

Argief

BUITENGEWONE

OFFISIËLE KOERANT

VAN SUIDWES-AFRIKA.

OFFICIAL GAZETTE

EXTRAORDINARY
OF SOUTH WEST AFRICA.



UITGAWE OP GESAG.

PUBLISHED BY AUTHORITY.

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PROKLAMASIE

PROCLAMATION

DEUR SY EDELE WENTZEL CHRISTOFFEL DU PLESSIS, ADMINISTRATEUR VAN SUIDWES-AFRIKA.

BY THE HONOURABLE WENTZEL CHRISTOFFEL DU PLESSIS, ADMINISTRATOR OF SOUTH WEST AFRICA.

No. 40 van 1968.]

No. 40 of 1968.]

Kragtens die bevoegdheid my verleen deur artikel 7 van die Munisipale Ordonnansie 1963 (Ordonnansie 13 van 1963) soos gewysig, proklameer, verklaar en maak ek bekend dat met ingang van 1 Julie 1968 'n Munisipaliteit, bekend as die Munisipaliteit van Tsumeb, ingestel word, omvattende die gebied in die distrik Tsumeb waarvan die grense in Bylae A beskryf word onderhewig aan die voorwaardes van die memorandum van ooreenkoms soos in Bylae B uiteengesit.

Under and by virtue of the powers vested in me by section 7 of the Municipal Ordinance, 1963 (Ordinance 13 of 1963) as amended, I do hereby proclaim, declare and make known that as from the 1st July 1968, a Municipality is and shall be established under the name of the Municipality of Tsumeb, comprising the area in the District of Tsumeb, the boundaries whereof are set out in Schedule A, subject to the terms of the memorandum of agreement set out in Schedule B.

Gegee onder my hand en seël in Windhoek op hierdie 18de dag van Junie 1968.

Given under my hand and seal in Windhoek on this the 18th day of June, 1968.

W. C. DU PLESSIS,
Administrateur

W. C. DU PLESSIS,
Administrator

BYLAE A.

SCHEDULE A.

Vanaf die noordelikste baken van Gedeelte 34 van Dorp Tsumeb 103; Registrasie-Afdeling „B”, Suidooswaarts langs die noordelike grens daarvan tot by die noordoostelike baken daarvan; daarvandaan ooswaarts in 'n reguit lyn tot by die noordelikste baken van Gedeelte 3 van Dorp Tsumeb 103; daarvandaan ooswaarts langs die grense van genoemde Gedeelte 3 om dit in hierdie gebied in te sluit tot by die suidelikste baken daarvan; daarvandaan suidooswaarts in 'n reguit lyn tot by die noordelikste baken van Gedeelte 1 van Gedeelte C van Dorp Tsumeb 103; daarvandaan suidwaarts langs die westelike grens van genoemde gedeelte 1 om dit uit hierdie gebied uit te sluit tot by die suidelikste baken daarvan; daarvandaan suidooswaarts in 'n reguit lyn tot by die noordwestelike baken (geregistreerde baken Letter

From the northernmost beacon of Portion 34 of Town of Tsumeb 103; Registration Division “B”; thence south-eastwards along the northern boundary of the aforesaid property to the northeasternmost beacon thereof; thence eastwards in a straight line to the northernmost beacon of Portion 3 of Town of Tsumeb 103; thence eastwards along the boundary of the said Portion 3 to include it in this area to the most southernmost beacon thereof; thence south-eastwards in a straight line to the northernmost beacon of Portion 1 of Portion C of Town of Tsumeb 103; thence southwards along the western boundary of the said Portion 1 to exclude it from this area to the southernmost beacon thereof; thence southeastwards in a straight line to the north-western beacon (Registered beacon Letter P) of General Plan A211/26 of Township

P) van Algemene Plan No. A211/26 van die dorp Tsumeb; daarvandaan algemeen ooswaarts langs die grense na mekaar van genoemde algemene plan, Erf 392, Tsumeb, genoemde algemene plan om dit in hierdie gebied in te sluit tot by die noordoostelike baken (geregistreerde baken 105) van genoemde algemene plan; daarvandaan suidooswaarts in 'n reguit lyn tot by die noordoostelike baken van Gedeelte 18 van Dorp Tsumeb 103; daarvandaan suidweswaarts in 'n reguit lyn langs die suidoostelike grense van genoemde Gedeelte 18 en Gedeelte B van Dorp Tsumeb 103 tot by die noordoostelike baken van Tsumeb East 893; daarvandaan suidweswaarts langs die grense van die volgende eiendom na mekaar om dit in hierdie gebied in te sluit, nl.: - genoemde Tsumeb East 893, Tsumeb Dorpsgronde 737, T.C.L. Location 891 en Gekonsolideerde Erf 211, Tsumeb tot by die punt op sy noordoostelike grens waar die suidweswaartse verlenging van die westelike grens van Hoofstraat dit sny; daarvandaan noordooswaarts langs genoemde verlenging en laasgenoemde grens en 'n reguit lyn tot by die suidwestelike baken van Gedeelte 26 van Dorp Tsumeb 103; daarvandaan noordwaarts langs die grense van laasgenoemde Gedeelte 26 en Gedeelte 29 van Dorp Tsumeb 103; om dit in te sluit tot by die noordwestelike baken van laasgenoemde eiendom; daarvandaan noordooswaarts in 'n reguit lyn tot by die suidelike baken van Gedeelte C van die Dorp Tsumeb 103; daarvandaan noordweswaarts langs die suidwestelike grens van genoemde Gedeelte C tot by die suidoostelike baken van eersgenoemde Gedeelte 34; daarvandaan suidweswaarts langs die grense van eersgenoemde Gedeelte 34 om dit in hierdie gebied in te sluit tot by eersgenoemde baken.

BYLAE B.

MEMORANDUM VAN OOREENKOMS.

NADEMAAL die Dorpsbestuur van Tsumeb behoorlik by Proklamasie 26 van 1949 ingestel is; EN

NADEMAAL die Tsumeb Corporation Ltd., Tsumeb, versoek het dat oorweging geskenk word aan die omskepping van die genoemde Dorpsbestuur van Tsumeb in 'n munisipaliteit ingevolge die Munisipale Ordonnansie 1963 (Ordonnansie 13 van 1963) onderhewig aan sekere voorwaardes; EN

NADEMAAL die genoemde Dorpsbestuur van Tsumeb eenparig besluit het om die Administrasie van die Gebied Suidwes-Afrika te versoek om met die bedoelde omskepping voort te gaan; EN

NADEMAAL Sy Edele die Administrateur-in-Uitvoerende Komitee van die Gebied Suidwes-Afrika 'n komitee aangestel het om te onderhandel oor sekere besonderhede van die voorwaardes tussen die genoemde Tsumeb Corporation Ltd. en die beoogde munisipaliteit van Tsumeb wat die inwoners van die beoogde munisipaliteit van Tsumeb raak; EN

NADEMAAL die bedoelde komitee van die Administrasie onder die voorsitterskap van adv. E. van Zijl, L.U.K., en verteenwoordigers van die genoemde Tsumeb Corporation Ltd. gelei deur mnr. J. P. Ratledge, die Hoofbestuurder van die genoemde Tsumeb Corporation, na bespreking ooreenkoms bereik het oor die bedoelde besonderhede van die voorwaardes tussen die genoemde Tsumeb Corporation Ltd. en die Munisipaliteit van Tsumeb wanneer behoorlik ingestel ingevolge die Munisipale Ordonnansie 1963 (Ordonnansie 13 van 1963) wat die inwoners van die genoemde munisipaliteit van Tsumeb, wanneer ingestel soos voornoemd, raak;

SO IS DIT DAT die Administrasie van die Gebied Suidwes-Afrika, hierin verteenwoordig deur die Sekretaris van Suidwes-Afrika en hierna genoem die Administrasie,

of Tsumeb; thence generally eastwards along the boundaries in succession of the said General Plan, Erf 392, Tsumeb, the said General Plan to include it in this area to the north-eastern beacon (Registered beacon No. 105) of the said General Plan; thence south-eastwards in a straight line to the north-eastern beacon of Portion 18 of Town of Tsumeb 103; thence south-westwards in a straight line along the south-eastern boundaries of the said Portion 18 and Portion B of Town of Tsumeb 103 to the north-eastern beacon of Tsumeb East 893; thence south-westwards along the boundaries of the following properties in succession to include them in this area, namely the said Tsumeb East 893, Tsumeb Townlands 737, T.C.L. Location 891 and Consolidated Erf 211, Tsumeb, to a point on its north-eastern boundary where the prolongation south-westwards of the western boundary of Main Street meets it; thence north-eastwards along the said prolongation and last mentioned boundary and a straight line to the south-westernmost beacon of Portion 26 of Town of Tsumeb 103, thence northwards along the boundaries of the said Portion 26 and Portion 29 of Town of Tsumeb 103 to include them in this area to the north-western beacon of the last mentioned property; thence north-eastward in a straight line to the southernmost beacon of Portion C of Town of Tsumeb 103; thence north-westwards along the southwestern boundary of the said Portion C to the south-eastern beacon of the first mentioned Portion 34; thence south-westwards along the boundaries of the said Portion 34 to include it in this area to the point of beginning.

SCHEDULE B.

MEMORANDUM OF AGREEMENT

WHEREAS the Village Management Board of Tsumeb has been duly constituted by Proclamation 26 of 1949; AND

WHEREAS the Tsumeb Corporation Ltd., Tsumeb has requested that consideration be given to the conversion of the said Village Management Board of Tsumeb into a municipality in terms of the Municipal Ordinance, 1963 (Ordinance 13 of 1963) subject to certain conditions; AND

WHEREAS the said Village Management Board of Tsumeb has unanimously resolved to request the Administration of the Territory of South West Africa to proceed with the said conversion; AND

WHEREAS the Honourable the Administrator-in-Executive Committee of the Territory of South West Africa has appointed a committee to negotiate certain details of the conditions between the said Tsumeb Corporation Ltd. and the said proposed municipality of Tsumeb which affect the inhabitants of the proposed Municipality of Tsumeb; AND

WHEREAS the said Committee of the Administration under the chairmanship of Adv. E. van Zijl, M.E.C., and representatives of the said Tsumeb Corporation Ltd. headed by Mr. J. P. Ratledge, the General Manager of the said Tsumeb Corporation, after discussion have reached agreement in regard to the said details of the conditions between the said Tsumeb Corporation Ltd. and the Municipality of Tsumeb when duly established in terms of the Municipal Ordinance, 1963 (Ordinance 13 of 1963) which affect the inhabitants of the said Municipality of Tsumeb when established as aforesaid.

NOW THEREFORE the Administration of the Territory of South West Africa, herein represented by the Secretary for South West Africa and hereinafter referred

ten behoeve van, buiten waar die sinsverband anders aandui, die Raad van die Munisipaliteit van Tsumeb wat behoorlik ingevolge die Munisipale Ordonnansie 1963 (Ordonnansie 13 van 1963) ingestel staan te word, hierna genoem die Raad EN die Tsumeb Corporation Ltd., Tsumeb, hierin verteenwoordig deur die Hoofbestuurder van die genoemde korporasie, hierna genoem die Korporasie, kom hierby soos volg ooreen:

1. Die Korporasie dra die onderstaande aan die Raad as sy volle en vrye eiendom oor teen 'n nominale bedrag van R1.00 (een rand) met ingang van die datum van instelling van die Munisipaliteit van Tsumeb en die Raad moet van sodanige datum af volle verantwoordelikheid daarvoor aanvaar:-

- (a) Die algehele elektrisiteitsleweringstelsel insluitende hooftoevoergeleidings, diensaansluitings en meters van die dorp Tsumeb insluitende die dorp se uitbreidings genommer 1, 2 en 3 en enige uitbreiding van die genoemde elektrisiteitsleweringstelsel na enige ander deel van grond wat behoorlik gestigte uitbreidings van die dorp Tsumeb, staan te word ingevolge die Ordonnansie op Dorpe en Grondverdeling 1963 (Ordonnansie 11 van 1963), hierna genoem die dorp Tsumeb en enige elektriese kraglyne wat tot buite die dorp Tsumeb strek wat 'n integreerende deel uitmaak van die huidige leweringstelsel beginnende van die grootmaatleweringstoevoerpunte gemerk 1, 2, 3, 4, 5, 6, 7 en 8 op tekening EU-43 gedateer 15.5.68.
- (b) Die algehele waterleweringstelsel insluitende diensaansluitings en meters van die dorp Tsumeb en enige waterleweringstelsel wat tot buite die dorp Tsumeb strek wat 'n integreerende deel uitmaak van die huidige waterleweringstelsel beginnende van die grootmaatleweringstoevoerpunte A, B, C en D soos gemerk op tekening Jc96; die lyne binnekant die smelterheining tot by die smelter en lyne gemerk (1, 2, 3 en 4) en (5, 6, 7 en 8) bly die eiendom van die Tsumeb Corporation Ltd.
- (c) Die rioolslykwerke insluitende die grond beskryf in diagram a, b, c, d op tekening Jc97 uitsluitende die hoofriool van mangate XIII en XII tot by mangat 60 op die hoofuitloopriool en hoofleidings binne die kampong en veiligheidsgebied van die Tsumeb Corporation Ltd., soos aangedui op tekening Jc97, en die hoofuitloopriool en volledige rioolstelsel insluitende diensaansluitings van die dorp Tsumeb.

2. Die Korporasie het geen eis hoegenaamd nie ten opsigte van vergoeding vir enige verbeterings, instandhouding of vergoeding gedoen of enige ander geldbedrae hoegenaamd bestee ten opsigte van enige straat of openbare plek soos beskryf in artikel 177 van die Munisipale Ordonnansie 1963 (Ordonnansie 13 van 1963) hierna genoem die ordonnansie, binne die gebied van die Dorpsbestuur Tsumeb soos bepaal in die bylae tot Proklamasie 26 van 1949.

3. Die Korporasie lewer elektriese stroom by groot maat aan die Raad en die Raad is uitsluitlik verantwoordelik vir die lewering van elektriese stroom deur die elektrisiteitsleweringstelsel soos beskryf in paragraaf (a) van klousule 1, en enige toekomstige uitbreiding daarvan, onderhewig aan die volgende voorwaardes:-

- (i) Die Korporasie hef 'n tarief van een en 'n halwe sent per eenheid aan elektriese stroom geregistreer in kilowattuur deur die grootmaatleweringmeters wat verskaf moet word deur die Korporasie op die dorps toevoerlyne op plekke na keuse van die Korporasie: Met dien verstande dat hierdie tarief ge-

to as the Administration, on behalf of, except where the context otherwise indicates, the Council of the Municipality of Tsumeb to be duly established in terms of the Municipal Ordinance, 1963 (Ordinance 13 of 1963) hereinafter referred to as the Council AND the Tsumeb Corporation Ltd., Tsumeb, herein represented by the General Manager of the said Corporation and hereinafter referred to as the Corporation do by these presents hereby agree as follows:-

1. The Corporation shall transfer the following to the Council in full and free property at a nominal sum of R1.00 (one Rand) as from the date of establishment of the Municipality of Tsumeb and the Council shall from such date accept full responsibility therefor:-

- (a) The complete electricity supply reticulation system including main supply feeders, service connections and meters of the Township of Tsumeb including the township extensions numbers 1, 2 and 3 and any extension of the said electricity supply reticulation system to any other part of land which is to become duly established extensions of the Township of Tsumeb in terms of the Townships and Division of Land Ordinance, 1963 (Ordinance 11 of 1963) hereinafter referred to as the town of Tsumeb and any electric power lines extending beyond the town of Tsumeb which form an integral part of the present electricity supply reticulation system commencing from the bulk supply feeder points marked 1, 2, 3, 4, 5, 6, 7 and 8 on drawing EU-43 dated 15.5.68.
- (b) The complete water supply reticulation system including service connections and meters of the town of Tsumeb and any water supply pipe lines extending beyond the town of Tsumeb which form an integral part of the present water supply reticulation system commencing bulk supply points A, B, C, D as marked on drawing No. Jc96. Lines inside Smelter fence, to Smelter and lines marked (1, 2, 3, 4) and (5, 6, 7, 8) to remain Tsumeb Corporation Ltd. property.
- (c) The sewage disposal works including the land described in diagram a, b, c, d on drawing No. Jc97 excluding main sewer from manholes XIII and XII to manhole 60 on main outfall sewer and mains within the compound and security area of Tsumeb Corporation Limited as per drawing No. Jc97 and the main outfall sewer and complete sewerage reticulation system including service connections of the town of Tsumeb.

2. The Corporation shall have no claim whatsoever in respect of compensation for any improvements, maintenance or compensation made or any other sums of money expended whatsoever in respect of any street or public place as described in section 177 of the Municipal Ordinance, 1963 (Ordinance 13 of 1963), hereinafter referred to as the Ordinance, within the area of the Village Management Board of Tsumeb as defined in the schedule to Proclamation 26 of 1949.

3. The Corporation shall supply electric current in bulk to the Council and the Council shall be solely responsible for the supply of electric current through the electricity supply reticulation system as described in paragraph (a) of clause 1 and any future extension thereof, subject to the following conditions:-

- (i) The Corporation shall levy a tariff of one and a half cent per unit of electric current registered in kilowatt hours through the bulk supply meters which are to be provided by the Corporation on the town feeder lines at places of choice of the Corporation: Provided that this tariff may be

wysig kan word as en wanneer geregverdig deur omstandighede onderhewig aan die goedkeuring van die Administrateur.

- (ii) Tot tyd en wyl die Raad regulasies ingevolge die ordonnansie gemaak het, moet die Raad, buiten soos in klousule 11 bepaal, 'n tarief hef van twee en 'n halwe sent per eenheid aan elektriese stroom verbruik uit die Raad se elektrisiteitsleweringstelsel, geregistreer in kilowattuur en die Raad moet sodanige elektriese stroom lewer deur 'n stroombreker van 'n maksimum vermoë van 30 ampère per fase ten opsigte van 'n driefasige elektriese stroomlewering waar sodanige lewering gebruik word vir ligte nywerheidsdoeleindes en deur 'n stroombreker van 'n maksimum vermoë van 15 ampère waar elektriese stroom enkelfasig gelewer word vir huishoudelike doeleindes.
- (iii) Nieteenstaande enige ander bepalings in hierdie ooreenkoms moet die hele vraagstuk van die lewering van elektrisiteit hersien word wanneer elektriese stroom beskikbaar gestel word deur of deur middel van die Suidwes-Afrikaanse Water en Elektrisiteitsvoorsieningskorporasie of sodanige ander bron soos die Administrateur goedkeur.

4. Die Korporasie lewer aan die Administrasie uit sy myn by Tsumeb, drinkbare water vir gebruik deur die Munisipaliteit van Tsumeb wat behoorlik ingevolge die ordonnansie ingestel staan te word en hierna genoem die Munisipaliteit tot op 'n maksimum van veertig miljoen gelling per kalendermaand teen 'n tarief van dertig sent per 1,000 gelling, of sodanige ander tarief waartoe die Administrasie en die Korporasie onderling ooreenkom, as 'n tussentydse leweringbronn van die Administrasie se grootmaatwaterleweringsskema vir die Munisipaliteit en die Administrasie moet sodanige water en enige ander water wat hy ontsluit aan die Raad lewer ingevolge 'n ooreenkoms wat tussen die Administrasie en die Raad aangegaan staan te word, en die Raad is uitsluitlik verantwoordelik vir die lewering van water van die Administrasie se grootmaatwaterleweringsskema aan die inwoners van die Munisipaliteit deur die Raad se waterleweringstelsel teen 'n tarief, buiten soos bepaal in klousule 11, van vyftig sent per 1000 gelling tot tyd en wyl die Raad regulasies ingevolge die ordonnansie gemaak het: Met dien verstande dat as omstandighede 'n beperking op die maksimum hoeveelheid van veertig miljoen gelling per kalendermaand noodsaak die Korporasie toegelaat moet word om sodanige kleiner hoeveelheid water onder veertig miljoen gelling, te lewer soos die Korporasie in enige bepaalde kalendermaand kan lewer, en sodanige kennisgewing van sodanige beperking soos onder die spesifieke omstandighede moontlik is aan die Administrasie en die Raad bestel is.

5. Die Raad onderneem die algehele netwerk en wegdoening van rioolslyk binne die Munisipaliteit ingevolge die Raad se regulasies en met dien verstande dat die Korporasie die gebruik van uitvloeiwatervat uit die rioolslykwerke net vir besproeiingsdoeleindes toegelaat word teen 'n tarief van R1.00 (een rand) per jaar of deel van 'n jaar as die gebruik soos uiteengesit in enige jaar gestaak word: Met dien verstande dat —

- (i) die reg op sodanige gebruik nie deur die Korporasie oorgedra of gesedeer mag word nie;
- (ii) sodanige gebruik outomaties verval as sodanige gebruik by wet verbied word;
- (iii) die Raad, nieteenstaande enige ander voorwaarde van hierdie ooreenkoms sodanige gebruik kan staak na skriftelike kennisgewing van dertig dae aan die Korporasie van die Raad se voorneme om sodanige

amended if and when justified by circumstances subject to the approval of the Administrator.

- (ii) Until regulations have been made by the Council in terms of the Ordinance, the Council shall except as provided in clause 11 levy a tariff of two and a half cent per unit of electric current consumed from the Council's electricity supply reticulation system registered in kilowatt hours and the Council shall supply such electric current through a circuit breaker of a maximum rating of 30 amperes per phase in respect of a three phase electric current supply where such supply is used for light industrial purposes and through a circuit breaker of a maximum rating of 15 amperes where electric current is supplied in single phase for domestic purposes.
- (iii) Notwithstanding any other provision in this agreement the whole question of the supply of electricity shall be reviewed when electric current is made available by or through the medium of the South West Africa Water and Electricity Corporation or such other source as the Administrator may approve.

4. The Corporation shall supply to the Administration from its mine at Tsumeb, potable water for use by the Municipality of Tsumeb as is to be duly established in terms of the Ordinance hereinafter referred to as the Municipality, up to a maximum of forty million gallons per calendar month at a tariff of thirty cents per 1,000 gallons, or such other tariff as the Administration and the Corporation may agree upon mutually, as an interim source of supply of the Administration's bulk water supply scheme for the Municipality and the Administration shall supply such water and any other water it may open up to the Council in terms of an agreement to be made between the Administration and the Council and the Council shall be solely responsible for the supply of water from the Administration's bulk water supply scheme to the inhabitants of the Municipality through the Council's water supply reticulation system at a tariff, except as provided in clause 11, of fifty cents per 1000 gallons until regulations have been made by the Council in terms of the Ordinance: Provided that if circumstances necessitate a limitation of the maximum amount of forty million gallons per calendar month, the Corporation shall be permitted to supply such lesser quantity of water below forty million gallons as the Corporation can supply during any particular calendar month and such notice of such limitation, as is possible under the specific circumstances, has been given to the Administration and to the Council.

5. The Council shall undertake the complete reticulation and disposal of sewage within the Municipality in terms of the Council's regulations and provided that the Corporation shall be allowed the use of the effluent water from the sewage disposal works for irrigation purposes only at a tariff of R1.00 (one Rand) per annum or part of a year if the use as set out is discontinued within any year: Provided that —

- (i) the right of such use shall not be transferred or ceded by the Corporation;
- (ii) such use shall automatically terminate if such use is prohibited by any law;
- (iii) the Council may, notwithstanding any other condition in this agreement, terminate such use upon giving the Corporation thirty days written notice of the Council's intention to thus terminate such

gebruik aldus te staak, as die Raad meen dat die water met groter voordeel in die belang van die inwoners van die Munisipaliteit gebruik kan word.

6. Die Korporasie moet voortgaan om sy eie brandweardiens in stand te hou ter beskerming van sy eie eiendomme en inrigtings binne of buite die Munisipaliteit en die Korporasie moet voortgaan om sodanige brandweer beskikbaar te stel aan die inwoners van die Munisipaliteit, wanneer moontlik, onderhewig aan die regulasies afgekondig by Goewermentskennisgewing 16 van 15 Januarie 1955 of enige wysiging daarvan.

7. Die Korporasie moet voortgaan om die volgende dienste binne die Munisipaliteit te lewer solank die Raad die lewering van sodanige dienste deur die Korporasie benodig, en die Raad moet by ontvangs van 'n ten volle gespesifiseerde rekening, die werklike koste aan die Korporasie van elkeen van die betrokke dienste aan die Korporasie terugbetaal:

- (a) Teenmaatreëls teen malaria;
- (b) die instandhouding van openbare parke, tuine en begraafplase;
- (c) tuinvullisverwydering;
- (d) die lees van alle meters aangesluit by die Raad se elektrisiteits- en waterleweringsnetwerkstelsels;
- (e) die instandhouding van die Raad se elektrisiteits- en waterleweringsnetwerkstelsels insluitende die aanbring van diensaansluitings en sodanige ander dienste soos by wet van die Raad vereis word;
- (f) die bedryf en instandhouding van die Raad se rioolslykwerke en rioolnetwerkstelsel;
- (g) die instandhouding van die Raad se strate.

8. Die Raad kan van die Korporasie tegniese en ander dienste aanneem insluitende instandhouding en herstelwerk ten opsigte van enige ander munisipale diens of inrigting en masjinerie en as die Raad enige sodanige diens aanneem, moet die Raad by ontvangs van 'n ten volle gespesifiseerde rekening die werklike koste aan die Korporasie van sodanige diens aan die Korporasie terugbetaal.

9. Die Raad van van die Korporasie dorps- en elektriese ingenieursdienste aanneem teen 'n vaste bedrag van R5,000 per jaar of 'n bedrag *pro rata* per maand vir enige tydperk minder as een jaar asook beroepsadvies ten opsigte van enige munisipale diens, en as die Raad sodanige advies aanneem, moet die Raad vir sodanige advies betaal op die grondslag van tyd en koste teen tariewe wat by onderlinge ooreenkoms tussen die Raad en die Korporasie bepaal word.

10. Die Korporasie onderneem die betaling aan die Raad van alle heffings ten opsigte van elektrisiteit en water verbruik op, en alle rioolheffings ten opsigte van al die eiendomme van die Korporasie binne die Munisipaliteit insluitende daardie eiendom opgerig deur die Korporasie vir die huisvesting van die Korporasie se werknemers.

11. (a) Die Raad moet 'n tarief hef ten opsigte van water verbruik op die persele of grond van die Korporasie wat vir die volgende doeleindes gebruik word, teen die grootmaattarief betaalbaar deur die Raad aan die Administrasie ingevolge die Administrasie se grootmaatwaterleweringskema:-

- (a) Die Tsumebse Ontspanningsklub;
- (b) die gholfbaan;
- (c) die melkery;

use, if the Council is of opinion that the water can be used more beneficially in the interests of the inhabitants of the Municipality.

6. The Corporation shall continue in maintaining its own fire brigade service for the protection of its own properties and plant within or without the Municipality and the Corporation shall continue to make such fire brigade available to the inhabitants of the Municipality, whenever possible, subject to the regulations published under Government Notice 16 of the 15th January, 1955 or any amendment thereof.

7. The Corporation shall continue to render the following services within the Municipality as long as the Council requires the rendition of these services by the Corporation and the Council shall upon receipt of a fully specified account, refund to the Corporation, the actual cost to the Corporation of each of the services concerned:

- (a) Anti-malaria measures;
- (b) The maintenance of public parks, gardens and cemeteries;
- (c) Garden refuse removals;
- (d) The reading of all the meters which are connected to the Council's electricity and water supply reticulation systems;
- (e) The maintenance of the Council's electricity and water supply systems including the making of service connections and such other services as are required by law of the Council;
- (f) The operation and maintenance of the Council's sewage disposal works and sewerage reticulation system.
- (g) The maintenance of the Council's streets.

8. The Council may accept from the Corporation technical and other services including maintenance and repair in respect of any other municipal service or plant and machinery and if the Council accepts any such service, the Council shall upon receipt of a fully specified account, refund to the Corporation the actual cost to the Corporation of such service.

9. The Council may accept from the Corporation town and electrical engineers' services at a fixed sum of R5,000 per annum or a *pro rata* amount per month for any period less than one year and professional advice in respect of any municipal service and if the Council accepts such advice the Council shall pay for such advice on a time and cost basis at rates to be settled by mutual agreement between the Council and the Corporation.

10. The Corporation shall undertake the payment to the Council of all charges in respect of electricity and water consumed on and all sewerage charges in respect of all the properties of the Corporation within the Municipality including those properties erected by the Corporation for the housing of the Corporation's employees.

11. (a) The Council shall levy a tariff in respect of water consumed on the premises or land of the Corporation used for the following purposes at the bulk tariff payable by the Council to the Administration in terms of the Administration's bulk water supply scheme:-

- (a) the Tsumeb Recreation Club;
- (b) the golf course;
- (c) the dairy;

- (d) die mynkampong en inboorlingopleidingsentrum;
- (e) die hospitaal; en
- (f) die Gastehuis, tesame met die tuine en ander geboue wat 'n geheel uitmaak met die genoemde Gastehuis.

(b) Die Raad moet 'n tarief hef ten opsigte van elektriese stroom verbruik op die persele van die Korporasie wat vir die volgende doeleindes gebruik word, teen die grootmaattarief betaalbaar deur die Raad aan die Korporasie:-

- (a) Die Tsumebse Ontspanningsklub;
- (b) die melkery;
- (c) die mynkampong en inboorlingopleidingsentrum;
- (d) die hospitaal; en
- (e) die Korporasie se plaaslokasies en kampongs:

Met dien verstande dat die tarief ten opsigte van die genoemde persele hersien moet word as enige elektrisiteitsleweringlyn waardeur elektriese stroom moet gaan om enige van die genoemde persele te bereik, herbou moet word weens 'n vermeerdering in die lading van enige van die betrokke persele en die Raad die koste van sodanige herbouing moet dra.

12. Buiten waar die sinsverband anders aandui, is hierdie ooreenkoms bindend op die Administrasie, die Raad en die Korporasie vir 'n minimum tydperk van twaalf maande van die datum van instelling van die Munisipaliteit van Tsumeb en bly dit van krag daarna vir 'n verdere tydperk van vier jaar: Met dien verstande dat, onderhewig aan die voorgaande, die Raad skriftelike kennisgewing van minstens ses maande van sy voorneme om enige voorwaarde in hierdie ooreenkoms vervat na verstryking van die eerste jaar van hierdie ooreenkoms, te beëindig, kan laat geskied.

13. Die Korporasie onderneem om sodanige bykomende grond soos die Raad redelik benodig vir *bona fide* munisipale doeleindes insluitende enige uitbreiding van die dorp Tsumeb teen 'n redelike prys aan die Raad te verskaf.

14. Hierdie ooreenkoms is gegrond op die goeie trou van alle betrokke kontraktante en kan, onderhewig aan die goedkeuring van al die kontraktante, deur die Raad en die Korporasie in hersiening geneem word as omstandighede dit vereis: Met dien verstande dat enige sodanige hersiening deur die Administrateur goedgekeur moet word.

- (d) the mine compound and native training centre;
- (e) the hospital; and
- (f) the Guest House, together with the gardens and other buildings which form an entity with the said Guest House.

(b) The Council shall levy a tariff in respect of electric current consumed on the premises of the Corporation used for the following purposes at the bulk tariff payable by the Council to the Corporation:-

- (a) the Tsumeb Recreation Club;
- (b) the dairy;
- (c) the mine compound and native training centre;
- (d) the hospital; and
- (e) the Corporation farm locations and compounds:

Provided that the tariff in respect of any of the said premises shall be reviewed if any electricity supply line through which electric current has to pass to reach any of the said premises has to be rebuilt due to an increase in the load of any of the premises concerned and the Council has to bear the cost of such rebuilding.

12. Except where the context otherwise indicates, this agreement shall be binding on the Administration, the Council and the Corporation for a minimum period of twelve months from the date of establishment of the Municipality of Tsumeb and shall remain in force thereafter for a further period of four years: Provided that subject to foregoing, the Council may give written notice of not less than six months of its intention to terminate any condition contained in this agreement after expiry of the first year of this agreement.

13. The Corporation undertakes to provide the Council with such additional land as the Council may require reasonably for *bona fide* municipal purposes including any extension of the town of Tsumeb at a reasonable price.

14. This agreement is based on *bona fides* of all parties concerned and can, subject to the approval of all parties, be reviewed by the Council and the Corporation if circumstances necessitate such a review: Provided that such review is approved by the Administrator.