STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref no.3/4/1/5

2022-08-24

NOTICE OF THE 7TH MEETING OF THE COUNCIL OF STELLENBOSCH MUNICIPALITY WEDNESDAY, 2022-08-24 AT 10:00

TO

The Speaker, Cllr Q Smit [Chairperson]
The Executive Mayor, Ald GMM Van Deventer (Ms)
The Deputy Executive Mayor, Cllr JS Fasser
The Council Whip, Cllr P Crawley (Ms)

COUNCILLORS

RA Adams
J Andrews
Ald JC Anthony
FJ Badenhorst
A Crombie (Ms)
ZJ Dalling (Ms)
MM Danana
I De Taillerfer (Ms)
R Du Toit (Ms)
A Ferns (Ms)
E Groenewald (Ms)
AJ Hanekom
RB Hendrikse (Ms)
P Johnson
J Joon
O Jooste
X Kalipa
N Mananga-Gugushe (Ms)
C Manuel
EP Masimini
NE Mcombring [Ms]
XL Mdemka (Ms)
NM Mkhontwana (Ms)
RS Nalumango [Ms]
ZR Ndalasi
CD Noble
L Nkamisa
M Nkopane [Ms]
N Ntsunguzi (Ms)
N Olayi
WC Petersen [Ms]
RO Pheiffer
WF Pietersen
MG Rataza
JP Serdyn [Ms]
A Tomose [Ms]
RB Van Rooyen
M Van Stade
CA Van Wyk
E Vermeulen
J Williams

Notice is hereby given in terms of Section 29, read with Section 18(2) of the *Local Government: Municipal Structures Act, 117 of 1998*, as amended, that the **7TH MEETING** of the **COUNCIL** of **STELLENBOSCH MUNICIPALITY** will be held via **MS TEAMS** on **WEDNESDAY, 2022-08-24** at **10:00** to consider the items on the Agenda.

SPEAKER
CLLR Q SMIT

A G E N D A

7TH MEETING OF THE COUNCIL

OF STELLENBOSCH MUNICIPALITY

2022-08-24

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1.	**OPENING AND WELCOME**

2.	**MAYORAL ADDRESS**

3.	**COMMUNICATION BY THE SPEAKER**

4.	**COMMUNICATION BY THE MUNICIPAL MANAGER**

5.	**DISCLOSURE OF INTERESTS**

6.	**APPLICATIONS FOR LEAVE OF ABSENCE**

7.	**CONFIRMATION OF THE MINUTES OF THE PREVIOUS MEETING**

7.1	**6TH COUNCIL MEETING: 2022-07-27**

The minutes of the 6th Council Meeting: 2022-07-27 is attached as **APPENDIX 1**.

FOR CONFIRMATION

APPENDIX 1

STELLENBOSCH
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Ref no.3/4/1/5

2022-07-27

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MINUTES

6TH MEETING OF THE

COUNCIL OF STELLENBOSCH MUNICIPALITY

2022-07-27 AT 10:00

M I N U T E S

6TH MEETING OF THE COUNCIL

OF STELLENBOSCH MUNICIPALITY

2022-07-27

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	(SEE PINK DOCUMENTATION)	

MINUTES **6TH MEETING OF THE COUNCIL OF STELLENBOSCH MUNICIPALITY** **2022-07-27**

PRESENT

The Speaker, Cllr Q Smit [Chairperson]
The Executive Mayor, Ald GMM Van Deventer (Ms)
The Deputy Executive Mayor, Cllr JS Fasser

COUNCILLORS

RA Adams
J Andrews
Ald JC Anthony
FJ Badenhorst
PR Crawley (Ms)
A Crombie (Ms)
ZJ Dalling (Ms)
MM Danana
I De Taillerfer (Ms)
R Du Toit (Ms)
A Ferns (Ms)
E Groenewald (Ms)
AJ Hanekom
RB Hendrikse (Ms)
P Johnson
J Joon
O Jooste
X Kalipa
N Mananga-Gugushe (Ms)
C Manuel
EP Masimini
NE Mcombring [Ms]
XL Mdemka (Ms)
NM Mkhontwana (Ms)
ZR Ndalasi
CD Noble
L Nkamisa
M Nkopane [Ms]
N Olayi
WC Petersen [Ms]
RO Pheiffer
WF Pietersen
MG Rataza
JP Serdyn [Ms]
A Tomose [Ms]
RB Van Rooyen
M Van Stade
CA Van Wyk
E Vermeulen
J Williams

****

OFFICIALS

Municipal Manager (Ms G Mettler)
Chief Financial Officer (K Carolus)
Director: Community and Protection Services (G Boshoff)
Director: Corporate Services (Ms A De Beer)
Director: Infrastructure (D Louw)
Director: Planning and Economic Development (A Barnes)
Chief Audit Executive (F Hoosain)
Senior Administration Officer (Ms T Samuels)

****

1.	**OPENING AND WELCOME**

The Speaker welcomed all present at the Special Council meeting.

2.	MAYORAL ADDRESS

"Speaker;

Deputy Mayor;

Chief Whip of the Ruling Party;

Members of the Mayoral Committee;

Municipal Manager and Senior Management;

Members of the public;

Members of the media present;

All protocol observed

Good morning, Goeiemore, Molweni, Assalamu alaikum;

- "Remember that hope is a powerful weapon, even when everything else is lost"
- These are the wise words of our late President Madiba;
- After celebrating Mandela day this month, I thought it is important to start with these wise words;
- Speaker, sometimes it feels like we are ready to throw in the towel and give up, or like this year has been tough;
- However we should never stop focusing on HOPE;
- Hope for the future of our beautiful country and the future of our children.
- Speaker. It's all systems go again after a short recess period that coincided with the school holidays.
- Although things were a bit quieter in and around our towns during this period, the work of the municipality continued unabated to ensure service delivery to all communities.
- Die jaar is op 'n afdraand! Hier sit ons alreeds in Augustus. En al is dit nog maande voor ons by die Somervakansie en Kerstyd uitkom, weet ek dat almal se gedagtes al daar begin dwaal en dat dit die motivering is wat ons almal dryf vir die laaste deel van die jaar.
- Daar is egter nog baie water wat in die spreekwoordelike see moet loop voor dan
- A big congratulations to our national female soccer team Banyana for their win against Morocco on Saturday. You made us and your country proud.

Mandela Day

- Vir ons 67 minute het die munisipaliteit grootliks gefokus op ons vennote wat deel vorm van die Gee Verantwoordelik veldtog. Gee Verantwoordelik is 'n veldtog wat poog om die verhandeling van kontant van ons strate te verminder en te beperk deur koepons te verkoop wat eerder aan hawelose mense gegee kan word. Die koepons kan dan ingegee word vir 'n bed in die nagskuiling of 'n bord kos, waar hawelose mense ook toegang kry tot sosiale en maatskaplike dienste.

- Hierdie veldtog werk! Sedert ons die veldtog met Heartflow geloods het in 2019, is ongeveer 16 000 koepons verkoop.

- Ons vennote sluit in Heartflow, Stellenthombu, Straatlig, Stellenbosch Nagskuiling, Stellenbosch Voedingsaksie en Visit Stellenbosch. As vennote werk ons, asook die Universiteit saam met die organisasies om mense wat in werklike nood verkeer te help.

- Die koepon-stelsel beperk die vloei van kontant op straat, en keer dat dit vir kansvatters winsgewend is om op straat te bedel. Dit stel ons in staat om te fokus op mense wat werklik hulp nodig het.

Woman's Month

- Speaker, in just a few short days, we will start with Woman's Month;

- Woman's day will be celebrated on 09 August 2022;

- August is Women's Month. A month during which we commemorate the role of women in creating a democratic society and celebrate the women in our lives. I would like to salute all women – every grandmother, mother, mother-inlaw, stepmother, aunt, friend, cousin, daughter, and little girl. Over many centuries, the precious value of women has been demonstrated time and time again. Through your courage and strength, we have been carried through many times of crisis.

- Thank you for your contribution to our households, schools, businesses, and governments.

- Alhoewel baie meer vroue vandag in meer prominente en gesaghebbende posisies te sien is, word baie vroue en dogters steeds as minderheidwaardig behandel, aangerand en verkrag.

- Sommige vroue staar elke dag viktimisering en geweld in die gesig en daarom is Vrouemaand uiters relevant in ons moderne tyd. Praat asseblief met u dogters, vriendinne, susters, ma's en oumas oor hulle ervarings en kom ons deel ons stories met mekaar. Ons moet praat hieroor om die euwel van vroue mishandeling aan die lig te bring. Mag u 'n ryklik geseënde Vrouemaand ervaar!

Load Shedding

- While it has taken much too long for concrete action steps to be announced, I welcome President Cyril Ramaphosa's energy plan that was presented to the nation last night. The plan is centered on opening up the electricity sector to Independent Power Producers (IPPs), something that Stellenbosch Municipality has been advocating for, for years.

- We have consistently called for the opening up of the sector to IPPs and private sector investment, as this will stabilise the electricity grid and ensure a competitive energy market that is able to keep the lights on.

- In Stellenbosch, our plans are already well underway to cogenerate electricity, purchase directly from IPPs and invest in alternate energy supplies.

- In January of 2021, council gave the green light for a scientific investigation and feasibility study to be launched, which put us on the map as one of the frontrunners in cogenerating electricity to keep the lights on when load shedding hits.

- This feasibility study will be tabled in council before October 2022.

- In April of this year, we switched on the first sets on solar panels on several municipal properties to ease our reliance on the Eskom grid. We have been actively working to bring as many IPPs as possible on board.

- It is also wonderful to see that there are already approximately 100 private organisations and residents generating roughly 4 MW of electricity through solar panels in our municipal area. Together with the municipal units, the total now exceeds 5MW. Various schools have also responded and are in the process of installing PV panels.

- We will also be following the route of our neighbours in the City of Cape Town to allow commercial and industrial generators to feed as much energy as they can back to the grid. We are tremendously happy that the 100MW limit has been lifted, allowing commercial and industrial generators with the freedom to generate as much electricity as they can.

- Whilst we still have a long way to go, great progress is being made. I want to ensure all residents that any decisions taken around our approach will be open for public participation, will serve before open council, and will be made with their best interests at heart.

- While it seems that load shedding has eased up a bit;

- I want to reiterate that all Municipal owned traffic lights in the Stellenbosch Municipality had been fitted with a UPS system to keep the traffic light working during load shedding;

- These systems are able to keep the lights working for approximately 3 hours;

- We are also in the process of taking over more traffic lights from Province;

- Residents are reminded that traffic lights that are not working or flashing red should be treated as a four-way stop.

- It’s important that we work together to keep our roads safe;

Franschhoek

- Our beautiful town, Franschhoek has made Time Magazine’s prestigious list of ‘Greatest Places in the World’ for 2022.

- This collection includes 50 destinations from around the world that Time’s correspondents and contributors nominated for exploring because of the destination’s offer of “new and exciting experiences.”

- Speaker, it isn't difficult to see where Franschhoek gets its flair - from the majestic mountains surrounding the historic village to an endless array of activities, from internationally acclaimed wine farms to a wide array of local businesses.

- This gem of a town has cemented itself not only as one of South Africa's culinary capitals but also as a must-see for any local and international tourist.

- We are proud that Franschhoek has made this prestigious list and welcome all visitors to our Valley with open arms.

- Their continued support sustains thousands of jobs

CLOSING

- In closing, I would like to quote Tata Madiba again when he said, “As we let our own light shine, we unconsciously give other people permission to do the same”

- Go out in the world and let your light shine brightly;
- So bright that those who needs it the most can believe in hope for tomorrow again;
- Baie dankie, Thank you very much, Enkosi kakhulu."

3.	COMMUNICATION BY THE SPEAKER

- Item 11.3.1 Security of tenure for Stellenbosch Golf Club served at Mayco but is withdrawn from the Council Agenda.
- A Standard Operating Procedure (SOP) was drafted with specific reference to Section 80 Committees and will be circulated to all Councillors. Councillors are requested to read through the document.
- A second (existing) Standard Operating Procedure (SOP) will be distributed to all Councillors regarding the Request for Information (Route Form).
- Congratulations to the following Councillors who celebrated their birthdays:

Cllr P Johnson	-	18 July
Cllr R Hendrikse (Ms)	-	20 July
Cllr C Noble	-	23 July

4.	COMMUNICATION BY THE MUNICIPAL MANAGER

- The Municipal Manager, on behalf of Council, conveyed a special word of gratitude and appreciation to the Director: Infrastructure, Mr D Louw, who is attending his last meeting as Director: Infrastructure for Stellenbosch Municipality, who diligent served this municipality throughout his term. The newly appointed Director: Infrastructure starts on 1 August 2022. Mr Louw is not leaving the service of the municipality but will assist the municipality with the Energy Resilience Programme.
- The municipality is aware of traffic congestion being experienced in town due to much needed infrastructure upgrades in Lower Dorp Street and the closure of the road, which has an impact on traffic. The Municipal Manager requested the public to be patient and bear with the municipality, because these upgrades on the roads are needed to serve the communities to the best of their ability.

5.	DISCLOSURE OF INTERESTS

NONE

6.	APPLICATIONS FOR LEAVE OF ABSENCE

6.1 The following applications for leave of absence were approved in terms of the Rules Of Order By-law of Council:-

None

6.2 ABSENT

Cllr RS Nalumango (Ms) - 27 July 2022
Cllr N Ntsunguzi (Ms) - 27 July 2022

7.	CONFIRMATION OF THE MINUTES OF THE PREVIOUS MEETING

7.1	5TH COUNCIL MEETING: 2022-05-25

The minutes of the 5th Council Meeting: 2022-05-25 was **confirmed as correct without changes.**

7.2	SPECIAL COUNCIL MEETING: 2022-06-22

The minutes of a Special Council Meeting: 2022-06-22 was **confirmed as correct without changes.**

.

8.	STATUTORY MATTERS

8.1	APPROVED TOP LAYER (TL) SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN (SDBIP) 2022/23

Collaborator No: 732510
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 20 July 2022 and 27 July 2022

1. SUBJECT: APPROVED TOP LAYER (TL) SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN (SDBIP) 2022/23

2. PURPOSE

To inform the Council that the Executive Mayor has approved the Top Layer (TL) Service Delivery and Budget Implementation Plan (SDBIP) 2022/23.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

Section 53(1)(c)(ii) of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA) requires the Executive Mayor of a municipality to take all reasonable steps to ensure that the municipality's Service Delivery and Budget Implementation Plan (SDBIP) is approved by the mayor within 28 days after the approval of the budget.

The TL SDBIP 2022/23 was approved by the Executive Mayor on 22 June 2022, which falls within the prescribed 28 days after the approval of the Budget.

The TL SDBIP 2022/23 is herewith submitted to Council for notification.

6TH COUNCIL MEETING: 2022-07-27: ITEM 8.1

RESOLVED (nem con)

(a) that Council **TAKES NOTE** of the approved TL SDBIP 2022/23 attached hereto as **ANNEXURE A**;

(b) that Council **TAKE NOTES** that the approved TL SDBIP 2022/23 has been made public within 10 working days after the approval of the TL SDBIP 2022/23 and duly submitted to the MEC for Local Government in the Province; and

(c) that Council **TAKE NOTES** that the Approved TL SDBIP 2022/23 must be read together with the Fifth Generation Integrated Development Plan (IDP) 2022 – 2027 and that the performance indicators and targets contained in the approved TL SDBIP 2022/23 be considered to have been made in the IDP to ensure accurate technical alignment between the IDP 2022 – 2027 and the TL SDBIP 2022/23.

8.2	OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY-REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: QUARTER 4 (01 APRIL 2022 - 30 JUNE 2022)

Collaborator No: 732804
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 20 July 2022 and 27 July 2022

1. SUBJECT: OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY-REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: QUARTER 4 (01 APRIL 2022 - 30 JUNE 2022)

2. PURPOSE

To submit to Management a report for the period 01 April 2021 - 30 June 2022 on the implementation of Council's Supply Chain Management Policy. The report covers the performance of the various delegated functions and the implementation thereof.

3. FOR DECISION BY MUNICIPAL COUNCIL

Section 6 (3) & 4 of the SCM Policy 2021/2022, determines that the Accounting Officer must within 10 days at the end of each quarter; submit a report on the implementation of the SCM Policy to the Executive Mayor. This report must be made public in accordance with section 21A of the Municipal Systems Act (32 of 2000).

4. EXECUTIVE SUMMARY

On a quarterly basis the Accounting Officer must submit a report on the implementation of the Supply Chain Management Policy to the Executive Mayor. In terms of the SCM Regulations and Council's SCM Policy the SCM unit has been delegated to perform powers and functions that related to the procurement of goods and services, disposal of goods no longer needed, the selection of contractors to aid in the provision of municipal services.

6TH COUNCIL MEETING: 2022-07-27: ITEM 8.2

RESOLVED (nem con)

(a) that Council approves this report and **ANNEXURE A** attached to the report, and

(b) that the report be made public in accordance with section 21A of the Municipal Systems Act.

FOR FURTHER DETAILS CONTACT:

NAME	*Kevin Carolus*
CONTACT NUMBERS	*021 808 8528*
E-MAIL ADDRESS	*Kevin.Carolus@Stellenbosch.gov.za*
DIRECTORATE	*Financial Services*
REPORT DATE	*06 May 2022*

8.3	OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY-REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: ANNUAL IMPLEMENTATION REPORT (01 JULY 2021 - 30 JUNE 2022)

Collaborator No: 732510
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 20 July 2022 and 27 July 2022

1. SUBJECT: OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY-REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: ANNUAL IMPLEMENTATION REPORT (01 JULY 2021 - 30 JUNE 2022)

2. PURPOSE

To submit to Management a report for the period 01 July 2022 - 30 June 2022 on the implementation of Council's Supply Chain Management Policy. The report covers the performance of the various delegated functions and the implementation thereof.

3. FOR DECISION BY MUNICIPAL COUNCIL

Section 6 (2) (i) & 4 of the SCM Policy 2021/2022 determines that the Accounting Officer must within 30 days of the end of each financial year; submit a report on the implementation of the SCM Policy to the Executive Mayor. This report must be made public in accordance with section 21A of the Municipal Systems Act (32 of 2000).

4. EXECUTIVE SUMMARY

Within 30 days of the end of each financial year the Accounting Officer must submit a report on the implementation of the Supply Chain Management Policy to the Executive Mayor. In terms of the SCM Regulations and Council's SCM Policy the SCM unit has been delegated to perform powers and functions that related to the procurement of goods and services, disposal of goods no longer needed, the selection of contractors to provide assistance in the provision of municipal services.

6TH COUNCIL MEETING: 2022-07-27: ITEM 8.3

RESOLVED (nem con)

(a) that Council approves the report and **ANNEXURE A** attached to the report, and

(b) that the report be made public in accordance with section 21A of the Municipal Systems Act.

8.4	MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR JUNE 2022

Collaborator No: 732812
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 20 July 2022 and 27 July 2022

1. SUBJECT: MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR JUNE 2022

2. PURPOSE

To comply with Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy 2021/2022 to report the deviations to Council.

3. DELEGATED AUTHORITY

Council

FOR NOTING.

4. EXECUTIVE SUMMARY

Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy (2021/2022) stipulate that SCM deviations be reported to Council. In compliance thereto, this report presents to Council the SCM deviations that occurred during June 2022.

6TH COUNCIL MEETING: 2022-07-27: ITEM 8.4

NOTED

that Council notes the deviation as listed for the month of June 2022 with the reasons as indicated below:

DEVIATION NUMBER	CONTRACT DATE	NAME OF CONTRACTOR	CONTRACT DESCRIPTION	REASON	SUBSTANTIATION WHY SCM PROCESS COULD NOT BE FOLLOWED	TOTAL CONTRACT PRICE R
D/SM 12/22	24 June 2022	Esri SA (Pty) Ltd	Appointment of Esri south Africa (PTY) ltd for the renewal of annual software maintenance for geographic information system (GIS) licences with training, maintenance and support for a period ending 30 June 2025.	Exceptional case and it is impractical or impossible to follow the official procurement processes.	Esri South Africa (PTY) Ltd is a single/sole provider for the renewal of the Enterprise License agreement for the Geographic Information System (GIS)	R 7 014 445,90 (including VAT) for fixed costs plus an estimated cost of R 1 669 248,00 (including VAT) for support services, totalling R 8 683 693,90 for a period of three years

8.5	MFMA SECTION 52 REPORTING UP TO JUNE 2022

Collaborator No: 732818
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 20 July 2022 and 27 July 2022

1. SUBJECT: MFMA SECTION 52 REPORTING UP TO JUNE 2022

2. PURPOSE

To comply with section 52(d) of the Municipal Finance Management Act and report to Council on the budget; financial and service delivery budget implementation plan by the Municipality for quarter 4 of the 2021/22 financial year.

3. DELEGATED AUTHORITY

THE EXECUTIVE MAYOR TO SUBMIT TO COUNCIL

In terms of section 52 (d) of the Municipal Finance Management Act:
"The mayor of a municipality—
(d) must, within 30 days of the end of each quarter, submit a report to the council on the implementation of the budget as well as the non-financial performance of the municipality;"

4. EXECUTIVE SUMMARY

The Executive Mayor must provide general political guidance over the fiscal and financial affairs of the Municipality and is required by Section 52(d) of the Municipal Finance Management Act to submit a report on the implementation of the budget and the financial and non-financial performance of the Municipality, to the Council within 30 days after end of each quarter.

The Section 52 report is a summary of the budget performance. It compares the implementation of the budget to the commitments made and contained in the Service Delivery and Budget Implementation Plan (SDBIP) and is intended to enable Council to give effect to their oversight responsibility.

This report provides the overall performance of the Municipality for the period 1 July 2021 to 30 June 2022.

6TH COUNCIL MEETING: 2022-07-27: ITEM 8.5

NOTED

the Section 52 Report (including quarterly performance report) – Fourth Quarter.

9.	REPORT BY THE MUNICIPAL MANAGER RE OUTSTANDING RESOLUTIONS

No report submitted as outstanding resolutions serves at Section 80 Committees.

10.	ITEMS FOR NOTING

10.1	REPORT/S BY THE EXECUTIVE MAYOR

10.1.1	REPORT ON THE DECISIONS TAKEN BY THE EXECUTIVE MAYOR ON MATTERS RESOLVED UNDER AUTHORITY DELEGATED TO THE EXECUTIVE MAYOR IN CONSULTATION WITH THE MAYORAL COMMITTEE [APRIL 2022 – JUNE 2022]

Collaborator No:

IDP KPA Ref No: **Good Governance**

Meeting Date: **27 July 2022**

1. SUBJECT: REPORT ON THE DECISIONS TAKEN BY THE EXECUTIVE MAYOR ON MATTERS RESOLVED UNDER AUTHORITY DELEGATED TO THE EXECUTIVE MAYOR IN CONSULTATION WITH THE MAYORAL COMMITTEE [APRIL 2022 – JUNE 2022]

2. PURPOSE

To inform Council of the decisions taken by the Executive Mayor on matters resolved under the authority delegated to the Executive Mayor, in consultation with the Mayoral Committee, for meetings from April 2022 to June 2022 **(**see **APPENDIX 1)**.

3. DELEGATED AUTHORITY

As per the delegations from Council and powers vested in the Executive Mayor by legislation. In terms of the Stellenbosch Municipality System of Delegations (2019) EM12 and section 56(5) of the Structures Act, the Executive Mayor must report to Council at such intervals as the latter may determine on decisions taken.

The Executive Mayor is herewith reporting on the decisions taken by the Executive Mayor in consultation the Mayoral Committee.

4. EXECUTIVE SUMMARY

In terms of the Municipal Structures Act 117 of 1998 Section 56 (5) it is stated that:

"An Executive Mayor must report to the municipal council on all decisions taken by the Executive Mayor."

6TH COUNCIL MEETING: 2022-07-27: ITEM 10.1

NOTED

the decisions by the Executive Mayor taken in consultation with the Mayoral Committee meeting from April 2022 until June 2022.

FOR FURTHER DETAILS CONTACT:

NAME	DONOVAN MULLER
POSITION	***MANAGER: COUNCILLOR SUPPORT***
DIRECTORATE	***CORPORATE SERVICES***
CONTACT NUMBERS	***021 8088314***
E-MAIL ADDRESS	***Donovan.Muller@stellenbosch.gov.za***
REPORT DATE	***4 July 2022***

10.1.2	REPORT ON THE DECISIONS TAKEN BY THE EXECUTIVE MAYOR FOR THE QUARTER: APRIL 2022 – JUNE 2022

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **27 July 2022**

1. SUBJECT: REPORT ON THE DECISIONS TAKEN BY THE EXECUTIVE MAYOR FOR THE QUARTER: APRIL 2022 – JUNE 2022

2. PURPOSE

To inform Council of the decisions taken by the Executive Mayor from April 2022 to June 2022 **(**see **APPENDIX 1)**.

3. DELEGATED AUTHORITY

As per the delegations from Council and powers vested in the Executive Mayor by legislation.

For Notification

4. EXECUTIVE SUMMARY

In terms of the Municipal Structures Act 117 of 1998 Section 56 (5) it is stated that:

"An Executive Mayor must report to the municipal council on all decisions taken by the Executive Mayor."

6TH COUNCIL MEETING: 2022-07-27: ITEM 10.1.2

NOTED

the report on the decisions by the Executive taken by the Executive Mayor for the Quarter: April 2022 – June 2022.

FOR FURTHER DETAILS CONTACT:

NAME	DONOVAN MULLER
POSITION	***MANAGER: COUNCILLOR SUPPORT***
DIRECTORATE	***CORPORATE SERVICES***
CONTACT NUMBERS	***021 8088314***
E-MAIL ADDRESS	***Donovan.Muller@stellenbosch.gov.za***
REPORT DATE	***05 July 2022***

10.1.3	REPORT BY THE EXECUTIVE MAYOR ON THE MAYOR – RECTOR FORUM MEETING: 26 MAY 2022

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **July 2022**

1. SUBJECT: REPORT BY THE EXECUTIVE MAYOR ON THE MAYOR – RECTOR FORUM MEETING: 26 MAY 2022

2. PURPOSE

To inform Council of the matters under discussion at the Mayor – Rector Forum meeting held on 26 May 2022.

3. DELEGATED AUTHORITY

FOR INFORMATION

4. EXECUTIVE SUMMARY

The Executive Mayor has since her election reported to the Council on discussions that takes place at the regular meetings of the Mayor – Rector Forum. The meeting was held on 26 May 2022. The minutes is attached as **ANNEXURE A**.

6TH COUNCIL MEETING: 2022-07-27: ITEM 10.1.3

NOTED

the report by the Executive Mayor on the Mayor – Rector Forum Meeting: 26 May 2022.

FOR FURTHER DETAILS CONTACT:

NAME	DONOVAN MULLER
POSITION	***MANAGER: COUNCILLOR SUPPORT***
DIRECTORATE	***CORPORATE SERVICES***
CONTACT NUMBERS	***021 8088314***
E-MAIL ADDRESS	***Donovan.Muller@stellenbosch.gov.za***
REPORT DATE	***13 June 2022***

10.2	**REPORT/S BY THE SPEAKER**

NONE

10.3	**REPORT/S BY THE MUNICIPAL MANAGER**

NONE

11.	**CONSIDERATION OF ITEMS BY THE EXECUTIVE MAYOR: [ALD G VAN DEVENTER (MS)]**

11.1	**PROTECTION SERVICES: (PC: CLLR R BADENHORST)**

NONE

11.2	**YOUTH, SPORTS AND CULTURE: [PC: CLLR R ADAMS]**

NONE

11.3	**CORPORATE SERVICES: (PC: CLLR L NKAMISA)**

11.3.1	**SECURITY OF TENURE FOR STELLENBOSCH GOLF CLUB**

KINDLY NOTE: THIS ITEM SERVED AT AN ADJOURNED MAYCO MEETING ON MONDAY, 25 JULY 2022, BUT WAS REFERRED BACK TO THE ADMINISTRATION FOR AN INFORMATION STATEMENT AND WAS THEREFORE WITHDRAWN FROM THE AGENDA BY THE SPEAKER.

11.3.2	FEEDBACK AFTER PUBLICATION OF INFORMATION STATEMENT: MOUNTAIN BREEZE CARAVAN PARK

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **20 July 2022 & Adjourned Mayco: 25 July 2022 and Council: 2022-07-27**

1. SUBJEC: FEEDBACK AFTER PUBLICATION OF INFORMATION STATEMENT: MOUNTAIN BREEZE CARAVAN PARK

2. PURPOSE

To provide feedback to council in regard to the inputs received on the information statement after it was published for inputs/comments from the public.

3. DELEGATED AUTHORITY

Council must consider the matter.

4. EXECUTIVE SUMMARY

At the Council meeting held on 28 July 2021, Council decided to provide an opportunity for the public to submit written inputs on the most possible future use of the facility, before deciding on a way forward. The public notice requested inputs on/before 3 September 2021. Various written submissions were received. Council resolved on 30 March 2022:

(a) that Council take note of all the proposals received;

(b) that Council identifies Portions 528 and 529C, Stellenbosch as not currently needed for minimum municipal services;

(c) that a call for proposal for development of the facilities for Cycling, hiking groups, an Eco-education and Adventure centre for school groups along with overnight facilities be advertised;

(d) that the existing buildings and infrastructure be use for the above purpose;

(e) that the facility to be leased for a period of 5 years; and

(f) that successful lessee enter into a rental agreement with the municipality and be responsible for the security, maintenance and the payment of all services of the facility.

This decision was subject to section 34 and 35 of the Asset Transfer Regulations published under the MFMA that entailed a further public participation process indicating the specific intent for the land moving forward. The combined municipal valuation for the land is R16,7 million and the current zoning is business, taking into consideration that it is situated in an area surrounded by agricultural use and the airfield. Council must approve the Information statement that will be published to adhere to this legislative provisions. Council approved the Information statement on 25 May 2022, which was subsequently published. Reponses were received from four people – see discussion under 6.2.6 below. Council must consider the inputs and make an in-principle decision on the way forward. Should Council resolve to continue on the road as indicated in March 2022, a supply chain process will follow this in-

principle decision to enable us to award a lease to the person that scores the highest points after which it will be re-submitted to Council for a final decision.

6TH COUNCIL MEETING: 2022-07-27: ITEM 11.3.2

RESOLVED (majority vote with abstentions)

(a) that Council considered the input received on the Information Statement;

(b) that Council confirms the decision to identify Portions 528 and 529C, Stellenbosch as land not needed for municipal services;

(c) that a call for proposal for development of the facilities for Cycling, hiking groups, an Eco-education and Adventure centre for school groups along with overnight facilities be advertised;

(d) that the existing buildings and infrastructure be used for the above purpose;

(e) that the existing facility be leased for a period up to 9 years; and

(f) the successful lessee must enter into a rental agreement with the municipality and be responsible for the security, maintenance and the payment of all services of the facility.

The following Councillors requested that their votes of dissent be minuted:

Cllrs R Hendrikse (Ms); CD Noble and M van Stade.

FOR FURTHER DETAILS CONTACT:

NAME	**Annalene de Beer**
POSITION	***Director***
DIRECTORATE	***Corporate Services***
CONTACT NUMBERS	***021-8088018***
E-MAIL ADDRESS	***Annalene.deBeer@stellenbosch.gov.za***
REPORT DATE	***2022 – 07-11***

11.3.3	PROPERTY MANAGEMENT STRATEGY: PROPERTY REGISTER

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **20 July 2022 & Adjourned Mayco: 25 July 2022 and Council: 2022-07-27**

1. SUBJECT: PROPERTY MANAGEMENT STRATEGY: PROPERTY REGISTER

2. PURPOSE

To report back on the changes that was requested in regard to the property register and the different categories that is registered under the name of the Stellenbosch Municipality to allow Council to make strategic decisions on the future use of the properties.

3. DELEGATED AUTHORITY

The Municipal Manager as the Accounting Officer constituted a committee and delegated such a committee with authority to investigate and submit a report which relates to property register for MAYCO and Council on request of the Executive Mayor.

When decisions are made it will be by Council or where delegations have been approved by the body that is delegated to make such a decision.

4. EXECUTIVE SUMMARY

Council tasked the Municipal Manager on 31 March 2021 to compile a property register and present the register to Council for consideration. The Municipal Manager as the Accounting Officer constituted an inclusive committee of representatives from various departments and delegated such a committee with the task to investigate all the properties, compile a property register and submit a report which contains all the council properties for consideration as a reliable source on decision making processes in dealing with properties within the WCO24. This will identify all council-owned properties and include all such properties on an asset register. This will enable council to develop a property management strategy to determine the future of these properties.

The report served before the Executive Mayor and Mayoral committee on various occasions, the last time was in March 2022.

The report was referred back for refinement in the clustering of the property groups.

The report is now resubmitted with the change in the property categories as follows:

Categories of properties:

1. Strategic properties
   Defined as Buildings and land used for core Municipal Functions/Services
   Including the following:
   1.1 Office space and related buildings (previously under(f))
   1.2 Engineering Service Build Infrastructure (previously under (d))
   1.3 Heritage portfolio (previously under (c)).

2. Properties used for Community Benefit (previously listed (e)).

3. Rural Properties/Agricultural (containing all leases and land not under lease used for agricultural purposes).

4. Non-Core Assets (Land nor required for municipal purposes)
   4.1 Encroachments – outdoor dining
   4.2 Encroachments – gardening
   4.3 Encroachments – parking
   4.4 Leases (long/medium/short term) used for non-agricultural purposes.

5. Other Properties to be considered.

6TH COUNCIL MEETING: 2022-07-27: ITEM 11.3.3

RESOLVED (majority vote with abstentions)

(a) that the new list of categories be approved by Council;

(b) that council identify and classify the properties under strategic properties (as discussed under 6.1.2 as strategic properties needed for municipal services and not to be disposed of (kept) unless specifically dealt with per property in future **(APPENDIX 1)**;

(c) that Corporate Services investigate the possibility of adding this decision on the title deed of these properties;

(d) that the Municipal Manager be requested to investigate how to maintain the heritage portfolio in a sustainable manner and make a proposal to Council;

(e) that the properties identified under Community Benefit be classified as properties to be used for community benefit and retained for that purpose until otherwise determined by Council (**APPENDIX 2**);

(f) that the properties identified as Rural Properties be referred back for further refinement in sub-categories and be brought back to the next Mayco meeting for consideration;

(g) that the properties identified under non-core assets be referred back for further refinement, whilst council note the process approved to deal with encroachments during the June 2022 Council meeting; and

(h) that the properties identified under “other properties be referred back for further discussions and refinement.

11.3.4	EXTENSION OF RENTAL AGREEMENTS: ABSA BUILDING; ECCLESIA BUILDING; REDUCED SPACE IN EIKESTAD MALL

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **20 July 2022**

1. SUBJECT: EXTENSION OF RENTAL AGREEMENTS: ABSA BUILDING; ECCLESIA BUILDING; REDUCED SPACE IN EIKESTAD MALL

2. PURPOSE

To obtain the necessary authorisation to extend the lease agreements with ABSA Bank Ltd, Eikestad Joint Venture and Octofin Commercial (Pty) Ltd regarding office space in the CBD on a month-to-month basis to accommodate the staff currently occupying the space until the NPK building is ready for occupation.

3. DELEGATED AUTHORITY

Council must consider the matter.

4. EXECUTIVE SUMMARY

The staff that needs to work within the CBD cannot all be accommodated in Council owned buildings. There are currently 3 (three) lease agreements in place for office space in Stellenbosch CBD:

ABSA bank building

Ecclesia Building

Stellenbosch Mall (reduced space)

All three lease agreements terminated on 30 June 2022 although the agreement with Octofin was only signed in September 2019 and therefore the agreement exists with them until 30 September 2022. The contracts were entered into after it was advertised in 2019. Subsequently Council purchased the NPK building and the construction on changes and upgrades started in April 2022. The completion period is an estimated 6 months, and we will not be able to occupy the office side of the building before September 2022, if no delays occur. As with all older buildings there are inevitable hidden issues, but the process is closely monitored. The ground floor will take a month or so longer to finish, but the employees earmarked for those areas does not impact hugely on the current rental occupation. It also needs to be noted that we did not take up the additional space rental in the ABSA building.

6TH COUNCIL MEETING: 2022-07-27: ITEM 11.3.4

RESOLVED (majority vote)

(a) that Council approves the extension of the current lease agreements with ABSA Bank Ltd, Eikestad Joint Venture and Octofin Commercial (Pty) Ltd from 1 July 2022 on a month-to-month basis until the NPK building is ready for occupation;

(b) that Council note that even when the NPK building is fully occupied there will still be a need to rent office space for at least the Infrastructure Directorate for which a separate process will be followed; and

(c) that the Municipal Manager be authorised, to allocate the new office space to the department(s) as needed.

11.4	**FINANCIAL SERVICES: (PC: CLLR P JOHNSON)**

11.4.1	**MANAGEMENT OF CONTRACTS OR AGREEMENTS AND CONTRACTOR PERFORMANCE AS AT 01 JANUARY 2022 – 30 JUNE 2022 MFMA S116(2)(d) REPORT**

Collaborator No: **732816**
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **20 July 2022 and 27 July 2022**

1. SUBJECT: MANAGEMENT OF CONTRACTS OR AGREEMENTS AND CONTRACTOR PERFORMANCE AS AT 01 JANUARY 2022 – 30 JUNE 2022 MFMA S116(2)(d) REPORT

2. PURPOSE

To report in accordance with MFMA, Section 116(2)(d) on the management of contracts or agreements and the performance of contractors.

3. DELEGATED AUTHORITY

(FOR DECISION BY MUNICIPAL COUNCIL, EXECUTIVE MAYOR AND MAYORAL COMMITTEE, PORTFOLIO COMMITTEE, EXECUTIVE MANAGEMENT, ETCETERA)

None

4. EXECUTIVE SUMMARY

The report indicates the performance of service providers who were active on contracts secured by means of a competitive bidding process for the period 01 January 2022 to 30 June 2022.

6TH COUNCIL MEETING: 2022-07-27: ITEM 11.4.1

NOTED

the Annual MFMA S116(2)(d) report: Management of contracts or agreements and contractor performance from 01 January 2022 to 30 June 2022.

FOR FURTHER DETAILS CONTACT:

NAME	Kevin Carolus
POSITION	***Chief Financial Officer***
DIRECTORATE	***Financial services***
CONTACT NUMBERS	***021 808 8528***
E-MAIL ADDRESS	***Kevin.carolus@stellenbosch.gov.za***
REPORT DATE	***07 July 2022***

11.5	HUMAN SETTLEMENTS: (PC: CLLR J FASSER)

NONE

11.6	INFRASTRUCTURE SERVICES : (PC : CLLR Z DALLING (MS))

11.6.1	RETURN ITEM: LEASING OF PARKING AREAS (CHECKERS / STELMARK) TO RETAILERS ADJACENT TO THE PARKING AREAS, CONSIDERATION OF COMMENTS RECEIVED

Collaborator No: 732885
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 20 July 2022

1. SUBJECT: RETURN ITEM: LEASING OF PARKING AREAS (CHECKERS/ STELMARK) TO RETAILERS ADJACENT TO THE PARKING AREAS, CONSIDERATION OF COMMENTS RECEIVED

2. PURPOSE

To inform Council of the outcome of the public participation process and to consider the recommendations.

3. DELEGATED AUTHORITY

Municipal Council.

4. EXECUTIVE SUMMARY

The Municipality had previously commenced formulating its parking strategy and had tabled several Council items that details the Municipality's approach to implementing its parking strategy, which includes amongst others the upgrading and developing of council owned parking areas.

Council launched and completed a Municipal Systems Act, Section 78 process to determine the most appropriate method of providing a parking service and for the development of the Eikestad parking area. The Municipality had also previously embarked upon internal parking management models, however on review these were found to be less favorable and not sustainable. The municipality intends to improve on parking management and reviewed alternative parking management models.

The Municipality had tabled Council items, to improve on parking management and had in principle, approved as pilot projects the management of Checkers Parking Complex and the Stelmark Parking Centre by adjacent retail outlet / owners.

As part of the public participation process, an Information Statement was placed on the Municipal Website on the 11 May 2022 and was published in the Eikestad news on the 19 May 2022. A copy is attached as **APPENDIX 2.** One (1) comment in support of the pilot project was received. The comment is attached as **APPENDIX 1.**

6TH COUNCIL MEETING: 2022-07-27: ITEM 11.6.1

RESOLVED (majority vote)

(a) that Council takes note that the information statement was published as part of the public participation process that was followed;

(b) that Council considered the comment received;

(c) that Council approves the leasing of parking areas (Checkers / Stelmark) to retailers / owners adjacent to the parking areas for a period of three years at a rental price to be determined;

(d) that the Municipal Manager be authorised to negotiate a rental with the retailers and report back to Council; and

(e) that the lease agreement, with the relevant parties, be compiled and concluded.

FOR FURTHER DETAILS CONTACT:

NAME	Deon Louw
POSITION	***Director***
DIRECTORATE	***Infrastructure Services***
CONTACT NUMBERS	***021 808 8213***
E-MAIL ADDRESS	***Deon.louw@stellenbosch.gov.za***
REPORT DATE	***14 July 2022***

11.7	PARKS, OPEN SPACES AND ENVIRONMENT: (PC: J JOON)

NONE

11.8	PLANNING :(PC: CLLR C VAN WYK (MS)

11.8.1	TERM OF OFFICE OF THE MEMBERS OF THE STELLENBOSCH MUNICIPAL PLANNING TRIBUNAL (MPT)

Collaborator No: **732759**
IDP KPA Ref No: **Good Governance**
Meeting Date: **20 July 2022 and 27 July 2022**

1. SUBJECT: TERM OF OFFICE OF THE MEMBERS OF THE STELLENBOSCH MUNICIPAL PLANNING TRIBUNAL (MPT)

2. PURPOSE

The term of office for the members of the current MPT will expire on 31 August 2022. The purpose of this report is to present and consider an approach for the next term of office of the MPT.

3. DELEGATED AUTHORITY

3.1 The extension of the term of office of the serving Municipal Planning Tribunal (MPT): **Council** by virtue of Delegation LUP57 for the appointment of the members of the MPT.

3.2 Conducting the process with a recommendation to Council to appoint a new term of office and Municipal Planning Tribunal (MPT) members: **Senior Administrative Officer (MPT)** by virtue of LUP58; LUP59 and LUP 60.

4. EXECUTIVE SUMMARY

A Municipality is compelled to establish an MPT to decide on a category of land use and land development applications. The three-year term of office of the current MPT members that was appointed by Council, will end on 31 August 2022.

Whilst it is possible to extend the term of office of the current membership, there is also a need to ensure that the MPT benefits from new members with the ideal being a healthy mix of new and experienced members so as to secure long-term continuity of experience amongst the membership.

It is thus proposed to extend the term of office of the current MPT members for a limited time period (6 months) in order to run the prescribed recruitment and selection process for the appointment of some new MPT members to serve together with some of the existing experienced members.

6TH COUNCIL MEETING: 2022-07-27: ITEM 11.8.1

RESOLVED (nem con)

(a) that the term of office of the current serving Stellenbosch Municipal Planning Tribunal with the following serving members:

4.1.1 External Members:

(a) Dr. D.J. Du Plessis (Chairperson)
(b) Mrs. C. Havenga (Deputy Chairperson_
(c) Mr. C. Rabie
(d) Dr. R. Pool-Sanvliet
(e) Mr. E. Delport
(f) Mr. J. Knight
(g) Mrs. H. Crooijmans-Lemmer

5.1.2 Internal Members

(a) Mr. M. Williams (Snr. Manager Legal Services)
(b) Mr. A. van der Merwe (Snr. Manager Community Services)
(c) Mr. C. Alexander (Snr. Manager Development Planning)
(d) Mrs. M. Francis (Snr. Manager Infrastructure Planning, Development and Implementation)

BE EXTENDED in terms of Section 73(1)(b) of the Stellenbosch Municipal Planning Bylaw (2015) for a period of six months up to 28 February 2023.

(b) that it **BE NOTED** that the Directorate Planning and Economic Development will commence with the prescribed process to appoint a new term of office of the MPT with an external membership which may consist of existing serving members as well as newly recruited members. The outcome with recommendations of the evaluation panel will be submitted to Council for the appointment of the MPT members.

FOR FURTHER DETAILS CONTACT:

NAME	Stiaan Carstens
POSITION	Senior Manager: Development Management
DIRECTORATE	Planning and Economic Development
CONTACT NUMBERS	021 808 8674
E-MAIL ADDRESS	Stiaan.Carstens@stellenbosch.gov.za
REPORT DATE	June 2022

11.8.2	ADOPTION OF THE POLICY FOR THE NAMING AND RENAMING OF STREETS, PUBLIC PLACES, NATURAL AREAS, ARTEFACTS AND COUNCIL-OWNED BUILDINGS AND FACILITIES

Collaborator No: 732801
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 20 July 2022 and 27 July 2022

1. SUBJECT: ADOPTION OF THE POLICY FOR THE NAMING AND RENAMING OF STREETS, PUBLIC PLACES, NATURAL AREAS, ARTEFACTS AND COUNCIL-OWNED BUILDINGS AND FACILITIES

2. PURPOSE

Provide the Executive Mayor and Council feedback on the outcome of the public participation process and to request Council to adopt the policy on **NAMING AND RENAMING OF STREETS, PUBLIC PLACES, NATURAL AREAS, ARTEFACTS AND COUNCIL-OWNED BUILDINGS AND FACILITIES** for Stellenbosch Municipality.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

The purpose of this Policy is to provide a standard and consistent policy framework dealing with, naming and renaming of streets, public places, natural areas, artefacts and council-owned buildings and facilities and to set out the responsibilities of the relevant parties involved in the process.

For the Municipality to name or rename streets or places and to allocate street numbers, criteria need to be in place to guide how these names or numbers are allocated and approved. This policy will provide the essential criteria and rules required for effective administrative and decision-making procedures in order to guide the various departmental functions relating to street naming, numbering and renaming.

6TH COUNCIL MEETING: 2022-07-27: ITEM 11.8.2

RESOLVED (nem con)

that the policy on **NAMING AND RENAMING OF STREETS, PUBLIC PLACES, NATURAL AREAS, ARTEFACTS AND COUNCIL-OWNED BUILDINGS AND FACILITIES** for Stellenbosch Municipality (WC024) attached as **ANNEXURE 1** be adopted in accordance with Sections 11(3) (a) and (m) of the Local Government Municipal Systems Amendment Act 32 of 20.

FOR FURTHER DETAILS CONTACT:

NAME	Stiaan Carstens
POSITION	Senior Manager: Development Management
DIRECTORATE	Planning and Economic Development
CONTACT NUMBERS	021 808 8674
E-MAIL ADDRESS	Stiaan.Carstens@stellenbosch.gov.za
REPORT DATE	14 July 2022

11.9	LOCAL ECONOMIC DEVELOPMENT AND TOURISM:(PC: CLLR R DE TOIT (MS)

NONE

11.10	RURAL MANAGEMENT: (PC: CLLR J WILLIAMS)

NONE

11.11	MUNICIPAL MANAGER

11.11.1	SIGNED PERFORMANCE AGREEMENTS 2022/23 OF THE MUNICIPAL MANAGER AND MANAGERS DIRECTLY ACCOUNTABLE TO THE MUNICIPAL MANAGER (THE CFO AND DIRECTORS)

Collaborator No: 732512
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 20 July 2022

1. SUBJECT: SIGNED PERFORMANCE AGREEMENTS 2022/23 OF THE MUNICIPAL MANAGER AND MANAGERS DIRECTLY ACCOUNTABLE TO THE MUNICIPAL MANAGER (THE CFO AND DIRECTORS)

2. PURPOSE

To submit to Council, for notification, the following:

(a) The signed Performance Agreements 2022/23 of the Municipal Manager and Managers Directly Accountable to the Municipal Manager (the Chief Financial Officer (CFO) and Directors).

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

According to Section 57(2) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) (MSA) the performance agreement/s must be concluded annually:

"(a) …within one month after the beginning of each financial year of the municipality."

The Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA) further requires that the signed performance agreements be promptly submitted to the Council.

Performance Agreements 2022/23 was developed in consultation with the Municipal Manager and each Director and signed on 22 June 2022.

6TH COUNCIL MEETING: 2022-07-27: ITEM 11.11.1

NOTED

the signed Performance Agreements 2022/23 of the Municipal Manager, the CFO and Directors.

FOR FURTHER DETAILS CONTACT:

NAME	Geraldine Mettler
POSITION	Municipal Manager
DIRECTORATE	Office of the Municipal Manager
CONTACT NUMBERS	021 808 8025
E-MAIL ADDRESS	mm@stellenbosch.gov.za
REPORT DATE	07 July 2022

11.11.2	DECISIONS TAKEN BY DIRECTORATES IN TERMS OF DELEGATED AUTHORITY FROM 1 APRIL 2022 UNTIL 30 JUNE 2022

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **20 July 2022 and 27 July 2022**

1. SUBJECT: DECISIONS TAKEN BY DIRECTORATES IN TERMS OF DELEGATED AUTHORITY FROM 1 APRIL 2022 UNTIL 30 JUNE 2022

2. PURPOSE OF REPORT

To report to Council on the decisions taken by the Municipal Manager and Directors in terms of Council's System of Delegations for the period 1 April 2022 until 30 June 2022, in compliance with Section 63 of the Local Government: Municipal Systems Act read in conjunction with the System of Delegations as approved by Council.

3. DELEGATED AUTHORITY

Municipal Council

4. EXECUTIVE SUMMARY

In view of the legislative stipulations, attached is a summary as **ANNEXURE 1** of decisions taken by each Directorate. The report is for noting purposes.

Please note that these delegations only indicate the delegations exercised as delegated by Council to the various Senior Managers.

6TH COUNCIL MEETING: 2022-07-27: ITEM 11.11.2

NOTED

the decisions taken, for the period1 April 2022 until 30 June 2022, by the following Section 56 Managers:

- Municipal Manager – Ms G Mettler (1 April 2022 – 30 June 2022)
- Chief Financial Officer – Mr K Carolus (1 April 2022 – 30 June 2022)
- Director Infrastructure Services – Act Mr D Louw (1 April 2022 – 30 June 2022)
- Director Planning and Economic Development – Mr A Barnes (1 April 2022 – 30 June 2022)
- Director Corporate Services – Ms A de Beer (1 April 2022 – 30 June 2022)
- Director Community and Protection Services Mr G Boshoff (1 April 2022 – 30 June 2022)

POSITION	Municipal Manager
DIRECTORATE	Office of the Municipal Manager
CONTACT NUMBERS	021 808 8025
E-MAIL ADDRESS	municipal.manager@stellenbosch.gov.za
REPORT DATE	June 2022

11.11.3	TO ATTEND THE 2ND SOUTH AFRICAN – GERMAN PEER LEARNING NETWORK WORKSHOP AND FEDERAL NATIONAL URBAN POLICY CONGRESS, 10 – 16 SEPTEMBER 2022, GERMANY

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **20 July 2022 and 27 July 2022**

1. SUBJECT:TO ATTEND THE 2ND SOUTH AFRICAN – GERMAN PEER LEARNING NETWORK WORKSHOP AND FEDERAL NATIONAL URBAN POLICY CONGRESS, 10 – 16 SEPTEMBER 2022, GERMANY

2. PURPOSE OF REPORT

To obtain Council approval to attend the 2nd South African – German peer learning network workshop and Federal National Urban Policy Congress that will be hosted in Germany from 10 to 16 September 2022 under the theme: ***"Dialogues for Urban Change Programme"***

3. DELEGATED AUTHORITY

In terms of 9.2 of the Cost Containment Policy 2019, only the municipal council in a council meeting can approve the international travel for any official or political bearer.

4. EXECUTIVE SUMMARY

The Senior Manager: Protection Services, Mr Charl Kitching, and the Senior Manager: Asset Management & Systems, Development Services & Project Management Unit (PMU), Ms Myrah Francis, was nominated to participate as the two members of the learning network group that will represent Stellenbosch Municipality. The invitation for the 2nd South African – German peer learning network workshop and Federal National Urban Policy Congress that will be hosted in Germany from 10 to 16 September 2022.

The invitation by the Learning Network, Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ), sponsor's two people from a municipality to attend the German peer learning network workshop and Federal National Urban Policy Congress that will be hosted in Germany from 10 to 16 September 2022.

As in previous network meetings, costs for accommodation, transport (air tickets in economy class, ground transport in Germany), and visa costs will be covered by GIZ. The municipality must take care of any further travel related costs (daily allowances, transport to and from airport, and dinners). See attached as **APPENDIX 1**.

6TH COUNCIL MEETING: 2022-07-27: ITEM 11.11.3

RESOLVED (nem con)

(a) that Council approves the request for attendance of the 2nd South African – German peer learning network workshop and Federal National Urban Policy Congress that will be hosted in Germany from 10 to 16 September 2022; and

(b) that Council approves the daily allowance for the duration of the forum.

12.	**CONSIDERATION OF ITEMS, REPORTS, COMMUNICATIONS, PETITIONS AND APPLICATIONS SUBMITTED VIA THE OFFICE OF THE MUNICIPAL MANAGER**

12.1	**MUNICIPAL PUBLIC ACCOUNTS COMMITTEE (MPAC): [CLLR WF PIETERSEN]**

NONE

13.	**REPORTS BY THE MUNICIPAL MANAGER**

13.1	**RETURN ITEM: DRAFT REVISED STELLENBOSCH MUNICIPALITY RULES OF ORDER BY-LAW: 2022**

Collaborator No:

File number: **1/3/1/20**

IDP KPA Ref No: **Institutional Transformation**

Meeting Date: **27 July 2022**

1. SUBJECT: RETURN ITEM: DRAFT REVISED STELLENBOSCH MUNICIPALITY RULES OF ORDER BY-LAW: 2022

2. PURPOSE

To provide feedback to Council on comments received after the draft revised Stellenbosch Municipality Rules of Order By-law was published for public comment.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

Council approved a Draft Revised Stellenbosch Municipality Rules of order By-Law on 26 April 2022. The document was published for public comment. A copy of the notice is attached as **APPENDIX 3**. We received one comment from the Chief Legal Advisor of Council attached as **APPENDIX 1.** The suggested change has been accommodated in the draft on page 16.

The Draft revised Stellenbosch Municipality Rules of Order By-law is attached as **APPENDIX 2** for final approval and promulgation in the Government Gazette. It will come into operation on the date of promulgation. The delegations as per this by-law has already be taken into consideration when the amended delegations register was approved.

6TH COUNCIL MEETING: 2022-07-27: ITEM 13.1

RESOLVED (nem con)

(a) that Council takes note of the input received and approved the accommodation of the input in the draft document;

(b) that the draft revised Stellenbosch Municipality Rules of Order By-law (**APPENDIX 2)** be approved;

(c) that the Stellenbosch Rules of Order By-Law be promulgated in the Government Gazette.

FOR FURTHER DETAILS CONTACT:

NAME	**ANNALENE DE BEER**
POSITION	***DIRECTOR CORPORATE SERVICES***
DIRECTORATE	***CORPORATE SERVICES***
CONTACT NUMBERS	***021 808 8018***
E-MAIL ADDRESS	***Annalene.deBeer@stellenbosch.gov.za***
REPORT DATE	***19 July 2022***

13.2	ESTABLISHMENT OF WARD COMMITTEES

Collaborator No:
File No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **27 July 2022**

1. SUBJECT: FEEDBACK REPORT: FINAL FEEDBACK ON ESTABLISHMENT OF WARD COMMITTEES AND THE VACANCIES THAT STILL EXIST ON WARD COMMITTEES

2. PURPOSE

To provide Council with a final feedback report on the establishment of ward committees and the vacancies that still exists.

3. DELEGATED AUTHORITY

In terms of section 73 of the Local Government: Municipal Structures Act, no 117 of 1998 and Regulations, ward committees must be established for each ward within the municipal area within 120 days after the election results announced by the IEC.

The system of delegations of the Stellenbosch Municipality (S6 and S7) designates the Speaker of Stellenbosch municipality to facilitate the establishment of ward committees in line with the provisions and stipulations of the Municipal Structures Act, 117 of 1998 and Council's policy for the establishment of ward committees.

Council approves the establishment of ward committees.

4. EXECUTIVE SUMMARY

At the reconvened Council meeting held on 23 November 2021 the Speaker had been delegated to facilitate the establishment of ward committees in line with the provisions and institutions of the Municipal Structures Act and Council's policy for the establishment of ward committees taking into consideration the Covid-19 protocol as outlined in paragraphs 22(3) and 30(4) of Council's Policy and Procedures for Ward Committees.

At the meeting of 30 March 2022 Council resolved as follows:

(a) that Council notes the establishment of all 23 wards;

(b) that wards 15, 19 and 21 (with 5 or less members) be allowed to have a further round of elections in the geographic blocks as may be needed;

(c) that those wards with six or more members who do not have the full complement of ward committee members be allowed to co-opt members in line with Council Policy and Procedures for Ward Committees;

(d) that the processes in (b) and (c) above be completed by 31 May 2022;

(e) that the Speaker be commissioned to report to Council in this regard within a period of three (3) months.

Subsequent to these resolutions the process for a further round of elections in wards 15 and 19 started during the first week in April 2022. The elections for ward 19 were held on 3 and 4 May while the election for ward 15 was held on 5 May. The ward councillor for ward 21 indicated to the Speaker that he will follow a process of co-option to co-opt three more members for a total of eight members.

Attached herewith as **APPENDIX 1** are the results of the nominated Sectors and/or Geographic representatives per ward. The co-opted and elected members (2nd round elections for wards 15 and 19) of the different wards are indicated in italics.

6TH COUNCIL MEETING: 2022-07-27: ITEM 13.2

RESOLVED (nem con)

(a) that Council notes the final report on the establishment of the ward committees and the current vacancies on ward committees;

(b) that Council notes the filling of vacancies during the 2nd round of elections for wards 15 and 19;

(c) that it be noted that Ward Committees may co-opt members where vacancies exists and inform council accordingly.

FOR FURTHER DETAILS CONTACT:

NAME	NICKY CEASAR
POSITION	***EXECUTIVE SUPPORT OFFICER***
DIRECTORATE	***CORPORATE SERVICES***
CONTACT NUMBERS	***021 808 8618***
E-MAIL ADDRESS	***Nicky.Ceaser@stellenbosch.gov.za***
REPORT DATE	***19 July 2022***

13.3	SUSPENSION OF THE IMPLEMENTATION OF CLAUSE 6.2.1.2 (b) IN APPROVED RECRUITMENT AND SELECTION POLICY

Collaborator No:
IDP KPA Ref No: **Good Governance**
Meeting Date: **27 July 2022**

1. SUBJECT: SUSPENSION OF THE IMPLEMENTATION OF CLAUSE 6.2.1.2 (b) IN APPROVED RECRUITMENT AND SELECTION POLICY

2. PURPOSE

To inform council that COGTA informed municipalities that chapters 2 and 4 of the Staff Regulations will only be implemented on 1 July 2023 and not on 1 July 2022. The recruitment and selection policy approved by council on 22 June 2022 was compiled to conform to the staff regulations.

To request Council to suspend the implementation clause 6.2.1.2 (b) in the Recruitment and Selection Policy to 1 July 2023 in line with the Staff regulation implementation.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

COGTA, during 2021, promulgated new Staffing Regulations which must be implemented from 1st July 2022. In terms of these regulations many of the recruitment process provisions changed and had to be incorporated into our Recruitment and Selection Policy to ensure that the Municipality becomes compliant and implement the provisions as from 1st July 2022.

Council approved the attached Recruitment and Selection Policy for Stellenbosch Municipality (**APPENDIX 1**) on 22 June 2022.

COGTA informed municipalities that chapters 2 and 4 of the Staff Regulations will only be implemented on 1 July 2023 and not on 1 July 2022. The recruitment and selection policy approved by council on 22 June 2022 was compiled to conform to the staff regulations. Chapter 4 does not form part of the recruitment and selection policy as it deals with performance management. The policy document represents the municipality's position and complies with the newly published staff regulations and therefore it is recommended that those clause 6.2.1.2 (b) in the policy that refers to the suspended implemented staff regulations also be suspended for implementation until 1 July 2023.

6TH COUNCIL MEETING: 2022-07-27: ITEM 13.3

RESOLVED (nem con)

(a) that Council notes the suspension of chapters 2 and 4 of the staff regulations until 1 July 2023; and

(b) that Council approves the suspension of clause 6.2.1.2 (b) until 1 July 2023.

FOR FURTHER DETAILS CONTACT:

NAME	Annalene de Beer
POSITION	Director Corporate Services
DIRECTORATE	Corporate Services
CONTACT NUMBERS	021-808 8018
E-MAIL ADDRESS	Annalene.deBeer@stellenbosch.gov.za
REPORT DATE	21 July 2022

14.	**CONSIDERATION OF NOTICES OF QUESTIONS AND NOTICES OF MOTIONS RECEIVED BY THE SPEAKER**

NONE

15.	**CONSIDERATION OF URGENT MOTIONS**

NONE

16.	**URGENT MATTERS SUBMITTED BY THE MUNICIPAL MANAGER**

NONE

17.	**REPORTS SUBMITTED BY THE SPEAKER**

NONE

18.	**REPORTS SUBMITTED BY THE EXECUTIVE MAYOR**

NONE

19.	**MATTERS TO BE CONSIDERED IN–COMMITTEE**

SEE PINK DOCUMENTATION

The meeting adjourned at 13:50.

CHAIRPERSON: ……

DATE: ……

Confirmed on …… **with/without amendments.**

8.	**STATUTORY MATTERS**

8.1	**SDF / IDP / BUDGET TIME SCHEDULE / PROCESS PLAN FOR 2023/24**

Collaborator No: **733856**
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **16 August 2022**

1. SUBJECT: SDF / IDP / BUDGET TIME SCHEDULE / PROCESS PLAN FOR 2023/24

2. PURPOSE

To table to Council for consideration and approval:

(a) The SDF / IDP / Budget Time Schedule / Process Plan for 2023/24, attached as **ANNEXURE A.**

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

Each municipality is legally required to adopt a time schedule listing the key activities and deadlines 10 months before the start of the new financial year.

The Spatial Development Framework (SDF) / Integrated Development Plan (IDP) / Budget Time Schedule / Process Plan for 2023/24 outlines the key strategic activities and consultative processes that will guide the planning, drafting and adoption of the First Review of the 5th Generation IDP 2022 – 2027 and the Medium – Term Revenue Expenditure Framework (Budget) to be implemented in the 2023/24 financial year.

The SDF / IDP / Budget Time Schedule / Process Plan for 2023/24 is, therefore, compiled in terms of Section 21(b) of the Local Government: Municipal Finance Management Act, 2003 (Act No.56 of 2003) (MFMA), which states that "the mayor of a municipality **must** –

at least 10 months before the start of the budget year, table in the municipal council a time schedule outlining key deadlines for –

(i) the preparation, tabling and approval of the annual budget;

(ii) the annual review of-

(aa) the integrated development plan in terms of section 34 of the Municipal Systems Act; and

(bb) the budget-related policies;

(iii) the tabling and adoption of any amendments to the integrated development plan and budget-related policies; and

(iv) any consultative processes forming part of the processes referred to in subparagraphs (i), (ii) and (iii)

The SDF / IDP / Budget Time Schedule / Process Plan for the 2023/24 financial year is also compiled in terms of Section 29 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) (MSA).

Section 29(1) of the MSA specifies that:

The process followed by a municipality to draft its integrated plan, including its consideration and adoption of the draft plan, must-

(a) be in accordance with a predetermined programme specifying timeframes for the different steps;

(b) through appropriate mechanisms, processes and procedures established in terms of Chapter 4, allow for:

(i) the local community to be consulted on its development needs and priorities;

(ii) the local community to participate in the drafting of the integrated development plan; and

(iii) organs of state, including traditional authorities and other role players to be identified and consulted on the drafting of the integrated development plan;

(c) provide for the identification of all plan and planning requirements binding on the municipality in terms of national and provincial legislation; and

(d) be consistent with any other matters that may be prescribed by regulation.

The public participation process will comprise the period **07 – 28 September 2022**, to allow all members of the community and stakeholders to provide written inputs and oral representations which the municipality must consider in reviewing the IDP.

Public participation meetings are provisionally scheduled to be held from **19 – 22 September 2022**. The meeting schedule will be published in the local newspaper, on the municipality's website, on the notice boards of libraries and on social media platforms (Facebook, Twitter, Stellenbosch Citizens App, WhatsApp and Email).

5. RECOMMENDATIONS

(a) that Council adopts the SDF / IDP / Budget Time Schedule / Process Plan 2023/24 for the compilation of the annual budget in terms of Section 21(1) of the MFMA and Section 29 of the MSA, to guide the planning, drafting and adoption of the First Review of the 5th Generation IDP 2022 – 2027, attached as **ANNEXURE A**; and

(b) that an advertisement is placed on the official website of the municipality and in the local newspaper notifying the public of the adopted SDF / IDP / Budget Time Schedule / Process Plan 2023/24.

6. DISCUSSION

6.1 Background

The SDF / IDP / Budget are inextricably linked with one another, and this link has been formalised through the promulgation of the MFMA.

The requirements for a Time Schedule are outlined in Section 21(1) of the MFMA and indicate:

The Mayor of a municipality must –

(a) coordinate the processes for preparing the annual budget and for reviewing the municipality's integrated development plan and budget-related policies to ensure that the tabled budget and any revisions of the integrated development plan and budget-related policies are mutually consistent and credible;

(b) at least 10 months before the start of the budget year, table in the municipal council a time schedule outlining key deadlines for–

(i) the preparation, tabling and approval of the annual budget;
(ii) the annual review of –
aa) the integrated development plan in terms of section 34 of the Municipal Systems Act; and

bb) the budget related policies.

(iii) the tabling and adoption of any amendments to the integrated development plan and the budget-related policies; and

(iv) any consultative processes forming part of the processes referred to in subparagraphs (i), (ii) and (iii).

The new planning dispensation includes the Spatial Planning and Land Use Management Act, 2013 (Act No.16 of 2013) (SPLUMA), the Western Cape Land Use Planning Act, 2014 (Act No.3 of 2014) and the Stellenbosch Municipal Planning By-law, 2015 imposes new requirements to compile or amend a municipal Spatial Development Framework (*m*SDF).

The SDF / IDP / Budget Time Schedule for 2023/24 also takes cognizance of the regulatory framework for the review, amendment, and approval of the SDF, IDP, Budget and the annual Service Delivery and Budget Implementation Plan (SDBIP). The SDBIP is the implementation tool to give effect to those objectives and targets as indicated in the IDP and Budget. The importance of synchronising the timelines for the revision of the IDP and Annual Budget with those of the SDBIP is captured in Section 41 of the MSA, which states that:

Section 41:

"(1) A municipality must in terms of its performance management system and in accordance with any regulations and guidelines that may be prescribed –

(a) set appropriate key performance indicators as a yardstick for measuring performance, including outcomes and impact, with regard to the municipality's development priorities and objectives set out in its integrated development plan".

Section 26(e) of the MSA refers to the municipal SDF as a 'core component' of the municipal IDP and requires that the IDP reflect an mSDF, which must include the provision of basic guidelines for a land use management system for the municipality.

A municipal SDF (new and / or amended) has to follow a timeline set out in the SDF / IDP / Budget Time Schedule for 2023/24. Moreover, the SDF and IDP processes need to be aligned.

6.2 Financial Implications.

There are no financial implications beyond that which was approved in the 2022/23 MTREF Budget.

6.3 Legal Implications

In accordance with Section 21(b) of the MFMA "the mayor of a municipality must –

at least 10 months before the start of the budget year, table in the municipal council a time schedule outlining key deadlines for –

(i) the preparation, tabling and approval of the annual budget;
(ii) the annual review of-
  (aa) the integrated development plan in terms of section 34 of the Municipal Systems Act; and
  (bb) the budget-related policies;
(iii) the tabling and adoption of any amendments to the integrated development plan and budget-related policies; and
(iv) any consultative processes forming part of the processes referred to in subparagraphs (i), (ii) and (iii).

Section 29(1) of the MSA further specifies that:

The process followed by a municipality to draft its integrated development plan, including its consideration and adoption of the draft plan, must –

(a) be in accordance with a predetermined programme specifying timeframes for the different steps;
(b) through appropriate mechanisms, processes and procedures established in terms of Chapter 4, allow for-
  (iv) the local community to be consulted on its development needs and priorities;
  (v) the local community to participate in the drafting of the integrated development plan; and
  (vi) organs of state, including traditional authorities and other role players to be identified and consulted on the drafting of the integrated development plan;
(c) provide for the identification of all plan and planning requirements binding on the municipality in terms of national and provincial legislation; and
(d) be consistent with any other matters that may be prescribed by regulation.

Section 41 of the MSA also states that:

(1) A municipality must in terms of its performance management system and in accordance with any regulations and guidelines that may be prescribed –

(b) set appropriate key performance indicators as a yardstick for measuring performance, including outcomes and impact, with regard to the municipality's development priorities and objectives set out in its integrated development plan".

6.4 Staff Implications

This report has no additional staff implications for the municipality.

6.5 Risk Implication

This report has no direct risk implications for the municipality.

6.6 Previous / Relevant Council Resolutions

Item 8.2 of the 3rd Council Meeting held on 30 March 2022.

6.7 Comments from Senior Management

6.7.1 Director: Community and Protection Services

Supported

6.7.2 Chief Financial Officer

Supported

6.7.3 Director: Infrastructure Services

Supported

6.7.4 Director: Corporate Services

Supported.

6.7.5 Director: Planning and Economic Development

Supported

6.7.6 Comments from the Municipal Manager

Supported

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2022-08-16: ITEM 6.1

(a) that Council adopts the SDF / IDP / Budget Time Schedule / Process Plan 2023/24 for the compilation of the annual budget in terms of Section 21(1) of the MFMA and Section 29 of the MSA, to guide the planning, drafting and adoption of the First Review of the 5th Generation IDP 2022 – 2027, attached as **ANNEXURE A**; and

(b) that an advertisement is placed on the official website of the municipality and in the local newspaper notifying the public of the adopted SDF / IDP / Budget Time Schedule / Process Plan 2023/24.

ANNEXURES

Annexure A: SDF / IDP / BUDGET TIME SCHEDULE / PROCESS PLAN FOR 2023/24

FOR FURTHER DETAILS CONTACT:

NAME	*Geraldine Mettler*
POSITION	*Municipal Manager*
DIRECTORATE	*Office of the Municipal Manager*
CONTACT NUMBERS	*021 808 8025*
E-MAIL ADDRESS	*geraldine.mettler@stellenbosch.gov.za*
REPORT DATE	*03 August 2022*

ANNEXURE A

STELLENBOSCH
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SDF / IDP / BUDGET TIME SCHEDULE / PROCESS PLAN FOR 2023/24
(In accordance with Section 21(1)(b) of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) and Section 29 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) and the Regulations made under these Acts)

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
AUGUST 2022									
1	Place 4th Quarter Performance Report 2021/22 on website **(must be placed on the website not later than 5 days)** after its tabling in the council or on the date on which it must be made public, which ever occurs first)	MFMA - Section 75 (2) MSA 21(b)					02 August 2022		Snr Manager: Financial Management Services
2	Submit 4th Quarter Performance Reports 2021/22 - SDBIP and Finance Performance Reports to National and Provincial Treasury	MPPMR - Reg 13						02 August 2022	Snr Manager: Financial Management Services
3	Submit the intention to amend the MSDF and the process to be followed in the amendment and confirm that the ISC process will not be undertaken	MPBL - Chapter 2 Section 2(b)		**05 August 2022**					**Manager: Spatial Planning**
4	Establishment of **Project Committee and Terms of reference** - MSDF	MPBL - Chapter 2 Section 4(1), (2) and Section 8(1)		**05 August 2022**					**Director: Planning and Economic Development**
5	Executive Mayor and Mayoral Committee considers the 2022/23 Capital Roll-Over Budget	MFMA - Sec 28(2)(e) MBRR - Reg 23(5)				**17 August 2022**			**Chief Financial Officer**
6	Executive Mayor and Mayoral Committee recommend that **SDF/IDP/Budget Time Schedule / Process Plan (at least 10 months before the start of the budget year)** and IDP Public Participation Meeting Schedule be approved by Council	MFMA - Sec 21(1)(b)	**17 August 2022**						**Manager: IDP/PMS/PP**
7	Council considers the 2022/23 Capital Roll-Over Budget **(to be tabled before 25 August 2022)**	MFMA - Sec 28(2)(e) MBRR - Reg 23(5)				**24 August 2022**			**Chief Financial Officer**
8	Council approve the **SDF/IDP/Budget Time Schedule / Process Plan for 2023/24** (at least 10 months before the start of the budget year) and IDP Public Participation Meeting Schedule	MFMA - Sec 21(1)(b)	**24 August 2022**						**Manager: IDP/PMS/PP**

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
9	Council approve the **SDF status quo report**	MSA Regulations - Chapter 2 section 3(6); LUPA - Section 13(1)(a); MPBL - Chapter 2 Section 3(b) and 7(1)(b)		**24 August 2022**					**Manager: Spatial Planning**
10	Place advertisement to notify the public of the approved SDF/IDP/Budget Time Schedule and IIDP Public Participation Meeting Schedule on website, local newspapers and notice boards	MSA - Sec 21, 21A, 28(3)	29 August 2022						Manager: IDP/PMS/PP
11	Place 2022/23 Capital Roll-Over Budget on website **(must be placed on the website not later than 5 days after its tabling in the council or on the date on which it must be made public, which ever occurs first)**	MFMA - Sec 75(2) MSA - Sec 21(b)				29 August 2022			Snr Manager: Financial Management Services
12	Submit Annual Financial Statements (AFS) and Annual Performance Report (APR) 2021/22 to the Auditor - General for auditing **(the accounting officer of a municipality must prepare the annual financial statements of the municipality and within 2 months after the end of the financial year to which those statements relate, submit the statements to the Auditor - General for auditing)**	MFMA Sec 126 (1)(a) MSA - Sec 46 (1) (2)					**31 August 2022**	**31 August 2022**	**Chief Financial Officer Manager: IDP/PMS/PP**
SEPTEMBER 2022									
13	District IDP Managers Forum	MSA Section 24	01 September 2022						Manager: IDP/PMS/PP
14	Provincial IDP Managers Forum	MSA Section 24	16 September 2022						Manager: IDP/PMS/PP
15	**IDP Public Participation period:** during this period the community and stakeholders will be able to submit inputs for the review of the 5th Generation IDP 2022 - 2027	MSA Section 29(1)(b)(i)	**07 - 28 September 2022**						**Manager: IDP/PMS/PP**
16	SDF project team to draft the amendment to the MSDF **(minor amendments)**	MSA Regulations - Chapter 2 section 3(6); LUPA - Section 13(1)(a); MPBL - Chapter 2 Section 3(b) and 7(1)(b)		**01 September - 31 October 2022**					**Manager: Spatial Planning**

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
17	**SDF/ IDP/ Budget public participation meetings** for the review of the 5th Generation IDP 2022 – 2027	MSA Section 29(1)(b)(i)	**19 – 22 September 2022**						**Manager: IDP/PMS/PP**
18	SDF/ IDP/ Budget stakeholder engagement	Chapter 4 MSA	27 September 2022						Manager: IDP/PMS/PP
19	Capture and refine all community inputs from the needs analysis process and sector engagement	Not Applicable	28 - 30 September 2022						Manager: IDP/PMS/PP
20	Review of Long Terms Financial Plan	MSA Section 26(a)				1 September 2022 - 30 January 2023			Chief Financial Officer
OCTOBER 2022									
21	District IDP Managers Forum	MSA Section 24	6 October 2022						Manager: IDP/PMS/PP
22	Submission of priority requests to sector departments and the district municipality	Not Applicable	12 October 2022						Manager: IDP/PMS/PP
23	Strategic Integrated Municipal Engagements (SIME)		28 October 2022						Manager: IDP/PMS/PP
24	The formulation of disaster strategies: Prevention and mitigation strategies, Vulnerability reduction strategies, Capacity building, Contingency building, Emergency preparedness.	DM Act, No 57 of 2002, Section 53(1) (a-d), Section 53(2)(a)			30 October 2022				Manager: Fire and Disaster
25	Submit 1st Quarterly report for **period ending 30 September 2022** on implementation of the budget and financial state of affairs of the Municipality to Council	MFMA - Sec 52(d) MFMA - Sec 71(1) MBRR - Reg 28						**30 October 2022**	**Snr Manager: Financial Management Services**
26	Submit 1st Quarter Performance Reports 2022/23 - SDBIP and Finance Performance Reports to National and Provincial Treasury	MFMA - Sec 75(2) MSA - Sec 21(b)						30 October 2022	Snr Manager: Financial Management Services
27	Operationalise disaster management in the municipality by means of identifying projects such as setting up the relevant structures.	DM Act, No 57 of 2002, Section 53(1) (a-d), Section 53(2)(a)			30 October 2022				Manager: Fire and Disaster

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
NOVEMBER 2022									
28	Place 1st Quarter Performance Report 2022/23 on website **(must be placed on the website not later than 5 days after its tabling in the council or on the date on which it must be made public, which ever occurs first)**	MFMA - Sec 75(2) MSA - Sec 21(b)						2 November 2022	Snr Manager: Financial Management Services
29	District IDP Managers Forum	MSA Section 24	4 November 2022						Manager: IDP/PMS/PP
30	Submit inputs for 2022/23 Operating and Capital Adjustments Budget to Manager: Budgeting and Costing	MFMA - Section 21 and 28				18 November 2022			All Directorates
31	Identify all plans and planning requirements binding on the municipality in terms of national and provincial legislation	MSA - Sect 29(1)(c)	**01 - 30 November 2022**						**Manager: IDP/PMS/PP**
32	SDF project team to draft the amendment to the MSDF and submit it to Council to approve the publication thereof for public comment and to request comment from the Provincial Minister and the District Municipality. **(major amendments)**	MSA Regulations - Chapter 2 section 3(6); LUPA - Section 13(1)(a); MPBL - Chapter 2 Section 3(b) and		**23 November 2022**					**Manager: Spatial Planning**
33	Finalise all IDP inputs (Chapters) and distribute to all Departments for input and revisions / amendments	MSA Section 34	30 November 2022						Manager: IDP/PMS/PP
DECEMBER 2022									
34	SDF amendment notice of the proposed MSDF amendments in the Gazette and media (inform public, Provincial Minister and District Municipality) (60 days)**(minor amended)**	MSA - Chapter 4 Section 21(1) and (2); SPLUMA Section 20(3);		**01 December - 31 January 2023**					**Manager: Spatial Planning**
35	District IDP Managers Forum	MSA - Sec 24	2 December 2022						Manager: IDP/PMS/PP
36	District Public Participation Forum	MSA - Sec 24	8 December 2022						Manager: IDP/PMS/PP
37	Provincial IDP Managers' Forum	MSA - Sec 24	09 December 2022						Manager: IDP/PMS/PP
38	Design of disaster management projects:	DM Act, No 57 of 2002, Section 53(1) (a-d), Section 53(2)(a)			30 December 2022				Manager: Fire and Disaster

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
JANUARY 2023									
39	Directorates complete template for 2023 - 2026 Capital and Operational Budget for Budget Prioritisation	MSA Section 26(h)				20 January 2023			Snr Manager: Financial Management Services
40	Submit Mid-year Budget and Performance Assessment Report 2022/23 to Executive Mayor	MFMA - Sec 72				25 January 2023	25 January 2023		Manager: IDP/PMS/PP
41	Submit Mid-year Budget and Performance Report 2022/23 to Provincial Treasury and National Treasury by 25 January	MFMA - Section 72(1)(b) MBRR - Reg 35				25 January 2023			Manager: IDP/PMS/PP and Chief Financial Officer
42	Submit 2nd Quarterly report for **period ending 31 December 2022** on implementation of the budget and financial state of affairs of the Municipality to Council	MFMA - Sec 52(d) MFMA - Sec 71(1) MBRR - Reg 29						**25 January 2023**	**Chief Financial Officer and Manager: IDP/PMS/PP**
43	Submit Mid-year Budget and Performance Assessment Reports 2022/23 to Council	MFMA - Section 72(1)(b) MBRR - Reg 35				**25 January 2023**	**25 January 2023**	**25 January 2023**	**Snr Manager: Financial Management Services**
44	Council considers the **Draft Annual Report 2021/22** before advertising it for public comment	MFMA - Sec 127						**25 January 2023**	**Manager: IDP/PMS/PP and Chief Financial Officer**
45	Make public the Mid-Year Budget and Performance Report 2022/23 in the local newspaper and on municipal website	MFMA - Section 75 (2) MSA - Sec 21(b)						30 January 2023	Chief Financial Officer and Manager: IDP/PMS/PP
46	Submit the **Draft Annual Report 2021/22**, within five (5) days via e-mail and hard copy to the National Treasury, the Western Cape Department of Local Government, the Western Cape Provincial Treasury and the Auditor General	MFMA - Section 127(5)(b)					**30 January 2023**		**Manager: IDP/PMS/PP**

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
FEBRUARY 2023									
47	Project committee to consider the comments and representations received from the public and the Provincial Minister on the MSDF amendments **(minor amended)**	SPLUMA Section 20(3)(c); MPBL Section 7(1)(d), 7(2)		**01 February - 31 March 2023**					**Manager: Spatial Planning**
48	Project committee to compile amended MSDF and memorandum to Council highlighting reasons for the proposal and alignment with District Municipality's Framework for Integrated Planning. **(minor amended)**	MSA Regulations - Chapter 2 Section 3(2); District Framework for IDP requirement - MSA Section 27		**01 February - 31 March 2023**					**Manager: Spatial Planning**
49	Place advertisement in local newspapers to notify the public and other stakeholders to submit written comments on the **Draft Annual Report 2021/22**	MFMA - Sec 127(5)(a) MSA - Sec 21A					02 February 2023		Manager: IDP/PMS/PP
50	Place 2nd Quarter Performance Report 2022/23 on website	MFMA - Section 75 (2) MSA - Sec 21(b)						05 February 2023	Snr Manager: Financial Management Services
51	Table the draft Annual Report 2021/22 to the MPAC to considers and evaluates the content of the Annual Report 2021/22	MFMA 127 and 129 (1)					**07 - 08 February 2023**		**Manager: IDP/PMS/PP**
52	Public Hearing: Consultation on the draft Annual Report 2021/22 with the local community	MFMA - Sec 127(5) MFMA - Sec 127(6)					09 February 2023		Manager: IDP/PMS/PP
53	Complete tariff setting exercise for 2023/24	MFMA Section 71				15 February 2023			Snr Manager: Financial Management Services
54	Review current budget related policies and compile newly needed budget related policies	MFMA - Sec 21 MBRR - Part 3				15 February 2023			Snr Manager: Financial Management Services
55	MAYCO considers and adopts 2022/23 Adjustments Budget and Draft Revised SDBIP 2022/23	MFMA - Sec 28 MBRR - Part 4				**15 February 2023**	**15 February 2023**		**Snr Manager: Financial Management Services and Manager: IDP/PMS/PP**
56	Feedback from officials confirming internal arrangements if the content of the Annual Report 2021/22 are credible, reliable and accurate. (Modification to the report before tabling it to Council)	MFMA Sec 121 and 122					21 February 2023		Manager: IDP/PMS/PP

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
57	Council considers the **2022/23 Adjustments Budget and Draft Revised TL SDBIP 2022/23**	MFMA - Sec 28 MBRR - Part 4 MSA - Sec 28 and 29				**22 February 2023**	**22 February 2023**		**Manager: IDP/PMS/PP and Snr Manager: Financial Management Services**
58	**Annual (2021/22) Performance Assessments** for the Municipal Manager and Managers directly accountable to the Municipal Manager	MPPMR - Reg 13 GN 21- 17/01/2014					**24 February 2023**		**Manager: IDP/PMS/PP**
59	Technical Integrated Municipal Engagements (TIME)	MSA - Chapter 5	28 February 2023						Municipal Manager
60	Compilation of the Disaster Management Plan	DM Act, No 57 of 2002, Section 53 (1)(a-d) Section 53(2)(a))			28 February 2023				Manager: Fire and Disaster
MARCH 2023									
61	Advertise the approved **Adjustments Budget 2022/23 and Revised SDBIP 2022/23** and submit budget and B Schedules to National Treasury and Provincial Treasury as required per legislation **(within 10 working days)**	MFMA - Sec 28(7) MSA - Sec 21A MBRR - Part 4				**02 March 2023**	**02 March 2023**		Snr Manager: Financial Management Services and Manager: IDP/PMS/PP
62	District IDP Managers' Forum	MSA - Sec 24	09 March 2023						Manager: IDP/PMS/PP
63	District Municipality submit draft IDP and budget to Council	MFMA - Sec 16(2) MSA - Sec 25 (b)(c) MBRR - Part 3	**30 March 2023**						**Cape Winelands District Municipality**
64	Council considers Oversight Report and Annual Report 2021/22 for approval	MFMA - Sec 129					30 March 2023		Manager: IDP/PMS/PP
65	Review the Municipality's Performance Management System (PMS) - submit Revised Performance Management Policy to Council	MPPR - Reg 3(4)(b) and Reg 11(2)					30 March 2023		Manager: IDP/PMS/PP
66	Submission of the **draft IDP, budget, tariffs, budget related policies and SDBIP (at least 90 days before the start of the budget year)** to Council for approval for the purpose of obtaining public comment and inputs **(21 days)**	MFMA - Sec 16(2) MSA - Sec 25 (b)(c) MBRR - Part 3				**30 March 2023**	**30 March 2023**		**Manager: IDP/PMS/PP and Snr Manager: Financial Management Services**

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
APRIL 2023									
67	Submit the **budget** to Department of Local Government, National and Provincial Treasury, prescribed national or provincial organs of state and to other municipalities affected by budget	MFMA - Sec 22(b) MBRR - Reg 20				04 April 2023			Snr Manager: Financial Management Services
68	Place advertisement for the Oversight Report and the Annual Report 2021/22 to be released for information which must be placed on the municipal website within **five (5) days** after it is approved	MFMA - Sec 129(3) MFMA - Sec 75 ©					04 April 2023		Manager: IDP/PMS/PP
69	Submit the **Draft IDP**, **Draft SDBIP 2023/24** to Department of Local Government, National and Provincial Treasury, prescribed national or provincial organs of state and to other municipalities affected by the IDP and budget	MFMA - Sec 22(b) MSA - Sec 29(3)(b) MSA - Sec 32(1) MBRR - Reg 20	07 April 2023				07 April 2023		Manager: IDP/PMS/PP and Manager: Spatial Planning and Snr Manager: Financial Management Services
70	Ensure that the Oversight Report and Annual Report 2021/22 are made available at all municipal offices and libraries for information	MFMA - Sec 129(3)					07 April 2023		Manager: IDP/PMS/PP
71	Advertise the **Draft IDP and Draft Budget** and other required documents and provide at least **21 days** for public comments and written submissions	MFMA - Sec 22(a) MSA - Sec 21A, 42 MPPMR - Reg 15(3)	**03 - 24 April 2023**			**03 - 24 April 2023**	**03 - 24 April 2023**		Manager: IDP/PMS/PP and Snr Manager: Financial Management Services
72	**Public Participation Meetings** to consult the Draft IDP, Draft SDBIP 2023/24 and Draft Budget	MFMA - Sec 22(a) MSA - Sec 21A, 42 MPPMR - Reg 15(3)	**13 - 19 April 2023**			**13 - 19 April 2023**	**13 - 19 April 2023**		**Manager: IDP/PMS/PP and Snr Manager: Financial Management Services**
73	Submit 3rd Quarter report for period **ending 31 March 2023** on implementation of the budget and financial state of affairs of the Municipality to Council	MFMA - Sec 52(d) MFMA - Sec 71(1) MBRR - Reg 29						**26 April 2023**	**Snr Manager: Financial Management Services**
74	Submit 3rd Quarter Performance Reports 2022/23 - SDBIP and Performance Reports to National and Provincial Treasury	MPPMR - Reg 13						28 April 2023	Snr Manager: Financial Management Services

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
MAY 2023									
75	Place 3rd Quarter Performance Report 2022/23 on website	MFMA - Sec 75(2) MSA - Sec 21(b)						01 May 2023	Manager: IDP/PMS/PP
76	SIME / LG MTEC 3 IDP and Budget Assessments by Provincial Treasury and Department of Local Government	MSA Chapter 5 MFMA	08 May 2023			08 May 2023	08 May 2023		Manager: IDP/PMS/PP and Snr Manager: Financial Management Services
77	MAYCO meeting to consider the draft IDP, Draft Budget and Draft SDBIP 2023/24 **(at least 30 days before the start of the budget year)**	MFMA - Sec 24	**24 May 2023**			**24 May 2023**	**24 May 2023**		**Manager: IDP/PMS/PP and Snr Manager: Financial Management Services**
78	Council meeting to adopt the **amended SDF**, with reasons and response of the municipality to the comments submitted during public participation			**31 May 2023**					**Manager: Spatial Planning**
79	Council meeting to adopt **final IDP, Performance Management Measures and targets and the budget (at least 30 days before the start of the budget year)**	MFMA - Sec 24	**31 May 2023**			**31 May 2023**	**31 May 2023**		**Manager: IDP/PMS/PP and Snr Manager: Financial Management Services**
80	Place the adopted IDP, multi-year budget, all budget-related documents and all budget-related policies on the website	MFMA - Sec 22 and 75 (1)(2) MSA - Sec 21A and 21B	29 May 2023			31 May 2023			Manager: IDP/PMS/PP and Snr Manager: Financial Management Services
81	District Municipality adopt final IDP and budget	MFMA - Sec 24	31 May 2023						**Cape Winelands District Municipality**
JUNE 2023									
82	MM to submit the written notice of the decision to amend the MSDF with reasons, the amended MSDF and a report setting out the response of the municipality to the comments submitted during public participation. **(minor amended)**	LUPA - Section 14		**02 June 2023**					**Manager: Spatial Planning**
83	Submit a copy of the IDP and amended SDF to the MEC for LG **(within 10 days of the adoption of the plan)**	MSA - Sec 21, 21A, 28(3)	02 June 2023						Manager: IDP/PMS/PP
84	Submit approved budget to National and Provincial Treasuries (both printed and electronic formats)	MFMA - Sec 24(3) MBRR - Reg 20				05 June 2023			Snr Manager: Financial Management Services
85	Give notice to the public of the adoption of the IDP and Budget **(within 14 days of the adoption of the plan)** and budget **(within 10 working days)**	MBRR - Reg 18 MSA - Sec 25(4)(a)(b) MFMA - Sec 75(1)	07 June 2023			09 June 2023			Manager: IDP/PMS/PP and Snr Manager: Financial Management Services

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES						RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	REPORTING	
86	Submit to the Executive Mayor the TL SDBIP 2023/24 **(no later than 14 days after the approval of an annual budget)**	MFMA - Sec 69(3)(a)					12 June 2023		Manager: IDP/PMS/PP
87	Executive Mayor takes all reasonable steps to ensure that the SDBIP is approved **(within 28 days after approval of the budget)**	MFMA - Sec 53(1)(c)(ii)					26 June 2023		Manager: IDP/PMS/PP
JULY 2023									
88	Make public the projections, targets and indicators as set out in the TL SDBIP **(no later than 14 days after the approval of the SDBIP)** and submit to National and Provincial Treasuries **(no later than 10 working days after the approval of the SDBIP)**	MFMA Section 53(3)(a MBRR Reg 19					10 July 2023		Manager: IDP/PMS/PP
89	Make public the performance agreements of the Municipal Manager and Managers directly accountable to the Municipal Manager **(no later than 14 days after the approval of the SDBIP)**	MFMA Section 53(3)(b)					10 July 2023		Manager: IDP/PMS/PP

8.2	ADJUSTMENTS BUDGET (ROLL-OVER) 2022/2023

Collaborator No: 733857
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 16 August 2022

1. SUBJECT: ADJUSTMENTS BUDGET (ROLL-OVER) 2022/2023

2. PURPOSE

Is to present the adjustments budget roll-over for the 2022/2023 financial year to Council for approval.

3. DELEGATED AUTHORITY

FOR APPROVAL BY MUNICIPAL COUNCIL

4. EXECUTIVE SUMMARY

Attached as **APPENDIX 1** is an executive summary by the Accounting Officer.

5. RECOMMENDATIONS

(a) that the Adjustments Budget for 2022/2023 as set out in **APPENDIX 2**, be approved;

(b) that the Adjustments Budget Tables as prescribed by the Budgeting and Reporting Regulations, as set out in **APPENDIX 3**, be approved; and

(c) that the Service Delivery and Budget Implementation Plan be adjusted accordingly inclusive of the non-financial information (performance measurement).

6. DISCUSSION / CONTENTS

6.1 Background/ Legislative Framework

In terms of section 28 (2) (e) of the Municipal Finance Management Act:

"An adjustments budget may authorise the spending of funds that were unspent at the end of the past financial year where the under-spending could not reasonably have been foreseen at the time to include projected roll-overs when the annual budget for the current year was approved by the council".

According to regulation 23 (5) of the Municipal Budget and Reporting Regulations:

"An adjustments budget referred to in section 28 (2) (e) of the Act may only be tabled after the end of the financial year to which the roll-overs relate, and must be approved by the municipal council by 25 August of the financial year following the financial year to which the roll-overs relate."

6.2 Discussion

These adjustments budget addresses the spending of funds that were unspent and committed at the end of the 2021/2022 financial year where the under-spending could

not reasonably have been foreseen at the time of concluding the annual budget of the current financial year.

Capital Adjustments Budget

Council approved a Capital Budget for the 2022/2023 financial year amounting to R 409 273 204 in May 2022. This adjustments budget effectively changes the Amended budget by means of the inclusion of the roll-overs from the 2021/2022 financial year.

The criteria applied for roll over of capital projects included supporting evidence that must be provided for each project that the work has commenced, namely the following:

- Proof that the project tender was published and the period for tender submissions closed before 30 June 2022.
- Detailed reference numbers of the Supply Chain Management process followed needs to be provided.
- Evidence that all projects linked to an allocation will be fully utilised by 30 June 2023.

Details of the proposed adjustments are reflected in APPENDIX 2.

Operating Revenue Adjustments Budget

The approved Operating Revenue Budget for the 2022/2023 financial year amounted to R 2 256 812 246 in May 2022. These adjustments budget effectively changes the amended budget by means of the inclusion of the grant roll-overs from the 2021/2022 financial year.

Details of the proposed adjustments are reflected in **APPENDIX 2**.

Operating Expenditure Adjustments Budget

Council adopted an Operating Expenditure Budget for the 2022/2023 financial year amounting to R 2 102 064 809 in May 2022. This adjustments budget changes the approved budget by means of the inclusion of the roll-overs from the 2021/2022 financial year.

Details of the proposed adjustments are reflected in **APPENDIX 2**.

6.3 Financial Implications

Financial impact is reflected in the appendices.

6.4 External Loan roll over from 2021/2022

Council approved the debt agreement in terms of Section 46 (2) of the Municipal Finance Management Act (Act No 56 of 2003) on 22 June 2022.

The specific loan capital projects formed part of the information statement in terms of S46(3) and the loan funding can only be utilised for these identified projects.

The details of the proposed adjustments are reflected in **APPENDIX 2**.

6.5 Legal Implications

The item is compliant with the relevant legislative framework

6.6 Staff Implications

None

6.7 Previous / Relevant Council Resolutions:

5th Council Meeting on 25 May 2022 - Item 8.3

6.8 Risk Implications

None

6.9 Comments from Senior Management:

The item was not circulated for comment except to the Municipal Manager.

6.9.1 *Municipal Manager:*

Supports the recommendations.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2022-08-16: ITEM 6.2

(a) that the Adjustments Budget for 2022/2023 as set out in **APPENDIX 2**, be approved;

(b) that the Adjustments Budget Tables as prescribed by the Budgeting and Reporting Regulations, as set out in **APPENDIX 3**, be approved; and

(c) that the Service Delivery and Budget Implementation Plan be adjusted accordingly inclusive of the non-financial information (performance measurement).

ANNEXURES

Appendix 1: Executive summary
Appendix 2: Adjustments Budget
Appendix 3: Budgeting and Reporting Regulations: Schedule B
Appendix 4: Other supporting documents
Appendix 5: Quality certificate

FOR FURTHER DETAILS CONTACT:

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POSITION	***SENIOR ANAGER: FINANCIAL MANGEMENT SERVICES***
DIRECTORATE	***FINANCIAL SERVICES***
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REPORT DATE	***10 August 2022***

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ROLL-OVER ADJUSTMENTS BUDGET DOCUMENTATION

AUGUST 2022

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APPENDIX 1

Executive Summary

Overview

The adjustments budget in terms of section 28 (2) (e) of the MFMA emanates from funds that have not been spent in the 2021/2022 financial year.

Capital projects funded from conditional grants will not be rolled over.

Stellenbosch Municipality had budgeted R 403 507 635 for capital expenditure in the 2021/2022 financial year, of which the municipality spent R 338 616 937 of the budget.

Roll-over of other grants/ allocations

The unspent portions of other allocations (District and Other Grant Providers) will be rolled over to the 2022/2023 financial year.

The breakdown of other allocations (District and Other Grant Providers) are as follows:

Grants	Type	Approved Budget	Adjustments	Adjustments Budget
Cape Winelands (Disaster Grant)	Operational	-	146 959	146 959
Cape Winelands (Community Safety)	Operational	-	484 000	484 000
		-	**630 959**	**630 959**

Capital Adjustments Budget for 2022/2023

	2022/2023 Approved Budget	2022/2023 Adjustments Budget	%
Capital Budget	409 273 204	449 751 820	10%

ROLL-OVER ADJUSTMENTS BUDGET FOR THE FINANCIAL PERIOD 2022 – 2023
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Adjustments to Funding

The funding sources to the capital budget are as follows:

Funding	2022/2023 Approved Budget	%	2022/2023 Adjustments Budget	%
Own Funding				
Capital Replacement Reserve	136 790 031	33%	152 144 605	34%
Development Contribution	12 453 523	3%	12 453 523	3%
External Funding				
External Loans	140 000 000	34%	165 124 042	37%
National Grants	90 809 650	22%	90 809 650	20%
Provincial Grants	29 220 000	7%	29 220 000	7%
	409 273 204		**449 751 820**	

Adjustments to Capital Expenditure

The capital budget per directorate is as follows:

Directorate	Total Approved Budget (R)	%	Total Adjustments Budget (R)	%
Municipal Manager	40 000	0%	40 000	0%
Planning & Development Services	15 185 000	4%	18 210 846	4%
Community and Protection Services	26 850 958	7%	31 376 143	7%
Infrastructure Services	325 047 246	79%	351 985 623	79%
Corporate Services	41 900 000	10%	47 889 208	11%
Financial Services	250 000	0%	250 000	0%
TOTALS	**409 273 204**		**449 751 820**	

ROLL-OVER ADJUSTMENTS BUDGET FOR THE FINANCIAL PERIOD 2022 – 2023
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Adjustments to Operating Revenue

The operating revenue budget per directorate is as follows:

Directorate	Total Approved Budget (R)	%	Total Adjustments Budget (R)	%
Municipal Manager	-	0%	-	0%
Planning & Development Services	22 399 078	1%	22 399 078	1%
Community and Protection Services	170 718 687	8%	171 349 646	8%
Infrastructure Services	1 517 037 491	67%	1 517 037 491	67%
Corporate Services	11 656 741	1%	11 656 741	1%
Financial Services	535 000 250	24%	535 000 250	24%
TOTALS	**2 256 812 246**		**2 257 443 205**	

Adjustments to Operating Expenditure

The operating expenditure budget per directorate is as follows:

Directorate	Total Approved Budget (R)	%	Total Adjustments Budget (R)	%
Municipal Manager	27 432 083	1%	27 432 083	1%
Planning & Development Services	87 864 603	4%	87 864 603	4%
Community and Protection Services	419 003 125	20%	419 634 084	20%
Infrastructure Services	1 258 869 331	60%	1 258 869 331	60%
Corporate Services	210 683 035	10%	210 683 035	10%
Financial Services	98 212 632	5%	98 212 632	5%
TOTALS	**2 102 064 809**		**2 102 695 768**	

High Level Adjustments Budget Summary for 2022/2023

The total budget is summarized as follows:

Directorate	Operating Revenue Budget	Operating Expenditure Budget	Capital Budget	Total Budget
Municipal Manager	-	27 432 083	40 000	27 472 083
Planning & Development Services	22 399 078	87 864 603	18 210 846	106 075 449
Community and Protection Services	171 349 646	419 634 084	31 376 143	451 010 227
Infrastructure Services	1 517 037 491	1 258 869 331	351 985 623	1 610 854 954
Corporate Services	11 656 741	210 683 035	47 889 208	258 572 243
Financial Services	535 000 250	98 212 632	250 000	98 462 632
Total Revenue	**2 257 443 205**	**2 102 695 768**	**449 751 820**	**2 552 447 588**

APPENDIX 2

Capital Adjustments Budget for 2022/2023

The following funds per directorate are to be rolled-over:

Directorate	Approved Budget	Funds rolled-over	Adjustments Budget
Municipal Manager	40 000	-	40 000
Planning & Development Services	15 185 000	3 025 846	18 210 846
Community and Protection Services	26 850 958	4 525 185	31 376 143
Infrastructure Services	325 047 246	26 938 377	351 985 623
Corporate Services	41 900 000	5 989 208	47 889 208
Financial Services	250 000	-	250 000
TOTALS	**409 273 204**	**40 478 616**	**449 751 820**

The Capital projects to be rolled over from the previous financial year are as follows:

Projects	***Fund***	***Roll Over Amount***	***Motivation***
Planning and Development Services		**3 025 846**	
Economic Development & Tourism		**3 009 528**	
Furniture, Tools & Equipment	CRR	16 728	The service provider was appointed, but the goods were only delivered in July 2022.
Establishment of the Kayamandi Informal Trading Area	CRR	2 992 800	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
Spatial Planning		**16 318**	
Furniture, Tools and Equipment	CRR	16 318	The service provider was appointed, but the goods were only delivered in July 2022.
Infrastructure Services		**26 938 377**	
Waste Management		**2 130 133**	
Landfill Gas To Energy	Ext Loan	1 839 587	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.

ROLL-OVER ADJUSTMENTS BUDGET FOR THE FINANCIAL PERIOD 2022 – 2023
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Projects		*Fund*	*Roll Over Amount*	*Motivation*
	Street Refuse Bins	CRR	261 546	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
	Transfer Station: Stellenbosch Planning and Design	Ext Loan	29 000	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
Electrical Services			**6 867 838**	
	Alternative Energy	Ext Loan	3 136 443	This is a multi-year project. Project carried forward to the 2022/23 financial year.
	Integrated National Electrification Programme	CRR	321 957	This is a multi-year project. Project carried forward to the 2022/23 financial year.
	Jan Marais Upgrade: Remove Existing Tx 1 and 2 and replace with 20MVA units	Ext Loan	1 463 871	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
	Laterra Substation	Ext Loan	1 795 242	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.

ROLL-OVER ADJUSTMENTS BUDGET FOR THE FINANCIAL PERIOD 2022 – 2023
AUGUST 2022

Projects	*Fund*	*Roll Over Amount*	*Motivation*
Small Capital: Fte Electrical Services	CRR	150 325	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
Water Treatment		**10 682 384**	
Bulk water supply Klapmuts	Ext Loan	1 157 787	This is a multi-year project, project carried forward to the 2022/2023 Financial year.
Bulk water supply pipe and Reservoir: Kayamandi	Ext Loan	1 296 020	This is a multi-year project, project carried forward to the 2022/2023 Financial year.
Bulk Water Supply Pipeline & Reservoir - Jamestown	Ext Loan	451 582	This is a multi-year project, project carried forward to the 2022/2023 Financial year.
New Reservoir & Pipeline: Vlottenburg	Ext Loan	5 631 219	This is a multi-year project, project carried forward to the 2022/2023 Financial year.
New Reservoir Rosendal	Ext Loan	1 646 599	This is a multi-year project, project carried forward to the 2022/2023 Financial year.
Northern Extension: Phase 2 Water Infrastructure	CRR	87 099	This is a multi-year project, project carried forward to the 2022/2023 Financial year.
Water Treatment Works: Idasvalley	Ext Loan	412 078	This is a multi-year project, project carried forward to the 2022/2023 Financial year.
Water & Wastewater Network Operations		**6 729 475**	

ROLL-OVER ADJUSTMENTS BUDGET FOR THE FINANCIAL PERIOD 2022 – 2023
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Projects	*Fund*	*Roll Over Amount*	*Motivation*
Extention Of WWTW: Stellenbosch	CRR	464 861	This is a multi-year project, project carried forward to the 2022/2023 Financial year. The tanker discharge phase in progress.
Upgrade of WWTW Wemmershoek	Ext Loan	6 264 614	This is a multi-year project, project carried forward to the 2022/2023 Financial year.
Roads and Stormwater		**36 500**	
Upgrade Stormwater Water Conveyance System	CRR	36 500	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
Transport Planning And Public Transport		**450 017**	
Cycle Plan - Design & Implementation	CRR	284 739	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
Public Transport Service (Inclusive of Disabled)	CRR	165 278	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
Traffic Engineering		**42 030**	

ROLL-OVER ADJUSTMENTS BUDGET FOR THE FINANCIAL PERIOD 2022 – 2023
AUGUST 2022

Projects	*Fund*	*Roll Over Amount*	*Motivation*
Traffic Management Improvement Programme	CRR	42 030	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
Corporate Services		**5 989 208**	
Property Management & Municipal Buildings And Structures		**4 948 210**	
Structural Upgrade: Heritage Building	CRR	1 807 000	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
Upgrading of New Office Space: Ryneveld Street	CRR	2 202 005	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
Purchasing of land	CRR	939 205	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
Information Technology		**1 040 999**	
Upgrade and Expansion of ICT Infrastructure Platforms	CRR	1 040 999	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
Community & Protection Services		**4 525 185**	

ROLL-OVER ADJUSTMENTS BUDGET FOR THE FINANCIAL PERIOD 2022 – 2023
AUGUST 2022

Projects		*Fund*	*Roll Over Amount*	*Motivation*
Parks and Cemeteries			**776 956**	
	Upgrading of Parks	CRR	479 086	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
	Integrated and Spray Parks	CRR	284 670	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
	Furniture, Tools and Equipment	CRR	13 200	The service provider was appointed, but the goods were only delivered in July 2022.
Fire Services			**520 696**	
	Upgrading of Stellenbosch Fire Station	CRR	520 696	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
Law Enforcement and Security			**1 956 883**	
	Install and Upgrade CCTV/ LPR Cameras In WC024	CRR	440 018	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.

ROLL-OVER ADJUSTMENTS BUDGET FOR THE FINANCIAL PERIOD 2022 – 2023
AUGUST 2022

Projects	***Fund***	***Roll Over Amount***	***Motivation***
Install Computerized Access Security Systems and CCTV Cameras At Municipal Buildings	CRR	150 893	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
Vehicle Fleet	CRR	1 365 972	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
Community Services: Library Services		**137 386**	
Upgrading: Cloetesville Library	CRR	115 241	Project was not completed and carried forward to 2022/23 financial year. Service provider has been appointed and work is in progress.
Cloetesville: Furniture, Tools and Equipment	CRR	22 145	Project was not completed and carried forward to 2022/23 financial year.
Enviromental Management Implementation		**1 021 729**	
Jan Marais Nature Reserve: Upgrading and maintenance of the reserve	CRR	304 157	Project was not completed and carried forward to 2022/23 financial year.

ROLL-OVER ADJUSTMENTS BUDGET FOR THE FINANCIAL PERIOD 2022 – 2023
AUGUST 2022

Projects		***Fund***	***Roll Over Amount***	***Motivation***
	Mont Rochelle Nature Reserve: Upgrade of Facilities.	CRR	717 572	Project was not completed and carried forward to 2022/23 financial year.
Recreation, Sports Grounds & Halls			**111 535**	
	Sight Screens/Pitch Covers Sports Grounds	CRR	102 600	Project was not completed and carried forward to 2022/23 financial year.
	Fencing: Sport Grounds (WC024)	CRR	8 935	Project was not completed and carried forward to 2022/23 financial year.
TOTAL - Capital			**40 478 616**	

Adjustments to Operational Revenue

The revised operating income budget per Directorate is as follows:

Directorate	Approved Budget	Grant funds rolled-over	Adjustments Budget
Municipal Manager	-	-	-
Planning & Development Services	22 399 078	-	22 399 078
Community and Protection Services	170 718 687	630 959	171 349 646
Infrastructure Services	1 517 037 491	-	1 517 037 491
Corporate Services	11 656 741	-	11 656 741
Financial Services	535 000 250	-	535 000 250
TOTALS	**2 256 812 246**	**630 959**	**2 257 443 205**

Department	Description	Approved Budget	Adjustment	Adjusted Budget	Motivation
Community and Protection Services					
Law Enforcement	Cape Winelands Safety Grant	-	168 000	168 000	Adjust the budget in line with the roll-over of unspent Cape Winelands Community Safety
Traffic Services: Licensing	Cape Winelands Safety Grant	-	316 000	316 000	Adjust the budget in line with the roll-over of unspent Cape Winelands Community Safety
Law Enforcement	Cape Winelands Disaster Grant	-	146 959	146 959	Adjust the budget in line with the roll-over of unspent Cape Winelands Disaster Grant.
Sub Total: Community and Protection Services		-	**630 959**	**630 959**	

ROLL-OVER ADJUSTMENTS BUDGET FOR THE FINANCIAL PERIOD 2022 – 2023
AUGUST 2022

Adjustments to Operational Expenditure

The revised operational expenditure budget per Directorate is as follows:

Directorate	Approved Budget	Grant funds rolled-over	Adjustments Budget
Municipal Manager	27 432 083	-	27 432 083
Planning & Development Services	87 864 603	-	87 864 603
Community and Protection Services	419 003 125	630 959	419 634 084
Infrastructure Services	1 258 869 331	-	1 258 869 331
Corporate Services	210 683 035	-	210 683 035
Financial Services	98 212 632	-	98 212 632
Total Expenditure	**2 102 064 809**	**630 959**	**2 102 695 768**

Department	Item Description	Approved Budget	Adjustment	Adjusted Budget	Motivation
Community and Protection Services					
Law Enforcement	Employee Related Cost: Basic Salaries and Wages	-	168 000	168 000	Adjust the budget in line with the roll-over of unspent Cape Winelands Community Safety Grant
Traffic Services: Licensing	Employee Related Cost: Basic Salaries and Wages	-	316 000	316 000	Adjust the budget in line with the roll-over of unspent Cape Winelands Community Safety Grant
Law Enforcement	Operational Cost: Uniform and Protective Clothing	-	146 959	146 959	Adjust the budget in line with the roll-over of unspent Cape Winelands Disaster Grant.
Sub Total: Community and Protection Services		**-**	**630 959**	**630 959**	

APPENDIX 3

Adjustments Budget Tables

In accordance with the Budget and Reporting Regulations, the following compulsory schedules are attached (Appendix 3) reflecting the composition and detail of the adjustments budget:

Table name	Table reference
Adjustments Budget Summary	B1
Adjustments Budget Financial Performance by standard classification	B2
Adjustments Budget Financial Performance by vote	B3
Adjustments Budget Financial Performance	B4
Adjustments Budget Capital Expenditure by vote and funding	B5
Adjustments Budget Financial Position	B6
Adjustments Budget Cash Flows	B7
Cash backed reserves/ Accumulated surplus reconciliation	B8
Asset Management	B9
Basic Service Delivery Measurement	B10

Supporting schedules (SB1 – SB20) are attached on Appendix 4.

WC024 Stellenbosch - Table B1 Adjustments Budget Summary -

Description	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
	Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
		1	2	3	4	5	6	7	8		
R thousands	A	A1	B	C	D	E	F	G	H		
Financial Performance											
Property rates	438 941	438 941	–	–	–	–	–	–	438 941	465 278	493 195
Service charges	1 227 651	1 227 651	–	–	–	–	–	–	1 227 651	1 314 222	1 409 583
Investment revenue	20 397	20 397	–	–	–	–	–	–	20 397	21 213	22 062
Transfers recognised - operational	213 380	213 380	–	–	–	–	631	631	214 011	235 923	258 221
Other own revenue	203 412	203 412	–	–	–	–	(0)	(0)	203 412	210 841	218 025
Total Revenue (excluding capital transfers and contributions)	**2 103 783**	**2 103 783**	**–**	**–**	**–**	**–**	**631**	**631**	**2 104 414**	**2 247 477**	**2 401 085**
Employee costs	624 464	624 464	–	–	–	–	484	484	624 948	631 387	668 777
Remuneration of councillors	21 062	21 062	–	–	–	–	–	–	21 062	22 115	23 221
Depreciation & asset impairment	213 118	213 118	–	–	–	–	–	–	213 118	233 224	244 885
Finance charges	67 799	67 799	–	–	–	–	–	–	67 799	80 819	84 829
Inventory consumed and bulk purchases	634 794	633 759	–	–	–	–	–	–	633 759	686 194	741 844
Transfers and grants	14 355	15 355	–	–	–	–	–	–	15 355	14 956	15 585
Other expenditure	526 472	526 507	–	–	–	–	147	147	526 654	555 013	576 127
Total Expenditure	**2 102 065**	**2 102 065**	**–**	**–**	**–**	**–**	**631**	**631**	**2 102 696**	**2 223 708**	**2 355 268**
Surplus/(Deficit)	1 718	1 718	–	–	–	–	(0)	(0)	1 718	23 770	45 817
Transfers and subsidies - capital (monetary allocations) (National / Provincial and District)	120 030	120 030	–	–	–	–	–	–	120 030	80 871	56 426
Transfers and subsidies - capital (monetary allocations) (National / Provincial Departmental Agencies, Households, Non-profit Institutions, Private Enterprises, Public Corporatons, Higher Educational Institutions) & Transfers and subsidies - capital (in-	33 000	33 000	–	–	–	–	–	–	33 000	39 500	50 000
Surplus/(Deficit) after capital transfers & contributions	**154 747**	**154 747**	**–**	**–**	**–**	**–**	**(0)**	**(0)**	**154 747**	**144 141**	**152 243**
Share of surplus/ (deficit) of associate	–	–	–	–	–	–	–	–	–	–	–
Surplus/ (Deficit) for the year	**154 747**	**154 747**	**–**	**–**	**–**	**–**	**(0)**	**(0)**	**154 747**	**144 141**	**152 243**
Capital expenditure & funds sources											
Capital expenditure	409 273	409 273	–	–	–	–	40 479	40 479	449 752	427 269	440 003
Transfers recognised - capital	132 483	132 483	–	–	–	–	–	–	132 483	93 632	95 845
Public contributions & donations	–	–	–	–	–	–	–	–	–	–	–
Borrowing	140 000	140 000	–	–	–	–	25 124	25 124	165 124	160 000	141 000
Internally generated funds	136 790	136 790	–	–	–	–	15 355	15 355	152 145	173 637	203 158
Total sources of capital funds	**409 273**	**409 273**	**–**	**–**	**–**	**–**	**40 479**	**40 479**	**449 752**	**427 269**	**440 003**
Financial position											
Total current assets	644 346	645 381	–	–	–	–	(34 407)	(34 407)	610 974	741 216	821 641
Total non current assets	6 274 346	6 274 346	–	–	–	–	40 479	40 479	6 314 825	6 468 392	6 663 510
Total current liabilities	339 918	340 953	–	–	–	–	6 072	6 072	347 025	375 167	413 519
Total non current liabilities	877 341	877 341	–	–	–	–	–	–	877 341	988 866	1 073 814
Community wealth/Equity	**5 701 434**	**5 701 434**	**–**	**–**	**–**	**–**	**(0)**	**(0)**	**5 701 434**	**5 845 575**	**5 997 818**
Cash flows											
Net cash from (used) operating	348 204	348 204	–	–	–	–	(631)	(631)	347 573	370 016	376 384
Net cash from (used) investing	(409 273)	(409 273)	–	–	–	–	(40 479)	(40 479)	(449 752)	(427 269)	(440 003)
Net cash from (used) financing	92 883	92 883	–	–	–	–	–	–	92 883	112 883	93 883
Cash/cash equivalents at the year end	**249 508**	**249 508**	**–**	**–**	**–**	**–**	**(40 479)**	**(40 479)**	**209 029**	**264 659**	**294 922**
Cash backing/surplus reconciliation											
Cash and investments available	249 508	249 508	–	–	–	–	(40 479)	(40 479)	209 029	309 137	337 870
Application of cash and investments	(115 916)	(115 881)	–	–	–	–	(799)	(799)	(116 681)	(170 748)	(230 914)
Balance - surplus (shortfall)	**365 424**	**365 389**	**–**	**–**	**–**	**–**	**(39 679)**	**(39 679)**	**325 710**	**479 885**	**568 784**
Asset Management											
Asset register summary (WDV)	6 274 346	6 274 346	–	–	–	–	40 479	40 479	6 314 825	6 468 392	6 663 510
Depreciation	213 118	213 118	–	–	–	–	–	–	213 118	233 224	244 885
Renewal and Upgrading of Existing Assets	31 358	31 358	–	–	–	–	–	–	31 358	23 634	70 628
Repairs and Maintenance	107 541	107 541	–	–	–	–	–	–	107 541	110 524	116 484
Free services											
Cost of Free Basic Services provided	(57 014)	(57 014)	–	–	–	–	–	–	(57 014)	(57 698)	(61 517)
Revenue cost of free services provided	(57 671)	(57 671)	–	–	–	–	–	–	(57 671)	(61 131)	(64 799)
Households below minimum service level											
Water:	1	1	–	–	–	–	–	–	1	1	1
Sanitation/sewerage:	1	1	–	–	–	–	–	–	1	1	1
Energy:	2	2	–	–	–	–	–	–	2	1	1
Refuse:	4	4	–	–	–	–	–	–	4	4	3

WC024 Stellenbosch - Table B2 Adjustments Budget Financial Performance (functional classification) -

Standard Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
			5	6	7	8	9	10	11	12		
R thousands	1, 4	A	A1	B	C	D	E	F	G	H		
Revenue - Functional												
Governance and administration		**546 657**	**546 657**	–	–	–	–	**0**	**0**	**546 657**	**580 520**	**617 187**
Executive and council		771	771	–	–	–	–	–	–	771	810	850
Finance and administration		545 886	545 886	–	–	–	–	0	0	545 886	579 710	616 337
Internal audit		–	–	–	–	–	–	–	–	–	–	–
Community and public safety		**180 572**	**180 572**	–	–	–	–	**631**	**631**	**181 203**	**183 436**	**189 662**
Community and social services		18 285	18 285	–	–	–	–	–	–	18 285	15 424	16 131
Sport and recreation		1 564	1 564	–	–	–	–	–	–	1 564	824	865
Public safety		148 586	148 586	–	–	–	–	631	631	149 217	152 957	158 032
Housing		12 136	12 136	–	–	–	–	0	0	12 136	14 231	14 635
Health		–	–	–	–	–	–	–	–	–	–	–
Economic and environmental services		**145 034**	**145 034**	–	–	–	–	–	–	**145 034**	**145 824**	**134 471**
Planning and development		142 206	142 206	–	–	–	–	–	–	142 206	143 569	131 501
Road transport		1 503	1 503	–	–	–	–	–	–	1 503	1 553	2 232
Environmental protection		1 325	1 325	–	–	–	–	–	–	1 325	702	738
Trading services		**1 384 432**	**1 384 432**	–	–	–	–	**(0)**	**(0)**	**1 384 432**	**1 457 944**	**1 566 061**
Energy sources		920 200	920 200	–	–	–	–	(0)	(0)	920 200	961 860	1 035 343
Water management		181 107	181 107	–	–	–	–	–	–	181 107	191 464	202 862
Waste water management		149 836	149 836	–	–	–	–	(0)	(0)	149 836	160 167	171 272
Waste management		133 289	133 289	–	–	–	–	(0)	(0)	133 289	144 453	156 584
Other		**118**	**118**	–	–	–	–	–	–	**118**	**124**	**130**
Total Revenue - Functional	2	**2 256 812**	**2 256 812**	–	–	–	–	**631**	**631**	**2 257 443**	**2 367 849**	**2 507 511**
Expenditure - Functional												
Governance and administration		**332 785**	**324 570**	–	–	–	–	–	–	**324 570**	**357 564**	**375 191**
Executive and council		33 555	33 555	–	–	–	–	–	–	33 555	35 206	36 933
Finance and administration		285 492	277 277	–	–	–	–	–	–	277 277	308 184	323 622
Internal audit		13 738	13 738	–	–	–	–	–	–	13 738	14 174	14 636
Community and public safety		**415 276**	**422 928**	–	–	–	–	**631**	**631**	**423 559**	**424 137**	**441 209**
Community and social services		52 304	53 833	–	–	–	–	–	–	53 833	52 228	55 770
Sport and recreation		65 531	70 244	–	–	–	–	–	–	70 244	68 291	72 039
Public safety		264 286	264 286	–	–	–	–	631	631	264 916	271 182	280 231
Housing		33 155	34 567	–	–	–	–	–	–	34 567	32 436	33 168
Health		–	–	–	–	–	–	–	–	–	–	–
Economic and environmental services		**212 066**	**212 256**	–	–	–	–	–	–	**212 256**	**234 559**	**249 246**
Planning and development		80 010	80 124	–	–	–	–	–	–	80 124	96 466	104 160
Road transport		107 911	107 911	–	–	–	–	–	–	107 911	113 334	119 037
Environmental protection		24 146	24 221	–	–	–	–	–	–	24 221	24 758	26 049
Trading services		**1 141 937**	**1 142 311**	–	–	–	–	–	–	**1 142 311**	**1 207 448**	**1 289 623**
Energy sources		678 534	678 584	–	–	–	–	–	–	678 584	729 865	788 098
Water management		132 424	132 394	–	–	–	–	–	–	132 394	152 664	159 573
Waste water management		199 471	199 471	–	–	–	–	–	–	199 471	216 701	228 223
Waste management		131 508	131 861	–	–	–	–	–	–	131 861	108 218	113 729
Other		–	–	–	–	–	–	–	–	–	–	–
Total Expenditure - Functional	3	**2 102 065**	**2 102 065**	–	–	–	–	**631**	**631**	**2 102 696**	**2 223 708**	**2 355 268**
Surplus/ (Deficit) for the year		**154 747**	**154 747**	–	–	–	–	**(0)**	**(0)**	**154 747**	**144 141**	**152 243**

WC024 Stellenbosch - Table B3 Adjustments Budget Financial Performance (revenue and expenditure by municipal vote) -

Vote Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
[Insert departmental structure etc]			3	4	5	6	7	8	9	10		
R thousands		A	A1	B	C	D	E	F	G	H		
Revenue by Vote	1											
Vote 1 - OFFICE OF THE MUNICIPAL MANAGER		–	–	–	–	–	–	–	–	–	–	–
Vote 2 - PLANNING AND DEVELOPMENT SERVICES		22 399	22 399	–	–	–	–	0	0	22 399	23 901	24 692
Vote 3 - INFRASTRUCTURE SERVICES		1 517 037	1 517 037	–	–	–	–	(0)	(0)	1 517 037	1 592 514	1 688 810
Vote 4 - COMMUNITY AND PROTECTION SERVICES		170 719	170 719	–	–	–	–	631	631	171 350	170 914	176 822
Vote 5 - CORPORATE SERVICES		11 657	11 657	–	–	–	–	–	–	11 657	12 240	12 852
Vote 6 - FINANCIAL SERVICES		535 000	535 000	–	–	–	–	0	0	535 000	568 280	604 335
Total Revenue by Vote	2	**2 256 812**	**2 256 812**	–	–	–	–	**631**	**631**	**2 257 443**	**2 367 849**	**2 507 511**
Expenditure by Vote	1											
Vote 1 - OFFICE OF THE MUNICIPAL MANAGER		27 432	27 432	–	–	–	–	–	–	27 432	28 603	29 840
Vote 2 - PLANNING AND DEVELOPMENT SERVICES		87 865	87 865	–	–	–	–	–	–	87 865	87 724	92 347
Vote 3 - INFRASTRUCTURE SERVICES		1 258 869	1 258 869	–	–	–	–	–	–	1 258 869	1 344 865	1 435 685
Vote 4 - COMMUNITY AND PROTECTION SERVICES		419 003	419 003	–	–	–	–	631	631	419 634	429 824	448 116
Vote 5 - CORPORATE SERVICES		210 683	210 683	–	–	–	–	–	–	210 683	223 983	235 221
Vote 6 - FINANCIAL SERVICES		98 213	98 213	–	–	–	–	–	–	98 213	108 709	114 059
Total Expenditure by Vote	2	**2 102 065**	**2 102 065**	–	–	–	–	**631**	**631**	**2 102 696**	**2 223 708**	**2 355 268**
Surplus/ (Deficit) for the year	2	**154 747**	**154 747**	–	–	–	–	**(0)**	**(0)**	**154 747**	**144 141**	**152 243**

WC024 Stellenbosch - Table B4 Adjustments Budget Financial Performance (revenue and expenditure) -

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands	1	A	3 A1	4 B	5 C	6 D	7 E	8 F	9 G	10 H		
Revenue By Source												
Property rates	2	438 941	438 941	–	–	–	–	–	–	438 941	465 278	493 195
Service charges - electricity revenue	2	846 763	846 763	–	–	–	–	–	–	846 763	909 005	978 001
Service charges - water revenue	2	176 783	176 783	–	–	–	–	–	–	176 783	186 967	198 185
Service charges - sanitation revenue	2	109 134	109 134	–	–	–	–	–	–	109 134	115 682	122 623
Service charges - refuse revenue	2	94 971	94 971	–	–	–	–	–	–	94 971	102 569	110 775
Service charges - other		–	–	–	–	–	–	–	–	–	–	–
Rental of facilities and equipment		15 538	15 538	–	–	–	–	0	0	15 538	16 315	17 130
Interest earned - external investments		20 397	20 397	–	–	–	–	–	–	20 397	21 213	22 062
Interest earned - outstanding debtors		11 391	11 391	–	–	–	–	(0)	(0)	11 391	11 835	12 297
Dividends received		–	–	–	–	–	–	–	–	–	–	–
Fines, penalties and forfeits		124 955	124 955	–	–	–	–	–	–	124 955	128 704	132 565
Licences and permits		5 934	5 934	–	–	–	–	–	–	5 934	6 231	6 542
Agency services		4 281	4 281	–	–	–	–	–	–	4 281	4 495	4 720
Transfers and subsidies		213 380	213 380	–	–	–	–	631	631	214 011	235 923	258 221
Other revenue	2	41 313	41 313	–	–	–	–	–	–	41 313	43 262	44 770
Gains		–	–	–	–	–	–	–	–	–	–	–
Total Revenue (excluding capital transfers and contributions)		**2 103 783**	**2 103 783**	**–**	**–**	**–**	**–**	**631**	**631**	**2 104 414**	**2 247 477**	**2 401 085**
Expenditure By Type												
Employee related costs		624 464	624 464	–	–	–	–	484	484	624 948	631 387	668 777
Remuneration of councillors		21 062	21 062	–	–	–	–	–	–	21 062	22 115	23 221
Debt impairment		97 842	97 842	–	–	–	–	–	–	97 842	107 325	107 419
Depreciation & asset impairment		213 118	213 118	–	–	–	–	–	–	213 118	233 224	244 885
Finance charges		67 799	67 799	–	–	–	–	–	–	67 799	80 819	84 829
Bulk purchases - electricity		551 412	551 412	–	–	–	–	–	–	551 412	598 889	650 453
Inventory Consumed		83 382	82 347	–	–	–	–	–	–	82 347	87 305	91 390
Contracted services		269 226	268 360	–	–	–	–	–	–	268 360	284 142	299 452
Transfers and subsidies		14 355	15 355	–	–	–	–	–	–	15 355	14 956	15 585
Other expenditure		159 403	160 305	–	–	–	–	147	147	160 451	163 547	169 256
Losses		–	–	–	–	–	–	–	–	–	–	–
Total Expenditure		**2 102 065**	**2 102 065**	**–**	**–**	**–**	**–**	**631**	**631**	**2 102 696**	**2 223 708**	**2 355 268**
Surplus/(Deficit)		**1 718**	**1 718**	**–**	**–**	**–**	**–**	**(0)**	**(0)**	**1 718**	**23 770**	**45 817**
Transfers and subsidies - capital (monetary allocations) (National / Provincial and District)		120 030	120 030	–	–	–	–	–	–	120 030	80 871	56 426
Transfers and subsidies - capital (monetary allocations) (National / Provincial Departmental Agencies, Households, Non-profit Institutions, Private Enterprises, Public Corporations, Higher Educational Institutions)		33 000	33 000	–	–	–	–	–	–	33 000	39 500	50 000
Transfers and subsidies - capital (in-kind - all)		–	–	–	–	–	–	–	–	–	–	–
Surplus/(Deficit) before taxation		**154 747**	**154 747**	**–**	**–**	**–**	**–**	**(0)**	**(0)**	**154 747**	**144 141**	**152 243**
Taxation		–	–	–	–	–	–	–	–	–	–	–
Surplus/(Deficit) after taxation		**154 747**	**154 747**	**–**	**–**	**–**	**–**	**(0)**	**(0)**	**154 747**	**144 141**	**152 243**
Attributable to minorities		–	–	–	–	–	–	–	–	–	–	–
Surplus/(Deficit) attributable to municipality		**154 747**	**154 747**	**–**	**–**	**–**	**–**	**(0)**	**(0)**	**154 747**	**144 141**	**152 243**
Share of surplus/ (deficit) of associate		–	–	–	–	–	–	–	–	–	–	–
Surplus/ (Deficit) for the year		**154 747**	**154 747**	**–**	**–**	**–**	**–**	**(0)**	**(0)**	**154 747**	**144 141**	**152 243**

WC024 Stellenbosch - Table B5 Adjustments Capital Expenditure Budget by vote and funding -

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	5 A1	6 B	7 C	8 D	9 E	10 F	11 G	12 H		
Capital expenditure - Vote												
Multi-year expenditure *to be adjusted*	2											
Vote 1 - OFFICE OF THE MUNICIPAL MANAGER		40	40	–	–	–	–	–	–	40	40	40
Vote 2 - PLANNING AND DEVELOPMENT SERVICES		15 185	15 185	–	–	–	–	2 993	2 993	18 178	20 156	21 760
Vote 3 - INFRASTRUCTURE SERVICES		324 747	324 747	–	–	–	–	26 938	26 938	351 686	366 727	371 128
Vote 4 - COMMUNITY AND PROTECTION SERVICES		24 197	24 197	–	–	–	–	4 387	4 387	28 584	22 846	25 760
Vote 5 - CORPORATE SERVICES		37 200	37 200	–	–	–	–	5 050	5 050	42 250	12 750	12 550
Vote 6 - FINANCIAL SERVICES		250	250	–	–	–	–	–	–	250	250	250
Capital multi-year expenditure sub-total	3	401 619	401 619	–	–	–	–	39 368	39 368	440 988	422 769	431 508
Single-year expenditure *to be adjusted*	2											
Vote 1 - OFFICE OF THE MUNICIPAL MANAGER		–	–	–	–	–	–	–	–	–	–	–
Vote 2 - PLANNING AND DEVELOPMENT SERVICES		–	–	–	–	–	–	33	33	33	–	–
Vote 3 - INFRASTRUCTURE SERVICES		300	300	–	–	–	–	–	–	300	300	300
Vote 4 - COMMUNITY AND PROTECTION SERVICES		2 654	2 654	–	–	–	–	138	138	2 792	3 000	6 595
Vote 5 - CORPORATE SERVICES		4 700	4 700	–	–	–	–	939	939	5 639	1 200	1 600
Vote 6 - FINANCIAL SERVICES		–	–	–	–	–	–	–	–	–	–	–
Capital single-year expenditure sub-total		7 654	7 654	–	–	–	–	1 110	1 110	8 764	4 500	8 495
Total Capital Expenditure - Vote		409 273	409 273	–	–	–	–	40 479	40 479	449 752	427 269	440 003
Capital Expenditure - Functional												
Governance and administration		42 190	42 190	–	–	–	–	5 989	5 989	48 179	14 240	14 440
Executive and council		40	40	–	–	–	–	–	–	40	40	40
Finance and administration		42 150	42 150	–	–	–	–	5 989	5 989	48 139	14 200	14 400
Internal audit		–	–	–	–	–	–	–	–	–	–	–
Community and public safety		34 292	34 292	–	–	–	–	3 503	3 503	37 795	39 372	43 040
Community and social services		8 880	8 880	–	–	–	–	137	137	9 017	10 105	2 310
Sport and recreation		6 677	6 677	–	–	–	–	888	888	7 565	5 511	11 000
Public safety		3 550	3 550	–	–	–	–	2 478	2 478	6 028	5 600	7 950
Housing		15 185	15 185	–	–	–	–	–	–	15 185	18 156	21 780
Health		–	–	–	–	–	–	–	–	–	–	–
Economic and environmental services		93 005	93 005	–	–	–	–	4 576	4 576	97 582	103 560	70 452
Planning and development		21 350	21 350	–	–	–	–	3 026	3 026	24 376	23 180	–
Road transport		64 135	64 135	–	–	–	–	529	529	64 664	77 630	62 102
Environmental protection		7 520	7 520	–	–	–	–	1 022	1 022	8 542	2 750	8 350
Trading services		239 786	239 786	–	–	–	–	26 410	26 410	266 196	270 097	312 072
Energy sources		77 471	77 471	–	–	–	–	6 868	6 868	84 339	56 802	135 572
Water management		46 669	46 669	–	–	–	–	10 682	10 682	57 352	98 050	106 150
Waste water management		57 300	57 300	–	–	–	–	6 729	6 729	64 029	55 300	55 700
Waste management		58 345	58 345	–	–	–	–	2 130	2 130	60 475	61 945	14 650
Other		–	–	–	–	–	–	–	–	–	–	–
Total Capital Expenditure - Functional	3	409 273	409 273	–	–	–	–	40 479	40 479	449 752	427 269	440 003
Funded by:												
National Government		90 810	90 810	–	–	–	–	–	–	90 810	46 008	47 899
Provincial Government		29 220	29 220	–	–	–	–	–	–	29 220	34 863	7 900
District Municipality		–	–	–	–	–	–	–	–	–	–	–
Transfers and subsidies - capital (monetary allocations) (National / Provincial Departmental Agencies, Households, Non-profit Institutions, Private Enterprises, Public Corporatons, Higher Educational Institutions)		12 454	12 454	–	–	–	–	–	–	12 454	12 761	40 046
Transfers recognised - capital	4	132 483	132 483	–	–	–	–	–	–	132 483	93 632	95 845
Borrowing		140 000	140 000	–	–	–	–	25 124	25 124	165 124	160 000	141 000
Internally generated funds		136 790	136 790	–	–	–	–	15 355	15 355	152 145	173 637	203 158
Total Capital Funding		409 273	409 273	–	–	–	–	40 479	40 479	449 752	427 269	440 003

WC024 Stellenbosch - Table B6 Adjustments Budget Financial Position -

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	3	4	5	6	7	8	9	10		
ASSETS												
Current assets												
Cash		60 819	60 819	–	–	–	–	(40 479)	(40 479)	20 340	101 095	109 700
Call investment deposits	1	188 689	188 689	–	–	–	–	–	–	188 689	208 043	228 170
Consumer debtors	1	248 872	248 872	–	–	–	–	(0)	(0)	248 872	279 333	313 071
Other debtors		103 499	103 499	–	–	–	–	6 072	6 072	109 571	121 088	141 660
Current portion of long-term receivables		–	–	–	–	–	–	–	–	–	–	–
Inventory		42 467	43 502	–	–	–	–	–	–	43 502	31 658	29 039
Total current assets		644 346	645 381	–	–	–	–	(34 407)	(34 407)	610 974	741 216	821 641
Non current assets												
Long-term receivables		–	–	–	–	–	–	–	–	–	–	–
Investments		–	–	–	–	–	–	–	–	–	–	–
Investment property		415 362	415 362	–	–	–	–	–	–	415 362	415 076	414 774
Investment in Associate		–	–	–	–	–	–	–	–	–	–	–
Property, plant and equipment	1	5 835 067	5 835 067	–	–	–	–	38 672	38 672	5 873 738	6 030 955	6 228 021
Agricultural		–	–	–	–	–	–	–	–	–	–	–
Biological		6 571	6 571	–	–	–	–	–	–	6 571	6 821	7 071
Intangible		6 480	6 480	–	–	–	–	–	–	6 480	4 674	2 777
Other non-current assets		10 865	10 865	–	–	–	–	1 807	1 807	12 672	10 865	10 865
Total non current assets		6 274 346	6 274 346	–	–	–	–	40 479	40 479	6 314 825	6 488 392	6 663 510
TOTAL ASSETS		6 918 692	6 919 727	–	–	–	–	6 072	6 072	6 925 799	7 209 607	7 485 151
LIABILITIES												
Current liabilities												
Bank overdraft		–	–	–	–	–	–	–	–	–	–	–
Borrowing		50 847	50 847	–	–	–	–	–	–	50 847	63 692	84 631
Consumer deposits		22 961	22 961	–	–	–	–	–	–	22 961	22 961	22 961
Trade and other payables		137 777	138 812	–	–	–	–	6 072	6 072	144 884	130 754	117 007
Provisions		128 332	128 332	–	–	–	–	–	–	128 332	157 760	188 920
Total current liabilities		339 918	340 953	–	–	–	–	6 072	6 072	347 025	375 167	413 519
Non current liabilities												
Borrowing	1	524 045	524 045	–	–	–	–	–	–	524 045	624 083	697 027
Provisions	1	353 295	353 295	–	–	–	–	–	–	353 295	364 782	376 786
Total non current liabilities		877 341	877 341	–	–	–	–	–	–	877 341	988 866	1 073 814
TOTAL LIABILITIES		1 217 259	1 218 294	–	–	–	–	6 072	6 072	1 224 365	1 364 033	1 487 333
NET ASSETS	2	5 701 434	5 701 434	–	–	–	–	(0)	(0)	5 701 434	5 845 575	5 997 818
COMMUNITY WEALTH/EQUITY												
Accumulated Surplus/(Deficit)		5 676 719	5 676 719	–	–	–	–	(0)	(0)	5 676 719	5 814 497	5 951 898
Reserves		24 715	24 715	–	–	–	–	–	–	24 715	31 078	45 920
TOTAL COMMUNITY WEALTH/EQUITY		5 701 434	5 701 434	–	–	–	–	(0)	(0)	5 701 434	5 845 575	5 997 818

WC024 Stellenbosch - Table B7 Adjustments Budget Cash Flows -

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
			3	4	5	6	7	8	9	10		
R thousands		A	A1	B	C	D	E	F	G	H		
CASH FLOW FROM OPERATING ACTIVITIES												
Receipts												
Property rates		421 433	421 433	–	–	–	–	–	–	421 433	446 718	473 520
Service charges		1 339 862	1 339 862	–	–	–	–	–	–	1 339 862	1 434 651	1 538 760
Other revenue		354 937	354 937	–	–	–	–	–	–	354 937	374 366	394 083
Transfers and Subsidies - Operational	1	241 730	241 730	–	–	–	–	(0)	(0)	241 730	241 923	264 500
Transfers and Subsidies - Capital	1	124 900	124 900	–	–	–	–	–	–	124 900	114 371	99 060
Interest		20 397	20 397	–	–	–	–	–	–	20 397	21 213	22 062
Dividends		–	–	–	–	–	–	–	–	–	–	–
Payments												
Suppliers and employees		(2 073 904)	(2 073 904)	–	–	–	–	(631)	(631)	(2 074 535)	(2 168 949)	(2 317 191)
Finance charges		(66 796)	(66 796)	–	–	–	–	–	–	(66 796)	(79 332)	(82 825)
Transfers and Grants	1	(14 355)	(14 355)	–	–	–	–	–	–	(14 355)	(14 956)	(15 585)
NET CASH FROM/(USED) OPERATING ACTIVITIES		**348 204**	**348 204**	**–**	**–**	**–**	**–**	**(631)**	**(631)**	**347 573**	**370 016**	**376 384**
CASH FLOWS FROM INVESTING ACTIVITIES												
Receipts												
Proceeds on disposal of PPE		–	–	–	–	–	–	–	–	–	–	–
Decrease (increase) in non-current receivables		–	–	–	–	–	–	–	–	–	–	–
Decrease (increase) in non-current investments		–	–	–	–	–	–	–	–	–	–	–
Payments												
Capital assets		(409 273)	(409 273)	–	–	–	–	(40 479)	(40 479)	(449 752)	(427 269)	(440 003)
NET CASH FROM/(USED) INVESTING ACTIVITIES		**(409 273)**	**(409 273)**	**–**	**–**	**–**	**–**	**(40 479)**	**(40 479)**	**(449 752)**	**(427 269)**	**(440 003)**
CASH FLOWS FROM FINANCING ACTIVITIES												
Receipts												
Short term loans		–	–	–	–	–	–	–	–	–	–	–
Borrowing long term/refinancing		140 000	140 000	–	–	–	–	–	–	140 000	160 000	141 000
Increase (decrease) in consumer deposits		–	–	–	–	–	–	–	–	–	–	–
Payments												
Repayment of borrowing		(47 117)	(47 117)	–	–	–	–	–	–	(47 117)	(47 117)	(47 117)
NET CASH FROM/(USED) FINANCING ACTIVITIES		**92 883**	**92 883**	**–**	**–**	**–**	**–**	**–**	**–**	**92 883**	**112 883**	**93 883**
NET INCREASE/ (DECREASE) IN CASH HELD		**31 813**	**31 813**	**–**	**–**	**–**	**–**	**(41 110)**	**(41 110)**	**(9 296)**	**55 629**	**30 263**
Cash/cash equivalents at the year begin:	2	217 695	217 695	–	–	–	–	631	631	218 326	209 029	264 659
Cash/cash equivalents at the year end:	2	249 508	249 508	–	–	–	–	(40 479)	(40 479)	209 029	264 659	294 922

WC024 Stellenbosch - Table B8 Cash backed reserves/accumulated surplus reconciliation -

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
			3	4	5	6	7	8	9	10		
R thousands		A	A1	B	C	D	E	F	G	H		
Cash and investments available												
Cash/cash equivalents at the year end	1	249 508	249 508	–	–	–	–	(40 479)	(40 479)	209 029	264 659	294 922
Other current investments > 90 days		(0)	(0)	–	–	–	–	–	–	–	44 479	42 949
Non current assets - Investments	1	–	–	–	–	–	–	–	–	–	–	–
Cash and investments available:		249 508	249 508	–	–	–	–	(40 479)	(40 479)	209 029	309 137	337 870
Applications of cash and investments												
Unspent conditional transfers		220	220	–	–	–	–	–	–	220	220	(397)
Unspent borrowing		–	–	–	–	–	–	–	–	–	–	–
Statutory requirements		–	–	–	–	–	–	–	–	–	–	–
Other working capital requirements	2	(141 597)	(141 562)					(799)	(799)	(142 361)	(202 821)	(277 243)
Other provisions		745	745	–	–	–	–	–	–	745	775	806
Long term investments committed		–	–					–	–	–	–	–
Reserves to be backed by cash/investments		24 715	24 715					–	–	24 715	31 078	45 920
Total Application of cash and investments:		(115 916)	(115 881)	–	–	–	–	(799)	(799)	(116 681)	(170 748)	(230 914)
Surplus (shortfall)		365 424	365 389	–	–	–	–	(39 679)	(39 679)	325 710	479 885	568 784

WC024 Stellenbosch - Table B9 Asset Management -

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
CAPITAL EXPENDITURE												
Total New Assets to be adjusted	1	234 568	234 568	–	–	–	–	25 698	25 698	260 266	242 164	243 245
Roads Infrastructure		33 400	33 400	–	–	–	–	42	42	33 442	34 100	25 600
Storm water Infrastructure		500	500	–	–	–	–	–	–	500	4 000	3 777
Electrical Infrastructure		52 500	52 500	–	–	–	–	5 254	5 254	57 754	39 743	71 094
Water Supply Infrastructure		49 294	49 294	–	–	–	–	8 974	8 974	58 269	73 086	71 300
Sanitation Infrastructure		2 500	2 500	–	–	–	–	–	–	2 500	5 500	20 000
Solid Waste Infrastructure		57 300	57 300	–	–	–	–	1 869	1 869	59 169	61 700	14 600
Rail Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Coastal Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Information and Communication Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Infrastructure		195 494	195 494	–	–	–	–	16 139	16 139	211 633	218 129	206 370
Community Facilities		–	–	–	–	–	–	2 993	2 993	2 993	–	–
Sport and Recreation Facilities		–	–	–	–	–	–	285	285	285	300	–
Community Assets		–	–	–	–	–	–	3 277	3 277	3 277	300	–
Heritage Assets		–	–	–	–	–	–	–	–	–	–	–
Revenue Generating		–	–	–	–	–	–	–	–	–	–	–
Non-revenue Generating		–	–	–	–	–	–	–	–	–	–	–
Investment properties		–	–	–	–	–	–	–	–	–	–	–
Operational Buildings		15 200	15 200	–	–	–	–	2 202	2 202	17 402	300	1 300
Housing		–	–	–	–	–	–	939	939	939	–	–
Other Assets	6	15 200	15 200	–	–	–	–	3 141	3 141	18 341	300	1 300
Biological or Cultivated Assets		–	–	–	–	–	–	–	–	–	–	–
Servitudes		–	–	–	–	–	–	–	–	–	–	–
Licences and Rights		200	200	–	–	–	–	–	–	200	–	–
Intangible Assets		200	200	–	–	–	–	–	–	200	–	–
Computer Equipment		6 100	6 100	–	–	–	–	1 041	1 041	7 141	4 300	4 300
Furniture and Office Equipment		570	570	–	–	–	–	55	55	625	290	290
Machinery and Equipment		13 204	13 204	–	–	–	–	679	679	13 883	11 295	17 385
Transport Assets		3 800	3 800	–	–	–	–	1 366	1 366	5 166	7 550	13 600
Land		–	–	–	–	–	–	–	–	–	–	–
Zoo's, Marine and Non-biological Animals		–	–	–	–	–	–	–	–	–	–	–
Total Renewal of Existing Assets to be adjusted	2	31 358	31 358	–	–	–	–	–	–	31 358	23 634	70 628
Roads Infrastructure		6 011	6 011	–	–	–	–	–	–	6 011	3 000	3 500
Storm water Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Electrical Infrastructure		12 946	12 946	–	–	–	–	–	–	12 946	12 234	57 078
Water Supply Infrastructure		4 000	4 000	–	–	–	–	–	–	4 000	4 000	4 000
Sanitation Infrastructure		4 000	4 000	–	–	–	–	–	–	4 000	4 000	4 000
Solid Waste Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Rail Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Coastal Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Information and Communication Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Infrastructure		26 958	26 958	–	–	–	–	–	–	26 958	23 234	68 578
Community Facilities		200	200	–	–	–	–	–	–	200	400	2 050
Sport and Recreation Facilities		4 200	4 200	–	–	–	–	–	–	4 200	–	–
Community Assets		4 400	4 400	–	–	–	–	–	–	4 400	400	2 050
Heritage Assets		–	–	–	–	–	–	–	–	–	–	–
Revenue Generating		–	–	–	–	–	–	–	–	–	–	–
Non-revenue Generating		–	–	–	–	–	–	–	–	–	–	–
Investment properties		–	–	–	–	–	–	–	–	–	–	–
Operational Buildings		–	–	–	–	–	–	–	–	–	–	–
Housing		–	–	–	–	–	–	–	–	–	–	–
Other Assets	6	–	–	–	–	–	–	–	–	–	–	–
Biological or Cultivated Assets		–	–	–	–	–	–	–	–	–	–	–
Servitudes		–	–	–	–	–	–	–	–	–	–	–
Licences and Rights		–	–	–	–	–	–	–	–	–	–	–
Intangible Assets		–	–	–	–	–	–	–	–	–	–	–
Computer Equipment		–	–	–	–	–	–	–	–	–	–	–
Furniture and Office Equipment		–	–	–	–	–	–	–	–	–	–	–
Machinery and Equipment		–	–	–	–	–	–	–	–	–	–	–
Transport Assets		–	–	–	–	–	–	–	–	–	–	–
Land		–	–	–	–	–	–	–	–	–	–	–
Zoo's, Marine and Non-biological Animals		–	–	–	–	–	–	–	–	–	–	–

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
Total Upgrading of Existing Assets *to be adjusted*	2a	**143 347**	**143 347**	–	–	–	–	**14 781**	**14 781**	**158 128**	**161 471**	**126 130**
Roads Infrastructure		23 900	23 900	–	–	–	–	450	450	24 350	37 600	23 430
Storm water Infrastructure		–	–	–	–	–	–	37	37	37	–	–
Electrical Infrastructure		11 950	11 950	–	–	–	–	1 904	1 904	13 854	4 750	5 750
Water Supply Infrastructure		24 000	24 000	–	–	–	–	1 708	1 708	25 708	52 080	54 000
Sanitation Infrastructure		46 800	46 800	–	–	–	–	6 729	6 729	53 529	41 300	22 800
Solid Waste Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Rail Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Coastal Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Information and Communication Infrastructure		700	700	–	–	–	–	–	–	700	700	700
Infrastructure		**107 350**	**107 350**	–	–	–	–	**10 828**	**10 828**	**118 178**	**136 430**	**106 680**
Community Facilities		18 486	18 486	–	–	–	–	1 616	1 616	20 102	14 080	1 800
Sport and Recreation Facilities		3 561	3 561	–	–	–	–	9	9	3 570	4 211	5 750
Community Assets		**22 047**	**22 047**	–	–	–	–	**1 625**	**1 625**	**23 672**	**18 291**	**7 550**
Heritage Assets		**7 000**	**7 000**	–	–	–	–	**1 807**	**1 807**	**8 807**	–	–
Revenue Generating		–	–	–	–	–	–	–	–	–	–	–
Non-revenue Generating		3 500	3 500	–	–	–	–	–	–	3 500	–	–
Investment properties		**3 500**	**3 500**	–	–	–	–	–	–	**3 500**	–	–
Operational Buildings		2 700	2 700	–	–	–	–	521	521	3 221	5 500	10 650
Housing		500	500	–	–	–	–	–	–	500	1 000	1 000
Other Assets	6	**3 200**	**3 200**	–	–	–	–	**521**	**521**	**3 721**	**6 500**	**11 650**
Biological or Cultivated Assets		**250**	**250**	–	–	–	–	–	–	**250**	**250**	**250**
Servitudes		–	–	–	–	–	–	–	–	–	–	–
Licences and Rights		–	–	–	–	–	–	–	–	–	–	–
Intangible Assets		–	–	–	–	–	–	–	–	–	–	–
Computer Equipment		–	–	–	–	–	–	–	–	–	–	–
Furniture and Office Equipment		–	–	–	–	–	–	–	–	–	–	–
Machinery and Equipment		–	–	–	–	–	–	–	–	–	–	–
Transport Assets		–	–	–	–	–	–	–	–	–	–	–
Land		–	–	–	–	–	–	–	–	–	–	–
Zoo's, Marine and Non-biological Animals		–	–	–	–	–	–	–	–	–	–	–
Total Capital Expenditure *to be adjusted*	4											
Roads Infrastructure		63 311	63 311	–	–	–	–	492	492	63 803	74 700	52 530
Storm water Infrastructure		500	500	–	–	–	–	37	37	537	4 000	3 777
Electrical Infrastructure		77 396	77 396	–	–	–	–	7 158	7 158	84 554	56 727	133 922
Water Supply Infrastructure		77 294	77 294	–	–	–	–	10 682	10 682	87 977	129 166	129 300
Sanitation Infrastructure		53 300	53 300	–	–	–	–	6 729	6 729	60 029	50 800	46 800
Solid Waste Infrastructure		57 300	57 300	–	–	–	–	1 869	1 869	59 169	61 700	14 600
Rail Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Coastal Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Information and Communication Infrastructure		700	700	–	–	–	–	–	–	700	700	700
Infrastructure		**329 802**	**329 802**	–	–	–	–	**26 967**	**26 967**	**356 769**	**377 793**	**381 628**
Community Facilities		18 686	18 686	–	–	–	–	4 609	4 609	23 295	14 480	3 850
Sport and Recreation Facilities		7 761	7 761	–	–	–	–	294	294	8 055	4 511	5 750
Community Assets		**26 447**	**26 447**	–	–	–	–	**4 902**	**4 902**	**31 349**	**18 991**	**9 600**
Heritage Assets		**7 000**	**7 000**	–	–	–	–	**1 807**	**1 807**	**8 807**	–	–
Revenue Generating		–	–	–	–	–	–	–	–	–	–	–
Non-revenue Generating		3 500	3 500	–	–	–	–	–	–	3 500	–	–
Investment properties		**3 500**	**3 500**	–	–	–	–	–	–	**3 500**	–	–
Operational Buildings		17 900	17 900	–	–	–	–	2 723	2 723	20 623	5 800	11 950
Housing		500	500	–	–	–	–	939	939	1 439	1 000	1 000
Other Assets		**18 400**	**18 400**	–	–	–	–	**3 662**	**3 662**	**22 062**	**6 800**	**12 950**
Biological or Cultivated Assets		**250**	**250**	–	–	–	–	–	–	**250**	**250**	**250**
Servitudes		–	–	–	–	–	–	–	–	–	–	–
Licences and Rights		200	200	–	–	–	–	–	–	200	–	–
Intangible Assets		**200**	**200**	–	–	–	–	–	–	**200**	–	–
Computer Equipment		**6 100**	**6 100**	–	–	–	–	**1 041**	**1 041**	**7 141**	**4 300**	**4 300**
Furniture and Office Equipment		**570**	**570**	–	–	–	–	**55**	**55**	**625**	**290**	**290**
Machinery and Equipment		**13 204**	**13 204**	–	–	–	–	**679**	**679**	**13 883**	**11 295**	**17 385**
Transport Assets		**3 800**	**3 800**	–	–	–	–	**1 366**	**1 366**	**5 166**	**7 550**	**13 600**
Land		–	–	–	–	–	–	–	–	–	–	–
Zoo's, Marine and Non-biological Animals		–	–	–	–	–	–	–	–	–	–	–
TOTAL CAPITAL EXPENDITURE *to be adjusted*	4	**409 273**	**409 273**	–	–	–	–	**40 479**	**40 479**	**449 752**	**427 269**	**440 003**

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
ASSET REGISTER SUMMARY - PPE (WDV)	5											
Roads Infrastructure		857 284	857 284	–	–	–	–	492	492	857 776	883 355	884 824
Storm water Infrastructure		15 035	15 035	–	–	–	–	37	37	15 071	17 934	20 555
Electrical Infrastructure		1 023 585	1 023 585	–	–	–	–	7 158	7 158	1 030 742	1 043 150	1 138 051
Water Supply Infrastructure		1 493 331	1 493 331	–	–	–	–	10 682	10 682	1 504 013	1 583 059	1 670 949
Sanitation Infrastructure		1 031 333	1 031 333	–	–	–	–	6 729	6 729	1 038 063	1 033 099	1 028 412
Solid Waste Infrastructure		110 176	110 176	–	–	–	–	1 869	1 869	112 045	159 983	161 695
Rail Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Coastal Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Information and Communication Infrastructure		2 615	2 615	–	–	–	–	–	–	2 615	2 820	3 001
Infrastructure		4 533 359	4 533 359	–	–	–	–	26 967	26 967	4 560 325	4 723 399	4 907 487
Community Assets		129 353	129 353	–	–	–	–	1 606	1 606	130 959	144 918	149 390
Heritage Assets		10 865	10 865	–	–	–	–	1 807	1 807	12 672	10 865	10 865
Investment properties		415 362	415 362	–	–	–	–	–	–	415 362	415 076	414 774
Other Assets		501 368	501 368	–	–	–	–	3 445	3 445	504 813	496 900	497 433
Biological or Cultivated Assets		6 571	6 571	–	–	–	–	–	–	6 571	6 821	7 071
Intangible Assets		6 480	6 480	–	–	–	–	–	–	6 480	4 674	2 777
Computer Equipment		25 840	25 840	–	–	–	–	1 041	1 041	26 881	21 602	16 936
Furniture and Office Equipment		19 682	19 682	–	–	–	–	3 048	3 048	22 730	16 030	12 181
Machinery and Equipment		75 057	75 057	–	–	–	–	1 199	1 199	76 257	81 856	94 581
Transport Assets		92 747	92 747	–	–	–	–	1 366	1 366	94 113	88 590	92 353
Land		457 660	457 660	–	–	–	–	–	–	457 660	457 660	457 660
Zoo's, Marine and Non-biological Animals		–	–	–	–	–	–	–	–	–	–	–
TOTAL ASSET REGISTER SUMMARY - PPE (WDV)	5	**6 274 346**	**6 274 346**	**–**	**–**	**–**	**–**	**40 479**	**40 479**	**6 314 825**	**6 468 392**	**6 663 510**
EXPENDITURE OTHER ITEMS												
Depreciation & asset impairment		213 118	213 118	–	–	–	–	–	–	213 118	233 224	244 885
Repairs and Maintenance by asset class	3	**107 541**	**107 541**	**–**	**–**	**–**	**–**	**–**	**–**	**107 541**	**110 524**	**116 484**
Roads Infrastructure		20 878	20 878	–	–	–	–	–	–	20 878	21 717	22 595
Storm water Infrastructure		1 230	1 230	–	–	–	–	–	–	1 230	1 281	1 334
Electrical Infrastructure		12 578	12 578	–	–	–	–	–	–	12 578	13 110	13 673
Water Supply Infrastructure		12 423	12 423	–	–	–	–	–	–	12 423	13 014	13 632
Sanitation Infrastructure		10 800	10 800	–	–	–	–	–	–	10 800	11 292	11 806
Solid Waste Infrastructure		4 344	4 344	–	–	–	–	–	–	4 344	4 518	4 699
Rail Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Coastal Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Information and Communication Infrastructure		2 980	2 980	–	–	–	–	–	–	2 980	3 099	3 224
Infrastructure		65 232	65 232	–	–	–	–	–	–	65 232	68 031	70 963
Community Facilities		9 859	9 859	–	–	–	–	–	–	9 859	10 344	10 977
Sport and Recreation Facilities		81	81	–	–	–	–	–	–	81	85	89
Community Assets		9 940	9 940	–	–	–	–	–	–	9 940	10 429	11 066
Heritage Assets		–	–	–	–	–	–	–	–	–	–	–
Revenue Generating		–	–	–	–	–	–	–	–	–	–	–
Non-revenue Generating		–	–	–	–	–	–	–	–	–	–	–
Investment properties		–	–	–	–	–	–	–	–	–	–	–
Operational Buildings		16 000	16 000	–	–	–	–	–	–	16 000	16 800	17 700
Housing		353	353	–	–	–	–	–	–	353	367	1 258
Other Assets		16 353	16 353	–	–	–	–	–	–	16 353	17 167	18 958
Biological or Cultivated Assets		–	–	–	–	–	–	–	–	–	–	–
Servitudes		–	–	–	–	–	–	–	–	–	–	–
Licences and Rights		–	–	–	–	–	–	–	–	–	–	–
Intangible Assets		–	–	–	–	–	–	–	–	–	–	–
Computer Equipment		–	–	–	–	–	–	–	–	–	–	–
Furniture and Office Equipment		4 408	4 408	–	–	–	–	–	–	4 408	2 854	2 962
Machinery and Equipment		552	552	–	–	–	–	–	–	552	574	597
Transport Assets		11 057	11 057	–	–	–	–	–	–	11 057	11 468	11 939
Land		–	–	–	–	–	–	–	–	–	–	–
Zoo's, Marine and Non-biological Animals	6	–	–	–	–	–	–	–	–	–	–	–
TOTAL EXPENDITURE OTHER ITEMS to be adjusted		**320 660**	**320 660**	**–**	**–**	**–**	**–**	**–**	**–**	**320 660**	**343 748**	**361 369**
Renewal and upgrading of Existing Assets as % of total capex		*42.7%*	*42.7%*							*42.1%*	*43.3%*	*44.7%*
Renewal and upgrading of Existing Assets as % of deprecn"		*82.0%*	*82.0%*							*86.9%*	*79.4%*	*80.3%*
R&M as a % of PPE		*1.7%*	*1.7%*							*1.7%*	*1.7%*	*1.7%*
Renewal and upgrading and R&M as a % of PPE		*4.5%*	*4.5%*							*4.7%*	*4.6%*	*4.7%*

WC024 Stellenbosch - Table B10 Basic service delivery measurement -

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
		A	A1	B	C	D	E	F	G	H		
Household service targets	1											
Water:												
Piped water inside dwelling		40 726	40 726						-	40 726	40 776	40 826
Piped water inside yard (but not in dwelling)		4 664	4 664						-	4 664	4 769	4 876
Using public tap (at least min.service level)	2	4 980	4 980						-	4 980	5 084	5 191
Other water supply (at least min.service level)		1 017	1 017						-	1 017	1 240	1 512
Minimum Service Level and Above sub-total		51 387	51 387	-	-	-	-	-	-	51 387	51 869	52 404
Using public tap (< min.service level)	3	979	979						-	979	896	820
Other water supply (< min.service level)	3,4	-	-						-	-	-	-
No water supply		119	119						-	119	90	68
Below Minimum Servic Level sub-total		1 098	1 098	-	-	-	-	-	-	1 098	986	888
Total number of households	5	52 485	52 485	-	-	-	-	-	-	52 485	52 855	53 292
Sanitation/sewerage:												
Flush toilet (connected to sewerage)		46 356	46 356						-	46 356	46 406	46 456
Flush toilet (with septic tank)		2 370	2 370						-	2 370	2 480	2 595
Chemical toilet		433	433						-	433	446	460
Pit toilet (ventilated)		-	-						-	-	-	-
Other toilet provisions (> min.service level)		2 633	2 633						-	2 633	3 101	3 652
Minimum Service Level and Above sub-total		51 792	51 792	-	-	-	-	-	-	51 792	52 433	53 163
Bucket toilet		613	613						-	613	537	470
Other toilet provisions (< min.service level)		-	-						-	-	-	-
No toilet provisions		208	208						-	208	173	144
Below Minimum Servic Level sub-total		821	821	-	-	-	-	-	-	821	710	614
Total number of households	5	52 613	52 613	-	-	-	-	-	-	52 613	53 143	53 777
Energy:												
Electricity (at least min. service level)		15 325	15 325						-	15 325	15 583	15 846
Electricity - prepaid (> min.service level)		35 505	35 505						-	35 505	35 759	36 014
Minimum Service Level and Above sub-total		50 830	50 830	-	-	-	-	-	-	50 830	51 342	51 860
Electricity (< min.service level)		150	150						-	150	150	150
Electricity - prepaid (< min. service level)		-	-						-	-	-	-
Other energy sources		1 485	1 485						-	1 485	1 295	1 129
Below Minimum Servic Level sub-total		1 635	1 635	-	-	-	-	-	-	1 635	1 445	1 279
Total number of households	5	52 465	52 465	-	-	-	-	-	-	52 465	52 787	53 140
Refuse:												
Removed at least once a week (min.service)		48 654	48 654						-	48 654	49 164	49 680
Minimum Service Level and Above sub-total		48 654	48 654	-	-	-	-	-	-	48 654	49 164	49 680
Removed less frequently than once a week		-	-						-	-	-	-
Using communal refuse dump		930	930						-	930	885	841
Using own refuse dump		1 905	1 905						-	1 905	1 815	1 728
Other rubbish disposal		653	653						-	653	609	568
No rubbish disposal		306	306						-	306	288	234
Below Minimum Servic Level sub-total		3 794	3 794	-	-	-	-	-	-	3 794	3 576	3 372
Total number of households	5	52 448	52 448	-	-	-	-	-	-	52 448	52 740	53 052
Households receiving Free Basic Service	15											
Water (6 kilolitres per household per month)		8 277 972	8 277 972						-	8 277 972	5 826 956	6 176 573
Sanitation (free minimum level service)		11 325 696	11 325 696						-	11 325 696	12 005 238	12 725 552
Electricity/other energy (50kwh per household per month)		17 685 253	17 685 253						-	17 685 253	18 562 562	19 607 660
Refuse (removed at least once a week)		19 725 134	19 725 134						-	19 725 134	21 303 145	23 007 397
Cost of Free Basic Services provided (R'000)	16											
Water (6 kilolitres per indigent household per month)		(8 277 972)	(8 277 972)	-	-	-	-	-	-	(8 277 972)	(5 826 956)	(6 176 573)
Sanitation (free sanitation service to indigent households)		(11 325 696)	(11 325 696)	-	-	-	-	-	-	(11 325 696)	(12 005 238)	(12 725 552)
Electricity/other energy (50kwh per indigent household per month)		(17 685 253)	(17 685 253)	-	-	-	-	-	-	(17 685 253)	(18 562 562)	(19 607 660)
Refuse (removed once a week for indigent households)		(19 725 134)	(19 725 134)	-	-	-	-	-	-	(19 725 134)	(21 303 145)	(23 007 397)
Cost of Free Basic Services provided - Informal Formal Settlements (R'000)		-	-	-	-	-	-	-	-	-	-	-
Total cost of FBS provided		(57 014 055)	(57 014 055)	-	-	-	-	-	-	(57 014 055)	(57 697 901)	(61 517 182)
Highest level of free service provided												
Property rates (R'000 value threshold)		250 000	250 000						-	250 000	250 000	250 000
Water (kilolitres per household per month)		6	6						-	6	6	6
Sanitation (kilolitres per household per month)		-	-						-	-	-	-
Sanitation (Rand per household per month)		112	112						-	112	112	112
Electricity (kw per household per month)		100	100						-	100	100	100
Refuse (average litres per week)		250	250						-	250	250	250
Revenue cost of free services provided (R'000)	17											
Property rates (tariff adjustment) (impermissable values per section 17 of MPRA)		-	-	-	-	-	-	-	-	-	-	-
Property rates exemptions, reductions and rebates and impermissable values in excess of section 17 of MPRA)		(57 671 200)	(57 671 200)	-	-	-	-	-	-	(57 671 200)	(61 131 472)	(64 799 360)
Water (in excess of 6 kilolitres per indigent household per month)		-	-	-	-	-	-	-	-	-	-	-
Sanitation (in excess of free sanitation service to indigent households)		-	-	-	-	-	-	-	-	-	-	-
Electricity/other energy (in excess of 50 kwh per indigent household per month)		-	-	-	-	-	-	-	-	-	-	-
Refuse (in excess of one removal a week for indigent households)		-	-	-	-	-	-	-	-	-	-	-
Municipal Housing - rental rebates		-	-	-	-	-	-	-	-	-	-	-
Housing - top structure subsidies	6	-	-	-	-	-	-	-	-	-	-	-
Other		-	-	-	-	-	-	-	-	-	-	-
Total revenue cost of subsidised services provided		(57 671 200)	(57 671 200)	-	-	-	-	-	-	(57 671 200)	(61 131 472)	(64 799 360)

APPENDIX 4

Other supporting documentation (Supporting Schedules)

WC024 Stellenbosch - Supporting Table SB1 Supporting detail to 'Budgeted Financial Performance' -

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
			6	7	8	9	10	11	12	13		
R thousands		A	A1	B	C	D	E	F	G	H		
REVENUE ITEMS:												
Property rates												
Total Property Rates		496 613	496 613	-	-	-	-	-	-	496 613	526 409	557 994
less Revenue Foregone (exemptions, reductions and rebates and impermissable values in excess of section 17 of MPRA)		(57 671)	(57 671)	-	-	-	-	-	-	(57 671)	(61 131)	(64 799)
Net Property Rates		438 941	438 941	-	-	-	-	-	-	438 941	465 278	493 195
Service charges - electricity revenue												
Total Service charges - electricity revenue		864 448	864 448	-	-	-	-	-	-	864 448	927 567	997 609
Less Revenue Foregone (in excess of 50 kwh per indigent household per month)		-	-	-	-	-	-	-	-	-	-	-
Less Cost of Free Basis Services (50 kwh per indigent household per month)		(17 685)	(17 685)	-	-	-	-	-	-	(17 685)	(18 563)	(19 608)
Net Service charges - electricity revenue		846 763	846 763	-	-	-	-	-	-	846 763	909 005	978 001
Service charges - water revenue												
Total Service charges - water revenue		185 061	185 061	-	-	-	-	-	-	185 061	192 794	204 361
less Revenue Foregone (in excess of 6 kilolitres per indigent household per month)		-	-	-	-	-	-	-	-	-	-	-
Less Cost of Free Basis Services (6 kilolitres per indigent household per month)		(8 278)	(8 278)	-	-	-	-	-	-	(8 278)	(5 827)	(6 177)
Net Service charges - water revenue		176 783	176 783	-	-	-	-	-	-	176 783	186 967	198 185
Service charges - sanitation revenue												
Total Service charges - sanitation revenue		120 460	120 460	-	-	-	-	-	-	120 460	127 687	135 348
less Revenue Foregone (in excess of free sanitation service to indigent households)		-	-	-	-	-	-	-	-	-	-	-
Less Cost of Free Basis Services (free sanitation service to indigent households)		(11 326)	(11 326)	-	-	-	-	-	-	(11 326)	(12 005)	(12 726)
Net Service charges - sanitation revenue		109 134	109 134	-	-	-	-	-	-	109 134	115 682	122 623
Service charges - refuse revenue												
Total refuse removal revenue		110 057	110 057	-	-	-	-	-	-	110 057	118 861	126 370
Total landfill revenue		4 640	4 640	-	-	-	-	-	-	4 640	5 011	5 412
less Revenue Foregone (in excess of one removal a week to indigent households)		-	-	-	-	-	-	-	-	-	-	-
Less Cost of Free Basis Services (removed once a week to indigent households)		(19 725)	(19 725)	-	-	-	-	-	-	(19 725)	(21 303)	(23 007)
Net Service charges - refuse revenue		94 971	94 971	-	-	-	-	-	-	94 971	102 569	110 775
Other Revenue By Source												
Fuel Levy		-	-	-	-	-	-	-	-	-	-	-
Other Revenue		41 313	41 313	-	-	-	-	-	-	41 313	43 262	44 770
Discontinued Operations		-	-	-	-	-	-	-	-	-	-	-
Rent on Land		-	-	-	-	-	-	-	-	-	-	-
Operational Revenue		9 604	9 804	-	-	-	-	-	-	9 604	10 103	10 333
Intercompany/Parent-subsidiary Transactions		-	-	-	-	-	-	-	-	-	-	-
Surcharges and Taxes		-	-	-	-	-	-	-	-	-	-	-
Sales of Goods and Rendering of Services		31 708	31 708	-	-	-	-	-	-	31 708	33 156	34 437
Fuel Levy		-	-	-	-	-	-	-	-	-	-	-
Total 'Other' Revenue	1	41 313	41 313	-	-	-	-	-	-	41 313	43 262	44 770
EXPENDITURE ITEMS												
Employee related costs												
Basic Salaries and Wages		382 766	382 766	-	-	-	-	484	484	383 250	375 183	397 205
Pension and UIF Contributions		61 481	61 481	-	-	-	-	-	-	61 481	65 175	69 080
Medical Aid Contributions		27 138	27 138	-	-	-	-	-	-	27 138	28 766	30 492
Overtime		-	-	-	-	-	-	-	-	-	-	-
Performance Bonus		27 836	27 836	-	-	-	-	-	-	27 836	29 506	31 277
Motor Vehicle Allowance		11 416	11 416	-	-	-	-	-	-	11 416	12 101	12 827
Cellphone Allowance		2 611	2 611	-	-	-	-	-	-	2 611	2 767	2 933
Housing Allowances		2 918	2 918	-	-	-	-	-	-	2 918	3 093	3 279
Other benefits and allowances		78 089	78 089	-	-	-	-	-	-	78 089	82 774	87 741
Payments in lieu of leave		-	-	-	-	-	-	-	-	-	-	-
Long service awards		4 501	4 501	-	-	-	-	-	-	4 501	4 771	5 057
Post-retirement benefit obligations	4	25 707	25 707	-	-	-	-	-	-	25 707	27 249	28 884
sub-total		624 464	624 464	-	-	-	-	484	484	624 948	631 387	668 777
Less: Employees costs capitalised to PPE		-	-	-	-	-	-	-	-	-	-	-
Total Employee related costs	1	624 464	624 464	-	-	-	-	484	484	624 948	631 387	668 777
Contributions recognised - capital												
List contributions by contract		-	-	-	-	-	-	-	-	-	-	-
Total Contributions recognised - capital		-	-	-	-	-	-	-	-	-	-	-

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		6 A	6 A1	7 B	8 C	9 D	10 E	11 F	12 G	13 H		
Depreciation & asset impairment												
Depreciation of Property, Plant & Equipment		211 028	211 028	–	–	–	–	–	–	211 028	231 029	242 580
Lease amortisation		2 091	2 091	–	–	–	–	–	–	2 091	2 195	2 305
Capital asset impairment		–	–	–	–	–	–	–	–	–	–	–
Depreciation resulting from revaluation of PPE		–	–	–	–	–	–	–	–	–	–	–
Total Depreciation & asset impairment	1	213 118	213 118	–	–	–	–	–	–	213 118	233 224	244 885
Bulk purchases												
Electricity Bulk Purchases		551 412	551 412	–	–	–	–	–	–	551 412	598 889	650 453
Total bulk purchases	1	551 412	551 412	–	–	–	–	–	–	551 412	598 889	650 453
Transfers and grants												
Cash transfers and grants		14 355	14 355	–	–	–	–	–	–	14 355	14 956	15 585
Non-cash transfers and grants		–	1 000	–	–	–	–	–	–	1 000	–	–
Total transfers and grants		14 355	15 355	–	–	–	–	–	–	15 355	14 956	15 585
Contracted services												
Outsourced Services		110 309	111 312	–	–	–	–	–	–	111 312	103 361	108 671
Consultants and Professional Services		39 147	38 587	–	–	–	–	–	–	38 587	55 945	60 171
Contractors		119 770	118 461	–	–	–	–	–	–	118 461	124 835	130 610
Total contracted services		269 226	268 360	–	–	–	–	–	–	268 360	284 142	299 452
Other Expenditure By Type												
Collection costs		3 572	3 572	–	–	–	–	–	–	3 572	3 786	3 937
Contributions to 'other' provisions		745	745	–	–	–	–	–	–	745	775	806
Audit fees		6 850	5 850	–	–	–	–	–	–	5 850	6 880	6 911
Other Expenditure		148 236	150 137	–	–	–	–	147	147	150 284	152 106	157 802
Total Other Expenditure	1	159 403	160 305	–	–	–	–	147	147	160 451	163 547	169 256
Repairs and Maintenance by Expenditure Item	14											
Employee related costs		–	–	–	–	–	–	–	–	–	–	–
Inventory Consumed (Project Maintenance)		21 939	21 939	–	–	–	–	–	–	21 939	22 933	23 977
Contracted Services		85 602	85 602	–	–	–	–	–	–	85 602	87 591	92 506
Other Expenditure		–	–	–	–	–	–	–	–	–	–	–
Total Repairs and Maintenance Expenditure	15	107 541	107 541	–	–	–	–	–	–	107 541	110 524	116 484
Inventory Consumed												
Inventory Consumed - Water		(335)	(335)	–	–	–	–	–	–	(335)	(510)	(510)
Inventory Consumed - Other		49 839	48 804	–	–	–	–	–	–	48 804	101 153	156 113
Total Inventory Consumed & Other Material		49 504	48 469	–	–	–	–	–	–	48 469	100 642	155 602

WC024 Stellenbosch - Supporting Table SB2 Supporting detail to 'Financial Position Budget' -

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
			4	5	6	7	8	9	10	11		
R thousands		A	A1	B	C	D	E	F	G	H		
ASSETS												
Consumer debtors												
Consumer debtors		475 454	475 454	–	–	–	–	(0)	(0)	475 454	513 384	554 667
Less: provision for debt impairment		(226 581)	(226 581)	–	–	–	–	–	–	(226 581)	(234 051)	(241 595)
Total Consumer debtors	1	**248 872**	**248 872**	–	–	–	–	**(0)**	**(0)**	**248 872**	**279 333**	**313 071**
Debt impairment provision												
Balance at the beginning of the year		(211 151)	(211 151)	–	–	–	–	–	–	(211 151)	(206 221)	(213 691)
Contributions to the provision		4 929	4 929	–	–	–	–	–	–	4 929	(7 470)	(7 544)
Bad debts written off		(20 360)	(20 360)	–	–	–	–	–	–	(20 360)	(20 360)	(20 360)
Balance at end of year		**(226 581)**	**(226 581)**	–	–	–	–	–	–	**(226 581)**	**(234 051)**	**(241 595)**
Inventory												
Water												
Opening Balance		–								–	335	510
System Input Volume		33 878	33 878	–	–	–	–	–	–	33 878	35 131	36 430
Water Treatment Works		33 878	33 878	–	–	–	–	–	–	33 878	35 131	36 430
Bulk Purchases		–	–	–	–	–	–	–	–	–	–	–
Natural Sources		–	–	–	–	–	–	–	–	–	–	–
Authorised Consumption	12	**(33 543)**	**(33 543)**	–	–	–	–	–	–	**(33 543)**	**(34 956)**	**(36 430)**
Billed Authorised Consumption		**(33 543)**	**(33 543)**	–	–	–	–	–	–	**(33 543)**	**(34 956)**	**(36 430)**
Billed Metered Consumption		**(33 543)**	**(33 543)**	–	–	–	–	–	–	**(33 543)**	**(34 956)**	**(36 430)**
Free Basic Water		–	–	–	–	–	–	–	–	–	–	–
Subsidised Water		(33 543)	(33 543)	–	–	–	–	–	–	(33 543)	(34 956)	(36 430)
Revenue Water		–	–	–	–	–	–	–	–	–	–	–
Billed Unmetered Consumption		–	–	–	–	–	–	–	–	–	–	–
Free Basic Water		–	–	–	–	–	–	–	–	–	–	–
Subsidised Water		–	–	–	–	–	–	–	–	–	–	–
Revenue Water		–	–	–	–	–	–	–	–	–	–	–
UnBilled Authorised Consumption		–	–	–	–	–	–	–	–	–	–	–
Unbilled Metered Consumption		–	–	–	–	–	–	–	–	–	–	–
Unbilled Unmetered Consumption		–	–	–	–	–	–	–	–	–	–	–
Water Losses		–	–	–	–	–	–	–	–	–	–	–
Apparent losses		–	–	–	–	–	–	–	–	–	–	–
Unauthorised Consumption		–	–	–	–	–	–	–	–	–	–	–
Customer Meter Inaccuracies		–	–	–	–	–	–	–	–	–	–	–
Real losses		–	–	–	–	–	–	–	–	–	–	–
Leakage on Transmission and Distribution Mains		–	–	–	–	–	–	–	–	–	–	–
Leakage and Overflows at Storage Tanks/Reservoirs		–	–	–	–	–	–	–	–	–	–	–
Leakage on Service Connections up to the point of Customer M		–	–	–	–	–	–	–	–	–	–	–
Data Transfer and Management Errors		–	–	–	–	–	–	–	–	–	–	–
Unavoidable Annual Real Losses		–	–	–	–	–	–	–	–	–	–	–
Non-revenue Water		–	–	–	–	–	–	–	–	–	–	–
Closing Balance Water		**335**	**335**	–	–	–	–	–	–	**335**	**510**	**510**
Agricultural												
Opening Balance		–								–	–	–
Acquisitions		–	–	–	–	–	–	–	–	–	–	–
Issues	13	–	–	–	–	–	–	–	–	–	–	–
Adjustments	14	–	–	–	–	–	–	–	–	–	–	–
Write-offs	15	–	–	–	–	–	–	–	–	–	–	–
Closing balance - Agricultural		–	–	–	–	–	–	–	–	–	–	–
Consumables												
Standard Rated												
Opening Balance		–								–	(6 324)	(12 905)
Acquisitions		(6 341)	(6 324)	–	–	–	–	–	–	(6 324)	(6 581)	(6 832)
Issues	13	–	–	–	–	–	–	–	–	–	–	–
Adjustments	14	–	–	–	–	–	–	–	–	–	–	–
Write-offs	15	–	–	–	–	–	–	–	–	–	–	–
Closing balance - Consumables Standard Rated		**(6 341)**	**(6 324)**	–	–	–	–	–	–	**(6 324)**	**(12 905)**	**(19 737)**
Zero Rated												
Opening Balance		–								–	(17 073)	(35 254)
Acquisitions		(17 071)	(17 073)	–	–	–	–	–	–	(17 073)	(18 181)	(19 325)
Issues	13	–	–	–	–	–	–	–	–	–	–	–
Adjustments	14	–	–	–	–	–	–	–	–	–	–	–
Write-offs	15	–	–	–	–	–	–	–	–	–	–	–
Closing balance - Consumables Zero Rated		**(17 071)**	**(17 073)**	–	–	–	–	–	–	**(17 073)**	**(35 254)**	**(54 579)**
Finished Goods												

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
			4	5	6	7	8	9	10	11		
R thousands		A	A1	B	C	D	E	F	G	H		
Opening Balance		-								-	-	-
Acquisitions		-	-	-	-	-	-	-	-	-	-	-
Issues	13	-	-	-	-	-	-	-	-	-	-	-
Adjustments	14	-	-	-	-	-	-	-	-	-	-	-
Write-offs	15	-	-	-	-	-	-	-	-	-	-	-
Closing balance - Finished Goods		-	-	-	-	-	-	-	-	-	-	-

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
		4		5	6	7	8	9	10	11		
R thousands		A	A1	B	C	D	E	F	G	H		
Materials and Supplies												
Opening Balance		–								–	(25 408)	(52 994)
Acquisitions		(26 428)	(25 408)	–	–	–	–	–	–	(25 408)	(27 587)	(28 803)
Issues	13	–	–	–	–	–	–	–	–	–	–	–
Adjustments	14	–	–	–	–	–	–	–	–	–	–	–
Write-offs	15	–	–	–	–	–	–	–	–	–	–	–
Closing balance - Materials and Supplies		(26 428)	(25 408)	–	–	–	–	–	–	(25 408)	(52 994)	(81 797)
Work-in-progress												
Opening Balance		–								–	–	–
Materials		–	–	–	–	–	–	–	–	–	–	–
Transfers		–	–	–	–	–	–	–	–	–	–	–
Closing balance - Work-in-progress		–	–	–	–	–	–	–	–	–	–	–
Housing Stock												
Opening Balance		–								–	–	–
Acquisitions		–	–	–	–	–	–	–	–	–	–	–
Transfers		–	–	–	–	–	–	–	–	–	–	–
Sales		–	–	–	–	–	–	–	–	–	–	–
Closing Balance - Housing Stock		–	–	–	–	–	–	–	–	–	–	–
Land												
Opening Balance		–								–	–	–
Acquisitions		–	–	–	–	–	–	–	–	–	–	–
Sales		–	–	–	–	–	–	–	–	–	–	–
Adjustments		–	–	–	–	–	–	–	–	–	–	–
Correction of Prior period errors		–	–	–	–	–	–	–	–	–	–	–
Closing Balance - Land		–	–	–	–	–	–	–	–	–	–	–
Closing Balance - Inventory & Consumables		(49 504)	(48 469)	–	–	–	–	–	–	(48 469)	(100 642)	(155 502)
Property, plant & equipment												
PPE at cost/valuation (excl. finance leases)		8 144 597	8 144 597	–	–	–	–	38 672	38 672	8 183 269	8 571 617	9 011 370
Leases recognised as PPE	2	–	–	–	–	–	–	–	–	–	–	–
Less: Accumulated depreciation		(2 309 531)	(2 309 531)	–	–	–	–	–	–	(2 309 531)	(2 540 662)	(2 783 349)
Total Property, plant & equipment	1	5 835 067	5 835 067	–	–	–	–	38 672	38 672	5 873 738	6 030 955	6 228 021
LIABILITIES												
Current liabilities - Borrowing												
Short term loans (other than bank overdraft)		–	–	–	–	–	–	–	–	–	–	–
Current portion of long-term liabilities		50 847	50 847	–	–	–	–	–	–	50 847	63 692	84 631
Total Current liabilities - Borrowing		50 847	50 847	–	–	–	–	–	–	50 847	63 692	84 631
Trade and other payables												
Trade Payables		257 172	257 207	–	–	–	–	6 072	6 072	263 279	250 994	238 718
Other creditors		–	1 000	–	–	–	–	–	–	1 000	–	–
Unspent conditional transfers		220	220	–	–	–	–	–	–	220	220	(397)
VAT		(119 614)	(119 614)	–	–	–	–	–	–	(119 614)	(120 460)	(121 313)
Total Trade and other payables	1	137 777	138 812	–	–	–	–	6 072	6 072	144 884	130 754	117 007
Non current liabilities - Borrowing												
Borrowing	3	520 306	520 306	–	–	–	–	–	–	520 306	620 344	693 288
Finance leases (including PPP asset element)		3 739	3 739	–	–	–	–	–	–	3 739	3 739	3 739
Total Non current liabilities - Borrowing		524 045	524 045	–	–	–	–	–	–	524 045	624 083	697 027
Provisions - non current												
Retirement benefits		159 642	159 642	–	–	–	–	–	–	159 642	159 642	159 642
List other major items									–	–		
Refuse landfill site rehabilitation		170 287	170 287	–	–	–	–	–	–	170 287	181 774	193 778
Other		23 366	23 366	–	–	–	–	–	–	23 366	23 366	23 366
Total Provisions - non current		353 295	353 295	–	–	–	–	–	–	353 295	364 782	376 786
CHANGES IN NET ASSETS												
Accumulated surplus/(Deficit)												
Accumulated surplus/(Deficit) - opening balance		5 389 181	5 389 181					(0)	(0)	5 389 181	5 676 719	5 814 497
GRAP adjustments												
Restated balance		5 389 181	5 389 181	–	–	–	–	(0)	(0)	5 389 181	5 676 719	5 814 497
Surplus/(Deficit)		154 747	154 747	–	–	–	–	(0)	(0)	154 747	144 141	152 243
Transfers to/from Reserves		–	–	–	–	–	–	–	–	–	–	–
Depreciation offsets		–	–	–	–	–	–	–	–	–	–	–
Other adjustments		–	–	–	–	–	–	–	–	–	–	–
Accumulated Surplus/(Deficit)	1	5 543 928	5 543 928	–	–	–	–	(0)	(0)	5 543 928	5 820 859	5 966 740
Reserves												

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
			4	5	6	7	8	9	10	11		
R thousands		A	A1	B	C	D	E	F	G	H		
Housing Development Fund		4 900	4 900	–	–	–	–	–	–	4 900	4 900	4 900
Capital replacement		19 815	19 815	–	–	–	–	–	–	19 815	26 178	41 020
Self-insurance		–	–	–	–	–	–	–	–	–	–	–
Other reserves		–	–	–	–	–	–	–	–	–	–	–
Revaluation		–	–	–	–	–	–	–	–	–	–	–
Total Reserves	2	**24 715**	**24 715**	**–**	**–**	**–**	**–**	**–**	**–**	**24 715**	**31 078**	**45 920**
TOTAL COMMUNITY WEALTH/EQUITY	2	**5 568 644**	**5 568 644**	**–**	**–**	**–**	**–**	**(0)**	**(0)**	**5 568 644**	**5 851 937**	**6 012 659**

WC024 Stellenbosch - Supporting Table SB3 Adjustments to the SDBIP - performance objectives -

Description	Unit of measurement	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
		A	A1	B	C	D	E	F	G	H		
Vote 1 - Municipal Manager												
Function 1 - Budget Performance												
Sub-function 1 - Capital Expenditure		40 000		-	-	-	-	-	-	40 000	40 000	40 000
Insert measure/s description											-	-
Sub-function 2 - Operational Expenditure		27 432 083		-	-	-	-	-	-	27 432 083	28 803 028	29 839 865
Insert measure/s description												
Sub-function 3 - Operational Revenue		-		-	-	-	-	-	-	-	-	-
Insert measure/s description												
Vote 2 - Planning and Development Services												
Function 1 - Budget Performance												
Sub-function 1 - Capital Expenditure		15 185 000		3 025 846	-	-	-	-	3 025 846	18 210 846	20 156 000	21 780 000
Insert measure/s description												
Sub-function 2 - Operational Expenditure		87 864 603		-	-	-	-	-	-	87 864 603	76 145 957	80 281 006
Insert measure/s description												
Sub-function 3 - Operational Revenue		22 399 078		-	-	-	-	-	-	22 399 078	23 777 169	24 561 551
Insert measure/s description												
Vote 3 - Community & Protection												
Function 1 - Budget Performance												
Sub-function 1 - Capital Expenditure		26 850 958		4 525 185	-	-	-	-	4 525 185	31 376 143	25 846 030	32 355 000
Insert measure/s description												
Sub-function 2 - Operational Expenditure		419 003 125		631	-	-	-	-	630 959	419 634 084	441 402 131	460 182 037
Insert measure/s description												
Sub-function 3 - Operational Revenue		170 718 687		630 959	-	-	-	-	630 959	171 349 646	171 037 965	176 952 243
Insert measure/s description												
Vote 4 - Infrastructure services												
Function 1 - Budget Performance												
Sub-function 1 - Capital Expenditure		325 047 246		26 938 377	-	-	-	-	26 938 377	351 985 623	367 027 376	371 428 435
Insert measure/s description												
Sub-function 2 - Operational Expenditure		1 258 869 331		-	-	-	-	-	-	1 258 869 331	1 344 865 096	1 435 665 209
Insert measure/s description												
Sub-function 3 - Operational Revenue		1 517 037 491		-	-	-	-	-	-	1 517 037 491	1 592 513 678	1 688 810 336
Insert measure/s description												
Vote 5 - Corporate Services												
Function 1 - Budget Performance												
Sub-function 1 - Capital Expenditure		41 900 000		5 989 208	-	-	-	-	5 989 208	47 889 208	13 950 000	14 150 000
Insert measure/s description												
Sub-function 2 - Operational Expenditure		210 683 035		-	-	-	-	-	-	210 683 035	223 982 750	235 221 107
Insert measure/s description												
Sub-function 3 - Operational Revenue		11 656 741		-	-	-	-	-	-	11 656 741	12 239 578	12 851 558
Insert measure/s description									-	-	-	-
Vote 6 - Financial services									-	-	-	-
Function 1 - Budget Performance												
Sub-function 1 - Capital Expenditure		250 000		-	-	-	-	-	-	250 000	250 000	250 000
Insert measure/s description												
Sub-function 2 - Operational Expenditure		98 212 632		-	-	-	-	-	-	98 212 632	108 708 822	114 058 551
Insert measure/s description												
Sub-function 3 - Operational Revenue		535 000 250		-	-	-	-	-	-	535 000 250	568 280 317	604 335 343
Insert measure/s description									-	-	-	-
And so on for the rest of the Votes												

WC024 Stellenbosch - Supporting Table SB4 Adjustments to budgeted performance indicators and benchmarks -

Description of financial indicator	Basis of calculation	2019/20	2020/21	2021/22	Budget Year 2022/23			Budget Year +1 2023/24	Budget Year +2 2024/25
		Audited Outcome	Audited Outcome	Audited Outcome	Original Budget	Prior Adjusted	Adjusted Budget	Adjusted Budget	Adjusted Budget
Borrowing Management									
Credit Rating	Short term/long term rating								
Capital Charges to Operating Expenditure	Interest & Principal Paid /Operating Expenditure	2.4%	2.1%	2.3%	5.5%	5.5%	5.5%	5.8%	5.6%
Capital Charges to Own Revenue	Finance charges & Repayment of borrowing /Own Revenue	2.7%	2.5%	2.6%	6.1%	0.0%	0.0%	6.4%	6.2%
Borrowed funding of 'own' capital expenditure	Borrowing/Capital expenditure excl. transfers and grants	0.0%	0.0%	51.0%	50.6%	50.6%	46.4%	48.0%	41.0%
Safety of Capital									
Gearing	Long Term Borrowing/ Funds & Reserves	-177.8%	218.6%	-210.8%	2120.3%	2120.3%	2120.3%	2008.1%	1517.9%
Liquidity									
Current Ratio	Current assets/current liabilities	140.0%	120.0%	180.0%	189.6%	189.3%	176.1%	197.6%	198.7%
Current Ratio adjusted for aged debtors	Current assets/current liabilities less debtors > 90 days/current liabilities	140.0%	120.0%	180.0%	189.6%	189.3%	0.0%	197.6%	198.7%
Liquidity Ratio	Monetary Assets/Current Liabilities	50.0%	30.0%	70.0%	0.7	0.7	0.6	0.8	0.8
Revenue Management									
Annual Debtors Collection Rate (Payment Level %)	Last 12 Mths Receipts/ Last 12 Mths Billing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Current Debtors Collection Rate (Cash receipts % of Ratepayer & Other revenue)		0.0%	175.8%	16.1%	105.7%	16.7%	16.7%	105.7%	105.6%
Outstanding Debtors to Revenue	Total Outstanding Debtors to Annual Revenue	42.7%	50.0%	16.1%	16.7%	16.7%	17.0%	17.8%	18.9%
Longstanding Debtors Recovered	Debtors > 12 Mths Recovered/Total Debtors > 12 Months Old	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Creditors Management									
Creditors System Efficiency	% of Creditors Paid Within Terms (within MFMA s 65(e))	98.0%	98.0%	98.0%	98.0%	98.0%	98.0%	98.0%	98.0%
Creditors to Cash and Investments		51.4%	11.0%	34.8%	103.1%	55.6%	69.3%	82.3%	71.2%
Other Indicators									
Electricity Distribution Losses (2)	Total Volume Losses (kW)	2117766870.0%	3831466420.0%	3869781208O.0%	39084790198.0%	39084790200.0%	39084790200.0%	39084790198.0%	39084790198.0%
	Total Cost of Losses (Rand '000)	1 525	26 820	27 088	27 359 353	27 359	27 359	27 359 353	27 359 353
	% Volume (units purchased and generated less units sold)/units purchased and generated	-	-	-	0	-	-	0	0
Water Distribution Losses (2)	Total Volume Losses (kℓ)	9 141	9 233	9 325	9 418 146	9 418	9 418	9 418 146	9 418 146
	Total Cost of Losses (Rand '000)	2 011 055	2 031 166	2 051 477	2 071 992	2 071 992	2 071 992	2 071 992	2 071 992
	% Volume (units purchased and generated less units sold)/units purchased and generated	-	-	-	0	-	-	0	0
Employee costs	Employee costs/(Total Revenue - capital revenue)	30.9%	32.4%	29.1%	29.7%	29.7%	29.7%	28.1%	27.9%
Remuneration	Total remuneration/(Total Revenue - capital revenue)	32.0%	33.5%	30.1%	30.7%			29.1%	28.8%
Repairs & Maintenance	R&M/(Total Revenue excluding capital revenue)	3.1%	3.8%	3.9%	5.1%	5.1%	5.1%	4.9%	4.9%
Finance charges & Depreciation	FC&D/(Total Revenue - capital revenue)	14.3%	13.4%	13.0%	13.4%	13.4%	13.3%	14.0%	13.7%
IDP regulation financial viability indicators									
i. Debt coverage	(Total Operating Revenue - Operating Grants)/Debt service payments due within financial year)	62480.0%	11570.0%	105600.0%	2766.6%	1477.6%	1477.6%	2907.8%	3097.6%
ii. O/S Service Debtors to Revenue	Total outstanding service debtors/annual revenue received for services	54.2%	63.8%	20.5%	20.9%	11.8%	11.8%	22.3%	23.7%
iii. Cost coverage	(Available cash + Investments)/monthly fixed operational expenditure	470.0%	2130.0%	580.0%	1.8	0.0	0.0	2.0	2.1

WC024 Stellenbosch - Supporting Table SB5 Adjustments Budget - social, economic and demographic statistics and assumptions -

Description of economic indicator	Ref.	Basis of calculation	2001 Census	2007 Survey	2011 Census	2019/20	2020/21	2021/22	Budget Year 2022/23	Budget Year 2022/23
						Outcome	Outcome	Outcome	Original Budget	Actual
Demographics										
Population		Statistics South Africa	200 524	155 718	170 654	195	207	207	207	-
Females aged 5 - 14		Statistics South Africa	17 865	11 020	12 077	14	15	15	15	-
Males aged 5 - 14		Statistics South Africa	16 352	11 092	12 157	14	15	15	15	-
Females aged 15 - 34		Statistics South Africa	38 791	33 191	36 374	42	45	45	45	-
Males aged 15 - 34		Statistics South Africa	41 919	32 718	35 856	42	44	44	44	-
Unemployment		Statistics South Africa	16	10	11	13	14	14	14	-
Monthly household income (no. of households)	1, 12									
No income		Statistics South Africa, regional economic growth	3 557	8 961	9 820	11 375	12 058	12 299	12 545	-
R1 - R1 600		Statistics South Africa, regional economic growth	245	914	2 065	2 352	2 493	2 543	2 594	-
R1 601 - R3 200		Statistics South Africa, regional economic growth	1 126	1 517	1 614	1 872	1 984	2 024	2 065	-
R3 201 - R6 400		Statistics South Africa, regional economic growth	3 728	4 415	4 699	5 448	5 775	5 891	6 009	-
R6 401 - R12 800		Statistics South Africa, regional economic growth	4 484	7 160	7 620	8 836	9 366	9 553	9 744	-
R12 801 - R25 600		Statistics South Africa, regional economic growth	6 463	6 742	7 176	8 321	8 821	8 997	9 177	-
R25 601 - R51 200		Statistics South Africa, regional economic growth	4 144	4 994	5 316	6 164	6 534	6 665	6 799	-
R52 201 - R102 400		Statistics South Africa, regional economic growth	2 578	3 671	3 907	4 530	4 802	4 898	4 996	-
R102 401 - R204 800		Statistics South Africa, regional economic growth	1 680	2 874	3 058	3 546	3 759	3 834	3 911	-
R204 801 - R409 600		Statistics South Africa, regional economic growth	69	1 432	1 523	1 766	1 872	1 910	1 948	-
R409 601 - R819 200		Statistics South Africa, regional economic growth	242	430	458	531	563	575	587	-
> R819 200		Statistics South Africa, regional economic growth	245	305	325	376	399	407	415	-
Poverty profiles (no. of households)										
< R2 060 per household per month	13	0	8 656	15 807	16 824	19 508	20 678	21 256	21 850	-
	2	0	-	-	<R1600	<R1600	<R1600	<R1600	<R1600	-
Household/demographics (000)										
Number of people in municipal area		Statistics South Africa, regional population growth rate	200 524	155 718	170 654	198	210	210	210	-
Number of poor people in municipal area		Statistics South Africa, regional population growth rate	-	-	-	-	-	-	-	-
Number of households in municipal area		Statistics South Africa, regional population growth rate	36 413	43 417	47 582	55	58	58	58	-
Number of poor households in municipal area		Statistics South Africa, regional population growth rate	8 656	15 807	17 323	20	21	21	21	-
Definition of poor household (R per month)		0	-	-	<R1600	<R1600	<R1600	<R1600	<R1600	-
Housing statistics	3									
Formal		0	32 918	32 620	35 749	41 413	43 897	46 531	49 323	-
Informal		0	3	11	12	13 707	14 529	15 401	16 325	-
Total number of households			36 413	43 417	47 581	55 119	58 426	61 932	65 648	-
Dwellings provided by municipality	4	0	-	-	-	-	-	-	-	-
Dwellings provided by province/s		0	-	-	-	-	-	-	-	-
Dwellings provided by private sector	5	0	-	-	-	-	-	-	-	-
Total new housing dwellings			-	-	-	-	-	-	-	-
Economic	6									
Inflation/inflation outlook (CPIX)						5.2%	4.5%	4.6%	4.0%	0.0%
Interest rate - borrowing						10.5%	10.5%	10.5%	0.0%	0.0%
Interest rate - investment						8.5%	8.5%	8.5%	0.0%	0.0%
Remuneration increases						7.0%	6.3%	7.0%	7.3%	0.0%
Consumption growth (electricity)						1.0%	1.0%	1.0%	1.0%	0.0%
Consumption growth (water)						-1.0%	1.0%	1.0%	1.0%	0.0%

Collection rates	7									
Property tax/service charges					96.0%	96.0%	96.0%	96.0%	0.0%	
Rental of facilities & equipment					97.0%	97.0%	97.0%	97.0%	0.0%	
Interest - external investments					100.0%	100.0%	100.0%	100.0%	0.0%	
Interest - debtors					96.0%	96.0%	96.0%	96.0%	0.0%	
Revenue from agency services					100.0%	100.0%	100.0%	100.0%	0.0%	

Detail on the provision of municipal services for A10

Total municipal services	Ref.		2019/20	2020/21	2021/22	Budget Year 2022/23			2020/21 Medium Term Revenue & Expenditure Framework		
			Outcome	Outcome	Outcome	Original Budget	Adjusted Budget	Full Year Forecast	Budget Year 2020/21	Budget Year +1 2021/22	Budget Year +2 2022/23
		Household service targets (000)									
		Water:									
		Piped water inside dwelling	40 626	40 626	40 676	40 726	40 726	40 726	40 726	40 776	40 826
		Piped water inside yard (but not in dwelling)	4 461	4 461	4 561	4 664	4 664	4 664	4 664	4 769	4 876
	8	Using public tap (at least min.service level)	4 778	4 778	4 878	4 980	4 980	4 980	4 980	5 084	5 191
	10	Other water supply (at least min.service level)	684	684	834	1 017	1 017	1 017	1 017	1 240	1 512
		Minimum Service Level and Above sub-total	50 550	50 550	50 950	51 387	51 387	51 387	51 387	51 869	52 404
	9	Using public tap (< min.service level)	1 170	1 170	1 070	979	979	979	979	896	820
	10	Other water supply (< min.service level)	–	–	–	–	–	–	–	–	–
		No water supply	207	207	157	119	119	119	119	90	68
		Below Minimum Service Level sub-total	1 377	1 377	1 227	1 098	1 098	1 098	1 098	986	888
		Total number of households	**51 927**	**51 927**	**52 177**	**52 485**	**52 485**	**52 485**	**52 485**	**52 855**	**53 292**
		Sanitation/sewerage:									
		Flush toilet (connected to sewerage)	46 256	46 256	46 306	46 356	46 356	46 356	46 356	46 406	46 456
		Flush toilet (with septic tank)	2 165	2 165	2 265	2 370	2 370	2 370	2 370	2 480	2 595
		Chemical toilet	407	407	420	433	433	433	433	446	460
		Pit toilet (ventilated)	50	50	–	–	–	–	–	–	–
		Other toilet provisions (> min.service level)	1 898	1 898	2 236	2 633	2 633	2 633	2 633	3 101	3 652
		Minimum Service Level and Above sub-total	50 777	50 777	51 227	51 792	51 792	51 792	51 792	52 433	53 163
		Bucket toilet	800	800	700	613	613	613	613	537	470
		Other toilet provisions (< min.service level)	50	50	–	–	–	–	–	–	–
		No toilet provisions	300	300	250	208	208	208	208	173	144
		Below Minimum Service Level sub-total	1 150	1 150	950	821	821	821	821	710	614
		Total number of households	**51 927**	**51 927**	**52 177**	**52 613**	**52 613**	**52 613**	**52 613**	**53 143**	**53 777**
		Energy:									
		Electricity (at least min.service level)	14 821	14 821	15 071	15 325	15 325	15 325	15 325	15 583	15 846
		Electricity - prepaid (min.service level)	35 003	35 003	35 253	35 505	35 505	35 505	35 505	35 759	36 014
		Minimum Service Level and Above sub-total	49 824	49 824	50 324	50 830	50 830	50 830	50 830	51 342	51 860
		Electricity (< min.service level)	150	150	150	150	150	150	150	150	150
		Electricity - prepaid (< min. service level)	–	–	–	–	–	–	–	–	–
		Other energy sources	1 953	1 953	1 703	1 485	1 485	1 485	1 485	1 295	1 129
		Below Minimum Service Level sub-total	2 103	2 103	1 853	1 635	1 635	1 635	1 635	1 445	1 279
		Total number of households	**51 927**	**51 927**	**52 177**	**52 465**	**52 465**	**52 465**	**52 465**	**52 787**	**53 140**
		Refuse:									
		Removed at least once a week	47 649	47 649	48 149	48 654	48 654	48 654	48 654	49 164	49 680
		Minimum Service Level and Above sub-total	47 649	47 649	48 149	48 654	48 654	48 654	48 654	49 164	49 680
		Removed less frequently than once a week	–	–	–	–	–	–	–	–	–
		Using communal refuse dump	1 028	1 028	978	930	930	930	930	885	841
		Using own refuse dump	2 100	2 100	2 000	1 905	1 905	1 905	1 905	1 815	1 728
		Other rubbish disposal	750	750	700	653	653	653	653	609	568
		No rubbish disposal	400	400	350	306	306	306	306	268	234
		Below Minimum Service Level sub-total	4 278	4 278	4 028	3 794	3 794	3 794	3 794	3 576	3 372
		Total number of households	**51 927**	**51 927**	**52 177**	**52 448**	**52 448**	**52 448**	**52 448**	**52 740**	**53 052**

Municipal in-house services	Ref.		2019/20	2020/21	2021/22	Budget Year 2022/23			2020/21 Medium Term Revenue & Expenditure Framework		
			Outcome	Outcome	Outcome	Original Budget	Adjusted Budget	Full Year Forecast	Budget Year 2020/21	Budget Year +1 2021/22	Budget Year +2 2022/23
		Household service targets (000)									
		Water:									
		Piped water inside dwelling	40 626	40 626	40 676	40 726	40 726	40 726	40 726	40 776	40 826
		Piped water inside yard (but not in dwelling)	4 461	4 461	4 561	4 664	4 664	4 664	4 664	4 769	4 876
	8	Using public tap (at least min.service level)	4 778	4 778	4 878	4 980	4 980	4 980	4 980	5 084	5 191
	10	Other water supply (at least min.service level)	684	684	834	1 017	1 017	1 017	1 017	1 240	1 512
		Minimum Service Level and Above sub-total	50 550	50 550	50 950	51 387	51 387	51 387	51 387	51 869	52 404
	9	Using public tap (< min.service level)	1 170	1 170	1 070	979	979	979	979	896	820
	10	Other water supply (< min.service level)	–	–		–	–	–	–	–	–
		No water supply	207	207	157	119	119	119	119	90	68
		Below Minimum Service Level sub-total	1 377	1 377	1 227	1 098	1 098	1 098	1 098	986	888
		Total number of households	**51 927**	**51 927**	**52 177**	**52 485**	**52 485**	**52 485**	**52 485**	**52 855**	**53 292**
		Sanitation/sewerage:									
		Flush toilet (connected to sewerage)	46 256	46 256	46 306	46 356	46 356	46 356	46 356	46 406	46 456
		Flush toilet (with septic tank)	2 165	2 165	2 265	2 370	2 370	2 370	2 370	2 480	2 595
		Chemical toilet	407	407	420	433	433	433	433	446	460
		Pit toilet (ventilated)	50	50	–	–	–	–	–	–	–
		Other toilet provisions (> min.service level)	1 898	1 898	2 236	2 633	2 633	2 633	2 633	3 101	3 652
		Minimum Service Level and Above sub-total	50 777	50 777	51 227	51 792	51 792	51 792	51 792	52 433	53 163
		Bucket toilet	800	800	700	613	613	613	613	537	470
		Other toilet provisions (< min.service level)	50	50		–	–	–	–	–	–
		No toilet provisions	300	300	250	208	208	208	208	173	144
		Below Minimum Service Level sub-total	1 150	1 150	950	821	821	821	821	710	614
		Total number of households	**51 927**	**51 927**	**52 177**	**52 613**	**52 613**	**52 613**	**52 613**	**53 143**	**53 777**
		Energy:									
		Electricity (at least min.service level)	14 821	14 821	15 071	15 325	15 325	15 325	15 325	15 583	15 846
		Electricity - prepaid (min.service level)	35 003	35 003	35 253	35 505	35 505	35 505	35 505	35 759	36 014
		Minimum Service Level and Above sub-total	49 824	49 824	50 324	50 830	50 830	50 830	50 830	51 342	51 860
		Electricity (< min.service level)	150	150	150	150	150	150	150	150	150
		Electricity - prepaid (< min. service level)	–	–		–	–	–	–	–	–
		Other energy sources	1 953	1 953	1 703	1 485	1 485	1 485	1 485	1 295	1 129
		Below Minimum Service Level sub-total	2 103	2 103	1 853	1 635	1 635	1 635	1 635	1 445	1 279
		Total number of households	51 927	51 927	52 177	52 465	52 465	52 465	52 465	52 787	53 140
		Refuse:									
		Removed at least once a week	47 649	47 649	48 149	48 654	48 654	48 654	48 654	49 164	49 680
		Minimum Service Level and Above sub-total	47 649	47 649	48 149	48 654	48 654	48 654	48 654	49 164	49 680
		Removed less frequently than once a week	–	–		–	–	–	–	–	–
		Using communal refuse dump	1 028	1 028	978	930	930	930	930	885	841
		Using own refuse dump	2 100	2 100	2 000	1 905	1 905	1 905	1 905	1 815	1 728
		Other rubbish disposal	750	750	700	653	653	653	653	609	568
		No rubbish disposal	400	400	350	306	306	306	306	268	234
		Below Minimum Service Level sub-total	4 278	4 278	4 028	3 794	3 794	3 794	3 794	3 576	3 372
		Total number of households	**51 927**	**51 927**	**52 177**	**52 448**	**52 448**	**52 448**	**52 448**	**52 740**	**53 052**

Detail of Free Basic Services (FBS) provided			Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
			Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
Electricity	Ref.	*Location of households for each type of FBS*											
List type of FBS service		Formal settlements - (50 kwh per indigent household per month Rands)	17 685 253	17 685 253	-	-	-	-	-	-	17 685	18 562 562	19 607 660
		Total cost of FBS - Electricity for informal settlements	-	-	-	-	-	-	-	-	-	-	-
Water	Ref.	*Location of households for each type of FBS*											
List type of FBS service		Formal settlements - (6 kilolitre per indigent household per month Rands)	8 277 972	8 277 972	-	-	-	-	-	-	8 278	5 826 956	6 176 573
		Total cost of FBS - Water for informal settlements	-	-	-	-	-	-	-	-	-	-	-
Sanitation	Ref.	*Location of households for each type of FBS*											
List type of FBS service		Formal settlements - (free sanitation service to indigent households)	11 325 696	11 325 696	-	-	-	-	-	-	11 326	12 005 238	12 725 552
		Total cost of FBS - Sanitation for informal settlements	-	-	-	-	-	-	-	-	-	-	-
Refuse Removal	Ref.	*Location of households for each type of FBS*											
List type of FBS service		Formal settlements - (removed once a week to indigent households)	19 725 134	19 725 134	-	-	-	-	-	-	19 725	21 303 145	23 007 397
		Total cost of FBS - Refuse Removal for informal settlements	-	-	-	-	-	-	-	-	-	-	-

WC024 Stellenbosch - Supporting Table SB6 Adjustments Budget - funding measurement -

Description	Ref	MFMA section	2019/20	2020/21	2021/22	Medium Term Revenue and Expenditure Framework				
R thousands			Audited Outcome	Audited Outcome	Audited Outcome	Original Budget	Prior Adjusted	Adjusted Budget	Budget Year +1 2023/24	Budget Year +2 2024/25
Funding measures										
Cash/cash equivalents at the year end - R'000	1	18(1)b	535	2 626	781	249 508	249 508	209 029	264 659	294 922
Cash + investments at the yr end less applications - R'000	2	18(1)b	(142)	1 194	213	365 424	365 389	325 710	479 885	568 784
Cash year end/monthly employee/supplier payments	3	18(1)b	0	0	0	0	–	–	0	0
Surplus/(Deficit) excluding depreciation offsets: R'000	4	18(1)	88	(7)	139	154 747	154 747	154 747	144 141	152 243
Service charge rev % change - macro CPIX target exclusive	5	18(1)a,(2)	1.90%	0.5%	-6.0%	0.0%	0.0%	0.0%	0.8%	0.9%
Cash receipts % of Ratepayer & Other revenue	6	18(1)a,(2)	0.0%	0.0%	0.0%	113.2%	113.2%	113.2%	113.3%	113.5%
Debt impairment expense as a % of total billable revenue	7	18(1)a,(2)	9.9%	8.2%	6.7%	5.8%	5.8%	5.8%	6.0%	5.6%
Capital payments % of capital expenditure	8	18(1)c;19	3.9%	35.0%	0.0%	100.0%	100.0%	0.0%	0.0%	0.0%
Borrowing receipts % of capital expenditure (excl. transfers)	9	18(1)c	0.0%	0.0%	51.0%	50.6%	50.6%	46.4%	48.0%	41.0%
Grants % of Govt. legislated/gazetted allocations	10	18(1)a				0.0%	100.2%	0.0%	0.0%	0.0%
Current consumer debtors % change - incr(decr)	11	18(1)a	358.8%	25.5%	0.0%	9.3%	9.3%	9.3%	11.7%	13.6%
Long term receivables % change - incr(decr)	12	18(1)a	-17803.8%	23.9%	0.0%	-100.0%	-100.0%	-100.0%	0.0%	0.0%
R&M % of Property Plant & Equipment	13	20(1)(vi)	0.9%	1.2%	1.4%	1.7%	1.7%	1.7%	1.7%	1.7%
Asset renewal % of capital budget	14	20(1)(vi)	2.5%	7.7%	8.5%	7.7%	7.7%	7.0%	5.5%	16.1%

WC024 Stellenbosch - Supporting Table SB7 Adjustments Budget - transfers and grant receipts -

Description	Ref	Budget Year 2022/23							Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Multi-year capital	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F		
RECEIPTS:	1, 2									
Operating Transfers and Grants										
National Government:		189 399	189 399	–	–	–	–	189 399	200 376	219 288
Local Government Equitable Share		179 634	179 634	–	–	–	–	179 634	196 720	215 547
Expanded Public Works Programme Integrated Grant for Municipalities		4 928	4 928	–	–	–	–	4 928	–	–
Local Government Financial Management Grant		1 550	1 550	–	–	–	–	1 550	1 550	1 550
Municipal Disaster Grant [Schedule 5B]		–	–	–	–	–	–	–	–	–
Integrated Urban Development Grant		3 287	3 287	–	–	–	–	3 287	2 106	2 191
Natural Resource Management Project		–	–	–	–	–	–	–	–	–
Provincial Government:		23 481	23 481	–	–	–	–	23 481	35 547	38 933
Community Development Workers Operational Support Grant		38	38	–	–	–	–	38	38	38
Financial Management Capacity Building Grant		–	–	–	–	–	–	–	–	–
Human Settlements Development Grant		6 890	6 890	–	–	–	–	6 890	23 140	26 000
Community Library Services Grant		14 112	14 112	–	–	–	–	14 112	11 629	12 151
Municipal Library Support Grant		–	–	–	–	–	–	–	–	–
Local Government Support Grant		–	–	–	–	–	–	–	–	–
WC Financial Management Support Grant		–	–	–	–	–	–	–	–	–
LG Graduate Internship Grant		–	–	–	–	–	–	–	–	–
Maintenance and Construction of Transport Infrastructure		495	495	–	–	–	–	495	495	495
Regional Socio-Economic Project/Violence through urban upgrading (RSEP/VPUU)	4	–	–	–	–	–	–	–	–	–
Municipal Accreditation and Capacity Building Grant		256	256	–	–	–	–	256	245	249
Spatial Development framework		–	–	–	–	–	–	–	–	–
Title Deeds Restoration Grant		–	–	–	–	–	–	–	–	–
Local Government Public Employment Support Grant		–	–	–	–	–	–	–	–	–
Western Cape Municipal Energy Resilience Grant (WC MER Grant)	5	1 690	1 690	–	–	–	–	1 690	–	–
District Municipality:		500	500	-	-	631	631	1 131	-	-
Cape Winelands District Grant		–	–	-	-	631	631	631	-	-
Cape Winelands District Grant 2		500	500			–	–	500	-	-
Safety Initiative Implementation-whole of society approach (WOSA)		-	-	-	-	–	–	–	-	-
Other grant providers:		–	–	–	–	–	–	–	–	–
LG SETA Discretionary grant		–	–	–	–	–	–	–	–	–
Khaya Lam Free Market Research Foundation		–	–	–	–	–	–	–	–	–
Taipei COVID 19 donation		–	–	–	–	–	–	–	–	–
DBSA		–	–	–	–	–	–	–	–	–
Households - Cash - Other (National Housing Programme)		–	–	–	–	–	–	–	–	–
Parent Municipality / Entity		–	–	–	–	–	–	–	–	–
Total Operating Transfers and Grants	6	213 380	213 380	–	–	631	631	214 011	235 923	258 221
Capital Transfers and Grants										
National Government:		90 810	90 810	-	-	-	-	90 810	46 008	47 899
Integrated National Electrification Programme (Municipal Grant) [Schedule 5B]		28 350	28 350	-	-	-	-	28 350	6 000	6 269
Integrated Urban Development Grant		62 460	62 460	-	-	-	-	62 460	40 008	41 630
Provincial Government:		29 220	29 220	-	-	-	–	29 220	34 863	8 527
Human Settlements Development Grant		8 150	8 150	-	-	-	–	8 150	7 683	1 900
Library Services: Conditional Grant		–	–	-	-	-	–	–	–	–
Integrated Transport Planning		–	–	-	-	-	–	–	–	627
Maintenance and Construction of Transport Infrastructure		–	–	-	-	-	–	–	–	–
Fire services capacity building grant		–	–	-	-	-	–	–	–	–
RSEP/ VPUU		–	–	-	-	-	–	–	–	–
Development of Sport and Recreational Facilities		220	220	-	-	-	–	220	–	–
Informal Settlements Upgrading Partnership Grant: Provinces (Beneficiaries)		20 850	20 850	-	-	-	–	20 850	27 180	6 000
Public Transport Non-Motorised Infrastructure		–	–	-	-	-	–	–	–	–
Western Cape Municipal Energy Resilience Grant (WC MER Grant)		–	–	-	-	-	–	–	–	–
Sports and Recreation		–	–	-	-	-	–	–	–	–
District Municipality:		–	–	–	–	–	–	–	–	–
Safety Initiative Implementation-whole of society approach (WOSA)		–	–	–	–	–	–	–	–	–
Other grant providers:		–	–	–	–	–	–	–	–	–
LG SETA Discretionary		–	–	–	–	–	–	–	–	–
LOTTO		–	–	–	–	–	–	–	–	–
Private Enterprises		–	–	–	–	–	–	–	–	–
Total Capital Transfers and Grants	6	120 030	120 030	–	–	–	–	120 030	80 871	56 426
TOTAL RECEIPTS OF TRANSFERS & GRANTS		333 410	333 410	–	–	631	631	334 041	316 794	314 647

WC024 Stellenbosch - Supporting Table SB8 Adjustments Budget - expenditure on transfers and grant programme -

Description	Ref	Budget Year 2022/23							Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Multi-year capital	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	2 A1	3 B	4 C	5 D	6 E	7 F		
EXPENDITURE ON TRANSFERS AND GRANT PROGRAM:	1									
Operating expenditure of Transfers and Grants										
National Government:		189 399	189 399	-	-	-	-	189 399	200 376	219 288
Local Government Equitable Share		179 634	179 634	-	-	-	-	179 634	196 720	215 547
Expanded Public Works Programme Integrated Grant for Municipalities		4 928	4 928	-	-	-	-	4 928	–	–
Local Government Financial Management Grant		1 550	1 550	-	-	-	-	1 550	1 550	1 550
Municipal Disaster Grant [Schedule 5B]		–	–	-	-	-	-	–	–	–
Integrated Urban Development Grant		3 287	3 287	-	-	-	-	3 287	2 106	2 191
Natural Resource Management Project		–	–	-	-	-	-	–	–	–
Provincial Government:		23 481	23 481	-	-	-	-	23 481	35 547	38 933
Community Development Workers Operational Support Grant		38	38	-	-	-	-	38	38	38
Financial Management Capacity Building Grant		–	–	-	-	-	-	–	–	–
Human Settlements Development Grant		6 890	6 890	-	-	-	-	6 890	23 140	26 000
Community Library Services Grant		14 112	14 112	-	-	-	-	14 112	11 629	12 151
Municipal Library Support Grant		–	–	-	-	-	-	–	–	–
Local Government Support Grant		–	–	-	-	-	-	–	–	–
WC Financial Management Support Grant		–	–	-	-	-	-	–	–	–
LG Graduate Internship Grant		–	–	-	-	-	-	–	–	–
Maintenance and Construction of Transport Infrastructure		495	495	-	-	-	-	495	495	495
Regional Socio-Economic Project/violence through urban upgrading (RSEP/VPUU)	4	–	–	-	-	-	-	–	–	–
Municipal Accreditation and Capacity Building Grant		256	256	-	-	-	-	256	245	249
Spatial Development framework		–	–						–	–
Title Deeds Restoration Grant		–	–						–	–
Local Government Public Employment Support Grant		–	–	-	-	-	-	–	–	–
Western Cape Municipal Energy Resilience Grant (WC MER Grant)	5	1 690	1 690	-	-	-	-	1 690	–	–
District Municipality:		500	500	–	–	631	631	1 131	–	–
Cape Winelands District Grant		–	–	–	–	631	631	631	–	–
Cape Winelands District Grant 2		500	500			–	–	500	–	–
Safety Initiative Implementation-whole of society approach (WOSA)		–	–	–	–	–	–	–	–	–
Other grant providers:		–	–	–	–	–	–	–	–	–
LG SETA Discretionary grant		–	–	–	–	–	–	–	–	–
Khaya Lam Free Market Research Foundation		–	–	–	–	–	–	–	–	–
Taipei COVID 19 donation		–	–	–	–	–	–	–	–	–
DBSA		–	–	–	–	–	–	–	–	–
Households - Cash - Other (National Housing Programme)		–	–	–	–	–	–	–	–	–
Parent Municipality / Entity		–	–	–	–	–	–	–	–	–
#REF!		–	–	–	–	–	–	–	–	–
#REF!		–	–	–	–	–	–	–	–	–
Total Operating Transfers and Grants	6	213 380	213 380	–	–	631	631	214 011	235 923	258 221
Capital Transfers and Grants										
National Government:		90 810	90 810	–	–	–	–	90 810	46 008	47 899
Integrated National Electrification Programme (Municipal Grant) [Schedule 5B]		28 350	28 350	–	–	–	–	28 350	6 000	6 269
Integrated Urban Development Grant		62 460	62 460	–	–	–	–	62 460	40 008	41 630
Provincial Government:		29 220	29 220	-	-	-	–	29 220	34 863	8 527
Human Settlements Development Grant		8 150	8 150	-	-	-	–	8 150	7 663	1 900
Library Services: Conditional Grant		–	–	-	-	-	–	–	–	–
Integrated Transport Planning		–	–	-	-	-	–	–	–	627
Maintenance and Construction of Transport Infrastructure		–	–	-	-	-	–	–	–	–
Fire services capacity building grant		–	–	-	-	-	–	–	–	–
RSEP/ VPUU		–	–	-	-	-	–	–	–	–
Development of Sport and Recreational Facilities		220	220	-	-	-	–	220	–	–
Informal Settlements Upgrading Partnership Grant: Provinces (Beneficiaries)		20 850	20 850	-	-	-	–	20 850	27 180	6 000
Public Transport Non-Motorised Infrastructure		–	–	-	-	-	–	–	–	–
Western Cape Municipal Energy Resilience Grant (WC MER Grant)		–	–	-	-	-	–	–	–	–
Sports and Recreation		-	–	-	-	-	–	–	-	-
District Municipality:		–	–	–	–	–	–	–	–	–
Safety Initiative Implementation-whole of society approach (WOSA)		–	–	–	–	–	–	–	–	–
Other grant providers:		–	–	–	–	–	–	–	–	–
LG SETA Discretionary		–	–	–	–	–	–	–	–	–
Private Enterprises		–	–	–	–	–	–	–	–	–
Total Capital Transfers and Grants	6	120 030	120 030	–	–	–	–	120 030	80 871	56 426
TOTAL EXPENDITURE OF TRANSFERS & GRANTS		333 410	333 410	–	–	631	631	334 041	316 794	314 647

WC024 Stellenbosch - Supporting Table SB9 Adjustments Budget - reconciliation of transfers, grant receipts, and unspent funds -

Description	Ref	Budget Year 2022/23							Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Multi-year capital	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	2 A1	3 B	4 C	5 D	6 E	7 F		
Operating transfers and grants:										
National Government:										
Balance unspent at beginning of the year		-	-	-	-	-	-	-	-	-
Current year receipts		189 399	189 399	-	-	-	-	189 399	200 376	219 288
Conditions met - transferred to revenue		**189 399**	**189 399**	**-**	**-**	**-**	**-**	**189 399**	**200 376**	**219 288**
Conditions still to be met - transferred to liabilities		-	-	-	-	-	-	-	-	-
Provincial Government:										
Balance unspent at beginning of the year		-	-	-	-	-	-	-	-	-
Current year receipts		23 481	23 481	-	-	-	-	23 481	35 547	38 933
Conditions met - transferred to revenue		**23 481**	**23 481**	**-**	**-**	**-**	**-**	**23 481**	**35 547**	**38 933**
Conditions still to be met - transferred to liabilities		-	-	-	-	-	-	-	-	-
District Municipality:										
Balance unspent at beginning of the year		-	-	-	-	631	631	631	-	-
Current year receipts		500	500	-	-	-	-	500	-	-
Conditions met - transferred to revenue		**500**	**500**	**-**	**-**	**631**	**631**	**1 131**	**-**	**-**
Conditions still to be met - transferred to liabilities		-	-	-	-	-	-	-	-	-
Other grant providers:										
Balance unspent at beginning of the year		-	-	-	-	-	-	-	-	-
Current year receipts		-	-	-	-	-	-	-	-	-
Conditions met - transferred to revenue		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Conditions still to be met - transferred to liabilities		-	-	-	-	-	-	-	-	-
Total operating transfers and grants revenue		**213 380**	**213 380**	**-**	**-**	**631**	**631**	**214 011**	**235 923**	**258 221**
Total operating transfers and grants - CTBM	2	-	-	-	-	-	-	-	-	-
Capital transfers and grants:										
National Government:										
Balance unspent at beginning of the year		-	-	-	-	-	-	-	-	-
Current year receipts		90 810	90 810	-	-	-	-	90 810	46 008	47 899
Conditions met - transferred to revenue		**90 810**	**90 810**	**-**	**-**	**-**	**-**	**90 810**	**46 008**	**47 899**
Conditions still to be met - transferred to liabilities		-	-	-	-	-	-	-	-	-
Provincial Government:										
Balance unspent at beginning of the year		-	-	-	-	-	-	-		
Current year receipts		29 220	29 220	-	-	-	-	29 220	34 863	8 527
Conditions met - transferred to revenue		**29 220**	**29 220**	**-**	**-**	**-**	**-**	**29 220**	**34 863**	**8 527**
Conditions still to be met - transferred to liabilities		-	-	-	-	-	-	-	-	-
District Municipality:										
Balance unspent at beginning of the year		-	-	-	-	-	-	-	-	-
Current year receipts		-	-	-	-	-	-	-	-	-
Conditions met - transferred to revenue		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Conditions still to be met - transferred to liabilities		-	-	-	-	-	-	-	-	-
Other grant providers:										
Balance unspent at beginning of the year		-	-	-	-	-	-	-	-	-
Current year receipts		-	-	-	-	-	-	-	-	-
Conditions met - transferred to revenue		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Conditions still to be met - transferred to liabilities		-	-	-	-	-	-	-	-	-
Total capital transfers and grants revenue		**120 030**	**120 030**	**-**	**-**	**-**	**-**	**120 030**	**80 871**	**56 426**
Total capital transfers and grants - CTBM		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL TRANSFERS AND GRANTS REVENUE		**333 410**	**333 410**	**-**	**-**	**631**	**631**	**334 041**	**316 794**	**314 647**
TOTAL TRANSFERS AND GRANTS - CTBM		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

WC024 Stellenbosch - Supporting Table SB10 Adjustments Budget - transfers and grants made by the municipality -

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	6 A1	7 B	8 C	9 D	10 E	11 F	12 G	13 H		
Cash transfers to other municipalities												
Operational	1	–	–	–	–	–	–	–	–	–	–	–
Capital		–	–	–	–	–	–	–	–	–	–	–
									–	–		
Total Cash Transfers To Municipalities:		–	–	–	–	–	–	–	–	–	–	–
Cash transfers to Entities/Other External Mechanisms												
Operational	2	–	–	–	–	–	–	–	–	–	–	–
Capital		–	–	–	–	–	–	–	–	–	–	–
									–	–		
Total Cash Transfers To Entities/Ems'		–	–	–	–	–	–	–	–	–	–	–
Cash transfers to other Organs of State												
Operational	3	–	–	–	–	–	–	–	–	–	–	–
Capital		–	–	–	–	–	–	–	–	–	–	–
									–	–		
Total Cash Transfers To Other Organs Of State:		–	–	–	–	–	–	–	–	–	–	–
Cash transfers to other Organisations												
Operational	4	12 981	12 981	–	–	–	–	–	–	12 981	13 539	14 121
Capital		–	–	–	–	–	–	–	–	–	–	–
Total Cash Transfers To Organisations		12 981	12 981	–	–	–	–	–	–	12 981	13 539	14 121
Cash Transfers to Groups of Individuals												
Operational	4	1 374	1 374	–	–	–	–	–	–	1 374	1 416	1 464
Capital		–	–	–	–	–	–	–	–	–	–	–
Total Cash Transfers To Groups Of Individuals:		1 374	1 374	–	–	–	–	–	–	1 374	1 416	1 464
TOTAL CASH TRANSFERS AND GRANTS	5	14 355	14 355	–	–	–	–	–	–	14 355	14 956	15 585
Non-cash transfers to other municipalities												
Operational	1	–	–	–	–	–	–	–	–	–	–	–
Capital		–	–	–	–	–	–	–	–	–	–	–
									–	–		
Total Non-Cash Transfers To Municipalities:		–	–	–	–	–	–	–	–	–	–	–
Non-cash transfers to Entities/Other External Mechanisms												
Operational	2	–	–	–	–	–	–	–	–	–	–	–
Capital		–	–	–	–	–	–	–	–	–	–	–
									–	–		
Total Non-Cash Transfers To Entities/Ems'		–	–	–	–	–	–	–	–	–	–	–
Non-cash transfers to other Organs of State												
Operational	3	–	–	–	–	–	–	–	–	–	–	–
Capital		–	–	–	–	–	–	–	–	–	–	–
									–	–		
Total Non-Cash Transfers To Other Organs Of State:		–	–	–	–	–	–	–	–	–	–	–
Non-cash transfers to other Organisations												
Operational	4	–	–	–	–	–	–	–	–	–	–	–
Capital		–	–	–	–	–	–	–	–	–	–	–
									–	–		
TOTAL NON-CASH TRANSFERS TO OTHER ORGANISATIONS:		–	–	–	–	–	–	–	–	–	–	–
Non-cash transfers to Groups of Individuals												
Operational	4	–	1 000	–	–	–	–	–	–	1 000	–	–
Capital		–	–	–	–	–	–	–	–	–	–	–
									–	–		
Total Non-Cash Grants To Groups Of Individuals:		–	1 000	–	–	–	–	–	–	1 000	–	–
TOTAL NON-CASH TRANSFERS AND GRANTS	5	–	1 000	–	–	–	–	–	–	1 000	–	–
TOTAL TRANSFERS AND GRANTS		14 355	15 355	–	–	–	–	–	–	15 355	14 956	15 585

WC024 Stellenbosch - Supporting Table SB11 Adjustments Budget - councillor and staff benefits -

Summary of remuneration	Ref	Budget Year 2022/23									% change
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	
			5	6	7	8	9	10	11	12	
R thousands		A	A1	B	C	D	E	F	G	H	
Councillors (Political Office Bearers plus Other)											
Basic Salaries and Wages		19 011	19 011	–		–		–	–	19 011	0.0%
Pension and UIF Contributions		–	–	–		–		–	–	–	0.0%
Medical Aid Contributions		–	–	–		–		–	–	–	0.0%
Motor Vehicle Allowance		–	–	–		–		–	–	–	0.0%
Cellphone Allowance		2 051	2 051	–		–		–	–	2 051	0.0%
Housing Allowances		–	–	–		–		–	–	–	0.0%
Other benefits and allowances		–	–	–		–		–	–	–	0.0%
Sub Total - Councillors		21 062	21 062	–		–		–	–	21 062	
% increase		5.0%	5.0%							5.0%	0.0%
Senior Managers of the Municipality											
Basic Salaries and Wages		8 316	8 316	–		–		–	–	8 316	0.0%
Pension and UIF Contributions		719	719	–		–		–	–	719	0.0%
Medical Aid Contributions		125	125	–		–		–	–	125	0.0%
Overtime		–	–	–		–		–	–	–	0.0%
Performance Bonus		1 399	1 399	–		–		–	–	1 399	0.0%
Motor Vehicle Allowance		575	575	–		–		–	–	575	0.0%
Cellphone Allowance		146	146	–		–		–	–	146	0.0%
Housing Allowances		19	19	–		–		–	–	19	0.0%
Other benefits and allowances		92	92	–		–		–	–	92	0.0%
Payments in lieu of leave		–	–	–		–		–	–	–	0.0%
Long service awards		–	–	–		–		–	–	–	0.0%
Post-retirement benefit obligations	5	–	–	–		–		–	–	–	0.0%
Sub Total - Senior Managers of Municipality		11 392	11 392	–		–		–	–	11 392	
% increase		21.4%	0.0%							21.4%	0.0%
Other Municipal Staff											
Basic Salaries and Wages		373 682	373 682	–		–		484	484	374 166	0.1%
Pension and UIF Contributions		60 762	60 762	–		–		–	–	60 762	0.0%
Medical Aid Contributions		27 013	27 013	–		–		–	–	27 013	0.0%
Overtime		68 439	68 439	–		–		–	–	68 439	0.0%
Performance Bonus		–	–	–		–		–	–	–	0.0%
Motor Vehicle Allowance		10 841	10 841	–		–		–	–	10 841	0.0%
Cellphone Allowance		2 465	2 465	–		–		–	–	2 465	0.0%
Housing Allowances		2 899	2 899	–		–		–	–	2 899	0.0%
Other benefits and allowances		36 763	36 763	–		–		–	–	36 763	0.0%
Payments in lieu of leave		–	–	–		–		–	–	–	0.0%
Long service awards		–	–	–		–		–	–	–	0.0%
Post-retirement benefit obligations	5	30 208	30 208	–		–		–	–	30 208	0.0%
Sub Total - Other Municipal Staff		613 072	613 072	–		–		484	484	613 556	
% increase		7.9%	0.0%								0.1%
Total Parent Municipality		645 526	645 526	–		–		484	484	646 010	0.1%
TOTAL SALARY, ALLOWANCES & BENEFITS		645 526	645 526	–		–		484	484	646 010	
% increase			0.0%								0.1%
TOTAL MANAGERS AND STAFF		624 464	624 464	–		–		484	484	624 948	0.1%

WC024 Stellenbosch - Supporting Table SB12 Adjustments Budget - monthly revenue and expenditure (municipal vote) -

Description	Ref	Budget Year 2022/23												Medium Term Revenue and Expenditure Framework		
		July	August	Sept.	October	November	December	January	February	March	April	May	June	Budget Year 2022/23	Budget Year +1 2023/24	Budget Year +2 2024/25
R thousands		Outcome	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget
Revenue by Vote																
Vote 1 - OFFICE OF THE MUNICIPAL MANAGER		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 2 - PLANNING AND DEVELOPMENT SERVICES		1 080	1 867	1 867	1 867	1 867	1 867	1 867	1 867	1 867	1 867	1 867	2 654	22 399	23 901	24 692
Vote 3 - INFRASTRUCTURE SERVICES		156 002	119 573	146 383	129 777	120 976	102 055	113 712	127 799	144 667	121 256	121 250	113 584	1 517 037	1 592 514	1 688 810
Vote 4 - COMMUNITY AND PROTECTION SERVICES		864	14 208	14 208	14 208	14 208	14 208	14 208	14 208	14 428	14 208	14 208	28 183	171 350	170 914	176 822
Vote 5 - CORPORATE SERVICES		739	971	971	971	971	971	971	971	971	971	971	1 204	11 657	12 240	12 852
Vote 6 - FINANCIAL SERVICES		133 837	36 644	38 601	38 473	38 975	38 960	39 011	38 958	39 057	38 967	38 967	14 542	535 000	568 280	604 335
Total Revenue by Vote		**292 522**	**173 263**	**202 035**	**185 296**	**176 996**	**158 061**	**169 769**	**183 813**	**200 989**	**177 269**	**177 263**	**160 166**	**2 257 443**	**2 367 849**	**2 507 511**
Expenditure by Vote																
Vote 1 - OFFICE OF THE MUNICIPAL MANAGER		66	1 114	1 804	1 947	2 754	2 533	1 828	878	1 978	1 397	1 425	9 708	27 432	28 603	29 840
Vote 2 - PLANNING AND DEVELOPMENT SERVICES		685	5 279	11 889	5 948	6 143	5 606	5 219	5 185	9 643	8 588	7 432	16 248	87 865	87 724	92 347
Vote 3 - INFRASTRUCTURE SERVICES		9 308	102 546	115 161	89 211	81 683	91 770	92 259	81 575	140 935	136 612	137 297	180 513	1 258 869	1 344 865	1 435 685
Vote 4 - COMMUNITY AND PROTECTION SERVICES		2 539	26 074	45 361	28 937	27 618	48 156	26 947	30 367	50 419	29 740	30 804	72 674	419 634	429 824	448 116
Vote 5 - CORPORATE SERVICES		10 048	11 465	23 729	13 124	13 421	24 027	12 754	13 451	27 395	15 467	15 452	30 351	210 683	223 983	235 221
Vote 6 - FINANCIAL SERVICES		634	6 771	7 652	7 825	9 430	8 153	10 256	6 072	9 988	9 705	9 128	12 599	98 213	108 709	114 059
Total Expenditure by Vote		**23 279**	**153 248**	**205 595**	**146 991**	**141 049**	**180 244**	**149 264**	**137 528**	**240 357**	**201 509**	**201 539**	**322 093**	**2 102 696**	**2 223 708**	**2 355 268**
Surplus/ (Deficit)		**269 243**	**20 015**	**(3 560)**	**38 305**	**35 948**	**(22 183)**	**20 505**	**46 285**	**(39 368)**	**(24 240)**	**(24 276)**	**(161 927)**	**154 747**	**144 141**	**152 243**

WC024 Stellenbosch - Supporting Table SB13 Adjustments Budget - monthly revenue and expenditure (functional classification) -

Description - Standard classification	Ref	Budget Year 2022/23												Medium Term Revenue and Expenditure Framework		
		July	August	Sept.	October	November	December	January	February	March	April	May	June	Budget Year 2022/23	Budget Year +1 2023/24	Budget Year +2 2024/25
R thousands		Outcome	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget
Revenue - Functional																
Governance and administration		27 980	8 938	8 944	9 058	8 985	8 986	9 017	8 987	8 981	8 964	8 964	428 851	546 657	580 520	617 187
Executive and council		5	64	64	64	64	64	64	64	64	64	64	123	771	810	850
Finance and administration		27 975	8 874	8 879	8 994	8 921	8 922	8 953	8 923	8 917	8 900	8 900	428 728	545 886	579 710	616 337
Internal audit		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Community and public safety		1 548	15 029	15 029	15 029	15 029	15 029	15 029	15 029	15 249	15 029	15 029	29 142	181 203	183 436	189 662
Community and social services		103	1 524	1 524	1 524	1 524	1 524	1 524	1 524	1 524	1 524	1 524	2 945	18 285	15 424	16 131
Sport and recreation		16	112	112	112	112	112	112	112	332	112	112	208	1 564	824	865
Public safety		733	12 382	12 382	12 382	12 382	12 382	12 382	12 382	12 382	12 382	12 382	24 863	149 217	152 957	158 032
Housing		697	1 011	1 011	1 011	1 011	1 011	1 011	1 011	1 011	1 011	1 011	1 326	12 136	14 231	14 635
Health		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Economic and environmental services		932	12 086	12 086	12 086	12 086	12 086	12 086	12 086	12 086	12 086	12 086	23 240	145 034	145 824	134 471
Planning and development		918	11 850	11 850	11 850	11 850	11 850	11 850	11 850	11 850	11 850	11 850	22 783	142 206	143 569	131 501
Road transport		–	125	125	125	125	125	125	125	125	125	125	251	1 503	1 553	2 232
Environmental protection		14	110	110	110	110	110	110	110	110	110	110	207	1 325	702	738
Trading services		155 466	108 523	135 337	118 727	109 925	91 005	102 662	116 748	133 616	110 205	110 199	92 018	1 384 432	1 457 944	1 566 061
Energy sources		84 459	76 441	101 839	83 615	74 562	54 629	71 893	75 282	93 661	67 743	67 743	68 332	920 200	981 880	1 035 343
Water management		12 277	12 984	11 895	12 910	13 759	14 400	8 545	18 605	18 091	20 163	20 163	17 317	181 107	191 464	202 862
Waste water management		28 825	9 216	11 830	12 016	11 511	11 833	12 042	12 683	11 579	12 055	12 055	4 191	149 836	160 187	171 272
Waste management		29 906	9 882	9 774	10 186	10 094	10 142	10 181	10 178	10 285	10 245	10 239	2 178	133 289	144 453	156 584
Other		–	10	10	10	10	10	10	10	10	10	10	20	118	124	130
Total Revenue - Functional		185 926	144 587	171 406	154 910	146 035	127 116	138 804	152 861	169 943	146 295	146 289	573 271	2 257 443	2 367 849	2 507 511

Description - Standard classification	Ref	Budget Year 2022/23												Medium Term Revenue and Expenditure Framework		
		July	August	Sept.	October	November	December	January	February	March	April	May	June	Budget Year 2022/23	Budget Year +1 2023/24	Budget Year +2 2024/25
R thousands		Outcome	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget
Expenditure - Functional																
Governance and administration		10 747	19 068	30 590	22 563	25 327	32 489	25 427	20 524	36 730	26 028	25 713	49 364	324 570	357 564	375 191
Executive and council		5	2 139	3 015	2 339	2 578	3 186	2 710	2 162	3 272	2 444	2 437	7 269	33 555	35 206	36 933
Finance and administration		10 677	16 537	26 864	19 104	21 212	27 611	21 170	17 821	32 644	23 280	22 689	37 669	277 277	308 184	323 622
Internal audit		65	392	711	1 120	1 537	1 692	1 548	540	815	305	587	4 425	13 738	14 174	14 636
Community and public safety		3 136	25 651	47 318	28 275	26 711	49 183	26 300	29 080	53 917	30 185	30 345	73 459	423 559	424 137	441 209
Community and social services		378	6 799	4 403	4 043	3 581	4 638	3 431	4 244	4 939	4 537	4 022	8 819	53 833	52 228	55 770
Sport and recreation		1 963	4 048	6 480	5 224	6 244	6 706	5 485	6 410	7 025	5 865	5 920	9 074	70 244	68 291	72 039
Public safety		112	12 925	33 611	16 932	14 999	35 287	15 428	16 462	37 093	16 528	17 848	47 691	264 916	271 182	280 231
Housing		683	1 878	2 825	2 076	1 887	2 552	1 956	1 964	4 860	3 456	2 555	7 874	34 567	32 436	33 168
Health		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Economic and environmental services		349	13 779	20 558	16 027	15 194	14 909	13 778	15 155	21 081	21 042	20 720	39 664	212 256	234 559	249 246
Planning and development		32	5 166	11 449	5 706	6 017	5 055	4 515	4 931	7 844	7 810	7 306	14 293	80 124	98 466	104 160
Road transport		231	7 291	7 608	8 577	7 403	7 707	7 667	7 962	11 287	11 215	11 423	19 541	107 911	113 334	119 037
Environmental protection		86	1 322	1 502	1 744	1 775	2 147	1 596	2 262	1 949	2 017	1 991	5 830	24 221	24 758	26 049
Trading services		9 047	94 750	107 129	80 126	73 816	83 664	83 759	72 769	128 629	124 253	124 761	159 607	1 142 311	1 207 448	1 289 623
Energy sources		6 458	71 702	74 768	48 864	45 168	46 509	42 893	45 637	73 838	73 305	73 676	75 766	678 584	729 865	788 098
Water management		229	4 217	8 781	9 837	6 930	14 410	8 604	5 230	17 324	14 319	14 331	28 184	132 394	152 664	159 573
Waste water management		1 974	11 094	13 013	11 946	11 955	12 355	23 041	12 772	22 549	22 174	22 299	34 300	199 471	216 701	228 223
Waste management		386	7 738	10 567	9 479	9 763	10 390	9 220	9 131	14 919	14 455	14 455	21 357	131 861	108 218	113 729
Other		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Total Expenditure - Functional		23 279	153 248	205 595	146 991	141 049	180 244	149 264	137 528	240 357	201 509	201 539	322 093	2 102 696	2 223 708	2 355 268
Surplus/ (Deficit) 1.		162 648	(8 662)	(34 189)	7 919	4 987	(53 128)	(10 460)	15 333	(70 415)	(55 214)	(55 250)	251 179	154 747	144 141	152 243

WC024 Stellenbosch - Supporting Table SB14 Adjustments Budget - monthly revenue and expenditure -

Description	Ref	Budget Year 2022/23												Medium Term Revenue and Expenditure Framework		
		July	August	Sept.	October	November	December	January	February	March	April	May	June	Budget Year 2022/23	Budget Year +1 2023/24	Budget Year +2 2024/25
R thousands		Outcome	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget
Revenue By Source																
Property rates		–	–	–	–	–	–	–	–	–	–	–	438 941	438 941	465 278	493 195
Service charges - electricity revenue		71 672	70 463	95 437	77 636	68 583	48 228	65 914	69 303	87 260	61 764	61 764	68 739	846 763	909 005	978 001
Service charges - water revenue		11 726	12 623	11 534	12 550	13 398	14 040	8 184	18 245	17 730	19 802	19 802	17 147	176 783	186 967	198 185
Service charges - sanitation revenue		13 856	5 824	8 438	8 624	8 119	8 442	8 651	9 291	8 187	8 663	8 663	12 376	109 134	115 682	122 623
Service charges - refuse		15 473	6 709	6 600	6 993	6 909	6 951	6 982	6 977	7 084	7 035	7 029	10 230	94 971	102 569	110 775
Service charges - other		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Rental of facilities and equipment		753	1 295	1 295	1 295	1 295	1 295	1 295	1 295	1 295	1 295	1 295	1 837	15 538	16 315	17 130
Interest earned - external investments		283	1 700	1 700	1 700	1 700	1 700	1 700	1 700	1 700	1 700	1 700	3 117	20 397	21 213	22 062
Interest earned - outstanding debtors		1 200	892	897	1 031	949	957	996	969	963	953	953	631	11 391	11 835	12 297
Dividends received		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Fines, penalties and forfeits		179	10 413	10 413	10 413	10 413	10 413	10 413	10 413	10 413	10 413	10 413	20 647	124 955	128 704	132 565
Licences and permits		139	495	495	495	495	495	495	495	495	495	495	850	5 934	6 231	6 542
Agency services		102	357	357	357	357	357	357	357	357	357	357	611	4 281	4 495	4 720
Transfers and subsidies		67 797	17 641	18 063	17 641	17 641	18 063	17 641	17 641	18 063	17 641	17 641	(31 462)	214 011	235 923	258 221
Other revenue		2 259	3 443	3 443	3 443	3 443	3 443	3 443	3 443	3 443	3 443	3 443	4 627	41 313	43 262	44 770
Gains		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Total Revenue		**185 438**	**131 852**	**158 672**	**142 176**	**133 301**	**114 382**	**126 070**	**140 127**	**156 988**	**133 561**	**133 555**	**548 291**	**2 104 414**	**2 247 477**	**2 401 085**
Expenditure By Type																
Employee related costs		–	49 684	51 064	50 180	54 779	51 065	52 203	47 771	50 837	50 761	49 975	116 627	624 948	631 387	668 777
Remuneration of councillors		–	1 755	1 755	1 755	1 755	1 755	1 755	1 755	1 755	1 755	1 755	3 510	21 062	22 115	23 221
Debt impairment		–	–	24 475	–	–	24 475	–	–	24 475	–	–	24 417	97 842	107 325	107 419
Depreciation & asset impairment		1	17 069	17 034	17 069	17 027	17 009	17 070	17 032	17 074	17 007	17 100	42 625	213 118	233 224	244 885
Finance charges		–	–	–	–	–	6 373	11 428	–	11 478	11 478	11 478	15 564	67 799	80 819	84 829
Bulk purchases - electricity		5 702	63 969	65 286	41 106	36 496	35 768	34 157	37 340	59 323	59 323	59 323	53 621	551 412	598 889	650 453
Inventory consumed		1 276	1 545	3 694	9 175	4 205	6 900	6 247	5 824	10 865	10 412	10 853	11 350	82 347	87 305	91 390
Contracted services		6 260	9 978	18 067	19 048	14 534	19 408	15 770	17 526	40 965	36 326	35 400	35 080	268 360	284 142	299 452
Grants and subsidies		13	3 777	6 268	293	1 813	434	300	296	579	451	451	680	15 355	14 956	15 585
Other expenditure		10 027	5 472	17 950	8 364	10 440	17 057	10 334	9 982	23 007	13 995	15 204	18 619	160 451	163 547	169 256
Losses		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Total Expenditure		**23 279**	**153 248**	**205 595**	**146 991**	**141 049**	**180 244**	**149 264**	**137 528**	**240 357**	**201 509**	**201 539**	**322 093**	**2 102 696**	**2 223 708**	**2 355 268**
Surplus/(Deficit)		**162 160**	**(21 396)**	**(46 923)**	**(4 815)**	**(7 748)**	**(65 862)**	**(23 194)**	**2 599**	**(83 369)**	**(67 948)**	**(67 984)**	**226 198**	**1 718**	**23 770**	**45 817**
Transfers and subsidies - capital (monetary allocations) (National / Provincial and District)		–	9 984	9 984	9 984	9 984	9 984	9 984	9 984	10 204	9 984	9 984	19 968	120 030	80 871	56 426
Transfers and subsidies - capital (monetary allocations) (National / Provincial Departmental Agencies, Households, Non-profit Institutions, Private Enterprises, Public Corporatons, Higher Educational Institutions)		488	2 750	2 750	2 750	2 750	2 750	2 750	2 750	2 750	2 750	2 750	5 012	33 000	39 500	50 000
Transfers and subsidies - capital (in-kind - all)		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Surplus/(Deficit) after capital transfers & contributions		**162 648**	**(8 662)**	**(34 189)**	**7 919**	**4 987**	**(53 128)**	**(10 460)**	**15 333**	**(70 415)**	**(55 214)**	**(55 250)**	**251 179**	**154 747**	**144 141**	**152 243**

WC024 Stellenbosch - Supporting Table SB15 Adjustments Budget - monthly cash flow -

Monthly cash flows	Ref	Budget Year 2022/23												Medium Term Revenue and Expenditure Framework		
		July	August	Sept.	October	November	December	January	February	March	April	May	June	Budget Year 2022/23	Budget Year +1 2023/24	Budget Year +2 2024/25
R thousands		Outcome	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget
Cash Receipts By Source	1															
Property rates		168 784	35 119	35 119	35 119	35 119	35 119	35 119	35 119	35 119	35 119	35 119	(98 545)	421 433	446 718	473 520
Service charges - electricity revenue		43 495	68 873	88 819	87 057	80 075	59 789	80 460	77 217	97 748	66 845	70 102	106 301	926 780	994 767	1 070 218
Service charges - water revenue		5	16 216	16 238	16 214	16 216	16 220	16 212	16 236	16 247	16 238	16 238	32 455	194 736	206 360	218 741
Service charges - sanitation revenue		7 332	9 083	9 102	9 088	9 095	9 103	9 100	9 102	9 120	9 114	9 114	15 629	113 982	120 821	128 070
Service charges - refuse		6 526	8 713	8 650	8 651	8 744	8 764	8 687	8 745	8 851	8 590	8 584	10 860	104 364	112 713	121 730
Service charges - other		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Rental of facilities and equipment		7	1 349	1 349	1 349	1 349	1 349	1 349	1 349	1 349	1 349	1 349	2 691	16 184	16 993	17 843
Interest earned - external investments		283	1 700	1 700	1 700	1 700	1 700	1 700	1 700	1 700	1 700	1 700	3 117	20 397	21 213	22 062
Interest earned - outstanding debtors		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Dividends received		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Fines, penalties and forfeits		108	2 291	2 291	2 291	2 291	2 291	2 291	2 291	2 291	2 291	2 291	4 474	27 490	28 315	29 164
Licences and permits		15	495	495	495	495	495	495	495	495	495	495	974	5 934	6 231	6 542
Agency services		–	357	357	357	357	357	357	357	357	357	357	714	4 281	4 495	4 720
Transfer receipts - operational		–	20 144	20 144	20 144	20 144	20 144	20 144	20 144	20 144	20 144	20 144	40 288	241 730	241 923	264 500
Other revenue		1 032	25 087	25 087	25 087	25 087	25 087	25 087	25 087	25 087	25 087	25 087	49 142	301 047	318 331	335 814
Cash Receipts by Source		**227 586**	**189 426**	**209 351**	**207 552**	**200 672**	**180 416**	**201 000**	**197 841**	**218 507**	**187 328**	**190 580**	**168 100**	**2 378 360**	**2 518 881**	**2 692 925**
Other Cash Flows by Source																
Transfers receipts - capital		–	10 408	10 408	10 408	10 408	10 408	10 408	10 408	10 408	10 408	10 408	20 817	124 900	114 371	99 060
Contributions & Contributed assets		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Proceeds on disposal of PPE		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Short term loans		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Borrowing long term/refinancing		–	11 667	11 667	11 667	11 667	11 667	11 667	11 667	11 667	11 667	11 667	23 333	140 000	160 000	141 000
Increase (decrease) in consumer deposits		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Decrease (Increase) in non-current debtors		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Decrease (increase) other non-current receivables		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Decrease (increase) in non-current investments		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Total Cash Receipts by Source		**227 586**	**211 501**	**231 426**	**229 627**	**222 747**	**202 491**	**223 075**	**219 916**	**240 582**	**209 403**	**212 655**	**212 250**	**2 643 259**	**2 793 252**	**2 932 985**

Monthly cash flows	Ref	Budget Year 2022/23												Medium Term Revenue and Expenditure Framework		
		July	August	Sept.	October	November	December	January	February	March	April	May	June	Budget Year 2022/23	Budget Year +1 2023/24	Budget Year +2 2024/25
R thousands		Outcome	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget
Cash Payments by Type																
Employee related costs		(90)	(51 985)	(51 985)	(51 985)	(52 064)	(51 985)	(51 985)	(52 064)	(51 985)	(52 064)	(51 985)	(104 127)	(624 303)	(630 253)	(667 113)
Remuneration of councillors		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Finance charges		–	(5 566)	(5 566)	(5 566)	(5 566)	(5 566)	(5 566)	(5 566)	(5 566)	(5 566)	(5 566)	(11 133)	(66 796)	(79 332)	(82 825)
Bulk purchases - Electricity		–	(52 844)	(52 844)	(52 844)	(52 844)	(52 844)	(52 844)	(52 844)	(52 844)	(52 844)	(52 844)	(105 687)	(634 124)	(688 722)	(748 021)
Acquisitions - water & other inventory		–	(6 933)	(6 933)	(6 933)	(6 933)	(6 933)	(6 933)	(6 933)	(6 933)	(6 933)	(6 933)	(13 865)	(83 190)	(86 865)	(99 581)
Contracted services		(50 327)	(25 790)	(25 790)	(25 790)	(25 790)	(25 790)	(25 790)	(25 790)	(25 790)	(25 790)	(25 790)	(1 253)	(309 479)	(325 505)	(343 063)
Transfers and grants - other municipalities		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Transfers and grants - other		–	(1 196)	(1 196)	(1 196)	(1 196)	(1 196)	(1 196)	(1 196)	(1 196)	(1 196)	(1 196)	(2 393)	(14 355)	(14 956)	(15 585)
Other expenditure		(30 727)	(19 973)	(19 973)	(19 973)	(19 973)	(19 973)	(19 973)	(19 973)	(19 973)	(19 973)	(19 973)	(9 366)	(239 823)	(241 244)	(249 094)
Cash Payments by Type		(81 145)	(164 287)	(164 287)	(164 287)	(164 366)	(164 287)	(164 287)	**(164 366)**	**(164 287)**	(164 366)	(164 287)	(247 823)	(1 972 071)	(2 066 877)	(2 205 283)
Other Cash Flows/Payments by Type																
Capital assets		–	(37 479)	(37 479)	(37 479)	(37 479)	(37 479)	(37 479)	(37 479)	(37 479)	(37 479)	(37 479)	(74 959)	(449 752)	(427 269)	(440 003)
Repayment of borrowing		–	(4 237)	(4 237)	(4 237)	(4 237)	(4 237)	(4 237)	(4 237)	(4 237)	(4 237)	(4 237)	(4 744)	(47 117)	(47 117)	(47 117)
Other Cash Flows/Payments		(11)	15 301	15 301	15 301	15 301	15 301	15 301	15 301	15 301	15 301	15 301	(336 618)	(183 615)	(196 359)	(210 318)
Total Cash Payments by Type		(81 155)	(190 702)	(190 702)	(190 702)	(190 781)	(190 702)	(190 702)	(190 781)	(190 702)	(190 781)	(190 702)	(664 143)	(2 652 556)	(2 737 623)	(2 902 722)
NET INCREASE/(DECREASE) IN CASH HELD		146 431	20 799	40 724	38 925	31 966	11 789	32 373	29 135	49 880	18 622	21 953	(451 894)	(9 296)	55 629	30 263
Cash/cash equivalents at the month/year beginning:		218 326	364 757	385 556	426 280	465 205	497 171	508 960	541 333	570 468	620 348	638 970	660 923	218 326	209 029	264 659
Cash/cash equivalents at the month/year end:		364 757	385 556	426 280	465 205	497 171	508 960	541 333	570 468	620 348	638 970	660 923	209 029	209 029	264 659	294 922

WC024 Stellenbosch - Supporting Table SB16 Adjustments Budget - monthly capital expenditure (municipal vote) -

Description - Municipal Vote	Ref	Budget Year 2022/23												Medium Term Revenue and Expenditure Framework		
		July	August	Sept.	October	November	December	January	February	March	April	May	June	Budget Year 2022/23	Budget Year +1 2023/24	Budget Year +2 2024/25
R thousands		Outcome	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget
Multi-year expenditure appropriation	1															
Vote 1 - OFFICE OF THE MUNICIPAL MANAGER		–	–	12	12	–	6	–	–	4	–	3	3	40	40	40
Vote 2 - PLANNING AND DEVELOPMENT SERVICES		–	–	537	931	897	525	970	892	4 420	4 336	3 396	1 274	18 178	20 156	21 780
Vote 3 - INFRASTRUCTURE SERVICES		63	7 075	33 086	34 246	49 715	21 481	20 890	38 277	41 020	42 935	39 876	23 042	351 686	366 727	371 128
Vote 4 - COMMUNITY AND PROTECTION SERVICES		–	150	905	1 920	989	3 506	150	5 790	2 425	4 027	4 075	4 648	28 584	22 846	25 760
Vote 5 - CORPORATE SERVICES		–	1 484	3 084	1 934	2 559	1 859	1 509	3 209	5 554	5 854	7 341	7 867	42 250	12 750	12 550
Vote 6 - FINANCIAL SERVICES		–	37 493	37 509	37 618	37 488	37 483	37 479	37 479	37 498	37 498	37 498	(374 793)	250	250	250
Capital Multi-year expenditure sub-total	3	63	46 202	75 133	76 660	91 646	64 840	60 997	85 647	90 921	94 650	92 188	(337 960)	440 988	422 769	431 508
Single-year expenditure appropriation																
Vote 1 - OFFICE OF THE MUNICIPAL MANAGER		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Vote 2 - PLANNING AND DEVELOPMENT SERVICES		–	–	33	–	–	–	–	–	–	–	–	–	33	–	–
Vote 3 - INFRASTRUCTURE SERVICES		–	–	–	–	–	–	–	–	100	100	100	–	300	300	300
Vote 4 - COMMUNITY AND PROTECTION SERVICES		–	–	50	440	964	156	60	520	344	150	75	34	2 792	3 000	6 595
Vote 5 - CORPORATE SERVICES		–	–	300	–	–	300	–	1 639	1 000	700	700	1 000	5 639	1 200	1 600
Vote 6 - FINANCIAL SERVICES		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Capital single-year expenditure sub-total	3	–	–	383	440	964	456	60	2 159	1 444	950	875	1 034	8 764	4 500	8 495
Total Capital Expenditure	2	63	46 202	75 516	77 100	92 610	65 295	61 057	87 807	92 365	95 600	93 063	(336 926)	449 752	427 269	440 003

WC024 Stellenbosch - Supporting Table SB17 Adjustments Budget - monthly capital expenditure (functional classification) -

Description	Ref	Budget Year 2022/23												Medium Term Revenue and Expenditure Framework		
		July	August	Sept.	October	November	December	January	February	March	April	May	June	Budget Year 2022/23	Budget Year +1 2023/24	Budget Year +2 2024/25
R thousands		Outcome	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget	Adjusted Budget
Capital Expenditure - Functional																
Governance and administration		–	38 977	40 905	39 564	40 046	39 647	38 988	42 327	44 056	44 052	45 541	(365 923)	48 179	14 240	14 440
Executive and council		–	–	12	12	–	6	–	–	4	–	3	3	40	40	40
Finance and administration		–	38 977	40 893	39 552	40 046	39 641	38 988	42 327	44 052	44 052	45 538	(365 926)	48 139	14 200	14 400
Internal audit		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Community and public safety		–	–	848	1 461	1 649	3 733	985	1 862	6 340	8 070	7 091	5 737	37 795	39 372	43 040
Community and social services		–	–	–	110	119	130	15	40	1 770	1 775	1 775	3 284	9 017	10 105	2 310
Sport and recreation		–	–	–	770	623	592	–	350	500	1 675	1 875	1 180	7 565	5 511	11 000
Public safety		–	–	805	150	510	2 486	–	1 100	150	527	300	–	6 028	5 600	7 950
Housing		–	–	43	431	397	525	970	392	3 920	4 093	3 141	1 274	15 185	18 156	21 780
Health		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Economic and environmental services		–	2 925	4 827	7 802	17 434	4 345	3 771	13 883	15 419	12 862	10 145	4 168	97 582	103 560	70 452
Planning and development		–	–	1 088	1 178	10 514	740	386	1 958	3 202	2 895	2 416	–	24 376	23 180	–
Road transport		–	2 775	3 589	5 325	6 220	3 151	3 235	7 105	12 017	9 768	7 530	3 950	64 664	77 630	62 102
Environmental protection		–	150	150	1 300	700	454	150	4 820	200	200	200	218	8 542	2 750	8 350
Trading services		63	4 300	28 937	28 274	33 481	17 570	17 314	29 714	26 550	30 616	30 286	19 092	266 196	270 097	312 072
Energy sources		63	–	9 949	9 989	10 019	7 775	7 740	7 876	7 750	7 750	7 750	7 677	84 339	56 802	135 572
Water management		–	–	7 674	7 866	8 211	3 120	5 274	2 925	5 414	5 812	6 582	4 474	57 352	96 050	106 150
Waste water management		–	–	5 984	5 017	10 950	2 375	–	12 338	6 087	10 029	8 907	2 341	64 029	55 300	55 700
Waste management		–	4 300	5 329	5 402	4 300	4 300	4 300	6 575	7 299	7 025	7 046	4 600	60 475	61 945	14 650
Other		–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Total Capital Expenditure - Functional		63	46 202	75 516	77 100	92 610	65 295	61 057	87 807	92 365	95 600	93 063	(336 926)	449 752	427 269	440 003

WC024 Stellenbosch - Supporting Table SB18a Adjustments Budget - capital expenditure on new assets by asset class -

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
Capital expenditure on new assets by Asset Class/Sub-class												
Infrastructure		195 494	195 494	–	–	–	–	16 139	16 139	211 633	218 129	206 370
Roads Infrastructure		33 400	33 400	–	–	–	–	42	42	33 442	34 100	25 600
Roads		2 500	2 500	–	–	–	–	–	–	2 500	2 000	–
Road Structures		29 200	29 200	–	–	–	–	42	42	29 242	31 000	25 000
Road Furniture		1 700	1 700	–	–	–	–	–	–	1 700	1 100	600
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Storm water Infrastructure		500	500	–	–	–	–	–	–	500	4 000	3 777
Drainage Collection		–	–	–	–	–	–	–	–	–	2 000	2 277
Storm water Conveyance		500	500	–	–	–	–	–	–	500	2 000	–
Attenuation		–	–	–	–	–	–	–	–	–	–	1 500
Electrical Infrastructure		52 500	52 500	–	–	–	–	5 254	5 254	57 754	39 743	71 094
Power Plants		–	–	–	–	–	–	3 136	3 136	3 136	–	–
HV Substations		2 600	2 600	–	–	–	–	–	–	2 600	25 300	55 500
HV Switching Station		–	–	–	–	–	–	–	–	–	–	–
HV Transmission Conductors		–	–	–	–	–	–	–	–	–	–	400
MV Substations		14 200	14 200	–	–	–	–	1 795	1 795	15 995	100	226
MV Switching Stations		–	–	–	–	–	–	–	–	–	–	–
MV Networks		29 350	29 350	–	–	–	–	322	322	29 672	7 000	7 819
LV Networks		6 100	6 100	–	–	–	–	–	–	6 100	7 093	6 699
Capital Spares		250	250	–	–	–	–	–	–	250	250	450
Water Supply Infrastructure		49 294	49 294	–	–	–	–	8 974	8 974	58 269	73 086	71 300
Dams and Weirs		–	–	–	–	–	–	–	–	–	–	–
Boreholes		–	–	–	–	–	–	–	–	–	–	2 600
Reservoirs		28 069	28 069	–	–	–	–	7 729	7 729	35 799	56 500	45 000
Pump Stations		–	–	–	–	–	–	–	–	–	–	–
Water Treatment Works		1 000	1 000	–	–	–	–	–	–	1 000	2 000	2 000
Bulk Mains		16 125	16 125	–	–	–	–	1 158	1 158	17 283	12 403	19 800
Distribution		4 100	4 100	–	–	–	–	87	87	4 187	2 183	1 900
Distribution Points		–	–	–	–	–	–	–	–	–	–	–
PRV Stations		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Sanitation Infrastructure		2 500	2 500	–	–	–	–	–	–	2 500	5 500	20 000
Pump Station		–	–	–	–	–	–	–	–	–	–	–
Reticulation		1 500	1 500	–	–	–	–	–	–	1 500	1 500	–
Waste Water Treatment Works		–	–	–	–	–	–	–	–	–	–	–
Outfall Sewers		1 000	1 000	–	–	–	–	–	–	1 000	4 000	20 000
Toilet Facilities		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Solid Waste Infrastructure		57 300	57 300	–	–	–	–	1 869	1 869	59 169	61 700	14 600
Landfill Sites		44 000	44 000	–	–	–	–	–	–	44 000	41 000	–
Waste Transfer Stations		500	500	–	–	–	–	29	29	529	2 000	3 500
Waste Processing Facilities		100	100	–	–	–	–	–	–	100	–	–
Waste Drop-off Points		600	600	–	–	–	–	–	–	600	700	10 100
Waste Separation Facilities		500	500	–	–	–	–	–	–	500	–	–
Electricity Generation Facilities		11 600	11 600	–	–	–	–	1 840	1 840	13 440	18 000	1 000
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Rail Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Rail Lines		–	–	–	–	–	–	–	–	–	–	–
Rail Structures		–	–	–	–	–	–	–	–	–	–	–
Rail Furniture		–	–	–	–	–	–	–	–	–	–	–
Drainage Collection		–	–	–	–	–	–	–	–	–	–	–
Storm water Conveyance		–	–	–	–	–	–	–	–	–	–	–
Attenuation		–	–	–	–	–	–	–	–	–	–	–
MV Substations		–	–	–	–	–	–	–	–	–	–	–
LV Networks		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Coastal Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Sand Pumps		–	–	–	–	–	–	–	–	–	–	–
Piers		–	–	–	–	–	–	–	–	–	–	–
Revetments		–	–	–	–	–	–	–	–	–	–	–
Promenades		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Information and Communication Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Data Centres		–	–	–	–	–	–	–	–	–	–	–
Core Layers		–	–	–	–	–	–	–	–	–	–	–
Distribution Layers		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
Community Assets		–	–	–	–	–	–	3 277	3 277	3 277	300	–
Community Facilities		–	–	–	–	–	–	2 993	2 993	2 993	–	–
Halls		–	–	–	–	–	–	–	–	–	–	–
Centres		–	–	–	–	–	–	–	–	–	–	–
Crèches		–	–	–	–	–	–	–	–	–	–	–
Clinics/Care Centres		–	–	–	–	–	–	–	–	–	–	–
Fire/Ambulance Stations		–	–	–	–	–	–	–	–	–	–	–
Testing Stations		–	–	–	–	–	–	–	–	–	–	–
Museums		–	–	–	–	–	–	–	–	–	–	–
Galleries		–	–	–	–	–	–	–	–	–	–	–
Theatres		–	–	–	–	–	–	–	–	–	–	–
Libraries		–	–	–	–	–	–	–	–	–	–	–
Cemeteries/Crematoria		–	–	–	–	–	–	–	–	–	–	–
Police		–	–	–	–	–	–	–	–	–	–	–
Parks		–	–	–	–	–	–	–	–	–	–	–
Public Open Space		–	–	–	–	–	–	–	–	–	–	–
Nature Reserves		–	–	–	–	–	–	–	–	–	–	–
Public Ablution Facilities		–	–	–	–	–	–	–	–	–	–	–
Markets		–	–	–	–	–	–	–	–	–	–	–
Stalls		–	–	–	–	–	–	2 993	2 993	2 993	–	–
Abattoirs		–	–	–	–	–	–	–	–	–	–	–
Airports		–	–	–	–	–	–	–	–	–	–	–
Taxi Ranks/Bus Terminals		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Sport and Recreation Facilities		–	–	–	–	–	–	285	285	285	300	–
Indoor Facilities		–	–	–	–	–	–	–	–	–	–	–
Outdoor Facilities		–	–	–	–	–	–	285	285	285	300	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Heritage assets		–	–	–	–	–	–	–	–	–	–	–
Monuments		–	–	–	–	–	–	–	–	–	–	–
Historic Buildings		–	–	–	–	–	–	–	–	–	–	–
Works of Art		–	–	–	–	–	–	–	–	–	–	–
Conservation Areas		–	–	–	–	–	–	–	–	–	–	–
Other Heritage		–	–	–	–	–	–	–	–	–	–	–
Investment properties		–	–	–	–	–	–	–	–	–	–	–
Revenue Generating		–	–	–	–	–	–	–	–	–	–	–
Improved Property		–	–	–	–	–	–	–	–	–	–	–
Unimproved Property		–	–	–	–	–	–	–	–	–	–	–
Non-revenue Generating		–	–	–	–	–	–	–	–	–	–	–
Improved Property		–	–	–	–	–	–	–	–	–	–	–
Unimproved Property		–	–	–	–	–	–	–	–	–	–	–
Other assets		15 200	15 200	–	–	–	–	3 141	3 141	18 341	300	1 300
Operational Buildings		15 200	15 200	–	–	–	–	2 202	2 202	17 402	300	1 300
Municipal Offices		15 000	15 000	–	–	–	–	2 202	2 202	17 202	–	–
Pay/Enquiry Points		–	–	–	–	–	–	–	–	–	–	–
Building Plan Offices		–	–	–	–	–	–	–	–	–	–	–
Workshops		–	–	–	–	–	–	–	–	–	–	–
Yards		–	–	–	–	–	–	–	–	–	–	–
Stores		–	–	–	–	–	–	–	–	–	–	–
Laboratories		–	–	–	–	–	–	–	–	–	–	–
Training Centres		–	–	–	–	–	–	–	–	–	–	–
Manufacturing Plant		–	–	–	–	–	–	–	–	–	–	–
Depots		200	200	–	–	–	–	–	–	200	300	1 300
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Housing		–	–	–	–	–	–	939	939	939	–	–
Staff Housing		–	–	–	–	–	–	–	–	–	–	–
Social Housing		–	–	–	–	–	–	939	939	939	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Biological or Cultivated Assets		–	–	–	–	–	–	–	–	–	–	–
Biological or Cultivated Assets		–	–	–	–	–	–	–	–	–	–	–
Intangible Assets		200	200	–	–	–	–	–	–	200	–	–
Servitudes		–	–	–	–	–	–	–	–	–	–	–
Licences and Rights		200	200	–	–	–	–	–	–	200	–	–
Water Rights		–	–	–	–	–	–	–	–	–	–	–
Effluent Licenses		–	–	–	–	–	–	–	–	–	–	–
Solid Waste Licenses		200	200	–	–	–	–	–	–	200	–	–
Computer Software and Applications		–	–	–	–	–	–	–	–	–	–	–
Load Settlement Software Applications		–	–	–	–	–	–	–	–	–	–	–
Unspecified		–	–	–	–	–	–	–	–	–	–	–
Computer Equipment		6 100	6 100	–	–	–	–	1 041	1 041	7 141	4 300	4 300
Computer Equipment		6 100	6 100	–	–	–	–	1 041	1 041	7 141	4 300	4 300
Furniture and Office Equipment		570	570	–	–	–	–	55	55	625	290	290
Furniture and Office Equipment		570	570	–	–	–	–	55	55	625	290	290
Machinery and Equipment		13 204	13 204	–	–	–	–	679	679	13 883	11 295	17 385
Machinery and Equipment		13 204	13 204	–	–	–	–	679	679	13 883	11 295	17 385
Transport Assets		3 800	3 800	–	–	–	–	1 366	1 366	5 166	7 550	13 600
Transport Assets		3 800	3 800	–	–	–	–	1 366	1 366	5 166	7 550	13 600
Land		–	–	–	–	–	–	–	–	–	–	–

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
Land		-	-	-	-	-	-	-	-	-	-	-
Zoo's, Marine and Non-biological Animals		-	-	-	-	-	-	-	-	-	-	-
Zoo's, Marine and Non-biological Animals		-	-	-	-	-	-	-	-	-	-	-
Total Capital Expenditure on new assets *to be adjusted*	1	234 568	234 568	-	-	-	-	25 698	25 698	260 266	242 164	243 245

WC024 Stellenbosch - Supporting Table SB18b Adjustments Budget - capital expenditure on renewal of existing assets by asset class -

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
Capital expenditure on renewal of existing assets by Asset Class/Sub-class												
Infrastructure		26 958	26 958	–	–	–	–	–	–	26 958	23 234	68 578
Roads Infrastructure		6 011	6 011	–	–	–	–	–	–	6 011	3 000	3 500
Roads		6 011	6 011	–	–	–	–	–	–	6 011	3 000	3 500
Road Structures		–	–	–	–	–	–	–	–	–	–	–
Road Furniture		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Storm water Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Drainage Collection		–	–	–	–	–	–	–	–	–	–	–
Storm water Conveyance		–	–	–	–	–	–	–	–	–	–	–
Attenuation		–	–	–	–	–	–	–	–	–	–	–
Electrical Infrastructure		12 946	12 946	–	–	–	–	–	–	12 946	12 234	57 078
Power Plants		–	–	–	–	–	–	–	–	–	–	–
HV Substations		4 531	4 531	–	–	–	–	–	–	4 531	2 434	2 296
HV Switching Station		–	–	–	–	–	–	–	–	–	–	–
HV Transmission Conductors		–	–	–	–	–	–	–	–	–	–	–
MV Substations		1 715	1 715	–	–	–	–	–	–	1 715	3 000	2 075
MV Switching Stations		–	–	–	–	–	–	–	–	–	–	–
MV Networks		6 700	6 700	–	–	–	–	–	–	6 700	6 800	52 707
LV Networks		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Water Supply Infrastructure		4 000	4 000	–	–	–	–	–	–	4 000	4 000	4 000
Dams and Weirs		–	–	–	–	–	–	–	–	–	–	–
Boreholes		–	–	–	–	–	–	–	–	–	–	–
Reservoirs		–	–	–	–	–	–	–	–	–	–	–
Pump Stations		–	–	–	–	–	–	–	–	–	–	–
Water Treatment Works		–	–	–	–	–	–	–	–	–	–	–
Bulk Mains		–	–	–	–	–	–	–	–	–	–	–
Distribution		4 000	4 000	–	–	–	–	–	–	4 000	4 000	4 000
Distribution Points		–	–	–	–	–	–	–	–	–	–	–
PRV Stations		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Sanitation Infrastructure		4 000	4 000	–	–	–	–	–	–	4 000	4 000	4 000
Pump Station		–	–	–	–	–	–	–	–	–	–	–
Reticulation		–	–	–	–	–	–	–	–	–	–	–
Waste Water Treatment Works		–	–	–	–	–	–	–	–	–	–	–
Outfall Sewers		4 000	4 000	–	–	–	–	–	–	4 000	4 000	4 000
Toilet Facilities		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Solid Waste Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Landfill Sites		–	–	–	–	–	–	–	–	–	–	–
Waste Transfer Stations		–	–	–	–	–	–	–	–	–	–	–
Waste Processing Facilities		–	–	–	–	–	–	–	–	–	–	–
Waste Drop-off Points		–	–	–	–	–	–	–	–	–	–	–
Waste Separation Facilities		–	–	–	–	–	–	–	–	–	–	–
Electricity Generation Facilities		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Rail Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Rail Lines		–	–	–	–	–	–	–	–	–	–	–
Rail Structures		–	–	–	–	–	–	–	–	–	–	–
Rail Furniture		–	–	–	–	–	–	–	–	–	–	–
Drainage Collection		–	–	–	–	–	–	–	–	–	–	–
Storm water Conveyance		–	–	–	–	–	–	–	–	–	–	–
Attenuation		–	–	–	–	–	–	–	–	–	–	–
MV Substations		–	–	–	–	–	–	–	–	–	–	–
LV Networks		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Coastal Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Sand Pumps		–	–	–	–	–	–	–	–	–	–	–
Piers		–	–	–	–	–	–	–	–	–	–	–
Revetments		–	–	–	–	–	–	–	–	–	–	–
Promenades		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Information and Communication Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Data Centres		–	–	–	–	–	–	–	–	–	–	–
Core Layers		–	–	–	–	–	–	–	–	–	–	–
Distribution Layers		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
Community Assets		4 400	4 400	–	–	–	–	–	–	4 400	400	2 050
Community Facilities		200	200	–	–	–	–	–	–	200	400	2 050
Halls		–	–	–	–	–	–	–	–	–	200	1 750
Centres		200	200	–	–	–	–	–	–	200	200	300
Crèches		–	–	–	–	–	–	–	–	–	–	–
Clinics/Care Centres		–	–	–	–	–	–	–	–	–	–	–
Fire/Ambulance Stations		–	–	–	–	–	–	–	–	–	–	–
Testing Stations		–	–	–	–	–	–	–	–	–	–	–
Museums		–	–	–	–	–	–	–	–	–	–	–
Galleries		–	–	–	–	–	–	–	–	–	–	–
Theatres		–	–	–	–	–	–	–	–	–	–	–
Libraries		–	–	–	–	–	–	–	–	–	–	–
Cemeteries/Crematoria		–	–	–	–	–	–	–	–	–	–	–
Police		–	–	–	–	–	–	–	–	–	–	–
Parks		–	–	–	–	–	–	–	–	–	–	–
Public Open Space		–	–	–	–	–	–	–	–	–	–	–
Nature Reserves		–	–	–	–	–	–	–	–	–	–	–
Public Ablution Facilities		–	–	–	–	–	–	–	–	–	–	–
Markets		–	–	–	–	–	–	–	–	–	–	–
Stalls		–	–	–	–	–	–	–	–	–	–	–
Abattoirs		–	–	–	–	–	–	–	–	–	–	–
Airports		–	–	–	–	–	–	–	–	–	–	–
Taxi Ranks/Bus Terminals		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Sport and Recreation Facilities		4 200	4 200	–	–	–	–	–	–	4 200	–	–
Indoor Facilities		–	–	–	–	–	–	–	–	–	–	–
Outdoor Facilities		4 200	4 200	–	–	–	–	–	–	4 200	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Heritage assets		–	–	–	–	–	–	–	–	–	–	–
Monuments		–	–	–	–	–	–	–	–	–	–	–
Historic Buildings		–	–	–	–	–	–	–	–	–	–	–
Works of Art		–	–	–	–	–	–	–	–	–	–	–
Conservation Areas		–	–	–	–	–	–	–	–	–	–	–
Other Heritage		–	–	–	–	–	–	–	–	–	–	–
Investment properties		–	–	–	–	–	–	–	–	–	–	–
Revenue Generating		–	–	–	–	–	–	–	–	–	–	–
Improved Property		–	–	–	–	–	–	–	–	–	–	–
Unimproved Property		–	–	–	–	–	–	–	–	–	–	–
Non-revenue Generating		–	–	–	–	–	–	–	–	–	–	–
Improved Property		–	–	–	–	–	–	–	–	–	–	–
Unimproved Property		–	–	–	–	–	–	–	–	–	–	–
Other assets		–	–	–	–	–	–	–	–	–	–	–
Operational Buildings		–	–	–	–	–	–	–	–	–	–	–
Municipal Offices		–	–	–	–	–	–	–	–	–	–	–
Pay/Enquiry Points		–	–	–	–	–	–	–	–	–	–	–
Building Plan Offices		–	–	–	–	–	–	–	–	–	–	–
Workshops		–	–	–	–	–	–	–	–	–	–	–
Yards		–	–	–	–	–	–	–	–	–	–	–
Stores		–	–	–	–	–	–	–	–	–	–	–
Laboratories		–	–	–	–	–	–	–	–	–	–	–
Training Centres		–	–	–	–	–	–	–	–	–	–	–
Manufacturing Plant		–	–	–	–	–	–	–	–	–	–	–
Depots		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Housing		–	–	–	–	–	–	–	–	–	–	–
Staff Housing		–	–	–	–	–	–	–	–	–	–	–
Social Housing		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Biological or Cultivated Assets		–	–	–	–	–	–	–	–	–	–	–
Biological or Cultivated Assets		–	–	–	–	–	–	–	–	–	–	–
Intangible Assets		–	–	–	–	–	–	–	–	–	–	–
Servitudes		–	–	–	–	–	–	–	–	–	–	–
Licences and Rights		–	–	–	–	–	–	–	–	–	–	–
Water Rights		–	–	–	–	–	–	–	–	–	–	–
Effluent Licenses		–	–	–	–	–	–	–	–	–	–	–
Solid Waste Licenses		–	–	–	–	–	–	–	–	–	–	–
Computer Software and Applications		–	–	–	–	–	–	–	–	–	–	–
Load Settlement Software Applications		–	–	–	–	–	–	–	–	–	–	–
Unspecified		–	–	–	–	–	–	–	–	–	–	–
Computer Equipment		–	–	–	–	–	–	–	–	–	–	–
Computer Equipment		–	–	–	–	–	–	–	–	–	–	–
Furniture and Office Equipment		–	–	–	–	–	–	–	–	–	–	–
Furniture and Office Equipment		–	–	–	–	–	–	–	–	–	–	–
Machinery and Equipment		–	–	–	–	–	–	–	–	–	–	–
Machinery and Equipment		–	–	–	–	–	–	–	–	–	–	–
Transport Assets		–	–	–	–	–	–	–	–	–	–	–
Transport Assets		–	–	–	–	–	–	–	–	–	–	–
Land		–	–	–	–	–	–	–	–	–	–	–

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
Land		-	-	-	-	-	-	-	-	-	-	-
Zoo's, Marine and Non-biological Animals		-	-	-	-	-	-	-	-	-	-	-
Zoo's, Marine and Non-biological Animals		-	-	-	-	-	-	-	-	-	-	-
Total Capital Expenditure on renewal of existing assets *to be adjusted*	1	31 358	31 358	-	-	-	-	-	-	31 358	23 634	70 628

WC024 Stellenbosch - Supporting Table SB18c Adjustments Budget - expenditure on repairs and maintenance by asset class -

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
Repairs and maintenance expenditure by Asset Class/Sub-class												
Infrastructure		65 232	65 232	–	–	–	–	–	–	65 232	68 031	70 963
Roads Infrastructure		20 878	20 878	–	–	–	–	–	–	20 878	21 717	22 595
Roads		19 685	19 685	–	–	–	–	–	–	19 685	20 478	21 307
Road Structures		–	–	–	–	–	–	–	–	–	–	–
Road Furniture		1 193	1 193	–	–	–	–	–	–	1 193	1 240	1 288
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Storm water Infrastructure		1 230	1 230	–	–	–	–	–	–	1 230	1 281	1 334
Drainage Collection		–	–	–	–	–	–	–	–	–	–	–
Storm water Conveyance		–	–	–	–	–	–	–	–	–	–	–
Attenuation		1 230	1 230	–	–	–	–	–	–	1 230	1 281	1 334
Electrical Infrastructure		12 578	12 578	–	–	–	–	–	–	12 578	13 110	13 673
Power Plants		–	–	–	–	–	–	–	–	–	–	–
HV Substations		12 578	12 578	–	–	–	–	–	–	12 578	13 110	13 673
HV Switching Station		–	–	–	–	–	–	–	–	–	–	–
HV Transmission Conductors		–	–	–	–	–	–	–	–	–	–	–
MV Substations		–	–	–	–	–	–	–	–	–	–	–
MV Switching Stations		–	–	–	–	–	–	–	–	–	–	–
MV Networks		–	–	–	–	–	–	–	–	–	–	–
LV Networks		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Water Supply Infrastructure		12 423	12 423	–	–	–	–	–	–	12 423	13 014	13 632
Dams and Weirs		–	–	–	–	–	–	–	–	–	–	–
Boreholes		–	–	–	–	–	–	–	–	–	–	–
Reservoirs		–	–	–	–	–	–	–	–	–	–	–
Pump Stations		–	–	–	–	–	–	–	–	–	–	–
Water Treatment Works		8 099	8 099	–	–	–	–	–	–	8 099	8 500	8 922
Bulk Mains		4 324	4 324	–	–	–	–	–	–	4 324	4 513	4 710
Distribution		–	–	–	–	–	–	–	–	–	–	–
Distribution Points		–	–	–	–	–	–	–	–	–	–	–
PRV Stations		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Sanitation Infrastructure		10 800	10 800	–	–	–	–	–	–	10 800	11 292	11 806
Pump Station		–	–	–	–	–	–	–	–	–	–	–
Reticulation		–	–	–	–	–	–	–	–	–	–	–
Waste Water Treatment Works		5 663	5 663	–	–	–	–	–	–	5 663	5 923	6 194
Outfall Sewers		5 137	5 137	–	–	–	–	–	–	5 137	5 369	5 612
Toilet Facilities		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Solid Waste Infrastructure		4 344	4 344	–	–	–	–	–	–	4 344	4 518	4 699
Landfill Sites		–	–	–	–	–	–	–	–	–	–	–
Waste Transfer Stations		–	–	–	–	–	–	–	–	–	–	–
Waste Processing Facilities		–	–	–	–	–	–	–	–	–	–	–
Waste Drop-off Points		4 344	4 344	–	–	–	–	–	–	4 344	4 518	4 699
Waste Separation Facilities		–	–	–	–	–	–	–	–	–	–	–
Electricity Generation Facilities		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Rail Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Rail Lines		–	–	–	–	–	–	–	–	–	–	–
Rail Structures		–	–	–	–	–	–	–	–	–	–	–
Rail Furniture		–	–	–	–	–	–	–	–	–	–	–
Drainage Collection		–	–	–	–	–	–	–	–	–	–	–
Storm water Conveyance		–	–	–	–	–	–	–	–	–	–	–
Attenuation		–	–	–	–	–	–	–	–	–	–	–
MV Substations		–	–	–	–	–	–	–	–	–	–	–
LV Networks		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Coastal Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Sand Pumps		–	–	–	–	–	–	–	–	–	–	–
Piers		–	–	–	–	–	–	–	–	–	–	–
Revetments		–	–	–	–	–	–	–	–	–	–	–
Promenades		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Information and Communication Infrastructure		2 980	2 980	–	–	–	–	–	–	2 980	3 099	3 224
Data Centres		–	–	–	–	–	–	–	–	–	–	–
Core Layers		2 600	2 600	–	–	–	–	–	–	2 600	2 704	2 813
Distribution Layers		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		380	380	–	–	–	–	–	–	380	395	411

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
Community Assets		9 940	9 940	–	–	–	–	–	–	9 940	10 429	11 066
Community Facilities		9 859	9 859	–	–	–	–	–	–	9 859	10 344	10 977
Halls		–	–	–	–	–	–	–	–	–	–	–
Centres		–	–	–	–	–	–	–	–	–	–	–
Crèches		–	–	–	–	–	–	–	–	–	–	–
Clinics/Care Centres		–	–	–	–	–	–	–	–	–	–	–
Fire/Ambulance Stations		–	–	–	–	–	–	–	–	–	–	–
Testing Stations		–	–	–	–	–	–	–	–	–	–	–
Museums		–	–	–	–	–	–	–	–	–	–	–
Galleries		–	–	–	–	–	–	–	–	–	–	–
Theatres		–	–	–	–	–	–	–	–	–	–	–
Libraries		8	8	–	–	–	–	–	–	8	9	10
Cemeteries/Crematoria		–	–	–	–	–	–	–	–	–	–	–
Police		–	–	–	–	–	–	–	–	–	–	–
Parks		1 611	1 611	–	–	–	–	–	–	1 611	1 641	1 795
Public Open Space		–	–	–	–	–	–	–	–	–	–	–
Nature Reserves		62	62	–	–	–	–	–	–	62	65	67
Public Ablution Facilities		8 177	8 177	–	–	–	–	–	–	8 177	8 629	9 104
Markets		–	–	–	–	–	–	–	–	–	–	–
Stalls		–	–	–	–	–	–	–	–	–	–	–
Abattoirs		–	–	–	–	–	–	–	–	–	–	–
Airports		–	–	–	–	–	–	–	–	–	–	–
Taxi Ranks/Bus Terminals		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Sport and Recreation Facilities		81	81	–	–	–	–	–	–	81	85	89
Indoor Facilities		–	–	–	–	–	–	–	–	–	–	–
Outdoor Facilities		81	81	–	–	–	–	–	–	81	85	89
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Heritage assets		–	–	–	–	–	–	–	–	–	–	–
Monuments		–	–	–	–	–	–	–	–	–	–	–
Historic Buildings		–	–	–	–	–	–	–	–	–	–	–
Works of Art		–	–	–	–	–	–	–	–	–	–	–
Conservation Areas		–	–	–	–	–	–	–	–	–	–	–
Other Heritage		–	–	–	–	–	–	–	–	–	–	–
Investment properties		–	–	–	–	–	–	–	–	–	–	–
Revenue Generating		–	–	–	–	–	–	–	–	–	–	–
Improved Property		–	–	–	–	–	–	–	–	–	–	–
Unimproved Property		–	–	–	–	–	–	–	–	–	–	–
Non-revenue Generating		–	–	–	–	–	–	–	–	–	–	–
Improved Property		–	–	–	–	–	–	–	–	–	–	–
Unimproved Property		–	–	–	–	–	–	–	–	–	–	–
Other assets		16 353	16 353	–	–	–	–	–	–	16 353	17 167	18 958
Operational Buildings		16 000	16 000	–	–	–	–	–	–	16 000	16 800	17 700
Municipal Offices		16 000	16 000	–	–	–	–	–	–	16 000	16 800	17 700
Pay/Enquiry Points		–	–	–	–	–	–	–	–	–	–	–
Building Plan Offices		–	–	–	–	–	–	–	–	–	–	–
Workshops		–	–	–	–	–	–	–	–	–	–	–
Yards		–	–	–	–	–	–	–	–	–	–	–
Stores		–	–	–	–	–	–	–	–	–	–	–
Laboratories		–	–	–	–	–	–	–	–	–	–	–
Training Centres		–	–	–	–	–	–	–	–	–	–	–
Manufacturing Plant		–	–	–	–	–	–	–	–	–	–	–
Depots		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Housing		353	353	–	–	–	–	–	–	353	367	1 258
Staff Housing		–	–	–	–	–	–	–	–	–	–	–
Social Housing		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		353	353	–	–	–	–	–	–	353	367	1 258
Biological or Cultivated Assets		–	–	–	–	–	–	–	–	–	–	–
Biological or Cultivated Assets		–	–	–	–	–	–	–	–	–	–	–
Intangible Assets		–	–	–	–	–	–	–	–	–	–	–
Servitudes		–	–	–	–	–	–	–	–	–	–	–
Licences and Rights		–	–	–	–	–	–	–	–	–	–	–
Water Rights		–	–	–	–	–	–	–	–	–	–	–
Effluent Licenses		–	–	–	–	–	–	–	–	–	–	–
Solid Waste Licenses		–	–	–	–	–	–	–	–	–	–	–
Computer Software and Applications		–	–	–	–	–	–	–	–	–	–	–
Load Settlement Software Applications		–	–	–	–	–	–	–	–	–	–	–
Unspecified		–	–	–	–	–	–	–	–	–	–	–
Computer Equipment		–	–	–	–	–	–	–	–	–	–	–
Computer Equipment		–	–	–	–	–	–	–	–	–	–	–
Furniture and Office Equipment		4 408	4 408	–	–	–	–	–	–	4 408	2 854	2 962
Furniture and Office Equipment		4 408	4 408	–	–	–	–	–	–	4 408	2 854	2 962
Machinery and Equipment		552	552	–	–	–	–	–	–	552	574	597
Machinery and Equipment		552	552	–	–	–	–	–	–	552	574	597
Transport Assets		11 057	11 057	–	–	–	–	–	–	11 057	11 488	11 939
Transport Assets		11 057	11 057	–	–	–	–	–	–	11 057	11 488	11 939
Land		–	–	–	–	–	–	–	–	–	–	–

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
Land		-	-	-	-	-	-	-	-	-	-	-
Zoo's, Marine and Non-biological Animals		-	-	-	-	-	-	-	-	-	-	-
Zoo's, Marine and Non-biological Animals		-	-	-	-	-	-	-	-	-	-	-
Total Repairs and Maintenance Expenditure to be adjusted	1	107 541	107 541	-	-	-	-	-	-	107 541	110 524	116 484

WC024 Stellenbosch - Supporting Table SB18d Adjustments Budget - depreciation by asset class -

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
Depreciation by Asset Class/Sub-class												
Infrastructure		167 908	167 908	–	–	–	–	–	–	167 908	185 753	195 041
Roads Infrastructure		46 314	46 314	–	–	–	–	–	–	46 314	48 629	51 061
Roads		38 273	38 273	–	–	–	–	–	–	38 273	40 187	42 196
Road Structures		4 798	4 798	–	–	–	–	–	–	4 798	5 038	5 290
Road Furniture		3 242	3 242	–	–	–	–	–	–	3 242	3 404	3 575
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Storm water Infrastructure		1 048	1 048	–	–	–	–	–	–	1 048	1 101	1 156
Drainage Collection		1 048	1 048	–	–	–	–	–	–	1 048	1 101	1 156
Storm water Conveyance		–	–	–	–	–	–	–	–	–	–	–
Attenuation		–	–	–	–	–	–	–	–	–	–	–
Electrical Infrastructure		35 393	35 393	–	–	–	–	–	–	35 393	37 162	39 020
Power Plants		12 695	12 695	–	–	–	–	–	–	12 695	13 330	13 997
HV Substations		3 239	3 239	–	–	–	–	–	–	3 239	3 401	3 571
HV Switching Station		–	–	–	–	–	–	–	–	–	–	–
HV Transmission Conductors		–	–	–	–	–	–	–	–	–	–	–
MV Substations		–	–	–	–	–	–	–	–	–	–	–
MV Switching Stations		7 112	7 112	–	–	–	–	–	–	7 112	7 467	7 841
MV Networks		–	–	–	–	–	–	–	–	–	–	–
LV Networks		11 800	11 800	–	–	–	–	–	–	11 800	12 390	13 009
Capital Spares		547	547	–	–	–	–	–	–	547	574	603
Water Supply Infrastructure		28 560	28 560	–	–	–	–	–	–	28 560	39 438	41 410
Dams and Weirs		–	–	–	–	–	–	–	–	–	–	–
Boreholes		94	94	–	–	–	–	–	–	94	99	104
Reservoirs		3 884	3 884	–	–	–	–	–	–	3 884	4 078	4 282
Pump Stations		118	118	–	–	–	–	–	–	118	124	130
Water Treatment Works		13	13	–	–	–	–	–	–	13	14	14
Bulk Mains		3 311	3 311	–	–	–	–	–	–	3 311	3 476	3 650
Distribution		21 139	21 139	–	–	–	–	–	–	21 139	31 846	33 229
Distribution Points		–	–	–	–	–	–	–	–	–	–	–
PRV Stations		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Sanitation Infrastructure		46 700	46 700	–	–	–	–	–	–	46 700	49 035	51 486
Pump Station		843	843	–	–	–	–	–	–	843	885	929
Reticulation		23 063	23 063	–	–	–	–	–	–	23 063	24 216	25 427
Waste Water Treatment Works		1 795	1 795	–	–	–	–	–	–	1 795	1 885	1 979
Outfall Sewers		20 999	20 999	–	–	–	–	–	–	20 999	22 049	23 151
Toilet Facilities		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Solid Waste Infrastructure		9 422	9 422	–	–	–	–	–	–	9 422	9 894	10 388
Landfill Sites		–	–	–	–	–	–	–	–	–	–	–
Waste Transfer Stations		7 837	7 837	–	–	–	–	–	–	7 837	8 229	8 641
Waste Processing Facilities		–	–	–	–	–	–	–	–	–	–	–
Waste Drop-off Points		1 585	1 585	–	–	–	–	–	–	1 585	1 664	1 748
Waste Separation Facilities		–	–	–	–	–	–	–	–	–	–	–
Electricity Generation Facilities		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Rail Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Rail Lines		–	–	–	–	–	–	–	–	–	–	–
Rail Structures		–	–	–	–	–	–	–	–	–	–	–
Rail Furniture		–	–	–	–	–	–	–	–	–	–	–
Drainage Collection		–	–	–	–	–	–	–	–	–	–	–
Storm water Conveyance		–	–	–	–	–	–	–	–	–	–	–
Attenuation		–	–	–	–	–	–	–	–	–	–	–
MV Substations		–	–	–	–	–	–	–	–	–	–	–
LV Networks		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Coastal Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Sand Pumps		–	–	–	–	–	–	–	–	–	–	–
Piers		–	–	–	–	–	–	–	–	–	–	–
Revetments		–	–	–	–	–	–	–	–	–	–	–
Promenades		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Information and Communication Infrastructure		471	471	–	–	–	–	–	–	471	495	519
Data Centres		–	–	–	–	–	–	–	–	–	–	–
Core Layers		–	–	–	–	–	–	–	–	–	–	–
Distribution Layers		471	471	–	–	–	–	–	–	471	495	519
Capital Spares		–	–	–	–	–	–	–	–	–	–	–

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
Community Assets		3 138	3 138	–	–	–	–	–	–	3 138	3 294	3 459
Community Facilities		2 286	2 286	–	–	–	–	–	–	2 286	2 400	2 520
Halls		15	15	–	–	–	–	–	–	15	16	17
Centres		50	50	–	–	–	–	–	–	50	52	55
Crèches		–	–	–	–	–	–	–	–	–	–	–
Clinics/Care Centres		12	12	–	–	–	–	–	–	12	12	13
Fire/Ambulance Stations		87	87	–	–	–	–	–	–	87	91	96
Testing Stations		–	–	–	–	–	–	–	–	–	–	–
Museums		–	–	–	–	–	–	–	–	–	–	–
Galleries		–	–	–	–	–	–	–	–	–	–	–
Theatres		16	16	–	–	–	–	–	–	16	16	17
Libraries		119	119	–	–	–	–	–	–	119	125	132
Cemeteries/Crematoria		38	38	–	–	–	–	–	–	38	40	42
Police		–	–	–	–	–	–	–	–	–	–	–
Parks		–	–	–	–	–	–	–	–	–	–	–
Public Open Space		635	635	–	–	–	–	–	–	635	667	700
Nature Reserves		395	395	–	–	–	–	–	–	395	414	435
Public Ablution Facilities		771	771	–	–	–	–	–	–	771	810	851
Markets		148	148	–	–	–	–	–	–	148	155	163
Stalls		–	–	–	–	–	–	–	–	–	–	–
Abattoirs		–	–	–	–	–	–	–	–	–	–	–
Airports		–	–	–	–	–	–	–	–	–	–	–
Taxi Ranks/Bus Terminals		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Sport and Recreation Facilities		852	852	–	–	–	–	–	–	852	894	939
Indoor Facilities		0	0	–	–	–	–	–	–	0	0	0
Outdoor Facilities		852	852	–	–	–	–	–	–	852	894	939
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Heritage assets		–	–	–	–	–	–	–	–	–	–	–
Monuments		–	–	–	–	–	–	–	–	–	–	–
Historic Buildings		–	–	–	–	–	–	–	–	–	–	–
Works of Art		–	–	–	–	–	–	–	–	–	–	–
Conservation Areas		–	–	–	–	–	–	–	–	–	–	–
Other Heritage		–	–	–	–	–	–	–	–	–	–	–
Investment properties		273	273	–	–	–	–	–	–	273	287	301
Revenue Generating		273	273	–	–	–	–	–	–	273	287	301
Improved Property		273	273	–	–	–	–	–	–	273	287	301
Unimproved Property		–	–	–	–	–	–	–	–	–	–	–
Non-revenue Generating		–	–	–	–	–	–	–	–	–	–	–
Improved Property		–	–	–	–	–	–	–	–	–	–	–
Unimproved Property		–	–	–	–	–	–	–	–	–	–	–
Other assets		10 191	10 191	–	–	–	–	–	–	10 191	10 700	11 235
Operational Buildings		6 322	6 322	–	–	–	–	–	–	6 322	6 638	6 970
Municipal Offices		6 322	6 322	–	–	–	–	–	–	6 322	6 638	6 970
Pay/Enquiry Points		–	–	–	–	–	–	–	–	–	–	–
Building Plan Offices		–	–	–	–	–	–	–	–	–	–	–
Workshops		–	–	–	–	–	–	–	–	–	–	–
Yards		–	–	–	–	–	–	–	–	–	–	–
Stores		–	–	–	–	–	–	–	–	–	–	–
Laboratories		–	–	–	–	–	–	–	–	–	–	–
Training Centres		–	–	–	–	–	–	–	–	–	–	–
Manufacturing Plant		–	–	–	–	–	–	–	–	–	–	–
Depots		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Housing		3 869	3 869	–	–	–	–	–	–	3 869	4 062	4 265
Staff Housing		–	–	–	–	–	–	–	–	–	–	–
Social Housing		3 869	3 869	–	–	–	–	–	–	3 869	4 062	4 265
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Biological or Cultivated Assets		–	–	–	–	–	–	–	–	–	–	–
Biological or Cultivated Assets		–	–	–	–	–	–	–	–	–	–	–
Intangible Assets		2 091	2 091	–	–	–	–	–	–	2 091	2 195	2 305
Servitudes		1 720	1 720	–	–	–	–	–	–	1 720	1 806	1 897
Licences and Rights		370	370	–	–	–	–	–	–	370	389	408
Water Rights		–	–	–	–	–	–	–	–	–	–	–
Effluent Licenses		–	–	–	–	–	–	–	–	–	–	–
Solid Waste Licenses		–	–	–	–	–	–	–	–	–	–	–
Computer Software and Applications		370	370	–	–	–	–	–	–	370	389	408
Load Settlement Software Applications		–	–	–	–	–	–	–	–	–	–	–
Unspecified		–	–	–	–	–	–	–	–	–	–	–
Computer Equipment		7 755	7 755	–	–	–	–	–	–	7 755	8 143	8 550
Computer Equipment		7 755	7 755	–	–	–	–	–	–	7 755	8 143	8 550
Furniture and Office Equipment		3 761	3 761	–	–	–	–	–	–	3 761	3 949	4 146
Furniture and Office Equipment		3 761	3 761	–	–	–	–	–	–	3 761	3 949	4 146
Machinery and Equipment		6 949	6 949	–	–	–	–	–	–	6 949	7 296	7 661
Machinery and Equipment		6 949	6 949	–	–	–	–	–	–	6 949	7 296	7 661
Transport Assets		11 054	11 054	–	–	–	–	–	–	11 054	11 607	12 187
Transport Assets		11 054	11 054	–	–	–	–	–	–	11 054	11 607	12 187
Land		–	–	–	–	–	–	–	–	–	–	–

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
Land		-	-	-	-	-	-	-	-	-	-	-
Zoo's, Marine and Non-biological Animals		-	-	-	-	-	-	-	-	-	-	-
Zoo's, Marine and Non-biological Animals		-	-	-	-	-	-	-	-	-	-	-
Total Depreciation to be adjusted	1	213 118	213 118	-	-	-	-	-	-	213 118	233 224	244 885

WC024 Stellenbosch - Adjustments Budget - capital expenditure on upgrading of existing assets by asset class -

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
Capital expenditure on upgrading of existing assets by Asset Class/Sub-class												
Infrastructure		107 350	107 350	–	–	–	–	10 828	10 828	118 178	136 430	106 880
Roads Infrastructure		23 900	23 900	–	–	–	–	450	450	24 350	37 600	23 430
Roads		23 900	23 900	–	–	–	–	450	450	24 350	37 600	23 430
Road Structures		–	–	–	–	–	–	–	–	–	–	–
Road Furniture		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Storm water Infrastructure		–	–	–	–	–	–	37	37	37	–	–
Drainage Collection		–	–	–	–	–	–	–	–	–	–	–
Storm water Conveyance		–	–	–	–	–	–	37	37	37	–	–
Attenuation		–	–	–	–	–	–	–	–	–	–	–
Electrical Infrastructure		11 950	11 950	–	–	–	–	1 904	1 904	13 854	4 750	5 750
Power Plants		–	–	–	–	–	–	–	–	–	–	–
HV Substations		6 600	6 600	–	–	–	–	1 464	1 464	8 064	–	–
HV Switching Station		–	–	–	–	–	–	–	–	–	–	–
HV Transmission Conductors		–	–	–	–	–	–	–	–	–	–	–
MV Substations		–	–	–	–	–	–	–	–	–	–	–
MV Switching Stations		–	–	–	–	–	–	–	–	–	–	–
MV Networks		5 100	5 100	–	–	–	–	440	440	5 540	4 500	5 500
LV Networks		250	250	–	–	–	–	–	–	250	250	250
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Water Supply Infrastructure		24 000	24 000	–	–	–	–	1 708	1 708	25 708	52 080	54 000
Dams and Weirs		–	–	–	–	–	–	–	–	–	–	–
Boreholes		–	–	–	–	–	–	–	–	–	–	–
Reservoirs		4 500	4 500	–	–	–	–	1 296	1 296	5 796	16 680	40 000
Pump Stations		1 500	1 500	–	–	–	–	–	–	1 500	1 500	1 500
Water Treatment Works		500	500	–	–	–	–	412	412	912	3 500	3 000
Bulk Mains		–	–	–	–	–	–	–	–	–	–	–
Distribution		17 500	17 500	–	–	–	–	–	–	17 500	30 400	9 500
Distribution Points		–	–	–	–	–	–	–	–	–	–	–
PRV Stations		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Sanitation Infrastructure		46 800	46 800	–	–	–	–	6 729	6 729	53 529	41 300	22 800
Pump Station		500	500	–	–	–	–	–	–	500	500	–
Reticulation		300	300	–	–	–	–	–	–	300	300	300
Waste Water Treatment Works		39 500	39 500	–	–	–	–	6 729	6 729	46 229	28 000	21 500
Outfall Sewers		6 500	6 500	–	–	–	–	–	–	6 500	12 500	1 000
Toilet Facilities		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Solid Waste Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Landfill Sites		–	–	–	–	–	–	–	–	–	–	–
Waste Transfer Stations		–	–	–	–	–	–	–	–	–	–	–
Waste Processing Facilities		–	–	–	–	–	–	–	–	–	–	–
Waste Drop-off Points		–	–	–	–	–	–	–	–	–	–	–
Waste Seperation Facilities		–	–	–	–	–	–	–	–	–	–	–
Electricity Generation Facilities		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Rail Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Rail Lines		–	–	–	–	–	–	–	–	–	–	–
Rail Structures		–	–	–	–	–	–	–	–	–	–	–
Rail Furniture		–	–	–	–	–	–	–	–	–	–	–
Drainage Collection		–	–	–	–	–	–	–	–	–	–	–
Storm water Conveyance		–	–	–	–	–	–	–	–	–	–	–
Attenuation		–	–	–	–	–	–	–	–	–	–	–
MV Substations		–	–	–	–	–	–	–	–	–	–	–
LV Networks		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Coastal Infrastructure		–	–	–	–	–	–	–	–	–	–	–
Sand Pumps		–	–	–	–	–	–	–	–	–	–	–
Piers		–	–	–	–	–	–	–	–	–	–	–
Revetments		–	–	–	–	–	–	–	–	–	–	–
Promenades		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Information and Communication Infrastructure		700	700	–	–	–	–	–	–	700	700	700
Data Centres		–	–	–	–	–	–	–	–	–	–	–
Core Layers		–	–	–	–	–	–	–	–	–	–	–
Distribution Layers		700	700	–	–	–	–	–	–	700	700	700
Capital Spares		–	–	–	–	–	–	–	–	–	–	–

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
Community Assets		22 047	22 047	–	–	–	–	1 625	1 625	23 672	18 291	7 550
Community Facilities		18 486	18 486	–	–	–	–	1 616	1 616	20 102	14 080	1 800
Halls		2 500	2 500	–	–	–	–	–	–	2 500	1 200	800
Centres		–	–	–	–	–	–	–	–	–	–	–
Crèches		500	500	–	–	–	–	–	–	500	–	–
Clinics/Care Centres		–	–	–	–	–	–	–	–	–	–	–
Fire/Ambulance Stations		–	–	–	–	–	–	–	–	–	–	–
Testing Stations		–	–	–	–	–	–	–	–	–	–	–
Museums		–	–	–	–	–	–	–	–	–	–	–
Galleries		–	–	–	–	–	–	–	–	–	–	–
Theatres		–	–	–	–	–	–	–	–	–	–	–
Libraries		2 900	2 900	–	–	–	–	115	115	3 015	1 180	–
Cemeteries/Crematoria		7 000	7 000	–	–	–	–	–	–	7 000	9 500	–
Police		–	–	–	–	–	–	–	–	–	–	–
Parks		1 216	1 216	–	–	–	–	479	479	1 695	900	200
Public Open Space		–	–	–	–	–	–	–	–	–	300	800
Nature Reserves		4 370	4 370	–	–	–	–	1 022	1 022	5 392	1 000	–
Public Ablution Facilities		–	–	–	–	–	–	–	–	–	–	–
Markets		–	–	–	–	–	–	–	–	–	–	–
Stalls		–	–	–	–	–	–	–	–	–	–	–
Abattoirs		–	–	–	–	–	–	–	–	–	–	–
Airports		–	–	–	–	–	–	–	–	–	–	–
Taxi Ranks/Bus Terminals		–	–	–	–	–	–	–	–	–	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Sport and Recreation Facilities		3 561	3 561	–	–	–	–	9	9	3 570	4 211	5 750
Indoor Facilities		–	–	–	–	–	–	–	–	–	–	–
Outdoor Facilities		3 561	3 561	–	–	–	–	9	9	3 570	4 211	5 750
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Heritage assets		7 000	7 000	–	–	–	–	1 807	1 807	8 807	–	–
Monuments		–	–	–	–	–	–	–	–	–	–	–
Historic Buildings		7 000	7 000	–	–	–	–	1 807	1 807	8 807	–	–
Works of Art		–	–	–	–	–	–	–	–	–	–	–
Conservation Areas		–	–	–	–	–	–	–	–	–	–	–
Other Heritage		–	–	–	–	–	–	–	–	–	–	–
Investment properties		3 500	3 500	–	–	–	–	–	–	3 500	–	–
Revenue Generating		–	–	–	–	–	–	–	–	–	–	–
Improved Property		–	–	–	–	–	–	–	–	–	–	–
Unimproved Property		–	–	–	–	–	–	–	–	–	–	–
Non-revenue Generating		3 500	3 500	–	–	–	–	–	–	3 500	–	–
Improved Property		3 500	3 500	–	–	–	–	–	–	3 500	–	–
Unimproved Property		–	–	–	–	–	–	–	–	–	–	–
Other assets		3 200	3 200	–	–	–	–	521	521	3 721	6 500	11 650
Operational Buildings		2 700	2 700	–	–	–	–	521	521	3 221	5 500	10 650
Municipal Offices		2 700	2 700	–	–	–	–	–	–	2 700	3 500	4 500
Pay/Enquiry Points		–	–	–	–	–	–	–	–	–	–	–
Building Plan Offices		–	–	–	–	–	–	–	–	–	–	–
Workshops		–	–	–	–	–	–	–	–	–	–	3 500
Yards		–	–	–	–	–	–	–	–	–	–	650
Stores		–	–	–	–	–	–	–	–	–	2 000	2 000
Laboratories		–	–	–	–	–	–	–	–	–	–	–
Training Centres		–	–	–	–	–	–	–	–	–	–	–
Manufacturing Plant		–	–	–	–	–	–	–	–	–	–	–
Depots		–	–	–	–	–	–	521	521	521	–	–
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Housing		500	500	–	–	–	–	–	–	500	1 000	1 000
Staff Housing		–	–	–	–	–	–	–	–	–	–	–
Social Housing		500	500	–	–	–	–	–	–	500	1 000	1 000
Capital Spares		–	–	–	–	–	–	–	–	–	–	–
Biological or Cultivated Assets		250	250	–	–	–	–	–	–	250	250	250
Biological or Cultivated Assets		250	250	–	–	–	–	–	–	250	250	250
Intangible Assets		–	–	–	–	–	–	–	–	–	–	–
Servitudes		–	–	–	–	–	–	–	–	–	–	–
Licences and Rights		–	–	–	–	–	–	–	–	–	–	–
Water Rights		–	–	–	–	–	–	–	–	–	–	–
Effluent Licenses		–	–	–	–	–	–	–	–	–	–	–
Solid Waste Licenses		–	–	–	–	–	–	–	–	–	–	–
Computer Software and Applications		–	–	–	–	–	–	–	–	–	–	–
Load Settlement Software Applications		–	–	–	–	–	–	–	–	–	–	–
Unspecified		–	–	–	–	–	–	–	–	–	–	–
Computer Equipment		–	–	–	–	–	–	–	–	–	–	–
Computer Equipment		–	–	–	–	–	–	–	–	–	–	–
Furniture and Office Equipment		–	–	–	–	–	–	–	–	–	–	–
Furniture and Office Equipment		–	–	–	–	–	–	–	–	–	–	–
Machinery and Equipment		–	–	–	–	–	–	–	–	–	–	–
Machinery and Equipment		–	–	–	–	–	–	–	–	–	–	–
Transport Assets		–	–	–	–	–	–	–	–	–	–	–
Transport Assets		–	–	–	–	–	–	–	–	–	–	–
Land		–	–	–	–	–	–	–	–	–	–	–

Description	Ref	Budget Year 2022/23									Budget Year +1 2023/24	Budget Year +2 2024/25
		Original Budget	Prior Adjusted	Accum. Funds	Multi-year capital	Unfore. Unavoid.	Nat. or Prov. Govt	Other Adjusts.	Total Adjusts.	Adjusted Budget	Adjusted Budget	Adjusted Budget
R thousands		A	7 A1	8 B	9 C	10 D	11 E	12 F	13 G	14 H		
Land		-	-	-	-	-	-	-	-	-	-	-
Zoo's, Marine and Non-biological Animals		-	-	-	-	-	-	-	-	-	-	-
Zoo's, Marine and Non-biological Animals		-	-	-	-	-	-	-	-	-	-	-
Total Capital Expenditure on upgrading of existing assets *to be adjusted*	1	143 347	143 347	-	-	-	-	14 781	14 781	158 128	161 471	126 130

WC024 Stellenbosch - Supporting Table SB19 List of capital programmes and projects affected by Adjustments Budget -

Municipal Vote/Capital project	Program/Project description	Project number	IDP Goal Code	Medium Term Revenue and Expenditure Framework					
				Budget Year 2022/23		Budget Year +1 2023/24		Budget Year +2 2024/25	
R thousand			3	Original Budget	Adjusted Budget	Original Budget	Adjusted Budget	Original Budget	Adjusted Budget
Parent municipality:									
List all capital programs/projects grouped by Municipal Vote									
Office of the Municipal Manager	Furniture, Tools & Equipment: MM	PC_0001	Good Governance and Compliance	40	40	40	40	40	40
Economic Development & Tourism	Furniture, Tools & Equipment: LED	PC_0285	Dignified Living	–	17	–	–	–	–
Economic Development & Tourism	Establishment of the Kayamandi Informal Tr	PC_0286	Dignified Living	–	2 993	–	–	–	–
Housing Development	Housing Projects	PC_0002	Dignified Living	1 200	1 200	1 300	1 300	1 500	1 500
Housing Development	Cloetesville (380) FLISP	PC_0003	Dignified Living	1 100	1 100	–	–	–	–
Housing Development	Cloetesville Infill (738) FLISP	PC_0004	Dignified Living	850	850	–	–	–	–
Housing Development	Erf 64, Kylemore	PC_0005	Dignified Living	613	613	613	613	5 000	5 000
Housing Development	Erf 7001 and other possible sites for mix-us	PC_0006	Dignified Living	525	525	525	525	–	–
Housing Development	Erven 81/2 and 82/9, Stellenbosch	PC_0008	Dignified Living	438	438	438	438	–	–
Housing Development	Furniture, Tools & Equipment: Housing Dev	PC_0010	Good Governance and Compliance	60	60	70	70	80	80
Housing Development	Jamestown: Housing	PC_0011	Dignified Living	700	700	3 028	3 028	7 300	7 300
Housing Development	Jamestown: Housing	PC_0011	Dignified Living	2 900	2 900	–	–	–	–
Housing Development	Kayamandi Town Centre	PC_0013	Dignified Living	3 000	3 000	6 000	6 000	6 000	6 000
Housing Development	Kayamandi Watergang Northern Extension (	PC_0014	Dignified Living	1 900	1 900	1 900	1 900	1 900	1 900
Housing Development	Klapmuts La Rochelle (100)	PC_0015	Dignified Living	150	150	283	283	–	–
Housing Development	La Motte Old Forest Station (±430 services	PC_0016	Dignified Living	1 250	1 250	–	–	–	–
Housing Development	Lapland Precinct	PC_0017	Dignified Living	500	500	500	500	–	–
Housing Development	Stellenbosch Adam Tas Transit Oriented De	PC_0020	Dignified Living	–	–	3 500	3 500	–	–
Development Planning	Droë Dyke	PC_0024	Dignified Living	–	–	2 000	2 000	–	–
Spatial Planning	Furniture, Tools and Equipment: Spatial Pla	PC_0020	Dignified Living	–	16	–	–	–	–
Infrastructure Services	Expansion of the landfill site (New cells)	PC_0025	Good Governance and Compliance	75	75	75	75	50	50
Waste Management: Solid Waste Management		PC_0026	Green and Sustainable Valley	44 000	44 000	41 000	41 000	–	–
Waste Management: Solid Waste Managemen	Formalize skip areas	PC_0027	Green and Sustainable Valley	500	500	–	–	–	–
Waste Management: Solid Waste Managemen	Furniture, Tools & Equipment: Solid Waste	PC_0029	Dignified Living	45	45	45	45	50	50
Waste Management: Solid Waste Managemen	Integrated Waste Management Plan	PC_0030	Green and Sustainable Valley	100	100	–	–	–	–
Waste Management: Solid Waste Managemen	Landfill Gas To Energy	PC_0031	Green and Sustainable Valley	8 000	9 840	17 000	17 000	–	–
Waste Management: Solid Waste Managemen	Major Drop-Offs: Construction - Franschoek	PC_0032	Green and Sustainable Valley	500	500	500	500	3 000	3 000
Waste Management: Solid Waste Managemen	Major Drop-offs: Construction - Klapmuts	PC_0033	Green and Sustainable Valley	–	–	–	–	4 800	4 800
Waste Management: Solid Waste Managemen	Major Drop-offs: Construction - Klapmuts	PC_0033	Green and Sustainable Valley	–	–	–	–	2 200	2 200
Waste Management: Solid Waste Managemen	Mini Waste drop-off facilities at Inf Settleme	PC_0034	Green and Sustainable Valley	100	100	200	200	100	100
Waste Management: Solid Waste Managemen	Skips (5,5Kl)	PC_0035	Green and Sustainable Valley	300	300	200	200	–	–
Waste Management: Solid Waste Managemen	Street Refuse Bins	PC_0036	Green and Sustainable Valley	500	762	–	–	–	–
Waste Management: Solid Waste Managemen	Transfer Station: Stellenbosch Planning and	PC_0037	Green and Sustainable Valley	–	29	–	–	1 000	1 000
Waste Management: Solid Waste Managemen	Vehicles: Solid Waste	PC_0038	Dignified Living	–	–	2 000	2 000	2 500	2 500
Waste Management: Solid Waste Managemen	Waste Biofuels	PC_0039	Green and Sustainable Valley	300	300	–	–	–	–
Waste Management: Solid Waste Managemen	Waste Management Software	PC_0040	Green and Sustainable Valley	200	200	–	–	–	–
Waste Management: Solid Waste Managemen	Waste Minimization Projects	PC_0041	Green and Sustainable Valley	500	500	–	–	–	–
Waste Management: Solid Waste Managemen	Waste to Energy - Implementation	PC_0042	Green and Sustainable Valley	3 300	3 300	1 000	1 000	1 000	1 000

APPENDIX 5

Municipal Manager's Quality Certification

The quality certificate signed by the Accounting Officer is attached on Appendix 5.

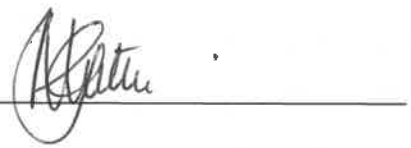
APPENDIX 5

QUALITY CERTIFICATE

I, Geraldine Mettler, municipal manager of Stellenbosch Municipality, hereby certify that the adjustments budget and supporting documentation have been prepared in accordance with the Municipal Finance Management Act and the regulations made under the Act, and that the adjustments budget and supporting documentation are consistent with the Integrated Development Plan of the Municipality.

Name: Geraldine Mettler

Municipal Manager of Stellenbosch Municipality

Signature 

Date: 19 August 2022.

8.3	MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR JULY 2022

Collaborator No: 733857
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 16 August 2022

1. SUBJECT: MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR JULY 2022

2. PURPOSE

To comply with Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy 2022/2023 to report the deviations to Council.

3. DELEGATED AUTHORITY

Council

FOR NOTING.

4. EXECUTIVE SUMMARY

Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy (2022/2023) stipulate that SCM deviations be reported to Council. In compliance thereto, this report presents to Council the SCM deviations that occurred during July 2022.

5. RECOMMENDATION

that Council notes the deviations as listed for the month of July 2022.

6. DISCUSSION / CONTENTS

6.1. Background/Legislative Framework

The regulation applicable is as follows:

GNR.868 of 30 May 2005: Municipal Supply Chain Management Regulations

Deviation from and ratification of minor breaches of, procurement processes

36. (1) A supply chain management policy may **allow the accounting officer**—
(*a*) To **dispense with the official procurement processes** established by the policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only—
(i) in an emergency;
(ii) if such goods or services are produced or available from a single provider only;
(iii) for the acquisition of special works of art or historical objects where specifications are difficult to compile;
(iv) acquisition of animals for zoos; or
(v) in any other exceptional case where it is impractical or impossible to follow the official procurement processes; and
(*b*) to 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.

(2) The accounting officer must record the reasons for any deviations in terms of sub regulation (1) (*a*) and (*b*) and **report them to the next meeting of the council**, or board of directors in the case of a municipal entity and include as a note to the annual financial statements.

6.2. Discussion

Reporting the deviations as approved by the Accounting Officer for July 2022:

The following deviations were approved with the reasons as indicated below:

DEVIATION NUMBER	CONTRACT DATE	NAME OF CONTRACTOR	CONTRACT DESCRIPTION	REASON	SUBSTANTIATION WHY SCM PROCESS COULD NOT BE FOLLOWED	TOTAL CONTRACT PRICE R
D/SM 01/23	01 July 2022	Evolution Technology (ETG	Appointment of Evolution Technology (ETG) for printing services on a month-to-month basis until the new RT3 2022 contract is implemented	Exceptional case and it is impractical or impossible to follow the official procurement processes	There is a current transversal tender in place until 30 June 2022 as per the BAC resolution of 18 April 2019. The new transversal tender only became available on 1 April 2022 with amendments running through into June 2022, and the municipality must still go through the processes to implement the transversal tender which we anticipate will take 4 to 5 months. This is a critical service to the Municipality and as such the Municipality cannot be without the printing service. It is impractical to follow another procurement process due to the transversal tender we want to take part in. The printers that we currently used was provided by the proposed service provider. If we have to get a new service provider it will lead to a disruption in the service and it will only be for a few months until the new transversal tender can be implemented. This deviation ensures that there is no interruption in this critical service to the Municipality as the recommended service provider is the current service provider.	R2 763 362,61 (Incl.Vat)

D/SM 02/23	12 July 2022	Levendal Attorneys	To appoint a service provider to oppose the default judgement and statement of claim instituted against Stellenbosch municipality in terms of Rule 6 of the Labour Court rules	Exceptional case and it is impractical or impossible to follow the official procurement processes	The Employee alleged that in 2014 the Municipality embarked on a process of restructuring the T-grading system. The employee received a letter in 2016 from the Municipality stating that there would be restructuring in the organogram which would affect the T grading of individuals. The employee is alleging that she is the subject of an unfair labour practice in relation to failure to promote and/or demotion and is being unfairly discriminated against and that she is victimized by the Municipality. The employee's attorneys Ismail and Dahya Attorneys served an Application for Default Judgment on the Municipality, subsequent to which Levendal Attorneys were appointed via formal quotation to oppose the Default Judgment and Statement of Claim instituted by the employee. The Municipality has served and filed its statement of response in the matter and the matter was set down for argument. The court referred the matter back to the parties for round table discussion and possible settlement. Levendal Attorneys has been appointed to attend to this matter via a formal quotation process and has the relevant background, institutional experience and expertise to attend to this matter. Except for a deviation no other supply chain management process can be followed to appoint Levendal Attorneys for this matter.	R 101 332,00 (Incl.Vat)

6.4 Legal Implications

The regulation applicable is:

GNR.868 of 30 May 2005: Municipal Supply Chain Management Regulations: Deviations from and ratification of minor breaches of, procurement processes.

6.5 Staff Implications

No staff implications

6.6 Previous / Relevant Council Resolutions

None

6.7 Risk Implications

That the market may not be tested.

The measures in place to deal with deviations mitigate the risk to an acceptable level. The auditor general also audit the deviations during the yearly audit.

6.8 Comments from Senior Management

The item was not circulated for comment except to Municipal Manager

6.8.1 Municipal Manager

Supports the recommendations

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2022-08-16: ITEM 6.3

that Council notes the deviations as listed for the month of July 2022.

FOR FURTHER DETAILS CONTACT:

NAME	Kevin Carolus
POSITION	***CFO***
DIRECTORATE	***Finance***
CONTACT NUMBERS	***021 808 8528***
E-MAIL ADDRESS	***Kevin.Carolus@stellenbosch.gov.za***
REPORT DATE	03 August 2022

9.	REPORT BY THE MUNICIPAL MANAGER RE OUTSTANDING RESOLUTIONS

No report submitted as outstanding resolutions serves at Section 80 Committees.

10.	ITEMS FOR NOTING

10.1	REPORT/S BY THE EXECUTIVE MAYOR

NONE

10.2	REPORT/S BY THE SPEAKER

NONE

10.3	REPORT/S BY THE MUNICIPAL MANAGER

10.3.1	REPORTING ON THE RELIEF AND CHARITABLE FUND (MAYORAL FUND) 2021/22

Collaborator No:
IDP KPA Ref No: **Good governance and Compliance**
Meeting Date: **24 August 2022**

1. REPORTING ON THE RELIEF AND CHARITABLE FUND (MAYORAL FUND) – 2021/22

2. PURPOSE

To provide feedback to Council on the donations that was paid out to applicants during the 2021/22 financial year as per the approved Guidelines.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

The Executive Mayor receives on a regular basis applications for grants donations and financial assistance from various organisations, groups and individuals. Most of these are dealt with through the normal Grants-in-Aid Policy, but some deserving applications fall outside the ambit of the policy.

It is for this reason that a mechanism was put in place that could address these deserving relief and/or charitable cases. Thus, the establishment of a “Relief and/or Charitable Fund” for this purpose.

5. RECOMMENDATION

that Council notes the income and expenditure of the Relief and/or Charitable Fund (Mayoral Fund) for the period 2021/22.

6. DISCUSSION / CONTENTS

6.1 Background

The Relief and/or Charitable Fund was established in 2017. The Municipal Manager must report to Council in respect of the status of the "Fund" including amounts withdrawn, and the names and amounts of the beneficiaries. Any donation(s) received must also be reported.

6.2 Discussion

On 31 March 2022, a Mayoral Golf Day was held at Stellenbosch Golf Club, and a donation of R120 000.00 was received towards the fund. The list of funds paid out for the period 2021/2022 is attached as **ANNEXURE 1**.

6.3 Financial Implications

Funds to the value of R45 966.78 was paid out to deserving applicants.

6.4 LEGAL IMPLICATIONS

Municipal Financial Management Act:

Relief, charitable, trust or other funds

12.(1) No political structure or office-bearer of a municipality may set up a relief, charitable, trust or other fund of whatever description except in the name of the municipality. Only the municipal manager may be the accounting officer of any such fund.

(2) A municipality may in terms of section 7 open a separate bank account in the name of the municipality for the purpose of a relief, charitable, trust or other fund.

(3) Money received by the municipality for the purpose of a relief, charitable, trust or other fund must be paid into a bank account of the municipality, or if a separate bank account has been opened in terms of subsection (2), into that account.

(4) Money in a separate account opened in terms of subsection (2) may be withdrawn from the account without appropriation in terms of an approved budget, but only—

(a) by or on the written authority of the accounting officer acting in accordance with decisions of the municipal council; and

(b) for the purposes for which, and subject to any conditions on which, the fund was established or the money in the fund was donated.

ANNEXURES:

List of funds for 2021/22

FOR FURTHER DETAILS CONTACT:

NAME	Geraldine Mettler
POSITION	Municipal Manager
DIRECTORATE	Municipal Manager
CONTACT NUMBERS	021 808 8025
E-MAIL ADDRESS	municipal.manager@stellenbosch.gov.za
REPORT DATE	10 August 2022

APPENDIX 1

DONATIONS: MAYORAL FUND 2021/2022					
NR	**NAME OF APPLICANT**	**DATE OF APPLICATION**	**DATE APPROVED**	**FUNDING APPROVED FOR**	**AMOUNT APPROVED**
1	Winelands Parasupport	23/09/2021	30/09/2021	Donation towards the 3 athletes who are facing financial burdens. They competed at the 2020 Tokyo Paralympic Games.	R6 000.00
2	N Khonkwane	05/10/2021	06/10/2021	Donation for the grave to be taken from the Mayoral Fund upon receipt of the request for assistance.	R1 179.78
3	Work for Community	05/12/2021	15/12/2021	Donation towards the NPO to assist with a Christmas party for children in Cloetesville.	R5 000.00
4	Mey Flower Funerals	17/01/2022	20/01/2022	Donation towards the removal of the body and the grave site for late R Esau.	R2 287.00
5	Rynse VGK obo M Layman	07/04/2022	07/04/2022	Donation towards Ms M Layman for a corneal transplant. Application submitted by Minister of the Rynse VGK Gemeente on behalf of Ms Layman.	R3 000.00
6	Western Cape Blackball Association	29/04/2022	05/05/2022	Treasurer of WCBA submitted request for donation on behalf of L Crombie for assistance to attend African Blackball Championship, 9 – 29 May 2022, Johannesburg.	R3 000.00
7	Fredericks Funeral obo Baartman Family	25/05/2022	27/05/2022	Donation towards the cost of the funeral for the late C Baartman.	R5 000.00
8	J Adams obo L Adams SASN netbal Tournament	27/05/2022	27/05/2022	Donation towards the travel costs of T Z Adams to attend the SANS All Ages Netball tournament, Boksburg, Johannesburg.	R3 000.00
9	SJ Community Hearts	02/06/2022	30/06/2022	Donation towards Ms S Adonis and Mr J Daniels attending the MWI International Pageant in Dubai (23 – 28 August 2022).	R3 000.00
10	Kayamandi High School	17/06/2022	23/06/2022	Donation towards the cost to attend the SASCE competition in Johannesburg on 30 June 2022.	R10 000.00
11	Devine Funerals obo E Cornellissen	14/06/2022	23/06/2022	Donation towards the funeral of the late E Cornellison.	R4 500.00
				TOTAL APPROVED AND DONATED	**R45 966.78**

11.	**CONSIDERATION OF ITEMS BY THE EXECUTIVE MAYOR: [ALD G VAN DEVENTER (MS)]**

11.1	**PROTECTION SERVICES: (PC: CLLR R BADENHORST)**

NONE

11.2	**YOUTH, SPORTS AND CULTURE: [PC: CLLR R ADAMS]**

NONE

11.3	**CORPORATE SERVICES: (PC: CLLR L NKAMISA)**

NONE

11.4	**FINANCIAL SERVICES: (PC: CLLR P JOHNSON)**

NONE

11.5	**HUMAN SETTLEMENTS: (PC: CLLR J FASSER)**

NONE

11.6	**INFRASTRUCTURE SERVICES : (PC : CLLR Z DALLING (MS))**

11.6.1	**PARKING FEE IMPLEMENTATION ALONG THE MAIN ROAD IN THE CENTRAL BUSINESS DISTRICT AREA OF FRANSCHHOEK**

Collaborator No:
KPA Ref No: ***Good Governance & Compliance***
Meeting Date: **24 August 2022**

1. SUBJECT: PARKING FEE IMPLEMENTATION ALONG THE MAIN ROAD IN THE CENTRAL BUSINESS DISTRICT AREA OF FRANSCHHOEK

2. PURPOSE

To inform Council of the Municipality's intention to introduce parking management along the Main Road in the Central Business District (CBD) area of Franschhoek.

3. DELEGATED AUTHORITY

Municipal Council.

4. EXECUTIVE SUMMARY

Schedule 5B of the Constitution determines that Public Parking is a Local Government competence. Stellenbosch Municipality is therefore responsible for the supply, maintenance and management of public parking within its area of jurisdiction.

Parking Management is implemented where there is an increased demand for parking. Parking Management comprises the implementation of parking fees, collection of fees and other associated tasks. The municipality implemented parking management in the Stellenbosch CBD area in 2013.

Currently, parking in Franschhoek is not being managed in terms of the above, however with the recent increases in economic and commercial activities, the demand for parking has increased. With the increase in demand for parking, the Municipality intends to implement Parking Management on approximately 146 bays located in the Main Road.

5. RECOMMENDATIONS

(a) that Council takes note of this report.

(b) that a public notice be compiled and advertised informing the public of council's intention.

6. DISCUSSION / CONTENTS

6.1 Background

Schedule 5B of the Constitution determines that Public Parking is a Local Government competence. Stellenbosch Municipality is therefore responsible for the supply, maintenance and management of public parking within its area of jurisdiction.

Parking Management is implemented where there is an increased demand for parking. Parking Management comprises the implementation of parking fees, collection of fees and other associated tasks. The municipality implemented parking management in the Stellenbosch CBD area in 2013.

Recent commercial developments in the Franschhoek CBD, have led to an increase in the demand for parking, necessitating the need to review parking strategies and implement Parking Management along the Main Road in Franschhoek CBD.

6.2 Discussion

Paid parking is intended to be used as a method to manage travel demand within Central Business Districts areas. The management of parking forms part of the Municipality's Parking Strategy and had been listed as a strategic intervention in the Municipality's Comprehensive Integrated Transport Plans (CITP) and these were carried forward into the Integrated Development Plan (IDP).

The need to manage parking is closely related to the demand for the parking; where the parking demand is low, the need to manage parking areas decreases. Currently, parking in Franschhoek is not being managed in terms of the above, however with the recent increases in economic and commercial activities, the demand for parking has increased. With the increase in demand for parking in the Municipality intends to implement parking management on approximately 146 bays located in the Main Road.

By implementing a suitable model, charging appropriately set parking fees accompanied by effective enforcement, local economic development will be supported. The on-street parking in the Main Road of Franschhoek is better suited for the short-term parking management model, which allows for increased bay rotation, ensuring that regular parking turnover occurs adjacent to business and shop fronts, benefiting these places of business.

Off-street parking areas, which are better suited for long-term parking, are lower priced and normally located further away from commercial centers. The Municipality has provided an alternative, where free long-term parking is available behind the Town Hall, at the corner of Dirkie Uys and La Rochelle Streets.

6.3 Financial Implications

The municipality would receive all income generated from parking fees. The revenue generated with parking fees can then be used to offset expenses associated with staffing and other resource requirements.

Note: Estimated Costs for Card machines

- Card machines @ R480 per machine – investigation to be conducted to determine how many will be required and confirm the cost
- Commission tariff: Credit Card@ 1.74%, Debit Card@ 0.69% and foreign bank cards@ 2.50%. Commission to be confirmed.
- All transactions by credit card at a commission of 1.74%.

This information must be read with the information on the costs for staff below.

6.4 Legal Implications

The Municipality may only levy tariffs as contained in the Tariff book and which gets approved once a year during the budget cycle process. This includes a public participation process during which the public can provide input in regard to inputs/comments on proposed tariffs/fee the municipality intends to implement during the following financial year. In terms of the MFMA the public participation process runs between the months of March (when a draft budget is approved) and mid may (before the final budget is approved). There are no tariffs or fees for parking management in Franschhoek approved for 2022/23 financial year. Amendments to an approved budget may only take place through an adjustment budget and council may not increase municipal tax or tariffs during a financial year (clause 28(6) of MFMA) during just an adjustment budget. Where residents have not be part of parking management through the payment of a tariff such a tariff cannot be introduced unless it is part of the normal budgeting process otherwise it will be seen as an "increase". Council have even when we lowered the tariffs or fee gone through a public participation process as it influences the income of the municipality. It is advised that if parking management is intended for Franschhoek through the introduction of a parking fee/tariff it forms part of the 2023/24 financial year's budget cycle and public participation process.

The expenses to implement parking management internally is not sustainable as we have seen with the Stellenbosch process. We do not have the internal capacity to deal with the process and the costs to employ staff inhouse is too high for the returns and therefore makes it unsustainable.

6.5 Previous / Relevant Council Resolutions

None

6.6 Staff implications

Breakdown of financial costing based on using EPWP program:

Once-off Cost

Description	Comment
Uniforms	1 Officers @ R5 000 per officer
Radios	1 radio per 2 officers @ R15 000 per radio

Monthly costs

Description	Cost	Comment
Salaries – Parking Marshals EPWP	1 Officers @ R5 000 per officer	1 Officer

Total number of officers to be determined.

6.7 Risk Implications

If council approve a Franschhoek CBD parking fee during the 2022/2023 financial year it will be in contravention with the Municipal Finance Management Act (MFMA).

6.8 Comments from Senior Management

6.8.1 *Director: Planning and Economic Development*

I have no comment and support the item.

6.8.2 Director: Community and Protection Services

Comments were provided under staff- and financial implications.

1) The Total card machines will have to be confirmed and cannot be determined

2) The current commission tariff charged for transactions must be confirmed. What is reflected is the old amount for Stellenbosch.

3) The cost for all transactions commissions tariffs charged must be confirmed – what is indicated above is the Stellenbosch arrangement.

4) The estimated commission amounts must be confirmed - what is indicated above is the Stellenbosch arrangement.

5) The costs for supervisors have not been included as it depends on how many shifts will be needed. If two shifts will be required as in Stellenbosch, 2 supervisors will be required at a cost of about R 7500 per supervisor and be fixed term contract positions

6) The costs for the clerks have not been indicated as it will depend on the amount of officers. Two shifts will be required at a cost of about R 6500 per clerk and will be fixed term contract positions.

6.8.3 Chief Financial Officer

No provision is made in the council approved tariffs for a Franschhoek parking fee. Section 24 of the MFMA provides that new tariffs for property rates, electricity, water and any other taxes and tariffs may only be implemented from the start of the municipal financial year (1 July).

Furthermore in terms of Section 28 (6) of the MFMA a municipal tax and tariffs may not be increased during a financial year.

6.8.4 Director Corporate Services

I do not support the recommendations before the provisions of the legislation has been complied with. It has proven that implementing a system with EPWP employees is not a long-term solution and creates a lot of conflict and expectations of employment that is not realistic. The costs for doing the process in-house has proven unsustainable in Stellenbosch town due to high employment costs and over estimation of income.

I do support the notion that it must be moneyless transactions. Alternative process of implementation should be considered – either to deal with a tender for a service provider to do the parking management at a fee or install clever parking meters. The latter will have to be procured and must preferably not take coins or money. Both processes can only be implemented after tariffs has been approved.

6.8.5 Municipal Manager

Given the CFO's comment, this project can only be implemented in the next financial year. It is assumed that the on-street parking in Franschhoek will operate on the exact terms of Stellenbosch and therefore provision should be made for parking attendants and once-off cost for uniforms and operational requirements.

The alternative to provide parking through external mechanism should be considered as an option rather than providing it internally.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2022-08-16: ITEM 7.6.6

(a) that Council takes note of this report; and

(b) that a notice be compiled for publication to obtain public inputs in regard to the Council intention to start with parking management along the main road in Franschhoek.

FOR FURTHER DETAILS CONTACT:

NAME	Shane Chandaka
POSITION	***Director***
DIRECTORATE	***Infrastructure Services***
CONTACT NUMBERS	***021 808 8213***
E-MAIL ADDRESS	***Shane.Chandaka@stellenbosch.gov.za***
REPORT DATE	***4 August 2022***

11.7	**PARKS, OPEN SPACES AND ENVIRONMENT: (PC: J JOON)**

NONE

11.8	**PLANNING: (PC: CLLR C VAN WYK (MS)**

NONE

11.9	**LOCAL ECONOMIC DEVELOPMENT AND TOURISM: (PC: CLLR R DU TOIT (MS)**

NONE

11.10	**RURAL MANAGEMENT: (PC: CLLR J WILLIAMS)**

NONE

11.11	**MUNICIPAL MANAGER (MS G METTLER)**

11.11.1	**SIGNED PERFORMANCE AGREEMENT 2022/23 OF THE DIRECTOR: INFRASTRUCTURE SERVICES**

Collaborator No: **733855**
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **16 August 2022**

1. SUBJECT: SIGNED PERFORMANCE AGREEMENT 2022/23 OF THE DIRECTOR: INFRASTRUCTURE SERVICES

2. PURPOSE

To submit to Council, for notification, the following:

(a) The signed Performance Agreement 2022/23 of the Director: Infrastructure Services.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

Regulation 4(4)(a) of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006, requires that a separate performance agreement be signed within ninety (90) calendar days after the assumption of duty and annually within one month after the commencement of the new financial year.

The Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA) further requires that the signed performance agreements be promptly submitted to the Council.

The Director: Infrastructure Services was appointed by Council and assumed office on Monday, 01 August 2022.

5. RECOMMENDATION

that the signed Performance Agreement 2022/23 of the Director: Infrastructure be noted.

6. DISCUSSION

6.1.1 Background

Regulation 4(4)(a) of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006, requires that a separate performance agreement be signed within ninety (90) calendar days after the assumption of duty and annually within one month after the commencement of the new financial year.

The performance agreement 2022/23 of the Director: Infrastructure Services was concluded on 03 August 2022. Therefore, the municipality complied with Regulation (4)(4)(a) of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006.

6.2. Financial Implications

There are no financial implications beyond that which has been provided for in the 2022/23 MTREF Budget.

6.3. Legal Implications

According to Section 57(2) of the MSA, the performance agreement/s must be concluded annually: "(a) …within one month after the beginning of each financial year of the municipality."

In terms of Section 53(3)(b) of the MFMA the Executive Mayor must ensure that the performance agreements are *"…submitted to the council and the MEC for local government in the province."*

The MFMA also requires the municipality, in terms of Section 53(3)(b), to make public the signed performance agreements.

According to Regulation 23 of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 805 of 2006, the purpose of the agreement is to:

"(1) comply with the provisions of Section 57(1)(b),(4A), (4B), (46) and (5) of the Act as well as the employment contract entered into between the parties;

(2) specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;

(3) specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;

(4) monitor and measure performance against set targeted outputs;

(5) use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;

(6) in the event of outstanding performance, to appropriately reward the employee; and

(7) give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery."

Regulation 4(4)(a) of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers, 2006, requires that a separate performance agreement be signed within ninety (90) calendar days after the assumption of duty and annually within one month after the commencement of the new financial year.

6.4. Staff Implications

This report has no staff implications for the municipality.

6.5. Risk Implication

None

6.6. Comments from Senior Management

6.6.1. Comments from the Municipal Manager
Supported

6.6.2. Chief Financial Officer
Supported

6.6.3. Director: Infrastructure Services
Supported

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2022-08-16: ITEM 7.11.1

that the signed Performance Agreement 2022/23 of the Director: Infrastructure be noted.

ANNEXURES

Performance Agreement 2022/23 for:

- Mr Preshane Chandaka – Director : Infrastructure Services (**ANNEXURE 1**)

FOR FURTHER DETAILS CONTACT:

NAME	Geraldine Mettler
POSITION	Municipal Manager
DIRECTORATE	Office of the Municipal Manager
CONTACT NUMBERS	021 808 8025
E-MAIL ADDRESS	mm@stellenbosch.gov.za
REPORT DATE	03 August 2022

ANNEXURE 1

STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Performance Agreement

2022 – 2023

Director:

Infrastructure Services

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN
STELLENBOSCH MUNICIPALITY HEREBY REPRESENTED BY:

THE MUNICIPAL MANAGER
Ms Geraldine Mettler
(herein and after referred as Employer)

AND

DIRECTOR: INFRASTRUCTURE SERVICES
Mr Preshane Chandaka
(herein and after referred as Employee)

FOR THE FINANCIAL YEAR:

01 JULY 2022 – 30 JUNE 2023

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Director: Infrastructure Services
Mr Preshane Chandaka

Municipal Manager:
Ms Geraldine Mettler

1. INTRODUCTION

1.1 The Employer, duly represented by **Ms Geraldine Mettler**, in her capacity as the Municipal Manager has entered into a contract of employment with the Employee, **Mr Preshane Chandaka**, in terms of section 57(1)(a) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties";

1.2 Section 57(1)(b) of the Systems Act, read with the Contract of Employment concluded between the parties, requires the Parties to conclude an annual performance agreement;

1.3 The Parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will promote local government policy goals;

1.4 The Parties wish to ensure that there is compliance with Sections 57(4B) and 57(5) of the Systems Act;

1.5 In this Agreement, the followings terms will have the meaning ascribed thereto:

1.5.1 "this Agreement" – means the performance agreement between the Employer and the employee and the Annexures thereto;

1.5.2 "the **Municipal Manager**" – means the Municipal Manager of the Municipality appointed in terms of Section 54(A) of the Systems Act;

1.5.3 "the Employee" means the **Director: Infrastructure Services** appointed in terms of Section 56 of the Systems Act;

1.5.4 "the Employer" means **Stellenbosch Municipality**; and

1.5.5 "the Parties" means the Employer and Employee.

2. PURPOSE OF THIS AGREEMENT

2.1 To comply with the provisions of Section 57(1)(b), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the Parties;

2.2 To specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance targets and accountabilities;

2.3 To specify accountabilities as set out in the Performance Plan (Annexure A);

2.4 To monitor and measure performance against set targeted outputs and outcomes;

2.5 To establish a transparent and accountable working relationship;

2.6 To appropriately reward the employee in accordance with section 11 of this agreement; and

2.7 To give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining improved service delivery.

3. COMMENCEMENT AND DURATION

3.1 This Agreement will commence on **01 August 2022** and will remain in force until **30 June 2023** where-after a new Performance Agreement shall be concluded between the parties for the next financial year or any portion thereof for the 2022/23 financial year;

3.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31st of July of the succeeding financial year;

3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason; and

3.4 The content of this Agreement may be revised at any time during the abovementioned period to determine the current applicability of the matters previously agreed upon.

4. PERFORMANCE OBJECTIVES

4.1 The Performance Plan (Annexure A) sets out –

4.1.1 The performance objectives and targets that must be met by the Employee;

4.1.2 The time frames within which those performance objectives and targets must be met; and

4.1.3 The core competency requirements (Annexure B – definitions) as the management skills regarded as critical to the position held by the Employee.

4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Employer, and shall include:

4.2.1 Key objectives that describe the main tasks that need to be done;

4.2.2 Key performance indicators (KPIs) that provide the details of the evidence that must be provided to show that a key objective has been achieved;

4.2.3 Target dates that describe the timeframe in which the targets must be achieved; and

4.2.4 Weightings showing the relative importance of the key objectives to each other.

4.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and

4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

5.1 The Employee agrees to participate in the performance management system that the Employer adopted for the employees of the Employer;

5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the employees and service providers to perform to the standards required;

5.3 The Employer will consult the Employee about the specific performance standards and targets that will be included in the performance management system applicable to the Employee;

5.4 The Employee undertakes to actively focus on the promotion and implementation of the Strategic Focus Areas (SFAs) (including special projects relevant to the employee's responsibilities) within the local government framework;

5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, SFAs and Competency Framework requirements as per the Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers, both of which shall be contained in the Performance Agreement;

5.6 The Employee's assessment will be based on his performance in terms of the outputs / outcomes (KPIs) identified as per the attached Performance Plan (Annexure A), which are linked to the SFAs applicable to the Employee, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee.

Table 1: Strategic Focus Areas

Strategic Focus Areas
SFA 1 - Valley of Possibility
SFA 2 - Green and Sustainable Valley
SFA 3 - Safe Valley
SFA 4 - Dignified Living
SFA 5 - Good Governance and Compliance

5.7 The competency requirements for senior managers as per Regulation 9 of Local Government: Regulations on Appointment and Conditions of Employment of Senior Managers will make up the other 20% of the Employee's assessment score. The competencies will be assessed every six (6) months (January and July).

Table 2: Leading and Core Competencies

Leading and Core Competencies		
1.	**Strategic direction and leadership**	• Impact and influence • Institutional performance management • Strategic planning and management • Organisational awareness
2.	**People management**	• Human capital planning and development • Diversity management • Employee relations management • Negotiation and dispute management
3.	**Programme and project management**	• Programme and project planning and implementation • Service delivery management • Programme and project monitoring and evaluation
4.	**Financial management**	• Budget planning and execution • Financial strategy and delivery • Financial reporting and delivery
5.	**Change leadership**	• Change vision and strategy • Process design and improvement • Change impact monitoring and evaluation
6.	**Governance leadership**	• Policy formulation • Risk and compliance management • Cooperative governance
7.	**Moral competence**	• Core Competency
8.	**Planning and organising**	• Core Competency
9.	**Analysis and innovation**	• Core Competency
10.	**Knowledge and information management**	• Core Competency
11.	**Communication**	• Core Competency
12.	**Results and quality focus**	• Core Competency

6. PERFORMANCE ASSESSMENT

6.1 The Performance Plan (Annexure A) to this Agreement sets out –

6.1.1 The standards and procedures for evaluating the Employee's performance; and

6.1.2 The intervals for the evaluation of the Employee's performance.

6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force;

6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames;

6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP) as described in 6.6 – 6.12 below;

6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;

6.6 Assessment of the achievement of results as outlined in the performance plan:

6.6.1 Each KPI or group of KPIs shall be assessed according to the extent to which the specified standards or performance targets have been met and with due regard to ad-hoc tasks that had to be performed under the KPI;

6.6.2 A rating on the five-point scale shall be provided for each KPI or group of KPIs which will then be multiplied by the weighting to calculate the final score;

6.6.3 The Employee will submit his self-evaluation to the Employer prior to the formal assessment;

6.6.4 In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The employee should provide sufficient evidence in such instances; and

6.6.5 An overall score will be calculated based on the total of the scores calculated above.

6.7 Assessment of the Competencies:

6.7.1 Each Competency shall be assessed in terms of the description provided in (Annexure B);

6.7.2 A rating shall be provided for each Competency which will then be multiplied by the weighting to calculate the final score; and

6.7.3 An overall score will be calculated based on the total of the scores calculated above.

6.8 Overall rating

6.8.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.5 and 6.7.3 above; and

6.8.2 Such overall rating represents the outcome of the performance appraisal.

6.9 The assessment of the performance of the Employee will be based on the following rating scales for SFAs and Competencies respectively:

6.9.1 Rating scale for SFAs - as mentioned in paragraph 5.6:

Table 3: Performance rating scale

Level	Terminology	Description
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against almost all the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

6.9.2 Rating scale for Competencies -as mentioned in paragraph 5.7:

Table 4: Rating scale for Competencies

Level	Achievement Levels	Description
5	Superior	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops, and applies comprehensive concepts and methods
4	Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analyses

Level	Achievement Levels	Description
3	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
2	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
1	Sub Standard	Applies little to no basic concepts, methods, and understanding of local government operations.

6.10 For purposes of evaluating the performance of the Employee for the year-end reviews, an evaluation panel constituted of the following persons will be established–

6.10.1 Municipal Manager;

6.10.2 Municipal Manager from another municipality;

6.10.3 Chairperson of the Performance Audit Committee or in his/her absence thereof, the Chairperson of the Audit Committee; and

6.10.4 The Member of the Mayoral Committee (Portfolio Chairperson).

6.11 The Municipal Manager will evaluate the performance of the Employee as at the end of the 1st, and 3rd quarters; and

6.12 The Municipal Manager will give performance feedback to the Employee within five (5) working days after each quarterly and annual assessment meeting.

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of the Employee in relation to his performance agreement shall be reviewed on the following dates.

Table 5: Schedule for performance reviews

Quarter	Review Period	Review to be completed by
1	July - September	October / November 2022 (Informal)
2	October – December	January / February 2023 (Formal)
3	January – March	April / May 2023 (Informal)
4	April - June	After the receipt of the AG's Management Report

7.2 The Employer shall keep a record of the mid-year and year-end assessment meetings;

7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance;

7.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure A from time to time for operational reasons. The Employee will be fully consulted before any such change is made; and

7.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented, and/or amended as the case may be. In that case, the Employee will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

8.1 The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure C. Such a Plan may be implemented and/or amended as the case may be after each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall-

9.1.1 Create an enabling environment to facilitate effective performance by the employee;

9.1.2 Provide access to skills development and capacity-building opportunities;

9.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact the performance of the Employee;

9.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him to meet the performance objectives and targets established in terms of this Agreement; and

9.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time assisting him to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

10.1 The Employer agrees to consult the Employee timeously where the exercising of its powers will have amongst others-

10.1.1 A direct effect on the performance of any of the Employee's functions;

10.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and

10.1.3 A substantial financial effect on the Employer.

10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in clause 12.1 as soon as is practicable to enable the Employee to take any necessary action with delay.

11. REWARD

11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance;

11.2 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter and as informed by the quarterly performance assessments;

11.3 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:

Table 6: Performance bonus calculations

Performance Rating		Bonus Calculation
0% - 64%	Poor Performance	0% of total package
65% - 69%	Average Performance	5% of the total package
70% - 74%	Fair Performance	9% of the total package
75% - 79%	Good Performance	11% of the total package
80% - 100%	Excellent Performance	14% of the total package

11.4 In the event of the Employee terminating his services during the validity period of this Agreement, the Employee's performance will be evaluated for the portion during which he was employed, and he will be entitled to a pro-rata performance bonus based on his evaluated performance for the period of actual service; and

11.5 The Employer will submit the total score of the annual assessment and of the Employee, to the full Council for purposes of recommending the bonus allocation.

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1 Where the Employer is, any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting;

12.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;

12.3 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference; and

12.4 In the case of unacceptable performance, the Employer shall –

12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his performance; and

12.4.2 After appropriate performance counselling and having provided the necessary guidance and / or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his or her duties.

13. DISPUTE RESOLUTION

13.1 In the event that the Employee is dissatisfied with any decision or action of the Employer in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Employee has achieved the performance objectives and targets established in terms of this Agreement, the Employee may within 3 (three) business days, meet with the Employer with a view to resolving the issue. The Employer will record the outcome of the meeting in writing;

13.2 If the Parties cannot resolve the issues within 10 (ten) business days, an independent arbitrator, acceptable to both parties, shall be appointed to resolve the matter within 30 (thirty) business days; and

13.3 In the event that the mediation process contemplated above fails, the relevant clause of the Contract of Employment together with the relevant laws and regulations shall apply.

14. GENERAL

14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer; and

14.2 Nothing in this agreement diminishes the obligations, duties, or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives, or other instruments.

Director: Infrastructure Services
Mr Preshane Chandaka

Municipal Manager:
Ms Geraldine Mettler

Thus, done and signed at STELLENBOSCH on the 03rd day of AUGUST 2022

DIRECTOR: INFRASTRUCTURE SERVICES

AS WITNESSES:

1.

2.

Thus, done and signed at Stellenbosch on the 03rd day of August 2022

MUNICIPAL MANAGER

AS WITNESSES:

1.

2.

MEMBER OF MAYORAL COMMITTEE
(Portfolio: Infrastructure Services)
Cllr Z Dalling

Director: Infrastructure Services
Mr Preshane Chandaka

Municipal Manager
Ms Geraldine Mettler

STELLENBOSCH
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Annexure A
Performance Plan

DIRECTOR: INFRASTRUCTURE SERVICES

Director: Infrastructure Services
Mr Preshane Chandaka

Municipal Manager:
Ms Geraldine Mettler

The Performance Plan sets out:

a) Key Performance Areas that the employee should focus on, performance objectives, key performance indicators and targets that must be met within a specific timeframe; and

b) The Competencies required from employees prescribed in the Regulations on the appointment and conditions of employment of senior managers, R21 of 2014.

KEY PERFORMANCE INDICATORS

The key performance areas, the performance objectives, key performance indicators and targets that must be met within the agreed timeframe are described below. The assessment of these performance indicators will account for 80% (**eighty per cent)** of the total employee assessment score.

Part 1: Implementation of Service Delivery and Budget Implementation Plan (80%)

DIRECTOR: INFRASTRUCTURE SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2020/21)	5 Year Target	2022/23	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2022/23)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good governance and Compliance	Effective Management and Functional Supervision of the Department: Water and Wastewater Services	Percentage of indicators of the Department: Water and Wastewater Services achieved, measured quarterly	Outcome	50,76%	80% per annum	80%	SM	80%	80%	80%	80%	4
TBC	SFA 5: Good governance and Compliance	Effective Management and Functional Supervision of the Department: Infrastructure Planning, Development and Implementation	Percentage of indicators of the Department: Infrastructure Planning, Development and Implementation achieved, measured quarterly	Outcome	77,23%	80% per annum	80%	SM	80%	80%	80%	80%	4

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Director: Infrastructure Services
Mr Preshane Chandaka

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Municipal Manager:
Ms Geraldine Mettler

DIRECTOR: INFRASTRUCTURE SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2020/21)	5 Year Target	2022/23	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2022/23)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good governance and Compliance	Effective Management and Functional Supervision of the Department: Roads, Transport and Storm Water (RTS)	Percentage of indicators of the Department: Roads, Transport and Storm Water (RTS) achieved, measured quarterly	Outcome	73,30%	80% per annum	80%	SM	80%	80%	80%	80%	4
TBC	SFA 5: Good governance and Compliance	Effective Management and Functional Supervision of the Department: Electrical Services	Percentage of indicators of the Department: Electrical Services achieved, measured quarterly	Outcome	54,30%	80% per annum	80%	SM	80%	80%	80%	80%	4
TBC	SFA 5: Good governance and Compliance	Effective Management and Functional Supervision of the Department: Waste Services	Percentage of indicators of the Department: Waste Services achieved, measured quarterly	Outcome	76,72%	80% per annum	80%	SM	80%	80%	80%	80%	4
TBC	SFA 5: Good governance and Compliance	Effective Management and Functional Supervision of the Section: Support Services	Percentage of indicators of the Section: Support Services achieved, measured quarterly	Outcome	New KPI	80% per annum	80%	SM	80%	80%	80%	80%	2
KPI016	SFA 2 - Green and Sustainable Valley	Reduce organic waste	Percentage of organic waste reduced by 30 June	Outcome	48%	20% per annum	20%	SM	N/A	N/A	N/A	20%	1
KPI020	SFA 2 - Green and Sustainable Valley	Conduct an External Audit of the Stellenbosch Municipal Waste Disposal Facilities	Number of external audits of the Stellenbosch Municipal Waste Disposal Facilities conducted by 30 June	Output	1	1 per annum	1	SM	N/A	N/A	N/A	1	1
KPI021	SFA 2 - Green and Sustainable Valley	Implementation of identified waste minimisation projects	Number of identified waste minimisation projects implemented by 30 June	Output	2	2 per annum	2	SM	N/A	N/A	1 (1)	1 (2)	1

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Director: Infrastructure Services
Mr Preshane Chandaka

.....
Municipal Manager:
Ms Geraldine Mettler

DIRECTOR: INFRASTRUCTURE SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2020/21)	5 Year Target	2022/23	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2022/23)				Weight
									Q1	Q2	Q3	Q4	
KPI022	SFA 2 - Green and Sustainable Valley	Wastewater quality measured ito the Department of Water and Sanitation's License Conditions for physical and micro parameters	Percentage of wastewater quality compliance as per the analysis certificate, measured quarterly	Outcome	51%	70% per annum	70%	SM	70%	70%	70%	70%	1
KPI027	SFA 4 - Dignified Living	Installation of new standpipes	Number of new standpipes installed by 30 June	Output	New KPI	50 per annum	50	SM	N/A	20 (20)	N/A	50 (50)	1
KPI028	SFA 4 - Dignified Living	Provision of waterborne toilet facilities in informal settlements as identified by the Department: Integrated Human Settlements	Number of waterborne toilet facilities provided in Informal settlements as identified by the Department: Integrated Human Settlements by 30 June	Output	0	50 per annum	50	SM	N/A	20 (20)	N/A	50 (50)	1
KPI029	SFA 4 - Dignified Living	Limit unaccounted electricity to less than 9% annually {(Number of Electricity Units Purchased and / or Generated - Number of Electricity Units Sold (incl. Free basic electricity)) / Number of Electricity Units Purchased and/or Generated) x 100}	Percentage of average electricity losses measured by 30 June	Outcome	8,86%	<9% per annum	<9%	SM	N/A	N/A	N/A	<9%	1
KPI030	SFA 4 - Dignified Living	Water quality measured quarterly ito the SANS 241 physical and micro parameters	Percentage of water quality level as per the analysis certificate, measured quarterly	Outcome	94,60%	90% per annum	90%	SM	90%	90%	90%	90%	1
KPI031	SFA 4 - Dignified Living	Limit unaccounted water to less than 25%	Percentage of average water losses, measured by 30 June	Outcome	15,75%	<25% per annum	<25%	SM	<25%	<25%	<25%	<25%	1

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Director: Infrastructure Services
Mr Preshane Chandaka

.....
Municipal Manager:
Ms Geraldine Mettler

DIRECTOR: INFRASTRUCTURE SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2020/21)	5 Year Target	2022/23	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2022/23)				Weight
									Q1	Q2	Q3	Q4	
KPI055	SFA 5: Good governance and Compliance	Submission of the revised Wastewater Master Plan to the Municipal Manager	Number of revised Wastewater Master Plans submitted to the Municipal Manager by 30 June	Outcome	New KPI	1 per annum	1	SM	N/A	N/A	N/A	1	1
KPI060	SFA 5: Good governance and Compliance	Submission of the revised Roads Master Plan to the Municipal Manager	Number of revised Roads Master Plans submitted to the Municipal Manager by 30 June	Outcome	New KPI	1 per annum	1	SM	N/A	N/A	N/A	1	1
TBC	SFA 5: Good governance and Compliance	Implementation of the Mayoral Outcomes in the Integrated Development Plan (IDP) for the 2022/23 financial year	Percentage of Mayoral Outcomes in the IDP for the 2022/23 financial year implemented by 30 June	Outcome	New KPI	80% per annum	80%	SM	80%	80%	80%	80%	2
TBC	SFA 5: Good governance and Compliance	Implementation of the Portfolio: Infrastructure Services Outcomes in the Integrated Development Plan (IDP) for the 2022/23 financial year	Percentage of Portfolio: Infrastructure Services Outcomes in the IDP for the 2022/23 financial year implemented by 30 June	Outcome	New KPI	80% per annum	80%	SM	80%	80%	80%	80%	1
TBC	SFA 5: Good governance and Compliance	Implementation of the Municipal Manager's Outcomes in the Integrated Development Plan (IDP) for the 2022/23 financial year	Percentage of Municipal Manager's Outcomes in the IDP for the 2022/23 financial year implemented by 30 June	Outcome	New KPI	80% per annum	80%	SM	80%	80%	80%	80%	1
TBC	SFA 5: Good governance and Compliance	Spend the Directorate: Infrastructure Services approved Capital Budget	Percentage of approved Capital Budget of the Directorate: Infrastructure Services actually spent by 30 June	Input	63%	90% per annum	90%	SM	10%	30%	60%	90%	20

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DIRECTOR: INFRASTRUCTURE SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2020/21)	5 Year Target	2022/23	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2022/23)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 5: Good governance and Compliance	Submission of the final bid specifications for all capital projects to the Bid Specification Committee (BSC) *(2023/24)*	Percentage of final bid specifications for all capital projects submitted to the BSC by 30 June *(50% by 31 March 2023 and 100% by 30 June 2023 for the 2023/24 financial year)*	Output	47%	100% per annum	100%	SM	N/A	N/A	50%	100%	3
TBC	SFA 5: Good governance and Compliance	Submission of detailed procurement needs for all operational projects to the Supply Chain Management (SCM) Department	Number of quarterly detailed procurement needs submitted to SCM Department within10 days before the start of the quarter	Output	4	4 per annum	4	SM	1 (1)	1 (2)	1 (3)	1 (4)	1
TBC	SFA 5: Good governance and Compliance	Performance agreements signed with all identified personnel	Number of performance agreements signed by 31 August	Output	6	6 per annum	6	SM	6	N/A	N/A	N/A	1
TBC	SFA 5: Good governance and Compliance	Conduct formal performance evaluations with all identified personnel	Number of formal performance evaluations conducted with all identified personnel by 28 February	Output	10	12 per annum	12	SM	N/A	N/A	12	N/A	1
TBC	SFA 5: Good governance and Compliance	Develop an Annual Departmental Risk Register	Number of Annual Departmental Risk Registers developed by 31 July	Output	1	1 per annum	1	SM	1	N/A	N/A	N/A	1
TBC	SFA 5: Good governance and Compliance	Evaluation of the Departmental Risk Register	Number of Departmental Risk Registers evaluated by 31 May	Output	2	2 per annum	2	SM	N/A	1 (1)	N/A	1 (1)	1
TBC	SFA 5: Good governance and Compliance	Implementation of Council resolutions	Percentage of Council resolutions implemented measured quarterly	Output	70%	70% per annum	70%	SM	70%	70%	70%	70%	1

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DIRECTOR: INFRASTRUCTURE SERVICES									Service Delivery and Budget Implementation Plan (SDBIP 2022/23)				
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2020/21)	5 Year Target	2022/23	Funding Source	Q1	Q2	Q3	Q4	Weight
TBC	SFA 5: Good governance and Compliance	Raise / Collect Operating Budget revenue of the Department: Infrastructure Services as per approved budget	Percentage of the Department: Infrastructure Services revenue raised / collected by 30 June	Outcome	92%	96% per annum	96%	SM	25%	50%	75%	96%	1
TBC	SFA 2 - Green and Sustainable Valley	Implementation of the Non-Motorised Transport (NMT) Plan	Percentage of actions implemented for the 2022/23 financial year as per the NMT Plan by 30 June	Outcome	90%	90% per annum	90%	SM	5%	30%	60%	90%	2
TBC	SFA 2 - Green and Sustainable Valley	Submission of a Green Energy Strategy to the Municipal Manager	Number of Green Energy Strategies submitted to the Municipal Manager by 31 March	Output	1	1 per annum	1	SM	N/A	N/A	1	N/A	1
TBC	SFA 2 - Green and Sustainable Valley	Implementation of the Integrated Waste Management Plan	Percentage of actions implemented for the 2022/23 financial year as per the Integrated Waste Management Plan by 30 June	Outcome	30%	90% per annum	90%	SM	5%	30%	60%	90%	1
TBC	SFA 5: Good governance and Compliance	Resolve formal complaints received	Percentage of formal complaints resolved within 10 working days after receipt	Outcome	0	90% per annum	90%	SM	90%	90%	90%	90%	1
TBC	SFA 2 - Green and Sustainable Valley	Submission of a Park and Ride Master Plan to the MayCo	Number of Park and Ride Master Plans submitted to the MayCo by 31 March	Output	0	1 per annum	1	SM	N/A	N/A	1	N/A	1
TBC	SFA 2 - Green and Sustainable Valley	Submission of a Waste to Energy Strategy to the Municipal Manager	Number of Waste to Energy Strategies submitted to the Municipal Manager by 31 December	Output	New KPI	1 per annum	1	SM	N/A	1	N/A	N/A	1

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DIRECTOR: INFRASTRUCTURE SERVICES													
IDP/ Ref No.	Strategic Focus Area (SFA)	Indicator (Activity / Project / Programme / Key Initiative)	Unit of Measurement	Indicator type	Baseline (Actual 2020/21)	5 Year Target	2022/23	Funding Source	Service Delivery and Budget Implementation Plan (SDBIP 2022/23)				Weight
									Q1	Q2	Q3	Q4	
TBC	SFA 2 - Green and Sustainable Valley	Submission of a Waste Diversion Strategy to the MayCo	Number of Waste Diversion Strategies submitted to the MayCo by 31 March	Output	0	1 per annum	1	SM	N/A	N/A	1	N/A	1
TBC	SFA 2 - Green and Sustainable Valley	Submission of a Revised Non-motorised Plan (NMT) to the MayCo	Number of Revised NMTs submitted to the MayCo by 31 December	Output	0	1 per annum	1	SM	N/A	1	N/A	N/A	1
TBC	SFA 2 - Green and Sustainable Valley	Submission of a Revised Comprehensive Integrated Transport Plan (CITP) to the MayCo	Number of a revised CITPs submitted to the MayCo by 31 December	Output	0	1 per annum	1	SM	N/A	1	N/A	N/A	1
TBC	SFA 2 - Green and Sustainable Valley	Submission of an Asset Management Framework to the Municipal Manager	Number of Asset Management Frameworks submitted to the Municipal Manager by 31 December	Output	New KPI	1 per annum	1	SM	N/A	1	N/A	N/A	1
TBC	SFA 2 - Green and Sustainable Valley	Submission of a Master Energy Plan to the Municipal Manager	Number of Master Energy Plans submitted to the Municipal Manager by 31 December	Output	0	1 per annum	1	SM	N/A	1	N/A	N/A	1
TBC	Good governance and Compliance	Implementation of the Directorate's actions as per the AGSA Audit Action Plan	Percentage of the Directorate's actions as per the AGSA Audit Action Plan implemented by 30 June	Outcome	0%	100% per annum	100%	SM	N/A	N/A	50%	100%	1
												Total	80

Director: Infrastructure Services
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Part 2: Competency Requirements (20%)

Ref	Leading and Core Competencies	(January) 1st Assessment	(July) Final Assessment	Weights	Comments
2.1	**Strategic direction and leadership**			**1.66%**	
2.2	**People management**			**1.66%**	
2.3	**Programme and project management**			**1.66%**	
2.4	**Financial management**			**1.66%**	
2.5	**Change leadership**			**1.67%**	
2.6	**Governance leadership**			**1.67%**	
2.7	**Moral competence**			**1.67%**	
2.8	**Planning and organising**			**1.67%**	
2.9	**Analysis and innovation**			**1.67%**	
2.10	**Knowledge and information management**			**1.67%**	
2.11	**Communication**			**1.67%**	
2.12	**Results and quality focus**			**1.67%**	
Total				**20%**	

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Annexure B
Competency Framework

DIRECTOR: INFRASTRUCTURE SERVICES

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Strategic Direction and Leadership**
COMPETENCY DEFINITION :	**Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
Understand Institutional and departmental strategic objectives, but	Give direction to a team in realising the institution's strategic mandate and set objectives.	Evaluate all activities to determine value and alignment to strategic intent.	Structure and position the institution to local government priorities.
lacks the ability to inspire others to achieve set mandate.	Has a positive impact and influence on the morale, engagement and participation of team members.	Display in-depth knowledge and understanding of strategic planning.	Actively use in-depth knowledge and understanding to develop and implement a comprehensive institutional framework.
Describe how specific tasks link to institutional strategies but has limited influence in directing a strategy.	Develop action plans to execute and guide strategy.	Align strategy and goals across all functional areas.	Hold self-accountable for strategy execution and results.
Has a basic understanding of institutional performance management, but lacks the ability to integrate systems into a collective whole.	Assist in defining performance measures to monitor the progress and effectiveness of the institution.	Actively define performance measures to monitor the progress and effectiveness of the institution.	Provide impact and influence through building and maintaining strategic relationships.
	Displays an awareness of institutional structures and political factors.	Consistently challenge strategic plans to ensure relevance.	Create an environment that facilitates loyalty and innovation. Display a superior level of self-discipline and integrity in actions.
Demonstrate basic understanding of key decision making.	Effectively communicate barriers to execution to relevant parties.	Understand institutional structures and political factors, and the consequences of actions.	Integrate various systems into a collective whole to optimise institutional performance management.
	Provide guidance to all stakeholders in the achievement of the strategic mandate.	Empower others to follow the strategic direction and deal with complex situations.	
		Guide the institution through complex and ambiguous concern.	Uses understanding of competing interests to maneuver successfully to a win/win outcome.
	Understand the aim and objectives of the institution and relate it to own work.	Use understanding of power relationships and dynamic tensions among key players to frame communications and develop strategies, positions and alliances.	

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**People Management**
COMPETENCY DEFINITION :	**Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives.**

ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
• Participate in team goalsetting and problem solving.	• Seek opportunities to increase team contribution and responsibility.	• Identify ineffective team and work processes and recommend remedial interventions.	• Develop and incorporate best practice people management processes, approaches and tools across the institution.
• Interact and collaborate with people of diverse backgrounds.	• Respect and support the diverse nature of others and be aware of the benefits of a diverse approach.	• Recognise and reward effective and desired behavior.	• Foster a culture of discipline, responsibility and accountability.
	• Effectively delegate tasks and empower others to increase contribution and execute functions optimally.	• Provide mentoring and guidance to others in order to increase personal effectiveness.	• Understand the impact of diversity in performance and actively incorporate a diversity strategy in the institution.
	• Apply relevant employee legislation fairly and consistently.	• Identify development and learning needs within the team.	• Develop comprehensive integrated strategies and approaches to human capital development and management.
• Aware of guidelines for employee development, but requires support in implementing development initiatives.		• Inspire a culture of performance excellence by giving positive and constructive feedback to the team.	
	• Effectively identify capacity requirements to fulfill the strategic mandate.	• Achieve agreement or consensus in adversarial environments. • Lead and unite diverse teams across divisions to achieve institutional objectives.	• Actively identify trends and predict capacity requirements to facilitate unified transition and performance management.

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Programme and Project Management**
COMPETENCY DEFINITION :	**Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives.**

ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
• Initiate projects after approval from higher authorities.	• Establish broad stakeholder involvement and communicate the project status and key milestones.	• Manage multiple programs and balance priorities and conflicts according to institutional goals.	• Understand and conceptualise the long-term implications of desired project outcomes.
• Understand procedures of program and project management methodology, implications and stakeholder involvement.	• Define the roles and responsibilities of the project team and create clarity around expectations.	• Apply effective risk management strategies through impact assessment and resource requirements.	• Direct a comprehensive strategic macro and micro analysis and scope projects accordingly to realise institutional objectives.
• Understand the rational of projects in relation to the institution's strategic objectives.	• Find a balance between project deadline and the quality of deliverables.	• Modify project scope and budget when required without compromising the quality and objectives of the project.	• Influence people in positions of authority to implement outcomes of projects
• Document and communicate factors and risk associated with own work.	• Identify appropriate project resources to facilitate the effective completion of the deliverables.	• Involve top-level authorities and relevant stakeholders in seeking project buy-in.	• Lead and direct translation of policy into workable action plans
• Use results and approaches of successful project implementation as guide.	• Comply with statutory requirements and apply policies in a consistent manner. • Monitor progress and use of resources and make needed adjustments to timelines, steps and resource allocation.	• Identify and apply contemporary project management methodology • Influence and motivate project team to deliver exceptional results. • Monitor policy implementation and apply procedures to manage risks.	• Ensures that programs are monitored to track progress and optimal resource utilisation, and that adjustments are made as needed.

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CLUSTER :	LEADING COMPETENCIES
COMPETENCY NAME :	Change Leadership
COMPETENCY DEFINITION :	Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community.

ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
• Display an awareness of change interventions and the benefits of transformation initiatives.	• Perform an analysis of the change impact on the social, political and economic environment.	• Actively monitor change impact and results and convey progress to relevant stakeholders.	• Sponsor change agents and create a network of change leaders who support the interventions.
• Able to identify basic needs for change.	• Maintain calm and focus during change.	• Secure buy-in and sponsorship for change initiatives.	• Actively adapt current structures and processes to incorporate the change interventions.
• Identify gaps between the current and desired state.	• Able to assist team members during change and keep them focused on the deliverables.	• Continuously evaluate change strategy and design and introduce new approaches to enhance the institution's effectiveness.	• Mentor and guide team members on the effects of change, resistance factors and how to integrate change.
• Identify potential risk and challenges to transformation, including resistance to change factors.	• Volunteer to lead change efforts outside of own work team.	• Build and nurture relationships with various stakeholders to establish strategic alliance in facilitating change.	
• Participate in change programs and piloting change interventions.	• Able to gain buy-in and approval for change from relevant stakeholders.	• Take the lead in impactful change programs.	
	• Identify change readiness levels and assist in resolving resistance to change factors.	• Benchmark change interventions against best change practices.	• Motivate and inspire others around change initiatives.
• Understand the impact of change interventions on the institution within the broader scope of local government.	• Design change interventions that are aligned with the institution's strategic objectives and goals.	• Understand the impact and psychology of change and put remedial interventions in place to facilitate effective transformation. • Take calculated risk and seek new ideas from best practice scenarios and identify the potential for implementation.	

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Financial Management**
COMPETENCY DEFINITION :	**Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand basic financial concepts and methods as they relate to institutional processes and activities	• Exhibit knowledge of general financial concepts, planning, budgeting and forecasting and how they interrelate	• Take active ownership of planning, budgeting and forecasting processes and provides credible answers to queries within own responsibility.	• Develop planning tools to assist in evaluating and monitoring future expenditure trends.
• Display awareness into the various sources of financial data, reporting mechanisms, financial governance, processes and systems	• Assess, identify and manage financial risks.	• Prepare budgets that are aligned to the strategic objectives of the institution.	• Set budget frameworks for the institution.
• Understand the importance of financial accountability	• Assume a cost-saving approach to financial management.	• Address complex budgeting and financial management concerns.	• Set strategic direction for the institution on expenditure and other financial processes.
	• Prepare financial reports based on specified formats.	• Put systems and processes in place to enhance the quality and integrity of financial management practices.	• Build and nurture partnerships to improve financial management and achieve financial savings.
	• Consider and understand the financial implications of decisions and suggestions.	• Advise on policies and procedures regarding asset control.	• Actively identify and implement new methods to improve asset control.
• Understand the importance of asset control.	• Ensure that delegation and instructions as required by National Treasury guidelines are reviewed and updated.		
	• Identify and implement proper monitoring and evaluation practices to ensure appropriate spending against budget.	• Promote National Treasury's regulatory framework for Financial Management.	• Display professionalism in dealing with financial data and processes.

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CLUSTER :	**LEADING COMPETENCIES**
COMPETENCY NAME :	**Governance Leadership**
COMPETENCY DEFINITION:	**Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships.**

ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
• Display a basic awareness of risk, compliance and governance factors but require guidance and development in implementing such requirements.	• Display a thorough understanding of governance and risk and compliance factors and implement plans to address these.	• Able to link risk initiatives into key institutional objectives and drivers.	• Demonstrate a high level of commitment in complying with governance requirements.
• Understand the structure of cooperative government but requires guidance on fostering workable relationships between stakeholders.	• Demonstrate understanding of the techniques and processes for optimising risk taking decisions within the institution.	• Identify, analyse and measure risk, create valid risk forecasts and map risk profiles.	• Implement governance and compliance strategy to ensure achievement of institutional objectives within the legislative framework.
		• Apply risk control methodology and approaches to prevent and reduce risk that impede on the achievement of institutional objectives.	• Able to advise local government on risk management, best practice interventions and compliance management.
		• Demonstrate a thorough understanding of risk retention plans.	• Able to forge positive relationships on cooperative governance level to enhance the effectiveness of local government.t
• Provide input into policy formulation.	• Actively drive policy formulation within the institution to ensure the achievement of objectives.	• Identify and implement comprehensive risk management systems and processes.	
		• Implement and monitor the formulation of policies, identify and analyse constraints and challenges with implementation and provide recommendations for improvement.	• Able to shape, direct and drive the formulation of policies on a macro level.

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Moral Competence**
COMPETENCY DEFINITION :	**Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behavior that reflects moral competence**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Realise the impact of acting with integrity, but requires guidance and development in implementing principles.	• Conduct self in alignment with the values of local government and the institution.	• Identify, develop and apply measures of self-correction.	• Create an environment conducive of moral practices.
• Follow basic rules and regulations of the institution.	• Able to openly admit own mistakes and weaknesses and seek assistance from others when unable to deliver.	• Able to gain trust and respect through aligning actions with commitments.	• Actively develop and implement measures to combat fraud and corruption.
	• Actively report fraudulent activity and corruption with local government.	• Make proposals and recommendations that are transparent and gain the approval of relevant stakeholders.	• Set integrity standards and shared accountability measures across the institution to support the objectives of local government.
	• Understand and honor the confidential nature of matters without seeking personal gain.	• Present values, beliefs and ideas that are congruent with the institution's rules and regulations.	
• Able to identify basic moral situations, but requires guidance and development in understanding and reasoning with moral intent.		• Takes an active stance against corruption and dishonesty when noted.	
	• Able to deal with situations of conflict of interest promptly and in the best interest of local government.	• Actively promote the value of the institution to internal and external stakeholders.	• Take responsibility for own actions and decisions, even if the consequences are unfavorable.
		• Able to work in unity with a team and not seek personal gain.	
		• Apply universal moral principles consistently to achieve moral decisions.	

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Planning and Organising**
COMPETENCY DEFINITION :	**Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk.**

ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
• Able to follow basic plans and organise tasks around set objectives.	• Actively and appropriately organise information and resources required for a task.	• Able to define institutional objectives, develop comprehensive plans, integrate and coordinate activities and assign appropriate resources for successful implementation.	• Focus on broad strategies and initiatives when developing plans and actions.
• Understand the process of planning and organising but requires guidance and development in providing detailed and comprehensive plans.	• Recognise the urgency and importance of tasks.	• Identify in advance required stages and actions to complete tasks.	• Able to protect and forecast short, medium and long term requirements of the institution and local government.
• Able to follow existing plans and ensure that objectives are met.	• Balance short and long-term plans and goals and incorporate into the team's performance objectives.	• Schedule realistic timelines, objectives and milestones for tasks and projects.	
• Focus on short-term objectives in developing plans and actions	• Schedule tasks to ensure they are performed within budget and with efficient use of time and resources.	• Produce clear, detailed and comprehensive plans to achieve institutional objectives.	
		• Identify possible risk factors and design and implement appropriate contingency plans.	• Translate policy into relevant projects to facilitate the achievement of institutional objectives.
• Arrange information and resources required for a task, but require further structure and organisation.	• Measures progress and monitor performance results.	• Adapt plans in light of changing circumstances.	
		• Prioritise tasks and projects according to their relevant urgency and importance.	

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CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Analysis and Innovation**
COMPETENCY DEFINITION :	**Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Understand the basic operation of analysis, but lack detail and thoroughness.	• Demonstrate logical problem solving techniques and approaches and provide rationale for recommendations.	• Coaches team members on analytical and innovative approaches and techniques.	• Demonstrate complex analytical and problem solving approaches and techniques.
• Able to balance independent analysis with requesting assistance from others.	• Demonstrate objectivity, insight and thoroughness when analysing problems.	• Engage with appropriate individuals in analysing and resolving complex problems.	• Create an environment conducive to analytical and fact-based problem solving.
• Recommend new ways to perform tasks within own function.	• Able to break down complex problems into manageable parts and identify solutions.	• Identify solutions on various areas in the institution.	• Analyse, recommend solutions and monitor trends in key challenges to prevent and manage occurrence.
• Propose simple remedial interventions that marginally challenges the status quo.	• Consult internal and external stakeholders on opportunities to improve processes and service delivery.	• Formulate and implement new ideas throughout the institution.	• Create an environment that fosters innovative thinking and follows a learning organisation approach.
	• Clearly communicate the benefits of new opportunities and innovative solutions and stakeholders.	• Able to gain approval and buy-in for proposed interventions from relevant stakeholders.	• Be a thought leader on innovative customer service delivery and process optimisation.
• Listen to the ideas and perspectives of others and explore opportunities to enhance such innovative thinking.	• Continuously identify opportunities to enhance internal processes.	• Identify trends and best practices in process and service delivery and propose institutional application.	• Play an active role in sharing best practice solutions and engage in national and international local government seminars and conferences.
	• Identify and analyse opportunities conducive to innovative approaches and propose remedial intervention.	• Continuously engage in research to identify client needs.	

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CLUSTER :	CORE COMPETENCIES
COMPETENCY NAME :	**Knowledge and Information Management**
COMPETENCY DEFINITION :	**Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government**

ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
• Collect, categorise and track relevant information required for specific tasks and projects.	• Use appropriate information systems and technology to manage institutional knowledge and information sharing.	• Effectively predict future information and knowledge management requirements and systems.	• Create and support a vision and culture where team members are empowered to seek, gain and share knowledge and information.
• Analyse and interpret information to draw conclusions.	• Evaluate data from various sources and use information effectively to influence decisions and provide solutions.	• Develop standards and processes to meet future knowledge management needs.	• Establish partnerships across local government to facilitate knowledge management.
• Seek new sources of information to increase the knowledge base.	• Actively create mechanisms and structures for sharing information.	• Share and promote best-practice knowledge management across various institutions.	• Demonstrate a mature approach.
		• Establish accurate measures and monitoring systems for knowledge and information management.	
• Regularly share information and knowledge with internal stakeholders and team members.	• Use external and internal resources to research and provide relevant and cutting-edge knowledge to enhance institutional effectiveness and efficiency.	• Create a culture conducive of learning and knowledge sharing. • Hold regular knowledge and information sharing sessions to elicit new ideas and share best practice approaches.	• Recognise and exploit knowledge points in interactions with internal and external stakeholders.

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CLUSTER :	CORE COMPETENCIES
COMPETENCY NAME :	Communication
COMPETENCY DEFINITION :	**Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders to achieve the desired outcome.**

ACHIEVEMENT LEVELS			
BASIC	**COMPETENT**	**ADVANCED**	**SUPERIOR**
• Demonstrate an understanding for communication levers and tools appropriate for the audience, but requires guidance in utilising such tools.	• Express ideas to individuals and groups in formal and informal settings in a manner that is interesting and motivating.	• Effectively communicate high-risk and sensitive matters to relevant stakeholders.	• Regarded as a specialist in negotiations and representing the institution.
• Express ideas in a clear and focused manner, but does not always take the audience into consideration.	• Able to understand, tolerate and appreciate diverse perspectives, attitudes and beliefs.	• Develop a well-defined communication strategy.	• Able to inspire and motivate others through positive communication that is impactful and relevant.
	• Adapt communication content and style to suit the audience and facilitate optimal information transfer.	• Balance political perspectives with institutional needs when communicating viewpoints on complex issues.	• Creates an environment conducive to transparent and productive communication and critical appreciate conversations.
	• Deliver content in a manner that gains support, commitment and agreement from relevant stakeholders.	• Able to effectively direct negotiations around complex.	
• Disseminate and convey information and knowledge adequately.		• Market and promote the institution to external stakeholders and seek to enhance a positive image of the institution.	• Able to coordinate negotiations at different levels within local government and externally.
	• Compile clear, focused, concise and well-structured written documents.	• Able to communicate with the media with high levels of moral competence and discipline.	

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Municipal Manager:
Ms Geraldine Mettler

CLUSTER :	**CORE COMPETENCIES**
COMPETENCY NAME :	**Results and Quality Focus**
COMPETENCY DEFINITION :	**Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives.**

ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
• Understand quality of work but requires guidance in attending to important matters.	• Focus on high-priority actions and does not become distracted by lower-priority activities.	• Consistently verify own standards and outcomes to ensure quality output.	• Coach and guide others to exceed quality standards and results.
• Show a basic commitment to achieving the correct results.	• Display firm commitment and pride in achieving the correct results.	• Focus on the end result and avoids being distracted	• Develop challenging, client-focused goals and sets high standards for personal performance.
• Produce the minimum level of results required in the role.	• Set quality standards and design processes and tasks around achieving set standards.	• Demonstrate a determined and committed approach to achieving results and quality standards.	• Commit to exceed the results and quality standards, monitor own performance and implement remedial interventions when required.
• Produce outcomes that is of a good standard.	• Produce output of high quality.	• Follow task and projects through to completion.	• Work with team to set ambitious and challenging team goals, communicating long- and short term expectations.
• Focus on the quantity of output but requires development in incorporating the quality of work.	• Able to balance the quantity and quality and quality of results in order to achieve objectives.	• Set challenging goals and objectives to self and team and display commitment to achieving expectations.	• Take appropriate risks to accomplish goals.
		• Maintain a focus on quality outputs when placed under pressure.	• Overcome setbacks and adjust action plans to realise goals.
• Produce quality work in general circumstances, but fails to meet expectation when under pressure.	• Monitors progress, quality of work and use of resources; provide status updates and make adjustments as needed.	• Establishing institutional systems for managing and assigning work, defining responsibilities, tracking, monitoring and measuring success, evaluating and valuing the work of the institution.	• Focus people on critical activities that yield a high impact.

.....
Director: Infrastructure Services
Mr Preshane Chandaka

.....
Municipal Manager:
Ms Geraldine Mettler

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Annexure C

Personal Development Plan

DIRECTOR: INFRASTRUCTURE SERVICES

.....
Director: Infrastructure Services
Mr Preshane Chandaka

.....
Municipal Manager:
Ms Geraldine Mettler

Skills Performance Gap	Outcomes Expected	Suggested training and / or development activity	Suggested mode of delivery	Suggested Time Frames	Work opportunity created to practice skill / development area	Support Person
1.						
2.						
3.						

Signed and accepted by the Employee

Date: 03/08/2022

Signed by the Municipal Manager on behalf of the Municipality

Date: 3/8/2022

11.11.2	MEMORANDUM OF UNDERSTANDING ("MOU") FOR THE ESTABLISHMENT OF THE ADAM TAS CORRIDOR ("ATC") LANDOWNERS COLLECTIVE

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **16 August 2022**

1. SUBJECT: MEMORANDUM OF UNDERSTANDING ("MOU") FOR THE ESTABLISHMENT OF THE ADAM TAS CORRIDOR ("ATC") LANDOWNERS COLLECTIVE

2. PURPOSE

Is to provide Council with a copy of the Memorandum of Understanding ("MOU") for the establishment of the ATC Landowners Collective that is aimed at formulating an agreement with the landowners within the ATC Study Area, to work together in realising the objectives of the Adam Tas Project.

3. DELEGATED AUTHORITY

Council for noting and endorsement.

4. EXECUTIVE SUMMARY

The MOU was drafted in order to record the commitment of the landowners within the ATC, which include the municipality to the implementation of the project and to determine the manner in which the landowners will cooperate and work together to realise the implementation of the project. for the landowners within the ATC to agree.

The MOU aims to mediate the relationship between the various parties that are signatories to the Landowners Collective without any legal binding obligations.

5. RECOMMENDATIONS

(a) that Council take note that at the 27th Council Meeting dated 29 May 2019, the Municipal Manager was authorized by Council to explore a Public Private Partnership for the Adam Tas Project; and

(b) that Council endorse that the Municipal Manager be a signatory to the Memorandum of Understanding ("MOU") for the Establishment of the Adam Tas Corridor Landowners Collective, attached as **APPENDIX 1** to this report.

6. DISCUSSION / CONTENTS

6.1.1 Background

At the 27th Council Meeting dated 29 May 2019, copy attached as **APPENDIX 2**, Council resolved the following:

(a) That Council authorises the Municipal Manager to enter into a multi-stakeholder engagement involving the key national departments, relevant local government institutions, the university, private stakeholders, and various landowners;

(b) That Council authorises the Municipal Manager to explore a public private partnership for the Adam Tas Re-generation Initiative.

(c) That Council authorises the Municipal Manager to undertake further work to explore the feasibility, dependencies, and associated risks, etc. in determining the appropriate path for unlocking the Adam Tas Corridor; and

(d) That the Municipal Manager provides feedback to Council.

On 20 March 2020, the Municipal Manager agreed and approved the recommendations as put forward by the Directorate: Planning & Economic Development to commence with the compilation of the draft Adam Tas Corridor Local Spatial Development Framework.

On 04 December 2019, the Terms of Reference ("TOR") for the ATC Steering Committee was approved by the Interim Steering Committee that was chaired by the previous Head of Department ("HOD") of the Western Cape Government: Department of Environmental Affairs & Development Planning ("DEA&DP"), Mr Pieter van Zyl on behalf of Western Cape Government ("WCG"). Copy of the Terms of Reference is attached as **Appendix 3**. The members of the Interim Steering Committee were Stellenbosch Municipality, Stellenbosch University, Stellenbosch Institute for Advanced Studies ("STIAS"), Distell Group Holdings Limited, Remgro Limited, Western Cape Government and Mr Hannes van Zyl in his individual capacity as the project initiator.

The ATC Interim Steering Committee was established in accordance with the Intergovernmental Relations Framework Act, Act No. 13 of 2005 and the purpose was to support the co-visioning, co-planning, co-development and integrated delivery of the Adam Tas Corridor. The ATC Interim Steering Committee was therefore the institutional mechanism put in place to ensure that the project and its formulation be developed. Through the signing of the TOR the parties were granted the opportunity to fund the pre-planning work of the project, that also resulted in the WCG providing funding in the amount of R1 400 000.00 for the Compilation of the ATC LSDF and Development Guidelines from the Regional Socio-Economic Programme ("RSEP") Fund.

At the 4th Council Meeting dated 26 April 2022, Council resolved "*That Council approve the commencement of the Public Participation Process ("PPP") for a period of sixty (60) days, to obtain comment in respect of the Final Draft Adam Tas Local Spatial Development Framework and the Development Guidelines,…",* copy attached as **APPENDIX 4**. The closing period for comment was 06 July 2022, and the Department: Development Planning is currently scrutinising and evaluating the comments received.

The signing of the MOU, attached as Appendix 1 is in accordance with the decision taken by Council, which authorised the Municipal Manager to explore Public-Private Partnership to realise the implementation of the ATC project, and has part of the endeavour to further support the realisation of the project, the WCG appointed the Western Cape Economic Development Partnership ("EDP"), who have pioneered establishing partnering solutions for catalytic projects throughout the Western Cape Province to assist with exploring the possible partnering solution to best fit the ATC Project.

The initial work is therefore to agreement to work together through the signing of a non-binding MOU by the Parties forming part of the Landowners Collective, and although not all the landowners within the ATC, it provides the opportunity for any other landowner to also form part of the MOU at any time. The current parties to this MOU and Landowners Collective are the major landowners in the ATC Study Area consisting of the following:

- Stellenbosch Municipality
- Stellenbosch University
- Remgro Management Services Limited
- Distell Group Limited
- Kilokox Precision (Woodmill Property)
- Catwalk Investments 385 & Bosmans Business centre (Oude Molen / Bosman's Crossing)
- Similan (Newinbosch, Kayamandi North)
- Housing Development Agency on behalf of National Public Works (Droe Dyke)

The MOU also makes provision for the following party(ies) to be signatories, and are not limited to these parties:

- Public Rail Authority of South Africa ("PRASA")
- Western Cape Government: Departments of Public Works & Mobility

6.3 Financial Implications

There are no financial implications

6.4 Legal Implications

There are no legal implications as the MOU is not legally binding.

6.5 Previous / Relevant Council Resolutions:

27th Council Meeting dated 29 May 2019 that resolved as follows:

(a) *That Council authorises the Municipal Manager to enter into a multi-stakeholder engagement involving the key national departments, relevant local government institutions, the university, private stakeholders, and various landowners;*

(b) *That Council authorises the Municipal Manager to explore a public private partnership for the Adam Tas Re-generation Initiative;*

(c) *That Council authorises the Municipal Manager to undertake further work to explore the feasibility, dependencies, and associated risks, etc. in determining the appropriate path for unlocking the Adam Tas Corridor; and*

(d) *That the Municipal Manager provides feedback to Council.*

4th Council Meeting dated 26 April 2022, resolved as follows:

(a) that Council approve the commencement of the Public Participation Process ("PPP") for a period of sixty (60) days, to obtain comment in respect of the Final Draft Adam Tas Corridor Local Spatial Development Framework and the Development Guidelines, attached as **APPENDIX 1** *to this report;*

(b) That Council approve the Proposed Public Participation Plan,..

(c) That Council take note of the process plan for the adoption of the Final Draft ATC LSDF and Development Guidelines,..

6.6 Risk Implications

There are no risk implications in respect of this report.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2022-08-16: ITEM 7.11.2

(a) that Council take note that at the 27th Council Meeting dated 29 May 2019, the Municipal Manager was authorized by Council to explore a Public Private Partnership for the Adam Tas Project; and

(b) that Council endorse that the Municipal Manager be a signatory to the Memorandum of Understanding ("MOU") for the Establishment of the Adam Tas Corridor Landowners Collective, attached as **APPENDIX 1** to this report.

FOR FURTHER DETAILS CONTACT:

NAME	*Craig Alexander Pr Pln*
POSITION	*Senior Manager: Development Planning*
DIRECTORATE	*Planning and Economic Development*
CONTACT NUMBERS	*021 808 8196*
E-MAIL ADDRESS	*Craig.alexander@stellenbosch.gov.za*
REPORT DATE	*12 August 2022*

APPENDIX 1

Memorandum of Understanding Establishing the Adam Tas Corridor Landowners Collective

1. Parties and representatives

The following are Parties of the Landowner Collective, by signature of this Memorandum of Understanding.

Entity	Represented by	Signatory	Land/development known as
Remgro Management Services Limited (RMS)	Hein Carse Alternative: Pieter Kotzè	Hein Carse	Stellentia Ave
Distell Group Limited	Johannes Esterhuizen	Lucas Verwey	Bergkelder Adam Tas Oude Libertas
Stellenbosch University[1]	Nicolette van den Eijkel Francois Swart	Manie Lombard	Portion of Oude Libertas
Stellenbosch Local Municipality	Geraldine Mettler	Geraldine Mettler	Van der Stel Kayamnandi North Pappegaiberg
Kilokox Precision	Paul Berman	Paul Berman	The Woodmill
Catwalk Investments 385 & Bosmans Business Centre	Colin Stevenson	Colin Stevenson	Oude Molen/ Bosmans Crossing
Similan	Harold Spies	Harold Spies	Newinbosch (Kayamnandi North)
Housing Development Agency[2]	Phumlani Mbulawa Bruce Malagas	Justice Naledzani	Droë Dyke
Public Rail Authority of South Africa	Kaparo Molefi		

[1] Included as a future landowner, as per agreement with Distell

[2] Included as a future landowner, as per agreement with National Department of Public Works, the current owner of Droë Dyke.

Domicilium for written notices shall be according to the email addresses as indicated in Addendum 1.

2. Definitions

In this MoU the singular includes the plural and vice versa; any gender includes the other genders; a natural person includes a juristic person and *vice versa*, and

"ATC"	means the Adam Tas Corridor Project as more fully described in the 2019 Municipal Spatial Development Framework and summarised in Clause 3.3 below.
"Chairperson"	means the Chairperson of the Adam Tas Corridor Landowners Collective.
"HDA"	means the Housing Development Agency
"Landowners Collective"	means the Parties to this agreement, as represented by the entity as set out in Clause 1.
"LSDF"	means the Adam Tas Corridor Local Spatial Development Framework, as set out in Clause 3.3.
"MoU"	means this Memorandum of Understanding concluded between the Parties.
"the Municipality"	means Stellenbosch Local Municipality established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998.
"NDPW"	means the National Department of Public Works
"Project"	means the establishment of the separate but linked developments making up the Adam Tas Corridor, as more fully described in the 2019 Municipal Spatial Development Framework and summarised in described in Clause 3.3 below.
"Party" or "Parties"	means the parties to this MoU identified in Clause 1.
"Process Facilitator"	means a person or entity that is appointed by the Landowners Collective to guide the partnering processes and implementation of the Project, including engagements within the Landowners Collective and with other stakeholders, and the collective uptake of development rights.
"Signature Date"	means the date of signature of this MoU by the Party last signing.

3. Introduction

3.1 The Parties wish and intend to work together in realising the redevelopment potential of the Adam Tas Corridor (ATC).[3]

3.2 Following initial discussions, in 2019 the Western Cape Government, Stellenbosch Municipality, Stellenbosch University, Remgro, Distell, and Stellenbosch Institute for Advanced Study formed an early partnership in the form of an Interim Steering Committee to support and resource investigations.

3.3 Stellenbosch Municipality approved the ATC as a catalytic project in the 2019 Municipal Spatial Development Framework ("the Project"). In late 2020, the Municipality commissioned the development of the ATC Local Spatial Development Framework (LSDF) and released the draft for public comment in May 2022. The ATC LSDF area covers some 375ha, stretching along the R310 and R44 along the foot of Papegaaiberg from the old Cape Sawmills site in the west to Kayamandi and Cloetesville in the north. It forms the western edge to the town but is not well integrated with the rest of Stellenbosch, largely because of the divisive nature of the R44 and the railway line. Much of the area has a manufacturing use history but more than 300 hectares of land in the corridor currently underutilised or disused. Figure 1 identifies the main landholdings along the ATC.

[3] In original documentation, including the Local Spatial Development Framework that is currently out for public comment, the Project is referred to as the Adam Tas Corridor. However, a 'crowdsourced' naming process has been proposed on numerous occasions, which may result in changes to this name in the future.

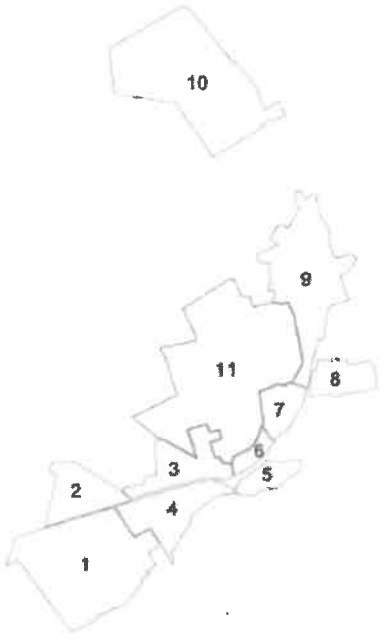


Figure 1: Ownership of land constituting ATC

The landholdings pictured in Figure 1 are identified in Table 1 that follows.

Table 1: Land parcels and owners

	Land parcel	Current ownership
1	Droë Dyke	HDA/ NDPW
2	The Woodmill	Kilokox Precision
3	Oude Libertas	Distell/ Stellenbosch University (portion to be transferred)
4	Adam Tas	Distell
5	Remgro Management Services Limited	RMS
6	Bosman's Crossing / Oude Molen	Catwalk Investments 385 Bosmans Business Centre
7	Bergkelder	Distell
8	Van der Stel	Municipality
9	George Blake	Private (multiple)
10	Newinbosch / Kayamnandi North	Private / Municipality
11	Papegaaiberg	Municipality

3.4 Through effective collaboration, the ATC offers the possibility of enhancing the economy through multiple 'win-win' relationships, where existing, and new residents and businesses benefit alongside landowners. For example, the estimated value add of construction is R15.1 billion over 30 years, R317 million per year may be attributed to operations, and there is a high potential for inter-relationship effects capitalising on opportunities connected to the Project. The ATC is potentially a bold, transformational project that looks to develop the foundations for a more equitable urban society for all in Stellenbosch and the surrounding areas. The Project is based on developing an open, responsive, and collaborative urban settlement. It offers the opportunity for a paradigm shift in thinking about land management, economic development and social integration, and to develop learning that can be applied nationally. It looks to do this by developing this Corridor as an 'urban laboratory': a place for testing new ideas, tools, and tactics across the broadest spectrum of social, economic, cultural, and physical change and turning this learning into action.

3.5 Landowners have the opportunity to co-create legacy developments that they can be proud of, with a social and environmental impact, as well as a financial return. Through ethical and collaborative decision-making, developments have the potential to reduce the harsh inequalities in Stellenbosch, regenerate local ecological systems and minimise climate impacts.

4. Workstreams and phasing

4.1 Two linked workstreams will support the implementation of this vision. The first workstream entails the spatial planning processes which is led by the Municipality in its capacity as land use regulator, including adoption of the LSDF following public participation, and thereafter the establishment of overlay zones.

4.2 The second workstream involves the drafting, establishment and maintenance of the agreements and partnerships that will enable coordination and collaborative working relationships between landowners and regulators. This MoU and associated partnering processes fall within this workstream.

4.3 Phase One of this workstream is to secure an agreement, in the form of this MoU, between the largest landowners along the ATC's central area as shown in Figure 1.

4.4 Phase Two, following shortly afterwards, will likely involve the establishment of a broader partnership in the form of an ATC stakeholder board and/or associated special purpose vehicle (SPV), possibly formulated as a non-profit company (NPC). The formation of this board and/or SPV would enable the dissolution of the current ATC Interim Steering Committee.

4.5 Phase Three, demonstrating alignment between the spatial planning and partnering workstreams, would involve a package of work identifying landowner rights and obligations.

4.6 The Landowners Collective will endeavour to collaborate and cooperate with other stakeholders towards the efficient implementation of the Project, guided by the LSDF.

4.7 The principles of cooperation are based on good faith, mutual respect, trust and common objectives as informed by this MoU.

5. Objectives of the Adam Tas Corridor Project

5.1 The objectives of the ATC Project inform the purpose of the Landowners Collective, as specified in Clause 8. These objectives, which are set out below, mirror the 'strategic outcomes' listed in the LSDF (which is currently receiving public comment), the 'emerging objectives' listed in the Integrated Development Plan (4th Review, published in 2021) and the Stellenbosch Spatial Development Framework of 2019.

5.2 The strategic outcomes listed in the LSDF are as follows:

5.2.1 A vibrant, compact, and efficient urban district, respectful of the environment and history;

5.2.2 Increased access to livelihood opportunity for ordinary citizens;

5.2.3 Seamless integration with surrounding areas;

5.2.4 Financial sustainability;

5.2.5 Active partnership between stakeholders; and

5.2.6 A clear development process with speedy decision-making.

5.3 The 'emerging objectives' listed in the Integrated Development Plan are:

5.3.1 Re-purposing and transforming Stellenbosch Town, using existing under-utilised assets in a manner to benefit all and address critical needs;

5.3.2 Establishing a process and plan which gives certainty and sufficient flexibility to accommodate the unknown while enabling a "starting through sharing, learning by doing and using small steps to inform the next methodology";

5.3.3 Broadening opportunity for a range of stakeholders, while accommodating varying degrees of readiness and material means; and

5.3.4 To place Stellenbosch in the heart of the most important urban development project in the province.

5.4 Opportunities identified in the Stellenbosch Spatial Development Framework are:

5.4.1 Grow Stellenbosch town – and accommodate existing demand – in a manner which prevents sprawl, and creates conditions for efficient, creative living and working;

5.4.2 Stimulate and act as a catalyst for the development of improved public transport and non-motorised transport projects;

5.4.3 Rethink and reconstruct infrastructure, and particularly the movement system, including the possible partial grade separation of east-west and north-south movement systems, in turn, integrating the east and west of town and releasing land for development;

5.4.4 Integrate Kayamandi and Stellenbosch town seamlessly;

5.4.5 Shift new development focus to the west of town, with Die Braak and Rhenish complex forming the center and seam between the new west and east of Stellenbosch town;

5.4.6 Accommodate the parking of vehicles on the edge of town whilst the corridor provides for and promotes a greater focus on pedestrianism and cycling into the core town;

5.4.7 Accommodate uses which meet urgent needs, specifically higher density housing and university expansion, also assisting in establishing a compact, less sprawling town, public transport, and pedestrianism; and

5.4.8 Increases land value east of the R44 and in the area between Kayamandi and the Bergkelder complex.

6. Purpose and legal status of the MoU

6.1 The purpose of this MoU is to record the commitment of the Parties to the implementation of the Project and to determine the way in which they will cooperate and work together in respect of the implementation of the Project.

6.2 The MoU mediates the relationship between the Landowners Collective, including the Municipality in its capacity as landowner.

6.3 Save in respect of Clauses 7.2, 12.6, 16, 18 and 20, no legally binding obligations arise from this MoU.

7. Duration of agreement

7.1 The provisions of the MOU shall be effective from the Signature Date and shall be effective until the earliest of either of the following dates:

7.1.1 the date on which all the Parties agree to terminate this MoU by written agreement; or

7.1.2 the date on which this MOU is superseded and replaced by a more definitive and legally binding written agreement between the Parties.

7.2 Notwithstanding Clause 7.1 above, any Party may, for any reason and at any time, withdraw from the Landowners Collective and cease being bound by the

terms of this MoU on 60 days written notice to the other Parties and the Chairperson. Notices shall be delivered to domicilium email addresses as indicated in Addendum 1.

7.3 In view of the possible long-term nature of this MoU, the Parties will undertake a full and comprehensive review of this MoU as an where necessary, with the first review no later than one year of the Signature Date. Any changes to this MoU pursuant to the review must be agreed by all the Parties to this MoU in writing at the relevant time as set out in Clause 20.1 below.

8. Areas of collaboration

8.1 The core objective of this MoU is to establish a Landowners Collective to enhance collaboration between landowners and with other stakeholders, towards achieving the Project's objectives identified in Clause 5. Areas of collaboration for the Landowners Collective specifically include:

8.1.1 Sharing information regarding individual plans, challenges and needs, to assist with alignment to the broader vision for the Project.

8.1.2 Agreements on phasing of developments in the Corridor, based on joint responsibilities and needs of landowners.

8.1.3 Collaboration on projects with the Municipality, Western Cape Government and National Departments and Entities.

8.1.4 Joint decision-making on how best to achieve win-win scenarios in rolling out implementation in accordance with the LSDF.

8.1.5 Establishment of a single point of liaison with other stakeholders, particularly the Municipality. Nevertheless, landowners signing on to this agreement are not restricted from liaising with the municipality individually.

8.1.6 Efficient low-cost allocation of rights using the overlay zone mechanism: clarity regarding overarching obligations and rights, and decisions between landowners as to how best to achieve these between themselves.

8.1.7 Collaboration to maximise the development potential and impact of individual land holdings as well as the Landowners Collective as a whole.

8.2 Incentives for partnering include:

8.2.1 Make an important contribution to the future success of Stellenbosch.

8.2.2 Agreement between landowners on the phasing and mix of developments.

8.2.3 Improved land values from working together, as evidenced by the former Cape Town Central City Partnership, City Improvement Districts, and other examples.

8.2.4 Faster planning approval and more strategic public participation processes, once the overlay zone is approved.

8.2.5 Opportunity to discuss the conditions for development agreements (changes in zoning), rather than these being defined solely by the Municipality.

8.2.6 Upon the establishment of a multi-stakeholder decision-making body, the reduced likelihood of expensive and protracted legal challenges to development.

9. Institutional arrangements

9.1 The Project will be supported by the Landowners Collective, and in Phase Three by the creation of a special purpose vehicle, which may or may not arise from the Landowners Collective.

9.2 Landowners Collective chairperson:

9.2.1 This MoU establishes a Landowners Collective, which is made up of the Parties and representatives indicated in Clause 1.

9.2.2 The Parties shall appoint a landowner, or an impartial Chairperson, whom is not a Landowner and/or a representative of a Landowner, through a consensual process.

9.2.3 If the Chairperson is unable to attend a meeting, they may select an alternative to chair a meeting.

9.2.4 The Chairperson will be appointed by the Parties on an annual basis. Chairpersons can stand for re-appointment.

9.2.5 The Chairperson, in consultation with the Parties, may invite Process Facilitators to support the Landowners Collective and attend meetings,but Process Facilitators will not participate in any decision-making.

9.2.6 The Chairperson, in consultation with the Parties and their consent, may invite any other person to attend meetings of the Landowners Collective.

10. Other bodies

10.1 Other forums and entities may be established within which the Landowners Collective may participate, including a development agency, NPC or stakeholder board.

11. Membership

11.1 The Parties may decide to admit a new party or parties to the Landowners Collective based on the contribution which any new party undertakes to make.

11.2 Any such new party may only be admitted to the Landowners Collective upon signature of this MoU. By their signature, they undertake to align themselves to the clauses set out herein.

11.3 Each Party may appoint one representative to serve on the Landowners Collective. In addition, each Party may have one alternative representative and may replace its representative and alternate representative at any time by written notice to the Chairperson and all Parties.

12. Decision-making

12.1 Ultimate responsibility for implementation of the ATC lies with the Municipality, in terms of development rights awarded. Decision-making regarding development applications, landowner contributions and obligations to the

extent set out by legislation, is the responsibility of the Municipality in its capacity as the regulator.

12.2 The Landowners Collective can make recommendations to the Municipality and/or a special purpose vehicle or development agency tasked with implementation of the ATC.

12.3 All decisions of the Landowners Collective must in the first instance be made on a consensual basis.

12.4 Should the Chairperson of the meeting, after providing a reasonable opportunity for consensus to be reached, assess that consensus will not be reached, they may decide to refer the same item to the following meeting of the Landowners Collective.

12.5 If a Party is unable to attend a meeting of the Landowners Collective, it may convey its standpoint in relation to a particular issue by email to the Chairperson.

12.6 Notwithstanding clause 12.4 above, the Landowners Collective may not make a decision which impacts directly on one or more of the Parties without the support of the Party or Parties directly affected by the decision.

13. **Roles and responsibilities**

The Landowner Collective is responsible for the following:

13.1 Optional funding of the activities of the Landowners Collective to a level decided upon by each individual Party.

13.2 Making efficient and ethical decisions with regard to any recommendations received from Western Cape Government, the Municipality, Process Facilitators or otherwise.

13.3 Where possible, resolving issues which may be impeding the implementation of the Project.

13.4 Ensuring that the Representatives of the respective Parties are kept up to date on all matters relating to the Project.

13.5 Providing relevant information to other Landowners Collective members and other bodies to facilitate the implementation of the Project.

13.6 Discussing individual Party's developments and planning collectively as much as possible, in support of the Project's objectives identified in Clause 5 and within the boundaries of the municipal planning frameworks and any relevant statutory requirements.

13.7 Cooperation in concluding collective agreements and undertaking joint projects where reasonable.

13.8 Any additional roles and responsibilities which the Landowners Collective may decide upon from time to time.

14. Meetings

14.1 The Landowners Collective will meet at least once a quarter (a minimum of four times per year).

14.2 Additional meetings can be convened on an ad hoc basis, based on requests from Parties and the need for more urgent decisions, at the discretion of the Chairperson.

14.3 Unless otherwise decided, the venue of meetings of the Landowners Collective will alternate between each of the Parties' site offices located on the ATC.

14.4 If a Party is unable to attend in person, arrangements may be made for virtual participation, at the discretion of the Chairperson.

15. Hiring of service providers

15.1 The Landowners Collective may draw on the expertise of external service providers and obtain additional resources as may be required for the implementation of the Project.

15.2 Process Facilitator/s may be hired by the Landowners Collective to support more effective partnering within the Landowners Collective, between the Landowners Collective and other partners, and overcoming conflict.

15.3 Dependent on consensus being reached within the Landowners Collective, the Process Facilitator can be requested by the Landowners Collective to play the

role of fiduciary sponsor. In this role, the Process Facilitator will manage all collective finances of the Landowners Collective and subcontract service providers according to the requests of the Collective. Contributions from individual Parties may be made to the Process Facilitator as the fiduciary sponsor, in lieu of the Landowners Collective forming its own entity.

15.4 A separate account will be set up by the Process Facilitator for exclusive record keeping of the Landowner Collective's transactions. Financial records will be maintained by the Process Facilitator and will be prepared for review by the Landowners Collective at the quarterly meetings.

15.5 Any subcontracted advisors and service providers will be funded and managed by the Landowners Collective with potential support from the Process Facilitator.

15.6 Decisions about funding will be made by consensus on a Landowner Collective project-by-project basis and contained in separate project agreements.

15.7 Individual landowner contributions to Landowner Collective joint projects will be made on a voluntary basis.

16. Communications

16.1 Carefully managed and co-ordinated communications are crucial to the implementation of the Project, particularly given the sensitivities of public perceptions of the Project.

16.2 For this reason, the Chairperson or her/his proxy will be the spokesperson for the Landowners Collective concerning Project-level undertakings. The Parties may communicate about their separate developments according to their own communications protocols, insofar as it is not in opposition to the Landowner Collective decisions about the broader Project.

16.3 Publicity and messaging about the Project will be decided upon internally. Neither the Chairperson nor individual Parties will communicate with other stakeholders or the broader public regarding any decisions made, unless a collective review has been allowed for via a meeting or email communication.

17. **Reporting**

17.1 Formal progress reports will be prepared in advance of the quarterly meetings and minuted accordingly. The Chairperson will coordinate the preparation of these reports, with the possibility of secretariat support.

18. **Confidentiality**

18.1 During the course of the implementation of the Project, information and data (which includes information and datam that relates to the disclosing Party's past, present or future research, development, business activities, products, services and technical knowledge) will be provided which will be deemed by the Party providing it, the Process Facilitators, or service providers, to be confidential ("confidential information"). The Parties undertake to keep confidential and not disclose any such confidential information without the written consent of the Party disclosing the confidential information.

18.2 Recipients of confidential information received under this MoU may only disclose such confidential information to those employees, agents and consultants, who need to know the same for the purposes set out herein, and shall, prior to such disclosure, obtain their written agreement to comply with the restricted use and disclosure provisions of this MoU.

18.3 A Party may require that any reference to confidential information provided by it at a meeting of the Landowners Collective is excluded from the minutes of that meeting.

18.4 Other than those rights and privileges expressly granted herein, neither the execution of this MoU nor the delivery of any confidential information hereunder shall be construed as granting either expressly, or by implication, estoppel or otherwise any right or licence in relation to any present or future proprietary data, drawings, plans, ideas or methods disclosed under this moU or under any invention, copyright or patent now or hereafter owned by or controlled by any of the Parties.

18.5 Each Party shall indemnify and hold harmless the others from and against any and all claims, demands, actions, suits or proceeding of whatever nature including all costs and expenses incurred in connection therewith, brought or

instituted by third parties and based on or arising out of that Party's disclosure or utilization of confidential information.

19. **Good faith**

19.1 The Parties undertake to display good faith in their dealings with each other and not to do anything, or refrain from doing anything, which could be harmful to the implementation of the Project.

20. **General**

20.1 No agreement varying, adding to, deleting from or cancelling this MoU and no waiver of any right under this MoU, shall be effective, unless reduced to writing and signed by or on behalf of the Parties.

20.2 Each Party shall bear that Party's own legal costs of and incidental to the negotiation and preparation of this MoU.

20.3 No Party shall present itself as the representative or agent of the other party for any legal action to be taken, nor shall it have the power of authority to commit the other Party, unless it receives the other Party's prior written consent.

20.4 Nothing contained in this MoU shall be construed as binding the Parties to any form of exclusivity and the Parties shall be entitled to conduct business independent of each other where market requirements so dictate.

21. Signatures

Entity	Name	Signature	Date

APPENDIX 2

8.2.4	TABLING OF REPORT SEEKING AUTHORISATION FOR THE MUNICIPAL MANAGER TO ENTER INTO MULTI-STAKEHOLDER ENGAGEMENT TO EXPLORE POTENTIAL TO UNLOCK THE RE-GENERATION AND TRANSFORMATION POTENTIAL OF THE ADAM TAS CORRIDOR

Collaborator No:
File No:
IDP KPA Ref No: Valley of Possibility
Meeting Date: 29 May 2019

1. SUBJECT: TABLING OF REPORT SEEKING AUTHORISATION FOR THE MUNICIPAL MANAGER TO ENTER INTO MULTI-STAKEHOLDER ENGAGEMENT TO EXPLORE POTENTIAL TO UNLOCK THE RE-GENERATION AND TRANSFORMATION POTENTIAL OF THE ADAM TAS CORRIDOR

2. PURPOSE

The purpose of the report is to:-

(a) To inform Council of the proposed development concept between multi-stakeholder, national government, provincial government, and private stakeholders.

(b) Seek the support from Council to authorize the Municipal Manager to enter into a multi-stakeholder engagement involving, the key national departments, relevant local government institutions, the university, private stakeholders, and various landowners;

(c) Seek the support from Council to authorize the Municipal Manager to explore a public private partnership for the Adam Tas Re-generation Initiative; and

(d) Seek the support from Council to authorize the Municipal Manager to undertake further work to explore the feasibility, dependencies, and risks associated, etc. in determining the appropriate path for unlocking the Adam Tas Corridor.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

Challenges highlighted during the State of the National Address included, unemployment, education, building of safer communities, sustainable infrastructure development, land reforms, drought disaster management plans, implementation of related initiatives, provision of housing (dignified living), provision of services to the poor households. These were echoed by the Western Cape Premier who further reiterated the importance of finding ways to minimise unemployment by creating an environment that encourages job creation, through investment and growth. The proposed Adam Tas Corridor provide an unique opportunity for such an initiative to address these challenges through a private- public partnership. Furthermore, this proposed corridor is aligned to our draft Spatial Development Framework (SDF) currently under consideration. It provide a unique opportunity for the municipality to explore the potential for the re-generation and transformation of the Adam Tas Corridor. This initiative is aligned to the national and provincial vision of private- public

partnerships to address community needs.. It is important to note that the recommendations below is are in line with the Draft Spatial Development Framework.

27TH COUNCIL MEETING: 2019-05-29: ITEM 8.2.4

RESOLVED (majority vote)

(a) that Council authorizes the Municipal Manager to enter into a multi-stakeholder engagement involving the key national departments, relevant local government institutions, the university, private stakeholders, and various landowners;

(b) that Council authorizes the Municipal Manager to explore a public private partnership for the Adam Tas Re-generation Initiative;

(c) that Council authorizes the Municipal Manager to undertake further work to explore the feasibility, dependencies, and associated risks, etc. in determining the appropriate path for unlocking the Adam Tas Corridor; and

(d) that the Municipal Manager provides feedback to Council.

Councillors F Adams; DA Hendrickse and LK Horsband (Ms) requested that their votes of dissent be minuted.

FOR FURTHER DETAILS CONTACT:

NAME	Geraldine Mettler
POSITION	Municipal Manager
DIRECTORATE	Office of the Municipal Manager
CONTACT NUMBERS	021 – 808 8025
E-MAIL ADDRESS	mm@stellenbosch.gov.za
REPORT DATE	22 May 2019

APPENDIX 3

THE ADAM TAS CORRIDOR PROJECT

STELLENBOSCH

STEERING COMMITTEE

TERMS OF REFERENCE

Approved by ATC Steering Committee on 4 December 2019

1. MANDATE

The most strategically located land for development/redevelopment in the town of Stellenbosch comprises large tracts of industrial land, including land previously occupied by Cape Sawmills and Distell. A significant proportion of these properties have been vacated or will be vacated in the foreseeable future, in response to changes in the operating context of these manufacturing and production enterprises. Thoughtful redevelopment of these properties – at scale – can contribute meaningfully to meeting existing challenges and the Municipality's Spatial Development Framework (MSDF) objectives. In simple terms, the concept is to launch the redevelopment of the Adam Tas Corridor (ATC), the area stretching along the R310 and R44, along the foot of Papegaaiberg, from the disused Cape Sawmills site in the west to Kayamandi and Cloetesville in the north.

The ATC Project has been categorized as a Catalytic Project in the updated *Stellenbosch Municipal Spatial Development Framework 2019*, that was approved by the Municipal Council in November 2019.

ATC forms the western edge to the town but is not well integrated with the rest of Stellenbosch, largely because of the barrier/severance effect of the R44 and the railway line. Much of the area has a manufacturing and industrial use history. It includes the disused Cape Sawmills site, the Government-owned Droë Dyke area, Distell's Adam Tas and Oude Libertas facilities, various Remgro property assets, Bosman's Crossing, the Stellenbosch railway station, the Bergkelder complex, the Van der Stel sports complex and Bergzicht public area, the George Blake Road area, and parts of Kayamandi and Cloetesville. The underutilised and disused land in the corridor measures more than 300ha.

Conceptually, a linear new district within Stellenbosch is envisaged, adjacent to and straddling (in places) Adam Tas Road, the R44, and the railway line. Overall, development should be mixed use, high density and favour access by pedestrians and cyclists. A central movement system (with an emphasis on public transport and Non-Motorised Transport) forms the spine of the area and is linked to adjacent districts south and west of the corridor. The corridor retains west-east and north-south vehicular movement (both destined for Stellenbosch town, as well as through movement) and includes the railway line. Remote parking facilities will form part of the corridor concept, with passengers transferring via public transport, cycling and walking to reach destinations within the town of Stellenbosch. The R44 and the railway line specifically could be bridged in parts to enable integration across the corridor to access adjacent areas.

As noted, the ATC Project is conceived specifically to catalyze and accelerate the Municipality's vision for achieving a spatially integrated and transformed Stellenbosch. To do so, will require that the three spheres of Government and the private sector shall jointly pursue an increasingly focused and strategic approach to human settlement delivery of an integrated mixed-use corridor, by means of the following:

- Developing surplus land in support of Government's wider objectives;
- Increasing the supply of integrated high density, mixed use and mixed developments in pursuit of a transit orientated solution;
- Supporting the renewal and integration of Stellenbosch's fragmented communities;
- Delivering sustainable urban regeneration in areas of high demand that are experiencing economic restructuring;
- Increasing private sector investment in housing and regeneration by creating a long-term investment vehicle for attracting institutional investment; and
- Developing a programme to deliver affordable housing, on public sector property

An ATC Steering Committee ("ATC SC") is hereby established to support the co-visioning, co-planning, co-development and integrated delivery of the Adam Tas Corridor. The ATC SC will be coordinating the work of the Process Manager and the project team. The ATC SC has also been formed in accordance with the Intergovernmental Relations Framework Act, No 13 of 2005, to facilitate the participation of all three spheres of Government, as well as to enable collaboration between the public and private sectors. It must also operate on the principles of good governance as espoused in the King 4 Code, following all required governance and legal processes when it embarks on facilitating the implementation of the ATC Project.

THE MANDATE OF THE ADAM TAS CORRIDOR STEERING COMMITTEE (ATC SC) INCLUDES:

1.1 Providing a collaborative approach to the project design and implementation of the ATC project, that will include:

1.1.1 Facilitating consensus on key issues that need to be considered with the view to ensure alignment between the internal decision – making and mandating processes of the constituent bodies and overall progress with the ATC Project in terms of agreed to time lines; and the respective approvals of the relevant owners and Agencies;

1.1.2 Appointing and overseeing the horizontal co-ordination and implementation of the work of advisory bodies and project teams;

1.1.3 Providing direction to advisory bodies, project teams and other working groups by calling for reports as necessary, reviewing work in progress and providing course correction as warranted; and

1.1.4 Reviewing and proposing future action.

1.2 To approve and ensure implementation of and compliance with the ATC Project Plan. This will include, but not be limited to, the following:

1.2.1 Ensuring that the deliverables of the Project Plan are properly communicated to all stakeholders, that they are accessible and that milestones are clearly understood by all stakeholders and that all spheres of Government are committed to the successful implementation of the project;

1.2.2 Setting strategic direction for measures to monitor and assess progress of the ATC Project and initiatives within Government Departments;

1.2.3 Overseeing the development and implementation of a mechanism for resolving disputes related to the ATC Project, as and when these may arise; and

1.2.4 Sharing information timeously and that response to communication is prioritised as best as possible.

1.3 To provide a platform to share information, lessons learnt and progress amongst participating stakeholders, property owners and all three spheres of Government, including that ATC SC members agree to -:

1.3.1 Cooperate with each other in all respects of the Project;

1.3.2 Utilize and maximize the experience and expertise of the individuals on the ATC SC and their various business units and spheres of Government; and

1.3.3 Avoid unnecessary time delays in the dissemination of information and to consider the lack of cooperation as non-compliance with the intentions of the ATC SC.

1.4 Creating a forum that ensures all individuals/stakeholders/Government Departments participating in the ATC Project are focused on; mandated, delegated and accountable for agreed outcomes for the Project.

1.5 Serving as a forum for the identification, consideration and resolution of key issues arising from the ATC Project workstreams or other significant issues brought forward by stakeholders or spheres of Government. This will include, but not be limited to:

1.5.1 Preparing a land release programme for consideration by the constituent bodies.

1.5.2 Ensuring the proposed delivery vehicle(s) has/have been adequately researched and various options considered;

1.5.3 Guidance to the project teams on how to navigate or remove any "red tape" or obstacles faced by property development projects in the ATC;

1.5.4 Providing feedback and advice to the Private Sector stakeholders and spheres of Government related to the relevant programmes and the potential role of each; and

1.5.5 Making recommendations to the relevant stakeholders and spheres of Government regarding future policies or work that should be undertaken by Government and/or other stakeholders to support ongoing collaboration on the ATC Project.

1.6 Oversight of the Process Manager's ("PM") performance:

1.6.1 Ensuring sufficient progress is being achieved by the PM and his team;

1.6.2 Review not less than monthly updates, from the PM, about the ATC Project; and

1.6.3 Provide assistance where required to ensure the Project Team is adequately capacitated and resourced.

1.7 Monitoring budget availability for and spending on the ATC Project so as to ensure any contributing stakeholders and spheres of Government have adequate accountability in place:

1.7.1 Taking a decision whether to, in agreement with relevant stakeholders, consolidate budgets in one pool or to manage budgets separately;

1.7.2 Review budget reports from PM and Project Team on a monthly basis to ensure that expenditure and cash flow forecasts are being considered.

1.8 Ensuring that coordinated reporting is being completed by the PM:

1.8.1 Ensure that a consistent message of progress or key challenges is being clearly communicated both to private sector stakeholders and the spheres of Government, as well as the general public of Stellenbosch;

1.8.2 Ensure that stakeholder and Government reporting requirements are being addressed; and

1.8.3 Support six-monthly formal strategic planning discussions between stakeholders and the three spheres of Government on issues of mutual interest and forward planning on the ATC Project are taking place. Regular operational meetings, preferably monthly, will take place.

2. ATC SC COMPOSITION

2.1 The standing membership of the ATC SC will be at the level of CEO/CFO and Government Accounting Officers (or their nominated executive/senior representatives).

2.3 The ATC SC will initially be constituted by the following organisations and representatives:

STELLENBOSCH MUNICIPALITY:

Geraldine Mettler	Municipal Manager (Representative)
Alternate Representative	(To be confirmed)

WESTERN CAPE GOVERNMENT:

Piet van Zyl	Head of Department, Environmental Affairs & Development Planning (Interim Representative)

REMGRO LIMITED:

Hein Carse	Investment Executive (Representative)
Mari Rabie	Head of Investor and Business Relations (Alternate Representative)

DISTELL GROUP HOLDINGS LIMITED:

Lucas Verwey	Finance Director (Representative)
Johannes Esterhuizen	Head of Supply Chain Programme Office (Alternate Representative)

STELLENBOSCH INSTITUTE FOR ADVANCED STUDY (STIAS):

Dr Christoff Pauw	Programme Manager (Representative)
Alternate Representative	(To be confirmed)

STELLENBOSCH UNIVERSITY:	
Nicolette van den Eijkel	Chief Director: Facilities Management (Representative)
Francois Swart	Director: Development Planning & Design (Alternate Representative)
Hannes van Zyl	

2.4 The Interim Chairperson of the ATC SC will be Piet van Zyl. The Chairperson will be confirmed once the Western Cape Government has mandated its representative. If the Chairperson is no longer able to perform his/her duties, a new Chairperson will be elected by the ATC SC by consensus, failing which a vote of members will be taken.

2.5 The ATC SC members are formally nominated by their respective organisations, either by means of a Power of Attorney or an Enabling Resolution. Any temporary replacement/substitution shall be permitted only if the replacement is nominated by his/her organization and authorized to take decisions as would have been required by the original Representative.

2.6 For each member of the ATC SC an Alternate Representative must also be formally appointed though a similar process. The Alternate Representative needs to effect continuity and be someone with an interest in and commitment to the ATC Project.

2.7 Any permanent replacement request will require approval of the ATC SC, since valuable input and decisions are expected by all participants.

2.8 Any substitutions are to be notified to the ATC SC Chairperson in writing before the meeting and minuted accordingly, noting the reason for substitution and the replacement's ability to function as a replacement.

2.9 Additional stakeholders in the ATC Project will be identified from time to time and they will be invited to nominate representatives and alternates to serve on the ATC SC.

3. REPORTING REQUIREMENTS

3.1 An annual report (aligned to the calendar year) is to be prepared by the ATC SC, highlighting key achievements and outlining the effectiveness of the ATC SC in achieving the outcomes of the ATC catalytic project, in accordance with the goals thereof and compliance with the property development processes.

3.2 The ATC SC should also indicate in this annual report if the ATC Project is still achievable within the agreed timeframe and resources allocated. If not, the revised achievable outcomes are to be plainly set out in writing and approved by the Stakeholders' governing structures.

3.3 The ATC SC must review the effectiveness of the Steering Committee on an annual basis.

4. ACCOUNTABILITY

4.1 Government officials are accountable for their participation on the ATC SC through the normal reporting structures of their Governmental agencies. Private sector members of the ATC SC representing external stakeholders will be held accountable in terms of this Terms of Reference.

5. CONFLICT OF INTEREST

5.1 All members of the ATC SC will act with honesty, integrity and openness in advancing the business of the Steering Committee and not their self-interest or their organizations' interests.

5.2 Government officials are responsible for complying with the regulatory framework of the State, the Code of Conduct, and any relevant policy on conflict of interest, outside activities, gifts and hospitality.

5.3 Private sector stakeholders will adhere to all relevant legislation, the conflict of interest guidelines of his/her contract of employment and this Terms of Reference.

6. TIME FRAME AND MEETINGS

6.1 The ATC SC is constituted on 4 December 2019 and will stay in operation for a period of four (4) years from date of constitution subject to funding.

6.2 The ATC SC will initially meet monthly for the first six (6) months from date of constitution and thereafter at a frequency to be determined by the Chairperson, but not less than on a quarterly basis. Besides face-to-face meetings, alternate means such as conference calls and/or electronic correspondence may also be used.

6.3 Working groups and sub-committees may be convened by the ATC SC to address specific issues or undertake activities as may be required.

6.4 The ATC SC must review its Terms of Reference each year and may revise them for the remaining duration of the Committee's tenure.

7. SECRETARIAT AND FUNDING

7.1 The Chairperson is responsible for coordinating the Secretariat function of the ATC SC, that will include:

7.1.1 The preparation of minutes and records of decisions from all meetings (including an attendance register);

7.1.2 Any expenditure associated with the organisation of meetings (excluding travel costs of Government members), contracts for ATC SC work, etc.;

7.1.3 Pre-approved, eligible travel and out-of-pocket expenses of private sector stakeholder-members in relation to ATC SC duties; and

7.1.4 Reporting on expenditures on a regular basis.

8. DISPUTE RESOLUTION

8.1 Should the ATC SC be unable to resolve an issue through negotiation among the members, the ATC SC will refer the issue to the Chairperson for dispute settlement. A neutral party may be involved at the discretion of the Chairperson. Dispute resolution decisions made by the Chairperson will be considered final and binding on the ATC SC.

ANNEXURE A

OPERATING PRINCIPLES FOR ATC SC MEETINGS

These operating principles are to be read in conjunction with the Standing Rules of the ATC SC (Annexure C):

1 Quorum

1.1 Quorum for any votes taken at ATC SC will require 50% of members present. In the interest of cost saving the following procedure is adopted: If any member is unable to attend a meeting or believes his/her attendance would not add value to a particular meeting, the member can indicate his support or otherwise for a motion to the Secretariat prior to the meeting. The Chairperson will present the member's position on the motion and indicate the member's support of the motion or otherwise.

2 Confidentiality

2.1 ATC SC members are expected to be open and candid in discussing items before the ATC SC. For this reason, it is important to maintain confidentiality. ATC SC members are committed to respecting the privacy of ATC SC participants and agree not to disclose information or views expressed by individuals during meetings.

2.2 Records of decision will respect the principle of non-attribution. Deliberations should remain confidential until there is general agreement and consensus to make them public.

3 Public Communication and Media

3.1 Regular public communications about the progress of work being undertaken by the ATC SC is a priority and should be part of the regular work of the ATC SC.

3.2 Records of decisions, progress updates and other joint communication tools (questions and answers) will be regularly developed and approved by ATC SC members for posting on web sites and communicating with the media, social media and other interested observers.

3.3 Material will be made available to people and organisations outside the stakeholders represented in the ATC SC only upon approval by the Chairperson.

4 Reaching Agreement

4.1 ATC SC members will seek to reach consensus wherever possible. If, for whatever reason, consensus cannot be achieved, the ATC SC members may choose to move to a majority vote or permit dissenting reports to be included in the record of decision.

5 Official Languages

5.1 All members will be encouraged to participate in the ATC SC deliberations in the official language of their choice. All ATC SC documents will be produced in English, unless otherwise directed.

6 Accessibility

6.1 To ensure the active participation by any members and invited guests who may have accessibility requirements, ATC SC meetings will be held in facilities that are barrier-free.

6.2 Where required, technical aids, anthropometric equipment, attendant and other specialised services will be provided to accommodate the needs of members with disabilities.

7 Expert Members and Invited Guests

7.1 The ATC SC may, from time to time, require experts, academics or other Government stakeholder representatives to attend meetings as presenters, advisers or observers because of their knowledge of the subject, of the sector or as part of another consultation mechanism. Such invitations will be agreed to in advance by the Chairperson and their vote will be excluded if a decision is required, unless brought on as members of the ATC SC.

ANNEXURE B

INDEMNIFICATION OF PRIVATE SECTOR REPRESENTATIVES ON THE ATC SC

Private sector representatives serving as members of the ATC SC are extended the same risk management principles as Government representatives serving on the ATC SC when it comes to matters of liability and insurance and are subjected to the same regulatory frameworks and codes of conduct.

The private sector representatives on the ATC SC would therefore be considered "volunteers" in terms of this Terms of Reference. Government representatives should support "volunteers" in any third-party liability claim and do everything necessary to ensure that "volunteers" suffer no financial losses because of any claim arising from serving on the ATC SC in a "volunteer" capacity.

ANNEXURE C

STANDING RULES OF THE ATC SC

1 Ordinary Meetings

1.1 The draft agenda and all supporting documents, as well as the formal notice of the meeting will be distributed no less than 5 working days before the meeting. Agenda items and supporting documents received after the 5 working days cut-off will not serve but will stand over until the next meeting.

1.2 A member should in all cases request to the Chairperson in writing to place a particular item on the agenda. Supporting documentation clearly indicating a Draft Motion for the Committee to adopt should be supplied in terms of the rules indicated above. No provision is made for late additions to the agenda, nor for verbal agenda items, unless the Chairperson rules otherwise.

1.3 At the meeting the member presenting a particular agenda point will be given a brief opportunity to introduce the point. This may be followed by a limited question and answer session to provide clarity where after the ATC SC should move to adopt the motion.

1.4 It is the intention that members prepare themselves for the meetings. The meetings are not intended to be run as workshops or discussion forums, unless specifically pre-agreed by the members.

2 Special Meetings

2.1 At the request of a member and after consultation with all members of the ATC SC the Chairperson may call a special meeting. Only the specific item for which the special meeting was called will be on the Agenda of that meeting.

2.2 All the rules indicated in Section 1 above apply unless the Chairperson determines otherwise.

3 Starting Times for Meetings

3.1 The meetings will start promptly at the indicated time. The Chairperson may allow 10 minutes grace to obtain a quorum, whereafter the meeting may not continue. Another meeting will then be called.

3.2 A meeting may not start unless quorum exists. Should a member fail to attend, without tendering an apology and getting his/her alternate representative, the Chairperson may rule that another meeting is called.

3.3 Proper written notice will be given to all members of ATC SC meetings. Such a meeting will be held on the given date and time irrespective whether all members attend. The decisions taken at such a re-convened meeting will be binding on all parties.

4 Duration of Meetings

4.1 In the interest of productivity, meetings will be as brief as possible and should be concluded within 120 minutes, unless agreed to otherwise by the ATC SC.

5 Postponement of Meetings

5.1 On formal application for postponement, the Chairperson needs to obtain the views of each member of the ATC SC.

5.2 The Secretariat must inform each party of reasons for postponement.

6 Ruling Regarding Observers

6.1 It is the general view that observers will not be required nor encouraged to attend meetings, since the purpose of the ATC SC meetings is for high-level strategic and oversight engagement with a smaller group of senior officials and representatives.

6.2 If an observer is required, this is to be agreed by all members of the ATC SC.

6.3 Observers will only be allowed to address the ATC SC if approval is given by the Chairperson in consultation with the members of the ATC SC.

6.4 Observers will have no voting powers.

7 Procedure during Meetings

7.1 The meetings are formal in nature and should be focused on action and implementation over theoretical conversations.

7.2 When a member deviates from the order of business, the Chairperson should call him/her to order. The Chairperson should endeavour to ensure that debate is focused and that matters are agreed and concluded without undue delay. Should consensus not be reached within a reasonable period and after the discussion is exhausted, the Chairperson may invoke a vote or alternatively make a ruling based on the discussion.

7.3 Points of order should be dealt with in the prescribed manner. Points of order can only be in the form of a question directed to the Chairperson. There will be no discussion on the point. The Chairperson must conclude and rule on a point of order before proceeding with the meeting. The Chairperson may determine when a point of order called is out of order. The finding of the Chairperson is final and binding on the meeting.

7.4 The Chairperson must announce order of speakers.

8 Voting

8.1 Only members of the ATC SC will have voting powers. The Chairperson must indicate for the record how many votes for or against were recorded and this is to be minuted accordingly.

8.2 Rowdy and/or rude behaviour will not be tolerated. The person guilty of such behaviour should excuse himself/herself when requested to do so by the Chairperson.

9 Minutes of ATC SC Meetings

9.1 All meetings will be recorded. The Secretariat will be responsible for keeping of minutes.

9.2 The minutes must contain a short synopsis of proposals put forward and decisions taken. All members present must be provided the opportunity to confirm the accuracy of minutes before being adopted as final.

10 Admission and Termination of Admission of Parties to the ATC SC

10.1 Additional members may be admitted/co-opted to the ATC SC subject to agreement by all the members.

11 Deadlock Breaking Mechanisms for Meetings

11.1 The ATC SC will strive to reach agreement on issues through consensus.

11.2 Where consensus cannot be reached, the Chairperson will invoke a vote and/or make a ruling. Alternatively, the discussion can be referred to a third party to assist in arbitrating the matter.

APPENDIX 4

11.6	PARKS, OPEN SPACES AND ENVIRONMENT: (PC: J JOON)

NONE

11.7	PLANNING :(PC: CLLR C VAN WYK (MS)

11.7.1	APPLICATION TO UNDERTAKE A PUBLIC PARTICIPATION PROCESS FOR THE DRAFT ADAM TAS CORRIDOR LOCAL SPATIAL DEVELOPMENT FRAMEWORK (ATC LSDF) & THE ADAM TAS CORRIDOR DEVELOPMENT GUIDELINES

Collaborator No: 728382
IDP KPA Ref No: Valley of Opportunity
Meeting Date: 19 April 2022

1. SUBJECT:APPLICATION TO UNDERTAKE A PUBLIC PARTICIPATION PROCESS FOR THE DRAFT ADAM TAS CORRIDOR LOCAL SPATIAL DEVELOPMENT FRAMEWORK (ATC LSDF) & THE ADAM TAS CORRIDOR DEVELOPMENT GUIDELINES

2. PURPOSE

To provide the Council with the pertinent facts to approve the commencement of a Public Participation Process ("PPP") for the Draft Adam Tas Corridor Local Spatial Development and the accompanying Draft Adam Tas Corridor Development Guidelines, as prescribed in terms of Sections 3(2)(a), 9 and 10 of the Stellenbosch Municipality Land Use Planning Bylaw, 2015.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

The request to obtain the approval for the commencement of the Public Participation Process of the Final Draft Adam Tas Corridor Local Spatial Development and Development Guidelines.

4TH COUNCIL MEETING: 2022-04-26: ITEM 10.7.1

RESOLVED (nem con)

(a) that Council approve the commencement of the Public Participation Process ("PPP") for a period of sixty (60) days, to obtain comment in respect of the Final Draft Adam Tas Corridor Local Spatial Development Framework and the Development Guidelines, attached as **APPENDIX 1** to this report;

(b) that Council approve the Proposed Public Participation Plan, attached as **APPENDIX 2**;

(c) that Council take note of the process plan for the adoption of the Final Draft ATC LSDF and Development Guidelines, attached as **APPENDIX 3**;

FOR FURTHER DETAILS CONTACT:

NAME	*Craig Alexander*
POSITION	*Senior Manager: Development Planning*
DIRECTORATE	*Planning and Economic Development*
CONTACT NUMBERS	*021 808 8196*
E-MAIL ADDRESS	*Craig.alexander@stellenbosch.gov.za*
REPORT DATE	*10 April 2022*

11.11.3	**CONSIDERATION ON APPLICATIONS RECEIVED: FUNDING OF EXTERNAL BODIES PERFORMING A MUNICIPAL FUNCTION AS PROVIDED BY THE POLICY FUNDING OF BODIES PERFORMING A MUNICIPAL FUNCTION, READ WITH SECTION 80(2) OF THE LOCAL GOVERNMENT MUNICIPAL SYSTEMS ACT, 32 OF 2000, FINANCIAL YEAR 2022 / 2023**

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **16 August 2022**

1. SUBJECT: CONSIDERATION ON APPLICATIONS RECEIVED: FUNDING OF EXTERNAL BODIES PERFORMING A MUNICIPAL FUNCTION AS PROVIDED BY THE POLICY FUNDING OF BODIES PERFORMING A MUNICIPAL FUNCTION, READ WITH SECTION 80(2) OF THE LOCAL GOVERNMENT MUNICIPAL SYSTEMS ACT, 32 OF 2000, FINANCIAL YEAR 2022 / 2023

2. PURPOSE OF MEETING

To discuss and consider the funding applications for the 2022 / 2023 financial year received from external bodies performing a Municipal function as provided by the Policy for the Funding of External Bodies Performing a municipal function, read with Section 80(2) of the Municipal Systems Act No. 32 of 2000.

3. EXECUTIVE SUMMARY

In terms of Section 7(2) of the Policy relating to External Bodies Performing a Municipal Function of which budget allocation are delegated to the Grants Committee to make recommendations to Council, as approved by Council.

The notices of the applications for the funding of bodies performing a municipal function were advertised in the Eikestadnuus dated 17 March 2022, attached as **APPENDIX 1** of which the closing date to submit such applications was at 12:00 midday on 18 April 2022.

The advertisement was also advertised on the Stellenbosch Municipal Website and notice boards (**APPENDIX 2**).

Stellenbosch Municipality invited external bodies performing a municipal function in accordance with the policy, for funding facilities for the accommodation and burial of animals.

The closing date for the applications was advertised as 18 April 2022. Thus, were sufficient time awarded for organizations to provide the requested information.

Submissions were received from the below bodies (**APPENDIX 3** – Franschhoek SPCA) and (**APPENDIX 4** Stellenbosch Animal Welfare Society) to perform accommodation and burial of animals function for Council for the 2022/2023 financial year. A comparison was made with the funding granted for 2021/2022 financial year.

Applicants	**2022 / 2023 Funding Requested in Rand Value**
Franschhoek SPCA	R 689 900.00
Stellenbosch Animal Welfare Society	R2 895 891.31
Total Funding Requested	**R3 585 791.31**

4. RECOMMENDATIONS

In the light of the above and the reasons submitted in this report the following is recommended to the Grants Committee for endorsement to Council for decision:

a) that the amount of R225 000.00 be allocated to Franschhoek SPCA for the 2022 / 2023 financial year; and

b) that the amount of R1 275 000.00 be allocated to Stellenbosch Animal Welfare Society for the 2022 / 2023 financial year.

5. DISCUSSION /CONTENTS

The following applications for the funding of facilities for the accommodation and burial of animals were received

5.1 Franschhoek SPCA (APPENDIX 3)

Franschhoek SPCA	
Funds requested	R689 900.00
Operating costs:	R284 000.00
• Animal Euthanasia & Cremation	R15 000.00
• Free Animal Food	R10 000.00
• Free Medication	R50 000.00
• Employees costs	R24 000.00
• Motor vehicle expenses	R60 000.00
• Maintenance and Facility upgrade	R55 000.00
• Sterilisation	R65 000.00
• Training (Community outreach)	R5 000.00
General expenses	R39 900.00
• Essential Clinic equipment	
Capital expenses	R366 000.00
TOTAL	R689 900.00

5.2 Stellenbosch Animal Welfare Society (Appendix 4)

Stellenbosch Animal Welfare Society	
Funds requested	R2 895 891.31
Operating costs	R2 395 891.31
Sterilisation	R500 000.00
Total	**R2 895 891.31**

5.3 Compliance checks

Franschhoek SPCA		Amount requested: R689 900.00
The following MUST accompany this application:		
1. A copy of the latest, audited financial statements.	✓	24 June 2021
2. A copy of the Organisation's Constitution or Memorandum of Incorporation as well as the resolutions/minutes adopting the Constitution or Memorandum of Incorporation.	✓	
3. A copy of a project/programme description and/or a business plan for the ensuing financial year. Including the following: Full details of the proposal or project including its objectives, the number of people who will benefit and how the project will contribute or enhance the strategic objectives of Stellenbosch Municipality. Commencement and completion dates of the project. Information on the total cost of the project budget, including a breakdown of costs and an outline of any contribution by fundraising and/or own contribution. A list of all other sources of funding together with the assessments. A summary of past achievements. References independent of the applicant and its executive.	✓	
4. An original copy of a correctly completed creditors control form of Stellenbosch Municipality.	✓	
5. If the Organisation received funding from Stellenbosch Municipality in the preceding financial year, you need to account for the expenditure of the funding received with your new application.	✓	
6. If the Organisation received funding from other bodies, please identify and list the amounts received.	n/a	
7. If the Organisation is a non-profit company as defined in the section 1 of the Companies Act, 2008, a certificate/letter issued by the Companies and Intellectual Property Commission (CIPC) confirming registration must be attached.	n/a	
8. If the Organisation has been registered as a "non-profit" organisation in terms of the Non-Profit Organisation Act, 1997, a certificate/letter issued by the Department of Social Development confirming registration as a non-profit organisation must be attached.	✓	

9. If the Organisation has been registered as a "Public Benefit Organisation" in terms of the Income Tax Act, 1962, a certificate/letter issued by SARS confirming the Organisation's tax exemption status must be attached.	n/a	
10. Valid Tax Clearance Certificate issued by SARS.	✓	

Compliance checks

Stellenbosch Animal Welfare Society		Amount requested: R2 895 891.31
The following MUST accompany this application:		
1. A copy of the latest, audited financial statements.	✓	08 Nov. 2021
2. A copy of the Organisation's Constitution or Memorandum of Incorporation as well as the resolutions/minutes adopting the Constitution or Memorandum of Incorporation.	✓	
3. A copy of a project/programme description and/or a business plan for the ensuing financial year. Including the following: Full details of the proposal or project including its objectives, the number of people who will benefit and how the project will contribute or enhance the strategic objectives of Stellenbosch Municipality. Commencement and completion dates of the project. Information on the total cost of the project budget, including a breakdown of costs and an outline of any contribution by fundraising and/or own contribution. A list of all other sources of funding together with the assessments. A summary of past achievements. References independent of the applicant and its executive.	✓	
4. An original copy of a correctly completed creditors control form of Stellenbosch Municipality.	✓	
5. If the Organisation received funding from Stellenbosch Municipality in the preceding financial year, you need to account for the expenditure of the funding received with your new application.	✓	
6. If the Organisation received funding from other bodies, please identify and list the amounts received.	✓	
7. If the Organisation is a non-profit company as defined in the section 1 of the Companies Act, 2008, a certificate/letter issued by the Companies and Intellectual Property Commission (CIPC) confirming registration must be attached.	n/a	

8.	If the Organisation has been registered as a "non-profit" organisation in terms of the Non-Profit Organisation Act, 1997, a certificate/letter issued by the Department of Social Development confirming registration as a non-profit organisation must be attached.	✓	
9.	If the Organisation has been registered as a "Public Benefit Organisation" in terms of the Income Tax Act, 1962, a certificate/letter issued by SARS confirming the Organisation's tax exemption status must be attached.	n/a	
10.	Valid Tax Clearance Certificate issued by SARS.	✓	

6. IMPACT OF COVID 19 ON FUNDING PROGRAMME

It was promulgated in the National Disaster (Covid 19 pandemic) in terms of the National Disaster Act, Act 57 of 2002 by the President of the Republic of South Africa from 27 March 2020 and the impact of the lockdown regulations with the systematic unlocking of economic activity, did not have an impact on the services delivered by both the Franschhoek SPCA and Stellenbosch Animal Welfare Society performed as they continued performing an essential services which has been identified as a dire need.

7. EVALUATION RELATING TO FUNDING REQUEST

As raised per points 5. And 6. of this report, is it clear that both Franschhoek SPCA and Stellenbosch Animal Welfare Society qualify for funding.

Franschhoek SPCA requested funding to the amount of R689 900.00 it is herewith proposed that the amount of R225 000.00 should be allocated to Franschhoek SPCA.

Stellenbosch Animal Welfare Society requested the amount of R2 895 891.31, it is proposed that the amount of 1 275 000.00 should be awarded to Stellenbosch Animal Welfare Society. The request by Stellenbosch Animal Welfare to the amount of R2 895 891.31 is not within the budget of Stellenbosch Municipality.

During the previous financial year 2021/2022 Franschhoek SPCA was awarded the amount of R193 109.00 while Stellenbosch Animal Welfare Society was awarded the amount of R1 042 891.48

It is herewith proposed that the allocated amount to both the organisations be supported the Grants Committee as specified for the 2022/2023 financial year as follow;

Franschhoek SPCA	**R225 000.00**
Stellenbosch Animal Welfare Society	**R1 275 000.00**

GRANTS-IN-AID COMMITTEE MEETING: 2022-08-15: ITEM 3.1

RECOMMENDATIONS

In the light of the above and the reasons submitted in this report the following is recommended by the Grants Committee for endorsement to Council for decision:

a) that the amount of R225 000.00 be allocated to Franschhoek SPCA for the 2022 / 2023 financial year; and

b) that the amount of R1 275 000.00 be allocated to Stellenbosch Animal Welfare Society for the 2022 / 2023 financial year.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2022-08-16: ITEM 7.11.3

(a) that the amount of R225 000.00 be allocated to Franschhoek SPCA for the 2022 / 2023 financial year; and

(b) that the amount of R1 275 000.00 be allocated to Stellenbosch Animal Welfare Society for the 2022 / 2023 financial year.

Appendix 1: Advertisement as per Eikestad News
Appendix 2: Advertisement as per Council notice boards
Appendix 3: Franschhoek SPCA submission
Appendix 4: Stellenbosch Animal Welfare submission

FOR FURTHER DETAILS, CONTACT:

NAME	Mrs Joan Felix
POSITION	Manager: Law Enforcement & Traffic Service
DIRECTORATE	Law Enforcement
CONTACT NUMBERS	021 808 8497
E-MAIL ADDRESS	Joan.felix@stellenbosch.gov.za
REPORT DATE	9 June 2022

Appendix 1:

Advertisement as per Eikestad News



Advokaat Gesie van Deventer, die uitvoerende burgemeester van Stellenbosch, en Willie Maliwa, kringbestuurder van die Wes-Kaapse Onderwysdepartement (WKOD), het 'n erkenningsbord aan PJ Olivier-weldoeners en -borge bekend gestel. Foto: Angelo Julies

Kunssentrum gee erkenning

Angelo Julies
angelo.julies@media24.com

Die PJ Olivier-kunssentrum in Stellenbosch, een van die beste instellings van kunsopvoeding in die land, het onlangs 'n erkennings-geleentheid vir al sy weldoeners en borge gehou.

Die geleentheid is deur baie van die weldoeners en borge bygewoon, onder wie advokaat Gesie van Deventer, die uitvoerende burgemeester van Stellenbosch, en Willie Maliwa, die kringbestuurder van die Wes-Kaapse onderwysdepartement (WKOD), wat 'n erkenningsbord van toewyding aan PJ Olivier-weldoeners en -borge bekend gestel het.

Die geleentheid is gehou om al die weldoeners en borge, wat die skool oor baie jare ondersteun het, te bedank.

"Hierdie ondersteuning verbeter die bedrywighede van die skool, stel die skool in staat om tot sy volle potensiaal te funksioneer en leerders eersteklasonderwys in nege verskillende kunsdissiplines te bied," het Andi Norton, die programleier vir die aand, gesê.

PJ Olivier was verlede jaar een van die toppresterende kunssentrums in die land met 31 leerders wat die matriekeksamen vir visuele kuns geskryf het. Altesaam 23 het onderskeidings ontvang. Nog 37 leerders het die ontwerp-matriekeksamen geskryf en 20 het onderskeidings gekry.

"Die ondersteuning van finansierders maak hierdie uitstekende resultate moontlik deur personeel en bedryfskoste te borg, en dit skep ook beurse vir leerders wie se ouers nie die jaarlikse skoolfonds kan bekostig nie," het Norton gesê.

Eikestad kan dalk 'Kwêla' se Dorp van die Jaar word

Die immergewilde *Kwêla* Dorp van die Jaar-kompetisie is terug en Stellenbossers kan ons dorp nou vir dié gesogte titel benoem.

'n Dorp kwalifiseer vir die *Kwêla* Dorp van die Jaar-kompetisie as die getal inwoners minder as 500 000 is en die dorp of woongebied nie binne 'n metropolitaanse gebied val nie.

Dit plaas die Eikestad in 'n gunstige posisie.

Die vorige twee jaar se streekwenners kan nie benoem word nie.

Vorige wendorpe mag vir vyf jaar nadat hulle as wenner aangewys is nie weer aan die kompetisie deelneem nie. Dit sluit Mosselbaai (2017), Jeffreysbaai (2018), Swakopmund (2019), Kareedouw (2020) en Greyton (2021) in.

Kykers kan enige dorp in Suid-Afrika of Namibië benoem. Deelnemers hoef nie in 'n dorp te woon om dit te benoem nie. Die benoemings sluit Vrydag 18 Maart om 12:00.

Om 'n dorp te benoem, moet die naam van die dorp per SMS na 33157 gestuur word. Die nommer is toeganklik vir selfoonnetwerke in Suid-Afrika en Namibië. 'n SMS kos R1,50. Gratis SMS'e geld nie en foutiewe SMS'e sal verreken word.

Tydens die benoemingsfase is daar geen beperking op die aantal dorpe wat deur 'n individu benoem mag word nie en is SMS'e per selfoonnommer onbeperk. In alle ander fases van die kompetisie word SMS'e tot 30 per selfoonnommer beperk.

Vanjaar se Dorp van die Jaar wen R1 miljoen in bemarkingswaarde van kykNET en 'n 45-sekonde-advertensie oor die dorp, wat deur Homebrew Films vir uitsaai in kykNET se advertensietyd gemaak sal word. Die KIA-makietie sal ook in die wendorp aangebied word.

Vir navrae, bel Corne Nel by 021 422 3452 of stuur e-pos na navrae@kwela.tv

Charity art auction again

After being locked down and unable to have their annual Charity Art Auction at Muratie the past two years the Marié Stander School of Art is proud to announce that the Charity Art Auction is once again happening "live" at the beautiful Muratie Wine Farm, next Tuesday the 22 March. Viewing starts at 17:30 and the actual auction at 19:00. This is a highlight on the Stellenbosch social calendar, because not only do you have the chance to buy a beautiful artwork by one of the art schools' students or the artist's herself, you can also enjoy an evening of wine, food and live music and make a difference in a needy child's life.

With the funding made with this auction the Marie Stander School of Art is sponsoring schoolchildren in need of school clothes, sporting equipment, musical instruments and so much more. They also sponsor the feeding scheme in Jamestown driven by Usiku.

The 2022 theme for the artworks on auction are inspired by a collection of "Unfinished sentences..." and students were asked to finish these sentences with their visuals. As always an exhibition is not to be missed. Tickets can be bought at R200 per person from participating students or e-mail jessiestrydom@gmail.com if you would like to attend this charitable event and so make a difference in an underprivileged child's life.



With the funding made with this auction the Marie Stander School of Art is sponsoring schoolchildren in need.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

MUNISIPALE KENNISGEWING: 16/2022

KENNISGEWING: AANSOEKE OM SKENKINGS VIR DIE BEFONDSING VAN ENTITEITE WAT 'N MUNISIPALE FUNKSIE VERRIG SOOS VERVAT IN DIE "BELEID VIR DIE BEFONDSING VAN EKSTERNE ENTITEITE WAT 'N MUNISIPALE FUNKSIE VERRIG", SAAMGELEES MET ARTIKEL 80(2) VAN DIE WET OP PLAASLIKE REGERING: MUNISIPALE STELSELS, WET 32 VAN 2000 VIR DIE FINANSIëLE JAAR 2022/2023.

Kennisname geskied hiermee vir Entiteite wat 'n munisipale funksie verrig soos vervat in die Beleid vir die Befondsing van Eksterne Entitieite wat 'n Munisipale Funksie Verrig, saamgelees met Artikel 80(2) van die Wet op Plaaslike Regering: Munisipale Stelsel se, Wet 32 van 2000 en wat kwalifiseer vir finansiele hulp, om aansoek te doen ingevolge die bepalings vervat in die bostaande beleid van Stellenbosch Munisipaliteit.

Slegs organisasies binne die WC024 munisipale grens wat die volgende munisipale funksies verrig:

- Fasiliteite vir die akkommodasie en begrawing van diere, sal in aanmerking kom vir befondsing.

Slegs aansoeke wat op die voorgeskrewe aansoekvorm ingedien word en vergesel word van al die gevraagde inligting, dokumentasie, finansiele state, dekkingsbrief ens. en deur die Direkteur Gemeenskaps- en Beskermingsdienste ontvang word teen 12:00 op 18 April 2022 sal oorweeg word.

Afdrukke van die betrokke beleid en aansoekvorm is beskikbaar gedurende kantoorure by:
Wetstoepassing Departement
Hofmanstraat, 1 Stellenbosch

Me Joan Felix
(joan.felix@stellenbosch.gov.za)
Tel: 021 808 8497

MUNICIPAL NOTICE: 16/2022

NOTICE: APPLICATION FOR THE FUNDING OF ENTITIES THE FUNDING OF EXTERNAL BODIES PERFORMING A MUNICIPAL FUNCTION READ WITH SECTION 80(2) OF THE LOCAL GOVERNMENT: SYSTEMS ACT, 32 OF 2000 FOR THE FINANCIAL YEAR 2022/23.

Notice is hereby given to external entities performing a Municipal Function as provided by the Policy for the Funding of Bodies Performing a Municipal Function read with section 80(2) of the Local Government: Municipal Systems Act, 32 of 2000, and who qualify for financial assistance, to apply in line with the aforementioned policy of Stellenbosch Municipality.

Only organizations within the WC024 municipal boundary that provide a Municipal Function for:

- Facilities for the accommodation and burial of animals will be considered and may apply for the said funding.

Only applications received on the prescribed application form and accompanied by the required information, documentation, financial statements, covering letter, etc. and received by the Director Community & Protection Services by no later than 12:00 on 18 April 2022 will be considered.

Copies of the said policy and application form are available during office hours from:
Law Enforcement Department
1 Hofman Street, Stellenbosch

Mrs Joan Felix:
(joan.felix@stellenbosch.gov.za)
Tel: 021 808 8497

Appendix 2:

Advertisement as per Council notice boards

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STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

MUNISIPALE KENNISGEWING: 16/2022

KENNISGEWING: AANSOEKE OM SKENKINGS VIR DIE BEFONDSING VAN ENTITEITE WAT 'N MUNISIPALE FUNKSIE VERRIG SOOS VERVAT IN DIE "BELEID VIR DIE BEFONDSING VAN EKSTERNE ENTITEITE WAT 'N MUNISIPALE FUNKSIE VERRIG", SAAMGELEES MET ARTIKEL 80(2) VAN DIE WET OP PLAASLIKE REGERING: MUNISIPALE STELSELS, WET 32 VAN 2000 VIR DIE FINANSIëLE JAAR 2022/2023.

Kennisname geskied hiermee vir Entiteite wat 'n munisipale funksie verrig soos vervat in die Beleid vir die Befondsing van Eksterne Entitieite wat 'n Munisipale Funksie Verrig, saamgelees met Artikel 80(2) van die Wet op Plaaslike Regering: Munisipale Stelsel se, Wet 32 van 2000 en wat kwalifiseer vir finansiele hulp, om aansoek te doen ingevolge die bepalings vervat in die bostaande beleid van Stellenbosch Munisipaliteit.

Slegs organisasies binne die WC024 munisipale grens wat die volgende munisipale funksies verrig:

• Fasiliteite vir die akkommodasie en begrawing van diere, sal in aanmerking kom vir befondsing.

Slegs aansoeke wat op die voorgeskrewe aansoekvorm ingedien word en vergesel word van al die gevraagde inligting, dokumentasie, finansiele state, dekkingsbrief ens. en deur die Direkteur Gemeenskaps- en Beskermingsdienste ontvang word teen 12:00 op 18 April 2022 sal oorweeg word.

Afdrukke van die betrokke beleid en aansoekvorm is beskikbaar gedurende kantoorure by:
Wetstoepassing Departement
Hofmanstraat, 1 Stellenbosch

Me Joan Felix
(joan.felix@stellenbosch.gov.za)
Tel: 021 808 8497

MUNICIPAL NOTICE: 16/2022

NOTICE: APPLICATION FOR THE FUNDING OF ENTITIES THE FUNDING OF EXTERNAL BODIES PERFORMING A MUNICIPAL FUNCTION READ WITH SECTION 80(2) OF THE LOCAL GOVERNMENT: SYSTEMS ACT, 32 OF 2000 FOR THE FINANCIAL YEAR 2022/23.

Notice is hereby given to external entities performing a Municipal Function as provided by the Policy for the Funding of Bodies Performing a Municipal Function read with section 80(2) of the Local Government: Municipal Systems Act, 32 of 2000, and who qualify for financial assistance, to apply in line with the aforementioned policy of Stellenbosch Municipality.

Only organizations within the WC024 municipal boundary that provide a Municipal Function for:

• Facilities for the accommodation and burial of animals will be considered and may apply for the said funding.

Only applications received on the prescribed application form and accompanied by the required information, documentation, financial statements, covering letter, etc. and received by the Director Community & Protection Services by no later than 12:00 on 18 April 2022 will be considered.

Copies of the said policy and application form are available during office hours from:
Law Enforcement Department
1 Hofman Street, Stellenbosch

Mrs Joan Felix:
(joan. felix@stellenbosch.gov.za)
Tel: 021 808 8497

300000-EN170322

Appendix 3:

Franschhoek SPCA submission

FRANSCHHOEK SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

APPLICATION FOR FINANCIAL SUPPORT

YEAR: 2022/2023

Society for the Prevention of Cruelty to Animals

Incorporated Association not for gain

NPO No.: 037-649
PBO No.: 930012659

DBV SPCA
FRANSCHHOEK

Dierebeskermings-vereneging

Ingelyfde Vereniging sonder winsoogmerk

PO Box 192, Franschhoek 7690
Tel: 083 745 5344
info@spcafhk.co.za
www.spcafhk.co.za

11th April, 2022

The Manager,

Community Development,

58 Andringa Street,

Stellenbosch,

7600

Dear Madam/Sir,

Please see in this folder Franschhoek SPCA's Application for Grant in Aid funding.

We look forward to hearing from you in due course.

Yours faithfully



Polly (Pauline) Meyer

Chair – Franschhoek SPCA

083 261 4252

chair@fhkspca.co.za

Delivered by hand

DBV SPCA

FRANSCHHOEK

APPLICATION FOR SUPPORT YEAR 2022/23



OUR SOCIETY



Established 31 years ago, Franschhoek SPCA falls under the umbrella of the NSPCA South Africa, however it is a Society financially independent of the national organization.

As a Non-Profit and Public Benefit Organization, we are funded through donations, sponsorships, grants, gifts and the general goodwill of the community.

OUR MISSION

Our mission is to prevent cruelty and promote the welfare of all animals within our community. Our areas of operation are:
Wards 1,2,3,4: Franschhoek, Groendal, Bosbou, Wemmershoek, Groot Drakenstein, Lanquedoc, Pniel, Sawmill and Kylemore. The area spans about 200 square kilometres with a total population of 30000 (SA Census). It is estimated that the total domestic animal population in this area is in the order of 4200 animals.

The Franschhoek SPCA is also available to assist in the greater Stellenbosch area, Villiersdorp, Grabouw and other areas should the need arise, and animals require our help.

OUR STAFF

We have 3 permanent staff members:

1 x Inspector

2 x Animal Welfare Assistants

OUR PREMISES

Our premises/clinic (on lease from the Stellenbosch Municipality) consists of a fully-operational facility consisting of:

Clinic

Administration Office

4 x Holding Kennels

2 x Outside Quarantine Kennels

Surgery

Freezer Storage Capacity

2 x Quarantine Kennels

4 x Cat Cages

We hold evening clinics on Mondays and Wednesdays to dip, examine, inoculate, and have food available .



The South African Veterinary Council requires our Clinic to be registered to meet all its stringent conditions regarding sterilizations and animal housing. We have a single vehicle utilized on an "outreach basis" to transport animals where appropriate.

Mobile clinics are conducted from this vehicle in the areas of our responsibility within the communities we serve.

Our team works with the support of local vets, offering a professional service and central facilities to assist residents unable to afford the normal veterinary services for their animals in and around our valley and villages. Our staff work closely with both the regular SA Police Force and the Stellenbosch Municipal

EDUCATION



The Franschhoek SPCA has an educational program which includes visits to our local schools to promote promoting healthy animals and healthy families through projects and incorporation in the curriculum.

Students are encouraged to visit the clinic and offer volunteer work where appropriate.

DBV SPCA
FRANSCHHOEK
JUNIOR

We also have various initiatives aimed at creating an understanding of animal welfare within the community. We have inspectorate staff who travel around the township areas identifying animals in difficulty and seeking out the owners in order to offer elementary education on animal welfare.

We utilise a monthly newspaper article in the Franschhoek Tatler to stress the importance of good animal health and welfare. The Franschhoek Tatler provides us with media exposure and is of great support to the Society - promoting us and informing the community of our message of animal welfare. This channel is also used in raising awareness for the need for financial support.

We are also listed with the local Magistrate's office regarding an offer of limited community service for minor offenders.

FUNDRAISING



Due to the financial climate of the past 2 years, it has been particularly difficult in terms of fundraising. The problem has been hugely exacerbated by the Covid -19 situation where not only do we have the economic challenge but also the requirement to limit our events to smaller numbers in order to comply with COVID safety protocols.

Being a largely Tourism based village, we have been greatly affected by the downturn of financial input from the tourism/restaurant sector, and with no other large industry in our area, sponsorship has become increasingly difficult to acquire. We are not permitted to raise funds outside our Constitutional limits as it is deemed unfair practice to compete with other animal related charities.

We have some more fundraising activities planned for the coming year such as our annual Boules competition during the Bastille Festival in July and are expecting to organise further events during the coming year.

The economic downturn has had a drastic increase in the number of animals requiring care and at the same time made it exceedingly difficult for us to fundraise.

THE PROGRAMMES

Collection of dead animals and euthanasia

Dealing professionally with unwanted or seriously injured or ill domestic animals as well as livestock and other "wild" animals in a hygienic way including the storage and disposal of bodies.

Due to the current economic climate, largely due to COVID-19, we have seen a dramatic increase since 2020, in animals being dumped on the roadside, leading to more strays we must pick up, as well as dead animals, or those who have been injured who then need to be euthanised.

We foresee this getting worse, as many more animal owners are losing their jobs and there is an increase in loss of income. Sadly, when this happens, animals are on the bottom of the priority list and suffer as a result.

We anticipate an increase in the number of cases where people will be forced to surrender their animals to us, handing them over to be euthanised, or in desperation abandoning them even, which will further exacerbate the already out of control scenario of unwanted and neglected animals.

Many people can not longer afford to feed their animals properly, leading to malnutrition and disease. Fewer pet owners are now able to afford vaccinations and basic veterinary care, further exacerbating the problem. The community has become far more reliant on assistance from our SPCA in this regard, which eats into moneys raised at our fund-raising efforts at an alarming rate.

We have also experienced an enormous outbreak of Parvo-Virus in the western cape, resulting in the need to euthanise many very sick animals and to help with the hygienic clean up and removal of those already dead.

THE PROGRAMMES

Sterilisation

We have almost depleted our funds available for sterilisations, which are absolutely essential in helping keep the unwanted breeding of animals at bay.

We would need to continue with our monthly sterilisations if we are to keep some control over this situation. Again, fewer pet owners are able to contribute to the costs of having their pets sterilised, leaving the burden of costs largely in our hands.



Community Outreach and Support



We continue to connect with individuals at both our in-house and mobile treatment clinics, although it has become increasingly difficult to operate due to having to keep gatherings small enough at a time to ensure COVID safety protocols. This means we are having to drive further and spread out more to maintain our efforts in this regard.

Setting up a meaningful school educational programs and appointing young brand "ambassadors" is still on our radar, but with schools having been closed for a large part of the time this has also has its challenges.

We continue to conduct our extensive door-to-door contact imparting a message of the humane treatment of animals all the while building on the neighbourhood youth "ambassador" programme and partnering with a spectrum of local community projects.

There will be a stronger focus on animal sterilisation, and there is a critical need for consistent, positive engagement with the community to overcome unacceptable and anti-social practices, like dog fighting (of which we have three new cases just in the last month alone) and being able to bring the perpetrators to book. Our Inspector is required to attend Court proceedings at every case hearing. These are constantly being postponed.

Disease Control

Through effective inoculations and treatment of ticks, mange, rabies, and other transmittable diseases the SPCA assists in keeping a high standard of health in the animal population to the benefit of the community. SPCA is doing all possible to continue providing medical assistance to our community by way of supplying and administering the following:

Antibiotics - to treat minor injuries and infections, particularly given that visits to a vet might be difficult or impossible for most people at this time.

Vaccinations – the Western Cape has been in the grip of a deadly Parvo-Virus outbreak and if we are not able to continue with vaccinating against parvo the number of deaths will increase even further. The Parvo-Virus is highly contagious and results in a horrific death. Other virus like distemper must also be kept well under control.

Deworming and inoculation – we still use the (5 in one) injection us R140.00. Treatment for deworming (ringworm and intestinal worms are transferred from animals to humans) and dipping for mange, particularly sarcoptic mange (aka scabies in humans) is crucial as these can cause major health concerns for the community. A Nexguard tablet treatment (which is most effective) costs R150.00 per tablet. A course is one a month for 3 months. R450 per animal.



SUMMARY

All the above activities and services that we provide on behalf of the Stellenbosch Municipality and the areas within its jurisdiction cover the main essential body of our work which never change but become more costly each year.

As you can see from the detailed accounts that substantiate our submission for aid, this is an endless and costly endeavour.

Your careful consideration in this regard and to the dire consequences to all our communities should the service we provide no longer be available will be very much appreciated.



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT **APPENDIX A**

Community and Protection Services : Community Development

APPLICATION FOR GRANT-IN-AID: 2019/20

NOTE: ***ATTENDANCE OF THE GRANT-IN-AID WORKSHOP IS COMPULSORY***

	PLEASE COMPLETE THE FOLLOWING		
A	**REGISTERED NAME OF ORGANISATION**		
	FRANSCHHOEK SPCA		
B	**DATE AND YEAR IN WHICH THE ORGANISATION WAS FOUNDED:** (include a brief description of the business or activities of the organization)		
	1990		
	Our Mission is to prevent cruelty and promote the welfare of all animals within our community.		
C	**ADDRESS OF REGISTERED ORGANISATION**		
	PHYSICAL ADDRESS	**POSTAL ADDRESS**	
	Franschhoek SPCA	P.O. Box 192	
	14a Provence street	FRANSCHHOEK	
	Franschhoek.		
	Cape Winelands		
	CODE: 7690	**CODE:** 7690	
D	**CONTACT DETAILS** (Details of the person to contact regarding this GIA application)		
	NAME & SURNAME:	Paulnie MEYER.	
	POSITION:	CHAIRMAN	
	TEL: (021)	876 3174	**FAX:** ( )
	MOBILE:	083 261 4252	**ALTERNATIVE:**
	EMAIL ADDRESS:	chair@fhkspca.co.za.	

Wendy.

E	**REGISTRATION:**				
	Is the organization a NP/NG Organisation?	**YES**	✓	**NO**	
	If YES, please provide the Registration Number: (Attach a copy of the registration certificate or proof of other affiliation where applicable)				
F	**BOARD/COMMITTEE MEMBERS OF THE ORGANISATION:** (List ALL Board/Committee Members of the Organisation) Insert a separate page if the space is not enough).				
1	**NAME & SURNAME:**	Pauline MEYER			
	POSITION:	CHAIRMAN.			
	ADDRESS:	REEDEN LODGE, Anne-Marie St. FRANSCHHOEK, 7690			
	CONTACT NUMBER:	083 261 4252.			
2	**NAME & SURNAME:**	ERIKA McCORMACK.			
	POSITION:	VICE CHAIRMAN			
	ADDRESS:	1040, La Motte. FRANSCHHOEK 7690			
	CONTACT NUMBER:	082 905 2606.			
3	**NAME & SURNAME:**	WENDY SAFFERY			
	POSITION:	TREASURER.			
	ADDRESS:	La Galiniere, Main Road FRANSCHHOEK 7690			
	CONTACT NUMBER:	083 743 7625.			
4	**NAME & SURNAME:**	Nicola de Havilaud.			
	POSITION:	SECRETARY.			
	ADDRESS:	GLENWOOD FARM, ROBERTSVLEI RD. FRANSCHHOEK			
	CONTACT NUMBER:	082 333 3548			

5	NAME & SURNAME:	AGNETA HEINRICH
	POSITION:	FUND RAISING.
	ADDRESS:	ROBERTSVLEI ROAD.
		FRANSCHHOEK 7690
	CONTACT NUMBER:	083 257 0009
6	NAME & SURNAME:	
	POSITION:	
	ADDRESS:	
	CONTACT NUMBER:	
7	NAME & SURNAME:	
	POSITION:	
	ADDRESS:	
	CONTACT NUMBER:	
8	NAME & SURNAME:	
	POSITION:	
	ADDRESS:	
	CONTACT NUMBER:	

9	NAME & SURNAME:	
	POSITION:	
	ADDRESS:	
	CONTACT NUMBER:	
10	NAME & SURNAME:	
	POSITION:	
	ADDRESS:	
	CONTACT NUMBER:	

G	**PREVIOUS FUNDING:**	
	Have you successfully applied and received Stellenbosch Municipal Grant-In-Aid funding previously?	YES
	If yes for which financial year?	2020/21
	What amount was received?	R193,108.52
	Did you submit Financial Reports for the funds received?	YES
	Do you receive any other sources of funding? (If YES please provide details)	NO

H	**CATEGORY A:** For more information refer to the Grant-In-Aid Policy for general guidelines and categories (Please categorize your application by marking the appropriate category with X)	
	HEALTH	
	ENVIRONMENT	X
	SOLID WASTE	
	SOCIAL DEVELOPMENT	
	SPORTS & RECREATION	

	CATEGORY B: For more information refer to the Grant-In-Aid Policy for general guidelines and categories (Please categorize your application by marking the appropriate category with X)				
	NIGHT SHELTER				
	OTHER (Please specify) External Body Concerning Municipal Function PERFORMING function of cremation or burial of animals				
I	**REQUEST FOR FUNDING:**				
	Is funding required for the ensuing year?	**YES**	✓	**NO**	
	Is funding required for a specific project? (If YES attach details separately)	**YES**		**NO**	✓
	Is funding required for General Support? (If YES, attach a copy of the Organisation's Overall Budget)	**YES**	✓	**NO**	
	Budgeted amount requested				R689.900
	Duration of project?				12 Months
J	**SERVICE FOCUS**				
	Ward number in which services are delivered				
	Which Ward Priority/ies are addressed through the service: (Please provide details below)				
	Wards: 1, 2, 3 & 4				
	Which Municipal Strategic Goal/s is linked to the services: (Please mark with a X)				
	Preferred Investment Destination				
	Greenest Municipality				
	Dignified Living				✓
	Safest Valley				
	Good governance and Compliance				
K	**THE FOLLOWING MUST BE ATTACHED TO THIS APPLICATION:** (Please use this form as a check-list, to ensure that you comply to the specified requirements)				
1	**AUDITED FINANCIAL STATEMENTS** (A copy of the latest audited financial statements. Should the organization be classified as an emerging organization, the financial statements MUST be dated and signed by the Treasurer and Chairperson and MUST include a monthly income and expense statement for the months that the organization has been in existence or for the last 12 months)				✓
2	**ORGANISATIONAL CONSTITUTION** (A signed and dated copy of the Organisation's Constitution, as well as a signed copy of the Minutes of the AGM, to verify the acceptance of the Constitution.)				✓
3	**PROJECT PROGRAMME/BUSINESS PLAN** (A copy of the project/program description and/or a business plan for the ensuing financial year. Please ensure that the following is included in the project/program and or business plan, by using the below mentioned bullet points as a guide).				✓
	❖ Full details of the proposal/project/business plan including objectives;				
	❖ The number of people who will benefit and how the project/program will contribute or enhance the strategic objectives of Stellenbosch Municipality;				
	❖ The project/program commencement and completion dates;				
	❖ Information on the total costs of the project/program budget;				
	❖ A breakdown of costs and an outline of any contributions by fundraising and / or own contributions;				
	❖ A list of all other sources of funding together with the assessments;				
	❖ A summary of past achievements;				
	❖ Reference independent of the applicant and its executive/board or committee members.				
4	**SIGNED AND STAMPED CREDITOR CONTROL FORM** (An original signed copy of a correctly completed Creditors Control form of the Stellenbosch Municipality)				✓

5	**ACCOUNT ON EXPENDITURE FOR PRECEDING FUNDING** (If you have received funding from Stellenbosch Municipality in the preceding financial year, expenditure of the funds received needs to be accounted for with this new application). Please refer to *Section K for the format.*	✓
6	**PROOF OF REGISTRATION/AFFILIATION** (Attach a copy of the organisation's Registration Certificate of Affiliation)	✓
L	**FORMAT FOR FEEDBACK REPORT** (Please ensure that your feedback of previous funding received, includes the following)	
1	Narrative report on the project including numbers reached, outcomes reached, outcomes reached, evaluation of the project indicating successes and failures/lessons learned.	
2	Pictures of the project/program.	
3	Financial report on expenditure regarding previous donation separate from the annual financial statements. (Attach proof of expenditure).	
M	**THE FOLLOWING SHALL APPLY:**	
1	The allocation of Grant-In-Aid will only be considered if the application document has been fully completed and signed and is accompanied by the required and supporting documentation referred to therein.	
2	An applicant who has been registered as a non-profit organization in terms of Section 13 of the Non-Profit Organisation Act, 1997, and the necessary proof thereof is submitted together with this application.	
3	Applicants must in their submission clearly indicate/specify and motivate what the funds will be utilized for.	
4	The Grant-In-Aid must be exclusively utilized for the purpose defined and the successful applicant must submit the necessary undertaking to this effect.	
5	Applicants must in their submission satisfy the Council of their ability to execute the project successfully.	
6	Organisations who have already received financial or other assistance from the Council during the previous financial year MUST specify same in their application.	
7	No funding will be considered for political groupings, churches or ratepayers organisations.	
8	No funding will be considered where only an individual will benefit or where a member of Council or an official of Stellenbosch Municipality will receive any financial or other gain.	
9	Projects outside the boundaries of the Council will not be considered.	
10	Expenditure that will not be funded includes: travel costs (unless it is for the transport of beneficiaries), subsistence, accommodation, food (unless intended for the beneficiaries) or entertainment expenses of any kind, staff salaries including bonuses, bursaries and payments in lieu of rates or other municipal charges.	
11	Subsequent requests from the applicants to cover overspending on projects will not be considered.	
12	Successful applicants must at all times comply with the provisions of Section 67(1) of the Municipal Finance management Act no. 56 of 2003 which inter alia stipulates that the organization or body has to:-	
	❖ Enter into and comply with a Memorandum of Agreement with the Municipality as well as with all reporting financial management and auditing requirements as may be contained in such an agreement. This memorandum of agreement will bind the successful applicant to deliver on what the application speaks to, but also to commit to become involved with municipal programs of the community where it functions. The Memorandum of Agreement will be made available to successful applicants for completion.	
	❖ Report monthly on the actual expenditure of the amount allocated to it. Should monthly allocations be made.	
13	The Council reserves the right not to give a Grant-In-Aid to any organization applying for grants. Having been awarded a grant previously does not give an applicant the right to receive a grant again.	
14	Funding will not be considered where a project or organization is already receiving funds from Council in terms of Council's functions. Applicants are required to disclose other sources of funding, failing which such applicant will be disqualified.	
15	Funding will not be considered where in Council's opinion, an organization received	

	sufficient funds from other sources to sustain its activities or the project applied for. For this purpose, organisations must submit financial statements and budget for the ensuing financial year.
16	Organisations having received funding from Stellenbosch Municipality during the previous financial year, are required to attach to any new application, a copy of the financial statements relating to the year in which the funding was received from Council, as required in terms of Section 17 of the Non-profit Organisation Act, 1997 and Section 67(1) of the Municipal Finance Management Act, 2003 (MFMA).
17	Funding will not be considered where expenses have already been incurred on a project by the applicant. (The Council's Grant-In-Aid Policy must be consulted for the sake of completeness).

N DECLARATION OF INTEREST:

The beneficiary declares that the following municipal employees and/or councillors have a vested interest in the business of the beneficiary. However, they do not benefit directly from this donation and were not part of the decision making process in the allocation of the donations:

Name & Surname:	
Designation:	
Name & Surname:	
Designation:	

O UNDERTAKING:

I/We hereby verify that the information provided in this application is true and correct and that the conditions applicable to the allocation of a grant-in-aid as set out above and in the GIA Policy have been read and is understood and will be complied with.

I/We also declare that the organization implements effective, efficient and transparent financial management and internal control mechanisms to guard against fraud, theft and financial mismanagement and has in the past complied with requirements for similar transfer(s) of funds.

Thus completed and signed at Stellenbosch on this ____ day of APRIL 20 22 .

Chairperson/Authorised Representative

Secretary/Duly Authorised Signatory

P PLEASE TAKE NOTE:

(Completed application forms, together with all the required supporting documentation must be posted to):

The Director: Community and Protection Services
P O Box 17
Stellenbosch
7599

	Or hand delivered to: **The Manager: Community Development** **58 Andringa Street** **Stellenbosch** **7600** **The submission of applications closes at 13H00 on the closing date as per the advertisement.** **PLEASE NOTE: Neither LATE nor INCOMPLETE applications shall be considered.**

Registered Accountants and Auditors

Unit 1, La Rue Des Roses, 2 Main Street, Franschhoek
Postnet Suite 17, Private Bag X19, Franschhoek, 7690
Tel: 083 270 1983
Email: ra@nsiaudit.co.za
Web: www.nsiaudit.co.za

Independent Auditor's Report

To the management committee of Franschhoek SPCA

Qualified opinion

We have audited the financial statements of Franschhoek SPCA set out on pages 6 to 13, which comprise the statement of financial position as at 31 March 2021, and the statement of comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, except for the possible effect of the matter described in the basis for qualified opinion section of our report, the financial statements present fairly, in all material respects, the financial position of Franschhoek SPCA as at 31 March 2021, and its financial performance and cash flows for the year then ended in accordance with basis of accounting as set out in Note 1 to the financial statements and the requirements of the Non-Profit Organisations Act of 1997.

Basis for qualified opinion

The organisation receives donations and, in common with similar organisations, it is not feasable for the organisation to institute accounting controls over donation collections prior to the initial entry of the collections in the accounting records. Accordingly it was impracticable for us to extend our examination beyond receipts actually recorded.

We were not able to verify the valuation of property, plant and equipment as a fixed asset register containing the details could not be obtained.

As a result of these matters, we were unable to determine whether any adjustments might have been found necessary in respect of recorded or unrecorded transactions, and making up the statement of financial position, statement of comprehensive income, statement of changes in equity and statement of cash flows using alternate methods. We also considered it impracticable to quantify all the financial effects of the above.

We conducted our audit in accordance with International Standards on Auditing. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the financial statements section of our report. We are independent of the close corporation in accordance with the Independent Regulatory Board for Auditors Code of Professional Conduct for Registered Auditors (IRBA Code) and other independence requirements applicable to performing audits of financial statements in South Africa. We have fulfilled our other ethical responsibilities in accordance with the IRBA Code and in accordance with other ethical requirements applicable to performing audits in South Africa. The IRBA Code is consistent with the International Ethics Standards Board for Accountants Code of Ethics for Professional Accountants (Parts A and B). We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified opinion.

Independent Auditor's Report

Other information

The management committee are responsible for the other information. The other information comprises the detailed income statement. Other information does not include the financial statements and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do not express an audit opinion or any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of the management committee for the Financial Statements

The management committee are responsible for the preparation and fair presentation of the financial statements in accordance with basis of accounting as set out in Note 1 to the financial statements and the requirements of the Non-Profit Organisations Act of 1997, and for such internal control as the management determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the members are responsible for assessing the organisation's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the management committee either intend to liquidate the organisation or to cease operations, or have no realistic alternative but to do so.

Auditor's responsibilities for the audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with International Standards on Auditing will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with International Standards on Auditing, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the close corporation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the members.
- Conclude on the appropriateness of the members' use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the close corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the close corporation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Independent Auditor's Report

We communicate with the members regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

NSi Audit Franschhoek Inc.
RJ Snyman
Partner

Date: 24/06/2021
Franschhoek

Franschhoek SPCA

(Registration number: 930012659)
Financial Statements for the year ended 31 March 2021

Statement of Financial Position as at 31 March 2021

	Note(s)	2021 R	2020 R
Assets			
Non-Current Assets			
Property, plant and equipment	2	2,579	19,982
Current Assets			
Inventories	4	31,446	29,081
Trade and other receivables	3	45,096	4,003
Cash and cash equivalents	5	152,726	413,566
		229,268	**446,650**
Total Assets		**231,847**	**466,632**
Equity and Liabilities			
Reserves			
Retained income/surplus		204,943	354,590
Liabilities			
Current Liabilities			
Trade and other payables	6	26,904	112,042
Total Equity and Liabilities		**231,847**	**466,632**

Franschhoek SPCA

(Registration number: 930012659)
Financial Statements for the year ended 31 March 2021

Statement of Comprehensive Income

	Note(s)	2021 R	2020 R
Revenue			
Bequests		1,531	585,130
Clinic income		61,928	40,681
Donations		323,843	233,924
Food sales		137,868	152,642
Fundraising - Boules event and other		29,694	118,848
Fundraising - Golf day		68,850	94,776
Municipal grant		187,484	172,000
Income from Trusts		-	-
Pound income		-	-
Subscriptions		-	-
		811,198	**1,398,001**
Other income			
Interest received		7,538	12,122
Operating expenses			
Accounting fees		20,850	14,918
Advertising		6,701	-
Animal cremation		11,562	15,301
Animal food costs		229,192	207,201
Auditors remuneration	7	14,888	14,178
Bank charges		6,441	5,716
Computer expenses		4,800	4,243
Consumables		15,957	-
Depreciation, amortisation and impairments		17,403	32,617
Hire of stall - Bastille		-	1,208
Insurance		12,094	10,546
Kenneling expenses		-	23,840
Medicines, sterilisation and inoculations		95,518	359,113
Motor vehicle expenses		31,969	47,803
Municipal expenses		19,388	18,578
NSPCA bequest		58,513	1,171
NSPCA subscription		-	20,543
Printing and stationery		3,325	2,669
Repairs and maintenance - clinic		8,134	3,538
Salaries and wages		386,333	593,558
Staff welfare, uniforms and training		7,032	10,934
Telephone		11,286	15,961
		961,386	**1,403,636**
Operating (loss) profit		**(142,650)**	**6,487**
Finance costs		(6,997)	-
(Shortfall)/Surplus for the year		**(149,647)**	**6,487**

Franschhoek SPCA

(Registration number: 930012659)
Financial Statements for the year ended 31 March 2021

Statement of Changes in Equity

	Retained income/surplus	Total equity
	R	R
Balance at 01 April 2019	348,103	348,103
Profit for the year	6,487	6,487
Balance at 01 April 2020	354,590	354,590
Loss for the year	(149,647)	(149,647)
Balance at 31 March 2021	204,943	204,943

Note(s)

Franschhoek SPCA

(Registration number: 930012659)
Financial Statements for the year ended 31 March 2021

Statement of Cash Flows

	Note(s)	2021 R	2020 R
Cash flows from operating activities			
Cash (used in) generated from operations	8	(261,381)	144,169
Interest income		7,538	12,122
Finance costs		(6,997)	-
Net cash from operating activities		**(260,840)**	**156,291**
Total cash movement for the year		**(260,840)**	**156,291**
Cash at the beginning of the year		413,566	257,275
Total cash at end of the year	5	**152,726**	**413,566**

Franschhoek SPCA

(Registration number: 930012659)
Financial Statements for the year ended 31 March 2021

Accounting Policies

1. Basis of preparation and summary of significant accounting policies

The financial statements have been prepared on a going concern basis in accordance with the accounting policies as set out below. The financial statements have been prepared on the historical cost basis. They are presented in South African Rands.

The financial statements have been prepared on a going concern basis in accordance with the basis of accounting as set out in Note 1 to the financial statements, and the Non-Profit Organisations Act of 1997. The financial statements have been prepared on the historical cost basis, and incorporate the principal accounting policies set out below. They are presented in South African Rands.

The financial statements have been prepared on a going concern basis in accordance with the accounting policies as set out below. The financial statements have been prepared on the historical cost basis. They are presented in South African Rands.

These accounting policies are consistent with the previous period.

1.1 Property, plant and equipment

Property, plant and equipment are tangible assets which the close corporation holds for its own use or for rental to others and which are expected to be used for more than one period.

Property, plant and equipment is initially measured at cost.

Cost includes costs incurred initially to acquire or construct an item of property, plant and equipment and costs incurred subsequently to add to, replace part of, or service it. If a replacement cost is recognised in the carrying amount of an item of property, plant and equipment, the carrying amount of the replaced part is derecognised.

Expenditure incurred subsequently for major services, additions to or replacements of parts of property, plant and equipment are capitalised if it is probable that future economic benefits associated with the expenditure will flow to the close corporation and the cost can be measured reliably. Day to day servicing costs are included in profit or loss in the period in which they are incurred.

Property, plant and equipment is subsequently stated at cost less accumulated depreciation and any accumulated impairment losses, except for land which is stated at cost less any accumulated impairment losses.

Depreciation of an asset commences when the asset is available for use as intended by management. Depreciation is charged to write off the asset's carrying amount over its estimated useful life to its estimated residual value, using a method that best reflects the pattern in which the asset's economic benefits are consumed by the close corporation.

The useful lives of items of property, plant and equipment have been assessed as follows:

Item	Depreciation method	Average useful life
Buildings and fencing	Straight line	10 years
Clinic container and contents	Straight line	5 years
Motor vehicles	Straight line	4 years
Office equipment	Straight line	6 years

When indicators are present that the useful lives and residual values of items of property, plant and equipment have changed since the most recent annual reporting date, they are reassessed. Any changes are accounted for prospectively as a change in accounting estimate.

Franschhoek SPCA

(Registration number: 930012659)
Financial Statements for the year ended 31 March 2021

Notes to the Financial Statements

	2021 R	2020 R
5. Cash and cash equivalents		
Cash and cash equivalents consist of:		
Cash on hand	685	550
Bank balances	46,674	15,396
Short-term deposits	105,367	397,620
	152,726	**413,566**
6. Trade and other payables		
Trade payables	26,904	112,042
7. Auditor's remuneration		
Fees	29,776	28,356
Donation to society	(14,888)	(14,178)
	14,888	**14,178**
8. Cash (used in) generated from operations		
Surplus before taxation	(149,647)	6,487
Adjustments for:		
Depreciation and amortisation	17,405	32,617
Interest received	(7,538)	(12,122)
Finance costs	6,997	-
Changes in working capital:		
Inventories	(2,365)	6,146
Trade and other receivables	(41,100)	(1,001)
Trade and other payables	(85,133)	112,042
	(261,381)	**144,169**

Franschhoek SPCA

(Registration number: 930012659)
Financial Statements for the year ended 31 March 2021

Notes to the Financial Statements

	2021 R	2020 R

2. Property, plant and equipment

	2021			2020		
	Cost or revaluation	Accumulated depreciation	Carrying value	Cost or revaluation	Accumulated depreciation	Carrying value
Buildings and fences	326,168	(326,167)	1	326,168	(308,764)	17,404
Clinic container and contents	32,266	(29,690)	2,576	32,266	(29,690)	2,576
Motor vehicles	183,000	(182,999)	1	183,000	(182,999)	1
Office equipment	1	-	1	14,918	(14,917)	1
Total	**541,435**	**(538,856)**	**2,579**	**556,352**	**(536,370)**	**19,982**

Reconciliation of property, plant and equipment - 2021

	Opening balance	Depreciation	Closing balance
Buildings and fences	17,404	(17,403)	1
Clinic container and contents	2,576	-	2,576
Motor vehicles	1	-	1
Office equipment	1	-	1
	19,982	**(17,403)**	**2,579**

Reconciliation of property, plant and equipment - 2020

	Opening balance	Depreciation	Closing balance
Buildings and fences	50,021	(32,617)	17,404
Clinic container and contents	2,576	-	2,576
Motor vehicles	1	-	1
Office equipment	1	-	1
	52,599	**(32,617)**	**19,982**

3. Trade and other receivables

Auction - Golf Day	45,096	-
Staff loans	-	4,003
	45,096	**4,003**

4. Inventories

Medicine, food and other supplies	31,446	29,081

Accounting Policies

1.1 Property, plant and equipment (continued)

Impairment tests are performed on property, plant and equipment when there is an indicator that they may be impaired. When the carrying amount of an item of property, plant and equipment is assessed to be higher than the estimated recoverable amount, an impairment loss is recognised immediately in profit or loss to bring the carrying amount in line with the recoverable amount.

An item of property, plant and equipment is derecognised upon disposal or when no future economic benefits are expected from its continued use or disposal. Any gain or loss arising from the derecognition of an item of property, plant and equipment, determined as the difference between the net disposal proceeds, if any, and the carrying amount of the item, is included in profit or loss when the item is derecognised.

1.2 Tax

Tax expenses

Tax expense is recognised in the same component of total comprehensive income or equity as the transaction or other event that resulted in the tax expense.

1.3 Employee benefits

Short-term employee benefits

The cost of short-term employee benefits, (those payable within 12 months after the service is rendered, such as leave pay and sick leave, bonuses, and non-monetary benefits such as medical care), are recognised in the period in which the service is rendered and are not discounted.

1.4 Government grants

Grants that do not impose specified future performance conditions are recognised in income when the grant proceeds are receivable.

Grants that impose specified future performance conditions are recognised in income only when the performance conditions are met.

Grants received before the revenue recognition criteria are satisfied are recognised as a liability.

Grants are measured at the fair value of the asset received or receivable.

1.5 Revenue

Revenue is recognised to the extent that the close corporation has transferred the significant risks and rewards of ownership of goods to the buyer, or has rendered services under an agreement provided the amount of revenue can be measured reliably and it is probable that economic benefits associated with the transaction will flow to the close corporation. Revenue is measured at the fair value of the consideration received or receivable, excluding sales taxes and discounts.

Interest is recognised, in profit or loss, using the effective interest rate method.

SARS

INCOME TAX

IT 150

Notification of registration

Enquiries should be addressed to SARS:
Branch - TAX EXEMPTION UNIT
Pro Equity Court, 1250 Pretorius Street, Hatfield, 0083
PO Box 11955, Hatfield, 0028
Tel 012 - 422 6500 Fax 012 - 4226830

SPCA FRANCHHOEK
PO BOX 192
FRANSCHOEK
7690

01/06/16

Always quote this reference number in correspondence with this office or during interviews.

Reference number : 9198/996/15/0

Date : 2005-05-16

The Income Tax Reference number allocated to this Company/Close Corporation and the name of the office where the Company/Close Corporation is registered as a taxpayer is shown above.

For ease of reference, your registered particulars are printed below. Please notify this office immediately in writing in case of incorrect or changed bank particulars.

Registered name : SPCA FRANCHHOEK

Trade name :

Postal address : PO BOX 192
FRANSCHOEK

Postal code : 7690
Registered address :

Postal code :
Magistrate district : VIP HEAD OFFICE
Co/CC number :
Other number :
Registration date : 2005-02-01
Nature of business :

Turnover :
Language : ENGLISH
Regional Service Council nr.:

Member/Shareholders/Directors detail
Initial(s) and surname : <NONE>

Income Tax number :
Identity number :

Partners details
Initial(s) and surname : <NONE>

Income Tax number :
Identity number :

SARS

Tax details
Current financial year-end :02
Year of liability :2005
Application date :2005-05-13
Estimated taxable income :

Bank details
Name of bank and branch :
Account holder :

Type of account :
Bank branch number :
Account number :

According to the validation tests applied by the computer, the bank particulars are invalid/incorrect/ incomplete. Please verify and/or confirm the particulars with the bank and notify the Receiver of Revenue of the correct particulars. Please note that, invalid/incorrect/incomplete particulars cannot be updated in your computer record at the office of the Receiver of Revenue. Should you later qualify for a refund it cannot take place through the electronic bank transferal system, but per cheque. The latter is a drawn out process and the possibility of fraud cannot be precluded.

Requirement to appoint a representative
Every Company/Close Corporation which conducts business or has an office in the Republic must, within one month from the commencement of business operations or acquisition of an office, for the purposes of section 101 of the Income Tax Act, appoint a representative as the Public Officer of the Company/Close Corporation. The name of the representative and his/her position in the Company/Close Corporation must be furnished to the Receiver of Revenue of the district in which the Company/Close Corporation has its registered office, for approval. The representative must be a responsible officer of the Company/Close Corporation (for example *director, manager, senior member,* secretary, etc.) and such office must constantly be kept filled by the Company/Close Corporation.

Requirement to appoint a place at which notices or other documents can be served or delivered
In terms of section 101 of the Income Tax Act, every Company/Close Corporation must, within one month from the commencement of business operations or acquisition of an office, appoint a place in the Republic to be approved by the Receiver of Revenue, at which any notices or instruments under this Act, affecting the Company/Close Corporation may be served or delivered. (A post box number is not an adequate address.)

If a change of Public Officer or place for service or delivery of notices occurs, this office must be notified within 14 days of such change(s).

Requirements in respect of any prospectus registered with the registrar of companies
In terms of section 70(5) of the Income Tax Act, every Company/Close Corporation must, file with the Receiver of Revenue a copy of any prospectus proposed to be issued by it, within 30 days of registration by SACRC.

Thank you for complying with the requirements of section 101 of the Income Tax Act.

Requirements in respect of PAYE
A person who becomes an employer must, in terms of paragraph 15(1) of the Fourth Schedule to the Income Tax Act, apply for registration as such within 14 days after becoming an employer. Form IRP102 is obtainable from the Receiver of Revenue, for this purpose.

Requirements in respect of Stamp duty
Stamp duty in terms of section 23 of the Stamp Duties Act, and Item 15 of Schedule 1 thereto is payable in respect of the original issue and subsequent transfers of marketable securities.

Requirements in respect of Regional Services Council/Joint Services Board levies
Any person who conducts an enterprise within a region and who has employees in his/her service must, for Regional Services Council/Joint Services Boards purposes, register with the council/board concerned, where the enterprise is conducted or where the employees render their services.



Franschhoek SPCA
Financial statements
for the year ended 31 March 2021

BUDGET

Franschhoek SPCA

April 2022 to Mar 2023

*Includes Estimated Figures

Revenue	Rand Pre Audit 2021/22*	Rand Budget 2022/23
Clinic medicines and food	174 013	182 713
Membership	5 575	5 854
Donations and Fund Raising	257 681	270 566
Municipal Grant	193 109	689 900
Interest received	3 315	3 481
Total	**633 693**	**1 152 514**
Cost Of Sales	**167 931**	**176 328**

Operating Expenses	Rand	2021/2022 Grant Allocation Rand	Rand	2022/2023 Grant Request Rand
Administration	19 640		21 604	
Animal Euthanasia & Cremation	13 077	13 077	14 384	15 000
Free Animal Food	8 031	8 031	8 834	10 000
Free Medication	44 518	44 518	48 970	50 000
Auditor's renumeration	31 266		34 393	
Bank Charges	4 944		5 438	
Depreciation	32 617		35 879	
Employee Costs	224 971	17 424	247 468	24 000
Insurance	12 961		14 257	
Municipal Services	12 497		13 746	
Motor Vehicle Expenses	53 190	49 532	58 509	60 000
Printing and stationery	3 333		3 666	
Maintenance and Facility Upgrade	14 492	836	15 941	55 000
Security	1 270		1 397	-
Sterilisation	55 527	55 527	61 080	65 000
Sundry Office Expenses	5 400		5 940	
Telephone and Post Box	9 703		10 674	
Money to National	153		168	
Kennelling Expenses	-		-	
Training (Community Outreach)	4 164	4 164	4 580	5 000
Total	**551 754**	**193 109**	**606 929**	**284 000**
Operating "profit"	**-85 992**		**369 256**	

Less Capital Expenditure in Municipal Grant: (See Below) 405 900

Actual Operating Profit: -36 644

Justification of Municipal Funding Support

We will go through certain points above to give a clearer picture of where we stand today and justify our funding request. Again we would like to point out that the area Franschhoek SPCA covers is considerable and the new housing developments are meaning an increase in the number of animals in the area and therefore an increase in the work we do. Although we are coming to the end of COVID restrictions it will still be a considerable time before things return to normal. Many people in our area have either lost jobs or are only working part time and this has meant a continued request for support. In addition COVID has brought new challenges such as Plastic Cities, as communities try to earn money through recycling.

Application of Municipal Funding Support

General Expenses

Essential Clinic Equipment:	
Catching Pole	4 500
Freezer for Dead Animal Carcasses	5 500
Cat Trap x 2	2 200
Stun Gun	4 000
Kennel Repair	2 000
Cat Travelling Boxes x 4	2 000
Steel Tables for Sterilization Days x4	4 400
Medicine Cabinet	1 300
Bolt Cutter	1 000
Tool Kit	2 000
Extension Leads for Outside Sterilizations x2	1 000
Cooler Box for Medicines in the Community	1 000
Built in Safe for Euthanise and Cash on Hand	1 000
Muzzles x 10	2 000
Loud Hailer	1 800
Microchip Scanners for Stray Dogs x2	4 200
	39 900

Capital Expenses

Motor Vehicle Expenses	305 000
Maintenance and Facility Upgrade Including:	55 000
Guttering and Downpipes	
Replacing Clinic Floor	
Painting the Clinic and Office	
Internal Security System	
Computer and Software	6 000
Total:	405 900
Total Applied For:	689 900

Donations and Fund Raising: The Municiple Grant has become almost a thrid of the income we have. We are slowly increasing fundraisers but people do not have the disposable income they once had. Fundraising is still challenging and means the Grant is vital to the work we do. Please consider our request carefully.

Animal Euthanasia & Cremation: This is an essential if unpleasant part of the SPCA's work. Sometimes only cremation is required if an animal dies of natural causes, disease or is hit by a vehicle. It is obvious that this in necessary in order to keep community safe from disease and ensure that unwanted pets are euthanised humanely. Obviously during this time of hardship there has been an increase in requests to euthanise animals and the parvo outbreak has led to increased cremations. Apart from the costs involved with the euthanasia and cremations you will see that there also some essential equipment that we are requesting funds for such as the freezer that the carcasses are kept in until collected for cremation and a built in safe that will be used to keep the euthanise drug and other dangerous drug in.

Free Animal Food: The welfare of animals is always our priority and occasionally we would distribute free dog and cat food to assist owners. Again due to COVID we have seen many reliable pet owners fall on hard times and as such we have needed to give more food away. We do not see this changing in the near future.

Free Medication: As mentioned above the hardships placed on our local communities mean that we are receiving more requests for help. When it comes to medication it is not only the wellbeing of the animal that is at stake but also the community as some diseases can also affect humans.

Employee Costs: You will see that our employee costs actually decreased. This was due to a stop in overtime payments, staff taking salary cuts and finally our General Manager resigning as they could see their position was no longer tenable under current funding conditions. Too date the staff are still on an overtime block and have not received a pay rise. The amount requested would enable us to pay overtime and/or give a 7% pay rise. (This has increased as no increases or overtime was paid last year.) The work the staff do is essential in our community and we believe they should be rewarded as such. They are the animal communities Front Line Workers.

Motor Vehicle Expenses: Our bakkie was bought second hand in 2013 and is now at a stage where the maintenance is becoming very expensive. We have been fortunate that local businesses have donated their labour but we cannot rely on this. We are therefore requesting funding for a new bakkie. I would like to remind you that due to COVID19 we had to restrict our clinic site operations and basically become a mobile clinic. You will also see under the specialised equipment requested items such as cool boxes for keeping medicines cold when doing these patrols.

Maintenance and Facility Upgrade: Our facility was built in 2008 with a further building being added using Lotto Funding in 2010. Both of these buildings are in dire need of repair. A list work needed to be carried out is given under our funding request. This includes an upgrade of our electric fence that also links into security below.

Security: It is unfortunate that when times get hard crime increases. Our clinic is in a high risk area for crime and although we keep a minimum amount of cash on hand there are drugs in the clinic that people my assume are worth stealing. We have managed to upgrade the electric fence but would like to install an alarm system that is monitored by one of the local security companies. We have included the installation cost in the Facility upgrade costs, the amount in the budget is for the monthly monitoring.

Sterilisation: This is the primary way to control the number of unwanted animals in our community. Due to COVID19 we could not carry out as many sterilization days are we would normally have done for this reason we are still "playing catchup" as we would like to not only do the number of sterilisations we plan for the year but also increase this number to make up for the ones we could not do over the last 2 years. We have already held our first sterilisation day for this financial year and hope we can do many more.

Training (Community Outreach): We are pleased to annouce the relauch of our Junior SPCA and we hope to continue to grow this in the

CONSTITUTION

1 NAME AND AREA OF OPERATION

1.1 The name of the Society shall be

Franschhoek SPCA

1.2 Appeals for the purpose of fundraising activities are prescribed by the Non Profit Organisations Act of 1997 may be made to the public by any means thought fit in the following areas:

Franschhoek, Groendal, Wemmershoek, Groot Drakenstein, Bosbou, Pniel, Sawmill, Lanquedoc, Kylemore

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1.3 The area in which the Society shall carry out its objects shall be:

Within the areas of Wards 1, 2, 3, 4 of the Stellenbosch Municipality: Franschhoek, Groendal, Wemmershoek, Groot Drakenstein, Bosbou, Pniel, Sawmill, Lanquedoc, Kylemore - In addition Franschhoek SPCA shall offer assistance to neighbouring Societies as deemed appropriate by the Committee and Staff.

2 OBJECTS

The objects of the Society shall be:

2.1 To prevent cruelty and the ill treatment of animals by promoting their good treatment by man;

2.2 To prevent wanton and improper treatment of animals;

2.3 To encourage kindness and consideration towards animals, including the establishment and promotion of Junior Movements;

2.4 To maintain and protect animal and bird life in their natural habitats;

2.5 To educate the entire community with regard to the humane treatment and compassion toward animals;

2.6 To encourage and promote membership of the Society;

15 DEC 2020

2.7 The sole or principal object of the Society is to carry on the public benefit contemplated in paragraph 4(b) in Part II of the Ninth Schedule to the Act, in a non-profit manner and with an altruistic or philanthropic intent.

3 POWERS OF SOCIETY

The Society is empowered generally to transact any business and conduct such affairs as are necessary for the proper fulfilment of its objects as laid down in clause 2 and in particular, inter alia:

3.1 To acquire funds for the purpose of the Society by means of subscriptions, by accepting donations, grants and bequests; and by lawful means and in accordance with the aims and objectives of the Society;

3.2 To utilise its funds or any part thereof in any manner which may be necessary or expedient for the proper conduct of the functions of the Society;

3.3 To do everything necessary for the proper and businesslike control and conduct of the affairs of the Society;

3.4 To do all things which may be necessary or expedient for the purpose of giving effect to this constitution or any part thereof or the regulations or rules thereunder;

3.5 To implement all or any of the aforegoing objects by any lawful means which is/are registered in terms of the Non Profit Organisations Act of 1997;

3.6 To make provision for the organisation to be a body corporate and have an identity and existence distinct from its members or office-bearers;

3.7 The Society is prohibited from directly or indirectly distributing any of its funds to any person, otherwise than in the course of undertaking any public benefit activity, and is required to utilise its funds solely for the objectives for which it has been established. If the organisation has funds that can be invested, the funds may only be invested with registered financial institutions. These institutions are explained in Section 1 of the Financial Institutions (Investment of Funds) Act, 1984. Or the organisation can obtain securities that are listed on a licensed stock exchange as set out in the Stock Exchange Control Act, 1985. Organisations can seek advice from licensed Financial Institutions on the best way to look after their funds.

3.8 No activity will directly or indirectly promote the economic self-interest of any fiduciary or employee of the Society otherwise than by way of reasonable remuneration.

3.9 At least three persons who accept fiduciary responsibility for the Society will not be connected persons in relation to each other, and no single person will directly or indirectly control the decision making powers relating to such Society.

3.10 No donation will be accepted which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of section 16A: Provided that a donor (other than a donor which is an approved public benefit organisation or an institution, board or body which is exempt from tax in terms of section 10(1)(cA)(i), which has as its sole or principal object the carrying on of any public benefit activity) may not impose any conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation.

4 MEMBERSHIP

4.1 Membership shall be open to all persons provided that by simple majority, the Management Committee may, at its discretion, refuse membership to any person whose membership it considers undesirable; provided that should any application be refused, a copy of the application shall be submitted to the NSPCA, endorsed with the reason for the refusal and such applicant shall be advised by the Society that they have the right to appeal in writing to the NSPCA whose decision will be final.

4.2 The following shall be the classes of Membership:

(a) **Ordinary Members:**
ie. Persons who subscribe the annual amount fixed from time to time by the Management Committee.

The Management Committee shall have sole and absolute discretion, in deserving cases, such as persons who are physically challenged or persons in disadvantaged situations (but not limited to these categories), to provide free membership with full or limited benefits on the basis of individual merit.

(b) **Junior Members:**
ie. Persons under the age of eighteen years who subscribe the annual amount fixed from time to time by the Management Committee.

(c) **Life Members:**
ie. Persons who subscribe a single sum of money fixed from time to time by a General Meeting of the Society.

(d) **Honorary Life Members:**
ie. Persons appointed by the Management Committee for services to the Society or to animals, which, in the opinion of the Management Committee, merit such recognition.

Such members shall not be required to pay any subscription.

(e) **Corporate Members:**
ie. Companies, firms, or other bodies which subscribe an annual amount to be determined in a general meeting.

Such members shall be entitled to nominate in writing a person to represent them, and such person shall whilst he remains a nominee, be subject to the same conditions, and entitled to the same rights and privileges as any ordinary member.

4.3 All subscriptions shall become due on 1 April in any year, and shall be regarded as being in arrear if they are not paid within three months of that date. The membership list shall be closed seven (7) days prior to the Annual General Meeting, and shall be re-opened after the Annual General Meeting.

4.4 All classes of natural members, except junior members, shall be entitled to attend, speak and vote at general meetings of the Society, and shall be eligible for election as officers or members of the Management Committee, provided that they are in good standing with the Society, are not under suspension in terms of (4.8) below, and subject to the provisions of (4.5) below and (4.6) below.

4.5 Paid employees of the Society, their relatives by blood or marriage (whether civil, customary or religious) or persons with whom they are in a same-sex or heterosexual relationship, shall be eligible for membership of a Society. They shall be entitled to speak at meetings, but shall not be entitled to vote, or be eligible for appointment as trustees, directors, officers or members of the Management Committee; provided that the term 'paid employees' shall not be regarded as referring to persons to whom the Management Committee may vote periodic and modest honoraria (as reimbursement for direct costs incurred).
{Board Notice 190 – 15 Dec 2016}

4.6 No member of the governing body or staff of a Society shall be a member, agent, employee, official or representative of another animal welfare organisation, body or committee, interim, temporary or otherwise, or an organisation, body or committee, interim, temporary or otherwise, whose principles, aims, objectives, or general policy do not accord with those of the NSPCA and/or which has a function which may affect or have an impact upon the welfare of animals, unless previously approved in writing by the Board, which approval shall not be unreasonably withheld.

4.7 No member of Management Committee shall have a direct interest in, or benefit from any contract which the management may conclude. This includes being engaged to provide services to the Society for which the member is compensated.

4.8 The Management Committee may expel or suspend any member who has, in its opinion, been guilty of conduct prejudicial to the objects, interests or reputation of the Society. Taking into account the andi alteram partem principle in Common Law, such person must be advised of such intended expulsion or suspension, and must be granted a hearing from the Management Committee, to draw attention to such facts as he may deem relevant to his position. If the Management Committee adheres to its decision thereafter, the matter shall be placed on the Agenda of the next general meeting of the Society, pending which the expulsion or suspension shall remain effective, and the member concerned is debarred from alleging any prejudice in regard thereto.

4.9 Should there be any domestic dispute or disagreement within the Society which cannot be reconciled by the Management Committee then a minimum of 3 members may request that the matter shall be submitted to the NSPCA for arbitration. The decision of the National Council shall be binding.

4.10 The liability of members is limited to the arrear in respect of their subscriptions and any other amounts which they may owe to the Society. "In good standing" shall mean that all subscriptions and any other monies due to the Society arising out of services/goods provided directly to the member by the SPCA, shall have been paid and that the persons are not in dispute with the Society in this regard. It shall be a requirement that proof of any sums owed by any member be available at any General Meeting and the member be afforded the opportunity to furnish proof of payment at the meeting.

4.11 A member may resign by giving written notice to the Secretary and shall be deemed to have resigned if his annual subscription is more than twelve months in arrear; provided that such resignation and any expulsion or suspension in terms of this Constitution shall not absolve the member concerned from any liability in respect of any arrear subscription, or any current subscription or other amount which is, or may become, due to the Society up to the next year end following the date of such resignation, expulsion or suspension; and

4.12 It is a condition of membership that members are deemed to be aware of and to be bound to this Constitution, the Rules of the NSPCA and any amendments thereto.

4.13 No more than 2 members of a family nor their relations by blood or marriage whether civil or religious, or the person with whom they have entered a customary union, or with whom they are living in a same-sex or heterosexual relationship, shall be permitted to serve at the same time on the Management Committee of a Society unless previously approved in writing by the Board, which approval shall not be unnecessarily withheld.

4.14 No member of the Management Committee may be in the employ of another member of the Management Committee. This would include any member being in any subservient position in the same business as another member of the Management Committee.

5 ANNUAL GENERAL MEETING

5.1 The annual general meeting of members shall be called by the Management Committee within four months after the end of the financial year. At least twenty one (21) clear days which include Saturdays and Sundays, notice shall be given by way of advertisement in not less than one issue of a newspaper circulating in the Society's area of operations. Alternatively, at least fourteen (14) clear days which includes Saturdays and Sundays, notice in writing shall be sent by email, facsimile, telefax or post to all members entitled to attend and vote, but the non-receipt of such notice shall not invalidate the proceedings at the meeting. The meeting shall be held at a public venue which shall include SPCA premises.

The Management Committee shall also give notice of its Annual General Meeting by circulating to the NSPCA the aforementioned notice of meeting as and when circulated to members, or copy of notice as it appears in the newspaper.

5.2 The business to be transacted at such meeting shall include inter alia:

(a) to adopt the minutes of the previous annual general meeting;

(b) to receive and consider the annual report by the Management Committee on the affairs of the Society, together with a duly audited balance sheet and income and expenditure account for the preceding year;

(c) to elect the members of the Management Committee;

(d) to deal with any relevant business within the competence of the meeting; and

(e) to appoint an auditor in compliance with the requirements of the Non Profit Organisations Act of 1997. The auditors may not be a member of the Management Committee.

5.3 Societies are to have the current membership list available at any AGM or Special General Meeting for perusal and confirmation that only paid-up members are voting. Furthermore the attendance register for the Annual General Meeting should be forwarded to the NSPCA, noting the date of payment of each member present at the meeting.

6 SPECIAL GENERAL MEETING

6.1 A special general meeting may be called by the Management Committee at any time.

6.2 The Management Committee shall call a special general meeting on receipt of such a request signed by at least 15 (fifteen) members or 25 percent of the membership (whichever is the lesser) and such request must specify the object for which the meeting is desired.

6.3 The notice calling a special general meeting must state the object for which the meeting is called and no other business may be transacted at that meeting. For any special general meeting at least 21 (twenty one) days notice shall be given in the manner prescribed for an annual general meeting.

7 QUORUM

7.1 At any general meeting 15 members or 25% of the membership, whichever is the lesser, shall be a quorum. If within half an hour after the time appointed for the meeting a quorum is not present, the members present may by majority decision agree to proceed with the meeting or stand adjourned in order to call a new meeting. This should be reflected in the minutes accordingly.

8 VOTING

8.1 Each member entitled to attend and vote at the meeting shall have 1 (one) vote.

8.2 At any general meeting voting shall be decided on a show of hands unless a poll be requested, when it shall be taken in such manner and at such time as determined by the Chairman, or the person presiding at the meeting. Only members enrolled 3 months prior to a meeting and in good standing shall be entitled to vote.

8.3 When any ballot is necessary two scrutineers shall be elected by the members present to oversee the voting and count the votes.

8.4 No member shall be entitled to a vote by proxy.

8.5 Any member in arrears with any payment (referred to in 4.10) due to the Society shall be disqualified from voting.

8.6 Save where otherwise provided, all decisions shall require a simple majority vote. In the event of an equality of votes the Chairman, or in his absence the person presiding at the meeting shall have a casting vote in addition to his deliberative vote.

9 MANAGEMENT

The control of the affairs of the Society and of all matters relating thereto shall vest in a Management Committee which shall consist of:

9.1 Not less than 5 (five) and not more than ten (10) members who shall be elected at the annual general meeting;

9.2 Persons wishing to make themselves available for election to the Management Committee must submit their names in writing to the Secretary, to arrive no later than 7 (seven) clear days before the date set for the Annual General Meeting. Each submission must be accompanied by a one page curriculum vitae/motivation

which shall be made available for the members to read at the annual general meeting.

9.3 Any member in good standing and not engaged in any activity contrary to the Statement of Policy shall be eligible for election to the Management Committee if proposed and seconded by persons who have been members for a minimum of twelve (12) months.

9.4 The quorum for any meeting of the Management Committee shall be 60%. The names of all persons present at meetings of the Management Committee shall be recorded in the minutes.

9.5 At each Annual General Meeting all members who have completed 2 (two) years in office shall retire. Retiring members shall be eligible for re-election should they so desire.

9.6 The Management Committee shall meet at least ten (10) times during each calendar year on specified dates at intervals of not more than three months, to be fixed by the Management Committee. Minutes shall be taken at every meeting to record the Management Committee's decisions. The minutes of each meeting shall be given to Management Committee members two weeks before the next meeting.

9.7 Any elected member of the Management Committee who without satisfactory reason is absent from three consecutive meetings of the Committee, shall ipso facto cease to be a member thereof. Leave of absence may be granted on request to any member thereof by the Management Committee for a period not exceeding three months.

9.8 The Management Committee may by co-option fill any casual vacancy among those of its members holding office in terms of the above and any such coopted member shall retire from office at the next general meeting but shall be eligible for re-election.

9.9 Every year, as soon as practicable after election, the Management Committee shall from among themselves select a Chairman, Vice-Chairman, Treasurer and Secretary. All office bearers shall hold office until the next Annual General Meeting unless removed by a two thirds majority of those voting at a meeting of the Management Committee.

9.10 If at any meeting the Chairman or Vice-Chairman are not present at the time of holding the meeting the members of the Management Committee present shall elect one of their number to act as Chairman for the duration of such meeting.

9.11 The Secretary shall give to each member of the Management Committee not less than seven days notice in writing of all ordinary meetings of the Management Committee. These meetings shall be held at a public/neutral venue.

9.12 The Management Committee shall be empowered to appoint such sub-

committees as it may consider necessary for the effective carrying out of its functions and may determine the powers and duties of such sub-committees.

9.13 The Management Committee or any sub-committee appointed by it may meet and adjourn as thought proper. Questions arising at any Management Committee meeting shall be determined by a majority of the votes of the members present and in the case of an equality of votes, the Chairman shall have a second or casting vote.

9.14 The office of the Chairman may not be held by the same person for more than four (4) consecutive years, unless approved in writing by the NSPCA Board following written application for an extension.

9.15 All committee members elected or co-opted onto a committee of a Society must sign the Code of Conduct for committee members to be found in the Operations Manual. This includes members of any sub-committees and volunteers engaged at a Society or representing a Society.

9.16 Managerial Staff may attend meetings at the discretion of the Management Committee for the purpose of reporting on the activities of the SPCA. Any staff members attending meetings of the Management Committee are required to sign, and be bound by, the Code of Conduct for Members of the Management Committee. Staff members will be required to absent a meeting upon a motion from two members. This would exclude Chief Executive Officers appointed to the Board of the Society.

10 POWERS OF THE COMMITTEE

The Management Committee has the following powers:

10.1 to appoint and at its discretion remove or suspend such attorneys, agents, secretaries, officers, clerks and servants as it may consider expedient and determine their duties and fix and vary their salaries and emoluments and honoraria (if any) and require security in such instances and to such amounts as thought fit;

10.2 to institute, conduct, defend, or abandon any legal proceedings by and against the Society or its officers or otherwise concerning the affairs of the Society, and to also allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Society;

10.3 to invest and deal with any monies of the Society upon such securities and on such terms as it may think fit and from time to time vary or realise such investments;

10.4 to acquire by purchase, donation, lease, exchange or by other means any immovable property calculated to benefit and to advance the Society's objects, and construct or cause to be constructed any building or structures for use in the attainment of the objects of the Society or for any purpose incidental thereto, and sell or otherwise dispose of any such property;

10.5 to borrow money for use in the furtherance of its objects, mortgage any property owned by the Society and perform any such acts as may be necessary to give effective security for the repayment of such loans;

10.6 to open one or more banking accounts in the name of the Society and operate upon the same and draw, endorse, make or execute bills of exchange, cheques, use internet banking and other negotiable instruments connected with the business of the Society, provided that such bills of exchange, cheques and other negotiable instruments shall be signed by not less than two persons duly authorised thereto by the Management Committee, one of whom shall at all times be a member of the Management Committee;

10.7 to make, alter or rescind regulations and rules for the efficient control of the Society, its members, branches and employees, provided that rules, alterations thereto and recessions thereof so made shall not be in conflict with this Constitution or the SPCA Act and Rules;

10.8 to determine the remuneration of auditors;

10.9 to carry out and give effect to all resolutions of the members in general meeting and, where no special direction is given as to the manner in which any resolution is to be carried out, carry it out in such manner and form as the Management Committee may in its discretion think fit; and

10.10 to do all such other acts as may be necessary or desirable in the attainment of the objects of the Society.

11 BOOKS, ACCOUNTS AND RECORDS

11.1 A register of members reflecting the full name, ID number, type of membership, date of joining and date of renewals, shall be kept in such form as determined by the Management Committee provided that it complies with any relevant regulations.

11.2 The Management Committee shall cause proper books to be kept in which a true and satisfactory account of all transactions shall be recorded.

11.3 A receipt shall be given for all monies received and they shall be deposited to the credit of the Society in a banking account.

11.4 The auditor appointed at the annual general meeting shall have access at all times to the books and accounts of the Society and shall certify the financial statement based thereon.

11.5 In all respects accounting records shall comply with the relevant provisions of the Non Profit Organisations Act of 1997 and the SPCA Act 169 of 1993.

11.6 The Management Committee shall ensure that the audited Financial Statements are submitted to the NSPCA by no later than the last day of July each year.

11.7 The Management Committee shall cause proper records to be kept of all activities as required by the NSPCA, and cause such records to be submitted to the NSPCA by no later than the last day of July each year or on any other day as specified by the said body in accordance with their required format.

11.8 In the event that a member of the Management Committee of any SPCA is removed or replaced in terms of Section 11 of the Societies for the Prevention of Cruelty to Animals Act No 169 of 1993, then the Board shall also simultaneously be authorised to remove and replace the individual/s as signatories on any banking account or investment of any kind, which is held with any institution in the name of the Society. **{Board Notice 190 – 15 Dec 2016}**

12 LEGAL PROCEEDINGS

All legal proceedings instituted by or brought against the Society shall be in the name of the Chairman for the time being of the Society and the domicilium citandi et executandi of the Society shall be the address of the Society as registered in terms of the Non Profit Organisations Act of 1997.

13 ADMINISTRATION OF FUNDS

The income and property of the Society from whatever source shall be applied solely towards the promotion of the objects of the Society and no portion shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to members of the Society; provided that nothing herein contained shall prevent the payment in good faith to any officer, servant or member of the Society of remuneration for services actually rendered to the Society; or of expenses actually incurred and disbursed in carrying out the business or attending to the affairs of the Society.

No remuneration will be paid to any employee, office bearer, member or other person which is excessive, having regard to what is generally considered reasonable in the sector in relation to the service rendered and has not and will not economically benefit any person in a manner which is not consistent with its objectives.

At least 85% of such public benefit activity/activities, measured either in cost or time spent, are carried out for the benefit of persons in the Republic.

14 FINANCIAL YEAR

The financial year of the Society shall end on the 31st day of March in each year.

15 WINDING UP OR DISSOLUTION

Following written notice to the NSPCA, the Society may be dissolved if at least twothirds of the members present and voting at a general meeting of members convened for the purpose of considering such matter are in favour of dissolution. Not less than twenty one (21) days' notice shall be given of such meeting and the notice convening shall clearly state that the question of dissolution of the SPCA and disposal of its assets shall be considered. If there is no quorum at such a general meeting, the meeting shall stand adjourned for not less than one (1) week and the members attending such adjourned meeting shall constitute a quorum.

If, upon winding up or dissolution of the Society and after satisfaction of all its debts and liabilities, there remain any assets whatsoever, then such assets shall not be paid to or distributed among the members of the Society but shall be paid or transferred to the NATIONAL COUNCIL OF SPCAs to be used for the welfare of animals where most needed.

The transfer of any assets to the NATIONAL COUNCIL OF SPCAs shall be on condition that the said Council is registered in terms of the Non Profit Organisations Act of 1997, and within the Republic of South Africa, which has been approved in terms of section 30 of the Income Tax Act, 1962, (Act No 58 of 1962).

Failing which, the remaining assets must be transferred to -

(a) Any similar public benefit organisation, which has been approved in terms of section 30 of the Act;

(b) Any institution, board or body which is exempt from the payment of income tax in terms of section 10(1)(cA)(i) of the Act, which has as its sole or principal object the carrying on of any public benefit activity; or

(c) Any department of state or administration in the national or provincial or local sphere of government of the Republic, contemplated in section 10(1)(a) or (b) of the Act.

16 AMENDMENTS TO CONSTITUTION

Amendments must be submitted to the NSPCA for approval in terms of the SPCA Act 169 of 1993. Thereafter it shall be amended either at a special general meeting or at an annual general meeting, provided that the proposed amendments shall be incorporated in the notice of such meeting and agreed by two-thirds of the members present and entitled to vote at such meeting. A copy of all amendments to the constitution must be submitted to the Commissioner for the South African Revenue Service and Non Profit Organisations Act of 1997.

Any amendment to the Model Constitution adopted at a General Meeting of the NATIONAL COUNCIL OF SPCAs shall be placed on the Agenda of the next General Meeting of the Society and adopted as a formality.

Any amendment to the Model Constitution required by any regulatory authority shall be placed on the Agenda of the next General Meeting of the Society and adopted as a formality.

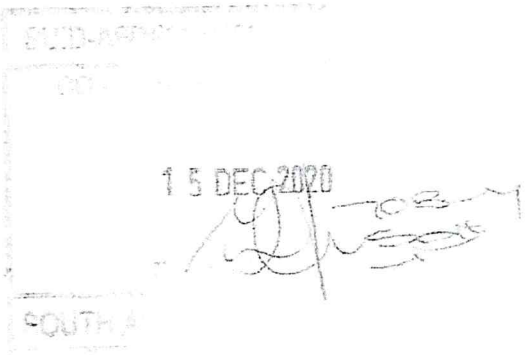
17 **TRADING**

The public benefit organisation will not carry on any business undertaking or trading activity unless specifically permitted in terms of Section 30(3)(b)(iv) of the Income Tax Act.

Authorised and approved at AGM on 20 July 2017

Graeme Comrie.

Graeme Comrie
Chairman



FRANSCHHOEK

Society for the Prevention
of Cruelty to Animals

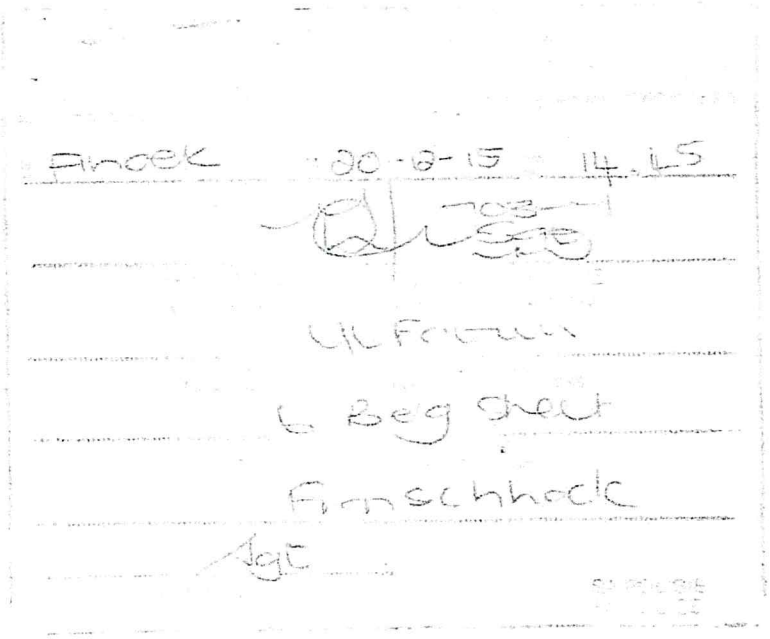
DBV SPCA

Dierebeskermings-
vereniging

Clinic: La Provence Street, Franschhoek North

PO Box 192
Franschhoek 7690
☎ 083 749 7344
e-mail: spcafranschhoek@gmail.com

This is attached and certified as proof of the SPCA Franschhoek postal and physical address.



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

CREDITOR CONTROL FORM / KREDITEUR KONTROLE VORM

COMPANY DETAILS

CREDITOR CONTACT DETAIL / KREDITEUR KONTAK BESONDERHEDE (Supplier / Verskaffer, Organization / Organisasie)	
REGISTERED NAME / GEREGISTREERDE NAAM	Franschhoek SPCA
PHYSICAL STREET ADDRESS / FISIESE STRAAT ADRES:	POSTAL ADDRESS / POS ADRES: (If different to physical address)
STREET NAME: 1A La Provence Street SUBURB: Franschhoek North TOWN: Franschhoek POSTAL CODE:7690	PO BOX 192 TOWN Franschhoek POSTAL CODE:7690
TEL: 021 875 4808	FAX / FAKS: No Fax

PERSON

CREDITOR CONTACT PERSON DETAIL / KREDITEURE KONTAK PERSOON BESONDERHEDE		
NAME AND SURNAME / NAAM EN VAN	Wendy Saffery	
TEL:	FAX / FAKS:	CELL / SEL: 083 743 7625
EMAIL / EPOS: treasurer@spcafhk.co.za		

BANK DETAILS

CREDITOR BANKING DETAIL / KREDITEURE BANK BESONDERHEDE:			
NAME OF BANK / NAAM VAN BANK	Nedbank		
BANK ACCOUNT NAME / BANK REKENING NAAM	Franschhoek SPCA		
BANK ACCOUNT NUMBER / BANK REKENING NOMMER	167 001 9365		Nedbank Limited Reg No. 1951/000009/06 FRANSCHHOEK 11 APR 2022 BANK STAMP BANK STEMPEL T2 16 - 70 - 05
BRANCH NUMBER / TAKKODE:	167 005		
ACCOUNT TYPE / TIPE REKENING	CHEQUE / TJEK	XX	
	SAVING / SPAAR		
	TRANSM		
VAT REGISTERED / BTW GEREGISTREER	YES / JA		VAT / BTW NO:
	NO / NEE	XX	

SIGNATURE / HANDTEKENING: _____

OFFICE USE / KANTOOR GEBRUIK		
	CREDITOR NO / KREDITEUR NO:	
	Create a new creditor / Skep van nuwe Krediteur	
	Changing of creditors details / Verandering op Krediteur inligting	
	Deleting of creditor / Uitwis van Krediteur	
REQUESTED BY: AANGEVRA DEUR:	DATE: DATUM:	DEPARTMENT: DEPARTEMENT
MOTIVATION: MOTIVERING:		

G.P.-S. 021-0123

CERTIFICATE OF REGISTRATION OF NONPROFIT ORGANISATION

In terms of the Nonprofit Organisations Act, 1997, I am satisfied that.....

Franschhoek Society for the Prevention of Cruelty to Animals

(name of the nonprofit organisation)

meets the requirements for registration.

The organisation's name was entered into the register on 21 February 2005

(date)

Registration number

037-649-NPO

Director's signature

Date 21 February 2005

Department of Social Development

Appendix 4:

Stellenbosch Animal Welfare submission

ANIMAL WELFARE SOCIETY OF S.A. STELLENBOSCH
Registration No: 003-316 N.P.O
P.O. Box 90, Stellenbosch, 7599
Devon Valley Road, Stellenbosch
Tel: 021 883 9129
Website: www.awss.co.za
Email: info@awss.co.za
BEE Compliant
ALL MONETARY DONATIONS TAX DEDUCTIBLE

14 April 2022

ATTENTION: JOAN FELIX
STELLENBOSCH MUNICIPALITY
1 Hofman Street
Stellenbosch
7600

Dear Joan

The Animal Welfare Society Stellenbosch (AWSS) is pleased to submit this funding application for your review.

The whole world has adjusted to restrictions, lockdowns, and the anguish of living through a pandemic. Through everything, AWSS continued serving the animals of Stellenbosch and provided lifesaving essentials to communities and pet owners in need.

The team at AWSS continued to see the light through all the darkness: Kennels were emptied, and every dog was placed in foster; incredible foster fails, and adoption tails achieved, and the enduring generosity and loyalty of our supporters remains our constant beacon of light.

Although comparatively small, we are undaunted by the seemingly insurmountable challenges posed by a burgeoning pet (especially cat and dog) over-population explosion in the areas covered by us and remain steadfast in our commitment to help make a positive difference to the lives of everyone that we serve.

Thank you for standing with us as we advance our mission ***to recognise animals as living beings with the right to a good quality life.***

In closing, thank you again for the opportunity to present the Animal Welfare Society Stellenbosch to you and should you require additional information or would like to meet for you to consider this further, please let me know.

Yours sincerely

Lorna Hughes
General Manager

Anthea Thorpe

From: jessica@awss.co.za
Sent: 09 June 2022 10:13 AM
To: Anthea Thorpe; Joan Felix
Subject: [EX] RE: Request for information Grant in Aid - External bodies
Attachments: EC Inc Stmnt Report March 2022 With Prior Year.xlsx

Importance: High

Good morning, Anthea and Joan

I trust this email finds you well.

The municipal funding is allocated towards the annual operating costs, I have attached our income statement for the fiscal year which includes the Society expenses.

Kindly confirm that the above is in order.

Many thanks and best wishes

Jessica Perrins
HEAD OF FUNDRAISING AND COMMUNICATIONS
0714424215 / 0218839129





@AnimalwelfareStellenbosch
@animal-welfare-society-stellenbosch

Creating a voice for those who cannot speak.

021 883 9129 | info@awss.co.za | Emergency After Hours 071 169 9922

From: AWSS | INFO <info@awss.co.za>
Sent: Thursday, 09 June 2022 08:49
To: jessica@awss.co.za; 'Lorna Hughes' <llhughes@telkomsa.net>
Subject: FW: Request for information Grant in Aid - External bodies

---

From: Anthea Thorpe <Anthea.Thorpe@stellenbosch.gov.za>
Sent: 08 June 2022 05:04 PM
To: info@awss.co.za
Cc: Joan Felix <Joan.Felix@stellenbosch.gov.za>
Subject: Request for information Grant in Aid - External bodies

Good day Lorna

APPENDIX 28

STELLENBOSCH MUNICIPALITY

FINANCING OF EXTERNAL BODIES PERFORMING MUNICIPAL FUNCTIONS POLICY

2021/2022

STELLENBOSCH MUNICIPALITY

FINANCING OF EXTERNAL BODIES PERFORMING MUNICIPAL FUNCTIONS POLICY

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1. DEFINITIONS

1.1 In this policy unless the context indicates otherwise:

1.1.1 "**Accounting Officer**" means the Municipal Manager as referred to in section 60 of the Local Government: Municipal Finance Management Act, 56 of 2003 ("MFMA");

1.1.2 **"Approved Budget"** means the Municipality's annual budget approved by the Council in terms of section 24 of the MFMA and include an adjustment budget in terms of Section 28 of the MFMA;

1.1.3 **"Community"** means the residents within the Stellenbosch WCO24 area;

1.1.4 **"Constitution"** means the Constitution of the Republic of South Africa, 1996;

1.1.5 **"Director"** means a person appointed in terms of section 56 of the Systems Act who is directly accountable to the Municipal Manager;

1.1.6 **"Executive Mayor"** means the councillor elected as the Executive Mayor in terms of section 55 of the Local Government: Municipal Structures Act, 32 of 2000 ("the Structures Act");

1.1.7 **"Chief Financial Officer"** or "CFO" means an official as envisaged in section 80(2)(a) of the Local Government: Municipal Finance Management Act, 56 of 2003 ("MFMA");

1.1.8 **"Grant"** means a grant or allocation, as referred to in section 17(3)(j(ii) and 17(3)(j(iv) of the MFMA, made by the Municipality to any organisation or body referred to in section 67(1) and to be utilised to assist the Municipality in fulfilling its constitutional mandates including local tourism, municipal health services and such other municipal functions contemplated in Part B of Schedules 4 and 5 of the Constitution;

1.1.9 **"Grant Committee"** means the Committee established in terms of clause 7 of this policy;

1.1.10 **"official"** means an employee in the service of the Municipality;

1.1.11 **"organisation or body"** means those organisations or bodies outside any sphere of government making application for Grants in terms of this Policy, Which include associations, nonprofit organisations or companies or trusts;

1.1.12 **"the Systems Act"** means the Local Government: Municipal Systems Act, 32 of 2000;

1.1.13 **"the Structures Act"** means the Local Government: Municipal Structures Act, 117 of 1998;

1.1.14 **"the MFMA"** means the Local Government: Municipal Finance Management Act, 56 of 2003;

1.1.15 **"the Municipality"** means the Stellenbosch Municipality and reference to Council has a similar meaning;

1.1.16 **"the Policy"** means the Financing of External Organisation/Bodies Performing Municipal Function Policy as set out in this document.

1.1.17 **"service delivery agreement"** or "MOA" means the agreement entered into between the Municipality and any organisation or body which received a Grant in terms of this Policy.

1. PURPOSE, AIMS AND OBJECTIVES

1.1 The purpose of this Policy is to provide a framework for financial assistance by Stellenbosch Municipality ("the Municipality") to external organisations / bodies performing local government functions to the extent as set out in section 155(6)(a) and (7) of the Constitution as listed in Part B of Schedule 4 and 5.

1.2 The purpose of this Policy is to ensure the efficient performance of the municipal function entrusted to that external organisation/body in a manner which gives effect to the goals and objectives of the Municipality's Integrated Development Plan ("IDP") by establishing partnerships between the municipality and the organisatons and bodies performing the functions on behalf of the Municipality.

1.3 The Municipality will favour grants for achievement of outcomes aligned to the IDP. The objective of the funding of external bodied performing municipal functions is primarily to ensure the achievement of agreed outcomes to improve the health and well-being of the citizens and not to cover administrative costs and salaries.

2. LEGAL FRAMEWORK

2.1 In terms of section 156 of the Constitution, the Municipality has executive authority in respect of and the right to administer –

2.1.1 the local government matters listed in Part B of Schedule 4 and 5; and

2.1.2 any other matters assigned to it by national and provincial legislation.

2.2 Section 16(2) of the MFMA provides that the Mayor of the Municipality must table the annual budget at a council meeting at least 90 days before the start of the budget year. Section 17(3)(j)(ii) and 17(3)(j)(iv) provides that when an annual budget is tabled in terms of section 16(2) it must include particulars of any proposed allocation or grants by the municipality to any municipal entities and other external mechanism assisting the municipality in the exercise of its functions or power and any organisation or bodies referred to in section 67(1).

2.3 Immediately after the tabling of the annual budget the accounting officer must make public the annual budget and invite the local community to submit representations in connection with the budget before the budget is approved by Council in terms of section 24 of the MFMA.

2.4 Section 67 of the MFMA provides that the Municipality implement and sustain proper and effective controls and procedures when transferring funds of the Municipality to an organisation or body outside any sphere of government.

2.5 Section 67(1) provides that the accounting officer must be satisfied that the organisation or body has the capacity and agreed to comply with any agreement with the Municipality including all reporting, financial management and auditing requirements as may be stipulated in the agreement, to report at least monthly to the accounting officer on actual expenditure against such transfer and to submit audited financial statements for its financial year to the

accounting officer promptly. The organization must implement effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and financial mismanagement and has the obligation to prove in terms of previous similar transfers that it has complied with all the requirements. The accounting officer must through contractual and other appropriate mechanism enforce compliance with this policy.

2.6 All transfer of funds in terms of this Policy shall comply with the Constitution, the Systems Act, the Structures Act, the MFMA and any other applicable legislation, regulations and policies that may govern the transfer of municipal funds and that are not in contradiction to the aforementioned legislation.

3. PUBLIC ADVERTISEMENT AND APPLICATION PROCEDURE

3.1 Applications for funding of external bodies performing municipal functions shall be considered where organisations or bodies have responded to advertisements published in the local newspapers distributed in the Stellenbosch Municipal Area calling upon organisations or bodies to submit proposals in the prescribed form, as set out 4.3 below, to perform a specific municipal function for a period up to 3 years. Such advertisements may be published quarterly by the accounting officer.

3.2 Advertisements should clearly specify the categories for which requests are called, the closing date for applications, who they should be addressed to, and where and how to obtain the relevant documentation pertaining to such applications, including the prescribed forms. Only applications made on the prescribed form (see Annexure A) may be considered.

3.3 The organisation/body must submit a detailed business plan with its application, confirming the envisaged outcomes their past achievements in the field and their commitment to performing that particular municipal function effectively and in line with Council's goals as set out in the IDP. Applications must be accompanied by a covering letter on the organisation/body letterhead, signed by the head of the organisation/body and must include the following information:

3.3.1 the organisation/body's legal name and a brief description of the organisation/body's business;

3.3.2 the organisation/body's registration number, if any;

3.3.3 the date of establishment, details of the organisation/body's members, founding documents, including constitution and certificates of incorporation;

3.3.4 the contact name of the person signing the application, full street address, telephone number and email address of the organisation;

3.3.5 if funding is required for a specific project, a brief description of the project and what it aims to achieve, as well as the detailed budget for and the duration of the project together with a written confirmation by the relevant municipal Director that the project is part of the IDP projects or programs;

3.3.6 references, independent of the organisation/body and the head of the organisation/body;

3.3.7 most recent audited financial statements not older than24 months;

3.3.8 a summary of its past achievements; and

3.3.9 a declaration by the head of the organisation/body to the satisfaction of the Municipal Manager that the organisation/body implements effective, efficient and transparent financial management and internal control mechanism to guard against fraud, theft and financial mismanagement and has in the past complied with requirements for similar transfers of funds.

3.4 Individuals will not be considered or appointed as an organisation/body to provide a municipal function as contemplated in this Policy.

3.5 Organisations or bodies whose directors, managers, major shareholders or trustees are in service of the state will not be considered or appointed as an organisation/body to provide a municipal function as contemplated in this Policy.

3.6 The appointment of a particular organisation/body to perform a municipal function for a period of three (3) years does not guarantee financial support by the Municipality, which will be determined annually when the municipal budget is approved by the Municipal Council.

3.7 No late applications received, in response to an advertisement as contemplated in clause 3.1 and 3.2 above will be considered and processed by the Grant Committee.

4. OBLIGATIONS OF THE ORGANISATION/BODY

4.1 The head of the organisation/body must acknowledge in writing to the Municipal Manager that the money allocated was received in its bank account and that the money will be utilised in accordance with the completed and signed MOA, the submitted application and this Policy within 30 days of transfer of funds / payment, failing which no future grants may be considered.

4.2 The organisation / body shall submit monthly reports on actual expenditure against such transfer, the ward within which activities are conducted as well as the number of people benefiting from the activity to the Municipal Manager.

4.3 The relevant municipal Director must co-sign each monthly report to confirm monthly management and oversight of the activities.

5. RIGHTS OF THE MUNICIPALITY, CONTROL AND MONITORING

5.1 The relevant municipal Director shall be entitled, at any reasonable time from time to time, to verify and inspect the existence and activities of the organisation/body. The relevant municipal Director or his delegate has the right to physically visit the premises where the organisation/body or funded project is based, to peruse the budgets and any progress report related to the project.

5.2 The relevant municipal Director shall manage the service delivery agreement entered into between the Municipality and the organisation / body by inter alia receiving and considering monthly reports, inspecting financial records including audited financial statement.

5.3 If the organisation / body fails to comply with the terms and conditions of its service delivery agreement with the Municipality, the accounting officer may in consultation with the relevant municipal Director terminate the agreement with reasonable notice or grant the organization / body an opportunity to rectify the

breach within an agreed period of not more than 90 days, failing which the accounting officer may terminate the agreement with reasonable notice.

5.4 The Municipality has the right not to give a Grant to any or all organisations/bodies applying for such Grants or to give proportional or partial grants to give. Having been awarded a Grant previously does not give an organisation/body the right to receive a Grant again.

5.5 The relevant municipal Director shall ensure that those organisations or bodies, who have received Grants in terms of this Policy:-

5.5.1 comply with all the provisions of the completed and signed MOA;

5.5.2 comply with all reporting, financial management and auditing requirements as stipulated in the MOA;

5.5.3 report at least monthly to the Municipality on actual expenditure against such transfer;

5.5.4 promptly, or no longer than 4 months after the end of their financial year, submit their audited financial statements; and

5.5.5 utilise the grant funding strictly in accordance with the approved business plan and approved budget.

5.6 The requirements in paragraphs 5.5.1 to 5.5.4 above shall not apply to organisations where the transfer does not exceed R200 000,00 (two hundred thousand rand), provided the Accounting Officer takes all reasonable steps to ensure that the targeted beneficiaries, as identified by the organisation or body in its application, receive the benefit of such grants and it certifies that compliance by that organisation or body with 5.5.1 to 5.5.4 above is uneconomical or unreasonable.

6. GRANT COMMITTEE

6.1 A Grant Committee consisting of at least the Municipal Manager, the Chief Financial Officer and one director of the Municipality, as well as any other official whom the Municipal Manager may include, shall evaluate all applications received in response to the local advertisement.

6.2 The Grant Committee will have the power to make recommendations to Council for final appointments and financial allocations.

6.3 The Grant Committee must submit a report on its decisions to the Council for final approval.

6.4 The Grant Committee shall, in terms of the Systems Act, establish a programme for community consultation and information dissemination regarding the appointment of any organisation/body and the availability of the service delivery agreement for perusal will be communicated to the local community through the media prior to any service delivery agreement being entered into between the Municipality and the organisation or body.

6.5 No payments in terms of the allocation will be made to any organisation / body until a service delivery agreement in the form approved by the accounting officer has been signed by the respective parties.

6.6 No payment can be made to an organisation/body until it has submitted its audited financial statements as contemplated in this Policy and a statement certified by its auditor that it has fully complied with its agreement with the Municipality.

6.7 Payments may be allocated as a once off amount or in tranches as determined by the CFO in consultation with the relevant municipal Director.

7. Funding acknowledgement of the Municipality

Successful applicants will be required to acknowledge the Municipality as the provider of Grant funding in their funding record as well as any public record in respect of Grants received in order to confirm that these transfers of funds are also part of the Municipality's endeavours to meet its strategic objectives and to assist it in carrying out its constitutional powers and functions.

8. COMMENCEMENT

This Policy called the **FINANCING OF EXTERNAL BODIES PERFORMING MUNICIPAL FUNCTIONS POLICY** takes effect on the date on which it is adopted by the Council.

APPENDIX A

STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

Municipality • Umasipala • Munisipaliteit

APPLICATION : FUNDING OF EXTERNAL BODIES PERFORMING A MUNICIPAL FUNCTION

NOTE: ONLY APPLICATIONS ON THIS PRESCRIBED FORM WILL BE CONSIDERED

PLEASE COMPLETE THE FOLLOWING:

A **Registered name of organisation:**

Animal Welfare Society Stellenbosch

B **Date and year in which the organisation was founded or incorporated (include brief description of business or activities of organisation):**

The Animal Welfare Society Stellenbosch was founded in 1956 with the donation of a van and the support of the Stellenbosch Animal Hospital. Our organisation is a non-government, autonomous and independent not-for-profit organisation for the welfare of animals. AWSS is member-based, independent of government and industry.
Over the past 65 years we have persistently carried out our mission to recognise animals as living beings with the right to a good quality life. We have achieved this through veterinary care, inspectorate, humane education, community outreach clinics and running a kennel, cattery, and a successful Adoption programme, which every year places hundreds of animals in apt and loving homes.

C **Address:**

(i) Street

Farm 183B Devon Valley Road
Devon Valley
Stellenbosch
7600

(ii) Postal

PO Box 90
Stellenbosch
7599

Contact details:

Name and Surname: Lorna Lucie Hughes

Title/Position held: General Manager

Tel: 0734203300 E-mail: llhughes@telkomsa.net

D **List ALL the directors / board / committee members / shareholders / trustees of the organization (use additional pages if necessary):**

Name and Surname: Koos van Bergen

Position: Chairman

Contact Address and tel. no: 4 Upper Holly Road, Newlands 7700
0824144252

Name and Surname: Susan Christabel Mungo Harvie (Vice Chair)

Contact Address and tel. no: Turnberry Farm, Devon Valley, Stellenbosch 0769857820

Name and Surname: Evelin Bresler

Position: Treasurer

Contact Address and tel. no: 6 Merlot Street, Somerset West 0794239334

Name and Surname: Donald Maxwell

Position: Trustee

Contact Address and tel. no: Hovelea Farm, Devon Valley, Stellenbosch 0832943633

Name and Surname: Jeanette Lawrence

Position: Trustee

Contact Address and tel. no: 19 Graceland Place, Gordon Road, Somerset West 0834078215

Name and Surname: Dr Mia Farr

Position: Trustee

Contact Address and tel. no: 15 Private Road, Somerset West 0714460404

D	**Indicate in which ward the organisation is active**:

Stellenbosch Ward: Entire Stellenbosch Municipal Area

Is the organisation a non-profit company? Yes✓ No

If yes, provide company registration 003 - 316 NPO number: -

Is the organisation a non-profit organisation as contemplated in section 13 of the Non-Profit Organisation Act, 1997? Yes✓ No

If yes, provide registration 003 - 316 NPO number: -

Is the organisation a public benefit organisation as contemplated in terms of the Income Tax Act, 1962? Yes✓ No

If yes, provide registration 930 019 431 number: -

Is funding required for a specific project? Yes No✓

If yes, attach details separately.

Budget amount of projects: .....

Duration of project: .....

Is funding required for general support? Yes✓ No

If yes, attach a copy of the organisation's overall budget and business plan.

E	**Category:** Please categorise your application (mark with x): Tourism Destination Marketing & Visitors Information Tourism Development Animal Welfare X Note: For more detail, see attached Funding of External Bodies Performing a Municipal Function Policy.(general guidelines and categories) Please indicate the specific type of project/programme, as per the Funding of External Bodies Performing a Municipal Function Policy See attached proposal ....

F	**The following <u>MUST</u> accompany this application:** 1. A copy of the latest, audited financial statements. 2. A copy of the Organisation's Constitution or Memorandum of Incorporation as well as the resolutions/minutes adopting the Constitution or Memorandum of Incorporation. 3. A copy of a project/programme description and/or a business plan for the ensuing financial year. Including the following: • Full details of the proposal or project including its objectives, the number of people who will benefit and how the project will contribute or enhance the strategic objectives of Stellenbosch Municipality. • Commencement and completion dates of the project. • Information on the total cost of the project budget, including a breakdown of costs and an outline of any contribution by fundraising and/or own contribution. • A list of all other sources of funding together with the assessments. • A summary of past achievements. • References independent of the applicant and its executive. 4. An original copy of a correctly completed creditors control form of Stellenbosch Municipality. 5. If the Organisation received funding from Stellenbosch Municipality in the preceding financial year, you need to account for the expenditure of the funding received with your new application. 6. If the Organisation received funding from other bodies, please identify and list the amounts received;

	7. If the Organisation is a non-profit company as defined in the section 1 of the Companies Act, 2008, a certificate/letter issued by the Companies and Intellectual Property Commission (CIPC) confirming registration must be attached; 8. If the Organisation has been registered as a "non-profit" organisation in terms of the Non-Profit Organisation Act, 1997, a certificate/letter issued by the Department of Social Development confirming registration as a non-profit organisation must be attached; 9. If the Organisation has been registered as a "Public Benefit Organisation" in terms of the Income Tax Act, 1962, a certificate/letter issued by SARS confirming the Organisation's tax exemption status must be attached; and 10. Valid Tax Clearance Certificate issued by SARS.

G	**The following shall apply:**
	1. The allocation of funds will only be considered if the application document has been fully completed and signed and is accompanied by the required and supporting documentation referred to therein. Applicants must in their submission clearly indicate / specify and motivate what the funding will be utilised for.
	2. The funding must be exclusively utilised for the purpose defined and the successful applicant must submit the necessary undertaking to this effect.
	3. Applicants must in their submission satisfy the Council of their ability to execute the project successfully.
	4. Organisations who have already received financial or other assistance from the Council during the previous financial year must specify same in their application.
	5. No funding will be considered for political groupings, church/sectarian bodies or ratepayers organisations.
	6. No funding will be considered where only an individual will benefit or where a member of Council or an official of Stellenbosch Municipality will receive any financial or other gain.
	7. Projects outside the boundaries of the Council will not be considered.
	8. Subsequent requests from applicants to cover overspending on projects will not be considered.
	9. Council will not pay any funds to anyone who has already procured against the perception that they will receive any municipal funds.
	10. Successful applicants must at all times comply with the provisions of Section 67(1) of the Municipal Finance Management Act No. 56 of 2003 which *inter alia* stipulates that the organisation or body has to:- • Enter into and comply with a Memorandum of Agreement with the Municipality as well as with all reporting, financial management and auditing requirements as may be contained in such agreement. This memorandum of agreement will bind the successful applicant to deliver on what the application speaks to, but also to commit to become involved with municipal programmes of the community where it functions. The Memorandum of Agreement will be made available to successful applicants for completion. • Report monthly on the actual expenditure of the amount allocated.

	11. The Council reserves the right not to give funding to any or all organisations applying. 12. Having been awarded funding previously does not give an applicant the right to receive a grant/funding again. 13. Funding will not be considered where a project or organisation is already receiving funds from Council in terms of Council's functions. Applicants are required to disclose other sources of funding, failing which such applicant will be disqualified. 14. Funding will not be considered where in Council's opinion, an organisation received sufficient funds from other sources to sustain its activities or the project applied for. For this purpose, organisations must submit financial statements and budget for the ensuing financial year. 15. Organisations having received funding from Stellenbosch Municipality during the previous financial year, are required to attached to any new application, a copy of the financial statements relating to the year in which the funding was received from Council, as required in terms of section 67(1) of the Municipal Finance Management Act, 2003 (MFMA). (The Funding of External Bodies Performing a Municipal Function Policy must be consulted for the sake of completeness)
H	**Undertaking:** I/We hereby verify that the information provided in this application is true and correct and that the conditions applicable to the allocation of funds as set out above have been read, understood and will be complied with. I/We also declare that the organisation implements effective, efficient and transparent financial management and internal control mechanisms to guard against fraud, theft and financial mismanagement and has in the past complied with requirements for similar transfer(s) of funds. This completed and signed at Stellenbosch on this 14 day of April 2022 **Chairperson / Authorised Representative** **Secretary / Duly Authorised Signatory**

I	**Please take note:** (i) That completed application forms together with all the required documentation must be delivered to: **Director: Planning and Economic Development P** **O Box 17** **Stellenbosch** **7599** Or delivered to: **58 Andringa Street** **Stellenbosch 7600** (ii) That the closing date for the submission of applications is: ..... at ..... (iii) That **neither late nor incomplete applications** shall be considered.

Animal Welfare Society Stellenbosch
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Non-Profit Organisation: 003-316 NPO
PBO 930 019 431
Donations are tax deductible

Animal Welfare Society Stellenbosch

Mission Statement

"We recognise animals as living beings with the right to a good quality life"

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1. Introduction – The Animal Welfare Society Stellenbosch (AWSS)

The Animal Welfare Society of Stellenbosch, operates in accordance with the Stellenbosch Municipal By-Laws, and National legislation concerning the care and protection of animals in South Africa including:

- The Societies for the Prevention of Cruelty to Animals Act, 1993 (Act 169 of 1993);
- Animal Protection Act, 1962 (Act 71 of 1962);
- Performing Animals Protection Act, 1935 (Act 24 of 1935);
- The Animal Diseases Act, 1984 (Act 35 of 1984) and
- Veterinary and Para-Veterinary Professions Act, 1982 (Act 19 of 1982).

This also includes Schedule 5B of the Constitution of the Republic of South Africa, (1996) which officially instructs Municipalities to provide for a Pound and for:

1. **Care**
2. **Accommodation**
3. **Burial of animals**

As a nonprofit organisation, we rely on the generosity and support of the Stellenbosch Municipality, our donors, supporters and the community. AWSS provides these mandated functions for the community of Stellenbosch at a minimal cost and hereby applies for funding for the year 2022/23:

- **50% of operating costs**
  Reference: attachment A,

Our organisation has been operating and serving the Stellenbosch community for 65 years starting in 1956, performing services according to Stellenbosch By-Laws of 26 October 1984 (page 3828 to 3831) and 12 January 2009 (amendment).

Due to the 80% community population growth since 2011 and a consequent population explosion of animals the role of the Stellenbosch Municipality is apparent.

2. Background

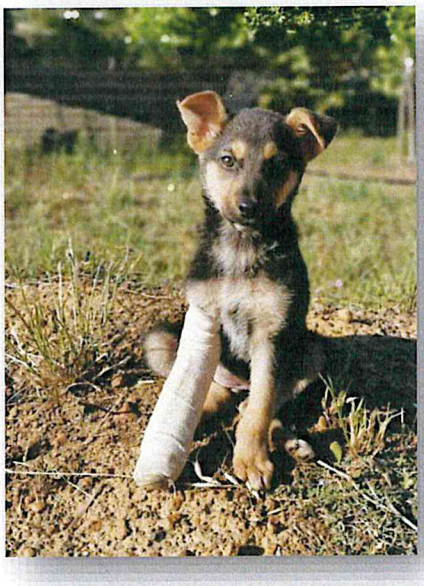
The Animal Welfare Society Stellenbosch (AWSS) was founded in 1956 with the donation of a van and the support of the Stellenbosch Animal Hospital. Our organisation is a non-government, autonomous and independent not-for-profit organisation for the welfare of animals. AWSS is member-based, independent of government and industry.

AWSS is involved in all aspects of animal welfare. We provide shelter for unwanted, stray, and abandoned animals, promote an efficient adoption programme, prosecute animal cruelty cases, and regularly address schools and communities on the challenges of animal welfare and the benefits of a healthy, sterilised pet population.

We also run a busy on-site animal clinic for lower income groups and frequently visit underprivileged areas to treat and admit sick and injured animals and pets for sterilisation.

3. Clinic

Over 9 000 animals passed through the doors of the clinic during 2021. We saw 6 220 animals brought in by pet owners. Whilst many animals are brought in by their owners, our inspectors brought in over 3 615 animals, many of whom have been victims of cruelty or suffered neglect, and often require urgent medical care.



Our Clinic, open daily provides sterilisation, primary health care and medical treatment to the many clients who need our services. The Clinic can accommodate up to 30 animals at any one time.

In 2021 our clinic sterilised 2 075 animals, carried out 5 488 vaccinations and performed numerous other life-saving operations.

4. Shelter, Rescue and Rehabilitation



The Shelter, Rescue and Rehabilitation project cares for stray, surrendered and rescued cats and dogs. Our aim is to reunite stray animals through our Lost and Found service and to find loving forever homes for the surrendered and rescued animals.

In 2021, 1 193 animals were adopted and 79 reunited with their owners. Unfortunately, each month this task becomes more daunting as the influx of surrendered and stray animals is ever increasing.

The shelter is running at full capacity with 130 dogs in kennels and 90 cats in the cattery. Despite this, we continue to pride ourselves on the spacious enclosures we provide our animals and the devoted and compassionate care each animal receives.

5. Inspectorate

The inspectorate responds to approximately 5 600 reports/complaints of animal cruelty and neglect annually.

The Inspectors role is all encompassing and includes the collection of neglected and abused animals; confiscation of animals that are either illegally chained or in poor condition; collection of stray animals and animals surrendered by their owners; and carry out inspections and erect cat “traps” for feral cats .

AWSS aims to investigate any complaint within 24 hours of receiving it. Our inspectors educate owners on the correct care of their animals and follows-up on cases to further the owner’s education. In the cases of blatant abuse or wilful neglect, the AWSS will confiscate the animal and lay criminal charges against the owner or responsible party.

6. Education and Outreach

AWSS believes that humane education is a crucial component of the work we do. By educating pet owners we hope they will develop an attitude of compassion, respect and understanding for all animals.

The bulk of cruelty and neglect cases we investigate are as a direct result of ignorance and lack of education. With consistent education and outreach initiatives the offender can be educated / rehabilitated and in time become a responsible pet owner. AWSS provides education to communities, as well as to specific target audiences such as schools, farm labourers and potential pet owners.



7. Sterilisation Campaigns

Pet over-population is a chronic, serious issue in the Western Cape, in particular the impoverished communities. Lack of resources, specifically funding and owner reluctance has resulted in uncontrolled rampant over-breeding and an avoidable increase of disease, neglect and often abuse of dogs in these areas.

OBJECTIVE:
Sterilise and vaccinate at least 70% of the intact pet population in identified areas

The Animal Welfare Society Stellenbosch, believe that pet over-population and the ensuing neglect, abuse, surrenders to animal shelters and subsequent euthanasia, are preventable problems with a rational solution. In addition to saving lives, sterilisation can substantially decrease the number of disease ridden, neglected, emaciated and abused animals and also reduce the extraordinary costs animal shelters, municipalities, and the public carry due to addressing these animal welfare problems.

We are being proactive and recognising the cause rather than the symptoms of the dire state of dogs in Stellenbosch by funding and implementing sterilisation and humane education campaigns. We are of the opinion that ongoing Mass Animal Sterilisation Campaigns will over the longer term be the solution to the problem and offer some relief to other welfare organisations as well.

The 5 point outreach protocol of pet sterilisation, vaccination, dipping, deworming and humane education provides a major benefit to the human community reducing the transfer of shared diseases (zoonosis). We are virtually eliminating the risk of rabies, scabies, ringworm and leptospirosis and the transfer of intestinal worms which is a threat to especially children, impairing their mental capacity. The effect of zoonosis is a reality which we observe in our township outreaches. The children are often visibly affected by parasites and infection. It is no exaggeration to say that this work is a great benefit to community health.

8. Sustainability

The AWSS has put various measures in place to help maintain the sustainability of our programmes and services.

We raise most of our funds at AWSS with a diverse fundraising strategy that includes:

- Income generation through clinic, adoption, and retail outlet
- Submitting proposals to local and international donors
- Sending appeals to local trusts and foundations
- Submitting grant applications and tenders to Municipal departments
- Sale of second-hand goods in our Dog Box Charity Shop
- Dream Builders Bequest Society

9. Monitoring and Evaluation

The organisation is evaluated and monitored through several mechanisms. Department managers produce records for each animal treated and gather statistics on usage of the facilities. Specific services will be tabulated, such as:

- Number of arrivals (sign off / stray)
- Number of animals reclaimed
- Number of animals adopted
- Number of animals euthanased
- Number of animals sterilised
- Number of animals treated in clinic (consults)
- Number of cruelty cases investigated

These animal statistics are collected and tabulated monthly and analysed to ensure that usage of the shelter is maximised and where numbers drop off, action is taken to determine the reasons and acted upon.

Reference: attachment STATS April 2021 – March 2022



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Donations are tax deductible

Animal Welfare Society Stellenbosch
2022/23 Business Plan

Mission Statement

"We recognise animals as living beings with the right to a good quality life".

1. Executive Summary

The Animal Welfare Society Stellenbosch was founded in 1956 with the donation of a van and the support of the Stellenbosch Animal Hospital. Our organisation is a non-government, autonomous and independent not-for-profit organisation for the welfare of animals. AWSS is member-based, independent of government and industry.

The Society aims to serve the community of Stellenbosch and greater Stellenbosch by taking care of the community's unwanted, mistreated and neglected pets. We also advocate and promote the sterilisation of cats and dogs to curb unwanted breeding in an already overpopulated pet community. In addition we provide sterilisation, vaccinations, parasite control and primary veterinary healthcare. In total we cover an area of 900sqm including Kayamandi, Cloetesville, Jamestown, Idasvalley, Klapmuts, Raithby, Kylemore, Lynchedoch, Stellenbosch central and surrounding farms. Humane education is also a key priority for the Society.

2. Services

The AWSS is passionate about the welfare of cats and dogs, we aim to never turn away a cat or dog in need of our help, caring for them until their owners or forever homes can be found. We are champions for, and protectors of vulnerable cats and dogs, determined to create lasting changes for the animals in our Society.

KENNELS & CATTERY RESCUE, REHABILITATION & REHOMING

Our goal this year is to place 1 300 animals in permanent homes, a 10% increase from last year. In addition to promoting animals through our website and social media channels, the main way for potential adopters to meet and adopt our animals is by visiting the shelter, Kennels and Cattery are open 365 days a year from 10am – 3pm.

While our goal is to get as many pets into homes as possible, we want to keep them there for the remainder of the pets' lives. To that end, AWSS has developed resources to help pet owners resolve the most common behaviour issues. We provide an information pack for all adoption clients and have a certified animal behaviour expert onsite.

COMMUNITY OUTREACH CLINICS

HEALTHY PETS = HEALTHY COMMUNITIES

The Community Outreach Clinics connects pet owners with services to keep their pets happy and healthy. We provide vaccinations, sterilisation, parasite control, pet food parcels and humane education.

At AWSS we believe one's financial status alone is not a reliable indicator of a person's ability to love and care for a pet, and strong bonds between people and their pets make for happier communities.

Sadly, the pandemic has resulted in more pet owners relying on our service – illness, poverty, loss of income and housing can result in even the most devoted pet owners having to surrender their beloved pet to the AWSS. For this reason, we hope to further increase the number of Community Outreach Clinics to keep pets and owners together which is most often the best outcome for everyone involved.

HUMANE EDUCATION

The goal is to reach as many young children as possible to stop the cycle of animal abuse and overpopulation.

There is a large volume of literature documenting the positive social impact of humane education programs in all aspects of life. The concurrence of animal cruelty with other forms of violence compounds the harms connected with it. The link between the physical abuse of animals and violence should prompt police and law enforcement officials to look for other forms of neglect, drug abuse or gang violence.

Several dog breeds are displayed as status symbols, especially amongst adolescents and aspiring gang members. It is an undeniable fact that backyard breeding, illegal trading of animals and dog fighting is rife. Our inspectors are witness to this daily and without humane education the cycle of abuse will continue. The underlying conditions that allow for animal cruelty to occur (deprivation, aggression, gang violence, drug, and alcohol abuse) echo the risk factors for social violence. To generalise and presume that those who carry out abuse to animals will result in physical violence would be unjust; however, being vigilant about the potential concurrence of different forms of

violence, abuse and neglect is only prudent.

It boils down to a simple concept: If children learn to treat animals well, they are more apt to treat people well.

THE MAXWELL VETERINARY CLINIC

Last year, we noted a decline in animal euthanasias, a general improvement in the well-being and welfare of especially cats and dogs in and around Stellenbosch and fewer incidences of animal to human transmitted diseases (cases of zoonoses).

The key contributing factor for this decline is the increase in sterilisation and pet vaccinations.

Looking to the year ahead, the focus remains on the sterilisation of cats and dogs, preventative vaccination against common diseases and the treatment of external and internal parasitic conditions.

MASS STERILISATION CAMPAIGNS

The Animal Welfare Society Stellenbosch, believes that pet over-population and the ensuing neglect, abuse, surrenders to animal shelters and subsequent euthanasia, are preventable problems with a rational solution. In addition to saving lives, sterilisation can substantially decrease the number of disease ridden, neglected, emaciated and abused animals and also reduce the extraordinary costs animal shelters, municipalities, and the public carry due to addressing these animal welfare problems.

We are being proactive and recognising the cause rather than the symptoms of the dire state of cats and dogs in Stellenbosch by funding and implementing sterilisation and humane education campaigns.

We are of the opinion that ongoing Mass Animal Sterilisation Campaigns will over the longer term be the solution to the problem and offer some relief to other welfare organisations as well.

To continue efforts at regularising the pet population throughout Stellenbosch the Animal Welfare Society of Stellenbosch is appealing to the Stellenbosch Municipality to contribute towards the funding and resources it takes to complete a successful Mass Sterilisation Campaign.

In order to achieve negligible pet population growth in any nominated area, at least 70% of all intact animals need to be sterilised within a six-month time frame which represents one breeding cycle. This was achieved in 2021 during the Mass Sterilisation Campaigns in Klapmuts and Cloetesville.

The primary focus of the projects will be mass pet sterilisation but it should also be a concerted, co-operative effort between the Animal Welfare Society of Stellenbosch, the Stellenbosch Municipality, the Western Cape Department of Agriculture, and the beneficiary community, to the benefit of all involved.

INSPECTORATE & HUMANE EDUCATION

Since 1956, we have been caring for animals in need. Yet last financial year, our inspectors received over 5 700 calls – an average of 15 calls per day.

We know that education is our most powerful tool to reduce animal suffering.

How do we work together to prevent cruelty to animals? We educate, engage, and empower communities.

SUSTAINABILITY PLAN

We raise most of our funds at AWSS with a diverse fundraising strategy that includes:

- Income generation through clinic, adoption and retail outlet
- Submitting proposals to local and international donors
- Sending appeals to local trusts and foundations
- Submitting grant applications and tenders to Municipal departments
- Sale of second-hand goods in our Dog Box Charity Shop
- Dream Builders Bequest Society

We do constant prospect research aimed at increasing our pool of donors and host events that are designed to showcase our work in order to attract potential social investors and development partners.
As an organisation we have a hands-on Executive Committee that meets monthly and discusses plans and procedures that includes costing, budgeting and tight financial monitoring and control.
We employ the services of an accounting practice to assist us with regular independent reviews of our financial systems and we review our auditors every five years using the services of auditors that specialise in the non-profit sector.
As the oldest organisation dealing with animal welfare in the Stellenbosch and surrounding areas, our objectives are clear, and our reputation is strong.

Additional fundraising initiatives include:

- A multimedia fundraising campaign called 1000 Life Changers.
- In kind donations from professionals donating their expertise
- Fundraising and marketing campaigns and events
- Online fundraising campaign called AWSS Feeding Calendar where supporters donate monthly towards feeding our animals for a day. In return they receive acknowledgment on our social media platforms.

Our projects are relevant, people recognise the need for our services, it is not difficult for us to obtain commitment from stakeholders when we embark on campaigns and we stay in touch with current trends to harmonise our efforts with others in the sector. Our Executive Committee, management, staff, and volunteer teams demonstrate high levels of commitment and share the mission and values of the Society.

Our projects are designed to develop the communities we serve and are dedicated to bringing about reforms to the animal legislation as well as to improving the implementation of the animal's protection act.

UPCOMING SPECIAL PROJECTS

RETAIL CENTRE

For many decades of its existence AWSS was 100% reliant on funding from generous corporates, trusts, municipal grant, and individual donors. With the ever-increasing demands for our services and the unstable economy, securing funds became increasingly difficult. In 2015 the AWSS embarked on a journey to look at innovative ways in which it could generate and grow revenue streams - a charity shop and small retail outlet was decided as it would raise much needed funds for the society but also benefit the surrounding communities.

Now in its sixth year the Dog Box Charity Shop and Retail Outlet has expanded to such an extent that the use of the reception area and shipping containers is no longer effective. For this reason, we have committed to building a fully equipped retail centre.

In Stellenbosch alone, about 155,730 people live in informal settlements. These numbers are growing daily. Residents living in these informal settlements live in conditions of deprivation and poverty and the animals found in these areas often bear testimony to this. These communities have limited access to transport and are mostly unemployed. They battle to provide the basic human needs for themselves, let alone the animals found roaming and inhabiting these areas.

The health and well-being of animals are integrally linked to the health and well-being of our own human society and for this reason the AWSS has committed to not only serving the animals in our communities but the community members too. The Retail Centre will not only raise much needed funds for the animals we serve but will also provide community members the opportunity to purchase quality second-hand goods at an affordable price, the Retail Centre will provide significant benefits to residents through opportunities for volunteering and employment.

Our goal this year is to hold one major event bringing in R1 000 000.00 in total. We will reach out to local businesses to partner with us on the event as well as garner community support.

CONCLUSION

Although we are relatively small, we believe that collectively we have the experience, knowledge, and diversity to allow AWSS to grow and flourish. While we are mindful of not overextending ourselves, we are looking forward to expanding in the future and we hope that the Stellenbosch Municipality will partner with us and share our Vision.

For more information contact: Jessica Perrins jessica@awss.co.za

ANIMAL WELFARE SOCIETY SA, STELLENBOSCH
(Registration number NPO 003-316)
FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 MARCH 2021

Animal Welfare Society SA, Stellenbosch

(Registration number: NPO 003-316)
Financial Statements for the year ended 31 March 2021

Contents

The reports and statements set out below comprise the financial statements presented to the members of the organisation:

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The following supplementary information does not form part of the financial statements and is unaudited:	
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Level of assurance

These financial statements have been audited in compliance with the applicable requirements of the Companies Act of South Africa No. 71 of 2008, as amended.

Preparer

These annual financial statements have been prepared by LDP Compliance Proprietary Limited with assistance from S O'Neil.

LDP
AUDIT | ADVISORY | TAX

Independent Auditor's Report

To the members of Animal Welfare Society SA, Stellenbosch

Qualified Opinion

We have audited the financial statements of Animal Welfare Society SA, Stellenbosch set out on pages 7 to 16, which comprise the statement of financial position as at 31 March 2021, statement of profit or loss and other comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, and the notes to the financial statements, including a summary of significant accounting policies.

In our opinion, except for the possible effect of the matter described in the Basis for qualified opinion section of our report, the financial statements present fairly, in all material respects, the financial position of Animal Welfare Society SA, Stellenbosch as at 31 March 2021, and its financial performance and cash flows for the year then ended in accordance with the basis of accounting as set out in note 1 to the financial statements.

Basis for qualified opinion

We did not observe the counting of physical inventories at the beginning and end of the year. We were unable to satisfy ourselves by alternative means concerning the inventory quantities held at 31 March 2021 and 31 March 2020, which stated in the statement of financial position of R 306 144 and R 262 894, respectively. Due to the matter above, we were unable to obtain sufficient appropriate audit evidence that the closing balances as at 31 March 2021 were free of material misstatement. Consequently, we were also unable to satisfy ourselves regarding the validity, accuracy, completeness and cut-off of cost of sales of R 689 038 included in operating expenses in the statement of profit or loss and other comprehensive income for the year ended 31 March 2021.

In common with similar types of organisations, it is difficult for the organisation to institute accounting controls over the issue of donations received and cash collections from the general public as funds to maintain operations, prior to the initial entry of collections in the accounting records. Accordingly, it was impractical for us to extend our examination beyond receipts actually recorded. The completeness, accuracy, occurrence and cut-off of revenue could not be verified, hence we have no other choice than to qualify our opinion on the matter explained above.

We conducted our audit in accordance with International Standards on Auditing. Our responsibilities under those standards are further described in the Auditor's responsibilities for the audit of the financial statements section of our report. We are independent of the company in accordance with the Independent Regulatory Board for Auditors' Code of Professional Conduct for Registered Auditors (IRBA Code) and other independence requirements applicable to performing audits of financial statements in South Africa. We have fulfilled our other ethical responsibilities in accordance with the IRBA Code and in accordance with other ethical requirements applicable to performing audits in South Africa. The IRBA Code is consistent with the corresponding sections of the International Ethics Standards Board for Accountants' International Code of Ethics for Professional Accountants (including International Independence Standards). We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified opinion.

Emphasis of matter

We draw attention to note 1 to the financial statements which describes the basis of accounting. The financial statements are prepared in accordance with the organisation's own accounting policies to satisfy the financial information needs of the organisation members. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Other information

The members are responsible for the other information. The other information comprises the Members' Report and the supplementary information as set out on pages 17 and 18, which we obtained prior to the date of this report. The other information does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information and we do not and will not express an audit opinion or any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work we have performed on the other information obtained prior to the date of this auditor's report, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of the members for the financial statements

The members are responsible for the preparation and fair presentation of the financial statements in accordance with the basis of accounting as set out in note 1 to the financial statements and for such internal control as the members determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the members are responsible for assessing the organisation's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the members either intend to liquidate the organisation or to cease operations, or have no realistic alternative but to do so.

Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with International Standards on Auditing will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with International Standards on Auditing, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the organisation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the members.
- Conclude on the appropriateness of the members' use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the organisation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the organisation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with the members regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

LDP

LDP Chartered Accountants and Auditors Incorporated
Registered Auditor
J Goosen
Director

Stellenbosch
Date: 08/11/2021

10 Helderberg Street
Stellenbosch
7600

Animal Welfare Society SA, Stellenbosch

(Registration number: NPO 003-316)
Financial Statements for the year ended 31 March 2021

Members' Responsibilities and Approval

The members are required to maintain adequate accounting records and are responsible for the content and integrity of the financial statements and related financial information included in this report. It is their responsibility to ensure that the financial statements fairly present the state of affairs of the organisation as at the end of the financial year and the results of its operations and cash flows for the period then ended, in conformity with the basis of accounting as set out in note 1 to the financial statements. The external auditor is engaged to express an independent opinion on the annual financial statements.

The financial statements are prepared in accordance with the basis of accounting as set out in note 1 to the financial statements and are based upon appropriate accounting policies consistently applied and supported by reasonable and prudent judgements and estimates.

The members acknowledge that they are ultimately responsible for the system of internal financial control established by the organisation and place considerable importance on maintaining a strong control environment. To enable the members to meet these responsibilities, the organisation sets standards for internal control aimed at reducing the risk of error or loss in a cost effective manner. The standards include the proper delegation of responsibilities within a clearly defined framework, effective accounting procedures and adequate segregation of duties to ensure an acceptable level of risk. These controls are monitored throughout the organisation and all employees are required to maintain the highest ethical standards in ensuring the organisation's business is conducted in a manner that in all reasonable circumstances is above reproach. The focus of risk management in the organisation is on identifying, assessing, managing and monitoring all known forms of risk across the organisation. While operating risk cannot be fully eliminated, the company endeavours to minimise it by ensuring that appropriate infrastructure, controls, systems and ethical behaviour are applied and managed within predetermined procedures and constraints.

The members are of the opinion, based on the information and explanations given by management, that the system of internal control provides reasonable assurance that the financial records may be relied on for the preparation of the financial statements. However, any system of internal financial control can provide only reasonable, and not absolute, assurance against material misstatement or loss.

The members have reviewed the organisation's cash flow forecast for the year ending 31 March 2022 and, in the light of this review and the current financial position, they are satisfied that the organisation has or has access to adequate resources to continue in operational existence for the foreseeable future.

The external auditor is responsible for independently auditing and reporting on the organisation's financial statements. The financial statements have been examined by the organisation's external auditor and the report is presented on pages 2 to 4.

The financial statements set out on pages 6 to 16, which have been prepared on the going concern basis, were approved by the members on 05/11/2021 and were signed on their behalf by:

Chairman

Treasurer

Animal Welfare Society SA, Stellenbosch

(Registration number: NPO 003-316)
Financial Statements for the year ended 31 March 2021

Members' Report

The members have pleasure in submitting their report on the financial statements of Animal Welfare Society SA, Stellenbosch for the year ended 31 March 2021.

1. Nature of business

Animal Welfare Society SA, Stellenbosch was incorporated in South Africa with interests in the domestic animal rehabilitation industry. The organisation operates in South Africa.

There have been no material changes to the nature of the organisation's business from the prior year.

2. Review of financial results and activities

The financial statements have been prepared in accordance with the basis of accounting as set out in note 1 to the financial statements. The accounting policies have been applied consistently compared to the prior year.

Full details of the financial position, results of operations and cash flows of the organisation are set out in these financial statements.

3. Property, plant and equipment

There was no change in the nature of the property, plant and equipment of the organisation or in the policy regarding their use.

4. Events after the reporting period

The members are not aware of any material event which occurred after the reporting date and up to the date of this report.

5. Going concern

The members believe that the organisation has adequate financial resources to continue in operation for the foreseeable future and accordingly the financial statements have been prepared on a going concern basis. The members have satisfied themselves that the organisation is in a sound financial position and that it has access to sufficient borrowing facilities to meet its foreseeable cash requirements. The members are not aware of any new material changes that may adversely impact the organisation. The members are also not aware of any material non-compliance with statutory or regulatory requirements or of any pending changes to legislation which may affect the organisation.

6. Auditor

LDP Chartered Accountants and Auditors Incorporated continued in office as the auditor of Animal Welfare Society SA, Stellenbosch.

Animal Welfare Society SA, Stellenbosch

(Registration number: NPO 003-316)
Financial Statements for the year ended 31 March 2021

Statement of Financial Position as at 31 March 2021

Figures in Rand	Notes	2021	2020
Assets			
Non-current Assets			
Property, plant and equipment	2	970 934	1 154 678
Current Assets			
Inventories	3	306 144	262 894
Trade and other receivables	4	8 240	-
Cash and cash equivalents	5	1 327 443	1 787 638
		1 641 827	**2 050 532**
Total Assets		**2 612 761**	**3 205 210**
Equity and Liabilities			
Equity			
Retained income		2 322 059	2 539 564
Liabilities			
Current Liabilities			
Trade and other payables	6	290 702	665 646
Total Equity and Liabilities		**2 612 761**	**3 205 210**

Animal Welfare Society SA, Stellenbosch

(Registration number: NPO 003-316)
Financial Statements for the year ended 31 March 2021

Statement of Profit or Loss and Other Comprehensive Income

Figures in Rand	Notes	2021	2020
Revenue	7	8 153 831	8 847 370
Other income	8	97 597	142 819
Operating expenses		(8 512 367)	(8 594 435)
Operating (loss) / profit	9	**(260 939)**	**395 754**
Investment revenue	10	43 434	77 230
(Loss) / profit for the year		**(217 505)**	**472 984**
Other comprehensive income		-	-
Total comprehensive (loss) / income for the year		**(217 505)**	**472 984**

Animal Welfare Society SA, Stellenbosch

(Registration number: NPO 003-316)
Financial Statements for the year ended 31 March 2021

Statement of Changes in Equity

Figures in Rand	Retained income	Total equity
Balance at 01 April 2019	**2 066 580**	**2 066 580**
Profit for the year	472 984	472 984
Other comprehensive income	-	-
Total comprehensive income for the year	**472 984**	**472 984**
Balance at 01 April 2020	**2 539 564**	**2 539 564**
Loss for the year	(217 505)	(217 505)
Other comprehensive income	-	-
Total comprehensive loss for the year	**(217 505)**	**(217 505)**
Balance at 31 March 2021	**2 322 059**	**2 322 059**

Animal Welfare Society SA, Stellenbosch

(Registration number: NPO 003-316)
Financial Statements for the year ended 31 March 2021

Statement of Cash Flows

Figures in Rand	Notes	2021	2020
Cash flows from operating activities			
Cash (used in) / generated from operations	11	(503 629)	891 935
Interest income		43 434	77 230
Net cash (used in) / from operating activities		**(460 195)**	**969 165**
Cash flows from investing activities			
Purchase of property, plant and equipment	2	-	(187 947)
Sale of property, plant and equipment	2	-	40 000
Net cash used in investing activities		-	**(147 947)**
Cash flows from financing activities			
Total cash movement for the year		**(460 195)**	**821 218**
Cash at the beginning of the year		1 787 638	966 420
Total cash at end of the year	5	**1 327 443**	**1 787 638**

Animal Welfare Society SA, Stellenbosch

(Registration number: NPO 003-316)
Financial Statements for the year ended 31 March 2021

Accounting Policies

1. Basis of preparation and summary of significant accounting policies

The financial statements have been prepared on a going concern basis in accordance with the accounting policies as set out below. The financial statements have been prepared on the historical cost basis, and incorporate the principal accounting policies set out below. They are presented in South African Rands.

These accounting policies are consistent with the previous period.

1.1 Property, plant and equipment

Property, plant and equipment are tangible assets which the organisation holds for its own use or for rental to others and which are expected to be used for more than one period.

Property, plant and equipment is initially measured at cost.

Cost includes costs incurred initially to acquire or construct an item of property, plant and equipment and costs incurred subsequently to add to, replace part of, or service it. If a replacement cost is recognised in the carrying amount of an item of property, plant and equipment, the carrying amount of the replaced part is derecognised.

Expenditure incurred subsequently for major services, additions to or replacements of parts of property, plant and equipment are capitalised if it is probable that future economic benefits associated with the expenditure will flow to the organisation and the cost can be measured reliably. Day to day servicing costs are included in profit or loss in the period in which they are incurred.

Property, plant and equipment is subsequently stated at cost less accumulated depreciation and any accumulated impairment losses, except for land which is stated at cost less any accumulated impairment losses.

Depreciation of an asset commences when the asset is available for use as intended by management. Depreciation is charged to write off the asset's carrying amount over its estimated useful life to its estimated residual value, using a method that best reflects the pattern in which the asset's economic benefits are consumed by the company.

The useful lives of items of property, plant and equipment have been assessed as follows:

Item	Depreciation method	Average useful life
Buildings	Straight line	20 years
Furniture and fixtures	Straight line	6 years
Motor vehicles	Straight line	5 years
Office equipment	Straight line	5 years
IT equipment	Straight line	3 years
Leasehold improvements	Straight line	20 years
Cages, cat traps and tools	Straight line	5 years
Other fixed assets	Straight line	5 years

Impairment tests are performed on property, plant and equipment when there is an indicator that they may be impaired. When the carrying amount of an item of property, plant and equipment is assessed to be higher than the estimated recoverable amount, an impairment loss is recognised immediately in profit or loss to bring the carrying amount in line with the recoverable amount.

An item of property, plant and equipment is derecognised upon disposal or when no future economic benefits are expected from its continued use or disposal. Any gain or loss arising from the derecognition of an item of property, plant and equipment, determined as the difference between the net disposal proceeds, if any, and the carrying amount of the item, is included in profit or loss when the item is derecognised.

Accounting Policies

1.2 Financial instruments

Initial measurement

Financial instruments are initially measured at the transaction price (including transaction costs except in the initial measurement of financial assets and liabilities that are measured at fair value through profit or loss) unless the arrangement constitutes, in effect, a financing transaction in which case it is measured at the present value of the future payments discounted at a market rate of interest for a similar debt instrument.

Financial instruments at amortised cost

These include loans, trade receivables and trade payables. Those debt instruments which meet the criteria in section 11.8(b) of the standard, are subsequently measured at amortised cost using the effective interest method. Debt instruments which are classified as current assets or current liabilities are measured at the undiscounted amount of the cash expected to be received or paid, unless the arrangement effectively constitutes a financing transaction.

At each reporting date, the carrying amounts of assets held in this category are reviewed to determine whether there is any objective evidence of impairment. If there is objective evidence, the recoverable amount is estimated and compared with the carrying amount. If the estimated recoverable amount is lower, the carrying amount is reduced to its estimated recoverable amount, and an impairment loss is recognised immediately in profit or loss.

1.3 Tax

Tax expenses

No provision has been made for taxation as the organisation is not liable for taxation due to Section(1)(cN) of the Income Tax Act.

1.4 Inventories

Inventories are measured at the lower of cost and estimated selling price less costs to complete and sell, on the first-in, first-out (FIFO) basis.

1.5 Impairment of assets

If there is any such indication, the recoverable amount of any affected asset (or group of related assets) is estimated and compared with its carrying amount. If the estimated recoverable amount is lower, the carrying amount is reduced to its estimated recoverable amount, and an impairment loss is recognised immediately in profit or loss.

If an impairment loss subsequently reverses, the carrying amount of the asset (or group of related assets) is increased to the revised estimate of its recoverable amount, but not in excess of the amount that would have been determined had no impairment loss been recognised for the asset (or group of assets) in prior years. A reversal of impairment is recognised immediately in profit or loss.

1.6 Employee benefits

Short-term employee benefits

The cost of short-term employee benefits, (those payable within 12 months after the service is rendered, such as leave pay and sick leave, bonuses, and non-monetary benefits such as medical care), are recognised in the period in which the service is rendered and are not discounted.

Accounting Policies

1.7 Revenue

Revenue is in the form of donations received, fundraising events, membership fees, grants received and the sale of goods.

Revenue is recognised to the extent that the company has transferred the significant risks and rewards of ownership of goods to the buyer, or has rendered services under an agreement provided the amount of revenue can be measured reliably and it is probable that economic benefits associated with the transaction will flow to the company. Revenue is measured at the fair value of the consideration received or receivable, excluding sales taxes and discounts.

Revenue in the form of donations received, fundraising events, membership fees and grants are recorded in the financial statements on receipt thereof and is measured at the fair value of the consideration received.

Interest is recognised, in profit or loss, using the effective interest rate method.

Animal Welfare Society SA, Stellenbosch

(Registration number: NPO 003-316)
Financial Statements for the year ended 31 March 2021

Notes to the Financial Statements

Figures in Rand	2021	2020

2. Property, plant and equipment

	2021			2020		
	Cost	Accumulated depreciation	Carrying value	Cost	Accumulated depreciation	Carrying value
Buildings	11 547	(2 887)	8 660	11 547	(2 309)	9 238
Leasehold property	1	-	1	1	-	1
Furniture and fixtures	25 390	(25 386)	4	25 390	(25 386)	4
Motor vehicles	680 147	(383 092)	297 055	680 147	(253 517)	426 630
Office equipment	6 725	(6 721)	4	6 725	(6 721)	4
IT equipment	15 663	(14 366)	1 297	15 663	(12 811)	2 852
Leasehold improvements	942 963	(281 864)	661 099	942 963	(234 716)	708 247
Cages, cat traps and tools	6 591	(5 386)	1 205	6 591	(3 880)	2 711
Other fixed assets	16 911	(15 302)	1 609	16 911	(11 920)	4 991
Total	**1 705 938**	**(735 004)**	**970 934**	**1 705 938**	**(551 260)**	**1 154 678**

Reconciliation of property, plant and equipment - 2021

	Opening balance	Depreciation	Closing balance
Buildings	9 238	(578)	8 660
Leasehold property	1	-	1
Furniture and fixtures	4	-	4
Motor vehicles	426 630	(129 575)	297 055
Office equipment	4	-	4
IT equipment	2 852	(1 555)	1 297
Leasehold improvements	708 247	(47 148)	661 099
Cages, cat traps and tools	2 711	(1 506)	1 205
Other fixed assets	4 991	(3 382)	1 609
	1 154 678	**(183 744)**	**970 934**

Reconciliation of property, plant and equipment - 2020

	Opening balance	Additions	Disposals	Depreciation	Closing balance
Buildings	9 815	-	-	(577)	9 238
Leasehold property	1	-	-	-	1
Furniture and fixtures	4	-	-	-	4
Motor vehicles	350 070	185 862	(1)	(109 301)	426 630
Office equipment	4	-	-	-	4
IT equipment	4 407	-	-	(1 555)	2 852
Leasehold improvements	755 395	-	-	(47 148)	708 247
Cages, cat traps and tools	1 190	2 085	-	(564)	2 711
Other fixed assets	8 373	-	-	(3 382)	4 991
	1 129 259	**187 947**	**(1)**	**(162 527)**	**1 154 678**

3. Inventories

Merchandise	306 144	262 894

4. Trade and other receivables

Prepaid expense	8 240	-

Notes to the Financial Statements

Figures in Rand	2021	2020

5. Cash and cash equivalents

Cash and cash equivalents consist of:

Cash on hand	9 822	26 435
Bank balances	1 317 621	1 761 203
	1 327 443	**1 787 638**

6. Trade and other payables

Trade payables	290 702	480 646
Deferred donation - National Lotteries Commission	-	185 000
	290 702	**665 646**

7. Revenue

Retail revenue	1 159 981	1 164 490
Clinic revenue	2 155 739	2 146 736
Municipal grant	1 012 516	941 000
Donations: shelter	1 086 922	1 797 407
Donations: other	1 851 418	1 987 100
Fundraising events	885 305	806 487
Street collections	1 950	4 150
	8 153 831	**8 847 370**

8. Other income

Profit on sale of property, plant and equipment	-	39 999
Discount received	97 597	102 820
	97 597	**142 819**

9. Operating (loss) / profit

Operating (loss) / profit for the year is stated after accounting for the following:

Profit on sale of property, plant and equipment	-	39 999
Depreciation on property, plant and equipment	183 743	162 527
Employee costs	3 629 571	3 332 233

10. Investment revenue

Interest revenue		
Bank	43 434	77 230

Notes to the Financial Statements

Figures in Rand	2021	2020
11. Cash (used in) / generated from operations		
(Loss) / profit before taxation	(217 505)	472 984
Adjustments for:		
Depreciation and amortisation	183 743	162 527
Profit on sale of assets	-	(39 999)
Interest received	(43 434)	(77 230)
Changes in working capital:		
Inventories	(43 250)	(54 545)
Trade and other receivables	(8 240)	-
Trade and other payables	(374 943)	428 198
	(503 629)	**891 935**

12. Going concern

The members believe that the organisation has adequate financial resources to continue in operation for the foreseeable future and accordingly the financial statements have been prepared on a going concern basis. The members have satisfied themselves that the organisation is in a sound financial position and that it has access to sufficient borrowing facilities to meet its foreseeable cash requirements. The members are not aware of any new material changes that may adversely impact the organisation. The members are also not aware of any material non-compliance with statutory or regulatory requirements or of any pending changes to legislation which may affect the organisation.

Animal Welfare Society SA, Stellenbosch

(Registration number: NPO 003-316)
Financial Statements for the year ended 31 March 2021

Statement of Financial Performance

Figures in Rand	Notes	2021	2020
Revenue			
Retail revenue		1 159 981	1 164 490
Clinic revenue		2 155 739	2 146 736
Municipal grant		1 012 516	941 000
Fundraising events		885 305	806 487
Street collections		1 950	4 150
Donations: shelter		1 086 922	1 797 407
Donation: other		1 851 418	1 987 100
	7	**8 153 831**	**8 847 370**
Cost of sales		-	-
Other income			
Discount received		97 597	102 820
Profit on disposal of assets		-	39 999
		97 597	**142 819**
Expenses (Refer to page 18)		**(8 512 367)**	**(8 594 435)**
Operating (loss) / profit	9	**(260 939)**	**395 754**
Investment income	10	43 434	77 230
(Loss) / profit for the year		**(217 505)**	**472 984**

The following supplementary information does not form part of the financial statements and is unaudited.

Animal Welfare Society SA, Stellenbosch

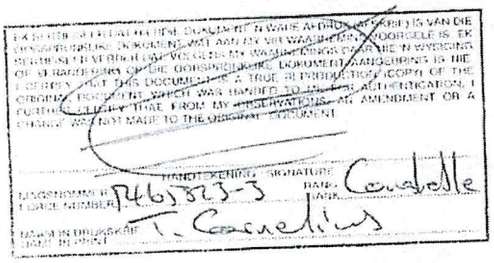
(Registration number: NPO 003-316)
Financial Statements for the year ended 31 March 2021

Statement of Financial Performance

Figures in Rand	Notes	2021	2020
Operating expenses			
Bank charges		77 377	73 364
Cleaning		220 175	234 943
Clothing expense		4 960	-
Computer expenses		34 867	29 408
Consulting and professional fees		7 800	12 670
Depreciation		183 743	162 527
Employee costs		3 629 571	3 332 233
Food expense		386 963	618 780
Fundraising expense		194 600	216 239
IT expenses		82 905	77 159
Insurance		67 595	61 917
Licenses		1 608	945
Medical expense		2 032 949	1 921 302
Motor vehicle expenses		35 001	44 554
Municipal expenses		11 085	10 029
Other expenses		6 172	-
Pest control		6 222	11 129
Petrol and oil		177 422	186 158
Printing and stationery		13 115	14 758
Protective clothing		18 736	12 504
Repairs and maintenance		237 442	466 128
Retail expenses		689 038	693 107
Security		7 565	9 743
Staff welfare		10 400	2 803
Sterilisation expenses		310 500	330 000
Sundry expense		15 931	18 177
Telephone and internet		48 621	51 154
Training		-	490
Travel - local		4	2 214
		8 512 367	**8 594 435**

The following supplementary information does not form part of the financial statements and is unaudited.

Only original copy of our NPO-registered & FICA-registered Constitution



CONSTITUTION

THE ANIMAL WELFARE SOCIETY OF SOUTH AFRICA: STELLENBOSCH

Reg. No.: FR 08 800364 000 1



Devon Valley Road, Stellenbosch
P.O Box 90, Stellenbosch,7599
(021) 886 4901

CONSTITUTION

OF THE ANIMAL WELFARE SOCIETY OF SOUTH AFRICA: STELLENBOSCH
(Fund-Raising No. 08 800364 000 1)

Devon Valley Road, Stellenbosch
P.O. Box 90, Stellenbosch, 7599
Tel : (021) 886 4901

1. NAME

1.1 The name of the Society shall be: **THE ANIMAL WELFARE SOCIETY OF SOUTH AFRICA:STELLENBOSCH**

1.2 It's shortened name will be : A.W.S.: STELLENBOSCH

1.3 The Society shall :

- Exist in its own right, separately from its members or office-bearers.
- Continue to exist even when its membership changes and there are different office-bearers.
- Be able to own property and other possessions.
- Be able to sue and be sued in its own name.

2. HEADQUARTERS

The headquarters of the Society shall be at Stellenbosch.

3. AREA OF OPERATION

The area in which the Society will carry out the objects shall be:

- the Municipal area of STELLENBOSCH and the magisterial district of Stellenbosch including Webersvallei (formerly Jamestown), Koelenhof, Kylemore, Lynedoch*, Muldersvlei, Pniel, Vlottenburg* (*up to the Annandale Road on the South), and up to the Stellenbosch side of the Blackheath Road which forms the boundary on the Eerste River/Kleinvlei side on the west.

Appeals for the purpose of fund-raising activities as prescribed by the Fund-Raising Act No. 107 of 1978 or Nonprofit Organisations Act No. 71 of 1997, whichever is applicable, may be made to the public by any means thought fit in the areas detailed above.

4. OBJECTS

The objects of the Society shall be:

(a) To prevent cruelty to animals and to promote animal welfare;

(b) To prevent wanton and improper treatment of animals;

(c) To encourage kindness and consideration towards animals including the establishment and promotion of junior movements;

(d) To endeavor to have all laws for the protection of animals enforced;

(e) To create and sustain a general interest in the carrying out of these objects by education, example, practical activities and propaganda;

(f) In genuine necessitous cases to afford such free treatment and assistance to animals as may be found possible;

(g) To erect and maintain animal homes, animal hospitals and similar undertakings where and whenever this is deemed necessary and/or feasible;

(h) To implement all or any of the aforegoing objects by any lawful means.

5. POWERS OF THE SOCIETY

The Society is empowered generally to transact such business and conduct such affairs as are necessary for the proper fulfillment of its objects as laid down in Section 4 hereof, viz.

(a) To acquire funds for the purpose of the Society by means of subscriptions, by accepting donations, grants and bequests and by any other lawful means;

(b) To utilize these funds or any part thereof in any manner which may be necessary or expedient for the proper conduct of the functions of the Society;

(c) To do everything necessary for the proper and businesslike control and conduct of the affairs of the Society;

(d) That should the services of a fund-raiser be made use of for the collection of contributions, the expenses (remuneration and/or commission included) may not exceed 40% of the total proceeds of the collection.

6. MEMBERSHIP

Membership shall be open to members of any racial group who may legally become members; provided that the Executive Committee may, at its sole and absolute discretion, refuse membership to any person whose membership it considers undesirable.

Membership of the Society shall consist of the following categories:

(a) **Ordinary Members** and **Junior Members** – persons who subscribe the annual amount fixed from time to time by the Executive Committee; a **Junior Member** is a person under the age of 16 years;

(b) **Life Members** – persons who subscribe a single sum of money fixed from time to time by a General Meeting of the Society

(c) **Honorary Life Members** – persons appointed by the Executive Committee for services to the Society or to animals which, in the opinion of the Executive Committee, merit such recognition. Such members shall not be required to pay any subscription.

(d) **Corporate Members** – companies, firms, or other bodies which subscribe an annual amount not less than R100-00 (one hundred Rand).

Such members shall be entitled to nominate, in writing, a person to represent them, and such person shall whilst he/she remains a nominee, be subject to the same conditions, and entitled to the same rights and privileges as any Ordinary Member.

(e) All subscriptions shall become due twelve calendar months after the last payment was made to the Society and shall be regarded as being in arrears if they are not paid within three calendar months of that date.

(f) Any member who is six months in arrears with his/her subscription, shall not be entitled to vote.

7. POWERS AND PRIVILEGES OF MEMBERS

(a) All classes of members, except Junior Members, shall be entitled to attend and vote at the General Meetings of the Society and shall be eligible for election as officers or members of the Committee, provided that they are in good standing with the Society. 'In good standing' shall mean that all subscriptions and other monies due to the Society, shall have been paid.

(b) A minimum period of one month's membership shall elapse before a member is entitled to vote at an Annual General Meeting.

(i) Each member entitled to attend and vote at any meeting, shall have one vote.

(ii) At any general meeting, voting shall be decided on a show of hands unless a poll be demanded. This shall be taken in a manner and at a time as determined by the Chairman or person presiding at the meeting.

(iii) When any ballot is necessary, two scrutineers shall be elected by the Chairman.

(iv) Any member in arrears with any payment due to the Society shall be disqualified from voting.

(v) All decisions shall require a simple majority vote, unless otherwise stipulated. The Chairman shall have a casting vote in addition to his deliberative vote, in the event of an equality of votes.

(c) Paid employees of the Society shall be eligible for membership of the Society, but neither they, nor their near relations by blood or marriage shall be eligible as Trustees, Officers, or members of the Executive Committee; provided that the term 'paid employees' shall not be regarded as referring to persons to whom the Executive Committee may vote *honoraria* or other payments for specific services to the Society.

(d) The Executive Committee may, at its sole and absolute discretion, expel or suspend any member who has, in its opinion, been guilty of conduct prejudicial to the objects, interests, or reputation, to the Society. On being notified of such expulsion or suspension, such member may, in writing, request the Executive Committee to reconsider its decision, and may make such representations and draw attention to such facts as he/she may deem relevant to his/her request.

(e) If the Executive Committee adheres to its decision thereafter, the matter shall be placed on the agenda of the next General Meeting of the Society, pending which the expulsion of suspension will remain effective, and the member concerned is debarred from alleging any prejudice in regard thereto.

(f) The liability of the members is limited to the amount in arrears in respect of their subscriptions and any other amounts which they may owe to the Society.

(g) A member may resign by giving written notice to the Secretary and shall be deemed to have resigned if his annual subscription is more than twelve months in arrears; provided that such resignation shall not absolve the member concerned from any liability in respect of any arrear subscription, or any current subscription or other amount which is, or may become due to the Society up to the next following the date of such resignation.

(h) It is a condition of membership that members are deemed to be aware of and to be bound by this Constitution and any amendments thereto.

8. MEETINGS

(a) **Annual General Meetings** shall be held at such time and place as the Executive Committee may decide. This should if at all possible, take place within in five months after the end of the financial year.

(i) **Six members** shall form a quorum at the Annual General Meeting. The retiring Chairman shall be the Chairman at the Annual General Meeting, and the Chairman shall be the Chairman at an **Extraordinary General Meeting**. The Chairman shall have a casting vote at any of the above meetings.

(ii) A majority of members of the Society or of the Executive Committee may request the Chairman to call an Extraordinary General Meeting, but the purpose of such meeting shall be communicated to the Chairman before the calling of such a meeting.

(b) Notice of Meetings

(i) Notices for the Annual General Meeting to be advertised in a newspaper circulating in the Society's area of operations, at least 14 (fourteen) days prior to the date of the Annual General Meeting, in both English and Afrikaans; and written notice be sent to all members entitled to attend and vote at least 7 (seven) days before the date of such meeting, but the non-receipt of such notice by any member shall not invalidate the proceedings at the meeting.

(ii) The Honorary Secretary shall give notice in writing to members of the Executive Committee not less than 4 (four) or more than 7 (seven) days before the day fixed for a meeting of the Executive Committee.

The Honorary Secretary shall give 14 (fourteen) days notice for the calling of an **Extraordinary General Meeting.**

(c) Business to be transacted at an Annual General Meeting

(i) to adopt the Minutes of the previous Annual General Meeting;

(ii) to receive and consider the Annual Report of the Executive Committee on the affairs of the Society, together with the duly audited Balance Sheet and Income and Expenditure Account for the preceding year;

(iii) the Chairman of the Society shall be elected annually at the Annual General Meeting;

(iv) to elect the members of the Executive Committee;

(v) to deal with any business within the competence of the meeting;

(vi) to appoint an Auditor who may not be a member of the Executive Committee.

(d) Extraordinary General Meeting

(i) an Extraordinary General Meeting may be called by the Executive Committee at any time;

(ii) the Executive Committee shall call an Extraordinary General Meeting upon receipt of a requisition signed by at least 30 (thirty) members and such requisition must specify the object for which the meeting is desired;

(iii) the notice calling an Extraordinary General Meeting must state the object for which the meeting is called and **no other business may be transacted at that meeting**. The notification procedure to be followed is the one as laid down for an Annual General Meeting.

9. QUORUM

(a) Six members shall constitute a quorum at any General Meeting except an Extraordinary General Meeting where the **quorum shall be 30 (thirty)**.

(h) If at any meeting the Chairman and Vice-Chairman are not present at the time appointed for holding the meeting, the Members of the Executive Committee present shall elect one of their number to act as Chairman for the duration of such meetings.

(i) The Executive Committee shall be empowered to appoint such sub-committees as it may consider necessary for the better carrying out of its functions. The Chairman or Vice-Chairman shall be a member of all sub-committees, ex officio.

(j) The Executive Committee shall conduct the day to day business of the Society and deal with urgent problems which may arise.

11. POWERS OF THE EXECUTIVE COMMITTEE

Without impairing the authority in any way from the generality of the powers conferred upon it by Clause (g) hereof, the Executive Committee may:

(a) Appoint and at its discretion, remove or suspend such attorneys, agents, secretaries, officers, clerks and servants as it may consider expedient and determine their duties and fix and vary their salaries and emoluments and *honoraria* (if any) and require security in such instances and to such amounts as thought fit;

(b) Appoint one or more Trustees (who need not be members of the Society) to administer any funds or assets of the Society on such terms as may be thought fit and define and determine the conditions of such appointment and to terminate any such appointments;

(c) Institute, conduct, defend, compound or abandon any legal proceedings by or against the Society or its Officers or otherwise concerning the affairs of the Society, to compound and allow time for payment of satisfaction of any debts due and of any claims or demands by or against the Society;

(d) Invest and deal with any monies of the Society upon such securities and on such terms as it may think fit, and from time to time, vary or realize such investments;

(e) Acquire by purchase, donation, lease, exchange or by any other means, any immovable property calculated to benefit and to advance the Society's objects; construct or cause to be constructed any buildings or structures for the attainment of the objects of the Society, and to sell or otherwise dispose of any such property;

(f) Make, alter or rescind regulations and rules for the efficient control of the Society, its members and employees, provided the rules, alterations thereto or rescissions thereof so made, shall not be in conflict with this Constitution;

(g) Carry out and give effect to all resolutions of the members at an Annual General Meeting and where no special direction is given as to the execution of any resolution, carry it out in such a manner and form as the Executive Committee may in its discretion think fit;

(h) Do all such other acts as may be necessary or desirable in the attainment of the objects of the Society or any of them;

(i) Borrow money for use in the furtherance of its objects, mortgage any property owned by the Society and perform any such acts as may be necessary to give effective security for the repayments of such loans;

(j) Open one or more banking accounts in the name of the Society and operate the same and draw, endorse, make or execute bills of exchange, promissory notes, cheques and other negotiable instruments connected with the business of the Society, provided that such bills of exchange, cheques and other negotiable instruments shall be signed by at least two (2) of the three (3) persons duly authorized thereto by the Executive Committee, all of whom shall at all times be members of the Executive Committee. All payments of R100 or more must be made by cheque.

12. FINANCE AND ADMINISTRATION OF FUNDS

The Income and Property of the Society from whatever source derived, shall be applied solely towards the promotion of the objects of the Society as set forth in this Constitution and Rules. No portion thereof shall be paid or transferred directly by way of dividend or bonus or otherwise by way of profit, to persons who at the time, are, or have been, members of the Society, or to any person claiming through any of them, provided that nothing herein shall prevent the payment in good faith of remuneration to any Officers or other Servants of the Society or other person in return for any services rendered to the Society. Such payment must be a reasonable amount for the work that has been done. A member/office-bearer of the Society can only get money back from the Society for expenses that he/she has paid for/or on behalf of the Society.

(a) Banking

All monies of the Society shall be lodged in registered Commercial Bank. All payments of R100-00 (one hundred Rand) or more must be made by cheque, signed by at least two of the three authorized members of the Executive Committee. Any payments made from a Petty Cash float which the Executive Committee has agreed upon, are not included in this provision.

(b) Books, Accounts and Records

(i) A register of members shall be kept in such a form as determined by the Executive Committee, provided that it complies with any relevant legislation.

(ii) The Executive Committee shall cause proper books to be kept in which a true and satisfactory account of all transactions shall be recorded. It will be the treasurer's job to control the day-to-day finances of the Society and also to keep proper records of all the finances.

(iii) A receipt shall be given for all monies received and they shall be deposited to the credit of the Society in a banking account.

(iv) The Auditor appointed at the Annual General Meeting shall have access at all times, to the books and accounts of the Society and shall certify the financial statement based there-on.

(v) In all respects, accounting records shall comply with the relevant provisions of the Fund-Raising Act No. 107 of 1978 or the Nonprofit Organisations Act No. 71 of 1997, whichever is applicable.

(vi) The financial year of the Society shall end on the last day of March in each year.

13. LEGAL PROCEEDINGS

All legal proceedings instituted by or brought against the Society shall be in the name of the Chairman for the time being of the Society and the *domicilium citandi et executandi* of the Society shall be the address of the Society as registered in terms of the Nonprofit Organisations Act of 1997.

14. PROPERTY

The Society shall have the right to acquire by way of purchase, donation, exchange or otherwise, movable or immovable property. The immovable property of the Society shall be vested in a Board of Trustees, consisting of three (3) members of the Society, to be elected at the Annual General Meeting or at an Extraordinary General Meeting of the Society. The Trustees shall not have the power to deal with the immovable property of the Society in any way without the authority of a resolution by the Executive Committee.

The movable property of the Society shall be vested in the Executive Committee.

Members or office-bearers of the Society have no rights in the property or other assets of the Society.

15. WINDING UP OR DISSOLUTION

The Society may close down if at least two-thirds of the members present and voting at a meeting convened for the purpose of considering such matter are in favour of closing down.

If, upon winding up the Society, there remains after satisfaction of all its debts and liabilities, any property, movable or immovable, the same shall not be paid to or distributed among the members of the Society or any other private person, but the Executive Committee, with the concurrence of the Trustees, shall have the right to deliver or transfer the same to any Institution, Body or Society, which, in the opinion of the Executive Committee, will carry on the **objects** of the Society in the Stellenbosch and Stellenbosch District area and which is/are authorised in terms of the Fund-Raising Act of 1978 or the Nonprofit Organisations Act No. 71 of 1997, whichever is applicable, to collect contributions.

Failing any such Institution, Body or Society being available, such property may, at the discretion of the Executive Committee or the Trustees, be transferred to another nonprofit organization that has similar objectives.

16. AMENDMENTS TO THE CONSTITUTION AND RULES

No amendments to the Constitution and Rules shall be adopted until it has been approved by two-thirds of the Members present and voting at any Annual General or Extraordinary General Meeting of the Society.

The proposed amendments shall be incorporated in the notice of such a meeting.

17. INDEMNITY CLAUSE

The Members of the Executive Committee and any or all duly appointed officers of the Society shall be and are hereby jointly and severally indemnified out of and from the funds and property of the Society against any loss or liability or damage resulting from the lawful execution of their respective duties provided that such loss or liability or damage shall not have been occasioned by *mala fides* in any act of commission or omission or in willful default of neglect of the authority vested in them.

18. INTERPRETATION

The Executive Committee shall in its sole discretion, interpret the meaning and effect of any of the provisions of the Constitution and its decision thereupon shall be final and binding upon all concerned. In the interpretation of any clauses of the Constitution the meaning shall not be restricted by reference to any other clause or by the juxtaposition of two or more clauses. In the event of any ambiguity, the interpretation placed thereon shall be considered in such a way as to widen and not to restrict the powers of the Society.

In this Constitution, words importing the singular shall include the plural and vice versa; words importing the masculine shall include the feminine.

Sign:_____
Chairman

Sign:_____
As Witness

SUID-AFRIKAANSE POLISIEDIENS
STASIEKOMMISSARIS
STELLENBOSCH
2019 -04- 26
STELLENBOSCH
STATION COMMISSIONER
SOUTH AFRICAN POLICE SERVICE

EK SERTIFISEER DAT HIERDIE DOKUMENT 'N WARE AFSKRIF (KOPIE) IS VAN DIE OORSPRONKLIKE DOKUMENT WAT AAN MY VIR ONDERSOEK VOORGELÊ IS. EK SERTIFISEER VERDER DAT, VOLGENS MY WAARNEMINGS, DAAR NIE 'N WYSIGING OF VERANDERING OP DIE OORSPRONKLIKE DOKUMENT AANGEBRING IS NIE.
I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE ORIGINAL DOCUMENT WHICH WAS PRESENTED TO ME FOR VERIFICATION. I FURTHER CERTIFY THAT FROM MY OBSERVATIONS, NO AMENDMENT OR A CHANGE HAS BEEN MADE TO THE ORIGINAL DOCUMENT.
MAGSNOMMER / FORCE NUMBER 746585-3
HANDTEKENING / SIGNATURE
DATUM / DATE
RANK
NAAM IN DRUKSKRIF / NAME IN PRINT T. Cornelius

ANIMAL WELFARE SOCIETY STELLENBOSCH

BUDGET PROJECTION

	31-Mar-20	31-Mar-21	31-Mar-22
INCOME Clinic	R 752 680,50	R 827 948,55	R 910 743,41
INCOME Cattery- Adoptions	R 186 340,00	R 204 974,00	R 225 471,40
INCOME Kennels – Adoptions	R 264 203,50	R 290 623,85	R 319 686,24
INCOME Retail – Shop	R 479 160,00	R 527 076,00	R 579 783,60
INCOME Inspectorate	R 3 993,00	R 4 392,30	R 4 831,53
DONATIONS (Not Static)	R 519 090,00	R 570 999,00	R 628 098,90
MUNICIPALITY	R 998 250,00	R 1 098 075,00	R 1 207 882,50
SAINTS	R 133 100,00	R 146 410,00	R 161 051,00
FUNDS INCOME & FUNDRAISING	R 998 250,00	R 1 098 075,00	R 1 207 882,50
BEQUESTS	R -	R -	R -
COLLECTION TINS	R 6 655,00	R 7 320,50	R 8 052,55
MEMBERSHIP FEES	R 479,16	R 527,08	R 579,78
BANK INTEREST	R 5 576,52	R 6 134,17	R 6 747,59
GROSS INCOME TOTAL	**R 4 347 777,68**	**R 4 782 555,45**	**R 5 260 810,99**
Accounting Fees	R 3 686,87	R 4 055,56	R 4 461,11
Advertising & Promotions	R 5 324,00	R 5 856,40	R 6 442,04
Bank Charges	R 49 513,20	R 54 464,52	R 59 910,97
Cleaning & Hygiene	R 119 790,00	R 131 769,00	R 144 945,90
Cattery - other expenses	R 67 148,95	R 73 863,85	R 81 250,23
Clinic – Other	R 87 712,90	R 96 484,19	R 106 132,61
Computer Expenses	R 7 986,00	R 8 784,60	R 9 663,06
Consumables	R 7 986,00	R 8 784,60	R 9 663,06
Electricity & Water	R 6 655,00	R 7 320,50	R 8 052,55
Food Expenses (Cattery, Clinic, Kennels)	R 133 100,00	R 146 410,00	R 161 051,00
Animal Camp Maintenance - Fenced Grass Area	R 21 029,80	R 23 132,78	R 25 446,06
General Sundry	R 5 324,00	R 5 856,40	R 6 442,04
Pest Control	R 11 979,00	R 13 176,90	R 14 494,59
Kennels - other expenses	R 16 624,19	R 18 286,61	R 20 115,27
INSURANCE incl. staff	R 55 902,00	R 61 492,20	R 67 641,42
Vet Medication, Drugs, Body removal.	R 56 687,29	R 62 356,02	R 68 591,62
Fuel	R 87 846,00	R 96 630,60	R 106 293,66
Ambulance (Car) Licences	R 1 464,10	R 1 610,51	R 1 771,56
Motor Vehicle Security Tracker System	R 12 684,43	R 13 952,87	R 15 348,16
Ambulance Maintenance	R 38 599,00	R 42 458,90	R 46 704,79
Printing & Stationery	R 46 585,00	R 51 243,50	R 56 367,85
Repairs & Maintenance (Buildings & Premises)	R 59 895,00	R 65 884,50	R 72 472,95
Retail Shop Stock Purchases	R 665 500,00	R 732 050,00	R 805 255,00
Salaries (Shelter and Vet Clinic) incl. PAYE & UIF	R 2 295 975,00	R 2 525 572,50	R 2 778 129,75
Security Clinic & Head Office	R 1 450,79	R 1 595,87	R 1 755,46
Staff Expenses (Training/Team Build/Uniforms)	R 33 807,40	R 37 188,14	R 40 906,95
Telephone, Internet & Switch Board	R 59 895,00	R 65 884,50	R 72 472,95
ANNUAL Operational Costs for Shelter TOTAL	**R 3 960 150,92**	**R 4 356 166,01**	**R 4 791 782,61**
ANNUAL SURPLUS	**R 387 626,76**	**R 426 389,43**	**R 469 028,38**
Funding required for Operational Costs 50%	**R 1 980 075,46**	**R 2 178 083,01**	**R 2 395 891,31**
Funding required for sterilisations 100%	**R 500 000,00**	**R 500 000,00**	**R 500 000,00**
TOTAL FUNDING REQUIRED	**R 2 480 075,46**	**R 2 678 083,01**	**R 2 895 891,31**

No provision has been made for bequests since these are unpredictable

An average of 10% has been added to costs and income

Any increase in R500 "Sterilisation Package" costs will be balanced by decreasing animal 'unspayed' population

Costs for sterilisations are calculated as follows:

Budget 2018/2019 R 500.00/sterilisation
Budget 2019/2020 R 500.00/sterilisation
Budget 2020/2021 R 500.00/sterilisation

ANIMAL WELFARE SOCIETY OF S.A. STELLENBOSCH
Registration No: 003-316 N.P.O
P.O. Box 90, Stellenbosch, 7599
Devon Valley Road, Stellenbosch
Tel: 021 883 9129
Website: www.awss.co.za
Email: info@awss.co.za
BEE Compliant
ALL MONETARY DONATIONS TAX DEDUCTIBLE

REFERENCES

1. FIONA MCKEND
   Graaffs Trust Limited
   Telephone: +27 21 464 3100
   Email: fiona@graaffs.co.za

2. ANGELO JULIES
   Eikestad Nuus
   Telephone: +27 63 748 5751
   Email: angelo.julies@media24.com

3. CARRIE WARD
   Marchig Animal Welfare Trust
   Telephone: 0033 (0)555 608055
   Email: applications@marchigtrust.org

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

CREDITOR CONTROL FORM / KREDITEUR KONTROLE VORM

COMPANY DETAILS

CREDITOR CONTACT DETAIL / KREDITEUR KONTAK BESONDERHEDE (Supplier / Verskaffer, Organization / Organisasie)

REGISTERED NAME / GEREGISTREERDE NAAM	Animal Welfare Society Stellenbosch

PHYSICAL STREET ADDRESS / FISIESE STRAAT ADRES:	POSTAL ADDRESS / POS ADRES: (If different to physical address)
STREET NAME: Devon Valley Road SUBURB: Devon Valley TOWN: Stellenbosch POSTAL CODE: 7600	PO BOX 90 TOWN Stellenbosch POSTAL CODE: 7599
TEL: 021 883 9129	FAX / FAKS:

PERSON

CREDITOR CONTACT PERSON DETAIL / KREDITEURE KONTAK PERSOON BESONDERHEDE

NAME AND SURNAME / NAAM EN VAN	Lorna Lucie Hughes	
TEL: 021 883 9129	FAX / FAKS:	CELL / SEL: 073 420 3300
EMAIL / EPOS: llhughes@telkomsa.net		

BANK DETAILS

CREDITOR BANKING DETAIL / KREDITEURE BANK BESONDERHEDE:

NAME OF BANK / NAAM VAN BANK	Nedbank		
BANK ACCOUNT NAME / BANK REKENING NAAM	Animal Welfare Society Stellenbosch		
BANK ACCOUNT NUMBER / BANK REKENING NOMMER	149 804 2856		Nedbank Limited Reg No. 1951/000009/06 STELLENBOSCH 11 APR 2022 SALES CONSULTANT (071) 16 - 99 - 45
BRANCH NUMBER / TAKKODE:	149 821		
ACCOUNT TYPE / TIPE REKENING	CHEQUE / TJEK	✓	
	SAVING / SPAAR		
	TRANSM		
VAT REGISTERED / BTW GEREGISTREER	YES / JA		VAT / BTW NO:
	NO / NEE	✓	

SIGNATURE / HANDTEKENING: _____

OFFICE USE / KANTOOR GEBRUIK

CREDITOR NO / KREDITEUR NO: _____

Create a new creditor / Skep van nuwe Krediteur ☐
Changing of creditors details / Verandering op Krediteur inligting ☐
Deleting of creditor / Uitwis van Krediteur ☐

REQUESTED BY: AANGEVRA DEUR:	DATE: DATUM:	DEPARTMENT: DEPARTEMENT
MOTIVATION: MOTIVERING:		
ENTERED BY: INGEVOER DEUR:		DATE: DATUM:

G.P.-S. 021-0006

CERTIFICATE OF REGISTRATION OF NONPROFIT ORGANISATION

In terms of the Nonprofit Organisations Act, 1997, I am satisfied that .....
The Animal Welfare Society Of South Africa: Stellenbosch
.....
(name of the nonprofit organisation)

meets the requirements for registration.

The organisation's name was entered into the register on **24 January 2001**
(date)

Registration number

003-316 NPO

.....

Director's signature

G. Smith

.....

Date 24 January 2001

Department of Social Development

NO: 42025

TAX EXEMPTION UNIT

Office
Pretoria

Enquiries
Mrs. RM Gomes

Telephone
(012) 422 8823

Facsimile
(012) 422 8830

Room
M11

Reference*
RG/0055/04/08

PBO File No.*
930 019 431

Date
25 April 2008

The Chairperson
Animal Welfare Society of SA Stellenbosch
PO Box 90
STELLENBOSCH
7599

South African Revenue Service

SARS: TEU
Pro-Equity Court
1250 Pretorius Street
Hatfield, 0028

PO Box 11955
Hatfield, 0028

Switchboard: (012) 422 8800
SARS online: www.sars.gov.za
E-mail: teu@sars.gov.za

*Please quote our reference numbers in your correspondence with TEU.

Dear Sir

APPROVAL IN TERMS OF SECTION 18A: ANIMAL WELFARE SOCIETY OF SOUTH AFRICA: STELLENBOSCH

We write with reference to your application for approval in terms of section 18A(1)(a) of the Income Tax Act.

1. It is confirmed that:-

   1.1 the public benefit organisation has been approved for purposes of section 18A(1)(a) of the Act and donations to the organisation will be tax deductible in the hands of the donors in terms of and subject to the limitations prescribed in section 18A of the Act;

2. The following information must be given on the tax deductible receipts issued:

   2.1 the reference number of the public benefit organisation, issued by the Commissioner for the purposes of this section; (The reference number quoted on this letter.)

   2.2 the date of the receipt of the donation;

2/...

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2.3 the name of the public benefit organisation, which received the donation, together with an address to which enquiries may be directed in connection therewith;

2.4 the name and address of the donor;

2.5 the amount of the donation or the nature of the donation (if not made in cash); and

2.6 a certification to the effect that the receipt is issued for the purposes of section 18A of the Income Tax Act, 1962, and that the donation has been or will be used exclusively for the object of the public benefit organisation concerned.

Sincerely

RMGomes
Mrs. RM Gomes
Tax Exemption Analyst
for THE COMMISSIONER SOUTH AFRICAN REVENUE SERVICE



South African Revenue Service
Suid-Afrikaanse Inkomstediens
Uphiko lwezimali Ezingenayo eNingizimu Afrika
Tirelomatlotlo ya Afrika-Borwa

1250 Pretorius Street, Hatfield, 0028
P O Box 11955, Hatfield, 0028
SARS online: www.sars.gov.za
Telephone (012) 422 8800
Fax (012) 422 8830

Facsimile Transmission

Tax Exemption Unit

TO	GENERAL MANAGER	FROM	Cheryl Tanga
COMPANY		REFERENCE	901 8103 185
TEL NUMBER	086545 7083	TEL NUMBER	(012) 422 8824
FAX NUMBER	086 545 7083	FAX NUMBER	(012) 422 8830
PAGE COUNT WITH COVER	3	DATE	29/07/2010
SUBJECT	INCOME TAX EXEMPTION :ANIMAL WELFARE SOCIETY OF SA STELLENBOSCH		

IF YOU DO NOT RECEIVE THIS TRANSMISSION IN FULL, PLEASE CALL THE SENDER
This telefax communication is intended solely for the use of the individual or entity to whom or which it is addressed and may contain confidential and/or privileged information. If you are not the intended recipient you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender by telephone.

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SARS

TAX COMPLIANCE STATUS
Verification

ANIMAL WELFARE SOCIETY OF SA
DEVON VALLEY ROAD
STELLENBOSCH
7599

Enquiries should be addressed to SARS:

Contact Detail

SARS
Alberton
1528

Contact Centre Tel: 0800 00 SARS (7277)
SARS online: www.sars.gov.za

Details

Taxpayer Reference Number: 7740701091

Always quote this reference number when contacting SARS

Issue Date: 2022/04/13

Dear Animal Welfare Society Of Sa

TAX COMPLIANCE STATUS VERIFICATION

With reference to your tax compliance status (TCS) verification request, the South African Revenue Service (SARS) confirms the following:

TCS Verification	
Taxpayer Name	Animal Welfare Society Of Sa
Trading Name	ANIMAL WELFARE SOCIETY OF SA
Tax Reference Number(s)	7740701091
PIN	1F79F831D6
Date of Verification	2022/04/13
Tax Compliance Status Type	Good Standing
Tax Compliance Status	Compliant
Tax Compliance Status Description	The taxpayer is registered for tax and is currently compliant in respect of filing and payment responsibilities

Should you have any queries please call the SARS Contact Centre on 0800 00 SARS (7277). Remember to have your taxpayer reference number at hand when you call to enable us to assist you promptly.

Sincerely

ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE

Name:	ANIMAL WELFARE SOCIETY OF SA	Timestamp:	8859859
Tax reference No:	7740701091	Year:	2022
Form ID:	RFDTCS	Page of Page:	01:01
Content Version:	v2013.01.01	Template version:	v2013.01.01

MARCH 2022

	AWSS INCOME SATEMENT	MAR 21	TOTAL YTD	APRIL 2021	MAY 2021	JUNE 2021	JULY 2021	AUG 2021	SEPT 2021	OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022	TOTAL YTD
	APRIL 2021 - MARCH 2022		Last Year													New Year
CODES	TOTAL INCOME	543 646.44	8 295 112.34	616 580.82	507 908.92	502 821.74	2 522 634.37	864 407.54	489 091.25	567 012.96	631 490.96	525 249.88	608 062.52	675 694.73	626 036.08	9 136 991.77
1000/001	Income - Adoptions - Cattery	26 250.00	264 540.00	34 400.00	30 100.00	30 600.00	24 900.00	15 180.00	13 500.00	30 600.00	45 000.00	30 600.00	34 500.00	56 500.00	25 300.00	371 180.00
1000/003	Income - Adoptions - Kennels	46 650.00	470 430.00	42 150.00	33 350.00	34 100.00	37 550.00	27 900.00	38 300.00	36 350.00	30 300.00	19 800.00	39 150.00	54 400.00	75 000.00	468 350.00
	ADOPTIONS INCOME	72 900.00	734 970.00	76 550.00	63 450.00	64 700.00	62 450.00	43 080.00	51 800.00	66 950.00	75 300.00	50 400.00	73 650.00	110 900.00	100 300.00	839 530.00
1000/002	Income - Clinic	196 555.50	2 155 739.12	194 481.36	179 932.79	156 563.30	163 297.15	167 867.41	162 340.69	188 533.47	196 133.74	180 356.70	211 265.59	202 045.29	215 219.81	2 218 037.30
	CLINIC INCOME	196 555.50	2 155 739.12	194 481.36	179 932.79	156 563.30	163 297.15	167 867.41	162 340.69	188 533.47	196 133.74	180 356.70	211 265.59	202 045.29	215 219.81	2 218 037.30
1000/004	Income - Retail	88 887.78	969 336.25	93 982.29	86 521.72	97 047.66	85 745.25	99 196.98	89 903.70	79 955.20	87 584.84	82 188.00	105 047.30	89 195.12	103 326.91	1 099 694.97
1500/040	Fundraising - Beverages	4 795.45	43 544.90	4 782.60	3 195.90	3 785.90	3 053.24	3 511.90	3 273.70	4 890.75	4 259.76	6 506.55	5 550.60	6 243.10	4 941.40	53 995.40
1400/041	Recurring Projects - Dog Box Shop Income	13 590.00	156 354.50	10 905.00	8 729.00	15 839.00	20 048.00	10 615.00	21 255.00	21 260.00	17 120.00	11 400.00	25 302.30	16 990.00	17 907.30	197 370.60
	RETAIL INCOME	107 273.23	1 169 235.65	109 669.89	98 446.62	116 672.56	108 846.49	113 323.88	114 432.40	106 105.95	108 964.60	100 094.55	135 900.20	112 428.22	126 175.61	1 351 060.97
1000/007	Income - Bequests	-	682 499.18	-	-	-	500 000.00	-	-	-	-	-	-	-	-	500 000.00
	BEQUESTS INCOME	-	682 499.18	-	-	-	500 000.00	-	-	-	-	-	-	-	-	500 000.00
1100/010	Subsidy Income - Municipality	-	1 012 516.00	-	-	-	1 042 891.48	-	-	-	-	-	-	-	-	1 042 891.48
	MUNICIPAL GRANT INCOME	-	1 012 516.00	-	-	-	1 042 891.48	-	-	-	-	-	-	-	-	1 042 891.48
1050/004	Donations - Special Funds - Sterries	-	210 000.00	-	-	-	368 000.00	411 483.49	-	40 000.00	-	-	25 000.00	-	-	844 483.49
1100/020	Subsidy Income - Saints	-	144 502.00	-	-	-	-	-	-	-	90 000.00	-	-	-	-	90 000.00
1500/001	Fundraising - MARCHIG Donation	-	293 040.00	-	-	-	-	-	-	-	-	-	-	-	-	-
	OTHER GRANT INCOME	-	647 542.00	-	-	-	368 000.00	411 483.49	-	40 000.00	90 000.00	-	25 000.00	-	-	934 483.49
1010/001	Donations - Cattery	2 150.00	34 458.60	1 385.00	2 847.30	6 645.00	1 346.00	2 190.00	2 550.00	3 680.00	6 650.00	3 600.00	3 922.00	2 590.00	2 868.00	40 273.30
1020/001	Donations - For Food - Cattery	300.00	7 450.00	-	300.00	300.00	300.00	300.00	1 200.00	-	12 170.00	4 825.00	598.40	150.00	175.00	20 318.40
1030/001	Donations - Treatments - Cattery	-	250.00	-	-	-	-	-	-	-	-	-	-	-	-	-
1050/001	Donations - Special Funds - Cattery	1 000.00	24 000.00	91 000.00	18 250.00	2 000.00	-	-	-	20 000.00	-	-	14 800.00	-	-	146 050.00
1300/002	Funds Income - Cat Feeding Sponsor	7 480.00	60 000.00	5 380.00	7 080.00	5 180.00	5 830.00	5 830.00	5 580.00	5 530.00	5 530.00	5 780.00	5 530.00	5 380.00	5 030.00	67 660.00
1010/002	Donations - Clinic	1 860.00	5 172.10	-	640.00	-	-	-	-	-	-	-	-	-	435.00	1 075.00
1030/002	Donations - Treatments - Clinic	-	2 600.00	-	-	-	-	-	-	200.00	-	-	-	-	-	200.00
1010/003	Donations - Kennels	3 700.00	39 442.40	5 609.80	14 217.00	13 885.00	3 545.00	9 730.00	7 580.00	8 048.00	19 565.00	15 250.00	10 220.00	7 380.00	6 650.00	121 679.80
1020/003	Donations - For Food - Kennels	-	10 844.90	3 950.00	1 400.00	-	-	-	-	-	-	700.00	-	-	1 937.00	7 987.00
1030/003	Donations - Treatments - Kennels	-	6 970.00	500.00	-	-	500.00	-	3 790.00	-	-	300.00	-	800.00	2 550.00	8 440.00
1050/003	Donations - Special Funds Kennels	-	-	-	-	-	-	-	-	-	-	-	-	20 000.00	-	20 000.00
1000/008	Donations - Outreach	1 850.00	34 290.00	17 060.00	2 770.00	9 200.00	3 430.00	1 050.00	1 200.00	1 400.00	1 350.00	5 090.00	25 750.00	1 500.00	1 500.00	71 300.00
1010/005	Donations - Head Office	98 421.17	981 500.45	68 974.34	76 540.87	87 487.73	213 557.86	65 620.30	86 608.27	82 162.03	61 435.42	111 595.12	56 342.38	146 154.58	111 068.25	1 167 547.15
	INDIVIDUAL GIVING	116 761.17	1 206 978.45	193 859.14	124 045.17	124 697.73	228 508.86	84 720.30	108 508.27	121 020.03	106 700.42	147 140.12	117 162.78	183 954.58	132 213.25	1 672 530.65
1300/004	Funds Income - My School	10 370.60	126 127.64	10 375.21	11 185.02	10 039.36	12 169.26	10 528.68	11 707.69	10 509.85	10 280.67	11 674.84	10 902.88	15 391.58	11 413.66	136 178.70
1500/003	Fundraising - Covid 19 Lockdown	-	138 901.40	-	-	-	-	-	-	-	-	-	-	-	-	-
1500/005	Fundraising - Beanie Sales	-	251.60	-	-	100.00	-	-	-	200.00	-	100.00	-	-	100.00	500.00
1500/006	Fundraising - Animal Masks	751.80	2 403.60	803.60	-	-	800.00	300.00	1 000.00	600.00	-	-	400.00	200.00	100.00	4 203.60
1500/008	Fundraising - Peer to Peer	-	-	-	-	-	-	-	-	-	-	-	-	6 271.10	-	6 271.10
1500/020	Fundraising - Dog Coats	-	251.20	-	-	-	-	-	-	-	-	-	-	-	-	-
1500/021	Fundraising - Buffs	-	769.80	-	-	-	-	-	-	-	-	-	-	-	-	-
1500/022	Fundraising - Key Rings	-	-	-	-	-	-	-	-	16.40	-	49.30	25.00	-	-	90.70
1500/023	Fundraising - Wine Charms	-	-	-	-	-	-	-	-	-	30.00	90.00	-	-	-	120.00
1500/035	Fundraising - Paws on Board	-	360.00	-	150.00	50.00	100.00	-	350.00	50.00	50.00	-	50.00	100.00	-	900.00
1500/045	Fundraising - Bumper Stickers/Licence Disks	-	489.26	-	-	20.00	80.00	-	80.00	140.00	120.00	40.00	20.00	20.00	20.00	540.00
1400/003	Recurring Projects - T-Shirt Income	180.00	5 426.64	-	-	900.00	900.00	180.00	-	560.00	158.10	-	-	180.00	360.00	3 238.10
1400/007	Recurring Projects - Santa's Box Income	-	2 950.00	-	-	-	-	-	-	-	-	-	-	-	-	-
1400/010	Recurring Projects - Puppy Block	250.00	2 850.00	250.00	250.00	-	500.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	-	2 750.00
1400/012	Recurring Projects - Virtual Adoptions	-	1 700.00	-	-	-	-	-	-	-	-	-	-	-	-	-
1400/013	Recurring Projects - Tins Income	-	6 404.10	-	-	-	-	-	-	-	-	-	-	-	800.00	800.00
1400/014	Recurring Projects - Head Office Renovation	11 000.00	66 000.00	5 500.00	5 500.00	5 500.00	5 500.00	5 500.00	5 500.00	5 500.00	5 500.00	5 500.00	5 500.00	5 500.00	5 500.00	66 000.00
1400/015	Recurring Projects - Dog Walk Income	-	17 931.00	-	-	-	-	-	-	-	2 510.00	-	200.00	8 403.80	-	11 113.80
1400/019	Recurring Projects - Mandela Day Income	67.00	8 904.00	67.00	67.00	67.00	6 444.00	67.00	-	67.00	67.00	67.00	67.00	67.00	67.00	7 114.00
1400/020	Recurring Projects - 1000 Life Changes	400.00	3 400.00	800.00	250.00	250.00	200.00	200.00	-	400.00	200.00	200.00	200.00	200.00	200.00	3 100.00
1400/025	Recurring Projects - Raffle Tickets Income	-	7 175.00	-	-	-	-	-	-	-	-	-	-	-	-	-
1400/027	Recurring Projects - AWSS Sopping Bags	35.00	4 028.10	350.00	125.60	140.00	105.00	175.00	210.00	210.00	490.00	315.00	140.00	-	-	2 260.60
1400/028	Recurring Projects - Kennel Feeding Scheme	10 250.00	120 100.00	10 150.00	11 750.00	9 900.00	10 600.00	9 900.00	12 400.00	9 900.00	10 250.00	12 550.00	11 850.00	10 350.00	14 550.00	134 150.00
1400/044	Recurring Projects - Bamboo Straws Income	-	30.00	-	-	-	304.00	-	409.00	-	-	60.00	-	-	-	773.00
	FUNDRAISING	33 304.40	516 453.34	28 295.81	29 277.62	26 966.36	37 702.26	27 100.68	31 906.69	28 403.25	29 905.77	30 896.14	29 604.88	46 933.48	33 110.66	380 103.60
1000/005	Income - Cat Trap Rental	-	1 950.00	300.00	800.00	-	900.00	2 000.00	-	900.00	2 500.00	1 200.00	-	600.00	-	9 200.00
1000/006	Income - Inspectorate Travel	1 909.50	26 197.50	1 660.40	1 270.00	2 323.00	1 970.00	2 849.50	1 665.00	2 000.00	2 184.97	2 135.00	2 895.00	3 040.00	3 034.00	27 026.87
2700/000	Discount Received for Early Payment	11 307.81	97 596.92	8 514.42	7 983.95	8 508.70	6 489.89	9 835.76	8 061.35	7 581.17	14 264.27	8 022.10	7 474.15	11 169.32	11 964.36	109 869.44
2750/000	Bank Interest Received	3 634.83	43 434.18	3 249.80	2 702.77	2 390.09	1 578.24	2 146.52	3 376.85	5 519.09	5 537.19	5 005.27	5 109.92	4 623.84	4 018.39	45 257.97
2800/000	Pft/Loss on Non Current Assets	-	-	-	-	-	-	-	7 000.00	-	-	-	-	-	-	7 000.00
	OTHER INCOME	16 852.14	169 178.60	13 724.62	12 756.72	13 221.79	10 938.13	16 831.78	20 103.20	16 000.26	24 486.43	16 362.37	15 479.07	19 433.16	19 016.75	198 354.28
		MAR 21	TOTAL	APRIL 2021	MAY 2021	JUNE 2021	JULY 2021	AUG 2021	SEPT 2021	OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022	TOTAL
	TOTAL EXPENSES	756 152.98	8 328 877.74	705 565.85	794 735.10	673 515.96	666 100.16	659 141.76	821 811.55	676 875.13	766 120.95	823 734.96	693 608.92	731 361.39	888 614.53	8 901 186.26
4360/001	Retail Shop - Food / Treats	44 431.71	443 296.52	59 551.49	55 328.23	41 478.25	62 343.07	42 550.60	56 322.78	42 447.43	53 457.35	44 320.38	57 991.51	56 142.32	51 202.10	623 135.51
4360/002	Retail Shop - Medical (deworm/tick/flea)	14 480.75	196 761.93	18 132.75	9 609.94	12 474.84	6 843.88	16 680.22	14 849.08	11 445.56	9 207.80	12 955.20	17 253.08	13 995.61	21 551.54	164 999.50
4360/004	Retail Shop - Other (collars, leads etc)	1 624.89	48 979.78	8 530.91	5 243.44	6 467.19	9 928.94	399.98	5 550.51	4 619.07	8 581.40	6 424.21	7 252.38	2 349.42	7 355.74	72 703.19
2001/000	Dog Box Expenses	3 250.00	35 267.94	2 079.90	2 100.00	2 500.00	3 607.37	2 200.00	3 000.00	3 750.00	2 700.00	2 050.00	3 863.55	3 278.00	2 850.00	33 978.82
2006/000	Beverages Expenses	3 751.10	37 732.90	4 007.30	2 771.00	2 426.20	2 024.40	3 661.00	2 906.80	3 191.50	4 545.10	3 443.30	6 942.80	3 936.80	3 037.00	42 893.20
3325/000	Computer Expenses - Retail	-	-	-	-	-	325.00	-	-	-	-	-	-	-	-	325.00
4400/004	Salaries - Retail Shop	9 034.25	103 715.66	9 214.64	9 018.09	8 953.01	8 790.01	9 071.60	9 010.03	8 720.59	9 008.80	10 491.43	8 720.18	9 155.14	8 685.01	108 838.53
4410/004	PAYE & UIF - Retail Shop	597.85	6 508.52	642.38	593.86	577.78	537.53	607.07	591.87	520.39	591.55	587.28	520.29	627.70	437.73	6 835.43
4660/004	Uniforms - Retail Shop	525.00	525.00	-	-	-	-	-	-	-	-	-	-	-	-	-
	RETAIL EXPENSES	77 695.55	872 788.25	102 159.37	84 664.56	74 877.27	94 400.20	75 170.47	92 231.07	74 694.54	88 092.00	80 271.80	102 543.79	89 484.99	95 119.12	1 053 709.18
3760/001	Food - Animals - Cattery	17 092.74	139 281.91	8 261.66	9 618.83	5 137.64	-	19.19	1 707.27	587.15	7 317.49	2 610.32	2 401.69	1 560.40	4 971.30	44 192.94
4100/001	Medical - Animals - Cattery	33 179.02	232 451.88	20 369.48	25 124.87	17 131.70	19 787.52	10 513.21	14 462.44	19 794.96	32 276.08	25 288.87	34 871.39	18 380.00	38 141.84	276 142.36
3250/001	Cleaning & Hygiene - Cattery	18 451.45	113 905.35	4 368.17	11 882.02	467.75	2 165.05	3 663.00	8 037.59	13 970.98	16 463.86	1 067.62	4 065.11	3 884.25	4 032.84	74 068.24
3800/003	Other - Cattery (Cages, Toys etc)	499.90	499.90	-	-	-	-	-	-	-	1 700.05	-	-	-	1 676.80	3 376.85
4400/001	Salaries - Cattery	30 365.70	374 834.86	30 881.63	30 512.74	28 423.74	28 289.49	29 296.08	28 533.17	28 524.64	38 623.87	37 044.30	27 337.36	23 935.21	28 079.52	359 481.75
4410/001	PAYE & UIF - Cattery	2 060.66	28 449.86	1 994.11	1 872.86	1 507.09	1 544.29	1 752.30	1 601.78	1 490.00	3 887.16	2 163.92	2 263.46	1 487.10	1 449.48	23 013.55
3850/001	Insurance - Liberty Life	302.50	3 465.00	302.50	302.50	302.50	302.50	302.50	302.50	363.00	302.50	332.75	332.75	332.75	332.75	3 811.50
4660/001	Uniforms - Cattery	1 575.00	2 849.50	-	-	720.00	-	-	488.00	-	-	-	-	-	-	1 208.00
4700/001	Wages - Casual - Cattery	400.00	1 930.00	-	-	-	-	800.00	-	-	-	-	5 750.00	4 625.00	-	11 175.00
4201/001	Printing & Stationery - Cattery	-	-	-	95.60	-	-	-	-	-	-	-	-	-	-	95.60
4350/001	Repairs & Maintenance - Cattery	294.00	4 351.53	2 107.00	850.00	-	4 326.00	85.00	1 351.00	-	72.00	-	-	119.97	-	8 910.97
4355/001	Repair & Maintenance Projects - Cattery Roof	-	-	13 480.00	-	-	-	-	-	-	-	-	-	-	-	13 480.00
4355/007	Repair & Maintenance Projects - Cattery Extention	-	-	-	67 200.00	-	26 658.00	-	5 354.00	24 337.10	-	-	-	26 309.00	-	149 858.10
	CATTERY EXPENSES	104 220.97	902 019.79	81 764.55	147 459.42	53 690.42	83 072.85	46 431.28	61 837.75	89 067.83	100 643.01	68 507.78	77 021.76	80 633.68	78 684.53	968 814.86
3760/002	Food - Animals - Clinic	885.96	14 344.56	1 530.36	2 732.62	188.60	783.56	323.10	2 868.65	200.10	1 087.07	1 449.31	1 548.54	1 353.87	1 908.26	15 974.04
4100/002	Medical - Animals - Clinic	140 182.72	1 161 341.61	84 508.69	130 027.47	78 101.26	99 253.49	113 962.92	96 481.86	96 521.50	115 055.51	97 283.58	115 583.15	144 495.98	124 524.27	1 295 799.68
3800/002	Clinic - Other (Theater Drapes / Cages etc)	-	7 679.44	-	-	-	-	-	-	369.00	-	-	-	-	-	369.00

4400/002	Salaries - Clinic	79 648.57	946 884.12	80 180.48	79 647.90	80 229.56	78 532.46	71 266.53	77 913.71	78 091.78	78 645.12	88 081.34	78 550.78	82 663.36	77 228.86	951 031.88
4410/002	PAYE & UIF - Clinic	14 444.55	175 728.60	14 466.56	14 350.56	14 556.61	14 521.87	14 575.13	14 055.22	14 153.60	15 438.04	14 337.77	14 310.46	14 462.59	13 915.52	173 143.93
4660/002	Uniforms - Clinic	5 010.00	6 185.00	-	-	-	-	-	-	-	-	-	-	-	-	-
4700/002	Wages - Casual - Clinic	3 550.00	22 471.60	8 554.84	2 150.00	1 450.00	2 025.00	800.00	2 100.00	-	600.00	2 100.00	-	7 200.00	6 516.68	33 496.52
3250/002	Cleaning & Hygiene - Clinic	945.95	21 556.71	1 358.13	1 100.95	1 140.49	2 364.71	1 181.18	706.01	1 176.79	1 134.00	2 301.84	1 571.55	2 546.58	2 683.64	19 265.87
4201/002	Printing & Stationery - Clinic	51.00	649.21	56.00	-	-	69.90	-	-	-	294.90	9.90	-	51.95	-	482.65
3310/000	Computer Expenses - Clinic	-	-	-	-	-	-	642.50	-	3 627.50	-	-	-	-	-	4 270.00
4350/002	Repairs & Maintenance - Clinic	57.50	11 667.37	954.00	2 110.00	-	1 450.00	1 420.00	-	1 614.65	-	-	-	480.47	-	8 029.12
	CLINIC EXPENSES	244 776.25	2 368 508.22	191 609.06	232 119.50	175 666.52	199 000.99	204 171.36	194 125.45	195 754.92	212 254.64	205 563.74	211 564.48	253 254.80	226 777.23	2 501 862.69
3760/003	Food - Animals - Kennels	19 528.00	195 604.09	19 260.45	24 824.00	37 184.46	1 622.64	8 028.38	16 456.64	2 477.44	133.88	1 869.37	4 218.14	2 071.68	3 501.88	121 648.96
4100/003	Medical - Animals - Kennels	42 910.13	486 163.37	39 168.10	39 009.60	42 102.81	40 114.61	42 968.22	46 445.75	34 606.35	65 554.97	25 492.88	32 885.08	30 935.42	40 555.78	479 839.57
3800/001	Kennels - Other (Collars, Leads etc)	-	1 135.80	-	-	-	-	-	-	-	-	-	-	-	-	-
4400/003	Salaries - Kennels	45 093.27	531 881.77	51 876.47	47 265.79	48 124.63	44 401.98	76 747.86	48 699.60	47 114.56	44 886.86	52 447.28	45 974.94	44 830.23	46 381.12	598 751.32
4410/003	PAYE & UIF - Kennels	1 666.95	20 059.35	2 257.81	1 925.91	1 957.06	1 557.58	6 415.32	2 033.68	1 894.16	1 876.56	1 815.47	2 271.43	1 875.30	2 175.46	28 055.74
4700/003	Wages - Casual - Kennels	-	2 090.00	-	-	1 712.82	3 475.00	950.00	600.00	3 000.00	2 965.00	10 175.00	7 330.00	2 375.00	-	32 582.82
4660/003	Uniforms - Kennels	3 675.00	5 835.90	-	-	-686.99	-	118.00	2 377.00	599.00	-	478.00	700.00	1 115.00	-	4 700.01
3250/003	Cleaning & Hygiene - Kennels	5 860.10	44 579.73	2 234.89	1 219.75	4 086.23	5 277.14	4 348.04	3 471.34	1 048.42	8 653.85	4 171.34	6 387.00	3 222.30	5 653.29	49 773.59
3340/000	Computer Expenses - Kennels	-	-	-	-	-	-	-	-	-	535.00	-	-	880.00	-	1 415.00
4201/003	Printing & Stationery - Kennels	-	88.00	-	-	-	-	-	-	-	320.00	-	39.95	-	-	359.95
4350/003	Repairs & Maintenance - Kennels	477.60	3 670.71	7 599.36	108.20	1 999.50	-	-	1 662.70	2 082.80	47.80	-	944.60	2 226.46	-	16 621.42
	KENNELS EXPENSES	119 211.05	1 241 108.72	122 397.08	114 353.25	136 480.52	96 448.95	139 575.82	121 746.71	92 772.73	124 973.92	96 449.34	100 751.14	89 531.39	98 267.53	1 333 748.38
4400/007	Salaries - Fundraising	31 566.33	370 972.06	31 466.33	31 466.33	31 437.93	31 437.93	31 437.93	31 437.93	31 437.93	31 437.93	32 937.93	31 437.93	31 437.93	31 671.22	379 045.25
4410/007	PAYE & UIF - Fundraising	8 539.89	102 880.08	8 539.89	8 539.89	8 596.69	8 596.69	8 596.69	8 596.69	8 596.69	8 596.69	8 596.69	8 596.69	8 596.69	8 363.40	102 813.39
3770/000	Fundraising Expenses	6 724.67	83 188.11	5 946.92	6 005.83	8 399.50	6 711.76	6 076.90	6 285.20	5 904.18	6 108.21	65 625.60	6 020.70	6 475.41	6 236.03	135 796.24
3771/000	Fundraising Website Expenses	-	-	-	-	-	-	-	20 135.00	-	20 000.00	-	-	-	-	40 135.00
2000/000	Beanie Expenses	-	3 449.43	-	-	-	-	-	-	-	-	-	-	-	-	-
2009/000	Shoppers Expenses	-	5 812.10	-	-	-	-	1 845.75	-	-	-	-	-	-	-	1 845.75
2010/000	Paws On Board Expenses	-	360.00	-	-	-	-	-	-	-	-	-	-	-	-	-
2011/000	T-Shirt Expenses	-	4 000.00	-	-	2 045.00	-	-	-	-	-	-	-	-	10 906.60	12 951.60
2012/000	Animal Mask Expenses	-	960.00	845.00	360.00	-	-	-	720.00	-	-	-	-	-	-	1 925.00
2013/000	Key Ring Expenses	-	-	-	-	-	-	-	780.00	-	-	-	-	-	-	780.00
	FUNDRAISING EXPENSES	46 830.89	571 621.78	46 798.14	46 372.05	50 479.12	46 746.38	47 957.27	67 954.82	45 938.80	66 142.83	107 160.22	46 055.32	46 510.03	57 177.25	675 292.23
4400/006	Salaries - Inspectorate	24 399.93	290 175.56	25 662.91	23 868.00	24 505.49	22 780.78	24 321.42	24 214.58	23 804.44	25 054.72	28 184.09	24 161.96	24 546.92	24 148.43	295 253.74
4410/006	PAYE & UIF - Inspectorate	2 561.50	32 226.13	2 865.49	2 430.14	2 587.55	2 161.68	2 542.10	2 515.73	2 493.76	2 723.13	2 755.08	2 502.73	2 597.78	2 351.63	30 526.80
4660/006	Uniforms - Inspectorate	1 050.00	1 940.30	534.80	-	-	496.60	-	-	-	-	-	-	67.90	-	1 099.30
3850/002	Insurance - Sanlam	253.55	2 880.68	253.55	253.55	253.55	253.55	253.55	253.55	253.55	253.55	253.55	253.55	253.55	278.90	3 067.95
4150/001	Fuel - CL 45303	5 755.67	73 362.51	6 412.13	7 965.09	5 712.22	8 127.38	7 934.55	7 471.61	7 041.95	8 896.25	7 863.08	3 952.44	6 961.68	9 815.64	88 154.02
4150/002	Fuel - CL 33948 / CL 85456	6 250.63	61 033.81	5 763.60	5 708.55	4 616.25	5 876.25	5 963.30	4 950.40	6 074.85	2 437.65	6 949.63	6 785.70	5 212.72	7 193.62	67 532.52
4150/020	Bakkie Maintenance	50.00	35 000.55	70.00	88.00	5 200.00	6 825.00	968.00	2 230.00	3 450.00	14 899.00	-	2 300.00	7 070.00	6 890.00	49 990.00
4150/030	Motor Vehicle Licences & Fines	-	1 608.00	-	-	-	-	200.00	1 888.60	-	-	-	-	-	-	2 088.60
4150/040	Motor Vehicle Security	642.16	7 564.86	642.16	642.16	642.16	642.16	642.16	642.16	669.99	669.99	669.99	669.99	669.99	669.99	7 872.90
4201/009	Printing & Stationery - Inspectorate	-	433.89	50.00	-	-	-	-	-	24.99	229.90	-	-	-	-	304.89
4700/006	Wages - Casual - Inspectorate	-	-	-	-	250.00	3 375.00	-	-	-	-	-	-	-	-	3 625.00
	INSPECTORATE EXPENSES	40 963.44	506 226.29	42 254.64	40 955.49	43 767.22	50 538.40	42 825.08	44 166.63	43 813.53	55 164.19	46 675.42	40 626.37	47 380.54	51 348.21	549 515.72
4100/004	Medical - Animals - Outreach	13 609.00	202 992.15	22 066.30	17 076.90	13 576.90	12 021.18	13 257.50	14 967.60	18 024.50	22 761.30	11 034.20	20 438.80	22 433.50	20 775.60	208 434.28
4430/000	Sterilisation Mass Campaign Expenses	-	310 500.00	-	-	-	-	-	120 840.00	-	-	108 870.00	700.00	1 050.00	143 770.00	375 230.00
3760/004	Food - Animals - Outreach	4 105.50	60 628.58	7 156.70	6 878.60	11 662.90	252.00	318.70	1 251.20	8 181.40	-	2 295.40	238.50	4 411.40	3 081.62	45 728.42
	OUTREACH EXPENSES	17 714.50	574 120.73	29 223.00	23 955.50	25 239.80	12 273.18	13 576.20	137 058.80	26 205.90	22 761.30	122 199.60	21 377.30	27 894.90	167 627.22	629 392.70
3450/008	Assets Under R 5000	-	-	-	-	-	-	-	1 899.00	1 999.00	-	-	-	-	-	3 898.00
3200/000	Bank Charges	7 068.53	77 376.99	7 356.92	7 363.33	6 965.81	6 193.27	6 092.63	6 946.78	6 586.62	7 680.43	6 627.07	7 684.26	8 013.03	8 171.81	85 681.96
3250/005	Cleaning & Hygiene - Head Office	273.36	40 133.45	900.51	187.57	4 874.96	1 027.86	818.07	735.54	861.59	620.02	1 315.11	722.84	-	928.37	12 992.44
3320/000	Computer Expenses	931.75	34 867.23	356.50	1 147.38	6 056.50	644.00	356.50	3 960.40	10 015.65	1 782.50	402.50	402.50	3 363.75	1 450.44	29 938.62
3350/000	Consulting Fees	650.00	7 800.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	7 800.00
3360/000	Consumables	751.75	14 777.40	1 393.44	762.87	2 030.92	-	803.80	656.90	745.87	604.90	563.40	707.80	998.80	483.80	9 752.50
3400/000	Courier & Postage	-	979.08	585.00	116.71	-	-	-	-	-	-	-	37.40	-	620.00	1 359.11
3650/000	Electricity & Water	1 053.60	11 085.00	500.00	1 343.30	547.00	700.00	600.00	754.00	1 130.00	1 081.90	700.00	1 500.00	1 179.80	800.00	10 836.00
4150/005	Fuel - Sundry	5 025.92	43 026.10	1 481.28	1 691.90	3 828.70	1 838.70	2 224.80	2 709.16	1 225.84	3 585.98	963.10	2 403.92	5 906.16	4 803.74	32 663.28
3850/003	Insurance	3 465.92	48 508.40	3 465.92	3 465.92	3 465.92	3 465.92	3 465.92	3 465.92	3 382.46	3 534.28	3 478.05	3 581.44	3 581.44	3 581.44	41 934.63
3850/005	Compensation Commissioner	-	12 741.35	-	11 461.03	-	-	-	-	-	-	-	-	-	-	11 461.03
4300/010	Land - Rental	-	-	-	-	-	-	-	-	-	-	-	-	-	23.30	23.30
4200/000	Membership Fees	-	200.00	-	-	-	-	-	-	-	-	-	-	400.00	-	400.00
4300/010	Office Equipment Rental	7 374.63	82 904.98	7 374.63	7 374.63	7 374.63	7 374.63	7 374.63	7 374.63	7 918.68	7 918.68	7 924.71	7 924.71	7 936.98	5 996.42	89 867.96
4180/000	Pest Control	460.00	6 222.20	-	238.50	977.50	517.50	977.50	517.50	517.50	517.50	517.50	517.50	1 035.00	517.50	6 851.00
4350/005	Repairs & Maintenance - Head Office	-	3 994.23	2 561.00	1 019.85	1 899.00	11.70	316.90	3 246.00	8 198.99	2 830.00	1 510.00	1 110.00	-	10 641.90	33 345.34
4350/006	Repairs & Maintenance - Premises	1 683.20	21 502.79	1 200.00	3 082.60	10 129.10	1 200.00	1 300.00	5 793.20	1 200.00	1 800.00	1 200.00	1 980.00	1 320.00	11 220.00	41 424.90
4350/007	Repairs & Maintenance - MARCHIG	12 894.38	182 728.32	-	-	-	-	-	-	-	-	-	-	-	-	-
4355/006	Repair & Maintenance Projects - Taps & Hoses	-	12 529.43	-	-	-	-	-	-	-	-	-	-	-	-	-
4201/008	Printing & Stationery - Head Office	390.70	11 743.77	299.90	2 048.60	386.78	115.50	2 834.41	2 144.70	650.98	1 005.80	290.00	1 401.80	399.75	1 315.00	12 893.22
4400/005	Salaries - Head Office	46 411.25	505 454.00	46 402.39	46 402.38	46 345.59	44 563.59	43 375.58	46 345.59	46 666.81	46 345.59	50 845.58	43 358.66	42 054.93	43 117.85	545 824.54
4410/005	PAYE & UIF - Head Office	8 275.51	98 879.33	8 272.39	8 272.40	8 385.99	8 349.99	8 326.00	8 385.99	8 385.99	8 385.99	8 386.00	8 325.65	8 299.31	7 236.39	99 012.09
4410/008	ETI - Employment Tax Incentive	-367.86	-9 976.08	-500.00	-381.13	-323.42	-	-	-673.17	-433.77	-425.16	-	-	-	-	-2 736.65
4410/010	SDL - Skills Development Levy	3 016.17	24 405.45	3 116.57	3 031.84	3 028.64	2 930.42	3 243.58	3 008.18	2 988.09	3 123.42	3 043.05	2 952.83	2 935.09	2 922.51	36 324.22
4420/000	Security - Head Office	-	-	-	-	-	-	-	-	-	-	-	270.00	-	-	270.00
4500/000	Staff Expenses	-	10 400.29	-	1 162.50	-	-	-	350.00	1 779.80	688.60	4 100.00	1 680.00	430.00	862.30	11 053.20
4550/000	Sundry Expenses	-	175.00	-	-	-	-	-	-	-	-	-	-	-	-	-
4600/000	Telephone, Internet & Fax	3 981.52	48 621.25	3 943.56	4 413.15	6 691.47	4 036.13	4 048.51	4 805.00	4 156.78	4 358.63	4 390.99	3 737.45	4 442.02	4 090.67	53 114.36
4650/000	Travel & Accomodation	-	4.00	-	-	-	-	-	-	-	-	-	-	-	-	-
4660/005	Uniforms - Head Office	1 400.00	1 400.00	-	-	-	-	2 625.45	-385.00	-	-	-	-	-	-	2 240.45
4700/005	Wages - Casual - Head Office	-	-	-	-	-	-	-	-	-	-	-	2 720.00	3 725.00	4 180.00	10 625.00
	HEAD OFFICE EXPENSES	104 740.33	1 292 483.96	89 360.01	104 855.33	113 315.09	83 619.21	89 434.28	102 690.32	108 626.88	96 089.06	96 907.06	93 668.76	96 671.06	113 613.44	1 188 850.50
	INCOME TOTAL	543 646.44	8 295 112.34	616 580.82	507 908.92	502 821.74	2 522 634.37	864 407.54	489 091.25	567 012.96	631 490.96	525 249.88	608 062.52	675 694.73	626 036.08	9 136 991.77
	EXPENSES TOTAL	756 152.98	8 328 877.74	705 565.85	794 735.10	673 515.96	666 100.16	659 141.76	821 811.55	676 875.13	766 120.95	823 734.96	693 608.92	731 361.39	888 614.53	8 901 186.26
	NET PROFIT / (LOSS)	-212 506.54	-33 765.40	-88 985.03	-286 826.18	-170 694.22	1 856 534.21	205 265.78	-332 720.30	-109 862.17	-134 629.99	-298 485.08	-85 546.40	-55 666.66	-262 578.45	235 805.51

CREDIT	DEBIT
8 295 112.34	
	8 328 877.74
	-
8 295 112.34	8 328 877.74
	-33 765.40

2021/2022

YTD	CREDIT	DEBIT
INCOME	9 136 991.77	
EXPENSES		8 901 186.26
FIXED ASSETS		-
TOTAL	9 136 991.77	8 901 186.26
PROFIT/LOSS		235 805.51

11.11.4	ADMINISTRATIVE OVERSIGHTS ON THE APPROVED GRANT IN AID (GIA) SCHEDULE OF DONATIONS APPROVED FOR 2022-2023

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **16 August 2022**

1. SUBJECT: ADMINISTRATIVE OVERSIGHTS ON THE APPROVED GRANT IN AID (GIA) SCHEDULE OF DONATIONS APPROVED FOR 2022-2023

2. PURPOSE

To consider and discuss the oversights picked up on the approved Grant in Aid schedule of donations as approved by Council on 25 May 2022.

3. DELEGATED AUTHORITY

GiA donations are approved by council as part of the budget documents.

4. EXECUTIVE SUMMARY

On completion of the 2022-2023 GiA Memorandums of Agreements with successful applicants a couple of administrative oversights were picked up in the approved schedule which requires rectification. The oversights have no financial implications for the municipality.

5. RECOMMENDATIONS

a) that the Grant Committee note the administrative oversights in the donation schedule; and

b) that the Grant Committee support and approve the changes to rectify the inaccurate reflection on the appeals component of the Grant in Aid schedule.

6. DISCUSSION / CONTENTS

6.1 Background

Council approved Grant in Aid donations to the value of R 4 592 250.15 as part of the Medium-Term Revenue and Expenditure Framework 2022/2023-2024/2025 during the 25 May 2022 Council Meeting. **(ANNEXURE 1)**

6.2 Discussion

During the process of preparing the Memorandum of Agreement documents for the successful applicants the following oversights were noted:

Duplication of awards:

- Sport for Life (p864 is a duplicate to the award indicated on p352)
- 'Bosch (p866 is a duplicate to the award indicated on p358)

The above awards were made to the value of R 40 000 each and should reflect R 0.00 on pages 864 and 866 as only one award can be made per organization per annum.

Incorrect reflection of the outcome of the appeal process:

- Masonwabe Winnie Educare (p861) is correctly indicated as recommended because the applicant did submit their financial statements, but the amount of R 40 000,00 for which they applied was omitted from the "Funds Proposed" column.

- Thanduxolo Daycare (p862) is incorrectly indicated as "not recommended" as they did correct their application by signing the document and the amount of R 40 000,00 was correctly indicated in the "Funds Proposed" column.

6.3 Financial Implications

This report has the following financial implications:

Eighty thousand rand (R80 000,00) can be deducted from the total approved amount for Grant in Aid donations due to the duplication of awards for Sport for Life and 'Bosch.

Forty thousand rand (R 40 000,00) should be added to the donations due to the omittance of the amount for Masonwabe Winnie Educare.

The above changes bring the total amount of Grant in Aid donations to R 4 552 250.15 for the 2022/2023 financial year. Forty thousand rand less than to amount approved by council on 25 May 2022.

6.4 Legal Implications

The recommendations in this report comply with Council's policies.

6.5 Staff Implications

This report has no staff implications to the Municipality.

6.6 Previous / Relevant Council Resolutions

Council approved Grant in Aid donations to the value of R 4 592 250.15 as part of the Medium-Term Revenue and Expenditure Framework 2022/2023-2024/2025 during the 25 May 2022 Council Meeting.

6.7 Risk Implications

This recommendations in the report have no risk implications for the municipality.

6.8 Comments from Senior Management

6.8.1 Director: Infrastructure Services

No comments requested.

6.8.2 *Director: Planning and Economic Development*

No comments requested.

6.8.3 Director: Protection and Community Services

Agree with the recommendations.

6.8.4 Director: Corporate Services

No comments requested.

6.8.5 Chief Financial Officer

Agree with the recommendations.

6.8.6 *Municipal Manager*

Agree with the recommendations.

GRANTS-IN-AID COMMITTEE MEETING: 2022-08-15: ITEM 3.2

RECOMMENDATIONS

In the light of the above and the reasons submitted in this report the following is recommended by the Grants Committee for approval to Council for decision:

a) that Council notes the administrative oversights in the donation schedule; and

b) that Council supports and approves the changes to rectify the inaccurate reflection on the appeals component of the Grant in Aid schedule.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2022-08-16: ITEM 7.11.4

(a) that Council notes the administrative oversights in the donation schedule; and

(b) that the Council supports and approves the changes to rectify the inaccurate reflection on the appeals component of the Grant in Aid schedule.

ANNEXURES

Annexure 1: Minutes of the 5th Council Meeting of Stellenbosch Municipality on 25-05-2022

Annexure 2: Extract of the Medium-Term Revenue and Expenditure Framework for the Financial Period 2022-2025.

FOR FURTHER DETAILS CONTACT:

NAME	Michelle Aalbers
POSITION	***Manager Community Development***
DIRECTORATE	***Community and Protection Services***
CONTACT NUMBERS	***8408***
E-MAIL ADDRESS	***Michelle.aalbers@stellenbosch.gov.za***
REPORT DATE	***10-06-2022***

ANNEXURE 1

Annexure 1

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref no.3/4/1/5

2022-05-25

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MINUTES

5TH MEETING OF THE

COUNCIL OF STELLENBOSCH MUNICIPALITY

2022-05-25 AT 10:00

MINUTES

5TH MEETING OF THE COUNCIL
OF STELLENBOSCH MUNICIPALITY

2022-05-25

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14.	**CONSIDERATION OF NOTICES OF QUESTIONS AND NOTICES OF MOTIONS RECEIVED BY THE SPEAKER**	
	NONE	
15.	**CONSIDERATION OF URGENT MOTIONS**	
16.	**URGENT MATTERS SUBMITTED BY THE MUNICIPAL MANAGER**	
16.1	PROGRESS ON THE RECRUITMENT AND SELECTION PROCESS FOR THE APPOINTMENT OF THE DIRECTOR INFRASTRUCTURE	38
17.	**REPORTS SUBMITTED BY THE SPEAKER**	
	NONE	
18.	**REPORTS SUBMITTED BY THE EXECUTIVE MAYOR**	
	NONE	
19.	**MATTERS TO BE CONSIDERED IN-COMMITTEE**	
	(SEE PINK DOCUMENTATION)	

8.3	MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK 2022/2023-2024/2025

Collaborator No: 729655

IDP KPA Ref No: Good Governance and Compliance

Meeting Date: 18 May 2022 & 25 May 2022

1. SUBJECT: MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK 2022/2023-2024/2025

2. PURPOSE

The purpose of this report is as follows:

a) To consider the views/submissions of the local community in terms of Section 23(1) (a) of Municipal Finance Management Act (Act 56 of 2003), herein after called the MFMA and to allow the Executive Mayor to respond to the views of the public envisaged in terms of Section 23 (2) (a) and (b).

b) To approve the Medium Term Revenue and Expenditure Framework (inclusive of property rates charges and taxes, tariffs and service charges), annexures and proposed amendments to the budget related policies, by-laws and other policies to Council for approval in terms of Section 16(2) of the Municipal Finance Management Act, (Act 56 of 2003).

That Council specifically note and consider the need to take up external loans to fund critically needed refurbishment of infrastructure to the amount of R441 million of which over the MTREF R140 million will be required in year one, R160 million in year two and R141 million in year three (refer to Section G: High Level Budget Overview and Table A1 Budget Summary) and confirms approval of same in order for the Chief Financial Officer to attend to the necessary legislative requirements.

3. DELEGATED AUTHORITY

FOR APPROVAL BY MUNICIPAL COUNCIL

EXECUTIVE SUMMARY

BUDGET

Attached as **APPENDIX 1** is an executive summary by the Accounting Officer.

5TH COUNCIL MEETING: 2022-05-25: ITEM 8.3

RESOLVED (nem con)

(a) that the High-Level Budget Summary, as set out in **APPENDIX 1 – PART 1 – SECTION C**; be approved;

(b) that the Annual Budget Tables as prescribed by the Budgeting and Reporting Regulations, as set out in **APPENDIX 1 – PART 1 – SECTION D**, be approved;

(c) that the proposed Grants-In-Aid allocations as set out in **APPENDIX 1 – PART 2 – SECTION J**, be approved;

(d) that the three-year Capital Budget for 2022/2023, 2023/2024 and 2024/2025, as set out in **APPENDIX 1 – PART 2 – SECTION N**, be approved for public release;

(e) that the proposed rates on properties in WCO24, tariffs, tariff structures and service charges for water, electricity, refuse, sewerage and other municipal services, as set out in **APPENDIX 3**, be approved;

(f) that the new policy and the proposed amendments to the existing budget related policies, by-laws and other policies as set out in **APPENDICES 4 - 31**, be approved;

(g) that Council specifically note and consider the need to take up an external loan, needed for investment in income generating infrastructure to the amount of R441 millions of which R140 million will be required in year one, R160 million in year two and R141 million in year three (refer to Section G: High Level Budget Overview and Table A1 Budget Summary) and confirm approval of same;

(h) that Council specifically take note of the fact that the proposed electricity charges and tariff structure is subject to NERSA approval that could change materially;

(i) that Council takes note of MFMA circulars 112 and 115 that was published to guide the MTREF for 2022/2023 to 2024/2025 as set out in **APPENDICES 32 – 33**; and

(j) that Council takes note that the public comments and submissions were considered with the compilation of the final budget.

FOR FURTHER DETAILS CONTACT:

NAME	**KEVIN CAROLUS**
POSITION	***DIRECTOR: FINANCIAL SERVICES***
DIRECTORATE	***FINANCIAL SERVICES***
CONTACT NUMBERS	***021 808 8528***
E-MAIL ADDRESS	***kevin.carolus@stellenbosch.gov.za***
REPORT DATE	***25 May 2022***

ANNEXURE 2

REPORT RECEIVED FROM COMMUNITY DEVELOPMENT: 2022/2023 GRANT-IN-AID ALLOCATIONS AND DONATIONS

1. SUBJECT

GRANT IN AID APPLICATIONS AND DONATIONS 2022/2023

2. PURPOSE

To obtain Council's approval for Grant-in-Aid (GiA) applications and recommended donations for the financial year 2022-2023.

3. DELEGATED AUTHORITY (FOR DECISION BY MUNICIPAL COUNCIL)

In terms of Municipal Finance Management Act (MFMA), Act (56 of 2003) Section 17. (3) (e) relating to content of annual budgets and supporting documents.

4. EXECUTIVE SUMMARY

The application is in terms of the annual GiA donations made to non-governmental organisations (NGOs), community-based organisations (CBOs), non-profit organisations (NPOs) or non-profit companies (NPC) and bodies that are used by government as an agency to serve the poor, marginalised or otherwise vulnerable as envisaged by the Grant in Aid Policy approved at the Council Meeting in May 2021.

5. RECOMMENDATIONS

a) That council consider and approve the recommended donations to organizations as per detailed list.

6. DISCUSSION / CONTENTS

6.1. Background

In terms of Council's Grant-in-Aid Policy, proposals were called for by means of advertisement in the press on 7 October 2021 (Eikestad Nuus) and on the municipal website and Facebook page.

The advertisement included an invitation to attend one of three compulsory workshops on either 26, 27 or 28 October 2021 to assist and give guidance on the policy and application procedure. Two hundred and eight (208) persons attended the workshops.

A workshop to assist with capacity building of small, emerging organisations was conducted on 25 October 2021 focussing on financial management. This workshop was also advertised in the local newspaper and is not compulsory. The workshop was attended by eight (8) persons.

By the closing date (29 November 2021), 155 applications were received

6.2 Discussion

The Department Community Development scrutinized and evaluated one hundred and fifty-five (155) applications representing the following categories:

CATEGORY	SUBCATEGORY	APPLICATIONS RECEIVED	APPLICATIONS RECOMMENDED/ CONDITIONALLY RECOMMENDED
Social Development	General	9	1
	Partial Care	73	30
	Disability	3	2
	Elderly	8	2
	Youth	12	7
	Substance Abuse	2	0
	Gender	3	0
	Food Security	1	1
	People Living on the Street	1	1
	Safety	1	0
	Skills Development	10	5
Health	Physical and Psychological	4	2
Environment		5	1
Sport, Art and Culture	Sport Clubs	14	7
	Art and Culture	9	2
	Total	**155**	**61**

Table 1: Applications and grant recommendations per category

The detailed list of applications received and evaluated can be found with the item.

The following wards will benefit from the recommended donations:

SUBCATEGORY	APPLICATIONS RECOMMENDED	WARDS SERVED THROUGH THE ORGANIZATIONS	RECOMMENDED AMOUNT (2021-2022)
General Soc Dev	1	1, 2, 3	40 000.00
Partial Care	30	1-3, 6, 10-16, 18	1 174 980.00
Disability	2	1, 2, 11-17	60 000.00
Elderly	2	ALL	80 000.00
Youth	7	ALL	280 000.00
Substance Abuse	0		0.00
Gender	0		0.00
Food Security	1	ALL	40 000.00
People living on the street	1	ALL	1 547 470.15
Safety	0		0.00
Skills Development	5	ALL	189 700.00
Physical and Psychological Health	2	ALL	80 000.00
Environment	1	5, 6, 9-21	40 000.00
Sport Clubs	7	1-6, 12-21	280 000.00
Art and Culture	2	ALL	80 000.00
Total	**61**		**3 892 250.15**

Table 2: Ward based recommendations and financial allocations

The reason for not recommending organizations can be found in the notes column of detailed list of applications.

The Municipality would like to support as many as possible organizations delivering valuable services within our communities but cannot disregard requirements of the MFMA (56 of 2003) Section 67 stipulating the responsibility of council to ensure donations are made to organizations who has the capacity to govern itself according to accepted financial practises and who can deliver the services for which the donation is required and benefiting the intended target audience.

Considering the expected changes in the ECD sector (function migration from the Department of Social Development to the Department of Education), the changes through the Second Amendment Bill to the Children's Act placing more responsibility on Local Government with regards to childcare facilities and the changes to the Municipal Grant in Aid

Policy (to promote compliance with the Children's Act) emphasis should be on supporting local ECD's through the Grant in Aid process.

A second opportunity to comply with the GiA policy will be available to non-qualifying applicants during the appeal during in April 2022.

Declarations of Interest:

The following declarations of interest are registered and documented as part of the Grant in Aid applications.

Process followed with applications where below declarations has relevance:

1. No councillors were involved with the assessment process. In these cases, the officials of the Community Development Section collectively completed the assessments.
2. No officials other than those in the Community Development Section were involved in the assessment process. In these cases, the officials of the Community Development Section collectively completed the assessments.
3. In instances where officials from the Community Development Section were linked to applications, the Manager Community Development completed the assessment of the applicant without inputs from said officials. It must be noted that the only link with Community Development officials is through family members of the officials and not through the official serving on the board of the applicant. In the case of one official, she is linked through her mother serving on the board and the other official is linked through her child attending the creche.

Applicant	Person	Organisation Capacity	Municipal Capacity
Family in Focus Klapmuts	John Anthony	Chairperson	Councillor
Raithby Sr Club	Ansaaf Crombie	Not specified	Councillor
Abba Programme of Badisa	Wilfred Pietersen	Vice Chairperson	Councillor
Christian Dependency Ministry	Wilfred Pietersen	Chairperson	Councillor
Geluksoord Nutsmaatskappy	Johannie Serdyn	Volunteer	Councillor
Geluksoord Nutsmaatskappy	Nicky Ceaser	Director	Official
Chennel Daycare	Janine Adams	Treasurer	Official
Chennel Daycare	Arthur Palmer	Deputy Chairperson	Official
Jessie Keet Creche	Wilfred Pietersen	Member	Councillor
Kylemore Creche	Wilfred Pietersen	Member	Councillor
Nora Tyres Creche	Wilfred Pietersen	Member	Councillor
Sizamile Creche	Wilfred Pietersen	Member	Councillor
Stelcare	Wilfred Pietersen	Member of Board	Councillor
Stellemploy	Virginia Jumat	Director	Mother of Portia Jansen
Kylemore Secondary School	Gerrit Africa	Vice Chairperson Governing Body	Official

Youth Empowerment Action	Wilhelmina Petersen	Not specified	Councillor
Stellenbosch Hospice	Wilfred Pietersen	Director	Councillor
Blue Stars United RFC	John Anthony	Chairperson	Councillor
Cape Winelands Farmworkers Sport and Recreation Ass	Tanya Carstens	Vice Chairperson	Official
Cape Winelands Farmworkers Sport and Recreation Ass	Adele Wagenaar	Member	Official
Pniel Villagers RFC	Ian Adams	Treasurer	Official
Pniel Villagers RFC	Ralphton Adams	Secretary	Councillor

The following interest were not declared but picked up by the department. These applications were dealt with the same way as where declarations were received.

Applicant	**Person**	**Organisation Capacity**	**Municipal Capacity**
Klapmuts Jr Academy	Funeka Mayembana	Parent of child in school	Official (Not declared)
Klapmuts Sport Forum	John Anthony	Chairperson	Councillor (Not declared)
Abba Programme of Badisa	Virginia Jumat	Chairperson	Mother of Portia Jansen (Not declared)

	DATE RECEIVED	**APPLICANT NAME**
1	25/01/2022	ABBA Program Of Badisa
2	31/03/2022	Isisbane Sempumelelo Educare
3	04/04/2022	Stellenbosch Hospice
4	21/12/2021	Legacy Community Development Non Profit Company
5	08/11/2021	Smart Mission
6	24/12/2021	Geluksoord Nutsmaaskappy NPC
7	05/04/2022	Feeding in Action
8	05/04/2022	Busy Kid daycare
9	06/04/2022	ACVV Stellenbosch
10	06/04/2022	Spieel collective
11	06/04/2022	Groot Drakenstien Games Club
12	04/04/2022	Youth Empowerment Action in Franschhoek
13	11/04/2022	Bottelary Hills
14	05/04/2022	Kylemore High School
15	08/04/2022	Klapmuts Junior Academy
16	07/04/2022	Lubabalo Creche Centre
17	11/04/2022	Siyavuya Creche
18	11/04/2022	Liyema Creche
19	11/04/2022	Thanduxolo Daycare
20	11/04/2022	Noxolo Educare
21	11/04/2022	SONGO.INFO TRUST
22	12/04/2022	ACVV Franschhoek
23	12/04/200	Siyanqoba Creche
24	13/04/2022	Yolies Educare
25	14/04/2022	Inam Educare
26	19/04/2022	NG Kerk Franschhoek Gemeente

27	20/04/2022	Franschhoek Hospitality
28	21/04/2022	Happiness Kideo Educare
29	21/04/2022	Sp(i)eel NPO
30	21/04/2022	Celebration Gospel Choir
31	21/04/2022	Prochorus Jonkershoek Aftercare Centre
32	21/04/2022	Sport for life NPC
33	21/04/2022	e'Bosch Heritage Project NPC
34	22/04/2022	Umthombo Wemfundo Educare
35	22/04/2022	Bridging Ability
36	22/04/2022	Efata Creche
37	22/04/2022	Little Angels
38	22/04/2022	Minkie's Educare Centre
39	22/04/2022	Sunday Spurs
40	25/04/2022	Neighbourhood Safety Initiative Non- profit Organisation
41	25/04/2022	Lethokuhle Daycare
42	25/04/2025	Siyazama Creche
43	25/04/2022	Indiphakamele Creche
44	25/04/2022	Phumelela Educare centre
45	26/04/2022	Azasakhe Daycare
46	26/042022	Bhabhathane programme
47	26/04/2022	Kin Culture
48	26/04/2022	Sibonokuhle Art Group
49	26/04/2022	Masifunde Creche
50	26/04/2022	Umtha Wemfundo Educare
51	26/04/2022	Luloyiso EducareCentre
52	26/04/2022	Masonwabe Winnie Creche
53	26/04/2022	Franschhoek Rugby Club
54	26/04/2022	Clebration Gospel Horizon
55	26/04/2022	Froggies
56	26/04/2022	Acorn Daycare
57	26/04/2022	The Lord Acre
58	26/04/2022	Ubuntu Hiking
59	26/04/2022	Tembaletu Creche
60	26/04/2022	Bana Bakgotso
61	26/04/2022	Pillars of the Nation
62	26/04/2022	Bubble Bee Educare
63	26/04/2022	Little Explores Educare
64	26/04/2022	Bianca Arts Development
65	26/04/2022	Celtic United F.C
66	28/04/2022	Raithby Seniors
67	28/4/2022	Jessie Keet Creche
68	28/04/2022	Nora Tyres Creche
69	28/04/2022	Kylemore Creche
70	28/04/2022	Sizamile Creche
71	28/04/2022	ITH Perishoo Foundation
72	29/04/2022	Jamestown football club
73	29/04/2022	Idas Valley Golden Boys and Girls
74	29/04/2022	Glen Eagles FC

6.3 Financial Implications

This report has the following financial implications:

2022-2023 (Cat A)
2 344 680.00

2022-2023 (Cat B)	2023-2024 (Cat B)	2024-2025 (Cat B)
1 547 570,15	1 634 430,49	0.00

DRAFT BUDGET TOTAL 2022-2023	3 892 250.15

Financial implications after consideration of the comments received:

2022-2023 (Cat A)
3 044 680.00

2022-2023 (Cat B)	2023-2024 (Cat B)	2024-2025 (Cat B)
1 547 570,15	1 634 430,49	0.00

FINAL BUDGET TOTAL 2022-2023	4 592 250.15

6.4 Legal Implications

The recommendations in this report comply with Council's policies and all applicable legislation.

6.5 Staff Implications

This report has no staff implications to the Municipality.

6.6 Previous / Relevant Council Resolutions:

Proposed donations were approved as part of the March 2022 Draft Budget.

6.7 Risk Implications

This report has no risk implications for the Municipality.

6.8 Comments from Senior Management:

6.8.1 Municipal Manager:

Received 25/01/2022: Ensure that the following is included in the item:

1. Detail of declarations of interest listing councillors and officials.
2. The assessment process followed where councillors and officials were linked to applications.

Ensure that all municipal officials and councillors who serve on the boards of local organisations complete a request to perform outside / private work.

6.8.2 Chief Financial Officer:

Financial Services agree with the recommendations. The funding for the Grant in Aid donations will be provided for in the Medium-Term Revenue and Expenditure Framework (MTREF/Budget).

ANNEXURES

Grant in Aid 2022-2023 Register of applications and donation recommendations

FOR FURTHER DETAILS, CONTACT:

NAME	*Michelle Aalbers*
POSITION	*Manager: Community Development*
DIRECTORATE	*Community and Protection Services*
CONTACT NUMBERS	*8408*
E-MAIL ADDRESS	*Michelle.aalbers@stellenbosch.gov.za*
REPORT DATE	*06-05-2022*

DIRECTOR: COMMUNITY AND PROTECTION SERVICES

The contents of this report have not been discussed with the Portfolio Committee Chairperson.

2022/23 GRANT-IN-AID APPLICATIONS

2022/2023 GRANT-IN-AID APPLICATIONS (SUBMISSION FOR FINAL BUDGET MAY 2022)

		Category A	Category B				
No	Applicant Name	Funds proposed	Funds proposed YEAR 1 (2022-2023)	Funds proposed YEAR 2 (2023-2024)	Funds proposed YEAR 3 (2024-2025)	Recommendation	Notes
SOCIAL DEVELOPMENT							
GENERAL							
1	ACVV Stellenbosch	0.00	0.00	0.00	0.00	NOT RECOMMENDED	GENERAL APPLICATION REQUIRE BUDGET FOR ENTIRE ORGANISATION AND NOT JUST A PROJECT.
2	Bottelary Heuwels Renosterveld Bewarea	0.00	0.00	0.00	0.00	NOT RECOMMENDED	LISTED BOARD MEMBERS DIFFER FROM WHAT IS REQUIRED BY ORGANISATIONAL CONSITUTION. FINAL FEEDBACK REQUIRED BY APRIL 2022
3	Chosen Foundation NPC	0.00	0.00	0.00	0.00	NOT RECOMMENDED	MINUTES OF INAUGURAL MEETING WHERE CONSTITUTION WAS VOTED ON NOT SIGNED. FIN STATEMENTS NOT SIGNED FOR PERIOD ENDING JUNE 2020. EXPLENATION ON 2021 FINANCES? BUSINESS PLAN LACK DETAIL. CEO RELATED TO DIRECTOR. MEMORANDUM OF INCORPORATION MAKES PROVISION FOR SUCH APPOINTMENT.

REPORT RECEIVED FROM COMMUNITY DEVELOPMENT: 2022/2023 GRANT-IN-AID ALLOCATIONS AND DONATIONS

1. SUBJECT

GRANT IN AID APPLICATIONS AND DONATIONS 2022/2023

2. PURPOSE

To obtain Council's approval for Grant-in-Aid (GiA) applications and recommended donations for the financial year 2022-2023.

3. DELEGATED AUTHORITY (FOR DECISION BY MUNICIPAL COUNCIL)

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The application is in terms of the annual GiA donations made to non-governmental organisations (NGOs), community-based organisations (CBOs), non-profit organisations (NPOs) or non-profit companies (NPC) and bodies that are used by government as an agency to serve the poor, marginalised or otherwise vulnerable as envisaged by the Grant in Aid Policy approved at the Council Meeting in May 2021.

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a) That council consider and approve the recommended donations to organizations as per detailed list.

6. DISCUSSION / CONTENTS

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	Disability	3	2
	Elderly	8	2
	Youth	12	7
	Substance Abuse	2	0
	Gender	3	0
	Food Security	1	1
	People Living on the Street	1	1
	Safety	1	0
	Skills Development	10	5
Health	Physical and Psychological	4	2
Environment		5	1
Sport, Art and Culture	Sport Clubs	14	7
	Art and Culture	9	2
	Total	**155**	**61**

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Youth	7	ALL	280 000.00
Substance Abuse	0		0.00
Gender	0		0.00
Food Security	1	ALL	40 000.00
People living on the street	1	ALL	1 547 470.15
Safety	0		0.00
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Chennel Daycare	Arthur Palmer	Deputy Chairperson	Official
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Kylemore Creche	Wilfred Pietersen	Member	Councillor
Nora Tyres Creche	Wilfred Pietersen	Member	Councillor
Sizamile Creche	Wilfred Pietersen	Member	Councillor
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	DATE RECEIVED	APPLICANT NAME
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24	13/04/2022	Yolies Educare
25	14/04/2022	Inam Educare
26	19/04/2022	NG Kerk Franschhoek Gemeente

27	20/04/2022	Franschhoek Hospitality
28	21/04/2022	Happiness Kideo Educare
29	21/04/2022	Sp(i)eel NPO
30	21/04/2022	Celebration Gospel Choir
31	21/04/2022	Prochorus Jonkershoek Aftercare Centre
32	21/04/2022	Sport for life NPC
33	21/04/2022	e'Bosch Heritage Project NPC
34	22/04/2022	Umthombo Wemfundo Educare
35	22/04/2022	Bridging Ability
36	22/04/2022	Efata Creche
37	22/04/2022	Little Angels
38	22/04/2022	Minkie's Educare Centre
39	22/04/2022	Sunday Spurs
40	25/04/2022	Neighbourhood Safety Initiative Non- profit Organisation
41	25/04/2022	Lethokuhle Daycare
42	25/04/2025	Siyazama Creche
43	25/04/2022	Indiphakamele Creche
44	25/04/2022	Phumelela Educare centre
45	26/04/2022	Azasakhe Daycare
46	26/042022	Bhabhathane programme
47	26/04/2022	Kin Culture
48	26/04/2022	Sibonokuhle Art Group
49	26/04/2022	Masifunde Creche
50	26/04/2022	Umtha Wemfundo Educare
51	26/04/2022	Luloyiso EducareCentre
52	26/04/2022	Masonwabe Winnie Creche
53	26/04/2022	Franschhoek Rugby Club
54	26/04/2022	Clebration Gospel Horizon
55	26/04/2022	Froggies
56	26/04/2022	Acorn Daycare
57	26/04/2022	The Lord Acre
58	26/04/2022	Ubuntu Hiking
59	26/04/2022	Tembaletu Creche
60	26/04/2022	Bana Bakgotso
61	26/04/2022	Pillars of the Nation
62	26/04/2022	Bubble Bee Educare
63	26/04/2022	Little Explores Educare
64	26/04/2022	Bianca Arts Development
65	26/04/2022	Celtic United F.C
66	28/04/2022	Raithby Seniors
67	28/4/2022	Jessie Keet Creche
68	28/04/2022	Nora Tyres Creche
69	28/04/2022	Kylemore Creche
70	28/04/2022	Sizamile Creche
71	28/04/2022	ITH Perishoo Foundation
72	29/04/2022	Jamestown football club
73	29/04/2022	Idas Valley Golden Boys and Girls
74	29/04/2022	Glen Eagles FC

6.3 Financial Implications

This report has the following financial implications:

2022-2023 (Cat A)
2 344 680.00

2022-2023 (Cat B)	2023-2024 (Cat B)	2024-2025 (Cat B)
1 547 570,15	1 634 430,49	0.00

DRAFT BUDGET TOTAL 2022-2023	3 892 250.15

Financial implications after consideration of the comments received:

2022-2023 (Cat A)
3 044 680.00

2022-2023 (Cat B)	2023-2024 (Cat B)	2024-2025 (Cat B)
1 547 570,15	1 634 430,49	0.00

FINAL BUDGET TOTAL 2022-2023	4 592 250.15

6.4 Legal Implications

The recommendations in this report comply with Council's policies and all applicable legislation.

6.5 Staff Implications

This report has no staff implications to the Municipality.

6.6 Previous / Relevant Council Resolutions:

Proposed donations were approved as part of the March 2022 Draft Budget.

6.7 Risk Implications

This report has no risk implications for the Municipality.

6.8 Comments from Senior Management:

6.8.1 Municipal Manager:

Received 25/01/2022: Ensure that the following is included in the item:

1. Detail of declarations of interest listing councillors and officials.
2. The assessment process followed where councillors and officials were linked to applications.

Ensure that all municipal officials and councillors who serve on the boards of local organisations complete a request to perform outside / private work.

6.8.2 Chief Financial Officer:

Financial Services agree with the recommendations. The funding for the Grant in Aid donations will be provided for in the Medium-Term Revenue and Expenditure Framework (MTREF/Budget).

ANNEXURES

Grant in Aid 2022-2023 Register of applications and donation recommendations

FOR FURTHER DETAILS, CONTACT:

NAME	*Michelle Aalbers*
POSITION	*Manager: Community Development*
DIRECTORATE	*Community and Protection Services*
CONTACT NUMBERS	*8408*
E-MAIL ADDRESS	*Michelle.aalbers@stellenbosch.gov.za*
REPORT DATE	*06-05-2022*

DIRECTOR: COMMUNITY AND PROTECTION SERVICES

The contents of this report have not been discussed with the Portfolio Committee Chairperson.

2022/23 GRANT-IN-AID APPLICATIONS

2022/2023 GRANT-IN-AID APPLICATIONS (SUBMISSION FOR FINAL BUDGET MAY 2022)

		Category A	Category B				
No	Applicant Name	Funds proposed	Funds proposed YEAR 1 (2022-2023)	Funds proposed YEAR 2 (2023-2024)	Funds proposed YEAR 3 (2024-2025)	Recommendation	Notes
SOCIAL DEVELOPMENT							
GENERAL							
1	ACVV Stellenbosch	0.00	0.00	0.00	0.00	NOT RECOMMENDED	GENERAL APPLICATION REQUIRE BUDGET FOR ENTIRE ORGANISATION AND NOT JUST A PROJECT.
2	Bottelary Heuwels Renosterveld Bewarea	0.00	0.00	0.00	0.00	NOT RECOMMENDED	LISTED BOARD MEMBERS DIFFER FROM WHAT IS REQUIRED BY ORGANISATIONAL CONSITUTION. FINAL FEEDBACK REQUIRED BY APRIL 2022
3	Chosen Foundation NPC	0.00	0.00	0.00	0.00	NOT RECOMMENDED	MINUTES OF INAUGURAL MEETING WHERE CONSTITUTION WAS VOTED ON NOT SIGNED. FIN STATEMENTS NOT SIGNED FOR PERIOD ENDING JUNE 2020. EXPLENATION ON 2021 FINANCES? BUSINESS PLAN LACK DETAIL. CEO RELATED TO DIRECTOR. MEMORANDUM OF INCORPORATION MAKES PROVISION FOR SUCH APPOINTMENT.

4	Family in Focus Klapmuts	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICATION NOT SIGNED. FINANCIAL STATEMENTS OUT DATED ENDING APRIL 2020 AND NOT SIGNED. TWO PERSONS RELATED ON BOARD. CONSTITUTION IS SILENT ON THIS AND DECISION MAKING IN SUCH INSTANCE.
5	FRANCO	40 000.00	0.00	0.00	0.00	RECOMMENDED	
6	Inkuthazo Yesizwe Organisation	0.00	0.00	0.00	0.00	NOT RECOMMENDED	DIRECTORS LISTED NOT IN LINE WITH CONSITUTION. FIN YEAR = ENDING FEBRUARY AND ESTABLISHED 2017. STATEMENTS COVER PERIOD OF 9 MONTHS AND DOES NOT REFLECT THE FIN YEAR PERIOD.
7	Isibane Community Service	0.00	0.00	0.00	0.00	NOT RECOMMENDED	CONSTITUTION REQUIRES 6 BOARD MEMBERS. APPLICANT LIST 5. BUSINESS PLAN EXTRAVIGANT FOR 10 BENFICIARIES.
8	SJ Community Hearts NPC	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO CONSTITUTION OR FINANCIAL STATEMENTS. NO BUSINESS PLAN LINKED TO BUDGET.
9	K2020/187250/08 t/a Thuma Mina Teaching Project Programme	0.00	0.00	0.00	0.00	NOT RECOMMENDED	REQUIRES CLARRIFICATION ON RELATION BETWEEN BOARD MEMBERS AND HOW DECISIONS ARE MADE AS IT IS NOT CLEAR FROM THE MEMORANDUM OF INCORPORATION. AMENDMENT DOCUMENT NOT SIGNED
		40 000.00	0.00	0.00	0.00		

PARTIAL CARE							
10	Acorn Christian Daycare Centre	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FINANCIALS NOT SIGNED OFF
11	Aitsa	0.00	0.00	0.00	0.00	CONDITIONAL	COMMIT TO PROVIDE FEEDBACK BY APRIL 2022
12	Akkerdoppies	35 560.00	0.00	0.00	0.00	RECOMMENDED	
13	Anganathi Educare	40 000.00	0.00	0.00	0.00	RECOMMENDED	
14	ATKV Abbasorg Cloetesville	39 420.00	0.00	0.00	0.00	RECOMMENDED	
15	Azasakhe Daycare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FEEDBACK REPORT NOT SIGNED. FINANCIALS INCOMPLETE. NO PROPOSAL OR BUDGET SUBMITTED.
16	Bubble Bee Educare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FIN STATEMENTS INCOMPLETE
17	Busy Kids Daycare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	REGISTRATION DOC NOT SUBMITTED. PROPOSAL NOT SUBMITTED.
18	Caring and Learning Development	40 000.00	0.00	0.00	0.00	RECOMMENDED	
19	Chennel Daycare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	INCOMPLETE FIN STATEMENTS. CONSTITUTION DOES NOT COMPLY WITH BASIC REQUIREMENTS.
20	De Hoop Daycare	40 000.00	0.00	0.00	0.00	RECOMMENDED	
21	Dig It Juniors	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO REGISTRATION DOC. FIN STATEMENT INCOMPLETE AND NOT SIGNED BY SECOND PERSON
22	Efata Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FIN STATEMENTS INCOMPLETE. NO BUDGET INCLUDED.
23	Franschhoek ECD Forum	40 000.00	0.00	0.00	0.00	RECOMMENDED	

MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK FOR THE FINANCIAL PERIOD 2022– 2025

24	Franschhoek Transformation Charter: Babethane	0.00	0.00	0.00	0.00	CONDITIONAL	COMMIT TO PROVIDE FEEDBACK BY APRIL 2022
25	Froggies Aftercare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO FIN STATEMENTS. CONSTITUTION DOES NOT COMPLY WITH BASIC REQUIREMENTS
26	Glenelly Childrens and Recreation Centre	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO PROPOSAL OR BUDGET SUBMITTED
27	Happiness Kideo	0.00	0.00	0.00	0.00	NOT RECOMMENDED	BANK FORM AND FIN STATEMENTS INCOMPLETE
28	Ikwezi Educare Centre	40 000.00	0.00	0.00	0.00	RECOMMENDED	
29	Inam Educare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FIN STATEMENT DOES NOT COVER 12 MONTHS AND HAVE BEEN IN EXISTANCE FOR YEARS.
30	Indiphakamele Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO BANK FORM AND FIN STATEMENT IS INCOMPLETE.
31	Isibane Sempumelelo	0.00	0.00	0.00	0.00	CONDITIONAL	COMMIT TO PROVIDE FEEDBACK BY APRIL 2022
32	Jessie Keet	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICANT DO NOT APPEAR ON ATT REGISTER OF COMPULSORY CLARIFICATION MEETING. BANK DETAILS AND CONSTITUTION OF DIFFERENT ORGANISATION.
33	Kayamandi ECD Forum	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO COMMITMENT TO PROVIDE FINAL FEEDBACK, FIN STATEMENT NOT SUBMITTED
34	Kin Culture	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FEEDBACK ON PREVIOUS FUNDING NOT PROVIDED

35	Klapmuts Jr Academy	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FIN STATEMENT EN MARCH 2022, BUT WAS SUBMITTED IN NOV 2021. DID NOT DECLARE PARENT OF CHILD IN SCHOOL IN DEPT RESPONSIBLE FOR GIA.
36	Kuyasa Horizon Empowerment NPC	40 000.00	0.00	0.00	0.00	RECOMMENDED	
37	Kylemore Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICANT DO NOT APPEAR ON ATT REGISTER OF COMPULSORY CLARIFICATION MEETING. BANK DETAILS AND CONSTITUTION OF DIFFERENT ORGANISATION.
38	Legacy Community Development	40 000.00	0.00	0.00	0.00	RECOMMENDED	
39	Lethokuhle Educare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FIN STATEMENTS NOT SUBMITTED
40	Lithalethu Educare Centre	40 000.00	0.00	0.00	0.00	RECOMMENDED	
41	Little Angels	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FIN STATEMENT INCOMPLETE
42	Little Butterflies	40 000.00	0.00	0.00	0.00	RECOMMENDED	
43	Little Explorers	40 000.00	0.00	0.00	0.00	RECOMMENDED	
44	Liyema Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	BANK FORM INCOMPLETE. COMMIT TO PROVIDE FEEDBACK BY APRIL 2022
45	LULOYISO Educare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FIN STATEMENT INCOMPLETE
46	Lubabalo Creche Centre	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FIN STATEMENT INCOMPLETE
47	Luthando Educare	20 000.00	0.00	0.00	0.00	RECOMMENDED	
48	Masifunde Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	BANK FORM INCOMPLETE. NO FEEDBACK REPORT

MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK FOR THE FINANCIAL PERIOD 2022– 2025

49	Masonwabe Winnie Educare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FIN STATEMENTS INCOMPLETE
50	Minkies Educare Centre	0.00	0.00	0.00	0.00	NOT RECOMMENDED	REGISTRATION DOC NOT SUBMITTED. INDICATE THAT FEEDBACK WAS PROVIDED. BUT CANNOT FIND IT IN APPLICATION DOCS.
51	Mzamo Partial Care Centre	40 000.00	0.00	0.00	0.00	RECOMMENDED	
52	Nolitha's ECD	0.00	0.00	0.00	0.00	NOT RECOMMENDED	DID NOT COMMIT TO PROVIDE FEEDBACK
53	Nora Tyres Educare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICANT DO NOT APPEAR ON ATT REGISTER OF COMPULSORY CLARIFICATION MEETING. BANK DETAILS AND CONSTITUTION OF DIFFERENT ORGANISATION.
54	Noxolo Educare	0.00	0.00	0.00	0.00	CONDITIONAL	COMMIT TO PROVIDE FEEDBACK BY APRIL 2022
55	Okuhle Connies Educare	40 000.00	0.00	0.00	0.00	RECOMMENDED	
56	Op die Plaas Preschool	0.00	0.00	0.00	0.00	NOT RECOMMENDED	BANK FORM NOT SUBMITTED
57	Petite Pre-Primary	0.00	0.00	0.00	0.00	NOT RECOMMENDED	REGISTRATION CERTIFICATE EXPIRED
58	Phakamani Educare	40 000.00	0.00	0.00	0.00	RECOMMENDED	
59	Pillars of the Nation	0.00	0.00	0.00	0.00	CONDITIONAL	COMMIT TO PROVIDE FEEDBACK BY APRIL 2022
60	Phumelela Educare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO PROOF OF REGISTRATION. FIN STATEMENTS NOT SIGNED
61	Prochorus Community Development	0.00	0.00	0.00	0.00	NOT RECOMMENDED	PREVIOUS FUNDING FOR 2020-2021. FEEDBACK REPORT AND POPS AFTER SAID PERIOD. QUOTATIONS AND INVOICES DOES NOT EQUAL PROOF OF PAYMENT.
62	Samnkies Creche	40 000.00	0.00	0.00	0.00	RECOMMENDED	
63	Sibongumusa ECD Centre	40 000.00	0.00	0.00	0.00	RECOMMENDED	

64	Simni Educare Centre	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICATION FORM NOT SIGNED. COMMITTED TO PROVIDE FINAL FEEDBACK BY APRIL 2022.
65	Sivuyise Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLIATION NOT SIGNED BY TWO PERSONS. FIN STATEMENTS INCOMPLETE
66	Siyanqoba Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FIN STATEMENT INCOMPLETE
67	Siyavuya Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICATION NOT SIGNED OR DATED.
68	Siyazama Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	DID NOT COMMIT TO PROVIDE FEEDBACK
69	Sizamile Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICANT DO NOT APPEAR ON ATT REGISTER OF COMPULSORY CLARIFICATION MEETING. BANK DETAILS AND CONSTITUTION OF DIFFERENT ORGANISATION.
70	Somelele Educare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO PROOF OF REGISTRATION. FIN STATEMENT INCOMPLETE AND APPLICATION NOT SIGNED.
71	StellCare	40 000.00	0.00	0.00	0.00	RECOMMENDED	
72	Tembalethu Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO FEEDBACK REPORT AND NOT COMMIT TO PROVIDE. APPLICATION NOT SIGNED.
73	Thanduxolo Daycare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICATION NOT SIGNED
74	Ukusiza Creche	40 000.00	0.00	0.00	0.00	RECOMMENDED	
75	Umtha Wemfundo Educare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	DID NOT PROVIDE FEEDBACK ON PREVIOUS FUNDING AND DID NOT COMMIT TO SUBMIT.
76	Umthombo Wemfundo Educare	0.00	0.00	0.00	0.00	CONDITIONAL	COMMIT TO PROVIDE FEEDBACK BY APRIL 2022
77	Unakho Day Care for Disable	40 000.00	0.00	0.00	0.00	RECOMMENDED	

78	Vinyard Houses	40 000.00	0.00	0.00	0.00	RECOMMENDED	
79	Vision Africa	40 000.00	0.00	0.00	0.00	RECOMMENDED	
80	Vision Africa	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NON ATTENDANCE OF COMPULSORY CLARRIFICATION MEETING. SECOND APPLICATION OF SAME ORGANISATION. NO FIN STATEMENTS.
81	Yolies Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICATION NOT DATED OR SIGNED. COMMITED TO PROVIDE FINAL FEEDBACK BY APRIL 2022
82	Zenzele Educare	40 000.00	0.00	0.00	0.00	RECOMMENDED	
		934 980.00	0.00	0.00	0.00		
DISABILITY							
83	Bridging Abilities	0.00	0.00	0.00	0.00	CONDITIONAL	FINAL FEEDBACK REPORT BY APRIL 2022
84	Huis Horison	40 000.00	0.00	0.00	0.00	RECOMMENDED	
85	Winelands Parasupport NPC	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NON-ATTENDANCE OF COMPULSORY CLARRIFICATION MEETING
		40 000.00	0.00	0.00	0.00		
ELDERLY							
86	ACVV Franschhoek	0.00	0.00	0.00	0.00	NOT RECOMMENDED	POLICY REQUIREMENT: GENERAL SUPPORT APPLICATION REQUIRES APPLICANT OVERAL ORGANISATIONAL BUDGET FOR FINANCIAL YEAR. ORGANISATION COMMITED TO PROVIDE FINAL FEEDBACK BY APRIL 2022.

87	Bathande Elderly and Disability Day Care	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO FINANCIAL STATEMENTS. PROPOSAL INCLUDE SALARY OF R 36 000 PER MONTH? DOCUMENT SUBMITTED DOES NOT COMPLY WITH BASIC REQUIREMENTS OF A CONSTITUTION. NON ATTENDANCE OF COMPULSORY CLARRIFICATION MEETING.
88	Geluksoord Nutsmaatskappy	40 000.00	0.00	0.00	0.00	RECOMMENDED	
89	Idas Valley Golden Boys and Girls	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FINANCIAL STATEMENTS PROVIDED NOT APPROVED. NO CONSTITUTION OR BANK FORM.
90	Raithby Senior Club	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO FINANCIAL STATEMENTS OR REGISTRATION DOCUMENTS. BANK FORM NOT SIGNED.
91	Utopia ACVV Dienstak	40 000.00	0.00	0.00	0.00	RECOMMENDED	
92	Waterblommetjies Klub	0.00	0.00	0.00	0.00	NOT RECOMMENDED	BANK FORM NOT SIGNED. FEEDBACK ON PREVIOUS FUNDING TO BE PROVIDED.
93	Young Ideas Cloetesville Community	0.00	0.00	0.00	0.00	NOT RECOMMENDED	CONSTITUTION INDICATE MIN OF 8 BOARD MEMBERS. APPLICANT LISTED 6.
		80 000.00	0.00	0.00	0.00		
YOUTH							
94	Anna Foundation	0.00	0.00	0.00	0.00	NOT RECOMMENDED	COMMIT TO PROVIDE FINAL FEEDBACK BY APRIL 2022. APPLICATION NOT SIGNED.
95	Help 2 Read	0.00	0.00	0.00	0.00	CONDITIONAL	COMMIT TO PROVIDE FINAL FEEDBACK BY APRIL 2022
96	Kylemore Secondary	0.00	0.00	0.00	0.00	CONDITIONAL	COMMIT TO PROVIDE FINAL FEEDBACK BY APRIL 2022

97	Lord's Acre, The	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NON-COMPLIANCE TO REQUIREMENT FOR ATTENDANCE OF COMPULSORY CLARIFICATION MEETING
98	Songo.Info Trust	0.00	0.00	0.00	0.00	NOT RECOMMENDED	REGISTRATION CERTIFICATE NOT SUBMITTED
99	Sport for Life	40 000.00	0.00	0.00	0.00	RECOMMENDED	
100	Sustainability Institute	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICATION REQUIRES SECOND SIGNATURE
101	Training 4 Changes NPC	40 000.00	0.00	0.00	0.00	RECOMMENDED	
102	United Christian Student's Association of SA, The	40 000.00	0.00	0.00	0.00	RECOMMENDED	
103	Usiko Stellenbosch	0.00	0.00	0.00	0.00	NOT RECOMMENDED	CAT B APPLICATION: COULD NOT DEMONSTRATE LINK TO WARD PRIORITIES, GOAL 2-7: NO TARGETS THUS NOT MEASURABLE. PLANNED TIMEFRAMES DOES NOT REFLECT FUNDING PERIOD. OUTDATED FIN STATEMENTS ENDING MARCH 2020. BANK FORM NOT SIGNED. REQUEST CONSIDERATION OF CAT A DONATION IF B NOT SUCCESFUL. DID NOT SUBMIT A BUSINESS PLAN OR BUDGET FOR CAT A.
104	Youth Empowerment Action	0.00	0.00	0.00	0.00	CONDITIONAL	COMMIT TO PROVIDE FINAL FEEDBACK BY APRIL 2022
105	Youth Outreach	40 000.00	0.00	0.00	0.00	RECOMMENDED	
		160 000.00	0.00	0.00	0.00		
SUBSTANCE ABUSE							

106	ABBA a project of BADISA Stellenbosch	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FAMILY MEMBER OF MUNICIPAL OFFICIAL ON BOARD OF ORGANISATION AND NOT DECLARED. CONSTITUTION REQUIRES 7 BOARD MEMBERS. ONLY LISTED 4. OUTDATED FIN STATEMENTS ENDING MARCH 2020. FINAL FEEDBACK REQUIRED.
107	Christian Dependancy Ministry	0.00	0.00	0.00	0.00	NOT RECOMMENDED	INDICATE THAT FEEDBACK IS PROVIDED, BUT IT IS NOT IN THE APPLICATION. NO PROOF OF REGISTRATION.
		0.00	0.00	0.00	0.00		
GENDER							
108	ITH Perishoo Foundation	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICATION NOT SIGNED. NO BUSINESS PLAN OR BUDGET. POSSIBLE RELATIONSHIPS BETWEEN BOARD MEMBERS.
109	La Brie De Dieu Safe House Stellenbosch	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICATION NOT SIGNED. NO FIN STATEMENTS AND NAME ON BANK ACCOUNT DIFFERENT TO THAT OF REGISTRATION CERTIFICATE.
110	K202193861	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NON-ATTENDANCE OF COMPULSORY CLARRIFICATION MEETING. CONSTITUTION IS GENERIC TEMPLATE WITH MISSING INFORMATION AND USES NAME DIFFERENT TO THAT OF REGISTRATION DOCUMENT. BANK ACCOUNT NAME DIFFERS FROM REGISTRATION NAME. FIN REPORT FOR SEPT 21 TO DEC 21. APPLICATION CLOSING IN NOV, THUS CANNOT REFLECT DEC DATA.

MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK FOR THE FINANCIAL PERIOD 2022– 2025

		0.00	0.00	0.00	0.00		
FOOD SECURITY							
111	Feeding In Action	0.00	0.00	0.00	0.00	CONDITIONAL	FINAL FEEDBACK BY APRIL 2022
		0.00	0.00	0.00	0.00		
PEOPLE LIVING ON THE STREET							
112	Stellenbosch Night Shelter	0.00	1 547 570.15	1 634 430.49	0.00	RECOMMENDED	CURRENT MONTHLY PAYMENTS ARE MADE ON SUBMISSION OF EXPENDITURE REPORTS AGAINST APPROVED BUSINESS PLAN.
		0.00	1 547 570.15	1 634 430.49	0.00		
SAFETY							
113	Neighbourhood Safety Initiative	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO CONSTITUTION, REGISTRATION DOCS OR FINANCIAL STATEMENTS. CAT B APPLICATIONS REQUIRE AUDITED FIN STATEMENTS AND A 3 YEAR BUSINESS PLAN. ONLY BUDGET FOR ONE YEAR WAS PROVIDED.
		0.00	0.00	0.00	0.00		
SKILLS DEVELOPMENT							
114	Bergzicht Training	40 000.00	0.00	0.00	0.00	RECOMMENDED	
115	Cotlands	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO FIN STATEMENTS. NO APPLICATION FORM
116	Early Education Centre, The	40 000.00	0.00	0.00	0.00	RECOMMENDED	
117	Elizayo	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO CONSTITUTION OR REGISTRATION DOC. BANK FORM NOT STAMPED. COMMIT TO PROVIDE FEEDBACK BY APRIL 2022

118	Franschhoek Hospitality Academy and Learning Centre	0.00	0.00	0.00	0.00	NOT RECOMMENDED	PROOF OF NPO REGISTRATION NOT SUBMITTED
119	Indaba Institute Sustainability	29 700.00	0.00	0.00	0.00	RECOMMENDED	
120	Liso Lokhanyo Holdings	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO CONSITUTION, REGISTRATION OR FINANCAIL DOCUMENTS. BUSINESS PLAN INCOMPLETE.
121	Sp(i)eel Foundation	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICATION NOT SIGNED
122	Stellemploy	40 000.00	0.00	0.00	0.00	RECOMMENDED	
123	Stellumthombo NPC	0.00	0.00	0.00	0.00	CONDITIONAL	COMMIT TO PROVIDE FEEDBACK BY APRIL 2022
		149 700.00	0.00	0.00	0.00		
	SUBTOTAL SOCIAL DEVELOPMENT	**R 1 404 680.00**	**R 1 547 570.15**	**R 1 634 430.49**	**R 0.00**		

HEALTH							
124	Community Keepers	40 000.00	0.00	0.00	0.00	RECOMMENDED	
125	Health Promotion SA Trust	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NOT LATEST FIN STATEMENTS. ENDING FEBR 2019
126	Ikhaya Diabetic Group	0.00	0.00	0.00	0.00	NOT RECOMMENDED	CONSTITUTION NOT SIGNED. NO FIN STATEMENTS. NO BUSINESS PLAN. LISTED ONLY 2 BOARD MEMBERS.

127	Stellenbosch Hospice NPC	0.00	0.00	0.00	0.00	CONDITIONAL	COMMIT TO PROVIDE FINAL FEEDBACK BY APRIL 2022
	SUBTOTAL HEALTH	**R 40 000.00**	**R 0.00**	**R 0.00**	**R 0.00**		
ENVIRONMENT							
128	Idas Valley Community Trails	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FIN STATEMENTS CONTAINS DISCREPENCIES AND DOES NOT COVER 12 MONTHS.
129	Kyle Recycling and Waste Pty Ltd	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO CONSTITUTION AND COMPANY REGISTERED AS A PTY (LTD) WITH SOLE MANDATE.
130	Methodist Church of SA	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO CONSTITUTION OR REGISTRATION DOC. FIN STATEMENTS DOES NOT COVER 12 MONTHS. ONLY ONE SIGNATURE ON APPLICATION.
131	NG Gemeente Franschhoek	0.00	0.00	0.00	0.00	NOT RECOMMENDED	BANK FORM NOT COREECTLY COMPLETED. PROVIDED PBO NUMBER, BUT NO CERTIFICATE SUBMITTED.
132	Stellenbosch Agriculture Society	40 000.00	0.00	0.00	0.00	RECOMMENDED	
	SUBTOTAL ENVIRONMENT	**40 000.00**	**0.00**	**0.00**	**0.00**		
SPORT ARTS AND CULTURE							
SPORT CLUBS							
133	Blue Stars United Football Club	0.00	0.00	0.00	0.00	CONDITIONAL	COMMIT TO PROVIDE FINAL FEEDBACK BY APRIL 2021
134	Cape Winelands Farmworkers Sport & Recreation Ass	40 000.00	0.00	0.00	0.00	RECOMMENDED	

135	Celtic United FC	0.00	0.00	0.00	0.00	NOT RECOMMENDED	BANK FORM NOT SIGNED. COMMIT TO PROVIDE FINAL FEEDBACK BY APRIL 2022. CONSITUTION AND FINANCIALS NOT SUBMITTED
136	Forward Foundation	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FINANCAIL STATEMENTS NAMED: MANAGEMENT REPORT FOR MONTH OF OCT 2021. NOT SIGNED. BUSINESS PLAN REQUEST 40 00 FROM A 788 000 BUDGET TO ACHIEVE SAID TARGETS WITH NO INDICATION OF WHERE THE REMAINDER OF THE FUNDS WILL BE GENERATED FROM.
137	Franschhoek RFC	0.00	0.00	0.00	0.00	NOT RECOMMENDED	COMMIT TO PROVIDE FEEDBACK BY APRIL 2022. NO FINANCIAL STATEMENTS SUBMITTED.
138	Glen Eagles Soccer Club	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO FIN STATEMENTS SUBMITTED
139	Groot Drakenstein Games Club	40 000.00	0.00	0.00	0.00	RECOMMENDED	
140	Jametown AFC	0.00	0.00	0.00	0.00	CONDITIONAL	COMMIT TO PROVIDE FINAL FEEDBACK BY APRIL 2022
141	Klapmuts Sport Forum	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO PROOF OF AFFILIATION AND DID NOT DECLARE CLLR J ANTHONY.
142	Klapmuts United Football Club	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICATION FORM AND CONSTITUTION NOT SIGNED. NO FIN STATEMENTS, PROOF OF AFFILIATION OR BANK FORM SUBMITTED.
143	Nietvoorbij United FC	40 000.00	0.00	0.00	0.00	RECOMMENDED	
144	Pniel Villagers RFC	40 000.00	0.00	0.00	0.00	RECOMMENDED	
145	Stellenbosch United	40 000.00	0.00	0.00	0.00	RECOMMENDED	

146	Wemmershoek Cricket Club	0.00	0.00	0.00	0.00	NOT RECOMMENDED	BANK FORM NOT COMPLETED, FINANAL FEEDBACK TO BE PROVIDED BY APRIL 2022. NO PROOF OF AFFILIATION.
		200 000.00	0.00	0.00	0.00		
ARTS AND CULTURE							
147	Banna Ba Kgotso	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO REGISTRATION OR FINANCIALS. CONSTITUTION INDICATE 8 OFFICE BEARERS AND APPLICATION LIST 6.
148	Bianca Arts Development	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FIN STATEMENTS NOT CLEAR. BANK FORM NOT SIGNED.
149	Cape Winelands FM	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO FIN STATEMENTS SUBMITTED AND NO FEEDBACK ON PREVIOUS EXPENDITURE.
150	Celebration Gospel Choir	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO FEEDBACK REPORT. FIN STATEMENTS FOR 11 MONTHS. CONSTITUTION REQUIRES 8 BOARD MEMBERS. LISTED ONLY 7.
151	eBosch	40 000.00	0.00	0.00	0.00	RECOMMENDED	
152	Lokxion Foundation	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO FIN STATEMENTS AND NO APPLICATION FORM.
153	Pniel Heritage and Cultural Trust	40 000.00	0.00	0.00	0.00	RECOMMENDED	
154	Sibonokuhle Art Group	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO FIN STATEMENTS. FINAL FEEDBACK TO BE PROVIDED BY APRIL 2022. PROPOSAL COPY OF SMART MISSION PROPOSAL.

155	Smart Mission Entertainment	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO CONSTITUTION AND NO REGISTRATION DOCUMENTS SUBMITTED. FIN STATEMENTS DOES NOT REFLECT THE REPORTING PERIOD. PROPOSAL COPY OF SIBONOKUHLE ART GROUP PROPOSAL.
		80 000.00	0.00	0.00	0.00		
	SUBTOTAL SPORT ARTS AND CULTURE	**R 280 000.00**	**R 0.00**	**R 0.00**	**R 0.00**		
		R 1 764 680.00	**R 1 547 570.15**	**R 1 634 430.49**	**R 0.00**		
		R3 312 250.15					

APPEALS RECEIVED BY 28 APRIL 2022							
SOCIAL DEVELOPMENT							
GENERAL							
1	ACVV Stellenbosch	40 000.00	0.00	0.00	0.00	RECOMMENDED	PROVIDED OVERALL BUDGET
2	Bottelary Heuwels Renosterveld Bewarea	40 000.00	0.00	0.00	0.00	RECOMMENDED	LIST OF BOARD MEMBERS SUBMITTED. FINAL FEEDBACK SUBMITTED
		80 000.00					
PARTIAL CARE							
10	Acorn Christian Daycare Centre	40 000.00	0.00	0.00	0.00	RECOMMENDED	FINANCIAL DOCUMENTS SIGNED
15	Azasakhe Daycare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FINANCIALS SUBMITTED. BUDGET FOR PROPOSAL SUBMITTED FOR 21-22 AND NOT FOR 22-23.

16	Bubble Bee Educare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	QUESTIONS RELATING TO FIN STATEMENT PROVIDED.
17	Busy Kids Daycare	40 000.00	0.00	0.00	0.00	RECOMMENDED	REGISTRATION CONFIRMED VIA DSD WEBSITE AS REGISTERED. PROPOSAL SUBMITTED.
22	Efata Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	QUESTIONS RELATING TO FIN STATEMENTS.
24	Franschhoek Transformation Charter: Babethane	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FINAL FEEDBACK CONTAINS INVOICES AS PROOF OF EXPENDITURE
25	Froggies Aftercare	40 000.00	0.00	0.00	0.00	RECOMMENDED	SUBMITTED PROPORTIONAL FIN STATEMENTS FOR THE PERIOD IN EXISTANCE. UPDATED CONSTITUTION SUBMTITED
27	Happiness Kideo	0.00	0.00	0.00	0.00	NOT RECOMMENDED	BANK DETAILS SUBMITTED. QUESTIONS RELATING TO FIN STATEMENTS
29	Inam Educare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FIN STATEMENT SUBMITTED. DOES NOT INDICATE THE FIN YEAR PERIOD.
30	Indiphakamele Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	BANK FORM SUBMITTED. QUESTIONS RELATING TO FIN STATEMENT.
31	Isibane Sempumelelo	40 000.00	0.00	0.00	0.00	RECOMMENDED	FEEDBACK PROVIDED
32	Jessie Keet	0.00	0.00	0.00	0.00	NOT RECOMMENDED	CONFIRMATION OF STELLCARE REP ALSO REPRESENTING JESSIE KEET. CONFIRMED JESSIE KEET IS PROGRAMME OF STELLCARE. POLICY: MAX ONE GRANT PER ORGANISATION PER ANNUM
34	Kin Culture	40 000.00	0.00	0.00	0.00	RECOMMENDED	FEEDBACK REPORT PROVIDED

MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK FOR THE FINANCIAL PERIOD 2022– 2025

35	Klapmuts Jr Academy	0.00	0.00	0.00	0.00	NOT RECOMMENDED	DECLARED PARENT. FIN STATEMENTS NOT SIGNED OFF AND REFLECT ONLY 100% ROUND NUMBERS ITO EXPENDITURE
37	Kylemore Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	CONFIRMATION OF STELLCARE REP ALSO REPRESENTING KYLEMORE CRECHE. CONFIRMED KYLEMORE CREHCE IS PROGRAMME OF STELLCARE. POLICY: MAX ONE GRANT PER ORGANISATION PER ANNUM
39	Lethokuhle Educare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	QUESTIONS RELATING TO FIN STATEMENTS SUBMITTED
41	Little Angels	0.00	0.00	0.00	0.00	NOT RECOMMENDED	QUESTIONS RELATING TO FIN STATEMENTS SUBMITTED
44	Liyema Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	BANK FORM COMPLETED. FEEDBACK INCOMPLETE WITHOUT POP
45	LULOYISO Educare	40 000.00	0.00	0.00	0.00	RECOMMENDED	FIN STATEMENT SUBMITTED
46	Lubabalo Creche Centre	40 000.00	0.00	0.00	0.00	RECOMMENDED	FIN STATEMENTS SUBMITTED
48	Masifunde Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	BANK FORM SUBMITTED. FEEDBACK DOES NOT INCLUDE PICTURES AND CALCULATIONS INCORRECT.
49	Masonwabe Winnie Educare	* 0.00	0.00	0.00	0.00	RECOMMENDED	FIN STATEMENTS SUBMITTED
50	Minkies Educare Centre	0.00	0.00	0.00	0.00	NOT RECOMMENDED	REGISTRATION DOC SUBMITTED. POP'S INCLUDE INVOICE AND PROOF OF PAYMENT IN THE NAME OF ANOTHER ECD.
53	Nora Tyres Educare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	CONFIRMATION OF STELLCARE REP ALSO REPRESENTING NORE TYRES CRECHE. CONFIRMED NORE TYRES CREHCE IS PROGRAMME OF

* Amount of R40 000 should be reflected.

							STELLCARE. POLICY: MAX ONE GRANT PER ORGANISATION PER ANNUM
54	Noxolo Educare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FEEDBACK INCOMPLETE. BANK FORM SUBMITTED
60	Phumelela Educare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FIN STATEMENTS SIGNED, REGISTRATION STILL IN PROCESS
59	Pillars of the Nation	40 000.00	0.00	0.00	0.00	RECOMMENDED	FEEDBACK PROVIDED
61	Prochorus Community Development	40 000.00	0.00	0.00	0.00	RECOMMENDED	FEEDBACK RECEIVED
65	Sivuyise Creche	40 000.00	0.00	0.00	0.00	RECOMMENDED	APPLICATION SIGNED AND FINANCIAL SUBMITTED
66	Siyanqoba Creche	40 000.00	0.00	0.00	0.00	RECOMMENDED	FIN STATEMENTS SUBMITTED
67	Siyavuya Creche	40 000.00	0.00	0.00	0.00	RECOMMENDED	APPLICATION SIGNED
68	Siyazama Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	NO FEEDBACK REPORT OR PICTURES. PROOF OF EXPENDITURE INCLUDE INVOICES.
69	Sizamile Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	CONFIRMATION OF STELLCARE REP ALSO REPRESENTING SIZAMILE CRECHE. CONFIRMED SIZAMILE CREHCE IS PROGRAMME OF STELLCARE. POLICY: MAX ONE GRANT PER ORGANISATION PER ANNUM
72	Tembalethu Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICATION SIGNED. FEEDBACK PROVIDED. NOT ALL EXPENDITURE IS ELIGIBLE AND NO REPORT IS PROVIDED.
73	Thanduxolo Daycare	40 000.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICATION SIGNED

"Would read "recommended"

MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK FOR THE FINANCIAL PERIOD 2022– 2025

75	Umtha Wemfundo Educare	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FEEDBACK REPORT SUBMITTED WITHOUT NARATIVE REPORT AND INCLUDE INVOICES AS PROOF OF PAYMENT.
76	Umthombo Wemfundo Educare	40 000.00	0.00	0.00	0.00	RECOMMENDED	FEEDBACK RECEIVED
81	Yolies Creche	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICATION SIGNED AND DATED. FEEDBACK REPORT OUTSTANDING (POP AND PICTURES SUBMITTED)
		560 000.00					
DISABILITY							
83	Bridging Abilities	0.00	0.00	0.00	0.00	NOT RECOMMENDED	PARTIAL FEEDBACK PROVIDED. FOLLOWED UP WITH APPLICANT
		0.00					
ELDERLY							
86	ACVV Franschhoek	0.00	0.00	0.00	0.00	NOT RECOMMENDED	CHANGED APPLICATION TO PROJECT SPECIFIC APPLICATION. FEEDBACK SUBMITTED AFTER THE DUE DATE.
89	Idas Valley Golden Boys and Girls	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPEAL RECEIVED AFTER THE DUE DATE ON 29 APRIL 2022
90	Raithby Senior Club	40 000.00	0.00	0.00	0.00	RECOMMENDED	PROOF OF REGISTRATION SUBMITTED, FINANCIALS SUBMITTED, BANK FORM SIGNED
		40 000.00					
YOUTH							
96	Kylemore Secondary	40 000.00	0.00	0.00	0.00	RECOMMENDED	FINAL FEEDBACK PROVIDED
97	Lord's Acre, The	40 000.00	0.00	0.00	0.00	RECOMMENDED	PERSON ATTENDING FOR ACORN DAYCARE INDICATED TO ALSO ATTEND FOR LORDS ACRE. DEPARTMENTAL OVERSIGHT
98	Songo.Info Trust	40 000.00	0.00	0.00	0.00	RECOMMENDED	TRUST REGISTRATION SUBMITTED

MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK FOR THE FINANCIAL PERIOD 2022– 2025

99	Sport for Life	40 000.00	0.00	0.00	0.00	RECOMMENDED	Duplicate See p. 852
104	Youth Empowerment Action	40 000.00	0.00	0.00	0.00	RECOMMENDEDE	FINAL FEEDBACK PROVIDED
		200 000.00					
SUBSTANCE ABUSE							
106	ABBA a project of BADISA Stellenbosch	40 000.00	0.00	0.00	0.00	RECOMMENDED	FINAL FEEDBACK SUBMITTED, DECLARATION OF INTEREST COMPLETED AND PROVIDED UPDATED FINANCIAL STATEMENTS
		40 000.00					
GENDER							
108	ITH Perishoo Foundation	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPLICATION SIGNED. BUSINESS PLAN AND BUDGET SUBMITTED. NO BANK FORM OR FINANCIAL STATEMENTS.
		0.00					
SAFETY							
113	Neighbourhood Safety Initiative	40 000.00	0.00	0.00	0.00	RECOMMENDED	CHANGED TO CAT A APPLICATION, SUBMITTED: CONSTITUTION, REGISTRATION DOCS, FIN STATEMENTS AND BAND DETAILS
		40 000.00					
SKILLS DEVELOPMENT							
115	Cotlands	40 000.00	0.00	0.00	0.00	RECOMMENDED	FIN STATEMENTS SUBMITTED ALONG WITH APPLICATION FORM
118	Franschhoek Hospitality Academy and Learning Centre	40 000.00	0.00	0.00	0.00	RECOMMENDED	NPO CERTIFICATE SUBMITTED
121	Sp(i)eel Foundation	40 000.00	0.00	0.00	0.00	RECOMMENDED	PROVIDED DUELY SIGNED COPY OF APPLICATION FORM
		120 000.00					

MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK FOR THE FINANCIAL PERIOD 2022– 2025

FOOD SECURITY							
111	Feeding In Action	40 000.00	0.00	0.00	0.00	RECOMMENDED	FINAL FEEDBACK RECEIVED
		40 000.00					
		1 120 000.00					
HEALTH							
127	Stellenbosch Hospice NPC	40 000.00	0.00	0.00	0.00	RECOMMENDED	FEEDBACK PROVIDED
		40 000.00					
ENVIRONMENT							
131	NG Gemeente Franschhoek	0.00	0.00	0.00	0.00	NOT RECOMMENDED	BANK FORM COREECTLY COMPLETED. PROVIDED 2004 PBO CERTIFICATE WITH CONDITION TO REGISTER AS NPO. NO SUCH REGISTRATION WAS OBTAINED.
		0.00					
SPORT ARTS AND CULTURE							
SPORT CLUBS							
135	Celtic United FC	0.00	0.00	0.00	0.00	NOT RECOMMENDED	BANK FORM SIGNED. CONSTITUTION SUBMITTED. FEEDBACK REPORT PROVIDED. ANNUAL FIN STATEMENT OUTSTANDING
137	Franschhoek RFC	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FIN STATEMENTS SUBMITTED. PROVIDED FEEDBACK NOT IN LIGN WITH APPLICATION RAISING QUESTIONS.
138	Glen Eagles Soccer Club	0.00	0.00	0.00	0.00	NOT RECOMMENDED	APPEAL RECEIVED AFTER THE CLOSING DATE ON 29 APRIL 2022
		0.00					
ARTS AND CULTURE							
147	Banna Ba Kgotso	0.00	0.00	0.00	0.00	NOT RECOMMENDED	CONFIRMED 8 OFFICE BEARERS. NO PROOF OF REGISTRATION.

MEDIUM TERM REVENUE AND EXPENDITURE FRAMEWORK FOR THE FINANCIAL PERIOD 2022– 2025

148	Bianca Arts Development	40 000.00	0.00	0.00	0.00	RECOMMENDED	FIN STATEMENT SUBMITTED. BANK FORM SIGNED
150	Celebration Gospel Choir	40 000.00	0.00	0.00	0.00	RECOMMENDED	FINANCIAL STATEMENTS CORRECTED. FEEDBACK PROVIDED. LIST OF BOARD MEMBERS ADDRESSED.
151	eBosch	40 000.00	0.00	0.00	0.00	RECOMMENDED	Duplicate see p. 858
154	Sibonokuhle Art Group	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FIN STATEMENT SUBMITTED. FEEDBACK REPORT DOES NOT SPEAK TO APPLICATION
155	Smart Mission Entertainment	0.00	0.00	0.00	0.00	NOT RECOMMENDED	CONSTITUTION, FINANCIAL AND REGISTRATION DOCUMENTS SUBMITTED. FEEDBACK REPORT DOES NOT ACCOUNT FOR FUNDING PROPOSAL AND RECEIVED.
		120 000.00					
		1 280 000.00	**0.00**	**R0.00**	**R0.00**		
		3 044 680.00	**1 547 570.15**	**1 634 430.49**	**0.00**		
	TOTAL RECOMMENDED FOR 2022-2023 BUDGET	**4 592 250.15**					

FEEDBACK REPORTS 2021-2022 NOT RECEIVED BY 28-04-22							
11	Aitsa	0.00	0.00	0.00	0.00	CONDITIONAL	COMMIT TO PROVIDE FEEDBACK BY APRIL 2022
133	Blue Stars United Football Club	0.00	0.00	0.00	0.00	CONDITIONAL	COMMIT TO PROVIDE FINAL FEEDBACK BY APRIL 2021
95	Help 2 Read	0.00	0.00	0.00	0.00	CONDITIONAL	COMMIT TO PROVIDE FINAL FEEDBACK BY APRIL 2022
140	Jametown AFC	0.00	0.00	0.00	0.00	NOT RECOMMENDED	FEEDBACK RECEIVED AFTER THE DUE DATE ON 29 APRIL 2022

123	Stellumthombo NPC	0.00	0.00	0.00	0.00	CONDITIONAL	COMMIT TO PROVIDE FEEDBACK BY APRIL 2022
FEEDBACK REPORTS 2021-2022 RECEIVED BY 28-04-22 not supporting 2022-2023 applications							
	Sunday Spurs FC	0.00	0.00	0.00	0.00	NO APPLICATION	FEEDBACK PROVIDED. DID NOT APPLY FOR FUNDING FOR 2022_2023.
	Ubuntu Hiking	0.00	0.00	0.00	0.00	NO APPLICATION	DID NOT APPLY FOR FUNDING FOR 2022_2023. QUESTIONS ON FEEDBACK PROVIDED.

11.11.5	**FEEDBACK REPORTS RECEIVED FROM THREE 2021-2022 GRANT IN AID (GIA) RECIPIENTS INDICATING CONTRAVENTIONS OF THE APPROVED GIA POLICY AND SIGNED MOA'S**

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **16 August 2022**

1. SUBJECT: FEEDBACK REPORTS RECEIVED FROM THREE 2021-2022 GRANT IN AID (GIA) RECIPIENTS INDICATING CONTRAVENTIONS OF THE APPROVED GIA POLICY AND SIGNED MOA'S

2. PURPOSE

To consider and discuss the feedback reports received from Smart Mission Entertainment, Franschhoek Rugby Club and Ubuntu Hiking for funding received for the 2021-2022 financial year.

3. DELEGATED AUTHORITY

GiA donations are approved by Council as part of the budget documents.

4. EXECUTIVE SUMMARY

Three grant receiving organisations were found to be in contravention of the Grant in Aid policy and signed MOA as discovered from the feedback reports provided to the municipality. The discovery was documented and circulated to the Municipal Manger and Chief Financial Officer who both supported the recommendations of the investigation report and requested that the matter be brought under the attention of the Grant Committee **(ANNEXURE 1).**

5. RECOMMENDATIONS

(a) that the Grant Committee approve the blacklisting of Smart Mission Entertainment, Franschhoek Rugby Club and Ubuntu Hiking for a period of 5-years (2022-2023 to 2027-2028) in accordance with section 8.5 of the approved GiA Policy; and

(b) that the Committee mandate the department to inform the three organisations of the decision.

6. DISCUSSION / CONTENTS

6.1 Background

The GiA Policy **(ANNEXURE 2)** clearly states the following:

Paragraph 6.15 "Funding of projects and to organisations shall exclude travel costs, subsistence, accommodation, food or entertainment expenses of any kind, staff salaries, bursaries, payments in lieu of rates or other municipal charges except for where the transport and nutrition is intended for beneficiaries/participants in the projects in question. The Municipality may also exercise their discretion to allow funding to extend to the above costs on a needs basis for the organisation or body clearly motivated for in the application."

11. Section 8: OBLIGATIONS OF THE APPLICANT

8.1. The head of the organisation or body must acknowledge in writing to the Municipal Manager that the money was received in its bank account and that the amount is/will be utilized to the benefit and in accordance with the role of the organisation or body in society. The funds should be used as outlined in the application form.

8.2. The organisation or body shall regularly report, if and when required but at least once a year, to the Municipal Manager regarding the activities conducted, the ward within which activities are conducted, as well as the number of people benefiting from the activities.

8.3. If funding is required for a specific project, a brief description of the project and what it aims to achieve, as well as the detailed budget for and duration of the project.

8.4. The applicant must attend a compulsory workshop on the Grant-in-Aid policy and application procedure prior to submission of the application.

8.5. If successful with the application, the applicant must spend funds according to the approved Grant-in-Aid funding request. Should the need change over the funding period, written consent needs to be obtained from the municipality prior to spending the funds on alternative needs. Failure to spend funding on approved projects can result in the applicant being required to return the funding and/or the applicant being excluded from future applications for a period of 5 years.

Further to the above, the Memorandum of Agreement (MOA) with the municipality and signed by the applicants prior to the transfer of funds stipulates the following:
WHEREAS Section 67(1) of the Local Government: Municipal Finance Management Act, Act 56 of 2003 (MFMA) oblige the Accounting Officer of a **MUNICIPALITY** to satisfy himself that, before transferring funds of the **MUNICIPALITY** to an organisation or body outside any sphere of government otherwise than in compliance with a commercial or other business transaction, that such organisation or body: -

(a) has the capacity and has agreed-

*(i) to comply with any agreement with the **MUNICIPALITY**;*

(ii) for the period of the agreement to comply with all reporting, financial management and auditing requirements as may be stipulated in the agreement; and

(b) implements effective, efficient, and transparent financial management and internal control systems to guard against fraud, theft, and financial mismanagement; and

(c) has in respect of previous similar transfers complied with all the requirements as set out above; and

Feedback reports were received from three organisations which were found to be in breach of the above stipulations.

6.2 Discussion

Smart Mission Entertainment

Feedback received contained proof of expenditure for items not approved as part of the funding application and identical invoices for different suppliers not conforming to the requirement of an invoice (no contact details of the supplier). The applicant also provided bank statements indicating the withdrawal of cash to the amount of R17 000.00 on the same date as the donation was deposited into the bank account along with other smaller cash withdrawals on later dates. A purchase at Sterns Jewellery shop on 12 August 2021 is also reflected on the bank statement where the balance of R 40 000 in total was reflected on 6 August 2021 indicating that it could not have been done with other funds than the municipal donation. **(ANNEXURE 3)**

The above is not an exhaustive list of concerns relating to miss management by the applicant but indicates the most serious of the concerns.

The organization was visited at 3 occasions to verify the expenditure and to afford the municipality an opportunity to physically verify the items procured from the donation as per the application and feedback report. Samples of costumes and T-shirt were provided, a different camera was shown to the one indicated in the feedback report. The djembe drums were not available and none of the proof of expenditure was available upon inspection.

When enquired about the proof of expenditure he indicated that he did not know that he needed to keep receipts for each item. A fact which was emphasized during the compulsory clarification meeting at the start of the application process. This demonstrates further lack of financial controls within the organization.

The above places the applicant in breach of paragraph 8.1 and 8.5 of the Grant in Aid Policy and in breach of the MOA **(ANNEXURE 4)** signed with the municipality.

Franschhoek Rugby Club:

Feedback received claimed that they were not able to spend the funds for the purpose it was intended as they were not able to play rugby due to Covid, the applicant thus decided to utilize the funds to stock up the tuck shop at the club to generate profits to be used to feed their players after the game. **(ANNEXURE 5)**

Feeding players after a game indicate that they were able to play rugby contradicting the reason provided to deviate from the approved expenditure for which no request was put to the municipality. The above places the applicant in breach of paragraph 8.1 and 8.5 of the Grant in Aid Policy **(ANNEXURE 2)** and in breach of the MOA **(ANNEXURE 6)** signed with the municipality.

Ubuntu Hiking: The feedback received included payment to meals at Bossa Restaurant inclusive of alcoholic beverages. **(ANNEXURE 7)** The applicant labelled the expense “Ubuntu Volunteers / Planning Meeting”. This expense places the applicant in breach of paragraph 6.15 and 8.5 of the Grant in Aid Policy **(ANNEXURE 2)** and in breach of the MOA signed with the municipality. **(ANNEXURE 8)**

6.3 Financial Implications

This report has the following financial implications. Transfers of funds for the three organisations were approved and donated to the amount of R 40 000,00 each during the 2021-2022 financial year.

6.4 Legal Implications

The recommendations in this report comply with Council's policies.

6.5 Staff Implications

This report has no staff implications to the Municipality.

6.6 Previous / Relevant Council Resolutions

Council approved GiA Donations to the three organisations in May 2021 as part of the annual budget approval.

6.7 Risk Implications

This report has the following risk implications for the municipality: Not acting on the information received can lead to the municipality being seen as not serious about eradicating fraudulent behaviour.

6.8 Comments from Senior Management

6.8.1 Director: Infrastructure Services

No comments requested.

6.8.2 *Director: Planning and Economic Development*

No comments requested.

6.8.3 Director: Protection and Community Services

Agree with the recommendations.

6.8.4 Director: Corporate Services

No comments requested.

6.8.5 Chief Financial Officer

Agree with the recommendations.

6.8.6 *Municipal Manager*

Agree with the recommendations.

GRANTS-IN-AID COMMITTEE MEETING: 2022-08-15: ITEM 3.3

RECOMMENDATIONS

In the light of the above and the reasons submitted in this report the following is recommended by the Grants Committee for approval to Council for decision:

(a) that Council approves the blacklisting of Smart Mission Entertainment, Franschhoek Rugby Club and Ubuntu Hiking for a period of 5 years (2022-2023 to 2027-2028) in accordance with section 8.5 of the approved GiA Policy; and

(b) that Council mandates the department to inform the three organisations of the decision.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2022-08-16: ITEM 7.11.5

(a) that Council approves the blacklisting of Smart Mission Entertainment, Franschhoek Rugby Club and Ubuntu Hiking for a period of 5 years (2022-2023 to 2027-2028) in accordance with section 8.5 of the approved GiA Policy; and

(b) that Council mandates the department to inform the three organisations of the decision.

ANNEXURES

Annexure 1: Memo Request to blacklist organisations from the Grant in Aid donation programme
Annexure 2: Approved Grant in Aid Policy
Annexure 3: Smart Mission Entertainment Feedback Supporting Documents
Annexure 4: Smart Mission Entertainment Signed MOA
Annexure 5: Franschhoek Rugby Club Feedback Report
Annexure 6: Franschhoek Rugby Club Signed MOA
Annexure 7: Ubuntu Hiking feedback report and proof of expenditure
Annexure 8: Ubuntu Hiking Signed MOA

FOR FURTHER DETAILS CONTACT:

NAME	Michelle Aalbers
POSITION	***Manager Community Development***
DIRECTORATE	***Community and Protection Services***
CONTACT NUMBERS	***8408***
E-MAIL ADDRESS	***Michelle.aalbers@stellenbosch.gov.za***
REPORT DATE	***10-06-2022***

APPENDIX 1

MEMO

To/Aan	:	Municipal Manager Ms G Mettler
Cc		
From/Van	:	Director: Community and Protection Services Mr G Boshoff
Date/Datum	:	13 May 2022
RE	:	**Request to blacklist organisations from Grant in Aid donation programme**

Please find attached memorandum for your reference and condonation.

Sincerely

GBE BOSHOFF
DIRECTOR: COMMUNITY AND PROTECTION SERVICES

17/5/2022 Please send via CFO office for input

Recommendation in line with council approved GiA policy:

25/05/2022.

MEMO

To/Aan	:	Director Community and Protection Services
Cc		
From/Van	:	Manager Community Development
Date/Datum	:	11-05-2022
RE	:	Request to blacklist organisations from Grant in Aid donation programme

Purpose

To provide information relating to feedback reports received from three GiA recipients which raise concerns and request that the organisations be blacklisted for future donations for a period of 5 years.

Background

The GiA Policy clearly states the following:

Paragraph 6.15 "Funding of projects and to organisations shall exclude travel costs, subsistence, accommodation, food or entertainment expenses of any kind, staff salaries, bursaries, payments in lieu of rates or other municipal charges except for where the transport and nutrition is intended for beneficiaries/participants in the projects in question. The Municipality may also exercise their discretion to allow funding to extend to the above costs on a needs basis for the organisation or body clearly motivated for in the application."

Section 8: OBLIGATIONS OF THE APPLICANT

8.1. The head of the organisation or body must acknowledge in writing to the Municipal Manager that the money was received in its bank account and that the amount is/will be utilised to the benefit and in accordance with the role of the organisation or body in society. The funds should be used as outlined in the application form.

8.2. The organisation or body shall regularly report, if and when required but at least once a year, to the Municipal Manager regarding the activities conducted, the ward within which activities are conducted, as well as the number of people benefiting from the activities.

8.3. If funding is required for a specific project, a brief description of the project and what it aims to achieve, as well as the detailed budget for and duration of the project.

8.4. The applicant must attend a compulsory workshop on the Grant-in-Aid policy

and application procedure prior to submission of the application.

8.5. *If successful with the application, the applicant must spend funds according to the approved Grant-in-Aid funding request. Should the need change over the funding period, written consent needs to be obtained from the municipality prior to spending the funds on alternative needs. Failure to spend funding on approved projects can result in the applicant being required to return the funding and/or the applicant being excluded from future applications for a period of 5 years.*

Further to the above, the Memorandum of Agreement (MOA) with the municipality and signed by the applicants prior to the transfer of funds stipulates the following:

***WHEREAS** Section 67(1) of the Local Government: Municipal Finance Management Act, Act 56 of 2003 (MFMA) oblige the Accounting Officer of a **MUNICIPALITY** to satisfy himself that, before transferring funds of the **MUNICIPALITY** to an organisation or body outside any sphere of government otherwise than in compliance with a commercial or other business transaction, that such organisation or body:-*

(a) has the capacity and has agreed-
- *(i) to comply with any agreement with the **MUNICIPALITY**;*
- *(ii) for the period of the agreement to comply with all reporting, financial management and auditing requirements as may be stipulated in the agreement; and*

(b) implements effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and financial mismanagement; and

(c) has in respect of previous similar transfers complied with all the requirements as set out above; and

Feedback reports were received from three organisations which were found to be in breach of the above stipulations.

Discussion

Smart Mission Entertainment:

Feedback received contained proof of expenditure for items not approved as part of the funding application and identical invoices for different suppliers not conforming to the requirement of an invoice (no contact details of the supplier). The applicant also provided bank statements indicating the withdrawal of cash to the amount of R17 000.00 on the same date as the donation was deposited into the bank account along with other smaller cash withdrawals on later dates. A purchase at Sterns Jewelry shop on 12 August 2022 is also reflected on the bank statement where the balance of R 40 000 in total was reflected at 6 August 2022 indicating that it could not have been done with other funds than the municipal donation.

The above is not an exhaustive list of concerns relating to miss management by the applicant, but indicates the most serious of the concerns.

The organization was visited at 3 occasions to verify the expenditure and to afford the municipality an opportunity to physically verify the items procured from the donation as per the application and feedback report. Samples of costumes and T-shirt were provided, a different camera was shown to the one indicated in the feedback report. The djembe drums were not available and none of the proof of expenditure was available upon inspection.

When enquired about the proof of expenditure he indicated that he did not know that he needed to keep receipts for each and every item. This demonstrates further lack of financial controls within the organization.

The above places the applicant in breach of paragraph 8.1 and 8.5 of the Grant in Aid Policy and in breach of the MOA signed with the municipality.

Franschhoek Rugby Club:
Feedback received claimed that they were not able to spend the funds for the purpose it was intended as they were not able to play rugby due to Covid, the applicant thus decided to utlise the funds to stock up the tuck shop at the club to generate profits to be used to feed their players after the game.
Feeding players after a game indicate that they were able to play rugby contradicting the reason provided to deviate from the approved expenditure for which no request was put to the municipality. The above places the applicant in breach of paragraph 8.1 and 8.5 of the Grant in Aid Policy and in breach of the MOA signed with the municipality.

Ubuntu Hiking: The feedback received included payment to meals at Bossa Restaurant inclusive of alcoholic beverages. The applicant labeled the expense "Ubuntu Volunteers / Planning Meeting". This expense places the applicant in breach of paragraph 6.15 and 8.5 of the Grant in Aid Policy and in breach of the MOA signed with the municipality.

Recommendation
It is recommended that the above mentioned Grant in Aid recipients be notified of the breach of the policy and agreement and blacklisted for a period of 5 years from applying for Grant in Aid Donations from the 2022-2023 financial year to the 2027-2028 financial year.

Recommended

M Aalbers
Manager Community Development

Supported

G Boshoff
Director Community and Protection Services

~~**Approved**~~

Amended.

G Mettler
Municipal Manager – Suggested that item be placed and discussed @ Grant Committee.

APPENDIX 2

~~APPENDIX 29~~

STELLENBOSCH MUNICIPALITY

GRANT-IN-AID POLICY

2021/2022

STELLENBOSCH MUNICIPALITY

GRANT-IN-AID POLICY

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1. DEFINITIONS

"**Appendix A**" means the application for Grant-in-Aid, detailed more fully below, and provided for in clause 5.2.

"**Appendix B**" refers to the memorandum of agreement (MOA), detailed more fully below, and provided for in clause 10.

"**Capacity building**" Capacity building refers to a process which enables human beings to realize their potential, build self-confidence and lead lives of dignity and fulfillment. These Capacity Building programs have to align to the basket of services of the Directorate: Social Development and Early Childhood Development i.e. Early Childhood Development, Youth Development, Substance Abuse, Poverty Alleviation, Vulnerable Groups and Street People.

"**Community Based Organization (CBO)**" are nonprofit groups that work at a local level to improve life for residents. The focus is to build equality across society in all streams – health care, environment, quality of education, access to technology, access to spaces and information.

"**Early Childhood Development ("ECD") Facility**" means any place, building or premises, including a private residence, maintained or used partly or exclusively, for the reception, protection and temporary or partial care of more than six children that shall be registered, managed and maintained in terms of the Children's Amendment Act, 41 of 2007.

"**Grant-in-aid**" means a grant-in-aid or allocation, as referred to in Section 12, 17 (3) (j) (iv) of the MFMA, made by the municipality to any organisation or body referred to in Section 67(1) and to be utilised to assist the municipality in fulfilling the Constitutional mandates including social developmental and arts and culture programmes as set out therein.

"**Local Agenda 21**" means the international program, adopted by South Africa to put sustainable development into practice.

"**Memorandum of agreement (MOA)**" means the agreement entered into between the municipality and any organisation or body which receives a Grant-in-Aid in terms of this Policy and **Appendix A.**

"**Non-governmental organisation (NGO)**" means a non-governmental organisation (NGO) that is a legally constituted non-profit organisation that operates independently from any form of government.

"**Non-profit company (NPC)**" means a company whose Memorandum of Incorporation must set out at least one object of the company and each such object must be either a public benefit object or object relating to one or more cultural or social activities, or communal or group interests as required by Item 1(1) of Schedule 1 of the Companies Act, 71 of 2008.

"**Non-profit organisation (NPO)**" means a non-profit organisation registered in terms of Section 13 of the NPO Act, 71 of 1997, established for public purpose and which income and

property thereof is not distributable to its members or office-bearers, except as reasonable compensation for services rendered.

"**Stellenbosch Environmental Management Framework (SEMF)**" means legal and moral obligations of Stellenbosch Municipality as it relates to the environment, and provides a dynamic vision, goals and objectives, and spatial and strategic directives towards giving effect to such obligations.

2. PURPOSE, AIMS AND OBJECTIVES

2.1. This policy aims to provide a framework for Grant-in-Aid to non-governmental organisations (NGOs), community-based organisations (CBOs), non-profit organisations (NPOs) or non-profit companies (NPC) and bodies that are used by government as an agency to serve the poor, marginalised or otherwise vulnerable as envisaged by Sections 12, 17 and 67 of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003).

2.2. The purpose of the Grant-in-Aid Policy is to complement the goals, objectives, programmes and actions of the Stellenbosch Municipality's Integrated Development Plan (IDP), in order to create a sustainable, credible and caring municipality by empowering and building communities and enhancing growth and sharing through partnerships. Priority ward needs as identified through Council's IDP MUST be the guiding factor in developing these partnerships.

2.3. Grant-in-Aid should not duplicate services already provided for by Council or which falls within the geographical jurisdiction in which Council operates, being WC024.

2.4. Grant-in-Aid should improve the opportunity for Council to elicit the support of external organisations to deliver those services to communities which fall within the Council's area of responsibility in a way that allows the Stellenbosch community and town to create an enabling environment for community development.

3. LEGAL FRAMEWORK

All transfers of funds in terms of this policy shall comply with the: Constitution of the Republic of South Africa, 1996 as amended (Constitution); Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) as amended (MSA); Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003) (MFMA); and any other applicable legislation, regulations and policies that may govern the transfer of municipal funds and that are not in contradiction to the above.

4. RESTRICTIONS

4.1. The Policy applies to all transfers of grants made by the Municipality towards support of services for the poor, marginalized or otherwise vulnerable people. Individuals may not apply for Grant-in-Aid and no payment may be made under this policy to individuals. Council may however set aside a specific amount from

which the Municipal Manager, after consultation with the Executive Mayor, may, at his/her discretion, make donations to support individual, meritorious cases in order to assist and/or recognise individual excellence in whichever field. Bursaries to individuals are treated according to the Council's Bursary Policy.

4.2. The total expenditure on grants may not exceed 1% of the operational budget of the Municipality.

4.3. Grants will only be made for services rendered in the WCO24.

4.4. Transfers made to categories A and B

4.4.1. Transfers provided for those listed in Category A below may be made to a maximum of R40 000-00 per organisation or body per annum.

4.4.2. Transfers in Category B may exceed this amount where funding relates to night shelters or addresses specific ward priorities identified and specified in the IDP and upon proper motivation contained in a business plan to address said issue. Consideration for grants larger than R 40 000, 00 requires audited financial statements, schedule of estimated annual costs and a business plan as provided for in 6 below. The decision to grant an amount more than R 40 000,00 is solely at the discretion of council and subject to available funds.

4.5. Grant-in-Aid transfers/payments shall be restricted to deserving organisation and bodies serving, especially those working with the poor/aged/youth/disabled/women, as per the eligible categories in 6.2, provided that such organisations or bodies:

4.5.1. Operate as a separate legal entity and are recognised as such by South African legislation;

4.5.2. Are governed by their constitutions, have regular meetings with their membership and subscribe to sound accounting practices; and

4.5.3. Are located and serve communities and individuals who are most in need within the jurisdiction of the Municipality.

4.6. No Grant-in-Aid may be made to any political body, rate payers association or for any religious purposes.

4.7. No grant will be allocated, under this policy, to organisations or bodies in cases where a member of Council, an official of Stellenbosch Municipality or close relatives of said individuals receive any financial or other gain.

4.8. Funds may only be transferred to an organisation or body if provision has been made for the expenditure on the budget or appropriations budget.

4.9. An organisation or body is only entitled to one allocation per financial year, but disbursements can be made more often.

5. PUBLIC ADVERTISEMENT

5.1. The advertisements must meet the following requirements:

5.1.1. The Municipal Manager must, place a public advert in local newspapers distributed in the Stellenbosch Municipal area, calling for proposals.

5.1.2. This advert must be placed in time to complete all relevant processes prior to the approval of the annual draft budget or any adjustment budget in order to invite public comment on the proposed donations prior to the approval of the final or adjustment budget.

5.1.3. Advertisements should clearly specify the categories for which proposals are called, the closing date for applications, who the proposal should be addressed to, and where and how to obtain the relevant documentation pertaining to such applications/proposals, including the prescribed forms.

5.1.4. Advertisements should also clearly reflect the Municipality's right not to make an award, as well as the fact that awards will not be made to organisations that have received funds in the previous year but have not submitted a final report on the projects or previous expenditure.

5.1.5. The advertisement should also clearly state that final approval is reliant on the approval of the budget and that **no late submissions will be considered.**

5.2. Only applications made on the prescribed form, being **Appendix A**, may be considered.

5.3. Funds may not be transferred to any organisation or body that has not submitted a proposal in response to a public advertisement and after the attendance of a compulsory briefing session and that have not signed a Memorandum of Agreement with the Municipality.

6. GENERAL GUIDELINES AND CATEGORIES

6.1. General Guidelines

Funding of applications shall proceed on the basis listed below in response to an advertisement issued after the expiry of the relevant period associated with the specific category and after a compulsory workshop explaining the policy, application process and the required documentation has been attended by the applicants. Subject to the MOA provided for in clause 10, all funding is unrequited, provided there is compliance with said MOA. Funding of application in –

6.1.1. Category A will be considered on an annual basis ; and

6.1.2. Category B shall be considered on a three year basis subject to a monthly review at the discretion of the Municipality which may result in early termination for unsatisfactory and reckless expenditure.

6.1.3. Council in 6.1.1 and 6.1.2 reserve the right not to fund an organisation for two periods in succession and to cancel said funding in accordance with the MOA concluded.

6.1.4. Funding applications however will not be considered in the following instances:

(i) Where a project or organisation is already receiving funds from Council in terms of Council's functions. Applicants are required to disclose other sources of funding;
(ii) Where in Council's opinion, an organisation receives sufficient funds from other sources to sustain its activities or the project applied for. For this purpose, organisations must submit financial statements and a budget for the ensuing financial year;
(iii) Where only an individual will benefit;
(iv) For political or ratepayers organisations/groupings;
(v) Projects outside the boundaries of the Municipality;
(vi) Where expenses have already been incurred,
(vii) Where an applicant did not attend the compulsory clarification session as advertised, and
(viii) Where applications were received after the due date and time for submissions.

6.1.5. Funding of projects and to organisations shall exclude travel costs, subsistence, accommodation, food or entertainment expenses of any kind, staff salaries, bursaries, payments in lieu of rates or other municipal charges except for where the transport and nutrition is intended for beneficiaries/participants in the projects in question. The Municipality may also exercise their discretion to allow funding to extend to the above costs on a needs basis for the organisation or body clearly motivated for in the application.

6.1.6. Subsequent requests from applicants to cover overspending on projects will not be considered.

6.2. Categories Eligible for Grant-in-Aid

The following categories currently apply. Cognisance should be taken that these categories are not exhaustive. Other than the general guidelines and conditions set out above, categories now indicated may require specific criteria applicable to its projects/programmes:

Category A

6.2.1. **Health**

Projects/programmes include the following but are not limited to:

(i) Public Health interventions inclusive of TB, STDs and HIV/Aids;

(ii) Preventable lifestyle diseases e.g. drug/alcohol abuse, tobacco related illnesses; and

(iii) Promotive and preventative services to infants, children and women.

6.2.2. **Environment**

Purpose: To stimulate the development of sustainable leisure, aesthetic and environmental projects within the municipal area; to increase the awareness of the environment by promoting "Greening of the City"; to promote swimming skills and water safety.

Projects/programmes include the following but are not limited to:

(i) Voluntary rescue organisations;
(ii) Lifesaving clubs and swimming organisations;
(iii) Environmental groups/organisations; and
(iv) Organisations promoting community involvement as a means of sustaining leisure, aesthetic or environmental projects.
(v) Projects which further the Council's aims and the strategies of SEMF (Strategic Environmental Management Framework) and including but not limited to the sustainable management of:
    - Riverine corridors;
    - Biodiversity;
    - Natural and built environment;
    - Heritage resources;
    - Quality urban spaces;
    - Ecological conservation areas;
    - Urban agricultural complexes;
    - Bioregional planning;
    - Nature area management;
    - Wetlands;
    - Local Agenda 21 projects

6.2.3. **Solid Waste (Cleansing)**

Purpose: Waste Reduction and awareness.

Projects/programmes include the following but are not limited to:

(i) Waste reduction and awareness;
(ii) Educational programmes/projects addressing litter and waste handling; and
(iii) Waste minimisation solutions.

6.2.4. **Social Development**

Purpose: The promotion of projects/programmes which stimulates the Stellenbosch Municipality's Integrated Development Plan (IDP) focusing especially on the needs of the most marginalised sectors in the greater Stellenbosch as identified in the ward priorities.

Projects/programmes include the following but are not limited to:

(i) Poverty alleviation;
(ii) Urban renewal;
(iii) Capacity building of communities;

(iv) Youth development;
(v) Women and gender development;
(vi) Early childhood development;
(vii) Street people programmes;
(viii) Arts and culture programmes
(ix) Facilitation of public participation processes; arts and culture programmes
(x) Development of disabled persons, and
(xi) Development of elderly people

6.2.5. **Sports and Recreation**

Purpose: To stimulate the development of sustainable Sport and Recreation infrastructure and programmes within the municipal area especially targeting disadvantaged communities; encourage creativity and self-reliance on the part of grassroots sport and recreation bodies or groups; to increase participation in sport and recreation programmes and activities.

Projects/programmes include the following but are not limited to:

(i) Local sport and recreation clubs;
(ii) School sport teams
(iii) Local sport and recreation councils or associations
(iv) Informal sport and recreation groups; and
(v) Community and non-government organisations.

Category B

6.2.6. **Night Shelters**

Purpose: Provision of shelter for vulnerable individuals living on the street, without homes, in the need of shelter at night. Shelter is provided on a temporary basis and residency should not be provided for on a permanent basis. The Municipality aims to reduce the number of people living on the streets of Stellenbosch and as such the organisation or body's goals should align with this vision. Further the Municipality aims to reduce the socio-economic effects of poverty on the community of Stellenbosch. The organisation or body must therefore present to Council a clear business plan with a comprehensive response to the prevention, reduction, outreach and stabilisation of street people. Organisations or bodies that provide a continuum of services and that collaborate with businesses, government departments and other organisations are preferred. Street people programmes listed in Category A shall fall under this category if provision is made for overnight stay.

Projects/programmes must include the following but are not limited to:

(i) Provision of basic services (overnight facility, shower, morning and evening meals
(ii) Provision of social work services inclusive of referrals

(iii) Family re-integration services
(iv) Social support
(v) Community work programme
(vi) Facility maintenance (Infrastructure and operational equipment)

6.2.7. **Projects aligned to the strategic objectives of the municipality as described in the IDP**

Purpose: The promotion of projects/programmes which stimulates the Stellenbosch Municipality's Integrated Development Plan (IDP) focusing on the strategic objectives of the Municipality and identified ward priorities. The organisation must therefore present to Council not only a clear business plan detailing how they intend to address the specific issue but how they intend to partner with other organisations to achieve a unified approach to that particular challenge. Organisations or bodies that provide a continuum of services and that collaborate with businesses, government departments and other organisations are preferred.
Projects/programmes include the following strategic objectives but are not limited to:
Those listed in Category A that address specific ward priorities identified and specified in the IDP and upon proper motivation contained in a potential plan to address said issue.

(i) Valley of Possibility
(ii) Green and Sustainable Valley
(iii) Dignified Living
(iv) Safe Valley
(v) Good Governance and Compliance

7. APPLICATION PROCEDURE

Applications and proposal for Grant-in-Aid must be on the prescribed form stated in 5.2 above, a copy of which is attached hereto as **Annexure A for Category A and B**. Applications must be accompanied by a covering letter on the letterhead of the organisation or body, signed by the head of the organisation or body and must include the following information. Should an applicant wish to submit a Category B application, but would want to be considered for a Category A application in the event that the Category B application is declined, this must be clearly stated in the covering letter and supporting documents MUST be submitted for both types of applications:

7.1. The applicant's legal name and a brief description of the applicant organisation's or body's business;

7.2. if the applicant claims to be a non-profit organisation, the registration number and the certificate;

7.3. the date of establishment, details of the applicant's member founding documents, including constitution and certificates of incorporation;

7.4. a contact name, full street address, telephone number and an e-mail address;

7.5. if funding is required for a specific project, a brief description of the project what it aims to achieve, as well as the detailed budget for and duration of the project;

7.6. a description on how the project aligns with the needs identified in the community through the IDP process and which ward priorities will be addressed through the project;

7.7. if the request is for general support, the organisation's or body's overall budget must be included;

7.8. references, independent of the applicant and its executive;

7.9. most recent audited financial statements (subject to MFMA, section 67(4)) statements; or at least statements signed off by the treasurer and chairperson of the organization in the case of small emerging organizations;

7.10. a summary of past achievements;

7.11. a declaration by the head of the organization to the satisfaction of the Municipal Manager, that the organisation or body implements effective, efficient and transparent financial management and internal control mechanisms to guard against fraud, theft and financial mismanagement and has in the past complied with requirements for similar transfers of funds; and

7.12. notwithstanding the above requirements, the CFO after considering the merits of an application not complying with the minimum application criteria and after consulting the Municipal Manager, may for the purpose of this policy approve a deviation from the norm;

7.13. Applications for Category B **must** include a schedule of annual costs for a three year period, business plan and audited financial statements.

8. OBLIGATIONS OF THE APPLICANT

8.1. The head of the organisation or body must acknowledge in writing to the Municipal Manager that the money was received in its bank account and that the amount is/will be utilised to the benefit and in accordance with the role of the organisation or body in society. The funds should be used as outlined in the application form.

8.2. The organisation or body shall regularly report, if and when required but at least once a year, to the Municipal Manager regarding the activities conducted, the ward within which activities are conducted, as well as the number of people benefiting from the activities.

8.3. If funding is required for a specific project, a brief description of the project and what it aims to achieve, as well as the detailed budget for and duration of the project.

8.4. The applicant must attend a compulsory workshop on the Grant-in-Aid policy and application procedure prior to submission of the application.

8.5. If successful with the application, the applicant must spend funds according to the approved Grant-in-Aid funding request. Should the need change over the funding period, written consent needs to be obtained from the municipality prior to spending the funds on alternative needs. Failure to spend funding on approved projects can result in the applicant being required to return the funding and/or the applicant being excluded from future applications for a period of 5 years.

9. RIGHTS OF THE MUNICIPALITY

9.1. The Municipality shall be entitled, from time-to-time, to verify and inspect the existence and activities of the organisation or body. The municipality will therefore have the right to physically visit the premises where the organisation, or the funded project, is based; to peruse the budgets and any progress reports related to the project (in contract).

9.2. The Municipality shall manage contracts entered into with organisations or bodies by receiving reports and doing the necessary site visits and inspections to ensure that this policy and contract are being complied with.

9.3. The Municipality has the right not to give a Grant-in-Aid to any or all organisations applying for grants. Having been awarded a grant previously does not give an applicant the right to receive a grant again.

9.4. The Municipality will run proposed donations through a public participation process before final awards are made.

10. AGREEMENT

Before any funds are transferred to an organisation an agreement **(Annexure B)** must be concluded by the Municipal Manager with the beneficiary to protect the interest of the Municipality.

11. DEVIATION

This policy constitutes the entire framework for Grant-in-Aid and no deviation will be entertained.

12. COMMENCEMENT

This Policy takes effect on the date on which it is adopted by the Council of Stellenbosch Municipality.

APPENDIX 3

000
o.za
021

FNB
First National Bank
how can we help you?

BBST13 019344
*SMART MISSION ENTERTAINMENT
171 WATERGANG KAYAMANDI
STELLENBOSCH
7600
SMARTMISSION38@GMAIL.COM

P O Box 40
Stellenbosch 7600
Street Address Neelsie Stellenbosch
Shop K23, Langenhoven Student Centre
Universal Branch Code 250655
fnb.co.za
Lost Cards 087-575-9406
Account Enquiries 087-736-2247
Fraud 087-311-8607

Customer VAT Registration Number Not Provided
Bank VAT Registration Number 4210102051

Gold Business Account : 62860169062

Tax Invoice/Statement Number : 13
Statement Period : 22 July 2021 to 21 August 2021
Statement Date : 21 August 2021

Statement Balances

Opening Balance	175.26 Dr
Closing Balance	2,127.25 Cr
# Inclusive of VAT @ 15.00%	127.80 Dr
Total VAT (ZAR)	127.80 Dr

Bank Charges

Service Fees	451.90 Dr
Cash Deposit Fees	0.00
Cash Handling Fees	389.30 Dr
Other Fees	138.80 Dr

Interest Rate

Credit Rate**	Tiered
Debit Rate (Non-NCA)	7.00%

ansactions in RAND (ZAR)

Date	Description		Amount	Balance	Accrued Bank Charges
Aug	FNB OB Pmt Stb Municipality			39,824.74Cr	
Aug	ATM Cash 00375104	428104*9484	40,000.00Cr	36,824.74Cr	66.00
Aug	Teller Cash Stellenbosch	Cash	3,000.00	19,824.74Cr	210.00
Aug	Cash Handling Fee		17,000.00	19,824.74Cr	389.30
Aug	FNB App Prepaid Airtime 27710349048		0.00	19,724.74Cr	2.70
Aug	ATM Cash Ssdwncr2	428104*9484	100.00	17,424.74Cr	50.60
Aug	ATM Cash 01197007	428104*9484	2,300.00	16,324.74Cr	24.20
Aug	Chq Card ATM Local Cash Advanc Cash Kayamandi Mall	74325631220000089616	1,100.00	15,324.74Cr	22.00
Aug	Chq Card ATM Local Cash Advanc Cash ATM Elkestad M	74244771219000076393	1,000.00	10,324.74Cr	110.00
Aug	POS Purchase Incred Connect Elke	428104*9484 07 Aug	5,000.00	8,525.74Cr	3.68
Aug	Card POS Cash Cshmr Usave Andringa	74552001220081128002	1,799.00	8,175.74Cr	
Aug	POS Purchase Incred Connect Elke	428104*9484 09 Aug	350.00	7,975.74Cr	3.68
Aug	POS Purchase M-R Sell & Sound	428104*9484 07 Aug	200.00	6,575.74Cr	3.68
Aug	POS Purchase Sterns Elkestad 015	428104*9484 10 Aug	1,400.00	4,677.72Cr	3.68
Aug	POS Purchase Shop2Shop *Shop2S	428104*9484 10 Aug	1,898.02	3,357.72Cr	3.68
Aug	Chq Card ATM Local Cash Advanc Cash Kayamandi Mall	74325631228000139686	1,320.00	3,107.72Cr	6.60
Aug	Int On Debit Balance		250.00	3,107.25Cr	
Aug	Penalty Interest		0.47	3,107.05Cr	
Aug	#Monthly Account Fee		0.20	3,027.05Cr	
Aug	#Non FNB ATM Cash Withdrawal Fee		80.00	2,888.45Cr	
Aug	#Cash Handling Fees		138.60	2,499.15Cr	
Aug	#Service Fees		389.30	2,127.25Cr	
	Closing Balance		371.90	**2,127.25Cr**	

Branch Number	Account Number	Date		
636	62860169062	2021/08/21	DDA AA/48/BV/KY/KY/BF/B9/C6/CK/N GOLD BUSINESS ACCOUNT	FN

XS92FN0:62860169062

INVOICE

Nyama nyama shop

BILL TO
Smart Mission Enternment

INVOICE # 1
INVOICE DATE 18/06/2021

DESCRIPTION	AMOUNT
Meat	1,400.00
TOTAL	**R1,400.00**

Thank you

TERMS & CONDITIONS

Payment is due within 30 days

INVOICE

Star cash store

BILL TO
Smart Mission Enternment

INVOICE # 5
INVOICE DATE 18/06/2021

DESCRIPTION	AMOUNT
10kg Rice 2 and Fish oil and Bread	600.00
TOTAL	**R600.00**

Thank you

TERMS & CONDITIONS

Payment is due within 30 days

FOOD LOVER'S MARKET
STELLENBOSCH
81 Andringa Street
Eikestad Mall
Tel: 021-883-2910/Fax: 021-883-2901
EFT CUSTOMER COPY

APPROVED
92664 95636012
42810******9484 27361
Savings purchase
34f7e7e0-c50b-456f-b912-0956377be506
TC: FDAEC984B22C6C8A
Visa Card 0000000000
A0000000031010 0000
PIN Statement: Online Pin used

TOTAL: R749.75
Auth Code: 906722 SRC: 11

PLEASE KEEP FOR YOUR RECORDS
Published Terms and Conditions apply. T
Cashier: Zimbini 2
C1024 #9817 8:15 25/09/2021 S92664 R012
****
Thank you for your patronage
Customer Care: care@fnv.co.za
Customer Care: 0860 007 728
****

Not approved

FOOD LOVER'S MARKET
STELLENBOSCH
81 Andringa Street
Eikestad Mall
Tel: 021-883-2910/Fax: 021-883-2901
TAX INVOICE

BASHEWS CREAM SODA C			
6	X	5.99	35.94
BASHEWS IRON BREW CA			
6	X	5.99	35.94
BASHEWS IRON BREW CA			
6	X	5.99	35.94
BASHEWS ORANGE CAN 3			
6	X	5.99	35.94
TOTAL			143.76
Rounding			-0.06
Cash			144.00
CHANGE			0.30

Description	NET	VAT	TOTAL
VAT	125.00	18.76	143.76

VAT NO. 4700260864
Cashier: AGNES
C1027 #7619 9:06 25/09/2021 S92664 R006
****
Thank you for your patronage
Customer Care: care@fnv.co.za
Customer Care: 0860 007 728
****

Checkers
Eikestad Mall, Stellenbosch
Tel No.: 021 8087260
WCP/028560
Tax Invoice VAT NO. 442 01 06777

CHECKOUT BAG1000	R0.60
HOT DOG SAUCE	R36.99
ROLL WHT HDOG 1S	R99.50
TOTAL	R137.09
Cash Rounding	-R0.09
Cash	R150.00
CHANGE	R13.00

Rate	Vat	TOTAL
15.00%	17.88	137.09

C0013 #0098 10:30:30 300319 S00218. R20
Please keep your till slip
as proof of purchase

No

TAX INVOICE

GB BEEF BURGER CHEES			
25	X	29.99	749.75
TOTAL			749.75
Auth Code: 906722			
TJ EFT			749.75
CHANGE			0.00

Description	NET	VAT	TOTAL
VAT	651.96	97.79	749.75

VAT NO. 4700260864
Cashier: Zimbini 2
C024 #9817 8:15 25/09/2021 S92664 R012
****
Thank you for your patronage
Customer Care: care@fnv.co.za
Customer Care: 0860 007 728
****

No

APPENDIX 4

APPENDIX B

MEMORANDUM OF AGREEMENT

Entered into and between

STELLENBOSCH MUNICIPALITY

(Hereafter called the "***MUNICIPALITY***")

Herein represented by **G Mettler**, in her capacity as **Municipal Manager**, being duly authorised

And

SMART MISSION ENTERTAINMENT

Herein represented by **SIYABONGA MINI** in his capacity as **Chair Person**, being duly authorised.

WHEREAS Section 67(1) of the Local Government: Municipal Finance Management Act, Act 56 of 2003 (MFMA) oblige the Accounting Officer of a **MUNICIPALITY** to satisfy himself that, before transferring funds of the **MUNICIPALITY** to an organisation or body outside any sphere of government otherwise than in compliance with a commercial or other business transaction, that such organisation or body:-

(a) has the capacity and has agreed-

(i) To comply with any agreement with the **MUNICIPALITY**;

(ii) For the period of the agreement to comply with all reporting, financial management and auditing requirements as may be stipulated in the agreement;

(iii) To report at least monthly to the Accounting Officer on actual expenditure against such transfer (should transfers be done on a monthly basis); and

(b) Implements effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and financial mismanagement; and

(c) has in respect of previous similar transfers complied with all the requirements as set out above; and

(d) Give permission to site visits done by the **MUNICIPALITY**.

S.M NC SG.G FS GM

WHEREAS the **MUNICIPALITY** has approved a Grants-in-Aid Policy, in terms whereof applications are considered;

WHEREAS the **BENEFICIARY** has applied for a grant-in-aid as per the official grant-in-aid application form; and

WHEREAS the **MUNICIPALITY** has approved such application, subject to certain conditions;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. TRANSFER OF FUNDS

1.1 The **MUNICIPALITY** hereby undertakes to transfer an all-inclusive amount of

R40 000.00 (Forty thousand rand only), being a donation for the period **01 July 2021** to **30 June 2022** to the **BENEFICIARY**.

1.2 Bank Account details: (The following are confirmed through a correctly completed Creditors Control Form.)

Account number	:	**62860169062**
Name of financial institution	:	**FIRST NATIONAL BANK**
Name of account holder	:	**SMART MISSION ENTERTAINMENT**
Branch code	:	**250937**
Type of account	:	**CHEQUE ACCOUNT**

1.3 The all inclusive amount will be transferred in equal amounts on the following dates (if applicable):

_____

2. OBLIGATIONS OF BENEFICIARY

2.1 The **BENEFICIARY** must acknowledge in writing to the Municipal Manager that the amount(s) was (were) received in its bank account.

2.2 The **BENEFICIARY** hereby certifies that the money will be utilised in accordance with the role of the organisation or society, to the benefit of the community and in accordance with the project(s) / programme(s) as indicated in the application form.

2.3 The **BENEFICIARY** undertakes to regularly report on a monthly basis to the Municipal Manager regarding the activities conducted, actual expenditure against such transferred funds, as well as the number of people benefiting from the activities should monthly payments be made. If not, an annual report on the expenditure will be provided.

2.4 The **BENEFICIARY** further undertakes to submit an audited financial statement for its financial year to the Municipal Manager by not later than **30 June 2022** and a final feedback report by **25 April 2022.**

3. SPECIFIC CONDITIONS

3.1 The parties specifically agree on the following:

That the organization will commit to active involvement in any programme run by the municipality in the area of operation of the organization when such a programme is active in the community.

Other conditions:

.....

4. DECLERATION OF INTEREST

The beneficiary declares that the following municipal employees and/or councillors have a vested interest in the business of the beneficiary. However, they do not benefit directly from this donation and were not part of the decision making process in the allocation of the donations: (Name and designation)

.....

5. ACQUISITION OF ASSETS

5.1 Should the **BENEFICIARY** wish to acquire any moveable or immovable assets with the money donated in terms of this Agreement, the **BENEFICIARY** hereby undertakes to:-

5.1.1 Adhere to the principles as per the **MUNICIPALITY'S** Supply Chain Management Policy, and

5.1.2 Take all reasonable steps to ensure that such assets are maintained and that a system of internal control of such assets is in place.

S.M
N C
S.G.G.

FS GM

6. RIGHTS OF THE MUNICIPALITY

6.1 The **MUNICIPALITY** shall be entitled, from time to time, to verify the existence and to inspect the activities of the **BENEFICIARY**, having regards for its right to privacy as entrenched in terms of the Constitution of the Republic of South Africa.

6.2 The **MUNICIPALITY** shall further be entitled to peruse the budgets and any progress reports related to the project / programme as per this Agreement.

7. FAILURE TO COMPLY

7.1 Failure by the **BENEFICIARY** to comply with the obligations as set out in Clause 2 of this Agreement, may lead to the cancellation of this Agreement, in which case the **MUNICIPALITY** may demand that the organisation pays back any unspent funds as per this Agreement. The **MUNICIPALITY** may even, depending on the circumstances leading to the non-compliance by the **BENEFICIARY**, demand that the organisation pays back the full amount paid to the **BENEFICIARY**.

8. INDEMNIFICATION

8.1 The **BENEFICIARY** hereby acknowledges that it receives the grant voluntarily and that it shall keep the **MUNICIPALITY** indemnified at all times against any loss, cost, damage, injury or liability suffered by the **MUNICIPALITY** resulting from any action, proceeding or claim made by any person (including themselves) against the **MUNICIPALITY** caused directly or indirectly by the use/spending of the grant.

9. DISPUTE RESOLUTION

9.1 Any dispute arising from this Agreement shall be mediated between the Parties by a mutually agreed upon and suitably skilled mediator. Should the mediator be unsuccessful and the Parties fail to reach agreement, the dispute may be referred by

The aggrieved Party to the arbitration of a single arbitrator, to be agreed upon between the Parties, or failing agreement, to be nominated on the application of any Party, by the President for the time being of the South African Association of Arbitrators. The decision of the single arbitrator shall be final and binding on the Parties.

10. NOTICES AND DOMICILIA

10.1 The parties choose as their *domicilia citandi et executandi* their respective addresses as set out in this clause for all purposes arising out of or in connection with the agreement at which addresses all processes and notices arising out of or in connection with this

S M
N C
S.G.G.

FS

Agreement, its breach or termination, may validly be served upon or delivered to the Parties.

10.2 For purposes of this Agreement the Parties' respective addresses shall be:

10.2.1 The **MUNICIPALITY:**

Town House
Plein Street
Stellenbosch
7600
Fax: 021 – 808 8029

10.2.2 The **BENEFICIARY:**

Smart Mission Entertainment
177 Watergang
Kayamandi
7600
Email address: smartmission38@gmail.com

Or at such other address of which the Party concerned may notify the other(s) in writing provided that no street address mentioned in this sub-clause shall be changed to a post office box or poste restante.

10.3 Any notice given in terms of this Agreement shall be in writing and shall-

10.3.1 If delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

10.3.2 If posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) day following the date of such posting;

10.3.3 If transmitted by facsimile be deemed to have been received by the addressee on the day following the date of despatch;

10.4 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another, including by way of facsimile transmission, shall be adequate written notice or communication to such party.

11. ENTIRE AGREEMENT

This Agreement, including the **Grant-in-Aid policy and application form**, reflects the entire Agreement between the Parties and no variation, amendment or addendum shall be of any force and effect between the Parties unless contained in writing, signed and agreed on by both Parties.

Signed at Stellenbosch on this 30th **day** of **June** 2021.

.....

For the **MUNICIPALITY**

WITNESS: 1. .....

2. .....

Signed at Stellenbosch on this 8th day of **June** 2021.

.....

For the **BENEFICIARY**

WITNESS: 1. .....

2. .....

APPENDIX 5

26.04.22

To Stellenbosch Municipality

Franschhoek Rugby Club would like to express our gratitude to Stellenbosch municipality for the funding of R40.000 received in August 2021.

Due to the epidemic, we were unable to play rugby and our main source of income is the gate money.

With the funding we were able to pay for our outstanding accounts, referee payment. We were able to buy stock for our shop to sell and from the proceeds we could feed our players after the game.

We are currently waiting on a quote for ties for the players and will spent the remaining money as soon as possible.

Thank you

Franschhoek Rugby Club

Requested for transport and equipment

APPENDIX 6

APPENDIX B

MEMORANDUM OF AGREEMENT

Entered into and between

STELLENBOSCH MUNICIPALITY

(Hereafter called the "***MUNICIPALITY***")

Herein represented by **G Mettler**, in her capacity as **Municipal Manager**, being duly authorised

And

FRANSCHHOEK RFC

Herein represented by **GEORGE COLLINS** in his capacity as **Chair Person**, being duly authorised.

WHEREAS Section 67(1) of the Local Government: Municipal Finance Management Act, Act 56 of 2003 (MFMA) oblige the Accounting Officer of a **MUNICIPALITY** to satisfy himself that, before transferring funds of the **MUNICIPALITY** to an organisation or body outside any sphere of government otherwise than in compliance with a commercial or other business transaction, that such organisation or body:-

(a) has the capacity and has agreed-

(i) To comply with any agreement with the **MUNICIPALITY**;

(ii) For the period of the agreement to comply with all reporting, financial management and auditing requirements as may be stipulated in the agreement;

(iii) To report at least monthly to the Accounting Officer on actual expenditure against such transfer (should transfers be done on a monthly basis); and

(b) Implements effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and financial mismanagement; and

(c) has in respect of previous similar transfers complied with all the requirements as set out above; and

(d) Give permission to site visits done by the **MUNICIPALITY.**

WHEREAS the **MUNICIPALITY** has approved a Grants-in-Aid Policy, in terms whereof applications are considered;

WHEREAS the **BENEFICIARY** has applied for a grant-in-aid as per the official grant-in-aid application form; and

WHEREAS the **MUNICIPALITY** has approved such application, subject to certain conditions;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. TRANSFER OF FUNDS

1.1 The **MUNICIPALITY** hereby undertakes to transfer an all-inclusive amount of

R40 000.00 (Forty thousand rand only), being a donation for the period **01 July 2021** to **30 June 2022** to the **BENEFICIARY**.

1.2 Bank Account details: (The following are confirmed through a correctly completed Creditors Control Form.)

Account number	:	**280082096**
Name of financial institution	:	**STANDARD BANK**
Name of account holder	:	**FRANSCHHOEK RUGBY CLUB**
Branch code	:	**051001**
Type of account	:	**CHEQUE ACCOUNT**

1.3 The all inclusive amount will be transferred in equal amounts on the following dates (if applicable):

_____

2. OBLIGATIONS OF BENEFICIARY

2.1 The **BENEFICIARY** must acknowledge in writing to the Municipal Manager that the amount(s) was (were) received in its bank account.

2.2 The **BENEFICIARY** hereby certifies that the money will be utilised in accordance with the role of the organisation or society, to the benefit of the community and in accordance with the project(s) / programme(s) as indicated in the application form.

2.3 The **BENEFICIARY** undertakes to regularly report on a monthly basis to the Municipal Manager regarding the activities conducted, actual expenditure against such transferred funds, as well as the number of people benefiting from the activities should monthly payments be made. If not, an annual report on the expenditure will be provided.

2.4 The **BENEFICIARY** further undertakes to submit an audited financial statement for its financial year to the Municipal Manager by not later than **30 June 2022** and a final feedback report by **25 April 2022.**

3. SPECIFIC CONDITIONS

3.1 The parties specifically agree on the following:

That the organization will commit to active involvement in any programme run by the municipality in the area of operation of the organization when such a programme is active in the community.

Other conditions:

.....

4. DECLERATION OF INTEREST

The beneficiary declares that the following municipal employees and/or councillors have a vested interest in the business of the beneficiary. However, they do not benefit directly from this donation and were not part of the decision making process in the allocation of the donations: (Name and designation)

.....

5. ACQUISITION OF ASSETS

5.1 Should the **BENEFICIARY** wish to acquire any moveable or immovable assets with the money donated in terms of this Agreement, the **BENEFICIARY** hereby undertakes to:-

5.1.1 Adhere to the principles as per the **MUNICIPALITY'S** Supply Chain Management Policy, and

5.1.2 Take all reasonable steps to ensure that such assets are maintained and that a system of internal control of such assets is in place.

6. RIGHTS OF THE MUNICIPALITY

6.1 The **MUNICIPALITY** shall be entitled, from time to time, to verify the existence and to inspect the activities of the **BENEFICIARY**, having regards for its right to privacy as entrenched in terms of the Constitution of the Republic of South Africa.

6.2 The **MUNICIPALITY** shall further be entitled to peruse the budgets and any progress reports related to the project / programme as per this Agreement.

7. FAILURE TO COMPLY

7.1 Failure by the **BENEFICIARY** to comply with the obligations as set out in Clause 2 of this Agreement, may lead to the cancellation of this Agreement, in which case the **MUNICIPALITY** may demand that the organisation pays back any unspent funds as per this Agreement. The **MUNICIPALITY** may even, depending on the circumstances leading to the non-compliance by the **BENEFICIARY**, demand that the organisation pays back the full amount paid to the **BENEFICIARY**.

8. INDEMNIFICATION

8.1 The **BENEFICIARY** hereby acknowledges that it receives the grant voluntarily and that it shall keep the **MUNICIPALITY** indemnified at all times against any loss, cost, damage, injury or liability suffered by the **MUNICIPALITY** resulting from any action, proceeding or claim made by any person (including themselves) against the **MUNICIPALITY** caused directly or indirectly by the use/spending of the grant.

9. DISPUTE RESOLUTION

9.1 Any dispute arising from this Agreement shall be mediated between the Parties by a mutually agreed upon and suitably skilled mediator. Should the mediator be unsuccessful and the Parties fail to reach agreement, the dispute may be referred by

The aggrieved Party to the arbitration of a single arbitrator, to be agreed upon between the Parties, or failing agreement, to be nominated on the application of any Party, by the President for the time being of the South African Association of Arbitrators. The decision of the single arbitrator shall be final and binding on the Parties.

10. NOTICES AND DOMICILIA

10.1 The parties choose as their *domicilia citandi et executandi* their respective addresses as set out in this clause for all purposes arising out of or in connection with the agreement at which addresses all processes and notices arising out of or in connection with this

Agreement, its breach or termination, may validly be served upon or delivered to the Parties.

10.2 For purposes of this Agreement the Parties' respective addresses shall be:

10.2.1 The **MUNICIPALITY:**

Town House
Plein Street
Stellenbosch
7600
Fax: 021 – 808 8029

10.2.2 The **BENEFICIARY:**

Franschhoek Rugby Club
9 Keerom Street
Groendal
Franschhoek
7690
Email address: gc@macglobal.co.za

Or at such other address of which the Party concerned may notify the other(s) in writing provided that no street address mentioned in this sub-clause shall be changed to a post office box or poste restante.

10.3 Any notice given in terms of this Agreement shall be in writing and shall-

10.3.1 If delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

10.3.2 If posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) day following the date of such posting;

10.3.3 If transmitted by facsimile be deemed to have been received by the addressee on the day following the date of despatch;

10.4 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another, including by way of facsimile transmission, shall be adequate written notice or communication to such party.

11. ENTIRE AGREEMENT

This Agreement, including the **Grant-in-Aid policy and application form**, reflects the entire Agreement between the Parties and no variation, amendment or addendum shall be of any force and effect between the Parties unless contained in writing, signed and agreed on by both Parties.

Signed at Stellenbosch on this 30 th day of **June 2021**.

.....

For the **MUNICIPALITY**

WITNESS: 1. .....

2. .....

Signed at Stellenbosch on this 21 th day of **June 2021**.

.....

For the **BENEFICIARY**

WITNESS: 1. .....

2. .....

APPENDIX 7

Annexure 7

Board Planning Meeting

FNB

BOSSA STELLENBOSCH

19-08 2021 20:23:31
V:0200 R:20201029

CUSTOMER COPY

(** APPROVED **)

UTI: 10022983-0216-4716-4577-0e33f9ddaee1
RRN: 30-TN01004577
MASTERCARD
A:973507
5229020098417399

Purchase R1629.00)22
5

Thank You UE

	2	40.00	140.00
200g Pepper Ja	1	175.00	175.00
300g Pepper Ja	1	180.00	180.00
300ml Coke	2	19.00	38.00
350g Laid Back	1	190.00	190.00
440 Windhoek D	2	35.00	70.00
500ml C/Lite D	3	38.00	114.00
Calamari Pan	1	59.00	59.00
Cappuccino	2	28.00	56.00
Chicken Hashbr	1	79.00	79.00
Johhny Blue Fi	1	175.00	175.00
Johnny Blue Ru	1	205.00	205.00

Bill Total 1481.00

Tax% (already included) 193.17

Tendered 0.00

IF YOU WISH TO PAY BY CARD ONLY MASTER

AND VISA ACCEPTED

THANK YOU FOR : TIP :R .....

YOUR SUPPORT : TOTAL :R .....

1

APPENDIX 8

~~APPENDIX B~~

MEMORANDUM OF AGREEMENT

Entered into and between

STELLENBOSCH MUNICIPALITY

(Hereafter called the "***MUNICIPALITY***")

Herein represented by **G Mettler**, in her capacity as **Municipal Manager**, being duly authorised

And

UBUNTU HIKING

Herein represented by **CLINT LESTON SEPTEMBER** in his capacity as **Chairperson**, being duly authorised.

WHEREAS Section 67(1) of the Local Government: Municipal Finance Management Act, Act 56 of 2003 (MFMA) oblige the Accounting Officer of a **MUNICIPALITY** to satisfy himself that, before transferring funds of the **MUNICIPALITY** to an organisation or body outside any sphere of government otherwise than in compliance with a commercial or other business transaction, that such organisation or body:-

(a) has the capacity and has agreed-

(i) To comply with any agreement with the **MUNICIPALITY**;

(ii) For the period of the agreement to comply with all reporting, financial management and auditing requirements as may be stipulated in the agreement;

(iii) To report at least monthly to the Accounting Officer on actual expenditure against such transfer (should transfers be done on a monthly basis); and

(b) Implements effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and financial mismanagement; and

(c) has in respect of previous similar transfers complied with all the requirements as set out above; and

(d) Give permission to site visits done by the **MUNICIPALITY.**

WHEREAS the **MUNICIPALITY** has approved a Grants-in-Aid Policy, in terms whereof applications are considered;

WHEREAS the **BENEFICIARY** has applied for a grant-in-aid as per the official grant-in-aid application form; and

WHEREAS the **MUNICIPALITY** has approved such application, subject to certain conditions;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. TRANSFER OF FUNDS

1.1 The **MUNICIPALITY** hereby undertakes to transfer an all-inclusive amount of

R40 000.00 (Forty thousand rand only), being a donation for the period **01 July 2021** to **30 June 2022** to the **BENEFICIARY**.

1.2 Bank Account details: (The following are confirmed through a correctly completed Creditors Control Form.)

Account number	:	**1103116355**
Name of financial institution	:	**NEDBANK**
Name of account holder	:	**UBUNTU HIKING**
Branch code	:	**107110**
Type of account	:	**CHEQUE ACCOUNT**

1.3 The all inclusive amount will be transferred in equal amounts on the following dates (if applicable):

_____

2. OBLIGATIONS OF BENEFICIARY

2.1 The **BENEFICIARY** must acknowledge in writing to the Municipal Manager that the amount(s) was (were) received in its bank account.

2.2 The **BENEFICIARY** hereby certifies that the money will be utilised in accordance with the role of the organisation or society, to the benefit of the community and in accordance with the project(s) / programme(s) as indicated in the application form.

2.3 The **BENEFICIARY** undertakes to regularly report on a monthly basis to the Municipal Manager regarding the activities conducted, actual expenditure against such transferred funds, as well as the number of people benefiting from the activities should monthly payments be made. If not, an annual report on the expenditure will be provided.

2.4 The **BENEFICIARY** further undertakes to submit an audited financial statement for its financial year to the Municipal Manager by not later than **30 June 2022** and a final feedback report by **25 April 2022.**

3. SPECIFIC CONDITIONS

3.1 The parties specifically agree on the following:

That the organization will commit to active involvement in any programme run by the municipality in the area of operation of the organization when such a programme is active in the community

Other conditions:

.....

4. DECLERATION OF INTEREST

The beneficiary declares that the following municipal employees and/or councillors have a vested interest in the business of the beneficiary. However, they do not benefit directly from this donation and were not part of the decision making process in the allocation of the donations: (Name and designation)

NEE

.....

5. ACQUISITION OF ASSETS

5.1 Should the **BENEFICIARY** wish to acquire any moveable or immovable assets with the money donated in terms of this Agreement, the **BENEFICIARY** hereby undertakes to:-

5.1.1 Adhere to the principles as per the **MUNICIPALITY'S** Supply Chain Management Policy, and

5.1.2 Take all reasonable steps to ensure that such assets are maintained and that a system of internal control of such assets is in place.

6. RIGHTS OF THE MUNICIPALITY

6.1 The **MUNICIPALITY** shall be entitled, from time to time, to verify the existence and to inspect the activities of the **BENEFICIARY**, having regards for its right to privacy as entrenched in terms of the Constitution of the Republic of South Africa.

6.2 The **MUNICIPALITY** shall further be entitled to peruse the budgets and any progress reports related to the project / programme as per this Agreement.

7. FAILURE TO COMPLY

7.1 Failure by the **BENEFICIARY** to comply with the obligations as set out in Clause 2 of this Agreement, may lead to the cancellation of this Agreement, in which case the **MUNICIPALITY** may demand that the organisation pays back any unspent funds as per this Agreement. The **MUNICIPALITY** may even, depending on the circumstances leading to the non-compliance by the **BENEFICIARY**, demand that the organisation pays back the full amount paid to the **BENEFICIARY**.

8. INDEMNIFICATION

8.1 The **BENEFICIARY** hereby acknowledges that it receives the grant voluntarily and that it shall keep the **MUNICIPALITY** indemnified at all times against any loss, cost, damage, injury or liability suffered by the **MUNICIPALITY** resulting from any action, proceeding or claim made by any person (including themselves) against the **MUNICIPALITY** caused directly or indirectly by the use/spending of the grant.

9. DISPUTE RESOLUTION

9.1 Any dispute arising from this Agreement shall be mediated between the Parties by a mutually agreed upon and suitably skilled mediator. Should the mediator be unsuccessful and the Parties fail to reach agreement, the dispute may be referred by

The aggrieved Party to the arbitration of a single arbitrator, to be agreed upon between the Parties, or failing agreement, to be nominated on the application of any Party, by the President for the time being of the South African Association of Arbitrators. The decision of the single arbitrator shall be final and binding on the Parties.

10. NOTICES AND DOMICILIA

10.1 The parties choose as their *domicilia citandi et executandi* their respective addresses as set out in this clause for all purposes arising out of or in connection with the agreement at which addresses all processes and notices arising out of or in connection with this

Agreement, its breach or termination, may validly be served upon or delivered to the Parties.

10.2 For purposes of this Agreement the Parties' respective addresses shall be:

10.2.1 The **MUNICIPALITY:**

Town House
Plein Street
Stellenbosch
7600
Fax: 021 – 808 8029

10.2.2 The **BENEFICIARY:**

Ubuntu Hiking

25 Rolinda Street

Jamestown

Stellenbosch

7600

Email address: info@uhike.co.za

Or at such other address of which the Party concerned may notify the other(s) in writing provided that no street address mentioned in this sub-clause shall be changed to a post office box or poste restante.

10.3 Any notice given in terms of this Agreement shall be in writing and shall-

10.3.1 If delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

10.3.2 If posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) day following the date of such posting;

10.3.3 If transmitted by facsimile be deemed to have been received by the addressee on the day following the date of despatch;

10.4 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another,

including by way of facsimile transmission, shall be adequate written notice or communication to such party.

11. ENTIRE AGREEMENT

This Agreement, including the **Grant-in-Aid policy and application form**, reflects the entire Agreement between the Parties and no variation, amendment or addendum shall be of any force and effect between the Parties unless contained in writing, signed and agreed on by both Parties.

Signed at Stellenbosch on this 30th day of **June** 2021.

.....

For the **MUNICIPALITY**

WITNESS: 1. .....

2. .....

Signed at Stellenbosch on this 15th day of **June** 2021

.....

For the **BENEFICIARY**

WITNESS: 1. .....

2. .....

12.	**CONSIDERATION OF ITEMS, REPORTS, COMMUNICATIONS, PETITIONS AND APPLICATIONS SUBMITTED VIA THE OFFICE OF THE MUNICIPAL MANAGER**

12.1	**MUNICIPAL PUBLIC ACCOUNTS COMMITTEE (MPAC): [CLLR WF PIETERSEN]**

12.1.1	**CONSIDERATION OF CONTRACTOR'S EXPENSE AND LOSS CLAIM RELATING TO BSM/17/20: UPGRADE OF STELLENBOSCH MUNICIPAL FIRE STATION**

(KINDLY NOTE: DUE TO MPAC MEETING DATE OF 2022-08-19, THE ITEM WILL BE DISTRIBUTED UNDER SEPARATE COVER ON MONDAY)

12.1.2	**CONSIDERATION OF EXPENDITURE INCURRED RELATING TO THE 2021/2022 FINANCIAL YEAR 7**

(KINDLY NOTE: DUE TO MPAC MEETING DATE OF 2022-08-19, THE ITEM WILL BE DISTRIBUTED UNDER SEPARATE COVER ON MONDAY)

12.1.3	**CONSIDERATION OF THE IRREGULAR EXPENDITURE INCURRED RELATING TO BARLOWORLD TOYOTA STELLENBOSCH**

(KINDLY NOTE: DUE TO MPAC MEETING DATE OF 2022-08-19, THE ITEM WILL BE DISTRIBUTED UNDER SEPARATE COVER ON MONDAY)

13.	**REPORTS BY THE MUNICIPAL MANAGER**

13.1	**DRAFT IDAS VALLEY / BOTMASKOP NATURE AREA ENVIRONMENTAL MANAGEMENT PLAN (DRAFT MAY 2022)**

Collaborator No:
KPA Ref No:
Meeting Date: **24 August 2022**

1. SUBJECT: DRAFT IDAS VALLEY / BOTMASKOP NATURE AREA ENVIRONMENTAL MANAGEMENT PLAN (DRAFT MAY 2022)

2. PURPOSE

The Draft Idas Valley / Botmaskop Nature Area[1] Environmental Management Plan (EMP) (May 2022) (Annexure A) has been prepared to establish a distinct vision and overarching goal for the management of the subject area in context off, and giving effect to, the relevant legislation and associated regulations.

The purpose of this item is to acquire Council's approval to advertise the draft Idas Valley / Botmaskop Nature Area EMP for public input.

3. DELEGATED AUTHORITY

For decision by the Council of Stellenbosch Municipality (the Municipality).

4, EXECUTIVE SUMMARY

The Idas Valley / Botmaskop Nature Area (NA) is located on the north-western boundary of Stellenbosch town, above Idas Valley. The Idas Valley portion of the NA is located north of the Helshoogte pass on the way to Pniel. Botmaskop is located south of the road, against the mountain side, as one exists Stellenbosch driving up the Helshoogte pass. The NA covers an area of ±425 ha of which the Idas Valley area consist of 335 ha. The area is mainly bordered by farmland, the urban area of Idas Valley to the south-west and the mountainous natural landscape towards the Jonkershoek Mountains in the south. The relevant property is municipal owned land zoned for agricultural use. Most of the area has been used for forestry purposes at some point. The Idas Valley Dam(s), which provides Stellenbosch town with potable water, is located within the NA.

Because of the area's location (close proximity relative to Stellenbosch- and other towns as well as the City of Cape Town), its topography, scenic quality and past use it is currently utilized for a number of purposes. These include:

Outdoor recreation: Having been a forestry area in the past the NA consists of a network of old service roads. The Old Helshoogte pass also cuts through the area. This infrastructure and the attributes of the area mentioned above makes the Idas Valley / Botmaskop NA a popular destination for cyclers, runners and hikers.

---

[1] A **nature area** has no formal environmental protection status or proclamation as opposed to a **nature reserve** that has been declared as such in terms of, for example, the National Environmental Management: Protected Areas Act, 57 of 2003.

Wood making: The NA is invaded, partly due to its use as forest area in the past, by a number of alien vegetation species ranging from plants to mature trees. This provides a resource to local contractors collect firewood. Each year a number of permits (issued as per the Council approved tarif structure) that allows this activity within the Idas Valley area are issued by the Municipality. In terms of these permits the felling of trees are prohibited. Fallen- or trees felled by the Municipality is allowed to be processed.

Cultural / Agricultural use: The NA have, over the past 10 – 15 years, accommodated a number of uses associated with cultural rituals, tribal initiations and agriculture or plot farming.

Events: The Idas Valley / Botmaskop NA is the subject of numerous event applications, mainly associated with mountain-biking or trail-running.

Filming: The Municipality, from time-to-time, receives applications for filming or photoshoots within its nature areas, including the Idas Valley / Botmaskop NA.

Water provision: In the centre of the area are two catchment dams and associated Municipal infrastructure that plays an important role in providing Stellenbosch town with potable water. The use and maintenance of this infrastructure is important to make sure that water service delivery to the relevant dependant areas is provided.

To date the Idas Valley / Botmaskop NA has been managed without a formally approved EMP in place. Because of the area's ecological value, its value as public resource and its vulnerability to degradation due to past and present use it is important that an overarching management plan for the area be put in place to ensure that the Idas Valley / Botmaskop NA is managed in a sustainable manner.

5. RECOMMENDATION

(a) that Council approves the advertisement of the draft Idas Valley / Botmaskop Nature Area Environmental Management Plan (May 2022) for a period of 21 days for public input; and

(b) that the inputs received during the above public participation process be worked into a final Idas Valley / Botmaskop Nature Area Environmental Management Plan to be presented to Council for approval.

6. DISCUSSION / CONTENTS

6.1 Background

As stated above the Idas Valley / Botmaskop NA are utilised for a number of uses. Apart from maintaining the area for such uses the area requires substantive management and resources to maintain it as Municipal property and asset. Main functions in this regard include alien clearing, firebreak management, general upkeep and security. In addition to addressing these issues, the proposed EMP also seek to manage the following primary threats to the NA:

Inappropriate Fire Regime: The Fynbos vegetation in the Idas Valley / Botmaskop NA requires a fire regime that provides for high intensity fires at intervals that range from 8 to 20 years, occurring in late-summer (i.e. February-March).

Over-utilisation by visitors: the Idas Valley / Botmaskop NA is a particularly attractive natural area and provides for a broad spectrum of recreation opportunities. It is, subsequently, a popular attraction for eco-tourists and sports persons practicing

specific nature-related activities. Main potential problems in this regard include pollution, trampling of plants, disturbing of animals, soil compaction leading to unnatural erosion, and degradation of the social environment. It is imperative that the carrying capacity (both social and ecological) of the NA is not exceeded by visitors.

Alien Plan Infestation: The infestation of Fynbos areas by alien plants is known to be a primary threat to biodiversity in general (mainly due to habitat fragmentation) and catchment dynamics. In the latter regard, it is important to note that Fynbos has unique intrinsic water conservation capabilities and subsequently plays a critical role in the maintenance of the natural *water cycle*. In order to sustain the fundamentally important catchment function of the Idas Valley / Botmaskop NA it is, therefore, imperative to implement integrated eradication programs for alien plants.

Security (access control): The Idas Valley / Botmaskop NA is a large area that is a challenge to secure.

Pollution: The NA is a target for illegal dumping from time to time and regular clean-up of general pollution / waste is required.

Cultural / Agricultural use: As stated above the NA have, over the past years, accommodated a number of uses associated with cultural rituals, tribal initiations and agriculture or plot farming. Although these uses have an important role to play in die local-community and society it does not always align with the broader vision of the NA and use as a conservation area utilised for a range of recreation uses.

The core value of the Idas Valley / Botmaskop NA is the ecosystem goods and -services it provides to the area and its surroundings. It is also important that the area be managed in a way (especially from an alien plant management point of view) that will maximize water run-off to the Idas Valley Dams and the surrounding areas. It is therefore important that it be managed in a manner that addresses the challenges listed above, a manner that maximizes the value of Idas Valley / Botmaskop NA's resources and ensure sustainability.

6.2 Discussion

The Idas Valley / Botmaskop NA EMP (May 2022) has been prepared to establish as distinct vision and overarching goal for the management of the Idas Valley / Botmaskop NA in context off, and giving effect to, the relevant legislation and associated regulations.

The EMP consist of management strategies and guidelines for the management of the area under the following themes:

- Administration
- Environmental Protection
- Land Use Management
- Environmental Auditing

6.3 Financial Implications

There is no direct financial implication should the recommendations as set out in this report be accepted.

The purpose of this item is to acquire Council's approval to advertise and request public comment on the draft EMP. Other than advertisement fees the execution of the above recommendation will have no financial implications to Council.

6.4 Legal Implications

The recommendations in this report comply with Council's policies and applicable legislation.

6.5 Staff Implications

This report has no additional staff implications to the Municipality.

6.6 Previous / Relevant Council Resolutions

No previous Council Resolutions in this regard.

6.7 Risk Implications

This report the risk implications for the Municipality.

6.8 Comments from Senior Management

The Item and a copy of the Draft Idas Valley / Botmaskop Nature Area Environmental Management Plan (May 2022) were sent to all directors on 13 May 2022 for input by 27 May 2022. No feedback was received.

ANNEXURES

Annexure A: Draft Idas Valley / Botmaskop Nature Area Environmental Management Plan (May 2022)

FOR FURTHER DETAILS CONTACT:

NAME	**Schalk van der Merwe**
POSITION	**Environmental Planner**
DIRECTORATE	**Community and Protection Services**
CONTACT NUMBERS	**021 808 8679**
E-MAIL ADDRESS	**schalk.vandermerwe@stellenbosch.gov.za**
REPORT DATE	**31 May 2022**

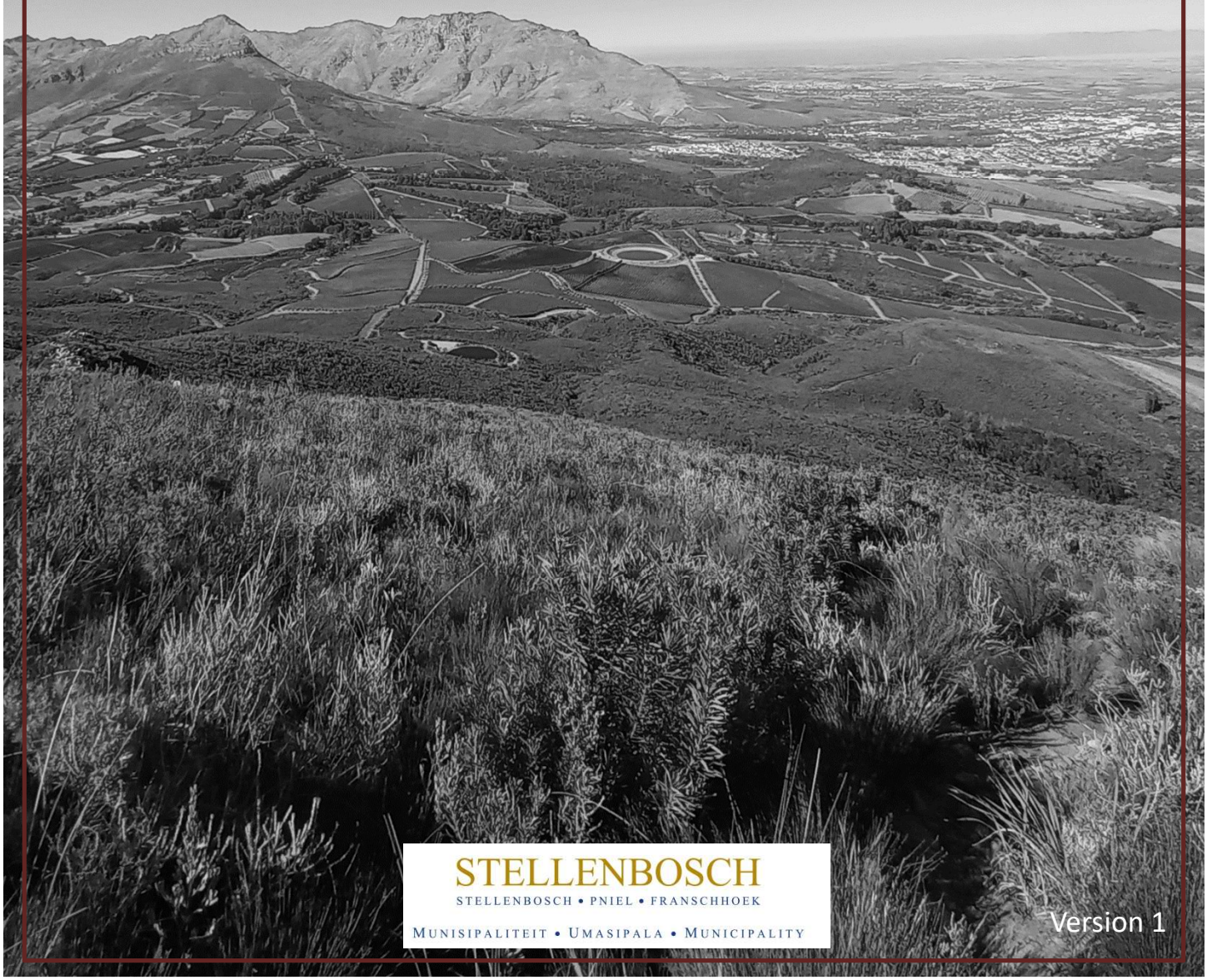
ANNEXURE A

CONSULTATIVE DRAFT

IDAS VALLEY / BOTMASKOP NATURE AREA

ENVIRONMENTAL MANAGEMENT PLAN

May 2022



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Version 1

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ABBREVIATIONS

CBA	Critical Biodiversity Area
DEA&DP	Department of Environmental Affairs and Development Planning
DEA	National Department of Environmental Affairs
DAFF	Department of Agriculture, Forestry and Fisheries
DWS	National Department of Water and Sanitation
EIA	Environmental Impact Assessment
EMP	Environmental Management Plan
FPA	Fire Protection Association in terms of the National Veld and Forest Fire Act
GIS	Geographical Information System
IDP	Municipal Integrated Development Plan
MOU	Memorandum of Understanding
NEMA	National Environmental Management Act
NA	Nature Area
NFEPA	National Freshwater Ecosystem Priority Area
NPAES	National Protected Area Expansion Strategy
NSBA	National Spatial Biodiversity Assessment
PA	Protected Area
SAHRA	South African Heritage Resources Agency
SDF	Municipal Spatial Development Framework
UNESCO	United Nations Educational, Scientific and Cultural Organisation

1. INTRODUCTION

1.1 PURPOSE

The purpose of this Environmental Management Plan (EMP) is to establish a distinct vision and overarching goal for the management of the Idas Valley / Botmaskop Natura Area (from heron referred to as the Idas Valley / Botmaskop NA or simply the NA) in context of the relevant legislation and associated regulations. Accordingly, the primary aims of this EMP include the following:

1. Facilitating the rehabilitation and long-term management of the Idas Valley / Botmaskop NA.
2. Promotion of a conservation ethos in the minds of the people of the area and the general public with the objective to create a shared responsibility to maintain the health, diversity and productivity of the area in a spirit of stewardship and caring.
3. Implementation of management practices that will benefit current and future generations.
4. Provision of sustainable outdoor recreational opportunities in the area.
5. Ensuring that future growth and development proposals for Stellenbosch are compatible with the vision, goals and objectives for the area and associated ecological systems.

1.2 VISION

In order to balance the management requirements of the Idas Valley / Botmaskop NA with the aspirations of all stakeholders and the place-specific environmental, social and economic constraints, the following vision is set for the area:

<u>To manage and protect the Idas Valley / Botmaskop Nature Area as a sustainable and safe area which is recognised and valued for its environmental integrity and community-supporting functions.</u>

1.3 OVERARCHING GOAL

The over-arching goal of the Idas Valley / Botmaskop NA is to contribute towards environmental sustainability and the conservation of biodiversity as a prerequisite for the latter. This EMP builds on the recognition that for biodiversity conservation to succeed, the maintenance of environmental integrity (as defined by ecological, economic and social criteria) must be one of the primary determinants of land-use planning and management.

Sustainability, under present circumstances, cannot be achieved without any form of management intervention and such intervention has to be financed to a significant extent. Accordingly, sustainable development projects or use within the area should ideally contribute towards the required financing of management activities in a spirit of partnership.

The CSIR (2002) states that sustainable development should *improve the state of any given situation.* Sustainable development requires a long-term, integrated, systems approach pertaining to economic, environmental and social issues. Fostering a strong sense of community and building partnerships and consensus among key stakeholders are important elements of sustainable development (CSIR, 2002). The International Union for the Conservation of Nature (IUCN) defined sustainable development as '*development that meets the needs of the present generations without compromising the ability of future generations to meet their own needs*'.

The International Institute for Sustainable Development (IISD) (1995) states that sustainable development occurs at the intersection of three global imperatives, namely *human well-being, environmental integrity* and *economic efficiency*. The interactive model of sustainability illustrates that sustainable development occurs where the three imperatives interact within an 'interactive zone' (Figure 1). Development outside this 'interactive zone' will not be sustainable. Mebratu (1998).[1] The EMP builds on the following understanding of the three global imperatives:

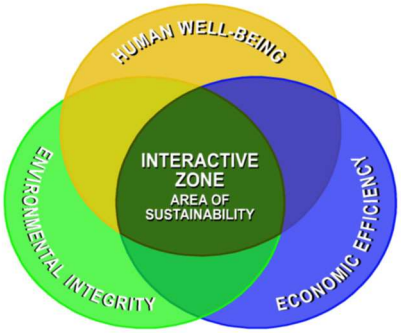


Figure 1: The interactive model of sustainability (Adapted from Mebratu, 1998).

1.3.1 Human Well-Being

Human well-being refers to both *material* and *spiritual* well-being. Material well-being refers to the absence of poverty. Spiritual well-being *inter alia* refers to the absence of inequality and being in a position to obtain new powers, emotionally, intellectually and physically and to be able to play a meaningful role in promoting and achieving sustainable development. It is recognised that the Idas Valley / Botmaskop NA has a significant impact on the well-being of the people of Stellenbosch and surroundings in terms of a number of important aspects.

1.3.2 Environmental Integrity

Environmental integrity refers to the relative '*wholeness*' of the environment. 'Environment' is defined as the aggregate of all external conditions and influences affecting the life of an organism. Environmental integrity is determined by the *value* of the environment or place (natural or human-made), with specific reference to its intrinsic, systemic, and/or instrumental value. The EMP builds on the recognition that the human-made environment is located within and 'contained' by the natural environment. The manner in which human settlements are developed, therefore, has an immense impact on the quality and integrity of the environment as a totality. It is therefore imperative that the human-made environment be planned, designed and developed in a manner that will ensure the maintenance of the values referred to above (i.e. intrinsic, systemic, and/or instrumental value). From a natural environmental perspective, ecological integrity is a key factor in the sustainable development equation. Ecological integrity *inter alia* requires that biodiversity is protected and essential ecological processes and services (e.g. water yield and quality, soil conservation, decomposition, etc.) are maintained. *Environmental health* is the key to sustainable development. The primary threat to environmental health is fragmentation of community-supporting ecosystems. Fragmentation generally leads to a cycle of environmental degradation, which subsequently influences the well-being of the dependent communities.

1.3.3 Economic Efficiency

Economic efficiency is understood as *the optimisation of benefit at the lowest cost*. It includes the innovative and efficient use of available resources. The Idas Valley / Botmaskop NA is an important public resource that has to be managed for the benefit of all concerned and in terms of best-practice management strategies in order to ensure efficiency.

[1] Mebratu, D. 1998: Sustainability and sustainable development: Historical and conceptual overview. *Environmental Impact Assessment and Review*, 18:493-520.

1.4 GUIDING PRINCIPLES

It is important that the following principles guide future management of the Idas Valley / Botmaskop NA:

a) Precautionary principle: The precautionary principle refers to actions on issues considered to be uncertain. The principle is used by policy makers to justify discretionary decisions in situations where there is the possibility of harm from making a certain decision when extensive scientific knowledge on the matter is lacking. Precaution may be defined as *caution in advance* or *caution practised in the context of uncertainty*. The precautionary principle is an expression of a need by decision-makers to anticipate harm before it occurs.

b) Causal principle: This principle indicates that default responsibility for rectification or mitigation of any particular impact rests with the entity which directly caused such impact. While the more well-known polluter pays principle is a subcategory of this, the causal principle applies not just to pollution but more generally to all impacts.

c) Integration principle: The Integration principle refers not only to the cooperation between different social bodies, but also to the integration of different physical, biological and social realities and issues pertaining to a particular geographic area.

d) Cooperation principle: Government as well as the private sector, non-governmental organisations and science all need to be involved to ensure sustainability. Successful long-term environmental management requires that all role players to act cooperatively to achieve a common goal.

1.5 MANAGEMENT OBJECTIVES

Further to achieving the above listed goals, the management objections for Idas Valley / Botmaskop NA are the following:

a) Water conservation through the conservation of the catchment area with the aim of providing the optimal sustainable stream-flow or yield of high-quality water to the Idas Valley Dam and lower lying areas.

b) Nature conservation by managing the area in accordance with ecologically acceptable principles and practices.

c) Outdoor recreation by creating opportunities for place specific, sustainable, suitable environmental use and low intensity outdoor use.

d) Cultural activities that are in line with place specific characteristics of the area, that are sustainable and that does not pose un-manageable risk.

e) Tourism and job-creation through partnership with local partners.

f) Providing opportunities for research that would benefit nature conservation and environmental management in general.

1.6 ADAPTIVE MANAGEMENT

The preparation of this management plan has been undertaken based on the guiding principles of adaptive management, which is a structured, iterative process in which decisions are made using the best available information, with the aim of obtaining better information through monitoring of performance (Figure 2). In this way, decision making is aimed at achieving the best outcome based on current understanding, whilst accruing the information needed to improve future management. Adaptive management can lead to revision of a part or if necessary the whole management plan.



Figure 2: Adaptive Management Cycle (Management Strategy Evaluation, 2009)

Adaptive management enables landowners and managers to:

a) learn through experience;
b) take account of, and respond to, changing factors that affect the NA;
c) develop or refine management processes; and
d) adopt best practices and new innovations in biodiversity conservation management.

2. LOCATION AND EXTENT

2.1 LOCATION

The Idas Valley / Botmaskop NA is situated within Stellenbosch Municipality (the Municipality) on the north-western boundary of Stellenbosch town, just above (to the north, north-east and east of) Idas Valley (Figure 3). The Idas Valley portion of the NA is located north of the Helshoogte pass on the way to Pniel. Botmaskop is located south of the road, against the mountain side, as one exists Stellenbosch driving up the Helshoogte pass.

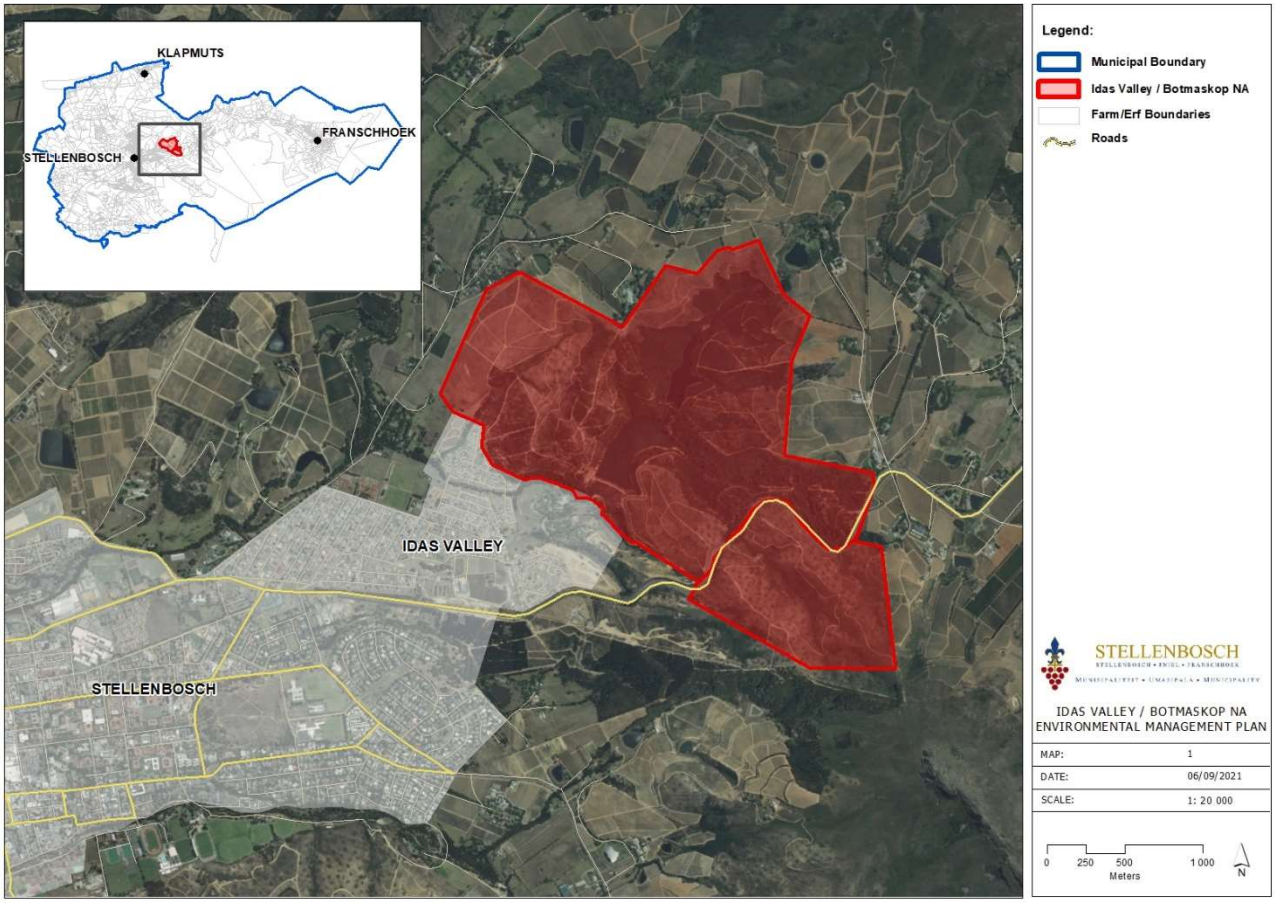


Figure 3: Idas Valley / Botmaskop NA in context of Stellenbosch town.

The NA covers an area of ±425 ha of which the Idas Valley area consist of 335 ha. The area is mainly bordered by farmland, the urban area of Idas Valley to the south-west and the mountainous natural landscape towards the Jonkershoek Mountains in the south.

The relevant property is municipal owned land and zoned for agricultural use. The largest portion of the area has been used for forestry purposes at some point. The Idas Valley Dam(s), which provides Stellenbosch town with potable water, is located within the NA.

2.2 LANDSCAPE PERSPECTIVE

Stellenbosch Municipality forms part of the Cape Winelands Biosphere Reserve (CWBR) which was approved by United Nations Educational, Scientific and Cultural Organization (UNESCO) and included in the World Network of Biosphere Reserve in 2007. The Idas Valley / Botmaskop NA forms

part of a system of nature and / or protected areas that collectively form the core and buffer areas of the CWBR. This system is based upon the principle that a system of protected areas is a key element of any strategy to maintain biodiversity and ecosystem functions on a larger regional scale. It is imperative that such a system be designed and managed to represent and protect the diversity of ecological processes, communities, species and gene pools (Global Biodiversity Strategy, 1992).

Various protected areas in the proximity of the Idas Valley / Botmaskop NA include Papegaaiberg Nature Reserve, Jan Marais Nature Reserve, Jonkershoek Conservancy, Bottelary Hills Renosterveld Conservancy, Hottentots-Holland Nature Reserve, Koopmanskloof Private Nature Reserve and Simonsberg Nature Reserve (Figure 4).

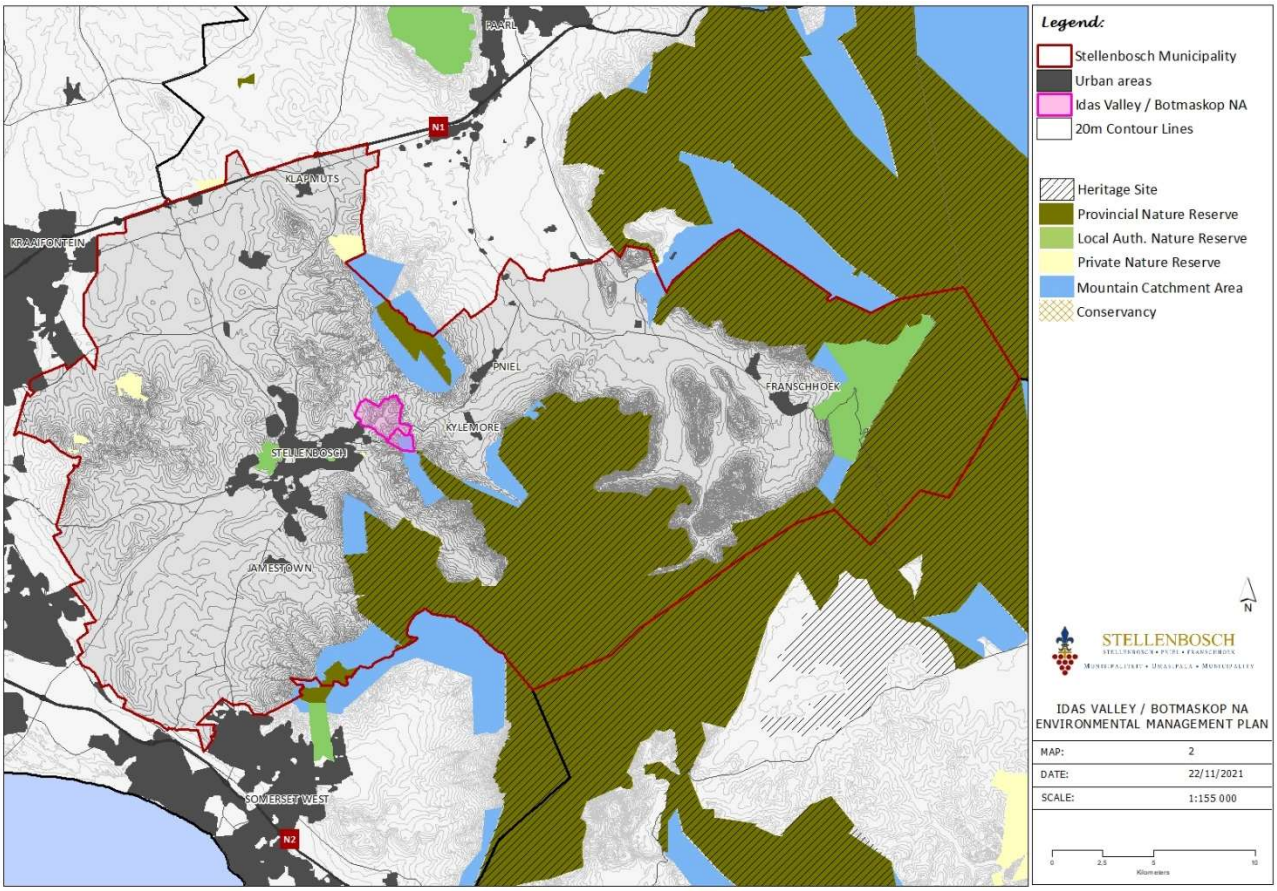


Figure 4: Idas Valley / Botmaskop NA in context of surrounding protected areas

2.3 PROPERTY INFORMATION

As mentioned above, the Idas Valley / Botmaskop NA consists of an area of approximately 425 ha, comprising of the following properties:

Table 1: Idas Valley / Botmaskop NA properties.

Property	Size (ha)
Portion 1 of Farm 169	20.5
Portion 1 of Farm 135	3.5
Portion 2 of Farm 135	0.1

Remainder of Farm 171	8.9
Remainder of Farm 170	15.5
Portion 1 of Farm 165	120.1
Remainder of Farm 119	237.7
Portion 4 of Farm 119	5.0
Portion 7 of Farm 119	3.5
Portion 8 of Farm 119	9.0

Most of these properties are located to the north of the Helshoogte Road, or the Idas Valley portion of the NA (Figure 5).

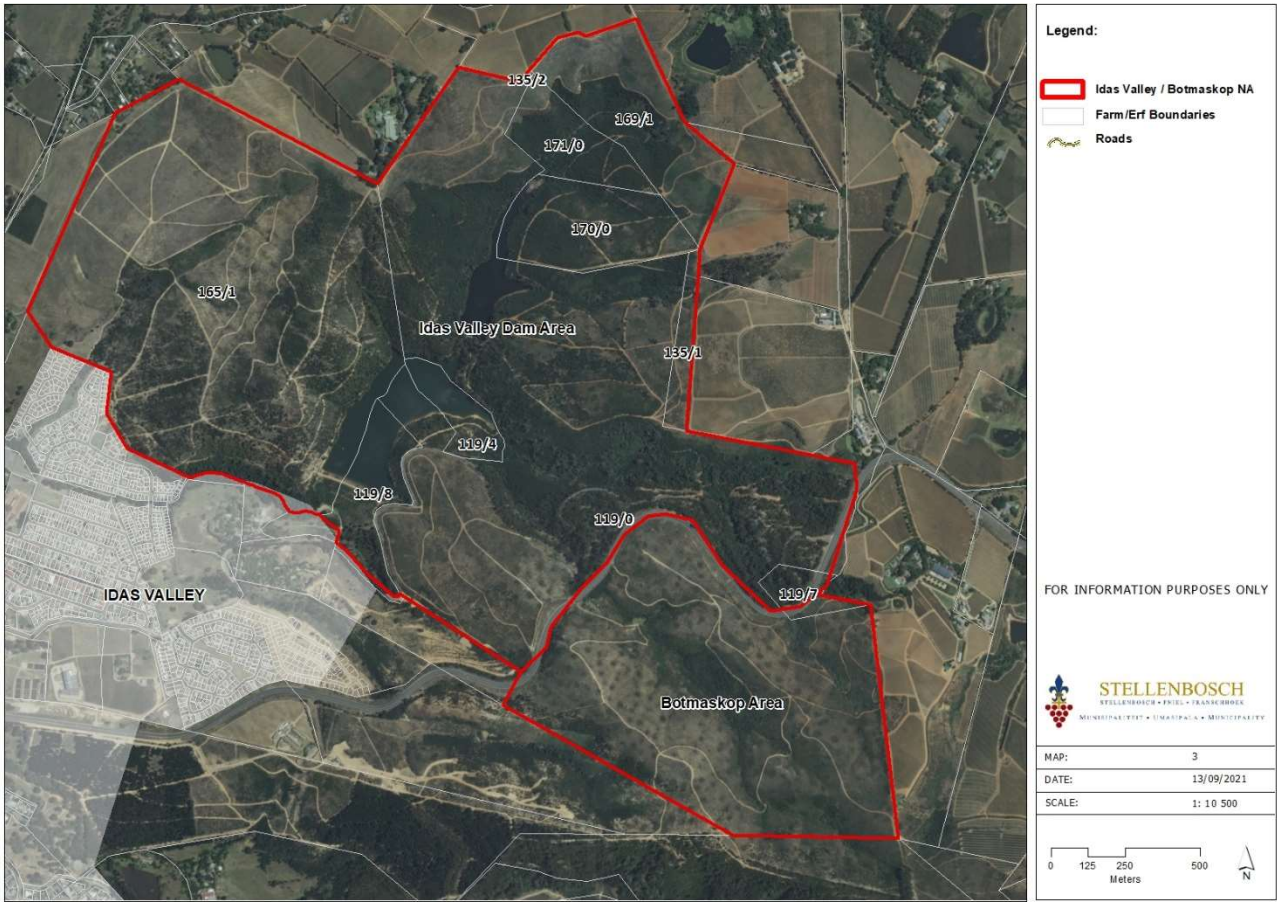


Figure 5: Property description.

3. LAND USES

3.1 WATER PROVISION

In the centre of the area are two catchment dams and associated Municipal infrastructure that plays an important role in providing Stellenbosch town with potable water. The use and maintenance of this infrastructure is important to make sure that water service delivery to the relevant dependant areas is provided in a sustainable manner over the long-term.

Maintenance of the NA, especially from an alien plant management point of view, will play a major role in improving water run-off from the dam's immediate surrounding areas and drainage corridors.

3.2 OUTDOOR RECREATION

Having been a forestry area in the past the NA consists of a network of old service roads. The Old Helshoogte pass also cuts through the area (Figure 6). Given the scenic qualities of the area, the existing road network en proximity to Stellenbosch and surrounding local communities the Idas Valley / Botmaskop NA is a popular recreational use area used by cyclers, runners and hikers.

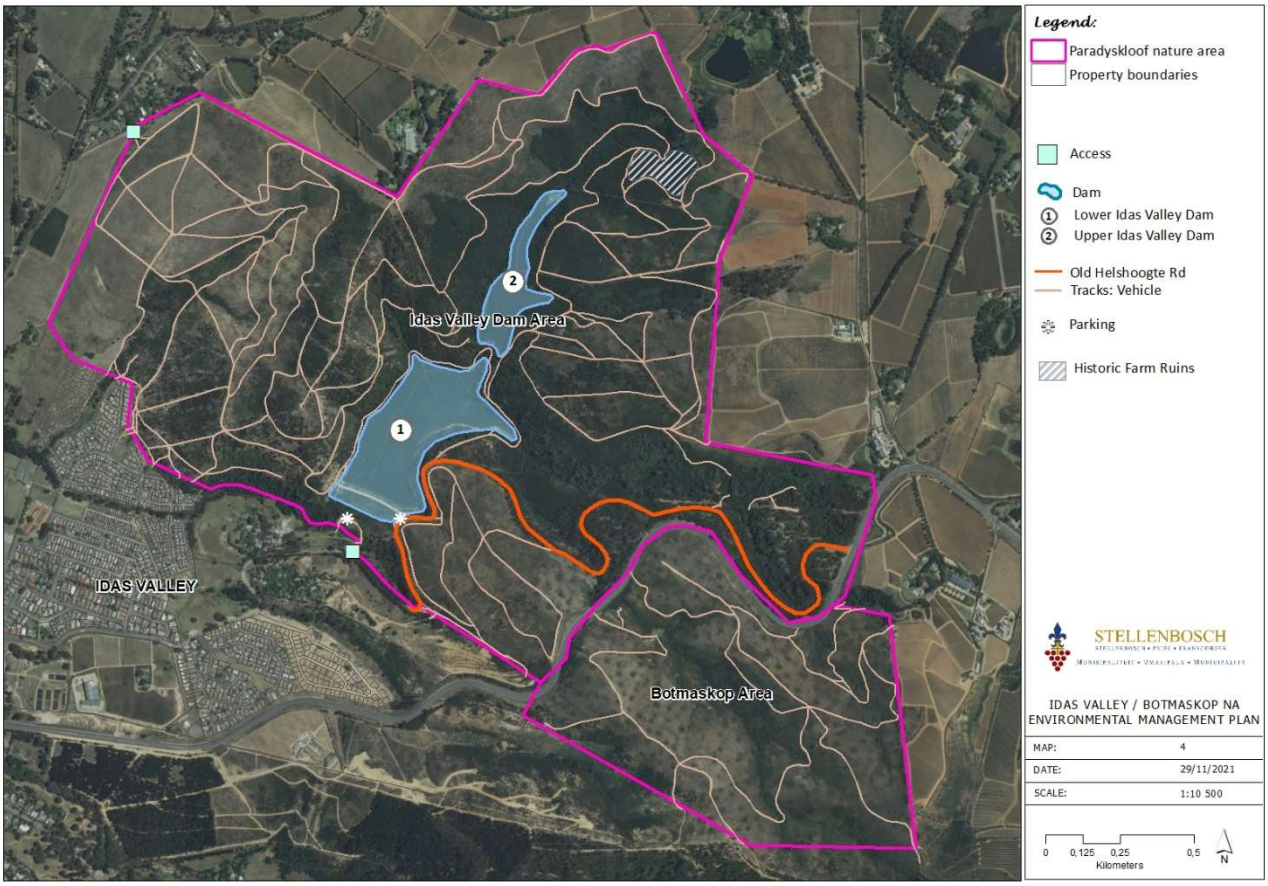


Figure 6: Existing infrastructure within the Idas Valley / Botmaskop NA.

3.3 OTHER USES

Other uses in the NA include the following:

Wood making: The NA is invaded, partly due to its use as forest area in the past, by a number of alien vegetation species ranging from plants to mature trees. This provides a resource to local contractors collect firewood. Each year a number of permits (issued as per the Council approved tarrif structure) that allows this activity within the Idas Valley area are issued by the Municipality. In terms of these permits issued the felling of trees are prohibited. Fallen- or trees felled by the Municipality is allowed to be processed.

Rastafarians: The Municipality have allowed the Rastafarian community to conduct religious activity as well as some gardening within a selected location within the NA.

Initiations: For more than a decade selected locations within the NA have been used for the annual initiations conducted by a number of African groups such as the Xhosa's and Basutu's. During these initiations the most of the NA is closed to the public.

Events: The Idas Valley / Botmaskop NA is the subject of numerous event applications, mainly associated with mountain-biking or trail-running.

Filming: The Municipality, from time-to-time, receives applications for filming or photoshoots within its nature areas, including the Idas Valley / Botmaskop NA.

4. PHYSICAL DESCRIPTION

4.1 CLIMATE

Stellenbosch Municipality has a typically Mediterranean climate. Summers are dry and warm to hot. Daytime temperatures range from 24°C to 35°C, with some February and March days rising to over 40°C. A south easterly wind often blows in summer bringing cooler air from the nearby coast. Winter is typically wet, windy and cold with daytime temperatures range from 10°C to 20°C. Rain is brought with north westerly winds. Stellenbosch normally receives about 673mm of rain per year. Snow is usually seen a couple of times in winter on the surrounding mountains. Spring and autumn daytime temperatures hover in the 20°C's.

4.2 TOPOGRAPHY, GEOLOGY AND SOIL

The Idas Valley / Botmaskop NA differs quite dramatically with low gullies (200m above see-level), rising hills all the way up towards Simonsberg Mountain in the Botmaskop area (600m above see-level). The area drains into the existing catchment dams and into the Krom River below (Figure 7).

The higher lying areas of Idas Valley / Botmaskop NA is dominated with rock with little to no soil. The lower lying, or western portion of the Idas Valley / Botmaskop NA consist of red and yellow freely drained mesotropic to eutropic soils (Figure 8).

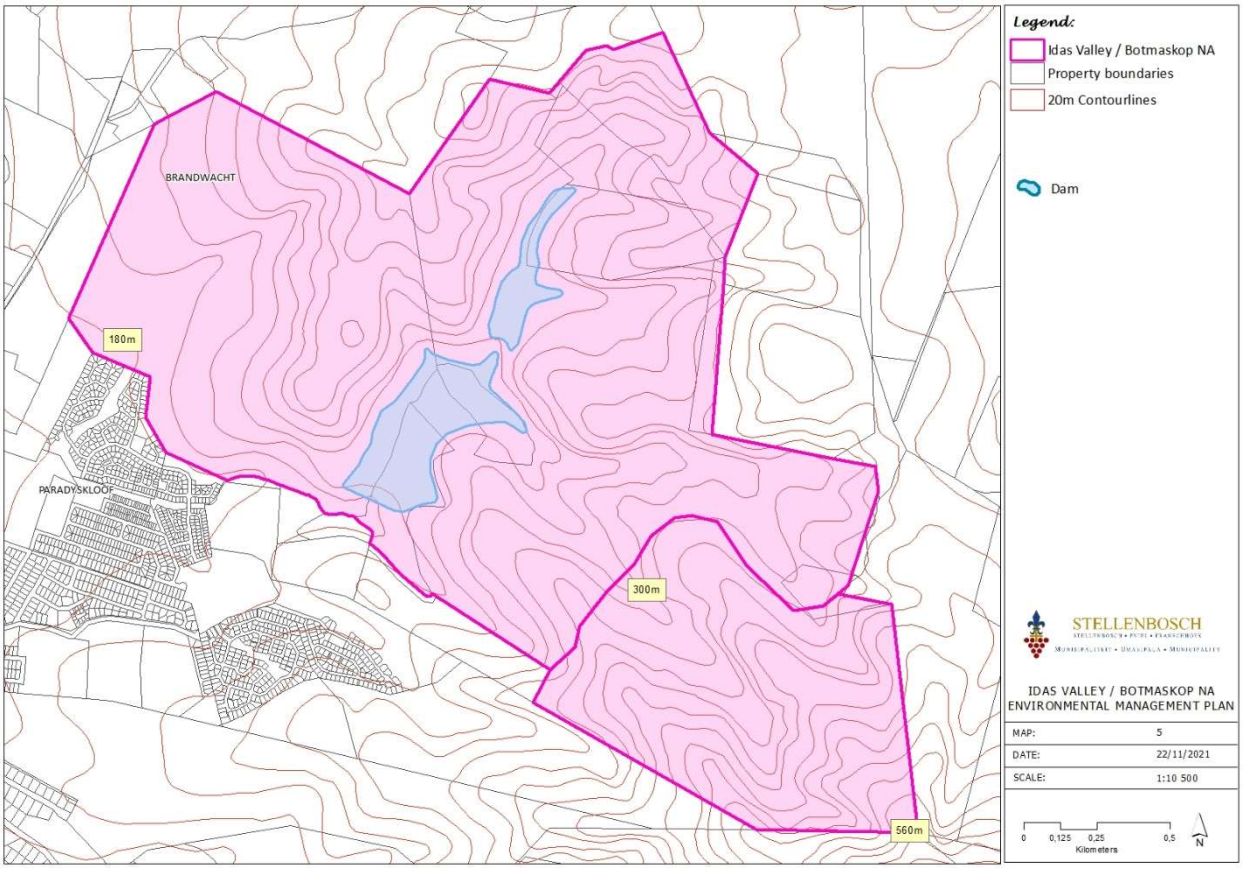


Figure 7: Idas Valley / Botmaskop NA topography

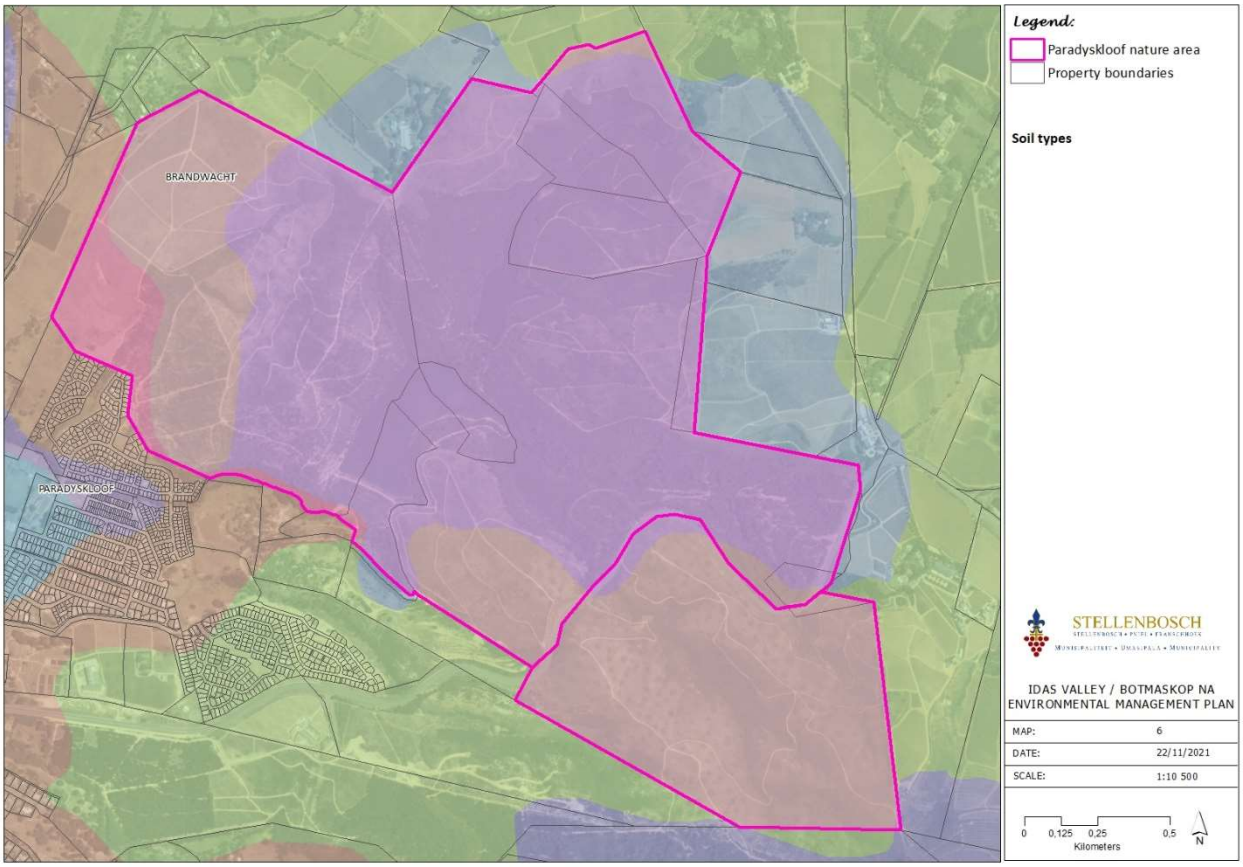


Figure 8: Idas Valley / Botmaskop NA soil

4.3 HYDROLOGY

Idas Valley / Botmaskop NA forms part of quaternary catchment[2] number G22G (Figure 9). Although the catchment of Idas Valley / Botmaskop NA seems rather insignificant it is important to note that the latter forms part of an integrated group of ecosystems that collectively determine the health of the total catchment. The primary threat to environmental health is fragmentation of the community-supporting ecosystems. Fragmentation generally leads to a cycle of environmental degradation, which in turn influences the wellbeing of the depending communities.

Ecosystems and / or catchments are mutually dependent on every natural component for their existence. The loss, or degradation, of one component affects all others. Hence the importance of conserving every part of a system that forms part of the natural water-cycle[3].

The Krom River is approximately 5 km in length and rises in the Simonsberg Mountains some 9 km north-east of Stellenbosch. The river is dammed at the Idas Valley dams from where it flows through agricultural areas before entering Stellenbosch through Idas Valley. Before its confluence with the Plankenbrug River below the Plankenbrug Industrial Area the river flows through the central residential area of Stellenbosch. The quality of the Krom River is average to poor, mainly influenced by urban and agricultural run-off.

2 Catchment (or catchment area) is defined as the entire land area from which water flows into a river. Catchments can be divided into smaller sub-catchments which are usually the area which drains a tributary to the main river or a part of the main river.

3 The water-cycle describes the natural process of moving water out of the oceans, into the atmosphere, onto land and back into oceans.

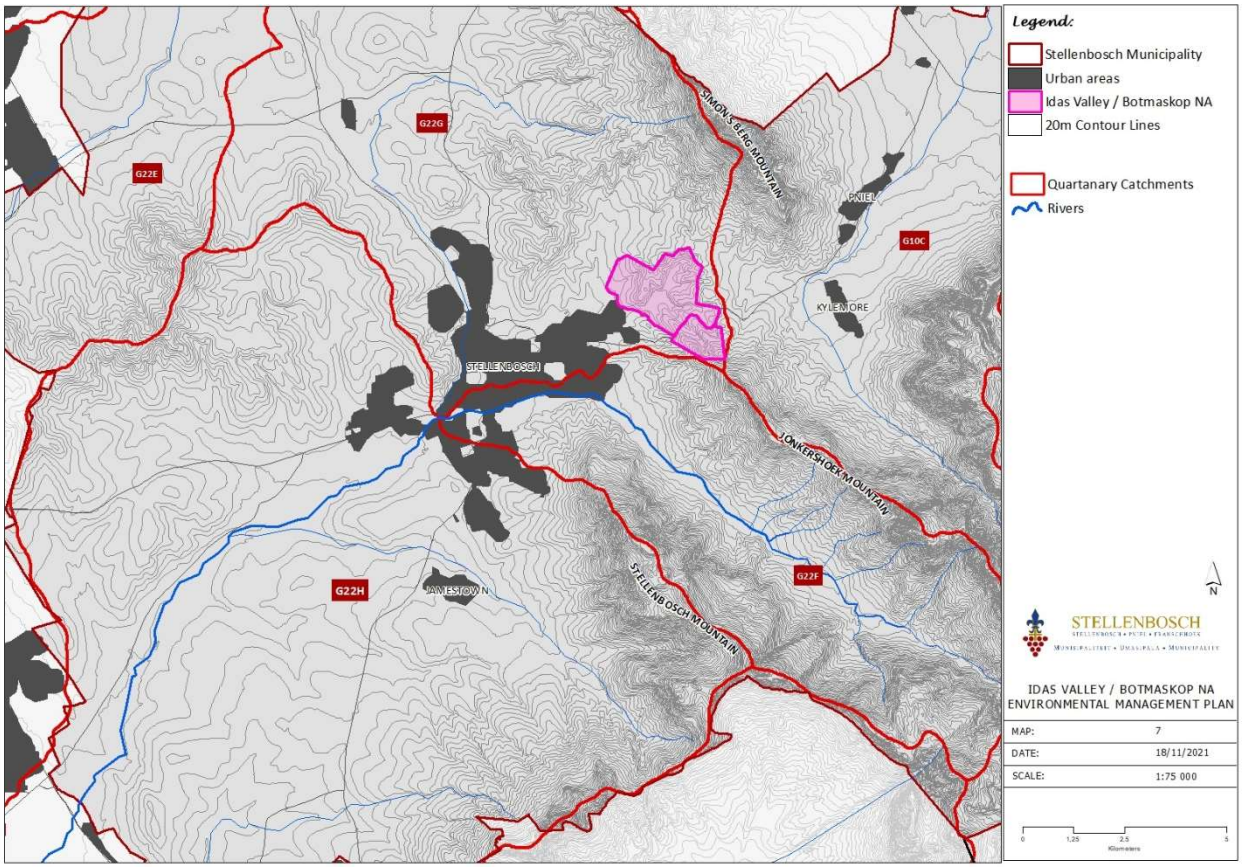


Figure 9: Catchment Area.

5. BIOPHYSICAL DESCRIPTION

5.1 FLORA

The Idas Valley / Botmaskop NA falls within the Cape Floral Kingdom which is inter-nationally recognised as one of the six Floral Kingdoms of the world. The unique Cape Floral Kingdom is the smallest, covering a mere 0,06% of the earth's surface, and is the only Floral Kingdom contained in its entirety within a single country (refer to Figure 10).

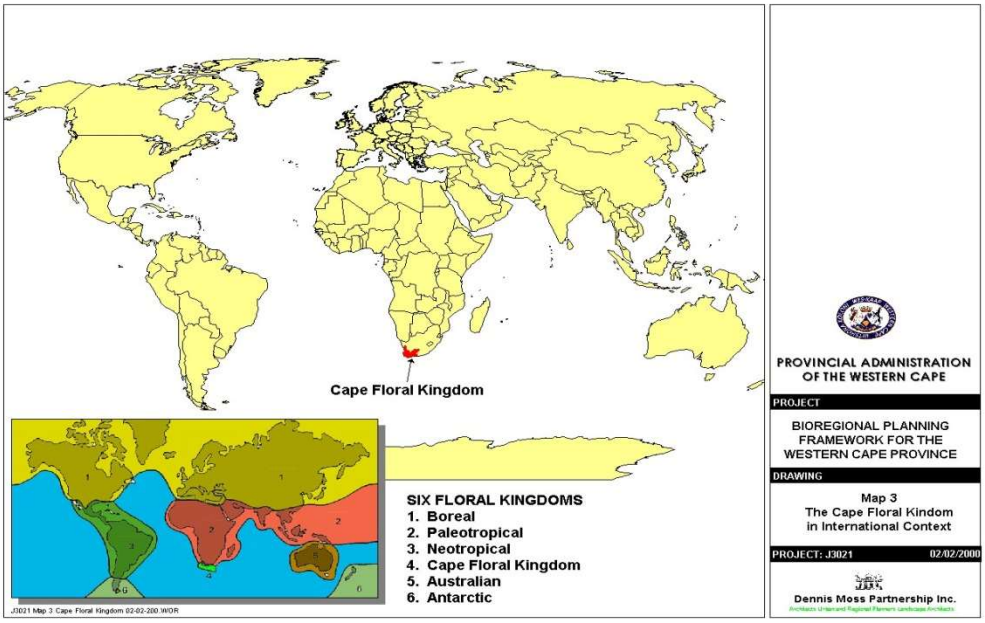


Figure 10: The Cape Floral Kingdom in International Context.

The Cape Floral Kingdom is of immense scientific importance. It covers only 4% of South Africa, but contains 45% of all plant species occurring in the country. About three-quarters of all plants in the South African Red Data Book occur in the Cape Floral Kingdom. The Cape Floral Kingdom is characterised by an exceptional richness in plant species and high endemicity. More than 8 700 species are known to occur, with more than 68% being endemic. It, thus, compares with some of the richest floras worldwide, surpassing many tropical forest regions in floral diversity. The Cape Floral Kingdom comprises various biomes, namely Fynbos, Forest, Nama Karoo, Succulent Karoo, and Thicket. However, Low and Rebelo (1996)[3] state that the contribution of Fynbos in terms of species richness, endemicity, and fame, is so overwhelming, that the Cape Floral Kingdom is considered to be 'essentially Fynbos'.

Fynbos is the noun describing the unique flora that occurs exclusively in the South-Western Cape in a narrow band following the Cape Fold Mountains from north of Nieuwoudtville to near Port Elizabeth. Many Fynbos species are extremely localised in their distribution, with sets of such localised species organised into 'centres of endemism' (Low and Rebelo, 1996).

[3] Low, A.B. & Rebelo, A.G. (eds). 1996. ***Vegetation of South Africa, Lesotho and Swaziland***. Dept. Environmental Affairs and Tourism, Pretoria.

The uniqueness and value of Fynbos puts South Africans under the obligation to explore this unique natural heritage, to display it to the rest of the world, and to preserve it for future generations. To accomplish this, an understanding of the uniqueness of Fynbos and its complicated processes and ecological cycles, and the interdependence of its various components, is necessary. Research is the key to this understanding. The Fynbos Biome provides opportunities for specialised research to scientists and students from all over the world.

Although immensely impacted upon by invasion of exotic species, pollution, agriculture, forestry and trampling the natural vegetation of the Idas Valley / Botmaskop NA includes the following:

West Coast Renosterveld:

The area falls within an area that was once covered by West Coast Renosterveld. Remnants of the vegetation type still occur, comprising species such as Renosterbos (*Elytropappus rhinocerotis*), Wild Rosemary (*Eriocephalis africanus*), Dune Teabush (*Leysera gnaphalodes*), Jakkalsstert (*Anthospermum aethiopicum*) and Blombos (*Metalasia muricata*). These areas also comprise of herbaceous perennial grass cover including Redgrass (*Themeda triandra*) and Cape Terpentipe grass (*Cymbopogon marginatus*). Due to its threatened conservation status it is important that the West Coast Renosterveld in the Idas Valley / Botmaskop NA be rehabilitated and protected.

Thickets:

Clumps of Wild Olive (*Olea europaea* subsp *africana*), shrubs such as Blue Kuni-Bush (*Rhus glauca*), and Blueberry (*Diospyros glabra*) and geophytes such as Suurkanol (*Chasmanthe aethiopica*) and Arum Lily (*Zantedeschia aethiopica*) occurs in some of the areas in the Idas Valley / Botmaskop NA.

Riparian and riverine vegetation:

The Krom River flows through the foothills of the Idas Vally / Botmaskop NA. This river, together with its tributaries, are of significant importance being ecological corridors connecting the Hottentots Holland Mountains with natural areas in the Cape Flats. Although under pressure remnants of indigenous vegetation persist in and along the river. These includes trees such as Cape Willow (*Salix mucronata*), Spoonwood (*Hartogiella schinoides*), Wild Peach (*Kiggelaria africana*), Rock Candlewood (*Maytenus oleoides*) and Breede River Yellowwood (*Podocarpus elongatus*). Some attractive indigenous shrubs also occur including the Honey Bell Bush (*Freylinia lanceolata*) and Wild Sage (*Salvia Africana-caerulea*). The health of the river is largely dependant on the status of the riparian vegetation. The river is largely degraded due to the infestation of exotic plants such Oak (*Quercus robur*), Weeping Willow (*Salix babylonica*), Stinkbean (*Paraserianthes lophantha*), Port Jackson (*Acacia saligna*), Pittosporum spp and Elephant Ear (*Colocasia esculenta*). Additional factors that caused degradation of the river include pollution and eutrophication of the water due to over-fertilization of surrounding areas and upstream human activities.

In terms of the Western Cape Biodiversity Spatial Plan (2017) the NA is mostly depicted as Critical Biodiversity 2 and Ecological Support Area 2 (Figure 11). The various categories (CBA's [Critical Biodiversity Areas]) are defined in Table 2 below.

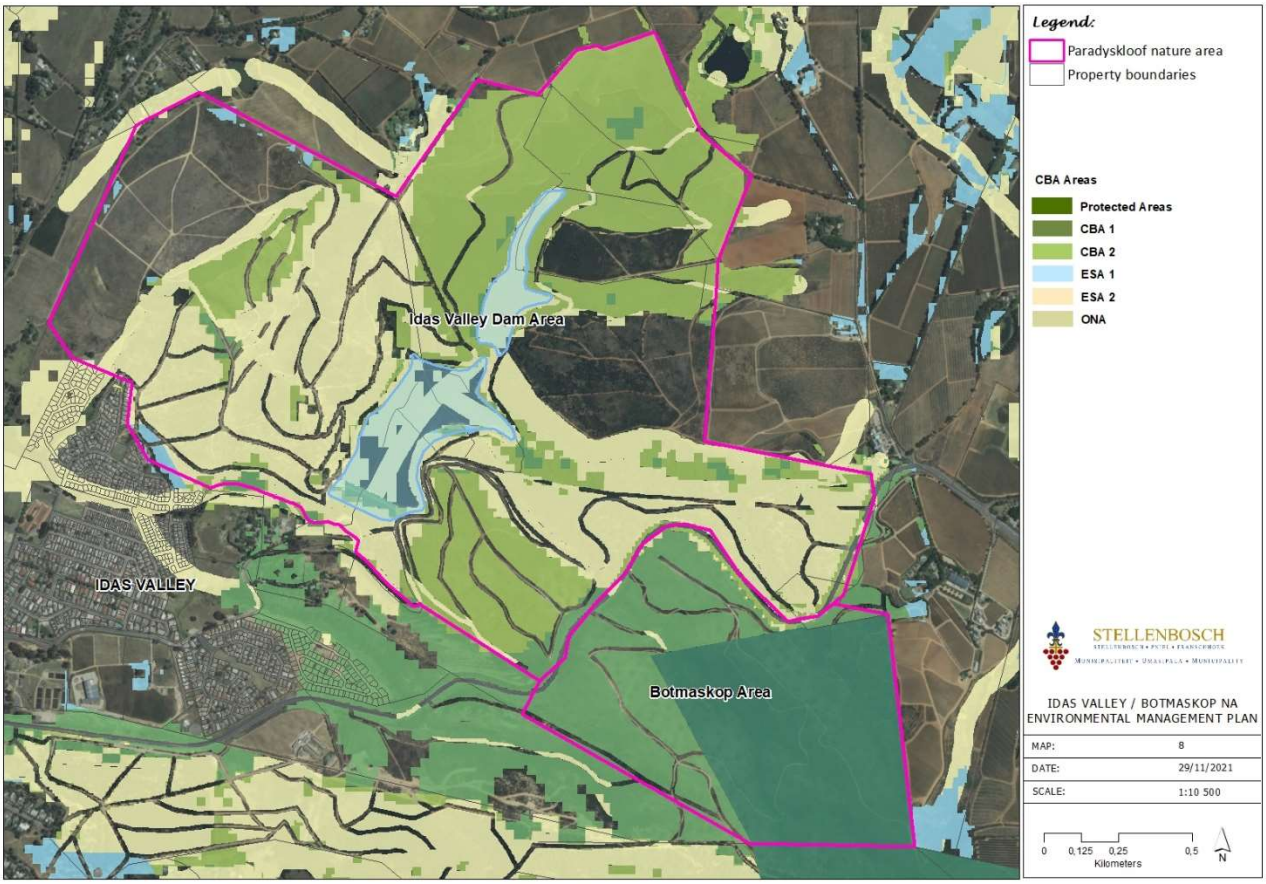


Figure 11: Critical Biodiversity Areas (Source: SANBI)

Table 2: Western Cape Biodiversity Spatial Plan map categories.

MAP CATEGORY		DEFINITION
	Protected Area	Areas that are proclaimed as protected areas under national or provincial legislation.
	CBA 1	Areas in a natural condition that are required to meet biodiversity targets, for species, ecosystems or ecological processes and infrastructure.
	CBA 2	Areas in a degraded or secondary condition that are required to meet biodiversity targets, for species, ecosystems or ecological processes and infrastructure.
	ESA 1[4]	Areas that are not essential for meeting biodiversity targets, but that play an important role in supporting the functioning of PAs or CBAs, and are often vital for delivering ecosystem services.
	ESA 2	Areas that are not essential for meeting biodiversity targets, but that play an important role in supporting the functioning of PAs or CBAs, and are often vital for delivering ecosystem services.
	Other Natural Area	Areas that have not been identified as a priority in the current systematic biodiversity plan, but retain most of their natural character and perform a range of biodiversity and ecological infrastructure functions. Although they have not been prioritised for biodiversity, they are still an important part of the natural ecosystem.

5.2 FAUNA

Due to its location few vertibrates occure within the NA. Species such as the Grey Mongoose (*Galerella pulverulenta*), Striped Polecat (*Ictonyx straitus*), Porcupine (*Hystrix africaeaustralis*) and

[4] Ecological Support Area

Water Mongoose (*Atilax paludinosus*) are known to occur in the area. A significant number of indigenous bird species have been noted, including the Hamerkop (*Scopus umbretta*), Barn Owl (*Typo alba*), Cape Eagle Owl (*Bubo capensis*), Cape Sugarbird (*Promerops cafer*) and the Malachite Sunbird (*Nectarinia famosa*).

6. MANAGEMENT POLICY FRAMEWORK

Chapter 41 of the NEM:PAA requires that management plans be compiled within the context of a policy framework. The EMP, in common with all protected areas, is to be developed and managed within the framework of guiding statutes and policy frameworks. The EMP is based upon and gives effect to a dedicated environmental management policy which is defined as *'a statement by the organisation* (i.e. the Management Authority) *of its intentions and principles in relation to its overall environmental performance, which provides a framework for action and for the setting of objectives and targets'* (SABS ISO 14004:1996{E}[5]). In this regard, the primary policy statements are as follows:

a) Cape Winelands Biosphere Reserve inter-governmental agreements: The NA, as part of the Cape Winelands Biosphere Reserve, will be managed in compliance with the applicable inter-governmental agreements upon which the Cape Winelands Biosphere Reserve is based. The reserve forms part of the CWBR core area.
b) Planning and management context: Management of the reserve will be undertaken in context of all applicable levels of planning.
c) Biodiversity conservation: Biodiversity is an imperative for environmental sustainability. A key objective in the management of the NA is to ensure that biodiversity in the study area is protected and enhanced.
d) The Idas Valley / Botmaskop NA is an important part of a system of protected areas: The NA is to be managed as part of a system of protected areas.
e) The Idas Valley / Botmaskop NA is a public resource: The NA is a public resource and should be available for the sustainable use of the entire community.

6.1 PLANNING AND MANAGEMENT CONTEXT

The Municipality has directed that the bioregional planning approach advocated by the Provincial Government of the Western Cape through its Bioregional Planning Policy and comprehensively described in the *Manual for application of Bioregional Planning in the Western Cape* (PGWC, 2003) be adopted in municipal planning projects.

The Municipality recognises that one of the critical determinants of the success of an EMP planned in term of the bioregional planning approach is the extent to which all spheres of government co-operate and co-ordinate their activities as it relates to the subject area (in this case, the Idas Valley / Botmaskop NA). This EMP therefore gives effect to the requirement that the planning and management of land units such as the NA should be undertaken within the context of distinct levels, namely the *international level, national level, provincial level, regional level* and the *local level.* Effective integrated planning at these levels requires innovative forms of institutional integration and social co-operation. Dialogue amongst all stakeholders, participatory planning and institutional flexibility are, therefore, essential to plan and manage effectively.

The NA responds to the international protocols and conventions of which South Africa and, consequently, all lower spheres government are a signatory to, and the relevant legislation, policy and regulations, the most important of which are summarised below.

[5] SABS ISO 14004;1996(E)

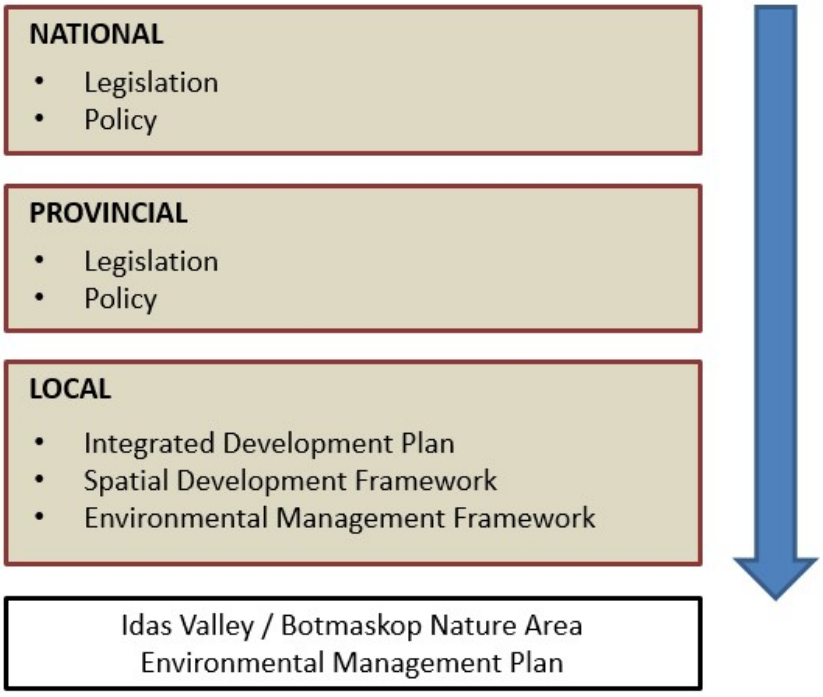


Figure 12: Planning levels applicable to the Idas Valley / Botmaskop NA EMP.

6.1.1 International Level

6.1.1.1 UNESCO'S MAB Program and Cape Winelands Biosphere Reserve Inter-Governmental Agreements

Stellenbosch Municipality has played a leading role in the establishment of the Cape Winelands Biosphere Reserve (CWBR), which aims to give practical effect to UNESCO's MAB (Man and the Biosphere) Program. This program was launched in 1971 by UNESCO, as a global initiative of international scientific co-operation dealing with people-environment interactions over the entire realm of bioclimatic and geographic situations of the biosphere. The MAB Program was designed to solve practical problems of resource management, and aims to fill gaps in the understanding of the structure and function of ecosystems, and of the impact of different types of human interaction. Key ingredients in the program are the involvement of decision-makers and local people in research projects, training and demonstration at the field level, and the bringing together of disciplines from the social, biological and physical sciences in addressing complex environmental problems. The application approved by UNESCO represents the overarching terms of agreement upon which the CWBR are premised. These refer to the:

a) Fulfilment of the three functions of the biosphere reserve as stipulated in the *Statutory Framework of the World Network of Biosphere Reserves* (1995).
b) Planning and management of the biosphere reserve in accordance with the bioregional planning approach of the PGWC as described in the *Bioregional Planning Manual*.

The Municipality is a signature to the inter-governmental agreement upon which the biosphere reserve is based and is consequently under the obligation to comply with and give effect to the terms of agreement.

6.1.1.2 Agenda 21

The Agenda 21[6] agreements reflect global consensus and political commitment on developmental and environmental co-operation. Underlying the above agreements is the realisation that the international world cannot continue with present policies, which increase poverty, hunger, sickness and illiteracy and cause continuing deterioration of ecosystems on which life on earth depends. Agenda 21 provides a broad overview of issues pertaining to sustainable development, including statements on the basis for action, objectives, recommended activities and the means of implementation. Of particular relevance for the EMP are the following principles of Agenda 21:

a) Integrated approach to the planning and management of land resources.
b) Promoting sustainable human settlement development.
c) Integrating environment and development in decision-making.
d) Establishing systems for integrated environmental management and auditing.

6.1.2 National Level

6.1.2.1 South African Constitution

The South African Constitution, Act 108 of 1996, places an obligation on all to ensure that sustainable development is promoted and that the integrity of the environment is respected. In Section 24(b)(iii) of the Bill of Rights chapter of the Constitution, it is stated that 'everyone has the right to have the environment protected for the benefit of present and future generations, through reasonable legislative and other measures that secure ecologically sustainable development and use of natural resources, whilst promoting justifiable economic and social development'.

6.1.2.2 National Environmental Management Act

Section 28 of the National Environmental Management Act, 107 of 1998 (NEMA), creates a general duty of care on every person to *take reasonable measures to prevent significant pollution or degradation of the environment from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment*. The Act provides for the preparation of environmental management plans by the relevant national departments involved in the management of the environment. The purpose of such plans is to co-ordinate and harmonise the environmental policies, plans, programs and decisions of the various national departments that exercise functions that may affect the environment or are entrusted with powers and duties aimed at the achievement, promotion, and protection of a sustainable environment, and of provincial and local spheres of government.

The NEMA Environmental Impact Assessment (EIA) Regulations in turn regulate activities which may impact on the environment as well as those that require environmental authorization. In this regard it must be noted that the competent authority for any activities occurring within Idas Valley / Botmaskop NA is the National Department of Environmental Affairs as the NA is located within the core area of the CWBR.

[6] Agenda 21 is an international program, adopted by some 178 governments, to put sustainable development into practice around the world. It emerged from the United Nations Conference on Environment and Development held in Rio de Janeiro in 1992.

6.1.2.3 National Environmental Management: Protected Areas Act

As stated previously, Act 57 of 2003 provides the legislative premise for the declaration and management of a Section 23 Nature Reserve. It makes provision for the *protection and conservation of ecologically viable areas representative of South Africa's biodiversity and its natural landscapes.* It makes provision for the *establishment of a national register of all national, provincial and local protected areas; for the management of those areas in accordance with national norms and standards* and *for intergovernmental co-operation and public consultation in matters concerning protected areas.* The purposes (Section 17 of the above Act) of the declaration of areas as protected areas are to:

(a) protect ecologically viable areas representative of South Africa's biological diversity and its natural landscapes and seascapes in a system of protected areas;
(b) preserve the ecological integrity of those areas;
(c) conserve biodiversity in those areas;
(d) protect areas representative of all ecosystems, habitats and species naturally occurring in South Africa;
(e) protect South Africa's threatened or rare species;
(f) protect an area which is vulnerable or ecologically sensitive;
(g) assist in ensuring the sustained supply of environmental goods and services;
(h) provide for the sustainable use of natural and biological resources;
(i) create or augment destinations for nature-based tourism;
(j) manage the interrelationship between natural environmental biodiversity, human settlement and economic development;
(k) contribute to human, social, cultural, spiritual and economic development; or
(l) rehabilitate and restore degraded ecosystems and promote the recovery of endangered and vulnerable species.

6.1.2.4 National Environmental Management: Biodiversity Act

The Protected Areas Act, 57 of 2003 must, in relation to a protected area, be read, interpreted an applied in conjunction with the National Environmental Management: Biodiversity Act, 2004 (Act 10 of 2004) which has the following objectives:

a) To provide for the management and conservation of South Africa's biodiversity within the framework of the National Environmental Management Act, 1998 (Act 107 of 1998).
b) To provide for the protection of species and ecosystems that warrant national protection.
c) To provide for the sustainable use of indigenous biological resources.
d) To provide for the fair and equitable sharing of benefits arising from bioprospecting involving indigenous biological resources.
e) To provide for the establishment and functions of a South African National Biodiversity Institute.

Alien vegetation is also regulated through the NEM:BA.

6.1.2.5 National Water Act

The purpose of the National Water Act, 36 of 1998, is to ensure that South Africa's water resources are protected, used, developed, conserved and controlled in a manner that takes into account, amongst others, basic human needs, equitable access thereto, the promotion of efficient, sustainable and beneficial use of water, facilitation of social and economic development, and protection of aquatic and associated ecosystems.

6.1.2.6 National Veld and Forest Fire Act

Veld fires in South Africa are dealt with under the National Veld and Forest Fire Act, 101 of 1998. The purpose of the National Veld and Forest Fire Act is *to prevent and combat veld, forest and mountain fires throughout the Republic*. The Act places the duty on land owners to make provision for the management of veld fires on their own land. Failure to do so may result in penalties being enforced (refer to Section 24 and 25 of the above Act) and claims lodged against a landowner if the above Act's requirements were not met.

6.1.2.7 National Heritage Resources Act

South Africa' heritage are dealt with under the National Heritage Resources Act, 25 of 1999 which aims to *promote good management of the national estate, and to enable and encourage communities to nurture and conserve their legacy so that it may be bequeathed to future generations.*

6.1.2.8 Conservation of Agricultural Resources Act

The purpose of the Conservation of Agricultural Resources Act, 43 of 1980 (CARA), is to provide control over the utilization of the natural agricultural resources in order to promote the conservation of soil, water sources and the vegetation and the combating of weeds and invader plants.

6.1.2.9 Spatial Planning and Land Use Management Act

The Spatial Planning and Land Use Management Act, 16 of 2013 (SPLUMA), includes the following development principles:

The following principles apply to spatial planning, land development and land use management:
(a) The principle of spatial justice
(b) the principle of spatial sustainability,
(c) the principle of efficiency,
(d) the principle of spatial resilience,
(e) the principle of good administration

6.1.3 Provincial Level

6.1.3.1 Constitution of the Western Cape Province

The EMP supports and gives effect to the Constitution of the Western Cape (Act 1 of 1998). In terms of Chapter 10 of the Constitution, this province has to adopt and implement strategies to actively promote and maintain the welfare of the people and the environment of the Western Cape, including policies aimed at achieving inter alia the following:

a) Safety and security.
b) The protection or advancement of persons, or categories of persons, disadvantaged by unfair discrimination.
c) The promotion of a market-orientated economy.
d) The development of rural communities and the promotion of the welfare of rural workers.
e) The protection of the environment of the Western Cape, including its unique fauna and flora, for the benefit of present and future generations.
f) The protection and conservation of the natural historical, cultural historical, archaeological and architectural heritage of the Western Cape for the benefit of present and future generations.

6.1.3.2 Western Cape Provincial Spatial Development Framework

The Western Cape Provincial Spatial Development Framework (generally referred to as the PSDF) is aligned with the National Spatial Development Perspective (NSDP) and other national policy frameworks, and endorses the vision of the Western Cape Provincial Government to create *'A Home for All'.* The PSDF is purported to support the development growth path paved by the iKapa Elihlumayo Strategy and the other lead strategies.

6.1.3.3 Land Use Planning Act

The SPLUMA and the Western Cape Land Use Planning Act, 3 of 2014 (LUPA), require that spatial planning and development be guided by normative principles and that policy and plans should explicitly indicate how they would meet the requirements of such principles. These principles are:

a) Justice: Fair allocation of public resources to ensure that the needs of the poor are addressed.
b) Sustainability: Sustainable patterns of consumption and production should be supported, and ways of living promoted that do not damage the natural environment.
c) Resilience: Vulnerability to environmental degradation, resource scarcity and climatic shocks must be reduced. Ecological systems should be protected and replenished. The resilience of all other forms of capital, including social, monetary and infrastructural capital should be enhanced to the extent possible.
d) Efficiency
e) Good governance: Good governance is the key to long-term sustainability.

6.1.3.4 Provincial Bioregional Planning Policy

As stated above, the PGWC is advocating a bioregional planning approach as described in the *Manual for application of Bioregional Planning in the Western Cape* (PGWC, 2003). The Stellenbosch Municipality has adopted the said approach for the planning, development and management of its area of jurisdiction.

6.1.4 District Level

6.1.4.1 Cape Winelands District Municipality Integrated Development Plan

The Cape Winelands District Municipality set itself the broader goal of ensuring sustainable development through strategic management objectives. This will be achieved by adhering to the vision of the Municipality, namely to have *'a safe, prosperous and united Cape Winelands where all its people enjoy high standards of living'.* The Municipal IDP states that there is a dis-equilibrium between development initiatives and environmental sustainability. In order to address this problem the Municipality identified several strategies. One such strategy is '*to have data-driven sustainable livelihoods, premised on bioregional planning and in line with Agenda 21 that seeks to build and preserve the five forms of community capital (social, physical, natural, financial and institutional)'*.

6.1.4.2 Cape Winelands District Municipality Spatial Development Framework

The Cape Winelands District Municipality Spatial Development Framework conforms, to *inter alia, the provincially-endorsed bioregional planning principles, but adds the principles of consistency and vertical equity. The latter assumes that the disadvantaged should be favoured above more advantaged people and refers to the distribution of impacts (who receives benefits or bears costs).* The SDF classifies the Cape Winelands Biosphere Reserve as *a scale-informed value-adding management entity, operational within a sustainable paradigm, to support existing roles and responsibilities through structured participation and (scientific and local) knowledgeable input that responds to local conditions, needs and perceptions*. The SDF states that *on the regional and local level, the biosphere reserve is to facilitate coherent planning and land-use management in terms of the principles of sustainable development.*

6.1.4.3 Cape Winelands Biosphere Reserve Spatial Development Framework Plan

The Cape Winelands Biosphere Reserve Spatial Development Framework Plan includes plans, guidelines and strategies that give effect to the three functions of the Cape Winelands Biosphere Reserve namely, *development*, *conservation* and *logistical support*. As such this Spatial Development Framework Plan indicates which type of land-use should be undertaken in the Cape Winelands Biosphere Reserve, where it should take place, and how such land-use should be undertaken in order to be sustainable.

6.1.5 Local Level

6.1.5.1 Stellenbosch Integrated Development Plan

The Stellenbosch IDP includes a needs-analysis, which puts forward a number of needs for the area within which IDAS VALLEY / BOTMASKOP NA is located.

6.1.5.2 Stellenbosch Spatial Development Framework

The primary goal of the Stellenbosch SDF is to give practical effect to the mission statement of the people of the local municipal area, as expressed in the SDF of the Stellenbosch Municipality, namely: *'The spatial development framework of the Stellenbosch Municipality should be measured by the 'triple bottom line' of economic efficiency, environmental sustainability and social justice with an emphasis on the issues facing the rural and urban poor.'*

6.1.5.3 Stellenbosch Environmental Management Framework

The Stellenbosch Environmental Management Framework (SEMF), adopted by the Council of Stellenbosch Municipality (June 2019) describes the international, national, provincial and local context of environmental planning and management within the Municipality. It also:

a) Describes the planning and management approach adopted in the Municipality
b) Serve as a basis for the preparation of detailed management plans for specific areas or aspects, e.g. river management, fire management, pollution control, etc.
c) Promote sustainable development throughout the Municipality in a manner that supports the intentions of NEPAD, Agenda 21 and Local Agenda 21.
d) Promote the conservation of biodiversity both within and outside conservation areas.
e) Provide a spatial framework and serve as a basis for the evaluation of development proposals in terms of site-specific criteria.
f) Providing guidance to developers with regard to the planning and design of projects and the establishment of contractual agreements and appropriate partnerships with the municipality and the affected communities, the purpose of which is to ensure that each development brings sustainable benefit for all parties as well as the receiving environment.

In terms of the Spatial Planning Categories contained in the SEMF Idas Valley / Botmaskop is a designated A.a Area defined as a statutory protected area. In terms of the SEMF such areas are designated in terms of legislation for biodiversity conservation, outdoor recreation and non-consumptive resource use. *Conservation purposes are purposes normally or reasonably associated with the use of land for the protection of the natural and/or built environment, including the protection of the physical, ecological, cultural and historical characteristics of land against undesirable change.*

6.1.5.4 Stellenbosch Municipality: By-Law Relating Plantations, Parks, Gardens, Recreational Facilities and Nature Reserves (P.N. 373/1988)

According to the above by-law n*o person shall in or on premises, buildings, land, plantations, a commonage, enclosures, nature reserves, parks, gardens, open erven and spaces, picnic areas, nurseries, trees, sport and recreation facilities which are vested in or under control of the Council –*

(a) disfigure or deface any post, railing, fence, seat, barrier, gale, notice board, plate, house, building, shed, urinal, closet, flag, mark or other article or thing by pasting thereon or affixing thereto in any way any bills, papers, placards or notices or by cutting, writing, stamping, painting, drawing or marking thereon in any way whatsoever,

(b) remove, destroy, damage or deface any notice or sign

(c) make a fire or commit any acts whereby a fire may be caused, except in places where fireplaces are provided;

(d) saw, cut, gather, remove dig up, burn, pick or break any timer, tree, shrub, brushwood, fencing, pole, lawn, plants, fruits, flower or equipment, or climb therein or thereon or damage it in any way;

(e) remove or disturb any soil or water at a place other than that specially provided by Council;

(f) erect or cause to be erected any post, rail, fencing, tent, screen, stand, swing, building or construction of whatever nature without the written permission of the Council;

(g) park, drive, ride pull or propel any type of vehicle except a manually operated wheelchair or perambulator when used for the conveyance of an invalid or a child;

(h) leave any refuse, building waste, rubbish, paper, materials or any object except in containers provided for that purpose;

(i) injure, kill, hunt, capture, or disturb any animal or bird, or damage or destroy the nest or eggs of any bird or interfere with the animal life in any other way;

(j) break, damage, hurt, destroy, disfigure or remove any flora, fauna or nest of fauna or objects of historical or scientific interest or any property in the nature reserve;

(k) introduce any flora, fauna, weapon, trap, net, explosive or poison into the nature reserve, or be in possession thereof in the nature reserve;

(l) fire a fire-arm or an air-gun, discharge any firework, catapult or sling or throw a stone or other missile;

(m) in any other way cause a nuisance, obstruction, disturbance or annoyance to the public, to brawl, fight, swear or use obscene, indecent or improper language, gamble, beg, behave in an indecent or offensive manner or drink intoxicating liquor;

(n) sell or offer for sale or hire, or hawk or exhibit any article or distribute any pamphlet, book, handbill, or other matter; present any public entertainment; play a musical instrument, and deliver or say any speech, public address or prayer of whatever nature or sing any song or hold or participate in any public meeting or function unless he has previously obtained the written permission of the Council to do so;

(o) enter upon any ablution or sanitary conveniences indicated as having been provided for persons of the opposite sex;

(p) enter or leave other than by an entrance or exist provided for that purpose, or refuse to leave when requested to do so by an authorised officer of the Council or a member of the South African Police;

(q) wash any article or animal under a tap, in a pond, fountain or in an ornamental pond or otherwise pollute water, or swim in a dam or wash any clothes or other things or pollute the water therein in any other manner, and

(r) perform any act whatsoever which may injure persons, damage or destroy any property.

6.1.6 Human Resources/Administration Legislation

Furthermore, human resources and administration legislation include the following:

a) Occupational Health and Safety Act, 1993
b) Basic Conditions of Employment Act 3 of 1997
c) Labour Relations Amendment Act, 66 of 1995
d) Local Government Municipal Systems Act 32 of 2000
e) Promotion of Equality/Prevention of Unfair Discrimination Act 4 of 2000
f) Criminals Procedures Act
g) Fire-Arm Act
h) Fencing Act 31 of 1963
i) Hazardous Substances Act 15 of 1973
j) Land Survey Act 8 of 1997
k) Promotion of Access to Information Act 2 of 2000
l) Promotion of Administrative Justice Act 3 of 2000
m) Regional Services Council Act 109 of 1985
n) Skills Development Act 97 of 1998
o) State Land Disposal Act 48 of 1961
p) Subdivision of Agricultural Land Act 70 of 1970
q) Tourism Act 72 of 1993
r) Municipal Ordinance 20 of 1974

6.2 BIODIVERSITY CONSERVATION

The Idas Valley / Botmaskop NA EMP recognises that biodiversity is an imperative for environmental sustainability. Ecological functions of the natural systems are directly related to biodiversity. Biodiversity is the primary element in the maintenance of the resilience of ecological systems to external shocks and, thus, the ability of these systems to sustain the dependent communities. Accordingly, the key objective in the management of the NA is to ensure that biodiversity is protected and enhanced.

6.3 IDAS VALLEY / BOTMASKOP NATURE AREA AS PART OF A SYSTEM OF PROTECTED NATURE AREAS

The EMP recognises that the functions of protected nature areas go far beyond the usual perception of the term ‘protection’. Such areas are immensely valuable, beyond their boundaries, in providing for the rehabilitation of environments, as nutrient sinks, for landscape stability, and for the replenishment of species, populations and communities. The primary objective of any system of protected nature areas would be as much to restore and manage ecosystems and their functions as to protect them. This emphasises that sustainability requires planning and management for biodiversity conservation across human dominated landscapes. *To achieve this, protected areas should no longer be considered as islands of conservation within a sea of development but as an integral part of each region as a whole in terms of biodiversity conservation* (Institute of Bioregional Resource Management).

As mentioned above, the Idas Valley / Botmaskop NA forms part of a system of *de jure* and *de facto* protected nature areas that collectively form the core and buffer areas of the CWBR. This system is based upon the principle that a system of protected areas is a key element of any strategy to maintain biodiversity and ecosystem functions on a larger regional scale. It is imperative that such a system be designed and managed to represent and protect the diversity of ecological processes, communities, species and gene pools (Global Biodiversity Strategy, 1992).

6.4 IDAS VALLEY / BOTMASKOP NATURE AREA AS A PUBLIC RESOURCE

The Idas Valley / Botmaskop NA forms part of the public open space system of Stellenbosch. As such, it is a public resource that is of value to the entire Stellenbosch community. Accordingly the NA should be available and accessible to the entire community to exercise their legitimate right to utilise such public resource in a sustainable manner. In this regard it is important that *government* (including the Municipality), *the community, corporate and other private interests, etc. share responsibility for co-ordinating land-use planning, for both public and private land and for defining and implementing development options that would ensure that human needs are met in a sustainable way* (WRI, 1992).

6.5 ADMINISTRATIVE FRAMEWORK

As stated previously the Municipality is acting in the capacity as Management Authority for the Idas Valley / Botmaskop NA. Stellenbosch Municipality's function, as it pertains to the management of the Idas Valley / Botmaskop NA are:

a) To manage the NA in accordance with the approved management plan (EMP).
b) To manage the NA in accordance with applicable legislation and municipal by-laws.
c) Audit / monitor management actions and associated environmental impact.
d) Reports to Council on the implementation of the EMP.

The Municipality in turn relies on the Friends of the Idas Valley / Botmaskop NA- (or similar) group for specific management activities as required. The management of the NA is an ongoing inclusive process that considers the changing and dynamic interests, needs and values of the people of Stellenbosch Municipality and those that have an interest in ensuring a prosperous future for the area. In this regard, it is important that the following be achieved:

i) Continued participation, representation and involvement of all stakeholders promoting broad-based policy learning and capacity development.
ii) Creating adequate and appropriate opportunities for community participation in decisions that may affect the area.
iii) Developing and utilising the skills and capacities of the people living in the area in the management of the NA.
iv) Encouraging on-going involvement of local people in the programs identified for the management of the NA.

6.6 PROCEDURES FOR PUBLIC PARTICIPATION

News regarding the Idas Valley / Botmaskop NA will be communicated to the public by way of Municipal newsletters, publications and in the local newspapers.

6.7 PRIMARY ENVIRONMENTAL THREATS

The primary threats to the ecology, aesthetic quality, catchment functions and general use and enjoyment of the Idas Valley / Botmaskop NA include the following:

Inappropriate Fire Regime: The Fynbos vegetation in the Idas Valley / Botmaskop NA requires a fire regime that provides for high intensity fires at intervals that range from 8 to 20 years, occurring in late-summer (i.e. February-March). As stated above, the Idas Valley / Botmaskop NA is managed as part of the Hottentots Holland Mountain Catchment Area, the fire management of which is undertaken in accordance with a '*minimum interference*' policy. The latter policy essentially implies that controlled burning, as a management practice, is largely excluded and that the emphasis falls on controlling 'unnatural' wildfires.

Due to the topography, climatic conditions, and factors such as land-uses on adjoining properties that are conducive to the starting of wildfires, and financial constraints that inhibit fire control activities, the Idas Valley / Botmaskop NA is particularly prone to wildfires that do not conform with its natural fire regime requirements. The latter could, in the long-term, have an adverse effect on the structure of the local plant communities, biodiversity in general, and the natural functioning of the NA as a catchment area. In addition, an inappropriate fire regime could have immensely negative cost-implications in that it generally upsets management programs such as alien plant eradication.

Over-utilisation by visitors: the Idas Valley / Botmaskop NA is a particularly attractive natural area and provides for a broad spectrum of recreation opportunities. It is, subsequently, a popular attraction for eco-tourists and sports persons practicing specific nature-related activities. The main potential problems in this regard include pollution, trampling of plants, disturbing of animals, soil compaction leading to unnatural erosion, and degradation of the social environment. It is imperative that the carrying capacity (both social and ecological) of the NA is not exceeded by visitors.

Alien Plan Infestation: The infestation of Fynbos areas by alien plants is known to be a primary threat to biodiversity in general (mainly due to habitat fragmentation), and catchment dynamics. In the latter regard, it is important to note that Fynbos has unique intrinsic water conservation capabilities and subsequently plays a critical role in the maintenance of the natural *water cycle*. In order to sustain the fundamentally important catchment function of the Idas Valley / Botmaskop NA it is, therefore, imperative to implement integrated eradication programs for alien plants.

Security (access control): The Idas Valley / Botmaskop NA is a large area that is a challenge to secure.

Pollution: The NA is a target for illegal dumping from time to time and regular clean-up of general pollution / waste is required.

Cultural / Agricultural use: The NA have, over the past 10 – 15 years, accommodated a number of uses associated with cultural rituals, tribal initiations and agriculture or plot farming. Although these uses have an important role to play in die local- community and society it does not align with the broader vision of the NA and use as a conservation area utilised for a range of recreation uses. Because fire plays such an important role in most of these cultural activities it also poses a risk to the NA as it is susceptible to the spread of fire as explained above.

6.8 OBJECTIVES

The following objectives are intended to provide the basis for the achievement of the vision set out above:

	Objective	Key Deliverable
Operational Management		
Legal compliance	To ensure legal compliance to all relevant legislation and policies.	Ensure that all legal requirements are met.
Access control / security	To improve safety of visitors to the area.	Effective access control and law enforcement.
Management effectiveness	To implement effective management systems.	Conduct audits
Infrastructure	To ensure the implementation of effective conservation management interventions. To enhance biodiversity protection and conservation. To ensure conservation of species and processes by maintaining and improving ecosystem functioning.	All infrastructure on the NA is adequately maintained.
Pollution / Waste control	To control pollution in the area.	Effective access control and law enforcement. Efficient waste collection services. Law enforcement.
Biodiversity Management		
Fire management	To ensure conservation of species and processes by maintaining and improving ecosystem functioning. To allow for natural fire processes to occur without impacting on safety and infrastructure. To implement effective integrated catchment management.	Reduce/prevent the spread of fires. Maintain partnerships to improve fire management. Reduce wildfires due to human negligence.
Invasive veg. management	To enhance biodiversity protection and conservation. To ensure conservation of species and processes by maintaining and improving ecosystem functioning.	Eradicate alien and invasive species. Prevent further introduction of aliens.
Wildlife management	To ensure effective conservation of species and processes by maintaining and improving ecosystem functioning. To enhance biodiversity protection and conservation.	Prevent the introduction of alien fauna species. Control invasive alien fauna.

		Manage the introduction of fauna on the NA. Evaluate and monitor impact of fauna on the NA.
Erosion prevention / control	To ensure implementation of effective conservation management interventions. To enhance biodiversity protection and conservation.	Prevent and mitigate soil erosion.
Monitoring / Baseline data collection	To manage biodiversity knowledge to ensure effective conservation management. To implement measures to ensure resilience and persistence of biodiversity in light of climate change. To ensure the implementation of effective conservation management interventions. To ensure conservation of species and processes by maintaining and improving ecosystem functioning.	Create a biodiversity resource inventory. Implement monitoring programme. Implement research programme. Manage consumptive utilisation of biological resources.
Biodiversity security	To enhance biodiversity protection and conservation. To ensure conservation of species and processes by maintaining and improving ecosystem functioning.	Improved security and safety of the biodiversity assets on the reserve.
Development		
Development of tourism opportunities	To evaluate potential tourism opportunities. To implement effective management systems. To ensure legal compliance and implementation of authorised development plans.	Development of tourism opportunities that generate revenue for the reserve.

The achievement of these objectives is addressed in the management directives dealt with below.

7. MANAGEMENT DIRECTIVES

This section comprises the management strategies and guidelines in terms of which the Idas Valley / Botmaskop NA is to be managed in order to achieve the objectives documented above. The management strategies and guidelines are addressed under the following themes:

a) Administration
b) Environmental Protection
c) Land Use Management
d) Environmental Auditing

Stellenbosch Municipality is the responsible party for all conservation and management actions to be implementation unless stated otherwise.

7.1 ADMINISTRATION

The long-term sustainability of the area largely depends on its effective administration. Of key importance in this regard is that the principle of economic efficiency be given effect through the general administration of the area and that its positive role and functions in respect of the promotion of environmental integrity and human well-being be understood and supported at all levels. Institutional commitment to achieving effective administration of the Idas Valley / Botmaskop NA through, *inter alia*, the allocation of adequate budgets is of paramount importance.

Stellenbosch Municipality, through the Department: Community Services and its Nature Conservation section, is responsible for the management of the Idas Valley / Botmaskop NA. In terms of the principle of *inclusivity* the management of the Idas Valley / Botmaskop NA is an ongoing inclusive process that considers the changing and dynamic interests, needs and values of the people of Stellenbosch and those that have an interest in ensuring a sustainable future for the area. In this regard, it is important that the following be achieved:

a) Continued participation, representation and involvement of all stakeholders promoting broad-based policy learning and capacity development.
b) Developing and utilising the skills and capacities of the people living in the area in the management of the Idas Valley / Botmaskop NA.
c) Encouraging on-going involvement of local people in the programs identified for the management of the Idas Valley / Botmaskop NA.

Accordingly, the Municipality is to facilitate the establishment of a Friends of the Idas Valley / Botmaskop NA or similar group that complies with and has the capacity to give effect to the above requirements. Whilst Stellenbosch Municipality is responsible for the general maintenance of the area and the implementation of this EMP it will rely on a Friends of the Idas Valley / Botmaskop NA group for specific management activities as required or where the Municipal is limited through capacity constraints.

Table 3: Guidelines for inception phase management

REF -NR	ACTIONS/IMPLEMENTATION	TIME FRAME
1	Compile an annual budget for the Idas Valley / Botmaskop NA.	Annual, when required before the start of the

		new financial year.
2	Facilitate the establishment of a Friends of the Idas Valley / Botmaskop NA (or similar) group. Should such group already exists formalise a working relationship between the Municipality and group.	On adoption of the Friends Group concept (and structure) by Council.
3	Solicit funds from potential donors.	Ongoing
4	Maximise financial income by determining and imposing appropriate tariffs for outdoor recreation and other uses.	On the approval of the EMP.
5	Plan and manage outdoor recreation by: • Identifying the most appropriate sites for various uses. • Formulating appropriate safety rules and emergency measures. • Formulating appropriate rules and regulations for controlling human behaviour. • Determining appropriate social and ecological carrying capacity. • Ensuring sustainable visitor management in accordance with an effective permit system.	During the first year after the approval of the EMP.
6	Institute and maintain effective law enforcement.	During the first year after the approval of the EMP.

7.2 ENVIRONMENTAL PROTECTION

Natural resources are defined *as any materials, services and conditions that are necessary for the survival of living organisms, and have the potential to enhance quality of life. They are, in a sense, inherited by people, and are therefore part of the earth's (the natural) and people's (the cultural) heritage. Living resource conservation is specifically concerned with plants, animals and micro-organisms, and with those non-living elements of the environment on which they depend. Living resources have two important properties, the combination of which distinguishes them from non-living resources - they are renewable if conserved, and they are destructible if not* (Perry, 1954).

The intention and focus of environmental protection in the Idas Valley / Botmaskop NA is to facilitate the removal or mitigation of threats to the ecology of the NA, to restore the biodiversity and ecological integrity of the area to the extent that it can function as a self-sustaining system.

7.2.1 Alien Clearing

Invasive alien plants are plant species that have been introduced, either intentionally or unintentionally, to South Africa. They can reproduce rapidly in their new environments and, as mentioned above, tend to out-compete indigenous plants. The result usually includes a variety of negative ecological, social, and economic impacts. Invasive alien species pose the biggest threat to biodiversity after direct habitat destruction. All efforts must be made to control or, if possible, eradicate all invasive plants.

The Municipality has prepared and adopted the Stellenbosch Municipality Invasive Alien Management Plan (April 2017). In terms of this plan initial clearing methods must be follow-up and monitored to ensure successful clearing of invasive alien plants. Accordingly:

a) Clearing efforts should initiate at the top of the infested areas, in terms of slope, and continue downwards. This will reduce erosion effect as well as minimize the re-establishment process of invasive alien plants within the cleared areas from overhead populations.
b) Strategic placement of large tree trunks should reduce soil erosion on slopes after invasive alien clearing.
c) Removal strategies for clearing invasive alien species in the area should be a combination of mechanical and chemical methods. All species should be removed mechanically by uprooting young plants and tree felling of larger trees (via axe or chainsaw), followed by the application of chemical herbicides to the cut surface to prevent resprouting. Each species has its own corresponding herbicide requirements to prevent resprouting activities and should be applied soon after tree felling. The use of herbicides may have negative effects on the health of soil composition and the natural ecosystem and should thus be used with caution and in reasonable / prescribed amounts.
d) Continuous follow-up and removal of new seedlings after the initial clearing efforts are essential in order to clear the property of invasive alien plants. Follow-ups and monitoring should occur annually and remaining or re-established invasive species should be removed when located.

Table 4: Guidelines for alien clearing

REF -NR	ACTIONS/IMPLEMENTATION	TIME FRAME
7	Assess the NA to determine the degree of alien plant infestation.	Within a year of the approval of the EMP.
8	Map the areas that have been infested by alien plants as well as the degree of the infestation.	On the approval of the EMP. After an assessment has been conducted.
9	Map the areas that have been cleared of alien plants, indicating the date of operations, species removed and the current status of the portion of the site.	Annual as clearing is undertaken.
10	Implement the Stellenbosch Alien Invasive Plan (IAP) Management Plan (2017).	Annual between the months of September and May.

7.2.2 Flora

'Natural vegetation is the visual expression of the environment, it is a product of the action of environmental factors over time and hence can be a valuable indicator of potential productivity of ecosystems' (Bayer, 1970).

The introduction of non-endemic species in the Idas Valley / Botmaskop NA is forbidden.

As stated above, the NA falls within the Fynbos Biome. Fynbos has unique intrinsic water conservation capabilities and, subsequently, plays a critical role in the maintenance of the natural *water cycle*. The overriding objective of water conservation is the management of catchment areas so as to maintain an optimal sustainable yield of high quality water. Maintenance of water yield entails ensuring the capacity of the catchment area to yield water at historical flow rates. In the

case of the Idas Valley / Botmaskop NA, the latter objective essentially implies that the Fynbos vegetation in the NA must be kept in a healthy state.

Table 5: Guidelines for flora conservation

REF -NR	ACTIONS/IMPLEMENTATION	TIME FRAME
11	Institute research to identify sensitive habitats in the NA and immediate surroundings.	Once the vegetation has recovered to the extent that a reliable information can be gathered and conclusions can be drawn.
12	Institute scheduled research and monitoring to determine the recurrence of species.	Annually
13	Prevent the non-sustainable harvesting of plants used as traditional medicines by dedicated training and education of local people, law enforcement and monitoring.	Annually. Efficiency of strategies to be audited.
14	Simulate natural disturbance regimes to maintain historical vegetation composition.	Annually

7.2.3 Fauna

Biodiversity conservation essentially means conserving all the elements ('parts') of the natural environment. The mix of species in an ecosystem enables that system both to *provide* a flow of ecosystem services under given environmental conditions, and to *maintain* that flow if environmental conditions change.

The loss of biodiversity, therefore, limits the resilience of the affected ecosystem, which in turn, may have direct negative economic implications. Therefore, in order to promote biodiversity conservation in the NA it is imperative that the conservation of the faunal component receives appropriate attention.

Table 6: Guidelines for fauna conservation

REF -NR	ACTIONS/IMPLEMENTATION	TIME FRAME
15	Monitor and record occurrence of wildlife.	Continually
16	Prevent all forms of unnatural predation through on-going education and law enforcement.	On-going
17	Consolidate the natural habitats of endangered animal species.	On-going
18	Control all alien animal species.	On-going

7.2.4 Soil

Appropriate measures must be taken to protect areas susceptible to erosion by installing all the necessary temporary and permanent drainage works as soon as possible. Steep slopes and other areas prone to erosion must be maintained or restored according to the following guidelines:

a) Warning signage displaying NO ENTRY, must be installed on all roads, trails or walkways that are permanently or temporarily closed. Physical barriers, using local natural material, may be constructed were NO ENTRY signs are not respected to prevent users from accessing such roads, trails or walkways.

b) Existing erosion areas must be back-filled (using on-site material), compacted and restored to a proper condition.

c) Roads, trails or walkways, permanently closed for use, must be:
   i) ploughed,
   ii) the top soil scarified (to make sure that no downhill trenches or drainage lines are created),
   iii) water diversion walls created by hand at a distance of 10 metres apart (depending on the slope) leading 5 metres into the natural vegetation,
   iv) and revegetated by either soughing or transplanting appropriate material.

d) Areas, where the above measures are not sufficient, must be logged, parallel to the contour in order to prevent further soil erosion. Logs must be laid in lines 15 metres apart, depending on the slope (the steeper the slope the closer the barriers must be laid to each other). Logs must be secured by means of steel pegs hammered through a drilled hole on each end of the log (logs longer than 2 metre must be secured by an additional steel peg through the middle of the log). Where logs are laid across a road, the log must be laid up to a minimum of 1 meter past the edge of the road.

e) Roads (to stay in use) must be graded to have a slight gradient to the inside (up-hill) (refer to Figure 13). A drainage ditch must be created on the inside of the road. Gravel humps must be created at an angle across roads to drain water from the road surface into to the drainage ditch. At selected locations (depending on the slope) furrows must be created across the roads surface to discharge the water collected in the drainage ditch. The guiding principle behind the creation of a drainage ditch and discharge furrows is to not allow water to reach a speed at which it will create erosion. After a rain event all roads must be inspected to determine if any maintenance is required.

f) Erosion sites on bicycle tracks and walking trails must be logged following the contours and spaced vertically 0.8-1.2 meter apart, depending on the steepness of the slope.

g) Logs must be untreated pine (or gum) poles of not less than 150 mm with a taper of not more than 75 mm over its length.

h) Cut and fill slopes will be shaped and trimmed to approximate the natural condition and contours as closely as possible and be undulating. Levels, incongruous to the surrounding landscape, will be reshaped using a grader and other earthmoving equipment.

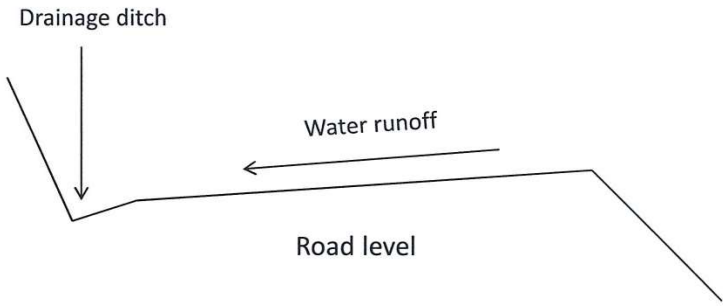


Figure 13: Road surface slope with a drainage ditch

Table 7: Guidelines for the conservation of soils

REF -NR	ACTIONS/IMPLEMENTATION	TIME FRAME
19	Restore erosion sites in accordance with the guidelines above.	On-going Quarterly photographic monitoring at fixed points. Annual auditing.
20	Inspect drainage ditches on all roads after exceptional rain event to determine whether maintenance is required.	On-going
21	Implement preventative measures on potential erosion sites. All roads and tracks, used or closed, are considered potential erosion sites.	On-going Annual auditing.
22	Prevent overuse of routes and sites susceptible to erosion through appropriate signage.	Monthly site inspection

7.2.5 Water

Water is a most critical natural resource in the region. All the sectors and communities in the Stellenbosch area are dependent on a sustainable supply of water from the relevant quarternary catchments and subterranean aquifers.

Land-use patterns largely influence the maintenance of water yield. Interference with the natural conditions in mountain catchment areas, e.g. draining, canalising or cultivating areas such as vleis, seepage areas, riparian areas and streambed alluvium, is detrimental to the proper functioning of a catchment. It is, therefore, of paramount importance for catchment areas to be managed appropriately.

Table 8: Guidelines for managing the Idas Valley / Botmaskop NA as part of the Krom River catchment

REF -NR	ACTIONS/IMPLEMENTATION	TIME FRAME
23	Remove all forms of pollution.	On-going
24	Manage invasive alien plants in terms of the Stellenbosch IAP Management Plan (2017).	On-going

7.2.6 Fire

The Idas Valley / Botmaskop NA is susceptible to fire due to activities on in the NA as well as land uses on adjoining properties. Any fire management regime must therefore provide innovative measures to combat the occurrence and spread of wild fires. The overarching fire management goals as it pertains to the Idas Valley / Botmaskop NA are to:

a) Protect people and property.
b) Protect natural and cultural resources from undesirable effects of fire.
c) Suppress unwanted fire.
d) Allow fire to assume its natural role in the ecosystem.
e) Manage fire cooperatively with neighbouring land owners and other stakeholders.

The fire management regime of the Idas Valley / Botmaskop NA is premised upon the following risk management strategies:

Table 9: Fire management strategies

Management Strategies	Guidelines
a) Avoiding the risk	Prohibiting high-risk human activities in close proximity to the NA.
b) Reducing the hazard	Prescribed burning, preparation of firebreaks or manual clearing of fire hazards as well as regular inspections.
c) Reducing ignitions	Education and awareness programs, fire bans, reduction in activities during high-risk season or periods, efficient ignition investigation.
d) Reducing consequences	Contingency plans, community education programs for self-protection (lives and property), and building restrictions and standards for areas prone to veld fires.
e) Implementing an innovative artificial burning regime	Such regime and associated practices are to reduce the risk of wild fires spreading and causing extensive ecological and financial damage. Such artificial regime implies the creation of a mosaic of veld ages that will enhance the capacity of the area to and maintain its ecological functioning.

This EMP builds on the recognition that the threat of fires to the Idas Valley / Botmaskop NA and the relevant reasons for such threat are unique. Due to surrounding land uses and human behaviour wild fires will probably not be prevented through any measures taken. The solution lies in a combination of options (a), (b) and (c) above.

It is important to understand the basics of fire before preparation can be made for efficient control thereof. It is essential to note that three environmental components are required for a fire to occur. These are oxygen, heat and fuel (refer to Figure 14). Whilst the atmosphere contains 21% oxygen, only 16% oxygen needs to be in the air for a fire to start. Fuel is any living or dead material that will burn. If ignition occurs in the situation or environment where all three elements are present combustion will result and a fire will continue to burn until one of the three elements are removed. It is difficult to exclude oxygen from fires. Heat is considered a constant. However, a reduction in fuel will reduce the total energy output (refer to Figure 15). Fuel or more specifically the amount of fuel is the aspect that can be influenced most. It therefore becomes the most critical factor in the prevention and control of fire.

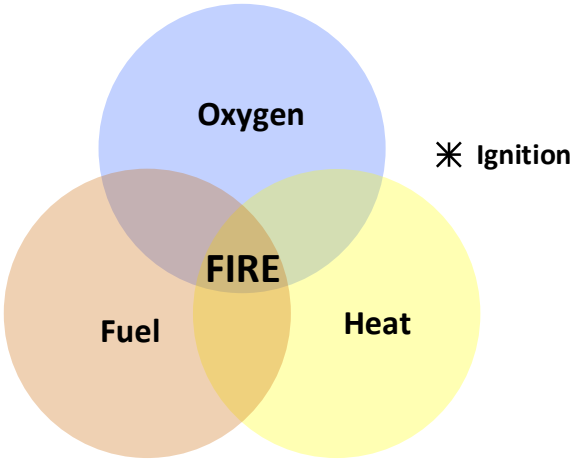


Figure 14: Basic elements of fire

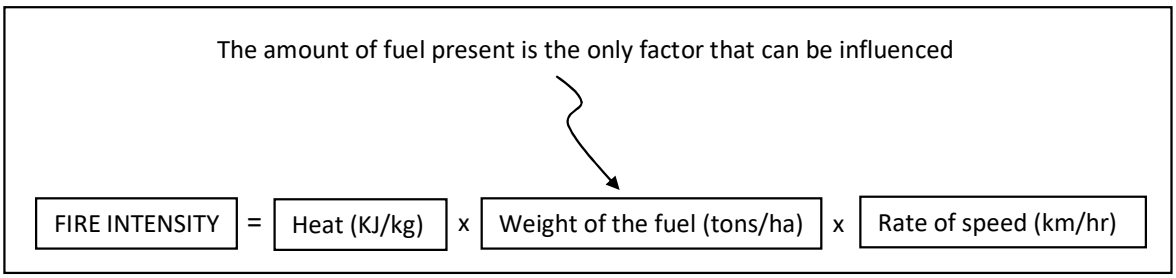


Figure 15: The factors determining the intensity of fire

Two ways of reducing the fuel load are alien vegetation clearing or control and the establishment and maintenance of firebreaks.

7.2.6.1 Alien Clearing

Invasive alien plants are characterised by being able to reproduce rapidly in their new environments, and this is usually due to a combination of factors, including:

a) A lack of natural enemies in the new environment
b) Resistance to local diseases and other plant pathogens
c) Highly competitive growth and colonising strategies that provide them with a competitive edge, and an ability to out-grow local indigenous plants

Invasive alien plants can significantly alter the composition, structure and functionality of ecosystems and increase the fuel load for fires. They degrade the productive potential of the land, intensify the damage caused by veld fires and flooding, increase soil erosion, and impact on the health of rivers and estuaries.

7.2.6.2 Firebreaks

Fire breaks are cleared paths which will prevent the spread of fire by removing the fuel from the fire path. Section 12 of the National Veld and Forest Fire Act *stipulates that every owner on whose land a veldfire may start or burn or from whose land it may spread must prepare and maintain a firebreak on his or her boundary between his or her land and any adjoining land*. In terms of Section 13 of the

Act above *a landowner is obliged to prepare and maintain a firebreak, with due regard to the weather, climate, terrain and vegetation*. The firebreak must:

a) be *wide enough and long enough to have a reasonable chance of preventing a veldfire from spreading to or from the neighbouring land*,
b) *not cause soil erosion*, and must
c) *be reasonably free of inflammable material capable of carrying a veldfire across it.*

In terms of Section 16 of the National Veld and Forest Fire Act the right or duty to prepare and maintain a firebreak prevails over any other prohibition in any other law on the cutting, disturbance, damage, destruction or removal of any plant or tree, except the owner must where possible, transplant any plant which is protected in terms of any law or where it is safe and feasible, position the firebreak so as to avoid such plant or tree.

A fire break is a means of access for personnel and equipment, to serve as a control line and to serve as a line from where a fire can be attacked from, for example by setting a backburn. The firebreaks are to be linked to access roads, thereby reducing the areas requiring preparation and increasing accessibility to the various sites. Locations where firebreaks are required vary. Individual circumstances will determine what type, width and length will be applicable. When constructing firebreaks it is important that all vegetation cover is removed and that only rocks and soil (minerals) are exposed. A fire can travel very slowly through the grass roots or decayed vegetation and great care must be taken to ensure that minimal earth is exposed throughout the length and width of the break. The following factors must be taken into account with the construction of firebreaks.

- Access: The placement of firebreaks on a slope must be determined by access to the break.
- Slope: Slope is the steepness of the land and has the greatest influence on fire behaviour. The steepness of the slope affects both the rate and direction of the fire spread. Fires usually move faster uphill than downhill and the steeper the slope, the faster the fire will move. This is because:
    - on the uphill side, the flames are closer to the fuel;
    - the fuels become drier and ignite more quickly than if on the level ground;
    - wind currents are normally uphill and this tends to push heat flames into new fuels;
    - convected heat rises along the slope causes a draft which further increases the rate of spread; and
    - burning embers and chunks of fuel may roll downhill into unburned fuels, increasing spread and starting new fires.
- Aspect: Aspect is the direction the land faces - north, south, east or west. The aspect of a slope influences a fire's behaviour in several ways:
    - southern aspects receive more direct heat from the sun, drying both the soil and the vegetation;
    - fuels are usually drier and less dense on southern slopes than fuels on northern slopes;
    - heating by the sun also causes earlier and stronger slope winds; and
    - on south-facing slopes, there will normally be higher temperatures, stronger winds, lower humidities, and lower fuel moistures.
- Terrain: *Terrain* or special land features may control wind flow in a relatively large area. Wind flows like water in a stream and will try to follow the path of least resistance. Ridges, trees, and rocks may alter wind flow and cause turbulence or eddies to form on the windward side of obstructions. Also, when wind flows through a restriction, such as a narrow canyon, it increases in strength. Wind movement can be critical in chutes or steep

v-drainages. These terrain features create a chimney effect, causing a forced draft, as in a stove chimney. Fires in these chutes or drainages spread quickly and are dangerous.

- Elevation
- Vegetation type
- Moisture content
- Size and shape of material
- Volume and area covered
- Fuel content (breaks alignment should avoid heavy fuel concentrations and be situated in areas with the lightest fuels possible).
- Wind direction (internal belts should as far a possible run parallel with prevailing winds).
- Spotting distance
- Firebreaks should be anchored, either to a natural barrier, road or another firebreak.
- Natural or existing barriers like roads, paths, streams, lakes, vleis, rivers, rock outcrops, or any other break in fuel should be utilise as far as possible.

There are four methods of preparing a firebreak and proper consideration should be given to each before commencing the preparation of a firebreak.

i) Manual: Preparing a firebreak manually involves the utilisation of a team of workers working in a planned manner using manual tools.

ii) Burning: After deciding where the belt is to go, an adequate tracer is cut around the entire belt, and then the belt itself is burnt. This is the most common form of preparing a firebreak.

iii) Ploughing/brush-cutting: Ploughing/brush-cutting with a tractor is a common method of constructing breaks where the vegetation is low or has been previously removed. The positive thing with brush-cutting is that the roots are not destroyed and this will assist in reducing erosion on these breaks. Brush-cut material should be removed two months after cutting.

iv) Application of herbicide: With this method herbicide is used to kill off all the plant growth in the firebreak.

There is currently a system of established and maintained firebreaks in the Idas Valley / Botmaskop NA (Figure 16). Most of the property boundaries to the north and west are lined with firebreaks as well as the sections along the Hells Hoogte pass.

Table 10: Guidelines for management of fire within the Idas Valley / Botmaskop NA

REF -NR	ACTIONS/IMPLEMENTATION	TIME FRAME
25	Maintain the existing firebreaks.	Annually Completed by end October
26	Conduct inspection of the area along with a representative of the local fire protection association to identify the need for additional firebreaks.	Immediately
27	Prepare firebreaks as required.	Completed by end October
28	Prepare and maintain a register of veld fires including the extent and date.	Compliance audited annually

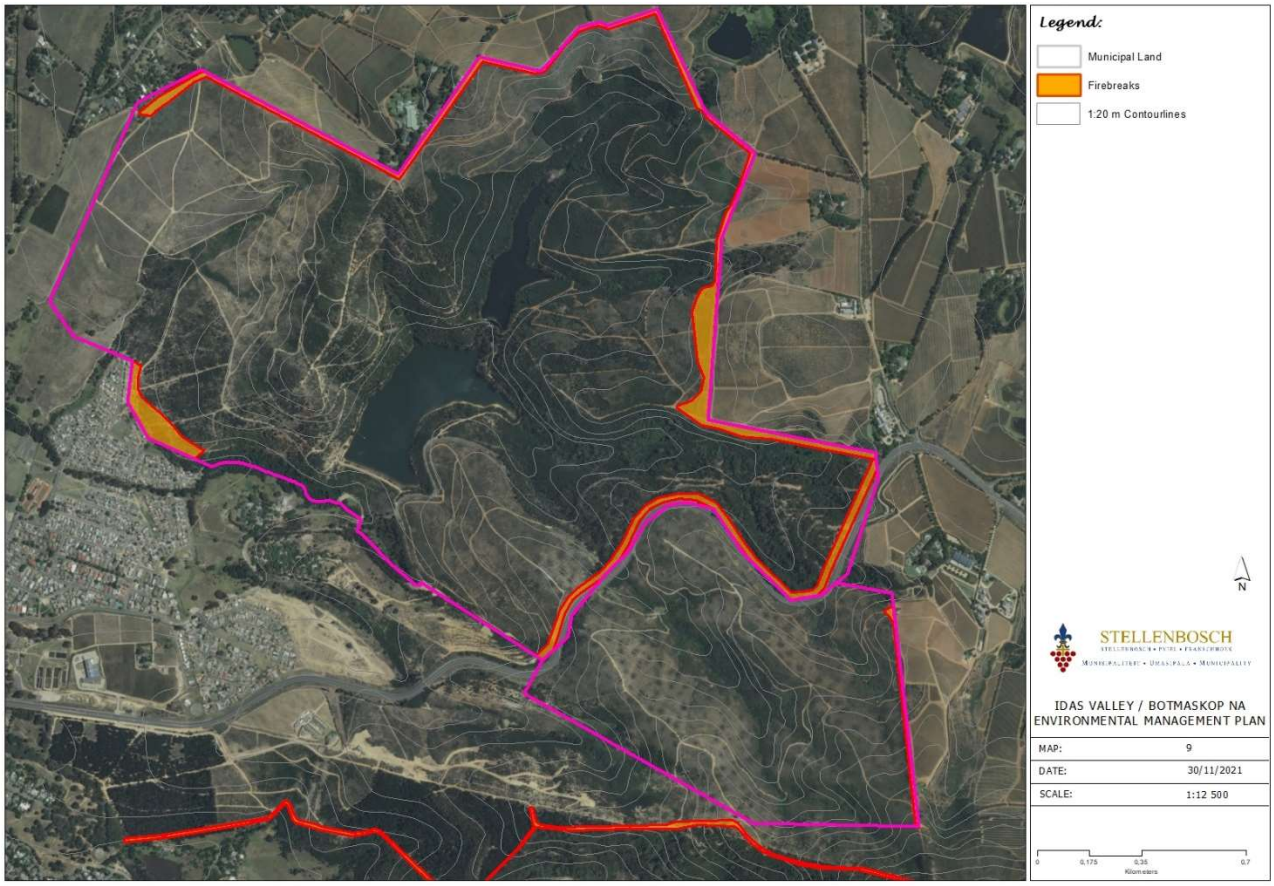


Figure 16: Firebreak within the Idas Valley / Botmaskop NA

7.2.7 Human-Made (Cultural) Environs

Development inevitably modifies the environment. In order to accommodate all of the functions of the Idas Valley / Botmaskop NA, it is important that a certain level of change or modification be accepted. However, such an acceptance requires responsible land ownership based on the following fundamental principles:

a) **Embracing our ignorance:** In environmental management a prominent place is needed for human ignorance. Land ownership should include the obligation to use the land humbly, within the limits set by the land - limits that are often badly understood. The correlative rule is an acceptance of liability for land degradation and a pledge to do what is possible to restore it and of finding ways to avoid problems before they arise.

b) **Sensitivity to place:** Given the complexity of nature and the paramount need to promote community well-being, land use norms must stimulate an attention to place and foster a willingness to tailor land uses to the characteristics and possibilities of each tract. Land uses must be set, not just by what is economically and physically possible in a place, but by the role of the tract of land in the surrounding ecosystem.

c) **Promoting local knowledge:** Good land use is best understood as an art, tailored to the uniqueness of each place and sensitive to the possibilities and limits set by nature. Local knowledge is often tied to the terrain, soils, climate, hydrology, biodiversity, and economy of a place, arising by cautious, trail-and-error methods that environmentalists have come to call *adaptive management*.

d) **Landscape-level planning:** Good ownership will include the owner's (or custodian's) participation in landscape-level planning. Land health cannot revive without plans that cover large areas, such as watersheds, ecosystems or bioregions.

Table 11: Guidelines for management the man-made environs

REF -NR	ACTIONS/IMPLEMENTATION	TIME FRAME
29	Ensure that development within the Idas Valley / Botmaskop NA fits with the scale, landscape and use of the area.	Ongoing
30	Record all significant archaeological manifestations. Institute research programmes to obtain reliable data of archaeological manifestations.	Annually
31	Control human impact on archaeological sites by instituting an effective permit system to control access.	Annually
32	Erect barriers and pathways/ board walks to regulate movement at sensitive sites.	Ongoing
33	Develop appropriate facilities and infrastructure.	Ongoing
34	Ensure appropriate management of the facilities and infrastructure.	Ongoing
35	Regulate the construction of roads, trails, and other facilities.	Ongoing

7.2.8 Tourism and Outdoor Recreation

It is imperative for the management of the Idas Valley / Botmaskop NA to be as professional and cost-effective as possible and to optimise the direct financial income that can be derived from its use. The Idas Valley / Botmaskop NA has an important function in terms of providing recreational opportunities for Stellenbosch and the region as a whole in that it provides for a number of nature-related opportunities that enhance regional tourism significantly. It is, therefore, important that the principle of economic efficiency be incorporated into the general management of the Idas Valley / Botmaskop NA and that it's positive role and function in respect of the economic sectors (specifically tourism) be understood and promoted. Tourism is the fastest growing industry in the world. It is believed that tourism based upon protected areas could become South Africa's biggest industry in the 21st century. With imaginative marketing and appropriate pricing structures there is substantial financial income to be realised from tourism (Turpie & Siegfried, 1996). Wesgro (1992) confirms the above statements and describes tourism as the most important growth stimulus in the economic development of the Western Cape. Tourism influences a variety of economic sub-sectors such as trade, accommodation and catering, manufacturing, agriculture, angling, hunting, personal services and transport. Tourism thus contributes substantially to regional production and job creation.

Tourism has huge potential for stimulating sustainable growth and development in Stellenbosch. The region has a wealth of unique tourism resources, the primary intrinsic attributes being the exceptional aesthetic quality and uniqueness of its landscapes, a range of natural and cultural resources, a diversity of communities with unique cultures, and unique agricultural enterprises and land use forms. In addition, tourism is a cost-effective provider of employment, with strong linkages to the local economy, and it represents a substantial multiplier effect. Ecotourism[11], in particular, can provide economic justification for the conservation of areas that may otherwise not receive

[11] Eco-tourism is defined as '*purposeful travel to natural areas and resources to utilise these areas and resources, to increase the understanding of the cultural and natural history of the environment, taking care not to alter the environment, producing economic benefits that make conservation of natural resources beneficial to the local people*'.

protection, and generate revenue for the management of these areas, and the upliftment of local communities.

However, tourism also has the potential for having a huge impact on the environment. Being one of the least regulated industries, tourism has the potential to induce devastating environmental and cultural changes. It is therefore important to develop tourism in a sustainable manner. To ensure sustainable growth and profitability in the tourism industry, the following challenges need to be faced:

a) A substantial portion of the tourism benefits must find its way into the local communities.
b) Ensure that all new developments in the natural environment qualify as unobtrusive and environment-friendly.
c) Re-invest a substantial portion of tourism profits in the maintenance of the cultural and natural resources.
d) Create a strong element of ecological and cultural awareness with tourists in order to ensure environmental sustainability.

Table 12: Guidelines for management of tourism and outdoor recreational opportunities

REF -NR	ACTIONS/IMPLEMENTATION	TIME FRAME
36	Involve entire community in tourism by developing and instituting educational programmes in local communities.	Annually
37	Ensure direct or indirect benefit to the total community by creating opportunities for the small business sector (e.g. sale of products, crafts, etc.). Promote the 'multiplier effect' or 'fringe benefits' of tourism (refer to additional jobs for local communities, improved local markets for products).	Ongoing

7.3 LAND USE MANAGEMENT

7.3.1 Management / Use Areas

Because the area has a spectrum of uses and comprises an area with variable degrees of degradation, ecological importance and topographical characteristics, a uniform set of management principles and rules for utilisation of the area is not feasible. The area must be retained as a public resource, used for recreational purposes on a daily basis whilst the environmental integrity of the area is protect at the same time. The management and use of the Idas Valley / Botmaskop NA is therefore predribed by way of defining the areas within which the various activities or use is allowed within.

The purpose of the zonation of the Idas Valley / Botmaskop NA is to control the intensity and type of use within the NA as well as the management focus in an effort to ensure the main goal of biodiversity conservation is met. Table 13 describes the various areas depicted by Figure 17 below.

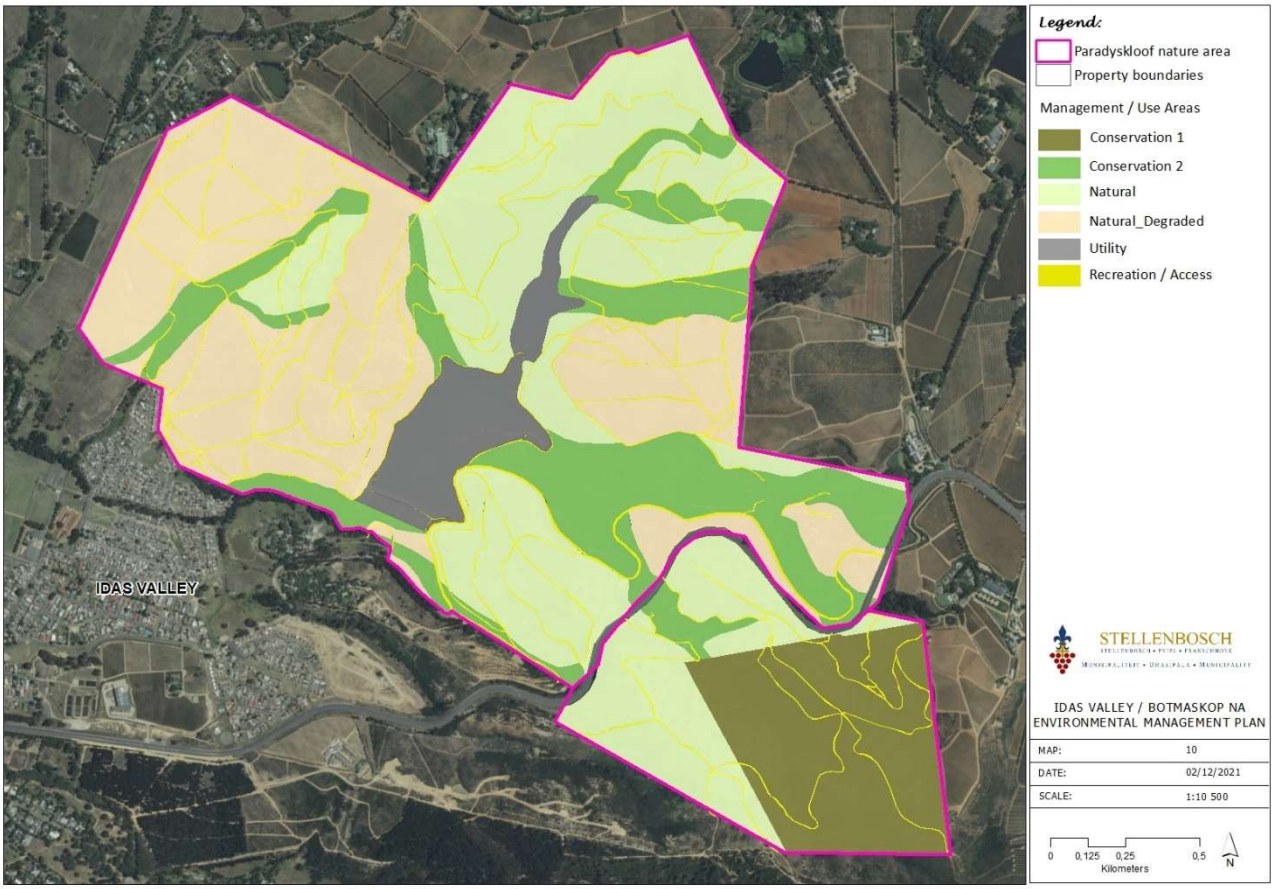


Figure 17: Idas Valley / Botmaskop NA Zonation.

Table 13: Idas Valley / Botmaskop NA Management / Use Areas

Area		DEFINITION / DESCRIPTION
	Conservation 1	Area with formal protection status. With the Idas Valley / Botmaskop NA this is the Hottentots-Holland Mountain Catchment Area. Human impact in this area must be minimal and kept free from any alien vegetation.
Use		• Conservation • Research • Rehabilitation
	Conservation 2	Mainly consist of ecological corridors. Areas in a natural condition that are required to meet biodiversity targets, for species, ecosystems or ecological processes and infrastructure. User activities with minimal impact allowed in these areas.
Use		• Conservation • Research • Rehabilitation
	Natural Natural Degraded	Mainly consist of ecological corridors. Areas in a natural condition that are required to meet biodiversity targets, for species, ecosystems or ecological processes and infrastructure. User activities with minimal impact allowed in these areas.
Use		• Research • Rehabilitation
	Utility	Municipal infrastructure.
Use		• Provision of Municipal services
	Recreation / Access	Infrastructure to access the area / recreational use.

Use	• Research • Cycling • Hiking • Trail-running • Approved events

Applying Cape Nature's zoning classification of protected areas most of the Idas Valley / Botmaskop NA can be difined as Nature Access (see Figure 18 / Table 14).

Table 14: Idas Valley / Botmaskop NA Management / Use Areas (Cape Nature Zoning)

Area		DEFINITION / DESCRIPTION
	Nature Access	**Conservation:** To manage and direct visitor use, and plan infrastructure to minimise impact on sensitive environments. To actively manage users and visitor impacts. Allows for minimal or more intensive biodiversity management intervention. **Users:** To provide easy access to natural landscapes with low expectation of solitude at all times. Buffer to primitive zone.
	Development-Low	**Conservation:** To locate the zone and infrastructure to minimise impact on sensitive environments. To actively manage users and visitor impacts on adjacent sensitive areas. Provide additional protection to sensitive or threatened habitats, species or other features. Areas with degraded or transformed footprints. **Users:** To provide access to adjacent natural landscapes with little expectation of solitude.
	Development-Management	Location of infrastructure. Areas with extensive degraded or transformed footprints.

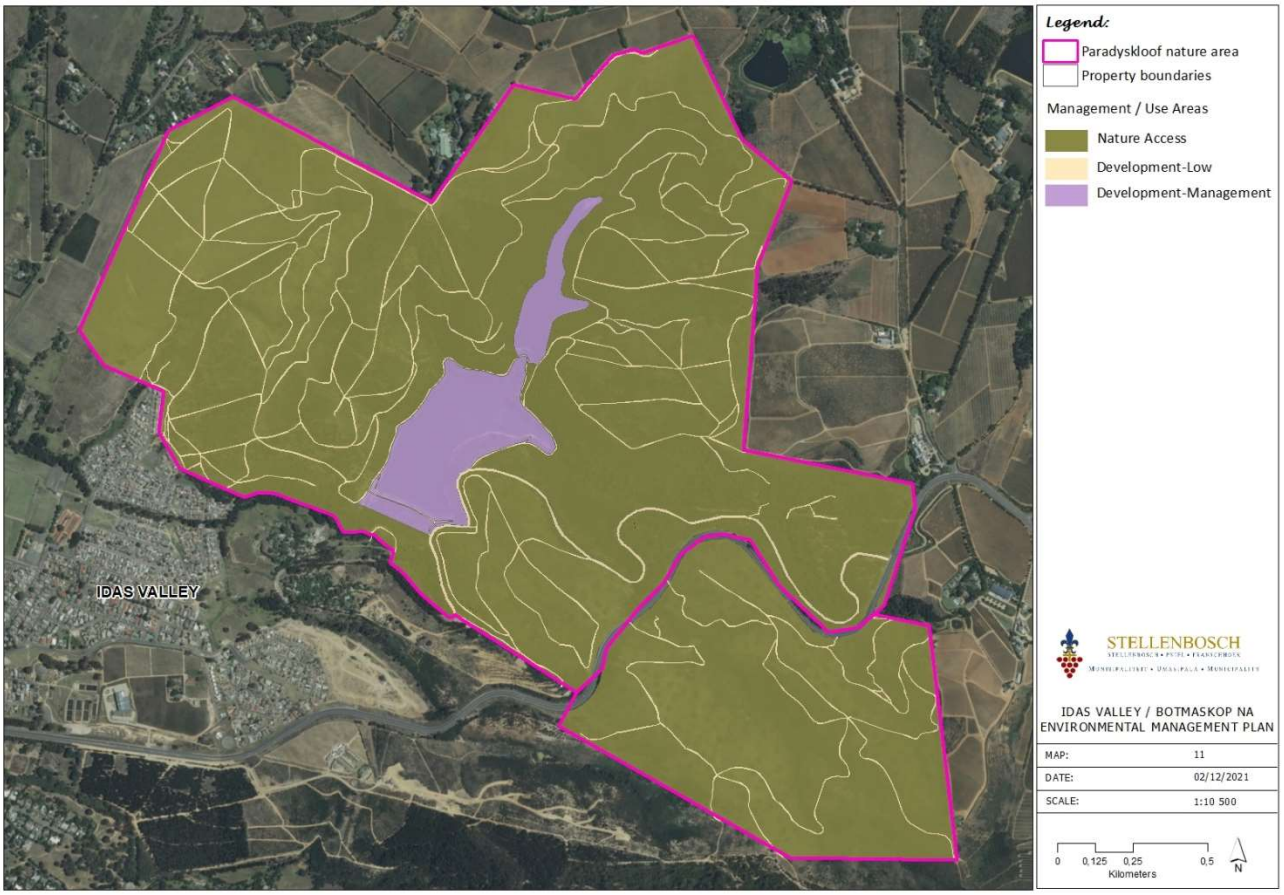


Figure 18: Idas Valley / Botmaskop NA Cape Nature Zonation.

Table 15: Guidelines for management of the Idas Valley / Botmaskop NA Management / Use Areas

REF -NR	ACTIONS/IMPLEMENTATION	TIME FRAME
38	Communicate the applicable use areas and associated appropriate activities through signage at the entrance and on-site.	Immediately after EMP approval.
39	Conserve and protect Conservation areas.	Audited
40	Inspect recreation areas within Conservation and Natural areas to assess the impact of use and degradation.	Annually
41	Implement necessary rehabilitation works where required.	Ongoing

7.3.2 Recreational Use

A primary function of the Idas Valley / Botmaskop NA is to enhance the well-being of the people of Stellenbosch Municipality and those visiting the area. Accordingly, the Idas Valley / Botmaskop NA has an important role, namely to provide the foundation for recreational and tourism opportunities which are environmentally compatible.

Rules applicable to the recreational use of the area are:

a) Entry and use is at a person's own risk. Stellenbosch Municipality and/or its employees shall not be liable for any damage, loss, theft, injury, accident or death suffered by any person, howsoever caused.
b) No lighting of fires.
c) No smoking.
d) Only approved / designated roads, trails or tracks may be used. The construction or clearing of new roads, trails or tracks are prohibited.
e) Public vehicle / motorised access to the area is prohibited unless authorised.
f) Visitors to comply to all signage including access signage and route markers.
g) Any user of the area utilising the area for hiking, cycling or any other permitted activity must be equiped with the necessary safety gear and equipment.
h) All users must utilize the area in a manner that considers the enjoyment and safety of other users.
i) Various routes (roads, tracks or trails) may exclude particular activities such as cycling. In such cases where a route is temporarily closed for rehabilitation or maintenance, or permanently excludes a particular use, appropriate signage will be installed to communicate such information which must be adhered to as in (f) above.

Table 16: Guidelines for management of recreational use of the Idas Valley / Botmaskop NA

REF -NR	ACTIONS/IMPLEMENTATION	TIME FRAME
42	Audit all roads, trails and tracks and update maps accordingly. Decide on the appropriate use (or decommissioning / rehabilitation) thereof and install appropriate signage.	Immediately after EMP approval.
43	Maintain existing roads, trails and tracks to be fit for recreational use.	Ongoing
44	Inspect roads, trails and tracks to be fit for recreational use.	Monthly during summer or after heavy rain events. Weekly during summer.

45	Repair damaged roads, trails and tracks.	Ongoing
46	Close routes that require maintenance or rehabilitation and are not deemed to be safe for recreational use by installing appropriate signage and access barriers.	Ongoing
47	Inspect and maintain signage and route markers throughout the area.	Monthly

7.3.3 Access Control

Access control, or the lack thereof, is a threat to the management of the area influencing secondary threats such as the security of the area, vandalism and fire. Existing access control is inadequate and must be addressed. Access control requires that the perimeter of the area is secure and access regulated. Although the NA needs to be secured from a security point of view it is important to recognise that the area remains a public resource and needs to be accessible to the local community.

Table 17: Guidelines for management access control

REF -NR	ACTIONS/IMPLEMENTATION	TIME FRAME
48	Audit existing access-points to the NA.	Immediately and ongoing
49	Audit existing access control infrastructure.	Immediately
50	Audit existing locks and ownership of keys.	Ongoing
51	Keep a register of key-holders.	Ongoing
52	Investigate the financial aspects fencing the area.	Immediately
53	Deploy additional staff with direct communication with law enforcement to monitor the area.	Immediately and ongoing

7.3.4 Municipal Infrastructure

The Idas Valley / Botmaskop NA houses municipal infrastructure. It is important that the Municipality are able to access, maintain and effect required improvements to these infrustructure. Although the importance of these works can not be underestimated it must be planned and excecuted in a manner that has te least possible impact on the area.

Table 18: Guidelines for management of municipal infrastructure

REF -NR	ACTIONS/IMPLEMENTATION	TIME FRAME
54	Maintain all infrastructure in good working order.	Ongoing
55	Development proposals or plans for maintenance work within the Idas Valley / Botmaskop NA to be circulated to the Department: Community Services for input.	Ongoing

7.3.5 Events

The Idas Valley / Botmaskop NA is an important resource used for spiritual, scientific, educational, recreational and tourism opportunities. Stellenbosch Municipality receives various applications for

events in the Idas Valley / Botmaskop NA for consideration. It is the Municipality's responsibility to ensure that such events are compatible with the area, that such an event does not present an unreasonable threat or impact to the area that cannot be avoided or mitigated and that the area ultimately benefit from such an event. In order to give effect to the potential of the Idas Valley / Botmaskop NA in this regard events must be used as a way to create a strong element of ecological and cultural awareness with event organisers and participants in order to ensure environmental sustainability. The following applies to events in the Idas Valley / Botmaskop NA:

(i) Events are to be held in a manner that has the least possible negative environmental impact.
(ii) Event applications must be submitted timeously for consideration, preferably 90 day prior to such an event.
(iii) Potential impacts of an event must be considered by the municipality and an approval granted only if such impact is considered to be acceptable or is of such a nature that the likely impacts can be avoided and/or mitigated.
(iv) The applicant applying for an event license is to provide a scope of the proposed event activities, an assessment of the likely environmental impacts of such activities, recommended mitigation measures to be implemented and the degree to which the proposed mitigation measures are expected to address the identified environmental impacts.
(v) An application for an event in a nature area is to be circulated to the relevant municipal department tasked with the management of such an area for consideration, comment and the provision of conditions before a decision for the granting/refusal of an event license is made.
(vi) An applicant may be liable for an application fee, the criteria of which have been approved by the Council of Stellenbosch Municipality.
(vii) An event license granted is only valid upon acceptance of the set conditions for the hosting of the particular event and payment made of the application fee by the event organizer.
(viii) Unless specified otherwise, the event organizer assumes responsibility for the event's compliance to conditions imposed during the granting of an event permit.
(ix) The event organizer is responsible for any rehabilitation to a nature area damaged or degraded during an event. The scope of such rehabilitation work will be the restoration of an area to the state prior the hosting of the relevant event.
(x) In the event that rehabilitation work is required the municipality may direct an event organizer to investigate, evaluate and assess the impact of specific activities and report thereon and to complete rehabilitation measures before a specified reasonable date.
(xi) The Municipality may exempt an organizer from a prohibition contained in this EMP. Such exemption must be strongly motivated for and only approved under strict conditions to avoid / mitigate risks associated with such exemption.

Table 19: Guidelines for events in the Idas Valley / Botmaskop NA

REF -NR	ACTIONS/IMPLEMENTATION	TIME FRAME
56	Consider all events in the area in terms of the above criteria.	Ongoing
57	Development a set of application fees for submission to Council.	Immediately after EMP approval.

7.3.6 Development

It is imperative that the integrity of the Idas Valley / Botmaskop NA be protected through appropriate planning and management intervention. Accordingly any physical development in the Idas Valley / Botmaskop NA is to be planned and implemented to have the least possible impact and to have any such impact mitigated. Development within the Idas Valley / Botmaskop NA must reflect the principles decribed in Section 8.2.7 above.

Table 20: Guidelines for development

REF -NR	ACTIONS/IMPLEMENTATION	TIME FRAME
58	Development proposals within Idas Valley / Botmaskop NA to be circulated to the Department: Community Services for comment.	Ongoing

7.4 ENVIRONMENTAL AUDITING

This EMP builds upon the notion that uncertainty (or lack of knowledge) about the status and function of ecosystems can be addressed in an *adaptive management strategy* - an approach that relies on continual assessment and adjustment. Although repeated revision of management decisions is at the core of adaptive management, this does not threaten resource security, rather it provides for sustainability of resource use. Threats to resource security can be minimised if management objectives are set clearly. In addition, adaptive management will reduce the sort of pressure that stymies action because initial choices are not viewed as final. The dimension of continual improvement is embodied in adaptive management. Continual improvement is defined as the process of enhancing management actions to achieve improvements in overall performance (i.e. remaining dynamic). It is achieved by continually evaluating environmental performance against set environmental policies, objectives and targets with the purpose of identifying opportunities for improvement. Accordingly, the Idas Valley / Botmaskop NA is a dynamic document which is subject to updating and amendment in accordance with the results of monitoring and auditing and the outcomes of on-going scientific research.

7.4.1 Auditing Strategies

Table 21: Auditing actions

REF -NR	ACTIONS/IMPLEMENTATION	TIME FRAME
59	Audit all documented impacts of management actions on the environment.	Annually in October.
60	Implement procedures for handling incidents of non-conformance with the EMP.	Annually in October.
61	Manage environmental records, including the results of audits and reviews.	Immediately after EMP approval.
62	Submit audit report to the Council.	Annually in October.

7.4.2 Auditing Procedures

The environment audit to be undertaken is a methodical examination of the site's environmental information to verify whether, and to what extent, the management actions have complied with set performance criteria. The review of the EMP on a five-year basis is based upon the results of the

environmental audits the objective being to ensure its continuing appropriateness and effectiveness.

The environmental audit consists of three stages, namely *pre-audit*, *on-site audit* and *post-audit*. Pre-audit includes the administrative issues associated with planning the audit, selecting the institution to conduct the audit, and preparing the audit protocol. The main purpose of the pre-audit stage will be to develop an audit plan, based on the most recent information and the results of the previous year's audit. The audit plan must also address where the audit is to be conducted, what the scope and objectives of the audit are, how the audit will be conducted (keeping in mind that the results of the audit must be comparable to previous year's audit results), and when the audit is to be conducted.

The on-site audit involves the recording of required information. The audit team gathers information by observation, conducting photographic studies, taking measurements, and conducting tests as was determined during the pre-audit stage. During the on-site audit stage the strength and weaknesses of the methods of information gathering must be evaluated in order to determine whether the process of auditing is effective in achieving its goal. In keeping with the adaptive management approach, the auditing process must also be looking for continual improvement. All the information obtained is recorded and a comprehensive record of the audit and the state of affairs produced.

The audit report is completed during the post-audit stage. Such report will reflect previous results, current results, and recommended improvement goals. The audit report will also indicate failures or deficiencies and recommendations for corrective actions.

7.4.3 Environmental Indicators

Table 21: Environmental Indicators for the auditing process (*Environmental Indicators for National State of the Environment Reporting* [DEAT, 2002]).

ENVIRONMENTAL MANAGEMENT	
Environmental Management	EM01 – Multilateral environmental agreements EM02 – Budgetary allocation to natural resource management EM03 – Budgetary allocation to environmental education EM04 – Budgetary allocation to environmental research EM08 – Voluntary use of environmental accounting and reporting EM10 – Environmental reporting by the Municipality
BIODIVERSITY & NATURAL HERITAGE	
Species Diversity	BD01 – Threatened and extinct species per taxonomic group BD02 – Endemic species per taxonomic group BD03 – Alien (non-indigenous) species per taxonomic group BD04 – Population trends of selected species BD05 – Distribution and abundance of selected alien species
Habitat Change	BD06 – Extent of conserved area BD08 – Disturbance regimes: fire frequency
Resource Value	BD11 – Contribution to job creation: eradication of alien species
LAND USE	
Land Use	LU01 – Land cover LU02 – Land productivity vs potential
Land Condition	LU03 – Soil loss LU04 – Land degradation

8 VALIDITY

The Idas Valley / Botmaskop NA EMP is based upon and aims to give effect to a long-term vision for the area which is not subject to *ad hoc* or short-term amendment. However, in terms of the principle of continual improvement the EMP is subject to revision in accordance with the results of on-going monitoring and auditing to be undertaken as described in Chapter 7.4. It will be valid, in its current form, for a period of 5 years from the date approved by Council of Stellenbosch Municipality after which revision has to be considered.

Within this period addition or amendments to the EMP can be considered by the Management Authority. These additions or amendments will be added to the document as addendums before being included in the document on revision. Examples of such addendums may include documents such as:

a) Updated maps,
b) Founding documentation on the proposed "Friends of the Idas Valley / Botmaskop NA",
c) Updated rules on recreation, access, events, etc.

9 CONCLUSION

The Idas Valley / Botmaskop NA EMP is a mechanism intended to facilitate the achievement of the vision set for the area. The EMP and its associated processes of community participation, education and performance auditing presents an opportunity for all concerned to participate in the long-term management of the area for the benefit of the current and future generations. The implementation of the EMP presents the first step in such process. This document should therefore not be seen as a final product, but rather as a step towards the implementation of integrated bioregional planning as '*an organised process that enables people to work together, think carefully about the potential and problems of their region, set goals and objectives, define activities, implement projects, take actions agreed upon by the communities, evaluate progress and refine their approach*'.

13.2	ACTING ARRANGEMENTS FOR THE MUNICIPAL MANAGER AND SECTION 56 MANAGERS WHEN THE MUNICIPAL MANAGER AND SECTION 56 MANAGERS ARE NOT AVAILABLE

Collaborator No:
IDP KPA Ref No: **Good governance and Compliance**
Meeting Date: **24 August 2022**

1. ACTING ARRANGEMENTS FOR THE MUNICIPAL MANAGER AND SECTION 56 MANAGERS WHEN THE MUNICIPAL MANAGER AND SECTION 56 MANAGERS ARE NOT AVAILABLE

2. PURPOSE OF REPORT

To approve the Directors who will act as Municipal Manager when the Municipal Manager is not available.

To approve the acting Section 56 Managers who will act as section 56 managers (Directors) when the section 56 managers are not available.

The arrangements must from time-to-time be reviewed given that changes take place in the staff structure and the incumbents. This is a review of the approved arrangements from March 2020 given that a new Director has been approved for Infrastructure Services.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

Council approved the Directors to act as Municipal Manager when the Municipal Manager is not available on 25 March 2020.Council also approved the acting arrangements for section 56 Managers when they are not available on the same date. It is good practise to review these arrangements on a regular basis as circumstances change.

Section 54 (A) of the Systems, which has been subsequently declared unconstitutional, and Section 80 of the Structures act provide for the appointment of a Municipal Manager and acting Municipal Managers. Section 54A of the Municipal Systems Act provides that the Municipal Council must appoint an acting Municipal Manager under circumstances and for a period as prescribed. Section 54A(1)(b) provides that such an acting person must at least have the skills, expertise, competencies and qualifications as prescribed.

It can be anticipated that there will be occasions when the Municipal Manager will be away from office or not available due to a variety of reasons. The payment of an acting allowance is dealt with in the Acting Policy approved by Council on 28 November 2018.

Council must appoint acting section 56 managers when the appointed section 56 managers are not available. It is not practical to call a council meeting every time a person must act when a director is on leave, on sick leave or out of office. Council therefore appoints acting managers on a roster to fulfil the obligation is section 56.

There have been several changes to these rosters approved in March 2020 and the acting arrangements are therefore indicated below.

5. RECOMMENDATIONS

(a) that the acting arrangements approved in March 2020 be confirmed as follows:

The following Directors be appointed to act as Municipal Manager if the Municipal Manager is not available:

January to February	:	Corporate Services
March to April	:	Financial Services (CFO)
May to June	:	Infrastructure Services
July to August	:	Planning and Economic Development
September to October	:	Community and Protection Services
November	:	Corporate Services
December	:	Financial Services (CFO)

(b) that the Director next on the rotation schedule acts when the relevant Director is not available as per the schedule;

(c) that an acting allowance be paid in terms of the approved acting policy if the Director acted for 10 consecutive days or longer; and

(d) that the following managers act as Acting section 56 managers for the periods indicated in the different Directorates respectively

SECTION 56 POST	PERSON ACTING	POST OF ACTING INCUMBENT	ACTING PERIOD APPROVED
DIRECTOR: CORPORATE SERVICES: ANNALENE DE BEER			
	Alexander Kannemeyer	Senior Manager: Human Resources	January; May; July; September;
	Mervin Williams	Senior Manager: Legal Services	February March June December
	Regan Mooidien	Senior Manager: ICT	April August October November
DIRECTOR: INFRASTRUCTURE SERVICES: SHANE CHANDAKA			
	Myra Francis	Senior Manager: Development Services, Assets Management and Systems and Project Management Unit	December; January; June; July
	Nombulelo Zwane	Senior Manager: Electrical Services	February; March; August; September
	Johan Fullard	Senior Manager: Transport, Roads & Stormwater	April; May; October; November

DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT: ANTHONY BARNES			
	Johru Robyn	Manager: Informal Settlements	December January; February; October
	Craig Alexander	Senior Manager Development Planning	March; April; May November
	Stiaan Carstens	Senior Manager: Development Management	June July August September
DIRECTOR: FINANCIAL SERVICES (CFO): KEVIN CAROLUS			
	Monique Steyl	Senior Manager: Financial Management Services	January; February; March, July; October; December
	Dalleel Jacobs	- Senior Manager: Supply Chain Management	- April , May; June; August; September, November.
DIRECTOR: PROTECTION AND COMMUNITY SERVICES: GARY BOSHOFF			
	Albert van der Merwe	Senior Manager:	January; March; April; July; September; November
	Charl Kitching	Senior Manager:	February; May; June; August; October; December

(e) that the acting allowance be paid to Acting Section 56 Manager is line with the Acting Policy approved by Council.

6 DISCUSSION / CONTENTS

6.1 Background

Council approved the Directors to act as Municipal Manager when the Municipal Manager is not available on 25 March 2020.Council also approved the acting arrangements for section 56 Managers when they are not available on the same date. It is good practise to review these arrangements on a regular basis as circumstances change.

6.2 Discussion

It can be anticipated that there will be occasions when the Municipal Manager will be away from office or not available due to a variety of reasons. The roster approved in July 2018 is still relevant and does not need any changes. The payment of an acting allowance is dealt with in the Acting Policy approved by Council on 28 November 2018.

Section 54 (A) of the Systems, which has been subsequently declared unconstitutional, and Section 80 of the Structures act provide for the appointment of a Municipal Manager and acting Municipal Managers. Section 54 of the Municipal Systems Act provides that the Municipal Council must appoint an acting Municipal Manager under circumstances and for a period as prescribed. Section 54 (1) (b) provides that such an acting person must at least have the skills, expertise, competencies and qualifications as prescribed.

Council must appoint Acting Section 56 Managers when the appointed managers are not available. It is not practical to call a council meeting every time a person must act when a director is on leave, on sick leave or out of office. Council therefore appoints acting section 56 managers also on a roster

There have been several changes to these rosters approved in March 2020 and the acting arrangements are therefore indicated above.

6.3 Financial Implications

As per the approved acting policy.

6.4 Legal Implications

The recommendations are in line with Council policies and applicable legislation

6.5 Staff Implications

Directors and managers take on the additional workload and responsibilities of the Municipal Manager and Section 56 managers when acting.

6.6 Previous / Relevant Council Resolutions:

30 July 2018
30 January 2019
25 March 2020

6.7 Risk Implications

The risks are addressed by approving the roster of acting arrangements.

6.8 Comments from Senior Management:

The comments from the section 56 managers are included in the item.

ANNEXURES

None

FOR FURTHER DETAILS CONTACT:

NAME	**Annalene de Beer**
POSITION	***Director Corporate Services***
DIRECTORATE	***Corporate services***
CONTACT NUMBERS	***021 808 8018***
E-MAIL ADDRESS	***Annalene.deBeer@stellenbosch.gov.za***
REPORT DATE	***16 August 2022***

13.3	IDA'S VALLEY COURT OF DREAMS

Collaborator No:
KPA Ref No:
Meeting Date: **24 August 2022**

1. SUBJECT: IDA'S VALLEY COURT OF DREAMS

2. PURPOSE

To obtain approval from Council for the upgrade of one netball court at Ida's Valley Sport Facility into a basketball court.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

Ida's Valley Sport Facility currently has six existing netball courts. The Stellenbosch Academy of Sport (SAS) approached Stellenbosch Municipality with a proposal to upgrade one of the six netball courts into a basketball court.

All upgrades done in creating the basketball court will be supervised and facilitated by Stellenbosch Academy of Sport through its Community Wellness Manager.

All upgrades will be financed by Stellenbosch Academy of Sport and once completed the basketball court will be handed over to Stellenbosch Municipality. The basketball court and activities will be managed by the Sport Section and Ida's Valley Sport Council.

5. RECOMMENDATION

that Council approves the upgrade and establishment of a basketball court at Ida's Valley Sport Facility with a donation received from the Stellenbosch Academy of Sport (SAS).

6. DISCUSSION / CONTENTS

6.1 Background

Ida's Valley Sport Facility currently has six existing netball courts. Basketball is a fast-growing sport currently in South Africa and Stellenbosch Municipality was approached by Stellenbosch Academy of Sport to create a basketball court to nurture this vibrant sporting code.

Ida's Valley Sport Facility currently has six existing netball courts and after Stellenbosch Academy of Sport met with the Ida's Valley Sport Council, the proposal was welcomed and endorsed (see Annexure A) to utilise one of the six netball courts and upgrade it to a basketball court.

6.2 Discussion

Basketball is an increasingly popular sport in South Africa, especially amongst the youth. The national federation Basketball South Africa was founded in 1992 and is one of the youngest members of the global basketball governing body, the

Federated International Basketball Association. The national team competes at the FIBA Africa Championships.

Stellenbosch Academy of Sport through its donation will ensure that basketball as an emerging sporting code will be able to function at Ida's Valley. Stellenbosch Municipality as an enabler of sport and providing suitable sporting space can ensure with Stellenbosch Academy of Sport and Ida's Valley Sport Council the development of basketball in Stellenbosch.

Establishment of the court will include:

- acrylic surfacing of the court
- supply and install sleeved basketball hoops and backboards
- line marking of the basketball discipline

In addition, the existing ablution facility at the netball and basketball courts will receive minor repairs and maintenance which includes internal and external wall painting and ceiling repairs.

6.3 Financial Implications

There is no direct financial implication for the municipality as all the upgrades will be financed by the Stellenbosch Academy of Sport.

6.4 Legal Implications

The municipality will sign a Memorandum of Understanding (MOU) with the Stellenbosch Academy of Sport to formalize the donated upgrades into an agreement.

6.5 Staff Implications

This report has no additional staff implications to the Municipality.

6.6 Previous / Relevant Council Resolutions

No previous Council Resolutions in this regard.

6.7 Risk Implications

None

ANNEXURES

Annexure A: Ida's Valley Sport Council's endorsement letter.

FOR FURTHER DETAILS CONTACT:

NAME	Garth Abrahams
POSITION	Manager: Sport, Recreation and Halls
DIRECTORATE	Community and Protection Services
CONTACT NUMBERS	021 808 8160
E-MAIL ADDRESS	Garth.abrahams@stellenbosch.gov.za
REPORT DATE	18 August 2022

ANNEXURE A

Idasvalley Sports Board
EST 2000

AFFILIATED TO
STELLENBOSCH
MUNICIPALITY

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All Correspondence To the Secretary
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Annexure A

IDASVALLEI SPORTRAAD
IDASVALLEY SPORTS BOARD
(Est.2000)

29 July 2022

Mr. Jose Cabral
Wellness & Community Sport
Stellenbosch Academy of Sport
Stellenbosch
7600

Dear Sir

Approval: Upgrading of Netball Courts and Clubhouse Facilities

The Idas Valley Sport Board acknowledges the discussions had with Mr. Cabral and Councilor van Rooyen on the upgrading of the Netball Facilities at Idas Valley Sport Grounds.

The Board met last night 28 July 2022 and discussed the proposal in detail and we hereby approve the project.

An important part of the approval is that the Board will be recognized and involved with all processes from here on to ensure full participation in terms of the development.

The most important part is that the Facility will form part of the Idas Valley Sport Board ensuring proper management there of. We are also very excited, honored and appreciative of Councilor van Rooyen`s passion and will work hand in hand with him for maximum exposure to all in our Community and beyond.

The Idas Valley Sport Board wants to express our appreciation to you Mr. Cabral, for your efforts in uplifting communities through Sport. We look forward to working with you presently and most definitely in future.

Yours in Sport and Community Upliftment

Brian Minnis

Brian Minnis
Secretary

14.	**CONSIDERATION OF NOTICES OF QUESTIONS AND NOTICES OF MOTIONS RECEIVED BY THE SPEAKER**

NONE

15.	**CONSIDERATION OF URGENT MOTIONS**

NONE

16.	**URGENT MATTERS SUBMITTED BY THE MUNICIPAL MANAGER**

17.	**REPORTS SUBMITTED BY THE SPEAKER**

NONE

18.	**REPORTS SUBMITTED BY THE EXECUTIVE MAYOR**

NONE

19.	**MATTERS TO BE CONSIDERED IN–COMMITTEE**

NONE

THE AGENDA HAS BEEN DISCUSSED WITH THE SPEAKER, CLLR Q SMIT AND HE AGREES WITH THE CONTENT.

12.	**CONSIDERATION OF ITEMS, REPORTS, COMMUNICATIONS, PETITIONS AND APPLICATIONS SUBMITTED VIA THE OFFICE OF THE MUNICIPAL MANAGER**

12.1	**MUNICIPAL PUBLIC ACCOUNTS COMMITTEE (MPAC): [CLLR WF PIETERSEN]**

12.1.1	**CONSIDERATION OF CONTRACTOR'S EXPENSE AND LOSS CLAIM RELATING TO BSM/17/20: UPGRADE OF STELLENBOSCH MUNICIPAL FIRE STATION**

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **19 August 2022**

1. SUBJECT: CONSIDERATION OF CONTRACTOR'S EXPENSE AND LOSS CLAIM RELATING TO BSM/17/20: UPGRADE OF STELLENBOSCH MUNICIPAL FIRE STATION

2. PURPOSE OF REPORT

Is to provide feedback and a recommendation on the Expense and Loss Claim as submitted by Ilitha Painters and Decorators CC T/A The Construction Company (hereafter referred as the "Contractor") in respect of additional compensation due to the Contractor for events outside of its control.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

The tender for the works was submitted by the Contractor on 18 October 2019. The tender was valid for one hundred and twenty (120) days and lapsed on 15 February 2020. It would have been reasonable to expect that the contract (MBD 7.2) would have been signed during this time period and that the Contractor would have provided the Employer with a Construction Guarantee.

However, the conclusion of the contract did not occur within this timeframe. As a result of the Level 5 Covid-19 lockdown (starting 26 March 2020), the MBD7.2 was signed on 25 May 2020 (during Level 5 Lockdown). As per the government regulations, construction sector activities could only resume on 1 June 2020, implying a later site hand-over.

The Contractor did not submit the Construction Guarantee because the Employer did not issue a Purchase Order (PO) to the total value (R8.764 million) of the tendered sum. The Employer issued two (2) PO's during the latter part of 2020 (circa November) to the value of R1.9m and R2m respectively. Subsequently, the Contractor questioned the Employer's commitment to honor the contract for the total contractual tendered value of R8.764m and maintained its position on the risk of the Employer's financial commitment.

At a meeting held on 05 May 2021, the Parties agreed that the project would continue, for the full scope and value on condition that the Employer will issue written confirmation of project funding and would generate the necessary PO for the full value.

The Contractor issued a letter on 13 May 2021 where it sought clarity on its ability to submit an expense and loss claim for the lapsed time between site hand-over and the closing of the tender. In consultation and on behalf of the Employer, the Principal Agent provided the same in its letter issued 18 May 2021.

Although the Principal Agent would normally reject the contractor's expense and loss claim on the grounds that the Contractor is also in default, it does however take note of mitigating factors that surrounded the project from the start such as the Covid-19 pandemic and discussions between the Parties around reduced PO values being issued culminating in discussions of reduced/re-prioritization scope of works and delayed directives from the Employer.

It must also be noted that the Contractor has completed the work three (3) months earlier than the contractual completion date, thus providing earlier beneficial use to the Employer. In the spirit of mutual co-operation, the Principal Agent recommends that the Employer provide some form of compensation to the Contractor in that there has been an impact on the performance by the Contractor due to some events that were outside of their control.

The escalation is calculated using the CPAP method, with September 2019 as the base month and an offer of **R520,695.05** excluding VAT be provided to the Contractor as compensation for the undue delays to the project.

5. RECOMMENDATION

For MPAC consideration

6. DISCUSSION

6.1 BACKGROUND

At the onset, it must be noted that this submission is post the contract completion of the works. The reasons for this include the uncertainty of the Parties (i.e. the "Employer" and "Contractor") on how to evaluate the claim considering that the Contract Price Adjustment Provision (CPAP) was excluded from the contract and for reasons unknown, delayed responses from the Employer in providing direction on the matter based on the aforementioned. Furthermore, the Contractor completed the work three (3) months earlier than the contractual duration.

The tender for the work was submitted by the Contractor on the 18 October 2019. In the tender document, it is stipulated that the pricing must be valid for one hundred and twenty (120) days after the tender closing date of 15 February 2020. All things being equal, it would have been reasonable to expect that the contract (MBD 7.2) would have been signed during this period and that the Contractor would have provided the Employer with a Construction Guarantee as stipulated in Clause 42.2.5 of the Contract Specific Data (C1.2.2) thus enabling site hand-over and commencement of works.

It would then also be reasonable to assume that if the above requirements were met, the site hand-over would have occurred at the beginning of March 2020. Pursuant to the provision of Clause 42.2.6, for a ten (10) month contract duration, the works would have been completed in December 2020. If the above has taken place, it would be reasonable to assume that the Contractor would have completed the works at the rates tendered, therefore not needing to submit a claim for their perceived losses.

However, the conclusion of the contract did not occur within this timeframe. As a result of the Level 5 Covid-19 lockdown (starting 26 March 2020), the MBD7.2 was signed on 25 May 2020 (during Level 5 Lockdown). As per the government regulations, construction sector activities could only resume on 1 June 2020. This would imply that site hand-over could only be done on this date.

At this stage, the Contractor did not submit its Construction Guarantee. The Contractor noted that the reason for this was that the Employer did not issue a Purchase Order (PO) to the total value of the tendered sum. The Employer issued two (2) PO's during the latter part of 2020 (circa November) to the value of R1.9m and R2m, respectively. The sum of these values did not equate to the total contractual tendered value of R8.764m.

Subsequently, the Contractor questioned the Employer's commitment to honour the contract for the total contractual tendered value of R8.764m. In the interest of mitigating project delays, the Principal Agent had engaged the Contractor to commence with the works by identifying the priority of works that could commence and equate to the value of the PO's issued. The Parties continued to engage, despite the Employer providing verbal assurances to honour the contract for the total contractual tendered value of R8.764m, the Contractor had maintained its position on the risk of the Employer's financial commitment.

In February 2021, at the request of the Employer, the Principal Agent submitted a chronological report providing an update on the status quo of the project. The project had remained stagnant until end of April 2021, when further discussions were held between the Contractor and Employer to reach an end to the impasse in terms of project value and scope of works due to budget constraints.

Finally, at a held meeting on 05 May 2021, the Parties agreed that the project would continue, for the full scope and value; the Employer would generate the necessary PO values, on condition that the Employer will issue written confirmation of project funding to the total contractual tendered value of R8.764m. This letter was issued by the Employer on 06 May 2021.

Subsequently, the Contractor issued a letter on 13 May 2021 where it sought clarity on its ability to submit an expense and loss claim for the lapsed time between site hand-over and the tender close. In consultation and on behalf of the Employer the Principal Agent provided the same in its letter issued on 18 May 2021. This final confirmation was accepted by the Contractor and the site was handed over on 21 May 2021. The Construction Guarantee was issued to the Employer on 27 May 2021, thus contractually enabling the commencement of the works on site. The above commentary concludes the project timeline.

6.2 EXPENSES AND LOSS CLAIM

The Contractor described the events that gave rise to the expense and loss claim in its letter dated 13 May 2021 and 23 July 2021. The Contractor had recorded the impact of the delays in the commencement of the project. The Contractor noted that it was never expected of any tenderer to hold their rates for two (2) years. Furthermore, the Contractor has previously recorded that it was not prepared to hold its tendered prices. Therefore, it engaged the Employer on the expense and loss concept in the JBCC Principal Building Agreement (PBA), Edition 4.1 March 2005. The Contractor had submitted its notification and claim under the provision of JBCC PBA Clause 32.5.5, default by the Employer or his Agents. The reasons giving rise to the basis of the claim were recorded as; the delay in site hand-over and the commencement date by the Employer or his Agents, as well as the stoppage of the

project due to the Covid-19 pandemic. The Contractor noted that as a result of the abovementioned delays it had incurred an increase in its tendered costs and is therefore entitled to additional costs for labour, plant, and material.

The contractor claimed additional costs associated with labour, plant, and materials. The total value of the claim submitted by the contractor is
R1 317 432.77m excluding VAT.

6.3 ADJUDICATION

6.3.1 Method of the claim analysis

In the analysis of the claim, the following steps were followed:

6.3.1.1 The Principal Agent established the timeline of events that had taken place up to construction commencement (see section 2 Background).

6.3.1.2 Check compliance with procedural requirements.

6.3.1.3 Conduct a basis of claim analysis.

6.3.1.4 Finally quantify any additional cost or time.

6.3.2 Compliance with procedural requirements

6.3.2.1 The Contract was concluded on 25 May 2020 and was therefore deemed to be in effect.

6.3.2.2 Due to its late realization of the contractual requirements, the Contractor submitted a letter dated 13 May 2021, where it requested that the Employer waiver the forty (40) working day notice period, thus allowing it to submit an expense and loss claim, stating that it would still need to comply with Clauses 32.6.1, 32.6.2 and 32.6.3 of the JBCC PBA 4.1.

6.3.2.3 The Employer agreed on 20 May 2021 to waive this clause, thus allowing the Contractor to submit its' expense and loss claim.

6.3.3 Basis of claim analysis

6.3.3.1 The Contractor noted that there was a delay of 222 days in handing over the site. Pursuant to the provisions of the Contract Specific Data (C1.2.2) Clause 42.2.5, possession of the site was to be given within three (3) days of the Contractor providing the Employer with a Construction Guarantee and having the Contract signed by both Parties.

6.3.3.2 The Contract (MBD 7.2 – Contract form – Rendering of Services) was signed by both parties on 25 May 2020. Pursuant to the provisions of JBCC PBA Clause 14.1, the contractor must issue the construction guarantee within twenty-one (21) calendar days of written acceptance of the Contractor's tender.

6.3.3.3 It is important to note that the Construction Guarantee was only issued to the Employer on 27 May 2021 (a year later). Pursuant to the intent of the conditions of contract, it would be reasonable to assume that the site hand-over could only occur at the latest by 01 June 2021.

6.3.3.4 In its submission the Contractor had noted that the primary reason why it did not submit the Construction Guarantee timeously was due to the fact that the Employer did not issue a PO for the full contractual tendered value. Pursuant to the provisions of the Contract, the issue of a PO has no bearing on the contractual requirement to issue a Construction Guarantee.

6.3.3.5 Therefore, the late hand-over of the site was not due to the default by the Employer or it's Agent only, but also by the Contractor's default as well.

6.3.3.6 The Principal Agent would normally reject the Contractor's expense and loss claim in its entirety on the grounds that the Contractor is in default and is concurrent.

6.3.3.7 However, in consultation with the Employer and consideration of the extenuating circumstances of the role played by the Employer in the contract finalisation; delay in directives from the Employer; the issue of PO's and the Covid-19 pandemic, the Principal Agent proceeded to evaluate and quantify the Contractor's claim.

6.3.4 Quantification of additional cost

6.3.4.1 In its claim, the Contractor noted that due to the delays, it was unable to appoint the necessary sub-contractors and suppliers. The tendered rates could not be maintained by itself or its sub-contractors as they were for the works that would have been completed in 2019. The additional costs that the contractor has claimed are for the increases in labour, materials, and plant equipment.

6.3.4.2 The total value of the claim submitted by the contractor is

R1 317 432.77m excluding VAT. These costs appeared to be inflated and would have been time-consuming to verify.

6.3.4.3 Pursuant to the provisions of the Contract, CPAP was excluded. However, in the absence of any other acceptable alternative method to calculate an acceptable increase in cost, it was agreed by the Parties to calculate the escalation using the industry norm of CPAP. The base month that was used for the CPAP method is September 2019. The escalation costs have been calculated up to the end of May 2021, the month of site hand-over.

6.3.4.4 The additional cost is calculated as **R520,695.05** excluding VAT. The calculation is attached hereto.

6.3.4.5 The current financial position of the project is summarised below:

Contract Sum at Tender	**R 7,621,449.18**	**Excl VAT**		
Interim Payment Certificates	**Payments made to date Excl VAT**	**Payments remaining Excl VAT**	**Total Excl VAT**	**Payment Status**
IPC 1	R 548,787.07		R 548,787.07	Paid
IPC 2	R 795,675.72		R 795,675.72	Paid
IPC 3	R 835,284.63		R 835,284.63	Paid
IPC 4	R 2,790,237.40		R 2,790,237.40	Paid
IPC 5	R 996,693.85		R 996,693.85	Paid
IPC 6	R 1,404,591.80		R 1,404,591.80	Paid
IPC 7 - Final Account		R 250,178.71	R 250,178.71	Unpaid
Total Excl VAT	**R 7,371,270.47**	**R 250,178.71**	**R 7,621,449.18**	

7. FINANCIAL IMPLICATIONS

U-KEY number 20200817071798 have been utilised and provision were made to accommodate the amount of R520 695.05 excluding VAT claimed.

8. LEGAL IMPLICATIONS

The recommendations in the report comply with Council's policies and all applicable legislation.

9. RISK IMPLICATIONS

All intent was in good faith, the claim and possible breach could be attributed to delays caused by Covid-19 and resultant lock down restrictions.

10. COMMENTS FROM THE MUNICIPAL MANAGER

The Municipality did receive value for money and service was delivered.

RECOMMENDATIONS FROM MPAC TO COUNCIL: 2022-08-19: ITEM 5.1

(a) that Council takes note of the circumstances as provided in the report;

(b) that Council certifies the irregular expenditure to the amount of R520 695.05 (excluding VAT) to Ilitha Painters and Decorators CC T/A The Construction Company as irrecoverable; and

(c) that Council writes off the irregular expenditure as irrecoverable in terms of the MFMA Section 32(2).

FOR FURTHER DETAILS CONTACT:

NAME	Kevin Carolus
POSITION	***Chief Financial Officer***
DIRECTORATE	***Financial Services***
CONTACT NUMBERS	***021 808 8528***
E-MAIL ADDRESS	Kevin.Carolus@stellenbosch.gov.za
REPORT DATE	***23 June 2022***

APPENDIX 1

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

06 May 2021

Ref: Craig Van Reenen
Tel: (021) 808 8073

Attention: Craig Kannemeyer

The Construction Co.
47 Burton Street
Maitland
CAPE TOWN

Email: craig@theconstructionco.co.za

Dear Sir,

RE: B/SM 17/20 – UPGRADE OF STELLEBOSCH MUNICIPALITY FIRE STATION

The above has reference.

Subsequent to the meeting that was held between yourselves, V3Consulting and Stellenbosch officials on the 05 May 2021. This letter serves to confirm that the current contract between Stellenbosch Municipality and The Construction Co. will be honored to the value of R8 764 666.56 that was approved by the Bid Adjudication Committee.

The Municipality would like to hand over the site for commencement of works with immediate effect.

We trust that you find the above in order.

Yours sincerely,

CHARL KITCHING
~~ACTING DIRECTOR:~~ COMMUNITY AND PROTECTION SERVICES

THE CONSTRUCTION CO.

T: 021 510 1951
F: 086 695 3226

E: info@theconstructionco.za

47 Burton St, Maitland, 7405, Cape Town, South Africa
P.O. Box 907, Maitland, 7404, Cape Town, South Africa

V3 Consulting Engineers
Unit 204, 2nd Floor, Block 2
Waterfront Terraces
Tyger Waterfront
Bellville
4530

06 June 2022

Attention: Mr Niresh Sukdeo

CONTRACT: B/SM 17/20 – UPGRADE OF STELLENBOSCH MUNICIPAL FIRE STATION

RE: EXPENSE AND LOSS CLAIM – RESPONSE TO PRINCIPAL AGENTS LETTER

Dear Sir,

With reference to Principal Agents letter 20220603 Stellenbosch F&R Response to Expense & Loss dated 3 June 2022.

We hereby accept the final assessment for additional costs associated with the Contractor's expense and loss to the value of **R 520 695.74** excluding VAT.

The decision is based on maintaining the current professional relationship between The Construction Company, Client and Principal Agent, and the overall successful completion of the project.

Trust, you find above in order.

Your faithfully
The Construction Company (Pty) Ltd

.....
Yushree Omardien
Project QS

V3 CONSULTING
ENGINEERS

ANNEXURE A

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

TENDER NO.: BSM 17/20
UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) ***(refer to page 114)*:**	

SEPTEMBER 2019

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit Stellenbosch Municipality,
PO Box 17, Stellenbosch, 7599

CONTACT FOR ENQUIRIES REGARDING SPECIFICATIONS:

Kuben Pather
Project Manager
Tel. Number: **+27 21 045 0060**

Contract: Stellenbosch Fire Station
Expense and Loss Claim

Item	Work Group	Description	Final Account	Base Indices (Sep 2019)	May 2021 Indices	Escalation
A		**Preliminaries**				
1	190	Preliminaries & General	1,224,170.00	113.30	119.3	55,103.86
B		**Builder's Works**				
2	102	Alterations	311,276.40	113.40	120.20	15,865.76
3	104	Earthworks	19,974.65	110.30	117.90	1,169.87
4	110	**Concrete**	55,888.14	122.50	130.50	3,102.36
4	111	**Formwork**	2,457.05	115.40	125.50	240.99
4	114	**Reinforcement**	15,705.75	128.00	173.40	4,584.30
5	118	Masonry	114,318.78	108.6	110.30	1,521.09
6	120	Waterproofing	2,263.42	119.00	129.00	161.67
7	126	Carpentry & Joinery	87,961.45	112.00	114.50	1,668.91
8	130	Floor coverings, Wall Linings, etc	133,398.64	113.60	126.90	13,275.28
9	129	**Ceilings**	179,158.40	104.30	117.00	11,255.04
9	138	**Partitioning systems**	88,722.62	112.80	119.6	4,546.25
10	132	Ironmongery	72,083.23	113.40	126.1	6,861.89
11	134	Structural Steelwork	122,207.02	114.50	140.5	23,587.56
12	136	Metalwork	298,302.89	115.00	147.9	72,539.48
13	142	Plastering	86,286.07	119.10	126.3	4,433.84
14	144	Tiling	117,200.45	110.10	113.9	3,438.31
15	148	**Plumbing**	311,317.32	108.60	120.6	29,333.67
15	146	**Drainage**	86,300.51	111.40	123.5	7,967.69
16	150	Glazing	9,020.25	103.70	124.9	1,567.45
17	152	Paintwork	154,132.75	115.50	123.1	8,620.76
19-23	160	**Electrical Installations**	789,304.87	115.50	153.7	237,595.86
24-25	170	**Mechanical Installations**	212,011.00	113.70	120.9	11,411.67
26	190	Preliminaries & General	18,106.00	113.30	119.5	842.18
C		**Provisional Amounts**				
18		Balustrading	71,167.62	-	-	-
18		Control room equipment and joinery	1,521,732.04	-	-	-
18		Fire services and signage	95,495.24	-	-	-
18		ICT	43,400.00	-	-	-
18		Sound proof ceiling panels	145,324.68	-	-	-
18		Vanity slabs	33,650.00	-	-	-
18		Profit & Attendance	76,350.76	-	-	-
D		**Contract Instructions**				
		Site instructions	1,072,874.20			
		COS#001 - Extra Over Demolition works	16,287.03			
		COS#002 - Removal of AC Units	8,073.00			
		COS#003 - Paint to glazing	678.22			
		COS#004 - Remove generator	6,210.00			
		COS#005 - Remove burglar gate	1,225.25			
		COS#006 - Repair crack in brick wall	2,307.10			
		COS#007 - PEX Pipes and fittings				
		COS#008 - Plaster bands				
		COS#009 - Fireman's pole	30,748.50			
		COS#010 - Fire rated Partitions	152,189.75			
		COS#011 - Formwork to staircase	6,122.26			
		COS#012 - Creating openings	1,770.42			
		COS#013 - Repair cracks in floor	2,678.94			
		COS#014 - Additional geyser	1,166.00			
		COS#015 - Carpet to floors				
		COS#016 - Remove plaster	2,057.58			
		COS#017 - Shower traps	2,530.00			
		COS#018 - Control room window closure with fire rated partition	10,489.90			
		COS#019 - Extra ducting for AC installation	1,787.90			
		COS#020 - Mosaic specified by architect	22,456.39			
		COS#021 - Alterations to window in sleep quarters	1,877.26			
		COS#022 - Remedial work to structural steel				
		COS#023 - Shadowline cornice				
		COS#024 - Extra wireways for access control points	4,166.63			
		war room	56,862.42			
		COS#026 - Distribution boards				
		COS#027 - Fixing detail for TV brackets on dry wall in control room	6,061.20			
		COS#028 - Repair damaged roof				
		COS#029 - Replace damaged roof				
		COS#030 - Extra ducting to toilet	3,511.55			
		COS#031 - Fire doors and steel door frames - NWD14 ,NWD15 & NWD33	33,734.38			
		COS#032 - Trap doors	6,118.49			
		COS#033 - Outside floor tile	8,554.84			
		COS#034 - Tile skirting	17,346.90			
		COS#035 - Wall tiles	102,850.00			
		COS#036 - Repair nutec boards at sleep quarters	3,960.75			
		COS#037 - Relocate existing condenser	1,825.50			
		COS#038 - Skimming to walls	11,649.42			
		COS#039 - Urinals	21,176.58			
		COS#040 - Water supply for first floor bathroom	12,021.06			
		COS#041 - Cupboards	145,958.27			
		COS#042 - Frames for HVAC diffusers	3,859.45			
		COS#043 - Access hatch trap doors	7,206.57			
		COS#044 - Wall tiling to narrow widths	19,883.88			
		COS#045 - UPS Plugs on power skirting	653.69			
		COS#046 - Additional skimming to sleep quarters	5,081.13			
		COS#047 - Asphalt landing below stairs at staff lounge	1,760.00			
		COS#048 - Main entrance: Extended ramp	24,799.33			
		COS#049 - Light fittings to War Room	10,430.18			
		COS#050 - Internal ramp in Hallway	15,995.68			
		COS#051 - Unforeseen items at main entrance area	7,303.04			
		COS#052 - NWD44 - Change in design	5,606.76			
		COS#053 - Upgrade supply cable for DB-1	28,759.81			
		COS#054 - Varnish timber beams in sleep quarters	322.90			
		COS#055 - Timber double doors	21,122.48			
		COS#056 - Manhole	12,705.22			
		COS#057 - Repairs to paving	2,103.20			
		COS#058 - Timber door noggings	1,788.60			
		COS#059 - Design change for sound proof ceiling panels	12,165.94			
		COS#060 - U shaped bulkhead over steel beam	2,791.80			
		COS#061 - HVAC remedial work in Control room ceiling	2,748.19			
		COS#062 - Joint sealant for walls and new windows	9,591.60			
		COS#063 - Podium stair nosing	1,964.49			
		COS#064 - Fireman's pole cushion	1,650.00			
		COS#065 - Extraction to toilet in sleep quarters				
		COS#066 - Roof repair at Tea Kitchen	22,946.00			
		COS#067 - Repairs to existing windows	24,472.80			
		COS#068 - Skirting	25,069.80			
		COS#069 - Distribution board cupboards				
		COS#070 - French Drain	6,307.44			
		COS#071 - New windows to sleep quarters	28,318.80			
		COS#072 - Extraction and fresh air ducting to sleep quarters	37,387.94			
		COS#073 - Plates to steel beams in sleep quarters	3,465.00			
		COS#074 - Stair nosing at staircase in sleep quarters	3,571.80			
		COS#075 - Door stoppers	3,080.00			
		COS#076 - Sealer to vinyl floors	3,535.00			
		COS#077 - Additional ironmongery	2,815.15			
		COS#078 - NWD01 Emergency push bar	5,157.04			
		TOTALS FINAL AMOUNT (Rx) Excl VAT	7,570,362.20			520,695.74
		TOTALS FINAL AMOUNT (Rx) Incl VAT	8,705,916.53	-	-	598,800.10
						6.88%

STELLENBOSCH
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VOLUME 1 OF 3

THE TENDER

TENDER NO. BSM 17/20

FOR

STELLENBOSCH MUNICIPALITY

Client: STELLENBOSCH MUNICIPALITY

Client:	Project Manager:
Stellenbosch Municipality Directorate: Finance: Supply Chain Management Unit Stellenbosch Municipality, PO Box 17, Stellenbosch, 7599 Contact: Ms. Janap Sampson +27 21 808 8520	V3 Consulting Engineers Rubicon House, Dorp Street, Vineyards Office Estate, 99 Jip De Jager Drive, Tyger Valley, 7530 Contact: Mr. Kuben Pather +27 21 045 0060

STELLENBOSCH STELLENBOSCH • PNIEL • FRANSCHHOEK MUNISIPALITEIT • UMASIPALA • MUNICIPALITY	CIDB THE CONTRACT Vol. 1 of 3	Tender No: BSM 17/20 UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION BUILDING

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VOLUME 2 OF 3			
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THE TENDER

T1 : TENDERING PROCEDURES

T1.1 : TENDER NOTICE AND INVITATION TO TENDER

T1.2 : TENDER DATA

PART T1: TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO BID FOR: BSM 17/20: UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION BUILDING

TENDER NUMBER:	**BSM 17/20**
DESCRIPTION:	**Upgrading of Stellenbosch Municipality Fire Station Building**
CLOSING DATE:	**18 October 2019**
CLOSING TIME:	**12h00**: Bids will be opened in the **Chambers Council or SCM Boardroom**
CIDB :	The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with Notice 357 of 2019: Tender value range adjustments in terms of the Construction Industry Development Regulations, 2004 (AS AMENDED). **Class of Construction Works: 5GB or higher.**

INFORMATION:

Specifications:	Craig Van Reenen 021 808 8882 Email: craig.vanreenen@stellenbosch.gov.za
SCM Requirements:	Ms. Janap Sampson 021 808 8520 Email: jane.sampson@stellenbosch.gov.za
Office hours for collection:	08h00-15h30

A **Compulsory Clarification Meeting** will be held on **25 September 2019 at 11h00 at Cnr. Cluver & Helshoogte Rd., Stellenbosch [Fire Station], Stellenbosch, 7600. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.** In the event of a Joint Venture, one of each company must attend the site meeting

Local production and content is applicable to this bid. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on **Wednesday, 18 September 2019.** The guidance document for the calculation of local content is included in the bid document and is also available on the municipality's website by following the Supply Chain Management link. If raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the dti should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with this tender document at the closing date and time of bid.
Tenders may only be submitted on the Tender documentation issued by Stellenbosch Municipality and must be valid for **120 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered and Stellenbosch Municipality does not bind itself to accept the lowest, part of or any Tender.
Sealed Tenders, with **"BSM 17/20: UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION BUILDING,"** clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

NOTE: This tender will be evaluated in terms of the Preferential Procurement Regulations, 2017 that was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No 40553
The preferential points system applied is as follows:

Price	**80**
B-BBEE status level of contribution	**20**
Total points for Price and B-BBEE	**100**

Tenders will be evaluated in accordance with the Supply Chain Management Policy, Preferential Procurement Regulations, 2017, which was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No. 40553, **relevant specification, functionality and local content** as depicted in the document

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the general conditions of contract (GCC) and special conditions for Tendering;
2. Relevant terms of reference
3. Tenderers must be registered on Central supplier database (CSD) if they wish to conduct business with the municipality
4. A valid original or certified tax clearance certificate must be handed in with Tender at closing time. However no contract will be awarded to any Tenderer without a valid original tax clearance certificate on the date the Tender is awarded.
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid.
6. Functionality is applicable to this Tender. Tenderers are required to attain a minimum score of 70 points for the functionality in order to be further evaluated in terms of the preference point's system.

Tender documents, in English, (hard copies only) are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of R960.00 per document.

G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH NOOI U VIR DIE VOLGENDE TENDER: BSM 17/20 OPGRADERING VAN STELLENBOSCH MUNUSIPALITIET BRANDWEER STASIE GEBOU

TENDER NOMMER:	**BSM 17/20**
BESKRYWING:	**Opgradering van Stellenbosch Munisipaliteit Brandweerstasie Gebou**
SLUITINGSDATUM	**18 Oktober 2019**
TYD VAN SLUITING:	**12h00.** Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal.
KIOR:	Die volgende **KIOR** klas van konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstenmming met Kennisgewing 357 van 2019 van die **Konstruksie-Industrie Ontwikkelingsraad, Regulasies,** 2004 (SOOS GEWYSIG), sal op die bod van toepassing wees. Tenderaars moet n geskatte **KIOR** kontakteurgradering van ten minste **5GB of hoër hê.**

NAVRAE:

Tender spesifikasies:	Craig Van Reenen, (021 808 8882), Epos: craig.vanreenen@stellenbosch.gov.za
Vkb vereistes:	Ms. Janap Sampson 021 808 8520 Email: jane.sampson@stellenbosch.gov.za
Kantoor Ure:	08h00-15h30

'n **Verpligte inligtingsessie** sal gehou word op **25 September 2019 om 11h00** te Hoekvan Cluver & Helshoogte Pad, Stellenbosch [Brandweer stasie] Tenderaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie. In die geval van n gesamentlike onderneming moet een van elke maatskappy die verpligte inligtingsessie bywoon.

Plaaslike produksie en inhoud is van toepassing op hierdie bod. Bieërs moet die wisselkoers wat om **12h00 op Woensdag, 18 September 2019** soos deur die Suid-Afrikaanse Reserwebank (SARB) gepubliseer is, gebruik. Die begeleidingsdokument vir die berekening van plaaslike inhoud is ingesluit in die tenderdokument en is ook op die munisipaliteit se webwerf beskikbaar deur die Voorsieningskanaal Bestuurskakel. Indien grondstowwe of insette wat vir 'n spesifieke item gebruik word, nie plaaslik beskikbaar is nie, moet bieërs skriftelike magtiging van die dti verkry indien daar so 'n grondstof of inset benodig word. 'N afskrif van die magtigingsbrief moet saam met hierdie tenderdokument by die sluitingsdatum en tyd van die bod ingedien word.
Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **120** dae na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.
Verseëlde tenders duidelik gemerk: **"BSM 17/20: OPGRADERING VAN STELLENBOSCH MUNISIPALITEIT BRANDWEERSTASIE GEBOU"**, op die koevert, moet geplaas word in Tenderbus by die kantore van Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.
LET WEL: Hierdie tender sal geëvalueer word ingevolge die Voorkeurverkrygingsregulasies, 2017 wat op 20 Januarie 2017 deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is. Tenderaars mag voorkeurpunte eis in terme van hul B-BSEB status vlak van bydrae as volg:

Prys:	80
BBSEB	20
Totale punte.	100

Tenders is onderhewig aan die Algemene Kontrakvoorwaardes en die Voorsieningskanaal Bestuursbeleid van Stellenbosch Munisipaliteit en geëvalueer word in terme van die Voorkeurverkrygings Regulasies, 2017, **relevante spesifikasies, funksionaliteit en plaaslike inhoud** soos op 20 Januarie 2017deur die **deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is.**

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentral Verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. 'n Geldige oorspronklike of gesertifiseerde belastingklaringsertifikaat moet by die tender by die sluitingsdatum ingehandig word. Geen kontrak sal egter aan enige Tenderaar toegeken word sonder 'n geldige oorspronklike belastingklaringsertifikaat op die datum waarop die Tender toegeken word nie.
5. Die tender wat ingedien moet word, moet in 'n verseëlde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.
6. Funksionaliteit is van toepassing op hierdie tender. Tenderaars moet 'n minimum persentasie van 70 punte behaal vir die funksionaliteit om verder te evalueer in terme van die voorkeurpuntstelsel.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, 1ste Vloer, Pleinstraat, Stellenbosch(Na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R960.00 per dokument**.*

G Mettler (Me)
MUNISIPALE BESTUURDER

PART A – GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"Tender Number and Title"** clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.

2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

2.1. Tenders that are deposited in the incorrect box will not be considered.

2.2. Mailed, telegraphic or faxed tenders will not be accepted.

2.3. Documents may only be completed in non-erasable ink.

2.4. The use of correction fluid/tape is not allowed.

2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.

2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed).

All prices shall be quoted in South African currency and be **INCLUSIVE of VAT.**

3. Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181.**

4 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.

5 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.

6 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.

7 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;

7.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.

7.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.

8. This bid will be evaluated and adjudicated according to the following criteria:

a. Relevant specifications

b. Value for money

c. Capability to execute the contract
d. PPPFA & associated regulations

9. Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.

10. Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD.

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) *(b)* of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on SMSD can be done by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA.....

PART A – INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	**BSM 17/20**	CLOSING DATE:	**18 October 2019**	CLOSING TIME:	**12:00**
DESCRIPTION	**UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION**				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :

STELLENBOSCH MUNICIPALITY, PLEIN STREET, STELLENBOSCH

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		**OR** CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes No

A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1. ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	Yes No [IF YES ENCLOSE PROOF]	**2.** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	Yes No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		**4. TOTAL BID PRICE**	**R**
5. SIGNATURE OF BIDDER	.....	**6. DATE**	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	**SCM Unit**	CONTACT PERSON	**Kuben Pather**
CONTACT PERSON	Ms. Janap Sampson	TELEPHONE NUMBER	**+27 (0) 21 045 0060**
TELEPHONE NUMBER	**021 808 8520**	FACSIMILE NUMBER	**n/a**
FACSIMILE NUMBER	**n/a**	E-MAIL ADDRESS	**kuben.pather@v3consulting.co.za**
E-MAIL ADDRESS	jane.sampson@stellenbosch.gov.za		

PART B – TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

1.2 TENDER DATA

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (10 July 2015) as published in Government Gazette No. 38960, Board Notice 136 of 2015. (See www.cidb.org.za), to which tenderers are referred to for their information purposes in relation to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this Tender. Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender to which it mainly applies.

All references to the terms: "Tender" and "Tenders" and/or "Tenderer" and "Tenderers" in these documents and the Conditions of Tender shall have the same meaning as each other and shall be of equal force.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause number	Tender Data
F.1.1	The employer for this Contract is **Stellenbosch Municipality.**
F.1.2	The Tender Documents issued by the Employer comprise the following documents: **THE TENDER** **Part T1: Tendering procedures (Volume 1 of 3)** T1.1 - Tender notice and invitation to tender T1.2 - Tender data **Part T2: Returnable documents (Volume 2 of 3)** T2.1 - List of returnable documents T2.2 - Returnable schedules **THE CONTRACT (Volume 3 of 3)** **Part C1: Agreements and Contract data** C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Guarantee

F.1.2	**Part C2: Pricing data** C2.1 - Pricing instructions C2.2 - Bill of Quantities **Part C3: Scope of work** C3.1 - Description of the Works C3.2 - Engineering C3.3 - Procurement C3.4 - Construction **Part C4: Site information** C4.1 - Site Locality Plan **Part C5: Annexures** [Attached Compact Disc] Annexure A: Occupational Health and Safety Specification & Risk Assessment Annexure B: Environmental Management Programme Annexure C: Drawings
F.1.4	The Employer is: **Name: Stellenbosch Municipality** Address: **Supply Chain Management Unit, Stellenbosch Municipality,** **PO Box 17** **Stellenbosch,** **7599** **Tel:** (021) 808 8978 **Attention is drawn to the fact that verbal information given by the Employer or any other person prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the tender documents.**
F.1.5	The Employer reserves the right to reject the award to the highest scoring tenderer (as calculated according to Clause F13.11.5) should the offer pose a commercial and/ or delivery risk to the successful completion of the project and the Employer, or in line with PPR 2017 Other Objective Criteria as detailed.
F.1.6	The competitive negotiation procedure shall **not** be applied.
F.1.6	A two-stage system will **not** be followed.
F.2.1	Only tenderers with proven experience in building construction works will be eligible to submit a tender. (Refer to F.3.11.9 Scoring Functionality.)

F.2.1.2	The following tenderers who are registered with the CIDB, or are capable of being so registered **prior to the evaluation of submissions**, are eligible to have their tenders evaluated: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Notice 357 of 2019 Tender Value Range Adjustments in terms of the Construction Industry Development Regulations, 2004 (AS AMENDED), for an **5GB** class of construction work; Joint ventures are eligible to submit tenders provided that: 1) the entity is registered as a JV; 2) every member of the joint venture is registered with the CIDB; 3) the lead partner has a contractor grading designation in the **5GB** class of construction work; and 4) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **5GB** class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations
F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list.
F.10.3	Rates and prices are **not** subject to Contract Price Adjustment.
F.2.12	No alternative tender offers are applicable to this tender.
F.2.13.3	Where the tendering entity is a joint venture, it is recommended that the standard CIDB Joint Venture Agreement document be used.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as **an Original plus one Copy (Pre-Qualifier) requirement.** Tenderers need to submit the following with your Hardcopy tender submission: • ***Complete Tender document which also includes;*** • *All Returnables and additional documents; and* • *All C-sections of the Contract; and* • *Bill of Quantities/ Rates.* **Tenderers need to ensure compliance to hard copy submissions.**
F.2.13.4	The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

F.2.13.5	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: **Location of tender box:** Designated tender box at **Council Chambers or SCM Boardroom** **Physical address:** Stellenbosch Municipality, Plein Street, Stellenbosch **Identification details:** Tender reference number, Title of Tender and the closing date and time of the tender
F.2.13.6	A two-envelope procedure **is not** required.
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.13.10	By signing the offer part of C1.1 Form of Offer and Acceptance the Tenderer declares that all information provided in the tender submission is true and correct.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is **120 days** from the closing time for submission of Tenders.
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19	Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.
F.2.20	The Tenderer is required to submit with his tender a letter of intent from an approved insurer or financial institution undertaking to provide the **Performance Guarantee** to the format included in **Part C1.3** of this procurement document.
F.2.23	The tenderer is required to submit with his tender: a) A valid and active Tax Compliance Status Pin issued by the South African Revenue Services. b) An original or certified Copy of the B-BBEE Certificate/ Affidavit. c) A Valid Copy of the Tenderer's Workmen's Compensation Certificate, Act 4 of 2002. d) A Valid Copy of the Tenderer's Unemployment Insurance Certificate, Act 4 of 2002. e) A Valid Copy of the Certificate of Incorporation (if Tenderer is a Company); or f) A Valid Copy of the Founding Statement (if Tenderer is a Closed Corporation); or g) A Valid Copy of the Partnership Agreement (if Tenderer is a Partnership); or h) A Valid Copy of Identity Document (if Tenderer is a Sole Proprietor); or i) A signed Joint Venture Agreement (if Tenderer is a Joint Venture). j) Letter of Intent for Performance Guarantee.
F.3.1.1	The Employer will respond to requests for clarification received up to **seven (7) working days** before the tender closing time.

F.3.4	Tenders will be opened in public. Tenders will be opened immediately after the closing time (12:00hrs Telkom Time) for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.
F.3.11.1	The financial offer may be reduced to a comparative basis using the Tender Assessment Schedule.
F.3.11.3	The procedure for the evaluation of responsive tenders is **Method 2: Functionality, Price and Preference.** Evaluation will be in **three** stages modified to comply with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, namely: • **Stage 1:** Responsiveness Evaluation • **Stage 2:** Functionality Evaluation • **Stage 3:** Financial Offer and Preference Evaluation • **Stage 4:** Objective Criteria & Risk Analysis

Stage 1: Responsiveness Evaluation

The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited criteria selected in below table.

A. Tenderers who do not adhere to those criteria listed as **PRE-QUALIFIER**, will be **disqualified immediately**;

	Responsiveness Criteria	Prequalifying Criteria	Applicable to this Tender (Y/N)	Tenderer to indicate Compliance (Y/N)
1	Adherence to the two-envelope process.	**Pre-Qualifier**	N	
2	Adherence in submitting Tender as 1 Original + 1 Copy	**Pre-Qualifier**	Y	
3	Attendance register for Compulsory Briefing session.	**Pre-Qualifier**	Y	
4	Attendance register for Compulsory Site inspection.	**Pre-Qualifier**	Y	
5	Valid & Active CIDB contractor grading designation of **5GB**. – refer F2.1 of the Tender Data and Returnable **T2.1.6**.	**Pre-Qualifier**	Y	
6	Proof of Registration with a recognised professional body/ institution {state registration}.	**Pre-Qualifier**	N	
7	Full Compliance in terms of Returnable **T2.4.2**: Prequalify & Subcontracting Schedule & Tender Data.	**Pre-Qualifier**	Y	

B. Tenderers who do not adhere to the response time indicated for clarification inquiries by the Employer **will be deemed non-responsive** and not be evaluated further.

	Responsiveness Criteria	Clarification Time	Applicable to this Tender (Y/N)	Tenderer to indicate Compliance (Y/N)
8	Standard conditions of tender as required.	48 hours	Y	
9	Returnable documents completed and signed.	48 hours	Y	
10	Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report.	48 hours	Y	
11	A valid and active Tax Compliance Status Pin issued by SARS.	48 hours	Y	
12	Valid original/ certified letter of good standing (COIDA).	48 hours	Y	
13	Proof of Letter of Intent for Performance Guarantee to the value of **10% of the Contract Sum**. – refer to Volume 2 & 3.	48 hours	Y	
14	3 Years Audited Financial Statements, or Financial Statements signed off by an Accountant.	48 hours	Y	
15	Submission **one (1)** Flash Drive containing all the documents as listed in the Tender.	48 hours	N	

Stage 2: Functionality Evaluation

The following main criteria with detailed score breakdown will be used to score functionality:

- **Those Tenderers who do not meet the minimum threshold of 70 points, will not proceed to the next stage of evaluation.**

Scoring of quality shall apply to this tender in respect of the following criteria:

Item	Requirement	Minimum points	Maximum points
1	**Contractor's Previous Experience**	**21**	**30**
	Track record on similar projects executed over past 10 years (30 points). List of similar projects (where the scope predominately comprise Building Alterations and Refurbishment Works to a minimum Construction Value of ZAR 6.50 million including VAT) successfully completed, in an operational environment over the last 10 years: Experience: Construction Building Projects greater than or equal to R6.50 Million completed 5 projects = 30 points, 4 projects = 21 points All information must include contactable references and certified signed Completion Certificates by the Project Manager / Lead	21 points	30 points
2	**Key personnel**	**28**	**40**
	Skills and experience to deliver project from handover to completion stage. Contractor to list experience of all key personnel in the company. Comprehensive CV's, in the format provided, including qualifications must be submitted.		
	Contracts Manager or Contracts Director (20 points). Similar projects experience: 1 [one] to less than or equal to 3 [three] years = 5 points More than 3 [three] to less than or equal to 5 [five] years = 10 points More than 5 [five] to less than or equal to 8 [eight] years = 15 points More than 8 [eight] years = 20 points	28 points	20 points
	Site Foreman (20 points). Similar projects experience: 1 [one] to less than or equal to 3 [three] years = 5 points More than 3 [three] to less than or equal to 5 [five] years = 10 points More than 5 [five] to less than or equal to 8 [eight] years = 15 points More than 8 [eight] years = 20 points		20 points
3	**Construction Program**		**30**
	Indicate how project objectives will be achieved within the indicated timeframe and budget (30 points). Program of minimum Level 3 breakdown attached in submission (1. level 3 program, 2. cash flow, 3. costs, 4. resources, 5. milestones and 6. critical path are included): 5 points each x 6 = 30 points No information submitted – 0 points		30 points
	TOTAL	**70**	**100**

The minimum number of evaluation points to be eligible for quality scoring shall be 70 points, in addition to scoring, at least, a minimum in each of the categories, as indicated.

Stage 3: Financial Offer and Preference Evaluation

With reference to the PPPFA 2017, the evaluation shall be based on the **80/20** Principle and the points for evaluation criteria are as follows:

- if it is unclear which preference point system will be applicable, either the **80/20** preference point system will apply and the lowest acceptable tender will be used to determine the applicable preference point system.

Evaluation Criteria		Points
1.	Price	80
2.	Broad Based Black Economic Empowerment	20
3.	Total	100

Stage 4: Objective Criteria & Risk Analysis

a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as "**Other Objective Criteria**" in terms of the PPPFA Regulations of 2017, in order to ascertain suitability for award.

i) If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Compliant Pin issued by the South African Revenue Services.

ii) Fully compliant and registered with the National Treasury Central Supplier Database.

iii) No misrepresentation in the tender information submitted.

iv) Any non-performance on Stellenbosch Municipality projects.

v) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and

vi) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.

vii) Convicted by a court of law for fraud and/or corruption.

viii) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.

ix) Financial health of the tenderer may be assessed if deemed necessary, to ensure that the Service Provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).

x) Unduly low Tendered fees in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs are reasonable and balanced. Tenders may be disqualified if tendered fees are found to be distorted. The market average of received tender prices will be used as a guide to indicate financial risk.

xi) In terms of unduly high Tendered fees in the Tender offer, refer to the PPR2017.

F.3.17	The number of paper copies of the signed contract to be provided by the employer is **one (1).**
	The additional conditions of tender in terms of Returnable T2.4.2 – Prequalifying & Subcontracting Schedule are: The Stellenbosch Municipality is tasked with achieving government socio-economic transformation and development initiatives through its procurement spend. The Stellenbosch Municipality therefore endeavours to promote such initiatives through its procurement, by means of one or a combination of the following, in terms of the Preferential Procurement Policy Framework Act (PPPFA), 2000: Preferential Procurement Regulations (PPR), 2017: 1. Application of Pre-Qualification Criteria in line with the PPPFA: PPR 2017; 2. Application of Subcontracting as a Condition of Tender, in line with the PPPFA: PPR 2017; 2.1 The basis and conditions for sub-contracting as a condition of tender, is further detailed under Table 2 below. **Tenderers are required to adhere in full to the following conditions as set out below and by signing this Annexure, formally agree to the content:** **Additional information to subcontracting requirement in terms of Regulations 4 or 9 PPR 2017:** i) It is the responsibility of the tenderer to select competent subcontractors that meet all the requirements of the tender. The fact that the Stellenbosch Municipality/Employer may make a list of potential subcontractors available as registered on the National Treasury CSD or on a Stellenbosch Municipality/Employer Client database does not result in any liability of the Stellenbosch Municipality/Employer or a warranty that the listed suppliers are competent. ii) Subcontractors may not be allocated work which contradicts any regulations, regulatory body and/or compliance requirements relevant to the work being sub-contracted for i.e. requirements by CIDB Regulations, accreditations and registrations to professional / regulatory institutions in the case of professional services etc. iii) The lead tenderer will be responsible for all due diligence on the selected subcontractors and will be held liable for any non-performance. iv) With reference to **the Preferential Procurement Regulations 2017, Regulation 6(5), 7(5) and 12(3)**; "*A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise, that does not have an equal or higher B-BBEE status level of contributor than the person concerned.*" • "*Unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract*". • Or the tenderer may not be awarded points for B-BBEE status level of contribution. v) Tenderers are to provide formal proof of the subcontracting arrangement/s (Signed/ Proposed Subcontracting Agreement(s)), also stipulating the percentage and equivalent Rand value being subcontracted. • Tenderers are requested to provide a Signed Subcontracting Agreement(s) if in place, or the Proposed Subcontracting Agreement(s) and list of suppliers to be subcontracted with the tender, failing which the tenderer will be disqualified as non-compliant. • Tenderers will be provided three (3) working days from communication of the Conditional Appointment Letter, to provide the Signed Subcontracting Agreement(s). Failure to adhere to this will result in the immediate retraction of the Conditional Appointment Letter, without an option to rectify. vi) Tenderers are to provide the following documentation for each of the relevant subcontractors, as a minimum, in support of the Signed/ Proposed Subcontracting Agreement(s):

Supporting Documents to Subcontracting Agreement/s	Tenderer to indicate Compliance (Y/N)
Certified Copy of valid B-BBEE Certificate/ Affidavit. (Non-Compliance will result in Preference score of 0).	
Copy of valid/ active CIDB registration in the case of construction work. (Non-Compliant info will result in disqualification).	
A valid and active Tax Compliance Status Pin issued by SARS. (Non-Compliant info will result in disqualification).	
Submission of National Treasury Central Supplier Database (CSD) Summary Report. (Non-Compliant info will result in disqualification).	

Note: It is incumbent and expected that the Tenderer will apply the same due care and diligence in selecting and managing its sub-contractors / joint venture partner as would have been the case in their own appointment.

The following circumstances may deem a tender invalid if not addressed:

a) If the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);

b) If the tender is not completed in non-erasable ink;

c) If the Form of Offer and Acceptance has not been signed;

d) If the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through the competitive tendering process as preferred tenderers, provided that such negotiation:

a) does not allow any preferred tenderer a second or unfair opportunity;

b) is not to the detriment of any other tenderer; and

c) Does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

STELLENBOSCH STELLENBOSCH • PNIEL • FRANSCHHOEK MUNISIPALITEIT • UMASIPALA • MUNICIPALITY	VOLUME 1 OF 3 CIDB THE CONTRACT	Tender No: BSM 17/20 UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION BUILDING

The Tender Document shall be obtained from the Employer or his authorised representative at the physical address stated in the Tender Notice. The following documents are relevant to this Tender and Tenderers are advised to obtain their own copies thereof:

+	Document	Applicable (Y/N)
1	JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005)	Y
2	Standard Specifications for Road and Bridge Works for State Road Authorities (COLTO)	N
3	Code of Practice for the application of the National Building Regulations SABS 0400-1990	Y
4	The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014	Y
5	Safety, Health, Environmental and Quality Policy for Construction and Maintenance Programmes	Y
6	The Standard Conditions of Tender to follow is obtained from Annexure F of CIDB Standard for Uniformity in Construction Procurement, Board Notice 136 Government Gazette No. 38960 of 10 July 2015, which contains references to the Tender Data for details that apply specifically to the Tender.	Y
7	In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.	
7.1	The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Gazette Notice No 33239 of 28 May 2010	Y
7.2	SANS 1921:2004 Construction and Management:	Y
7.2.1	Part 1 : General Engineering and Construction Works;	
7.2.2	Part 2 : Accommodation of Traffic on Public Roads occupied by the Contractor;	
7.2.3	Part 3 : Structural Steelwork;	
7.2.4	Part 5 : Earthworks Activities which are to be performed by hand.	
7.3	Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations as published in the Government Gazette No. 40553 of 20 January 2017	Y

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VOLUME 2 OF 3

TENDER RETURNABLES

RETURNABLE DOCUMENT CHECKLIST

&

COMPILATION INSTRUCTIONS

Tenderers are to complete the checklist, by indicating **YES** or **NO** within the Compliance column, to ensure that all information in the Tender Document is read, completed and included in full by the Tenderer.

1) All forms must be properly completed and signed as required and the document shall not be taken apart or altered in any way whatsoever.

2) With reference to the above, it is however required that:

- Any attachments and/or supporting documents to be annexed to these Returnables, **must be compiled in a separate file and indexed in the same format as the Returnables Checklist.**

3) Returnables with a ~~Strikethrough~~, are irrelevant to this tender process and do not need to be completed.

4) Tenderers must ensure each of the listed Returnables are populated and signed in full.

5) All forms must be duly completed in black ink as required.

Name: ..... Signature: .....

Capacity: .....

LIST OF RETURNABLES CHECKLIST			
SECTION	**MAIN INDEX T2.1 - T2.4**	**PAGE**	**TENDERER COMPLIED?**
T2.1	Forms, Certificates and Schedules required for Evaluation of Tender Responsiveness		
T2.2	Other forms, certificates and schedules that will be incorporated into the contract		
T2.3	Documentation, forms and schedules required for Tender evaluation purposes		
T2.4	Other documentation, forms and schedules required for Tender evaluation purposes		
SECTION	**SUB-INDEX T2.1**	**PAGE**	**TENDERER COMPLIED?**
T2.1.1	Tender Briefing / Site Inspection Attendance Certificate	30	
T2.1.2	Certificate of Authority for Signatory	31	
T2.1.3	Registration Certificates/Agreements/Identity Documents	36	
T2.1.4	Joint Venture/Consortium Disclosure Form	37	
T2.1.5	Tax Compliance Requirements	47	
T2.1.6	Proof of Valid Registration with CIDB	48	
T2.1.7	Proof of Workmen's Compensation Registration	49	
SECTION	**SUB-INDEX T2.2**	**PAGE**	**TENDERER COMPLIED?**
T2.2.1	Record of Addenda to Tender documents	51	
T2.2.2	Local Employment & Sourcing	52	
T2.2.3	Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2002)	53	
T2.2.4	Form Concerning Fulfilment of the Construction Regulations, 2014	54	
T2.2.5	MBD 4 - Declaration of Interest	57	
T2.2.6	MBD 5 Declaration for procurement above 10 Million (VAT Included)	60	
T2.2.7	MBD 8 - Declaration of Bidder's past Supply Chain Management Practices	61	
T2.2.8	MBD 9 - Certification of Independent Bid Determination	64	
T2.2.9	MBD 10 - Certificate for Payment of Municipal Services	68	
T2.2.10	Service Provider Code of Conduct	70	
T2.2.11	RFP Declaration Form	73	
T2.2.12	Compulsory Enterprise Questionnaire	75	
T2.2.13	Certificate of Acquaintance with Tender Document	78	

SECTION	SUB-INDEX T2.3	PAGE	TENDERER COMPLIED?
T2.3.1	Related Experience of Tenderer	81	
T2.3.2	Management and CV's of Key Persons	83	
T2.3.3	Schedule of Plant and Equipment	84	
T2.3.4	Schedule of Proposed Sub-Contractors/ Consultants	86	
T2.3.5	Programme	87	
T2.3.6	Financial Standing / Bank Rating	88	
T2.3.7	Quality Plan	89	
T2.3.8	Health and Safety	90	
T2.3.9	Capacity and Ability to meet Delivery Schedule	91	
T2.3.10	Statement of Technical Compliance	92	
SECTION	**SUB-INDEX T2.4**	**PAGE**	**TENDERER COMPLIED?**
T2.4.2	MBD 6.1 - Broad Based Black Empowerment Status Level Certificate	94	
T2.4.3	MBD 6.2 Declaration Certificate for Local Production and Content for Designated Sectors	100	
SECTION	**THE CONTRACT PART C (Volume 3)**	**PAGE**	**TENDERER COMPLIED?**
C1	Agreement and Contract Data	113	
C2	Pricing Data	137	
C3	Scope of Work	266	
C4	Site Information	274	
C5	Annexures [Attached Compact Disc]	276	

Name: ..... Signature: .....

Capacity: .....

PART T2: RETURNABLE DOCUMENTS

Notes:

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

SECTION	MAIN INDEX T2.1 - T2.4	PAGE	TENDERER COMPLIED?
T2.1	Forms, Certificates and Schedules required for Evaluation of Tender Responsiveness		
T2.2	Other forms, certificates and schedules that will be incorporated into the contract		
T2.3	Documentation, forms and schedules required for Tender evaluation purposes		
T2.4	Other documentation, forms and schedules required for Tender evaluation purposes		

Name: ..... Signature: .....

Capacity: .....

PART T2.1: RETURNABLE DOCUMENTS

Notes:

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- **Any returnable that has a ~~Strikethrough~~, is not applicable to this specific tender.**

SECTION	SUB-INDEX T2.1	PAGE	TENDERER COMPLIED?
T2.1.1	Tender Briefing / Site Inspection Attendance Certificate	30	
T2.1.2	Certificate of Authority for Signatory	31	
T2.1.3	Registration Certificates/Agreements/Identity Documents	36	
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T2.1.5	Tax Compliance Requirements	47	
T2.1.6	Proof of Valid Registration with CIDB	48	
T2.1.7	Proof of Workmen's Compensation Registration (COIDA)	49	

Name: ..... Signature: .....

Capacity: .....

PART T2.1.1: BRIEFING/SITE INSPECTION ATTENDANCE CERTIFICATE

This is to certify that (Tenderer) .....of

Address .....

Telephone number .....

Fax number .....

E-mail address .....

was represented by the person(s) named below at the compulsory meetings held for all Tenderers on 25th September 2019 at 11:00AM at Stellenbosch Municipality Fire Station, Cnr Cluver Street & Helshoogte Road, Stellenbosch 7600.

I/We hereby acknowledge that I/We visited the site and acquainted ourselves with the conditions likely to influence the work and all aspects that could influence either the cost or the construction of the services prior to determining our rates and prices.

I/We further certify that I/we are satisfied with the description of the work and explanations given at the meeting and that I/We understand perfectly the work to be done, as specified and implied, in the documentation and information provided.

TENDERER'S REPRESENTATIVE(S):

Name: ..... Signature: .....

Capacity: .....

Name: ..... Signature: .....

Capacity: .....

EMPLOYER'S REPRESENTATIVE:

Name: ..... Signature: .....

Capacity:..... Date: .....

*Attendance Register may also be used as proof, subject to tenderer not having this Returnable present at brief.

PART T2.1.2: CERTIFICATE OF AUTHORITY FOR SIGNATORY

4. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I,_____, the undersigned, hereby confirm that I am the sole owner of the business trading as_____.

OR

1.2. I,_____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

2.1. **If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors,** duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid,** that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members,** authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid.**

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken				
Resolution signed by (name and surname)				
Capacity				
Name and surname of delegated Authorised Signatory				
Capacity				
Specimen Signature				
Full name and surname of ALL Director(s) / Member (s)				
1.		2.		
3.		4.		
5.		6.		
7.		8.		
9.		10.		
Is a CERTIFIED COPY of the resolution attached?		**YES**		**NO**
SIGNED ON BEHALF OF COMPANY / CC:		DATE:		
PRINT NAME:				

WITNESS 1:		WITNESS 2:

3. PARTNERSHIP

We, the undersigned partners in the business trading as___
_____hereby authorize Mr/Ms_____to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature
SIGNED ON BEHALF OF PARTNERSHIP:	DATE:	
PRINT NAME:		
WITNESS 1:	WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize_____
_____(Name of entity) to act as lead consortium partner and further authorize Mr./Ms._
_____To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	

PRINT NAME:			
WITNESS 1:		WITNESS 2:	

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as ……
…… hereby authorise Mr/Ms……
acting in the capacity of …… to sign all documents in connection with the Tender for **Tender No. BSM/22/19** and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key members upon whom rests the directions of the affairs of the Close Corporation as a whole.

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key members in the business trading as .....
..... hereby authorise Mr/Ms.....
acting in the capacity of ..... to sign all documents in connection with the Tender for **Tender No. BSM/22/19** and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
Lead partner	.....		
	.....		
	.....		
	.....		

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of Partnership as a whole.

(IV) CERTIFICATE FOR SOLE PROPRIETOR

I, ... hereby confirm that I am the sole owner of the business trading as .....

Signature of Sole Owner: .....

As Witnesses:

1. .....

2. .....

Date: .....

(V) CERTIFICATE JOINT VENTURE

We, the undersigned, being the key members in the business trading as .... hereby authorise Mr/Ms..... acting in the capacity of ..... to sign all documents in connection with the Tender for **Tender No. BSM/22/19** and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.

PART T2.1.3: REGISTRATION CERTIFICATES/AGREEMENTS/IDENTITY DOCUMENTS

Attach hereto certified copies of Registration Certificates for Companies and Closed Corporations and certified copies of Identity Documents for Partnerships and Sole proprietors as well as signed Agreements and Powers of Attorney for Joint Venture / Consortium if applicable.

Including relevant Identity Documents and complete disclosure of Shareholding of the tenderer.

Non-submission hereof may deem your tender non-responsive.

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

_____ _____

(Signature) (Date)

PART T2.1.4: JOINT VENTURE/CONSORTIUM DISCLOSURE FORM

TO BE COMPLETED ONLY IF TENDER IS SUBMITTED IN A

JOINT VENTURE OR CONSORTIUM

GENERAL

i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:

a) the contributions of capital and equipment

b) work items to be performed by the Affirmable Joint Venture Partner's own forces

c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.

iii) Copies of all written agreements between joint venture partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.

iv) Affirmable Business Enterprise (ABE) partners must complete ABE Declaration Affidavits.

v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.

vi) Should any of the above not be complied with, the joint venture tenderer will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

a) Name.....

b) Postal address .....

.....

c) Physical address.....

.....

d) Telephone .....

e) Fax .....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm .....

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

2.2(a) Name of Firm .....

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm .....

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

3.2(a) Name of Firm

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

3.3(a) Name of Firm .....

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

(Continue as required for further Affirmable Joint Venture Partners)

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s) ..... %

b) Non-Affirmable Joint Venture Partner ownership percentage(s) ..... %

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing .....

(ii) Initial capital contribution in Rands .....

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands .....

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		
	AFFIRMABLE JOINT VENTURE PARTNERS	**PARTNER NAME**
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture payment approvals

.....

.....

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance guarantees

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the "managing partner", if any,

.....

.....

.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

* Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

PART T2.1.5: TAX COMPLIANCE REQUIREMENTS

IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE TENDERER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE SOUTH AFRICAN REVENUE SERVICES (SARS) TO MEET THE RESPONDENT'S TAX OBLIGATIONS.

TENDERERS TAX STATUS MUST REMAIN COMPLIANT IN RESPECT TO THE EVALUATION PROCESS THROUGHOUT THE TENDER PROCESS, IN ORDER FOR A TENDERER TO BE EVALUATED.

1. The valid and active Tax Compliance Status Pin issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the valid and active Tax Compliance Status Pin will result in the **invalidation/ disqualification** of the tender submission as per stipulated Responsiveness Evaluation.

2. Valid Tax Compliance is a mandatory requirement for successful tenderers post the tender process to be awarded a contract in terms of this tender.

3. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance status will be based on the main Joint Venture Partners status. However, the Tax Compliance status documentation of all the Joint Venture Partners are to be appended to this page. Any tax noncompliance of any party will require a tenderer to provide fully compliant tax status for any award to be made.

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

_____ _____

(Signature) (Date)

PART T2.1.6: PROOF OF VALID REGISTRATION WITH CIDB

The Tenderer shall attach hereto the Contractors proof of valid active registration certificate with CIDB & National Treasury CSD. CIDB CRS & NT Supplier number(s) must also be provided.

In the case of Consortium/Joint Venture Tenders, each partner shall provide their own valid CIDB registration certificate and CSD, including for the Joint Venture.

Registration on the Central Supplier Database (CSD) site of the National Treasury is a compulsory requirement for a tenderer to conduct business with the Stellenbosch Municipality. The onus is on each tenderer to register on the CSD site and provide proof of registration on the CSD site in the form of a report as prescribed in this returnable

All prospective tenderers must have a tax compliant status on the Central Supplier Database (CSD) of the National Treasury, and is required to attach proof of compliant status in the form of a CSD Summary Report at the time of tender submission.

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

_____ _____

(Signature) (Date)

PART T2.1.7: PROOF OF WORKMEN'S COMPENSATION REGISTRATION (COIDA)

The Tenderer shall attach hereto valid proof of workmen's compensation registration or proof of payment of contributions in terms of the Compensation of Occupational Injuries and Diseases Act, No. 130 of 1993).

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

_____ _____

(Signature) (Date)

PART T2.2: RETURNABLE DOCUMENTS

Notes:

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- **Any returnable that has a ~~Strikethrough~~, is not applicable to this specific tender.**

SECTION	SUB-INDEX T2.2	PAGE	TENDERER COMPLIED?
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T2.2.2	Local Employment & Sourcing	52	
T2.2.3	Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2004)	53	
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Name: ..... Signature: .....

Capacity: .....

PART T2.2.1: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications amending the Tender documents, received from the Employer or his representative before the closing date of submission of this Tender offer, have been taken into account in this Tender offer.

ADD NO.	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

_____ _____

(Signature) (Date)

PART T2.2.2: LOCAL EMPLOYMENT & SOURCING

The Stellenbosch Municipality has identified job creation and access to procurement opportunities by Start-ups, Small and Micro Enterprises (SMMEs) in the local community of the project area, as an essential requirement towards building an economically viable country. As such, the below targets will be a condition of contract.

General Labour minimum target

It is mandatory that tenderers employ the minimum stipulated personnel on the contracts for the local community where the project is being implemented. This employment is outside the existing employees of the tenderers.

For the general labour force, the minimum number of people to be employed for the duration of the project will be calculated from the formula below.

$$Number\ of\ Employees = 4 * [\frac{(Contract\ Value\ in\ Rand)}{R1{,}000{,}000}]$$

Tenderers are to also note that it is an explicit condition of this tender that all unskilled labourers on the project are to be employed from the local community. The Contractor is therefore expected in general to maximise the involvement of the local community.

Take note that the local labour employed must not be paid lower than the minimum approved municipal rates in that district or area. The Contractor shall be required to submit employment data on a monthly basis to the Project Manager.

Procurement of Materials minimum target

Regarding procurement of materials, local is hereby defined as the district in which the project(s) is/are located. The minimum target for materials sourced locally is 30% of the contract value.

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

_____ _____

(Signature) (Date)

PART T2.2.3: UNEMPLOYMENT INSURANCE FUND (UIF) – REGISTRATION CERTIFICATE (ACT 4 OF 2004)

A valid Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here.

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

_____ _____

(Signature) (Date)

PART T2.2.4: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 5 (g), (h), (i) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Client/Client Agent shall ensure:

- that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;
- that the Principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely; and
- take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations:

1. I confirm that I am fully conversant with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Construction Regulations 2014 and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Construction Regulations 2014.

	(Tick)
YES	
NO	

2. Proposed approach to achieve compliance with the Regulations

	(Tick)
Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist sub-contract resources (competent) - specify:	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CV's to be attached).

.....

.....

.....

4. Provide proof of Legal Liability training conducted from accredited service provider for all legal appointees as per legislation requirements:

.....

.....

.....

5. Potential key risks identified and measures for addressing risks:

.....

.....

.....

6. I have fully included in my Tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

	(Tick)
YES	
NO	

7. I have made adequate provision for the health and safety measures and provided detailed breakdown in BoQ.

	(Tick)
YES	
NO	

8. I confirm that I am fully conversant with Construction Regulations 2014 "Duties of Principal Contractor and contractor and that my company comply with all of the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), Regulations and Exemptions

	(Tick)
YES	
NO	

9. I confirm that I have read the Safety, Health, Environment and Quality Policy for Construction and Maintenance Programmes and that my company will comply with all requirements stated.

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ..... Date .....

2. ..... Date .....

T2.2.5: MBD 4 - DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state1.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	**Full Name of bidder or his or her representative**	
3.2.	**Identity Number**	
3.3.	**Position occupied in the Company (director, shareholder 2 etc.)**	
3.4.	**Company Registration Number**	
3.5.	**Tax Reference Number**	
3.6.	**VAT Registration Number**	

3.7.	**Are you presently in the service of the state?**	**YES**		**NO**	
3.7.1.	If so, furnish particulars:				
3.8.	**Have you been in the service of the state for the past twelve months?**	**YES**		**NO**	
3.8.1.	If so, furnish particulars:				

1 *MSCM Regulations: "in the service of the state" means to be –*

a. *a member of –*
   i. *any municipal council;*
   ii. *any provincial legislature; or*
   iii. *the National Assembly or the National Council of Provinces;*
b. *a member of the board of directors of any municipal entity;*
c. *an official of any municipality or municipal entity;*
d. *an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);*
e. *an executive member of the accounting authority of any national or provincial public entity; or*
f. *an employee of Parliament or a provincial legislature.*

2 *"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.*

3.9.	**Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?**	**YES**		**NO**		
3.9.1.	If so, furnish particulars:					
3.10.	**Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?**	**YES**		**NO**		
3.10.1.	If so, furnish particulars:					
3.11.	**Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?**	**YES**		**NO**		
3.11.1.	If so, furnish particulars:					
3.12.	**Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?**	**YES**		**NO**		
3.12.1.	If so, furnish particulars:					
3.13.	**Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?**	**YES**		**NO**		
3.13.1.	If so, furnish particulars:					

3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:			
	Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State3 Employee Number

NB:

a) **PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)**

b) **PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.**

4. DECLARATION

I, the undersigned (name) _____,

certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

3 *MSCM Regulations: "in the service of the state" means to be –*

a. *a member of –*
   i. *any municipal council;*
   ii. *any provincial legislature; or*
   iii. *the National Assembly or the National Council of Provinces;*
b. *a member of the board of directors of any municipal entity;*
c. *an official of any municipality or municipal entity;*
d. *an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);*
e. *an executive member of the accounting authority of any national or provincial public entity; or*
f. *an employee of Parliament or a provincial legislature.*

PART T2.2.6 MBD 5 DECLARATION FOR PROCUREMENT ABOVE 10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days. 2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES		NO	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
4.1 If yes, furnish particulars				

CERTIFICATION

I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			

T2.2.7: MBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
   - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
   - 3.2. been convicted for fraud or corruption during the past five years;
   - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
   - 3.4. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? *(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).*	**Yes**	**No**
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? *(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).*	**Yes**	**No**
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	**Yes**	**No**

4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	**Yes**	**No**
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	**Yes**	**No**
4.5.1	If so, furnish particulars:		

5. CERTIFICATION

I, the undersigned (full name), _____ , certify that

the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	**Date**
.....	.....
Position	**Name of Tenderer**

I confirm that I am duly authorized to sign this contract.

PART T2.2.8: MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).4 Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   3.1. take all reasonable steps to prevent such abuse;

   3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

   3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   5.1. has been requested to submit a bid in response to this bid invitation;

4 Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

1. *Includes price quotations, advertised competitive Tenders, limited Tenders and proposals.*

2. *Tender rigging (or collusive Tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.*

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

CONTRACT: _____

in response to the invitation for the Tender made by:

_____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;

4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign the Tender, on behalf of the Tenderer;

5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   (a) has been requested to submit a Tender in response to this Tender invitation;

   (b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer

6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive Tendering.

7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;

   (b) geographical area where product or service will be rendered (market allocation);

   (c) methods, factors or formulas used to calculate prices;

   (d) the intention or decision to submit or not to submit, a Tender;

   (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or

   (f) Tendering with the intention not to win the Tender.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Tender invitation relates.

9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

---

3. **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

11. **N.B.:- THIS FORM MUST BE SIGNED BY THE TENDERER AND TWO WITNESSES**

.....	.....
Signature	Date
.....	.....
Position	Name of Tenderer

WITNESS (1) _____ NAME (PRINT)_____

WITNESS (2) _____ NAME (PRINT)_____

PART T2.2.9: MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____(full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Stellenbosch Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____(name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member or partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and thruthfully complete this schedule may result in the tender being disqualified, and/or in the event that the Tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partner, etc.:

Director / Shareholder / Partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / Partner	Municipal Account number(s)

NB: Please attach certified copy(ies) of ID document(s) and Municipal Accounts

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

....

Signature Date

....

Position Name of Tenderer

PART T2.2.10: SERVICE PROVIDER CODE OF CONDUCT

Stellenbosch Municipality aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any service provider dealing with Stellenbosch Municipality must understand and support. These are:

- The General Conditions of Contract – Government Procurement.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (B-BBEE);
- The Companies Act, Act 71 of 2008, as amended
- The Prevention and Combating of Corrupt Activities Act (PRECCA);
- The Protected Disclosures Act, Act 26 of 2000, as amended' and;
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Stellenbosch Municipality Service providers of Stellenbosch Municipality's expectations regarding behaviour and conduct of its Service providers. The tenderer will share this code of conduct with its subcontractor(s) prior to submitting the tender and ensure adherence to it by the subcontractor(s).

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Stellenbosch Municipality's aim is to become a world class, profitable and sustainable organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. ***Stellenbosch Municipality will not participate in corrupt practices in any form or guise. Therefore, it expects its service providers to act in the same manner.***

- Stellenbosch Municipality and its employees will adhere the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our service providers.
- Stellenbosch Municipality Employees must not accept or request, agree or promise to accept, money, or anything of value, or any form of gratification, either directly or indirectly, from service providers or anyone linked to them in return for a benefit or other advantage to accrue to a service provider or other linked 3rd party;
- Employees may not receive anything that is intended to:
  - In an irregular or untoward manner, influence their judgement or conduct to ensure a specific or pre-conceived desired outcome of a sourcing activity;
  - In an irregular or untoward manner, win or retain business or influence any act or decision of any person involved in sourcing decisions; or

- Gain an improper advantage.

- There may be times when a service provider is confronted with fraudulent or corrupt behaviour of Stellenbosch Municipality employees. We expect our Service providers to use our "Tip-offs Anonymous" Hot line to report these acts on email Scm.Contract@stellenbosch.gov.za

2. ***Stellenbosch Municipality is firmly committed to the concept of free and competitive enterprise.***

- Service providers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.

- Stellenbosch Municipality does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

3. ***Stellenbosch Municipality's relationship with service providers requires us to clearly define requirements, to exchange information and share mutual benefits.***

- Generally, service providers have their own business standards and regulations. Although Stellenbosch Municipality cannot control the actions of our service providers, we will not tolerate any illegal activities. These include, but are not limited to:

  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
  - Collusion in whatever form that is intended to influence procurement decisions;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Stellenbosch Municipality employees.

- Service providers will be evaluated and approved before any materials, components, products or services are purchased from them. A rigorous due diligence is conducted and the service provider is expected to participate in an honest and straight forward manner.

- Service providers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

4. ***Conflicts of Interest***

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Stellenbosch Municipality.

- Doing business with family members or close associates.

- Having a financial or beneficial interest in another company in our industry or environment

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then the Stellenbosch Municipality reserves its right to review doing business with these service providers.

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

_____ _____

(Signature) (Date)

PART T2.2.11: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Stellenbosch Municipality has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;

2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFP);

3. at no stage have we received additional information relating to the subject matter of this RFP from Stellenbosch Municipality sources, other than information formally received from the designated Stellenbosch Municipality contact(s) as nominated in the RFP documents;

4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Stellenbosch Municipality in issuing this RFP and the requirements requested from tenderers in responding to this RFP have been conducted in a fair and transparent manner; and

5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Stellenbosch Municipality as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/ PARTNER/SHAREHOLDER:

_____

_____

_____

ADDRESS:

_____

_____

_____

Indicate nature of relationship with the Stellenbosch Municipality:

_____

_____

_____

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Stellenbosch Municipality*]*

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Stellenbosch Municipality (other than any existing and appropriate business relationship with Stellenbosch Municipality) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Stellenbosch Municipality immediately in writing of such circumstances.

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of duly authorised thereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

PART T2.2.12: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: .....

Section 2: VAT registration number, if any: .....

Section 3: CIDB registration number, if any: .....

Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners.

Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Reference number .....

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

_____ _____

(Signature) (Date)

PART T2.2.13: CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENT

NAME OF TENDERING ENTITY: _____

1. I/we do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Stellenbosch Municipality for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.

2. I/we furthermore agree that Stellenbosch Municipality shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a) has been requested to submit a Tender in response to this Tender invitation;

   b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and

   c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer.

5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   a) prices;

   b) geographical area where Services will be rendered [market allocation]

   c) methods, factors or formulas used to calculate prices;

   d) the intention or decision to submit or not to submit, a Tender;

   e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or

   f) tendering with the intention not winning the Tender.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.

8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the South African Police Services, or National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I, _____ of _____ ,

(Authorised Signatory) (Company Name)

hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable

_____ _____

(Signature) (Date)

STELLENBOSCH STELLENBOSCH • IPHILI • KLAPMUTS MUNISIPALITEIT • UMASIPALA • MUNICIPALITY	CIDB THE CONTRACT Vol. 2 of 3	Tender No: BSM 17/20 UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION

PART T2.3: RETURNABLE DOCUMENTS

Notes:

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- **Any returnable that has a ~~Strikethrough~~, is not applicable to this specific tender.**

SECTION	SUB-INDEX T2.3	PAGE	TENDERER COMPLIED?
T2.3.1	Related Experience of Tenderer	81	
T2.3.2	Management and CV's of Key Persons	83	
T2.3.3	Schedule of Plant and Equipment	84	
T2.3.4	Schedule of Proposed Sub-Contractors	86	
T2.3.5	Programme	87	
T2.3.6	Financial Standing / Bank Rating	88	
T2.3.7	Quality Plan	89	
T2.3.8	Health and Safety	90	
T2.3.9	Capacity and Ability to meet Delivery Schedule	91	
T2.3.10	Statement of Technical Compliance	92	

Name: ..... Signature: .....

Capacity: .....

PART T2.3.1: RELATED EXPERIENCE OF TENDERER

The Tenderer shall list below or in a separate schedule a statement of those works/services of similar nature which they have satisfactorily completed in the past ten years. Information must be provided in the format provided below. It is essential that telephone contact details of references be supplied. Present commitments and their due dates for completion shall also be listed. Where applicable, the project value can be adjusted to reflect the impact of inflation, using the Consumer Price Index (CPI) with the completion date being taken as the base date for the calculation

1. **PREVIOUS PROJECTS UNDERTAKEN**

EMPLOYER		DESCRIPTION AND NATURE OF WORKS/SERVICES	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
EMPLOYER / CONTACT PERSON / TEL. NO.	PM; ENGINEER; PRINCIPLE AGENT / CONTACT PERSON/ TEL. NO.			

*insert separate page if necessary

2. CURRENT PROJECTS UNDERTAKEN

EMPLOYER		DESCRIPTION AND NATURE OF WORKS/SERVICES	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
EMPLOYER/ CONTACT PERSON/ TEL. NO.	PM; ENGINEER; PRINCIPAL AGENT/ CONTACT PERSON/ TEL. NO.			

*insert separate page if necessary

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

_____ _____

(Signature) (Date)

PART T2.3.2: MANAGEMENT AND CV'S OF KEY PERSONS

The experience of assigned staff members in relation to the Scope of Services will be evaluated from three different points of view:

1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.

2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc. which is directly linked to the scope of work.

3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, legislation, techniques, etc.

For purpose of evaluation, the Tenderer shall attach hereto a shortened CV, qualifications and registrations for each key member available to work on the project in the Categories **1)** Site Foreman and **2)** Contracts Manager or Contracts Director. CV's of the assigned staff members of not more than 2 pages each should be attached to this schedule.

Each CV should be structured under the following headings:

1. Personal particulars:
   - name.
   - date and place of birth.
   - place (s) of tertiary education and dates associated therewith.
   - professional awards.
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations).
3. Skills.
4. Name of current employer and position in enterprise.
5. Overview of post graduate / diploma relevant similar experience (year, organization and position).
6. Outline of recent similar assignments / experience that has a bearing on the scope of work.

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

_____ _____

(Signature) (Date)

PART T2.3.3: SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that the Tenderer presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our Tender is accepted.

(a) Details of major equipment that is owned and immediately available for this contract.

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE

*Attach additional pages if more space is required.

(b) **Details of major equipment that will be hired, or acquired for this contract if Tender is accepted. Contact details of plant hire company to be provided.**

DESCRIPTION (type, size, capacity, etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

*Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

_____ _____

(Signature) (Date)

PART T2.3.4: SCHEDULE OF PROPOSED SUB-CONTRACTORS

*This returnable is to be read in conjunction with **T2.4.2 PPPFA Prequalify & Subcontracting Schedule**. By signing this returnable, the tenderer confirms alignment in full.*

We notify you that it is our intention to employ the following subcontractors / sub consultants for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors / Sub consultants in accordance with requirements in the contract for such appointments and to provide copies of the subcontractors. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

_____ _____

(Signature) (Date)

PART T2.3.5: PROGRAMME

Note to tenderers:

The Tenderer needs to submit a programme/schedule in Microsoft Projects, based on a 10-calendar month construction period, in order to illustrate a comprehensive understanding of the work required as well as a pragmatic approach in performing the work required.

The programme must include the following:

1. Level 3 minimum break-down;
2. Milestones indicated;
3. Critical path shown;
4. Cost-loaded;
5. Resource-loaded and
6. Accompanying monthly construction cash flow.

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

_____ _____

(Signature) (Date)

PART T2.3.6: FINANCIAL STANDING / BANK RATING

The Tenderer shall make enquiries to obtain a bank rating from their bank, and attach to this section of the tender. The Tenderer is to provide the following details of his banker and bank account that he intends to use for the project:

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (at bank): .....

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Tender submitted by the Tenderer.

NB: IT IS REQUIRED FOR THE TENDERER TO SUBMIT CURRENT THREE (3) YEARS ANNUAL AUDITED FINANCIAL STATEMENTS

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

_____ _____

(Signature) (Date)

PART T2.3.7: QUALITY PLAN

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to:

1. Project Quality Plan for the contract.
2. The Contractor's Quality Policy.
3. Index of procedures to be used during the contract.
4. Audit Schedule for internal and external audits during the contract.
5. ISO 9001 certification.
6. Typical Quality Manual.
7. Typical Quality Control Plan.
8. Typical data book index.

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

_____ _____

(Signature) (Date)

STELLENBOSCH STELLENBOSCH • PNIEL • FRANSCHHOEK MUNISIPALITEIT • UMASIPALA • MUNICIPALITY	CIDB THE CONTRACT Vol. 2 of 3	Tender No: BSM 17/20 UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION

PART T2.3.8: HEALTH AND SAFETY

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Proof of Effective Safety Management System.
3. Six months synopsis of SHE incidents, description, type and action taken.
4. SHE challenges envisaged for the project and how they will be addressed and overcome.
5. Construction Safety File (Index)

Index of documentation attached to this schedule:

.....

.....

.....

.....

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

_____ _____

(Signature) (Date)

PART T2.3.9: CAPACITY AND ABILITY TO MEET DELIVERY SCHEDULE

Note to tenderers:

The Tenderer is required to demonstrate to the Employer that he has sufficient current and future capacity to carry out the work as detailed in the Works Information and that he has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on; and
- The work as covered in the Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

_____ _____

(Signature) (Date)

PART T2.3.10: STATEMENT OF TECHNICAL COMPLIANCE

Note to tenderers:

Tenderers shall complete and attach to this schedule a clause-by-clause statement of compliance to the requirements of the Scope of Works Information and the project specifications. Each statement of less than full compliance must be properly clarified.

Index of documentation attached to this schedule:

.....

.....

.....

.....

.....

.....

.....

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

_____ _____

(Signature) (Date)

PART T2.4: RETURNABLE DOCUMENTS

Notes:

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- **Any returnable that has a ~~Strikethrough~~, is not applicable to this specific tender.**

SECTION	SUB-INDEX T2.4	PAGE	TENDERER COMPLIED?
T2.4.2	MBD 6.1 - Broad Based Black Empowerment Status Level Certificate	94	
T2.4.3	MBD 6.2 Declaration Certificate for Local Production and Content for Designated Sectors	100	

Name: ..... Signature: .....

Capacity: .....

PART T2.4.2: MBD 6.1 - BROAD BASED BLACK EMPOWERMENT STATUS LEVEL CERTIFICATE

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.2 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows:

	POINTS
1.1.1. Price	80
1.1.2. B-BBEE status level of contribution	20
Total points for Price and B-BBEE must not exceed	**100**

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

2.1 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.2 "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.3 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

2.4 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)

2.5 **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

2.6 **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

2.7 **"prices"** includes all applicable taxes less all unconditional discounts;

2.8 **"proof of B-BBEE status level of contributor"** means:

2.8.1 B-BBEE Status level certificate issued by an authorized body or person;

2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;

2.9 **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

2.10 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where:

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B -BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = ...(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? *(Tick applicable box)*	**YES**		**NO**	
7.1.1 If yes, indicate:				
7.1.1.1 what percentage of the contract will be subcontracted?				%
7.1.1.2 the name of the sub-contractor?				
7.1.1.3 the B-BBEE status level of the sub-contractor?				
7.1.1.4 whether the sub-contractor is an EME or QSE? *(Tick applicable box)*	**YES**		**NO**	

7.1.1.5 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	**EME** √	**QSE** √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of Company/firm:		
8.2 VAT registration number		
8.3 Company registration number		
8.4 Type of Company/Firm: *(Tick applicable box)*	Partnership / Joint Venture / Consortium	
	One person business / sole proprietor	
	Close Corporation	
	Company	
	(Pty) Limited	
8.5 Describe Principal Business Activities		
8.6 Company Classification (Tick applicable box)	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
8.7 Municipal Information		
Municipality where business is situated:		
Registered Account Number:		
Stand Number:		
8.8 Total Number of years the Company/Firm has been in business:		

9. I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 1.4

and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

9.1 The information furnished is true and correct;

9.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

9.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

9.4 If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

9.4.1 disqualify the person from the bidding process;

9.4.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

9.4.3 cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

9.4.4 restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

9.4.5 forward the matter for criminal prosecution

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

SWORN AFFIDAVIT –B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	**Level One** (135% B-BBEE procurement recognition)	
More than 51% black owned	**Level Two** (125% B-BBEE procurement recognition)	
Less than 51% black owned	**Level Four** (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

PART T2.4.3: MBD 6.2 – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. **General Conditions**

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

#	Description of services, works or goods	Stipulated minimum threshold as a %
1	Electrical wires	90%
2	Electrical conduits	100%
3	Electrical boxes	100%
4	Valves products	70%
5	Steel products and components for construction	100%
6	Standby Generator	70%

Please submit also letters of exemption from dti if local content is not 100%.Please ensure that you put all the items on Annexure A on which you make an offer.

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

YES		NO	

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

SIGNATURE OF BIDDER(S):	

WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OFTENDER NO. BSM 17/20 ISSUED BY STELLENBOSCH MUNICIPALITY.

NB:

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ... (full names),

do hereby declare, in my capacity as ....

of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R

Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

	SIGNATURE	DATE
TENDERER:		
WITNESS No. 1:		
WITNESS No. 2:		

STELLENBOSCH	CIDB THE CONTRACT Vol. 2 of 3	Tender No: BSM 17/20 UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	B/SM/22/19				
(C2)	Tender description:	Upgrading of Stellenbosch Municipality Fire Station				
(C3)	Designated product(s)					
(C4)	Tender Authority:					
(C5)	Tendering Entity name:					
(C6)	Tender Exchange Rate:	Dollar		EU		GBP
(C7)	Specified local content %					

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
Note: A detailed break-down of bill items to be provided	Electrical wires										
	Electrical conduits										
	Electrical boxes										
	Valves products										
	Steel products and components for construction										
	Standby Generator										

(C20) Total tender value	
(C21) Total Exempt imported content	
(C22) Total Tender value net of exempt imported content	
(C23) Total Imported content	
(C24) Total local content	
(C25) Average local content % of tender	

Signature of tenderer from Annex B

Date:

STELLENBOSCH	CIDB THE CONTRACT Vol. 2 of 3	Tender No: BSM 17/20 UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	B/SM/22/19				
(D2)	Tender description:	Upgrading of Stellenbosch Municipality Fire Station				
(D3)	Designated Products:					
(D4)	Tender Authority:					
(D5)	Tendering Entity name:					
(D6)	Tender Exchange Rate:	Dollar		EU		GBP

Note: VAT to be excluded from all calculations

A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
									(D19) Total exempt imported value		

This total must correspond with Annex C - C 21

Please note that Excel versions of these schedules are included on the Compact Disc provided, for the Tenderer's compilation.

STELLENBOSCH	CIDB THE CONTRACT Vol. 2 of 3	Tender No: BSM 17/20 UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION

B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	*(D21)*	*(D22)*	*(D23)*	*(D24)*	*(D25)*	*(D26)*	*(D27)*	*(D28)*	*(D29)*	*(D30)*	*(D31)*
										(D32) Total imported value by tenderer	

C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	*(D34)*	*(D35)*	*(D36)*	*(D37)*	*(D38)*	*(D39)*	*(D40)*	*(D41)*	*(D42)*	*(D43)*	*(D44)*
									(D45) Total imported value by 3rd party		

STELLENBOSCH STELLENBOSCH • PNIEL • FRANSCHHOEK MUNISIPALITEIT • UMASIPALA • MUNICIPALITY	CIDB THE CONTRACT Vol. 2 of 3	Tender No: BSM 17/20 UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments: Foreign currency value paid	Calculation of foreign currency payments: Tender Rate of Exchange
(D46)	*(D47)*	*(D48)*	*(D49)*	*(D50)*

	Summary of payments: Local value of payments
	(D51)
***(D52)* Total of foreign currency payments declared by tenderer and/or 3rd party**	
***(D53)* Total of imported content & foreign currency payments - *(D32), (D45) & (D52)* above**	
This total must correspond with Annex C - C 23	

Signature of tenderer from Annex B

Date:

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	B/SM/22/19
(E2)	Tender description:	Upgrading of Stellenbosch Municipality Fire Station
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
		(E13) Total local content	
		This total must correspond with Annex C - C24	

Signature of tenderer from Annex B

Date:

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

VOLUME 3 OF 3

THE CONTRACT

TENDER NO. BSM 17/20

UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION

TABLE OF CONTENTS

Notes:

The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

Document Reference		Title	Page
C1:	**:**	**AGREEMENT AND CONTRACT DATA**	**113**
C1.1	:	FORM OF OFFER AND ACCEPTANCE	115
C1.2	:	CONTRACT DATA	118
C1.3	:	FORM OF GUARANTEE	127
C1.4	:	ADJUDICATOR APPOINTMENT	130
C1.5	:	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)	133
C2	**:**	**PRICING DATA**	**139**
C2.1	:	PRICING INSTRUCTIONS	140
C2.2	:	BILL OF QUANTITIES	144
C3	**:**	**SCOPE OF WORKS**	**268**
C3.1	:	DESCRIPTION OF THE WORKS	268
C3.2	:	ENGINEERING	270
C3.3	:	PROCUREMENT	271
C4	**:**	**SITE INFORMATION**	**274**
C4.1	:	SITE LOCALITY PLAN	275
C5	**:**	**ANNEXURES**	**276**
ANNEXURE A	:	OCCUPATIONAL HEALTH AND SAFETY: BASELINE RISK ASSESSMENT AND SPECIFICATION	
ANNEXURE B	:	ENVIRONMENTAL MANAGEMENT PROGRAMME	
ANNEXURE C	:	DRAWINGS	

NOTE: ALL ANNEXURES MUST BE RETRIEVED FROM THE ATTACHED COMPACT DISC

THE CONTRACT

C1 : AGREEMENT AND CONTRACT DATA

C2 : PRICING DATA

C3 : SCOPE OF WORKS

C4 : SITE INFORMATION

C5 : ANNEXURES [ATTACHED COMPACT DISC]

PART C1: AGREEMENT AND CONTRACT DATA

Document reference	Title	No of pages
C1.1	Form of Offer and Acceptance	4
C1.2	Contract Data	10
C1.3	Form of Guarantee	3
C1.3	Adjudicator Appointment	3
C1.4	Agreement in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)	4
	Total number of pages	24

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

TENDER NO. BSM 17/20: THE APPOINTMENT OF THE CONTRACTOR FOR THE UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

Rand .....(in words);

R .....(in figures),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signature(s) ....

Name(s) ....

Capacity ....

.....

(Name and address of organisation)

Name and signature of Witness .....

Date .....

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Agreement)

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE EMPLOYER:

Signature(s) ....

Name(s) ....

Capacity ....

Stellenbosch Municipality
Stellenbosch Municipal Chambers
Plein Street,
Stellenbosch, Western Cape Province

Name and signature of Witness .....

Date .....

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 **Subject** _____

Details _____

2 **Subject** _____

Details _____

3 **Subject** _____

Details _____

4 **Subject** _____

Details _____

5 **Subject** _____

Details _____

6 **Subject** _____

Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signature(s) ....

Name(s) ....

Capacity ....

.....
(Name and address of organisation)

Name and signature of Witness .....

Date .....

FOR THE EMPLOYER:

Signature(s) ....

Name(s) ....

Capacity ....

Stellenbosch Municipality
Stellenbosch Municipal Chambers
Plein Street,
Stellenbosch, Western Cape Province

Name and signature of Witness

Date .....

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

PART 1: GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;) and or any other bodies affiliated by the JBCC

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract or the Special Conditions of Contract.

The Contract Specific Data, General and Special Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

PART 2: SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the JBCC 2005 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the JBCC 2005, and the applicable heading, or (where a new special conditions that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the Conditions, and an appropriate heading.

The Forms included in the JBCC 2005, are replaced with the Forms included in this Project Document.

2. AMENDMENTS TO THE JBCC 2005 CONDITIONS OF CONTRACT

SCC 1.1 Definitions

SCC 1.1 "Bill of Quantities"

Add the following :

"For this Contract "Schedule of Quantities" will have the same meaning as "Bill of Quantities" and will form part of the Pricing Data as defined in the General Conditions of Contract."

SCC 1.1 **"Drawings"** means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Principal Agent or delivered to the Contractor by the Principal Agent.

SCC 1.1 **"Letter of Notification"** means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Tender Adjudication Committee sent to all Tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful Tenderer's Offer and no rights shall accrue."

SCC 1.9 **Add the following new Clause:**

"SCC 1.9 The copyright in all documents, drawing and records (prepared by the Principal Agent) related in any manner to the Works shall vest in the Employer or the Principal Agent or both (according to the details of the Contract that has been entered into by the Principal Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organization without the prior approval of the Employer to this effect."

SCC 3.5 Delete sub-clause 3.5

SCC 3.6 Delete sub-clause 3.6

SCC 3.9 Delete sub-clause 3.9

SCC 3.10 Delete sub-clause 3.10

SCC 7 **Legal Provisions**

Add the following:

"**7.3 The** Occupational Health and Safety Act No. 85 and Amendment Act No 181 of 1993 and the Construction Regulations 2014 will in all respects be applicable to this contract."

7.3.1 **Contractor's liability as mandatory**

"Notwithstanding any actions which the Employer may take, the Contractor accepts sole

liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act."

7.3.2 Contractor to notify Employer

"The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations."

7.3.3 Contractor's Designer

"The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those parts of the Permanent Works which the Contractor is responsible to design in terms of the Contract."

SCC 13 Add sub-clause 13.3

"The contractor may not subcontract the whole of the work without the written instruction or approval of the employer and principal agent. In such event the employer may require the contractor to cede the contract to the subcontractor."

SCC 14 Amend sub-clause 14.1

"The employer shall choose security to be provided. The contractor shall provide the security required or chosen by the employer in the contract data. The required security shall be included in the contractor's tender.

SCC 15.1.1 Delete sub-clause 15.1.1

SCC 21 Replace sub-clause 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:

"The contractor and principal agent shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work."

SCC 30.1 Replace reference to 36.3 at end of sentence with 36.0

SCC 31.9 Sub-clause 31.9 is hereby amended by the substitution of the words "seven (7) calendar days" in the first line by the words "thirty (30) calendar days"

SCC 31.12

Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."

SCC 32.12 Delete sub-clause

SCC 34.13 Delete the words in sub-clause 34.13 "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"

SCC 40.0(41) Delete in the Substitute Provisions (41.0 State Clauses) clause 40.2.1, 40.2.2 and 40.3/4/5/6 and replace with the following:

40.1# Should any dispute between the **employer,** his **agents** or **principal agent** on the one hand and the contractor on the other arise out of this **agreement**, such dispute shall be referred to adjudication.

40.2# Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4.

40.3# If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of *1965,* as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4# If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

SCC 12.1 (41.0) Delete 12.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 12.1 apply to the **state** and replace "**contractor**" in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SCC 12.2 (41.0) Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses) to read "Where the **contractor** is responsible for insurances, the **contractor** shall ....."

SCC 11.1 (41.0) Delete clause 11.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 11.1 apply to the **state.**

SCC 41.0 Delete the definitions for **CONSTRUCTION PERIOD** and **INTEREST** in clause 41.1.3 in the substitute provisions (Clause 41.0 State Clauses)

SCC 41.0 Delete in the **state** clauses sub-clauses 31.11.1 and 31.11.2. Sub-clause 31.11.1 of the non-**state** clauses will apply to the **contract**

SCC 41.0 Delete in the **state** sub-clause 10.3. Sub-clause 10.3 of the non-**state** clauses will apply to the **contract**

SCC 41.0 Add sub-clause 32.15 and 34.3 to 5.1.2

SCC 41.0 Add in the following clause to 41.0

Notwithstanding any clause to the contrary, on cancellation of this agreement either by the **employer** or the **contractor,** or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a stated date and withdraw himself from the **site.** The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.

C1.2.2 CONTRACT SPECIFIC DATA

A. DATA TO BE PROVIDED BY THE EMPLOYER

PART 1: DATA PROVIDED BY THE EMPLOYER

42.1.1 The Employer is the **Stellenbosch Municipality**

The address of the Employer is:

Address (physical): Plein Street, Stellenbosch, Western Cape Province

Address (postal): Stellenbosch Municipality,
P. O. Box 17
Stellenbosch,
7599

Telephone: (021) 808 8978

Facsimile: TBA

42.1.2 The Principal Agent: V3 Consulting Engineers

Telephone: (021) 045 0064

Facsimile: (087) 405 0471

Address (physical): 1st Floor Barinor Vineyards North
Vineyards Office Estate
99 Jip de Jager Drive
Tyger Valley
7530

Address (postal): P.O. Box 6449, Welgemoed, 7538

42.2.1 The Works comprise Construction and Upgrading of Stellenbosch Municipality Fire Station including associated siteworks, as per the drawings attached in part C5 – Annexures [Refer to attached Compact Disc].

42.2.2 The Site is Stellenbosch Municipality Fire Station, Cnr Cluver Street & Helshoogte Road, Stellenbosch, 7600.

42.2.3 The Works or installations to be undertaken by direct contractors comprises

Control Room Equipment and ancillary works

42.2.4 The Employer is an organ of State

- The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.
- Lateral support insurance is to be effected by the contractor
- Payment will not be made for materials and goods
- Extended defects liability period will apply to the following elements:

Not applicable

42.2.5 Possession of the site is to be given within three days of the contractor providing the employer with construction guarantees in accordance with the provisions of 14.0 and the Contract has been signed by both parties.

42.2.6 The period for the commencement of the works after the contractor takes possession of the site is 2 working days.

Completion:

For the works as a whole:

The date for practical completion for the Completion Of Works shall be **(10) ten months** from the commencement date.

The penalty per calendar day per section is **R5 000** up to a maximum of **10%** of the contract value there after the employer shall have a right during the identified delay period to step- in and accelerate the work or appoint a third party to assist or complete the works to reach practical completion at the planned period. The appointed third party work shall be at the cost of the contractor.

42.2.9 The law applicable to the agreement shall be that of the Republic of South Africa.

42.3.1 Contract works insurance (construction guarantee) is to be effected by the contractor for a sum not less than the contract sum plus **10%.**

The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association. (SASRIA)

42.3.3 Public liability insurance to be effected by the contractor for the sum of **R**

10 000 000.00 with a deductible in an amount that the contractor deems appropriate.

42.3.4 Support insurance: Deemed Not Applicable

42.4.1 A waiver of the contractor's lien or right of continuing possession is required.

42.4.2 One copy of the construction document is to be supplied to the contractor free of charge.

42.4.5 JBCC Engineering General Conditions are not to be included in the contract document.

42.4.6 CPAP shall only be applicable to works that progress to later than twelve (12) months from commencement date. Where the period is prolonged beyond the first twelve months due to the delay or non- performance by the employer, the CPAP shall be applicable; however where the period is extended due contractor's failure to perform or delay caused by the contractor CPAP shall not be applicable. The contract value is to be adjusted using CPAP indices. The base month to be used to calculate CPAP is **(not applicable)** The value of the certificates issued shall be adjusted in accordance with the JBCC Contract Price Adjustment Schedules.

42.5.4 The preliminaries amounts shall be paid in terms of Alternative A and the contractor shall not have the right to select Alternative B.

31.3 The issue of an interim payment certificates shall be done no later than the 25th of each month, unless otherwise directed by the Employer.

29.1.1 The contractor shall allow ten (10) working days during the contract (10 months) for the adverse effect of weather conditions and shall not be entitled to a revision of the date for Practical Completion for delays suffered by adverse weather conditions.

14.5 The Employer will not provide advanced payments against an advanced payment guarantee

14.2 and 14.4 The construction guarantee is to be a fixed guarantee in accordance with the JBCC.

40.0 Dispute resolution shall be by adjudication. If a dispute is unresolved by adjudication the dispute shall be finally settled by an arbitrator to be agreed between the parties.

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause 42.5.1:

The name of the Contractor is

_____

The legal name of the Contractor.

Clause 42.5.1 [1.2]:

The address of the Contractor is

_____

_____

_____

The physical address, postal address, e-mail address and/or fax number where the Contractor will receive notices.

C1.3 PERFOMANCE GUARANTEE

C1.3.1 CONSTRUCTION GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means .....

Physical address .....

.....

Guarantor's signatory 1 ..... Capacity.....

Guarantor's signatory 1 ..... Capacity .....

Employer means **Stellenbosch Municipality**

Contractor means .....

Agent means .....

Works means .....

Site means .....

Agreement means the JBCC Series 2000 Principal Building Agreement

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R .....

Amount in words ..... (Rand)

Guaranteed Sum means the maximum aggregate amount of R .....

Amount in words ..... (Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: .... (Rands) (R .....)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

2 The Guarantor hereby acknowledges that:

2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

2.2 Its obligation under this Guarantee is restricted to the payment of money.

3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.

6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor

9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.

10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired

11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.

12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at. . . . . Date . . . . . .

Guarantor's

Signatory 1 . . . . . Guarantor's Signatory 2 . . . . . .

Witness 1 . . . . . Witness 2 . . . . . .

Guarantor's seal or stamp

1.4 ADJUDICATOR APPOINTMENT

C1.4.1 ADJUDICATOR APPOINTMENT

This agreement is made on the_____day of _____ between:

_____(name of company / organisation)

of _____

_____(address)

and

_____(name of company / organisation)

of _____

_____(address)

(the Parties) and

_____(name)

of _____

_____(address)

(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated _____and known as _____

and these disputes or differences shall be/have been* referred to adjudication in accordance with the JBCC Series 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC Series 2000 Adjudication Rules.

2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC Series 2000 Adjudication Rules.

3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.

4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do

likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____	SIGNED by: _____	SIGNED by: _____
Name: _____	Name: _____	Name: _____
who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of	who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of	the Adjudicator in the presence of
Witness _____	Witness: _____	Witness: _____
Name: _____	Name _____	Name: _____
Address:	Address:	Address:
_____	_____	_____
Date: _____	Date: _____	Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R . . . . . This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary

C1.5 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at _____

on this the _____ day of _____ in the year_____

between **THE STELLENBOSCH MUNICIPALITY** (hereinafter called "the **Employer**")

of the one part, herein represented by _____

in his capacity as _____

and _____

(hereinafter called "the Mandatory") of the other part, herein represented by _____

_____

in his capacity as _____

WHEREAS the Employer is desirous that certain works be constructed, viz. **THE APPOINTMENT OF THE CONTRACTOR FOR THE CONSTRUCTION AND UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION**

and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.

2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Principal Agent requiring him to commence the execution of the Works, to either

(a) the date of the Final Approval Certificate issued in terms of Clause 26.6.1 of the JBCC principal building contract (hereinafter referred to as "the JBCC"),

(b) the date of termination of the Contract in terms of Clauses 36, 37 or 38,39 of the JBCC.

3 The Mandatory declares himself to be conversant with the following:

(a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

(i) Section 8 : General duties of employers to their employees;

(ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;

(iii) Section 37 : Acts or omissions by employees or mandataries; and

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4 In addition to the requirements of Clause 2 of the JBCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

6 ***The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.***

7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

(a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

(b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

(c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

8. **The contact details of the OH&S Agent will be advised on date of award.**

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE STELLENBOSCH MUNICIPALITY:

WITNESS 1 _____

NAME 1 _____
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1 _____

NAME 1 _____
(IN CAPITALS)

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____ 20___,

Mr/Ms _____ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL

HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESS 1 _____

NAME 1 _____
(IN CAPITALS)

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing Instructions	5
C2.2	Bill of Quantities	178
	Total number of pages	183

C2.1 PRICING INSTRUCTIONS

1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 2013. Where applicable the:

a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.

b) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).

2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

3 Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.

6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

7 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

8 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities

9 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.

10 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.

11 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.

12 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

a) an amount which is not to be varied, namely Fixed (F)

b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and

c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

13 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:

a) 10 percent is Fixed;

b) 15 percent is Value Related

c) 75 percent is Time Related.

14 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

15 The units of measurement indicated in the Schedule of Quantities are metric units.

The following abbreviations may appear in the Schedule of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m^2	=	square metre
m^2-pass	=	square metre-pass
ha	=	hectare

m^3	=	cubic metre
m^3-km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
MPa	=	megapascal
PC sum	=	prime cost sum
Prov sum	=	provisional sum

PLEASE NOTE:

Contract Price Adjustment: **Not applicable**

Price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the JBCC Contract.

(The base month is one month prior to the closing of tender)

PLEASE NOTE:

1. This tender is estimated not to exceed a rand value of R10 million (VAT, escalation and contingencies included). Accordingly —

(a) if a tenderer is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, the tenderer is required to furnish audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the tenderers **most recent** financial year **together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years**, unless the tenderer was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.

(b) if a tenderer is a registered close corporation, the tenderer is required to furnish annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984 , prepared within nine (9) months of the end of the tenderers **most recent** financial year **together with** the annual financial statements **for the two immediately preceding financial years**, unless the tenderer was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.

(c) if the tenderer only commenced business within the past three years, the tenderer is required to submit annual financial statements in compliance

(d) with the provisions of (1) and (2) above for each of its financial years since commencing business.

(e) if a tenderer is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.

2. **Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.**

_____

Signature of person authorised to sign tender documents

_____

Name in block letters

_____ _____

Designation Date

C2.2 BILL OF QUANTITIES

Use this page as a cover page to the *Contractor's Bill of Quantities.*

1) Tenderers must ensure that adequate provision is made in the *Bill of Quantities* for the health and safety measures required by the Department of Labour.

2) The original format *Bill of Quantities* must be populated by hand in black ink and will be the document used for evaluation purposes.

I, _____ of _____ ,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to requirements as set out in C2.2 and warrant that the documents submitted are true and accurate.

_____ _____

(Signature) (Date)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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Item No		Quantity	Rate	Amount

SECTION NO. 1

BILL NO.1

PRELIMINARIES

SUPPLEMENTARY PREAMBLES

Meaning of terms "Tender" and "Tenderer"

Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

Preliminaries

The JBCC Preliminaries Code 2103, May 2005 Edition for use with the JBCC Principal Building Agreement, Edition 4.1, Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked N/A, meaning "NOT APPLICABLE"

Pricing of preliminaries

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories with the applicable amount entered against each relevant category, where "Fixed" denotes a fixed amount (amount not to be varied), "Value" denotes an amount variable in proportion to value and "Time" denotes an amount in proportion to time

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities

Carried forward R

Brought forward

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

DEFINITIONS

1 **A1 DEFINITIONS AND INTERPRETATION**

Clause 1.0

1.1 Definition of "**Commencement Date**" is added:

"**COMMENCEMENT DATE**" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it with the following:

"**CONSTRUCTION GUARANTEE**" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"**CONSTRUCTION PERIOD**" means the period commencing on the **commencement date** and ending on the date of **practical completion**

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**CORRUPT PRACTICE**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of "**Fraudulant Practice**" is added:

"**FRAUDULANT PRACTICE**" means a mispresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderer's (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

Carried forward

Brought forward R

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"**INTEREST**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**PRINCIPAL AGENT**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

"**SECURITY**" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed:_____ Value:_____
Time:_____ Item

Carried forward R

Section No. 1
Bill No. 1
PRELIMINARIES
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

Brought forward

OBJECTIVE AND PREPARATION

2 **A2 OFFER, ACCEPTANCE AND PERFORMANCE**

Clause 2.0

Fixed:_____ Value:_____
Time:_____ Item

3 **A3 DOCUMENTS**

Clause 3.0

Clause 3.2.1 is amended by replacing"14.1" with "14.0"

Clause 3.7 is amended by the addition of the following:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer, principal agent** and **agents** shall have access at all times

Clause 3.10 is amended by replacing the second reference to "**principal agent**" with the word "**employer**"

Fixed:_____ Value:_____
Time:_____ Item

4 **A4 DESIGN RESPONSIBILITY**

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed:_____ Value:_____
Time:_____ Item

5 **A5 EMPLOYER'S AGENTS**

Clause 5.0

Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8

Fixed:_____ Value:_____
Time:_____ Item

Carried forward

	Brought forward			R
6	**A6 SITE REPRESENTATIVE** Clause 6.0 Fixed:_____ Value:_____ Time:_____	Item		
7	**A7 COMPLIANCE WITH REGULATIONS** Clause 7.0 **Note:** A separate clause has been included in Section C : Specific Preliminaries of the **bills of quantities / lump sum document** for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification Fixed:_____ Value:_____ Time:_____	Item		
8	**A8 WORKS RISK** Clause 8.0 Fixed:_____ Value:_____ Time:_____	Item		
9	**A9 INDEMNITIES** Clause 9.0 Fixed:_____ Value:_____ Time:_____	Item		
10	**A10 WORKS INSURANCES** Clause 10.0 Clause 10.0 is amended by the addition of the following clauses:			
	Carried forward			R

Brought forward

R

10.5 Damage to the Works

(a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary

(b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**

(c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6

(d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

(a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

Carried forward

R

Brought forward

(b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

(c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent,** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**

(d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**

(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed

(f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

R

Carried forward

R

Brought forward R

10.7 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the commencement **date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever resulting from, arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

Carried forward R

Brought forward R

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed:_____ Value:_____
Time:_____ Item

11 **A11 LIABILITY INSURANCES**

Clause 11.0

Fixed:_____ Value:_____
Time:_____ Item

12 **A12 EFFECTING INSURANCES**

Clause 12.0

Fixed:_____ Value:_____
Time:_____ Item

13 **A13 NO CLAUSE** Item

14 **A14 SECURITY**

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

Carried forward R

Section No. 1
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PRELIMINARIES
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

Brought forward		R
14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be provided by the **contractor** to the **employer** will be as a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)		
14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)		
14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**		
14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.		
14.3 Where **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:		
14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**		
14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**		
Carried forward		R

Section No. 1
Bill No. 1
PRELIMINARIES
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

Brought forward		R
14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**		
14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**		
14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**		
14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party		
14.4 Where **security** as a variable construction guarantee of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:		
14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**		
14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender		
14.4.3 The **employer** shall return the variable construction guarantee to the **contractor** within fourteen (14) **calendar days** of it expiring		
14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable construction guarantee		
14.5 Where **security** as a fixed construction guarantee of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:		
Carried forward		R

Brought forward		R
14.5.1 The **contractor** shall furnish a fixed construction guarantee to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)		
14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**		
14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring		
14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8		
14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both		
14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:		
14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**		
14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**		
14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)		
14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both		
Carried forward		R

	Brought forward		R
	14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:		
	14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)		
	14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**		
	14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**		
	14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable		
	Fixed:_____ Value:_____ Time:_____	Item	
	EXECUTION		
15	**A15 PREPARATION FOR AND EXECUTION OF THE WORKS**		
	Clause 15.0		
	Clause 15.1.1 is amended by replacing it with:		
	No clause		
16	Clause 15.1.2 is amended by replacing it with:		
	The **security** selected in terms of 14.0		
	Carried forward		R

	Brought forward			R
	Clause 15.1 is amended by the addition of the following clause: 15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of **commencement date** Clause 15.2.1 is amended by replacing it with the following clause: Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.2 and 15.1.4 Fixed:_____ Value:_____ Time:_____		Item	
17	**A16 ACCESS TO THE WORKS** Clause 16.0 Fixed:_____ Value:_____ Time:_____		Item	
18	**A17 CONTRACT INSTRUCTIONS** Clause 17.0 Clause 17.1.11 is amended by deleting the words "and the appointment of **nominated** and **selected subcontractors**" Fixed:_____ Value:_____ Time:_____		Item	
19	**A18 SETTING OUT OF THE WORKS** Clause 18.0 Fixed:_____ Value:_____ Time:_____		Item	
20	**A19 ASSIGNMENT** Clause 19.0 Fixed:_____ Value:_____ Time:_____		Item	
	Carried forward			R

	Brought forward			R
21	**A20 NOMINATED SUB-CONTRACTORS** Clause 20.0 Clause 20.1.3 is amended by replacing it with the following: No clause Note: See item B9.1 hereinafter for adjustment of attendance on **nominated sub-contractors** executing work allowed for under provisional sums Fixed:_____ Value:_____ Time:_____		Item	
22	**A21 SELECTED SUBCONTRACTORS** Clause 21.0 Clause 21 is amended by replacing it with: No clause Fixed:_____ Value:_____ Time:_____		Item	
23	A22 **EMPLOYER'S DIRECT CONTRACTORS** Clause 22.0 Fixed:_____ Value:_____ Time:_____		Item	
24	**A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS** Clause 23.0 Fixed:_____ Value:_____ Time:_____		Item	
	Carried forward			R

	Brought forward			R
	COMPLETION			
25	**A24 PRACTICAL COMPLETION** Clause 24.0 Fixed:_____ Value:_____ Time:_____		Item	
26	**A25 WORK'S COMPLETION** Clause 25.0 Fixed:_____ Value:_____ Time:_____		Item	
27	**A26 FINAL COMPLETION** Clause 26.0 Clause 26.1.2 is amended by inserting "#" next to 26.1.2 Fixed:_____ Value:_____ Time:_____		Item	
28	**A27 LATENT DEFECTS LIABILITY PERIOD** Clause 27.0 Fixed:_____ Value:_____ Time:_____		Item	
29	**A28 SECTIONAL COMPLETION** Clause 28.0 Fixed:_____ Value:_____ Time:_____		Item	
	Carried forward			R

Brought forward R

30 **A29 REVISION OF DATE FOR PRACTICAL COMPLETION**

Clause 29.0

Clause 29.2.5 is amended by replacing it with:

No clause

Fixed:_____ Value:_____
Time:_____ Item

31 **A30 PENALTY FOR NON-COMPLETION**

Clause 30.0

Fixed:_____ Value:_____
Time:_____ Item

PAYMENT

32 **A31 INTERIM PAYMENT TO THE CONTRACTOR**

Clause 31.0

Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"

Clause 31.8 is amended by replacing it with the following two alternative clauses:

Alternative A

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

Carried forward R

	Brought forward		R	
	31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6			
	31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**			
	Alternative B			
	31.8(B) Where **security** is a payment reduction in terms of 14.7 the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:			
	31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**			
	31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**			
	31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6			
	31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**			
33	Clause 31.12 is amended by deleting the following:			
	Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due			
34	Fixed:_____ Value:_____ Time:_____			
	Carried forward		R	

	Brought forward		R
35	**A32 ADJUSTMENT TO THE CONTRACT VALUE** Clause 32.0 Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence: "due to no fault of the **contractor**" Fixed:_____ Value:_____ Time:_____	Item	
36	**A33 RECOVERY OF EXPENSE AND LOSS** Clause 33.0 Fixed:_____ Value:_____ Time:_____		
37	**A34 FINAL ACCOUNT AND FINAL PAYMENT** Clause 34.0 Clause 34.1 is amended by removing"#" next to 34.1 Clause 34.2 is amended by removing"#" next to 34.2 Clause 34.8 is amended by deleting the words "where **security** as a fixed **construction guarantee** in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"		
38	Clause 34.13 is amended by replacing seven (7) **calender days** with twenty-one (21) **calender days** and deleting the words subject to the **employer** giving the **contractor** a tax invoice for the amount due Fixed:_____ Value:_____ Time:_____	Item	
39	**A35 PAYMENT TO OTHER PARTIES** Clause 35.0 Fixed:_____ Value:_____ Time:_____	Item	
	Carried forward		R

Brought forward R

CANCELLATION

A36 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT

Clause 36.0

Clause 36.1 is amended by the addition of the following clauses:

36.1.3 refuses or neglects to comply strictly with any of the conditions of contract

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulant practices** in competing for or in executing the contract

Clause 36.3 is amended by removing the reference to No clause and replacing the words **principal agent** with **employer**

Clause 36.0 is amended by the addition of the following clause:

36.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed:_____ Value:_____
Time:_____ Item

40 **A37 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE**

Clause 37.0

Clause 37.3.5 is amended by replacing "ninety (90)" with "one hundred and twenty (120)"

Carried forward R

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	Brought forward		R
	Clause 37.0 is amended by the addition of the following clause: 37.5 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever Fixed:_____ Value:_____ Time:_____	Item	
41	**A38 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT** Clause 38.0 Claues 38.5.4 is amended by replacing "ninety (90)" with "one hundred and twenty (120)" Clause 38.0 is amended by the addition of the following clause: 38.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever Fixed:_____ Value:_____ Time:_____	Item	
	Carried forward		R

	Brought forward			R
42	**A39 CANCELLATION - CESSATION OF THE WORKS** Clause 39.0 Claues 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) **working days** of completion of such a report" Fixed:_____ Value:_____ Time:_____		Item	
	DISPUTE			
43	**A40 DISPUTE SETTLEMENT** Clause 40.0 Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years" Clause 40.6 is amended by removing the reference to: No clause			
44	Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following: Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the **mediator** and related costs Fixed:_____ Value:_____ Time:_____		Item	
	SUBSTITUTE PROVISIONS			
45	**A41 STATE CLAUSES** Clause 41.0 Fixed:_____ Value:_____ Time:_____		Item	
	CONTRACT VARIABLES			
	Carried forward			R

Brought forward R

THE SCHEDULE

This **Schedule** contains all **variables** referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of the **agreement**

Spaces requiring information must be filled in, shown as not appliable or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Key cross reference clauses are italicised in [ ] brackets

46 Clause 42.0

Fixed:_____ Value:_____
Time:_____ Item

42.0 PRE-TENDER INFORMATION

42.1 CONTRACTING AND OTHER PARTIES

42.1.1 Employer

Stellenbosch Municipality

Postal address:

PO Box 17
Stellenbosch
7600

Tel: 021 808 8111
Fax: TBA
Contact person: TBA

[1.2] Physical address:

Townhouse Complex
Plein Street
Stellenbosch
7600

Carried forward R

Brought forward R

42.1.2 **Principal Agent:**

[5.1] V3 Consulting Engineers

Postal address:
P. O. Box 6449
Welgemoed
7538

Tel: (021) 045 0064
Fax: (087) 405 0471
E-mail: kuben.pather@v3consulting.co.za

42.1.3 **Agent** (1):

[5.2] BEAL Africa

Agent's service:
Architects

Postal address:
21 De Beers Avenue
Paardevlei
Somerset West
7130

Tel: (021) 851 1542
Fax: (086) 537 5828
E-mail: lorne@beal.co.za

42.1.4 **Agent** (2):

[5.2] V3 Consulting Engineers

Agent's service:
Civil & Structural Engineers

Postal address:
P. O. Box 6449
Welgemoed
7538

Tel: (021) 045 0064
Fax: (087) 405 0471
E-mail: kuben.pather@v3consulting.co.za

Carried forward R

	Brought forward		R
42.1.5	**Agent** (3):		
[5.2]	*V3 Consulting Engineers* Agent's service: Electrical Engineer Postal address: P. O. Box 6449 Welgemoed 7538 Tel: (021) 045 0064 Fax: (087) 405 0471 E-mail: kuben.pather@v3consulting.co.za		
42.1.6	**Agent** (4):		
[5.2]	*V3 Consulting Engineers* Agent's service: Quantity Surveyor Postal address: P. O. Box 6449 Welgemoed 7538 Tel: (021) 045 0064 Fax: (087) 405 0471 E-mail: kuben.pather@v3consulting.co.za		
42.1.7	**Agent** (5):		
[5.2]	N/A		
42.1.8	**Agent** (6):		
[5.2]	N/A		
42.1.9	**Agent** (7):		
[5.2]	N/A		
	Carried forward		R

Brought forward R

42.2 CONTRACT DETAILS

42.2.1 **Works description:**

[1.1] Refer to Contract Data for description of the Works

42.2.1 **Site description:**

[1.1] Refer to Contract Data for site description

42.2.3 Work or installations by **direct contractors**:

[22.2] **YES**

Control Room Equipment

42.2.4 Specific options that are applicable to a **State** organ only

[41.0] Where so:

[1.1#] (1) Interest rate legislation:

[31.11.2#]
[31.12.2#] The interest rate applicable will be determined by the Minister of Finance, from time to time, in terms of section 80(1) of the Public Finance Management Act, 1999 (Act No 1 of 1999)

[11.2#] (2) Lateral support insurance to be effected by the contractor:
YES

[31.4.2#] (3) Payment will be made for materials and goods:
YES

[40.2.2#] (4) Dispute resolution by litigation:
YES

[26.1.2#] (5) Extended **defects** liability period applicable to the following elements:

None

Carried forward R

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Brought forward

42.2.5 *[15.2.1#]*	Possession of the **site** is to be given on: **As stated in the schedule providing the contractor complying with the terms of 14.0**	
42.2.6 *[15.3]*	Period for the commencement of the **works** after the contractor takes possession of the site: **Ten (10) working days**	
42.2.7 *[24.3.1]*	The date for practical completion and the penalty per calendar day for the **works** as a whole: The date for **practical completion** shall be ***10 calendar months*** inclusive of builders' holidays from the date of **contractual commencement**	
[30.1]	The **penalty** per **calendar day** per section shall be R 5 000.00 up to a maximum of 10% of contract value thereafter the **employer** shall have a right during the identified delay period to instruct the **contractor** to accelerate the work or appoint a third party to assist or complete the works to reach practical completion at the planned period. The appointed third party work shall be at the cost of the contractor.	
42.2.8 *[24.3.1]* *[28.1]*	The date for practical completion and the penalty per calendar day for the **works** in **sections:** Section 1: N/A Section 2: N/A Section 3: N/A Section 4: N/A Section 5: N/A Section 6: N/A	

Carried forward

	Brought forward		R
42.2.9	The **law** applicable to this agreement shall be that of:		
[1.2]	**Republic of South Africa**		
42.3	**INSURANCES**		
42.3.1 *[10.1#,* *10.2#,* *12.1#]*	Contract works insurance: To be effected by: **Contractor** For the sum of: **Contract sum plus 20%** With the deductable of: **Amount the contractor deems appropriate**		
42.3.2	Supplementary insurance ***No*** Insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association		
42.3.3 *[11.1#,* *12.1#]*	Public liability insurance: To be effected by: **Contractor** For the sum of: **R 10 000 000-00** With the deductable of: **As determined by the contractor's insurance company**		
42.3.4 *[11.2#,* *12.1#]*	Support insurance to be effected by the employer: ***NO***		
	Carried forward		R

Brought forward R

42.4 DOCUMENTS

42.4.1 Waivers of contractor's lien or right of continuing possession is required:

[3.3#, 15.1.3, 31.16.2#]

NO

42.4.2 Construction document copies to be supplied to the **contractor** free of charge:

[3.7#] **One (1) copy of the construction documents**

42.4.3 Bills of quantities/Lump sum document schedule of drawn up with:

Standard System of Measuring Building Work (Sixth edition as amended)

42.4.4 On acceptance of the tender the **bills of quantities** is to be submitted:

[15.1.1] **Within seven (7) days**

42.4.5 **JBCC** Engineering General Conditions are to be included in the **contract documents**:

[3.4]

NO

42.4.6 The **contract value** is to be adjusted using **CPAP** indices:

[31.5.3]

NO

Base month: **Tender closing date**

[32.13] Where **CPAP** is applicable, the **contract sum** will be adjusted in accordance with the **JBCC** Contract Price Adjustment Provisions (CPAP) as set out in the **CPAP** Indices Application Manual as prepared by the **JBCC** Series 2000, code 2118, dated May 2005 and any amendments thereto:

Carried forward R

Brought forward R

1) Glass, etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that workgroup unless specifically stated otherwise in the bills of quantities

2) All electrical installations in buildings and power ditribution systems shall be adjusted in terms of the index Workgroup 160, Electrical Installations. Uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems, shall be adjusted in terms of the Workgroup 170, Mechanical Services

3) With reference to Workgroup 190 a proportion of the value ralated preliminaries, pro-rata to the amount of work excluded from the adjustment, shall be excluded from Contract Price Adjustment Provisions if Option A has been selected for the adjustment of Preliminaries

4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers will not be permitted

5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual, the factor of 0,55 shall be substituted by 1,45

Altenative Indices: **Not applicable**

42.4.7 Details of changes made to the provision of JBCC standard documentation:

[3.10]

Note: ***The amended clauses, with relevant item and page numbers, are scheduled hereunder. Refer to each applicable clause for the exact extent of amendments and/or additions made***

Clause:	**Item:**	**Page:**

Carried forward R

Brought forward

1.1	1	*[Insert page number]*
1.6	1	
1.6.4	1	
3.2.1	3	
3.7	3	
3.10	3	
4.3	4	
5.1.2	5	
10.5	10	
10.6	10	
10.7	10	
14.1 to 14.9	14	
15.1	15	
15.1.1	15	
15.1.2	15	
15.2.1	15	
17.1.11	17	
20.1.3	20	
26.1.2	26	
29.2.5	29	
31.5.2	31	
31.8	31	
31.12	31	
32.5.1	32	
32.5.4	32	
32.5.7	32	
34.1	34	
34.2	34	
34.8	34	
34.13	34	
36	36	
36.1	36	
36.3	36	
37	37	
37.3.5	37	
38	38	
38.5.4	38	
39.3.5	39	
40.2.2	40	
40.6	40	
40.7.1	40	

42.0 POST-TENDER INFORMATION

Note: All information for this section requires consultations with the **contractor**

Carried forward

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REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

	Brought forward		R
42.5	**CONTRACT DETAILS**		
42.5.1	**Contractor**:		
	Postal address:		
	.....		
	.....		
	Tel:		
	Fax:.....		
	Tax/VAT Registration number:.....		
	Physical address:.....		
	.....		
	.....		
42.5.2	The accepted **contract sum**, inclusive of tax, is:		
	R.....		
	Amount in words:.....		
	.....		
	.....		
42.5.3	The latest day of the month for the issue of an interim **payment certificate:**		
[31.3]	None.....		
	..		
	Carried forward		R

	Brought forward	R
42.5.4 The preliminaries amounts shall be paid in terms of: *[32.12]* *(*Delete the not elected option):* - **Alternative A:** ***YES/NO*** - **Alternative B:** ***YES/NO***		
42.5.5 The preliminaries amounts shall be adjusted in terms of: *[32.12]* *(*Delete the not elected option):* - **Alternative A:** ***YES/NO*** - **Alternative B:** ***YES/NO***		
42.5.6 Not applicable/No clause: *[3.1]*		
42.5.7 The security to be provided by the contractor: *[14]* (a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1 (b) in respect of contracts above R1 million, one the contractor will provide as security, of the following: (1) cash deposit of 10% of the contract sum (excluding VAT) ***YES/NO***		
	Carried forward	R

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REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

	Brought forward	R
10%	(2) variable construction guarantee of of the contract sum (excluding VAT) **YES/NO**	
value	(3) payment reduction of 10% of the certified in the payment certificate (excluding VAT) **YES/NO**	
sum reduction payment	(4) cash deposit of 5% of the contract (excluding VAT) and a payment of 5% of the value certified in the certificate **YES/NO**	
of a the certificate	(5) fixed construction guarantee of 5% the contract sum (excluding VAT) and payment reduction/retention of 5% of value certified in the payment (excluding VAT) **YES/NO**	
	Guarantee submitted must be issued by either an insurance company duly registered in terms of the Short Term Insurance Act, 1998 (Act No 35 of 1998) or by a bank duly registered in terms of the Bank Act, 1990 (Act No 94 of 1990), all in accordance with the pro-forma documents to be provided. No alterations or amendments of the wording of the pro-forma will be accepted	
42.5.8 *[29.7.2]*	The annual holiday period after the commencement date of the **construction period**: From: ..... to	
42.6	**DOCUMENTS**	
42.6.1	Contract documents marked and annexed hereto: *(*Delete the not elected option)*	
-	Priced **bills of quantities:** ***YES/NO*** Document marked as:.....	
	Carried forward	R

Section No. 1
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PRELIMINARIES
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

	Brought forward		R
-	**Lump sum document:** ***YES/NO*** Document marked as:.....		
-	**Guarantee:** ***YES/NO*** Document marked as:.....		
-	**Contract drawings:** ***YES/NO*** Document marked as:.....		
-	**Other documents:** ***YES/NO*** (*If "Yes", specify:).....		
42.7	**DISPUTE RESOLUTION**		
	Dispute resolution shall be adjudication		
	Also refer to previous clause 42.2.4 [40.2.2#] in this regard		
42.8	**SIGNATURES OF THE CONTRACTING PARTIES**		
-	This done and signed at		
	on		
	Name of signatory:		
	For and behalf of the **Employer** who by signature hereof warrants authorisation hereto:		
	.....		
	As Witness:		
	.....		
	Carried forward		R

Section No. 1
Bill No. 1
PRELIMINARIES
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

	Brought forward		R
-	This done and signed at ..... on ..... Capacity of signatory:..... For and behalf of the **Contractor** who by signature hereof warrants authorisation hereto: ..... As Witness:		
	Carried forward		R

Section No. 1
Bill No. 1
PRELIMINARIES
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

	Brought forward		R
	SECTION B: JBCC PRELIMINARIES		
	1: DEFINITIONS AND INTERPRETATION		
47	***Definitions and interpretation***		
	See also clause A1.0 of Section A for additional an/or amended definitions which shall apply to this Section		
	Fixed:_____ Value:_____ Time:_____	Item	
	2: DOCUMENTS		
48	***Checking of documents***		
	Fixed:_____ Value:_____ Time:_____	Item	
49	***Provisional bills of quantities***		
	Fixed:_____ Value:_____ Time:_____	Item	
50	***Availability of construction documentation***		
	Fixed:_____ Value:_____ Time:_____	Item	
51	***Interests of agents***		
	Fixed:_____ Value:_____ Time:_____	Item	
52	***Priced documents***		
	Fixed:_____ Value:_____ Time:_____	Item	
53	***Tender submission***		
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "C1.1 Form of Offer and Acceptance"" as issued by the Independent Development Trust		
	Fixed:_____ Value:_____ Time:_____	Item	
	Carried forward		R

	Brought forward			R
	3: THE SITE			
54	***Defined works area***			
	Fixed:_____ Value:_____ Time:_____		Item	
55	***Geotechnical investigation***			
	Fixed:_____ Value:_____ Time:_____		Item	
56	***Inspection of the site***			
	Tenderers shall complete the Compulsory Inspection Certificate included in the tender documents and return same with the tender submission			
	Fixed:_____ Value:_____ Time:_____		Item	
57	***Existing premises occupied***			
	Fixed:_____ Value:_____ Time:_____		Item	
58	***Previous work - dimensional accuracy***			
	Fixed:_____ Value:_____ Time:_____		Item	
59	***Previous work - defects***			
	Fixed:_____ Value:_____ Time:_____		Item	
60	***Services - known***			
	Fixed:_____ Value:_____ Time:_____		Item	
61	***Services - unknown***			
	Fixed:_____ Value:_____ Time:_____		Item	
	Carried forward			R

	Brought forward		R
62	***Protection of trees***		
	Fixed:_____ Value:_____ Time:_____	Item	
63	***Articles of value***		
	Fixed:_____ Value:_____ Time:_____	Item	
64	***Inspection of adjoining properties***		
	Fixed:_____ Value:_____ Time:_____	Item	
	4: MANAGEMENT OF CONTRACT		
65	***Management of the works***		
	Fixed:_____ Value:_____ Time:_____	Item	
66	***Programme for the works***		
	Fixed:_____ Value:_____ Time:_____	Item	
67	***Progress meetings***		
	Fixed:_____ Value:_____ Time:_____	Item	
68	***Technical meetings***		
	Fixed:_____ Value:_____ Time:_____	Item	
69	***Labour and plant records***		
	Fixed:_____ Value:_____ Time:_____	Item	
	Carried forward		R

	Brought forward			R
	5: SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS			
70	***Samples of materials***			
	Fixed:_____ Value:_____ Time:_____		Item	
71	***Workmanship samples***			
	Fixed:_____ Value:_____ Time:_____		Item	
72	***Shop drawings***			
	Fixed:_____ Value:_____ Time:_____		Item	
73	***Compliance with manufacturer's instructions***			
	Fixed:_____ Value:_____ Time:_____		Item	
	6: TEMPORARY WORKS AND PLANT			
74	***Deposits and fees***			
	Fixed:_____ Value:_____ Time:_____		Item	
75	***Enclosure of the works***			
	Fixed:_____ Value:_____ Time:_____		Item	
76	***Advertising***			
	Fixed:_____ Value:_____ Time:_____		Item	
77	***Plant, equipment, sheds and offices***			
	Fixed:_____ Value:_____ Time:_____		Item	
	Carried forward			R

	Brought forward		R
78	***Main notice board***		
	Fixed:_____ Value:_____ Time:_____	Item	
79	***Subcontractors' notice board***		
	Fixed:_____ Value:_____ Time:_____	Item	
	7: TEMPORARY SERVICES		
80	***Location***		
	Fixed:_____ Value:_____ Time:_____	Item	
81	***Water***		
	Fixed:_____ Value:_____ Time:_____	Item	
82	***Electricity***		
	Fixed:_____ Value:_____ Time:_____	Item	
83	***Telecommunication facilities***		
	Fixed:_____ Value:_____ Time:_____	Item	
84	***Ablution facilities***		
	Fixed:_____ Value:_____ Time:_____	Item	
	8: PRIME COST AMOUNTS		
85	***Responsibility for prime cost amounts***		
	Fixed:_____ Value:_____ Time:_____	Item	
	Carried forward		R

	Brought forward			R
	9: ATTENDANCE ON N/S SUBCONTRACTORS			
86	***General attendance***			
	Fixed:_____ Value:_____ Time:_____		Item	
87	***Special attendance***			
	Fixed:_____ Value:_____ Time:_____		Item	
88	***Commissioning - fuel, water and electricity***			
	Fixed:_____ Value:_____ Time:_____		Item	
	10: FINANCIAL ASPECTS			
89	***Statutory taxes, duties and levies***			
	Fixed:_____ Value:_____ Time:_____		Item	
90	***Payment for preliminaries***			
	Fixed:_____ Value:_____ Time:_____		Item	
91	***Adjustment of preliminaries***			
	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) **working days** of taking possession of the **site**" with "when submitting his priced **bills of quantities / lump sum document**"			
	Fixed:_____ Value:_____ Time:_____		Item	
92	***Payment certificate cash flow***			
	Fixed:_____ Value:_____ Time:_____		Item	
	Carried forward			R

	Brought forward		R
	11: GENERAL		
93	***Protection of the works***		
	Fixed:_____ Value:_____ Time:_____	Item	
94	***Protection / isolation of existing / sectionally occupied works***		
	Fixed:_____ Value:_____ Time:_____	Item	
95	***Security of the works***		
	Fixed:_____ Value:_____ Time:_____	Item	
96	***Notice before covering work***		
	Fixed:_____ Value:_____ Time:_____	Item	
97	***Disturbance***		
	Fixed:_____ Value:_____ Time:_____	Item	
98	***Environmental disturbance***		
	Fixed:_____ Value:_____ Time:_____	Item	
99	***Works cleaning and clearing***		
	Fixed:_____ Value:_____ Time:_____	Item	
100	***Vermin***		
	Fixed:_____ Value:_____ Time:_____	Item	
101	***Overhand work***		
	Fixed:_____ Value:_____ Time:_____	Item	
	Carried forward		R

Brought forward R

102 ***Instruction manuals and guarantees***

Fixed:_____ Value:_____
Time:_____ Item

103 ***As built information***

Fixed:_____ Value:_____
Time:_____ Item

104 ***Tenant installations***

Fixed:_____ Value:_____
Time:_____
Item

12: SCHEDULE OF VARIABLES FOR JBCC PRELIMINARIES

105 ***Schedule of Variables***

Fixed:_____ Value:_____
Time:_____ Item

This **schedule** contains all variables referred to in this document

12.1.1 **Provisional Bills of Quantities**
[2.2] The quantities are provisional

Yes

12.1.2 **Availability of construction documentation**
[2.3] *Construction documentation is complete*

No

12.1.3 ***Interest of agents***
[2.4] Details:
No agents are employed as employees of the Independent Development Trust

12.1.4 ***Defined works area***
[3.1] Details:
The work area will be fenced off to indicate the perimeters of the construction site

Carried forward R

Brought forward R

12.1.5 ***Geotechnical investigation***
[3.2] Details:
A geotechnical investigation was done. For details of the report contact the **Principal Agent**

12.1.6 ***Existing premises occupied***
[3.4] Specific requirements:
The contractor to note that the existing premises will be occupied and disturbance to occupants must be limited as far as possible

12.1.7 ***Previous work - dimensional accuracy***
[3.5] Details:
Contractor to check drawings with on-site specifics

12.1.8 ***Previous work - defects***
[3.6} Details:
None at the date of tender

12.19. ***Services - known***
[3.7] Details:
None

12.1.10 ***Protection of trees***
[3.9] Specific requirements:
No trees to be removed unless written approval has
been obtained from the **principal agent**

12.1.11 ***Inspection of adjoining properties***
[3.11] Specific requirements:
None

12.1.12 ***Enclosure of the works***
[6.2} Specific requirements:
Site must be enclosed with approved shade netting and gumpole fencing to the approval of the principal agent

Carried forward R

Brought forward R

12.1.13 ***Plant, equipment, sheds and offices***
[6.4.3] Specific requirements:
The **contractor** shall provide, maintain and remove on completion of the works an office for the exclusive use of the **principal agent**, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.

12.1.14 Main notice board
[6.5] Specific requirements:
The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.

12.1.15 ***Subcontractors' notice board***
[6.6] A notice board is required:
No

Specific requirements:
None

12.1.16 ***Water***
[7.2] Option A (by **contractor**)
Yes

Option B (by **employer** - free of charge)
No

Option C (by **employer** - metered)
No

Carried forward R

Brought forward R

12.1.17 ***Electricity***
[7.3] Option A (by **contractor**)
Yes

Option B (by **employer** - free of charge)
No

Option C (by **employer** - metered)
No

12.1.18 ***Telecommunications***
[7.4] Telephone
Yes

Facsimile
Yes

E-mail
Yes

12.1.19 ***Ablution facilities***
[7.5] Option A (by **contractor**)
Yes

Option B (by **employer**)
No

12.1.21 ***Special attendance***
[9.2] **Subcontractor** (1) details: None

Subcontractor (2) details: None

Subcontractor (3) details: None

Subcontractor (4) details: None

12.1.22 ***Protection of works***
[11.1] Specific requirements:
None

12.1.20 ***Protection of existing/sectionally occupied works***
[11.2] Protection is required
Yes

12.1.23 ***Disturbance***
[11.5] Specific requirements:
The **contractor** shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **principal agent**

Carried forward R

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Brought forward			R
12.1.24 ***Environmental disturbance***			
[11.6] Specific requirements: The **contractor** shall keep the site free of rubble. All mixing areas shall be rehabilitated after usage.			
Carried forward			R

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Brought forward R

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

106 **C1 CONTRACT DRAWINGS**

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly intelligible to the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: _____ Value:_____
Time:_____ Item

107 **C2 GENERAL PREAMBLES**

The document "Specification of Materials and Methods to be used (PW371)" is obtainable from the Department of Public Works website (http://www.publicworks.gov.za/ under "Consultants Guidelines") and shall be read in conjunction with the **bills of quantities** and be referred to for the full descriptions of work to be done and materials to be used

Fixed: _____ Value:_____
Time:_____ Item

Carried forward R

	Brought forward			R
108	**C3 TRADE NAMES** Wherever a trade name for any product has been described in the **bills of quantities**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for Fixed: _____ Value:_____ Time:_____		Item	
109	**C4 IMPORTED MATERIALS AND EQUIPMENT** Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable) Fixed: _____ Value:_____ Time:_____		Item	
110	**C5 VIEWING THE SITE IN SECURITY AREAS** The **site** is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the **site** for tendering purposes Fixed: _____ Value:_____ Time:_____		N/A	
	Carried forward			R

		Brought forward		R
111	**C6**	**COMMENCEMENT OF WORKS IN SECURITY AREAS** As the **works** falls within a security area the **contractor** must give the unit commander or other responsible officer notice before commencement of the **works.** Should the **contractor** fail to make such arrangements, admission to the **site** may be refused and any additional costs will be for the **contractor's** account Fixed: _____ Value:_____ Time:_____	N/A	
112	**C7**	**ENTRANCE PERMITS TO SECURITY AREAS** As the **works** falls within a security area the **contractor** shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer Fixed: _____ Value:_____ Time:_____	N/A	
113	**C8**	**SECURITY CHECK OF PERSONNEL** The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works** Fixed:_____ Value:_____ Time:_____	N/A	
		Carried forward		R

	Brought forward			R
114	**C9 PROHIBITION ON TAKING OF PHOTOGRAPHS** In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959 Fixed:_____ Value:_____ Time:_____		N/A	
	C10 HIV/AIDS AWARENESS It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities**. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment			
	Carried forward			R

	Brought forward		R
115	**C10.1 AWARENESS CHAMPION** Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification Fixed:_____ Value:_____ Time:_____	Item	
116	**C10.2 AWARENESS WORKSHOPS** Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification Fixed:_____ Value:_____ Time:_____	Item	
117	**C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.** Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification Fixed:_____ Value:_____ Time:_____	Item	
118	**C10.4 ACCESS TO CONDOMS** Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification Fixed:_____ Value:_____ Time:_____	Item	
	Carried forward		R

	Brought forward		R
119	**C10.5 MONITORING** Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification Fixed:_____ Value:_____ Time:_____	Item	
120	**C11 OCCUPATIONAL HEALTH AND SAFETY ACT** The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities / lump sum document**		
121	The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent,** notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.		
122	Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained Fixed:_____ Value:_____ Time:_____	Item	
	Carried forward		R

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	Brought forward		R
123	**C12 SITE INSTRUCTIONS** Instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the **contractor** Fixed:_____ Value:_____ Time:_____	Item	
124	**C13 WARRANTIES FOR MATERIAL AND WORKMANSHIP** Where warranties for materials and/or workmanship are called for, the **contractor** shall obtain a written warranty, addressed to the **employer**, from the firm supplying the materials and/or doing the work and shall deliver same to the **principal agent** on the certified completion of the contract. The warranty shall state that workmanship, materials and installation are warranteed for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the **contractor** Fixed: _____Value: _____Time: _____	Item	
	Carried forward		R

	Brought forward		R
125	**C14 CO-OPERATION OF CONTRACTOR FOR COST MANAGEMENT** It is specifically agreed that the **contractor** accepts the obligation of assisting the **principal agent** in implementing proper cost management. The **contractor** will be advised by the **principal agent** of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The **principal agent** undertakes to make available to the **contractor** all budgetary allowances and cost assessments/reports to enable the proper procedure to be implemented and the **contractor** shall attend all cost plan review and cost management meetings. The **contractor** undertakes to extend these procedures, as necessary, to all subcontractors Fixed:_____Value:_____Time: _____	Item	
126	**C15 PROPPING OF FLOORS BELOW** The **contractor** is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the **principal agent** and the cost thereof shall be borne by the **contractor** Fixed: _____ Value:_____ Time: _____	Item	
127	**C16 TESTING OF WINDOWS FOR WATERTIGHTNESS** Each window shall be tested for watertightness with water sprayed on using adequate pressure. If in the opinion of the **principal agent,** the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means Fixed:_____ Value:_____ Time:_____	Item	
	Carried forward		R

	Brought forward			R
128	**C17 TESTING OF FLAT ROOF WATERPROOFING FOR WATERTIGHTNESS** Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the **principal agent**, flooded with water and kept "ponded" for at least 36 hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing Fixed:_____ Value:_____ Time:_____		Item	

SUMMARY OF CATEGORIES

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

Carried to final summary		R

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Item No		Quantity	Rate	Amount

SECTION NO. 2

BILL NO 1

ALTERATIONS

SUPPLEMENTARY PREAMBLES

View site

Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained

Explosives

No explosives whatsoever may be used for demolition purposes unless otherwise stated

General

The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent

Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent

Carried forward R

	Brought forward			R
	Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately			
	Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc			
	Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing			
	With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork			
	Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary			
	The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)			
	REMOVAL OF EXISTING WORK			
	Breaking up and removing concrete including cutting off and removing reinforcement			
1	Footings	m3	1	
2	Mass concrete stoeps, showers floors, etc	m3	3	
3	Reinforced concrete slab approximately 170mm thick to be demolished in accordance with the engineer's method statement	m3	1	
	Carried forward			R

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ALTERATIONS
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

				R
	Brought forward			
4	Reinforced concrete slab approximately 350mm thick to be demolished in accordance with the engineer's method statement	m3	14	
	Breaking down and removing brickwork etc			
5	Half brick walls	m2	30	
6	One brick walls	m2	105	
	Lifting up and removing paving etc			
7	Paving	m2	11	
	Taking out and removing doors, windows, etc, including thresholds, sills, etc (building up openings and making good finishes elsewhere) and set aside for later reuse including installing at a new position to be confirmed by the architect			
8	Glazed steel casement window size 1000 x 3019mm high	No	1	
9	Glazed steel double door size 1501 x 2100mm high	No	1	
	Taking out and removing doors, windows, etc, including thresholds, sills, etc (building up openings and making good finishes elsewhere)			
10	Glazed steel casement window size 600 x 600mm high	No	9	
11	Glazed steel casement window size 650 x 2150mm high	No	4	
12	Glazed steel casement window size 1900 x 900mm high	No	1	
13	Glazed steel casement window size 2050 x 600mm high	No	5	
14	Glazed steel casement window size 2050 x 2700mm high	No	5	
15	Glazed steel casement window size 2150 x 1650mm high	No	2	
16	Glazed steel casement window size 2950 x 650mm high	No	1	
	Carried forward			R

	Brought forward			R
17	Glazed wooden casement window size 1450 x 1650mm high	No	1	
18	Glazed wooden casement window size 1600 x 600mm high	No	1	
19	Glazed wooden casement window size 2150 x 1650mm high	No	2	
20	Glazed wooden casement window size 2450 x 1650mm high	No	2	
21	Glazed wooden casement window size 2950 x 1650mm high	No	1	
22	Framed and glazed shower door size 900 x 1900mm high	No	2	
23	Timber single door and steel frame not exceeding 2,5m²	No	6	
24	Timber double door and wooden frame exceeding 2,5m² and not exceeding 5m²	No	2	
25	Louvred timber double door and wooden frame exceeding 2,5m² and not exceeding 5m²	No	1	
26	Glazed steel shopfront with clear glass size, 2 000 x 2 400mm high	No	2	
27	Glazed steel shopfront with clear glass size, 1500 x 2100mm high	No	1	
28	Glazed steel shopfront with clear glass size, 1800 x 2400mm high	No	4	
29	Glazed timber shopfront with obscured georgian glass size, 2 970 x 2 550mm high	No	1	
30	Glazed timber shopfront with clear glass size, 3 000 x 2 550mm high	No	1	
31	Glazed aluminium fixed panel size, 6 600 x 960mm on drywall partitions	No	2	
32	Glazed aluminium fixed panel size, 8 800 x 960mm above drywall partitions	No	1	
	Carried forward			R

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				R
	Brought forward			
33	Manually operated roller shutter door size 3000 x 4120mm high complete	No	1	
	Taking down and removing roofs, floors, panelling, ceilings, partitions, etc			
34	SA pine tongue and groove ceilings including cornices, timber brandering, etc	m2	162	
35	Gypsum plasterboard ceilings including cornices, timber brandering, etc	m2	278	
36	Raised timber floor size 1 700 x 2 800 x 300mm high overall	No	1	
37	Drywall partitioning 2.6m high including doors, ironmongery, glazed borrowed lights, etc.	m	5	
38	Drywall partitioning 3.6m high including doors, ironmongery, glazed borrowed lights, etc.	m	23	
39	Glazed aluminium shopfront with sidelights and double door size 1 600 x 2 010mm high from drywall partition	No	1	
	Taking out and removing sundry joinery work, fittings, etc			
40	Strip bedroom jounery fittings complete	m	3	
41	Strip existing kitchen floor and wall joinery fittings complete	m	14	
42	Strip existing office floor and wall joinery fittings complete	m	12	
	Taking up and removing wood block floor coverings, vinyl floor coverings, carpets, etc and preparing screeds for new floor coverings			
43	Carpet tile floor covering	m2	58	
	Taking out/off and removing sundry metalwork			
44	Steel balustrades 1000mm high from concrete stairs, including making good finish	m	26	
	Carried forward			R

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REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

				R
	Brought forward			
45	Ventilating cowl and bricking off opening with brick lintels, making good plater and waterproofing	No	1	
	Hacking up/off and removing granolithic, screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screed, plaster, tile finishes, etc			
46	30mm Screed from floors	m2	239	
	Hacking up/off and removing ceramic tiles including removing mortar bed or adhesive from concrete or brickwork and preparing surfaces for new screed, plaster, tile finish, etc			
47	Tiles to floors	m2	239	
48	Tiles to walls	m2	74	
	Taking out and removing piping, sanitary fittings, etc, including cutting off as necessary, disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere)			
49	PVC piping not exceeding 50mm diameter	m	25	
50	PVC piping exceeding 50mm and not exceeding 100mm diameter complete with fittings, etc	m	17	
51	Cast iron piping exceeding 50mm and not exceeding 100mm diameter complete with fittings, etc	m	56	
52	Shower rose including terminating sewer and water supplies	No	2	
53	Stainless steel double bowl sink complete with mixer including terminating sewer and water supplies	No	2	
54	Vitreous china wash hand basin	No	2	
55	Vitreous china WC pan with cistern	No	4	
56	Vitreous china wall hung urinal with flush valve	No	2	
	Carried forward			R

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					R
	Brought forward				
	Sundries				
57	Cutting toothings and bonding new brickwork to existing	m2	20		
58	Chasing existing brick walls exceeding 50mm and not exceeding 150mm diameter for uPVC pipes	m	22		
59	Chasing existing concrete floors exceeding 50mm and not exceeding 150mm diameter for uPVC pipes	m	46		
	OPENINGS THROUGH EXISTING WALLS, ETC				
	Breaking out for and forming openings through brick walls for new doors and frames including necessary precast concrete lintels and making good plaster on one side and into reveals and face brickwork on other side and into reveals and with concrete thresholds with steel trowelled finish (new doors and frames and making good paintwork elsewhere)				
60	Opening for casement window size 490 x 790mm high overall through one brick wall	No	3		
61	Opening for casement window size 1470 x 790mm high overall through one brick wall	No	1		
62	Opening for casement window size 1950 x 1300mm high overall through one brick wall	No	2		
63	Opening for single door with steel frame 1100 x 2200mm high overall through one brick wall	No	6		
64	Opening for double door size 1500 x 2400mm high overall through one brick wall	No	1		
65	Opening for double door with steel frame 1600 x 2032mm high overall through one brick wall	No	2		
66	Opening for passage way 1000 x 2100mm high overall through one brick wall and making good plaster in patches on narrow widths	No	1		
	MAKING GOOD OF FINISHES, ETC				
	Carried forward				R

	Brought forward			R
	Making good cement screeds			
67	25mm Thick on floors in patches	m2	214	
	Making good internal cement plaster			
68	Walls in patches	m2	19	
	BUILDING UP OPENINGS			
	Brickwork of NFP bricks in class II mortar			
69	Half brick walls	m2	4	
70	One brick walls	m2	34	
	Carried forward to summary of section No. 2			R

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REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

Item No		Unit	Quantity	Rate	Amount

SECTION NO. 2

BILL NO 2

EARTHWORKS

For preambles refer to the "Architectural Specification"

SUPPLEMENTARY PREAMBLES

Nature of ground

A geotechnical report has been carried out on the site and the report is annexed to these bills of quantities. The Dolomite stability footprint investigation for the project indicates that the site is underlain by chert-rich dolomite. In this specific area the dolomite bedrock is generally shallow with the presence of dolomite residuum near surface and above dolomite rock. The above material are to be classified as earth

Subterranean water

No subterranean water is expected

The water table is expected at approximately 40m below natural ground level. The removal of subterranean water is given separately

Excavation for working space in rock

Notwithstanding clause 11 page 8 of the Standard System of Measuring Building Work, excavation for working space in rock will be measured in cubic metres to the extent executed and given as "extra over" bulk excavation or trench and hole excavation as the case may be

Carting away of excavated material

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site

Carried forward R

	Brought forward			R
	Filling			
	Notwithstanding the reference to prescribed multiple handling in clause 1 page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any necessary multiple handling of material			
	Testing			
	Prices for filling are to include for all necessary density tests in accordance with SABS 1200D			
	Classification of excavated material			
	Filling over site shall be spread, levelled, watered and consolidated in layers not exceeding 300mm			
	Filling under floors and backfilling to excavations shall be suitable inert material, free from clay, vegetable matter, large stones, etc., having a maximum plasticity index of 10, spread, levelled and compacted to a density of 93% Mod. AASHTO			
	EXCAVATION, FILLING, ETC			
	Excavation in earth not exceeding 2m deep			
1	Trenches	m3	3	
2	Holes	m3	5	
	Extra over all excavations for carting away			
3	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	5	
	Risk of collapse of excavations			
4	Sides of trench and hole excavations not exceeding 1.5m deep	m2	10	
	Keeping excavations free of water			
5	Keeping excavations free of water other than subterranean water		Item	
	FILLING ETC			
	Carried forward			R

	Brought forward			R
	Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density			
6	Backfilling to trenches, holes, etc	m3	2	
	Filling of G7 material supplied by the contractor compacted to 95% Mod AASHTO density)			
7	Under floors, steps, pavings, etc	m3	1	
8	Backfilling to trenches, holes, etc	m3	4	
	Compaction of surfaces			
9	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density	m2	29	
	SOIL POISONING, ETC			
	Soil insecticide			
10	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	29	
11	To bottoms and sides of trenches etc	m2	8	
	Carried forward to summary of section No. 2			R

Section No. 2
Bill No. 2
EARTHWORKS (PROVISIONAL)
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

Item No		Quantity	Rate	Amount

SECTION NO. 2

BILL NO 3

CONCRETE, FORMWORK AND REINFORCEMENT

For preambles refer to the "Architectural Specification"

SUPPLEMENTARY PREAMBLES

Cost of tests

The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the principal agent. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the principal agent. (Test cubes are measured separately)

Formwork

Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use

The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself

Formwork to soffits of solid slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described

Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described

Carried forward R

				R
	Brought forward			
	UNREINFORCED CONCRETE CAST ON/IN FORMWORK			
	25MPa/19mm concrete			
1	Steps, shower floors, urinal steps, cupboard platforms, etc.	m3	1	
	REINFORCED CONCRETE CAST IN/ON FORMWORK			
	30MPa/19mm concrete			
2	Strip footings	m3	3	
3	Bases	m3	2	
4	Surface beds	m3	2	
5	Surface beds cast to falls	m3	2	
6	Stairs including landings, beams and inverted beams	m3	6	
7	Vanity slabs, cupboard slabs, cover slabs, etc	m3	1	
	TEST BLOCKS			
8	Making and testing 150 x 150 x 150mm concrete strength test cube	No	15	
	CONCRETE SUNDRIES			
	Finishing top surfaces of concrete smooth with a steel trowel			
9	Surface beds, slabs, etc	m2	1	
	Finishing top surfaces of concrete smooth with a wood float			
10	Surface beds, slabs, etc	m2	15	
	Bush-hammering of concrete surfaces to expose aggregate including bonding liquid			
11	Surface beds	m2	15	
	Carried forward			R

	Brought forward			R
	Drilling through existing concrete			
12	Drill through existing concrete surface beds for and installing new 12mm diameter dowels (dowels elsewhere) approximately 400mm long into side of existing surface beds including filling holes with approved chemical epoxy	No	27	
	MOVEMENT JOINTS ETC			
	"Jointex" or similiar approved isolation joints with 10mm closed cell expanded polyethylene between vertical concrete and brick surfaces			
13	Not exceeding 300mm wide through floors	m	2	
	Saw cut joints			
14	3 x 40mm Saw cut joints in top of concrete	m	4	
	ROUGH FORMWORK (DEGREE OF ACCURACY III)			
	Rough formwork to soffits			
15	Slabs	m2	1	
	Boxing in special formwork to form			
16	25 x 25mm Chamfer along top or bottom edge	m	9	
	REINFORCEMENT			
	High tensile and mild steel reinforcement			
17	All diameter bars	t	1.58	
	Fabric reinforcement			
18	Type 193 fabric reinforcement in concrete surface beds, slabs, etc	m2	32	
	Carried forward to summary of section No. 2			R

Item No			Quantity	Rate	Amount
	SECTION NO. 2				
	BILL NO 4				
	MASONRY				
	For preambles refer to the "Architectural Specification"				
	SUPPLEMENTARY PREAMBLES				
	BRICKWORK				
	Sizes in descriptions				
	Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick				
	Hollow walls				
	Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole				
	Bagged and sealed walls				
	Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats bitumen emulsion waterproofing coating				
	FOUNDATIONS				
	Brickwork of NFP bricks in class II mortar				
1	One brick walls	m2	11		
2	330mm brick walls	m2	1		
	SUPERSTRUCTURE				
	Brickwork of NFP bricks in class II mortar				
3	Half brick walls	m2	96		
	Carried forward			R	

	Brought forward			R
4	One brick walls	m2	42	
	2,5mm Brickwork reinforcement			
5	75mm Wide reinforcement built in horizontally	m	366	
6	150mm Wide reinforcement built in horizontally	m	156	
	Prestressed fabricated concrete lintels including necessary temporary supports			
7	110 x 75mm Lintels in lengths not exceeding 3m	m	71	
8	110 x 75mm Lintels in lengths exceeding 3m not exceeding 4.5m	m	7	
	Galvanised hoop iron cramps, ties, etc			
9	40 x 1.6mm "eCo Tibond" continuous mild steel lug system with one end shot pinned to concrete and other end built into brickwork	m	55	
	Galvanised "Mentis Flatex" 362/VEM 6280E expanded mesh, etc fixed with and including "Hilti" or similar nails around walls			
10	**On walls**	m2	13	
	FACE BRICKWORK			
	Semi face bricks pointed with flush horizontal and vertical joints to match existing			
11	Extra over brickwork for semi-face brickwork	m2	18	
12	Extra over brickwork for brick-on-flat header course band	m	17	
13	Extra over brickwork for brick-on-edge header course band	m	4	
	Carried forward to summary of section No. 2			R

Section No. 2
Bill No. 4
MASONRY
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

Item No			Quantity	Rate	Amount
	SECTION NO. 2				
	BILL NO 5				
	WATERPROOFING				
	For preambles refer to the "Architectural Specification"				
	SUPPLEMENTARY PREAMBLES				
	Waterproofing				
	Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs				
	DAMPPROOFING OF WALLS AND FLOORS				
	One layer of 375 micron Hyperlastic Orange waterproof sheeting sealed at laps with Superstik tape				
1	Under surface beds	m2	15		
	Two coats Brixeal bitumen emulsion waterproof coating				
2	On concrete floors	m2	6		
3	On brick walls	m2	35		
	Carried forward to summary of section No. 2			R	

Item No			Quantity	Rate	Amount
	SECTION NO. 2				
	BILL NO 6				
	CARPENTRY AND JOINERY				
	For preambles refer to the "Architectural Specification"				
	SUPPLEMENTARY PREAMBLES				
	Fixing				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere				
	FLOORS ETC				
	Marine plywood shutter boarding screwed to purlins (purlins elsewhere) with and including countersunk screws at 300mm centres				
1	22mm boards on floors	m2	24		
	SKIRTINGS ETC				
	"Medium density fibreboard"				
2	25 x 100mm Skirtings with 10 x 10mm chamfer, plugged	m	290		
	DOORS ETC				
	Solid core hardboard faced flush door prime-coated with masonite finish on both sides and concealed hardwood edge, hung to aluminium frame (frame elsewhere)				
3	44mm Thick door 813 x 2032mm high	No	11		
	Carried forward			R	

	Brought forward			R
4	Cutting opening on a door for louvre unit size 260 x 150mm high (louvre elsewhere)	No	2	
	Solid core double slatted wood half hour fire rates hardboard faced flush door prime-coated with masonite finish on both sides and concealed hardwood edge, hung to aluminium frame (frame elsewhere)			
5	44mm Thick door 813 x 2032mm high	No	8	
	FRAMED FRAMES ETC			
	Wrought softwood			
6	105 x 50mm Frames, plugged	m	117	
	FITTINGS ETC			
	Wrot meranti			
7	Bench of 45 x 45mm slatted wood fixed to an including framed steel subframe size 450mm wide x 1000mm long securely fixed onto walls and floors with and including anchor bolts	No	1	
8	Bench of 45 x 45mm slatted wood fixed to an including framed steel subframe size 450mm wide x 1700mm long securely fixed onto walls and floors with and including anchor bolts	No	1	
	Carried forward to summary of section No. 2			R

Section No. 2
Bill No. 6
CARPENTRY AND JOINERY
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

Item No			Quantity	Rate	Amount
	SECTION NO. 2				
	BILL NO. 7				
	FLOOR COVERINGS, WALL LININGS, ETC				
	SUPPLEMENTARY PREAMBLES				
	NOTE: Tenderers are advised to study the Architectural Specification Package annexed to these bills of quantities				
	TRADE NAMES				
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior written approval from the Architect				
	Fixing				
	Floor coverings, wall linings, etc shall, where applicable, be fixed with adhesive as recommended by the manufacturers of the flooring, linings, etc				
	FLOOR TILES AND SHEETING				
	3.2mm Heavy duty vinyl floor tiles size 300 x 300 mm				
1	To floors	m2	104		
	CARPETING, ETC				
	600 x 600 x 8mm Thick "Belgotex Equinox" colour "Taurus" or similar approved heavy duty carpet tiles fixed with and including "GRIPiT V10" or similar approved pressure sensitive acrylic flooring adhesive as per architectural drawings and specifications issued with this bills of quantities.				
2	On floors	m2	317		
	Carried forward			R	

	Brought forward			R
	SUNDRIES			
	Stainless steel edge protectors, stair nosings, expansion joint strips, etc			
3	10 x 12mm stainless steel cover strip at intersection of carpet and tiles	m	14	
	Carried forward to summary of section No. 2			R

Section No. 2
Bill No. 7
FLOOR COVERINGS, WAL LININGS, ETC
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

Item No			Quantity	Rate	Amount
	SECTION NO. 2				
	BILL NO. 8				
	CEILINGS, ETC				
	NOTE: Tenderers are advised to study the Architectural Specification Package annexed to these bills of quantities				
	SUPPLEMENTARY PREAMBLES				
	TRADE NAMES				
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior written approval from the Architect				
	SUSPENDED CEILINGS				
	9.5mm Gyproc horizontal suspended gypsum plasterboard ceilings on screw-up hot-dipped galvanised tee suspension grid including hangers etc., with tape fixed over joints and the whole finished with gypsum plaster trowelled to a smooth polished surface				
1	Ceilings suspended not exceeding 1m below concrete soffits	m2	420		
2	300mm Wide horizontal bulkheads suspended not exceeding 1,0m below concrete soffits	m	11		
3	600mm Wide horizontal bulkheads suspended not exceeding 1,0m below concrete soffits	m	17		
4	100mm High vertical bulkheads suspended not exceeding 1m below concrete soffits	m	38		
5	Extra over ceiling for opening for 72mm diameter down lighter	No	36		
	Carried forward			R	

				R
	Brought forward			
6	Extra over ceiling for opening for 170mm diameter downlighter	No	62	
	"Gyproc" gypsum plasterboard cornices			
7	75mm Coved cornices	m	287	
	1200 x 600 x 19mm OWAcoustic gypsum square edged ceiling panels on OWAConstruct S3 demountable butt-cut T24 suspension system or equivalent including main and cross tees, necessary hangers, grids, etc			
8	Ceilings suspended not exceeding 1m below concrete soffits	m2	130	
9	Extra over ceiling for opening for 72mm diameter down lighter	No	8	
10	Extra over ceiling for opening for 170mm diameter down lighter	No	15	
	CEILING INSULATION			
	160mm Thick "Isotherm" or similar approved insulation laid in ceiling voids			
11	Insulation boarding in laid in ceiling void on ceiling boards including holes through boards, etc.	m2	337	
	PARTITIONS ETC			
	"Gyproc Rhinoboard" or similar approved 90mm thick drywall consisting of "Ultrasteel" studs positioned at 600mm centres fixed into 63mm wide top and bottom track clad on both sides with one 12.5mm thick standard taper edged "Rhinoboard" fixed with 45mm drywall screws at 220mm centres and all corners fixed with 25 x 25mm corner beads and all joints taped and jointed as per manufacturer's specifications including gypsum flush plaster both sides as a whole to both sides			
12	Partitions 2,7m high with bottom and top tracks plugged	m	37	
	Carried forward			R

	Brought forward			R
13	Extra over partition 2,7m high for vertical abutment	No	6	
14	Extra over partition 2,7m high for corner	No	3	
15	Extra over partition 2,7m high for stopped end	No	1	
16	Extra over partition 2,7m high for T-intersection	No	3	
17	Extra over partition for 44mm Thick door 813 x 2032mm high semi-solid core supawood faced horizontal grooved door prime-coated with masonite finish on both sides and concealed hardwood edge, complete with and including aluminium frame and hanging door frame	No	7	
	"Gyproc Rhinoboard" or similar approved 115mm thick drywall consisting of "Ultrasteel" studs positioned at 600mm centres fixed into 63mm wide top and bottom track clad on both sides with two 12.5mm thick standard taper edged "Rhinoboard" fixed with 45mm drywall screws at 220mm centres and all corners fixed with 25 x 25mm corner beads and all joints taped and jointed as per manufacturer's specifications including gypsum flush plaster both sides as a whole to both sides			
18	Partitions 4,56m high with bottom and top tracks plugged	m	11	
	"Gyproc Rhinoboard" or similar approved 170mm thick drywall consisting of "Ultrasteel" studs positioned at 600mm centres fixed into two 63mm wide top and bottom track clad on both sides with two 12.5mm thick standard taper edged "Rhinoboard" fixed with 45mm drywall screws at 220mm centres and all corners fixed with 25 x 25mm corner beads and all joints taped and jointed as per manufacturer's specifications including gypsum flush plaster both sides as a whole to both sides			
19	Partitions 4,56m high with bottom and top tracks plugged	m	22	
20	Extra over partition 4,56m high for vertical abutment	No	2	
	Carried forward			R

	Brought forward			R
21	Extra over partition 4,56m high for corner	No	2	
22	Extra over partition for window size, 2000 x 1200mm high type NWD07	No	1	
23	Extra over partition for door size, 1 540 x 2400mm high type NWD08 & NDW45	No	2	
	Carried forward to summary of section No. 2			R

Section No. 2
Bill No. 8
CEILINGS, PARTITIONS AND ACCESS FLOORING
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

Item No		Quantity	Rate	Amount

SECTION NO. 2

BILL NO 9

IRONMONGERY

For preambles refer to the "Architectural Specification"

SUPPLEMENTARY PREAMBLES

Proprietary items

Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items

Prices are to be based on the specific products/articles specified. If tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures etc clarifying the features of the products/articles offered

On request returnable samples are to be provided to the principal agent for consideration

Finishes to ironmongery

Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list:
BS Satin bronze lacquered
CH Chromium plated
SC Satin chromium plated
SE Silver enamelled
GE Grey enamelled
AN Anodised natural
AS Anodised silver
AB Anodised bronze
AG Anodised gold
ABL Anodised black
PB Polished brass
PL Polished and lacquered
PT Epoxy coated
SD Sanded

Carried forward R

	Brought forward			R	
	FIXING ONLY OF IRONMONGERY				
	HINGES, BOLTS, ETC				
	Fixing only of ironmongery to wooden doors				
1	WC indicator bolt with keep fixed to metal	No	10		
	LOCKS				
	Fixing only of ironmongery to wooden doors				
2	Cylinder mortice lockset	No	12		
	HANDLES				
	Fixing only of handles to wooden doors				
3	Rose handle set with escutcheon	No	12		
	PUSH PLATES AND KICK PLATES				
	Fixing only of push and kick plates to wooden doors				
4	200 x 400mm Push plate	No	4		
5	250 x 900mm Kick plate	No	10		
	LETTERS, NAMEPLATES, ETC				
	Fixing only of aluminium plates				
6	Anodised aluminium plate with male, female, etc symbol	No	5		
	SUNDRIES				
	Fixing only of ironmongery				
7	Door stop, plugged	No	19		
	DOOR CLOSERS, ETC				
	Carried forward			R	

	Brought forward			R	
	Fixing only of door closers to wooden doors				
8	Door closer to steel frame and timber door	No	5		
	PRIME COST AMOUNTS				
	Ironmongery				
9	Provide the prime cost amount of R38 000,00 (Thirty eight Thousand Rand) for supplying ironmongery to doors, bathroom fittings, etc	Item			38,000.00
10	Allow for taking delivery and temporary storing of ironmongery (fixing elsewhere)			%	
	Carried forward to summary of section No. 2			R	

Section No. 2
Bill No. 9
IRONMONGERY
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

Item No			Quantity	Rate	Amount
	SECTION NO. 2				
	BILL NO. 10				
	STRUCTURAL STEELWORK				
	NOTE: The tenderer is advised to study the Model Preambles for Trades (2008) before pricing this bill				
	SUPPLEMENTARY PREAMBLES				
	Descriptions **Descriptions of bolts shall be deemed to include nuts and washers** **Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete** **Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete**				
	STEEL COLUMNS AND BEAMS				
	Welded columns in single lengths with flat base, cap, bearer and connection plates, bolted to concrete				
1	152 x 152 x 23kg/m H-section columns	t	0.83		
	Welded beams in single lengths with flat bearer and connection plates, bolted to steel				
2	203 x 133mm x 30kg/m I-section beams	t	0.54		
3	203 x 203mm x 60kg/m I-section beams	t	0.79		
	PURLINS, GIRTS, BRACING, ETC				
	Purlins and girts bolted to steel				
4	100 x 75 x 20 x 2mm Lipped channel section purlins	t	0.31		
	BOLTS, ETC				
	Carried forward			R	

	Brought forward			R
	Holding down bolts and miscellaneous metalwork (supplied and fixed by the Contractor):			
5	M12 Chemset bolts 150mm long	No	76	
6	M12 GR 8.8 bolts and washer 80mm long	No	128	
7	M16 GR 8.8 bolts and washer 80mm long	No	40	
	PAINTING TO STRUCTURAL STEELWORK			
	SUPPLEMENTARY PREAMBLES			
	Paint coatings shall be applied to properly prepared surfaces The contractor must ensure that only materials as specified are used and applied			
	All paints and other materials to be used must be delivered to the project in the original sealed containers bearing the manufacturers labels with all the information necessary to ensure correct storage, safety and traceability			
	All coats in a given system shall be supplied by the same manufacturer unless directed otherwise			
	Thinning of paint materials, when necessary must only be carried out with the type of thinner and in the proportions recommended by the paint manufacturer			
	All work must be carried out under the supervision of an experienced supervisor			
	Carried forward			R

	Brought forward			R
	Prepare surface with mechanical wire brush to St3 and apply one coat Sigmazinc 19, one coat Sigmacover 280 primer to obtain a minimum dry film thickness of 50 micron shop applied, one intermediate coat sigma cover 456 to a minimum dry film thickness of 80 micron site applied and a final coat sigmadur 550 to obtain a minimum dry film thickness of 50 micron site applied, strictly in accordance with the manufacturers specifications and instructions			
8	General surfaces of structural steelwork	m2	68	
	Carried forward to summary of section No. 2			R

Section No. 2
Bill No. 10
STRUCTURAL STEEL
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

Item No		Quantity	Rate	Amount

SECTION NO. 2

BILL NO 11

METALWORK

For preambles refer to the "Architectural Specification"

SUPPLEMENTARY PREAMBLES

Descriptions of bolts, anchors, etc

Descriptions of bolts shall be deemed to include nuts and washers

Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete

Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described

Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres

Aluminium doors, windows, etc

Doors and windows shall comply with AAAMSA design criteria

Doors and windows shall be supplied with protective tape and plastic and shall be removed only once surrounding trades have been completed

The following certificates shall be provided prior to commencement of site work:

1 A copy of the relevant AAAMSA Performance Test Certificate from the manufacturer/contractor supplying the architectural aluminium product

2 A Certificate of Conformance confirming that anodising or powder coating has been processed in accordance with SANS 999 and SANS 1796 respectively

Carried forward R

	Brought forward			R
	3 A powder guarantee of not less than 15 years issued by the powder manufacturer. The specific conditions contained in this guarantee shall form part of the powder coating process			
	4 A Certificate of Conformance confirming that glazing has been installed in accordance with SANS 0137, ensuring that safety glazing materials have been installed in the mandatory areas and that each individual pane of safety glazing materials has been permanently marked			
	5 A warranty from the manufacturer of the laminated safety glass and/or hermetically sealed glazing units guaranteeing the products against delamination and colour degredation for a period of not less than five years			
	NATURAL ANODISED ALUMINIUM LOUVRE UNITS			
	Natura anodised aluminium louvre units screwed into wooden doors			
1	Louvre unit for 360 x 150mm high opening	No	2	
	ALUMINIUM DOORS, WINDOWS AND SHOPFRONTS			
	Design, supply and installation of purpose made extruded aluminium sections powder coated windows and glazing beads including 4mm obscure Smartglass safety glass to be sealed water and air tight all around, all complete as per architect's drawings and specifications			
2	Window size 490 x 790mm (RDW02, etc).	No	6	
	Carried forward			R

	Brought forward			R
	Design, supply and installation of purpose made extruded aluminium sections powder coated windows and glazing beads including 6.38mm Smartglass toughended safetyglass to be sealed water and air tight all around, all complete as per architect's drawings and specifications			
3	Window size 1100 x 1132mm (NWD37)	No	1	
4	Window size 1950 x 1132mm (NWD44)	No	1	
	Design, supply and installation of purpose made extruded aluminium sections powder coated windows a d doors and glazing beads including 6.38mm Smartglass toughended safetyglass to be sealed water and air tight all around, all complete as per architect's drawings and specifications			
5	Window size 490 x 790mm (NDW22/23)	No	5	
6	Window size 960 x 1090mm (NDW24/25)	No	2	
7	Window size 1100 x 3109mm	No	1	
8	Window size 1470 x 790mm (RWD01)	No	1	
9	Window size 1950 x 1300mm (RWD08)	No	1	
10	Window size 2050 x 600mm	No	5	
11	Window size 2050 x 1540mm (NDW42/43)	No	5	
12	Window size 2150 x 1650mm	No	2	
	Carried forward			R

	Brought forward				R
13	Single door size 880 x 2032mm (NWD38)	No	1		
14	Single door size 880 x 2089mm (NWD05)	No	1		
15	Double door size 1500 x 2032mm (NWD41)	No	1		
16	Double door size 1500 x 2400mm (NWD01)	No	1		
	Design, supply and installation of purpose made extruded aluminium sections powder coated curtain walls, shopfronts, doors and glazing beads including 6.38mm Smartglass toughended safetyglass to be sealed water and air tight all around, all complete as per architect's drawings and specifications				
17	Shopfront size 1728 x 2400mm (NWD14)	No	1		
18	Shopfront size 2918 x 2400mm (NWD02)	No	1		
19	Shopfront size 1728 x 2400mm (NDW13)	No	1		
	Design, supply and installation of automated purpose made extruded aluminium sections powder coated curtain walls, shopfronts, doors and glazing beads including 6.38mm Smartglass toughended safetyglass to be sealed water and air tight all around, all complete as per architect's drawings and specifications				
20	Shopfront size 3000 x 2400mm complete with electric opening mechanism with detector, lock, hardware, etc (RWD07)	No	1		
	SHOWER CUBICLE PANELS AND DOORS				
	Frameless toughened frosted glass shower cubicle panels and doors, including tile stops, patch fittings, sealing strips, etc, plugged to tiled walls and sealed with silicone sealant				
21	Fixed panel 900 x 2000mm high	No	2		
22	Fixed panel 1000 x 2000mm high	No	1		
	Carried forward				R

	Brought forward			R
23	L-shaped fixed panel 1800 x 2000mm high	No	2	
	BUILT-IN BRAAI UNIT			
	Megamaster or similar approved mild steel braai unit complete with flue system and cowl, etc			
24	1500mm deluxe unit complete with standard accessories, etc	No	1	
	Carried forward to summary of section No. 2			R

Section No. 2
Bill No. 11
METALWORK
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

Item No		Quantity	Rate	Amount

SECTION NO. 2

BILL NO 12

PLASTERING

For preambles refer to the "Architectural Specification"

SUPPLEMENTARY PREAMBLES

GRANOLITHIC

Method

The method to be used shall be either the monolithic method or the bonded method

Preparation

For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleed water shall be removed and the granolithic applied immediately thereafter. For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc is dislodged and swept clean of all loose matter. The slab shall then be wetted and kept damp for at least six hours before applying the granolithic

Mix

Granolithic shall attain a compressive strength of at least 41MPa. The coarse aggregate shall comply with SANS 1083 and shall generally be capable of passing a 10mm mesh sieve. Where the thickness of the granolithic exceeds 25mm, the size of the coarse aggregate shall be increased to the maximum size compatible with the thickness of the granolithic

Carried forward R

	Brought forward				R
	Panels				
	Granolithic shall be laid in panels not exceeding 14m² for monolithic finishes, not exceeding 9,5m² for bonded finishes and not exceeding 6m² for all external granolithic. Wherever possible, panels shall be square but at no time should the length of the panel exceed 1,5 times its width				
	Where possible joints between panels shall be positioned over joints in the floor slab and shall be at least 3mm wide through the full thickness of the finish, separated by strips of wood or fibreboard and finished with V-joints				
	Laying				
	Monolithic granolithic shall be applied to the partially set slab and thoroughly compacted and lightly wood floated to the required levels				
	Bonded granolithic shall be applied to the slab after applying a 1:1 sand-and-cement slurry brushed over the surface and allowed to partially set before applying the granolithic. The granolithic shall be throughly compacted and lightly wood floated to the required levels				
	After wood floating, the monolithic and bonded granolithic shall remain undisturbed until bleeding has ceased and the surface has stiffened. Any remaining bleed water and laitance shall then be removed and the surface steel trowelled or power floated				
	Curing, seasoning and protection				
	Granolithic shall be covered with clean hessian with waterproof building foil over and kept wet for at least seven days after laying				
	Colour				
	Coloured granolithic shall be tinted with an approved colouring pigment mixed into a true and even colour				
	SCREEDS				
	Screeds wood floated, on concrete				
1	30mm Thick on floors and landings	m2	239		
	Carried forward				R

	Brought forward			R
2	Average 40mm thick on floors and landings to falls	m2	6	
	INTERNAL PLASTER			
	Cement plaster steel trowelled, on brickwork			
3	On walls	m2	240	
4	On narrow widths	m2	21	
	EXTERNAL PLASTER			
	Cement plaster wood floated, on brickwork			
5	On walls	m2	13	
6	On narrow widths	m2	7	
	Carried forward to summary of section No. 2			R

Section No. 2
Bill No. 12
PLASTERING
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

Item No		Unit	Quantity	Rate	Amount
	SECTION NO. 2				
	BILL NO 13				
	TILING				
	SUPPLEMENTARY PREAMBLES				
	Fixing				
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding				
	Tiling described as "fixed with adhesive on power floated concrete" shall be deemed to include for approved tiling key-coat				
	Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts from the "Tal Professional" ("Ceresit Tylon") range of products as recommended by the manufacturer of the tiles				
	WALL TILING				
	480 x 480mm Mosaic tiles (PC R150/sheet supplied only) fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted waterproof grout				
1	On walls	m2	84		
2	On walls in isolated panels, splashbacks, etc	m2	7		
	FLOOR TILING				
	600 x 600mm "Mazista" code MTWK-254 light grey matt glazed porcelain tiles or similar approved fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted grout				
3	On floors and landings	m2	249		
	Carried forward			R	

	Brought forward			R
4	Skirting 100mm high	m	81	
5	On risers 200mm high	m	18	
6	On treads 250mm high	m	17	
	480 x 480mm Mosaic tiles (PC R150/sheet supplied only) fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted waterproof grout			
7	On floors laid to falls	m2	6	
	"Kirk Marketing" or similar approved aluminium corner protectors, stair nosings, expansion joint strips, etc			
8	Type AESE100.NA edge trims	m	184	
9	Type ATICP100.NA 30 x 30 x 1.3mm corner protectors	m	126	
10	Type ATIN100.N stair nosings	m	14	
11	Type AMJ100.08 single expansion joint strips with rubber inlay	m	36	
	Carried forward to summary of section No. 2			R

Section No. 2
Bill No. 13
TILING
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

Item No		Quantity	Rate	Amount

SECTION NO. 2

BILL NO 14

PLUMBING AND DRAINAGE

For preambles see "Model Preambles for Trades"

Contractor to read this bill in conjunction with all the relevant layouts, specifications and schedules, specifically:

Schedules: R[--]500, S[--]500,
Layouts: R[--]XXX series layouts, S[--]XXX series layouts
Specifications: R[--]700, S[--]700

SUPPLEMENTARY PREAMBLES

PVC-U pipes and fittings

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings

Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings

Stainless steel basins, sinks, wash troughs, urinals, etc.

Stainless steel for economy basins, domestic sinks, worktops and wash troughs shall be type 430 (17/0)

Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc shall be type 304 (18/8)

Stainless steel for laboratory sinks, photographic equipment, etc shall be type 316 (18/8)

Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable

Carried forward R

Brought forward R

Sealing of edges

Outer edges of sinks, basins, urinals, etc are to be sealed against adjacent surfaces with silicone approved by the **architect**

Copper pipes

Pipes shall be hard drawn and half-hard "Maksal" pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016

Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition

PVC-U pressure pipes and fittings

Pipes for water supply shall be of the class stated

Pipes of 50mm diameter and smaller shall be plain ended with solvent welded PVC-U loose sockets and fittings

Pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be PVC-U and all other fittings shall be cast iron, all with similar push-in type joints

HDPE (high density polyethylene) pipes and fittings

Pipes and fittings are to be manufactured by "Geberit" or similar approved manufacturer

Pipes shall be deemed to include electroweld sockets and expansion sockets

Pipework shall be flood tested and results documented prior to and after ceiling grids are installed

Carried forward R

Brought forward

R

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 63mm, only the largest end or branch size is given. Should the **contractor** wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm, all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc, casting in, building or suspending not exceeding 1m below suspension level

Chases for pipes in walls are to be neatly cut by means of an angle grinder prior to the application of the wall finish

Disinfection of water pipework

All water pipework is to be disinfected in accordance with SANS 1200L (provision for allowance for disinfection elsewhere)

Paper wrapping to pipes

Pipes chased into brickwork must be wrapped with two layers of stout brown paper tied with wire. Rates are to include for wrapping around joints and fittings

General

Descriptions of cast iron roof outlets shall be deemed to include joints to pipes and casting into concrete

Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 95% Modified AASHTO density and disposal of surplus material on site

Descriptions of copper service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc and to steel pipes

Carried forward

R

Brought forward			R
Descriptions of wc pans, slop hoppers, etc shall be deemed to include for joints to soil pipes (pan connectors separately measured)			
Excavations			
No claim for rock excavation will be entertained unless the contractor has timeously notified the principal agent thereof prior to backfilling			
"Hard rock" shall be granite or very hard material, the removal of which necessitates the use of explosives			
Laying, backfilling, bedding, etc. of pipes			
Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions			
Where no manufacturers' instructions exist, pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SANS 1200L : Medium-pressure pipelines SANS 1200LD : Sewers SANS 1200LE : Stormwater drainage			
Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SANS 1200DB : Earthworks (Pipe trenches)			
Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SANS 1200LB : Bedding (Pipes)			
Unless otherwise described bedding of rigid pipes shall be class B bedding			
Pipe brackets			
All pipe support clamps for drainage and water pipes are to be sound absorbing SBR/EBPM rubber lined clamps			
Provisional quantities			
The quantities in this bill are provisional and will be re-measured on completion of the **contract** and valued at bill rates			
Carried forward			R

	Brought forward			R
	As-built drawings			
	Where required, the **subcontractor** shall at all times keep an updated set of "as-built" drawings. At completion of the **contract** the **subcontractor** shall hand these drawings to the **principal agent** for reproducing onto the originals for handing over to the employer (provision for allowance of as-built drawings elsewhere)			
	The contractor is to ensure that all relevant documentation and design intent has been priced for. The contractor is to add priced and quantified line items to the bills of quantities of any and all equipment they deem to have been missed that is apparent on the accompanying tender documentation			
	The contractor is to review the green star specification and pick up all the line items and requirements they feel have been missed in the bills of quantities			
	SANITARY FITTINGS, ETC			
	"Franke Quinline" or similar approved			
1	Double sink with single dryer	No	1	
2	Double sink with double dryer	No	1	
	"Lecico Bordo" or similar approved			
3	Counter top basin code: CTOP024	No	10	
	"Lecico Atlas" or similar approved			
4	Wall mounted urinal code: FS1296193 complete with fitments	No	6	
5	Wall mounted urinal divider code: FS17262B complete with fitments	No	3	
6	Raised close coupled pan, seat and cistern with side lever complete with pan connector, angle stop valve, etc	No	1	
	Carried forward			R

				R
	Brought forward			
	"Lecico Malaga" or similar approved			
7	Close coupled pan, seat and cistern with push button complete with pan connector, angle stop valve, etc	No	8	
	WASTE UNIONS ETC			
	"Lecico Neon" or similar approved			
8	32mm CP "Grab+Go" basin waste union	No	9	
	TRAPS ETC			
	"Lecico Neon" or similar approved			
9	Chromium plated bottle trap	No	18	
	TAPS, VALVES, ETC			
	"Cobra" or similar approved			
10	FJ8.102CP Flushmaster Urinal flush valve	No	12	
11	"Blue Indice" long lever elbow action pillar tap swith flexible connection hoses with swivel outlet	No	1	
	"Hansgrohe" or similar approved			
12	"Talis S2 Variarc" sink mixer mixer code: 14863003 CP with flexible connection hoses with swivel outlet	No	2	
13	"Talis E" basin mixer code: 71702003 with flexible connection hoses with swivel outlet	No	10	
14	"Talis E" shower mixer code: 71766000	No	5	
15	"Crometta 85" shower head/rose code: HGSH284230	No	5	
16	"E" 390mm shower arm code: 27446000	No	5	
	SANITARY PLUMBING			
	HDPE PE100 sewer and drain pipes butt welded			
17	50mm Pipes chased into brickwork	m	78	
	Carried forward			R

	Brought forward			R
18	110mm Pipes	m	54	
	Extra over for pre-manufactured HDPE electrofusion fittings			
19	50mm BSP adaptor	No	20	
20	50mm Access bend	No	28	
21	110mm Access bend	No	6	
22	110mm Access bent pan connector	No	8	
	WATER SUPPLIES			
	Class 0 copper pipes with capillary couplings			
23	15mm Pipes chased into brickwork including brown paper lagging	m	75	
24	22mm Pipes chased into brickwork including brown paper lagging	m	129	
	General copper compression fittings			
25	15mm Fittings	No	171	
26	22mm Fittings	No	104	
	ELECTRIC WATER HEATERS			
	"Kwikot" or similar approved			
27	150 Litre "Econoflo Dual 600" 3 kW floor/wall mounted electric water heater	No	2	
28	1600 x 610mm "GSTP-1650" polypropylene geyser drip tray	No	2	
	BATHROOM FITTINGS			
	Manufactured by "Railman" or similar approved			
29	32mm "SR2" 304 stainless steel back grab rail 750mm long, plugged	No	1	
	Carried forward			R

	Brought forward			R
30	32mm "DL2" stainless steel side grab rail 900mm long with two flanges, plugged	No	1	
	"Serra" or similar approved			
31	"Nox 3" stainless steel soap dispenser	No	10	
32	"Matix Plus 2" stainless steel towel dispenser	No	9	
33	" Disposor Slimline" stainless steel towel bin	No	8	
34	" Rol TR3" toilet roll holder	No	10	
	Carried forward to summary of section No. 2			R

Section No. 2
Bill No. 14
PLUMBING AND DRAINAGE
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

Item No		Unit	Quantity	Rate	Amount
	SECTION NO. 2				
	BILL NO 15				
	GLAZING				
	NOTE: Tenderers are advised to study the Architectural Specification Package annexed to these bills of quantities				
	SUPPLEMENTARY PREAMBLES				
	TRADE NAMES				
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior written approval from the Architect				
	MIRRORS, ETC				
	5mm Standard type high quality reflective finish glass mirrors with polished edges suitable for bathroom applications complete with and including secret fixing to specialist design for approval by the architect prior to installation set flush with the wall finish as per architectural drawings and specifications issued with this bills of quantities.				
1	600 x 1300mm High mirror	No	3		
2	700 x 1300mm High mirror	No	2		
3	990 x 1300mm High mirror	No	1		
4	1590 x 1300mm High mirror	No	1		
5	1770 x 1300mm High mirror	No	1		
	Carried forward to summary of section No. 2			R	

Item No			Quantity	Rate	Amount
	SECTION NO. 2				
	BILL NO 16				
	PAINTWORK				
	For preambles refer to the "Architectural Specification"				
	SUPPLEMENTARY PREAMBLES				
	COLOURS				
	Unless otherwise described all paintwork shall be deemed to have a colour value in excess of 7 on the Munsell system in accordance with SANS 1091				
	PAINTWORK ETC ON EXISTING WORK				
	ON INTERNAL FLOATED PLASTER SURFACES				
	One coat "Dulux Ecosure" plaster primer and two coats "Dulux Ecosure Silk" mid sheen paint				
1	On internal walls and columns	m2	627		
	ON EXTERNAL FLOATED PLASTER SURFACES				
	One coat "Dulux Ecosure" plaster primer and two coats "Dulux Ecosure 100" low sheen paint				
2	On external walls	m2	15		
	ON METAL				
	One coat "Dulux Ecosure" plaster primer and two coats "Dulux Ecosure Silk" mid sheen paint				
3	Doors	m2	30		
4	Door frames	m2	13		
5	Windows	m2	116		
	Carried forward			R	

	Brought forward			R
	PAINTWORK ETC TO NEW WORK			
	ON INTERNAL FLOATED PLASTER SURFACES			
	One coat "Dulux Ecosure" plaster primer and two coats "Dulux Ecosure Silk" mid sheen paint			
6	On internal walls and columns	m2	78	
	ON EXTERNAL FLOATED PLASTER SURFACES			
	One coat "Dulux Ecosure" plaster primer and two coats "Dulux Ecosure 100" low sheen paint			
7	On external walls	m2	23	
	ON PLASTERBOARD SURFACES			
	One coat "Dulux Ecosure" plaster primer and two coats "Dulux Ecosure Silk" mid sheen paint			
8	On partitions	m2	452	
	One coat "Dulux Ecosure" plaster primer and two coats "Dulux Ecosure" Matt paint			
9	On ceilings and cornices	m2	397	
	ON METAL SURFACES			
	One coat "Dulux Ecosure" plaster primer and two coats "Dulux Ecosure 100" low sheen paint			
	ON WOOD SURFACES			
	Two coats "Dulux Woodgard Timbavarnish" water based alkyd varnish			
10	On doors	m2	64	
11	On door frames	m2	34	
	Carried forward			R

	Brought forward			R
12	Open slatted shelves, seats, etc of 45 x 45mm slats at 20mm centres (both sides measured over the full flat area)	m2	2	
	One coat "Dulux Ecosure" water based undercoat and two coats "Dulux Ecosure" water based eggshell enamel paint			
13	Skirtings, rails, etc not exceeding 300mm girth	m	103	
	Carried forward to summary of section No. 2			R

Section No. 2
Bill No. 16
PAINTWORK
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

Item No		Quantity	Rate	Amount

BILL NO 17

PROVISIONAL AMOUNTS FOR SELECTED SUBCONTRACT WORK

For preambles refer to the "Architectural Specification"

SUPPLEMENTARY PREAMBLES

Provisional amounts

All provisional amounts are net and include for delivery to site of all articles concerned

Profit

Where stated, the contractor may allow for profit if required

General attendance on selected subcontractors

The item "Attendance" which follows each provisional sum for selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the selected subcontractors, the following:

1. The services as set out in clause B9 of the Preliminaries

2. Hoisting of the **selected subcontractor's material** in batches that can be handled by the **contractor's** hoist or crane during normal working hours

3. Making good in all trades and cleaning down and removal of rubbish on completion

Preliminaries

The contractor is referred to the Preliminaries for further amplification of "Prime Cost Amounts and Provisional Amounts"

SELECTED SUBCONTRACT WORK

Carried forward R

	Brought forward		R	
	Balustrading			
1	Provide the sum of R40,000 for balustrading	Item		40,000.00
2	Overheads and profit		%	
	Control room equipment and joinery			
3	Provide the sum of PS R1, 900, 000.00 for control room equipment and joinery	Item		1,900,000.00
4	Overheads and profit		%	
	Fire services and signage			
5	Provide the sum of PS R68, 000.00 for fire services and signage	Item		68,000.00
6	Overheads and profit		%	
	ICT			
7	Provide the sum of PS R150, 000.00 for ICT	Item		150,000.00
8	Overheads and profit		%	
	Sound proof ceiling panels			
9	Provide the sum of R200,000 for sound proof ceiling panels	Item		200,000.00
10	Overheads and profit		%	
	Vanity slabs			
11	Provide the sum of PS R30,000 for vanity slabs	Item		30,000.00
12	Overheads and profit		%	
	Carried forward to summary of section No. 2		R	

Section No. 2
Bill No. 17
PROVISIONAL SUMS
REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION

SECTION SUMMARY - BUILDING WORKS: CONTROL ROOM AND RECREA

Bill No		Page No	Amount
1	ALTERATIONS	208	
2	EARTHWORKS (PROVISIONAL)	211	
3	CONCRETE, FORMWORK AND REINFORCEMENT	214	
4	MASONRY	216	
5	WATERPROOFING	217	
6	CARPENTRY AND JOINERY	219	
7	FLOOR COVERINGS, WAL LININGS, ETC	221	
8	CEILINGS, PARTITIONS AND ACCESS FLOORING	225	
9	IRONMONGERY	228	
10	STRUCTURAL STEEL	231	
11	METALWORK	236	
12	PLASTERING	239	
13	TILING	241	
14	PLUMBING AND DRAINAGE	249	
15	GLAZING	250	
16	PAINTWORK	253	
17	PROVISIONAL SUMS	255	

Carried to final summary R

Section No. 2
REFURBISHMENT OF STELLENBOSCH FIRE STATION
CONTROL ROOM & STAFF RECREATION

SECTION 3 - ELECTRICAL/MECHANICAL BOQ

ITEM	DESCRIPTION	UNIT	QTY	UNIT RATE		TOTAL
				MATERIAL	LABOUR	
1	**SECTION 1 - MAIN LV DISTRIBUTION**					
1.1	**Supply, install Test and Commission Main LV Panel. Include Cable Terminations.**					
1.1.1	Manufacture new Main DB and include generator change over controls	sum	1	60 000,00		60 000,00
1.1.2	Server room UPS DB	sum	1	25 000,00		25 000,00
1.1.3	Recreational DB	sum	1	12 500,00		12 500,00
1.1.4.	Temporary Control Room works	sum	1	50 000,00		50 000,00
1.2	**LV Cabling:**					
1.2.1	Rates to include for supply, delivery and installation, but excluding trenching, terminations, joints and cable supports for PVC/SWA 600/1000V copper cables laid in trenches, installed in sleeves, fixed on surface and laid on trays:					
1.2.1.1	35mm2 x 4-core + Earth - PVC-ECC - SWA cable.	m	150			
	16mm2 x 4-core + Earth - PVC-ECC - SWA cable.	m	50			
1.2.1.2	Cable Trenching	sum	1	25 000,00		25 000,00
1.2.2	Cable Terminations:					
1.2.2.1	35mm2 x 4-core + Earth - PVC-SWA cable.	ea	8			
1.2.2.2	16mm2 x 4-core + Earth - PVC-SWA cable.	ea	8			
1.2.3	Bare copper earth conductors installed with cables and drawn into conduits with PVC conductors as specified in the Specification, including terminations:					
1.2.3.1	10mm2.	m	50			
1.2.3.2	Earth Bar for clean earth - 500x10	ea	2			
	Earth Spike for clean earth 1.2m with clamp	ea	2			
1.3	**Electrical Design Contingency**					
	Contingency for unforeseen electrical items	sum	1	100000,00		100000,00

ITEM	DESCRIPTION	UNIT	QTY	UNIT RATE		TOTAL
				MATERIAL	LABOUR	
1.3.1	Approved galvanised Wire Mesh Cable trays suspended from purlins & trusses or suspended from concrete slabs by means of threaded rods or similar approved method. price to include hangers, offsets, "T"-pieces,"X-over" pieces and all fixings as per drawings:					
1.3.1.3	300mm wide.	m	20			
1.4	**TOTAL FOR SECTION 1 - MAIN LV DISTRIBUTION (Carried forward to Summary of Electrical**					
2	**SECTION 2 - SMALL POWER**					
2.1	Supply and Install PVC conduit cast into concrete					
2.1.1	20mm.	m	0			
2.1.2	25mm.	m	0			
2.1.3	32mm.	m	100			
2.2	Supply and Install PVC conduit installed surface	m				
2.2.1	20mm.	m	0			
2.2.2	25mm.	m	800			
2.2.3	32mm.	m	0			
2.2.4	20mm.	m				
2.3	Supply and Install PVC conduit chased into brickwork					
2.3.1	20mm.	m	400			
2.3.2	25mm.	m	0			
2.3.3	32mm.	m	0			
2.4	Supply and Install Galvanised conduit fixed on surface:					
2.4.1	20mm.	m	0			
2.4.2	25mm.	m	100			
2.4.3	32mm.	m	0			
2.5	**Conduit Boxes:**					
	Conduit drawboxes, complete with covers fixed in chase in brickwork, including chasing. (Making good by others):					
2.5.1	60mm round x 25mm deep.	ea	0			
2.5.2	100 x 50 x 50mm.	ea	0			
2.5.3	100 x 100 x 50mm.	ea	50			
2.5.4	Galvanised draw-wires installed in conduits and cable sleeves.	m	0			
2.5.6	200mmX50mm Deep two compartment galvaniced duct installed in 200mm x x50mm slot shased in floor - duct to have carpet inlet on top - O-Line simelar or approved	m	20			
2.5.7	200mmX50mm Deep a slot chased in floor	m	20			
2,6	**Galvanised wiring trunking complete with all accessories, coverplates, and supports as indicated on drawings, suspended from slab, excluding conduit work and wiring, and with pre-punched openings for power outlets to specification:**					
2.6.1	P9000 (126 x 76mm).	m	20			
2.6.2	P8000 (76 x 76mm).	m	0			
2.6.3	P2000 - 1mm (42 x 42mm).	m	60			
2.6.4	P9000 Splayed distribution board entry:	m	0			
	90 bends:					
2.6.5	P9000 (126 x 76mm).	ea	0			
2.6.6	P8000 (76 x 76mm).	ea	0			
2.6.7	P2000 - 1mm (42 x 42mm).	ea	12			

ITEM	DESCRIPTION	UNIT	QTY	UNIT RATE		TOTAL
				MATERIAL	LABOUR	
	T-pieces:					
2.6.8	P9000 (126 x 76mm).	ea	0			
2.6.9	P8000 (76 x 76mm).	ea	0			
2.6.10	P2000 - 1mm (42 x 42mm).	ea	4			
	End caps:					
2.6.11	P9000 (126 x 76mm).	ea	0			
2.6.12	P8000 (76 x 76mm).	ea	0			
2.6.13	P2000 - 1mm (42 x 42mm).	ea	0			
2,7	**Cabling:**					
2.7.1	PVC insulated MVGP grade conductor drawn into conduit, wiring channel,trunking or powerskirting:					
	1.5mm2.	m	0			
	2.5mm2.	m	1200			
	4mm2.	m	0			
2.7.2	SABS approved Twin & Earth or equal approved cable laid on ceiling tiles or drawn into conduit chased into walls:					
2.7.2.1	2,5mm2 x 2-core.	m	800			
2.7.2.2	4mm2 x 2-core.	m	500			
2.7.2.3	4mm2 x 3-core.	m	500			
2.7.2.4	6mm2 x 3-core.	m	0			
2,8	Supply and install 2-compartment Cabstrut P801 Series 8 or equal powerskirting as specified, surface mounted on perimeter wall/partition, including all accessories, front covers, chassis punched holes and installation.					
2.8.1	Surface mounted.	m	25			
2.8.2	90 Bends.	ea	3			
2.8.3	End caps.	ea	8			
2.8.4	Data & telephone chassis & outlet plates.	ea	20			
2,9	Sockets Outlets					
	Supply and install Crabtree "Classic", or equal and approved 16A 3-pin single phase switched socket outlet, including installation and connection of the socket and switch assembly and white coverplate, including box as detailed below:					
2.9.1	New ZA switches socket outlet flush mounted	ea	18			
2.9.2	Standard single switches socket outlet flush mounted	ea	3			
2.9.3	Standard single switches socket outlet mounted in power skirting	ea	3			
2.9.4	Dedicated (Red) single switches socket outlet flush mounted	ea	0			
2.9.5	Dedicated (Red) single switches socket outlet mounted in power skirting.	ea	0			
2.9.6	Dedicated (Red) double switches socket outlet flush mounted	ea	0			
2.9.7	3 Pin Euro socket, mounted on Power Pole	ea	0			
2.9.8	Power Pole 6 meter	ea	0			
2.9.9	UPS (Blue) double switches socket outlet flush mounted	ea	0			
2.9.10	UPS (Blue) single switches socket outlet mounted on powerskirting	ea	12			
2.9.11	UPS (Blue) single switches socket outlet flush mounted	ea	0			
2.9.12	Pedestal	ea	0			
2,9,13	300x300 - Floor Box - Complete with 2 x UPS socket outlets, 2 x Data Outlets and 2 x Standard socket outlet - similar or equal approved - Oline	ea	14			
ITEM	DESCRIPTION	UNIT	QTY	UNIT RATE		TOTAL

				MATERIAL	LABOUR	
2.9.14	Data outlets, RJ45 complete with insert and cover plate	ea	50			
2.9.15	Multi Plug fixed with: 1x euro socket + 1x USB point + 1x normal single socket outlet	ea	0			
2,10	Supply and installation, including box and connection of isolator, but excluding connection from isolator to machine terminals:					
2.10.1	20A D.P. surface mounted.	ea	4			
2.10.2	20A T.P. surface mounted.	ea	4			
2.10.3	32A D.P. surface mounted.	ea	2			
2.10.4	32A T.P. surface mounted.	ea	0			
2.10.5	63A D.P. flush mounted.	ea	0			
2.10.6	63A T.P. surface mounted.	ea	0			
2.10.7	125A T.P. surface mounted.	ea	0			
2.10.8	Hand dryer point	ea	0			
2.10.9	HWC Isolator 32A DP	ea	2			
2.10.10	Industrial Socket Outlet	ea	0			
2,11	PVC covered flexible conduit for machine/appliance connections:					
2.11.1	25mm.	m	0			
2.11.2	Termination.	ea	0			
2.12.1	Striping of Existing Electrical Installation	m2	339			
2,14	**TOTAL FOR SECTION 2 - SMALL POWER (Carried forward to Summary of Electrical Bill)**					
3	**SECTION 3 - LIGHTING**					
3,1	Supply and Install PVC conduit cast into concrete					
3.1.1	20mm.	m	0			
3.1.2	25mm.	m	0			
3.1.3	32mm.	m	0			
3,2	Supply and Install PVC conduit installed surface	m				
3.2.1	20mm.	m	1500			
3.2.2	25mm.	m	0			
3.2.3	32mm.	m	0			
3,3	Supply and Install PVC conduit chased into brickwork					
3.3.1	20mm.	m	200			
3.3.2	25mm.	m	0			
3.3.3	32mm.	m	0			
3,4	Supply and Install Galvanised conduit fixed on surface:					
3.4.1	20mm.	m	0			
3.4.2	25mm.	m	0			
3.4.3	32mm.	m	0			
3,5	**Conduit Boxes:**					
	Conduit drawboxes, complete with covers fixed in chase in brickwork, including chasing. (Making good by others):					
3.5.1	60mm round x 25mm deep.	ea	171			
3.5.2	100 x 50 x 50mm.	ea	0			
3.5.3	100 x 100 x 50mm.	ea	0			

ITEM	DESCRIPTION	UNIT	QTY	UNIT RATE		TOTAL
				MATERIAL	LABOUR	
3,6	Supply and Install the following ducting, suspended from the steel trusses/soffit compete with splices & support brackets at 1800mm intervals					
3.6.1	200mm wide OBO	m	10			
3.6.2	200mm wide OBO Tray bend	ea	2			
3.6.3	200mm wide OBO Tray tee-piece	ea	10			
3.6.4	200mm wide OBO Hanger	ea	0			
3.6.5	200mm wide OBO end cap	ea	0			
3.6.6	100mm wide OBO	m	0			
3.6.7	100mm wide OBO Tray bend	ea	0			
3.6.8	100mm wide OBO end cap	ea	0			
3.6.9	100mm wide OBO Hanger	ea	0			
3,7	**Cabling:**					
	PVC insulated MVGP grade conductor drawn into conduit, wiring channel,trunking or powerskirting:					
3.7.1	1.5mm2.	m	4000			
3.7.2	2.5mm2.	m	0			
	SABS approved Surfix or equal approved cable laid on ceiling tiles or drawn into conduit chased into walls:					
3.7.3	2,5mm2 x 2-core.	m	500			
3,8	Outlets and Accessories					
3.8.1	16A 2 lever 1-way	ea	14			
3.8.2	Occupancy Sensor	ea	4			
3.8.3	16 1 Lever 2 Way	ea	8			
3.8.4	16A 1 lever 1-way with pilot light	ea	0			
3.8.5	5 Amp Socket Outlets	ea	20			
3,9	**Supply and Install the following Lights as indicated in the specifications and drawings:**					
3.9.1	Type B1 - BULKHEAD - BHR	ea	5			
3.9.2	Type D1 - DOWNLIGHT - DL HR ECO	ea	81			
3.9.3	Type D2 - DOWNLIGHT - DL D	ea	80			
3.9.4	Type F1 - LED TUBE - GL	ea	5			
3.9.5	Type T1 - DIFFUSED LED - T-BAR	ea	9			
3.9.6	Battery Back-up	ea	15			
3.9.7	External Lights	sum	1	22 000,00		22 000,00
3,1	**TOTAL FOR SECTION 3 - LIGHTING SYSTEM (Carried forward to Summary of Electrical Bill)**					
4	**SECTION 4 - CCTV, ACCESS CONTROL, PABX, FIRE ALARM AND INTRUDER ALARM (ELV SYSTEMS - CONTAINMENT ONLY SYSTEM BY OTHERS)**					
4,1	Supply and Install PVC conduit cast into concrete					
4.1.1	20mm.	m	0			
4.1.2	25mm.	m	50			
4.1.3	32mm.	m	50			
4,2	Supply and Install PVC conduit installed surface	m				
4.2.1	20mm.	m	0			
4.2.2	25mm.	m	1000			
4.2.3	50mm.	m	150			
4,3	Supply and Install PVC conduit chased into brickwork					
4.3.1	20mm.	m	0			
4.3.2	25mm.	m	200			
4.3.3	32mm.	m	0			
4,4	Supply and Install Galvanised conduit fixed on surface:					
4.4.1	20mm.	m	0			

ITEM	DESCRIPTION	UNIT	QTY	UNIT RATE		TOTAL
				MATERIAL	LABOUR	
4.4.2	25mm.	m	0			
4.4.3	32mm.	m	0			
4,5	**Conduit Boxes:**					
	Conduit drawboxes, complete with covers fixed in chase in brickwork, including chasing. (Making good by others):					
4.5.1	60mm round x 25mm deep.	ea	50			
4.5.2	100 x 50 x 50mm.	ea	30			
4.5.3	100 x 100 x 50mm.	ea	0			
4.5.4	Galvanised draw-wires installed in conduits and cable sleeves.	m	0			
4,6	Flush telephone board with 20mm block board backing					
4.6.1	600mm x 600mm x 150mm	ea	0			
4,7	**Standby Power**					
4.7.1	Supply and Install of three phase 20kVA UPS complete with 10 Mins Full Load Battery Back - up - True on line - double conversion	ea	1			
4.7.2	Access Control Readers	Sum	1	75 000,00		75 000,00
4,8	SUPPLY AND INSTALL AND COMMISSION OF FIRE DETECTION SYSTEM:					
4.8.1	ZP1 Loop Fire Panel	ea	1			
4.8.2	Batteries	ea	2			
4.8.3	Optical Smoke detector	ea	29			
4.8.4	Heat detector	ea	0			
4.8.5	Siren/Strobe Combination	ea	2			
4.8.6	Manual Call point	ea	3			
4.8.7	Line relays	ea	4			
4.8.8	PH30 Fire Resistant Cable	m	100			
4.8.9	Documentation	ea	1			
4.8.10	Programming and Commissioning	ea	1			
4,9	**TOTAL FOR SECTION 4 - ELV SYSTEMS (Carried forward to Summary of Electrical Bill)**					
5	**SECTION 5 - Air Conditioning**					
5.1						
5.1.1	**AC-1 and 2** AC Unit - Mid-Wall Split Inverter Type, Samsung Model AR18MSFHGWKNFA or Equal and Approved. Unit to be complete with matching outdoor condensing unit.	ea	2			
5.1.2	**AC-3** AC Unit - Cassette Split Inverter Type Samsung Model AC052JNNDEH or Equal and Approved. Unit to be complete with matching outdoor condensing unit.	ea	1			
5.1.3	**AC-4** AC Units - Ducted Split Inverter Type Samsung Model AC140JNNDEH or Equal and Approved. Unit to be complete with matching outdoor condensing unit.	ea	1			
5.1.4	Wall mounted controls for units - Wall Remote Included	ea	4		Included Above	
5.1.5	Indoor Unit Mounting Brackets/Hangers	ea	4		Included Above	
5.1.6	Outdoor Unit Mounting Accessories	ea	4		Included Above	
5.1.7	Refrigeration Piping and Insulation, incl common galvanized cable tray type supports (Allow 15m refrigerant piping sets per unit)	ea	4		Included Above	
5.1.8	Additional Refrigerant Gas R410a	ea	4		Included Above	
5.1.9	PVC Drain for Units - to be connected into drains provided by plumber. AC contractor to allow 2,0m per unit (indoor and outdoor).	ea	4			

5.1.10	PVC Drip Tray 1200x300mm installed under Mid-Wall Split Units in Server Room. Piped to drain. (AC Contactor to allow 4m Dia 25mm PVC piping and fittings per tray.	ea	2			
5.1.11	Supply Air Ducting - Insulated Sheet Metal - Cat 2.	m²	25			
5.1.12	Supply Air Ducting - Insulated Sheet Metal - Dia 200mm.	m	16			
5.1.13	Supply Air Ducting - Insulated Sheet Metal - Cat 2 Duct Fittings.	m	11			
5.1.14	Fresh Air Ducting - Sheet Metal - Dia 150mm	m	0			
5.1.15	Fresh Air Ducting - Sheet Metal - Dia 200mm	m	22			
5.1.16	Fresh Air Ducting - Sheet Metal - Dia 250mm	m	0			
5.1.17	Fresh Air Ducting - Sheet Metal - Fittings	m²	8			
5.1.18	Duct Spigots (150 - 250mm)	ea	8			
5.1.19	Flexible Ducting - Insulated Dia 200mm.	m	10			
5.1.20	Flexible Ducting - Non-Insulated Dia150mm.	m	0			
5.1.21	Flexible Ducting - Non-Insulated Dia 200mm.	m	4			
5.1.22	Flexible Ducting - Non-Insulated Dia 250mm.	m	2			
5.1.23	**F.3** Fresh Air Fan - Inline Tube, Dia 250mm, Votice Lineo or Equal and Approved. c/w 2-off Dia 250mm, 600mm Tube Type Attenuators Fan to be supplied with thiristor for variable speed balancing.	m	1			
5.1.24	Weather Louvre 500x200 c/w Wire Mesh Screen. Poweder coated to architectural details.	ea	1			
5.1.25	Weather Louvre 300x200 c/w Wire Mesh Screen. Poweder coated to architectural details.	ea	1			
5.1.26	Filter Box - Sheet Metal, c/w 500x200 removable and washable flat panel filter. Details per drawing.	ea	1			
5.1.27	Filter Box - Sheet Metal, c/w 300x200 removable and washable flat panel filter. Details per drawing.	ea	1			
5.1.28	Butterfly Damper Dia 150mm	ea	0			
5.1.29	Butterfly Damper Dia 200mm	ea	2			
5.1.30	Other Item 1: As deemed necessary by AC	ea				
	Sub-Total Section 5 Air Conditioning - Firemans Building					
6	**SECTION 6 - Extract Ventilation**					
6.1						
6.1.1	**F.1** Fresh Air Fan - Inline Tube, Dia 315mm, Votice Lineo or Equal and Approved. c/w 2-off Dia 315mm, 900mm Tube Type Attenuators Fan to be supplied with thiristor for variable speed balancing.	ea	1			
6.1.2	**F.2** Fresh Air Fan - Inline Tube, Dia 250mm, Votice Lineo or Equal and Approved. c/w 2-off Dia 250mm, 600mm Tube Type Attenuators Fan to be supplied with thiristor for variable speed balancing.	ea	1			
6.1.3	Extract Air Duct Fittings - Non-Insulated Sheet Metal - Cat 2.	m²	25			
6.1.4	Extract Air Duct Fittings - Non-Insulated Sheet Metal - Dia 200mm.	m	15			
6.1.5	Extract Air Ducting - Non-Insulated Sheet Metal - Cat 2.	m²				
6.1.6	Duct Spigots (150 - 250mm)	ea	10			
6.1.7	Flexible Ducting - Non-Insulated Dia150mm.	m	0			
6.1.8	Flexible Ducting - Non-Insulated Dia 200mm.	m	16			

6.1.9	Flexible Ducting - Non-Insulated Dia 250mm.	m	0			
6.1.10	Extract Air Disc Valves Dia 200m Neck Size. Aluminium Manufacture.	ea	12			
6.1.11	Weather Louvre 400x250 c/w Wire Mesh	ea	1			
6.1.12	Door Grilles - Supplied by AC contractor. Fitted by Main Contractor. 400x250mm.	ea	4			
	Sub-Total Section 6 WC Ventilation - Firemans Building					
7	**SECTION 7 - PRELIMINARY AND GENERAL**					
7,1	**Site establishment**					
7.1.1	Office	Sum	1			
7.1.2	Office equipment	Sum	1			
7.1.3	Store	Sum	1			
7.1.4	Compliance with statutory laws	Sum	1			
7,2	**Personnel**					
7.2.1	Supervisory staff	Sum	1			
7.2.2	Foreman	Sum	1			
7.2.3	Office staff	Sum	1			
7.2.4	Administrative staff	Sum	1			
7.2.5	Other	Sum	1			
7.2.6	Transport cost (Staff & Plant etc.)	Sum	1			
7.2.7	Subsistence allowances	Sum	1			
7,3	**Insurances**					
7.3.1	Insurance and guarantees	Sum	1			
7.3.2	Insurance against political unrest	Sum	1			
7,4	**Other**					
7.4.1	Telephone, electricity, water etc.	Sum	1			
7.4.2	Provision of all equipment, notices etc to comply with the Occupational Health and Safety Acts (latest amendment)	Sum	1			
7.4.3	Performance guarantees	Sum	1			
7.4.4	Item/s not covered	Sum	1			
7.4.5	Testing and Commissioning Certificates	Sum	1			
7,5	**TOTAL FOR SECTION 7 - PRELIMINARY AND GENERAL (Carried forward to Summary of**					
	SUMMARY OF ELECTRICAL BILL					
1	**SECTION 1 - MAIN LV DISTRIBUTION**			R		
2	**SECTION 2 - SMALL POWER**			R		
3	**SECTION 3 - LIGHTING**			R		
4	**SECTION 4 - CCTV, ACCESS CONTROL, PABX, FIRE ALARM AND INTRUDER ALARM**			R		
5	**SECTION 5 - AIRCONDITIONING**			R		
6	**SECTION 6 - VENTILATION**			R		
7	**SECTION 7 - PRELIMINARY AND GENERAL**			R		
8	**TOTAL BOQ (Excl VAT)**			R		
9	**TOTAL CARRIED THROUGH TO THE FINAL SUMMARY SHEET**			R		

Section No	FINAL SUMMARY	Page No		Amount
1	PRELIMINARIES	200		
2	BUILDING WORKS: CONTROL ROOM AND RECREATION FACILITIES	256		
	SUB-TOTAL		R	
3	ELECTRICAL/MECHANICAL INSTALLATION TO LAW ENFORCEMENT OFFICES	264	R	
	SUB-TOTAL		R	
	CONTINGENCIES			
	Allow for contingencies to be used at the discretion of the principal agent and which will be measured and valued in accordance with clause 32 of the principal building agreement or deducted in whole or in part if not required	Item	R	200,000 00
	SUB-TOTAL			
	VALUE ADDED TAX (VAT) 15%			
	VAT		R	
	Carried to Form of Offer and Acceptance		R	

PART C3: SCOPE OF WORKS

Document reference	Title	No of pages
C3	Scope of Works	7
	Total number of pages	7

PART C3 SCOPE OF WORKS

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(For Annexures refer to the Compact Disc issued with the tender document)

C.3.1 PROJECT SPECIFICATIONS

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The Employer's objective is to deliver the construction and upgrading of Stellenbosch Municipality Fire Station including associated site works, as per the drawings attached in Part C5 – Annexures.

1.2 Overview of the works

The contract encompasses the construction and upgrading of control room and staff recreation facilities:
The main parts of the envisaged works include, but are not limited to:

a) Site clearance and removal of debris as required
b) Constructing of sub-structure including foundations.
c) Construction of superstructure including brick walls, slabs, doors, windows, etc.

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

1.3 Extent of the works

- The works shall be undertaken in existing single storey structures namely:

  a) Control room and adjacent offices, etc
  b) Recreation facilities

1.4 Location of the works

A locality plan is included in Part C4 (Site Information) of this document.

The geographical coordinates of the centre of the site are given in Table PS 2.1 - 1 below.

TABLE PS 2.1 - 1: GEOGRAPHICAL COORDINATES OF THE SITE

Latitude	Longitude
33°55'31.33"S	18°52'36.45" E

The site is situated within the Stellenbosch Central Business District (CBD) at the intersection of Cluver & Helshoogte Road, Stellenbosch.

1.5 Site Climatic Conditions

Refer to the graph below for a monthly overview of climatic conditions at Stellenbosch.

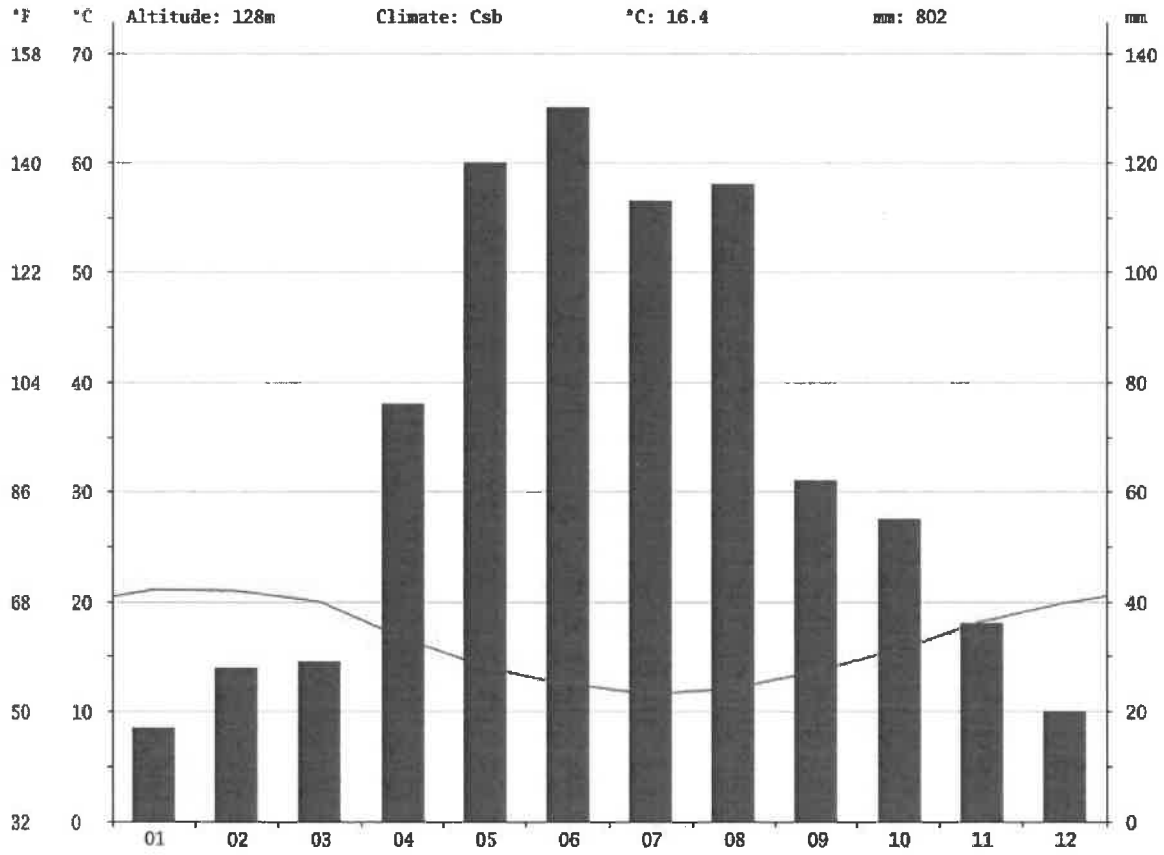


Figure 1: Stellenbosch Climate Graph (Climate-data.org)

1.6 Nature of Ground and Subsoil Conditions

Due to the nature of the works, a geotechnical investigation specific to where the works has not been conducted. The geotechnical investigation is deemed unnecessary as the works would be undertaken within existing structures with minimal foundation requirements.

1.7 Temporary works

Contractor's Equipment

The Contractor shall provide, erect, commission, operate and de-commission, on completion, the following but not limited to temporary Equipment, necessary for providing the Works in respect of ALL disciplines:

- Scaffolding,
- Waste disposal chutes,
- Waste skips,
- Temporary hoardings and fences,
- Covered walkway gantries & gangways,
- Safety barriers,
- Dust barriers,
- Access gates, and all equipment and tools necessary, in providing the Works.

The Contractor shall, on completion of the Works, de-commission all temporary services, demolish and remove off-site all temporary structures and re-instate such areas requiring the erection of such temporary equipment and or structures, to its original state.

1.8 Occupational Health And Safety

The contractor needs to study the following documents:

- Occupational Health and Safety Act, 1993 – Asbestos Regulations, 2001
- Occupational Health and Safety Act, 1993 – Construction Regulations, 2003
- Project-specific H&S Plan (as attached - CD)
- Site Specific Basic Risk Assessment (as attached - CD)

2 ENGINEERING

2.1 Design services

The Employer is responsible for the design of the permanent works unless otherwise stated. The Contractor is responsible for the design of the temporary works and their compatibility with the permanent works.

2.2 Employer's design

The Employer, via an appointed Professional Team has designed the Works.

Parts of the works which the Contractor is to design (Workshop Drawings)

The Contractor shall provide workshop drawings for approval of the supervisor, in accordance with the requirements stated in the Works Information, in respect of the following:

a) Electrical distribution board
b) Reinforced concrete rib and block slabs
c) Roof trusses

2.3 Design brief

The Contractor shall supply all details necessary to assist the Project Manager in the compilation of the as-built drawings.

As-built drawings to indicate the following information:

- Construction breaks and the extent of individual concrete pours
- Routing of and junctions in all services
- Salient features for the operation and maintenance of services

2.4 Drawings

See Annexure C for all Architectural / Electrical & Mechanical / Civil & Structural Drawings as per attached CD.

3 PROCUREMENT

3.1 Social and Economic Deliverables Specification Data

The contractor shall deliver the following deliverables as described in the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts (SSED) and the following associated specification data:

- **Deliverable A1:** Employment of local resources – Provide employment opportunities to targeted labour
- **Deliverable F1:** HIV/AIDS Awareness – the contractor shall be responsible for promoting HIV/AIDS Awareness on site;

The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

Clause	Specification data
Deliverable A1: Provide employment opportunities to targeted labour	
The specification data associated with SANS 1914-5 is as follows:	
2.2	The Contractor Participation Goal is a maximum of 40% labour to be employed on the Project to be residents from the Target Areas as specified below. The contractor, inclusive of subcontractors and service providers, is allowed to deploy a maximum of 60% seconded (local & non-local labour) on the Project. In the event that the required skills are not available locally, the contractor must keep a record of efforts made in sourcing labour locally (i.e from Target Area), before identifying seconded non-local labour to be employed on the Project. The approximate labour proportions should be based on the following split: 1. Unskilled = 100% as per Target Area 1 2. Semi-skilled = 50% may be discretionary by the Contractor as per Target Area 1, 2 & 3 3. Skilled = 10% may be discretionary by the Contractor as per Target Area 1, 2 & 3 The salaries of the 40% labour from the community is to the contractor's account.
2.9	The total labour requirements of the contract should be in the following proportions: a minimum of 55% to women; a minimum of 55% to youth who are between the ages of 16 and 35 years of age; and a minimum of 1 person with disabilities.
2.5	The employer's representative is the *Project Manager* identified in the Contract Data
	Target area **Target Area 1** shall be the geographic area which falls under the jurisdiction of STELLENBOSCH townships **Target Area 2** shall be the geographic area, excluding Target Area 1, which falls under the jurisdiction of the Stellenbosch Municipality **Target Area 3** shall be the geographic area which falls within the Western Province.
2.8	Targeted labour means unemployed persons who will be employed as local labour on the Project. Preference shall be granted to competent labour in the following order of residing areas: 1 Target Area 1 (STELLENBOSCH and neighbouring townships)

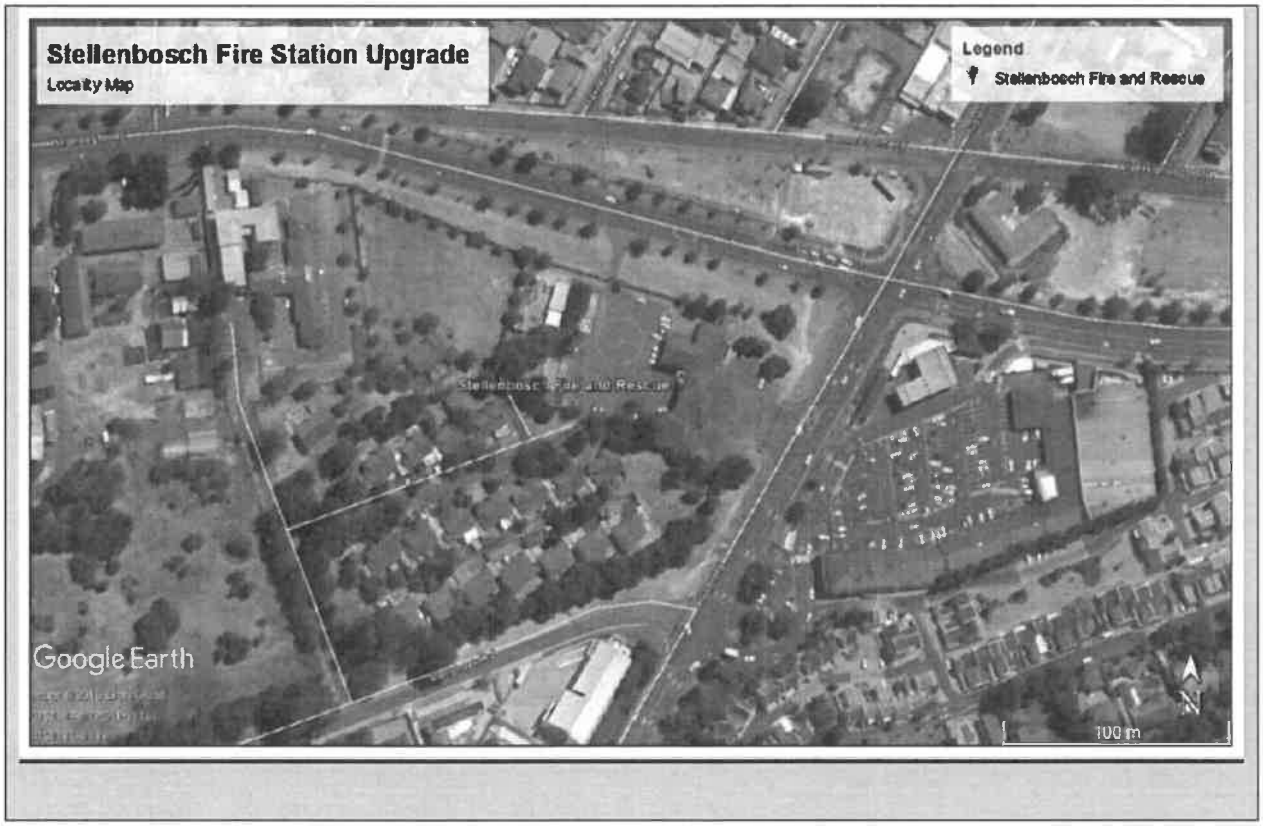
	2 Target Area 2 (Stelllenbosch Municipality) 3 Target Area 3 (Western Cape Province)
3.3.2	Contracts with targeted labour must include the following clauses / comply with the following: The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002 and as amended from time to time, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers and any other legislated documents that govern employment of unskilled or semi-skilled labour in construction projects.
Deliverable F1: Promote HIV/AIDS awareness	
The specification data associated with SANS 1921-6 is as follows:	
4.2.1(a)	The contractor shall be responsible for promoting HIV/AIDS Awareness on site in accordance with the requirements of SANS 1921-6 and each of the workers anticipated to be employed on the project must be trained in HIV/AIDS Awareness. The Contractor will employ a registered and credible Service Provider to conduct the training throughout the duration of the contract at intervals prescribed relevant standards. The contractor shall submit monthly reports on HIV/AIDS Awareness training to the Project Manager, accompanied by attendance registers in the format prescribed by the Employer

PART C4: SITE INFORMATION

Document reference	Title	No of pages
C4	Site Information	2
	Total number of pages	2

C4 SITE INFORMATION

LOCALITY PLAN



Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART C5: ANNEXURES

Document reference	Title	No of pages
Annexure A:	Occupation Health and Safety: Baseline Risk Assessment and Specification (Refer to CD issued with this bid document)	Refer to CD
Annexure B:	Environmental Management Programme (Refer to CD issued with this bid document)	Refer to CD
Annexure C:	Drawings incl. Electrical Specifications (Refer to CD issued with this bid document)	Refer to CD
	Total number of pages	Refer to CD

ANNEXURE A:

OCCUPATIONAL HEALTH AND SAFETY: BASELINE RISK ASSESSMENT SPECIFICATIONS

REFER TO ATTACHED CD

ANNEXURE B:

ENVIRONMENTAL MANAGEMENT PROGRAMME

REFER TO ATTACHED CD

ANNEXURE C:

DRAWINGS & ELECTRIAL SPECIFICATIONS

REFER TO ATTACHED CD

V3 CONSULTING
ENGINEERS

ANNEXURE B

MBD 7.2

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

NOTE:

1. **This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.**

PART 1 (to be completed by the TENDERER)

1. I hereby undertake to render services described in the attached bidding documents to **Stellenbosch Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in Tender Number **BSM 17/20 Upgrading of Stellenbosch Municipality Fire Station Building** at the price(s) quoted below / as per pricing schedule. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   Bidding documents, *viz*
   (a) Invitation to bid
   (b) Tax clearance certificate
   (c) Pricing schedule(s)
   (d) Filled in task directive/proposal
   (e) Preference claims in terms of the Preferential Procurement Regulations 2017
   (f) Declaration of interest
   (g) Declaration of Bidders past SCM processes
   (h) Certificate of Independent Bid Determination
   (i) Special Conditions of Contract; and
   (j) General Conditions of Contract.
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

SIGNATURE		NAME (PRINT)	Craig Kannemeyer
CAPACITY	Senior Estimator	DATE	24 MAY 2020
NAME OF FIRM	THE CONSTRUCTION CO.		
WITNESS 1:		WITNESS 2:	
DATE:	24 MAY 2020		

MBD 7.2

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (to be completed by STELLENBOSCH MUNICIPALITY)

7. I, Gary Boshoff in my capacity as Director Community and Protection Services accept your bid under reference number BSM 17/20 Upgrading of Stellenbosch Municipality Fire Station Building, dated 18 October 2019, for the rendering of services indicated hereunder and/or further specified in the annexure(s).

8. An official order indicating service delivery instructions is forthcoming.

9. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Upgrading of Stellenbosch Municipality Fire Station Building.	The offer be accepted and approved for the amount of R8 764 666.58 (including 15 % VAT).	As per tender.	1	As per tender.

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT Stellenbosch on this 25 day of MAY 2020.

TO BE COMPLETED BY THE STELLENBOSCH MUNICIPALITY		
SIGNATURE:		OFFICIAL STAMP: STELLENBOSCH MUNICIPALITY SUPPLY CHAIN SERVICES 25 MAY 2020 SUPPLY CHAIN MANAGEMENT
NAME (PRINT):	Gary Boshoff	
WITNESS 1:		
WITNESS 2:		

STELLENBOSCH

STELLENBOSCH • DEVEL • FRANSCHHOEK

MUNICIPALITY • UMASEPALA • MUNISIPALITEIT

SUPPLY CHAIN MANAGEMENT UNIT

Enquiries: Ms G Mettler **E-mail scm.appeals@stellenbosch.gov.za Ref: 6/1/1** **Tel: (021) 808 8025 Fax: (021) 886 6749**

As per fax: 086 695 3226
As per email: info@theconstructionco.co.za

Attention: Craig Kannemeyer

THE CONSTRUCTION CO.
P. O BOX 907
MAITLAND
CAPE TOWN
7404

Dear Sir/Madam

BID: B/SM 17/20: UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION BUILDING

Stellenbosch Municipality has accepted your offer dated **18 October 2019**, for the upgrading of Stellenbosch Municipality Fire Station Building subjected only to the terms and conditions embodied in the Tender specifications and the general conditions of contract.

Please note this award is subject to a 14 day objection period as per SCM regulation 49 as well as to a 21 day for appeals as per* Section 62 of the Municipal Structures Act *against the decision made.

Please note the above provisions will run concurrently from the date of notification of the decision.

If there is any uncertainty regarding the scope of work, it should be addressed as soon as possible. Please liaise with **Wayne Smith** at the following number **021808 8240.**

Yours faithfully

.....
pp Financial Services
Municipal Manager

02/08/2020
.....
Date

V3 CONSULTING
ENGINEERS

ANNEXURE C

V3 CONSULTING ENGINEERS

MEETING MINUTES

Project Name:	Stellenbosch Fire and Rescue		
Title of Meeting:	Contract and Site Handover Meeting		
Location:	V3 Cape Town Office and Online – MS Teams	**Meeting No.:**	001
Date:	05 May 2021	**Time**	14h00

1. PRESENT

Name	Company	Contact	E-mail	Initial
Alister Human	V3 Cons. Eng.	072 255 3981	alister.human@v3consulting.co.za	AH
Eduard Coetzee	V3 Cons. Eng.	082 825 5050	eduard.coetzee@v3consulting.co.za	EC
Kuben Pather	V3 Cons. Eng.	083 799 8092	kuben.pather@v3consulting.co.za	KP
Craig Van Reenen	Stellenbosch F&R	083 660 0570	craig.vanreenen@stellenbosh.gov.za	CR
Madlenkosi Mgogoshe	Stellenbosch Compliance Officer	073 678 1513	mandlenkosi.mgogoshe@stellenbosh.gov.za	MM
Craig Kannemeyer	The Construction Co	0836424415	Craig@theconstructionco.co.za	CK
Irfaan Kahn	The Construction Co	0826161786	irfaan@theconstructionco.co.za	IK
Marlon Beukes	The Construction Co	0767746828	Marlin@the constrcutionco.co.za	MB

V3 CONSULTING ENGINEERS

	Discussions	Person	Date
2.	**INTRODUCTION**		
2.1	AH welcomed all to the project status meeting.	NOTE	
3.	**KEY DISCUSSION ITEMS**		
3.1 3.2	Discussion on the current status of the contract and project finance. Discussion regarding when the Site Handover will occur.	NOTE	
4.	**PROJECT MEETING DISCUSSION**		
4.1	AH met with client, SCM and legal representative and discussed the validity of the contract and the values of the PO's issued. AH advised that the client is of the opinion that the contract has been concluded and that the contract is valid and enforceable. Furthermore, it was reiterated that works should start based on the values of current PO's Issued.	NOTE	
4.2	AH advised that the current PO's that has been issued is attended to as the deadline for having these PO's spent is end of June 2021.	NOTE	
4.3	IK: Advised that the current PO values does not reflect the current tendered value and that the contractor is unable to commit to the project until the financial quantum of the contract as tendered is confirmed. IK advised that the risk for the contractor commencing the works at the current PO values is too great and that they need a guarantee that the remaining funds will be made available.	NOTE	
4.4	IK further made mention that the issue of escalation of the current contract values needs to be addressed as the contract was tendered in 2019, awarded in 2020. IK stated the lapse of time will make it extremely difficult to service the project and that a mechanism for escalation will need to be discussed beforehand.		
4.5	AH advised that as they contract is currently in effect that the contractor should take possession of the site begin works and then use the mechanism within the contract to address the escalation issue.		
4.6	CR stressed that budgets and issued PO values for 2020/2021 FY to be committed ASAP and that construction is to commence. CR further advised that the rest of the funding will be available in the new financial year.	NOTE	
4.7	MM reiterated the fact that the contract is concluded and that it is expected that the contractor is to proceed with the works immediately. MM further advised that the Stellenbosch Municipality is committed to the signed tender amount and will ensure that the payment obligations in terms of the signed contract value is met.	NOTE	
4.8	IK stated that the contractor is committed to completing the project but cannot do so at the current PO values and proposed phasing of the project. IK stated that because of this the terms of the tendered contract has changed and that a negotiation will have to be done to ensure that the project remains profitable for them.		

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ENGINEERS

5.	**DELIVERABLES**		
5.1	AH advised that the minutes of the meeting will be circulated to all. AH further advised that the minutes will be a record of the fact that the client is committed to the payment of the tendered value and that works immediately needs to commence.	NOTE	2021/04/08
5.2	IK advised that he would await the Meeting Minutes and reiterated the fact that the contractor requires a letter from the Client (Stellenbosch) that the full tender value of the contract is applicable.	NOTE	
6.	**NEXT MEETING**		
6.1	The next meeting is to be the Site handover and progress meetings to be held on site. Date to be confirmed based on Feedback from The Construction Co. pertaining to the letter and minutes.	NOTE	
7.	**SIGNING OF MINUTES**		

_____ _____

for CITY OF CAPE TOWN **DATE**

_____ _____

for V3 CONSULTING ENGINEERS **DATE**

V3 CONSULTING
ENGINEERS

ANNEXURE D

THE CONSTRUCTION CO.

T: 021 510 1951
F: 086 695 3226

E: info@theconstructionco.co.za

47 Burton St, Maitland, 7405, Cape Town, South Africa
P.O. Box 907, Maitland, 7404, Cape Town, South Africa

13 May 2021

Directorate Community and Protection Services
Stellenbosch Municipality
PO Box 17, Stellenbosch
7599

Attention: Charl Kitching

Dear Sir

Re B/SM 17/20 – Upgrade of Stellenbosch Municipal Fire Station.

We thank you for your letter dated 6 May 2021.

We note your confirmation that you will honour the contract and contract value approved by the BAC and will no longer reduce or compartmentalise the contract. This confirmation does not address our main concern relative to the delays in the commencement of this project and how this impacts on our costs more than a year and half after the award of the contract.
We are committed to pleasing our clients and presenting quality work on time at a fair price. We have every intention of taking site as soon as possible and would need agreement on the following items before we proceed with this project:

1. **Construction Guarantee**
   We are required to submit a construction guarantee before we take site. As we have been negotiating and debating the contract value, we could not present a construction guarantee and have now engaged our insurers who are able to provide the construction guarantee. We note that you will accept a draft guarantee for your perusal and approval. As it is a contract term that we provide the guarantee before taking site and commencing with the works and note your waiver of this requirement. We would still however require your written response to this letter before taking site.

2. **Expenses and Loss**
   We have recorded the impact of the delays in commencement of the project and made it plain that it was never ever expected of any tenderer to hold their rates for 2 years. We have previously recorded that we are not prepared to hold our prices from the tender stage and we have engaged you on the expenses and loss concept in the JBCC agreement. Your team has suggested that we proceed with the works immediately and we can deal with the expenses and losses at the claim stage. We are not opposed to this suggestion but respectfully refer you to clauses 32.5.5 and 32.6 of the JBCC. You will note that in terms of clause 32.6 we are required to inform you of any expenses and loss flowing from any default on your part within 40 days of becoming aware of the default. We have been aware of the delay in site handover and were advised that the project was placed on hold due to Covid-19 and other related matters. We have thus not previously placed you in default or on notice for not commencing the project within a reasonable time resulting in expenses and losses to us. We would therefore request your agreement that clause 32.5 shall be applicable to the delay in commencement of the project and that expenses and losses shall be applicable contractually as a result of this delay irrespective of the non-compliance with clause 32.6 as read with clause 32.5 generally and clause 32.5.5 specifically.

   In short we require confirmation that expenses and losses shall be applicable to our claims irrespective of the 40 working day notice set out in clause 32.6 and that we must still comply with clauses 32.6.1, 32.6.2 and 32.6.3 as the case may be.

THE CONSTRUCTION CO.

T: 021 510 1951
F: 086 695 3226

E: info@theconstructionco.co.za

47 Burton St, Maitland, 7405, Cape Town, South Africa
P.O. Box 907, Maitland, 7404, Cape Town, South Africa

We are also not requesting any predetermination of any claim and will be required to substantiate any expenses and losses in the normal course of events. We simply require confirmation that no technical or legal points will be taken relative to notices and breaches or defaults as it relates to clauses 32.5 and 32.6 and that you agree that we are entitled to submit expenses and losses and that the value of such expenses and losses will be assessed by the Principal Agent in due course.

3. **CPAP**
We accept that in terms of the contract, CPAP is not applicable. We are prepared to sign an addendum that now incorporates CPAP. We trust that you would agree that at the tender stage no party considered a delay of close to 2 year. This option is open for consideration.

Conclusion

We await your responses as a matter of urgency. We are keen to take site but need your responses to this letter prior to taking site. We will take site on Monday upon acceptance of the principles set out in either clause 2 or clause 3 above.

Yours sincerely

.....
Craig Kannemeyer
Estimating Manager
On Behalf of The Construction Co

THE CONSTRUCTION CO.

T: 021 510 1951
F: 086 695 3226

E: info@theconstructionco.co.za

47 Burton St, Maitland, 7405, Cape Town, South Africa
P.O. Box 907, Maitland, 7404, Cape Town, South Africa

19 May 2021

V3 Consulting Engineers
P O Box 6449
Welgemoed
7538

Dear Alister

Re B/SM 17/20 – Upgrade of Stellenbosch Municipal Fire Station.

We refer your letter dated 18 May 2021 in response to our letter to our client requesting an agreement that expenses and losses shall be applied to this agreement irrespective of technical contractual notification periods.
We note that your letter constantly refers to a reservation of rights and on the crucial aspect of the expenses and loss in paragraph 2, states "*your rates were held for two years and we reserve our rights on this matter.*" We in fact recorded the exact opposite.

Kindly confirm that the answer to our request in our paragraph 2:

" In short we require confirmation that expenses and losses shall be applicable to our claims irrespective of the 40 working day notice set out in clause 32.6 and that we must still comply with clauses 32.6.1, 32.6.2 and 32.6.3 as the case may be"

is an emphatic no.

We have recorded that "we will take site on Monday upon acceptance of the principles set out in either clause 2 or clause 3" of our previous letter. If the response is an emphatic no then we will not be taking site and would be obliged to commence cancellation processes.

We trust that we will be able to resolve this matter amicably and have a mutually beneficial relationship going forward. We simply want to secure our entitlement to the expenses and losses mechanism in the contract and we are not asking for the predetermination of any losses or expenses. We are simply asking for the relaxing of the 40 days' notice requirement.

Please provide clarity.

Yours sincerely

.....
Craig Kannemeyer
Estimating Manager
On Behalf of The Construction Co

V3 CONSULTING
ENGINEERS

ANNEXURE E

THE CONSTRUCTION CO.

T: 021 510 1951
F: 086 695 3226

E: info@theconstructionco.co.za

47 Burton St, Maitland, 7405, Cape Town, South Africa
P.O. Box 907, Maitland, 7404, Cape Town, South Africa

23rd July 2021

V3 CONSULTING ENGINEERS
% STELLENBOSCH FIRE STATION
CAPE TOWN
8001

Att: ALISTER HUMAN

Re: UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION

CLAIM FOR EXPENSE & LOSS:

In reference to our letters dated 13 May 2021 (Annexure A), whereby we have notified you on our intention to claim for expense and loss. In reference to our letter point no.2, we have recorded the impact of the delays in commencement of the project and made it plain that it was never expected of The Construction Co to hold our rates for 2 years. However, we have previously recorded that we were unable to hold our prices from tender stage and we have engaged you on the expenses and loss concept in the JBCC agreement. Your team had previously suggested that we proceed with the works immediately and we can deal with the expenses and losses at the claim stage.

As agreed (Annexure B) and in compliance with the JBCC Principal Building Agreement (Series 2000, Edition 4.1 of March 2005) we hereby submit our claim for the expense and loss, arising from a circumstance for which provision was not required in the contract sum and for which reasonable compensation has not been made, that will be incurred with commencement and execution of the tendered scope of works due to the following:

- Late site handover – 222 Days
- Proposed commencement date of works has been delayed which has caused a delay in appointments of sub-contractors & suppliers
- Recovery of labour, plant & material increase costs during the period

We have therefore quantified the preliminary value of the expense & loss (Annexure C) for your perusal and assessment as per clause 32.6.1 and 32.6.2 of the JBCC Principle Building Agreement (Series 2000, Edition 4.1 of March 2005).

We trust that this meets with your approval and again offer our assurance of continued commitment to the successful completion of the contract

Yours faithfully

.....
Craig Kannemeyer
Estimating Manager
On Behalf of The Construction Co.

THE CONSTRUCTION CO.

T: 021 510 1951
F: 086 695 3226

E: info@theconstructionco.co.za

47 Burton St, Maitland, 7405, Cape Town, South Africa
P.O. Box 907, Maitland, 7404, Cape Town, South Africa

23rd August 2021

V3 CONSULTING ENGINEERS
% STELLENBOSCH FIRE STATION
CAPE TOWN
8001

Att: ALISTER HUMAN

Re: UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION

SUMMARY FOR EXPENSE & LOSS:

In reference to our letters dated 23 July 2021, herewith is a summary as per your request.

Late site handover – 222 Days:

- Acceptance of LOA Date: 24 May 2020
- Initial Scheduled Handover Date: 11 June 2020 (Note this date was moved 2-3 times, refer to attached emails)
- New Handover / Site Possession Date: 21 May 2021

Bill of Quantities Summary:

NO	TRADE SUMMARY	TENDER SELLING	CURRENT SELLING	Variance
1	SECTION NO. 1	R 1 224 170.00	R 1 598 112.58	R 373 942.58
	SECTION NO. 2			
2	ALTERATIONS	R 262 942.33	R 285 413.26	R 22 470.93
3	EARTHWORKS	R 14 960.32	R 17 461.65	R 2 501.33
4	CONCRETE, FORMWORK AND REINFORCEMENT	R 79 327.17	R 89 642.10	R 10 314.93
5	MASONRY	R 85 375.86	R 88 517.43	R 3 141.57
6	WATERPROOFING	R 2 342.35	R 2 342.35	R -
7	CARPENTRY AND JOINERY	R 113 502.20	R 209 240.93	R 95 738.73
8	FLOOR COVERINGS, WALL LININGS, ETC	R 140 694.04	R 189 456.29	R 48 762.25
9	CEILINGS, ETC	R 359 626.70	R 436 982.10	R 77 355.40
10	IRONMONGERY	R 51 376.00	R 51 376.00	R -
11	STRUCTURAL STEELWORK	R 116 401.22	R 153 012.18	R 36 610.96
12	METALWORK	R 298 302.89	R 381 103.60	R 82 800.71
13	PLASTERING	R 52 440.01	R 53 065.34	R 625.33
14	TILING	R 306 727.99	R 357 499.41	R 50 771.42
15	PLUMBING AND DRAINAGE	R 381 681.47	R 456 019.57	R 74 338.10
16	GLAZING	R 8 911.00	R 13 184.64	R 4 273.64
17	PAINTWORK	R 126 235.05	R 129 303.85	R 3 068.80
18	PROVISIONAL AMOUNTS FOR SELECTED SUBCONTRACT WORK	R 2 483 520.00	R 2 483 520.00	R -
19	ELECTRICAL/MECHANICAL BOQ	R 1 312 912.58	R 1 743 628.67	R 430 716.09
20	CONTINGENCIES	R 200 000.00	R 200 000.00	R -
		R 7 621 449.18	R 8 938 881.95	R 1 317 432.77

THE CONSTRUCTION CO.

T: 021 510 1951
F: 086 695 3226

E: info@theconstructionco.co.za

47 Burton St, Maitland, 7405, Cape Town, South Africa
P.O. Box 907, Maitland, 7404, Cape Town, South Africa

Preliminary & General Breakdown:

Item	Bill description	Tender Nett Rate	Tender Selling Amount	Current Nett Rate	Current Selling Amount	Variance
1	**Site Representative**	**R 689 500.00**	**R 804 000.00**	**R 906 481.50**	**R 1 057 048.08**	**R 253 048.08**
	Management of Works as per detailed breakdown	R 689 500.00	R 804 000.00	R 906 481.50	R 1 057 048.08	R 253 048.08
2	**Security**	**R 17 850.00**	**R 24 850.00**	**R 26 500.00**	**R 36 893.30**	**R 12 043.30**
	Construction Guarantee as per detailed breakdown	R 17 850.00	R 24 850.00	R 26 500.00	R 36 893.30	R 12 043.30
3	**Plant, equipment, sheds and offices**	**R 108 970.00**	**R 191 900.00**	**R 149 400.00**	**R 263 093.40**	**R 71 193.40**
	Plant Related Items as per detailed breakdown	R 78 970.00	R 139 070.00	R 84 400.00	R 148 628.40	R 9 558.40
	Material Related Items as per detailed breakdown	R 30 000.00	R 52 830.00	R 50 000.00	R 88 050.00	R 35 220.00
	Covid Related Items as per detailed breakdown	R -	R -	R 15 000.00	R 26 415.00	R 26 415.00
4	**Telecommunication facilities**	**R 10 800.00**	**R 12 600.00**	**R 10 800.00**	**R 12 600.00**	**R -**
	Telecom as per detailed breakdown	R 10 800.00	R 12 600.00	R 10 800.00	R 12 600.00	R -
5	**Ablution facilities**	**R 11 699.00**	**R 12 600.00**	**R 19 670.25**	**R 21 184.86**	**R 8 584.86**
	Plant Related Items as per detailed breakdown	R 11 699.00	R 12 600.00	R 11 699.00	R 12 600.00	R -
	Labour Covid Related Items as per detailed breakdown	R -	R -	R 7 971.25	R 8 584.86	R 8 584.86
6	**Protection of the works**	**R 27 500.00**	**R 29 000.00**	**R 29 000.00**	**R 30 580.50**	**R 1 580.50**
	Material Related Items as per detailed breakdown	R 27 500.00	R 29 000.00	R 29 000.00	R 30 580.50	R 1 580.50
7	**Security of the works**	**R 92 655.00**	**R 99 820.00**	**R 103 377.00**	**R 111 368.04**	**R 11 548.04**
	Labour Related Items as per detailed breakdown	R 92 655.00	R 99 820.00	R 103 377.00	R 111 368.04	R 11 548.04
8	**Works cleaning & clearing**	**R 16 632.00**	**R 49 400.00**	**R 22 000.00**	**R 65 344.40**	**R 15 944.40**
	Rubble Removal Related Items as per detailed breakdown	R 16 632.00	R 49 400.00	R 22 000.00	R 65 344.40	R 15 944.40
		R 976 606.00	R 1 224 170.00	R 1 267 228.75	R 1 598 112.58	R 373 942.58

We trust that this meets with your approval and again offer our assurance of continued commitment to the successful completion of the contract

Yours faithfully

.....
Craig Kannemeyer
Estimating Manager
On Behalf of The Construction Co.

V3 CONSULTING
ENGINEERS

ANNEXURE F

UPGRADING OF STELLENBOSCH FIRE STATION

FOR STELLENBOSCH MUNICIPALITY

Document Type: Escalation Calculation

Date: 20/09/2021

Kiwango
Quantity Surveyors & Project Managers

DESCRIPTION	Budget Breakdown - Original Scope of work	ESCALATION [b] Base Month Sept 2019 Cashflow factor 60%	ESCALATION [c] End Sept 2021 Escalatable 85%	Escalation Amount	Comments
1.1 Builder's work	**R 3 625 016.60**			**R 198 023.29**	
1.1.1 Preliminaries	R 1 224 170.00	113.90	126.10	R 66 872.57	
1.1.2 Alterations	R 262 942.33	113.90	126.10	R 14 363.72	
1.1.3 Earthworks	R 14 960.32	113.90	126.10	R 817.24	
1.1.4 Concrete, formwork and reinforcement	R 79 327.17	113.90	126.10	R 4 333.39	
1.1.5 Masonry	R 85 375.86	113.90	126.10	R 4 663.82	
1.1.6 Waterproofing	R 2 342.35	113.90	126.10	R 127.96	
1.1.7 Carpentry & Joinery	R 113 502.20	113.90	126.10	R 6 200.27	
1.1.8 Floor coverings, wall linings, etc	R 140 694.04	113.90	126.10	R 7 685.67	
1.1.9 Ceilings & partitions and access flooring	R 359 626.70	113.90	126.10	R 19 645.28	
1.1.10 Ironmongery	R 51 376.00	113.90	126.10	R 2 806.51	
1.1.11 Structural steelwork	R 116 401.22	113.90	126.10	R 6 358.63	
1.1.12 Metalwork	R 298 302.89	113.90	126.10	R 16 295.35	
1.1.13 Plastering	R 52 440.01	113.90	126.10	R 2 864.63	
1.1.14 Tiling	R 306 727.99	113.90	126.10	R 16 755.59	
1.1.15 Plumbing and drainage	R 381 681.47	113.90	126.10	R 20 850.06	
1.1.13 Glazing	R 8 911.00	113.90	126.10	R 486.78	
1.1.14 Paintwork	R 126 235.05	113.90	126.10	R 6 895.83	
1.2 Provisional Sums	**R 2 483 520.00**			**R 135 666.91**	
1.2.1 Balustrading	R 40 000.00	113.90	126.10	R 2 185.07	
1.2.2 Control room equipment and joinery	R 1 900 000.00	113.90	126.10	R 103 791.04	
1.2.3 Fire services and signage	R 68 000.00	113.90	126.10	R 3 714.63	
1.2.4 ICT	R 150 000.00	113.90	126.10	R 8 194.03	
1.2.5 Sound proof ceiling panels	R 200 000.00	113.90	126.10	R 10 925.37	
1.2.6 Vanity slabs	R 30 000.00	113.90	126.10	R 1 638.81	
1.2.7 Overheads and profit on PS's	R 95 520.00	113.90	126.10	R 5 217.96	
1.3 Electrical/Mechanical Installations	**R 1 312 912.58**			**R 71 720.30**	
1.3.1 Electrical & Mechanical services	R 1 312 912.58	113.90	126.10	R 71 720.30	
Sub-total - Construction Cost, FF & E & Professional Fees	**R 7 421 449.18**			**R 405 410.51**	

12.2	CONSIDERATION OF EXPENDITURE INCURRED RELATING TO THE 2021/2022 FINANCIAL YEAR

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **19 August 2022**

1. SUBJECT: CONSIDERATION OF EXPENDITURE INCURRED RELATING TO THE 2021/2022 FINANCIAL YEAR

2. PURPOSE OF REPORT

To provide information regarding the irregular expenditure incurred at 30 June 2022 and, to be recommended to and considered by Council to certify the expenditure as irrecoverable and to be written-off by Council in terms of Section 32 of the MFMA.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

Section 32(2)(b) of the Municipal Finance Management, 2003 (Act 56 of 2003) (MFMA) require a municipality to recover unauthorised, irregular or fruitless and wasteful expenditure from the person liable for that expenditure unless the expenditure, in the case of irregular or fruitless and wasteful expenditure, is, after investigation by a council committee, certified by the council as irrecoverable and written-off by the council.

Expenditure was identified which was non-compliant with Council approved policies and the Municipal Financial Management Act. All known instances of non-compliance with legislation, which the Municipality is aware of and whose effects should be considered have been recorded.

5. RECOMMENDATIONS

FOR CONSIDERATION

6. DISCUSSION

Background

Expenditure was identified which was non-compliant with Council approved policies and the Municipal Financial Management Act. All known instances of non-compliance with legislation, which the Municipality is aware of and whose effects should be considered have been recorded.

The table below depicts the expenditure that were identified by the Municipality, and as a corrective measure, the administration is requesting Council to write off this irregular expenditure with the explanations and recommendation given.

No	Irregular Expenditure	Amounts including VAT	Comments:
1	BSM45/15 Annual electrical labour tender	R2 499 213.35	These items did serve before MPAC and was certified as irrecoverable and written-off by the municipal council, but council only considered the expenditure that was incurred up to that specific point. This return item is to consider the expenditure that was incurred subsequent to council's resolution. The listed projects are finalised.
2	Basson Blackburn Attorneys	R9 446	
3	Swey Design	R39 076.40	

7. FINANCIAL IMPLICATIONS

Financial implications relating to irregular expenditure incurred at 30 June 2022.

8. LEGAL IMPLICATIONS

Supply Chain Management Regulations

Municipal Management Finance Act

9. RISK IMPLICATIONS

Reporting irregular expenditure timeously.

10. MUNICIPAL MANAGER'S COMMENT

The municipality received the services and got value for money. Supply Chain breaches was not intentional, and measures were put in place to avoid reoccurrence. This item did serve before MPAC and was certified as irrecoverable and written-off by the municipal council on expenditure incurred up to that specific period. Furthermore, the return item is to consider the expenditure that was incurred subsequent to a council resolution.

RECOMMENDATIONS FROM MPAC TO COUNCIL: 2022-08-19: ITEM 5.2

(a) that Council takes note of the circumstances as provided in the report;

(b) that Council certifies the irregular expenditure to the amount of R2 547 735.75 (including VAT) as irrecoverable; and

(c) that Council writes off the irregular expenditure as irrecoverable in terms of the MFMA Section 32(2).

FOR FURTHER DETAILS CONTACT:

NAME	Kevin Carolus
POSITION	**Chief Financial Officer**
DIRECTORATE	**Financial Services**
CONTACT NUMBERS	**021 808 8528**
E-MAIL ADDRESS	Kevin.Carolus@stellenbosch.gov.za
REPORT DATE	**15 August 2022**

12.3	CONSIDERATION OF THE IRREGULAR EXPENDITURE INCURRED RELATING TO BARLOWORLD TOYOTA STELLENBOSCH

Collaborator No:
IDP KPA Ref No: **Good Governance and Compliance**
Meeting Date: **19 August 2022**

1. SUBJECT: CONSIDERATION OF THE IRREGULAR EXPENDITURE INCURRED RELATING TO BARLOWORLD TOYOTA STELLENBOSCH

2. PURPOSE

To provide information regarding the irregular expenditure incurred for investigation by MPAC and to be recommended to and consideration by Council to certify the expenditure as irrecoverable and to be written off by Council in terms of Section 32(2) of the MFMA.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

On 31 May 2022 the municipal vehicle, Hilux Single Cab with registration CL48999 was due for a service and was delivered at Toyota Stellenbosch in terms of all maintenance and services to the Stellenbosch Municipality.

An official purchase order was not yet generated in this regard as it was assumed that the maintenance plan was still active. Toyota Stellenbosch accepted the vehicle without a purchase order. It was later established that the maintenance plan has expired, but the warranty was still valid. The Informal Settlements Department was informed by Wesbank that the vehicle is out of a maintenance plan and that the municipality does not allow self-allocation. However, the service provider, Toyota Stellenbosch proceeded with the service of the vehicle.

5. RECOMMENDATION

For MPAC consideration.

6. DISCUSSION / CONTENT

6.1 Background

On 31 May 2022 the municipal vehicle, Hilux Single Cab with registration CL48999 was delivered at Toyota Stellenbosch, service provider in terms of all maintenance and services to the Stellenbosch Municipality.

An official order number was not yet generated in this regard as it was assumed that the maintenance plan was still active. Toyota Stellenbosch accepted the vehicle without this purchase order. It was later established that the maintenance plan has expired, but that the warranty was still valid. The Informal Settlements Department was informed by Wesbank that the vehicle is out of a maintenance plan and that the municipality does not allow self-allocation. However, the service provider, Toyota Stellenbosch proceeded with the service of the vehicle.

When the official of the Department Informal Settlements went to collect the vehicle, he was informed that the vehicle may not be removed from Toyota's premises without a purchase order. The vehicle will only be released once payment of R1 376.78 (One Thousand Three Hundred and Seventy Six Rand and Seventy Eight Cents) is made.

6.2 Discussion

In accordance with Section 32(1)(c) Regulation of the Municipal Financial Management Act, 2003, the accounting officer must promptly inform the mayor, the MEC for local government in the province and the Auditor-General, in writing the irregular expenditure.

An administrative error was made which was technical in nature. The delay caused by issuing the pre-approval and the eventual purchase order created a time log which would be detrimental to the vehicle in question, i.e. delay in a regular service can be harmful to engine and gearbox components of the vehicle and eventually reduce its usable lifespan. The official did not benefit from the servicing of the vehicle, but he has ensured that the usable lifespan of the vehicle has been maintained. The work performed was based on the interest of the organization to render the service to the community of the greater Stellenbosch.

Furthermore, the circumstance surrounding the breach is excusable as the intent was in good faith as it was in the interest of service delivery. Without the action of the official, the warranty would have lapsed, and the municipality would be liable for all repairs within the maintenance period.

The official was informed of the breach and a consequence management process was followed though. A discussion was held on 29 June 2022 with all relevant parties as well as the official's Union representative regarding the alleged irregular expenditure that occurred pertaining to the municipal vehicle. The meeting agreed upon a sanction of a written warning for 3 (three) months.

7. FINANCIAL IMPLICATIONS

U-key number 20200706013598 have been utilised and sufficient funds were available to accommodate the amount of R1 376.78 (VAT Inclusive) after the service was delivered.

8. LEGAL IMPLICATIONS

Supply Chain Management Policy;

Municipal Management Finance Act.

9. RISK IMPLICATIONS

All intent was in good faith, the breach could be attributed to the different interpretations pertaining to the provisions within the SCM Environment.

10. MUNICIPAL MANAGER

The Municipality did receive value for money and service was delivered. However, officials in the SCM value chain are fully aware of the correct procurement process.

The department to conduct a disciplinary enquiry and to ensure proper consequence management.

Feedback on process to be provided to Municipal Manager's Office.

RECOMMENDATIONS FROM MPAC TO COUNCIL: 2022-08-19: ITEM 5.3

(a) that Council takes note of the circumstances as provided in the report;

(b) that Council certifies the irregular expenditure to the amount of R1 376.76 (including VAT) to Barloworld Toyota Stellenbosch as irrecoverable; and

(c) that Council writes off the irregular expenditure as irrecoverable in terms of the MFMA Section 32(2).

FOR FURTHER DETAILS CONTACT:

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REPORT DATE	***15 August 2022***