

# Mayoral Committee Meeting

**19 MARCH 2025**

## Addendum 1

**(Additional Item and Circulation of Amended Item)**

ITEM NO	SUBJECT	FIL REF	PG
SECTION 6: PLANNING AND DEVELOPMENTFINANCE			
C/6/180/03/25	UPDATE REPORT ON THE NEW HORIZONS TAXI RANK	9/1/3/6	3
C/6/185/03/25	UPGRADE OF SERVICES AND DEVELOPMENT OF ROBBERG 5 <i>(AMENDED ITEM-Comments by the Director Engineering Services included)</i>	9/1/3/6	26

# **SECTION 6**

## **PLANNING AND DEVELOPMENT**

## Section 6: Economic Development and Planning

ITEM C/6/180/03/25

### UPDATE REPORT ON THE NEW HORIZONS TAXI RANK

**Portfolio Comm:** Strategic Services and Office of the MM **Demarcation:** All Wards

**File Ref:** 9/1/3/6 **Delegation:** Council

**Attachments:** Annexure A: Council Resolution: C/6/51/09/22  
Annexure B: Ward Committee Meeting Minuets - 9 November 2023  
Annexure C: Memorandum of Agreement - Makhulu Mining PTY 9LTD)  
Annexure D: Proposal for New Horizon's Taxi Rank Development

**Report from:** Acting Director Economic Development & Planning

**Author:** Manager Economic Development

**Date:** 24 February 2025

### **PURPOSE OF THE REPORT**

For Council to take cognizance of the Economic Development initiative to develop the New Horizons Taxi Rank.

### **BACKGROUND/DISCUSSION**

In South Africa, the legislation that addresses the social responsibility of quarries, as well as the broader mining and minerals sector, is primarily governed by the Mineral and Petroleum Resources Development Act (MPRDA) of 2002. This act emphasizes sustainable development and requires mining companies, including quarries, to consider the social and environmental impacts of their operations.

The Social and Labour Plan (SLP), which is a component of the MPRDA, specifically mandates mining companies to develop plans that outline how they will contribute to the social and economic development of the communities affected by their operations.

In addition, the Department of Minerals and Energy - Broad-based Socio-Economic Empowerment Charter for Mining and Minerals) states: Mining companies are required to invest in the development of the communities around their operations. This includes infrastructure projects, education, healthcare, and other social services to improve the quality of life for residents.

## **Section 6: Economic Development and Planning**

According to this charter, it is mandatory for every mining quarry to contribute to local economic development. A requirement is to address a community challenge identified in the Integrated Development Plan (IDP)

### **New Horizons Taxirank**

New Horizons was identified as a poverty-stricken community with a high unemployment rate the then President Thabo Mbeki. The community has no economic development platforms and no formal centralized developmental focus area.

#### **Reference**

The council resolved as far back as 2022 that the New Horizons Taxi Rank be developed.

The New Horizons Taxirank Development is again highlighted in the IDP and budget meetings held with ward 4 - as indicated in the minutes of the ward committee meeting dated – 9 November 2023.

The subsequent memorandum of agreement was entered into by the (acting) Municipal Manager and Makhulu Mining PTY 9LTD) on 12 June 2024.

See attached with supporting proposal on the development of the business hub at New Horizon's Taxi rank.

The purpose of the Hub is to create a platform that:

Can make an impact on the unemployment rate

Local Entrepreneurs will have a place to showcase their products and be active in the local economy

Stimulates the townships economy

The agreement (MOU) outlines.

Makhula Mining (Pty) known as Denron, will be responsible for the supply of four containers that will be awarded to small businesses in the Bitou Municipal area.

An additional request for R70 000 was made to Denron, which led to a breakdown in communication in July 2024, between the Bitou Municipality and Denron.

The consultant appointed by Denron and the DMRE official (Pieter Swart) had follow up meetings and eventually Denron decided to add the additional R70 000 which will be used for water and electricity connections.

This addition to the MOU will be signed on the 27th of February 2025.

The process of identifying beneficiaries was led by the Ward Councillor and the ward committee.

The Bitou official responsible met with identified beneficiaries to finalise design and other additional inputs required for the completion of the containers and for it to be specific to the products or services they will provide.

The beneficiaries are:

1. Patrick Barnard
2. Darren Plaatjies
3. Prescilla Johnston
4. The ward committee is still in the process of discussion about the final beneficiary.

## **Section 6: Economic Development and Planning**

### **FINANCIAL IMPLICATION**

None to the Municipality.

### **RELEVANT LEGISLATION**

Mineral and Petroleum Resources Development Act (MPRDA) of 2002

### **RECOMMENDED BY THE MUNICIPAL MANAGER**

That the Council acknowledge the report on the development and implementation of the New Horizons Taxirank.

### **RECOMMENDED BY THE STRATEGIC SERVICES AND OFFICE OF THE MUNICIPAL MANAGER PORTFOLIO COMMITTEE**

1. That the Council acknowledge the report on the development and implementation of the New Horizons Taxi rank.
2. That the process of identifying the fourth (4<sup>th</sup>) beneficiary, led by the Ward Councillor and the Ward Committee, be finalised by the end of April 2025.

# ANNEXURE A

Extract from the minutes of the Council meeting of Bitou Local Municipality held on 2022-09-29

Resolution C/6/51/09/22

**DEVELOPMENT OF ERF 2297 NEW HORIZONS TAXI RANK – PROPOSED ECONOMIC HUB**

**Department: Economic Development & Planning**

**File Ref: 7/1/10**

**Resolved**

1. That Council approve and give consent to proceed with construction on Erf 2297, New Horizons Taxi Rank
2. That it be noted that the Bitou Municipality will not contribute financially towards the development of the Taxi rank and that the development of the New Horizons Taxi rank will be funded by Denron as part of their social contribution initiative.
3. That the Municipal Manager be authorised to conclude the Service Level Agreement between Bitou Local Municipality and Denron in respect of the development of the New Horizons Taxi rank.

**Proposed: Councillor T Mhlana**

**Seconded: Councillor S A Mangxaba**

**FOR EXECUTION**

**Manager: Economic Development**

**Cc**

**Director: Economic Development & Planning**

## Section 6: Economic Development and Planning

ITEM C/6/

### DEVELOPMENT OF ERF 2297 NEW HORIZONS TAXI RANK – PROPOSED ECONOMIC HUB

**Portfolio Comm:** Strategic Services

**File Ref:** 7/1/10

**Demarcation:** Ward 4

**Delegation:** Council

**Attachments**

Annexure A – Council Resolution

Annexure B- Memorandum of Agreement

**Report from:**

Director: Economic Development & Planning

**Author:**

Manager: Economic Development

**Date:**

4 July 2024

### **PURPOSE OF THE REPORT**

To request Council to review Resolution C/6/51/09/22 (2) of 20 September 2022 in light of what transpired between 2022 to date.

### **BACKGROUND /DISCUSSION**

Council at its meeting of 29 September 2022 under resolution C/6/51/09/22 resolved the following;  
“

- 1. That Council approve and give consent to proceed with construction on Erf 2297, New Horizons Taxi Rank*
- 2. That it be noted that the Bitou Municipality will not contribute financially towards the development of the Taxi rank and that the development of the New Horizons Taxi rank will be funded by Denron as part of their social contribution initiative.*
- 3. That the Municipal Manager be authorized to conclude the Service Level Agreement between Bitou Local Municipality and Denron in respect of the development of the New Horizons Taxi rank.”*

Initially Knysna was the priority due to most of their mines been situated in the area. The municipality had to wait for an outcome from Makhula Mining known as Denron to commit on supporting projects within the Bitou Area.

The new memorandum of Understanding (Annexure B) has new terms and conditions, where Bitou Municipality is now responsible for the provision of the land, access to water and sanitation and installation of electrical points in the containers

Makhula Mining (Pty) Ltd-will be responsible for the supply of four containers that will be awarded to small businesses.

## **Section 6: Economic Development and Planning**

Considering the above, resolution (2) as per above is no longer of relevance and council needs to review the resolution to give effect to the new signed MoU.

Council is therefore requested to review resolution 2 of Resolution C/6/51/09/22 because of the change in circumstances.

### **FINANCIAL IMPLICATION**

R70 000

### **RELEVANT LEGISLATION**

Section 7 (6) of the National Building Regulations and Building Standards Act (Act 103 of 1977)

**Comments: acting Director Financial Services**

**Comments: Director Community Services**

**Comments: acting Director Engineering Services**

**Comments Manager: Legal Services**

### **RECOMMENDED BY THE MUNICIPAL MANAGER**

1. That Council takes note of the report and the signed Memorandum of Understanding (MoU).
2. That Council condone the action of the Municipal Manager entering into the revised MoU.
3. That resolution 2 of Resolution C/6/51/09/22 dated 29 September 2022 that reads as follows be rescinded to give effect to the signed MoU;

*“2. That it be noted that the Bitou Municipality will not contribute financially towards the development of the Taxi rank and that the development of the New Horizons Taxi rank will be funded by Denron as part of their social contribution initiative.”*

4. That Council resolve the following to give effect to the new terms and conditions as stipulated in the MoU;  
“



## **Section 6: Economic Development and Planning**


2. *That Bitou Municipality be responsible for the provision of the land, access to water and sanitation and installation of electrical points in the containers."*

## COMMENTS / IMPLICATIONS

### **Section: LEGAL SERVICES**

The recommendation of the requesting department is supported / ~~not supported~~ based on the following ~~reasons:~~

Click or tap here to enter text.

 ZANELE MDELO

**MANAGER: A CROUTZ**

Approved / Not Approved



**ACTING MUNICIPAL MANAGER: R LINKS**

# ANNEXURE B

<b>Minutes:</b>		<b>WARD COMMITTEE MEETING: Ward 4</b>	<b>Venue:</b>	<b>NEW HORIZON COMMUNITY HALL</b>	
<b>Date:</b>	<b>09 NOVEMBER 2023</b>	<b>Time from:</b>	<b>18h00</b>	<b>Time To:</b>	<b>20H30</b>
<b>No</b>	<b>Item and Discussion</b>	<b>Action Items</b>		<b>Inputs/ Comments/ Participants</b>	
	<b>OPENING PRAYER</b>	Opened with a short prayer.		<b>Ms Hilda Plaatjies</b>	
	<b>WELCOMING</b>	Welcomed everyone present in the meeting.		<b>Ward Councillor: Cllr. Claude</b>	
	<b>APOLOGIES</b>	None			
	<b>MINUTES OF THE PREVIOUS MEETING</b>				
	<b>Corrections</b>	None		<b>Ms. Katrina Debruin</b>	
	<b>Adopted</b>	Adopted the minutes.			
	<b>Seconded</b>	Seconded		<b>Sharon Kleinhans</b>	
	<b>REPORTS:</b>				
	<b>Roads and Storm Water</b>	<p>There is no full report yet for the starting of Regte Vlei issue project yet.</p> <p>There will be an upgrade of the streets in every financial year, a follow up will be made on which streets will be affected.</p> <p>There will be difficulties at Kieperol and Welkom Street as these streets are not so busy.</p> <p>Will get a full report from the department concerning the gravel roads.</p> <p>Request Ward Committees to prioritise on what is urgently needed as there will be finances allocated in every financial year.</p>			
	<b>Local Economic Development and Planning</b>	<p>There is an upgrade of on all applications for land use.</p> <p>LED is not responsible for land issues.</p> <p>There is a shortage of land in Ward 4, will first get an application for land then will identify business land.</p> <p>There is a big problem with the animals roaming around the ward. Farming strategy to develop and identify farmland also there is still a big problem of scarce water as</p>			

	<p>these issues needs to be addressed. Farmers needs must be prioritised.</p> <p>SANRAL is the biggest landowners, needs to do a follow up with SANRAL.</p> <p>The Department of Agriculture is also encouraging people as they are giving out tanks and seeds to then communities for back yard vegetable gardens.</p>	
<b>Skills Development Centre</b>	<p>Reported that there was an application for skills development centre in Ebenezer for the community to do hand work like plumbing, electricity etc.</p> <p>Suggested to do an assessment or let people apply to have an idea of what skills do people have.</p> <p>Will also wait for the LED assessment.</p> <p>Reported that building will be made available for the skills development centre in Ebenezer for the SMME's, will do inspections and will discuss with Ward Committees.</p> <p>The Skills Development Structure must assist to apply for funding to be able to do trainings.</p>	<p><b>Ward Councillor</b></p> <p><b>Jofre Lottering</b></p>
<b>Upgrade of the Taxi Rank</b>	<p>Suggested that there must be containers at the taxi rank.</p> <p>The Taxi Rank must be upgraded in a Provincial matter.</p> <p>Shelter to be organised for Pine trees at the next financial year.</p>	<b>Ward Councillor</b>
<b>Youth and Gender</b>	<p>Must make a follow up on the Fiskies Saal at Stereweg, to assess and check if the building belongs to the Municipality, in order to let elderly people to make use of the space.</p> <p>60 kids on training, New Horizon and Pine trees working together with the youth desk.</p> <p>Ladies were trained for construction training to start their own businesses and be business owners.</p>	
<b>Arts and Culture</b>	<p>This is still a topic to be addressed, also what project the Municipality have to work at.</p>	
<b>Parks and Recreation</b>	<p>Requesting play parks for the kids, would like to have one (1) or two (2) parks as the Municipality has adopted the parks project.</p>	
<b>Public Open Spaces</b>	<p>There is a nice open space next to the court, people must find ways to utilise the open spaces for socialising and marketing.</p>	

	<p>There is another open space behind the Anglican Church, the community to come to come up with ways of to utilise these spaces as these are unused lands.</p>	
<b>Dumpsites</b>	<p>Suggested that all illegal dumpsites to be turned to social parks in order to get rid of all illegal dump sites.</p> <p>All open spaces need to be assessed and come up with a plan.</p>	
<b>Block Meetings</b>	<p>Speaker suggested that all Ward Committees to have block meetings in their respective block as this is very important to communicate with people and identify all problems in the respective block.</p> <p>All block and sector meeting will be implanted in 2024 with the assistance of the officials at public participation office.</p>	
<b>Housing project in Ebenezer</b>	<p>77 approved beneficiaries by Province. Housing committee was requested to identify 18 beneficiaries for the 18 finished houses, must identify according to ages. There are also single houses accommodating people uses wheelchair.</p> <p>Preference will be given to disabled and elderly.</p> <p>List of 117 beneficiaries has been submitted to Province, 15 subsidy forms has been sent back for proper completion, 8 has been corrected and sent back to Province again.</p> <p>7 beneficiaries have not been approved due incorrect information, some claim that they are single but single, or have already benefited a subsidy.</p> <p>The list of approved beneficiaries must be presented to the ward committees and must be advertised for transparency.</p> <p>Date for housing meeting will be on Thursday to discuss all housing issues with the manager.</p> <p>Ward Councillor encouraged the ward committees to start spreading positive news about housing project, and must be a team work.</p> <p>Must also support the 18 approved list, also not to lack the information of the 18 houses.</p> <p>Ward Councillor will make a follow up on the issue of the streetlights and street names.</p> <p>All processes will be guided by housing policy.</p>	

	<b>DATE OF NEXT MEETING</b>	To be confirmed
	<b>CLOSURE</b>	

Approved by Ward Councillor:

Full names: Claude Nielson John Terblanche

Signature: 

Date: 23/01/23

**MEMORANDUM OF UNDERSTANDING**

ENTERED INTO BY AND BETWEEN:

**MAKHULU MINING (PTY)LTD**

**Reg No : 2003/027900/07**

Mining right number: WC: 30/5/1/2//2 (189) MR

**De Kop Mining (Pty) Ltd**

**Reg No: 2003/027678/07**

Mining right number: WC:30/5/1/2/2/ (258) MR

**Kleinkrans Mining (Pty) Ltd**

**Reg No : 2003/029052/07**

Mining right number: WC:30/5/1/2/2/ (336) MR

Herein represented Mr.**Chris Bladergroen** in his capacity of **Chief Executive Officer** of the Mines and who has been duly authorized thereto

**AND**

**BITOU MUNICIPALITY**

Herein represented by **Dr.R.Links** in his capacity as **Acting Municipal Manager** of **Bitou Municipality** and who has been duly authorized thereto

**PRE-AMBLE:****WHEREAS:**

A need exists in the geographical area of Bitou for the supply of containers to New Horizon Taxi Rank.

**AND WHEREAS**

The Mines have agreed to participate in the project as part of its social upliftment in communities where it is operational regarding mining activities.

1. The project has been approved by DMRE for social upliftment purposes;
2. The mines will make their contribution to the project as set out herein.

**NOW THEREFORE THE PARTIES TO THIS AGREEMENT HAVE AGREED AS FOLLOWS:****1. DEFINITIONS**

- a) **"The Mines"** means different mine rights with the following, Mine right numbers: WC:30/5/1/2/2/ (189) (258) and (336)MR
- b) **"The Mines"** contribution means the Mines will supply 3 x refurbished containers which will be allocated to the following businesses:
  - Hair Salon
  - Barbershop
  - Fast Food

And one (1) un-refurbished container who will be used for a tyre business, the mines will supply the necessary paint for the un-returbished container.

- c) **"UNDERSTANDING"** means the terms and conditions as agreed between the parties and contained in this document.
- d) **"Beneficiaries"** means: The emerging business in New Horizon community-Plettenberg Bay.
- e) **"Commencement Date"**: The supply of the containers shall commence within any financial year within the 5-year cycle of the Social and Labour Plan of the conditions precedent as set out in 5.1.1.
- f) **"Completion Date "**: **Shall be within any financial year as the commencement date of commencement as contemplated in 1.e above.**
- g) **"DMRE"** means the Department of Mineral Resources and Energy
- h) **"Mine Community Development"** means the socio-economic environment in which the mining company operate.
- i) **"Bitou"** means the Bitou Municipality or its successors in title, hereinafter referred to as **"BM"**.



- j) **"Program"** means the final program, indicating the tasks, time frames and accountable persons, in relation to the successful completion of the Project, as a timeframe of program and initiated by the parties to this Agreement for identification purposes.
- k) **"Project"** means the **SUPPLY OF 3X REFURBISHED CONTAINERS AND ONE (1) UN-REFURBISHED CONTAINER to New Horizon Taxi Rank.**
- l) **"Project Manager"** means the JKConsulting (Pty) Ltd registration number: 2020/221328/07 which will manage the project on behalf of the parties hereto.
- m) **"Service Provider"** means the different providers for equipment, materials and labour as appointed by the Mines.

## **2. INTRODUCTION**

- 2.1 Bitou Municipality has committed itself to engage in LED within the Bitou geographical area of Bitou Municipality.
- 2.2 The stakeholders in said engagement will be the BM and The Mines
- 2.3 All parties (The Mines and BM) will use their best endeavours to complete the Project as close as possible to the Completion Date.
- 2.4 The parties pledge their contributions to the Project in a spirit of goodwill and will always act in the best interest of the community.
- 2.5 The parties have identified the Project as a Social Development initiative and have agreed to the terms and conditions of this Agreement.

## **3. RIGHTS AND OBLIGATIONS OF BITOU MUNICIPALITY**

- 3.1 Bitou Municipality has identified Ward 4 as the community who will be entitled to access the opportunity provided by the Project.
- 3.2 Bitou Municipality will provide the land, access to water and sanitation and electricity for the containers.
- 3.3 All regulatory approvals required by the by- laws of the Bitou Municipality shall be provided by the Bitou Municipality before construction and supply of the containers commences. Confirmation of permission to proceed and that all regulations required by Bitou Municipality in respect of this project have been complied with is to be provided in writing by Bitou Municipality.

#### 4. OBLIGATIONS OF THE MINES

4.1 The Mines will not be liable for payment of the amount of **R400 000,00 (FOUR HUNDRED THOUSAND RAND)** directly to Bitou Municipality but will be primarily responsible for the completion of the project, including the appointment of the suppliers for the project.

4.2 The mines will be responsible for the supply of **3x refurbished containers** that will be awarded to the following businesses:

- **Hair salon**
- **Barbershop**
- **Fast Food**

and **1x un-refurbished container** that will be used as a tyre shop situated in Bitou in Ward 4-New Horizon Taxi Rank, the mines will supply the paint for the un-refurbished container only and the labour will be provided by Bitou Municipality.

4.3 The Mines will only supply the containers and will not be responsible for the preparation of the land, water and sewage connections or levelling of land.

4.4 After the supply and acceptance as per agreement to Bitou Municipality, the Mines shall no longer be involved in any program and will be excused from any further responsibility regarding the project.

#### 5. CONDITIONS PRECEDENT (BOTH PARTIES)

5.1 This Agreement is subject to all the following conditions being complied with:

5.1.1 The latest date of completion of all items in 5.1.4 as well as 1(e) shall be referred to as the "**Commencement Date**"

5.1.2 An endorsement letter in respect of the Project to be issued by DMRE;

5.1.3 Written approval by the DMRE of the Social and Labour Plan of which the Project is part of.

5.1.4 Written confirmation from the DMRE that upon the Mines having performed their obligations as set out in the Social and Labour Plan referred to in 5.1.3 (of which the supply of containers), that all SLP requirements in respect of the below mentioned have been complied with:

5.1.4.1 WC30/5/1/2/2/258 – Cycle 3 (ending January 2029)

5.1.4.2 WC30/5/1/2/2/336 - Cycle 3 (ending June 2029)

5.1.4.3 WC30/5/1/2/2/189 - Cycle 3 (ending October 2029)

## 6. DOMICILIA CITANDI EXECUTANDI

6.1 The parties select as their respective domicillium citandi et executandi the following addresses for the purposes of giving or sending any notice provided for or required under this Agreement.

*(i)The Municipal Manager  
Bitou Local Municipality  
4 Sewell Street  
Plettenberg Bay  
6600  
Email:ljonas@bitou.gov.za*

*(ii)Makhulu Mine (Pty) Ltd  
Bitou Business Park  
Rietvlei Road  
Plettenberg Bay  
6600  
Email: chris@denron.co.za*

6.2 Any party may change its domicillium for the purposes of notices to any other physical address or e-mail address by written notice to the other part to that effect. Such change of address will be effective 5 (five) days after receipt of the notice of change.

## 7. NOTICES

7.1 Every notice, consent or any other communication required or permitted hereunder from either party shall be in writing, and shall be sufficiently given or transmitted when:

7.1.1 Hand delivered to the other party at its domicilium address or at such other address as the party may have designated in writing.

7.1.2 Transmitted by means of an e-mail and in respect of which e-mail, and acknowledgement has been received or,

7.1.3 Deposited in the mail, duly registered with postage prepaid for prompt delivery and addressed to the other party at his domicilium address, or at such other address as the addressee may have designated in writing. A notice deposited in the mail in terms of this clause shall be

deemed to have been delivered on the 4<sup>th</sup> day after the date of postage.

## **8. GENERAL CONDITIONS**

- 8.1 No waiver by a party of any breach, failure or default in performance by the other party, and no failure, refusal or neglect by a party to exercise any right hereunder or to insist upon strict compliance with or performance of the other party's obligation under this agreement, shall constitute a waiver of the provisions of this Agreement and a party may at any time require strict compliance with the provisions of this Agreement.
- 8.2 This Agreement constitutes the entire agreement between the parties who acknowledge that there are no other oral or written understandings or agreements between them relating to the subject matter of this Agreement. No amendment, consensual cancellation or other modification of this agreement shall be valid or binding on a party hereto unless reduced to writing and executed by both parties hereto.
- 8.3 All the provisions of this Agreement shall be severable, and no provision shall be affected by the invalidity of any other provisions of this Agreement.
- 8.4 The parties acknowledge that they have entered into this Agreement after making independent investigations and that neither party has made any representations or given any warranties other than as may be set out in this Agreement.
- 8.5 This Agreement will be binding on any successors in title, administrators or assigns.

## **9. CONFIDENTIALITY**

- 9.1 The parties undertake to maintain the confidentiality of all the information imparted to it by either party pursuant to this Agreement, including the know-how of the Parties. The parties will not divulge or permit to be divulged to any person in any aspect of such confidential information otherwise than for the purposes of this Agreement.
- 9.2 All documentation furnished by either party to the other party pursuant to this agreement will remain the exclusive property of such a party and, upon termination of this agreement will be returned to the relevant party. No party will make copies of any such documentation without the prior consent of the other party being obtained.

9.3 On the termination of this Agreement, neither party shall make any use of the information and or know- how of the other party in any event whatsoever, nor shall it in any manner whatever disclose such information and or know- how to any other person.

9.4 For all purposes of this Agreement, know-how means and includes, but is not limited to all confidential information of whatever nature relating to the completion of the project, as well as all other confidential information, including technical information, systems processes, information concerning materials and marketing and business information generally.

## **10. JURISDICTION**

10.1 The parties hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in respect of all legal proceedings connected with this agreement notwithstanding that the value of the matter in dispute might exceed the jurisdiction of the Magistrate's Court.

10.2 Notwithstanding the foregoing either party is entitled to institute action in any High Court vested with jurisdiction.

## **11. DISPUTE RESOLUTION**

11.1 In the event of there being any dispute or difference between the parties arising out of this Agreement, the said dispute or difference shall on written demand by any party be submitted to arbitration in Cape Town in accordance with the AFSA (Arbitration Foundation of South Africa) rules, which arbitration shall be administered by AFSA

11.2 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration as last applied by AFSA before an arbitrator appointed by agreement between the parties to the dispute or failing agreement within 10 (ten) days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Cape Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.

11.3 Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.

11.4 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

11.5 Any arbitration in terms of this Clause 11 including any appeal proceedings shall be conducted in camera and the parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.

11.6 The provisions of this Clause 11 will continue to be binding on the parties notwithstanding any termination or cancellation of the Agreement.

11.7 The parties agree that the written demand by a party to the dispute in terms of Clause 11 that the dispute or difference to be submitted to arbitration is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.

**THUS, DONE AND SIGNED AT ..... ON THIS ..... DAY OF**  
**..... 2024.**

**AS WITNESSES:**

1. ....  
**for and on behalf of Makhulu Mining (Pty) Ltd**

2. ....

1 .....  
**for and on behalf of De Kop Mining (Pty) Ltd**

2. ....

1. ....

for and on behalf of Kleinkrans Mining (Pty) Ltd

2. ....

THUS, DONE AND SIGNED AT PLETTENBERG BAY ON THIS 20 DAY

OF JUNE 2024.

**AS WITNESSES:**

1.  .....

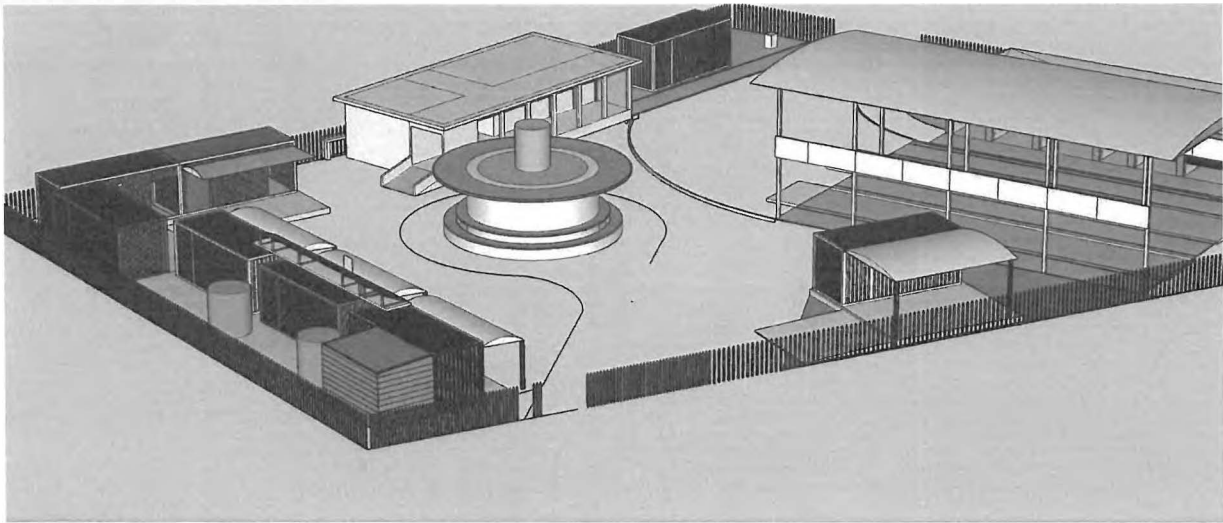
for and on behalf of Bitou Municipality

 .....

2.  .....



## NEW HORIZONS ECONOMIC HUB



### THE PROBLEM.

New Horizons was identified as a poverty-stricken community with a high unemployment rate by the then president Thabo Mbeki and as a result thereof was visited by his deputy Kgalema Motlanthe. The community has no economic development platforms and no formal centralized developmental focus area.

### REFERENCE THE IDP

The New Horizons Economic Hub is highlighted within the IDP and is long overdue.

### PRESENT YOUR SOLUTION.

The New Horizons Economic Hub will create a platform that will

- Impact the unemployment rate of New Horizons
- Local Entrepreneurs will have a place to showcase their products and be active in the local economy
- Bring Government Services (Satellite Police Station, Home Affairs/Labour) closer to the people
- Stimulate the Township Economy
- Advice office – Business Training through SEDA.

### DELIVERABLES AND SUCCESS CRITERIA.

1. Develop land to facilitate trade and spaces for economic development
2. Infrastructure development; Parking, roads, provisioning of electricity, water and sanitation
3. Design and Drawings of a MPC to coordinate economic facilities for the NH Community
4. Construction of MPC
5. Possible BOT agreement with Bitou Municipality -Build-operate-transfer (BOT) is a contractual relationship between Bitou Municipality and the NH development agency where services is hired to set up, optimize and run the NH development operations with the contractually stipulated intent of transferring the operation to the NH Dev Agency as a community development centre or multi-purpose centre..



## PLAN OR APPROACH

Partnerships is key to deliver, The New Horizons Economic Hub.

The ward councillor will lobby for the support of the local municipal council to:

1. Provide access to the land
2. Council resolution of BOT
3. Business zoning (if not yet in place)
4. Drawings and approval of MPC development
5. Municipal budgetary contribution
6. External Funding applications

## THE IMPACT OF THE NEW HORIZONS ECONOMIC HUB

- The centre will be safe haven for local entrepreneurs
- Create jobs
- Stimulate the Township Economy
- Create a platform for economic activities
- Crime prevention
- Bring services closer to the community

## PARTNERS

NO	POSSIBLE PARTNERS	ASSISTANCE
1	Bitou Municipality	Land Building plans Rezoning Approval of Building Plans Funding
2	Denron	Funding Civil Works Building Material Buying of Containers
3	Standard Bank	Funding SMME Development
4	Nedbank	Incubator Programme Assistance with Equipment
5	BUCO	Carpentry Training to manufacture Roof Trussers
6	Western Cape Government Human Settlement	Skills Training Plumbing Bricklaying Electrical Plastering

## Section 6: Development and Planning

ITEM C/6/185/03/25

### **AMENDED REPORT**

#### **UPGRADE OF SERVICES AND DEVELOPMENT OF ROBBERG 5**

**Portfolio Comm:** Strategic Services and Office of the MM      **Demarcation:** All Wards  
**File Ref:** 9/1/3/6      **Delegation:** Council

**Attachments:** None

**Report from:** Acting Director Economic Development & Planning

**Author:** Manager Economic Development

**Date:** 3 March 2025

#### **PURPOSE OF THE REPORT**

For the Council to take cognizance of the Economic Development initiative to develop the Robberg 5 site to provide better services and create an enabling environment for increased opportunities for small business.

#### **BACKGROUND/DISCUSSION**

Robberg 5 is a popular accommodation option located in Plettenberg Bay, South Africa. It's part of the Robberg area, which is known for its beautiful beaches and proximity to nature reserves, making it a great spot for outdoor activities like hiking, whale watching, and water sports.

Robberg 5 typically offers self-catering options, making it suitable for families and groups. The property often features modern amenities, scenic views, and easy access to local attractions, including shops, restaurants, and the stunning Robberg Nature Reserve.

The Robberg 5 site has some key challenges which include environmental challenges, sewerage spillover and ample space for seasonal traders as well as Sea Rescue and Life-saving services.

In order to develop the site, the municipality must engage in public participation to ensure compliance with the Asset Transfer Regulation 34(3)(b)

#### **FINANCIAL IMPLICATION**

None at this time

## Section 6: Development and Planning

### **RELEVANT LEGISLATION**

#### **Asset Transfer Regulation 34(3)(b):**

- (b) A request to the municipal council for authorisation of a public participation process must be accompanied by an information statement stating –
- (i) the reasons for the proposal to grant a long term right to use, control or manage the relevant capital asset;
  - (ii) any expected benefits to the municipality that may result from the granting of the right;
  - (iii) any expected proceeds to be received by the municipality from the granting of the right; and
  - (iv) any expected gain or loss that will be realised or incurred by the municipality arising from the granting of the right.

#### **Comments: Director: Engineering Services**

The public ablution facilities at Robberg 5 drains into a conservancy tank which is serviced by means of a suction tanker.

The Beach section has staff on site whose responsibility it is to monitor the level of the tanks and timeously log calls with customer care for the suction tanker to come and empty the tanks. Failure to do this could result in the tanks overflowing.

The possibility of constructing a restaurant/coffee shop on top of the existing ablution block and to formalise or expand the trading areas will most probably increase the demand on water usage and subsequent sewerage being generated.

To cater for the additional load on municipal services the size of the conservancy tank needs to be increased or alternatively the conservancy tank is converted to a sump to function as a small pumpstation discharging into the nearest waterborne sewer reticulation point. The last option poses risk in that its sand can ingress and damage the pumps, electricity consumption and additional maintenance and repair cost.

The size of the conservancy tank/sump can only be determined once demands and the scope of the proposed activities and upgrade of facilities are known.

Either option will also trigger a listed activity as per the National Environmental Management Act (NEMA) and will require environmental authorization.

## **Section 6: Development and Planning**

### **RECOMMENDED BY THE MUNICIPAL MANAGER**

1. That the Municipal Manager be authorized to conduct a public participation process in relation to the proposed granting of a right to developed / upgrade the Robberg 5 beach parking area.
2. That the matter be referred back after conclusion of the public participation process.

### **RECOMMENDED BY THE STRATEGIC SERVICES AND OFFICE OF THE MUNICIPAL MANAGER PORTFOLIO COMMITTEE**

1. That the Municipal Manager be authorised to conduct a public participation process in relation to the proposed granting of a right to develop / upgrade the Robberg 5 beach parking area.
2. That the matter be referred back after conclusion of the public participation process.
3. That a report be obtained from the Directorate Engineering Services on the status and challenges of the sewage overflow/spillage at the Robberg 5 beach site prior to the MayCo meeting, and the responsible official be present at the meeting to provide explanations on the matter and indicate if any of the other beaches are experiencing similar issues.