

TRIPARTITE SERVICE LEVEL AGREEMENT

entered into by the

MUNICIPALITY OF SWELLENDAM

and the

MUNICIPALITY OF HESSEQUA

and the

LOWER BREEDE RIVER CONSERVANCY TRUST

Registration No IT 410/2000

regulating certain funding, financial, compliance and conservation management services in
the designated area of the Breede River Estuary.

THE PARTIES AGREE AS FOLLOWS:

1. PARTIES TO THE AGREEMENT

The parties to this agreement are

- 1.1 The **Swellendam Municipality** as a demarcated local municipality, herein represented by _____ in her capacity as **Municipal Manager** of the **Swellendam Municipality**.
- 1.2 The **Hessequa Municipality** as a demarcated local municipality, herein represented by _____ in his capacity as **Municipal Manager** of the **Hessequa Municipality**.
- 1.3 The **Lower Breede River Conservancy Trust**, a registered qualified nongovernmental organisation (NGO) with **Registration Number IT 410/2000**, represented herein by Andrew Crawford _____ and duly authorised thereto by resolution of its Trustees. Resolution attached as **Appendix I**.

2. DEFINITIONS

In this agreement, unless the context otherwise requires, the words and expressions listed in Appendix II shall have the meanings thus assigned to them.

3. INTERPRETATION

The rules of interpretation for this agreement are set out in **Appendix III** hereto.

4. DURATION OF THE AGREEMENT

- 4.1 This agreement shall commence on **1 July 2024** and shall terminate on **30 June 2027**, irrespective of its date of signature.
- 4.2 The parties shall have the option to extend this agreement for further periods and shall exercise this option by giving written notice to the other parties not later than one month before the aforementioned termination date and subject to both parties' executives approval.

5. PURPOSE OF THE AGREEMENT AND APPOINTMENT

- 5.1 Various legislation places certain environmental service delivery responsibilities on Swellendam Municipality and Hessequa Municipality with regard to river management, (hereinafter the respective parties are collectively referred to as the **Municipalities**)
- 5.2 Lower Breede River Conservancy Trust as LBRCT:
 - 5.2.1 The Lower Breede River Conservancy Trust; a duly registered Public Benefit Organisation acts as the service delivery authority for both Swellendam Municipality

(since 2003) and the Hessequa Municipality (since 2009) in the context of a Service Level Agreement in the designated area of the Breede River Estuary;

5.2.2 The Lower Breede River Conservancy Trust employs trained and experienced personnel and has the resources and experience to ensure continuing cost-effective compliance and has the requisite operational efficiency to address environmental service delivery to the Municipalities.

5.2.3 The Lower Breede River Conservancy Trust [hereinafter referred to as the LBRCT] is hereby contracted in terms of this agreement to deliver the services required by the Municipalities [hereinafter referred to as the **Municipalities**].

5.3 The LBRCT shall conduct its obligations and duties in terms of this agreement as an independent contractor and not be regarded as being in the employ of the respective Municipalities.

5.4 The purpose of this agreement is not to pay the LBRCT for services rendered but to allocate funds to the LBRCT in support of their functions and duties and in lieu of the grant funding allocated in terms of section 67 of the MFMA, to expect from the LBRCT to render the functions and take responsibility for the obligations as stipulated in this agreement.

5.5 The grant funding allocated to the LBRCT does not constitute a commercial or business transaction.

6. FUNDING ARRANGEMENTS

6.1 The Municipalities' agree to allocate grant funding to the LBRCT in terms of this agreement to assist the LBRCT in line with their Trust mandate as stipulated in this agreement and further in order to ensure that the duties and responsibilities for the management of the Breede River Estuary, the environmental responsibilities and the enforcement of the municipal by-laws is effectively and efficiently dealt with by the LBRCT;

6.2 The amount of funding considered by the respective municipalities for payment to the LBRCT shall be based on an annual submission of income and expenditure projections by the LBRCT and shall be considered for approval and funding in the annual operational and adjustment budgets of the respective municipalities.

6.3 Payment for services rendered shall, in the first instance, be set off against all revenue collected by the LBRCT on behalf of the respective Municipalities in terms of this agreement.

6.4 Any shortfall of funds approved in the operational adjustment budgets of the respective Municipalities, after taking into account the revenues collected as envisaged in clause 6.2, shall be paid in equal shares by the respective municipalities

and paid at quarterly intervals on submission of financial reports on income and expenditure.

- 6.5 Where costs for services are requested by one of the Municipalities only, these shall be for its account only and not be shared between the two Municipalities.
- 6.6 The amount of revenue collected on behalf of the municipalities in a previous financial year shall be the benchmark used to estimate the funding requirements for the next financial year.
- 6.7 Funding allocations to the LBRCT will be regarded as 'transfer payments' as governed by the Local Government Municipal Finance Management Act, 2003 (Act 56 of 2003), [hereinafter referred to as the MFMA] more specifically section 67(1) and (3).
- 6.8 The procedure and protocols regarding revenue generation, the instituting of claims for funding allocations and transfers and relevant reporting and monitoring shall be governed through the Liaison Committee as envisaged in clause 9 below.
- 6.9 The LBRCT retains the discretion to subsequently spend the cash received on any goods and/or services according to their individual needs subject to compliance with the stipulations of this agreement.

7. DUTIES AND RESPONSIBILITIES OF THE LBRCT

7.1 Financial management

- 7.1.1 The LBRCT shall provide the Municipalities annually by February of each year, with the following:
 - i) Its most recent financial statements prepared by a registered accountant accompanied by a certificate from its auditor that the LBRCT has established effective, efficient and transparent financial management and internal control systems;
 - ii) A business plan for the next financial year, with a proposed budget for the costs to be incurred by the LBRCT with regards to its operations together with a breakdown to indicate the envisaged revenue to be collected for services rendered, as well as the anticipated shortfall to be financed by the two Municipalities;
 - iii) An operating budget based upon the actual audited costs incurred by the LBRCT in providing the required services in a previous financial year, with motivated increases, as and where necessary; and shall include items of a capital nature which are required for service delivery; and b) an income budget based on the estimated income to be received;

- iv) A motivated proposal for consideration and due processing by the Municipalities regarding fees to be imposed for the registration and licensing of boats in the designated area of the Breede River Estuary;
- v) A certificate from its Chief Executive Officer which refers to the following:
 - functions and objectives of the LBRCT provided for by law or this agreement;
 - the extent to which the LBRCT achieved its objectives for the financial year concerned;
 - appropriate performance information regarding the economical, effective and appropriate utilisation of funds; and
 - an indication of other funds, if any, received from other organs of State, as well as any undertaking given with regards to such funding.

7.1.3 The LBRCT shall be obliged to manage, enforce and collect:

- i) prescribed fees in respect of licences required for activities related to boats on the Breede River Estuary; and
- ii) predetermined fines to be imposed in respect of contraventions of the municipal by-laws applicable to river management.

7.1.4 The LBRCT shall ensure that all income derived in terms of this agreement; whether collected by the LBRCT or received as a grant or funding from the Municipalities shall be paid into an exclusive bank account operated in the name of the Lower Breede River Conservancy Trust.

7.1.5 The LBRCT shall keep accurate records of all payments made from or received into this bank account and shall provide monthly management reports of this account to the Municipalities, with a breakdown of monthly expenditure within each month, or as and when required on reasonable written notice from the Municipalities.

7.1.6 The LBRCT shall ensure that all income derived in terms of this agreement is used exclusively for the management, control and the conservation of the designated area of the Breede River Estuary.

7.1.7 Interest earned may only be utilised for the benefit of the project.

7.1.8 Expenditure vouchers, indicating the project reference, must be retained for audit purposes.

7.1.9 The LBRCT grants authorised Municipal officials access to its financial records at all reasonable times and these officials shall be entitled to inspect the LBRCT's records at the LBRCT's premises, after reasonable notice has been given.

7.1.9. A financial statement, preferably audited, but at least certified as materially correct by a registered accountant, which indicates the total allocation, total expenditure and total interest generated must be forwarded to the respective Municipalities within six months at the end of the LBRCT's financial year and should include at least the following:

- (i) Audit report;
- (ii) Report confirming all assets of the LBRCT, including the assets of the Municipalities;
- (iii) Financial statements consisting of the following:
 - income statement;
 - expenditure statement;
 - balance sheet;
 - cash flow statement;
 - notes to the financial statements; and
 - any other documentation required by legislation.

7.2 Asset management

7.2.1 It is recorded that the LBRCT will use its own infrastructure to perform in terms of this agreement.

7.2.2 Assets provided to the LBRCT directly by the Municipalities or purchased with funds generated in terms of this agreement shall be managed by the LBRCT for the duration of this agreement but shall remain the property of the Municipalities and only revert back to the Municipalities on termination of this agreement.

7.2.3 The LBRCT shall ensure that proper risk mitigation measures for the protection and safeguarding and insurance of Municipal assets are implemented and maintained; and shall heed the management of asset standards in relation to the MFMA.

7.3 Registration and licensing of boats

7.3.1 The policy, protocol and documentation relating to the registration and licensing of boats shall be regulated via the Liaison Committee.

7.3.2 The LBRCT shall be responsible for the registration and licensing of boats and shall be required to inspect boats in the designated area of the Breede River Estuary for due compliance with the by-laws in this regard.

7.3.3 Registration and licensing of boats shall be in accordance with fees as prescribed by the Municipalities.

- 7.3.4 The LBRCT shall be entitled to appoint and manage vendors for the sale of such registrations and licences on a commission basis in terms of the regulated policy and protocol envisaged in clause 7.3.1.
- 7.3.5 Commission paid to vendors for the collection of revenues due in terms of this agreement shall be recorded as an expense in the budget of the LBRCT.
- 7.3.6 The LBRCT shall be responsible for maintaining a database of all boats registered and licensed in terms of this agreement and shall provide an updated copy of the database via the Liaison Committee to the Municipalities on an annual basis and shall allow reasonable access to information on the database whenever requested.
- 7.3.7 The LBRCT shall render reports on a quarterly basis to the Liaison Committee on all relevant activity in relation to the boat database.
- 7.3.8 Any application for the registration and/or licensing of any houseboat and/or commercial craft and/or boat over seven metres long (including any sailing boat) and/or with the capacity to carry a crew and/or passenger of 12 or more for commercial or other use shall be referred via the Liaison Committee together with recommendations from the LBRCT for approval by the Municipality.
- 7.3.9 It is recorded that the Municipalities shall also register and license boats directly. Income received in this regard shall be separately accounted for and paid over to the LBRCT in accordance with a protocol as determined by the Liaison Committee.
- 7.3.10 Should the Municipalities in terms of its regulations and any relevant legislation order the removal of any boat from the designated area of the Breede River Estuary; and require the LBRCT's assistance therein; any liability and claims related to damage or loss arising from the related action shall rest with the Municipalities.

7.4 Law Enforcement

- 7.4.1 The LBRCT shall be responsible for the enforcement of the by-laws regulating the use of the Breede River Estuary and associated legislation and regulations advised from time to time via the Liaison Committee.
- 7.4.2 Qualifying individuals in the employ of the LBRCT shall be issued with appropriate licence cards identifying them as authorised peace officers appointed by the Municipalities for the purpose of enforcement of the by-laws and associated legislation and regulations.
- 7.4.3 The Municipalities and LBRCT shall by mutual agreement determine the scope and extent of additional law enforcement duties, such as those relating to the Marine Living Resources Act 18 of 1998 with amendments and Fishing Control Officers, and responsibilities in terms of other municipal by-laws and statutory responsibilities and

delegate same to specific individuals in the employ of the LBRCT by means of specific appointment letters.

7.5 Conservation Management Services

7.5.1 The LBRCT shall continue its current level of conservation activities and management in the designated area of the Breede River Estuary in relation to but not restricted to water quantity and quality, the conservation of biodiversity, land use and infrastructure development and promoting education and awareness.

7.5.2 The parties to this agreement are aware that the Integrated Coastal Management Act, 2008 (No 24 of 2008) details institutional arrangements to contribute to cooperative coastal management in South Africa right at municipal government level and are aware furthermore of the existence of the responsibilities arising out of such direction.

7.5.4 Any extension of the LBRCT's duties to assist in the actual implementation of the Breede River Estuary Management Plan over and above those duties agreed between the LBRCT and DEA&DP shall be governed under terms and conditions of this agreement and determined at Liaison Committee level.

7.5.5 The LBRCT shall be entitled to submit an interim budget for any additional operating costs that may arise as a result of such extension of its duties.

7.6 Other

7.6.1 The LBRCT shall from time to time, at the discretion of the respective Municipalities, be requested to provide comment on applications relating to land use planning and building plans for the area within the required periods for each application.

7.6.2 LBRCT shall represent and act on behalf of the respective Municipalities on environmental forums to the extent agreed upon with the Liaison Committee.

7.6.3 LBRCT is also hereby appointed as management agent on behalf of the Swellendam Municipality for implementing the Operational Plans and managing the Infanta Slipway, the Moddergat Slipway and the Malagas West Bank Slipway. The management of the slipways shall be funded separately by the Swellendam Municipality in terms of a separate agreement.

8 DUTIES AND RESPONSIBILITIES OF THE MUNICIPALITIES

8.1 Financial management

8.1.1 The Municipalities shall consider and resolve any queries; disagreements and adjustments to the budget submitted by the LBRCT, and

8.1.2 shall confirm approval of the budget before 15 June of each year.

8.1.3 The Municipalities warrant that fees approved for imposition on the registration and licensing of boats in the designated area of the Breede River Estuary have been duly processed in terms of all legislation and regulations including the MFMA.

8.1.4 The Municipalities shall communicate the claims protocol and procedures by means of the Liaison Committee and shall be responsible for the transfer of all income derived in terms of this agreement to the LBRCT.

8.2 Law Enforcement

8.2.1 The Municipalities shall from time to time communicate additional associated legislation and regulations via the Liaison Committee for enforcement by the LBRCT. Scope and extent of such enforcement shall be determined via the Liaison Committee.

8.2.2 Authorised officials of the Municipalities shall assist the LBRCT in law enforcement operation as and when agreed at Liaison Committee level.

8.2.3 Law enforcement shall be delegated by the Municipalities to specific individuals in the employ of the LBRCT and confirmed by means of certificate of appointment as duly authorised agents and law enforcement officers for the relevant regulations and legislation.

8.2.4 The Municipalities shall provide assistance where possible, in the spirit of this agreement, to train designated individuals in the operation of law enforcement. The cost of such training shall be directly for the Municipalities.

8.2.5 The Municipalities shall provide individuals authorised for law enforcement with the appropriate documentation, including identification, warning notices and fine books to enable such persons to enforce the provisions of the by-laws and associated legislation as provided for in this agreement.

8.2.6 Revisions to, and guidelines on, the practical application of the by-laws shall be communicated to the LBRCT via the Liaison Committee.

8.3 Other

8.3.1 The Municipalities shall make available and/or grant access to all applications for land use planning and building for the area to the LBRCT for comment.

8.3.2 The Municipalities shall be responsible for ensuring legislative compliance with regard to all actions taken and duties and responsibilities carried out in terms of this agreement, particularly in relation to public participation.

8.3.3 The Municipalities shall be responsible for making public the particulars of this agreement as required by Law.

9. LIAISON COMMITTEE

- 9.1 The parties to this agreement shall within 30 days from date of signature; confirm the details of the nominated individuals for the Liaison Committee from within their respective organisations to function as a coordinating body to ensure proper communication and liaison on all services and protocols as envisaged and reflected throughout this agreement.
- 9.2 The Liaison Committee shall be representative of all parties to the agreement and meet at least once a quarter for reporting and to provide facilitation in the implementation of this agreement.
- 9.3 The Liaison Committee role shall include, but not be restricted to:
 - 9.3.1 regulating and monitoring the conditions and provisions of this agreement to ensure uninterrupted service delivery in the best interests of the community and environs of the designated area of the Breede River Estuary; and reviewing annually the performance of the LBRCT in terms of this agreement;
 - 9.3.2 monitoring the building of jetties and slipways;
 - 9.3.3 monitoring of status of land use planning and building plan applications; and
 - 9.3.4 resolving any disputes arising regarding the enforcement of the by-laws and other legislation or regulations in an appropriate manner.

10. INDEMNITY

- 10.1 The parties to this agreement hereby record that the LBRCT shall be operating as an independent body to the Municipalities.
- 10.2 The Municipalities shall, for purposes of the agreement, indemnify the LBRCT from any claims for damages or losses of whatever nature, which arise from this project, carried out by the LBRCT in terms of this agreement, unless such damages or losses arise directly from the wilful or grossly negligent conduct of the LBRCT or its employees.
- 10.3 The parties to this agreement hereby record that no party shall be liable to another for any loss, injury or any other incident suffered or incurred by another party, or for any failure to comply with its obligations in terms of this agreement due to strikes, irregular industrial actions, riots, storms, explosions, force majeure occurrences, war (declared or undeclared) or any other similar cause beyond the reasonable control of any party, and any failure or delay by any party in the performance of any of its

obligations in terms of this agreement, due to any of the foregoing causes shall not be considered to be a breach of this agreement.

11. NATURE OF CONTRACT

- 11.1 It is specifically recorded that this contract is not a contract of employment and that the LBRCT and any person appointed by the LBRCT shall not be regarded as an employee of the Municipalities.
- 11.2 This agreement constitutes the sole record of the agreement between the parties in regard to the subject matter thereof, but does not seek to limit any statutory powers and functions of the parties.
- 11.3 No addition to, variation or consensual cancellation of this agreement shall be of any force and effect unless reduced to writing and signed by, or on behalf of the parties to this agreement.
- 11.4 All appendices to this agreement are regarded as an integral part of this agreement.

12. SERVICE LEVEL

In the event that the LBRCT defaults in the provision of acceptable service levels, the Municipalities shall advise the LBRCT in writing, which advice shall be accompanied by reasons and substantiated evidence. The LBRCT shall upon receiving such complaint investigate it and report its findings to the Liaison Committee and at Liaison Committee level resolve on the implementation of corrective measures. Unresolved issues shall be referred for arbitration in terms of clause 16 of this agreement.

13. BREACH

- 13.1 The parties agree to act in good faith and reasonably at all times; and warrant that they shall not do anything to prejudice or detract from the rights or obligations of each other.
- 13.2 Should any party to this agreement breach any provision of the agreement, the aggrieved party shall give the party in breach fourteen days written notice in which to rectify the breach.
- 13.3 Should the party alleged to be in breach disagree, the matter shall be referred to arbitration for resolution as provided for in terms of clause 16.
- 13.4 Subject to clause 13.3, failure to rectify the breach within the specified time period shall entitle the aggrieved party to withdraw from this agreement by written notice addressed and delivered to the domicilium citandi et executandi of the party in breach and the other party thereto.

- 13.5 It is however specifically recorded that should the breach of the defaulting party relate to a material matter such as fraud or financial mismanagement, the other party shall be entitled to execute its remedies allowed by law to immediately resilie from this agreement in order to mitigate its risks, notwithstanding the provisions of clauses 13.3 or 16. In this regard, if the LBRCT is the defaulting party, the Municipalities shall be entitled to cancel this agreement and claim back all allocated funds with interest.

14. DOMICILIUM CITANDI ET EXECUTANDI

- 14.1 The parties record their addresses for purpose of giving notice, for the serving of any process and for any other purpose arising from this agreement as follows:

SWELLENDAM MUNICIPALITY:

Physical address: 49 Voortrek Street, Swellendam

E-mail address: info@swellenmun.co.za

HESSEQUA MUNICIPALITY:

Physical address: Van Den Berg Street, Riversdale

E-mail address: mm@hessequa.gov.za

LOWER BREEDE RIVER CONSERVANCY TRUST:

Physical address: 2 Main Road, Witsand

E-mail address: info@breede-river.org

- 14.2 Notice to change the above addresses to any other physical address in South Africa may be given in writing to each other.

15. NOTICES

- 15.1 Notices in terms of this agreement are required to be in writing which shall include electronic communication.

- 15.2 All notices given shall be presumed, until proven to the contrary by the other party; to have been received by the addressee:

15.2.1 at the time of delivery, if delivered by hand at the addressee's domicilium;
and

15.2.2 seven days after sending via a recognised courier and signed for by the receiving party;

15.2.3 within 48 working hours after electronic transmission.

16. ARBITRATION

- 16.1 Disputes on any matters arising out of this agreement between the parties which cannot be settled after all reasonable efforts to settle such disputes through consultation and negotiation have failed can be referred to arbitration by any party.
- 16.2 Written notice of arbitration setting out the particulars of the dispute must be given to the other party.
- 16.3 Arbitration hearing shall be conducted under the auspices of the Association of the Arbitration Foundation of Southern Africa (AFSA) and commence not later than 3 days after receipt of notice to that effect and shall be completed within 14 days after notice of arbitration has been given.
- 16.4 All parties must agree to the appointment of a suitable arbitrator, failing which an arbitrator shall be appointed by the chairman of AFSA.
- 16.5 The decision of the arbitrator shall be final and binding for both parties. Either of the parties shall be entitled to have such a decision be made an order of the court with competent jurisdiction.

17 TERMINATION OF AGREEMENT

- 17.1 Upon termination of this agreement, whether in terms of clause 4.1 or for any other reason mutually agreed upon by the parties, all capital assets in possession of and purchased by the LBRCT from funds generated in terms of this agreement shall be transferred back to the Municipalities and all surplus income shall be transferred to the Municipalities, provided that the LBRCT shall be entitled to deduct from any monetary surpluses it holds, the monetary value of any damages suffered as a result of any breach of by the municipalities.

THUS, DONE AND SIGNED BY REPRESENTATIVES OF THE PARTIES WHO WARRANT THAT THEY ARE DULY AUTHORISED THERETO ON THISDAY OF 2024.

As witnesses:

1. _____

2. _____

SWELLENDAM MUNICIPALITY

THUS DONE AND SIGNED BY REPRESENTATIVES OF THE PARTIES WHO WARRANT THAT THEY ARE DULY AUTHORISED THERETO ON THISDAY OF2024.

As witnesses:

1. _____

_____ 2. _____

HESSEQUA MUNICIPALITY

THUS DONE AND SIGNED BY REPRESENTATIVES OF THE PARTIES WHO WARRANT
THAT THEY ARE DULY AUTHORISED THERETO ON THIS..... DAY OF2024.

As witnesses:

1. _____

_____ 2. _____

LOWER BREEDE RIVER CONSERVANCY TRUST

Appendix I: Resolution of the Lower Breed River Conservancy Trust

Appendix II: Definitions

Appendix III: Rules of Interpretation

Appendix II

DEFINITIONS

The following words and expressions shall have the following meanings in this agreement unless otherwise required by the context in which they are used:

Agreements refers to this agreement and all schedules, appendices, attachments, addendums and variations or amendments thereof, duly effected in terms of this agreement.

By-law refers to the by-laws promulgated by the Swellendam Municipality for the control and use of the Breede River, and by the Hessequa Municipality for the control and use of the Breede River, as noted in Appendix IV and any subsequent amendments.

Designated area of the Lower Breede River and Breede River Estuary shall mean the area of jurisdiction for the operation of the LBRCT as envisaged in the applicable estuary management plan approved in accordance with the national estuarine management protocol; the exact parameters of which shall be confirmed and documented at Liaison Committee level.

Fees refers to the fees, tariffs and fines, as determined by the Municipalities in conjunction with the LBRCT's budget proposal, to be paid for licensing, registration and operating of boats in the designated area of the Lower Breede River and Breede River Estuary.

Signature date refers to the date of the signing of this agreement by the last party signing it.

APPENDIX 111

RULES OF INTERPRETATION

1. Unless inconsistent with the context in which it is used in this agreement, a word or expression which denotes:
 - 1.1 Any gender includes the other gender;
 - 1.2 A natural person includes a corporate body, all forms of firms or associations and vice versa;
 - 1.3 Singular includes the plural and vice versa;
 - 1.4 Time shall be reference to South Africa time;
 - 1.5 A day shall be reference to a calendar day.
2. Derivatives of any word or expression shall have corresponding meanings, unless inconsistent with the context in which they are used in this agreement.
3. Headings of paragraphs and / or clauses shall not be used in the interpretation thereof.
4. Any number of days prescribed in this agreement, shall be considered exclusively of the first day and inclusively of the last day.
5. When figures are referred in numerals and in words, the words shall prevail if there is any conflict between the two.
6. All reference to a statutory provision or enactment shall include references to any amendment, modification or re-enactment of any such provision or enactment, whether before or after the date of signature, to any previous enactment which has been replaced or amended and to any regulation or order made under such provision or enactment.
7. All appendices are and shall remain an integral part of this agreement.



Hessequa Municipality

Environmental Management

Minutes of Stakeholder Engagement: Breede River SLA held in Witsand on Monday 4 March 2024 at 09:30.

1. Opening and Welcome

SC opened the meeting and welcomed everyone.

2. Attendance and Apologies

The attendance register was circulated and has been signed by all attendees.

3. Background

Cllr GB gave a background regarding the Service Level Agreement (SLA) that was signed in 2021. He informed the meeting that not all community members were happy with the said agreement between Hessequa Municipality, Swellendam Municipality and the Lower Breede River Conservancy Trust (LBRCT). The idea with the new agreement is to do proper stakeholder engagement before signing the new SLA for an additional three years.

4. Slipway

EH mentioned that three (3) people have fallen at the slipway in the past six (6) months.

EH mentioned that the Kraaltjie is filled with mud and maintenance is not done. She is of the opinion that someone should take responsibility for the cleaning of the Kraaltjie.

SC confirmed that the slipway is not the responsibility of the LBRCT and suggested that the municipality (Technical) clean the slipway once a month.

5. Signage

EH suggested a warning sign be erected to warn users of the potential risks of slipping and falling. **PH to arrange for signage on all slipways.**

6. Boating Permits

EH enquired about the difference in boating tariffs between smaller and bigger motors.

AC explained the progressive approach to determining the boating tariffs, similar to that of income tax, vehicle license, etc.

EH suggested that the permits should be valid for one year, regardless of when the permit was bought. **LBRCT to investigate and provide feedback.**

7. Trustees

EH asked if it could be possible to recruit a trustee from Witsand, seeing that all trustees are based on the Swellendam side of the estuary. AC welcomed the idea and mentioned that a female trustee would be preferred, seeing that the current trustees are all male. **EH to source a potential trustee and provide nominees to the LBRCT.**

8. General

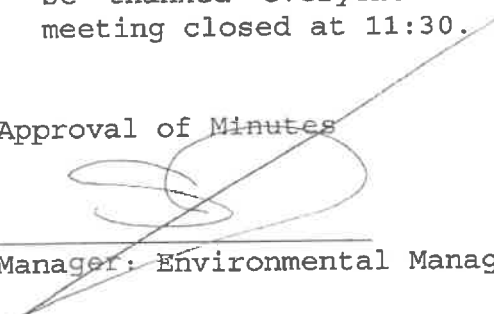
EH asked whether other options have been explored in terms of potential service providers. **SC confirmed that other parties were invited, but to date no proposals has been received. SC to send proof to EH.**

9. Closure

In closing EH confirmed that the Witsand Ratepayers Association is comfortable with the signing of the SLA and look forward to a great working relationship to the benefit of the greater Witsand community.

SC thanked everyone for their attendance and declared the meeting closed at 11:30.

Approval of Minutes



Manager: Environmental Management

Community Engagement Tri-Party Service Level Agreement: Proposals 16 May 2024

1

Why are we here

- LBRCT current contract with municipalities (tripartite SLA) ends June 2024 and municipalities are in process of making a new appointment for period 1 July 2024 – 30 June 2027
- Feb 2021 (prior to previous 3-year contract) – CERC/BRSA presented a business case to Hessequa and Swellendam municipalities for a new model
- The proposal was rejected (still not clear why) and LBRCT contract was renewed for a further 3 years
- February 2024 **Hessequa municipality asked** if we were still interested in submitting a business plan for consideration as alternative service provider
- *Assumption: current SLA (and per meeting Agenda) is requirement*



2

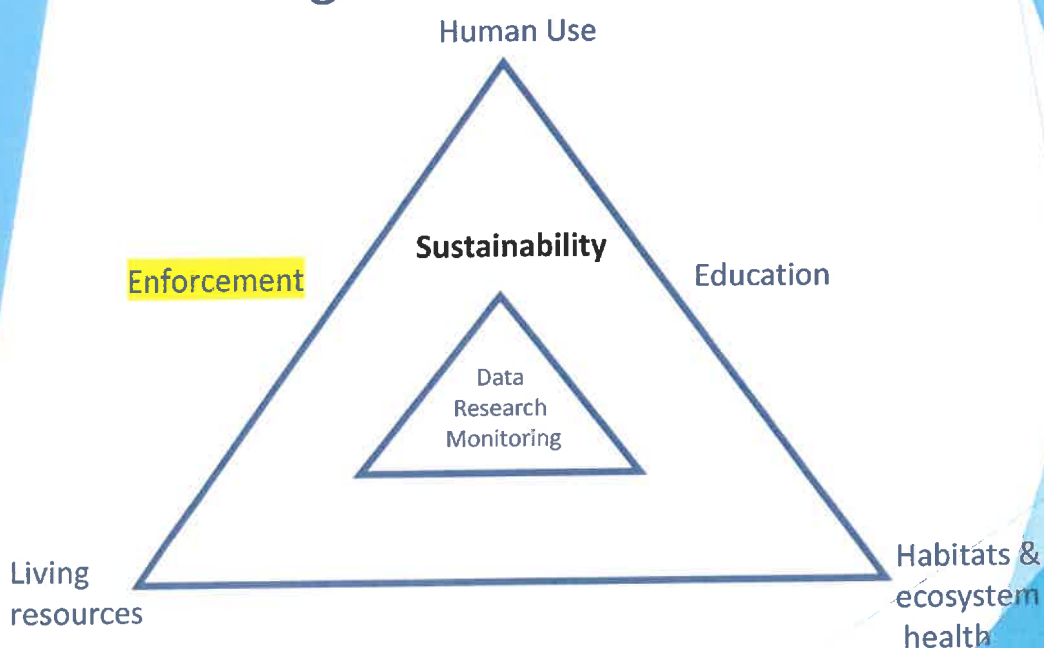
Background

- **THIS IS NOT A TENDER PROCESS – FUNDING IS PROVIDED BY WAY OF RE-DIRECTING BOAT LICENSE FEES AND GRANT-IN AID TRANSFERS**
Allows requirements of Municipal Finance Act to be by-passed
- The organisation shall be operating as an independent body to the municipalities
- The contract (SLA) is not a contract of employment and that any person appointed by the organisation shall not be regarded as an employee of municipalities



3

The Big Picture



4

Context

South Africa is committed to participatory and inclusive government: **in particular, co-operative and integrated management** of natural resources – both **between spheres of government** and different user communities

Breede is particularly complex and presents challenges

- 2 local municipalities, 2 district municipalities
- Provincial and national government departments
- large - physical size
- **size and diversity of the recreational user base**
- **very important** component of local **Tourism** Industry
- high Conservation Importance – multiple dimensions



5

Estuary Management

Responsible Managing Agent (RMA)

- **Department Environment Affairs & Development Planning – DEADP – Provincial Government**

(Partner with local, district and national government)

Responsible for

- EMP
- Implementing Agent
- Advisory Forum - BREAF
- Enforcement/Compliance with all legislation (bylaws, national, provincial) – key performance metrics in EMP



6

Appropriate Models

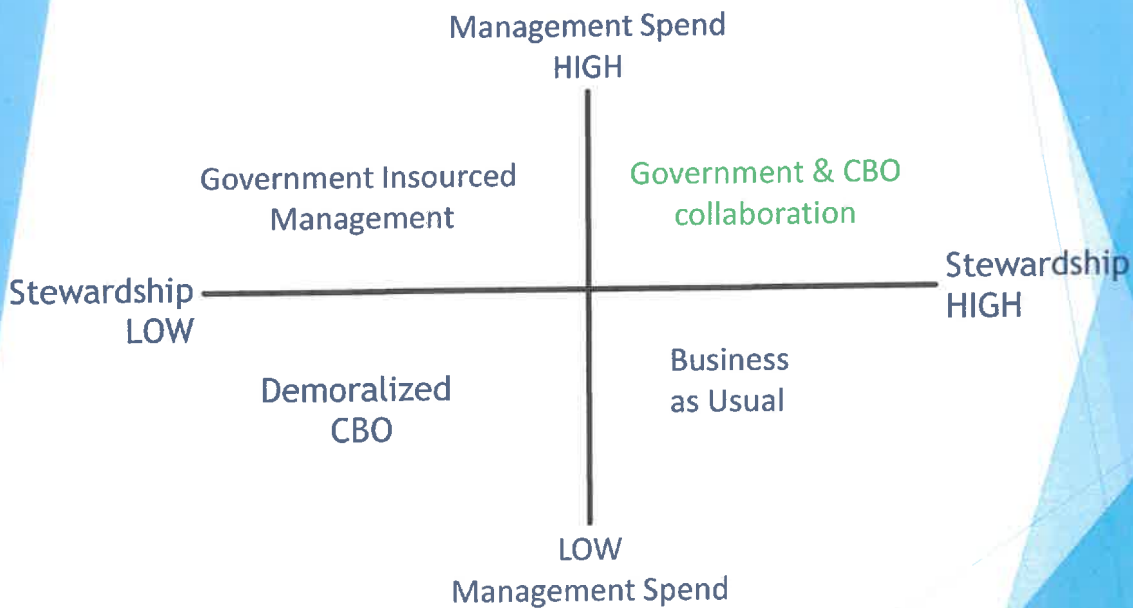
COST BENEFIT ANALYSIS FOR THE MANAGEMENT OF THE BREEDE RIVER ESTUARY: Baseline Assessment, Management Scenarios, Business and Recommendations

Report by: Myles Mander and James Blignaut
 Futureworks
 Date: 15 March 2018
 Report: Final Report
 Western Cape Government BID WC DEADP 829



7

Scenarios



8

Government and CBO - Collaboration scenario

- Reflects an institutional relationship where **provincial government partners with district and local municipalities and community-based organization(s)**
- They **collectively take responsibility** for the management of the estuary and upstream catchment
- This approach **leverages private and public sector support and investment** for estuary management.
- The system grows in resilience and value, and becomes a national asset and plays a growing role in the municipal and provincial economy.

It is likely to render most “bang for buck”



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History

- BRSA/CERC started investigating options for enforcement on the Breede in 2020
- CapeNature had developed and prototyped on Berg estuary a public/private partnership (civil society/government) model - and was functioning well (Berg has own issues – bigger, more degraded, more complex socio-economics)
- Civil society provide finance to subsidize salaries of CapeNature ranger(s) - fulltime resources for a particular system – CapeNature provides additional resources, Opex, infrastructure etc.
- 2021 – CERC/BRSA presented a business case to Hessequa and Swellendam municipalities for this model



10

Implementation of the Municipal River Management By-law

A new approach

Partnership

Supported by

Hessequa & Swellendam Municipalities

Centre for Estuarine Research and Conservation
cerc.org.za

CapeNature
Conserve. Explore. Experience.

BRSA
BREEDER RIVER STAKEHOLDERS ASSOCIATION

Other Community support

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Background to the organization

Centre for Estuarine Research and Conservation
cerc.org.za

BRSA
BREEDER RIVER STAKEHOLDERS ASSOCIATION

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CERC

The Centre for Estuarine Research and Conservation

The primary mission of the organisation is to a catalyst for sustainable utilization and management of estuaries and associated ecosystems through scientific research and monitoring activities. Initial primary focus is the Breede River Estuary.

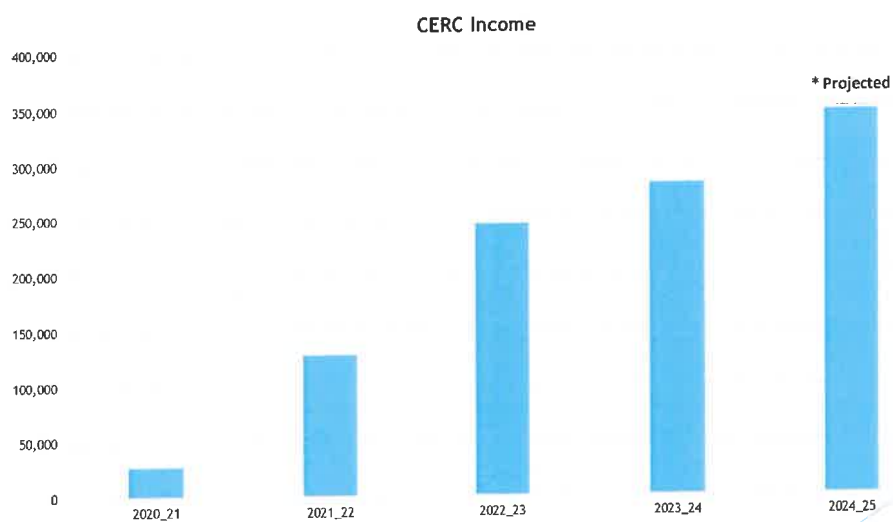
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CERC is a Non-governmental organisation based in Witsand
 The company was established in 2020 (formally incorporated and registered in August 2021)
 Legal Structure – Not for Profit Company (NPC) No: 2021/787491/08
 Registered with the Department of Social Development as a NonProfit organisation No: 267-348 NPO
 Registration as Public Benefit Organisation (PBO) underway
 Company managed by Board of Directors

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Only 5 years old but significant achievements (business focus)



Note - Excludes Community Funding For Pilot project



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Our Partners



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BRSA

BRSA (Breede River Stakeholders Association) is an NGO based in Witsand - a Non-Profit Company (NPC) with members

The primary mission of the organisation is to proactively promote the sustainable utilization and management of the Breede River, particularly its unique estuary and associated ecosystems and to facilitate local community participation in governmental initiatives which impact this.

Formed in 2016 in response to gazetting of EMP as informal association

The company was formally incorporated and registered in July 2020



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A partnership which brings together private sector resources to leverage government enforcement powers and sustainability expertise



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CapeNature

Long history and vast experience

CapeNature is a government entity responsible for managing and maintaining terrestrial nature reserves and marine protected areas in the Western Cape Province.

As custodian of the province's natural environment, CapeNature is tasked with nature conservation and awareness, preserving biodiversity, and providing facilities for education, research and training, enforcing legislation.

Through a variety of targeted programs and projects, CapeNature staff strive to conserve the province's natural heritage to ensure a sustainable future.



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CapeNature is a Schedule 3C public entity, mandated in terms of Schedule 4 of the Constitution which sets out functional areas of concurrent national and provincial legislative competence. CN rangers can enforce the following national legislations as fishery control officers (FCO) and S20 appointed Nature Conservation Officers.

1. *Marine Living Resources Act, 1998 (Act 18 of 1998)*
 2. *National Environmental Management: Integrated Coastal Management Act, 2008 (Act 24 of 2008)*
 3. **National Veld and Forest Fire Act, 1998 (Act 101 of 1998)**
 4. **Sea Birds and Seals Protection Act, 1973 (Act 46 of 1973)**
 5. **Seashore Act, 1935 (Act 21 of 1935)**
 6. **Threatened or Protected Marine Species Regulations, 2017**
 7. **Nature Conservation Ordinance No. 19 of 1974**
 8. **Forest Act, 1984 (Act 122 of 1984)**
 9. **Civil Aviation Act, 2009 (Act 13 of 2009)**
 10. **Criminal Procedure Act, 1977 (Act 51 of 1977)**
 11. **National Prosecuting Authority Act (Act 32 of 1998)**
- As Peace Officers – municipalities can empower them to enforce bylaws



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Structure of the organization



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Directors

- Sean Eekhout – Financial Management , Technology, Data Science, Strategic Relationships (Exec) Permanent Resident Witsand
- Craig Midgley – Conservation, Education, Communication (Exec) Permanent Resident Witsand
- Natalie Raad –Governance, Risk, Fundraising (Non Exec) Cape Town



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Structure

Management

- Sean Eekhout
- Pierre de Villiers (CapeNature)

Field Staff

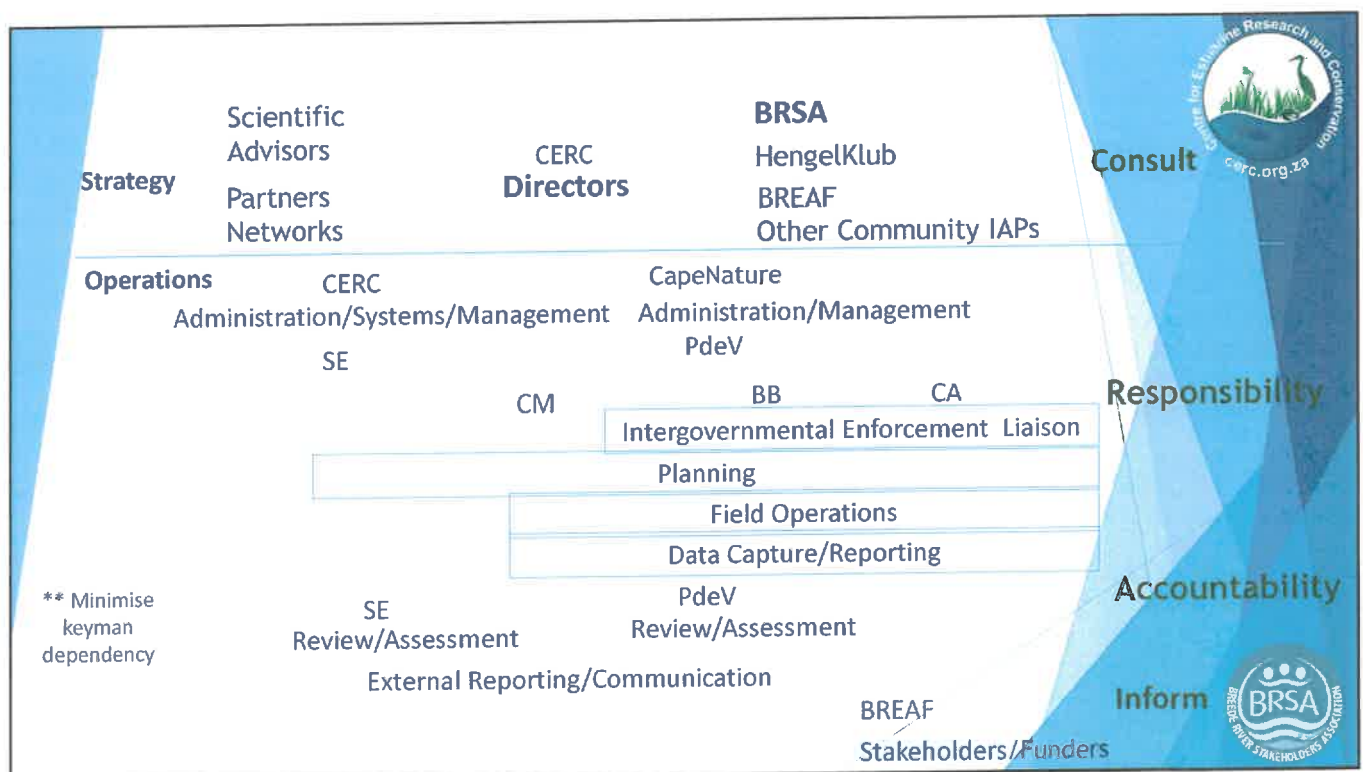
- Craig Midgley – CERC
- Brenton Booysen (CN)
- Curtly Ambrose (CN)

Future

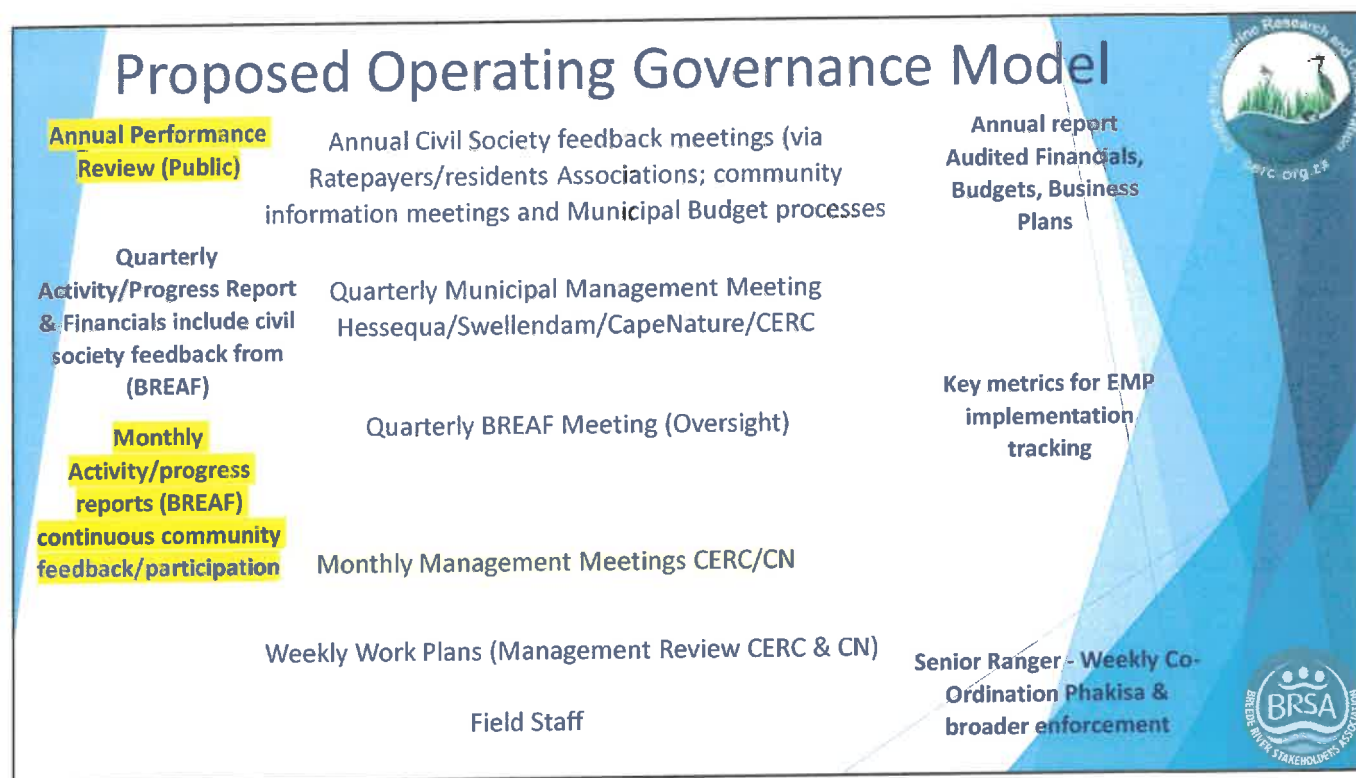
- Ranger 1(CN- PO, FCO)
- Ranger 2(CN- PO, FCO)
- Ranger 2(CN- PO, FCO)



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Experience

Sean Eekhout - B.Sc. Hons Marine Biology

Permanent Witsand Resident 5+ yrs, visiting for 45+ yrs)

- 10+ years experience research scientist and environmental consultant
- 25+ years experience as IT specialist (business intelligence, financial reporting and systems integration)
- Author/coauthor of 30+ scientific papers and research reports related to diverse environmental issues (marine -estuary/intertidal, riverine ecosystems)
- Extensive experience in managing teams (2 – 25 individuals) and operations/projects (R30m+ budgets)



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Experience

Environmental Impact Assessment–Robben Island proposed visitor upgrades.

Coastal Management Policy Program: Study on related initiatives currently underway in South Africa

Preliminary Classification of the Ecological Importance of **Riverine Ecosystems** in the Western Cape Province: **Protocol for Assessing Ecological Importance.**

Report on the study of **natural recovery** of overburden dumps on DBCM properties in Namaqualand.

A preliminary report on the feasibility and effectiveness of the Ruimsig Entomological reserve in protecting the butterfly species *Aloeides dentatis*: **the role of active management** in manipulating population size.

Preliminary Assessment of impacts of proposed increase in Oyster Farming Operations in **Knysna Estuary.**

Branch, G.M.; Eekhout, S. & Bosman, A.L. 1990. Short-term effects of the 1988 **Orange River floods** on the intertidal rocky-shore communities of the open coast. Trans. R. Soc. S. A.

Emanuel, B.; Bustamante, R.H.; Branch, G.M. Eekhout, S. & Odendaal, F.J. 1992. A zoogeographic and functional approach to the **selection of marine reserves** on the west coast of South Africa.

Eekhout, S.; Raubenheimer, C.M; Branch, G.M; Bosman, A.L & Bergh, M.O 1992. A holistic approach to the **exploitation of intertidal stocks**: limpets as a case study.

Bustamante, R. H, Branch, GM, Eekhout, S, Robertson, B, Zoutendyk, P, Schleyer, M, Dye, A, Keats, D, Jurd, M, & McQuaid, CD 1995. Gradients of intertidal productivity **around the coast** of South Africa and their relationship with consumer biomass.



30



PIERRE DE VILLIERS

- **CapeNature Senior Manager for Marine and Coast Operations**
- MSc (Ichthyology and Fisheries Science)
- 30+ years' experience – Marine & Freshwater conservation
- Implemented the CAPE Estuaries Programme (groundbreaking estuary management work, scientists and managers) – Breede
- 2020 involved in the creating of CapeNature Marine and Coasts Operations

“Partnerships have been crucial in the creation and implementation of Marine and Coasts Operations within CapeNature (management, monitoring, enforcement, education and awareness). The CERC MOU is an example of a successful partnership that has improved management, monitoring and awareness opportunities at the Breede Estuary”




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BRENTON BOOYSEN

- Qualified Field Ranger (Aardvark Nature College)
- 16 years experience in marine and terrestrial conservation.
- Appointed Peace Officer, Fishery Control Officer
- ICS 200 certification as a Fire Boss
- Qualified skipper to 15Nm.
- Goukamma Nature Reserve and Marine Protected Area
- Dyer Island monitoring endangered seabirds
- Overberg anti-poaching Ranger




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CURTLY AMBROSE

- National Diploma in Nature Management
- 6 years experience - terrestrial and coastal environments
- Inverdoorn Game Reserve
- SANCCOB (Coastal Birds)
- Appointed Peace Officer
- First Aid Level 1
- Snake identification and handling
- ICS 100, ICS 200, ICS 700 (Incident Command)
- HAZWOPER (Hazardous Waste)



33



CRAIG MIDGLEY

- Craig graduated from Rhodes University with a MSc based on the fish assemblages in the Breede estuary (**Trends in the fish assemblage structure of two South African transition-zone estuaries : can these trends be linked to climate change?**)
- 10+ years experience, coastal and estuarine conservation
- Extensive experience in seabird rehabilitation
- Qualified skipper
- Peace Officer Training completed



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Experience - Pilot project

- MOU with CapeNature signed in October 2022
- contractual agreement rests with CERC, community funded and supported
- two fulltime dedicated CapeNature rangers have been based in Witsand for the past 14 months
- enforcement activities, data collection, education and awareness
- focused on utilization of the living resources in the estuary and compliance with MLRA regulations
- enforce local river bylaws were not included in the pilot stage
- **become clear that the by-law enforcement can be easily accomplished in addition/alongside to the current approach and focus**



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Pilot project Results

Annual report

Annual Report
CERC/CN MOU 2023_2024



Monthly reports

CERC/CapeNature MOU
Monthly Report - April 2024

1. Introduction	
2. Objectives	
3. Methodology	
4. Results	
5. Discussion	
6. Conclusion	
7. Recommendations	
8. References	
9. Appendix	
10. Glossary	
11. Acknowledgements	
12. Contact Information	
13. Disclaimer	
14. Privacy Policy	
15. Terms and Conditions	
16. Copyright	
17. License	
18. Trademark	
19. Patent	
20. Other	



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Pilot project period (Mar 2023 – Feb 2024)

ANGLING/BAIT LICENSE CHECKS

1 326 individuals were approached and their fishing/bait licenses inspected

- 66 warnings issued
- 2 fines issued

CATCH INSPECTIONS

738 catches were inspected

- 7 warnings issued
- 7 fines issued
- 1 case docket (arrest and boat confiscated)

(~350 boat licenses checked – informally - alongside inspections)

EDUCATION, MONITORING, RESCUE/STRANDINGS, SPECIAL PROJECTS
(detailed in annual report)



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"My personal but limited interaction to 4 days in March was great. I was present when local a skipper's boats was inspected after a day in the West and went well from both parties. The correct approach always facilitates a positive outcome."

"Jy en jou span het baie ouens (my ingesluit) laat anders dink oor bewaring..en julle 'approach' na publiek tel baie. Dankie"

"Definitely value and great to have them here. Really good for Witsand and greater Breede and ocean."

"From my regular encounters with this team, the Project seems well-founded and the guys involved (Brenton and crew) are true professionals, clearly with conservation at heart. Their good relationship with the regular fishermen speaks volumes and they inspire compliance without being unreasonably overbearing. Well done and much appreciation to all involved! 🙌🙌🙌" "I agree 100% 🙌🙌🙌"

"I am very happy with Brenton and his team, checking that we hold our conservation at all times strong"

"The Team are a pleasure, I actually look forward to encountering them and engaging in quick chat. What a pleasure. 🙌🙌"



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		Community Funds				CERC Funds		Cape Nature Funds		
		574,000				216,000		144,000		
		MOU Initiation Cost	MOU Rangers Cost	MOU Operational Cost	Rental Cost (Rangers Accomodation and Office)	CERC Staff Costs	CERC Operational Costs	CN Operational Spend	CN Maintenance Spend	Total Costs
Mar	23	20,000	35,000		7,500	16,000	2,000	7,000	5,000	92,500
Apr	23		35,000		7,500	16,000	2,000	7,000	5,000	72,500
May	23		35,000	11,000	7,500	16,000	2,000	7,000	5,000	83,500
Jun	23		35,000		7,500	16,000	2,000	7,000	5,000	72,500
Jul	23		35,000		7,500	16,000	2,000	7,000	5,000	72,500
Aug	23		35,000	11,000	7,500	16,000	2,000	7,000	5,000	83,500
Sep	23		35,000		7,500	16,000	2,000	7,000	5,000	72,500
Oct	23		35,000		7,500	16,000	2,000	7,000	5,000	72,500
Nov	23		35,000	11,000	7,500	16,000	2,000	7,000	5,000	83,500
Dec	23		35,000		7,500	16,000	2,000	7,000	5,000	72,500
Jan	24		35,000		7,500	16,000	2,000	7,000	5,000	72,500
Feb	24		35,000	11,000	7,500	16,000	2,000	7,000	5,000	83,500
TOTAL		20,000	420,000	44,000	90,000	192,000	24,000	84,000	60,000	934,000



Centre for Ecosystem Research and Conservation
cerc.org.za



BRSA
BIODIVERSITY RESOURCE STEWARDS ASSOCIATION

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2 worlds operating independently



CapeNature

MLRA
ICMA

Provincial/National
Seashore Act
Environmental
Legislation (dumping,
pollution etc.)

←→

←→

Duplication of effort
Coordination less than
successful (WhatsApp)

LBRCT



Boat licenses
Municipal by law

MLRA
ICMA

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FINANCIALS



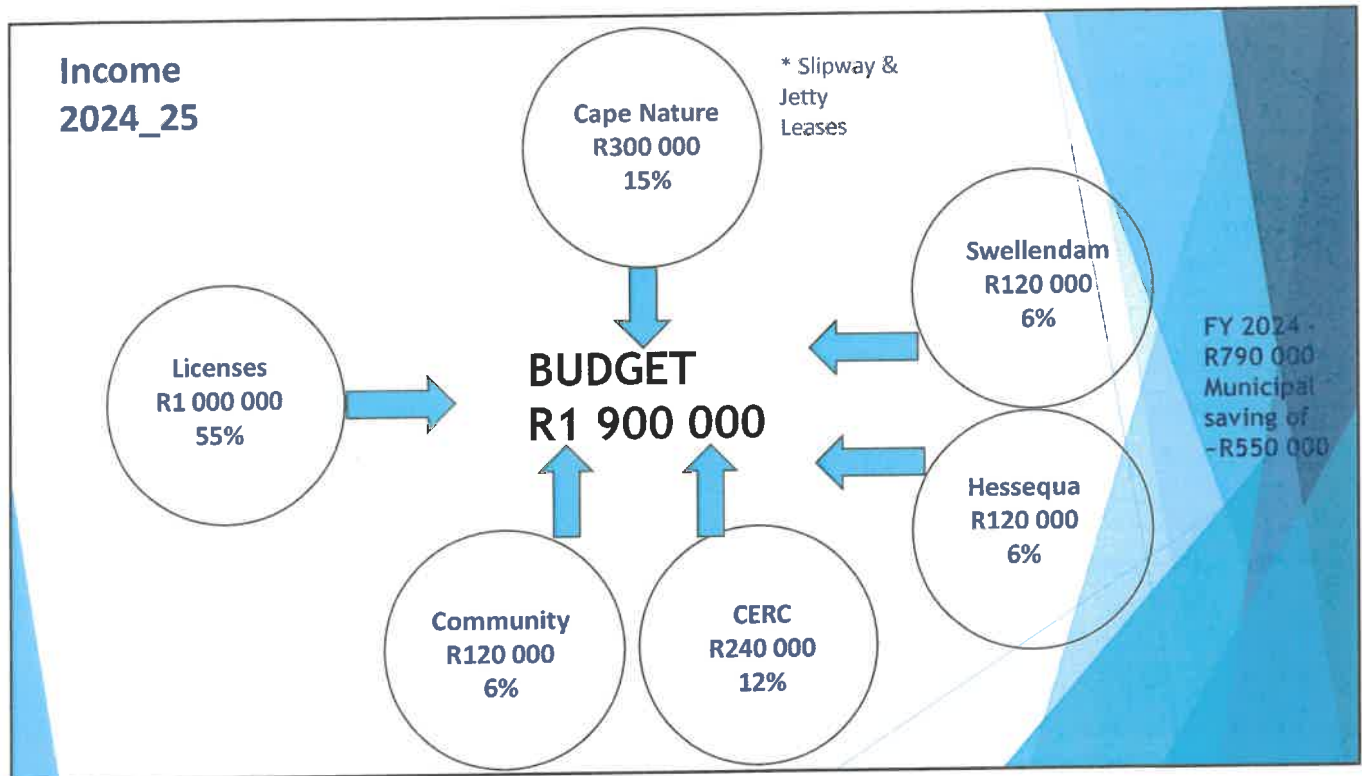
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Budget 2024_25

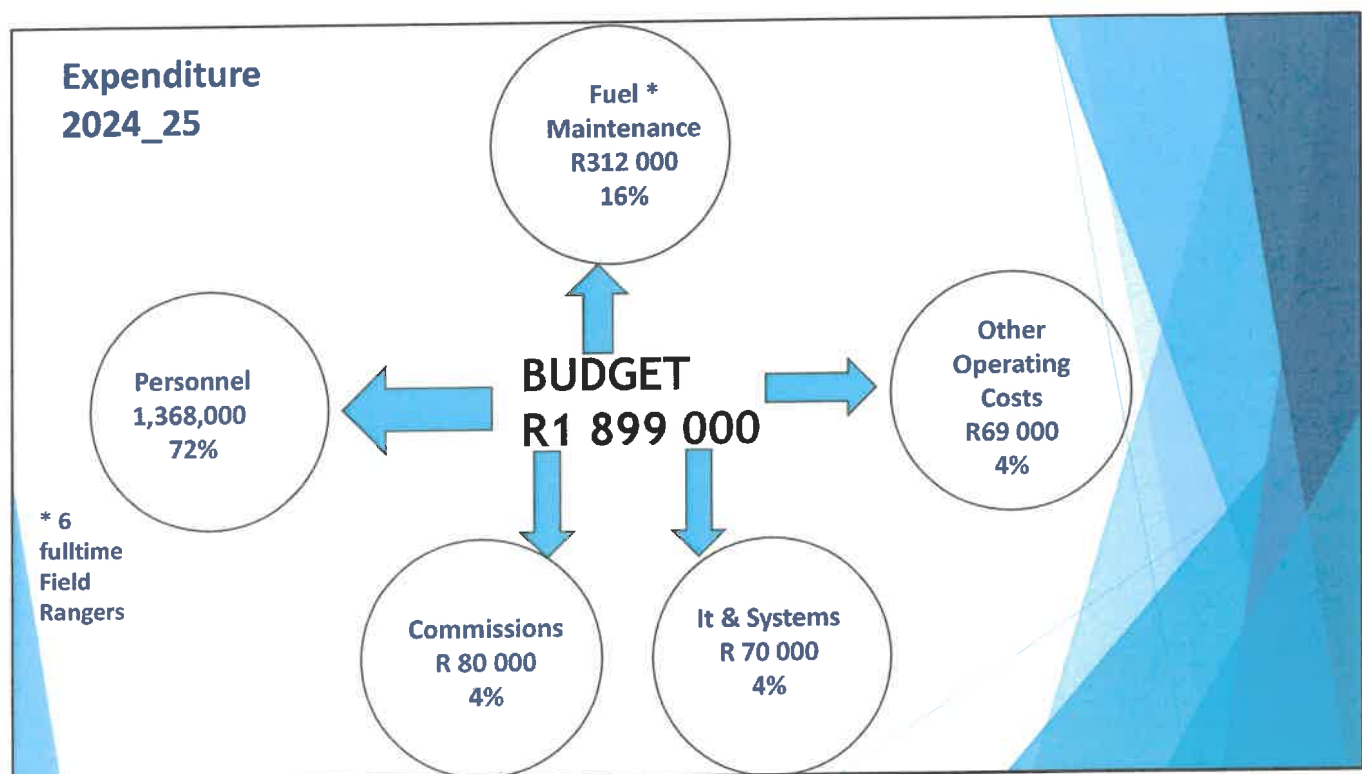
2024_25	% Share	Combined	Municipal Funding	CERC Contribution	Community Funds	Capenature Contribution
Income						
Boat License Fees	52.6	1,000,000	1,000,000			
Municipal Subsidies Swellendam	6.3	120,000	120,000			
Municipal Subsidies Hessequa	6.3	120,000	120,000			
CERC Funding	12.6	240,000		240,000		
Community Subsidies	6.3	120,000			120,000	
CapeNature Operational costs	15.8	300,000				300,000
TOTAL		1,900,000	1,240,000	240,000	120,000	300,000
Expenditure						
Commissions Paid (Sales)		80,000				
Accounting & Administration		24,000				
Audit fee		15,000				
Communication		24,000				
IT (Software Licensing)		6,000				
IT (systems)		40,000				
Fuel- Boats & Vehicles		252,000				
Insurance		6,000				
Maintenance - Boats & Vehicles		60,000				
Personel		1,368,000				
offices		6,000				
Printing & Stationary		12,000				
Education Programmes		6,000				
TOTAL		1,899,000				
Surplus/Deficit for the year		1,000				



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Budget Assumptions

Income

Boat license Fee income of R 1 million for 2024/25 increasing by 4% p.a
Municipal contribution fixed at R120k pa from each municipality for period of 3 years

Increased CERC, Community & CapeNature contributions Year 3 (Year 2 - commission savings, system spend completed)

Expenditure

Commissions only for 2024/25 – online licensing system

Costs assumed to increase by ~6% p.a. (efficiencies)

Personnel Costs based on **6 field rangers** -enforcement and conservation activities

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Budget 2025_26

2025_26	% Share	Combined	Municipal Funding	CERC Contribution	Community Funds	CapeNature Contribution
Income						
Boat License Fees	54.7	1,040,000	1,040,000			
Municipal Subsidies Swellendam	6.3	120,000	120,000			
Municipal Subsidies Hessequa	6.3	120,000	120,000			
CERC Funding	12.6	240,000		240,000		
Community Subsidies	6.3	120,000			120,000	
CapeNature Operational costs	15.8	300,000				300,000
TOTAL		1,940,000	1,280,000	240,000	120,000	300,000
6% increase						
Expenditure						
Commissions Paid (Sales)						
Accounting & Administration		25,500				
Audit fee		16,000				
Communication		25,500				
IT (Software Licensing)		6,500				
IT (systems)		18,000				
Fuel- Boats & Vehicles		267,000				
Insurance		6,500				
Maintenance - Boats & Vehicles		66,000				
Personel		1,450,000				
offices		6,500				
Printing & Stationary		13,000				
Education Programmes		36,000				
TOTAL		1,936,500				
Surplus/Deficit for the year		3,500				

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Budget 2026_27

2026_27	% Share	Combined	Municipal Funding	CERC Contribution	Community Funds	Capenature Contribution
Income						
Boat License Fees	56.9	1,082,000	1,082,000			
Municipal Subsidies Swellendam	6.3	120,000	120,000			
Municipal Subsidies Hessequa	6.3	120,000	120,000			
CERC Funding	14.2	270,000		270,000		
Community Subsidies	6.8	130,000			130,000	
CapeNature Operational costs	17.9	340,000				340,000
TOTAL		2,062,000	1,322,000	270,000	130,000	340,000
6% Increase						
Expenditure						
Commissions Paid (Sales)						
Accounting & Administration		27,000				
Audit fee		17,000				
Communication		27,000				
IT (Software Licensing)		7,000				
IT (systems)		2,000				
Fuel- Boats & Vehicles		285,000				
Insurance		7,000				
Maintenance - Boats & Vehicles		73,000				
Personel		1,555,000				
offices		7,000				
Printing & Stationary		13,500				
		40,000				
TOTAL		2,060,500				
Surplus/Deficit for the year		1,500				



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Available infrastructure, assets and resources



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Infrastructure

Offices (Administration Hub and small laboratory)



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Infrastructure

- CERC (Research Vessel) CapeNature supplied (Enforcement)



- CapeNature committed to additional vehicle and vessel should we expand to the team of 6 rangers



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Available resources

Accommodation

- In Witsand for ranger team
- In Infanta for ranger team

Boat Storage

- On both sides for boats
- Also potential in Infanta for small office presence



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Sale and reconciliation of licenses (how and where)



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Sales

2024/25 Financial Year

Continue with status quo

Sale of licenses primarily through sales outlets (Nellas, Living the Breede, Breede Lodge Harbour, ?Riverine, Swellendam outlets)

Along with sales from CERC office in Witsand

2025/26 Financial Year and forward

Proposal for online sales system (cf. fishing licenses)

Do away with stickers –(printed document, phone)

Significant cost savings and recon effort



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Reconciliation

2024/25 Financial Year

Offices in Witsand

- license outlet sales recons
- license outlet commission recons
- bank statement recons

2025/26 Financial Year and forward

- Offices in Witsand
- Automate reconciliation as part of license sales system

Maintain database of all registered boats and license details



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Implementation of the Municipal River Management By-law relating to safe and lawful recreational activities:

- boat licence tariff structure



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Boat Licence Tariff Structure

- CERC/BRSA and private individuals have made representation to municipalities 2021 2022 on alternatives
 - current model - complex, irrational, unsustainable, not equitable
 - various alternative options exist
- Ultimately the tariff structure is municipal competency – advice only
- 2024/25 – Already through public comment so will be used as is



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Boat Licence Tariff Structure

2024/25 Financial Year

- Facilitate public participation process
- Significant preparation work/impact analysis done
- Simpler process – align with other systems
- Remove complexity (total HP model not 1 or 2 engines, HP bands)
- Make more equitable
 - huge (exponential) differential between small and large engines
 - options other than just annual and daily (monthly, 6 monthly), rolling 12 months not tied to financial year
- 2 vs 4 stroke



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Implementation of the Municipal River Management By-law relating to safe and lawful recreational activities:

- enforcement of the bylaws



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			Number of half days with weather suitable for fishing related recreational activity	
			# Mornings 5am -12pm)	# Afternoons 12pm -8pm)
Mar	23	Summer	22	20
Apr	23	Summer	24	22
May	23	Winter	23	22
Jun	23	Winter	15	12
Jul	23	Winter	12	7
Aug	23	Winter	13	10
Sep	23	Winter	10	9
Oct	23	Winter	18	12
Nov	23	Summer	25	22
Dec	23	Summer	21	19
Jan	24	Summer	28	22
Feb	24	Summer	25	17

Summer months, approximately ~10 -20 % of mornings and ~25 – 30% of afternoons
 Winter, during best months, ~40% of mornings and ~60% of afternoons
 Not suitable and utilized for recreational purposes (**need for enforcement negligible**)

Over the full year period ~ 30-40% of time is unsuitable for recreational activity.

- Flexible and ongoing planning of activities and capacity is therefore critical
- **A limited mandate results significant downtime**

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How

- Slipway checks
- River Patrols – behavior - (especially up-river) adequate budget available
- Education – similar to what we have achieved with MLRA – “influencer approach”
- Detailed Planning essential

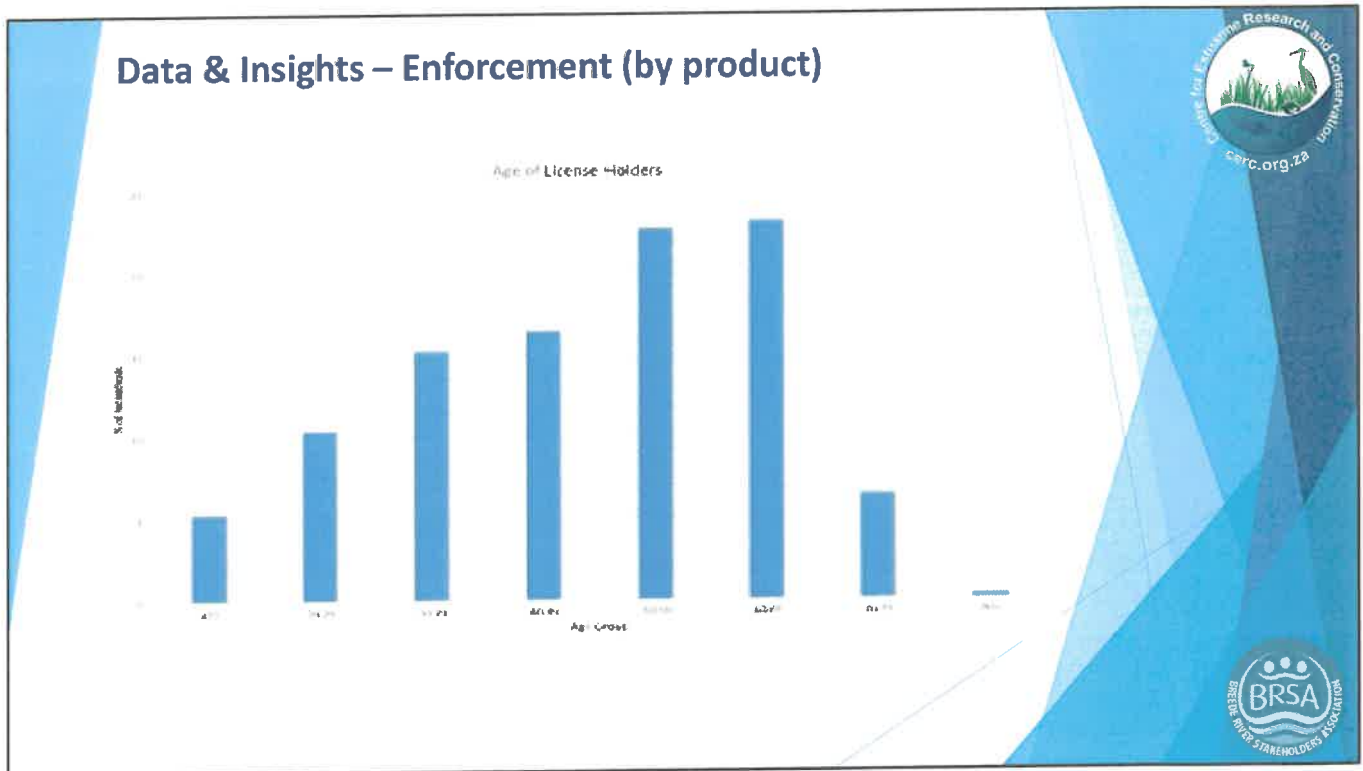
Gaps

- Events Management – Policy ?
- Visiting Commercial Operators – Policy?

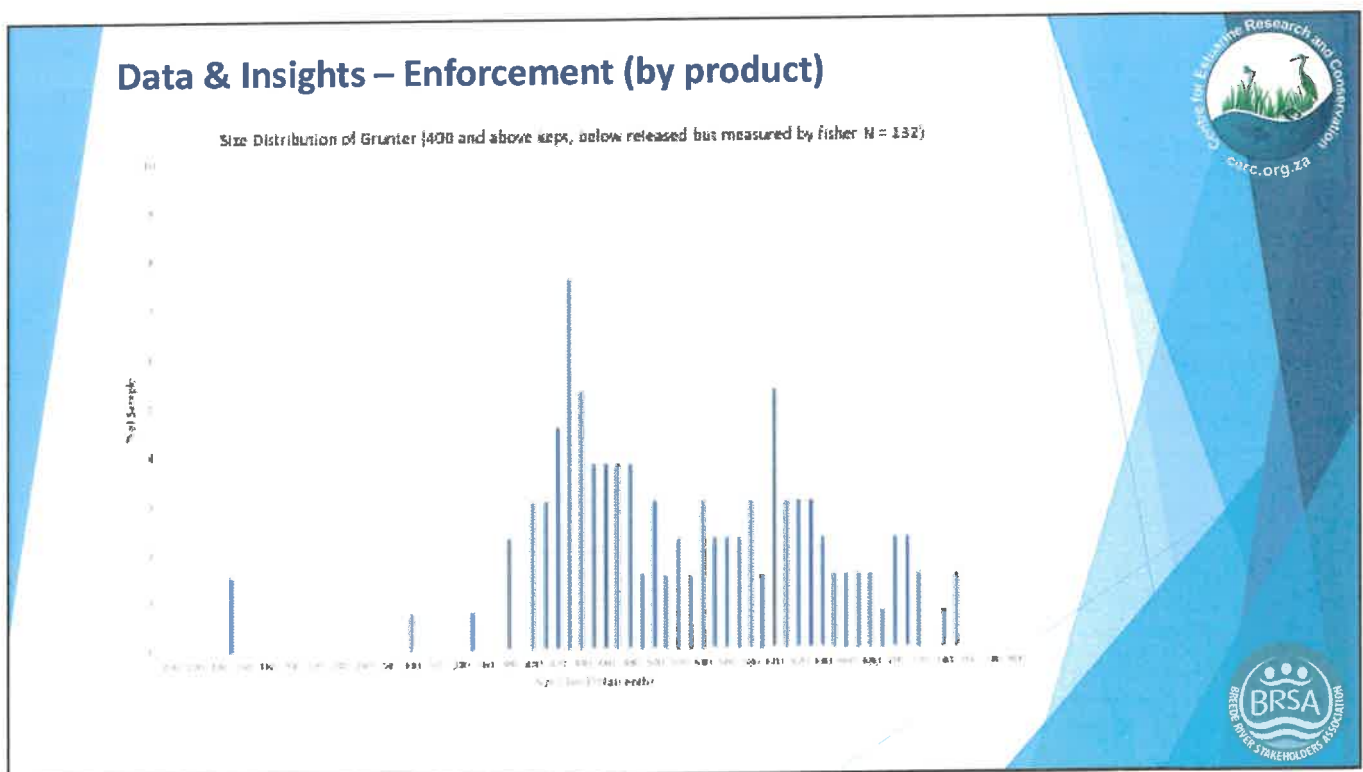
Need Clarification

- Slipways?
- Monitoring of usage (OMP) & Code of Conduct adherence
- Cleaning of Slipways - safety

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By-Law revision

- Required – probably over next 3 years
 - enforceability of certain components
 - updated zonation?
- Specialist Input
- Facilitate participation processes



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Other conservation projects and partnerships



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Other conservation projects

- Birds - Estuarine Waders Habitats and Behavior (Birdlife South Africa)
- Birds – White-fronted Plover monitoring (breeding success)
- Saltmarsh Monitoring (grunter Bay, Groenpunt)
- Biodiversity Inventory (updating 1950s surveys)
- Economic Value of the Estuary (Dept Economics NMU)
- Bait stocks – Research permit from DFFE – in process



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Working Relationships/Collaborations

Strong network of scientific experts – collaboration and advice

- Southern waters Ecological Research & Consulting (water quantity)
- Freshwater Research Centre (water quality)
- Anchor Environmental Consultants (EIA, economics, coastal/estuarine management)
- EcoAfrica Environmental Consultants (community participation)
- Professor George Branch
- Professor Charles Griffiths
- Professor Jenny Day
- Professor Francois Odendaal
- Dr Enrico Gennari
- Dr JD Filmlalter



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Networks

- Turtle Rescue Network (Two Oceans Aquarium)
- Marine Mammals Stranding Network (DFFE)
- Overberg Crane Group
- Renosterveld Conservation Trust
- Plastics SA (International Coastal Cleanup)
- Standlopers (NGO monitoring)



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Education and awareness campaigns



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Education and awareness campaigns

Primary effort

- One on one conversations during enforcement activities
 - Makes it a more positive experience
 - Tailored content
- Slower but more effective

Future

- Partnership with CapeNature – access to extensive material and resources
- More strategic approach to school education initiatives working with DEADP, CapeNature, Oceans Research, Two Oceans Aquarium
- MyEstuary App



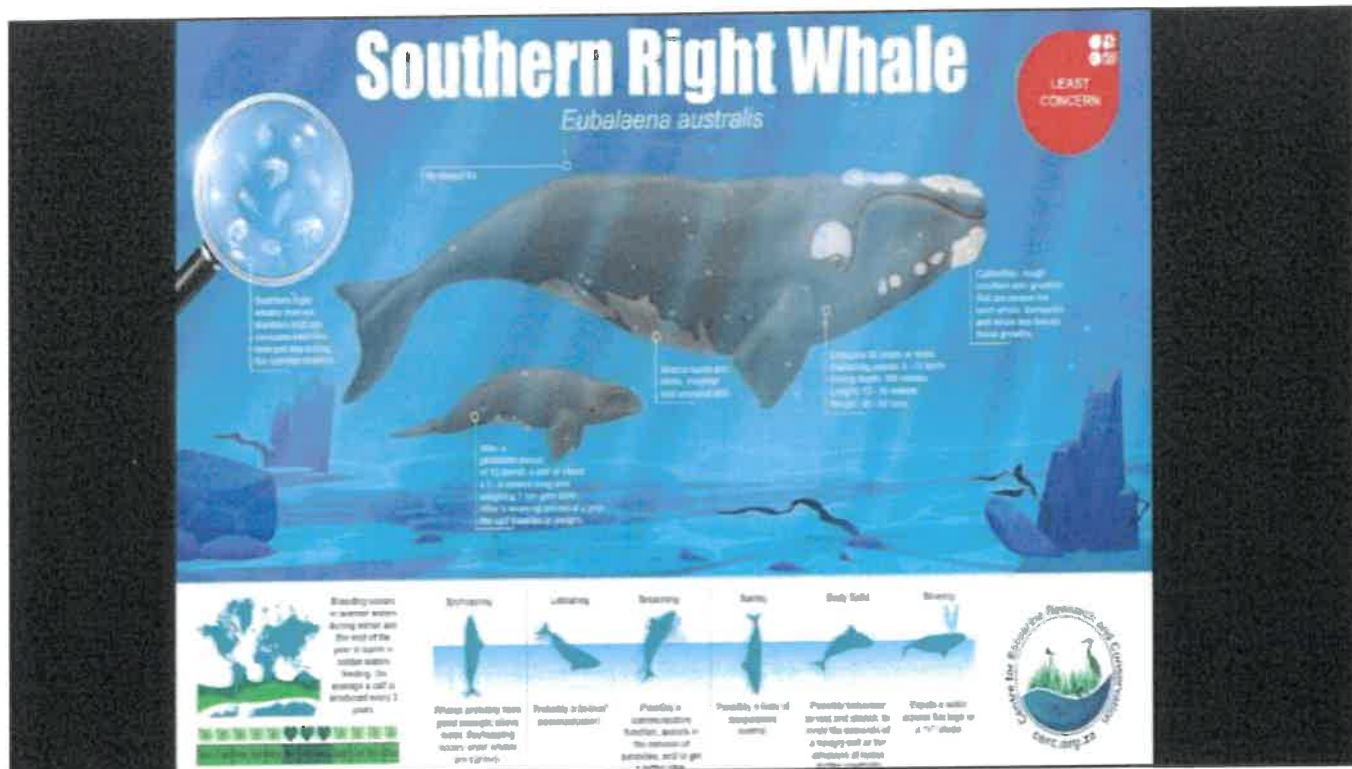
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Education and awareness campaigns

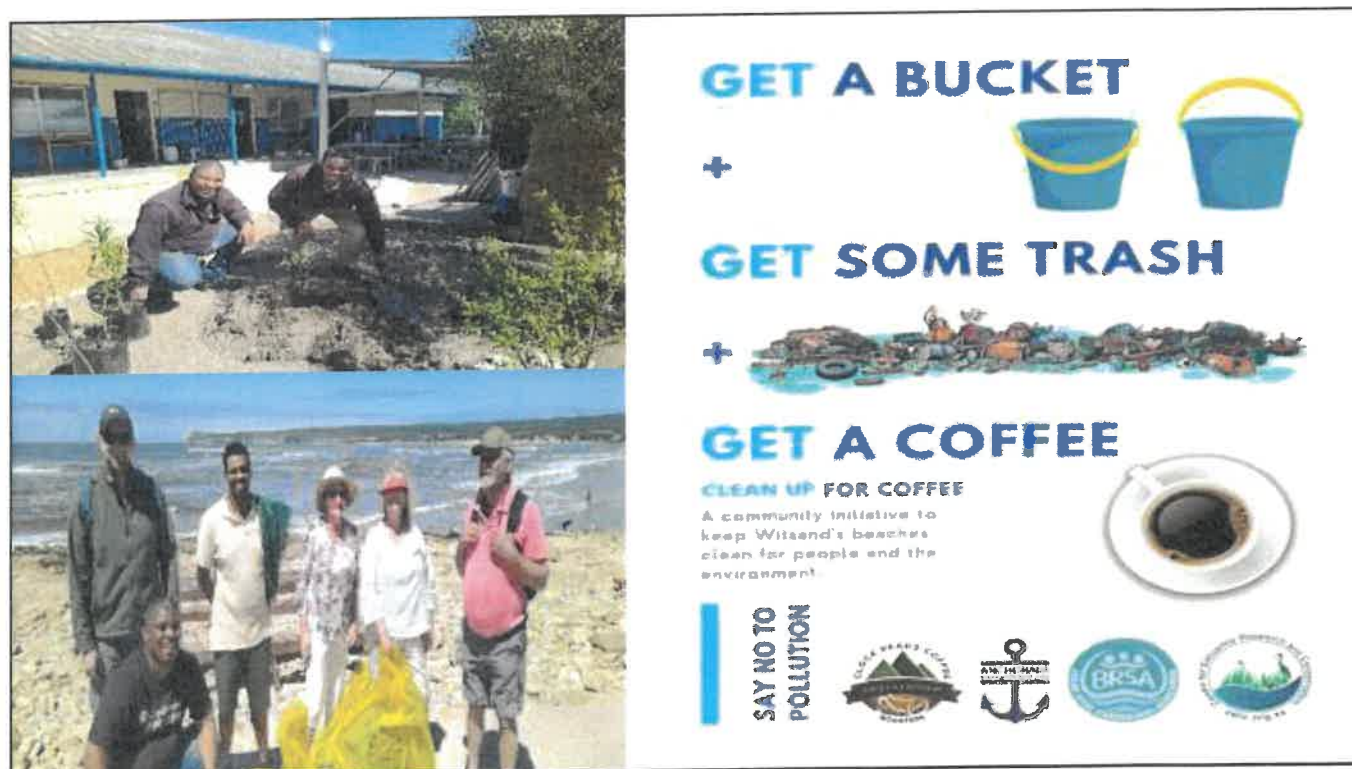
- Educational signage
- Community Beach Cleanups
- Coffee for Trash (Anchorage Partnership)
- Social media (Facebook, Instagram)
- Whatapp groups (increasingly important)
- Angling Klub newsletter articles
- Public presentations (alone and jointly with Dr Filmmalter)
- School visits
- Citizen Science (Wader Research, CWAC)



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My Estuary App

- Idea for this to become a 1 stop shop for information about the estuary – physical and biological environment
- Platform to facilitate information sharing around management and legislation
- Enable discussion and engagement around issues of the estuary
- Facilitate participation in issues where government require public participation input
- Allow for citizen science inputs
- Key component today is **around Compliance issues and reporting – resources moved to Pilot Implementation**



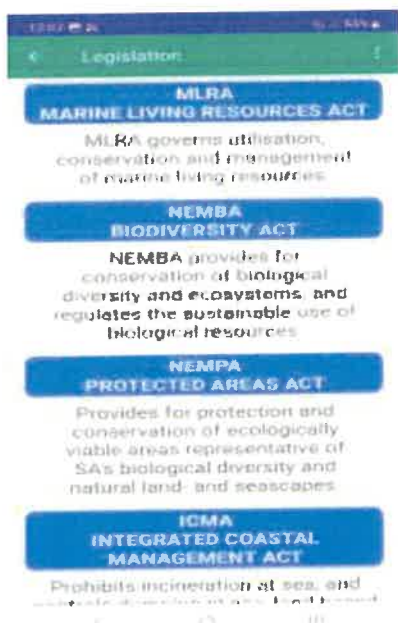
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1. My estuary demo



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1. My estuary demo



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Why involve CERC

Why not just contract directly with CapeNature

Risk management – checks and balances

- CERC provides management and contractual oversight
- CERC provides on the ground day to day management
- CERC and community financial resources add to model
- CERC assists with data collection, capture and interpretation

Ensure that maximum “bang for buck” is obtained

Berg Estuary – Ramsar site – significant presence other organisations
St Lucia- WildTrust



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Bottom Line Take Away Points

- Proposed model is future looking – partnerships between tiers of government, private sector and stakeholders
- Stakeholders intimately involved in our processes and participation at the center
Transparent – plans, performance, assessment
- Single enforcement body – much simpler for public to understand
- Data and metrics much easier to collate and report on (EMP Performance Indicators)
 - **Allows for educated assessments and not only precautionary approach**



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Bottom Line Take Away Points

- Duplication of effort eliminated
- Helps solve the 30-40% “downtime” issue (“broader mandate”)
- Weekend/Night enforcement easier (overtime work catered for)
- Can simultaneously enforce far greater range of legislation (e.g. private jetties)
- Financially model makes sense – diversified, sustainable – municipal resources can potentially be redirected to other needs – e.g. slipways

Keep big picture in mind – it’s all about sustainability of the estuary

Change is difficult but can be managed



78



MALGAS
RATEPAYERS &
RESIDENTS'
ASSOCIATION

2 May 2024

A Vorster
Municipal Manager

Notice A11/2024

Comment on the extension of SLA with the Lower Breede River Conservancy Trust (LBRCT) and Swellendam Municipality (SWM)

We refer to Notice A11/2024 recently distributed for comment.

The MRRA strongly supports the tri-party extension of the SLA to be entered into with the Swellendam Municipality and the Lower Breede River Conservancy Trust.

The LBRCT is a well-run, well equipped, well-staffed and well-established organisation, providing excellent support over many years, for all those who are on or close to the Lower Breede River. In representing Swellendam Municipality, the LBRCT and its staff add value for all users of the river.

Regards,

Ms M Mulder

Chairperson
Malagas Residents and Ratepayers Association



31 May 2024

A Vorster
Municipal Manager

Notice A11/2024 – extension of comment period to 31 May 2024
Comment on the extension of SLA with the Lower Breede River Conservancy Trust (LBRCT) and Swellendam Municipality (SWM)

We refer to Notice A11/2024 recently distributed for comment and period extended for public comment to 31 May 2024.

The MRRA strongly supports the tri-partite SLA entered between Swellendam Municipality, Hessequa Municipality and the Lower Breede River Conservancy Trust.

Through interactions with members of the MRRA, residents on both East and West Bank of the Lower Breede River and the involved organisations, being CERC and LBRCT, it has been firmly established the importance of an Implementing Agent to be appointed.

The LBRCT has, through its various presentations proven that it is a well-run, well equipped, well-staffed and well-established organisation, providing excellent support across the expansive Lower Breede Estuary, covering almost 52 kilometres. Their implemented systems, procedures, outreach programs, visibility in the mid-and upper estuary, skilled and trained staff, infrastructure and communication channels have seen not only improvement, but innovation.

The Breede River Estuary is unique in it sharing two Local and two District Municipalities with communities and infrastructure that vastly differ on either side of the estuary. Activities on the river range from swimming, canoeing and recreational boating towards the middle and upper part of the estuary and recreational sports including windsurfing, bait collection and fishing more towards to lower end and mouth of the estuary.

It has become apparent that funding, resources and the current by-laws as it stands is prohibiting the effective monitoring of the vastly different dynamics in and around the estuary, including sporting and recreational activities and conservation strategies. It is our view that an urgent review of the by-laws is needed, involving all interested and affected parties. With improvements to the by-laws, proper utilization of all available resources can be aligned. This might include defining the geographical boundaries of the estuary in the by-law to effectively utilise all available resources, including implementing the Marine Living Resources Act, much needed at the mouth of the estuary where most of the commercial and recreation fishing is taking place.

With all that being said, Swellendam and Hessequa Municipalities have the responsibility to appoint an Implementing Agent within the required period as set out in the Tri-Partite Service Level Agreement. The above-mentioned points should effectively not hinder the appointment of an IA, as

changes and improvements to the by-law is a separate issue that can be dealt with within the SLA contract period and amended changes can be implemented as the Estuary Management Plan evolves for our very unique estuary.

We are hereby in favour of LBRCT continuing as the current Implementing Agent with a condition put forward by our members that a reviewing process of the Breede River by-laws should be initiated within the next 3 months by both Swellendam and Hessequa Municipality.

Regards,

A handwritten signature in black ink, appearing to read 'MM', with a stylized flourish at the end.

Ms M Mulder

Chairperson

Malagas Residents and Ratepayers Association

Re: WRPA final input

admin@witsandpb.co.za

To: Sharon Crebber, witsandpb@gmail.com

Cc: Phillip Hendricks, Albert de Klerk, Gerald Bonzak

If there are problems with how this message is displayed, click here to view it in a web browser.
Click here to download pictures to help protect your privacy. Outlook prevented automatic download of some pictures in this message.

Hi Shagon

I hope you are well.

Following the public participation meetings both in Witsand, and yesterday in Matjiesburg, a poll was created where Witsand Port Beaufort Ratepayers were given the opportunity to give their opinion as to whom they believe would be best to serve the purpose of enforcement of the by-laws, and other ancillary functions.

The poll was created on the Ratepayers WhatsApp line, and also by email.

There is overwhelming community support towards CERC/ Cape Nature.

The Witsand Port Beaufort Ratepayers Association strongly recommends that the alternative service provider, CERC, is given the opportunity to enforce the Municipal by-laws for the next 3 years.

There's 158 members on the WhatsApp group, 78 people voted.

79 % Voted for CERC / Cape Nature
21 % Voted for LBRCCT

What I find interesting is that the community wants to help CERC enforce by-laws and execute conservation efforts. This is interesting as I imagined fishermen would be less willing to care about conservation.

I do not think the lack of outright infrastructure ownership by CERC is an issue, as the community already funds CERC and will happily contribute more. Furthermore, the MOU between CERC and Cape Nature allows for Cape Nature's infrastructure to be used to enforce by-laws.

The community is concerned about LBRCCT's minimal night-time patrolling (outside normal 8am to 5pm working hours) their communication strategies, their involvement in municipal decision making and participation with the community regarding boat tariffs, and their vague performance indicators.

The needs of the users of the river are vastly different. Upriver is recreational skiing, down river is kite surfing, kayaking and mostly boating (both sea and river). Unfortunately for the LBRCCT they have not managed to connect with the Witsand Port Beaufort community over the past few years and as such the community is strongly in favour of change.

Kind regards,
Ellie Hill
Chair: W/PB RPA
083 602 1266

Zimbra**kamenita@swellendam.gov.za**

Fwd: Ojection/Comment SLA LBRCT

From : Anneleen Vorster
<anneleenv@swellendam.gov.za>

Fri, Jun 07, 2024 12:26 PM

Subject : Fwd: Ojection/Comment SLA
LBRCT

To : Janette Etzebeth
<janettee@swellendam.gov.za>, Kamenita K. Uys
<kamenita@swellendam.gov.za>

From: "Enrico Gennari" <e.gennari@oceans-research.com>
To: "Oliver Sedgwick" <otsedgwick@gmail.com>, "Anneleen Vorster" <anneleenv@swellendam.gov.za>
Sent: Wednesday, May 29, 2024 12:50:27 PM
Subject: RE: Ojection/Comment SLA LBRCT

Dear Ms Vorster.

My name is Dr Enrico Gennari, research associate at Rhodes University. I also represent Infanta at the BREAf.

I agree 100% with the sentiments of Oliver which are shared by many people in Infanta, Kontiki and Infanta Park.

The partnership with Cape Nature is fundamental for the conservation of biodiversity and the sustainable use in the area which will make sure tourism can be sustained long-term.

The result of the first year of such collaboration have been really promising including the shift of all commercial operators from catch and kill to catch and release in the river.

Cape Nature also provide access to extra funds for the fire management and response.

The fact that the LBRCT still has not approached CN to establish a collaboration shows they are not interested in changing the old approach.

You and your council has the power to provide some hope for the future. At the same time you have the power to crash it.

I take note of the extension of the SLA already decided by the council without the promised public participation (as you mentioned both in person and on email).

However, there is a way to allow that while at the same time improve the current situation: that is by splitting the river into 2 areas/jurisdictions with one managed by the LBRCT (Malgas area) and the other by CERC (Infanta/Kontiki area) is actually a clever way to minimise expenditures and focus on the strengths of each organisations, but also, as Oliver mentioned, allows to focus on different issues: municipal by-laws around Malgas and Marine Living Resource Act issues (overfishing and illegal fishing) and destruction of critically endangered vegetation, in the lower reaches of the river.

Thus I would not object the LBRCT SLA extension, PROVIDED that includes the inclusion of CERC/CN into that SLA. If not I do firmly object.

Splitting the areas and allow both organisations to operate will increase the amount of people employed, will show the public the Municipality listen to the concerns of its constituents, will minimise wasteful expenditure (less km to travel to patrol), and most importantly will allow Cape Nature to contribute meaningfully to the river and its communities.

Cape Nature takes money from jetties of the river, but that money was not used locally. Now, thanks to CERC that money comes back to the local communities.

Thus from an economical, ecological, social and efficiency point of view this system WILL work.

Furthermore, it will allow a bit of healthy competition aimed at providing better outputs and communicate them more to the public.

The Municipality will be seen as understanding, proactive, and with a long-term vision, otherwise the opposite.

It is up to you to decide how the Municipality wants to be remembered.

Kind regards

Dr Enrico Gennari

CEO – Oceans Research Institute (oceans-research.com)

Honorary Research Associate - the South African Institute for Aquatic Biodiversity (SAIAB)

Research Associate - Department of Ichthyology and Fisheries Science (DIFS), Rhodes University

Cell : +27 (0) 76 215 3360

From: Oliver Sedgwick [mailto:otsedgwick@gmail.com]

Sent: 28 May 2024 21:25

To: Anneleen Vorster

Subject: Ojection/Comment SLA LBRCT

Dear Anneleen

I have been living at Infanta permanently since 2014. I just don't see the LBRCT patrolling here ever apart from in peak season. In peak season they can be seen at the Infanta and Moddergat slipways but essentially they police recreational fishermen on holiday that have their boat license, buoyancy certificate, the correct number of life jackets etc etc.

I've been to the talks, I've seen their stats and read their newsletters. It all looks great. We hear how 98% of the people they check on the river are compliant and as a municipality you must think, these guys are doing a great job?!

But let's look at some issues that don't get dealt with that don't make an appearance in their presentations, probably because they're not aware that they exist.

How many incidents of the following were

shown in their reports?

Abalone poaching activities? The less said the better but this is not something we want in our town.

Illegal bait collection mostly blood worm at night? The bag limits 5, we've stopped people with 60 -100 worms. How long do you think that resource will last?

Illegal night fishing mostly at Kob Bank, Groenpunt? Targeting

Dusky Kob, we have 4% of the population left, if nobody goes out to stop them what will happen?

Elf Run. Sometimes people leave with 50 fish per person, the bag limit is 4. How long will that last? Does the LBRCT even know when these runs happen or where?

We stopped phoning the LBRCT years ago because the excuse is they don't have the manpower and can't be everywhere. We did phone Cape Nature they have helped, enormously so when Sean started CERC and partnered with Cape Nature we

felt that we had an organisation that not only understands the problems, but they are aware and are able to assist.

In the absence of any enforcement, some members of the the community at Infanta go out at night to talk to these people to try and change behaviour, make a difference, save what's left.

These people are not always so receptive to our message but talk is all we can do. Cape Nature Potberg has assisted us, as well as other rangers from further afield. It goes a long way when you have trained experienced

Rangers backing you up.

In December last year Brenton Booysen the CN ranger from CERC was based at Infanta, not only was he operational during the day but he did a number of joint ops with the Potberg Rangers at night. Having a network like that that you can tap into is gold, especially when the not so nice people from out of town come to take what they want. I personally don't believe the LBRCT is equipped or trained to deal with those situations and are better suited to patrolling the river during

normal business hours policing the people who are 98% compliant and leaving the pointy stick operations to the Cape Nature Rangers who have better training, experience and resources to draw from to deal with the transgressors who operate outside of the normal operating hours.

The needs of the lower estuary, Witsand, Kontiki and Infanta are very different to those of Malgas. Malgas are more concerned about skiing, boat speeds, wake, jetties etc and the lower estuary are more concerned about fishing and

bait removal. I'm not sure there is space for two organisations but it is critical that we get experienced enforcement in the estuary and that can only come through the Cape Nature supported CERC organisation. I was at the Witsand public participation and the support for CERC is noticeable. The LBRCT has had 20 years to get it right, perhaps it's time for a change?

Please consider these points before making a decision.

Yours Sincerely

Oliver Sedgwick

Infanta

Zimbira

kamenita@swellendam.gov.za

Fwd: Ojection/Comment SLA LBRCT**From :** Anneleen Vorster <anneleenv@swellendam.gov.za>

Fri, Jun 07, 2024 12:31 PM

Subject : Fwd: Ojection/Comment SLA LBRCT**To :** Kamenita K. Uys <kamenita@swellendam.gov.za>, Janette Etzebeth <janettee@swellendam.gov.za>**Anneleen Vorster**

Municipal Manager

Phone: +27 (0)28 514 8510

Fax: +27 (0)28 514 2694

E-mail: anneleenv@swellendam.gov.zaWeb: <https://www.swellendam.gov.za>**Swellendam Municipality**

P.O Box 20, Swellendam, 6740, Western Cape.

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From: "Anneleen Vorster" <anneleenv@swellendam.gov.za>**To:** "info" <info@swellendam.gov.za>, "Janette Etzebeth" <janettee@swellendam.gov.za>**Sent:** Wednesday, May 29, 2024 12:40:29 PM**Subject:** Fwd: Ojection/Comment SLA LBRCT**Anneleen Vorster**

Municipal Manager

Phone: +27 (0)28 514 8510

Fax: +27 (0)28 514 2694

E-mail: anneleenv@swellendam.gov.zaWeb: <https://www.swellendam.gov.za>**Swellendam Municipality**

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From: "Oliver Sedgwick" <otsedgwick@gmail.com>
To: "Anneleen Vorster" <anneleenv@swellendam.gov.za>
Sent: Tuesday, May 28, 2024 9:24:49 PM
Subject: Ojection/Comment SLA LBRCT

Dear Anneleen

I have been living at Infanta permanently since 2014. I just don't see the LBRCT patrolling here ever apart from in peak season. In peak season they can be seen at the Infanta and Moddergat slipways but essentially they police recreational fishermen on holiday that have their boat license, buoyancy certificate, the correct number of life jackets etc etc.

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But let's look at some issues that dont get dealt with that dont make an appearance in

their presentations, probably because they're not aware that they exist.

How many incidents of the following were shown in their reports?

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the problems, but they are aware and are able to assist.

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resources to draw from to deal with the transgressors who operate outside of the normal operating hours.

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Please consider these points before making a decision.

Yours Sincerely

Oliver Sedgwick
Infanta

Zimbra

kamenita@swellendam.gov.za

Fwd: Proposal for alternative managing agent for the Infanta Slipway PLS

From : Anneleen Vorster <anneleenv@swellendam.gov.za>

Fri, Jun 07, 2024 12:30 PM

Subject : Fwd: Proposal for alternative managing agent for the Infanta Slipway PLS**To :** Kamenita K. Uys <kamenita@swellendam.gov.za>, Janette Etzebeth <janettee@swellendam.gov.za>**Anneleen Vorster**

Municipal Manager

Phone: +27 (0)28 514 8510

Fax: +27 (0)28 514 2694

E-mail: anneleenv@swellendam.gov.zaWeb: <https://www.swellendam.gov.za>**Swellendam Municipality**

P.O Box 20, Swellendam, 6740, Western Cape,

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From: "Anneleen Vorster" <anneleenv@swellendam.gov.za>**To:** "info" <info@swellendam.gov.za>, "Janette Etzebeth" <janettee@swellendam.gov.za>, "Ron Brunings" <rbrunings@swellendam.gov.za>**Cc:** "Wilhelm Schutte" <wschutte@swellendam.gov.za>**Sent:** Friday, May 31, 2024 8:52:54 AM**Subject:** Fwd: Proposal for alternative managing agent for the Infanta Slipway PLS

From: "Hendrik Bruwer" <hendrik.bruwer@gmail.com>**To:** "Anneleen Vorster" <anneleenv@swellendam.gov.za>**Cc:** "Wilhelm Schutte" <wschutte@swellendam.gov.za>, "Elna Lamprecht" <elna@swellendam.gov.za>, "Jean Tresfon" <jtresfon@outlook.com>, "Andrew Crawford" <andrewc@crawfords.co.za>, "Vikki Crawley" <vikki.crawley@gmail.com>, "Nicole Brownell De Freitas" <info@pudlo.co.za>, "Gerrit Joubert" <gerritp.joubert@gmail.com>, "Keith Stuurman" <kstuurman@swellendam.gov.za>

Sent: Thursday, May 30, 2024 6:56:43 PM

Subject: Proposal for alternative managing agent for the Infanta Slipway PLS

Good evening, while this is a formal proposal directed to Anneleen Vorster, the municipal manager, it is in essence the same proposal that was made to Wilhem Schutte who is managing the public participation for the Infanta Slipway, made on 23 January 2024. During April 2024 the municipality issued notice to renew the agreement with the LBRCT. With having no follow up communication or meetings for clarification we can only conclude the **proposal was REJECTED** by the officials reviewing the proposals made by the public. But here it is again, since the fundamental problem is not addressed by renewing the Infanta Slipway mandate with the LBRCT. Please note that this is not about any other matter the SLM and contracting with the LBRCT - it is just the Infanta Slipway Operational Management Plan.

I include the following people in this proposal

- Anneleen Vorster - for whom the proposal is intended.
- Wilhelm Schutte - for who the original proposal was made (and potentially part of the officialdom who rejected the proposal)
- Keith Stuurman - to whom various proposals have been made for residents to act on behalf of the municipality in Infanta (Mr Stuurman has reported he has requested legal advice on our proposals)
- Elna Lampbrecht - an elected councillor
- Andrew Crawford and Jean Tresfon - LBRCT trustees, with whom I have had discussion regarding this specific proposal.
- Nicole de Freitas and Vikki Crawley - IRRA committee members
- Gerrit Joubert - the Infanta Park Body Corporate chairman

Infanta is a remote area, at least an hour away from the nexus of the Swellendam Local Municipality (SLM) which makes it difficult for the SLM in general to attend to any incidents and matters, of which the Infanta slipway is just one area of concern. Currently the managing agent is the LBRCT and I am of the opinion this arrangement does not work well for the following reasons

- Incidents does not only happen between 8 and 17, the working hours of the LBRCT, so those incidents outside 8 to 17 are not attended to
- Incidents happen mostly on weekends, when the LBRCT are not officially active
- But even if it happens in "business hours" the LBRCT is too far way to react.
- And to make matters worse, the LBRCT is on the other side of the river at Witsand making it even worse to get to Infanta on time

So they (neither Cape Nature or CERC - currently other bodies proposed) cannot effectively

- Manage, monitor and warn about vessels longer the 7 meters
- Attend to parking disputes
- Attend to washing of boats on the slipway
- Attend to paddlers, swimmers not giving boats priority access
- Attend to illegal fishing off the slipway
- Attend to canoes obstructing trailers
- Attend to illegal campers on the common
- etc

Currently the SLM expects the local residents in town to "assist" with the above, possibly implying the LBRCT cannot fulfill their mandate, (and other matters) without giving us any

real authority to do this. Almost on a "Asseblief as julle kan, en dan dankie as julle het, maar julle mag dit nie amptelik doen nie, alhoewel dit amptelike probleme is"

So I propose that the local slipway users are appointed as the managing agent, people who are here 24/7 and for whom it is not just a job, but has a vested interest in the effective functioning of the slipway at heart. For other South African slipway management plans many of the managing agents are locals, often boating or fishing clubs - the real users and locals. So I propose a new managing agent is seriously considered:

- a new Boating or Fishing Club to be formed working in partnership with the municipality, the LBRCT, the IRRA and the Infanta Park Body Corporate OR
- a new body that complies to the requirements of the Swellendam municipal standards, since it is possible that SLM by-laws do not allow a boating club to be a managing agent for a public launch site

The SLM pays over R20,000 a year to the LBRCT. I am sure we can find people in the Village, the Park and Kontiki to do formal "shifts" to monitor and report and actually then manage the slipway for a stipend. It is not going to make anybody rich, but it will keep them on their feet and make sure you get regular reports on the status of matters listed above.

We urge you to consider this as a serious proposal. If you have any questions please ask .

--

Namaste
Hendrik Bruwer,
dreamer, dancer, director, designer
Cell phone: +27 82 550 0002

Zimbra**kamenita@swellendam.gov.za**

Fwd: Objection regarding extending the Contract with the LBRCT

From : Anneleen Vorster
<anneleenv@swellendam.gov.za>

Fri, Jun 07, 2024 12:29 PM

Subject : Fwd: Objection regarding
extending the Contract with
the LBRCT

To : Kamenita K. Uys
<kamenita@swellendam.gov.za>, Janette Etzebeth
<janettee@swellendam.gov.za>

From: "Mike Viljoen" <mviljoen@iafrica.com>
To: "Anneleen Vorster" <anneleenv@swellendam.gov.za>
Cc: "Ron Brunings" <rbrunings@swellendam.gov.za>, "info" <info@breede-river.org>, "juanv" <juanv@swellendam.gov.za>, "Speaker Office" <speakeroffice@swellenmun.co.za>
Sent: Thursday, May 30, 2024 6:13:47 PM
Subject: Objection regarding extending the Contract with the LBRCT

Dear Municipal Manager

I refer to the notice of the planned extension of the LBRCT contract regarding its appointment to manage the Breede River Estuary, it's two Public Launch Sites and the Infanta Public Launch Site (PLSs).

I hereby object to extending its appointment given the current inclusion of all three PLSs in the addendum to this contract.

Since the LBRCT's appointment, both it and the municipality have failed, and in fact repeatedly refused, to manage the Infanta PLS in terms of its responsibilities under the "Management of Public Launch Sites in the Coastal Zone" legislation. This is despite numerous correspondence and the meetings held with both parties regarding ongoing breaches, and proposals made to minimise these breaches and to reduce some of their unnecessary travel costs as well and my personal efforts and cost to improve the safety of bathers also using the slipway.

The underlying reasons are claimed insufficient funding, logistical challenges due to the Conservancy's offices being located at Witsands with long road distances to Infanta and the associated travel costs, as well as a conflict of interest by the latter party. Note: Unlike the Infanta PLS which is open to the sea with no facilities to anchor, the Estuarine PLSs are easily reached by boat from Witsands.

A redraft by Swellendam of the SMPs is apparently in progress but this will not address the above underlying issues affecting this ongoing lack of adequate management at Infanta.

The appointment of Cape Nature, as the Body of State to do so by the MEC, is now an approved municipal IDP item which will hopefully address these issues. This will relieve both SWM and the LBRCT of their apparently onerous responsibilities. I would prefer an CERF appointment for the estuary itself to avoid this current duplication of costs but, as its also located at Witsands, this will not solve the traveling distance to Infanta and the related cost issues were it appointed also to manage the Infanta PLS.

Finally any revised SMP will be effective only when signed and published by the MEC probably in his 5 year review due in September 2024. Until then the current SMPs with Swellendam and the LBRCT's management responsibilities remaining in full force and effect.

In summary, the extension of the main contract, or preferably a CERF appointment for the Estuary, is hereby supported subject to the exclusion of their role in managing the Infanta PLS as Cape Nature is considerably better placed and will be more cost effective to do so.

Sincerely

MD Viljoen

Author of the Original SMPs for Swellendam also used by Hessequa.



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Zimbra**kamenita@swellendam.gov.za**

Fwd: Tripartite Service Level Agreement Comments

From : Anneleen Vorster
<anneleenv@swellendam.gov.za>

Fri, Jun 07, 2024 12:27 PM

 1 attachment

Subject : Fwd: Tripartite Service Level Agreement Comments

To : Kamenita K. Uys
<kamenita@swellendam.gov.za>, Janette Etzebeth
<janettee@swellendam.gov.za>
>

From: "Maximillian Oertel" <hello@maximillianoertel.com>
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Sent: Friday, May 31, 2024 8:00:26 PM

Subject: Tripartite Service Level Agreement Comments

Dear Madam and Sirs,

As a former administrator for the Lower Breede River Conservancy Trust (LBRCT) for nearly six years and a founding director of the Centre for Estuarine Research and Conservation (CERC) for almost two years, I am compelled to comment on the recent developments involving the awarding of the above SLA.

It is impossible to discuss the merits of CERC, the Breede River Stakeholders Association (BRSA), and the Witsand Ratepayers Association independently, as they all serve as fronts for Mr. Eekhout. His brief tenure at the LBRCT ended with his summary dismissal following a failed attempt to stage a coup d'état against the trustees via the management committee. Following his dismissal, Mr. Eekhout engaged in a campaign of immature and disrespectful communications with the trustees throughout the COVID-19 pandemic.

In 2020, Mr. Eekhout revived and funded the BRSA as a vehicle for disseminating research from CERC, an organization we established in 2021 to specialize in estuarine research and support the Estuary Management Plan requirements. Initially intended to complement LBRCT's work, CERC's true purpose emerged twenty months later: to bid for the LBRCT's Service Level Agreement (SLA) and use the BRSA to pressure municipalities into compliance. This prompted my resignation as director. Last year, he also positioned himself within the Witsand Ratepayers Association through Ms. Hill, all in an ongoing effort to retaliate against the LBRCT trustees for dismissing him.

Mr. Eekhout's conduct and character are of serious concern. He is known for his spiteful and menacing behaviour, often employing deceptive or nonsensical statements and statistics to confuse and mislead others. Both CERC and BRSA suffer from poor administration and barely comply with basic legislative requirements and lacking reasonable management. Even minimal due diligence should raise significant concerns about these entities. Their representations of public funding are utterly false; CERC has been and continues to be funded privately by Mr. Eekhout.

Furthermore, Mr. Eekhout's group fundamentally misunderstands the reality and complexities of by-law enforcement. I refer to the following high court case:

- **Court:** Western Cape Division, Cape Town
- **Case No.:** 12576/2013
- **Applicants:** Marius Nel, Rian Strydom, Petrus de Klerk, Carlheinz Schmidt

- **Respondents:** Hessequa Local Municipality, Swellendam Municipality, various trustees of the Lower Breede River Conservancy Trust, and the Minister of Water and Environmental Affairs
- **Judgment Date:** December 14, 2015
- **Judge:** Meer J

The court ruled that the by-laws were constitutional, did not conflict with national legislation, and affirmed that the Marine Living Resources Act (MLRA)'s regulation of fishing activities does not conflict with municipal regulation of non-fishing boating activities. Mr. Eekhout's advocacy for CapeNature as the sole compliance entity of the river contradicts this judgment. CapeNature is a provincial entity, and since the MLRA is a national competence, there should be no obligation on municipalities to finance functions outside the Local Government sphere. By-laws are designed to manage human behavior, and the LBRCT has successfully provided necessary services within its established budget. Notably, Mr. Eekhout's group is the successor to the one that initiated the aforementioned court case and is likely to mismanage the power and finances that come with the SLA.

In contrast, the LBRCT has been a stable presence on the Breede River for over 20 years. During my tenure, the trustees consistently demonstrated calm, ethical stewardship, traits upheld by the newly appointed chairman. Since my departure, the LBRCT has made significant progress, including securing FCO cards, a long-standing item on the Liaison Committee's agenda since 2015. The current manager, administrator, and staff perform their duties effectively and exceed expectations.

Given the LBRCT's history of clean audits, transparent financial management, and Section 18A compliance, appointing Mr. Eekhout's entities as municipal service providers would jeopardise these hard-earned achievements and cause chaos for residents, river users and the municipalities.

Regards,

Maximillian Oertel

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