

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA
29 JUNE 2023



Knysna

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Notice is hereby given, in terms of Section 19(b) of the Local Government: Municipal Systems Act, 32 of 2000 as amended, that a **SPECIAL MEETING** of the **MUNICIPAL COUNCIL** of Knysna Municipality will be held in the Council Chambers on **THURSDAY, 29 JUNE 2023** at **11:00** to consider the business set forth in the attached agenda.

Kennis geskied hiermee as gevolg van Artikel 19(b) van die Plaaslike Regering : Munisipale Stelsels Wet, 32 van 2000, dat 'n **SPESIALE VERGADERING** van die **MUNISIPALE RAAD** van Knysna Munisipaliteit in die Munisipale Raadsaal op **DONDERDAG, 29 JUNIE 2023** om **11:00** gehou sal word ten einde sake soos uiteengesit in die aangehegte agenda te oorweeg.

Ibhunga lika**MASIPALA** waseKnysna lazisa ngomthetho okwisolotya 19(b) wenkqubo mgaqo olawula oMasipala, 32 of 2000, njengoko utshintshiwe, **NGENTLANGANISO EKHETHEKILEYO** ye**BHUNGA** lika**MASIPALA** waseKnysna eyakubanjelwa **NGOLWESINE, NGOMHLA WE 29 ISILIMELA 2023** ngentsimbi ye **11:00** umba iyakuba lushishino oluchazwe kwi-agenda.

CLLR MD SKOSANA

The Speaker
Die Speaker
Usomlomo

MR O P SEBOLA

Municipal Manager
Munisipale Bestuurder
uManejala kaMasipala

Date: 23 June 2023

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AGENDA

1. **OPENING AND WELCOMING**
2. **SILENT PRAYER**
3. **ATTENDANCE OF MEMBERS**
 - 3.1 **COUNCILLORS PRESENT**
 - 3.2 **COUNCILLORS WITH LEAVE**
 - 3.3 **COUNCILLORS WITHOUT LEAVE**
4. **NOTING THE PROVISIONS OF SCHEDULE 1 (CODE OF CONDUCT FOR COUNCILLORS) OF THE LOCAL GOVERNMENT MUNICIPAL SYSTEMS ACT, 2000**
5. **DISCLOSURE OF INTERESTS BY COUNCILLORS**
6. **INAUGURATION OF NEWLY ELECTED PROPORTIONAL COUNCILLOR**

7. **NEW MATTERS SUBMITTED BY THE MUNICIPAL MANAGER**

7.1

SC01/06/23 SCHEDULE OF MEETINGS : JULY 2023 TO JANUARY 2024

REPORT FROM THE MUNICIPAL MANAGER

PURPOSE OF THE REPORT

To submit a schedule of meetings for July 2023 to January 2024 for consideration and approval.

Attached hereto is a copy of the schedule of meetings.

BACKGROUND

In terms of Section 19 of the Municipal Systems 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 of every of Ordinary, Special or Urgent meeting of the Municipal Council.

RELEVANT LEGISLATION

Section 19 of the Municipal Systems Act 32 of 2000.

RECOMMENDATION OF THE ACTING MUNICIPAL MANAGER

- [a] That the schedule of meetings, attached to Item SC01/06/23, for July 2023 to January 2024 be approved, subject to the following :
 - [i] That the Speaker in consultation with the Municipal Manager, may advance or postpone the date of scheduled Ordinary Municipal Council Meetings;
 - [ii] That the Executive Mayor may, in consultation with the Municipal Manager, advance or postpone the dates of scheduled Mayoral Committee Meetings;
 - [iii] That the Chairpersons of the respective Portfolio Committees (in consultation with the Executive Mayor) Audit Committee and Municipal Public Accounts Committee may advance or postpone the dates of relevant scheduled meetings in consultation with the Municipal Manager;
- [b] That the advancement and/or postponement as mentioned in [a] [i], [ii] and [iii] above are subject to proper notice being given to members of such Municipal Council/Committee; and
- [c] That the Speaker and Chairpersons of the Portfolio Committees (in consultation with the Executive Mayor), Audit Committee and Municipal Public Accounts Committee (in consultation with the Municipal Manager) and subject to [b] above, may call relevant Special Meetings if and when required to do so.

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA
29 JUNE 2023

KNYSNA MUNICIPALITY MEETING SCHEDULE - JULY 2023 TO JANUARY 2024

2023	MON	TUE	WED	THUR	FRI	SAT	SUN	MON	TUE	WED	THUR	FRI	SAT	SUN	MON	TUE	WED	THUR	FRI	SAT	SUN	MON	TUE	WED	THUR	FRI	SAT	SUN	MON	TUE	WED	THUR	FRI	SAT	SUN	
JULY					30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
					IHS Comm Meeting 09:00				Finance and Economy Comm 09:00	Finance and Economy Comm 09:00									Distribution of MAYCO			Distribution of KMPT			Mayoral Comm 09:00	Distribution of COUNCIL						Ordinary Council Meeting 09:00	Audit Comm 9:00			
									TMT 8:00	LLF 14:00						TMT 8:00		MPAC 9:00				DEADLINE : COUNCIL	TMT 8:00							TMT 8:00						
AUGUST	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
								DEADLINE : KMPT							Distribution of KMPT								Infrastructure Services Comm 09:00	Community Serv Comm 09:00						Koyana Municipal Planning Tribunal Meeting						
									TMT 8:00	NATIONAL WOMENS DAY	DEADLINE OF S80					TMT 8:00								DEADLINE OF S80	Planning, Economic Development and Tourism Comm 09:00					Audit Comm 9:00	Audit Comm 9:00					
SEPTEMBER					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
					Distribution of S80 (week 2)			DEADLINE : KMPT	Finance and Economy Comm 09:00	Finance and Economy Comm 09:00	IHS Comm Meeting 09:00				Distribution of KMPT				Distribution of MAYCO						Mayoral Comm 09:00				HERITAGE DAY	PUBLIC HOLIDAY	Koyana Municipal Planning Tribunal Meeting					
									TMT 8:00	LLF 14:00					DEADLINE : MAYCO	TMT 8:00		MPAC 9:00					TMT 8:00							TMT 8:00						
OCTOBER							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	
								DEADLINE : KMPT							Distribution of KMPT								DEADLINE : COUNCIL			DEADLINE OF S80	Audit Comm 9:00				Koyana Municipal Planning Tribunal Meeting	DEADLINE OF S80	Ordinary Council Meeting 09:00	Distribution of S80 (week 1)		
									TMT 8:00	LLF 14:00						TMT 8:00																TMT 8:00				
NOVEMBER	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30				
		Infrastructure Services Comm 09:00	Community Serv Comm 09:00	Planning, Economic Development and Tourism Comm 09:00	Distribution of S80 (week 2)			DEADLINE : KMPT	Finance and Economy Comm 09:00	Finance and Economy Comm 09:00	IHS Comm Meeting 09:00				Distribution of KMPT				Distribution of MAYCO							Mayoral Comm 09:00	Distribution of COUNCIL				Koyana Municipal Planning Tribunal Meeting		Ordinary Council Meeting 09:00			
		TMT 8:00							TMT 8:00	LLF 14:00					DEADLINE : MAYCO	TMT 8:00		MPAC 9:00													TMT 8:00					
DECEMBER					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
									Audit Comm 9:00																				CHRISTMAS DAY	DAY OF GOODWILL						
									TMT 8:00	LLF 14:00																										
2024	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						
JANUARY	NEW YEARS DAY														Distribution of KMPT								Audit Comm 09:00		Distribution of Council											
																														Koyana Municipal Planning Tribunal Meeting	Ordinary Council Meeting 09:00					
NOTE:	Finance and Economy Comm	Financial and Economy Committee Meeting (to commence at 9:00)							Corporate Services Comm	Corporate Services Committee Meeting (to commence at 9:00)					Spec Council Meeting	Special Council Meeting (to commence at 9:00)					TMT	Top Management Team Meeting					LLF	Local Labour Forum (to commence at 14:30 in the Committee Room)								
	Infrastructure Services Comm	Infrastructure Services Committee Meeting (to commence at 9:00)							Mayoral Comm	Mayoral Committee Meeting (to commence at 9:00)					Poss SCM	Possible Special Council Meeting					Koyana Municipal Planning Tribunal Meeting	Krynsna Municipal Planning Tribunal Meeting : 9:00 in the Council Chamber					IT Steering Committee	IT Steering Committee								
	Comm Serv Comm	Community Services Committee Meeting (to commence at 9:00)							Council Meeting	Ordinary Council Meeting (to commence at 9:00)					AC	Audit Committee Meeting : (to commence at 9:00 in the Committee Room - unless stated otherwise)											Integrated Human Settlements	Integrated Human Settlements & Planning Committee Meeting (to commence at 9:00)								
															MPAC	Municipal Public Accounts Comm (to commence at 9:00)																				

7.2

SC02/06/23 COUNCIL IN RECESS : PERIOD 30 JUNE 2023 UNTIL 17 JULY 2023

REPORT FROM THE ACTING MUNICIPAL MANAGER

PURPOSE OF THE REPORT

To propose that the Municipal Council be in recess from 30 June 2023 to 17 July 2023.

BACKGROUND

It was proposed by the Speaker, that Council be in recess from 30 June 2023 until 17 July 2023 and that all the powers and functions of the Council be delegated to the Executive Mayor, except those functions which may not be delegated in terms of Section 160(2) of the Constitution, for the said period.

RECOMMENDATION OF THE ACTING MUNICIPAL MANAGER

- [a] That the Municipal Council stands prorogued for the period 30 June 2023 to 17 July 2023;
- [b] That in view of the afore-mentioned period of recess, the Executive Mayor, Cllr N A Tsengwa and the Municipal Manager, be delegated to jointly perform all official Council duties, responsibilities and functions during the period of 30 June 2023 to 17 July 2023 with the exception of those indicated in Section 160(2) of the Constitution of the Republic of South Africa, 1996 namely:
 - [i] the passing of by-laws;
 - [ii] approval of budgets;
 - [iii] the imposition of rates and other taxes, levies and duties;
 - [iv] the raising of loans;as well as:
 - [v] disposal of council properties;
 - [vi] approval of Integrated Development Plan; and
 - [vii] the appointment of Section 56 employees;
 - [viii] Any other powers reserved exclusively for the Municipal Council; and
- [c] That the Executive Mayor report back at the Ordinary Council Meeting to be held in July 2023 regarding any decisions made during the recess period as mentioned in [a] above.

File Number : 9/1/2/9

Execution : Municipal Manager

Acting Director : Corporate Services

7.3

SC03/06/23 EXTENSION OF THE SHORT TERM INSURANCE TENDER

REPORT FROM THE ACTING DIRECTOR: FINANCIAL SERVICES

PURPOSE OF THE REPORT

To request Council to approve the extension of tender T48 2021/22 for the Provision of Short-Term Insurance with Kunene Makopo Risk Solutions until 30 September 2023.

BACKGROUND

The Accounting Officer of a Municipality is responsible for the management of assets, including the safeguarding of those assets. The safeguarding of assets and the protection of Council against liabilities is essential, and forms part of a proper asset management system as prescribed by Section 63, and needs annual revision in terms of Section 24(2) (c) (v) of the Municipal Finance Management Act (No 56 of 2003).

DISCUSSION

The current contract terminates on 30 June 2023. To date, a new award has not yet been made. This is as a direct result of non-timeous BAC sittings. A recommendation to award the tender has now finally been made. This recommendation had to be submitted to the Municipal Manager as the recommended bidders' tendered price exceeds R 10 million.

To avoid uninterrupted Insurance cover, it is necessary to extend the current Insurance contract. In terms of the Municipal Finance Management Act (No 56 of 2003), the extension of a tender must be advertised and tabled for Council approval. The extension was advertised on 14 June 2023. To date, no objections or comments were received from the public in relation to the extension. It should however be noted that the advertisement allows for comments up to and including 29 June 2023.

An extension of the current contract for short term insurance, currently underwritten by Kunene Makopo Risk Solutions, is required in order to allow for the finalisation of the current SCM tender process.

Below is a timeline scheduled in relation to the new tender:

COMMITTEES AND PROCESSES	DATE	DETAILS
Bid Specification Committee	28 March 2023	Specifications of tender
Closing date of tender	17 May 2023	Deadline for tender submissions
Bid Evaluation Committee	18 May 2023	Evaluation of tenders submitted
Bid Adjudication Committee	24 May 2023	Cancelled
Bid Adjudication Committee	29 May 2023	Cancelled
Bid Adjudication Committee	31 May 2023	Cancelled
Bid Adjudication Committee	05 June 2023	Cancelled

Bid Adjudication Committee	07 June 2023	Referred back to BEC for amendments to report
Advertisement to extend tender	14 June 2023	Date of advertisement. Closing date for comments: 29 June 2023
Bid Adjudication Committee	21 June 2023	BAC recommendation to Municipal Manager

LEGISLATIVE REQUIREMENTS

Section 116(3) of the Municipal Finance Management Act (No 56 of 2003) states:

“A contract or agreement procured through the supply chain management policy of the municipality or municipal entity may be amended by the parties, but only after-

- (a) the reasons for the proposed amendment have been tabled in the council of the municipality or, in the case of a municipal entity, in the council of its parent municipality; and*
- (b) the local community-*
 - (i) has been given reasonable notice of the intention to amend the contract or agreement; and*
 - (ii) has been invited to submit representations to the municipality or municipal entity.”*

Municipal Supply Chain Regulations
Municipal Finance Management Act (No 56 of 2003)

FINANCIAL IMPLICATIONS

Should the Municipality not be sufficiently covered against unexpected acts, additional costs may arise in order to repair/replace assets from the already constrained budget. Public liability claims might result in legal action being instituted against the Municipality, with excessive costs to Council.

Current contract - as per the tender rates.

Below is a quotation for the extension that was provided by Kunene Makopo Risk Solutions:

Period	Total Amount	Amount (Excluding VAT)
1 Month	R 1,103,002.50	R 959,132.61
2 Months	R 1,169,948.27	R 1,017,346.32
3 Months	R 2,264,311.57	R 1,968,966.58
6 Months	R 4,014,566.41	R 3,490,927.31
12 Months	R 6,801,493.86	R 5,914,342.49

The total Budget for broker fees for the 2023-24 financial year equates to R 4,595,259.

RECOMMENDATION OF THE MUNICIPAL MANAGER

- [a] That the contents of the report with regard to extension of the short term insurance tender, be noted;
- [b] That Council approves the extension of Tender T 48 of 2021/22 for the provision of Short-Term Insurance until 30 September 2023.

File Number: 9/1/2/10

Execution: Acting Director: Financial Services
 Manager: Assets and Liability Management
 Acting Manager: Supply Chain Management

7.4

**SC04/06/23 EXTENSION OF TENDERS T 06 of 2020/21 - TENDER FOR SUPPLY, DELIVERY AND SERVICING OF CHEMICALS IN THE GREATER KNYSNA FOR A PERIOD OF 3 YEARS
T22 of 2020/21 – ANALYTICAL SERVICES FOR THE GREATER KNYSNA AREA FOR A PERIOD ENDING 30 JUNE 2023
T01 of 2016/17- REQUEST FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF FIVE (5) YEARS – PROVISIONING OF FUEL CARDS MANAGEMENT SYSTEM.**

REPORT FROM THE DIRECTOR INFRASTRUCTURE SERVICES

PURPOSE OF THE REPORT

The purpose of the report is to request Council to consider the extension of the following Tenders:

- T 06 of 2020/21 - Tender For Supply, Delivery And Servicing Of Chemicals In The Greater Knysna For A Period Of 3 Years and
- T22 of 2020/21 – Analytical Services For The Greater Knysna Area For A Period Ending 30 June 2023.
- T01 of 2016/17 – Request for the provision of banking services for a period of five (5) years – Provisioning of fuel cards management system.

BACKGROUND

- The abovementioned tenders renders services in terms of quality of water at Water Treatment Plants as well as effluent quality at Wastewater Treatment facilities in the Greater Knysna;
- The Services rendered plays a major role in the compliance as per SANS 241:2015 and the limits pertaining to each General Authorization or Permits relating to each Treatment Plant;
- If we cannot procure Chemicals, this will have a detrimental negative impact and pose a very high risk to the health of the Communities we serve as well as to the environment;
- The abovementioned tenders were advertised on the 17th of April 2023 and closed on the 24th of May 2023;
- The Supply Chain Process regarding these tenders have not yet been finalised;
- The notice of amendments of existing Contracts was advertised by Supply Chain Management on the 12th of June 2023 and closed on Thursday, 29 June 2023.

T01 of 2016/17 – Request for the provision of banking services for a period of five (5) years – Provisioning of fuel cards management system.

- The tender T01 of 2016/2017 entails the provisioning fuel cards system for the supply of fuel to all the vehicles and equipment.

- An extension was requested for the abovementioned tender which expires on 30 June 2023.
- This tender plays a vital role to ensure the service delivery is rendered efficiently and effectively
- The electrical and mechanical department has tried advertising the new tender on two occasions. The first attempt, no responsive bids were received.
- Second attempt T38 of 2022/2023 was advertised on 17 March 2023 and closed on 26 April 2023. On closing only three (3) bids were received and are still undergoing the evaluation process. Because of the discrepancies in the pricing submitted from the bidders, clarity needed to be sourced and therefore the tender process won't be finalised before 30 June 2023.

MOTIVATION

The advertisements for two of the tenders was not placed on the Municipal website, hence, according to Supply Chain Procedure, the tender process does not comply.

The user department has compiled specification documents and requires an extension of contract allowing the overlapping of Services rendered. The current contracts contains a rate-based sections of ad-hoc services rendered which is used to maintain water and sewer quality as per SANS241:2015.

In addition, the following reasons for the request is to permit the following:

- Ensure that the water and effluent quality remains stable during the months while we await the outcome from the current procurement process;
- Ensure health and safety of the Community;
- Ensure optimal operations in terms of Water and Wastewater Treatment production(s).

T01 of 2016/17 – Request for the provision of banking services for a period of five (5) years – Provisioning of fuel cards management system.

The Supply Chain has sent the communique to the prospective bidders to clarify the discrepancies in the bill of quantities. However this adjudication process might take longer than four (4) weeks.

The user department kindly request that the tender be extended for the period of six (6) months to ensure the following:

- The service delivery is not affected
- Should the advertised tender be non-responsive, there can be ample time to re-advertise the tender.

FINANCIAL AND LEGAL IMPLICATIONS

Municipal Finance Management Act (116) Contracts & Contract Management

“A contract or agreement procured through the supply chain management policy of the municipality or municipal entity may be amended by the parties, but only after—

- (a) the reasons for the proposed amendment have been tabled in the council of the municipality or, in the case of a municipal entity, in the council of its parent municipality; and*
- (b) the local community—*
 - (i) has been given reasonable notice of the intention to amend the contract or agreement; and*
 - (ii) has been invited to submit representations to the municipality or municipal entity”*

As per MFMA 116, SCM advertised the intention of Knysna Municipality to amend T06 of 2020/21, T22 of 2020/21 and T01 of 2016/2027. No comments or objections were received on or before 29 June 2023.

Should the Contracts be extended, the expected financial implication may be as follows:

- T06 of 2020/21 – R2 252 936.24
- T22 of 2020/21 – R169 311.63
- T01 of 2016/17 – R7 800 000.00
-

RELEVANT LEGISLATION

- Section 116(3) of the MFMA, Act 56 of 2003
- The Constitution;
- National Water Act, Act 36 of 1998
- Water Services Act, Act 108 of 1998 and
- Environmental Act, Act 107 of 1998
-

ANNEXURES

- Annexure 1 – Appointment letters for T06 and T22 of 202/21
- Annexure 2 – Advertisements placed in two local newspapers
- Annexure 3 - Request for extension of Tenders by User Department
- Annexure 4 – Expenditure reports to date

RECOMMENDATION OF THE MUNICIPAL MANAGER

That Council approves the extension of Tender, T06 of 2020/21, T22 of 2020/21 to September 2023 and T01 of 2016/17 to be extended until 31 December 2023 as advertised.

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

29 JUNE 2023

Annexure 1



Collab No: 952331

File Ref: T06 of 2020/21

V.Nobatana

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Municipality Munisipaliteit uMasipala
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METSI CHEM IKAPA
1 Extension Road
Pacaltsdorp Industrial
George
6529

Per electronic mail: rita@h20purification.co.za

ATTENTION: Henrietta Blaauw

TENDER 06/2020/21: SUPPLY, DELIVERY AND SERVICING OF CHEMICALS IN THE GREATER KNYNSA MUNICIPAL AREA FOR A PERIOD ENDING 30 JUNE 2023 (AMENDMENT TO THE ORIGINAL AWARDS MADE DUE TO AN APPEAL UPHOLD BY THE APPEAL AUTHORITY)

Our previous letter dated 16 April 2021 has reference.

On behalf of Knysna Municipality, I am pleased to advise you that your tender has been accepted. The tender is awarded to you on the sections mentioned in the table below, as the highest scoring service provider for a period ending 30 June 2023 from date of appointment.

Orders will be placed in line with the tendered rates on an as and when required basis.

Awarded sections	Description
6	Soda Ash
9.4	Colour standard solution
9.44	HTH chlorine granules

It is hereby confirmed that an appeal was lodged on sections 9.43 HTH chlorine tablets or granules & 9.44 HTH chlorine granules and the appeal was dealt with by the appeal authority. Section 9.44 is now awarded to you and section 9.43 is now awarded to Rheochem. The contract will be finalised in due course.

Kindly contact Mr R Parry should you require clarity on the information provided on telephone number 044 302 6332.

Yours faithfully

DAVID ADONIS
ACTING MUNICIPAL MANAGER

DATE:

4/5/2021

Please address all correspondence to the Municipal Manager and quote the above reference
PO Box 21, Knysna 6570 • T: +27 44 302 6300 • F: +27 44 302 6333 • E: knysna@knysna.gov.za • W: www.knysna.gov.za

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

29 JUNE 2023



KNYSNA

Municipality Munisipaliteit uMasipala

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Collab No: **948026**

File Ref: T06 of 2020/21

V.Nobatana

METSI CHEM IKAPA

1 Extension Road

Pacaltsdorp Industrial

George

6529

Per electronic mail: rita@h20purification.co.za

ATTENTION: Henrietta Blaauw

Dear Sir/Madam

TENDER 06/2020/21: SUPPLY, DELIVERY AND SERVICING OF CHEMICALS IN THE GREATER KNYNSA MUNICIPAL AREA FOR A PERIOD ENDING 30 JUNE 2023.

Our previous letter dated 04 March 2021 has reference.

On behalf of Knysna Municipality, I am pleased to advise you that your tender has been accepted. The tender is awarded to you on the sections mentioned in the table below, as the highest scoring service provider for a period ending 30 June 2023 from date of appointment.

Orders will be placed in line with the tendered rates on an as and when required basis.

Awarded sections	Description
6	Soda Ash
9.4	Colour standard solution

It is hereby confirmed that no appeal was lodged on these sections. The contract will be finalised in due course.

Kindly contact Mr R Parry should you require clarity on the information provided on telephone number 044 302 6332.

Yours faithfully

DAVID ADONIS
ACTING MUNICIPAL MANAGER

DATE: 16/4/2021

Please address all correspondence to the Municipal Manager and quote the above reference
PO Box 21, Knysna 6570 • T: +27 44 302 6300 • F: +27 44 302 6333 • E: knysna@knysna.gov.za • W: www.knysna.gov.za

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AGENDA

29 JUNE 2023



KNYSNA

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Collab No: 952331
File Ref: T06 of 2020/21
V.Nobatana

RHEOCHEM

7 Hawthorne Place
Mahogany Ridge
Pinetown
3608

Per electronic mail: denis@rheochem.co.za

ATTENTION: D EDVIN

TENDER 06/2020/21: SUPPLY, DELIVERY AND SERVICING OF CHEMICALS IN THE GREATER KNYNSA MUNICIPAL AREA FOR A PERIOD ENDING 30 JUNE 2023 (AMENDMENT TO THE ORIGINAL AWARDS MADE DUE TO AN APPEAL UPHOLD BY THE APPEAL AUTHORITY).

Our previous letter dated 04 March 2021 has reference.

On behalf of Knysna Municipality, I am pleased to advise you that your tender has been accepted. The tender is awarded to you on the sections mentioned in the table below, as the highest scoring service provider for a period ending 30 June 2023 from date of appointment.

Orders will be placed in line with the tendered rates on an as and when required basis.

Awarded sections	Description
9.43	HTH chlorine tablets or granules

It is hereby confirmed that an appeal was lodged on sections 9.43 HTH chlorine tablets or granules & 9.44 HTH chlorine granules and the appeal was dealt with by the appeal authority. Section 9.43 is now awarded to you and section 9.44 is now awarded to Metsi Chem Ikapa. The contract will be finalised in due course.

Kindly contact Mr R Parry should you require clarity on the information provided on telephone number 044 302 6332.

Yours faithfully,

DAVID ADONIS
ACTING MUNICIPAL MANAGER

DATE: 4/5/2024

Please address all correspondence to the Municipal Manager and quote the above reference
PO Box 21, Knysna 6570 • T: +27 44 302 6300 • F: +27 44 302 6333 • E: knysna@knysna.gov.za • W: www.knysna.gov.za

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

29 JUNE 2023



KNYSNA

Collab No: **948026** Municipality Munisipaliteit uMasipala
File Ref: T06 of 2020/21 INCLUSIVE. INNOVATIVE. INSPIRED.

V.Nobatana

SAINS AGENCIES

21 Alyssum

Crescent

Port Elizabeth

6020

Per electronic mail: Sain@telkom.net

ATTENTION: Noordien Sain

Dear Sir/Madam,

TENDER 06/2020/21: SUPPLY, DELIVERY AND SERVICING OF CHEMICALS IN THE GREATER KNYNSA MUNICIPAL AREA FOR A PERIOD ENDING 30 JUNE 2023.

Our previous letter dated 04 March 2021 has reference.

On behalf of Knysna Municipality, I am pleased to advise you that your tender has been accepted. The tender is awarded to you on the sections mentioned in the table below, as the highest scoring service provider for a period ending **30 June 2023** from date of appointment.

Orders will be placed in line with the tendered rates on an as and when required basis.

Awarded sections	Description
9.1	C.O.D digestion solution
9.2	Nitrogen - Ammonia Reagent Set, TNT, AmVer (Salicylate, Cynurate)
9.3	Potassium chloride solution 0.1M
9.5	Buffer pH 2 solution
9.6	Buffer pH 4 solution
9.7	Buffer pH 7 solution
9.8	Phenolphthalein Indicator Powder Pillows
9.9	Acetone solution
9.10	25% solution
9.11	EDTA standard solution
9.12	Sulphuric Acid
9.13	Nesslerreagent solution
9.14	SPDANS reagent solution

Please address all correspondence to the Municipal Manager and quote the above reference

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SPECIAL MUNICIPAL COUNCIL MEETING

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9.15	Silver nitrate standard solution 0.100 N, 1 L
9.16	Conductivity standard 1413µS/cm
9.17	Conductivity standard 12880 µS/cm
9.18	Conductivity standard 111.6 mS/cm
9.19	Conductivity standard 147µS/cm
9.20	Filter paper 240mm
9.21	Filter paper 47mm 0.45µm
9.22	NitriVer 3 powder pillow
9.23	NitriVer 5 powder pillow
9.24	FerroVer powder pillow 100/pk
9.25	Bromocresol green- methyl red indicator
9.26	Bromocresol green- methyl red indicator powder pillow 100/pk
9.27	AluVer 3 powder pillow 100/pk
9.28	DPD1 Free chlorine pillow 100/pk
9.29	DPD4 Total chlorine pillow 100/pk
9.30	Ascorbic Acid powder pillow
9.31	Bleaching 3 reagent powder pillow
9.32	CaVer 2 powder pillow
9.33	8N Potassium hydroxide (KOH) solution 500ml
9.34	ZincoVer 5 powder pillow
9.35	Cyclohexanone solution
9.36	TNT 845 phosphorus reactive/Total High Range
9.37	TNT 843 phosphorus reactive/Total Low Range
9.38	Potassium 1 Reagent
9.39	Potassium 2 Reagent
9.40	Potassium 3 Reagent
9.41	Ammonia salicylate reagent powder pillows
9.42	Ammonia cyanurate reagent powder pillows

It is hereby confirmed that no appeal was lodged on these sections. The contract will be finalised in due course.

Kindly contact Mr R Parry should you require clarity on the information provided on telephone number 044 302 6332.

Yours faithfully

DAVID ADONIS
ACTING MUNICIPAL MANAGER

DATE:

16/6/2021

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

29 JUNE 2023



KNYSNA

Collab No: **948026** Municipality Munisipaliteit uMasipala
File Ref: **T06 of 2020/21** INCLUSIVE. INNOVATIVE. INSPIRED.
V.Nobatana

SECOND OPINION CONSULTING CC

23 Marabou Crescent
Dennewest
Somerset West
7130

Per electronic mail: enrico@secondopinion.co.za

ATTENTION: Enrico Anelli

Dear Sir/Madam,

TENDER 06/2020/21: SUPPLY, DELIVERY AND SERVICING OF CHEMICALS IN THE GREATER KNYNSA MUNICIPAL AREA FOR A PERIOD ENDING 30 JUNE 2023.

Our previous letter dated 04 March 2021 has reference.

On behalf of Knysna Municipality, I am pleased to advise you that your tender has been accepted. The tender is awarded to you on the section mentioned in the table below, as the highest scoring service provider for a period ending 30 June 2023 from date of appointment.

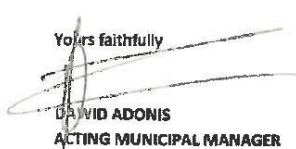
Orders will be placed in line with the tendered rates on an as and when required basis.

Awarded sections	Description
7	Bio Remedial

It is hereby confirmed that no appeal was lodged on this section. The contract will be finalised in due course.

Kindly contact Mr R Parry should you require clarity on the information provided on telephone number 044 302 6332.

Yours faithfully


DAVID ADONIS
ACTING MUNICIPAL MANAGER

DATE: 16/4/2021

Please address all correspondence to the Municipal Manager and quote the above reference
PO Box 21, Knysna 6570 • T: +27 44 302 6300 • F: +27 44 302 6333 • E: knysna@knysna.gov.za • W: www.knysna.gov.za

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

29 JUNE 2023



KNYSNA

Coliab No: **948026** Municipality Munisipaliteit uMasipala
File Ref: **T06 of 2020/21** INCLUSIVE. INNOVATIVE. INSPIRED.
V.Nobatana

AQUAMARINE WATER TREATMENT – MURRAY & ROBERTS Ltd
56 Koornhof Road
Germiston
1614

Per electronic mail: info@aquamarine.com

ATTENTION: H Singleton

Dear Sir/Madam,

TENDER 06/2020/21: SUPPLY, DELIVERY AND SERVICING OF CHEMICALS IN THE GREATER KNYNSA MUNICIPAL AREA FOR A PERIOD 30 JUNE 2023.

Our previous letter dated 04 March 2021 has reference.

On behalf of Knysna Municipality, I am pleased to advise you that your tender has been accepted. The tender is awarded to you on the sections mentioned in the table below, as the highest scoring service provider for a period ending **30 June 2023** from date of appointment.

Orders will be placed in line with the tendered rates on an as and when required basis.

Awarded sections	Description
1	Aluminium Chlorohydrate blend
8	Hydrated lime
10	OHS Compliance

It is hereby confirmed that no appeal was lodged on these sections. The contract will be finalised in due course.

Kindly contact Mr R Parry should you require clarity on the information provided on telephone number **044 302 6332**.

Yours faithfully

DAVID ADONIS
ACTING MUNICIPAL MANAGER

DATE: **16/4/2021**

Please address all correspondence to the Municipal Manager and quote the above reference
PO Box 21, Knysna 6570 • T: +27 44 302 6300 • F: +27 44 302 6333 • E: knysna@knysna.gov.za • W: www.knysna.gov.za

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

29 JUNE 2023



KNYSNA

Collab No: **94 8026** Municipality Munisipaliteit aMasipala
File Ref: T06 of 2020/21 INCLUSIVE. INNOVATIVE. INSPIRED.
V.Nobatana

CHLORCAPE (Pty) Ltd
104 Neil Hare Road,
Industrial
Cape Town
7349

Per electronic mail: tracyr@c12cape.co.za

ATTENTION: Tracy Rogers

Dear Sir/Madam,

TENDER 06/2020/21: SUPPLY, DELIVERY AND SERVICING OF CHEMICALS IN THE GREATER KNYNSNA MUNICIPAL AREA FOR A PERIOD 30 JUNE 2023.

Our previous letter dated 04 March 2021 has reference.

On behalf of Knysna Municipality, I am pleased to advise you that your tender has been accepted. The tender is awarded to you on the sections mentioned in the table below, as the highest scoring service provider for a period ending **30 June 2023** from date of appointment.

Orders will be placed in line with the tendered rates on an as and when required basis.

Awarded sections	Description
2	Aluminium sulphate sodium
3	Chlorcape (Pty) Ltd
4	SDIC

It is hereby confirmed that no appeal was lodged on these sections. The contract will be finalised in due course.

Kindly contact Mr R Parry should you require clarity on the information provided on telephone number **044 302 6332**.

Yours faithfully


DAVID ADONIS
ACTING MUNICIPAL MANAGER

DATE: **16/4/2021**

Please address all correspondence to the Municipal Manager and quote the above reference
PO Box 21, Knysna 6570 • T: +27 44 302 6300 • F: +27 44 302 6333 • E: knysna@knysna.gov.za • W: www.knysna.gov.za

SPECIAL MUNICIPAL COUNCIL MEETING

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29 JUNE 2023



KNYSNA

Collab No: **948026** Municipality Munisipaliteit uMasipala
File Ref: **T06 of 2020/21** INCLUSIVE. INNOVATIVE. INSPIRED.
V.Nobatana

HUBER PROJECTS

Steinhoff Industrial Park
Tamsui Industria
6529

Per electronic mail: cs@hubersa.com

ATTENTION: Carl Stammer

Dear Sir/Madam,

TENDER 06/2020/21: SUPPLY, DELIVERY AND SERVICING OF CHEMICALS IN THE GREATER KNYRNA MUNICIPAL AREA FOR A PERIOD 30 JUNE 2023.

Our previous letter dated 04 March 2021 has reference.

On behalf of Knysna Municipality, I am pleased to advise you that your tender has been accepted. The tender is awarded to you on the section mentioned in the table below, as the highest scoring service provider for a period ending **30 June 2023** from date of appointment.

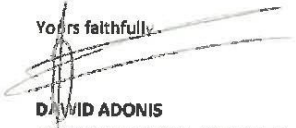
Orders will be placed in line with the tendered rates on an as and when required basis.

Awarded sections	Description
5	Cationic Polycrylamide Emulsion

It is hereby confirmed that no appeal was lodged on this section. The contract will be finalised in due course.

Kindly contact Mr R Parry should you require clarity on the information provided on telephone number **044 302 6332**.

Yours faithfully,


DAVID ADONIS
ACTING MUNICIPAL MANAGER

DATE: **16/20/2021**

Please address all correspondence to the Municipal Manager and quote the above reference
PO Box 21, Knysna 6570 • T: +27 44 302 6300 • F: +27 44 302 6333 • E: knysna@knysna.gov.za • W: www.knysna.gov.za

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

29 JUNE 2023



Collab No:
File Ref: T22 of 2020/21
V.Nobatana

A.I. ABBOTT & ASSOCIATES (Pty) Ltd
No.1 Vine Park
Vine Park
7925

Per electronic mail: info@alabbott.co.za

ATTENTION: Natasia Van Binsbergen

Dear Sir/Madam,

TENDER 22/2020/21: ANALYTICAL SERVICES FOR THE GREATER KNYSNA AREA FOR A PERIOD ENDING 30 JUNE 2023.

Our previous letter dated 23 March 2021 has reference.

On behalf of Knysna Municipality, I am pleased to advise you that your tender has been accepted. The tender is awarded to you as the highest scoring service provider for a period ending 30 June 2023 from date of appointment. Orders will be placed in line with the tendered rates on an as and when required basis.

It is hereby confirmed that no appeal has been lodged. Your appointment as the successful tenderer is confirmed and the contract will be finalized in due course.

Kindly contact Mr. R Parry should you require clarity on the information provided on telephone number 044 302 6332.

Yours faithfully

DAVID ADONIS
ACTING MUNICIPAL MANAGER
DATE: 16/04/2023

Please address all correspondence to the Municipal Manager and quote the above reference
PO Box 21, Knysna 6570 • T: +27 44 302 6300 • F: +27 44 302 6333 • E: knysna@knysna.gov.za • W: www.knysna.gov.za

Annexure 2



Knysna
Municipality || Munisipaliteit || uMasipala
inclusive || innovative || inspired

NOTICE OF AMENDMENT OF THE EXISTING CONTRACTS

NOTICE IN TERMS OF SECTION 116(3) OF THE LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003 (ACT 56 OF 2003) THAT THE MUNICIPALITY INTENDS TO AMEND THE FOLLOWING CONTRACTS:

TENDER NO	DESCRIPTION	SUPPLIER NAME	REASON FOR AMENDMENT
T 22 of 2020.21	Analytical Services for the Greater Knysna Area for a period of three years	A.L Abbott	Contract extended until 30 September 2023 to allow the finalisation of the bidding process
T 06 of 2020.21	Supply, delivery and servicing of chemicals for a period of three years	Various Suppliers	Contract extended until 30 September 2023 to allow the finalisation of the bidding process
T 10 of 2020.21	Appointment of Service Providers to Design, and Place Advertisements in Local, Provincial and National Media	Various	Contract extended until 30 September 2023 to allow the finalisation of the bidding process
T 01 of 2016.17	Provision of banking services – Fuel management system	Nedbank	Contract extension until 31 December 2023 to allow the finalisation of the bidding process
T 48 of 2021.22	Short term insurance	Kunene Makopo Risk Solutions	Contract extended until 30 September 2023 to allow the finalisation of the bidding process
T 63 of 2018.19	Provision of security services	GAP Management	Contract extended until 30 September 2023 to allow the finalisation of the bidding process

Notice is hereby further given in terms of Section 21 and 21A of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) that the local community and affected parties are invited to submit comments or representations on the proposed amendment of the contracts.

CLOSING DATE FOR COMMENTS

Written comments or representations on the proposed amendments can be submitted on or before 16h30 on Thursday 29 June 2023 to S Fourie at sfourie@knysna.gov.za or visit the Knysna Municipal Website at www.knysna.gov.za – Do Business – Contract Management. Persons who cannot write may contact the SCM Office during office hours, where the responsible official will assist you in putting your comments in writing

MR OP SEBOLA
MUNICIPAL MANAGER



Annexure 3

Kim Sampson

From: Kim Sampson
Sent: 06 June 2023 12:55
To: Sandra Fourie
Cc: Charlene April; Director Infrastructure Services; Rhydon Pamy
Subject: RE: Kim ADVERTS

Dear Sandra,

Contract extension is required, to allow for the finalisation of the Bidding process.

o.b.o Director infrastructure Services.

Regards

Kim Sampson **Senior Technician – Water and Sewer**
P O Box 21, Knysna, 6570, Western Cape, South Africa
Tel +27 (0)44 302 6300 (switchboard) +27 (0) **44 302 6272** (direct) +27 (0) 60 898 7098 (cell)
e-mail ksampson@knysna.gov.za

From: Sandra Fourie <sfourie@knysna.gov.za>
Sent: 05 June 2023 10:24
To: Kim Sampson <ksampson@knysna.gov.za>
Subject: FW: Kim ADVERTS

Hi Kim,

Just a follow up on your advert

S

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

29 JUNE 2023

From: Sandra Fourie
Sent: Wednesday, 31 May 2023 8:33 AM
To: Kim Sampson <ksampson@knysna.gov.za>
Subject: Kim ADVERTS

Hi Kim,

Kan jy asb die redes vir amendement insit en vir my stuur

Groete

2

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

29 JUNE 2023

Annexure 4

Order Type	Order Number	Account	Supplier Name	Order Description	SICSE Category	Original Quantity	Original Amount	Quantity	Inviced Amount	Outstanding Amount
T	21005002	9705	CHLORCAPE (PTY) LTD	T06/2020-21 Chemical supply		1	160083.00	1	160083.00	0.00
T	21005002	9705	CHLORCAPE (PTY) LTD	V.A.T / B.T.W		0	24012.45	0	24012.45	0.00
T	21006003	3587	METSI CHEM WESTERN CAPE	T06/2020-21 Supply of Soda Ash		34	268966.22	34	268966.22	0.00
T	21006003	3587	METSI CHEM WESTERN CAPE	V.A.T / B.T.W		0	40434.78	0	40434.78	0.00
T	21006005	9705	CHLORCAPE (PTY) LTD	SDIC - 160 drums		150	260868.57	150	260868.57	0.00
T	21006005	9705	CHLORCAPE (PTY) LTD	V.A.T / B.T.W		0	39130.43	0	39130.43	0.00
T	21006006	9705	CHLORCAPE (PTY) LTD	Chlorine gas - 150 Cylinders		150	151014.43	150	151014.43	0.00
T	21006006	9705	CHLORCAPE (PTY) LTD	V.A.T / B.T.W		0	22652.17	0	22652.17	0.00
T	21006007	9705	CHLORCAPE (PTY) LTD	T06/2020-21 Supply of Aluminium Sulphate		1	326125.00	1	326125.00	0.00
T	21006007	9705	CHLORCAPE (PTY) LTD	T06/2020-21 Supply of Aluminium Sulphate		0	0.00	0	0.00	0.00
T	21006007	9705	CHLORCAPE (PTY) LTD	V.A.T / B.T.W		0	0.00	0	0.00	0.00
T	21006008	10743	AQUAMARINE WATER TREATMENT	T06/2020-21 Supply Lime		34	48218.75	34	48218.75	0.00
T	21006008	10743	AQUAMARINE WATER TREATMENT	V.A.T / B.T.W		0	226086.96	0	226086.96	0.00
T	21006010	7274	HUBER TECHNOLOGY (PTY) LTD	SUPPLY & DELIVERY OF CATIONIC POLYACRYLAM		0	33913.04	0	33913.04	0.00
T	21006010	7274	HUBER TECHNOLOGY (PTY) LTD	V.A.T / B.T.W		3	159951.00	3	159951.00	0.00
T	21006011	9705	CHLORCAPE (PTY) LTD	T06/2020-21 Supply of Aluminium Sulphate		6	23992.65	6	23992.65	0.00
T	21006011	9705	CHLORCAPE (PTY) LTD	V.A.T / B.T.W		0	17838.65	0	17838.65	0.00
T	21006013	3587	METSI CHEM WESTERN CAPE	SUPPLY OF SODA ASH		0	2875.80	0	2875.80	0.00
T	21006013	3587	METSI CHEM WESTERN CAPE	V.A.T / B.T.W		1	116700.00	1	116700.00	0.00
T	21006014	10743	AQUAMARINE WATER TREATMENT	ALUMINIUM CHLOROHYDRATE		0	17355.00	0	17355.00	0.00
T	21006014	10743	AQUAMARINE WATER TREATMENT	V.A.T / B.T.W		28	51651.74	28	51651.74	0.00
T	21006016	10743	AQUAMARINE WATER TREATMENT	T06/2020-21 Aluminium Chlorohydrate		1	71415.22	1	71415.22	0.00
T	21006016	10743	AQUAMARINE WATER TREATMENT	V.A.T / B.T.W		0	10712.28	0	10712.28	0.00
T	21006017	10743	AQUAMARINE WATER TREATMENT	Shortfall on order T21006008		1	24493.04	1	24493.04	0.00
T	21006017	10743	AQUAMARINE WATER TREATMENT	V.A.T / B.T.W		0	3673.96	0	3673.96	0.00
T	21006019	9705	CHLORCAPE (PTY) LTD	T06/2020-21 SUPPLY OF CHLORINE GAS		1	304347.83	1	304347.83	792.83
T	21006019	9705	CHLORCAPE (PTY) LTD	V.A.T / B.T.W		0	45652.17	0	45652.17	116.92
T	21006021	9705	CHLORCAPE (PTY) LTD	T06/2020-21 SUPPLY ALUMINIUM SULPHATE		1	103250.00	1	103250.00	0.00
T	21006021	9705	CHLORCAPE (PTY) LTD	V.A.T / B.T.W		0	0.00	0	0.00	0.00
T	21006022	9705	CHLORCAPE (PTY) LTD	T06/2020-21 SUPPLY & DELIVERY OF SDIC		0	15487.50	0	15487.50	0.00
T	21006022	9705	CHLORCAPE (PTY) LTD	V.A.T / B.T.W		1	563445.00	1	563445.00	0.00
T	21006025	9705	CHLORCAPE (PTY) LTD	T06/2020-21 CHEMICAL SUPPLY TO GREATER KNY		0	84516.75	0	84516.75	0.00
T	21006025	9705	CHLORCAPE (PTY) LTD	V.A.T / B.T.W		1	37890.00	1	37890.00	0.00
T	21006026	3587	METSI CHEM WESTERN CAPE	T06/2020-21 SUPPLY OF SODA ASH		0	5953.60	0	5953.60	0.00
T	21006027	3587	METSI CHEM WESTERN CAPE	V.A.T / B.T.W		1	516200.00	1	516200.00	0.00
T	21006027	3587	METSI CHEM WESTERN CAPE	T06/2020-21 SUPPLY QF CATIONIC POLY EMULSIOI		0	77430.00	0	77430.00	0.00
T	21006028	3587	METSI CHEM WESTERN CAPE	hth tablets 25kg buckets		1	183994.63	1	183994.63	0.00
T	21006028	3587	METSI CHEM WESTERN CAPE	V.A.T / B.T.W		0	27595.19	0	27595.19	0.00
T	21006028	3587	METSI CHEM WESTERN CAPE	hth granules		50	43875.00	50	43875.00	0.00
T	21006028	3587	METSI CHEM WESTERN CAPE	V.A.T / B.T.W		0	36375.00	0	36375.00	0.00
T	21006030	5638	SAINS AGENCIES CC	Buffer 4		30	12037.50	30	12037.50	0.00
T	21006030	5638	SAINS AGENCIES CC	Buffer 7 solution		30	10200.00	30	10200.00	0.00
T	21006030	5638	SAINS AGENCIES CC	Acetone solution		1	1265.00	1	1265.00	0.00
T	21006030	5638	SAINS AGENCIES CC	DPD1 Free chlorine powder pillows 100/pk		50	23913.04	50	23913.04	0.00
T	21006030	5638	SAINS AGENCIES CC	NirVer 3		20	19960.00	20	19960.00	0.00
T	21006030	5638	SAINS AGENCIES CC	NiraVer5 powder pillows		20	27400.00	20	27400.00	0.00

SPECIAL MUNICIPAL COUNCIL MEETING

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T	21006030	5638 SAINS AGENCIES CC	TNT 945 phosphorus reactive total High range	20	34200.00	20	34200.00	20	34200.00	0.00
T	21006030	5638 SAINS AGENCIES CC	VAT /B.T.W	0	19070.71	0	19070.71	0	19070.71	0.00
T	21006031	10743 AQUAMARINE WATER TREATMENT	SUPPLY & DELIVERY OF POLY ALUMINIUM CHLOR	1	521758.13	1	521758.13	1	521758.13	0.00
T	21006031	10743 AQUAMARINE WATER TREATMENT	-VAT /B.T.W	0	79260.87	0	79260.87	0	79260.87	0.00
T	21006035	5638 SAINS AGENCIES CC	SUPPLY OF NITROGEN - AMMONIA REAGENT SET,	20	59500.00	20	59500.00	20	59500.00	0.00
T	21006035	5638 SAINS AGENCIES CC	VAT /B.T.W	0	8589.89	0	8589.89	0	8589.89	0.00
T	21006036	3687 NETSI CHEM WESTERN CAPE	T06-2020-21 CHEMICAL SUPPLY TO GREATER KNY	1	302600.00	1	302600.00	1	302600.00	0.00
T	21006036	3687 NETSI CHEM WESTERN CAPE	VAT /B.T.W	0	45390.00	0	45390.00	0	45390.00	0.00
T	21006037	10743 AQUAMARINE WATER TREATMENT	SUPPLY & DELIVERY OF POLY ALUMINIUM CHLOR	1	169871.57	1	169871.57	1	169871.57	0.00
T	21006037	10743 AQUAMARINE WATER TREATMENT	-VAT /B.T.W	1	272282.77	1	272282.77	1	272282.77	0.00
T	21006037	10743 AQUAMARINE WATER TREATMENT	SUPPLY & DELIVERY OF POLY ALUMINIUM CHLOR	0	65323.16	0	65323.16	0	65323.16	0.00
T	21006038	10743 AQUAMARINE WATER TREATMENT	-VAT /B.T.W	30	590075.90	30	590075.90	30	590075.90	0.00
T	21006038	10743 AQUAMARINE WATER TREATMENT	VAT /B.T.W	30	1048.10	30	1048.10	30	1048.10	0.00
T	21006038	10743 AQUAMARINE WATER TREATMENT	-VAT /B.T.W	0	90138.75	0	90138.75	0	90138.75	0.00
T	21006038	10743 AQUAMARINE WATER TREATMENT	VAT /B.T.W	40	49600.00	40	49600.00	40	49600.00	0.00
T	21006039	10220 RHEOCHEM (PTY) LTD	HTH TABLETS 25kg	1	7440.00	1	7440.00	1	7440.00	0.00
T	21006040	10743 AQUAMARINE WATER TREATMENT	Supply and Delivery of Aluminium Chlorohydrate blend	0	1201650.00	0	1201650.00	0	1201650.00	0.00
T	21006040	10743 AQUAMARINE WATER TREATMENT	-VAT /B.T.W	0	190277.50	0	190277.50	0	190277.50	0.00
T	21006042	8907 SECOND OPINION CONSULTING CC	Supply and Delivery of Bio remedial	1	99499.82	1	99499.82	1	99499.82	0.00
T	21006042	8907 SECOND OPINION CONSULTING CC	VAT /B.T.W	0	14824.97	0	14824.97	0	14824.97	0.00
T	21006043	9705 CHLORCAPE (PTY) LTD	Supply and Delivery of SDIC	1	171999.00	1	171999.00	1	171999.00	0.00
T	21006043	9705 CHLORCAPE (PTY) LTD	VAT /B.T.W	0	25799.85	0	25799.85	0	25799.85	0.00
T	21006044	3687 NETSI CHEM WESTERN CAPE	Supply/Delivery and Servicing of Soda Ash Greater Kny	1	436100.00	1	436100.00	1	436100.00	0.00
T	21006044	3687 NETSI CHEM WESTERN CAPE	VAT /B.T.W	0	65415.00	0	65415.00	0	65415.00	0.00
T	21006045	9705 CHLORCAPE (PTY) LTD	Service Maintenance to be done at Sedgfield, Knysna	1	2900.00	1	2900.00	1	2900.00	0.00
T	21006045	9705 CHLORCAPE (PTY) LTD	VAT /B.T.W	0	435.00	0	435.00	0	435.00	0.00
T	21006046	9705 CHLORCAPE (PTY) LTD	CHLORINATOR LEAKAGE MAINTENANCE @ BELVIL	1	2950.00	1	2950.00	1	2950.00	0.00
T	21006046	9705 CHLORCAPE (PTY) LTD	VAT /B.T.W	0	442.50	0	442.50	0	442.50	0.00
T	21006049	9705 CHLORCAPE (PTY) LTD	T06/2020-21 SUPPLY ALUMINIUM SULPHATE	1	44709.60	1	44709.60	1	44709.60	0.00
T	21006049	9705 CHLORCAPE (PTY) LTD	VAT /B.T.W	0	6708.44	0	6708.44	0	6708.44	0.00
T	21006050	10220 RHEOCHEM (PTY) LTD	SUPPLY & DELIVERY OF HTH TABLETS 25KG	40	52400.00	40	52400.00	40	52400.00	0.00
T	21006050	10220 RHEOCHEM (PTY) LTD	VAT /B.T.W	0	7860.00	0	7860.00	0	7860.00	0.00
T	21006051	9705 CHLORCAPE (PTY) LTD	SDIC	1	264740.00	1	264740.00	1	264740.00	0.00
T	21006051	9705 CHLORCAPE (PTY) LTD	VAT /B.T.W	0	39711.00	0	39711.00	0	39711.00	0.00
T	21006052	9705 CHLORCAPE (PTY) LTD	SUPPLY & DELIVERY OF SDIC	34	74313.91	34	74313.91	34	74313.91	0.00
T	21006052	9705 CHLORCAPE (PTY) LTD	VAT /B.T.W	0	11147.09	0	11147.09	0	11147.09	0.00
T	21006054	7274 HUBER TECHNOLOGY (PTY) LTD	SUPPLY & DELIVERY OF CATIONIC POLYCRYLAMID	1	20030.65	1	20030.65	1	20030.65	0.00
T	21006054	7274 HUBER TECHNOLOGY (PTY) LTD	VAT /B.T.W	0	19678.95	0	19678.95	0	19678.95	0.00
T	21006055	8907 SECOND OPINION CONSULTING CC	SUPPLY & DELIVERY OF BODIYNE 25L	18	77107.50	18	77107.50	18	77107.50	0.00
T	21006055	8907 SECOND OPINION CONSULTING CC	VAT /B.T.W	0	34270.00	0	34270.00	0	34270.00	0.00
T	21006055	8907 SECOND OPINION CONSULTING CC	SUPPLY & DELIVERY OF BODIYNE 20 X 1KG	18	3047.29	18	3047.29	18	3047.29	0.00
T	21006057	9705 CHLORCAPE (PTY) LTD	SUPPLY & DELIVERY OF BODIYNE 1KG	0	0.00	0	0.00	0	0.00	0.00
T	21006057	9705 CHLORCAPE (PTY) LTD	VAT /B.T.W	19500	3595332.63	19500	3595332.63	19500	3595332.63	0.00
T	21006058	9705 CHLORCAPE (PTY) LTD	SUPPLY & DELIVERY OF ALUMINIUM CHLOROXYDI	0	539299.88	0	539299.88	0	539299.88	0.00
T	21006058	9705 CHLORCAPE (PTY) LTD	VAT /B.T.W	34000	374000.00	34000	374000.00	34000	374000.00	0.00
T	21006058	9705 CHLORCAPE (PTY) LTD	SUPPLY & DELIVERY OF HYDRATE LIME	0	58100.00	0	58100.00	0	58100.00	0.00
T	21006058	9705 CHLORCAPE (PTY) LTD	VAT /B.T.W	568	1210980.00	568	1210980.00	568	1210980.00	0.00
T	21006059	9705 CHLORCAPE (PTY) LTD	SUPPLY & DELIVERY OF SDIC - 25KG DRUM	0	181629.00	0	181629.00	0	181629.00	0.00
T	21006059	9705 CHLORCAPE (PTY) LTD	VAT /B.T.W	100	140000.00	100	140000.00	100	140000.00	0.00
T	21006060	10220 RHEOCHEM (PTY) LTD	SUPPLY & DELIVERY OF HTH TABLETS	100	140000.00	100	140000.00	100	140000.00	0.00

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

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T	21006080	10220 RHEOCHEM (PTY) LTD	V.A.T / B.T.W	0	21000.00	0	21000.00	21000.00	0.00
T	21006064	10080 HUBER PROJECTS (PTY) LTD	SUPPLY & DELIVERY OF CATIONIC POLYACRYLAM	4200	196203.30	0	196203.30	196203.30	0.00
T	21006064	10080 HUBER PROJECTS (PTY) LTD	V.A.T / B.T.W	0	23730.50	0	23730.50	23730.50	0.00
T	21006065	9705 CHLORCAPE (PTY) LTD	ALUMINIUM SULPHATE - KARATARA	32	94400.00	0	94400.00	94400.00	0.00
T	21006065	9705 CHLORCAPE (PTY) LTD	MAINTENANCE ON TANKS	1	5244.00	1	5244.00	5244.00	0.00
T	21006066	9705 CHLORCAPE (PTY) LTD	V.A.T / B.T.W	0	14946.60	0	14946.60	14946.60	0.00
T	21006066	9705 CHLORCAPE (PTY) LTD	Chlorine Training	1	135000.00	1	135000.00	135000.00	0.00
T	21006066	9705 CHLORCAPE (PTY) LTD	V.A.T / B.T.W	0	20250.00	0	20250.00	20250.00	0.00
T	21006067	8907 SECOND OPINION CONSULTING CC	Supply & Delivery of Bio	0	298499.13	0	298499.12	298499.12	0.00
T	21006067	8907 SECOND OPINION CONSULTING CC	V.A.T / B.T.W	0	44774.87	0	44774.87	44774.87	0.00
T	21006068	9705 CHLORCAPE (PTY) LTD	SUPPLY & DELIVERY OF POLY ALUMINIUM CHLOR	17	29861.05	17	29861.05	29861.05	0.00
T	21006068	9705 CHLORCAPE (PTY) LTD	SUPPLY & DELIVERY OF POLY ALUMINIUM CHLOR	34	649157.28	34	649157.28	649157.28	0.00
T	21006070	3587 METSI CHEM WESTERN CAPE	V.A.T / B.T.W	0	142315.25	0	142315.25	142315.25	0.00
T	21006070	3587 METSI CHEM WESTERN CAPE	SUPPLY & DELIVERY OF SODA ASH	4	54840.00	4	54840.00	54840.00	0.00
T	21006071	3587 METSI CHEM WESTERN CAPE	V.A.T / B.T.W	0	8226.00	0	8226.00	8226.00	0.00
T	21006071	3587 METSI CHEM WESTERN CAPE	SUPPLY & DELIVERY OF SODA ASH	21	104350.00	21	104350.00	104350.00	0.00
T	21006071	3587 METSI CHEM WESTERN CAPE	SUPPLY & DELIVERY OF SODA ASH	28	131310.00	28	131310.00	131310.00	0.00
T	21006072	3587 METSI CHEM WESTERN CAPE	V.A.T / B.T.W	0	35353.50	0	35353.50	35353.50	0.00
T	21006072	3587 METSI CHEM WESTERN CAPE	SUPPLY & DELIVERY OF SODA ASH	34	452430.00	33	452430.00	452430.00	0.00
T	21006073	9705 CHLORCAPE (PTY) LTD	V.A.T / B.T.W	0	67864.50	0	67864.50	67864.50	0.00
T	21006073	9705 CHLORCAPE (PTY) LTD	SUPPLY & DELIVERY OF ALUMINIUM CHLORO-HYD	130	2596529.10	130	255712.54	340916.66	0.00
T	21006074	3587 METSI CHEM WESTERN CAPE	SODA ASH (1380 X 26Kg)	0	386494.37	0	386494.37	386494.37	0.00
T	21006074	3587 METSI CHEM WESTERN CAPE	V.A.T / B.T.W	34	438720.00	32	438720.00	438720.00	0.00
T	21006075	9705 CHLORCAPE (PTY) LTD	Aluminium Chlorohydrate Bland	0	65808.00	0	65808.00	65808.00	0.00
T	21006075	9705 CHLORCAPE (PTY) LTD	V.A.T / B.T.W	65	1520234.41	65	1491460.48	25773.33	0.00
T	21006076	9705 CHLORCAPE (PTY) LTD	Sodium Dischor Iso Cynuralle	0	226035.16	0	224169.07	3865.09	0.00
T	21006076	9705 CHLORCAPE (PTY) LTD	V.A.T / B.T.W	1	759500.00	1	759500.00	759500.00	0.00
T	21006077	3587 METSI CHEM WESTERN CAPE	HTH GRANULES 25kg DRUM	100	92500.00	0	113925.00	0.00	0.00
T	21006077	3587 METSI CHEM WESTERN CAPE	V.A.T / B.T.W	0	13875.00	0	0.00	92500.00	0.00
T	21006078	10220 RHEOCHEM (PTY) LTD	HTH TABLETS 25KG	81	113400.00	81	113400.00	113400.00	0.00
T	21006078	10220 RHEOCHEM (PTY) LTD	V.A.T / B.T.W	19	26800.00	19	26800.00	26800.00	0.00
T	21006078	10220 RHEOCHEM (PTY) LTD	DPD+ FREE CHLORINE POWDER PILLOWS (100pk)	0	21000.00	0	21000.00	21000.00	0.00
T	21006079	5638 SAINS AGENCIES CC	ALUVER 5 REAGENTS (100pk)	100	55900.00	100	55900.00	55900.00	0.00
T	21006079	5638 SAINS AGENCIES CC	NITRAVER 5 POWDER PILLOWS (100pk)	20	49220.00	20	49220.00	49220.00	0.00
T	21006079	5638 SAINS AGENCIES CC	ASORBIC ACID PP (100pk)	20	31940.00	20	31940.00	31940.00	0.00
T	21006079	5638 SAINS AGENCIES CC	BLEACHING 3 REAGENTS (100pk)	20	14220.00	20	14220.00	14220.00	0.00
T	21006079	5638 SAINS AGENCIES CC	FERROVERIRON REAGENT (100pk)	20	18480.00	20	18480.00	18480.00	0.00
T	21006079	5638 SAINS AGENCIES CC	0.1M KCL 500ml	20	14240.00	20	14240.00	14240.00	0.00
T	21006079	5638 SAINS AGENCIES CC	240mm FILTER PAPER	10	12360.00	10	12360.00	12360.00	0.00
T	21006079	5638 SAINS AGENCIES CC	V.A.T / B.T.W	0	8750.00	0	8750.00	8750.00	0.00
T	21006080	9705 CHLORCAPE (PTY) LTD	SUPPLY & DELIVERY OF ALUMINIUM CHLORO-HYD	64	1496845.91	64	1496845.91	1496845.91	0.00
T	21006080	9705 CHLORCAPE (PTY) LTD	V.A.T / B.T.W	0	224526.89	0	67412.46	1047458.33	0.00
T	21006081	9705 CHLORCAPE (PTY) LTD	SUPPLY & DELIVERY OF SDIC	925	2007250.00	925	1858750.00	157114.00	0.00
T	21006081	9705 CHLORCAPE (PTY) LTD	V.A.T / B.T.W	0	301087.50	0	284812.50	108500.00	0.00
T	21006082	10080 HUBER PROJECTS (PTY) LTD	100LT POLY DRUM FOR SEDGEFIELD WWTW	1	7286.50	1	7286.50	7286.50	0.00
T	21006082	10080 HUBER PROJECTS (PTY) LTD	V.A.T / B.T.W	0	1092.98	0	1092.98	1092.98	0.00
T	21006083	10220 RHEOCHEM (PTY) LTD	HTH TABLETS 25KG	60	84000.00	60	84000.00	84000.00	0.00
T	21006083	10220 RHEOCHEM (PTY) LTD	V.A.T / B.T.W	0	12600.00	0	0.00	12600.00	0.00

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

29 JUNE 2023

T	21006084	3567	METSI CHEM WESTERN CAPE	26	549913.04	0	0.00	549913.04
T	21006084	3567	METSI CHEM WESTERN CAPE	8	148800.00	0	0.00	148800.00
T	21006084	3567	METSI CHEM WESTERN CAPE	0	104806.96	0	0.00	104806.96
T	21006085	9705	CHLORCAPE (PTY) LTD	4	16706.25	0	0.00	16706.25
T	21006085	9705	CHLORCAPE (PTY) LTD	0	2505.94	0	0.00	2505.94
T	21006090	9705	CHLORCAPE (PTY) LTD	3	12919.50	0	0.00	12919.50
T	21006090	9705	CHLORCAPE (PTY) LTD	5	20493.00	0	0.00	20493.00
T	21006090	9705	CHLORCAPE (PTY) LTD	0	5011.88	0	0.00	5011.88
			TOTAL	29	851 230.94		27 035 234.82	2816056.12
							9011744.94	per annum
							750878.75	per month
							2232936.24	estimate
						Total for 3 months		

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

29 JUNE 2023

Order Type	Order Number	Account	Supplier Name	Stock Category	Original Quantity	Original Amount	Order Quantity	Order Amount	Quantity	Involved Amount	Outstanding Amount
T	21022001	3270	AL ABBOTT & ASSOCIATES (PTY) L		1	137003.68	1	137003.68	1	137003.68	0.00
T	21022001	3270	AL ABBOTT & ASSOCIATES (PTY) L		1	0.00	0	0.00	0	0.00	0.00
T	21022001	3270	AL ABBOTT & ASSOCIATES (PTY) L		0	20550.52	0	20550.52	0	20550.52	0.00
T	21022003	3270	AL ABBOTT & ASSOCIATES (PTY) L		1	925535.95	1	925535.95	1	925535.95	0.00
T	21022003	3270	AL ABBOTT & ASSOCIATES (PTY) L		0	138830.34	0	138830.34	0	138830.34	0.00
T	21022004	3270	AL ABBOTT & ASSOCIATES (PTY) L		1	704189.86	1	704189.86	1	704189.86	0.00
T	21022004	3270	AL ABBOTT & ASSOCIATES (PTY) L		0	105629.22	0	105629.22	0	105629.22	0.00
T	21022006	3270	AL ABBOTT & ASSOCIATES (PTY) L		1	6169.83	1	6169.83	0	0.00	6169.83
T	21022006	3270	AL ABBOTT & ASSOCIATES (PTY) L		0	925.47	0	925.47	0	0.00	925.47
T	21022007	3270	AL ABBOTT & ASSOCIATES (PTY) L		1	1000.00	1	1000.00	0	0.00	1000.00
T	21022007	3270	AL ABBOTT & ASSOCIATES (PTY) L		0	150.00	0	150.00	0	0.00	150.00
T	21022008	3270	AL ABBOTT & ASSOCIATES (PTY) L		1	1000.00	1	1000.00	0	0.00	1000.00
T	21022008	3270	AL ABBOTT & ASSOCIATES (PTY) L		0	150.00	0	150.00	0	0.00	150.00
T	21022009	3270	AL ABBOTT & ASSOCIATES (PTY) L		1	1000.00	1	1000.00	0	0.00	1000.00
T	21022009	3270	AL ABBOTT & ASSOCIATES (PTY) L		0	150.00	0	150.00	0	0.00	150.00
T	21022010	3270	AL ABBOTT & ASSOCIATES (PTY) L		1	55198.63	1	55198.63	0	0.00	55198.63
T	21022010	3270	AL ABBOTT & ASSOCIATES (PTY) L		0	8279.80	0	8279.80	0	0.00	8279.80
TOTAL									2 031 738.57	2 031 738.57	74023.73
									677246.52 per annum		
									56437.21 per month		
									Total for 3 months		
									169311.63		

7.5

SC05/06/23 MUNICIPAL INFRASTRUCTURE GRANT: DPIP FOR 2022/2023 FINANCIAL YEAR

REPORT FROM DIRECTOR: DIRECTOR INFRASTRUCTURE SERVICES

PURPOSE OF THE REPORT

The purpose of this report is to request that Council approve the MIG Detailed Project Implementation Plan (DPIP) for the 2022/2023 financial year.

BACKGROUND / DISCUSSION

2022/2023 FINANCIAL YEAR DPIP

Knysna received R 39 114 000 for 2022/23 FY, which included R11 000 000 for Upgrade of Bongani Sport Field and submitted a DPIP to indicate the planned expenditure project. This was submitted to DCoG before end June 2022 and in January 2023 respectively.

The Dora Bill March 2023 indicated that an amount of R 9,4million has been stopped from the MIG Annual Allocation. This necessitates that the change in Annual Allocation is recognized in the annual capital plan, in this case the Project Implementation Plan.

The revised DPIP entails the following;

- Reduction of budget for the recently registered Sedgefield Bulk Sewer Services to the MIG Implementation Plan due to slow progress on site.
- Increase of the budget for the recently registered of Rehabilitation of Hornlee internal Roads to the MIG Implementation Plan with spending potential.
- Reduction of Budgets (MIG Funding) for Upgrading of Gravel Roads in Knysna: Northern Areas Phase 2 due to slow progress on site.

FINANCIAL IMPLICATIONS

The REVISED 2022/2023 DPIP ensures that the MIG allocated funds are spent by 30 June 2023.

RECOMMENDATION OF THE MUNICIPAL MANAGER

That the updated 2022/23 Municipal Infrastructure Grant DPIP for 2022/2023, be adopted.



Presentation Outline

Planning:

- 2022/23 Commitment Levels
- 2023/24 Commitment Levels

Implementation:

- Overall Progress 2022/23 FY
- Monthly Financial Progress
- MIG Framework: Expenditure Milestones Progress
- Procurement Plan

Compulsory MIG MIS Programme Reporting

Identification Of Stalled Projects for Further Management

EPWP 2022/23 Infrastructure Performance

PMU Capacity

Municipal Leadership

Overall MIG Challenges & Support Required

Planning: 2022/23 Commitment Levels

MIG ID	Projects		Budget 2022/23 FY	Registration Status	
	Project Description	Service		Registered	Not Registered
374126	Upgrade of Gravel Roads N/Areas_Knysna	Roads & Stormwater	R 2 329 521,90	X	
295640	Upgrading of Bulk Sewer Sedgefield	Sanitation	R 7 291 988,86	X	
450431	Upgrade Gravel Roads - Phase 2A	Roads & Stormwater	R 7 929 004	X	
366321	Upgrading of Gravel Roads - Karatara	Roads & Stormwater	R 3 379 286,40	X	
476240	Rehabilitation of Hornlee Internal Streets	Roads & Stormwater	R 7 158 911,84	X	
149009	Sedgefield Water Treatment Works	Sanitation	R 219 587	X	
PMU	PMU	PMU	R 1 405 700	X	
Total Allocation 2022/23 FY			R 29 714 000	R 29 714 000	
Difference 2022/23 FY			N/A	R 0	

Planning: 2022/23 Commitment Levels (cont.)

Comments for non-registered projects:

MIG ID – 285770: Project Name: Upgrade Sports Field Phase 2 Bongani

- Project Registered on MIG MIS, awaiting Provincial and National approval etc. MIG 1 and Technical Report received by the municipality, capturing has completed, relevant Approval received from MISA. **Project Appraised in June 2023.**

MIG ID –295640: Project Name: Upgrade of Sedgefield Bulk Services

- Technical Report submitted to the Water Sector Department for approval, revision 2 received from consultant. MIG 1 and Technical Report received by the municipality, capturing has completed, relevant documents sent to MISA. **Revised TR submitted to MISA 20 September 2022. Project Appraised in March 2023.**

MIG ID – 450431 – Project Name: Upgrade Gravel Roads - Phase 2A

- MIG 1 and Technical Report received by the municipality, capturing has completed, relevant documents sent to MISA. **Project Appraised in August 2022.**

MIG ID – NYR – Project Name: Rehabilitation of Hornlee Internal Streets

- MIG 1 and Technical Report received by the municipality, capturing has completed, relevant documents sent to MISA. Feedback received and processed by the municipality. **Project Appraised in March 2023.**

Implementation: Overall Progress 2022/23 FY

Financial Progress:

- 2022/23 FY MIG Allocation: **R 29 714 000 (R9 400 000 stopped)**
- Cumulative MIG Expenditure: **R 19 743 647,81 (66.45% of R29 714 000,00 overall allocation)**
- Remaining Allocation to be Spent: **R 9 970 352,19**
- **Invoices at hand:**
 - Hornlee Internal Streets – R 2 298 900,24
 - Sedgefield Bulk Sewer Services – R 1 354 821,65
 - Upgrade Gravel Roads - Phase 2A – R 724 652,84
 - Total Received = R 4 378 374,73**
- 2021/22 Roll-over Application Amount: **R 155 005 (Not Approved)**

Implementation: Monthly Progress (Up to June 2023)

PROJECTS	BUDGET 2022/23 FY	ACTUAL EXPENDITURE (JUL 22 – MARCH 23)	ACTUAL EXPENDITURE (APR 23)	ACTUAL EXPENDITURE (MAY 23)	PROJECTED EXPENDITURE (JUN 23)
374126 Gravel Roads Northern Areas	R 2 329 521,90	R 2 258 723,30	R 0	R 0,00	R 70 797,70
366321 Gravel Roads Karatara	R 3 379 286,40	R 3 288 773,36	R 0	R 0,00	R 0,00
450431 Gravel Roads Northern Areas PH2A	R 7 929 004	R 1 240 745	R 257 111	R 4 771 733,76	R 3 311 274,80
196404 Akkerkloof D/ Wall	R 0,00	R 0, 00	R 0	R 0,00	R 0,00
196403 New Lower Dam	R 0,00	R 0, 00	R 0, 00	R 0,00	R 0,00
149009 Sedge WTW Ancill Works	R 219 587,00	R 0, 00	R 102 390	R 68 555,00	R 89 587
Upgrading of Bulk Sewer Sedgefield	R 7 291 988,86	R 0,00	R 1 213 074	R 2 667 944,54	R 2 213 011,14
Hornlee: Rehabilitation of Internal Streets	R 7 158 911,84	R 0,00	R 0	R 2 552 175,51	R 4 291 988,86
PMU	R 1 405 700	R 1 081 980	R 120 220	R 120 220	R 83 280
Cumulative Total (R)	R 29 714 000,00	R 7 870 222	R 9 563 019	R 10 180 628,81	R 9 970 352,19
Cumulative Total (%)		26,49%	32,18%	66%	100%

MIG Framework: Expenditure Milestones Progress

60% Expenditure Milestone of First Tranche by August 2022:

Challenges:

- The municipality had a challenge in August 2022 of contractors submitting the payment certificates late leading to delayed payments and ultimately delayed reporting. There are no challenges except the poor submission of invoices and statements by the contractors for August 2022. All service providers were given warnings and have vowed to comply with the submission periods of the municipality. Municipality managed to spend 76% of transferred funds by end Sept 2022.

Remedial Measures:

- All service providers were given warnings and have vowed to comply with the submission periods of the municipality.

40% Expenditure Milestone of Total Allocation by December 2022:

Challenges:

- Delays in project registrations of projects led to target of 40% not met.
- Poor performance by Roads Contractors also contributed to limited expenditure on site

Remedial Measures:

- Registrations fast-tracked
- All contractor appointments done by end of March 2023.

Implementation: Procurement Plan (Only projects in procurement phase)

Projects			Status	BSC	Tender advertised	Tender Closed	BEC	BAC	Appointment
MIG ID	Project Description	Service							
450431	Gravel Roads N/A PH2A	Roads & Stormwater	Awarded	Jul 2022	Aug 2022	Aug 2022	Sept 2022	Sept 2022	Construction
295640	Sedgefield WWTW PH2A	Sanitation	Advert closes 09 Nov 22	Sept 2022	Oct 2022	Oct 2022	Dec 2022	Jan 2022	Construction
476240	Hornlee: Rehabilitation of Internal Streets (Contract 1)	Roads & Stormwater	Construction	Jan 2023	Jan 2023	Feb 2023	Feb 2023	Mar 2023	Construction
476240	Hornlee: Rehabilitation of Internal Streets (Contract 2)	Roads & Stormwater	Tender	May 2023	May 2023	June 2023	June 2023	June 2023	July 2023
285770	Upgrade Sports Field Phase 2 Bongani	Sporting Facilities	Tender	May 2023	June 2023	July 2023	July 2023	July 2023	August 2023

Compulsory MIG MIS Programme Reporting

- Report MIG projects lifecycle backlogs (MIG 4's until MIG 8's) inclusive of site visits reports from 2015/2016, 2016/2017, 2017/2018 & 2018/2019 financial years by **30 June 2022**.
- Report completion status of current MIG Projects (in MIG 9) with IMMEDIATE EFFECT, and MIG Projects completion statuses BACKLOGS (in MIG 9) from 2015/2016, 2016/2017, 2017/2018 & 2018/2019 financial years by **30 June 2022**.
- Report retention expenditure backlogs (in MIG 10) from 2015/2016, 2016/2017, 2017/2018 & 2018/2019 financial years by **30 June 2022**.

Compulsory MIG MIS Programme Reporting

- Report MIG projects lifecycle backlogs (MIG 4's until MIG 8's) inclusive of site visits reports from 2015/2016, 2016/2017, 2017/2018 & 2018/2019 financial years by 30 June 2023.
- Report completion status of current MIG Projects (in MIG 9) with IMMEDIATE EFFECT, and MIG Projects completion statuses BACKLOGS (in MIG 9) from 2015/2016, 2016/2017, 2017/2018 & 2018/2019 financial years by 30 June 2022.
- Report retention expenditure backlogs (in MIG 10) from 2015/2016, 2016/2017, 2017/2018 & 2018/2019 financial years by 30 June 2023.

MIG Projects 2015/2016 FY	MIG 4	MIG 6	MIG 5	MIG 8	MIG 9	MIG 10	Visit Reports
MIG ID – Project Name	Yes	Yes	Yes	Yes	Yes	No	No
MIG 164160 L/I PAVEMENTS & S/WALKS	YES	YES	YES	YES	W.I.P	N/A	W.I.P
MIG 195749 L/I PAVEMENTS & S/WALKS	YES	YES	YES	YES	W.I.P	N/A	W.I.P
MIG 196404 AKKERKLOOF DAM	YES	YES	YES	YES	YES	N/A	YES
MIG 203923 NORTH & NORTH EAST BWS	YES	YES	YES	YES	W.I.P	W.I.P	YES

Compulsory MIG MIS Programme Reporting (cont.)

MIG Projects 2015/2016 FY	MIG 4	MIG 5	MIG 6	MIG 8	MIG 9	MIG 10	Visit Reports
MIG 205704 EXT TO KNYSNA WWTW	YES	YES	YES	YES	W.I.P	N/A	W.I.P
MIG 208562 UPGRADE KNYSNA LIBRARY	YES	YES	YES	YES	W.I.P	N/A	W.I.P
MIG Projects 2016/2017 FY	MIG 4	MIG 5	MIG 6	MIG 8	MIG 9	MIG 10	Visit Reports
MIG 196405 CHARLESFORD/EASTFORD BWS	YES	YES	YES	W.I.P	YES	W.I.P	YES
MIG 221579 SEDGEFIELD WWTW	YES	YES	YES	YES	W.I.P	W.I.P	NO
MIG Projects 2017/2018 FY	MIG 4	MIG 5	MIG 6	MIG 8	MIG 9	MIG 10	Visit Reports
MIG 207642 H/MAST LIGHTING N/AREAS	NO	NO	YES	YES	W.I.P	N/A	YES
MIG 228552 SEDGEFIELD WWTW (B/M)	YES	YES	YES	YES	W.I.P	N/A	YES
MIG 306613 CHARLESFORD/EASTFORD P/S	YES	YES	YES	YES	W.I.P	W.I.P	YES
MIG 317441 KNYSNA WWTW SBR	YES	YES	YES	YES	W.I.P	W.I.P	YES

Compulsory MIG MIS Programme Reporting (cont)

Report Fund Administration Module's Expenditure backlogs for Infrastructure projects from 2015/2016, 2016/2017, 2017/2018, 2018/2019, 2019/2020, 2020/2021 & 2021/2022 financial years by 30 June 2023.

2015/16 FY: Semi Reported / Not yet approved

2016/17 FY: Semi Reported / Not yet approved

2017/18 FY: Semi Reported / Not yet approved

2018/19 FY: Completed & Approved

2019/20 FY: Completed & Approved

2020/21 FY: Completed & Approved

2021/2022: Completed & Approved

Compulsory MIG MIS Programme Reporting (cont.)

Report Fund Administration Module's Expenditure backlogs for PMU Management (5% TOP SLICE) inclusive of Approved PMU Business Plans from 2015/2016, 2016/2017, 2017/2018, 2018/2019, 2019/2020, 2020/2021 & 2021/2022 financial years by 30 June 2023.

Financial Year

Financial Year	Approved Business Plan	Reported Expenditure
2015/2016	Yes	Yes
2016/2017	Yes	Yes
2017/2018	Yes	Yes
2018/2019	Yes	Yes
2019/2020	Yes	Yes
2020/2021	Yes	Yes
2021/2022	Yes	Yes

Identification Of Stalled Projects for Further Management

MIG framework states:

"Stalled projects where MIG funds have already been spent and not completed should be prioritised for implementation before any new projects are considered for registration, provided the municipality is not fully committed for the MTEF period; and

Stalled projects can only be deregistered on confirmation that they are functional and benefiting the intended beneficiaries as per the project registration and within approved itemized cost"

MIG ID – Project Name

Challenge: **NONE**

MIG ID – Project Name

Challenge: **NONE**

MIG ID – Project Name

Challenge: **NONE**

EPWP 21/22 Infrastructure Performance

Municipality Name	21/22 WO Target	21/22 WO Reported (ERS)	% WO Achieved	21/22 FTE Target	21/22 FTE Reported (ERS)	% FTE Achieved
Hornlee Infill Scheme Sewer Pump Station	5	24	480%	5	3	60 %
Upgrade of Knysna CBD Water Reticulation	15	12	53 %	5	1,9	38 %
Upgrade of Hornlee Water Reticulation	17	10	0%	5		0%
Surfacing of gravel roads Northern Ares	50	17	34%	10	1,1	11%
Surfacing of gravel roads Karatara	20	6	0%	0	0,1	0%
Surfacing of gravel roads Rheenendal	20	0	0%	0	0	0%
	127	63			6,1	

Project List with Demographics (Validated projects only)												
WC048	Province: All sectors											
Public Body Reference Number	Project Name	Days Employed (year)	Work Opportunities (year)	Days Employed women (year)	Days Employed Youth (year)	Days Employed People with disabilities (year)	Work Opportunities women (year)	Work Opportunities Youth (year)	Work Opportunities People with	Training Days	FTE	Minim
EPWPKM250	Hornlee Water Infill Scheme/Reticulation System	701	24	140	356		7	14			3,0	
EPWPKM258	Karatara - Surface of Gravel Roads	28	6	8	20		2	5		5	,1	
EPWPKM260	Northern Areas - Surface of Gravel Roads	252	17	94	89	18	5	7	1		1,1	

EPWP 21/22 MIG & Non- MIG Infrastructure Reporting

MIG ID	Project Description	EPWP Reporting Status	
		YES	NO
366321	Karatara - Surface of Gravel Roads	X	
364465	Rheenendal - Surface of Gravel Roads	X	
374126	Northern Areas - Surface of Gravel Roads	X	
N/A	Sedgefield - Surface of Gravel Roads	X	
N/A	Upgrade CBD Water Reticulation	X	
N/A	Knysna Water Conservation & Demand Management	X	
N/A	Upgrade of Homlee Water Reticulation	X	
N/A	Upgrade Main Sewer Pump Station	X	

PMU Capacity

PMU Structure

- Snr Manager PMO
- GIS Technician.
- Project Coordinator

PMU Capacity Challenges:

- Posts not prioritized

PMU Capacity Remedial Measures:

- Motivation to Council to consider additions to PMU Structure

Municipal Leadership

Municipal Manager:

- Name: Mr Ombali Sebola
- Status: Fixed Term
- Email: mm@knysna.gov.za

CFO:

- Name: Ms Avitha Jagayzor
- Status: Acting
- Email: cfo@knysna.gov.za

Infrastructure Director:

- Name: Mr Pravir Hariparsad
- Status: Fixed Term
- Email: directortechncial@Knysna.gov.za

Overall MIG Challenges & Support Required

Actions on previous Challenges and Support Required:

- Contractual challenges for gravel roads resolved through negotiations with the Contractor.
- Municipal Manager issued circular for Bid Committees, resolving inefficiency problems

Current Challenges:

- Registration of 2022/2023 MIG Projects
- Environmental issues due to Knysna being a environmental sensitive area.
- Planning processes takes longer.
- Bid Committees unable to resolve imminent risks from submitted bids. These end up prolonging the bid processes.
- EPWPRS System Challenges. Participants have been pending approval since July 2022 and the workflow is out of sync for project Karatara - Surface of Gravel Roads

Current Support Required:

- Department of Environmental Affairs or its entities be more active in the process flow of MIG

PROGRESS PHOTOS



PROGRESS PHOTOS



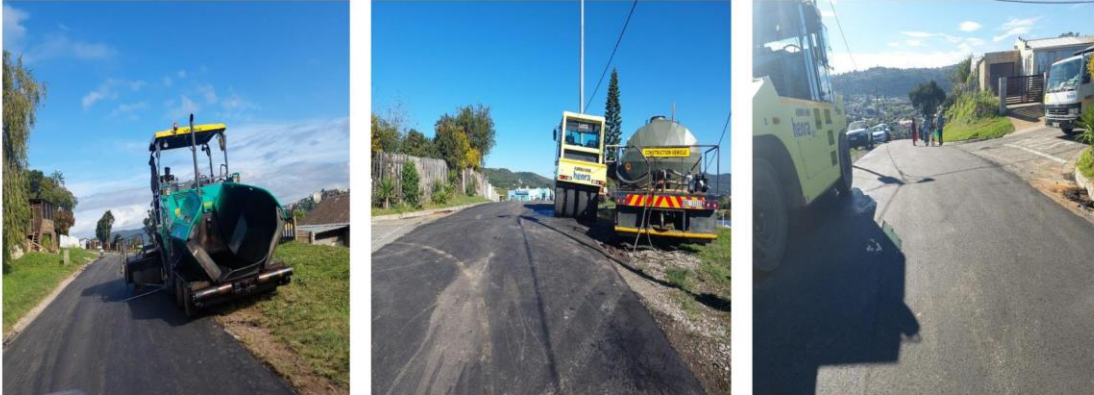
PROGRESS PHOTOS



PROGRESS PHOTOS



PROGRESS PHOTOS



Note: This Registered MIG Project Value may not be available to the municipality.
Cognisance must be taken of the municipal total MIG allocation for the year/MTEF period

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7.6

SC06/06/23 APPOINTMENT OF THE MUNICIPAL ELECTORAL OFFICER
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REPORT FROM THE ACTING DIRECTOR: CORPORATE SERVICES

PURPOSE OF THE REPORT

To obtain a resolution supporting the appointment of Ms. Nwabisa Pondoyi as Municipal Electoral Officer for the Electoral Commission.

BACKGROUND

In terms of an agreement between the Electoral Commission and Council, the Municipal Electoral Officer (MEO) shall be an employee of the Council and will report to the Municipal Manager, if she or he is not the Municipal Manager.

With the resignation of Dawid Adonis, the MEO position became vacant. The Municipal Manager Mr. Ombali Sebola met with an official from the IEC on 18 April 2023.

FINANCIAL IMPLICATIONS

There are no financial implications as the Electoral Commission provides for the funding.

RECOMMENDATION BY THE MUNICIPAL MANAGER

That the appointment of Ms. Nwabisa Pondoyi as Municipal Electoral Officer for Knysna be supported.

7.7

SC07/06/23 SECURITY SERVICES FOR THE KNYSNA MUNICIPALITY

REPORT FROM THE DIRECTOR COMMUNITY SERVICES

PURPOSE OF THE REPORT

This report flows directly from the Council Resolution SC05/02/23 at a Special Council meeting held on 28 February 2023. The overall objective being to outline a supply chain management process which will be followed in order to ensure ongoing safeguarding and security of municipal assets as well as infrastructure since the extension of the current Service Provider as granted by Council on 28 February 2023, expires at the 30 June 2023.

PREVIOUS RESOLUTIONS

RESOLVED BY MAJORITY

SPECIAL MUNICIPAL COUNCIL MEETING
MINUTES
28 FEBRUARY 2023

- [a] That the report regarding the Extension of Tender 63/2018/19: Security Services for the Knysna Municipality: 1 March 2023 to 30 June 2023, be noted; and
- [b] That the current Service Provider continue to provide security services until 30 June 2023 to allow the finalisation of the bidding process as well as the subsequent appeals process.

File number: 9/1/2/5

Execution: Director: Community Services
Acting Manager: Public Safety

BACKGROUND & DISCUSSION

The above Council Resolution, therefore warrants that proactive measures be put in place before the expiry of the extension period (until 30 June 2023) to ensure that the municipal assets and infrastructure continue to be safeguarded by a security company as there is currently no internal capacity to execute duties associated with security services. It must be noted that the new security tender is currently being evaluated and no award has been made yet.

Vandalism is one of the biggest problems facing the municipal infrastructure. If one does not attend to repairing the social fabric holistically, South Africa's infrastructure will eventually be stripped bare. Anything less than an overall societal approach merely provides a band-aid when open-heart surgery is required. The breakdown of social fabric and the socio-economic factors faced by many people include, but is not limited to, inequality, the cycle of poverty, and drug abuse. While the big all-encompassing solutions to fixing the social fabric are the focus of national government, municipalities need to protect their assets as best they can to ensure they can still

provide basic services. Community engagement is vital in building trust, educating communities, and preventing vandalism and theft.

Costs are incurred wherever vandalism has been committed, however vandalism may have further reaching impacts than the mere cost of repairing the vandalism. The funding, which is spent on repairing the vandalism, could have been spent on other high priority services. It has become paramount to evaluate the conventional systems, materials, and respective alternatives to prevent the reoccurrence of vandalism. The facts provided above as well as the risks highlighted in the Independent Security Risk Assessment Report for Knysna presented by TDH May Management Consultants (2022) confirms that municipal assets and infrastructure cannot be left unguarded while the adjudication process of the new tender process is underway.

TABLE 1: SUPPLY CHAIN MANAGEMENT PROCESS FOR T56.2022.23

Milestone	Date
Closing date for T56.2022.23	10 May 2023
1st planned meeting of Bid Evaluation Committee	26 May 2023 (could not proceed as there was no quorum)
2 nd planned meeting Bid Evaluation Committee	14 June 2023 (could not proceed as there was no quorum)
3 rd planned meeting Bid Evaluation Committee	22 June 2023 (took place but evaluation could not be completed due to many responses received from prospective bidders)
Continuation of the Bid Evaluation Committee meeting and subsequent recommendation to the Bid Adjudication Committee meeting inclusive of appeals process and necessary handover between the out coming and incoming service provider.	Three (3) months from June to October 2023

It must be noted that the above timelines are only applicable to the new security tender process.

The handover period between the current service provider (GAP Management) and the interim service provider as suggested in recommendation [d] and [e] below is predicted to last two (2) weeks from commencing date. This therefore, means that the newly appointed service provider will officially be on site from Wednesday, 12 July 2023. This suggested deviation process will adhere to the principle of value for money. Applicable rates will be negotiated with the successful bidder based on critical services required. Coupled with the above, cost is likely to be saved as eighteen (18) Law Enforcement Officers will be deployed by the Garden Route District Municipality in the Knysna Municipal area from July 2023 to undertake some of the security-related duties.

This report is concluded with short to medium term recommendations which are aimed at improving and providing sustainable solutions towards an effective security services in the jurisdiction of Knysna Municipality.

FINANCIAL IMPLICATIONS

Applicable rates as negotiated with the successful bidder.

RELEVANT LEGISLATION/ GUIDING FRAMEWORK

- Local government: Municipal Finance Management Act 56 of 2003,
- Knysna Municipality's Supply Chain Management Policy.

RECOMMENDATIONS OF THE MUNICIPAL MANAGER

- [a] That the report from the Director Community Services, be noted;
- [b] That it be noted that the supply chain management process towards the appointment of the new Service Provider for the Security Services for Knysna Municipality is underway as shown in Table 1 above;
- [c] That cognisance be taken of the fact that the extension of the current Service Provider as granted by Council on 28 February 2023 (see Council Resolution attached as Annexure A) expires at the end June 2023;
- [d] That it be noted that an interim arrangement to mitigate a risk of not having a Service Provider for Security Services will be put in place guided by the supply chain process which permits an accelerated process to invite quotations from at least three (3) credible service providers followed by a deviation process in terms of Paragraph 34 of the Council approved Supply Chain Management Policy, 30 January 2023;
- [e] That it be noted the services of a successful bidder acquired through the supply chain management process as reflected in [d] above will only be required for a period not exceeding three (3) months while allowing the process mentioned in [c] above to be concluded.

APPENDIX / ADDENDUM

ANNEXURE A: Council Resolution – SC05/02/23

ANNEXURE B: Supply Chain Management Policy, Paragraph 34

File 9/2/1/5

Number:

Execution: Director: Community Services

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

29 JUNE 2023

SPECIAL MUNICIPAL COUNCIL MEETING

MINUTES

28 FEBRUARY 2023

SC05/02/23 **EXTENSION OF TENDER 63/2018/19: SECURITY SERVICES FOR THE
KNYSNA MUNICIPALITY: 1 MARCH 2023 TO 30 JUNE 2023**

RESOLVED BY MAJORITY

- [a] That the report regarding the Extension of Tender 63/2018/19: Security Services for the Knysna Municipality: 1 March 2023 to 30 June 2023, be noted; and
- [b] That the current Service Provider continues to provide security services until 30 June 2023 to allow the finalisation of the bidding process as well as the subsequent appeals process.

File Number: 9/1/2/5

Execution: Director: Community Services
Acting Manager: Public Safety

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

29 JUNE 2023

ORDINARY MUNICIPAL COUNCIL MEETING AGENDA 30 JANUARY 2023

- (1) The Municipality supports the Proudly SA Campaign to the extent that, all things being equal, preference is given to procuring local goods and services from:
- (a) Firstly – suppliers and businesses within the Municipality or district;
 - (b) Secondly – suppliers and businesses within the relevant province;
 - (c) Thirdly – suppliers and businesses within the Republic.

33. Appointment of consultants

- (1) The Accounting Officer may procure consulting services provided that any Treasury guidelines in respect of consulting services are taken into account when such procurements are made.
- (2) Consultancy services must be procured through competitive bids if:
- (a) the value of the contract exceeds R200 000; or
 - (b) the duration period of the contract exceeds one year.
- (3) In addition to any requirements prescribed by this policy for competitive bids, bidders must furnish particulars of –
- (a) all consultancy services provided to an organ of state in the last five years; and
 - (b) any similar consultancy services provided to an organ of state in the last five years.
- (4) The Accounting Officer must ensure that copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service, is vested in the Municipality.
- (5) The appointment of advisors must also follow the same competitive bidding process as set out in this Policy.
- (6) No advisor will take any part in the final decision-making process regarding the award of bids.
- (7) No decision-making authority may be delegated to an advisor.

34. Deviation from, and ratification of minor breaches of, procurement processes

- (1) The Accounting Officer may –
- (a) dispense with the official procurement processes established by this Policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only –
 - (i) in an emergency which is considered an unforeseeable and sudden event with materially harmful or potentially materially harmful consequences for the Municipality which requires urgent action to address;
 - (ii) where it can be demonstrated that goods or services are produced or available from a single source / sole supplier only;

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

29 JUNE 2023

ORDINARY MUNICIPAL COUNCIL MEETING AGENDA 30 JANUARY 2023

- (iii) for the acquisition of special works of art or historical objects where specifications are difficult to compile;
 - (iv) acquisition of animals for zoos and/or nature and game reserves; or
 - (v) in any other exceptional case where it is impractical or impossible to follow the official procurement processes.
 - (b) ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature; and
- (2) The Accounting Officer must record the reasons for any deviations in terms of Sub-Sections (1)(a) and (b) of this policy and report them to the next meeting of Council and include as a note to the annual financial statements.
- (3) Sub-Section (2) does not apply to the procurement of goods and services contemplated in Section 11(2) of this policy.

35. Unsolicited bids

- (1) In accordance with Section 113 of the Act there is no obligation to consider unsolicited bids received outside a normal bidding process.
- (2) The Accounting Officer may decide in terms of Section 113(2) of the Act to consider an unsolicited bid, only if –
- (a) the product or service offered in terms of the bid is a demonstrably or proven unique innovative concept;
 - (b) the product or service will be exceptionally beneficial to, or have exceptional cost advantages;
 - (c) the person who made the bid is the sole provider of the product or service; and
 - (d) the reasons for not going through the normal bidding processes are found to be sound by the Accounting Officer.
- (3) If the Accounting Officer decides to consider an unsolicited bid that complies with Sub-Section (2) of this policy, the decision must be made public in accordance with Section 21A of the Municipal Systems Act, together with –
- (a) reasons as to why the bid should not be open to other competitors;
 - (b) an explanation of the potential benefits if the unsolicited bid were accepted; and
 - (c) an invitation to the public or other potential suppliers to submit their comments within 30 days of the notice.
- (4) The Accounting Officer must submit all written comments received pursuant to Sub-Section (3), including any responses from the unsolicited bidder, to the National Treasury and the relevant provincial treasury for comment.
- (5) The adjudication committee must consider the unsolicited bid and may award the bid or make a recommendation to the Accounting Officer, depending on its delegations.
- (6) A meeting of the adjudication committee to consider an unsolicited bid must be open to the public.

7.8

SC08/06/23 EXTENSION OF TENDER 10 OF 2020/2021 : APPOINTMENT OF SERVICE PROVIDER TO DESIGN AND PLACE ADVERTISEMENTS

REPORT FROM THE ACTING DIRECTOR: FINANCIAL SERVICES

PURPOSE OF THE REPORT

To request Council approval to extend T10 of 2020/21 in order to allow for the finalisation of the Bid Evaluation and Adjudication process of T49 of 2022/23: Appointment of Service Providers to Design and Place Advertisements in Local, Provincial and National Media for a period of 3 months.

BACKGROUND

The current tender (T10 of 2020/21: Appointment of Service provider/s to Design and Place Advertisements in Local, Provincial and National Media for a period of three (3) years) is due to expire on 30 June 2023. A new tender (T49 of 2022/23) was advertised and closed on 10 May 2023. Bid Evaluation and Adjudication processes are currently underway.

To avoid uninterrupted services, it is necessary to extend the current contract. In terms of the Municipal Finance Management Act (No 56 of 2003), the extension of a tender must be advertised and tabled for Council approval. The extension was advertised on 14 June 2023. To date, no objections or comments were received from the public in relation to the extension. It should however be noted that the advertisement allows for comments up to and including 29 June 2023.

It is imperative that the Municipality secures ongoing services in order to ensure that the Municipality can deliver uninterrupted services, more especially for compliance-related advertisements. It is envisaged that the tender will be finalised within 3 months.

FINANCIAL IMPLICATIONS

The tender is a rates based tender. Expenditure is incurred in accordance with the tendered rates, on an "as and when required" basis.

RECOMMENDATION OF THE MUNICIPAL MANAGER

That Council extend T10 of 2020/21: Appointment of Service provider/s to Design and Place Advertisements in Local, Provincial and National Media for a period of three months (01 July 2023 to 30 September 2023).

APPENDIX / ADDENDUM

None

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

29 JUNE 2023

File Number:

Execution:

Acting Director: Financial Services

Acting Manager: SCM

7.9

SC09/06/23 CODE OF CONDUCT FOR COUNCILLORS REGULATIONS, JUNE 2023

REPORT FROM THE MUNICIPAL MANAGER

Purpose of the report

To report to Council on the promulgation of the Code of Conduct for Councillors Regulations on 14 June 2023.

Background / Discussion

On 8 June 2023, the Minister for COGTA, signed off on the Code of Conduct for Councillors Regulations, **Annexure “A”**, under section 92 of the Municipal Structures Act, Act 117 of 1998.

Regulation 12 states that *“these Regulations are called the Code of Conduct for Councillors Regulations 2023, and takes effect on the date of publication thereof”*. The Regulations were promulgated on 14 June 2023 and thus came into force on said date.

The Code of Conduct for Councillors Regulations *inter alia* states:

- Regulation 2: The regulations apply to all councillors and traditional and Khoi-San leaders subject to Item 17 of the Code;
- Regulation 3(2): If a councillor's behaviors is unruly, including when such councillor assaults or threatens to assault an official or another councillor or any other person present at the meeting: the chairperson must order the councillor to immediately leave the meeting; and if the councillor fails to obey the order, request a law enforcement official employed by the municipality to remove the councillor from the meeting;
- Regulation 5: A councillor who votes in favour of or agrees with a proposed resolution that is before the meeting, which conflicts with any legislation applicable to local government, is in breach of the Code; a councillor who commits a criminal offence in terms of section 173(4) and (5) of the MFMA, read with the Municipal Regulations on Financial Misconduct Procedures and Criminal Proceedings, 2014 and section 174 of the MFMA, is in breach of the Code;

In above regard, attention is drawn to section 118 of the MFMA which states that *“no person may interfere with the supply chain management system of a municipal or municipal entity or amend or tamper with any tenders, quotations, contracts or bids after their submissions”*.

- Regulation 6: Gifts received by a councillor must be declared in writing to the municipal manager in terms of item 8(1) of the code where the value exceeds R 1 000,00

The Code of Conduct for Councillors Regulations 2023, is accordingly submitted to council for councillors to note and familiarize themselves with the content.

FINANCIAL IMPLICATIONS

None.

RELEVANT LEGISLATION

Municipal Structures Act, 117 of 1998
Code of Conduct for Councillors
Code of Conduct for Councillors Regulations 2023

RECOMMENDATION BY MUNICIPAL MANAGER

- [a] That the report on the Code of Conduct for Councillors Regulations, 14 June 2023 be noted;
- [b] That the Speaker executes the duty bestowed upon his office in accordance with Regulation 10; and
- [c] That the Municipal Manager be mandated as follows:
 - 1. To ensure that the Legal Services department incorporates the necessary amendments to the Rules of Order by-law which will be workshopped with councillors on a date to be determined by the Speaker;
 - 2. To ensure that the Administration department keeps a copy of the Code of Conduct for Councillors Regulations, in the three languages as promulgated, in the Council Chambers;
 - 3. To ensure that the Administration department develops a gift register for councillors in accordance with Regulation 6;
 - 4. To execute the duties bestowed upon his office in accordance with Regulation 9;

APPENDIX

Annexure “A”: Code of Conduct for Councillors Regulation, 2023

SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

STAATSKOERANT, 14 JUNIE 2023

No. 48786 3

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF CO-OPERATIVE GOVERNANCE

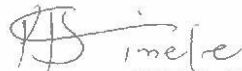
NO. 3538

14 June 2023

**LOCAL GOVERNMENT: MUNICIPAL STRUCTURES ACT, 1998
(ACT NO. 117 OF 1998)**

CODE OF CONDUCT FOR COUNCILLORS REGULATIONS

I, Thembu Nkadimeng, Minister of Cooperative Governance and Traditional Affairs, after consultation with the members of Executive Council's responsible for local government in the provinces, and organised local government representing local government nationally, under section 92 of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998), as amended, hereby make the Regulations in the Schedule.



MS THEMBU NKADIMENG, MP

MINISTER OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

DATE: 08/06/2023

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SCHEDULE

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1. Definitions

In these Regulations, any word or expression to which a meaning has been assigned in the Act has that meaning and, unless the context indicates otherwise –

“**Act**” means the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998), as amended;

“**behaviour**” means verbal or non-verbal communicative conduct, tone of voice, body language and demeanour, deportment, bearing and etiquette relative to one's conduct towards others;

“**Chairperson**” includes a councillor –

- (a) elected as the speaker of the municipal council;
- (b) elected as a mayor or deputy mayor, or a councillor presiding over meetings of the executive committee;
- (c) elected as the executive mayor or executive deputy mayor;
- (d) elected as the chairperson of a metropolitan sub-council; or
- (e) appointed as the chairperson of a committee that is established in terms of sections 79, 79A or 80 of the Act;

“**Code**” means the Code of Conduct for Councillors in Schedule 7 of the Act;

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“**committee**” means an executive committee established in terms of section 42 of the Act, or a mayoral committee established in terms of section 60 of the Act, or a metropolitan sub-council established in terms of section 61 of the Act, or a committee established in terms of sections 79, 79A or 80 of the Act;

“**Department**” means the Department of Cooperative Governance;

“**gift**” includes physical offerings, rewards, hospitality (such as breakfast, lunch or dinner), money, sponsorships, commissions or any other benefit or gratification that is received by a councillor;

“**meeting**” includes meetings that take place in the chambers of the municipal council, any other venue or virtual platform as indicated in the agenda of the council meeting, and includes meetings of a committee of the council;

“**MFMA**” means the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003);

“**quarter**” means any period from 1 January to 31 March, or from 1 April to 30 June, or from 1 July to 30 September, or from 1 October to 31 December, in a calendar year;

“**quorum**” means a number above 50% of members of the municipal council as envisaged in the Act;

“**virtual platform**” means an information and communications technology related platform used to convene meetings; and

“**walk-out**” is an act of leaving a meeting or failing to remain in attendance at that meeting, by a councillor or councillors, without the permission of the chairperson when a vote is taken on any matter, or before the chairperson has adjourned the meeting.

2. Application

These Regulations apply to all councillors and traditional and Khoi-San leaders subject to item 17 of the Code.

3. General conduct of councillors

(1) A councillor must –

- (a) perform the functions of office in good faith, honestly and in a transparent manner;

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- (b) at all times act in the best interest of the municipality and in such a way that the credibility and integrity of the municipality are not compromised; and
 - (c) during meetings maintain good and orderly behaviour.
- (2) If a councillor's behaviour is unruly, including when such councillor assaults or threatens to assault an official or another councillor or any other person present at the meeting –
 - (a) the chairperson must order the councillor to immediately leave the meeting; and
 - (b) if the councillor fails to obey the order, request a law enforcement official employed by the municipality to remove the councillor from the meeting.
- (3) If a councillor is known to or have been seen to have orchestrated with a group of members of the public or municipal staff to engage in violent protests or labour unrest against the municipality –
 - (a) such councillor must be disciplined by the municipal council for breach of the Code; and
 - (b) criminal charges must be laid with the South African Police Services and any loss or damage suffered by the municipality as a result of such protest or strike must be recovered from the councillor and cannot be written off.

4. Attendance of meetings

- (1) The municipal council must convene an ordinary meeting for the transaction of business at least once in every quarter.
- (2) A councillor's request for leave of absence contemplated in item 4(a) of the Code may not be unreasonably denied.
- (3) A councillor living with a disability must have adequate access and support from the municipality to ensure that such a councillor participates effectively in council proceedings.
- (4) A meeting must quorate before any matter may be considered.
- (5) (a) In the event of no quorum for a meeting, the scheduled meeting may be suspended for no more than 20 minutes, or as provided in the standing rules and orders for meetings of the municipal council concerned.

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(b) If at the expiry of the 20 minutes provided for in paragraph (a) there is still no quorum, the chairperson may suspend the meeting for a further 20 minutes, or as provided in the standing rules and orders for meetings of the municipal council concerned.

(c) If after the expiry of 20 minutes provided for in paragraph (b) there is still no quorum, the chairperson must adjourn the meeting to another date and time.

- (6) (a) If a councillor or councillors walk-out or are ordered to leave the meeting in terms of regulation 3(2), and the remainder of the councillors constitute a quorum, the business of the meeting must proceed.

(b) A councillor or councillors who walk-out of a meeting or is removed from the meeting by the chairperson in terms of regulation 3(2) is in breach of the Code.

(c) The chairperson may not unreasonably adjourn or close a meeting because of a walk-out or removal of a councillor or councillors if there is still a quorum for the meeting to proceed.

5. Voting at meetings

- (1) A councillor who votes in favour of or agrees with a proposed resolution that is before the meeting, which conflicts with any legislation applicable to local government, is in breach of the Code.
- (2) A councillor who commits a criminal offence in terms of section 173(4) and (5) of the MFMA, read with the Municipal Regulations on Financial Misconduct Procedures and Criminal Proceedings, 2014 and section 174 of the MFMA, is in breach of the Code.

6. Prescribed value of gifts received by councillor

- (1) Gifts received by a councillor must be declared in writing to the municipal manager in terms of item 8(1) of the Code where –
- (a) the value of a gift exceeds R1,000.00 or a higher amount as may be determined by the Minister from time to time; and
- (b) the value of gifts received from a single source in any calendar year exceeds the threshold of R1,000.00 or the amount determined by the Minister in terms of sub-regulation (a).
- (2) A declaration of gifts received by a councillor must –

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- (a) contain a description of the gifts; and
 - (b) indicate the value and source of such gift or gifts.
- (3) Failure to declare a gift(s) in terms of sub-regulations (1) and (2) is a breach of the Code.
- (4) Gifts received by a councillor above the prescribed amount must be recorded in a designated council's gifts register that must be developed by the municipality, which must include the following –
 - (a) full names, address and contact number of the person or organisation from whom the gift was accepted;
 - (b) value of the gift received or of all gifts received with a value greater than R1,000.00 or cumulative gifts received from the same person or organisation over a period of twelve-months; and
 - (c) the relationship between the councillor accepting the gift and the person or organisation providing the gift.
- (5) A councillor accepting the gift must also make the person or organisation providing the gift aware that their details will be included in the gifts register of the council subject to the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013).
- (6) A councillor must ensure that any gift declared on the gifts register is recorded within ten working days of receipt thereof.
- (7) A councillor must ensure that the details recorded in the gifts register are true and correct.
- (8) A municipality must ensure that a gifts register is kept for councillors to declare their interests as provided for in item 8 of the Code.
- (9) The municipal council must determine which of the financial interests must be made public having regard to the need for confidentiality and the public interest for disclosure.

7. Duty of speaker

- (1) The speaker must ensure that each councillor and traditional and Khoi-San leader is in receipt of a copy of the Code and is familiar with the content of such Code.

- (2) A councillor and traditional and Khoi-San leader in receipt of a copy of the Code, must familiarise themselves with such Code.

8. Breaches of Code

- (1) If a councillor is alleged to have breached a provision of the Code, such alleged breach must be investigated in terms of items 15 and 16 of the Code.
- (2) If there are any alleged breaches of the Code that has occurred in a committee of the council, the chairperson of the committee must within 7 days of the alleged breach report the breach to the speaker for further action.

9. Councillor in arrears to the municipality for rates and service charges

- (1) The municipal manager must in writing immediately inform the councillor when the councillor is in arrears to the municipality for rates and service charges for a period that is longer than two months, even if the councillor has been newly elected to the municipal council concerned, and request the councillor to settle the account and any arrears without further delay in accordance with the credit control policy of the municipality.
- (2) The municipal manager must immediately submit details of those councillors that are in arrears to the municipality for rates and service charges over a period of three months to the speaker.
- (3) A councillor who is in arrears to the municipality for rates and service charges for a period longer than three months is in breach of the Code, and the speaker must, upon receipt from the municipal manager of the details contemplated in sub-regulation (2), ensure that the arrears is recovered from the councillor.

10. Reporting

- (1) The speaker must submit a report bi-annually on the compliance with the Code to the MEC for local government within 30 days from the beginning of January and July of a calendar year.
- (2) The MEC for local government must, within 30 days of receipt of the report referred to in sub-regulation (1), submit a consolidated report on the compliance of municipalities with the Code to the Minister.
- (3) The reports contemplated in sub-regulations (1) and (2) must be in accordance with a reporting template developed by the Department.

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11. Repeal of Regulations

The Local Government: Municipal Systems Regulations published by Government Notice R459 of 2001, in *Government Gazette* 22328 of 25 May 2001, are hereby repealed.

12. Short title and commencement

These Regulations are called the Code of Conduct for Councillors Regulations, 2023, and takes effect on the date of publication hereof.

DEPARTEMENT VAN SAMEWERKENDE REGERING

NO. 3538

14 Junie 2023

**WET OP PLAASLIKE REGERING: MUNISIPALE STRUKTURE, 1998
(WET NO. 117 VAN 1998)**

REGULASIES OOR GEDRAGSKODE VIR RAADSLEDE

Ek, Thembi Nkadimeng, Minister van Samewerkende Regering en Tradisionele Sake, vaardig hierby ná oorleg met die lede van Uitvoerende Rade verantwoordelik vir plaaslike regering in die provinsies, en georganiseerde plaaslike regering wat plaaslike regering nasionaal verteenwoordig, kragtens artikel 92 van die Wet op Plaaslike Regering: Munisipale Strukture, 1998 (Wet No. 11 van 1998), soos gewysig, die Regulasies in die Bylae uit.

**MS THEMBI NKADIMENG, LP
MINISTER VAN SAMEWERKENDE REGERING EN TRADISIONELE SAKE**

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1. Woordoms krywing

In hierdie Regulasies het enige woord of uitdrukking waaraan 'n betekenis in die Wet toegewys is, daardie betekenis en, tensy die samehang andersins aandui, beteken—

“**Departement**” die Departement van Samewerkende Regering;

“**gedrag**” verbale of nieverbale kommunikerende gedrag, stemtoon, liggaamstaal en handelswyse, houding en etiket in verband met 'n persoon se gedrag teenoor andere;

“**geskenk**” ook fisieke aanbiedinge, belonings, gasvryheid (soos ontbyt, middagete of aandete), geld, borgskappe, kommissies of enige ander voordeel of gratifikasie wat deur 'n raadslid ontvang word;

“**Kode**” die Gedragskode vir Raadslede in bylae 7 by die Wet;

“**komitee**” 'n uitvoerende komitee ingestel ingevolge artikel 42 van die Wet, of 'n burgerlike komitee ingestel ingevolge artikel 60 van die Wet, 'n metropolitaanse subraad ingestel ingevolge artikel 61 van die Wet, of 'n komitee ingevolge artikels 79, 79A of 80 van die Wet ingestel;

“**kwartaal**” enige tydperk vanaf 1 Januarie tot 31 Maart, of vanaf 1 April tot 30 Junie, of vanaf 1 Julie tot 30 September, of vanaf 1 Oktober tot 31 Desember, in 'n kalenderjaar;

“**kworum**” meer as 50% van lede van die munisipale raad soos in die Wet beoog;

“**MFB-wet**” die Wet op Plaaslike Regering: Munisipale Finansiële Bestuur, 2003 (Wet No. 56 van 2003);

“**uitstap**” is 'n handeling waarin 'n raadslid of raadslede, sonder die toestemming van die voorsitter wanneer oor enige aangeleentheid gestem word, of voordat die voorsitter die vergadering verdaag het, 'n vergadering verlaat of versuim om by daardie vergadering teenwoordig te bly;

“**vergadering**” ook vergaderings wat in die kamers van die munisipale raad, enige ander venue of virtuele platform plaasvind soos in die agenda van die raadsvergadering aangedui, en sluit ook vergaderings van die komitee in;

“**virtuele platform**” 'n platform wat met inligtings- en kommunikasietegnologie verband hou wat gebruik word om vergaderings saam te roep;

“**Voorsitter**” ook 'n raadslid—

- (a) wat as die speaker van die munisipale raad verkies is;
- (b) wat as 'n burgermeester of onderburgermeester verkies is, of 'n raadslid wat voorsit oor vergaderings van die uitvoerende komitee; en
- (c) wat as die uitvoerende burgemeester of uitvoerende onderburgemeester verkies is; of
- (d) wat as die voorsitter van 'n metropolitaanse subraad verkies is; of
- (e) wat as die voorsitter verkies is van 'n koomitee wat ingevolge artikel 79, 79A of 80 van die Wet ingestel is; en

“**Wet**” die Wet op Plaaslike Regering: Munisipale Strukture, 1998 (Wet No. 117 van 1998), soos gewysig.

2. Toepassing

Hierdie Regulasies is van toepassing op alle raadslede en tradisionele en Khoi-San-leiers behoudens item 17 van die Kode.

3. Algemene gedrag van raadslede

- (1) 'n Raadslid moet—

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- (a) die werksaamhede van die amp te goeder trou, eerlik en op 'n deursigtige wyse verrig;
 - (b) te alle tye in die beste belang van die munisipaliteit en op so 'n wyse handel dat die geloofwaardigheid en integriteit van die munisipaliteit nie in die gedrang gebring word nie; en
 - (c) tydens vergaderings goeie en ordelike gedrag handhaaf.
- (2) Indien 'n raadslid se gedrag onordelik is, met inbegrip van wanneer sodanige raadslid 'n beamppte of 'n ander raadslid of enige ander persoon wat by die vergadering teenwoordig is aanrand of met aanranding dreig—
 - (a) moet die voorsitter die raadslid beveel om die vergadering onmiddellik te verlaat; en
 - (b) indien die raadslid versuim om die bevel te gehoorsaam, 'n wetstoepassingsbeamppte in diens van die munisipaliteit versoek om die raadslid uit die vergadering verwyder.
- (3) Indien dit bekend is of indien waargeneem is, dat 'n raadslid met 'n groep of lede van die publiek of munisipale personeel georkestreer het om aan gewelddadige oproer of arbeidsonrus teen die munisipaliteit mee te doen—
 - (a) moet sodanige raadslid deur die munisipale raad gedissiplineer word vir verbreking van die Kode; en
 - (b) strafregtelike aanklagte moet by die Suid-Afrikaanse Polisie diens ahangig gemaak word en enige skade of verlies deur die munisipaliteit gelei as gevolg van sodanige protesaksie of staking, moet van die raadslid verhaal word en kan nie afgeskryf word nie.

4. Bywoning van vergaderings

- (1) Die munisipale raad moet ten minste een keer elke kwartaal 'n gewone vergadering saamroep vir die doen van sake.
- (2) 'n Raadslid se versoek om van 'n vergadering verskoon te word soos in item 4(a) van die Kode beoog, mag nie onredelik geweier word nie.
- (3) 'n Raadslid wat met 'n gestremdheid saamleef, moet voldoende toegang en ondersteuning van die munisipaliteit hê om te verseker dat sodanige raadslid doeltreffend aan raadsverrigtinge deelneem.
- (4) 'n Vergadering moet 'n kworum hê voordat enige aangeleentheid oorweeg kan word.

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- (5) (a) Indien daar nie 'n kworum by 'n vergadering is nie, kan die geskeduleerde vergadering met hoogstens 20 minute of soos in die staande reëls en orders vir vergaderings van die betrokke munisipale raad bepaal, uitgestel word.
- (b) Indien daar ná afloop van die 20 minute waarvoor in paragraaf (a) voorsiening gemaak word, steeds nie 'n kworum is nie, kan die voorsitter die vergadering uitstel met nog 20 minute of soos in die staande reëls en orders vir vergaderings van die betrokke munisipale raad bepaal.
- (c) Indien daar ná afloop van die 20 minute waarvoor in paragraaf (b) voorsiening gemaak word, nog steeds geen kworum is nie, moet die voorsitter die vergadering verdaag na 'n ander datum en tyd.
- (6) (a) Indien 'n raadslid of raadslede uitstap of beveel word om die vergadering te verlaat ingevolge regulasie 3(2), en die oorblywende raadslede stel 'n kworum daar, moet die sake van die vergadering voortgaan.
- (b) 'n Raadslid of raadslede wat uit 'n vergadering uit stap of deur die voorsitter uit die vergadering verwyder word ingevolge regulasie 3(2), verbreek die Kode.
- (c) Die voorsitter kan nie 'n vergadering onredelik verdaag of afsluit omdat 'n raadslid of raadslede uitgestap het of verwyder is nie indien daar steeds 'n kworum is vir die vergadering om voort te gaan.

5. Stemming by vergaderings

- (1) 'n Raadslid wat vir 'n voorgestelde resoluë wat voor die vergadering is, stem of daarmee saamstem, wat in stryd is met enige wetgewing wat op plaaslike regering van toepassing is, verbreek die kode.
- (2) 'n Raadslid wat 'n strafregtelike misdryf pleeg ingevolge artikel 173(4) en (5) van die MFB-wet, gelees met die Munisipale Regulasies oor Finansiële Wangedrag Prosedures en Strafregtelike Verrigtinge, 2014, en artikel 174 van die MFB-wet, verbreek die kode.

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6. Voorgeskrewe waarde van geskenke deur raadslid ontvang

- (1) Geskenke wat deur 'n raadslid ontvang word, moet ingevolge item 8(1) skriftelik aan die munisipale bestuurder verklaar word waar–
 - (a) die waarde van 'n geskenk R1 000,00 of 'n hoër bedrag soos van tyd tot tyd deur die Minister bepaal, oorskry; en
 - (b) die waarde van geskenke wat in enige kalenderjaar van 'n enkele bron ontvang is, die drempel van R1 000,00 of die bedrag ingevolge subregulasie (a) deur die Minister bepaal, oorskry.
- (2) 'n Verklaring van geskenke deur 'n raadslid ontvang, moet–
 - (a) 'n beskrywing van die geskenke bevat; en
 - (b) die waarde en bron van sodanige geskenk of geskenke aandui.
- (3) Versuim om 'n geskenk(e) in gevolg sub-regulasie (1) and (2) te verklaar is 'n oortreding van die Kode en moet ondersoek word soos in die Kode en die staande reëls en orders van die raad uiteengesit.
- (4) Geskenke deur 'n raadslid ontvang wat die voorgeskrewe bedrag oorskry, moet in 'n aangewese raad se geskenkregister aangeteken word wat deur die munisipaliteit ontwikkel moet word, wat die volgende moet insluit:
 - (a) volle name, adres en kontaknommer van die persoon of organisasie van wie die geskenk aanvaar is;
 - (b) waarde van die geskenk ontvang of van alle geskenke tot 'n waarde van meer as R1 000,00 of kumulatiewe geskenke van dieselfde persoon of organisasie ontvang oor 'n tydperk van twaalf maande; en
 - (c) die verhouding tussen die raadslid wat die geskenk aanvaar en die persoon of organisasie wat die geskenk voorsien.
- (5) 'n Raadslid wat die geskenk aanvaar, moet ook die persoon of organisasie wat die geskenk voorsien, daarvan bewus maak dat hulle besonderhede in die raad se geskenkregister ingesluit sal word, behoudens die bepalings van die Wet op Beskerming van Persoonlike Inligting, 2013 (Wet No. 4 van 2013).
- (6) 'n Raadslid moet verseker dat enige geskenk wat in die geskenkregister verklaar is, binne tien dae sedert ontvangs daarvan, aangeteken word.

- (7) 'n Raadslid moet verseker dat die besonderhede in die geskenkregister aangeteken waar en korrek is.
- (8) 'n Munisipaliteit moet verseker dat 'n geskenkregister gehou word vir raadslede om hulle belange te verklaar soos in item 8 van die Kode voor voorsiening gemaak.
- (9) Die munisipale raad moet vasstel watter van die finansiële belange openbaar gemaak moet word, met inagneming van die nodigheid vir vertroulikheid en die openbare belang by openbaarmaking.

7. Plig van speaker

- (1) Die speaker moet verseker dat elke raadslid en tradisionele en Khoi-San-leier 'n afskrif van die Kode het en vertrou is met die inhoud van sodanige Kode.
- (2) 'n Raadslid en tradisionele leier of Khoi-San-leier wat 'n afskrif van die Kode ontvang, moet sigself vertrou maak met daardie Kode.

8. Verbrekings van Kode

- (1) Indien 'n raadslid na bewering 'n bepaling van die Kode verbreek het, moet sodanige beweerde verbreking ingevolge item 15 en 16 van die Kode ondersoek word.
- (2) Indien enige beweerde verbrekings van die Kode in 'n komitee van die raad voorgekom het, moet die voorsitter van die komitee binne 7 dae vanaf die beweerde verbreking, die verbreking by die speaker aanmeld vir verdere stappe.

9. Raadslid agterstallig by munisipaliteit vir eiendomsbelasting en diensgelde

- (1) Die munisipale bestuurder moet die raadslid onmiddellik skriftelik inlig wanneer die raadslid by die munisipaliteit agterstallig is vir eiendomsbelasting en diensgelde vir 'n tydperk van langer as twee maande, selfs as die raadslid nuut tot die betrokke munisipale raad verkies is, en vra dat die raadslid die rekening en enige agterstallige gelde onverwyld skik ooreenkomstig die kredietbeheerbeleid van die munisipaliteit.

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- (2) Die munisipale bestuurder moet onmiddellik besonderhede van daardie raadslede wat met meer as drie maande by die munisipaliteit agterstallig is met eiendomsbelasting en diensgeld by die speaker indien.
- (3) 'n Raadslid wat met meer as drie maande by die munisipaliteit agterstallig is vir eiendomsbelasting en diensgelde verbreek die Kode en die speaker moet, by ontvangs van die munisipale bestuurder van die besonderhede in subregulasie (2) beoog, verseker dat die agterstallige bedrag van die raadslid verhaal word.

10. Verslagdoening

- (1) Die speaker moet twee keer 'n jaar 'n verslag stuur oor voldoening aan die Kode aan die LUR vir plaaslike regering binne 30 dae vanaf die begin van Januarie en Julie van 'n kalenderjaar.
- (2) Die LUR vir plaaslike regering moet, binne 30 dae vanaf ontvangs van die verslag in subregulasie (1) bedoel, 'n gekonsolideerde verslag oor die voldoening van munisipaliteite aan die Kode aan die Minister voorlê.
- (3) Die verslae in subregulasies (1) en (2) beoog, moet volgens die sjabloon deur die Departement ontwikkel, saamgestel word.

11. Herroeping van Regulasies

Die Plaaslike Regering: Munisipale Stelselregulasies gepubliseer in Goewermentskennisgewing R459 van 2001, in *Staatskoerant* 22328 van 25 Mei 2001, word hierby herroep.

12. Kort titel en inwerkingtreding

Hierdie Regulasies heet die Regulasies oor Gedragskode vir Raadslede, 2023, en tree in werking by publikasie hiervan.

SATISO SAHULUMENDE

LITIKO LETIKUBUSA NEKUBAMBISANA

No. R.

2023

**HULUMENDE WASEKHAYA: UMTSETFO WETAKHIWO TAMASIPALA, 1998
(UMTSETFO NO. 117 WANGA-1998)**

IMINGOMO YEKUTIPHATSA YENCHUBO YEMAKHANSELA

Mine, Thembi Nkadimeng, Ndvuna Wetekubusa Ngekubambisana Kanye Netendzabuko, ngemuva kwekubonisana nemalunga eMkhandlu loPhetse lobukene nabohulumende basekhaya etifundzeni, futsi nekuhleleka kwabohulumende basekhaya labamele bohulumende basekhaya kuvelonkhe, ngaphansi kwesigaba 92 saHulumende Basekhaya: Tinklaka Tamasipala. UMtsetfo, 1998 (uMtsetfo No. 117 wanga-1998), njengoba kulungisiwe, ngaloku ushicilela iMitsetfonchubo eHlelweni.

THEMBI NKADIMENG, MP

**INDVUNA YELITKO LETEKUBUSA NGEKUBAMBISANA KANYE
NETENDZABUKO**

LUHLELO

Lokuceketfwe

1. Tinchazelo
2. Sicelo
3. Kutiphatsa lokujwayelekile kwemakhansela
4. Kuba khona emihlanganweni
5. Kuvota emihlanganweni
6. Linani lelincunyiwe letipho letitfolwe likhansela
7. Umsebenti wesikhulumi
8. Kwephulwa Kwekhodi
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10. Kubika
11. Kuchitswa kwemitsetfonchubo
12. Tinhloko letifishane kanye nekucaliswa

1. Tinchazelo

Kule Mitsetfonchubo, noma ngiliphi ligama noma sisho lesiniketwe inchazelo eMtsetfweni sinaleyo nchazelo futsi, ngaphandle uma ingciki tsi isho lokuhlukile—

"Umtsetfo" kushiwo Huhulumende Wasekhaya: uMtsetfo Wetinhlaka Tamasipala, 1998 (uMtsetfo No. 117 wanga-1998), njengoba kulungisiwe;

"Kutiphatsa" kusho kutiphatsa kwekukhuluma noma lokungakhulumi, liphimbo, lulwimi lwentimba kanye nekutiphatsa, kanye nendlela yekutiphatsa lehlobene nendlela umuntu atiphatsa ngayo kulabanye;

"Sihlalo" kufaka likhansela—

- (a) lelicokwe njengasomlomo wemkhandlu wamasipala;
- (b) locokwe njenge-meya noma lisekela-meya, noma likhansela lelengamele imihlangano yelikomidi lelisetulu;
- (c) lecokwe njenge-meya lephetse noma lisekela lemeza;
- (d) locokwe njengasihlalo wemkhandlu lomncane welidolobha; noma
- (e) locokwe njengasihlalo welikomidi lelisingulwe ngekwetigaba 79, 79A noma 80 teMtsetfo;

"Likhodi" kushiwo Imingomo Yekutiphatsa Kwemakhansela Eluhlelweni 7 leMtsetfo;

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“ikomidi” lichaza ikomidi leliphhezulu lelisungulwe ngekwesigaba 42 seMtsetfo, noma likomidi lemeya lelisungulwe ngekwesigaba 60 seMtsetfo, noma umkhandlu lomncane wedolobha lelisungulwe ngekwesigaba 61 seMtsetfo, noma likomidi lelisungulwe ngekwetigaba 79, 79A noma 80 teMtsetfo;

“Litiko” kushiwo Litiko Letekubusa Ngekubambisana;

“sipho” sihlanganisa iminikelo lebonakalako, imiklomo, umoya wekungenisa tihambi (njengesidlo sasekuseni, sidlo sasemini noma sakusihlwa), imali, luchaso, emakhomishini nanoma ngiyiphi lenye inzuzo noma kutenelisa lokutfolwa likhansela.

“umhlangano” kuhlanganisa imihlangano leba khona etindlini temkhandlu wamasipala, nanoma ngiyiphi lenye indzawo noma inkundla lebonakalako njengoba kukhonjisiwe eluhlelweni lemhlangano wemkhandlu, futsi kufaka nemihlangano yelikomidi lemkhandlu;

“I-MFMA” ichaza uMtsetfo Wekuphatfwa Kwetimali taMasipala kuHulumende Wasekhaya, wa-2003 (uMtsetfo No. 56 wanga-2003);

“ikota” kushiwo noma ngisiphi sikhatsi kusukela mhlaka 1 Bhimbidwane kuya kumhlaka 31 Indlovulenkulu, noma kusukela mhlaka 1 kuMbasa kuya mhlaka 30 Inhlaba, noma kusukela ngeti-1 kuKholwane kuya ku-30 Inyoni, noma kusukela mhlaka 1 Imphala kuya mhlaka 31 ingongo, emnyakeni wekhalenda;

“ikhoramu” isho sibalo lesisetulu kwemaphesenti langu-50 emalungu emkhandlu wamasipala njengoba kuhlongotwe eMtsetfweni;

“inkundla lebonakalako” kushiwo inkundla lehlobene nelwazi nebuchwepheshe betekuchumana lesetjentiselwa kubita imihlangano; futsi

“Kuphuma” sento sekushiya umhlangano noma kwehluleka kuhlala kulowo mhlango, likhansela noma emakhansela, ngaphandle kwemvume yasihlalo uma kuvotwa kunoma ngiluphi ludzaba, noma ngaphambi kwekuba sihlalo awuhlehlisile umhlangano.

2. Sicelo

LeMitsetfonchubo isebenta kuwo onkhe emakhansela kanye nebaholi bendzabuko noma bemaKhoi-San ngekuya ngeliphuzu lesise-17 leKhodi.

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3. Kutiphatsa lokujwayelekile kwemakhansela

(1) Likhansela kufanele -

- (a) ente imisebenti yesikhundla ngekwetsembeka, nalecacile nangendlela lesobala;
- (b) ngaso sonkhe sikhatsi asebente ngendlela lezuzisa masipala nangendlela yekutsi kwetsembeka nebucotfo bamasipala kungaphatamiseki; futsi
- (c) ngesikhatsi semihlangano yemkhandlu gcine kutiphatsa lokuhle nalokuhlekile, lokuhlanganisa nekulalela imiyalelo wasihlalo.

(2) Uma kutiphatsa kwelikhansela kungalawuleki, lokuhlanganisa uma lelo khansela lihlasele noma lisabisa ngekhushaya sikhulu noma lelinye likhansela nanoma ngimuphi lomunye umuntu lokhona emhlanganweni -

- (a) Sihlalo kufanele ayalele likhansela kutsi liphume ngekhushesha emhlanganweni; futsi
- (b) uma likhansela lehluleka kutfobela umyalelo, licele sisebenti semtsetfo lesicashwe ngumasipala kutsi sikhuphe likhansela emhlanganweni.

(3) Uma likhansela latiwa noma libonakala lisebentisana nelicembu lemalunga emphakatsi noma basebenti bamasipala kuba lihlanganyele emibhikishweni lelineludlame noma lutfutfuva letebasebenti letimelene namasipala -

- (a) lelo khansela kumele licondziswe tigwegwe ngumkhandlu wamasipala ngekwephula iKhodi; futsi
- (b) emacala ebugebengu kumele abekwe ePhikweni Lwetemaphoyisa aseNingizimu Afrika futsi noma ngikuphi kulahlekelwa noma umonakalo lodalwe ngumasipala ngenca yalowo mbhikisho noma siteleka kufanele utfolakale ekhanseleni futsi angeke asulwe.

4. Kuba khona emhlanganweni

- (1) Umkhandlu wamasipala kumele ubite umhlangano lojwayelekile wekuchutjwa kwelibhizinisi lokungenani kanye njalo ngekota,
- (2) Sicelo selikhansela sekuphumula lesihlongotwe eluphuzwini lesi-4 (a) leKhodi angeke salelwe ngalokungakafaneli.

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- (3) Likhansela leliphila nekukhubateka kumele likwati kufinyelela nekwekwa ngalokwanele kumasipala kute kucinisekise kutsi lelo khansela libamba lichaza ngempumelelo etincubeni temkhandlu.
- (4) Umhlangano kufanele ukhokhe ngaphambi kwekuba kucatjangelwe noma nguluphi ludzaba.
- (5) (a) Uma kwenteka ingekho ikhoramu yemhlangano, umhlangano lohleliwe ungamiswa sikhatsi lesisetulu kwemizuzu lengu-20, noma njengoba kuniketiwe emitsetfweni lemisiwe nemiyalelo yemhlangano yemkhandlu wamasipala lotsintsekako;
- (b) Uma ekupheleni kwemizuzu lengu-20 leshiwo endzimeni (a) ingekho ikhoramu, sihlalo angawumisa umhlangano ngaleminye imizuzu lengu-20, noma njengoba kuniketiwe emitsetfweni lemisiwe nemiyalelo yemhlangano yemkhandlu wamasipala lotsintsekako;
- (c) Uma ngemva kwekuphela kwemizuzu lengu-20 leshiwo endzimeni (b) ingasekho ikhoramu, sihlalo kufanele awuhlehlisele kulelunye lilanga nesikhatsi.
- (6) (a) Uma likhansela noma emakhansela aphuma noma ayalwa kuba aphume emhlanganweni ngekwemtsetfonchubo 3(2), bese kutsi incenye lesele yemakhansela ihlanganise ikhoramu, umsebenzi wemhlangano kumele uchubeke.
- (b) Likhansela noma emakhansela laphuma emhlanganweni noma likhishwa ngusihlalo emhlanganweni ngekwemtsetfonchubo wesi-3(2) lephula iKhodi.
- (c) Sihlalo angeke ahlehlise noma avale umhlangano ngalokungakafaneli ngenca yekuphuma noma kususwa kwelikhansela noma emakhansela uma kusekhona ikhoramu kute umhlangano uchubeke.

5. Kuvota emihlanganweni

- (1) Likhansela lelivotela noma lelivumelana nesincumo lesihlongotwako lesiphambi kwemhlangano, lesingcubutana nanoma ngimuphi umtsetfo losebenta kuhulumende wasekhaya, lephula iKhodi.

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- (2) Likhansela lelenta licala lebugebengu ngekwesigaba 173(4) na (5) se-MFMA, sifundwa neMitsetfonchubo yaMasipala Yetinchubo Tekungatiphatsi Kahle Etimalini kanye Nekutsetfwa Kwemacala Ebugebengu, 2014 kanye nesigaba 174 se-MFMA, lephula YeKhodi.

6. Linani lelincunyiwe letipho letitfolwe likhansela

- (1) Tipho letitfolwe likhansela kumele tibhalwe phansi kumphatsi wamasipala ngekweliphuzu lesi-8(1) leKhodi lapho –
- (a) Linani lesipho lidlula R1 000.00 noma linani lelingetulu kwaloko lelingancunywa nguNdvuna ngetikhatsi letitsile; futsi
- (b) Linani letipho letitfolwe endzaweni leyodwa kunoma ngimuphi umnyaka wekhalenda lengca umkhawulo wa-R1 000.00 noma linani lelincunyiwe nguNdvuna ngekwemtsetfonchubo longaphansi(a).
- (2) Simemetelo setipho letitfolwe likhansela kufanele–
- (a) ticuketse inchazelo yetipho, futsi
- (b) akhombise linani kanye nemtfombo waleso sipho noma tipho.
- (3) Kwehluleka kumemetela tipho ngekwesigatjana semtsetfonchubo (1) na (2) kuwukwephula iKhodi.
- (4) Tipho letitfolwe likhansela ngetulu kwelinani lelincunyiwe kufanele tibhalwe kurejista yetipho yemkhandlu lecokiwe lokumele itfutukiswe ngumasipala, lokumele ihlanganise loku lokulandzelako–
- (a) emagama laphelele, likheli kanye nenombolo yekuchumana yemuntfu noma inhlango lokwamukelwe kuyo sipho;
- (b) linani lesipho lesitfoliwe noma lato tonkhe tipho letitfolwe ngelinani lelikhulu ku-R1,000.00 noma tipho leticociwe letitfolwa kumuntfu lofanayko noma inhlango esikhatsini lesitinyanga letishumi nakubili; futsi
- (c) budlelwano emkhatsini kwelikhansela lelitfoli sipho kanye nemuntfu noma inhlango leniketa lesipho.
- (5) Likhansela lelamukela sipho kufanele lente umuntfu noma inhlango leniketa lesipho sati kutsi imininingwane yabo itofakwa ebhukwini letincwadzi tesipho

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temkhundlu ngekuya ngekuniketa ngeMtsetfo Wekuvikela Lwati Lemuntfu, 2013 (uMtsetfo No. 4 wanga-2013).

- (6) Likhansela kufanele licinisekise kutsi noma ngisiphi kurejista yetipho leticokiwe sicoshwa tingakapheli tinsuku letimashumi tekusebenta sitfolakele.
- (7) Likhansela kufanele licinisekise kutsi imininingwane lebhale kurejista yetipho iliciniso futsi ilungile.
- (8) Masipala kumele ucinisekise kutsi irejista yetipho igcinelwe emakhansela kudzalula tinshisekelo tawo njengoba kuniketiwe ephuzwini lesi-8 leKhodi.
- (9) Umkhandlu wamasipala kumele uncume kutsi ngikuphi lokuhlomula ngetetimali lokufanele kuvetwe emphakatsini ngekubhekelela sidzingo sekugcinwa kwemfihlo kanye netinshisekelo temphakatsi tekudzalulwa.

7. Umsebenti wasomlomo

- (1) Somlomo kumele acinisekise kutsi likhansela ngalinye kanye nemholi wenzabuko noma wemaKhoi-San utfola ikhophi yeKhodi.
- (2) Likhansela noma umholi wenzabuko noma umholi wemaKhoi-San lapho atfola ikhophi yeKhodi, atijwayete neKhodi.

8. Kwephulwa Kwekhodi

- (1) Uma ikhansela kusolwa kutsi lephule umbandzela waleKhodi, loko kusolwa kwekwephula kumele kuphenywe ngekwemibandzela 15 kanye na-16 yeKhodi.
- (2) Uma kukhona tinsolo tekwephulwa kweMtsetfo lokwenteki ekomitini lemkhandlu, sihlalo welikomidi kumele tingakapheli tinsuku letiyi-7 ngemuva kwetinsolo tekwephulwa abike kusomlomo ngekwephulwa kwesincumo kute atsatselwe tinyatselo letengetiwe.

9. Likhansela lelisisile emuva kumasipala ngemanani kanye netindleko tetinsita

- (1) Mphatsi wamasipala kumele yatise likhansela ngekushesha ngekubhala phansi uma likhansela lisalele emuva ngentsela yamasipala kanye netindleko tetinsita sikhatsi lesingetulu kwetinyanga letimbili, noma ngabe likhansela lisandza

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kukhetfwa kuba libe semkhandlwini wamasipala lotsintsekako, futsi licele likhansela kutsi likhokhe i-akhawunti kanye nanoma ngitphi tikweleti letikweletwako ngaphandle kwekubambeleleka lokwengetiwe ngekuhambisana nenchubomgomo yekulawula tikweletu tamasipala.

- (2) Umphatsi wakamasipala kumele ngekushesha iletse imininingwane yalawo makhansela lasalele emuva kumasipala ngetindleko tentsela kanye netindleko tetinsita lesimkhatsini letinyanga letintsatfu kuSomlomo.
- (3) Likhansela lelisilele emuva kumasipala ngemanani kanye netindleko tensita sikhatsi lesingetulu kwetinyanga letintsatfu lephula iKhodi, futsi somlomo kufanele, lapho atfola kumphatsi wamasipala imininingwane lelongotwe kusigatshana semtsetfonchubo (2), acinisekise kutsi imali lekweletwako iyatfolwa ekhanseleni.

10. Kubika

- (1) Somlomo kufanele aletse umbiko kabili ngemnyaka mayelana nekutfojtelwa kweliKhodi kuNdvuna nabohulumende basekhaya, tingakapheli tinsuku letingu-30 kusukela ekucaleni kwaBhimbidwane naKholwane emnyakeni wekhalenda.
- (2) INdvuna yabohulumende basekhaya kufanele, tingakapheli tinsuku letingu-30 awutfolile umbiko lokukhulunywe ngawo esigatjaneni semtsetfonchubo (1), atfumele umbiko lohlanganisiwe mayelana nekulandvelwa kwamasipala neKhodi kuNdvuna.
- (3) Imibiko lelongotwe emitsetfwaneninchubo (1) na (2) kufanele ihambisane nesifanekiso sekubika lesitfutukiswe Litiko.

11. Kuchitswa Kwemitsetfonchubo

Hulumende Wasekhaya: Imitsetfonchubo Yetinhlelo Tamasipala leshicilelwe ngeSatiso Sahulumende R459 sa-2001, *kuGazethi Yahulumende* 22328 yamhlaka 25 ku-Inkhwekhweti 2001, ngaloku iyachitfwa.

12. Tinhloko letifishane kanye nekucaliswa

LeMitsetfonchubo libitwa ngeNdlela Yekutiphatsa Yemakhansela, 2023, futsi icala kusebenta ngelusuku lekushicilelwe ngalo.

7.10

SC10/06/23 REPORT OF THE GRANT-IN-AID AD HOC COMMITTEE – PROPOSED GRANTS FOR 2022/2023
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REPORT FROM THE ACTING DIRECTOR: CORPORATE SERVICES

PURPOSE OF THE REPORT

This report contains the recommendations of the Grant-in-Aid Ad Hoc Committee regarding the awarding of Grants-in-Aid for the 2022/2023 Financial year for consideration by the Municipal Council.

BACKGROUND

The appointed Grant-in-Aid Ad Hoc Committee consist of:

Executive Mayor, Cllr A Tsengwa – Chairperson
Cllr A Marbi - member
Cllr M Willemse
Cllr N Louw
Cllr E Maxim
Cllr W Grootboom
Cllr M Khumelwana

Notices inviting applications for Grants-in-Aid were advertised during April 2023 on the Municipal website and in the local Press.

The said Committee met on 26 June 2023 to discuss and evaluate the applications received.

DISCUSSION

Every application received were duly evaluated by the Committee against the stipulations of the Grant-in-Aid Policy and the attached report contains the proposed award amounts for all qualifying applications.

An amount of R322 715.00 was budgeted for Ad Hoc grants to be awarded to qualifying applicants. See attached report for proposed amounts to be awarded.

The Committee further resolved that the awarding of the remaining funds to deserving organisations be delegated to the Executive Mayor.

RECOMMENDATION OF THE ACTING MUNICIPAL MANAGER

- [a] That the Report of the Grant-in-Aid Ad Hoc Committee – Proposed Grants for 2022/2023, be noted;
- [b] That an amount of **R302 000.00** be awarded to the organisations as indicated in the Report of the Grant-in-Aid Ad Hoc Committee, attached to the Item;

- [c] That a site visit be conducted to the organisations as indicated in the Report of the Grant-In-Aid Ad Hoc Committee; and
- [d] That the Executive Mayor be delegated to award the remaining funds, in the amount of **R22 715.00** of the budgeted amount to deserving organisations before 31 July 2023.

APPENDIX / ADDENDUM

Report of the Grant-in-Aid Ad Hoc Committee 2022/2023.

File Number: 9/1/1/1
Execution: Executive Mayor
Acting Director : Corporate Services
Acting Manager: Administration

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GRANT IN AID APPLICATION DETAILED REPORT 2022/23

NO	ORGANISATIONS	CONTACT DETAILS	Collab No	PURPOSE FOR FUNDING	AMOUNT REQUESTED	AMOUNT PROPOSED BY GIA 2022/23 AD HOC COMM	AMOUNT AWARDED 2021/22	AMOUNT AWARDED 2020/21	Submission of LAST GIA Spend Report	REGISTRATION CERTIFICATE	CONSTITUTION	DETAILED BUDGET	AUDITED FINANCIAL STATEMENTS	Checklist
WELFARE ORGANISATION														
1	KAPD	Herschel Witbooi - 044 3850126	1481943	Programmes designed to create awareness in the different communities to people with and without disabilities, offering emotional and informational support to people living with disabilities as well as their families, develop and transfer life work skills offer educational and recreational activities to persons with disabilities.	50 000,00	10 000,00	15 000,00	N/A	YES	YES	YES	YES	YES	
2	The Living Cornerstone	Gilda Scammell - 044 343 1099 / 084 544 1203	1483437 / 1454969	Provide care for individuals with alzheimer & /Dementia. With accommodation, feeding, bathing, palative care & stimulative activities. Also provide staff training in spcific Alzheimer care	21 045,00	site visit to be conducted	15 000,00	35 000,00	None	YES	YES	YES	NO	
3	Women Empowerment	Rodney Baadjies - 044 382 3027 / 071 402 7153	1482471	Supply & provide social services, fight hunger, eliminate hardship for underprivileged . Core objective to provide & break social boundaries	50 000,00	site visit to be conducted	none	none		YES	NO	NO	YES	
4	National Sea Rescue Institute	Liza Mostert - 021 434 4011 / 082 990 5976	1477243	A charity started by volunteers on call at all hours of the day, all year. With rescue based along the coast on inland dams. The rescue crews anre not paid, nor are the rescues victims charged. To prevent drawing through education, preventative measures and active service. We respond to people and animals in trouble, at a risk of drowning to death; Educating the youth empowering them with the valuable life skills of basic Water Safety education and Hands on CPR with confidence; Lifeguarding by working closely Lifesaving clubs & professional lifeguards.	50 000,00	15 000,00	None	none	YES	YES	YES	YES	YES	
5	MADaboutART	Eastrice Jonas - 044 375 0242 / 074 542 6698	1480638	Support children and young people, especially orphanas & those made vulnerable by AIDS, in actionable decision-making & positive life choices by empowerin them to self-advocate, protect themselves from HIV & contribute to social development in their communities.	9 770,00	10 000,00	none	none	YES	no	YES	YES	YES	
6	Outward Bound	Belinda Rumbbelow - 082 557 6384 / 079 144 2623	1481929	To transform individuals & groups to achieve their best. We equip people with the character, will, values & self-belief to live their lives to the full and to consistently make right choices. The aim is to transform communities through the influence of transformed individuals.	16 500,00	15 000,00	none	none	YES	YES	YES	YES	YES	
7	Ithemba Service Centre	Deborah Gxagxisa - 078 572 3467	1482110	Promote rights os persons for their independence and informed decision making for theoir welfare. To enable the elderly, the disabled and the community to services that will enhance their rights.	15 000,00	7 000,00	7 000,00	none	YES	YES	YES	no	no	
8	Shekinah Signature	Siyabulela David Tembani - 078 323 2330 / 071 095 9130	1484284	Community Development through music in the form of teaching skills. To promote morality and good values in the messages carried in our music.	50 000,00	site visit to be conducted	none	none	YES	YES	YES	YES	no	
9	Yona Yethu Initiative	Nkosinathi Oliver Mabhekane - 078 631 4478	1482722	Empower, capacitate and uplift the youth throughout the Greater Knysna area, especially those that reside in disadvantaged communities that are always confronted by, high rate crime, poverty and that are mostly excluded from Economic opportunities.	1 500 000,00	-	none	none	YES	YES	YES	YES	YES	
10	United Khoisan & Traditional Council	Ashley Wilderman - 076 928 5545	1482326	Establish and administer cultural vilage, to protect community members, leasers of creche nursey pre-school to cultural heritage to the Indiginous people of South Africa. And develop the social and technical skills development.	15 000,00	-	none	none	None	YES	YES	YES	no	
11	Ward 4 Community Garden	Bonke Dyan - 078 755 6057	1483512	Supply veggies to creches, old age homes, households and soup kitchens, but not limited to schools. We create awareness about community gardens and to improve skills in growing & sustaining organic food	50 000,00	-	none	none	None	YES	YES	YES	no	
12	Community Comprehensive	Sivuyile Dayimani - 073 297 5749	1503913	To promote a safe voluntary medical molecusunson. To develop gender based support group. To develop ARV's adhancive clubs to the community.	15 000,00	site visit to be conducted	none	none	None	YES	YES	YES	NO	
13	Akum Community Based Services	Bukiwe Passe - 083 245 9220 / 073 785 76582	1483190	Strive to work for the socio-economic upliftment, like: Home base care nutritional schemes, youth development programmes skills development programmexs palliative care, HIV/ AIDS , TB & health programmes, educational programmes and poverty alleviation & educational tours.	134 000,00	site visit to be conducted	none	none	None	YES	YES	YES	NO	
14	Epilepsy	Lee-Anne Van Den Bergh - 044 382 2155 / 071 299 0267	1482531	Residential care facility, day care program, support/ therapeutic groups for adults and children living with debilitating epilepsy and otherd neurological disabilities. Provide safe & stimulative environment to learn adn socialise while their care givers are at work: Provide workshops; have an organic garden for fresh veggies for the kitchen, to save costs. Run support & theraputic groups in Greater Knysna area; also run various community based projects in the poor communities; etcetera.	50 000,00	15 000,00	15 000,00	10 000,00	YES	YES	YES	YES	YES	
15	Golden Movement	S. Afrika - 079 596 7193 / 082 294 9072	1482113	To alleviate poverty and stress. Focus on needs of the most vulnerable populations. Proving a safe & healthy environment. Maximising services by offering growth through networks, learning platforms and strategic partnerships.	20 000,00	5 000,00	10 000,00	7 500,00	None	YES	YES	YES	YES	
16	Masibonisane OAC	Thandeka Koni - 063 432 9885 / 078 878 6029	1479708	Focus on the needs of older & disabled persons, assist with safe and healthy environment. Render services that cater for the rights of ederly persons & the disabled	10 000,00	5 000,00	5 000,00	none	YES	YES	NO	YES	NO	
					2 056 315,00									

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

29 JUNE 2023

OTHER ORGANISATIONS														
17	PLEDGE NATURE RESERVE TRUST	Helena Gert Jourbaert - 082 773 4118 / 044 382 3330	1482531 1482474	Manage the reserve owned by the Municipality, in compliance with our environmental development plan, ensuring safety & accessibility to all members of the public. Provide an ecological service by filtering run-off water from adjacent properties & roads through the pond, to ensure that water is free of contaminants. Aims are to provide accessible, unique destination for tourists and also to provide outdoor classrooms for learners.	500 000,00	15 000,00	15 000,00	150 000,00	None	YES	YES	YES	YES	
18	Masithandane	Jacqueline Weaver - 082 414 2133 / 044 343 1616	1481988	To work collaboratively in the targeted previously disadvantaged and isolated communities in the peri-urban and rural areas of Sedgefield. To minister into existing needs of the current situation. To prevent new infections and the spread of HIV/AIDS and TB. To promote health welfare and wellness. To provide integrated and holistic services for families where they are needed the most.	50 000,00	15 000,00	15 000,00	10 000,00	?	YES	YES	YES	YES	
19	Galant Foundation	Morney Gelant - 071 382 4855 / 084 220 1622	1482999	Focused on community development programs	12 050,00	-	10 000,00	none	?	YES	YES	YES	NO	
20	Hospice Knysna Sedgefield	Hilay Grey - 082 200 4176 / 044 384 0593	1479638	To serve the community by providing holistic palliative, home-based care and support to patients diagnosed with life threatening illnesses and or disabilities for persons with progressive, incurable or chronic debilitating illnesses. Our holistic care extends to the families prior to and during the bereavement period. We have over 36 years experience working within Knysna and surrounding areas. We offer training to other hospice healthcare professionals, allied health care workers and community members in palliative care practices. 5 star COHSASA accredited.	50 000,00	20 000,00	None	50 000,00	None	YES	YES	YES	YES	
21	Youth for Christ (OPTIONS)	Ghilda Soldaat - 076 961 7718 / 044 382 7474	1482109	We provide support to families/ women in crisis; Counseling; parenting workshops; support groups for teenagers & single mothers. Promote awareness to broaden teen knowledge on pregnancy, HIV, substance abuse; preserve family ties - targeting +/- 100 families a year.	10 000,00	10 000,00	None	-	None	YES	YES	YES	YES	
22	FAMSA	Karin du Plessis - 072 877 0367 / 044 382 5129	1481150	To actively contribute towards the creation of healthy, functional and effective families as the cornerstone of a stable and prosperous society and nation. Providing Counselling, Training volunteer counsellors, on gender based violence, parenting workshops, MEN's programmes, employees assistance programmes and FAMSA support services.	248 094,00	15 000,00	15 000,00	10 000,00	?	YES	YES	YES	YES	
					870 144,00									
SPORT ORGANISATIONS														
23	Young Stars Football Club	Lorenzo Oscar - 071 267 8050 / 079 746 3275	1506991	Promote soccer in the Greater Knysna. Equip all members with the necessary skills to empower the community. Keep them out of the streets.	11 100,00	5 000,00	n/a	n/a	n/a	YES	YES	YES	no	
24	Sedgefield Eagle Stars RFC	Renwill Hardnick - 082 340 8010 / 061 450 9971	1482123	Rugby club promoting social activities and unity in the community discipline and commitment by players.	50 000,00	5 000,00	n/a	n/a	n/a	YES	YES	YES	YES	
25	Young Brothers RFC	Mzwandile Mabalulu - 073 487 1345 / 084 761 2313	1482346	Taking kids out of the streets. To fight the Big drug problem we face in South Africa, we try by all means to make a change by giving them a	15 000,00	5 000,00	n/a	n/a	n/a	no	no	YES	no	
26	Sky Blues Rugby Club and Sky Blues Netball Club	Nkululeko Magwebu - 078 042 4414 / 078 030 4224	1482120	To foster the game of rugby and netball in Knysna focussing on the development of rugby and netball and the junior level. In order for the club to achieve this goal, it is essential to create a family environment we all are welcome.	15 000,00	5 000,00	n/a	n/a	n/a	no	YES	no	no	
27	Voota Football Club	Themba Bosman - 071 150 0471 / 078 840 2453	1482305	Foster & Develop football in the disadvantaged communities of Knysna. Fight drug problems through sport. By luring community youth in schools, through innovative football projects.	45 000,00	5 000,00	n/a	n/a	n/a	YES	YES	YES	no	
28	Greater Knysna Rugby Club	Athenkosi Mtukwana - 064 459 2764 / 073 099 7767	1483878	Taking kids out of the streets, away from taking Drug abuse after school.	20 000,00	-	n/a	n/a	n/a	no	no	no	no	
29	Smuts United FC	Gavin - 063 856 6494 / 076 904 9273	1483531	To help youth out of dangerous substances with sport, keep them away from alcohol and drugs, through soccer /football development.	20 000,00	5 000,00	n/a	n/a	n/a	YES	no	no	no	
30	Winter Roses Netball Club	Carol Williams - 073 870 3444 / 060 998 7012	1482119	Playing netball at a regional level and to develop netball among the youth.	50 000,00	5 000,00	n/a	n/a	n/a	YES	YES	no	no	
31	Knysna Local Football Association	Chris Tyhawana - 081 412 6412 / 079 707 3760	1483661	Promote, advance, administer & co-ordinate football within the Knysna area. Provide youth with organised competition in a safe environment.	200 000,00	15 000,00	n/a	n/a	n/a	YES	YES	no	YES	
32	Red Eagles Football Club	Warren Petersen - 067 188 0136 / 072 161 8341	1482731	To keep the children busy with football and away from alcohol and drug abuse.	35 000,00	5 000,00	n/a	n/a	n/a	no	YES	YES	no	
33	Southern Stars UFC	Patric Bosch - 078 934 6837 / 084 411 3486	1484281	Keeping children away from the streets, keeping them fit, educating them discipline, respect, developing their future through football skills.	150 000,00	5 000,00	n/a	n/a	n/a	YES	YES	YES	no	
34	Lallga Football Club	Mandisi Khebenzane - 081 230 0573 / 071 287 5773	1483863	Assist temp footballers achieve their professional football career. Take kids off the streets through keeping them busy with football, off drugs thus fighting. We assist them academically where they lack, by tutoring.	293 578,84	5 000,00	n/a	n/a	n/a	no	YES	YES	no	
35	BSM Sports Development	Bethwel Mene - 061 757 0429 / 071 150 0471	1482323	Foster & promote sports development & discipline at all levels, within the community of the Greater Knysna. Keep sports active in under privileged schools & communities. Address community development challenges through sport development. Co-ordinate successful youth development programs	43 900,00	-	n/a	n/a	n/a	YES	YES	YES	u	

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36	Green Lovers Rugby Team	Sibongile Mankali - 060 247 7004 / 069 287 4473	1482325	Take children out of the street out of the drugs abuse. We know the high volume of drug abuse in Knysna, that is our focus in Knysna.	15 000,00	5 000,00	n/a	n/a	n/a	no	no	no	no	
37	Future Stars FC	Donns-leigh Jansen - 067 188 0136/ 065 570 8810	1482727	To keep the children away from the streets and from alcohol and drug abuse.	35 000,00	5 000,00	n/a	n/a	n/a	no	YES	no	no	
					998 578,84									
EDUCATIONAL INSTITUTIONS														
38	Rainbow Kids Creche	Elsie Cervati - 064 709 8167 / 081 820 2600	1482360	Provide educate to pre-school children between the ages of 3-5 years on a daily basis. We provide holistic development to learners through an educational program to promote school readiness.	30 000,00	3 000,00	n/a	n/a	n/a	YES	YES	YES	YES	
39	Qalabosha Academy (PTY) LTD	Shaindriaan Bosch - 073 683 6088 / 078 934 6837	1483046	To provide access to children and youth, provide quality enterprenuership & computer education. Provide a culture of development. Establish and implement soci-econoic solutions, creating jobs.	15 000,00	3 000,00	n/a	n/a	n/a	YES	no	YES	no	
40	Maranatha Playschool	Noncedo Nkholi - 063 804 2632 / 078238 3547	1482348	Equip children from my community teaching them independence, Develop them holistically. Provide for them a safe environment & healthy place.	7 500,00	3 000,00	n/a	n/a	n/a	YES	YES	YES	no	
41	Wonderland Educare Centre	Thelma Lulama Mtwa - 078 486 6758 / 073 614 3653	1482116	Develop children in all aspects and to close the gap that is between the advantaged and disadvantaged. Provide physical, intellectual, emotional and social benefit for children between the ages 6 months to 6 years, till graduation. Follow an educational & nutritional programme daily. that involves fun while learning.	20 000,00	3 000,00	n/a	n/a	n/a	YES	YES	YES	YES	
42	Bitou Round Table Creche	Nadia Kampher - 073 041 5106 / 078 875 7823	1482353	Always provide educate to pre-school children between ages 2-7 on a daily basis. To stimulate them physically, socially and emotionally. Follow an educational programme and provide food 3 times a day.	50 000,00	3 000,00	n/a	n/a	n/a	YES	YES	YES	YES	
43	Siyafunda Educare Centre	Ethelina Sedibe - 071 841 0559 / 081 323 7685	1482354	Early childhood development that provide safe environment for the children and stimulate them from birth until they go to big school, and get them ready for big school and build their self-esteem for the future.	10 000,00	3 000,00	n/a	n/a	n/a	YES	YES	YES	YES	
44	Sonstraal Kleuterskool	Daniel Janjies - 061 203 7683 / 084 635 1177	1482299	To help working or grand parents look after their children under a safe environment	10 000,00	3 000,00	n/a	n/a	n/a	no	YES	YES	no	
45	Zanolwazi Pre-School	Nonkululeko Mpotyo - 073 028 7031 / 068 129 5857	1482111	To give the better knowledge through education, the greatest joy is to be educated. The organisation will give the power of success to every child.	10 000,00	3 000,00	n/a	n/a	n/a	YES	YES	YES	no	
46	Concordia Crèche	Irene Kotani - 083 923 2566 / 076 174 0360	1482302	To promote and protect the well-being & dignity of our children, and the rights of the children in accordance with the standards required from us. Providing a good service for them & ensure that children receive quality care opportunities.	10 000,00	3 000,00	n/a	n/a	n/a	YES	YES	YES	YES	
47	Caring Angels	Beryl Claasen - 073 346 1719 / 071 977 9024	1483191	To feed the hungry. To look after the community, especially the children that are disadvantaged and have disabilities.	10 000,00	3 000,00	n/a	n/a	n/a	YES	YES	no	no	
48	Gummy Bears Educare Centre	Mornay Galant - 071 382 4855 / 062 684 8386	1483003	Provide safe learning environment.	20 000,00	3 000,00	n/a	n/a	n/a	YES	YES	YES	no	
49	Best Future Learning	Gertrude Mbombo - 078 346 2376 / 063 219 5823	1482538	Help learners keep up their academic work and also protect them from harmful circumstance like being alone at home after school. The vision is that the children achieve their potential & become independent life long learners & also empowering the students to fulfil their academic and professional passion in life, when they persue their further studies.	10 000,00	3 000,00	n/a	n/a	n/a	YES	YES	no	no	
50	Ethembeni Creche	Agnes Kahla - 076 541 2341 / 065 533 3529	1482803	The main purpose is to maintain welfare for children.	20 000,00	3 000,00	n/a	n/a	n/a	YES	YES	YES	YES	
51	Knysna Educational Trust	Angelina Smith - 079 490 8727 / 044 382 4638	1481741	To provide ECD support to our Municipal sector. Focusing on safety first, by proving feeding schemes and financial support to parents battling to pay fees. Etc	500 000,00	6 500,00	n/a	n/a	n/a	YES	YES	YES	YES	
52	Hildur Stent Crèche	Bettie Terblanche - 078 427 1190 / 081 236 5647	1479669	To provide educate to pre-school children between the age of 4 months and 5 years on a daily basis. To stimulate children physicalaly, socially, emotionally and intellectually through an educational program to promote schoolreadiness.	10 000,00	3 000,00	n/a	n/a	n/a	YES	YES	YES	YES	
53	Entabeni Nursery & Preschool	Bukelwa Petros - 067 333 7853 / 065 812 7488	1483516	To teach & equip young lifes about the adult world, to be confident, independent & responsible adults. develop learner holistics, ensure they have fun while learning.	10 000,00	3 000,00	n/a	n/a	n/a	YES	YES	YES	no	
54	Knysna ECD Forum	Nokwazi Matinise - 073 587 7294 / 063 425 3094	1482259	Maintaining a quality ECD sector & deliver ongoing & quality education. Assist & link ECD practitioners with the nessecary capacity building skills & qualifications. Facilitate economic empowerment & stability at ECD centres.	10 000,00	3 000,00	n/a	n/a	n/a	YES	YES	YES	no	
55	Bethel Day Care Centre	Nokwazi Matinise - 073 587 7291 / 060314 6515	1482300	Our main purpose is to promote a safe and healthy environment for children as we infuse the vision that they are the future of this nature. and to keep them safe while their parents are at work.	7 000,00	3 000,00	n/a	n/a	n/a	YES	YES	YES	no	
56	Lilliput Crèche	Patricia Samuels - 067 747 5215 / 064 418 9227	1482114	To give every child the opportunity to a better educate. To provide better quality for early childhood development.	20 000,00	3 000,00	n/a	n/a	n/a	YES	no	YES	YES	
57	Child Welfare SA	Jacqueline McGregor - 082 561 8027 / 044 382 1178	1479667	Child protection agency. Focuses on services such as: interventions, foster care placements, nadoption procedures, temp safe parents, child & youth care centre 7 affiliated ECDs. Awareness and statutory work to ensure that children and their families benefit from the afore-mentioned services.	55 000,00	6 500,00	n/a	n/a	YES	YES	YES	YES	YES	
58	Bubblegummers Nursery and Pre-school	Susan Baadjies - 073 731 1734/ 079 543 7391	1479695	The main objective of the organisation shall be to protect and promote the interests, well-being, safety and development of children within the context of family and community and to safe-guard the rights of children according to the Children Act, Act 38 of 2005.	10 000,00	3 000,00	n/a	n/a	n/a	YES	YES	YES	YES	

LATE APPLICANTS (RECEIVED
AFTER DEADLINE)

	844 500,00	302 000,00
TOTAL REQUESTS	4 769 537,84	#VALUE!
BUDGETTED Total	322 715,00	
GIA COMM AWARDED TOTAL		
Total remaining	322 715,00	



7.11

SC11/06/23 REPORT ON TENDER 20/2018/19 CONSTRUCTION OF RAFT SALBS, PLATFORMS AND CIVIL ENGINEERING SERVICES IN THE NORTHERN AREAS

REPORT FROM THE DIRECTOR INTEGRATED HUMAN SETTLEMENTS

PURPOSE OF THE REPORT

To obtain the necessary approval from Council to authorize the Municipal Manager to sign the settlement agreement between Knysna Municipality and Denron

BACKGROUND

During 2018 Knysna Municipality embarked on a formal tender for the construction of slabs, platforms and civil engineering services in the Northern Areas of Knysna.

The tender was awarded to Bukho Q Holding JV Zwelo's Construction to the amount of R34 400 556,27 including VAT and contingencies. The contractor between Knysna Municipality and Bukho Q Holding JV Zwelo's Construction was signed on 31 January 2019. The contractor only established site in June 2019 after a lengthy battle to get the Guarantee from the Contractor.

During 2020 the contractor experienced cash flow problems and could not purchase material namely concrete and G7/G5. Due to this, the contractor approached Knysna Municipality to discuss the possibility of entering into a cession with Denron Plant for the hiring of machinery, Denron Quarries and Denron Concrete for the supply of material.

The cession was signed on 24 January 2020 and the first direct payment to Denron was made on certificate no 8 in January 2020 for work completed in January 2020. Payments on the cession continued from certificate no 8 through to certificate no 19 in December 2020. The contractor continued to work until the end of January 2021 with the cessions in place. After January 2021 the contractor moved off site due to payment issues. The contractor over claimed on work completed and the Project Manager (Sintec) decided to reduce the invoice amount based on value created as measured by both the Engineer and the Contractor.

A re-calculation of works was done after March 2021 to determine monies still due for works completed. The outcome of the re-measurement was put in the final certificate no 23. Payment certificate no 23 was never paid to the contractor because the contractor did not submit an invoice to the Municipality due to a disagreement between the Engineer and the Contractor. Payment could happen once an invoice was issued. Due this the contractor still owed Denron money.

Denron now sued Bukho Q Holdings, Zwelo Construction and Knysna Municipality for money owing to them by the contractor. See summons attached.

Several meeting had taken place between Council attorneys and Council officials. On these meetings it was decided to offer a settlement to plaintiff for the money the Municipality still owed to the contractor.

According to the delegated authority the municipal manager only have delegated power to enter into a settlement to the amount of R200 000.00 whilst the amount on the payment certificate is above this value.

It is now required that Council takes a decision for the settlement of the final certificate to the value of R693 372, 56.

RECOMMENDATION THE MUNICIPAL MANAGER

- [a] That Council take note of the report on the summons that were serviced on Council as the third defendant;
- [b] That council approved the settlement offer in the amount of R693 372,56 made to Denron;
- [c] That Council approved that the Municipal Manger signed the final settlement agreement.

APPENDIX / ADDENDUM

- a) Cession with Denron
- b) Combined Summons
- c) Draft letter from Mosdell, Pama & Cox

File Number: 9/1/2/15

Execution: Manager Integrated Human Settlements

H
"poc1"

DEED OF CESSION AND DIRECT PAYMENT AGREEMENT

Entered into by and between

Bukho Q Holdings / Zwelo's Construction JV

(hereinafter referred to as the "cedent")

And

DENRON CONCRETE CC

Reg No: 2002/018162/23

(hereinafter referred to as the "cessionary")

And

Knysna Municipality

(hereinafter referred to as the "council/municipality/local authority")

SW MP
SL TS
SM
H
MB
D.D.
[Signature]

SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

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1. **WHEREAS** the cedent is obliged to supply and deliver material to

KNYSNA MUNICIPALITY

(hereinafter referred to as the "council/municipality/local authority")

in terms of contract number

T20/2018/19

(hereinafter referred to as the "contract")

entered into by and between the cedent and the council/municipality/local authority.

2. **AND WHEREAS** the cedent is desirous that the material be supplied and delivered to it and the cessionary is prepared to supply and deliver the material to the cedent, provided that the cedent cede to the cessionary, the cedent's right, title and interest in and to its claim to payment from the council/municipality/local authority in terms of the contract referred to in paragraph 1 *supra*.

3. **AND WHEREAS** the council/municipality/local authority takes notice of the cession embodied in this agreement and is prepared to agree that it will pay to the cessionary all amounts payable to the cedent pursuant to the contract referred to in paragraph 1 *supra*.

4. NOW THEREFORE IT IS AGREED AS FOLLOWS:

CESSION

5. The cedent hereby cedes, transfers and makes over to the cessionary, its right, title and interest in and to any amount due and owing by the council/municipality/local authority in terms of the contract referred to in paragraph 1 *supra*.

6. It is recorded that the terms of this agreement will be binding on the council/municipality/local authority on the date which the council/municipality/local authority's duly authorised body/person adopts a resolution binding the council to the

SL SW MP FS MB

SPECIAL MUNICIPAL COUNCIL MEETING
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terms of this agreement.

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7. It is recorded that the council/municipality/local authority has resolved to make two payments per month on this contract.

7.1. The cessionary shall be obliged to furnish to the engineer/architect/quantity surveyor (QS), by the 12th of each month and the 25th of each month all invoices pertaining to material supplied to the cedent in the preceding period and any other documentation and/or information so as to enable the engineer/architect/QS to include the aggregate amount of the invoices in a certificate for payment.

8. 8.1 It is recorded that the council/municipality/local authority's liability in terms of this agreement shall be limited to an amount certified for payment by the engineer/architect/QS.

8.2 The obligations of the council/municipality/local authority to the cessionary are confined to the provisions of this agreement and are subject to the rights and obligations of the council/municipality/local authority and cedent in terms of the contract referred to in paragraph 1 *supra*.

8.3 Payment is to be made to the following account :

Denron Concrete CC
First National Bank
Acc: 6237 5157 304
Branch Code : 210514

9. The cession shall remain in force for as long as the cedent is indebted to the cessionary for material supplied and will expire on the date when the debt payable by the cedent to the cessionary has been extinguished.

10. It is recorded that this cession constitutes security for payment of the amount payable by the cedent to the cessionary and shall in no way be regarded as extinguishing the liability of the cedent towards the cessionary.

11. Any payment made by the council/municipality/local authority to the cessionary, shall *pro tanto* reduce the cedent's liability to the cessionary, and shall similarly reduce the council/municipality/local authority's liability to the cedent.

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SPECIAL MUNICIPAL COUNCIL MEETING
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12. It is recorded that the cessionary reserves the right to suspend delivery of material to the cedent in the event where payment of any amounts due by cedent to cessionary are overdue.
13. It is recorded that the cessionary reserves the right not to supply any material to the cedent until such time as this agreement is duly approved by the council/municipality/local authority as envisaged in paragraph 6 *supra*.
14. Ownership in all goods supplied by the cessionary to the cedent shall remain vested in the cessionary until such time as the value of such material has been paid by the council/municipality/local authority in terms of this agreement or by the cedent.
15. The parties acknowledge that any cancellation, variation, withdrawal or amendment of this agreement shall only be valid and effective if reduced to writing and signed by all parties hereto.
16. This agreement constitutes the whole agreement between the parties and no warranties or representations, whether express or implied, not stated herein, shall be binding on the parties.

SL SW . 72 MP MB
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D. D.
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SPECIAL MUNICIPAL COUNCIL MEETING
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SIGNED AT KNYSNA ON THIS THE 22 DAY OF JANUARY 20 20 5

CEDENT

BukhoQ Holdings / Zwelo's Construction JV

Herein represented by

IANDO TYESI

AND

M.P. CHILIZA

In their capacity as

PROJECT MANAGER

Signature: [Signature]

Signature: M.P. Chiliza

As witnesses :

1 [Signature]

Name: STEPHANUS TUMBA SIFISA

2 [Signature]

Name: M. BUNGA

SL SW MP TR SM TI MB

SPECIAL MUNICIPAL COUNCIL MEETING
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SIGNED AT FLETTENBERG BAY ON THIS THE

6

22 DAY OF JANUARY, 20 20

CESSIONARY

Denron Concrete CC

Herein represented by

DENNIS DEBBINSHIRE

In his/her capacity as

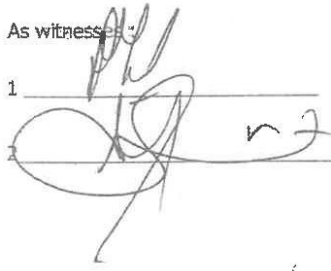
DIRECTOR

Signature:



As witness:

1



Name:

Andrew Zeelie

Name:

RACEY SLABBERT

Handwritten initials and signatures at the bottom of the page:

- SM
- MP
- SW
- SL
- TI
- MB
- Handwritten signature

SPECIAL MUNICIPAL COUNCIL MEETING
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29 JUNE 2023

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SIGNED AT KNYSNA ON THIS THE
24 DAY OF JANUARY 20 20

COUNCIL/MUNICIPALITY/LOCAL AUTHORITY
Knysna Municipality

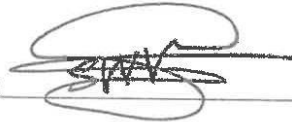
Herein represented by

DR SW VATALA

In his/her capacity as

MM

Signature:



As witnesses :

1 [Signature]

Name: Spandor Mawaza

[Signature]

Name: Sive

[Handwritten notes and signatures]
MP SM
SL SW
MB
D.

DEED OF CESSION AND DIRECT PAYMENT AGREEMENT

Entered into by and between

Bukho Q Holdings / Zwelo's Construction JV

(hereinafter referred to as the "cedent")

And

DENRON PLANT (PTY) LTD

Reg No: 2004/016478/07

(hereinafter referred to as the "cessionary")

And

Krystna Municipality

(hereinafter referred to as the "council/municipality/local authority")

SM TI
SW MP
SL MB

SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

2

1. **WHEREAS** the cedent is obliged to supply and deliver material to

KNYSNA MUNICIPALITY

(hereinafter referred to as the "council/municipality/local authority")

in terms of contract number

T20/2018/19

(hereinafter referred to as the "contract")

entered into by and between the cedent and the council/municipality/local authority.

2. **AND WHEREAS** the cedent is desirous that the material be supplied and delivered to it and the cessionary is prepared to supply and deliver the material to the cedent, provided that the cedent cede to the cessionary, the cedent's right, title and interest in and to its claim to payment from the council/municipality/local authority in terms of the contract referred to in paragraph 1 *supra*.

3. **AND WHEREAS** the council/municipality/local authority takes notice of the cession embodied in this agreement and is prepared to agree that it will pay to the cessionary all amounts payable to the cedent pursuant to the contract referred to in paragraph 1 *supra*.

4. NOW THEREFORE IT IS AGREED AS FOLLOWS:

CESSION

5. The cedent hereby cedes, transfers and makes over to the cessionary, its right, title and interest in and to any amount due and owing by the council/municipality/local authority in terms of the contract referred to in paragraph 1 *supra*.

6. It is recorded that the terms of this agreement will be binding on the council/municipality/local authority on the date which the council/municipality/local authority's duly authorised body/person adopts a resolution binding the council to the

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SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

terms of this agreement.

3

7. It is recorded that the council/municipality/local authority has resolved to make two payments per month on this contract.

7.1. The cessionary shall be obliged to furnish to the engineer/architect/quantity surveyor (QS), by the 12th of each month and the 25th of each month all invoices pertaining to material supplied to the cedent in the preceding period and any other documentation and/or information so as to enable the engineer/architect/QS to include the aggregate amount of the invoices in a certificate for payment.

8. 8.1 It is recorded that the council/municipality/local authority's liability in terms of this agreement shall be limited to an amount certified for payment by the engineer/architect/QS.

8.2 The obligations of the council/municipality/local authority to the cessionary are confined to the provisions of this agreement and are subject to the rights and obligations of the council/municipality/local authority and cedent in terms of the contract referred to in paragraph 1 *supra*.

8.3 Payment is to be made to the following account :

Denron Plant (Pty) Ltd

First National Bank

Acc: 6201 9782 615

Branch Code : 210514

9. The cession shall remain in force for as long as the cedent is indebted to the cessionary for material supplied and will expire on the date when the debt payable by the cedent to the cessionary has been extinguished.

10. It is recorded that this cession constitutes security for payment of the amount payable by the cedent to the cessionary and shall in no way be regarded as extinguishing the liability of the cedent towards the cessionary.

11. Any payment made by the council/municipality/local authority to the cessionary, shall *pro tanto* reduce the cedent's liability to the cessionary, and shall similarly reduce the council/municipality/local authority's liability to the cedent.

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SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

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12. It is recorded that the cessionary reserves the right to suspend delivery of material to the cedent in the event where payment of any amounts due by cedent to cessionary are overdue.
13. It is recorded that the cessionary reserves the right not to supply any material to the cedent until such time as this agreement is duly approved by the council/municipality/local authority as envisaged in paragraph 6 *supra*.
14. Ownership in all goods supplied by the cessionary to the cedent shall remain vested in the cessionary until such time as the value of such material has been paid by the council/municipality/local authority in terms of this agreement or by the cedent.
15. The parties acknowledge that any cancellation, variation, withdrawal or amendment of this agreement shall only be valid and effective if reduced to writing and signed by all parties hereto.
16. This agreement constitutes the whole agreement between the parties and no warranties or representations, whether express or implied, not stated herein, shall be binding on the parties.

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SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

SIGNED AT PLETENBERG BAY ON THIS THE 5
22 DAY OF JANUARY 20 20

CEDENT

BukhoQ Holdings / Zwelo's Construction JV

Herein represented by

TANDO TYESI

AND

M.P. CHILIZA

In their capacity, as

PROJECT MANAGER

Signature :

Signature:

As witnesses :

1

Name:

2

Name:

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SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

SIGNED AT PLETTENBERG BAY ON THIS THE
22 DAY OF JANUARY 20 20

6

CESSIONARY
Denron Plant (Pty) Ltd

Herein represented by

DENNIS OERBYSHIRE

In his/her capacity as

DIRECTOR

Signature:



As witnesses :

1

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Name:

Andrew Zeelw

Name:

TRACY SLABBERT

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SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

"C"
"11POC3"

DEED OF CESSION AND DIRECT PAYMENT AGREEMENT

Entered into by and between

Bukho Q Holdings / Zwelo's Construction JV

(hereinafter referred to as the "cedent")

And

DENRON QUARRIES (PTY) LTD

Reg No: 2006/030929/07

(hereinafter referred to as the "cessionary")

And

Knysna Municipality

(hereinafter referred to as the "council/municipality/local authority")

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SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

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1. **WHEREAS** the cedent is obliged to supply and deliver material to

KNYSNA MUNICIPALITY

(hereinafter referred to as the "council/municipality/local authority")

in terms of contract number

T20/2018/19

(hereinafter referred to as the "contract")

entered into by and between the cedent and the council/municipality/local authority.

2. **AND WHEREAS** the cedent is desirous that the material be supplied and delivered to it and the cessionary is prepared to supply and deliver the material to the cedent, provided that the cedent cede to the cessionary, the cedent's right, title and interest in and to its claim to payment from the council/municipality/local authority in terms of the contract referred to in paragraph 1 *supra*.

3. **AND WHEREAS** the council/municipality/local authority takes notice of the cession embodied in this agreement and is prepared to agree that it will pay to the cessionary all amounts payable to the cedent pursuant to the contract referred to in paragraph 1 *supra*.

4. NOW THEREFORE IT IS AGREED AS FOLLOWS:

CESSION

5. The cedent hereby cedes, transfers and makes over to the cessionary, its right, title and interest in and to any amount due and owing by the council/municipality/local authority in terms of the contract referred to in paragraph 1 *supra*.

6. It is recorded that the terms of this agreement will be binding on the council/municipality/local authority on the date which the council/municipality/local authority's duly authorised body/person adopts a resolution binding the council to the

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SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

terms of this agreement.

3

7. It is recorded that the council/municipality/local authority has resolved to make two payments per month on this contract.

7.1. The cessionary shall be obliged to furnish to the engineer/architect/quantity surveyor (QS), by the 12th of each month and the 25th of each month all invoices pertaining to material supplied to the cedent in the preceding period and any other documentation and/or information so as to enable the engineer/architect/QS to include the aggregate amount of the invoices in a certificate for payment.

8. 8.1 It is recorded that the council/municipality/local authority's liability in terms of this agreement shall be limited to an amount certified for payment by the engineer/architect/QS.

8.2 The obligations of the council/municipality/local authority to the cessionary are confined to the provisions of this agreement and are subject to the rights and obligations of the council/municipality/local authority and cedent in terms of the contract referred to in paragraph 1 *supra*.

8.3 Payment is to be made to the following account :

Denron Quarries(Pty)Ltd
First National Bank
Acc: 6225 0477 471
Branch Code : 210514

9. The cession shall remain in force for as long as the cedent is indebted to the cessionary for material supplied and will expire on the date when the debt payable by the cedent to the cessionary has been extinguished.

10. It is recorded that this cession constitutes security for payment of the amount payable by the cedent to the cessionary and shall in no way be regarded as extinguishing the liability of the cedent towards the cessionary.

11. Any payment made by the council/municipality/local authority to the cessionary, shall *pro tanto* reduce the cedent's liability to the cessionary, and shall similarly reduce the council/municipality/local authority's liability to the cedent.

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SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

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12. It is recorded that the cessionary reserves the right to suspend delivery of material to the cedent in the event where payment of any amounts due by cedent to cessionary are overdue.

13. It is recorded that the cessionary reserves the right not to supply any material to the cedent until such time as this agreement is duly approved by the council/municipality/local authority as envisaged in paragraph 6 *supra*.

14. Ownership in all goods supplied by the cessionary to the cedent shall remain vested in the cessionary until such time as the value of such material has been paid by the council/municipality/local authority in terms of this agreement or by the cedent.

15. The parties acknowledge that any cancellation, variation, withdrawal or amendment of this agreement shall only be valid and effective if reduced to writing and signed by all parties hereto.

16. This agreement constitutes the whole agreement between the parties and no warranties or representations, whether express or implied, not stated herein, shall be binding on the parties.

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SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

SIGNED AT KNYSNA ON THIS THE 5
27 DAY OF JANUARY 20 20

CEDENT

BukhoQ Holdings / Zwelo's Construction JV

Herein represented by

TANDO TYESI

AND

M.P. CHILIZA

In their capacity as

PROJECT MANAGER

Signature: [Signature]

Signature: M.P. Chiliza

As witnesses :

1. [Signature]

Name: Sphesandile Mawaza.

2. [Signature]

Name: GIVE

SL SW

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T.S.

[Handwritten initials and marks]

SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

6

SIGNED AT PLETTENBERG BAY ON THIS THE
22 DAY OF JANUARY 20 20

CESSIONARY.
Denron Quarries (Pty) Ltd

Herein represented by

DELUIS DERBYSHIRE

In his/her capacity as

DIRECTOR

Signature :



As witnesses

1

2

Name:

Name:

Andrew Zeelw

TRACEY ELABBERT

SW MP

SL

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SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

7

SIGNED AT KNYSNA ON THIS THE
24 DAY OF JANUARY 20 20

COUNCIL/MUNICIPALITY/LOCAL AUTHORITY
Knysna Municipality

Herein represented by

DR S.W. VATALA

In his/her capacity as

MM

Signature :

[Signature]

As witnesses :

1 T.S. Sifuba
2 [Signature]

Name: STEPHAN TUBA SIFUBA

Name: Sire

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SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

7

SIGNED AT KNYSNA ON THIS THE
24 DAY OF JANUARY 20 20

COUNCIL/MUNICIPALITY/LOCAL AUTHORITY
Knysna Municipality

Herein represented by

 DR SW VATALA

In his/her capacity as

MUNICIPAL MANAGER

Signature: 

As witnesses :

1 

Name: Susanle Mawaga

2 

Name: Sive

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Q. Q.

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SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

IN THE HIGH COURT OF SOUTH AFRICA

(EASTERN CIRCUIT LOCAL DIVISION – THEMBALETHU)

Proposed re-alignment of existing sewer on Erf 4712, for Knysna Municipality,
6571

No. **KNYSNA MUNICIPALITY** Case No: **1363/2021**

In the matter between:

Project Date: **2021-11-30**

Contract Estimate (excl. VAT)

Contingencies (10% of Estimate)

Variation Orders

DENRON PLANT (PTY) LTD First Plaintiff

Maximum Retention (5%)

DENRON QUARRIES (PTY) LTD Second Plaintiff

Duration

DENRON CONCRETE CC Third Plaintiff

Section

Section 1 Preliminary & General

and

Section 2 Bulk Earthworks

Section 3 Roadworks

Section 4 Water Reticulation

BUKHOQ HOLDINGS (PTY) LTD First Defendant

Section 5 Sewer Reticulation

ZWELIS CONSTRUCTION CC Second Defendant

Section 7 Retaining Structures

KNYSNA MUNICIPALITY Third Defendant

Value of Works

Variation Orders

Retention deduction

Sub Total

Less Previously Cert

Sub Total

To the sheriff or his/her deputy:

Amount Due R -

COMBINED SUMMONS

1. INFORM BUKHOQ HOLDINGS (PTY) LTD (Registration no. 2014/022408/07) a company with limited liability and duly registered in terms of the laws of the Republic of South Africa, with registered address at 177 Cape Road, Port Elizabeth, Eastern Cape Province, (hereinafter called the 1st DEFENDANT),

SPECIAL MUNICIPAL COUNCIL MEETING

AGENDA

29 JUNE 2023

and ZWELO'S CONSTRUCTION CC (Registration no. 2002/069205/23) a close corporation with limited liability and duly incorporated in terms of the Laws of the Republic of South Africa, with registered address at Ward 4 Eluphepheni Location, Phungashe Highflats, Kwazulu Natal Province (hereinafter called the 2nd DEFENDANT) and KNYSNA MUNICIPALITY a local municipality as contemplated in Section 151 of the Constitution of the Republic of South Africa, established in terms of Sections 12 and 14 of the Local Government: Municipal Structures Act, 117 of 1998, an entity capable of being sued, and carrying on business at Clyde Street, Knysna, Western Cape province ("the Municipality") (hereinafter called the 3rd DEFENDANT);

THAT DENRON PLANT (PTY) LTD, (Registration no. 2006/030929/07) a company with limited liability and duly registered in terms of the Laws of South Africa, with main place of business at Bitou Business Park, N2, Plettenberg Bay, Western Cape Province (hereinafter called the 1st PLAINTIFF), and DENRON QUARRIES (PTY) LTD (Registration no. 2006/030929/07), a company with limited liability and duly registered in terms of the Laws of the Republic of South Africa, with main place of business at Bitou Business Park, N2, Plettenberg Bay, Western Cape Province (hereinafter called the 2nd PLAINTIFF) and DENRON CONCRETE CC (Registration no. 2002/018162/23) a close corporation with limited liability and duly incorporated in terms of the Laws of the Republic of South Africa, with main place of business at Bitou Business Park, N2, Plettenberg Bay, Western Cape Province (hereinafter called the 3rd PLAINTIFF) hereby institute action against the Defendant in which action the Plaintiff claims the relief and on the grounds set out in the particulars annexed hereto.

INFORM the Defendants further that if they dispute the claim and wish to defend the action,



SPECIAL MUNICIPAL COUNCIL MEETING
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1.1 they shall within 10 days after service upon them of this summons file with the Registrar of this court at 3055 Sandkraal road, Thembalethu, George, notice of intention to defend and serve a copy thereof on the plaintiff's attorney, which notice shall give an address (not being a post office box or *poste restante*) referred to in rule 19(3) for the service upon the defendants of all notices and documents in the action.

1.2 thereafter, and within TWENTY (20) days after filing and serving notice of intention to defend as aforesaid, file with the Registrar and serve upon the Plaintiff a plea, exception, notice to strike out, with or without a counterclaim.

INFORM the Defendants further that if they fail to file and serve notice as aforesaid, judgment as claimed may be given against them without further notice to them, or if, having filed and served such notice, he fails to plead, except, make application to strike out or counterclaim, judgment may be given against them.

AND IMMEDIATELY THEREAFTER serve on the Defendants a copy of this summons together with the particulars of claim annexed hereto, and return the same to the Registrar with whatsoever you have done thereupon.

DATED at _____ this _____ day of NOVEMBER 2021.


.....
Register of the High Court



SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023



JORDAAN & SMITH ATTORNEYS

Willie Smith

Attorney duly admitted to appear in

terms of of Section 4(2) of Act 62 of 1995

Plaintiff's Attorney

8 High Street

PLETTENBERG BAY

REF: WSmith/Petro/D1136/W07867

e-mail: petro@jordaansmith.co.za

Tel: (044) 533 2140

Fax: (044) 533 1506

c/o JC VAN DER BERG ATTORNEYS

100 York Street, York Mall

1st Floor, Room 103

GEORGE

IN THE HIGH COURT OF SOUTH AFRICA
(EASTERN CIRCUIT LOCAL DIVISION – THEMBALETHU)

COPY

KNYSNA MUNICIPALITY

Case No: 1363/2021

In the matter between:

2021-11-30

LEGAL SERVICES

DENRON PLANT (PTY) LTD

First Plaintiff

DENRON QUARRIES (PTY) LTD

Second Plaintiff

DENRON CONCRETE CC

Third Plaintiff

and



BUKHOQ HOLDINGS (PTY) LTD

First Defendant

ZWELO'S CONSTRUCTION CC

Second Defendant

KNYSNA MUNICIPALITY

Third Defendant

COMBINED SUMMONS

To the sheriff or his/her deputy:

1. INFORM BUKHOQ HOLDINGS (PTY) LTD (Registration no. 2014/022408/07) a company with limited liability and duly registered in terms of the Laws of the Republic of South Africa, with registered address at 177 Cape Road, Port Elizabeth, Eastern Cape Province, (hereinafter called the 1st DEFENDANT),

[Handwritten signature]

SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

and ZWELO'S CONSTRUCTION CC (Registration no. 2002/069205/23) a close corporation with limited liability and duly incorporated in terms of the Laws of the Republic of South Africa, with registered address at Ward 4 Eluphepheni Location, Phungashe Highflats, Kwazulu Natal Province (hereinafter called the 2nd DEFENDANT) and KNYSNA MUNICIPALITY a local municipality as contemplated in Section 151 of the Constitution of the Republic of South Africa, established in terms of Sections 12 and 14 of the Local Government: Municipal Structures Act, 117 of 1998, an entity capable of being sued, and carrying on business at Clyde Street, Knysna, Western Cape province ("the Municipality") (hereinafter called the 3rd DEFENDANT);

THAT DENRON PLANT (PTY) LTD, (Registration no. 2006/030929/07) a company with limited liability and duly registered in terms of the Laws of South Africa, with main place of business at Bitou Business Park, N2, Plettenberg Bay, Western Cape Province (hereinafter called the 1st PLAINTIFF), and DENRON QUARRIES (PTY) LTD (Registration no. 2006/030929/07), a company with limited liability and duly registered in terms of the Laws of the Republic of South Africa, with main place of business at Bitou Business Park, N2, Plettenberg Bay, Western Cape Province (hereinafter called the 2nd PLAINTIFF) and DENRON CONCRETE CC (Registration no. 2002/018162/23) a close corporation with limited liability and duly incorporated in terms of the Laws of the Republic of South Africa, with main place of business at Bitou Business Park, N2, Plettenberg Bay, Western Cape Province (hereinafter called the 3rd PLAINTIFF) hereby institute action against the Defendant in which action the Plaintiff claims the relief and on the grounds set out in the particulars annexed hereto.

INFORM the Defendants further that if they dispute the claim and wish to defend the action,



SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

- 1.1 they shall within 10 days after service upon them of this summons file with the Registrar of this court at 3055 Sandkraal road, Thembaletu, George, notice of intention to defend and serve a copy thereof on the plaintiff's attorney, which notice shall give an address (not being a post office box or *poste restante*) referred to in rule 19(3) for the service upon the defendants of all notices and documents in the action.
- 1.2 thereafter, and within TWENTY (20) days after filing and serving notice of intention to defend as aforesaid, file with the Registrar and serve upon the Plaintiff a plea, exception, notice to strike out, with or without a counterclaim.

INFORM the Defendants further that if they fail to file and serve notice as aforesaid, judgment as claimed may be given against them without further notice to them, or if, having filed and served such notice, he fails to plead, except, make application to strike out or counterclaim, judgment may be given against them.

AND IMMEDIATELY THEREAFTER serve on the Defendants a copy of this summons together with the particulars of claim annexed hereto, and return the same to the Registrar with whatsoever you have done thereupon.

DATED at _____ this _____ day of NOVEMBER 2021.



Register of the High Court







JORDAAN & SMITH ATTORNEYS

Willie Smith

Attorney duly admitted to appear in

terms of of Section 4(2) of Act 62 of 1995

Plaintiff's Attorney

8 High Street

PLETTENBERG BAY

REF: WSmith/Petro/D1136/W07867

e-mail: petro@jordaansmith.co.za

Tel: (044) 533 2140

Fax: (044) 533 1506

c/o JC VAN DER BERG ATTORNEYS

100 York Street, York Mall

1st Floor, Room 103

GEORGE

IN THE HIGH COURT OF SOUTH AFRICA
(EASTERN CIRCUIT LOCAL DIVISION, THEMBALETHU)

WCHC Case No:

In the matter between:-

DENRON PLANT (PTY) LTD	First Plaintiff
DENRON QUARRIES (PTY) LTD	Second Plaintiff
DENRON CONCRETE CC	Third Plaintiff

and

BUKHOQ HOLDINGS (PTY) LTD	First Defendant
ZWELO'S CONSTRUCTION CC	Second Defendant
KNYSNA MUNICIPALITY	Third Defendant

PARTICULARS OF CLAIM

1. The First Plaintiff is **DENRON PLANT (PTY) LTD**, (Registration no. 2006/030929/07)
a company with limited liability and duly registered in terms of the Laws of South



Willie Smith
Jordaan & Smith Attorneys
Tel: 044-533 2140
willie@jordaansmith.co.za

Africa, with main place of business at Bitou Business Park, N2, Plettenberg Bay, Western Cape province.

2. The Second Plaintiff is **DENRON QUARRIES (PTY) LTD** (Registration no. 2006/030929/07), a company with limited liability and duly registered in terms of the Laws of the Republic of South Africa, with main place of business at Bitou Business Park, N2, Plettenberg Bay, Western Cape province.
3. The Third Plaintiff is **DENRON CONCRETE CC** (Registration no. 2002/018162/23) a close corporation with limited liability and duly incorporated in terms of the Laws of the Republic of South Africa, with main place of business at Bitou Business Park, N2, Plettenberg Bay, Western Cape province.
4. The First Defendant is **BUKHOQ HOLDINGS (PTY) LTD** (Registration no. 2014/022408/07) a company with limited liability and duly registered in terms of the Laws of the Republic of South Africa, with registered address at 177 Cape Road, Port Elizabeth, Eastern Cape province.
5. The Second Defendant is **ZWELO'S CONSTRUCTION CC** (Registration no. 2002/069205/23) a close corporation with limited liability and duly incorporated in terms of the Laws of the Republic of South Africa, with registered address at Ward 4 Eluphepheni Location, Phungashe Highflats, Kwazulu Natal province.
6. The Third Defendant is the **KNYSNA MUNICIPALITY** a local municipality as contemplated in Section 151 of the Constitution of the Republic of South Africa,



established in terms of Sections 12 and 14 of the Local Government: Municipal Structures Act, 117 of 1998, an entity capable of being sued, and carrying on business at Clyde Street, Knysna, Western Cape province ("the Municipality").

7. At all relevant times hereto the First and Second Defendants have been operating in partnership / as a joint venture with each other under the name and style of BukhoQ Holdings / Zwelo's Construction JV, 49 Bell Street, Kruisfontein Industrial Area, Uitenhage, Eastern Cape province ("the JV").
8. The above honourable court has the necessary jurisdiction to entertain this matter as:
 - a. the goods sold, supplied and delivered and services rendered as referred to below was affected within the jurisdictional area of this court; and/or
 - b. the oral agreements as referred to below was entered into within the jurisdictional area of this court; and/or
 - c. the cession agreements as referred to below was entered into within the jurisdictional area of this court; and/or
 - d. the tender project between the JV and the Municipality is executed within the jurisdictional area of this court; and/or



- e. the Municipality's principal place of business is situated within the within the jurisdictional area of this court.

Claim 1 – Denron Plant (Pty) Ltd

Goods sold, supplied and delivered and services rendered:

9. During or about the period of July 2019 to January 2021 and in terms of an oral agreement entered into at Plettenberg the First Plaintiff sold, supplied and delivered goods and rendered services to the JV on a cash on delivery ("COD") basis ("the first oral agreement").
10. When entering into the first oral agreement the First Plaintiff was represented by Mr Dennis Derbyshire, its authorised representative and the JV was represented by Mr Joel Hans Philisile, Mr Tando Tyesi and Mr Zuko Ntsangani, its duly authorised representatives.
11. The First Plaintiff claims against the JV payment in the sum of R639 444.27 being in respect of goods sold, supplied and delivered and services rendered by the First Plaintiff to the JV during the period of November 2020 to January 2021 at the JV's special instance and request.
12. The amount of R639 444.27 is due, owing and payable.
13. Notwithstanding demand, *alternatively* the summons serving as demand, the JV refuses and/or fails to pay the amount of R639 444.27 to the First Plaintiff



14. The First Plaintiff is not a registered credit provider in terms of the National Credit Act 34 of 2005 (hereinafter referred to as "the NCA") and neither does it need to be.
15. No charge or fee or interest was agreed between the First Plaintiff and the JV and no fee or interest is claimed and/or levied by the First Plaintiff.
16. The first oral agreement therefore does not fall within the ambit of the definition of a credit agreement as described in Section 8 of the NCA.
17. The JV is not a consumer for the purposes of Section 4(1)(A) of the NCA.
18. It follows that the provisions of Section 129 and 130 of the NCA do not apply herein.

The cession:

19. On or about the 2nd of January 2020 and at Knysna, Western Cape province the First Plaintiff, the JV and the Municipality entered into a written Deed of Cession and Direct Payment agreement ("the first cession agreement").
20. A copy of the first cession agreement is annexed hereto marked "POC1".
21. The relevant express, *alternatively* implied further *alternatively* tacit terms of the first cession agreement were as follows:



- a. The JV ceded and transferred to the First Plaintiff its right, title and interest in and to any payment due and owing by the Municipality to the JV.
 - b. It was recorded that the terms of the first cession agreement would be binding upon the Municipality.
 - c. The Municipality would make 2 (two) payments per month in respect of the first cession agreement.
 - d. The Municipality's liability to the First Plaintiff in terms of the first cession agreement would be limited to an amount certified for payment by the consulting engineers (as defined in the first cession agreement).
22. On or about the 20th August 2021 the consulting engineers issued a certificate to the Municipality certifying that the amount of R639 444.27 was due, owing and payable by the JV to the First Plaintiff.
23. In the premise the Municipality is liable to make payment to the First Plaintiff in the amount of R639 444.27 under the first cession agreement, which payment is currently due, owing and payable.
24. Notwithstanding the payment certificate being issued the Municipality has to date failed and/or refused to make payment in the amount of R639 444.27 in terms of the first cession agreement to the First Plaintiff.
- 

WHEREFORE the First Plaintiff prays for judgment against the First, Second and Third Defendants' jointly and severally as follows:

- a) Payment in the amount of R639 444.27
- b) Interest on the amount of R639 444.27 at the rate of 7% per year as from the date of the payment certificate until date of final payment;
- c) Costs of suit;
- d) Further and/or alternative relief.

Claim 2 – Denron Quarries (Pty) Ltd

Goods sold, supplied and delivered and services rendered:

- 25. During or about the period of July 2019 to January 2021 and in terms of an oral agreement entered into at Plettenberg Bay, the Second Plaintiff sold, supplied and delivered goods and rendered services to the JV on a cash on delivery ("COD") basis ("the second oral agreement").
- 26. When entering into the second oral agreement the Second Plaintiff was represented by Mr Dennis Derbyshire, its authorised representative and the JV was represented by Mr Joel Hans Philisile, Mr Tando Tyesi and Mr Zuko Ntsangani, its duly authorised representative.



27. The Second Plaintiff claims against the JV payment in the sum of R649 415.67 being in respect of goods sold, supplied and delivered and services rendered by the Second Plaintiff to the JV during the period of October 2020 to January 2021 at the JV's special instance and request.
28. The amount of R649 415.67 is due, owing and payable.
29. Notwithstanding demand, *alternatively* the summons serving as demand, the JV refuses and/or fails to pay the amount of R649 415.67 to the Second Plaintiff.
30. The Second Plaintiff is not a registered credit provider in terms of the National Credit Act 34 of 2005 (hereinafter referred to as "the NCA") and neither does it need to be.
31. No charge or fee or interest was agreed between the Second Plaintiff and the JV and no fee or interest is claimed and/or levied by the Second Plaintiff.
32. The second oral agreement therefore does not fall within the ambit of the definition of a credit agreement as described in Section 8 of the NCA.
33. The JV is not a consumer for the purposes of Section 4(1)(A) of the NCA.
34. It follows that the provisions of Section 129 and 130 of the NCA do not apply herein.



The cession:

35. On or about the 2nd of January 2020 and at Knysna, Western Cape province the Second Plaintiff, the JV and the Municipality entered into a written Deed of Cession and Direct Payment agreement ("the second cession agreement").
36. A copy of the second cession agreement is annexed hereto marked "POC2".
37. The relevant express, *alternatively* implied further *alternatively* tacit terms of the second cession agreement were as follows:
 - a. The JV ceded and transferred to the Second Plaintiff its right, title and interest in and to any payment due and owing by the Municipality to the JV
 - b. It was recorded that the terms of the second cession agreement would be binding upon the Municipality.
 - c. The Municipality would make 2 (two) payments per month in respect of the second cession agreement.
 - d. The Municipality's liability to the Second Plaintiff in terms of the second cession agreement would be limited to an amount certified for payment by the consulting engineers (as defined in the second cession agreement).



38. On or about the 20th August 2021 the consulting engineers issued a certificate to the Municipality certifying that the amount of R649 415.67 was due, owing and payable by the JV to the Second Plaintiff.
39. In the premise the Municipality is liable to make payment to the Second Plaintiff in the amount of R649 415.67 under the second cession agreement, which payment is currently due, owing and payable.
40. Notwithstanding the payment certificate being issued the Municipality has to date failed and/or refused to make payment in the amount of R649 415.67 in terms of the second cession agreement to the Second Plaintiff.

WHEREFORE the Second Plaintiff prays for judgment against the First, Second and Third Defendants' jointly and severally as follows:

- a) Payment in the amount of R649 415.67
- b) Interest on the amount of R649 415.67 at the rate of 7% per year as from the date of the payment certificate until date of final payment;
- c) Costs of suit;
- d) Further and/or alternative relief.



Claim 3 – Denron Concrete CC

Goods sold, supplied and delivered and services rendered:

41. During or about the period of July 2019 to January 2021 and in terms of an oral agreement entered into at Plettenberg Bay, the Third Plaintiff sold, supplied and delivered goods and rendered services to the JV on a cash on delivery ("COD") basis ("the third oral agreement").
42. When entering into the third oral agreement the Third Plaintiff was represented by Mr Dennis Derbyshire, its authorised representative and the JV was represented by Mr Joel Hans Philisile, Mr Tando Tyesi and Mr Zuko Ntsangani, its duly authorised representatives.
43. The Third Plaintiff claims against the JV payment in the sum of R91 332.82 being in respect of goods sold, supplied and delivered and services rendered by the Third Plaintiff to the JV during the period of November 2020 to January 2021 at the JV's special instance and request.
44. The amount of R91 332.82 is due, owing and payable.
45. Notwithstanding demand, *alternatively* the summons serving as demand, the JV refuses and/or fails to pay the amount of R91 332.82 to the Third Plaintiff.



- 46. The Third Plaintiff is not a registered credit provider in terms of the National Credit Act 34 of 2005 (hereinafter referred to as "the NCA") and neither does it need to be.
- 47. No charge or fee or interest was agreed between the Third Plaintiff and the JV and no fee or interest is claimed and/or levied by the Third Plaintiff.
- 48. The third oral agreement therefore does not fall within the ambit of the definition of a credit agreement as described in Section 8 of the NCA.
- 49. The JV is not a consumer for the purposes of Section 4(1)(A) of the NCA.
- 50. It follows that the provisions of Section 129 and 130 of the NCA do not apply herein.

The cession:

- 51. On or about the 2nd of January 2020 and at Knysna, Western Cape province the Third Plaintiff, the JV and the Municipality entered into a written Deed of Cession and Direct Payment agreement ("the third cession agreement").
- 52. A copy of the third cession agreement is annexed hereto marked "POC3".
- 53. The relevant express, *alternatively* implied further *alternatively* tacit terms of the third cession agreement were as follows:



- a. The JV ceded and transferred to the Third Plaintiff its right, title and interest in and to any payment due and owing by the Municipality to the JV.
 - b. It was recorded that the terms of the third cession agreement would be binding upon the Municipality.
 - c. The Municipality would make 2 (two) payments per month in respect of the third cession agreement.
 - d. The Municipality's liability to the Third Plaintiff in terms of the third cession agreement would be limited to an amount certified for payment by the consulting engineers (as defined in the third cession agreement).
54. On or about the 20th August 2021 the consulting engineers issued a certificate to the Municipality certifying that the amount of R91 332.82 was due, owing and payable by the JV to the Third Plaintiff.
55. In the premise the Municipality is liable to make payment to the Third Plaintiff in the amount of R91 332.82 under the third cession agreement, which payment is currently due, owing and payable.
56. Notwithstanding the payment certificate being issued the Municipality has to date failed and/or refused to make payment in the amount of R91 332.82 in terms of the third cession agreement to the Third Plaintiff.



WHEREFORE the Third Plaintiff prays for judgment against the First, Second and Third Defendants' jointly and severally as follows:

- a) Payment in the amount of R91 332.82
- b) Interest on the amount of R91 332.82 at the rate of 7% per year as from the date of the payment certificate until date of final payment;
- c) Costs of suit;
- d) Further and/or alternative relief.

DATED at PLETTENBERG BAY on this 12 day of NOVEMBER 2021.



WILLIE SMITH

Attorney duly admitted to appear in terms of
Section 4(2) of Act 62 of 1995

Per:

JORDAAN & SMITH ATTORNEYS

Attorneys for first, second & third Plaintiffs

8 High Street

PLETTENBERG BAY

(Ref: W Smith/D1136/W07867)

c/o JC VAN DER BERG ATTORNEY

SPECIAL MUNICIPAL COUNCIL MEETING
AGENDA
29 JUNE 2023

15

100 York Street, York Mall

First Floor, Room 103

GEORGE

TO: THE REGISTRAR
High Court
THEMBALETHU





Mosdell, Pama & Cox
Attorneys • Notaries • Conveyancers

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Your ref: W Smith/D1136/W07867
Our ref: C Van Wyk/VC1727

29 May 2023

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TO: JORDAAN & SMITH ATTORNEYS
EMAIL ADDRESS: Jordaan&Smith <petro@jordaansmith.co.za>
NUMBER OF PAGES: 2(Including this one)

Dear Mr. Smith,

**RE: DENRON PLANT (PTY) LTD & 2 OTHERS // KNYSNA MUNICIPALITY & 2 OTHERS
(CASE NO: 1363/2021)**

1. We refer to the above-mentioned matter.
2. It is our instructions that our client admits liability in the amount of R693 372.56 only with regards to the amount client is liable to pay over to First to Third Plaintiff herein and in terms of the cession agreements.
3. As per procedure in this matter the contractor (First and Second Defendant) would generate an invoice which would be given to the engineer. The engineer would then do a value assessment and issue a payment certificate. Usually, the invoice and certificate would correspond if the work which was

Mosdell Pama and Cox Knysna Inc (Registration Number: 2016/381402/21)

Directors: Perina Pama, BA LLB LLM • Andrew Cox, BA LLB • Celeste van Wyk LLB • Douglas Henney, B. Proc (Non-Executive Director) **Associates:** Julie Maynard B Com LLB (cum laude) H. Dip (Tax) • Sonja Oelofse LLB • Claire Tabone LLB

Consultants: Cindy Allan, LLB • Clifford Mosdell • Ed Harris, BA LLB • Louis Nel B Juris P.D.L • Werner Smit LLB
Roy Monk B Juris, LLB, PG Dip. Industrial Relations, PG Dip (Maritime law) • Yogesh Pama, B Juris

Candidate Attorneys: Klara Venter LLB • Lunielle Nankoo LLB • Willy Hosana LLB

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invoiced for was done.

4. However, when the last invoice was issued by the contractor and the engineer conducted a value assessment on site, it was determined that our client was only liable to make payment in the amount of R693 372.56 and not for the excessive amount claimed by the contractor.
5. The contractor was then requested to issue an invoice as per the payment certificate issued by the engineer. This caused a massive fallout between the parties and the contractor subsequently refused to issue a correct invoice herein.
6. Consequently it is our instructions that our client tenders the amount of R693 372.56 in full and final settlement of your claims against the Third Defendant. Upon acceptance of same a notice of withdrawal of the claim against the Third Defendant should be filed. Our client is amenable to accepting this withdrawal with each party to pay their own costs.
7. The settlement proposal in paragraph 6 above is made with prejudice considering this is the only liability attributed to our client in terms of the cession agreements. Our client is liable to make payment only where there are still outstanding monies to be paid to the contractor (cedent).
8. Considering the contractor failed to complete the work for which it was appointed, and our client subsequently had to appoint another contractor to do complete same, there is no outstanding monies due to the cedent other than the amount mentioned above. Consequently, since there is no money due to the cedent, there is no further monies due to the cessionary in terms of the cession agreement (other than the above-mentioned amount of R693 372.56).
9. Please advise within 10 days of receiving this settlement offer whether it is accepted or not. Should the settlement proposal be accepted our client must follow its internal procedures and have the settlement proposal approved by council. This could take at least one month. Nevertheless, upon payment of the above-mentioned amount to you, the action should be withdrawn against our client as requested above.
10. We await your response herein.

Yours faithfully,

Mention of
phatshoanehenney
ATTORNEYS-AT-LAW

SPECIAL MUNICIPAL COUNCIL MEETING
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Mosdell Pama & Cox

Per: Celeste Van Wyk

DRAFT

Member of
phatshoanehenneü
Municipality

7.12

SC12/06/23 PROVISION OF NON-FLUSH TOILETS WITHIN GREATER KNYSNA: EXTENSION OF T12/2021/22 AND T3/2020/21
--

REPORT FROM THE DIRECTOR INTEGRATED HUMAN SETTLEMENTS

PURPOSE OF THE REPORT

To request Councils approval for extension of Tender numbers 3/2020/21 and 12/2021/22 (Supply and Delivery of the Chemical Toilets Tender which expire by 30 June 2023).

BACKGROUND

The Municipality went out on a formal Tender for the said supply and delivery of non- flush toilets for a period of three years ending on 30 June 2023. Bidvest's bid succeeded and was dully appointed.

This tender, services of over 4800 informal settlements dwellers within Greater Knysna.

A new tender No 72/ /22/23 for chemical toilets has been prepared , advertised in May 2023 and closed on the 21 June 2023

The following processes need to take place:

The Bid Evaluation Committee
The Bid Adjucation Committee

DISCUSSION

The service is critical for Informal settlements dwellers who do not have access to formal Sanitation services. At preparation of the specification, there was still sufficient time for finalization of the tender process, however other processes were slower thus the current impasse.

An Extension is now required for 3 months to allow for finalization of the current bid.

FINANCIAL IMPLICATIONS :

The costing for the extension of two Months until the tender process be finalized will be an amount of R800.000(Eight hundred thousand rand)

RECOMMENDATION THE MUNICIPAL MANAGER

That Council grants permission for the extension of T12/2021/22 and T3/2020/21 for a period of 3 months.

File Number : 9/1/2/15

Execution : Acting Director : Integrated Human Settlements

8. **CONSIDERATION OF MOTIONS**

None

9. **CONSIDERATION OF QUESTIONS**

None

10. **CONSIDERATION OF MOTIONS OF EXIGENCY**

None

11. **IN COMMITTEE ITEMS**

None

12. **ADJOURNMENT**

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