

SPECIAL COUNCIL MEETING
AGENDA
29 AUGUST 2025



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Notice is hereby given, in terms of Section 19(b) of the Local Government: Municipal Systems Act, 32 of 2000 as amended, that a **SPECIAL MEETING** of the **MUNICIPAL COUNCIL** of Knysna Municipality will be held in the Council Chambers on **FRIDAY, 29 AUGUST 2025** at **8:00** to consider the business set forth in the attached agenda.

Kennis geskied hiermee as gevolg van Artikel 19(b) van die Plaaslike Regering: Munisipale Stelsels Wet, 32 van 2000, dat 'n **SPESIALE VERGADERING** van die **MUNISIPALE RAAD** van Knysna Munisipaliteit in die Munisipale Raadsaal op **VRYDAG, 29 AUGUSTUS 2025** om **8:00** gehou sal word ten einde sake soos uiteengesit in die aangehegte agenda te oorweeg.

Ibhunga lika**MASIPALA** waseKnysna lazisa ngomthetho okwisolotya 19(b) wenkqubo mgaqo olawula oMasipala, 32 of 2000, njengoko utshintshiwe, **NGENTLANGANISO EKHETHEKILEYO** ye**BHUNGA** lika**MASIPALA** waseKnysna eyakubanjelwa **NGOLWESIHLANU, NGOMHLA WE 29 EYETHUPHA 2025** ngentsimbi ye **8:00** umba iyakuba lushishino oluchazwe kwi-agenda.

CLLR M WILLEMSE

The Speaker
Die Speaker
Usomlomo

MR LULAMILE MAPHOLOBA

Municipal Manager
Munisipale Bestuurder
Mphathi kaMasipala

Date: 26 August 2025

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6. **NEW MATTERS SUBMITTED BY THE MUNICIPAL MANAGER**

6.1

SC01/08/25 MPAC: REPORT ON FINDINGS OF THE AUDITOR-GENERAL DURING THE AUDIT PERFORMED FOR THE 2023/2024 FINANCIAL ON THE SECURITY TENDER T25/2023/2024 PROVISION OF PHYSICAL SECURITY AND THE INVESTIGATION OF MUSETHO LAW INC

REPORT OF THE MUNICIPAL PUBLIC ACCOUNTS COMMITTEE

INTRODUCTION

The purpose of this report is to make preliminary recommendations to Council regarding the ongoing investigation by the Committee into of the Auditor-General's and Musetho Law Inc's findings during the audit performed for the 2023/2024 financial year in respect of T25/2023/2024 (Provision of Physical Security).

BACKGROUND

During the investigation of the irregular appointment of the Musetho Law Inc, the Committee discovered that there was numerous irregularities with the appointment of Dephethogo Trading/Dephethogo Cleaning and Security as determined by the Auditor -General during the audit performed for the 2023/2024 financial year. Numerous findings were issued in respect of Tender T25/2023/2024.

DISCUSSION

One of the serious findings was that the bidder submitted CV's of key employees that were required to fulfil the functionality requirements, whereas these key employees were not employed by the bidder. The bid would not have been awarded to Dephethogo had this misrepresentation not been made by the bidder. Due to the serious implications of the misrepresentation, the Committee resolved to recommend to Council that the relevant member of Dephethogo be reported to the South African Police Services, as well as that the Close Corporation be reported to the National Treasury as a restricted/ defaulter supplier, whilst the full investigation is ongoing.

RELEVANT LEGISLATION

- Local Government: Municipal Finance Management act 56 of 2003.
- Municipal Systems Act 32 of 2000 (as amended).
- Municipal Public Accounts Committee's Terms of Reference.

RECOMMENDATION OF THE MUNICIPAL PUBLIC ACCOUNTS COMMITTEE

- [a] That Council notes the report on the ongoing investigation into the irregular appointment in tender T22 OF 2023/2024.
- [b] That Council resolves to instruct the Municipal Manager to report Dephethogo CC to the National Treasury as a restricted/ defaulter supplier.

- [c] That Council resolves to instruct the Municipal Manager to report Dehethogo and the relevant member to the South African Police Services.

File Number: 9/1/2/14

Execution: Municipal Manager
CFO

6.2

SC02/08/25 MPAC REPORT ON THE FRUITLESS AND WASTEFUL EXPENDITURE IN RESPECT OF THE TRAINING COST FOR MINIMUM COMPETENCY

REPORT FROM THE MUNICIPAL PUBLIC ACCOUNTS COMMITTEE

PURPOSE OF THE REPORT

The purpose of this report is to make a recommendation to Council regarding the Committee's investigation.

BACKGROUND

During the MPAC meetings held on 7 April 2025, 5 May 2025 and 19 May 2025 the Committee considered and investigated the fruitless and wasteful expenditure incurred for the period July 2022 to May 2024.

DISCUSSION

During the 2022/2023 financial year and as declared in the annual financial statements, expenditure has been identified as fruitless and wasteful expenditure that must be submitted to a committee of council to investigate.

The fruitless and wasteful expenditure relates to interest on late payments, penalties on late payments, training cost and legal fees identified by Auditor General as fruitless and waste expenditure.

No.7

7	18/11/2023		14/07/2023 _31/08/2023	EFT95173_EFT 105208	R281,750.00	Training Cost
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Part of the training cost for the MMC was identified by Internal Audit as expenditure made in vain. In terms of the AG report manager HR indicated that instruction was given by the Director Corporate to process the full payment. The Internal Audit recommended that MPAC must investigate and already determent that part of the expenditure to the service provider was made in vain.

After the Committee has investigated the matter and received input from various staff members who were *au fait* with process at the time, the Committee found that the former Director Corporate Services should be held liable for the fruitless and wasteful expenditure. The Committee reported the matter to Council with a recommendation that the fruitless and wasteful expenditure incurred should be recovered from the former Director Corporate Services. Council considered the matter and advised the Committee to first obtain the views of the former Director Corporate Services. A letter was addressed to the former Director Corporate Services and same is attached hereto marked "**Annexure A**". Unfortunately, no response has been received from the former Director Corporate Services by the time of preparing this Agenda.

FINANCIAL IMPLICATIONS

The fruitless and wasteful expenditure in respect of the training cost amounts to R281,750.00.

RELEVANT LEGISLATION

In terms of section 32(4) of the MFMA.

RECOMMENDATION

- [a] That Council resolves to recover the fruitless and wasteful expenditure incurred in the amount of R281, 750.00 from the former Director Corporate Services due to gross negligence on the part of the Director in managing the Service Level Agreement; and
- [b] That the Municipal Manager be authorized to recover the fruitless and wasteful expenditure from the former Director Corporate Services, Ms Phumla Makoma.

File Number: 9/1/2/10

Execution: Municipal Manager
Director: Financial Services

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KNYSNA
Municipality
Munisipaliteit
uMasipala

Annexure A

Collab. Ref.:
File Ref.:
E Campher

2025-07-22

Ms P Makoma

E-mail Address: MakomaP@emalahlenilm.gov.za

ATTENTION: MS MAKOMA

Dear Madam

**SUBJECT LINE: FRUITLESS AND WASTEFUL EXPENDITURE IN RESPECT OF
T126/2019/20 PANEL OF SERVICE PROVIDERS MMC TRAINING (2020/2021)**

At the Municipal Public Accounts Committee (MPAC) meeting held on 24 March 2025 and 19 May 2025, the Internal Audit Report was considered in which training cost for MMC was identified as expenditure made in vain. It was established that various staff members who were initially identified to participate in the training did not attend same.

The service level agreement entered into between the Knysna Municipality and Kaghiso Business Concepts (Pty) Ltd stipulated that payments would be based on the *actual number of participants who attended the training*. As per the service level agreement the Internal Audit Unit has calculated the cost of each unit standard at R1 437.50, which adds up to R34 500.00 in total of the said standard units per participant. The fruitless and wasteful expenditure identified amounts to R281, 750.00. On further investigation, it was found that there was no documents supporting the invoices processed by the municipality in order to ensure that the service provider was paid according to the level of achievement of the milestones stipulated in the service level agreement. The service provider was paid for the entire group despite the fact that some staff members identified did not attend the training nor submitted portfolio of evidence.

The investigation by MPAC has now established that the erstwhile Director Corporate Services, Ms P Makoma authorized the expenditure in question.

MPAC intends recommending to Council that the expenditure be recovered from yourself and to this end hereby affords you the opportunity to provide written reasons as to why MPAC should not proceed with the recommendation. Such reasons must be provided by 31 July 2025.

Should you have any further enquiries, please contact the MPAC Coordinator Enrico Campher via e-mail address: ecampher@knysna.gov.za

Yours faithfully

L M PHOLOBA
MUNICIPAL MANAGER

Please address all correspondence to the Municipal Manager and quote the above reference
P O Box 21 • Knysna • 6570 • Tel: 044 302 6300 • Fax: 044 302 6333 • E-mail: knysna@knysna.gov.za

6.3

SC03/08/25 PROPOSAL FOR THE EXECUTIVE ASSIGNMENT OF THE LIBRARY FUNCTION TO THE MUNICIPALITY

REPORT FROM DIRECTOR: COMMUNITY SERVICES

PURPOSE OF THE REPORT

To table before the Municipal Council the proposal for the assignment of the library function to the municipality from the MEC for Cultural Affairs & Sport in the Western Cape for consideration and approval.

To advise Council on the financial implications of the proposed assignment.

PREVIOUS COUNCIL RESOLUTION:

***“CONTINUATION OF THE ORDINARY COUNCIL MEETING
MINUTES
5 JUNE 2025***

***C03/04/25 FUNDING IMPLICATIONS: EXECUTIVE ASSIGNMENT OF THE
LIBRARY FUNCTION TO THE MUNICIPALITY***

UNANIMOUSLY RESOLVED

- [a] That the Report on the Funding Implications: Executive Assignment of the Library function to the Municipality, be noted;*
- [b] That Council notes the submission of the Finance and Fiscal Commission (FFC) which is made in terms of Section 9 of the Municipal Systems Act (Act 32 of 2000) concerning the new Western Cape library bill (attached as annexure);*
- [c] That Council notes the responses (attached as annexures) of the following stakeholders to the FFC submission:
 - i. South African Local Government Association (SALGA)*
 - ii. The MEC for Cultural Affairs & Sport in the Western Cape (DCAS)*
 - iii. The MEC for Local Government.*
 - iv. The HOD of the DCAS – Letter to municipalities*
 - v. The City of Cape Town 5-year funding projection.*
 - vi. The SARS vat ruling: regarding the payment of tax on the conditional grant that is transferred to municipalities.**
- [d] That Council be provided with a full cost analysis of the library services provision, any VAT implications and all our assets and operational costs involved.”*

BACKGROUND & DISCUSSION

Section 126 of the constitution stipulates that a member of the Executive Council may assign any power or function that is to be performed in terms of an act of parliament or provincial act, to a Municipal Council. The section stipulates further that an assignment:

- a) must be in terms of an agreement between the relevant Executive Council member and the Municipal Council.
- b) Must be consistent with the relevant act in terms of which the relevant power or function is exercised or performed
- c) Takes effect upon proclamation by the premier.

The Western Cape Government's Department of Cultural Affairs & Sport (DCAS) has submitted a proposal (annexures A & B) to the Municipal Manager & the Executive Mayor for the assignment of the library function to the municipality which may only be concluded by mutual agreement.

'section 126 of the Constitution, section 36 of the Western Cape Constitution 1 of 1998 and section 5 of the Western Cape Public Library Services Act, 2025 (Act 1 of 2025), requires the Department and the Municipality to conclude an assignment agreement which sets out the extent of such assignment of the library services.'

SALIENT POINTS FOR CONSIDERATION BY COUNCIL:

1. The Constitution of the Republic of South Africa (Act no 108 of 1996, schedule 5A) stipulates that libraries other than national libraries are the exclusive legislative competence of the provincial sphere of government.
2. The Municipal Council may accept a function that is properly assigned to it in terms of the constitution and relevant provincial legislation.
3. The library function remains underfunded and that the proposed assignment of the function will not change this.
4. That municipalities in the Western Cape have a long history of funding library services from municipal revenue which is supplemented by grants from the Western Cape Government's Department of Cultural Affairs & Sport (Department).
5. SALGA highlights the fact that the underfunding of the library function remains a challenge that has a negative financial implication for municipalities.
6. That the executive assignment of the function to municipalities will cancel out the payment of VAT on the conditional grant that is allocated to municipalities.
7. That the executive assignment of the function will consolidate the decades long practical co-operation and co-funding of libraries by the DCAS and the municipalities in a legal co-operation, ensuring the ongoing execution of the function at a government level where it is best performed

LEGAL IMPLICATIONS

- i) The Constitution of South Africa (Act no 108 of 1996, schedule 5A): Stipulates that libraries other than national libraries are functional areas of exclusive provincial competence.
- ii) The Western Cape Library Bill provides for the assignment of the library function to municipalities by agreement.

FINANCIAL IMPLICATIONS

1. The municipality will continue to incur vat on the library conditional grant should it refuse to sign the assignment agreement with the DACS (*SARS has ruled that the municipalities must pay vat on the conditional grant that is received from the department*).
2. The financial contribution of each sphere of government is outlined below:

FINANCIAL YEAR (2025/26 fin year)	MUNICIPAL BUDGET	PROVINCIAL GAZETTED ALLOCATIONS	FUNDING DEFICIT
STAFF ALLOCATION	R15,900,189.03	R11,353,000.00	R4,547,189.03
OPERATING EXPENDITURE	R778,144	R0	R778,144
Total deficit to be paid by the municipality			R5,325,333.03

FINANCIAL IMPLICATIONS FOR DECLINING THE ASSIGNMENT

ITEM	AMOUNT
Conditional grant allocation	R11,353,000.00
VAT(paid to SARS)	R1,482,130.43
Actual conditional grant received	R9,880,869.57

Notes: No vat is payable to SARS if the assignment is approved.

RECOMMENDATION OF THE MUNICIPAL MANAGER

- [a] That the Proposal for the Executive Assignment of the Library function to the Municipality, be noted;
- [b] That Council considers and approves the proposal to assign the library function to the municipality;
- [c] That Council notes the financial implications of declining and of approving the proposal for the assignment of the library function; and
- [d] That the Municipal Manager signs the Assignment Agreement if Council approves the assignment of the library function.

APPENDIX / ADDENDUM

Annex A - Assignment agreement letter from the Head of the Department of Cultural Affairs & Sport.

Annex B - Copy of the Assignment Agreement.

File Number: 9/1/2/5

Execution: Director: Community Services



Department of Cultural Affairs and Sport

Deon Burger

Office of the Head of Department

Deon.Burger@westerncape.gov.za | Tel: 021 483 9505

Dear Municipal Manager

ASSIGNMENT AGREEMENT REGARDING THE OPERATION OF PUBLIC LIBRARIES BY MUNICIPALITIES IN THE WESTERN CAPE

1. The purpose of this letter is to present the Municipality with a 3-year Assignment Agreement regarding the operation of public libraries by the Municipality, for consideration.
2. The introduction of the Western Cape Public Library Services Act, 2025 (Act 1 of 2025) enables the Provincial Minister of Cultural Affairs and Sport, in terms of a written agreement as contemplated in section 36 of the Constitution of the Western Cape, 1997 (Act 1 of 1998) (the Provincial Constitution), and section 126 of the Constitution of the Republic of South Africa, 1996, (the Constitution) to assign to the Municipal Council of a municipality all or part of the administration of a function.
3. In addition to solving the VAT issue going forward, this Assignment Agreement will consolidate the decades long practical co-operation and co-funding regarding libraries between the Department and the Municipality in a legal co-operation, ensuring the ongoing execution of functions on the government level where it is best performed.
4. This Assignment Agreement stipulates the following in respect of the assigned functions:
 - the role and responsibilities of the Municipality.
 - the roles and responsibilities of the Department; and
 - the funding arrangements for the Municipality in respect of the assigned functions.
5. The commencement date for the assignment will be the date on which the assignment is brought into operation by a proclamation issued in accordance with section 36 of the Provincial Constitution and section 126(c) of the Constitution.
6. Please contact Ms Carmen Lucas at carmen.lucas@westerncape.gov.za or 021 483 0072 if you require any additional information or wish to make an appointment to meet with the Department to discuss the agreement.

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Thank you for your continued support and collaboration.

Kind regards,

Guy Redman  Digitally signed by Guy Redman
Date: 2025.06.20 11:58:49 +02'00'

GT REDMAN

HEAD: CULTURAL AFFAIRS AND SPORT

**ASSIGNMENT AGREEMENT REGARDING THE OPERATION OF PUBLIC LIBRARIES BY
MUNICIPALITIES IN THE WESTERN CAPE**

Entered into by and between

**THE WESTERN CAPE GOVERNMENT VIA ITS DEPARTMENT OF CULTURAL AFFAIRS AND
SPORT**

(Represented by Mr Ricardo Mackenzie, in his capacity as Provincial Minister of
Cultural Affairs and Sport, and Mr Guy Redman, in his capacity as Head of the
Department of the Department of Cultural, Affairs and Sport Department, both
duly authorised hereto)

(hereinafter referred to as "the Department")

and

KNYSNA MUNICIPALITY

(Represented by **Mr. THANDO MATIKA**, in his capacity as Mayor of the **KNYSNA
MUNICIPALITY** and **Mr. LULAMILE MAPHOLOBA**, in his capacity as the Municipal
Manager of the **KNYSNA MUNICIPALITY**, both duly authorised hereto)

(hereinafter referred to as "the Municipality")

PREAMBLE:

- A. WHEREAS** library services, other than national libraries, resort under the functional area of exclusive provincial legislative competence in terms of Schedule 5A of the Constitution;
- B. AND WHEREAS** section 126 of the Constitution of the Republic of South Africa and section 36 of the Constitution of the Western Cape 1 of 1998, provide for the assignment of functions such as library services from the provincial governments to municipalities;
- C. AND WHEREAS** the Department has determined that certain functions related to public library services may be more effectively performed at the municipal level;
- D. AND WHEREAS** the Municipality has agreed to accept such assignment of certain functions related to library services in accordance with applicable laws;
- E. AND WHEREAS** section 126 of the Constitution, section 36 of the Western Cape Constitution 1 of 1998 and section 5 of the Western Cape Public Library Services Act, 2025 (Act 1 of 2025), require the Department and Municipality to conclude an assignment agreement which sets out the extent of such assignment of the library services;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1. DEFINITIONS AND INTERPRETATION**
 - 1.1. The headings of the clauses in this Agreement are for the purposes of convenience and reference only and shall not be used in the interpretation of, nor to modify or amplify the terms of this Agreement or any clause hereof.

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- 1.2. In this Agreement, unless a contrary intention clearly appears words importing -
- 1.2.1. any one gender includes the other gender;
 - 1.2.2. the singular includes the plural and vice versa; and
 - 1.2.3. natural persons include created entities (corporate or non-corporate) and vice versa.
- 1.3. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause.
- 1.4. When any number of days is prescribed in this Agreement, it shall be reckoned as calendar days, exclusive of the first and inclusive of the last day.
- 1.5. A reference to "writing" or "written" includes any non-transitory form of visible reproduction of words (including e-mail).
- 1.6. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms and they will be deemed to be followed by the words "without limitation".
- 1.7. Notwithstanding any other provision of this Agreement, the use of general terms or phrases in this Agreement shall not be construed or interpreted by reference to any specific examples or items listed immediately prior to such general terms. For the avoidance of doubt, the general terms used in this Agreement shall be interpreted according to their ordinary and usual meaning and shall not be limited or restricted by the eiusdem generis rule or any similar principle of construction.

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- 1.8. The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of it shall not apply to this Agreement.
- 1.9. Expressions defined in this Agreement shall bear the same meanings in any annexure hereto which does not contain its own definitions.
- 1.10. Any annexures attached hereto form part of this Agreement.
- 1.11. In the event of any conflict between the provisions of this Agreement and any annexures hereto, or any other document incorporated by reference to this Agreement, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Agreement in the following order of precedence:
 - 1.11.1. first, the terms and conditions of this Agreement;
 - 1.11.2. second, annexures and schedules to this Agreement; and
 - 1.11.3. third, any other documents incorporated by reference.
- 1.12. This Agreement supersedes and replaces any previous oral and/or written agreements, understandings, representations, promises or assurances relating to the same subject matter.
- 1.13. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely—
 - 1.13.1. **“Act”** means the Western Cape Public Library Services Act, 2025 (1 of 2025);
 - 1.13.2. **“Agreement”** means this assignment agreement as contemplated in section 126 of the Constitution, section 36 of the Western Cape Constitution, and section 5 of the Act, and including the annexures and any such addenda thereto as may be concluded between the Parties;

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- 1.13.3. **"Business Day"** means any day other than a Saturday, Sunday or statutory public holiday in the Republic of South Africa;
- 1.13.4. **"Calendar Day"** means any day of the week, including a Saturday, Sunday or statutory public holiday in the Republic of South Africa;
- 1.13.5. **"Calendar Month"** means the period running from the first day of a month on a calendar until the last day of that month;
- 1.13.6. **"Commencement Date"** means 01 July 2025, notwithstanding the date of signature hereof;
- 1.13.7. **"Confidential Information"** means all information or data which is imparted or obtained under or in connection with this Agreement (whether before or after the Commencement Date) in confidence (whether in writing, verbally or by any other means and whether directly or indirectly) by one Party to the other in relation to each Party's business and/or the performance of each Party's rights and obligations in terms of this Agreement;
- 1.13.8. **"Constitution"** means the Constitution of the Republic of South Africa, 1996;
- 1.13.9. **"Data Protection Legislation"** means any and all applicable laws including without limitation the Protection of Personal Information Act, 2013 ("POPIA"), relating to the protection of Personal Information in force in the Republic of South Africa;
- 1.13.10. **"Department"** means the Western Cape Government via its Department of Cultural Affairs and Sport;

1.13.11. **“Financial Contribution”** means all funding provided by the Department to the Municipality for the exclusive use in the operation of Public Library Services, which may include —

1.13.11.1. The Department's grants/allocations for Public Library Services, the calculation of which is in the sole discretion of the Department; and

1.13.11.2. Any other funding contribution by the Department towards the rendering of the Public Library Services function which shall be agreed upon by the Parties annually;

1.13.12. **“Force Majeure”** means any of the following events or circumstances:

1.13.12.1. War, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage, coup;

1.13.12.2. Natural disasters including but not limited to violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;

1.13.12.3. Explosions and fires;

1.13.12.4. Boycotts, strikes and lock-outs of all kinds, go-slows and work stoppages; or

1.13.12.5. Acts of authority, whether lawful or unlawful, apart from acts from which the Party seeking relief has assumed the risk by virtue of any other provisions of this Agreement; which directly causes any Party to be unable to comply with all or a material part of its obligations under this Agreement;

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- 1.13.13. **"Law"** means the law governing the Agreement and shall be the laws of the Republic of South Africa;
- 1.13.14. **"Library Material"** means library material as defined in section 1 of the Act;
- 1.13.15. **"Municipality"** means the **Knysna Municipality**, established in terms of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998), read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000;
- 1.13.16. **"Party"** means individually, the Department or the Municipality and together the "Parties" to this Agreement identified herein;
- 1.13.17. **"Promotional Material"** means materials in support of relevant marketing material;
- 1.13.18. **"Programmes"** means specific projects planned and executed by the Municipality relating to Public Library Services, when required in conjunction with the Department, and vice versa;
- 1.13.19. **"Public Library"** means a public library as defined in section 1 of the Act, and which in this instance is: *Brackenhill, Fairview, Hornlee, Karatara, Khayaletu, Knysna, Leisure Isle, Masifunde, Rheenendal, Rudolf Balie, Sedgfield and Smutsville Libraries.*
- 1.13.20. **"Public Library Services"** means public library services as defined in section 1 of the Act, and managed and provided by the Municipality in terms of this Agreement;
- 1.13.21. **"Termination Date"** means 30 June 2028; and
- 1.13.22. **"Western Cape Library Service"** means the provincial Library Service, which is a directorate of the Department.

2. PURPOSE, SCOPE AND DURATION

- 2.1 The purpose of this Agreement is to assign to the Municipality the provision of Public Library Services, which may include, the establishment, control, and operation of Public Libraries. Such assignment is intended to ensure the efficient and effective delivery of Public Library Services to the public in accordance with applicable laws and standards.
- 2.2 The assignment contemplated in this Agreement shall be effected in accordance with section 126 of the Constitution of the Republic of South Africa, 1996, read together with section 36 of the Constitution of the Western Cape, 1 of 1998, and section 5 of the Act.
- 2.3 The assignment shall be limited to the scope detailed in this Agreement.
- 2.4 The Agreement will commence on the Commencement Date, notwithstanding the date of signature, and terminate, unless otherwise agreed in writing between the Parties, on the Termination Date.

3. FUNDING AND RESOURCE ALLOCATION

- 3.1 The Department shall make an annual Financial Contribution to the Municipality in respect of the Public Library Services, subject to the Department's annual budgeting processes. Furthermore, the Municipality shall make an annual financial contribution to supplement the Department's Financial Contribution, subject to available funds.
- 3.2 The Financial Contribution will be recorded in a distinct transfer payment agreement between the Parties for matters such as staffing, operations, maintenance, library upgrades, information and computer technology, furniture and equipment. Any transfer of funds between the Department and the Municipality will be agreed upon between the Parties in writing and will relate to specific programme-related projects and/or activities that will be detailed in an annual municipal business plan and will be subject to the availability of funds.

- 3.3 The Financial Contributions of the Department and Municipality will annually be finalised by them through negotiations, and subject to the statutory approvals and other internal approval applicable to each, before the commencement of their respective financial years.
- 3.4 Additional to the direct Financial Contribution stipulated in this Agreement, the Department may, subject to the availability and annual appropriation of funds by the Provincial Parliament in terms of the Appropriation Act, provide for other products, services and other resources it is able to deliver for the Public Library Services.
- 3.5 The agreed financial contributions and other resource allocations shall be set out in the documents attached hereto as "Annexure A" and "Annexure B", respectively. These annexures shall be reviewed and updated on an annual basis, and the updated versions shall be incorporated into this Agreement each year, thereby replacing the preceding year's "Annexure A" and "Annexure B" in their entirety.
- 3.6 In the event of collaboration in respect of any Programmes, each Party shall be responsible for funding as agreed to in writing by the Parties.

4. OBLIGATIONS OF THE MUNICIPALITY

- 4.1 The Public Library Service functions assigned in terms of this Agreement, which the Municipality accepts and hereby undertakes to do, are the following:
- 4.1.1 Perform the Public Library Services so assigned to it in terms of this Agreement;
- 4.1.2 In the execution of the Public Library Services, comply with the Act, and any other relevant laws;
- 4.1.3 Partly fund the rendering of the Public Library Services, as may be required;

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- 4.1.4 Ensure the provision of the Public Library Services only at Public Libraries registered in terms of this Act within its municipal boundaries;
- 4.1.5 From its own approved budget as well as the Financial Contribution received from the Department, be responsible to make available -
 - 4.1.5.1 the premises in respect of the Public Libraries, which will include the maintenance and day-to day running thereof; and
 - 4.1.5.2 the necessary staff to run and manage the Public Libraries.
- 4.1.6 Be responsible for all operating expenditure associated with the day-to-day running and management of the Public Libraries;
- 4.1.7 Subject to the regulations, prescribed in accordance with section 10 of the Act, determine reasonable tariffs for fines and fees applicable to a Public Library;
- 4.1.8 Determine library hours that best serves the needs of the community;
- 4.1.9 Ensure that the Public Library Services are rendered by competent and qualified staff where possible;
- 4.1.10 Provide adequate security measures at all Public Libraries operated by it, within the confines of available funding;
- 4.1.11 Ensure adequate insurance on the Library Material of the Department in use in the Public Libraries, as well as any other equipment and resources on loan from the Department;

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- 4.1.12 Pay to the Department any proceeds on insurance claims contemplated in clause 4.1.111 above on Departmental losses as a result of break-ins, vandalism, flood, fire or any other incident (acts of God), within 10 (ten) Calendar Days of receipt of the money in the Municipality's bank account;
- 4.1.13 Ensure that when a Public Library under its control is temporarily closed, adequate security is maintained to ensure the safekeeping of the stock and equipment in such Public Library.
- 4.1.14 Annually pay by 1 February every year to the Department all monies received from borrowers (the public) in respect of lost and damaged Library Material which belonged to the Department, with respect to the previous calendar year;
- 4.1.15 Enable Public Library staff to be professionally capacitated by attending relevant staff training opportunities arranged by the Municipality, within the confines of available funding, or arranged by the Western Cape Library Service;
- 4.1.16 Use its best endeavours, in line with available funding, to ensure that there will be no disruption or discontinuation of Public Library Services;
- 4.1.17 In the event of the need arising to permanently close a Public Library providing the Public Library Services, follow and comply with the process as set out in the Act to cease operations at the Public Library;
- 4.1.18 Ensure that any resources and property that is on loan from the Department to the relevant Public Library be returned if it permanently ceases to operate;

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- 4.1.19 Participate in lending and borrowing Library Material provided by the Western Cape Library Service as part of the interlibrary loan service;
 - 4.1.20 Ensure that regular and *ad hoc* reporting on library statistics, library activities and other requested input from the Department, is done as requested;
 - 4.1.21 Ensure that any permanent changes to the functional use of library spaces align with the Public Library's mission and community needs;
 - 4.1.22 Ensure that Public Library membership is administrated according to the '*Guidelines for Library Membership*' issued by the Western Cape Library Service; and
 - 4.1.23 Ensure relevant and well-maintained collections of Library Material, in collaboration with the Western Cape Library Service.
- 4.2 The obligations in this clause 4 are subject to the Act and regulations issued under it.

5. OBLIGATIONS OF THE DEPARTMENT

- 5.1 The Department hereby undertakes to do the following:
- 5.1.1 The selection, procurement, professional preparation and processing of new Library Material, provided that the acquisition of the material shall reasonably comply with the departmental procedures, and that the Department shall ensure that an annual budget for Library Materials be made available to procure such Library Material for registered Public Libraries;
 - 5.1.2 The allocation and distribution of Library Material to Public Libraries on loan from the Western Cape Library Service;

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- 5.1.3 The handling and processing of returned Library Material from Public Libraries and the redistribution thereof;
- 5.1.4 Asset management as per the Asset Management Policy pertaining to Library Material;
- 5.1.5 The processing of special requests and interlibrary loans;
- 5.1.6 Where required, provide equipment on loan to Public Libraries;
- 5.1.7 The provision of a Library Information Management System;
- 5.1.8 Support the promotion of Public Libraries and relevant Promotional Material;
- 5.1.9 Where applicable and possible, provide Information Communication Technology equipment and technical support as part of the Rural Library Connectivity Project;
- 5.1.10 Where required, provide professional guidance and support in respect of the establishment and management of Public Libraries;
- 5.1.11 If possible, where required, and in line with the Municipality's strategies, plans, policies and procedures, build the capacity of the Municipality's Public Library Service by providing training and skills development;
- 5.1.12 Financial assistance in respect of the building or upgrading of Public Libraries in communities which, in the opinion of the Department, have no or inadequate Public Library Services, provided that the Department will retain the right to determine which Public Libraries within the Western Cape shall be co-financed within the limits of the Department's budget allocation for this purpose; and

5.1.13 Provide Financial assistance to the Municipality relating to the rendering of the Public Library Service.

5.2 The responsibilities as described in clause 5.1 herein shall be executed in consultation with the Municipality.

6. SHARED OBLIGATIONS

6.1 Reasonable notice will be provided when either Party proposes to collaborate with the other on ad hoc Programmes.

6.2 The Parties will consider all proposals as contemplated in clause 6.1 and provide timely feedback regarding such proposals.

6.3 When collaborating on Programmes relating to the delivery of Library Services, the Parties will continuously liaise with each other on the implementation.

7. SELECTION OF LIBRARY MATERIAL

7.1 The Parties hereby agree that the Municipality can make recommendations for the selection of Library Material, by *inter alia* participating in the Department's Materials Selection activities.

7.2 The Department undertakes to consider requests submitted in accordance with the Department's Book Selection Policy from all registered Public Libraries in the municipal area, dependant on available funding and provincial stock building needs and principles.

8. LIBRARY STAFF AND ASSETS

8.1 It is expressly recorded that the staff employed at the Public Library are employed by the Municipality, and that they are therefore under the managerial supervision and control of the Municipality.

- 8.2 It is further expressly recorded that all existing immovable and movable property including libraries built with co-funding from the Department, excluding Library Material and equipment on loan from the Western Cape Library Service as per existing and future agreements, is the property of the Municipality.

9. INDEMNITY

The Municipality specifically and expressly indemnifies the Department against any action which may be instituted or lodged by any third party against the Department for any loss suffered by any third party as a direct result of any wilful or negligent act or omission committed by the Municipality, its workers or contractors in the implementation of this Agreement. The Municipality will ensure that it complies with all relevant laws and internal requirements to authorise the issue of the indemnity before the Commencement Date.

10. LIAISON BETWEEN THE PARTIES

- 10.1 Each Party shall avail itself for meetings at the reasonable written request of any other Party to discuss any matters pertaining to the implementation of, compliance with or interpretation of this Agreement.
- 10.2 The following persons, their nominees or successors in title, shall act as the contact liaisons for all matters pertaining to this Agreement:

For the Department	:	The Director: WC Library Service
Phone number	:	021 483 2273
Fax number	:	021 419 7541
Email	:	Cecilia.Sani@westerncape.gov.za
For the Municipality	:	The Director: Community Services
Phone number	:	044 302 6442
Email	:	directorcommunity@knysna.gov.za

10.3 The Parties may establish a steering committee to oversee the Parties' collaboration as envisaged in this Agreement to monitor the implementation of the Agreement and report to their respective executive and administrative principals.

10.4 The steering committee may not amend the Agreement.

11. DATA PROTECTION

11.1 Each Party is the custodian of its own data. Each Party wishes to use, exchange and share such data with the other Party in the execution of this Agreement.

11.2 Each Party shall take all reasonable and appropriate precautions necessary (having regard to the requirements of applicable Laws and the Parties' obligations under this Agreement) to preserve the integrity of the data and to prevent any unauthorised access, use, corruption or loss of the data in its possession or under its control or that of its employees and/or representatives.

11.3 Each Party shall perform its obligations under this Agreement utilising security technologies and techniques in accordance with applicable Laws, good industry practice and the applicable Party's policies, including those relating to the prevention and detection of inappropriate use or access of Infrastructure or information.

11.4 The Parties acknowledges that in performing its obligations under this Agreement, it may be exposed to personal information of a 'Data Subject' as defined in POPIA.

11.5 The Parties record that all data provided to the other, or to which the other may be exposed, shall remain at all times the sole property of such Party, shall constitute Confidential Information and as such, both Parties shall comply with all Data Protection Legislation including this clause 11 (Data Protection).

12. DISPUTES

- 12.1 Any dispute, which arises between the Parties in connection with the interpretation of, or giving effect to this Agreement, shall be resolved by the Parties amicably through consultation and negotiation.
- 12.2 Should a dispute remain unresolved, the provisions of section 41 to section 45 of the Intergovernmental Relations Framework Act 13 of 2005, shall apply.

13. LIMITATION OF LIABILITY

- 13.1 Notwithstanding anything contained in this Agreement, the Parties' maximum liability shall be limited to the extent of their commitment in financial terms as described in this Agreement.
- 13.2 Neither Party shall be liable to the other for any indirect or consequential loss or damage, including without limitation, loss of profit, revenue, anticipated savings, business transactions or goodwill or other contracts whether arising from negligence or breach of contract.
- 13.3 This clause 13 will remain in full force and effect notwithstanding termination or expiration of this Agreement.

14. BREACH AND TERMINATION

- 14.1 Either Party (the "Aggrieved Party") may terminate this Agreement, and consequently the assignment contemplated in this Agreement, with immediate effect, in whole or in part, upon written notice to the other if the other Party (the "Defaulting Party"):
 - 14.1.1 breaches any term of this Agreement and fails to remedy such breach, or if the breach is not capable of remedy, fails to implement remedial action acceptable to the Aggrieved Party,

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within 14 (fourteen) Calendar Days of having been given written notice, requiring that such breach be remedied; or

14.1.2 has made any incorrect or untrue statement or representation in connection with this Agreement, or its financial affairs, or as a result of a significant change in its strategic and operational plans, or any particulars thereof.

14.2 Notwithstanding clause 14.1, either Party may terminate this Agreement, and consequently the assignment contemplated in this Agreement, with immediate effect:

14.2.1 upon 90 (ninety) Calendar Days' written notice to the other; or

14.2.2 upon written notice in accordance with clause 21 (Force Majeure).

14.3 During the 90 (ninety) Calendar Day notice period in subclause 14.2.1, the Parties will negotiate and conclude an agreement, before the Agreement terminates, setting out the terms and conditions for –

14.3.1 continuation of the Public Library Services by the Municipality after the termination of the assignment in this Agreement; or

14.3.2 the assumption of responsibility by the Department for the Public Library Services which have been terminated by the Municipality; or

14.3.3 the closure of the Public Library as per the provisions of the Act.

15. ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire agreement between the Parties.

15.2 The Parties agree that no representations, either verbal or written, made by either Party during the tenure of this Agreement shall be of any force or

effect unless agreed to by both Parties, reduced to writing, and annexed hereto as an addendum.

- 15.3 This Agreement replaces any other previous verbal or written agreements entered in between the Parties regarding this subject matter.

16. NO WAIVER

- 16.1 No waiver of any of the terms and conditions of this Agreement shall be binding unless expressed in writing and signed by the Party giving the same, and any such waiver shall be affected only in the specific instance and for the purpose given.
- 16.2 No failure or delay on the part of any Party in exercising any right, power or privilege precludes any other or further exercising thereof or the exercising of any other right, power or privilege.
- 16.3 No indulgence, leniency or extension of time which any Party (hereafter "*the Grantor*") may grant or show any other Party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of this Agreement.

17. NOTICES AND DOMICILIUM

- 17.1 The Parties choose as their *domicilia citandi et executandi* the following addresses—

THE DEPARTMENT

For the Department	:	The Head of Department
Address	:	7th Floor, Protea Assurance Building, Greenmarket Square, Cape Town
Fax number	:	021 419 7541
E-mail address	:	Cecilia.sani@westerncape.gov.za

THE MUNICIPALITY

For the Municipality	:	The Municipal Manager
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Address : c/o The Director: Community Services
Memorial Square, Main Road, Knysna,
6570
E-mail address : lmapholoba@knysna.gov.za

- 17.2 Either Party hereto shall be entitled from time to time by written notice to the other Party, to vary its *domicilium* to any other physical address.
- 17.2 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and if received or deemed to have been received by the addressee.
- 17.3 Any notice given by one Party to the other ("the addressee") which—
- 17.3.1 if delivered by hand to a responsible person during normal business hours, and in respect of which receipt has been acknowledged under signature of a duly authorised or responsible person, shall be deemed, unless the contrary is proved, to have been duly received by the addressee on the date of delivery;
- 17.3.2 if transmitted by facsimile or e-mail to a Party at its facsimile or e-mail address, as the case may be, shall be deemed, unless the contrary is proved, to have been received within 12 (twelve) hours of transmission where it is transmitted during normal business hours or within 12 (twelve) hours of the first Business Day after it is transmitted where it is transmitted outside those business hours; and
- 17.3.3 if posted by prepaid registered post to the addressee's *domicilium* it shall be deemed to have been received by the addressee on the eighth (8th) Calendar Day following the date of such posting.

- 17.4 In the event that a Party should move premises or change address, it shall forthwith notify the other Party in writing accordingly at its *domicilium* address and such change shall be implemented only upon receipt of notice in writing by the other Party of such change. A notice shall also be necessary in respect of a new or changed telefax number.

18. NO AGENCY RELATIONSHIP

- 18.1 It is recorded that the Parties do not intend this Agreement to create, or to have the consequences of, a legal relationship of principal and agent or partnership between them, and that the employees or agents of the Department are not the employees of the Municipality and vice versa.
- 18.2 No Party shall have the authority, or purport to have the authority, to bind another Party by any representations, statements or agreements in any manner whatsoever.

19. CO-OPERATION AND GOOD FAITH

- 19.1 The Parties undertake to, at all times, render to each other every possible assistance and to extend to each other the maximum co-operation for the purposes of attaining the objectives of this Agreement.
- 19.2 The Parties shall, at all times, consult with each other in the utmost good faith and the affairs between them shall be administered and promoted by the highest degree of integrity.

20. FORCE MAJEURE

- 20.1 In an event of Force Majeure, the Parties shall take all reasonable steps to mitigate the consequences of such event upon the performance of their respective obligations under this Agreement.
- 20.2 The affected Party shall promptly notify the other in writing. The affected Party shall take all reasonable measures in order to continue to perform in terms of this Agreement.

- 20.3 Should the event of Force Majeure continue for a period of 60 (sixty) consecutive Calendar Days, the other Party shall be entitled to terminate this Agreement with immediate effect upon written notice to the affected Party.

21. CONFIDENTIALITY

- 21.1. Except as otherwise provided in this clause 21, all Confidential Information shall be treated by the Parties as confidential (whether in writing, verbally or by any other means and whether directly or indirectly by one Party to the other). Neither Party shall reveal or otherwise disclose such Confidential Information to any third party without the prior written consent of the other Party and shall take all reasonable steps and precautions to ensure that such information remains strictly confidential and that any third party does not obtain access thereto or knowledge thereof. The foregoing restrictions shall not apply to the disclosure of necessary Confidential Information to employees, agents or contractors of the Parties. Any third party that may become privy to such Confidential Information shall first undertake in writing to protect the confidential nature thereof.
- 21.2 The confidential undertaking in this clause 21 shall not apply in respect of Confidential Information within the public domain or a Party's knowledge at the commencement of this Agreement or to disclosure required to satisfy the order of a Court of competent jurisdiction, or to comply with the provisions of any law or regulation in force from time to time (including, but not limited to, the provisions of the Promotion of Access to Information Act, 2000 (Act 2 of 2000), read with the regulations thereto, and the Protection of Personal Information Act, 2013 (Act 4 of 2013).

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FOR THE DEPARTMENT:

Signed at on this day of 2025 in the
presence of the undersigned witnesses.

.....	
WITNESS	Mr. Ricardo Mackenzie on behalf of the Department, being duly authorised thereto

.....	
WITNESS	Mr. Guy Redman on behalf of the Department, being duly authorised thereto

FOR THE MUNICIPALITY:

Signed at on this day of 2025 in the
presence of the undersigned witnesses.

.....	
WITNESS	Alderman on behalf of the Municipality being duly authorised thereto

.....	
WITNESS	Mr/Ms. on behalf of the Municipality being duly authorised thereto

6.4

SC04/08/25 MUNICIPAL WASTE PARTNERSHIP FACILITATED BY THE GREATER KNYSNA BUSINESS CHAMBER (GKBC)

REPORT FROM THE DIRECTOR: COMMUNITY SERVICES

PURPOSE OF THE REPORT

For the Municipal Council to consider the proposed Waste Partnership between the Greater Knysna Business Chamber and Knysna Municipality.

PREVIOUS RESOLUTIONS AND BACKGROUND

P08/09/23 WASTE TO ENERGY FEASIBILITY STUDY

UNANIMOUSLY RECOMMENDED

- [a] That the report on the **Waste to** Energy Feasibility Study presented by Mr Jan van der Westhuizen from CoCo Solutions, be noted;
- [b] That based on the findings of the feasibility study Council pursue Scenario 8 or 9 on page 140 – 142 of the **Waste to** Energy Feasibility study as follows:

Scenario Eight: A variance of Scenario Seven: Unsolicited bids

Brief interpretation and description: Instead of applying the original scenario where the municipality will own and pay for the technology, it is suggested that the technology is privately funded and the WtE plant is thus privately developed and owned.

Considerations: this will imply that:

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Full council approval will be required:

CoCo Solutions will bring private investors on board that will finance the complete KTRC (Knysna Total Recovery Centre) as proposed in this feasibility study and agreed upon with KLM (Knysna Local Municipality)

The scenario mentioned earlier still applies: since no other vendor bid for the feasibility study, and since the technology is distributed under distribution rights held by CoCo Solutions, the unique Plasma Arc Gasification technology cannot be supplied by another South African vendor – which confirms the choice of the Unsolicited bid scenario.

KLM will be the sole off-taker, under certain conditions such as that the KTRC will have the right to use all KLM municipal solid waste (MSW) and sludge, and green waste. A 30 year Power Purchase Agreement is entered into in which details can be negotiated, but with the aim in mind that the investors have enough time to recover investments made at an acceptable rate, implying also that the cost/kWh can be as low as possible. A new SPV (Special Purpose Vehicle) whereby KLM will have a seat but no voting rights, will be established. This will allow KLM to have direct access to the operations of KTRC and play(s) a supervisory role. (The preferred department representative to fulfil their role would be either from the Infrastructure Development or Environmental Departments of KLM.)

It is believed that this scenario will enable KLM to start with the WtE facility soon and reap the benefits from it within the next financial year already.

OR

Scenario Nine: Section 77 followed by Section 78 application – combination of Unsolicited Bid and/or tender.

Section 78 of the MSA provides that when a municipality undertakes a MSA section 77 review of its service delivery mechanisms, it must first assess the provision of that activity through an internal mechanism, after which it may decide to explore the delivery of that activity by an external mechanism. Section 77 and 78 regulations can be applied on:

Water supply,
Sewage collection and disposal,
Refuse removal,
Electricity and gas supply,
Municipal health services,
Municipal roads and storm water drainage,
Street lighting, and
Municipal parks and recreation.

Considerations: To achieve a successful Section 77 and 78 implementation is primarily a short-term action plan and KLM must weigh up the advantages and disadvantages. Full council approval will be required. Section 77 and 78 regulations can be applied on the sewage plant, MSW and Hazardous and toxic waste. This will result in

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immediate action being taken. CoCo Solutions will then kick the investment in action and 3 of the planned 6 x 20 modules can be procured and made operational in a relatively short period (6 – 10 months). This will alleviate, in a relatively short period of time (same financial year), the sludge, MSW and Hazardous waste problems in the municipality.

The balance of the WtE plant, namely 3 more 20 ton modules, and the accompanying KRTC building can then be obtained, through either an (1) Unsolicited Bid, (2) a second round of Section 77 and 78 applications, or (3) a normal tender process.

As in the case with an Unsolicited bid, a new SPV will have to be established whereby KLM has a seat but no voting rights. The preferred KLM department to be on such SPV will be either KLM Infrastructure Development and/or Environmental Departments. All the regulations will be applicable as in case of scenario 8, e.g. Power Purchase Agreement for 30 years, KLM the sole off-taker, etc.

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- [b] That Council supports the establishment of a plasma gasification Waste to Energy plant for Knysna;
- [c] That Council supports the establishment of a Special Purpose Vehicle (SPV) to secure the required impact investment for the establishment of a Waste to Energy facility for Knysna;
- [d] That Council supports an investigation of the Environmental and Landuse requirements for the relocation of the waste transfer station and the establishment of a Waste to Energy plant at the Waste Water Treatment works as recommended in the feasibility study;
- [e] That Council supports the utilization of the sludge generated at the Waste Water Treatment works plus municipal solid waste in a pilot project with the SPV mentioned in point 3;
- [f] That a comprehensive report be submitted to the next Council Meeting regarding the withdrawal from the Garden Route Landfill Site; and
- [g] That the Municipality embark on the Section 78 process and weigh up the advantages and disadvantages of a plasma gasification Waste to Energy plant for Knysna.

File Number : 9/1/2/13

Execution : Director : Planning & Economic Development

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P08/09/23 WASTE TO ENERGY FEASIBILITY STUDY

UNANIMOUSLY RESOLVED

- [a] That the report on the Waste to Energy Feasibility Study presented by Mr Jan van der Westhuizen from CoCo Solutions, be noted; and
- [b] That a comprehensive report with financial implications be submitted to the next Council Meeting regarding the withdrawal from the Garden Route Landfill Site.

File Number : 9/1/2/13

Execution : Director : Planning and Economic Development

Item submitted to council for unsolicited bid as above. Item withdrawn as below:

ORDINARY COUNCIL MEETING MINUTES 2 APRIL 2024							
18.2	<u>MOTION OF EXIGENCY INTRODUCED BY Cllr NEIL LOUW : TO REQUEST COUNCIL TO MOVE A MOTION OF EXIGENCY TO REVIEW AND RESCIND COUNCIL RESOLUTION P08/09/23 [WASTE TO ENERGY FEASIBILITY STUDY]</u>						
	<u>SECONDED BY: DEPUTY EXECUTIVE MAYOR, Cllr ALBERTO MARBI</u>						
	<u>RESOLVED BY MAJORITY</u>						
[a]	That Council review and rescind its decision on the unsolicited bid for waste to energy received from CoCo Solutions;						
[b]	That Council, through the guidance of the appointed panel of transactional advisors, invites Requests for Proposals from the market to address Waste Management with clear and defined Terms of Reference.						
	<table><tr><td>Councillor Votes in favor of the Motion of Exigency</td><td>11</td></tr><tr><td>Councillor Votes Against the Motion of Exigency</td><td>10</td></tr><tr><td>Abstain</td><td>n/a</td></tr></table>	Councillor Votes in favor of the Motion of Exigency	11	Councillor Votes Against the Motion of Exigency	10	Abstain	n/a
Councillor Votes in favor of the Motion of Exigency	11						
Councillor Votes Against the Motion of Exigency	10						
Abstain	n/a						
The Motion of Exigency introduced by Cllr Neil Louw was carried .							

BACKGROUND

Chronic pollution of the estuary and surrounds emanating from the waste transfer station have led to criminal charges being laid against the Municipality and a Directive being issued on TRANSNET as the owners of the land.

The primary reasons for non-compliance are:

- i) Pollution of the estuary;
- ii) Occupation of the site by homeless people.

The primary causes of non-compliance are:

- iii) Inappropriate location of the transfer station;
- iv) Insufficient budget for proper waste management.

The possible solutions to the non-compliance are:

- v) Relocation of the transfer station;
- vi) Reduction in the costs of handling, compacting and transporting waste.

Additional challenges relevant to this item:

- vii) Delays in the commissioning of the Regional Landfill site;
- viii) Fire risk and illegal dumping at the green waste site at Old Place.

DISCUSSION

In order to address these challenges, the Greater Knysna Business Chamber (GKBC) submitted a Waste Partnership proposal for consideration by members. The following points are a summary of the proposal:

1. KM to endorse and facilitate the relocation of the transfer station to Keytersnek;
2. GKBC to assist with the relocation of the transfer station to Keytersnek;
3. GKBC to establish a modular Waste to Energy plant at Keytersnek;
4. KM to provide municipal solid waste for minimum 30 years;
5. KM to close green waste site and redirect green waste to Keytersnek;
6. GKBC to engage with the Garden Route District Municipality to support the above.

The commitments required of both parties can be summarized as follows:

Knysna Municipality

- Commit municipal solid waste for 30 years;
- Extend services edge in MSDP to include Keytersnek;
- Support road access to Keytersnek;
- Apply to DEADP Waste Directorate for relocation of transfer station (norms and standards);
- Support CoCo Waste to Energy in its application to DFFE for modular waste license;
- Agree to purchase energy generated at Eskom Megaflex rates or standard diesel fuel prices;
- Facilitate grid connection at the Western Heads substation at Crabs Creek.

Greater Knysna Business Chamber

- Make land available (Keytersnek);
- Source funding for modular Waste to energy plant;
- Source funding to build total waste recovery center (Waste to Energy plant Phase 2);
- Apply for Environmental Authorisation for the handling, storage and processing of waste;
- Establish best method for connecting to sub-grid at Crabs Creek;
- Manage the new transfer station and the waste to energy plant;
- Accept any disposal fees for green waste.

FINANCIAL IMPLICATIONS:

1. **Relocation of transfer station:** no financial implications, GKBC to finance the relocation and establishment of the transfer station upon agreement with KM.
2. **Cost of transporting waste:** significant savings on the transport of waste to Mossel

Bay (currently between R20 and R30million/annum).

3. **Disposal costs:** potential savings on disposal at the Regional Landfill site in alignment with agreement with the Garden Route District Municipality.

RELEVANT LEGISLATION:

National Environmental Management: Waste Act No. 59 of 2008

National Environmental Management Act: No. 107 of 1998

Municipal Finance Management Act: No. 56 of 2003

COMMENTS FROM THE MUNICIPAL MANAGER:

Supported

RECOMMENDATIONS OF THE MUNICIPAL MANAGER

- [a] That the Report on the Municipal Waste Partnership facilitated by the Greater Knysna Business Chamber (GKBC), be noted;
- [b] That Council supports the proposal presented by the Greater Knysna Business Chamber for the relocation of the transfer station;
- [c] That Council commit to provide the municipal solid waste to the Greater Knysna Business Chamber for a period of 20 years with an option to extend for another 10 years based on the success of the Waste to Energy project;
- [d] That Council confirm the commitments required from the Knysna Municipality for this initiative;
- [e] That a private public partnership agreement (MOU/MOA) between Knysna Municipality and the Greater Knysna Business Chamber be presented to Council clearly indicating roles, responsibilities and timelines; and
- [f] That the inputs be solicited from Provincial and National Treasury regarding the proposed partnership.

APPENDIX / ADDENDUM

Annexure: Proposal by Greater Knysna Business Chamber

File Number: 9/1/2/5

Execution: Director: Community Services
Acting Manager: Waste Management

Community Services

Municipal Waste Partnership Facilitated by the Greater Knysna Business Chamber (GKBC)

This report outlines the collaborative support that the Greater Knysna Business Chamber (GKBC) offers to the Knysna Municipality in addressing key waste management challenges, with a focus on:

1. The relocation of the existing Waste Transfer Station (WTS) from the town centre.
2. The closure and relocation of the Green Waste site above Heidevallei.
3. The establishment of a modular pilot Waste-to-Energy (W2E) facility on newly allocated land.
4. Engagement with the Garden Route District Municipality (GRDM) to support these initiatives.

Item 1: Urgent Action – Relocation of Waste Transfer Station

GKBC has, in principle, reached an agreement with Knysna Municipality to support the relocation of the WTS from its current site adjacent to the Knysna Estuary to a farm located at Keytersnek, which is connected to the N2 and the railway line, on the town's outskirts.

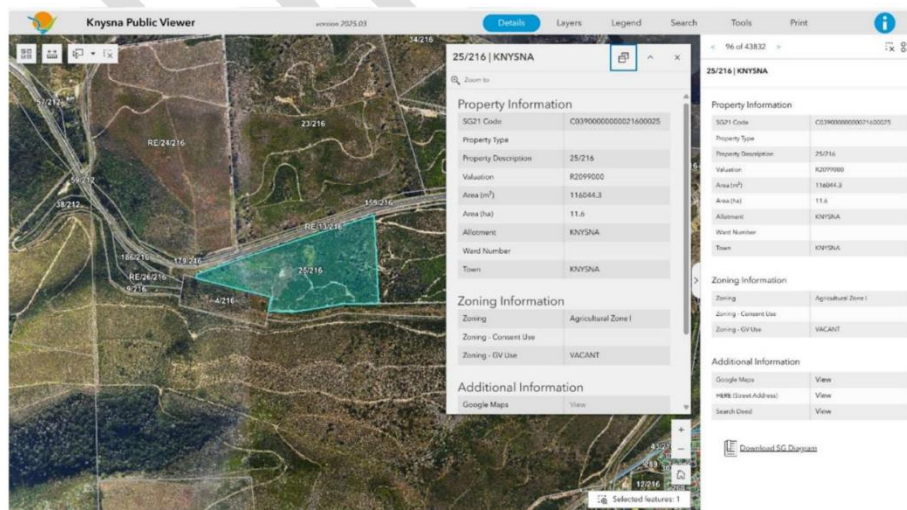


Fig 1: New Relocated premises

This move is vital due to the environmental and humanitarian crisis unfolding at the current site, located within an ecologically sensitive and economically strategic area that forms part of the envisioned "Knysna Riviera" tourism corridor.

Despite interventions from SANParks, Transnet Properties (site owner), and the Municipality (site occupier), no viable solution has yet been implemented. Minister Bredell's invocation of Section 139 of the National Environmental Management Act (NEMA) underscores the urgency for relocation.

GKBC and local business stakeholders have attempted mitigation measures, such as fencing the area, but the site continues to suffer encroachment, especially by homeless individuals—many of whom are suffering from serious illnesses including tuberculosis.

Item 2: Urgent Action – Closure of Green Waste Landfill Near Heidevallei

The current green waste landfill poses a significant obstruction to the development of the Heidevallei Human Settlements Project. Although this site was officially earmarked for closure in 2016, operations have informally continued.



GKBC proposes relocating the site to Keytersnek Farm, which offers suitable conditions for safe and environmentally sound waste management. It is connected to the N2 and the railway network. This will also remove the critical barrier to progressing housing delivery in the Heidevallei area.

Item 3: Pilot module of Waste-to-Energy Facility at Keytersnek Farm

Knysna Municipality currently spends nearly R30 million per annum transporting waste to the Mossel Bay Regional Landfill. A modular W2E pilot facility at Keytersnek will reduce these transport costs and create immediate, localised waste processing capacity.

The New Transfer Station will be included onto s Total Recovery Center where recycling will take place through means of gasification of waste into an energy source.



Fig 2: Total Recovery Center

The modular approach allows scalability and will include not only a Transfer Station but also modular pilot Waste to Energy plant

. The proposal includes:

- Two modules for municipal solid waste
- One module for green waste

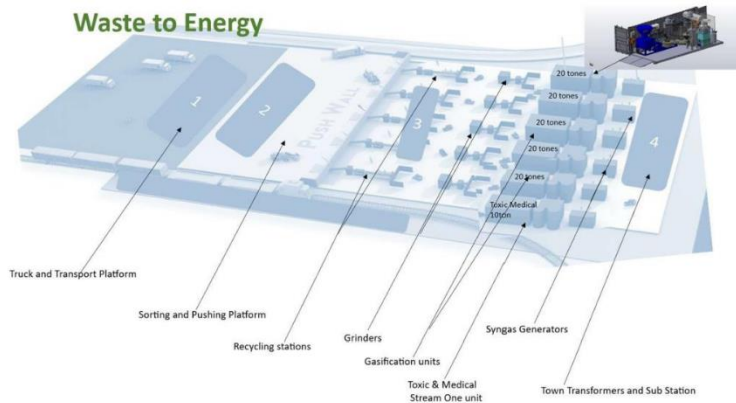


Fig 3: Inside of Total Recovery Centre with Modular units

- Each module occupying approximately 300m²

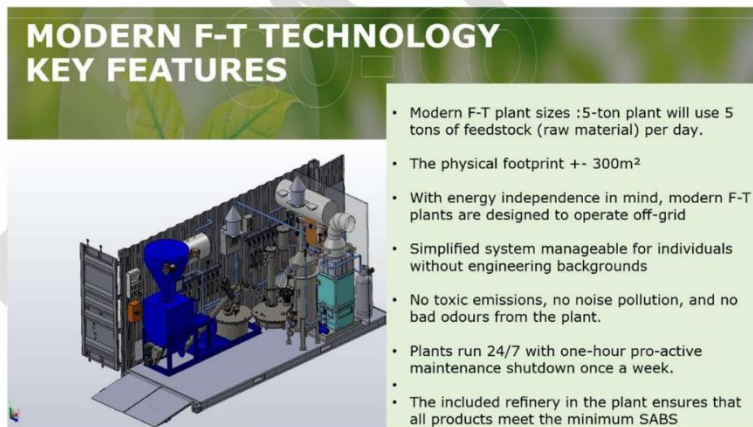


Fig 4: Modular units within Total Recovery Centre

GKBC member CoCo Waste to Energy will manage the initial module and develop additional units as required. A larger Total Recovery Complex (TRC) is planned at Windheuwel, which will integrate other waste streams, including biosolids from new wastewater treatment works.

GKBC has initiated talks with GRDM, who support the W2E pilot and are exploring co-funding models. We now formally request the support of the Knysna MSDF to include the Keytersnek site within Knysna's services edge to enable a streamlined Section 30 Environmental Authorisation.

Connection pin to Knysna Sub grid

The nearest point to couple energy input a mere 1,4 km away and will cross over own private land . It is located at Crabs Creek serving the Western Heads

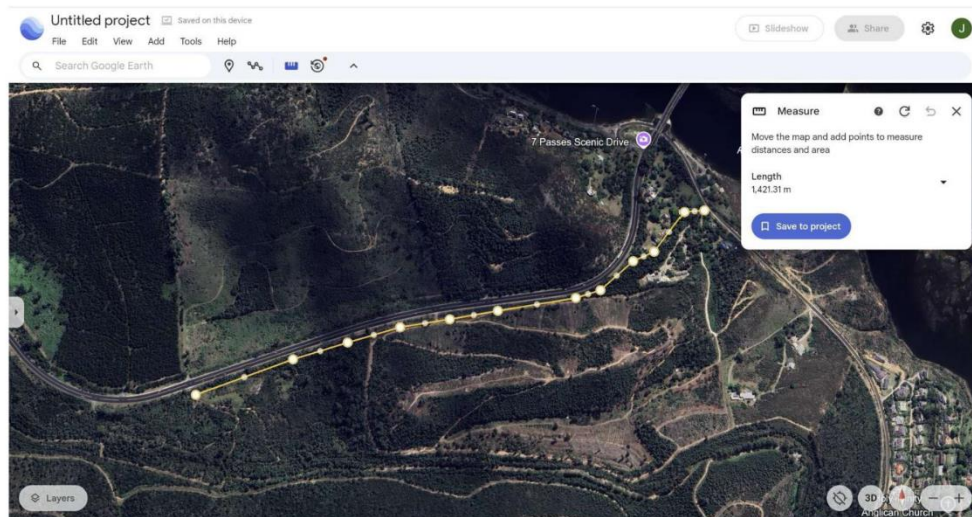


Fig 5 Grid connection

Road Access to new facility

Road access to new facility will happen from two areas subject to approval from Traffic Engineers

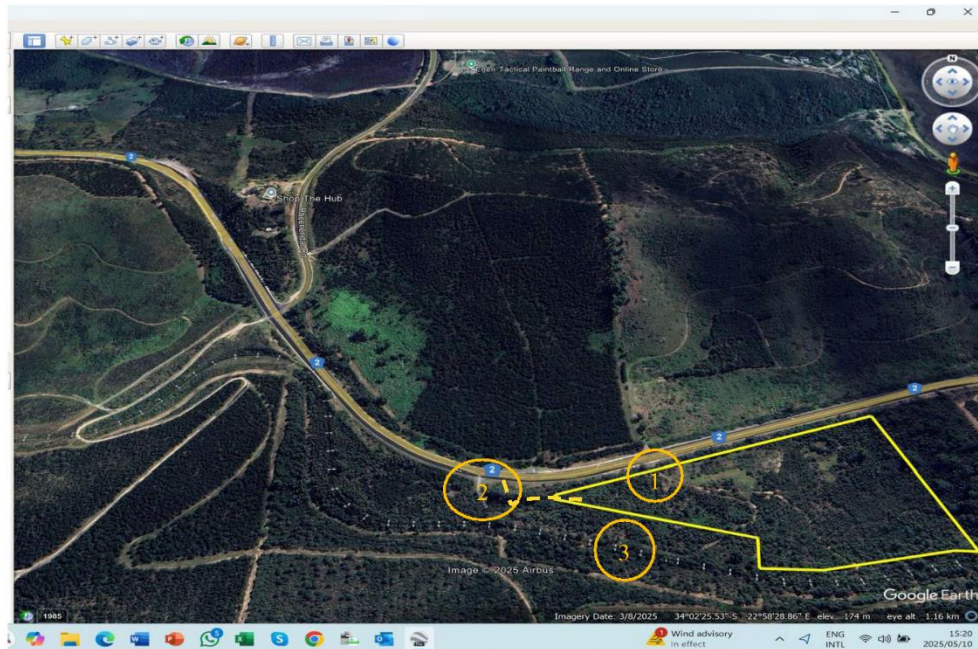


Fig 6 Road network

Pointers 1 and 2 on the above image can be used as entry access points.

Point 3 depicts the Keytersnek station with existing siding and entrance.

Support Required from Knysna Waste Department

- Endorse and facilitate the relocation of the current WTS from the CBD to Keytersnek.
- Share development plans and resources for the new waste facility within the TRC.
- Commit municipal waste to the facility under a minimum 30-year service agreement.
- Assist in site identification for other potential TRC expansions, e.g., Windheuwel.

Support Required from Knysna Planning Department (MSDF)

- Extend the services edge and urban boundary along the N2 corridor towards Sedgefield and the Rheenendal off-ramp.
 - Include Keytersnek and associated properties in the revised MSDF.
 - Support road access and entrance development from the N2 to the new WTS site.
-

Support Required from Knysna Environmental Department

- Apply for and support Environmental Impact Assessments (EIAs) for:
 - WTS relocation
 - Use of the Keytersnek site for waste operations including of all varieties of waste recycling and storage
 - Use of the Keytersnek site for supporting enterprises
 - Support CoCo Waste to Energy in its applications to DFFE for modular waste processing licenses.
 - Engage DFFE to prioritise and expedite approvals due to the escalating crisis at the Estuary.
-

Support Required from Knysna Electricity Department

- Agree to purchase energy from CoCo's W2E plant at Eskom Megaflex rates or standard diesel fuel pricing.
 - Facilitate grid connection at the Western Heads substation near Crabs Creek.
-

Support from GKBC

- Make land available
 - Source funding to build TRC
 - Source funding to build Waste to Energy Pilot modules
 - Apply for EIA on waste storage – waste management and waste handling
 - Advice on connect to sub grid at Crabs Creek sub station
 - Secure and manage new allocated WTS at Knysna Total recovery centre
 - Manage TRC and payment of any green waste dumping
-

Guiding Principles of Collaboration

The following governance and reporting standards will underpin the relationship between GKBC and the Knysna Municipality Waste & Transport Departments:

Monthly Operational Meetings

Topics include:

- WTS functionality and equipment status
- Licensing and compliance of vehicles
- Service delivery status and contractor performance

Daily Electronic Reporting

Include:

- Operational container data (available/full/empty)
- Compactor throughput (by ward)
- Waste transport logs (vehicle, volume, distance)
- Vehicle fuel usage and maintenance

Weekly Vehicle Condition Reports

- Tyres wear (in mm), service intervals, quotes, RFQs
 - Maintenance records, orders, and satisfaction status
-

RECOMMENDATION

- a) That the committee takes note of the contents of the draft agreement including the key aspects such as:
 - The relocation of the existing Waste Transfer Station (WTS)- land avb
 - The closure and relocation of the Green Waste site above Heidevallei.
 - The establishment of a modular pilot Waste-to-Energy (W2E) facility on newly allocated land.
- b) That the committee considers the draft agreement for council to consider for further deliberations.

6.5

SC05/08/25 VIREMENT OF FUNDS LIFE GAUARDING SERVICES

REPORT FROM THE DIRECTOR COMMUNITY SERVICES

PURPOSE OF THE REPORT

The purpose of this report is to obtain council's approval for the virement of funds to cover expenditure to be incurred for the provision of lifeguarding services during the 2025/26 December/January holiday period and 2026 Easter Holiday period.

BACKGROUND

The appointment of an external service provider for the provision of Lifeguarding services, is subjected to budget availability, however during the 2025/26 MTREF no funding was allocated for the provision of lifeguarding services for the 2025/26 financial year.

DISCUSSION

The following services form part of the lifeguarding services required in order to ensure visitor safety at public beaches and swimming pools during peak season,

Item Number	BEACH/SITE	No. of life guards
1	Buffalo Bay Beach from 01 December 2025 to 31 January 2026 and from 27 March 2026 to 07 April 2026 during Easter 2020 school holidays including Easter Weekend, from 09h00 to 18h00 daily.	04
	Brenton Beach from 01 December 2025 to 31 January 2026 and from 27 March 2026 to 07 April 2026 during Easter 2026 school holidays including Easter Weekend, from 09h00 to 18h00 daily.	04
2	Swartvlei from 01 December 2025 to 31 January 2026 and from 27 March 2026 to 07 April 2026 during Easter 2026 school holidays including Easter Weekend, from 09h00 to 18h00 daily. .	04
	Sedgefield Lagoon from 01 December 2025 to 31 January 2026 and from 27 March 2026 to 07 April 2026 during Easter 2020 school holidays including Easter Weekend, from 09h00 to 18h00 daily. .	03
	Myoli Beach from. 01 December 2025 to 31 January 2026 and from 27 March 2026 to 07 April 2026 during Easter 2026 school holidays	03

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	including Easter Weekend, from 09h00 to 18h00 daily.		
	Buffalo Bay Wild from 01 December 2025 to 31 January 2026 and from 27 March 2026 to 07 April 2026 during Easter 2026 school holidays including Easter Weekend, from 09h00 to 18h00 daily. .	03	
	Leisure Island(Green hole) from 01 December 2025 to 31 January 2026 and from 27 March 2026 to 07 April 2026 during Easter 2026 school holidays including Easter Weekend, from 09h00 to 18h00 daily.	06	
	Noetzie from 01 December 2025 to 31 January 2026 and from 27 March 2026 to 07 April 2026 during Easter 2026 school holidays including Easter Weekend, from 09h00 to 18h00 daily.	04	
	Karatarra Swimming Pool from 01 December 2025 to 31 January 2026 and from 27 March 2026 to 07 April 2026 during Easter 2026 school holidays including Easter Weekend, from 09h00 to 18h00 daily. .	04	

FINANCIAL IMPLICATIONS

No funding has been allocated for the provision of lifeguarding services for the 2025/26 financial year. The public safety section has identified savings on the security services vote in order to virement funds from to cover lifeguarding expenditure for the 2025/26 financial year.

The virement of funds is set out as follows,
From Vote 335750187458
Mscoa 9/657-216827-238040
Amount Out-R 1 257 140.00

To Vote 335750147220
Mscoa 9/657-216827-9/657-216827-238001
Amount required R 1 257 140.00

RECOMMENDATION OF THE MUNICIPAL MANAGER

That Council approve the virement of R 1 257 140.00 from security services to cover lifeguarding expenditure for the 2025/2026 financial year.

File Number: 9/2/1/5
Execution: Director: Community Services

6.6

SC06/08/25 2025/2026 IDP/BUDGET/PMS AND BUDGET TIME-SCHEDULE OF KEY DEADLINES IN PREPARATION FOR THE 2026/2027 INTEGRATED DEVELOPMENT PLAN (IDP)/BUDGET AND ORGANISATIONAL PERFORMANCE MANAGEMENT SYSTEM (OPMS)
--

REPORT FROM THE MUNICIPAL MANAGER

PURPOSE OF THE REPORT

The purpose of this report is to table the time–schedule that stipulates the preparation of the IDP/Budget/OPMS review/amendment, its core components, annexure(s) / support documents as well as the 2026/2027–2028/2029 budget of Knysna Municipality for the consideration by Council.

BACKGROUND AND DISCUSSION

This annual review/amendment of the Integrated Development Plan (IDP) is done in accordance with Section 34 of the Municipal Systems Act, 2000 (Act 32 of 2000) that directs each municipality to annually review its 5–year strategic plan (IDP) as per the developmental priorities of the municipality. During this IDP review/amendment, consideration will be given to the Section 154 intervention process, any change in circumstances that directs the re–prioritisation of needs and allocating available financial and human capital to address communities’ needs. This also provides Council an opportunity to report to all relevant communities and stakeholders on the progress made with the implementation of its 5–year strategic plan.

FINANCIAL IMPLICATIONS

N/A

RELEVANT LEGISLATION

The following legislative requirements is applicable to the IDP Review/Amendment & budget time schedule:

Section 34 of the Municipal Systems Act (Act 32 of 2000):

“A municipal council –

- (a) must review its integrated development plan –*
 - (i) annually in accordance with an assessment of its performance measures in terms of section 41; and*
 - (ii) to the extent that changing circumstances so demand; and*
- (b) may amend its integrated development plan in accordance with a prescribed process.”*

Section 28 of the Municipal Systems Act (Act 32 of 2000):

- (1) “a municipal council must adopt a process set out in writing to guide the planning, drafting, adoption and review of its integrated development plan”.*

Section 21 (1) of the Municipal Financial Management Act (Act 56 of 2003):

The Mayor of a municipality must –

- (a) Co-ordinate the processes for preparing the annual budget and for reviewing the municipality's integrated development plan and budget-related policies to ensure that the tabled budget and any revisions of the integrated development plan and budget-related policies are mutually consistent and credible;*
- (b) At least 10 months before the start of the budget year, table in the municipal council a time schedule outlining key deadlines for –*
 - (i) The preparation, tabling and approval of the annual budget;*
 - (ii) The annual review of –*
 - the integrated development plan in terms of section 34 of the Municipal Systems Act; and*
 - the budget-related policies;*
 - (iii) The tabling and adoption of any amendments to the integrated development plan and the budget-related policies; and*
 - (iv) Any consultative processes forming part of the processes referred to in sub-paragraphs (i), (ii) and (iii)*

The time-schedule which incorporates all the deliverables and timeframes of the IDP review and related processes such as the review of the budget and Organisational Performance Management System (OPMS) as well as the 2026/2027 annual and outer-years budget is attached as an annexure, hereto. This time-schedule guides the preparation, tabling and approval of the budget and annual review of the IDP of Knysna Municipality.

RECOMMENDATION OF THE MUNICIPAL MANAGER

That Council approves the time-schedule, with the condition that the IDP/Budget/OPMS process be advertised for public comments and input prior to the formal implementation of the time-schedule.

APPENDIX / ADDENDUM

A. 2025/2026 IDP/Budget/OPMS Time-schedule for 2025/2026 preparation period

File Number: 15/2/6/1/3

Execution: Municipal Manager

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1

KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
JUNE 2025							
1	Place the IDP, Multi-Year Budget and all budget-related policies on the Knysna website	MFMA - Section 22 and 75 MSA - Sec 21A and 21B	10 June 2025	10 June 2025	10 June 2025	CFO/ Senior Manager: IDP/PMS/IGR	
2	Monthly monitoring of SDBIP by Office of the Municipal Manager in collaboration with Top Management Team	MPR, 2006			13 June 2025	MM/Directors/ Senior Manager: IDP/PMS/IGR	
3	Section 71 monthly report	MFMA Section 71 (1), (2), (3) and (4)		13 June 2025 (10 Working days after month end)		CFO / Manager: Budget and Expenditure	
4	Make public the projections, targets and indicators as set out in the SDBIP (no later than 14 days after the approval of the SDBIP) and submit to National and Provincial Treasuries (no later than 10 days after the approval of the SDBIP)	MFMA - Sec 53(3)(a) MBRR - Regulation 20(2)(b) MFMA - Sec 53(3)(a) MBRR - Regulation 20(2)(b)	MFMA - Sec 53(3)(a) MBRR - Regulation 20(2)(b)		30 June 2025	Senior Manager: IDP/PMS/IGR	



KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

2

KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
JULY 2025							
5	Commence with the preparation of Capital Roll-Over Budget for the 2025/2026 Financial year	MFMA Section 28(2)(e) MBRR – Reg. 23(5)		1 July 2025		CFO / Manager: Budget and Expenditure	
6	Monthly monitoring of SDBIP by Office of the Municipal Manager in collaboration with Top Management Team	MPR, 2006			13 July 2025	MM/Directors/Senior Manager: IDP/PMS/IGR	
7	Section 71 monthly report	MFMA - Section 71 (1), (2), (3) and (4)		14 July 2025 (10 Working days after month end)		CFO / Manager: Budget and Expenditure	
8	<u>Performance Agreements:</u> <i>(i) Submit to the Executive Mayor</i> <i>(ii) Signed by Municipal Manager and Directors</i> <i>(iii) Submit copies to MEC of Local Government</i> <i>(iv) Published on Knysna website</i>	MSA - Section 57(2)(1)(b)			31 July 2025	Senior Manager: IDP/PMS/IGR	
9	Compilation of IDP/Budget/PMS Time schedule for the next budget cycle	MSA - Section 28; MFMA Section 21(1)(b) & 53 MFMA Section 21(1)(b)	30 July 2025	30 July 2025	30 July 2025	Senior Manager: IDP/PMS/IGR / Manager: Budget and Expenditure	

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KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

3

KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
10	Submit Q4 quarterly report on implementation of the budget and financial state of affairs to Council	MFMA - Section 52 (d)			31 July 2025	Senior Manager: IDP/PMS/IGR	
11	Submit report to Council in terms of SCM Regulations Section 63	SCM Regulations - Section 63		31 July 2025		CFO / Manager: Budget and Expenditure	
SPECIAL COUNCIL MEETING – 4 JULY 2025							
SPECIAL COUNCIL MEETING – 18 JULY 2025							
ORDINARY COUNCIL MEETING – 31 JULY 2025							
AUGUST 2025							
12	Section 71 monthly report	MFMA - Section 71 (1), (2), (3) and (4)		14 August 2025 (10 Working days after month end)		CFO / Manager: Budget and Expenditure	
13	Mayoral Committee takes note and recommends the approval of the IDP/Budget/PMS Time Schedule to council	MFMA - Sec 21(1)(b)	15 August 2025	15 August 2025	15 August 2025	Senior Manager: IDP/PMS/IGR/ CFO / Manager: Budget and Expenditure	
14	Monthly monitoring of SDBIP by Office of the Municipal Manager in collaboration with Top Management Team	MPR, 2006			13 August 2025	Senior Manager: IDP/PMS/IGR	



KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

4

KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
15	District IDP Managers Forum Meeting	MSA – Chapter 4	21 August 2025			Senior Manager: IDP/PMS/IGR	
16	Garden Route SDF Public Engagement	SPLUMA, 2013	26 August 2025			Senior Manager: IDP/PMS/IGR	
17	Provincial IDP Managers Forum Meeting (Virtual)	IGR Act, 2005	30 August 2025			Senior Manager: IDP/PMS/IGR	
18	District Mayoral Forum Meeting/District Municipal Managers Forum Meeting	IGR Act, 2005	30 August 2025			Senior Manager: IDP/PMS/IGR	
19	Submit Annual Financial Statements and Unaudited Annual Report (including Annual Performance Report) to the Auditor-General for auditing	MFMA - Section 126(1)(a) & (b)		30 August 2025	30 August 2025	Internal Audit/CFO/ MANAGER IDP/PMS/IGR	
20	Council approve Capital Roll-Over Budget	MFMA – Section 28(2)(e) MBRR – Reg 23(5)		30 August 2025		CFO / Manager: Budget and Expenditure	
21	Council Adopt the Amended 2025/2026 IDP	MSA - Section 34 (a)	30 August 2025				
22	Executive Mayor and Mayoral Committee recommends the approval of the IDP/Budget/PMS Time Schedule (at least 10 months before the start of the budget year) to council	MFMA - Section 21(1)(b)	30 August 2025	30 August 2025	30 August 2025	CFO / Manager: Budget and Expenditure/ Senior Manager: IDP/PMS/IGR	

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KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

5

KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
SPECIAL COUNCIL MEETING – 4 AUGUST 2025							
ORDINARY COUNCIL MEETING – 7 AUGUST 2025							
AUDIT COMMITTEE MEETING – 21 AUGUST 2025							
SEPTEMBER 2025							
23	Notify the public about the approved time schedule of the Process Plan	MSA - Section 21, 21A, 28(3)	11 September 2025	11September 2025	11 September 2025	Senior Manager: IDP/PMS/IGR	
24	Submit Time Schedule with key deadlines to the Garden Route District Municipality, DLG and WC Provincial Treasury	MSA - Section 29(3) (a) and (b)	September 2025	September 2025	September 2025	Senior Manager: IDP/PMS/IGR	
25	Section 71 monthly report	MFMA - Section 71 (1), (2), (3) and (4)		12 September 2025 (10 Working days after month end)		CFO / Manager: Budget and Expenditure	
26	Monthly monitoring of SDBIP by Office of the Municipal Manager in collaboration with Top Management Team	MPR, 2006			13 September 2025	Senior Manager: IDP/PMS/IGR	
27	IDP Public Meetings - Public meetings attended by ward committee members, other role-players / stakeholders and members of the public and sectoral groupings as per approved schedule	MSA - Section 29(1)(b)	22 September 2025 – 16 October 2025			Senior Manager: IDP/PMS/IGR Manager: PP Manager: IDP/PMS/IGR, Manager: PP	
28	Informal performance evaluations of Directors				30 September 2025		



KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

6

KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
AUDIT COMMITTEE MEETING – 12 SEPTEMBER 2025							
OCTOBER 2025							
29	IDP Public Meetings - Public meetings attended by ward committee members, other role-players / stakeholders and members of the public and sectoral groupings as per approved schedule	MSA - Section 29(1)(b)	1 – 16 October 2025			Senior Manager: IDP/PMS/IGR Manager: PP	
30	District IDP Managers Forum Meeting (Preparation for JDMA Interface Meeting)	IGR Act, 2005	15 October 2025			Senior Manager: IDP/PMS/IGR	
31	Section 71 monthly report	MFMA - Section 71 (1), (2), (3) and (4)		14 October 2025 (10 Working days after month end)		CFO	
32	Monthly monitoring of SDBIP by Office of the Municipal Manager in collaboration with Top Management Team	MPR, 2006			13 October 2025	Senior Manager: IDP/PMS/IGR	
33	Budget Office distributes current approved three-year capital budget and 2 years future planning to respective directorates to review existing projects on the two outer years and prioritize projects for the third outer	MSA - Section 26(h)	30 October 2025	30 October 2025		CFO / Manager: Budget and Expenditure	

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KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

7

KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
	year for inclusion in the draft IDP						
34	Section 154 Steering Committee Meeting	Constitution of RSA - Section 154	30 October 2025			MM; Directors; Senior Manager: IDP/PMS/IGR; National and Provincial Stakeholders	
35	Submit Q1 quarterly report (July 2025 till September 2025) on implementation of the budget and financial state of affairs to Council	MFMA - Section 52 (d)		30 October 2025		Senior Manager: IDP/PMS/IGR	
36	Sec 57 Managers quarterly informal assessments (for first quarter)	Municipal Planning and Performance Regulations Section 13			30 October 2025	Senior Manager: IDP/PMS/IGR	
37	Community inputs circulated to senior management for administrative / technical inputs	MSA - Section 29(1)(b)	30 October 2025			Senior Manager: IDP/PMS/IGR	
38	Determine Budget Assumptions for 2025/26 Medium Term Revenue and Expenditure Framework (MTREF)	MFMA - Section 1		30 October 2025		CFO; Manager: Budget and Expenditure	



KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

8

KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
AUDIT COMMITTEE MEETING – 23 OCTOBER 2025							
ORDINARY COUNCIL MEETING – 31 OCTOBER 2025							
NOVEMBER 2025							
38	Section 71 monthly report	MFMA - Section 71 (1), (2), (3) and (4)		14 November 2025 (10 Working days after month end)		CFO; Manager: Budget and Expenditure	
40	Departments to prepare draft mSCOA compliant operating budgets – particular focus on Fund, Project and Item. Projects to be derived from IDP and a clear link to be established.	MFMA - Circular 80		November 2025		MM; Directors; Manager; CFO; Manager: Budget and Expenditure; Senior Manager: IDP/PMS/IGR	
41	Departmental submissions of Draft Capital Budget for 2025/2026: - Compilation of project plans (including outputs and outcomes to be achieved) - Motivations for new projects - Analysis of impact on the operating budget	MFMA - Circular 80		November 2025		MM; Directors; CFO; Manager: Budget and Expenditure; Senior Manager: IDP/PMS/IGR	

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KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

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KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
42	Send out project plan template for each capital project to all Directors and MM	MFMA - Circular 80		8 November 2025		CFO; Manager: Budget and Expenditure	
43	Monthly monitoring of SDBIP by Office of the Municipal Manager in collaboration with Top Management Team	MPR, 2006		13 November 2025		MM; Directors; Senior Manager: IDP/PMS/IGR	
44	Commence with the preparation of the capital programme	MSA Section 26(h)		18 November 2025		CFO; Manager: Budget and Expenditure	
45	IDP and Budget Steering Committee meeting to discuss and review capital budget requests			30 November 2025		CFO / Manager: Budget and Expenditure	
46	Review current budget related policies and compile newly needed budget related policies	MBRR 7 MFMA Section 62		30 November 2025		CFO / Manager: Budget and Expenditure	
47	Strategic Integrated Municipal Engagements (SIME1)	MSA Chapter 5 MFMA	13 – 25 November 2025				
48	District Mayoral Forum Meeting/District Municipal Managers Forum Meeting	IGR Act, 2005	30 November 2025			Senior Manager: IDP/PMS/IGR	
49	District IDP Managers Forum Meeting	MSA - Chapter 4	30 November 2025			Senior Manager: IDP/PMS/IGR	
50	District IDP Representative Forum	MSA - Chapter 4	30 November 2025			Senior Manager: IDP/PMS/IGR	



KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

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KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
DECEMBER 2025							
51	Section 71 monthly report	MFMA Section 71 (1), (2), (3) and (4)		12 December 2025 (10 Working days after month end)		CFO/ Manager: Budget and Expenditure	
52	Discuss adjustment budget (2025/2026) and draft electricity budget and finalise tariff structure	MFMA Section 29				CFO/ Manager: Budget and Expenditure	
53	Update budget guidelines based on NT Budget Circular			December 2025		CFO/ Manager: Budget and Expenditure	
54	Submit Q2 quarterly report (1 October 2025 till 31 December 2025) on implementation of the budget and financial state of affairs to Council			15 December 2025		CFO/ Manager: Budget and Expenditure	
55	Section 154 Steering Committee Meeting	Constitution of RSA - Section 154	15 December 2025		December 2025	MM; Directors; Senior Manager: IDP/PMS/IGR; National and Provincial Stakeholders	
56	Finalise Knysna 2024/2025 Annual Report	MFMA - Section 121 (1)(2)(3)	15 December 2025	15 December 2025	15 December 2025	MM; Directors; All Managers; Senior Manager: IDP/PMS/IGR	

SPECIAL COUNCIL MEETING
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KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

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KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
57	Provincial IDP Managers Forum (Virtual)	MSA – Chapter 4	15 December 2025			Senior Manager: IDP/PMS/IGR	
ORDINARY COUNCIL MEETING – 11 DECEMBER 2025							
JANUARY 2026							
58	Section 71 monthly report	MFMA Section 71 (1), (2), (3) and (4)		13 January 2026 (10 Working days after month end)		CFO/ Manager: Budget and Expenditure	
59	Monthly monitoring of SDBIP by Office of the Municipal Manager in collaboration with Top Management Team	MPR, 2006			13 January 2026	Senior Manager: IDP/PMS/IGR	
60	Adjustments Budget and 2025/2025 MTREF workshop with MAYCO and Senior Management	MFMA – Sec 21		15 January 2026		CFO / Manager: Budget and Expenditure	
61	Mayor tables Draft Annual Report for financial year –	MFMA section 127(2)			31 January 2026	Executive Mayor, MM, Manager: IDP/PMS/IGR	
62	Prepare detailed MTREF draft budgets and plans for the next three years	MFMA, section 16		31 January 2026		CFO/ Manager: Budget and Expenditure	
63	Municipal Manager submits Mid-year Budget and Performance Report to	MFMA, section 54; 72; 88		31 January 2026		MM, CFO / Manager: Budget and	



KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

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KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
	Mayor and Council (in terms of section 72 MFMA)					Expenditure, Manager: IDP/PMS/IGR	
64	Conduct performance evaluations of Municipal Manager and Directors for the previous financial year	Municipal Planning and Performance Regulations Section 13			To be finalised by 31 January 2026	Senior Manager: IDP/PMS/IGR	
65	Submit Q2 quarterly report (October 2025 till December 2025) on implementation of the budget and financial state of affairs to Council	MFMA, Section 52 (d)			31 January 2026	Senior Manager: IDP/PMS/IGR	
66	Submit Mid-year budget and performance assessment report 2025/26 (for the period July 2025 till December 2025) to the mayor and table to Council	MFMA - Section 54; 72; 88			31 December 2026	Senior Manager: IDP/PMS/IGR	
ORDINARY COUNCIL MEETING – 31 JANUARY 2026							
FEBRUARY 2026							
67	Tabled 2024/2025 Annual Report submitted to Auditor General, Audit Committee, Provincial Treasury	MFMA - Section 127(5)(b)			10 February 2026	Senior Manager: IDP/PMS/IGR	
68	Make public the Annual Report for comments and inputs	MFMA - Section 127(5)(a) MSA - Sec 21A			10 February 2025	Senior Manager: IDP/PMS/IGR	

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KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

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KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
69	Finalise 2025/2026 Adjustments Budget and B Schedules	MFMA - Section 28 MBRR - Part 4		10 February 2026		CFO / Manager: Budget and Expenditure	
70	Finalise 2025/2026 Draft MTREF and A Schedules	MFMA - Section 21 MBRR - Part 3		12 February 2026		CFO / Manager: Budget and Expenditure	
71	Submit 2025/2025 Adjustments Budget to Budget Steering Committee	MFMA - Section 28 MBRR - Part 4		12 February 2026		CFO / Manager: Budget and Expenditure	
72	Monthly monitoring of SDBIP by Office of the Municipal Manager in collaboration with Top Management Team	MPR, 2006			13 February 2026	MM/Directors/Senior Manager: IDP/PMS/IGR	
73	Submit Draft MTREF, tariffs and budget related policies to MAYCO	MFMA - Section 21 MBRR - Part 3		12 February 2026		CFO / Manager: Budget and Expenditure	
74	MAYCO considers and Adopts 2025/2025 Adjustments Budget and potentially Revised 2025/2025 SDBIP	MFMA - Sec 28 MBRR - Part 4		28 February 2026		CFO / Manager: Budget and Expenditure, Manager: IDP/PMS/IGR	
75	Provincial Sector Departments inform municipalities of provincial budgetary allocations	PFMA – Section 27(3) 2026 MTBPS		28 February 2026		CFO / Manager: Budget and Expenditure	



KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

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KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
76	District IDP Managers Forum Meeting (Preparation of Draft IDP)	MSA, 2000	28 February 2026			Senior Manager: IDP/PMS/IGR	
77	District Mayoral Forum Meeting/District Municipal Managers Forum Meeting	IGR Act, 2005	28 February 2026			Senior Manager: IDP/PMS/IGR	
78	Technical Integrated Municipal Engagement	IGR Act, 2005	28 February 2026	28 February 2026		MM; CFO; Senior Manager: IDP/PMS/IGR	
79	Three Day Strategic Session with Councillors and Extended Management	MSA, 2000	28 February 2026	28 February 2026	28 February 2026		
MARCH 2026							
80	Advertise the approved Adjustments Budget and Revised SDBIP and submit budget and B Schedules to National Treasury and Provincial Treasury as required per legislation (within 10 working days)	MFMA - Sec 28(7) MSA - Sec 21A MBRR - Part 4	14 March 2026	14 March 2026	14 March 2026	CFO / Manager: Budget and Expenditure, Manager: IDP/PMS/IGR	
81	Monthly monitoring of SDBIP by Office of the Municipal Manager in collaboration with Top Management Team	MPR, 2006			13 March 2026	MM/Directors/Senior Manager: IDP/PMS/IGR	

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KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

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KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
82	Section 71 monthly report	MFMA Section 71 (1), (2), (3) and (4)		14 March 2026 (10 Working days after month end)		CFO / Manager: Budget and Expenditure	
83	Section 154 Steering Committee Meeting	Constitution of RSA - Section 154	19 March 2026			MM; Directors; Senior Manager: IDP/PMS/IGR; National and Provincial Stakeholders	
84	Executive Mayor and Mayoral Committee consider Oversight Report in terms of Section 121 of the MFMA	MFMA - Sec 129	31 March 2026	31 March 2026	31 March 2026	Senior Manager: IDP/PMS/IGR	
85	Council meeting on draft IDP, budget, tariffs, and budget related policies and SDBIP (at least 90 days before the start of the budget year)	MFMA - Sec 16(2) MSA - Sec 25 MBRR - Part 3	31 March 2026	31 March 2026	31 March 2026	CFO / Manager: Budget and Expenditure, Manager: IDP/PMS/IGR	
86	Council meeting to consider the Annual Report and adopt an Oversight Report containing the Council's comments on the report	MFMA - Sec 129			31 March 2026	Senior Manager: IDP/PMS/IGR	



KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

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KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
87	Informal performance evaluations of Directors				31 March 2026	MM; Directors; Senior Manager: IDP/PMS/IGR	
ORDINARY COUNCIL MEETING – 31 MARCH 2026							
APRIL 2026							
88	Submit Q3 quarterly report (January 2026 2025 till March 2026) on implementation of the budget and financial state of affairs to Council	MFMA, Section 52 (d)					
89	Make public the Oversight Report (within 7 days of its adoption)	MFMA - Sec 129(3)			7 April 2026 (Within 7 days of adoption)	Senior Manager: IDP/PMS/IGR	
90	Section 71 monthly report	MFMA Section 71 (1), (2), (3) and (4)		10 April 2026 (10 Working days after month end)		Senior Manager: IDP/PMS/IGR	
91	Advertise the Draft IDP, SDBIP, budget and other required documents and provide at least 21 days for public comments and submissions	MFMA - Sec 22(a) MSA - Sec 21A MPPMR – Reg. 15(3)	10 April 2026 (Within 10 days after consideration)	10 April 2026 (Within 10 days after consideration)	10 April 2026 (Within 10 days after consideration)	CFO; Manager: IDP/PMS/IGR	

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KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

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KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
92	Monthly monitoring of SDBIP by Office of the Municipal Manager in collaboration with Top Management Team	MPR, 2006			13 April 2026 (By the 13 th of each month)	MM/Directors/Senior Manager: IDP/PMS/IGR	
93	Submit the Annual Report and Oversight Report to the provincial legislature as per circular	MFMA - Sec 132(1) & (2)			April 2026	Senior Manager: IDP/PMS/IGR	
94	Monthly monitoring of SDBIP by Office of the Municipal Manager in collaboration with Top Management Team	MPR, 2006			By the 13 th of each month	MM/Directors/Senior Manager: IDP/PMS/IGR	
95	Submit Quarter 3 Performance Report to Council	MPPMR - Reg 13			30 April 2026	Senior Manager: IDP/PMS/IGR	
96	JDMA Interface Meeting (engages with Provincial and National sector departments on sector specific programmes for alignment with municipalities plans)	IGR Act, 2000	30 April 2026			Senior Manager: IDP/PMS/IGR	
97	District IDP Representative Forum	MSA - Chapter 4	30 April 2025			Senior Manager: IDP/PMS/IGR	



KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

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KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
MAY 2026							
98	IDP / Budget Road Shows to consult the Draft IDP, SDBIP and Budget	MFMA - Sec 22(a); MSA - Sec 21A MPPMR - Reg 15(3)	May 2026	May 2026	May 2026	CFO/Manager: IDP/PMS/IGR	
99	Monthly monitoring of SDBIP by Office of the Municipal Manager in collaboration with Top Management Team	MPR, 2006			13 May 2026	MM/Directors/Senior Manager: IDP/PMS/IGR	
100	SIME 2 - IDP and Budget Assessments by Provincial Treasury and Department of LG	MSA Chapter 5 MFMA	May 2026			MM, All Directors, CFO/Manager: IDP/PMS/IGR	
101	Quarter 3 Performance Report loaded on municipal website	MFMA - Sec 75(2) MSA - Sec 21(b)			31 May 2026	Senior Manager: IDP/PMS/IGR	
102	Complete 2026/2027 MTREF budget documentation and A schedules	MFMA - Sec 24		31 May 2026		CFO; Senior Manager: Budget and Expenditure	
103	Budget Steering Committee considers submissions made by the local community	MFMA - Sec 23		31 May 2026		CFO; Senior Manager: Budget and Expenditure	

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KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

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KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
104	Council meeting to adopt Revised IDP, Performance Management Measures and targets and the budget (at least 30 days before the start of the budget year)	MFMA - Sec 24	31 May 2026	31 May 2026	31 May 2026	CFO; Manager: Budget and Expenditure; Senior Manager: IDP/PMS/IGR	
JUNE 2026							
105	Place the IDP, multiyear budget, all budget-related documents and all budget-related policies on the website	MFMA - Sec 22 and 75 MSA - Sec 21A and 21B	7 June 2026	7 June 2026	7 June 2026	CFO; Manager: IDP/PMS/IGR	
106	Monthly monitoring of SDBIP by Office of the Municipal Manager in collaboration with Top Management Team	MPR, 2006			13 June 2026	MM; Directors; Senior Manager: IDP/PMS/IGR	
107	Submit a copy of the revised IDP to the MEC for LG (within 10 days of the adoption of the plan)	MSA - Section 32	12 June 2026 (Within 10 days of the adoption of the IDP)			Senior Manager: IDP/PMS/IGR	
108	Submit approved budget to National and Provincial Treasuries	MFMA - Sec 24(3) MBRR - Reg 20		15 June 2026		CFO / Manager: Budget and Expenditure	



KNYSNA MUNICIPALITY: IDP/BUDGET/PMS PROCESS PLAN IN PREPARATION FOR THE 2026/2027 REVIEW/AMENDMENT PROCESS

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KNYSNA MUNICIPALITY: IDP TIME – SCHEDULE IN PREPARATION FOR THE 2026/2027 IDP/BUDGET/PMS REVIEW/AMENDMENT PROCESS							
ITEM	DELIVERABLE	LEGISLATION	TARGET DATES – 2025/2026			RESPONSIBLE OFFICIAL	PROGRESS
			IDP	BUDGET	PMS		
109	Give notice to the public of the adoption of the IDP and Budget (within 14 days of the adoption of the plan) and budget (within 10 working days)	MBRR - Reg 18 MSA - Sec 25(4)(a)(b)	12 June 2026 (Within 10 days after approval)	12 June 2026 (Within 10 days after approval)	12 June 2026 (Within 10 days after approval)	CFO/ Manager: IDP/PMS/IGR	
110	Provincial IDP Managers Forum	MSA, 2000	30 June 2026			Senior Manager: IDP/PMS/IGR	
111	Submit to the Executive Mayor the SDBIP for the budget year (no later than 14 days after the approval of an annual budget)	MFMA - Sec 69(3)(a)			14 June 2026 (Within 14 days after approval)	Senior Manager: IDP/PMS/IGR	
112	District IDP Managers Forum Meeting	MSA, 2000	30 June 2026			Senior Manager: IDP/PMS/IGR	
113	District Mayoral Forum Meeting/District Municipal Managers Forum Meeting	IGR Act, 2005	30 June 2026			Senior Manager: IDP/PMS/IGR	

6.7

SC07/08/25 REAPPOINTMENT: ESTABLISHMENT OF THE MUNICIPAL VALUATION APPEAL BOARD
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REPORT FROM THE MUNICIPAL MANAGER

PURPOSE OF THE REPORT

That Council approve the reappointment of the current members of the Valuation Appeal Board (VAB) for a further term of four (4) years, in order to retain their expertise and ensure continuity for the remainder of the current general valuation roll period.

BACKGROUND

The establishment and operation of the Municipal Valuation Appeal Board is governed by Chapter 7 of the Municipal Property Rates Act (MPRA), No. 6 of 2004.

In terms of Section 58 of the MPRA:

- The VAB must consist of a Chairperson (a legally qualified person with sufficient experience in the administration of justice) and at least two to four members with sufficient knowledge and experience in property valuation, of which at least one must be a registered professional valuer.

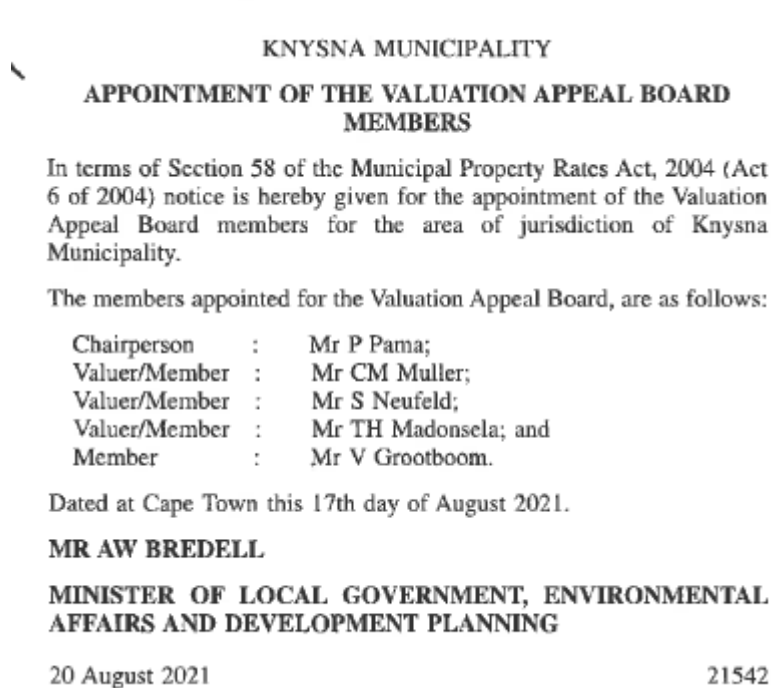
In terms of Section 60 of the MPRA:

- The term of office for VAB members is four years, and members are eligible for reappointment.

The current VAB's term is set to end on 31 July 2025. To continue with the period of the current general valuation roll and to ensure continuity in the handling of appeal matters, it is recommended that the existing board members be reappointed for a further period of four years.

DISCUSSION

The following members currently serve on the Knysna Municipal Valuation Appeal Board:



The proposed extension will:

- Provide stability and continuity in the handling of appeal matters.
- Retain valuable institutional knowledge and experience within the Board.

All members have confirmed their willingness to continue serving on the Board.

FINANCIAL IMPLICATIONS

In accordance with Section 61(3) of the MPRA, the municipality must remunerate the members of the Valuation Appeal Board as per their conditions of appointment and in line with the directives of the MEC for Local Government.

Remuneration will continue based on the current approved rates and within the approved budget.⁷

The current Rates are as follows:

COMMISSION OF INQUIRY		
	Per day	Per hour
Chairperson	R5 387 ✓	R673
Member	R4 005	R501

RELEVANT LEGISLATION

Chapter 7 of the Municipal Property Rates Act

RECOMMENDATION OF THE MUNICIPAL MANAGER

- [a] That content of the report be noted; and
- [b] That Council recommends the following persons for re-appointment as per section 60 of the MPRA, as Chairperson and members of the Knysna Municipal Valuation Appeal Board;
 - [i] Mr Perino Pama - Chairperson of the Municipal Valuation Appeal Board
 - [ii] Mr CM Muller - member of the Municipal Valuation Appeal Board
 - [iii] Mr S Neufeld - member of Municipal Valuation Appeal Board
 - [iv] Mr T Mandosela – member of the Municipal Valuation Appeal Board
 - [v] Mr V Grootboom – member of the Municipal Valuation Appeal Board

APPENDIX / ADDENDUM

(Annexures to be circulated as confidential)

Annexure 1 – email confirmations

Annexure 2 – CV's of candidates

File Number: 9/1/2/10

Execution: Director Financial Services
Manager: Revenue Services

6.8

SC08/08/25 STRUCTURING OF THE MUNICIPAL COUNCIL: APPOINTMENT OF MEMBERS TO COMMITTEES

REPORT FROM THE MUNICIPAL MANAGER

PURPOSE OF THE REPORT

To fill the vacancies on the various Committees to ensure efficiency and effectiveness in performing the powers and functions of the municipality.

BACKGROUND

Subsequent to the continuation of the Ordinary Council Meeting held on 5 June 2025, the Chairperson of Infrastructure, Cllr Beauty Charlie resigned as MMC on 28 July 2025. As a result of the resignation of Councillor Charlie as MMC, the appointment of Cllr Russel Arends as the new Chairperson of Infrastructure and the appointment of Cllr Phindile Petros as the new Chairperson of Community Services, vacancies have been created in the committees on which these Councillors served.

Council may, therefore, fill these vacancies in terms of the Act.

DISCUSSION

The appointments to the following committees have been impacted by the changes:

- Community Services Portfolio Committee
- Infrastructure Services Portfolio Committee

In addition to the above, the newly elected Councillor of Ward 3 was declared on Thursday, 21 August 2025.

All Committees of the Municipal Council must be fairly (proportionally) representative of all (political) parties and interests.

RECOMMENDATION OF THE MUNICIPAL MANAGER

- [a] That the report regarding the appointment of members to Committees be noted;
- [b] That the Portfolio Committees constituted on 12 March 2025 and 8 April 2025, be confirmed as follows :

Planning Economic Development and Tourism Committee

Chairperson : Cllr M Gericke (member of the Mayoral Committee)
(*appointed on 1 April 2025*)

Members : Cllr P Petros
Cllr N Louw
Cllr W Grootboom

Cllr JG White
Cllr S Sabbagh
Cllr S Campbell

Finance and Governance Portfolio Committee

Chairperson : Cllr K Andrews (member of the Mayoral Committee)
(*appointed on 3 March 2025*)

Members : Cllr M Khumelwana
Cllr B Charlie
Cllr N Louw
Cllr S Campbell
Cllr S Sabbagh
Cllr L Tyokolo

Integrated Human Settlements Portfolio Committee

Chairperson : Cllr N Louw (member of the Mayoral Committee)
(*appointed on 3 March 2025*)

Members : Cllr M Khumelwana
Cllr B Charlie
Cllr R Arends
Cllr M Willemse
Cllr L Davis
Cllr H Stroebel

- [c] That in terms of Section 79 of the Local Government: Municipal Structures Act, 1998, as amended, the Portfolio Committees as envisaged in Section 80 of the Act mentioned herein, be reconstituted as follows:

Community Services Committee

Chairperson: Cllr P Petros (member of the Mayoral Committee)
(*appointed on 8 August 2025*)

Members: Cllr B Charlie
_____ (vacancy) (ANC)
Cllr M Gericke
Cllr A Van Schalkwyk
Cllr C Vanston
Cllr R Arends

Infrastructure Services Committee

Chairperson: Cllr R Arends (member of the Mayoral Committee)
(*appointed on 8 August 2025*)

Members: Cllr W Grootboom
Cllr N Louw
_____ (vacancy) (ANC)
_____ (vacancy) (PBI)
Cllr P Bester
Cllr C Vanston

SPECIAL COUNCIL MEETING
AGENDA
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File Number: 9/1/2/14
Execution: Municipal Manager
Director: Corporate Services

7. ADJOURNMENT

-oOo-