

**KWAZULU-NATAL PROVINCE**

**KWAZULU-NATAL PROVINSIE**

**ISIFUNDAZWE SAKWAZULU-NATALI**

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## MUNICIPAL NOTICES • MUNISIPALE KENNISGEWINGS

### MUNICIPAL NOTICE 81 OF 2020



RESOLUTION ON LEVYING PROPERTY RATES IN TERMS OF SECTION 14 OF THE LOCAL GOVERNMENT:  
MUNICIPAL PROPERTY RATES ACT, 2004. (ACT NO.6 OF 2004)

Date 1 July 2020

MUNICIPAL NOTICE

EMADLANGENI MUNICIPALITY

RESOLUTION LEVYING PROPERTY RATES FOR THE FINANCIAL YEAR 1 JULY 2020 TO 30 JUNE 2021

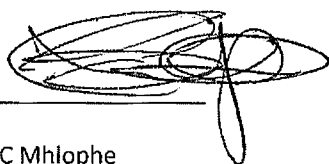
Notice is hereby given in terms of section 14(1) and (2) of the Local Government: Municipal Property Rates Act, 2004 that the council resolved by way of council resolution number A01/2020, to levy the rates on properties reflected in the schedule below with effect from 1 July 2020

CODE	CATEGORIES OF PROPERTY (Based on the actual use of the property)	CENT AMOUNT IN THE RAND RATE
AGA	Agriculture properties used for agricultural purposes	0.14800
BUS	Business and commercial properties	3.75600
IND	Industrial properties	3.75600
MIN	Mining properties	4.77700
MUN	Municipal properties	-
PBO	Public benefit organisation	-
PSI	Public service infrastructure	-
RES	Residential properties	1.39500
PSP	Public Service Purpose	5.40800
VL	Vacant land (other than residential)	10.97770
VR	Vacant land zoned residential	8.61200
WOC	Public worship	-

In accordance with the rates policy, the following reduction on the market value of the property and rebates on rates payable and exemptions be and hereby granted.

<b>Category of Property</b>	<b>Reduction/Exemptions</b>	<b>Rebates</b>
Residential	R 125 000.00	20%
Vacant Property- Residential	R 45 000.00	10%
Vacant Property	R 45 000.00	-
PSI		30%
Industrial	R 45 000.00	10%
Business	R 45 000.00	10%
Agriculture	R 45 000.00	50%

Full details of the council resolution and rebates, reduction and exclusions specific to each category of owners of properties or owners of specific category of properties as determined through criteria in the municipality's rates policy are available for inspection on the municipality's offices, website and library.



S C Mhlophe

Acting Municipal manager

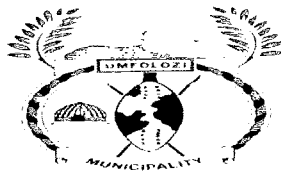
34 Voor Street

Utrecht

2980

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## MUNICIPAL NOTICE 82 OF 2020

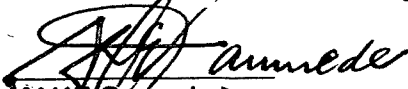
**Public Notice**

## **ASSESSMENT OF GENERAL RATES FOR THE FINANCIAL YEAR 2020/2021**

Notice is hereby given in terms of Section 14 of the Municipal Property Rates Act (Act No. 6 of 2004) that the Council of uMfolozi Municipality has determined the rates payable on all rate-able property within the area of uMfolozi Municipality financial year effective from 01 July 2020 to 30 June 2021. The Budget related tariffs was approved by Council at its meeting held on the 27<sup>th</sup> May 2020. The revised Property Rates Tariffs are as follows:

PROPERTY RATES	2020/21		
	TARRIFFS	REBATES	PHASING IN
Agricultural	0.00306	0.40000	1.00000
Business	0.04886	0.25000	1.00000
Industrial	0.04886	0.25000	1.00000
Residential	0.01224	0.35000	1.00000
Business/Hotel	0.04886	0.25000	1.00000
Public Service Purposes	0.05498	0.20000	1.00000
Public Service Infrastructure	0.00306	0.80000	
Church/PBO	Exempt		
Municipal Properties	Exempt		
<b>Refuse Tariffs</b>	<b>VAT inclusive</b>		
Residential	10% of Monthly assessment rates		
Commercial and Industrial	15% of Monthly assessment rates		
Government and Other	15% of Monthly assessment rates		

A detailed copy of approved budget related tariffs are available for viewing on the Council website: [www.umfolozi.gov.za](http://www.umfolozi.gov.za). Any additional queries should be directed to the Chief Financial Officer, Mr KN Mthethwa on (035) 580-1421 during working hours.

  
**Mr KE Gamede**  
**Municipal Manager**



MUNICIPAL NOTICE 83 OF 2020



# **MAPHUMULO WASTE MANAGEMENT BY-LAW**

Maphumulo Waste Bylaw

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**REPEAL OF BY-LAWS AND TRANSITIONAL ARRANGEMENTS**

**(ADOPTED BY RESOLUTION OF THE MUNICIPAL COUNCIL OF ...Maphumulo Municipality)**

The Maphumulo Municipality (“the Municipality”) hereby publishes the Waste Management By-laws set out below, promulgated by the municipality in terms of section 156(2) of the Constitution of the Republic of South Africa, 1996 and section 9(3)(a)-(d) of the National Environmental Management: Waste Act, 2008.

**Preamble**

**WHEREAS** the “Municipality” has the Constitutional obligation to provide services including refuse removal, collection and disposal;

**AND WHEREAS** poor waste management practices can have adverse impact on the environment in and beyond Municipal boundaries;

**AND WHEREAS** the “Municipality” is committed to ensure that all residents, organisations, institutions, businesses, visitors or tourist and public bodies are able to access services from a legitimate waste service provider;

**AND WHEREAS** the “Municipality” wishes to regulate waste collection, separation, storage, processing, treatment, recycling, reuse and disposal of waste including littering and illegal dumping and the regulation of facilities used for the management of waste, with the ultimate aim of avoiding or minimising the generation and impact of waste;

**AND WHEREAS** the “Municipality” promotes the waste hierarchy approach as outlined in the National Waste Management Strategy.

## CHAPTER 1: DEFINITIONS, OBJECTIVES AND PRINCIPLES

### 1. Definitions

In these by-laws, any word or expression to which a meaning has been assigned in the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) and the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000); and associated regulations shall have the meaning so assigned and, unless the context indicates otherwise.

**“building waste”** includes all waste produced during the construction, alteration, repair or demolition of any structure, and includes building rubble, earth, vegetation and rock displaced during such construction, alteration, repair or demolition;

**“bulky waste”** means business waste or domestic waste which by virtue of its mass, shape, size or quantity is inconvenient to remove in the routine door-to-door council service provided by the council or service provider;

**“by-law”** means legislation passed by the municipality’s council which is binding on persons who resides within, visiting the area of authority of the municipality or using municipal services;

**“garden waste”** means organic waste which emanates from gardening or landscaping activities at residential, business or industrial premises including but not limited to grass cuttings, leaves, branches, and includes any biodegradable material and excludes waste products of animal origin and bulky waste;

**“health care risk waste”** means waste capable of producing any disease and includes, but is not limited to the following:

- (a) laboratory waste;
- (b) pathological waste;
- (c) isolation waste;
- (d) genotoxic waste;

Maphumulo Waste Bylaw

- (e) infectious liquids and infectious waste;
- (f) sharps waste;
- (g) chemical waste; and
- (h) pharmaceutical waste;

**“industrial waste”** means waste generated as a result of manufacturing, maintenance, fabricating, processing or dismantling activities, but does not include building waste, business waste, special industrial waste, hazardous waste, health care risk waste or domestic waste;

**“litter”** means waste, excluding hazardous waste, arising from activities in public areas that has not been deposited of in a public litter container;

**“municipality”** means a municipality established in terms of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998);

**“Municipal Systems Act”** means the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000);

**“nuisance”** means any injury, harm, damage, inconvenience or annoyance to any person which is caused in any way whatsoever by the improper handling or management of waste, including but not limited to, the storage, placement, collection, transport or disposal of waste or by littering;

**“occupier(s)”** in relation to any premises, means any person who is in actual occupation of such premises and if no person is in actual occupation thereof, any person who, whether as owner, lessee, licensee or otherwise has, for the time being, control of such premises and shall include a street trader who occupies a site for the purposes of such street trader's business;

**"owner"** means the registered owner, lessee or occupier of premises, or the person in charge or control of any premises or part thereof, who is over 18 years of age, and any person who obtains a benefit from the premises or is entitled thereto;

“**receptacle**” means an approved container having a capacity for temporary storage of waste in terms of these by-laws;

“**service provider/contractor**” means the person, firm or company whose tender/quotation has been accepted by or on behalf of the Municipality and includes the contractor's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Municipality, any assignee of the contractor;

“**tariff**” means the prescribed charge determined by the Municipality in terms of any applicable legislation for any service rendered by the Municipality in terms of these by-laws.

## **2. Objectives of the by-laws**

- (1) The objectives of these by-laws are to –
  - (a) give effect to the right contained in section 24 of the Constitution by regulating waste management within the area of the municipality’s jurisdiction;
  - (b) provide, in conjunction with any other applicable law, an effective legal and administrative framework, within which the Municipality can manage and regulate waste management activities;
  - (c) ensure that waste is avoided, or where it cannot be altogether avoided, minimised, re-used, recycled, recovered, and disposed of in an environmental sound manner; and
  - (d) promote and ensure an effective delivery of waste services.

## **3. Scope of application**

- (1) These by-laws must be read with any applicable provisions of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008).
- (2) In the event of any conflict with any other by-law which directly or indirectly, within the jurisdiction of the municipality, regulates waste management, the provisions of this by-law

shall prevail to the extent of the inconsistency.

- (3) The by-laws do not override any other national and provincial waste related legislation.

#### **4. Principles**

- (1) Any person exercising a power in accordance with these by-laws must; at all times; seek to promote the waste management hierarchy approach as outlined in the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) and the National Waste Management Strategy, which is promoting waste avoidance and minimisation, waste reuse, recycling and recovery, waste treatment and disposal.
- (2) The by-laws seek to promote sustainable development and environmental justice through fair and reasonable measures for the management of waste within the municipality's jurisdiction.
- (3) The by-laws promote participation of all municipal residents in the promotion of responsible citizenship by ensuring sound waste management practices within residential and industrial environments.

#### **5. General duty of care**

- (1) Every person has a duty to manage any waste generated by his or her activities or the activities of those persons working under his or her direction in such a manner that the waste does not cause harm to human health or damage to the environment. In particular, the person must ensure that:
  - (a) waste generation is avoided and where such waste cannot be avoided, minimise the toxicity and amounts of waste;
  - (b) waste is reduced, reused, recycled or recovered;
  - (c) where waste must be disposed of, the waste is treated and disposed in an environmentally sound manner;



- (d) the waste is managed in such a manner that it does not endanger health or the environment or cause a nuisance through noise, odour or visual impacts.
- (2) Any person subject to the duty imposed in subsection (1) may be required by the Municipality or an authorised official to take measures to ensure compliance with the duty.
- (3) The measures referred to in subsection (2), that a person may be required to undertake include –
- (a) investigation, assessment and evaluation of the impact that their activities, the process or a situation have on the environment;
  - (b) informing and educating employees about the environmental risks of their work and the manner in which their tasks must be performed in order to avoid causing damage to the environment;
  - (c) ceasing, modifying or controlling any act, process, situation or activity which causes damage to the environment;
  - (d) containing or preventing the movement of pollutants or other causes of damage to the environment;
  - (e) eliminating or mitigating any source of damage to the environment; or
  - (f) rehabilitating the effects of the damage to the environment.

## **CHAPTER 2: SERVICE PROVIDERS**

### **6. Service providers/Contractors**

- (1) The Municipality may discharge any of its obligations by entering into a service delivery agreement with a service provider or service providers in terms of the Municipal Systems Act, 2000.

- (2) Subject to the provisions of the Municipal Systems Act or any other legislation, the Municipality may assign to a service provider any power enjoyed by the Municipality under these by-laws: provided that the assignment is required for the service provider to discharge an obligation under its service delivery agreement, but the accountability shall remain with the Municipality.
- (3) Any reference in these by-laws to “Municipality or service provider” should be read as the “Municipality” if the Municipality has not entered into a service delivery agreement, and should be read as “service provider” if the Municipality has entered into a service delivery agreement.
- (4) Service providers must provide services in accordance with a customer charter which must be drawn up in consultation with the Municipality and which must-
  - (a) accord with the provisions of these by-laws;
  - (b) be accessible to the public;
  - (c) establish the conditions of the service including collection times; and
  - (d) provide for the circumstances in which Municipal services may be limited.

### **CHAPTER 3: PROVISION OF WASTE SERVICES**

#### **7. Storage and receptacles for general waste**

- (1) Any person or owner of premises where general waste is generated must ensure that such waste is stored in a receptacle provided or approved by the Municipality.
- (2) Any person or owner of premises contemplated in subsection (1) must ensure that-
  - (a) the receptacle is stored inside the yard where applicable, away from the public area when still waiting for collection;
  - (b) on agreed collection date, it should be placed outside the premises in an area accessible to the municipal officials or service providers;

- (c) pollution and harm to the environment is prevented;
- (d) waste cannot be blown away and that the receptacle is covered or closed;
- (e) measures are in place to prevent tampering by animals;
- (f) nuisance such as odour, visual impacts and breeding of vectors do not arise;
- (g) suitable measures are in place to prevent accidental spillage or leakage;
- (h) the receptacle is intact and not corroded or in any other way rendered unfit for the safe storage or transportation of the waste;
- (i) that a receptacle(s) provided by the Municipality is not used for any other purpose other than storage of waste;
- (j) in cases where a receptacle (s) is damaged or corroded, the owner or occupier must notify the Municipality and arrange for replacement as soon as it comes to their attention;
- (k) waste is only collected by the Municipality or authorised service provider; and
- (l) in cases where an owner or occupier is not available on the day of collection, make necessary arrangements to ensure that waste is accessible for removal or collection.

## **8. Collection and transportation**

- (1) The Municipality may -
  - (a) only collect waste stored in approved receptacles;
  - (b) set collection schedules for both commercial and residential properties for reasons of health, safety or environmental protection.
  - (c) collect waste outside the set schedule on request by any person and at a fixed tariff agreed to by both parties prior to collection.
  - (d) set the maximum amount of quantities of waste that will be collected;
  - (e) identify waste streams which may not be collected by the Municipality or which are unsuitable for collection; and where such a case exist, advice the owner of alternatives
- (2) Any person transporting waste within the jurisdiction of the Municipality must –
  - a) Apply to the Municipality to register as a transporter of waste in accordance with the requirements set out by the Municipality and NEM: Waste Act, and adhere to all the conditions attached to the registration.

- b) Ensure that the receptacle or vehicle or conveyance is adequate in size and design for the type of waste to be transported;
- c) Remove or transport the waste in a manner that would prevent any nuisance or escape of material.
- d) Maintain the receptacle or vehicle or conveyance in a clean, sanitary condition at all times.
- e) Not allow waste transported to become detached, leak or fall from the receptacle or vehicle or conveyance transporting it.
- f) Ensure that waste is transported or deposited at a waste transfer station, recycling facility and/or disposal facility licensed to accept such a waste.
- g) Ensure that the vehicle is not used for other purposes whilst transporting waste.

## **9. Waste transfer stations**

(1) Any holder of waste must –

- a) utilise appropriate waste transfer stations as directed by the Municipality or service provider; and
- b) adhere to the operational procedures of a transfer station as set out by the Municipality.

## **10. Waste disposal**

- 1) Waste generated within the municipal area must be disposed of at a waste disposal facility as directed by the Municipality.
- 2) In disposing of waste the operator of the site must comply with the provisions of any other legislation regulating the disposal of waste.
- 3) Any person disposing waste at a Municipal owned disposal site must adhere to the site operational procedures approved by the Municipality.
- 4) All private waste disposal sites within the jurisdiction of the Municipality, must comply to an local norms and standards and any other relevant legislation.

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## **CHAPTER 4: RECYCLING OF WASTE**

### **11. Storage, separation and collection of recyclable domestic waste**

- (1) Any person who is undertaking any activity involving reduction, re-use, recycling or recovery of waste including scrap dealers, by-back centres and formalised recycling groups must before undertaking that activity, make sure that the activity is less harmful to the environment than the disposal of such waste and must notify the Municipality of an intention to undertake such an activity in writing.
- (2) Any person undertaking the activities contemplated in subsection (1) must adhere to the requirements set out in national or provincial legislation.
- (3) The Municipality may require any person or owner of premises to separate their waste and use different receptacles provided by the Municipality or service provider.
- (4) In cases where the Municipality, service provider or industry has provided separate receptacles for recyclable material, no person may use other receptacles for recyclable material.

## **CHAPTER 5: WASTE INFORMATION**

### **12. Registration and provision of waste information**

- 1) Any person who conducts an activity, which has been identified in terms of provincial and/or national waste information system must, upon request, present to the Municipality proof that such an activity is registered and reporting the required information.
- 2) The Municipality may, at its own discretion and as reasonably possible, require any facility, person of activity to register and report to the Municipality any other information for the purpose of facilitating effective waste management within its jurisdiction.

## **CHAPTER 6: PROVISION FOR REGISTRATION OF TRANSPORTERS**

### **13. Requirements for registration**

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- (1) Any person who transports waste for gain must adhere to the requirements as set out in section 25 of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008).
- (2) The Municipality may, by notice in the provincial gazette, require any person or category of transporters to register and report to the Municipality information as set out in that notice. The notice may include but not limited to-
  - (a) the application forms;
  - (b) a prescribed fee;
  - (c) renewal intervals;
  - (d) list of transporters, types and thresholds of waste transported;
  - (e) minimum standards or requirements to be complied with.

## **CHAPTER 7: LISTED WASTE MANAGEMENT ACTIVITIES**

### **14. Commencement, conducting or undertaking of listed waste management activities**

- (1) Any person conducting a listed waste management activity listed in terms of section 19 of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008), must upon request by an official of the Municipality, provide proof of compliance with the requirements of a licence issued by the competent authority.
- (2) Any person conducting or intending to conduct any activity contemplated in subsection 7 (1) must, at least sixty (60) days before commencement, conducting or undertaking such activity, inform the Municipal waste management officer in writing of the intention.

## **CHAPTER 8: GENERAL PROVISIONS**

### **15. Duty to provide facilities for litter**

- (1) The Municipality, or owner of premises in the case of privately owned land, must take reasonable steps to ensure that sufficient and appropriate receptacles are provided for the discarding of litter by the public, in any place to which the public has access.
- (2) The Municipality, or owner of privately owned land, must ensure that all receptacles installed on the premises for the collection of litter are –
  - (a) maintained in good condition;
  - (b) suitably weighted and anchored so that they cannot be inadvertently overturned;
  - (c) constructed in such a manner as to ensure that they are weatherproof and animal proof;
  - (d) of suitable size to contain all litter likely to be generated on the premises and by the users thereof;
  - (e) placed in locations convenient for the use by users or occupants of the premises to discourage littering or the unhealthy accumulation of waste; and
  - (f) emptied and cleansed periodically or when full. The emptying and cleansing of receptacles must be done frequently to ensure that no receptacle or its contents may become a nuisance or provide reasonable grounds for complaint.
- (3) In any public place where a receptacle has been placed for the depositing of litter, the Municipality may put up notices about littering.

## **16. Prohibition of littering**

- (1) No person may –
  - (a) cause litter;
  - (b) sweep any waste into a gutter, onto a road reserve or onto any other public place;
  - (c) disturb anything in, or remove anything from any receptacle which has been placed for the purposes of collecting litter in such a manner as to cause the contents of the receptacle to spill or fall onto the ground around it; and

(d) allow any person under his control to do any of the acts contemplated in paragraphs (a), (b) or (c) above.

- (2) Notwithstanding the provisions of subsection 8 (1), the Municipality, or owner in the case of privately owned land to which the public has access, must within a reasonable time after any litter has been discarded, dumped or left behind, remove such litter or cause it to be removed.

### **17. Prohibition of nuisance**

- (1) Any person handling waste within the Municipality, either through storage, collection, transportation, recycling or disposal must-
- (a) take reasonable measures to prevent nuisance, injury, harm, damage, annoyance or inconvenience to any person and the environment;
  - (b) take measures to remedy any spillages, harm, damage or nuisance referred to in section (a) above;
  - (c) at their own cost, clean any waste causing nuisance to any person or the environment;
  - (d) ensure compliance to the notice contemplated in sub section (1) (c); the Municipality may clean or remedy waste causing nuisance to any person or the environment, at the Municipality's cost and claim such cost from the offender.

### **18. Burning of waste**

- (1) No person may-
- (a) dispose of waste by burning it, either in a public or private place;
  - (b) incinerate waste either in a public or private place except in an incinerator licensed by the relevant national or provincial authorities to do so, or at a place designated by the Municipality for such purpose.



**19. Unauthorised disposal/dumping**

- (1) No person may except with the permission of the occupier, owner or of the person or authority having control thereof, dump, accumulate, place, deposit, leave or cause or allow to be dumped, accumulated, placed, deposited or left any waste whatsoever, whether for gain or otherwise, on or in a public place; any drain, watercourse, flood prone areas, tidal or other water in or in the vicinity of any road, highway, street, lane, public footway or pavement, roadside or other open space to which the public have access; or private or municipal land.
- (2) The local authority may at the expense of an owner of land, person in control of land or a person who occupies the land rehabilitate any damage caused to the environment as a result of the activity or failure of the person referred to in subsection (1) to take reasonable measures to prevent unauthorised disposal or dumping.

**20. Abandoned articles**

- (1) Any article, other than a motor vehicle deemed to have been abandoned in terms of the Road Traffic Act, which, in the light of such factors as the place where it is found, the period it has been lying at such place and the nature and condition of such article, is reasonably regarded by the Municipality as having been abandoned, may be removed and disposed of by the Municipality as it may deem fit.
- (2) The Municipality may remove and dispose of any article which is chained or fastened to any pole, parking meter or any other property belonging to the council, without authorisation as it may deem fit.

**21. Liability to pay applicable tariffs**

- (1) The owner of premises where the Municipality is rendering waste services contemplated in this by-law is liable for the payment of prescribed tariffs for such services, and is not exempted

from or reduction of such tariffs due to non usage, partial or limited use of such services.

- (2) The Municipality reserves the right to review such tariffs contemplated in subsection (1) on an annual basis.
- (3) The Municipality may exempt any person or category of persons deemed to be falling in the indigent category from paying prescribed tariffs for waste management services as outlined in the Municipal Indigent Policy.

## **22. On-site disposal**

- (1) The Municipality may, as it deem fit in an area where a municipal waste management service is not already provided, after consultation with the concerned community, declare an area(s) as demarcated for on-site disposal of general waste.
- (2) A declaration contemplated in subsection (1) must be published in a provincial gazette and may include but not limited to—
  - (a) time frames for such a declaration;
  - (b) minimum standards to be adhered to for on-site disposal; and
  - (c) quantity of waste that may be disposed.
- (3) The Municipality has a right to inspect the areas contemplated in subsection (1) on a regular basis.

## **23. Storage, collection, composting and disposal of garden waste**

- (1) The owner or occupier of the premises on which garden waste is generated, may compost garden waste on the property, provided that such composting does not cause a nuisance or health risk.

- (2) The owner or occupier of the premises on which garden waste is generated and not composted, must ensure that such waste is collected and disposed within a reasonable time after the generation thereof.
- (3) The Municipality may, as far it is reasonably possible, direct any transporter of garden waste or any person providing garden maintenance services, to transport their garden waste to a designated transfer station or facility provided by the Municipality.
- (4) At the written request of the owner or occupier of premises the Municipality or service provider may, in its sole discretion, deliver an appropriate receptacle for the purpose of storing garden waste in addition to any approved receptacle delivered to the premises for the storage of domestic waste; at a prescribed additional tariff.

#### **24. Collection and disposal bulky waste**

- (1) Any person generating bulky waste must ensure that such waste is collected and recycled or disposed of at a designated facility and may not put such waste as part of the municipal routine collection.
- (2) At a request of the owner or occupier of any premises, the Municipality may remove bulky waste from premises at a prescribed tariff, provided that the Municipality is able to do so with its refuse removal equipment.
- (3) In case a Municipality has been called to remove illegally dumped waste on vacant land, the Municipality may remove that waste subject to subsection (2) and charge the owner of that vacant land.

#### **25. Generation, storage, collection, reuse and disposal of building waste**

- (1) The owner or occupier of premises on which building waste is generated and person conducting an activity which causes such waste to be generated, must ensure that—
  - (a) Until disposal, all building waste, together with the containers used for the storage, collection or disposal thereof, is kept on the premises on which the waste was generated;
  - (b) The premises on which the building waste is generated does not become unsightly or cause a nuisance as a result of accumulated building waste;
  - (c) Any building waste which is blown off the premises is promptly retrieved; and
  - (d) Pursuant to any instructions from the Municipality, any structure necessary to contain the building waste is constructed.
  
- (2) Any person may operate a building waste removal service subject to adherence to relevant legislation.
  
- (3) Should the Municipality provide such a service, it shall be done at a prescribed tariff.
  
- (4) The owner or occupier of premises may apply to the Municipality for written consent to place an appropriate receptacle for the storage and collection of building waste in the road reserve for the period of such consent.
  
- (5) Every receptacle, authorised in terms of subsection (4) and used for the removal of building waste, must –
  - (a) have a clearly marked name, address and telephone number of the person in control of such approved receptacle;
  - (b) be fitted with reflecting chevrons or reflectors which must completely outline the front and the back thereof; and
  - (c) be covered at all times other than when actually receiving or being emptied of such waste so that no displacement of its contents can occur.
  
- (6) The owner or occupier of premises on which building waste is generated must ensure that the waste is disposed of at a facility designated for that purpose by the Municipality.

- (7) For the purpose of reclamation of land, reuse or recycling, building waste may with written consent of the Municipality, be deposited at a place other than the Municipality's waste disposal sites.
- (8) A consent given in terms of subsection (7) shall be subject to the conditions, as the Municipality may deem necessary.

#### **26. Special industrial, hazardous or health care risk waste**

- (1) Any waste generator who generates special industrial, hazardous or health care risk waste or an owner of premises where such waste is generated must contract with an accredited service provider to collect and dispose of such waste at a licensed hazardous waste disposal facility.
- (2) Subsection (1) does not apply to generators of waste who have the capacity to conduct the service.
- (3) Any person transporting industrial, hazardous or health care risk waste must ensure that the facility or place to which such waste is transported is authorised to accept such waste prior to offloading the waste from the vehicle.

### **CHAPTER 9: ADMINISTRATIVE MATTERS COMPLIANCE AND ENFORCEMENT**

#### **27. Exemptions**

- (1) Any person may by means of a written application, in which the reasons are given in full, apply to the Municipality for exemption from any provision of this by-law.
- (2) The Municipality may –

- (a) grant an exemption in writing and the conditions in terms of which, if any, and the period for which such exemption is granted be stipulated therein;
  - (b) alter or cancel any exemption or condition in an exemption; or
  - (c) refuse to grant an exemption.
- (3) In order to consider an application in terms of subsection (1), the municipality may obtain the input or comments of the owners or occupants of surrounding premises.
- (4) An exemption does not take effect before the applicant has undertaken in writing to comply with all conditions imposed by the municipality under subsection (2), however, if an activity is commenced before such undertaking has been submitted to the Municipality, the exemption lapses.
- (5) If any condition of an exemption is not complied with, the exemption lapses immediately.

## **28. Appeals**

- (1) A person whose rights are affected by a decision taken by the Municipality in terms of these by-laws, may appeal against that decision by giving written notice of the appeal and the reasons therefore in terms of section 62 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) to the municipal manager or delegated official within 21 days of the date of the notification of the decision.

## **29. Offences**

- (1) Any person who –
- (a) obstructs or hinders the Municipality in exercising the powers or performance of functions or duties as outlined in this by-laws;
  - (b) contravenes or fails to comply with any provision of these by-laws; or
  - (c) fails to comply with the terms of a notice served upon him or her in terms of these by-laws,
- shall be guilty of an offence.

**30. Penalties**

- (1) Any person who contravenes or fails to comply with a provision of these by-laws is guilty of an offence and liable on conviction to imprisonment for a period not exceeding fifteen years or to a fine or to both such fine and imprisonment.

**31. Short title and commencement**

- (1) These by-laws are called Waste Management By-laws of the Maphumulo Local Municipality, and take effect on the date determined by the Municipality in the provincial gazette.
- (2) Different dates may be so determined for different provisions of these by-laws.

**32. Repeal of by-laws**

- (1) Any by-law relating to waste management or refuse removal or disposal within the Municipality or any of its predecessors or areas formerly existing under separate Municipalities or other organs of State is repealed from the date of promulgation of these by-laws.

**MUNICIPAL NOTICE 84 OF 2020**  
**ADDENDUM TO SERVICE LEVEL AGREEMENT IN RESPECT OF THE**  
**THE ESTABLISHMENT OF**  
**A JOINT MUNICIPAL PLANNING TRIBUNAL**  
**ENTERED INTO BY AND BETWEEN:**



**MANDENI LOCAL MUNICIPALITY**

**KZN 291**

**AND**

**NDWEDWE LOCAL MUNICIPALITY**

**KZN 283**

**AND**

**MAPHUMULO LOCAL MUNICIPALITY**

**KZN 294**

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**WHEREAS**

1. The parties entered into a Service Level Agreement (hereinafter referred to as "SLA") to establish a Joint Municipal Planning Tribunal (hereinafter referred to as "JMPT") in 2015 in terms of the Spatial Planning and Land Use Management Act, 2013 (hereinafter referred to as "the Act"), a copy of which is prefixed hereto;
2. Subsequent to the agreement being concluded, the parties have agreed that the agreement thereto have not properly recorded, or recorded at all, certain material terms of the agreement;
3. The parties have agreed that such terms be properly recorded or included and wish to record such agreement in writing.
4. The parties have further agreed that this document is an Addendum to the SLA. The provisions of this Addendum shall not detract from the provisions of the SLA, but shall in addition thereto be read together therewith.

NOW THEREFORE it is agreed as follows:

**2. INTERPRETATION AND DEFINITIONS**

- 2.1 The interpretation and definitions have been amended to include the following:
  - "external member" means a person appointed in terms of section 36(1)(b) of the Act as a member of the Joint Municipal Planning Tribunal.
  - "internal member" means an official of a municipality authorised by the municipality in terms of section 36(1) (a) of the Act as a member of the JMPT
  - "registered planner" means a professional or technical planner registered in terms of the Planning Profession Act, 2002
  - "the Act" means the Spatial Planning and Land Use Management Act, 2013;
  - "the Regulations" means the Spatial Planning and Land Use Management Regulations: Land Use Management and General Matters, 2015;

**3. DURATION OF THE AGREEMENT**

- 4.1 This agreement shall commence on the publication of the notice to the public and shall continue indefinitely until cancelled in terms of clause 4.2.

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## 6.2 COMPOSITION AND ESTABLISHMENT OF THE JOINT MUNICIPAL PLANNING TRIBUNAL

- 6.1 The JMPT shall consist of 10 members, which are made up as follows:
- a). Three officials in the full-time service of Municipality 1: Mandeni Municipality;
  - b). Two officials in the full-time service of Municipality 2: Ndwedwe Municipality;
  - c). One official in the full-time service of Municipality 3: Maphumulo Municipality;
  - d). Three officials in full time service of ILembe District Municipality;
  - e). One official in full time service of Department of Agriculture Land Reform and Rural Development;
  - f). Six registered planners, registered with the South African Council for Planners (hereinafter "SACPLAN") as required in terms of the Planning Profession Act, 2002;
  - g). Two persons registered with Professional Council: Engineering Council of South Africa in terms of the Engineering Profession Act, 2000;
  - h). An Environmental assessment practitioner; and
  - i). Any other persons who has knowledge and experience of Spatial Planning Land Use management, Land Development, Environmental Management, Engineering or the law related thereto.

## 7.1 CONDITIONS OF EMPLOYMENT AND REMUNERATION OF MEMBERS

- 7.1 An internal member of the JMPT is bound by the conditions of service determined in his or her contract of employment and is not entitled to additional remuneration, allowances (except Subsistence and Travel), leave or sick leave or any other employee benefit as a result of his or her membership of the JMPT.
- a). Clause 7.1 also includes external members in the employ of National, Provincial and Local Government and State Owned Entities.

## 10.1 FUNDING

- 10.1 The parties shall make provision in their respective budgets to fund the costs of proceedings of the tribunal meetings convened for their benefit, including any additional costs such the remuneration of advisors appointed to it and any other necessary operational costs
- 10.2 Each Municipality must bear the related costs of the officials assigned to the JMPT, Irrespective when such Tribunal member serves on the JMPT for another party, and such cost are inclusive of subsistence and travelling
- 10.3 Clause 10.3 is hereby deleted

## 12.5 TECHNICAL AND OTHER ADVISER

- 12.5 The parties shall make provision in their respective budgets to remunerate that technical or other adviser for services rendered to the JMPT.

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12.6 Clause 12.6 is hereby deleted

**14. APPLICATIONS AND PROCESS OF NON-MUNICIPAL PLANNING TRIBUNAL**

14.6 The administrative work required to be undertaken to manage and operate the JMPT shall be carried out at the ILembe District Municipality

**15. HEARING AND DECISIONS**

15.1 The chairperson of JMPT in consultation with the Land Development Administrator must refer an application to a hearing comprised of a minimum of five members of the JMPT designated by the chairperson for the purposes of:

- a). Making a recommendation on a particular application for municipal planning approval to the municipality; or
- b). Deciding a particular application for municipal planning approval by delegated authority,

**16. DEVELOPMENT PLANNING SHARED SERVICES AND CONTRACTUAL EMPLOYEES**

17.1 Where personnel, who form part of the Development Planning Shared Services (DPSS) or employed on a contractual basis on a full-time basis in a municipality, performing the functions envisaged in SPLUMA, then they shall be bound by the conditions of this agreement in the same way as permanent staff.

**CONFLICT**

In the event of a conflict of the terms contained in this addendum relating to the additional services with that of the SLA, the terms contained in this addendum will prevail.

**MUNICIPALITY 1: MANDENI MUNICIPALITY**

Signed at MANDENI on the 7<sup>TH</sup> day of SEPTEMBER 2020 by S.S. KHUZWAYO in his capacity as the Municipal Manager of the Mandeni Local Municipality.

Mr S G Khuzwayo

WITNESS:

7/09/2020

Date

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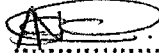
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**MUNICIPALITY 2: NDWEDWE MUNICIPALITY**

Signed at Ndwedwe on the 14 day of SEPTEMBER 2020 by M.F. HADEBE In his capacity as the Municipal Manager of the Ndwedwe Local Municipality.

  
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**Mr. M. Hadebe**

**WITNESS**

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14/09/2020  
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Date

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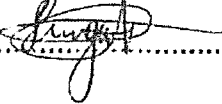
**MUNICIPALITY 3: MAPHUMULO MUNICIPALITY**

Signed at MAPHUMULO on the 10TH day of SEPTEMBER 2020 by P.N. MHLONGO In his capacity as the Municipal Manager of the Maphumulo Local Municipality.

  
.....

**Mr. P. Mhlongo**

**WITNESS**

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10/09/2020  
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Date

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**SPATIAL PLANNING AND LAND USE MANAGEMENT ACT (Act No. 16 of 2013):**

**SERVICE LEVEL AGREEMENT**

**FOR**

**THE ESTABLISHMENT OF**

**A JOINT MUNICIPAL PLANNING TRIBUNAL**

**ENTERED INTO BY AND BETWEEN:**



**MANDENI LOCAL MUNICIPALITY**

**DEMARICATION CODE DC 291**

**AND**

**NDWENDWE LOCAL MUNICIPALITY**

**DEMARICATION CODE 293**

**AND**

**MAPHUMULO LOCAL MUNICIPALITY**

**DEMARICATION CODE DC 294**

Handwritten notes and signatures at the bottom right of the page. The notes include '1H', '19.5.14', 'UN', 'TC', and 'S.G.F. 11/10/20'. There are several handwritten signatures, including one that appears to be 'S.G.F.' and another that looks like 'S.M.'.

**1. PREAMBLE.**

- 1.1. Each party to this agreement is required, in terms of Spatial Planning and Land Use Management Act ("the Act"), to establish a Municipal Planning Tribunal.
- 1.2. The parties have agreed to establish a Joint Municipal Planning Tribunal (JMPT) in terms of the Act.
- 1.3. This agreement is entered into, to record the parties agreement for that purpose

**2. INTEPRETATION AND DEFINITIONS**

- 2.1. The following words have the meaning given them, unless the context in which the word is used obviously gives it another meaning:

**"Commencement date"** means the date set out in clause 4.1;

**"Municipal Planning Approval"** means approval for an activity;

**"Parties"** means the Mandeni, Ndwedwe and Maphumulo Local Municipalities acting jointly as the context indicates and party having the same meaning,

**"Planning Technical Committee"** means a technical support structure contemplated in section 30 of the intergovernmental Relations Framework Act No. 13 of 2005 and establish in terms of section 6 of the Shared Service Agreement,

**"Technical Support Forum"** means a structure contemplated in section 30 of the Intergovernmental Relations Framework Act No. 13 of 2005 and established in terms of section 6 of the Shared Services Agreement;

**"Municipal Planning Tribunal"** The establishment of the Joint MPT will be in terms of Chapter 2, Part C - Section 4, whereby the agreement is to establish a Joint Municipal Planning Tribunal,

**"Authorised Official"** means official responsible for decision making on certain categories of application,

**"Land Development Administrator"** means official appointed to receive and process land development applications,

**"Hearing"** comprises the meeting of the three members of a Joint Municipal Planning Tribunal required to assess and make a decision on each development application,

The "Spatial Planning and Land Use Management legislation" refers to the planning and development legislation adopted by Municipalities,

**"Technical Advisor"** means a person as defined in regulation 11 and paragraph 12 of this agreement.

The language of this agreement shall be the English Language and notice or other communication associated with this agreement shall, unless any provision of this agreement provides otherwise be in that language.

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SEM

In this agreement, unless the context clearly means otherwise:

- a) Any reference to an enact is to that enactment at the date signature of this signature of this agreement as amended or re-enacted from time during the currency of this agreement,
- b) Whenever any number of days is prescribed, such period shall be reckoned to exclude the first day and include the last day, unless the last day fall on a Saturday, Sunday or Public holiday in which case the last day shall be immediately succeeding day which is not a Saturday, Sunday or Public Holiday,
- c) If any provision of Agreement is in conflict or inconsistent with any statute or the common law, the invalidity of any such provision shall not affect the remainder of the provision hereof;  
The termination of this agreement, whether by effluxion of time or any other reason whatsoever, shall not affect or terminate the provision of this agreement.

### 3. ESTABLISHMENT OF JOINT MUNICIPAL TRIBUNAL

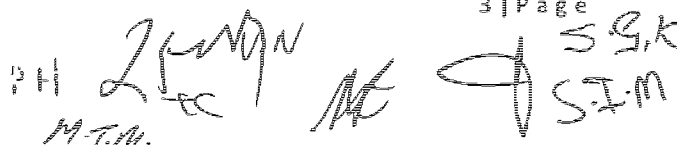
- 3.1. The parties hereby establish a Joint Municipal Planning subject to and in accordance with provisions of this agreement and the Act.
- 3.2. The Joint Municipal Planning Tribunal shall execute and carry out all functions and duties vested in a Municipal Tribunal under and in terms of each party's adopted legislation in relation to the Spatial Planning and Land Use Management act and associated Municipal Planning Legislation.

### 4. DURATION OF AGREEMENT

- 4.1. This agreement shall commence on the 1 November 2015 and shall continue indefinitely until cancelled in terms of clause 4.2.
- 4.2. This agreement will be cancelled:
  - 4.2.1. By mutual written agreement of the parties
  - 4.2.2. If any one party delivers a notice to the other parties giving such other parties 12 months' notice of its intention to cancel this agreement provided that any such notice may only be given to commence on the first day of the parties financial year to take effect on the last day of such financial year;
  - 4.2.3. Upon one or more of the participating municipalities being wholly or partially combined with another municipality as contemplated in section 31 of the Local Government: Municipal Demarcation Act, 1998 (Act No. 27 of 1998).

### 5. ADMINISTRATION OF AGREEMENT

- 5.1. The administration of this agreement will be overseen by the Technical Support Forum (Municipal Managers Forum) with technical support provided through the Development Planning Shared Services and the monthly Development Planners Forum.
- 5.2. As previously agreed by the parties it is recorded that the Joint Municipal Planning Tribunal will be implemented by the parties involved

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## 6. COMPOSITION AND ESTABLISHMENT OF THE JOINT MUNICIPAL PLANNING TRIBUNAL

- 6.1. The Joint Municipal Planning Tribunal Shall Consist of 10 members made up as follows:
- a). Three officials in the full time service of Municipality 1: Mandeni Municipality
  - b). Three officials in the full time service of Municipality 2: Ndwedwe Municipality
  - c). Three officials in the full time service of Municipality 3: Maphumulo Municipality
  - d). One official in full time service of National Government Agency: Municipal Infrastructure Support Agency
  - e). Three persons registered with Professional Council: Engineering Council of South Africa in terms of the Engineering Profession Act of 46 of 2000.
  - f). One person admitted as an attorney in terms of the Attorney's Act 53 of 1979 or admitted as an Advocate of the Supreme Court in terms of the Admission of Advocate Act, 74 of 1964.
  - g). Any other persons who has knowledge and experience of Spatial Planning Land Use management and Land Development or the law related thereto.
- 6.2. Invitation and nomination to serve on the Joint Municipal Planning tribunal
- 6.2.1. The Parties, through the Technical Support Forum shall jointly issue an invitation and call for nominations for persons referred to in clause 6.1 to serve on the Joint Municipal Planning Tribunal in a manner and form provided for in the Spatial Planning and Land Use Management Regulations: land Use Management and general Matters 2015.
- 6.3. Joint Evaluation Panel
- 6.3.1. The Parties Shall constitute a Joint Evaluation panel comprising members of the Technical Support Forum to evaluate all nominations received whether due to invitation or call for nominations
  - 6.3.2. The Joint Evaluation Panel of the Parties shall evaluate all nominations received and make recommendations to the Municipal Councils of Parties including a recommendation with regard to the chairperson and deputy chairperson.
- 6.4. Officials in the full time service of Parties – serve on the Joint Municipal Planning Tribunal
- 6.4.1. The Parties shall designate officials as specified in paragraph 6.1 serve on the Joint Municipal Planning Tribunal and shall delegate the necessary authority to these officials.
  - 6.4.2. The Parties shall review and amend, where necessary the contract of service of the officials designated to serve on the Joint Municipal Planning Tribunal
  - 6.4.3. The Technical Support Forum must as soon as possible after the commencement of this agreement and thereafter from time to time as necessity dictate subject to clause 6.1 determine the number of members of the Joint Municipal Planning and in the Process ensure that there is adequate spread of skills and experience on the Joint Municipal Planning Tribunal.
  - 6.4.4. In making a determination in terms of clause 6.1, the Technical Support Forum must take into account relative resources of each party, the number of application for municipal planning approval that party the number of applications for municipal planning approval that each party may

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reasonable expect to receive requiring consideration by Joint Municipal Planning Tribunal, the complexity and nature of such expected applications and the extent of development in the area of each party and shall allocate the number of members of Joint Municipal Tribunal to each party in a just and equitable manner consistent with each party's expected need for and engagement with the Joint Municipal Planning Tribunal.

- 6.5. Maintenance of Joint Municipal Tribunal Membership
  - 6.5.1. The Technical Support Forum may revise the determination made in 6.1 from time to time as circumstances dictate to ensure compliance with minimum requirements
- 6.6. Seat of the Joint Municipal Planning Tribunal
  - 6.6.1. The Joint Municipal Planning Tribunal's office shall be rotated to all the participating municipalities.
  - 6.6.2. The meetings/ hearing of the Joint Municipal Planning Tribunal shall be held at the offices of the municipality whose municipal area which the land development or land use application must be considered and determined by the Municipal Planning relates to or located.
- 6.7. Publication of Notice
  - 6.7.1. Once agreement has been reached on the contents of the agreement, it will publish as required in terms of section 34 (3) of the Act.
  - 6.7.2. When the Joint Municipal Planning Tribunal is ready to commencement operations the municipal managers of the parties shall jointly publish the notice referred to in section 37 (4) of Act.

## 7. CONDITIONS OF EMPLOYMENT AND REMUNERATION OF MEMBERS

- 7.1. The conditions of employment and remuneration of the officials of Joint Planning Tribunal is the responsibility of the party that appointed such members and it shall administer such appointment accordingly.
- 7.2. Members drawn from private sector will be remunerated with employment agreement and paid by the host municipality. Such remuneration will be recuperated from the participating municipalities on the basis of the provisions contained in paragraph 10 of this agreement.
- 7.3. Each party must ensure that the conditions of service and job description of any of its employees appointed to be a member of the Joint Municipal Planning Tribunal enables such employee to serve as such members without let or hindrance
- 7.4. The Municipal Manager of each party must apply and enforce the provisions of the relevant sections of the Municipal Planning Legislation adopted by each participating municipality that apply to the operations of the Joint Municipal Planning Tribunal

## 8. PERIOD OF OFFICE OF MEMBERS

- 8.1. The term of office of all members of Joint Municipal Planning Tribunal shall be commensurate with the period that the Joint Municipal Planning Tribunal is established, subject to the provisions to the provision of section 37 (1) of the Act.
- 8.2. A member of the Joint Municipal Planning Tribunal will cease to be a member of such Tribunal:
  - On the death of such member;
  - 8.2.2. In the case of resignation of such member made in writing and submitted to the Municipal Manager of the party that appointed such member;

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 From: M. M. V.N.  
 D. S. S. K.  
 S. M.

8.2.3. by resolution made on good and sufficient grounds adopted by the Municipal Council of one or more of these parties

8.3. For the purposes of clause 8.2.3. Good and sufficient grounds shall be restricted to one or both of the following:

- (a) That the member has failed to attend meetings of the Joint Municipal Planning Tribunal when he or she was in terms of this agreement, obliged to attend such meetings unless he or her or due to ill-health or close family bereavement.
- (b) That the members participation in the work of the Joint Municipal Planning Tribunal is of such a poor standard, objectively determined so as to undermine the effectiveness and efficiency of the Tribunal.

**9. CHAIRPERSON AND DEPUTY CHAIRPERSON**

9.1. The Technical Support Forum must designate a chairperson and deputy chairperson for the Joint Municipal Planning Tribunal from the members who are registered planners, attorney s or advocates.

9.2. The deputy chairperson of the Municipal Planning Tribunal must act in place of the chairperson of Municipal Planning Tribunal whenever the chairman is not available.

9.3. If the office of deputy chairperson of the Joint Municipal Tribunal is vacant or if a deputy chairperson is unable to act as chairperson the deputy chairperson must designate one of the remaining members who are registered planners, attorney or advocate to that post.

9.4. The Technical Support Forum may for good and sufficient reasons, revoke the appointment of a member of the Municipal Planning Tribunal to those offices.

**10. FUNDING**

10.1. Each party is responsible for the cost of the operation of the Joint Municipal Planning Tribunal on a pro-rata basis as set out in the Development Planning Shared Services Business Plan.

10.2. The Municipal Manager of the hosting municipality shall;

Assume primary responsibility for the cost referred to in clause 10.1.

On a quarterly basis submit an invoice to the other parties for their share of such cost.

10.3. Any party receiving an invoice in terms of clause 10.2. Shall make payment of the amount reflected within 30 days of receipt thereof.

**11. INDEPENDENCE OF TRIBUNAL**

11.1. The Joint Municipal Planning Tribunal must exercise its powers in an independent manner, free from governmental or any other outside interference or influence and in accordance with the highest standards of integrity, impartiality, objectivity and professional ethics

11.2. No person, municipality or organ of state may interfere with functioning of the Joint Municipal Planning Tribunal.

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**12. TECHNICAL AND OTHER ADVISER**

12.1. The hosting municipality shall establish and maintain -

- (a) a database of public sector technical and other advisers; and
- (b) a database of private sector technical and other advisers.

12.2. The Parties before publication of the notice referred to in clause 6.7.1. -

- (a) publish an invitation in one newspaper circulating to the municipal areas of the Parties for persons referred to in regulation 3(3) to be registered on the database of private sector technical and other advisers and may determine conditions for incorporation into that database.

12.3. The chairperson shall appoint technical and other adviser to assist the Joint Municipal Planning Tribunal per application that it has to consider and determine if necessary.

12.4. The chairperson shall first consider appointing an adviser from database of public sector technical and other advisers and only if there is no such adviser available or adviser available with the requisite knowledge and skill, shall the chairperson consider an adviser from the database of private sector technical and other adviser.

12.5. The host municipality is responsible to remunerate that technical or other adviser for services rendered to the Joint Municipal Planning Tribunal, if that adviser is not a public services official.

12.6. The Technical Support Forum must in collaboration with the parties and in accordance with such conditions as may be agreed upon, secure the services of appropriate technical advisor to provide advice and assistance to the Joint Municipal Planning Tribunal.

**13. APPLICATIONS TO BE CONSIDERED AND DECIDED BY THE JOINT MUNICIPAL TRIBUNAL**

13.1. The Parties shall in accordance with the criteria determined in the Regulation, categorise land development and land use application in corresponding manner.

13.2. The Parties shall refer such categorise of application determined by them to Joint Municipal Planning Tribunal




13.3. The Joint Municipal Tribunal shall exercise and perform the powers, duties and functions of a Municipal Planning Tribunal referred to in the Act, the relevant provincial legislation and Municipal Planning legislation adopted by Parties.

**14. APPLICATIONS AND PROCESS OF JOINT MUNICIPAL PLANNING TRIBUNAL**

14.1. A land development and land use application shall be submitted by an applicant to the municipality in whose municipal area the land to which the application the application relates is located.

14.2. The municipality in whose municipal area the land to which the application relates is located shall undertake all the required public participation procedures, intergovernmental participation procedures and internal procedures

14.3. On receipt of an application, the Chairperson shall evaluate the application and decide on the knowledge and skills required to consider and determine the application

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and designate the necessary members to consider and determine that application including the presiding officer

14.4. The Chairperson shall nominate no less than three members to consider and decide an application

14.5. The cost of the appointment of Land Development Administrator serving the Joint Municipal Planning Tribunal must be borne by the hosting municipality, who will recoup this cost from other parties

14.6. The administrative work required to be undertaken to manage and operate the Joint Municipal Planning Tribunal shall be carried out at the offices of the hosting municipality

14.7. The Land Development Administrator must on receipt of the notice and documents in consultation with the chairperson of Joint Municipal Planning Tribunal make such arrangement as are necessary to notify at least 3 members of Joint Municipal Planning Tribunal to conduct a hearing

14.8. The Land Development Administrator where application for municipal planning approval is ready for submission to Joint Municipal Planning Tribunal shall deliver to members of the hearing such application as required to be placed before the Joint Municipal Planning Tribunal

14.9. Sitting of the Joint Municipal Planning Tribunal shall as far as reasonably possible be held at the offices of the party from whom an application for municipal planning authority is submitted for decision by Joint Municipal Planning Tribunal or at a place arranged by such party

14.10. If more than one application is to be submitted to hearing then such hearing shall be held at a place determined by the chairperson of the Joint Municipal Planning Tribunal after consultation with Municipal Authorized Official.

#### 15. HEARING AND DECISIONS

15.1. The chairperson of Joint Municipal Planning Tribunal in consultation with the Land Development Administrator must refer an application to a hearing comprised of least three members of the Joint Municipal Planning Tribunal designated by the chairperson for the purposes of:

Making a recommendation on a particular application for municipal planning approval to the municipality: or

Deciding a particular application for municipal planning approval by delegated authority,

15.2. At least one of the members to whom an application for municipal planning approval has been referred to must be:

A registered planner, attorney or advocate

An official employed by the municipality

A person from outside the municipal service,

One of whom must be designated as the Presiding Officer for all matters related to that application.

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15.3. A recommendation of decision on an application for municipal planning approval is decided by a majority of the members at a hearing designated by the chairperson of a Municipal Planning Tribunal

15.4. The Presiding Officer has a casting vote in the event of an equality of votes

15.5. The Presiding Officer must sign the decision of the hearing to Joint Municipal Planning Tribunal

15.6. The Land Development Administrator must once the Joint Municipal Planning Tribunal has made decision or on its instruction refer the application back to the relevant Municipal LDA concerned with the decision or instruction, refer the application back to the relevant Municipal LDA concerned with the decision or instruction of the Joint Municipal Planning Tribunal

15.7. On receipt of the decision or instruction the Municipal Authorised Official must proceed therewith in terms of the adopted planning legislation of the municipality in whose area of jurisdiction the application is lodged

#### **16. ASSETS**

16.1. The Joint Municipal Planning Tribunal shall not acquire any assets or incur liabilities and shall not employ any staff.

#### **17. DEVELOPMENT PLANNING SHARED SERVICES**

17.1 Where personnel, who form part of the Development Planning Shared Services (DPSS) on a full time basis in a municipality, perform the functions envisaged in SPLUMA, then they shall be bound by the conditions of this agreement in the same way as permanent staff.

#### **18. TRANSITION**

18.1. If this agreement is cancelled for any reason whatsoever, then, despite such cancellation, the Joint Municipal Planning Tribunal must remain in existence and complete all applications then before it unless:

18.1.1. Such application is transferred with consent of the parties to the application, to a Municipal Planning Tribunal established by the parties to this agreement for their own areas of jurisdiction, or

18.1.2. Such application is transferred, with the consent of the parties to the application, to another Joint Municipal Planning Tribunal having jurisdiction, or

18.1.3. Acceptable arrangements are made by unanimous agreement by the parties to deal with such existing applications.

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**19. DISPUTES**

19.1. Any disputes which arises between the parties in connection with the interpretation of or giving effect to this agreement shall be resolved amicably through consultation and negotiation.

19.2. Should a dispute remain unresolved, the provision of Intergovernmental Relations Framework Act 13 of 2005 shall apply in the absences of specific dispute resolution measures prescribed by the Act.

**20. LIMITATION OF LIABILITY**

20.1. Notwithstanding anything contained in this agreement, the parties maximum liability shall be limited to –

- (a) an act or omission of the authorised official referred to in section 35(2) of the Act and
- (b) the act or omission of a member of Joint Municipal Planning Tribunal in the year that the Party responsible for the operational expenses of the Joint Municipal Planning Tribunal

**21. MISCELLANEOUS AND FURTHER INTEPRETATION**

21.1. This agreement constitutes the entire contract between the parties relative to the subject matter hereof and this agreement cancels any prior agreement between the parties with regard to the subject matter hereof unless specified to the contrary.

21.2 No variation of any of the terms and conditions of this agreement including to this clause will be binding on the parties unless committed to writing and signed by them respectively

21.3. No indulgence that any party may grant to any other shall prejudice or constitute a waiver of rights of the grantor, who shall not thereby be precluded from exercising any right against the grantee that may have arisen in the past or might arise in the future.

21.4. Provide that onus shall be on the party giving the notice to prove delivery, any notice required to be given to the party under this agreement shall deemed to have been received:

21.4.1. immediately if hand delivered to the address of received party recorded under or in terms of clause 15.5.

21.4.2. within 72 hours of being posted by prepaid registered post and addressed to the receiving party at the address recorded in clause 15.5.

21.4.3. immediately if sent by fax at the telefax number of the receiving party recorded in clause 15.5.

21.5. The parties to this agreement choose a domicilium citandi et executandi for all purposes under this agreement at the following address and contact particulars:

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 M. T. M. V. N. S.S.A.  
 M. T. M. M. J. S.M.

**Municipality 1: Mandeni Local Municipality KZN 291**

Postal Address : Mandeni Local Municipality

P. O. Box 144

Mandeni

4490

Physical Address : 2 Kingfisher Road

Mandeni

Telephone Number : 032 456 8200

Telefax number : 032 456 2504

**Municipality 2 : Ndwedwe Local Municipality KZN 293**

Postal Address : Private Bag X 503

Ndwedwe

4342

Physical Address : Road P100

Ndwedwe Court House

Telephone Number : 032 532 5000

Telefax Number : 032 532 5031

**Municipality 3: - Maphumulo Local Municipality DC 294**

Postal Address : Private bag X 9205

Maphumulo

4470

Physical Address : MR 711 Lot 52

Telephone Number : 032 481 4500

Telefax number : 032 481 2053

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21.6. Either party may alter any detail contained in clause 17.5 on giving the other party 7 days written notice thereof.

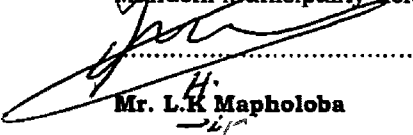
21.7. Notwithstanding anything to the contrary in this agreement contained, a written notice or communication actually received by ta Party shall be adequate written notice or communication to it, notwithstanding that it has not been sent or deliverd at a chosen domicilium citandi et exectandi

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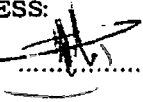


**MUNICIPALITY 1: MANDENI MUNICIPALITY**

Signed at Mandeni on the 12<sup>th</sup> day of November 2015 by L.H. M. Mapholoba in his/ her capacity as the Municipal Manager of Mandeni Municipality, he being duly authorised by a resolution adopted by the Municipal Council of Mandeni Municipality Reference number **C090** Date of reference number : **30 June 2015**

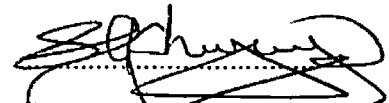
  
Mr. L.K Mapholoba

WITNESS:

1. 

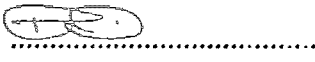
12/11/2015

Date

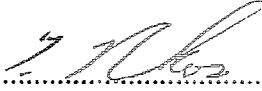
2. 

**MUNICIPALITY 2: NDWEDWE MUNICIPALITY**

Signed at Ndwedwe on the 4<sup>th</sup> day of November 2015 by Thabeta Cibane in his/ her capacity as the Municipal Manager of Ndwedwe Local Municipality, she being duly authorised by a resolution adopted by the Municipal Council of that Ndwedwe Municipality Reference number **NDW: 54/08/14**, Date of reference number: **28 August 2015**

  
Ms. T Cibane

WITNESS:

1. 

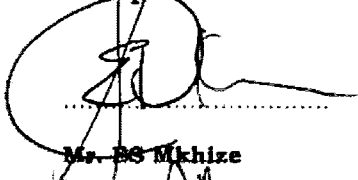
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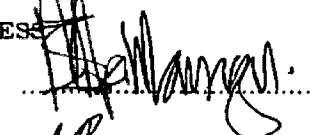
2. 

**MUNICIPALITY 3: MAPHUMULO MUNICIPALITY**

Signed at Maphumulo on the 3<sup>rd</sup> day of November 2015 by S.E. Mkhize in his capacity as the Municipal Manager of Maphumulo Local Municipality, he being duly authorised by a resolution adopted by the Municipal Council of Maphumulo Municipality Reference number **MAPCO: 64/03/15**, Date of reference number **11 September 2014**.

  
Mr. S.E Mkhize

WITNESS:

1. 

03/11/2015

Date

2. 