

# PERFORMANCE AGREEMENT

#### Between

#### WITZENBERG MUNICIPALITY

("The Council")

Herein represented by the Municipal Manager, **Mr D Nasson**,

And

Mr J Barnard

("The Director: Technical Services")

Financial Year 2023/2024

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#### 1. RECORDAL

- 1.1. The Municipal Manager and the Director ("the parties") have entered into an Employment Contract ("the Employment Agreement").
- 1.2. The Employment Contract [read together with section 57 of the Local Government: Municipal Systems Act, 32 of 2000 ("the Systems Act")], provides for the parties to conclude a Performance Agreement within 90 days after appointment and after that by no later than 31 July of each year for the duration of the Employment Contract. Should the conclusion of the Performance Agreements not be completed by this date due to unforeseen circumstances, the parties may extend this date by mutual agreement.
- 1.3. The parties have taken into consideration the provisions of Chapter 6 of the Systems Act (sections 38 to 49) which deal with performance management, the Local Government: Municipal Planning and Performance Management Regulations, 2001 (published in Government Gazette No. 22602 of 24 August 2001), the Local Government: Municipal Performance Management Regulations for Municipal Managers, 2006 (published in Government Gazette No 29089 of 1 August 2006), and Regulation 21 of 17 January 2014.
- 1.4. The purpose of the Performance Agreement is to:
  - 1.4.1. comply with the provisions of Section 57(1)(b), (4A), (4B)and(5) of the Act as well as the employment contract entered into between the parties;
  - 1.4.2. specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
  - 1.4.3. specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
  - 1.4.4. monitor and measure performance against set targeted outputs;
  - 1.4.5. use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
  - 1.4.6. in the event of outstanding performance, to appropriately reward the employee; and
  - 1.4.7. effect the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

1.5. The parties wish to record the terms of the Performance Agreement as they hereby do.

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# PERFORMANCE MANAGEMENT FRAMEWORK 2.

- 2.1. It is recorded that -
  - 2.1.1 The performance management framework utilized by the parties is a measurement tool for assessing an individual senior manager's contribution to his employer. It is the most significant component in the determination of the manager's performance
  - 2.1.2 The basis for the measurement will be derived by the Executive Mayor from the strategic priorities of Council, as depicted in its Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and any outcomes of strategic planning sessions of Council and the senior management team.
- Annexed hereto marked "A" is the Performance Scorecard ("Plan") as 2.2 agreed by the parties. It identifies the strategic aims, objectives, how the achievement of these objectives is to be measured, the proposed performance targets in respect of each objective, and the weighting, on a percentage basis, given to each strategic aim and/or objective. The Performance Scorecard may consists of two key components:
- 2.3.1 Annexure A: Part 1: Functional Objectives in terms of the five 2.3 national municipal Key Performance Areas (80% weighting) and Annexure A: Part 11: Core Competency Requirements which identify certain generic managerial competencies (20%). 2.3.2 Annexure B: Personal Development Plan if required.

#### 3. DURATION

- The Performance Agreement must be entered into for each financial 3.1. year of the municipality, or part thereof.
- The Performance Agreement will be deemed to have commenced on 3.2. 1 July 2023 ("the commencement date") and shall govern the performance of the Director in the period from the commencement date until 30 June 2024.
- Notwithstanding the provisions of clause 3.1, the parties shall 3.3. nevertheless remain bound by the provisions of this Performance Agreement until the employee has been paid his performance bonus in terms of clause 6 if allowed within the law and/or agreement.

- 5.5.1 Basic Service Delivery (BSD)
- 5.5.2 Municipal Institutional Development and Transformation (MTID)
- 5.5.3 Local Economic Development (LED)
- 5.5.4 Municipal Financial Viability and Management (MFVM)
- 5.5.5 Good Governance and Public Participation (GGPP)

#### 6. REVIEW OF PERFORMANCE

- 6.1 The Municipal Manager must initiate quarterly review and feedback sessions with the Director during which progress on the objectives articulated in Appendix A will be reviewed and any potential obstacles to performance will be identified and corrective action agreed upon.
- 6.2 The performance of the employee in relation to his or her performance agreement must be reviewed on the following dates with the understanding that reviews in the third quarter may be verbal if performance is satisfactory:

Quarter	Period	Review Date
1st quarter	July - September	October 2023
2 <sup>nd</sup> guarter	October - December	January 2024
3 <sup>rd</sup> quarter	January – March	April 2024
4 <sup>th</sup> quarter	April - June	July 2024

- 6.3 The outcomes of the review session shall be documented and distributed to the employee after conclusion of the review session. This performance feedback must be based on the employer's assessment of the employee's performance, based on the objectives agreed upon and documented in Appendix A.
- 6.4 The employer must keep a record of the reviews and annual assessment meetings according to the regulations.
- 6.5 If the need arises during performance reviews to adapt performance indicators, objectives or targets due to unforeseen circumstances and/ or operational requirements, then such changes will be by mutual agreement and will be reduced to writing in an appendix to this agreement within seven (7) days of such an agreement.
- 6.6 The employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented and/or amended as the case may be on agreement between both parties.

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#### 7. ASSESSMENT PROCESS

- 7.1 As soon as possible after the conclusion of the financial year, but in any event by no later than 31 January, or by such later date as may be agreed by the parties in writing, the Municipal Manager shall assess the performance and determine the score of the Director in accordance with the assessment framework as set out in clause 2.1-2.2 above.
- 7.2 The performance assessment will take place solely on the basis of the Performance Scorecard as described in 2.2 above.
- 7.3 The performance plan sets out -
  - 7.3.1 The standards and procedures for evaluating the employee's performance; and
  - 7.3.2 The intervals for the evaluation of the employee's performance.
- 7.4 Despite the establishment of agreed intervals for evaluation, the employer may in addition review the employee's performance at any stage while the employment contract remains in force.
- 7.5 Personal growth and development needs identified during any performance review discussion must be documented in a personal development plan as well as the actions agreed to and implementation must take place within set time frames if so preferred.
- 7.6 The annual performance appraisal must involve:
  - 7.6.1 Assessment of the achievement of results as outlined in the performance plan:
    - 7.6.1.1 Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
    - 7.6.1.2 An indicative rating on the five-point scale should be provided for each KPA.

7.6.1.3 The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

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#### 7.6.2 Assessment of the CCRs:

- 7.6.2.1 Each CCR should be assessed according to the extent to which the specified standards have been met.
- 7.6.2.2 An indicative rating on the five-point scale should be provided for each CCR.
- 7.6.2.3 This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
- 7.6.2.4 The applicable assessment-rating calculator must then be used to add the scores and calculate a final CCR score.
- 7.7 The overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.
- 7.8 The assessment of the performance of the employee will be based on the following rating scale for KPA's:

Rating	Level	Description
5	Outstanding Performance	<ul> <li>Performance far exceeds the standard expected of an employee at this level.</li> <li>The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.</li> </ul>
4	Performed significantly above expectations	<ul> <li>Performance is significantly higher than the standard expected in the job.</li> <li>The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.</li> </ul>
3	Fully effective	<ul> <li>Performance fully meets the standards expected in all areas of the job.</li> <li>The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan</li> </ul>

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2 Performance not fully effective	<ul> <li>Performance is below the standard required for the job in key areas.</li> <li>Performance meets some of the standards expected for the job.</li> <li>The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan</li> </ul>
1 Unacceptable performance	<ul> <li>Performance does not meet the standard expected for the job.</li> <li>The review/ assessment indicate that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan.</li> <li>The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.</li> </ul>

7.9 The assessment of the LCCR competencies will be based on the following rating scale:

Achievement Levels	Score	Description
Poor	0	Do not apply the basic concepts and methods to proof a basic understanding of local government operations and requires extensive supervision and development interventions.
Basic	1 - 2	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
Competent	3 – 3,5	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
Advanced	4	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in- depth analyses
Superior	5	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods

- 7.10 The outcome of the performance assessment will be documented in a review report and the Municipal Manager will provide feedback to the Director within 10 working days after the assessment.
- 7.11 The Director shall be given the opportunity to respond to the report in writing within 10 working days after receipt of the report.

7.12 Should the Municipal Manager cease to hold this office during the assessment period, the parties hereby agree that an interim assessment

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will take place at least 5 working days prior to the Municipal Manager leaving this position. The parties hereby agree further that this assessment will carry a pro-rata weight in the annual assessment of the Municipal Manager, and that this specific provision will only be negated with the explicit consent of both parties.

#### 8. THE ASSESSMENT PANEL

- 8.1 For purposes of evaluating the annual performance of the Director, an evaluation panel constituted of the following persons must be established
  - 8.1.1 Municipal Manager;
  - 8.1.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
  - 8.1.3 Member of the Mayoral Committee (Portfolio Chairperson; and
  - 8.1.4 A Performance Management specialist appointed by the Municipal Manager to assist with the process.
- 8.2 The manager responsible for human resources of the municipality must provide secretariat services to the assessment panel.

#### 9. DEVELOPMENTAL REQUIREMENTS

- 9.1 A personal development plan (PDP) for addressing developmental gaps may form part of the performance agreement.
- 9.2 Any developmental gaps, initiatives and/ or remedial actions identified at any time during the duration of this agreement, including during performance review sessions, may be documented on the PDP which may be attached as "Annexure B" hereto.

## 10. OBLIGATIONS OF THE EMPLOYER

- 10.1 The Employer must
  - 10.1.1 create an enabling environment to facilitate effective performance by the employee;
  - 10.1.2 provide access to skills development and capacity building opportunities;

10.1.3 work collaboratively with the employee to solve problems and generate solutions to common problems that may impact on the performance of the employee;

- 10.1.4 on the request of the employee delegate such powers reasonably required by the employee to enable him or her to meet the performance objectives and targets established in terms of the agreement; and
- 10.1.5 make available to the employee such resources as the employee may reasonably require from time to time assisting him or she to meet the performance objectives and targets established in terms of the agreement.

#### 11. CONSULTATION

- 11.1 The Employer agrees to consult the employee timeously where the exercising of the powers will have, amongst others:
  - a. a direct effect on the performance of any of the employee's functions;
  - b. commit the employee to implement or to give effect to a decision made by the employer; and
  - c. a substantial financial effect on the employer.
- 11.2 The employer agrees to inform the employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 above as soon as is practicable to enable the employee to take any necessary action without delay.

#### 12. MANAGING OF ASSESSMENT OUTCOMES

#### 12.1 Rewarding Performance

- 12.1.1 The evaluation of the employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance;
- 12.1.2 The payment of the performance bonus is determined by the performance score obtained during the 4<sup>th</sup> quarter and as informed by the quarterly performance assessments;

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12.1.3 The performance bonus will be awarded based on the following scheme:

Perfe	ormance Rating	Bonus Calculation
0% - 45%	Poor Performance	0% of Total Package
46% - 55%	Average Performance	5% of Total Package
56% - 65%	Fair Performance	8% of Total Package
66% - 75%	Good Performance	11% of Total Package
76% - 100%	Excellent Performance	14% of Total Package

- 12.1.4 In the event of the Employee terminating his services during the validity period of this Agreement, the Employee's performance will be evaluated for the portion during which he was employed and he will be entitled to a pro-rata performance bonus based on his evaluated performance for the period of actual service;
- 12.1.5 The Employer will submit the total score of the annual assessment and of the Employee, to the Executive Mayor for purposes of recommending the bonus allocation.

#### 12.2 Handling Poor Performance.

- 12.2.1 In the case of unacceptable performance, the employer shall
  - (a) Provide systematic remedial or developmental support to assist the employee to improve his or her performance; and
  - (b) If after appropriate performance counselling and guidance and/or support and reasonable time for improvement in performance, the performance does not improve, the employer may consider steps to terminate the employment of the employee on grounds of incapacity to carry out his or her duties.
- 12.2.2 Where the Municipal Manager is, at any time during the Director's employment, not satisfied with the Director's performance with respect to any matter dealt with in this Agreement, the Municipal Manager will define the nature of the performance problem and give notice to the Municipal Manager to attend a meeting to discuss the performance.
- During this meeting, the areas of concern will be pointed out by the Municipal Manager and agreement will be reached on the remedies to be taken to address the noted areas of concern.

- Over and above the ad hoc discussions provided for in 12.2.2 above, the Review Process set out in clause 6 will be utilised to identify and address any performance problems noted.
- 12.2.5 If at any stage thereafter the Municipal Manager holds the view that the performance of the Director is not satisfactory, the Municipality will, subject to compliance with applicable labour legislation, be entitled by notice in writing to terminate the Director's employment in accordance with the employment contract of the Director.

#### 13. DISPUTE RESOLUTION

- 13.1 Any disputes about the nature and content of the employee's performance agreement, must be mediated by the Executive Mayor within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.
- 13.2 Any disputes about the outcome of the employee's performance evaluation, must be mediated by a member of the municipal Council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e), within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.
- 13.3 The provisions of this clause shall not derogate whatsoever from the rights of the Council in terms of the Employment Contract.

# 14. ALIGNMENT WITH MUNICIPAL PERFORMANCE MANAGEMENT REGULATIONS

- 14.1 The parties agree that the abovementioned regulations were used as a guideline in drafting this agreement, and at the time of conclusion of this agreement certain aspects prescribed in the regulations require further clarification from the MEC for Local Government and/ or the National Department of Local Government or court precedent.
- 14.2 In the absence of clarity on the interpretation of any prescriptions of this agreement, the parties agree that any deviations from the agreement in this regard will be by mutual consent and with the approval of the municipal Council or a delegated authority of Council.

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### 15. PROVISIONS OF THE EMPLOYMENT CONTRACT

The provisions of the Employment Contract *mutatis mutandis* apply to this Performance Agreement as if specifically incorporated herein.

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Signed at Ceres on this the	day of June 2023.
AS WITNESSES:	
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2. Atthorbulaar	Mr. J Barnard Director: Technical Services
Signed at Ceres on this the	day of2023.
AS WITNESSES:	
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2. <i>MM</i> .	
	Mr D Nasson Municipal Manager

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Ref	Directorate	Department	Manager	Top N	Senior Manageme Circular 88 nt Contract	Ircular 88	Key Performance Indicator	Unit of Measurement	Source of Evidence	Annual Target 2023/24	1st Quarter Target	2nd Quarter Target	3rd Quarter Target	4th Quarter Target	Senior Management Weight
TecSan10	Technical Services	Sanitation	Jacobs N		×	0 2 2 2 0	Quality of waste water discharge measured by the overall average percentage water quality level within SANS and DWAF standards for microbiological, physical and chemical for all WWTW plants.	Percentage of quality of waste water	Results report	%06	%06	%06	%06	%06	2%
TecSan11	Technical Services	Sanitation	Jacobs N		×	_ & &	Updated report with cost estimate to service all urban erven not yet serviced by sewer network.	Report presented at IDP r workshop in October.	Trim nr of report & email request to be placed on agenda.	1	н				13%
TecSan13	Technical Services	Sanitation	Jacobs N	×	×	T := \$ 8	Percentage of households in demarcated informal areas with access to a communal toilet facility. services points (toilets).	Percentage of households	See KPI Operating Procedure	%56	95%	95%	%56	%26	2%
TecSan15	Technical Services	Sanitation	Jacobs N		×	2 2 0	Updated 3 year sewer pipe replacement programme indicating priority areas with costing.	Report presented at IDP Norkshop in October.	Trim nr of report & email request to be placed on agenda.	1	1				1%
WS1.11 (Gir88)	Technical Services	Sanitation	Jacobs N	×	×	×	Number of new sewer connections meeting minimum standards	The total number of new sewer connections (defined as connections to a flush toilet connected to the sewenage system or a septic tank or a VIP toilet) made as part of statesubsidised human settlements development. This is inclusive of new sewer connections to communal facilities that meet basic sanitation standards.	See KPI Operating Procedure	10	7	4	¢	10	7%
TecWat20	Technical Services	Water	Jacobs N	×	×	44	Percentage of unaccounted water losses.	Percentage of unaccounted water	See KPI Operating Procedure	18%	18%	18%	18%	18%	4%
TecWat21	Technical Services	Water	Jacobs N	×	×	_ 0	Percentage compliance with drinking water   Percentage of results that quality standards   comply		See KPI Operating Procedure	%86	%86	%86	%86	%86	4%
TecWat22	Technical Services	Water	Jacobs N	×	×		Percentage of households in demarcated informal areas with access to a water point Percentage of households (tap)		See KPI Operating Procedure	%56	%56	%56	%56	%56	3%
TecWat24	Technical Services	Water	Jacobs N		×	0	Updated 3 year water pipe replacement programme indicating priority areas with costing.	Report presented at IDP workshop in October.	Trim nr of report & email request to be placed on agenda.	1	1				1%
TecWat29	Technical Services	Water	Jacobs N		×	- +	Report on pipe replacement schedule for the year	Report submitted to Director	Trim nr of report	1	1				1%
TecWat30	Technical Services	Water	Jacobs N		×		Submission of stock requirements for the year to SCM stores	Memo to SCM Stores	Trim nr of report	1	Ħ				1%

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Senior Manogement Weight	7%	1%	1%	2%	% %	4%	3%	1%	1%
4th Quarter Target	10		1%	100%	%86	%08	10%	4	
3rd Quarter Target	ω		1%	100%	%86	80%	10,5%	м	
2nd Quarter Target	4			100%	%86	80%	10,8%	2	
1st Quarter Target	7	1		100%	%86	%08	11,0%	п	
Annual Target 2023/24	10	н	1%	100%	%86	%08 ************************************	10%	4	1
Source of Evidence	See KPI Operating Procedure	Trim no of report	Trim nr	Trim nr	Trim nr	Trim or	See KPI Operating Procedure	Quarterly report submitted to Municipal Manager	Trim nr of report & email request to be placed on agenda.
Unit of Measurement		Report submitted to Director & Trim no of report	((1) Kilometres of municipal road lanes resurfaced and resealed / (2) Kilometres of surfaced municipal road lanes)		((1) Number of unplanned outages restored within 24 hours / (2) Total number of unplanned outages), where 24hrs is based on industry standards and as per NRS 047.	((1) Actual number of maintenance 'jobs' for planned or preventative maintenance / Trim nr (2) Budgeted number of maintenance 'jobs' for planned or preventative maintenance)	Percentage of unaccounted electricity	report submitted to Manager	Report presented at IDP workshop in October.
Key Performance Indicator	Total number of new water connections meeting minimum standards (supply of water is Piped (tap) water inside dwelling/institution, Piped welling/institution, Piped dwelling/institution, Piped dwelling/institution, Piped and/or community stand: <200 m) as part of state-subsidised human settlements development. This is inclusive of new water connections to communal facilities that meet minimum standards.	Report on 3 yr. Implementation plan with budget on Pavement Management System	Percentage of surfaced municipal road lanes which has been resurfaced and resealed	Percentage of reported pothole complaints complaints resolved within the resolved within standard municipal response time response time reported / Number of potholes reported)	Percentage of unplanned outages that are restored to supply within industry standard timeframes (24hrs)	Percentage of planned maintenance performance	Percentage of unaccounted electricity losses.	Submission of quarterly progress reports on engagements with Eskom to upgrade bulk electricity infrastructure for witzenberg.	ear electrical network rogramme indicating priority osting.
Circular 88	2 5	2.2	×	×	×	×		0, 0 11 2	
Senior Manageme Circular 88 nt Contract	×	×	×	×	×	×	×	×	×
Top Layer	×						×		
Manager	Jacobs N	Lintnaar E	Lintnaar E	Lintnaar E	Dingilizwe K	Dingilizwe K	Dingilizwe K	Dingilizwe K	Dingilizwe K
Department	Water	Roads & Storm water	Roads & Stormwater	Roads & Stormwater	Electricity	Electricity	Electricity	Electricity	Electricity
Directorate	Technical Services	Technical Services	Technical Services	Technical Services	Technical Services	Technical Services	Technical Services	Technical Services	Technical Services
Ref	WS2.11 (Gr88)	TecRo8	TR6.12	TR6.21	EE3.11	EE3.21	TecEl37	TecEl42	TecEl44

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0	Directorate Department	nent Manager		Top Man	Senior Manageme Circular 88 nt Contract	Key Performance Indicator	Unit of Measurement	Source of Evidence	Annual Target 1st Quarter 2023/24 Target Target Target Target	1st Quarter Target	2nd Quarter Target	3rd Quarter Target	4th Quarter Target	Senior Monagement Weight
	Electricity	Dingilizwe K	ve K		×	Respond to resident's queries regarding faulty streetlights within 72 hours from when the complaint has been received from call centre	Percentage of responses to queries within 72 hours	Report indicating time of complaint and time of attendance.	%08	%08	%08	80%	80%	1%
	Electricity	Dingilizwe K	ve K		×	Quarterly report on the implementation of the electrical theft/losses strategy.	Quarterly report to MM	Trim no of report	4	1	2	е	4	3%
Technical Services	Electricity	Dingilizwe K	ve K		×	Quarterly report on the maintenance of electrical infrastructure and safety requirements as per legislation.	Quarterly report submitted to Municipal Manager.	Trim no of report	4	1	2	ю	4	1%
Technical Services	Electricity	Dingilizwe K		×	×	Number of dwellings provided with connections to mains electricity supply by points commissioned and the municipality.	ylq lity	See KPI Operating Procedure	10	2	4	g	9	2%

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