posted in line with Section 30 of the AARTO Act as amended. All issuing authorities are therefore, encouraged to enter into Service Level Agreements (SLAs) with the South African Post Office (SAPO) for posting of such notices, either via postage or electronic service via email.

It should be emphasised that the AARTO Act as amended, does not make it compulsory for infringement notices to be served through registered mail; therefore, issuing authorities will have the option to use any of the above-mentioned methods of serving notices as stipulated in the AARTO Regulations. The SAPO SLA template shall be made available to all other IAs, which may be amended where necessary to suit the individual needs of IAs.

For further information regarding SAPO SLA related matters, stakeholders may contact **Mr Paul Moakamedi** from SAPO Head Office at [Paul.Moakamedi@postoffice.co.za](mailto:Paul.Moakamedi@postoffice.co.za). However, provinces and municipalities may contact the SAPO provincial representatives as per the table below:

Province	Responsible RMS	Cell	Tel	Email
Eastern Cape	Arno Oosthuizen	041 508 4250	+27 72 723 6334	<a href="mailto:Arno.Oosthuizen@postoffice.co.za">Arno.Oosthuizen@postoffice.co.za</a>
Free State	Vernon Govender	031 336 3584	+27 82 414 5237	<a href="mailto:Vernon.Govender@postoffice.co.za">Vernon.Govender@postoffice.co.za</a>
Gauteng	Paul Moakamedi	012 407 6378	+27 63 072 6333	<a href="mailto:Paul.Moakamedi@postoffice.co.za">Paul.Moakamedi@postoffice.co.za</a>
KwaZulu Natal	Vernon Govender	031 336 3584	+27 82 414 5237	<a href="mailto:Vernon.Govender@postoffice.co.za">Vernon.Govender@postoffice.co.za</a>
Limpopo	Nhlanhla Dlamini	012 407 6307	+27 84 777 1293	<a href="mailto:Nhlanhla.Dlamini@postoffice.co.za">Nhlanhla.Dlamini@postoffice.co.za</a>
Mpumalanga	Nhlanhla Dlamini	012 407 6307	+27 84 777 1293	<a href="mailto:Nhlanhla.Dlamini@postoffice.co.za">Nhlanhla.Dlamini@postoffice.co.za</a>
Northern Cape	Arno Oosthuizen	041 508 4250	+27 72 723 6334	<a href="mailto:Arno.Oosthuizen@postoffice.co.za">Arno.Oosthuizen@postoffice.co.za</a>
North West	Vernon Govender	031 336 3584	+27 82 414 5237	<a href="mailto:Vernon.Govender@postoffice.co.za">Vernon.Govender@postoffice.co.za</a>
Western Cape	Arno Oosthuizen	041 508 4250	+27 72 723 6334	<a href="mailto:Arno.Oosthuizen@postoffice.co.za">Arno.Oosthuizen@postoffice.co.za</a>

#### 4.2.4 Equipment and Network Connection Rollout by RTMC

The RTMC has deployed AARTO IT equipment and NaTIS connectivity in various provincial and municipal IAs since 01 April 2021. However, it should also be noted that due to insufficient equipment, the RTMC had to deploy the minimum required equipment in order to cater for all IAs. We are, therefore, confident as the RTIA that the minimum required IT equipment was deployed by the RTMC for this purpose. The Issuing Authorities who have in the meantime purchased their own equipment which they used under the CPA regime can approach the RTMC to have such equipment connected and enabled to function in the NATIS.

Furthermore, the RTMC has undertaken to assist the IAs with IT Specifications for the AARTO in case issuing authorities require to procure additional equipment. However, the details of such specifications will be provided in due course as well as the information pertaining to the network device for connecting to NaTIS while utilising own equipment.

### 5. AARTO Communication

The AARTO National Steering Committee (ANSC) established the Communication Sub-Committee that deals with AARTO communication and awareness programmes. The sub-committee has developed a Communication Strategy to guide the current AARTO education drive. In addition, the sub-committee is made up of communication officials from various provinces and municipalities tasked to ensure the implementation of a seamless AARTO national communication agenda.

The Communications sub-committee derives its strategy and plan from Section 4 of the AARTO Act, which indicates that the RTIA should undertake community education and community awareness programmes in order to ensure that individuals understand their rights and options. In addition, the AARTO Act instructs the RTIA and related stakeholders to fulfil this mandate by disseminating information regarding the role and functions of the RTIA and the rights enjoyed by individuals in terms of the AARTO Act. The Authority/Agency is also expected to apply efficient and equitable procedures to encourage compliance with the AARTO Act, fostering law-abiding behaviour by road users. The RTIA Communication effort is also expected to support road safety awareness programmes.

In order to realise the above legislative objective, the Sub-committee has developed a Communication Strategy that translates into a national public education programme in order to reach the more than 12.4 million registered motorists on our road network. The RTIA Communication strategy is anchored on face-to-

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face communication with the road users. At the centre of our communication effort is to inform the road user about the AARTO benefits, particularly the elective options which seek to promote compliance with the road laws.

The RTIA continues to work with other transport agencies such as the RTMC, C-BRTA, SANRAL, and RAF, as well as provincial and local IAs.

In the build-up to the national AARTO rollout, the RTIA will ensure that it accelerates the provisions of the AARTO education. The more communication initiatives are in place to reach the millions of motorists, the deeper the messages will sink into their minds, and the lesser the chances of road users violating road traffic laws.

Lastly, our communication plan will focus on profiling the major milestones towards the national rollout. Such milestones include the establishment of the Infringements Appeals Tribunal, the contracting of relevant institutions to serve as Rehabilitation Centres, the development of systems to create the National Road Traffic Offences Register and formatting the processing of infringements to effect the Points Demerit System. The day of the national rollout should also mean showcasing various touchpoints throughout the country to show that AARTO is now being implemented. Implementation of AARTO should translate into tangible results in terms of road safety. The reduction of fatalities occurring on our roads should remain the focal point throughout this period.

## **6. Finances and AARTO Payments**

The AARTO National Steering Committee established the Finance Sub-Committee in order to address issues pertaining to AARTO payments and other finance-related matters. Furthermore, to encourage the payment of penalties and fees, and to make the process of paying penalties and fees easier for the public. The AARTO Act processes provide for the payment of infringements and fees at any RA or DLTC nationwide. Even though the RA or DLTC may not be in the same province, region or district as the Issuing Authority that issued the notice, or affiliated with a specific Issuing Authority, the RA or DLTC is still required to process payment for the infringements and fees on behalf of all IAs and the RTIA.

The RA or DLTC will therefore act as the receiving authority and, hence, will be entitled to the prescribed percentage receiving fee for its role as the receiving entity. After cashing up on a monthly basis, all RAs and DLTCs that are not affiliated to an Issuing Authority must consolidate all payments of penalties and fees received, regardless of the date of payment after the infringement notice was issued, calculate, deduct and retain their prescribed percentage as receiving fees and transfer the remaining amount to the national AARTO bank account within the prescribed period.

The AARTO-related duties and functions to be performed by RAs and DLTCs that are not affiliated to an Issuing Authority on behalf of RTIA and national, provincial and municipal issuing authorities shall be the following:

- a) **Financial matters, including control and reconciliation of all funds collected in terms of AARTO penalty and fee payments and making transfers to the AARTO bank account as follows:**
  - (i) Processing the payment of infringement penalties and fees;
  - (ii) Controlling and reconciling funds collected in terms of AARTO penalty and fee payments;
  - (iii) Cash-up procedure; and
  - (iv) Monthly transfer of payments and fees collected within a maximum period not exceeding 7 days after the end of each month.

- (b) **Process for payments made in person at the issuing authority that issued the original infringement notice, or at any driving licence testing centre or registering authority under the control of such issuing authority**

<b>Payments received within 32 days from the date of issue of notice</b>	<b>Payments received after 32 days from the date of issue of notice</b>
<p>(i) Calculate and retain the receiving fee as determined in terms of paragraph 4.10 of Schedule 2 of the regulations, on any fees received that are due to the Authority/Agency, if any; and</p> <p>(ii) Deposit into the AARTO bank account:</p> <ul style="list-style-type: none"> <li>• the fees received on behalf of the Authority/Agency, less the Receiving Fee calculated in terms of (i) above; plus</li> <li>• the fixed fees in terms of paragraph 5.1 of Schedule 2 of the regulations per infringement for which payment was received.</li> </ul>	<p>(i) Calculate and retain 50% of the un-discounted penalty amount received in terms of an infringement notice; and</p> <p>(ii) Calculate and retain the receiving fee as determined in terms of paragraph 4.10 of Schedule 2 of the regulations, on any fees received that are due to the Authority/Agency, if any; and</p> <p>(iii) Deposit into the AARTO bank account:</p> <ul style="list-style-type: none"> <li>• 50% of the un-discounted penalty amount plus fees received on behalf of the Authority, less the Receiving Fee calculated in terms of (ii) above; plus</li> <li>• the fixed fees in terms of paragraph 5.1 of Schedule 2 of the regulations per infringement for which payment was received.</li> </ul>

- (c) **Payments made in person at a provincial or municipal issuing authority in terms of infringement notices issued by SAPS officers, and that issuing authority is linked with the particular SAPS station that issued the notice.**

<b>Payments received within 32 days from date of issue of notice</b>	<b>Payments received after 32 days from date of issue of notice</b>
<p>(i) Calculate and retain the receiving fee as determined in terms of paragraph 4.10 of Schedule 2 of the regulations, on any fees received that are due to the RTIA, if any; and</p> <p>(ii) Deposit into the AARTO bank account:</p> <ul style="list-style-type: none"> <li>• the fees received on behalf of the Authority/Agency, less the Receiving Fee calculated in terms of (i) above; plus</li> <li>• 50% of the penalty amount received; plus</li> <li>• the fixed fees in terms of paragraph 5.1 of Schedule 2 of the regulations per infringement for which payment was received.</li> </ul>	<p>(i) Calculate and retain 25% of the un-discounted penalty amount received in terms of an infringement notice; and</p> <p>(ii) Calculate and retain the receiving fee as determined in terms of paragraph 4.10 of Schedule 2 of the regulations, on any fees received that are due to the Authority/Agency, if any; and</p> <p>(iii) Deposit into the AARTO bank account:</p> <ul style="list-style-type: none"> <li>• 50% of the un-discounted penalty amount plus fees received on behalf of the Authority/Agency, less the Receiving Fee calculated in terms of (ii) above; plus</li> <li>• 50% of the un-discounted penalty amount received; plus</li> <li>• the fixed fees in terms of paragraph 5.1 of Schedule 2 of the regulations per infringement for which payment was received.</li> </ul>

292d)

**Payments made in person at any provincial or municipal issuing authority that is not the issuing authority of the original infringement notice and notices issued by SAPS officers.**

Payments received within 32 days, as well as after 32 days from the date of issue of notice, must follow the following process:

- (i) Upon receiving payment of penalties and fees, calculate and retain the Receiving Fee as determined in terms of paragraph 4.10 of Schedule 2 of the regulations on the amount received in terms of penalties and fees; and
  - (ii) Deposit the penalties and fees received, less the Receiving Fee, into the AARTO bank account.
- e) The apportionment of payments deposited: (i) in terms of (c); (ii) by payment agents; or (iii) other payment procedures; into the AARTO bank account, will be apportioned to the relevant issuing authority by the RTIA in accordance with the distribution proportions described under (a) and (b) above. The process is automated and transparent; all records are available on the NaTIS.

The financial model is considered one of the most important components of the entire AARTO process. One of the most important parts of the financial model is the online and real-time capturing of payments. All payments must be verified, controlled and captured directly on the NCR.

Section 20 (8) of the AARTO Act, read in conjunction with Schedule 2 of the AARTO Regulations, stipulates the collection fee of 3%, the discount rate of 50% as well as other fees, which include but are not limited to fees for courtesy letters and enforcement orders. (As explained above table)

According to the Regulation Gazette 37025, 14 November 2013: Chapter 5 Manner of payment, a new sub-regulation (13) under regulation 14, reads that any payments of penalties or infringements made to any collecting agent shall, upon receiving payment of the penalties and fees, calculate and retain the collection fees as determined in schedule 2. The remainder of the amount needs to be deposited into the AARTO bank accounts within a period of seven (7) days after the end of the month in which those penalties and fees were collected.

All payments made must be real-time, online payments and therefore should reflect immediately on the NCR. RTIA performs the disbursement reconciliations on a monthly basis. Disbursement reconciliations are prepared using the disbursement reports obtained from NaTIS. The disbursement reconciliations comprise of the following fields:

- Total Due to Issuing authority
- Less: Total Amount collected by Issuing Authority net of collection fee of 3%
- Equals: Amount payable to Issuing Authority net of collection fee of 3%

Per the AARTO Act, the RTIA is required to disburse the money it collects to the Issuing Authorities within 21 days of the month following the collection month (e.g. Collection for January 2020 will be disbursed by 21 February 2020). The SLA's and engagements with the Issuing authorities support the notion of setting off payments in order to effectively manage cash flow and reduce the costs of transfers of money amongst the RTIA and the Issuing Authorities. The consolidated disbursement reconciliations shall be communicated to all the Finance Officials at the Issuing Authorities to ensure correct reporting of AARTO debtors and creditors. This will also ensure that the RTIA Revenue Management Unit is aware of outstanding money to be collected from the various collecting agencies.

## 6.1 Payment at DLTCs and RAs

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Regulation 15 (1) of the AARTO Act outlines the manner in which any payment of a penalty or penalty and fees must be made by an infringer to any registering authority or driving licence testing centre in terms of section 20(7) of the Act, read with section 34(e) of the Act, is by paying the cash amount or by paying with a bank guaranteed cheque, in person at such registering authority or driving licence testing centre. In addition, DLTCs and RAs are responsible for the following in the AARTO Process:

- Assisting applicants (motorist/operators) with AARTO-related queries (\*Refer to page 6 of SOP1), for example, infringement history and providing information on enforcement orders if any;
- Processing payments of Infringements Notices and Enforcement Orders issued (\*Refer to page 7 of SOP), for example, controlling and reconciling AARTO penalties collected as well as cash-up, filing and record keeping; and
- Elective forms may be downloaded on the AARTO Website on [www.aarto.gov.za](http://www.aarto.gov.za) and be made available to motorists and operators upon request.

It is therefore very critical that all DLTCs and RAs across the country are familiar with their responsibilities as contained in this Legislation and be able to assist motorists and/or operators with their AARTO-related queries on the National Contravention Register (NCR), particularly those notices that are on the Enforcement Order stage.

## 7. Implementation of the Points Demerit System (PDS)

The Adjudications Procedures part of the AARTO Act, which is Chapter III of the AARTO Act, is operational in the municipal areas of Tshwane and Johannesburg and is ready to be rolled out nationally on the date to be proclaimed by the President. The Points Demerit System (PDS) is complementary to traditional traffic law enforcement informed by Chapter IV of the AARTO Act. The PDS focuses on habitual traffic law infringers or offenders. If one commits infringements or offences repeatedly, the prospects are high that the driving licence of that person will be suspended or cancelled caused by the demerit points accumulated over a certain period of time. As one of the Road Safety initiatives, the main aim of the PDS is to stop infringers and offenders from re-infringing and reoffending by allocating penalties and demerit points to them. The PDS will make it easy to identify habitual infringers and offenders, and it will increase compliance with road traffic laws.

The PDS is not yet implemented in two jurisdictional areas of Tshwane and Johannesburg and will only be implemented on **1 September 2026 as per the AARTO Proclamation gazetted on 01 August 2025 under Gazette No 53099**. The PDS has been developed on NaTIS, but there are still some enhancements currently under construction. Some transactions still need to be developed, such as the transactions for suspension and cancellation of documents, transactions for access to demerit points history, as well as all the reports that are related to the PDS. The NaTIS transactions must be in line with the AARTO Act and the AARTO Regulations. It is envisaged that this system will improve road safety, which will lead to the reduction in road traffic crashes, serious injuries and fatalities on our public roads.

## 8. Back Office and Records Management Functions

It will be expected of alleged infringers to interact with either the RTIA or IAs for the purpose of exercising their respective rights and obligations under AARTO; therefore, an alleged infringer may submit their respective AARTO elective options directly to any IA countrywide or the RTIA Service Outlets situated at various access points throughout the country.

294 In addition, all AARTO elective option forms make provision for the submission of these forms through the [www.aarto.gov.za](http://www.aarto.gov.za) portal.

The process of accepting these elective option forms will be thoroughly explained through the RTMC AARTO Back Office Training to be presented to all affected parties.

## 9. AARTO Service Outlets

### 9.1 Service Outlet Placement Plan

What is a service outlet? These are Offices that serve as a platform for the creation of easy access to RTIA services by communities, thus ultimately improve service delivery. The main purpose for the establishment of the Service Outlets is the following:

- a) Facilitate the accessibility and ease of use of the RTIA's programmes by the communities.
- b) Enhance the understanding of the AARTO process by the communities.
- c) Complementing the services provided by DLTCs, RAs and Municipalities
- d) To closely identify possible gaps in the provision of AARTO services.

### 9.2 RTIA Service Outlets offer customers the following services:

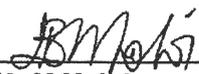
- a) General Enquiries.
- b) Know your status.
- c) Mobilisation.
- d) Assist the public with elective options.
- e) Education and Support.
- f) Payment facilitation.

### 9.3 Placement Plan of Service Outlets

An additional twenty-two (22) AARTO Service Outlets will be established and deployed nationally, with an average of 4 Service Outlets per province. RTIA will provide the necessary infrastructure like laptops, printers and scanners in the identified areas. The Enterprise Development Unit of the RTIA has already engaged the various targeted municipalities to provide space for the placement of these Outlets. As the President of the Republic has proclaimed the roll-out of AARTO nationally, a reengagement with the impacted municipalities will be revived to discuss the establishment of the service outlets.

Should you have any enquiries, please contact Ms Helen Kgamanyane at [Helen.Kgamanyane@rtia.co.za](mailto:Helen.Kgamanyane@rtia.co.za)

Yours faithfully,

  
\_\_\_\_\_  
**Mr M Moloi**  
**Registrar**  
**Date:** 21/08/2025

## PROCLAMATIONS • PROKLAMASIES

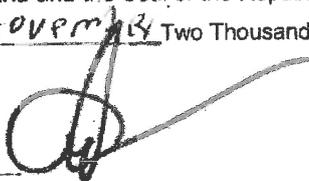
## PROCLAMATION NOTICE 301 OF 2025

*By the President of the Republic of South Africa*

***Withdrawal of Proclamation 274 of 2025***

I Cyril Ramaphosa, the President of the Republic of South Africa, hereby withdraw the Proclamation 274, published on 1 August 2025 in Government Gazette 53099.

Given under my Hand and the Seal of the Republic of South Africa, at Pretoria on this 28 day of NOVEMBER Two Thousand and Twenty-Five.



By Order of the President-in-Cabinet



Minister of Cabinet

**PROKLAMASIE KENNISGEWING 301 VAN 2025*****Van die President van die Republiek van Suid-Afrika******Herroeping van Proklamasie 274 van 2025***

Ek, Cyril Ramaphosa, die President van die Republiek van Suid-Afrika, herroep hiermee die Proklamasie Nr 274 gepubliseer op 1 Augustus 2025, in Staatskoerant Nr 53099.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika, te Pretoria, op hierdie 28 dag van November Tweeuisend en vyf-en-twintig.

\_\_\_\_\_ 

BME

**Minister van die Kabinet**



STELLENBOSCH  
STELLENBOSCH • ENIEL • FRANSCHHOEK  
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

# AARTO IMPLEMENTATION WITHIN STELLENBOSCH MUNICIPALITY

Date: Friday, 19 September 2025

Venue: Cumberland Hotel, Worcester Central, Worcester

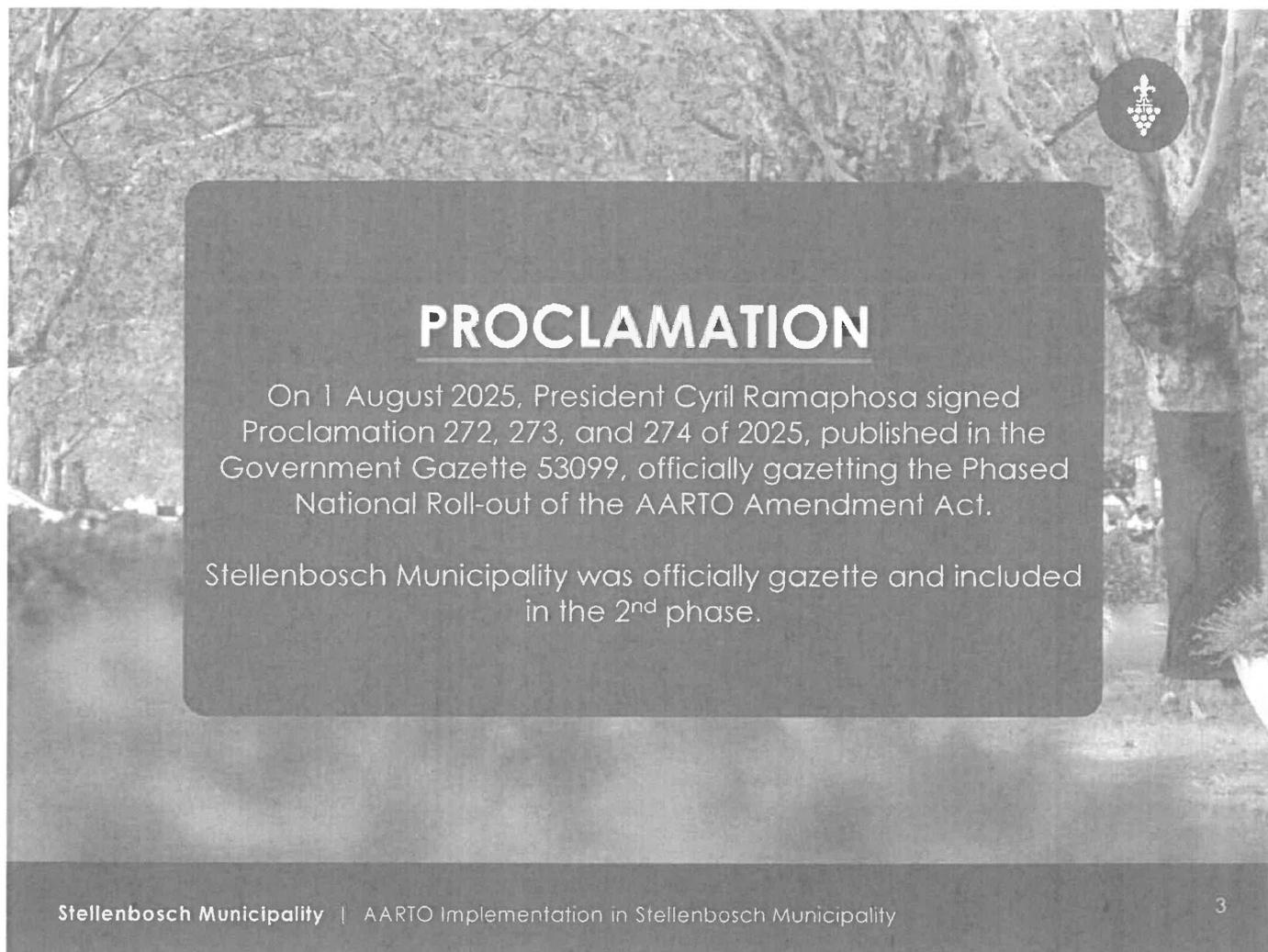




**Theme:**

# **Stellenbosch Municipality's AARTO Readiness Status**

Representer: Traffic Chief: Directorate: Community and Protection Services  
(Mr. Gavin Solomons)



## PROCLAMATION

On 1 August 2025, President Cyril Ramaphosa signed Proclamation 272, 273, and 274 of 2025, published in the Government Gazette 53099, officially gazetting the Phased National Roll-out of the AARTO Amendment Act.

Stellenbosch Municipality was officially gazette and included in the 2<sup>nd</sup> phase.

## Rollout timeframes

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- ✓ Phase 2 will be launched on 1 December 2025, in 69 major municipalities, including Johannesburg, Pretoria, Durban, Cape Town, Bloemfontein, and **Stellenbosch Municipality**.
- ✓ Phase 3 continues 1 April 2026 covering the remaining 144 municipalities.
- ✓ Phase 4, introducing the Points Demerit System, comes into effect on 1 September 2026.

## Key Features & Changes



- ✓ Decriminalization of minor violations: Many traffic infringement cases will no longer go through the courts but will be handled administratively by the Road Traffic Infringement Agency (RTIA).
- ✓ Discount period: Infringers who pay within 32 days will receive a 50% discount on fines; after 64 days, outstanding cases may block license renewals.
- ✓ Demerit point rules: Drivers start with zero. Crossing 15 points leads to license suspension for a minimum of three months per point over 15 points, more than two suspensions will result in cancellation, and a full retake is required.
- ✓ Demerit points reduce by 1 point every three months or by up to 4 points in the case of a successful rehabilitation program being undertaken.
- ✓ Appeals Tribunal: A new independent tribunal will hear appeals, offering an administrative appeals process outside the court system.
- ✓ Fines issued under AARTO do not prescribe.

## **Stellenbosch Municipality's Readiness Status and Comparison against the five key readiness areas for Phase 2:**



### **Training of officials**

- ✓ Stellenbosch Traffic personnel that were training on AARTO, was all the Traffic and law enforcement operational staff, all the back-office staff, the court section staff and all the administrative personnel, who's functions are linked to the AARTO functions.
- ✓ Recent appointed staff which was not previously trained previously will receive AARTO training prior the implementation date.

### **NaTIS Integration and Network Connectivity**

- ✓ Our system and infrastructure is in place and will be linked with AARTO and to the NCR, RTMC and RTIA. The province will do a dry run prior the implementation phase to ensure all systems is ready for the transitional phase.

## **Readiness assessment continue**

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### **Deployment of IT Equipment**

- ✓ The IT equipment and our handheld devices (i-ticket) are found to be compatible and will be align with the RMTc systems.
- ✓ All our current systems will be linked to the National Contravention Registrar system.

### **Contracting with South African Post Office (SAPO)**

- ✓ Stellenbosch municipality has already a signed (Service Level Agreement) with the SAPO.

### **Contracting with Government Printing Works (GPW)**

- ✓ Stellenbosch municipality have an account with the GPW and will order the required stationary needed for AARTO.

## I-Ticket devise Discussion:

Existing I-Ticket devise Interphase into AARTO

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- ✓ The I-ticket is interface with RTMC system on a secure network connection and this interfaces to the eNatis that will allow the operational staff to perform Aarto-related transactions on the National Contraventions Register (NRTOR)
- ✓ Ensure that all our staff who is utilized for Aarto are adequately trained to perform our functions and that those staff that are using the eNatis system are, duly registered as eNatis users with the correct authorizations and system profiles.

## I-Ticket devise Discussion:

Existing I-Ticket devise Interphase into AARTO

No practical load testing or User Acceptance Testing (UAT) has been conducted by the RTIA to verify the system's ability to handle operational demands.

***The question is will the municipality carry the interphase cost and running cost of the I-ticket devise or will it be RTIA and who will own the data. Or will the Backoffice service provider, supply these dives?***



## Back Office

TMT is currently our back-office service provider

The service provider currently managing the eNatis/NRTOR user administration of eNatis users and will continue while AARTO is implemented and thereafter on an SLA.

The service provider will upload all camera infringements and offences from the contractors Local Contravention Management System (LCMS) to the NRTOR.

- ✓ Capturing of camera cases on the LCMS
- ✓ Query eNatis vehicle and owner information
- ✓ Verification of camera cases on the LCMS
- ✓ Adjudication of cameras cases on the LCMS



## Back Office

### Functions Continue

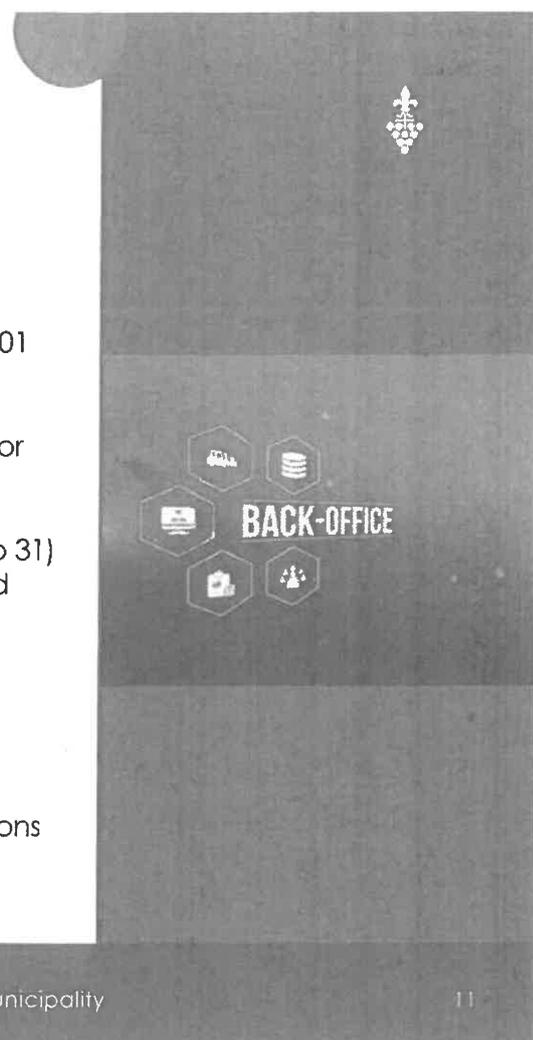
Manage infringement notice books, bulk orders on the NRTOR (orders, receipt and distribution to officers).

Quality control & Capturing handwritten infringements (Aarto 01 and Aarto 32).

Quality control & Capturing notices of summons to be issued for offences (Aarto 33).

Quality control & capturing unattended vehicle notices (Aarto 31)  
Scanning all infringements and offences, rename to approved naming convention onto NRTOR & link to notices updating infringements on the NRTOR.

- ✓ Querying infringements
- ✓ Reprinting infringement documents
- ✓ Recording offences and their outcomes on the NRTOR
- ✓ Receiving, recording and processing of Aarto elective options applications



## The Three Stages of the AARTO Process

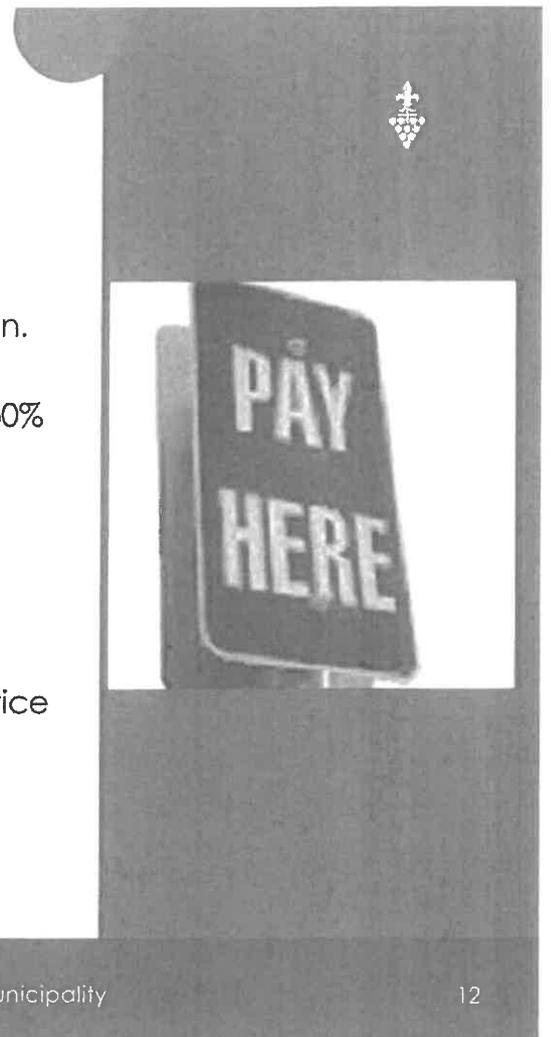
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### Stage 1 - Infringement notice

- ✓ An infringement notice is issued for a traffic violation.
- ✓ You have 32 days to make payment.
- ✓ If payment is made within 32 days, you receive a 50% discount

### Stage 2 - The courtesy letter

- ✓ If you do not make payment within 32 days, a courtesy letter will be issued.
- ✓ The 50% discount is removed.
- ✓ An additional R60 is added to the infringement notice amount by way of a fee for the letter.

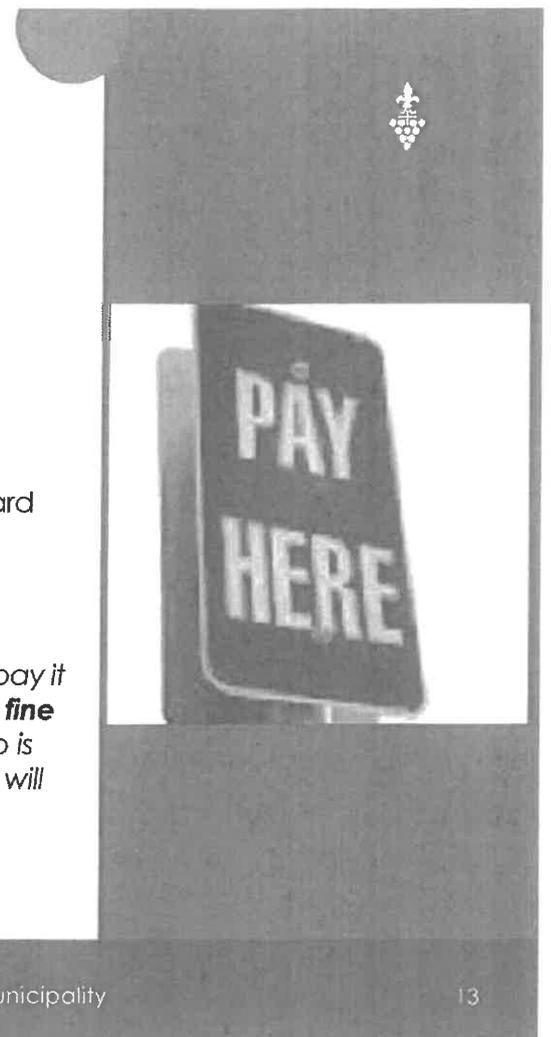


## The Three Stages of the AARTO Process

### Stage 3: The enforcement order

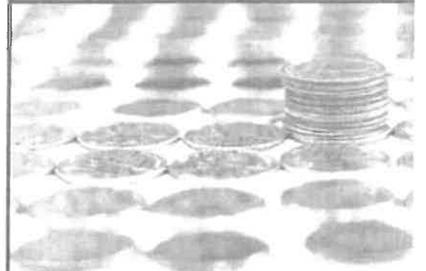
- ✓ If you do not react to a courtesy letter within 32 days, an enforcement order will be issued.
- ✓ An additional R60 is added to the cumulative penalty.
- ✓ You will be blocked on the eNATIS system.
- ✓ All licensing transactions such as driving license issuing, card renewal and vehicle license disc issue or renewal will be blocked.

*This is where the financial challenges will be experienced, for example if an **offender received a fine of R1000.00**. He/ she pay it within the 32 days and get a 50% reduction. **The value of the fine is R500.00**. He/ she pay it at another Issuing Authority (IA) who is entitled to **take a 3% of that payment (-R15.00)**. The income will be **R485.00***



## Unforeseen financial challenges

- ✓ Commencement of AARTO on 1 December 2025 is a huge challenge as the municipality is already in our budget cycle.
- ✓ There is no budget for AARTO/SAPO/GPW for the current financial year.
- ✓ While the objectives of the AARTO system are commendable, the inclusion of SAPO, a financially distressed entity, in the execution of critical AARTO functions presents significant concerns regarding compliance and sound governance.
- ✓ Cash account: According to the SLA of SAPO Municipalities must ensure adequate funds in the SAPO account to enable continuous processing (mailing) of infringement notices. SAPO will not render services if the Municipality's account does not contain sufficient funds (to the value of the services to be provided).
- ✓ According to legislation, municipalities are not allowed to enter cash accounts with service provider.



## Revenue Discussion:

### Uncertainties: Revenue / Fine collection

- ✓ It is a fact that the implementation of Aarto's within the municipality will have financial consequences, including potential disruptions to municipal traffic services, because it is the beginning of the festive season, whereby our focus will be on our festive road safety campaign. The reality is that the timing of the beginning of a festive season is not conducive to fostering embracement of the new systems and operational concepts.
- ✓ While the full financial impacts of Aarto's within the municipality rollout have yet to be projected, the municipality will be engaging with RTIA prior the implementation date, with the view to have intensive consultations pertaining to revenue collection.
- ✓ The intent of the engagement with the Road Traffic Management Cooperation (RTMC) and the Road Traffic Infringement Agency (RTIA) is for clarification to accommodate municipal finance regulations.



REVENUE FINE COLLECTION



# Theme: Financial Implications

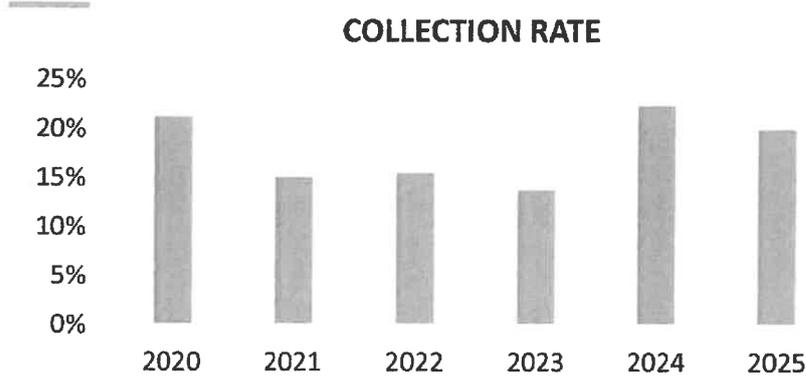
Presented by Ms Monique Steyl

## Financial Implications

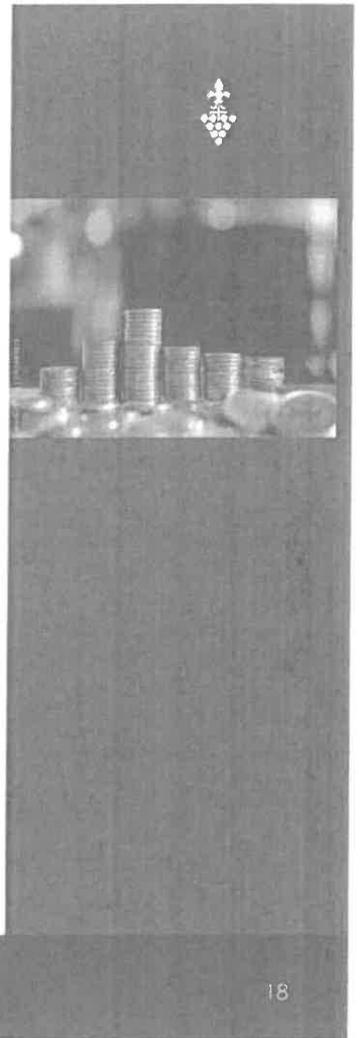
FIN YEAR	FINES ISSUED	WRITTEN OFF	FINES PAID
2020	R 105,080,260	R 86,520,910	<b>R22,301,165</b>
2021	R 121,568,600	R 86,648,070	<b>R18,340,290</b>
2022	R 137,644,030	R 79,831,030	<b>R21,373,756</b>
2023	R 163,264,097	R 82,980,610	<b>R22,465,320</b>
2024	R 160,582,596	R 101,264,460	<b>R36,030,160</b>
2025	R 199,356,850	R 102,206,318	<b>R39,846,427</b>

**Traffic Fines = Criminal Procedures Act**  
**Penalties = AARTO**

## Financial Implications



FIN YEAR	COLLECTION RATE
2020	21%
2021	15%
2022	16%
2023	14%
2024	22%
2025	20%



## Financial Implications -AARTO

### Circular 1 of 2025 – 21 August 2025

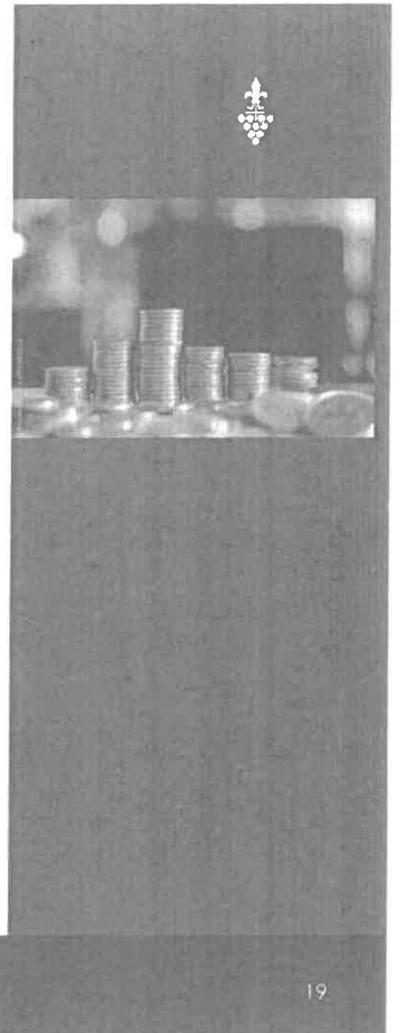
Payments made at the municipality that issued the infringement notice

#### Within 32 days

- ✓ Municipality must pass almost the entire penalty to the AARTO bank account.
- ✓ We only keep:
  - a **receiving fee** (as per Schedule 2,  $\pm 3\%$ ), and
  - a **fixed admin fee** per infringement (for processing costs).
- ✓  **Municipality does *not* keep 50% within 32 days.** Their direct share is very small.
- ✓ This differs from engagements held with RTIA

#### After 32 days

- ✓ Municipality may retain **50% of the undiscounted penalty + their receiving fee + the fixed admin fee.**
- ✓  This is where the **50% municipal share** kicks in in terms of Circular 1.



## Financial Implications

### Payments made for SAPS-issued notices (at the linked municipal issuing authority)

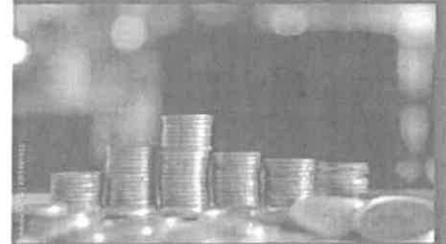
#### Within 32 days

- ✓ Municipality keeps: receiving fee + 50% of penalty + fixed admin fee.

#### After 32 days

- ✓ Municipality keeps **25% of the undiscounted penalty** + receiving fee + fixed admin fee.

👉 Different split because SAPS is involved — the balance goes to RTIA and National Revenue Fund.



## Financial Implications

**Payments made at another Issuing Authority / DLTC / RA (not the one that issued the notice)**

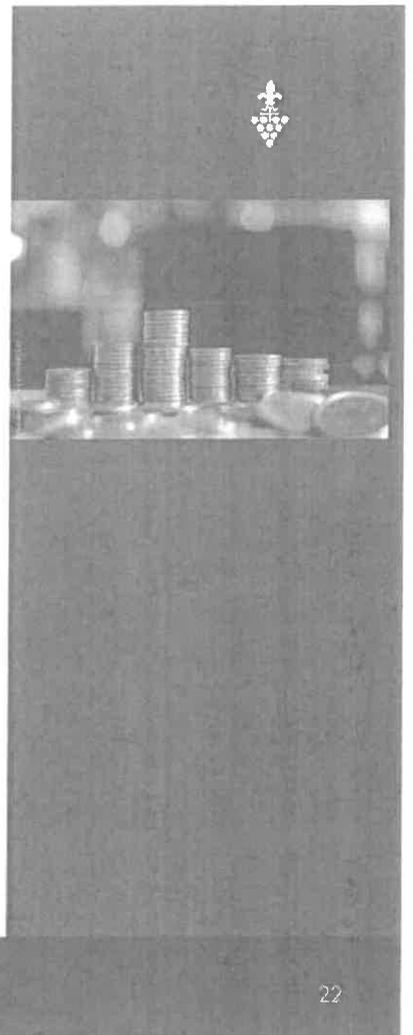
- ✓ They retain only the **3% receiving fee** and must transfer the rest to the AARTO bank account.
- ✓ RTIA then does the **apportionment back to the correct issuing authority** (municipality of origin).
- ✓ The circular confirms that the “home” municipality still receives its share (e.g. 47% if another IA kept 3%) through the RTIA's monthly disbursement process.

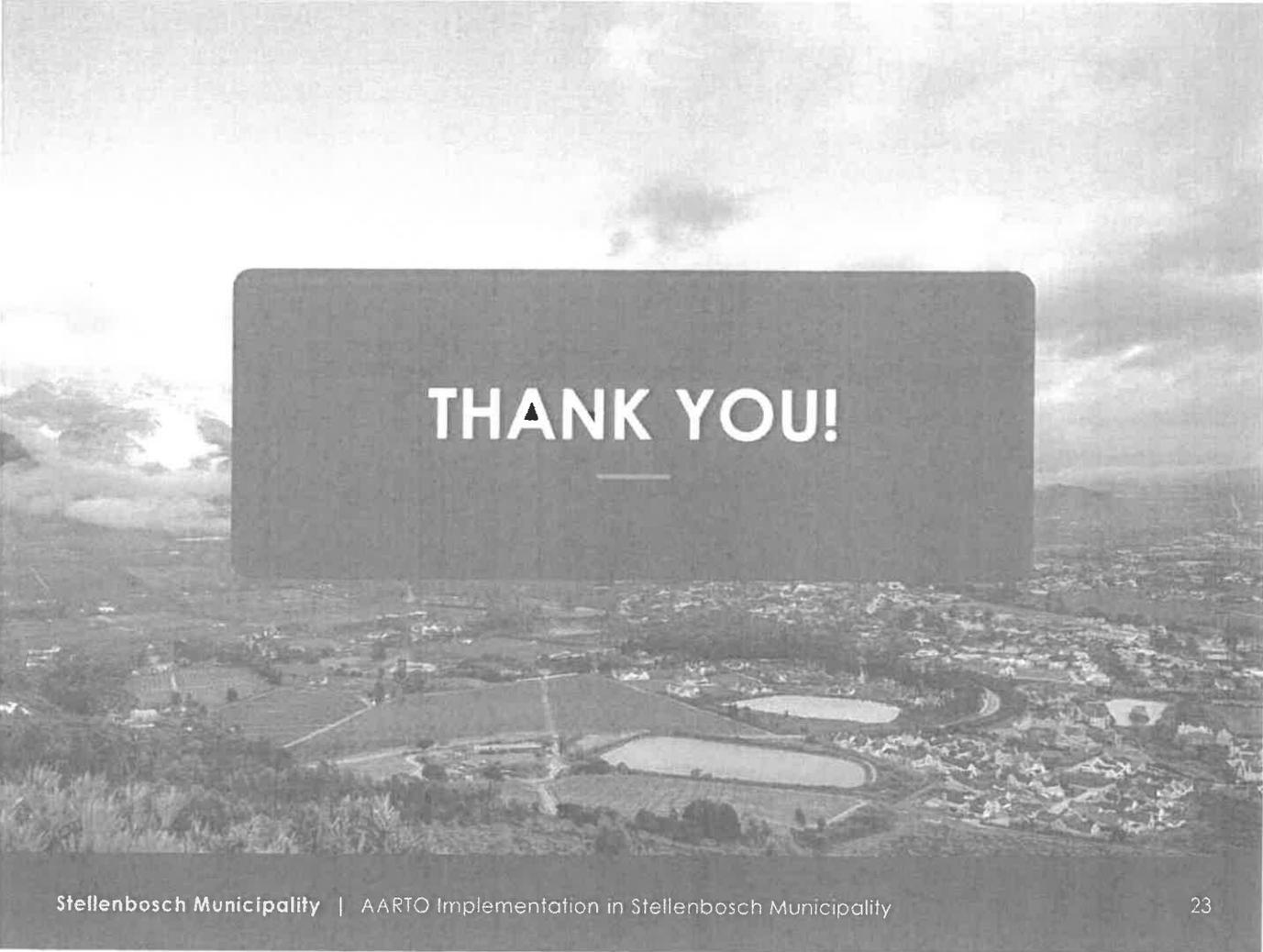


## Conclusion

### AARTO Circular 1 of 2025 – 21 August 2025

- ✓ Many uncertainties regarding the financial implications in the Circular and the municipality does **not endorse** the Circular.
- ✓ Municipalities will still need to fully conclude on all traffic fines issued under CPA.
- ✓ The Accounting treatment of penalties will be different to traffic fines and municipalities must engage with the ASB regarding the accounting implications.
- ✓ iGRAP1 – does the municipality have control over the resource (the enforceable claim against the offender)
- ✓ Mid-Year Adjustment budget must be used to correct budget implications.



An aerial photograph of Stellenbosch Municipality, showing a mix of residential areas, green fields, and several ponds. A large, dark, rounded rectangular box is superimposed over the center of the image, containing the text 'THANK YOU!' in white, bold, uppercase letters. The sky is filled with soft, white clouds.

**THANK YOU!**

**ITEM TITLE**

**C69/2026 DIRECTORATE COMMUNITY DEVELOPMENT: DEPARTMENT DISASTER AND ENVIRONMENTAL MANAGEMENT: THE ROLE AND ESTABLISHMENT OF ENVIRONMENTAL MANAGEMENT IN THE LOCAL GOVERNMENT, WITH SPECIFIC PURPOSE TO THEEWATERSKLOOF LOCAL MUNICIPALITY**

*[English version of the report is the original]*

**FILE NUMBER**

17/11/3/1

**PURPOSE OF REPORT**

On 24 August 2015 an Environmental Legal Protocol Document was established to showcase (including Category C) Municipalities the establishment of an Environmental Department within their own capacity and the layout of the different Environmental functionalities in such a department. The function of this Document is to bring the Environmental Legal Protocol document under the intention of Theewaterskloof Municipality and stipulate the Department's environmental functionality as suggested by SALGA and Environmental affairs. The National Department of Forestry, Fisheries and the Environment (DFFE) (formerly known as the Department of Environmental Affairs) together with the South African Local Government Association (SALGA) drafted the aforesaid Environmental Legal Protocol document.

The role of the environmental mandate of local government is echoed in various statutes. However, although the municipal environmental mandate is firmly entrenched in several acts, uncertainty and somewhat confusion still remains with regards to the associated local government environmental functions. To this end the environmental legal protocol has also been structured to address the aforesaid, by clearly defining and therefore clarifying the local government's mandate with regards to environmental management as well as the range, and scope of environmental functions performed by municipalities.

The information provided in the Environmental Legal Protocol is primarily intended to frame the legislated environmental roles and responsibilities of local government (i.e. municipalities). Furthermore, in addition to identifying the cost drivers and associated costs for local government to execute / fulfil its environmental functions, the overarching objectives of the Revised Environmental Legal Protocol (dated August 2015) is threefold in that it seeks to:

1. Clarify local government's environmental management mandate along with the range, and scope of municipal environmental functions;
2. Determine Key Performance Indicators in relation to municipal environmental roles and responsibilities and how these functions are clearly budgeted for and funded; and

3. Define a basket of environmental functions common across each of the categories of municipalities.

Taking the aforesaid into account, this document serves to facilitate Theewaterskloof Municipality's ongoing endeavours to ensure that the municipality remains conversant with its legislative environmental mandate and that it familiarises itself with the proposed Prototype Organizational Environmental Management Structure for Municipalities (as proposed by the DFFE and SALGA). It is important to note that the current revised Environmental Legal Protocol also serves to inform an Implementation Protocol to be developed in terms of the Intergovernmental Relations Framework Act No. 13 of 2005.

## **BACKGROUND**

The DFFE together with SALGA has taken note of the various factors which could hinder municipalities from optimally fulfilling its legislative environmental mandate. The objective of the Local Government Indaba on Environment, which was convened in 2009, was to gather key challenges faced by municipalities in complying with environmental sustainability requirements of existing legislation, policies, strategies and programmes and jointly identify priority areas of action. The significant evolution of South African Environmental Legislation has also brought about the refinement and increased significance of the role of local government in Environmental Management.

Although Theewaterskloof Municipality has begun the journey to instill an organisational reform which is conducive to achieving its environmental mandate and responsibilities, it is important to note that the numerous environmental legislated municipal roles necessitate and calls for the establishment of a municipal environmental division. This is furthermore emphasised by the proposed Prototype Organisational Environmental Management Structure for Municipalities which is included in the Environmental Legal Protocol Document.

The afore said Indaba paved the way for a series of workshops which were held by the DFFE and SALGA (of which Theewaterskloof Municipality attended) and the drafting of the subsequent working document (Environmental Legal Protocol). As previously mentioned, the protocol provides guidance to local government which regards the functions of its environmental division in accordance with several existing environmental statutes (acts, regulations, etc.), including but not limited to:

- Local Government: Municipal Systems Act 32 of 2000;
- The Constitution of the Republic of South Africa, 1996;
- The Environment Conservation Act No.73 of 1998;
- The Local Government: Municipal Structures Act No.117 of 1998;
- The National Environmental Management: Air Quality Act No. 39 of 2004, and the Regulations thereunder;
- The National Environmental Management Act No. 107 of 1998 (as amended), and the Regulations thereunder;
- The National Environmental Management: Biodiversity Act No. 10 of 2004;
- The National Environmental Management: Protected Areas Act No. 57 of 2003;

- The National Environmental Management: Waste Act No. 59 of 2008 (as amended) and the Regulations thereunder; and
- The Spatial Planning and Land Use Management Act No. 16 of 2013.

Following the Revised Environmental Legal Protocol, an Implementation Protocol will be developed by the relevant stakeholders in terms of the Intergovernmental Relations Framework Act No. 13 of 2005. The Department of Cooperative Governance and Traditional Affairs has indicated that in due time, organisational structures to which spheres of government (including local government) must adhere to and institute will be gazetted. It is therefore anticipated that increased pressure will be exerted on municipalities to adopt the proposed (current prototype) environmental organisational structure. It should be noted that the cost of the Municipal Environmental Function will also be incorporated in the final Environmental Legal Protocol and will consider (in consultation with the National Department of Treasury) possible existing municipal funding mechanisms which could be utilised to fund the Environmental Management Roles and Responsibilities.

### **DISCUSSION**

1. The purpose of the Environmental Legal Protocol is:
2. to clarify the local government mandate for Environmental Management;
2. to clarify the range, and scope of environmental functions performed by municipalities;
3. to define a basket of environmental functions that are common across each of the categories of municipalities;
4. to determine key performance indicators in relation to municipal environmental roles and responsibilities;
5. to determine how these functions are clearly budgeted for and funded; and
6. to identify the cost drivers and associated costs for performing the environmental functions.
7. Proposed thematic areas of roles and responsibilities for Environmental Departments:

Although the legislated mandate (and therefore municipal mandatory environmental functions) is stipulated in legislation, for ease of reference these functions can be grouped according to the following thematic areas:

1. Overall Environmental Governance;
2. Air Quality Management;
3. Waste and Chemicals Management;
2. Environmental Impact Management;
3. Conservation and Biodiversity;
4. Marine and Coastal Management; and
5. Water and Sanitation.
3. Theewaterskloof Municipality

As the custodian of the environment in the jurisdiction of Theewaterskloof Municipality, it has a legal duty of environmental management and environmental protection.

Whilst the Theewaterskloof Municipality does have an existing Environmental Department, there seems to be an apparent lack of recognition and acknowledgement of the Environmental Department and the functionality of it. This in turn may result in non-compliance with the legislated mandatory environmental functions as well as the associated legal implications.

Given that the mandatory legislated environmental management function of local government is clearly stipulated in a number of statutes as well as in the Environmental Legal Protocol document, such roles are therefore not discretionary (i.e. optional / flexible). The operation of the municipal environmental department is therefore aligned with legislative prescripts and cannot therefore not be altered / manipulated according to the wishes of the municipality. The environmental protocol clearly stipulates the way in which each of these sections must function according to designated functions.

#### **COMMENTS FROM DIRECTORATE**

Noted.

#### **FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

As the Theewaterskloof Municipality does have an existing established Environmental Department no initial financial implications are anticipated for the time being.

#### **LEGAL IMPLICATIONS (ITEM AUTHOR)**

For Theewaterskloof Municipality to adhere to the Environmental Legal Protocol as per attached document and meets its legislative responsibilities.

The acknowledgement of the fundamental role that the municipal environmental department plays and that its functionalities are incorporated in the Integrated Development Plan of the Municipality.

#### **RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

None.

#### **RECOMMENDATION BY ITEM AUTHOR:**

Taking the aforesaid into account it is recommended that the:

1. Theewaterskloof Municipality take note and familiarizes itself with the Revised Environmental Legal Protocol across each municipal department; and
2. Theewaterskloof Municipality takes cognisance of and acknowledge the environmental function, roles and responsibilities of the existing Environmental Department as aligned with the Environmental Legal Protocol.

## **WAY FORWARD**

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3. For Theewaterskloof Municipality to manage and maintain the existing Environmental Department according to the Environmental Legal Protocol, ensuring that all environmental legislative transcripts are adhered to.

### **RESOLVED BY MANAGEMENT: 07 MARCH 2022**

It is resolved that the Agenda-item be referred back and that Mr. W Solomons-Johannes discusses the item with Mr. J Viljoen.

1. *That the Agenda-item be referred back.*
2. *For finalization by the Acting Director: Community Services, Mr. W Solomons-Johannes.*

### **RECOMMENDATION BY MANAGEMENT TO COMMUNITY SERVICES PORTFOLIO COMMITTEE: 29 JANUARY 2026**

Taking the aforesaid into account it is recommended that the:

1. Theewaterskloof Municipality take note and familiarizes itself with the Revised Environmental Legal Protocol across each municipal department; and
2. Theewaterskloof Municipality takes cognisance of and acknowledge the environmental function, roles and responsibilities of the existing Environmental Department as aligned with the Environmental Legal Protocol.

## **WAY FORWARD**

3. For Theewaterskloof Municipality to manage and maintain the existing Environmental Department according to the Environmental Legal Protocol, ensuring that all environmental legislative transcripts are adhered to.

### **RECOMMENDATION BY THE COMMUNITY SERVICES COMMITTEE TO EMC: 10 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor H Linnerts and seconded by Councillor D Jacobs, it was recommended as follows:

Taking the aforesaid into account it is recommended that the:

1. Theewaterskloof Municipality take note and familiarizes itself with the Revised Environmental Legal Protocol across each municipal department; and

2. Theewaterskloof Municipality takes cognisance of and acknowledge the environmental function, roles and responsibilities of the existing Environmental Department as aligned with the Environmental Legal Protocol.

**WAY FORWARD**

3. For Theewaterskloof Municipality to manage and maintain the existing Environmental Department according to the Environmental Legal Protocol, ensuring that all environmental legislative transcripts are adhered to.

**RECOMMENDATION BY THE EMC TO COUNCIL: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor H Linnerts and seconded by Alderman C Clayton, it was recommended as follows:

**Taking the aforesaid into account it is recommended that the:**

1. Theewaterskloof Municipality take note and familiarizes itself with the Revised Environmental Legal Protocol across each municipal department; and
2. Theewaterskloof Municipality takes cognisance of and acknowledge the environmental function, roles and responsibilities of the existing Environmental Department as aligned with the Environmental Legal Protocol.

**WAY FORWARD**

3. For Theewaterskloof Municipality to manage and maintain the existing Environmental Department according to the Environmental Legal Protocol, ensuring that all environmental legislative transcripts are adhered to.

**RECOMMENDATION TO COUNCIL:**

**Taking the aforesaid into account it is recommended that the:**

1. Theewaterskloof Municipality take note and familiarizes itself with the Revised Environmental Legal Protocol across each municipal department; and
2. Theewaterskloof Municipality takes cognisance of and acknowledge the environmental function, roles and responsibilities of the existing Environmental Department as aligned with the Environmental Legal Protocol.

**WAY FORWARD**

- 3. For Theewaterskloof Municipality to manage and maintain the existing Environmental Department according to the Environmental Legal Protocol, ensuring that all environmental legislative transcripts are adhered to.**



**environmental affairs**

Department:  
Environmental Affairs  
REPUBLIC OF SOUTH AFRICA

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## **South African Local Government Association (SALGA) and Department of Environmental Affairs**

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### **Defining the role of Local Government in Environmental Management and establishing the costs of performing environmental management functions**

#### **Revised Environmental Legal Protocol**

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*This document is a Revised Environmental Legal Protocol to frame the legislated roles and responsibilities of municipalities for use in the investigation into the costing of environmental management roles and responsibilities. This Environmental Legal Protocol will later be used to inform an Implementation Protocol to be developed by the relevant government stakeholders in terms of the Intergovernmental Relations Framework Act, 13 of 2005.*

**24 August 2015**



***in association with***



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REVISED REPORT

## 1. INTRODUCTION

South Africa's history has given rise to a process of law reform since the dawn of a constitutional era in 1994, initially brought about through the Interim Constitution (Act 2000 of 1993), and then through the Constitution of the Republic of South Africa, 1996 ("the Constitution). The Constitution, amongst other things, introduced an environmental right in section 24 within its Bill of Rights, which affords every person a right to an environment that is not harmful to their health or well-being, and places a positive obligation to the state to take "reasonable legislative and other measures" to realise the right. Although the Environmental Conservation Act, 73 of 1989, did regulate limited aspects of the environment, the regulatory regime for environmental management was generally fairly ad-hoc and fragmented, and considered inadequate to give effect to this right. Accordingly, the primary legislation promulgated to give effect to this right was the National Environmental Management Act, 107 of 1998 ("NEMA"), which commenced on 29 January 1999. The development of environmental law since NEMA has been ongoing, with the enactment of a number of specific environmental management Acts, subsidiary legislation, as well as a number of environment-related policies.

In accordance with the environmental right, all organs of state, including municipalities, are required to take legislative and other measures to give effect to this right. However, the development of these legislative instruments, read together with the mandates given to the spheres of government in the Constitution, has also resulted in some confusion as to the roles and responsibilities of local government in relation to environmental management.

The role of municipalities in respect of environmental management is further enhanced in section 152 of the Constitution, which requires municipalities to, amongst other things ensure the provision of services to communities in a sustainable manner and to promote a safe and healthy environment. The Local Government: Municipal Systems Act 32 of 2000 ("the Municipal Systems Act") gives further effect to these constitutional imperatives. Municipalities have the duty to strive to ensure that municipal services are provided in an environmentally sustainable manner. This Environmental Legal Protocol sets out the roles and responsibilities of municipalities, against a background of those challenges relating to environmental management by local government which have been identified in existing policy documents. These roles and responsibilities have been divided into the following thematic areas (or sectors, as identified in the Environment Sector Strategic Plan):

- Overall environmental governance

- Air quality management
- Waste and chemicals management
- Environmental impact management
- Conservation and biodiversity
- Marine and coastal management
- Water and sanitation

Furthermore, environmental management performance indicators are identified and these functions are costed in a manner which shall enable the Department of Environmental Affairs, together with the South African Local Government Association and other relevant organs of state to develop and enter into an Implementation Protocol in terms of the Intergovernmental Relations Framework Act, 13 of 2000.

## **2. PARTIES AFFECTED BY THE PROTOCOL**

The parties relevant to this Environmental Legal Protocol are

- (a) the Minister of Environmental Affairs;
- (b) the Minister of Water and Sanitation;
- (c) the Minister of Cooperative Governance and Traditional Affairs;
- (d) the provincial MEC's responsible for environmental management in the provinces;
- (e) district, local and metropolitan municipalities;
- (f) the South African Local Government Association.

## **3. PURPOSE OF THE PROTOCOL**

The purposes of this Environmental Legal Protocol, together with its Annexes, are:

- (a) to clarify the local government mandate for environmental management;
- (b) to clarify the range, and scope of environmental functions performed by municipalities;
- (c) to define a basket of environmental functions that are common across each of the categories of municipalities;
- (d) to determine key performance indicators in relation to municipal environmental roles and responsibilities;
- (e) to determine how these functions are clearly budgeted for and funded; and

(f) to identify the cost drivers and associated costs for performing the environmental functions.

The Protocol will be used to perform an Implementation Protocol to be developed by the relevant stakeholders in terms of the Intergovernmental Relations Framework Act, 13 of 2005.

#### 4. DEFINITIONS

Please refer directly to the relevant legislation for definitions, which may be amended from time to time.

#### 5. THE ENVIRONMENTAL MANAGEMENT MANDATE OF LOCAL GOVERNMENT

##### 5.1. Understanding the Constitutional Mandate

The mandates of the three spheres of government in South Africa are set out in the Constitution. Local government derives its legislative and executive authority from various provisions of the Constitution, read together with Schedules 4 and 5 to the Constitution, in the following manners:

- i. Firstly, municipalities have executive authority in respect of, and the right to administer the local government matters listed in Part B of Schedule 4 and Part B of Schedule 5.<sup>1</sup> A municipality may make and administer by-laws for the effective administration of the matters which it has the right to administer, and accordingly, municipalities may also legislate for part B matters.<sup>2</sup> However, any by-law that conflicts with national or provincial legislation is invalid.<sup>3</sup> These are the original constitutional powers of municipalities. Importantly, national and provincial government may still enact framework legislation in respect of Schedule 4 Part B functional areas.<sup>4</sup> Draft standard environmental by-laws<sup>5</sup> or model environmental by-laws<sup>6</sup> may also be developed by national and provincial government and adopted by the municipal councils, with appropriate amendments.

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<sup>1</sup> Section 156(j)(a) of the Constitution.

<sup>2</sup> J Glazewski "Environmental Law in South Africa" Last updated November 2014, Paragraph 6.7.3.

<sup>3</sup> Section 156(3) of the Constitution.

<sup>4</sup> N Olivier "Cooperative government and the intergovernmental division of environmental powers and functions" in A du Plessis (ed) *Environmental Law and Local Government in South Africa* (2015) p 349.

<sup>5</sup> Section 14 of the Municipal Systems Act.

<sup>6</sup> Section 46 of NEMA.

Overall responsibility of the environment was made a concurrent functional area of national and provincial government (listed in Part A of Schedule 4), as well as two aspects of environmental management “pollution control” and “nature conservation”. “Environment” however has a wide context in our law, and is defined as follows in NEMA:

*“environment” means the surroundings within which humans exist and that are made up of—*

- (i) the land, water and atmosphere of the earth;*
- (ii) microorganisms, plant and animal life;*
- (iii) any part or combination of (i) and (ii) and the inter-relationships among and between them; and*
- (iv) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and wellbeing;*

In light of this definition, Part B of both schedules include functional areas which are clearly environmental in their nature (described as core environmental functional areas below), as well as those which have an impact on environmental management (described as environment-related functional areas below). These are listed as follows:

Part B of Schedule 4:

*Core environmental functional areas:*

- air pollution;
- fire-fighting services;
- municipal planning; and
- water and sanitation services limited to potable water supply systems and domestic waste-water and sewage disposal systems .

*Environment-related functional areas:*

- local tourism;
- municipal health services;

- pontoons, ferries, jetties, piers and harbours, excluding the regulation of international and national shipping and matters related thereto; and
- stormwater management systems in built-up areas.

Part B of Schedule 5:

*Core environmental functional areas:*

- noise pollution; and
- refuse removal, refuse dumps and solid waste disposal.

*Environment-related functional areas:*

- beaches and amusement facilities;
- cleansing;
- control of public nuisances;
- fencing and fences; and
- municipal parks and recreation.

The following important factors must also be taken into account when considering these functional areas:

- the schedules were drafted at the time of the drafting of the Constitution and therefore pre-date the ongoing process of environmental legislative reform, including the drafting of the National Environmental Management Act and sector-specific environmental management Acts;
- the schedules use terms which have not been carried through into the environmental legislation (for example, “refuse dumps”);
- the terms have not been defined in the Constitution;<sup>7</sup>
- the functional areas are not exclusive and may overlap.

- ii. Secondly, municipalities derive power and functions through the assignment of such powers and functions by national or provincial legislation.<sup>8</sup> Section 156(4) of the Constitution acknowledges that even where matters are listed in Part A of

<sup>7</sup> J Middleton, M Goldblatt, J Jokoet and I Palmer “Environmental Management and Local Government” April 2007, page 7.

<sup>8</sup> Section 156(1)(b) of the Constitution, read with section 9 of the Municipal Systems Act.

Schedules 4 and 5, and accordingly are reserved for national and/or provincial legislative authority, there may be circumstances in which they may be most effectively dealt with by municipalities. Together with the environmental suite of legislation, the Municipal Systems Act is also one such Act which municipalities have executive authority and right to administer.

- iii. Thirdly, municipalities may be assigned powers and functions through agreement with a cabinet member or MEC.<sup>9</sup> The Constitution makes provision for the assignment of any power or function by a cabinet member that is to be exercised or performed in terms of an Act of Parliament to a Municipal Council. Such an assignment must be in terms of an agreement between the relevant cabinet member and the Municipal Council, must be consistent with the Act of Parliament in terms of which the relevant power or function is exercised or performed, and takes effect upon proclamation by the President.<sup>10</sup> Similarly, a member of the Executive Council of a province may assign any power or function that is to be exercised or performed in terms of an Act of Parliament to a Municipal Council. Such an assignment must be in terms of an agreement between the relevant provincial Executive Council member and the Municipal Council, must be consistent with the Act in terms of which the relevant power or function is exercised or performed, and takes effect upon proclamation by the Premier.<sup>11</sup>

National and provincial governments are in fact required to assign to a municipality, by agreement and subject to any conditions, the administration of a matter listed in Part A of Schedule 4 or Part A of Schedule 5 which necessarily relates to local government where the matter would be most effectively administered locally and the municipality has the capacity to administer it.<sup>12</sup>

- iv. Fourthly, a provincial legislature may assign any of its legislative powers to a Municipal Council in that province.<sup>13</sup>

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<sup>9</sup> See also section 9 of the Municipal Systems Act.

<sup>10</sup> Section 99 of the Constitution.

<sup>11</sup> Section 126 of the Constitution.

<sup>12</sup> Section 156(4) of the Constitution.

<sup>13</sup> Section 104(1)(c) of the Constitution.

- v. Finally, a municipality has the right to exercise any power concerning a matter reasonably necessary for, or incidental to, the effective performance of its functions.<sup>14</sup>

The legislative and executive authority of municipalities is vested in their Municipal Councils.<sup>15</sup> A municipality has the right to govern, on its own initiative, the local government affairs of its community, subject to national and provincial legislation.<sup>16</sup> A national or provincial government may not compromise or impede a municipality's right to exercise its powers or perform its functions.<sup>17</sup>

## 5.2. Mainstreaming the environment

Notably, "environment", "nature conservation" and "pollution control" are listed under Part A of Schedule 4, which sets out the functional areas of concurrent national and provincial legislative competence. This has resulted in some uncertainty regarding the role of municipalities in relation to the environment, and their competence to legislate and perform environmental functions outside of the scope of the Part B matters. Furthermore, the scope of "municipal planning" and its relevance in respect of environmental management, and *vice versa*, has been subject to legal debate. These issues have been placed before our courts on a number of occasions, which judgments are referred to below.

However, the starting point in considering municipalities' environmental mandates is the environmental right. Section 24 of the Constitution provides that:

*Everyone has the right –*

- (a) to an environment that is not harmful to their health or well-being; and*
- (b) to have the environment protected, for the benefit of present and future generations, through reasonable legislative and other measures that –*
  - (i) prevent pollution and ecological degradation;*
  - (ii) promote conservation; and*
  - (iii) secure ecologically sustainable development and use of natural resources while promoting justifiable economic and social development.*

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<sup>14</sup> Section 156(5) of the Constitution.

<sup>15</sup> Section 151(2) of the Constitution.

<sup>16</sup> Section 151(3) of the Constitution.

<sup>17</sup> Section 151(4) of the Constitution.

These obligations apply to all three spheres of government,<sup>18</sup> and accordingly, local government is also required to take reasonable legislative and other measures to prevent pollution and ecological degradation, promote conservation and to secure ecologically sustainable development, justifiable economic and social development when it exercises its powers and performs its functions.

The Constitution further provides in section 151(3) that:

*A municipality has the right to govern, on its own initiative, the local government affairs of its community, subject to national and provincial legislation, as provided for in the Constitution.*

This must be read with the objects of local government, which are, amongst other things, to ensure the provision of services to a community in a sustainable manner, and to promote a safe and healthy environment.<sup>19</sup> Furthermore, a municipal council must, within the municipality's financial and administrative capacity, and having regard to practical considerations, amongst other things, strive to ensure that municipal services are provided to the local community in a financially and environmentally sustainable manner, and must promote a safe and healthy environment in the municipality.<sup>20</sup>

Accordingly, the environmental right places both positive and negative obligations on local government. The negative obligations arise out of a need to respect the existing exercise of the right, whilst the positive obligations involve actively protecting, promoting and fulfilling the right,<sup>21</sup> and in doing so, municipalities are required to "mainstream" the environment.

"Mainstreaming" the environment refers to the integration of environmental issues and considerations into the wider government policies, plans and programmes, within all spheres.<sup>22</sup> Mainstreaming of the environment has a number of components, including:

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<sup>18</sup> Section 7(2) of the Constitution requires all organs of state to respect, protect, promote and fulfil the rights in the Bill of Rights.

<sup>19</sup> Section 152(1)(b) and (d) of the Constitution.

<sup>20</sup> Section 4(2)(d) and (i) of the Local Government: Municipal Systems Act, 32 of 2000.

<sup>21</sup> In the context of socio-economic rights, the Constitutional Court has recognised that: "At the very minimum, socio-economic rights can be negatively protected from improper invasion." - *Ex Parte Chairperson of the Constitutional Assembly: In Re, Certification of the Constitution of the Republic of South Africa Act, 1996(4) SA 744 (CC)* at paragraph 78.

<sup>22</sup> Middleton *et al.* "Environmental Management and Local Government" p 19.

- the integration of environmental considerations and sustainable use principles into policies, plans and programmes (strategic planning tools);
- the integration of environmental considerations and sustainable use principles into as well as into operational systems;
- the integration of environmental values into the enabling environment (including legislation, policy, planning and capacity building);
- the integration of environmental considerations without deliberate intervention (for example, through market mechanisms); and
- the use of a broad range of tools, including protected areas, buffer zones and biological corridors, as well as incentives, subsidies and direct payments.<sup>23</sup>

The Constitution, together with the municipal and environmental laws, requires municipalities to not only provide services and be “developmental”, but in doing so, they are required to promote a safe and healthy environment and together with other organs of state, must seek to achieve the progressive realisation of the constitutional environmental right.<sup>24</sup> The environment may therefore also be mainstreamed in areas of economic activity within the day-to-day activities of municipalities, as well as in strategic planning and decision-making. It is neither a new concept, nor is it stand-alone. Environmental laws inform and guide the execution of the municipal developmental mandate and service delivery function, being the daily activities of local government. Accordingly, for local government, mainstreaming the environment requires the meaningful incorporation of environmental considerations into integrated development planning, land-use management and delivery of municipal services.

Mainstreaming the environment in this local government context is important because:

- it impacts on municipalities’ ability to fulfil their mandates and responsibilities effectively;
- municipalities have an obligation to protect the environment and ensure ecologically sustainable development while promoting justifiable economic and social development;
- it encourages effective spending of resources to get best return on investment of public funds; and

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<sup>23</sup> C Petersen and B Huntley *Mainstreaming Biodiversity in Production Landscapes* (2005) p 2.

<sup>24</sup> A du Plessis and JG Nel “An introduction” in A du Plessis (ed) *Environmental Law and Local Government in South Africa* (2015) p 6.

- it enables municipalities to manage risks of possible disasters due to climate change and extreme weather events more effectively.

An important distinction should be drawn between the functions entrusted to a municipality and the considerations which may be taken into account in performing that function. Once it is determined what functions are allocated to a municipality, that municipality may take into account all the considerations that the governing legislation authorises the municipality to take into account. Accordingly, whilst the Constitution distributes legislative and executive competence among the various spheres of government, the subjects on which they may legislate and the executive functions they may perform are the subject of distribution, not the reasons and considerations they may take into account.<sup>25</sup> Accordingly, read with section 2(1)(c) and (e) of NEMA, when exercising any of its constitutional functions, a municipality must take into account the principles set out in section 2 of NEMA.

It should also be borne in mind that that the powers allocated to the three spheres of government are not contained in “hermetically sealed compartments”, and that overlaps between them are inevitable.<sup>26</sup> According to the principles of co-operative governance will occur in these areas of overlap. In the case of *Maccsand v City of Cape Town*,<sup>27</sup> the Constitutional Court considered the overlapping functional areas as follows:

“The Constitution allocates powers to three spheres of government in accordance with the functional vision of what is appropriate to each sphere. But because these powers are not contained in hermetically sealed compartments, sometimes the exercise of powers by two spheres may result in an overlap. When this happens, neither sphere is intruding into the functional area of another. Each sphere would be exercising power within its own competence. It is in this context that the Constitution obliges these spheres of government to co-operate with one another in mutual trust and good faith, and to co-ordinate actions taken with one another.”<sup>28</sup>

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<sup>25</sup> *Shelfplett 47 (Pty) Ltd v MEC for Environmental Affairs & Development Planning and Another* (16416/10) [2012] ZAWCHC 16 paras 113 and 115.

<sup>26</sup> *Ex Parte President of the RSA: Constitutionality of the Liquor Bill 2000* (1) SA 732 (CC) paras 40, 61 and 62; *Wary Holdings (Pty) Ltd v Stalwo (Pty) Ltd and Another* 2009 (1) SA 337 (CC), para 80, read with para 69; *Johannesburg Municipality v Gauteng Development Tribunal* 2010 (6) SA 182 (CC) para 55.

<sup>27</sup> 2012 (4) SA 181 (CC)

<sup>28</sup> Para 47.

Municipalities may not legislate in conflict with section 24, but have a right to administer the local government matters listed in Part B of Schedule 4 and Part B of Schedule, and a duty to do so in a manner that respects, protects, promotes and fulfils the environmental right in section 24 of the Constitution. This means that municipal functions must be undertaken within the context of the constitutional imperative to “secure ecologically sustainable development and use of natural resources while promoting justifiable economic and social development”.

“Municipal planning” is a functional area listed in Part B of Schedule 4. The Constitutional Court has found that it refers to the control and regulation of land use insofar as that concerns municipal affairs and includes the zoning of land and the establishment of townships.<sup>29</sup> A municipality’s authority to legislate in respect of the environment has been confirmed by the KwaZulu-Natal High Court on the basis that it is impossible to separate environmental and conservation concerns in town planning practice from the concept of municipal planning and that municipalities were entitled to regulate environmental matters from micro level for the protection of the environment.<sup>30</sup> Accordingly, the functional area of “municipal planning” involves legislating with regard to the environment and the protection of the natural environment as is required in terms of the environmental right. Whilst there is therefore permissible overlap with respect to environmental legislation between the municipal planning mandate given to municipalities and the general environmental mandate given to the other two spheres of government in Part A of Schedule 4, the power remains distinct because it is exercised at a level appropriate to the particular sphere of government.

Accordingly, “municipal planning” must be interpreted as meaning the control and regulation of land use in a manner that secures ecologically sustainable development and use of natural resources while promoting justifiable economic and social development. Municipal planning has accordingly been included within this Environmental Legal Protocol.

Municipalities must therefore integrate the protection of the environment into all its activities which may have an impact on the environment, and have the right and an

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<sup>29</sup> *Johannesburg Metropolitan Municipality v Gauteng Development Tribunal and Others* [2010] ZACC 11; 2010 (6) SA 182 (CC) at para 57; and *Maccsand (Pty) Ltd v City of Cape Town and Others* CCT 103/11 [2012] ZACC 7, judgment of 12 April 2012 at 42.

<sup>30</sup> *Le Sueur and Another v Ethekewini Municipality and Others* (9714/11) [2013] ZAKZPHC 6 (30 January 2013) para 26.

obligation to make municipal legislation that regulates land use in such a manner as to protect the environment.

### 5.3. Overarching legislation governing municipal structures

The Constitution makes provision for three categories of municipalities, and local government powers and functions are split between these categories, as follows:

- Category A municipalities are metropolitan municipalities, which have exclusive municipal executive and legislative authority in their demarcated areas of jurisdiction;
- Category B municipalities are local municipalities, which share their executive and legislative authority with Category C municipalities within whose area it falls; and
- Category C municipalities are district municipalities, which share their executive and legislative authority with a number of Category B municipalities within their district.<sup>31</sup>

Local government powers and functions are accordingly split between district and local municipalities, except in the case of metropolitan municipalities, who perform the functions of both district and local municipalities. The Local Government: Municipal Structures Act, 117 of 1998 (“the Municipal Structures Act”) provides for the establishment of municipalities, their internal structures and the division of mandates, roles and responsibilities between local and district municipalities.

The objects of local government (all three categories) in terms of the Constitution are:

- (a) to provide democratic and accountable government for local communities;
- (b) to ensure the provision of services to communities in a sustainable manner;
- (c) to promote social and economic development;
- (d) to promote a safe and healthy environment; and
- (e) to encourage the involvement of communities and community organisations in the matters of local government.<sup>32</sup>

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<sup>31</sup> Section 155(1) of the Constitution.

<sup>32</sup> Section 152(1) of the Constitution of the Republic of South Africa, 1996.

The Municipal Structures Act requires district municipalities to seek to achieve the integrated, sustainable and equitable social and economic development of its area by:

- (a) ensuring integrated development planning for the district as a whole;
- (b) promoting bulk infrastructural development and services for the district as a whole;
- (c) building the capacity of local municipalities in its area to perform their functions and exercise their powers where such capacity is lacking; and
- (d) promoting the equitable distribution of resources between the local municipalities in its area to ensure appropriate levels of municipal services within the area.<sup>33</sup>

Section 84(1) assigns amongst others, the following functions to district municipalities, amongst others:

- (a) integrated development planning for the district municipality as a whole, including a framework for integrated development plans of all municipalities in the area of the district municipality.
- (b) potable water supply systems.
- (d) domestic wastewater and sewage disposal systems.
- (e) solid waste disposal sites, in so far as it relates to—
  - (i) the determination of a waste disposal strategy;
  - (ii) the regulation of waste disposal;
  - (iii) the establishment, operation and control of waste disposal sites, bulk waste transfer facilities and waste disposal facilities for more than one local municipality in the district.
- (i) municipal health services;
- (n) municipal public works relating to any of the above functions or any other functions assigned to the district municipality; and
- (o) the imposition and collection of taxes, levies and duties as related to the above functions or as may be assigned to the district municipality in terms of national legislation.

A local municipality has the functions and powers assigned to it in terms of the Constitution, excluding those functions and powers vested in the district municipality in whose area it falls, as per section 84(1) referred to above. In other words, local municipalities are

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<sup>33</sup> Section 83(3) of the Municipal Structures Act

responsible for all environmental functions not assigned to districts. In addition, both the Minister and MECs responsible for local government may also adjust the division of functions and powers between district and local municipalities, subject to the requirements of section 84(3), 85 and 87 of the Municipal Structures Act respectively. District and local municipalities are required to co-operate with one another by assisting and supporting each other, may request financial, technical and administrative support services from each other.<sup>34</sup> Given the transboundary nature of environmental issues (i.e that they are not limited to within the boundaries of a particular municipality), collaboration and co-operation may need to be taken more seriously by local government than currently in dealing with their environmental management functions.<sup>35</sup>

Metropolitan municipalities are assigned all environmental functions.

Roles and responsibilities may however be adjusted and reallocated, either temporarily or permanently, in terms of section 85 and 87. Furthermore, where there is a dispute between a district and local municipality concerning the performance of functions or exercise of powers, the MEC for local government in that province may, after consulting the affected municipalities, resolve the dispute and define their respective roles by notice in the Provincial Gazette.<sup>36</sup>

The Municipal Systems Act provides the framework for local government functioning, including integrated development planning, community participation and service delivery. Chapter 5 of the Municipal Systems Act deals with integrated development planning at municipal level and recognises in section 23(1)(c) that there is an obligation on the municipality, "together with other organs of state [to] contribute to the progressive realisation of the fundamental rights contained in section 24 ... of the Constitution", which also places a positive obligation on municipalities with regard to the environmental rights which are the subject of section 24 of the Constitution.

Integrated development plans ("IDPs") are dealt with, *inter alia* in section 35 of the Municipal Systems Act and are the principle strategic planning instruments which guide and inform all decisions with regard to planning, management and development in a municipality. Specific environmental requirements to be included within IDPs are provided

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<sup>34</sup> Section 88 of the Municipal Structures Act.

<sup>35</sup> N Olivier "Cooperative government and the intergovernmental division of environmental powers and functions" in A du Plessis (ed) *Environmental Law and Local Government in South Africa* (2015) p 365.

<sup>36</sup> Section 86 of the Municipal Structures Act.

for in environmental legislation. Spatial development frameworks, which are a part of and fundamental to IDPs, are now regulated primarily in terms of the Spatial Planning and Land Use Management Act, 16 of 2013 (“SPLUMA”) since its commencement on 1 July 2015. IDPs also bind a municipality in the exercise of its executive authority.

District municipalities are required to pursue the integrated, sustainable and equitable social and economic development of the district, by

- ensuring integrated development planning for the district as a whole;
- building the capacity of local municipalities to perform their functions;
- exercising local municipal powers where capacity is lacking; and
- promoting the equitable distribution of resources between the local municipalities in its area.

Complementing the above municipal legislative framework are:

- the Local Government: Municipal Finance Management Act, 56 of 2003 (“the Municipal Finance Management Act”), which regulates local government finances; and
- the Intergovernmental Relations Framework Act, 13 of 2005, which provides a framework for local government’s participation in intergovernmental relations.

In terms of the National Health Act, 51 of 2003, municipal health services are defined as including water quality monitoring, waste management and environmental pollution control, amongst other things. Although the focus of municipal health services is managing the impact on human health, environmental management and these factors of municipal health services are inextricably linked. However, only these linked aspects are relevant for the purposes of this Environmental Legal Protocol. Generally, however, these environmental health functions are integrated with environmental management functions set out in environmental legislation. The responsibility for municipal health services rests with metropolitan and district municipalities.

#### 5.4. Back-to-Basics Approach

The roles and responsibilities of local government for environmental management must also be considered in light of the Minister of Co-operative Governance and Traditional Affairs' Local Government Back-to-Basics approach. Core services provided by local government are identified as the provision of clean drinking water, sanitation, electricity, shelter, waste removal and roads, which are considered to be basic human rights and essential components of the right to dignity.<sup>37</sup>

One of the key performance areas for the Back-to-Basics approach relates to the provision of basic services and the creation of decent living conditions by local government, recognising that the planning, implementation and maintenance of basic infrastructure is critical for sustaining basic standards of living and economic activity in our towns and cities. Municipalities are expected to perform a number of basic activities, and performance of these basic activities is to be measured based on performance indicators. These basic activities include ensuring infrastructure maintenance and repairs to reduce losses with respect to, amongst others, water and sanitation and waste management.<sup>38</sup>

Although these basic services are a priority for local government, such priorities should also not detract from other environmental management roles and responsibilities.

#### 5.5. Environmental management challenges facing local government

South Africa as a whole faces deteriorating environmental quality due to pollution and natural resource degradation, destruction and/or depletion,<sup>39</sup> resulting in challenges faced by all spheres of government. These challenges set out below have been identified based on the draft Outcome 10 Medium Term Strategic Framework,<sup>40</sup> the Environment Sector Local Government Support Strategy<sup>41</sup> and consultations with relevant stakeholders.

If these challenges are not effectively addressed, they will exacerbate the rate of environmental degradation and have the potential to undo or undermine many of the positive advances made in meeting South Africa's own environmental goals (such as its own development goals, the Millennium Development Goals and the 2030 vision of the National

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<sup>37</sup> Department of Co-operative Governance and Traditional Affairs "Back to Basics" page 1.

<sup>38</sup> Department of Co-operative Governance and Traditional Affairs "Back to Basics" page 10.

<sup>39</sup> Page 1 of the Draft Outcome 10 MTSF 2014-2019

<sup>40</sup> As derived from the draft Outcome 10 Medium Term Strategic Framework 2014 – 2019 (dated June 2015).

<sup>41</sup> Environment Sector Local Government Support Strategy (dated February 2014).

Development Plan). It is therefore imperative that municipalities exercise their powers and perform their functions in a way that seeks to address these challenges. Alternatively, where these challenges relate to confusion between mandates, institutional capacity and fiscal support, new interventions may be necessary to clarify the mandates (note that these may differ between municipalities and provinces) and to provide appropriate capacity support and financial means to achieve the realisation of the environmental right.

### 5.5.1. State of the environment

The following high-level challenges and priorities relating to the current state of the environment, as identified per theme, based on the draft Outcome 10 Medium Term Strategic Framework:<sup>42</sup>

**Table 1: Environmental challenges and priorities**

Thematic area	Challenges	Priorities
1. Overall environmental governance	<ul style="list-style-type: none"> <li>• inadequately informed decision-making and governance;</li> <li>• lack of environmental skills;</li> <li>• lack of guidance or standardisation on minimum skills requirements to fill environmental posts;</li> <li>• rural municipalities do not attract highly skilled employees;</li> <li>• lack of technical knowledge on lobbying and consolidating partnerships to support environmental projects (technical and financial);</li> <li>• political office bearers not capacitated on environmental issues, need for continuous capacity building (every election period);</li> <li>• environmental awareness initiatives do not focus on behavioural change relating to perceptions on environment;</li> <li>• the current environmental interventions do not seem to appreciate the macro-political and socio-economic contexts</li> </ul>	<ul style="list-style-type: none"> <li>• to harness research and information management capacity to identify, develop and maintain datasets to generate policy-relevant statistics, indicators and indices in collaboration with other key contributors outside the sector.<sup>43</sup></li> </ul>

<sup>42</sup> As derived from the draft Outcome 10 Medium Term Strategic Framework 2014 – 2019 (dated June 2015).

<sup>43</sup> Page 2 of the Draft Outcome 10 MTSF 2014-2019.

Thematic area	Challenges	Priorities
	<p>within which municipalities operate. spatial challenges and specific natural resource based limitations as well as climate change-related vulnerabilities are not adequately considered in crafting environmental interventions;</p> <ul style="list-style-type: none"> <li>• growing unemployment and lack of job opportunities (current job creation initiatives by the sector are not sustainable);</li> <li>• spatial fragmentation and limited economic viability of many municipalities;</li> <li>• service delivery challenges and political unrest; and</li> <li>• increasing number of indigents and associated inability to pay for services.</li> </ul>	
2. Air quality management	<ul style="list-style-type: none"> <li>• air pollution hotspots arising from continued reliance on fossil fuels;</li> <li>• priority pollutants are a concern; and</li> <li>• South Africa is a significant emitter of greenhouse gases.</li> </ul>	<ul style="list-style-type: none"> <li>• effective implementation of NEM:AQA;</li> <li>• development and use of innovative approaches, such as air quality offsetting;</li> <li>• use of market-based instruments such as carbon tax, carbon budgets and policy support for low-carbon technologies; and</li> <li>• enhance the resilience of people and the economy to adapt to the effects of carbon change.</li> </ul>
3. Waste and chemicals management	<ul style="list-style-type: none"> <li>• increasing quantities of waste;</li> <li>• poor waste management;</li> <li>• lack of access to waste services;</li> <li>• low levels of recycling and re-use; and</li> <li>• lack of alternative waste disposal methods.</li> </ul>	<ul style="list-style-type: none"> <li>• implementation of the waste hierarchy, including product stewardship and the rapid expansion of recycling infrastructure.</li> </ul>
4. Environmental impact management	<ul style="list-style-type: none"> <li>• South Africa is a significant emitter of greenhouse gases, and is vulnerable to the impacts of climate change effects, with adverse effects on socio-economic conditions, water, of security, health, natural resources and ecosystem services.</li> </ul>	<ul style="list-style-type: none"> <li>• enhance the resilience of people and the economy to adapt to the effects of carbon change.</li> </ul>
5. Conservation and	<ul style="list-style-type: none"> <li>• natural resource degradation</li> </ul>	<ul style="list-style-type: none"> <li>• integrated and innovative</li> </ul>

Thematic area	Challenges	Priorities
biodiversity	and depletion of ecological structure.	<p>approaches to natural resource management which entail a careful balance between development imperatives and sustainable utilisation; and</p> <ul style="list-style-type: none"> <li>developments that have serious environmental or social effects are offset by support improvements in related areas.</li> </ul>
6. Marine and coastal management	<ul style="list-style-type: none"> <li>natural resource degradation and depletion of ecological structure;</li> <li>maintaining the integrity of and balance in marine ecosystems while deriving sustainable economic benefits from living marine resources; and</li> <li>worsening wastewater pollution in the marine environment;</li> </ul>	<ul style="list-style-type: none"> <li>the protection of estuaries and coastal areas to ensure that a targeted amount of land and oceans is under protection; and</li> <li>to rebuild stocks of threatened species and reduce illegal catches.</li> </ul>
7. Water resources and sanitation	<ul style="list-style-type: none"> <li>natural resource degradation and depletion of ecological structure;</li> <li>South Africa is a water-stressed country and faces future drying trends;</li> <li>weather variability with cycles of droughts and sudden excessive rains; and</li> <li>decline in inland water quality due to pollution from chemical and bacteriological pollution and sanitation.</li> </ul>	<ul style="list-style-type: none"> <li>to provide basic services; and</li> <li>to build capacity within local government.</li> </ul>

**5.5.2. Legislative and policy landscape**

Although the division of powers and functions between local and district municipalities is set out in terms of the Constitution, the Municipal Structures Act, and often specifically in legislation, the division has been acknowledged to be unstable, complex and varied. This is due to the numerous allocations and reallocations that have been made in this area since 2000.<sup>44</sup> Furthermore, municipalities face challenges in identifying the scope of their Schedule 4 and 5 functional areas, largely due to a lack of definitions of the terms used in the

<sup>44</sup> A du Plessis and JG Nel “An introduction” in A du Plessis (ed) *Environmental Law and Local Government in South Africa* (2015) p 25.

schedules. Whilst there is some case law which has attempted to clarify the scope of the functional areas allocated to municipalities (for example, in respect of “municipal planning”), not all functional areas have been judicially scrutinised.

Furthermore, the adoption and execution of some of the powers and functions varies significantly between the municipalities,<sup>45</sup> and there is often confusion between the categories of municipalities regarding the execution of their mandates. Engagement with municipalities has also revealed that local municipalities are often carrying out functions which are assigned to district municipalities.

Municipalities therefore face challenges in the implementation of their environmental management mandates, as well as a lack of resources, funding and capacity to implement certain functions. For example, there appears to be uncertainty relating to carrying out of coastal management functions between district and local municipalities, such as the responsibility for the delineation of coastal management lines.<sup>46</sup>

Set out below are the challenges identified in the Environment Sector Local Government Support Strategy as affecting the enabling environment:

- the key outputs of the previous environmental programmes initiated by the sector did not interphase with municipal strategic planning processes and tools (planning alignment);
- weak intergovernmental coordination for local environmental management
- limited understanding of political dynamics in terms of decision making (approval of projects, endorsements) at municipal level;
- lack of alignment of national, provincial and local government outcomes to inform the service delivery plans so that environmental management issues can be budgeted for;
- the political forums do not have environmental management agenda in terms of issues discussed at council meetings;

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<sup>45</sup> A du Plessis and JG Nel “An introduction” in A du Plessis (ed) *Environmental Law and Local Government in South Africa* (2015) p 25.

<sup>46</sup> Required in terms of NEM:ICMA.

- some rural municipalities have influential leadership from traditional councils. partnerships should describe the interphase between traditional leaders, who are sometimes decision makers in terms of land use, etc.;
- slow progress on development of by-laws;
- environmental policy and legislative requirements are too complex and burdensome;
- support programmes from environmental sector (provincial and national) are uncoordinated leading to ever increasing burden of reporting for recipient municipalities;
- weak revenue base for many municipalities;
- legal mandate and devolution of environmental functions and powers not well clarified;
- limited funding and absence of fiscal mechanism to support environmental performance within municipalities; and
- municipal performance framework does not include environmental performance indicators.

### 5.5.3. Institutional context

For most municipalities, municipal capacity capabilities mainly focus on waste management and responsibilities related to environmental health services, largely due to skill and finance constraints for other aspects of municipal environmental management. As a result, other aspects of environmental management, such as air quality management, integrated waste management, biodiversity management, climate change and water quality, are compromised.<sup>47</sup>

Resource constraints for specific environmental management responsibilities have been identified as hindering the performance of these duties, and resulting in the prioritisation of environmental management functions which are either income-generating (such as waste collection) or which relate more closely to basic needs. Smaller municipalities also tend to be less equipped with skills and funds to fulfil their environmental management mandates, whereas larger municipalities tend to

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<sup>47</sup> SALGA and DEA "Assessment of Local Government Organizational Capacity and the extent to which fiscal frameworks make provision for environmental performance" page 3.

be generally better prepared and committed to addressing environmental protection.<sup>48</sup>

For example, the implementation of coastal management functions is often subject to resource constraints, such as funding for specialist studies and research informing development of coastal management programmes or schemes. Accordingly, where roles and responsibilities are assigned by legislation or agreement to local government, it is necessary to ensure sufficient funding and capacity building is devolved to local government where: (a) the assignment of the function or power imposes a duty on the municipality concerned; (b) that duty falls outside the functional areas listed in Part B of Schedule 4 or Part B of Schedule 5 to the Constitution or is not incidental to any of those functional areas; and (c) the performance of that duty has financial implications for the municipality concerned.

A lack of technical skills and financial constraints have also resulted in environmental performance management tools<sup>49</sup> being unable to serve their purpose, where these have been developed, whilst in some other municipalities, these tools have not been developed, despite legislative imperatives to do so, as a result of these constraints.<sup>50</sup>

Institutional constraints identified in the Environment Sector Local Government Support Strategy include:

- the environmental profile is not elevated enough to attract attention and support of political leadership;
- most municipalities do not have a dedicated section/unit within the organisation to implement environmental management and planning programmes;
- environmental management and planning issues are straddled between environmental health section/unit, waste management unit and or community services units (parks, cemeteries, etc);

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<sup>48</sup> SALGA and DEA "Assessment of Local Government Organizational Capacity and the extent to which fiscal frameworks make provision for environmental performance" page 3.

<sup>49</sup> Environmental and sustainability tools include environmental impact assessments, strategic environmental assessments, environmental management frameworks, catchment management plans, biodiversity frameworks, open space frameworks, conservation plans, wetland audits and management plans, and the delineation of high potential agricultural areas.

<sup>50</sup> SALGA and DEA "Assessment of Local Government Organizational Capacity and the extent to which fiscal frameworks make provision for environmental performance" page 3.

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- the environmental health sections which implement environmental management programmes have recently been moved to operate at district level. the redeployment of this function has limited further the capacity of already far stretched municipalities to perform environmental functions;
- allocation of environmental responsibilities to officials without appropriate qualifications, skills and competencies;
- lack of project ownership by municipalities and inability to absorb and sustain initiated projects;
- institutional instability and weak organisational culture leading to high staff turnover at political and administrative levels;
- many municipal organograms do not support environmental management;
- there is a need to extend support for tool development beyond financial support to develop the actual tools because there is generally low capacity to implement these plans; and
- environmental requirements are not aligned with municipal specific priorities. municipalities must prioritise the tools that are of essence to them and advance the development of such.

## **6. PRIORITIES, AIMS AND DESIRED OUTCOMES**

The vision of the National Development Plan is that by 2030, South Africa's transition to an environmentally sustainable, climate-change resilient, low-carbon economy and just society will be well under way. This envisages three phases. For the purposes of the current protocol, the focus during the first phase (2014 – 2019) may be considered a priority in respect of the management of municipal environmental powers and functions. This focus is the creation of a framework for implementing the transition to a low-carbon economy, including unblocking regulatory constraints, data collection and establishment of baseline information, and indicators testing some of the concepts and ideas to determine if these can be scaled up.

### **6.1. Aims**

The aims of this Protocol, once developed into an Implementation Protocol, together with its Annexes, are:

1. to enable local government to understand and implement their mandate for environmental management;
2. through the identification of performance indicators, to enable government to track municipal performance of their environmental roles and responsibilities; and
3. to provide for appropriate budgeting and fund allocation to municipalities to enable them to carry out their environmental management roles and responsibilities.

## 6.2. Outcomes

The primary outcome of this Environmental Legal Protocol is aligned with Outcome 10: Protect and enhance our environmental assets and natural resources.

The sub-outcomes are also aligned with Outcome 10, and in particular, with the draft Outcome 10 Medium Term Strategic Framework (dated 10 June 2015), so as to ensure consistency between the strategic plans in the sector and which involve local government. Each sub-outcome identified in the MTSF is listed as a sub-outcome in this document, and is relatively high-level.

- Sub-outcome 1: Ecosystems are sustained and natural resource are used efficiently

The following actions are applicable to municipal roles and responsibilities:

- The implementation of strategies for water conservation and demand management;
- Expansion of the conservation area estate through declaration of state owned protected areas, MPAs and biodiversity stewardship;
- Integration of ecological infrastructure considerations into land-use planning and decision-making about new developments;
- Monitoring of the Oceans and Coast environmental integrity;
- Effective knowledge and information management for the sector;
- Coherent and aligned multi-sector regulatory system & decision support across government.

- Sub-outcome 2: An effective climate change mitigation and adaptation response

The following actions are applicable to municipal roles and responsibilities:

- Development and implementation of sector adaptation strategies/plans
- Include climate change risks in the disaster management plans
- Sub-outcome 3: An environmentally sustainable, low-carbon economy resulting from a well-managed just transition.

No specific actions identified as applicable specifically in the municipal sphere.

- Sub-outcome 4: Enhanced governance systems and capacity

The following actions are applicable to municipal roles and responsibilities:

- Enhance compliance monitoring and enforcement capacity within the sector
- Improvement in air quality
- Less waste that is better managed
- Sub-outcome 5: Sustainable human communities

The following actions are applicable to municipal roles and responsibilities:

- Local Government Support and Engagement

## 7. ROLES AND RESPONSIBILITIES

### 7.1. Introduction

This section sets out the roles and responsibilities identified in environment-related legislation, as applicable to municipalities in respect of each sector identified in the Strategic Plan for the Environment Sector, as well as additional themes for overall environmental governance and water resources and sanitation. In unpacking the roles and responsibilities, the overall environmental governance section sets out the generic mandate to clarify the constitutional parameters of the roles and responsibilities that municipalities and those obligations and requirements, which apply across all of the sectors. Theme-specific mandates are then unpacked in terms of each of the specific functions and obligations that local government should fulfil under the relevant legislation.

Where possible, information has been included for contextual purposes in respect of each theme. Thereafter, a high-level overview of the roles and responsibilities and their

assignment to each category of municipality is provided in a table format, with the details of the roles and responsibilities set out in a box. Whilst the tables do refer to the assignment of roles and responsibilities as per the relevant legislation, it is very important to note that such roles and responsibilities may be adjusted and reallocated in terms of the Municipal Structures Act (refer to paragraph 5.3 above), and such allocations and adjustments vary between municipalities and between provinces.

## 7.2. Overall environmental governance

This section outlines the roles and responsibilities assigned to municipalities in respect of environmental management generally. It includes provisions relating to the general enforcement powers of municipalities, particularly in respect of municipal environmental management inspectors designated in terms of NEMA as well as environmental health inspectors designated in terms of the National Health Act. Environmental health services generally, as part of municipal health services, are included within this section, although specific aspects of such services are inextricably linked with other environmental management functions, particularly those relating to air quality management, waste management and water and sanitation. Whilst environmental health services are a district and metropolitan municipality responsibility, many districts have concluded service level agreement with local municipalities to fulfil this function on their behalf.<sup>51</sup> Note that only those environmental health functions which overlap with environmental management functions are included in the Environmental Legal Protocol.

Table 2: High-level overview of municipal roles and responsibilities pertaining to overall environmental governance

Type of function	Description	Municipal category
<b>Law-making</b>	<ul style="list-style-type: none"> <li>• By-laws for environmental co-operation agreements</li> <li>• By-laws pertaining to environmental health</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> <li>• All</li> <li>• District and metropolitan</li> </ul>
<b>Provision of services</b>	<ul style="list-style-type: none"> <li>• Environmental health services</li> </ul>	<ul style="list-style-type: none"> <li>• District and metropolitan</li> </ul>

<sup>51</sup> A May “Environmental health and municipal public health services” in A du Plessis (ed) *Environmental Law and Local Government in South Africa* (2015) p 505.  
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<b>Permitting, licensing and registration</b>	N/A
<b>Monitoring and enforcement</b>	<ul style="list-style-type: none"> <li>• Designation of and enforcement by environmental management inspectors</li> <li>• Designation of and enforcement by municipal health officers to perform environmental health functions</li> </ul>
<b>Strategic planning</b>	<ul style="list-style-type: none"> <li>• Preparation of integrated development plans</li> <li>• Preparation of environmental outlook reports</li> </ul>
<b>Consultation requirements</b>	<ul style="list-style-type: none"> <li>• Co-operative governance</li> </ul>
<b>General</b>	<ul style="list-style-type: none"> <li>• Incorporation of NEMA section 2 principles</li> <li>• Compliance with provincial environmental implementation plans</li> </ul>

**Box 1: Municipal roles and responsibilities relating to overall environmental governance**

<p><b>7.2.1. Law making</b></p> <p>(a) A municipal council may make by-laws concerning environmental co-operation agreements which cover the matters set out in section 45(1) and comply with the principles set out in section 2 of NEMA.</p> <p>(b) A district and metropolitan municipality<sup>52</sup> may make and administer by-laws relating to “municipal health” generally, which includes aspects relating to water quality monitoring, waste management and environmental pollution control.<sup>53</sup></p> <p><b>7.2.2. Provision of services</b></p> <p>(a) District and metropolitan municipalities must ensure that appropriate municipal health services are effectively and equitably, which include services relating to environmental health.<sup>54; 55</sup></p> <p><b>7.2.3. Licensing</b></p> <p><i>Not applicable in this section.</i></p> <p><b>7.2.4. Monitoring and enforcement</b></p> <p>7.2.4.1. <u>Designation of officers</u></p> <p>(a) Any staff member of a municipality may be designated by the relevant MEC as</p>
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<sup>52</sup> Section 84(1)(i) of the Municipal Structures Act.

<sup>53</sup> Section 156(1) and (2) of the Constitution, read with Part B of Schedule 4.

<sup>54</sup> Section 32 of the National Health Act, read with section 84(1)(i) of the Municipal Structures Act.

<sup>55</sup> “Municipal health services” are defined in the National Health Act as including water quality monitoring, waste management and environmental pollution control, amongst other things. Although the focus of municipal health services is managing the impact on human health, environmental management and these factors of municipal health services are inextricably linked. However, only these linked aspects are relevant for the purposes of this Environmental Legal Protocol. Generally, however, these environmental health functions are integrated with environmental management functions set out in environmental legislation.

an environmental management inspector (“EMI”), by agreement between the MEC and that municipality,<sup>56</sup> for the enforcement of specific provisions of NEMA and/or any specific environmental management Act which is administered by the MEC or a provincial organ of state, or in respect of which the MEC or a provincial organ of state exercises or performs assigned or delegated powers or duties,<sup>57</sup> if that person has completed an approved training course.

- (b) Any municipal EMIs which were designated prior to the Director-General’s approval of relevant training courses, must complete the approved training course as soon as possible.<sup>58</sup>
- (c) When exercising his or her powers or duties, an EMI must produce his or her EMI identity card on demand by a member of the public.<sup>59</sup>
- (d) Municipal health officers may be designated by a mayor of a municipal council in terms of section 80 of the National Health Act, 62 of 2003.
- (e) When performing any function, a municipal health officer (including environmental health practitioners) must show his or her certificate of designation or certificate of appointment to any person affected by the action of the health officer or inspector.<sup>60</sup>

#### 7.2.4.2. Functions of EMIs

(a) A municipal EMI must:

- (i) monitor and enforce compliance with a law for which he or she has been designated;<sup>61</sup>
- (ii) carry out his or her duties and exercise his or her powers in accordance with any instructions issued by the MEC and subject to any limitations and in accordance with any procedures that may be prescribed;<sup>62</sup> and
- (iii) must exercise his or her powers in a way that minimises any damage to, loss or deterioration of any premises or thing.<sup>63</sup>

(b) A municipal EMI may:

- (i) investigate any act or omission in respect of which there is a reasonable suspicion that it might constitute an offence in terms of such law, a breach of such law, or a breach of a term or condition of a permit, authorisation or other instrument issued in terms of such law;<sup>64</sup> and
- (ii) be accompanied by an interpreter or any other person whose assistance may reasonably be required.<sup>65</sup>

#### 7.2.4.3. Powers of EMIs

(a) A municipal EMI must:

- (i) exercise the general powers set out in section 31H of NEMA that fall within his or her designated mandate;

A written notice to a person who refuses to answer questions in terms of section 31H(1)(b) of NEMA must be in form set out in Annexure 2 to

<sup>56</sup> Section 31C of NEMA.

<sup>57</sup> Section 31D(2) of NEMA.

<sup>58</sup> Regulation 2(3) Regulations: Qualification criteria, training and identification of and forms to be used by environmental management inspectors.

<sup>59</sup> Section 31F(2) of NEMA.

<sup>60</sup> Section 80(4) of the National Health Act, 61 of 2003.

<sup>61</sup> Section 31G(1)(a) of NEMA.

<sup>62</sup> Section 31G(2)(a) of NEMA.

<sup>63</sup> Section 31G(2)(c) of NEMA.

<sup>64</sup> Section 31G(1)(b) of NEMA.

<sup>65</sup> Section 31G(2)(b) of NEMA.

- the Regulations: Qualification criteria, training and identification of and forms to be used by environmental management inspectors;<sup>66</sup>
- (ii) provide a receipt for any document, book, record or written or electronic information, specimen, article, substance or other item removed, and must return anything removed within a reasonable period or, subject to section 34D, at the conclusion of any relevant criminal proceedings;<sup>67</sup> when seizing items, comply with the provisions of section 31I of NEMA.

(b) A municipal EMI may:

- (i) exercise all the powers assigned to a peace officer or to a police official who is not a commissioned officer in terms of the Criminal Procedure Act, 51 of 1977;<sup>68</sup>
- (ii) stop, enter, and search vehicles, vessels and aircraft in terms of section 31J of NEMA that fall within his or her mandate;
- (iii) conduct routine inspections in terms of section 31K of NEMA in terms of his or her mandate; and
- (iv) issue a compliance notice in terms of section 31L of NEMA in terms of his or her mandate. Before issuing a compliance notice, a municipal EMI must give the person to whom the inspector intends to issue the compliance notice advance notice in writing of his or her intention to issue the compliance notice and a reasonable opportunity to make representations in writing to that EMI as to why the compliance notice should not be issued, unless the EMI has reason to believe that giving advance written notice will cause a delay resulting in significant and irreversible harm to the environment.<sup>69</sup>

Compliance notices must be in the form set out in Annexure 3 to the Regulations: Qualification criteria, training and identification of and forms to be used by environmental management inspectors.<sup>70</sup>

#### 7.2.4.4. Powers of health officers

- (a) A health officer has the general powers provided for in section 82, 82A, 84 to 88 of the National Health Act, including the entering of premises and issuing of compliance notices in respect of non-compliance with a relevant norm or standard.
- (b) Once section 83 of the National Health Act commences, a health officer (who is registered as an environmental health practitioner in terms of the Health Professions Act, 56 of 1974) must:<sup>71</sup>
  - (i) investigate any conditions which he/she has reasonable grounds to believe constitutes a violation of the environmental right or pollution detrimental to health;
  - (ii) endeavour to determine the identity of the person responsible for such condition;
  - (iii) issue a compliance notice to the person responsible for the condition in accordance with section 83(3) of the NHA.

Until such time as section 83 is promulgated, environmental health practitioners and health inspectors must refer to the National Health Professions Act and its

<sup>66</sup> Regulation 7 of the Regulations: Qualification criteria, training and identification of and forms to be used by environmental management inspectors.

<sup>67</sup> Section 31H(4) of NEMA.

<sup>68</sup> Section 31H(5) of NEMA.

<sup>69</sup> Regulation 8(2) and (3) of the Regulations: Qualification criteria, training and identification of and forms to be used by environmental management inspectors.

<sup>70</sup> Regulation 8(1) of the Regulations: Qualification criteria, training and identification of and forms to be used by environmental management inspectors.

<sup>71</sup> Section 83 of the National Health Act, 61 of 2003.

relevant regulations.

#### 7.2.5. Strategic Planning

- (a) Each municipal council must prepare an integrated development plan in accordance with the requirements of section 25 of the Municipal Systems Act.
- (b) In the preparation of any policy, programme or plan (such as an IDP and the development of land development objectives), a municipality must adhere to the relevant environmental implementation and management plans as well as the principles set out in section 2 of NEMA.<sup>72</sup>
- (c) A metropolitan and a district municipality may prepare and publish a municipal environment outlook report, which must
  - (i) contain the information determined by the Minister by notice in the Government Gazette;  
*Note: To date, no such notice has been published.*
  - (ii) be submitted to the Minister and relevant provincial MEC by 18 December 2018;
  - (iii) be submitted to the Minister and the relevant provincial MEC every four years.<sup>73</sup>
- (d) A metropolitan or a district municipality may request assistance from the MEC with the preparation of its environmental outlook report.<sup>74</sup>
- (e) A municipality may enter into an environmental co-operation agreement with any person or community for the purpose of promoting compliance with the principles laid down in NEMA, in accordance with the requirements of section 35 of NEMA.

*Note: The drafting of this provision makes it unclear as to whether municipalities must or may develop a municipal environment outlook report.*

#### 7.2.6. Consultation

The general requirements for consultation in respect of co-operative governance in terms of NEMA, Municipal Systems Act and the Municipal Structures Act apply to inter-governmental consultation in respect of environmental management.

#### 7.2.7. General

- (a) When making decisions which may significantly affect the environment, municipalities must take such decisions in accordance with the principles set out in section 2 of NEMA.
- (a) A municipality must exercise its powers and perform its functions which may significantly affect the environment in accordance with the principles set out in section 2 of NEMA.
- (b) A municipality must comply with the relevant provincial environmental implementation plan.<sup>75</sup>

### 7.3. Air quality management

“Air pollution” is listed in Part B of Schedule 4 of the Constitution as a function of municipalities. Accordingly, air pollution management is the constitutional responsibility of local government, and municipalities are the primary interface between the public and government regarding air pollution management.<sup>76</sup> In terms of the Municipal Structures

<sup>72</sup> Section 16(4)(b) of NEMA.

<sup>73</sup> Section 16A(3) and (4) of NEMA.

<sup>74</sup> Section 16A(8).

<sup>75</sup> Section 16(4)(a) of NEMA.

<sup>76</sup> National Waste Management Strategy, page 24, read with section 6 of NEM:WA.

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Act, the responsibility for integrated development planning, which includes the development of air quality management plans, lies with district municipalities.

Municipal powers and functions in respect of air quality management are set out in the National Environmental Management: Air Quality Act, 30 of 2004 ("NEM:AQA"), which is the primary legislation regulating air quality management in South Africa, together with its various regulations. Municipalities influence air quality governance through the introduction of by-laws, which are legally enforceable within the municipality's jurisdiction.<sup>77</sup> Furthermore, the National Framework for Air Quality Management in the Republic of South Africa has been published by the Minister in terms of section 7 of NEM:AQA. The Framework binds all organs of state in all spheres of government, who must give effect to it when exercising a power or performing a function or duty in terms of this Act or any other legislation regulating air quality management.<sup>78</sup>

Key focus areas for municipalities in respect of air quality management are:

- (i) addressing climate change;
- (ii) the transfer of authority to and capacity development of district municipalities that have been identified as having poor or potentially poor air quality;
- (iii) continuing and escalating compliance monitoring and enforcement activities by EMIs in the municipal sphere;
- (iv) ensuring that all municipalities with poor or potentially poor air quality have prepared air quality management plans;
- (v) implementing priority area air quality management plans;
- (vi) improving municipal air quality monitoring facilities and capacity; and
- (vii) the creation of sufficient municipal capacity through the training of municipal officials in atmospheric emission licensing and the designation of municipal air pollution control officers.<sup>79</sup>

The specific powers and functions of municipalities are set out below. Note that noise may be regulated by municipalities in terms of by-laws or the Noise Control Regulations under the Environment Conservation Act, 73 of 1989, depending on whether the regulations are still applicable in the province (they have been repealed in Gauteng, Free State and Western Cape) and whether they have been applied to the specific municipality on application to the

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<sup>77</sup> Paragraph 2.1 of the National Framework for Air Quality Management in South Africa, 2012.

<sup>78</sup> Section 7(3) and (4) of NEM:AQA.

<sup>79</sup> Paragraph 4.1. read with Appendix 8.3 of the Strategic Plan for the Environmental Sector 2009 – 2014.

Minister of Environmental Affairs. Due to the varying nature of such noise requirements, they have not specifically been incorporated into the Environmental Legal Protocol, but are considered to form part of environmental pollution control (and accordingly municipal health services) and health or environmental nuisances regulated by municipalities.

Table 3: High-level overview of municipal roles and responsibilities pertaining to air quality management

Type of function	Description	Municipal category
<b>Law-making</b>	<ul style="list-style-type: none"> <li>By-laws for air quality management</li> </ul>	<ul style="list-style-type: none"> <li>All</li> </ul>
<b>Provision of services</b>	<ul style="list-style-type: none"> <li>Air quality services insofar as they relate to environmental health services</li> </ul>	<ul style="list-style-type: none"> <li>District and metropolitan</li> </ul>
<b>Permitting, licensing and registration</b>	<ul style="list-style-type: none"> <li>Atmospheric emission licensing (AEL) and associated functions</li> </ul>	<ul style="list-style-type: none"> <li>District and metropolitan</li> </ul>
<b>Monitoring and enforcement</b>	<ul style="list-style-type: none"> <li>Enforcement by environmental management inspectors</li> <li>Issuing of directives relating to unlawful commencement of activities requiring a licence</li> <li>Designation of and various enforcement powers (e.g. relating to atmospheric impact reports, dustfall monitoring and submission of information) by municipal air quality officers</li> <li>Power to require designation of emission control officer</li> </ul>	<ul style="list-style-type: none"> <li>All</li> <li>District and metropolitan</li> <li>District and metropolitan</li> <li>District and metropolitan</li> </ul>
<b>Strategic planning</b>	<ul style="list-style-type: none"> <li>Preparation of air quality management plan, to be included in IDP</li> <li>Preparation of emission reduction strategies (Vaal Triangle)</li> </ul>	<ul style="list-style-type: none"> <li>All</li> <li>Specified</li> </ul>
<b>Consultation requirements</b>	<ul style="list-style-type: none"> <li>Consultation with national Air Quality Officer in respect of priority area Air Quality Management Plan</li> <li>Transfer of AEL function</li> <li>Attendance at Provincial-Municipal Air Quality Officer Forums</li> <li>Attendance at Air Quality Governance</li> </ul>	<ul style="list-style-type: none"> <li>All</li> <li>District and metropolitan</li> <li>All</li> <li>All</li> </ul>

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<b>General</b>	<ul style="list-style-type: none"> <li>• Designation of municipal air quality officers (AQO) • All</li> <li>• Submission of AQO Annual Report • All</li> <li>• Report on implementation of air quality management plan • All</li> </ul>

**Box 2: Municipal roles and responsibilities relating to air quality management**

**7.3.1. Law-making**

(a) A municipality may make and administer by-laws relating to “air quality” generally.<sup>80</sup> Model air pollution control by-laws have been published, which may be adapted and adopted by municipalities.<sup>81</sup>

A metropolitan or district municipality may make a by-law to

- (i) identify substances or mixtures of substances in ambient air which, through ambient concentrations, bioaccumulation, deposition or in any other way, present a threat to health, well-being or the environment in the municipality or which the municipality reasonably believes present such a threat; and
- (ii) in respect of each of those substances or mixtures of substances, establish local standards for emissions from point, non-point or mobile sources in the municipality. Should any national or provincial standards exist for such substances or mixture of substances, only stricter standards may be established by the municipality.<sup>82</sup>
- (iii) provide for the identification of emission sources and data providers required to submit emission data to the National Atmospheric Emission Information System.<sup>83</sup>

*Note: The wording of these Regulations is not clear as to when and how these additional emission sources and data providers can be identified when the municipality is the “relevant authority”. The above represents the most rational interpretation of regulation 4(2) of the National Atmospheric Emission Reporting Regulations, but clarification from DEA is welcomed.*

(b) Before passing a by-law, the municipality **must** follow a consultative process in terms of Chapter 4 of the Municipal Systems Act.<sup>84</sup>

**7.3.2. Provision of services**

There are no specific legislated requirements for municipalities to provide air quality related services to the public, but refer to responsibility for municipal health services.

**7.3.3. Licensing, permitting and registration**

(a) Metropolitan and district municipalities are the licensing authorities in respect of atmospheric emission licences.<sup>85</sup>

(b) A metropolitan or district municipality may delegate its functions of licensing authority

<sup>80</sup> Section 156(1) and (2) of the Constitution, read with Part B of Schedule 4.

<sup>81</sup> Section 46(1) of NEMA and Government Notice No. 576 published in *Government Gazette* 3342 of 2 July 2010.

<sup>82</sup> Section 11(1) and (2) of NEM:AQA.

<sup>83</sup> See regulation 4(2) of the National Atmospheric Emission Reporting Regulations.

<sup>84</sup> Section 11(4) of NEM:AQA

<sup>85</sup> Section 36 of NEM:AQA.

- to a provincial organ of state.<sup>86</sup>
- (c) A municipality must, as the licensing authority in terms of section 36 of NEM:AQA, decide on applications for atmospheric emission licences,<sup>87</sup> taking into account factors set out in section 39 and in accordance with section 40 of NEM:AQA. The municipality must make the required form of application and informational requirements known.<sup>88</sup> The municipality may
- (i) require the applicant to obtain and provide it with further information;
  - (ii) conduct its own investigation on the likely effect of the proposed licence on air quality; and
  - (iii) invite written comments from any organ of state which has an interest in the matter.
- The municipality must afford the applicant an opportunity to make representation on any adverse statements or objections to the application.<sup>89</sup>
- (d) After a municipality has reached a decision on a licence application, it must within 30 days:
- (i) notify the applicant of the decision and give written reasons if the application was unsuccessful;
  - (ii) notify any persons who have objected to the application; and
  - (iii) at the request of any objector, give written reasons for its decision or make public its reasons.<sup>90</sup>
- (e) If a metropolitan or district municipality (the licensing authority) decides to grant an application for an atmospheric emission licence, it must issue a provisional atmospheric emission licence or atmospheric emission licence in accordance with sections 41, 42 and 43 of NEM:AQA.
- (f) A metropolitan or district municipality (the licensing authority) must decide whether to grant permission to the holder of a provisional atmospheric emission licence or an atmospheric emission licence to transfer the licence to a new owner of the relevant facility in accordance with section 44 of NEM:AQA.
- (g) A metropolitan or district municipality (licensing authority) must review a provisional atmospheric emission licence or an atmospheric emission licence at intervals specified in the licence or when circumstances demand that review is necessary,<sup>91</sup> and must inform the licence holder and relevant provincial air quality officer in writing of the proposed review and costs of the processing fee.<sup>92</sup> For the purposes of review, a metropolitan or district municipality (the licensing authority) may require the licence holder to compile and submit an atmospheric impact report in the prescribed form.<sup>93</sup>
- (h) A metropolitan or district municipality (the licensing authority) may vary a provisional atmospheric emission licence or an atmospheric emission licence by written notice to the holder of that licence in accordance with section 46 of NEM:AQA. Where a request for variation is received from the holder of a licence, the municipality must request require the holder of the licence to take appropriate steps to bring the request to the attention of relevant organs of state, interested persons and the public, in accordance with section 46(3) and (4) of NEM:AQA.
- (i) A metropolitan or district municipality (the licensing authority) must decide whether to

<sup>86</sup> Section 36(2) of NEM:AQA, read with section 238 of the Constitution.

<sup>87</sup> Note that in terms of section 36(4) of NEM:AQA, if a municipality applies for an atmospheric emission licence, a provincial organ of state designated by the MEC must be regarded as the licensing authority for that application and in the implementation of NEM:AQA in relation to that licence.

<sup>88</sup> Section 37 of NEM:AQA.

<sup>89</sup> Section 38(1)(d) of NEM:AQA.

<sup>90</sup> Section 40(4) of NEM:AQA.

<sup>91</sup> Section 45(1) of NEM:AQA.

<sup>92</sup> Section 45(2) of NEM:AQA.

<sup>93</sup> Section 45(3) of NEM:AQA.

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renew a provisional atmospheric emission licence or an atmospheric emission licence on application from the holder of the licence in accordance with section 47 of NEM:AQA.

- (j) The metropolitan or district municipality (the licensing authority) must consider any reports or information and make a decision in terms of the requirements of section 22A on application by a person who conducted an activity:
  - (i) prior to the commencement of NEM:AQA without a provisional registration certificate or a registration certificate (where one was required in terms of the Atmospheric Pollution Prevention Act, 1965); or
  - (ii) without a provisional atmospheric emission licence or a atmospheric emission licence (where one is required in terms of NEM:AQA),A metropolitan or district municipality (the licensing authority) **must** determine the administrative fine payable in accordance with section 22A(7) and (8) of NEM:AQA.
- (k) If delegated to a metropolitan or district municipality by the Minister, that metropolitan or district municipality must decide on applications for exemptions from any person or organ of state in terms of section 59 of NEM:AQA, and subject to any conditions and limitations determined by the Minister.
- (l) Where the metropolitan or district municipality or the municipal air quality officer is the “relevant authority”,<sup>94</sup> it must receive written notification of any change in a data provider’s registration details, any transfer in ownership of a facility or equipment, or discontinuation of the activities.<sup>95</sup>
- (m) Where the metropolitan or district municipality or the municipal air quality officer is the “relevant authority”,<sup>96</sup> it must acknowledge receipt of a written notification of change in ownership within 30 days thereof.<sup>97</sup>

#### 7.3.4. Monitoring and enforcement

- (a) The metropolitan or district municipality (the licensing authority) may direct that one or more of the actions set out in section 22A(4) be undertaken by a person who has applied for an atmospheric emission licence in terms of section 22A of NEM:AQA and who conducted an activity:
  - (i) prior to the commencement of NEM:AQA without a provisional registration certificate or a registration certificate (where one was required in terms of the Atmospheric Pollution Prevention Act, 1965); or
  - (ii) without a provisional atmospheric emission licence or a atmospheric emission licence (where one is required in terms of NEM:AQA).<sup>98</sup>

<sup>94</sup> The licensing authority or municipal air quality officers are considered to be the “relevant authority” in the circumstances set out in Annexure 1 to the National Atmospheric Emission Reporting Regulations.

<sup>95</sup> Regulations 6 of the National Atmospheric Emission Reporting Regulations.

<sup>96</sup> The licensing authority or municipal air quality officers are considered to be the “relevant authority” in the circumstances set out in Annexure 1 to the National Atmospheric Emission Reporting Regulations.

<sup>97</sup> Regulation 6(4) of the National Atmospheric Emission Reporting Regulations.

<sup>98</sup> The municipality may direct the applicant to:

- (a) immediately cease the activity pending a decision on the application submitted in terms of this section;
- (b) investigate, evaluate and assess the impact of the activity on the environment, including the ambient air and human health;
- (c) remedy any adverse effect of the activity on the environment, including the ambient air, and human health;
- (d) cease, modify or control any act, activity, process or omission causing atmospheric emission;
- (e) eliminate any source of atmospheric emission;
- (f) compile a report containing—
  - (i) a description of the need and desirability of the activity;
  - (ii) an assessment of the nature, extent, duration and significance of the consequences for or impacts on the environment, including the ambient air, and human health of the activity, including the cumulative effects and the manner in which the geographical, physical, biological,

- (b) A municipal air quality officer may require any person to submit an atmospheric impact report in the prescribed form,<sup>99</sup> and must refuse to accept air dispersion modelling results that do not comply with the Code of Practice for Air Dispersion Modelling.<sup>100</sup>
- (c) A municipal air quality officer
  - (i) may by written notice require a person to undertake a dustfall monitoring programme,<sup>101</sup>
  - (ii) thereafter must receive the dustfall monitoring report and dust management plan from that person, must consider and decide whether to approve the dustfall management plan, and must receive an implementation progress report at agreed time intervals;<sup>102</sup>
  - (iii) may require any person to undertake continuous ambient air quality monitoring for PM10 in accordance with the relevant notice, if the dustfall monitoring programme indicates non-compliance with the dustfall standards.<sup>103</sup>
- (d) Where the metropolitan or district municipality or the municipal air quality officer is the “relevant authority”,<sup>104</sup> it may request from data providers on inspection, records of information submitted to the National Atmospheric Emission Reporting Information System.<sup>105</sup>
- (e) Where the metropolitan or district municipality or the municipal air quality officer is the “relevant authority”,<sup>106</sup> it may request data providers to verify information submitted to the National Atmospheric Emission Reporting Information System and to submitting supporting documentation prepared by an independent person in accordance with the requirements of regulation 10 of the Atmospheric Emission Reporting Regulations.<sup>107</sup>
- (f) A municipal air quality officer may require the holder of a provisional atmospheric emission licence or an atmospheric emission licence to designate an emission control officer.<sup>108</sup>

#### 7.3.5. Strategic planning

- social, economic and cultural aspects of the environment may be affected by the proposed activity;
- (iii) a description of mitigation measures undertaken or to be undertaken in respect of the consequences for or impacts on the environment, including the ambient air, and human health of the activity;
- (iv) a description of the public participation process followed during the course of compiling the report, including all comments received from interested and affected parties and an indication of how issues raised have been addressed;
- (v) an environmental management programme; or
- (g) provide such other information or undertake such further studies as the licensing authority may deem necessary.

<sup>99</sup> See further section 30 of NEM:AQA, together with the Regulations prescribing the format of the Atmospheric Impact Report.

<sup>100</sup> Regulation 5 of the Regulations Regarding Air Dispersion Modelling.

<sup>101</sup> This may be in the event that the air quality officer reasonably suspects that person to be contravening the requirements of the National Dust Control Regulations, 2013, or the activity being conducted requires a fugitive dust emission management plan. See regulation 4 further.

<sup>102</sup> Regulations 5 and 6 of the National Dust Control Regulations, 2013.

<sup>103</sup> Regulation 7 of the National Dust Control Regulations, 2013.

<sup>104</sup> The licensing authority or municipal air quality officers are considered to be the “relevant authority” in the circumstances set out in Annexure 1 to the National Atmospheric Emission Reporting Regulations.

<sup>105</sup> Regulation 9 of the National Atmospheric Emission Reporting Regulations.

<sup>106</sup> The licensing authority or municipal air quality officers are considered to be the “relevant authority” in the circumstances set out in Annexure 1 to the National Atmospheric Emission Reporting Regulations.

<sup>107</sup> Regulation 10 of the National Atmospheric Emission Reporting Regulations.

<sup>108</sup> Section 48(1) of NEM:AQA.

- (a) A municipality must include an air quality management plan in its IDP, in accordance with the requirements of section 16 of NEM:AQA,<sup>109</sup> the Regulations Regarding Air Dispersion Modelling<sup>110</sup> and the Manual for Air Quality Management Plan Development in South Africa.<sup>111</sup>
- (b) Sedibeng District Municipality, Fezile Dabi District Municipality, and City of Johannesburg Metropolitan Municipality must review and submit revised emission reduction strategies to the national air quality officer by the end of June 2014.<sup>112</sup>
- (c) Sedibeng District Municipality, Fezile Dabi District Municipality, and City of Johannesburg Metropolitan Municipality must review and submit emission reduction strategies to the national air quality officer every five years.<sup>113</sup>

### 7.3.6. Consultation

#### 7.3.6.1. Inter-governmental consultation

- (a) An affected municipality must be consulted by the national air quality officer in respect of the preparation of a priority area air quality management plan for a priority area declared by the Minister.<sup>114</sup>
- (b) If the metropolitan or district municipality fails to make the decision on an application for an atmospheric emission licence, and the application is referred to the Minister or relevant MEC, the municipality must submit a report to the Minister or MEC on the status and causes of the delay in the application.<sup>115</sup>
- (c) Municipal air quality officers must attend Provincial-Municipal Air Quality Officer's Forum on a quarterly basis.<sup>116</sup>
- (d) Municipal air quality officers may attend the Annual Air Quality Governance Lekgotla, which includes air quality officers from all spheres of government.<sup>117</sup>

### 7.3.7. General

#### 7.3.7.1. Institutional arrangements

- (a) A municipality must designate an air quality officer from its administration to be responsible for co-ordinating matters pertaining to air quality management in the municipality.<sup>118</sup>

#### 7.3.7.2. Reporting

- (a) Municipal air quality officers must submit a Municipal Air Quality Officer's Annual Report to the provincial air quality officer at least one month prior to

<sup>109</sup> Section 15 of NEM:AQA.

<sup>110</sup> Regulation 4(a) of the Regulations Regarding Air Dispersion Modelling.

<sup>111</sup> As referred to in paragraph 5.4.6.7 of the National Framework for Air Quality Management in South Africa, 2012.

<sup>112</sup> Regulations 3 and 4 of the Regulations for implementing and enforcing the Vaal Triangle Air-Shed Priority Area Air Quality Management Plan.

<sup>113</sup> Regulation 4(2) of the Regulations for implementing and enforcing the Vaal Triangle Air-Shed Priority Area Air Quality Management Plan.

<sup>114</sup> Section 19(1)(a) of NEM:AQA

<sup>115</sup> Section 36(3A)(d) of NEM:AQA

<sup>116</sup> Section 7(3) of NEM:AQA, read with paragraph 4.4.5 of the National Framework for Air Quality Management in South Africa, 2012

<sup>117</sup> Section 7(3) of NEM:AQA, read with paragraph 4.4.6 of the National Framework for Air Quality Management in South Africa, 2012.

<sup>118</sup> Section 14(3) of NEM:AQA

- the Annual National Air Quality Governance Lekgotla, and which must include a report on implementation of the municipality's air quality management plan.<sup>119</sup>
- (b) As part of its report on its environmental implementation plan, a municipality **must** submit a report on the implementation of its air quality management plan.<sup>120</sup>

#### 7.4. Waste and chemicals management

*For the purposes of easier implementation by the same national department, wastewater / liquid waste has been combined with the section on freshwater resources. Accordingly, this section is limited to solid waste.*

“Refuse removal, refuse dumps and solid waste disposal” as well as “cleansing” is listed in Part B of Schedule 5 of the Constitution as a function of municipalities. Waste management is also an integral aspect of environmental health services (which fall within the scope of municipal health services. Accordingly, solid waste services are the Constitutional responsibility of local government, and municipalities are the primary interface between the public and government around waste management.<sup>121</sup> This constitutional waste services mandate requires that waste services should be planned for and that these plans are effectively implemented. Such implementation requires the relevant resources are directed at providing these services, including financial, human and infrastructural resources.<sup>122</sup>

Further powers and functions are derived from National Environmental Management: Waste Act, 59 of 2008 (“NEM:WA), which is the primary legislation regulating waste in South Africa, as well as the National Waste Management Strategy which emanates from NEM:WA. Although the National Waste Management Strategy is a policy document, it binds all organs of state, who are required to give effect to it when exercising a power or performing a duty in terms of NEM:WA or any other legislation regulating waste management.<sup>123</sup> Whilst atmospheric emissions, industrial effluent and water contaminated by waste are part of waste management in the broader context, these are dealt with in separate thematic areas.

<sup>119</sup> Section 7(3) of NEM:AQA, read with paragraphs 5.2.3.3 and 5.4.6.9 of the National Framework for Air Quality Management in South Africa, 2012.

<sup>120</sup> Section 17 of NEM:AQA.

<sup>121</sup> National Waste Management Strategy, page 24, read with section 6 of NEM:WA.

<sup>122</sup> R Alberts “Solid waste management” in A du Plessis (ed) *Environmental Law and Local Government in South Africa* (2015) p 442.

<sup>123</sup> Section 6(3) and (4) of NEM:WA.

Whilst metropolitan municipalities perform all waste management roles and responsibilities designated to municipalities, importantly, the roles and responsibilities for waste management are shared between local and district municipalities, as referred to in paragraph 5.3 above. A district municipality is responsible for solid waste disposal sites, in so far as it relates to—

- (i) the determination of a waste disposal strategy;
- (ii) the regulation of waste disposal;
- (iii) the establishment, operation and control of waste disposal sites, bulk waste transfer facilities and waste disposal facilities for more than one local municipality in the district.<sup>124</sup>

With this division of powers in mind, the following waste management goals, as set out in the National Waste Management Strategy, incorporate municipal waste management powers and functions, and are accordingly considered to be the primary waste management goals of municipalities:

1. Promote waste minimisation, re-use, recycling and recovery of waste.
2. Ensure effective and efficient delivery of waste services.
3. Ensure that people are aware of the impact of waste on their health, well-being and the environment.
4. Achieve integrated waste management planning.
5. Ensure sound budgeting and financial management for waste services.
6. Ensure effective compliance with and enforcement of NEM:WA.

(Note: These are those goals identified in the National Waste Management Strategy which incorporate municipal roles and responsibilities.)

Notable targets for municipal waste management are the following, derived from the National Waste Management Strategy:

**Table 4: Municipal waste management targets**

Description	Target (2016)
Goal 1: Promote waste minimisation, re-use, recycling and recovery of waste	All metropolitan municipalities, secondary cities and large towns have initiation

<sup>124</sup> Section 84 of the Municipal Structures Act.

	separation at source programmes.
<u>Goal 4:</u> Ensure that people are aware of the impact of waste on their health, well-being and the environment.	80% of municipalities running local awareness campaigns.
<u>Goal 5:</u> Achieve integrated waste management planning	Targets (2016): All municipalities have integrated their IWMPs with their IDPs, and have met the targets set in IWMPs.
<u>Goal 6:</u> Ensure sound budgeting and financial management for waste services.	All municipalities that provide waste services have conducted full-cost accounting for waste services and have implemented cost reflective tariffs.

In terms of the National Waste Management Strategy, the following table sets out the roles municipalities are required to fulfil in respect of the re-use, recycling and recovery of waste:

Table 5: Municipal responsibilities in respect of the re-use, recycling and recovery of waste

<b>Role</b>	<b>General Waste</b>	<b>Organic Waste</b>	<b>Recyclables (paper, plastic, metal, glass and tyres)</b>
Advocacy and education	Municipality	Municipality (with national and provincial support)	Industry in partnership with municipality
Providing bins at source or take back facilities	Municipality	Municipality	Municipality to provide additional bins at source
Collecting waste	Municipality	Municipality	
Processing waste	Municipality	Municipality	
Dispose of waste	Municipality (landfill)	Municipality (composting facility)	

Note: this table depicts only municipal roles

Municipalities are also required to implement measures to apply the waste hierarchy and to comply with the general duty of care set out in section 16 of NEM:WA in respect of its own

activities and how it regulates waste management in its area of jurisdiction.<sup>125</sup> National and provincial government departments are constitutionally obliged to support municipalities in the execution of their functions and in the achievement of these goals. Whenever the Minister or MEC acts in terms of NEM:WA in relation to a municipality, the Minister or MEC must seek to support and strengthen the municipality's ability or right to perform its functions in relation to waste management activities.<sup>126</sup>

Municipalities will also be required to obtain waste management licences for any of their own facilities which carry out waste management activities, and will need to comply with all the requirements and standards set out in NEM:WA and its regulations in respect of those facilities.

The specific powers and functions of municipalities are set out below.

Table 6: High-level overview of municipal roles and responsibilities pertaining to waste management

Type of function	Description	Municipal category
<b>Law-making</b>	<ul style="list-style-type: none"> <li>• By-laws for waste management</li> <li>• Setting local standards (discretionary)</li> <li>• Setting buffer zones in respect of hazardous waste storage facilities</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> <li>• All</li> <li>• All</li> </ul>
<b>Provision of services</b>	<ul style="list-style-type: none"> <li>• Waste storage and collection</li> <li>• Waste disposal</li> <li>• Waste management</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> <li>• All</li> <li>• All</li> </ul>
<b>Permitting, licensing and registration</b>	<ul style="list-style-type: none"> <li>• Registration of waste transporters</li> </ul>	<ul style="list-style-type: none"> <li>• Local and metropolitan</li> </ul>
<b>Monitoring and enforcement</b>	<ul style="list-style-type: none"> <li>• Enforcement by environmental management inspectors</li> <li>• Designation of waste management officers (WMOs) and various enforcement powers (including requiring waste impact reports and designation of waste management control officers)</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> <li>• All</li> </ul>

<sup>125</sup> R Alberts "Solid waste management" in A du Plessis (ed) *Environmental Law and Local Government in South Africa* (2015) p 422.

<sup>126</sup> Section 9(4) of NEM:WA.

<b>Strategic planning</b>	<ul style="list-style-type: none"> <li>• Preparation of waste management plan, to be included in IDP</li> <li>• Preparation of waste disposal strategy</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> <li>• District</li> </ul>
<b>Consultation requirements</b>	<ul style="list-style-type: none"> <li>• Provision of comments on waste licence applications</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> </ul>
<b>General</b>	<ul style="list-style-type: none"> <li>• Implementation of waste management hierarchy and general duty in respect of waste management</li> <li>• Reporting on implementation of waste management plan</li> <li>• Obtaining waste-related information</li> <li>• Setting budget and tariffs for waste management services</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> <li>• All</li> <li>• All</li> </ul>

**Box 3: Municipal roles and responsibilities relating to waste management**

**7.4.1. Law-making**

- (a) Municipalities **may** make and administer by-laws relating to “refuse removal, refuse dumps and solid waste disposal” generally.<sup>127</sup> District municipalities **must** make by-laws for waste disposal.<sup>128</sup> When passing a by-law to give effect to its executive authority to deliver waste management services, a consultative process prescribed in Chapter 4 of the Municipal Systems Act **must** be followed, unless an existing by-law is amended in a non-substantive manner.<sup>129</sup>
- (b) Municipalities **must** ensure that by-laws are updated to support the enforcement of regulatory measures.<sup>130</sup>
- (c) Where travelling distances and resulting costs may render regular waste collection services impractical, the municipal by-laws **must** allow for more feasible alternative ways of waste handling, such as onsite disposal.<sup>131</sup>
- (d) Municipalities may set local standards (which do not conflict with national or provincial standards) for:
  - (i) the separation, compacting and storage of solid waste that is collected as part of the municipal service or that is disposed of at a municipal waste disposal facility;<sup>132</sup>
  - (ii) the management of solid waste that is disposed of by the municipality or at a waste disposal facility owned by the municipality, including requirements in respect of the avoidance and minimisation of the generation of waste and the re-use, recycling and recovery of solid waste;<sup>133</sup>
  - (iii) in respect of the directing of solid waste that is collected as part of the municipal service or that is disposed of by the municipality or at a municipal waste disposal facility to specific waste treatment and disposal facilities;
  - (iv) in respect of the control of litter;

<sup>127</sup> Section 156(1) and (2) of the Constitution, read with Part B of Schedule 5.

<sup>128</sup> Section 48(1)(e)(i) of the Municipal Structures Act.

<sup>129</sup> Section 9(5) of NEM:WA.

<sup>130</sup> National Waste Management Strategy, page 31, read with section 6 of NEM:WA.

<sup>131</sup> Paragraph 4 of the National Domestic Waste Collection Standards.

<sup>132</sup> Section 9(3)(a) of NEM:WA.

<sup>133</sup> Section 9(3)(b) of NEM:WA.

- (e) Municipalities may prescribe buffer zones relating to the establishment of new hazardous waste storage facilities situated outside of an industrial demarcated zone.  
*[Note: This paragraph in the National Norms and Standards for the Storage of Waste refers to buffer zones “prescribed” by the municipality. In terms of NEM:WA, to “prescribe” means to prescribe by regulation under NEM:WA. However, the municipality does not have the power to make regulations under NEM:WA. For the purposes of this protocol, we have presumed that it is intended that municipalities may provide for such buffer zones in their by-laws. However, we highlight this as an area which requires legislative review.]*

#### 7.4.2. Provision of services

##### 7.4.2.1. Waste storage and collection

- (a) Municipalities must provide equitable waste collection services to all households within the jurisdiction of the municipality.<sup>134</sup> Service levels may vary between—
- (i) Onsite appropriate and regularly supervised disposal (applicable mainly to remote rural areas with low density settlements and farms supervised by a waste management officer);
  - (ii) Community transfer to central collection point (medium density settlements);
  - (iii) Organised transfer to central collection points and/or kerbside collection (high density settlements); or
  - (iv) Mixture of (ii) and (iii) above for the medium to high density settlements.

The National Policy for the Provision of Basic Refuse Removal Services for Indigent Households specifies appropriate service levels based on settlement densities, composition and volume of waste generated, and the subsidy mechanisms for targeting services to the indigent.

Municipalities are encouraged to use labour intensive, community-based collection methods, particularly in areas that are difficult to access or service through conventional collection methods.<sup>135</sup>

- (b) Waste collection must be conducted in accordance with the National Domestic Waste Collection Standards<sup>136</sup> and any provincial waste collection standards.
- (c) Municipalities must approve, designate or provide containers for the collection of general waste (excluding waste that is reusable, recyclable or recoverable and that is intended to be reduced, re-used, recycled or recovered in accordance with NEM:WA or by-laws) by that municipality.<sup>137</sup>
- (d) Municipalities must approve or authorise a location for the collection of general waste (excluding waste that is reusable, recyclable or recoverable and that is intended to be reduced, re-used, recycled or recovered in accordance with NEM:WA or by-laws).<sup>138</sup>
- (e) Municipalities may limit the provision of general waste collection services if there is a failure to comply with reasonable conditions set for the provision of services, but where the municipality takes action to limit the provision of services, the limitation must not pose a risk to health or the environment.<sup>139</sup>

<sup>134</sup> Paragraph 4 of the National Domestic Waste Collection Standards.

<sup>135</sup> National Waste Management Strategy, page 27, read with section 6 of NEM:WA.

<sup>136</sup> GN 21 of 21 January 2011.

<sup>137</sup> Section 22(1) of NEM:WA.

<sup>138</sup> Section 22(1) of NEM:WA.

<sup>139</sup> Section 23(1)(d) of NEM:WA.

- (f) Municipalities must as far as reasonably possible, provide containers or receptacles for the collection of recyclable waste that are accessible to the public.<sup>140</sup>

7.4.2.2. Waste disposal

- (a) Municipalities must provide waste disposal services for general waste (“refuse dumps and solid waste disposal”), which disposal sites must comply with the Waste Classification and Management Regulations, read together with the National norms and standards for the disposal of waste to landfill, 2013.
- (b) A district municipality must set a waste disposal strategy, regulate waste disposal and where there is more than one local municipality, establish, operate and control waste disposal sites, bulk transfer facilities and waste disposal facilities.

7.4.2.3. Waste management

- (a) Municipalities must implement measures to apply the waste hierarchy and to comply with the general duty of care set out in section 16 of NEM:WA in respect of its own activities and how it regulates waste management in its area of jurisdiction.<sup>141</sup>
- (b) Municipalities must take measures to divert organic waste away from landfill, which can be composted or used in biogas digesters. Local control measures for general waste entering landfill sites will reinforce diversion of recyclable waste from these sites.<sup>142</sup>
- (c) Municipalities must take provision for the collection and sorting of general recyclable waste materials, supported by a recycling infrastructure. General recyclable waste collection systems are to be coupled to existing waste collection services and disposal sites are to be transformed into waste management sites. Material recovery facilities and buy-back centres are to be established in different municipalities, and space is to be provided to sort waste into re-useable and recyclable waste.<sup>143</sup>
- (d) Municipalities must work with industry and other stakeholders to extend recycling at municipal level.<sup>144</sup>
- (e) Municipalities must facilitate local solutions such as Material Recovery Facilities and buy-back centres, rather than provide the entire recycling infrastructure themselves.<sup>145</sup>
- (f) A municipal waste management officer may establish a programme for the public recognition of significant achievements in the area of waste avoidance, minimisation or other forms of waste management. This programme may contain mechanisms to make the public aware of sound waste management practices.<sup>146</sup> The National Waste Management Strategy requires municipalities to take measures (through awareness campaigns) to ensure that people are aware of the impact of waste on their health, well-being and the environment.<sup>147</sup>

<sup>140</sup> Section 23(2) of NEM:WA.

<sup>141</sup> R Alberts “Solid waste management” in A du Plessis (ed) *Environmental Law and Local Government in South Africa* (2015) p 422.

<sup>142</sup> National Waste Management Strategy, page 22, read with section 6 of NEM:WA.

<sup>143</sup> National Waste Management Strategy, page 22, read with section 6 of NEM:WA.

<sup>144</sup> National Waste Management Strategy, page 54, read with section 6 of NEM:WA.

<sup>145</sup> National Waste Management Strategy, page 54, read with section 6 of NEM:WA.

<sup>146</sup> Section 42(1) of NEM:WA.

<sup>147</sup> National Waste Management Strategy, page 28 and 29, read with section 6 of NEM:WA.

**7.4.3. Permitting, licensing and registration**

- (a) Municipalities may require any person or category of persons who transports waste for gain to register with the municipal waste management officer and to furnish specified information that is reasonably required by the municipality.<sup>148</sup>

**7.4.4. Monitoring and enforcement****7.4.4.1. Designation of waste management officers**

- (a) Each municipality must designate in writing a waste management officer from its administration to be responsible for co-ordinating matters pertaining to waste management in that municipality.<sup>149</sup>

Waste management officers must co-ordinate their activities with other waste management activities in the manner set out in the National Waste Management Strategy or determined by the Minister by notice in the Gazette.<sup>150</sup> The National Waste Management Strategy sets out the following responsibilities of municipal waste management officers:<sup>151</sup>

- i. Manage stakeholders in implementing NEM:WA;
- ii. Liaise with environmental management inspectorate compliance monitoring activities in the municipality; assist the EMLs to identify priorities for monitoring activities that present a significant threat to health and the environment; work with EMLs to prepare waste impact reports;
- iii. Municipal IWMP planning and reporting cycles;
- iv. Build capacity in relation to NEM:WA implementation
- v. Monitor adherence to norms and standards in the delivery of waste services; and
- vi. Report to provincial waste fora and municipality.<sup>152</sup>

**7.4.4.2. Powers of enforcement**

- (a) Municipal environmental management inspectors may in writing require any person to submit a waste impact report if the environmental management inspector on reasonable grounds suspects that such person has on one or more occasions contravened NEM:WA or any conditions of a waste management licence or exemption, and that contravention has had or is likely to have a detrimental effect on health or the environment, including social conditions, economic conditions, ecological conditions or cultural heritage, or has contributed to the degradation of the environment.<sup>153</sup>
- (b) A municipal waste management officer may in writing require any person to submit a waste impact report in a specified form and within a specified period to the waste management officer if a review of a waste management licence is undertaken. The waste management officer must stipulate the documentation and information that should be included in the report and may require the waste impact report to be compiled by an independent person.<sup>154</sup>
- (c) A waste management officer may require the holder of a waste management licence to designate a waste management control officer, having regard to the

<sup>148</sup> Section 25 of NEM:WA.

<sup>149</sup> Section 10(3) of NEM:WA.

<sup>150</sup> Section 10(5) of NEM:WA.

<sup>151</sup> National Waste Management Strategy, page 59, read with section 6 of NEM:WA.

<sup>152</sup> National Waste Management Strategy, page 60, read with section 6 of NEM:WA.

<sup>153</sup> Section 66(1), (3) and (4) of NEM:WA.

<sup>154</sup> Section 66(3) and (3) of NEM:WA.

size and nature of the waste management activity for which a licence was granted.<sup>155</sup>

If the person fails to submit the waste impact report within the specified period, the waste management officer may appoint an independent person to compile the report and recover the cost thereof from the person required to submit the report.

#### 7.4.5. Strategic planning

- (a) Municipalities must prepare an integrated waste management plan which must include the information set out in section 12 of NEM:WA, which plan must be submitted to the relevant MEC for endorsement.<sup>156</sup>

The integrated waste management plan must be included with the municipality's IDP.<sup>157</sup> All municipalities were required to have integrated their Integrated Waste Management Plans with their IDPs by 2015.

- (b) District municipalities must determine a waste disposal strategy for the district.<sup>158</sup>

#### 7.4.6. Consultation

- (a) Municipalities, as an organ of state with an interest in a waste management licence application, may submit written comments in respect of that application, as well as applications for variation and renewal of waste management licences issued to them. (The licensing authority must invite such comments, and is required to take any such submissions into account before deciding on the application.)<sup>159</sup>

#### 7.4.7. General

##### 7.4.7.1. Reporting

- (a) In its annual performance report, the municipality must include information on the implementation of the municipal integrated waste management plan, including:<sup>160</sup>

- i. the extent to which the plan has been implemented during the period;
- ii. the waste management initiatives that have been undertaken during the reporting period;
- iii. the delivery of waste management services and measures taken to secure the efficient delivery of waste management services;
- iv. the level of compliance with the plan and any applicable waste management standards;
- v. the measures taken to secure compliance with waste management standards;
- vi. the waste management monitoring activities;
- vii. the actual budget expended on implementing the plan;
- viii. the measures that have been taken to make any necessary amendments to the plan;
- ix. in the case of a province, the extent to which municipalities comply with the plan and, in the event of any non-compliance with the plan, the reasons for such non-compliance; and
- x. any other requirements as may be prescribed by the Minister.<sup>161</sup>

Municipalities must submit their annual performance reports, no later than 31

<sup>155</sup> Section 58(1) of NEM:WA.

<sup>156</sup> Section 11(4) of NEM:WA.

<sup>157</sup> Section 10(4)(a)(2) of NEM:WA.

<sup>158</sup> Section 84(1)(e)(i) of the Municipal Structures Act.

<sup>159</sup> Section 47(1)(c) read with sections 48(h), 54(6) and 55(5) of NEM:WA.

<sup>160</sup> As required in terms of section 46 of the Local Government: Municipal Systems Act, 32 of 2000.

<sup>161</sup> Section 13(3), read with section 13(2), of NEM:WA.

August of each year, and which must include progress reports on IWMPs.<sup>162</sup>

- (b) Local municipalities must submit their IWMP annual performance report to the district municipality, who then submits their IWMP annual performance report to the province.<sup>163</sup>
- (c) Where the Minister or the relevant MEC requires a municipality to furnish any data, information, documents, samples or materials reasonably required for the national or a provincial waste information system via notice in the Government Gazette or in writing, the municipality may, in turn, require any person or organ of state to provide and verify, within a reasonable time or on a regular basis, such data, information, documents, samples or materials that are reasonably by it.<sup>164</sup>

#### 7.4.7.2. Budgeting

- (a) Municipalities must provide waste services at an affordable price, in line with its tariff policy referred to in Chapter 8 of the Local Government: Municipal Systems Act.<sup>165</sup> If the Minister sets national standards in respect of tariffs for waste services provided for municipalities,<sup>166</sup> municipal tariffs must be aligned.
- (b) Municipalities must use full cost accounting and implement cost reflective and, where feasible, volumetric tariffs.<sup>167</sup>
- (c) Municipalities must structure the tariffs for waste services such that they can fund the maintenance, renewal and expansion of the infrastructure required to provide the services.<sup>168</sup> Municipalities must justify in their budget documentation all increases in excess of the 6 percent upper boundary of the South African Reserve Bank's inflation target.<sup>169</sup>

## 7.5. Environmental impact management

Previously, environmental impact management was governed largely through the environmental impact assessment process only as required for applications for environmental authorisations for listed activities under NEMA. The function of assessing and deciding on such applications lies with the national and provincial authorities. However, over recent years, the integration of environmental and spatial planning and land use approval has become a part of our law, and accordingly, environmental impacts at the local level are now also considered through the land use management process that forms part of municipal planning. Most recently, the Spatial Planning and Land Use Management Act, 16 of 2013 ("SPLUMA") commenced on 1 July 2015. In response to uncertainty regarding the scope of the functional areas of "municipal planning", "provincial planning" and "national planning", section 5 of SPLUMA sets out to define and differentiate between

<sup>162</sup> National Waste Management Strategy, page 63, read with section 6 of NEM:WA.

<sup>163</sup> National Waste Management Strategy, page 63, read with section 6 of NEM:WA.

<sup>164</sup> Section 63(4) of NEM:WA.

<sup>165</sup> Section 9(2)(d) of NEM:WA.

<sup>166</sup> See section 7(3) of NEM:WA.

<sup>167</sup> National Waste Management Strategy, page 30, read with section 6 of NEM:WA.

<sup>168</sup> National Waste Management Strategy, page 31, read with section 6 of NEM:WA.

<sup>169</sup> National Waste Management Strategy, page 31, read with section 6 of NEM:WA.

these functional areas. Furthermore, municipalities may still play an indirect role in the environmental impact assessment process as a commenting authority, or a direct role as an applicant for environmental authorisation under NEMA.

SPLUMA sets out a number of development principles in section 7, which apply to municipalities when it regulates the use and development of land, and must guide a municipality:

- (i) when it prepares, adopts and implements any spatial development framework, policy or by-law concerning spatial planning and the development or use of land;
- (ii) in the compilation, implementation and administration of any land use scheme or other regulatory mechanism for the management of the use of land;
- (iii) in the sustainable use and development of land;
- (iv) in the consideration by the municipality of any application that impacts or may impact upon the use and development of land; and
- (v) in the performance of any function in terms of SPLUMA or any other law regulating spatial planning and land use management.<sup>170</sup>

The powers and functions of municipalities in this sector are set out further below.

Disaster management has been included within this sector, as the municipality's environmental role in respect of the environment relates to the impact of a disaster on the environment, whether that disaster is caused by natural environmental causes or not. A "disaster" as defined under the Disaster Management Act, 57 of 2002 ("the DMA") is a

*progressive, widespread or localised, natural or human-caused occurrence which*

*(a) causes or threatens to cause-*

- (i) death, injury or disease;*
- (ii) damage to property, infrastructure or the environment; or*
- (iii) disruption of the life of a community; and*

*(b) is of a magnitude that exceeds the ability of those affected by the disaster to cope with its effects using only their own resources.*

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<sup>170</sup> Section 6 of SPLUMA.

Table 7: High-level overview of municipal roles and responsibilities pertaining to environmental impact management

Type of function	Description	Municipal category
<b>Law-making</b>	<ul style="list-style-type: none"> <li>Adoption of model by-laws for management of environmental impacts</li> <li>Adoption of single land-use scheme and by-laws for the enforcement of the scheme.</li> </ul>	<ul style="list-style-type: none"> <li>All</li> <li>Local and metropolitan</li> </ul>
<b>Provision of services</b>	<ul style="list-style-type: none"> <li>Emergency incident response</li> <li>Provision of external engineering services</li> <li>Disaster management through the municipal disaster management centre</li> </ul>	<ul style="list-style-type: none"> <li>Local and metropolitan</li> <li>Local and metropolitan</li> <li>Local and metropolitan</li> </ul>
<b>Permitting, licensing and registration</b>	<ul style="list-style-type: none"> <li>Approval of land development and land use applications (through a municipal planning tribunal or authorised official)</li> <li>Decision on land development and land use application appeals (as appeal authority)</li> </ul>	<ul style="list-style-type: none"> <li>Local and metropolitan, unless district municipal planning tribunal established</li> <li>Local and metropolitan</li> </ul>
<b>Monitoring and enforcement</b>	<ul style="list-style-type: none"> <li>Enforcement by environmental management inspectors</li> <li>Appointment of inspectors in terms of SPLUMA</li> <li>Applications to court</li> </ul>	<ul style="list-style-type: none"> <li>All</li> <li>Local and metropolitan</li> <li>Local and metropolitan</li> </ul>
<b>Strategic planning</b>	<ul style="list-style-type: none"> <li>To be included in IDP, preparation of:                             <ul style="list-style-type: none"> <li>spatial development framework</li> <li>municipal disaster risk management plan</li> </ul> </li> <li>Development of framework for disaster management</li> </ul>	<ul style="list-style-type: none"> <li>All</li> <li>District and metropolitan</li> <li>All</li> </ul>
<b>Consultation requirements</b>	<ul style="list-style-type: none"> <li>Consultation with municipality by Minister regarding norms and standards for land use</li> <li>Consultation by municipality with Premier in respect of land use scheme</li> <li>Consultation with organs of state in respect of SPLUMA approval, plans and programmes</li> <li>Consultation with local municipality by</li> </ul>	<ul style="list-style-type: none"> <li>Local and metropolitan</li> <li>Local and metropolitan</li> <li>Local and metropolitan</li> <li>Local and district</li> </ul>

	district municipality in respect of disaster management	
	<ul style="list-style-type: none"> <li>• Comment on environmental authorisation applications</li> </ul>	• All
<b>General</b>	<ul style="list-style-type: none"> <li>• Taking of reasonable measures to ensure general duty of care</li> <li>• Application of SPLUMA development principles</li> <li>• Application for exemption from SPLUMA</li> <li>• Decision making in accordance with SDF</li> <li>• Record-keeping in respect of land and development decisions</li> <li>• Reporting by municipal planning tribunal</li> <li>• Representation on                             <ul style="list-style-type: none"> <li>• Council of the Presidential Infrastructure Co-ordinating Committee</li> <li>• Steering committees for strategic infrastructure projects</li> <li>• Intergovernmental Committee on Disaster Management and National Disaster Management Advisory Forum</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• All</li> <li>• All</li> <li>• All</li> <li>• All</li> <li>• Local and metropolitan</li> <li>• All</li> <li>• Metropolitan</li> <li>• All</li> <li>• All</li> </ul>

**Box 4: Municipal roles and responsibilities relating to environmental impact management**

<p><b>7.5.1. Law making</b></p> <p>(a) A municipality may adopt model by-laws made by the Minister of Environmental Affairs aimed at establishing measures for the management of environmental impacts of any development within the jurisdiction of the municipality.<sup>171</sup></p> <p>(b) A local or metropolitan municipality must, after public consultation, adopt and approve a single land use scheme for its entire area by 1 July 2020 in accordance with sections 24, 25 and other relevant provisions of SPLUMA, or the local municipalities within a district municipality may by agreement request the district municipality to prepare a land use scheme for the local municipalities, and which must, amongst other things:</p> <ol style="list-style-type: none"> <li>(i) take cognisance of any environmental management instrument adopted by the relevant environmental management authority;</li> <li>(ii) comply with environmental legislation; and</li> <li>(iii) give effect to municipal spatial development frameworks and integrated development plans.<sup>172</sup></li> </ol> <p>(c) In respect of its land use scheme, a municipality may:</p> <ol style="list-style-type: none"> <li>(i) after public consultation,                     <ol style="list-style-type: none"> <li>i. amend its land use scheme if the amendment is in the public interest, to advance or is in the interest of a disadvantaged community, and in</li> </ol> </li> </ol>
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<sup>171</sup> Section 46(1) of NEMA.

<sup>172</sup> Section 24 of SPLUMA.

- order to further the vision and development goals of the municipality;<sup>173</sup>
- ii. amend its land use scheme by rezoning any land considered necessary by the municipality to achieve the development goals and objectives of the municipal spatial development framework; and
  - iii. if authorised by the municipal council, change the land use scheme of a municipality affecting the scheme regulations setting out the procedures and conditions relating to the use and development of land in any zone may only be authorised by the Municipal Council.<sup>174</sup>
- (ii) review its land use scheme in order to achieve consistency with the municipal spatial development framework, and must do so at least every 5 years in accordance with section 27 of SPLUMA; and
  - (iii) pass by-laws aimed at enforcing its land use scheme.<sup>175</sup>
- (d) A municipality must determine:
- i. the manner and format in which a land development and land use application must be submitted;
  - ii. the fees payable for a land development and land use application;
  - iii. subject to regulation 16 of the SPLUM Regulations, the timeframes applicable to each component of the phases referred to in that regulation;
  - iv. the manner and extent of the public participation process for each type of land development and land use application;
  - v. the manner and extent of the intergovernmental participation process for each type of land development and land use application;
  - vi. procedures for site inspections, if required;
  - vii. procedures for an amendment to a land development and land use application;
  - viii. the place where a land development and land use application must be submitted by the applicant;
  - ix. a procedure that provides for a land development and land use application that is, on face value, when submitted to a municipality, incomplete and a land development and land use application that, after substantive scrutiny by a municipality, requires additional information from the applicant;<sup>176</sup> and
  - x. the form of application to be granted intervener status.<sup>177</sup>
- (e) A municipality must determine appeal procedures for the lodging and consideration of appeals, in accordance with the requirements of regulations 21 to 23 of the SPLUM Regulations:
- i. if the executive authority of the municipality serves as appeal authority;
  - ii. if the municipality authorises a body or institution outside of the municipality to assume the obligations of an appeal authority, including a body or institution authorised in terms of an agreement to establish a joint Municipal Planning Tribunal;
  - iii. if provincial legislation regulates the manner of appeals, but does not determine appeal procedures; and
  - iv. if the executive authority delegates its authority to hear appeals to an official or a panel of officials.<sup>178</sup>
- (f) If the municipality authorises a body or institution outside of the municipality to assume the obligations of an appeal authority, it must publish notice of the authorisation in the Provincial Gazette and one newspaper in circulation in the municipal area.<sup>179</sup>

<sup>173</sup> Section 26(5) of SPLUMA.

<sup>174</sup> Section 28 of SPLUMA.

<sup>175</sup> Section 32(1) of SPLUMA.

<sup>176</sup> Regulation 14 of the SPLUM Regulations.

<sup>177</sup> Regulation 31 of the SPLUM Regulations.

<sup>178</sup> Regulation 20 of the SPLUM Regulations

<sup>179</sup> Regulation 247 of the SPLUM Regulations.

## 7.5.2. Provision of services

### 7.5.2.1. Emergency incidents

- (a) Section 30 of NEMA requires a responsible person to report an incident, amongst others, to either the provincial head of department or the municipality, and must submit an incident report to the municipality.
- (b) The municipality, as a “relevant authority”<sup>180</sup> may direct the responsible person to undertake specific measures within a specific time.<sup>181</sup> If a verbal directive is issued, it must be confirmed in writing as soon as possible, but within 7 days.<sup>182</sup>
- (c) Where the responsible person fails to comply, or inadequately complies with a directive from a relevant authority, or if there is uncertainty as to who the responsible person is, or if there is an immediate risk of serious danger to the public or potentially serious detriment to the environment, the municipality
  - (i) may take the measures it considers necessary to contain and minimise the effects of the incident, undertake clean-up procedures, and remedy the effects of the incident;<sup>183</sup>
  - (ii) may thereafter claim reimbursement of all reasonable costs incurred by it from every responsible person jointly and severally,<sup>184</sup> and
  - (iii) must as soon as reasonably practicable, prepare comprehensive reports on the incident, which reports must be made available through the most effective means reasonably available to
    - i. the public;
    - ii. the Director-General;
    - iii. the South African Police Services and the relevant fire prevention service;
    - iv. the relevant provincial head of department or municipality; and
    - v. all persons who may be affected by the incident.<sup>185</sup>

### 7.5.2.2. Built environment

- (a) A municipality must provide external engineering services.<sup>186</sup>
- (b) A municipality may agree that an applicant installs any external engineering service instead of payment of applicable development charges, and may offset the fair and reasonable cost of such services against development charges payable.<sup>187</sup>
- (c) A municipal manager must accept a land development and land use application where the municipality has not determined such a place for submission.<sup>188</sup>
- (d) A municipality may conclude a service level agreement with a traditional council in terms of which the traditional council may perform such functions as agreed to, but may not make a land development or land use decision.<sup>189</sup>
- (e) A municipal manager must as soon as practicable, but no later than 14 days after the completion of the pre-hearing process, submit the appeal to the appeal authority.<sup>190</sup>

<sup>180</sup> “relevant authority” includes a municipality with jurisdiction over the areas in which an incident occurs.

<sup>181</sup> Section 30(6) of NEMA.

<sup>182</sup> Section 30(7) of NEMA.

<sup>183</sup> Section 30(8) of NEMA.

<sup>184</sup> Section 30(9) of NEMA.

<sup>185</sup> Section 30(10) of NEMA.

<sup>186</sup> Section 49 of SPLUMA.

<sup>187</sup> Section 49 of SPLUMA.

<sup>188</sup> Regulation 14(2) of the SPLUM Regulations.

<sup>189</sup> Regulation 19 of the SPLUM Regulations.

<sup>190</sup> Regulation 30 of the SPLUM Regulations.

- (f) If a person applies to be granted intervener status in terms of regulation 31 of the SPLUM Regulations, the municipality must determine whether the regulatory requirements have been met and provide a copy of the form to such person.<sup>191</sup>

7.5.2.3. Disaster management

- (a) A municipal disaster management centre must<sup>192</sup>

- (i) specialise in issues concerning disasters and disaster management in the municipal area;
- (ii) promote an integrated and coordinated approach to disaster management in the municipal area, with special emphasis on prevention and mitigation, by—
  - a. departments and other internal units within the administration of the municipality, and, in the case of a district municipality, also by departments and other internal units within the administration of the local municipalities in the area of the district municipality;
  - b. all municipal entities operating in the municipal area; and
  - c. other role-players involved in disaster management in the municipal area;
- (iii) act as a repository of, and conduit for, information concerning disasters, impending disasters and disaster management in the municipal area;
- (iv) make recommendations regarding the funding of disaster management in the municipal area, and initiate and facilitate efforts to make such funding available;
- (v) promote the recruitment, training and participation of volunteers in disaster management in the municipal area;
- (vi) promote disaster management capacity building, training and education, including in schools, in the municipal area;

- (b) A municipal disaster management centre may<sup>193</sup>

- (i) act as an advisory and consultative body on issues concerning disasters and disaster management in the municipal area for—
  - a. organs of state and statutory functionaries;
  - b. the private sector and non-governmental organisations; and
  - c. communities and individuals;
- (ii) make recommendations to any relevant organ of state or statutory functionary—
  - a. on draft legislation affecting this Act, the national disaster management framework or any other disaster management issue;
  - b. on the alignment of municipal legislation with this Act, the national disaster management framework and the relevant provincial disaster management framework; or
  - c. in the event of a local disaster, on whether a local state of disaster should be declared in terms of section 55;
- (iii) promote research into all aspects of disaster management in the municipal area;
- (iv) give advice and guidance by disseminating information regarding disaster management in the municipal area, especially to communities that are vulnerable to disasters;
- (v) exercise any powers and must perform any duties delegated and assigned to it in terms of section 14; and

<sup>191</sup> Regulation 31 of the SPLUM Regulations.

<sup>192</sup> Section 44 of the DMA.

<sup>193</sup> Section 44 of the DMA.

- (vi) assist in the implementation of legislation referred to in section 2 (1) (b) to the extent required by the administrator of such legislation and approved by the municipal council.
- (c) A municipal disaster management centre must give guidance to organs of state, the private sector, non-governmental organisations, communities and individuals to assess and prevent or reduce the risk of disasters, to the extent that it has the capacity to do so.<sup>194</sup>
- (d) A municipal disaster management centre must promote formal and informal initiatives that encourage risk-avoidance behaviour by organs of state, the private sector, non-governmental organisations, communities, households and individuals in the municipal area.<sup>195</sup>

### 7.5.3. Licensing, permitting and registration

#### 7.5.3.1. Licensing body

- (b) A municipality must, in order to determine land use and development applications within its municipal area, establish a Municipal Planning Tribunal in accordance with section 36 to 39 of SPLUMA and the institutional requirements set out in regulation 3 of the SPLUM Regulations.<sup>196</sup>
- (c) A municipality may:
  - (i) exercise its authorisation powers by jointly issuing a separate authorisation or an integrated authorisation in accordance with section 30 of SPLUMA. For these purposes, the municipality and relevant organ of state may enter into an agreement which complies with regulation 17 of the SPLUM Regulations;
  - (ii) decide an application that, in addition to the approval required in terms of the Act, requires approval in terms of other legislation on the basis of a process prescribed under that legislation, but only if that process meets the requirements of the Act, applicable provincial legislation and municipal by-laws; and
  - (iii) authorise that certain land use and land development applications may be considered and determined by an official in the employ of the municipality.<sup>197</sup>
- (d) The councils of two or more municipalities may, in writing, agree to establish a joint Municipal Planning Tribunal to exercise the powers and perform the functions of a Municipal Planning Tribunal in respect of all the municipalities concerned, which agreement must comply with the requirements of regulation 4 of the SPLUM Regulations. The agreement entered into in terms of this section must be published in the Provincial Gazette and a local newspaper in each of the affected municipalities.<sup>198</sup>
- (e) A district municipality may, with the agreement of the local municipalities within the area of such district municipality, establish a Municipal Planning Tribunal to receive and dispose of land development applications and land use applications within the district municipal area, which agreement must comply with the requirements of regulation 7 of the SPLUM Regulations.<sup>199</sup>
- (f) If a municipality decides to withdraw from a Municipal Planning Tribunal, it must
  - (i) give written six months' notice of its intention to withdraw;
  - (ii) ensure that all the legal, financial, practical and other consequences

<sup>194</sup> See further section 47(1) of the DMA.

<sup>195</sup> Section 47(2) of the DMA.

<sup>196</sup> Section 35(1) of SPLUMA.

<sup>197</sup> Section 35(2) of SPLUMA.

<sup>198</sup> Section 34(1) and (3) of SPLUMA,

<sup>199</sup> Section 34 and 35 of SPLUMA.

- have been identified and addressed before such withdrawal; and
- (iii) publish notice of the withdrawal or termination in the Provincial Gazette and a local newspaper distributed in the municipal area.<sup>200</sup>
- (g) A municipality's decision regarding the establishment of a Municipal Planning Tribunal, joint Municipal Planning Tribunal or district Municipal Planning Tribunal may be preceded by an assessment in terms of regulation 2 of the SPLUM Regulations.
- (h) A municipality must, in order to determine land use and land development applications within its municipal area, categorise development applications to be considered by an official and those to be referred to the Municipal Planning Tribunal in accordance with regulation 15 of the SPLUM Regulations.<sup>201</sup>
- (i) A Municipal Planning Tribunal or municipal official authorised to consider and decide on land development applications:
- (i) may
- a. approve a change in a permitted land use.<sup>202</sup>
  - b. change the use, form or function of land or remove, amend or suspend a restrictive condition;<sup>203</sup>
  - c. approve an application in whole or in part or reject the application, and subject to conditions determined by it or as prescribed;<sup>204</sup> and
  - d. make a determination as to whether a person qualifies as an interested person;<sup>205</sup>
  - e. approve the removal, amendment or suspension of a restrictive condition, and is not liable to compensate any person for any loss arising from or related to a decision made in good faith and in terms of SPLUMA to remove, amend or suspend a restrictive condition;<sup>206</sup>
  - f. conduct an investigation into any matter relevant to an application being considered before it;<sup>207</sup>
  - g. request a municipal council to designate a municipal official or appoint any other person as an inspector to conduct an inspection required by the Tribunal;<sup>208</sup>
- (ii) must
- a. consider and determine all applications lawfully referred or submitted to it, including applications for township establishment, the subdivision of land, the consolidation of different pieces of land, the amendment of a land use or town planning scheme (except any change affecting the scheme regulations) or the removal, amendment or suspension of a restrictive condition;<sup>209</sup>
  - b. carry out its functions in accordance with sections 40, 42 and 43 of SPLUMA;
  - c. consider, hear and determine a land development application within time periods set out in the SPLUM Regulations;<sup>210</sup>

<sup>200</sup> Regulations 6 and 9 of the SPLUM Regulations.

<sup>201</sup> Section 35(3) of SPLUMA.

<sup>202</sup> Section 26(4) of SPLUMA.

<sup>203</sup> Section 40 and 41 of SPLUMA.

<sup>204</sup> Section 42(3).

<sup>205</sup> Section 45(4) and(5) of SPLUMA, read with regulation 31(4) of the SPLUM Regulations.

<sup>206</sup> Section 47 of SPLUMA.

<sup>207</sup> Section 48 of SPLUMA.

<sup>208</sup> Section 48(2) of SPLUMA.

<sup>209</sup> Section 41 of SPLUMA.

<sup>210</sup> Section 44(2) of SPLUMA.

- d. within the prescribed period after a land use decision affecting the use of land not in accordance with a condition in a title deed, notify the Registrar of Deeds in whose office the deed or document is filed of such approval and office of the Surveyor-General, where such approval affects a diagram or general plan filed in that office;<sup>211</sup> comply with timeframes and procedures for applications set out in regulation 16 of the SPLUM Regulations where no applicable provincial legislation or municipal by-laws have been promulgated that provide timeframes or a mechanism for regulating circumstances of apparent undue delay.
- (j) A Municipal Planning Tribunal
  - (i) must inform and submit a copy of a land development application to the Minister of Rural Development and Land Reform where—
    - a. the application materially impacts on matters within the exclusive functional area of the national sphere in terms of the Constitution;
    - b. the application materially impacts on strategic national policy objectives, principles or priorities, including food security, international relations and cooperation, defence and economic unity;
    - c. the application materially impacts on land use for a purpose which falls within the functional area of the national sphere of government;
    - d. where the outcome of the application may be prejudicial to the economic, health or security interests of one or more provinces or the Republic as a whole; or
    - e. where the outcome of the application may impede the effective performance of the functions by one or more municipalities or provinces relating to matters within their functional area of legislative competence.<sup>212</sup>
  - (ii) may establish a database of persons it considers appropriate to serve as technical advisors to it.
- (k) A municipality may grant consent where a condition of title, a condition of establishment of a township or an existing scheme provides for a purpose which requires the consent or approval of the administrator, a Premier, the townships board or any controlling authority.<sup>213</sup>
- (l) A municipal council may, at the request of a Municipal Planning Tribunal, designate a municipal official or appoint any other person as an inspector to conduct an inspection required by the Tribunal.<sup>214</sup>
- (m) If a municipality receives an application for a change in land use or formalisation of an existing land use in respect of a municipal area where no town planning scheme or land use scheme applies to that piece of land, it must
  - (i) determine whether the land to which the application relates was lawfully used or could have lawfully been used for a purpose listed in Schedule 2 of the Act;
  - (ii) refer the application contemplated to the Municipal Planning Tribunal or authorised official for consideration and decision;
  - (iii) keep a record of decisions made by the Municipal Planning Tribunal and authorised official; and
  - (iv) when developed, reflect the land use approved by the Municipal

<sup>211</sup> Section 46 of SPLUMA.

<sup>212</sup> Section 52 of SPLUMA.

<sup>213</sup> Section 45(6) of SPLUMA.

<sup>214</sup> Section 48(2), read with section 32(3) of SPLUMA.

Planning Tribunal and /or authorised official in the land use scheme.<sup>215</sup>

#### 7.5.3.2. Appeal authority

- (a) The executive authority of the municipality, as the appeal authority, must:
  - (i) consider and determine all appeals lawfully submitted to it;
  - (ii) confirm, vary or revoke the decision of the Municipal Planning Tribunal or authorised official;
  - (iii) provide reasons for any decision made by it;
  - (iv) give directions relevant to its functions to the municipality;
  - (v) keep a record of all its proceedings; and
  - (vi) determine whether the appeal falls within its jurisdiction.<sup>216</sup>
- (b) The executive authority of the municipality, as the appeal authority, may:
  - (i) if it revokes the decision of the Municipal Planning Tribunal or authorised official, remit the matter to the Tribunal or official or replace the decision;
  - (ii) appoint a technical advisor to advise or assist it with regard to a matter forming part of the appeal.<sup>217</sup>
- (c) A municipal manager must within a prescribed period submit an appeal to the executive authority of the municipality as the appeal authority.<sup>218</sup>
- (d) A municipality may, in the place of its executive authority, authorise that a body or institution outside of the municipality or in a manner regulated in terms of a provincial legislation, assume the obligations of an appeal authority in terms section 51 of SPLUMA.

#### 7.5.4. Monitoring and enforcement

##### 7.5.4.1. Designation of officers

- (a) A municipality may designate a municipal official or appoint any other person as an inspector to investigate any non-compliance with its land use scheme and must issue each inspector with a written designation or appointment in the prescribed form, stating that the person has been appointed in terms of SPLUMA.<sup>219</sup>
- (b) A municipal inspector must on request produce his or her written designation or appointment and may not have a direct or indirect personal or private interest in the matter being investigated.<sup>220</sup>

##### 7.5.4.2. Powers and functions of inspectors

- (a) A municipal inspector has the powers referred to in section 32(5) and must exercise his or her powers in accordance with section 32 of SPLUMA.
- (b) A municipal inspector may issue a compliance notice to the person who controls or manages the land or the owner or person in control of a private dwelling if a provision of this Act has not been complied with.<sup>221</sup>

##### 7.5.4.3. Judicial proceedings

- (a) A municipality may apply to a court for an order—
  - (i) interdicting any person from using land in contravention of its land use scheme;
  - (ii) authorising the demolition of any structure erected on land in contravention of its land use scheme, without any obligation on the municipality or the person carrying out the demolition to pay

<sup>215</sup> Regulation 18.

<sup>216</sup> Section 51(3) of SPLUMA, read with regulation 26 of the SPLUM Regulations

<sup>217</sup> Regulation 27 of the SPLUM Regulations

<sup>218</sup> Section 51(2) of SPLUMA.

<sup>219</sup> Section 32(3) of SPLUMA.

<sup>220</sup> Section 32(4) of SPLUMA.

<sup>221</sup> Section 32(10) of SPLUMA.

- compensation; or  
(iii) directing any other appropriate preventative or remedial measure.<sup>222</sup>

#### 7.5.5. Strategic planning

- (a) A municipality must prepare and adopt a spatial development framework in accordance with the requirements of section 12(1), 20 and 21 of SPLUMA, which must, amongst other things,
- (i) be prepared as part of the municipality's IDP;<sup>223</sup>
  - (ii) take cognisance of any environmental management instrument adopted by the relevant environmental management authority;<sup>224</sup>
  - (iii) include a strategic assessment of the environmental pressures and opportunities within the municipal area, including the spatial location of environmental sensitivities, high potential agricultural land and coastal access strips, where applicable;<sup>225</sup> and
  - (iv) outline specific arrangements for prioritising, mobilising, sequencing and implementing public and private infrastructural and land development investment in the priority spatial structuring areas identified in the SDF.<sup>226</sup>
- (b) A metropolitan and a district municipality must establish and implement a framework for disaster management in the municipality in accordance with the requirements of section 42 of the DMA.

#### 7.5.6. Consultation

##### 7.5.6.1. Inter-governmental consultation

- (a) A municipality must be consulted by the Minister in respect of the norms and standards for land use management and land development.<sup>227</sup>
- (b) A municipality may be assisted by the relevant provincial Premier with the preparation, adoption or revision of its land use scheme.<sup>228</sup>
- (c) A municipality may, on initiation by the relevant Premier, be required to revise its spatial development framework in order to ensure consistency between the municipal and provincial SDF.<sup>229</sup>
- (d) A municipality must submit its land use scheme to the Premier within timeframes prescribed by provincial legislation, for purposes of monitoring the performance of the municipality.<sup>230</sup>
- (e) A municipality must consult any organ of state responsible for administering legislation relating to any aspect of an activity that also requires approval in terms of SPLUMA in order to coordinate activities and give effect to the respective requirements of such legislation and to avoid duplication, and may enter into a written agreement in accordance with section 29 of SPLUMA.
- (f) A district municipality must consult with all local municipalities within its area of jurisdiction prior to establishing a disaster management framework for the district.<sup>231</sup>
- (g) A district municipality must consult with all local municipalities within its area of jurisdiction prior to establishing a disaster management centre for the district.<sup>232</sup>

<sup>222</sup> Section 32(2) of SLUMA.

<sup>223</sup> Section 20(2) of SPLUMA.

<sup>224</sup> Sections 4(a) and 12(1) of SPLUMA.

<sup>225</sup> Section 21(j) of SPLUMA. A similar provision is contained in section 2(4)(f) of the Local Government: Municipal Planning and Performance Management Regulations.

<sup>226</sup> Section 12(6) of SPLUMA.

<sup>227</sup> Section 8(1) of SPLUMA.

<sup>228</sup> Section 10(3) of SPLUMA.

<sup>229</sup> Section 22(3) of SPLUMA.

<sup>230</sup> Section 27(3) of SPLUMA.

<sup>231</sup> Section 42(2) of the DMA.

- (h) A municipal disaster management centre must liaise and coordinate its activities with the National Centre and the relevant provincial disaster management centre.<sup>233</sup>
- (i) A municipal disaster management centre must provide assistance to the national disaster management centre and the relevant provincial management centre in accordance with section 46 of the DMA.

#### 7.5.6.2. Public consultation

- (a) A municipality may submit comments on an application for environmental authorisation.<sup>234</sup>
- (b) The national government, provincial government and municipalities must participate in the spatial planning and land use management processes that impact on each other to ensure that the plans and programmes are co-ordinated, consistent and in harmony with each other.<sup>235</sup>

### 7.5.7. General

#### 7.5.7.1. General

- (a) A municipality must take reasonable measures to ensure that its activities do not cause significant pollution or degradation of the environment, and to the extent that any environmental harm is authorised by the law or cannot reasonably be avoided or stopped, it must take reasonable measures to minimise and rectify such pollution or degradation.<sup>236</sup>
- (b) The executive authority of a municipality must, in the development, preparation and adoption or amendment by such municipality of its land use scheme provide general policy and other guidance in accordance with section 23 of SPLUMA.
- (c) A municipality may request that the Minister
  - (i) exempt an area or piece of land from one or all of the provisions of SPLUMA, or withdraw such exemption; or
  - (ii) substitute alternative provisions consistent with SPLUMA.<sup>237</sup>
- (d) A municipality may in writing delegate any power conferred on it, except the power to determine land use and land development applications, to an official in the employ or service of the relevant sphere of government.<sup>238</sup>

#### 7.5.7.2. Decision-making

- (a) A municipality's spatial development framework must
  - (i) guide and inform the exercise of any discretion or of any decision taken in terms of SPLUMA or any other law relating to the use and development of land;<sup>239</sup> and
  - (ii) assist in integrating, coordinating, aligning and expressing development policies and plans emanating from the various sectors of the spheres of government as they apply within the municipal area.<sup>240</sup>

<sup>232</sup> Section 43(1) of the DMA.

<sup>233</sup> Section 44(2) of the DMA.

<sup>234</sup> Regulation 7(2) of the Environmental Impact Assessment Regulations, 2014, requires the competent authority or environmental assessment practitioner to consult with every organ of state that administers a law relating to a matter affecting the environment relevant to that application for an environmental authorisation. Furthermore, regulation 41(2)(b) requires the municipality to be notified of the application or proposed application.

<sup>235</sup> Section 12(2)(a) of SPLUMA.

<sup>236</sup> Section 28 of NEMA.

<sup>237</sup> Section 55 of SPLUMA, read with regulations 32, 33 and 34 of the SPLUM Regulations.

<sup>238</sup> Section 56 of SPLUMA.

<sup>239</sup> Section 12(2)(b) of SPLUMA.

<sup>240</sup> Section 12(5) of SPLUMA.

- (b) A decision by a Municipal Planning Tribunal or any other authority required or mandated to make a land development decision in terms of SPLUMA or any other law relating to land development must be consistent with the municipal spatial development plan, unless site-specific circumstances justify a departure.<sup>241</sup>

7.5.7.3. Record keeping

- (a) A municipality must keep and maintain a written record of all applications submitted and the reasons for decisions in respect of such applications for the amendment of its land use scheme, which must be accessible to members of the public during normal office hours at the municipality's publicly accessible office.<sup>242</sup>

7.5.7.4. Reporting

- (a) Municipalities which have entered into an agreement for a joint Municipal Planning Tribunal must determine the manner and format required for quarterly reporting by the Tribunal.<sup>243</sup>
- (b) A joint Municipal Planning Tribunal must submit a quarterly report on its activities and performance to the participating municipalities in the manner and format determined by such municipalities.<sup>244</sup>
- (c) A district municipality which has established a district Municipal Planning Tribunal must determine the manner and format required for quarterly reporting by the Tribunal.<sup>245</sup>
- (d) A district Municipal Planning Tribunal must submit a quarterly report on its activities and performance to the district municipality in the manner and format determined by such municipality.<sup>246</sup>

7.5.7.5. Institutional arrangements

- (a) Executive Mayors of metropolitan councils sit on the Council of the Presidential Infrastructure Coordinating Commission.<sup>247</sup>
- (b) Municipal representatives sit on steering committees for strategic infrastructure projects where the municipality is affected by the SIP, and have the authority to take decisions on behalf of the municipality, excluding any decision to grant an approval, authorisation, licence, permission or exemption.<sup>248</sup>
- (c) Members of municipal councils, selected by the South African Local Government Association, sit on the Intergovernmental Committee on Disaster Management.<sup>249</sup>
- (d) Municipal officials, selected by the South African Local Government Association, sit on the National Disaster Management Advisory Forum.<sup>250</sup>
- (e) Each metropolitan and district municipality must establish in its administration a disaster management centre for its municipal area. A district municipality may establish such centre in partnership with those local municipalities.<sup>251</sup>
- (f) A municipal council must appoint a person as head of its municipal disaster management centre in accordance with section 45 of the DMA.

<sup>241</sup> Section 22(1) and (2) of SPLUMA.

<sup>242</sup> Section 31 of SPLUMA.

<sup>243</sup> Regulation 5 of the SPLUM Regulations.

<sup>244</sup> Regulation 5 of the SPLUM Regulations.

<sup>245</sup> Regulation 8 of the SPLUM Regulations.

<sup>246</sup> Regulation 8 of the SPLUM Regulations.

<sup>247</sup> Section 3(3)(e) of the Infrastructure Development Act.

<sup>248</sup> Section 12 of the Infrastructure Development Act.

<sup>249</sup> Section 4 of the Disaster Management Act.

<sup>250</sup> Section 5 of the Disaster Management Act.

<sup>251</sup> Section 43 of the DMA.

## 7.6. Conservation and biodiversity

South Africa is one of the most biologically diverse countries in the world, but the greatest challenge facing the sector is to ensure that both conservation of biodiversity and development can take place.<sup>252</sup> The National Biodiversity Framework recognises that metropolitan, district and local municipalities play a key role in managing biodiversity and other natural resources, through, for example, their role in spatial planning, land-use decision-making and infrastructure development, and management of municipal protected areas.<sup>253</sup> In particular it recognises that day-to-day decisions by municipalities about how land and other natural resources are used at the local level ultimately determine whether development is sustainable, and accordingly municipalities have a key role to play in ensuring co-ordination and integrated management of natural resources.<sup>254</sup> Importantly, municipalities are required to provide a safe environment for its people and to contribute towards sustainable development. Municipalities must therefore take biodiversity considerations into account in their planning, decision-making and other functions.<sup>255</sup>

There are a number of national and provincial laws which regulate this sector, with the primary national legislation being the National Environmental Management: Biodiversity Act, 10 of 2004 (NEM:BA) and the National Environmental Management: Protected Areas Act, 57 of 2003 (NEM:PAA), whilst provincial nature conservation laws are enforced by each province. Due to the differentiation between provincial nature conservation laws, they have not been specifically referenced in the Environmental Legal Protocol.

There are various issues which affect the fulfilment of biodiversity and conservation roles and responsibilities by municipalities, such as:

- (i) the need for improved communication and cooperation between and amongst the spheres of government;<sup>256</sup>
- (ii) capacity constraints across all spheres of government;<sup>257</sup>
- (iii) unfunded mandates, and accordingly no capacity or budget to fund municipal mandates;<sup>258</sup>

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<sup>252</sup> Page 39 of the Strategic Plan for the Environment Sector.

<sup>253</sup> Page 52 of the National Biodiversity Framework.

<sup>254</sup> Paragraph 2 of the National Biodiversity Framework.

<sup>255</sup> Page 52 of the National Biodiversity Framework.

<sup>256</sup> Page 40 of the Strategic Plan for the Environment Sector.

<sup>257</sup> Page 41 of the Strategic Plan for the Environment Sector.

- (iv) lack of information, systems and human resources to take biodiversity considerations effectively into account;<sup>259</sup> and
- (v) the biodiversity importance of local protected areas is disproportionate to their numbers and size, and municipalities sometimes lack the capacity to manage these areas effectively.<sup>260</sup>

For local government, priorities include:

- to ensure that biodiversity concerns are integrated into IDPs and SDFs for municipalities and to ensure that systems are in place for the control and management of priority resources in the local government sphere;<sup>261</sup>
- making provision for funding of biodiversity and conservation mandates to municipalities.<sup>262</sup>

The powers and functions of municipalities are set out in more detail below.

Table 8: High-level overview of municipal roles and responsibilities pertaining to conservation and biodiversity

Type of function	Description	Municipal category
<b>Law-making</b>	<ul style="list-style-type: none"> <li>• Adoption of by-laws for local protected areas and heritage resources</li> <li>• Adoption of rules for the proper administration of national park, marine protected area, nature reserve or world heritage site</li> </ul>	<ul style="list-style-type: none"> <li>• Local and metropolitan</li> <li>• If it is the management authority</li> </ul>
<b>Provision of services</b>	<ul style="list-style-type: none"> <li>• Establishment of local protected areas</li> <li>• Management of other protected areas (as the management authority) and co-management of protected areas</li> <li>• Implementation of biodiversity management plan</li> <li>• Management of heritage resources</li> </ul>	<ul style="list-style-type: none"> <li>• Local and metropolitan</li> <li>• If it is the management authority</li> <li>• Local and metropolitan</li> <li>• Local and metropolitan</li> </ul>

<sup>258</sup> Page 41 of the Strategic Plan for the Environment Sector.

<sup>259</sup> Page 52 of the National Biodiversity Framework.

<sup>260</sup> Page 52 of the National Biodiversity Framework.

<sup>261</sup> Page 41 of the Strategic Plan for the Environment Sector.

<sup>262</sup> Page 41 of the Strategic Plan for the Environment Sector.

<b>Permitting, licensing and registration</b>	<ul style="list-style-type: none"> <li>• Consent for alteration or development affecting place in heritage register or heritage area</li> </ul>	<ul style="list-style-type: none"> <li>• Local and metropolitan</li> </ul>
<b>Monitoring and enforcement</b>	<ul style="list-style-type: none"> <li>• Enforcement by environmental management inspectors</li> <li>• Appointment of and enforcement by municipal forest officers</li> <li>• Act as competent authority for control of an alien or listed invasive species (if delegated)</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> <li>• Local and metropolitan</li> <li>• Local and metropolitan</li> </ul>
<b>Strategic planning</b>	<ul style="list-style-type: none"> <li>• Alignment of IDP with national biodiversity framework and bioregional plans</li> <li>• Preparation of invasive species monitoring, control and eradication plan for land under its control, to be included in IDP</li> <li>• Preparation of biodiversity management plan (discretionary) and alignment with National Biodiversity Framework</li> <li>• Preparation of invasive species monitoring, control and eradication plan for protected area</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> <li>• All</li> <li>• All</li> <li>• If it is the management authority</li> </ul>
<b>Consultation requirements</b>	<ul style="list-style-type: none"> <li>• Consultation by municipality with Minister in respect of bioregions</li> <li>• Consultation by municipality with SANBI in respect of invasive species control and eradication plan and biodiversity management plan</li> <li>• Consultation by Minister with municipality in respect of protected areas or forests</li> <li>• Consultation with management authority of nature reserve</li> </ul>	<ul style="list-style-type: none"> <li>• Local and metropolitan</li> <li>• Local and metropolitan</li> <li>• Local and metropolitan</li> <li>• Local and metropolitan</li> </ul>
<b>General</b>	<ul style="list-style-type: none"> <li>• Observer on National Forests Advisory Council</li> <li>• Designation of municipal forest officers</li> <li>• Board of Authority for world heritage site</li> <li>• Report on status of listed invasive species</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> <li>• Local and metropolitan</li> <li>• Local and metropolitan</li> <li>• If management authority of a protected area</li> </ul>

Box 5: Municipal roles and responsibilities relating to conservation and biodiversity

**7.6.1. Law-making**

- (a) A municipality may make by-laws in respect of:
- (i) the regulation or restriction of activities in local protected areas;<sup>263</sup>
  - (ii) heritage resources, with the approval of the provincial heritage resources authority, regarding:<sup>264</sup>
    - i. the admission of the public to any place protected under this Act to which the public is allowed access and which is under its control, and the fees payable for such admission;
    - ii. the conditions of use of any place protected under the National Heritage Resources Act which is under its control;
    - iii. the protection and management of a protected area, places in a heritage register, and heritage areas; and
    - iv. providing incentives for the conservation of any place protected under the National Heritage Resources Act.

- (b) If a municipality is the management authority of a national park, marine protected area, nature reserve or world heritage sites, it may make rules for the proper administration of such area in accordance with sections 52 and 49(d) of NEM:PAA.

*Note: There are less likely to be circumstances where a municipality is the management authority of a national park, marine protected area or world heritage site, but it is more likely in respect of nature reserves.*

**7.6.2. Provision of services**

**7.6.2.1. Local protected areas**

A local protected area refers to a nature reserve or protected environment managed by a municipality.<sup>265</sup>

- (a) Local protected areas must be managed in accordance with any norms and standards determined by the Minister, and any regulations made by the relevant MEC, and any applicable by-laws.<sup>266</sup>
- (b) The Minister or relevant MEC may assign responsibility for the management of a protected area to a municipality, as the “management authority”, with agreement by the municipality. Where a municipality is a management authority of a protected area, it must:
- (i) monitor the area against any performance indicators set by the relevant MEC, and annually report its findings to the MEC or a person designated by the MEC;<sup>267</sup>
  - (ii) perform the functions of the management authority and manage the protected area, as described in NEM:PAA, including the preparation of a management plan which must include an invasive species control and eradication strategy;<sup>268</sup>
  - (iii) comply with any internal rules made by it.<sup>269</sup>
- (c) A municipality may enter into a co-management agreement with the management authority of a protected area, and must perform the functions as

<sup>263</sup> Section 49(c) of NEM:PAA,

<sup>264</sup> Sections 28(6), 30(11), 31(7), 43(2) and 54 of the National Heritage Resources Act.

<sup>265</sup> Note that provincial legislation will continue to regulate matters regarding local protected areas to the extent that these matters are not covered by NEM:PAA; it is consistent with NEM:PAA or prevails over NEM:PAA in terms of section 146 of the Constitution. See section 8 of NEM:PAA.

<sup>266</sup> Sections 11, 40, 49 and 87 of NEM:PAA

<sup>267</sup> Section 43 of NEM:PAA.

<sup>268</sup> Sections 38 to 41 of NEM:PAA, read with section 76 of NEM:BA.

<sup>269</sup> Section 49(c) of NEM:PAA.

agreed.<sup>270</sup>

**7.6.2.2. Biodiversity management**

- (a) The Minister of Environmental Affairs may enter into an agreement with a municipality for the implementation of a biodiversity management plan or any aspect of it.<sup>271</sup>

**7.6.2.3. Heritage resources**

- (a) A municipality must identify and manage of Grade III heritage resources in accordance with the relevant provisions of the National Heritage Resources Act, 25 of 1999.<sup>272</sup>
- (b) A municipality must manage heritage resources in accordance with any powers and functions delegated to it by the Minister or MEC in terms of the National Heritage Resources Act, the regulations and any heritage agreement has been entered into with the South African Heritage Resources Authority or a provincial heritage resources authority.<sup>273</sup>
- (c) A municipality may, by notice in the Provincial Gazette, provisionally protect a place which it considers to be conservation-worthy, in terms of section 29 and 30 of the National Heritage Resources Act.
- (d) A municipality must notify the South African Heritage Resource Authority in respect of the destruction of a place listed in the heritage register.<sup>274</sup>
- (e) A municipality may mark any place falling within its area of jurisdiction with a badge indicating its status.<sup>275</sup>
- (f) A municipality may designate any area or land to be a heritage area on the grounds of its environmental or cultural interest or the presence of heritage resources, in accordance with section 31 of the National Heritage Resources Act.
- (g) A municipality may erect signage indicating its status at or near a heritage area.<sup>276</sup>
- (h) A municipality is required to notify the heritage resources authority, if the discovery of an archaeological or palaeontological objects or material or a meteorite in the course of development or agricultural activity.<sup>277</sup>
- (i) A municipality may enter into an agreement with the Authority for a world heritage site regarding cultural development or nature conservation within that world heritage site.<sup>278</sup>

**7.6.3. Licensing, permitting and registration**

- (a) A municipality must decide whether to grant consent for the alteration to or development affecting a place listed in the heritage register,<sup>279</sup> or a heritage area.<sup>280</sup>

**7.6.4. Monitoring and enforcement**

**7.6.4.1. Enforcement in municipal forests**

- (a) Municipal forest officers have all the powers vested by law in a police official.<sup>281</sup>

<sup>270</sup> Section 42 of NEM:PAA.

<sup>271</sup> Sections 43(2)(c) and 44 of NEM:BA.

<sup>272</sup> Section 8 of the National Heritage Resources Act.

<sup>273</sup> Section 42 of the National Heritage Resources Act.

<sup>274</sup> Sections 30(10) and 39(3) of the National Heritage Resources Act.

<sup>275</sup> Section 30(13) of the National Heritage Resources Act.

<sup>276</sup> Section 31(8) of the National Heritage Resources Act.

<sup>277</sup> Section 35(3) of the National Heritage Resources Act.

<sup>278</sup> Section 13(1)(r) of the World Heritage Convention Act.

<sup>279</sup> Section 30(11) of the National Heritage Resources Act.

<sup>280</sup> Section 31(7) of the National Heritage Resources Act.

<sup>281</sup> Section 66(3) of the National Forest Act.

- (b) Municipal forest officers has the power:
  - (a) to enter and search as set out in section 66 of the National Forest Act;
  - (b) to seize as set out in section 68 of the National Forest Act; and
  - (c) to arrest as set out in section 69 of the National Forest Act.
- (c) A municipal forest officer must carry with him or her, and produce on request, the prescribed proof of his or her identity as a forest officer.<sup>282</sup>

**7.6.4.2. Enforcement in respect of alien and listed invasive species**

A municipality may be delegated as a competent authority for the control of an alien or a listed invasive species in terms of NEM:BA.<sup>283</sup>

- (a) Where a municipality is delegated as the competent authority in respect of alien and listed invasive species, it may:
  - (i) issue a directive to a person authorised by a permit to carry out a restricted activity involving alien species who has failed to comply with the conditions of the permit or to take all required steps to prevent or minimise harm to biodiversity;<sup>284</sup>
  - (ii) issue a directive to the owner of land on which a listed invasive species occurs who has failed to notify the municipality of the presence of that species, to take steps to control and eradicate the species and prevent it from spreading, or to take all required steps to prevent or minimise harm to biodiversity;<sup>285</sup>
  - (iii) where a person has failed to comply with such directive, implement that directive and recover the costs from that person;<sup>286</sup> and
  - (iv) hold a specific person liable for the costs incurred in the control and eradication of an alien species which has established itself in nature as an invasive species because of the actions of that person.<sup>287</sup>
- (b) Where a municipality is delegated as the competent authority in respect of alien and listed invasive species, it must respond to a request to issue a directive within 30 days.<sup>288</sup>

**7.6.5. Strategic planning**

- (a) If a municipality desires to contribute to biodiversity management, it may submit a draft biodiversity management plan to the Minister for approval for:
  - (i) an ecosystem listed in terms of section 52 or which warrants special conservation protection;
  - (ii) an indigenous species listed in terms of section 56 or which warrants special conservation attention; or
  - (iii) a migratory bird species to give effect to the South Africa's obligations in terms of an international agreement binding on the Republic.<sup>289</sup>
- (b) In developing any biodiversity management plan, municipal IDPs must be taken into consideration,<sup>290</sup> and the plan may not conflict with
  - (i) any environmental implementation or environmental management plan prepared in terms of Chapter 3 of NEMA;
  - (ii) any IDP;
  - (iii) spatial development framework in terms of legislation regulating land-use management, land development and spatial planning administered by national

<sup>282</sup> Section 66(3) of the National Forest Act.

<sup>283</sup> Section 1 of NEM:BA.

<sup>284</sup> Section 69(2) of NEM:BA.

<sup>285</sup> Section 73(3) of NEM:BA.

<sup>286</sup> Sections 69(3) and 73(4) of NEM:BA.

<sup>287</sup> Section 69(4) of NEM:BA.

<sup>288</sup> Section 74 of NEM:BA.

<sup>289</sup> Section 43(1) of NEM:BA.

<sup>290</sup> Section 45(d)(ii) of NEM:BA.

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- government; or
- (iv) any other plans prepared in terms of national or provincial legislation that are affected.<sup>291</sup>
- (c) In respect of its IDP, a municipality must
- (i) align it with the national biodiversity framework and any applicable bioregional plan;<sup>292</sup>
  - (ii) incorporate those provisions of the national biodiversity framework and any applicable bioregional plan that specifically applies to it;<sup>293</sup>
  - (iii) demonstrate how the national biodiversity framework and any applicable bioregional plan will be implemented by the municipality;<sup>294</sup> and
  - (iv) take into account the need for protection of listed ecosystems.<sup>295</sup>
- (d) If a municipality is a management authority of a protected area, it must incorporate into its management plan an invasive species control and eradication strategy.<sup>296</sup>
- (e) A municipality must prepare an invasive species monitoring, control and eradication plan for land under its control, as part of its IDP, in terms of section 76(4).<sup>297</sup>

*Note: Section 76(2)(a) of NEM:BA requires such plan to be prepared as part of environmental plans made in terms of section 11 of NEMA. However, in terms of section 11 of NEMA, it is the national and provincial government who must prepare such plans. The above is the most reasonable interpretation of this section.*

#### 7.6.6. Consultation

##### 7.6.6.1. Inter-governmental consultation

- (a) A municipality may request the Minister to determine a region as a bioregion and to publish a bioregional plan for that region.<sup>298</sup>
- (b) A municipality may receive assistance from SANBI:
  - (i) on request from the Minister, in preparing its invasive species monitoring, control and eradication plan;<sup>299</sup> or
  - (ii) In respect of the alignment of their biodiversity management plans with the national biodiversity framework and any applicable bioregional plan.<sup>300</sup>
- (c) A municipality may participate in consultative processes initiated by the Minister or relevant MEC in respect of the declaration, withdrawal or exclusion of protected areas within the area of the municipality.<sup>301</sup>
- (d) A municipality must be consulted by the Minister before issuing norms and standards and setting indicators for provincial or local protected areas.<sup>302</sup>
- (e) The Minister is required to consult with a municipality regarding the declaration of any protected areas within the municipality's area of jurisdiction.<sup>303</sup>
- (f) A municipality may agree with a management authority of a nature reserve that the management authority provide any service for the nature reserve that the municipality is mandated to provide.<sup>304</sup>

<sup>291</sup> Section 48(1) of NEM:BA.

<sup>292</sup> Section 48(2) of NEM:BA.

<sup>293</sup> Section 48(2) of NEM:BA.

<sup>294</sup> Section 48(2) of NEM:BA.

<sup>295</sup> Section 54 of NEM:BA.

<sup>296</sup> Section 76(1) of NEM:BA.

<sup>297</sup> Section 76(2) of NEM:BA.

<sup>298</sup> Section 40(2)(b) of NEM:BA.

<sup>299</sup> Section 76(3) of NEM:BA.

<sup>300</sup> Section 48(3)(b) of NEM:BA.

<sup>301</sup> Sections 31 and 32 of NEM:PAA.

<sup>302</sup> Section 11(2)(a) of NEM:PAA.

<sup>303</sup> Section 31(b)(ii) of NEM:PAA.

- (g) A municipality must be notified by the Minister responsible for forests when declaring a forest nature reserve, a forest wilderness area or any other type of protected area.<sup>305</sup>
- (h) Municipalities must, together with heritage resources authorities, co-ordinate and promote the presentation and use of places of cultural significance and heritage resources for public enjoyment, education, research and tourism which form part of the national estate and for which they are responsible in accordance with section 44 of the National Heritage Resources Act.
- (i) A municipality may make submissions to the Minister responsible for arts and culture regarding a proposed order of no development.<sup>306</sup>
- (j) A relevant municipality is entitled to be consulted by the Minister responsible for arts and culture regarding the declaration or establishment of an Authority for the management of a world heritage site.<sup>307</sup>

7.6.6.2. Institutional arrangements

- (a) A municipal representative may be admitted as an observer by the National Forests Advisory Council of a committee of the Council.<sup>308</sup>
- (b) Municipal forest officers may be appointed by the Director-General of the department responsible for forests.<sup>309</sup>
- (c) A municipal representative may sit on the Board of an Authority which manages a word heritage site.<sup>310</sup>

**7.6.7. General**

7.6.7.1. Reporting

- (a) If a municipality is a management authority of a protected area, it must at regular intervals prepare and submit to the Minister or relevant MEC a report on the status of any listed invasive species that occur in that area, as per the requirements of section 77(2) of NEM:BA.<sup>311</sup>

**7.7. Marine and coastal management**

“Beaches” is listed in Part B of Schedule 5 of the Constitution as a function of municipalities. Accordingly, the management of beaches is the constitutional responsibility of local government. Importantly, the constitutional competence for “marine” matters lie solely with national government, responsibilities for coastal management are shared between all three spheres. The powers and functions of municipalities in respect of coastal management (wider than the scope of “beaches”) are largely further assigned through the National Environmental Management: Integrated Coastal Management Act, 24 of 2008

<sup>304</sup> Regulation 4 of the Regulations for the Proper Administration of Nature Reserves.

<sup>305</sup> Section 9(2)(vi) of the National Forest Act.

<sup>306</sup> Section 51(10) of the National Heritage Resources Act.

<sup>307</sup> Section 7,8 and 9 of the World Heritage Convention Act.

<sup>308</sup> Section 37(2) of the National Forest Act.

<sup>309</sup> Section 65 of the National Forest Act.

<sup>310</sup> Section 14(4)(k) of the World Heritage Convention Act.

<sup>311</sup> Section 77(1) of NEM:BA.

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("NEM:ICMA), which is the primary legislation regulating coastal management in South Africa.

In respect of coastal management, challenges facing the sector are primarily related to minimising pressure on the coastal zone from human activities. Goals in this sector which are related the performance by municipalities include:

- (i) developing and implementing integrated coastal planning and management systems;
- (ii) increasing control of unsustainable coastal developments;

The specific powers and functions of municipalities are set out below. When implementing legislation that regulates the planning or development of land, a municipality must apply that legislation in relation to land in the coastal protection zone in a way that gives effect to the purposes for which the protection zone is established.<sup>312</sup>

Take note that in relation to the implementation of a provision of NEM:ICMA in an area which falls within both a local municipality and a district municipality, "municipality" refers to the district municipality unless the district municipality has assigned the implementation of that provision in that area to the local municipality.<sup>313</sup>

Take note further that NEM:ICMA makes provision for the delegation of any power or duty assigned to the Minister or the MEC to any organ of state, and therefore to any municipality, by agreement.<sup>314</sup>

**Table 9: High-level overview of municipal roles and responsibilities pertaining to marine and coastal management**

Type of function	Description	Municipal category
<b>Law-making</b>	<ul style="list-style-type: none"> <li>• Adoption of by-laws for                             <ul style="list-style-type: none"> <li>• beaches;</li> <li>• coastal access land;</li> <li>• estuarine management plans;</li> <li>• coastal management programme;</li> <li>• coastal planning scheme (if part of land use scheme)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• District and metropolitan (unless assigned to local)</li> </ul>

<sup>312</sup> Section 62(1), read with section 17 or NEM:ICMA.

<sup>313</sup> Definition of "municipality" in section 1 of NEM:ICMA.

<sup>314</sup> Section 89 and 91 of NEM:ICMA.

	<ul style="list-style-type: none"> <li>• Delineation of coastal boundary and coastal management lines</li> <li>• Adoption of coastal planning scheme</li> </ul>	<ul style="list-style-type: none"> <li>• District and metropolitan (unless assigned to local)</li> <li>• District and metropolitan (unless assigned to local)</li> </ul>
<b>Provision of services</b>	<ul style="list-style-type: none"> <li>• Provision of coastal access land and coastal public property</li> <li>• Provision of facilities that promote access to coastal public property</li> <li>• Activities in coastal waters</li> </ul>	<ul style="list-style-type: none"> <li>• District and metropolitan (unless assigned to local)</li> <li>• District and metropolitan (unless assigned to local)</li> <li>• District and metropolitan (unless assigned to local)</li> </ul>
<b>Permitting, licensing and registration</b>	<ul style="list-style-type: none"> <li>• Ensuring that land development / land use approval secures public access to coastal public property</li> </ul>	<ul style="list-style-type: none"> <li>• District and metropolitan (unless assigned to local)</li> </ul>
<b>Monitoring and enforcement</b>	<ul style="list-style-type: none"> <li>• Enforcement by environmental management inspectors</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> </ul>
<b>Strategic planning</b>	<ul style="list-style-type: none"> <li>• Alignment of IDP with other plans, policies etc.</li> <li>• Adoption of municipal coastal management programme (may form part of IDP and SDF), aligned with national and provincial coastal management programme</li> <li>• Inclusion of coastal access land in spatial development framework (SDF)</li> <li>• Adoption of estuarine management plan, which must be included in municipal coastal management programme and/or IDP</li> </ul>	<ul style="list-style-type: none"> <li>• District and metropolitan (unless assigned to local)</li> <li>• District and metropolitan (unless assigned to local)</li> <li>• All</li> <li>• All</li> </ul>
<b>Consultation requirements</b>	<ul style="list-style-type: none"> <li>• Step-in powers of province in respect of coastal access land</li> </ul>	<ul style="list-style-type: none"> <li>• District and metropolitan (unless assigned to local)</li> </ul>

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	<ul style="list-style-type: none"> <li>• Consultation by municipality with MEC in respect of coastal management lines</li> <li>• Notification to Registrar of Deeds of coastal boundary determination</li> <li>• Public and inter-governmental consultation in respect of coastal management programme and estuarine management plans</li> <li>• Consultation to resolve conflicts in terms of NEM:ICMA</li> </ul>	<ul style="list-style-type: none"> <li>• All local)</li> <li>• District and metropolitan (unless assigned to local)</li> <li>• All</li> <li>• All</li> </ul>
<b>General</b>	<ul style="list-style-type: none"> <li>• Representative on National Coastal Committee and Provincial Coastal Committee</li> <li>• Establishment of municipal coastal committees (discretionary)</li> <li>• Reporting to MEC relating to implementation of responsibilities for coastal access land</li> <li>• Reporting to Minister in respect of estuarine management plan</li> <li>• Provision of compensation in respect of determination of coastal boundaries</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> <li>• District and metropolitan</li> <li>• District and metropolitan (unless assigned to local)</li> <li>• All</li> <li>• District and metropolitan (unless assigned to local)</li> </ul>

**Box 6: Municipal roles and responsibilities relating to marine and coastal management**

**7.7.1. Law-making**

- (a) Municipalities may make and administer by-laws relating to “beaches” generally.<sup>315</sup>
- (b) A municipality whose area includes coastal public property must make a by-law that designates strips of land as coastal access land in order to secure public access to that coastal public property.<sup>316</sup>  
*Note: This should have been done by 1 December 2013*
- (c) A municipality may make by-laws relating to:<sup>317</sup>
  - (i) signposting of entry points to that coastal access land;<sup>318</sup>
  - (ii) the control of the use of, and activities on, coastal access land;<sup>319</sup>

<sup>315</sup> Section 156(1) and (2) of the Constitution, read with Part B of Schedule 5.

<sup>316</sup> Section 18(1) of NEM:ICMA.

<sup>317</sup> Section 20(2), read with section 20(1) of NEM:ICMA.

<sup>318</sup> Section 20(1)(a) of NEM:ICMA.

<sup>319</sup> Section 20(1)(b) of NEM:ICMA.

- (iii) the protection and enforcement of the rights of the public to use that land to gain access to coastal public property;<sup>320</sup>
  - (iv) the maintenance of coastal access land so as to ensure that the public has access to the relevant coastal public property;<sup>321</sup>
  - (v) facilities that promote access to coastal public property, including parking areas, toilets, boardwalks and other amenities, taking into account the needs of physically disabled persons;<sup>322</sup>
  - (vi) ensuring that the provision and use of coastal access land and associated infrastructure do not cause adverse effects to the environment;<sup>323</sup>
  - (vii) the removal of any public access servitude that is causing or contributing to adverse effects that the municipality is unable to prevent or to mitigate adequately;<sup>324</sup>
  - (viii) the indication of all coastal access land in any municipal coastal management programme and in any municipal spatial development framework;<sup>325</sup>
  - (ix) any other actions that may be prescribed by regulation under NEM:ICMA.<sup>326</sup>
- (d) Municipalities may, on their own initiative or in response to a request from an organ of state or any other interested and affected party, withdraw the designation of any land as coastal access land.<sup>327</sup>
- (e) Before designating or withdrawing the designation of land as coastal access land, municipalities must:
- (i) assess the potential environmental impacts of doing so;
  - (ii) consult with interested and affected parties in accordance with section 53 of NEM:ICMA; and
  - (iii) give notice of the intended designation or withdrawal of the designation to the owner of that land.<sup>328</sup>
- (f) Where land is to be designated as coastal access land is situated within a port or harbour, defence of other strategic facility, municipalities must obtain the consent from the Minister.<sup>329</sup>
- (g) A local municipality within whose area of jurisdiction a coastal management line has been established must delineate the coastal management line on a map or maps that form part of its zoning scheme.<sup>330</sup>
- (h) Municipalities may determine or adjust the coastal boundaries of coastal access land if the coastal boundary is uncertain or undefined, is subject to disputing claims or has shifted due to natural or artificial processes, or the municipality on reasonable grounds believes that the objects of NEM:ICMA will be achieved more effectively by doing so.<sup>331</sup>
- Before determining or adjusting coastal boundaries, the municipality must
- (i) give interested and affected parties an opportunity to make representations in accordance with section 53 of NEM:ICMA;
  - (ii) take into account any representations from interested and affected parties, the interests of any affected local communities and any applicable coastal management

<sup>320</sup> Section 20(1)(c) of NEM:ICMA.

<sup>321</sup> Section 20(1)(d) of NEM:ICMA.

<sup>322</sup> Section 20(1)(e) of NEM:ICMA.

<sup>323</sup> Section 20(1)(f) of NEM:ICMA.

<sup>324</sup> Section 20(1)(g) of NEM:ICMA.

<sup>325</sup> Section 20(1)(h) of NEM:ICMA.

<sup>326</sup> Section 20(1)(i) of NEM:ICMA.

<sup>327</sup> Section 18(5) of NEM:ICMA.

<sup>328</sup> Section 19 of NEM:ICMA.

<sup>329</sup> Section 19 of NEM:ICMA.

<sup>330</sup> Section 25(3) of NEM:ICMA.

<sup>331</sup> Section 26(1)(a) of NEM:ICMA.

programme; and  
(iii) comply with any other prescribed requirements.<sup>332</sup>  
*Note: Currently, no further requirements have been prescribed under NEM:ICMA.*

Before determining or adjusting coastal boundaries, the municipality may authorise any person to enter land without a warrant to conduct a survey, gather data, undertake an environmental assessment, erect a beacon or taken any other necessary steps in accordance with section 30 of NEM:ICMA. Where the owner of the land or premises has refused entrance or cannot be found, the municipality may apply to the High Court for an appropriate order.

Considerations to be taken into account by the municipality are set out in section 29 of NEM:ICMA.

(i) A local municipality within whose area of jurisdiction a coastal boundary is situated (whether determined or adjusted by the Minister and MEC or the municipality) must delineate the coastal boundary on a map or maps that form part of its zoning scheme.<sup>333</sup>

(j) Municipalities may, where relevant, make by-laws to implement an estuarine management plan.<sup>334</sup>

(k) A municipality may make by-laws to provide for the implementation, administration and enforcement of its coastal management programme.<sup>335</sup>

(l) A municipality may establish a coastal planning scheme<sup>336</sup> which may form, and be enforced as part of, the municipal land use scheme adopted by the municipality,<sup>337</sup> in accordance with the requirements of section 56(2) of NEM:ICMA. However, it may not establish a coastal planning scheme for:

- (i) an area of coastal public property which is established to protect and control the use of marine living resources or to implement national norms or standards; or
- (ii) an area of the coastal zone that straddles the border between two provinces, or adjoins or straddles the borders of the Republic of South Africa; or
- (iii) coastal protected areas.

The establishment of coastal planning schemes by municipalities must be in consultation with the relevant MEC and any authority that is responsible for managing an area to which the planning scheme applies.<sup>338</sup>

Consent from the Minister of Environmental Affairs must be obtained if the scheme applies to an area that extends into the sea further than 500 metres from the high-water mark or affects that protection or use of marine living resources.<sup>339</sup>

Consent from the relevant Minister responsible for navigation of vessels on the sea or vessels entering or leaving a port or harbour must be obtained if the scheme affects or restricts such vessels.<sup>340</sup>

(m) A municipality may not adopt a land use scheme that is inconsistent with a coastal planning scheme.<sup>341</sup>

**7.7.2. Provision of services**

<sup>332</sup> Section 26(4) of NEM:ICMA.

<sup>333</sup> Section 31 of NEM:ICMA.

<sup>334</sup> Section 34(1)(c) of NEM:ICMA.

<sup>335</sup> Section 50 of NEM:ICMA.

<sup>336</sup> A coastal planning scheme facilitates the attainment of coastal management objectives by

- (a) Defining areas within the coastal zone or coastal management area which may-
  - (i) be used exclusively or mainly for specified purposes or activities; or
  - (ii) not be used for specified purposes or activities; and
- (b) prohibiting or restricting activities or uses of areas that do not comply with rules of the scheme.  
(section 56(1) of NEM:ICMA.

<sup>337</sup> Section 57(1) of NEM:ICMA.

<sup>338</sup> Section 56(3)(d) of NEM:ICMA.

<sup>339</sup> Section 56(5)(a) of NEM:ICMA.

<sup>340</sup> Section 56(5)(b) of NEM:ICMA.

<sup>341</sup> Section 57(2)(a) of NEM:ICMA.

- (a) Municipalities must implement by-laws designating coastal access land subject to any prohibitions or restrictions in terms of section 13(2) of NEM:ICMA, national and provincial coastal management programmes, and any other applicable national and provincial legislation.<sup>342</sup>
  - (b) Municipalities must signpost entry points to that coastal access land.<sup>343</sup>
  - (c) Municipalities must control the use of, and activities on, that land.<sup>344</sup>
  - (d) Municipalities must protect and enforce the rights of the public to use that land to gain access to coastal public property.<sup>345</sup>
  - (e) Municipalities must maintain that land so as to ensure that the public has access to the relevant coastal public property.<sup>346</sup>
  - (f) Municipalities must, where appropriate and within its available resources, provide facilities that promote access to coastal public property, including parking areas, toilets, boardwalks and other amenities, taking into account the needs of physically disabled persons.<sup>347</sup>
  - (g) Municipalities must ensure that the provision and use of coastal access land and associated infrastructure does not cause adverse effects to the environment.<sup>348</sup>
  - (h) Municipalities must remove any public access servitude that is causing or contributing to adverse effects that the municipality is unable to prevent or to mitigate adequately.<sup>349</sup>
  - (i) Municipalities must perform any other actions that may be prescribed by regulation under NEM:ICMA.<sup>350</sup>
- Note: No other actions have been prescribed to date.*
- (j) Where a municipality is legally responsible for controlling or managing any activity on or in coastal waters, such activity must be controlled or managed in the interests of the whole community and in accordance with South Africa's obligations under international law.<sup>351</sup>
  - (k) A municipality may administer its coastal management programme.<sup>352</sup>
  - (l) A municipality may implement its coastal planning scheme.<sup>353</sup>

#### **7.7.3. Licensing, permitting and registration**

- (a) When approving the rezoning, subdivision or development of a land unit within or abutting on coastal public property, municipalities must ensure that adequate provision is made in the conditions of approval to secure public access to that coastal property.

#### **7.7.4. Monitoring and enforcement**

*See powers of environmental management inspectors under paragraph Error! Reference source not found. above.*

<sup>342</sup> Section 13(2) of NEM:ICMA allows prohibitions or restriction on access to, or the use of, any part of coastal public property

- (a) which is or forms part of a protected area;
- (b) to protect the environment, including biodiversity;
- (c) in the interests of the whole community;
- (d) in the interests of national security; or
- (e) in the national interest.

<sup>343</sup> Section 20(1)(a) of NEM:ICMA.

<sup>344</sup> Section 20(1)(b) of NEM:ICMA.

<sup>345</sup> Section 20(1)(c) of NEM:ICMA.

<sup>346</sup> Section 20(1)(d) of NEM:ICMA.

<sup>347</sup> Section 20(1)(e) of NEM:ICMA.

<sup>348</sup> Section 20(1)(f) of NEM:ICMA.

<sup>349</sup> Section 20(1)(g) of NEM:ICMA.

<sup>350</sup> Section 20(1)(i) of NEM:ICMA.

<sup>351</sup> Section 21 of NEM:ICMA.

<sup>352</sup> Section 50 of NEM:ICMA.

<sup>353</sup> Section 56(3) of NEM:ICMA.

**7.7.5. Strategic planning**

- (a) Municipalities must describe or otherwise indicate all coastal access land in any municipal coastal management programme and in any municipal spatial development framework prepared in terms of the Municipal Systems Act <sup>354</sup>
- (b) Where an estuary falls within the boundary of a single local municipality, but not within the boundaries of a protected area or is identified as part of the protected area expansion strategy, the local municipality must develop an estuarine management plan, in accordance with the estuarine management protocol, in consultation with the relevant government departments. <sup>355</sup>
- (c) Where an estuary falls within the boundaries of more than one local municipality, and within the boundaries of a district municipality, that district municipality must either
  - (i) develop an estuarine management plan, in consultation with affected local municipalities, provincial and national government departments; or
  - (ii) enter into written agreements with relevant local municipalities that the latter will be responsible for developing an estuarine management plan. Copies of such agreements must be submitted to relevant provincial environmental department responsible for coastal management within 30 days of entering into the agreement. <sup>356</sup>
- (d) Where an estuary is within a protected area or is identified as a part of a protected area expansion strategy, if a municipality is the management authority responsible for the protected area, it must develop an estuarine management plan in consultation with relevant government departments. <sup>357</sup>
- (e) A municipality must incorporate its estuarine management plan into its municipal coastal management programme or IDP. <sup>358</sup>
- (f) A coastal municipality must prepare and adopt a municipal coastal management programme for managing the coastal zone or specific parts of the coastal zone in the municipality, which must contain those requirements as set out in section 49 of NEM:ICMA. <sup>359</sup>

*Note: This was to be done by 30 November 2013.*

- (g) A coastal municipality must review its coastal management programme at least once every five years. <sup>360</sup>
- (h) A coastal municipality may when necessary amend its coastal management programme, including:
  - (i) after the resolution of a conflict between a coastal management programme and other statutory plan; and <sup>361</sup>
  - (ii) where the municipality receives notice from the relevant MEC where the MEC believes that the municipal coastal management programme does not meet the requirements of NEM:ICMA, in which case the same procedure used to prepare and adopt the programme must be followed and can only be adopted with the consent of the MEC. <sup>362</sup>
- (i) A municipality may prepare and adopt a coastal management programme as part of its IDP and spatial development framework. <sup>363</sup>
- (j) A municipality must ensure that any programmes or plans in terms of NEMA or any specific environmental management Act, its IDP and any municipal land development plan are aligned with, contain provisions of, and give effect to the national coastal

<sup>354</sup> Section 20(1)(h) of NEM:ICMA.

<sup>355</sup> Section 33(3)(e) of NEM:ICMA, read with the para 5.1 of the National Estuarine Management Protocol.

<sup>356</sup> Section 33(3)(e) of NEM:ICMA, read with the para 5.2 of the National Estuarine Management Protocol.

<sup>357</sup> Section 33(3)(e) of NEM:ICMA, read with the para 5.5 of the National Estuarine Management Protocol.

<sup>358</sup> Section 34(2) of NEM:ICMA, read with the para 9.2 of the National Estuarine Management Protocol.

<sup>359</sup> Section 48(1)(a) of NEM:ICMA.

<sup>360</sup> Section 48(1)(b) of NEM:ICMA.

<sup>361</sup> Sections 48(1)(c) and 52(7) of NEM:ICMA.

<sup>362</sup> Section 55(4) of NEM:ICMA.

<sup>363</sup> Section 48(4) of NEM:ICMA.

management programme and any applicable provincial coastal management programme.<sup>364</sup>

- (k) A municipality must ensure that its IDP is consistent with:
- (i) an environmental implementation plan or environmental management plan prepared in terms of Chapter 3 of NEMA;
  - (ii) any applicable IDP;
  - (iii) the national biodiversity framework and a bioregional plan in terms of NEM:BA;
  - (iv) a municipal (where applicable) or provincial land development plan;
  - (v) a provincial strategic policy and plan concerned with promoting sustainable development; and
  - (vi) the national estuarine management protocol.<sup>365</sup>

(l) Where a municipality develops a biodiversity conservation plan, it must align with norms and standards determined in the national biodiversity framework, if any.<sup>366</sup>

*Note: Currently, the 2009 National Biodiversity Framework does not set norms and standards for biodiversity conservation plans.*

(m) Where a conflict has been resolved between a municipal coastal management programme and another statutory plan, if necessary, appropriate amendments must be made to such plan or plans.<sup>367</sup>

#### 7.7.6. Consultation

##### 7.7.6.1. Inter-governmental consultation

- (a) Should the municipality fail to designate coastal access land through its by-laws, the MEC or the Minister are empowered to designate coastal access land. In these circumstances, the municipality will be afforded the opportunity to and the municipality may make representations.<sup>368</sup>
- (b) The municipality may consult with the relevant MEC regarding the establishment or amendment of coastal management lines by that MEC. Before making or amending a notice in the Government Gazette establishing or amending coastal management lines, the MEC must consult with any local municipality within whose area the coastal management line is or will be situated.<sup>369</sup>
- (c) Municipalities must notify the Registrar of Deeds in writing whenever a coastal boundary has been determined or adjusted in terms of section 26(1) or an area or land has been demarcated in terms of section 26(2) (as may be appropriate).<sup>370</sup>
- (d) Where an estuary falls within the boundary of a single local municipality, the local municipality must develop the estuarine management plan in consultation with the relevant government departments.<sup>371</sup>
- (e) Where an estuary falls within the boundaries of more than one local municipality, the district municipality must develop the estuarine management plan in consultation with the affected local municipalities and national government departments.<sup>372</sup>

<sup>364</sup> Section 51 of NEM:ICMA.

<sup>365</sup> Section 52(1) and (4) of NEM:ICMA.

<sup>366</sup> Section 39(2) of NEM:BA.

<sup>367</sup> Section 52(7) of NEM:ICMA.

<sup>368</sup> Section 18(6) – (8) of NEM:ICMA.

<sup>369</sup> Section 25(2)(a) of NEM:ICMA.

<sup>370</sup> Section 32(1) of NEM:ICMA. The notification to the Registrar of Deeds must include the information set out in section 32(2) of NEM:ICMA.

<sup>371</sup> Section 33(3)(e) of NEM:ICMA, read with para 5.1 of the National Estuarine Management Protocol.

<sup>372</sup> Section 33(3)(e) of NEM:ICMA, read with para 5.2 of the National Estuarine Management Protocol.

- (f) Where an estuary falls within the boundary of more than one district municipality, affected district municipalities must be consulted by the provincial environmental department in developing the estuarine management plan.<sup>373</sup>
- (g) Where an estuary crosses the boundaries between provinces, the affected district municipalities must be consulted by the national Department of Environmental Affairs in developing the estuarine management plan.<sup>374</sup>
- (h) Where an estuary is within a protected area or is identified as a part of a protected area expansion strategy, the management authority responsible for the protected area must develop an estuarine management plan in consultation with relevant government departments.<sup>375</sup>
- (i) Where an estuary is in a harbour, relevant municipalities must be consulted by DEA in developing the estuarine management plan.<sup>376</sup>
- (j) If there is a conflict between the provisions of a coastal management programme and the provisions of another statutory plan (as referred to in paragraph 5.8.5 **Error! Reference source not found.**), the person responsible for ensuring consistency must discuss the conflict with the relevant organ of state responsible for that statutory plan in order to resolve the conflict. Conflicts must be resolved in a manner that best promotes the objects NEM:ICMA. Failing resolution, the conflict must be dealt with in accordance with Chapter 4 of NEMA.<sup>377</sup>
- (k) On initiation from the management authority of a special management area, a municipality must consult with that management authority in respect of the establishment of a coastal management scheme for that special management scheme.<sup>378</sup>

#### 7.7.6.2. Public consultation

- (a) A municipality who must develop an estuarine management plan must follow a public participation process in accordance with section 53 of NEM:ICMA and the National Estuarine Management Protocol.<sup>379</sup>
- (b) Before adopting a municipal coastal management programme, the municipality must either
  - (i) by notice in the Government Gazette invite members of the public to submit written representations on or objections to the programme in accordance with the procedure set out in Chapter 4 of the Municipal Systems Act,<sup>380</sup> or
  - (ii) where a municipal coastal management programme is prepared and adopted as part of that municipality's IDP, compliance with the public participation requirements of the Municipal Systems Act in respect of that IDP is sufficient.
- (c) A municipality must within 60 days of the adoption of the municipal coastal management programme or of any substantial amendment to it, give notice to the public in accordance with section 48(3).<sup>381</sup>

#### **7.7.7. General**

##### 7.7.7.1. Institutional arrangements

<sup>373</sup> Section 33(3)(e) of NEM:ICMA, read with para 5.3 of the National Estuarine Management Protocol.

<sup>374</sup> Section 33(3)(e) of NEM:ICMA, read with para 5.4 of the National Estuarine Management Protocol.

<sup>375</sup> Section 33(3)(e) of NEM:ICMA, read with para 5.5 of the National Estuarine Management Protocol.

<sup>376</sup> Section 33(3)(e) of NEM:ICMA, read with para 5.5 of the National Estuarine Management Protocol.

<sup>377</sup> Section 52(5) and (6) of NEM:ICMA.

<sup>378</sup> Section 56(3)(e) of NEM:ICMA.

<sup>379</sup> Section 34(1)(a) of NEM:ICMA.

<sup>380</sup> Section 48(2) of NEM:ICMA.

<sup>381</sup> Section 48(3) of NEM:ICMA.

- (a) A municipality may, when invited by the National Coastal Committee as the need arises, have a representative participate in proceedings of the National Coastal Committee.<sup>382</sup>
- (b) One or more members of a municipality in the coastal zone must form part of the Provincial Coastal Committee.<sup>383</sup>
- (c) Each metropolitan municipality and each district municipality that has jurisdiction over any part of the coastal zone may establish a coastal committee and may determine its powers, in accordance with section 42(3) and (4) of NEM:ICMA.
- (d) Each local municipality that has jurisdiction over any part of the coastal zone **may** establish a coastal committee for the municipality and determine its powers, in accordance with section 42(3) and (4) of NEM:ICMA.

7.7.7.2. Reporting

- (a) Municipalities must have reported to the relevant provincial MECs on the measures taken to implement their responsibilities relating to coastal access land.<sup>384</sup>
- (b) Municipalities who are responsible for developing estuarine management plans **must** submit an annual report to the Minister on the implementation of the plan, the legislation and any other matter which the Minister may prescribe.<sup>385</sup> This report must be tabled in Parliament annually.<sup>386</sup>

*Note: To date, no "other matters" have been prescribed in terms of this section.*

7.7.7.3. Financial

- (a) Municipalities must compensate an owner of land or premises for any damage, or repair any damage, arising from any act performed or exercise of any power relating to the determining or adjusting a coastal boundary by the municipality under section 30 of NEM:ICMA.<sup>387</sup>

## 7.8. Water and sanitation

South Africa is facing increasing challenges to its water resources, but also faces challenges in providing water services, including basic water services.<sup>388</sup> The protection of such water resources is governed primarily through the National Water Act, 36 of 1998, whilst the provision of water services is regulated primarily in terms of the Water Services Act, 108 of 1997.

Local government is assigned specific roles and responsibilities relating to the provision of water services, which includes both the provision of water supply (potable and non-

<sup>382</sup> Section 36(2B) of NEM:ICMA.

<sup>383</sup> Section 40(2)(b)(ii) of NEM:ICMA.

<sup>384</sup> Section 20(1)(j) of NEM:ICMA.

<sup>385</sup> Section 34(1)(d) of NEM:ICMA.

<sup>386</sup> Section 34(3) of NEM:ICMA.

<sup>387</sup> Section 30(4), read with section 30(1) of NEM:ICMA.

<sup>388</sup> M Swart "Water services provision and the protection of water resources" in A du Plessis (ed) *Environmental Law and Local Government in South Africa* (2015) p 445.

potable) and sanitation services. In Part B of Schedule 4 of the Constitution, local government is given responsibility for “water and sanitation services limited to potable water systems and domestic waste water and sewage disposal systems”. Municipalities are therefore required to ensure the provision of water and waste-water services in a sustainable manner. In providing such services, municipalities must ensure that water resources are used responsibly.

Although water resources generally fall within the national government competence (and catchment management agencies, as these are established), and only minimal water resource management functions are assigned to local government, other local government roles and responsibilities are directly linked to such water resources. For example, a failure to manage solid waste or sewage may lead to pollution of a water resource. Furthermore, in providing water services, municipalities are also required to be licensed or otherwise authorised in terms of the requirements of the National Water Act. The interconnectedness between the water resource protection and the provision of water services and the varying roles players involved does lead to some conflict and tension.<sup>389</sup>

In respect of water services, the roles and responsibilities are divided between district and local municipalities. District municipalities are responsible for potable water supply systems and domestic water-water and sewage disposal systems. The Water Services Act allocates the primary responsibility for water services to the water services authority which is defined as “any municipality ... responsible for ensuring access to water services”. Accordingly, the water services authority may be a local municipality to whom the responsibility for water services has been allocated.

The roles and responsibilities in respect of water and sanitation are set out below.

Table 10: High-level overview of municipal roles and responsibilities pertaining to water and sanitation

Type of function	Description	Municipal category
<b>Law-making</b>	<ul style="list-style-type: none"> <li>Adoption of by-laws for water services, including standards and tariffs, water services intermediaries, industrial use of</li> </ul>	<ul style="list-style-type: none"> <li>All</li> </ul>

<sup>389</sup> M Swart “Water services provision and the protection of water resources” in A du Plessis (ed) *Environmental Law and Local Government in South Africa* (2015) p 445.

	water and industrial effluent.	
<b>Provision of services</b>	<ul style="list-style-type: none"> <li>• Access to water services – access to basic water supply and sanitation</li> <li>• Compliance with national standards and measures to conserve water</li> <li>• Provision of water services <ul style="list-style-type: none"> <li>• by municipality;</li> <li>• by another water services provider;</li> <li>• joint ventures</li> </ul> </li> <li>• Establishment and operation of domestic wastewater and sewage disposal systems</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> <li>• Water services authority</li> <li>• Water services authority</li> <li>• District and metropolitan</li> </ul>
<b>Permitting, licensing and registration</b>	<ul style="list-style-type: none"> <li>• Approval for water services provider</li> <li>• Approval for use of water from another source</li> <li>• Approval for industrial use of water</li> </ul>	<ul style="list-style-type: none"> <li>• Water services authority</li> <li>• Water services authority</li> <li>• Water services authority</li> </ul>
<b>Monitoring and enforcement</b>	<ul style="list-style-type: none"> <li>• Monitoring of water services</li> <li>• Enforcement powers under Water Services Act</li> </ul>	<ul style="list-style-type: none"> <li>• Water services authority</li> <li>• Water services authority</li> </ul>
<b>Strategic planning</b>	<ul style="list-style-type: none"> <li>• Adoption of water services development plan</li> </ul>	<ul style="list-style-type: none"> <li>• Water services authority</li> </ul>
<b>Consultation requirements</b>	<ul style="list-style-type: none"> <li>• Provision of comment regarding catchment management strategy, declaration of controlled activities, establishment and general conditions of a water board</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> </ul>
<b>General</b>	<ul style="list-style-type: none"> <li>• Representation on governing board of catchment management agency</li> <li>• Setting of tariffs for water services</li> <li>• Reporting on implementation of development plan</li> <li>• Provision of information to Minister</li> </ul>	<ul style="list-style-type: none"> <li>• All</li> <li>• Water services authority</li> <li>• Water services authority</li> <li>• All</li> </ul>

**Box 7: Municipal roles and responsibilities relating to water and sanitation**

**7.8.1. Law making**  
(a) A municipality must make by-laws which:  
(i) must contain the conditions for the provision of water services, which  
i. may place limits on the areas to which water services will be provided according to the nature, topography, zoning and situation of the land in question;

- ii. may provide for the limitation or discontinuation of water services where a consumer fails to meet his or her obligations to the water services provider, including a failure to pay for services or a failure to meet other conditions for the provision of services;
  - iii. may place an obligation on a payment defaulter to pay a higher deposit and/or to pay a reconnection fee after disconnection of water services;
  - iv. may require a payment defaulter to pay a higher tariff for water services, where that defaulter gains access to water services through a communal water services work and the provision thereof cannot be disconnected or limited without other consumers being prejudiced;
  - v. may provide for the general limitation or discontinuation of water services where national disasters cause disruptions in the provision of services, or sufficient water is not available for any other reason;
  - vi. may include an option to retain limited access to at least basic water supply or basic sanitation for a consumer whose water services are to be discontinued; and
  - vii. must be accessible to consumers and potential consumers; and
- (ii) must provide for:
- i. the standard of the services;
  - ii. the technical conditions of supply, including quality standards, units or standards of measurement, the verification of meters, acceptable limits of error and procedures for the arbitration of disputes relating to the measurement of water services provided;
  - iii. the installation, alteration, operation, protection and inspection of water services works and consumer installations;
  - iv. the determination and structure of tariffs in accordance with section 10;
  - v. the payment and collection of money due for the water services;
  - vi. the circumstances under which water services may be limited or discontinued and the procedure for such limitation or discontinuation; and
  - vii. the prevention of unlawful connections to water services works and the unlawful or wasteful use of water.<sup>390</sup>
- (iii) may require the registration of water services intermediaries or classes of such intermediaries within its area of jurisdiction;<sup>391</sup>
- (iv) may set minimum standards and tariffs for water services provided by a water services intermediary.<sup>392</sup>
- (b) A municipality which provides water for industrial use or controls a system through which industrial effluent is disposed of, must make bylaws providing for at least—
- (i) the standards of service;
  - (ii) the technical conditions of provision and disposal;
  - (iii) the determination and structure of tariffs;
  - (iv) the payment and collection of money due; and
  - (v) the circumstances under which the provision and disposal may be limited or prohibited.<sup>393</sup>
- (c) A municipality may be guided by model by-laws provided by the Minister for Water and Sanitation.<sup>394</sup>
- 7.8.2. Provision of services**
- 7.8.2.1. General
- (a) A municipality must progressively ensure efficient, affordable, economical and

<sup>390</sup> Section 21(1) and (2) of the WSA.

<sup>391</sup> Section 24 of the WSA.

<sup>392</sup> Section 25 of the WSA.

<sup>393</sup> Section 21(3) of the WSA.

<sup>394</sup> Section 21(4) of the WSA.

- sustainable access to water services to all consumers or potential consumers in its area of jurisdiction,<sup>395</sup> subject to limitations set out in section 11(2) of the WSA and any reasonable limitations imposed by it, and taking into account:
- (i) alternative ways of providing access to water services;
  - (ii) the need for regional efficiency;
  - (iii) the need to achieve benefit of scale;
  - (iv) the need for low costs;
  - (v) the requirements of equity; and
  - (vi) the availability of resources from neighbouring water services authorities.
- (b) A municipality must comply with any compulsory national standards prescribed by the Minister,<sup>396</sup> (to date, Regulations relating to compulsory national standards and measures to conserve water).<sup>397</sup>
- (c) A municipality may perform the functions of a water services provider and:
- (i) May enter into a written contract with a water services provider to provide water services, after it has considered all known water services providers which are willing and able to perform the relevant functions; or
  - (ii) form a joint venture with another water services institution to provide water services.<sup>398</sup>
- (d) If a municipality enters into or renews a contract with a water services provider or a joint venture with another water services institution (other than a public sector water services institution) which will provide services within the joint venture at cost and without profit, it must
- (i) first publically disclose its intention to do so;<sup>399</sup> and
  - (ii) once the contract or agreement has been concluded, supply a copy to the relevant province and to the Minister for Water and Sanitation.<sup>400</sup>
- (e) Any water services provider entering into a contract or joint venture with a water services authority must, before entering into such a contract or joint venture, disclose and provide information on—
- (i) any other interests it may have, which are ancillary to or associated with the relevant water services authority; and
  - (ii) any rate of return on investment it will or may gain by entering into such a contract or joint venture.<sup>401</sup>
- (f) A municipality may grant approval for the operation of a person as a water services provider, which
- (i) must be for a limited period; and
  - (ii) may be granted subject to conditions.<sup>402</sup>
- (g) If a municipality performs the functions of a water services provider,
- (i) it must set conditions for the provision of water services, in accordance with section 4(2) of the WSA.
  - (ii) it must manage and account separately for these functions;<sup>403</sup>
  - (iii) it must give such information concerning the provision of water services as may reasonably be called for by—
    - i. the water services authority having jurisdiction in the area in question;
    - ii. the relevant Province;
    - iii. the Minister; or

<sup>395</sup> Section 11(1) of the WSA.

<sup>396</sup> Section 9(4) of the WSA.

<sup>397</sup> Government Notice R509 of 8 June 2001.

<sup>398</sup> Section 19 of the WSA.

<sup>399</sup> Section 19(3) of the WSA.

<sup>400</sup> Section 19(6) of the WSA.

<sup>401</sup> Section 19(4) of the WSA.

<sup>402</sup> Section 22 of the WSA.

<sup>403</sup> Section 20(1) of the WSA.

- iv. a consumer or potential consumer;<sup>404</sup>
- (iv) it may grant approval to the relevant water board to
  - i. supply water directly for industrial use;
  - ii. accept industrial effluent; and
  - iii. act as a water services provider to consumers.<sup>405</sup>
- (h) If a municipality is a water services provider, and it limits or discontinues water services,
  - (i) these procedures must comply with section 4(3) of the WSA;
  - (ii) to water services institution, it must give at least 30 days' notice in writing of its intention to do so to that water services institution, the relevant provincial authority and the Minister of Water and Sanitation.
- (i) If a municipality provides water services, and it is unable to meet the requirements of all its existing customers, it must give preference to the provision of basic water supply and basic sanitation to them.<sup>406</sup>
- (j) A municipality may act as a water services provider for an area outside of its jurisdiction if it is contracted to do so by the municipality for that area.<sup>407</sup>
- (k) A district municipality must establish and operate domestic waste-water and sewage disposal systems.<sup>408</sup>

### 7.8.3. Licensing

- (a) A municipality may approve (and must not unreasonably withhold approval)
  - (i) the use of water services by a person from a source other than the water services provider nominated by it;<sup>409</sup> and
  - (ii) the industrial use of water from a source other than the distribution system of the provider nominated by it.<sup>410</sup>
- (b) A municipality may require a person seeking approval to provide water services to others on reasonable terms relating to the payment for such services and compensation for the cost of reticulation and other costs incurred in providing the service, in accordance with section 8(3) of the WSA.

### 7.8.4. Monitoring and enforcement

#### 7.8.4.1. Monitoring

- (a) A municipality must monitor the performance of water services providers and water services intermediaries within its area of jurisdiction to ensure that
  - (i) standards and norms and standards for tariffs are complied with;
  - (ii) any condition set by a water services authority is met;
  - (iii) any additional standards set by a water services authority, for water services intermediaries are complied with; and
  - (iv) any contract is adhered to.<sup>411</sup>

#### 7.8.4.2. Enforcement

- (a) Municipalities have powers of enforcement under section 26 of the WSA relating to the failure of a water services intermediary to perform its functions effectively.
- (b) Municipalities have powers of enforcement under section 80 of the WSA relating to general enforcement actions.

### 7.8.5. Strategic planning

<sup>404</sup> Section 23 of the WSA,

<sup>405</sup> Section 30(d) of the WSA.

<sup>406</sup> Section 5 of the WSA.

<sup>407</sup> Section 20(2) of the WSA.

<sup>408</sup> Section 84(1)(d) of the Municipal Structures Act

<sup>409</sup> Section 6(1) of the Water Services Act.

<sup>410</sup> Section 7(1) of the Water Services Act.

<sup>411</sup> Section 27 of the WSA.

- (a) A municipality, as a water services authority, must prepare a draft water services development plan if this was not prepared by 18 December 1998,<sup>412</sup> which must
  - (i) provide for measures to realise every person's right of access to basic water supply and basic sanitation;<sup>413</sup>
  - (ii) form part of the municipality's IDP.
- (b) A municipality must prepare and adopt a new development plan at intervals determined by the Minister of Water and Sanitation.<sup>414</sup>  
*DWS to advise as to whether such intervals have been determined.*

#### 7.8.6. Consultation

##### 7.8.6.1. Inter-governmental consultation

- (a) A municipality, as an organ of state which has an interest in the content, effect or implementation of a catchment management strategy, may fulfil a consultation role in developing a catchment management strategy.<sup>415</sup>
- (b) A municipality, as an organ of state which has an interest in the matter, may provide comments to the Minister for water and sanitation in respect of the proposed declaration of certain activities as controlled activities.<sup>416</sup>
- (c) A municipality must be consulted in respect of the establishment of a water board.<sup>417</sup>
- (d) A municipality may submit written comments regarding the setting of general conditions by a water board.<sup>418</sup>

#### 7.8.7. General

##### 7.8.7.1. General

- (a) A municipality, as a water services institution, must take reasonable measures to realise every person's right of access to basic water supply and basic sanitation.<sup>419</sup>

##### 7.8.7.2. Institutional arrangements

- (a) A municipality may be represented on the governing board of a catchment management agency, as determined by the Minister for water and sanitation.<sup>420</sup>

##### 7.8.7.3. Budgeting

- (a) A municipality must only use a tariff which is substantially the same to prescribed norms and standards<sup>421</sup> (being the Norms and standards in respect of tariffs for water services).<sup>422</sup>

##### 7.8.7.4. Reporting

- (a) A municipality must report on the implementation of its development plan during each financial year, which must

<sup>412</sup> Section 14 of the WSA.

<sup>413</sup> Section 3(3) of the WSA.

<sup>414</sup> Section 16.

<sup>415</sup> Section 10 (2) of the NWA requires a catchment management agency to consult with, amongst others, any organ of state which has an interest in the content, effect or implementation of the catchment management strategy.

<sup>416</sup> Section 38(3)(b) of the NWA.

<sup>417</sup> Section 28(2) of the WSA.

<sup>418</sup> Section 34 of the WSA.

<sup>419</sup> Section 3(2) of the WSA.

<sup>420</sup> Section 81(1) and (2) of the NWA.

<sup>421</sup> Section 10(4) of the WSA.

<sup>422</sup> Government Notice R652, of 20 July 2001.

414

- (i) be made within four months after the end of each financial year;
  - (ii) be given to the Minister of Water and Sanitation, the Minister for [Provincial Affairs and Constitutional Development – *DWS to confirm which Minister this is now*], the relevant province and every organisation representing municipalities having jurisdiction in the area of the water services authority;
  - (iii) publicise a summary of the report;
  - (iv) make the report and a summary available for inspection at its offices and obtainable on the payment of a nominal fee.<sup>423</sup>
- (b) A municipality must furnish such information as may be required by the Minister of Water and Sanitation and must allow the Minister access to its books, records and physical assets to the extent necessary for the Minister to carry out its monitoring functions.
- (c) A municipality must furnish such information required by the Minister of Water and Sanitation to be included in the national information system.<sup>424</sup>

## 8. ENVIRONMENTAL PERFORMANCE INDICATORS

Attached as Annex A to the Environmental Legal Protocol will be a set of Key Performance Indicators.

## 9. RESOURCES

### 9.1. Funding of local government roles and responsibilities

Noting the budgetary constraints by local government in particular, it is necessary for the parties affected by the environmental management roles and responsibilities of local government to co-operate in endeavouring to secure sufficient resources for the implementation of the environmental management roles and responsibilities of local government, as described in the Environmental Legal Protocol.

Municipalities have two primary sources of funding generally, which apply similarly to their environmental roles and responsibilities. These are the funds allocated to municipalities from national or provincial treasuries and those funds raised by Municipalities themselves. These sources are examined more closely below.

Section 214 of the Constitution requires that legislation must provide for the equitable division of revenue raised nationally among the national, provincial and local spheres of government. The various Division of Revenue Acts provide payment schedules for the

<sup>423</sup> Section 18 of the WSA.

<sup>424</sup> Section 69 of the WSA.

National Treasury to transfer each municipality's equitable share in tranches per year.<sup>425</sup> Part 3 of the Intergovernmental Fiscal Relations Act 97 of 1997 provides for the process for revenue-sharing among the spheres of government.

Municipalities can also raise their own money through imposing rates (such as property rates) and charging for services (such as tariffs charged refuse collection, and water and sanitation services). These municipal fiscal powers are provided for in section 229 of the Constitution. The Acts which regulate the various sources of municipal income are briefly surveyed below.

#### **9.1.1. Local Government: Municipal Finance Management Act 53 of 2003 ("MFMA")**

The MFMA provides for the regulation of the bank accounts of municipalities and for the transfer of the national and provincial allocation of funds to municipalities, and the responsibilities of accounting officers in relation to these funds. It also regulates municipal base tariffs which are not regulated by the Municipal Fiscal Powers and Functions Act, 12 of 2007 (discussed below).

Regulations have been published under the MFMA which provide for the types of investments a municipality may invest in and other investment related matters.<sup>426</sup> Permitted investments include securities issued by the national government and listed corporate bonds with specified investment grade ratings.<sup>427</sup>

The MFMA also provides that municipal entities may borrow money under certain conditions.<sup>428</sup>

#### **9.1.2. Local Government: Municipal Systems Act 32 of 2000 ("Municipal Systems Act")**

The Municipal Systems Act provides that the council of a municipality has the right to finance the affairs of the municipality by charging fees for services and imposing surcharges on fees, rates on property and, to the extent authorised by national legislation, other taxes, levies and duties.<sup>429</sup> The general power to levy and recover fees, charges and tariffs in respect of any function or service of the municipality is confirmed as well as the power to recover collection charges and interest on any

<sup>425</sup> See for instance Section 5 of the Division of Revenue Act 10 of 2014.

<sup>426</sup> GNR 308 of 1 April 2005 Municipal Investment Regulations.

<sup>427</sup> Section 6 of the MFMA.

<sup>428</sup> Section 108 of the MFMA.

<sup>429</sup> Section 4(1)(c).

outstanding amount.<sup>430</sup> The procedures for the adoption and implementation of tariff policies and bylaws to give effect to the policies are also detailed.<sup>431</sup>

### **9.1.3. Municipal Fiscal Powers and Functions Act 12 of 2007 (“MFPFA”)**

The MFPFA regulates municipalities’ exercise of their power to impose surcharges on fees for certain services, taxes, levies and duties as provided for in section 229(1) of the Constitution. Other specific Acts have been promulgated dealing with property rates<sup>432</sup> and base tariffs.<sup>433</sup> The MFPFA provides for the power of a municipality to impose municipal taxes,<sup>434</sup> surcharges<sup>435</sup> and the procedures and requirements for applying to the Minister of Finance for any new proposed tax as well as the collection procedures involved.

### **9.1.4. Public Finance Management Act 1 of 1999 (“PFMA”)**

The PFMA aims to promote transparency, accountability, and sound management of the revenue, expenditure, assets and liabilities of the institutions to which this Act applies. These latter institutions include departments, certain public entities (such as the Local Government Education and Training Authority, and the Municipal Infrastructure Investment Unit), constitutional institutions (such as the Human Rights Commission and Municipal Demarcation Board) and provincial legislatures. The PFMA establishes the National Treasury and Provincial Treasuries and provides for their regulation and control. The Act does not extend to apply to municipalities directly and therefore this Act does not directly provide for the transfer of money to Municipalities but regulates the sources of funding for local government.

## **9.2. Costing of the Municipal Environmental Function**

The costing exercise will begin with clarification of what municipal environmental functions should be analysed based both on the outcomes of the Draft Environmental Legal Protocol as well as a desktop review of the budget reporting practices of municipalities. An analysis of what municipalities currently budget for in terms of environmental management as well

<sup>430</sup> Section 75A of the MFMA.

<sup>431</sup> Section 74 and 75 of the MFMA.

<sup>432</sup> Local Government; Municipal Property Rates Act, 6 of 2004.

<sup>433</sup> Local Government: Municipal Finance Management Act, 56 of 2003.

<sup>434</sup> Section 5 of the MFPFA.

<sup>435</sup> Section 8 of the MFPFA.

as what it could cost them to do so if they are not already doing it, will then be done. A determination will then be made as to the key cost drivers for municipalities, and the various environmental management functions. Best-practices cost benchmarking and zero-based benchmarking will then be used to determine indicative costs for municipalities.

Attached as Annex B will be a document detailing the costing of environmental management roles and responsibilities of municipalities.

## **10. MANAGING THE PROTOCOL**

### **10.1. Review of the Protocol**

Due to the dynamic nature of environmental law, including the development of new environmental laws, the amendment of existing laws and the likelihood of judicial consideration of environmental laws, this Protocol must be reviewed on an annual basis.

### **10.2. Conflict management**

10.2.2 All organs of state affected by this Environmental Legal Protocol have a duty to avoid intergovernmental disputes when exercising their statutory powers or performing statutory functions. Where intergovernmental disputes cannot be avoided these organs of state have a duty to settle any disputes without resorting to judicial proceedings.

10.2.3 Conflicts relating to the environmental management roles and responsibilities of local government must be resolved through the procedures set out in the Intergovernmental Relations Framework Act, 13 of 2005. In the event of any difference or dispute arising, the following procedure shall apply:

- (i) The parties to the dispute must make all reasonable efforts to settle any such difference or dispute through consultation and negotiation.
- (ii) If the difference remains unresolved, any party may refer the conflict for arbitration by an arbitrator agreed to by the parties.

- (iii) If the parties fail to reach agreement on the appointment of an arbitrator, the Cabinet member reasonable for provincial and local government must be requested to nominate an arbitrator.
  - (iv) The arbitrator must conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the manner fairly and quickly, but must deal with the substantial merits with a minimum of legal formality.
  - (v) The arbitrator's determination is final and binding on all the parties to the dispute.
  - (vi) The parties to the dispute must share the costs of arbitration equally.
  - (vii) If a party is not satisfied with the determination of the arbitrator, Chapter 4 of the IGFR Act will apply to settle a dispute.
  - (viii) The Arbitration Act, 42 of 1965 does not apply to the settlement of disputes.
- 

**Appendix 1: Linkages between Protocol and key policy frameworks**

**Appendix 2: Reference List**

**ANNEX A: Environmental Performance Indicators**

**ANNEX B: Costing of Environmental Management Roles and Responsibilities**

**Appendix 2: Reference List**

List of Acts referred to:

Arbitration Act, 42 of 1965

Atmospheric Pollution Prevention Act, 45 of 1965

Civil Aviation Act, Act 13 of 2009

Constitution of the Republic of South Africa, 1996

Criminal Procedure Act, 51 of 1977

Disaster Management Act, 52 of 2002

Division of Revenue Act, 10 of 2014

Environmental Conservation Act, 73 of 1989

Infrastructure Development Act, 23 of 2014

Intergovernmental Fiscal Relations Act, 97 of 1997

Intergovernmental Relations Framework Act, 13 of 2000

Interim Constitution Act, 200 of 1993

Local Government: Municipal Finance Management Act, 56 of 2003

Local Government: Municipal Property Rates Act, 6 of 2004

Local Government: Municipal Structures Act, 117 of 1998

Local Government: Municipal Systems Act, 32 of 2000

Municipal Fiscal Powers and Functions Act, 12 of 2007

National Environmental Management Act, 107 of 1998

National Environmental Management: Air Quality Act, 30 of 2004

National Environmental Management: Biodiversity Act, 10 of 2004

National Environmental Management: Integrated Coastal Management Act, 24 of 2008

National Environmental Management: Protected Areas Act, 57 of 2003

National Environmental Management: Waste Management Act, 59 of 2008

National Forest Act, 84 of 1998

National Health Act, 51 of 2003

National Heritage Resources Act, 25 of 1999

National Water Act, 36 of 1998

Public Financial Management Act, Act 1 of 1999

Spatial Planning and Land Use Management Act, 16 of 2013

Water Services Act, Act 108 of 1997

World Heritage Convention Act, 49 of 1999

REVISED REPORT

**ITEM TITLE**

421

**C70/2026      DIRECTORATE COMMUNITY SERVICES: REPORTING ON  
PERFORMANCE OF THREE-YEAR TENDER CONTRACTORS -  
2nd QUARTER REPORT (OCTOBER TO DECEMBER 2025)**

*[English version of the report is the original]*

**FILE NUMBER**

8/2/3/5/4

**PURPOSE OF REPORT**

To present a report to Council in terms of the contract and performance management of the contractors of Community Services department for the 2<sup>nd</sup> Quarter (October - December 2025). This serves to ensure the municipality receives value for money and the contracts are completed on time and within the approved budget.

**BACKGROUND**

S116 (2) of the Municipal Finance management Act (No.56 of 2003) states that: The accounting officer of a municipality or municipal entity must:

1. Take all reasonable steps to ensure that a contract or agreement procured through the supply chain management policy of the municipality of municipal entity is properly enforced;
2. Monitor on a monthly basis the performance of the contract under the contract or agreement;
3. Establish capacity in the administration of the municipality or municipal entity:
  - (i) to assist the accounting officer in carrying out the duties set out in paragraphs (a) and (b); and
  - ii) to oversee the day-to-day management of the contract or agreement; and
4. regularly report to Council of the municipality or the board of directors of the entity, as may be appropriate, on the management of the contract or agreement and the performance of the contracts

**DISCUSSION**

COMM 01/2023/24– Supply and Delivery of PPE

	<b>October 2025</b>	<b>November 2025</b>	<b>December 2025</b>
<b>PIENAAR BROTHERS</b>	Submitted	Submitted	Submitted
<b>TJH PROPERTY INVESTMENTS</b>	Submitted	Submitted	Submitted

TCS 06/2023/24 - Supply, Implementation and Management of a Computerized Traffic Contravention Management System (TCMSC) With Call Centre Module for the Processing of Traffic – And Law Enforcement Offences and The Provision of Operational Support and Maintenance from the Date of Appointment 01 February 2024 to 30 June 2026

	<b>October 2025</b>	<b>November 2025</b>	<b>December 2025</b>
<b>TOTAL COMPUTER SERVICES (PTY) LTD</b>	Submitted	Submitted	Submitted

COMM 04/2025/26 - Supply and Delivery of Chemicals

	<b>November 2025</b>	<b>December 2025</b>
<b>CHLORCAPE PTY LTD</b>	Submitted	Submitted
<b>2 ACS SERVICE PTY LTD</b>	Submitted	Submitted
<b>CHEMCAPE PTY LTD</b>	Submitted	Submitted
<b>CHEMTOLL PTY LTD</b>	Submitted	Submitted
<b>DEEFOUR</b>	Submitted	Submitted
<b>LEAFFIX</b>	Submitted	Submitted

COMM 05/2025/26 - The Provision of Security Services for Theewaterskloof Municipality: Guarding, Alarm Installation, Monitoring and Response from date of Appointment to 30 June 2028.

	November 2025	December 2025
<b>SIBAKULU TRADING (PTY) LTD</b>	Submitted	Submitted

COMM 03/2025/26 - Supply and Delivery of Black Bags for the period from appointment date until 20 June 2028

	November 2025	December 2025
<b>EEKO KLEEN HUB</b>	Submitted	Submitted
<b>ORTELL CIVILS</b>	Submitted	Submitted
<b>SIBAKULU TRADING (PTY) LTD</b>	Submitted	Submitted

**FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

Can be found in checklists attached as Annexures. It can be costly to the municipality if reporting is not done correctly.

**LEGAL IMPLICATIONS (ITEM AUTHOR)**

Chapter 8 Municipal Finance Management Act. 56 of 2003.

**RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

None.

**RECOMMENDATION BY ITEM AUTHOR:**

It is recommended that the Council takes cognisance of the report.

**RESOLVED BY THE COMMUNITY SERVICES COMMITTEE: 10 FEBRUARY 2026**

It was unanimously resolved that the agenda-item be referred back and that the amended contract reporting schedule regarding (a) Pienaar Brothers (Pty) Ltd for the supply and delivery of PPE; (b) Sibakulu Trading (Pty) Ltd for the provision of security services; (c) Total Computer Services (Pty) Ltd for the supply, implementation and management of computerized traffic contravention management system and (d) any other amended contract reporting schedules be presented at a Virtual Special Community Services Committee Meeting scheduled for Friday, 13 February 2026 at 09:00.

**RECOMMENDATION BY THE COMMUNITY SERVICES COMMITTEE TO EMC:  
13 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor H Linnerts and seconded by Councillor C Smith, it was recommended as follows:

- 1. The Community Services Committee is satisfied with the corrections made to the contract reporting of (a) Pienaar Brothers (Pty) Ltd for the supply and delivery of PPE; (b) Sibakulu Trading (Pty) Ltd for the provision of security services; (c) Total Computer Services (Pty) Ltd for the supply, implementation and management of computerized traffic contravention management system.**
- 2. It is recommended that Council takes cognizance of the report.**

**RECOMMENDATION BY THE EMC TO COUNCIL: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, it was unanimously recommended as follows:

**That Council takes cognizance of the report.**

**RECOMMENDATION BY ITEM AUTHOR:**

**It is recommended that the Council takes cognisance of the report.**

PROJECT MANAGER:	J Barnard		PROJECT CHAMPION:		A Meyer	
Complete Tender No. & Description	COMM 01/2023/24 - Supply and Delivery of Personal Protective Clothing and Equipment			Funding Source		
Service Provider	Plenaar Brothers Pty Ltd			Own	Own Funds	Other
Commencement Date	20-Nov-23	Total Contract Amount	R 3,686,517.18	Value of VO's Approved	None	
Completion Date	30-Jun-26	Adjusted Completion Date	N/A	No Adjustment	Project on Time	
Adjusted Contract Amount	N/A	Adjusted Completion Date	N/A	No Adjustment	Project on Time	
Date of Report	31 October 2025		30 November 2025		31 December 2025	
Report Numbers	22		23		24	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy	N/A	N/A	N/A	N/A	N/A	
Overall performance including Rand Value in terms of the Empowerment Goals	N/A	N/A	N/A	N/A	N/A	
Overall Performance Incl. quality of work to date	Satisfactory (no procurement during the month of October 2025)		Satisfactory (no procurement during the month of November 2025)		Satisfactory (no procurement during the month of December 2025)	
Blockages and Problemes	None		None		None	
Recommended Action and Resolutions required to unblock blockages & problems	N/A		None		None	
Actual Amount Paid to Date	R 2,325,435.40		R 2,325,435.40		R 2,325,435.40	
Number of Invoices /Certificates	64		64		64	
Disputed Invoices / Certificates	0		0		0	

PROJECT MANAGER:		J Barnard		PROJECT CHAMPION:		A Meyer	
		Community Services		Funding Source			
Complete Tender No. & Description		COMM 01/2023/24 - Supply and Delivery of Personal Protective Clothing and Equipment		Own		Other	
Service Provider		TJH Property Investments Pty LTD		Own Funds			
Commencement Date		20-Nov-23		Value of VO's Approved		None	
Completion Date		30-Jun-26		R 1,244,680.56			
Adjusted Contract Amount		N/A		Adjusted Completion Date		Project on Time	
				No Adjustment		yes	
Date of Report		31 October 2025		30 November 2025		31 December 2025	
Report Numbers		22		23		24	
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy		N/A		N/A		N/A	
Overall performance including Rand Value in terms of the Empowerment Goals		N/A		N/A		N/A	
Overall Performance Incl. quality of work to date		Satisfactory		Satisfactory		Satisfactory	
Blockages and Problemes		None		None		None	
Recommended Action and Resolutions required to unblock blockages & problems		N/A		None		None	
Actual Amount Paid to Date		R 0.00		R 0.00		R 0.00	
Number of Invoices /Certificates		0		0		0	
Disputed Invoices / Certificates		0		0		0	

Contract Manager		R Hendricks		Contract Owner		N Arendse	
Directorate		Community Safety		Own		Other	
<p><b>Complete Tender No. &amp; Description</b></p> <p>SUPPLY, IMPLEMENTATION AND MANAGEMENT OF A COMPUTERIZED TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM (TCMSC) WITH CALL CENTRE MODULE FOR THE PROCESSING OF TRAFFIC – AND LAW ENFORCEMENT OFFENCES AND THE PROVISION OF OPERATIONAL SUPPORT AND MAINTENANCE FROM THE DATE OF APPOINTMENT 01 FEBRUARY 2024 TO 30 JUNE 2026</p>							
<p><b>Service Provider</b></p> <p>TOTAL COMPUTER SERVICES (PTY) LTD</p>							
<b>Commencement Date</b>		16-Apr-24		<b>Total Contract Amount (Vat excl.)</b>		R292,938.00	
<b>Completion Date</b>		30-Jun-26		<b>Value of Expansions Approved (Vat excl.)</b>		R0.00	
<b>Adjusted Contract Amount</b>		N/A		<b>Adjusted Completion Date</b>		N/A	
<b>Date of Report</b>		31 October 2025		<b>30 November 2025</b>		<b>31 December 2025</b>	
<b>Report Numbers</b>		19		20		21	
<b>Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy</b>		N/A		N/A		N/A	
<b>Overall performance including Rand Value in terms of the Empowerment Goals</b>		N/A		N/A		N/A	
<b>Overall Performance Incl. quality of work to date</b>		Satisfactory		Satisfactory		Satisfactory	
<b>Blockages and Problems</b>		N/A		N/A		N/A	
<b>Recommended Action and Resolutions required to unblock blockages &amp; problems</b>		N/A		N/A		N/A	
<b>Actual Amount Paid to Date (Vat excl.)</b>		R 131,100.00		R 138,000.00		R 144,900.00	
<b>Number of Invoices /Certificates</b>		19		20		21	
<b>Disputed Invoices / Certificates</b>		None		None		None	

Contract Manager Directorate		A Voss		Community Safety		Contract Owner		N Arendse		Funding Source					
										<table border="1"> <tr> <th>Own</th> <th>Other</th> </tr> <tr> <td></td> <td>OWN</td> </tr> </table>		Own	Other		OWN
Own	Other														
	OWN														
<p><b>Complete Tender No. &amp; Description</b></p> <p>The Provision of Security Services for Theewaterskloof Municipality: Guarding, Alarm Installation, Monitoring and Response from date of Appointment to 30 June 2028.</p>															
<p><b>Service Provider</b></p> <p>SIBAKULU TRADING (PTY) LTD</p>															
<b>Commencement Date</b>		1-Nov-25		<b>Total Contract Amount (Vat excl.)</b>		R2,637,000.00		<b>Value of Expansions Approved (Vat excl.)</b>		R0.00					
<b>Completion Date</b>		30-Jun-28		<b>Adjusted Completion Date</b>		N/A		<b>Project on Time</b>		YES					
<b>Adjusted Contract Amount</b>		N/A		<b>Date of Report</b>		31 October 2025		<b>Report Numbers</b>		31 December 2025					
<b>Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy</b>		0		30 November 2025		0		1		N/A					
<b>Overall performance including Rand Value in terms of the Empowerment Goals</b>										N/A					
<b>Overall Performance Incl. quality of work to date</b>										Substandard					
<b>Blockages and Problems</b>										<p>We have identified several areas that require attention and improvement. Currently, we are encountering challenges related to invoicing, dates on invoices, site management, and the performance of security personnel at various sites. Unfortunately, they are not in compliance with the Service Level Agreement (SLA). Furthermore, it has been noted that some security personnel are lacking essential personal protective equipment (PPE).</p> <p>We addressed the matter with the Service Provider in a recent contract management meeting, and they have assured us that it will be resolved promptly.</p>					
<b>Recommended Action and Resolutions required to unblock blockages &amp; problems</b>										<p>To address these issues, we will be implementing enhanced contract management practices to ensure compliance moving forward.</p>					
<b>Actual Amount Paid to Date (Vat excl.)</b>										R 451,026.32					
<b>Number of Invoices / Certificates</b>										5					
<b>Disputed Invoices / Certificates</b>		None				None				None					

Contract Manager Directorate		A Meyer		Community Services		J Barnard		Contract Owner		Funding Source	
										Own	Other
Complete Tender No. & Description COMM 03/2025/26 - Supply and Delivery of Black Bags for the period from appointment date until 20 June 2028											
Service Provider EEKO KLEEN HUB											
Commencement Date		20-Oct-25		Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)				R0.00	
Completion Date				Adjusted Completion Date		N/A				Project on Time	
Adjusted Contract Amount		N/A								YES	
Date of Report		31 October 2025		30 November 2025		31 December 2025					
Report Numbers		0		1		2					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy				N/A		N/A				N/A	
Overall performance including Rand Value in terms of the Empowerment Goals				N/A		N/A				N/A	
Overall Performance incl. quality of work to date				Poor		N/A				N/A	
Blockages and Problems				The Service provider could not deliver the black bags and contract was ended on mutual grounds.		N/A				N/A	
Recommended Action and Resolutions required to unblock blockages & problems				Contract manager to initiate the appointment of the second service provider.		N/A				N/A	
Actual Amount Paid to Date (Vat excl.)		R 0.00		R 0.00		R 0.00				R 0.00	
Number of Invoices / Certificates		0		0		0				0	
Disputed Invoices / Certificates		None		None		None				None	

Contract Manager Directorate		A Meyer		Community Services		Contract Owner		J Barnard		Funding Source	
										Own Other	
Complete Tender No. & Description		COMM 03/2025/26 - Supply and Delivery of Black Bags for the period from appointment date until 20 June 2028									
Service Provider		ORTEL CIVILS									
Commencement Date		Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)		Project on Time		YES		R0.00	
Completion Date											
Adjusted Contract Amount		N/A		Adjusted Completion Date		N/A					
Date of Report		31 October 2025		30 November 2025		31 December 2025					
Report Numbers		0		1		2					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy				N/A						N/A	
Overall performance including Rand Value in terms of the Empowerment Goals				N/A						N/A	
Overall Performance incl. quality of work to date				Poor						N/A	
Blockages and Problems				The Service provider could not deliver the black bags and contract was ended on mutual grounds.						N/A	
Recommended Action and Resolutions required to unblock blockages & problems				Contract manager to initiate the appointment of the second service provider.						N/A	
Actual Amount Paid to Date (Vat excl.)		R 0.00		R 0.00		R 0.00				R 0.00	
Number of Invoices /Certificates		0		0		0				0	
Disputed Invoices / Certificates		None		None		None				None	

Contract Manager Directorate		A Meyer		Community Services		J Bernard		Contract Owner		Funding Source	
										Own Other	
Complete Tender No. & Description		COMM 03/2025/26 - Supply and Delivery of Black Bags for the period from appointment date until 20 June 2028									
Service Provider		SIBAKULU TRADING (PTY) LTD									
Commencement Date		Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)		Project on Time		YES		NO	
Completion Date											
Adjusted Contract Amount		N/A		N/A		N/A		N/A		R0.00	
Date of Report		31 October 2025		30 November 2025		31 December 2025					
Report Numbers		0		1		2					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy				N/A				N/A			
Overall performance Including Rand Value in terms of the Empowerment Goals				N/A				N/A			
Overall Performance Incl. quality of work to date				Poor				Poor			
Blockages and Problems				Orders has been sent to the Service Provider in November 2025, however delivery has not yet commenced		Orders has been sent to the Service Provider in November and December 2025, however delivery has not yet commenced					
Recommended Action and Resolutions required to unblock blockages & problems				Contract Manager has informed SCM to issue non-performance letter to the service provider.		Contract Manager has issued a non-performance letter to the service provider. Contract Manager is currently consulting with SCM to advertise a TMK 2 in order to mitigate the risks.					
Actual Amount Paid to Date (Vat excl.)		R 0.00		R 0.00		R 0.00				R 0.00	
Number of Invoices / Certificates		0		0		0				0	
Disputed Invoices / Certificates		None		None		None				None	

Contract Manager Directorate		A Meyer		Community Services		J Barnard		Contract Owner		Finding Source	
										Own Other	
Complete Tender No. & Description		COMM 04/2025/26 - Supply and Delivery of Chemicals								OWN	
Service Provider		Chloroape PTY Ltd									
Commencement Date				Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)				R0.00	
Completion Date				Adjusted Completion Date		N/A		Project on Time		YES	
Adjusted Contract Amount		N/A		30 November 2025		31 December 2025					
Date of Report		31 October 2025		1		2					
Report Numbers		0									
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy				N/A		N/A				N/A	
Overall performance including Rand Value in terms of the Empowerment Goals				N/A		N/A				N/A	
Overall Performance Incl. quality of work to date				Satisfactory		Satisfactory				Satisfactory	
Blockages and Problems				None		None				None	
Recommended Action and Resolutions required to unblock blockages & problems				N/A		N/A				N/A	
Actual Amount Paid to Date (Vat excl.)		R 0.00		R 0.00		R 0.00				R 0.00	
Number of Invoices /Certificates		0		0		0				0	
Disputed Invoices / Certificates		None		None		None				None	

Contract Manager Directorate		A Meyer		Community Services		J Barnard		Contract Owner		Funding Source	
										Own Other	
Complete Tender No. & Description		COMM 04/2025/26 - Supply and Delivery of Chemicals								OWN	
Service Provider		2 ACS Service PTY LTD								R0.00	
Commencement Date				Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)					
Completion Date											
Adjusted Contract Amount		N/A		Adjusted Completion Date		N/A		Project on Time		YES	
Date of Report		31 October 2025		30 November 2025		31 December 2025					
Report Numbers		0		1		2					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy				N/A				N/A			
Overall performance including Rand Value in terms of the Empowerment Goals				N/A				N/A			
Overall Performance Incl. quality of work to date				Satisfactory				Satisfactory			
Blockages and Problems				None				None			
Recommended Action and Resolutions required to unblock blockages & problems				N/A				N/A			
Actual Amount Paid to Date (Vat excl.)		R 0.00		R 0.00		R 0.00		R 0.00			
Number of Invoices / Certificates		0		0		0		0			
Disputed Invoices / Certificates		None		None		None		None			

Contract Manager Directorate		A Meyer		Community Services		J Barnard		Contract Owner		Funding Source	
										Own Other	
Complete Tender No. & Description		COM/IM 04/2025/26 - Supply and Delivery of Chemicals								OWN	
Service Provider		CHEMCAPE PTY LTD									
Commencement Date				Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)				R0.00	
Completion Date											
Adjusted Contract Amount		N/A		Adjusted Completion Date		N/A		Project on Time		YES	
Date of Report		31 October 2025		30 November 2025		31 December 2025					
Report Numbers		0		1		2					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy				N/A		N/A				N/A	
Overall performance including Rand Value in terms of the Empowerment Goals				N/A		N/A				N/A	
Overall Performance incl. quality of work to date				Satisfactory		Satisfactory				Satisfactory	
Blockages and Problems				None		None				None	
Recommended Action and Resolutions required to unblock blockages & problems				N/A		N/A				N/A	
Actual Amount Paid to Date (Vat excl.)		R 0.00		R 0.00		R 0.00				R 0.00	
Number of Invoices /Certificates		0		0		0				0	
Disputed Invoices / Certificates		None		None		None				None	

Contract Manager Directorate		A Meyer		Community Services		Contract Owner		J Barnard		Funding Source	
										Own	Other
Complete Tender No. & Description		COMIM 04/2025/26 - Supply and Delivery of Chemicals									
Service Provider		CHEMTOLL PTY LTD									
Commencement Date		Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)		R0.00					
Completion Date											
Adjusted Contract Amount		N/A		Adjusted Completion Date		N/A		Project on Time		YES	
Date of Report		31 October 2025		30 November 2025		31 December 2025					
Report Numbers		0		1		2					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy				N/A		N/A		N/A			
Overall performance including Rand Value in terms of the Empowerment Goals				N/A		N/A		N/A			
Overall Performance incl. quality of work to date				Satisfactory		Satisfactory		Satisfactory			
Blockages and Problems				None		None		None			
Recommended Action and Resolutions required to unblock blockages & problems				N/A		N/A		N/A			
Actual Amount Paid to Date (Vat excl.)		R 0.00		R 0.00		R 0.00		R 0.00			
Number of Invoices /Certificates		0		0		0		0			
Disputed Invoices / Certificates		None		None		None		None			

Contract Manager Directorate		A Meyer		Community Services		Contract Owner		J Barnard		Funding Source	
										Own Other	
Complete Tender No. & Description		COMM 04/2025/26 - Supply and Delivery of Chemicals								OWN	
Service Provider		Deefour (Pty) Ltd									
Commencement Date				Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)				R0.00	
Completion Date											
Adjusted Contract Amount		N/A		Adjusted Completion Date		N/A		Project on Time		YES	
Date of Report		31 October 2025		30 November 2025		31 December 2025					
Report Numbers		0		1		2					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy				N/A				N/A			
Overall performance including Rand Value in terms of the Empowerment Goals				N/A				N/A			
Overall Performance Incl. quality of work to date				Satisfactory				Satisfactory			
Blockages and Problems				None				None			
Recommended Action and Resolutions required to unblock blockages & problems				N/A				N/A			
Actual Amount Paid to Date (Vat excl.)		R0.00		R0.00		R0.00		R0.00			
Number of Invoices / Certificates		0		0		0		0			
Disputed Invoices / Certificates		None		None		None		None			

Contract Manager		A Meyer		J Barnard		Contract Owner		Community Services		Finding Source	
Directorate										Own	Other
Complete Tender No. & Description		COMM 04/2025/26 - Supply and Delivery of Chemicals									
Service Provider		Leafix (Pty) Ltd									
Commencement Date				Total Contract Amount (Vat excl.)		Value of Expansions Approved (Vat excl.)				R0.00	
Completion Date											
Adjusted Contract Amount		N/A		Adjusted Completion Date		N/A				Project on Time YES	
Date of Report		31 October 2025		30 November 2025		31 December 2025					
Report Numbers		0		1		2					
Indicate the Empowerment Goals that were set for this contract in terms of Clause 2(a) of the SCM Policy				N/A		N/A				N/A	
Overall performance including Rand Value in terms of the Empowerment Goals				N/A		N/A				N/A	
Overall Performance incl. quality of work to date				Satisfactory		Satisfactory				Satisfactory	
Blockages and Problems				None		None				None	
Recommended Action and Resolutions required to unblock blockages & problems				N/A		N/A				N/A	
Actual Amount Paid to Date (Vat excl.)		R 0.00		R 0.00		R 0.00				R 0.00	
Number of Invoices / Certificates		0		0		0				0	
Disputed Invoices / Certificates		None		None		None				None	

**ITEM TITLE**

**C71/2026 DIRECTORATE COMMUNITY SERVICES: DEPARTMENT  
SUSTAINABLE DEVELOPMENT: GRANT-IN-AID POLICY**

*[English version of the report is the original]*

**FILE NUMBER**

5/6/2/2/B

**PURPOSE OF REPORT**

This item serves before Council to approve the edited Grant-In-Aid Policy.

**BACKGROUND**

The objective of the Grant-in-Aid Policy is to, (when funds are available and no Cost Containment intervention is in place), complement the goals, objectives, programmes and actions of the Theewaterskloof Municipality in order to create sustainable, credible and caring towns by empowering and building communities and enhancing growth and sharing through partnerships.

**DISCUSSION**

Grants in Aid should improve the opportunity for the Municipality to elicit the support of external organizations to deliver those services to communities that fall within the Municipality's area of responsibility in a way that allows the Municipality to create an enabling environment for community development and partnerships.

The Executive Mayor, Executive Deputy Mayor and also the Speaker all get a Grant-In-Aid budget in their respective votes and therefore have the authority to support applications that they will receive.

**COMMENTS FROM THE OFFICE OF THE MUNICIPAL MANAGER**

Recommendation Supported.

**COMMENTS FROM THE DIRECTORATE CORPORATE SERVICES**

Amended Policy supported.

**COMMENTS FROM THE DEPARTMENT ELECTRICAL SERVICES**

None.

**COMMENTS FROM THE DIRECTORATE ECONOMIC DEVELOPMENT AND PLANNING (HUMAN SETTLEMENT)**

Noted.

**COMMENTS FROM THE DIRECTORATE ECONOMIC DEVELOPMENT AND PLANNING**

Item noted.

**COMMENTS FROM THE DIRECTORATE COMMUNITY SERVICES (OPERATIONAL)**

Support the recommendations and amendments to the Policy.

**FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

Section 32 of the MFMA.  
Section 17(3)(j) of the MFMA.  
Section 67 of the MFMA.

**LEGAL IMPLICATIONS (ITEM AUTHOR)**

- (a) Constitution of the Republic of South Africa, 1996 as amended (Constitution);
- (b) Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) as amended (MSA);
- (c) Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003)(MFMA)

**COMMENTS FROM INTERNAL AUDIT**

No comments.

**RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

Not applicable.

**COMMENTS FROM LEGAL SERVICES**

The policy must be workshopped with council.

**COMMENTS FROM RISK MANAGEMENT**

Noted the content of the item.

**RECOMMENDATION BY ITEM AUTHOR:**

**It is recommended that the edited version of the Grant-In-Aid Policy BE APPROVED.**

**DISCUSSION DURING COUNCIL MEETING:**

Alderman MR Nongxaza proposed the recommendation as is per agenda-item.

Alderman BB Mkhwibiso request that a second point be added to the recommendation that a Workshop must be scheduled for the Grant-In Aid Policy.

Proposal was seconded by Alderman BB Mkhwibiso.

Alderman LM de Bruyn submit the following Counter-proposal.

We can't support the Grant-In Aid Policy as it was not discussed at a Management Meeting.

Counter-proposal was seconded by Alderman S Fredericks.

The voting process started, and each councillor indicated whether they vote for 1. Proposal by Alderman MR Nongxaza and seconded by Alderman BB Mkhwibiso or 2. Counter-proposal by Alderman LM de Bruyn seconded by Alderman S Fredericks.

The result of the voting process is as follows:

Proposal by Alderman MR Nongxaza and seconded by Alderman BB Mkhwibiso = 15 votes.

Counter Proposal by Alderman LM de Bruyn and seconded by Alderman S Fredericks = 12 votes.

**RESOLVED BY COUNCIL: 02 SEPTEMBER 2024**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Alderman MR Nongxaza and seconded by Alderman BB Mkhwibiso, it was resolved as follows:

- 1. Council approved the edited version of the Grant-In-Aid Policy.**
- 2 That a Workshop be scheduled to discuss the Grant-In Aid Policy.**

*Refer to Council Policy Workshop for discussion.*

**RESOLVED BY WORKSHOP: 22 JANUARY 2025**

1. As Council already approved the edited version of the Grant-In-Aid Policy during the Council Meeting of 02 September 2024, the policy be amended and represented to Council for approval.

2. The amendments are the following:

**2.1 Paragraph 14.1:**

The Adjudication Committee must, if required when warranted or when necessary, will consist of the Executive Mayor; Executive Deputy Mayor; Speaker or other Councillors as designated; one Councillor of the Opposition Party, the Municipal Manager, Chief Financial Officer as well as any other official the Committee may wish to include.

**2.2 Paragraph 14.4:**

The Adjudication Committee must submit quarterly reports to the Council of the Municipality containing details of each final award made, including:

- .....
- .....

**2.3 Paragraph 9 – when the Adjudication Committee will consider “Quick Wins” which is ward-based, the Ward Councillors must be invited.**

1. *Policy be amended and resubmission to Council.*
2. *For finalization by the Director: Community Services, Mr. WSE Solomons-Johannes.*

**COMMENTS BY ITEM AUTHOR:**

Corrections have been made on the Grant in Aid policy, as resolved by Council on the 22 January 2025.

Changes have been incorporated into paragraph 14.1, 14.4.

Paragraph 14.1.1 was created to address the inclusion of ward Councillors in the adjudication committee, when considering proposals related to quick-wins projects in their respective wards.

**RECOMMENDATION BY MANAGEMENT TO A COUNCIL WORKSHOP: 07 OCTOBER 2025**

1. As Council already approved the edited version of the Grant-In-Aid Policy during the Council Meeting of 02 September 2024, the policy be amended and represented to Council for approval.

**2. The amendments are the following:**

**2.1 Paragraph 14.1:**

The Adjudication Committee must, if required when warranted or when necessary, consist of the Executive Mayor; Executive Deputy Mayor; Speaker or other Councillors as designated; one Councillor of the Opposition Party, the Municipal Manager, Chief Financial Officer as well as any other official the Committee may wish to include.

**2.2 Paragraph 14.4:**

The Adjudication Committee must submit quarterly reports to the Council of the Municipality containing details of each final award made, including:

- .....
- .....

**2.3 Paragraph 9 – when the Adjudication Committee will consider “Quick Wins” which is ward-based, the Ward Councillors must be invited.**

**RECOMMENDATION BY WORKSHOP TO COUNCIL: 20 JANUARY 2026**

It was recommended as follows:

1. That Paragraph 14.1 be amended to read as follows: “The Adjudication Committee must consist of the Executive Mayor, Executive Deputy Mayor, the Speaker or other Councillors as designated; one Councillor from the official Opposition Party, the Municipal Manager, Chief Financial Officer, Director Community Services, Fund Administrator and Manager: Sustainable Development, as well as any other official the Committee wish to include.
2. That an Executive Fund vote per financial year be included in the budget which is limited to the Executive Mayor – 50% of the fund in the vote; Deputy Executive Mayor and Speaker – 25% of the fund in the vote each.
3. That “Quick wins” be removed from this policy – Paragraph 9.2; and Paragraph 14.1.1. Quick wins remain with the towns; must be separated from Grant-in-Aid Policy and must be ring-fenced. Ward Councillor, PR Councillor and Town Manager to decide how the funds will be used. Policy must be developed regarding the spending of Quick wins. Input of Ward Committees must also be obtained.

# THEEWATERSKLOOF MUNICIPALITY

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**Theewaterskloof**  
Municipality

## GRANT-IN-AID POLICY

**In terms of:  
Section 67 of the  
Municipal Finance Management Act, 2003, (Act 56 of 2003)**

**For review: August 2024**

## INTRODUCTION

**Whereas** section 67 of the Local Government: Municipal Finance Management Act, 2003 (Act No 56 of 2003) requires a municipality to ensure that certain criteria and conditions are met before funds are transferred to an organisation outside any sphere of government, otherwise than in compliance with a commercial transaction;

**And whereas** a policy would give guidelines as to which categories of organizations could apply to become beneficiaries;

**Now therefore** the Municipal Council of the Theewaterskloof Municipality adopts the Grant-in-Aid Policy as set out in this document:-

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# 1. INTRODUCTION

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For the purpose of this policy '*Grant-in-Aid*' means the donation of municipal funds, to an organization or body outside any sphere of government, which does not constitute a commercial or business transaction.

## 2. LEGAL FRAMEWORK

All transfers of funds in terms of this policy shall comply with the:

- (a) Constitution of the Republic of South Africa, 1996 as amended (Constitution);
- (b) Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) as amended (MSA);
- (c) Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003)(MFMA)
- (d) Any other applicable legislation, regulations and policies that may govern the transfer of municipal funds and that are not in contradiction to the above; and
- (e) Cost Containment Interventions of National Government.

The Constitutional Court held in the *Fedsure* case that a municipality is constrained by the principle that it may not perform any function nor exercise any power other than that permitted by law.

The power of the Municipality to make Grant-in-Aid is regulated by section 156 of the Constitution as read with section 8 of the Municipal Systems Act (MSA), Act 32 of 2000. These provisions limit the power to make Grant-in-Aid to circumstances where it is reasonable and necessary for or incidental to the functions and exercise by the municipality of its powers.

"Reasonability" and "Necessary" are however subject to the availability of funds and the status of Cost Containment at the time of the request for Grant-in-Aid.

The power and functions of municipalities are set out in section 156 of the Constitution as read with parts B of Schedules 4 and 5 to the Constitution; annexed as **Annexure A**.

Any grant made that does not conform to the abovementioned requirements is irregular expenditure in terms of the Municipal Finance Management Act (MFMA) and could also be considered in some circumstance as unauthorised. These funds would therefore have to be recovered from the person liable for the expenditure in terms of section 32 of the MFMA.

All particulars of ALL Grants in Aid must be reflected in the budget and any adjustment budgets, in accordance with S17(3)(j) of the MFMA. Before transferring funds in terms of the Grant-in-Aid policy, the provisions of section 67 of the MFMA must be complied with, and NO Grant in Aid may be approved if it does not reflect in the budget or supplementary budget.

### 3. OBJECTIVES

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The objective of the Grant-in-Aid Policy is to, (when funds are available and no Cost Containment intervention is in place), complement the goals, objectives, programmes and actions of the Theewaterskloof Municipality in order to create sustainable, credible and caring towns by empowering and building communities and enhancing growth and sharing through partnerships. Grants in Aid should improve the opportunity for the Municipality to elicit the support of external organizations to deliver those services to communities that fall within the Municipality's area of responsibility in a way that allows the Municipality to create an enabling environment for community development and partnerships.

A key objective is to provide the opportunity of creating sustainable partnerships with outside agencies to achieve the objectives of the Municipality's Business Plan as outlined in the Integrated Development Plan.

It should also provide the opportunity for developing methods of joint funding strategies with outside agencies such as matching funding or sponsorship partnerships to meet the objectives of developmental local government.

### 4. RESTRICTIONS

- 4.1. The Policy applies to all transfers of grants made by the Municipality.
- 4.2. The total expenditure on grants may not exceed 0.05% of the operational budget of the Municipality when Cost Containment had been implemented in the Municipality.
- 4.3. The allocated amount to an individual or organisation will be for the discretion of the Executive Mayor/Deputy Mayor and/or Speaker.

### 5. APPLICABILITY

This Grant-in-Aid policy does **NOT** apply to the following, which Council may regulate via separate policies.

- 5.1. Bursaries or funds to bursars for other activities / reasons / resources;
- 5.2. Disaster relief;
- 5.3. Indigent grants;
- 5.4. Housing development subsidies;
- 5.5. Housing billing subsidies;
- 5.6. Donation of assets, moveable or immovable;

5.8. Conditional grants received by the Municipality, which are in turn awarded to outside organisations to perform the service/function.

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5.9. Inter Governmental Grants

5.10. Grants-in-aid in respect of property rates. This is contained in the Property Rates Policy.

## 6. CRITERIA - GENERAL GUIDELINES

The following guidelines shall apply upon application:

6.1. Applicants are required to be registered as non profit organisations in terms of Section 13 of the Non Profit Organisation Act, 1997 or registered as Section 21 (not for gain) Companies in terms of the Companies Act, 1973, or organs of state, or properly constituted community, welfare or voluntary organizations which have a constitution, provable active membership and an annual general meeting held within the previous 12 months.

6.1.1 *In order to comply with section 67(1) of the MFMA:  
Before transferring funds of the municipality to an organization or body outside any sphere of government otherwise than in compliance with a commercial or other business transaction, the accounting officer must be satisfied that the organization or body –*

(a) *has the capacity and has agreed –*

*(i) to comply with any agreement with the municipality;*

*(ii) for the period of the agreement to comply with all reporting, financial management and auditing requirements as may be stipulated in the agreement;*

*(iii) to report at least monthly to the accounting officer on actual expenditure against such transfer; and*

*(iv) to submit its audited financial statements for its financial year to the accounting officer promptly;*

6.2. **Notwithstanding 6.1 above, in exceptional circumstances as determined by the delegated authority, grants-in-aid may be made to any organisation or body that complies with the other criteria contained in the policy.**

6.3. **Section 6.1 does not apply to grants regulated in terms of sect. 67(4) of the MFMA to organisations or bodies serving the poor provided that the transfer does not exceed the prescribed limit and the provision of Section 67(4)(b) are complied with.**

6.4. Organisations or bodies having received funding from the Municipality during the previous financial year are required to attach to any **new applications**, a copy of the audited Financial Statements or audit certificate relating to the year in which the funding was received from the Municipality, as required in terms of section 67(1) of the MFMA.

6.5. The Municipality reserves the right not to fund an organisation or body two years in succession or in any future years.

6.6. Funding will not be considered in the following instances:

a) where only an individual will benefit subject to 5 above;

- b) political organizations/groupings;
  - c) where the utilisation of the grant in aid will be outside the boundaries of the Municipality, unless a clear and compelling benefit to the Municipality can be demonstrated;
  - d) where the application does not meet with the stated objectives of this policy;
  - e) where the application does not meet with the priorities, strategies and objectives as set out in the IDP;
- 6.7. Subsequent requests from applicants to cover overspending on projects will not be considered.
- 6.8. Applications for Grant-in-Aid should be aligned with the powers and functions allocated to municipalities by the Constitution of South Africa (Section 156)  
*156 (1) A municipality has the right to exercise any power concerning a matter reasonably necessary or, incidental to, the effective performance of its functions.*
- (Annexure A)**, section 8 of the Systems Act, as interpreted by the Municipality's IDP and the relevant sections of the MFMA.  
*Systems Act Section 8 (2) A municipality has the right to do anything reasonably necessary for, or incidental to, the effective performance of its functions and the exercise of its powers.*
- 6.9. Applicants / organisations and bodies may not be in arrears with their municipal accounts.
- 6.10. Grant-in-Aid transfers/payments shall be restricted to deserving organizations provided that such organisations or bodies:
- 6.10.1. operate as a separate legal entity and are recognized as such by South African legislation;
  - 6.10.2. are governed by their constitutions, have regular meetings with their membership and subscribe to sound accounting practices; and
  - 6.10.3. are located and serve communities and individuals who are most in need within the jurisdiction of the Municipality.
- 6.11. No grants will be allocated, under this policy, to organisations or bodies in cases where a member of Council or an official of Theewaterskloof Municipality receives any direct financial or other gain.

## 7. PUBLIC ADVERTISEMENT

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- 7.1. The Municipal Manager must place a public advert (second Quarter preceding the following budget year) in the main local newspapers distributed in the Theewaterskloof Municipal Area, calling for requests in order to be drafted in the following year's budget of the Executive Mayor/Deputy Mayor and/or Speaker.
  - 7.2. Advertisements should clearly specify the categories for which requests are called, the closing date for applications, who they should be addressed to, and where and how to obtain the relevant documentation pertaining to such applications, including the prescribed forms. Only applications made on the prescribed form (see Annexure C) may be considered. Advertisements should also clearly reflect the Municipality's right not to make an award, or otherwise see section 6.4.
  - 7.3. Should a body/ organisation submit an application after the public advertisement process has been dealt with, such application will not be considered.

## 8. GENERAL GUIDELINES AND CATEGORIES

### 8.1. GENERAL GUIDELINES

- (a) Funding of applications will primarily, be considered on an annual basis in response to the annual advertisement.
- (b) Where in Council's opinion, an organisation receives sufficient funds from other sources to sustain its activities or the project applied for. For this purpose, organisations must submit financial statements and a budget for the ensuing financial year.
- (c) Subsequent requests from applicants to cover overspending on projects will not be considered.

### 8.2. CATEGORIES ELIGIBLE FOR GRANT-IN-AID

The following categories currently apply. Other than the general guidelines and conditions set out above, the following categories may require specific criteria applicable to its projects/programmes:

#### 8.2.1. HEALTH

Projects/programmes include the following but are not limited to:

- (i) Public Health interventions inclusive of TB, STDs and HIV/Aids;
- (ii) preventable lifestyle diseases e.g. drug/alcohol/ substance abuse, tobacco related illnesses; and
- (iii) promotive and preventative services to infants, children and women.

## **8.2.2. ENVIRONMENT**

Purpose: To stimulate the development of sustainable leisure, aesthetic and environmental projects within the municipal area; to increase the awareness of the environment by promoting "Greening of the Theewaterskloof", but not limited to:

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- i. Environmental groups/organisations;
- ii. Organisations promoting community involvement as a means of sustaining leisure, aesthetic or environmental projects.
- iii. Projects which further the Council's aims and the strategies of IMEP (Integrated Municipal Environmental Policy) and including but not limited to the sustainable management of:
  - \_ Biodiversity;
  - \_ Natural and built environment;
  - \_ Heritage resources;
  - \_ Quality urban spaces;
  - \_ Ecological conservation areas;
  - \_ Urban agricultural complexes;
  - \_ Bio-regional planning;
  - \_ Nature area management;
  - \_ Wetlands;
  - \_ Animal welfare organisations;
  - \_ Eco-tourism, e.g. bird watching

## **8.2.3. SOCIAL DEVELOPMENT**

Purpose: The promotion of projects/programmes which stimulates the Theewaterskloof Municipality's Integrated Development Plan (IDP) focusing especially on the needs of the most marginalised sectors in the Theewaterskloof Area.

Projects/programmes include the following but are not limited to:

- \_ Poverty alleviation;
- \_ Urban renewal;
- \_ Capacity building of communities;
- \_ Youth development;
- \_ Women and gender development;
- \_ Early childhood development;
- \_ Street people programmes;
- \_ Facilitation of public participation processes; and
- \_ Arts and culture programmes.

## **8.2.4. SPORTS AND RECREATION**

Purpose: To stimulate the development of sustainable Sport, Recreation infrastructure and programmes within the municipal area; encourage creativity and self reliance on the part of grassroots sport and recreation bodies or groups; to increase participation in sport and recreation programmes and activities.

Projects/programmes include the following but are not limited to

- (i) Local sport, recreation clubs;
- (ii) Schools sports teams or individuals;
- (iii) Local sport and recreation councils, associations or informal groups;
- (v) Civic, community and non-governmental organisations.

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## **9. DISCRETIONARY APPLICATION**

Purpose: To support applications received from **individuals or organizations** and will be left to the discretion of the Executive Mayor/Deputy Mayor and/or Speaker, but within regulation 67 of the MFMA.

Projects/programmes include the following, but are not limited to

- (i) Local sport, recreation clubs;
- (ii) Schools sports teams or individuals;
- (iii) Local sport and recreation councils, associations or informal groups;
- (v) Civic, community and non-governmental organisations.

### **9.1 EXCELLENCE IN ARTS, SPORTS AND ACADEMIC**

Purpose: To give financial support to an individual or a group of individuals who can proof excellence in the categories of academic, arts and or sports.

Projects/ Programmes include the following but are not limited to

- (i) Schools sports teams or individuals;
- (ii) Civic, Community and Non-Governmental organisations.

### **9.2. QUICK WINS (WARD BASE)**

Purpose: To support the ward-based quick win initiative with the intent to make a change that is visible and will have an immediate impact.

Projects/programmes include the following, but are not limited to

- (i) The allocated quick-win budget as approved by the Council.
- (ii) Funding that becomes available to support the quick-win initiative.

### **9.3. SPECIAL EVENTS**

Purpose: To give financial support to sports events, pageant, celebration historical reenactment, entertainment, exhibition, parade, fair, festival or similar activity that is not a demonstration, engaged in by one or more persons, the conduct which is reasonably likely to attract a crowd or onlookers.

The aim will mainly be for advertising, celebration, marketing, promotion, and sales, with a focus on having a more social rather than business nature, but does not exclude the business section.

Projects/programmes include the following but are not limited to:

- (i) Local sport, recreation clubs
- (ii) Schools sports teams or individuals;
- (iii) Civic, community and non-governmental organisations.

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#### **9.4 APPROVAL PROCESS FOR DISCRETIONARY APPLICATION:**

The requesting organization submits a formal request to the relevant department, whereby the said department reviews the request, and assesses its alignment in terms of the Integrated Development Plan (IDP) and Council's objectives.

Once assessed and provisionally approved, a Memorandum is drawn up in support of the application for signature and final approval by the Accounting Officer. The approval of the Discretionary Application does not follow the process of the Donation Adjudication Committee as per point 14 but vests with the Accounting Officer as per Section 67(1) b+c in the MFMA.

### **10. APPLICATION PROCEDURE**

Applications and proposal for Grant-in-Aid must be on the prescribed form stated in 7.2 above, a copy of which is attached hereto as Annexure C. Applications must be accompanied by a covering letter on the letterhead of the organisation or body, signed by the head of the organisation or body and must include the following information:

- (a) The applicant's legal name and a brief description of the applicant organisation's or institution's business;
- (b) If the applicant claims to be a non-profit organisation, a copy of the valid NPO Registration Certificate and Constitution
- (c) The date of establishment, details of the applicant's members, founding documents, including constitution and certificates of incorporation;
- (d) A contact name, full street address, telephone number and e-mail address of the applicant;
- (e) Details of sources of income and funding with supporting documents;
- (f) Banking details with supporting documents
- (g) If funding is required for a specific project, a brief description of the project and what it aims to achieve, as well as the detailed budget for and duration of the project;
- (h) The request must be project orientated and the organisation's or body's overall budget must be included;
- (i) The most recent audited financial statements with an auditor's conclusion letter;
- (j) A summary of past achievements; and
- (k) As set out in Section 67(1) b+c in the MFMA;  
A declaration by the head of the applicant to the satisfaction of the Municipal Manager, that the organisation or body implements effective, efficient and transparent financial management and internal control mechanisms to guard against fraud, theft

and financial mismanagement and has in the past complied with requirements for similar transfers of funds.

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## 11. OBLIGATIONS OF THE APPLICANT

### **The following conditions are subject to a comprehensive Standard Operating Procedure**

- 11.1. The head of the organisation or body must acknowledge in writing to the Municipal Manager that the money was received in its bank account and that the amount is/will be utilised to the benefit and in accordance with the role of the organisation or body in society. The funds should be used as outlined in the application form.
- 11.2. The organisation or body shall submit a monthly report, to the Municipal Manager on the actual expenditure regarding the activities conducted, the ward within which activities are conducted, as well as the number of people benefiting from the activities. (Refer 67 (1)(a)(iii))
- 11.3. Where grants are made to organisations in terms of Section 8.2 of the policy and Section 67(4) of the MFMA, the responsible Line Department must ensure that the targeted beneficiaries receive the benefit, by obtaining receipts of the actual expenditure incurred and any other appropriate evidence.
- 11.4. Where it is found that grants are being used in breach of the agreement, the provisions contained in the agreement must be invoked and the matter must be reported to the Accounting Officer.
- 11.5. Successful applicants are required to acknowledge the Municipality as the provider of funding in their funding record as well as any public record of grants/donations received.

## 12. RIGHTS OF THE MUNICIPALITY

- 12.1. The Municipality shall be entitled, from time-to-time, to verify and inspect the existence and activities of the organisation or body. The municipality will therefore have the right to physically visit the premises where the organisation, or the funded project, is based; to peruse the budgets and any progress reports related to the project for which the grant was made.
- 12.2. The Municipality shall manage and/or monitor contracts entered into with organisations or bodies by receiving reports and doing the necessary site visits and inspections to ensure that this policy and contract are being complied with.
- 12.3. The Municipality has the right to allocate the Grant-in-Aid, in whole or in part, to the beneficiary's municipal account(s) in respect of rates and services instead of payment in cash.
- 12.4. The prioritisation and themes for applications as well as the amount of the Grant-in-Aid may vary from year to year.

## 13. AGREEMENT

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Before any funds are transferred to an organization an agreement must be concluded by the Municipal Manager with the beneficiary to protect the interest of the Municipality.

## 14. DONATION ADJUDICATION COMMITTEE

14.1. The Adjudication Committee **must** consist of the Executive Mayor, Executive Deputy Mayor, the Speaker or other Councillors as designated; one Councillor from the Opposition Party, the Municipal Manager, Chief Financial Officer, as well as any other official the Committee may wish to include.

14.1.1 Should the proposal fall under the 'Quick Wins', ward-based category, that ward's Councillor must be invited to the adjudication committee.

14.2. The Adjudication Committee will evaluate all proposals received.

14.3. The Adjudication Committee will have the power to make final awards.

14.4. The Adjudication Committee must submit quarterly reports to the Council of the Municipality, containing particulars of each final award made, including:

- (a) The amount of each award; and
- (b) The name of the organisation or body to whom the award was made.

## 15. COMMENCEMENT AND SHORT TITLE

The policy is called **Theewaterskloof Municipality's Grant-In-Aid Policy**.

# ANNEXURE A: SECTION 156 OF THE CONSTITUTION: POWERS AND FUNCTIONS OF MUNICIPALITIES.

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1. A municipality has executive authority in respect of, and has the right to administer-
  - (a) The local government matters listed in Part B of Schedule 4 and Part B of Schedule 5; and
  - (b) any other matter assigned to it by national or provincial legislation.
2. A municipality may make and administer bylaws for the effective administration of the matters which it has the right to administer.
3. A municipality has the right to exercise any power concerning a matter reasonably necessary for, or incidental to, the effective performance of its functions.”

## SCHEDULE 4

### PART B

The following local government matters to the extent set out in section 155(6)(a) and (7):

- Air pollution
- Building regulations
- Child care facilities
- Electricity and gas reticulation
- Fire-fighting services
- Local tourism
- Municipal airports
- Municipal planning
- Municipal health services
- Municipal public transport
- Trading regulations
- Storm water management systems in built-up areas
- Municipal public works only in respect of the needs of municipalities in the discharge of their responsibilities to administer functions specifically assigned to them under this Constitution or any other law
- Pontoons, ferries, jetties, piers and harbours, excluding the regulation of international and national shipping and matters related thereto
- Water and sanitation services limited to potable water supply systems and domestic waste-water and sewage disposal systems

## SCHEDULE 5

### PART B

The following local government matters to the extent set out for provinces in section 155(6) (a) and (7):

- Beaches and amusement facilities
- Billboards and the display of advertisements in public places
- Cemeteries, funeral parlours and crematoria

- Cleansing
- Control of public nuisances
- Control of undertakings that sell liquor to the public
- Facilities for the accommodation, care and burial of animals
- Fencing and fences
- Licensing of dogs
- Licensing and control of undertakings that sell food to the public
- Local amenities
- Local sport facilities
- Markets
- Municipal abattoirs
- Municipal parks and recreation
- Municipal roads
- Noise pollution
- Pounds
- Public places
- Refuse removal, refuse dumps and solid waste disposal
- Street trading
- Street lighting
- Traffic and parking

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# ANNEXURE B – MEMORANDUM OF AGREEMENT

Entered into by and between

**THEEWATERSKLOOF MUNICIPALITY**

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Herein represented by

in his / her capacity as

he/ she being duly authorized thereto  
(herein after referred to as “the Municipality”)

and

---

Herein represented by

---

in his/her capacity as

---

he/she being duly authorized thereto  
(herein after referred to as “the Beneficiary”)

**WHEREAS** the Municipality has agreed to allocate the sum of

to the Beneficiary and the Beneficiary has agreed to accept the money, subject to the conditions stipulated hereinafter;

WHEREAS the Beneficiary agrees to apply such allocated amount of money for the purposes of funding the programme as set out in the attached project/programme description or business plan and/or service delivery\* agreement attached as Annexure C which project/programme description, business plan or service delivery agreement forms part of this agreement.

\* service delivery to the community, not to the municipality

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

The Municipality shall effect payment of the sum of

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to the Beneficiary in a lump sum:

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and the Beneficiary accepts the money allocated, subject to the following terms and conditions.

1. The Beneficiary undertakes to provide the Municipality with the Certified details of a separate bank account opened at any registered bank within the Republic of South Africa within 7 (seven) days of the date of signing of this agreement in order to allow the Municipality to deposit the funds directly into such bank account.
2. The Beneficiary herewith confirms that effective, efficient and transparent financial management and internal control systems are in place.
3. The Beneficiary will have provided the Municipality with a copy of its most recent audited financial statements or audit certificate, prior to the signing of this agreement, as part of the Municipality's assessment process.
4. The Beneficiary undertakes to prepare financial statements in respect of the financial years for which this agreement is or remains in force, and undertakes to have these financial statements audited.
5. The Beneficiary herewith confirms and acknowledges that the funds may only be utilized for the purpose for which it was approved.
6. The Beneficiary must ensure that the funds earn interest at competitive rates until it can be utilized for the purpose for which it was approved.
7. Interest earned must be credited to the account opened in terms of clause 2 and may only be utilized for the benefit of the approved project.
8. The parties agree that in the event that the project does not commence within 3 (three) months after the funds were deposited into the bank account of the Beneficiary, all funds paid by the Municipality in respect of this project/programme must immediately be refunded to the Municipality, with all interest accrued.
9. The Parties agree that, on completion of the project/programme, any unutilised funds and interest earned thereon will be paid back to the Municipality within one month or on a date as determined by the Municipality.
10. The Beneficiary undertakes to retain all expenditure vouchers, including cashed cheques, indicating the project number, etc. for audit purposes.
11. The Beneficiary undertakes to submit to the Municipality (Director:) monthly reports reflecting expenditure incurred against the funds deposited. The Municipality retains the right to request more frequent expenditure reports if deemed necessary.
12. Audited financial statements, which disclose the total allocation of funds from the Municipality, total interest earned and total expenditure, must be forwarded to the Municipality (Director: Finance) within three months of the end of the

Beneficiary's financial year in respect of the financial years for which this agreement is or remains in force.

13. The Beneficiary, on completion of the project if sooner or at least annually, must submit a comprehensive report, prepared by its Director, Chief Executive Officer or other most senior member of its management team, as the case may be, pertaining to the project funds allocated and which refers to:

- the functions and objectives of the Beneficiary organisation provided for by law or in terms of this agreement;
- the extent to which the Beneficiary achieved the objectives for which the funds have been provided; and
- any other appropriate performance information regarding the economical, effective, efficient and appropriate utilisation of the funds.

14. The Municipality has the right to withhold any funds payable to the Beneficiary in terms of this agreement, until all reports referred to in clause 12 have been received.

15. In the event that the Beneficiary does not comply with any or all of the conditions as set out in this agreement, or conditions as set out in any project/programme description, business plan or service delivery agreement attached to this agreement as an annexure, the Municipality shall be entitled to immediately and without notice cancel this agreement and claim back all the funds allocated together with interest accrued, and to stop all future payment/s with regard to the project/programme of the Beneficiary, without detriment to any other remedy which may be available to it in law.

16. Each of the parties chooses its domicilium citandi et executandi for the purposes of the giving of any notice, the serving of any legal process and for any purposes arising from its Agreement at their respective addresses set forth hereunder:

The Beneficiary:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Municipality:

**Theewaterskloof Municipality**

**Plein Street 24**

**Caledon**

**7230**

Any notice to any party shall be addressed to it at its domicilium aforesaid and be sent either by prepaid registered post or be delivered by hand. In the case of any notice:

- sent by pre-paid registered post, it shall be deemed to have been received, unless the contrary is proved, on the third business day after posting; and
- delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day.

Any party shall be entitled by notice in writing to the other, to change its domicilium to any other address within the Republic of South Africa, provided that the change shall become effective only ten (10) business days after the service of the notice in question;

Any notice addressed to the Municipality shall be required to be addressed to the Municipal Manager, for the attention of **Mr .....** to be deemed to have been effectively delivered of served.

17. This agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No agreements, guarantees of representations, whether verbal or in writing, have been concluded, issued or made, upon which either party is relying in concluding this Agreement, save to the extent set out herein.
18. No variation of, or addition or agreed cancellation to this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.
19. If any of the clauses of this Agreement or Annexure thereto are found to be invalid or not binding on the parties, such finding will not affect the validity of this agreement and the parties agree to be bound by the other provisions of the agreement.

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Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20

**AS WITNESSES:**

- |    |                           |  |
|----|---------------------------|--|
| 1. |                           |  |
|    |                           |  |
|    | (Name in capital letters) | For <b>THE BENEFICIARY</b><br>Duly represented by:   |
| 2. |                           |  |
|    |                           |  |
|    | (Name in capital letters) | (Name in capital letters)<br>in his/her capacity as: |
|    |                           |  |
|    | (Name in capital letters) |  |

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20

**AS WITNESSES:**

- |    |                           |  |
|----|---------------------------|--|
| 1. |                           |  |
|    |                           |  |
|    | (Name in capital letters) | For <b>THE MUNICIPALITY</b><br>Duly represented by:  |
| 2. |                           |  |
|    |                           |  |
|    | (Name in capital letters) | (Name in capital letters)<br>in his/her capacity as: |
|    |                           |  |
|    | (Name in capital letters) |  |

## ANNEXURE C: - APPLICATION FOR A GRANT-IN-AID

A	Legal Name of Organisation			
B	Date and year in which the organisation was founded:			
	(Give a brief description of business or activities of the organisation.)			
C	<b>Contact Details:</b>			
	Name:		Title/Position:	
	Physical Address:		Postal Address:	
	Postal Code:		Postal Code:	
	Tel. No:		Fax. No:	
D	In which ward is the organisation active?			
	Is the organisation a non-profit organisation?		YES	NO
	If yes, registration number:			
	Is funding required for a specific project?		YES	NO
	If yes, attach details separately			
	Budget for projects:			
	Duration of project:			
	If no, is funding required for general support?		YES	NO
	Has the organisation received a grant-in-aid from the Municipality before?		YES	NO
	If yes, state the amount and date it was received.			
	Has the Organisation received funds from Government or other institutions and if so indicate how much.			
E	HEALTH	ENVIRONMENT	SOCIAL DEVELOPMENT	
	SOCIAL WORKS	SPORT AND RECREATION	OTHER	
	If "Other", please specify:			
	Note: For more detail, see attached Grant-In-Aid Policy – General guidelines and categories.			
	Indicate specific type of project/program, as per the Grant-In-Aid Policy:			

APPLICATION FOR A GRANT-IN-AID (Continued)	
F	<p><b>THE FOLLOWING MUST ACCOMPANY THIS APPLICATION:</b></p> <ul style="list-style-type: none"> <li>· A copy of the latest, audited financial statements, if available</li> <li>· A copy of the Organisation's Constitution / Articles / Memorandum and NPO Certificate</li> <li>- A copy of the SARS INCOME TAX Notice of registration (less than 3 months old)</li> <li>· A copy of a project/programme description and/or a business plan for the ensuing financial year.</li> <li>· Full details of the proposal or project including its <u>objectives</u>, the <u>number of people</u> who will <u>benefit</u> and how the project will <u>contribute or enhance the strategic objectives</u> of Theewaterskloof Municipality.</li> <li>· <u>Commencement</u> and <u>completion dates</u> of the project.</li> <li>· <u>Information</u> on the <u>total cost of the project budget</u>, including a <u>breakdown of costs</u> and an outline of any <u>contribution by fundraising</u> and/or <u>own contribution</u>.</li> <li>· A list of <u>all other sources of funding</u> together with the assessments.</li> <li>· <u>Detail of the applicant</u> and its <u>executive</u>.</li> </ul>
G	<p><b>THE FOLLOWING SHALL APPLY:</b></p> <ol style="list-style-type: none"> <li>1. The allocation of the Grant-in-aid will only be considered if this <u>document has been fully completed</u> and signed and accompanied by the required and supporting documentation referred to therein.</li> <li>2. An applicant who has been registered as a "non profit" organisation in terms of Section 13 of the <u>Non Profit Organisation Act</u>, 1997 must submit the necessary <u>proof</u> thereof together with its application.</li> <li>3. Applicants must in their submission clearly indicate / <u>specify and motivate</u> what the funds will be utilised for.</li> <li>4. The grant-in-aid must be exclusively <u>utilised for the purpose defined</u> and the successful applicant must submit the necessary undertaking to this effect.</li> <li>5. Applicants must in their <u>submission satisfy</u> the Municipality of their <u>ability to execute the project successfully</u>.</li> <li>6. <u>Organisations who have already received financial or other assistance</u> from the Municipality during the previous financial year must specify same in their application.</li> <li>7. <u>No funding</u> will be considered <u>for political and ratepayers organisations / groupings</u>.</li> <li>8. <u>No funding</u> will be considered where <u>only an individual will benefit</u>.</li> <li>9. <u>Projects outside the boundaries</u> of the Council will not be considered.</li> <li>10. Subsequent requests from applicants to cover <u>overspending</u> on projects will not be considered.</li> <li>11. Successful applicants must at all times comply with the provisions of <u>Section 67 (1)</u> of the Municipal Finance Management Act No. 56 of 2003 which inter alia stipulated that the organisation or body has to:- <ul style="list-style-type: none"> <li>· Enter into and comply with an agreement with the Municipality and with all <u>reporting, financial management and auditing requirements</u> as may be contained in such agreement: (A copy of Memorandum of Agreement is attached)</li> </ul> </li> </ol>

· Report monthly on the actual expenditure of the amount allocated to it.

12. The Municipality reserves the right not to fund an Organisation two years in succession.

13. Funding will not be considered where a project or organisation is already receiving funds from Municipality in terms of its functions. Applicants are required to disclose other sources of funding.

14. Funding will not be considered where in Council's opinion, an organisation received sufficient funds from other sources to sustain its activities or the project applied for. For this purpose, organisations must submit financial statements and budget for the ensuing financial year.

15. Organisations having received funding from the Theewaterskloof Municipality during the previous financial year, are required to attached to any new applications, a copy of the Financial Statements relating to the year in which the funding was received from Council, as required in terms of Section 17 of the Non-profit Organisation Act, 1997 and section 67 (1) of the Municipal Finance Management Act 2003 (MFMA)

**APPLICATION FOR A GRANT-IN-AID (Continued)**

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<b>H</b>	<p><b>UNDERTAKING:</b></p> <p>I/We hereby verify that the information provided in this application is true and correct and that the Conditions applicable to the allocation of a Grant-In-Aid as set out above have been read, understood and will be complied with.</p> <p>I/We also declare that the organisation implements effective, efficient and transparent financial management and internal control mechanisms to guard against fraud, theft and financial mismanagement and has in the past complied with requirements for similar transfers of funds.</p> <p>Thus done and signed at _____ on this ____ day of _____ 20____</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-top: 1px solid black; border-bottom: 1px solid black;">Chairperson / Authorised Representative</td> <td style="width: 50%; border-top: 1px solid black; border-bottom: 1px solid black;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">(Name in block letters)</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Secretary / Duly Authorised Signatory</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">(Name in block letters)</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"></td> </tr> </table>	Chairperson / Authorised Representative	Date	(Name in block letters)		Secretary / Duly Authorised Signatory	Date	(Name in block letters)	
Chairperson / Authorised Representative	Date								
(Name in block letters)									
Secretary / Duly Authorised Signatory	Date								
(Name in block letters)									

<b>I</b>	<p><b>PLEASE NOTE:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 5%; text-align: center;">1</td> <td style="width: 45%;">Completed application forms must be:</td> <td style="width: 50%;">Or :</td> </tr> <tr> <td></td> <td>(a) Submitted to: The Municipal Manager Theewaterskloof Municipality P O Box 24 Caledon, 7230</td> <td>(b) Delivered to: The Municipal Manager Theewaterskloof Municipality 6 Plein Street Caledon 7230</td> </tr> <tr> <td style="text-align: center;">2</td> <td colspan="2">Closing date and time for submission of applications:</td> </tr> <tr> <td></td> <td>DATE: _____</td> <td>TIME: _____</td> </tr> <tr> <td style="text-align: center;">4</td> <td colspan="2">No late applications will be considered.</td> </tr> </table>	1	Completed application forms must be:	Or :		(a) Submitted to: The Municipal Manager Theewaterskloof Municipality P O Box 24 Caledon, 7230	(b) Delivered to: The Municipal Manager Theewaterskloof Municipality 6 Plein Street Caledon 7230	2	Closing date and time for submission of applications:			DATE: _____	TIME: _____	4	No late applications will be considered.	
1	Completed application forms must be:	Or :														
	(a) Submitted to: The Municipal Manager Theewaterskloof Municipality P O Box 24 Caledon, 7230	(b) Delivered to: The Municipal Manager Theewaterskloof Municipality 6 Plein Street Caledon 7230														
2	Closing date and time for submission of applications:															
	DATE: _____	TIME: _____														
4	No late applications will be considered.															

# ANNEXURE D : APPOINTMENT LETTER

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## GRANT-IN-AID DONATION ADJUDICATION COMMITTEE

I ..... Duly appointed in terms of Section 16.2 by the Municipal Manager, hereby appoints you in your capacity as ..... as a member of the **Grant-In-Aid Donation Adjudication Committee** as stipulated in the **Theewaterskloof Grant-In-Aid Policy**.

The Adjudication Committee will evaluate all proposals received.

The Adjudication Committee will have the power to make final awards.

The Adjudication Committee must submit a report to the Council of the Municipality, containing particulars of each final award made, including:

- (a) the amount of each award; and
- (b) the name of the organization or body to whom the award was made.

.....  
**Municipal Manager/ Senior Manager**

.....  
**Date**

.....  
**Witness**

.....  
**Date**

**ITEM TITLE****C72/2026 DIRECTORATE FINANCE: DISPOSAL OF ASSETS***[English version of the report is the original]***FILE NUMBER**

6/1/1/4

**PURPOSE OF REPORT**

To obtain the Council's approval for the disposal of assets.

**BACKGROUND**

The Community Services and Technical Department conducted an assessment on their respective assets of which municipal fleet was identified as vehicles that are no longer economical to operate or repair. The survey confirmed that certain vehicles have reached the end of their useful life cycle and are beyond economical repair. As a result, these vehicles have been classified as redundant and are recommended for disposal together with copper cable off cuts identified by the electrical department. The list has been consolidated and must be presented to the Council for consideration and approval, in compliance with Section 14 (Disposal of Capital Assets) of the Municipal Finance Management Act (MFMA)

The intention is to dispose of said assets in the form of a public auction.

A list of such assets is attached (Annexure "A"). Although the current carrying value is depicted in the attachment it should not be assumed as a reserve price offering.

**DISCUSSION**

None.

**FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

All the assets have been paid for. The Council will save on further insurance premium and depreciation (as well as other related expenses).

**LEGAL IMPLICATIONS (ITEM AUTHOR)**

In terms of Section 14 (2) of the MFMA:

(2). A Municipality may transfer ownership or otherwise dispose of a capital asset other than one contemplated in subsection, but only after the municipal council, in a meeting open to the public-

(a) has decided on reasonable grounds that the asset is not needed to provide the minimum level of basic municipal services.

**RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

None.

**RECOMMENDATION BY ITEM AUTHOR:**

It is recommended that Council approves the disposal of assets per Annexure "A".

**RECOMMENDATION BY THE FINANCE COMMITTEE TO EMC: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor H Linnerts and seconded by Councillor C Benjamin it was recommended as follows:

**That Council approves the disposal of assets per Annexure "A".**

**RECOMMENDATION BY THE EMC TO COUNCIL: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor CT Cloete and seconded by Councillor H Linnerts it was recommended as follows:

**That Council approves the disposal of assets per Annexure "A".**

**RECOMMENDATION TO COUNCIL:**

It is recommended that Council approves the disposal of assets per Annexure "A".

**Annexure A**

Asset Id	Bar Code	Functional Location Code	Functional Location Town	Description	Extended Description	2526 Adjusted Carrying Closing Balance
57	CEO 3914	L0480	Caledon	TRUCK	NISSAN UD80	0,00
279	CAM 25672	L0114	Genadendal	LDV	2009 NISSAN NP300	39,299.78
280	CEO 9890	L0244	Grabouw	LDV	Hyundai H100 2006	2,132.59
281	CEO 9890	L0244	Grabouw	CANOPIY	Hyundai H100 2006	1,779.43
301	CAM 25665	L0261	Villiersdorp	TRACTOR DIGGER LOADER	2008 TEREX 860 SX	279,310.40
302	CAM 9611	L0480	Caledon	LDV	TOYOTA HILUX	716.31
306	CAM 25669	L0600	Villiersdorp	LDV	2008 NISSAN NP300	39,299.78
374	CAM 4175	L0261	Villiersdorp	TRACTOR	LANDINI	1,859.47
5765	CAM 7978	L0619	Caledon	MOTOR VEHICLE	VW POLO VIVO	46,939.40
12766	CAM 11874	L0545	Villiersdorp	TRUCK	NISSAN UD90	399,393.41
12789	CAM 23784	L0114	Genadendal	TRUCK	2008 NISSAN UD70	261,900.88
12793	CAM 13857	L0114	Genadendal	TRUCK	NISSAN UD70	349,019.01
12941	CEO 1739	L0244	Grabouw	GRADER	GALLION	333,456.84

Asset Id	Bar Code	Functional Location Code	Functional Location Town	Description	Extended Description	2526 Adjusted Carrying Closing Balance
13094	CAM 29919	L0143	Villiersdorp	Aveo 1.6 Man 4DR Notch L Vin KL1TD5C66GB503942	Chev Aveo	92,491.32
22747	CAM 13781	L0114	Genadendal	TRACTOR DIGGER LOADER	2007 NEW HOLLAND LB90	208,472.25
22750	CAM 18506	L0114	Genadendal	TRUCK	TOYOTA DYNA	5,218.52
22753	CAM 7165	L0114	Genadendal	TRACTOR	1999 URSUS 2812	480.96
24181	CAM 23343	L0214	Grabouw	TRUCK	Nissan Cabstar 2007	82,344.78
27893	CAM 12145	L0654	Caledon	ISUZU DOUBLE CAB KB300		13,779.79
30619	CAM 34735	L0658	Caledon	REFUSE COMPACTOR	1998 NISSAN CW290	156,761.52
31042	CAM 36473	Pound	Caledon	LDV Corsa Pick Up	Chevrolet	20,576.48
31044	CAM 38067	L0623	Caledon	LDV Corsa Pick Up	Chevrolet	20,576.48
42640	CAM 39565	L0420	Caledon HQ	Chevrolet	Aveo 1.6 AL 2013	14,822.86
42641	CAM 39773	L0623	Caledon	Chevrolet	Aveo 1.6 AL 2013	14,822.86
-	-	-	Villiersdorp	Copper Cables off cuts	Off Cuts	-

**TOTAL: 2,385,455.12**

**ITEM TITLE**

**C73/2026 DIRECTORATE FINANCE: DEPARTMENT SUPPLY CHAIN  
MANAGEMENT: DEVIATION REPORT FOR JANUARY 2026**

*[English version of the report is the original]*

**FILE NUMBER**

6/3/3/6

**PURPOSE OF REPORT**

To present a report to Council consisting of the reasons for deviating in terms of subparagraphs 36(1)(a) and (b) of the SCM Policy for the month of January 2026.

**Please note that there were no deviations for the month of January 2026.**

**BACKGROUND**

The Accounting Officer may –

- a) dispense with the official procurement processes established by this Policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only –
  - (i) in an emergency; (An emergency is an unforeseeable sudden event with harmful or potential harmful consequences for the municipality which requires urgent action to address.)

Circumstances that warrant emergency dispensation, includes but are not limited to –

- a) the possibility of human injury or death,
- b) the prevalence of human suffering or deprivation of rights,
- c) the possibility of damage to property, or suffering and death of livestock and animals, the interruption of essential services, including transportation and communication facilities or support services critical to the effective functioning of the municipality as a whole, the possibility of serious damage occurring to the natural environment,
- d) the possibility that failure to take necessary action may result in the municipality not being able to render an essential community service,
- e) the possibility that the security of the state could be compromised.

The prevailing situation, or imminent danger, should be of such a scale and nature that it could not readily be alleviated by interim measures, in order to allow time for the formal tender process.

- (i) if such goods or services are produced or available from a single source or sole provider only (as per definition);
  - (ii) for the acquisition of special works of art or historical objects where specifications are difficult to compile;
  - (iii) acquisition of animals for zoos and/or nature and game reserves; or
  - (iv) in any other exceptional case where it is impractical or impossible to follow the official procurement processes;
  - (v) ad-hoc repairs to plant and equipment where it is not possible to ascertain the nature or extent of the work required in order to call for bids; and
- b) ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.

### **DISCUSSION**

The report in terms of subparagraph 36(1)(a) can be found attached. Also note that the Accounting Officer did not ratify minor breaches of the procurement process in terms of subparagraph 36(1)(b).

### **FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

As per attachment.

### **LEGAL IMPLICATIONS (ITEM AUTHOR)**

Regulation 36 of the Supply Chain Management Policy.

### **RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

Not applicable.

### **RECOMMENDATION BY ITEM AUTHOR:**

**It is recommended that Council takes cognisance of the report.**

### **RECOMMENDATION BY THE FINANCE COMMITTEE TO EMC: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, it was unanimously recommended as follows:

**That Council takes cognisance of the report.**

**RECOMMENDATION BY THE EMC TO COUNCIL: 17 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor CT Cloete and seconded by Councillor H Linnerts it was recommended as follows:

**That Council takes cognizance of the report.**

**RECOMMENDATION TO COUNCIL:**

**It is recommended that Council takes cognisance of the report.**

**DEVIATION REPORT**  
 REPORT ON PURCHASE DEVIATIONS APPROVED BY THE MUNICIPAL MANAGER IN TERMS OF SECTION 39 OF THE SUPPLY CHAIN MANAGEMENT POLICY/REGULATIONS /  
 for period from 01 January 2016 to 31 January 2016

No	Reg as Declaration	Requested service (if any)	Requested by	Recommended by Manager	Recommended by Dir. or Dep Dir	Motion of Directorate	Approved by	Approval date	Order Date	Supplier	Details of goods or services supplied	Being / Amount (R)	Corp / Town	Directorate	Revised / Reasons / Reason for deviation	Volume / Complies with	Tab. (1)
<b>GRAND TOTAL</b>																	
<b>GRAND TOTAL</b>																	

**ITEM HEADING****C74/2026 MUNICIPAL PUBLIC ACCOUNTS COMMITTEE: DIRECTORATE FINANCE: REPORTED ON UNAUTHORISED EXPENDITURE FOR 2022/2023 AND 2023/2024 FINANCIAL YEAR**

*[English version of the report is the original]*

**FILE NUMBER**

6/3/1/5/1

**PURPOSE / AIM OF REPORT**

The purpose of this report is to inform the MPAC committee of Unauthorised Expenditure for 2022/23 and 2023/24 financial years.

**BACKGROUND**

Unauthorised Expenditure in the amount of R 104 357 068.00 (2022/2023) and R 49 370 445.00 (2023/2024) as disclosed per note 57.1 of the audited Annual Financial Statements.

**DISCUSSION**

Unauthorised expenditure is defined in section 1 of the MFMA as follows:

“unauthorised expenditure”, in relation to a municipality, means any expenditure incurred by a municipality otherwise than in accordance with section 15 or 11(3), and includes—

- (a) overspending of the total amount appropriated in the municipality’s approved budget;
- (b) overspending of the total amount appropriated for a vote in the approved budget;
- (c) expenditure from a vote unrelated to the department or functional area covered by the vote;
- (d) expenditure of money appropriated for a specific purpose, otherwise than for that specific purpose;
- (e) spending of an allocation referred to in paragraph (b), (c) or (d) of the definition of “allocation” otherwise than in accordance with any conditions of the allocation;  
or
- (f) a grant by the municipality otherwise than in accordance with this Act.

Section 32 of the Municipal Finance Management Act (MFMA), No. 56 of 2003 states the following:

*“(1) Without limiting liability in terms of the common law or other legislation*

- 1. a political office-bearer of a municipality is liable for unauthorised expenditure if that office-bearer knowingly or after having been advised by the accounting officer of the municipality that the expenditure is likely to result in unauthorised expenditure, instructed an official of the municipality to incur the expenditure;*
  - 2. the accounting officer is liable for unauthorised expenditure deliberately or negligently incurred by the accounting officer, subject to subsection (3);*
  - 3. any political office-bearer or official of a municipality who deliberately or negligently committed, made or authorised an irregular expenditure, is liable for that expenditure; or*
  - 4. any political office-bearer or official of a municipality who deliberately or negligently made or authorised a fruitless and wasteful expenditure is liable for that expenditure.*
- (2) A municipality must recover unauthorised, irregular or fruitless and wasteful expenditure from the person liable for that expenditure unless the expenditure—*
- 1. in the case of unauthorised expenditure, is—*
    - (i) authorised in an adjustments budget; or*
    - (ii) certified by the municipal council, after investigation by a council committee, as irrecoverable and written off by the council;*

#### **COMMENTS FROM DIRECTORATE**

Breakdown of expenditure was attached.

#### **FINANCIAL IMPLICATIONS (ITEM AUTHOR)**

The unauthorised expenditure of R 104 357 068.00 (2022/2023) and R 49 370 445.00 (2023/2024) has been recorded in the financial statements. Management should ensure that reoccurrence is prevented

#### **LEGAL IMPLICATIONS (ITEM AUTHOR)**

Section 32 of the MFMA

#### **RISK MANAGEMENT IMPLICATION (ITEM AUTHOR)**

Failing to manage unauthorised expenses in accordance with the MFMA could result in Council Losing money and not receiving value for money. However, in this case Council did not suffer any losses or damages and received value for money.

**RECOMMENDATION BY ITEM AUTHOR:**

It is therefore recommended that, in the view of the fact that there is no reason to suspect fraud, Council has received value for money, Council did not suffer any loss and as there are no grounds for a claim against any official, the unauthorised expenditure in the amount of R104 357 068 be written off for the financial year 2022/2023 and the amount of R49 370 445.00 be written off for the financial year 2023/2024.

**RECOMMENDATION BY MANAGEMENT TO THE FINANCE COMMITTEE: 08 MAY 2025**

It is therefore recommended that, in the view of the fact that there is no reason to suspect fraud, Council has received value for money, Council did not suffer any loss and as there are no grounds for a claim against any official, the unauthorised expenditure in the amount of R104 357 068 be written off for the financial year 2022/2023 and the amount of R49 370 445.00 be written off for the financial year 2023/2024.

**RECOMMENDATION FROM MPAC TO COUNCIL: 11 JUNE 2025**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor P Stander, and seconded by Councillor M Botes it was recommended as follows:

**That the agenda-item be referred to Council for an investigation in terms of Section 106 of the Local Government Municipal Systems Act, 2000.**

**RESOLVED BY COUNCIL: 27 JUNE 2025**

**Council noted that the agenda-item has been withdrawn and will not be discussed during the meeting.**

*Agenda-item be referred to MPAC for consideration.*

**RESOLVED BY MPAC: 26 AUGUST 2025**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor M Botes, and seconded by Councillor T Zimmermann it was resolved as follows:

- 1. That the agenda item be referred back.**
- 2. That the Department Finance must submit a complete list of all the unauthorized expenditure for the financial year 2022/2023 and 2023/2024 at the next MPAC Meeting.**

- 1. Agenda-item referred back.*
- 2. For finalization by the Director: Finance, Mr P Mabhena.*

**COMMENTS BY ITEM AUTHOR:**

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Complete list of all the unauthorized expenditure for the financial year 2022/2023 and 2023/2024 is attached.

**RECOMMENDATION BY ITEM AUTHOR:**

**It is therefore recommended that, in the view of the fact that there is no reason to suspect fraud, Council has received value for money, Council did not suffer any loss and as there are no grounds for a claim against any official, the unauthorised expenditure in the amount of R104 357 068 be written off for the financial year 2022/2023 and the amount of R49 370 445.00 be written off for the financial year 2023/2024.**

**RECOMMENDATION BY MPAC TO COUNCIL: 05 FEBRUARY 2026**

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor PJ Stander, and seconded by Councillor D Jacobs it was recommended as follows:

**That, in the view of the fact that there is no reason to suspect fraud, Council has received value for money, Council did not suffer any loss and as there are no grounds for a claim against any official, the unauthorised expenditure in the amount of R104 357 068 be written off for the financial year 2022/2023 and the amount of R49 370 445.00 be written off for the financial year 2023/2024.**

**RECOMMENDATION TO COUNCIL:**

**It is therefore recommended that, in the view of the fact that there is no reason to suspect fraud, Council has received value for money, Council did not suffer any loss and as there are no grounds for a claim against any official, the unauthorised expenditure in the amount of R104 357 068 be written off for the financial year 2022/2023 and the amount of R49 370 445.00 be written off for the financial year 2023/2024.**

## Unauthorised Expenditure 2022/2023

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	Type	As per note 55.1		Variance
		of AFS	Working Paper	
Unauthorised Expenditure				
Depreciation and Amortisation	Non-cash	1 787 886	1 787 886	-
Debt Impairment	Non-cash	7 643 122	7 643 122	-
Contracted Services - Security Services	Cash	44 566 923	44 634 312	(67 389)
Other Expenditure - Hire Charges	Cash	50 359 137	50 435 284	(76 147)
		<u>104 357 068</u>	<u>104 500 603</u>	<u>(143 535)</u>

*Variance is due to savings on other expenditure line-items within "Vote 14 - Water"*







Invoice	Description	Invoice	Description	Amount
17010075890	Contracted Services - Security Services	23114	BLUE FALCON PTY LTD	656 750,00
17010075890	Contracted Services - Security Services	23142	UNITRADE 1047 (PTY) LTD	(27 291,02)
17010075890	Contracted Services - Security Services	R0011709	UNITRADE 1047 (PTY) LTD	16 756,00
17010075890	Contracted Services - Security Services	R0011708	UNITRADE 1047 (PTY) LTD	170 805,02
17010075890	Contracted Services - Security Services	R0017183	BLUE FALCON PTY LTD	1 125 051,19
17010075890	Contracted Services - Security Services	R0010126	SISWA TRADING AND PROJECTS	161 480,00
17010075890	Contracted Services - Security Services	R0012907	SISWA TRADING AND PROJECTS	258 800,00
17010075890	Contracted Services - Security Services	R0020029	SECURITY CONSORTIUM S.A. C.C.	100 000,00
17010075890	Contracted Services - Security Services	R0020029	SECURITY CONSORTIUM S.A. C.C.	548 400,00
17010075890	Contracted Services - Security Services	R0020030	SECURITY CONSORTIUM S.A. C.C.	1 129 066,00
17010075890	Contracted Services - Security Services	R0020030	SECURITY CONSORTIUM S.A. C.C.	585 934,00
17010075890	Contracted Services - Security Services	R0020024	UNITRADE 1047 (PTY) LTD	188 727,69
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	58 373,00
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	29 380,00
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	41 195,00
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	39 068,00
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	300 000,00
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	165 000,00
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	32 850,00
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	23 549,00
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	40 146,00
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	140 946,00
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	36 656,00
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	79 167,00
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	115 926,00
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	23 680,00
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	29 035,43
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	2 928,22
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	20 174,69
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	135 878,46
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	172 594,52
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	88 222,72
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	60 184,12
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	59 916,35
17010075890	Contracted Services - Security Services	R0020062	BLUE FALCON PTY LTD	44 259,92
17010075890	Contracted Services - Security Services	23620	BLUE FALCON PTY LTD	2 424 494,57
17010175890	Contracted Services - Security Services	23114	UNITRADE 1047 (PTY) LTD	686 400,00
17010175890	Contracted Services - Security Services	R0008884	SIBAKULU SECURITY (PTY) LTD	168 268,00
17010175890	Contracted Services - Security Services	R0009740	MACHAIRA PROJECTS (PTY) LTD.	209 231,14
17010175890	Contracted Services - Security Services	R0009830	RHULA NATIONAL SECURITY	144 900,00
17010175890	Contracted Services - Security Services	23143	RHULA NATIONAL SECURITY	(18 900,00)
17010175890	Contracted Services - Security Services	R0011709	UNITRADE 1047 (PTY) LTD	41 897,27
17010175890	Contracted Services - Security Services	23195	UNITRADE 1047 (PTY) LTD	(2 185,57)
17010175890	Contracted Services - Security Services	23195	UNITRADE 1047 (PTY) LTD	(5 464,86)
17010175890	Contracted Services - Security Services	23195	UNITRADE 1047 (PTY) LTD	(22 278,92)
17010175890	Contracted Services - Security Services	R0015640	SPECIALISED AGRI PROTECTION SERVICES PTY LTD	3 156,52
17010175890	Contracted Services - Security Services	R0015641	SPECIALISED AGRI PROTECTION SERVICES PTY LTD	3 156,52
17010175890	Contracted Services - Security Services	R0015642	SPECIALISED AGRI PROTECTION SERVICES PTY LTD	3 156,52
17010175890	Contracted Services - Security Services	R0016949	SPECIALISED AGRI PROTECTION SERVICES PTY LTD	3 156,52
17010175890	Contracted Services - Security Services	R0017183	BLUE FALCON PTY LTD	1 479 869,26
17010175890	Contracted Services - Security Services	R0018225	SPECIALISED AGRI PROTECTION SERVICES PTY LTD	3 156,52
17010175890	Contracted Services - Security Services	R0010835	RHULA NATIONAL SECURITY	144 900,00
17010175890	Contracted Services - Security Services	23172	RHULA NATIONAL SECURITY	(18 900,00)
17010175890	Contracted Services - Security Services	R0012915	RHULA NATIONAL SECURITY	126 000,00
17010175890	Contracted Services - Security Services	R0013575	RHULA NATIONAL SECURITY	252 000,00
17010175890	Contracted Services - Security Services	R0015206	RHULA NATIONAL SECURITY	252 000,00
17010175890	Contracted Services - Security Services	R0010838	SECURITY CONSORTIUM S.A. C.C.	1 518 000,00
17010175890	Contracted Services - Security Services	23169	SECURITY CONSORTIUM S.A. C.C.	(198 000,00)
17010175890	Contracted Services - Security Services	R0015000	SECURITY CONSORTIUM S.A. C.C.	1 715 000,00
17010175890	Contracted Services - Security Services	R0012912	SECURITY CONSORTIUM S.A. C.C.	1 374 000,00
17010175890	Contracted Services - Security Services	R0013610	SECURITY CONSORTIUM S.A. C.C.	181 500,00
17010175890	Contracted Services - Security Services	R0013571	SECURITY CONSORTIUM S.A. C.C.	549 000,00
17010175890	Contracted Services - Security Services	R0011708	UNITRADE 1047 (PTY) LTD	24 871,54
17010175890	Contracted Services - Security Services	R0011708	UNITRADE 1047 (PTY) LTD	16 347,83
17010175890	Contracted Services - Security Services	R0011708	UNITRADE 1047 (PTY) LTD	36 077,58



17010175890	Contracted Services - Security Services	R0017190	UNITRADE 1047 (PTY) LTD	(179,35)
17010175890	Contracted Services - Security Services	R0017190	UNITRADE 1047 (PTY) LTD	3 695,65
17010175890	Contracted Services - Security Services	R0017190	UNITRADE 1047 (PTY) LTD	4 095,65
17010175890	Contracted Services - Security Services	R0017190	UNITRADE 1047 (PTY) LTD	10 347,83
17010175890	Contracted Services - Security Services	R0017190	UNITRADE 1047 (PTY) LTD	10 347,83
17010175890	Contracted Services - Security Services	R0017190	UNITRADE 1047 (PTY) LTD	3 728,28
17010175890	Contracted Services - Security Services	R0017190	UNITRADE 1047 (PTY) LTD	(486,30)
17010175890	Contracted Services - Security Services	R0017190	UNITRADE 1047 (PTY) LTD	38 456,37
17010175890	Contracted Services - Security Services	R0017190	UNITRADE 1047 (PTY) LTD	191 042,84
17010175890	Contracted Services - Security Services	R0017190	UNITRADE 1047 (PTY) LTD	1 250,00
17010175890	Contracted Services - Security Services	R0017190	UNITRADE 1047 (PTY) LTD	(163,04)
17010175890	Contracted Services - Security Services	R0008884	SIBAKULU SECURITY (PTY) LTD	(168 268,00)
17010175890	Contracted Services - Security Services	R0011709	UNITRADE 1047 (PTY) LTD	(41 897,27)
17010175890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	189 498,11
17010175890	Contracted Services - Security Services	R0007125	SECURITY CONSORTIUM S.A. C.C.	305 182,00
17010175890	Contracted Services - Security Services	23528	UNITRADE 1047 (PTY) LTD	6 313,12
17010175890	Contracted Services - Security Services	23620	LUBAMBO SITOLE GEZANA TRADING	859 592,44
17010275890	Contracted Services - Security Services	23114	SECURITY CONSORTIUM S.A. C.C.	1 242 000,00
17010275890	Contracted Services - Security Services	23114	BLUE FALCON PTY LTD	1 330 000,00
17010275890	Contracted Services - Security Services	R0005719	GAP MANAGEMENT(PTY)LTD.	312 000,00
17010275890	Contracted Services - Security Services	R0005718	GAP MANAGEMENT(PTY)LTD.	312 000,00
17010275890	Contracted Services - Security Services	23064	GAP MANAGEMENT(PTY)LTD.	(81 391,30)
17010275890	Contracted Services - Security Services	23072	GAP MANAGEMENT(PTY)LTD.	(4 165,66)
17010275890	Contracted Services - Security Services	23075	SIBAKULU SECURITY (PTY) LTD	(99 756,00)
17010275890	Contracted Services - Security Services	R0005723	TOMLUKA AGRI (PTY) LTD t/a TOMLUKA RISK MANAGME	312 800,00
17010275890	Contracted Services - Security Services	23061	SIBAKULU SECURITY (PTY) LTD	257 703,00
17010275890	Contracted Services - Security Services	23062	BLUE FALCON PTY LTD	(187 813,50)
17010275890	Contracted Services - Security Services	23063	TOMLUKA AGRI (PTY) LTD t/a TOMLUKA RISK MANAGME	40 800,00
17010275890	Contracted Services - Security Services	23380	SIBAKULU SECURITY (PTY) LTD	(21 948,00)
17010275890	Contracted Services - Security Services	R0005720	BLUE FALCON PTY LTD	282 325,00
17010275890	Contracted Services - Security Services	R0005721	BLUE FALCON PTY LTD	282 325,00
17010275890	Contracted Services - Security Services	R0005722	BLUE FALCON PTY LTD	112 930,00
17010275890	Contracted Services - Security Services	R0005726	BLUE FALCON PTY LTD	150 063,50
17010275890	Contracted Services - Security Services	R0005727	BLUE FALCON PTY LTD	266 200,00
17010275890	Contracted Services - Security Services	R0005774	BLUE FALCON PTY LTD	612 260,00
17010275890	Contracted Services - Security Services	R0005727	BLUE FALCON PTY LTD	(266 200,00)
17010275890	Contracted Services - Security Services	R0015013	BLUE FALCON PTY LTD	720 000,00
17010275890	Contracted Services - Security Services	R0015016	BLUE FALCON PTY LTD	75 000,00
17010275890	Contracted Services - Security Services	R0012112	BLUE FALCON PTY LTD	2 052 000,00
17010275890	Contracted Services - Security Services	R0012905	BLUE FALCON PTY LTD	560 000,00
17010275890	Contracted Services - Security Services	R0012906	BLUE FALCON PTY LTD	1 325 000,00
17010275890	Contracted Services - Security Services	R0013400	BLUE FALCON PTY LTD	855 000,00
17010275890	Contracted Services - Security Services	R0013401	BLUE FALCON PTY LTD	1 260 000,00
17010275890	Contracted Services - Security Services	R0013402	BLUE FALCON PTY LTD	560 000,00
17010275890	Contracted Services - Security Services	R0003483	SIBAKULU SECURITY (PTY) LTD	326 000,00
17010275890	Contracted Services - Security Services	R0003484	SIBAKULU SECURITY (PTY) LTD	73 350,00
17010275890	Contracted Services - Security Services	R0003485	SIBAKULU SECURITY (PTY) LTD	286 880,00
17010275890	Contracted Services - Security Services	R0003486	SIBAKULU SECURITY (PTY) LTD	78 240,00
17010275890	Contracted Services - Security Services	R0003487	SIBAKULU SECURITY (PTY) LTD	293 400,00
17010275890	Contracted Services - Security Services	R0003488	SIBAKULU SECURITY (PTY) LTD	317 850,00
17010275890	Contracted Services - Security Services	R0006753	SIBAKULU SECURITY (PTY) LTD	44 988,00
17010275890	Contracted Services - Security Services	R0006754	SIBAKULU SECURITY (PTY) LTD	224 940,00
17010275890	Contracted Services - Security Services	R0006756	SIBAKULU SECURITY (PTY) LTD	67 482,00
17010275890	Contracted Services - Security Services	R0006758	SIBAKULU SECURITY (PTY) LTD	224 940,00
17010275890	Contracted Services - Security Services	R0006759	SIBAKULU SECURITY (PTY) LTD	89 976,00
17010275890	Contracted Services - Security Services	R0006757	SIBAKULU SECURITY (PTY) LTD	112 470,00
17010275890	Contracted Services - Security Services	R0005724	SIBAKULU SECURITY (PTY) LTD	232 438,00
17010275890	Contracted Services - Security Services	R0005725	SIBAKULU SECURITY (PTY) LTD	581 095,00
17010275890	Contracted Services - Security Services	R0005728	SIBAKULU SECURITY (PTY) LTD	290 547,50
17010275890	Contracted Services - Security Services	R0005729	SIBAKULU SECURITY (PTY) LTD	174 328,50
17010275890	Contracted Services - Security Services	R0005730	SIBAKULU SECURITY (PTY) LTD	116 219,00
17010275890	Contracted Services - Security Services	R0005731	SIBAKULU SECURITY (PTY) LTD	581 095,00
17010275890	Contracted Services - Security Services	R0010834	SIBAKULU SECURITY (PTY) LTD	162 840,00
17010275890	Contracted Services - Security Services	23171	SIBAKULU SECURITY (PTY) LTD	(21 240,00)
17010275890	Contracted Services - Security Services	R0015002	SIBAKULU SECURITY (PTY) LTD	164 020,00
17010275890	Contracted Services - Security Services	R0015003	SIBAKULU SECURITY (PTY) LTD	1 680 400,00

17010275890	Contracted Services - Security Services	R0008884	SIBAKULU SECURITY (PTY) LTD	168 268,00
17010275890	Contracted Services - Security Services	R0007326	SIBAKULU SECURITY (PTY) LTD	1 046,37
17010275890	Contracted Services - Security Services	R0012908	SIBAKULU SECURITY (PTY) LTD	146 320,00
17010275890	Contracted Services - Security Services	R0011709	UNITRADE 1047 (PTY) LTD	24 028,93
17010275890	Contracted Services - Security Services	R0011709	UNITRADE 1047 (PTY) LTD	(439,71)
17010275890	Contracted Services - Security Services	R0015020	UNITRADE 1047 (PTY) LTD	177 043,53
17010275890	Contracted Services - Security Services	R0011709	UNITRADE 1047 (PTY) LTD	41 897,27
17010275890	Contracted Services - Security Services	R0011709	UNITRADE 1047 (PTY) LTD	20 642,72
17010275890	Contracted Services - Security Services	R0011709	UNITRADE 1047 (PTY) LTD	1 945,31
17010275890	Contracted Services - Security Services	R0011709	UNITRADE 1047 (PTY) LTD	20 768,26
17010275890	Contracted Services - Security Services	R0011709	UNITRADE 1047 (PTY) LTD	6 817,39
17010275890	Contracted Services - Security Services	R0011709	UNITRADE 1047 (PTY) LTD	16 250,60
17010275890	Contracted Services - Security Services	R0011709	UNITRADE 1047 (PTY) LTD	36 027,18
17010275890	Contracted Services - Security Services	R0012904	UNITRADE 1047 (PTY) LTD	177 043,53
17010275890	Contracted Services - Security Services	R0013021	UNITRADE 1047 (PTY) LTD	177 043,53
17010275890	Contracted Services - Security Services	R0010127	K2021814262 (SOUTH AFRICA ) (PTY) LTD	79 890,00
17010275890	Contracted Services - Security Services	R0010128	K2021814262 (SOUTH AFRICA ) (PTY) LTD	52 325,00
17010275890	Contracted Services - Security Services	R0010129	K2021814262 (SOUTH AFRICA ) (PTY) LTD	12 075,00
17010275890	Contracted Services - Security Services	R0010130	K2021814262 (SOUTH AFRICA ) (PTY) LTD	8 855,00
17010275890	Contracted Services - Security Services	R0010131	K2021814262 (SOUTH AFRICA ) (PTY) LTD	3 220,00
17010275890	Contracted Services - Security Services	23147	K2021814262 (SOUTH AFRICA ) (PTY) LTD	(20 265,00)
17010275890	Contracted Services - Security Services	R0017184	RHULA NATIONAL SECURITY	158 026,79
17010275890	Contracted Services - Security Services	R0017184	RHULA NATIONAL SECURITY	93 973,21
17010275890	Contracted Services - Security Services	R0013402	BLUE FALCON PTY LTD	(486 956,52)
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	18 039,65
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	18 039,65
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	3 933,10
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	6 594,82
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	260 869,57
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	5 349,64
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	19 637,05
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	5 101,92
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	5 344,20
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	8 173,91
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	510,40
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	534,22
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	38 185,11
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	1 349,71
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	1 349,71
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	23 300,78
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	294 832,19
17010275890	Contracted Services - Security Services	R0017193	SECURITY CONSORTIUM S.A. C.C.	648 241,15
17010275890	Contracted Services - Security Services	R0017188	SIBAKULU SECURITY (PTY) LTD	2 608 695,65
17010275890	Contracted Services - Security Services	R0012084	SIBAKULU SECURITY (PTY) LTD	146 320,00
17010275890	Contracted Services - Security Services	23620	SIBAKULU SECURITY (PTY) LTD	4 313 310,00
17010275890	Contracted Services - Security Services	23620	ZWH PROJECTS AND DEVELOPMENT (PTY) LTD	4 603 500,00

Code	Account Name	2022	2021	2020
1700057000	Other Expenditure - Operating Leases (Finance)	18 941 060.12	18 941 060.12	18 941 060.12
1700058000	Other Expenditure - Operating Leases (Marketing)	24 150 786.02	24 150 786.02	24 150 786.02
1700059000	Other Expenditure - Operating Leases (Marketing)	3 262 784.50	3 262 784.50	3 262 784.50
		<b>57 488 612.64</b>	<b>57 488 612.64</b>	<b>57 488 612.64</b>
				<b>7 948 533.00</b>
				<b>18 157 832.12</b>
				<b>22 235 406.02</b>
				<b>10 044 045.50</b>
				<b>59 485 281.64</b>

Code	Account Name	2022	2021	2020
1191009217	Other Expenditure - Other	11 910 079.17	11 910 079.17	11 910 079.17
600848821	Other Expenditure - Other	6 008 488.21	6 008 488.21	6 008 488.21
3330011224	Other Expenditure - Other	33 300 112.24	33 300 112.24	33 300 112.24
610012112	Other Expenditure - Other	6 100 121.12	6 100 121.12	6 100 121.12
		<b>57 488 612.64</b>	<b>57 488 612.64</b>	<b>57 488 612.64</b>

1700057000 Other Expenditure - Operating Leases (Finance)  
 1700058000 Other Expenditure - Operating Leases (Marketing)  
 1700059000 Other Expenditure - Operating Leases (Marketing)

1191009217 Other Expenditure - Other  
 600848821 Other Expenditure - Other  
 3330011224 Other Expenditure - Other  
 610012112 Other Expenditure - Other





## Unauthorised Expenditure 2023/2024

Unauthorised Expenditure	Type	As per note	Working	Variance
Hire charges	Cash	19 400 253	Paper 21 092 200	(1 691 947)
Security Services	Cash	29 970 192	32 619 473	(2 649 280)
		49 370 445	53 711 673	(4 341 228)

Variance is due to savings on other expenditure line-items within "Vote 2 - Community Services"

msXOA Conting	Description	Vote	GRAP Items	Notes Classification	2024 TB	2023 TB	Difference	Budget	Actual	Balance
13110096600	Other Expenditure - Sundry Hire Charges	Vote 2 - Community Services	Other Expenditure	Hire Charges	24 496 931,98	24 496 931,98	-	19 185 318,00	5 311 613,98	
13113096600	Other Expenditure - Sundry Hire Charges	Vote 2 - Community Services	Other Expenditure	Hire Charges	26 000,00	26 000,00	-	35 000,00	(9 000,00)	
13116396600	Other Expenditure - Sundry Hire Charges	Vote 2 - Community Services	Other Expenditure	Hire Charges	16 586 599,51	16 586 599,51	-	210 000,00	16 376 599,51	
1312296600	Other Expenditure - Sundry Hire (Machinery and	Vote 2 - Community Services	Other Expenditure	Hire Charges	283 236,85	283 236,85	-	369 000,00	(85 763,15)	
1312296600	Other Expenditure - Sundry Hire	Vote 2 - Community Services	Other Expenditure	Hire Charges	11 500,00	11 500,00	-	-	11 500,00	
13126096600	Other Expenditure - Sundry Hire (Machinery and	Vote 2 - Community Services	Other Expenditure	Hire Charges	62 250,00	62 250,00	-	575 000,00	(512 750,00)	
					<b>41 466 518,34</b>	<b>41 466 518,34</b>	-	<b>20 374 318,00</b>	<b>21 092 200,34</b>	

Summarised per Supplier	
ALTRON NEXUS (PTY) LTD	62 250,00
BRENDALL FULLARD T/A BF TRANSPORT	35 603,00
CAPAX CONSULTING (PTY) LTD	142 200,00
D VAN VLAANDEREN T/A NIELS ENGINEERING	500,00
E EN E 2 DA LOO CONSTRUCTION AND HIRE (PTY) LTD.	14 900,00
FG JACOBS TRANSPORT CC	162 000,00
GLOBAL PACT TRADING 398 (PTY) LTD T/A GRABOUW TOOL HIRE	1 455,65
HEADWAY INDUSTRIES	36 300,00
IAN DICKE AND COMPANY (PTY) LTD	(0,04)
J21 PROJECTS AND MAINTENANCE	1 900,00
JRC CONSTRUCTION (PTY) LTD	919 836,85
K2C CONSTRUCTION	17 400,00
LAZAR CIVIL ENGINEERING	26 000,00
NISSEN HOLDINGS (PTY) LTD	11 500,00
PRENDRE TRUST	717,95
QUICKSILVA RENTZ (PTY) LTD	7 300,00
SHYZAC 01 SECURITY SOLUTIONS & MAINTENANCE (PTY) LTD.	4 980,00
WB TIPPER TRUCK AND PLANT HIRE (PTY) LTD	30 354 808,12
ZWH PROJECTS AND DEVELOPMENT (PTY) LTD	9 666 860,81
	<b>41 466 518,34</b>





mSCOA Cont#	Description	Vote	GN&P Items	Notes Classification	2024 TB	Detailing	Difference	Budget	Orig./Transf./Spending
13110075890	Contracted Services - Security Services	Vote 2 - Community Services	Contracted Services	Security Services	18 653 920,00	18 653 920,00	-	11 525 530,00	7 128 390,00
13110175891	Contracted Services - Security Services	Vote 2 - Community Services	Contracted Services	Security Services	27 580 180,57	27 580 180,57	-	1 500 000,00	26 080 180,57
13111175890	Contracted Services - Security Services	Vote 2 - Community Services	Contracted Services	Security Services	45 183,19	45 183,19	-	60 000,00	(14 816,81)
13111275890	Contracted Services - Security Services	Vote 2 - Community Services	Contracted Services	Security Services	90 244,53	90 244,53	-	90 295,00	(48,47)
13111275891	Contracted Services - Security Services	Vote 2 - Community Services	Contracted Services	Security Services	867 300,00	867 300,00	-	1 400 723,00	(533 423,00)
13111375890	Contracted Services - Security Services	Vote 2 - Community Services	Contracted Services	Security Services	159 599,60	159 599,60	-	200 000,00	(40 400,40)
13111475890	Contracted Services - Security Services	Vote 2 - Community Services	Contracted Services	Security Services	14 400,00	14 400,00	-	20 000,00	(5 600,00)
13111575890	Contracted Services - Security Services	Vote 2 - Community Services	Contracted Services	Security Services	24 667,20	24 667,20	-	70 000,00	(45 332,80)
13111775890	Contracted Services - Security Services	Vote 2 - Community Services	Contracted Services	Security Services	79 356,53	79 356,53	-	8 400,00	70 956,53
13122275890	Contracted Services - Security Services	Vote 2 - Community Services	Contracted Services	Security Services	86 956,52	86 956,52	-	87 000,00	(43,48)
13122575894	Contracted Services - Security Services	Vote 2 - Community Services	Contracted Services	Security Services	118 897,79	118 897,79	-	160 000,00	(41 102,21)
13126175890	Contracted Services - Security Services	Vote 2 - Community Services	Contracted Services	Security Services	44 000,00	44 000,00	-	29 000,00	15 000,00
13126275890	Contracted Services - Security Services	Vote 2 - Community Services	Contracted Services	Security Services	44 000,00	44 000,00	-	29 000,00	15 000,00
13126375890	Contracted Services - Security Services	Vote 2 - Community Services	Contracted Services	Security Services	19 712,84	19 712,84	-	29 000,00	(9 287,16)
<b>Summarised per Supplier</b>					<b>47 828 418,77</b>	<b>47 828 418,77</b>	-	<b>15 208 946,00</b>	<b>32 619 472,77</b>

7 712 601,00
9 230 922,85
282 694,92
30 602 200,00
<b>47 828 418,77</b>

BLUE FALCON PTY LTD  
SIBAKULU SECURITY (PTY) LTD  
SPECIALISED AGRIC PROTECTION SERVICES PTY LTD  
ZWH PROJECTS AND DEVELOPMENT (PTY) LTD







13111775890	Contracted Services - Security Services
13111775890	Contracted Services - Security Services
13122275890	Contracted Services - Security Services
13125075894	Contracted Services - Security Services
13126175890	Contracted Services - Security Services
13126275890	Contracted Services - Security Services
13126375890	Contracted Services - Security Services
13110075890	Contracted Services - Security Services

R0033273	SPECIALISED AGRICULTURE PROTECTION SERVICES PTY LTD	2 100,00
R0034483	SPECIALISED AGRICULTURE PROTECTION SERVICES PTY LTD	2 100,00
R0029739	SIBAKULU SECURITY (PTY) LTD	86 956,52
R0029739	SIBAKULU SECURITY (PTY) LTD	118 897,79
R0029757	SIBAKULU SECURITY (PTY) LTD	44 000,00
R0029757	SIBAKULU SECURITY (PTY) LTD	44 000,00
R0029754	SIBAKULU SECURITY (PTY) LTD	19 712,84
24471	SIBAKULU SECURITY (PTY) LTD	3 075 620,00