

Notice is hereby given in terms of Section 29(2) of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998) as amended, that a Special Council meeting of the Witzenberg Municipality will be held virtually (<i>Microsoft Teams</i>) on Friday, 8 May 2026 at 09:00.	Kennis word hiermee gegee ingevolge Artikel 29(2) van die Plaaslike Regering: Munisipale Strukture Wet, 1998 (Wet 117 van 1998) soos gewysig, dat 'n Spesiale Raadsvergadering van die Munisipaliteit Witzenberg virtueel (<i>Microsoft Teams</i>) gehou sal word op Vrydag, 8 Mei 2026 om 09:00.
---	--

Councillors and officials / Raadslede en amptenare		
Councillor TE Abrahams (Executive Mayor)	Alderman K Adams	Councillor WJ Alexander
Councillor P Daniels	Councillor S de Bruin	Councillor GJ Franse
Councillor JP Fredericks	Councillor AL Gili	Councillor GG Laban
Councillor JS Mouton	Councillor MJ Ndaba	Councillor JF Nel (Executive Deputy Mayor)
Councillor N Nogcinisa	Councillor N Phatsoane	Councillor KA Robyn
Councillor J Rooi	Alderman HJ Smit	Alderman D Swart
Councillor IL Swartz	Alderman JJ Visagie	Councillor K Yisa
Councillor J Zalie		
Municipal Manager	Director: Finance	Director: Community Services
Director: Technical Services	Director: Corporate Services	Deputy Director: Finance
Chief Internal Audit Executive	Manager: Projects and Performance	Acting Manager: Administration
Manager: IDP	Senior Manager: Legal Services	Manager: Communication and Marketing
Intern: Administration		



ALDERLADY EM SIDEGO
SPEAKER

6.05.26

Agenda: Special Council meeting 8 May 2026
Agenda: Raadsvergadering 8 Mei 2026

TABLE OF CONTENTS / INHOUDSOPGAWE

Item number	Subject of item and annexure number	Page number	
		Item	Annexure
Item 1	OPENING AND WELCOME	3	-
Item 2	LEAVE OF ABSENCE AND CONFIDENTIALITY DECLARATION	3	-
Item 2.1	Consideration of application for leave of absence	3	-
	Annexure 2.1	-	7
Item 2.2	Confidentiality and Conflict of interest declaration	3	-
	Annexure 2.2	-	8
Item 3	RESERVED POWERS	3	-
Item 3.1	Waste disposal: Service Level Agreement	3	-
	Annexure 3.1(a)	-	11
	Annexure 3.1(b)	-	12
Item 3.2	Establishment of Municipal Planning Tribunal	4	35
	Annexure 3.2	-	35
Item 4	COUNCIL-in-COMMITTEE	4	-

A G E N D A

- 1. OPENING AND WELCOME / OPENING EN VERWELKOMING**

- 2. LEAVE OF ABSENCE AND CONFIDENTIALITY AND CONFLICT OF INTEREST DECLARATION**

- 2.1 Consideration of application for leave of absence, if any
Aansoeke om verlof tot afwesigheid, indien enige
(3/1/2/1)**

*An Application for leave of absence form is attached as **annexure 2.1.***

NOTED

- 2.2 Confidentiality and Conflict of Interest Declaration
Vertroulikheid en Botsing van Belange Verklaring
(3/2/1)**

The Confidentiality and Conflict of Interest Declaration is attached as **annexure 2.2.**

NOTED

- 3. RESERVED POWERS / GERESERVEERDE BEVOEGDHEDE**

- 3.1 Waste disposal at Worcester regional landfill site: Service Level Agreement
(17/3/2)**

The following documents are attached:

- (a) Memorandum from Senior Manager: Solid Waste and Cleansing Services, dated 25 March 2026: **Annexure 3.1(a).**
- (b) Service Level Agreement: **Annexure 3.1(b).**

RECOMMENDED

- (a) *that notice be taken of the submission regarding the use of the Regional Landfill Site, situated on erf 28007, Worcester.*

- (b) *that approval be granted to proceed with commitment of the contribution of Witzenberg Municipality to facilitate disposal of waste at the Regional Landfill Site, as per the Service Level Agreement.*

3.2 Establishment of a Municipal Planning Tribunal (15/4/P)

A memorandum from the Senior Manager: Town Planning and Building Control, dated 9 April 2026, is attached as **annexure 3.2**.

RECOMMENDED

- (a) *That the following officials be appointed to serve on the Planning Tribunal:*
- (i) *Monwabisi Mpeluza (Director: Corporate Services)*
 - (ii) *Johan Swanepoel (Manager: Projects and Performance)*
 - (iii) *Riaan Fick (Manager: Local Economic Development)*
- (b) *that an invitation be extended to neighbouring municipalities and Provincial Government to nominate two officials to serve on the Tribunal as external members and that the Municipal Manager be delegated to confirm the appointments.*
- (c) *that the Chairperson of the Municipal Planning Tribunal shall be Johan Swanepoel (Manager: Projects and Performance).*
- (d) *that the Deputy Chairperson of the Municipal Planning Tribunal shall be Riaan Fick (Manager: Local Economic Development).*
- (e) *that the term of the members of the Tribunal shall be five (5) years.*

4. COUNCIL-in-COMMITTEE / RAAD-in-KOMITEE

These items are dealt with in the confidential agenda.

Verwysing / Reference: 3/1/2/1/

MUNISIPALITEIT WITZENBERG MUNICIPALITY

AANSOEK OM VERLOF TOT AFWESIGHEID / APPLICATION FOR LEAVE OF ABSENCE
 (Moet by kantoor van Munisipale Bestuurder ingedien word voor aanvang van vergadering / Must be handed in at office of Municipal Manager before commencement of meeting)

Naam van raadslid / Name of councillor: _____

Ek doen hiermee aansoek om verlof tot afwesigheid van / I hereby apply for leave of absence from:

VERGADERING / WERKSWINKEL / FORUM MEETING / WORKSHOP / FORUM	DATUM / DATE
Rede vir afwesigheid / Reason for absence:	

 DATUM / DATE

 HANDTEKENING / SIGNATURE



Ref: 3/2/1

CONFIDENTIALITY AND CONFLICT OF INTEREST DECLARATION

SPECIAL COUNCIL MEETING: 8 MAY 2026

I, the undersigned, hereby declare:

- That as a Councillor and a participant of this meeting, I shall maintain strict confidentiality in respect of any information of a confidential nature to which I may become privy at meetings of the Witzenberg Council and shall only disclose such information as may become necessary or required for the proper performance of my duties and functions.
- That as a Councillor and a participant of this meeting, I shall declare any conflict of interest that may arise at every meeting and remove myself from any proceedings, in relation to that matter, giving rise to that conflict.

COUNCILLORS

Surname	Initials	Verbal confirmation
Abrahams	TE	
Adams	K	
Alexander	WJ	
Daniels	P	
De Bruin	S	

Surname	Initials	Verbal confirmation
Franse	GJ	
Fredericks	JP	
Gili	AL	
Laban	GG	
Mouton	JS	
Ndaba	MJ	
Nel	JF	
Nogcinisa	N	
Phatsoane	N	
Robyn	KA	
Rooi	J	
Sidego	EM	
Smit	HJ	
Swart	D	
Swartz	IL	
Visagie	JJ	

Surname	Initials	Signature
Yisa	K	
Zalie	J	



AAN/TO: Municipal Manager
VAN/FROM: Senior Manager: Solid Waste & Cleansing
DATUM/DATE: 25 March 2026
VERW/REF: Regional Landfill Site - 17/3/21

Waste Disposal at Worcester Regional Landfill Site – Service Level Agreement

1. Purpose

To inform, and obtain approval from Council for the amended Long term Service Level Agreement with regard to the use of the Regional Landfill Site situated on erf 28007, Worcester

2. Background

As per Council resolution dated 29 September 2025, wherein it was unanimously resolved:

- "(a) That the submission be noted and approval be granted in principle for Witzenberg Municipality to proceed with commitment of our contribution to facilitate disposal of waste at the Regional Landfill Site, as per the agreement(to be finalized) drawn up in this regard
- (b) That the refuse from Wolseley and Tulbagh can disposed of at the Regional Landfill Site in Worcester as a phased -in approach is preferred."

A Section 33 of the South African Local Government: Municipal Finance Management Act (MFMA), Act 56 of 2003, i.e public participation process, was followed and concluded.

Further to the above, Council is hereby informed of amendments made upon recommendation of the National Treasury Office, in the Service Level Agreement, which is now finalized (AnnexureA).

3. Legal Implications

The attached, finalized Service Level Agreement is herewith submitted to Council for consideration and approval.

4. Recommendation

That the submission be noted, and approval be granted for Witzenberg Municipality to proceed with commitment of our contribution to facilitate disposal of waste at the Regional Landfill Site, as per the Agreement drawn up in this regard


PS Claasen

Sr Manager: Solid Waste & Cleansing


J STEYN

DIRECTOR: TECHNICAL SERVICES


D NASON

MUNICIPAL MANAGER



WASTE DISPOSAL AGREEMENT

entered into by and between

CAPE WINELANDS DISTRICT MUNICIPALITY

("Cape Winelands")

and

BREEDE VALLEY MUNICIPALITY

("Breede Valley")

and

WITZENBERG MUNICIPALITY

("Witzenberg")

and

LANGEBERG MUNICIPALITY

("Langeberg")

Table of Contents

	Page No
1. INTRODUCTION.....	3
2. DEFINITIONS AND GENERAL PROVISIONS.....	3
3. REPRESENTATION OF THE PARTIES.	8
4. INTERGOVERNMENTAL MONITORING COMMITTEE.....	8
5. DEVELOPMENT OF REGIONAL WASTE DISPOSAL FACILITY.....	9
6. OPERATING AGREEMENT.....	10
7. CHARGES	11
8. WEIGHING OF REFUSE	13
9. GOVERNING LAW.....	15
10. CHANGE IN LAW.....	15
11. DURATION OF AGREEMENT.....	15
12. VARIATIONS AND AMENDMENTS.....	15
13. NOTICE AND DOMICILIUM.....	16
14. FORCE MAJEURE.....	17
15. DISPUTE RESOLUTION.....	18
16. SEVERABILITY.....	20
17. BREACH	20
18. TERMINATION OR CANCELLATION OF AGREEMENT	20

1. INTRODUCTION

WHEREAS the Cape Winelands District Municipality has the powers and functions in accordance with Section 84(1)(e) of the Local Government: Municipal Structures Act (Act 117 of 1998) for solid waste disposal sites in so far as it relates to:

- the determination of a waste disposal strategy;
- the regulation of waste disposal; and
- 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.

AND WHEREAS the Cape Winelands District Municipality is the owner of Erf 28007, Worcester on which it operates a regional waste disposal site, and Breede Valley, Witzenberg, Langeberg and Third Parties make use of such a solid waste disposal site and the waste disposal facilities thereon;

AND WHEREAS the Cape Winelands District Municipality intends to establish and construct a first cell on Erf 28007, Worcester;

NOW THEREFORE the Parties hereto agree as follows:

2. DEFINITIONS AND GENERAL PROVISIONS

2.1 In this Agreement, except in a context indicating that some other meaning is intended:

Agreement	means this agreement entered into between the Breede Valley, Witzenberg, Langeberg and Cape Winelands and includes all annexures hereto;
Breede Valley	means the Breede Valley Municipality or its successors in title;
Business Day	means any day of the week excluding Saturdays, Sundays and Public Holidays as determined in terms of the Public Holidays Act;
Cape Winelands	means the Cape Winelands District Municipality or its successors in title;
Cape Winelands Monitoring Committee	means the monitoring committee established in terms of clause 21 of the Permit;

Cell One	means the new cell to be established, constructed and operated in the Regional Waste Disposal Facility;
Change in law	means the promulgation, adoption, enactment or change in legislation, which occurs subsequent to the Effective Date and affects the construction, ownership, operation, use or maintenance of the Regional Waste Disposal facility required to provide Cape Winelands, Breede Valley, Witzenberg and Langeberg with the waste disposal services provided for in this Agreement, including by way of example but not by way of limitation, the imposition of any new condition or other change which is first required by such a governmental body after the Effective Date with respect to the granting, issuance, or renewal of any required permit or license or approval for the provision of the services;
Charges	means all of the charges as agreed upon between the Parties to be levied by Cape Winelands for the use of the Regional Waste Disposal facility in terms of clause 7 of this Agreement;
Construction Demolition Waste	means waste, excluding hazardous waste, produced during the construction, alteration, repair or demolition of any structure, and includes rubble, earth, rock and wood displaced during that construction, alteration, repair or demolition and all waste defined as “building and demolition waste” in terms of the Waste Act;
Contractual Term	means a fixed period of eight years, commencing on the effective date, being the estimated useful lifespan of cell one. The parties shall review the remaining capacity of cell one annually, and any extension or reduction of the contractual term shall be effected by a written amendment to this agreement in accordance with Clause 12 ;
Cover Material	means clean sand or the material from earthmoving activities with the exclusion of large rocks and boulders exceeding 250mm in length which requires additional handling and treatment other than the normal covering and compaction, excluding reinforced builders’ rubble;
CPI	means the consumer price index increase as determined by Statistics South Africa annually as published on the date of escalation;
Delivery Hours	means the hours from 08:00 in the morning until 18:00 in the evening from Monday to Friday which will include public holidays; as well as provision for delivery after hours at reasonable times and on reasonable notice to Cape

	Winelands, as and when the need arises, which shall be recorded in the contract entered into between Cape Winelands and the service provider that operates the Regional Waste Disposal Facility;
Effective Date	means the date upon which Cape Winelands notifies the other Parties in writing that the construction of Cell One has been completed and is ready for operation;
Financial Year	means a year commencing on 1 July in the one year and ending on 30 June of the following year;
Fixed Waste Disposal Cost	means the fixed annual charge levied by Cape Winelands District Municipality for the use of the Regional Waste Disposal Facility in terms of clauses 7.9 to 7.10 below;
Force Majeure	means any event of war, civil commotion, fire, flood, action by any government, terrorism, sabotage or embargos, industrial action, strike or labour unrest or any event beyond the reasonable control of the Party affected which directly causes either Party to be unable to comply with all or a material part of its obligations under this Agreement;
Fruit Waste	means solid waste deriving from fruits and vegetables that is biodegradable and includes the peel, skin, pulp, seeds and leaves;
Garden Waste	means waste generated as a result of normal domestic gardening activities including grass cuttings, leaves, plants, flowers and other similar small and light organic matter and chipped tree branches;
General Waste	means waste that is defined as “general waste” in terms of Schedule 3 of the Waste Act, as amended from time to time;
Good Engineering Practice	means those practices, methods and equipment that are generally observed at the time with reference to prudent engineering practice for a waste disposal site and transfer station design, waste collection, handling, processing and disposal operations similar in size and function to those undertaken by Cape Winelands District Municipality in order to provide the services covered by this Agreement lawfully with safety, dependability, efficiency and economy in compliance with applicable government codes, if any, establishing engineering standards for similar services;
Hazardous Waste	means any waste that contains organic or inorganic elements or compounds that may, owing to the inherent

	physical, chemical or toxicological characteristics of that waste, have a detrimental impact on health and the environment;
Health Care Risk Waste	means that portion of health care waste that is hazardous and includes infectious waste, pathological waste, sharp waste, pharmaceutical waste, genotoxic waste, chemical waste, waste with heavy metals, radioactive waste, and any other health care waste which is defined as hazardous in terms of the Waste Management Series: Document 1: Minimum Requirements for the Handling, Classification and Disposal of Hazardous Waste, as published by the Department of Water Affairs and Forestry, now the Department of Water and Sanitation;
Household	means a collection of individuals staying on a distinctive property and/or premises regardless of their relationship to one another;
Industrial Waste	means waste generated as a result of manufacturing, maintenance, fabricating or dismantling activities, but shall not include Building Waste, General Waste, Hazardous Waste or waste generated by domestic households;
Langeberg	means the Langeberg Municipality or its successors in title;
Licensed facility	means a waste disposal facility that has been issued with a Waste Management License required in terms of the Waste Act and any other approval required by law;
Parties	means Cape Winelands, Breede Valley, Witzenberg and Langeberg and "Party" refers to one of the Parties as the context may indicate;
Permit	means the permit number 19/2/5/4/B2/32/WL0194/19 issued to Cape Winelands District Municipality on 28 November 2019 or as re-issued by any subsequent permit in respect of the Regional Waste Disposal Facility in terms of section 20 of the Waste Act;
Recovery	means the controlled extraction of a material or the retrieval of energy from waste to produce a product;
Recycled Waste	means waste that has undergone a process where waste is reclaimed for further use, which process involves the separation of waste from a waste stream for further use and the processing of that separated material as a product or raw material;

Regional Waste Disposal Facility	means the licensed Cape Winelands Landfill Site situated on Erf 28007, Worcester;
Rehabilitation Contribution	means the portion of the Rehabilitation Costs that will be payable by Breede Valley, Witzenberg, Langeberg and Third Parties as set out in clauses 7.13 to 7.18 below;
Rehabilitation Costs	means the costs associated with rehabilitating the Regional Waste Disposal Facility;
Reinforced builders rubble	means builders rubble still containing reinforced steel and pieces of concrete larger than the size of a brick or exceeding 250mm in length;
Sand	means soil/earth/sand as acceptable cover material which does not contain any other material and is without rocks and stones;
Third Parties	means other municipalities and private users in the Cape Winelands Regional District to which Cape Winelands grants a right to make use of the Regional Waste Disposal Facility;
Waste Act	means the National Environmental Management: Waste Act (Act 59 of 2008) as amended from time to time;
Waste Disposal Tariff	means the variable tariff per ton of waste deposited, as indicated in clauses 7.6 to 7.8 below;
Witzenberg	means the Witzenberg Municipality or its successors in title;

2.2 General provisions:

- 2.2.1 Expressions in the singular also denote the plural and vice versa;
- 2.2.2 Words and phrases denoting natural persons refer also to juristic persons and vice versa;
- 2.2.3 Pronouns of any gender include the corresponding pronouns of the other genders;
- 2.2.4 The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply;
- 2.2.5 Where the day upon or by which any act is required to be performed falls on a day which is not a Business day, then the relevant date for performance

shall be the next succeeding Business day;

- 2.2.6 Where any term is defined within the context of any particular clause in this Agreement, the terms so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement in clause 2.1 above;
- 2.2.7 References to a statutory provision include any subordinate legislation made from time to time under that provision and include that provision as modified or re-enacted from time to time;
- 2.2.8 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.9 Clause headings appear in this Agreement for purposes of reference only and shall not influence the proper interpretation of the subject matter.

3. REPRESENTATION OF THE PARTIES

3.1 Cape Winelands District Municipality warrants and represents to Breede Valley, Witzenberg and Langeberg the following:

- 3.1.1 The execution and delivery of this Agreement has been properly and lawfully authorised and this Agreement constitutes legal, valid and binding obligations enforceable in accordance with its terms (except as enforceability may be limited by applicable laws).
- 3.1.2 To the best of its knowledge, there is no pending or threatened litigation or governmental proceedings which would affect its ability to perform its obligations under this Agreement.

3.2 Breede Valley, Witzenberg and Langeberg warrant and represent to Cape Winelands District Municipality the following:

- 3.2.1 The execution and delivery of this Agreement has been properly and lawfully authorised and this Agreement constitutes legal, valid and binding obligations enforceable in accordance with its terms (except as enforceability may be limited by applicable laws).
- 3.2.2 To the best of their knowledge, there is no pending or threatened litigation or governmental proceedings, which would affect their ability to perform their obligations under this Agreement.

4. INTERGOVERNMENTAL MONITORING COMMITTEE

- 4.1 The Parties hereby agree to utilise the Cape Winelands Monitoring Committee as a structured intergovernmental forum to facilitate oversight, coordination, and information-sharing in respect of the landfill activities and functions contemplated in this Agreement. The Monitoring Committee shall, for the duration of this Agreement, exercise a monitoring and coordinating function only, and shall not have any executive or decision-making powers. Its purpose shall be to facilitate engagement between the Parties with a view to reaching consensus on matters arising from the implementation of this Agreement.
- 4.2 The Monitoring Committee shall convene at intervals and on dates determined in accordance with the applicable permit conditions and shall meet as necessary to effectively discharge its functions under this Agreement.
- 4.3 Notwithstanding any provision to the contrary, the local resident representatives appointed to the Monitoring Committee in terms of paragraph 21.2.4 of the Permit shall be excluded from the constitution of the Committee for purposes of any meeting, or portion thereof, at which procurement matters, intergovernmental disputes, or any confidential or legally privileged matters arising from or in connection with this Agreement are considered..

5. DEVELOPMENT OF REGIONAL WASTE DISPOSAL FACILITY

- 5.1 Cape Winelands District Municipality shall do the following for the duration of the Agreement:
- 5.1.1 Retain ownership of Erf 28007, Worcester for the development, construction and operation of a Regional Waste Disposal Facility.
 - 5.1.2 Design and construct the waste disposal facility in conformity with the Waste Act and any regulations promulgated thereunder, all applicable codes, permits, bylaws, regulations, and other applicable laws, as well as in accordance with Good Engineering Practice.
 - 5.1.3 Obtain and maintain all necessary and required statutory authorisations for the handling and disposal of General Waste at the Regional Waste Disposal Facility.
 - 5.1.4 Use its best endeavors, within the limitations imposed by legislation and its budget, to proceed with the further development of the Regional Waste

Disposal Facility in a diligent, orderly and prudent manner for the municipalities in the Cape Winelands Regional District.

- 5.1.5 . Should Cape Winelands elect to appoint a private entity for the design and construction of Cell One and any subsequent cells, and/or for the operation of the Regional Waste Disposal Facility, it shall conduct the procurement process in accordance with applicable legislation and in a fair, equitable, transparent, competitive and cost-effective manner. Cape Winelands shall afford Breede Valley, Witzenberg and Langeberg a reasonable opportunity to provide input at material stages of the procurement process. Prior to any final appointment, Cape Winelands shall submit the shortlisted bidders and the key terms of the proposed operator agreement to the Intergovernmental Monitoring Committee contemplated in clause 4 for review and comment and shall give due consideration to such inputs.
- 5.1.6 Operate and maintain the Regional Waste Disposal Facility to be capable of receiving and disposing waste from Breede Valley, Witzenberg and Langeberg.
- 5.1.7 Operate the Regional Waste Disposal Facility in a manner that will minimise any adverse impact upon residents of the surrounding areas.
- 5.1.8 Accept General Waste from Breede Valley, Witzenberg and Langeberg during the Delivery Hours.
- 5.1.9 Allow and encourage the recovery of waste by Breede Valley, Witzenberg and Langeberg instead of disposing the waste at the Regional Waste Disposal Facility.
- 5.2 Breede Valley, Witzenberg and Langeberg shall do the following for the duration of the Agreement:
 - 5.2.1 Ensure that all waste conforms to the Waste Act and any regulations promulgated thereunder, national legislation and the permit conditions of the Regional Waste Disposal Facility.
 - 5.2.2 Ensure that all waste that is transported to the Regional Waste Disposal Facility be covered to avoid littering en route.

- 5.2.3 Use all reasonable endeavors to encourage the reduction of waste.
- 5.2.4 All waste shall be of a compactable standard, meaning that it is manageable to be spread and compacted as part of General Waste by the service provider on the landfill and that no additional processing is required.
- 5.2.5 Waste types or loads that do not conform to the prescriptions as set out above and in the permit conditions of Regional Waste Disposal Facility will not be accepted.

6. OPERATING AGREEMENT

6.1 The parties acknowledge that:

- 6.1.1 Cape Winelands will be contractually bound to a private entity for the operation of the Regional Waste Disposal Facility and will be contractually bound to a financial service provider to service the loan granted to fund the establishment and construction of Cell One.
- 6.1.2 Cape Winelands' financial obligations in terms of the contracts referred to in clause 6.1.1 can only be met on payment of the charges set out in clause 7 below.

6.2 The Regional Waste Disposal Facility will be operated by Cape Winelands, and the development of further cells will be incorporated in separate addenda to this Agreement.

7. CHARGES

- 7.1 Breede Valley, Witzenberg and Langeberg undertake to pay the applicable Charges to Cape Winelands consisting of a variable Waste Disposal Tariff per ton of waste disposed (which will include the Rehabilitation Contribution per ton of waste disposed).
- 7.2 Cover material is excluded from the Waste Disposal Tariff and Cape Winelands District Municipality will not charge for this disposal.
- 7.3 In the event of Cape Winelands being unable to accept or refusing to accept General Waste at the Regional Waste Disposal Facility, save as a consequence

of a Force Majeure, in which case clause 14 will be applicable, Breede Valley, Witzenberg and Langeberg will not be held liable for the Waste Disposal Tariff and the Rehabilitation Contribution.

7.4 Breede Valley, Witzenberg and Langeberg undertake to pay the full amount invoiced by Cape Winelands within 30 (thirty) days of the day of receipt of a valid invoice and to make all payments directly per electronic funds transfer into Cape Winelands bank account (s), particulars of which will be furnished by Cape Winelands from time to time.

7.5 Disputes will not be accepted as reason for non-payment.

Waste Disposal Tariff

7.6 The Waste Disposal Tariff shall be calculated based on the costs incurred by Cape Winelands in operating the Regional Waste Disposal Facility, currently Cell One, including but not limited to fees for contractors, contract administration, external audit, water and gas monitoring, weighbridge calibration, maintenance on pipework, maintenance of fences, clearing of alien vegetation, personnel, equipment and site visits. Any costs referred to, inclusive of calculations of apportioned costs, shall be strictly in relation to the operating of the Regional Waste Disposal Facility and shall exclude any costs of a non-cash nature, e.g. depreciation, impairment and provisions. The Rehabilitation Cost will form part of the operational cost allocation to the users of the service.

7.7 Breede Valley, Witzenberg and Langeberg shall each be liable to pay Cape Winelands the agreed Waste Disposal and Builders' Rubble (excluding Cover Material) tariff as agreed upon, per ton of waste deposited from the effective date.

7.8 The Waste Disposal Tariff and disposal tariff for builders' rubble shall be revised annually and formally agreed to in writing by the Parties before the 31 December of that Financial Year in accordance with the budget time frames for implementation by 1 July of the subsequent year. If an agreement is not reached by 28 February of the subsequent year, or by such alternative date as may be agreed in writing by the Parties, the issue shall be referred to mediation, and if necessary, arbitration, in terms of clause 15 below, in which case the Waste Disposal Tariff for the previous year shall continue to apply pending the outcome thereof.

Fixed Waste Disposal Cost

7.9 The Fixed Waste Disposal Cost for Cell One will be carried by Cape Winelands.

- 7.10 No later than three years before the anticipated end of cell one's useful life, Cape Winelands shall present a business plan, cost model, and proposed tariff structure for the development of cell two to Breede Valley, Witzenberg and Langeberg for negotiation and agreement. If no agreement is reached within 12 months, the matter shall be subject to the dispute-resolution mechanism set out in Clause 15. .

Rehabilitation Contribution

- 7.11 The Regional Waste Disposal Facility will be required to be rehabilitated at the end of its useful lifespan.
- 7.12 Breede Valley, Witzenberg, Langeberg and Third Parties, being the users of the Regional Waste Disposal Facility, shall be liable proportionately to contribute towards the Rehabilitation Costs of the Regional Waste Disposal Facility from the Effective Date through payment of the Rehabilitation Contribution in accordance with clauses 7.15 to 7.18 below.
- 7.13 The Rehabilitation Contribution shall be kept by the holder of the Permit for the rehabilitation in terms of the conditions contained in paragraph 13 of the Permit, inclusive of post-closure monitoring only of the Regional Waste Disposal Facility as specified in the Permit conditions. The total interest generated in respect of the funds must be retained. Withdrawals shall be for the purpose of rehabilitation expenses only and must at all times be in accordance with written certification of the amount and the requirement for incurring expenditure in compliance with the conditions of the Permit, by the appointed consulting engineer. Breede Valley, Witzenberg, Langeberg and Third Parties shall be notified in writing of and supplied with a copy of such written certification by the appointed consulting engineer, which must be agreed upon in writing between the Parties, prior to the withdrawal of funds.
- 7.14 In the instance of any surplus provision available at the end of the useful lifespan of the Regional Waste Disposal Facility, over and above the total expense required for rehabilitation as certified in writing by the appointed consulting engineer at that date, such surplus must be apportioned in accordance with the contributions received over the total period and be paid out within 60 (sixty) days after said written certification, to Breede Valley, Witzenberg, Langeberg and Third Parties who paid Rehabilitation Contributions during the useful lifespan of the Regional Waste Disposal Facility.
- 7.15 In the instance of termination of the Agreement or permanent suspension of the

Permit of the holder thereof for the utilisation of the Regional Waste Disposal Facility between the Breede Valley, Witzenberg, Langeberg and Third Parties, the final certification and pay-out of any surplus funding must be treated as the end of the useful lifespan of the Regional Waste Disposal Facility.

- 7.16 The Rehabilitation Contribution shall be reviewed annually, by a duly appointed consulting engineer appointed by Cape Winelands after consultation with Breede Valley, Witzenberg, Langeberg, before the end of November of that Financial Year in accordance with the budget time frames, for implementation by 1 July of the subsequent year. The Rehabilitation Contribution will be adjusted in accordance with the determination of the duly appointed consulting engineer as agreed upon between the Parties in writing. The Rehabilitation Contribution funds shall be held in a dedicated, interest-bearing ring-fenced account, and the investment strategy shall be jointly reviewed by the parties annually to ensure the capital is protected and grows in line with projected rehabilitation costs

8. WEIGHING OF REFUSE

- 8.1 Cape Winelands shall establish and maintain a weighbridge at the Regional Waste Disposal Facility, which weighbridge will be used to weigh a loaded vehicle delivering waste, and after having disposed of its contents at the Regional Waste Disposal Facility, the unloaded vehicle thereafter being weighed again, the difference constituting the amount of waste so disposed of.
- 8.2 Deliveries shall be recorded separately. Unless otherwise agreed, each incoming and outgoing vehicle shall be weighed with gross weight, time and truck identification indicated on a weigh record. Cape Winelands, Breede Valley, Witzenberg, Langeberg and Third Parties and the driver of each vehicle shall receive a copy of the weigh ticket, which shall include at least the following information:
- Date and time of delivery
 - Vehicle identification number
 - Driver information
 - Tons delivered
 - Load description as per pre-determined category.

Cape Winelands shall retain all weigh tickets until audited by the Parties' external auditors. The weigh tickets shall be used by the Parties as a basis for the calculations required herein and shall be verified at least annually.

- 8.3 Should Breede Valley and/or Witzenberg and/or Langeberg dispute the tonnage

as reflected in the weighbridge calculation it will be investigated by Cape Winelands and its decision, with reasons, therefore, shall be given to Breede Valley, Witzenberg and Langeberg within 10 (ten) Business Days after receipt of the dispute.

- 8.4 Should Breede Valley and/or Witzenberg and/or Langeberg not be satisfied with the decision, or the reasons given, it may resort to the provisions of clause 15.
- 8.5 Breede Valley, Witzenberg and Langeberg shall have the right to inspect the weighbridge and weigh records at any time subject to reasonable notice being given of such envisaged inspection.
- 8.6 Cape Winelands shall have the weighbridge calibrated at least once every year by the supplier thereof or other competent and authorised authority and provide Cape Winelands as well as Breede Valley, Witzenberg and Langeberg with a certified copy of the findings.
- 8.7 In the event of it being found that the weighbridge was malfunctioning to the extent that it was inaccurate by more than 10% (ten per cent), Cape Winelands will have the weighbridge repaired as soon as reasonably possible. During the period the weighbridge is being repaired, the weight of the material will be determined by means of the average of similar loads received.
- 8.8 Any deviation exceeding 10% (ten per cent) will result in accounts previously rendered and the tonnages registered to be adjusted retrospectively for the two months prior to the weighbridge being calibrated after malfunctioning.
- 8.9 In the event of a power failure or where the electricity supply is delayed by the supplier, the weight of the material will be determined by means of the average of similar loads received.

9 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

10 CHANGE IN LAW

If, after the Effective Date, as a direct result of a Change in Law, Cape Winelands District Municipality shall incur an increase in the cost of construction, operation or maintenance of the Regional Waste Disposal Facility to be utilised by Breede Valley, Witzenberg, Langeberg and Third Parties, related solely to a Change in Law, then the Charges

contemplated in clause 7 will be increased accordingly in consultation with Breede Valley, Witzenberg, Langeberg to ensure that Cape Winelands is able to recover the additional costs. The increase shall be effective on the beginning of the next Financial Year after the Change of Law comes into effect. Cape Winelands shall provide Breede Valley, Witzenberg and Langeberg with evidence of the additional costs incurred or to be incurred as a result of the Change in Law. Should any of the Parties dispute the increase in the Charges, that dispute shall be dealt with in terms of the provisions of clause 15 of this Agreement.

11 DURATION OF AGREEMENT

11.1 This Agreement shall commence on the Effective Date and shall endure for the whole Contractual Term, subject to the successful compliance with the statutory requirements set out in Section 33 of the Local Government: Municipal Finance Management Act (Act 56 of 2003) within a period of 6 (six) months from date of signature of this Agreement by the last signatory.

12 VARIATIONS AND AMENDMENTS

12.1 The Parties acknowledge that this Agreement contains the entire agreement between them.

12.2 No variation, alteration, cancellation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all Parties to this Agreement or their duly authorised representatives.

12.3 No indulgence, leniency or extension of time which any Party ("the Grantor") may grant or show to any other Party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in the future.

12.4 The Parties consent to the non-exclusive jurisdiction of the Western Cape Division of the High Court of South Africa, for any proceedings arising out of or in connection with this Agreement.

12.5 Except as provided for elsewhere in this Agreement, a Party may not cede any or all of that Party's rights or delegate any or all of that Party's obligations under this Agreement without the prior written consent of the other Parties, which consent will not be unreasonably withheld.

13 NOTICE AND DOMICILIUM

13.1 The Parties hereto respectively choose domicilium citandi et executandi

“*domicilium*”) for the purpose of all payments to be made, any notices, demands, process or communications intended for either Party and for all purposes of and in connection with this Agreement, as follows:

13.1.1 Cape Winelands:

Address: 46 ALEXANDER STREET, STELLENBOSCH,
7600
Tel: (021) 888 5100
Email: admin@capewinelands.gov.za

13.1.2 Breede Valley

Address: 30 BARING STREET, WORCESTER, 6849
Tel: (023) 348 2600
Email: rekords@bvm.gov.za

13.1.3 Witzenberg

Address: 50 VOORTREKKER STREET, CERES, 6835
Tel: (023) 316 1854
Email: admin@witzenberg.gov.za

13.1.4 Langeberg

Address: 28 MAIN ROAD, ASHTON, 6715
Tel: (023) 615 8000
Email: info@langeberg.gov.za

13.2 The Parties shall be entitled to change their *domicilium* from time to time, provided that any new *domicilium* selected by it shall be situated in the Republic of South Africa, shall be an address other than a box number, and any such change shall only be effective upon receipt of notice in writing by the other party of such change.

13.3 All notices, communications or processes in terms of this Agreement shall be in writing.

13.4 Any notice, communication or any process addressed by one of the Parties to the other shall be deemed to have been sufficiently served and/ or delivered upon the Party:-

13.4.1 By registered mail on the 5th (fifth) Business day after posting;

13.4.2 By fax or electronic mail on the date of fax transmission or e-mail to the mentioned number or email address if transmitted prior to 13h00 failing

which, it shall be deemed to have been received on the first normal Business Day following date of transmission.

13.4.3 By hand during normal business hours at the time of delivery.

13.5 The above clauses will not be so construed as to oust the service procedures, specifically those of personal service as depicted in any applicable legislation of the Republic of South Africa.

14 FORCE MAJEURE

14.1 As a result of a Force Majeure event, the Party claiming relief shall be relieved from liability under this Agreement to the extent that by reason of the Force Majeure event it is not able to perform all or a material part of its obligations under this Agreement.

14.2 Where a Party is (or claims to be) affected by an event of Force Majeure:

14.2.1 it shall take all reasonable steps to mitigate the consequences of such an event upon the performance of its obligations under this Agreement, resume performance of its obligations affected by the event of Force Majeure as soon as practicable and use all reasonable endeavours to remedy its failure to perform; and

14.2.2 it shall not be relieved from liability under this Agreement to the extent that it is not able to perform, or had not in fact performed, its obligations under this Agreement due to its failure to comply with its obligations under this Agreement.

14.3 The Party claiming relief shall serve written notice on the other Party within 10 (ten) Business Days of it becoming aware of the relevant event of Force Majeure. Such initial notice shall give sufficient details to identify the particular event claimed to be an event of Force Majeure.

14.4 A subsequent written notice shall be served by the Party claiming relief on the other Party within a further 10 (ten) Business Days which shall contain such relevant information relating to the failure to perform (or delay in performing) as is available, including (without limitation) the effect of the event of Force Majeure on the ability of the Party to perform, the action being taken in accordance with clause 14.2.1, the date of the occurrence of the event of Force Majeure and an estimate of the

period of time required to overcome it (and/or its effects).

- 14.5 The Party claiming relief shall notify the other as soon as the consequences of the event of Force Majeure have ceased and when performance of its affected obligations can be resumed.
- 14.6 If, following the issue of any notice referred to in clause 14.4 the Party claiming relief receives or becomes aware of any further information relating to the event of Force Majeure (and/or any failure to perform), it shall submit such further information to the other Party as soon as reasonably possible.
- 14.7 The Parties shall endeavor to agree to any modifications to this Agreement which may be equitable having regard to the nature of an event or events of Force Majeure, failing which this agreement shall terminate.

15 DISPUTE RESOLUTION

- 15.1 This Agreement shall be governed by and constructed in accordance with the laws of the Republic of South Africa.
- 15.2 The Parties record that this Agreement constitutes an intergovernmental arrangement as contemplated in the Intergovernmental Relations Framework Act, 2005 (IGRFA), and undertake to resolve any dispute arising from or in connection with this Agreement in accordance with Chapter 4 of the IGRFA.
- 15.3 In the event of any dispute between Cape Winelands District Municipality, Breede Valley Municipality, Langeberg Municipality and Witzenberg Municipality ("the Parties"), the Parties shall make every reasonable effort to resolve the dispute amicably through consultation, negotiation and established intergovernmental structures.
- 15.4 Any Party may declare a formal intergovernmental dispute by written notice to the other Parties, setting out the nature of the dispute and the relief sought.
- 15.5 Upon declaration of a dispute, the Parties shall engage through the Intergovernmental Monitoring Committee and, where necessary, escalate the matter to the relevant political principals, with a view to resolving the dispute in good faith.
- 15.6 Should the dispute remain unresolved, any Party may refer the dispute to the Member of the Executive Council (MEC) responsible for local government in the Western Cape Province, in accordance with section 43 of the IGRFA, for

facilitation, mediation or other appropriate intervention.

15.7 The Parties shall cooperate fully in any process initiated by the MEC in terms of section 43 of the IGRFA and shall take all reasonable steps to give effect to any recommendations or directives issued pursuant thereto.

15.8 No Party may institute legal proceedings in respect of a dispute arising from this Agreement unless the procedures contemplated in this clause, read with Chapter 4 of the IGRFA, have been exhausted, save where urgent relief is required or exceptional circumstances exist.

Pending the resolution of any dispute, the Parties shall continue to perform their obligations under this Agreement, to the extent reasonably possible.

16 SEVERABILITY

16.1 Clause 15 is severable from the rest of the Agreement and shall therefore remain in effect even if this Agreement is terminated.

16.2 In the event of any condition or provision of the Agreement being held to be invalid or unenforceable, the rest of the Agreement remains intact, enforceable, valid and binding.

17 BREACH

17.1 Subject to clause 15 above, in the event that a Party to this Agreement fails to comply with any provisions of this Agreement, the other Party ("the aggrieved party") shall furnish such Party with a notice of breach.

17.2 The aggrieved Party shall afford the other Party a 30 (thirty) Business Days period in the notice of breach, clearly setting out the nature and extent of the breach, to remedy such breach.

17.3 If such breach is not remedied by the date and to the extent, as stipulated in the notice of breach, the aggrieved Party may:

17.3.1 cancel this Agreement and claim damages;

17.3.2 enforce specific performance and claim damages; or

17.3.3 avail itself of any other remedy available in law.

17.4 In the event of breach of this Agreement, the defaulting Party undertakes to pay all attorney-and-client costs plus VAT, collection commission and tracing costs plus VAT which the aggrieved Party may incur in enforcing or cancelling of this Agreement.

18 TERMINATION OR CANCELLATION OF AGREEMENT

18.1 The termination and/or cancellation of this Agreement may occur-

18.1.1 at the expiry of the Contractual Term of this Agreement;

18.1.2 if the Parties agree thereto in writing;

18.1.3 due to a Force Majeure in terms of clause 14 above resulting in a Party not being able to perform a material part of its obligations under this Agreement.

18.2 Save as otherwise expressly provided in this Agreement termination and/or cancellation of this Agreement shall:

18.2.1 be without prejudice to any accrued rights and obligations under this Agreement as at the date of termination; and

18.2.2 not affect the continuing rights and obligations of the Parties to this Agreement.

THUS DONE AND SIGNED ON THIS THE _____ DAY OF _____ 2026 in

WITNESSES:

1. _____

2. _____

FOR AND ON BEHALF OF THE CAPE
WINELANDS DISTRICT
MUNICIPALITY, WHO WARRANTS BY

THIS SIGNATURE THAT HE/SHE IS
DULY AUTHORISED THERETO

THUS DONE AND SIGNED ON THIS THE _____ DAY OF _____ 2026 in

WITNESSES:

1. _____

2. _____

FOR AND ON BEHALF OF THE
BREEDE VALLEY MUNICIPALITY,
WHO WARRANTS BY THIS
SIGNATURE THAT HE/SHE IS DULY
AUTHORISED THERETO

THUS, DONE AND SIGNED ON THIS THE _____ DAY OF _____ 2026 in

WITNESSES:

1. _____

2. _____

FOR AND ON BEHALF OF THE
WITZENBERG MUNICIPALITY, WHO
WARRANTS BY THIS SIGNATURE
THAT HE/SHE IS DULY AUTHORISED
THERETO

THUS, DONE AND SIGNED ON THIS THE _____ DAY OF _____ 2026 in

WITNESSES:

1. _____

2. _____

FOR AND ON BEHALF OF THE
LANGEBERG MUNICIPALITY, WHO
WARRANTS BY THIS SIGNATURE
THAT HE/SHE IS DULY AUTHORISED
THERE TO

WITZENBERG

MUNISIPALITEIT UMASIPALA MUNICIPALITY

- MEMORANDUM -

AAN / TO: Technical Services Committee

VAN / FROM: Senior Manager: Town Planning & Building Control

DATUM / DATE: 9 April 2026

TRIM: 15/4/P

ESTABLISHMENT OF A MUNICIPAL PLANNING TRIBUNAL

1. PURPOSE

To appoint members to the Municipal Planning Tribunal.

Section 35(1) of the Spatial Planning and Land Use Management Act, 2013 requires a municipality to establish a Tribunal to decide land use (town planning) applications.

2. BACKGROUND

The first Tribunal was established on 15 March 2016 and existed for 10 years.

Section 37(1) of the Spatial Planning and Land Use Management Act, 2013 determines that the maximum term for members are ten (10) years.

The term of the current members will come to an end on 15 March 2026. The current members are:

Adrian Hofmeester (Chair)
 Liza-Mari Nieuwenhuis (Deputy Chair)
 Michelle Klaasen (Internal Member)
 Quinton Balie (External member – Cape Winelands District Municipality)
 Jack van Zyl (External member – Langeberg Municipality)

3. LEGISLATION

Section 36 of the Spatial Planning and Land Use Management Act, 2013 prescribes the composition of the Tribunal as follows:

✉ 44 Ceres 6835

☎ (023) 316 1854

📞 (023) 316 1877

📧 admin@witzenberg.gov.za

- Must consist of a minimum of 5 members
- Must consist of officials in full-time service of the municipality
- Must consist of persons that are not officials of the municipality and who has knowledge of town planning.
- Must have a Chairperson and Deputy Chairperson.

The municipality must identify the internal members from its own officials to serve on the Tribunal and invite officials from other municipalities or provincial government to sit as the external members. It is recommended that neighbouring municipalities be approached to provide external members. Langeberg municipality has already indicated that they can offer a town planner to sit on the Tribunal.

Section 36(2) does not allow councillors to serve as members of the Tribunal.

Internal members

SPLUMA (sect 36(1)(a)) requires that the internal members need to be officials in full-time service of the municipality. They do not have to be town planners but should have a fair understanding of planning and development. The following officials are regarded as suitable candidates since their functions are connected to the spatial and land use management function and it is recommended that they serve as members:

Monwabisi Mpeluza (Director: Corporate Services)
Johan Swanepoel (Manager: Projects and Performance)
Riaan Fick (Manager: Local Economic Development)

External members

SPLUMA (sect 36(1) (b)) requires that the outside members must consist of persons who have knowledge and experience of spatial planning, land use management and land development. It is recommended that an invitation be extended to the neighbouring municipalities and provincial government to nominate persons to serve on the Tribunal.

4. FINANCIAL IMPLICATIONS

None

5. COMMENT OF DIRECTORATES / DEPARTMENTS CONCERNED

- Municipal Manager:

I'm not in favour of the Technical Representatives on the Tribunal. There needs to be a wider representation from Departments outside of Technical that are actively involve with the community.

- Senior Manager Legal Services:

I have considered the question of who may serve as a member of the Tribunal. While municipal employment, more specifically a Manager from Technical Services, does not, in itself, constitute an automatic disqualification, it must be emphasised that the functions of the Tribunal are quasi-judicial in nature.

Accordingly, the Tribunal is required to act fairly, independently and impartially, and it must also be perceived to do so.

Where a member has previously expressed a view on an application — even informally — an objector may contend that a reasonable apprehension of bias arises. The applicable test is not whether the member is in fact biased, but whether a reasonable and properly informed person would apprehend that the member may not bring an open and impartial mind to bear on the matter.

Section 38 SPLUMA

- (3) A member of a Municipal Planning Tribunal—**
 - (a) must make full disclosure of any conflict of interest, including any potential conflict; and*
 - (b) may not attend, participate or vote in any proceedings of the tribunal in relation to any matter in respect of which the member has a conflict of interest.*
- (4) For the purposes of this section, a member has a conflict of interest if—**
 - (a) the member, a family member, partner or business associate of the member is the applicant or has a pecuniary or other interest in the matter before a planning tribunal;*
 - (b) the member has any other interest that may preclude or may reasonably be perceived as precluding the member from performing the functions of the member in a fair, unbiased and proper manner;*

In this regard, I refer specifically to Mr. Elton Lintnaar. Given that he provides comments on the initial town planning application, it may reasonably be argued that a reasonable and informed person could perceive a potential for bias.

Furthermore, the present composition of the Tribunal appears to be predominantly technical in nature. The previous composition included representation from the Integrated Development Planning (IDP), Environmental Department and Legal Department. It must be borne in mind that land use applications are not solely technical determinations; considerations of public interest and environmental impact are integral and, at times, decisive factors.

Section 42 of the Spatial Planning and Land Use Management Act expressly requires that land development applications be evaluated with due regard to, inter alia, the public interest and taking into account environmental legislation.

Deciding an application

42. (1) In considering and deciding an application a Municipal Planning Tribunal must—

- (a) be guided by the development principles set out in Chapter 2;
- (b) make a decision which is consistent with norms and standards, measures designed to protect and promote the sustainable use of agricultural land, national and provincial government policies and the municipal spatial development framework; and
- (c) take into account—
 - (i) the public interest;
 - (ii) the constitutional transformation imperatives and the related duties of the State;
 - (iii) the facts and circumstances relevant to the application;
 - (iv) the respective rights and obligations of all those affected;
 - (v) the state and impact of engineering services, social infrastructure and open space requirements; and
 - (vi) any factors that may be prescribed, including timeframes for making decisions.

(2) When considering an application affecting the environment, a Municipal Planning Tribunal must ensure compliance with environmental legislation.

In light of the above, and considering that there are already two external members who are professional town planners, it would be prudent for the composition of the Tribunal to reflect greater diversity in order to give proper effect to the considerations envisaged in section 42. A broader and more balanced composition would enhance the substantive quality of decision-making.

- Director: Technical Services:

Item and recommendation supported.

- Director Financial Services:

No comment received

- Director Corporate Services:

No comment received

- Director Community Services:

No comment received

RECOMMENDATION

That Technical Services Committee recommend to Council:

- a) that the following officials be appointed to serve on the Planning Tribunal:

Monwabisi Mpeluza (Director: Corporate Services)
 Johan Swanepoel (Manager: Projects and Performance)
 Riaan Fick (Manager: Local Economic Development)

- b) that an invitation be extended to neighbouring municipalities and provincial government to nominate two officials to serve on the Tribunal as external members and that the Municipal Manager be delegated to confirm the appointments.
- c) that the Chairperson of the Municipal Planning Tribunal shall be Johan Swanepoel (Manager: Projects and Performance);
- d) that the Deputy Chairperson of the Municipal Planning Tribunal shall be Riaan Fick (Manager: Local Economic Development);
- e) that the term of the members of the Tribunal shall be five (5) years.


 SENIOR MANAGER:
 TOWN PLANNING & BUILDING CONTROL

DATE: 06/05/2026


 MUNICIPAL MANAGER:

DATE: 06/05/2026


 DIRECTOR TECHNICAL SERVICES

06/05/2026
 DATE: