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Kennis word hiermee gegee ingevolge
Artikel 29 van die Plaaslike Regering:
Munisipale Strukture Wet, 1998
(Wet 117 van 1998) soos gewysig, dat 'n
virtuele (Microsoft Teams) Gewone
Raadsvergadering van die
Munisipaliteit Witzenberg gehou sal word
op Donderdag, 17 Desember 2020
om 09:00.

Notice is hereby given in terms of Section 29(2) of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998) as amended, that a **virtual** (Microsoft Teams) **Ordinary Council Meeting** of the Witzenberg Municipality will be held on **Thursday, 17 December 2020** at **09:00**.

Raadslede	e en Amptenare / Councillo	ors and officials		
Councillor TE Abrahams	Alderman K Adams (Deputy Executive Mayor)	Councillor P Daniels		
Alderman TT Godden (Speaker)	Councillor P Heradien	Councillor MD Jacobs		
Councillor D Kinnear	Alderman BC Klaasen (Executive Mayor)	Councillor GG Laban		
Councillor C Lottering	Councillor M Mdala	Councillor TP Mgoboza		
Councillor ZS Mzauziwa- Mdishwa	Councillor MJ Ndaba	Councillor N Phatsoane		
Alderlady JT Phungula	Alderman JW Schuurman	Councillor EM Sidego		
Councillor RJ Simpson	Alderman HJ Smit	Councillor D Swart		
Councillor HF Visagie	Alderman JJ Visagie			
Municipal Manager	Director: Finance	Director: Technical Services		
Director: Corporate Services	Deputy Director: Finance			
Head: Internal Audit	Manager: Projects and Performance	Manager: Administration		
IDP Manager	Manager: Legal Services	Word Processor Operator		
Committee Clerk				

TER INLIGTING / FOR INFORMATION

	Volledig	e stukke	
Voorsitter: IMATU (Mnr. J Noble)	Voorsitter: SAMWU (Mnr. T Mabala)		
Bella Vista Biblioteek	ella Vista Biblioteek Emfundweni Biblio		John Steyn Biblioteek
Rietvallei Biblioteek	Montana Wolseley	Biblioteek,	Wolseley Biblioteek
Tulbagh Biblioteek	Witzenville Tulbagh	Biblioteek,	Op-die-Berg Biblioteek
Prince Alfred's Hamlet Biblioteek			

Per e-pos			
Alderlady MC du Toit	Ceres Business Initiative		
E-mail:	Mr J Conradie		
dutoit.marina@gmail.com	Cell: (083) 270-7713		
-	E-mail:		
<u> </u>	manager@cerescbi.co.za		

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ALDERMAN TT GODDEN

SPEAKER

10 December 2020

AGENDA

- 1. OPENING AND WELCOME
- 2. LEAVE OF ABSENCE AND CONFIDENTIALITY AND CONFLICT OF INTEREST DECLARATION
- 2.1 Consideration of application for leave of absence, if any (3/1/2/1)
- 2.2 Confidentiality and Conflict of Interest Declaration (3/2/1)
- 3. STATEMENTS, ANNOUNCEMENTS OR MATTERS RAISED
- **3.1** Gratitude, Congratulations and Commiseration (11/4/3)
- 3.2 Matters raised by the Speaker (09/1/1)
- 3.3 Matters raised by the Executive Mayor (09/1/1)
- 3.4 Matters raised by the Municipal Manager
- 4. MINUTES
- 4.1 Outstanding matters (3/3/2)

Number	File reference	Heading, item no. and date	Directorate	Action	Progress	Target date
4.2.1	16/4/2	8.2.4 of 25-11-2020 One-way street: Phillip Street, Ceres	Technical Services	(a) Formal traffic impact study to be done. (b) EMC to form ad hoc committee to		

discuss	
outcomes of	
traffic impact	
study.	

RECOMMENDED

That notice be taken of the outstanding matters.

AANBEVEEL

Dat kennis geneem word van die uitstaande sake.

5. MOTIONS AND NOTICE OF SUGGESTIONS

6. INTERVIEWS WITH DELEGATIONS

None

NOTED

7. GEDELEGEERDE BEVOEGDHEDE / DELEGATED POWERS

None

NOTED

8. GERESERVEERDE BEVOEGDHEDE / RESERVED POWERS

8.1 Direktoraat Finansies / Directorate Finance

8.1.1 Settling of Rand Merchant Bank (RMB) loan for Koekedouw Dam (16/2/1/1/1 & 5/4/R)

The following items refer:

- (a) Item 7.1.3 of the Executive Mayoral Committee meeting, held on 27 May 2019.
- (b) Item 8.1.3 of the Council meeting, held on 30 May 2019.
- (c) Item 7.1.2 of the Executive Mayoral Committee meeting, held on 29 July 2019.
- (d) Item 8.1.2 of the Council meeting, held on 31 July 2019.
- (e) Item 4.4 of the Special Executive Mayoral Committee meeting, held on 21 August 2019.
- (f) Item 4.4 of the Special Council meeting, held on 23 August 2019.
- (g) Item 3.1 of the Special Municipal Public Accounts Committee meeting, held on 21 October 2019.
- (h) Item 4.1 of the Municipal Public Accounts Committee meeting, held on 28 October 2019.
- (i) Item 7.2 of the Special Municipal Public Accounts Committee meeting, held on 4 November 2019.
- (j) Item 8.1.12 of the Council meeting, held on 11 December 2019.
- (k) Item 8.1.5 of the Council meeting, held on 28 January 2020.
- (I) Item 3.1 of the Municipal Public Accounts Committee meeting, held on 24 February 2020.
- (m) Item 8.1.2 of the Council meeting, held on 25 February 2020.
- (n) Item 8.1.4 of the Council meeting, held on 25 August 2020.
- (o) Item 8.1.7 of the Council meeting, held on 30 September 2020.
- (p) Item 8.1.4 of the Council meeting, held on 25 November 2020.

The following memorandum, dated 20 May 2019, was received from the Manager: Water and Sewerage:

"Purpose

The purpose of this report is to inform Council regarding the settling option of the Rand Merchant Bank loan which was taken up by KBR (Koekedouw Irrigation Board) for the construction of the Koekedouw Dam.

Background

The Koekedouw Dam was constructed in 1999 as a joint venture between Witzenberg Municipality and the Koekedouw Irrigation Board. Both parties to this venture incurred loans to pay for their share of the construction cost. The loan taken up by Witzenberg Municipality has been settled in 2017.

Currently KBR is still paying off on their loan and Witzenberg Municipality is part of this repayment agreement in terms of our allocation for Vredebes farm. See **annexure 8.1.1(a)**.

The KBR management has met with RMB in order to negotiate a new financing model in order to settle the loan and minimize cost. The new financing model agreed to between the parties, and approved by KBR, is attached as **annexure 8.1.1(b)**.

This new option entails the settling of the loan once-off in order to cut out huge interest on the loan. As can be seen on the attached spreadsheet if we stay with the old financing model, KBR will make a total repayment of R348 628 396 on the initial loan. Currently the outstanding amount is R54 687 042.00, but this amount will escalate to R78 944 608.00 before it starts to decrease and eventually be settled in 2044. With the new financing model total repayment will be R83 152 706.00 resulting in a total saving of R265 475 690.00.

Legal framework

Because Witzenberg Municipality is part of KBR in terms of our allocation for Vredebes, we are also liable for the repayment of our portion of the loan from Rand Merchant Bank.

Financial impact

With the new financing model we will have a huge saving on the repayment of the loan. In terms of the old financing model we will be responsible for repayment of R4 052 646.00 whereas with the new financing model we will make a once-off payment of R889 891.98 to settle the loan, resulting in a saving of R3 162 754.02."

The Municipal Manager gave a background with regard to the matter of settling the Rand Merchant Bank (RMB) loan for the Koekedouw Dam. Further investigation in terms of the agreement will be done. This matter only recently arose and the loan was done before the purchase of Vredebes. The water rights were part of the agreement.

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

(a) that Council approves the new financing model option.

(b) That Witzenberg Municipality settles their portion of the loan with a once-off payment.

The Executive Mayoral Committee resolved on 27 May 2019:

That the Executive Mayoral Committee recommends to Council:

that the matter in respect of the settling of the Rand Merchant Bank loan for the Koekedouw Dam be held in abeyance until the matter has been properly investigated.

Councillor BC Klaasen mentioned that the outstanding arrear amount is based on calculations made by the Koekedouw Irrigation Board and that further investigations are necessary.

Council unanimously resolved on 30 May 2019 that the matter in respect of the settling of the Rand Merchant Bank loan for the Koekedouw Dam be held in abeyance until the matter has been properly investigated.

Further report from Municipal Manager, dated 24 July 2019:

"Since the last Executive Mayoral Committee and council meetings Administration has attempted to obtain written agreements of Council's financial commitment towards the Koekedouw Irrigation Board. The Deed of Sale does not make mention of any such financial commitment towards the Board nor the Title Deed. The Title Deed reflects the water right that is registered and which is inherent to the farm. A meeting was requested with the Chairperson of the Irrigation Board, Mr Danie Goosen, which took place on 2 July 2019.

A summary of the meeting is contained in the email sent by Mr Goosen to the Municipal Manager's office, dated 2 July 2019 and is attached as **annexure 8.1.1(c)**. In terms of the discussion the Koekedouw Irrigation Board took up a loan with the Rand Merchant Bank on behalf of its members. The accountability of the members was pro rata with the water rights of their respective farms. All the members at that time agreed to the conditions which was later on also accepted by the municipality when Vredebes was purchased.

The Irrigation Board used to send an invoice to its members on a yearly basis, which included the municipality and in terms of which they then were obliged to settle. The municipality has been paying regularly on an annual basis since they acquired the farm. The invoice was normally divided into an operational and capital contribution. In terms of the Irrigation Board's members meeting resolution taken, the members accepted the settlement as previously outlined. On the date of the discussion all the members have paid their contribution of the settlement towards the Rand Merchant Bank loan except for the municipality. The Koekedouw Irrigation Board went ahead to pay on the municipality's behalf, because of their commitment and legal obligation and has requested that the municipality repays the amount to them. The crux of the discussion is that the liability of the municipality is coupled to the water rights inherent to the property.

The Municipal Manager informed the meeting that he had consulted with the Chairperson of the Koekedouw Irrigation Board, Mr Danie Goosen, regarding the matter. The explanation from the Chairperson sounds acceptable, but he is awaiting documentation about the matter to submit to Council for consideration.

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (a) that Council approves the new financing model option.
- (b) that Witzenberg Municipality settles their portion of the loan with a once-off payment.

The Executive Mayoral Committee resolved on 29 July 2019:

That the Executive Mayoral Committee recommends to Council:

that the matter in respect of the Rand Merchant Bank (RMB) loan for the Koekedouw Irrigation Board be held in abeyance for further discussion by Council.

Council unanimously resolved on 31 July 2019 that the matter in respect of the Rand Merchant Bank (RMB) loan for the Koekedouw Irrigation Board be held in abeyance for further discussion by Council and to obtain more information.

The following documents are further attached:

- (a) Correspondence from Koekedouw Irrigation Board, dated 13 March 2019: **Annexure 8.1.1(d)**.
- (b) Letter from Grayston & Elliot, dated 13 March 2019: **Annexure 8.1.1(e)**.

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (a) that Council approves the new financing model option.
- (b) That Witzenberg Municipality settles their portion of the loan with a once-off payment.

The Executive Mayoral Committee resolved on 21 August 2019:

That the Executive Mayoral Committee recommends to Council:

that the matter in respect of the Rand Merchant Bank (RMB) loan for the Koekedouw Dam be referred to the Municipal Public Accounts Committee for an investigation and further discussions with the Chairperson of the Koekedouw Irrigation Board and after that a recommendation be made to Council.

Council unanimously resolved on 23 August 2019 that the matter in respect of the Rand Merchant Bank (RMB) loan for the Koekedouw Dam be referred to the Municipal Public Accounts Committee for an investigation and further discussions with the Chairperson of the Koekedouw Irrigation Board and after that a recommendation be made to Council.

The Municipal Public Accounts Committee resolved on 21 October 2019:

- (a) that the Municipal Public Accounts Committee will meet with KMB and KIB on Monday, 28 October 2019 at 14h00 in the Council Chambers, Municipal Offices, Ceres.
- (b) that the Director: Technical Services draft a presentation / report with the recommendation to take the matter forward.
- (c) that the matter after the meeting supra (a) that Municipal Public Accounts Committee make a recommendation to Council.

The Municipal Public Accounts Committee resolved on 28 October 2019 that the Acting Chief Financial Officer compile a breakdown of all municipal payments in terms of the Koekedouw Dam and submit same at the next Municipal Public Accounts Committee (MPAC) meeting.

The Municipal Public Accounts Committee resolved on 4 November 2019 that Municipal Public Accounts Committee will draft a report in respect of Council's instruction to investigate the settling of the Rand Merchant bank (RMB) loan for the Koekedouw Dam and submit thereafter a recommendation to Council.

Council unanimously resolved on 11 December 2019 that the matter in respect of the settling of the Rand Merchant Bank (RMB) loan for the Koekedouw Dam be held in abeyance until the necessary consultations have been done.

Council unanimously resolved on 28 January 2020 that the matter in respect of the settling of the Rand Merchant Bank (RMB) loan for the Koekedouw Dam be held in abeyance until the next meeting.

The following documents are attached:

- (a) Summary of the discussions at the meeting of 21 October 2019, received from the Director: Technical Services: **Annexure 8.1.1(f)**.
- (b) Constitution of Koekedouw Irrigation Board: **Annexure 8.1.1(g)**.
- (c) Agreement between the Municipality and Koekedouw Irrigation Board (*Water vir Ceres*): **Annexure 8.1.1(h)**.
- (d) Dam settlement: Annexure 8.1.1(i).
- (e) Payment to *Koekedouw Bestuursmaatskappy* and *Ceres Koekedouw Bestuurskomitee*: **Annexure 8.1.1(j)**.
- (f) Minutes of MPAC meeting, held on 21 October 2019: **Annexure 8.1.1(k)**.
- (g) Minutes of MPAC meeting, held on 28 October 2019: **Annexure 8.1.1(l)**.
- (h) Minutes of MPAC meeting, held on 4 November 2019: **Annexure 8.1.1(m)**.
- (i) Report of MPAC on the matter: **Annexure 8.1.1(n)**.

The Municipal Public Accounts Committee resolved on 24 February 2020 to recommend to Council:

that the Municipal Public Accounts Committee (MPAC) takes notice of the report in respect of the settling of the Rand Merchant Bank (RMB) loan for the Koekedouw Dam and, after consideration, recommend to Council to approve and accept same.

Extract from the minutes of the Council meeting, held on 25 February 2020:

"Council deliberated the matter in depth and various questions were raised in terms of:

- (a) the evidence of an agreement;
- (b) the stipulations of the loan;
- (c) the original loan amount and the interests on that;
- (d) the role of the Koekedouw Irrigation Board in the loan;
- (e) the water rights;
- (f) the calculations made by the Irrigation Board to get to R889 891-00;
- (g) the influence of the liquidation on the former owner of Vredebes.

After a lengthy debate Council decided that a Special Council meeting will be held to resolve the matter."

Council unanimously resolved on 25 February 2020 that a Special Council meeting be held to deliberate the settling of the Rand Merchant Bank (RMB) loan for the Koekedouw Dam and to scrutinise all documents.

The following recommendation was tabled to Council:

That the Municipal Public Accounts Committee recommends to Council:

that the Municipal Public Accounts Committee (MPAC) takes notice of the report in respect of the settling of the Rand Merchant Bank (RMB) loan for the Koekedouw Dam and, after consideration, recommends to Council to approve and accept same.

Council unanimously resolved on 25 August 2020 that the matter regarding the settling of the Rand Merchant Bank (RMB) loan for the Koekedouw Dam be held in abeyance until the next meeting.

The following recommendation was tabled to Council:

That the Municipal Public Accounts Committee recommends to Council:

that the Municipal Public Accounts Committee (MPAC) takes notice of the report in respect of the settling of the Rand Merchant Bank (RMB) loan for the Koekedouw Dam and, after consideration, recommends to Council to approve and accept same.

Council unanimously resolved on 30 September 2020 that a special Council meeting be held in respect of the settling of the Rand Merchant Bank loan for the Koekedouw Dam.

Council unanimously resolved on 25 November 2020 that the matter in respect of the settling of the Rand Merchant Bank (RMB) loan for the Koekedouw Dambe held in abeyance until the next meeting.

RECOMMENDED

For consideration.

8.2 Direktoraat Tegniese Dienste / Directorate Technical Services

8.2.1 Small Scale Embedded Generation (SSEG) proposal: Dedicated connection model options (16/3/P)

Item 7.2.1 of the Executive Mayoral Committee meeting, to be held on 14 December 2020, refers.

A memorandum from the Senior Manager: Electro-Technical Services, dated 11 September 2020, is attached as **annexure 8.2.1(a)**.

Council unanimously resolved per item 8.2.3 of 25 November 2020:

- (a) that the matter in respect of the Small Scale Embedded Generation Policy be workshopped by Council and after that be tabled to Council again.
- (b) that the Executive Mayoral Committee forms an ad hoc committee to discuss the matter supra (a) and obtain more information in respect of the impact on the municipality.

The following memorandum, dated 10 December 2020, was received from the Senior Manager: Electro-Technical Services

"Purpose

The purpose of this document is to propose a solution for the complicated SSEG challenge that is faced by the Municipality due to the sustainability concern.

Discussion

The energy sector is ever changing and with each era facing its own unique challenges. The unidentified financial consequences to Council related to consumers installing Solar Panels (Renewable Energy) resulted in the need to understand, control and monitor the installation of renewable energy plants by consumers, onto the Municipal electrical network or grid. Council then approved a limited SSEG Policy to control the numerous applications.

The limit, based on kVA rather that kWH, was reached for Ceres, which is a concern for business owners who needs to counter the ever increasing energy costs as well as the need to comply with 'green export' requirements.

Currently the municipality is being flooded with requests for SSEG installations, not to mention the unauthorized installations that are being installed.

It is also pertinent to mention that Ceres is being faced with capacity constraints from the side of Eskom. Consumers are now being prevented from installing SSEG and/or upgrading their connections, thereby preventing any growth.

Problem statement and limitations

The following are the main challenges faced by the municipality in order to install own PV plants and counter the ESKOM increases:

- Costly and timeous process for Municipality to install solar plants and sell the energy to customers;
- The installation of solar is a large capital expenditure, which council cannot easily afford;
 - Various suppliers install the plants and the plant is paid by the buying of the power over a set period of normally more than 5 to 7 years.
 - o The Municipality is limited to 3 / 5 years, which makes this option not feasible.

D-SSEG Model proposed

The Electricity Department proposed a new SSEG model - dedicated SSEG model (D-SSEG). This system will counter act on the risks to the financial management of the municipality and/or increase the municipal surplus in order to keep the municipality sustainable.

Proposed D-SSEG Model

Attached as **annexure 8.2.1(b)** is a diagram, illustrating a proposal that takes the relevant limitations into consideration and delivers an acceptable solution to the problems faced by the municipality and its consumers.

The model consists of the following:

- Solar PV installation by the Customer Private plant normal SSEG
- Solar PV installation by the Customer Special / Dedicated Special SSEG

The Normal SSEG will function as normal and is currently limited by Council to ensure sustainability.

The special / dedicated SSEG (Say D-SSEG) is fed into the municipal grid before the customer's tariff meter. The power supplied from the D-SSEG is metered separately and the customer is paid a special SSEG tariff, which includes plant payment component, but is still less than Eskom rates. This will motivate consumers to install these type of plants for municipal benefit and not directly for themselves. The consumer will also have an advantage due to the flexibility that can be negotiated with the supplier for payment over a longer period, than what would be achieved by the Special SSEG tariff only.

Advantages of this model for the municipality:

- Financial expenditure by the consumer:
- Procurement and installation by the consumer;
- Buying power at less than Eskom rates;

- Maintenance and operation by customer;
- Municipality only pay for power delivered:
- Less power is bought from Eskom;
- No additional personnel required;
- Consumers, especially farmers, have the available property to install solar;
- Customer get saving on electricity;
- Customer can use this to comply with green energy requirements.

<u>Challenges and additional requirements for this model to be feasible</u>

- Special REFIT tariff;
- Council will have to commit to include this special REFIT tariff for the foreseeable future;
- The model shall be based on a Time-of-Use (TOU) tariff;
- The municipality cannot pay more for energy than from Eskom:
- The municipality shall have an agreement / consumer agreement to protect all parties involved
- We cannot approve SSEG exceeding the Municipal baseload;
- Additional meters will be required and will have to be read;
- There may be legal implications for buying from a customer and reselling to other consumers (IPP-type arrangement) — to be investigated if needed.

Financial implications

With the escalating costs of electricity, consumers are increasingly looking to lower their electricity costs by installing solar panels or other types of renewable energy. Municipalities are aware of this and are faced with the possibility, that in the long term, consumers may 'Grid Defect'. Grid defection is when a consumer goes off grid *totally* and no longer requires an electrical connection from Council, thereby depriving Council of all electricity income whatsoever.

Council has two possible avenues in preventing grid defection of consumers. Firstly by reducing the cost of electricity by installing its own large scale renewable energy plants and passing the savings onto the consumers, thereby making the installation of solar panels by consumers non-financially viable. This is not a quick solution, due to various limitations, such as legislation, funding etc.

The proposed model addresses all the concerns and no financial simulation is needed to prove that this will be beneficial to the Municipality, since the Municipality is only buying power at a rate less than that of Eskom. No grid defection or reduction in sales can occur.

Saving

However, should we need to quantify the saving that can be achieved by implementing this model, the following philosophy can be applied:

- Proposed tariff (to be finalised):
 - Eskom rates (low season) REFIT: Eskom less say 10%;
 - Eskom rates (High season) REFIT: Eskom Low season rates;
- Model shall be Time-of-Use (TOU)
- D-SSEG rate shall be less than Eskom rates
- D-SSEG shall include a component to contribute towards the cost of the
 PV plant installation in order to make this feasible to the consumers

SSEG LEVY Model proposed

The D-SSEG model was discussed with various business owners and based on the feedback this levy model is developed.

The basic principle is as follows:

- Each PV plant can generate a pre-determined theoretical maximum energy;
- This can be quantified, based on the details of the plant:
- This information can be used to determine the maximum influence on the municipality's financial surplus;
- This reduction in consumption is calculated in terms of a Rand value and then paid by the customer as a SSEG levy.

The advantages of this are as follows:

- No financial implications to the Municipality;
- No technical implications on the Municipality, since the installation will be according to the standards;
- No risk of any legislation problems;
- No tariff to be approved by NERSA
- No additional meters to be read by finance;
- No complicated changes to the billing system;
- No addition contracts with the customers;

This model address the issues faced by the D-SSEG model and simplifies the process.

For this model to be feasible, the following rules should be set in place:

- No REFIT tariff will be applicable in these cases and the Municipal grid will be used to bank energy
- All credit should be cleared at the end of the financial year;
- 4 Quadrant meters will need to be installed at each installation;
- Must stay a net consumer of electricity
- No limitation by council on the amount of solar installations required.
- Calculated levies will be paid monthly or 12 months in advance
- This agreement regarding the SSEG-Levy model will lapse once any of the following occurs:
 - o Formal cancellation by customer
 - Non-payment by customer
 - Decommissioning of plant

Conclusion

The municipality is faced with a challenge regarding the SSEG installations. We need an urgent solution that can be implemented without significant changes to our systems. The proposed SSEG-Levy model, addresses the concerns and puts the Municipality in a position to take a zero risk decision.

This, however, will not replace the standard SSEG policy of the Municipality that is currently limited to 15%. This needs to be addressed by urgently considering the proposed methodology (Kwh) change in line with National trend, and along with the following:

- Complete tariff study
- Cost of supply study
- And interim SSEG tariffs:
 - o Fixed charge
 - REFIT tariff "

RECOMMENDED

To be workshopped.

8.2.2 Policy for Work and the Installation of Services in the Road Reserve (16/04/4/6)

The following items refer:

- (a) Item 7.4 of the meeting of the Committee for Technical Services, held on 20 November 2019.
- (b) Item 7.2.3 of the Executive Mayoral Committee meeting, held on 23 January 2020.
- (c) Item 8.2.2 of the Council meeting, held on 25 February 2020.
- (d) Item 8.2.2 of the Council meeting, held on 25 August 2020.
- (e) Item 8.2.2 of the Council meeting, held on 25 November 2020.

The following documents are attached:

- (a) Memorandum from the Manager: Streets and Storm Water, dated 4 November 2019: **Annexure 8.2.2(a)**.
- (b) Policy for Work and the Installation of Services in the Road Reserve (Revised): **Annexure 8.2.2(b)**.
- (c) Appendix A: List of Active Network Licensees in Witzenberg municipal area: **Annexure 8.2.2(c)**.

- (d) Appendix B: Road works signing for urban streets: **Annexure 8.2.2(d)**.
- (e) Appendix C: DCP Test Result Sheet: **Annexure 8.2.2(e)**.
- (f) Appendix D: Occupational Health and Safety Specification for Construction Works Contracts: **Annexure 8.2.2(f)**.
- (g) Form 1: Way leave Application Form, Form 1.1: Undertaking / Indemnity and Form 1.2: Certificate of Inspection and completion: Annexure 8.2.2(g).

The Committee for Technical Services resolved on 20 November 2019 to recommend to the Executive Mayoral Committee and Council:

that the Policy for Work and the Installation of Services in the Road Reserve be workshopped by Council and after that be tabled to Council for adoption.

The Executive Mayoral Committee resolved on 23 January 2020 to recommend to Council that the Policy for Work and the Installation of Services in the Road Reserve be workshopped by Council and after that be tabled to Council for adoption.

The following recommendation was tabled to Council:

that the Policy for Work and the Installation of Services in the Road Reserve, after consideration, be approved and adopted by Council.

Council unanimously resolved on 25 February 2020 that the matter in respect of the Policy for Work and the Installation of Services in the Road Reserve be workshopped by Council and after that be submitted for consideration.

The following recommendation was tabled to Council:

that the Policy for Work and the Installation of Services in the Road Reserve, after consideration, be approved and adopted by Council.

Council unanimously resolved on 25 August 2020 that the matter regarding the Policy for Work and the Installation of Services in the Road Reserve be held in abeyance until the next meeting.

Council unanimously resolved on 25 November 2020:

- (a) that the Policy for Work and the Installation of services in the Road Reserve be workshopped by Council and after that be tabled again for adoption.
- (b) that the Director: Technical Services make the changes to the policy before approval.

The revised policy is attached as annexure 8.2.2(b).

RECOMMENDED

that the Policy for Work and the Installation of Services in the Road Reserve, after consideration, be approved and adopted by Council.

8.3 Direktoraat Gemeenskapsdienste / Directorate Community Services

8.3.1 Ceres Bowling Club: Erf 1198, Phillip Street, Ceres: Planned expansion of clubhouse (07/1/3)

The following items refer:

- (a) Item 8.1 of the meeting of the Committee for Community Development, held on 10 September 2020.
- (b) Item 7.3.2 of the Executive Mayoral Committee meeting, held on 23 November 2020.
- (c) Item 8.3.4 of the Council meeting, held on 25 November 2020.
- (d) Item 7.3.2 of the Executive Mayoral Committee meeting, to be held on 14 December 2020.

A memorandum from the Manager: Environment and Amenities, dated 8 September 2020, is attached as **annexure 8.3.1**.

The Committee for Community Development resolved on 10 September 2020 to recommend to the Executive Mayoral Committee and Council:

- (i) that Council approves the planned expansion of the clubhouse.
- (ii) that Council concludes a long-term lease agreement with the Bowling Club.

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (i) that Council approves the planned expansion of the clubhouse.
- (ii) that Council concludes a long-term lease agreement with the Bowling Club.

The Executive Mayoral Committee resolved on 23 November 2020 to recommend to Council that the matter in respect of the planned expansion of the Ceres Bowling Clubhouse on erf 1198, Phillip Street, Ceres be held in abeyance until the next meeting.

Council unanimously resolved on 25 November 2020 that the matter in respect of the planned expansion of the Ceres Bowling Clubhouse on erf 1198, Phillip Street, Ceres be held in abeyance until the next meeting pending further information.

The following recommendation is tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (i) that Council approves the planned expansion of the clubhouse.
- (ii) that Council concludes a long-term lease agreement with the Bowling Club.

RECOMMENDED

That the Executive Mayoral Committee recommends to Council:

- (i) that Council approves the planned expansion of the clubhouse.
- (ii) that Council concludes a long-term lease agreement with the Bowling Club.

8.3.2 Lease of portion of erf 1, Pine Valley, Wolseley: Old Malikhanye Crèche (7/1/4/1)

The following items refer:

- (a) Item 7.1 of the meeting of the Committee for Community Development, held on 23 July 2020.
- (b) Item 7.3.6 of the Executive Mayoral Committee meeting, held on 24 August 2020.
- (c) Item 8.3.8 of the Council meeting, held on 25 August 2020.
- (d) Item 7.3.8 of the Executive Mayoral Committee meeting, held on 28 September 2020.
- (e) Item 8.3.10 of the Council meeting, held on 30 September 2020.
- (f) Item 7.3.3 of the Executive Mayoral Committee meeting, held on 23 November 2020.
- (g) item 8.3.5 of the Council meeting, held on 25 November 2020.

A memorandum from the Acting Manager: Socio-Economic Development, dated 7 July 2020, is attached as **annexure 8.3.2**.

The Committee for Community Development resolved on 23 July 2020:

(a) That the Committee for Community Development takes notice of the Lease of portion of erf 1, Pine Valley, Wolseley: Old Malikhanye Crèche.

- (b) That the Committee for Community Development recommends to the Executive Mayoral Committee and Council:
 - (i) that Council approves leasing of the building on erf 1, Pine Valley, Wolseley for a period of three (3) years.
 - (ii) that the property to be leased, is not required for the provision of the minimum level of basic services [MFMA Section 14.2(a)].
 - (iii) that, as the fair market value is not applicable due to the economic and community value that are received in exchange for the lease of the asset [MFMA Section 14.2(b)], the exemption of rental charges is considered on condition that the municipality leases the building as it is, and that the lessee does all repair work to the building.
 - (iv) that the Supply Chain process be followed.

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (a) that Council approves leasing of the building on erf 1, Pine Valley, Wolseley for a period of three (3) years.
- (b) that the property to be leased, is not required for the provision of the minimum level of basic services [MFMA Section 14.2(a)].
- (c) that, as the fair market value is not applicable due to the economic and community value that are received in exchange for the lease of the asset [MFMA Section 14.2(b)], the exemption of rental charges is considered on condition that the municipality leases the building as it is, and that the lessee does all repair work to the building.
- (d) that the Supply Chain process be followed.

The Executive Mayoral Committee resolved on 24 August 2020 that the matter regarding the lease of a portion of erf 1, Pine Valley, Wolseley be held in abeyance until the next meeting.

Council unanimously resolved on 25 August 2020 that the matter regarding the lease of a portion of erf 1, Pine Valley, Wolseley be held in abeyance until the next meeting.

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (a) that Council approves leasing of the building on erf 1, Pine Valley, Wolseley for a period of three (3) years.
- (b) that the property to be leased, is not required for the provision of the minimum level of basic services [MFMA Section 14.2(a)].
- (c) that, as the fair market value is not applicable due to the economic and community value that are received in exchange for the lease of the asset [MFMA Section 14.2(b)], the exemption of rental charges is considered on condition that the municipality leases the building as it is, and that the lessee does all repair work to the building.
- (d) that the Supply Chain process be followed.

The Executive Mayoral Committee resolved on 28 September 2020 to recommend to Council that the matter regarding the lease of a portion of erf 1, Pine Valley, Wolseley be held in abeyance until the next meeting.

Council unanimously resolved on 30 September 2020 that the matter regarding the lease of a portion of erf 1, Pine Valley, Wolseley be held in abeyance until the next meeting.

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (i) that Council approves the leasing of the building on erf 1, Pine Valley, Wolseley for a period of three (3) years.
- (ii) that the property to be leased, is not required for the provision of the minimum level of basic services [Municipal Finance Management Act Section 14.2(a)].
- (iii) that, as the fair market value is not applicable due to the economic and community value that are received in exchange for the lease of the asset [Municipal Finance Management Act Section 14.2(b)], the exemption of rental charges is considered on condition that the municipality leases the building as it is, and that the lessee does all repair work to the building.
- (iv) that the Supply Chain process be followed.

The Executive Mayoral Committee resolved on 23 November 2020 to recommend to Council:

- (i) that the matter in respect of the lease of the old Malikhanye Crèche on erf 1, Pine Valley, Wolseley be advertised for a public participation process.
- (ii) that the Section Supply Chain Management provides inputs in the procurement process supra (a) to ensure a fair, open and transparent process.

Council unanimously resolved on 25 November 2020 that the matter in respect of the lease of the old Malikhanye Crèche on erf 1, Pine Valley, Wolseley be held in abeyance until the next meeting.

RECOMMENDED

For consideration.

8.3.3 Lease of portion of Erf 1, Pine Valley, Wolseley: Old Malikhanye Crèche (7/1/4/1)

The following items refer:

- (a) Item 7.1 of the meeting of the Committee for Community Development, held on 10 September 2020.
- (b) Item 7.3.4 of the Executive Mayoral Committee meeting, held on 23 November 2020.
- (c) Item 8.3.6 of the Council meeting, held on 25 November 2020.

A memorandum from the Acting Manager: Socio-Economic Development, dated 24 August 2020, is attached as **annexure 8.3.3**.

The Committee for Community Development resolved on 10 September 2020 to recommend to the Executive Mayoral Committee and Council:

- (i) that Council enters into a Lease Agreement with the Holy Tabernacle of God Church in conjunction with the Pine Valley Neighbourhood watch to utilise the portion of erf 1, Pine Valley, Wolseley for socio or community development purposes.
- (ii) that Council gives approval for leasing of the building in Pine Valley, Wolseley (portion of plot 1) for a period of three (3) years on condition that Council will reconsider the Lease Agreement after three years.

- (iii) that the Municipal Manager be mandated to sign the Lease Agreement on behalf of Council.
- (iv) that the property that is to be leased not be required for provision of minimum level of basic services (MFMA Section 14.2a)
- (v) That the fair market value not be applicable due to the economic and community value that are received in exchange for the lease of the asset (MFMA Section 14.2 b). Council to consider exemption of rental charges, on condition that we lease the building as it is, and that the lessee do all repair work to the building.

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (i) that Council enters into a Lease Agreement with the Holy Tabernacle of God Church in conjunction with the Pine Valley Neighbourhood Watch to utilise the portion of erf 1, Pine Valley, Wolseley for socio or community development purposes.
- (ii) that Council gives approval for leasing of the building in Pine Valley, Wolseley (portion of plot 1) for a period of three (3) years on condition that Council will reconsider the Lease Agreement after three years.
- (iii) that the Municipal Manager be mandated to sign the Lease Agreement on behalf of Council.
- (iv) that the property that is to be leased not be required for provision of minimum level of basic services (MFMA Section 14.2a)
- (v) that the fair market value not be applicable due to the economic and community value that are received in exchange for the lease of the asset (MFMA Section 14.2 b).
- (vi) Council to consider exemption of rental charges, on condition that we lease the building as it is, and that the lessee do all repair work to the building.

The Executive Mayoral Committee resolved on 23 November 2020 to recommend to Council:

- (i) that the matter in respect of the lease of the old Malikhanye Crèche on erf 1, Pine Valley, Wolseley be advertised for a public participation process.
- (ii) that the Section Supply Chain Management provides inputs in the procurement process supra (a) to ensure a fair, open and transparent process.

Council unanimously resolved on 25 November 2020 that the matter in respect of the lease of the old Malikhanye Crèche on erf 1, Pine Valley, Wolseley be held in abeyance until the next meeting.

RECOMMENDED

For consideration.

8.4 Direktoraat Korporatiewe Dienste / Directorate Corporate Services

8.4.1 Mayoral Bursary Fund Policy: Witzenberg Municipality (5/P)

The following items refer:

- (a) Item 4.4.3 of the Executive Mayoral Committee meeting, held on 3 October 2019.
- (b) Item 4.4.3 of the Special Council meeting, held on 4 October 2019.
- (c) Item 8.4.6 of the Council meeting, held on 30 October 2019.
- (d) Item 8.4.1 of the Council meeting, held on 30 September 2020.
- (e) Item 8.4.6 of the Council meeting, held on 25 November 2020.

The proposed Mayoral Bursary Fund Policy for Witzenberg Municipality is attached as **annexure 8.4.1**.

The policy was workshopped by Council on 29 May 2019.

The Executive Mayoral Committee resolved on 3 October 2019 to recommend to Council that the Mayoral Bursary Fund Policy for Witzenberg Municipality, after being workshopped and considered, be approved and adopted.

The following recommendation was tabled to Council:

That the Executive Mayoral Committee recommends to Council:

that the Mayoral Bursary Fund Policy for Witzenberg Municipality, after consideration, be approved and adopted.

Council unanimously resolved on 4 October 2019 that the matter in respect of the Mayoral Bursary Fund Policy for Witzenberg Municipality be held in abeyance until the next meeting.

The following recommendation was tabled to Council:

that the Mayoral Bursary Fund Policy for Witzenberg Municipality, after consideration, be approved and adopted.

Council unanimously resolved on 30 October 2019 that the Mayoral Bursary Fund Policy for Witzenberg Municipality be workshopped by Council and after that be tabled to Council for approval.

Council unanimously resolved on 30 September 2020 that the Mayoral Bursary Fund be workshopped by Council and after that be tabled for adoption.

The following recommendation was tabled to Council:

That the Mayoral Bursary Fund, after consideration, be approved and adopted.

Council unanimously resolved on 25 November 2020 that the matter in respect of the Witzenberg Municipality Mayoral Bursary Fund Policy be held in abeyance to be workshopped by Council and after that be tabled to Council.

RECOMMENDED

that the Witzenberg Municipality Mayoral Bursary Fund, after consideration, be approved and adopted.

8.4.2 Proposed Council meeting program: January until June 2021 (3/1/2/3)

The following items refer:

- (a) Item 8.4.8 of the Council meeting, held on 25 November 2020.
- (b) Item 7.4.2 of the Executive Mayoral Committee meeting, to be held on 14 December 2020.

Council unanimously resolved on 25 November 2020 that the matter in respect of the proposed meetings program of Council for January until December 2021 be held in abeyance until the next meeting to be synchronised with the Provincial Legislature dates.

The following memorandum, dated 9 December 2020, was received from the Manager: Administration:

"1. Purpose

To obtain the approval of the Executive Mayoral Committee as well as Council for the proposed Council meeting program for January until June 2021.

2. For decision

Council.

3. Executive summary

The Council meeting program and meeting schedule for January until June 2021 is attached as **annexure 8.4.2(a)**. The program is essentially similar to that of 2020. It is recommended that the attached program for the period January until June 2021 be approved. SALGA and the Western Cape Government have requested that municipalities finalise their own Council calendar dates in order for them to synchronise dates with everybody. The e-mail of SALGA is attached as **annexure 8.4.2(b)** and that of the Western Cape Government as **annexure 8.4.2(c)**.

Council is requested to approve the meeting program for January until June 2021. The Council meeting program of the Witzenberg Municipality has been synchronised with the meeting dates of the Cape Winelands District Municipality and is now submitted to Council for approval.

4. Discussion

4.1 Background and discussion

In terms of Section 19 of the Local Government Municipal Systems Act (Act 32 of 2000) the Municipal Manager must give notice to the public in a manner determined by the Municipal Council of the time, dates and venues of every ordinary meeting of the Council and special or urgent meetings of the Council except when time constraints make this impossible.

The proposed Council meeting program for January until June 2021 provides the list of scheduled meetings of Council, the Executive Mayoral Committee, the various Section 80 Committees, Municipal Public Accounts Committee (MPAC), Performance, Risk and Audit Committee (PRAC), the Local Labour Forum (LLF) and the Senior Management with the applicable time, date, venue or modus of the meetings.

Senior Management meetings are once again proposed to be held every Monday, Section 80 Committee meetings on the third Wednesday and Thursday of every month, but meetings of the Committee for Housing Matters on the last Thursday of the month, Council workshops on the day prior to the Council meeting and Council meetings on the last Wednesday of the month, depending on specific circumstances. Council meetings are also synchronised with the Council meetings of the Cape Winelands District Municipality. Meetings of the Executive Mayoral Committee are scheduled twice a month. All meetings can be held virtually or in contact depending on the COVID-19 Regulations and circumstances at the time.

4.2 Constitutional and policy implications

Compliance with COVID-19 Regulations in case of contact meetings and compliance with municipal IT Policy in case of virtual meetings.

4.3 Environmental implications

This program has no environmental implications.

4.4 Financial implications

The monthly Council meetings are published in the local community newspaper, the cost of which is duly budgeted for.

4.5 Legal implications

In terms of Section 19 of the Local Government Municipals Systems Act (Act 32 of 2000) the Municipal Manager must give notice to the public in a manner determined by the Municipal Council of the time, date and venue or modus of every ordinary meeting of the Council and special or urgent meetings of the Council except when time constraints make this impossible.

Council meetings are planned for every month except for April, June, September and November and this exceeds the minimum requirement of one meeting per quarter as prescribed.

All legislative and policy requirements are complied with."

The following recommendation is tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

that the proposed Council meeting program for January until June 2021 be approved.

RECOMMENDED

That the Executive Mayoral Committee recommends to Council:

that the proposed Council meeting program for January until June 2021 be approved.

8.4.3 Public Participation Process Policy (2/2/P)

The following items refer:

- (a) Item 7.4.3 of the Executive Mayoral Committee meeting, held on 23 November 2020.
- (b) Item 8.4.9 of the Council meeting, held on 25 November 2020.

The following memorandum, dated 17 November 2020, was received from the Manager: IDP:

"Purpose

To submit a Public Participation Process Policy to Council for consideration.

Legislative background

Municipal Systems Act 32/2000 Section16:

- 16. Development of culture of community participation.
 (1) A municipality must develop a culture of municipal governance that complements formal representative government with a system of participatory governance, and must for this purpose
 - (a) encourage, and create conditions for, the local community to participate in the affairs of the municipality, including in
 - (i) the preparation, implementation and review of its integrated development plan in terms of Chapter 5;
 - (ii) the establishment, implementation and review of its performance management system in terms of Chapter 6;
 - (iii) the monitoring and review of its performance, including the outcomes and impact of such performance;
 - (iv) the preparation of its budget; and
 - (v) strategic decisions relating to the provision of municipal services in terms of Chapter 8;

- (b) contribute to building the capacity of
 - (i) the local community to enable it to participate in the affairs of the municipality; and
 - (ii) councillors and staff to foster community participation;
- (c) use its resources, and annually allocate funds in its budget, as may be appropriate for the purpose of implementing paragraphs (a) and (b)."

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

that the Public Participation Process Policy, after consideration, be approved and accepted.

The Executive Mayoral Committee resolved on 23 November 2020 to recommend to Council that the matter in respect of the Public Participation Process Policy be workshopped by Council and after that be tabled to Council.

Council unanimously resolved on 25 November 2020 that the Public Participation Process Policy be amended as requested at the Council workshop and after that be tabled to Council.

The revised Public Participation Process Policy is attached as **annexure 8.4.3**.

RECOMMENDED

that the Public Participation Process Policy, after consideration, be approved and accepted.

8.4.4 National state of disaster: COVID-19 (17/7/3/P)

Item 7.4.5 of the Executive Mayoral Committee meeting, to be held on 14 December 2020, refers.

The following report was received from the Municipal Manager:

"Purpose

To request the Executive Mayoral Committee to reconsider Council resolution 8.4.1 of 25 March 2020 on precautionary measures to combat the COVID-19 virus in the Witzenberg municipal area.

Background

The National State of Disaster as a result of the COVID-19 pandemic has been extended until 15 January 2021. The Witzenberg municipal area is experiencing a spike in the COVID-19 positive cases and both the National Minister of Health and the Premier of the Western Cape have drawn the public's attention to a second wave of the pandemic. The Premier has now scheduled special meetings on Fridays with municipalities to monitor the progress and spread of the virus within the Western Cape. It is for this reason that Council is requested to consider implementing measures to curb the spread of the COVID-19 virus. Council took a resolution on 25 March 2020 on the matter, which is incorporated hereto for reconsideration.

"UNANIMOUSLY RESOLVED

- (a) that it be noted that the COVID-19 pandemic has been declared a national state of disaster by the President (per Government Notice no. 313 of 15 March 2020), and of the presidential directives issued in this regard.
- (b) that cognisance be taken of the regulations as promulgated in the Government Gazette no. 43107, dated 18 March 2020, as attached.
- (c) that the following measures be implemented with immediate effect in an attempt to curb the spreading of COVID-19 in the Witzenberg municipal area:
 - (i) Municipal services to provisionally continue as normal, but residents be encouraged to avoid non-essential visits to any of the municipal offices and facilities and to rather use online, telephone and electronic services.
 - (ii) The following municipal facilities be closed with immediate effect, until further notice:
 - community halls, town halls and library halls, Pine Forest Resort, swimming pools, sports facilities and club houses.
 - (iii) Approval be granted that existing bookings of said facilities either be cancelled or postponed and that fees be refunded without recovering the administrative fee associated with cancellations.

- (iv) The operating hours of the libraries remain unchanged for the time being, but that only basic services (taking out and returning of reading material) be provided and that access and number control be applied.
- (v) Cemeteries remain open, but users be made aware of the legal number limits applicable to gatherings.
- (vi) Customer offices, such as cash offices, traffic licencing and test centres remain open to the public for the time being, but strong precaution be taken to ensure a heightened level of hygiene.
- (vii) All public engagements and gatherings, including ward committee meetings, sectoral and other IDP and budget-related public participation meetings be cancelled until further notice.
- (viii) Meetings of the Council and its committees provisionally continue as scheduled, but that members of the public will not be allowed access to these meetings, but not excluding the media.
- (ix) All community development projects and holiday programmes scheduled and presented by the Directorate Community Development during the school holiday and on public holidays, be cancelled.
- (x) No applications be approved in terms of the Gatherings Act, as well as in terms of the Municipality's By-law regarding the Holding of Events, and existing approvals be cancelled until further notice.
- (xi) The Municipal Manager be authorised to take urgent decisions relating to the COVID pandemic, inter alia regarding, but not limited to, the following:
 - Identification of available sites to be used as isolation and quarantine facilities, and to submit the list to the Department of Health (as per regulations);
 - Shortening/determination of periods as determined in this resolution;
 - Increased access control and security measures at inter alia municipal offices, stores, test centres;
 - Appointment of a task team and communication spokesperson(s) as well as determination of communication methods and handling of enquiries ("hotline");
 - Closure/reopening of facilities and termination/continuation of services;
 - Safety measures for staff e.g. provisional suspension of biometrics, approval and criteria of special/quarantine leave, use of protective equipment/clothing, shift systems and working from home, awareness measures;
 - Attendance of courses, workshops and meetings by staff representatives.
- (d) that all public communication regarding COVID-19 be issued under the name of the Executive Mayor and internal communication (with staff) by the Municipal Manager or his nominee(s).

- (e) that the designated police offices (DPO's) be requested to communicate the information in the regulations in as far as it relates to the operating hours of on and off consumption premises, to licensees.
- (f) that a press release be issued to communicate the measures contained herein and applicable to the public, for publication on the website, social media and in the local newspapers.
- (g) that a copy of this resolution be communicated to all Councillors."

The matter is tabled to the Executive Mayoral Committee for consideration.

RECOMMENDED

For consideration.

8.4.5 Donation of a portion of erf 103 Op-die-Berg to the Department Transport and Public Works: Provincial Government Western Cape (7/1/4/2)

Item 7.4.4 of the Executive Mayoral Committee meeting, to be held on 14 December 2020, refers.

The following memorandum, dated 10 December 2020, was received from the Municipal Manager:

"Purpose

To consider a request from the Department Transport and Public Works: Provincial Government Western Cape on behalf of Skurweberg Senior Secondary School for the donation of a portion of erf 103, Op-die-Berg in extent of approximately 556 $\rm m^2$ from the Witzenberg Municipality to the said Department of Public Works.

Background

The Department of Public Works is in the process of transferring land that was donated by the Dutch Reformed Church to the Department for the building of a school (Skurweberg). The land is still registered in the name of the Church. A portion of land is used for the purpose of a sports field. The sports field is, however, encroaching on municipal land and the request is for the municipality to consider donating this small piece of land to the Department (Skurweberg). A copy of the proposed subdivision by Land-Surveyor Riding & Watt as well as a Google map photo is attached as **annexure 8.4.5**. The Department was advised that the municipality incurred certain expenses on the sports field and in exchange for the donation they are prepared to include the following conditions in the Donation Agreement and Title Deed:

- (a) Due to the fact that Op-die-Berg does not have available a sports field for the broader community of Op-die-Berg, the field will be made available to the community until Witzenberg Municipality develops a new sports field in Op-die-Berg.
- (b) That Witzenberg Municipality, in consultation with the school, handles the bookings of the field.
- (c) That both Witzenberg Municipality and the Department Public Works maintain the field.
- (d) That Witzenberg Municipality will make available a permanent caretaker for this field.
- (e) The conditions set out in points (a) to (d) must be registered against the Title Deed.

The following recommendation is tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (a) that a portion of erf 103, Op-die-Berg is not required for minimum basic services in terms of Section 14 of the Municipal Finance Management Act.
- (b) the transfer of a portion of erf 103, Op-die-Berg is in the interest of the Op-die-Berg community and to a state department.
- (c) that the Donation Agreement between Witzenberg Municipality and the Department of Public Works: Western Cape be approved.
- (d) that Council waives the requirement of market related selling price as a result of the community interest.
- (e) that the Municipal Manager be mandated to sign the necessary documentation on behalf of Council to give effect to the transfer of the property and all other legal documentation.
- (f) that Council's intention to donate a portion of erf 103, Op-die-Berg be advertised for any objections.

RECOMMENDED

That the Executive Mayoral Committee recommends to Council:

- (a) that a portion of erf 103, Op-die-Berg is not required for minimum basic services in terms of Section 14 of the Municipal Finance Management Act.
- (b) the transfer of a portion of erf 103, Op-die-Berg is in the interest of the Op-die-Berg community and to a state department.

- (c) that the Donation Agreement between Witzenberg Municipality and the Department of Public Works: Western Cape be approved.
- (d) that Council waives the requirement of market related selling price as a result of the community interest.
- (e) that the Municipal Manager be mandated to sign the necessary documentation on behalf of Council to give effect to the transfer of the property and all other legal documentation.
- (f) that Council's intention to donate a portion of erf 103, Op-die-Berg be advertised for any objections.

8.4.6 Sale of municipal land: Erf 622, Wolseley (7/1/4/2)

The following items refer:

- (a) Item 7.4.4 of the Executive Mayoral Committee meeting, held on 23 November 2020.
- (b) Item 8.4.10 of the Council meeting, held on 25 November 2020.
- (c) Item 7.4.1 of the Executive Mayoral Committee meeting to be held on 14 December 2020.

The following memorandum, dated 18 November 2020, was received from the Municipal Manager:

"Purpose

To consider the request of Lotus South African Manufacturing to purchase the remainder of erf 622, Wolseley and to make a recommendation to Council accordingly.

Deliberation

Council sold a portion of erf 622, Wolseley to Grassroots (Pty) Ltd as per Council resolution 8.4.8 of 5 December 2017 for the construction of an agri-processing facility. Grassroots restructured their company and amalgamated with Lotus South African Manufacturing which effectively took over the operations.

The facility was duly constructed and is currently creating 300 permanent job opportunities for employees. The said company is procuring 90 % of its raw materials (with a monetary value exceeding R35 million per annum) from local suppliers in the Witzenberg region. The company has now approached the municipality with a request that Council considers selling the remainder of erf 622, Wolseley to Lotus. A Google map reflecting the remainder of the said erf is attached as **annexure 8.4.6(a)**.

In terms of a letter received from Lotus the acquisition of adjacent land will allow them to start with the second phase of their manufacturing facility. This will provide 60 more employment opportunities and will ultimately provide 600 permanent job opportunities. The total investment for phase 1 is approximately R100 million. The value for the phases 2 and 3 development is a projected R140 million. In terms of their future planning phase 4 extension is then planned for 2026. The phases of their development is set out in the said letter, attached as **annexure 8.4.6(b)**. The company has also pronounced its investment for the SA Investment Conference, which is a presidential initiative and in terms of a declaration by the Managing Director they confirm an investment of R279 million over the period 2019 – 2021. A copy of the Project Announcement is attached as **annexure 8.4.6(c)**.

Municipal services

The following inputs were received from the various sections within the Directorate Technical Services:

"Stadsbeplanning

- 1. Geen beswaar in beginsel teen die voorstel aangesien dit uitbreiding behels van 'n bestaande aanleg binne die urban edge.
- 2. Die betrokke grond moet onderverdeel en hersoneer word.
- 3. Daar is ongeregistreerde Erwe 2175 tot 2187 en Erf 1559 op die grond waarvan die kaarte by die LG gekanselleer sal moet word (sien erwe op aangehgte kaart gewys in pienk). Indien die Raad dus besluit om Restant Erf 622 aan die ontwikkelaar te verkoop sal hy ook amptelike besluit moet neem dat die kaarte gekanselleer kan word.
- 4. As deel van die hersonering proses sal van die applikant verwag word om bevestiging te kry by DEADP of EIA nodig sal wees al dan nie.

Elektries

Die aansoeker se kragbehoeftes is soos volg:

1 - 2 jaar 350kVA 3 - 5 jaar 350kVA 6 - 9 jaar 300kVA

Dit is 'n totaal van 1 MVA ekstra, waar Wolseley se totale Max Dem huidiglik 4,3 MVA is, met n NMD van 4,5MVA. 'n Aansoek vir 'n ekstra 0,7 MVA is in 'n gevorderde stadium, maar hierdie sal die 'natuurlike groei' oor die volgende jare moet dra.

ESKOM se toevoer netwerk in die gebied is versadig en hulle het huidiglik nie die vermoë om enige addiosinele kapasiteit aan die Stadsraad te voorsien nie.

Ons is ook nie bewus van enige ESKOM planne om hulle netwerk te versterk nie in die kort- tot langtermyn nie.

Hierdie ontwikkeling is egter n groot aanwins vir Wolseley!

Elektries se opinie is dat die ontwikkelaar van die volgende moet kennis neem:

- Weens ESKOM se reeds versadige netwerk kan Witzenberg ongelukkig nie 'n vergroting in die ontwikkelaar se huidige aansluiting toelaat nie.
- Die ontwikkeling mag aangaan mits die huidige toegelate aansluiting van 500 kVA nie oorskry word nie.
- Die ontwikkelaar sal toegelaat word om van SSEG en / of opwekkers gebruik te maak vir die nuwe uitbreidings. (Nodige aansoeke moet voltooi word)

Water en Riolering

Die GLS kapasiteitsondersoek waarna verwys word in die skrywe is gedoen op die huidige ontwikkeling te erf 4109 (Bear 1, 2 en 3) en is derhalwe nie van toepassing op hierdie aansoek nie alhoewel die verslag uitgewys het dat genoegsame kapasiteit beskikbaar is met geringe opgraderings nodig. 'n Nuwe GLS kapasiteitsondersoek sal egter nodig wees vir die restant van erf 622 waarvoor nou aansoek gedoen word.

Strate en Stormwater

Geen kommentaar."

Financial implication

COVID-19 has had a severe negative impact on the whole of South Africa. The National Government as well as Provincial Government have initiated economic recovery plans to stimulate the economy of South Africa. The Witzenberg Municipality is in dire need to expand its income base and additional job opportunities will be critical in the economic recovery of Witzenberg. The collection rate of the municipality has dropped from 94 % to 86 % . If Council decides to sell the remainder of erf 622, Wolseley it will provide direct additional income in terms of rates as well as certain municipal services. More people will also be provided with job opportunities which will minimise our unemployment rate and pressure on our indigent database. The remainder of the erf must still be valued by a registered valuator who will be appointed if Council decides to sell.

Legal implication

Regulation 40 of the Municipal Supply Chain Management Regulations stipulates that immovable property may only be sold at market related prices except where the public interest or the plight of the poor demands otherwise.

Section 14 of the Local Government Municipal Finance Management Act stipulates that a municipality may not transfer ownership as a result of a sale or permanently dispose of a capital asset if that asset is needed to provide the minimum level of basic services. Council may transfer ownership in a meeting open to public if it has decided on reasonable grounds that the asset is not needed to provide the minimum level of basic services. The Constitution of the

Republic of South Africa requires the supply chain of government to be fair, equitable and transparent. In terms of the Municipal Asset Transfer Regulations a municipality may transfer or dispose of a non-exempted capital asset only after the Accounting Officer has in terms of Regulation 6 conducted a public participation process. This is, however, applicable where the value of the asset is more than 5 % of the total asset value of Council. This is not applicable in this instance and will Council's decision still be published in the local newspaper to draw the public's attention to the sale and to consider any objections, if necessary."

The Executive Mayoral Committee resolved on 23 November 2020 to recommend to Council that Messrs Lotus South Africa Manufacturing be invited to make a presentation at the next Executive Mayoral Committee meeting in respect of their request for the sale of municipal land (erf 622) in Wolseley.

Council unanimously resolved on 25 November 2020 that Messrs Lotus South Africa Manufacturing be invited to make a presentation at the next Executive Mayoral Committee meeting in respect of their request for the sale of municipal land (erf 622) in Wolseley.

The matter is tabled to the Executive Mayoral Committee for consideration.

RECOMMENDED

For consideration.

8.4.7 Sale of municipal land: Unregistered erf in Schoonvlei industrial area, Ceres (7/1/4/2)

The following items refer:

- (a) Item 7.4.5 of the Executive Mayoral Committee meeting, held on 23 November 2020.
- (b) Item 8.4.11 of the Council meeting, held on 25 November 2020.
- (c) Item 7.4.3 of the Executive Mayoral Committee meeting, to be held on 14 December 2020.

The following memorandum, dated 18 November 2020, was received from the Municipal Manager:

"Purpose

To consider the request of Mr Araujo Vieira on behalf of ADF Vieira (Pty) Ltd to purchase an unregistered erf in Schoonvlei industrial area, Ceres, marked with an X on the Google map attached as **annexure 8.4.7(a)**, and to make a recommendation to Council accordingly.

Deliberation

Council is the owner of various land in the Schoonvlei industrial area. Mr Vieira of ADF Vieira (Pty) Ltd approached the municipality to consider selling land to the company for purposes of constructing a facility to repack and storage of fish in a frozen state. A letter of the applicant in this regard, which is self-explanatory, is attached as **annexure 8.4.7(b)**.

Municipal services

The following inputs were received from the various sections within the Directorate Technical Services:

"1st Phase construction of 800 m² building – repacking and storage of fish. 15 jobs during peak, 5 rest of year.

Further phases 2 x 800m² buildings – additional meat repacking facility & entrepreneurial shops.

Land required - 6400m² near Bella Vista.

Elektries insette: **AS** alles volgens plan gaan, sal ESKOM ons kwoteer vir die 5 Mva teen November 2020. Dit sal so R12 mil wees. Sodra on dit betaal, sal ons binne 12 maande ons 5 Mva hê en ons kan allokasies weer toeken. As dinge nie volgens plan loop, is ons in presies dieselfde posisie as wat ons nou is. GEEN BESKIKBAARHEID as gevolg van ESKOM.

Stadsbeplanning: Die sonering is reg daarvoor. Geen EIA nie, want dit is bestaande nywerheidsgebied binne urban area. Dus slegs onderverdeling. Indien die Raad dit sal goedkeur, sal Tony net alle kostes moet dra vir die onderverdeling."

Financial implication

COVID-19 has had a severe negative impact on the whole of South Africa. The National Government as well as Provincial Government have initiated economic recovery plans to stimulate the economy of South Africa. The Witzenberg Municipality is in dire need to expand its income base and additional job opportunities will be critical in the economic recovery of Witzenberg. The collection rate of the municipality has dropped from 94 % to 86 % . If Council decides to sell the identified erf in the Schoonvlei industrial area it will provide direct additional income in terms of rates as well as certain municipal services. More people will also be provided with job opportunities which will minimise our unemployment rate and pressure on our indigent database. The erf must still be subdivided and valued by a registered valuator who will be appointed if Council decides to sell.

Legal implication

Regulation 40 of the Municipal Supply Chain Management Regulations stipulates that immovable property may only be sold at market related prices except where the public interest or the plight of the poor demands otherwise.

Section 14 of the Local Government Municipal Finance Management Act stipulates that a municipality may not transfer ownership as a result of a sale or permanently dispose of a capital asset if that asset is needed to provide the minimum level of basic services. Council may transfer ownership in a meeting open to public if it has decided on reasonable grounds that the asset is not needed to provide the minimum level of basic services.

The Constitution of the Republic of South Africa requires the supply chain of government to be fair, equitable and transparent. In terms of the Municipal Asset Transfer Regulations a municipality may transfer or dispose of a non-exempted capital asset only after the Accounting Officer has in terms of Regulation 6 conducted a public participation process. This is, however, applicable where the value of the asset is more than 5 % of the total asset value of Council. This is not applicable in this instance and will Council's decision still be published in the local newspaper to draw the public's attention to the sale and to consider any objections, if necessary."

The Executive Mayoral Committee resolved on 23 November 2020 that the matter in respect of the sale of an unregistered erf in Schoonvlei industrial area, Ceres be held in abeyance until the next Executive Mayoral Committee meeting.

The matter is tabled to the Executive Mayoral Committee for consideration.

RECOMMENDED

For consideration.

9. URGENT MATTERS SUBMITTED AFTER DISPATCHING OF THE AGENDA

10. FORMAL AND STATUTORY MATTERS

10.1 Feedback on matters of outside bodies (3/R)

10.1.1SALGA: Provincial Working Group highlights (12/1/1/11)

A notice from SALGA on the Provincial Working Group highlights, dated November 2020, is attached as **annexure 10.1.1**.

RECOMMENDED

that notice be taken of the SALGA Provincial Working Group highlights.

- 11. QUESTIONS and/or MATTERS RAISED by COUNCILLORS
- 12. COUNCIL-in-COMMITTEE

IRRIGATION BOARD KOEKEDOUW BESPROEIINGSRAAD

Telefoon: 0233155569 / 0832920590

Posbus 804 CERES

Email: gerda.kbr@gmail.com

6835

13 Maart 2019

Hiermee word verklaar dat onderstaande onderneming se KBR rekening vir die besproeiingstermyn van 1 Julie 2018 tot 30 Junie 2019, ten volle betaal is.

Aangeheg is die berekening van die uitstaande bedrag ten opsigte van die RAB-lening van die onderstaande onderneming:

Hierdie uitstaande bedrag is betaalbaar aan KBR teen die 25ste Junie 2019.

Entiteit	WITZENBERG	MUNISIPALITE	IT
Plaas	VREDEBES		
	RAB Skuld / Ha	Ha'e	Bedrag
Winter	34,386.78	,a	
Somer	59,326.13	15.00	889,891.98
Drink	34,386.78	-	
Totaal			889,891.98

Aannames:

- 1. KBR aanvaar die skriftelike bevestiging, van die uitstaande bedrag van R50 549 585,83 verskuldig aan RAB op 30 Junie 2019.
- 2. KBR lewer eenmalig 'n faktuur aan die betrokke onderneming vir sy gedeelte van die RAB skuld, in verhouding tot sy water-inlysting.
- 3. Elke onderneming reël sy eie finansiering om die betrokke faktuur te betaal.
- 4. Elke onderneming reël met sy betrokke bank sy eie terugbetaligsterme.
- 5. Elke onderneming moet 'n persoon aanwys met wie Gerda Roux kan skakel tydens hierdie proses.
- 6. Gerda Roux gaan elke 14dae telefonies opvolg met aangewese persoon in ondernemings,tov die finansierings-vordering.
- 7. Mikpunt is om teen die 15de Mei 2019, alle finansiering in plek te hê.
- KBR wil teen 31 Mei 2019 alle fakture aan ondernemings lewer, vir betaling teen die 25ste Junie 2019.

RAB TERUGBETALINGSOPSIES BESTAANDE vs NUWE VOORSTEL

	OU FINANSIEI	RINGSMODEL	NUWE FINANSI	ERINGSMODE
UITSTAANDE SKULD JUN 2019	54,687,042		50,549,586	
RENTEKOERS	16.63%		10.25%	
	PMT	KAPITAAL SALDO	PMT	KAPITAAL SALDO
JAAR 1 - 2019	6,820,678	52,239,059	8,315,271	47,415,648
JAAR 2	7,161,712	54,430,496	8,315,271	43,960,481
JAAR 3	7,519,797	56,685,260	8,315,271	40,151,160
JAAR 4	7,895,787	58,968,941	8,315,271	35,951,383
JAAR 5	8,290,576	61,267,933	8,315,271	31,321,129
JAAR 6	8,705,105	63,663,418	8,315,271	26,216,279
JAAR 7	9,140,360	65,887,726	8,315,271	20,588,172
JAAR 8	9,597,379	68,122,383	8,315,271	14,383,189
JAAR 9	10,077,247	70,278,468	8,315,271	7,542,196
JAAR 10 - 2028	10,581,110	72,355,397	8,315,271	*
JAAR 11	11,110,165	74,315,997	-	-
JAAR 12	11,665,674	75,995,898	- 1	-
JAAR 13	12,248,957	77,313,101	- 1	-
JAAR 14	12,861,405	78,376,761		-
JAAR 15	13,504,475	78,947,087	-	-
JAAR 16	14,179,699	78,944,608		
JAAR 17	14,888,684	78,317,008	-	-
JAAR 18	15,633,118	76,706,169		
JAAR 19	16,414,774	74,066,193	- 1	
JAAR 20	17,235,513	70,131,395	-	-
JAAR 21	18,097,289	64,628,215	- 1	
JAAR 22	19,002,153	57,335,471	-	-
JAAR 23	19,952,261	47,679,442	-	-
JAAR 24	20,949,874	35,240,909	-	-
JAAR 25	21,997,367	19,572,061	-	
JAAR 26 - 2044	23,097,236	-	-	-

Totale terugbetalings

348,628,396

83,152,706

Notas:

- * bestaande finansieringsmodel is verkry van RAB
- * uitstaande skuld op 30 Junie 2019 is verkry van RAB
- * nuwe voorstel gebruik aanname van 10 jaar terugbetalingstermyn teen Prima rentekoers

David Nasson

From: Danie <danie@goosenboerdery.co.za>

Sent: Tuesday, 02 July 2019 9:52 PM

To: David Nasson

Cc: Gerda Roux; Peet du Plessis; Handri Conradie **Subject:** FW: Witzenberg Munisipaliteit RMB Inv.pdf

Beste Mnr Nasson,

Dankie vir die gesprek en tyd van vanoggend.

Soos aan u verduidelik wil ek graag die volgende punte beklemtoon:

- 1. KBR het meer as 20 jaar gelede namens sy lede 'n lening by RAB aangegaan om die kapitaalkoste van die nuwe Koekedou dam, asook die verspreidingsnetwerk te betaal.
- 2. Die koste per lid is bereken volgens die betrokke eiendom se waterregte wat by BGCMA geregistreer is . Al hierdie inligting is tov die eiendomme se LBO's(lys van belasbare oppervlaktes) geregistreer en hierdie regte kleef aan die eiendom.
- 3. Bogenoemde koste per hektaar plus die jaarlikse bedryfskoste, vorm die totale rekening wat jaarliks aan elke lid gelewer is. Hierdie rekening het die afgelope seisoen R9036/ha beloop, waarvan R1400/ha die bedryfskoste uitgemaak het. Die Witzenberg Munisipaliteit het jaarliks hierdie rekening betaal, soos al die ander produsente wat water ontvang van KBR.
- 4. Met die huidige finansierings model by RAB , sou alle lede tot 2044 moes betaal om die lening af te los teen die rentekoers van 16.6%/jaar. Dit sou onbekostigbare koste vir elke lid tot gevolg hê.
- 5. KBR raad het toe met die betrokke banke gaan onderhandel. Die beste opsie wat toe geblyk het die volgende te wees.
 - 5.1 Elke lid reël sy eie finansiering en KBR doen 'n eenmalige heffing om die bestaande gesamentlike lening by RAB af te los.
 - 5.2 KBR hef dan daarna slegs bedryfskoste/ha en elke lid betaal sy eie finansiering van die kapitaalkoste.
 - 5.3 Bogenoemde reëlings is toe op 'n spesiale lede vergadering eenparig deur al die lede goedgekeur. Die Munisipaliteit was op die vergadering in Maart verteenwoordig.
- 6. Witzenberg Munisipaliteit is tans die enigste lid, wat nog nie sy verpligting nagekom het nie.
- 7. KBR se kontrak/ooreenkoms met RAB het ten einde geloop op die 30ste Junie, maar ons kon grasie kry tot Woensdag die 3de om die uitstaande bedrag te betaal. KBR het Vrydag die 28ste al die gelde betaal wat hy ontvang het, maar het 3 lede gehad wat nog nie betaal het nie. Die ander twee gevalle se gelde was nog uitstaande weens tegniese redes, wat hul Maandag en Dinsdag die 1ste en 2de Julie uitgesorteer het. Hierdie twee partye het nou hul betalings gedoen en is dit slegs die Witzenberg Munisipaliteit se rekening wat uitstaande is.
- 8. KBR gaan nou Woensdag die 3de die totale uitstaande bedrag betaal, sonder dat die Munisipaliteit se gelde betaal is.
- 9. KBR versoek dus dringend dat die Munisipaliteit se rekening vereffen word.

By voorbaat baie dankie.

Vriendelike groete / Kind regards

Danie Goosen Voorsitter KBR

Email: danie@goosenboerdery.co.za

Office: +27(0) 23 313 3056 Fax: +27(0) 86 730 8853 Mobile: +27(0) 83 461 9933

IRRIGATION BOARD KOEKEDOUW BESPROEIINGSRAAD

Telefoon: 0233155569/0832920590

Posbus 804 CERES

Email:

Gerda.kbr@gmail.com

6835

13 Maart 2019

WIE DIT MAG AANGAAN

Volgens ons Lys van Belasbare Oppervlaktes, is daar vir Witzenberg Munisipaliteit die volgende waterregte geregistreer:

-Gedeelte 72 van die plaas Rietvalley 364 15ha Somerwater

Ek hoop u vind dit in orde.

Vriendelik die uwe

Gerda Roux Admin Bestuurder

IRRIGATION BOARD KOEKEDOUW BESPROEIINGSRAAD

Telefoon: 0233155569 / 0832920590 Posbus 804 **CERES**

Email: gerda.kbr@gmail.com 6835

13 Maart 2019

Hiermee word verklaar dat onderstaande onderneming se KBR rekening vir die besproeiingstermyn van 1 Julie 2018 tot 30 Junie 2019, ten volle betaal is.

Aangeheg is die berekening van die uitstaande bedrag ten opsigte van die RAB-lening van die onderstaande onderneming:

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- 8. KBR wil teen 31 Mei 2019 alle fakture aan ondernemings lewer, vir betaling teen die 25ste Junie 2019.

RAB TERUGBETALINGSOPSIES BESTAANDE vs NUWE VOORSTEL

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JAAR 10 - 2028	10,581,110	72,355,397	8,315,271	+
JAAR 11	11,110,165	74,315,997	-	-
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JAAR 13	12,248,957	77,313,101		-
JAAR 14	12,861,405	78,376,761	- 1	-
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JAAR 16	14,179,699	78,944,608		
JAAR 17	14,888,684	78,317,008	<u> </u>	-
JAAR 18	15,633,118	76,706,169	4	-
JAAR 19	16,414,774	74,066,193	-	-
JAAR 20	17,235,513	70,131,395	-	-
JAAR 21	18,097,289	64,628,215	-	-
JAAR 22	19,002,153	57,335,471	-	-
JAAR 23	19,952,261	47,679,442	- 1	-
JAAR 24	20,949,874	35,240,909	-	-
JAAR 25	21,997,367	19,572,061	-	·
JAAR 26 - 2044	23,097,236	-	- 9	-

Notas:

- * bestaande finansieringsmodel is verkry van RAB
- * uitstaande skuld op 30 Junie 2019 is verkry van RAB
- * nuwe voorstel gebruik aanname van 10 jaar terugbetalingstermyn teen Prima rentekoers



2nd Floor Ou Kollege Building 35 Kerk Street Stellenbosch 7600

Telephone (021) 888 4304

13 March 2019

Rudiger Oberg Fourie Oberg de Bruyn Inc

E-mail: rudiger.oberg@fodb.co.za

Dear Rudiger

KOEKEDOUW BESPROEIINGSRAAD

- 1 We refer to the above matter and your e-mail dated 6 March 2019 in this regard.
- We have been requested to provide an opinion on the tax consequences relating to the refinancing of outstanding loan amounts that Koekedouw Besproeiingsraad ("KBR") and its members currently owe to Firstrand Bank Ltd ("Firstrand").
- 3 The purpose of this document is to provide the advice as requested.
- 4 All references to "section" are to sections of the Income Tax Act 58 of 1962 ('the Act') and references to "paragraph" are to paragraphs of the Eighth Schedule to the Act, unless indicated otherwise.

Background

- The Ceres Municipality ("CM") and KBR entered into an agreement to construct the Koekedouw dam in Ceres.
- It was agreed that the producers/ members of KBR ("the members") would be entitled to 59 per cent of the captured water, whilst the remaining 49 per cent of the water would be allocated to the Ceres town community. The cost of the construction of the dam was also financed in the same ratio (i.e. 59 per cent and 41 per cent by each of KBR and CM respectively).
- 7 KBR obtained its financing through Firstrand of which it still has an outstanding loan amount due.
- 8 Up until now KBR issued invoices to the members for the payment of levies (which included water levies for the utilisation of water) which levies was used to cover the costs of the loan payments together with any operational costs (such as maintenance of the dam) incurred by KBR.

- The invoice for each member is determined as the sum of the abovementioned amounts (i.e. loan payment and operational costs for the month) apportioned in the ratio of the amount of hectares occupied/utilised by the member to the total amount of hectares occupied/utilised by all members, plus VAT.
- 10 Pursuant to a review of the existing funding arrangement by Firstrand, it has been proposed that the Firstrand loan be refinanced with new loan funding to be taken up by the individual members of KBR.
- 11 This will be done in order to obtain cheaper financing as the individual members will be able to obtain better interest rates and can provide direct security for the loan funding.
- It is envisaged that KBR will invoice a 'special levy' for the outstanding loan amount (due to Firstrand) to the members in the same ratio/ proportion as their monthly invoices (calculated as mentioned above).
- As such a once-off invoice is to be rendered by KBR to each of the relevant members that would be payable as an amount due for the utilisation of water in the future by the members. Such total invoice amount paid to KBR will be used to settle the outstanding loan amount owed to Firstrand.
- We understand that KBR is registered with SARS as an exempt entity for normal tax.
- 15 Furthermore we understand that KBR is a registered value-added tax ("VAT") vendor.
- We have been requested to provide an opinion on the tax consequences relating to the above, specifically the following matters:
 - 16.1 The income tax deductibility of the 'once-off'/ advance invoice ('special levy') for the members ("Issue 1");
 - 16.2 The deductibility of the interest incurred by the members on the 'refinance loans' ("Issue 2");
 - 16.3 The tax treatment for KBR in respect of the 'once-off' invoice amount paid to it by the members ("Issue 3"); and
 - 16.4 The VAT treatment of the 'once-off' invoiced amount ("Issue 4").

Issue 1: Deductibility of the once-off invoice for members

General deduction formula

- 17 Section 11(a) of the Act contains the so-called general deduction formula. To claim an expense as an income tax deduction, the expense must meet all the requirements of section 11(a) read together with section 23(g).
- Section 11(a) provides that in determining the taxable income derived by any person from carrying on any trade, there shall be allowed as a deduction from the income of such person so derived, expenditure and losses actually incurred in the production of income, provided such expenditure and losses are not of a capital nature.

- In terms of section 23(g) no deductions shall in any case be made in respect of any moneys, claimed as a deduction from income derived from trade, to the extent to which such moneys were not laid out or expended for the purposes of trade.
- In terms of section 11(a) and 23(g) the requirements can be summarised as follows:
 - expenditure and losses actually incurred;
 - in the production of income;
 - not of a capital nature; and
 - for the purpose of trade;
- In what follows we discuss the relevant requirements to determine whether the expenditure in question will qualify as a deduction in terms of section 11(a), read with section 23(g). We accept that the amounts will be expenditure actually incurred by the members and do not elaborate on this requirement any further.

In the production of income

- The phrase 'in the production of income' has been interpreted on numerous occasions by our courts to determine the deductibility of certain expenditure. All expenditure attached to the performance of a business operation *bona fide* performed for the purposes of earning income are deductible. This applies whether such expenses are necessary for the performance of the business operation or attached to it by chance or are *bona fide* incurred for the more efficient performance of such operation. The expenditure must however be closely connected with the business operation so that they may be regarded as part of the cost of performing it.¹
- 23 Expenditure incurred in the production of income does not mean that there may be no deduction unless income has been produced, but means that the expenditure must have been incurred for the purpose of earning income whether in the current or in any future year of assessment.²
- In CIR v Allied Building Society it was also held that "the court is not concerned with whether a particular item of expenditure produced any part of the income, but with whether that item of expenditure was incurred for the purpose of earning income." ³
- In the current instance the members will ultimately incur the expense ('special water levy') for the utilisation of water in the future in a cost efficient manner. This would enable the members to further their enterprises/ farming activities as they would be able to use the water for their produce which is expected to produce income.
- It is therefore our opinion that the expenditure relating to the water levy will be incurred for productive purposes (i.e. in order to produce output that would result in income). The question is not whether income was actually produced, but rather whether the expenditure was incurred for the purpose of earning income.⁴ Thus whether or not the

² See **Sub-Nigel Ltd v CIR** 1948 (4) SA 580 (A), 15 SATC 381.

¹ See Port Elizabeth Electric Tramway Co Ltd v CIR (8 SATC 13).

³ 1963 (4) SA 1 (A), 25 SATC 343 at 358; See also CIR v Nemojim (Pty) Ltd 1983 (4) SA 935 (A) 45 SATC 241.

⁴ The view is held by commentators that it is not a requirement of the general deduction formula (i.e. section 11(a)) that the taxpayer set out to achieve a 'profit' in an accounting or economic sense. See *Silke on South Africa Income Tax*, Butterworths electronic version, 2007, at 7.3

expenditure results in the production of greater income for the members is not the question. The question is whether it was incurred for the purpose of earning income, which we understand will be the case.

Capital or revenue

- It is trite that the terms 'capital' and 'revenue' are not defined in the Act and therefore reliance needs to be placed on case law to provide guidance regarding the meaning of the terms. The true nature of each transaction must be examined in order to determine whether the expenditure in question is a capital or revenue expenditure and each case must be decided on its own facts and circumstances.⁵
- Various tests have been formulated by our courts to determine the capital or revenue nature of expenditure and losses, including whether:
 - 28.1 The expenditure adds to the income earning structure (capital) or the income earning operations (revenue) of the taxpayer;⁶
 - 28.2 The expenditure creates or cause the taxpayer to acquire an income producing concern (capital) or is the expenditure incurred in working an income producing asset (revenue);⁷
 - 28.3 The expenditure creates an enduring benefit (capital);8 and
 - 28.4 The expenditure adds to the fixed capital of the taxpayer (capital) or the floating capital (revenue).9
- As per the tests laid down above, one must determine whether payments will be made toward the acquisition of a capital asset or whether the payments are in respect of the income earning operations of the taxpayer. In the *New State Areas Ltd v CIR*, the court confirmed the principle that regard must be had to the consequence of the payment, i.e. does it produce an asset or right for the taxpayer or is it a payment for the right to use an asset. If it is the latter and the taxpayer incurs the expense as part of its income earning operations, it is regarded as being revenue in nature.
- There is a great difference between money spent in creating or acquiring a source of profit, and money spent in working a source of profit. In the former case it is spent to enable the concern to yield profits in the future, in the latter case it is spent in working the concern for the present production of profit.¹⁰
- It is submitted that the expenditure incurred by the members in respect of the advance water invoice will not create an income earning structure for the members and merely works the existing income earning structure. The members do not obtain additional water rights in exchange for making the advance payment of the special water levy but merely makes an advance payment for the utilisation of water based on the already existing water rights of the member. As such, the expenditure would in our opinion closely relate to the income-earning operations of the members rather than their income-earning structure.

⁵ New State Areas Ltd v CIR 1946 AD 610 at 627; CIR v African Oxygen Ltd 1963 (1) SA 681 (A) at 691.

⁶ New State Areas Ltd v CIR 1946 AD 610, 14 SATC 155.

⁷ CIR v George Forest Timber Co Ltd 1924 AD 516, 1 SATC 20.

⁸ CIR v Manganese Metal Company (Pty) Ltd 1995 TPD, 58 SATC 1.

⁹ New State Areas Ltd v CIR 1946 AD 610, 14 SATC 155.

¹⁰ George Forest Timber Co Ltd - case (supra).

- It could furthermore not be said the expenditure incurred creates an enduring benefit for the /members. This is on the basis that the members do not obtain any additional water rights for making the payment (i.e. their existing water rights is not influenced in any way).
- In *ITC 1764* 66 SATC 93 it was held that the mere fact that rent is paid upfront at the beginning of a lease period does not render the expenditure to be of a capital nature. In the current instance we are of the opinion that the mere advance payment for the water levy would similarly not make the expenditure capital in nature.
- In our opinion therefore the expenditure relating to the special water levy will not create an enduring benefit or an income earning structure for the members. Based on the aforementioned we are of the opinion that the expenditure will not be capital in nature for the members.

For the purposes of trade

- As indicated above, section 23(g) further provides no deductions shall in any case be made in respect of any moneys, claimed as a deduction from income derived from trade, to the extent to which such moneys were not laid out or expended for the purposes of trade.
- We understand that each of the members would conduct a recognisable trade (e.g. farming enterprise) and the expenses in question will be paid in the course of such trade.
- In our opinion, the crucial consideration is that the expenditure must be connected with the 'pursuit' of the taxpayer's trade and not for other objectives.
- The question may be raised as to whether the members will incur the special water levy for the purposes of their trade (e.g. farming and related activities) or to assist the KBR to settle its financing obligations towards Firstrand. We are however of the opinion that although the invoiced/ levy amounts will ultimately be used by KBR to settle the funding provided by Firstrand, the purpose thereof is to pay for the utilisation of water (for their farming enterprises) in a more cost efficient manner. This is because the ultimate purpose of the special water levy is to obtain the water usage at a cheaper cost for the members.
- We are therefore of the opinion that the payment of the special water levy will be done for the purpose of the trade of the members.

Conclusion on deductibility

- Based on the above, we are of the opinion that the expenditure relating to the special water levy invoice would constitute expenditure actually incurred in the production of income, and which is not of a capital nature. The expenditure would in our opinion also be incurred in the carrying on of a trade of the members in a more efficient manner.
- 41 Consequently, it should in our opinion qualify as a deductible expenditure in the hands of the members in terms of section 11(a).

Section 23H

- In terms of section 23H, where expenses were incurred during a year which is allowable as a deduction in terms of section 11(a) in respect of goods or services, all of which will not be supplied or rendered to the taxpayer during such year; or in respect of any other benefit, the period to which the expenditure relates extends beyond such year, the amount of expenditure which may be claimed as a deduction shall be limited.
- 43 Section 23H provides for the spreading of the expenditure over several tax periods where the benefits to which the expenditure relates are only enjoyed over future tax years.
- 44 Section 23H classifies the different types of expenditure in respect of the following:
 - 44.1 Goods;
 - 44.2 Services; and
 - 44.3 Any other benefit.
- In terms of section 23H the amount of expenditure that is to be deducted where 'goods' are supplied is so much of the expenditure as relates to goods actually supplied to such person in the year of assessment.
- Where the expenditure relates to 'services' or 'any other benefit' the amount to be spread is based on a similar principle which states that the amount deductible is determined as the amount of expenditure incurred which bears to the same ratio as the number of months the services or such benefit is enjoyed in the current year to the total number of months during which the services or such benefit will be rendered/enjoyed.
- In the case where the period of the services to be rendered or the other benefit to be enjoyed is not determinable, the period over which the services or such benefit is likely to be enjoyed must be used. There is no definition as to what is meant by 'likely to be rendered or enjoyed' but this would generally mean the probable period. All the relevant facts and circumstances should be taken into account with regards to the period of use or enjoyment in this instance.
- Furthermore section 23H(2) states that where the apportionment does not reasonably represent fair apportionment of such expenditure in respect of the goods, services or benefits to which it relates, such apportionment must be made in such other manner as is fair and reasonable.
- The provisions of section 23H does not apply (i) where the goods or services are supplied within six months after the year end; (ii) where the person will have the full enjoyment of such benefit within six months; (iii) where the aggregate of the amount of all the expenditure incurred by a person does not exceed R 100,000; (iv) to any expenditure to which sections 24K and 24L apply or (v) to any expenditure actually paid in respect of an unconditional liability to pay on an amount imposed by legislation.
- As indicated, we are of the opinion that the water invoices would be deductible in terms of section 11(a) for the relevant members.
- The question is however whether or not section 23H would apply to limit and spread the deduction over several tax years (assuming the expenditure will exceed R 100 000 for the particular member).

- As we understand that the benefits of the water usage and advance payment will be provided and enjoyed over a period of time (which extends over several years of assessment), we are of the opinion that section 23H will apply to limit the deduction of the expenditure in question.
- In the current circumstances we are of the opinion that the expenditure (i.e. advance payment) could be apportionment and spread over a period which is based on the total advance invoice amount issued to the member which bears to the same ratio as the invoice amount that would have been payable per year if the advance payment was not made to the total of all invoice amounts that would have been payable over the period (i.e. based on the following formula: Advance payment * Payments per year / Total payments). This would in our opinion represent a fair and reasonable apportionment.
- As indicated above where the invoice does not exceed R100,000 for a specific member, the deduction should not be limited in terms of section 23H. The relevant member will however need to take into account all the prepaid expenses (i.e. the water levy invoice as well as any other prepaid expenditure incurred) during that specific year of assessment.

Issue 2: Deductibility of interest for the producers/members

- We understand that the members will incur interest-bearing loan funding (from a bank) to fund the payment of the special water levy.
- To determine whether the interest is deductible in the calculation of taxable income of the members, the provisions of section 24J should in our opinion be considered.
- In terms of section 24J(2) where any person is the issuer in relation to an instrument (as defined in section 24J) during any year of assessment, such person shall be deemed to have incurred an amount of interest during such year of assessment which is equal to the sum of all accrual amounts in relation to all accrual periods falling, whether in whole or in part, within such year of assessment in respect of such instrument, which must be deducted from the income of that person derived from the carrying on any trade, if that amount was incurred in the production of income.
- An 'instrument' is defined in section 24J as meaning any form of interest bearing arrangement, including a bond, loan advance or debt.
- The term 'issuer' in relation to an instrument means any person who has incurred any interest or has any obligation to repay any amount in terms of such instrument. The term 'interest' is in turn defined as to include the gross amount of any interest or related finance charges in relation to a financial arrangement. As the members will be liable to pay interest at a market related rate, it will incur an obligation to repay any amount in respect of the instrument and will therefore be the issuer in relation to such instrument.
- The term 'accrual amount' is in essence the interest or finance charges determined on a yield to maturity basis over any given accrual period (i.e. in the current instance every 12 month period or part thereof between financial year ends).
- To qualify for the deduction certain requirements must be satisfied before the members will be entitled to deduct the interest in the calculation of its taxable income.
- The requirements in terms of section 24J is that the interest should be:

- In the carrying on of a trade; and
- In the production of income.
- On the basis that the loan funding and interest thereon will be incurred in order to settle the advance water invoice in pursuance of the business conducted by the members, we are of the opinion that the interest incurred should be considered to be in the production of income and in the carrying on of a trade. The same principles discussed in the context of section 11(a) above should therefore in our opinion apply in respect of the above requirements.
- Based on the aforementioned we are of the opinion that the interest incurred by members on loan funding used to settle the water levy invoice would be deductible in terms of section 241 for the members.

Issue 3: Tax consequences for KBR

- We understand that the principle object of KBR is to provide the water rights/ usage to its members and that it is an exempt entity.
- In this regard we understand that KBR would either be exempt from normal tax in terms of section 10(1)(cA) as a board established by law and which in the furtherance of its sole or principal object carries on activities designed to promote commerce, industry or agriculture or is exempt in terms of section 10(1)(t) as a water services provider. The receipts and accruals of such entities are exempt from normal tax.
- Based on the aforementioned we are of the opinion that the 'once of' invoice for the special water levy should also be exempt from normal tax as falling within the ambit of the principal objects of KBR.

Issue 4: VAT consequences

- The invoice issued by KBR for the special water levy would constitute a supply that forms part of the enterprise of KBR (being a mere advance payment for the supply of water or the usage thereof).
- As such output VAT would in our opinion have to be accounted for on the amount at the standard rate. 11
- 70 The members should however be able to qualify for a corresponding VAT input if registered for VAT and where they incur the expenditure to make taxable supplies.

General

- 71 The opinion in this report is based on the facts at our disposal as provided to us, which we have not independently verified.
- 72 In accepting the advice contained in this writing you consent to our terms of business the details of which is available on www.graystonelliot.co.za.

¹¹ Section 7(1)(a) of the Value-Added Tax Act 89 of 1991.

We trust the above is of assistance. Please do not hesitate to contact us should you have any questions in regard to the above.

Kind regards

Chemus Taljaard

Henry Isaacs



AT MPAC MEETING ON 21 OCTOBER SUMMARY OF DISCUSSIONS HELD 2019



Content

- Role of Ceres Management Committee (CMC)
- Role of Koekedouw Irrigation Board (KIB)
- History on farm Vredebes water allocation from Koekedouw Dam

Role of Ceres Management Committee (CMC)

- The Ceres Management Committee (CMC) was formed during July 1996, by the WM & KIB before the Construction (enlargement) of the Koekedouw dam.
 - The CMC has the duty to manage the Koekedouw dam of which Koekedouw Irrigation Board (KIB) has 7 millionM3 yearly water allocation from the Koekedouw dam.
 - The CMC has 6 members, 3 from WM & 3 from KIB.
- The WM contributes 59% (R1 116 126,60 19/20 budget)towards the yearly CMC budget.
 - The KIB contributes 41% (R775 613,40 19/20 budget) towards the yearly CMC budget.
- WM already settled its loan for the construction of the Koekedouw dam during 2017.

Role of Koekedouw Irrigation Board (KIB)

- allocation to the farmers from the Koekedouw KIB was formed by the farmers to manage the dam & consist of farmers.
 - KIB operates independent from WM & CMC.
- The next slide indicates farms part of the KIB water scheme.
- 15ha summer allocation, which belongs to WM, is also managed by KIB, as they do for all the farms The water allocation of the farms Vredebes, with on the list.
- KIB arranged its own loan for their share of the construction of the Koekedouw dam from Rand Accept Bank (RAB) (R348M)
 - construction of the Koekedouw dam now totals The new RAB settlement agreement for the

MANAGED **FARMS** BY KIB

KOEKEDOUW BESPROEIINGSRAAD

FOR THE YEAR

VIR DIE JAAR

2014

Soos en met Julie 2014

LW: (a) in gevalle wasr dear'n vermeerdering of vermindering van die belasbare (ingelyste) oppenvlakte plaasgevind het, moet volledige en gemotiveerde redes vir sodanige vermeerdering of vermindering op die koersy van hierdie vorm of op 'n bytae verstrek word.
(b) Die hys van belasbare oppenvlaktes moet minstens een keer elke hwee jaar hersien word. LYS VAN BELASBARE OPPERVLAKTES OPGESTEL INGEVOLGE ARTIKEL 88 VAN DIE WATERWET, 1956 (WET: SCHEDULE OF RATEABLE AREAS COMPILED IN TERMS OF SECTION 89 OF THE WATER ACT, 1958 (ACT 54 OF 1956)

NB: (a) where an increase or decrease of releable (acheduses) area has taken place, full and motivated reasons for such increase or decrease should be turnished on the revised as or per annexure (b) The schedule of releable areas should be revised avery two years.

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NAAM VAN BESPROEHNGSRAAD

NAME OF IRRIGATION BOARD

History on farm Vredebes water allocation from Koekedouw Dam

WM purchased the farm Vredebes during December 2001, for the purpose of a housing development.

The farm Vredebes has a water right of 15hectare summer water from the Koekedouw dam via the KIB. The title deed of the farm Vredebes indicates that the farm has a right to water abstraction.

The yearly account received by WM from KIB for the 15hectares summer water of the farm Vredebes totalled to R156k for the 2018 financial year, which included the opex cost of KIB and the capex cost for the repayment of the Koekedouw dam construction loan.

WM has to repay the outstanding RAB loan as per KIB.

As per KIB (as per new settlement agreement with RAB) for the repayment of the farm Vredebes water allocation now totals R889k(the old RAB agreement totalled to R4M) for the 15 hectares summer water.

KIB did not submit up to date an agreement signed between the previous owner of the farm Vredebes & KIB, for the loan for the upgrade of the Koekedouw Dam.

KIB submitted a new proposal that the water allocation of the farm mebes be ceded to upcoming farmers in stead of WM repaying

Thank you

CONSTITUTION OF THE

KOEKEDOUW IRRIGATION BOARD

1. NAME OF BOARD

The name of the Board is the KOEKEDOUW IRRIGATION BOARD (hereinafter referred to as "the Board").

2. ESTABLISHMENT OF THE BOARD

- 2.1 The Board was established in terms Section 79 of the Water Act, Act 54 of 1956 (" the Act") for the Koekedouw Irrigation District declared in terms of Section 74(1) of the Act and promulgated in terms of Government Gazette Number 3779 dated 9 February 1973 Regulation No 33/1973.
- 2.2 In terms of Section 98 (2) of the new Water Act 36 of 1998, the board continues to exist until it is declared to be a water user association in terms of subsection 98 (6) or until it is disestablished in terms of the law by or under which it was established, which law must, for the purpose of such disestablishment, be regarded as not having been repealed by the Water Act 36 of 1998.

FUNCTIONS, POWERS AND DUTIES OF THE BOARD

The Board ascribes and adheres to those functions, powers and duties as set out in Section 89 of the Act.

4. PRACTICAL OPERATION OF DAY TO DAY ACTIVITIES OF THE BOARD AND ITS MEMBERS

The Board ascribes and will comply with the provisions of Chapter VI of the Act which forms part of this constitution as being incorporated by reference.

5. INCOME TAX

- 5.1 In order to obtain exemption from income tax as envisaged in Section 10 (1)(cN) of the income Tax Act, No 58 of 1962, the Board will always comply with the following provisions as set out in Section 30(3)(b) of the income Tax Act, No 58 of 1962:
 - 5.1.2 The Board will have a committee, board of management or similar governing body consisting of at least three persons, who are not connected persons in relation to each other, to accept the fiduciary responsibility of that entity;
 - 5.1.2 no single person may directly or indirectly control the decision-making powers relating to the Board;
 - 5.1.3 the Board may not directly or indirectly distribute any of its funds or assets to any person other than in the course of furthering its objectives;



- 5.1.4 the Board is required to utilise substantially the whole of its funds for the sole or principal object for which it has been established;
- 5.1.5 no member may directly or indirectly have any personal or private interest in the Board;
- 5.1.6 substantially the whole of the activities of the Board must be directed to the furtherance of its sole or principal object and not for the specific benefit of an individual member or minority group;
- 5.1.7 the Board may not have a share or other interest in any business, profession or occupation which is carried on by its members;
- 5.1.8 the Board must not pay to any employees, office bearer, member or other person any remuneration, as defined in the Fourth Schedule, which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered:
- 5.1.9 substantially the whole of the Board 's funding must be derived from its annual or other long-term members or from an appropriation by the government of the Republic in the national, provincial or local sphere;
- 5.1.10 the Board must as part of its dissolution transfer its assets to-
 - 5.1.10.1 another entity approved by the Commissioner in terms of this section;
 - 5.1.10.2 a public benefit organisation approved in terms of section 30;
 - 5.1.10.3 an institution, board or body which is exempt from tax under section 10(1)(cA)(i); or
 - 5.1.10.4 the government of the Republic in the national, provincial or local sphere;
- 5.1.11 the persons contemplated in paragraph 5.1.2 will submit any amendment of the constitution or written instrument of the Board to the Commissioner within 30 days of its amendment;
- 5.1.12 the Board will comply with such reporting requirements as may be determined by the Commissioner from time to time; and
- 5.1.13 the Board is not knowingly and will not knowingly become a party to, and does not knowingly and will not knowingly permit itself to be used as part of, an impermissible avoidance arrangement contemplated in Part IIA of Chapter III, or a transaction, operation or scheme contemplated in section 103(5).



6. WINDING UP

- 6.1 The Board may be dissolved as envisaged in the Act or any other Act to be promulgated in terms of South African Law.
- 6.2 The Board must as part of its dissolution transfer its assets to-
 - 6.2.1 another entity approved by the Commissioner in terms of this section;
 - 6.2.2 a public benefit organisation approved in terms of section 30;
 - 6.2.3 an institution, board or body which is exempt from tax under section 10(1)(cA)(i); or
 - 6.2.4 the government of the Republic in the national, provincial or local sphere:

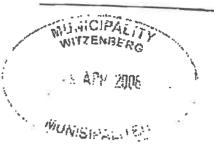
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Chairman: KOEKEDOUW IRRIGATION BOARD

612/1/11.



1 - AGTERGROND



Ceres dorp is gedurende die eerste helfte van die neëntiede eeu op die walle van die Dwarsrivier aangelé en het in 1855 sy beslag as munisipaliteit gekry. Aan die oostekant was dit op die plaas Rietvalley 364 en aan die westekant op die gebied wat later as die Ceres toekenningsgebied bekend sou word. Die standhoudende Dwarsrivier, wat in die suid-westelike hoek van die Ceres-kom met die Titusrivier saamvloer, was die aanvanklike waterbron vir die eerste bewoners.

Die inwoners het gou ingesien dat die Koekedourivler, wat net noord van Ceres uit die Skurweberge niet die Dwarsrivier saamvloei, standhoudend en hoog geleë is en water van baie goeie gehalte lewer. Die eerste uitkeer op die Koekedourivier is dan ook reeds vroeg in die neentienhonders net bokant die voet van die berg gebou en water is onder swaartekrag daaruit vir die long gemeenskap aangelê vir huishoudelike gebruik en tuinery.

Hierdie uitkeer is later vervang met 'n beton keerwal en -kanaal hoër op in die rivier. Laasgenoemde was dan ook die bron van water vir Ceres se eerste hidro-elektriese opwekstasie wat net laer af aan die voet van die berg opgerig is. Hierdie stelsel was in gebruik tot in die middel van die twintigste eeu.

Die Kockedourivier was van vroeg af aan 'n ideale waterbron vir die laerliggende omgewing waar dit vir dorps- en plaasgebruik aangewend is. Hierdie beginsel is later verder ontwikkel en is vandag steeds van beduidende belang vir die hele gemeenskap.

2 - CERES DAM

Die dorp het gegroel en sy waterbehoeftes ook. So is Cares se eerste dam, die Ceres dam, sowat 3 kilometer noord-wes van die dorp as 'n 20 meter hoe en 70 meter lang beton-boogwal dam met 'n bakunaat van 0,4 miljoen kubieke meter in 1953 op die Kockdourivier gebou. Vir byna 'n halwe eeu het die Ceres dam voldoende water voorsien vir al Ceres se waterbehoeftes, wat huishoudelike behoeftes, kleiner nywerhede, hidro-kragopwekking en besproeling op omliggende plase ingesluit

Die Ceres dam was van 'n primêre 'heweloorloop' voorsien wat tydens reëns kort-kort hoë vloede vir kort periodes losgelaat het. Hierdie ontwerp het veroorsaak dat die watervlak tydens sulke vloede onverwags in die rivier styg tot 'n malende stroom. Dit het oor tyd tot 'n aantal verdrinkings gelei toe mense wat in die verfrissende diep poele in die rivier ontspan het, onverwags deur sulke skielike,

Op 29 September 1969 het 'n hewige aardbewing, met lesing 6,3 op die Richterskaal, die omgewing getref. Hierdie skudding, tesame met ligter skuddings daarna op 5 November 1969 en 14 April 1970, het die betonwal beskadig deur krake wat daarin ontstaan het. Die dam kon egter sy funksie bly vervul ten spyte van die krake alhoewel lekkasies deur die krake mettertyd vererger het.

In 1973 het die pas-gestigte Koekedou besproelingsraad begin met 'n winterwater onttrekkingskema vir die besproeling van 485 hektaar op 23 vrugteplase in die Ceres — P.A. Hamlet omgewing daur 'n elk van die plase se damme te lewer.

Oor die afgelope twee dekades groei die dorp se waterverbuik met gemiddeld 3,5% per jaar, terwyl die Koekedou besproeiingsvaad begin met samesprekinge met Ceres munisipaliteit met die doel om meer besproeiingswater uit hierdie waterryk bron te ontgin.

In 1986 het damveiligheidswetgewing in Suid Afrika van krag geword en in terme daarvan is die ou Ceres dam in 1994 as onveilig verklaar. Dit moes teen hoe koste beveilig of vervang word

3 - GROTER CERES DAM

Die samesprekings tussen Ceres munisipaliteit en die Koekedou besproziingsraad het gelei tot die stigting van die eerste samewerkingsooreenkoms tussen 'n besproeiingsraad en 'n plaaslike owerheid in Suid Afrika met die doel om 'n dam op eie koste en sonder staatshulp te bou om in al die waterbehoeftes van 'n gemeeskap te voorsien.

Ter voorbereiding was dit nodig om eers 'n geskikte toergangspad te bou, gevolg deur 'n stroomop kofferdam om die werking van die ou dam oor te neem nadat laasgenoemde gesloop sou word en totdat die nuwe dam in gebruik geneem kon word. Dit was ook nodig om 'n interim noodwaterskema op te rig in die vorm van verskeie boorgate wat met die dorp se watervoorsieningstelsel verbind is, sowel as 'n verdere reservoir op Groenplaatjin.

Die nuwe wal is 'n geboë massa rotsvul wal, 60 meter hoog en 278 meter lank, met 'n sentrale, regop, 500mm breë asfalt-beton kem. Lazsgenoemde ontwerpbeginsel is in Skandinawië ontwikkel en is vir die eerste maal in Afrika by hierdie dam toegepas, veral omdat dit, vanweë 'n gunstige buigbaarheidsfaktor, as 'n geskikte ontwerp vir damwalie binne erkende aardbewingsgebiede beskou word.

Eers is die ondergrondse gebroke en verweerde rotsformasie oor die volle wallengte met ingepomte sement brei verdig tot sowat 40 meter diep onder die normale grondvlak. In die daaropvolgende walbouproses is die asfalt-beton saam met die twee aangrensende filtersones in 200mm dik horisontale lae geplaas en afsonderlik verdig voordat elke volgende laag daarop geplaas kon word. Die res van die walbreedte is terselfdertyd as rotsvul gebou sodat die struktuur as 'n geheel oor die volle lengte en breedte daarvan gegroei het.

Vir die uitlaat is 'n beton tonnel met twee pyplyne daarin onderdeur die wal geplaas met 'n ronde, regop inlaattoring in die damkom. Die toring is vertikaal verdeel in 'n nat en droë skag. Eersgenoemde is met die watervlak in die dam verbind deur roosteropeninge op verskillende vlakke terwyl laasgenoemde voorsien is van elektries beheerde kleppe op verskillende vlakke waarmee water uit die dam onttrek kan word. Hierdre kleppe is aan 'n regop staalpyp verbind wat weer op sy beurt aan die hoof uitlaatpyp in die tonnel verbind is. Laasgenoemde bedien 'n drukbeheerstelscl net stroomaf van die dam waarvandaan water onder beheerde druk deur die hoofpyplyn verder na die dorp en distrik gelei word. Die verdeolpunt na die twee partye is laer af op hierdie pyplyn.

Verder is die dam met 'n oop sykanaal oorloop toegerus wat vloede op 'n beheerde en verlengde vloedperiode loslaat en nie met kort, hoe-piek vloede soos met die vorige dam nie.

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Die watervlak in die dam, vloeitempo's op twee stroomop rivière en na beide partye, poriedrukmeting onder die wal en seismografiese rekords word elektronies gelees, gemonitor en telemetries na die partye se sentrale Koekedou beheersentrum langs die pad na P A Hamiet versend waar dit verder verwerk en op rekord geplaas word.

Die dam hou 17 miljoen kubieke meter en kan dieselfde volume jaarliks aan die Ceres gemeenskap lewer, tesame met 'n deurvloei van sowat 4 tot 5 miljoen kubieke meter soos wat deur natuurbewaring vir stroomaf behoeftes vereis word, sonder 'n beduidende risiko van ondervoorsiening. Met hierdie dam word die Koekedourivier optimaal benut. Our die eerste 20 jaar ontvang Ceres munisipaliteit 7 miljoen (41%) en die Koekedou besproeiingsraad 10 miljoen (59%) kubieke meter water per jaar. Daarna word die toekenning 10 en 7 miljoen kubieke meter onderskeidelik. Daar word voorsien dat die dam tot ongeveer die jaar 2030 in die gemeenskap se waterbehoeftes kan voorsien.

Die aanbou van die nuwe Groter Ceres dam op dieselfde plek as die ou Ceres dam het in Oktober 1996 begin as 'n gesamentlike onderneming tussen die twee partye. Ceres munisipaliteit en die Koekedou besproeiingsraad dra onderskeidelik in dieselfde verhouding as wat die water toegedeel word, by tot die totale projekkoste van R92 miljoen. Die voltooide dam is op 3 Julie 1998 in gebruik geneem toe daar met opgaring begin is.

PROTOKOL NO

NOTARIGLE AKTE VAN SERWITUUT EN SAMEWERKINGSOOREENKOMS

HIERMEE WORD BEKEND GEMAAK AAN ALMAL WAT DIT MAG AANGAAN: 'DAT op hede die dag van JULIE in die jaar van Onse Heer Eendulsend Negehonderd Ses en Negentig (1996) voor my,

SYBRAND STRAUSS VAN WYK

van PAARL, PROVINSIE WES-KAAP, Publieke Notaris, as sodanig toegelaat en beëdig, en in die teenwoordigheid van die ondergetekende getules persoonlik verskyn het :

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had the

hy synde daartoe gemagtig deur :

MUNISIPALITEIT CERES

hierin verteenwoordig deur DANIEL SOLOMON WILDSCHUTT en DANIEL DU PLESSIS in hulle onderskele hoedenighede as die Burgermeester en Stadsklerk en behoorlik daartoe gemagtig.

- hierna die MUNISIPALITEIT genoem

ΕN

KOEKEDOUW-BESPROEIINGSRAAD

hierin verteenwoordig deur JOHANNES STEPHANUS FRICK EN ADRIAN PETRUS WOLFAARDT in hulle onderskeie hoedanighede as die Voorsitter en die Vise-Voorsitter en behoorlik daartoe gemagtig.

- filerna die BESPROEIINGSRAAD genoem

kragtens volmagte verleen deur :

-- die gemelde MUNISIPALITEIT en uitgevoer te CERES op die dag van 199 , en

die gemeide BESPROEIINGSRAAD en uitgevoer te CERES op die dag van
 199 .

watter volmagte hade aan my getoon is en tans in my protokol berus.

EN DIE KOMPARANT HET SOOS VOLG NAMENS SY LASGEWERS VERKLAAR:

NADEMAAL die gemeide MUNISIPALITEIT die geregistreerde eienaar is van die volgende grondstukke, naamlik :

1.1 DIE RESTANT van ERF NR 1001 in die Munisipaliteit en Afdeling van CERES, Provinsis Wes-Kaap.

GROOT VOLGENS RESTANT:

GEHOU kragtens Grondbrief NA 89/1933.

- 1.2 GEDEELTE 1 (Wakkerstroom) van die plaas ONDER KOEKEDOUW NR 376 in die Afdeling van CERES, Provinsie Wes-Kaap GROOT: 939,9397 (NEGE DRIE NEGE KOMMA NEGE DRIE NEGE SEWE) hektaar GEHOU kragtens Transportakte Nr 4904/1936
- 2. EN NADEMAAL die voormelde grondstukke en die hiernavermelde Koekedouwrivier binne die CERES-STAATSWATERBEHEERGFBIED geleë is wat kragteris Proklamasie Nr 208 gedateer 31 Augustus 1962 ingestel was, en watter beheergebied deur die Minister van Waterwese en sy departement kragtens artikel 62 van die Waterwet, Nr 54 van 1956 (hierna die WET genoem) beheer en administreer word.
- 3. EN NADEMAAL die KOEKEDOUW-BESPROEIINGSDISTRIK kragtens Goewermentskennisgewing Nr 33/1973 geproklameer was en die Raad daarvan kragtens Goewermentskennisgewing Nr 859/1973 beklee is met die werksaamhede, pligte en bevoegdhede soos vervat in artikel 89(1)(a),(b),(c),(d),(e),(f),(g),(h) en (j) van die Wet.
- EN NADEMAAL die MUNISIPALITEIT beklee is met bevoegdhede soos vervat in artikel
 171 en 173 van die Munisipale Ordonnansie, Nr 20 van 1974.
- 5. EN NADEMAAL die MINISTER VAN WATERWESE EN BOSBOU nou ingevolge artikel 62(2l)(a)(l) van die Wet magtiging verleen het vir die bou van die gesamentlike opgaardam, wat as die CERESDAM bekend sal staan, en wel vir die opgaring van 17,000 000

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(sewentien miljoen) kubieke meter openbare water in die bedding van die Koekedouwrivler op die MUNISIPALITEIT se voormelde Gedeelte 1 van die plaas ONDER KOEKEDOUW NR 376, met die volgende jaarlikse onttrekkingsregte daaruit, naamlik :

- deur die gemelde BESPROEIINGSRAAD 'n vergunning van 7 000 000 (sewe miljoen) kubieke meter water vir besproeiingsdoeleindes, en
- (b) deur die MUNISIPALITEIT 'n vergunning van 10 000 000 (tien miljoen) kubleke meter water vir stedelike en nywerheidsdoeleindes.
- 6. EN NADEMAAL die partye oorgengekom het om die hiernavermelde gekombineerde waterskerna te bou ten einde die voormelde ministerlêle vergunnings te kan uitoefen.
- 7. EN NADEMAAL die MUNISIPALITEIT reeds in 1972 die reg van 'n ondergrondse pypleiding oor die voormelde munisipale elendomme aan die gemelde BESPROEIINGSRAAD verleen het om die water waarop die raad toe uit die Koekedouwrivier geregtig was, na sy besproeiingsdistrik te kan afvoer.
- 8. EN NADEMAAL die partye op die dag van . 199 onderling ooreengekom het om hulle ooreenkomste tot skrif te heriel, sodat dit geregistreer kan word.

NOU DERHALWE BEVESTIG DIE KOMPARANT DAT SY LASGEWERS 500S VOLG OOREENGEKOM HET, NAAMLIK:

A. WOORDOMSKRYWINGS:

9. IN hierdie ooreenkoms sal die volgende woorde en uitdrukkings, die volgende betekenishe, naamlik :

BEHEERGEBIED: "die Ceres Staatswaterbeheergebied."

BESPROFIINGSRAAD: "die Koekedouw-Besproeiingsraad."

<u>BESPROEIINGSDISTRIK</u>: "die Koekedouw-Besproeiingsdistrik soos dit tans bestaan en hierna uitgebrei mag word."

MINISTER: 'die minister van Waterwese en sy departement."

MUNISIPALITEIT: "die munisipaliteit Ceres."

MUNISIPALE EIENDOMME: "die twee grondstukke soos hierbo in paragraaf 1 vermeld."

RIVIER: "die Koekedouwrivier."

WET: "die Waterwet, Nr 54 van 1956."

B. <u>DIE KENMERKE ASOOK DIE KOMPONENTE VAN DIE GEKOMBINEERDE</u> WATERSKEMA:

- 10. DIE PARTYE bevestig dat hulle besluit het om op die voormeide munisipale eiendomme 'n gekombineerde waterskema te bou wat uit die volgende komponente sal bestaan, naamlik :
 - (a) die sogenaamde CERESDAM in die bedding van die Koekedouwrivier op die plek van die bestaande munisipale opgaardam, met 'n kapasiteit van sewentien miljoen kubieke meter water, en
 - (b) 'n doeltreffende oorloop vir die dam, en
 - (c) die nodige uillaatwerke vir die water uit die dam, en
 - (d) 'n pypleiding daarvandaan tot by die beheerkamer, en
 - (e) die beheerkamer, en
 - (f) die vloeimeter wat in die beheerkamer op elke party se toevoer-pypleiding aangebring sal word, en
 - (g) die meetstasies met vloeiregistreerders in die bedding van die rivier, stroomop en stroomaf van die dam, en

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- (h) all die Instrumente of meganismes wat vir die doeleindes van damveiligheid of waarskuwing teen vloede, nodig mag wees, en
- (i) toegangspaale tot die voormelde waterwerke, an
- 11. DIE gemelde CERESDAM sal in die bedding van die Koekedouwrivier gebou word, met die gevolg dat die partye by die voltooiling van die gekomlneerde waterskema, die volgende watersituasie voorsien, naamlik :
 - (a) dat vir sover hulle daarvoor beheer het, om sorg te dra dat enige en alle water uit die natuurlike opvanggebied van die opgaardam, onbelemmerd daarby sal kan invloei, en
 - (b) dat die partye dwarsdeur die jaar water uit die dam sal onttrek, wat beteken dat die CERESDAM nie sal oorloop nie tensy die jaarlikse invloei meer is as die water wat uitgeneem word,
 - (c) maar dat die partye nietemin voorsien dat die CERESDAM tog van tyd tot tyd mag corloop, watter oorloopwater direk stroomat van die dam in die gemelde rivier teruggesit sal word, en
 - (d) dat die nuwe opgaardam te alle tye aan die bepalings van artikel 9C van die Wet in verband met die veiligheid van damme, sal moet voldoen, en
 - (e) dat elke party nog steeds oor sy ele individuele waterwerke sal moet beskik vanaf die punt alwaar die water uit die gesamentlike waterskema verdeel en toegedeel sal word. Elke party moet sy individuele waterwerke doeltreffend op sy ele koste, in stand hou.

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- 12. DiE partye erken dat die voormelde gekombineerde waterwerke onverdeelbaar is, en dat dit menslik gesproke, tot in langte van dae moet bestaan en bly voortbestaan. Die partye kom dus ooreen om ewigdurend die hoogste trou teenoor mekaar te openbaar en om in hierdie verband ten minste soos volg te handel :
 - (a) om te voorkom dat die water besoedel word, en
 - (b) om te verhoed dat die een se regte deur die versuim of die nalatigheid van die ander, aangetas of benadeel sal word, en
 - (c) om nie enige water uit die rivier stroomop van die CERESDAM, te neem nie, en
 - (d) om sorg te dra dat sou 'n katastrofe die gekombineerde waterwerke tref waarvolgens dit geknou of vernietig word, dat die partye die nodige herstelwerk of die herbou van die gekombineerde waterwerke met bekwame spoed sal onderneem.

C. KOFFERDAM EN INTERIM WATERSKEMA:

- 13. DiE partye erken dat 'n Kofferdam in die rivier, tesame met 'n iterim waterskema tydens die bou van die gekombineerde waterwerke nodig sal wees, sodat die lewering van water onafgebroke gehandhaaf kan word. Die volgende bepalings sal in hierdie verband geld, naamlik:
 - (a) die Kofferdam sal by die ingebruikneming van die gekombineerde waterskema,
 verwyder word, en
 - (b) die waterwerke in verband met die Interim waterskema sal tegelyktydig daarmee die volle elendom van die MUNISIPALITEIT word, en

(c) die panye sal die boukostes van hierdie interim waterwerke bekostig in die verhouding soos hierbo in paragraaf 24 uiteengesit is.

D. VERLENING VAN SERWITUTE AAN DIE BESPROEIINGSRAAD:

- 14. DIE gemelde MUNISIPALITEIT, as die geregistreerde eienear van die voormelde munisipale elendomme, verleen dus hiermee die volgende permanente serwitute soos dit in artikel 139 van die Wet omskryf word, aan die gemelde BESPACEIINGSRAAD, naamlik :
 - (a) die reg van opdamming en opgaring van die water deur middel van die gemelde CERESDAM, en
 - (b) die reg van waterleiding vanaf die CERESDAM tot by die plek van verdeling van die water tussen die partye, soos dit onderling ooreengekom is, en
 - (c) die verdere reg van die bestaande waterleiding vanat die voormelde plek van verdeling tot daar waar die Besproeiingsraad se pypleiding die grens van die gemelde munisipale elendomme oorsteek, en
 - (d) die reg van toegang en uitgang aan die BESPROEIINGSRAAD om sy indiwiduele waterwerke deur middel van sy raadslede, beamptes en gemagtigdes te kan aanbring, te herstel en te vervang.

E. VERDELING VAN DIE BESKIKBARE WATER:

15. DIE water wat per jaar in die CERESDAM beland, word in coreenstemming met die voormeide ministeriële vergunnings soos volg op 'n permanente grondslag per waterjaar verdeel en toegedeel, naamlik:

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- (a) aan die MUNISIPALITEIT, altesaam 10 000 000 (tien miljoen) kubieke mater water,
- (b) aan die gemeide BESPROEIINGSRAAD, altesaam 7 000 000 (sewe miljoen) kubieke meter water.
- 16. DIE partye erken dat hulle 'n aanspreeklikheid het om 'n voldoende hoeveelheid water jaarliks tos te taat om in die ekologiese behoeftes van die Koekedouwrivier te voorslen en wel volgens die beslissing van die betrokke steatsdepartement.
- 17. DIE partye erken egter dat die uitneem, die opgaring en die gebruik van die water, onderworpe is aan die bepalings en voorwaardes van die toepaslike ministeriële vergunnings of permitte, of enige wysigings daarvan.
- 18. Die partyd erken verder dat die MiNISTER die voormelde vergunnings verleen het met inagnerning van die volgende watersituasies, naamtik :
 - (a) die regte van die oewergronde wat stroomaf van die CERESDAM geleë is, en
 - (b) om voorsorg te tref dat die rivier-sisteme stroomat van die dam weens ekologiese redes, nie absoluut drooggelê word nie.
 - (c) met die gevolg dat die hiernavermelde BESTUURSKOMITEE sorg sal moet dra dat sodanige hoeveelhede water, wanneer nodig, uit die CERESDAM afgelaat word.
- 19. DIE partye sal in 'n waterjaar, wat vanaf 1 Oktober strek, geregtig wees om hulle onderskele toegedeelde hoeveelhede water (en uitgedruk in miljoen(e) kubieke meter water per maand) soos voig te onttrek, neamlik :

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	Ю́кт 	Nov	Des	Jan	Feb	Mar	Apr	Mei	Jun	Jul	Aug	Sept	Jaar- likse
Muni- sipa- liteit	,63	,97	1.14	1.31	1.10	1.10	,69	,62	,55	,52	,55	,62	10 m
Besp- roei- ings- raad	,45	,45	,45	,45	,45	.45	,40	78	.78	,78	,78	,78	7 m

20. Di

E MUNISIPALITEIT het egter aangedui dat hy nie voor 1 Oktober 2017 sy toegedeelde tien miljoen kubieke meter water ten volle per waterjaar sal kan benut nie. Die partye het gevolglik onderling ooreengekom dat die gebruiksregte van water in die CERESDAM tot 30 September 2017, (en uitgedruk in dieselfde volumes) soos volg sal wees, naamlik :

	Okt	Nov	Des	Jan	Feb	Mar	Apr	Mei	Jun	ៀបរា	Aug	Sept	Jaar- likse
Muni- sipa- fileit	,58	,68	,80	,92	,77	,77	,48	,43	,39	,36	,39	,43	7 m
Besp- roci- ings- raad	,95	,95	,95	,95	,95	,95	,40	,78	,78	,78	,78	,78	10 m

- 21. DIE BESPROEIINGSRAAD bevestig dat hy geen aanspraak maak op enige of al die water wat na voltooiing, by die CERESDAM mag oorloop of aldaar mag wegloop nie.
- 22. DiE taak om sorg te dra dat elke party sy regmatige aandeel van die beskikbare water kry, en hoedat die situasie gehanteer sal word as en wanneer noodsaaklike herstel-of instandhoudingswerk gedoen moet word, word aan die hiernavermelde BESTUURSKOMITEE opgedra.

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F. <u>DIE BOUKOSTE EN LANGTERMYNLENINGS</u>:

- 23. DIE bou van die gekomineerde waterskeme sal geskied onder die toesig van die hiernavermelde BESTUURSKOMITEE wat die partye by wyse van 'n onderlinge ooreenkoms, spesiaal vir hierdie doel gestig het en wat hulle bekieë het met sodanige werksaamhede, bevoegdhede en pligte as wat nodig geag was.
- 24. DIE BESTUURSKOMITEE sal by die voltooling van die gekombineerde waterskema 'n sertifikaat uitreik wat die eindkoste daarvan was. Die partye is, ondanks die verhouding waarop die beskikbare water verdeel word, op die volgende grondslag vir sodanige eindkostes aanspreeklik, naamlik :
 - (a) deur die MUNISIPALITEIT vir een en veertig persent (41%) daarvan, en
 - (b) dour die BESPROEIINGSRAAU vir nege en vyftig persent (59%) daarvan

25. DIE partye erken en bevestig :

- (a) dat elke party verantwoordelik is vir die finansiering van sy ele kapitale bydrae, en
- (b) dat 'n party nie op 'n wyse sekuriteit vir sy eie lening(s) mag verskaf wat die ander party se belange in die skema kan benadeel of polensieël kan benadeel nie.
- 26. DIE partye verbind hulleself om ter bereiking van die voormelde finansiële oogmerke, te alle tye afsonderlik soos volg te handel, naamlik :
 - (a) om jaarliks ingevolge hulle bevoegdhede gereeld en getrou voldoende waterbelastings en/of waterheffings te hef wat nodig sal wees om die skema te bedryf en om hulle onderskeip teningsverpfigtinge volledig na te kom, en
 - (b) om sorg te dra dat daardie belastings en heffings jaarliks getrou ingevorder sal word, desnoods by wyse van regsporsesse en lasbriewe in eksekusie, en
 - (c) om hulle onderskeie belange en regte in die gekombineerde waterskema vir geen ander doel as vir die betrokke lenings vir die boukoste, spesiaal te verbind of te belas nie.

27. ELKE party onderneem om gedurende die tydperk van konstruksie die nodige fondse op die verhoudelike grondslag, aan die BESTUURSKOMITEE beskikbaar te stel sodat die boukontrakteurs se betalingsertifikate stiptelik betaal kan word.

G. BESTUURSKOMITEE:

28. STIGTING:

'n Bestuurskomitee bestaande uit ses lede, waarvan drie verteenwoordigers deur elkeen van die partye aangewys sal word, word hiermee gestig, met dien verstande :

- (a) dat elke party sy eis verteenwoordigers van tyd tot tyd skriftelik sal aanwys of verwyder, soos wat dit hom mag behaag, en
- (b) dat elke party van tyd tot tyd 'n spesifieke sekundus (alternatiewe verteenwoordiger) vir elkeen van sy verteenwoordigers, of 'n algemene sekundi in rangorde vir al sy verteenwoordigers, skriftelik mag aanwys, en
- (c) dat enige verwysing na verteenwoordigers in hierdie oorgankoms ook die sekundl (of alternatiewe verteenwoordigers) sal insluit.
- 29. WERKSAAMHEDE, BEVOEGDHEDE EN PLIGTE VAN DIE BESTUURSKOMITEE

 DIE partye beklee die bestuurskomitee met die volgende werksaamhede, bevoegdhede en pligte, naamlik :
 - (a) om die waterbronne van die gemelde rivier in alle opsigte te beskerm en toe te sien dat geen party stroomop van die CERESDAM, enige water uit die rivier neem nie, en

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- (b) om ondersoek te doen na, en aantekening te hou van die hoeveelhede water wat op die verskillende vloeistadiums by die CERESDAM sal invloei en wat by die oorloop daarvan, mag wegloop, en
- (c) om toesig te hou en beheer uit te oefen oor die verdeling en die toedeling van die beskikbare water, soos wat dit in hierdie ooreenkoms voorgeskryf word, en
- (d) om die voormelde gekombineerde waterwerke te bestuur, te bedryf, te onderhou, en
- (e) om sorg te dra dat die gekombineerde waterwerke te alle tye verseker is teen sodanige risikos as waartoe die partye van tyd tot tyd moet ooreenkom, en
- (f) om sorg te dra dat die CERESDAM te alle tye aan die voorskrifte vir die veiligheid van damme, sal voldeen, en dat die MUNISIPALITEIT as die eienaar van die grondstuk waarop die dam staan, nie aan uitgawes in verband daarmee, blootgestel word nie, en
- (g) om op 'n jaarlikse grondslag sy finansiële sake soos hiernavermeld, te behartig.
- (h) om enige nodige opreenkoms te mag sluit,
- (i) om in die algemeen, sodanige take of funksies te verrig as wat die partye by wyse van 'n eenparige besluit aan hom mag opdra.
- 30. DIE partye is geregtig om van hulle beamptes wat by die watersituasie betrokke is, saam met hulle verteenwoordigers na die vergaderings van die Bestuurskomice te stuur. Sodanige beamptes mag op versoek, advies en leiding verskaf maar is nie geregtig om oor enige aangeleentheid voorstelle in te dien of om daaroor te mag stem tile.

31. VOORSITTER:

DIE sittende lede van die bestuurskomitee moet 'n VOORSITTER op 'n jaarlikse grondslag eenparig of per geslote stembriefie uit hulle eie geledere aanwys, met dien verstande :

- (a) dat by 'n staking van stemme, die lot gewerp moet word, in terme van die Regulasies vir bepaling van sake deur loting soos afgekondig in Provinsiale Kennisgewing Nr 228 van 1975, en
- (b) dat die voorsitter nie oor 'n tweede of beslissende stem in verband met enige aangeleentheid sat beskik nie, en
- (c) dat indien die voorsitter nie in staat is om 'n vergadering of 'n gedeelte van 'n vergadering by te woon of daarop voor te sit nie, moet die aanwesige lede uit hulle midde iemand verkies om voor te sit vir die tydperk waartydens die voorsitter afwesig is of nie in staat is om voor te sit nie.

32. SEKRETARIAAT EN PERSONEEL:

DIE BESTUURSKOMITEE sal self vir horn 'n sekretaris asook alle nodige personeel aanstel en hulle diensvoorwaardes bepaal (en einde die voorgeskrewe take te kan verrig.

33. KWORUM VIR VERGADERINGS !

TWEE of meer verteenwoordigers van elke party wat by die vergadering van die Bestuurskomitee aanwesig is, maak 'n kworum vir daardie vergadering uit.

34. DIE BYEENROEP VAN EN DIE PROSEDURES OP DIE VERGADERINGS :

DIE gewone vergaderings van die bestuurskomitee word so dikwels en op sodanige tye en plekke gehou as wat die voorsitter daarvan van tyd lot tyd bepaal, maar met dien verstande:

(a) dat daar ten minste twee gewone vergaderings per jaar gehou moet word, en

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- (b) dat die sekretaris die betrokke lede minstens 14 dae voor die tyd skriftelik van die vergadering in kennis moet stel en terselfderlyd van 'n sakelys moet voorsien van die sake wat onder behandeling geneem sat word, en
- (c) dat die voorsitter na goeddunke 'n builengewone vergadering van die Bestuurskomitee kan beiê vir die behandeling van spesiale of dringende aangeleenthede, en wel op die tyd en plek wat hy bepaal,
- (d) maar dat die voorsitter 'n buitengewone vergadering van die Bestuurskomitee moet balé as twee verteenwoordigers van enige party dit skriftelik versoek, en
- (e) dat die Bestuurskomitee sy eie huishoudelike reëls vir die hou van sy vergaderings, sal orden.
- (f) dat die Bestuurskomitee moet poog om sy besluite op 'n konsensus basis te neem met dien verstande dat elke lid slegs een stem het, maar by 'n staking van stemme word die aangeleentheid beslis ooreenkomstig die arbitrasieklousuie van hierdie ooreenkoms.
- 35. Die sekretaris moet notule hou van elke formele vergadering van die Bestuurskomitee en sodanige notule moet op die eersvolgende vergadering daarvan behandel word en, indien in orde verklaar, bekragtig word deur die handtekening van die persoon wat op daardie vergadering voor sit.
- 36. DIE Bestuurskomitee is by wyse van 'n eenpange besluit geregtig, om soos die behoefte mag ontstaan, kundige persone aan te stel en te vergoed ten einde aan hom vakkundige advies te bedien.

H. <u>DIE ADMINISTRASIE EN BEDRYFSKOSTES VAN DIE BESTUURSKOMITEE</u>:

- 37. DIE partye bevestig dat ondanks die verhouding waarop die beskikbare water verdeel is, dat hulle in die verhouding van
 - EEN EN VEERTIG PERSENT (41%) vir die MUNISIPALITEIT, en
 - -- NEGE EN VYFTIG PERSENT (59%) vir die gemeide BESPROEIINGSRAAD,

vir die volgende uitgawes aanspreeklik sal wees, naamlik

- (a) die lopende administrasie en die bedryfskostes van die gekombineerde waterskerna, en
- (b) die uitgawes wat van tyd tot tyd aangegaan moet word om aan die velligheid van die CERESDAM te voldoen, en
- (c) enige eise vir skadevergoeding wat mag voortspruit uit 'n handeling of 'n versuim van die BESTUURSKOMITEE.
- HIEADIE verhoudelike aanspreeklikheid sal voortduur vir 'n tydperk van twintig (20) jaar vanaf t Oktober 1997 tot 30 September 2017.
- 39. DIE partye kom ooreen dat die uitgawes waarna hierbo in paragraaf 37 verwys word met ingang van 1 Oktober 2017 op 'n permanente grondslag soos volg gedra sal word, naamtik :
 - -- NEGE-FN-VYFTIG PERSENT (59%) deur die MUNISIPALITEIT, en
 - EEN-EN-VEERTIG PERSENT (41%) deur die BESPROEIINGSRAAD.
- 40. DiE Bestuurskomitee sal die fondse wat hy benodig, verkry deur soos volg te handel, naamlik :

(a) om jaarliks 'n begroting van sy verwagte uitgawes op te stel en goed te keur, en

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- om namate núwo gebeurlikhede daarna mag opdulk, om aanvullende begrotings (b) te mag opstel en dit goed te keur, en
- om rekenings aan elke party te lewer synde sy aandeel van die kostes en om te (c) stipuleer wanneer dit betaal moet wees.
- DIE Bestuurskomitee word gemagtig om in sy naam 'n banktjekrekening en/of 41. depositorekening by 'n bankinstelling volgens sy keuse te open en om in hierdie verband self le besluit :
 - wie tekenmagte op daardie rekenings sal hê, en (a)
 - op watter wyse die betaalde rakeninge aan die Bestuurskomitee vir bekragtiging (b) voorgelê sal word.
- 42. DIE Bestuurskomitee sal aan die hand van erkende boekhoukundige beginsels boekhou van sy inkomstes en uitgawes, en sal vir die doeleindes daarvan :
 - jaartiks finanslēle state opstel en goedkeur, en (a)
 - 'n geoktrooleerde rekenmesster aanstel om sodanige state te oudit en le sertifiseer. (b)

ALGEMENE BEPALINGS: 1.

- DIE partye herroep en kanselleer hiermee die twee bestaande ooreenkomste gedateer 23 43. Junie 1972 on 13 September 1974 wat tussen hulle in verband met die gebruik van die water van die rivier gesluit was.
- 44. TOESTEMMING word aan die MUNISIPALITEIT verleen om die beskikbare water van die CERESDAM in die eerste plek vir die ontwikkeling van elektriese krag aan to wend, maar - which is met dien verstande:

- (a) dat die hoeveelhede water wat aan die BESPROEIINGSRAAD toekom, geensins as gevolg daarvan verminder sal word nie, en
- (b) dat die BESPROEIINGSRAAD die uitsluitelike reg behou om te bepaal hoeveel water hyself per dag binne die raamwerk van die voormelde vloeipartrone, benodig.
- 45. GEEN vergoeding word deur die BESPROEIINGSRAAD aan die MUNISIPALITEIT vir die verkrying van die voormelde serwitute betaal nie.
- 46. BY die bepaling van die eindkoste van die gekombineerde waterskama sal geen waarde vir die munisipale gronde waarop daardie werke staan, bygereken word nie.
- 47. DIE partye bevestig dat die waterregte van laerliggende eiendomme langs die rivier, nie as gevolg van hierdie ooreenkoms benadeel sal word nie. Die Bestuurskomitee moet hom by die erkenning van enige sodanige waterregte, deur die MINISTER laat lei deurdat hy die watersituasie binne die BEHEERGEBIED kragtens artikel 62 van die Wet, administreer.
- 48. DIE regte wat hierkragtens verleen en verkry is, sal ewigdurend geld en sal dus bindend wees op die opvolgers-in-titel van beide partye.

J. ARBITRASIE:

49. INDIEN daar te enige tyd 'n enige geskil tussen die partye ontstaan met betrekking tot die vertolking of uitvoering van hierdie ooreenkoms of met betrekking tot enige ander aangeleentheid wat daaruit voortspruit, sal sodenige geskil by wyse van arbitrasie ingevolge die bepallings van die Arbitrasiewet, 1965 (Wet 42/1965) beslis word.

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B).



K. KANSELLASIE VAN HIERDIE OOREENKOMS:

50. DIE partye kom ooreen dat indien die partye hierna sou besluit dat hulle nie met die bou van die voorgestelde gekombineerde waterskema sal voortgaan nie, dan en so 'n geval sal hierdie ooreenkoms verval en sal die huidige watersituasie en die regte en verpligtinge in verband daarmee, onveranderd van krag bly.

L. REGISTRASIE VAN OOREENKOMS:

- 51. DiE partye het ooreengekom om hierdie akte teen die MUNISIPALITEIT se betrokke transportakte in die Aktekantoor te Kaapstad te laat registreer.
- 52. DIE kostes vir die neem van die instruksies, die opstelling en die onderhandelings vir die goedkeuring van hierdie ooreenkoms, asook die registrasie daarvan, vorm 'n deel van die eindkoste van die gekombineerde waterskema, en word dus bekostig in die verhouding soos hierbo in paragraaf 37 uiteengesit.

ALDUS GEDOEN en OOREENGEKOM te PAARL op die dag in die maand en jaar soos aan die begin hiervan vermeld in die teenwoordigheid van die ondergetekende getuies.

AS	GETUIES:		
1.		QUOD ATTESTOR	
2.		PUBLIEKE NOTARIS	
		with the	

SPESIALE PROKURASIE

ONS, die ondergetekendes

MUNISIPALITEIT CERES

hierin verteenwoordig deur DANIëL SOLOMON WILDSCHUTT en DANIëL DU PLESSIS in hulle onderskeie hoedanighede as die Burgermeester en Stadsklerk en behoorlik daartoe gemagtig.

EN

KOEKEDOUW-BESPROEIINGSRAAD

hierin verteenwoordig deur JOHANNES STEPHANUS FRICK EN ADRIAN PETRUS WOLFAARDT

in hulle onderskeie hoedanighede as die Voorsitter en die Vise-Voorsitter en behoorlik daartoe gemagtig.

stel hiermee aan :

met mag van substitusie om one wettige Prokureur en Agent ie wees in one naam, piek en stede, voor 'n Publieke Notaris te PAARL of waar ookal die voorgestelde Serwituutekte wat volgens AANHANGSEL A hierby aangeheg word te onderteken en uit te voer. One het AANHANGSEL A vir identifikasiedoeleindes geparaleer.

en in die algemeen, ten einde voorgenoemde doeleindes uit te voer, te doen of te laat doen al wat nodig is, net so volmaak en doeltrelfend asof ons self teenwoordig was en hierin gehandel het, en bekragtig hiermee alles wat ons genoemde Prokureur en Agent uit krag hiervan wettiglik doen of laat doen.

GETEKEN te op hierdie teenwoordigheid van die ondergelekende getuies.

dag van JULIE 1996, in

AS GETUIES:

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AS GETUIES:

nms DIE MUNISIPALITEIT

rms DIE BESPROEIINGSRAAD

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SPESIALE PROKURASIE

ONS, die ondergetekendes

MUNISIPALITEIT CERES

hierin verteenwoordig deur DANIëL SOLOMON WILDSCHUTT en DANIëL DU PLESSIS in hulle onderskeie hoedanighede as die Burgermeester en Stadsklerk en behoorlik daartoe gemagtig.

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stel hiermae aan :

met mag van substitusie om ons wettige Prokureur en Agent te wees in ons naam, plek en stede, voor 'n Publieke Notaris te PAARL of waar ookal die voorgestelde Serwituutakte wat volgens AANHANGSEL A hierby aangeheg word te onderteken en uit te voer. Ons het AANHANGSEL A vir Identifikasiedoeleirides geparaleer.

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op hierdie GETEKEN te teenwoordigheid van die ondergetekende getuies.

dag van JULIE 1996, in

AS GETUIES:

AS GETUIES:

rims DIE BESPROEIINGSRAAD

nms DIE MUNISIPALITEIT

7.4.2 Swapping of water rights between Witzenberg Municipality and the Koekedouw Irrigation Board with regard to Ceres Dam (16/2/1/1/1)

Item 7.1 of the meeting of the Committee for Corporate and Financial Services, held on 16 April 2008, refers.

The following report, dated 3 March 2008, was received from the Director: Corporate Services:

"Background

In and during 1986 dam safety legislation was passed and became applicable to all major dams. The old Ceres Dam was eventually declared unsafe in 1994. It was recommended that a new dam be built, or repaired, both at high cost. After lengthy negotiations and discussions between the municipality and the Koekedouw Irrigation Board, the parties agreed on a joint venture to build the Ceres Dam. The detailed background and signed agreement are attached hereto as annexure 7.4.2.

In building the dam, the calculated cost to the Irrigation Board and municipality was to be shared in proportion to their initial water allocation of 10 million m³ and 7 million m³ respectively. The final cost of the dam amounted to R94 million and was shared in the ratio of 59 % to the farmers and 41 % to the municipality. The agreement between the parties required that, in 2017, the ratio of water allocation be reversed, that is 41 % to the farmers and 59 % to the municipality, without compensation to the farmers. In a study (investigation) done by the farmers, it was concluded "that liquidation of some of the farms under the scheme is possible, especially in the event of a bad season, and that a domino collapse might result placing the entire scheme in jeopardy. Some thought should be given to facilitating a favourable outcome for these farmers." The farmers have approached Rand Merchant Bank to reschedule their repayment loans as a strategy to a favourable outcome.

Rand Merchant Bank gave an indication of their willingness if the proportion of water remains the same after 2017. The farmers (Irrigation Board) are now requesting Council to keep the status quo intact after 2017.

Deliberation

Additional to the farmers' capacity of 59 % of the capital cost of the dam, they were also liable to invest in a new reticulation system able to cope with the distribution of the additional water. The cost of this system amounted to R10 million. Rand Merchant Bank financed the farmers' portion at an interest rate of 14, 5 % on an escalating instalment plan. During the planning stages various factors were taken into consideration, inter alia:

- The construction cost would be R53 million (eventually it cost R104 million).
- The future of the deciduous industry would bloom (proper).
- Inflation was in its early teens and a continually softening Rand was entrenched in the
 economic thinking of the time.
- The Ceres Municipality was in credit and not foreseeing the amalgamation with the smaller, poorer and indebted municipalities.
- Inflation rates were unpredictable at the time a factor which caused the policy-makers to decide on a fixed interest rate.

The passing years have revealed all underlying predictions to be incorrect. This has had a particularly detrimental effect on both the farmers and the municipality. The adverse financial implications it has had on the municipality had been widely recorded, especially during the IDP processes of the last year.

For a number of years the deciduous industry was in a major recess, so much so that we saw a number of farms being liquidated. The agri sector is one of the biggest contributors to the economy of the Witzenberg region. From early 2007 there seems to be a turnaround within the industry. The farmers of the scheme are however still handicapped because of excessive cost of the water per hectare. It is said that this scheme's water to commercial farmers is the most expensive in the country. A farm using only Koekedouw water will on average break even and therefore be seriously exposed to risk of collapse in a bad season, offering no return to the owner.

The farmers of the scheme have been involved in extensive negotiations with Rand Merchant Bank to reschedule down payment to the bank. The bank however, contends that their security will be at serious risk if the loans are rescheduled and the status quo not be maintained after 2017. If the Council accedes to the request of the farmers, the bank will reschedule, effectively reducing the risk of the farmers.

Our Messrs. James Fortuin and Sabatha Shongwe were also part of the discussions with Rand Merchant Bank. At the meeting they requested the farmers to make a meaningful proposal to compensate Council, because the extra water could be regarded as an asset. The farmers are of the opinion that they are not in a financial position to compensate the municipality, and further that the municipality would definitely not consume the increased allocation. The social trends have shown the municipality to be a slow growth area.

Financial implications

The Council will be responsible for 59 % of the operational costs after 2017.

Legal implications

A signed legal agreement is applicable."

Die Komitee besluit dat 'n kundige aangestel word om die aangeleentheid te ondersoek en 'n voordelige opsie vir beide Witzenberg Munisipaliteit en Ceres Koekedouw Besproeiingsraad te bepaal. Verder dat die Ceres Koekedouw Besproeiingsraad om 'n voorlegging met betrekking tot die aangeleentheid aan die Raad te doen.

The Committee for Corporate and Financial Services resolved on 16 April 2008 that the matter be referred to Senior Management for an in-depth investigation with regard to all aspects and that the possible options be tabled again.

The matter was also discussed by the Committee for Corporate and Financial Services on 21 May 2008 under Outstanding Matters and it was resolved:

- (a) That the acting Municipal Manager, in liaison with the Executive Mayor, schedules a meeting with the Koekedouw Irrigation Board.
- (b) That cognisance be taken of possible new proposals from the Koekedouw Irrigation Board, and that the matter therefore be referred to the Executive Mayoral Committee for further attention and disposal.

RESOLVED (27/06/2008)

That Senior Management investigate the matter with regard to the swapping of water rights between Witzenberg Municipality and the Koekedouw Irrigation Board and submit a report to the Executive Mayoral Committee.

Client no.: 9004731

Witzenberg Municipality (WCO22) 50 Voortrekker Street P.O. Box 44 Ceres 6835 Republic of South Africa

Date: 09.07.2019



VAT Registration No: 4260126711

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ACCOUNT STATEMENT

FINANCIAL TERMS

Client	9004731	Witzenberg Municipality (WCO22)(25877)
Programme		
Operation	12001963	Project
Product	61001111	Loan(10525/104)
Product Type	D61	Loan(10525/104)(Normal)
Period	20.00 Year(s)	Redemption Date: 31.03.2017
Capital Grace Period	-	
Interest Grace Period	13.50 Year(s)	From 01.04.1997 to 30.09.2010
Repayment Method	Equal Installments	
Currency	ZAR	
Next Interest Repayment		
Next Capital Repayment		
Interest Repayment Frequency	6 Month(s)	
Capital Repayment Frequency	6 Month(s)	

INTEREST

Item	Loan	Arrears
Interest Method	Fixed	Fixed
Interest Base Days	365	365
Interest Rate Reference	-	-
Current Base Interest Rate	0.00000	0.00000
Margin	0.00000	12.90000
Total Current Interest Rate	0.00000	12.90000
Interest Reset Frequency	-	-
Interest Capitalisation Frequency	6 Month(s)	6 Month(s)

DEBT ANALYSIS

Item	Amount
Capital (incl. Cap Interest)	0.00
Loan: Acc Interest	0.00
Arrears: Capital	0.00
Arrears: Interest	0.00
Fees:	0.00
Total Indebtedness To DBSA	0.00

AVAILABLE AMOUNTS

Item	Amount
Original Loan Amount	28,490,000.00
Adjusted +/-	0.00
Adjusted Loan Amount	28,490,000.00
Disbursed Amount	28,490,000.00
Rescheduled Amount	0.00
Claimable Balance	0.00

LOAN ACCOUNT

Loan 61001111	Interest Rate	Posting Date	Value Date	Capital			Total	Balance Incl.	Balance Excl.
					Accrued	Capitalized		Accruals	Accruals
Opening Balance AS AT 30.06.2018				-418,671.68	0.00	418,671.68	0.00	0.00	0.00
TOTAL AS AT 30.06.2019				-418,671.68	0.00	418,671.68	0.00	0.00	0.00

ARREAR ACCOUNT

Arrears 61001111	Interest Rate	Posting Date	Value Date	Capital	Interest	Interest	Total	Balance Incl.	Balance Excl.
					Accrued	Capitalized		Accruals	Accruals
Opening Balance AS AT 30.06.2018				0.00	0.00	0.00	0.00	0.00	0.00
TOTAL AS AT 30.06.2019				0.00	0.00	0.00	0.00	0.00	0.00

AGE ANALYSIS - ARREARS

Current	31-90 Days	91-180 Days	181-365 Days	365+ Days	Total
0.00	0.00	0.00	0.00	0.00	0.00

032253 Ceres Koekedouw Bestuurskomittee

110055 Koekedouw Besproeingsraad

110962 Koekedouw Bestuursmaatskappy

CS-F003F Cre	ditor Name and Address De	tails
_oçal Authority	CER	
Creditor Number :	032253	
Name ID		
Name	CERES KOEKEDOUW BEST	TUURSKOMITEE
Language	A	
Postal Address:		Street Address:
Postal Code:		Fax No.
rostaji.code.		Pank Name
Work Tel. No.:		Bank Code
Type Of Payment :	A	Bank Account No
Regist. For VAT?:	Y 4060072338	
Contact Person	1 4000012330	Type Of Account:
		ACB or BDB ACCOUNT:
Collabora No.		
Cellphone No. NER Service		CERES KOEKEDOUW BESTUURSKOMITE
L		ACB Comment WITZENBERG MUN
Local Authority Creditor Number; Name ID	CER 110055	ils — — — — — — — — — — — — — — — — — — —
Name	KOEKEDOUW BESPROEIING	SBAAD
Language	A	
Postal Address:		Street Address:
	WATERHOUSE COOPERS	P/A PRICE WATERHOUSE COOPERS
//	KKERSTRAAT 58	VOORTREKKERSTRAAT 58
CERES		CERES
Postal Code:	6835	Fax No. 0233161368
	0033	Bank Name
Work Tel. No.:	0233121140	Bank Code
Type Of Payment:		Bank Account I
Regist, For VAT?:	Y 4490193846	Type Of Account:
Contact Person		ACB or BDB A
		Name On Bank Account;
Cellphone No.		KOEKEDOUW BESTUURSMAATSKAPPY
NER Service		ACB, Comment WITZENBERG MUN
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Exit/Cancel	Update/Select	Options Help

CS-F003F Credi	tor Name and Address Details	
	CER	
****	110962	
Name ID		
	KOEKEDOUW BESTUURSMAA	ATSKAPPY
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Postal Address:		Street Address:
POSBUS 99		POSBUS 99
CERES		CERES
Postal Code:	6835	Fax No. 0233161368
		Bank Name
	233121140	Bank Code
Type Of Payment : A		Barik Account No
Regist. For VAT?:	4490193846	Type Of Account: 1
Contact Person		ACB of BDB A
		Name On Bank Account:
Cellphone No.		KOEKEDOUW BESTUURSMAATSKAPPY
NER Service		ACB Comment WITZENBERG MUN
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10,347,128.53

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Creditor No Creditor Name	Remittance	Remittance Remittance Date	Order No Inv Date	Inv Date	Total	Description/Comment	Financial Year
110055 KOEKEDOUW BESPROEIINGSRAAD	27462	20040129	20040129 10009472 20040129	20040129	25,000.00	25,000.00 BETALING T.O.V UITSTAANDE BALANS	2003
110055 KOEKEDOUW BESPROEIINGSRAAD	27751	20040212	20040212 10009687	20040211	25,000.00	25,000.00 MUN WITZ / KOEKEDOUW BESPROEIINGSRAAD	2003
110055 KOEKEDOUW BESPROEIINGSRAAD	28608	20040318	20040318 10010493	20040317	25,000.00	25,000.00 MUN WITZ / KOEKEDOUW BESPROEIINGSRAAD	2003
110055 KOEKEDOUW BESPROEIINGSRAAD	29086	20040407	10010959	20040406	25,000.00	25,000.00 MUN WITZ / KOEKEDOUW BESPROEIINGSRAAD	2003
110055 KOEKEDOUW BESPROEIINGSRAAD	29869	20040513	10011641	20040513	25,000.00	25,000.00 MUN WITZ / KOEKEDOUW BESPROEIINGSRAAD	2003
110055 KOEKEDOUW BESPROEIINGSRAAD	30314	20040527	10011941	20040526	25,000.00	25,000.00 MUN WITZ / KOEKEDOUW	2003
110055 KOEKEDOUW BESPROEIINGSRAAD	30678	20040610	10012199	20040609	25,000.00	MUN WITZ / KOEKEDOUW BESPROEIINGSRAAD	2003
110055 KOEKEDOUW BESPROEIINGSRAAD	30940	20040617	10012317	20040617	25,000.00	MUN WITZ / KOEKEDOUW BESPROEIINGSRAAD	2003
110055 KOEKEDOUW BESPROEIINGSRAAD	31325	20040630	10012601	20040630	25,000.00	MUN WITZ / KOEKEDOUW BESPR	2003
110055 KOEKEDOUW BESPROEIINGSRAAD	32413	20040826	10013612	20040825	25,000.00	MUN WITZ / KOEKEDOUW BESPROEIINGSRAAD	2004
110055 KOEKEDOUW BESPROEIINGSRAAD	33152	20040930	10014399	20040929		25,000.00 MUN WITZ	2004
110055 KOEKEDOUW BESPROEIINGSRAAD	33645	20041021	20041021 10014808	20041021	25,000.00	25,000.00 MUN WITZ / KOEKEDOUW BESPROEIINGSRAAD	2004
110055 KOEKEDOUW BESPROEIINGSRAAD	33794	20041028	20041028 10014892	20041028	Ly.	25,000.00 KOEKEDOUW BESPROEIINGSRAAD	2004
110055 KOEKEDOUW BESPROEIINGSRAAD	34436	20041125	20041125 10015491	20041125		25,000.00 MUN WITZENBERG / KOEKEDOUW BESPROEIINGRAAD	2004
110055 KOEKEDOUW BESPROEIINGSRAAD	35265	20041229	20041229 10016269	20041228		25,000.00 MUN WITZ / KOEKEDOUW BESPROEIINGSRAAD	2004
110055 KOEKEDOUW BESPROEIINGSRAAD	35774	20050120	20050120 10016774	20050119		25,000.00 MUN WITZ / KOEKEDOUW BESPROEIINGSRAAD	2004
110055 KOEKEDOUW BESPROEIINGSRAAD	36311	20050203	10017332	20050202	25,000.00	25,000.00 MUN WITZ / KOEKEDOUW BESPROEIINGSRAAD	2004
110055 KOEKEDOUW BESPROEIINGSRAAD	36761	20050224	10017695	2005023		25,000.00 MUN WITZ / KOEKEDOUW BESPROEIINGSRAAD	2004
110055 KOEKEDOUW BESPROEIINGSRAAD	37245	20050310	10018249	20050310		25,000.00 MUN WITZ / KOEKEDOU	2004
110055 KOEKEDOUW BESPROEIINGSRAAD	37471	20050323	10018473	20050323		212,481.00 KOEKEDOU BESTUURSKOMITTEE	2004
110055 KOEKEDOUW BESPROEIINGSRAAD	37471	20050323	10018474	20050323	2	KOEKEDOU BESTUURSKOMITTEE	2004
110055 KOEKEDOUW BESPROEIINGSRAAD	40765	20050818	10022687	20050818		25,000.00 KOEKEDOU BESTUURSKOMITTEE	2005
110055 KOEKEDOUW BESPROEIINGSRAAD	41377	20050915	10023448	20050914		25,000.00 KOEKEDOUW BESTUURSKOMITEE	2005
110055 KOEKEDOUW BESPROEIINGSRAAD	44643	20060202	20060202 10027712	20060202		215,813.12 KOEKEDOUW DAM	2002
110055 KOEKEDOUW BESPROEIINGSRAAD	49703	20060824	20060824 10033544	20060822		82,563.25 KOEKEDOUW DAM	2006
110055 KOEKEDOUW BESPROEIINGSRAAD	58168	20070724	10043595	20070630		86,667.25 BELASTINGS06 IN LIKWIDASIE	2007
110055 KOEKEDOUW BESPROEIINGSRAAD	66991	20080724	71874	20080620		90,149.49 BELASING 2008 NJ BASSON VREDEBES	2008
110055 KOEKEDOUW BESPROEIINGSRAAD	144095	20161024	143035	20160731		127,745.55 WATERBELASTING GEHEF	2016
110055 KOEKEDOUW BESPROFIINGSRAAD	144095	20161024	143035	20160630	134,123.85	WATERBELASTING	2016
110055 KOEKEDOUW BESPROEIINGSRAAD	150204	20170727	147919	20170701	140,220.00	WATERBELASTING JUL17/18	2017
110055 KOEKEDOUW BESPROFIINGSRAAD	150204	20170727	147919	20170701	1,539.00	HEFFINGS SOMERWATER	2017
110055 KOEKEDOUW BESPROEIINGSRAAD	162579	20190318	158516	20180705	155,871.00	WATERBELASTING SOMER @ R9036/HA - 15HA VREDEBES	2018
110962 KOEKEDOUW BESTUURSMAATSKAPPY	86031	20100722	10072063	20100722	94,649.01	BELASTING 2009	2010
110962 KOEKEDOUW BESTUURSMAATSKAPPY	86031	20100722	10072064	20100722	99,608.36	BELASTING 2010	2010
110962 KOEKEDOUW BESTUURSMAATSKAPPY	111902	20130117	10095753	20120630		109,876.05 SOMERWATER BELASTING HEFFING	2012
110962 KOEKEDOUW BESTUURSMAATSKAPPY	111902	20130117	20130117 10095753 20120630	20120630		104,652.00 SOMERWATER BELASTING HEFFING	2012
110962 KOEKEDOUW BESTUURSMAATSKAPPY	118031	20130816	20130816 10101051 20130815	20130815		115,997.85 WATERBELASTING GEHEF, WATERHULPBRON, NAVORSING	2013

MINUTES OF THE SPECIAL MEETING OF THE MUNICIPAL PUBLIC ACCOUNTS COMMITTEE (MPAC) OF WITZENBERG MUNICIPALITY HELD IN THE COUNCIL CHAMBERS, MUNICIPAL OFFICES, 50 VOORTREKKER STREET, CERES ON MONDAY, 21 OCTOBER 2019 AT 15h00.

PRESENT

Councillors

M. Jacobs (Chairperson) C. Lottering

Alderman J. Schuurman

Officials

Mr. D. Nasson (Municipal Manager)

Mr. A Raubenheimer (Acting Director: Finance)

Mr. J Barnard (Director: Technical Services)

Mr. G. Louw (Head: Internal Auditor)

Mr. C. Wessels (Manager: Administration)

Mr. C Titus (Committee Clerk)

1. OPENING AND WELCOME

The Chairperson welcomed everyone present and requested thereafter Councillor C. Lottering to open the meeting with a prayer.

NOTED

2. CONSIDERATION OF APPLICATION FOR LEAVE OF ABSENCE, IF ANY (3/1/2/1)

Applications for leave of absence from the meeting were received from Councillors P. Heradien (ICOSA) and G. Laban (WA).

RESOLVED

that the applications for leave of absence from the meeting, received from Councillors P. Heradien (ICOSA) and G. Laban (WA), be approved and accepted.

3. RESERVED POWERS

3.1 Settling of Rand Merchant Bank (RMB) loan for Koekedouw Dam (16/2/1/1/1 & 5/4/R)

The following items refer:

- (a) Item 7.1.3 of the Executive Mayoral Committee meeting, held on 27 May 2019.
- (b) Item 8.1.3 of the Council meeting, held on 30 May 2019.
- (c) Item 7.1.2 of the Executive Mayoral Committee meeting, held on 29 July 2019.
- (d) Item 8.1.2 of the Council meeting, held on 31 July 2019.
- (e) Item 4.4 of the Special Executive Mayoral Committee meeting, held on 21 August 2019.
- (f) Item 4.4 of the Special Council meeting, held on 23 August 2019.

The following memorandum, dated 20 May 2019, was received from the Manager: Water and Sewerage:

"Purpose

The purpose of this report is to inform Council regarding the settling option of the Rand Merchant Bank loan which was taken up by KBR (Koekedouw Irrigation Board) for the construction of the Koekedouw Dam.

Background

The Koekedouw Dam was constructed in 1999 as a joint venture between Witzenberg Municipality and the Koekedouw Irrigation Board. Both parties to this venture incurred loans to pay for their share of the construction cost. The loan taken up by Witzenberg Municipality has been settled in 2017.

Currently KBR is still paying off on their loan and Witzenberg Municipality is part of this repayment agreement in terms of our allocation for Vredebes farm. See **annexure 3.1(a)**.

The KBR management has met with RMB in order to negotiate a new financing model in order to settle the loan and minimize cost. The new financing model agreed to between the parties, and approved by KBR, is attached as **annexure 3.1(b)**.

This new option entails the settling of the loan once-off in order to cut out huge interest on the loan. As can be seen on the attached spreadsheet if we stay with the old financing model, KBR will make a total repayment of R348 628 396 on the initial loan. Currently the outstanding amount is R54 687 042.00, but this amount will escalate to R78 944 608.00 before it starts to decrease and eventually be settled in 2044. With the new financing model total repayment will be R83 152 706.00 resulting in a total saving of R265 475 690.00.

Legal framework

Because Witzenberg Municipality is part of KBR in terms of our allocation for Vredebes, we are also liable for the repayment of our portion of the loan from Rand Merchant Bank.

Financial impact

With the new financing model we will have a huge saving on the repayment of the loan. In terms of the old financing model we will be responsible for repayment of R4 052 646.00 whereas with the new financing model we will make a once-off payment of R889 891.98 to settle the loan, resulting in a saving of R3 162 754.02."

The Municipal Manager gave a background with regard to the matter of settling the Rand Merchant Bank (RMB) loan for the Koekedouw Dam. Further investigation in terms of the agreement will be done. This matter only recently arose and the loan was done before the purchase of Vredebes. The water rights were part of the agreement.

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (a) that Council approves the new financing model option.
- (b) That Witzenberg Municipality settles their portion of the loan with a once-off payment.

The Executive Mayoral Committee resolved on 27 May 2019:

That the Executive Mayoral Committee recommends to Council:

that the matter in respect of the settling of the Rand Merchant Bank loan for the Koekedouw Dam be held in abeyance until the matter has been properly investigated.

Councillor BC Klaasen mentioned that the outstanding arrear amount is based on calculations made by the Koekedouw Irrigation Board and that further investigations are necessary.

Council unanimously resolved on 30 May 2019 that the matter in respect of the settling of the Rand Merchant Bank loan for the Koekedouw Dam be held in abeyance until the matter has been properly investigated.

Further report from Municipal Manager, dated 24 July 2019:

"Since the last Executive Mayoral Committee and council meetings Administration has attempted to obtain written agreements of Council's financial commitment towards the Koekedouw Irrigation Board. The Deed of Sale does not make mention of any such financial commitment towards the Board nor the Title Deed. The Title Deed reflects the water right that is registered and which is inherent to the farm. A meeting was requested with the Chairperson of the Irrigation Board, Mr Danie Goosen, which took place on 2 July 2019.

A summary of the meeting is contained in the email sent by Mr Goosen to the Municipal Manager's office, dated 2 July 2019 and is attached as annexure 3.1(c). In terms of the discussion the Koekedouw Irrigation Board took up a loan with the Rand Merchant Bank on behalf of its members. The accountability of the members was pro rata with the water rights of their respective farms. All the members at that time agreed to the conditions which was later on also accepted by the municipality when Vredebes was purchased. The Irrigation Board used to send an invoice to its members on a yearly basis, which included the municipality and in terms of which they then were obliged to settle. The municipality has been paying regularly on an annual basis since they acquired the farm. The invoice was normally divided into an operational and capital contribution. In terms of the Irrigation Board's members meeting resolution taken, the members accepted the settlement as previously outlined. On the date of the discussion all the members have paid their contribution of the settlement towards the Rand Merchant Bank loan except for the municipality. The Koekedouw Irrigation Board went ahead to pay on the municipality's behalf, because of their commitment and legal obligation and has requested that the municipality repays the amount to them. The crux of the discussion is that the liability of the municipality is coupled to the water rights inherent to the property.

The Municipal Manager informed the meeting that he had consulted with the Chairperson of the Koekedouw Irrigation Board, Mr Danie Goosen, regarding the matter. The explanation from the

Chairperson sounds acceptable, but he is awaiting documentation about the matter to submit to Council for consideration.

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (a) that Council approves the new financing model option.
- (b) that Witzenberg Municipality settles their portion of the loan with a once-off payment.

The Executive Mayoral Committee resolved on 29 July 2019:

That the Executive Mayoral Committee recommends to Council:

that the matter in respect of the Rand Merchant Bank (RMB) loan for the Koekedouw Irrigation Board be held in abeyance for further discussion by Council.

Council unanimously resolved on 31 July 2019 that the matter in respect of the Rand Merchant Bank (RMB) loan for the Koekedouw Irrigation Board be held in abeyance for further discussion by Council and to obtain more information.

The following documents are further attached:

- (a) Correspondence from Koekedouw Irrigation Board, dated 13 March 2019: **Annexure 3.1(d)**.
- (b) Letter from Grayston & Elliot, dated 13 March 2019: Annexure 3.1(e).

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (a) that Council approves the new financing model option.
- (b) That Witzenberg Municipality settles their portion of the loan with a once-off payment.

The Executive Mayoral Committee resolved on 21 August 2019:

That the Executive Mayoral Committee recommends to Council:

that the matter in respect of the Rand Merchant Bank (RMB) loan for the Koekedouw Dam be referred to the Municipal Public Accounts Committee for an investigation and further discussions with the Chairperson of the Koekedouw Irrigation Board and after that a recommendation be made to Council.

Council unanimously resolved on 23 August 2019 that the matter in respect of the Rand Merchant Bank (RMB) loan for the Koekedouw Dam be referred to the Municipal Public Accounts Committee for an investigation and further discussions with the Chairperson of the Koekedouw Irrigation Board and after that a recommendation be made to Council.

The Chairperson constitute the meeting that:

- (a) This is only a planning meeting in respect of Council's resolution taken on 23 August 2019: Item 4.4: with regard to an investigation and further discussions with the Chairperson of the Koekedouw Irrigation Board and after that a recommendation be made to Council.
- (b) To keep the members of the MPAC and Senior Management informed.
- (c) To sensitize every one of the sensitivity of the matter; and
- (d) To avoid that people from outside cross question the members and / or Senior Management in respect of the matter whilst the investigation is in process.

MODUS OPERANDI WITH REGARD TO THE INVESTIGATION

The Municipal Manager provided a background of the history of the matter and mentioned that his version is only secondary and based on hearsay. One of the role players at the time, and a member of MPAC, is Alderman J.W. Schuurman. Many others left the business or passed away. The municipality is a member of both the Koekedouwdam Irrigation Board (KBI) and the Koekedouwdam Management Board (KMB).

On request of the Chairperson the Municipal Manager explained who is the:

- (a) Koekedouwdam Management Board (KMB)
- (b) Koekedouwdam Irrigation Board (KIB) and
- (c) Rand Merchant Bank (RMB)

The Koekedouw Management Board is a sort of joint venture between the KIB and the former Ceres Municipality and was established in the time of Witzenberg Municipality. The parties agreed to build the Koekedouwdam and each party agreed to contribute to the building of the dam. The Ceres Municipality and the KIB agreed to take up a loan. The loan of the Ceres Municipality for the construction of dam was paid off by September 2017 with Development Bank of South Africa (DBSA).

The Koekedouw Irrigation Board take up a loan with the Koekedouw Management Board and structure their own payment. When the Koekedouw Irrigation Board concluded their agreement they did it on behalf of all its members. Their members have water rights in terms of the land they owned. The member's contribution was determined in terms of the water right they have.

When the loan was taken up it was done in the name of the Vredebes Farm with the consequence that when the municipality bought the Vredebes Farm they took over the liability, the asset and the watering right, because it is inherent to the property. In the sale agreement no mention was made of the water right. In terms of the title deed (P.8) it mention the watering right which is inherent to the property. In terms of Paragraph 3.4 it states that a servitude is registered and that water is subtract for the farm. Any other notorial deed will also be investigated.

The loan of the Witzenberg Municipality was in total redeemed but this is now the loan of Rand Merchant Bank. When the Municipality bought Vredebes Farm they have to contribute to the Koekedouw Irrigation Board. The annual payment was in terms of the loan and their portion of the operational cost. The municipality is still making a contribution for the operational running of the Koekedouwdam. It is now 41% and previously 59%. The other part is the part for the redemption of the loan.

The Koekedouw Irrigation Board went to Rand Merchant Bank to restructure the loan. Farms were sequestrated at the time partly due to the payment of the dam. The former Minister for Water Affairs got involved and paid for the Small Farmers and they pay only for the operational cost. With the

restructuring of the loan it was believe that it is the best model otherwise payments should be for another (ten) 10 years and it could double the amount which should be paid to Rand Merchant Bank. All members settle their loan with Rand Merchant Bank except the municipality. The KIB settled the amount that the Witzenberg Municipality should pay. The municipality did not pay because the matter was referred to the Municipal Public Accounts Committee. The Koekedouw Irrigation Board put a proposal on the table that instead the municipality pay the money and settle the amount. That the watering right be given to some of the Small Farmers. This is the current situation.

Municipal Manager conveyed that the Executive Mayor request for the documentation of the loan between the Koekedouw Irrigation Board and their members. At a meeting between the Municipal Manager and the Director: Technical Services with the Chairperson of the Koekedouw Irrigation Board it was learned that the Board will need time to find such documentation.

Director: Technical Services referred to the letter of the Koekedouw Irrigation Board which states that the municipality must pay R59 326-00 for 15ha of waterrights at Vredebes Farm. Municipal Manager is of the opinion that the letter is not sufficient documentation. There is currently no documentation of an agreement between the previous owner of Vredebes Farm and the Koekedouw Irrigation Board for this 15ha. This is the prove the Mayoral Committee wants to see.

There were two (2) accounts:

- Koekedouwdam Management Board (KMB)
- 2. Koekedouw Irrigation Board (KIB)

The Koekedouwdam Management Board run the dam and the Koekedouw Irrigation Board payment was for the Vredebes Farm and the 15ha summer water. The accounts were always received from the KIB. It was for pipelines of the dam.

When the farm was bought in 2002 Vredebes was zoned agricultural. Rezoning take place in 2014 / 2015 to build houses. With the purchase of the farm the water rights was also taken over.

Chairperson and Alderman J.W. Schuurman shared the opinion that the waterrights be ceded to the Small Farmers.

The Director: Technical Services will check on the yearly usage of water by the farmers, and determine if the 15ha of summer water of Vredebes was also used by the farmers. If so, whether it was with the consent of the municipality. The report will be submitted at the next meeting of MPAC.

Municipal Manager mentioned that the terms of the agreement can only be approved by the Department of Water Affairs. Water is an asset which need to go through the Supply Chain process. The Koekedouwdam Management Board and Koekedouwdam Irrigation Board are willing to attend a meeting with the Municipal Public Accounts Committee.

NEXT MEETING

The next meeting of Municipal Public Accounts Committee will be held on Monday, 28 October 2019 in the Council Chambers, Municipal Offices, Ceres at 14h00.

RESOLVED

- (a) that the Municipal Public Accounts Committee will meet with KMB and KIB on Monday, 28 October 2019 at 14h00 in the Council Chambers, Municipal Offices, Ceres.
- (b) that the Director: Technical Services draft a presentation / report with the recommendation to take the matter forward.
- (c) that the matter after the meeting supra (a) that Municipal Public Accounts Committee make a recommendation to Council.

9. ADJOURNMENT

The meeting adjourned at 16h10.

Approved on	
MD JACOBS	
CHAIRPERSON / VOORSITTER	

/wr

MINUTES OF THE MEETING OF THE MUNICIPAL PUBLIC ACCOUNTS COMMITTEE OF WITZENBERG MUNICIPALITY HELD IN THE COUNCIL CHAMBERS, MUNICIPAL OFFICES, 50 VOORTREKKER STREET, CERES ON MONDAY, 28 OCTOBER 2019 AT 14:00

PRESENT

Councillors

M. Jacobs (Chairperson) Alderman J.W. Schuurman C. Lottering

Officials

G. Laban

Mr. D. Nasson (Municipal Manager)

Mr J Barnard (Director: Technical Services) Mr. A Raubenheimer (Acting Director: Finance)

Mr. M Mpeluza (Director: Corporate Services)

Mr. G. Louw (Head: Internal Auditor)
Mr. C. Wessels (Manager: Administration)

Mr. C Titus (Committee Clerk)

1. OPENING AND WELCOME

The Chairperson welcomed everyone present and requested Councillor C. Lottering to open the meeting with a prayer.

NOTED

2. CONSIDERATION OF APPLICATION FOR LEAVE OF ABSENCE, IF ANY (3/1/2/1)

An apology for absence from the meeting was received from the Senior Internal Auditor.

RESOLVED

that notice be taken of the apology for absence from the meeting, received from the Senior Internal Auditor and be accepted.

3. DELEGATED POWERS

None

NOTED

4. RESERVED POWERS

4.1 Settling of Rand Merchant Bank (RMB) loan for Koekedouw Dam (16/2/1/1/1 & 5/4/R)

The following items refer:

- (a) Item 7.1.3 of the Executive Mayoral Committee meeting, held on 27 May 2019.
- (b) Item 8.1.3 of the Council meeting, held on 30 May 2019.
- (c) Item 7.1.2 of the Executive Mayoral Committee meeting, held on 29 July 2019.
- (d) Item 8.1.2 of the Council meeting, held on 31 July 2019.
- (e) Item 4.4 of the Special Executive Mayoral Committee meeting, held on 21 August 2019.
- (f) Item 4.4 of the Special Council meeting, held on 23 August 2019.
- (g) Item 3.1 of the Special Municipal Public Accounts Committee meeting, held on 21 October 2019.

The following memorandum, dated 20 May 2019, was received from the Manager: Water and Sewerage:

"Purpose

The purpose of this report is to inform Council regarding the settling option of the Rand Merchant Bank loan which was taken up by KBR (Koekedouw Irrigation Board) for the construction of the Koekedouw Dam.

Background

The Koekedouw Dam was constructed in 1999 as a joint venture between Witzenberg Municipality and the Koekedouw Irrigation Board. Both parties to this venture incurred loans to pay for their share of the construction cost. The loan taken up by Witzenberg Municipality has been settled in 2017.

Currently KBR is still paying off on their loan and Witzenberg Municipality is part of this repayment agreement in terms of our allocation for Vredebes farm. See **annexure 4.1(a)**.

The KBR management has met with RMB in order to negotiate a new financing model in order to settle the loan and minimize cost. The new financing model agreed to between the parties, and approved by KBR, is attached as **annexure 4.1(b)**.

This new option entails the settling of the loan once-off in order to cut out huge interest on the loan. As can be seen on the attached spreadsheet if we stay with the old financing model, KBR will make a total repayment of R348 628 396 on the initial loan. Currently the outstanding amount is R54 687 042.00, but this amount will escalate to R78 944 608.00 before it starts to decrease and eventually be settled in 2044. With the new financing model total repayment will be R83 152 706.00 resulting in a total saving of R265 475 690.00.

Legal framework

Because Witzenberg Municipality is part of KBR in terms of our allocation for Vredebes, we are also liable for the repayment of our portion of the loan from Rand Merchant Bank.

Financial impact

With the new financing model we will have a huge saving on the repayment of the loan. In terms of the old financing model we will be responsible for repayment of R4 052 646.00 whereas with the new financing model we will make a once-off payment of R889 891.98 to settle the loan, resulting in a saving of R3 162 754.02."

The Municipal Manager gave a background with regard to the matter of settling the Rand Merchant Bank (RMB) loan for the Koekedouw Dam. Further investigation in terms of the agreement will be done. This matter only recently arose and the loan was done before the purchase of Vredebes. The water rights were part of the agreement.

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (a) that Council approves the new financing model option.
- (b) That Witzenberg Municipality settles their portion of the loan with a once-off payment.

The Executive Mayoral Committee resolved on 27 May 2019:

That the Executive Mayoral Committee recommends to Council:

that the matter in respect of the settling of the Rand Merchant Bank loan for the Koekedouw Dam be held in abeyance until the matter has been properly investigated.

Councillor BC Klaasen mentioned that the outstanding arrear amount is based on calculations made by the Koekedouw Irrigation Board and that further investigations are necessary.

Council unanimously resolved on 30 May 2019 that the matter in respect of the settling of the Rand Merchant Bank loan for the Koekedouw Dam be held in abeyance until the matter has been properly investigated.

Further report from Municipal Manager, dated 24 July 2019:

"Since the last Executive Mayoral Committee and council meetings Administration has attempted to obtain written agreements of Council's financial commitment towards the Koekedouw Irrigation Board. The Deed of Sale does not make mention of any such financial commitment towards the Board nor the Title Deed. The Title Deed reflects the water right that is registered and which is inherent to the farm. A meeting was requested with the Chairperson of the Irrigation Board, Mr Danie Goosen, which took place on 2 July 2019.

A summary of the meeting is contained in the email sent by Mr Goosen to the Municipal Manager's office, dated 2 July 2019 and is attached as **annexure 4.1(c)**. In terms of the discussion the Koekedouw Irrigation Board took up a loan with the Rand Merchant Bank on behalf of its members. The accountability of the members was pro rata with the water rights of their respective farms. All the members at that time agreed to the conditions which was later on also accepted by the municipality when Vredebes was purchased. The Irrigation Board used to send an invoice to its members on a yearly basis, which included the municipality and in terms of which they then were obliged to settle. The

municipality has been paying regularly on an annual basis since they acquired the farm. The invoice was normally divided into an operational and capital contribution. In terms of the Irrigation Board's members meeting resolution taken, the members accepted the settlement as previously outlined. On the date of the discussion all the members have paid their contribution of the settlement towards the Rand Merchant Bank loan except for the municipality. The Koekedouw Irrigation Board went ahead to pay on the municipality's behalf, because of their commitment and legal obligation and has requested that the municipality repays the amount to them. The crux of the discussion is that the liability of the municipality is coupled to the water rights inherent to the property.

The Municipal Manager informed the meeting that he had consulted with the Chairperson of the Koekedouw Irrigation Board, Mr Danie Goosen, regarding the matter. The explanation from the Chairperson sounds acceptable, but he is awaiting documentation about the matter to submit to Council for consideration.

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (a) that Council approves the new financing model option.
- (b) that Witzenberg Municipality settles their portion of the loan with a once-off payment.

The Executive Mayoral Committee resolved on 29 July 2019:

That the Executive Mayoral Committee recommends to Council:

that the matter in respect of the Rand Merchant Bank (RMB) loan for the Koekedouw Irrigation Board be held in abeyance for further discussion by Council.

Council unanimously resolved on 31 July 2019 that the matter in respect of the Rand Merchant Bank (RMB) loan for the Koekedouw Irrigation Board be held in abeyance for further discussion by Council and to obtain more information.

The following documents are further attached:

- (a) Correspondence from Koekedouw Irrigation Board, dated 13 March 2019: **Annexure 4.1(d)**.
- (b) Letter from Grayston & Elliot, dated 13 March 2019: **Annexure 4.1(e)**.

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (a) that Council approves the new financing model option.
- (b) That Witzenberg Municipality settles their portion of the loan with a once-off payment.

The Executive Mayoral Committee resolved on 21 August 2019:

That the Executive Mayoral Committee recommends to Council:

that the matter in respect of the Rand Merchant Bank (RMB) loan for the Koekedouw Dam be referred to the Municipal Public Accounts Committee for an investigation and further discussions with the Chairperson of the Koekedouw Irrigation Board and after that a recommendation be made to Council.

Council unanimously resolved on 23 August 2019 that the matter in respect of the Rand Merchant Bank (RMB) loan for the Koekedouw Dam be referred to the Municipal Public Accounts Committee for an investigation and further discussions with the Chairperson of the Koekedouw Irrigation Board and after that a recommendation be made to Council.

The Municipal Public Accounts Committee resolved on 21 October 2019:

- that the Municipal Public Accounts Committee will meet with KMB and KIB on Monday, 28 October 2019 at 14h00 in the Council Chambers, Municipal Offices, Ceres.
- (b) that the Director: Technical Services draft a presentation / report with the recommendation to take the matter forward.
- (c) that the matter after the meeting supra (a) that Municipal Public Accounts Committee make a recommendation to Council.

The following documents are attached:

- (i) Summary of the discussions at the meeting of 21 October 2019, received from the Director: Technical Services: **Annexure 4.1(f)**.
- (ii) Constitution of Koekedouw Irrigation Board: **Annexure 4.1(g)**.
- (iii) Agreement between the Municipality and Koekedouw Irrigation Board (*Water vir Ceres*): Annexure 4.1(h).

The Committee requested that the Acting Chief Financial Officer do a breakdown of the different payments in respect of the Koekedouwdam as well as the final payment and same at the next Municipal Public Accounts Committee (MPAC) meeting.

RESOLVED

that the Acting Chief Financial Officer compile a breakdown of all municipal payments in terms of the Koekedouwdam and submit same at the next Municipal Public Accounts Committee (MPAC) meeting.

5. NEXT MEETING

That the next meeting be held in the Council Chambers, Municipal Offices, 50 Voortrekker Street, Ceres on 4 November 2019 at 14h00.

O. ADJUUKNINENI	6.	ADJOURNMENT
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The meeting adjourned at 14h10.

Approved on _____

MD JACOBS CHAIRPERSON / VOORSITTER

/wr

MINUTES OF THE SPECIAL MEETING OF THE MUNICIPAL PUBLIC ACCOUNTS COMMITTEE (MPAC) OF WITZENBERG MUNICIPALITY HELD IN THE COUNCIL CHAMBERS, MUNICIPAL OFFICES, 50 VOORTREKKER STREET, CERES ON MONDAY, 4 NOVEMBER 2019 AT 14:00.

PRESENT

Councillors on the Committee

M. Jacobs (Chairperson) Alderman J. Schuurman

C. Lottering

G. Laban

P. Heradien

Other Councillors not on the Committee

Alderman H Smit

Officials

Mr D. Nasson (Municipal Manager)

Mr A. Raubenheimer (Acting Director: Finance)

Mr J. Barnard (Director: Technical Services)

Mr M. Mpeluza (Director: Corporate Services)

Mr G. Louw (Head: Internal Auditor)

Ms S. Hendricks (Senior Internal Auditor)

Mr J. Swanepoel (Manager: Projects and Performance)

Mr C. Wessels (Manager: Administration)

Mr C. Titus (Committee Clerk)

Other

Mr D. Goosen (Koekedouw Irrigation Board)

Mr P. du Plessis (Koekedouw Irrigation Board)

Mr H. Conradi (Koekedouw Irrigation Board)

1. OPENING AND WELCOME

The Chairperson welcomed everyone present and requested thereafter Councillor P. Heradien to open the meeting with a prayer.

NOTED

2. CONSIDERATION OF APPLICATION FOR LEAVE OF ABSENCE, IF ANY (3/1/2/1)

None

NOTED

3. MINUTES

3.1 Approval of minutes (03/1/2/3)

The following documents are attached:

- (a) The minutes of the Municipal Public Accounts Committee, held on 20 August 2019: **Annexure 3.1(a)**.
- (b) The minutes of the Special meeting of the Municipal Public Accounts Committee, held on 21 October 2019: **Annexure 3.1(b).**

RESOLVED

- (a) that the minutes of the Municipal Public Accounts Committee, held on 20 August 2019, be approved and signed by the chairperson.
- (b) that the minutes of the Municipal Public Accounts Committee meeting, held on 21 October 2019, be approved and signed by the chairperson.

3.2 Matters from the minutes	3.2	Matters	from	the	minutes
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None

NOTED

4. STATEMENTS, ANNOUNCEMENTS OR MATTERS RAISED BY THE CHAIRPERSON

None

NOTED

5. INTERVIEWS WITH DELEGATIONS

None

NOTED

6. DELEGATED POWERS

None

NOTED

7. RESERVED POWERS

7.1 Quarterly Budget Statement [Section 52(d)] Report: 1st Quarter of 2019/2020 (1 July 2019 until 30 September 2019) (9/1/2/2)

The Quarterly Budget Statement (Section 52(d) Report for the period 1 July 2019 to 30 September 2019, received from the Acting Director: Finance, is attached as **annexure 7.1.**

The budget of the municipality must contain measurable performance objectives for revenue from each source and for each vote in the budget, taking into account the IDP [MFMA s17(3)(b)]. The accounting officer must include these objectives in the annual report and report on performance accordingly.

Frequency: Quarterly

The Municipal Public Accounts Committee (MPAC) consider the section 52(d) report for the period 1 July 2019 until 30 September 2019 and highlighted the following matters:

- The cash flow of the municipality is in order.
- That the investment amount stand on R96 million.
- That there is no major financial issues to report on.
- That the performance has met the expectations of Council and the community.
- That there is unspent capital on housing.
- That beneficiaries for houses at Vredebes will move in by end of November 2019.
- That rental stock will also be transferred.
- That the objectives (targets) of the municipality has been met.
- That the Cost Containment Regulations impacted negatively on the capital expenditure.
- That debt collection is a major concern.
- That the maintenance budget is high due to vandalism. The insurance refuse to pay.
- The Municipal Public Accounts Committee requested a report in terms of spending on vandalism.

RESOLVED

- (a) that the Acting Chief Financial Officer submit a report in terms of spending due to vandalism.
- (b) To recommend to the Executive Mayoral Committee and Council:

that notice is taken, after consideration, of the Section 52(d) Report of the 1st Quarter for 2019/2020 and same be approved and accepted.

7.2 Settling of Rand Merchant Bank (RMB) loan for Koekedouw Dam (16/2/1/1/1 & 5/4/R)

The following items refer:

- (a) Item 7.1.3 of the Executive Mayoral Committee meeting, held on 27 May 2019.
- (b) Item 8.1.3 of the Council meeting, held on 30 May 2019.
- (c) Item 7.1.2 of the Executive Mayoral Committee meeting, held on 29 July 2019.
- (d) Item 8.1.2 of the Council meeting, held on 31 July 2019.
- (e) Item 4.4 of the Special Executive Mayoral Committee meeting, held on 21 August 2019.
- (f) Item 4.4 of the Special Council meeting, held on 23 August 2019.
- (g) Item 3.1 of the Special Municipal Public Accounts Committee meeting, held on 21 October 2019.

The following memorandum, dated 20 May 2019, was received from the Manager: Water and Sewerage:

"Purpose

The purpose of this report is to inform Council regarding the settling option of the Rand Merchant Bank loan which was taken up by KBR (Koekedouw Irrigation Board) for the construction of the Koekedouw Dam.

Background

The Koekedouw Dam was constructed in 1999 as a joint venture between Witzenberg Municipality and the Koekedouw Irrigation Board. Both parties to this venture incurred loans to pay for their share of the construction cost. The loan taken up by Witzenberg Municipality has been settled in 2017.

Currently KBR is still paying off on their loan and Witzenberg Municipality is part of this repayment agreement in terms of our allocation for Vredebes farm. See **annexure 7.2(a)**.

The KBR management has met with RMB in order to negotiate a new financing model in order to settle the loan and minimize cost. The new financing model agreed to between the parties, and approved by KBR, is attached as **annexure 7.2(b)**.

This new option entails the settling of the loan once-off in order to cut out huge interest on the loan. As can be seen on the attached spreadsheet if we stay with the old financing model, KBR will make a total repayment of R348 628 396 on the initial loan. Currently the outstanding amount is R54 687 042.00, but this amount will escalate to R78 944 608.00 before it starts to decrease and eventually be settled in 2044. With the new financing model total repayment will be R83 152 706.00 resulting in a total saving of R265 475 690.00.

Legal framework

Because Witzenberg Municipality is part of KBR in terms of our allocation for Vredebes, we are also liable for the repayment of our portion of the loan from Rand Merchant Bank.

Financial impact

With the new financing model we will have a huge saving on the repayment of the loan. In terms of the old financing model we will be responsible for repayment of R4 052 646.00 whereas with the new financing model we will make a once-off payment of R889 891.98 to settle the loan, resulting in a saving of R3 162 754.02."

The Municipal Manager gave a background with regard to the matter of settling the Rand Merchant Bank (RMB) loan for the Koekedouw Dam. Further investigation in terms of the agreement will be done. This matter only recently arose and the loan was done before the purchase of Vredebes. The water rights were part of the agreement.

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (a) that Council approves the new financing model option.
- (b) That Witzenberg Municipality settles their portion of the loan with a once-off payment.

The Executive Mayoral Committee resolved on 27 May 2019:

That the Executive Mayoral Committee recommends to Council:

that the matter in respect of the settling of the Rand Merchant Bank loan for the Koekedouw Dam be held in abeyance until the matter has been properly investigated.

Councillor BC Klaasen mentioned that the outstanding arrear amount is based on calculations made by the Koekedouw Irrigation Board and that further investigations are necessary.

Council unanimously resolved on 30 May 2019 that the matter in respect of the settling of the Rand Merchant Bank loan for the Koekedouw Dam be held in abeyance until the matter has been properly investigated.

Further report from Municipal Manager, dated 24 July 2019:

"Since the last Executive Mayoral Committee and council meetings Administration has attempted to obtain written agreements of Council's financial commitment towards the Koekedouw Irrigation Board. The Deed of Sale does not make mention of any such financial commitment towards the Board nor the Title Deed. The Title Deed reflects the water right that is registered and which is inherent to the farm. A meeting was requested with the Chairperson of the Irrigation Board, Mr Danie Goosen, which took place on 2 July 2019.

A summary of the meeting is contained in the email sent by Mr Goosen to the Municipal Manager's office, dated 2 July 2019 and is attached as annexure 7.2(c). In terms of the discussion the Koekedouw Irrigation Board took up a loan with the Rand Merchant Bank on behalf of its members. The accountability of the members was pro rata with the water rights of their respective farms. All the members at that time agreed to the conditions which was later on also accepted by the municipality when Vredebes was purchased. The Irrigation Board used to send an invoice to its members on a yearly basis, which included the municipality and in terms of which they then were obliged to settle. The municipality has been paying regularly on an annual basis since they acquired the farm. The invoice was normally divided into an operational and capital contribution. In terms of the Irrigation Board's members meeting resolution taken, the members accepted the settlement as previously outlined. On the date of the discussion all the members have paid their contribution of the settlement towards the

Rand Merchant Bank loan except for the municipality. The Koekedouw Irrigation Board went ahead to pay on the municipality's behalf, because of their commitment and legal obligation and has requested that the municipality repays the amount to them. The crux of the discussion is that the liability of the municipality is coupled to the water rights inherent to the property.

The Municipal Manager informed the meeting that he had consulted with the Chairperson of the Koekedouw Irrigation Board, Mr Danie Goosen, regarding the matter. The explanation from the Chairperson sounds acceptable, but he is awaiting documentation about the matter to submit to Council for consideration.

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (a) that Council approves the new financing model option.
- (b) that Witzenberg Municipality settles their portion of the loan with a once-off payment.

The Executive Mayoral Committee resolved on 29 July 2019:

That the Executive Mayoral Committee recommends to Council:

that the matter in respect of the Rand Merchant Bank (RMB) loan for the Koekedouw Irrigation Board be held in abeyance for further discussion by Council.

Council unanimously resolved on 31 July 2019 that the matter in respect of the Rand Merchant Bank (RMB) loan for the Koekedouw Irrigation Board be held in abeyance for further discussion by Council and to obtain more information.

The following documents are further attached:

- (a) Correspondence from Koekedouw Irrigation Board, dated 13 March 2019: **Annexure 7.2(d)**.
- (b) Letter from Grayston & Elliot, dated 13 March 2019: Annexure 7.2(e).

The following recommendation was tabled to the Executive Mayoral Committee:

That the Executive Mayoral Committee recommends to Council:

- (a) that Council approves the new financing model option.
- (b) That Witzenberg Municipality settles their portion of the loan with a once-off payment.

The Executive Mayoral Committee resolved on 21 August 2019:

That the Executive Mayoral Committee recommends to Council:

that the matter in respect of the Rand Merchant Bank (RMB) loan for the Koekedouw Dam be referred to the Municipal Public Accounts Committee for an investigation and further discussions with the Chairperson of the Koekedouw Irrigation Board and after that a recommendation be made to Council.

Council unanimously resolved on 23 August 2019 that the matter in respect of the Rand Merchant Bank (RMB) loan for the Koekedouw Dam be referred to the Municipal Public Accounts Committee for an investigation and further discussions with the Chairperson of the Koekedouw Irrigation Board and after that a recommendation be made to Council.

The Municipal Public Accounts Committee resolved on 21 October 2019:

- (a) that the Municipal Public Accounts Committee will meet with KMB and KIB on Monday, 28 October 2019 at 14h00 in the Council Chambers, Municipal Offices, Ceres.
- (b) that the Director: Technical Services draft a presentation / report with the recommendation to take the matter forward.
- (c) that the matter after the meeting supra (a) that Municipal Public Accounts Committee make a recommendation to Council.

The following documents are attached:

- (i) Summary of the discussions at the meeting of 21 October 2019, received from the Director: Technical Services: **Annexure 7.2(f)**.
- (ii) Constitution of Koekedouw Irrigation Board: Annexure 7.2(g).
- (iii) Agreement between the Municipality and Koekedouw Irrigation Board (*Water vir Ceres*): Annexure 7.2(h).
- (iv) Dam settlement: Annexure 7.2(i).
- (v) Payment to Koekedouw Bestuursmaatskappy and Ceres Koekedouw Bestuurskomitee: Annexure 7.2(j).

Mr. D. Goosen, Chairperson of the Koekedouw Irrigation Board, explained the operations of the water rights and how the Farm Vredebes is affected by the irrigation system. The explanation included the loan option the Koekedouw Irrigation Board followed and the involvement of the various farmers and the repayment of their own loans. The representatives of the municipality were present at all meetings. By June 2019 all monies were paid except the part of the Witzenberg Municipality. The Koekedouw Irrigation Board paid the outstanding monies of the municipality in order to adhere to the agreement.

The Koekedouw Irrigation Board propose to the municipality that the emerging farmers need summer water and wish to take over the water from the municipality. The necessary documentation will be completed in order to ensure that the municipality get rid of the debt legally. The modus will benefit both the municipality and the Koekedouw Irrigation Board.

The Municipal Public Accounts Committee (MPAC) caucused from 14:55 until 15:05.

RESOLVED

that Municipal Public Accounts Committee will draft a report in respect of Council's instruction to investigate the settling of the Rand Merchant bank (RMB) loan for the Koekedouw dam and submit thereafter a recommendation to Council.

8.	ADJOURNMENT		
	The meeting adjourned at 15:30.		
Approve	ved on		
MD JA	COBS		
	PERSON		
lwr			

REPORT BY MUNICIPAL PUBLIC ACCOUNTS COMMITTEE (MPAC) IN RESPECT OF COUNCIL RESOLUTION 4.4 OF 23 AUGUST 2019

Background:

The Koekedouw Irrigation Board informed the Municipality of the restructuring of their loan account with Rand Merchant Bank and requested the Municipality to make a once off payment that will redeem the Board of its financial loan obligations towards Rand Merchant Bank. The matter was tabled before Council and it was resolved to refer the matter to the MPAC Committee to investigate whether there is any obligation on Council to make payment and to further make any recommendations to Council for consideration.

Legal Mandate

The MPAC Committee was established in terms of section 79 of the Municipal Structures Act, Act 117 of 1998. The Municipal Council, as the supreme authority of the Witzenberg Municipality, requested MPAC to investigate and have discussions with the Koekedouw Irrigation Board on whether there is a legal obligation on Council to make any payment towards the loan taken up with Rand Merchant Bank.

Process of MPAC

1. First Meeting: 21 October 2019

- 1.1 The Committee met on the 21st October 2019 for an internal discussion of all documentation and to plan the way forward.
- 1.2 A copy of the Title Deed, correspondence from the Koekedouw Irrigation Board to the Municipality, and an email of the chairperson of the Irrigation Board, Mr. Danie Goosen as well an Opinion of Grayston and Elliot was presented to the Committee for discussion.
- 1.3 The Municipal Manager addressed the Committee to give background on the loan agreement as well as explaining the difference between Koekedouw Management Ward and the Koekedouw Irrigation Board.
- 1.4 The meeting unanimously resolved to postpone the meeting to the 28th October 2019 and requested that copies of the constitution of the Koekedouw Irrigation Board and the Koekedouw Management Board be obtained and presented to the Committee. The Director Technical Services was requested to present proof of the Notarial Deed confirming the Water Rights of Vredebes farm.

2. Second Meeting: 28 October 2019

- 2.1 All the documentation was perused and examined at the Meeting.
- 2.2 The Municipal Manager confirmed that there was no formal agreement in the records of the Municipality between either Vredebes farm and or the Municipality with the Koekedouw Irrigation Board.

- 2.3 It is confirmed by the Committee that there is a clear distinction between the Koekedouw Management Board and the Koekedouw Irrigation Board.
- 2.4 The Committee also clarified that the loan that was redeemed with Development Bank of South Africa was for the Municipality's own financial obligations towards the construction of the Koekedouw Dam.
- 2.5 The Koekedouw Management Committee manages the operation side of the Koekedouw Dam and compiles its own budget to which both the Municipality and the Irrigation Board are compelled to contribute.
- 2.6 The loan amount referred to by the Irrigation Board, which is due to Rand Merchants Bank is as a result of the Municipality acquiring (purchasing) the Vredebes farm.
- 2.7 The Committee resolved to postpone the further investigation until the 04th November 2019 with the specific purpose of calling members of the Irrigation Board as well as the Koekedouw Management Board to address the Committee. The CFO was also requested to submit a report on all payments made to the Irrigation Board.

3. Third Meeting: 4th November 2019

- 3.1 The current chairperson of the Koekedouw Irrigation Board, Mr Danie Goosen as well as two other members namely Messrs du Plessis and Conradie attended the meeting. Alderman Smith the Municipal representative on the Management Board also attended the meeting.
- 3.2 Mr Goosen confirmed the correspondence send to the Municipality of the restructuring of the Irrigation Board's loan obligations towards Rand Merchants Bank. Mr Goosen reiterated that the agreement was restructured because of the unfavourable long term financial implications for the members of the Board.
- 3.3 Mr Goosen further confirm that he was not involved during any discussion when the Municipality acquired ownership of the Vredebes farm. Mr Goosen could also not produce any documentation which the Municipality has signed confirming their responsibility and liability of the loan.
- 3.4 All the members of the Board's obligations are connected to their water rights which in turn is inherently vested in the ownership of the land. The financial obligations is shared on a pro rata basis according to the registered hectares of water and are approved by the Department of Water Affairs.
- 3.5 The Witzenberg Municipality's obligation is derived from the 15 hectares of water and which is part of the Notarial Deed and registered against the Title Deed.
- 3.6 Mr Goosen informed the Committee that all the members, with the exception of Witzenberg Municipality have redeemed their loans with Rand Merchants Bank. The Irrigation Board took a decision to pay on behalf of the Municipality because it was part of the agreement that the full loan be redeemed.

- 3.7 The Board initially requested the repayment made on behalf of Witzenberg Municipality but has since then requested a trade off the Water Rights in favour of their black farmers for the payment made. The amount that is due by the Municipality is R889 891, 98.
- 3.8 There were no major points of dispute and only clarification issues.
- 3.9 The delegation of the Irrigation Board was excused whereafter the Committee deliberated on the evidence presented.

4. Minutes

The Minutes of all three meetings are attached to this report.

5. Recommendation

The Committee unanimously resolved to recommend to Council:

- a) Although no evidence of any agreement could be presented confirming Council's financial obligation to the Board that it be accepted that there was indeed a financial commitment by Council to the Irrigation Board.
- b) Previous payment made by the Finance Department confirms the financial obligation.
- c) That there is nothing in the conduct of any Party from which it can be deducted that payments made were fruitless, wasteful and or unauthorized nor that it be irregular.
- d) In terms of Council's mandate that it will not be wrong to make payment in the amount of R889 891, 98 as a full and final settlement for the outstanding loan obligation to the Board.
- e) That the Irrigation Board's proposal that the Water Rights be reallocated to black farmers be considered as a favourable solution for a potential problem between the Council and the Irrigation Board.

SIGNED BY ALL THE MEMBERS OF THE COMMITTEE

Councillor MD Jacobs

Alderman J Schuurman

Councillor P Heradien

Councillor C Lottering

Councillor Glaban



<u>MEMORANDUM</u>

To: Director: Technical Services

Technical Committee

From: Senior Manager: Electro-technical Services

Date: 2019/09/11 Ref: Policies

APPROVAL OF METHODOLOGY, ALLOWABLE LIMIT AND MOTIVATION OF REFIT TARIFF-SMALL SCALE EMBEDDED GENERATION [SSEG] POLICY

Purpose

To obtain approval from Council to adopt a more relevant determination methodology, the percentage allowable renewable energy to be installed in each town by Council, as well as the motivation of a REFIT tariff in the new financial year.

Background

Council approved the "Approval of Energy Plan (Small Scale Embedded Generation" (16/3/P – 31 October 2018) as a measure to control the numerous applications at the time. This policy has proven its worth as far as potential applicants are concerned with regard to requirements and procedures.

There are however two issues that will have to be addressed, namely the implementation of a REFIT tariff (Renewable Energy Feed in Tariff) and method to determine the maximum allowable Renewable Energy that can be installed in each town.

The current status is that Council does not have a REFIT tariff and the current limit is 15% of the NMD of each town, measured in kVA.

Discussion

Starting with the methodology of determining the *allowable limit*.

Although a percentage of the NMD was an initial measurement, the fact is that NMD is measured in kVA and Solar Panels are measured in kWp, this has proven somewhat impractical. The more appropriate method would be to use a kWh generated/annum limit as compared to Councils total kWh purchases from Eskom per annum.

Ceres is geographically placed such that with the available Solar Radiation energy, a 1kWp solar panel can generate in the order of 1680kWh of energy per year, under actual circumstances.

Considering that the current 15% (kVA based) Ceres limit has been reached, which is currently 5 600 kWp, this equates to 5 600 kWp x 1 680 kWh/kWp = 9 408 000kwh that can be generated by the installed panels under in a year.



During the 18/19 financial year, a total of 162 968 602 kWh was purchased from Eskom. The ratio of Eskom purchased to installed panels generated (above) is 9 408 000 kWh / 162 968 602 kWh which is 5,77%.

Thus the old impractical kVA based 15% method is in reality equivalent to 5,77% kWh based methodology which is far more appropriate.

The Western Cape Provincial Gazette (6792 of 20 September 2010) – White Paper on Sustainable Energy for the WC Province – sets a provincial target for energy efficiency improvement of 15% by 2014. This is where the original interim 15% limit was obtained, albeit being inaccurately applied to the kVA instead of the kWh.

At this point it should be mentioned that no other Councils with SSEG policies have a limitation.

It is therefore proposed that Council resolve to accept the change of model from the kVA to the kWh based methodology and further, going forward, that the Municipal Manager, in collaboration with the Director Technical Services and Chief Financial Officer, be mandated to adjust on this percentage as the situation dictates.

Below is Ceres approved applications in the new and old format, as an example

INSTALLED SSEG - WITZENBERG CERES					
Date	Town	Applicant Name	SSEG kW installed	kWh generated/annum	Installer details
18 - 2 - 2016	Ceres	OAST Farming (Loxtonia)	100	168 000	van Wyk Elektries, Malmesbury
02 - 11 - 2017	Ceres	De Keur	70	117 600	African Technical Innovations, Ceres
2-12-2017	Ceres	Bloubos Gat - Nico Bester	25	42 000	African Technical Innovations, Ceres
27 - 1 - 2017	Ceres	CFP	100	168 000	African Technical Innovations, Ceres
3 - 2 -2016	Ceres	CCS	400	672 000	African Technical Innovations, Ceres
20 - 4 - 2018	Ceres	Boland Stud - Eugene Freeman	25	42 000	African Technical Innovations, Ceres
25 - 7 - 2017	Ceres	Netcare	50	84 000	Energyneering, Midrand
Oct-13	Ceres	CFG	986	1 656 480	African Technical Innovations, Ceres
Jan-13	Ceres	CCS	508	853 440	African Technical Innovations, Ceres
Des 2012	Ceres	Kobus Engelbrecht	10	16 800	African Technical Innovations, Ceres
Mrt 2013	Ceres	Francis Matthee	5	8 400	African Technical Innovations, Ceres
Aug-15	Ceres	Anton reinecke	3	5 040	African Technical Innovations, Ceres
Sep-12	Ceres	Pieter du Doit	17	28 829	African Technical Innovations, Ceres
Mar-18	Ceres	Elrio	179	300 720	Emergy
Sep-12	Ezelfontein	Steven Versveld	17	28 560	African Technical Innovations, Ceres
20-Sep-18	Ceres	De Keur	75	126 000	African Technical Innovations, Ceres
05-Dec-18	Ceres	De Keur Sentrum (PnP)	280	470 400	RenEnergy
Jun-17	Ceres	Bella Frutta	200	336 000	African Technical Innovations, Ceres
20 - 12 - 2018	Ceres	CFP	500	840 000	RenEnergy
Jan-19	Ceres	CFG	1 500	2 520 000	Unknown
May-19	Ceres	du Toit vrugte	550	924 000	Energy partners
		TOTAL kW installed	5 600	9 408 269	TOTAL kWh generated
		Ceres NMD	36 500	162 968 602	Annual Eskom kWh purchases
		% kW installed vs KVA	15%	5.77%	% kWh capacity installed vs Eskom purchases



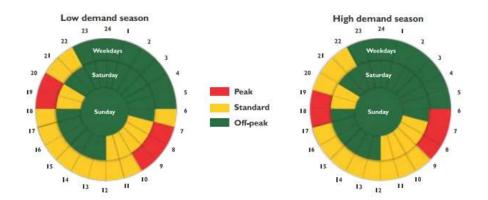
The case for implementing a REFIT tariff (Renewable Energy Feed-In Tariff)

Although the initial reaction is 'why should we compensate a consumer for feeding into the network', once we look at the numbers, it actually makes sense.

Currently we are paying Eskom the following for a kWh: -

Peak R 1,34 (Low Season) R 4,11 (June – August High Season) [Outside realistic solar generation times] Standard R 0,92 (Low Season) R 1,24 (June – August High Season)

Off-Peak R 0,58 (Low Season) R0,67 (June – August High Season) [Outside realistic solar generation times]



It makes sense to buy kWh energy from the cheapest supplier. If Witzenberg had a REFIT tariff of say R 0,68, then for every unit 'bought' from a consumer, rather than Eskom is a 'saving' of R 0,92 - R 0,68 = R 0,24 per unit, worst case scenario. Bearing in mind that Eskom's peak season of June - August actually corresponds to our Witzenberg low season, it is reasonable to assume that this is the period during which consumers with solar panels will most likely have most excess energy available to feedback into the network. Here the 'profit' per unit for Witzenberg is an even more lucrative R 1,24 - R 0,68 = R 0,56 per unit.

Should Witzenberg not implement a REFIT tariff there is no motivation for consumers to actually feed back into the network. The reality is, that the simple flipping of a switch on the consumer's inverter determines whether or not energy is allowed to feed-back (blocking). Informally some consumers are already blocking feedback on principle because they are not being compensated.

Another very important issue to consider when it comes to the escalating costs of electricity for consumers, is that they may 'Grid Defect'. Grid defection is when a consumer goes off grid *totally* and no longer requires an electrical connection from Council, thereby depriving Council of all electricity income whatsoever. This will require the installation of 'storage capacity' such as batteries. This is a situation that Council needs to avoid at all costs.

It is therefore important that the Municipality determines a REFIT (Renewable Energy Feed-In-Tariff) tariff that is suitable to achieve the abovementioned balance. This should be included as a requirement in the Municipality Electricity Tariff Study once commissioned by the CFO. Tariffs can be determined only once a year. It is highly recommended that Witzenberg determine, and apply for a REFIT tariff in the 20/21 financial year.



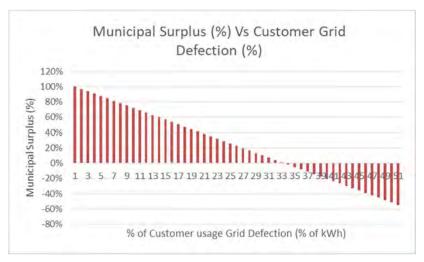
Below is an extract from a previous report to Council that deals with the effects of Grid Defection versus the implementation of a REFIT, as well as the scenario of Witzenberg installing it's own Solar Generation plants.

The under mentioned scenarios were simulated to represent possible cause vs effect outcomes.

Annexure: SSEG Simulation Summary

Variable Description	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Eskom Purchases (fixed period) kWh	164659378.7	164659378.7	164659378.7	164659378.7
% Energy from SSEG	0	20% of GD	20% of GD	20% of GD
% Energy Generated	0	0	0	20% of GD
% Energy Grid defect (GD)	Growing %	Growing %	Growing %	Growing %
Witzenberg Losses	0.1	0.1	0.1	0.1
Eskom Purchase Tariff average	0.98	0.98	0.98	0.98
SSEG REFIT (Cape Town - R0.68)	0	0	0.68	0.68
Payment for Own Generation	0	0	0	0.62
Municipal Sell Tariff (Conservative)	1.15	1.15	1.15	1.15

Scenario 1: Grid defection, no feedback



The graph indicates that the municipal surplus will reduce at an alarming rate as Grid Defection increases.

Grid defection will increase as the electricity tariffs increase.

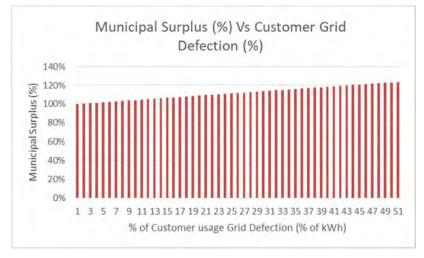
The Municipality cannot stop this without managing the situation.

This is what would will happen if the

Municipality effectively 'does nothing'. Consumers could potentially install systems of panels AND batteries and become self-sufficient. There is nothing legally that the Municipality can do if consumers move totally off-grid. The model shows that at 30% grid defection the Municipality will no longer receive a surplus from the income of electricity. This is not practical and it is clear that this scenario must be avoided at all costs.



Scenario 2: Grid defection and receiving free energy from SSEG - REFIT not in place



Should the Municipality allow the connection of the SSEG plants to the Municipal grid, some electricity may be fed back into the grid?

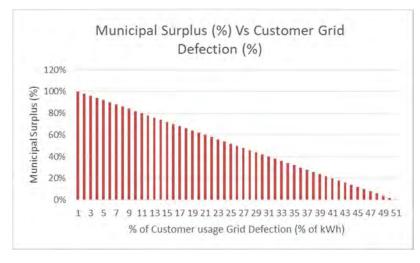
The graph indicates the result thereof, should we not pay for this electricity due to the REFIT tariff not be in place.

Here consumers are allowed to be grid-tied (no batteries) and that they

feed any excess energy, without compensation, back into the grid. This scenario, based on 20% of the consumers' grid defecting, indicated that over a 50 year period the Municipalities surplus will actually grow by 20%. Although this seems ideal, consumers will in reality not be willing to put surplus energy back into the grid just so that the Municipality can sell this 'free' energy at a profit to other consumers. Consumers will in all likelihood opt to simply switch their inverters to prevent any grid feedback until such time that they receive some sort of compensation for their excess energy.

This scenario, although ideal for the Municipality is therefore highly unlikely in reality. Some consumers are however feeding back into the grid on the premise that a REFIT is imminent.

Scenario 3: Grid defection and buying energy from SSEG - REFIT in place



Should the REFIT tariff be implemented, the Munic will again loose surplus funds as grid defection increases.

Not paying SSEG plants a REFIT tariff, the electricity to the Municipal grid can be blocked.

The REFIT tariff reduces the rate of effective grid defection.

This is the same scenario as in 2

above, but with the difference of an assumed REFIT tariff of 68c (Based on Cape Town) per unit compensation for every unit the consumers' feeds back into the grid. Also based on 50% grid defection, the Municipality will approach revenue neutrality.



This scenario is in line with the route most progressive municipalities have taken and is regarded as the recommended route, except that it is advised that a limitation of for each towns be put in place when approving the total amount of SSEG in each town.

Scenario 4: Grid defection and buying energy from SSEG and self-generation – REFIT in place



In order to manage to grid defection, the Municipality need to reduce the electricity tariffs in order to make the feasibility of grid defection less viable.

The only way to do this is to reduce our electricity demand and consumption from Eskom.

Possible additional solutions are:

- Installation of our own generation capacity;
- Optimising customer's power factor;
- Optimising the Municipal power factor at the main substations;
- Reduce losses;
- Replace old ineffective equipment with more efficient equipment.

This is a scenario based on the assumption that the Municipality installs its own Renewable Energy plant to the equivalent of that of private SSEG plants. Here we will be able to generate power at a cheaper rate than Eskom for selling onto our consumers. If we can keep the price of electricity down, it would make it less cost effective for consumers to invest in their own SSEG systems. The model shows that even 50% grid defection the Municipality will still be showing a healthy surplus.

Below is the Council resolution "Approval of Energy Plan (Small Scale Embedded Generation" (16/3/P – 31 October 2018)

UNANIMOUSLY RESOLVED

- (a) that Council takes notice of the co-authored inputs and documentation of the Association of Municipal Electrical Undertakings, Western Cape Provincial Government, Cape Town and Green Cape as the nationally accepted standardised policy related to the implementation of Renewable Energy (Small Scale Embedded Generation) within municipalities.
- (b) that Council adopts the NRS 097-2-1 (2010) and NRS 097-2-3 (2014) Grid Interconnection of Embedded Generation, Section 1 Utility Interface, Section 2 Simplified utility connection criteria for low-voltage connected generators as the basis of its Energy Plan and Small Scale Embedded Generation Policy.

- (c) that the supporting documents, including the undermentioned, are accepted as official documentation related to the application processes related to any consumer intending to install Renewable Energy:
 - (i) Requirements for Embedded Generation
 - (ii) Contract for Embedded Generation
 - (iii) Application Form
 - (iv) Commissioning Form
 - (v) Decommissioning Form
- (d) that any amendments to the relevant NRS standards automatically be included in the Council's Energy Policy.
- (e) that any amendment to the Electrical Bylaws as well as the implementation of a REFIT (Renewable Energy Feed-in Tariff) will automatically form part of Council's Energy Policy as and when approved by Council.
- (f) that the Administration will table a report to Council on a suitable REFIT (Renewable Energy Feed-in Tariff) for further discussion.
- (g) that Council reserves the right to refuse or limit the installation of Small Scale Embedded Generation plants if it is determined that they are having an onerous effect on the Quality of Supply of the Electrical Network of the municipality.
- (h) that once the total sum of approved Renewable Energy applications reaches 15 % of the municipality's ESKOM approved notified maximum demand for each town, no further applications will be considered without the approval of Council.
- (i) that any Large Power Users applying for permission to install Small Scale Embedded Generation plants must supply proof of their facility having an average power factor of 0,85 or better before any application will be considered.
- (j) that all existing Small Scale Embedded Generation installations commissioned prior to the approval of this Energy Policy will be required to comply with the policy as amended from time to time, whilst the municipality reserves the right to install suitable bi-directional four quadrant meters to monitor that connection.
- (k) that any meters currently installed and allowed in writing by the municipality to run in reverse, will be expected to comply with these requirements once the REFIT tariff is implemented.
- (I) that for future applicants successfully requesting permission to install Small Scale Embedded Generation plants, the costs of installing the required bi-directional four quadrant meters are for the applicants' costs.
- (m) that conventional or pre-payment meters are not allowed to run backwards.

As stated, the current policy and documentation remains relevant. But as the report addressed to methodology and REFIT tariff, the undermentioned changes to the recommendations are proposed.

Means remove Means add



PROPOSED RESOLUTIONS

- (a) That Council rescind the previous decision "Approval of Energy Plan (Small Scale Embedded Generation (16/3/P 31 October 2018)
- (b) that Council takes notice of the co-authored inputs and documentation of the Association of Municipal Electrical Undertakings, Western Cape Provincial Government, Cape Town and Green Cape as the nationally accepted standardised policy related to the implementation of Renewable Energy (Small Scale Embedded Generation) within municipalities.
- (c) that Council adopts the NRS 097-2-1 (2010) and NRS 097-2-3 (2014) Grid Interconnection of Embedded Generation, Section 1 Utility Interface, Section 2 Simplified utility connection criteria for low-voltage connected generators as the basis of its Energy Plan and Small Scale Embedded Generation Policy.
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- (f) that any amendment to the Electrical Bylaws as well as the implementation of a REFIT (Renewable Energy Feed-in Tariff) will automatically form part of Council's Energy Policy as and when approved by Council.
- (g) that the Administration will table a report to Council on a suitable REFIT (Renewable Energy Feed-in Tariff) for further discussion. That the Municipality include the following REFIT tariff for approval from NERSA in the 2019/2020 NERSA tariff application. This tariff will be additional and mandatory for customers with approved SSEG installations:

REFIT tariff	R 0,55
Additional REFIT surcharge - Domestic	R 50,00
Additional REFIT surcharge - Commercial	Basic x 0,05
Additional REFIT surcharge - Agriculture	Basic x 0,05
REFIT meter reading charge	R 55.00

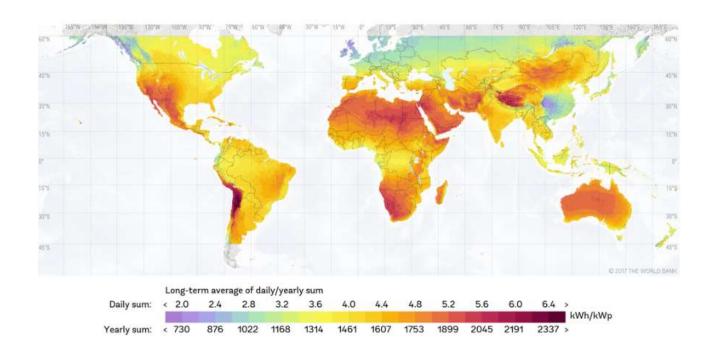
- (h) that Council reserves the right to refuse or limit the installation of Small Scale Embedded Generation plants if it is determined that they are having an onerous effect on the Quality of Supply of the Electrical Network of the municipality.
- (i) that once the total sum of approved Renewable Energy applications reaches 10 % of the municipality's total ESKOM purchased kWh for the preceding financial year approved notified maximum demand for each town, no further applications will be considered.
- (j) that any Large Power Users applying for permission to install Small Scale Embedded Generation plants must supply proof of their facility having an average power factor of 0,85 or better before any application will be considered.

- (k) that all existing Small Scale Embedded Generation installations commissioned prior to the approval of this Energy Policy will be required to comply with the policy as amended from time to time, whilst the municipality reserves the right to install suitable bi-directional four quadrant meters to monitor that connection.
- (I) that any meters currently installed and allowed in writing by the municipality to run in reverse, will be expected to comply with these requirements once the REFIT tariff is implemented.
- (m) that for future applicants successfully requesting permission to install Small Scale Embedded Generation plants, the costs of installing the required bi-directional four quadrant meters are for the applicants' costs.
- (n) that conventional or pre-payment meters are not allowed to run backwards.
- (o) for continued participation in the SSEG program customers must always be NET consumers.
- (p) <u>that permission to install Small Scale Embedded Generation will automatically lapse after 12 months from date of approval, if the installation process has not been started, unless an arrangement, in writing, has been agreed with the Municipality.</u>

FINANCIAL COMMENTS BY ACTING CFO

Kind Regards

Pierre van den Heever Senior Manager Electro-technical Services



Transformer / Municipal Grid



D - SSEG Model







SSEG meter

D-SSEG



Municipal Tariff meter



Special / dedicated Inverters



Special / dedicated PV Panels



Private Inverters



Private SSEG PV Panels



Consumer Load

WITZENBERG

MUNISIPALITEIT UMASIPALA MUNICIPALITY

- MEMORANDUM -

AAN / TO : Director: Technical Services

Municipal Manager

Committee for Technical Services

Council

VAN / FROM : Manager: Streets and Stormwater

DATUM / DATE : 4 November 2019

VERW. / REF : 16/04/4/6/

POLICY FOR WORK AND THE INSTALLATION OF SERVICES IN THE ROAD RESERVE - WAYLEAVE / RIGHT OF WAY

1 Purpose

To consider approval of a Policy for work and the installation of services in the road reserve.

Reference

The following has reference; -

Item 4.2.2, Approval for way leave fibre applications within the Witzenberg area (17/15/1) that was tabled at a Special Council meeting that was held 4 October 2019, and

Policy for work and the installation of services in the road reserve prepared by the Senior Manager: Streets and Stormwater, dated 31 October 2019.

3. Background

Witzenberg Municipality's road reserves are acquired at a large cost to the Council to ensure that the Municipality delivers on its constitutional requirements. Private services in a public road reserve must be coordinated within the available space restriction of the road reserves and surroundings.

- 4. The current drive for the rapid deployment of fibre networks by more than 400 license holders issued a license by ICASA, requires a coordinated effort to manage the services of all infrastructure and service providers. Each provider wants to lay claim to an exclusive space in the road reserve that suits their business model, but the available space simply cannot accommodate all the telecommunication providers and essential services in the same space.
- 5. This reiterates the need to allocate a dedicated space to different infrastructure providers to ensure that not only telecommunication services, but also critical services like water, sewer, roads, stormwater and electricity is provided in a sustainable manner.

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6. Failing this Witzenberg Municipality could find itself in a situation where it is extremely well connected, but maintenance and expansion to their own infrastructure to meet economic growth is sterilized.

4. Deliberation

With this Policy, Council can prescribe the conditions and standard of workmanship between the various Service Owners, that all applicants must comply with when working and/or installing services in the Municipality's road reserves including telecommunication(*Fibre*) applications.

- 3.2 This Policy covers the following:
- (a) General conditions of compliance (Fundamental Principals)
- (b) Process Flow The process to be followed for the application and approval for Wayleaves and Permits-to-Work:
- (c) Technical Specifications The minimum construction standards for the installation of telecommunication(*Fibre*) and services
- 3.3 This Policy is intended to be a "Dynamic Document" and will be regularly updated in consultation with the relevant Stakeholders.
- 3.4 The latest available version of this Policy will be applicable on the date that an application is made for wayleaves.
- 3.5 Where it appears that the requirements of this Policy are different from other Witzenberg Municipal Standard Specifications or complying with the specifications contained herein could result in danger to the public or construction workers or damage to existing infrastructure, then clarification shall be sought from the Director: Technical Services(DTS), prior to undertaking the work.

5. Recommendation

That the Committee for Technical Services recommend to The Mayoral Committee and Council that the "Policy for work and the installation of services in the road reserve", be workshopped by Council and after that be tabled to Council for adoption.

Yours truly,

E LINTNAAR

SENIOR MANAGER: STREETS AND STORMWATER



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POLICY FOR WORK AND THE INSTALLATION OF SERVICES IN THE ROAD RESERVE

Prepared by: Senior Manager: Streets and Stormwater

Date: 31 October 2019

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Table 1: Road Classes

Table 2: Reinstatement Requirements

Table 3: Backfill Requirements

Table 4: Backfill Material

Table 5: Footways (Sidewalks) and Carriageway and Pedestrian Access Crossings: Pavement

Structures

Table 6: Footways (Sidewalks) and Carriageway and Pedestrian Access Crossings: Backfill Types

Table 7: Typical DCP Penetration Diagram

2. ABBREVIATIONS & DEFINITIONS

Administration fee - The fee that must be paid in advance for a permit to be processed and considered

Authorised agent means an agent which is authorised by the Council to perform specified services;

Authorised person means a wayleave holder;

As-built information - Information relating to how infrastructure has actually been installed by an operator

Backfill. Approved compacted materials used to replace excavated materials to surrounding ground level or the underside of pavement layer works, whichever is the lesser.

Carriageway Crossing. A formally constructed access point from an existing road to a property or properties adjacent to the road reserve.

Council. The Municipal Council of Witzenberg Municipality or any official acting within his/her designated powers on behalf of the Council or its appointed agents.

CIDB - Construction Industry Development Board

Closed Access Network - where the operator for that network (or infrastructure owner) does not allow other Service Providers to sell services over their network.

Contractor – A CIDB registered Contractor appointed by the Network Licensee and/ or Service Owner

Day - A day shall be a calendar day

DTS - Director: Technical Services

ECSA – Engineering Council of South Africa

Engineer – A Civil Engineering practitioner registered with ECSA as a Pr Eng or a Pr Tech Eng, appointed by the Network Licensee and/or Service Owner

ECNS - Electronic Communications Network Service Licensee (here after referred to a Network Licensee) – A registered company that has obtained a licence to provide a telecommunications network under the approval of the Independent Communications Authority of South Africa (ICASA).

Fees - Charges or tariffs in respect of any function or service of the municipality as determined in terms of section 75A of the Municipal Systems Act, 2000 (Act 32 of 2000);

FTTH – Fibre-to-the-Home will typically involve more density of products / fibre with trenching on both sides of the road, where wall boxes, boundary boxes are installed on property boundary walls through erf connections.

FTTB/S – Fibre-to-the-Business and/or –Site/Tower will typically involve trenching on one side of the road, with deeper trenches, fewer manholes and no erf connections.

Footway (Sidewalk). A formally constructed area or paved strip within a road reserve for the safe passage of pedestrians.

Inspector. A person designated by the Road Authority to supervise, approve and inspect work within a road reserve

ICASA – Independent Communications Authority of South Africa

Municipality – Witzenberg Municipality

Municipal Road. Municipal road means any public street as defined in terms of the Municipal Ordinance, and includes all works or things of whatsoever nature forming part of, connected with of belonging to a road, roadway, road reserve, motor bypasses, footway (sidewalks), traffic circles, traffic islands, kerbing, embankments, cuttings, subways, culverts, drains, fences, parapets, bridges, causeways, fords, regulatory, warning and information guidance signs, distance indicators and any portion or diversion of a road.

Open Access Network – A network where the operator of that network (or the infrastructure owner), offers the network infrastructure to a range of service providers on an OPEN ACCESS basis. These Service Providers can then provide various services (internet, data and voice) over the fibre infrastructure to the end user.

Pavement (Pavement layers). The selected layers, subbase, base and surfacing of a roadway or footway.

Permit-to-Work – A permit-to-work follows after a wayleave approval has been granted and specifies the work to be done with time frames; where risk and strict controls have already been identified and approved. It forms an essential part of asset management and no work may commence without this signed document.

Primary network – Main (bulk) telecommunications network linking up different areas/regions. Normally follows major road routes and individual property connections are not common. (Most commonly FTTB/S routes)

Reinstatement. The work necessary to replace, repair or otherwise restore the road reserve and all features contained therein to the same or better condition as existed prior to any construction activities that altered the original condition.

Road Reserve. The land registered as road reserve in cadastral diagrams, or other erven, servitudes, or remainders which are registered in the name of, or otherwise vest in the name of the road authority and are used or reserved for road purposes. This does not include non-road related servitudes, recreational areas or nature trails except where they intersect with or are located within road reserves. In relation to work within the road reserve, the definition is broadened to include work within the relevant statutory building line restrictions imposed on properties adjacent to a road reserve for the particular type or class of road.

Road. A street, road, or other public way, as well as bridges, trestles, or other structures, including shoulders, verges and sidewalks designated for the purpose of vehicular and pedestrian traffic.

Road Authority. Road Authority means, in relation to either a municipal road or a main road proclaimed in terms of section 3(1)(c) of the Roads Ordinance (No. 19 of 1976), within the municipal area of Witzenberg Municipality, the Director: Technical Services, who shall assume such powers, duties and functions required for the regulation of all activities within or abutting such road reserves. In

this specification the term "Road Authority" shall also mean any other person or agency with certain delegated duties to monitor and approve work in road reserves.

Service(s). The generation, supply, distribution, transmission, transportation, storage of electricity, signals, liquids or gasses for the consumption, use or other benefit of others.

Secondary network – Telecommunications network distributing through individual areas or zones. Normally follow larger ring/block roads and individual property connections are not common. (Most commonly FTTB/S routes)

Service Owner – The Service Owner is accountable for the specific service provided, which includes both the infrastructure and/or network licensee.

Tertiary network – Telecommunications network providing connection to individual properties. Normally follow smaller roads to provide individual property connections. Commonly referred to as "Fibre-to-Home, Last Mile, etc." and generally consists of smaller diameter cables and ducts.

Traffic. The movement of pedestrians and vehicles within a road reserve.

Traffic Accommodation. Activities necessary to safeguard the general public, as well as all workers, during the construction and maintenance of service equipment within the road reserve.

Trenchless methods. The methods of installing a pipe or sleeve under a road without disturbing the surrounding surface medium by using grade and alignment control equipment. Methods acceptable under this definition include, but are not limited to, boring, jacking, horizontal directional drilling methods

Wayleave – A wayleave is the right obtained to cross land, where access to property is granted by the land owner / asset holder. The local Council is responsible to administrate public owned land and need to give permission to all parties before they may install utility services or infrastructure, even if supplied by Council. This enables the responsible use of public assets, by coordinating service installation, minimizing service clashes or collateral damage due to new installations or construction activities.

Wayleave holder. means a person to whom a wayleave has been issued.

3. INTRODUCTION

- 3.2 This Document aims to provide a clear guideline to the conditions and standard of workmanship between the various Service Owners, that all applicants must comply with when working and/or installing services in the Municipality's road reserves.
- 3.2 This document covers the following:
 - (a) General conditions of compliance (Fundamental Principals)
 - (b) Process Flow The process to be followed for the application and approval for Wayleaves and Permits-to-Work:
 - (c) Technical Specifications The minimum construction standards for the installation of telecommunication and services
- 3.3 This Document is intended to be a "Dynamic Document" and will be regularly updated in consultation with the relevant Stakeholders.
- 3.4 The latest available version of this Document will be applicable on the date that an application is made for wayleaves.
- 3.5 Where it appears that the requirements of this Document are different from other Witzenberg Municipal Standard Specifications or complying with the specifications contained herein could result in danger to the public or construction workers or damage to existing infrastructure, then clarification shall be sought from the Director: Technical Services(DTS), prior to undertaking the work.

4. GENERAL CONDITIONS OF COMPLIANCE

4.1 BASIC PROCEDURES FOR WORK IN THE ROAD RESERVE

- 4.1.1 If the wayleave application conforms to the requirements in this Policy a wayleave will be issued which allows for the work to be carried out.
- 4.1.2. The Road Authority must be informed forty-eight (48) hours prior to the commencement of any works in the road reserve:
- 4.1.3. The works in the road reserve must be carried out in accordance with the procedures and specifications in this Policy, the conditions under which the work was approved and any other requirement of every affected service provider.
- 4.1.4. On completion of the works in the road reserve all trenches and excavations in the road reserve must be backfilled and reinstated according to the specifications contained in this Policy.
- 4.1.5. On completion of the works in the road reserve and temporary or permanent reinstatement, as applicable, a completion notice must be sent to the Road Authority by the wayleave holder. A departmental work order must accompany the completion notice if the Road Authority has to do the permanent reinstatement.
- 4.1.6. The Road Authority will then carry out an inspection and issue a certificate of completion once all requirements have been met.
- 4.1.7 This Policy applies to every person who carries out work in municipal road reserves in the municipal area, such as internal municipal departments, external organisations, service agencies and contractors. It does not apply to work in motorway reserves or in national or provincial road reserves within the municipal area.

4.1.8 The Road Authority undertakes to inform the relevant service provider in writing before commencing with any work in the road reserve that may affect the services of the service provider in the road reserve.

4.2 APPOINTMENT OF ECSA REGISTERED ENGINEERING PROFESSIONAL

- 4.2.1 <u>External Applications</u>: The Service Owner shall appoint an ECSA registered Engineering Professional to oversee the installation of services. The appointed Professional must have sufficient competency in Road Building and Materials to advise regarding the requirements for all aspects related to the construction such as directional drilling, excavation, reinstatement of layer works and surfacing.
- 4.2.2 <u>Internal Applications</u>: The Service Owner shall appoint an ECSA registered Engineering Professional to oversee the installation of services. The appointed Professional must have sufficient competency in Road Building and Materials to advise regarding the requirements for all aspects related to the construction such as directional drilling, excavation, reinstatement of layer works and surfacing.

or;

The Road Authority will oversee the installation of services inside the road reserve.

4.3 APPOINTMENT OF CIDB REGISTERED CONTRACTORS

- 4.3.1 All installations done for or on behalf of a Service Owner, involving the excavation and reinstatement of trenches in the Municipality's road reserve, shall be undertaken by a CIDB registered contractor with a minimum 2CE designation and with a grading appropriate to the value of the contract.
- 4.3.2 Proof of CIDB Registration must be submitted with the wayleave application.

4.4 WAYLEAVE APPROVAL AND VALIDITY

- 4.4.1 No work may commence in the road reserve of a municipal road or a main road proclaimed in terms of section 3(1)(c) of the Roads Ordinance (No. 19 of 1976), within the municipal area of Witzenberg Municipality unless:
 - (a) Application has been made for wayleaves in accordance with this document;
 - (b) Wayleaves have been received and collected by the Service Owner or appointed Engineer and where the Service Owner has accepted all conditions set forth in the wayleave.
- 4.4.2 Should an application be rejected for any reason or lapse in validity, work may not commence and a new application shall be submitted for wayleave approval.
- 4.4.3 Validity time frame for wayleaves is 12 months from date of approval.
- 4.4.4 Should the project / proposed works exceed the time frames for which the wayleave is valid, the Service Owner may request an extension of time from the DTS.

4.5 TRENCHING, MICRO TRENCHING VS. DIRECTIONAL DRILLING

4.5.1 All road crossings shall be done by directional drilling. No open trenching will be allowed in the roadway without the written permission of the DTS. Thrust boring or 'moleing' will not be allowed within roadways.

- 4.5.2 Where conditions do not allow directional drilling, open trenches will only be allowed with the written permission of the DTS, and subject to any additional conditions and costs that may be deemed necessary.
- 4.5.3 No micro-trenching will be allowed in the roadway. Micro trenching will only be allowed in verges where the investigation (test holes or ground penetrating radar, etc.) indicates that no services will be damaged by micro-trenching.
- 4.5.4 Any damage done to the Municipality's infrastructure by installation of services by a Service Provider, shall be reported immediately to the relevant department. Remedial work will be carried out by Municipality's operational teams and the full costs will be recovered from the Service Owner.
- 4.5.5 Where directional drilling is not possible, the Service Owner shall apply in writing to request permission to hand excavate the road crossing.

4.6 "ONE TRENCH" OR CO-BUILDING METHODOLOGY FOR TELECOMMUNICATIONS.

- 4.6.1 The current drive for the rapid deployment of fibre networks by more than 400 license holders issued a license by ICASA, requires a coordinated effort to manage the services of all infrastructure and service providers. Each provider wants to lay claim to an exclusive space in the road reserve that suits their business model, but the available space simply cannot accommodate all the telecommunication providers and essential services in the same space.
- 4.6.2. This reiterates the need to allocate a dedicated space to different infrastructure providers to ensure that not only telecommunication services, but also critical services like water, sewer, roads, stormwater and electricity is provided in a sustainable manner.
- 4.6.3 Failing this Witzenberg Municipality could find itself in a situation where it is extremely well connected, but maintenance and expansion to their own infrastructure to meet economic growth is sterilized.
- 4.6.4 All Network Licensees and/or Service Owners will have to make use of the same space allocation ("One Trench") for telecommunication services in the road reserve. The maximum permissible space allocation per route for all networks will be 1.0m wide and no telecommunication infrastructure may transgress the maximum permissible space allocation. Once the first licensee has installed services, further licensees must install their services so that a width of no more than 1.0m is occupied by all telecommunication services.
- 4.6.5 Should the first meter not be available for telecommunication services, then the next meter shall be investigated. The Network Licensee or appointed Professional shall determine a viable position for the services, as close to the road reserve boundary as possible and no trenching within 1.0m of the road kerb will be allowed, unless approved in advance by the DTS.
- 4.6.6 All Network Licensees applying for wayleaves for a specific route must contact all other active Network Licensees within Witzenberg Municipal area to afford them the opportunity to share trenches or cobuild along the route (see **Appendix A: List of active Network Licensees**). Documentary proof that all service providers have been contacted must be submitted together with the wayleave application. If no response from a Network Licensee is received within 7 days, evidence that the opportunity to share the trench/co-build has been delivered to the Network Licensee's nominated contact person, will suffice to confirm that:
 - (a) The Network Licensee has been notified of the pending work and have been given the opportunity to indicate any cables that they might have in the area to the current applicant;
 - (b) The Network Licensee has been given the opportunity to share trenches/co-build.

4.6.7 Should a Network Licensee elect to share a trench with the first applicant, the service providers must reach a mutual agreement on the cost apportionment. This agreement/s must accompany their wayleave application.

4.7 TRENCH POSITIONS AND DUCTS FOR TELECOMMUNICATIONS

- 4.7.1 Further to the "One Trench" and 1m dedicated space for Telecommunications, the primary and secondary networks must generally be installed on one side of the road. The tertiary networks may be allowed on both sides of the road to minimize road crossings. Irrespective of the network category, no network may be installed outside the space allocated for networks.
- 4.7.2 No service will be allowed longitudinally in the roadway. Services may only be installed in the verges and only if there is sufficient space. Where no sufficient space along a route exists alternative routes must be determined
- 4.7.3 Where any road crossing is made via open trenching, an additional Class 10 HDPE duct of minimum 110mmØ must be provided for the Municipality to avoid future road damage, the cost thereof for the account of the Service Provider. Duct Markers must be implemented at all such locations and will remain the property of the Municipality.
- 4.7.4 Where existing ducts have been installed for the Municipality and are available under roads, they shall be used for road crossings after obtaining permission from the DTS
- 4.7.5 Positioning of telecommunication infrastructure may not compromise future expansion of the Municipality's infrastructure or available space in the road reserve. Where the Service Owner has deviated from the approved position within the road reserve and expansion of existing infrastructure is required, the Service Owner shall relocate such services at their own cost.
- 4.7.6 Microducts, preferably minimum 5, are to be installed either directly in the ground or in existing duct pipes, to make provision for the increase of service providers and subscribers in future.
- 4.7.7 No overhead distribution lines to carry fibre optic cables for the deployment of fibre networks will be allowed in the road reserve and on private property building lines in Witzenberg Municipal area. Where conditions do not allow and only with the written permission of the Directorate: Technical Services will overhead distribution networks be allowed.

4.8 EXISTING SERVICES IN THE ROAD RESERVE

- 4.8.1 An applicant for a wayleave must obtain information from every service provider supplying a service within the municipal area on the location of its service. Every service must then be indicated on the drawings to be submitted with the wayleave application form. Service providers may impose reasonable additional conditions relating to work in the vicinity of their services.
- 4.8.2 As part of the undertaking/indemnity on the wayleave application form the applicant has to confirm that the necessary information has been obtained from every service agency and has to undertake to adhere to any additional condition imposed by any service agency.

4.9 EMERGENCY WORK

- 4.9.1 As defined emergency work is defined as any work which is required to prevent or end a dangerous situation, to prevent or end an unplanned interruption in the supply of a service, or to avoid any substantial losses.
- 4.9.2 The Road Authority must be informed of emergency work by the service provider concerned in writing within twenty-four (24) hours from commencing such work. If the Road Authority is not timeously

informed, the work will be reinstated by the Road Authority and the cost thereof will be invoiced to the service provider.

4.10 TRAFFIC/PEDESTRIAN ACCOMMODATION

- 4.10.1 When construction takes place, traffic shall always be accommodated in accordance with Chapter 13 of the South African Road Traffic Signs Manual (SARTSM).
- 4.10.2 In the event of a temporary road or lane closure and/or where trenching is proposed within the roadway, a traffic accommodation plan in accordance with SARTSM shall be drawn up by the Service Owner (including a drawing) and shall be submitted to the Traffic Authority for approval.
- 4.10.3 The Traffic Authority shall be given 2 weeks to inspect and comment on/approve the traffic accommodation plan. The traffic accommodation plan shall minimize disruption to traffic and the Traffic Authority shall reject a traffic plan which causes unnecessary or undue disruption of traffic and pedestrians.
- 4.10.4 The approved (by the Traffic Authority) traffic accommodation plan shall be submitted by the Service Owner to the DTS for final approval/acceptance.
- 4.10.6 No work may commence until the traffic accommodation plan has been approved and traffic is accommodated in accordance with the plan.
- 4.10.7 Safe pedestrian movement shall be accommodated at all times and works shall be clearly delineated at all times. Where pedestrians are required to use opposite sidewalks the deviation of pedestrian must be clearly signed and delineated to ensure the safety of pedestrians.
- 4.10.8 Vehicular- and pedestrian access to affected properties must be ensured at all times or as agreed to by the wayleave holder and the affected owner or lessee.
- 4.10.9 Every excavation that is accessible to the public or that is adjacent to a public road or thoroughfare or whereby the safety of persons may be endangered, shall be adequately protected by a barrier or fence at least 1,0 m high and as close to the excavation as practicable and red warning lights or any other clearly visible boundary indicators shall be provided at night or when visibility conditions are poor.
- 4.10.10 Information signage must be erected during the construction period, indicating the name of the Service Owner (name of company) and contact details of the appointed Engineer and Contractor.

4.11 HEALTH & SAFETY, ENVIRONMENTAL MANAGEMENT

4.11.1 The Service Owner must ensure that all legislative and contractual requirements in terms of Occupational Health and Safety and Environmental Authorization are adhered to for the full duration of the project.

4.12 AS-BUILT INFORMATION

- 4.12.1 The Service Owner must provide the Municipality with as-built information pertaining to the installed infrastructure, in a file format as prescribed by the DTS as-built specifications.
- 4.12.2 The Municipality shall provide this as-built information to other service owners, municipal departments, entities, and other occupants of municipality property, for the purpose of limiting damage to, or disruption of the facilities and other assets of those involved.

4.13 TARIFFS. FINANCIAL EXCLUSIONS AND GUARANTEES

4.13.1 External Applications:

- 4.13.1.1 All external Service Owners are required to pay an annual fee per kilometre of network cable installed in the road reserve. Rates are charged in terms of approved Council Tariffs.
- 4.13.1.2 All external Service Owners are required to pay an Administrative and Supervision Fee, which is based on Council Approved Tariffs. Payment of the Administrative fee must be made upfront with submission of the wayleave application, with all other fees payable upon wayleave approval.
- 4.13.1.3 A Refundable Deposit is payable by the Service Owner when open trenching is proposed inside the road reserve, which includes the verge, sidewalk and/or roadway/blacktop area. Rates are charged in terms of approved Council Tariffs.
- 4.13.1.4 The onus is on the Service Owner to initiate a request for the refunding of the deposit, once the completion certificate has been submitted and signed off by the DTS.
- 4.13.1.5 A Non-refundable payment (Roadway Trench Fee) is charged in the event of open trenching inside the roadway/blacktop area. Payment calculations are charged in terms of approved Council Tariffs. This amount must be paid upon wayleave approval and before commencement of work.
- 4.13.1.6 In the event that planned directional drilling is unsuccessful and/or due to site conditions, and where open excavation was done in the roadway with prior approval by the DTS, fees will be charged according to the approved Council tariffs. The final Non-refundable amount payable will be determined after reconciliation has been done at the end of the project, prior to final completion certificate being issued.
- 4.13.1.7 The Service Provider will be charged a Penalty for any unauthorized work inside the road reserve, regardless of whether the Municipality later issues a wayleave. Rates will be in terms of approved Council tariffs.

4.13.2 Internal Applications:

4.13.2.1 All internal Departments or State Funded Projects (National or Provincial), where the infrastructure will be taken over by the Municipality, will be exempted from paying the Administrative & Supervision Fee, Refundable Deposits, Non-refundable Payments and/or Penalties.

4.14 DEFECTS LIABILITY PERIOD

4.14.1 The Service Owner shall be responsible for all defects resulting from the works for a period of one years after the final completion certificate has been submitted and signed off by the DTS.

4.15 INDEMNIFICATION

4.15.1 All Service Owners must indemnify Municipality against any third party liability claims of whatever nature resulting from their works or presence of infrastructure in a public road reserve.

4.16 REMEDIAL WORKS

- 4.16.1 Where failure of pavements or any other defects occur resulting from the installation and operations of a service after the defects liability periods has lapsed, the Service Owner must commence with remedial works within 14 days of being notified by the Municipality. The Service Owner will be held liable for any claims as a result of such failure.
- 4.16.2 The Defect Liability Period as defined in section 4.14 of this Policy shall apply to all remedial works.

4.17 RELOCATION OF SERVICES

4.17.1 Where services were not installed in accordance with approved plans, relocation of such services to correct positions must be done by the Service Owner at their cost immediately on instruction by the Municipality.

4.18. COMPLETION NOTICE AND CERTIFICATE OF COMPLETION

- 4.18.1 On completion of the work concerned the authorised person must fill in a completion notice and return it to the Road Authority within twenty-four (24) hours. The Way leave holder will then arrange a site meeting with the authorised person to do an inspection and to issue a certificate of completion if all requirements have been met. The twelve (12) month guarantee period for permanent reinstatement by the wayleave holder, commences on the day after the date of issue of the certificate of completion.
- 4.18.2 Completion of the work means that all work has been completed and that all material, equipment and rubble have been removed and the site is completely cleared and cleaned and that the permanent reinstatement, as applicable, has been done by the authorised person.
- 4.18.3 If work involves more than one street link (street block), a completion notice must be submitted after completion of each link.

4.19. IMPLEMENTATION AND REVIEW OF THIS POLICY

- 4.19.1 This policy shall be implemented once approved by Council. All future wayleave applications must be considered in accordance with this policy.
- 4.19.2 The policy will be reviewed on a regular basis as the wayleave approval process is refined

5. PROCESS FLOW PROCEDURE FOR WAYLEAVE APPLICATION

STEP 1: SERVICE ENQUIRY

During the Service Enquiry phase the applicant needs to obtain as-built information from the relevant Directorates and external parties, in an effort to determine a viable route for the newly proposed infrastructure.

During this Phase, no formal application is made and no fees are charged, except when the applicant needs to introduce trial holes or other invasive investigations.

Any trial hole inside the verge of the road or inside the black top area of the road reserve must be approved through a wayleave application.

STEP 2: APPLICATION

The following documents must be prepared and submitted with the wayleave application. (See Form 1)

- (a) Application letter: On applicant's letterhead and signed by an authorized person and indicating contact details (address/tel/cell/e-mail) and project details and scope:
- (b) Layout plan / Engineering Plans with cross-section indicating proposed services to scale and dimensioned from either erf boundary or kerb line, details of proposed services, existing and proposed structures, existing fibre installations of all service providers along full route.
- (c) Civil Engineering Professional appointment;
- (d) Confirmation that all Network Licensees have been contacted regarding the proposed installation and possible trench share; if applicable

- (e) Proof of payment of the applicable fees and tariffs;
- (f) Proof of contractor CIDB registration; and
- (g) Confirmation of quantities regarding proposed trenching.

STEP 3: INDEMNIFICATION

All applicants must indemnify Municipality against any third party liability claims of whatever nature resulting from their works or presence of infrastructure in a public road reserve. (see Form 1.1)

STEP 4: TRAFFIC/PEDESTRIAN ACCOMMODATION

A Traffic/Pedestrian Accommodation Plan is to be submitted for approval before construction work commences. Refer to **Appendix B.**

STEP 5: HEALTH & SAFETY,

Submit Health and Safety Plan that comply with the Occupational Health and Safety Act (Act No. 85 of 1993) (OHS Act), prepared in terms of the latest Construction Regulations. Refer to **Appendix D.**

STEP 6: ENVIRONMENTAL MANAGEMENT

If applicable, submit Environmental Authorization that comply with the National Environmental Management Act. (Act No. 107 of 1998), as amended.

STEP 7: WAYLEAVE ADMINISTRATION

A wayleave Administration Fee will be applicable in terms of the Council Approved Tariff System. Payment of the Administrative fee must be made upfront with submission of the wayleave application, with all other fees payable upon wayleave approval.

The Wayleave Control officer will check whether all requirements have been met. The Wayleave Control officer will register the application. When it has been registered a wayleave number will be allocated.

STEP 8: APPROVAL

If the Wayleave Control officer is satisfied that all requirements were met the wayleave will be recommended to the Director: Technical Services for approval. If the Director: Technical Services is satisfied that all requirements were met the wayleave will be issued.

The applicant must collect the wayleave prior to commencement of works. The wayleave will only be issued once all required documents have been received and all fees/deposits have been paid in full.

STEP 9: SUPERVISION

The Wayleave Control office will forward the details of the approved wayleave to the relevant Superintendent: Streets and Stormwater in whose area the works will take place.

STEP 10: COMMENCEMENT OF WORK

The relevant Superintendent of the Department: Streets and Stormwater must be informed 48 hours prior to the commencement of any works in the road reserve.

STEP 11: QUALITY CONTROL

The Superintendent: Streets and Stormwater will monitor the site and make sure that the correct standards and the Code is adhered to during the works. The Superintendent: Streets and Stormwater must be present when the process control testing: DCP, nucleonic and core tests are done to approve the reinstatements. **Appendix C**

STEP 12: COMPLETION NOTICE

On completion of the work the applicant must notify the Superintendent: Streets and Stormwater to arrange a site meeting to sign off the completed work. (see Form 1.2).

STEP 13: CERTIFICATE OF COMPLETION

A certificate of completion will be issued once all requirements have been met. The 12 month guarantee period for permanent reinstatements by the wayleave holder commences on the day after the date of issue of the certificate of completion. (see Form 1.2)

During this Phase additional costs can be incurred by the applicant in terms of unplanned open trenching or penalties. These charges can be determined in advance if known, or otherwise will be calculated by a Witzenberg Municipal representative during the completion inspection.

STEP 14: CLOSE-OUT

The wayleave form, or a copy thereof, must be returned to the wayleave officer within 24 hours after completion of the work with the completion notice, certificate of completion signed by all parties and must be accompanied by the DCP, nucleonic and core tests results as required in **Appendix C**.

6. TECHNICAL SPECIFICATIONS

TABLE 1: ROAD CLASSIFICATION

Class		Equivalent terminology
1	Expressway	Freeway, trunk road, highway, primary metropolitan distributor
2	Primary Arterial	Urban freeway, motorway, metropolitan arterial, major/ principal
		arterial, primary distributor, metropolitan distributor
3	Secondary Arterial	Minor arterial, major collector, higher mobility activity spine, urban
		district distributor
4	Minor road	Local distributor, minor collector, neighbourhood connector, CBD
		road, industrial road, lower mobility activity spine, urban collector
5	Residential street	Minor street, local street, urban local access activity street, urban
		access street

6.1 General

- Any trenching activity disturbs the structural integrity of a road or footway. Reinstatement must therefore be done in such a way as to ensure that the reinstated trench and its immediate surroundings do not fail structurally, thus resulting in road user discomfort and increased costs.
- 6.1.2. In addition to this Specification the following specifications shall be applicable to the works:

SABS 1200 DB	_	1989: Earthworks (Pipe trenches)
SABS 1200 GA	_	1982: Concrete (Small works)
SABS 1200 LB	_	1983: Bedding (Pipes)
SABS 1200 LC	_	1981: Cable ducts
SABS 1200 M	_	1996: Roads (General)

SABS 1200 ME – 1981: Subbase
SABS 1200 MFL – 1996: Base (Light pavement structures)
SABS 1200 MG – 1996: Bituminous surface treatment
SABS 1200 MH – 1996: Asphalt base and surfacing
SABS 1200 MJ – 1984: Segmented paving
SABS 1200 MK – 1983: Kerbing and channeling
SABS 1200 MM – 1984: Ancillary roadworks

All work shall, as far as they are applicable, be carried out in accordance with the above specifications.

- 6.1.3 The contractor shall, at least 48 hours before commencing work on any class of road, notify the Road Authority of the impending work. The contractor shall submit to the Road Authority, as may be required, the proposed location for storage and spoil sites, the working space required, details of proposed subbase, base and asphalt materials, mix designs for asphalt and the proposed working hours. The reinstatement designs to be used (pavement layers'/surfacing thickness and materials) shall be confirmed.
- 6.1.4 The Contractor shall permit the Road Authority access to the works at any time for the purpose of inspecting and assessing the reinstatement of trenches and pavements and verges.

6.2 Excavations

- 6.2.1 The area which is excavated must always be kept to a minimum. The width of the trench must be uniform in length and in depth, in other words the sides must be parallel and vertical. The top of the trench must be cut with a saw to ensure smooth, uniform edges.
- 6.2.2. The minimum depth that any service may be placed under a road is 800 mm measured from the level of the surfacing of the road to the top of the service. The minimum depth at any other place in the road reserve, e.g. on a verge, is also 800 mm measured from the level of the surfacing of the road and not from natural ground level. Any services not subject to being laid at a specific grade such as water pipes and cables, should not be placed at a depth in excess of the 800 mm as this could interfere with a future service that has to be laid at a specific grade, such as sewers and stormwater pipes.
- 6.2.3. All excavated material and equipment must be placed and demarcated in such a way as to cause the minimum disruption to vehicles and pedestrians. A safe passage must be kept open for pedestrians at all times.
- 6.2.4. The wayleave holder will be responsible for any damage to any existing service. Any service, indicated on the drawings or on site by a representative from any service provider, must be opened by careful hand digging. If the service cannot be found, the relevant service provider must be contacted again for further instructions. Under no circumstances may an authorised person dig with mechanical equipment before every known service have been found and marked. When found, a service must be marked and protected or supported as required by the service provider. If any service needs to be moved, instructions from the service provider must be followed carefully. The wayleave holder will be responsible for all reasonable expenses incurred in moving services costs. If any service is damaged during excavations, the relevant Service Owner must be contacted immediately.
- 6.2.5. Adequate preventative measures must be taken to ensure that no water (e.g. due to rain) flows into the open trenches since this will result in the weakening of the structural layers of the road. Any water that is present in a trench must be pumped out before backfilling. Water must be pumped into the stormwater system and not into a sewer manhole. Any material that has become wet must be removed from the bottom of the trench before backfilling.

- 6.2.6. The wayleave holder must prevent any foreign material from entering any drain and ensure that silting does not occur either from pumping operations or as a result of rain. If any silting or other contamination does occur, the wayleave holder must clean the drain.
- 6.2.7. If an excavation is made through entrances to properties, access must be maintained by using steel plates, planks or other temporary bridges of sufficient strength and properly secured against movement. The occupants of the properties must be kept informed at all times of how their access will be affected.

6.3 Micro-trenching

- 6.3.1 Micro-trenching will not be allowed in roads. Micro trenching will only be allowed in verges where the investigation (test holes or ground penetrating radar, etc.) indicates that no services will be damaged by micro-trenching.
- 6.3.2 All micro trenching allowed in sidewalks/verges will share the same 1.0m space allocated to telecommunication services irrespective of methodology followed, being 1,0m from the property boundary, unless otherwise approved.
- 6.3.3 Where possible, the micro trench should be within 400 mm from the property boundary, wall or fence.
- No micro trenching will be allowed directly behind the road kerb and no trench will be allowed closer than 300mm behind the kerb.
- 6.3.5 Trenchless technology must be done at road crossings and open trenching will only be considered if all other viable options have been investigated and proofed impractical or impossible.
- 6.3.6 The relevant planning and design process prescribed must still be followed and all surfaces shall be scanned using Ground Penetrating Radar to determine the existing underground services. Where risk of damaging such services exists open trench methodology must be used.
- 6.3.7 The minimum depth from top of surface layer to invert of trench is 300mm.
- 6.3.8 The minimum permissible cover to any cable/duct installed by micro trenching must be 200mm.
- 6.3.9 The maximum permissible width for the micro trench shall be 50mm and where an asphalt surface is disturbed / breakout occur, the surfacing cut shall be increased to at least 150mm to replace the surfacing layer.
- 6.3.10 The reinstatement must be in a straight continuous line and should include the breakout width of the connection boxes and/or widest breakout point. Only one scar will be allowed. Where the remaining section of sidewalk is less than 1,0 m, the full width of the sidewalk must be reinstated.
- 6.3.11 The positioning of connections boxes and the placement thereof must be indicated on the drawing and must carry the approval of the relevant property owner.
- 6.3.12 Where micro-trenching is allowed by the DTS, the Service Owner shall submit a specific design and specification for the micro-trenching to be evaluated and approved. This design must be surfacing specific to existing conditions. All specifications must be generic and should not specify proprietary products by name, as this may be applied Municipal-wide on concept.

- 6.3.13 A-frame project boards displaying at least the name and cell phone number of the contractor and appointed engineer must be erected at least at both ends of the project during the full duration of the operation.
- 6.3.14 Micro trenching may only be done with a recognised mechanical machine capable of cutting a clean trench to varied depth and width.

6.4 Reinstatement Designs

6.4.1 Pavement Layers

The types of reinstatement applicable to the classes of road are indicated in Table 2.

TABLE 2: REINSTATEMENT REQUIREMENTS

Reinstatement Type	Description	Road Class					
,,		1	2	3	4	5	
ROADWAYS							
Type A1	Road			√* SEE NOTE 2			
Type A2	Road	* SEE NOTE 1		√* SEE NOTE 2	√		
Type A3	Road					V	
FOOTWAYS (SIDI	EWALKS) AND CARR	IAGEWAY CR	DSSINGS FOR	PEDESTRIA	NS OR VEHICL	ES	
Type A4/1 to Type A7/2	Footways and carriageway crossings	*SEE NOTE	3 AND REFER	R TO TABLE 5	FOR ALL ROA	D CLASSES	
VERGES	-	•					
Type A8	Verges	P	APPLICABLE T	O ALL ROAD	CLASSES	•	

Notes:

- *1 Not applicable as trenching not permitted without specific approval.
- *2 For Class 3 roads generally a Type A2 reinstatement shall be used unless a Type A1 reinstatement or a site specific pavement design is required by the Road Authority and confirmed in writing.
- *3 Type of pavement to be used shall be determined by the type of facility (residential, factory etc.) to be served by the carriageway crossing as shown in Table 5 or shall match the existing layer works and surfacing as agreed by the Road Authority.

6.4.2 Backfill (Subgrade)

Four types of backfill are applicable to the classes of road as indicated in Table 3. Types B1 and B2 are backfill to trenches subject to traffic loads and Types B3 and B4 are backfill to sidewalks and verges not subject to traffic loads.

TABLE 3: BACKFILL REQUIREMENTS

Backfill Type	Description		Road Class				
		1	2	3	4	5	
Type B1	Road			$\sqrt{}$	1		
Type B2	Road	* SEE NOTE 1				V	
Type B2	Vehicle carriageway crossings (asphalt or brick surfacing	NOT APPLICABLE		REFER TO TABLE 6			
Type B3	Footways(sidewalks)and pedestrian carriageway	REFER TO	REFER TO TABLE 6 FOR ALL ROAD CLASSES				

	crossings	
Type B4	Verges or unpaved	APPLICABLE TO ALL ROAD CLASSES
	areas	

Notes:

6.5 **Reinstatement Types and Descriptions**

The pavement and backfill types indicated in Table 2 and Table 3 shall be constructed as follows:

6.5.1 Road Reinstatements

40 mm continuously graded medium asphalt wearing course Type A1

80 mm continuously graded asphalt base (BTB)

250 mm subbase (G5) cement stabilised to form a C3 layer placed in at least two

layers

Type A2 40 mm continuously graded medium asphalt wearing course

150 mm G2 base

250 mm subbase (G5) cement stabilised to form a C3 layer placed in at least two

layers

Type A3 40 mm continuously graded medium asphalt wearing course

150 mm G2 base

150 mm subbase (G5) cement stabilised to form a C3 layer

6.5.2 Carriageway Crossings for Vehicles (Also refer to Table 5 in this regard)

Type A4/1 73 mm brick or 80 mm blocks

25 mm sand bedding

200 mm G2 base placed in at least two layers

Type A4/2 50 mm continuously graded medium asphalt wearing course

250 mm G2 base

Type A5/1 73 mm brick or 80 mm blocks

> 25 mm sand bedding 100 mm G5 subbase

40 mm continuously graded medium asphalt wearing course Type A5/2

150 mm G5 subbase

Type A6/1 73 mm Brick or 80 mm blocks

> 25 mm sand bedding 100 mm G5 subbase

25 mm continuously graded fine asphalt wearing course Type A6/2

100 mm G5 subbase

6.5.3 Footways (Sidewalks) and Pedestrian Crossings (Also refer to Table 5 in this regard)

Type A7/1 73 mm brick or 80 mm blocks

> 25 mm sand bedding 100 mm G5 subbase

^{*1} Not applicable as trenching not permitted without specific approval.

Type A7/2 25 mm continuously graded fine asphalt wearing course 100 mm G5 subbase

6.5.4 Verges

Type A8 150 mm (minimum) topsoil

6.6 Backfill

6.6.1 Roads and Carriageway Crossings for Vehicles Reinstatement

Type B1 G9 material from trench excavation (or G7 material if imported) stabilized with cement

Type B2 G9 material from trench excavation (or G7 material if imported)

6.6.2 Footways (Sidewalks) and Pedestrian Crossings

Type B3 Material from trench excavation (or G9 material if imported)

6.6.3 <u>Verges</u>

Type B4 Material from trench excavation

The depth or thickness of backfill(subgrade) Types B1 to B4 will be determined by the trench excavation depth, the bedding and blanket thickness and the pavement layer depths given above.

6.7 Materials

6.7.1 Backfill (Subgrade)

Trench backfill material shall consist of a suitable material of similar or better quality than that originally excavated from the trench. Material excavated from trenches may be used as backfill in all areas, provided only that it contains little or no organic material and that it can be placed without significant voids and compacted to specification. Material containing more than 10% of rock or hard fragments that are retained on a sieve of nominal aperture size 100 mm, and material containing large lumps that do not break up under the action of the compaction equipment being used, will be regarded as unsuitable for use in backfilling and any material from trench excavations which cannot be compacted in accordance with the requirements of this specification shall be considered to be unsuitable and shall be replaced.

Notwithstanding the above materials used for backfilling of trenches subject to traffic loads (roads and vehicular carriageway crossings etc) shall be free of clay and shall meet the requirements of a G9 material as indicated in Table 4.

If the excavated material cannot be used for backfill material shall be imported. Where the backfill is to be placed under road carriageways or any other areas subject to vehicular traffic loads material the imported material shall comply with the requirements of a G7 material in accordance with SABS 1200 M (see Table 4). Where the backfill is to be placed in other areas not subject to vehicular loads the material shall comply with the requirements of a G9 material as indicated in Table 4.

TABLE 4: BACKFILL MATERIAL

Criteria	Type G7 material	Type G9 material

Parent material	Natural material (soil, sand or gravel)	Natural material (soil, sand or gravel)
Strength	CBR at 93% of Mod. AASHTO max. density shall be at least 7%. Swell at 100% of Mod. AASHTO max. density shall not exceed 1,5%	CBR at 93% of Mod. AASHTO max. density shall be at least 7%. Swell at 100% of Mod. AASHTO max. density shall not exceed 1,5%.
Atterberg limits	PI shall not exceed 12 or a value equal to 3 times the grading modulus plus 10, whichever is the higher value.	PI shall not exceed 12 or a value equal to 3 times the grading modulus plus 10, whichever is the higher value.
Size	Two thirds of the compacted layer thickness or 75 mm for crushed material.	Two thirds of the compacted layer thickness.
Grading modulus (GM)	2,7 >= GM >= 0,75	2,7 >= GM >= 0,75

Backfill Type B1 shall be mixed with 2,5 % cement by mass. The cement used with backfill shall be at least type CEM II 32,5.

6.7.2 Subbase

Subbase material shall comply with the requirements with of SABS 1200 M for a G5 material.

Cement used for stabilization shall be type CEM II 32,5.

6.7.3 Base

Base material shall comply with the requirements of SABS 1200 M for a G2 material with a 26,5 mm maximum aggregate size.

6.7.4 Asphalt

6.7.4.1 Binders:

Binders shall comply with the requirements of SABS 1200 MH. Material for prime, as may be required, shall be either MC 30 or RTH1/4P. Material for tack coats shall be 30% stable grade bitumen emulsion. The bituminous binder for asphalt shall be 60/70 penetration grade bitumen for base and wearing course and MC 3000 cut-back bitumen for sidewalk asphalt.

6.7.4.2 Mix specifications:

(a) Asphalt Base (BTB)

Asphalt for base shall comply with the requirements of SABS 1200 MH for continuously graded asphalt with a 26,5 mm maximum aggregate size. Hot mix asphalt shall be used.

(b) Wearing Course Areas Subject to Traffic Loads

Asphalt for wearing course shall comply with the requirements of SABS 1200 MH for continuously graded medium asphalt (CCC type A mix). Hot mix asphalt shall be used.

(c) Surfacing for Footways (Sidewalks)

Asphalt for footway surfacing shall comply either with the requirements of SABS 1200 MH for continuously graded fine asphalt or with the requirements in (d) below. Hot or cold mix asphalt may be used.

(d) Footway asphalt specification

The bituminous binder shall be MC 3000 or other approved cut-back bitumen.

The aggregate shall be composed of clean, hard, sound particles of an approved durable material, free from organic and calcarious matter and other impurities, and shall contain a mixture by mass of 85% of 6,7 mm aggregate mixed with 15% of an approved crusher dust graded from 3,4 mm to dust. Not more than 2% of the total mix shall pass a 0,075 mm sieve.

The aggregate shall be properly screened, cubical in shape, free of dust and shall conform to the requirements of Grade 2 stone in Table 1 SABS 1200 M: 1996. The grading shall comply with Table 1 for 6,7 mm aggregate.

The proportions of the mix shall be 94,5 % aggregate and dust and 5,5 % binder by mass.

6.7.4.3 Material Sources and Mix Designs:

Asphalt from approved commercial sources shall be used. Proposed mix designs for the materials to be supplied. Examples of test results obtained on previous contracts where similar mixes were used shall be provided to the Road Authority on request.

Test results from the supplier demonstrating the compliance, of the asphalt actually supplied to the works, with the requirements of this specification shall be provided to the Road Authority.

If commercial sources are not to be used, mix design proposals shall be submitted for approval prior to the commencement of any work.

6.7.5 Segmented Paving and Edgings

6.7.5.1 Pavers:

Where existing paving has to be reinstated the existing type shall be matched as far as possible in terms of shape, colour, type and surface texture. Otherwise the type of reinstatement shall be in accordance with this specification and the standard materials indicated below shall be used as agreed with the Road Authority.

Standard brick pavers shall be 222 mm x 106 mm x 73 mm and shall conform to SABS 227: Burnt Clay Masonry Units (latest edition) as applicable to Class FBX – E-30 bricks.

Standard concrete block pavers shall be of a type specifically manufactured for paving. They shall be approximately 200 mm long and 100 mm wide. Their thickness shall be 80 mm. The blocks shall conform to SABS 1058: Standard Specification for Cement Paving Blocks (latest edition) Class 35 or the Precast Concrete Block Paving Construction guidelines. In residential areas standard 100 mm x 100 mm precast concrete cobbles may be used.

Cast In-situ concrete: All cast in-situ concrete must comply with the relevant requirements of Section 6400: Concrete for Structures of the COLTO Standard Specification for Roads and Bridge Works. All cast in-situ concrete must be Class 25/19.

Precast concrete paving slabs: All concrete paving slabs must comply with the requirements of SABS 541-1971, as amended or replaced from time to time.

6.7.5.2 Edgings:

Where existing edging has to be reinstated the existing type shall be matched as far as possible in terms of shape and type. Otherwise the type of edging shall be in accordance with this specification and the standard materials indicated below shall be used as agreed with the Road Authority.

Standard edging bricks shall not be of lesser quality than Grade NFX (as per the current edition of SABS 227: Burnt Clay Masonry Units).

Standard precast concrete edgings shall be of cross sectional 0 mm x 100 mm or 150 mm x 75 mm complying with the relevant requirements of SABS 927. Cross sections of precast footway edgings are shown on the standard drawing RO/2272/1.

The standard length edgings shall be 1 m except as specified hereinafter. Where the radius of a bend has a value between 600 mm and 30 m, the precast sections shall be supplied in 300 mm lengths and laid in segments to form the circular curve.

6.8 Plant

6.8.1 <u>Compaction Equipment</u>

The contractor shall use mechanical compaction equipment and he shall select such equipment and operate it in such a manner that the service in the trench, including pipes, ducts or cables is not stressed or damaged. In this regard the contractor shall be responsible for ensuring that he is, prior commencing compaction, aware any particular limitations on the type of compaction (vibration permitted etc) or the type of equipment (size, mass) which the relevant service owner/s may impose while working over or near their service/s.

6.9 Construction

6.9.1 <u>Safeguarding of Excavations</u>

Should the depth of an excavation or the nature of the material excavated render the sides of the excavation liable to movement that might endanger the works or the workmen engaged on the works the sides of the excavation shall be supported by suitable timber or other sheeting with adequate struts and braces, all being assembled properly and having sufficient strength and stiffness to prevent movement in the materials supported (shoring).

The contractor shall make good any fall of rock or earth due to rain, floods, insufficient timbering or other cause, and shall fill in any cavities so formed.

Without relieving the contractor in any way of his responsibility the Road Authority may order additional lateral support for the sides of any excavation.

All timbering and sheeting shall be removed from the excavation before the completion of the work, unless the written permission of the Road Authority is obtained to allow any portion to remain.

6.9.2 <u>Protection of Structures</u>

Where work is to be carried out in the proximity of buildings, bridges, tanks or structures, the contractor shall take all necessary precautions, including shoring where necessary, to ensure the safety of the structures that are at risk.

6.9.3 <u>Stormwater and Groundwater</u>

The contractor shall properly deal with and dispose of water to ensure that the works are kept sufficiently dry for their proper execution. The contractor's responsibility will be held to include the provision of adequate protection against flooding and damage by stormwater, flow from springs, and seepage, and to include provision for the repair of any damage to the works may arise as a result of the inadequacy of the protection provided.

6.9.4 <u>Excessive Pollution</u>

The contractor shall take all reasonable measures to minimize excessive dust nuisance, pollution of streams and inconvenience to or interference with the public or others because of the execution of the works

6.9.5 <u>Excavated Material not to Endanger or Interfere</u>

All excavated material shall be so deposited as not to interfere with or endanger the works (for example, by causing the sides of an excavation to collapse), other property or traffic. The Road Authority may order the contractor to remove any material that is liable to endanger or to interfere with the works, private property, traffic or pedestrians, and to order that such material be placed at some other approved location.

All material that is unsuitable or not required for backfilling shall be removed from the site.

6.9.6 <u>Protection of Overhead and Underground Services</u>

Prior commencing with any work the contractor shall ensure that all relevant wayleaves and permissions have been obtained to work on the site. Also refer to section 1.

The contractor will be held responsible for any damage to known services (ie services that are within the site of the works and are shown on the drawings or have been indicated to the contractor) and he shall take all necessary measures to protect them. All work or protective measures shall be subject to approval of the relevant service owner or authority.

In the event of a service being damaged, the contractor shall immediately notify the owner or authority concerned. The contractor shall not repair any such service unless instructed to do so.

6.9.7 Ground and Access to Works

The contractor shall occupy only such ground as is necessary to carry out the work. He shall provide and maintain such access to the various sections of the works as he requires for the proper execution of the work. All fences and other structures that have been damaged or interfered with by the contractor shall be restored to a condition at least equivalent to their original condition.

6.9.8 Damage to Road Surface

Where, during the execution of the works, any road or paved surface adjacent to a trench has been damaged in any way whatsoever by the contractor, he shall at his own expense and as soon as is practicable, repair and restore such surface to a condition at least equivalent to that previously existing, and to the satisfaction of the Road Authority.

6.9.9 <u>Excavation and Backfill (Subgrade)</u>

6.9.9.1 Excavation of Temporary Material before Reinstatement:

It may be necessary to re-excavate trenches to remove temporary material placed in a trench in order to place the permanent backfill and/or pavement layers. The contractor shall ensure that he is aware of any possible restrictions relevant service owners may impose on excavation work (use of hand excavation only etc).

The sides of an excavation shall be as near vertical as possible while following safe excavation practise for the excavation depth and the material conditions.

No tree roots encountered in trenches may be cut without prior permission from the Directorate: Community Services.

6.9.9.2 Compaction:

(a) Areas Subject to Traffic Loads (Backfill Type B1 and Type B2)

In areas subject to road traffic loads trenches shall be backfilled in layers of thickness (after compaction) not exceeding 150 mm and the material shall be compacted to 93 % of modified AASHTO maximum density (or 100 % in the case of sand) for backfill Type B1, and 95 % of modified AASHTO maximum density (or 100 % in the case sand) for backfill Type B2. See also section 15.8.9.3 regarding backfill Type B1.

(b) Areas not Subject to Traffic Loads (Backfill Type B3 and Type B4)

Trenches shall be backfilled in layers of thickness (after compaction) not exceeding 300 mm and the material shall be compacted to the same density as that of undisturbed surrounding ground or to 90% of modified AASHTO maximum density (or 100 % in the case of sand) whichever is the higher for backfill Type B3.

Trenches shall be backfilled in layers of thickness not exceeding 300 mm and the material shall be lightly compacted to reduce settlement for backfill Type B4.

6.9.9.3 Backfilling:

Backfilling of trenches shall commence after the service has been laid and firmly bedded in the specified cradle and the blanket has been placed and adequately compacted over the service to the height of blanket cover specified for the applicable type of service.

Backfilling shall be carried out over the full extent of the actual trench excavation and to original ground level, except where other pavement layers are to be placed. Unless prior approval has been obtained, no filling shall be placed in water.

Type B1 backfill (for work under Class 3 and 4 road carriageways) shall be thoroughly mixed with 2,5 % cement by mass prior to watering and compaction.

6.9.9.4 Temporary reinstatement of excavated areas.

It may be necessary, due to traffic or safety or any other conditions, to temporarily backfill a trench and/or temporarily reinstate a roadway. The Road Authority shall be informed of all such instances. Where trenches across areas subject to vehicular traffic loads are backfilled on a temporary basis the backfilling must be done with G9 material from trench excavation (or G7 material if imported) stabilized with cement up to a level of 440mm beneath the surface of the road. The remaining 440mm must be filled up with chrusher dust material up to the road surface.

The backfilled surface shall be maintained in a safe condition for pedestrian and vehicular traffic until the final pavement layers are placed.

6.9.9.5 Disposal of Surplus Material:

Excavation material from the trench, which is unsuitable or has become surplus because of bulking, displacement or importation, shall be disposed of off-site at an approved location.

6.9.9.6 Deficiency of Backfill Material:

Any deficiency of backfill material from trench excavation may be made up from suitable surplus material from other excavations nearby. If there is still a shortage of suitable material, backfill shall be imported.

6.9.9.7 Completion of Backfilling:

The contractor shall complete backfilling of trenches expeditiously and in reasonable approved lengths. The Contractor shall clean the road surface or paved area (as applicable) adjacent to the trench on completion of the work.

6.9.10 Subbase

6.9.10.1 Compaction:

(a) Placing, Watering and Mixing

The material shall be placed and spread in a trench in such a manner as to minimize segregation of the various sizes of aggregate in the material. In order to increase the moisture content of the material to the optimum for the compaction equipment employed and the density required the requisite quantity of water shall be added uniformly to the material and thoroughly mixed into the material until a homogenous mixture is obtained.

Dry compaction shall not be permitted. If necessary, due to the nature of the compaction equipment to be employed, the full layer thickness shall be achieved by placing and compacting successive thinner layers.

(b) Specified Density

Subbase to trench reinstatement within a road carriageway, to carriageway crossings and to sidewalks shall be compacted to 95% of Mod AASHTO maximum density.

6.9.10.2 Construction:

(a) Stabilization

Where specified subbase material shall be stabilized with 3 % cement by mass. The cement shall be thoroughly mixed into the subbase material before water is added and compaction commences.

6.9.11 <u>Base</u>

6.9.11.1 Compaction:

(a) Placing, Watering and Mixing

The requirements of section 15.8.10.1(a) shall apply.

(b) Specified Density

Base to trench reinstatement within a road carriageway and to carriageway crossings shall be compacted to 98% of Mod AASHTO maximum density.

6.9.12 Reinstatement of asphalt surfaced areas

6.9.12.1 General:

Where long lengths of trench are to be reinstated, asphalt work shall be programmed to follow the completion of the rest of the layers so that the period that a completed trench is left unsurfaced is limited as far as possible.

The edges of the excavation through existing asphalt surfacing shall be uniformly cut along neat straight lines on both sides over the entire length of the trench. Wherever practical the straight edges shall be parallel to the trench being prepared for reinstatement. All areas of intrusion/overlap into the adjoining surfacing shall be cut to a rectangular shape.

Where the excavation is through a road surfaced with asphalt the existing wearing course shall be removed an additional 100 mm beyond the edge of the trench so that the joint in the surfacing will not be above the edge of the trench.

The joint formed between the old and the new surfacing shall be cleaned and all loose material and dust removed. For all excavations through road carriageway surfaces a tack coat shall be applied at a rate of 0,6 litres per square metre to the full width of the area to be surfaced including the face of the joint formed. The tack coat shall be applied at least 30 minutes before and not more than 24 hours before surfacing.

All works adjacent to the tack spraying operation (including kerbs, brick paving etc.) shall be protected appropriately. All entries to drainage structures shall be blocked to prevent entry of bitumen.

After reinstatement of layer works the surface layer shall be neatly cut to produce a straight line. The final cut lines must ensure that straight and parallel lines are achieved giving a square block finish. Asphalt surfaces on roads must preferably be cut with jack hammers or other devices to produce a bond edge. Asphalt surfaces on sidewalks must be saw-cut producing straight lines.

Where the width of the sidewalk is less than 1.5 m, the entire width of the surfacing shall be replaced.

Where the width of the sidewalk exceeds 1.5 m, the minimum reinstatement width shall be 1.5 m, provided that there is only one scar and the un-reinstated strip left over is more than 500 mm.

Where any strip of asphalt less than 500mm wide remains, it shall be replaced simultaneously with the trench asphalt.

6.9.12.2 Placing:

In order to achieve a dense impervious layer asphalt should as far as possible, and particularly for asphalt placed to reinstate road carriageways, be placed at as near as possible to the recommended working temperatures for the applicable mix.

The asphalt mixture shall be dumped on shovelling plates, or other approved clean surfaces, and shall not be dumped on the area on which it is to be spread. The mixture shall be placed with

shovels in the desired position and shall be levelled off with rakes to a depth which will provide not less than the required thickness after compaction.

6.9.12.3 Compaction:

In areas where the larger rollers cannot be used, compaction shall be carried out with hand operated mechanical compaction equipment and, where there is sufficient space, approved smaller vibratory rollers.

The edges of all asphalt areas shall be compacted with an approved hand stamper, and the contractor shall ensure that the asphalt lies flush with the top of the adjacent surfacing or formed edges.

Asphalt base and wearing course shall have a minimum density of 94 % of Marshall density. Asphalt surfacing for footways (sidewalks) shall be finished and compacted so that the surface appears smooth, uniform and dense.

6.9.13 Segmented Paving and Edgings

6.9.13.1 Removing and Replacing Units:

Where a trench crosses a segmented block paved area the existing units must be carefully removed in complete units and kept safe for re-use.

Reinstated bricks and blocks shall be placed on a sand bedding as indicated in Table 5 and shall be cut by means of a mechanically driven saw only. Brick portions with any side of less than 30 mm may not be used.

The joint openings between the individual bricks / blocks may not exceed 5 mm in width.

Reinstated bricks/blocks shall be vibrated to final level with a suitable plate compactor and again vibrated after the application of dry jointing sand. Joints shall not be grouted with a cement/sand mixture.

Where it is necessary to leave a gap between the abutting row of bricks and poles or manhole covers etc. the gap must be filled with asphalt.

When reinstating the brick surface, bricks and cuttings shall be carefully replaced to match the existing pattern. Jointing sand (no cement) in accordance with the SANS 1200 MS specification shall be broomed into the joints for the full depth of the bricks prior to undertaking the final compaction of the brick surface using a vibratory plate compactor and a rubber tyre pneumatic roller in areas with heavy vehicular traffic.

The paving pattern of the reinstated brick surface must be visually equal to or better than the existing brick paving.

After compaction, the replaced bricks shall tie into the existing bricks within a tolerance of 3mm.

No collapsing or sagging as a result of the works will be accepted. Any settlement at the end of the 1 year defects liability period shall be made good by removing the bricks, re-compacting the fill and base layers and replacing the brick surface.

6.9.13.2 Edging:

Where a trench crosses an edging the units must be carefully removed in complete units and kept safe for re-use. Edgings may be re-used provided that re-used and new units are not interspersed

over short distances. All the precast edgings shall be re-layed true to line and to such grades and levels as to properly reinstate the disturbed edges.

Edging shall be laid on a bed of 15 MPa concrete and pressed firmly into place so that there shall be a minimum thickness of 50 mm of concrete under the whole of the base of the edgings. The concrete bedding shall be haunched up behind the edging for at least two-thirds the height of the unit and the back slope of this haunch shall not be steeper than 1:1. The width of joint between edgings shall be 10 mm and each joint shall be grouted solid with mortar composed of 1 part cement to 4 parts sand and neatly pointed on all exposed surfaces.

6.9.14 Reinstatement of concrete surfaced areas

After reinstatement of layer works the existing concrete edges shall be neatly cut to produce a straight line. The final cut lines must ensure that straight and parallel lines are achieved giving a square block finish.

6.9.15 Reinstatement of driveways

After reinstatement of layer works the surface layer shall be neatly cut to produce a straight line. The final cut lines must ensure that straight and parallel lines are achieved giving a square block finish. The same surface finish must be implemented in the reinstatement in order to tie into the existing appearance and functionality.

Where any strip of existing surface treatment, between the road edge/kerb line and trench is less than 300mm wide, it shall be replaced simultaneously with the trench reinstatement.

No collapsing or sagging as a result of the works will be accepted. Any settlement at the end of the 1 year defects liability period shall be made good to Municipal Standards.

6.9.16 Verges and other Unpaved Areas

6.9.16.1 Verges:

When trenching through unpaved areas all the existing topsoil shall be kept in a separate stockpile for subsequent re-use. It should be noted that where a hardening or gravel layer has been placed on a verge this shall not be treated as an unpaved area and reinstated as specified in this section. In such cases the type of reinstatement required shall be agreed with the Road Authority and the normal requirement shall be that the hardening or gravel layer shall be reinstated to match the thickness and type of material removed.

Trenches through verges and other unpaved areas can be backfilled with the excavated material. The top layer of each trench that shall be backfilled without compaction with all the topsoil that is available. The finished surface of backfilling left proud of the surrounding ground to allow for initial settlement shall be not more than 75 mm above the surrounding ground. Verges and other unpaved areas affected by trenching shall be reinstated to the existing profile, width and grade within the road reserve.

Where road construction layers, structural courses, foundations, kerbs and/or backing providing edge support to road structures extend into verges or unpaved areas and are affected by trenching, such layers, backing etc shall be fully reinstated.

6.9.16.2 Reinstatement of non-surfaced/grassed vegetation covered areas

Unless otherwise agreed, cultivated areas containing shrubs, plants or bulbs affected by trenching shall be reinstated using the same or similar species.

Grassed areas shall be reinstated using the original turf, replacement turf or an equivalent seed, depending on weather and growing season.

Where grassed areas have previously been mown, the reinstated surface shall be demonstrably free from stones greater than 20 mm nominal size. All other debris arising from the works shall be removed from the site.

If any unconstructed verge has an established lawn, this must be removed, stored and replaced in sods in such a way that the lawn is in the same condition after reinstatement as it was before excavation. If the sods are allowed to dry out or become damaged in any way, they must be replaced with similar sods.

If an unconstructed verge has been planted with garden vegetation other than lawn, the owner of the adjacent property must be consulted before excavation, to obtain instructions on what to do with the plants that are affected. Every effort must be made to preserve all plants.

Trench widths and depths shall be the same as for surfaced areas.

Bedding sand and bedding blanket shall be the same as for trenches in surfaced areas.

The excavated material which is used for backfill must be compacted to match the density of the neighbouring undisturbed areas but with a minimum of 93% of MDD up to 100mm from the top of the trench.

Reinstate surface (final 100mm) as per existing surface. Once the backfill is compacted, carefully replace the grass / vegetation ensuring no depressions in the surface along the trench route. Grass should be firm and compacted into place using a heavy roller.

6.9.16.3 Ditches, drains and drainage courses:

Ditches, open drains and drainage courses affected by trenching shall be restored to their original profile, unless otherwise agreed.

6.9.17 Reinstatement of unsuccessful drill operations

In the event that directional drilling is unsuccessful, the drill tunnel must be filled / pumped with concrete. The mixture used must be pre-approved by the DTS.

6.9.18 Other Construction Requirements

6.9.18.1 Placing Material:

Completed backfill shall be free of contaminants prior to and during the placement of pavement materials. Before placement of any pavement layer materials and as part of the backfill works, the sides of the trench to receive the pavement layers shall be cut clean to achieve a uniform plane surface, free of any loose or foreign material.

Appropriate construction mixing methods shall be applied to ensure uniformity of all the specified material qualities when the materials are laid along the trench length. The surface of all pavement layers shall be in a tight and uniformly bound condition with no evidence of layering, cracking or disintegrating and free of loose, dusty, stony areas.

All materials shall be compacted using mechanical compactors. Hand operations may be used in confined areas, however, self-propelled driven mechanical plant shall be used where trench area allows.

6.9.18.2 Stormwater Damage:

Should disturbance or demolition of existing stormwater pipes or structures occur due to the trench works they shall be reinstated in accordance with the specification to be obtained by the contractor from the Road Authority.

6.9.18.3 Kerbs and Other Precast Components:

Where kerbs or other precast components are affected by trenching they shall be carefully removed and stored for re-use. Unless otherwise agreed by the Road Authority all recovered precast units or components to be incorporated in the reinstated works shall be in good condition and free of cracks, chips and deformities. Any items damaged by the contractor during removal shall be rejected, removed from the site and replaced with new materials. All kerbs or other precast components shall be reinstated in accordance with the requirements of the applicable section of SABS 1200. Tunnelling under kerbs, channels and edging is prohibited and all such elements shall be removed during excavation and reinstated. All cast in-situ concrete must be Class 25/19.

6.9.18.4 Resurfacing Footways and Carriageway Crossings:

Where the area of the trench damage is greater than 75% of a footway or a carriageway crossing area the Road Authority may require that the whole crossing area be resurfaced to match the existing surface levels and material type (the existing surfacing shall be removed as necessary).

If a private driveway and footway with non-standard materials are to be excavated, the owner of the property concerned must be informed in advance and in writing of the intended work. The owner must then [supply/specify to] the authorised person [with] the materials that are to be used for the reinstatement.

6.9.18.5 Cracking:

Where parallel cracking or settlement of the existing carriageway surface occurs along the edge of a trench after excavation the pavement layer reinstatement shall be widened to a line 200 mm beyond the extremity of the cracking.

6.9.18.6 Reinstatement of Road Signs and Markings:

All road markings that have been removed or damaged by the works shall be repainted upon reinstatement of a trench to surfacing level. All markings shall be in accordance the South African Road Traffic Signs Manual (SARTSM) or according to the original colours, lengths and widths as instructed by the Road Authority. All work shall be in accordance with SABS 1200 MM. Any road studs removed shall be replaced.

All road signs removed in carrying out the works shall be reinstated and any signs damaged during removal or lost shall be replaced by the contractor.

6.9.18.7 Other Reinstatement and Cleaning:

All peripheral damage caused by any excavation, backfilling or reinstatement operations including but not limited to damage to adjacent surfaces caused by poles or pegs placed shall be repaired

as required by the Road Authority and all surfaces affected by the work shall be properly cleaned on completion of the work. All waste shall be removed from site.

Where other features, such as drainage channels or pipes across footways are affected, they shall be reinstated such that they function properly and to the satisfaction of the Road Authority.

6.10 Tolerances

6.10.1 Levels

Unless otherwise agreed all trenches shall be reinstated to same levels, falls and grades as existed before the disturbance. Notwithstanding this requirement finished surface levels shall be adjusted locally to ensure that the reinstated areas are free draining as there may be locations particularly on flat roads where previous consolidation has created un-drained areas isolated from the main drainage points. Where it may be necessary to adjust the lines and levels for reinstatement for other reasons the Road Authority shall issue specific instructions to the contractor.

At the edge of a resurfaced area the edge of the new surfacing shall match or be slightly proud of the adjoining surfacing, kerbing or edging.

6.10.2 <u>Layer Thickness</u>

The average thickness of any layer shall not be less than the specified thickness and in no place shall the actual thickness differ from the specified thickness as follows:

Subbase Plus or minus 15 % of the specified layer thickness Base Plus or minus 15 % of the specified layer thickness Asphalt Plus or minus 20 % of the specified layer thickness

6.10.3 Smoothness

When a 3 m straight edge is laid on a finished road carriageway surface, the distance between the surface and the straight edge shall nowhere exceed 6 mm.

6.11 Testing

6.11.1 Proof of Compliance

The contractor shall carry out process control testing to ensure that all materials and works are in accordance with the specification. The Road Authority shall be provided with copies of the results of such testing as required in **Appendix C**. If no test results are provided the Road Authority reserves the right to call for such results. The results shall then be produced within two days of being requested. Such tests shall be done at the contractor's expense. If no test results are provided as requested the Road Authority reserves the right to consider the work in question to be out of specification and the work shall be rejected and may have to be redone.

6.11.2 <u>Materials and Mix Design</u>

Process control testing shall be carried out on all materials supplied for trench reinstatement. Routine testing carried out by suppliers shall be acceptable provided that the frequency of testing complies with the requirements of the applicable section of SABS 1200.

Refer to section 15.6.4.3 regarding asphalt mix designs.

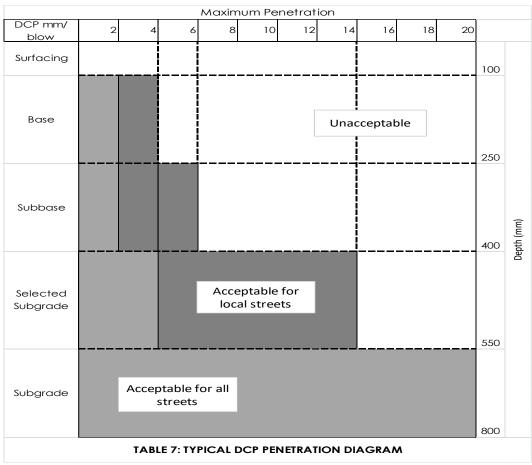
6.11.3 Density Testing

The density of backfilling (subgrade), subbase and base shall routinely be tested using a Dynamic Cone Penetrometer (DCP) although nucleonic or sand replacement testing may be required to confirm the achievement of the specified densities.

DCP testing shall be carried out on trenches in areas subject to vehicular traffic loads (roads and carriageway crossings) after every 1,0 m depth of backfill, or part thereof if the total thickness of backfill is less than 1,0 m, has been placed and compacted.

The backfill (subgrade), subbase and base shall be tested by DCP every ten linear metres of trench or such greater interval as agreed with the Road Authority.

An indication of probable acceptance on most roads can be obtained from the typical DCP Penetration diagram shown below in TABLE 7



Asphalt layers shall routinely be tested using nucleonic methods although core testing may be required to confirm the achievement of the specified densities. Standard maximum dry density and Marshall density values may be used for the various materials used to reduce the amount of sampling and testing. Such standard values shall be agreed with the Road Authority as and when required. The frequency of density testing required on the layers will be determined by the Road Authority taking into account the size and nature of the work. The testing frequency shall be one test per 100 square metres of completed layer unless another frequency is agreed with the Road Authority prior to commencement of the work. A minimum of three tests will be required.

6.11.4 Test Standards

All testing shall be carried out in accordance with TMH1: Standard Methods of Testing Road Construction Materials.

6.11.5 Routine Inspections

The Road Authority may carry out routine inspections of the works as they are completed. To allow such inspections the contractor shall advise the Road Authority when excavation work is to commence and when it has been completed.

The Road Authority may carry out independent density tests to determine the compaction of the backfilling or other layers and may take samples of any materials being used for further testing. Such testing shall not relieve the contractor of his responsibility to carry out process control testing.

6.11.6 Acceptance or Rejection of Works

6.11.6.1 General:

Should any contractor's testing and re-testing indicate that the works, or part of the works, fails to meet the specification then further working (including scarifying, remixing and/or recompaction as necessary or the replacement of materials) shall be carried for the entire section rejected and retests carried out, all at the contractor's expense. Re-testing shall be carried out at the same frequency as the original testing.

6.11.6.2 Asphalt:

Areas of asphalt defective with respect to the specified requirements for mix quality, density, percentage voids, surface finish, surface smoothness or thickness shall be removed and replaced by the Contractor unless the Road Authority permits the layer to be sealed with an agreed product. The extent of the defective area shall include all the asphalt in the test lot containing the failed test(s) unless defective areas can be suitably isolated by additional testing (where necessary) by the contractor. The contractor shall remove and replace areas of asphalt which show signs of either ravelling, cracking, deflection, subsidence and instability, for any reason, at the discretion of the Road Authority. Immediate repairs shall be carried out by the contractor as necessary to maintain the safety of the site. Patches shall be prepared by cutting and removing the defective asphalt to the full depth of the layer such that the sides of the area are at right angles or parallel to the direction of traffic and the edges are vertical and the patch shall be completed by placing and compacting new asphalt in accordance with the specification.

6.11.7 Performance Specifications/Defects liability

- 6.11.7.1 The performance of any trench permanently reinstated by the authorised person will be monitored for twelve (12) months, during which period the authorised person will be held responsible for any remedial work that may be required.
- 6.11.7.2. The tests that were used for quality control (density or shear strength) will be used to determine whether or not the work was done according to specifications. The Road Authority may do additional tests if the quality control tests are not considered to be adequate.
- 6.11.7.3. Remedial work will be required if any of the following defects exists:
 - (a) Depressions:
 - (b) humps (crowning);
 - (c) edge depression (trips, vertical discontinuities) at the interface; or
 - (d) cracking.

6.11.7.4. Any depression or hump will be measured with a straight edge across the reinstatement and will require remedial work if the following limits are exceeded over 100 mm or more of the length of the trench:

Reinstatement Width	Height of Deformation or Hump as measured with
(mm)	straight edge (mm)
Up to 400	10
400 to 500	12
500 to 600	14
600 to 700	17
700 to 800	19
800 to 900	22
Over 900	25

- 6.11.7.5. Remedial work will also be required if a depression results in standing water wider than 500 mm or exceeding one square metre, two hours after rain has stopped.
- 6.11.7.6. Any edge depression exceeding 10 mm over 100 mm or more of the length of the trench will require remedial work.
- 6.11.7.7. Any open crack wider than 3 mm and longer than 100 mm will require remedial work.

6.12 Manholes and structures for Telecommunications

- Only brick built manholes (preferred in areas of heavy traffic) or prefabricated GRP manholes will be allowed.
- 6.12.2 Brick manholes shall have walls constructed from NFX bricks using stretcher or Flemish bond and shall be 220/230mm thick.
- 6.12.3 All manhole covers and frames must comply with the relevant SANS specification and shall have a minimum load bearing capacity of 400kN.
- 6.12.4 Manhole sizes on primary networks may not exceed 900mm external dimension;
- 6.12.5 Manhole sizes on secondary networks may not exceed 600mm external dimension;
- 6.12.6 Boundary chamber sizes on tertiary networks may not exceed 300mm external dimension;
- 6.12.7 All manholes and structures must be accommodated in the space allocated for the trench (1.0m);
- 6.12.8 No above ground structures that could interfere with sight distance will be allowed on splays or within 25m of a splay;
- 6.12.9 No above ground structures will be allowed in pedestrian access ways or at pedestrian crossings;
- 6.12.10 No above or underground structures will be allowed at intersections and universal access positions to ensure unimpeded travel for handicapped persons. This will generally imply that manhole positions must be a minimum of 10.0 m from intersections and access points and positions of manholes must allow sufficient space for handicapped persons and wheelchairs to utilize the sidewalks:

- 6.12.11 The minimum permissible spacing for manholes shall be 45.0m c/c after all Network Licensees have installed their infrastructure and a maximum of 2 manholes at any given position will be allowed. Therefore, the design must consider existing and future Network Licensee's;
- 6.12.12 All manhole/boundary chamber covers must bear the name of the company in embossed letters to clearly define the different service provider's infrastructure.

6.13 Boundary Boxes for Telecommunications

- 6.13.1 Boundary boxes must be robust and durable and may not exceed 300mm in dimension;
- 6.13.2 The new boundary box must be placed next to the existing Telkom AJB (Manhole);
- Only one boundary box per 2 erven will be allowed for house connections. Where a second network provider services the same property a maximum of 2 boundary boxes per position will be allowed;
- 6.13.4 Boundary boxes for house connections may be placed in the road reserve verge but shall not be further than 200mm from the erf boundary. Boundary boxes may be mounted on walls with the permission of the property owner.

TABLE 5: FOOTWAYS (SIDEWALKS) AND CARRIAGEWAY AND PEDESTRIAN ACCESS CROSSINGS: PAVEMENT STRUCTURES

TYPE OF PAVEMENT STRUCTURE	A7/2	A6/2	A5/2	A4/2	A7/1	A6/1	A5/1	A4/1	
TYPE OF SURFACE		BITUMINOUS PREMIX (ASPHALT)				CLAY BRICK OR CONCRETE BLOCK			
TYPE OF CROSSING	FOOTWAYS AND	CARRIAGEWAY CROSSING			FOOTWAYS AND		CARRIAGEWAY CRO	ROSSING	
DUTY OF CROSSING	PEDESTRIAN CROSSINGS	LIGHT	HEAVY	EXTRA HEAVY	PEDESTRIAN CROSSINGS	LIGHT	HEAVY	EXTRA HEAVY	
USAGE OF CROSSING	Pedestrian only	Single residential	Flats church, School, etc.	Warehouse, Factory, Loading area, Service Station	Pedestrian only	Single residential	Flats church, School, etc.	Warehouse, Factory, Loading area, Service Station	
TYPE OF EDGING	TYPE OF EDGING Brick stretcher on edge or 150 x 75 mm precast concrete (side and boundary edging 250 x 100 mm precast concrete (side and boundary edging concrete (side and boundary edging)		dge or 150 x 75 mm precast coundary edging		250 x 100 mm precast concrete				
THICKNESS Premix	25 mm	25 mm	40 mm	50 mm					
OF Bricks Blocks					73 mm 80 mm	73 mm 80 mm	73 mm 80 mm	73 mm 80 mm	
SAND BED THICKNESS (Uncompacted)	Nil	Nil	Nil	Nil	25 mm	25 mm	25 mm	25 mm	
THICKNESS OF Subbase (G5*) GRAVEL	100 mm	100 mm	150 mm		100 mm	100 mm	100 mm		
COMPACTED Base (G2*)				250 mm				200 mm	
OVERALL DEPTH Premix OF COMPACTED Bricks LAYERS AND Blocks OF EXCAVATION	125 mm	125 mm	190 mm	300 mm	198 mm 205 mm	198 mm 205 mm	200 mm 205 mm	300 mm 305 mm	
ADDITIONAL EXCAVATION WHERE CLAYEY MATERIAL IS ENCOUNTERED	0 mm	150 mm	150 mm	200 mm	0 mm	150 mm	150 mm	200 mm	
COMPACTION OF PAVEMENT LAYERS Subbase Base	95%	95%	95%	98%	95%	95%	95%	98%	

^{*} The standard for Subbase (G5) and Base (G2) shall be in accordance with SABS 1200 M.
** 100% for sand.

TABLE 6: FOOTWAYS (SIDEWALKS) AND CARRIAGEWAY AND PEDESTRIAN ACCESS CROSSINGS: BACKFILL TYPES

BACKFILL TYPE	TYPE B3		TYPE B2		TYPE B3		TYPE B2		
TYPE OF SURFACE	BIT	BITUMINOUS PREMIX (ASPHALT				CLAY BRICK OR CONCRETE BLOCK			
TYPE OF CROSSING	FOOTWAYS AND	CARRIAGEWAY CROSSING			FOOTWAYS AND	C.	CARRIAGEWAY CROSSING		
DUTY OF CROSSING	PEDESTRIAN CROSSINGS	LIGHT	HEAVY	EXTRA HEAVY	PEDESTRIAN CROSSINGS	LIGHT	HEAVY	EXTRA HEAVY	
USAGE OF CROSSING	Pedestrian only	Single residential	Flats Church, School, etc.	Warehouse, Factory, Loading area, Service Station	Pedestrian only	Single residential	Flats Church, School, etc.	Warehouse, Factory, Loading area, Service Station	
COMPACTION OF BACKFILL	In situ material or G9 quality material if imported. Compaction 100% for sand or 90% or same as surrounding material (whichever is greater) for other materials.	In situ material at least G9 quality or G7 quality if imported. Compaction 95% or 100% for sand		In situ material or G9 quality material if imported. Compaction 100% for sand or 90% or same as surrounding material (whichever is greater) for other materials.		l at least G9 quality npaction 95% or 100			

Appendix A: List of active Network Licensees in Witzenberg Municipal area



Name	Contact Person	Contact Number	Date notified	Response Date	Response Received
elkom					
MTN					
/odacom					
Vinet Internet Solutions					
Breedenet					
OTHER: (Please indicate)					

WITZENBERG						APPENDIX C
municipality - maningarities - Orientation mass	4. Cores, (83.5) S0 Varierdekar 56 'SC, Cores, (6. Soid Alvikas' South Africa: 22 23 316 1844 4. 22 23 316 1845 6. 27 23 316 1877 Ø. admin Wwiteronderig gon La wiew. witeronderig gon La	DCP Test	Result Sheet			
	SITE:			Wayleave Number		
	DATE:			Town/Street Name		
	SPECIFICATION:	One drop < 20mm penetration	One drop < 14mm penetration	One drop < 6mm penetration	One drop < 4mm penetration	
Position	Area	Layer 4 - Insitu Material	Layer 4 - Insitu Material	Layer 3 Sub-Base	Layer 2 - Base	Approved / Signed Off

ADDITIONAL TESTS REQUIRED:

- 1. Provide Grading, Indicator and CBR data sheets compared to the relevant specification on all layerworks.
- 2. Provide Nuclear Density Report sheets compared to the relevant specification of the Asphalt, Base and Subbase on request.
- 3. Provide Density of Asphalt Core data sheets compared to the relevant specification on request.

WITZENBERG		-				APPENDIX C
municipality - maningarities - Orientation mass	4. Cores, (83.5) S0 Varierdekar 56 'SC, Cores, (6. Soid Alvikas' South Africa: 22 23 316 1844 4. 22 23 316 1845 6. 27 23 316 1877 Ø. admin Wwiteronderig gon La wiew. witeronderig gon La	DCP Test	Result Sheet			
	SITE:			Wayleave Number		
	DATE:		Town/Street Name			· -
	SPECIFICATION:	One drop < 20mm penetration	One drop < 14mm penetration	One drop < 6mm penetration	One drop < 4mm penetration	
Position	Area	Layer 4 - Insitu Material	Layer 4 - Insitu Material	Layer 3 Sub-Base	Layer 2 - Base	Approved / Signed Off

ADDITIONAL TESTS REQUIRED:

- 1. Provide Grading, Indicator and CBR data sheets compared to the relevant specification on all layerworks.
- 2. Provide Nuclear Density Report sheets compared to the relevant specification of the Asphalt, Base and Subbase on request.
- 3. Provide Density of Asphalt Core data sheets compared to the relevant specification on request.



APPENDIX D: OCCUPATIONAL HEALTH & SAFETY SPECIFICATION FOR CONSTRUCTION WORKS CONTRACTS

Contents

- 1. Scope
- 2. Definitions
- 3. Requirements
 - 3.1 General requirements
 - 3.2 .1 notification of intention to commence construction work
 - 3.2.2 Copy of the Act
 - 3.2.3 Good standing with the compensation fund or a licensed compensation insurer
 - 3.2.4 Emergency procedure
 - 3.2.5 Health & safety file
- 4. Appointments
- 5. Health and safety agent
- 6. Risk assessments
- 7. Health and safety plans

Occupational health and safety specification for construction work contracts

1 Scope

This specification establishes general requirements to enable the employer and the contractor to satisfy to Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2003.

The Construction Regulations, 2003, require an Employer to stop any Contractor from executing construction work which is not in accordance with the Contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

This specification established generic health and safety requirements site specification requirements for health and safety are stated in the scope of work associated with a contract.

2 Definitions

Act: The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

Competent person: any person having the knowledge, training and experience specific to the work or task being performed

Employers Health and Safety Agent: the person appointed as agent by the Employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the employer's agent responsible for health and safety matters

Ergonomics: the application of scientific information concerning humans to the design of objects, systems and environment for human use in order to optimise human well-being and overall system performance

Hazard: a source of exposure to danger

Hazard identification: the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.

Health and safety plan: a documented plan which addresses hazards identification and includes safe work procedures to mitigate, reduce or control the hazard identified

Healthy: free from illness or injury attributable to occupational causes

Incident: an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

- a) Any persons that dies, become unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed:
- b) A major incident occurred: or
- c) The health or safety of any person was endangered and where:
 - i. A dangerous substance was spilled;
 - ii. The uncontrolled release of any substance under pressure took place;
 - iii. Machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects, or machinery ran out of control

Inspector: a person designated as such under section 28 of the Act

Major Incident: an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at workplace

Reasonable practicable: practicable having regard to:

- a) The severity and scope of hazards or risk identified
- b) The state of knowledge reasonable available concerning that hazard or risk and of any means removing or mitigating that hazards or risk;
- c) The availability and sustainability of means to remove or mitigate that hazard or risk; and
- d) The cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;

Registered person: a person registered in terms of the Electrical Installation Regulations

Risk: The probability that injury may or damage will occur

Safe: free from any hazard

Scaffold: any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both.

Structure

- a) Any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- b) Any framework, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- c) Any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling tow metres or more.

Substance: any solid, liquid, vapour, gas or aerosol, or combination thereof

Suitable: capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

Workplace: any premises or place where a person performs work in the course of his employment

3 Requirements

3.1 General Requirements

The contractor shall:

- a) Create and maintain a safe and healthy work environment,
- b) Execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring; and
- c) Respond to the notices issued by the Employer's Health and Safety Agent as follows:
 - 1) Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;
 - 2) Contravention Notice: rectify contravention as soon as possible:
 - 3) Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so.

3.2 Administration

3.2.1 Notification of Intention to commence construction work

- **3.2.1.1** The Contractor shall notify the Provincial Director of Labour in writing using a form similar to that contained in Annexure A of the Construction Regulations issued in terms of the Act before construction work commences and retain a copy of such notification in the health and safety file where such work:
 - a) Involves the demolition of a structure exceeding a height of 3m;
 - b) Involves the use of explosives to perform construction work;
 - c) Involve the dismantling of fixed plant at height greater than 3m;
 - d) Exceed 30 days or will involve more than 300 person days of construction work; and includes:
 - i. Excavation work deeper than 1m; or
 - ii. Working at height greater than 3m above ground or a landing.
- **3.2.1.2** The Contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.
- **3.2.1.3** The Contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

3.2.2 Copy of the Act

The contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on site.

3.2.3 Good standing with the compensation fund or any licensed compensation insurer

The Contractor shall before commencing with any works on site provide the Employer's Health and Safety Representative with a proof of good standing with the compensation fund or with a licensed compensation insurer.

3.2.4 Emergency Procedures

- **3.2.4.1** The Contractor shall submit for acceptance to the Employer's Health and Safety Agent an emergency procedure which include but not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:
 - a) Identifies the key personnel who are to be notified of any emergency
 - b) Sets out details including contact particulars of available emergency services: and
 - c) The sections or steps which are to be taken during emergency.
- **3.2.4.2** The Contractor shall within 24 hours of an emergency taking place notify the Employer's Health and Safety Agent in writing of the emergency and briefly outline what happened and how it was dealt with.

3.2.5 Health and safety file

- **3.2.5.1 The** Contractor shall maintain on site a health and safety file which contains copies of the following:
 - a) Documents required prior to commencing with physical construction activities
 - 1) The Contractor's health and safety policy, signed by the Chief Executive Officer, which outline the Contractor's objectives and how the will be achieving and implemented by the Contractor;

- 2) The notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agree to supply electricity to that electrical installation;
- 3) The letter of appointment as relevant, of the construction supervisor for the site in respect of construction works covered by the Construction Regulations and the registered person responsible for electrical installation covered by the Electrical Installation Regulations;
- 4) A copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installation Regulations;
- 5) The approval of the design of the part of an electrical installation which has a voltage in excess of 1 KV by a person deemed competent in terms of the Electrical Installation Regulations;
- 6) Proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations;
- 7) The preliminary hazards identification undertaken by a competent person;
- 8) The organogram which outlines the roles and responsibilities of the construction supervisor's assistants and safety officers; and
- 9) The contractor's health and safety plan;
- 10) The emergency procedures;
- 11) The procedure for the replacement of lost, stolen, worn or damage personal protective clothing and
- 12) Proof of the contractors if is registered and in good standing with the compensations fund or with a licensed insurer;

4 Appointments and Competent persons

- **4.1** The Contractor shall appoint in writing competent persons to supervise, operate or inspect, as relevant, any of the following;
 - > Assigning of Duties (16.2) by CEO
 - Designation of Construction Work Supervisor (6.1)
 - Subordinate Construction Supervisor (6.2)
 - Health & Safety Representative(s)
 - First Aider Appointment
 - Incident Investigator
 - Risk assessment co-ordinator
 - Emergency Plan Coordinator
 - > Appointment of SHE Officer
 - Excavation Supervisor
 - Lifting Equipment Inspector
 - ➤ Lifting Equipment Operator
 - ➤ Batch Plant Inspector
 - ➤ Mobile Plant Operator

- Hand Tools Inspector
- > Fire Equipment Inspector
- Stacking and storage Inspector
- Concrete Mixer Operator
- Portable Electrical Tools Inspector
- Hazardous Chemical Substances Assessor
- Traffic Accommodation Officer
- Health and Safety Committee Members
- Stacking and Storage Supervisor
- Welding/Flame cutting Equipment Inspector
- Ladder Inspector
- Formwork and Support Work Supervisor
- Formwork and Support Work Inspector
- Scaffold Supervisor
- Scaffold Inspector
- Radiation Equipment Inspector (Troxler)

5. Employer's health and safety agent

The Employer's Health and Safety Agent shall:

- a. Audit the Contractors compliance with the requirements of this specification prior to the commencement of any physical construction activities on the site;
- b. Accept or reject all safety plans, giving reasons for rejecting such plans;
- c. Monitor the effective implementation of all safety plans;
- d. Conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this specification;
- e. Visits the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, Improvement Notices, Contravention Notices and Prohibition Notices.

6. Risk Assessment

The Contractor shall before the commencement of any work on site and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such assessment shall as a minimum:

- ldentify the risks and hazards to which persons may be exposed to:
- Analyse and evaluate the identified risks and hazards;
- Document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic "toolbox talks" or inductions before undertaking hazardous work, to mitigate, reduce or control the risks and hazards that have been identified:
- Provide a monitoring plan; and
- Provide a review plan.

Note: A risk assessment is an important step in protecting workers as well as complying with the law. It helps to focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control measures. The following four steps are recommended:

- 1) Identify the hazards
- 2) Identify who may be harmed and how

3) Evaluate the risks and decide on precautions

4) Record the findings

- i. The Contractor shall ensure that as far as is reasonable practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.
- ii. Notwithstanding the provisions of the fall protection plan, the Contractor shall ensure that:
- All unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced, or barricaded or that similar means are used to safeguard any person from falling through such opening;
- b) No person works in an elevated position, unless that work is performed safely by working from a scaffold or ladder;
- c) Notice are conspicuously placed at all openings where possibility exists that a person might fall through such opening;
- d) Fall prevention and fall arrest equipment is suitable and sufficient strength for the purpose and securely attached.

7. Health and safety plans

The Contractor shall prior to commencing the works to which this specification applies, submit to the Employer's Health and Safety Agent for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted.



FORM 1: WAYLEAVE APPLICATION FORM

Application is hereby made by the undersigned to do work in the road reserve as detailed below. The applicant undertakes to do the work according to the latest edition of the CODE OF PRACTICE FOR WORK IN THE ROAD RESERVE.

No work may commence before a wayleave is issued in respect thereof.

APPLICANT		
AGENCY/DEPARTMENT/PRIVATE:		
CONTACT PERSON:	CONTACT	TEL:
CONTACT CELL:	E-mail:	
CONSULTING ENGINEERS:		
CONTRACTOR:	PROJECT	NO:
REINSTATEMENT ORDER NO:		
PROVISIONAL DATES		
STARTING DATE:	_ COMPLETION DAT	E:
DRAWING NUMBER:		
LOCATION OF WORK (give full details)		
SUBURB:	STREET NAME: _	
STREET (FROM):	STREET (TO	D):
ERF NO'S:		-
HOUSE NO'S:		
EXCAVATION DETAILS:		
LENGTH OF EXCAVATION: RIDING SURF	FACE	_m²: KERBS m²

ASPHALT FOOTW	/AY:	_m² INTERNAL BLOCI	Κ	_m²:	
UNPAVED FOOTV	VAYS	m²			
VICINITY OF THE	IR SERVICES NITY OF THEI	RE AWARE THAT THE , HAVE GIVEN THE AP R SERVICES AND THE	PLICANT THE	EIR CONDITIO	NS FOR WORKING
AGENCY		REMARKS/SIGNAT	URE		
ELECTRICAL					
WATER AND SA	NITATION				
STREETS AND STORMWATER					
PARKS					
TOWN PLANNIN	G				
ESKOM					
TELKOM					
OTHER					
WAYLEAVE CON'		R (office use):			
YES	NO	WAY	LEAVE NO:		
CICNATURE	NAN	AE OF OFFICIAL	DATE DECE	VED.	
SIGNATURE	NAI	ME OF OFFICIAL	DATE RECEI	VED	

FORM 1.1UNDERTAKING/INDEMNITY:



FORM 1.1: UNDERTAKING / INDEMNITY:

I, the undersigned hereby,

- acknowledge the receipt of the forms containing the procedures and conditions pertaining to wayleave applications and understand that it will be my responsibility to contact the relevant service agencies within and outside the area of jurisdiction of Witzenberg Municipality, undertake to adhere to the conditions not applicable to this Department, e.g. TELKOM, ESKOM, etc.
- Undertake to furnish the relevant service agencies with all necessary application forms and information obtained as a result of this application, in order to obtain final wayleave approval and permission to work within the road reserve.
 - Acknowledge that service information is given in good faith and that the accuracy of this information is not guaranteed.
 - Guarantee all backfilling and permanent reinstatement work done by Contractor, for a period of 12 months that will start 14 days after the work is signed off as completed by the Superintendent:
 Streets and Stormwater.
 - Accepts responsibility for all costs associated with the work, including any damage to other services, backfilling and reinstatements of trenches, the cost of any tests that may be required and any claims that may result from the work done by the Contractor until the work is taken over by the Municipality and the permanent reinstatement is completed.
 - Accept the terms and conditions of the aforesaid Code of Practice for Work in the Road Reserve.

SIGNATURE OF APPLICANT	NAME OF APPLICANT	DAT	Έ

FORM 1.2: CERTIFICATE OF INSPECTION AND COMPLETION:



FORM 1.2: CERTIFICATE OF INSPECTION AND COMPLETION

	WAYLEAVE NO:
	COMPLETION NOTICE
The Wa	yleave Control office is hereby informed that:
AND	The work done in terms of the above wayleave has been completed according to the conditions as prescribed in the wayleave.
	The permanent reinstatement has been done in accordance with the specifications in the Code of Practice for work in the Road Reserve.
NAME: Wayle	SIGNED: DATE
	CERTIFICATE OF COMPLETION
and by	perintendent: Streets and Stormwater must sign this form. The signature is just for administrative control no means implies that the work has been done according to the specifications and conditions of the ve. The onus and responsibility of ensuring that the service has been correctly installed, is that of the nt.
	eby certified that the site of the work carried out in terms of the above wayleave was inspected on the late and that:
OR	 The work has been completed; and The site has been cleared and cleaned; and The wayleave holder did the permanent reinstatement and the 12 month guarantee period commences from date.
011	- The wayleave holder did a temporary reinstatement. A Departmental Work order was received from the wayleave holder.
REMAF	SITE INSPECTIONS RKS:
DEPAR	TMENTAL WORK ORDER No. (if applicable): perintendent: Streets and Stormwater was present when the DCP, nucleonic and core tests were done
(see sit	e inspection remarks).
NAME: SUPER	SIGNED: DATE

STREETS AND STORMWATER

WITZENBERG

MUNISIPALITEIT

UMASIPALA

MUNICIPALITY

- MEMORANDUM -

AAN / TO

: MUNISIPALE BESTUURDER

VAN / FROM

BESTUURDER OMGEWING EN GERIEWE

DATUM / DATE

8 September 2020

CERES ROLBALKLUB ERF 1198 PHILIPSTRAAT CERES: VOORGENOME UITBREIDING VAN KLUBHUIS

DOEL

Om die Raad se oorweging vir die goedkeuring van uitbreiding aan bestaande klubhuis te versoek.

AGTERGROND EN BEREDENERING

Die perseel met verbeterings waarop die rolbalklub geleë is is die eiendom van die Raad.

Die rolbalklub is n sportkode wie weens die toenemende belangstelling in die sport 'n behoefte aan verbeterde klubfasiliteite ervaar en het hul reeds op eie koste bouplanne (aanhangsel A) vir die vergroting aan die bestaande ontspanningsarea laat optrek.

Die bestaande gebou beskik oor n rietdak; dog die aanbouing se dak sal van 'n IBR sinkdak voorsien word wat by bestaande dak sal inskakel.

Die beoogde uitbreiding van ongeveer 150m² se beraamde koste beloop R750 000 wat in twee fases voltooi sal word.

Die klub se eie finansiële vermoë is beperk en beoog hulle om eksterne finansiële ondersteuning van onder meer die Nasionale Lotery Agentskap te verkry.

WETGEWING

Wet op Nasionale Bouregulasies en Boustandaarde(Wet 103/1977)

FINANSIËLE IMPLIKASIES VIR DIE RAAD

Minimale verhoogde versekeringspremie ten op sigte van die geboustruktuur (dop versekering)

AANBEVELING

- 1. Dat die Raad goedkeuring van die beoogde uitbreidings aan die klubhuis oorweeg.
- 2. Dat die Raad 'n lang termyn huurooreenkoms met die Rolbalklub sluit.

H TRUTER

BESTUURDER OMGEWING EN GERIEWE

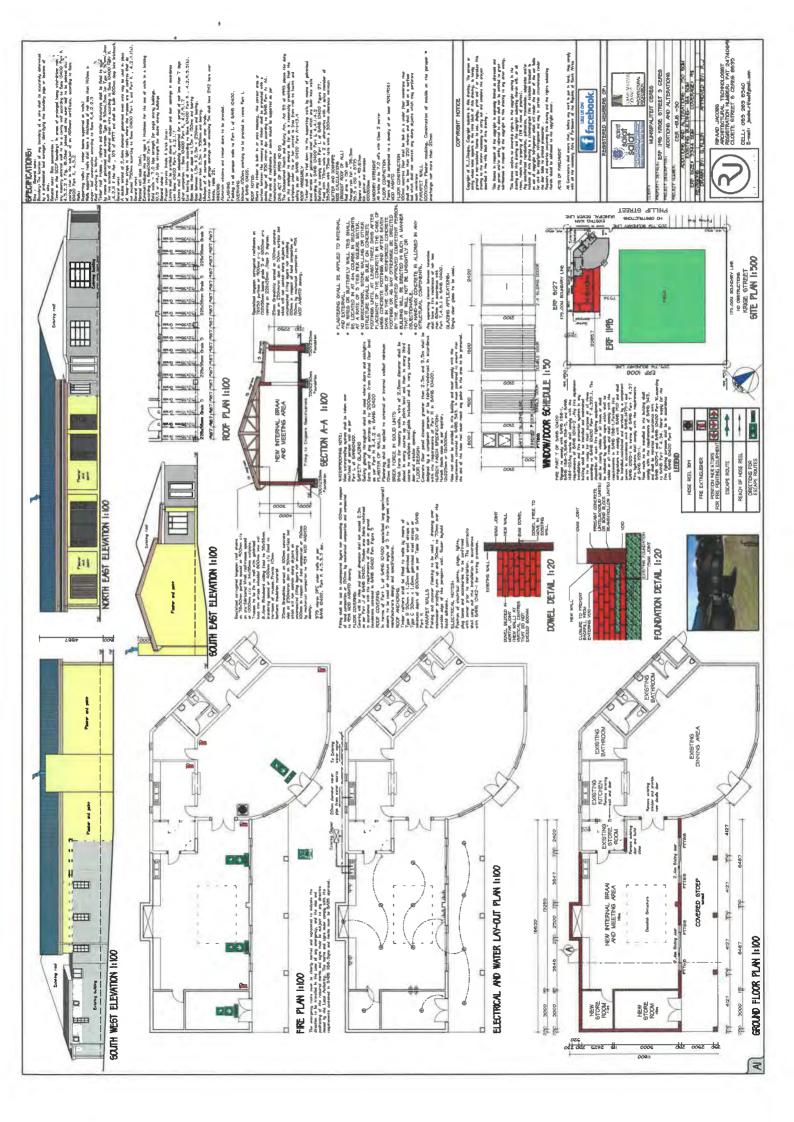
DNASSON

MUNISIPALE BESTUURDER

2 (023) 316 1854

① (023) 316 1877

admin@witzenberg.gov.za





7/1/4/1 WITZENBERG

MUNISIPALITEIT

UMASIPALA

MUNICIPALITY

LEASE OF PORTION OF ERF 1 IN WOLSELEY, OLD MALIKHANYE CRECHE 7 JULY 2020

Purpose:

To request Council's approval for leasing of the building in Pine Valley Wolseley (portion of erf1), also known as the old Malikhanye crèche.

Background:

The building was previously occupied by Malikhanye, an ECD program of Badisa Wolseley. Badisa Wolseley entered into a lease agreement with the Municipality on 1 March 2014. The lease agreement was renewed during 2017 and the current contract expired February 2020. Badisa received funding from the Lotto for erecting a new building for the crèche on portion of erf 1. The new building was officially opened during January 2020.

Current status

The building is currently unoccupied since January 2020 and have been vandalized by community members. Most damage was done to the extra class rooms that were erected on the premise. We had to appoint EPWP staff to safeguard the property.

The building urgently needs to be rented out, to prevent it from being vandalized further and to minimize council's expenses on security services and/or repair to the building.

Recommendation:

- a) That the Committee for Community Development provide inputs regarding the above mentioned
- That Council gives approval for leasing of the building in Pine Valley Wolseley (portion of plot 1) for a period of 3 years.
- c) The property that is to be leased is not required for provision of minimum level of basic services (MFMA Section 14.2 a).
- d) The fair market value is not applicable due to the economic and community value that are received in exchange for the lease of the asset (MFMA Section 14.2 b). Council to consider exemption of rental charges, on condition that we lease the building as it is, and that the lessee do all repair work to the building.
- e) Supply Chain process to be followed.

Submitted by: Socio-Economic Development section





MEMORANDUM

MUNICIPA

2 4 AUG 2020

AAN / TO:

MUNICIPAL MANAGER

VAN / FROM:

ACTING SOCIO-ECONOMIC DEVELOPMENT MANAGER

DATUM / DATE:

24 August 2020

VERW. / REF.:

7/1/4/1

Lease of portion of erf 1, Pine Valley, Wolseley: Old Malikhanye Crèche (7/1/4/1)

Item 7.1 of the meeting of the Committee for Community Development, held on 23 July 2020, refers.

1. Premise

The building was previously occupied by Malikhanye, an ECD program of Badisa Wolseley. Badisa Wolseley entered into a lease agreement with the Municipality on 1 March 2014. The lease agreement was renewed during 2017 and the current contract expired February 2020. Badisa received funding from the Lotto for erecting a new building for the crèche on portion of erf 1. The new building was officially opened during January 2020.

The building is currently unoccupied since January 2020 and have been vandalized by community members. Most damage was done to the extra class rooms that were erected on the premise. We had to appoint EPWP staff to safeguard the property. The building urgently needs to be rented out, to prevent it from being vandalized further and to minimize council's expenses on security services and/or repair to the building.

Subsequently the rental for the building was advertised.

Criteria

The following criteria was stipulated for the application for the rental of the building.

- Applicant must be a registered entity for example a NPO or NGO.
- The utilization of the building must be for the benefit of the broader community.
- Only applications for utilisation of the building for social or community development purposes will be considered
- Locally based organisations will receive preference.
- The building is leased "voetstoots"

3. Applications received

The applications received is attached as Annexures. Below is a summary of applications received:

Name of	Proposal	Does it meet criteria?	Remarks
<u>organization</u>			
Pine Valley Neighborhood Watch	To utilize the building as head quarter for the Pine Valley Neighborhood watch; a station where people can call to with complaints in order for the Neighborhood Watch to react more swiftly on criminal activities. The goal of the neighborhood watch is to ensure more efficient and effective crime prevention services in Pine Valley.	Meet some of the criteria: Not NPO or NGO registered (they have communicated in email that they are busy with registration for a NGO). Locally based organization. Social and community development purpose. Will benefit broader community of Pine Valley.	Main use will be for the benefit of the broader community of Pine Valley. The Neighborhood Watch have indicated that they will pay the monthly municipal account. The Neighborhood Watch will provide opportunity for the "Heilige Tabernakel van God" church to utilize the building.
"Heilige Tabernakel van God" (Holy Tabernacle of God)	To use the building for church ceremonies and church related activities.	Meet some of the criteria: Locally based organization. NPO registered. Will benefit broader community of Pine Valley.	Main use will be for the congregation. The application will however, also benefit the broader community of Pine Valley, due to the indication (email correspondence) that the church will, during the week, utilize the building for a soup kitchen to serve the community. Church will be able to pay the monthly municipal account. Church will give opportunity to the Pine Valley Neighborhood Watch to utilize the building.
Vrolike Vinkies	Develop a youth and adult daycare for persons with disabilities, together with programmes.	Meet some of the criteria. NPO registered Social and community development purpose. Will benefit broader community. Not locally based organization (situated in Ceres).	Will benefit people with disabilities and address a specific need (adult-based persons with disabilities). Vrolike Vinkies will be able to pay the monthly municipal account.

4. RECOMMENDATIONS:

- a) That the Committee for Community Development provide inputs regarding the above mentioned proposals and recommend an applicant for the lease of the Old Malikhanye crèche building to MAYCO and Council
- b) That Council gives approval for leasing of the building in Pine Valley Wolseley (portion of plot 1) for a period of 3 years.
- c) That the property that is to be leased not be required for provision of minimum level of basic services (MFMA Section 14.2 a).
- d) That the fair market value not be applicable due to the economic and community value that are received in exchange for the lease of the asset (MFMA Section 14.2 b). Council to consider exemption of rental charges, on condition that we lease the building as it is, and that the lessee do all repair work to the building.

WITZEN 2 0 AUG 2020 AANSOEKVORM VIR MUNISIPA

Geen fondse beskikbaar

	wie korreenand	ancia gaetuur eese	ned):		
Informasie van applikant (aan	wie konespond	ensie gestuur gaan wo	ord):		
Datum van aansoek	1	3-08-20	20		
ontakpersoon EBEN KAMFER					
Entitelt van applikant (Maatskappy, Alleenmansaak, Vennoo Koöperatief, NPO, Individue)		V P.O			
Adres:	H	OPESTR.	84 PINEVALLEY WOLSELEY		
Pos adres	17	OPESTR.	84 PINEVALLEY WOLSELEY		
Kontaknommer			'5 Epos accounts@trastevere		
)		000000			
s die aansoek vir: (dui aan met "x")	Is die aanso (Dui aan me	ek vir: et "ja" of "nee")	Beskrywing van grond waarvoor aansoek gedoen word (erf nommer of ligging of straat nommer of naam van gebou)		
Vakante Munisipale grond	Huur?	JA	OU MALIKHAME GEBOU		
	Koop?				
funisipale grond met besette	Huur?				
gebou en/of met beskikbare spasie	Koop?				
			rond (u kan additionele inligting in die dokument aanheg)		
Cort beskrywing van voorgestelde pl MAANDAG; ERKI NINSDAG; SOPK NIOENSDAG; BIDU DONDERDAG; UITK		KOMS S V	FONDAG: ERE DIENS		
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F)		15
Besigheld informable (duf aan met "x")	34. J. 4.43.	
Huldige gevestigde besigheid/maatskappy?	Ja	Nee 💢
Beginner onderneming/maatskappy?	Ja	Nee 🔀
Geen onderneming/maatskappy	Ja	Nee 🗡



Huidige gevestigde bestgheld/maetsksppy/kooperatief/NPO	
Hoeveel jaar is die besigheid/entitelt operationeel?	6.TMAR
Wat is die maandelikse inkomste vir die besigheid/entiteit? (voor uitgawes)	R 3000-60
Wat is die totale maandelikse uitgawes?	R 500.00
√erskaf 'n kort oorsig oor die maandelikse uitgawes	letrol, Telefoon
Hoeveel werknemers werk in die besigheid/entiteit?	N.V.T
loeveel kliënte of kontrakte word gediens of produkte verkoop per maand?	N.V.T

Die volgende dokumente moet aangeheg word aan die aansoek as die applikant 'n Maatskappy, Alleenmansaak Vennootskap, Kooperatief of NPO is Sesigheideregistrasie sof belastingklaringsertifikaat is die dokument aangeheg? Ja/Nee Die volgende dokumente moet aangeheg word by alle gansoaks Gesertifiseerde kopie van JD (alle aansoeke) Is die dokument aangeheg? Ja/Nee Is die dokument aangeheg? Besigheldsplan (alle aansoeke) Ja/Nee

Naam van besigheid of individue & kontak informasie	ls hierdie ingesluit in die besigheidsplan?	Ja/Nes
Beskrywing van besigheid (indien aansoeker 'n besigheid/entitieit is) - Tipe besigheid, doelwitte van die besigheid/entiteit - Produk/diens wat die besigheid aanbied	Is hierdle ingesluit in die besigheidsplan?	Ja/Nee
Kliënte basis (indien aansoeker 'n besigheid/entitieit is) - Oorsig van kontrakte of kliënte wat gediens word (teikenmark)	Is hierdle ingesluit in die besigheidsplan?	Ja/Nec
Bestuur - Ervaring van die eienaar/aansoeker - Kwalifikasies of opleiding ontvang	Is hierdie ingesluit in die besigheidsplan?	Ja/Nee
Oorsig van Projekplan vir die Munisipale grond - Erf of straetnommer - Wat die plan behels en wie die teikenmark of kliënte sal wees - Hoe sal die applikant & die gemeenskap voordeel trek; hoeveel werk word geskep - Navorsing gedoen om die lewensvatbaarheid van voorgestelde projek te bepaal - Begroting vir die voorgestelde projekplan - Oorsig van befondsing: volledige beskrywing van hoe plan befonds gaan word	Is hierdie ingesluit in die besigheidsplan?	Ja/Nee
Bestuur ervaring - Ervaring In die voorgestelde projek - Enige opleiding ontvang in die veld van die voorgestelde projek	Is hierdie ingesluit in die besigheidsplan?	Ja/Nes

Neem kennis dat die verkoop van alkohol op munisipale elendom verbode is

Dien asseblief die voltoolde vorm in by die Argiewe Afdeling by 50 Voortrekker Straat, Ceres, 6835 of e-pos aan admin@witzenberg.gov.za

EBEN KAMEER VOLLE NAME IN BLOKLETTERS

05-03-2020 DATUM

Administratiewe Afdeling alleenlik:

	Gemeenskaps- dienste: Rampdienste	Gemeenskaps- Gemeenska dienste: dienste:	Gemeenskaps- dienste:	Tegniese Dept: Strate en storm- water	Dept	egniese Dept:	
		PEO Afdeling	ling Behuising		Stads- beplanning	Riool & water	Elektries
Datum ontvang							
Datum insette gestuur:							

Hiermee wil Die Heilige Tabernakel van God Kerk aansoek doen vir die huur van die ou Malikhanye gebou te Pine Valley Wolseley. Ons sal graag die gemeenskap van Wolseley wil bedien in die saal. Ons verneem reeds dat van die omheining gesteel is en om verdere vandalisme te voorkom wil ons graag so gou as moontlik gebruik maak van die gebou, want dit kan lei tot verdere ongeruimdhede wat ons kinders se lewens kan verwoes. As voorsitter van die Buurtwag sal ek ook die gebou beskikbaar stel vir buurtwag byeenkomste. Ons as Gemeente sal volle verantwoordelikheid aanvaar vir die instandhouding van die gebou sou u ons aansoek aanvaar. Hier is ook 'n voorbeeld van hoe ons tyd sal bestee in die gebou:

MAANDAG: Orkesbyeenkoms

DINSDAG: Sopkombuis

WOENSDAG: Biduur

DONDERDAG: Uitreiking

VRYDAG: Jeugbyeenkoms

SATERDAG: Oop vir rugby - sosiale en gemeenskaplike vergaderings by, Buurtwag

vergaderings

SONDAG: Erediens

Die uwe

Pastoor E. Kamfer >

Cell: 063 338 7545

Certificate of Recognition

It is hereby certified by the leaders of

Heilige Tabenakel van God

NRIC/20121026/1408/12 LISTING NUMBER

OFFICIAL ADDRESS 5 Greymead Street Northpine BRACKENFELL 7560

THAT

Moderator

Theunisen Booysen

Is the recognized Founder of the Church

Pastor

Date:

Date:

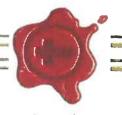
Certificate issued according to the constitution of the church and in the name of the Church Leadership Listed with the National Register of Independent Churches at Pretoria under electronic reference











Deacon

GEREGISTREERDE WOON EN POSAURES

1. Seesa: Se benys van u GEREGISTREERDE WOON. EN

Linden is van edne verander hit, of inden beschdertiede van is transperatries, by, strautneam envor nommer, eins, verander het, moet die getink KENNISGEWING VAN ADRESVERANDERING, wat is salvie agler in die identiellsbokument is, gebruik word om die sebangeing ean te med en moet dit ingedien word by of gepos word een die naare street distrikkantoor van die DEPARTEMENT VAN ENORE ANDSE SAKE.

AND P REGISTERED RESIDENTIAL AND POSTAL ADDRESS.

T. Keep the proof of your REGISTERED RESIDENTIAL AND BOSTAL ADDRESS If the pooker.

2. If you have changed your address, or, if particulars of your present address, e.g. name of street and/or street number, stc., flavishen charged, the NOTICE OF CHANGE OF ADDRESS form is the gootest at the Legwort the Identity, document must be reserved use sharing and it must be handed in at or posted to the meanest and states of the OEPARTMENT OF EICHE AFFARTS.

I.D.No. 720725 5162 08

KAMPER

VOORNAME/FORENAMES

EBEN

GENORTEDISTRIK OF LAND/ DIBTRICT OR COUNTRY OF BURTH

SUID-AFRIKA

EBCORTEDATION/

1972-07-25

DATE ISSUED

1996-10-07

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18 10 100

mentage. do party intallifer to configurate graying in his. coding / 5.19

Riaan Fick

From: Leandra Willemse <accounts@trastevere.co.za>

Sent: Friday, 21 August 2020 10:27

To: Riaan Fick

Subject: FW: Insake: Heilige Tabernakel van God aansoek: Ou Malikhanye creche gebou

Importance: High

Ek wil ook byvoeg dat die Heilige Tabernakel van God die gebou ook gedurende die week gaan gebruik vir 'n sopkombuis en om die gemeenskap te bedien.

From: Leandra Willemse [mailto:accounts@trastevere.co.za]

Sent: 21/August/2020 10:20

To: 'Riaan Fick'

Subject: RE: Insake: Heilige Tabernakel van God aansoek: Ou Malikhanye creche gebou

Importance: High

Goeie dag

Hiermee bevestig ek, Eben Kamfer dat die Heilige Tabernakel van God die munisipale rekening van die Malikhanye gebou elke maand sal betaal. Ek bevestig ook dat ons geleentheid aan die Pine Valley buurtwag sal gee om die gebou te gebruik.

Vriendelike groete

E. Kamfer

From: Riaan Fick [mailto:riaan@witzenberg.gov.za]

Sent: 21/August/2020 10:03 **To:** accounts@trastevere.co.za

Subject: Insake: Heilige Tabernakel van God aansoek: Ou Malikhanye creche gebou

Geagte Mnr Kamfer,

In sake die aansoek vir die huur van die ou Malikhanye crèche gebou.

Kan u asb die volgende bevestig:

- Dat die Kerk die munisipale rekening sal vereffen van die erf& gebou (sou die Witzenberg Raad die aansoek goedkeur)

Kan u ook asb u gesprek rakende die vergunning dat die kerk die buurtwag sal geleentheid gee om die gebou te gebruik (soos per telefoon verduidelik) te bevestig.

Vriendelike groete,

Riaan Fick

Waarnemende Bestuurder: Sosio-Ekonomiese Ontwikkeling

Departement: Gemeenskapsdienste

Witzenberg Munisipaliteit

Tel: 023-316-1854/Faks: 023-316-1877

www.witzenberg.gov.za

MUNIPARTZENBERG

7/1/4/1 Rison

2 0 AUG 2020 **
AANSOEKVORM VIR MUNISIPALE EIENDOM

Die aansoekvorm bestaan uit 3 bladsve (3 afdelings) en moet volledig voltooi word. Indien daar 'n seksie is wat nie van toepassing is vie dan aan "nie van toepassing".

<u>A)</u>							
Informasie van app	likant (aan v	vie korres	pondensie g	estuur gaan wor	d):		
Datum van aansoek			17	August	20.70	,	
Kontakpersoon			M	EBEN	LA	enfel	
Entiteit van applikant (Maatskappy, Alleenmansa Koöperatief, NPO, Individue		skap,	Buc	ertwag			
Adres: Hopestrant 84 Pine Valley Wolfold						Pine Valley Worldy	
Pos adres			Hope	straat		PINE Vister Welster	
Kontaknommer			0633	327545		Epos kavinguantz 2004 mail.	
<u>B)</u>							
Is die aansoek vir: (dui aan met "x")			ansoek vir: an met "ja"		word	ommer of ligging of straat nommer of naam van	
Vakante Munisipale grond	ı	Huur?		Ja	N	Malikhanye gebou	
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Munisipale grond met besette		Huur?		Ta	Walikhanye geb		
gebou en/of met beskikba	re spasie	Koop?	" NEE			NA	
<u>C)</u>		•					
						an additionale inligting in die dokument aanheg)	
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D)				- '/	7 1	Judot 1/2 paper 11 -	
Watter munisipale dienste	word beno	dig vir di	e besigheid	by die Munisip	ale grond	i? (dui aan met "x")	
Elektriese verbinding	X						
Water	X						
Ricol	X						
E) Hoe gaan die voorgestelde grond befonds word? (dui			sipale	Beskryf aang	eduide b	efondsing	
100% ele befondsing	*				40		
Gedeeltelik befonds	γ.			ons h	net s	gean fandse maar is gedeeltelik te befork	
Geen fondse beskikbaar						9	

EK

F) Besigheid informasie (dul aan met "x"	")		
Huidige gevestigde besigheid/maatskappy?	Ja	Nee	χ
Beginner onderneming/maatskappy?	Ja	Nee	X
Geen onderneming/maatskappy	Nee		
G)			
Huldige gevestigde besigheid/maatsk	appy/koöperatief/N	PO	
Hoeveel jaar is die besigheid/entiteit operatione	eel?		hmr

Hoeveel jaar is die besigheid/entiteit operationeel?	bunde
Wat is die maandelikse inkomste vir die besigheid/entiteit? (voor uitgawes)	Creen inkanste gemented
Nat is die totale maandelikse uitgawes?	ons bett in generales wilyber
∕erskaf 'n kort oorsig oor die maandelikse uitgawes	ons belå in gemenskap veilig heid met oms ere fends bv. K1400 per namæk: P5600 p.m
loeveel werknemers werk in die besigheid/entiteit?	ong het 40 Volunteels
doeveel kliënte of kontrakte word gediens of produkte verkoop per maand?	NV

Die volgende dokumente moet aangeheg word aan die aansoe Vennootskap, Koöperatief of NPO is	is as the applicant in manuscappy, Alleen	nnansaak,
Besigheldsregistrasie &/of belastingklaringsertifikaat	Is die dokument aangeheg?	Ja/ Nee
Die volgende dokumente moet aangeheg word by alle aansoel	Ke	
Gesertifiseerde kopie van ID (alle aansoeke)	Is die dokument aangeheg?	Ja/Nee-
Besigheldspian (alle aansoeke)	Is die dokument aangeheg?	Ja/ Nee-

0				
Vereistes vir die inhoud van die besigheldsplan (alle afdelings moet ingesluit word)				
Naam van besigheid of individue & kontak informasie	Is hierdie ingesluit in die besigheidsplan?	Ja/ ļļie		
Beskrywing van besigheid (indien aansoeker 'n besigheid/entitielt is) - Tipe besigheid, doelwitte van die besigheid/entiteit - Produk/diens wat die besigheid aanbied	Is hierdie ingesluit in die besigheidsplan?	Ja/Ne		
Kliënte basis (indien aansoeker 'n besigheid/entitieit is) - Oorsig van kontrakte of kliënte wat gediens word (teikenmark)	Is hierdie ingesluit in die besigheidsplan?	Ja/Ne		
Bestuur - Ervaring van die eienaar/aansoeker - Kwalifikasies of opleiding ontvang	Is hierdie ingesluit in die besigheidsplan?	Ja/Ne		
Oorsig van Projekplan vir die Munisipale grond - Erf of straatnommer - Wat die plan behels en wie die teikenmark of kliënte sal wees - Hoe sal die applikant & die gemeenskap voordeel trek; hoeveel werk word geskep - Navorsing gedoen om die lewensvatbaarheid van voorgestelde projek te bepaal - Begroting vir die voorgestelde projekplan - Oorsig van befondsing: volledige beskrywing van hoe plan befonds gaan word	ls hierdie ingesluit in die besigheidsplan?	Ja/N e		
Bestuur ervaring - Ervaring in die voorgestelde projek - Enige opleiding ontvang in die veld van die voorgestelde projek	Is hierdie ingesluit in die besigheidsplan?	Ja/N a		

Neem kennis dat die verkoop van alkohol op munisipale eiendom verbode is

Dien asseblief die voltooide vorm in by die	Argiewe Afdeling by 50	Voortrekker Straat,	Ceres, 6835 of e-p	os aar
admin@witzenberg.gov.za	do		·	
1	11			

VOLUE NAME IN BLOKE ETTERS

HANDTEKENING

7 7 00

Administratiewe Afdeling alleenlik:

	Gemeenskaps- dienste: Rampdienste	Gemeenskaps- dienste: PEO Afdeling	Gemeenskaps- dienste: Behuising	Tegniese Dept: Strate en storm- water	Tegniese Dept: Stads- beplanning	Tegniese Dept: Rioo! & water	Tegniese Dept: Elektries
Datum ontvang							
Datum insette gestuur:							

GEREGISTREERDE WOON-EN POSADRES

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REGISTERED RESIDENTIAL AND POSTAL ADDRESS

T. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS In the pocket.

2 If you have changed your address, or, if particulars of your present address, or, if no or particulars of your present address, or, if no particulars of your particular and the form of the particular of the ADDRESS form in the particular at the back of the benefity document must be used to record the change and it must be handed in at or posted to the nearest regions its section of the DEPARTMENT OR HOME APPARES.

I.D.No. 720725 5162 08

KAMFER

VOORNAME/FORENAMES

EBEN

DESIRECT OR COUNTRY OF BERTH

SUID-AFRIKA

1972-07-25

DATUM UTTERREIK DATE ISSUED

1996-10-07

45000

1 8 AUG 2010

y le gewysig is nie.



Proposal Application – Malikhayne Crèche Pine Valley

Contact Persons: Chairperson - Eben Kamfer: 063 338 7545

Vice chair - Willem Januarie: 079 596 8098

Coordinator - Kevin Swarts: 082 885 1929

Management Structure

Chairperson: Eben Kamfer

Vice chair: Willem Januarie Secretary: Ludine Cloete Treasurer: Louis Karelse

Assitant Secretary: Akhona Madani

Additional members

- Esmeralda Maarman
- Maxwill Andrews
- Saralene Botha
- Ryno Sigila

Background

This year 8 March 2020 Mr. Kevin Swartz a member of the South African Police service, who grew up in this area mobilized a group of people from the community involving some spiritual leaders (Pastors), woman and men as well as the youth to get involved in this neighbourhood watch initiative that strive to work together with the local Police station to build a safer community.

The increase in crime serious crimes such as murders, armed robberies, drug dealing, house breakings and theft, cable theft, assault, domestic violence and rape and community vandalism of municipal assets such as the sports ground facilities that was totally destroyed by criminal elements that hide out in our community. The need for community crime prevention initiative was birth that involved the local citizens of our community of Pine Valley, which is when the Pine Valley Neighbourhood watch was formed.

Our crime prevention initiative immediately made a huge impact in our community. When the Police station Commander welcome the team on the ground within 2 weeks crime in our community was reduce.

Membership

Our members are very loyal, discipline, dedicated and takes their duties seriously. Members of the Pine Valley Neighbourhood Watch is open to all above the age of eighteen (18) who reside in the area. The neighbourhood watch consists out of ⁺ 40 male and female members. All our members are active, responsive and dedicated towards the neighbourhood watch. It is the responsibility of members to stay informed about issues in their neighbourhood and community.

Objectives

- Safer streets and homes, community and stronger relationships with law enforcement.
- Foster a spirit of public awareness within Pine Valley community regarding safety, crime prevention and the protection of community members and their property.
- Encourage the community to work closely with the neighbourhood watch and Wolseley Police and any other Police as defined.
- Ensure that the Pine Valley Neighbourhood Watch acts within the framework of the law.
- Assist the Police in any lawful manner concerning the prevention of crime in Pine Valley.

Application for the Malikhanye crèche

4

Our neighbourhood watch want too continuous to work and make a difference in our community but we need the support from our municipality to set up a headquarters because we don't have any place to drive our initiative from and we believe that this facility will enable us to be so much more efficient and effective in our community crime prevention efforts.

South African Police Service



Suld-Afrikaanse Polisiediens

Private Bag X4 WOLSELEY 6830 TEL: (023) 231 8000 Fax: (023) 231 8022

YOUR REFERENCE/U VERWYSING:

THE STATION COMMANDER

WOLSELEY

MY REFERENCE/MY VERWYSING: 27/5/2/1

ENQUIRIES/NAVRAE:

CAPT DC FARAO

2020-08-19

TEL. NR.:

023-231 8001

TESTIMONIAL LETTER FOR PINEVALLEY NHW: WOLSELEY

1. This office would like to bring the following under your attention:

2. Pinevalley Neighbourhood watch is an establishment for the community of Wolseley, out of the community of Wolseley.

3. They was established during 2020 and are currently a group of 40 dedicated members of this community, without prejudice serving every member of this community in their fight against

4. They do this duty and the responsibilities attach to it, without money or any allowances and they don't ask for any of it, they do it on a voluntary basis.

5. What is a fact, is that property crime such as housebreakings and thefts and violent crime like robberies and armed robberies, significantly dropped due to the involvement of this members.

6. What is genuine also about them as a group, is that they use their own equipment to make Wolseley a safer place to live for everyone.

7. They will be better of service to the community if they can have a office or structure to work from as there is currently no gathering point for them or office, which they can call their own.

I hope this testimonial letter will help them in their efforts to get the necessary accommodation they so urgently require.

Thank you in advance.

... CAPT DC FARAO : WOLSELEY STATION COMMANDER

SUID-AFRIKAANSE POLISIEDIENS STASIEKOMMISSARIS

19 AUG 2020

STATION COMMANDER WOLSELEY

SOUTH AFRICAN POLICE SERVICE



Msuthwana Holdings (Pty) Ltd

Reg. 2019/334840/07

22 Stamper Street, Wolseley, Western Cape, 6830

18 Augustus 2020

Witzenberg Munisipaliteit Voortrekkerstraat 50 Ceres 6835

Insake: Munisipale Gebou in Wolseley Beskikbaar vir verhuring: Ou Malikhanye Gebou in Pine Valley (Gedeelte van Erf 1): Ondersteuning vir aansoek van Pine Valley Neighbourhood Watch

Bogenoemde aangeleentheid het betrekking.

Hiermee bied ons onderneming graag ons ondersteuning vir die aansoek om verhuring en beskikbaarstelling van die Ou Malikhanye Gebou in Pine Valley aan die Pine Valley Neighbourhood Watch.

Die Pine Valley Neighbourhood Watch is 'n belangrike skakel in die Pine Valley gemeenskap, wat deur hul programme en gemeenskapswerk, grotendeels bydra tot misdaad-bekamping, gemeenskapsveiligheid en die uitbou van sosiale harmonie in Pine Valley.

Dit is ons observasie dat geweld en ander misdade drasties afgeneem het in Pine Valley, sedert die stigting van die Pine Valley Neighbourhood Watch in Maart 2020.

As plaaslike onderneming, ondersteun ons dus graag hul aansoek vir die verhuring van bogenoemde gebou.

Ek hoop u vind hierdie skrywe in orde.

Vriendlike groete,

Lennox Tsepo Plaatjies

Besturende Direkteur

Msuthwana Holdings (Pty) Ltd

22 STAMPER STREET WOLSELEY WESTERN CAPE, 6830



Name & Surname	Address	Signature
Petros Mo	db 11	1stod/a
Toolar Close	Vigilance Str. 14	J. Clarles
Mia Sigila	Vigitante Str. 10	M. Sigila
Migra Bugal	Pink Strant 1	M. Dugal
Vera Cierran	line Straat 10	V. Liewah
Belinda Lieman	Pine Straat 10	B. Cieman
Un-inge September	x line Straat 10	L. September
Ronaldo Vieman	Pine Straat 10	R. Lieman
Khaya Steenlamp	Pine Straat 10	K. Steenkamp
Ziyanda Louw	Pine Stract 12	Doctor 1
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August Wolde	Pipe Sulbana Sty. 21	
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Valerie Majola	line Str. 22	V.Majok
Bongani Majala	Pine Str. 22	B.Majola
Viola Sulvice	Pine. Str SulTNA	5 V Jahuis
Wary Huisies	Boszaria Str. 12	M. Huisies
Dorothia De Bruin	Pine Straal 20	B. De Bruin



Name & Surname	Address	Signature
Olivia Paylse	MPK 11	O Paylse
Paylicia Paulse	MPKIL	P.Paylse
Elsie Gess	Zwelitcho jb. 16	E. B/682
Maria Filander	Boston Christies Krack	M. filandex
Colin Bless	Sultana Str. 15	C B/858
Randall Vermoulen	Glocken Jaan	f. Nexmonler
Sophie Jamela	Zwelitchaster. 12	S. Somela
Julene Cedras	Zwelitzha Str. 10	J Cedras
Esmerelda Solomons	Zwelitcha Str. 10	E. Solomon
Aletta Jacobs	Zweitcha Str 7	Admirab
Vivian Maurquether	· Thardanani Str. 36	1. Wangskher
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Emely Adaya	Zwelitsha Str S	EMpliner
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Katriana Scaris	LAKasie Street B3	10. Segens
Wilma Franc	Bosania Str 10	les Frans
Wini Win	Madani 220	WHMin
Paulina Bless	Boszaria Sta. 19	P. B/055
Thami bless	Boszaria Str. 19	T. Bless
Johns Mous	Bossaria St. 19	J. Mars
Lizel Qundana	Roszaria Str. 18	· Pol
Makwedini Qundana	Busaria Sta. 18	(A)
ALHON Marja Sigila	Bossaria Str. 16	Migula
Monique Stoffels	Buszaein Str 8	Molels
Maria Strus	Pine str 8	Minis
ina Martin	Cossaria Str. 3	1 Maintin
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Shaunice Paulse	Sulfana Street 19	S Paulso
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CARMEN SWARTZ	MADANI SE135	CSINCES
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Name & Surname	Address	Signature
L. Claele	PINEValley	Macreel
A Ruben	SA NPK 4	RA.
Madiath	Afrika Str. 12	Michael L
C. TBOKLAND	MADIBA STE 38	abotional.
V. JOHANNES	ZWELITSHA STR3	K.
D. aiphant	LOOPSTR 9. PINE-VALLEY	Oliphark
Magriana Andrews	Coop straat "	M. Andrews
Colonesia Arnolds	LoopStragt 7	CHRWOlds
Sarah Mamile	Loop Stroot 3	S. Neamile
Mcchaire Hill	Wastrac be	M - H111
Johna Munnik	Loopstract,	J. Munnik
Michael Phaswar	Plac Valley 24 porter	Man
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ANONUYO MEUNGOUR	22 Porter straat	Klass
Lumka Mannawatha	22 Porter straut	L. Mandray THY
Jason Kitcane	salorier STr	kil.
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Natasha Carelus	Portexstroat 15	1) Caroly
Billy Van Roagen	Porteritroat 14	B V. Rooyen
Leberca Van Roojen	Partershaut 14	Ly Rooden
H. SIGKA	Porter Ste 15	(12)
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Cedic Zeeman	Madiba 37	C. Zeeman
Clizabeth Roberts	Madiba Str. 39	E. Roberts
Haveren Baron	Midiba Str 39	A Baron
Elaine Roberts	Midiba Str. 39	5. Roberts



Name & Surname	Address	Signature
Remay Booyson	Hope Str 44 Pine Valley	-RiBoSa.
Lu-feur Macubs	Simpmulele)	JE-FRICODS
Suranda Swarts	Thandanani Sizi	1) wents
Lizte Swarts	Theindanoni Strzi	District to
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Izna Muller	Rose Str s	I.Muller
ELLE STORM		G. STORM "
Johanna Abrahams	Malibonque 53	J-Albrahams
BABANA Mpajohi	MADANI-82	Barulet
Monica Madyoli	Madani Str. 84	M Mayoli
	Vigilante Ut.	D Squal
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Sylvia Sanda	Vigitanto Str.	N. Sanda
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	malibonique 48	R. Oclchins
	Masibulele Str31	1000
Yolanda Pacitico	Masi bullestr 29	Y. Placetjes
Tomson Plooties	Mosibulelesbrag	T. Plaoties
Mercia Handricks	Midayi Stract 122	MI
Christing Lauw	feach 21.11	C. Jams.



Name & Surname	Address	Signature
Leon Tibus	Hope Straat 46	L. Tilus
Franconay Styde:	Sonnable 37	P Snyders.
Maria Cratant	Hope Stra. ZK2665	Z. Colont
Sally Smit	HODO SH. 39	S. Smit
Eyelik Williams	Hope 14 38	E-licions
10STER MAKIDIO	HopesTRSO	Amakalis
Lea Philander	Medoni 115	- Phylograde
SIYABULELA WOAMANE	MADIBA STRI 40.	
Naio ENEINE Naut	Rose House	MYRIOTA.
Inelia monette	Porterista de 1	Henry
Zarina Swapts	Madani 178	dunck
Dawid SWARIZ	madani 55	OSwaris
Climon Jansen	178 Madani	Clarses
Grentryda Hardnek	176 Meidan	Cr. Hardneck
Jimmy Goliath	176 Madani	J. Goliata
Freek Robertson	180 madani	F. Coberson
Theolene Robertson	180 madani	T. Robertson
Alison Titus	182 Madani	at the
Annie Titus	182 Modani	Andy



Name & Surname	Address	Signature
Magdelena Kescoor	7 Sultana Str	MESTOR
M. S. pagler	9 Sultara Str	ANS DOS
W. Sporter	9 Sultang Str	we will
W.G. Spagter	9 Sultanastr	W. Gspogter
Chezuidenhaut	9 Sultanastr	C.Bezyidenhout
Jspagter	9 Sultana etr	J.Spogter
H. Letlabika	12 Sultary str.	12
A.B. Sanda	36 Madani str	E
Grace Visagie	Syllani St. 22	G VIDA SASE
N. de Brayn	7 Hope Str.	Pay
M. Booi	Vegiland 15	
Charlene Desember	Hope ste 9	C. besember
B. Solomons	HOPE STE 11	B Solomons
Winggon Magnet	Mope Str 25	m.fsoldsteym
WID STON WAGET	Porter SIR 36	100
Davidone Mitchell	Hope str 32	D. Mitchell
Marozgan Ankonie	Hope ch 33	M. Antonie
Arika Lokkening	Hope ext 21	A. Lokking
JACCOUNT SOUNDANDR	Madari 198	An
Bettie Botas	Hope Str. 39	P Bafai



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Matroos Str. 12	Juana 9
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Riaan Fick

From: Leandra Willemse <accounts@trastevere.co.za>

Sent: Friday, 21 August 2020 11:52

To: Riaan Fick

Subject: RE: Insake: Pine Valley Neighborhoodwatch aansoek: Ou Malikhanye creche gebou

Ons is huidiglik besig met die NPO registrasie proses.

From: Riaan Fick [mailto:riaan@witzenberg.gov.za]

Sent: 21/August/2020 11:14

To: Leandra Willemse

Subject: RE: Insake: Pine Valley Neighborhoodwatch aansoek: Ou Malikhanye creche gebou

Geagte Mnr Kamfer,

Is Pine Valley Neighborhood Watch 'n geregistreerde entitieit (soos 'n NPO of NGO)?

Vriendelike groete,

Riaan Fick

Waarnemende Bestuurder: Sosio-Ekonomiese Ontwikkeling

Departement: Gemeenskapsdienste

Witzenberg Munisipaliteit

Tel: 023-316-1854/Faks: 023 -316-1877

www.witzenberg.gov.za

From: Leandra Willemse [mailto:accounts@trastevere.co.za]

Sent: Friday, 21 August 2020 10:24

To: Riaan Fick

Subject: RE: Insake: Pine Valley Neighborhoodwatch aansoek: Ou Malikhanye creche gebou

Importance: High

Goeie dag

Hiermee bevestig ek, Eben Kamfer dat die Pine Valley buurtwag die Munisipale rekening van die Malikhanye gebou elke maand sal betaal. Ek bevestig ook dat ons geleentheid sal gee vir die Heilige Tabernakel van God Kerk om die gebou te gebruik. Ons wil die gebou gebruik as 'n stasie waarheen mense kan bel met klagtes sodat die buurtwag vinnig kan reageer op kriminele aktiwiteite en die polisie vinniger te kan ontbied.

Vriendelike groete

E. Kamfer

From: Riaan Fick [mailto:riaan@witzenberg.gov.za]

Sent: 21/August/2020 10:06
To: accounts@trastevere.co.za

Subject: Insake: Pine Valley Neighborhoodwatch aansoek: Ou Malikhanye creche gebou

Geagte Mnr Kamfer,

In sake die aansoek vir die huur van die ou Malikhanye crèche gebou.

Kan u asb die volgende bevestig:

- Dat die "Pine Valley Neighborhood Watch" die munisipale rekening sal vereffen van die erf& gebou (sou die Witzenberg Raad die aansoek goedkeur)

Kan u ook asb u gesprek rakende die vergunning dat die buurtwag die Heilige Tabernakel van God Kerk sal geleentheid gee om die gebou te gebruik (soos per telefoon verduidelik) te bevestig.

Vriendelike groete,

Riaan Fick

Waarnemende Bestuurder: Sosio-Ekonomiese Ontwikkeling

Departement: Gemeenskapsdienste

Witzenberg Munisipaliteit

Tel: 023-316-1854/Faks: 023-316-1877

www.witzenberg.gov.za

APPLICATION FORM FOR MUNICIPAL PROPERTY

The following application form consist of 3 pages (9 sections) and must be fully completed. If there is a section that is not applicable, indicate "not applicable".

A)	-appineapie	THURSDAY.	HUL	TO THE STATE OF			
Information of app	licant (to whor	n correspond	lence w	ill be sent):			
Date of application:		13 Aug	13 August 2020				
Contact Person:		Andeline Coetzee					
Entity of applicant (Company, Sole Proprieto Co-operative, NGO, Indivi		Vrolike	Vrolike Vinkies				
Address:		Barlink	Barlinka street Ceres 6835				
Postal address		Ро Вох	588 (Ceres 6835			
Contact Number:		023316	0233161292			vrolikevinkies@telkomsa.net	
B)					-	Description of land applied for	
Is the Application (mark with an "x")		is the	applicate wit	ation for: th "yes" or "no")		Description of land applied for (erf number or location or street number or name of building)	
Vacant Municipal Land		Renting?					
		Buying?					
	Municipal land with occupied buildings on and/or with available		yes		N	falikhanye building in Pine Valley	
space		Buying?					
C) Short description of pro	posed plan for	the applied	munici	ipal land (you ma	y attacl	additional information to this document)	
disabled people. S meal. With the hel	So that the	y can de	velop	skills throu	ghoul	ate to start a daycare for adult t the day and also get a stimulated can develop well.	
D) What municipal services	is needed for	the busines	s at the				
Municipal land? (mark w							
Electrical connection	X						
Water	X			_			
Sewage	X						
E) How will the proposed p		nunicipal lan	d be	Describe indic	ated fu	nding	
funded? (mark with an ")	(") 			10/2		and the same Country and	
100% own funding				fees. People	will pa	ing through functions and aid a amount for food and subsidy are also a income.	
Partially funded							
No funds available							
			_				

Business information (mark with an	"X")	
Current established business/company?	Yes X	No
Start-up business/company	Yes	No
No business/company	Yes	No

Current established business/company/co-operative/NGO	
How many years have the business/entity been operational?	20 years
What is the monthly income of the business/entity? (before expenditure)	150 000-00
What is the total monthly expenditure?	130 000-00
Provide a short overview of the monthly expenditure items	Salaries Food Project cost- petrol,resources etc. Admin- electricity,municipal rates, telephone
How many employees work in the business /entity?	22 workers
How many clients or contracts do you service or sell products to per month?	

 The following documents must be attached to the application Partnership, Co-operative or a NGO 	n if the applicant is a Company, Sole Prop	rietor,
Business registration &/or tax clearance certificate	Is this document attached?	Yes/No
The following documents must be attached by all applicants		1
Certified copy of ID (all applicants)	Is this document attached?	Yes/No
Business plan (all applicants)	Is this document attached?	Yes/No

Requirements for content of the business plan (all sections must be include	d)	
Name of business or individual & contact information	Is this included in the business plan?	Yes/No
Description of business (if applicant is a business/entity) - Type of business, goals of the business/entity - Product/service that the business/entity offer	Is this included in the business plan?	Yes/No
Client base (if applicant is a business/entity) - Overview of the contracts or clients that are you servicing (target market)	Is this included in the business plan?	Yes/No
Management - Experience of the owner/applicant - Qualifications or training received	Is this included in the business plan?	Yes/No
Overview of Project plan for the municipal land - Erf number or street number - What the plan entail& who the target market or clients will be - How will the applicant & community benefit& how many jobs can be created - Research conducted to determine viability of proposed project plan - Budget for the proposed project plan - Overview of funding: comprehensive description of how plan will be funded	Is this included in the business plan?	Yes/No
Management experience - Experience in the proposed project - Any training received in the field of the proposed project	Is this included in the business plan?	Yes/No

Note that the selling of alcohol from municipal property is prohibited

Please submit the completed form at the archives department at 50 Voortrekker Street, Ceres, 6835 or e-mail it to admin@witzenberg.gov.za

Andeline Coetzee
FULL NAME IN BLOCK LETTERS

15 08 2020 DATE

Vrolike Vinkies

Pre-Primary Educare Centre & Support Group Adres/Address: Contact Details" Landline:: 023-3161292 Die Eilandvakansieoord Barlinka street Mobile: 0787375186 PO Box: 588 Email:vrolikevinkies@telkomsa.net Cares Registration Partial Care C6790 NPO Registered 021-498 SARS -CLEARANCE-Good standing

12 Augustus 2020

Witzenberg Munisipaliteit

Vir wie dit behaag.

Na aanleiding van die advertensie geplaas 6 Julie 2020 (Ou Malikhanye Gebou)

Hiermee wil ek namens bogenoemde instansie versoek dat ons aansoek om bogenoemde ingedien by argiewe kantoor op 8 Februarie 2020 moet gebruik word vir die advertensie geplaas 6 Julie 2020 (Ou Malikhanye gebou)

Hoop dit is aanvaarbaar aangesien ons reeds 'n volledige aansoek gerig het vir bogenoemde.

By Voorbaat dank

Die uwe

future

Mev Andeline Coetzee (Bestuurder)

VROLIKE VINKIES

Te: 623.316 1292 To Email: vrolikevinkies@teikomsa.net Bridge Street, Posbus 588

Develop the Cares, 6835 NPO: 021-498

********** ***************************** ***********

Witzenberg Municipality Property Application

From

Vrolike Vinkies 2020



************ *********************

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Reviewed constitution	4
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NPO Certificate	8
Mental Health License and Certificate aof membership at Western Cape Forum for disability	9
Certify ID Copy of applicant	10

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*

Administration section only:

	Community services: Disaster Management	Community services: LED Department	Community services: Housing	Technical Dept: Streets and stormwater	Technical Dept: Town Planning	Technical Dept: Sewage& water	Technical Dept: Electrical
Date received:							
Date inputs submitted:							

Vrolike Vinkies

Pre-Primary Educare Centre & Support Group



Witzenberg Munisipaliteit Ceres 7 Februarie 2020

Geagte Riaan Fick

Verlede jaar Desember het Badisa Wolseley ons besoek rondom die gebou in Pine Valley wat hul afgee die 29 Februarie 2020. Op grond daarvan wil ons graag 'n versoek rig aan die Munisipaliteit om die gebou oor te neem vir die Volwasse dagsorg vir mense met 'n gestremdheid. Die volgende redes is voorgehou deur die gemeenskap van Wolseley:

- 1. Statistieke toon dat baie mense met 'n gestremheid nie in instansies is vir ontwikkeling nie.
- 2. Dat Wolseley gemeenskap baie uit die sisteem gelaat is.
- 3. Werk skepping 'n formaliteiet is.
- 4. Skills programme vir die mense met 'n gestremheid aangebied kan word.
- 5. Dat hul ook gereeld besoek kan word van profesionele mense.
- 6. Ons het 2019 'n inligting sessie met Departement van Sosiale Ontwikkeling gehad en die proses om die dagsorg vir volwassenes te begin is aan die rol gesit.
- 7. Sessies met Scenacio is begin mee,. Ek heg die proses aan hierdie brief waar die voorlegging gedoen is aan Departement Sosiale Ontwikkeling.
- 8. Hulle het my genader om te vra hoe ver die proses is.

Ek was onder die indruk Badisa so reel dat ons 'n vergadering met u opsit rondom die proses.

Kan u dalk 'n datum vas maak wanneer ons kan gesels asseblief.

By Voorbaat Dank

Andy Coetzee



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ADULT DAY CARE PROJECT FEEDBACK

By Ruth Boshoff & Barbara Foguet 8 November 2019

PURPOSE OF PRESENTATION

- Clarify Project
- Insight On Analysis Of Findings
- Update On Progress
- Planning Forward

ABBREVIATIONS:

- ADC Adult Day Care
- Special Care Centre

Individual Assessment

- **Needs Analysis** - AN
- Open Labour Market OLM -
- Persons with Disabilities - QMd
- Transfer Payment Agreement



PURPOSE

Improved physical and emotional well-being of people with disabilities who live in Impoverished communities throughout South Africa

VALUES

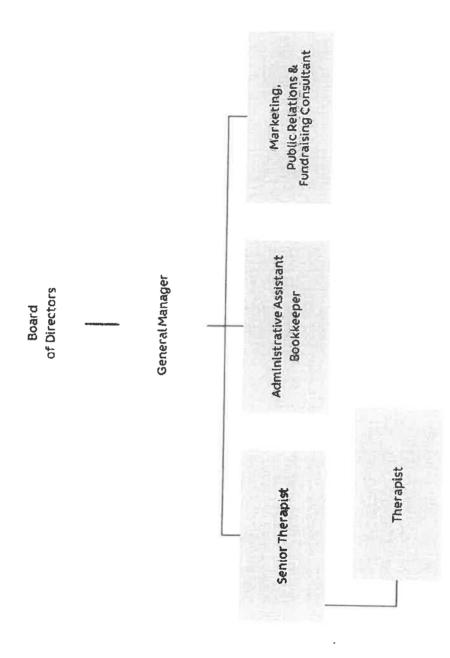
Adaptability, Respect, Care and Commitment with integrity

BENEFICIARY PROFILE

People with disabilities who live in impoverished communities throughout South Africa

 $(\)$

ORGANOGRAM



TIMELINE

ROADMAP 2019 -



Initial Visit

Needs Analysis

Individual Assess-ment

Training Develop

Combine

Process to be

determined

Develop

information from NA & IA Prioritise

Monitoring &

Evaluation

Develop Prepare

Conduct

eto -Mar 20

Follow Up

Research Create forms

Research

Introduced

by DSD Explained

ACLS Adapted Consent obtained

Observations

process and

aims

2-4 days

each

Interviews

Consolidate Assess

> Feedback & verification

48 ×8

9

CENTRES ON HOLD:

Different process due to distance.

Five day visit (Jan/Feb): - Needs Analysis

- Feedback & Verification

EPILEPSY SA - KNYSNA

- Individual Assessments

Separate trip for training workshop

 Awaiting contact & introduction by DSD in order to initiate planning 2020.

Renovations

To complete NA and IA in 2020

Not a registered ADC yet

Await venue and employment of carers

KWANOTHEMBA - KHAYLITSHA

VROELIKE VINKIES
- CERES



GUIDING PRINCIPLES

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OCCUPATIONAL	-	PHILOSOPHY
Ö		



Health & Well-Being through Occupation



Barriers exist in society/environment, disability is not

Uphold Rights of PWD

seen as the barrier

· Inclusion in society; equality; equal opportunities

Respect for dignity and autonomy Universal accessibility

PAPER ON DISABILITY)

DISABILITY POLICIES UNCRPD & WHITE

SOCIAL MODEL OF DISABILITY

NUMBER OF STAFF & BENEFICIARIES

TOTAL	29	249
83	4	30
C7	м	12
90	75	35
C5	4	24
C4	7	40
23	, 9 *	*29
2	4	49
ວ	М	30
Centre	Carers	Beneficiaries

* Projected numbers: Centre C3 not yet functioning

Knysna excluded

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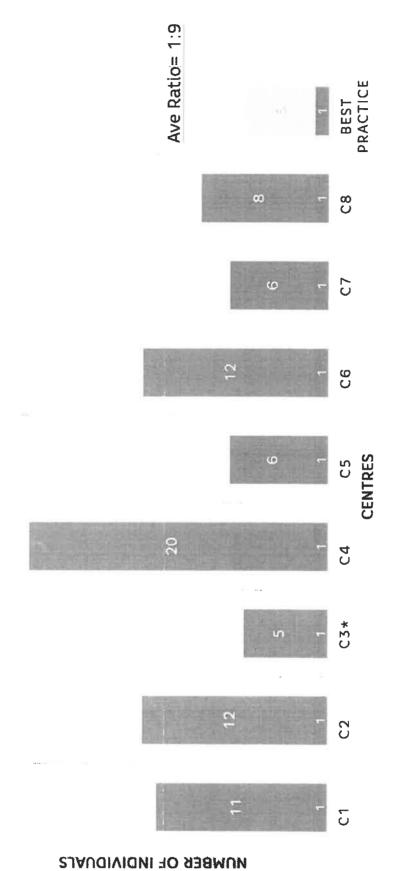
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STAFF: BENEFICIARY RATIOS

10

■ Carer ■ No. of Beneficiaries



* Projected numbers: Centre C3 not yet functioning

EDUCATIONAL BACKGROUND

ADC STAFF

Manager/Coordinator

Social Worker/s (4)

STAFF STRUCTURES:

Carers (6)/ Teachers (1)/ Facilitators (1)

Cook (5)

Management : Some tertiary

Staff: Grade 12, short courses/workshops, Home-Based

Care, NQF Levels?

No accredited ADC training or minimum requirements

Ratio's vary from centre to centre (no norm)

Carer posts not funded by DSD

Salaries vary – minimum wage or below

POSTS

SCC versus ADC - Little recognition and value

High staff turnover

HEALTH

ADC CARERS - DUTIES

PROGRAMME ACTIVITIES

بشميده و متعد برياد

Plan activities within themes, specific to needs

Implement daily activities

Adapt & adjust activities according to disabilities

Assist with daily self-care

Toileting / changing napples

INDIVIDUAL

SUPPORT

Feeding & drinking

Oral Hygiene

Dressing & grooming

Monitor health daily

Assist with clinic/hospital visits

Home visits

Assist in residential home

ADDITIONAL TASKS

Cleaning

Record-keeping Staff meetings

Fundraising & budgeting IDP/Progress reports

BENEFICIARIES

220 beneficiaries across 7 centres

Ages 16 - 83 years

Wide range of disabilities/impairments/conditions

Physical, intellectual, neurological, psychiatric, genetic,
 CDLs (Chronic Diseases of Lifestyle)

Secondary/co-morbid complications.

Congenital / Acquired.

Wide range of levels of functioning and independence

Level of support needed from carers varies

Unable to participate in OLM / Protective workshop

HEALTH CONDITIONS

TYPES OF IMPAIRMENTS OR CONDITIONS:

Intellectual Disabilities
Cerebral Palsy
CVA/Strokes

Visual Impairments & Blindness Foetal Alcohol Spectrum Disorder Autistic Spectrum Disorder Downs Syndrome Spectrum

ADD/ADHD Foilensii

Epilepsy Huntington's Disease

Retinis Pigmentosa

Deaf-Mute

Psychiatric Mood Disorders (Schizophrenia, Bipolar, Depression, Post Traumatic Stress Disorder, Personality Disorders)

Dementia

SECONDARY HEALTH CONDITIONS OR COMPLICATIONS:

Challenging Behaviour

Epilepsy

Contractures/Deformities/Pressure Sores

Chronic Diseases of Living: Diabetes Type 2, Arthritis, Hypertension, Oedema

Cataracts/ Glaucoma

Hypothyroidism Skin Conditions

Oral Hygiene

Anxiety

HIV/AIDS

Disorientation

Depression

Psycho-motor control

BENEFICIARY SUPPORT NEEDS

Levels of support needed vary from individual to individual

TYPES OF SUPPORT:

Total Support

Verbal prompts & Hand over Hand assistance

demonstration

Verbal prompts and cues

Visual Supervision

Independent

CURRENT ADC PROGRAMMES

Consists of:

- Intake
- Activity Timetable (daily/weekly/monthly)
- Self-care activities
- Linking with services
- · Monitoring & Development



STRENGTHS

Beneficiaries

Want to be at ADC
Feel Safe
Good Attendance
Love and Care Relationships
Receive daily resources (food

Identify need for programme

Want to learn

Values & Vision

Passionate & Dedicated

Committed Carers

Board & Management

Access to Social Workers

Volunteers

Supportive Environment

External/Environment

Large Spaces
Outdoor areas
Safe environment
Stay on premises
Organisation& Transport
Additional Funding
Access to Health Facilities



and beverage, toiletries,

donations)

CHALLENGES

Beneficiaries

Individual support needs Abuse and Discrimination Participation & Leisure Challenging behaviour Health & Well-being Sensory Problems Communication Participation

Understanding different disabilities

Skills (work w PWD)

Perceptions & stigma

Ratios

Carer duties vs roles

External support services Carer burnout

Internal communication

Boredom

Family support & collaboration Abuse & neglect

Environment

Geographical location Room structures Fundraising Sponsors Funding

Resources

Waiting list Transport

Accessibility

Table/room setup

Changing rooms

NEEDS

Seneficiaries

Universal Accessibility
Communication Strategies
Freedom of choice
Love and Care
Treated with Dignity
Age Appropriate Activities
Health management
Correct Dietary Plans
Structured daily program
Rehabilitation Services
Assistive Devices &
Maintenance

Managing challenging behaviours

Ongoing disability training Skills to work with PWD

Access to information ADC Client files Yearly orientation Staff well-being External support services

Breakaway room

ADC Transformation

Changing rooms

Environment

ADC Policy
Intake criteria (level of
support, age, disability, etc)
Disability awareness &
sensitization
Accessible toilets
Accessiblity
Transport
Funding
Snoozle room



ASSESSMENT OVERVIEW

Assets & Abilities

DETERMINE

To Prevent Secondary Complications

INTERVENTION PLANNIN

Future Needs

Appropriate Grouping

Barriers & Challenges

Appropriate Activities

To Realize Rights

Optimize & Promote Health Equip Staff Appropriately and Well-being

Biographical Data

Diagnosis / Condition / Impairments

Support Needs

Abilities, Skills

Level of Independence

Support & Health Needs

Interests

TIMELINE

ROADMAP 2019 - 2020

Needs Analysis

Initial Visit

Individual Assess-ment

Training Develop

Follow Up

123 Assessments

Completed

- Complete all individual assessments Collate information Group according to levels To Do Next:

 1. Complete
 2. Collate in
 3. Group aco

OUTLINE OF TRAINING

SHORT TERM 2020

- Types of Disabilities
 - Disability Awareness & Sensitization
 - Disability Rights and Responsibilities
- Understanding Challenging Behaviour
- Introduction to Activity Analysis
- Handling Principles & Skills to work with PWD's
 - Staff Induction Managing an ADC:
- Intake Protocol & Criteria
- Orientation Protocol
- Referral Protocol

LONG TERM

- ADC Policies:
- Service Conditions

Case Management Training

Managing challenging

Legislation and Policies

- Burnout
- Job Satisfaction
 - Performance Appraisals
- ADC Protocols/Procedures

Activity Analysis Training Monitoring & Evaluation

Group Facilitation Skills

Parent Training

Behaviour

- Refresh & Build on previous Monitoring & Evaluation for training
 - Parent Support Group ADC Programme

Stress Management

Staff Well Being

Teambuilding

Staff Development &

Support:

strategies

Training



TRAINING CONSIDERATIONS

Two-day workshops:

- Management training workshop
 - All managers together
- ADC Staff training workshop
 - 2 centres at a time
- Total 5 x 2-day workshops
 - Knysna
- Staff can't be away from work
- Who can care for beneficiaries?
 - ? Permission to close
- How much information to give at one time?
 - Previous education
- Adult learning principles







CONSTITUTION OF VROLIKE VINKIES ENRICHMENT & DEVELOPMENT CENTRE

NPO NUMBER:

021 - 498

BOARD MEMBERS:

Name & Surnamo	ID No	Gender	Position	Contact Details	Signature
Name & Surname Gabriel Koopman	9009185251081	M	Chairperson	0738224970	CIKAPMAR
Magrieta Mouton	8010040299084	F	Treasurer	0837214570	marto
Shireen Jacobs	9203220154083	F	Secretary	0605231500	Backs
Karel Muller	7405155012085	M	Vice -Chairperson	0665241299	Mulled
Charne Zass	9210100139084	F	Additional member	0641069372	CROSS
Andeline Coetzee	6208290197089	F	Excio-Ficio	0787375186	Mickel

CONSTITUTION OF VROLIKE VINKIE ENRICHEMENT & DEVELOPMENT CENTRE
Contact details: Address: The Island Resort Barlinka Street Cere 6835;
PO BOX 588 Ceres 6835

Office; 0233161292; Mobile 0787375186; Email: Vrolikevinkies@telkomsa.net



1. Name

The organ sation hereby constituted will be called Vrolike Vinkies Enrichment & Development Centre. It shortened name will be Vrolike Vinkies abbreviated as V.V.E.D.C.

2. Body corporate

The organisation shall:

- Register itself as a Non-Profit Organisation under NPO ACT of 1997.
- Exist in its own right, separately from its members
- Continue to exist even when its members changes and there are different office bearers.
- Be able to own property and other assets
- Be able to sue and be sued in it's own name.

3. Objectives.

The organisation's main objectives are to:

- To provide care, support, therapeutic, recreational and developmental services to orphaned and vulnerable children (OVC) and those with d|sability.
- To support and protect children in order to help them prepare for and stay in school and realise their rights to safety and adequate care.
- To reduce vulnerability of young people to HIV infection by retaining them a schools as well as in increasing to post school education and work opportunities.
- To increase access to a package of sexually reproductive health services, including for people living with Aids and young people.
- To provide nutritious meals for people and families affected by hunger and poverty

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 To be a catalyst for job creation and skills development for the vulnerable dnd marginalised.

To support the structures and access point when natural disasters occurs in

the community.

 To provide pyscho social support services to reduce harms related to social ills.

 To promote gender and rights based dimensions on addressing social, dultural and economic behaviour drivers of HIV,STI and TB.

- To mitigate the impact of HIV,STI and TB on orphans, vulnerable children and Youth.
- To ensure that people living with Aids and TB remain within health care system, are adherent to treatment and maintain optima health.
- To maximise opportunities for testing and screening to ensure that people are testing for HIV and screened for TB.

To reduce HIV/TB related stigma and discrimination.

- To facilitate access to more skills development and economic opportunities for youth who have completed their schooling.
- To facilitate access to treatment and related interventions for substance abuse.
- To provide vibrant, positive spaces where young people are afforded opportunities to access skills development programmes, trainings workshops, seminars and entrepunership opportunities.
- Increase wellness, safety and tackle social ills
- To strengthening families and community to protect and care for and develop all vulnerable children, especially those affected and infected by HV/Aids.
- Mobilising community support for those families caring for infected and ophaned families and parents who are HIV/Aids positive.
- To provide care and support for orphaned children who have experienced suffering loss and addressing their physical and

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- To create an atmosphere where each person can work as a team member,
 with clear goals and high standards that creates a positive working atmosphere.
- To provide an appropriate programme and strategies to support children's learning activities as well as take care of nutrition in other ECD centres.

5. Values and Principles.

The following core operating values influence the culture and public image of Skills for Employment Centre of South Africa as an effective skills development based organisation serving a wide variety of individual and families.

- Caring attitude
- Responsiveness
- Respectfulness
- Individually customised support
- Diversity
- Integrity and accountability
- Integratedness and partnership
- Sustainability

6. Income and Property.

The organisation will keep a record of all its assets.

The organisation may not give any of its money or property to its members or office bearers. The only time it can do this is when it pays for work that a member or office bearer has done for the organisation. The payment must be a reasonable amount for the work that has been done.

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CONSTITUTION OF VROLIKE VINKIE ENRICHEMENT & DEVELOPMENT CENTRE
Contact details: Address: The Island Resort Barlinka Street Cere 6835;
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sychological needs, protecting them from exploitation, neglect and abuse by providing day care and after care programmes.

- To provide and enable psycho-social support and gounselling services to individuals and families experiencing undue hardship due to AIDS.
- To promote an optimal quality of life for those infected and affected by HIV/AIDS through the provision of appropriate services.
- To provide reliable and updated information on HIV & AIDS as well as awareness on available services for people infected and affected by HIV/AIDS.
- To provide nurturing, caring and safe environment for children to be physically healthy, mentally abled and be able to learn.
- To provide comprehensive early childhood development services.
- To provide comprehensive child and family care and support services to dommunities.
- To provide for the development, care and protection of the rights of children.
- To provide an integrated basis for lifelong learning amongst children
- To be creative and productive and to make use of several support programs from government and other structures or schemes to enhance the centre from a strategic perspective.
- To maintain operational costs consistently, and to expand our outstanding reputation within the communities we work with.

4. Goals

- To build a secure base through the current quality Educare training we are currently providing, within a friendly style of service delivery.
- To increase the client base by 20% per year.
- To be part of the growth opportunities of the local community environment and to keep the current house hold name.

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A member of the organisation can only get money back from the organisation for expenses hat she/he incurred on behalf of the organisation with proof of such.

Members or office bearers of the organisation do not have rights over assets that belong to the organisation.

7. Management (governing structure)

- a. A management committee will manage the operation of the organisation. The management committee be made up of not less than (6) six members. They are the office bearers of the organisation.
- b. Office bearers will serve for **three** years, but they can stand for re-election for another term in office after that. Depending on what kind of services they give to the organisation, they can stand for re-election into office again. This is as long as their services are needed and they continue to domnit themselves.
- c. If a member of the management committee does not attend three management meetings in a row, without having applied for and obtaining leave of absence from the management committee, them the management committee will find a new member to take that person's place.
- d. The full management committee will meet at least once a quarter. The sub committee consist of the manager, chairperson and treasurer will meet once a month. More than half of members need to be at the meeting to make decisions that are allowed to be carried forward. This constitutes a quorum.
- e. Minutes will be taken at every meeting to record the management committee's decisions. The minutes of each meeting will be given to management committee members at least two weeks before the next meeting. The minutes shall be confirmed as a true record of proceedings, by the next meeting of the management committee, and shall thereafter be signed by the chairperson.

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- f. The organisation has the right to form sub-committees. The decisions that sub-committees take must be presented for approval to the management committee. The management committee must decide whether to agree to them or not at its next meeting. This meeting should take place soon after the sub-committee's meeting. By agreeing to decisions the management committee ratifies them.
- g. All members of the organisation have to abide by decisions that are taken by the management committee.

8. Powers of the Organisation.

- a) The management Committee may take on the power and authority that it believes it needs to be able to achieve the objectives of the organisation. Its activities must abide by the law.
- b) The management committee has the power and authority to raise funds or to initiate and receive contributions.
- c) The management committee does, however have the powers to buy, hire or exchange for any property that it needs to achieve its objectives.
- d) The management committee has the right to make by-laws for proper management, including procedure for application, approval and termination of membership.

9. Meetings and procedures of the committee.

- o The management committee must hold at least two ordinary meeting each year.
- o The chairperson, or two members of the committee, can call a special meeting if needed. The secretary should let all other management committee members know of the date of the proposed meeting not less than 14 days before the meeting is due to take place.
- o The secretary must also tell the members of the committee which issues will be discussed at the meeting. If, however one of the matters to be discussed

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is to appoint a new management committee member, then those calling the meeting must give the other committee members not less than 21 days' notice.

- o The chairperson shall act as the chairperson of the management committee. If the chairperson does not attend a meeting, the Deputy Chairperson assumes the Chairperson function.
- o There shall be a quorum whenever such a meeting is held.
- o When necessary, the management committee will vote on issues. If the votes are equal on an issue, the chairperson has either a second or a deciding voté.
- o Minutes of all meetings must be kept safely and always be on hand for members to consult.
- o The Management Committee can set up one or more sub-committees. The sub-committee must report back to the management committee on its activities. This will be done on every meeting of the Management Committee.

10. Annual General Meetings.

- 10.1. The annual general meeting must be held annually, towards the end of the organisations' annual financial year.
- 10.2. The organisation should deal with the following business, amongst others at its annual general meeting:
 - Agree to the items to be discussed on the agenda
 - Write down who is there and who has sent apologies because they cannot attend through the register of attendance.
 - Read and confirm the previous meeting's minutes with matters arising
 - Chdirperson's report
 - Tredsurer's report
 - Changes to the constitution that members may want to make
 - Elect new office bearers

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- General
- Close the meeting.

11. Finances and Reports.

- An accounting officer shall be appointed at the general meeting. His or her duty is to audit and check on the finances of the organisation.
- The treasurer's job will be to control the day-to-day finances of the organisation. The treasurer shall arrange for all funds to be put into a bank account in the name of the organisation. The treasurer must also keep proper records of all the finances.
- Wherever funds are taken out of the bank account, at least three members
 of the committee must sign the withdrawal or cheque.
- The financial year of the organisation shall start on the 1 April and ends on the 31st March of every year.
- The organisation's accounting records and narrative reports must be ready and handed to the Director of the Non-Profit Organisation within six months after the financial year ended.
- If the organisation has funds that can be invested, the funds may only be invested with registered financial institutions. These institutions are listed in Section 1 of the Financial Institutions (Investment of Funds) Act, 1984. Or the organisation can get securities that are listed on a licensed stock exchange as set out in the stock exchange control act, 1985. The organisation can go to different banks to seek advice on the best way to look after its funds.

12. Changes to the Constitution.

The constitution can be changed by a resolution. The resolution has to be agreed upon and passed by not less than two thirds of the members who are at the annual general meeting to change the constitution.

Two thirds of the members shall be present at a meeting (the "quorum") before a decision to change the constitution is taken. Any Annual General Meeting may

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vote upon such a notion, if the details of the changes are set out in the notice referred to in 6.3.

A written notice must go out not less than fourteen (14) days before the meeting at which the changes to the constitution are going to be proposed. The notice must indicate the proposed changes to the constitution that will be discussed at the meeting.

No amendments may be made which would have the effect of making the organisation cease to exist.

13. Dissolution/Winding Up.

The organisation may close down if at least two thirds of the members present and voting at a meeting convened for the purpose of considering such matter, are in favour of closing down.

When the organisation closes down it has to pay off all its debts. After doing such if there is property or money left over it should not be paid or given to members of the organisation. It should be given to another non-profit organisation that has similar objectives. The organisation's general meeting can decide what organisation this should be.

14. Adoption of the Constitution.

This constitution was approved and adopted by members of Vrolike Vinkies Enrichment & Development Centre at a General meeting held on

CONSTITUTION OF VROLIKE VINKIE ENRICHEMENT & DEVELOPMENT CENTRE
Contact details: Address; The Island Resort Barlinka Street Cere 6835;
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3 3 3	
Date 38 January2020 at .	Ceres (Place)
Chairperson's full name & surname	Secretary's full name and surname
G.Korman Date: 28/01/20 Chairperson signature	Sacretary's signature

CONSTITUTION OF VROLIKE VINKIE ENRICHEMENT & DEVELOPMENT CENTRE
Contact details: Address: The Island Resort Barlinka Street Cere 6835;
PO BOX 588 Ceres 6835

BUSINESS PLAN

Vrolike Vinkies Pre-Primary Educare Centre

NPO Registration nr: 021-498-NPO Client Name: Andeline Coetzee

January 2020

Compiled by:

Aplon Accounting Services
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- Compiled Financial Projections
- Registrations Documents
- Compiled Cash Flow

Management Information Supporting Documents

1.PROPOSAL

Develop a Youth and Adult daycare in Wolseley, Nduli and Hamlet

1.1 EXECUTIVE SUMMARY

Vrolike Vinkies aims to prepare its **YouTHAND ADULTS** to excel in their daily activities of tomorrow by combining an exclusive adult programme tailored specifically for youth and adults with A DISABILITY enhanced, first class training services. Unlike the competitors, we offer advanced programs, and activities such as arts and crafts, emergency care, health, dance, singing, and professional treatments.

Vrolike Vinkies operates as a Non Profit Organisation, which is managed by Andeline Coetzee. Her advanced community activities is the driving force behind the youth and adult daycare operations and currently have the support of the Educational Department, Lotto, Department Social Development and Department Health the church and people from the community who is assisting with the operations of Vrolike Vinkies.

With continuing responsibilities of working loved ones, whether couple or single becomes the modern norm, the need for a good and adult daycare, training facility has been established, which operations have been effective over the years with the help of the many role players as mentioned. We want to continue to play this important role to our immediate community in the Wolseley. Nuduli and Hamlet area and therefore want to be considered in assisting us at Vrolike Vinkies with funds which are available for such programs.

These additional funds will be use for the allocation of food stock required during the year, maintaining the buildings, and equipents, if required.

The population growth rate in the suburbs of Wolsey, Nduli and Hamlet is now at over 3000, leading us to anticipate expanding market potential for the intake of new applicants in our local area.

Although asking a low cost price, the current services and reputation we have with the combination of the support are the critical success factor for Vrolike Vinkies, which are competing well in the local market by offering the Youth and Adults with a disability training program effectively. If the need required 60 youth and adults with a disability, maintaining an effective and excellent youth and adult program and not to over populate as we are working with a drafted budget and marginal space.

We are concentrating on three suburbs in Ceres which are: Wolseley, Nduli and Hamlet rural areas, including the surrounding farms of this specific areas, which are all people from the community who are dual-income and middle-income families who value the quality education and program we are currently providing for children with a disability, ages 2 years till 16 years.

Currently we provide service to Nduli and Op Die Berg. We operating in the Sustainable Livelihood project where we provide food for patients effected by HIV and TB. The current totals of beneficiaries we provide food for is 83 patients in Nduli and 73 patients in OP DIE BERG

1.2 APPLICANTS INFORMATION

Legal Name : Vrolike Vinkies Pre-Primary Educare Centre

Registration No : 021-498-NPO

Type of services to be supplied : Pre-School Training

Business Address : Die Eilandvakasieoord Huis

A3 Barlinka Street, Ceres, 6835

Cell : 078 7375 186

Landline : 023 61292 / 023 3123684

Fax no. : 023 3123684

E-mail : vrolikevinkies@telkomsa.net

Accounting Officer : Ivan Aplon - The Tax Shop, Worcester

Details of applicants FICA1 requirements

Applicant : Andeline Coetzee

Identification number : 620829 0197 089

Residential Address : The Island Resort Barlinka Street

Ceres 6835

Nationality : South African

Members of the Board:

Name & Surname	ID No	Gender	Position	Contact Details
Gabriel Koopman	9009185251081	M	Chairperson	0738224970
Magrieta Mouton	8010040299084	F	Treasurer	0837214570
Magneta Mooton	8010040299084		ireasurer	0837

Shireen Jacobs	9203220154083	F	Secretary	0605231500
Karel Muller	7405155012085	M	Vice -Chairperson	0665241299
Charne Zass	9210100139084	F	Additional member	0641069372
Andeline Coetzee	6208290197089	F	Excio-Ficio	0787375186

2. INTRODUCTION

Vrolike Vinkies are in process of of changing their name because of the need in the Witzenberg area about the development of Youth and adults with a disability. We operate 19years as a pre-school for early childhood development but as the years go by we extend the service to the community.

Our focus point of develop the project in areas like Nduli, Wolseley and Hamlet if the availability of infrastructure are available.

Care for the disability is organized within a framework that professional staff create, which includes structural (administration, class size, services, staff ration, etc.), process (quality of room environments, carer interactions, etc.), components that are associated with each individual unique client that has both social and academic outcome.

The area of development which care of disability covers, and the following main themes are represented in most systems:

Personal, social, economical and emotional development:

Communication, including sign language, talking and listening;

Knowledge and understanding of the world and creative and aesthetic development; Mathematical awareness and development;

Physical development; Physical Health, Playing and teamwork;

Self help skills:

Social skills:

Scientific thinking:

Creative arts, Literacy;

Speaking ability is started too.

At Vrolike Vinkies we will be aware of the above mentioned guidelines for developmentally appropriate practice, and although in the rooms it will be challenging, will always work hard to follow these appropriate practice to the book.

We already are in partnership with Scenario and Department Social Development with the funding for the project 2020/2021. It will be a pilot for the Department Social Development.

The new name will be launched the week of April 2020 and it will be named VROLIKE VINKIES ENREACHMENT AND DEVELOPMENT CENTRE

3. CENTRE DESCRIPTION

Vrolike Vinkies Pre-Primary Educare Centre was formed in 2002 when the main principal Andeline Coetzee noticed that the local community of the surrounding rural areas within Ceres, a small town in the Witzenberg Municipality are in need for a pre-school for their children that can assist them when going to their workplace. The need for such initiative came with a challenge, as most people from the community could not be charged with a high fee to provide such services.

Initially assistants from the COMMUNITY and government let the management decide to proceed with the project and presently Vrolike Vinkies Pre-Primary Educare Centre is operated with four fundamentals that serve as the driving force for the service offered: 1x Principal

1 x ECD Practitioner

1x EDC Assistant Practitioner

1x Cook /Cleaner

EXTENTION OF THE PROJECT FOR YOUTH AND ADULTS WITH A DIASABILITY

The centre grow over these years and also focus on children with a disability. The impact of the project challenges was, after the child continued his/her age development of 16 years, where does the child go. After research we come to a conclusion that we started with the adult and youth daycare, so that the client can focus more on skills development as well to be take care in a safe environment.

4. JOB CREATION

In the following areas named Wolseley, Nuduli and Hamlet the jof creation will increase by the following

WOLSELEY

- 1 X SUPERVISOR
- 2 X CARERS
- 1X COOK

NDULI

- 1 X SUPERVISOR
- 2 X CARERS
- 1X COOK

HAMLET

- 1 X SUPERVISOR
- 2 X CARERS
- 1X COOK

For all 3 sites a coordinator will be in charge to report on their work and monitor the service.

In total of 13 staff will be employed.

/- 60 beneficiaries will benefit from this project.

5. NPO Executive Members

Vrolike Vinkies Pre-Primary Educare Centre is a registered Non Profit Organisation which is managed by an Executive Committee. The Executive Committee will oversee the fiscal responsibility, employing Staff and see to it that the day-to-day operations of the centre are effective and implemented to ensure the success of the centre.

6. Location

The YOUTH AND ADULT training will be from a space allocated at following places Wolseley, Nduli and Hamlet. The convenience of the location in respect of moving in and from the property is very reasonable considering the following factors:

- Out of -pocket transport costs to the area is effective.
- The time cost of traveling to the area is reasonable.
- The exposure is good for the concept of an YOUTH AND ADULT training facility and the property is surrounded by other residential houses.
- Easy access to the main road from and to VENUES is possible.

6.1. Mission Statement

The mission statement is very clear in the approach: We see children and families with strengthen wings, soaring towards their chosen destiny, believing the impossible is possible.... I am Special.

We value the people who work for us, as quality employees, give a better service, and stay employed longer because they will like working for us at Vrolike Vinkies Pre-Primary Educare Centre.

6.2 Vision

In pursuit of our vision, we are a dynamic development centre enabling transformation in South Africa by responding to feel the needs of our children.

7. Strategic Objectives

The organisation's main objectives are to:

- To provide care, support, therapeutic, recreational and developmental services to orphaned and vulnerable children (OVC) and those with disability.
- To support and protect children in order to help them prepare for and stay in school and realise their rights to safety and adequate care.
- To reduce vulnerability of young people to HIV infection by retaining them at schools as well as in increasing to post school education and work opportunities.
- To increase access to a package of sexually reproductive health services, including for people living with Aids and young people.
- To provide nutritious meals for people and families affected by hunger and poverty
- To be a catalyst for job creation and skills development for the vulnerable and marginalised.
- To support the structures and access point when natural disasters occurs in the community.
- To provide pyscho social support services to reduce harms related to social ills.
- To promote gender and rights based dimensions on addressing social, cultural and economic behaviour drivers of HIV.STI and TB.
- To mitigate the impact of HIV,STI and TB on orphans, vulnerable children and Youth.
- To ensure that people living with Aids and TB remain within health care system, are adherent to treatment and maintain optima health.
- To maximise opportunities for testing and screening to ensure that people are testing for HIV and screened for TB.
- To reduce HIV/TB related stigma and discrimination.
- To facilitate access to more skills development and economic opportunities for youth who have completed their schooling.
- To facilitate access to treatment and related interventions for substance abuse.
- To provide vibrant, positive spaces where young people are afforded opportunities to access skills development programmes, trainings workshops, seminars and entrepunership opportunities.
- Increase wellness, safety and tackle social ills

- To strengthening families and community to protect and care for and develop all vulnerable children, especially those affected and infected by HIV/Aids.
- Mobilising community support for those families caring for infected and orphaned families and parents who are HIV/Aids positive.
- To provide care and support for orphaned children who have experienced suffering loss and addressing their physical and psychological needs, protecting them from exploitation, neglect and abuse by providing day care and after care programmes.
- To provide and enable psycho-social support and counselling services to individuals and families experiencing undue hardship due to AIDS.
- To promote an optimal quality of life for those infected and affected by HIV/AIDS through the provision of appropriate services.
- To provide reliable and updated information on HIV & AIDS as well as awareness on available services for people infected and affected by HIV/AIDS.
- To provide nurturing, caring and safe environment for children to be physically healthy, mentally abled and be able to learn.
- To provide comprehensive early childhood development services.
- To provide comprehensive child and family care and support services to communities.
- To provide for the development, care and protection of the rights of children.
- To provide an integrated basis for lifelong learning amongst children
- To be creative and productive and to make use of several support programs from government and other structures or schemes to enhance the centre from a strategic perspective.
- To maintain operational costs consistently, and to expand our outstanding reputation within the communities we work with.

8. Goals and objectives

- To build a secure base through the current quality Educare training we are currently providing, within a friendly style of service delivery.
- To increase the client base by 20% per year.
- To be part of the growth opportunities of the local community environment and to keep: the current house hold name.
- To create an atmosphere where each person can work as a team member, with clear goals and high standards that creates a positive working atmosphere.

9. DEVELOPMENTAL AREAS OF YOUTH AND ADULTS WITH A DISABILITY:

- Youth and adults will be take care on a daily basis and provide a stimulated program for them.
- Their love ones can go to work and be satisfied because their love ones is in safe hands.
- To create a appropriate programme for them for the day .
- To provide them a regular meal.
- Operation hours will be from 8h00 till 13h00 from Monday till Friday.

Vrolike Vinkies aims to offers upscale youth and adult with a disability services based on curriculum designed for youth and adults ages 18 month to 59 years. These aims are:

- To teach youth and adults with a disability basic skills in emergency care
- To teach them to be responsible pedestrians
- To give them necessary educare.
- To ensure the clients safety
- To build in their communication skills
- To develop them socially, emotionally, mentally and physically
- The client will be able to make decisions regarding health
- To teach clients to be aware
- To provide educational of nature in skills development areas
- Community enlistment through a participatory program
- Community involvement in YOUTH AND ADULTS with a disability.

Normal operating hours are from Monday to Friday at 07:00 till 14:00 and the service are made available also during the March, June and September holidays. The fee structures per person were set at R150.00.

(Daily Plan)

07h00-08h00: Arriving time. 08h00-08h30: Breakfast 08:30-09h00: Daily Discussion

09h00-11h00: Activities (prepared by the programme implementer)

11h00-11h45: Free play (snack time, toilet routine, etc.)

11h00-12h00: Prepare for lunch

12h00-12h30: Lunch

12h30-13h00: Relaxing time/ watch tv of play games

13h00-14h00: Interaction time.

We believe that we will operate Vrolike Vinkies as a family, community array centre and wants to be known as the best in Wolseley, Nduli and Hamlet area.

10 SWOT Analysis

10.1 Strengths

- The success of Vrolike Vinkies Pre-Primary Educare Centre is very important to the management, who are very motivated and committed to this project.
- A network of experienced people within the educare structures with good track record are currently used to teach the children.
- The expenses will be market related within this industry and trading hours will be flexible.
- The location has an adequate capacity to run the centre effectively.

10.2 Weaknesses

- Working capital to take the project further.
- The lack of project management information.

11. Opportunities

11.1 Growth

- Growth of infrastructure in Ceres makes a good opportunity to create the necessity for implementation new concepts.
- Creating of viable and sustainable concepts which can increase good competition within Ceres informal settlements.
- The perennial demand for community base organisations within the immediate areas is on the increase as it is becoming more affordable to all.
- The opportunity is there, to promote this kind of concepts to other areas more aggressively

11.2 Threats

- The cost of the services needed in the price may increase and this could affect pricing.
- If marketing research has not been effectively done, investing in this project might lead to failure.

11.3 Response to Threats

The current economy of South Africa is a free market economy, so competition is welcomed and there is nothing we would be able to do about competitors, but we will ensure that our service and pricing remains competitive to add value for our parents, who want to make use of our services at Vrolike Vinkies Pre-Primary Educare Centre.

12. THE INDUSTRY OVERVIEW AND MARKET

(According to the Department of Social Development) South Africa ratified the Convention on the Rights of a Child on 16 June 1995 and the African Children's Charter on 7 January 2001. Due to these ratifications it became imperative that the Guidelines for Day Care needs to be revised to ensure that the Children's Rights, as enshrined in the UN Convention on the Rights of Children as well as the South African Constitution, are met.

Registration, as much as it is a monitoring and regulating mechanism, should be viewed as a means of ensuring the protection of children. Registration of places of care, which includes home-based, community-based and center-based facilities, should be viewed by caregivers primarily as a measure to protect children and their rights.

Registration is one means of ensuring quality. The main goal of quality assurance is to ensure the effective care, development and protection of children. Social development funding, as stipulated in the new financing policy, is a critical component of quality assurance. Development Quality Assurance (DQA) is a means of ensuring that welfare funding is effectively and efficiently used to bring about transformation and sustain only those programmes free from violation of children's rights and which comply with minimum standards.

Early childhood services therefore play a very important role in protecting, educating and developing children. The nature and quality of the care and education a child receives during these early years, is at crucial importance for the later development.

The most important purpose of a place of care is to provide care to children in the temporary absence of their parents. A place of care has a responsibility to enhance the development of the child physically, mentally, psychologically, emotionally, morally, culturally and socially. A holistic approach to early childhood development implies on appreciation of the importance of considering the child's health, nutrition, education, psycho-social and other needs within the context of the family and the community.

Everyone who intervenes in the lives of young children and their families should be held accountable for the delivering of an appropriate quality service.

The place of care forms part of the community, parents, families and communities have the responsibility to complement the services provided at Educare facilities. In order to address the child's needs holistically it is important that there should be close corporation between the parents and the caregiver.

Child care is a specialized field. Caregivers should understand that caring for a child could be demanding. Knowledge of and insight into child development is imperative. A caregiver should have a positive attitude towards caring for children and be child-friendly.

She/he should be sensitive to the needs of children and therefore needs specialized training, these training needs to be continuous and caregivers must be prepared to expand their knowledge.

To be able to plan the provision of an Educare Centre properly, Vrolike Vinkies Pre-Primary Educare Centre thoroughly research the need for such a service within the rural areas of Ceres, in close co-operation with local authorities / government. After the need has been determined at local levels, we ensured up to presently that the provision of such a service is in accordance with the overall National Policy for places of care.

13. Industry Outlook

13.1 The outlook is basically based on The Right of Children as stated in the UN Convention based on the following rights and protection of children:

- · The right to life, The right to family life
- · The right to health and health care
- The right to social security
- The right to identity, nationality and refuge
- The right to protection against abuse and neglect by parents and caregivers / childcare workers
- Protection against degrading punishment
- Protection against all forms of sexual exploitation and sexual abuse
- Protection against harmful substance and exploitation
- The right to education
- The right to recreation
- The right of children with disabilities / special needs
- The right to privacy
- · The right to freedom of expression, thought, conscience and religion
- The right for association and peaceful assembly

13.2 THE MARKET

Ceres falls directly as one of the local towns in the Witzenberg Municipality of the Cape Winelands District and the growth and development strategy of the CWDM is to be placed on a sustainable and shared growth path. The Department of Social Development has a responsibility to ensure that conditions are created for the optimum development of all children and their families through the rending of appropriate services.

13.4 Target Market and segmentation-size

Vrolike Vinkies Pre-primary Educare Centre has a focus on meeting the local community need for child Educare services within the 50 kilometer radius of Ceres. Children will be taken in flexibly on a full-time basis, or until the child end of term at the Educare centre comes to an end.

13.5 Full-time Working Couples

Vrolike Vinkies Pre-Primary Educare Centre was established to provide this service to a regular community base in order to establish the centre as a haven for working couples, which are of importance, as it is imperative to keep them pleased in order to keep their children in a safe Pre-Primary Educare programme.

13.6 Parent of children with disabilities / special needs

Disadvantage children and children with special needs are often marginalized and their development ignored. These children should be targeted. Programmes should be in place to accommodate these children and address their specific needs.

13.7 Market Needs

With continuing responsibilities of working parents, whether couple or single becomes the modern norm, the need for a good pre-school training facility has been established, which operations have been effective over the years with the help of the many role players as mentioned. We do not see this model changing in the foreseeable future. In fact, based on

the growth in the informal settlements with plans to build 3000 new houses, we expect the need to increase.

We are confident in our ability to operate the centre and we know that current trends and historical proof, indicates that the demand for such a service and other remain a constant drive to continue with the operations of Vrolike Vinkies Pre-Primary Educare Centre.

13.8 Market trends

Currently there are different types of care facilities nationwide such as:

- After—school centre: a place of care for school-going children, which operates in the afternoon during school terms
- Day Care: Care of children up to age of 18 years away from their parents, daily.
- Place of care cum/after-school centre: A place of care and after-school centre that can care for children of any age group and that has to register only with Department of Social Development.

However, Vrolike Vinkies Pre-Primary Educare Centre is able to keep up with other trends as we are specializing in Pre-Primary Educare training.

13.9 Market Growth

According to the IDP growth development plan for the Witzenberg, the population rate for Ceres is approximately 12000, however in the informal settlement there are plans to erect 3000 new homes. This suggests that more families continue to be placed in areas where our kind of service is going to be required. We suggest a modest growth in new indicates by next year 2014.

14. Competition and Buying Patterns

Witzenberg Association for persons with a disability Beet Daycare: Have been around for a couple of years Aviat Crèche: Have been around for a couple of years

15. Competitive Forces

We at Vrolike Vinkies Pre-Primary Educare Centre will continue informing current and new intakes about a program so that they understand the concept of our quality educare training facility, and they are much more likely than to make use of our services when the offering is clearly stated.

16. Competitive Edge

Our advantage at Vrolike Vinkies Pre-Primary Educare Centre over our competitors will be based on:

- High quality
- Affordable cost
- Stylish and trend
- Experience
- Reliability
- Eco-friendly
- Uniqueness

17. Extensive training and skills

In order to ensure that the quality of the implementing of the educare program remains the cornerstone of the centre, the development of the management and staff of Vrolike Vinkies Pre-Primary Educare Centre in various aspects, including skills are very essential.

Currently all involve in the operations of the planning of the concept understands the common values of the business idea and do understand the concept in respect of:

- Sharing our vision
- Building of values
- Development strategy
- Performance recognition

The plan is also to monitor closely the performance of all planned employees and appraisals will be conducted on a quarterly basis to facilitate training requirements, and to motivate them to stay on longer.

18. Entry Barrier

We will experience high capital costs as the main principal Andeline Coetzee and the paid staff will have a hand on approach in operating Vrolike Vinkies Pre-Primary Educare Centre.

The marketing costs are calculated as the growth in client acceptance and brand recognition have been achieved, but we still needs to find out the cost to market ourselves extensively.

19. Legal & Regulatory Labour and Business

- Registration of employees (UIF, PAYE, etc.)
- Basic conditions of employment Act.
- Occupational Health & Safety Act
- Registration of centre as NPO
- Personal income tax registration
- Approved equipment,
- Roadworthy vehicles

20. Our customers

Any client do have significant powers and influences over the price they pay, at Vrolike Vinkies Pre-Primary Educare Centre we are providing an excellent community base program, as they require friendly and experienced people to serve them.

There is a significant choice when making use of our service, due to that it must be of quality and available. The choice of the different educare program comes from what is there to offer in delivery. Our clients (parents of our learners) will therefore be:

- Semi affluent and educated people, which are making use of these services.
- Target market includes clients from all parts of the rural areas in Witzenberg area

- · All ethnic groups and other staying in the rural areas of Witzenberg
- Normal lifestyle people of Witzenberg can make use of the different services.
- Clients needed pattern are through the year and sales can generate all year long.

21. Our Suppliers

The significant power of influence over the price most suppliers have is market related as there are established businesses within the retail and food supply industry inside the Ceres trading area, which we are currently making use of, such as suppliers of raw products, aswell as the ingredients and products used to prepare the food.

22.THE STRATEGIES

22.1 The assessment phase

Every client who will make use of our services at Vrolike Vinkies Pre-Primary Educare Centre is a potential parent that will return next year. The key in our assessment phase is to be willing to attack such assumptions by believing the better we run the centre, the more business we will do. Parents of our learners will immediately know that they can get better quality services at our location, and the people working there are from the local community and they are better.

The NPO will be a Pre-primary Educare Centre, and the current image we are projected are safety, clean and professional. We will see to it that we will be known as the `local community centre` with a community grown image.

The operational, financial, structural and perspective of the concept is in the growing phase, and we have been involve with such planning for more than years and presently starting to promote this concept to other parts of Ceres also, area`

22.2. Value Proposition

The value proposition of Vrolike Vinkies Pre-Primary Educare Centre will be to be known as the best within the community of Ceres.

Our Niche Market will be based on our focus, customer review, evaluation, testing and the implementation of this plan, as we have find out how we will be able to meet the need of our current clients through our confidents in the ability to do such.

Our planned Unique Selling Proposition (USP) is to impress our current clients (the parents of our learners) on the value of the relationship we have with them.

By crafting a powerful marketing message which are simple, clever and clear in our name, are able to portray and describe our credibility, and the parents will see that we at Vrolike Vinkies Pre-Primary Educare Centre way off operating the centre are acceptable globally

22.3 Marketing Strategy

Vrolike Vinkies Pre-Primary Educare Centre will adhere to the theory that the goal of business is to create and keep clients of our learner's interest in us. With all that are involved too make this concept a successful venture we will put forth a 100% effort to ensure an on-going operation:

22.4 Pricing Strategy

Much of Vrolike Vinkies Pre-Primary Educare Centre pricing will be determined by market standards, which are very competitive in this industry.

22.5 Promotion Strategy

We will also use several ways to reach new and potential customers. We will leverage schools, churches, community organisations, print flyers, and will advertise in the local Witzenberg Herald and do word of mouth.

Strategic Alliances

The management of Vrolike Vinkies Pre-Primary Educare Centre will align themselves with key players in the industry, who are provincially known for their knowledge of, and expertise in Early Childhood Development.

Finally, the applicant has established herself within the community through developing relationships with a few surrounding associations, key entrepreneurial planners and various church groups and government officials.

These alliances will serve to be conducive to the Centre's success and marketability.

22.6 Return on Investment (ROI)

Each growth opportunity has an investment component. Money will be required to spend on part of implementing the processes of our growth, as we believe that we can increases our commitment permanently and sustain increases in sales volume.

When action is therefore clearly warranted to maintain market share, we have made the right decision to invest funds obtained from previous funders like the Lotto effectively, which currently shows positive feedbacks.

23. Leadership Strategy

By knowing where we want to go within the Pre-Primary Educare industry, we developed our purpose in using our leadership on:

- With the current resources we have, we will stick to what we currently best at:
- Our strategy will be to stay focus on our core value and offerings.

Management Operations

- To ensure the financials of Vrolike Vinkies Pre-Primary Educare Centre is in order and to do inventory
- To ensure that quality food preparation and package standards are kept high at all times
- Attending to beneficiaries queries
- To ensure that all financial payments and human resource has been done.
- To implement supervision over the administration work and see to it that all safety regulations are at hear to.
- To reconcile all documents at the end of the day
- To ensure that wages are paid up to date.
- That all logistical duties are prepared and set out
- To ensure that food products are prepared as required from the different children needs

24.MARKETING PLAN

24.1 Purpose of our Marketing Plan

- · To become known in the Ceres area of trading
- To improve the offerings and to promote it as the best quality and affordable.
- To continued building of stronger relationships with our current clients, which are the parents of our learners as well as new ones, by taking their interest in the project to heart and implementing more innovative ideas.

24.2 Our client's viewpoint

- We are currently talking directly to them and all secondary information have been identified what their concerns are, by means of interacting through questionnaire regarding our future plans.
- Their positive feedback made us at Vrolike Vinkies Pre-Primary Educare Centre, come to the conclusion, that we will continue implementing this concept within the Ceres areas.

25. Needs and requirements

We noticed that clients, who are the beneficiaries, are on average as dependent on reliable information about our program, which they know can be use in the day-day care of their loved ones, within the acceptance that is also seen as development for their loved ones. They do care about a reliable service and are confident about any low price promotions. We realized that we don't be selling to the price oriented client only, but we will be able to offer an attractive proposition to the trendy local community of Wolseley, Nduli and Hamlet, who cannot always afford high fees of such nature.

26. Keys to success

The main key to success at Vrolike Vinkies Pre-Primary Educare Centre is by making the training concept and marketing position clear. The beneficiaries and potential new ones will clearly being bombarded with adequate information of the value-add cost and benefit of our service.

We therefore will always sell the name Vrolike Vinkies Pre-Primary Educare Centre, and not just the services, so that the beneficiates, who are our clients must understand that they are taking up a relationship with us.

27. Emphasize Service and Support

We differentiate ourselves from others, and therefore need to establish Vrolike Vinkies Pre-Primary Educare Centre offering as a clear and viable alternative for the target market, to the price only kind beneficiaries

Emphasize Relationships

We discovered that we need to focus the offering on our current clients, which are the parents, as the main key market segment we must own. This means the providing of the pre-primary educare services must be tied together in the local, regional and district 'target areas', to make it a successful venture for any future growth or expansions.

OPERATIONAL PLAN

28.Technical Review

28.1 General

Only costs of personnel directly involved in the providing of the educare service and who contributing towards the skilled input of Vrolike Vinkies Pre-Primary Educare Centre, are in line with the amount of such salaries prior to the date of the application, this include general salary increases and promotions.

28.2 Basis

Remuneration will be based on the total annual packages of each individual. This will normally be the packages contained in the person's letter of appointment.

28.3 Overtime

Overtime will only be claimed at the hourly rate as calculated in terms of this clause and no enhanced time will be allocated.

28 3 Members and management costs

Only the costs of managerial personnel including management directly involve in the running of the centre will be remunerated.

28.4 Management Information Systems

We will utilize MS Office to generate reports. Management reports are drafted to reveal performance factors in order to recognize problem areas.

28.5 Staffing requirements

Management of Vrolike Vinkies Pre-Primary Educare Centre has compiled a list of the entire tasks that will be performed and will make use of the staff's own expertise in operating the task at hand.

Contracts and agreements will be signed to introduce employment equity and planned employed staff will be promoted within at least the first two year, when available.

29. FINANCIAL REVIEW / PLAN

The layout of the financials of Vrolike Vinkies Pre-Primary Educare Centre have been attached and obtained from the Tax Shop, our accounting officers.

30. Vrolike Vinkies requires the support of their generous benefactors in order to move forward. The table below outlines the costs associated with the project.

WOLSELEY

CATEGORY	YEAR 1	YEAR 2	YEAR 3
PERSONEL/LABOR	139 200-00	142000-00	144000-00
EQUIPMENTS	45000-00	48000-00	50000-00
ADMIN COST	54000-00	56000-00	58000-00
PROJECT COST	78000-00	79000-00	81000-00
TRAINING	3000-00	4000-00	5000-00
TOTAL EXPENDITURE	319 200-00	329 000-00	338 000-00

NDULI

CATEGORY	YEAR 1	YEAR 2	YEAR 3
PERSONEL/LABOR	139 200-00	142000-00	144000-00
EQUIPMENTS	45000-00	48000-00	50000-00
ADMIN COST	54000-00	56000-00	58000-00
PROJECT COST	78000-00	79000-00	81000-00
TRAINING	3000-00	4000-00	5000-00
TOTAL EXPENDITURE	319 200-00	329 000-00	338 000-00

HAMLET

CATEGORY	YEAR 1	YEAR 2	YEAR 3
PERSONEL/LABOR	139 200-00	142000-00	144000-00
EQUIPMENTS	45000-00	48000-00	50000-00
ADMIN COST	54000-00	56000-00	58000-00
PROJECT COST	78000-00	79000-00	81000-00
TRAINING	3000-00	4000-00	5000-00
TOTAL EXPENDITURE	319 200-00	329 000-00	338 000-00

100

WOLSELEY

INCOME FOR THE PROJECT

INCOME	TOTAL
DEPARTEMNT SOCIAL DEVELOPMENT	312 000-00
CAPE WINELANDS MUNICIPALITY	10 000-00
FEES	36 000-00
FUNCTIONS	30 000-00
TOTAL INCOME	388 000-00

HAMLET

INCOME	TOTAL
DEPARTEMNT SOCIAL DEVELOPMENT	312 000-00
CAPE WINELANDS MUNICIPALITY	5 000-00
FEES	36 000-00
FUNCTIONS	30 000-00
TOTAL INCOME	383 000-00

NDULI

INCOME	TOTAL
DEPARTEMNT SOCIAL DEVELOPMENT	312 000-00
CAPE WINELANDS MUNICIPALITY	5 000-00
FEES	36 000-00
FUNCTIONS	30 000-00
TOTAL INCOME	383 000-00

Dsd will be fund the project per client. The estimated total on each client are R1300 -00 per client. Calculate the 20 clients per site per year.

Conclusion

We believe that Vrolike Vinkies is a worthy cause that will do a great deal of good for many people. We're excited to partner with you to make this project a reality, leading to substantial benefits in the short, medium, and long term.

Should you have any questions, or wish to discuss this project further, please reach out to our project director:

Mrs Andeline Coetzee

Contact: 0787375186/ 0233161292



Tax Clearance Certificate Number:

0700/2/2019/A003533030

Tax Clearance Certificate - Good Standing

Enquiries 0800 00 SARS (7277) Approved Date 2019-10-29 **Expiry Date** 2020-10-29

Company registration number 021-498 NPO

Income Tax

9090593188

VROLIKE VINKIES PRE-PRIMARY EDUCARE CENTRE

PAYE

7430793275

VROLIKE VINKIES PRE-PRIMARY EDUCARE CENTRE

Trading Name VROLIKE VINKIES PRE-PRIMARY EDUCARE CENTRE

It is hereby confirmed that, on the basis of the information at the disposal of the South African Revenue Service (SARS), the abovementioned taxpayer has complied with the requirements as set out in the Tax Administration Act.

This certificate is valid until the expiry date reflected above, subject to the taxpayer's continued tax compliance. To verify the validity of this certificate, contact SARS through any of the following channels:

- via eFiling
- by calling the SARS Contact Centre
- at your nearest SARS branch

This certificate is issued in respect of the taxpayer's tax compliance status only, and does not address any other aspect of the taxpayer's affairs.

This certificate is issued free of charge by SARS

AFRICAN DETUNDAT CO.AL NERA EERW C.W. COET? KOMMISSARIS VAN ELL

Fac - 4063

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CALL CENTER NO: 0860 105 350

REG NO

: 990001173258

FAX NO

: 0123456789

ISSUE DATE

: 2019-09-20

CERTIFICATE NO: 2018117734

VROLIKE VINKIES PRE PRIMARY EDUCARE **CERES** 6835

LETTER OF GOOD STANDING

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT 130 of 1993 (AS AMENDED).

With reference to sections 80, 82, 86 and 89 of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (As amended), I hereby certify that:

VROLIKE VINKIES PRE PRIMARY EDUCARE

has complied with the requirement of the above Act and is at present in good standing with the Compensation Fund.

Nature of business : PRE SCHOOL

Expiry date :2020-04-30

IMPORTANT NOTICE:

Any fraudulently obtained Letter of Good Standing shall constitute a criminal offence.

The Compensation Commissioner shall institute criminal proceedings against any perpetrators who unlawfully alter or deface this letter with intend to defraud or misrepresent facts contained therein.

PLEASE, use the Below link (Website Address) to check if the Letter of Good Standing is valid: https://cfonline.labour.gov.za/VerifyLOGS

Yours faithfully

COMPENSATION COMMISSIONER

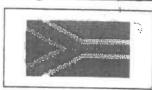
W.As. 4B

Compensation House, Cnr Hamilton and Soutpansberg Road, PO Box 955, Pretoria, 0001 Fax (012)357-1817 Website; http://www.lai

Composition Fund

AFRICAN METUNDIET ED KERT EERW C.W. COET? KCAMAISSARIS VAN EUL

CRESERTICISEDES AS WACE Afskrif VAMI
DIE OURSpronklike Saffre 17/02/2020



CERTIFICATE OF REGISTRATION OF NONPROFIT ORGANIZATION

In terms of the Nonprofit Organisation Act, 1997, I am satisfied that

Vrolike Vinkies Pre-Primary Educare Centre

(name of the organisation)

meets the requirements for registration.

The organisation's name was entered into the register on 30 September 2002 (date)

Registration number 021-498 NPO

Director's signature

U Solc

Department of Social



Development

KOT-1083
KOT



GEMEENSKAP GEESTES GESONDHEIDSINSTELLING COMMUNITY MENTAL HEALTH ESTABLISHMENT

Verwysing: Reference:

23/2/4/173

Sertifikaat Nr: Certificate No: 173

Hiermee ward bevestig dat: Vrolike Vinkies Pre-Primary Educare Centre

This is to certify:

Geleë te: Situated at: Die Elland Vakansie Oord, Barlinka Street, Ceres,6850

In terms of the Mental Health Care Act (17 of 2002)

Geregistreer word as 'n: Registered as a:

Community Mental Health Facility

in terme van die Wet op Geestesgesondheid (17 van 2002)

Maande, eindigende: Months, ending:

31 December 2019

Vir 'n tydperk van: For a period of:

12

Naam van elenaar of besturende liggaam: Name of proprietor or managing body:

Vrollike Vinkies Pre-Primary Educare Centre

Adres van elenaar of besturende liggaam: Address of proprietor or managing body:

P O Box 588, Ceres, 6835

indeling van pasiënte / Type of patients	Residential Care / Oornag sorg	Day Care / Dagsorg	Maksimum getal / Maximum number	Limitations / Beperkings
-Bo 18 -Over 18	0	0	0	
-Onder 18 0 24 -Under 18		24	Operate only as registered	
Maksimum getál pasiéi Maximum númber of p	nte wat tegelykertyd geakkon atients permitted to be accor	nmodeer mag word: nmodated simultaneously:	24	

GETEKEN TE / SIGNED AT:

CAPE TOWN

OP / ON: 01 NOVEMBER 2018

HEAD OF DEPARTMENT / HOOF YAN DEPARTEMENT

AFRICAN METHAMET ED MANAL NEMA BERW C.W. COETZ M. LANGSARIS VAN ELL KD-IOM

Cosactivisment as ware refshift von sie oversprenklike

ii,





is a member of the WESTERN CAPE FORUM for INTELLECTUAL DISABILITY Membership Number

VROLIKE VINKIES Pre-Primary Educare Centre

This certificat

AFRICAS METUNDIET ED SCHWAL KENN PERW C.W. COET? PERMISSARIE VAN EL FUD- 1803

DE DORSPROMELITA 17/02/2020



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MAYORAL BURSARY FUND POLICY

Seeks to ensure that development, with specific emphasis on the youth of the Municipality, addresses the development needs and meets the ever growing need for goods and services, and to improve the standard of living and quality of life.

Human Resources Policies

1. PREAMBLE

The Mayoral Bursary Fund Policy -

- 1.1 Acknowledges that development is integral to the life of every young person.
- 1.2 Seeks to ensure that development, with specific emphasis on the youth of the Municipality, addresses the development needs and meets the ever growing need for goods and services, and to improve the standard of living and quality of life.
- 1.3 Will regard youth as any persons between the ages of 18 and 35 years.

2. CRITERIA FOR AWARDING OF MAYORAL BURSARIES

Mayoral Bursaries may annually be awarded -

- 2.1 To well-deserving students who meet the prescribed requirements of the academic institution and this Policy.
- 2.2 To students' resident within the area of jurisdiction of the Witzenberg Municipality, with the exception of children of employees as provided for in Clause 2.3 below.
- 2.3 To children of employees in the service of the WITZENBERG MUNICIPALITY, either appointed in a permanent capacity or in a fixed term contract for twelve (12) months or longer.
- 2.4 W ith due regard to the Employment Equity Act, Skills Development Act, LGSETA guidelines on scarce skills, people with disabilities and other relevant legislative arrangements, and any other factors as may be determined by the Council.

3. ACADEMIC INSTITUTIONS

The Council will only award bursaries to students studying at accredited South African academic institutions.

4. ALLOCATION OF BURSARIES

4.1 Bursary allocations shall be subject to the availability of funds.

- 4.2 In the event of an applicant who receives a bursary and or assistance from another institution but which does not cover full costs, such an application will be considered.
- 4.3 The Witzenberg Municipality will pay study fees directly to the relevant educational institution.
- 4.4 The term "study fees" will be deemed to include registration, class fees, examination fees, and study material, but will not include any penalties that are imposed by the educational institution or membership of any student body.
- 4.5 No travelling, accommodation or subsistence expenses and general expenses will be funded.
- 4.6 Students must submit documentary proof by means of a statement, account or invoice on which the registration, class fees, examination fees, and study material that are payable are fully specified and defined.
- 4.7 If a student has paid the registration, class fees, examination fees, and study material, he/she may claim reimbursement on submission of documentary proof of the said amount.
- 4.8 No payments will be approved or activated without the documentary proof as explained in clause 4.6 and clause 4.7 above.

5. ADMINISTRATION OF THE MAYORAL BURSARY FUND

5.1 The Mayoral Bursary Fund will be administered by the Human Resources

Division: Training and Performance Management.

- 5.2 An invitation for participation in the Mayoral Bursary Fund will be advertised annually in the Municipality newspapers during the first week of August.
- 5.3 The advertisement must make provision for a period of four (4) weeks for submission of applications.
- 5.4. Applications must reach the offices of the Witzenberg Municipality by the due date as stipulated in the advertisement.
- 5.5 All bursary applications must be completed on the prescribed form (attached) and must be accompanied by originally-certified true copies of the following:
 - (a) Student's academic record;
 - (b) Identity document;

- (c) Proof of permanent residential address:
- (d) Proof of monthly household income:
- (e) Declaration that an applicant is not receiving a full bursary and or assistance form another institution; and
- (f) Any other document(s) as may be required from time to time.
- 5.6 The closing date for applications will be regarded as the date on which requirements as stipulated in this Policy should be met by applicants.
- 5.7 Incomplete bursary applications which lack the required supporting documentation, or late applications shall not be considered.
- 5.8 Witzenberg Municipality shall not be held responsible for students not being registered, should the process, for any reason whatsoever, be delayed or withdrawn.

6. BURSARY COMMITTEE

- 6.1 In order to ensure efficiency and transparency, a Bursary Committee will be established consisting of five (5) councillors designated by the Executive Mayor, under the Chairmanship of the Deputy Executive Mayor and two (2) officials designated by the Municipal Manager.
- 6.2 The Bursary Committee must:
 - (a) Assess and evaluate the list of bursary applications in terms of this Policy
 - (b) Make bursary awards recommendations to the Executive Mayor for final approval; and
 - (c) Meet regularly to evaluate the progress and performance of students.

7. NUMBER OF YEARS FOR WHICH ASSISTANCE IS GRANTED

- 7.1 Students must re-apply annually for participation in the Mayoral Bursary Fund and submit their results for the previous academic year.
- 7.2 Bursary assistance will only be awarded to applicants who are studying towards the achievement of their first degree, diploma or certificate.

8. PARTNERSHIP BURSARY AWARDS

Witzenberg Municipality may choose to enter into a partnership with any organization or institution in providing a bursary.

9. WITHDRAWAL OF ASSISTANCE

- 9.1 Should Council be dissatisfied with a student's study performance based upon progress reports, it reserves the right to terminate any further payments and to disqualify such a student from future participation in the Mayoral Bursary Fund.
- 9.2 Progress reports referred to in clause 9.1 above must be submitted by students twice per year at the end of July and the end of January.
- 9.3 Submission of fraudulent information will lead to automatic disqualification and/or withdrawal of all financial assistance granted in terms of the Mayoral Bursary Fund, and/or a claim that all fees be paid back to the Witzenberg Municipality. In appropriate cases, the matter may also be reported to the South African Police Service.

10. GENERAL PROVISIONS

- 10.1 Students may not change from the courses and/or educational institution for which the Mayoral Bursary Fund has been allocated without prior consultation with and approval from, the Witzenberg Municipality and subject to the submission of full written reasons and motivation.
- 10.2 Bursary applicants must declare any relationship with either an employee(s) or a councillor(s) of the Witzenberg Municipality.

11. CONTRACTUAL OBLIGATIONS

- 11.1 Witzenberg Municipality may, where possible, provide the bursary holder(s) with practical work experience.
- 11.2 Students to whom participation in the Mayoral Bursary Fund have been granted will be obliged to sign a Study Agreement with the Witzenberg Municipality.

12. AMENDMENT OF THE POLICY

Witzenberg Municipality may from time to time amend this Policy and no one shall make a claim based on a previous policy.

MEMORANDUM OF AGREEMENT

Concluded between

WITZENBERG MUNICIPALITY

(hereinafter called the "MUNICIPALITY")

Α

n d
 (ID Number
(ib Number) (hereinafter called the "STUDENT")

AND WHEREAS the MUNICIPALITY has agreed to financially assist the STUDENT in regard to the attainment of the qualification, subject to the conditions of this agreement.

NOW THEREFORE THE PARTIES HERETO HAVE AGREED EACH WITH THE OTHER:

RESPONSIBILITIES OF THE WITZENBERG MUNICIPALITY

- 1.1 The MUNICIPALITY undertakes to make available a bursary to the STUDENT for the minimum period prescribed by the academic institution for completing his/her qualification.
- 1.2 The MUNICIPALITY will make available a bursary which must be utilised for registration, class fees, examination fees and study material, however, excluding fees for any registration and/or subject that the STUDENT has failed.

- 1.3 The bursary will only be payable by the MUNICIPALITY if the MUNICIPALITY is satisfied that the STUDENT has enrolled and registered as a full time student and has produced official documentation in this regard.
- 1.4 Bursary assistance will only be awarded to STUDENTS who are studying towards the achievement of their first degree, diploma or certificate
- 1.5 No travelling, accommodation or subsistence expenses and general expenses will be funded.
- 1.6 If a STUDENT has paid the registration, class fees, examination fees, and study material, he/she may claim reimbursement on submission of documentary proof of the said amount.
- 1.7 No payments will be approved or activated without the prescribed documentary proof.

2. OBLIGATIONS AND UNDERTAKING BY

STUDENT

The STUDENT undertakes -

- 2.1 To enrol and register as a STUDENT at an accredited South African academic institution which has been approved by the MUNICIPALITY.
- 2.2 After enrolment and registration, to undertake all studies and do all such other things as may be necessary to qualify himself/herself for the qualification.
- 2.3 To complete the qualification within the minimum period prescribed by the academic institution.
- 2.4 To furnish the MUNICIPALITY with acceptable written proof of registration for the qualification at the commencement of each year of study.
- 2.5 To furnish the MUNICIPALITY with a certificate detailing his/her examination results and general progress in July and January of each academic year.

DATED and SIGNED at	this da	ay of
20		

STUDENT	
AS WITNESSES:	
	ما در د د
DATED and SIGNED atthis20	day or
for WITZENBERG MUNICIPALITY AS	
WITNESSES:	



44, Ceres, 6835
50 Voortrekker St/ Str, Ceres, 6835
Suid Afrika/ South Africa
+27 23 316 1854
+27 23 316 1877

admin@witzenberg.gov.za
www.witzenberg.gov.za

MAYORAL BURSARY FUND APPLICATION FORM

(PLEASE NOTE: This form must be completed in the own handwriting of the applicant)



COUNCIL MEETING SCHEDULE: JANUARY UNTIL JUNE 2021

MONTH	DATE	TIME	VENUE	MEETING
January	11	09:00	Council Chambers/Virtual	Senior Management
	18	09:00	Council Chambers/Virtual	Senior Management
	19	11:00	Council Chambers/Virtual	Executive Mayoral Committee
	20	15:00	Council Chambers	Local Labour Forum
	25	09:00	Council Chambers/Virtual	Senior Management
,	26	10:00	Council Chambers/Virtual	Council workshop
	27	10:00	Council Chambers/Virtual	Council meeting
February	1	09:00	Council Chambers/Virtual	Senior Management
	8	09:00	Council Chambers/Virtual	Senior Management
	9	11:00	Council Chambers/Virtual	Executive Mayoral Committee
	10	10:00	Council Chambers/Virtual	Committee for Technical Services
	10	14:00	Council Chambers/Virtual	Committee for Local Economic Development & Tourism
	11	10:00	Council Chambers/Virtual	Committee for Community Development
	11	14:00	Council Chambers/Virtual	Committee for Corporate and Financial Services
	15	09:00	Council Chambers/Virtual	Senior Management
	15 – 19	-	-	SALGA Provincial Working Group meetings
	19	09:00	Virtual	Performance, Risk and Audit Committee
	22	09:00	Council Chambers/Virtual	Senior Management
	23	10:00	Council Chambers/Virtual	Council workshop
	24	10:00	Council Chambers/Virtual	Council meeting (Adjustment Budget)
	25	10:00	Council Chambers	Committee for Housing Matters

March	1	09:00	Council Chambers/Virtual	Senior Management
	2	11:00	Council Chambers/Virtual	Executive Mayoral Committee
	8	09:00	Council Chambers/Virtual	Senior Management
	10	15:00	Council Chambers	Local Labour Forum
	11	10:00	Council Chambers/Virtual	Municipal Public Accounts Committee
	15	09:00	Council Chambers/Virtual	Senior Management
	16	11:00	Council Chambers/Virtual	Executive Mayoral Committee
	29	09:00	Council Chambers/Virtual	Senior Management
	30	10:00	Council Chambers/Virtual	Council workshop
	31	10:00	Council Chambers/Virtual	Council meeting (Draft Budget)
April	12	09:00	Council Chambers/Virtual	Senior Management
	13	11:00	Council Chambers/Virtual	Executive Mayoral Committee
	14	15:00	Council Chambers	Local Labour Forum
	19	09:00	Council Chambers/Virtual	Senior Management
	20	11:00	Council Chambers/Virtual	Executive Mayoral Committee
	21	10:00	Council Chambers/Virtual	Committee for Technical Services
	21	14:00	Council Chambers/Virtual	Committee for Local Economic Development & Tourism
	22	10:00	Council Chambers/Virtual	Committee for Community Development
	22	14:00	Council Chambers/Virtual	Committee for Corporate and Financial Services
	26	09:00	Council Chambers/Virtual	Senior Management
	29	10:00	Council Chambers	Committee for Housing Matters
May	3	09:00	Council Chambers/Virtual	Senior Management
	7	09:00	Virtual	Performance, Risk and Audit Committee
	10	09:00	Council Chambers/Virtual	Senior Management
	12	15:00	Council Chambers	Local Labour Forum
	17	09:00	Council Chambers/Virtual	Senior Management
	18	11:00	Council Chambers/Virtual	Executive Mayoral Committee
	24	09:00	Council Chambers/Virtual	Senior Management
	25	10:00	Council Chambers/Virtual	Council workshop
	26	10:00	Council Chambers/Virtual	Council meeting (Approval of budget)
	31	09:00	Council Chambers/Virtual	Senior Management

MONTH	DATE	TIME	VENUE	MEETING
June	7	09:00	Council Chambers/Virtual	Senior Management
	8	11:00	Council Chambers/Virtual	Executive Mayoral Committee
	9	15:00	Council Chambers	Local Labour Forum
	10	10:00	Council Chambers/Virtual	Municipal Public Accounts Committee
	14	09:00	Council Chambers/Virtual	Senior Management
	15	10:00	Council Chambers/Virtual	Committee for Technical Services
	15	14:00	Council Chambers/Virtual	Committee for Local Economic Development & Tourism
	17	10:00	Council Chambers/Virtual	Committee for Community Development
	17	14:00	Council Chambers/Virtual	Committee for Corporate and Financial Services
	21	09:00	Council Chambers/Virtual	Senior Management
	22	11:00	Council Chambers/Virtual	Executive Mayoral Committee
	24	10:00	Council Chambers	Committee for Housing Matters

Corrie CG. Wessels

From:

Mariettha Muller

Sent:

Thursday, 12 November 2020 11:28 AM

To:

Corrie CG. Wessels

Subject:

FW: URGENT Request for Council Meeting Dates ::: 2020

Importance:

High

From: Magda Marais [mailto:mmarais@salga.org.za]

Sent: 07 November 2019 10:58 AM

To: Cllr Anre Koegelenberg: CW Drakenstein; Cllr Anre Koegelenberg: CW Drakenstein; Cllr Donovan Joubert: CW Cape Winelands; Cllr Donovan Joubert: CW Cape Winelands; Cllr Mrs Marlene Barnardt: CW George; Cllr Mrs Marlene Barnardt : CW George; Cllr Ms Desiree Visagie : CW Cape Town; Cllr Ms Desiree Visagie : CW Cape Town; Cllr Ms Desiree Visagie: CW Cape Town; Cllr Paul Biscombe: CW Stellenbosch; Cllr Paul Biscombe: CW Stellenbosch; Cllr Sammy Goodeman: CW Breede Valley; Adv Koos Celliers; Ald Anton Coetsee: S Overstrand; Ald Danie du Toit : S Theewaterskloof; Ald Danie du Toit : S Theewaterskloof; Ald Dirk Smit : S Cape Town; Ald Dirk Smit : S Cape Town; Ald Dirk Smit : S CapeTown; Ald Euan Wildeman : S Bitou; Ald Euan Wildeman : S Bitou: Ald Euan Wildeman: S Bitou; Ald Euan Wildeman: S Bitou; Ald Johan Nieuwoudt: S Agulhas; Ald Johan Nieuwoudt: S Cape Agulhas; Ald Lincoln de Bruyn: S Overberg; Ald Lincoln de Bruyn: S Overberg; Ald Petru Terblanche: S Mossel Bay; Ald Riaan de Vries: S Bergrivier; Ald Riaan de Vries: S Bergrivier; Ald Schalk van Eeden: S Langeberg; Ald Schalk van Eeden: S Langeberg; Ald Sinki Motsoane: S Beaufort West; Ald Sinki Motsoane: S Beaufort West; Ald Sinki Motsoane: S Beaufort West; Central Karoo; Cllr Aidan Stowman: S Drakenstein; Cllr Aidan Stowman: S Drakenstein; Cllr Andrew Stroebel: S Hessequa; Cllr Andrew Stroebel: S Hessequa; Cllr Bongani Sonqwenqwe: S Swellendam; Cllr Bongani Sonqwenqwe: S Swellendam; Cllr Gerrit Pretorius: S George; Cllr Gerrit Pretorius: S George; Cllr Hennie Nell: S Matzikama; Cllr Isak Windvogel: S Central Karoo; Cllr Isak Windvogel: S Central Karoo; Cllr Isak Windvogel: S Central Karoo; Cllr Michael Rangasamy: S Swartland; Cllr Michael Rangasamy: S Swartland; Cllr Mrs Clara Meyer: S Cape Winelands; Cllr Mrs Clara Meyer: S Cape Winelands; Cllr Mrs Clara Meyer: S Cape Winelands; Cllr Mrs Olwene Daniels: S Saldanha Bay; Cllr Mrs Olwene Daniels: S Saldanha Bay; Cllr Ms Aletta Theron: S Kannaland; Cllr Ms Aletta Theron: S Kannaland; Cllr Ms Aletta Theron: S Kannaland; Cllr Ms Julia le Roux-Korowitz: S Oudtshoorn; Cllr Ms Julia le Roux-Krowitz: S Oudtshoorn; Cllr Ms Titi Gombo: S Knysna; Cllr Ms Titi Gombo: S Knysna; Cllr Neil Mercuur: S Breede Valley; Cllr Neil Mercuur: S Breede Valley; Cllr Paul Strauss: S Cederberg; Cllr Paul Strauss: S Cederberg; Cllr Paul Strauss: S Cederberg; Cllr Petru Terblanche: S Mossel Bay; Cllr Petru Terblanche: S Mossel Bay; Cllr Petru Terblanche: S Mossel Bay; Cllr Rhandal Swarts: S West Coast; Cllr Ricardo Louw: S Laingsburg; Cllr Stoffel Botes: S Prince Albert; Cllr Stoffel Botes: S Prince Albert; Cllr Stoffel Botes: S Prince Albert; Mariettha Muller; Theodore Godden; Cllr Wilhelmina Petersen: S Stellenbosch; Cllr Wilhelmina Petersen : S Stellenbosch; Cllr Wilhelmina Petersen : S Stellenbosch; Mr Craig Mitchell : Dept Local Government; Mr Kamal Makan: Dept Local Government; Mr Mario Baatjes: Dept Local Government; Speaker Garden Route; Swartland

Municipality; Thobela Mdledle: DLG

Subject: URGENT Request for Council Meeting Dates ::: 2020

Importance: High

Good morning Speakers and Chief Whips

Similar to previous years you are again requested to kindly, yet urgently, assist in forwarding the 2020 Council Meeting Dates to me to enable SALGA to compile the 2020 Year Planner to ensure that we do not arrange meetings on the same dates as the Council Meetings for 2020.

Thank you to Swartland Municipality - I have already received your 2020 Year Calendar.

Thank you for your assistance in this regard.

Magda Marais [Mrs]

Speakers' Forum Secretariat Municipal Managers' Forum Secretariat

Tel

E-mail

Website



NOTE: This e-mail, which includes any attachments, is confidential, may be privileged and is intended solely for the use of the named recipient(s). If you are not the intended recipient of this e-mail please immediately notify the sender and delete the e-mail. You may not copy, distribute or disclose the contents of this e-mail to anyone nor take any action in reliance on the content of this e-mail. While we endeavour to exclude viruses from e-mails, neither the sender nor SALGA shall incur any liability resulting, directly or indirectly, from accessing any of the attached files, which may contain a virus or the like. No person may conclude a contract on behalf of SALGA by e-mail without written authorisation from a duly authorised representative of SALGA. Any views expressed in this e-mail are not necessarily those of SALGA, in which event SALGA accepts no responsibility or liability whatsoever. SALGA accepts no responsibility for loss or damages, which may arise from the use of this e-mail as a means of communication." http://www.salga.org.za

From:

Sent: To: Nico J Witbooi < Nico. Witbooi@westerncape.gov.za>

Wednesday, 02 December 2020 16:42

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Subject: Submission of dates for 2021 Provincial IGR Calendar

Importance: High

Good day Executive Mayors, Municipal Managers and Stakeholders

For purposes of compiling the 2021 Western Cape IGR Calendar, it would be appreciated if you could provide the Department of Local Government with your schedule of meetings at your earliest convenience, please.

Should municipal dates only be available for the period up till June 2021, you are welcome to provide same to me and the remainder just after your financial year-end.

Dates relating to the following will be most relevant, but you are welcome to include dates that you deem important/critical, too:

Mayco / Exec Mayco
Audit Committee / Audit & Audit Performance Committee
MPAC / Special MPAC
Council / Special Council
WCMMF
DCFTech / DCF
Local Labour Forum
Sector Engagement / Municipal Advisory Forum
Tabling of Draft Budget / Adjustment Budget

Regards.

NJ Witbooi Intergovernmental Relations Department of Local Government Western Cape Government

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Witzenberg Municipality Public Participation Process Policy

WITZENBERG MUNICIPALITY PUBLIC PARTICIPATION PROCESS POLICY AND IMPLEMENTATION FRAMEWORK

1. DEFINITIONS

In this policy, unless otherwise indicated in the context –

"Council" means the municipal council of Witzenberg Municipality

"Councillor" means a member of the municipal council

"Community" or "local community" means that body of people comprising -

- > The residents of the Municipality
- > The ratepayers of the Municipality
- Any civic organisation and non-governmental, private sector or labour organization or bodies which are involved in the local affairs of the Municipality
- "Community participation" means the public participation at the municipal level where local residents are called "the community"
- "Constitution" means the Constitution of the Republic of South Africa, 1996
- "Consultation" means the action or process of formally consulting or discussing
- "Inform" means to give or impart knowledge of a fact or circumstance
- "Integrated Development Plan (IDP)" means the principle strategic planning instrument which guides and informs all planning and development, in a Municipality
- "Involve" means to have or include (something/someone) as a necessary or integral part or result
- "Municipal Manager" means the person appointed in terms of Section 54A of the Local of Government: Municipal Systems Act, Act 32 of 2000
- "MTREF" means the Medium Term Revenue and Expenditure Framework
- "Municipal Finance Management Act (MFMA)" means the Local Government: Municipal Finance Management Act, Act 56 of 2003
- "Performance Management System (PMS)" means a two-way communication process between the Municipality and the community that measures specific targets, standards and priorities that were agreed on during the IDP process.

- "Performance Management Regulations" mean the Municipal Performance Management Regulations for Municipal Managers and Managers Directly accountable to Municipal Managers, R805, 1 August 2006.
- "Public Participation" means an open, fair and accountable process through which individuals and groups within selected communities can exchange views and influence decision making. It is further defined as a democratic process of engaging people, deciding, planning and playing an active part in the development and operation of services that affect their lives.
- "SDBIP" means Service Delivery and Budget Implementation Plan
- "Stakeholder" means an individual or group with an interest in a particular issue addressed by government, e.g. ratepayers association or trade unions.
- "Structures Act" means the: Local Government: Municipal Structures Act, Act 117 of 1998
- **"Systems Act"** means the Local Government: Municipal Systems Act, Act 32 of 2000
- "Ward Committee" means a committee of a municipal ward, established in terms of Chapter 4, Part 4 of the Structures Act

2. PREAMBLE

Public Participation is not simply derive from the local government legislative framework but is also an outcome of the **IDP** (Integrated development plan), which is the single most important strategic planning tool for the translation of developmental principles and objectives into action. This means amongst other that developmental planning be participatory and thus incorporates the voices of the communities affected by the planning as well as drawing the idea of public participation into the spotlight with a clear transformational agenda with regard to the socio-economic well-being of all communities.

In addition to taking its cue from the national, provincial and local policy context, public participation builds on the policy foundations created by the **IDP**, been formulated via stakeholder engagement under the leadership of the Executive and Political role-players of the Witzenberg Municipality.

The view of public participation is further endorsed in the idea of "putting people first". Batho Pele premised itself on how employees interact with all stakeholders and how they are served with care and putting them first.

3. TYPOLOGY OF PARTICIPATION

Information disclosure

People participate by being told what has already been decided or has already happened.

Public consultation

People participate by being consulted. Consultation carries no obligation to take account of people's views.

Functional Participation

People are encourage to participates as a means to achieve project goals, especially to reduce cost and comply with procedural; requirements

Interactive Participation

People participate in partnership with external agencies at the early strategic stages of project design and throughout its implementation

Self - Mobilization

People participate by taking initiatives independent of external agencies, particularly if governments, NGOs, or private companies provide an enabling framework.

4. VISION

The Municipality adopted a vision 'A MUNICIPALITY THAT CARES FOR ITS COMMUNITY, CREATING GROWTH AND OPPORTUNITIES' to meet their obligations.

4.1 CONCEPTUALIZATION OF THE VISION.

Holistic governance is framed in the vision of the municipality as well as the IDP and underpins the following principles:

- Integrated planning and implementation
- Integrated service delivery and strategic action
- Participatory and collaborative governance

It therefore strives to strengthen collaboration through an integration approach insuring implementation of a participative, citizen focused corporate institution.

5. PURPOSE

The purpose of this policy framework is to:

- Provide guidelines to improve the understanding of the concept public participation
- Speed up the establishment of the interface with stakeholders
- > Strengthen holistic governance
- Establish a communication strategy that will enhance professional relationships within the executive and political context as well as the collective.
- Improve understanding of legal framework within the IDP
- Mainstreaming participation into the economic infrastructure sectors (Integration in the macro economic sector)

6. LEGAL FRAMEWORK

The following mandates this policy:

6.1 The Constitution of the Republic of South African, 1996

The South African Constitution states embrace the principles of public

¹ Witzenberg Integrated Development Plan 2017-2021

participation and encourage the notion of stakeholder involvement. The Constitution states:

Section 152 - the Objects of local government (are) to encourage the involvement of communities and community organisations in the matters of local government.

Section 195 (e) – in terms of the Basic values and principles governing public administration – people's needs must be responded to, and the public must be encouraged to participate in policy-making"

6.2 Municipal Finance Management Act, 56 of 2003

To secure sound and sustainable management of the financial affairs of municipalities and other institutions in the local sphere of government

6.3 Municipal Systems Act, 2000

Section 4 Rights and duties of municipal councils - (2) The council of a municipality, within the municipality's financial and administrative capacity and having regard to practical considerations, has the duty to—

- (e) consult the local community about—
 - > the level, quality, range and impact of municipal services provided by the municipality, either directly or through another service provider; and

Section 5 Rights and duties of members of local community.—(1) Members of the local community have the right—

- (a) through mechanisms and in accordance with processes and procedures provided for in terms of this Act or other applicable legislation to
 - contribute to the decision-making processes of the municipality; and
 - submit written or oral recommendations, representations and complaints to the municipal council or to another political structure or a political office bearer or the administration of the municipality;
- (c) to be informed of decisions of the municipal council,
- (d) to regular disclosure of the state of affairs of the municipality, including its finances;

Section 16 Development of culture of community participation.—(1) A municipality must develop a culture of municipal governance that complements formal representative government with a system of participatory governance, and must

for this purpose—

- (a) encourage, and create conditions for, the local community to participate in the affairs of the municipality, including in—
 - ➤ (i) the preparation, implementation and review of its integrated development plan;
 - (iv) the preparation of its budget;
- (b) contribute to building the capacity of
 - the local community to enable it to participate in the affairs of the municipality; and
 - councilors and staff to foster community participation

Section 42 Community involvement.—A municipality, through appropriate mechanisms, processes and procedures, must involve the local community in the development, implementation and review of the municipality's performance management system, and, in particular, allow the community to participate in the setting of appropriate key performance indicators and performance targets for the municipality.

6.4 National Policy Framework for Public Participation

The policy framework serves as a guideline for local municipalities. For the purposes of this document it was also considered.

7. PRINCIPLES

Cooperative and Collaborative Governance²

Improving and supportive of the community participation process in a joint fashion

Batho Pele³

- > To promote the notion of "putting people first"
- Services orientated
- Strive to excellence
- Continuous improvement of service delivery
- Tool for customers to hold public servants accountable

Harmonization

² Cooperative Governance and Traditional Affairs

³ Batho Pele Principles – consultation; service standards; access; courtesy; information; openness and transparency; redress; and value for money

> Establishing common arrangements for planning and implementing the policy

Mutual accountability

Joint responsibility for the success of the policy framework

7.1 Principles of Community/Public Participation:

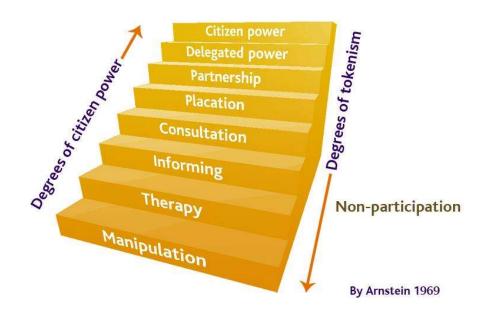
- Inclusivity embracing all views and opinions in the process of community participation.
- ➤ **Diversity** in a community participation process it is important to understand the differences associated with race, gender, religion, ethnicity, language, age, economic status and sexual orientation. These differences should be allowed to emerge and where appropriate, ways sought to develop a consensus. Planning processes must build on this diversity.
- ➤ Building community participation capacity-building is the active empowerment of role players so that they clearly and fully understand the objective of community participation and may in turn take such actions or conduct themselves in ways that are calculated to achieve or lead to the delivery of the objectives.
- > **Transparency** promoting openness, sincerity and honesty among all the role players in a participation process.
- ➤ Flexibility the ability to make room for change for the benefit of the participatory process. Flexibility is often required in respect of timing and methodology. If built into the participatory processes upfront, this principle allows for adequate public involvement, realistic management of costs and better ability to manage the quality of the output.
- ➤ Accessibility at both mental and physical levels collectively aimed at ensuring that participants in a community participation process fully and clearly understand the aim, objectives, issues and the methodologies of the process, and are empowered to participate effectively. Accessibility ensures not only that the role players can relate to the process and the issues at hand, but also that they are, at the practical level, able to make their input into the process.
- ➤ Accountability the assumption by all the participants in a participatory process of full responsibility for their individual actions and conduct as well as a willingness and commitment to implement, abide by and communicate as necessary all measures and decisions in the course of the process.
- ➤ Trust, Commitment and Respect Above all, trust is required in a public participatory process. Invariably, however, trust is used to refer to faith and confidence in the integrity, sincerity, honesty and ability of the process and those

facilitating the process. Going about participation in a rush without adequate resource allocations will undoubtedly be seen as a public relations exercise likely to diminish the trust and respect of community in whoever is conducting the process in the long term, to the detriment of any community participation processes.

➤ Integration – that community participation processes are integrated into mainstream policies and services, such as the IDP process, service planning.

8. PROPOSED COMMUNICATION STRUCTURE, RESPONSIBLE PARTIES AND THEIR ROLES

Ladder of Participation



Citizen control – People participate by taking initiatives independently of external institutions for resources and technical advice they need, but retain control over how resources are used. An example of citizen control is self-government – the community makes the decisions.

Delegated power – in this regard government ultimately runs the decision-making process and funds it, but communities are given some delegated powers to make decisions. People participate in joint analysis, development of action plans and formation or strengthening of local institutions. The process involves interdisciplinary methodologies that seek multiple perspectives and make use of systemic and structured learning processes. As groups take over local decisions and determine how available resources are used, so they have a stake in maintaining structures or practices.

Partnership – an example is joint projects – community has considerable influence on the decision making process but the government still takes responsibility for the decision. Participation is seen by external agencies as a means to achieve project goals, especially reduced costs. People may participate by forming groups to meet predetermined objectives related to the project. Such involvement tends to arise only after external agents have already made major decisions. Participation may also be for material incentives where people participate by contributing resources, for example, labour in return for food, cash or other material incentives.

Placation – the community are asked for advice and token changes are made.

Consultation – community is given information about the project or issue and asked to comment – e.g. through meetings or survey – but their view may not be reflected in the final decision, or feedback given as to why not. External agents define problems and information gathering processes, and so control analysis. Such a consultative process does not concede any share in decision-making.

Informing - Community is told about the project – e.g. through meetings or leaflets; community may be asked, but their opinion may not be taken into account.

Therapy – People participate by being told what has been decided or has already happened. It involves unilateral announcements by an administration or project management without any listening to people's responses.

Manipulation –. Participation is simply a pretence, e.g. with "people's" representatives on official boards but who are not elected and have no power, or where the community is selectively told about a project according to an existing agenda. The community's input is only used to further this existing agenda.

8.1 Role of Communication in Public Participation

Public participation through communication is the continuous, planned, structured and organised use of communication in the promotion of development, working towards changing the attitudes and/or behavior of the general public, through the dissemination of reliable information and through encouraging the active and conscious participation of the broad public in the process.

There is an intricate interrelated relationship between communication and participation, whereby communication is both a prerequisite for effective participation and an on-going, parallel process.

Most often, public participation implies broad-based communication, the provision of accurate and reliable information to the general public. The effectiveness of any participation process is fundamentally linked to the institutional capacity of a

municipality to maintain an effective communication system. Successful participation is absolutely dependent on good communication.

The high frequency of service delivery protests the country has experienced clearly demonstrates the extent to which channels of communication between government and communities have broken down. A primary contributor to this is the marked absence of communication between councillors and residents. The consequence of not providing communities with these essential and appropriate communication channels cause frustrations that lead communities to feel that communicating through violence is the only way that they will be heard.

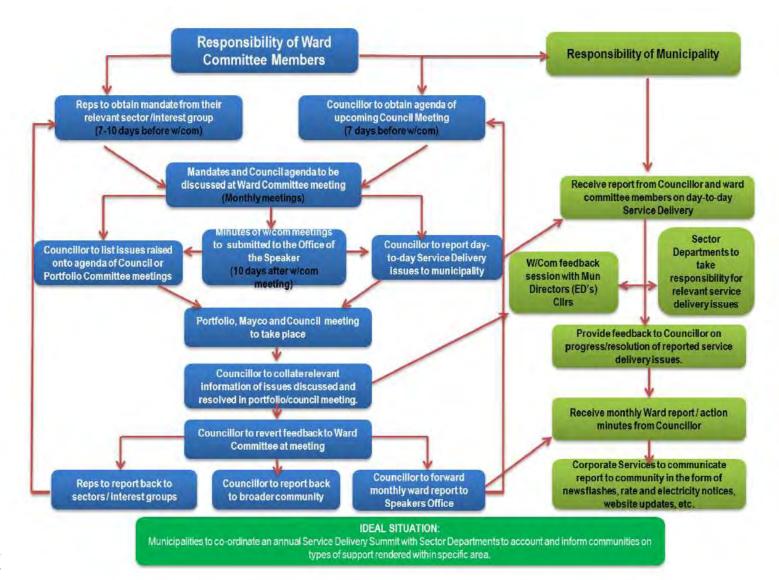
The failure on the part of municipalities to adopt effective complaints-handling mechanisms and customer care strategies only further amplifies this communication and accountability problem. Community members are more likely to respond to a municipality which is accountable to them and which takes the time to explain why their needs and service delivery expectations are not being satisfied.

Key to this are Councilors, the "people's person" in communities who are essentially elected to be the voice of their wards. Councilors are predominantly responsible for the 2-way flow of information between communities and the municipality as they facilitate the receiving, relaying, and feedback of information. Councilors are therefore the Communication Gatekeepers of society's conversation between government and the people

As such, the Municipality has decided to adopt a Communication and Accountability Model to ensure the correct and fluid flow of information between communities and local government structures via Councilors and Ward Committees.

This model is detailed on the following page.⁴

⁴ Witzenberg Municipality Communication Strategy 2012 - 2017



8.2 **The Most Important Role Players**

Political Structure

- Executive Mayor
- > Speaker's office
- ➤ Ward Councilors

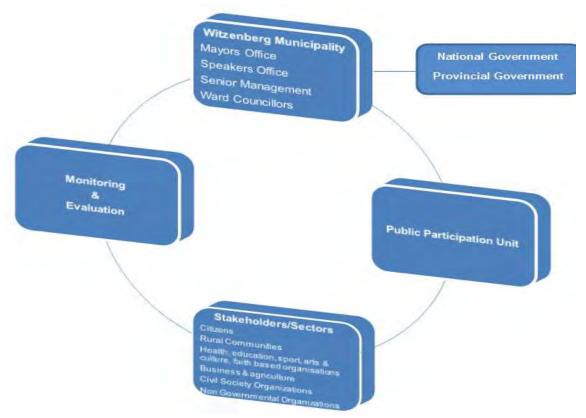
Non Political Structure

- ➤ Senior Management Team
- ➤ Middle Management
- > Operational Component
- > Ward Committees

Other

- > National Government
- > Provincial Government
- ➤ Other Local Authorities5
- ➤ General public Business sector
- ➤ Civil Society Organization (CSO),
- > Non-Governmental Organizations (NGO)

⁵ SAPS; EMS; Correctional Services; ext.



8.3 Description of Roles

- Witzenberg Municipality –The Office of the Mayor, Speakers Office, Ward Councillors, Municipal Manager and Senior Officials are mostly responsible to communicate and report back to the stakeholders on service delivery and other important matters that also include strategic planning.
- ➤ Government The government structures such as National and Provincial Local Government Departments provide strategic and policy guidelines. The departments are also responsible to monitor the performance of the local municipality to ensure that the national and provincial targets and goals are achieved.
- ➤ Public Participation Unit The main responsibility of the proposed unit will be to manage the logistical arrangements and any community engagement and to ensure exclusivity as far as community structures and stakeholders are concerned.
- Stakeholders The stakeholders include Citizens, Rural Communities, Education, Safety and Security, Health, Sport and Recreation, Art and Culture, Business and Faith Based Organisations.
- Monitoring & Evaluation do an annual assessment of the municipalities performance in terms of their investment and approach to public participation.

9. APPROACH

A holistic **strategy for communication** with regard to Public Participation which conforms to the principle mentioned in this policy and may include:

Importance of communication

- Insure coordination's and consistent information
- > Create widespread understanding and application

Framework for communicating

Communicating the projects and activities of the organisation

Key results for the strategy

- > To share information and improve current process
- Understand the governing environment

Key outcomes

Clearly defined communication process and stakeholder roles

A Package of objectives to give effect to an efficient corporate structure and culture

- Integrating the strategy into management plan
- Disclosure of information to affected communities
- Establishing a mechanism of hearing grievances

10. PROPOSED IMPLEMENTATION PLAN

- The establishment of a Public Participation Unit that will be responsible for the logistical arrangements of Public Participation Processes and Community Engagements, Awareness and Educational Campaigns.
- The Public Participation Unit can be centralized within the following Municipal Departments: IDP, Administration, and Communication Units
- An existing senior Manager within the Municipality must be identified/nominated that will take responsibility for the overall management of the unit.
- ➤ The staff component can be sourced from the different departments as mentioned above to minimize the financial impact.
- The role of Ward Councilors should be acknowledged by the Unit.

11. CONSIDERATION

- ➤ The Municipality has to invest more in terms of understanding and implementing the Municipal Structures Act. (Training and development of political and corporate structure).
- There must be an allocated budget for the Public Participation and Ward Committees to implement effective Public Participation.
- ➤ The development of a monitoring and evaluation tool in relation to Public

- participation and engagement.
- Inclusion of Public Participation as one of the KPA's in the job description of Senior Management.

12. CHALLENGES

This contextual analysis below summarized the key challenges that municipality needs to address.

- Creation of an institutional culture that embraces public participation. Improved communications to enhance a professional relationship within the municipality, and with the stakeholders.
- > Establish a culture of confidence and trust with the stakeholders
- > Identification of the appropriate platforms for presenting and promoting the institution.
- ➤ To ensure that Public Participation process is implemented as prescribed by the Act to the best of our ability.
- > To ensure meaningful citizen participation in all communities and organised sectors.
- > Application of all relevant Acts, Constitution, Municipal & Structures Act, National Framework, within the Public Participation paradigm.
- > To ensure that the Batho Pele Principles are respected, implemented and adhere to by both the political and staff component of the municipality.
- Adopting a Performance Management Cultur

13. CONCLUSION

The policy framework serves as a guideline to give effect to the reconfiguration of this institutional landscape and to support future growth and development through public participation and the **IDP** to ensure the translation of the developmental principles and objectives contain in this document into action.

One of the major challenges is the municipal's legal obligation to ensure community participation and provide an environment in which the communities are able to dialogue.

Finally, this framework attempts to provide a rationale for institutionalizing an appropriate infrastructure for good cooperative and collaborative governance to deliver on the desired outcomes.

PROPOSED SUBDIVISIONS OF ERF 103 DIE DORP OP DIE BERG AND THE FARMS SCHURFTE BERG NO.210, WAGENDRIFT NO.214 & KOUE BOKKEVELD NO.417 SITUATE IN THE WITZENBERG MUNICIPALITY IN THE ADMINSTRATIVE DISTRICT OF CERES Remainder Erf 103 211/8 Remainder Erf Ptn.A (of Erf 103) stop valves 103 Farm 417/0 211/4 ablution block Portions of Farm 210/0 Portion of Farm 214/0 ±9036m² ±230m² fence Remainder Farm Wagen No.214 Remainder Farm Schurfte Berg No.210 PLAN NO.ODB104.MAL

Site Plan

Scale / Skaal: 1 : 2500 Date / Datum: 4/8/2020

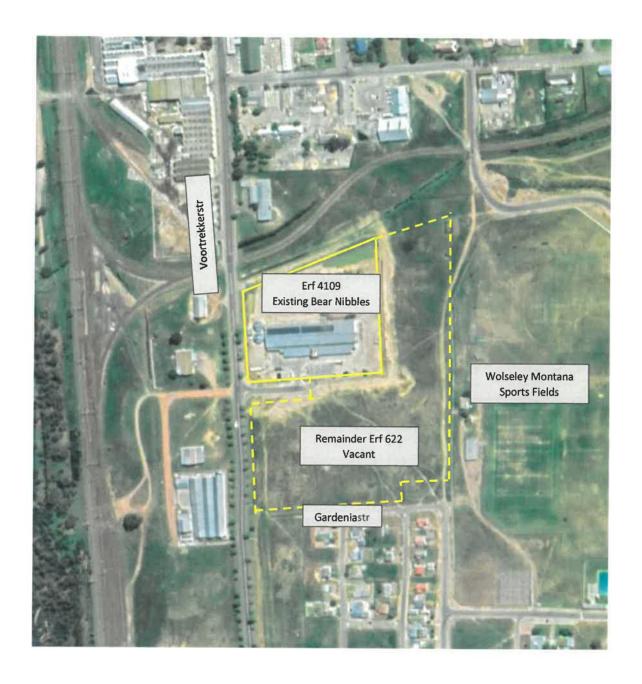
RIDING & WATT

Professional Land Surveyors Professionele Landmeters P O Box 297 / Posbus 297 CERES, 6835

CERES, 6835 Tel: 023-3121455; 082 55 44 695









Witzenberg Municipality PO Box 44 Ceres 6835

Dear Sir/Mam,

INTEREST TO PURCHASE REMAINDER OF ERF 622, WOLSELEY:

1. BACKGROUND

Lotus Bakeries UK Ltd invested in an agri-processing business, Lotus South Africa Manufacturing, located on Erf 4109, Voortrekker Road, Wolseley in May 2019. It immediately created permanent job opportunities for 300 employees as well as procuring 90% of its raw materials (exceeding R35m per annum) from local suppliers in the Witzenberg region.

Following the success of this first phase (BEAR 1), Lotus South Africa Manufacturing commenced construction on the second phase (BEAR 2) of the manufacturing facility in June 2020. The second phase (BEAR 2) will provide immediate employment for 60 staff members once complete in January 2021. Once fully ramped up, phase 1 (BEAR 1) and 2 (BEAR 2) will ultimately provide 600 permanent job opportunities. The total capital investment to date equals R100m. A phase 4 (BEAR 3) extension of 2080 m² GLA on erf 4109 is planned for 2026.

Lotus South Africa's current model is to export bulk product to the UK and US where the retail packing is carried out. Over the course of 2020/21, this retail packing element is being migrated over to South Africa and ultimately the facility in Wolseley will manufacture and retail pack product for 26 different countries across the globe. In order to do this, phase 2 (BEAR 2) of the facility will house state of the art packaging equipment, starting with 2 lines but gradually extending to 6 lines over the next 5 years.

2. DEVELOPMENT PROPOSAL

The board of directors Lotus Bakeries Ltd (holding company of the Lotus Bakeries UK Ltd) have shown interest in investing in further land in order to move other manufacturing activities currently outsourced to international copackers, to Wolseley.





The proposed agri-processing facility will incorporate the following once completed:

Factory / production space – 7 500m² Office / staff facility / canteen & training facility – 1 050 m² Packaging and raw material warehouse – 5 700 m²

Phase 1 (NEW 1)

- Investment will amount to an estimated R 100 000 000
- Job creation 200 permanent job opportunities.
- Programme 1-2 years
- Construction proposed
 - Office / staff facility / canteen 1 050 m²
 - Factory / production space 2 500m²
 - Packaging & raw material warehouse 1 900m²
 - Access road and parking
- Electrical requirement 350 kVA

Phase 2 (NEW 2)

- Investment will amount to an estimated R 65 000 000
- Job creation 100 permanent job opportunities.
- Programme 3-5 years
- Construction proposed
 - Factory / production space 2 500m²
 - Packaging & raw material warehouse 1 900m²
- Electrical requirement 350 kVA

Phase 3 (NEW 3)

- Investment will amount to an estimated R 75 000 000
- Job creation 100 permanent job opportunities.
- Programme 6-9 years
- Construction proposed
 - Factory / production space 2 500m²
 - Packaging & raw material warehouse 1 900m²
 - Access road
- Electrical requirement 300 kVA

Please see the attached **Site Layout** (Drawing Number Dated: by Ulrich Bruwer) of the proposed extension on Erf 622.

The buildings will be equipped with energy efficient equipment, LED lighting, backup generator and solar panels in order to reduce the electricity load.





It is anticipated that solar panel totalling 1000 kVA will be installed over the 3 phases. (In accordance with council requirements and allowances)

Water & sewerage

- Attached, please find the GLS report recently undertaken for the neighbouring plot.
 - o Erf 4109 Figure 1
 - o Erf 4109 Figure 2
 - o Erf 4109 Wolseley text
- It is evident that sufficient water and sewerage capacity is available given some infrastructural upgrades as proposed

Stormwater

 As per council requirements the design will make provision for stormwater attenuation in accordance with municipal bylaws. Detailed stormwater management plan will be submitted for consideration and approval.

3. CONCLUSION

The directors of the Lotus Bakeries Group of companies are very positive about the future growth opportunities in South Africa and are very keen to build on the success the current plant has seen in the last 12 months. They value the support to date from the local Witzenberg Municipal Council but also hope to build a long term relationship with the municipality and the Witzenberg area.

With this in mind, the company would like to secure the remainder of Erf 622 in order to execute it's 10 year strategic growth plans in Wolseley.

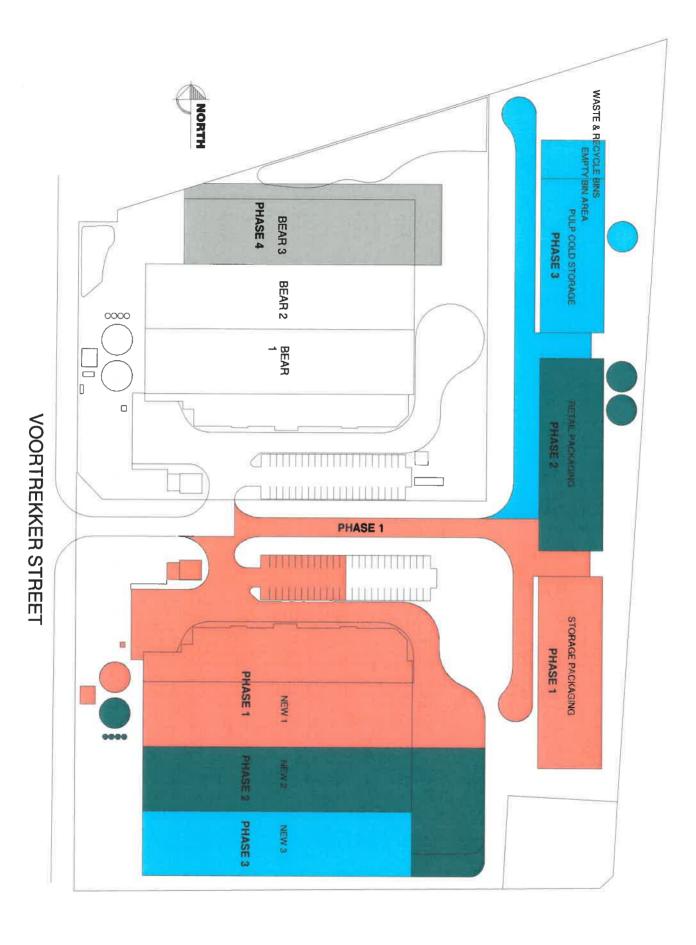
We would also like to take this opportunity to invite the Witzenberg Municipal management team for a site visit, so we can share first hand our vision for the future.

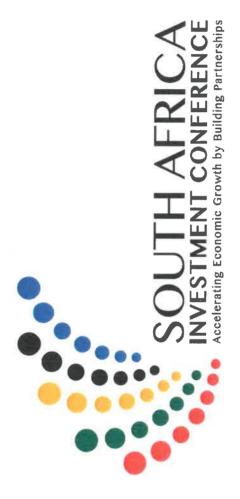
I look forward to hearing from you

Kind Regards

Donald Matheson Managing Director







2020 SA Investment Conference Project Announcements





Announcement criteria



- Only projects within the boundaries of the Republic of South Africa will be considered.
- The project must reflect fixed capital investment of above R100 million (no opex included) and is expected to reach start of operation by 2022.
- The announcement must have board approval and must have reached feasibility stage
- Projects must be fully funded with no outstanding approvals
- Companies making announcements to provide a project implementation plan
- Companies to complete the company declaration and project details as per attached slides
- undertaking to provide InvestSA with at least quarterly project updates Each company to provide a contact person for the project with the



Company Declaration



give permission for Invest SA to include my project to invest R 279 million (2019-2021) as part of the 2020 SA Investment Conference I, Donald Matheson, the Managing Director.....ofLotus South Africa Manufacturing Announcements. As part of this investment announcement,...Lotus South Africa Manufacturing.... undertakes to

(Company Name)

provide Invest SA with at least a quarterly update of the project progress.

InvestSA (and the dti) kindly requests that you provide information that is accurate so we may be able to report our progress to our stakeholders and continue to be of support to the international and domestic investor community pursuing business interests in South Africa.

	My company gives Invest SA permission to make this announcement public Spend of 110m ZAR across 2019-2020 is already in the public domain, 2021 spend of 169m ZAR has not been announced vet as it is a confidential project
	internally
Г	
7	My company is willing to participate in media events based on this announcement
	Would consider this on a case by case basis

If yes, please provide further details
following issues:
by any of the
layed by ar
being de
nouncement
Is this and

		South Africa	Inspiring new ways
Electricity Access		spend 2019-2020 is almost complete. 2021 spend is waiting for approval from Witzenburg municipali land adjacent to our existing plot	Date:
		nd 2019-2020 is almos la	
Licensing/Permitting	Infrastructure	Regulations First 2 years sper	Signature:
	□ '		Sign



Company Name: Lotus South Africa Manufacturing pty



nvestment date: 2019 - 2021

Country of origin: Belgium

Amount invested: 279m ZAR

Location of investment (city and province): Wolseley, Witzenburg Municipality

Project description and product: Dried Fruit

Surrent capacity/ output: 100m units per annum (2000T) from 2019 investment

Expected increase in Capacity/ output: Max capacity 10,000T from 2020 and 2021 investment

Economic impact: Local sourcing of raw material and packaging

Local partnerships: As above

Project timeline/ phases of development from Licences and Permits to start of production: 3rd phase commencing Janaury 2021 for completion January 2022

Direct full-time employment created and skills development: site will employ 560 full time employees. Currently at 300 after completion of 2019 phase

Reason for investing in South Africa: First investment due to access to raw materials, subsequent investments based on success of first and generating economies of scale

Point of contact for the project progress report: Name: Donald Matheson

Designation: Managing Director

Email: donald.matheson@bearnibbles.co.za

Phone number : 0663898867



Tony Vieira application for land

1st Phase construction of 800m² building – repacking & storage of fish. 15 jobs during peak, 5 rest of year.

Further phases 2 x 800m² buildings – additional meat repacking facility & entrepreneurial shops.

Land required – 6400m² near Bella Vista

Elektries insette - AS alles volgens plan gaan sal Eskom ons kwoteer vir die 5 Mva teen November 2020. Dit sal so R12 mil wees. Sodra on dit betaal sal ons binne 12 maande ons 5 Mva hê en ons kan allokasies weer toeken. As dinge nie volgens plan loop is ons in presies dieselfde posisie as wat ons nou is. GEEN BESKIKBAARHEID as gevolg van Eskom Stadsbeplanning - die sonering is reg daarvoor. Geen EIA nie want dit is bestaande nywerheidsgebied binne urban area. Dus slegs onderverdeling. Indien die Raad dit sal goedkeur sal Tony net alle kostes moet dra vir die onderverdeling.



AM Araujo Vieira C/o Orange and Vosstreet, Ceres Po Box 273, Ceres, 6835

Tel: 023 312 1676 Mobile: 083 4444 9757

Email: lesvosfisheries@gmail.com

Att: Municipal Manager PO Box 44, Ceres, 6835

Request for land

Introduction

A need exists in the Witzenberg Municipal area. It has been noted that small entrepreneurs drive to cape town and or St Helena Bay to buy fish (for example snoek) from the fishermen at the harbours.

Entreprenuers then bring it back to the Witzenberg Municipal area and sell it to the local people (especially to the farm workers).

This in itself is a great way to create jobs and to stimulate growth in the Witzenberg Municipal area. Local people buy local, the money (for the most part) stays in the Witzenberg community.

It has been noted that these small and upcoming entrepreneurs are facing challenges. Some of these challenges are economical and logistical, while others in my opinion, are environmental and health-related.

The current situation:

Currently, these entrepreneurs drive to the cape town harbour (136 km) or to St Helena Bay (168 km), both these journeys take about two hours one way. These journeys are usually undertaken in vehicles not equipped to carry fresh or inadequately frozen fish.

This results in a higher rate of spoilage, which results in a lower profit or even a loss for the entrepreneur (an economic issue) and the buyer can get ill from undetected spoiled fish (a health issue). If such spoiled fish is detected, such fish will probably end up in the municipal landfill (an environmental problem).

Due to the cyclical nature of the fishing seasons, these entrepreneurs only have access to this resource for approximately three months in a year, which limits them in creating a sustainable business.

A solution

We have taken it upon ourselves to find a solution for our community's need. We have access to the harbours to buy this fish at very competitive prices. We have access to the logistical infrastructure to transport the fish in terms of the industry standards and norms that ensure that spoilage (the environmental issue) and health factors (the health issue) are virtually eliminated.

The entrepreneurs will have access to the same fish that they will have at the harbours at almost the same price for the whole year. This will enable these entrepreneurs to have a business all year round (the economic issue).

An added advantage is the fish will be frozen at -30C, in Ceres whereas the fish at the port temperature may range anywhere between ambient temperature and -3C.

The plan (phase one)

Our plan proposes the construction of an 800m2 building. This building will be suited for the repacking and storage of fish (in a frozen state). The entrepreneurs will be able to buy these fish from the facility in Ceres, throughout the year to sell to their customers. It will also be possible that local and regional businesses can purchase their fish from this facility.

This facility will create additional direct employment for 15 local people in the peak season time and 5 local people during other times of the year.

Further phases

Even though this document only focuses on the first phase, it is essential to take note of the further phases that may be implemented.

The further phases call for two additional 800m2 buildings—the one building we envisage to be used as a meat repacking facility. Currently, Britos in Ceres is operating at maximum capacity for the packaging of meat products for sale to the general public. There is a demand for more meat packed in sellable packages. Our early estimation is that this repacking facility may create 10 - 15 additional employment opportunities.

The other building, we envisage being used a wholesaler for the small entrepreneurial shops (spaza shops) where these entrepreneurs can buy the product locally rather than to travel to Worcester or Cape Town to buy at the wholesalers there.

The need

We have a need of our own, and the main reason for this letter is that we need to buy land from someone (preferably from the Witzenberg municipality). We need to buy water and electricity (estimated at 250kVA peak) from someone (preferably from the Witzenberg municipality). The land needs to be, ideally, as close as can be to Bellavista, located in a suitable zoned area.

The reason for it needing to be in Bellavista is because, this is where the entrepreneurs that buy from us are situated. This is where the entrepreneurial shops are as well.

We also need a large piece of land. 6400m2 piece of land near Bellavista is not readily available.

The request

We humbly request that the Witzenberg sells us a piece of municipal land or help to obtain a piece of land. With a 2400m2 to 3200m2 building with a 50% ratio of covering, we will need a piece of land of at least 4800m2 to 6400m2.

We also need a 3-phase power point from the municipality. Note that the highest demand for electricity is in the period after the packing and processing plants are scaling the operations down. We would also require water and refuse collection.

Closing

We are hopeful that the Witzenberg municipality can and are willing to aid us in our request. Thank you for taking the time to read my request.

Regards

Antonion Marcelino (Tony) Araujo Vieira



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Provincial Working Groups

Highlights: Nov 2020







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Introduction

In the last couple of months, the popularity of virtual meetings has hit new records in response to calls to reduce face-to-face conferencing due to the Coronavirus (COVID-19) pandemic. Like many institutions around the world that had to switch from physical to virtual meetings, the South African Local government Association (SALGA) Western Cape also hosted Provincial Working Groups (PWGs) virtually this quarter. The PWGs meetings were held from 10 to 13 November 2020.

The PWGs sitting is a platform where councillors and municipal officials from all 30 municipalities across the Western Cape deliberate and discuss issues within the province. The purpose and objectives of working groups are to facilitate coordination, consultation and inclusive decision—making between SALGA and its members; and to serve as a forum through which organised local government members can consult, at a political level, to contribute as far as providing ideas, advice, political insight and support.

Economic Empowerment and Employment Creation (EEEC) and Community Development and Social Cohesion (CDSC) Working Group

A joint meeting of the EEEC and CDSC was held on 10 November 2020, to consider among others the following issues:

- Red Tape Reduction Strategy and municipal response for ease of doing business
- Provincial guidelines for Partial Care Facilities
- The Review of Section 84 and 85 of the Municipal Structures Act
- Lessons learned during COVID-19

Early Childhood Development (ECD) is a national priority with a guiding policy, but with limited implementation thus far. According to Ilifa Labantwana, a South African ECD programme founded in 2009, if well planned, the ECD sector can make significant shifts at local government level, but a space like this must be used strategically and systematically, because engaging with municipalities one at

a time is unlikely to unlock the change that is needed.

According to the National Integrated ECD policy, the following are Local Government's responsibilities:

- District municipalities are responsible for effective coordination of ECD.
- Local and metro municipalities should participate in the planning of ECD services. They are responsible for supporting childcare facilities to meet the minimum infrastructural, health and safety standards, registration of child minding services, development of new ECD service provision infrastructure, and auditing and identification of available infrastructure that may be used for the expansion of early learning services and programmes in areas of need.

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- Where capacity exists, the Department of Social Development may assign responsibility to Local Governments to register and deliver ECD services.
- Local Government is responsible for the equitable provision of play facilities for young children.
- District, local and metro municipalities are required to establish coordinating structures to support the planning, coordination and monitoring of ECD services and programmes.
- These responsibilities must be planned for and reflected in all Integrated Development Plans and their supporting budgets.

It is highly unlikely that municipalities will be able to fulfil these responsibilities without an overarching local government plan of action that is supported by adequate resources. Most municipalities are at very different stages of development with huge variations in capacity, resources and understanding to engage in ECD provisioning.

Ms Tughfa Hamdulay from Provincial Department of Social Development, made a presentation to the Working Group on the Draft Guidelines for Partial Care Facilities. She said "realistically, to ensure that all municipalities understand and implement their ECD responsibilities, we need to reach all of them at the same time. The Draft Guidelines provides a mechanism to do just that".

Ms Joanna Marzec-Visagie, Manager: Sustainable Development, Theewaterskloof Municipality, made a presentation on the lessons learned for the municipality during the COVID-19 lockdown. She said that the reason reflections like this are important, is that the COVID-19 pandemic has led to a dramatic loss of human life worldwide and presents an unprecedented challenge to

public health, food systems and the world of work.

"Millions of enterprises face an existential threat. Nearly half of the world's 3.3 billion global workforce are at risk of losing their livelihoods", said Ms Marzec-Visagie.

She continued to say that, informal economy workers are particularly vulnerable because the majority lack social protection and access to quality health care and have lost access to productive assets.

"Without the means to earn an income during lockdowns, many are unable to feed themselves and their families. For most, no income means no food, or at best, less food and less nutritious food especially for children", she said.

She said that adhering to workplace safety and health practices and ensuring access to decent work and the protection of labour rights in all industries would be crucial in addressing the human dimension of the crisis.

Different forms of support are key, including cash transfers, child allowances and healthy school meals, shelter and food relief initiatives, support for employment retention and recovery, and financial relief for businesses, including micro, small and medium-sized enterprises.

Ms Marzec-Visagie's presentation clearly highlighted the role municipalities can play in ensuring services, especially in the social development sector. The presentation further highlighted co-design and co-creation can bring forth a practical partnership with communities.

Mr Phetole Sithole of Sol Plaatjie Municipality and Mr Solly Madikane of Overstrand

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Municipality presented their respective municipal responses on the Red Tape Reduction Strategy and their efforts to enable an ease of doing business. Mr Sithole highlighted that the Red Tape Reduction programme initially targeted 12 municipalities across the country. The programme started in 2012 and Sol Plaatjie was among the 12 selected municipalities.

The major Red Tape issues identified in the guidelines and the assessment focused on the same elements such as:

- Effectiveness of complaints notification system
- Communication of relevant business information by municipalities to small businesses
- Municipal building plan approval processes
- Lengthy and inefficient supply chain management processes (which ultimately affects the 30-day payment system)
- Municipal business registration and permits
- Development and enforcement of municipal by-laws that promote business development
- Assessment of percentage spent in procurement on SMMEs and Cooperatives

In their presentations, Mr Sithole and Mr Madikane also mentioned that the following should be addressed:

- Supply Chain Management
- Building plan approval process
- Effectiveness of the Complaints Notifications System
- Business Communication and Customer Relationships
- Development and Enforcement of bylaws that promote Business Development
- Business Registration and Permits
- Assessment of Procurement Spend

The presenters explained that in the Medium

Term Expenditure Framework (MTEF) period they submitted a business plan and was allocated R45 million (2020/21-2022/23). Of this funding 80% is allocated to Local Economic Development (LED) Infrastructure and 20% to institutionalize LED at the municipality.

In respect of the Overstrand Municipality, Mr Madikane highlighted the following key issues:

- The ease of doing business refers to the regulatory environment that is more conducive to start and operate a business.
- The attributing factors that limits ease of doing business in the municipal space relate to SILO approach, inability to institutionalize by-laws and policies, lack of understanding the local economy and non-existing LED Budget.
- The client / investor perspective is the completion of non-essential forms, overregulation of a simple process and the misalignment on local economy appetite between the role players.
- The conversion of Red Tape to Smart process will be enabled by political stability, effective quality assurance, quality infrastructure, safety and security.
- The municipality must identify a Red-Tape champion(s), conduct surveys and link Red Tape reduction activities to a Key Performance Indicator.
- Rethink LED to be overarching to critical component spread throughout municipal functions i.e. timeous payment of SMMEs through efficient SCM processes and improve economic planning including infrastructure.

The Department of Small Business Development and the Small Business Institute were invited but could not be in the meeting to present the Red Tape Reduction Strategy and the role of municipalities in business retention respectively. It was decided that

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a Trade and Investment session be held for all the earmarked departments and the two municipalities to present to the Western Cape municipal LED Managers.

The purpose will be to share with LED Managers on the Red Tape Reduction Strategy, share good practise on the ease of doing business and share good practise on

applications to National Treasury to unlock funding bearers on trade and investments in the LED space.

Water, Sanitation and Waste Management (WSWM) & Environmental Planning and Climate Resilience (EPCR) working group



Mr Jay Bhagwan representing the Water Research Commission (WRC) gave a presentation on Using Waste Water Epidemiology surveillance for tracking COVID-19 infections in communities. He said that the study conducted by the WRC is intended for detection of SARS-CoV-2 signals in wastewater and environmental water samples. It serves as a surveillance tool towards assessing the presence of infected individuals in a specific community, which is vital for monitoring the epidemic spread.

He emphasized the importance of effluent monitoring and testing as it also helps in identifying required treatment standards for emerging contaminants to improve effluent quality and the health of our catchments.

"We encouraged municipalities to invest in water

quality monitoring and management, as our challenge is no longer just about water availability but water quality as well," said Mr Bhangwan. He said that municipalities were cautioned that only accredited laboratories could do the testing of the water. The data is important towards the determination of issuing early warning notices to the affected community. In the Western Cape, the City of Cape Town and Stellenbosch were identified for the study. He indicated that WRC is open to engaging municipalities to take the wastewater surveillance forward and they can assist municipalities with information around planning and water quality improvement.

Update on the Western Cape Dam Status: Department of Water and Sanitation

Mr Zolile Simawo talked on the status of the

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dams in the Western Cape. The report he gave is that there has been a good improvement in rain and snowfall in the past winter; hence, the Western Cape dams are at 80.09%, which is 13.71% higher than last year. However, he said that the Gouritz Catchment, including the Southern Cape coastal belt as well as the Greater Karoo and Klein Karoo areas are still a concern as the predominantly summer rainfall area have experienced insufficient or even below normal rainfall for the past five years.

He further highlighted that Merweville in Beaufort West, Prince Albert, Laingsburg, Kannaland

(especially Ladismith, Zoar & Calitzdorp) and Mossel Bay (especially Herbertsdale & Buisplaas) are still drought stricken and stressed that that these areas should still enforce restrictions. He shared that the Department is planning Water conservation awareness campaigns & Law Enforcement Blitz in George, Beaufort West, Prince Albert, Laingsburg, and Kannaland municipalities. He cautioned, that despite the good rains, water conservation and demand management practices must remain in place even when the dams are full.

VVSG & SALGA Waste Management APP to enhance municipal digital capacity for smart governance and service delivery improvement

A waste management mobile application (App) was developed as part of the twining agreement between SALGA and VVSG - an association of Flemish municipalities in Belgium. Vodacom was appointed to develop the App. The App allows for bi-directional engagement between the municipalities and the communities they serve. The community can report incidences to the municipalities and be able to track progress. This is App is even more helpful to municipalities as it enables them to draw a report to develop a prioritisation plan and track patterns according to areas, down to the ward level.

Mr Siviwe Mdudo, who gave a presentation about the App, said that currently the project is piloted in Witzenberg and Bergrivier municipalities in the Western Cape and Nquthu in Kwazulu Natal province.

The meeting commended the innovation and highlighted the need for the App to include a wider range of municipal services. SALGA was also requested to consider documenting best practices on what municipalities are doing to engage communities using social media and other forms of communication.

Small Scale Embedded Generation (SSEG) Update Mr Silas Mulaudzi presented the status of SSEG implementation in local government and available support programmes through SALGA's partnership with GIZ and the Department of Mineral Resources and Energy.

The support programme would include topics such as:

- SSEG Tariff setting, bi-metering
- By-law amendment to accommodate SSEG
- Grid impact study guidelines
- Develop necessary forms and documentation (Applications forms, Requirements documents etc.)
- Training on assessing applications (NRS097-2-3; NRS097-2-1; etc.)
- System commissioning training

Mr Mulaudzi highlighted that South Africa is still highly dependent on fossil fuels although there is high solar radiance and wind for renewable energy supply. There has been growth in the use of renewable energy (solar & wind) use. Municipal distributors that allow interconnection of SSEG systems onto their distribution networks grew from 10 in 2016 to 56 in 2020. He emphasised the need for municipalities to promulgate



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their by-laws to enforce the SSEG registration and to ensure that their SSEG tariffs balances the interests of the municipality (revenue) and its customers in terms of affordability and sustainability.

A challenge was raised that some smaller municipalities are struggling with the maintenance and upgrade of the distribution network infrastructure. The distribution network must accept reverse / surplus power from the customers. Municipalities were encouraged to participate in the training programmes, grant funding support programmes and surveys. In his conclusion, he said that municipalities are well positioned to drive a sustainable local energy transition and should bridge the gap.

Councillor Welfare and Intergovernmental Relations (IGR) and Municipal Finance and Fiscal Policy (MFFP) joint working group

The joint meeting of the Councillor Welfare and IGR and MFFP was held to robustly discuss and engage in the following issues:

- The Review of the Intergovernmental Relations Framework Act
- The Review of Section 84 and 85 of the Municipal Structures Act
- An update on the Accountability and Consequence management Framework
- An update on the SALGA Public Participation Guide Review

Ms Mbali Mahlobo from SALGA presented on the review of the Intergovernmental Relations (IGR) Framework Act. The presentation highlighted the challenges with the current IGR Framework and the need to review the system to improve intergovernmental, planning, budgeting and implementation.

The lessons from the current IGR practice indicate that the scope of the current Act is not sufficient to provide the full enabling framework to govern the system of cooperative governance. The National Development Plan also reflects that IGR structures are not strategic and they are not fulfilling their objective of acting as a platform for co-ordination across the spheres. There is also substantial overlap in the responsibilities on major service delivery functions that affect poverty eradication and development across the three spheres of government.

Several IGR reform proposals have been mooted over the years, and this discussion document considers two issues:

- Firstly, to what extent can the Act in its current form be used more effectively to achieve some of the proposals relating to the monitoring of IGR?
- Secondly, how the Act should be amended to establish a general framework for the management of concurrency, two-tier system of local government, and new provisions for national-metro intergovernmental relations.

The discussion document advances the argument that there are five issues that need to be addressed if South Africa is to move its intergovernmental relations in the context of intergovernmental powers and functions onto a more constructive plain:

- 1. Improve clarity in a differentiated system
- 2. Regionalization as a response to capacity constraints
- 3. A coherent set of powers for metropolitan municipalities
- 4. A more focused role for provinces
- 5. A proactive approach to identifying and resolving problems.

It is argued that the Act will be affected in two ways as follows:

- Current provisions of the Act can be used more effectively to monitor IGR
- The Act would have to be amended to

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establish the proposed general regime for assignment, concurrency and national-metropolitan IGR.

The second presentation dealt with the review of Section 84 and 85 of the Local Government Municipal Structures Act and Development of Regulations.

In this presentation, a concern was raised that the review is merely shifting problems instead of fixing the problematic municipalities. The working group argued that the provision of basic services should remain with local municipalities, as the public want their municipality to take responsibility for services. The proposal that service delivery should also be done at the district level, should be relooked.

It was also suggested that the review should be linked to the demarcation process and clarity should be provided on the timelines, whether it will be done in five of ten-year intervals.

Mr Collen Rammule provided an update on the progress regarding the development of the Accountability and Consequence Management (ACM) Protocol.

"The development of a functional ACM protocol is not intended to re-write the existing legislation," explained Mr Rammule.

He further said that the ACM protocol should be read in the spirit of enhancing accountability and providing consequences through specific interventions where such accountability is not enforced or is otherwise undermined. He also indicated the document was ready to be tabled in the National Executive Committee (NEC) and will be ready for consultation with municipalities and stakeholders once the NEC has adopted it. During his presentation, Mr Rammule also shared an update on the progress with the review of the SALGA Public Participation Guidelines, and indicated that SALGA is reviewing the Public Participation Guide to incorporate the aspects dealing with managing protests, petitions and using Information Technology for public participation purposes.

"The document will be shared with municipalities to use in their spaces," he said.

In the second session of the meeting, the focus was on the Municipal Finance and Fiscal Policy agenda items namely the Provincial Treasury Municipal Audit Support Programme by the Provincial Accountant General and the Progress on Local Government Indicators by Mr Chris du Plessis.

In this session, Mr Aziz Hardien (Provincial Accountant General) presented and highlighted the PFMA and MFMA transversal issues, which enables Provincial Treasury a streamlined solution support mechanism.

The identified contentious audit issues are:

- Exit gratitude for outgoing councillors
- Interpretation of National Treasury instructions (National Treasury MFMA Circulars)
- SCM matters including deviations and nuances to the application of SCM provisions.
- SITA contract issues have mainly been resolved (There may be nuances, but we need departments to come forward)
- Awareness that the audits will be highly focused on SCM matters (specifically COVID-19 expenditure)
- Consistency issues will be raised very late in the audits.

The Provincial Accountant General highlighted that the Mayors must take note of Section 131 of the MFMA, which reads, "A municipality must address any issues raised by the Auditor-General in an audit report. The mayor of a municipality must ensure compliance by the municipality with this subsection".

The Provincial Treasury (PT) committed to assist municipalities by providing the transversal findings of all Management Reports.

The focus of the 2019/2020 audit will focus on:

- Financial statements, performance and annual reports
- Procurement and contract management

 including procurement and contract management functions performed on behalf of another organ of state

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- Consequence management and Material Irregularities
- Refer the AGSA directive for specific areas to be addressed in audits 2020
- Per internal AGSA directive, 4 months to audit, which means that no areas will be left unturned.

An appeal was made for Provincial Treasury to engage the National Treasury on flexibility in respect of the Cost Containment Regulation not prevent sponsorships and such from private sector, which benefits enhancing municipal economic initiatives.

CoGTA, through Mr Du Plessis shared the progress on the Development of Key Performance Indicators for Local Government. The purpose of the indicators is to streamline support initiatives and intergovernmental reporting reforms earmarked for municipalities to profile the duplication and overregulation in the Local Government Sector. The exercise commenced in 2015 by a team comprised of National Treasury, Department of Performance Monitoring and Evaluation, Department Cooperative Governance and Traditional Affairs, Office of the Auditor General, StatsSA, SALGA and Cities Network.

The meeting noted the insightful presentation and agreed that the draft Local Government Indicators be circulated to municipalities for inputs, which are due no later than the 30 November 2020. SALGA advised that the item be presented at the Western Cape Municipal Managers' Forum on 20 November 2020 for further deliberation.

Human Settlements and Municipal Planning (HSMP) and Public Transport and Roads (PTR) Joint Working Gruop



The purpose of this session was to appraise members of the working group with the update on Administrative Adjudication of Road Traffic Offences (AARTO), the work done related to Unlawful Occupation of Land, as well as Generic Land Acquisition and Disposal Policy.

Mr. Baloyi from the Road Traffic Infringement Agency (RTIA) presented an overview to inform members on the process, documentation, legislation, regulations, and preparations towards implementation of AARTO. In his presentation, he stated that there are three stages to the process once infringement has occurred. He further highlighted that the Amendment Act was signed into law and informed members of some of the new changes in the New Amendment Act 4 of 2019.

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"In the recent AARTO Readiness Assessment conducted by the RTIA at both provincial and municipal issuing authorities' level, stakeholders indicated a lack of availability of IT equipment and network connectivity as an impediment to roll-out AARTO successfully throughout the country," said Mr Baloyi.

He further assured members that the RTMC would be responsible for the deployment, relocations, maintenance and support of all NaTIS software, hardware and network connectivity in order to ensure that municipalities have access to the National Contraventions Register (NCR), which is a module within NaTIS.

Ms Shantal Harigobin, a representative of SALGA talked on Unlawful Occupation of Land. She gave an update on the work SALGA has been doing in relation to Unlawful Land Occupation and said thus far, SALGA has produced three documents, namely:

- The Manual on Unlawful Land Occupation
- The Cross Boundary Protocol Agreement
- The Agency Agreement on Unlawful Land Occupation.

She stated that the above-mentioned documents was extensively consulted and the meeting approved the documents for sharing further with municipalities. She also indicated that further engagements are ongoing with Municipalities, Stakeholders and State Owned Enterprises.

"Feedback received from Mossel Bay, Theewaterskloof and Saldanha Bay municipalities where they have identified land that are under threat of unlawful occupation, will be taken forward," said Ms Harigobin.

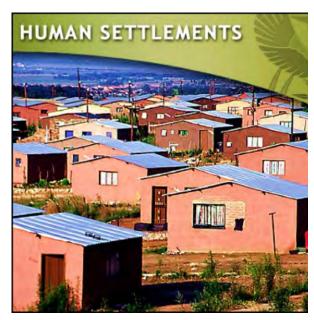
She further said that the engagements with the sector departments and state-owned enterprises are in progress. Municipalities and stakeholders were requested to customize these guides to their requirements. Members were alerted that SALGA has tabled this issue at the National Working group, National Executive committee and at other key platforms at National. Additionally SALGA has started a process towards the development of a guideline for developing a By-Law on Unlawful Land Occupation.

Ms. Molefe from SALGA, made a presentation on the development of a generic policy on land acquisition and disposal by SALGA, which municipalities can use and which can be adapted to suit their specific contexts. The generic policy draws from the legislative framework governing land administration and management. The land policy further aims to address land administration and management challenges experienced by municipalities, such as:

- Lack of uniformity and consistency in dealing with property transactions.
- Lack of clear directives on which processes and requirements are mandatory and which are optional.
- Lack of transparency primarily because of poor public participation practices by municipalities and other organs of state.
- High levels of inefficiency. Land acquisition and disposal processes are long-drawn-out.

Through this land policy municipalities are urged to assume a programmatic approach to land acquisition and disposal and supports alignment between land acquisition and disposal decision making processes with the strategic priorities of municipalities (as outlined in municipal IDPs and SDFs).

Mr Molefe mentioned that going forward, upon approval at National, SALGA would take forward the dissemination of the policy and distribute to municipalities for their customization.







Capacity Building and Institutional Resilience (CBIR) and Municipal Innovation and Information Technology (MIIT) Working Group



Presentations delivered in this meeting focused on the role of IT within the workplace and the SALGA Mobile Application.

The role of IT in organisational success and resilience

Representing Agitominds, Mr Ferdie Lochner presented on the role of IT in the workplace in light of the current pandemic.

He said that the COVID-19 pandemic highlighted the importance of an ongoing debate among Chief Technology Officers whether function follows technology, or technology follows function. The technology versus function equation specifically comes to the fore due to the immense and almost unlimited capabilities associated with the latest manifestation of IT and its extension to artificial intelligence, robotics and information science.

Besides dealing with the philosophical, moral, and ethical implications of an all-powerful technology presence, the correct approach appears to be a balancing act between the statutory imperatives, business requirements, human relations, and general interests of those institutions, subject to organisational review and design with the power and capabilities of technology. Also of critical importance is that in an assessment, whether philosophical or practical, technology

should always be evaluated for its relevance, appropriateness and functionality, with relevance interrogating immediacy of need and of utility.

From an organisational agility perspective, it raises at least three interdependent questions about IT at any particular organisation, subject to assessment:

- 1. The first question deals with the role of the IT service offering at an organisation in serving as one particular frame of reference for organisational review and design. This is a functional matter.
- 2. The second question is whether the IT service offering at the organisation under review is sufficiently resilient, resourced, and capable of generally fulfilling the digital enablement role expected of it, and, specifically, in response to the COVID-19 pandemic and beyond. This is an operational matter.
- 3. The third question is whether the IT service offering at an organisation is strategically geared to serve as a digital force multiplier for the organisation and all of its stakeholders towards the new reality. This is a strategic matter.

Responding to these matters requires information about the IT service offering at the organisation under review, and the analysis and evaluation of such information against reputable

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benchmarks. It also requires that the insights gained should be skilfully used to inform the organisational redesign. Overall, these matters call for a comprehensive assessment of IT in an organisation to improve organisational success and resilience.

Progress and updates on the SALGA Mobi Application



Ms Nomusa Ngwenya of SALGA presented an updated on the SALGA Mobi-App initiative in order to familiarise members with upgrades to the App. SALGA Mobi is a smart mobile application designed by SALGA and co-funded by the European Union with a primary objective to acquire and disseminate local governance information to Local Government and other key stakeholders. To date the app has been used mainly as a tool to give members information through to ward level at the touch of a button.

However, the app is continuously growing and

the present developments include:

- COVID-19 Municipal level statistics Statistics is being collected and uploaded on the relevant icon.
- Populating Violence Incidence Reporting –
 HR information continues to be collected
 and uploaded on the application. Initiatives
 to deploy the application in municipalities
 have commenced. Municipal Councillors
 and Senior Officials will be enabled and are
 encouraged to register incidents. SALGA is
 also exploring and forging partnerships with
 law enforcement authorities to facilitate
 rapid response as soon a violent incident is
 registered.
- Key contact details database & icon development is underway e.g. extension officers, community liaison officers etc.
- Survey questionnaire template development to track general municipal challenges is under construction
- Innovation icon is being populated with relevant information.

Ms Ngwenya encouraged members to download and use the app. To this end, a live demonstration of the app was done in order to display some of the features of the SALGA Mobi App. The following steps can be followed to download and use the App:

On Android device:

- On your Home screen, tap the Play Store app "Google Play"
- Browse or search for the SALGA Mobi App
- Select SALGA Mobi App and download

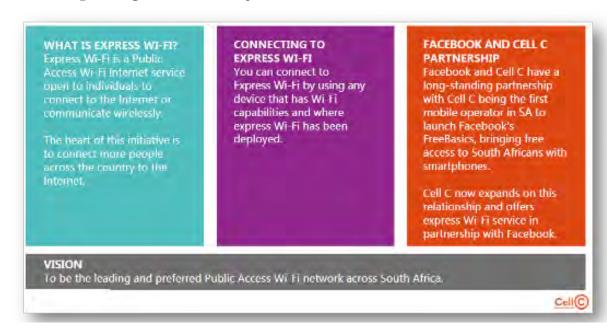
On IOS device:

- On your Home screen, tap the App Store app
- Browse or search for the SALGA Mobi App
- Select SALGA Mobi App and download





Robotics Process Automation project using an open source technology stack – Cape Winelands District Municipality Pilot Project



Mr Abdul Gabier from the Cape Winelands District Municipality (CWDM) displayed the municipality's pilot automation project, which uses open source technology. He explains that the CWDM strategy is aimed towards:

- Replacing Repetitive Tasks
- Contain Robotic Process Automation (RPA) technology costs
- Full Open source Stack
- Own and Share RPA Output
- Enhance Employee Productivity

He further reported that through this pilot they have been able to identify the more time consuming tasks that can be done through automation. "Already in this pilot phase, it is clear that much less hours are spent on purely administrative tasks that has increased the moral of the responsible workers," he said.

Mr Gabier encouraged other municipalities to join and share their projects in order to share accomplishments and deliverables. For further discussions and sharing Mr Gabier can be contacted on agabier@capewinelands.gov.za Express Wi-Fi-a collaboration between Facebook and Cell C

MrBrandon Morgan from Cell Cupdated members on the work they are doing in partnership with Facebook. He said that since the last time that they attended the working group sitting and extended the offer of free public access Wi-Fi to municipalities, they have increased their work in the West Coast District offering public access Wi-Fi in Moorreesburg and Saldanha Bay.

In addition, Mr Morgan indicated that they are continuing with work in the City of Cape Town and Drakenstein Municipality. In the last few weeks talks with the Overberg District Municipality has also commenced.

"We'd like to thank the municipalities that have thus far showed interest; and we hope that more municipalities will join the initiative in the future," he said. For more information on how to get involved he can be contacted on BMorgan@cellc. co.za



LGSETA Feedback on Grant Payments, Completion of WSP and National Skills Development Plan

The LGSETA Western Cape Provincial Manager: Mrs Aneeka Jacobs presented at the meeting and indicated that 148 Discretionary Grant Projects to the value of R34 471 700 were allocated to Western Cape municipalities for the 2019/20 financial year. Of this, 42 projects were active for which Funding Agreements were in place to the value of R13 186 600. Seventy-three (73) Discretionary Grant Projects to the value of R22 000 000 were allocated to Western Cape municipalities for the 2020/21 financial year. The LGSETA is in the process of finalising tenders and allocating service providers. Municipalities are expected to submit the relevant learner documentation by no later than 31 January 2021.

Ms Jacobs reported that the LGSETA National Skills Development Plan (NDSP), which is derived from the broader National Develop Plan, came into effect as from 1 April 2020. Its overall theme is to build the capabilities of our citizens

to make our future work, which encompasses their mandate of facilitating skills development to build a capable Local Government Sector. To this end, LGSETA will focus on the following Local Government Strategic Focus Areas for the next 5 years:

- Enhancing Good Governance, Leadership and Management Capabilities;
- Promoting Sound Financial Management & Financial Viability;
- Enhancing Infrastructure and Service Delivery;
- Promoting Spatial Transformation and Inclusion:
- Enhancing Municipal Planning.

Ms Jacobs, in her closing emphasised that the reskilling, upskilling and creating opportunities for the unemployed also remains a priority for the LGSETA.

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