



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref. no.3/4/1/5

2021-09-29

NOTICE OF A SPECIAL MEETING OF THE COUNCIL OF STELLENBOSCH MUNICIPALITY WEDNESDAY, 2021-09-29 AT 10:00

TO The Speaker, Cllr WC Petersen (Ms) [Chairperson]
The Executive Mayor, Ald G Van Deventer (Ms)
The Deputy Executive Mayor, Cllr N Jindela

COUNCILLORS

FJ Badenhorst	DD Joubert
FT Bangani-Menziwa (Ms)	J Kleynhans (Ms)
Ald PW Biscombe	N Mananga-Gugushe (Ms)
G Cele (Ms)	C Manuel
PR Crawley (Ms)	NE Mcombring (Ms)
A Crombie (Ms)	XL Mdemka (Ms)
Z Dalling (Ms)	C Moses (Ms)
C Davidse	RS Nalumango (Ms)
R Du Toit (Ms)	N Olayi
J Fasser	MD Oliphant
A Florence	SA Peters
AR Frazenburg	WF Pietersen
E Fredericks (Ms)	SR Schäfer
T Gosa	Ald JP Serdyn (Ms)
E Groenewald (Ms)	N Sinkinya (Ms)
JG Hamilton	P Sitshoti (Ms)
AJ Hanekom	Q Smit
JK Hendriks	LL Stander
LK Horsband (Ms)	R Van Rooyen
MC Johnson	E Vermeulen

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 a **SPECIAL MEETING** of the **COUNCIL** of **STELLENBOSCH MUNICIPALITY** will be held via **MS TEAMS** on **WEDNESDAY, 2021-09-29** at **10:00** to consider the items on the Agenda.


SPEAKER
WC PETERSEN (MS)

2021/09/23

SPECIAL MEETING OF THE COUNCIL OF STELLENBOSCH MUNICIPALITY

2021-09-29

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6.	APPLICATIONS FOR LEAVE OF ABSENCE
7.	CONFIRMATION OF THE MINUTES OF THE PREVIOUS MEETING
7.1	45 TH COUNCIL MEETING: 2021-08-24

The minutes of the 45th Council Meeting: 2021-08-24 is attached as **APPENDIX 1**.

FOR CONFIRMATION

APPENDIX 1



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref. no.3/4/1/5

2021-08-24

MINUTES

45TH MEETING OF THE COUNCIL OF STELLENBOSCH MUNICIPALITY

2021-08-24 AT 10:00

Detailed account of the meeting proceedings is available on audio recording, which is obtainable from The Municipal Manager's Office per Request for Information (RFI)

MINUTES
MEETING OF THE COUNCIL OF STELLENBOSCH MUNICIPALITY
2021-08-24
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PRESENT The Speaker, Cllr WC Petersen (Ms) [Chairperson]
The Executive Mayor, Ald G Van Deventer (Ms)

COUNCILLORS	FJ Badenhorst	MC Johnson
	Ald PW Biscombe (until 12:00)	DD Joubert
	G Cele (Ms)	J Kleynhans (Ms)
	PR Crawley (Ms)	C Manuel
	A Crombie (Ms)	XL Mdemka (Ms)
	Z Dalling (Ms)	C Moses (Ms)
	C Davidse	RS Nalumango (Ms)
	R Du Toit (Ms)	SA Peters
	J Fasser	SR Schäfer
	AR Frazenburg	Ald JP Serdyn (Ms)
	E Fredericks (Ms)	N Sinkinya (Ms)
	E Groenewald (Ms)	Q Smit
	AJ Hanekom	LL Stander
	JK Hendriks	R Van Rooyen
LK Horsband (Ms)	E Vermeulen	

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 Services (D Louw)
 Director: Planning and Economic Development (A Barnes)
 Chief Audit Executive (F Hoosain)
 Head: Committee Services (J Potts)
 Senior Administration Officer (T Samuels (Ms))

1.	OPENING AND WELCOME
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Good Morning to you all present at the 45th Council Meeting.

Special welcome to:

- The Executive Mayor, Alderman Gesie Van Deventer
- The Municipal Manager, Geraldine Mettler and Directors
- The Members of the Executive Committee
- All Councillors present
- And the broader Stellenbosch Public tuned in on the Virtual Platform

I welcome you all present and hope that you will have a constructive meeting as we discuss the Agenda Items.

I now call on Cllr E Groenewald (Ms) to open the meeting with a prayer.

Thank you!

2.	MAYORAL ADDRESS
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“Speaker, Munisipale Bestuurder, Burgemeesterskomiteelede, Direkteure

Goeiedag, Good Morning, Molweni, As-salaam Alaikum

- COVID-19 is still with us and will be for the foreseeable future
- The latest numbers that I saw yesterday are still alarming
- Currently around 790 active cases in the Stellenbosch Municipal Area.
- There is good news however – President Ramaphosa announced that all people aged 18 – 34 may also register and join a queue.
- We have seen a massive turnout of young people in our area.
- I want to urge every single resident to seriously consider registering as soon as possible.
- The vaccine is safe, free and effective at preventing severe illness and hospitalisation.
- Just yesterday, the US Food and Drug Administration gave the green light and full approval for the rollout of the Phizer vaccine in the USA.
- It’s not a cure and you can still catch this nasty virus – but if you do you are not as likely to get severely ill and end up on a ventilator.
- Kry jou COVID-19 inenting hier (*Publieke fasiliteite*):
 Van Der Stel Saal (08:00 – 14:00)
 Cloetesville Gemeenskapsdagsentrum (09:00 – 14:00)
 Idasvallei Kliniek (09:00 – 14:00)
 Kayamandi Kliniek (09:00 – 14:00)
 Kylemore Kliniek (09:00 – 14:00)
 Don & Pat Bilton Kliniek (09:00 – 14:00)
 Stellenbosch Universiteit Lentelusklubhuis (09:00 – 14:30)

- Daar is heelwat persele wat net op sekere dae oop maak soos wat personeel van die Gesondheidsdepartement rondreis deur die streek. Besonderhede oor hierdie dae en persele is beskikbaar op ons webwerf en sosiale media.
 - Speaker – as Council will know by now – the new *CoCreate* Hub is open and thriving in Victoria Street.
 - The Old Victoria Street Clinic was transformed into a vibrant space to attract and provide exposure to local entrepreneurs.
 - I encourage everyone to pop in for locally produced food, fashion and gifts. Make an appointment at the hairdresser or barber. Pop into the deli for some treats and coffee. Organise your next meeting or training at the dedicated spaces that have been made available.
 - The hub is centrally located at 7 Victoria Street, in the heart of Stellenbosch, and is open from Mondays – Saturdays.
 - It is truly something that I'm very proud of and I'm excited to see how this space grows over the next few months.
 - Incredibly proud of local para-cycling legend, Toni Mould, who will be representing South Africa at the Paralympic Games in Tokyo.
 - We wish her all of the best as she represents Stellenbosch and South Africa on the world stage.
 - Vrouemaand staan nou einde se kant toe.
 - September is gewoonlik 'n vol en besige maand. Ons vier Boomplantweek gedurende die eerste week van September. Dit is ook Toerismemaand, sowel as Erfenismaand.
 - Ons spanne sal beslis weer hard aan die werk wees met bome plant en ek sien uit daarna om by hulle aan te sluit vir 'n oggend van bome plant.
 - "He who plants a tree, plants hope" – Lucy Larcom
 - Ondersteun asseblief ons plaaslike toerismebedryf - ons is geseënd om in een van Suid-Afrika se groot toerisme streke te woon en hierdie bedryf wat so baie inwoners in diens neem, is hard getref deur die inperkings.
 - Goeie nuus vir Klapmuts se inwoners – more kom maak ek die nuwe Klapmuts Minibus staanplek (taxi rank) oop.
 - Na maande se gewerk en jare se beplanning kry Klapmuts uiteindelik hulle eie ordentlike taxi staanplek waarop ek geweldig trots is.
 - Ek glo die fasiliteit sal inwoners se lewens aansienlik vergemaklik en verbeter.
- Baie dankie".

3.

COMMUNICATION BY THE SPEAKER

"Madame Mayor and Councillors, today marks our 45th Council Meeting. Thank you to each and everyone of you for being here today. We all have been chosen to be part of this Council due to a mutual passion for our communities. Our passion and the energy we create is what help us to achieve our goals.

In these uncertain times we might become less eager as we are being tested by this pandemic. We lose people, and some lose their patience to persevere, but let us not lose our HOPE as it is one of the things that can carry us through this difficult time.

May our hope be restored for us to challenge the pandemic and not the other way around. We don't know when, but we will overcome this too and it will be a unified victory.

Other Notices**Birthdays in September are as follows:**

- Cllr Joanne Kleynhans 14 September
- Executive Mayor 24 September
- Cllr RONALDA NALUMANGO 27 September

A happy belated birthday to our CFO Kevin Carolus who celebrated his birthday on 21st August.

Councillors, Executive Mayor and CFO, I wish you all well on this New Year. May you be granted joy, love, peace and good health.

Farewell

- Today we bid farewell to Mr Jerome Potts who is retiring at the end of this month.
- Mr Potts, thank you for your valuable contribution and hard work you invested in this organization. Your position came with a lot of challenges, but you've done your duties with so much calmness and diligence.
- We wish you all the best and will surely miss your presence. Thank you!

MOMENT OF SILENCE

- Can we please have a moment of silence for families who have lost loved ones in this time.
- Madame Mayor, Municipal Manager and fellow Councillors let us move to the Business of the Day in dealing with the Council Agenda.

Thank you".

4.	COMMUNICATION BY THE MUNICIPAL MANAGER
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“Good morning
Madam Mayor,
Councillors and
Members of the public and Staff

Allow me to thank everyone for the well-wishes during my recent illness. I want to urge all the members of the public and staff to please get vaccinated. The vaccine does save lives and assists people not to get gravely sick. According to the latest report nobody that got the vaccine has died.

For me, what is really in the vaccine is: forgotten kisses and hugs; school trips; meetings with your grandparents at the dinner table; having dinner with friends again; being able to attend sport matches and hearing the roar of the crowd when your team scores a goal; weekends away; going out with friends; a simple handshake; open borders; our Tourism Sector has really been adversely affected. Job creation and jobs, that is what taking the vaccine will enable us to do.

I once again want to urge people to adhere to the covid protocols. We've noted that several staff had to isolate, and some are currently covid positive. We're still working on a rotational basis to minimize impact and to ensure that there are staff that can take over should people go into isolation. Sometimes there will be delays in terms of responses and services rendered, but we want to ensure that the standard of services is maintained, and I therefore ask the indulgence of the members of the public in this regard.

On behalf of the Administration, I would like to thank Mr Jerome Potts, Head: Committee Services who is retiring at the end of August 2021. Thank you for your years of unselfish service to the municipality. A man dedicated, very hardworking, always silent behind the scenes and making sure that the Council and all the other Committee meetings run smoothly. I want to wish you all the rest and enjoyment that the dear Lord will allow you on your retirement. You will surely leave a big void within the municipality and will surely be missed.

This year Women's month is very different, because due to covid we won't have an event for the female Councillors and Staff, because social interaction is not allowed anymore.

Last but not least, I want to thank all the staff for their services during these trying times, thank you for everything that you do for Stellenbosch Municipality, it is not going unnoticed. This is a trying year, we don't know if the elections will be postponed or not, we have to work around all the nuances and uncertainties and I'm requesting for the full commitment of Directorates and staff members in serving the community of Stellenbosch.

Thank you very much."

5.	DISCLOSURE OF INTERESTS
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NONE

6.	APPLICATIONS FOR LEAVE OF ABSENCE
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6.1 The following applications for leave of absence weres approved in terms of the Rules and Order By-law of Council:-

Cllr A Florence	– 24 August 2021
Cllr JG Hamilton	– 24 August 2021
Cllr N Jindela	– 24 August 2021
Cllr N Mananga-Gugushe (Ms)	– 24 August 2021
Cllr NE Mcombring (Ms)	– 24 August 2021
Cllr N Olayi	– 24 August 2021
Cllr WF Pietersen	– 24 August 2021
Cllr P Sitshoti (Ms)	– 24 August 2021

6.2 Permission was granted to Ald PW Biscombe to leave the meeting earlier (until 12:00).

6.3 ABSENT

Cllr MD Oliphant	– 24 August 2021
Cllr FT Bangani-Menziwa (Ms)	– 24 August 2021
Cllr T Gosa	– 24 August 2021

7.	CONFIRMATION OF THE MINUTES OF THE PREVIOUS MEETING
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7.1	44TH COUNCIL MEETING: 2021-07-28
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The minutes of the 44th Council Meeting: 2021-07-28 was **confirmed as correct.**

8.	STATUTORY MATTERS
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8.1	SDF / IDP / BUDGET TIME SCHEDULE / PROCESS PLAN 2022/23
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Collaborator No: 711481
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 24 August 2021

1. SUBJECT: SDF / IDP / BUDGET TIME SCHEDULE / PROCESS PLAN 2022/23

2. PURPOSE

To table to Council for consideration:

- (a) The Time Schedule / Process Plan 2022/23 of key activities and deadlines for the annual review, amendment and adoption of the Integrated Development Plan (IDP), Budget and Spatial Development Framework (SDF) processes, attached as **ANNEXURE A**.
- (b) The Online Public Participation Meeting Schedule for September 2021 and November 2021, attached as **ANNEXURE B**.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

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

The SDF / IDP / Budget Time Schedule 2022/23 endeavours to outline the key strategic activities and consultative processes that will contribute to the finalisation of the SDF, IDP and Budget revisions to be implemented in the 2022/23 financial year.

The SDF / IDP / Budget Time Schedule 2022/23 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 2022/23 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 further 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.

45TH COUNCIL MEETING: 2021-08-24: ITEM 8.1

RESOLVED (nem con)

- (a) that Council adopts the SDF / IDP / Budget Time Schedule for 2022/23 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 annual review, amendment and adoption of the Integrated Development Plan, attached as **ANNEXURE A**;
- (b) that Council approves the Online Public Participation meeting schedule for September 2021 and November 2021 (should the Local Government Elections be held in February 2022), attached as **ANNEXURE B**;
- (c) that the SDF / IDP / Budget Time Schedule / Process Plan for 2022/23 be placed on the municipal website, municipal notice boards and libraries, notifying the public and municipal stakeholders of the planned process; and
- (d) that, if amendments to the SDF / IDP / Budget Time Schedule / Process Plan for 2022/23 must be made as a result of further liaison and directives from other role players, inter alia, COGTA and the Western Cape Government: Department of Local Government, the Executive Mayoral Committee is given the mandate to introduce the amendments and to notify Council accordingly.

8.2	ADJUSTMENTS BUDGET (ROLL-OVER) 2021/2022
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

24 August 2021

1. SUBJECT: ADJUSTMENTS BUDGET (ROLL-OVER) 2021/2022

2. PURPOSE

To present the adjustments budget roll-over for the 2021/2022 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.

45TH COUNCIL MEETING: 2021-08-24: ITEM 8.2

RESOLVED (majority vote)

- (a) that the Adjustments Budget for 2021/2022 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).

FOR FURTHER DETAILS CONTACT:

NAME	MONIQUE STEYL
POSITION	<i>Senior Manager: Financial Management Services</i>
DIRECTORATE	FINANCIAL SERVICES
CONTACT NUMBERS	021 808 8512
E-MAIL ADDRESS	<i>Monique.Steyl@stellenbosch.gov.za</i>
REPORT DA/TE	12 August 2021

8.3	MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR JULY 2021
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Collaborator No: 711528
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 24 August 2021

1. SUBJECT: MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR JULY 2021

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 July 2021.

45TH COUNCIL MEETING: 2021-08-24: ITEM 8.3

NOTED

the deviations as listed for the month of July 2021.

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	12 August 2021

9.	REPORT BY THE MUNICIPAL MANAGER RE OUTSTANDING RESOLUTIONS
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As per Council directive (2021-01-27: Item 9) the Report by the Municipal Manager re Outstanding Resolutions taken at previous meetings of Council, is referred to the Section 80 Committees for scrutiny and interrogation.

The report attached hereto as **APPENDIX 1, IS FOR INFORMATION ONLY.**

45TH COUNCIL MEETING: 2021-08-24: ITEM 9

NOTED

the report by the Municipal Manager re outstanding resolutions taken at previous meetings of Council.

10.	ITEMS FOR NOTING
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10.1	REPORT/S BY THE EXECUTIVE MAYOR
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NONE

10.2	REPORT/S BY THE SPEAKER
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NONE

10.3	REPORT/S BY THE MUNICIPAL MANAGER
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NONE

11.	ITEMS FOR CONSIDERATION FROM THE EXECUTIVE MAYOR OR MAYORAL COMMITTEE: [ALD. G VAN DEVENTER (MS)]
11.1	COMMUNITY DEVELOPMENT AND PROTECTION SERVICES: (PC: CLLR R BADENHORST)
11.1.1	INTERNAL PARKING MANAGEMENT MODEL FOR STELLENBOSCH MUNICIPALITY

Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

24 August 2021

1. SUBJECT: INTERNAL PARKING MANAGEMENT MODEL FOR STELLENBOSCH MUNICIPALITY

2. PURPOSE

To consider a proposal to manage on- and off- street parking in Stellenbosch CBD internally on an interim basis.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

The Stellenbosch Municipality is responsible for the supply, maintenance, and management of public parking within its area of jurisdiction.

Parking is currently being managed by an external service provider through a tender. The contract lapses on 30 September 2021. A decision must be made as to how to deal with parking management on a long term basis. Whilst the administration is investigating the possibilities and options a shorter term solution must be approved.

It is proposed that the parking in the CBD be managed internally, on a trial basis, for a period of 3 months with a possibility to extend the period for up to a maximum of 12 months from 01 October 2021. This will allow the municipality sufficient time to conclude its parking development programme and to determine the best parking management model for Stellenbosch.

45TH COUNCIL MEETING: 2021-08-24: ITEM 11.1.1

RESOLVED (majority vote)

- (a) that Council approves the proposal to manage parking internally, on a trial basis for a period of 3 months with a possibility to extend the period for up to a maximum of 12 months from 01 October 2021; taking public comment received in the interim into account;
- (b) that the Municipal Manager be mandated to appoint the necessary staff on a project basis, with an equitable representation from the entire Stellenbosch Municipal Area where practical;

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- (c) that the Municipal Manager be mandated to start the process required to outsource any or all of the current off street parking areas;
- (d) that the Municipal Manager, after consultation with the Executive Mayor, be mandated to make changes to the interim parking execution as and when necessary, taking into account the present economic circumstances and COVID regulations;
- (e) that the peace officer ratio to parking bay be increased from 1:15 to 1:20;
- (f) that the parking management hours (on-street and off-street) be changed: Weekdays 07h30-16h00 (Parking Operational Hours from 08h00-15h30). No Saturday deployment. Parking Management hours to be assessed in order to consider increased timings and staff based on efficacy and affordability;
- (g) that off street parking be operated on Enter and Receive Time slip, Pay on Exit;
- (h) that bank approved POS card machines be used by renting 122 machines (61 in use while 61 is on charge);
- (i) that, to start off with card transactions only whilst other methods of payments are investigated; and
- (j) that the R440 000 district funding for CBD safety be used to kick-start the project.

FOR FURTHER DETAILS CONTACT:

NAME	<i>Charl Kitching</i>
POSITION	<i>Senior Manager Protection Services</i>
DIRECTORATE	<i>Community and Protection Services</i>
CONTACT NUMBERS	<i>021 808 8815</i>
E-MAIL ADDRESS	<i>Charl.kitching@stellenbosch.gov.za</i>
REPORT DATE	<i>13 August 2021</i>

11.2	CORPORATE SERVICES: (PC: CLLR AR FRAZENBURG)
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NONE

11.3	FINANCIAL SERVICES: [PC: CLLR P CRAWLEY (MS)]
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NONE

11.4	HUMAN SETTLEMENTS: (PC: CLLR N JINDELA)
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NONE

11.5	INFRASTRUCTURE: (PC: CLLR Q SMIT)
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11.5.1	STATUS REPORT ON THE GENERATION OF ALTERNATE ELECTRICITY ENERGY SUPPLIES
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

24 August 2021

1. SUBJECT: STATUS REPORT ON THE GENERATION OF ALTERNATE ELECTRICITY ENERGY SUPPLIES

2. PURPOSE

To inform Council of the progress with the augmentation of the electricity energy supplies to Stellenbosch Municipality in order to drastically reduce the impact of Electricity Loadshedding on Stellenbosch Municipality

3. DELEGATED AUTHORITY

For notification by the Municipal Council

4. EXECUTIVE SUMMARY

Under previous circumstances, the Constitution, did not allow Local Government to enter into the generation of electricity and the Electricity Regulation Act did not allow municipalities to purchase electricity from any company other than Eskom. Through the promulgation of Electricity Regulation Act Regulations, in 16 October 2020, this changed and municipalities are now allowed to generate electricity and purchase electricity from other electricity providers than Eskom.

Stellenbosch Municipality is in the position to make use of internal research entities, Stellenbosch University and the Council for Scientific and Industrial Research (CSIR) as well as the Western Cape Government to facilitate the investigations into viability and feasibility of the following possible projects and other similar possibilities:

- a. Rooftop Solar Panel Generation of Electricity
- b. Methane mining of the Landfill Site and utilising methane to power engines which in turn generates electricity through generators
- c. Storage of Electricity with batteries/capacitor in order store cheap electricity at night and to use this during expensive slots within the day
- d. Allowing the public to generate electricity and sell this to the municipality
- e. Purchasing Electricity from registered Independent Power Providers (IPPs)
- f. Investigating the generation of electricity on a large scale with the view of onward selling of this electricity to willing buyers outside the jurisdiction of Stellenbosch Municipality.

45TH COUNCIL MEETING: 2021-08-24: ITEM 11.5.1

NOTED

- (a) the status of the Alternate Electricity Energy investigations and studies being performed, and in particular:
 - (i) Memorandums of Understanding entered into with:
 - a. University of Stellenbosch
 - b. Council of Scientific & Industrial Research (CSIR)
 - c. Western Cape Government (WCG)
 - (ii) Service Levels Agreements entered into with:
 - a. University of Stellenbosch
 - b. Council of Scientific & Industrial Research (CSIR)
 - c. Western Cape Government (WCG)
- (b) the commencement with the following projects:
 - (i) Rooftop Solar Photo Voltaic Investigation
 - (ii) Energy Master Plan creation

11.5.2	REQUEST FOR APPROVAL OF STELLENBOSCH MUNICIPALITY BY-LAW ON ROADS AND STREETS
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

24 August 2021

1. SUBJECT: REQUEST FOR APPROVAL OF STELLENBOSCH MUNICIPALITY BY-LAW ON ROADS AND STREETS

2. PURPOSE

That Council considers and approves the 2021 By-Law on Roads and Streets for promulgation, as well as the Repeal Schedule - which will repeal of the Stellenbosch Municipality 2010 By-Law on Streets. That Council also approves the repeal of the Municipality's By-Law on Roads and Streets, promulgated in May 2021, which did not contain the schedule of By-Laws to be repealed.

3. DELEGATED AUTHORITY

Municipal Council.

4. EXECUTIVE SUMMARY

The 2021 By-Law on Roads and Streets was approved by Council in April 2021 and subsequently promulgated in May 2021. Documentation submitted to Council in April 2021 did not contain the Repeal Schedule (**ANNEXURE B**), indicating the By-Laws to be repealed.

The approval of the Repeal Schedule alluded to above is required to repeal all previous bylaws promulgated, to enable the Municipality to implement the 2021 By-law on Roads and Streets (**ANNEXURE A**, clause 44 has reference).

45TH COUNCIL MEETING: 2021-08-24: ITEM 11.5.2

RESOLVED (majority vote)

- (a) that Council rescinds the Council resolution dated 28th April 2021; and
- (b) that the Roads and Streets By-law (2021) (**APPENDIX A**) and the Repeal Schedule (**APPENDIX B**) be approved for promulgation.

FOR FURTHER DETAILS CONTACT:

NAME	Deon Louw
POSITION	<i>Director</i>
DIRECTORATE	<i>Infrastructure Services</i>
CONTACT NUMBERS	<i>021 808 8213</i>
E-MAIL ADDRESS	<u><i>Deon.louw@stellenbosch.gov.za</i></u>
REPORT DATE	<i>10 August 2021</i>

11.6	PARKS, OPEN SPACES AND ENVIRONMENT: (PC: XL MDEMKA (MS))
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NONE

11.7	PLANNING, LOCAL ECONOMIC DEVELOPMENT AND TOURISM: (PC: CLLR E GROENEWALD (MS))
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NONE

11.8	RURAL MANAGEMENT: (PC: CLLR S PETERS)
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NONE

11.9	YOUTH, SPORTS AND CULTURE: (PC: CLLR J FASSER)
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NONE

11.10	MUNICIPAL MANAGER
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NONE

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	REMAINING CORE COMPONENTS OF THE ANNUAL REPORT 2019/20

Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

24 August 2021

1. SUBJECT: REMAINING CORE COMPONENTS OF THE ANNUAL REPORT 2019/20

2. PURPOSE

To submit the final Audit Report from the AGSA for the 2019/20 and the Report from the Audit and Performance Audit Committee 2019/20 for finalisation of the annual report oversight process.

3. DELEGATED AUTHORITY

Municipal Public Accounts Committee.

4. EXECUTIVE SUMMARY

The Draft Annual Report 2019/20 was referred by Council, on 31 March 2021, to the MPAC, to fulfil the functions of the Oversight Committee. The appointment and mandate of the MPAC/Oversight Committee were informed by the MFMA Circular 32 of 2006.

Committee members, including the two co-opted members, have scrutinised the Draft Annual Report 2019/20 and requested, where required, responses from the relevant Directorates. The Annual Report 2019/20 was objectively reviewed by the MPAC Members to ascertain whether the Annual Report 2019/20 is a true and accurate reflection of the municipality's performance for the 2019/20 financial year. The public were also invited to attend a public hearing to submit any representations on the Annual Report 2019/20. The public hearing was held on 15 April 2021.

During April and May 2021, when that draft Annual Report 2019/20 was discussed by the MPAC, the report from the Auditor General of South Africa (AGSA), as contemplated in terms of Section 121(3)(b) and (d), was not yet available. Consequently, the Audit and Performance Audit Committee (APAC) could also not finalise its report for the 2019/20 financial year. Hence, both reports (the AGSA's 2019/20 audit report and the APAC Report 2019/20) are herewith submitted to include the reports as part of the Annual Report 2019/20 as approved by Council on 26 May 2021.

45TH COUNCIL MEETING: 2021-08-24: ITEM 12.1.1

RESOLVED (majority vote)

- (a) that the Audit and Performance Audit Committee Report 2019/20, be noted; and
- (b) that the Auditor-General SA Audit Report 2019/20, be noted.

13.	REPORTS BY THE MUNICIPAL MANAGER
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13.1.1	CONSIDERATION ON APPLICATIONS RECEIVED: AMENDMENT FOR 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 SYSTEMS ACT, 32 OF 2000, FINANCIAL YEAR 2021 / 2022: (LOCAL TOURISM)
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Collaborator No: 711893
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 24 August 2021

- SUBJECT: CONSIDERATION ON APPLICATIONS RECEIVED: AMENDMENT FOR 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 SYSTEMS ACT, 32 OF 2000, FINANCIAL YEAR 2021 / 2022: (LOCAL TOURISM)**

- PURPOSE OF MEETING**

To discuss and consider the amendment to the funding applications for the 2021 / 2022 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, as approved by Council at the Special Council Meeting dated 23 June 2021.

- DELEGATED AUTHORITY**

In terms of Section 7(2) of said policy the Grants Committee is delegated to allocate funds to External Bodies Performing a Municipal Function.

- 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 following bodies submitted applications by the closing date for funding to perform the local tourism function for Council for the 2021 / 2022 financial year and this is compared with the funding granted for the 2020 / 2021 financial year.

Applicant	2021 / 2022	2021 / 2022
	Funding Approved by Council on 23 June 2021, in Rand Value	Additional Funding Requested
Visit Stellenbosch Dwarsrivier Tourism	3 452 000.00 <i>Including funding for Dwarsrivier Tourism Region</i>	300 000.00 (R3 452 000)
Franschhoek Wine Valley Tourist Association	1 616 489.00	1 616 489.00
Total Funding Requested	5 068 489.00	5 368 489.00

Currently, Council has allocated the above amount of R5 068 489.00 to the Local Tourism Organisations (“LTO”) for the 2021 / 2022 financial year.

The Directorate: Planning & Economic Development has however been informed that the Stellenbosch Wine Route, which is part of Visit Stellenbosch has submitted a request for funding for the compilation and printing of the 50th year of existence of the Stellenbosch Wine Route, which is the oldest wine route within the Republic of South Africa.

45TH COUNCIL MEETING: 2021-08-24: ITEM 13.1.1

RESOLVED (majority vote)

- (a) that an additional amount of R300 000 be allocated to Visit Stellenbosch to develop and print the commemorative book for the 50th year of existence of the Stellenbosch Wine Route;
- (b) that the funding be allocated in addition to the already approved amount of R3 452 000.00 by Council to Visit Stellenbosch; and
- (c) that, should the development and the printing of the Commemorative Book not be implemented the funds in the amount of R300 000.00 be reimbursement to the Municipality within the timeframe as prescribed within the Memorandum of Agreement.

Cllr G Cele (Ms) requested that her vote of dissent be minuted.

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	17 August 2021

14.	CONSIDERATION OF NOTICES OF QUESTIONS AND NOTICES OF MOTIONS RECEIVED BY THE SPEAKER
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NONE

15.	CONSIDERATION OF URGENT MOTIONS
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NONE

16.	URGENT MATTERS SUBMITTED BY THE MUNICIPAL MANAGER
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NONE

17.	REPORTS SUBMITTED BY THE SPEAKER
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17.1	INVESTGATION INTO ALLEGATIONS OF MISCONDUCT BY COUNCILLOR R DU TOIT
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

24 August 2021

1. SUBJECT: INVESTGATION INTO ALLEGATIONS OF MISCONDUCT BY COUNCILLOR R DU TOIT.

2. PURPOSE

To consider the report of the Disciplinary Committee against Councillor Cllr R du Toit, which was done in terms of item 14 of Schedule 1 of the Local Government Act: Municipal Systems Act 32 of 2000, as well as the Approved Code of Conduct for Councillors. The report is submitted by the Speaker.

3. DELGATED AUTHORITY

Municipal Council.

4. EXECUTIVE SUMMARY

The Office of the Speaker received a formal complaint against Cllr R du Toit, for various allegations as listed in the letter of complaint. The Office of the Speaker was requested to assist with the investigation and for this matter Speaker opted to appoint outside legal services.

An Investigator (Adv. Ettiene Vermaak) was appointed to assist the Speaker with the investigation into facts and circumstances related to the complaints received against Councillor R Du Toit.

Advocate Vermaak provided a report with recommendations to the Speaker's office, which report served before Council for consideration on 24 August 2020. In his report Advocate Vermaak under **Remarks** page 36 said that: "In my view, she did not transgress the Code of Conduct for Councillors as attached as **APPENDIX 1**.

Council however referred the matter to the Disciplinary Committee of Council for Councillors to investigate the matters and make a finding on any alleged breach of the Code of conduct; and that, following the investigation, the Disciplinary Committee make appropriate recommendations to the Council in the event of any findings as per **APPENDIX 2**.

The Disciplinary Committee hearing was set for 20th April 2021 and Cllr R du Toit was informed of the hearing and also informed of her right to have a representative present. A copy of the Notice and Charge Sheet is attached as **APPENDIX 3**. Cllr R du Toit as well as the complainant was present at the hearing.

The case was vigorously discuss, heated debate takes place and cross examination of the accused and witness of the facts and circumstances around the matters at hand was thoroughly done.

Based on all evidence submitted and produced to the disciplinary committee and as per the regulations for disciplinary hearings the disciplinary committee make the following findings and subsequent recommendation to Council.

The disciplinary committee would hereby urge Cllr Du Toit to seriously reconsider her position and involvement in the organization as stipulated in the charge sheet.

The committee is of the opinion that Cllr Du Toit did not intentionally act in bad faith, however the committee strongly feels that the integrity of Council has nevertheless been affected based on the evidence produced, and therefore make the following recommendation to Council "*based on our finding of Guilty*".

45TH COUNCIL MEETING: 2021-08-24: ITEM 17.1

The Speaker **RULED**

that this matter be withdrawn.

18.	REPORTS SUBMITTED BY THE EXECUTIVE MAYOR
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NONE

19.	MATTERS TO BE CONSIDERED IN-COMMITTEE
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NONE

The meeting adjourned at 11:35.

CHAIRPERSON:

DATE:

Confirmed on **with**

8.	STATUTORY MATTERS
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8.1	MUNICIPAL PUBLIC ACCOUNTS COMMITTEE (MPAC) SUPPLEMENTARY OVERSIGHT REPORT ON THE ANNUAL REPORT 2019/20
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Collaborator No: 713271
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 15 September 2021 and 29 September 2021

1. SUBJECT: MUNICIPAL PUBLIC ACCOUNTS COMMITTEE (MPAC) SUPPLEMENTARY OVERSIGHT REPORT ON THE ANNUAL REPORT 2019/20

2. PURPOSE

To submit to Council, the supplementary Oversight Report on the Annual Report 2019/20 for consideration and adoption.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

The Draft Annual Report 2019/20 was referred by Council, on 31 March 2021, to the MPAC which fulfilled the functions of the Oversight Committee. The appointment and mandate of the MPAC/Oversight Committee were informed by the MFMA Circular 32 of 2006.

Committee members, including the two co-opted members, have scrutinised the Draft Annual Report 2019/20 and requested, where required, responses from the relevant Directorates. The Annual Report 2019/20 was objectively reviewed by the MPAC Members to ascertain whether the Annual Report 2019/20 is a true and accurate reflection of the municipality's performance for the 2019/20 financial year. The public were also invited to attend a public hearing to submit any representations on the Annual Report 2019/20. The public hearing was held on 15 April 2021.

At the time of deliberating on the Annual Report 2019/20, the report from the Auditor General of South Africa (AGSA), as contemplated in terms of Section 121(3)(b) and (d), was not yet available.

The Oversight Report on the Annual Report 2019/20 was adopted by Council on 26 May 2021 with the following reservation that, as soon as the AGSA's report for the 2019/20 becomes available, that it be submitted to the MPAC and Council for consideration.

The AGSA's report was signed on 13 July 2021. The Audit and Performance Audit Committee (APAC) then concluded its annual report and both reports (the AGSA and APAC reports 2019/20) were submitted to Council for consideration on 28 July 2021.

The remaining core components were advertised in the local media and on the municipality's website. Community members and interested and affected parties were invited to submit any input/s on or before 19 August 2021. No inputs were received from members of the community and or any other interested and affected party/s.

An MPAC meeting was held on 05 August 2021 to discuss the remaining core components of the Annual Report 2019/20.

5. RECOMMENDATIONS

- (a) that Council, having fully considered the supplementary Oversight Report on the Annual Report 2019/20 of the Stellenbosch Municipality, ADOPTS the supplementary Oversight Report 2019/20 without any reservations;
- (b) that Council, having fully considered the remaining core components of the Annual Report 2019/20, attached hereto as **ANNEXURE A** and B of the supplementary Oversight Report on the Annual Report 2019/20, APPROVES that the remaining core components of the Annual Report 2019/20 be inserted in the Annual Report 2019/20;
- (c) that the supplementary Oversight Report 2019/20 be made public in accordance with Section 129(3) of the MFMA; and
- (d) that the supplementary Oversight Report on the Annual Report 2019/20 be submitted in accordance with Section 129(2)(b) and 132(2) of the MFMA to the Auditor General of South Africa, Provincial Treasury: Western Cape, Department of Local Government: Western Cape and the Provincial Legislature: Western Cape.

6. DISCUSSION**6.1 Background**

The MFMA promotes transparency and accountability for the fiscal and financial affairs of all municipalities and municipal entities through in-year and annual reporting. This can be achieved where there is a clear link between the strategic objectives agreed with the community, the Integrated Development Plan (IDP), the Budget, Service Delivery and Budget Implementation Plan (SDBIP), performance agreements of senior management and officials, in-year reports, annual financial statements, annual performance report and the Annual Report. All these reports form one process to ensure that the actual performance is reported against what was planned and contained in the IDP. In this way the annual reporting is a backward-looking process of financial and non-financial performance for the financial year ended and audited. It is therefore a post-financial year document.

The Annual Report requires the collection and consolidation of a range of financial and non-financial performance information about the municipality. It provides an authoritative record of the activities and performance of the municipality for each financial year. In time it will serve as a key historic record of the municipality revealing the progress, growth and development of municipal services and performance.

In terms of Section 121(3) of the MFMA, the Annual Report of a municipality or municipal entity must include the following core components. These core components are normally annexed to the Draft Annual Report when presented to Council:

- a) The Annual Financial Statements as submitted to the AGSA (Section 121(3)(a));
- b) the AGSA's audit report in terms of section 126(3) on those financial statements (Section 121(3)(b));
- c) the annual performance report of the municipality prepared by the municipality in terms of Section 46 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) (MSA) (Section 121(3)(c));
- d) the AGSA's audit report in terms of section 45(b) of the MSA (Section 121(3)(d)); and
- e) particulars of any corrective action taken or to be taken in response to issues raised in the audit reports referred to in paragraphs (b) and (d) in the MFMA (Section 121(3)(g)).

The Minister of Finance issued a Ministerial Exemption in terms of section 177(1)(b) of the MFMA on 05 August 2020, exempting municipalities and municipal entities from submitting their annual financial statements and related reports for auditing at the end of August 2020. The notice allows for a two-month delay in the submission of Annual Financial Statements, Annual Reports, Audit opinions, and oversight reports. Hence, why the Draft Annual Report 2019/20 was submitted to Council in March 2021 and the final MPAC Oversight Report to Council in May 2021.

It must be noted that the AGSA commenced with its audit later as per usual. This has caused a delay with the inception of the external audit by the AGSA as well as with the issuing of their report. The AGSA report 2019/20 was signed on 13 July 2021 and was submitted to Council on 28 July 2021. In addition, the APAC also concluded its report after receiving the AGSA report 2019/20, and was also submitted to Council on 28 July 2021, as part of the finalisation of the Annual Report 2019/20 oversight process.

Members of the community and other interested and affected parties were invited to make representations on the remaining core components of the Annual Report 2019/20 on or before 19 August 2021. Unfortunately, no written submissions were received on or before the due date.

The MPAC also held a meeting on 05 August 2021 to discuss the remaining core components of the Annual Report 2019/20.

6.2 Financial Implications

There are no financial implications beyond that which was approved in the 2020/21 MTREF Budget.

6.3 Legal Implications

Section 121(3) of the MFMA states that the annual report of a municipality must include—

- (a) the annual financial statements of the municipality, and in addition, if section 122(2) applies, consolidated annual financial statements, as submitted to the Auditor-General for audit in terms of section 126(1);
- (b) the Auditor-General's audit report in terms of section 126(3) on those financial statements;
- (c) the annual performance report of the municipality prepared by the municipality in terms of section 46 of the Municipal Systems Act;
- (d) the Auditor-General's audit report in terms of section 45(b) of the Municipal Systems Act;
- (e) an assessment by the municipality's accounting officer of any arrears on municipal taxes and service charges;
- (f) an assessment by the municipality's accounting officer of the municipality's performance against the measurable performance objectives referred to in section 17(3)(b) for revenue collection from each revenue source and for each vote in the municipality's approved budget for the relevant financial year;
- (g) particulars of any corrective action taken or to be taken in response to issues raised in the audit reports referred to in paragraphs (b) and (d);
- (h) any explanations that may be necessary to clarify issues in connection with the financial statements;

- (i) any information as determined by the municipality;
- (j) any recommendations of the municipality's audit committee; and
- (k) any other information as may be prescribed.

Section 127(2) of the MFMA states that "*The mayor of a municipality must, within seven months after the end of a financial year, table in the municipal council the annual report of the municipality and of any municipal entity under the municipality's sole or shared control.*"

Furthermore, Section 127(3) of the MFMA states that "*If the mayor, for whatever reason, is unable to table in the council the annual report of the municipality, or the annual report of any municipal entity under the municipality's sole or shared control, within seven months after the end of the financial year to which the report relates, the mayor must— (a) promptly submit to the council a written explanation referred to in section 133(1)(a) setting out the reasons for the delay, together with any components of the annual report listed in section 121(3) or (4) that are ready; and (b) submit to the council the outstanding annual report or the outstanding components of the annual report as soon as may be possible.*"

6.4 Staff Implications

This report has no staff implications to the Municipality.

6.5 Risk Implication

None

6.6 Previous Council Resolutions

Item 8.4 of the 41st meeting of the Stellenbosch Municipal Council, 31 March 2021, "*Tabling of the Draft Annual Report 2019/20*"

Item 8.1 of the 43rd meeting of the Stellenbosch Municipal Council, 26 May 2021, "*Municipal Public Accounts Committee (MPAC) Oversight Report on the Annual Report 2019/20*"

Item 8.6 of the 44th meeting of the Stellenbosch Municipal Council, 28 July 2021, "*Tabling of the Remaining Core Components of the Annual Report 2019/20*"

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: 2021-09-15: ITEM 6.1

- (a) that Council, having fully considered the supplementary Oversight Report on the Annual Report 2019/20 of the Stellenbosch Municipality, **adopts the supplementary Oversight Report 2019/20 without any reservations;**
- (b) that Council, having fully considered the remaining core components of the Annual Report 2019/20, attached hereto as **ANNEXURE A** and B of the supplementary Oversight Report on the Annual Report 2019/20, **approves that the remaining core components of the Annual Report 2019/20 be inserted in the Annual Report 2019/20;**
- (c) that the supplementary Oversight Report 2019/20 be made public in accordance with Section 129(3) of the MFMA; and
- (d) that the supplementary Oversight Report on the Annual Report 2019/20 be submitted in accordance with Section 129(2)(b) and 132(2) of the MFMA to the Auditor General of South Africa, Provincial Treasury: Western Cape, Department of Local Government: Western Cape and the Provincial Legislature: Western Cape.

ANNEXURES

Annexure A: Supplementary Annual Report Oversight Report 2019/20

FOR FURTHER DETAILS CONTACT:

NAME	Gurswin Cain
POSITION	Manager: IDP/PMS/PP
DIRECTORATE	Municipal Manager
CONTACT NUMBERS	021 808 8174
E-MAIL ADDRESS	gurswin.cain@stellenbosch.gov.za
REPORT DATE	06 August 2021

ANNEXURE A

SUPPLEMENTARY ANNUAL REPORT OVERSIGHT REPORT 2019/20

This supplementary Oversight Report is based on the remaining core components of the Annual Report 2019/20 and is drafted and submitted in accordance with the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003)

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1. INTRODUCTION

The annual report is one of the key instruments of transparent governance and accountability. It is a post-financial year document which provides an overview of the process of financial and non-financial performance in respect of the previous financial year, which in this instance relates to the 2019/20 financial year. The tabling and adoption of the annual report is a legislative requirement in terms of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA).

1.1 PURPOSE

The purpose of this report is to present to Council for adoption, the remaining core components of the Annual Report 2019/20 as well as the supplementary Oversight Report on the Annual Report 2019/20 as contemplated in terms of Section 129 of the MFMA.

2. ANNUAL REPORT 2019/20

2.1 LEGAL FRAMEWORK

Herewith an extract from the key legislative requirements as per MFMA relating to the annual report:-

121. Preparation and adoption of annual reports.

- (1) *Every municipality and every municipal entity must for each financial year prepare an annual report in accordance with this Chapter. The council of a municipality must within nine months after the end of a financial year deal with the annual report of the municipality and of any municipal entity under the municipality's sole or shared control in accordance with [section 129](#).*
- (2) *The purpose of an annual report is—*
 - (a) *to provide a record of the activities of the municipality or municipal entity during the financial year to which the report relates;*
 - (b) *to provide a report on performance against the budget of the municipality or municipal entity for that financial year; and*
 - (c) *to promote accountability to the local community for the decisions made throughout the year by the municipality or municipal entity.*

127. Submission and tabling of annual reports

- (2) *The mayor of a municipality must, within seven months after the end of a financial year, table in the municipal council the annual report of the municipality and of any municipal entity under the municipality's sole or shared control.*

129. Oversight reports on annual reports.

- (1) *The council of a municipality must consider the annual report of the municipality and of any municipal entity under the municipality's sole or shared control, and by no later than two months from the date on which the annual report was tabled in the council in terms of [section 127](#), adopt an oversight report containing the council's comments on the annual report, which must include a statement whether the council—*
 - (a) *has approved the annual report with or without reservations;*
 - (b) *has rejected the annual report; or*
 - (c) *has referred the annual report back for revision of those components that can be revised.*

2.2 COMPONENTS OF THE ANNUAL REPORT

The format of the Annual Report 2019/20 is based on the annual report template issued by National Treasury in terms of the MFMA Circular 63 of 2012, which differs significantly from the Annual Report Guidelines (MFMA Circular 11) issued by National Treasury in 2005.

MFMA Circular 63 of 2012 comprises six (6) chapters and attempts to cover all the aspects that needs to be reported on as derived from the MFMA and the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) (MSA).

In terms of Section 121(3) of the MFMA, the Annual Report of a municipality or municipal entity must include the following core components. These core components are normally annexed to the Draft Annual Report when presented to Council:

- a) The Annual Financial Statements as submitted to the AGSA (Section 121(3)(a));
- b) the AGSA's audit report in terms of section 126(3) on those financial statements (Section 121(3)(b));
- c) the annual performance report of the municipality prepared by the municipality in terms of Section 46 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) (MSA) (Section 121(3)(c));
- d) the AGSA's audit report in terms of section 45(b) of the MSA (Section 121(3)(d)); and
- e) particulars of any corrective action taken or to be taken in response to issues raised in the audit reports referred to in paragraphs (b) and (d) in the MFMA (Section 121(3)(g)).

At the time of deliberating on the Annual Report 2019/20, the report from the Auditor General of South Africa (AGSA), as contemplated in terms of Section 121(3)(b) and (d), was not yet available.

The Oversight Report on the Annual Report 2019/20 was, subsequently, adopted by Council on **26 May 2021** with the following reservation that, as soon as the AGSA's report for the 2019/20 becomes available, that it be submitted to the MPAC and Council for consideration.

The AGSA's report was signed on 13 July 2021. The Audit and Performance Audit Committee (APAC) then also concluded its annual report and both reports were submitted to Council for consideration on 28 July 2021.

3. ANNUAL REPORT 2019/20 CONSULTATION AND ADOPTION PROCESS








3.1 MUNICIPAL PUBLIC ACCOUNTS COMMITTEE

In terms of Council resolution, a Municipal Public Accounts Committee (MPAC) was established in terms of Section 79 of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998). The Terms of Reference tasks the MPAC with the responsibility to perform an oversight role over the process of preparing the Annual Report of Council and to produce an Oversight Report based on the Annual Report.

The schedule of MPAC meetings was presented in Council on **31 March 2021** and published on the Municipal Website and in the local newspaper. As required by the MFMA, the Municipal Manager attended the Council Meeting where the Annual Report 2019/20 was tabled (31 March 2021) to be released for public comment as well as the MPAC Meeting to answer questions posed by MPAC Members and to respond to written and oral representations from the community.

The attendance of MPAC members for the purpose of discussing the remaining core components of the Annual Report 2019/20 is recorded as follows:

TABLE 3:1: MPAC MEETING ATTENDANCE

Name	MPAC Meeting
	05 August 2021
Cllr Wilfred Pietersen (MPAC Chairperson)	
Cllr Malcolm Johnson (MPAC Member)	
Cllr Siegfried Schäfer (MPAC Member)	
Cllr Nokuthula Gugushe (MPAC Member)	
Cllr Emily Fredericks (MPAC Member)	
Irmela Alberts (Co-opted Member)	
Jacobus Davids (Co-opted Member)	

 - Attended  - Absent with an apology  - Absent without an apology

3.2 ADOPTION AND PUBLIC CONSULTATION PROCESS

The remaining core components of the Annual Report 2019/20 was tabled to Council on **28 July 2021**.

The remaining core components of the Annual Report 2019/20 were advertised in the local media and on the municipality's website. Community members and interested and affected parties were invited to submit any input/s on or before **19 August 2021**.

No inputs were received from community members and or any other interested and affected party/s.

An MPAC meeting was held on 05 August 2021 to discuss the remaining core components of the Annual Report 2019/20.

3.3 MATTERS DISCUSSED BY THE MPAC

The MPAC Members noted the remaining core components of the Annual Report 2019/20 and congratulated the municipality for the audit outcome as communicated in the AGSA Audit Report 2019/20

4. CONCLUSION

As Chairperson of the MPAC, I would like to thank the MPAC Committee Members, the Executive Mayor and Mayoral Committee, the Municipal Manager, Directors, Senior Managers, as well as all the officials for their contribution to the achievement of the audit outcome. The "clean audit" outcome is testament of the municipality's commitment to service delivery and good governance. Their diligence and constructive commitment during this oversight period is noted and appreciated.

5. RECOMMENDED RESOLUTION TO BE ADOPTED BY COUNCIL

In accordance with Section 129(1) of the MFMA it is **RECOMMENDED** to Council:-

1. That Council, having fully considered the supplementary Oversight Report on the Annual Report 2019/20 of the Stellenbosch Municipality, **ADOPTS** the supplementary Oversight Report 2019/20 without any reservations;
2. That Council, having fully considered the remaining core components of the Annual Report 2019/20, attached hereto as Annexure A and B of the supplementary Oversight Report on the Annual Report 2019/20, **APPROVES** that the remaining core components of the Annual Report 2019/20 be inserted in the Annual Report 2019/20;

3. That the supplementary Oversight Report 2019/20 be made public in accordance with Section 129(3) of the MFMA; and
4. That the supplementary Oversight Report on the Annual Report 2019/20 be submitted in accordance with Section 129(2)(b) and 132(2) of the MFMA to the Auditor General of South Africa, Provincial Treasury: Western Cape, Department of Local Government: Western Cape and the Provincial Legislature: Western Cape.



CLLR WILFRED PIETERSEN
MPAC CHAIRPERSON

DATE: 8/9/201

Annexure A:

**AGSA's 2019/20 audit report for the Stellenbosch
Municipality**

Report of the auditor-general to the Western Cape Provincial Parliament and council on the Stellenbosch Municipality

Report on the audit of the financial statements

Opinion

1. I have audited the financial statements of the Stellenbosch Municipality set out on pages 5 to 143, which comprise the statement of financial position as at 30 June 2020, statement of financial performance, statement of changes in net assets, cash flow statement and statement of comparison of budget and actual amounts for the year then ended, as well as the notes to the financial statements, including a summary of significant accounting policies.
2. In my opinion, the financial statements present fairly, in all material respects, the financial position of the Stellenbosch Municipality as at 30 June 2020, and its financial performance and cash flows for the year then ended in accordance with the Standards of Generally Recognised Accounting Practice (GRAP) and the requirements of the Municipal Finance Management Act 56 of 2003 (MFMA) and the Division of Revenue Act 16 of 2019 (Dora).

Basis for opinion

3. I conducted my audit in accordance with the International Standards on Auditing (ISAs). My responsibilities under those standards are further described in the auditor-general's responsibilities for the audit of the financial statements section of this auditor's report.
4. I am independent of the municipality in accordance with the International Ethics Standards Board for Accountants' *International code of ethics for professional accountants (including International Independence Standards)* (IESBA code) as well as other ethical requirements that are relevant to my audit in South Africa. I have fulfilled my other ethical responsibilities in accordance with these requirements and the IESBA code.
5. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Emphasis of matters

6. I draw attention to the matters below. My opinion is not modified in respect of these matters.

Restatement of corresponding figures

7. As disclosed in note 61 to the financial statements, the corresponding figures for 30 June 2019 were restated as a result of errors in the financial statements of the municipality at, and for the year ended, 30 June 2020.

Material impairments

8. As disclosed in note 5 to the financial statements, the municipality provided for impairment of receivables from exchange transactions of R151,4 million (2018-19: R142,8 million).
9. As disclosed in note 6 to the financial statements, the municipality provided for impairment of receivables from non-exchange transactions of R153,4 million (2018-19: R167,5 million).

Other matter

10. I draw attention to the matter below. My opinion is not modified in respect of this matter.

Unaudited disclosure note

11. In terms of section 125(2)(e) of the MFMA the municipality is required to disclose particulars of non-compliance with the MFMA in the financial statements. This disclosure requirement did not form part of the audit of the financial statements and, accordingly, I do not express an opinion on it.

Responsibilities of the accounting officer for the financial statements

12. The accounting officer is responsible for the preparation and fair presentation of the financial statements in accordance with the GRAP and the requirements of the MFMA and Dora, and for such internal control as the accounting officer determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.
13. In preparing the financial statements, the accounting officer is responsible for assessing the municipality's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the appropriate governance structure either intends to liquidate the municipality or to cease operations, or has no realistic alternative but to do so.

Auditor-general's responsibilities for the audit of the financial statements

14. My 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 my opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with the ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.
15. A further description of my responsibilities for the audit of the financial statements is included in the annexure to this auditor's report.

Report on the audit of the annual performance report**Introduction and scope**

16. In accordance with the Public Audit Act 25 of 2004 (PAA) and the general notice issued in terms thereof, I have a responsibility to report on the usefulness and reliability of the reported performance information against predetermined objectives for the selected strategic focus area presented in the annual performance report. I performed procedures to identify material findings but not to gather evidence to express assurance.
17. My procedures address the usefulness and reliability of the reported performance information, which must be based on the municipality's approved performance planning documents. I have not evaluated the completeness and appropriateness of the performance indicators/measures included in the planning documents. My procedures do not examine whether the actions taken by the municipality enabled service delivery. My procedures also do not extend to any disclosures or assertions relating to planned performance strategies and information in respect of future periods that may be included as part of the reported performance information. Accordingly, my findings do not extend to these matters.

18. I evaluated the usefulness and reliability of the reported performance information in accordance with the criteria developed from the performance management and reporting framework, as defined in the general notice, for the following selected strategic focus area presented in the municipality's annual performance report for the year ended 30 June 2020:

Strategic focus area	Pages in the annual performance report
Strategic focus area 4 – dignified living	16 to 18

19. I performed procedures to determine whether the reported performance information was properly presented and whether performance was consistent with the approved performance planning documents. I performed further procedures to determine whether the indicators and related targets were measurable and relevant, and assessed the reliability of the reported performance information to determine whether it was valid, accurate and complete.
20. I did not identify any material findings on the usefulness and reliability of the reported performance information for this strategic focus area:
- Strategic focus area 4 – dignified living

Other matter

21. I draw attention to the matter below.

Achievement of planned targets

22. Refer to the annual performance report on pages 16 to 18 for information on the achievement of planned targets for the year.

Report on the audit of compliance with legislation

Introduction and scope

23. In accordance with the PAA and the general notice issued in terms thereof, I have a responsibility to report material findings on the municipality's compliance with specific matters in key legislation. I performed procedures to identify findings but not to gather evidence to express assurance.
24. I did not identify any material findings on compliance with the specific matters in key legislation set out in the general notice issued in terms of the PAA.

Other information

25. The accounting officer is responsible for the other information. The other information comprises the information included in the annual report. The other information does not include the financial statements, the auditor's report and the selected strategic focus area presented in the annual performance report that have been specifically reported in this auditor's report.
26. My opinion on the financial statements and findings on the reported performance information and compliance with legislation do not cover the other information and I do not express an audit opinion or any form of assurance conclusion on it.

27. In connection with my audit, my responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements and the selected strategic focus area presented in the annual performance report, or my knowledge obtained in the audit, or otherwise appears to be materially misstated.
28. If based on the work I have performed, I conclude that there is a material misstatement in this other information, I am required to report that fact.
29. I have nothing to report in this regard.

Internal control deficiencies

30. I considered internal control relevant to my audit of the financial statements, reported performance information and compliance with applicable legislation; however, my objective was not to express any form of assurance on it.
31. I did not identify any significant deficiencies in internal control.

Auditor - General

Cape Town

13 July 2021



AUDITOR - GENERAL
SOUTH AFRICA

Auditing to build public confidence

Annexure – Auditor-general’s responsibility for the audit

1. As part of an audit in accordance with the ISAs, I exercise professional judgement and maintain professional scepticism throughout my audit of the financial statements and the procedures performed on reported performance information for the selected strategic focus area and on the municipality’s compliance with respect to the selected subject matters.

Financial statements

2. In addition to my responsibility for the audit of the financial statements as described in this auditor’s report, I 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 my 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 municipality’s internal control
 - evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the accounting officer
 - conclude on the appropriateness of the accounting officer’s use of the going concern basis of accounting in the preparation of the financial statements. I also conclude, based on the audit evidence obtained, whether a material uncertainty exists relating to events or conditions that may cast significant doubt on the ability of the Stellenbosch Municipality to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in my auditor’s report to the related disclosures in the financial statements about the material uncertainty or, if such disclosures are inadequate, to modify my opinion on the financial statements. My conclusions are based on the information available to me at the date of this auditor’s report. However, future events or conditions may cause a municipality to cease operating as a going concern
 - evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation

Communication with those charged with governance

3. I communicate with the accounting officer regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that I identify during my audit.
4. I also confirm to the accounting officer that I have complied with relevant ethical requirements regarding independence, and communicate all relationships and other matters that may reasonably be thought to have a bearing on my independence and, where applicable, the actions taken to eliminate threats or the safeguards applied.

Annexure B:

APAC Report 2019/20



STELLENBOSCH

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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Report of the Audit and Performance Audit Committee

This report of the Audit and Performance Audit Committee of Stellenbosch Municipality is in respect of the 2019/2020 financial year. The Audit and Performance Audit Committee has complied with its responsibilities in terms of Section 166 of the MFMA and applicable Treasury Regulations. The Committee has also regulated its affairs and discharged its responsibilities concordant to the approved Audit Committee Charter. The Committee's operation is guided by the International Institute of Internal Auditor's Standards and the King IV report on Corporate Governance.

The Committee consists of four independent members, elected by the Council: Len Mortimer (Chairperson), Tsepo Lesihla, Vincent Botto and June Williams. The Council appointed the Chairperson of the Committee, an independent member. The Municipal Manager, Chief Financial Officer, Directors, Chief Audit Executive, Senior Manager Governance, Chief Risk Officer, MPAC Chairperson, and External Auditors are permanent invitees to the Committee meetings.

Execution of Functions

The Audit and Performance Audit Committee has executed its duties and responsibilities during the financial year in accordance with its terms of reference as they relate to the Council's accounting, internal auditing, internal control, governance, risk management and financial reporting practices.

During the year under review, the Committee, amongst other matters, considered the following:

1.1 In respect of the External Auditors and the External Audit

- i. Approved the External Auditors' (Auditor-General of RSA) terms of engagement, the audit plan and budgeted audit fees payable;
- ii. Engaged and interrogated extensively the External Auditors' report and management report of the Auditor General at the Audit and Performance Audit Committee meeting dated 29th June 2021;
- iii. Considered the audit outcome of the Municipality extensively and communicated the Audit and Performance Audit Committee's satisfaction and congratulated the Accounting Officer and Management on the Clean Audit Outcome;
- iv. Based on the audit outcome recommendations were made by the Audit and Performance Audit Committee on the other important matters as well as control deficiencies identified in the Auditor-Generals' report;

- v. Management have been requested by the Audit and Performance Audit Committee to implement processes and reconciliations of transactions;
- vi. Management are urged to strengthen controls to adequately monitor non-compliance with laws and regulations on a timely basis;
- vii. Management need to concentrate on accurate presentation and review of the Annual Financial Statements submitted to the Auditor General for audit;
- viii. The supervision and review process need to be addressed to prevent, detect and correct misstatements on a timely basis and the controls designed to monitor compliance with regulations that are not always able to prevent or report the instances of non-compliance in a timely manner to allow for corrective action;
- ix. The quality of submitted financial statements and the compliance with the requirements of the supply chain management are still matters that can be improved on; thus, management is encouraged to develop action plans early to allow for the improvement in the next reporting cycle;

1.2 In respect of the Annual Financial Statements (AFS)

- i. Confirmed the going concern as the basis of preparation of the Interim and Annual Financial Statements;
- ii. Examined, reviewed and interrogated the Annual Financial Statements, performance report as well as financial information disclosed to the public prior to submission and approval by Council;
- iii. Reviewed reports on the adequacy of the portfolio and specific impairments and impairment of other assets;
- iv. Ensured that the Annual Financial Statements fairly represented the financial position of the Stellenbosch Municipality as at the end of the financial year in accordance with SA Standards of GRAP and in the manner required by the MFMA and DORA;
- v. Considered the appropriateness of accounting treatments, significant unusual transactions and management accounting judgements;
- vi. Considered the appropriateness of the accounting policies adopted by Management and changes thereto;
- vii. Through the Chairperson, met separately over the course of the year with the Chief Audit Executive, CFO, Chief Risk Officer, Management and the External Auditors (Auditor-General of RSA);
- viii. Reviewed any significant legal and tax matters that could have a material impact on the financial statements; and
- ix. Noted that there were no material reports or complaints received concerning accounting practices, internal financial controls, content of Annual Financial Statements, internal controls and related matters.

1.3 In respect of Internal Control and Internal Audit

- i. Reviewed and approved the Internal Audit mandate, annual and three-year rolling audit plans and evaluated the independence, effectiveness and performance of the Internal Audit Department and compliance with its mandate;
- ii. Considered reports of the Internal and External Auditors on Council's system of internal control, including internal financial controls and maintenance of effective internal control systems;
- iii. Reviewed significant issues raised by the internal audit process and the adequacy of corrective action in response to such findings;
- iv. Reviewed significant differences of opinion between the Internal Audit function and Management and noted that there were no material issues of difference raised and all matters were addressed and resolved;
- v. Assessed the adequacy of the performance of the Internal Audit function and found it to be effective in providing assurance;
- vi. Reviewed the External Quality Assurance Review conducted by an independent Quality Assurance Provider on Internal Audit as required by the IIA Standards;

- vii. Assessed the adequacy and sufficiency of available Internal Audit resources and found **them** to be very limited as more resources are required to evaluate the control weaknesses and high-risk areas identified in both the corporate strategic risk, external audit and the audit universe;
- viii. Received assurance that proper and adequate accounting records were maintained and that systems safeguarded the assets against unauthorised use or the disposal thereof; and
- ix. Based on the above, the Committee **were of** the opinion that at the date of this report, there were breakdowns in internal control, including internal financial controls, for the year under review in the following areas:
 - Supply Chain Management. The Audit and Performance Audit Committee felt strongly that controls in this area require urgent strengthening. Training interventions and, in some instances SOP's are required and monitoring by the CFO and MM in these areas as well as in:
 - Contract Management;
 - Pre-determined objectives;
 - Monthly or regular reconciliations of assets, debtors, and creditors;
 - Compilation of mid-year or interim AFS;
- x. In addition, the Committee noted Management's improved responses to conclude on internal and external audit findings from the prior and current year as reported in the internal audit follow up reports.

1.4 In respect of Legal and Compliance with Laws and Regulations

- i. Reviewed with management matters that could have a material impact on Council;
- ii. Monitored compliance with the MFMA and other key legislation applicable to the Municipality, requirements of National and Provincial Treasury, Council's policies, and all other applicable legislation and codes of good governance;
- iii. Reviewed reports from the Internal and External Auditors detailing the extent of compliance.

1.5 In respect of Risk Management, Combined Assurance and Information Technology

During the period under review, Management presented Strategic and Operational Risk profiles for the Municipality to the Audit and Performance Audit Committee who :

- i. Considered and reviewed reports from Management on risk management, including fraud risks and information technology risks as they pertain to financial reporting and the going concern assessment;
- ii. In respect of the coordination of assurance activities, the Committee reviewed the plans and work outcomes of the external and internal auditors and concluded that these were adequate to address all significant financial, operational and compliance risks facing the Municipality;
- iii. Noted the progress made in terms of Combined Assurance and the co-ordination between assurance providers to mitigate the top 10 strategic risks facing the Municipality as well as the emerging risks;
- iv. The Audit and Performance Audit Committee, in respect of compliance, notes an emerging risk and expresses concern with non-compliance with the SCM regulation and policies; and
- v. The Audit and Performance Audit Committee took cognisance that Information Technology and IT systems controls have improved in the Auditor General's Management report.

1.6 In respect of Pre-Determined Objectives (PDO's)

The Audit and Performance Audit Committee:

- i. Noted the need that management should ensure the accurate and reliable reporting of PDO's and the reporting on the top-layer SDBIP; and
- ii. The quality of submitted performance information in the Management report is indicated as satisfactory. There were no material findings reported on performance information by the Auditor General and Internal Audit, respectively.

1.7 In respect of the Finance Function

The Audit and Performance Audit Committee:

- i. Considered the existing expertise, resources and experience of the organisation-wide finance functional capacity and concluded that it needs to be monitored and evaluated and addressed as it appears to be the root cause of the errors in the AFS submitted to the Auditor General.
- ii. The Chief Financial Officer should ensure appropriate measures are in place for the accurate and timeous submission of information to the office of the Auditor-General.

1.8 Independence of the External Auditors

The Audit and Performance Audit Committee is satisfied that the Audit General of RSA (AGSA) were independent of the Council. This conclusion was arrived at, inter alia, after taking into account the following factors:

- i. The presentations made by the Auditor-General to the Audit and Performance Audit Committee;
- ii. The Auditors' independence was not impaired by any consultancy, advisory or other work undertaken by the auditors; and
- iii. The Audit and Performance Committee met with the External Auditors independently of management.

1.9 General

- i. The Audit and Performance Audit Committee has monitored quarterly the Municipality's implementation plan for audit issues raised in the prior year and are satisfied that the matters have been adequately resolved. Of all the matters raised in the 2019/20 audit outcome, no repeat-findings occurred from the prior year. The Audit and Performance Committee has raised its concern around the other important matters raised in the Auditor-General's Management Report. The Municipal Manager has given assurance that all of these will be addressed as urgent and tracked for the 2020/2021 financial year.
- ii. The Audit and Performance Audit Committee concurs and accepts the conclusions of the External Auditor on the Annual Financial Statements and is of the opinion that the audited Annual Financial Statements be accepted and read together with the report of the Auditor-General.

Stellenbosch Municipality has progressively been stable in the areas of second and third levels of assurance and governance over a three year period. There has also been stability in the leadership over the past five financial years. The only area for concern, and where attention is required, is financial and performance management over processing and reconciliation controls. The Audit and Performance Committee has made recommendations in this area which management have committed to.

1.10 Conclusion

I am extremely grateful to the members for their professionalism and diligence in their duties, as well as their flexibility in accommodating last-minute calls to duty. We are fortunate to have the diversity of skills and expertise available to the Municipality. It would be amiss not to convey on behalf of the Committee our appreciation to the Mayor, the entire Council and its Committees for the leadership, support and oversight they have provided during the year.

Finally, the Audit and Performance Audit Committee would like to express its appreciation to Management, Internal Audit, Risk Management and the Auditor General for the support and co-operation extended during the financial year and for providing the relevant information to enable the Audit and Performance Audit Committee to compile this report. This past year was indeed trying and Stellenbosch Municipality should be proud of its elected and appointed leaders for taking control and driving an agenda of sustainability and service delivery and improving its audit results in the process.

On behalf of the Audit and Performance Audit Committee.



Dr Llewellyn Nimrod Mortimer
Chairperson Audit and Performance Audit Committee
30 June 2020

8.2	MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR AUGUST 2021
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Collaborator No: 713271
 IDP KPA Ref No: Good Governance and Compliance
 Meeting Date: 15 September 2021 and 29 September 2021

1. SUBJECT: MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR AUGUST 2021

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 August 2021.

5. RECOMMENDATION

that Council notes that there were no deviations as listed for the month of August 2021.

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

None

6.3 Financial Implications

None

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: 2021-09-15: ITEM 6.2

that Council notes that there were no deviations listed for the month of August 2021.

9.	ITEMS FOR CONSIDERATION FROM THE EXECUTIVE MAYOR OR MAYORAL COMMITTEE: [ALD. G VAN DEVENTER (MS)]
9.1	COMMUNITY DEVELOPMENT AND PROTECTION SERVICES: (PC: CLLR R BADENHORST)
9.1.1	GRANT IN AID POLICY REVIEW

Collaborator No:

IDP KPA Ref No:

Meeting Date:

Dignified Living: Municipal Focus Area 21

15 and 29 September 2021

1. SUBJECT: GRANT IN AID POLICY REVIEW**2. PURPOSE**

To obtain Council approval for the Grant in Aid Policy Review.

3. DELEGATED AUTHORITY

For decision by Municipal Council

4. EXECUTIVE SUMMARY

Council approved the Grant in Aid 2021-2022 Policy in May 2021 as part of the policies with financial implications. To ensure that every effort is made to provide each child access to good quality education during the early childhood development phase, the municipality needs to ensure that all policies are aligned to this desired outcome.

5. RECOMMENDATION

that a review of the Grant in Aid Policy be approved.

6. DISCUSSION / CONTENTS**6.1 Background**

The current Grant in Aid Policy requires applicants to show proof of registration if the applicant claim to be a non-profit organisation (paragraph 7.2 of the policy). NPO registration is possible with the Department of Social Development, but does not mean compliance with all registration requirements as a partial care facility in terms of the childcare act. NPO registration numbers are easily obtained and looks as follow: 000 000 NPO (example). Registration numbers for partial care facilities looks as follow: C-0000. The latter indicates registration not only as a non-profit, but as a facility that complies with the Children's Act in terms of providing childcare services.

6.2 Discussion

The registration status of ECD facilities is as follow:

Registered ECD Facilities:	34
Lapsed ECD Facilities:	52
Unregistered ECD Facilities:	81
TOTAL NO OF FACILITIES:	167

The above means that 79% of the ECD facilities are not registered with the Department of Social Development as partial care facilities within the municipal boundaries. The department has over the years worked towards assisting ECD centers to comply with the requirements of registration by hosting quarterly ECD capacity building workshops where we invited all the role-players in the registration process to be available and assist the practitioners or owners of the facilities. This included internal departments (planning, fire and disaster management), Department of Social Development, Municipal Health (CWDM) and other grass route organisations who focus on the registration of ECD facilities.

In terms of Grant in Aid, the municipality has also taken the stance that it would like to assist as many as possible community organisations as the budget would allow. This meant that donations were approved for as many as possible compliant applications. Compliance in terms of the existing Grant in Aid Policy does not require compliance with the Children's Act for ECD facilities. Although the municipality hoped that donations would be used to assist ECD facilities to become compliant, it was found that many facilities applied for funding to extend their facility and make provision for more children, thereby increasing the earning ability of the facility rather than working towards registration compliance.

It has become clear that the municipality is thus enabling non-compliance and for this reason, the suggested changes in the reviewed policy is aimed towards forcing ECD facilities to comply with the requirements of the Children's Act. Further to this, registration with the Department of Social Development (DSD) will allow facilities to apply for funding support from DSD and other funders moving them towards financial sustainability.

It should be noted that the function of Early Childhood Development is also in the process of being moved from DSD to the Department of Education with many schools already providing the Grad R and Grade 0 as part of the school infrastructure. It is surmised that once the move of the function is finalised that the Department of Education will look to accommodate registered ECD facilities catering for children 4 years and above. This makes it even more necessary for the municipality to push ECD facilities to become fully registered ECD's.

The following two changes are thus suggested under "General Guidelines and Categories" in the policy.

6.2.4 Social Development

- (vi) Early childhood development where an organization is registered with the Department of Social Development or Education as a fully functional ECD facility;
- (vii) Early childhood development where an organization is registered as an NPO, but not registered with the Department of Social Development or Education then only with regard to application content that will contribute towards compliance with registration requirements. In these cases also up to a maximum of three years by when said organization must be able to illustrate registration.

6.4 **Legal Implications**

The recommendations comply with Council policies.

6.5 **Staff Implications**

No additional staff implications.

6.6 Previous / Relevant Council Resolutions**43RD COUNCIL MEETING: 2021-05-26: ITEM 8. 3****RESOLVED** (majority vote)

- (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 2021/2022, 2022/2023 and 2023/2024, as set out in **APPENDIX 1 – PART 2 – SECTION N**, be approved;
- (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 proposed amendments to existing budget-related policies and other policies as set out in **APPENDICES 5 - 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 R444 millions of which R144 million will be required in year one, R140 million in year two, and R160 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 takes 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 107 and 108 that were published to guide the MTREF for 2021/2022 to 2023/2024 as set out in **APPENDICES 32 – 33**; and
- (j) that Council takes note that the public comments and submissions were taken into account with the compilation of the final budget.

6.7 Risk Implications

It can be interpreted that the municipality condones partial care facilities that do not comply, should the municipality continue to support unregistered ECD facilities financially.

6.8 Comments from Senior Management

Item was discussed at the Director's meeting and contains the input from Senior Management

**RECOMMENDATION FROM THE YOUTH, SPORT AND CULTURE COMMITTEE MEETING
TO THE EXECUTIVE MAYOR: 2021-09-02: ITEM 5.1.1**

that a review of the Grant in Aid Policy be approved.

**RECOMMENDATIONS TO COUNCIL FROM THE EXECUTIVE MAYOR IN CONSULTATION
WITH THE EXECUTIVE MAYORAL COMMITTEE (I-C): 2021-09-15: ITEM 10.4.1**

- (a) that the revised Draft Grant in Aid Policy be approved for public participation; and
- (b) that this item be moved to the open agenda for the Council meeting.

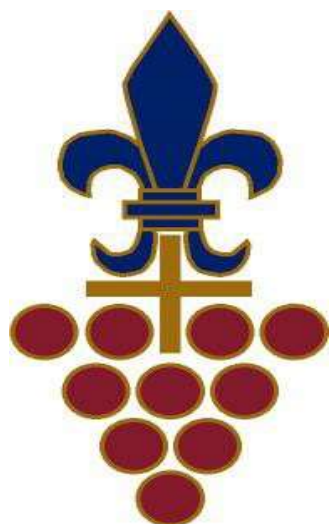
ANNEXURES

Annexure A: Grant in Aid Policy (With track changes)

ANNEXURE A

~~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:
 - o Riverine corridors;
 - o Biodiversity;
 - o Natural and built environment;
 - o Heritage resources;
 - o Quality urban spaces;
 - o Ecological conservation areas;
 - o Urban agricultural complexes;
 - o Bioregional planning;
 - o Nature area management;
 - o Wetlands;
 - o 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 where an organization is registered with the Department of Social Development or Education as a fully functional ECD facility;
- ~~(vi)~~(vii) Early childhood development where an organization is registered as an NPO, but **not registered with the Department of Social Development or Education** then only with regard to application content that will contribute towards compliance with registration requirements. In these cases also up to a maximum of three years by when said organization must be able to illustrate registration.
- ~~(vii)~~(viii) Street people programmes;
- ~~(viii)~~(ix) Arts and culture programmes
- ~~(ix)~~(x) Facilitation of public participation processes; arts and culture programmes
- ~~(x)~~(xi) Development of disabled persons, and
- ~~(xi)~~(xii) Development of elderly people

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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.



STELLENBOSCH

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APPENDIX A
(Category A & B)

APPLICATION FOR GRANT-IN-AID: 2021/22

NOTE: ATTENDANCE OF THE GRANT-IN-AID WORKSHOP IS COMPULSORY

PLEASE COMPLETE THE FOLLOWING

PLEASE COMPLETE THE FOLLOWING			
A	REGISTERED NAME OF ORGANISATION		
B	DATE AND YEAR IN WHICH THE ORGANISATION WAS FOUNDED: (include a brief description of the business or activities of the organization)		
C	ADDRESS OF REGISTERED ORGANISATION		
	PHYSICAL ADDRESS	POSTAL ADDRESS	
	CODE:	CODE:	
D	CONTACT DETAILS (Details of the person to contact regarding this GIA application)		
	NAME & SURNAME:		
	POSITION:		
	TEL: ()	FAX: ()	
	MOBILE:	ALTERNATIVE:	
	EMAIL ADDRESS:		

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:			
	POSITION:			
	ADDRESS:			
	CONTACT NUMBER:			
2	NAME & SURNAME:			
	POSITION:			
	ADDRESS:			
	CONTACT NUMBER:			
3	NAME & SURNAME:			
	POSITION:			
	ADDRESS:			
	CONTACT NUMBER:			
4	NAME & SURNAME:			
	POSITION:			
	ADDRESS:			
	CONTACT NUMBER:			

5	NAME & SURNAME:	
	POSITION:	
	ADDRESS:	
	CONTACT NUMBER:	
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?				
If yes for which financial year?				
What amount was received?				
Did you submit Financial Reports for the funds received?				
Do you receive any other sources of funding? (If YES please provide details)				
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				
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)				
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				
Duration of project?				

If Category B Application						
Total amount requested for 3 year period						
Annual amounts requested:	Year 1		Year 2		Year 3	
J SERVICE FOCUS						
Ward number/s in which services are delivered:						
Which Ward Priority/ies are addressed through the service: (Please provide details below)						
Which Municipal Strategic Goal/s is linked to the services: (Please mark with a X)						
Valley of Possibility						
Safe Valley						
Dignified Living						
Good Governance and Compliance						
Green and Sustainable Valley						
K THE FOLLOWING MUST BE ATTACHED TO THIS APPLICATION: (Category A and B applications) (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/Special Meeting , 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). <ul style="list-style-type: none"> ❖ 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 M for the format.					
6	PROOF OF REGISTRATION/AFFILIATION (Attach a copy of the organisation's Registration Certificate of Affiliation)					

REQUIREMENTS CATEGORY B APPLICATIONS	
L	(Please note that Category B applications MUST adhere to the following requirements and those listed under section K, except where indicated otherwise.)
1	AUDITED FINANCIAL STATEMENTS A copy of the latest audited financial statements must be included in the application. Category B applications MUST submit their latest audited financial statements. Statements signed off by the treasurer, chairperson or other delegated party will not be accepted.
2	THREE YEAR BUSINESS PLAN See the requirements for the business plan as listed under section K as guideline. NOTE: Category B applications MUST provide a clear proposal for a period of three years. Each year must be indicated separately and be costed per annum indicating all expenditure against the projected measurable outcomes. Outcomes must be listed to how they will be reported on and measured on a monthly basis.
M	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, 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).
N	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:- <ul style="list-style-type: none"> ❖ 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).

O 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:	
P UNDERTAKING:	
<p>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.</p> <p>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.</p> <p>Thus completed and signed at Stellenbosch on this day of _____ 20 .</p> <p>_____ _____ 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):	
<p>The Director: Planning & Economic Development P O Box 17 Stellenbosch 7599</p> <p>Or hand delivered to:</p> <p>The Manager: Community Development 58 Andringa Street Stellenbosch 7600</p> <p>The submission of applications closes at 13H00 on the closing date as per the advertisement.</p> <p>PLEASE NOTE: Neither LATE nor INCOMPLETE applications shall be considered.</p>	



STELLENBOSCH

STELLEN BOSCH • PN I E L • FR ANSC HHOE K

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

APPENDIX B

MEMORANDUM OF AGREEMENT

Entered into and between

STELLENBOSCH MUNICIPALITY

(hereafter called the "**MUNICIPALITY**")

Herein represented by **Geraldine Mettler**, in her capacity as **Municipal Manager**, being duly authorised

and

_____ (hereafter called the "**BENEFICIARY**")

Herein represented by _____ in his/her capacity as _____, 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 **R..... (.....)**, being a donation for the period **01 July 20...** to **30 June 20...** to the **BENEFICIARY**.

1.2 Bank Account details: (The following are confirmed through a correctly completed Creditors Control Form.)

Account number : _____
Name of financial institution : _____
Name of account holder : _____
Branch code : _____
Type of 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 April 20...**

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. 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 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 8025

10.2.2 The BENEFICIARY:

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 dispatch;

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 _____ day of _____ 20....

.....
for the **MUNICIPALITY**

WITNESS: 1.
2.

Signed at Stellenbosch on this _____ day of _____ 20....

.....
for the **BENEFICIARY**

WITNESS: 1.
2.

9.2	CORPORATE SERVICES: (PC: CLLR AR FRAZENBURG)
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9.2.1	RECRUITMENT AND SELECTION PROCESS: MUNICIPAL MANAGER
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

15 September 2021 and 29 September 2021

1. SUBJECT: RECRUITMENT AND SELECTION PROCESS: MUNICIPAL MANAGER

2. PURPOSE OF REPORT

To inform Council that the contract of Me Mettler comes to an end on 31 December 2021. The post must be advertised as per the legislative provisions. Council must approve the advertising of the post and appoint a selection panel and a service provider to make recommendations for the appointment of a successful candidate for the Municipal Manager vacancy.

3. DELEGATED AUTHORITY

Municipal Council

4. EXECUTIVE SUMMARY

The contract period for Ms Geraldine Mettler, Municipal Manager comes to an end on 31 December 2021. It is therefore critical to commence with the recruitment and selection process for Municipal Manager to ensure the post can be filled timeously.

5. RECOMMENDATIONS

- (a) that Council approve the advertising of the post of the Municipal Manager;
- (b) that a selection panel be appointed as per the Regulations on the appointment and conditions of employment of Senior Managers which must consist of at least three but not more than five members, constituted as follows:
 - the mayor, who will be the chairperson, or his or her delegate;
 - a councillor designated by the council; and
 - at least one other person, who is not a councillor or a staff member of the municipality, and who has expertise or experience in the area of the advertised post.
- (c) that an independent external consultant be appointed to assist with the recruitment and selection process.

6. DISCUSSION / CONTENTS

6.1 Background

The contract period for Ms Geraldine Mettler, Municipal Manager comes to an end on 31 December 2021.

6.2 Discussion

The Regulations on the appointment and conditions of employment of Senior Managers was Gazetted on 17 January 2014. (Gazette No. 37245 dated 17 January 2014).

In terms of Section 7.1 when the post of a senior manager becomes vacant, or is due to become vacant, the administration must obtain approval from the municipal council for the filling of such post in its next council meeting or as soon as it is reasonably possible to do so.

In terms of Section 7.2 a vacant senior manager post may not be filled, unless:

- (a) approval to fill the post has been granted by the municipal council; and
- (b) the post has been budgeted for.

In terms of Section 8 no person may be appointed as a senior manager on a fixed term contract, on a permanent basis or on probation, to any post on the approved staff establishment of a municipality, unless he or she-

- (a) Is a South African citizen or permanent resident; and
- (b) Possesses the relevant competencies, qualifications, experience and knowledge set out in in the regulations.

An appointment may not take effect before the first day of the month following the month during which the municipal council approved the appointment.

In terms of Section 10 the municipal manager must, within 14 days of receipt of the approval referred to in regulation 7, ensure that the vacant post is advertised.

- A vacant senior manager post must be advertised in a newspaper circulating nationally and, in the province, where the municipality is located.
- An advertisement for a vacant senior manager post must specify the:
 - (a) Job title;
 - (b) Term of appointment;
 - (c) Place to be stationed;
 - (d) Annual total remuneration package;
 - (e) Competency requirements of the post, including minimum qualifications and experience required;
 - (f) Core functions;
 - (g) Need for signing of an employment contract, a performance agreement and disclosure of financial interest;
 - (h) The need to undergo security vetting;
 - (i) Contact person;
 - (j) Address where applications must be sent or delivered; and
 - (k) Closing date which must be minimum 14 days from the date the advertisement appears in the newspaper and not more than 30 days after such date.

Cognisance must be taken of Section 12 which makes provision for the manner in which the selection panel must be constituted. Section 12(1) provides that:

“A municipal Council must appoint a selection panel to make recommendations for the appointment of candidates to vacant senior manager posts.

Section 12(2) provides that in deciding who to appoint to a selection panel, the following considerations must inform the decision:

-
- (a) The nature of the post;
 - (b) The gender balance of the panel; and
 - (c) The skills, expertise, experience and availability of the persons to be involved.

Section 12 (3) provides that the selection panel for the appointment of a municipal manager must consist of at least three and not more than five members, constituted as follows:

- (a) The mayor, who will be the chairperson, or his or her delegate;
- (b) A councillor designated by the municipal council; and
- (c) At least one other person, who is not a councillor or a staff member of the municipality, and who has expertise or experience in the area of the advertised post.

Furthermore Section 12(5) provides that a panel member must disclose any interest or relationship with shortlisted candidates during the shortlisting process and that such a panel member Section 12(6) a panel member must recuse himself or herself from the selection panel if-

- (a) His or her spouse, partner, close family member or close friend has been shortlisted for the post;
- (b) The panel member has some form of indebtedness to a short-listed candidate or visa versa; or
- (c) He or she has any other conflict of interest.

The Regulations dictates in terms of section 7 that a panel member and staff member must sign a declaration of confidentiality to avert the disclosure of information to unauthorised persons.

The Regulations provides for strict time frames which must be adhered to with regard to the Screening of Candidates in terms of section 14 as well as the Interviewing process in terms of section 15. Due regard must be given to Section 17 which deals with the Resolution of the municipal council on appointment of senior managers and reporting as well as the re-employment of dismissed persons in terms of Section 18.

Furthermore, the Independent Electoral Commission (IEC) has appointed former Deputy Chief Justice Dikgang Moseneke to lead a process to evaluate the impact of Covid-19 on conditions conducive for the holding of free and fair elections on 27 October 2021. The report concluded that it is not reasonably possible or likely that the local government elections scheduled for the month of October 2021 will be held in a free and fair manner, as required by the peremptory provisions of the Constitution and related legislation. He found that the scheduled elections are likely to be free and fair if they were to be held not later than the end of February 2022. To this end, the Independent Electoral Commission applied to the Constitutional Court for the postponement of the elections. The constitutional court on 3 September did not grant the request and ordered the IEC to hold the elections between 27 October and 1 November 2021. As this item is written we are awaiting the new published date of the elections.

In light of the above, it is recommended that the post be advertised for a period of 5 years.

6.3 Financial Implications

The post is budgeted for and the salary is predetermined by legislation.

6.4 Legal Implications

Regulation on the Appointment and Conditions of Employment of Senior Manager. The recommendations comply with legislation.

6.5 Staff Implications

The filling of the post is vital for stability in the organisation.

6.6 Previous / Relevant Council Resolutions:

Appointment of Municipal Manager in 2016.

6.7 Risk Implications

The process of the recruitment and selection process has to be finalised to ensure stability and continuity within the organisation.

6.8 Comments from Senior Management:

The item was not circulated for comment.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-09-15: ITEM 7.2.1

- (a) that Council approve the advertising of the post of the Municipal Manager;
- (b) that a selection panel be appointed as per the Regulations on the Appointment and Conditions of Employment of Senior Managers which must consist of three members, constituted as follows:
- the mayor, who will be the chairperson, or his or her delegate;
 - a councillor designated by the council; and
 - at least one other person, who is not a councillor or a staff member of the municipality, and who has expertise or experience in the area of the advertised post.
- (c) that an independent external consultant be appointed to assist with the recruitment and selection process.

Attachments:

Appendix 1: Extract from the Regulation and Conditions of Service of Senior Management.

FOR FURTHER DETAILS CONTACT:

NAME	Annalene De Beer
POSITION	Director Corporate Service
DIRECTORATE	Corporate services
CONTACT NUMBERS	021 808 8025
E-MAIL ADDRESS	annalenedebeer@ Stellenbosch.gov.za
REPORT DATE	6 September 2021

APPENDIX 1

- (d) ensure that sufficient budgeted funds, including funds for the remaining period of the medium-term expenditure framework, are available for filling the post.

CHAPTER 3

RECRUITMENT, SELECTION AND APPOINTMENT

Principles of recruitment

6. (1) The recruitment, selection and appointment of senior managers must take place in accordance with the municipal systems and procedures contemplated in section 67 of the Act that are consistent with sections 54A, 56, 57A and 72 of the Act.
- (2) A senior manager post must be filled through public advertising, in accordance with the procedures contemplated in regulation 10.
- (3) Selection must be competence-based to enhance the quality of appointment decisions and to ensure the effective performance by municipalities of their functions.

Determination of recruitment needs

7. (1) When the post of a senior manager becomes vacant, or is due to become vacant, the mayor, in the case of a municipal manager, or the municipal manager, in the case of a manager directly accountable to the municipal manager, must, upon receipt of official notification that the post of a senior manager will become vacant, obtain approval from the municipal council for the filling of such post in its next council meeting or as soon as it is reasonably possible to do so.
- (2) A vacant senior manager post may not be filled, unless—
- (a) approval to fill the post has been granted by the municipal council; and
 - (b) the post has been budgeted for.
- (3) Notwithstanding subregulation (1), the speaker may convene a special meeting to obtain municipal council approval for the filling of a senior manager post.

General requirements for appointment of senior managers

8. (1) No person may be appointed as a senior manager on a fixed term contract, on a permanent basis or on probation, to any post on the approved staff establishment of a municipality, unless he or she—
- (a) is a South African citizen or permanent resident; and
 - (b) possesses the relevant competencies, qualifications, experience, and knowledge set out in Annexures A and B to these regulations.
- (2) An appointment may not take effect before the first day of the month following the month during which the municipal council approved the appointment.

Competence requirements for senior managers

9. (1) A person appointed as a senior manager in terms of these regulations must have the competencies as set out in Annexure A.
- (2) A person appointed as a senior manager in terms of these regulations must comply with the minimum requirements for higher education qualification, work experience and knowledge as set out in Annexure B.

Advertising of vacant posts

10. (1) The municipal manager must, within 14 days of receipt of the approval referred to in regulation 7, ensure that the vacant post is advertised.
- (2) A vacant senior manager post must be advertised in a newspaper circulating nationally and in the province where the municipality is located.
- (3) An advertisement for a vacant senior manager post must specify the—
- (a) job title;
 - (b) term of appointment;
 - (c) place to be stationed;
 - (d) annual total remuneration package;
 - (e) competency requirements of the post, including minimum qualifications and experience required;
 - (f) core functions;
 - (g) need for signing of an employment contract, a performance agreement and disclosure of financial interest;
 - (h) the need to undergo security vetting;
 - (i) contact person;
 - (j) address where applications must be sent or delivered; and
 - (k) closing date which must be a minimum of 14 days from the date the advertisement appears in the newspaper and not more than 30 days after such date.
- (4) A municipality may utilise a recruitment agency to identify candidates for posts: Provided that the advertising, recruitment and selection procedures comply with these regulations.
- (5) The mayor, in the case of a municipal manager, or the municipal manager, in the case of a manager directly accountable to the municipal manager, must provide monthly reports to the executive committee regarding progress on the filling of the vacant senior manager post.

Application for vacant post

11. (1) An application for the vacant post of a senior manager must be submitted on an official application form, attached as Annexure C, accompanied by a detailed curriculum vitae.
- (2) Notwithstanding subregulation (1), a municipality that has on-line application procedures in place may use an on-line application form: Provided that the on-line application form substantially corresponds to the application form in Annexure C, and complies with these regulations.
- (3) An application not made on the official form, as contemplated in subregulations (1) or (2) must not be considered.
- (4) An applicant for a senior manager post must disclose—
- (a) his or her academic qualifications, proven experience and competencies;
 - (b) his or her contactable references;
 - (c) registration with a relevant professional body;
 - (d) full details of any dismissal for misconduct; and
 - (e) any disciplinary actions, whether pending or finalised, instituted against such applicant in his or her current or previous employment.
- (5) Any misrepresentation or failure to disclose information contemplated in subregulation (3) and (4) is a breach of the Code of Conduct for Municipal Staff as provided for in Schedule 2 to the Act and shall be dealt with in terms of the Disciplinary Regulations.

(6) The municipality must compile and maintain a record of all applications received, which must contain—

- (a) the applicants' biographical details and contact information;
- (b) the details of the post for which the applicants were applying;
- (c) the applicants' qualifications; and
- (d) any other requirements outlined in the application form.

Selection panel

12. (1) A municipal council must appoint a selection panel to make recommendations for the appointment of candidates to vacant senior manager posts.

(2) In deciding who to appoint to a selection panel, the following considerations must inform the decision:

- (a) the nature of the post;
- (b) the gender balance of the panel; and
- (c) the skills, expertise, experience and availability of the persons to be involved.

(3) The selection panel for the appointment of a municipal manager must consist of at least three and not more than five members, constituted as follows:

- (a) the mayor, who will be the chairperson, or his or her delegate;
- (b) a councillor designated by the municipal council; and
- (c) at least one other person, who is not a councillor or a staff member of the municipality, and who has expertise or experience in the area of the advertised post.

(4) The selection panel for the appointment of a manager directly accountable to a municipal manager must consist of at least three and not more than five members, constituted as follows:

- (a) the municipal manager, who will be the chairperson;
- (b) a member of the mayoral committee or councillor who is the portfolio head of the relevant portfolio; and
- (c) at least one other person, who is not a councillor or a staff member of the municipality, and who has expertise or experience in the area of the advertised post.

(5) A panel member must disclose any interest or relationship with shortlisted candidates during the shortlisting process.

(6) A panel member contemplated in subregulations (3) and (4) must recuse himself or herself from the selection panel if—

- (a) his or her spouse, partner, close family member or close friend has been shortlisted for the post;
- (b) the panel member has some form of indebtedness to a short-listed candidate or *vice versa*; or
- (c) he or she has any other conflict of interest.

(7) A panel member and staff member must sign a declaration of confidentiality as set out in Annexure D to these regulations, to avert the disclosure of information to unauthorised persons.

(8) A staff member may provide secretarial or advisory services during the selection process, but may not form part of the selection panel.

Compiling shortlist of applicants

13. (1) A mayor, in the case of the municipal manager, or the municipal manager, in the case of the manager directly accountable to the municipal manager, in consultation with the selection panel, must compile—

- (a) a list of all applicants who applied for an advertised post; and

- (b) a shortlist consisting of all applications received for a specific post, evaluated against the relevant competency requirements, as set out in Annexures A and B to these regulations.
- (2) The shortlisting must be finalised within 30 days of the closing date of the advertisement.
- (3) The municipality must keep a record of all the applicants who applied for vacant posts.
- (4) The municipal manager must ensure that the information contained in the applications is kept confidential and stored in a secure site on the municipality's premises.
- (5) The lists contemplated in subregulation (1) must be submitted, together with the shortlisted applications, to the selection panel before the interviews.

Screening of candidates

- 14.** (1) Screening of the shortlisted candidates must take place within 21 days of the finalisation of the shortlisting by—
- (a) conducting the necessary reference checks;
 - (b) contacting a candidate's current or previous employer;
 - (c) determining the validity of a candidate's qualifications; and
 - (d) verifying whether a candidate has been dismissed previously for misconduct or poor performance by another employer.
- (2) A written report on the outcome of the screening process must be compiled by the mayor, in the case of the municipal manager, or the municipal manager, in the case of the manager directly accountable to the municipal manager, before the interviews take place.

Interviews

- 15.** (1) The selection panel must conduct interviews within 21 days of screening the candidates.
- (2) The selection panel for a specific post must remain the same throughout the screening and interviewing process.
 - (3) The selection panel must keep records of every panel member's individual assessment of the interviewed candidates.
 - (4) The determination of candidates to be recommended for appointment must be considered by way of consensus between the members of the selection panel.
 - (5) If consensus cannot be reached, a dissenting member may record his or her concerns in the minutes, whereafter the issue may be voted upon, with each member of the selection panel entitled to one vote.
 - (6) The selection panel must recommend the second and third suitable candidates to minimise delays that may arise in the filling of the post if the first choice candidate declines or does not accept the offer of employment.

Selection

- 16.** (1) The candidates recommended for appointment to the post of a senior manager must undergo a competency assessment.
- (2) The competency assessment tools must—
 - (a) be capable of being applied fairly; and
 - (b) not be biased against any person or group of persons.
 - (3) A municipality must provide in its medium term budget, funding for purposes of competency assessment and testing.

(4) Notwithstanding subregulation (3) and upon good cause shown, a municipality encountering cash flow problems may apply to the Local Government Sector Education and Training Authority to make use of the discretionary grants to fund the competency assessment for purposes of filling a vacant senior manager post.

(5) The selection panel must submit a report and recommendation on the selection process to the municipal council on the suitability of candidates who comply with the relevant competency requirements of the post as set out in Annexures A and B, in order of preference.

Resolution of municipal council on appointment of senior managers and reporting

17. (1) Before making a decision on an appointment, a municipal council must satisfy itself that—

- (a) the candidate meets the relevant competency requirements for the post, as set out in Annexures A and B to these regulations;
- (b) screening of the candidates has been conducted in terms of regulation 14; and
- (c) the candidate does not appear on the record of staff members dismissed for misconduct as set out in Schedule 2 to these regulations.

(2) A municipal council must, subject to subregulation (1), take a decision on the appointment of a suitable candidate.

(3) A municipal council must—

- (a) inform all interviewed candidates, including applicants who were unsuccessful, of the outcome of the interview; and
- (b) within 14 days of the decision referred to in subregulation (2), submit a written report to the MEC for local government regarding the appointment process and outcome.

(4) The report contemplated in subregulation (3)(b) must contain—

- (a) details of the advertisement, including date of issue and the name of newspapers in which the advert was published, and proof of the advertisement or a copy thereof;
- (b) a list of all applicants;
- (c) a report contemplated in regulation 14(2) on the screening process and the outcome thereof;
- (d) the municipal council's resolution approving the selection panel and the shortlisted candidates;
- (e) competency assessment results;
- (f) the minutes of the shortlisting meeting;
- (g) the minutes of interviews, including scoring;
- (h) the recommendations of the selection panel submitted to the municipal council;
- (i) the details of executive committee members and recommendations, if the selection panel comprised of all members of the executive committee;
- (j) the recommendation of the executive committee or executive mayor to the municipal council, if any;
- (k) the municipal council resolution approving the appointment of the successful candidate;
- (l) the application form, curriculum vitae, proof of qualifications and other supporting documentation of the successful candidate;
- (m) a written confirmation by the successful candidate that he or she does not hold political office as contemplated in section 56A of the Act, as at the date of appointment;

- (n) the letter of appointment, outlining the term of contract, remuneration and conditions of employment of the senior manager; and
- (o) any other information relevant to the appointment.

Re-employment of dismissed persons

18. (1) A person who has been dismissed for misconduct in a municipality may not be employed as a senior manager in any municipality before the expiry of a period, as set out in column 3, in respect of such category of misconduct as set out in column 2 of Schedule 2.

(2) Subregulation (1) does not apply to a senior manager who has lodged a dispute in terms of applicable legislation.

(3) If a senior manager is dismissed for more than one categories of misconduct as set out in subregulation (1), the periods set out in column 3 of the table attached as Schedule 2, run concurrently.

(4) For purposes of subregulation (1), a person dismissed for misconduct is prohibited from re-employment in any municipality for a period as set out in column 3 of Schedule 2 in respect of such category of misconduct calculated from the date of dismissal or conviction.

(5) Any senior manager who has been dismissed for any misconduct other than the categories of misconduct as set out in column 2 of the table attached as Schedule 2 may not be subjected to a waiting period before such a staff member may be re-employed in a municipality.

(6) A municipality must maintain a record of staff members dismissed for misconduct and staff members who resigned prior to the finalisation of any disciplinary proceedings.

(7) A record contemplated in subregulation (6) must be submitted within 14 days of such dismissal or resignation to the MEC for local government and the Minister.

(8) The record contemplated in subregulation (6) must include the following information:

- (a) The name and surname of the staff member;
- (b) the name of municipality;
- (c) the post title; and
- (d) the nature of the misconduct, including—
 - (i) the date of suspension, if applicable;
 - (ii) the conditions of suspension;
 - (iii) the date of commencement of the disciplinary hearing;
 - (iv) information regarding any pre-dismissal arbitration;
 - (v) the finding and category of misconduct;
 - (vi) the date on which the misconduct was referred for arbitration;
 - (vii) costs incurred by the municipality towards the finalisation of the disciplinary case;
 - (viii) the date of resignation or dismissal of the senior manager; and
 - (ix) whether the dismissal has been appealed and the status of the appeal, if applicable.

Re-advertisement of posts

19. (1) If no suitable candidate has been identified, the municipal council—

- (a) must inform all shortlisted candidates that their applications were unsuccessful; and
- (b) may re-advertise the post.

Secondment

20. (1) If a person is seconded to a municipality to act as a municipal manager in terms of section 54A(6) of the Act, an agreement must be entered into between the relevant seconding authority and receiving municipality.

(2) The agreement contemplated in subregulation (1) must specify—

- (a) the duration of the secondment;
- (b) the party responsible for the costs of the secondment; and
- (c) the job description of the seconded official.

(3) Notwithstanding subregulation (4), the cost of secondment must be borne by the receiving municipality, taking into consideration the financial capacity of the municipality.

(4) A person seconded in terms of subregulation (1) must report monthly to the MEC or the Minister, in terms of section 54A(6), on the following:

- (a) steps taken to fill the vacant post to which he or she is seconded;
- (b) the development and implementation of any municipal institutional recovery plan for which the seconded official is responsible;
- (c) monitor and assess the adherence to policy, principles and frameworks applicable to the municipality;
- (d) develop a turnaround strategy for the municipality including a strategy to promote good governance;
- (e) ensure implementation of municipal council resolutions by the administration;
- (f) implement a system to control and approve all expenditure;
- (g) implement all governance systems and procedures; and
- (h) ensure implementation of financial systems, policies and procedures.

(5) A person seconded in terms of subregulation (1) must—

- (a) be paid an allowance equal to the difference between the secondee's current salary and the minimum budgeted salary of the position that the secondee acts in; and
- (b) be compensated for subsistence and travel incurred during the course and scope of his or her duties, in accordance with the relevant policy of the municipality.

CHAPTER 4**CONDITIONS OF EMPLOYMENT****Ordinary hours of work**

21. (1) Except as otherwise provided, a senior manager's ordinary hours of work must be stipulated in the employment contract and be in accordance with the operational requirements of the municipality.

(2) Notwithstanding subregulation (1) a senior manager must work at least 40 ordinary hours per week from Monday to Friday.

Overtime

22. A senior manager may be required to work overtime without additional remuneration.

9.2.2	APPLICATION TO LEASE: PORTION OF ERF 4261 (DALSIG), STELLENBOSCH: CELLPHONE TOWER(S): ATLAS TOWERS AND ILANGA TECHNOLOGIES, ON BEHALF OF INVICTA TOWERS
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Collaborator No:

IDP KPA Ref No: *Good Governance*

Meeting Date: 15 September 2021 and 29 September 2021

1. SUBJECT: APPLICATION TO LEASE: PORTION OF ERF 4261 (DALSIG), STELLENBOSCH: CELLPHONE TOWER(S): ATLAS TOWERS AND ILANGA TECHNOLOGIES, ON BEHALF OF INVICTA TOWERS

2. PURPOSE

To inform Council of the 2 applications received from 2 different companies namely Atlas Towers and Ilanga Technologies, on behalf of Invicta Towers allowing them to construct new base stations on a portion of erf 4261, Stellenbosch. Council to consider the applications to lease the land for this purpose.

3. DELEGATED AUTHORITY

In terms of Delegation EM85 the Executive Mayor, in consultation with the Executive Mayoral Committee, has the delegated authority to “*Approve Lease Agreements on Council properties for a period shorter than 10 years and a contract value of less than R5M*”. The item served before The Mayoral Committee in June and was then referred to the section 80 Committee for consideration and a recommendation to the Executive Mayor in consultation with the Mayoral committee.

4. EXECUTIVE SUMMARY

The item served before The Mayoral Committee in June and was then referred to the section 80 Committee for consideration and a recommendation to the Executive Mayor in consultation with the Mayoral committee. A further request was made that the members of the Planning and economic section 80 committee as well as the members of the Infrastructure Section 80 Committee be invited to take part in the discussions.

On 2018-06-18, following a written request to this effect, a Special Power of Attorney was issued to Atlas Towers to apply for the necessary authorisation to construct a new base station (communication tower) on a portion of erf 4261, Stellenbosch. The delegation to sign these requests was subsequently revoked from the Manager Properties and Maintenance.

This application (building plan) was subsequently approved and they now want to enter into a Lease Agreement with the Municipality. (**APPENDIX 3**). The application is dated 5 December 2018.

A further application to erect a base station tower on the same property was also received from Ilanga Technologies, on behalf of Invicta Towers (**APPENDIX 4**). The application is undated but was received in January 2021 according to Mr Smit from the property department.

In terms of the Property Management Policy Council may conclude lease agreements on a private treaty basis, i.e. without following a public tender process, subject thereto that Council’s intention so to enter into such a contract is advertised for public inputs/comments/objections. It is however clear that there are competing interests on this land and Council must take that into account when considering the applications.

There is also a reservoir on the property and the Water Services department has indicated that further infrastructure may be built on the site in future (**APPENDIX 5**). On the reservoir there are telemetry towers and other signals may interfere with our network services from the site.

The Mayor in consultation with the Mayoral Committee can therefore consider the application.

5. RECOMMENDATION

For consideration and recommendations to the Executive Mayor and Mayoral committee.

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Application for a Power of Attorney

On 2018.06.18, following a written request to this effect, a Special Power of Attorney was issued to Atlas Towers to apply for the necessary authorisation to construct a new base station (communication tower) on a portion of Erf 4261, Stellenbosch, a copy of which is attached as **APPENDIX 1**.

6.1.2 Approval of building plans

On 22 November 2018 this Department was informed that the necessary authorisation (building plan approval) has been received from Stellenbosch Municipality, a copy of which is attached as **APPENDIX 2**. They have applied for a Lease Agreement with Stellenbosch Municipality to enable them to construct a base station on a portion of erf 4261, Stellenbosch. A copy of the application is attached as **APPENDIX 3**. A further application to erect a base station tower on the same property was also received from Ilanga Technologies, on behalf of Invicta Towers (**APPENDIX 4**).

6.2. DISCUSSION

6.2.1 Property description

Erf 4261, Stellenbosch is situated in Nooitgedacht street in Dalsig, as shown, on Fig 1 and 2, below.



Fig 1: Location and context



Fig 2: Size of property

6.2.3 Current use

The site currently house a municipal reservoir, but there is enough space to cater for the base station. The department indicated that the site might be needed for further infrastructure in future.

6.2.4 Ownership

The ownership of erf 4261 vests with Stellenbosch Municipality by virtue of Title Deed T44240/1974.

6.3 Financial Implications

In terms of the approved tariff structure a monthly fee of R6300 will be payable. They will also be responsible for the actual cost in relation to the publication of the public notice.

Should Council approve of the application it will result in an annual income of R75 600.00; i.e. R749 700 over a lease period of 9 years and 11 months (without taking into account the annual escalation).

It needs to be taken into account that the base stations are sub-leased to companies who wants to put disks or smaller towers on to provide internet. Space is then rented from the company that has the base station.

6.4 Legal Implications

6.4.1 Asset Transfer Regulations

In terms of Section 34 (1) of the ATR a Municipality may grant a right to use, control or manage a capital asset only after-

The Accounting officer has concluded a public participation process*; and

The municipal council has approved in principle that the right may be granted.

*Sub regulation (1) (a) (public participation process), however, must be complied with only if-

- a) The capital asset in respect of which the right is to be granted has a value in excess of R10M*; and
 - b) A long-term right is proposed to be granted (i.e. longer than 10 years).
- None of the assets has a value in excess of R10M.

In terms of Regulation 36, the municipal council must, when considering such approval, take into account:

- a) whether such asset may be required for the municipality's **own use** during the period for which such right is to be granted;
- b) the extent to which any compensation to be received will result in a significant economic or **financial benefit** to the municipality;
- c) the **risks and rewards** associated with such right to use; and
- d) the **interest of the local community**

In terms of Regulation 41, if an approval in principle has been given in terms of regulation 34 (1)(b), the municipality (read Mayco) may grant the right only in accordance with the **disposal management system*** of the municipality, irrespective of:-

- a) the value of the asset; or
- b) the period for which the right is granted

*The policy on the Management of Council owned property is deemed to be Stellenbosch Municipality's disposal management System.

6.4.2 Policy on the Management of Council owned property

In terms of paragraph 9.2.2 of the Policy, the Council may dispense with the prescribed, competitive process, and may enter into a private treaty agreement through any convenient process, which may include direct **negotiations**, but only in **specific circumstances**, and only after having **advertised** Council's intention so to act.

One of the circumstances listed in (g) is where unsolicited applications/proposals are received from telecommunication companies to construct or put up communication infrastructure on Municipal land, such as masts, dishes, etc., subject to approved tariff structure*.

*See par. 4.3 below.

Further, in terms of paragraph 9.2.2.2, the reasons for any such deviation from the competitive process must be recorded.

6.4.3 Telecommunication Mast Infrastructure Policy (2017)

Council adopted the above policy in 2017. Should Council therefor approve of the application to conclude a Lease Agreement for the construction of a freestanding telecommunication base station, it will be subject thereto that all the necessary Land Use rights and building plan approvals are obtained from the Planning Department.

Only when such approvals/authorisations are in place, the Lease Agreement will come into operation.

6.5 Staff Implications

There are no staff implications, should the recommendations be approved.

6.6 Previous / Relevant Council Resolutions

Mayco 15/6/21:

that this matter be referred to a Joint meeting of Corporate Services; Infrastructure; Planning, Local Economic Development and Tourism Section 80 Committee meeting (including the Ward Councillors).

6.7 Risk Implications

Risks are indicated in the item.

6.8 Comments from Senior Management

The item was sent out for comments on 5 February 2021 and the water services commented – see **APPENDIX 5**.

RECOMMENDATIONS TO THE EXECUTIVE MAYOR: FROM THE JOINT SITTING OF CORPORATE SERVICES, INFRASTRUCTURE SERVICES AND PLANNING & ECONOMIC DEVELOPMENT COMMITTEE: 2021-09-09: ITEM: 5.1.2

that the applications not be approved with the following reasons;

- (i) Given the fact that Council already have infrastructure on the land and may want to extend that infrastructure in future;
- (ii) The use of the towers may pose a risk to the current infrastructure;
- (iii) No motivation or request from the residents of the ward was received to increase cell phone coverage;
- (iv) Extensive fibre has been installed in the ward should residence need fast and reliable internet.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-09-15: ITEM 7.2.2

that given the fact that Council already have infrastructure on the land and may want to extend that infrastructure in future, Council do not approve the applications.

ANNEXURES:

- Appendix 1: Special Power of Attorney
- Appendix 2: Building Plan approval
- Appendix 3: Application
- Appendix 4: Application Ilanga Technologies, on behalf of Invicta Towers
- Appendix 5: Comments from Water Services Department

FOR FURTHER DETAILS CONTACT:

NAME	Annalene de Beer
POSITION	Director: Corporate Services
DIRECTORATE	Corporate Services
CONTACT NUMBERS	021-8088018
E-MAIL ADDRESS	Annalene.deBeer@stellenbosch.org.za
REPORT DATE	2021 –09 -06

APPENDIX 1



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

POWER OF ATTORNEY

I, **PETRUS DU PLESSIS SMIT**, in my capacity as Manager: Property Management of Stellenbosch Municipality, being the registered owner of Erf 4261, Stellenbosch by virtue of Title Deed T44246/1974, do hereby grant authority to **Atlas Towers** to apply for the necessary planning/environmental authorization and building plan approvals in respect of the above-mentioned property, to enable it to be developed/utilized for the purpose(s) of construction of a cellular base station.

The undersigned hereby nominates, constitutes and appoints the above applicant with power of substitution to be the registered owner's legal representatives/agent and to act in the name, place and stead of the registered owner in the above regard. Power of attorney is accordingly hereby granted to the applicant to sign all correspondence in respect of the matter referred to above.

This consent is valid for a period of 12 (twelve) months from date of signature and is subject to:

1. Written proposal to the Municipality by Atlas Towers, setting out all details and design of the proposed Telecommunication Infrastructure;
2. Conclusion of a formal rental agreement between the Municipality and Atlas Towers that includes all applicable local authority town planning; building planning and environmental regulation and approvals;
3. Undertaking by the Municipality not to issue a Power of Attorney to any other party to plan and/or apply for the development and/or installation of a Telecommunication Structure on the subject property.

Should the necessary approvals, as sought by Atlas Towers not be obtained for whatsoever reasons, then Atlas Towers would not have any claim against Stellenbosch Municipality for expenditure incurred.

Signed at Stellenbosch this.....day of2019.

.....
PETRUS DU PLESSIS SMIT
on behalf of Stellenbosch Municipality

APPENDIX 2

STELLENBOSCH MUNISIPALITEIT
STELLENBOSCH MUNICIPALITY

**KENNISGEWING VIR GOEDKEURING VAN BOUPLAN
NOTICE OF APPROVAL OF BUILDING PLAN**

Stellenbosch Municipality
C/o Piet Smit
P.O.Box 17
STELLENBOSCH
7599

Erf Number: SB4261
Building Plan number: BP/18/2561
Situated at: Nooitgedacht Road
Description of application: Telecommunication Base Station
Approval date: 19 November 2018

**APPROVED IN TERMS OF SECTION 7 OF THE NATIONAL BUILDING REGULATION
AND BUILDING STANDARDS, ACT 103 OF 1977.**

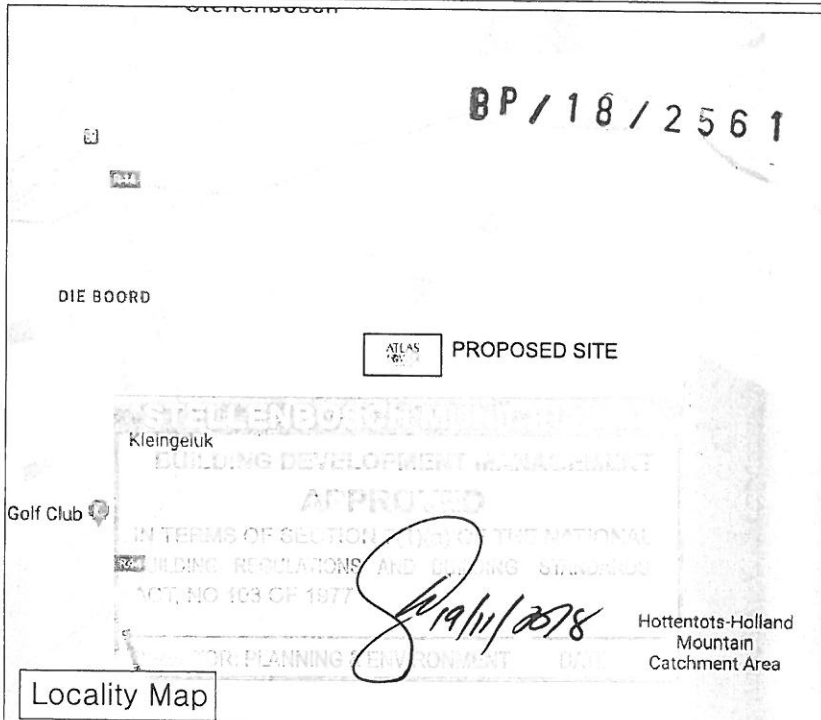
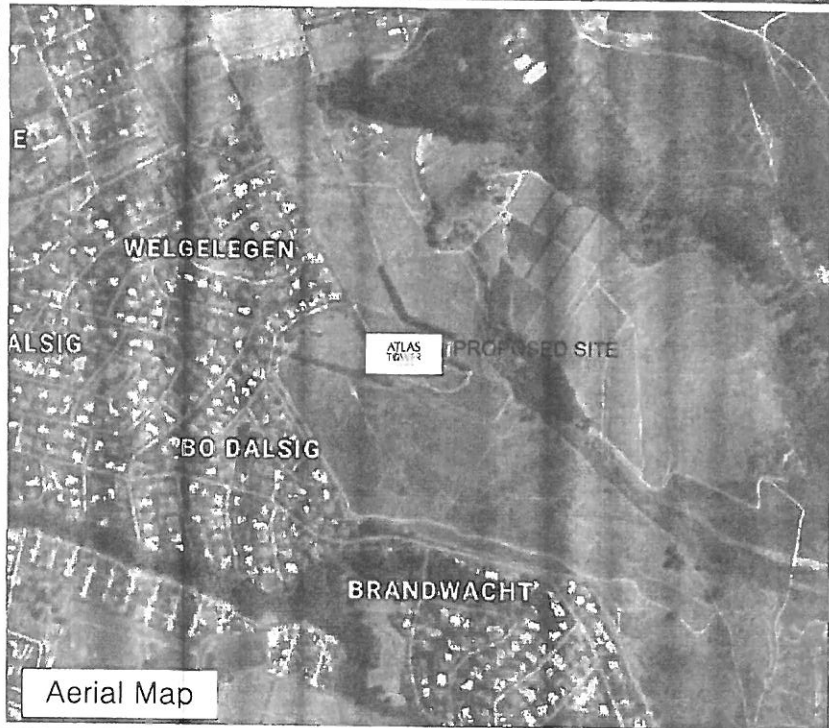
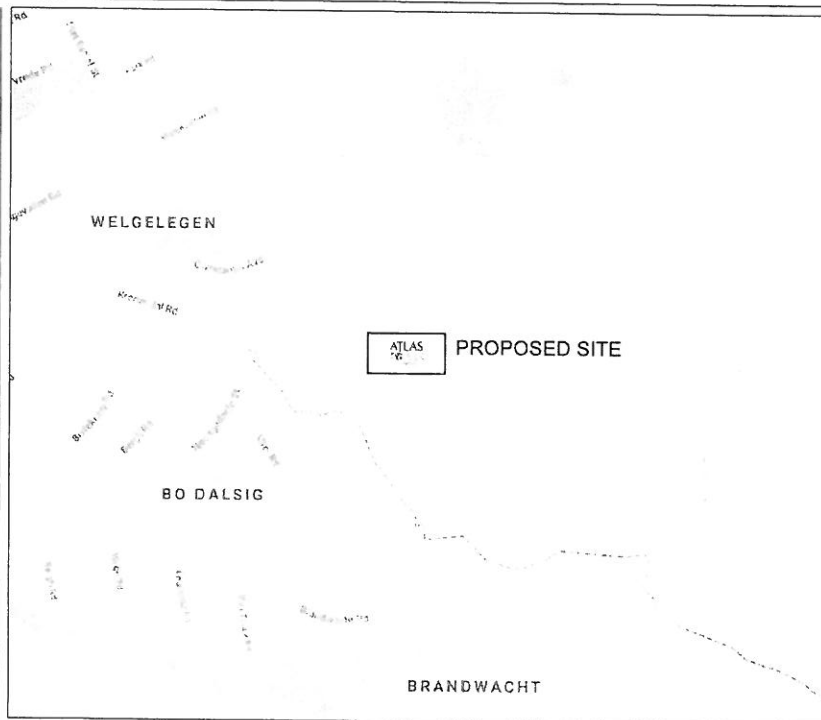
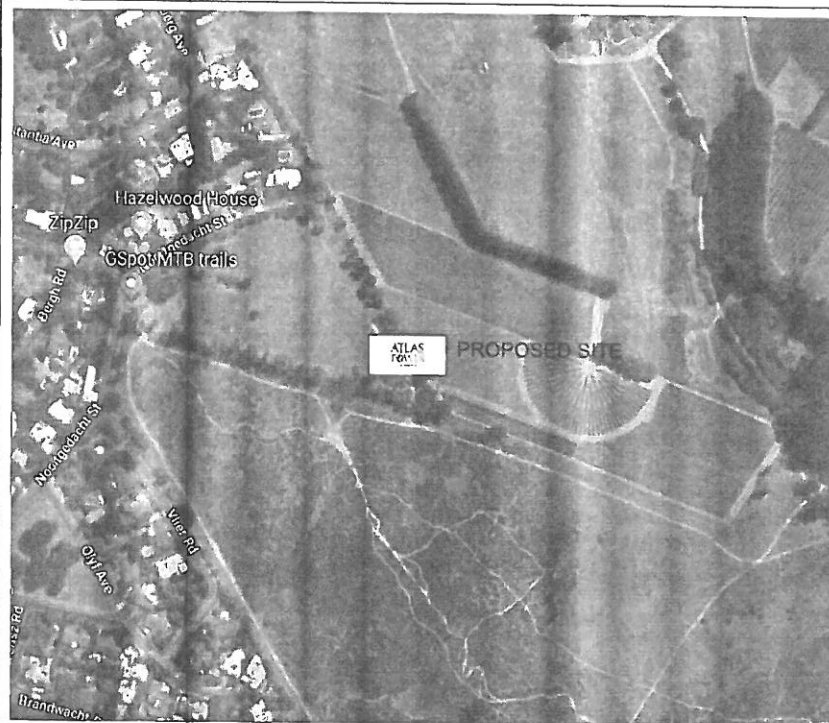
BUILDING CONTROL OFFICER – RODNEY ADAMS (021-808 8686)

Recommended for approval subject to the following conditions:-

1. All work to be done in accordance with the National Building Regulations and standards Act 103 of 1977.
2. This approval does not exempt the owner from complying with any relevant legislation.
3. The approval granted in terms of Section 7 (4) of the Act 103 of 1977, shall lapse after the expiry of a period of 12 months unless the construction started prior to the said period or unless the applicant make application in writing to extend such period.
4. Where, in the opinion of the local authority, the location of any boundary of a site has not been accurately determined such local authority may, require the owner, at his own cost, to engage a professional land surveyor and to submit to the local authority a certificate, in an approved form and signed by such professional land surveyor.



MANAGER BUILDING DEVELOPMENT MANAGEMENT



ATLAS TOWER

USA • INTERNATIONAL

ATLAS TOWER SITE ID: ATSA724

ATLAS TOWER SITE NAME: DALSIG

PROPERTY DESCRIPTION:
ERF 4261, STELLENBOSCH

ADDRESS:
NOOITGEDACHT ROAD, DALSIG,
STELLENBOSCH, WESTERN CAPE

CO-ORDINATES: **ELEVATION:**
 Lat: -33.950697" 179m
 Long: 18.867353"

WPP

TOWN AND REGIONAL PLANNING CONSULTANTS

Tel: (021) 552 5255 Unit H, 3rd Floor Po Box 152,
 Fax: 086 537 9187 Matrix Building, Bridgeway, Century City,
 Century City, Cape Town 7446

PROJECT:
PROPOSED NEW ATLAS TOWER 25m TREE MAST
WITH 10m X 10m BASE STATION

APPROVED MAST:
25m TREE MAST

NOTES:
 A) NEW 25m TREE MAST
 B) 10m x 10m BASE STATION
 C) 2.4m PALISADE FENCE
 D) BASE STATION: CHIP STONE SURFACE

Adrianus 09/07/2018

DATE	DESCRIPTION	REVISION
27-06-2018	1st Issue	0

DRAWING NUMBER: ATSA724 **SHEET:** 1 OF 4

DRAWING TITLE: LOCALITY MAP

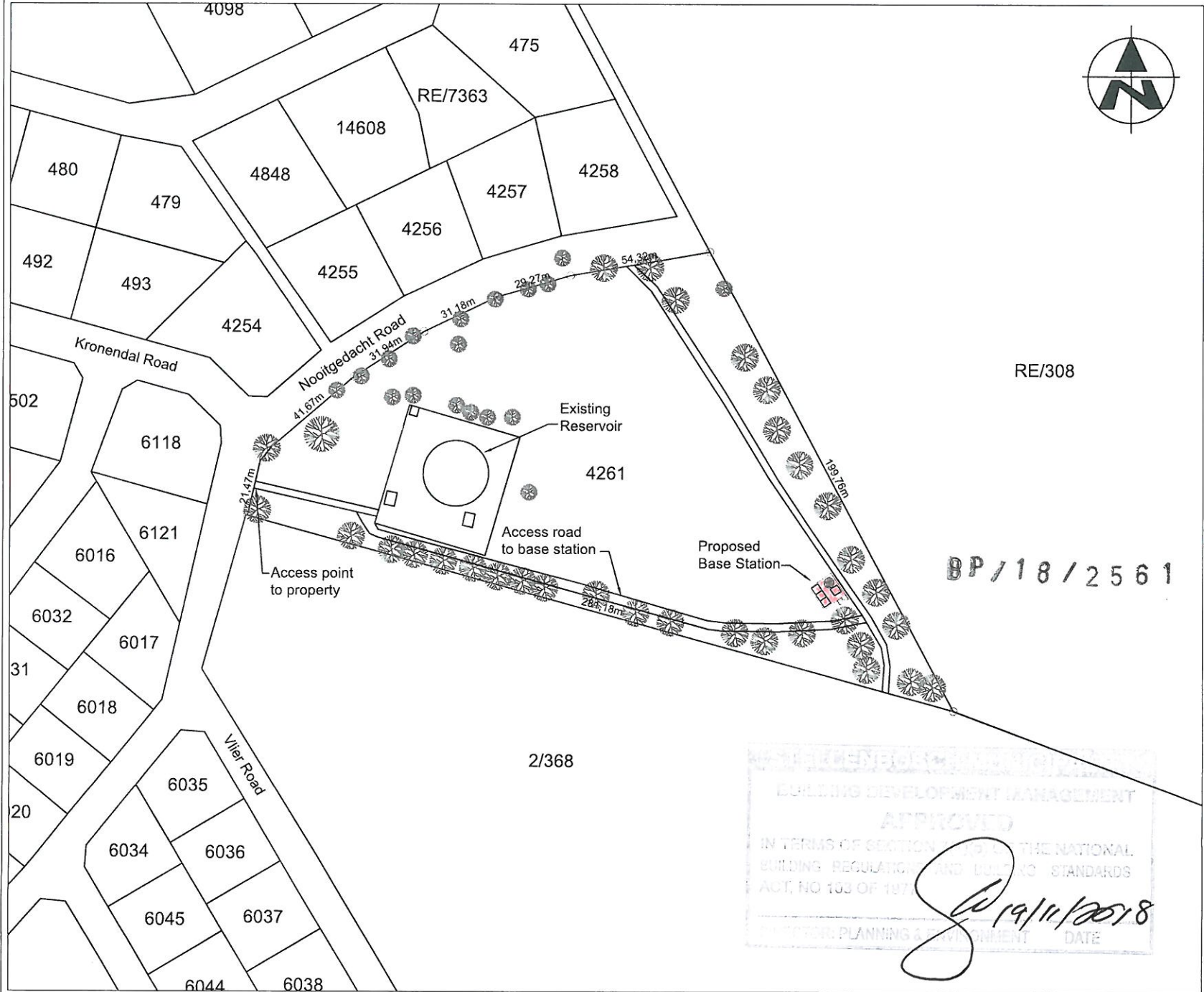
DRAWN: D. LOOTS **SCALE:** NTS

DATE: 2018-06-27 **REVISION:** 0

Aerial Map

Locality Map

Site Plan



RE/308

BP/18/2561

BUILDING DEVELOPMENT MANAGEMENT
 APPROVED
 IN TERMS OF SECTION 107 OF THE NATIONAL
 BUILDING REGULATIONS AND BUILDING STANDARDS
 ACT, NO 103 OF 1977
 19/11/2018
 TOWN AND REGIONAL PLANNING & DEVELOPMENT

ATLAS TOWER SITE ID:
 ATSA724

ATLAS TOWER SITE NAME:
 DALSIG

PROPERTY DESCRIPTION:
 ERF 4261, STELLENBOSCH

ADDRESS:
 NOOITGEDACHT ROAD, DALSIG,
 STELLENBOSCH, WESTERN CAPE

CO-ORDINATES: ELEVATION:
 Lat: -33.950697° 179m
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Tel: (021) 552 5255 Unit H, 3rd Floor Po Box 152.
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APPROVED MAST:
 25m TREE MAST

- NOTES:
- A) NEW 25m TREE MAST
 - B) 10m x 10m BASE STATION
 - C) 2.4m PALISADE FENCE
 - D) BASE STATION: CHIP STONE SURFACE

DATE	DESCRIPTION	REVISION
27-06-2018	1st Issue	0

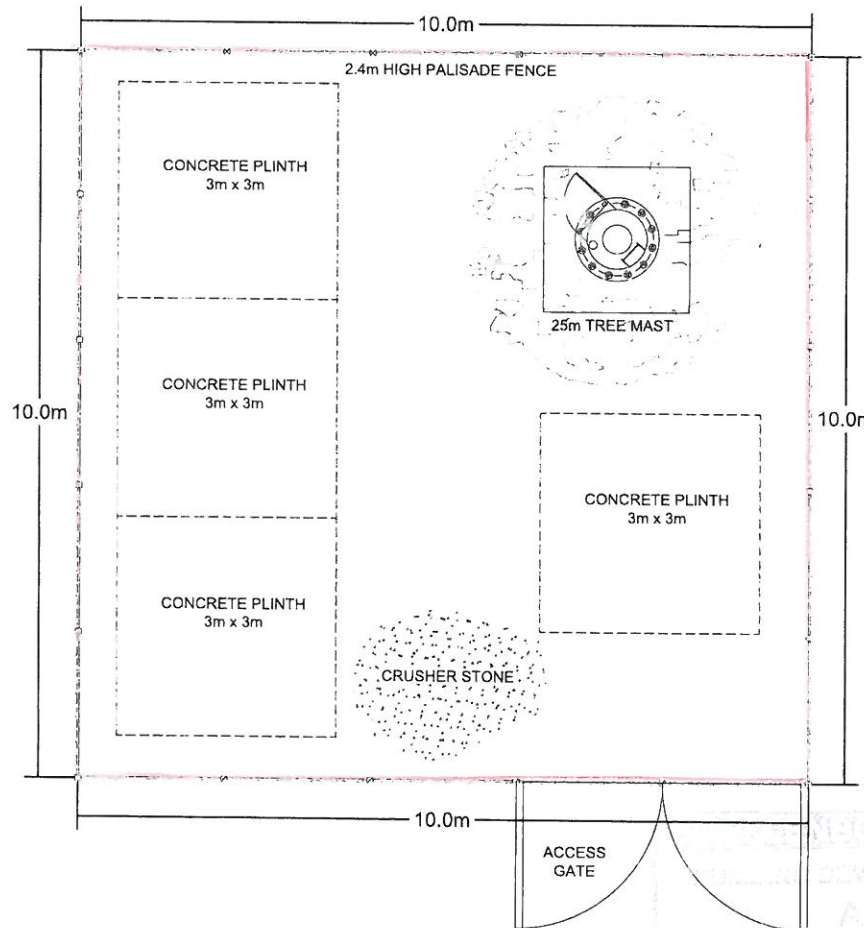
DRAWING NUMBER: ATSA724 SHEET:
 2 OF 4

DRAWING TITLE: SITE PLAN

DRAWN: D. LOOTS SCALE:
 1:2000

DATE: 2018-06-27 REVISION:
 0

Top View



BP / 18 / 2561

APPROVED
 IN TERMS OF SECTION 210 OF THE NATIONAL
 ENVIRONMENTAL MANAGEMENT ACT AND REGULATIONS AND BUILDING STANDARDS
 ACT NO 103 OF 1977
 19/07/2018

ATLAS TOWER

USA • INTERNATIONAL

ATLAS TOWER SITE ID:

ATSA724

ATLAS TOWER SITE NAME:

DALSIG

PROPERTY DESCRIPTION:

ERF 4261, STELLENBOSCH

ADDRESS:

NOOITGEDACHT ROAD, DALSIG,
 STELLENBOSCH, WESTERN CAPE

CO-ORDINATES:

Lat: -33.950697*
 Long: 18.867353*

ELEVATION:

179m

WPP

TOWN AND REGIONAL PLANNING CONSULTANTS

Tel: (021) 552 5255
 Fax: 086 537 9187

Unit H, 3rd Floor
 Matrix Building, Bridgeway,
 Century City, Cape Town

Po Box 152,
 Century City,
 7446

PROJECT:

PROPOSED NEW ATLAS TOWER 25m TREE MAST
 WITH 10m X 10m BASE STATION

APPROVED MAST:

25m TREE MAST

NOTES:

- A) NEW 25m TREE MAST
- B) 10m x 10m BASE STATION
- C) 2.4m PALISADE FENCE
- D) BASE STATION: CHIP STONE SURFACE

[Signature] 09/07/2018

DATE	DESCRIPTION	REVISION
27-06-2018	1st Issue	0

DRAWING NUMBER: ATSA724

SHEET:
 3 OF 4

DRAWING TITLE:

TOP VIEW

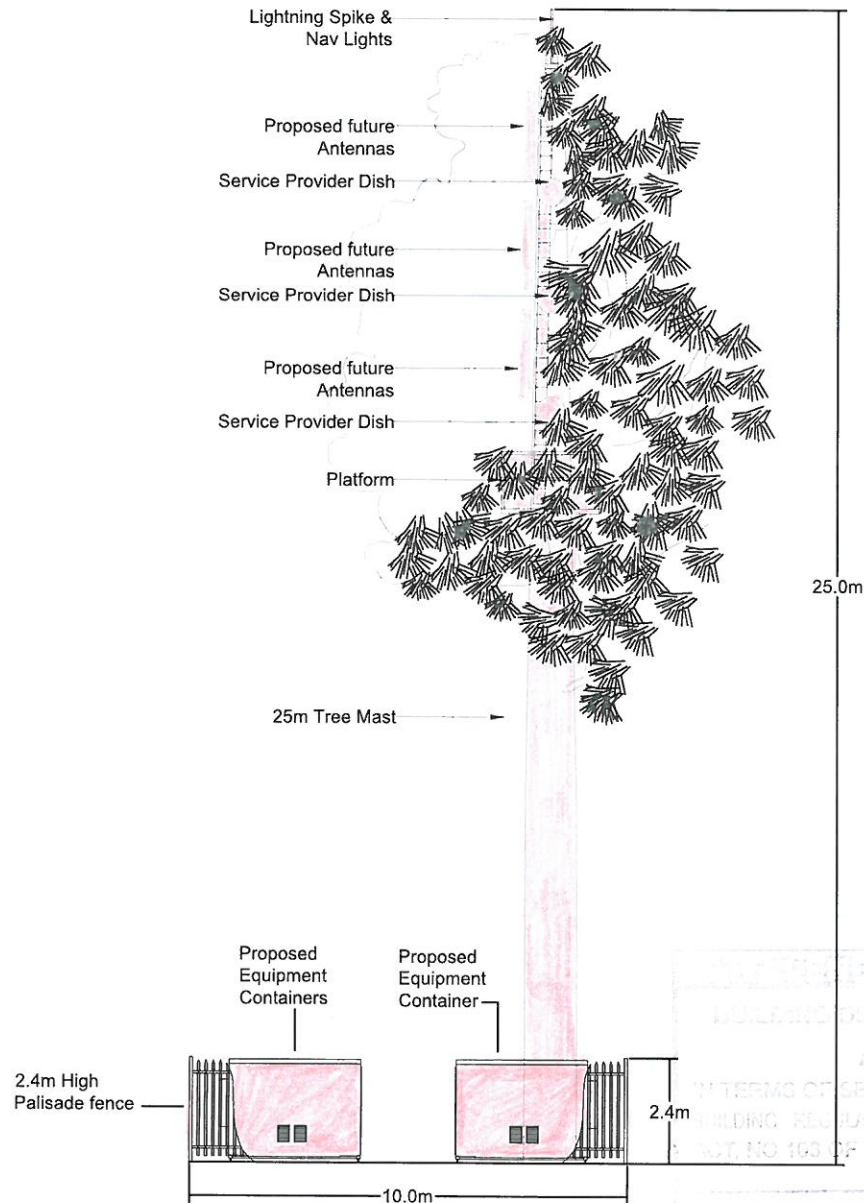
DRAWN: D. LOOTS

SCALE:
 NTS

DATE: 2018-06-27

REVISION:
 0

Elevation



25.0m

BP / 18 / 256 A

APPROVED
 IN TERMS OF SECTION 7(1)(b) OF THE NATIONAL BUILDING REGULATIONS AND STANDARDS ACT, NO 103 OF 1977
 19/11/2018
 TOWN AND REGIONAL PLANNING & ENVIRONMENT DATE

USA • INTERNATIONAL

ATLAS TOWER SITE ID:

ATSA724

ATLAS TOWER SITE NAME:

DALSIG

PROPERTY DESCRIPTION:

ERF 4261, STELLENBOSCH

ADDRESS:

NOOITGEDACHT ROAD, DALSIG, STELLENBOSCH, WESTERN CAPE

CO-ORDINATES:

Lat: -33.950697*
 Long: 18.867353*

ELEVATION:

179m



TOWN AND REGIONAL PLANNING CONSULTANTS

Tel: (021) 552 5255 Unit H, 3rd Floor Po Box 152
 Fax: 086 537 9187 Matrix Building, Bridgeway, Century City, Cape Town 7446

PROJECT:

PROPOSED NEW ATLAS TOWER 25m TREE MAST WITH 10m X 10m BASE STATION

APPROVED MAST:

25m TREE MAST

NOTES:

- A) NEW 25m TREE MAST
- B) 10m x 10m BASE STATION
- C) 2.4m PALISADE FENCE
- D) BASE STATION: CHIP STONE SURFACE

Adrian 09/07/2018

DATE	DESCRIPTION	REVISION
27-06-2018	1st Issue	0

DRAWING NUMBER: ATSA724

SHEET:
4 OF 4

DRAWING TITLE:

ELEVATION

DRAWN: D. LOOTS

SCALE:
NTS

DATE: 2018-06-27

REVISION:
0

APPENDIX 3

Director: Property Management

Stellenbosch Municipality
Town House Complex
Plein Street
Stellenbosch
7600

5 December 2018

APPLICATION TO LEASE A PORTION OF ERF 4261 STELLENBOSCH

Dear Mr Smit,

Our client, Atlas Tower, would like to lease a portion of Erf 4261 Stellenbosch, for the installation of a freestanding telecommunication base station.

The base station is proposed at the following coordinates: 33°57'2.51"S; 18°52'2.47"E. The proposed position has been indicated on the attached site plan. The lease space required is 100m² in order to accommodate the equipment units for the various service providers, as well as the mast. The height of the tower is proposed at 25m and the structure type is proposed as a monopole mast, camouflaged as a tree. The main purpose of this tower will be to provide improved network coverage for the various service providers (MTN, Vodacom, Cell C and Telkom Mobile) for the area of Welgelegen, Stellenbosch.

The proposed base station will be greatly beneficial to residents of Welgelegen and the surrounding communities, businesses and commuters in the area by providing improved network coverage for all mobile users. Telecommunications service coverage in the area is poor.

Please note that a building plan application was approved on 19 November 2018.

Please notify us should any additional information be required. We look forward to your positive consideration of this application.

Yours faithfully



Dirko Loots
Warren Petterson Planning

APPENDIX 4

PROPOSAL TO LEASE MUNICIPAL LAND FOR A FREESTANDING TELECOMMUNICATION BASE STATION

Erf 4261, STELLENBOSCH



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Curt van Wyk

Town and Regional Planner (Site Acquisition)

+27(0)718 711 630



Email: curt@ilangatech.com

PROPOSED TELECOMMUNICATION BASE STATION

CONTENTS

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P.O. Box 14273, Bredell, 1623
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PROPOSED TELECOMMUNICATION BASE STATION

1 MOTIVATION

1.1 HISTORICAL BACKGROUND

Over recent years' cellular communication in South Africa evolved from merely a means of convenience to an essential business tool, means of communication and safety measure. Initial high tariff rates limited the accessibility of the products and its service. However, over time more reasonable consumer tariffs and packages have been introduced, making cellular communication more accessible to a much larger sector of the population.

Data usage on the networks are also becoming faster, more affordable and more accessible. User behavior patterns are continuously changing in reaction to cheap internet, new data intensive smart phones, data intensive applications and websites, and an increasing social media driven society. These factors resulted in the average consumer data usage doubling every year.

The current cellular infrastructure is not equipped to handle this demand which leads to a congested network with connection problems and dropped calls on the voice network and limited and unstable internet connections on the data network.

Cellular service provider is taking steps to improve their network by keeping abreast with the advances in communication technology and providing increased capacity in terms of coverage in the areas where there is an increased demand. We strive to make this technology available to the wider spectrum of the population.

Newer technology like LTE provide faster internet to more users which alleviate the pressure on the base station, but its range is very limited. A single old generation GSM voice based base stations could cover dozens of kilometers. The new LTE base stations have a maximum coverage range of 500m depending on the number of users.

The congestion of existing sites together with a decrease in its coverage range necessitates that the distance between base stations decrease resulting in the construction of new freestanding and rooftop cellular base stations.

It is calculated that cellular network operators in South Africa will build 2800 new base stations in the next 5 years.

The proposed site is located at a nominal point as identified by network planners. By utilizing sites located at the network's nominal point the number of future base stations are limited and an effective service network can be developed.



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PROPOSED TELECOMMUNICATION BASE STATION

2 INTRODUCTION

2.1 REGISTERED OWNER

The registered owner of the subject property is identified as STELLENBOSCH MUNICIPALITY. Consent will be needed from this institution in order to proceed with the submission of the land use (consent use) application and building plans for the proposed free standing telecommunication base station.

2.2 CLIENT

Invicta Towers and Ilanga Technologies (Pty) Ltd will submit a land use and building plan application to Stellenbosch Local Municipalities for the permission to erect a free standing telecommunication base station on the subject property, Erf 4261, Stellenbosch Municipality.

3 REGISTERED DETAIL

3.1 TITLE DEED & CONVEYANCER'S INVESTIGATION

Table 1 reflects the current registered detail of Erf 4261, Stellenbosch.

TABLE 1 – REGISTERED DETAILS			
REGISTERED DESCRIPTION	TITLE DEED NO.	REGISTERED OWNER	EXTENT
Erf 4261, Stellenbosch	T44246/1974	STELLENBOSCH MUNICIPALITY	2,4320ha

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PROPOSED TELECOMMUNICATION BASE STATION

3.2 WINDEED OF SUBJECT PROPERTY

Please see extract of the subject property's windeed below.

Printed: 2020/11/20 08:53

WinDeed Property Report
windeed
A LexisNexis® Product

Township **STELLENBOSCH**, Erf **4261/0**

REGISTERED PROPERTY DETAILS



Property Type	ERF	Diagram Deed	T44246/974
Erf Number	4261	Registered Size	2,4320HA
Portion Number	0	Municipality	STELLENBOSCH MUN
Township	STELLENBOSCH	Province	WESTERN CAPE
Registration Division	STELLENBOSCH RD	Coordinates (Lat/Long)	-33.950125 / 18.866207
Deeds Office	CAPE TOWN		

OWNER DETAILS

Owner 1 of 1

Person Type	COMPANY	Title Deed	T44246/1974
Name	MUN STELLENBOSCH	Purchase Date	-
Registration Number	-	Purchase Price (R)	-
Share (%)	-	Registration Date	1974/12/31

MAPS

PROPERTY INFORMATION

Address	-
Primary Use	-
Estate	-

Room Configuration

Bedrooms	1	Reception Areas	-
Bathrooms	1	Study/Office	-
Kitchens	1		
Internal Finishes	-		

General Information

Door Number	-	Roof Type	-
Floor Size (m ²)	-	Wall Type	-
Storeys	-	Construction Year	-

Other Features

Garages	-	Additional Dwellings	-
Garden	-		
Pool	-		

MUNICIPAL VALUATION

Municipal Valuation	-	Valuation Year	-
Zoning Usage	-		

PROPOSED TELECOMMUNICATION BASE STATION

4 SITE & CONTEXTUAL ANALYSIS

4.1 LOCATION



Figure 1. Locality

Erf 4261, Stellenbosch is located in the suburb of Welgelegen in Stellenbosch. (Please see figure 1. and attached locality plan)



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PROPOSED TELECOMMUNICATION BASE STATION

4.2 LAND USE

The property is currently zoned Utility Service Zone and therefore a free standing telecommunication base station is permitted as a consent use according to the Stellenbosch Municipality Zoning Scheme By-Law 2019, applicable to Stellenbosch.

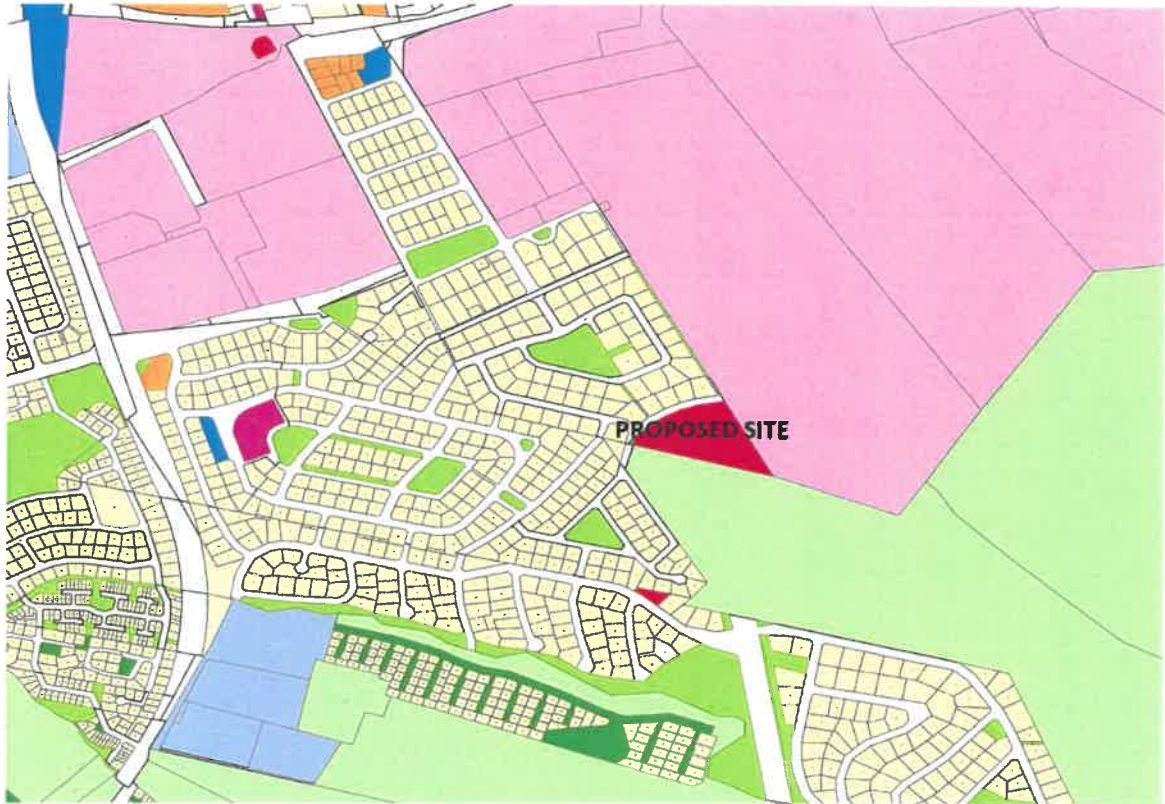


Figure 2 – Zoning map

5 DEVELOPMENT PROPOSAL

5.1 APPLICATION SPECIFICATIONS

The client, Invicta Towers, with consent of the property owner wishes to submit building plans in order to erect a 30m TREE TOWER on an 8m x 8m (64m²) area.

PROPOSED TELECOMMUNICATION BASE STATION

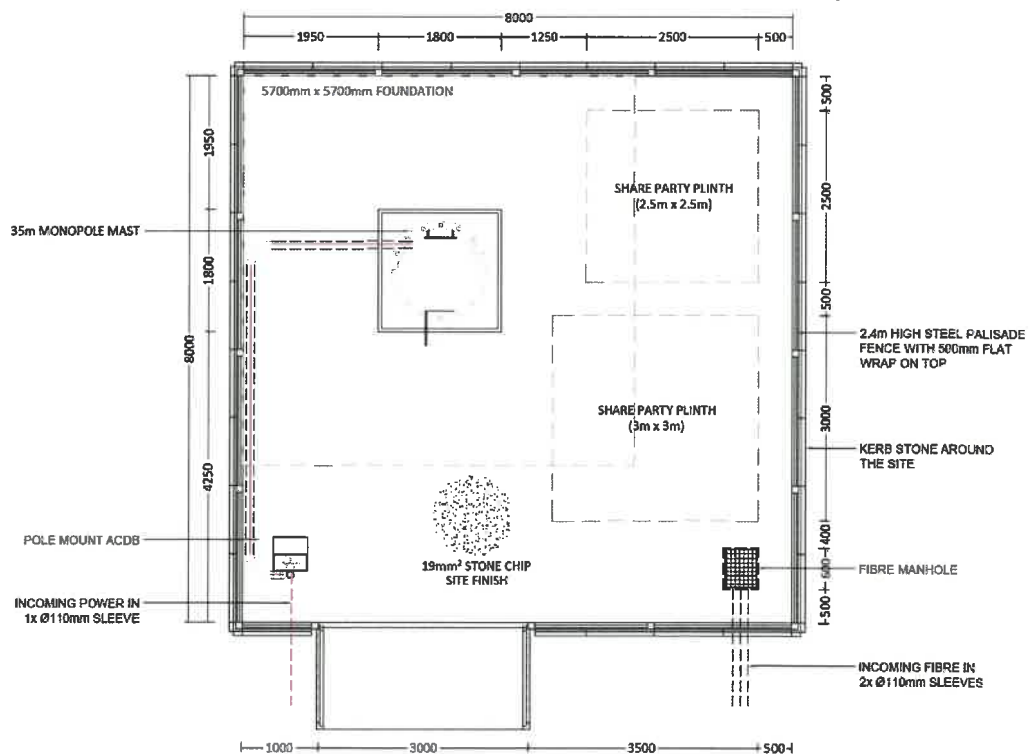


Figure 3 – Proposed site

5.2 DEVELOPMENT CONCEPT

The application comprises the following proposed development parameters:

The total ground coverage of the proposed free standing telecommunication base station (tree tower) will be 64m² (8m x 8m) in extent. (Please see figure 3. below)



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PROPOSED TELECOMMUNICATION BASE STATION

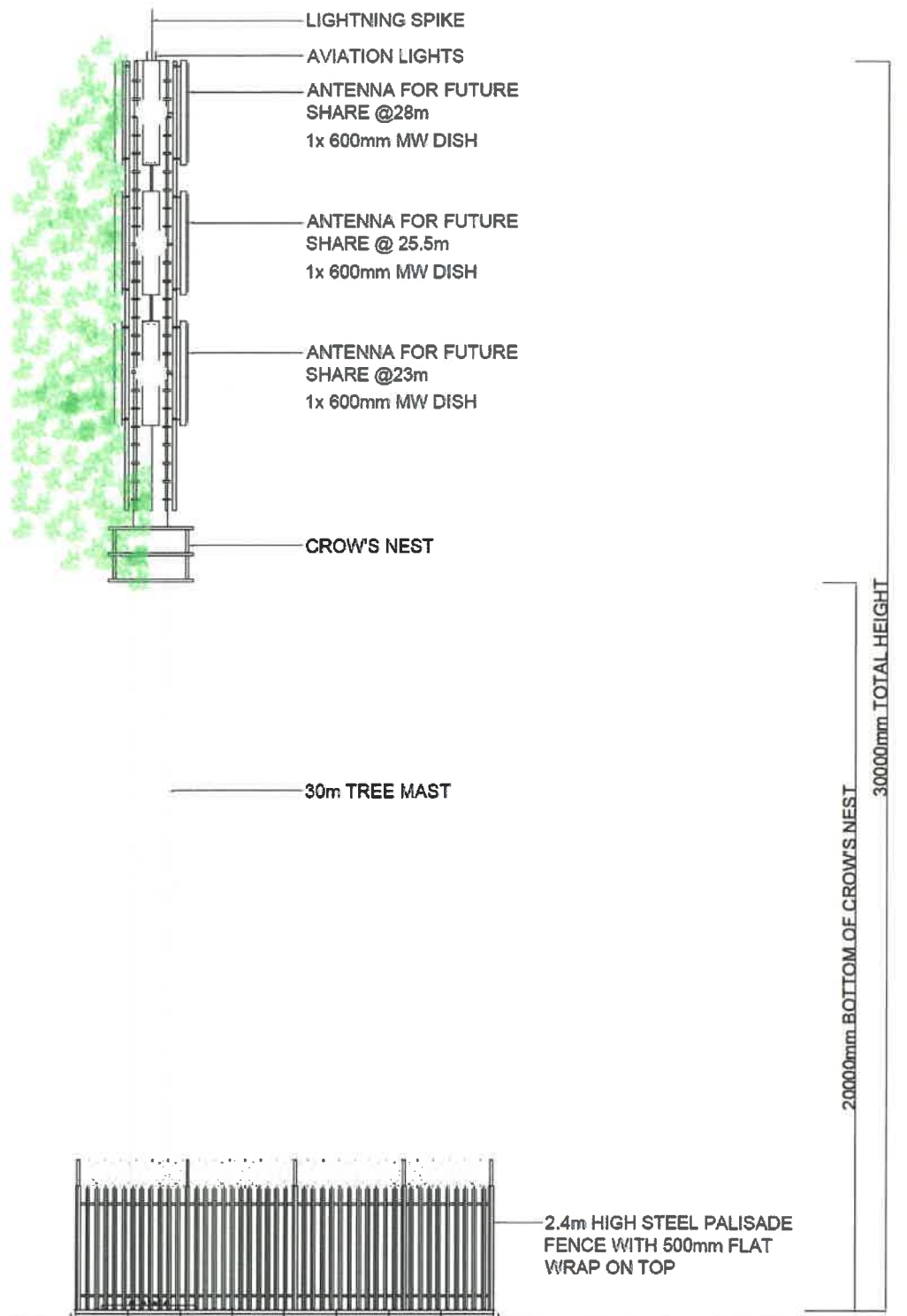


Figure 4. Proposed freestanding telecommunication mast



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PROPOSED TELECOMMUNICATION BASE STATION

5.3 ACCESS

The subject property gains access from Nooitgedacht Street as depicted in figure 4-5 below.



Figure 5. Access to subject property



Figure 6. Picture of access to subject property



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PROPOSED TELECOMMUNICATION BASE STATION

5.4 NEED AND DESIRABILITY

INVICTA TOWERS is required to continuously upgrade and expand the current cellular network to keep up with advancing technology and escalating demand. This advancing cellular technology incorporates internet connectivity in addition to cellular telephony and more and more subscribers rely on their cellular networks for internet connections as modems or directly through their handsets. Internet connections use up far more of the network capacity than regular calls and consequently the current networks are rapidly becoming inadequate resulting in dropped calls.

The existing coverage for this area is not very good and subscribers experience network congestion and dropped calls and it has been determined by the radio planners that it is necessary to supplement the network in this area with an additional base station. The site that has been selected forms part of a capacity upgrade plan in the area. The serving cells in the area are reaching their capacity limit and from a planning and optimization perspective it is essential that a new site be built to prevent future congestion. The site will also give coverage to the surroundings as there are complaints received by the Network Quality Department in this regard.

Cellular phones have become an integral part of our way of life and fulfill an important role in most people's daily life. Cellular phones have become of utmost importance since communication is made much easier and more readily available. To provide effective cellular phone communications, cellular telephone masts must be provided by the various public operators and placed on specific locations predetermined by professional personnel.

The current demand and popularity of cellular telephones surpassed all expectations and subsequently the existing networks are insufficient to handle daily calls in certain areas. Presently cellular telephones are an everyday use article with a large percentage of subscribers throughout the country. Nowadays it is hard to find a person that does not use a cellular phone. The development of cellular telephone masts is of national interest because it promotes communications and places telephone communication within reach of the entire population.

Data usage through cellular phones, modems, and other mobile devices such as iPads, Smart Phones, etc., all require good 3G (and recently added 4G) coverage to operate effectively. The more evolved the devices become, the denser the telecommunication infrastructure will have to become as more and more signal / coverage will be required.

The permission application is submitted to the Stellenbosch Municipality to obtain the desired rights as required by our client and prescribed by ruling policies and legislation. The application is made to lease 64m² to permit the construction of a telecommunication mast on the application site.

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PROPOSED TELECOMMUNICATION BASE STATION

The position was calculated, considering the topography, surrounding land uses and available land, ecological sensitivity, and the placement of other Telecommunication masts in the area. The socio-economic profile of the consumers is also considered. Additionally, the technical specifications of the Radio-planner must be adhered to.

The current cellular telephone infrastructure in this part of and surrounding areas are reaching their maximum carrying capacities. Cellular telephone masts have a limited number of calls / data usages that it can handle at any given time. If the number of calls / data usage is exceeded, it results in calls being cut off and slow internet connections.

The need for additional infrastructure is also determined by the number of subscribers that contact service providers and complain about poor signals in their areas. Therefore, a need arises for more cellular telephone infrastructure in the Stellenbosch area.

As mentioned above, several complaints on poor signal have been received from residents in the area. A Telecommunication mast, being 30m high and requiring a site that will be approximately 64m² in total, was therefore proposed by INVICTA TOWERS in order to serve this area of Stellenbosch Municipality, the surrounding community and future developments with sufficient 2G and 3G (and 4G) signal/coverage.

Broadband penetration in general within South Africa is very low. This situation can be ascribed to the unavailability of electronic communication infrastructure which largely includes Telecommunication Masts. For this to be rectified, the Department of Telecommunications and Postal Services (DTPS) has placed enormous pressures on services providers in South Africa such as MTN(Pty) Ltd to provide more infrastructure. According the National Broadband Policy for South Africa, 2010, some disadvantages associated with the lack of adequate infrastructure include:

- Lower access to efficacy in Government Processes
- South Africa becomes a less competitive destination for investment
- An increase in the digital divide

Reduced access to employment opportunities and job creation.

The DTPS has stated in the National Broadband Policy for South Africa, 2010, that in order for their vision for universal access to Broadband to be achieved in 2020, the country has to see an increase in reliable, robust and secure infrastructure that is available, accessible and affordable to all. For the cost of communication to be reduced, there should be a rollout of infrastructure such as Telecommunication masts throughout South Africa.

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PROPOSED TELECOMMUNICATION BASE STATION

5.5 CONCLUSION

The proposed free standing telecommunication mast base station on Erf 4261, Stellenbosch, will provide an essential and sort after service to the surrounding community, businesses and commuters. The proposed Telecommunication site is in line with the Stellenbosch Municipality's Stellenbosch Municipality Zoning Scheme By-Law 2019, and will have a minimal impact on the surrounding property.

We trust that the application will meet your requirements and will receive your positive consideration.

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E: info@ilangatech.com T: 0861 111 017

APPENDIX 5

Annalene De Beer**Subject:**

FW: Water services comments - Ilanga communication- Towers to be erected

From: Adriaan Kurtz <Adriaan.Kurtz@stellenbosch.gov.za>
Sent: Friday, 05 February 2021 16:31
To: Lize-Mari Visser <Lize-Mari.Visser@stellenbosch.gov.za>; Clayton Hendricks <Clayton.Hendricks@stellenbosch.gov.za>; Jeri-Lee Mowers <Jeri-Lee.Mowers@stellenbosch.gov.za>; Johan Fullard <Johan.Fullard@stellenbosch.gov.za>; Nombulelo Zwane <Nombulelo.Zwane@stellenbosch.gov.za>; Lorelle Adams <Lorelle.Adams@stellenbosch.gov.za>
Cc: Deon Louw <Deon.Louw@stellenbosch.gov.za>; Joy Julius <Wayleave@stellenbosch.gov.za>; Justine Fielies <Justine.Fielies@stellenbosch.gov.za>; Megan Daniels <Megan.Daniels@stellenbosch.gov.za>; Tanya Carstens <Tanya.Carstens@stellenbosch.gov.za>; Tashlee Ismail <Tashlee.Ismail@stellenbosch.gov.za>
Subject: Water services comments - Ilanga communication- Towers to be erected

Dear all

Please note from Water services our infrastructure. The sketch is indicative of the services and the position might differ from the indicated positions.

Please find the water services infrastructure on proposed site.

This site might be earmarked for future water infrastructure and any new structures must be discussed with water services.



From: Lize-Mari Visser [<mailto:Lize-Mari.Visser@stellenbosch.gov.za>]
Sent: Friday, 05 February 2021 08:54
To: Adriaan Kurtz <Adriaan.Kurtz@stellenbosch.gov.za>; Clayton Hendricks

9.2.3	PAYMENT OF WARD COMMITTEE MEMBERS FOR PERIOD AUGUST 2021 AND SEPTEMBER 2021
--------------	--

Collaborator No:

IDP KPA Ref No: Good Governance and Compliance

Meeting Date: 15 September 2021 and 29 September 2021

1. SUBJECT: PAYMENT OF WARD COMMITTEE MEMBERS FOR PERIOD AUGUST 2021 AND SEPTEMBER 2021

2. PURPOSE

To submit to Council a report to request payment of ward committee members for meetings not convened during August 2021 and September 2021 due to lock down and covid infections.

3. DELEGATED AUTHORITY

Council is the decision-making authority.

4. EXECUTIVE SUMMARY

The country is still in a state of national disaster due to the Covid-19 pandemic. The declaration of a national disaster was done in terms of the Disaster Management Act, 2002. The scourge of this pandemic prompted President Cyril Ramaphosa to declare a national lockdown on 23 March 2020 and ever since extended the lockdown on a monthly basis.

A new variant of the Covid-19 (Delta variant) was detected in this country during June 2021. The prevalence of this variant intensified during July 2021 and August 2021 resulting in high volumes of positive cases and resultant deaths. The country was moved from level 2 to level 4 in mid June 2021 due to the high infection rate in Gauteng and moved to level 3 on 26 July 2021.

The peak in the Western Cape came later and in August and September Stellenbosch municipal area was hit hard to the extent that some councillors and ward administrators tested positive for the Coronavirus and they consequently had to isolate. This prompted those offices affected to be closed for different periods ranging from 4 days to 10 or more days.

Council has adopted the revised Policy and Procedures for Ward Committees (hereinafter referred to as Policy) on 24 April 2019. In terms of the said Policy ward committee members will be paid an amount of R350.00 for out-of-pocket expenses incurred when attending a ward committee meeting.

The ward committee members continued working despite the ward office closures and the fact that the ward committees did not meet. It is recommended to Council to consider waiving Clause 25 to allow the Administration to make payment to ward committee members of those wards that did not meet during August and September, but did continue with their work during these months. The wards that are affected is indicated in **APPENDIX 1.**

5. RECOMMENDATIONS

- (a) that the following stipulations in Clause 25 (2) of the Policy outlining the payment of ward committee members be waived:
- “(1) Members of ward committees will be reimbursed for out-of-pocket expenses as contemplated in clause 25(2)(a)(i) below.*
- (2) The Municipality will annually budget for the reimbursement of:*
- (a) out-of-pocket expenses for members of ward committees in respect of their participation in ward committees subject to the following criteria as approved by the Council on 20 June 2012 and revised by the Council on 28 October 2015:*
- (i) that 14 ward committee meetings which will comprise one ward committee meeting every month and one open public meeting every semester (every six months) be identified and approved by the ward committee as paid meetings and that each serving member present at these meetings be paid an out-of-pocket allowance of R350.00 per meeting (R350 x 14 = R4 900.00). Payment of out-of-pocket allowances will be made quarterly.*
- ... (iii) that reimbursements only be paid on verification of the attendance register of meetings attended and that reimbursements only be electronically transferred to the bank account of the relevant ward committee members ...”*
- (b) that this waiving of Clause 25 only be applicable during the period August 2021 and September 2021 to the wards reflected in **APPENDIX 1**; and
- (c) that the Administration be authorised to make payments of R350.00 to ward committee members for each of the months August 2021 and September 2021 where the ward committee members continued with the functions despite not having ward committee meetings.

6. DISCUSSION / CONTENTS**6.1 Background**

The global Covid-19 pandemic prompted President Cyril Ramaphosa to declare a national lockdown on 23 March 2020. Extensions of the lockdown is done on a monthly basis since April 2020.

Clause 25 of the Policy *inter alia* stipulates:

- “(1) Members of ward committees will be reimbursed for out-of-pocket expenses as contemplated in clause 25(2)(a)(i) below.*
- (2) The Municipality will annually budget for the reimbursement of:*
- (a) out-of-pocket expenses for members of ward committees in respect of their participation in ward committees subject to the following criteria as approved by the Council on 20 June 2012 and revised by the Council on 28 October 2015:*
- (i) that 14 ward committee meetings which will comprise one ward committee meeting every month and one open public meeting every semester (every six months) be identified and approved by the ward committee as paid meetings and that each serving member present at these meetings be paid an out-of-pocket allowance of R350.00 per meeting (R350 x 14 = R4 900.00). Payment of out-of-pocket allowances will be made quarterly.*
- ... (iii) that reimbursements only be paid on verification of the attendance register of meetings attended and that reimbursements only be electronically transferred to the bank account of the relevant ward committee members ...”*

6.2 Discussion

A new variant of the Covid-19 (Delta variant) was detected in this country during June 2021. The prevalence of this variant intensified during July and August resulting in high volumes of positive cases and resultant deaths. Stellenbosch municipal area was hit hard in August 2021 and September 2021 to the extent that some councillors and ward administrators tested positive for the corona virus and they consequently had to isolate. This prompted those offices affected to be close for different periods ranging from 4 days to 10 or more days

The ward committee members continued working despite the ward office closures and the fact that the ward committees did not meet. It is recommended to Council to consider waiving Clause 25 to allow the Administration to make payment to ward committee members of those wards that did not meet during August and September but did continue with their work during these months. The wards that are affected is indicated in **APPENDIX 1**.

The above-mentioned stipulations necessitate that Council consider waiving these stipulations to enable the Administration to effect payment to ward committee members of those wards that did not convene meetings in August and September.

Council approved the Policy and Procedures for Ward Committees at a Council meeting on 2019-04-24. This policy makes provision for Ward Committee members to be reimbursed for out-of-pocket expenses for their participation in ward committees. Item 25(2) stipulates that payment be made on verification of attendance registers of meetings held.

On 23 March 2020 President Cyril Ramaphosa announced that a nation-wide lockdown would come into effect on midnight on 26 March 2020. This lockdown period was extended by the President on a monthly basis ever since the announcement made in March 2020.

A new variant of the Covid-19 (Delta variant) was detected in this country during June 2021. The prevalence of this variant intensified during July and August resulting in high volumes of positive cases and resultant deaths. Stellenbosch municipal area was hit hard in August 2021 and still in September 2021 to the extent that some councillors and ward administrators tested positive for the Coronavirus and they consequently had to isolate. This prompted those ward offices affected to be closed for different periods ranging from 4 days to 10 or more days.

6.3 Financial Implications

Budgetary provision has been made in the 2020/2021 Budget for the payment of ward committee members.

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 additional staff implications to the Municipality.

6.6 Risk Implications

This report has no risk implications for the Municipality.

6.7 Comments from Senior Management:**6.7.1 Chief Financial Officer**

Agree with the recommendations

6.7.2 Municipal Manager:

Agree with the recommendations

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-09-15: ITEM 7.2.3

- (a) that the following stipulations in Clause 25 (2) of the Policy outlining the payment of ward committee members be waived:

“(1) Members of ward committees will be reimbursed for out-of-pocket expenses as contemplated in clause 25(2)(a)(i) below.

(2) The Municipality will annually budget for the reimbursement of:

(a) out-of-pocket expenses for members of ward committees in respect of their participation in ward committees subject to the following criteria as approved by the Council on 20 June 2012 and revised by the Council on 28 October 2015:

(i) that 14 ward committee meetings which will comprise one ward committee meeting every month and one open public meeting every semester (every six months) be identified and approved by the ward committee as paid meetings and that each serving member present at these meetings be paid an out-of-pocket allowance of R350.00 per meeting (R350 x 14 = R4 900.00). Payment of out-of-pocket allowances will be made quarterly.

... (iii) that reimbursements only be paid on verification of the attendance register of meetings attended and that reimbursements only be electronically transferred to the bank account of the relevant ward committee members ...”

- (b) that this waiving of Clause 25 only be applicable during the period August 2021 and September 2021 to the wards reflected in **APPENDIX 1**; and
- (c) that the Administration be authorised to make payments of R350.00 to ward committee members for each of the months August 2021 and September 2021 where the ward committee members continued with the functions despite not having ward committee meetings.

ANNEXURES:

Appendix 1

FOR FURTHER DETAILS CONTACT:

NAME	<i>Nicky Ceasar</i>
POSITION	<i>Executive Support Officer</i>
DIRECTORATE	<i>Corporate Services</i>
CONTACT NUMBERS	<i>021 808 8618</i>
E-MAIL ADDRESS	<i>nicky.ceaser@ Stellenbosch.gov.za</i>
REPORT DATE	<i>8 September 2021</i>

APPENDIX 1

WARD COMMITTEE MEETINGS AUGUST – SEPTEMBER 2021

Ward	Dates of meetings and no meetings held	
	August	September
1	No meeting	No meeting
2	No meeting	To be confirmed
3	No meeting	To be confirmed
4	No meeting	No meeting
5	25	No meeting
6	3	To be confirmed
7		No meeting
8	4	1
9	3	7
10	3	7
11	10	14
12	12	No meeting
13	No meeting	No meeting
14	25	No meeting
15	No meeting	No meeting
16	11	14
17	12	15
18	23	16
19	3	2
20	20	15
21	3	7
22	4	1

9.2.4	CONSIDERATION OF LEASE AGREEMENT FOR REDUCED OFFICE SPACE: EIKESTAD MALL
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

15 September 2021 and 29 September 2021

1. SUBJECT: CONSIDERATION OF LEASE AGREEMENT FOR REDUCED OFFICE SPACE: EIKESTAD MALL

2. PURPOSE

For Council to consider the approval to conclude a lease agreement with Eikestad Mall Joint Venture for reduced office space in the Eikestad Mall for a period from 1 October 2021 to 30 June 2022, whilst the office space in the NPK building is renovated.

3. DELEGATED AUTHORITY

For decision by Municipal Council.

4. EXECUTIVE SUMMARY

The existing lease agreement with Eikestad Mall Joint Venture will terminate at the end of September 2020. The landlord is aware of the termination of the agreement. The intention was that all employees occupying office space in the Eikestad Mall will move over to one of the floors in the NPK building despite the renovation process continuing. It has now come to our attention that we will not be able to move employees to the building on a temporary basis due to the extent of the renovation involving compliance issues. We have been advised to replace the lifts in the building, close off the floors instead of it being open for fire safety reasons as well as rewiring the electricity. This means that the area may not be regarded as a health and safe environment to work in. We have moved some of the employees temporarily to Dorp Street and will be able to accommodate the employees awaiting their move to NPK building on the area currently being used by the Town Planning Department on the 3rd floor.

During a recent Director's meeting it was decided to request Council to enter into an agreement with the Eikestad Mall only for the area on the 3rd floor, Office 302, measuring 484.61m² in extent. The intended completion of work on the NPK building is 30 June 2022.

5. RECOMMENDATIONS

- (a) that Council considers the approval of a lease agreement for the 3rd floor (484.61m²) for the period from 1 October 2021 to 30 June 2022. approve the conclusion of a 9 months Lease Agreement with Eikestad Mall Joint Venture; and
- (b) that the Municipal Manager be authorised to conclude the lease agreement with Eikestad Mall Joint Venture (based on the current rates, as per the existing lease agreement);

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Existing Lease Agreement

Stellenbosch Municipality is currently leasing the following office space from Eikestad Mall:

- Office 302, measuring 484.61m² in extent
- Office 133A, measuring 144.40m² in extent
- Office 207 C2, measuring 28.3m² in extent

Total 657.31m²

This agreement will terminate on 30 September 2019.

6.2. DISCUSSION

Section 14 of the MFMA, as well as Regulation 34 of the Asset Transfer regulations deals with the disposal of property or rights in property, whilst Chapter 11 of the MFMA deals with the procurement of goods and services.

Seeing that the acquisition of rights in property (renting of office space) does not fall into any of the categories listed above, the normal SCM Regulations does not apply. For this referred to council for a resolution. A public competitive process was followed in March 2019 to elicit the available office space in the Stellenbosch CBD as the Municipality does not have enough office space for employees working in the CBD.

Council approved the lease of office space in Absa Building and in Ecclesia building on 12 June 2019 for a period ending September 2021.

We have subsequently bought the NPK building and intended to move all employees from the Eikestad Mall to the NPK building by the time of the expiry of the agreement, but due to the compliance issues around electricity and Fire requirements the moving of employees whilst there is a renovation going on. It is however not required that we proceed with the whole area that was leased up till now.

6.3 Financial Implications

In terms of the current Lease Agreement, the rental will be R244.94/m² as from 1 October 2021. The total cost for the period of 9 months will therefore be R1 068 303.36(excl. VAT). We are awaiting feedback from the landlord in regard to the proposed new lease.

6.4 Legal Implications

The recommendations in this report comply with Council's policies and all applicable legislation.

6.5 Staff Implications

If the office space in the Eikestad Mall is not taken up the employees occupying the current space rented there, will have no office space to work from whilst we complete renovations on the NPK building.

6.6 Previous / Relevant Council Resolutions**30TH COUNCIL MEETING: 2019-08-28: ITEM 13.3****RESOLVED** (majority vote)

- (a) that Council approves the conclusion of a 2-year Lease Agreement with an option of a further renewal with Eikestad Mall Joint Venture, based on a tariff of R210/m², for 961.01m², escalating at 8% per annum for the current and additional office space available;
- (b) that the Municipal Manager be authorised to conclude the lease agreement with Eikestad Mall Joint Venture; and
- (c) that it be noted that the Municipal Manager will allocate the office space in view of the needs identified.

6.7 Risk Implications

This recommendations in this report addresses the risk implications for the Municipality.

6.8 Comments from Senior Management

The Matter was discussed at the Director's meeting and the recommendations are supported.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-09-15: ITEM 7.2.4

- (a) that Council approves the conclusion of a lease agreement with the Eikestad mall Joint Venture for the 3rd floor (484.61m²) for the period from 1 October 2021 to 30 June 2022, and
- (b) that the Municipal Manager be authorised to conclude the lease agreement with Eikestad Mall Joint Venture (based on the current rates, as per the existing lease agreement).

FOR FURTHER DETAILS CONTACT:

NAME	Annelene De Beer
POSITION	Director: Corporate Services
DIRECTORATE	Corporate Services
CONTACT NUMBERS	021-8088189
E-MAIL ADDRESS	Annalene.deBeer@stellenbosch.gov.za
REPORT DATE	08 -09-2021

9.3	FINANCIAL SERVICES: [PC: CLLR P CRAWLEY (MS)]
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NONE

9.4	HUMAN SETTLEMENTS: (PC: CLLR N JINDELA)
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NONE

9.5	INFRASTRUCTURE: (PC: CLLR Q SMIT)
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NONE

9.6	PARKS, OPEN SPACES AND ENVIRONMENT: (PC: XL MDEMKA (MS))
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NONE

9.7	PLANNING, LOCAL ECONOMIC DEVELOPMENT AND TOURISM: (PC: CLLR E GROENEWALD (MS))
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9.7.1	PROPOSED AMENDMENT OF THE STELLENBOSCH MUNICIPALITY SPATIAL DEVELOPMENT FRAMEWORK, 2019 (“MSDF”) AND TO OBTAIN APPROVAL FOR THE COMMENCEMENT OF THE PROCESS AND THE ESTABLISHMENT OF A PROJECT TEAM
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Collaborator No:

IDP KPA Ref No:

Meeting Date: 15 September 2021

1. SUBJECT: PROPOSED AMENDMENT OF THE STELLENBOSCH MUNICIPALITY SPATIAL DEVELOPMENT FRAMEWORK, 2019 (“MSDF”) AND TO OBTAIN APPROVAL FOR THE COMMENCEMENT OF THE PROCESS AND THE ESTABLISHMENT OF A PROJECT TEAM

2. PURPOSE

To provide the Council with the pertinent factors to consider the following:

- (a) Prepare as part of the Municipality’s Integrated Development Plan (“IDP”) the amendment of the MSDF which is a core component of the IDP and in accordance with the provisions of the Local Government: Municipal Systems Act, Act No. 32 of 2000 (“MSA”), Spatial Planning and Land Use Management Act, Act No. 16 of 2013 (“SPLUMA”), Western Cape Land Use Planning Act, Act No. 3 of 2014 (“LUPA”), and the Stellenbosch Municipal Land Use Planning By-law (“MPBL”);
- (b) Support and approve to follow the process as stipulated in terms of Section 11(b) of LUPA; Section 3(1)(b) of the MPBL for amending the MSDF. Therefore, Council will not establish an Intergovernmental Steering Committee, but will grant all organs of state and the public, sixty (60) days to comment on the Amended Draft MSDF; and
- (c) Support and approve the establish a municipal project committee to prepare the amendment of the MSDF, including the nominations of relevant municipal officials from key department to participate and assist in the process.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

An initial internal review of the MSDF highlighted the need for an amendment of the MSDF to incorporate certain Council resolutions to ensure the continued strategic support and guidance from a spatial planning perspective. These amendments have been initiated through Council decisions and actions as part of the implementation framework of the MSDF and other strategic planning documents, that include, but are not only limited to the housing pipeline projects (**APPENDIX 1**), Draft Inclusionary Zoning Policy Proposals and the matters relating to the Klapmuts Concept Plan, as well as private land which is required to leverage catalytic infrastructure priorities.

Due to the nature of the amendments, it is proposed that the Council undertake the process of establishing a Project Committee as stipulated in section 3(1)(b) of the MPBL, instead of an intergovernmental steering for the amendment of its MSDF. Accordingly, initiate the process of amendment of the MSDF as part of option 1 (5th review of the 4th generation IDP) or option 2 (5th generation IDP) of the IDP process plan, and in accordance with the provision of the Local Government: Municipal Systems Act, Act No. 32 of 2000 (MSA), Spatial Planning and Land Use Management Act, Act No. 16 of 2013 (SPLUMA), Western Cape Land Use Planning Act, Act No. 3 of 2014 (LUPA), and the Stellenbosch Municipal Land Use Planning By-law (MPBL);

5. RECOMMENDATIONS

- (a) that Council prepares as part of the Stellenbosch Municipality's IDP, the amendment of the MSDF which is a core component of the IDP, in accordance with the provisions of the Local Government: Municipal Systems Act, Act No. 32 of 2000, Spatial Planning and Land Use Management Act, Act No. 16 of 2013, Western Cape Land Use Planning Act, Act No. 3 of 2014, and the Stellenbosch Municipal Land Use Planning By-Law;
- (b) that Council approves to undertake the process as stipulated in terms of Section 11(b) of LUPA and Section 3(1)(b) of the MPBL for amending the MSDF, which means that Council will not establish an Intergovernmental Steering Committee; and
- (c) that Council approves the process of notification of the proposed Amendment of the MSDF, 2019 as prescribed within the relevant legislation.

6. DISCUSSION / CONTENTS

6.1 Background

Council adopted its MSDF during November 2019, which was subsequently gazetted in the Provincial Gazette dated 31 January 2020, as required in terms of Section 20 of the Spatial Planning and Land Use Management Act, Act 16 of 2013 ("SPLUMA").

Section 25 of the MSA places an obligation of municipalities to adopt an IDP, which reads as follows:

"(1) Each municipal council must, within a prescribed period after the start of its elected term, adopt a single, inclusive and strategic plan for the development of the municipality..."

Section 26(e) of the MSA further note that a core component on the IDP and includes a spatial development framework. The specific sections reads as follows:

"An integrated development plan must reflect –

- (e) a spatial development framework which must include the provisions of basic guidelines for a land use management system for the municipality;"*

Based on the above it is clear that an MSDF forms part of an IDP, and there is no separate or discrete process for adoption or amending an MSDF. The provisions in SPLUMA and LUPA which deal with the adoption or amendment of an MSDF, are supplementary to the provisions of the MSA and make it clear that the process for adoption and amendment of an MSDF, is the process for adoption and amendment of an IDP.

Therefore, the IDP adopted at the start of the five-year term, should be referred to as the IDP, whereas an IDP amended within / during the course of the five-year term should be referred to as the Amended IDP. The rationale is that an IDP, and the MSDF as a component thereof, is the new Council's plan for the next five years. Any changes considered necessary to the adopted IDP (pr MSDF), within the five-year term of office, are amendments to the original IDP (or MSDF).

The purpose for clarify the above, is that although the MSDF was adopted 2019, which was during the 4th Generation IDP that is ending this current financial, therefore Council will adopt the new five-year term IDP, also known as the 5th Generation IDP at the end of May 2022, which will come into effect 01 July 2022. This would also have the result that the MSDF will be part of the IDP for the and any amendments to the MSDF, would require the amendment of the IDP.

It must also be noted that several amendments have already been initiated through Council decisions, which include, but are not limited to housing pipeline projects, Inclusionary Housing Zoning Proposals, and private land which is required for the upgrading of infrastructure projects.

6.2 Discussion

Council at the 43rd Council Meeting dated 26 May 2021, **APPENDIX 1** as part of the Annual Review Housing Pipeline for Stellenbosch Municipality noted the housing projects which must be undertaken within the next three (3) financial years. A number of these projects are not aligned with the MSDF, 2019, but have been included in the IDP, therefore the process for the amendment of the MSDF will address the non-alignment of these projects, where the requirements for development as contained in terms of the relevant legislation are complied with.

These projects include but are not limited to the following:

- Erven 3363 & 3393, Stellenbosch (Botmaskop)
- Farm 180, Stellenbosch Division (Teen-die-Bult)
- Extension of the Jamestown Housing Project; and
- Investigation of Klapmuts Node for expansion of the urban edge to include options for urban development and acquisition of land for public usage (inclusionary housing, mixed use development, etc.)

The amended MSDF further must include the implications as sought through the draft Inclusionary Zoning Policy which is currently being finalised by the Department: Development Planning, which will in turn inform the land use management mechanisms to enable, regulate and implement such policy.

The other amendments are to include, where required the site-specific deviations as approved by the Municipal Planning Tribunal ("MPT") and also to include private developments which are required through the sector plans, whether required in terms of the Integrated Transport Plan, Water- and Waste Management Plans, which include the proposed Libertas Farm located on Farm No(s): 1040 and 1480, Stellenbosch Division.

As noted, that through the process as indicated in the process plan, further engagements will be held with the relevant internal and external state departments to consider any amendments which may be required and may be used to inform the 5th Generation IDP.

6.3 Financial Implications

Cost to company and no external financial costs are envisaged should the recommendation as set out above be accepted.

6.4 Legal Implications

The process for amendment and adoption of the amended MSDF as part of the Stellenbosch Municipality's IDP, will follow the legislative requirements in accordance with the provisions of the Local Government: Municipal Systems Act, Act No. 32 of 2000 (MSA), Spatial Planning and Land Use Management Act, Act No. 16 of 2013 (SPLUMA), Western Cape Land Use Planning Act, Act No. 3 of 2014 (LUPA), and the Stellenbosch Municipal Land Use Planning By-law (MPBL).

6.5 Staff Implications

There is no additional staff implications should the recommendation as set out above be accepted.

6.6 Previous / Relevant Council Resolutions:

The following Council approval is applicable:

URGENT COUNCIL MEETING: 2019-11-11: ITEM 4.1**RESOLVED** (majority vote)

- (a) that the corrected maps aligned with the approved IDP Amendment as contained in the *mSDF* attached as **ANNEXURE 2** be approved and confirmed as the final maps outlining the urban edge, as per Council decision of 2 August 2019; and
- (b) that the approved *mSDF* and the IDP Amendment be submitted within 10 working days to the Minister of Local Government, Environmental Affairs and Development Planning, as required in accordance with Section 14 of the Western Cape Land Use Planning Act, 2014 ("LUPA").

6.7 Risk Implications

The Constitutional Court finding on the postponement of the local elections which can have implications the IDP process undertaken.

RECOMMENDATIONS FROM THE PLANNING, LOCAL ECONOMIC DEVELOPMENT AND TOURISM COMMITTEE MEETING: 2021-09-07: ITEM 5.2.1

- (a) that Council prepares as part of the Stellenbosch Municipality's IDP, the amendment of the MSDF which is a core component of the IDP, in accordance with the provisions of the Local Government: Municipal Systems Act, Act No. 32 of 2000, Spatial Planning and Land Use Management Act, Act No. 16 of 2013, Western Cape Land Use Planning Act, Act No. 3 of 2014, and the Stellenbosch Municipal Land Use Planning By-Law;
- (b) that Council approves to undertake the process as stipulated in terms of Section 11(b) of LUPA and Section 3(1)(b) of the MPBL for amending the MSDF, which means that Council will not establish an Intergovernmental Steering Committee; and
- (c) that Council approves the process of notification of the proposed Amendment of the MSDF, 2019 as prescribed within the relevant legislation.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-09-15: ITEM 7.7.1

- (a) that Council approves the preparation of the amendment of the MSDF which is a core component of the IDP, as part of the Stellenbosch Municipality's IDP process. That the amendment process takes place in accordance with the provisions of the Local Government: Municipal Systems Act, Act No. 32 of 2000, Spatial Planning and Land Use Management Act, Act No. 16 of 2013, Western Cape Land Use Planning Act, Act No. 3 of 2014, and the Stellenbosch Municipal Land Use Planning By-Law;
- (b) that Council approves to undertake the process as stipulated in terms of Section 11(b) of LUPA and Section 3(1)(b) of the MPBL for amending the MSDF, which means that Council will not establish an Intergovernmental Steering Committee; and
- (c) that Council approves the process of notification of the proposed Amendment of the MSDF, 2019 as prescribed within the relevant legislation.

APPENDICES

Appendix 1: Stellenbosch Municipality – Council resolution Stellenbosch Municipality: Housing Pipeline (Annual Review), dated 26 May 2021.

Appendix 2: Stellenbosch Municipality – Process flow chart – SDF/IDP/Budget Time Schedule for 2022 – 2023

NAME	Chantel Hauptfleisch
POSITION	Senior Spatial Planner
DIRECTORATE	Planning & Economic Development
CONTACT NUMBERS	021 808 8607
E-MAIL ADDRESS	Chantel.hauptfleisch@stellenbosch.gov.za
REPORT DATE	17 August 2021

APPENDIX 1

11.3	FINANCIAL SERVICES: [PC: CLLR P CRAWLEY (MS)]
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NONE

11.4	HUMAN SETTLEMENTS: (PC: CLLR N JINDELA)
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11.4.1	STELLENBOSCH MUNICIPALITY: HOUSING PIPELINE (ANNUAL REVIEW)
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Collaborator No: 706730
 IDP KPA Ref No: Good Governance and Compliance
 Meeting Date: 19 May 2021 and 26 May 2021

1. SUBJECT: STELLENBOSCH MUNICIPALITY: HOUSING PIPELINE (ANNUAL REVIEW)

2. PURPOSE:

- a) To request Council to approve the Stellenbosch Municipality's Housing Pipeline (projects) for the next three financial years, for submission to the Provincial Department of Human Settlements (PDoHS);
- b) To provide a brief to Council on the National and Provincial Departments of Human Settlements' directive on the provision of housing;
- c) To provide clarity on the determination of priority projects by means of project readiness ranking;
- d) To obtain Council's support in principle of all the identified projects as listed and fully described in the Housing Pipeline document. Subsequently, the relevant projects will be submitted to the Provincial Department of Human Settlements for approval on the Housing Pipeline; and,
- e) To report to Council on the progress on existing housing projects that are currently on the approved Housing Pipeline.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

The item relates to the annual review of the Stellenbosch Municipality Housing Pipeline. This particular review relates to the period 2021 to 2024.

The Provincial Department of Human Settlements presented new strategic shifts in human settlements development to enable the residents of the Western Cape to have access to liveable, accessible, safe, and multi-opportunity settlements.

The specific strategic objectives are radical acceleration of housing opportunities, radical integration approach to human settlements, radical implementation of innovative solutions and radical economic growth and job creation.

A Minister's engagement was held during September 2020 to discuss the business planning and budgeting process, with specific emphasis on the funding realities.

The National Department of Human Settlements submitted a communication dated 30 September 2020 to the Provincial Department of Human Settlements stating that the current budget cuts require a re-think regarding the housing subsidy programme approach. The delivery of top structures is considered fiscally unsustainable and the instruction is to rather prioritise the delivery of serviced sites.

43RD COUNCIL MEETING: 2021-05-26: ITEM 11.4.1

RESOLVED (majority vote with abstentions)

- (a) that Council takes note of the National and Provincial Departments of Human Settlements' directive on the provision of housing;
- (b) that Council takes note on the method undertaken in the determination of priority projects by means of project readiness ranking;
- (c) that Council takes note of all the identified projects as described in the Housing Pipeline document, which will subsequently be submitted to the Provincial Department of Human Settlements for approval on the Housing Pipeline;
- (d) that Council takes note on the progress of existing housing projects that are currently on the approved Housing Pipeline;
- (e) that the Housing Pipeline be reviewed on an annual basis to align the project readiness with the DORA allocation;
- (f) that the projects under construction (within the implementation phase) as reflected in the below table be supported in accordance with the appropriate funding and relevant provincial approvals as well as available bulk infrastructure capacity:

For the Financial Year 2021/2022

	Project Name	Housing Programme	Opportunities
1	Erf 9445 Stellenbosch Idas Valley (166)	FLISP	166 sites
2	Vlottenburg Longlands Village Phase 3 (144)	IRDP	138 units 6 sites
3	The Steps and Orlean Lounge, Cloetesville	Rectification (municipal)	161 existing units
4	Smartie Town, Cloetesville	Rectification (municipal)	106 existing units
5	Kayamandi Zone O (711)	UISP	78 sites funding approval in 2021/22. Remaining 112 of the current phase to proceed after approval of additional funds
6	Kayamandi Watergang Basic Services	ABS	Basic services
7	Watergang Phase 2C – Erf 3603 Kayamandi	UISP	87 sites * in implementation phase; however awaiting decision on the way forward

- (g) that the projects currently in the pre-planning and/or planning phases as reflected in the below table be supported in accordance with the appropriate funding and relevant provincial approvals:

For the Financial Years 2021/2022 and 2022/2023 (with funding)

	Project Name	Housing Programme	Opportunities	Phase
1	Botmaskop (1500)	Social Housing, IRDP, FLISP	1500 sites (type TBD)	Feasibility 2021-22 Planning 2023-25
2	Farms 81/2 and 81/9 Stellenbosch	Social Housing	± 250 – 350 rental units	Planning 2021-22 Implement 2023-25
3	Erf 7001 Stellenbosch, Cloetesville ("Soek-mekaar")	IRDP, FLISP	250 – 300 sites	Planning 2021-22 Planning and implement 2023-25
4	Jamestown Development: Phase 2 - 4	IRDP, FLISP	2 000 sites	Planning (phase 4) and Implementation (phase 2,3) 2021-22
5	Erven 412, 217 and 284 Groendal, Franschhoek	IRDP, FLISP	150 – 200 sites	Planning 2021-22
6	Kayamandi Town Centre	UISP, Institutional	1847 top structures (units)	Planning 2021-22
7	Northern Extension, Kayamandi	IRDP, FLISP	4000 – 6000 sites	Planning 2021-22
8	Erf 3229 Franschhoek (Mooiwater)	UISP	258 sites	Planning 2021-22
9	Erf 64 Kylemore	IRDP	171 top structures (units)	Planning 2021-22
10	La Motte Old Forest Station	IRDP, FLISP	830 + 283 sites	Planning 2021-22 and 2023-25
11	Lapland Precinct	Social Housing	368 top structures	Planning 2021-22
12	3256 Franschhoek Langrug (1900)	UISP	1900 serviced sites	Planning 2021-22
13	Erf 2183 Klappmuts, La Rochelle	UISP	100 serviced sites; possible temporary relocation units	Planning 2021-22
14	Maasdorp Village, Franschhoek	Township Establishment	16 existing units	Planning (land use rights) – 2021-22
15	Enkanini	UISP	1300 sites	Planning 2021-22

- (h) that the projects currently in the pre-planning and/or planning phases as reflected in the below table be supported, subject to funding approval:

For the Financial Years 2021/2022 and 2022/2023 (subject to funding)

	Project Name	Housing Programme	Opportunities	Phase
1	Portion of Erf 7271 Stellenbosch, Cloetesville	BNG, FLISP	168 serviced sites (top structures TBD)	Pre-planning 2021-22 Planning 2023-25
2	Erven 6300, 6847, 6886 Stellenbosch, Cloetesville	FLISP	279 sites	Pre-planning 2021-22 Planning 2023-25
3	Erf 8776 Stellenbosch, Cloetesville	FLISP	37 sites	Pre-planning 2021-22 Planning 2023-25
4	Erf 6705 Stellenbosch, Cloetesville	BNG	12 units /top structures	Pre-planning 2021-22 Planning 2023-25

5	Adam Tas Corridor	IRDP, FLISP, Social Housing	3500 – 5000 serviced sites (top structures TBD)	Planning 2023-25
6	Teen-die-bult Precinct	Social Housing	180 top structures	Pre-planning 2021-22 Planning 2023-25
7	3460 Meerlust, Franschhoek (200)	IRDP	200 top structures (units)	Pre-planning 2021-22 Planning 2023-25
8	Jonkershoek	Township Establishment, IRDP, FLISP	Units and sites TBD, together with 40 existing units	Pre-planning 2021-22 Planning 2023-25
9	Farm 34 Vaaldraai Elsenburg	IRDP, FLISP	283 top structures (units)	Pre-planning completed 2021-22 * outside urban edge

** All projects continuation subject to Council approval for each phase to proceed to the next*

- (i) that the projects currently considered in the pre-planning phase as reflected in the below table be supported for future financial years from 2023/2024 and beyond, and subject to appropriate funding and relevant provincial approvals:

For the Financial Years from 2023/2024 and beyond

	Project Name	Housing Programme	Opportunities
1	Droë Dyke	IRDP, FLISP, Social Housing	1000 sites (type TBD)
2	Portion 7 of Farm 744 Paarl, Klapmuts	IRDP/ FLISP	850 sites
3	La Colline Precinct	Social Housing	TBD

Councillor F Adams requested that his vote of dissent be minuted.



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Spatial Planning

To : Programme Manager: Housing Development
From : Manager: Spatial Planning
Reference : Stellenbosch Municipality Housing Pipeline 2021 - 2024
Date : 6 May 2021
Re : Comments on Stellenbosch Municipality Housing Pipeline properties (2021 – 2024)

I refer to your request for comment on the above project.

Projects: Feasibility studies

1.1.1 Erf 1895, Cloeteville:

- Located within the approved urban edge
- Please note steep slope to develop, so limited developable land and costly
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially. Once the project reaches the planning phase, it needs to be considered within the capital planning process / CEF.

1.1.2 Erven 6668 & 7181, Cloeteville:

- Located within the approved urban edge
- Access may be problematic
- Please note that there may be environmental issues on this property
- Road widening planned for Adam Tas (R44) in the future
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially. Once the project reaches the planning phase, it needs to be considered within the capital planning process / CEF.

1.1.3 Erf 7271, Cloeteville:

- Located within the approved urban edge
- Please note that access to sports field needs to be kept in mind as the access is currently over this property.
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially.

Once the project reaches the planning phase, it needs to be considered within the capital planning process / CEF.

1.1.4 Erven 6300, 6847 & 6886, Cloetesville:

- Infill opportunities available
- Located within the approved urban edge
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially. Once the project reaches the planning phase, it needs to be considered within the capital planning process / CEF.

1.1.5 Erf 8776, Stellenbosch (Cloetesville):

- Located within the approved urban edge
- Please note that this is an important access gateway to Cloetesville and should not be developed
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially, however as mentioned above site constraints and characteristics might need to be incorporated within the design if this project moves past the feasibility phase.

1.1.6 Erf 6705, Cloetesville:

- Located within the approved urban edge
- Infill opportunities possible
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially. Once the project reaches the planning phase, it needs to be considered within the capital planning process / CEF.

1.2 Erf 3363 & 3393, Stellenbosch (Botmaskop):

- Partially located within the approved urban edge
- Indicated in SDF for future mixed use (Community facilities and residential)
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially. Once the project reaches the planning phase, it needs to be considered within the capital planning process / CEF.

1.3 Farm 744/7, Klappmuts:

- Located outside the approved urban edge

- Not suitable for urban development
- Retain for agriculture
- From a CEF perspective, this project falls outside the spatial development framework and spatially targeted areas and needs to be reconsidered.

1.4 Droe Dyke:

- Located within the approved urban edge
- Part of the Adam Tas Corridor Project as a strategic site
- Indicated in SDF for future mixed use (Community facilities and residential)
- Affordable / inclusionary housing to be considered
- Adam Tas Local SDF currently in process and the project proposal within this corridor needs to be incorporated within the planning phase of the LSDF and subsequent implementation framework and CEF.

1.5 Adam Tas Corridor:

- Located within the approved urban edge
- Identified in SDF as a catalytic project
- ATC local SDF currently in process and the project proposal within this corridor needs to be incorporated within the planning phase of the LSDF and subsequent implementation framework and CEF.
- LSDF will identify a number of inclusionary / affordable housing opportunities for this area

Projects: Social housing

2.1 Farm 81/2 & 81/9, Stellenbosch

- Located within the approved urban edge
- Site filled with building rubble
- Previously identified as a sports field
- Access problematic and dangerous
- Property located within the gateway to Stellenbosch and within an activity route
- Road widening planned for R304 in future – this will play in role in NMT and parking issues
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially, however as mentioned above site constraints and characteristics might need to be incorporated within the design if this project moves past the feasibility phase.

2.2 Erf 2149, Stellenbosch (Lapland):

- Located outside the approved urban edge
- Opportunity for infill development
- Height increase will not be supported
- Infill development will rather be supported by adding similar type of flats
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially. Once the project reaches the planning phase, it needs to be considered within the capital planning process / CEF.

2.3 Farm 180, Stellenbosch (Teen die Bult)

- Green area to be retained
- Site not suitable for development
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially, however the spatial planning categories of the SDF does not allow for the development of this site (refer to points above).

2.4 La Colline:

- Located inside the approved urban edge
- Two public open spaces important to be retained and upgraded
- Densification opportunities available
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially. Once the project reaches the planning phase, it needs to be considered within the capital planning process / CEF.

2.5 Erf 7011, Cloetesville

- Located within the approved urban edge
- Approved SDF identify property for mixed use development (community facilities and residential infill)
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially.

3.2: Farm 527, Jamestown

- Located inside the approved urban edge
- Inclusive development supported in approved SDF
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially.

3.3: Erf 412, Franschhoek

- Located inside the approved urban edge and identified as a strategic site
- Precinct Plan required
- Gateway to Franschhoek
- Green area identified in SDF to be retained

Projects: Pre-Planning / Planning phase

4.1 Kayamandi Town

- Located within the approved urban edge
- Re-development supported
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially.

4.2: Kayamandi Northern Extension

- Located inside the approved urban edge
- Forms part of the ATC project
- Identified in the SDF as future mixed use (community and residential)
- Portion identified as green area to be retained
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially. Just to note, that it appears that the project has not been included in the MTREF period although it has been regarded as a high priority development.

4.3 Erf 3229, Franschhoek

- Located within the approved urban edge
- Infill opportunities possible
- Previously a dam was located on this property
- Green area to be retained – Identified in SDF
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially, however cognizance of the spatial planning categories of the SDF excludes certain portions of the site for the development of this site and as mentioned above site constraints and characteristics might need to be incorporated within the design if this project.

4.4: Erf 64, Kylemore

- Located inside the approved urban edge
- Identified in the SDF as future mixed use (community and residential)

- From a CEF perspective, this project falls does not fall within the functional area and priority development areas and from a strategic perspective does not align spatially. Strategic alignment will have to be considered and prioritized if this project is to proceed.

4.5 Farm 1339, La Motte

- Located partially within the approved urban edge
- Identified in the SDF as future mixed use (community and residential)
- From a CEF perspective, this project falls does not fall within the functional area and priority development areas and from a strategic perspective does not align spatially. Strategic alignment will have to be considered and prioritized if this project is to proceed.

4.6: Farm 1006/1, Meerlust

- Located inside the approved urban edge
- Identified in the SDF as future mixed use (community and residential)
- Please note that the EIA and HIA are restrictive
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially, however as mentioned above site constraints and characteristics will have to be incorporated within the design if this project.

4.7 Simonsig Farm 66/39 & 40, Stellenbosch

- Located within the approved urban edge
- Identified in the SDF as future mixed use (community and residential)
- From a CEF perspective, this project falls does not fall within the functional area and priority development areas and from a strategic perspective does not align spatially, however as motivated the strategic alignment has been considered and supported.

Projects: Formalizing and upgrading

5.1 Langrug, Franschhoek

- Located inside the approved urban edge
- Identified in the SDF as future mixed use (community and residential)
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially.

5.2 Erf 2183, Klapmuts

- Located within the approved urban edge
- Identified in the SDF as future mixed use (community and residential)

- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially.

5.3: Farm 1080 Kayamandi

- In line with SDF
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially.

5.3.2 Red Bricks

- Located within the approved urban edge
- Identified in the SDF as future mixed use (community and residential)
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially.

5.3.3 Erf 1123 – 1154 Kayamandi

- Located within the approved urban edge
- Identified in the SDF as future mixed use (community and residential)
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially.

5.3.4 Remainder Erf 288 Kayamandi

- Located within the approved urban edge
- Identified in the SDF as future mixed use (community and residential)
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially.

5.4 Farm 1041/27, Maasdorp

- Located within the approved urban edge
- Identified in the SDF as future mixed use (community and residential)
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially.

5.5 Jonkershoek

- Not identified as a urban node as there are no services available
- Refer to the Jonkershoek LSDF
- Limited infill opportunities
- From a CEF perspective, this project falls does not fall within the functional area and priority development areas and from a strategic perspective does not align spatially. Strategic alignment will have to be considered and prioritized if this project is to proceed.

5.6 Farm 1081/3 & 5, Faure Agri-Village

- Not identified as a urban node and outside of the urban edge
- Viewed as an agri village in rural area for farm workers housing
- From a CEF perspective, this project falls does not fall within the functional area and priority development areas and from a strategic perspective does not align spatially.

5.7 De Novo

- Located outside the approved urban edge
- Not identified for urban development
- From a CEF perspective, this project falls does not fall within the functional area and priority development areas and from a strategic perspective does not align spatially.

5.8 Farm 34 Vaaldraai

- Not identified for housing and not included within urban edge
- No urban node identified
- From a CEF perspective, this project falls does not fall within the functional area and priority development areas and from a strategic perspective does not align spatially.

5.9 Erf 3689 Kayamandi

- Located within the urban edge
- Identified in the SDF as future mixed use (community and residential)
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially.

6.1 Zone O Kayamandi

- Located within the urban edge
- Re-development required
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially.

6.2 Enkanini Kayamandi

- Located within the urban edge
- In-situ upgrading
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially.

6.3 Erf 9445 Idas Valley

- Located within the urban edge
- Located adjacent to a Grade I Heritage site
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially, however as mentioned above site constraints and characteristics will have to be incorporated within the design if this project..

6.4 Farm 393 Vlottenburg

- Located within the urban edge
- Infill opportunities
- From a CEF perspective, this project falls does not fall within the functional area and priority development areas and from a strategic perspective does not align spatially, however as motivated the strategic alignment has been considered and supported.

6.5 Erf 6846 Cloetesville (Steps)

- Located within the urban edge
- Upgrading of buildings necessary
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially.

6.6 Smartietown (Erf 11706 – 11813)

- Located within the urban edge
- Upgrading of buildings necessary
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially.

6.7 Erf 3603 Kayamandi (Watergang)

- Located within the urban edge
- Infill opportunities
- From a CEF perspective, this project falls within the functional area and priority development areas and from a strategic perspective aligns spatially.



BJG de la Bat
MANAGER: SPATIAL PLANNING

APPENDIX 2

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES					RESPONSIBLE OFFICIAL	
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS		REPORTING
JULY 2021									
1	District IDP Managers Forum: Workshop Section 27 - District IDP Framework and Process Plan	MSA - Sec 27(1)	02 July 2021						Manager: IDP/PMS/PP
2	Make public the projections, targets and indicators as set out in the 2021/22 SDBIP (no later than 14 days after the approval of the SDBIP) and submit to National and Provincial Treasuries (no later than 10 days after the approval of the SDBIP)	MFMA - Sec 53(3)(a) MBRR - Reg 20(2)(b)					03 July 2021		Manager: IDP/PMS/PP
3	Make public the 2021/22 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 2021		Manager: IDP/PMS/PP
4	Commence with the preparation of Roll-Over Budget for the 2021/22 Financial year	MFMA - Sec 28(2)(e) MBRR - Reg 23(5)				30 July 2021			Snr Manager: Financial Management Services
5	Submit Quarterly report for period ending 30 June 2021 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						28 July 2021	Snr Manager: Financial Management Services

NO	ACTIVITY / TASK DESCRIPTION	LEGISLATIVE REQUIREMENTS	TARGET DATES					RESPONSIBLE OFFICIAL
			IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	
AUGUST 2021								
6	Place 4th Quarter Performance Report 2020/21 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 2021	Snr Manager: Financial Management Services
7	Submit 4th Quarter Performance Reports 2020/21 - SDBIP and Finance Performance Reports to National and Provincial Treasury	MPPMR - Reg 13					02 August 2021	Snr Manager: Financial Management Services
8	Internal consultations with departments on Sector Plans for integration into the 5th Generation Integrated Development Plan (IDP)	MSA Section 26	1 - 30 October 2021					Manager: IDP/PMS/PP together with All Departments
9	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 Schedule be approved by Council	MFMA - Sec 21(1)(b) MSA - Sec 29	18 August 2021					Manager: IDP/PMS/PP
	The Committee recommendations need to specify the request for the amendment of the MSDF and the intent to not establish a Intergovernmental Steering Committee for the purpose of amending the MSDF.	MSA Regulations - Chapter 2 Section 3(1); LUPA - Section 11 (a) & (b); MPBL - Chapter 2 Section 3(1)		18 August 2021				Manager: IDP/PMS/PP & DP
10	Executive Mayor and Mayoral Committee approve 2021/22 Capital Roll-Over Budget	MFMA - Sec 28(2)(e) MBRR - Reg 23(5)				18 August 2021		Chief Financial Officer
11	Council approve 2021/22 Capital Roll-Over Budget (to be tabled before 25 August 2021)	MFMA - Sec 28(2)(e) MBRR - Reg 23(5)				24 August 2021		Chief Financial Officer
12	Council approve SDF/IDP/Budget Time Schedule / Process Plan (at least 10 months before the start of the budget year) and IDP Public Participation Schedule	MFMA - Sec 21(1)(b) MSA - Sec 29	24 August 2021					Manager: IDP/PMS/PP

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES					RESPONSIBLE OFFICIAL	
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS		REPORTING
13	Place 2021/22 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)				27 August 2021			Snr Manager: Financial Management Services
14	Place advertisement to notify the public of the approved SDF/IDP/Budget Time Schedule/ Process Plan and IDP Public Participation Process on website, local newspapers and notice boards	MSA - Sec 21, 21A, 28(3)	31 August 2021						Manager: IDP/PMS/PP
	Place advertisement to notify the public of the proposal to amend the MSDF. Provincial gazette, two local newspapers, website & notice boards.	MSA - Sec 28(3); 29 MPBL - Chapter 2 Section 2(a)		31 August 2021					Managers: DP & IDP/PMS/PP
15	Submit the adopted SDF/IDP/Budget Time Schedule/ Process Plan to the MEC for Local Government and Provincial Treasury	MSA - Sec 21, 21A, 28(3)	31 August 2021						Manager: IDP/PMS/PP
	Submit the intention to amend the MSDF and the process to be followed in the amendment & confirm that the ISC process will not be undertaken.	MPBL - Chapter 2 Section 2(b)		31 August 2021					Managers: DP & IDP/PMS/PP
16	Submit annual financial statements and annual performance report 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 2021	31 August 2021		Chief Financial Officer Manager: IDP/PMS/PP
SEPTEMBER 2021									
17	District IDP Managers Forum: engagement to ensure integrated development planning for the district as a whole	MSA Section 24	1 September 2021						Manager: IDP/PMS/PP
18	Provincial IDP Managers' Forum	MSA Section 24	16 September 2021						Manager: IDP/PMS/PP
19	Review of Long Terms Financial Plan	MSA Section 26(a)				1 September 2021 - January 2022			Chief Financial Officer

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES					RESPONSIBLE OFFICIAL	
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS		REPORTING
	Establishment of Project Committee & Terms of reference	MPBL - Chapter 2 Section 4(1), (2) & Section 8(1)		16 September 2021					Municipal Manager Manager: DM & DP Appointed officials from municipal departments - IDP, Engineering, Housing etc.

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES					RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	
OCTOBER 2021								
20	Departmental SDF/IDP/Budget Work Sessions to review and provide feedback on projects, key initiatives and programmes from Community IDP Needs List and identified actions emanating from the community engagement and sector plan analysis	Not Applicable	01 - 15 October 2021					Manager: IDP/PMS/PP together with All Departments
	Departmental SDF/IDP/Budget Work Sessions to review the MSDF for incorporation within the draft status quo report,	Not Applicable		01 - 15 October 2021				Manager: IDP/PMS/PP together with All Departments
	Draft status quo report setting out an assessment of the existing levels of development and development challenges in the municipal area and submit it to Council for adoption.	MPBL - Chapter 2 Section 7(1)(a)		01 - 31 October 2021				Manager: DP with Project Steering Committee
21	District IDP Managers Forum	MSA Section 24	6 October 2021					Manager: IDP/PMS/PP
22	Directorates complete template for 2022 - 2025 Capital and Operational Budget for Budget Prioritisation	MSA Section 26(h)			25 October 2021			Snr Manager: Financial Management Services
23	Complete tariff setting exercise for 2022/23	MFMA Section 71			25 October 2021			Snr Manager: Financial Management Services
24	Submit Quarterly report for period ending 30 September 2021 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				29 October 2021		Snr Manager: Financial Management Services
25	Strategic Integrated Municipal Engagements (SIME)		30 October 2021					Manager: IDP/PMS/PP

NO	ACTIVITY / TASK DESCRIPTION	LEGISLATIVE REQUIREMENTS	TARGET DATES					RESPONSIBLE OFFICIAL	
			IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS		REPORTING
NOVEMBER 2021									
26	Review current budget related policies and compile newly needed budget related policies	MFMA - Sec 21 MBRR - Part 3					1 November 2021		Snr Manager: Financial Management Services
27	Submit 1st Quarter Performance Reports 2021/22 - SDBIP and Finance Performance Reports to National and Provincial Treasury							1 November 2021	Snr Manager: Financial Management Services
28	Place First 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 - Sec 75(2) MSA - Sec 21(b)					2 November 2021		Snr Manager: Financial Management Services
29	Submit inputs for 2021/22 Operating and Capital Adjustments Budget to Manager: Budgeting and Costing	MFMA - Section 21 & 28					11 November 2021		All Directorates
30	District IDP Managers Forum	MSA Section 24	6 October 2021						Manager: IDP/PMS/PP
	SDF status quo report adoption by Council	MSA Regulations - Chapter 2 section 3(6); LUPA - Section 13(1)(a); MPBL - Chapter 2 Section 3(b) & 7(1)(b) MSA Regulations -			To be confirmed either October or early November - prior to action 31				Manager: DM & IDP/PMS/PP
	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.	Chapter 2 section 3(6); LUPA - Section 13(1)(a); MPBL - Chapter 2 Section 3(b) & 7(1)(b)			1 October - 29 November 2021				Manager: DM & Project Steering Committee
31	SDF amendment/IDP/ Budget consultative engagements with the community and other stakeholders in all municipal wards	Chapter 4 MSA	29 November - 2 December 2021						Manager: IDP/PMS/PP
	SDF amendment notice of the proposed MSDF amendments in the Gazette and media (inform public, Provincial Minister & District Municipality)	MSA - Chapter 4 Section 21(1) & (2); SPLUMA Section 20(3);			29 November 2021				Manager: DM & Project Steering Committee

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES					RESPONSIBLE OFFICIAL	
NO	DESCRIPTION		IDP / PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS		REPORTING
	SDF amendments - Public, Provincial Minister & District Municipality submit comments within 60 days of receiving the amendment	MSA Regulations - Chapter 2 Section 3(4)(b); SPLUMA Section 20(3)(b); MPBL - Chapter 2 Section 7(1)(c)		22 November - 24 January 2022					Manager: DM & IDP/PMS/PP

ACTIVITY / TASK		LEGISLATIVE REQUIREMENTS	TARGET DATES					RESPONSIBLE OFFICIAL
NO	DESCRIPTION		IDP/ PP	SDF	DISASTER MANAGEMENT	BUDGET	PMS	
DECEMBER 2021								
32	Stakeholder Engagement(s)	MSA Section 29(1)(b)	6 December 2021					Manager: IDP/PMS/PP
33	Provincial IDP Managers' Forum	MSA Section 24	4 December 2021					Manager: IDP/PMS/PP
34	Capture and refine all community inputs from the needs analysis process and sector/s engagement	Not Applicable	6 December - 8 December 2021					Manager: IDP/PMS/PP
35	Submission of priority requests to sector departments and the district municipality	Not Applicable	10 December 2021					Manager: IDP/PMS/PP
36	Strategy Workshop 1: Councillors, Mayco, Municipal Manager and Directors							Municipal Manager
JANUARY 2022								
37	Strategy Workshop 2: Mayco, Municipal Manager, Directors and Senior Managers/ Managers (prioritisation and determine and execute municipal strategy)							Municipal Manager
38	Strategy Workshop 3: Municipal Manager and Directors - to consolidate all strategic inputs and to formulate the first draft of the new strategy chapter.							Municipal Manager
39	Bi - lateral with the district municipality engagement to ensure integrated development planning for the district as a whole(Mayco, Municipal Manager and Directors)							Municipal Manager
40	Executive Mayor and Mayoral Committee recommend that the Amended SDF/IDP/Budget Process Plan (Time Schedule) and IDP Public Participation Schedule for March 2022 be approved by Council	MSA - Sec 28 & 29	13 January 2022			13 January 2022		Manager: IDP/PMS/PP

9.9	YOUTH, SPORTS AND CULTURE: (PC: CLLR J FASSER)
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9.9.1	IDA'S VALLEY TENNIS COURTS AND CLUBHOUSE – ESTABLISHMENT OF A TENNIS ACADEMY BY TENNIS WORLD FOUNDATION (TWF)
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Collaborator No: 713248
 IDP KPA Ref No: Dignified Living: Municipal Focus Area 21
 Meeting Date: 15 September 2021 and 29 September 2021

1. SUBJECT: IDA'S VALLEY TENNIS COURTS AND CLUBHOUSE – ESTABLISHMENT OF A TENNIS ACADEMY BY TENNIS WORLD FOUNDATION (TWF)

2. PURPOSE

- 2.1 To inform Council about the proposal and request from the Tennis World Foundation to use the Ida's Valley Tennis Courts and Clubhouse to establishment a Tennis Academy.
- 2.2 To obtain permission from Council to enter into an agreement with Tennis World Foundation (TWF) for the use, upgrade and management of the tennis courts and clubhouse at Ida's Valley Sport Grounds.

3. DELEGATED AUTHORITY

Municipal Council

4. EXECUTIVE SUMMARY

A request was received from Tennis World Foundation (TWF) to utilise the tennis courts and club house at Ida's Valley Sport Facility to establish a tennis academy.

In order for the Tennis World Foundation (TWF) to operate a tennis development centre (academy), it needs the assistance of Stellenbosch Municipality subject to an MOU that will be drafted in compliance with all relevant municipal legislation.

The aim of the aforementioned foundation is to bring together local tennis enthusiasts and aspiring tennis players from surrounding schools to learn the finer skills of the sport, to share life experiences and to learn valuable life skills.

The project has the full support of the Ida's Valley Sport Council.

5. RECOMMENDATIONS

- (a) that Council notes the Ida's Valley Sport Council's support for this project;
- (b) that Council approves the application from Tennis World Foundation (TWF) to utilise the Ida's Valley Tennis Courts and Clubhouse for the establishment of a Tennis Academy; and
- (c) that Council grants permission to the Community Services Department to conclude a formal agreement with Tennis World Foundation (**ANNEXURE C: Draft MOU between Stellenbosch Municipality and Tennis World Foundation**).

6. DISCUSSION

A request was received from Tennis World Foundation (TWF) to utilise the tennis courts and club house at Ida's Valley Sports Facilities to establish a tennis academy (See **ANNEXURE A**).

The Tennis World Foundation (TWF) was established in 2019 by tennis entrepreneur Federico Coppini. Federico's vision is to extend the benefits of tennis participation to vulnerable children, in pursuit of social and community development. The vision of TWF is to develop the sport by attracting new player segments as well as discovering talented players. Funds to start the foundation was donated by Federico Coppini and in future the foundation will be funded through both local and international donations.

Tennis World Foundation (TWF) works in close partnership with Tennis South Africa and forms an integral part of Tennis South Africa's (TSA) national development and transformation initiatives.

The Tennis World Foundation (TWF) is focused on developing the game of tennis in schools and communities where talented children can be reached. The foundation and its partners are implementing a school and community-based tennis development programme, aimed at firstly exposing children to tennis, secondly, developing tennis teams and finally supporting individual talent. Their vision is to bring together friends and schoolmates to have fun, share experiences and learn life skills.

In order for the Tennis World Foundation (TWF) to operate a tennis development foundation, it must include the following:

School tennis development programmes:

- Specialised tennis coaching for promising youth players
- Establishment of a high-performance tennis centre for children
- Establishment of a tennis club
- Establishment of a tennis coaching development programme
- Hosting Tennis South Africa (TSA) and other youth tennis tournaments
- Hosting school tennis and development events

The advantages of this partnership for Stellenbosch Municipality are the following:

- General maintenance, associated with the successful professional management of the facility;
- Specific renovations and painting of the club house;
- Ongoing enhancement of the facility, in line with the expectations of a professional centre of excellence;
- Two local Ida's Valley residents will be employed to maintain the facility;
- To invest in the establishment of 4 new beach tennis courts for local youth participation.

The request by the Tennis World Foundation (TWF) is also supported by the Ida's Valley Sports Council (See **ANNEXURE B**).

The department supports this application because the sport of tennis will be developed and managed by a professional organization. The agreement will be inclusive of factors such as job creation for the residents of Ida's Valley via the Tennis World Foundation (TWF).

6.1. Financial Implications

The financial implication for Stellenbosch Municipality will be a saving on maintenance costs for the Ida's Valley tennis courts due to the fact that Tennis World Foundation (TWF) will undertake to maintain the tennis court facility.

6.2. Legal Implications

The recommendation in this report complies with Council's policies and all applicable legislation.

6.3. Staff Implications

The recommendation has no staff implications for the municipality.

6.4. Previous / Relevant Council Resolutions:

None

6.5. Risk Implications

The memorandum of understanding (MOU) between Stellenbosch Municipality and the Tennis World Foundation(TWF) will address the potential risks for the municipality. The Community Services Department will ensure that all financial and legal compliance regulations are adhered to.

6.6. Comments from Senior Management

The item was discussed at the Directors meeting and senior management supports the item.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-09-15: ITEM 7.9.1

- (a) that Council notes the Ida's Valley Sport Council's support for this project;
- (b) that Council approves the application from Tennis World Foundation (TWF) to utilise the Ida's Valley Tennis Courts and Clubhouse for the establishment of a Tennis Academy; and
- (c) that Council grants permission to the Community Services Department to conclude a formal agreement with Tennis World Foundation (**ANNEXURE C**: Draft MOU between Stellenbosch Municipality and Tennis World Foundation).

ANNEXURES:

- Annexure A: Tennis World Foundation
- Annexure B: Ida's Valley Sport Council: Letter of Support
- Annexure C: Draft MOU between Stellenbosch Municipality and Tennis World Foundation

FOR FURTHER DETAILS CONTACT:

NAME	<i>Albert van der Merwe</i>
POSITION	<i>Manager: Community Services</i>
DIRECTORATE	<i>Community and Protection Services</i>
CONTACT NUMBERS	<i>021 808 8165</i>
E-MAIL ADDRESS	<i><u>Albert.vandermerwe@stellenbosch.gov.za</u></i>
REPORT DATE	<i>12 May 2021</i>

ANNEXURE A



PROPOSAL TO STELLENBOSCH MUNICIPALITY IDAS VALLEY TENNIS FACILITY



Tel: +27 (0)79 0883297
Reg No: K2019272498
Email: info@tennisworldfoundation.com
<http://www.tennisworldfoundation.com>

TO: The Stellenbosch Municipality
ATT: Director Boshoff/ Garth Abrahams/Andre Gabriels
RE: Tennis World Foundation (TWF) / Idas Valley Tennis Facilities

9 March 2020

Dear Garth and Andre

Further to the various discussions we have had, herewith please find a summary of the suggested terms between the Stellenbosch Municipality and Tennis World Foundation, in regards to the Idas Valley Tennis facility. In addition I have also attached the original TWF profile sent to Director Boshoff.

- **TWF to take responsibility for the overall management of the Idas Valley tennis facilities**, including the following aspects:
 - General maintenance associated with the successful professional management of the facility
 - Specific renovations/painting of the club house
 - Ongoing enhancement of the facility, inline with the expectations of a professional centre of excellence
 - Two local Idas Valley residents will be employed to maintain the facility
- **TWF to sign a 9 years and 11 months lease with the option to renew for an additional 9 years and 11 months on expiry.**
- **To invest in the establishment of 4 new beach tennis courts for local youth participation.**
- **TWF to operate a tennis development foundation including the following:**
 - School tennis development programme
 - Specialised tennis coaching for promising youth players
 - Establishment of a high-performance tennis centre for children
 - Establishment of a tennis club
 - Establishment of a tennis coaching development programme
 - Hosting TSA and other youth tennis tournaments
 - Hosting school tennis and development events

Please let me know if you need any additional information.

Yours Faithfully

Federico Coppini



SECTION 1: Executive Summary

Introduction

"Tennis is mostly mental. You win or lose the match before you even go out there"
Venus Williams

South Africa is a sports mad nation, yet thousands of poor children are denied their right to play. South Africa has a high birth rate, rampant unemployment, extreme poverty, below average life expectancy and a very low average family income. The majority of children, particularly those born in Townships and rural areas are victims of poverty and lack opportunities.

Research shows that children living in poverty are more prone to abusing drugs and alcohol and engaging in risky sexual behaviour, especially when they do not have access to recreational facilities and sport. Physical education has largely been removed from the South African public education curriculum, further limiting children's opportunities for sport exposure in impoverished townships and rural schools.

Most children in South Africa attend school but parents struggle to afford fees, uniforms and transport. Extra curricular activities such as sport is a luxury that the parents of children in these circumstances simply cannot afford.

The TennisWorld Foundation is focussed on developing the game of tennis in schools and other places where vulnerable children can be reached. The foundation and its partners are implementing a school and community-based tennis development programme, aimed at firstly exposing children to tennis, secondly, developing tennis teams and finally supporting individual talent.

We believe that tennis is more than just a game, it is a great way for boys and girls to learn discipline, resilience and the value of fair play. Physical fitness and team affiliation creates much needed healthy social structures for vulnerable children. Our aim is not only to support vulnerable children through sport, but to identify talent and to develop the tennis competitors of the future.

This document outlines how we intend to support children in schools and communities across the Cape Winelands region, through the development of tennis.

Our vision is to bring together friends and schoolmates to have fun, share experiences and learn life skills. Ultimately our focus is to use tennis as an opportunity to reach and impact children positively.

Overview

"I play each point like my life depends on it". Rafael Nadal

The TennisWorld Foundation (TWF) was established by tennis entrepreneur Federico Coppini. As founder and CEO of the TennisWorld Magazine International, Federico is inspired to impact children in South Africa, through the sport of tennis. Being a long-standing coach and father himself, he has seen the developmental benefits that tennis offer children.

His multinational business interests have lead him to spend extensive periods of time in South Africa and other developing countries, where he has observed the social problems effecting children first-hand. Federico's vision is to extend the benefits of tennis participation to vulnerable children in pursuit of social and community development. The vision of TWF is to develop the sport by attracting new player segments and discovering talented players.

TWF was established in South Africa in 2019 and the board of directors include tennis professionals and highly skilled business leaders. Funds to start the foundation was donated by Federico Coppini and in future the foundation will be funded through both local and international donations. Funding raised through the TennisWorld publications will be combined with local government and CSI funding to realise the vision of TWF.

The TWF board consists of sport, business and social leaders that all share the love of tennis. Representing the board in South Africa is Federico Coppini, owner of TennisWorld Publications, Richard Glover, current CEO of Tennis South Africa, entrepreneur Marcel van der Merwe and banking professional Carl Roothman, head of SANLAM Personal Wealth.

Why TWF?

Tennis is a marginalised sport in South Africa and excludes the majority of children due to the costs involved and access to opportunities. TWF offers a broad-based introduction to tennis, as well as team and individual talent development support to children that is disadvantaged and would not otherwise be able to participate.

The TWF strategy to reach children include the following three phased programme:

TWF Tennis Development Programme for Children		
Phase 1: Broad based participation	Phase 2: Team development	Phase 3: Individual talent development
<i>Introduce</i> grade 3 (8-9 year old) children to the sport of tennis at their school in physical fitness periods.	<i>Support</i> smaller groups or teams of committed young players in participating schools and social development programmes.	<i>Develop</i> individual talent and offer focussed and comprehensive tennis development support.

TWF Objectives

The long term strategic objective of TWF is to identify, support and develop the professional, amateur and club level tennis achievers of the future. Our vision is to evolve tennis as a sport that all South Africans can enjoy and participate in.

Our objectives are divided into primary and secondary objectives. Primary objective will be achieved directly through our development strategy. Secondary objectives are the long term consequences of our actives.

Primary objective include:

- To introduce all grade 3 learners in participating schools to the game of tennis
- To develop and support tennis teams in participation schools
- To identify and develop individual players that show talent

Secondary Objectives include:

- To develop lifeskills and leadership amongst children, through the game of tennis
- To promote tennis as a sport for everyone and not just the privileged
- To develop coaching and management skills in schools and local communities
- To advance the sport of tennis in South Africa

Tennis development through partnerships

Our model is based on inclusivity and is focussed on integrating and supporting existing tennis development programmes, and creating new ones, through partnerships.

Our partnership model includes the following objectives:

- We are in partnership with the regional, national and international tennis governing bodies and commercial tennis organisations that share our vision
- We partner with educational governing bodies, Schools, NPO's and other community based organisations to advance tennis in schools and other organisations working with vulnerable children
- We partner with existing tennis development programmes for children, through offering them support and skills
- We partner with tennis media and role models to advance the promotion of tennis amongst marginalised children



SECTION 2: TWF Development Services

“There is no way around hard work. Embrace it.” Roger Federer.

TWF is embarking on delivering the various objectives listed above, through a carefully constructed project plan. Herewith a summary on the various components of the TWF plan.

TWF 3-Phase Tennis Programme for schools and community organisations

Our first priority is the establishment of our 3-Phase development programme. We aim to roll the programme out in 10 Stellenbosch schools in phase 1. We have already activated three schools being Webergedenk Primary, Ikahya Primary and Kayamandi Primary.

Herewith a summary of the activities of each phase:

TWF 3-Phase Tennis Development Programme for Children		
Phase 1: Broad based participation	Phase 2: Team development	Phase 3: Individual talent development
<i>Introduce</i> grade 3 (8-9 year old) children to the sport of tennis at their school in physical fitness periods.	<i>Support</i> smaller groups or teams of committed young players in participating schools and social development programmes.	<i>Develop</i> individual talent and offer focussed and comprehensive tennis development support.
With an average of 40 children per class, we aim to reach 180 learners per school, with a total of 1800 children per year.	Based on the outcome of phase 1, teams of approximately 24 children will be formed in each participating school and 240 children will make up this phase.	Approximately 24 children will be selected annually to join the individual development programme.
The programme entails an introduction to tennis at school during physical fitness periods. A team of coaches will work with groups of approximately 22 children and each child will receive a tennis cap.	The programme entails focussed team training and each child will receive a T-Shirt and have the opportunity to play in tournaments and enter a competitive level of playing.	The programme entails 2 training sessions per week, full kit of gear and participation in various tournaments. This programme will also pave the way for future professional tennis playing.
The duration of phase 1 is one semester, and every child/group will be exposed to 12 training sessions.	This phase is ongoing and will run for 6 months of the school year.	This phase is ongoing and children selected to this programme will return year on year.

Other Objectives

In addition to the three phased plan explained above, TWF will also focus on the following 3 objectives:

Tennis Centre for children

Tennis Centre for Children

We aim to develop a world-class tennis development facility for children in the Winelands area. The facility will offer the following:

- Training space for school teams in phase 2
- Specialised coaching for children in phase 3
- Host tournaments that allow easy participation access for children in the region
- Host tournaments that are fund raisers for the foundation

Restoring and building new tennis courts in disadvantaged communities

Restoration and Building of Tennis Courts

The lack of quality facilities in schools and communities is a hampering factor in the development of tennis amongst children. We aim to raise and make funds available specifically for upgrading existing tennis courts in participating schools and communities. The reality is most of the earmarked schools do not have any tennis facilities. As this entails large capital investment, we will do specific fund raising projects for each planned facility upgrade or establishment.

Developing school and community based coaches and managers

TWF Coaching Development Programme

To insure the longevity and integration of our 3-Phase Tennis Development Programme, we aim to build capacity on a school and local community level. Our approach is organic and this initiative will grow as we require more resources. The TWF Coaching Development Programme will entail the following elements:

- Offer initial or “kick-start” training to participating junior and community based coaches
- Offering mentoring and active learning whilst deriving a financial income through coaching
- Offering ongoing support and training to emerging coaches

SECTION 3: Proposal: Tennis Facility in Pniel

The establishment of a dedicated tennis development centre for children is an integral part of our strategy and service delivery plan. We have identified the Pniel tennis facility as an ideal venue to do this.

Based on our strategy and the discussions we have had to date, we would herewith like to offer a formal proposal on how we see the roll out of the establishment of the centre in Pniel.

The following is proposed:

- TWF to invest R200 000 in the refurbishment of the centre.
- TWF to sign a lease of no less than 15 years on the venue, with the option to renew at the end of this period. Renewal periods are suggested to be 5 years at a time.
- The investment suggested above will be to resurface/renovate the courts and other areas as required and agreed upon.
- The netball courts at the centre can also be refurbished and painted to serve dually as netball and tennis courts
- TWF to operate development services and a tennis club in the adjacent building/facilities
- To explore the possibility of building an indoor tennis court in the existing structures at the facility. We will also consider building a beach tennis court.
- To offer reduced club membership fees to Pniel residents
- To procure services and offer employment to Pniel community members. At least two permanent and one part time job will be created. In addition, entrepreneurial opportunities and support for tourism businesses in the area will be created. The entrepreneurial opportunities include catering and the running of a coffee shop. Tournaments will bring about the need for accommodation in the area.
- We will give priority to schools in the immediate area and close by to Pniel to join our programme
- The activities at the tennis facility will be run by the TWF non-profit and income through fund-raisers, tournaments and other income bearing tennis activities will be channeled to fund the foundation for the advancement of tennis. This will include:
 - Membership fees
 - Tennis South Africa sanctioned tournaments
 - Tennis World Foundation tournaments
 - Training of high performance children. (Where parents are able to pay for services)

- Sponsorships and donations
- Retailing of tennis balls, T shirts and other tennis equipment

- We aim to support a social enterprise that will train and employ local and emerging tennis coaches, officials and teachers of participating schools.

Should we agree to go ahead with the development of the centre, we will expand on the points above.

Thank you for the opportunity to present our organisation. Please let us know if you need any additional information at this stage.

We await your feedback.

The TWF Team

ANNEXURE B

AFFILIATED TO
STELLENBOSCH
MUNICIPALITY



**IDASVALLEI SPORTRAAD
IDASVALLEY SPORTS BOARD
(Est.2000)**

EMAIL:

**All Correspondence
To The Secretary
Mr Brian Minnis**
bminnis@uwc.ac.za
Cell: 084 392 3296

EXECUTIVE MEMBERS

CHAIRMAN

Mr Rhodes Benting
bentingrhodes@gmail.com
083 659 5987

VICE CHAIRMAN

Mr Deon van Kerwel
deonvankerwel@gmail.com
083 232 2311

VICE SECRETARY

Mr Johan Adonis
jadonis@kansaiplascon.co.za
083 586 274

TREASURERS:

Mr Oswin Groenewald
oswing@tenacityinc.co.za
083 254 8913
021 – 928 1009
Fax : 021 – 928 1019

Mr Wilbur Olivier
Olivier.wilbur@gmail.com
084 780 8596

**COMMITTEE
MEMBERS**

Mr Riaan Moses
riaanm@sun.ac.za

Mr Gerald Abrahams
Gerold.abrahams@stellenbosch.gov.org
082 504 5547

Ms Adri Katts
adrishannon@gmail.com
078 749 0501

TO: The Stellenbosch Municipality
ATT: Director Boshoff/ Andre Gabriels
RE: Tennis World Foundation / Idas Valley Tennis Facility

19 February 2020

Dear Director and stakeholders

The Idas Valley Sport Committee herewith offer our support and welcome to the TennisWorld Foundation (TWF) in Idas Valley.

Based on their proposal, we have decided to offer the use of the Idas Valley tennis facilities to TennisWorld Foundation. The basic premise of our partnership includes the following stipulations:

- TWF to invest in the general refurbishment and maintenance of the Idas Valley tennis facility, in order to make it a functional and high-performance establishment. This will include the general renovation of courts as needed, the renovation of the club house (or establishment of a new club house) and ongoing general maintenance as needed.
- TWF to sign a long term lease, on the venue, with the option to renew at the end of the period.
- TWF to operate a tennis development foundation, tennis coaching services and a tennis club at the venue. In addition, a tennis coach development program will be hosted here, as well as TSA youth tournaments.
- To build beach tennis facilities for youth participation.
- To offer employment (facilities maintenance and general work) to at least two community members.
- To give priority to schools in the immediate area to join the TWF development program.

We would like to thank TWF for choosing our community and we look forward to a prosperous partnership.

Yours Faithfully

Brian Minnis
Secretary

ANNEXURE C



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT OF USE RELATING TO THE CLUB
HOUSE AND TENNIS COURT/S AT IDA'S VALLEY SPORT FACILITY**

Entered into Between

STELLENBOSCH MUNICIPALITY

Hereinafter referred to as "**the Municipality**"

And Herein represented by

GARALDINE LEZETTE METTLER

In her capacity as
MUNICIPAL MANAGER

AND

TENNIS WORLD FOUNDATION

Hereinafter referred to as "**TWF**"

And Herein represented by

FEDERICO COPPINI

In his/her capacity as
Chairperson of the **TENNIS WORLD FOUNDATION NPC**

- 1.1.1 "Agreement" means the terms and conditions in this document;
- 1.1.2 "Effective Date" means the date of signature of this Agreement by the Party signing last;
- 1.1.3 "Period of use of the Site" means the period as defined in clause 5;
- 1.1.4 "Parties" means the Municipality and the TWF, and Party shall mean either of them;
- 1.1.5 "Personnel" means any employee, official, agent, contractor or sub-contractor of a Party;
- 1.1.6 "Plight of the poor" means the needs of the people that are vulnerable and unable to meet their social-economic needs independently or to support themselves and their dependents and are in need of social assistance;
- 1.1.7 "Public Interest" means letting to:
 - (a) promote the achievement of equality by taking measures to protect or advance persons or categories of persons, disadvantages by unfair discrimination;
 - (b) promote welfare and charitable purposes including non-profit rehabilitation facilities, shelters for the indigent and destitute, youth development and drug counselling.
- 1.1.8 "Site" means the club house and tennis court/s at the Ida's Valley Sports Fields and Facility has a corresponding meaning;
- 1.1.9 "Stellenbosch Municipality" means a local authority established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998 by Provincial Notice 489/2000 (Establishment of the Stellenbosch Municipality (WCO24)) promulgated in the Government Gazette dated 22 September 2000, as amended by Provincial Notice PN675/2000 (Stellenbosch Municipality (WCO24) Establishment Amendment Notice) promulgated in the Provincial Gazette of 4 December 2000;
- 1.1.10 "Custodianship" means managing the Ida's Valley Sport Facility on behalf of the owners, the Stellenbosch Municipality;
- 1.1.11 "Tennis World Foundation" means a non-profit sport organisation involved in Tennis development and coaching.
- 1.2 Clause headings appear in this Agreement only for reference purposes and do not affect the interpretation of the provisions to which they relate.
- 1.3 Reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday or public holiday as gazette by the government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 08h00 and 16h30 on any business day. Any reference to time shall be based upon South African Standard Time.
- 1.4 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 1.5 Where figures are referred to in numerals and in word, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 1.6 No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision

2. Preamble

This Memorandum of Understanding and Agreement of Use defines the respective roles and responsibilities of the **Municipality** and **TWF** as partners in the management, development and transformation of Tennis in the Stellenbosch municipal area (WCO24).

Tennis is seen as a mechanism for social change and development in the local communities of the Municipality. The core pillars of the National Sport and Recreation Plan (2012) are to create an Active and Winning Nation and Enabling Environments for sport and recreation.

This partnership between the **Municipality** and **TWF** is based on bona fide cooperation between local government and civil society as custodians of sport and recreation.

In terms of the Stellenbosch Municipality Supply Chain Management Policy and the Policy on the Management of Stellenbosch Municipality's Immovable Property immovable property may only be let at market related rent except when the public interest or the plight of the poor demands otherwise. Whereas the Municipality and TWF is of the view that it will be in the public interest and/or for the benefit of the plight of the poor that tennis be developed as a mechanism for social change and development in the local communities of Stellenbosch and in light of the aforesaid agrees that an amount of R1 500 per annum be paid as rental by TWF to the Municipality for the duration of this agreement but that a memorandum of understanding and use agreement be entered into between the parties to achieve the aforementioned purpose.

3. Purpose

The purpose of the Agreement is to:

- 3.1 Define the relationship and partnership between the **Municipality** and **TWF**.
- 3.2 Promote Tennis in Stellenbosch Municipality and Ida's Valley in particular.
- 3.3 Facilitate community cohesion through active community participation in Tennis.

4. Support

The Parties undertake at all times to do all such things, perform all such actions and take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or import of this agreement.

5. Duration

- 5.1 This Agreement will become effective on the Effective Date and will continue for a period of 9 years and 11 months.
- 5.2 Either party may terminate this Agreement by giving to the other Party written notice thereto at least 90 (ninety) days.
- 5.3 TWF shall, following termination or expiry of this Agreement:
 - 5.3.1 return occupation of the Site to the Municipality and shall ensure that the Site is in the same condition as it was upon commencement of this Agreement, fair wear and tear excepted.

6. Utilization of Site

- 6.1 The Municipality hereby grants permission to TWF to use the Site for a rental fee of R1 500 per annum and TWF hereby agrees to rent the Site from the Municipality with effect from the effective date on the terms and conditions set out in this Agreement.
- 6.2 TWF shall use the Site for the operation of a Tennis Club and will be responsible for the management, operation and maintenance of the Site for the duration of this Agreement.
- 6.3 The Municipality warrants that it:
 - 6.3.1 is the lawful owner of the Site;
 - 6.3.2 that it has not granted to any third party any rights which may conflict with such rights of TWF

7. Roles and Responsibilities of the respective Parties

7.1. The roles and responsibilities of Stellenbosch Municipality are to:

7.1.1 Ensure compliance with all applicable local government legislation.

7.1.2 Support TWF to source additional funding through approved public private partnerships. The Municipality will endorse documents which purpose is to source additional funding.

7.1.3 Support TWF with the managing of activities, establishment of a tennis club and other programs such as tournaments and training schedules at Ida's Valley Sport Facility.

7.2. The roles and responsibilities of TWF are to:

7.2.1 Manage, Operate and Maintain the Ida's Valley Tennis Facility for the duration of this agreement of 9 years, and 11 months, with the option to renew the agreement.

7.2.2 Organise Tennis Workshops for school children from historically disadvantaged areas in participating schools in the Stellenbosch municipal area.

7.2.3 Organise Tennis Coaching and development of players from historically disadvantaged areas located in the Stellenbosch municipal area.

7.2.4 Offer a high-performance tennis development programme to children from historically disadvantaged areas in the Stellenbosch municipal area.

7.2.5 Organise and Host Tennis tournaments for children.

7.2.6 Establish and Manage a Tennis Club at the Ida's Valley Tennis Facility.

7.2.7 Offer development and employment opportunities to emerging Stellenbosch tennis coaches and players.

8. Custodianship

With regard to the custodianship of the facility, the following is agreed:

8.1 Stellenbosch Municipality agrees to appoint TWF as the official custodian of the Ida's Valley Tennis Facility for the duration of this agreement.

8.2. TWF accepts custodianship and use of the Ida's Valley Tennis Facility for the duration of this agreement, and undertakes to fulfill the following responsibilities:

8.2.1 General maintenance and upkeep of the Facility, including inside and outside the tennis clubhouse and courts.

8.2.2 Management of the Facility;

8.2.3 Upgrade of the Facility as and when required;

8.2.4 Payment of the TWF portion of the monthly water and electricity bill to the Ida's Valley Sport Council.

8.2.5 Ensure reasonable access for the Ida's Valley community by allowing tennis club membership to the Ida's Valley community and other previous disadvantage areas in accordance with the agreement entered into with the Ida's Valley Sport Council.

9. Breach

9.1 If a Party ("Defaulting Party") commits any breach of this agreement and fails to remedy such breach within 14 (fourteen) business days of written notice requiring the breach to be remedied, then the Party giving the notice ("Aggrieved Party") will be entitled, at its option –

9.1.1 to claim immediate specific performance of any of the Defaulting Party's obligations under this agreement, with or without claiming damages, whether or not such obligation has fallen due for performance; or

- 9.1.2 to cancel this agreement, with or without claiming damages, in which case written notice of the cancellation shall be given to the Defaulting Party, and the cancellation shall take effect on the giving of the notice.
- 9.1.3 The Aggrieved Party's remedies in terms of this clause 9 are without prejudice to any other remedies to which the Aggrieved Party may be entitled in law.

10. Dispute Resolution

- 10.1 Without detracting from either Party's rights to institute action or motion proceedings in the High Court or other Court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this Agreement, the Parties may, by mutual consent, follow the arbitration procedure in clause 10.6.
- 10.2 In the event of there being any dispute or difference between the Parties arising out of this Agreement, the said dispute or difference shall on written demand by any Party be submitted for resolution firstly by way of negotiation and secondly, in the event of that failing, by way of mediation and thirdly, in the event of that failing, by way of arbitration. The reference to negotiation and mediation is a pre-condition to the Parties having the dispute resolved by arbitration.
- 10.3 A dispute shall arise if the dispute and particularity thereof is communicated by one Party to the other in writing.
- 10.4 within 21 (twenty-one) days of the communication in clause 10.3 above, the Parties shall seek an amicable resolution to such dispute by referring such dispute to representatives of each of the Parties concerned for their negotiation and resolution of the dispute. The representatives shall be authorized to resolve the dispute.
- 10.5 in the event of the negotiation envisaged in 10.4 above failing for whatsoever reason or cause, any Party may, within 21 (Twenty one) days of such failure, refer the dispute for resolution by way of mediation in accordance with the then current rules of the institute of Directors in Southern Africa. The negotiation shall, *inter alia*, be deemed to have failed if one of the Parties declares in writing that it has failed.

10.6 Arbitration

- 10.6.1 subject to the provisions of clause 10.1, a dispute arising out of or in connection with this Agreement may be referred by either Party to arbitration.
- 10.6.2 arbitration shall be held in Stellenbosch informally and otherwise in accordance with the provisions of all the Arbitration Act, No 42 of 1965, it being intended that, if possible, it shall be held and concluded within fourteen days after the Parties have agreed to refer the dispute to arbitration.
- 10.6.3 save as otherwise specifically provided herein, the Arbitrator shall be if the matter in dispute is
- 10.6.3.1 primarily a legal matter, a practicing Senior Advocate of the Cape Bar with a minimum of ten years' experience;
- 10.6.3.2 any other matter, an independent and suitably qualified person as may be agreed upon between the Parties to the dispute;
- 10.6.3.3 if agreement cannot be reached on whether the question in dispute falls under 10.6.3.1 or
- 10.6.3.4 and/or upon a particular Arbitrator within three days after the parties have agreed to refer the dispute to arbitration, then the Chairperson for the time being of the Cape Bar Council shall –

- 10.6.4.1 determine whether the question in dispute falls under 10.6.3.1 or 10.6.3.2; and/or
- 10.6.4.2 nominate the Arbitrator within 7 (seven) days after the Parties have failed to agree.
- 10.6.5 The Arbitrator shall give his or her decision within 10 (ten) days after the completion of the arbitration. The Arbitrator may determine that the costs of the arbitration to be paid either by one or the other or by both of the Parties on completion of the arbitration.
- 10.6.6 The decision of the Arbitrator shall, subject to the parties' right as provided for in Clause 10.6, be final and binding and may be made an order of the Western Cape High Court, Cape Town, upon the application by any party to the arbitration.

11. Indemnity

The TWF indemnifies and shall hold the Municipality harmless against any losses, damages or costs ("claims") claimed by any third party from the Municipality to the extent that such Claims are based on the use of the Site by TWF in terms of this Agreement.

12. Subletting and Assignment

- 12.1 TWF shall not be permitted to sub-let the Site unless it has obtained the prior written approval of the Municipality.
- 12.2 Neither Party shall cede, assign or transfer any of its rights under this Agreement without the prior written approval of the other Party.

13. Notices and Domicilia

- 13.1 The Parties choose as their respective *domicilia citandi et executandi* for the service of notices arising from this agreement and court documents their addresses as indicated as follows:

STELLENBOSCH MUNICIPALITY

Physical address: Office of the Municipal Manager, Third Floor, Main Building, 17 Plein Street, Stellenbosch
Telephone Number: (021) 808 8025
Email: Municipal.Manager@stellenbosch.gov.za

AND

TENNIS WORLD FOUNDATION

Physical address: 85 Jonkershoek Road, Stellenbosch, 7600
Telephone Number: 072 681 2374
Email: info@tennisworldfoundation.com

or such other address in the Republic of South Africa that is not a mailbox or an address for general deliveries as may be notified by either Party to the other Party in writing.

- 13.2 Any notice that is given in terms of this Agreement, will be required to be given in writing and if delivered by hand, it will be accepted that the addressee received the notice on the date of the delivery unless the contrary can be proven.
- 13.3 Notwithstanding anything contained in this Agreement that is to the contrary, any written notice of communication received by any party, including by means of fax or other electronic transmission, is viewed as sufficient written notice to any such party.

14. General

- 14.1 This document contains the entire Agreement between the Parties regarding the subject matter contained herein and no agreements, representations or warranties between the Parties other than those set out therein are binding on the Parties.
- 14.2 If the whole or any part of a provision of these terms is void or voidable by either Party or unenforceable or illegal, the whole or that part (as the case may be) of that provision, shall be severed, and the remainder of these terms shall have full force and effect, provided such severance does not alter the nature of the Agreement between the Parties.
- 14.3 No amendment or modification to these terms shall be effective unless in writing and signed by authorised signatories of both Parties.
- 14.4 No latitude, granting of time or forbearance of a Party hereto regarding the performance of the other Party shall be or be deemed to be a waiver of any term or condition of these terms and no waiver of any continuing or subsequent breach. No waiver shall be effective unless it is expressly stated in writing and signed by the Party giving it.
- 14.5 This Agreement shall be governed and construed according to the laws of the Republic of South Africa.

THUS DONE AND SIGNED BY STELLENBOSCH MUNICIPALITY AT

_____ ON THIS _____ DAY OF _____ 2021

For STELLENBOSCH MUNICIPALITY

[FULL NAME HERE]:
Municipal Manager

AS WITNESSES

- 1. _____ 2. _____
[FULL NAME HERE]: **[FULL NAME HERE]**
Community and Protection Services **Chief Financial Officer**

THUS DONE AND SIGNED BY TENNIS WORLD FOUNDATION AT

_____ ON THIS _____ DAY OF _____ 2021

For TENNIS WORLD FOUNDATION

[FULL NAME HERE]
Chairman

AS WITNESSES

1. _____ 2.

[FULL NAME HERE]

Treasurer

[FULL NAME HERE]

Secretary

10.	REPORTS BY THE MUNICIPAL MANAGER
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10.1	DISASTER MANAGEMENT PLAN
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Collaborator No: 703668
IDP KPA Ref No: Safest Valley
Meeting Date: 29 September 2021

1. SUBJECT: DISASTER MANAGEMENT PLAN

2. PURPOSE

To present the revised disaster management plan of the Stellenbosch Municipality to Council for approval.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

The revision of the disaster management plan (Appendix 1) is done in accordance with *Section 53 (1) of the Disaster Amendment Act, 16 of 2015, which reads that the municipality must:*

(g) regularly review and update its plan; and

(h) through appropriate mechanisms, processes and procedures established in terms of Chapter 4 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), consult the local community on the preparation or amendment of its plan.”

5. RECOMMENDATIONS

that Council approves and adopts the revised Disaster Management Plan.

6. DISCUSSION

Stellenbosch municipality do have a current plan that is reviewed annually.

The Municipality acknowledges that risks are never static and constantly changing, and as such embarked on an all ward-based risk and vulnerability assessment (analysis phase) to get a more realistic report of the current and prevalent risks in the wards.

This is also in line with section 53(1) of the Disaster Management Act, 57 of 2002 as amended in 2015 (Act no 16 of 2015) which states that: ‘Each municipality must:

- a. conduct a risk assessment for its municipal area;
- b. identify and map risks, areas, ecosystems, communities and households that are exposed or vulnerable to physical and human-induced threats.

A disaster risk assessment is thus a tool used to determine the risks affecting a community and it is a methodology to determine the nature and extent of risks by analysing potential hazards and evaluating existing conditions of vulnerability.

6.1 Ward Based Risk Assessment (BSM 49/17)

Stellenbosch municipality in collaboration with the Cape Winelands District Municipality conducted an all ward-based risk assessment (appendix 1.1) for the WC024 area.

This risk assessment will be used to inform the Stellenbosch Municipality's disaster management and integrated development plans.

The following data collection methods were used:

The community and all relevant role-players were consulted. During a risk assessment, it is imperative that relevant role players and the community are consulted to gather information concerning the risks that they are facing. This was done in the following ways:

- 1) Meetings were held with officials from relevant departments operating within the Stellenbosch Municipal area;
- 2) Focus group consultations took place with Ward Councillors and the Ward Committee members of each Ward;
- 3) Community workshops were held in each ward. These group meetings provided an opportunity for the community members residing in that ward to provide information regarding the hazards affecting their communities;
- 4) A community sample survey was also conducted per ward to reach a broader community input.

The municipality now have the risk knowledge and going forward - all the identified risks, as perceived by the interviewees during the risk assessment process, will be used as a basis for risk mitigation planning

6.2 Contingency planning

A complete disaster management cycle includes the development of public policies and plans that either addresses the causes of disasters or mitigates their effects on people, property and infrastructure. It also includes the sum total of all activities, programmes and measures which can be taken up before, during and after a disaster with the purpose to either:

- avoid / prevent a disaster
- mitigate / reduce its impact, or
- recover from its losses

Therefore, in order to effectively respond to any disaster, it is essential that contingency plans are developed for each hazard or potential disaster as identified in all the various wards. Contingency planning is best achieved through a cooperative and coordinated effort wherein all stakeholders work together with shared objectives over a period of time. Mitigation can either be structural or non-structural. Structural mitigation refers to any physical construction to reduce or avoid the impact of disasters.

Non-structural mitigation measures include legislation, land-use planning and insurance. It also includes policies, awareness, knowledge development, public commitment and methods and operating practices, including participatory mechanisms and provision of information.

The focus of our mitigation efforts which the department will embark on will thus be to prevent these identified hazards from developing into disasters or to reduce the effects of disasters when they do occur. The department will now commence with a process

to formulate strategies in mitigation of the identified risks in all the wards. It may include the following:

- Prevention and mitigation strategies
- Vulnerability reduction strategies
- Capacity building
- Contingency plans
- Emergency preparedness

These strategies and plans will be reported on during the next round of review

6.3 Covid-19

COVID-19 was first reported in China, but it has now spread throughout the world.

The disease spreads from person to person through infected air droplets that are projected during sneezing or coughing. It can also be transmitted when humans have contact with hands or surfaces that contain the virus and touch their eyes, nose, or mouth with the contaminated hands. As the virus spread globally South Africa and Stellenbosch were not spared.

A national state of disaster was declared by the President on 15 March 2020 and the entire country was subsequently put in various stages of “lockdown” - from alert level 5 to the current level one, each level with supporting regulations.

The Provincial Disaster Centre was activated which in return propelled local municipalities, via the District Forums, into action. All the local municipalities and other external role-players meet regularly under the umbrella coordinating body of the CWDM. A district (Appendix 1.2) and municipal strategy (Appendix 1.3) against the Covid-19 spread were formulated.

On a local level, the following measures in mitigation of the pandemic were undertaken:

- Local coordination – by establishing structures such as Municipal JOC and Corona Top Management Forum
- Instituting workplace readiness plans
- Establishment of Stellenbosch Unite – an umbrella body that coordinates food relief to the needy in Stellenbosch
- Homeless Shelter – accommodated the homeless during levels 5 to 3 of lockdown at Klapmuts sportsgrounds and Van der Stel
- Installed 20 water tanks in the informal settlements
- Installed water sanitising stations – to promote the washing of hands
- Procured 3 x water carriers – to fill the 20 x 5000 litre water tanks daily
- Appointed a dedicated sanitising team to sanitize if and when required
- Formulation of a communication strategy and posting daily on all media platforms
- Promote Stellenbosch as a safe tourism destination - Business economy and tourism

The battle against Covid-19 is far from over and the disaster section will, together all other institutions and role-players, continue to play an active and supporting role in the offensive against Covid-19.

6.4 Risk Adjusted strategy

As the government gradually started with the easing of the lockdown restrictions from level 5 to level 1 to allow for more activity, the municipality also followed suit according to its risk adjusted strategy (appendix 1.4). During each level of lockdown Council's operational and service delivery responses were adjusted to allow for more activity. A risk adjusted strategy was formulated and approved which provided clear guidelines in

terms of Council delegations, the rendering of essential services and workplace readiness. It also resulted in the revision of our risk register and the inclusion of Covid-19 as a strategic risk for Council. A Covid-19 risk register was subsequently developed which reflects the pending risks and also the mitigating strategies against these risks.

6.5 Financial Implications

None

6.6 Legal Implications

The recommendations in this report comply with Council's policies and all applicable legislation.

6.7 Staff Implications

This report has no staff implications to the Municipality.

6.8 Previous / Relevant Council Resolutions

None

6.9 Risk Implications

This report outlines certain risks that could have consequences for Council.

6.10 Comments from Senior Management

6.10.1 Director: Infrastructure Services

6.10.2 Director: Planning and Economic Development

6.10.3 Director: Community and Protection Services

6.10.4 Director: Corporate Services

6.10.5 Chief Financial Officer

6.10.6 Municipal Manager

RECOMMENDATIONS FROM COMMUNITY AND PROTECTION SERVICES COMMITTEE TO THE EXECUTIVE MAYOR: 2021-04-08: ITEM 5.1.1

that Council approves and adopts the revised Disaster Management Plan.

ANNEXURES

- Appendix 1: Reviewed Disaster Plan
- Appendix 1.1: All Ward Base Risk Assessment
- Appendix 1.2: District Covid-19 plan
- Appendix 1.3: Municipal Covid-19 operational plan.
- Appendix 1.4: Risk Adjusted Strategy

FOR FURTHER DETAILS, CONTACT:

NAME	Wayne Smith
POSITION	Manager Fire Services & Disaster Management
DIRECTORATE	Community and Protection Services
CONTACT NUMBERS	8771
E-MAIL ADDRESS	wayne.smith@ Stellenbosch.gov.za
REPORT DATE	10 March 2021

**RECOMMENDATIONS FROM COMMUNITY AND PROTECTION SERVICES COMMITTEE
TO THE EXECUTIVE MAYOR: 2021-04-08: ITEM 5.1.1**

that Council approves and adopts the revised Disaster Management Plan.

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REPORT DATE	10 March 2021

APPENDIX 1



Municipal Disaster Management Plan

Stellenbosch Municipality

*Core Plan for inclusion within the IDP
of the Stellenbosch Municipality*

MARCH 2021

In case of an emergency, the user of this document should immediately turn to the attached preparedness plan for guidelines on managing response.

(Reviewed 10/03/21)

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1. INTRODUCTION

This plan confirms the arrangements for managing disaster risk and for preparing for and responding to disasters within the Stellenbosch Municipality as required by the Disaster Management Act, 2002 (Act 57 of 2002). In case of an emergency, the user of this document should immediately turn to the attached preparedness plan for guidelines on managing response.

1.1 Legal requirements

The Stellenbosch Municipality is legally obliged to prepare a disaster management plan for its area according to the circumstances prevailing in the area; to co-ordinate and align the implementation of its plan with those of other organs of state and institutional role players; and to regularly review and update its plan. The municipality must also consult the local municipalities within its area and local communities on the preparation or amendment of its plan.

The Disaster Management Amendment Act, 2015 (Act no 16 of 2015) commenced on 1 May 2016. The Proclamation that was published in the Government Gazette No. 399430 on 22 April 2016. Hereafter referred to as “the Act”) requires:

“(1) Each municipality must—

- (a) conduct a disaster risk assessment for its municipal area;
- (b) identify and map risks, areas, ecosystems, communities and households that are exposed or vulnerable to physical and human-induced threats;
- (c) prepare a disaster management plan setting out—
 - (i) the way in which the concept and principles of disaster management are to be applied in its municipal area, including expected climate change impacts and risks for the municipality;
 - (ii) its role and responsibilities in terms of the national, provincial or municipal disaster management framework;
 - (iii) its role and responsibilities regarding emergency response and post disaster recovery and rehabilitation;
 - (iv) its capacity to fulfil its role and responsibilities;
 - (v) particulars of its disaster management strategies;
 - (vi) contingency strategies and emergency procedures in the event of a disaster, including measures to finance these strategies; and
 - (vii) specific measures taken to address the needs of women, children, the elderly and persons with disabilities during the disaster management process;

- (d) co-ordinate and align the implementation of its plan with those of other organs of state and institutional role-players;
- (e) provide measures and indicate how it will invest in disaster risk reduction and climate change adaptation, including ecosystem and community-based adaptation approaches;
- (f) develop early warning mechanisms and procedures for risks identified in the municipal area;
- (g) regularly review and update its plan; and
- (h) through appropriate mechanisms, processes and procedures established in terms of Chapter 4 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), consult the local community on the preparation or amendment of its plan.”.....prepare a disaster management plan for its area according to the circumstances prevailing in the area and within the ambit of its municipal disaster management framework.

Section 53(2) (a) of the Act specifies that the disaster management plan for a municipality must form an integral part of the municipality’s integrated development plan (IDP). Section 26(g) of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) lists “applicable disaster management plans” as core components of an IDP.

The Municipality must submit a copy of its Disaster Management (DM) Plan, and of any amendment to the plan, to the Disaster Management Centre of the Western Cape Province and the National Disaster Management Centre.

1.2 Key outcomes

This plan seeks to achieve the following key outcomes:

- Integration of Disaster Risk Management into the strategic and operational planning and project implementation of all line functions and role players within the municipality.
- Resilient communities
- An integrated, fast and efficient response to emergencies and disasters by all role-players.

1.3 Linkage with the Integrated Development Plan of the Stellenbosch Municipality

Both the Municipal Systems Act and the Disaster Management Act requires the inclusion of this plan into the Integrated Development Plan (IDP) of the Stellenbosch Municipality. It would however not be practical to include the complete Disaster Management Plan with all its annexures within the Integrated Development Plan of the Stellenbosch Municipality.

Therefore, the complete plan can be considered as an annexure to the IDP, while this core document without annexures will be submitted for inclusion within the IDP document.

A separate disaster management plan included into the IDP but standing on its own and isolated from the rest of the IDP does not necessarily give evidence of the integration of disaster management into the IDP. All departments and role players submitting input to the content of the current and future IDP of the municipality are therefore urged to consider the inclusion and integration of disaster risk management into their strategies, operational planning and project implementation.

It is strongly recommended that the municipality institutes the compulsory consideration of disaster risk management in the planning and execution stages of all IDP projects.

This will ensure the integration of disaster management into the IDP, and will ensure that all plans and projects are focused on contributing to disaster risk reduction and disaster preparedness – thus reducing the impact of disasters on lives, property, community activities, the economy and the environment in the Stellenbosch Municipality.

1.4 Linkage with the Disaster Management Framework of the Cape Winelands District Municipality

The Stellenbosch Municipality must prepare and execute its disaster management plan within the disaster management framework of the Cape Winelands District Municipality. The National, Western Cape Provincial and Cape Winelands frameworks will guide the development of this plan and future versions of this plan.

1.5 Structure of the plan

The Municipal Disaster Management Plan of the Stellenbosch Municipality consists of the components as indicated in the figure below.

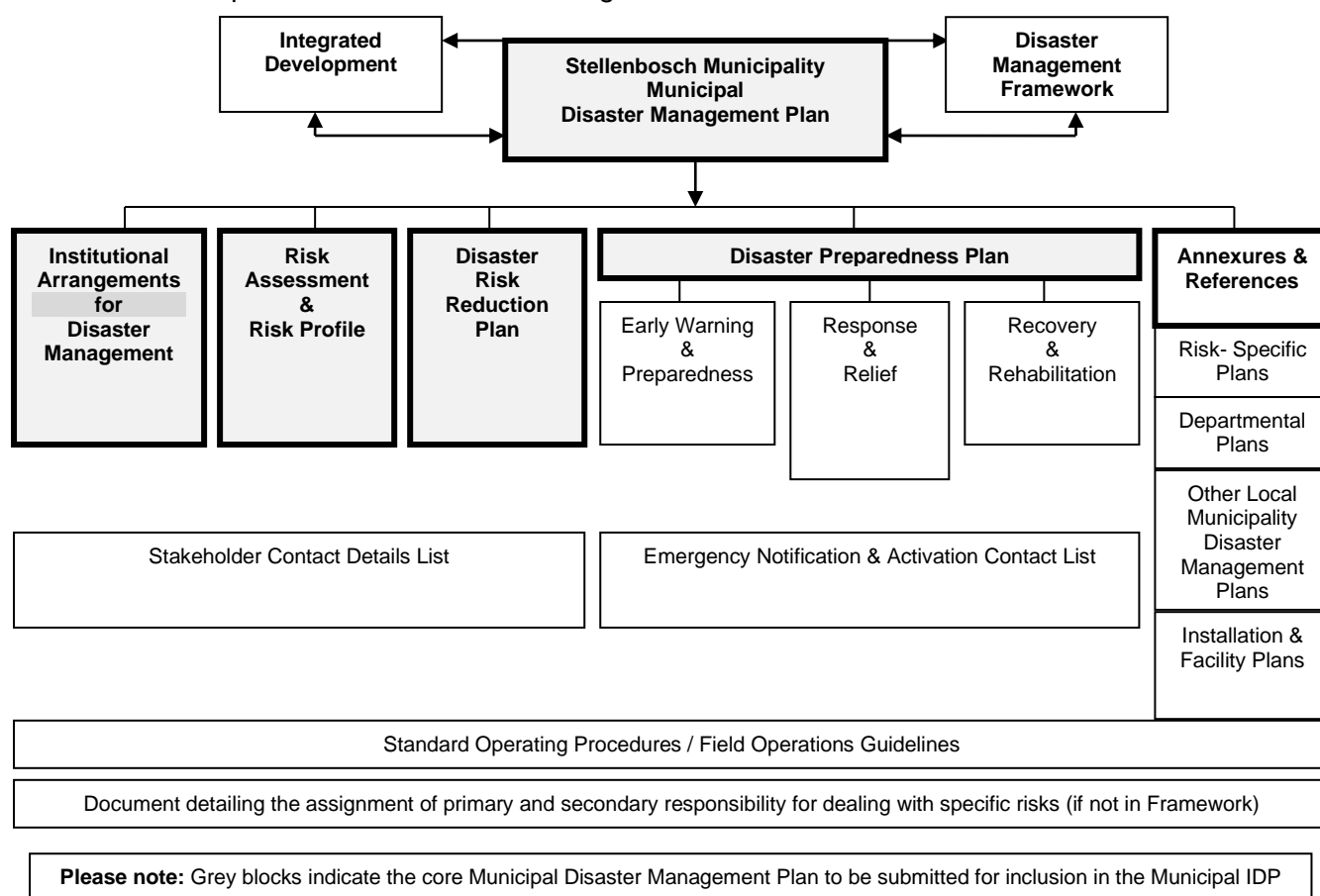


Figure 1: Structure of the Stellenbosch Municipal Disaster Management Plan

ASAP	As Soon As Possible
DMC	Disaster Management Centre
LA	Local Authority
JOC	Joint Operations Centre
SAWS	South African Weather Service
DOC	Disaster Operational Centre

2. INSTITUTIONAL ARRANGEMENTS

2.1 Shared responsibility for disaster management

The responsibility for reducing disaster risk, preparing for disasters, and responding to disasters is shared among all departments and employees of the Cape Winelands District Municipality, local municipalities within the Cape Winelands District Municipality, all departments and employees of the Stellenbosch Municipality, all provincial and national organs of state operating within the municipality, all sectors of society within the municipality and, perhaps most importantly, all the residents of the municipality.

2.1.1 Nodal points for disaster management

Although the municipal department within the Stellenbosch Municipality assigned with the Disaster Management function should direct and facilitate the disaster risk management process, it cannot perform the whole spectrum of disaster risk management activities on its own.

“Disaster risk management is everybody’s business.”

It is required that each municipal department within the Municipality assign a person or section within the department/local municipality to be the nodal point for disaster management activities in that department/local municipality. The same applies to national and provincial departments operating within the municipality.

The disaster management activities to be performed within departments and local municipalities include participation in disaster risk reduction as well as preparedness and response.

Status: The Disaster Management Centre of the Stellenbosch Municipality continuously reviews the nodal points in its area of jurisdiction.

2.1.2 Departments with primary responsibility for specific hazards and disaster risks

Where a department has primary responsibility for a specific hazard, the department’s role in disaster risk management for that specific hazard will be more than mere participation: it will have to lead risk reduction as well as preparedness activities due to its expertise in the field. Stellenbosch Disaster Management can support such a department with advice, information, facilitation and coordination.

Status: The Disaster Management Centre of the Stellenbosch Municipality maintains a list of hazards that may affect the municipality with associated primary role-players indicated for risk reduction as well as preparedness for each specific hazard. (See next section for the process of assigning such responsibility.)

The plans for disaster risk reduction and preparedness compiled by these primary role players should be attached to this plan or should be referenced as supporting documentation as indicated in Figure 1: Structure of the Stellenbosch Municipal Disaster Management Plan, on page 7. These documents must be easily accessible to all relevant role players.

2.1.3 Assignment of responsibility to deal with specific disaster risks (pg. 13, No. 3.2)

Departments that are responsible for specific services in normal conditions will remain responsible for such services during disasters.

The declaration of a state of disaster and the tighter coordination instituted during disasters does not absolve any agency of its assigned responsibilities. Legislation assigns responsibility for most disaster risks to specific departments or functions.

There is however grey areas related to some disaster risks.

In order to ensure clear roles and responsibilities and enhance integrated disaster risk management efforts, such grey areas must be addressed and clearly assigned responsibilities must be confirmed.

***Status:** The risk profile of the Stellenbosch Municipality is considered on continues basis and primary and supporting role players will be identified for each identified risk. Such allocation of primary and supporting roles is done in consultation with all relevant role players, is informed by existing legal frameworks, and assignments done on a consensus basis.*

The above assignment of responsibilities will be revisited and confirmed on an annual basis, and will be recorded and distributed in the format indicated in Table 1 below.

Table 1: Assignment of primary and supporting role-players for disaster risks

Description of disaster risks identified in the risk profile of the municipality (Complete one table per risk)	Primary role player in risk reduction to be indicated here	Supporting role-players
	Primary role player in preparedness to be indicated here.	Supporting role-players
	Primary role player in response and relief to be indicated here.	Supporting role-players
	Primary role player in recovery & rehabilitation to be indicated here.	Supporting role-players

The document assigning responsibilities becomes an annexure of the Municipal Disaster Management Plan of the municipality.

2.2 Corporate Disaster Management Structure for the Stellenbosch Municipality

The Corporate Disaster Management structure for the Stellenbosch Municipality must deal with both pro-active and reactive disaster management issues and encompasses more than the department which is responsible for the function. The structure can include the following elements which may be collapsed into a smaller number of elements if less complexity is required:

2.2.1 Stellenbosch Disaster Management

The Directorate: Community and Protection Services within the municipality assigned with the Disaster Management function. A local municipality is not legally obliged to establish a Disaster Management Centre, but it is recommended.

The Disaster Management Centre of the Stellenbosch Municipality aims to prevent or reduce the risk of disasters, mitigate the severity or consequences of disasters, prepare for emergencies, respond rapidly and effectively to disasters and to implement post-disaster recovery and rehabilitation within the municipality by monitoring, integrating, co-ordinating and directing the disaster risk management activities of all role players.

A fully established and functioning Municipal Disaster Management Centre is a key element of this plan.

Status: Stellenbosch Municipality has established and maintains a partially staffed and resourced Disaster Management Centre.

2.2.2 Municipal Disaster Management Advisory Forum

Metropolitan or district municipalities may establish municipal disaster management advisory forums as described in Section 51 of the Disaster Management Act, 2002. Local municipalities are not required to establish advisory forums.

It is however advantageous for a municipality to establish such a forum to coordinate strategic issues related to disaster management such as risk assessments and to approve and/or review the disaster management plan for the municipality before it is submitted to Council. The frequency of meetings of such a body is 2-4 times per year or as required.

Status: Stellenbosch Municipality is represented at the well-established Disaster Management Advisory Forum: Cape Winelands District Municipality of which compulsory by-monthly meetings are held.

2.2.3 Interdepartmental Disaster Management co-ordination

Internal coordination will occur at manager level where instructions and identified projects from the Advisory Forum can be implemented and tracked. Municipal top-management meetings can serve as a coordination forum for disaster management issues within the municipality.

Although a dedicated structure can be created for this purpose, this role will be performed by the top management team of the municipality to reduce the complexity of the disaster management structure. Ad-hoc external representation may form part of the deliberations upon invitation.

Status: Council wide Disaster Management coordination is in place to ensure effective and efficient services throughout Greater Stellenbosch.

2.2.4 Nodal points for disaster management within municipal departments

Refer to section 2.1.1 & 2.1.3 above.

2.2.5 Departmental planning groups

This element relates to planning groups that can be established within departments within the Municipality to deal with internal disaster management issues such as the compilation of departmental or local municipal disaster management plans and contingency plans for facilities and services of the department or local municipality.

The disaster management nodal points of such departments or local municipalities will be involved in these planning groups.

Status: Nodal points is established, empowered and supported by their departments / organisations to manage and participate in departmental and/or local municipal planning groups.

2.2.6 Risk reduction project teams

A multi-disciplinary project team convened to address and reduce a specific disaster risk. Convened by the primary role-player for the risk and supported by Disaster Management.

Status: The primary role-players for specific hazards or disaster risks, in collaboration with the Disaster Management Centre of the Stellenbosch Municipality, are established to manage risk-reduction project teams as and when required. (Existing structures should be used as far as possible to prevent duplication and reduce the meeting burden on role-players.)

2.2.7 Preparedness planning groups

A multi-disciplinary planning group convened to ensure a high level of preparedness for a specific disaster risk. Convened by the primary role-player for the risk and supported by Disaster Management.

Status: The primary role-players for specific hazards or disaster risks, in collaboration with Stellenbosch Disaster Management, aims to establish and manage preparedness planning groups as required or when requested by the Disaster Management Advisory Forum: Cape Winelands District Municipality. (Existing structures is used as far as possible to prevent duplication and reduce the meeting burden on role-players.)

2.2.8 Joint response & relief management teams

Mostly flowing from a preparedness planning group, a team that is mobilised to deal with the immediate response & relief required during or immediately after major incidents and disasters. Will normally convene in the Disaster Operations Centre (see description below).

Status: The preparedness planning group for each hazard will detail how the activation of a joint response and relief management team for that specific hazard will be managed, and who will form part of the team.

2.2.9 Recovery & rehabilitation project teams

These are project teams managing recovery and rehabilitation after disasters, mostly on a project-management basis. Disaster recovery and rehabilitation must focus on risk elimination or mitigation. Departments who are responsible for the maintenance of specific infrastructure are also responsible for the repair or replacement of such infrastructure after disasters.

Status: The preparedness planning group for each hazard will detail how the activation of recovery and rehabilitation project teams for that specific hazard will be managed, and who will form part of the teams.

2.2.10 Stellenbosch Disaster Management Communications Centre

This is the centre providing 24-hour emergency and essential services contact points to the public within the municipal area. The Centre is responsible for day-to-day emergency response by municipal departments and for the establishment of strategic communication links. Stellenbosch Fire and Rescue Services Control Centre will liaise closely with the Emergency Control Centres / Groups of the local municipalities and other stakeholders within the Stellenbosch Municipality on an on-going basis.

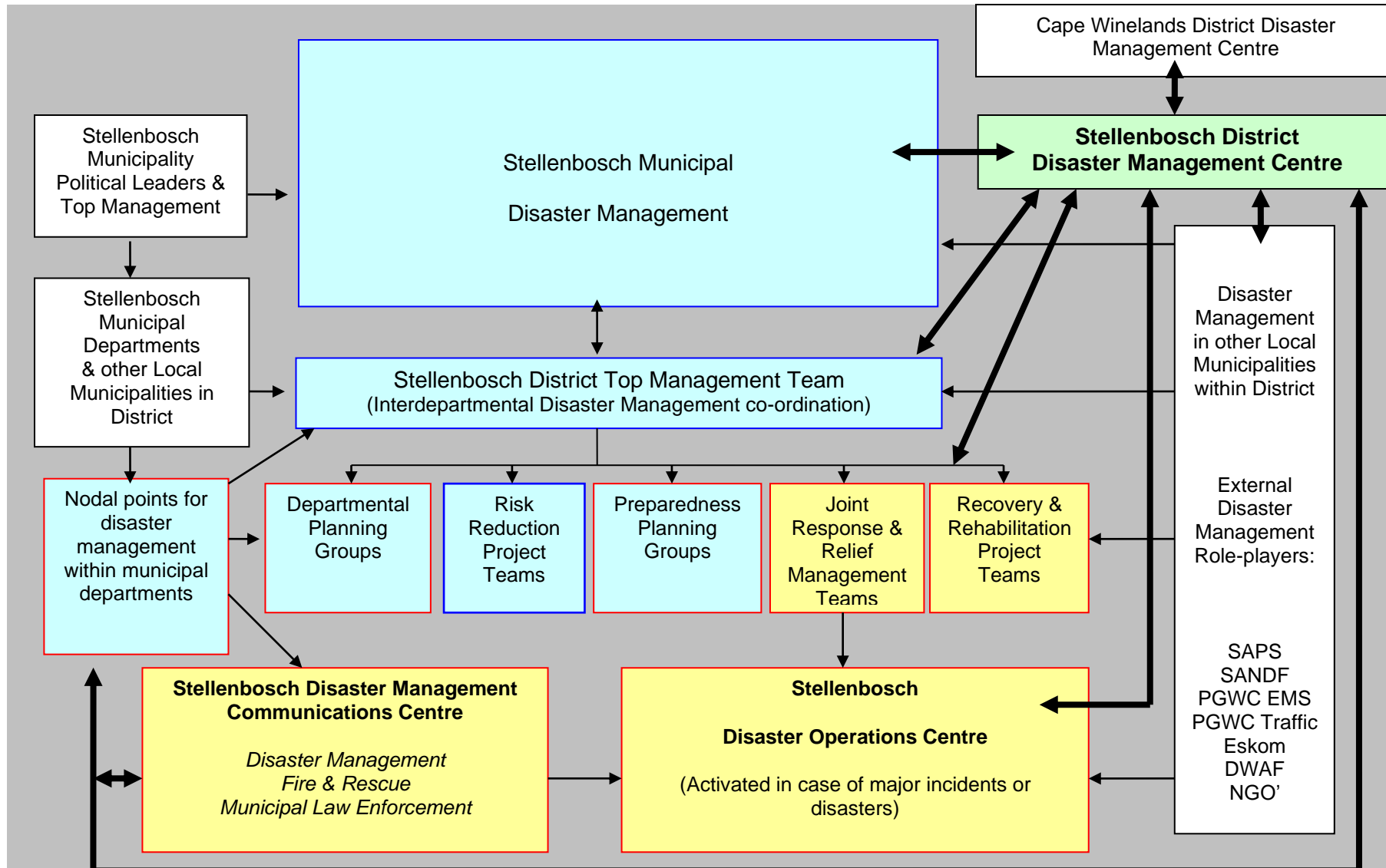
Status: Stellenbosch Disaster Management maintains a fully staffed and resourced municipal Fire and Rescue Services & Law Enforcement Control Centre, and if required, collaborate with other agencies to maintain 24-hour per day, 7 days per week public emergency call-taking capacity.

2.2.11 Stellenbosch Disaster Operations Centre (DOC)/Joint Operations Centre (JOC)

Stellenbosch Municipality does not have a dedicated facility equipped to serve as command and coordination centre during disasters, where the joint response & relief management team will convene. Alternative facilities should be identified as back-up to the primary DOC. The term JOC for Joint Operations Centre can also be used for this facility.

Status: Stellenbosch Disaster Management has a well-established and maintained Fire and Rescue Services & Law Enforcement Control Centre for activation.

Figure 2: Municipal Disaster Management Structure (Can be collapsed into fewer elements if less complexity is required)

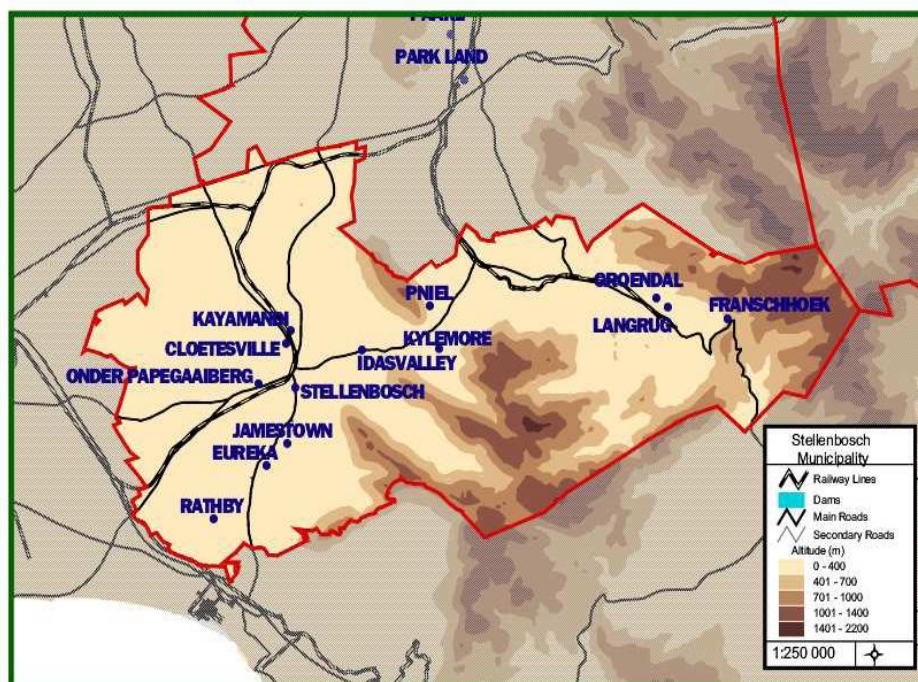


3. RISK ASSESSMENT

3.1 Background

Disaster Risk Assessments is a tool used to determine the risks affecting a community. A risk assessment is a methodology to identify and determine the nature and the extent of a risk by analysing potential hazards and evaluating existing conditions of vulnerability. These conditions could have a negative impact or potentially harm; exposed people, property, services, livelihoods and the environment on which they depend.

Risk assessments will be used to inform the Stellenbosch Municipality's Disaster Management and Integrated Development Plans.



3.2 Legal Requirements

Section 53(1) of the Disaster Management Act, 57 of 2002 as amended in 2015 (Act no 16 of 2015), states that:

'Each municipality must –

- (a) conduct a risk assessment for its municipal area;*
- (b) identify and map risks, areas, ecosystems, communities and households that are exposed or vulnerable to physical and human-induced threats.'*

Key Performance Area 2 of the National Disaster Management Framework of 2005 explains that disaster risk assessments are essential for:

- Effective disaster risk management and risk reduction planning;
- Sustainable development planning;
- Shaping and focused disaster risk reduction programmes for specific threats;
- Identifying high risk periods and conditions.
- Activating preparedness and response plans

3.3. Aim

Stellenbosch municipality in collaboration with Cape Winelands District municipality conducted an all ward-based risk assessment for the WC024 area. The aim of conducting a risk assessment in this way is to enable ward councillors to take ownership of the identified risks in their respective wards and to ensure that these risks are addressed during their term of office.

As the environment is dynamic and constantly changing, so are the risks that affect our communities. In the period since the risk assessments took place, some of these risks would have been addressed by projects implemented by municipalities, however, new risks might have also emerged. Therefore, it is necessary to regularly review the risk assessments.

3.4 Data collection methods

During the risk assessment, all relevant role players and the community were consulted in order to gather information concerning the risks that they are facing. This was done in the following way:

- 1) Meetings were held with officials from relevant departments operating within the Stellenbosch Municipal area.
- 2) Focus group consultations took place with Ward Councillors and the Ward Committee members of each Ward.
- 3) Community workshops were held in each ward. These group meetings provided an opportunity for the community members residing in that ward to provide information regarding the hazards affecting their communities.
- 4) A community sample survey was also conducted per ward with the purpose of reaching a broader community input.

Several risks were identified during the consultation sessions with the local municipal officials and community members.

3.5 Priority risk identification

Several risks were identified during the consultation sessions with the local municipal officials and community members. However, six risks were identified by the Director of Community Services of Stellenbosch Municipality to be high priority risks.

These priority risks include:

A. Inability to control urbanisation

“Urbanisation – the increase in the number of people living in towns and cities, resulting in the growth of urban populations.”

Several disadvantages occur with rapid and unplanned urban growth. These disadvantages include but are not limited to; poor infrastructures/inadequate housing, water and sanitation, waste disposal and pollution, transport and health care services.

B. Increased poverty and unemployment

According to the IDP and the latest annual report Stellenbosch Local Municipality has a total population of 186 274, of whom 9,9% are unemployed. Youth unemployment rate is said to be 21.5% (Statsa). Poverty and unemployment directly correlate with the quality of life of the members of the community.

C. Access to basic services

Basic services include water, sanitation, refuse removal and electricity.

Total percentage of Stellenbosch population with access to basic services:

Flush toilet connected to sewage:	90,9 %
Weekly refuse removal:	71%
Piped water inside dwelling:	98,5 %
Electricity for lighting:	98,1%

The lack of basic services results in major personal and environmental health concerns. Lack of formal electrical infrastructure also results in structural fire risks within the informal settlements.

D. Safety and security

Human-induced hazards such as crime (which includes theft, robbery, rape, and murder), gangsterism, alcohol and drug abuse remain one of the top hazards in most wards within the Stellenbosch municipal area.

E. Poor/no electricity

Inadequate electricity supply is a result of cable theft, but also the continuing population growth – specifically within the informal settlements. Increased population growth leads to the increased erection of informal structures which requires electricity. In most cases, the electricity is obtained illegally through illegal electrical connections.

Cable theft is becoming more common in larger parts of South Africa and Stellenbosch municipal area is not excluded from this phenomenon. This hinders the operations of businesses, households and transportation systems.

F. Illegal dumping

Illegal dumping poses great environmental health risks. Not only are these locations from where infectious diseases spread, but it also attracts unwanted pests such as cockroaches, mice and rats. In most cases, illegal dumping occurs in highly populated informal settlements and due to a lack of proper and frequent waste disposal.

3.6 Synopsys of all identified risks per ward

Ward	Priority Risks	Ward specific risks
1	A, B,C,D,E, F	Crime, illegal electricity cables, localised flooding due to blocked storm water, traffic accidents, human diseases, water pollution, flooding and veld fires
2	A, B,C,D,E, F	Drug abuse, illegal electrical cables, domestic waste water pollution, localized flooding, structural fires, traffic accidents, veld fires
3	A, B,C,D,E, F	Crime, illegal electrical connections, localized flooding, traffic accidents, drug abuse, solid waste pollution, alcohol abuse and FAS, ,structural fires, traffic accidents, animals, pests, water pollution, veld fires.
4	A, B,C,D,E, F	Drug abuse, crime, domestic solid waste and domestic water pollution, alcohol abuse and FAS ,structural fires, traffic accidents, human disease, animals, water pollution, veld fires,

5	A, B,C,D,E, F	Drugs, gangsterism, crime, domestic solid waste and domestic water pollution, open water source, alcohol abuse, traffic accidents, animals, human disease, pests, water pollution, drought,, veld fires
6	A, B,C,D,E, F	Drug abuse, crime, illegal electricity, domestic solid waste and domestic water pollution, alcohol abuse and FAS, road accidents, animals, water pollution, drought, veld fires
7	A, B,C,D,E, F	Crime, domestic waste water, traffic accidents, high risk installations, animals, water pollution, riverine flooding, ough, veld fires.
8	A, B,C,D,E, F	Drug abuse, gansterism, protests, crime, domestic waste pollution, alcohol abuse and FAS, localized flooding due to blocked drains, traffic accidents, human disease, riverine flooding, drought, windstorms, veld fires.
9	A, B,C,D,E, F	Drug abuse, gansterism, public unrest, crime, localized flooding due to blocked storm water drains, traffic accidents, human disease, pests, water pollution, drought, wind storms Domestic solid waste pollution, alcohol abuse and FAS,
10	A, B,C,D,E, F	Crime, gangsterism, localized flooding due to blocked storm water drains, traffic accidents, human disease, water pollution, pests, windstorms,
11	A, B,C,D,E, F	Drug abuse, public unrest, crime, domestic solid waste pollution, domestic water pollution, Alcohol abuse and FAS, structural fires, animals, pests, water pollution, drought, wind storms, veld fires,
12	A, B,C,D,E, F	Drug abuse, crime, illegal electricity connections, domestic solid waste pollution, domestic waste water pollution, open water sources, alcohol abuse and FAS, localized flooding due to blocked storm water systems, informal settlement fires, high risk installations, human disease, animals, pests, water pollution,
13	A, B,C,D,E, F	Drug abuse, gangsterism, crime, illegal electricity cables, domestic waste water pollution, domestic solid waste pollution, open water source, alcohol abuse, localized flooding due to blocked water drains, structural fires, traffic incidents, train accidents, human disease, pests, water pollution, drought
14	A, B,C,D,E, F	Crime, illegal electricity cables, domestic waste water pollution, alcohol abuse and FAS, localized flooding due to blocked drains, structural fires, human disease, pests, water pollution
15	A, B,C,D,E, F	Drug abuse, crime, domestic solid waste pollution, domestic waste water pollution, alcohol abuse and FAS, fires due to lack of electricity ,human disease, animals, pests,

16	A, B,C,D,E, F	Gangsterism, crime, illegal electricity connection, domestic solid waste pollution, domestic waste water pollution, informal settlement fires, train accidents, human disease
17	A, B,C,D,E, F	Crime, gangsterism, drug abuse, illegal dumping, localized flooding due to blocked drains, animals, human disease,
18	A, B,C,D,E, F	Drug abuse, gangsterism, xenophobia, crime, illegal electricity cables, domestic waste water pollution, domestic solid waste pollution, alcohol abuse and FAS, localized flooding due to blocked drains, structural fires, traffic incidents, train accidents, human disease, animals, pests, veld fires,
19	A, B,C,D,E, F	Drug abuse, gangsterism, crime, domestic solid waste pollution, domestic wastewater pollution, structural fires due to lack of electricity, traffic and train incidents, animals, water pollution, drought
20	A, B,C,D,E, F	Drug abuse, public unrest, crime, illegal electrical cables, domestic solid waste pollution, domestic wastewater pollution, alcohol abuse and FAS, traffic accidents, dam failure, human diseases, drought, veld fires.
21	A, B,C,D,E, F	Crime, illegal electricity cables, domestic solid waste pollution, structural fires, traffic accidents, transportation of hazardous materials, human disease, pests, water pollution, drought, veld fires
22	A, B,C,D,E, F	Crime, traffic accidents, veld fires

3.7 COVID-19

COVID-19 was first reported in China, but it has now spread throughout the world. The disease spreads from person to person through infected air droplets that are projected during sneezing or coughing. It can also be transmitted when humans have contact with hands or surfaces that contain the virus and touch their eyes, nose, or mouth with the contaminated hands. As the virus spread globally South Africa and Stellenbosch were not spared. The numbers are ever increasing as we still find ourselves in the midst of the pandemic.

A national state of disaster was declared by the President on 15 March 2020 and the entire country was subsequently put in various stages of “lockdown” - from alert level 5 to the current level one, each level with supporting regulations.

The Provincial Disaster centre was activated which in return propelled local municipalities, via the District forums, into action. All the local municipalities and other external role-players meets regularly under the umbrella coordinating body of the CWDM and a district wide strategy against the Covid-19 spread was formulated. (Also see Appendix 1.3)

3.7.1 Risk Adjusted strategy

As the government gradually started with the easing of the lockdown restrictions from level 5 to level 1 to allow for more activity, the municipality also followed suit by means of its risk adjusted strategy (appendix 1.4). During each level of lockdown Council's operational and service delivery responses were adjusted to allow for more activity. A risk adjusted strategy was formulated and approved which provided clear guidelines in terms of Council delegations, the rendering of essential services and work place readiness. It also resulted in the revision of our risk register and the inclusion of Covid-19 as a strategic risk for Council. A Covid-19 risk register was subsequently developed which reflects the pending risks and also the mitigating strategies against these risks.

3.8 Risk Profile of the Stellenbosch Municipality

Risks represent significant uncertainties about outcomes. Any uncertainty may be measured in two dimensions - the likelihood of the risk event occurring and the extent of the consequences if it were to occur.

Risk analysis generally involves the assignment of an overall risk rating to each of the risk events identified by following these steps:

- **Analyse inherent risk** - What is the likelihood and consequence of a risk event if it were to occur in an uncontrolled environment?
- **Identify and evaluate controls** - What existing controls are in place to address the identified risk and how effective are these controls in design and operation?
- **Analyse residual risk** - What is the likelihood and consequence of a risk event if it were to occur in the current control environment?

The following risks were identified within the geographical area of Stellenbosch:

Risk	
1.	Aircraft incidents
2.	Chemical spills: Hazmat incidents
3.	Chlorine stations
4.	Climate change (High/Strong winds, Heat-waves, Cold fronts)
5.	Communicable disease: COVID-19 Pandemic, (H1N1 Influenza, Ebola)
6.	Dam Wall Failure
7.	Drought
8.	Environmental pollution: (Air, Water, Ground contamination, Pest infestation)
9.	Erosion
10.	Explosive storage: (Fuel, Gas)
11.	Fire – Veld & Runaway Fires

12.	Floods
13.	Infrastructure Decay
14.	Insufficient hydrants
15.	IT – Failure of system: Access to info
16.	Poverty
17.	Power failure
18.	Rock Falls
19.	Seismic hazards
20.	Service disruption (Electricity, Sewerage an drainage, Solid waste management, Water supply)
21.	Strikes / Social conflict
22.	Transport incidents (road, railway accidents)
23.	Tree fell

The above lists illustrate the types of disasters that pose the highest risks within the area of the Stellenbosch Municipality and their possible effects.

The communities at risk can be derived from the risk lists, and are also shown in the risk assessment that was conducted for the area. More detailed risk descriptions, inclusive of hazards, vulnerability and capacity descriptions, are available in the original risk assessment document.

3.8.1 Rating a risk

Risk rating in the process by assessing the risks involved in the daily activities of the organization whereby they are classified accordingly (Table 1 below).

Risk rating	Description
Severe	<ul style="list-style-type: none"> - Intolerably high risk and is a disaster in the making. - Urgent risk reduction interventions required; preparedness, response plans.
Major	<ul style="list-style-type: none"> - High risk. - Combination of risk reduction interventions and preparedness plans. - These plans must be implemented.
Moderate	<ul style="list-style-type: none"> - Medium risk which needs to be monitored and considered for development. - Implementation of risk reduction and preparedness plans.
Minor	<ul style="list-style-type: none"> - Tolerable risk but should be monitored.

These identified hazards will then be rated accordingly. These will enable the organization to effect or adopt control measures to reduce or eliminate the risk further.

Where frequency of exposure is an important consideration. The following may be appropriate.

Risk Rating			Assessed Band
Likelihood	Severity of Injury	Frequency	
1. Unlikely	1. Minor Injuries	1. Irregular	1-3. Minimal Risk – Maintain Existing Measures
2. Feasible	2. Serious Injuries	2. Occasional	4-10. Low Risk – Review Measures
3. Probable	3. Major Injuries	3. Frequent	11-20. Medium Risk – Improve Measures
4. Inevitable	4. Death	4. Continuous	21 + High Risk – Improve Measures Consider Stopping Work
To establish Risk Rating multiply “Likelihood” by the “Severity” by the “Frequency”			

4. DISASTER RISK REDUCTION PLANS

Disaster risk reduction plans providing for prevention and mitigation strategies have been compiled through a participative process and have not been vetted or submitted to feasibility studies.

These plans outlined in this document and its annexures which are implementable must be considered for inclusion within the IDP projects of the municipality and if included must be budgeted for in terms of the operating and capital budgets of the municipality. Each project should be evaluated to determine which municipal department can lead its implementation. When a lead department is assigned through consensus in the DMAF, such a lead department must manage all planning and budgeting processes for said project. The Disaster Management department of the Stellenbosch Municipality must assist in this regard.

Where the proposed project falls outside the mandate of the municipality, the municipality should establish a lobbying and monitoring mechanism to motivate the need for the project in the correct governmental or societal sector and to track progress on the project. It is anticipated that many projects will need to be executed on a partnership level, and in such cases the department of the municipality responsible for service delivery partnerships should take the lead with support from the Stellenbosch Disaster Management Centre.

4.1 Risk reduction plans for the Stellenbosch Municipality

Risk reduction project proposals for priority risks are listed in the attached risk reduction plan document.

4.2 Risk reduction capacity for the Stellenbosch Municipality

The organisational structure for risk reduction within the municipality includes Stellenbosch Disaster Management, the Disaster Management Advisory Forum, the top management team of Stellenbosch Municipality, the nodal points for disaster management within municipal departments within the municipality, departmental planning groups, risk reduction project teams and preparedness planning groups. See **Figure 2: Municipal Disaster Management Structure** on page 13.

The total structure of the municipality, with every member of personnel and every resource should also be committed to disaster risk reduction. On-going capacity building programmes will be required to ensure the availability of adequate capacity for risk reduction.

5. PREPAREDNESS PLANS

Preparedness plans are compiled in order to enable fast and efficient response to predicted and unpredicted emergencies. In case of an emergency, the user of this document should immediately turn to the attached preparedness plan for guidelines on managing response.

5.1 Preparedness plans of the Stellenbosch Municipality

Risk-specific preparedness plan proposals for priority risks are listed in the attached preparedness plan document, along with a standard response procedure for Disaster Management. The risk-specific preparedness plans have been compiled through a participative process.

5.2 Preparedness capacity for the Stellenbosch Municipality

The organisational structure for preparedness within the municipality includes Stellenbosch Disaster Management, the Disaster Management Advisory Forum: Cape Winelands District Municipality, the top management team of the Stellenbosch Municipality, the nodal points for disaster management within municipal departments within the municipality, departmental planning groups, preparedness planning groups, Joint Response & Relief Management Teams, Recovery & Rehabilitation Project Teams, and the Stellenbosch municipal Fire and Rescue Services Control Centre. See **Figure 2: Municipal Disaster Management Structure** on page 13.

The total structure of the municipality, with every member of personnel and every resource can potentially form part of preparedness capacity. On-going capacity building programmes will be required to ensure the availability of adequate capacity for disaster preparedness.

The Stellenbosch Fire and Rescue Services Control Centre are responsible for the operational procedures associated with day-to-day operational response to emergencies by municipal departments.

The Stellenbosch top management team are jointly responsible for the emergency management policy framework and organisation that will be utilized to mitigate any significant emergency or disaster affecting the municipality.

6. RESPONSE & RECOVERY

During response and recovery operations the relevant disaster preparedness plans of the municipality will be executed by the disaster management structures.

6.1 Response Procedure

During Disaster Response the Unified Command approach will be implemented and the Western Cape Disaster Preparedness Response and Relief Plan (DPRRP) will be utilised. The duplication of the DPRRP inside this plan would constitute unnecessary duplication and therefore the DPRRP is seen as a reference document, while the response and relief procedure from the DPRRP will be summarised here for quick reference. The basic steps and actions of the response and relief management procedure are summarised below.

Table 2: Steps in the response and relief procedure

Number	Steps	Components
6.1.1	Notification and Activation	Detection Mobilisation
6.1.2	Rapid Assessment	
6.1.3	Response management structure	Structures to coordinate response Flexible organisation Standardised terminology Tactical incident structures On-site incident coordination point Joint incident management team Determining primary role players for incidents Communications
6.1.4	Re-Assess	Resources Hazard Situation
6.1.5	Objectives	
6.1.6	Plan of action	Planning
6.1.7	Implementation	Monitor / evaluate / review
6.1.8	Strategic response management structure	JOC

6.1.9	Monitor/evaluate	Observing of principles
6.1.10	Close incident	
6.1.11	De-mobilise	Returning to normality
6.1.12	Complete review	Post mortem
6.1.13	Corrective actions	Lessons learned and recommendations

This procedure is compatible with KPA 4 of the SA National Disaster Management Framework

6.1.1 Notification/activation

During the notification phase, it must be ensured that management and operational staff are informed and mobilised as speedily and effectively as possible. To facilitate the foregoing, it is imperative that 24-hour duty and standby rosters are kept current and available at the 24-hour communication facilities for the PDMC and all service communications centres that have an emergency and/or Disaster response role in the Province.

Such call-out lists must indicate the first response mobilisation and 2nd line responders clearly.

It is therefore necessary to design Standardised response procedures and protocols for specific incidents and also consider variables such as season, time of day etc.

6.1.2 Rapid Initial Assessment

The basis for any effective response is the initial rapid, but accurate on-scene assessment of the situation i.e. nature of the hazard, resource requirements, immediate threats to people, property and the environment, magnitude and boundaries of current and possible future impacts, and to be able to communicate this information in a predetermined standardised format.

Rapid and effective response can also be facilitated if a standardised initial report-back includes response suggestions and needs. The rapid initial assessment must be as accurate as possible with accurate predictions of what may still occur.

6.1.3 Establish response management structure

Once the initial response has been affected and services arrive on the scene the process for the implementing of the secondary response must be initiated as soon as possible. This response must be based on the needs received from the scene as a result of the rapid assessment.

This response must build on existing response levels and strengthen the deployments and actions on scene.

- **Structures to coordinate response**

The establishment of a structure to manage, co-ordinate and integrate response actions at the scene of an incident is imperative and a priority for all services involved at an incident. Such a basic structure should be contained in a “Standardised incident management plan” agreed to beforehand by all role-players.

There are a number of essential elements to the structure and principles, which should be observed at all times;

- **Flexible organisation**

The composition of the organisation must be adapted to the size, magnitude and nature of the incident. The organisation must be adapted (increased or decreased) as circumstances dictate.

- **Standardised Terminology**

All services must be informed and be familiar with the organisation and terms used by services, which may be involved in an incident.

- **Tactical Incident Management facilities / structures**

As part of the management structure, there are a number of essential facilities / structures, which may need to be established at the scene of an incident, these can include:

- Outer perimeter / cordon / public exclusion zone.
- Inner perimeter.
- Establishing a landing zone.
- Staging area.
- Incident command post.
- Casualty clearing post.
- Information point / media liaison.
- Communications network.
- Access control to incident site and emergency infrastructure.

The above elements are described in further detail in the disaster response activities and their action steps.

- **On-Site Incident Coordination Point**

This is an on-scene facility where tactical decision-making and control of inter-disciplinary co-ordination takes place. Also known as Incident Command Post (ICP), On-site JOC / Forward Control or Command Post (FCP).

This is the single point of command for all on-site operations during the response phase of an emergency and will be located at an appropriate location at or near the scene of the emergency, normally within the outer perimeter.

The incident Commanders / Managers from key response agencies will operate under Unified Command to co-ordinate incident operations.

- **Joint Incident Management Team / Unified Command**

One of the main objectives to ensure effective on-scene management of services is to establish a “Unified Incident Management” system. This system allows for a structure whereby overall incident objectives and strategies can be formulated.

In incidents involving multiple jurisdictions, a single jurisdiction with multi-agency involvement, or multiple jurisdictions with multi-agency involvement, unified command allows agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively without affecting individual agency authority, responsibility, or accountability.

In this regard it is important that the representatives be suitably mandated and takes full responsibility and charge of its service at that level. It will ensure that the agreed upon operational plan and integrated tactical strategies are implemented by making optimum use of available resources. It is normally structured to facilitate activities in five major functional areas:

- command,
- operations,
- planning,
- logistics, and
- finance and administration.

This organisation should also include the following elements depending on the situation;

- Safety.
- Media / public liaison – information.
- Liaison – supporting agency / jurisdiction liaison (DisMan well-placed for this).

Depending on the situation the estimated duration of the incident must be established in order to plan the need for the rotation of staff and to plan meals, etc.

- **Determining the primary role-player for an incident or activity**

If a situation occurs where there is no immediate agreement between parties regarding who should be the primary role-player in a specific emergency situation, the DRRP contains a procedure that should be followed.

- **Communications**

For Provincial communication networks and structures see the main document to which this document is an annexure.

6.1.4 Re-assess

The first very important step after the Joint Incident Management Team has been established is for them to re-assess the situation. During this process, there are three aspects which must be addressed.

- **Re-assess Resources**

The team need to establish:

- present deployment and how effective it is;
- possible further immediate, medium and long-term resource needs.

An analysis of special equipment and services and needs must be done at this stage.

When evaluating the mobilising of additional resources the following needs must be taken into account;

- The type of human resources required i.e. skills and type of tasks to be performed.
- What equipment and supplies is required and which must come first (Priorities).
- Who will be responsible for the control of essential supplies?
- Which essential services are required and/or should be restored first (Priorities).
- Observe and ensure that supply chain management / logistics are complied with (Accountability).
- Possible invoking of mutual aid arrangements and/or other formalised agreements.

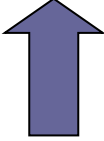

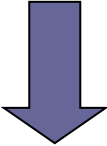
- **Re-assess Hazard**

A thorough analysis of the potential impact of the hazard must be made. In this regard the following should be assessed;

- Present impact.
- Potential hazard impact (worst case scenario).
- Also think beyond present situation.
- Obtain specialist input.
- Consider implementation of risk specific plans.

- **Re-assess Situation**

In this regard the following aspects must be carefully analysed and assessed;

<p>Look up - Establish present weather and get prediction for next 24 hours. It is important to look at the impact of the weather may have on the situation and what short and long term – changes may are predicted.</p>	
<p>Look around - Look at the topography and natural environment and establish what effect it would have on the hazard behaviour and impact</p>	
<p>Look down - Look at the built environment, the natural environment and the economic activities and establish how the hazard can possibly affect these activities. It is also important to consider/establish land owner and type of facility – e.g. key points being affected.</p>	

Do a complete evaluation to establish the severity and implications of the problem (direct and indirect implications)

6.1.5 Establish incident management objectives

Once the re-assessment has been completed the team should decide on the incident management objectives, and the following should receive attention;

- Broad statement of intent
- Think strategically
- Determine priorities
- Ensure public protection and secure affected area

It is important that emergency worker and public protection be observed throughout the process of setting objectives.

6.1.6 Plan of action

Once the incident management objectives are complete a well framed and well prepared plan of action is essential for the effective execution of the operation.

To plan effectively the following should be considered;

- Situational analysis (Clearly mapped)
- Resource status and response levels (Accurate recording)
- Think of worst case scenario (Think ahead)
- Plan for all phases (response, relief, recovery, rehabilitation and reconstruction)
- Decide on key objectives and responsibilities
- Consult with external organisations

- Protective actions (Response activities)
- Protective action strategies (Response management strategies)
- Incident Communication planning (Radios, IT, Public and Media)
- Develop alternatives (think beyond the normal)
- Review alternatives
- Decide on plan of action

6.1.7 Implementation

Once a decision has been made on the plan of action the plan must be communicated clearly to all role-players. In this regard, the following should receive particular attention;

- Communicate objectives, responsibilities, and timeframes clearly.
- Action tasks clearly and to specific services and/or sections
- Motivate staff and support implementation throughout.

6.1.8 Strategic Response Management Structure

- **Disaster Operations Centre/Joint Operations Centre**

The Disaster Operations Centre is an off-site, centralised facility, which is provided by the Provincial or Municipal Disaster Management Centre, where multi-disciplinary co-ordination and strategic decision-making takes place. It is a fully equipped dedicated facility within the Western Cape Provincial Disaster Management Centre.

For the purpose of multidisciplinary strategic management of response and recovery operations, this facility must be capable of accommodating any combination of emergency and essential services representatives, including all relevant role players and stakeholders identified in response and recovery plans.

This facility must be activated when a local, provincial or national disaster occurs or is threatening to occur.

The Disaster Operations Centre may be activated immediately upon receipt of information of a specific type of incident, or may be activated upon request or advice of the joint incident management team(s) at the scene of the incident(s).

- **Initial Strategic Situation Analysis**

Once the initial activation has taken place the following should take place;

- Convene meeting in the JOC
- Review situation on available information
- All possible role-players must be identified and mobilised if not yet present.
- Identify and appoint incident co-ordinator
- Ensure all services required have been activated and are responding to their areas of responsibility

- Compile initial situation report for distribution to all stakeholders, internal and external.
 - Establish public notification needs.
 - Establish public safety advisory needs
 - Generate media release for public communication
 - Monitor, assess and support services on-scene
 - Establish possible resource needs
 - Evaluate resources available vs. resources possibly required
 - Establish availability of resources, consult database
 - Establish possible need for invoking mutual aid agreements and do initial notifications of possible support required
 - Monitor, re-assess and adapt strategy
- **Structures to provide relief**

Additional off-site structures may need to be established to provide relief, these could include

- Mass Care centres
- Victim information centres
- Reconciliation areas (where victims and their friends / family can be reunited)
- Data processing centres
- Media briefing facilities
- Counselling facilities
- Animal holding areas

6.1.9 Monitor/Evaluate

The successful implementation and execution of any plan is very dependent on sustained and effective monitoring and evaluation of its effectiveness. This must be ensured by observing the following principles;

- To constantly receive and evaluate feedback reports from line departments.
- To regularly direct requests and ask questions.
- To take note of and observe status changes on an on-going basis.
- To analyse actions and anticipate problems/changes (be flexible).
- To regularly re-assess the situation and the effectiveness of actions and adapt strategies as circumstances dictate. Repeat process - Schedule meetings at specific agreed regular times.

6.1.10 Close incident & document

Once an incident has been effectively managed and services can return to normal operations, the following actions must be taken.

6.1.11 De- mobilise

Once the response to an incident is completed and there is consensus amongst all role-players that the point has been reached for services to stand-down from the incident and to return to their normal activities, the demobilisation phase is reached.

Ensure that all services have received de-mobilising orders and are reporting to their work stations.

6.1.12 Complete Review (Post Mortem)

After each incident, copies of all messages, reports and incident logs of all services must be submitted to the PDMC for joint analysis and review.

There must be a formal and structured critical review of all actions and all findings and/or areas of concern must be recorded and included in a report with the necessary recommendations and/or corrective actions to improve response in future.

6.1.13 Corrective actions

Corrective action plans must be drawn up and are designed to implement changes that are based on lessons learned and recommendations made from reports and reviews after actual incidents or from training and exercises.

Such actions and recommendations must include time frames and deadlines for implementation.

6.2 Declaration of a state of disaster and disaster classification

It is advisable that the Stellenbosch Municipal Council adopts a formal policy for the declaration of a local state of disaster. Such a policy will replace this section of the plan which provides a general description of issues surrounding the declaration of a state of disaster.

When a disastrous event occurs or is threatening to occur in the area of the municipality, the DMC / Section will determine whether the event is a disaster in terms of the Act, and, if so, the Head of the Centre will immediately

- initiate efforts to assess the magnitude and severity or potential magnitude and severity of the disaster;
- alert Disaster Management role players in the municipal area that may be of assistance in the circumstances;
- initiate the implementation of the disaster response plan or any contingency plans and emergency procedures that may be applicable in the circumstances; and
- inform the National Disaster Management Centre and the Western Cape Provincial Disaster Management Centre via the Cape Winelands District Disaster Management Centre of the disaster and its initial assessment of the magnitude and severity or potential magnitude and severity of the disaster.

When informing the National Centre and the Western Cape Provincial Disaster Management Centre via the Cape Winelands DMC the Stellenbosch Disaster Management Centre may make recommendations regarding the classification of the disaster as may be appropriate.

Irrespective of whether a local state of disaster has been declared or not, the municipality is primarily responsible for the co-ordination and management of local disasters that occur in its area.

Whether or not an emergency situation is determined to exist, municipal and other agencies may take such actions under this plan as may be necessary to protect the lives and property of the inhabitants of the municipality.

Declaration of a local state of disaster: In the event of a local disaster the municipal council may by notice in the provincial gazette declare a local state of disaster if existing legislation and contingency arrangements do not adequately provide for the municipality to deal effectively with the disaster; or other special circumstances warrant the declaration of a local state of disaster.

If a local state of disaster has been declared, the Council may make by-laws or issue directions, or authorise the issue of directions to:

- Assist and protect the public;
- Provide relief to the public;
- Prevent or combat disruption; or
- Deal with the destructive and other effects of the disaster.

7. TESTING AND REVIEW OF THE PLAN

The municipality will regularly review and update its plan, as required by Section 48 of the Disaster Management Act, 2002. The Disaster Management Advisory Forum shall be responsible for the review of the municipal disaster management plan on an annual basis.

Status: Stellenbosch Municipality Disaster Management Plan is reviewed on an annual basis.

8. REFERENCE DOCUMENTS

Cape Winelands District Municipality Draft Disaster Management Framework.

Cape Winelands District Municipality Community Based Risk Assessment, 2008.

Towards Disaster Management Plans for the Cape Winelands District Municipality (Hazard Identification, Vulnerability Assessment, and Risk Prioritisation), 2005

Sensitising document: Transport of Hazardous Materials in Bulk: SpoorNet, Undated.

Agricultural Disaster Risk Management: Agricultural Drought Management Plan, Department of Agriculture, Aug 2007.

Emergency Preparedness and Response Plan, Drakenstein Local Municipality, March 2009.

Contingency Plan, Metrorail Western Cape, October 2008.

Hospital Emergency Plans, Medi-Clinic – Worcester, Paarl

Hospital Emergency Plans, Western Cape Department of Health

Outbreak response team

Education: Principal each school is responsible. Plan per school. Unannounced visits and testing of emergency plans. Schools must have plans for when things go wrong with transport. Organized into circuits.

- a) Constitution of the Republic of South Africa, 1999.
- b) Disaster Management Act, 2002 (Act 57 of 2002)
- c) National Disaster Management Framework, 2005 (Government Notice 654 of April 2005: A Policy Framework for Disaster Risk Management in South Africa)
- d) Fire Brigade Services Act (Act 99 of 1997) as amended.
- e) Fund Raising Act (Act No 107 of 1978) (FRA)
- f) Local Government: Municipal Systems Act, 2000 (Act 32 of 2000).
- g) Major Hazardous Installations Regulations of the Occupational Health and Safety Act
- h) Road Traffic Act
- i) Social Assistance Act, 1992 (Act no 59 of 1992)

9. ANNEXURE A: DISASTER PREPAREDNESS GUIDELINES

NB: New risks and the resulting plans can be completed after the conclusion of the Risk Assessment and added as the plan is reviewed and updated.

9.1 Disaster Preparedness Plan: Fire

No	What must be done	Who must do it	Where it must be done	When it must be done	Why it must be done
1.	Inform Fire Services	First person to notice incident	Local authority fire call centre	Immediately	To respond resources
2.	Respond resources	Fire Services Control Centre	Local authority fire call centre	Immediately	To limit impact
3.	For facilities: Activate facility fire teams	Facility manager or as per plan	Facility manager's office	Immediately when the incident is reported	To contain situation
4.	For facilities: Fire team to extinguish small fires	Trained fire team	At the point of incident	ASAP	To prevent / minimize the chance of the fire spreading
5.	For facilities: Evacuate facility	Evacuation teams / SAPS / Fire	At facility	ASAP	To prevent injury/deaths
6.	For facilities: Check the name list of all evacuated people	Trained control team	At specific control points (assembly areas) outside the building / facility	ASAP after evacuation	To ensure everyone is out of the building / facility
7.	Assess Situation	First Responders on scene	At scene	On arrival	To determine needs
8.	Request additional resources	First Responders on scene	From scene through local authority fire call centre	After assessment	To manage situation
9.	Implement appropriate emergency intervention	First responders on scene	At scene	On arrival	To protect life and property and neutralize any impacting hazard
10.	Setup command post	Senior officer on site	Safe area on site	Immediately	To plan and implement correct immediate responses

No	What must be done	Who must do it	Where it must be done	When it must be done	Why it must be done
11.	Establish incident management plan per service	Services on scene	On scene	ASAP	To effect appropriate immediate response and relief actions
12.	Assess impact	Services on scene	On scene	Immediately	To determine future relief and recovery actions
13.	Notify Disaster Management team of major incident	Services on scene / Senior officer on scene	From command post	As soon as required	To facilitate multi-disciplinary co-ordination and major incident management support
14.	Crowd and traffic control	SAPS, Traffic, Law Enforcement, Private security if appropriate	Around scene	Immediately	To control people and traffic at the incident
15.	Assemble joint incident management team	Senior representatives of all services on scene	At appropriate single command post, in case of fire incident preferably at fire command post	Immediately once more than one service working on scene	To ensure multi-disciplinary coordination that enables effective response and relief
16.	Design joint incident action plan	Joint incident management team	Command post / FCP	ASAP	To manage situation
17.	Implement joint plan of action	Joint incident management team	On scene	ASAP	To normalize situation
18.	Seek missing people	Search team/ Fire/ EMS/ SAPS	Through the whole building / facility / affected area	ASAP once missing people have been reported	To rescue missing persons
19.	Treat injured people	Trained first aid team/ EMS / Fire	At the first aid post / triage area	Immediately when injury is reported	To treat injuries
20.	Inform next of kin of injured people	Facility manager / SAPS / EMS	At the facility manager / director's office / from scene	Immediately when injury is reported	To inform family members of the conditions of the injured relative and how to reach them
21.	Monitor actions	Joint incident management team	On scene	Ongoing during incident management	To ensure effective planning and execution

No	What must be done	Who must do it	Where it must be done	When it must be done	Why it must be done
22.	Area /Facility clean-up	All services	On site	On completion of rescue/ immediate emergency actions	To prevent further incidents/ environmental impacts
23.	On-site inspection	EMS/ Traffic/ Fire / SAPS forensics	On scene	On completion of emergency actions	To ensure site is safe for use again
24.	Stand down	All services	On scene	Once site is declared safe	To normalize services operations
25.	De- brief	All role-players	Pre-determined venue	Within one week	To evaluate actions and improve future response
26.	Update plans and procedures	All role-players	At service HQ	ASAP	Effective service delivery

9.2 Disaster Preparedness Plan: Flooding

No.	What must be done	Who must do it	Where it must be done	When it must be done	Why it must be done
1.	Notify response teams (Municipal engineering, SAPS, Fire, EMS, Dept. Water Affairs, SAWS)	Local Authority	24 Hour Call centre	Immediately	To activate response teams
2.	Activate response teams	Fire services, Disaster Management and Services Standby Teams	From locations/ standby positions	Immediately	To assess impact and actions required
3.	Identify affected and damaged area	Fire Services, Disaster Management and Services Standby Teams	In affected area	Immediately	To determine the extent of the damage in order to assess the affected area
4.	Determine impact	Disaster Management and Services Standby Teams	At affected area	Immediately	To determine the actions and level of response required
5.	Implement appropriate emergency intervention	First responders on scene	At scene	On arrival	To protect life and property and neutralize any impacting hazard
6.	Activate JOC	Disaster and senior management of all services / jurisdictions involved.	Fire services or alternative	Immediately if major flooding incident	To plan strategically and coordinate multi-disciplinary response, relief and rehabilitation
7.	Assess information	All services	JOC	Immediately	To plan actions
8.	Design plan of action	DM Co-ordination Team / JOC Team	JOC	After assessment	To facilitate response and relief
9.	Implement response actions	Disaster Management Team, Fire services, SAPS, EMS	Affected area	ASAP	To prevent injury / mortality and to provide basic needs / services
10.	Provide relief	Relevant Stakeholders	At affected area / relief center	After assessment	To minimize impact
11.	Mopping up	Relevant Stakeholders	Affected area	ASAP	To normalize community

No.	What must be done	Who must do it	Where it must be done	When it must be done	Why it must be done
1.	Assess possibility of further flooding	Disaster Management Team, SAWS	Entire area	Immediately	To minimize and/or prevent further disruption / damage
2.	Issue early warning to areas vulnerable to further flooding	Disaster Management Team, SAWS	Vulnerable areas	Immediately	To minimize and/or prevent further disruption / damage
3.	Institute recovery measures	CWDM DM, PDMC, Treasury, Relevant Departments	JOC	Once situation is under control	To restore normal activities in area
4.	Road closures	Municipality / Prov Traffic	On Site	ASAP	To prevent loss of life and property
5.	Communication with population of affected areas	Municipality / Media / Disaster Management / SAPS	On-site media liaison point / Media Centre close to JOC	ASAP	To prevent loss of life and property though public communication
6.	Arrange temporary accommodation	Municipality / Social services/ NGO's	Available venues	When needed	To provide temporary accommodation – emergency shelter
7.	Organize medical search parties	EMS / Fire & Rescue	On site	ASAP if people reported missing / unaccounted for	To treat medical cases
8.	Flood management	Department of Water Affairs	On site and downstream	ASAP	To manage the effects of the flood
9.	Rapid initial impact assessment	Municipal engineer and Provincial roads engineer	In affected area	Once flooding has subsided, if infrastructure damage suspected	To establish impact and immediate required repair to infrastructure as well as assistance required from province / national
10.	Priorities, plan and implement emergency repairs to infrastructure	Infrastructure owner	Areas with damaged infrastructure	ASAP – depending on prioritization and available resources	To restore critical and essential services

No.	What must be done	Who must do it	Where it must be done	When it must be done	Why it must be done
11.	Verification of impact assessment	CWDM DM, Province / NDMC / Contracted impact assessment team	Areas with damaged infrastructure	ASAP after rapid initial impact assessment	To quantify and verify infrastructure damage and repair / replacement cost in monetary terms

9.3 Disaster Preparedness Plan: Earthquake

No.	What must be done	Who must do it	Where it must be done	When it must be done	Why it must be done
1.	Notification and activation	Any person observing impact	Fire 24 hour control center	ASAP	To activate response teams
2.	Activate response teams	Fire 24 hour control center	LA 24 hour control center	ASAP	To assess and determine needs
3.	Activate JOC	DMC	DMC or appropriate alternative	ASAP	To co-ordinate actions
4.	Assess and establish the extent of the earthquake	Survivors and emergency services	In area	ASAP	To determine needs and strategies
5.	Collate info	JOC Team	JOC	ASAP	To determine priorities
6.	Determine evacuation needs	JOC Team	At affected areas	ASAP	To provide relief to affected people
7.	Establish plan of action	JOC Team	JOC	After initial assessment	To provide relief to affected people
8.	Arrange accommodation for evacuees	JOC Team	Identified halls and mass care centers	ASAP	To provide relief to affected people
9.	Treat injured people	EMS, Hospital and clinic staff	First Aid posts, hospital and clinics	ASAP	To treat injuries and prevent fatalities
10.	Arrange search and rescue	JOC Team	In identified areas	ASAP	To rescue trapped people and animals
11.	Arrange trauma counselling	JOC Team	Affected areas	ASAP	To assist all traumatized people
12.	Monitor and re-assess	JOC Team	Affected areas	After initial assessment and planning	To evaluate actions
13.	Adapt planning	JOC Team	JOC	ASAP	To facilitate normalization
14.	Arrange an infrastructure impact / damage assessment	JOC Team	Affected areas	ASAP	To create a report of damaged infrastructure and determine needs
15.	Establish a central call center	Local authority	Affected area	As needed	To address shelter / housing needs

No.	What must be done	Who must do it	Where it must be done	When it must be done	Why it must be done
1.	Set up satellite operation centers	Appointed site commanders	On site / in areas as required	As needed	To coordinate response
2.	Determine short, medium and long term needs	JOC Team	JOC	ASAP	To plan service restoration
3.	Develop reconstruction and redevelopment plans and strategies	JOC Team	JOC	ASAP	To normalize and resettle area
4.	Implement reconstruction program	JOC Team	Affected areas	After initial emergency response	To normalize and resettle area
5.	Monitor actions	JOC Team	JOC	Ongoing	To ensure effective planning
6.	Area cleanup	All services	Affected areas	On completion of rescue/ immediate emergency actions	To prevent further incidents/ environmental impacts
7.	On-site inspection	All services	Affected areas	On completion of emergency actions	To ensure area is safe for use again
8.	Stand down	All services	Deployment points	Once area is declared safe	To normalize services operations
9.	De- brief	All role-players	Pre-determined venue	Within one week	To evaluate actions and improve future response
10.	Update plans and procedures	All role-players	DMC	ASAP	Effective service delivery

9.4 Disaster Preparedness Plan: Infrastructure Failure

No.	What must be done	Who must do it	Where it must be done	When it must be done	Why it must be done
1.	Notify service	Any person observing failure	Fire 24 hour control center	ASAP	To activate response teams
2.	Activate response teams	Service control centers	Service control centers	ASAP	To restore service
3.	Assess situation	Response teams	At site of failure	On arrival	To determine needs
4.	Request additional resources	Response teams	Service control center	ASAP	To facilitate rapid restoration of service
5.	Determine plan of action	Service management with other involved parties	At site	ASAP	To co-ordinate response
6.	Secure area	SAPS, local and provincial traffic	At site	ASAP	To protect workers and public
7.	Implement plan	Services responsible	At site	ASAP	To restore services
8.	Monitor actions	Service management, Service control centers	On scene, Service Control Centre	On going	Ensure effective planning
9.	Area / Road cleanup	All services	On site	On completion of rescue/ immediate emergency actions	To prevent further incidents/ environmental impacts
10.	On-site inspection	EMS/ Traffic/ Fire/ SAPS forensics	On scene	On completion of emergency actions	To ensure site is safe for use again
11.	Stand down	All services	On scene	Once site is declared safe	To normalize services operations
12.	De- brief	All role-players	Pre-determined venue	Within one week	To evaluate actions and improve future response
13.	Update plans and procedures	All role-players	At services' HQ	ASAP	Effective service delivery
14.	No water: Make use of reserve tanks	Technicians	Hospitals	ASAP	Water is vital in the effective functioning of hospitals

No.	What must be done	Who must do it	Where it must be done	When it must be done	Why it must be done
15.	No electricity: make use of generators	Technicians	In the area of the incident	ASAP	To rectify the situation
16.	Identify sewage system failure	Technicians	Hospitals	ASAP	To prevent pollution
17.	No refuse removal: contact the municipality	Hospital manager	Hospitals	ASAP	Refuse needs to be removed - can pose as health risks
18.	Roads and RDP houses must be repaired and maintained	Individuals	In the area of the incident	ASAP	Fix the problem area
19.	Dam overflow: Contact department of water affairs	Individuals	In the area of the incident	ASAP	Prevent the loss of water

9.5 Disaster Preparedness Plan: Transport Incidents

No.	What must be done	Who must do it	Where it must be done	When it must be done	Why it must be done
1.	Notify Control Centre	Public / Official witnessing incident	At Fire 24-hour Control Centre	ASAP	To trigger Response
2.	Contact Fire, Traffic Services, SAPS, EMS	Fire Control Centre	Fire Control Centre	ASAP	To limit effects of incident
3.	Notify response teams	Service Control Centers	Service Control Centers	ASAP	To control / normalize traffic See to people involved
4.	Assess and set up command post	Incident Management Team	On scene	On Arrival	To plan response and relief
5.	Activate additional response	Services	On scene	After initial assessment	To ensure effective response actions and resources
6.	Determine action plan	Incident Management Team	On scene	ASAP	To implement integrated response actions
7.	Execute action plan	Response teams	On scene	ASAP	To prevent or limit loss of life and property
8.	Monitor actions	Incident Management Team	On scene	On going	Ensure effective planning
9.	Area cleanup	All services	On site	On completion of rescue/ immediate emergency actions	To prevent further incidents To prevent environmental impacts
10.	On-site inspection	EMS/ Traffic/ Fire/ SAPS forensics	On scene	On completion of emergency actions	To ensure site is safe for use again
11.	Stand down	All services	On scene	Once site is declared safe	To normalize services operations

No.	What must be done	Who must do it	Where it must be done	When it must be done	Why it must be done
12.	De- brief	All role-players	Pre-determined venue	Within one week	To evaluate actions and improve future response
13.	Update plans and procedures	All role-players	At service HQ	ASAP	Effective service delivery

9.6 Disaster Preparedness Plan: Hazardous Materials Incidents

No.	What must be done	Who must do it	Where it must be done	When it must be done	Why it must be done
1.	Notify Fire Dept. / SAPS	Member of public or official observing incident 1st person on scene (10111/112/10177/ 021 887 4446)	On site - safe distance from incident	ASAP	To action response
2.	Notify Hazmat team and Fire/ Local, Prove Traffic/ EMS / SAPS / Transnet	Emergency call center / Fire dispatcher	Call center	ASAP	To activate response
3.	Identify type of hazmat	Responding agencies / Hazmat technician	On site	ASAP	To determine appropriate response
4.	Identification of affected area	Responding agencies / Hazmat technician	On site	ASAP	To determine appropriate response
5.	Assess and set up on-site command center	Hazmat team	On site	Immediately	Co-ordination
6.	Removal of hazardous material	Hazmat team e.g. within fire department or contractor	On site	ASAP	To increase the safety of the area
7.	In case of rail, notify Transnet	Fire dispatcher	Call center	ASAP	To activate response
8.	Assess the situation	Hazmat crew	On site (at a safe distance)	Once on scene	To facilitate plan of action, and assess situation
9.	Saving of lives	Hazmat crew /primary respondent	On site	ASAP	To save lives
10.	Secure the area	Traffic/ SAPS / Spoornet	On site	Once on scene	Personnel and public and environmental safety
11.	Evacuation	SAPS / Fire / Traffic	On site	Immediately once determined necessary	To protect life

No.	What must be done	Who must do it	Where it must be done	When it must be done	Why it must be done
11.	Command vehicle / Establish incident management team	Fire dept. dispatcher / Fire Dept. / senior fire officer on duty	On site	Once area layout is established	To facilitate coordination / draw up a plan of action
12.	Deploy contaminant specialist	Spoornet or transport company	On site	After area is secured	To ensure correct measures are taken
13.	Stopping leakage, if any	Hazmat crew	On site	ASAP	To stop further leakage
14.	Containment of spill	Hazmat crew	On site	ASAP	To contain spill
15.	Activate cleanup specialist	Command vehicle / incident management team	On site	If extent of incident requires it	To clean up properly
16.	Notify DWAF	Command vehicle / incident management team	Command vehicle / incident management team	ASAP	To analyses water quality
17.	Notify and caution downstream Water users association / Agricultural unions/ Local / District and Neighbouring Municipalities	Command vehicle / incident management team	From site (via control centers)	Once nature of spill confirmed	To prevent usage of affected water
18.	Notify DEA	Command vehicle / incident management team	From site (via control centers)	Once nature of spill confirmed	Analyze water quality
19.	Notify Cape Nature	Command vehicle / incident management team	From site (via control centers)	Once nature of spill confirmed	Analyze water quality
20.	Re-assessment	Command vehicle / incident management team	On site	Regularly during incident management	To determine effectiveness and appropriateness of current response

No.	What must be done	Who must do it	Where it must be done	When it must be done	Why it must be done
21.	Mobilize cleanup specialist. If rail – Transnet recovery unit	Command vehicle / incident management team	On site	If extent of incident requires it	Final cleanup
22.	Incident stand down	Command vehicle / incident management team	On site	Once situation normalized and under control	To close incident and restore normal operations
23.	On site Debriefing	Command vehicle / incident management team	On site	After stand-down	Compilation of detailed incident report.
24.	Final De-briefing	Incident Management Team	Appropriate meeting venue	Within 1 week of incident	To learn from mistakes, update plans
25.	Follow up testing of soil and water	DEA	In situ, follow ups after the incident	As required	Follow up studies

10. ANNEXURE B: DISASTER RISK REDUCTION GUIDELINE

10.1 Disaster Risk Project Proposals: Fire

Risk Reduction Category	Risk Reduction Project Proposals
Physical Planning Measures	1 Build fire stations
	2 Plan and provide for buffer zone between residential and vegetation areas
	3 Plan and provide access roads for fire trucks in informal settlements
	4 Plan to prevent Illegal electricity connections in informal settlements
	5 Plan fire services in line with new development needs
	6 Ensure that development of dwellings does not take place before adequate bulk services are provided
	7 Encourage and facilitate Integrated catchment management planning
Engineering & Construction Measures	8 Ensure compliance with fire regulations and by-laws
	9 Install fire alarms in buildings
	10 Plan and provide fire escape routes and doors
	11 Plan and provide fire breaks in high risk vegetation areas
	12 Provide suitable roads as evacuation routes in informal settlements
	13 Provide informal areas with fire-resistant materials
	14 Plan and develop fire early warning systems
	15 Provide additional fire hydrants
	16 Research and upgrading / improvement of firefighting equipment/ trucks/ hydrants
	17 Provide fire hydrants in informal settlements
	18 Install watch towers, fire breaks, fire extinguishers in forestry areas
	19 Improve the quality and provide appropriate of firefighting equipment at all levels
	20 Ensure that fire hydrant water supply is sufficient in higher lying areas

Risk Reduction Category	Risk Reduction Project Proposals
Economic Measures	21 Provide for capital projects in municipal budget
	22 Provide funds for upgrading of fire equipment
	23 Fines for illegal electrical connections
	24 Implement program to decrease high risk housing
	25 Authorities to develop a project to make fire extinguishers more affordable for every household, as well as a means of making the maintenance thereof less expensive
	26 Rural areas property rebates for areas under conservation
	27 Action plans in place
	28 Reaction plan in place
Management & Institutional Measures	29 Train fire marshals for commercial/industrial complexes
	30 Appoint / train appropriate staff
	31 Conduct fire and evacuation drills
	32 Ensure evacuation doors are unlocked
	33 Running of programs for prevention of arson
	34 Maintenance program for fire extinguishing equipment
	35 Identify and procure appropriate equipment
	36 Structured and sustained fire-prevention inspections
	37 Cleaning of undergrowth around buildings
	38 Train and deploy firefighting volunteers at fire stations and road works
	39 Identifying high risk fire areas (hotspots)
	40 Identify safer alternatives for cooking and lighting i.e. stoves, lamps etc.
	41 Ensure correct storage of combustible materials
	42 Develop and implement maintenance programs for of access routes in high risk fire areas

Risk Reduction Category	Risk Reduction Project Proposals
	43 Train and develop fire response teams
	44 Training at all levels to improve the implementation of incident command system as a standard operating procedure
	45 Develop a management policy for the sale of paraffin
	46 Establish and support Fire Protection Association
	47 Develop area fire management plans
	48 Refrain from using recycling cardboard containers for recycling of paper
	49 Revisit policy for evicting shack dweller
	50 Maintenance program
Societal Measures	51 Develop fire evacuation procedures for commercial/industrial complexes
	52 Declare non-smoking areas
	53 Prohibit fires in high risk areas
	54 Conduct fire hazard awareness programs
	55 Conduct community awareness programs in communities
	56 Implement community based programs for the proper care/maintenance of electrical equipment
	57 Include fire prevention education in school curriculum
	58 Include disaster risk management in school curriculum
	59 Implement fire education, fire risk awareness, recruitment of volunteer fire fighters, social responsibility, ownership system e.g. hydrants

10.2 Disaster Risk Project Proposals: HazMat Incidents

Risk Reduction Category	Risk Reduction Project Proposals
Physical Planning Measures	1 Zoning for HMI's (Building codes)
	2 Proactive hazmat classification of installations
	3 Proper planning into the placement of factories and plants
	4 Manage development around HMI's
	5 Limit population figures around HMI's
	6 Enforcement and evaluation of risk assessment for major hazardous installations
	7 Enforcement and evaluation of EIA's for HMI's
	8 Enforcement of proper labeling of chemicals and poisons (labels)
	9 Monitoring and restricting and managing routes for hazmat materials in transit (railways/roads)
	10 Safe packaging and storage to prevention of leakage and seepage of hazmat and poisons
	11 Specific parking areas for hazmat vehicles along the roadside
	12 Increased hazmat capabilities allocated to areas on main routes where hazmat freight vehicle parking areas are to be found
Engineering & Construction Measures	13 Enforcement of Construction needs to be determined by type of particulates being used and stored
	14 Identification of Containment sites and measures
Economic Measures	15 Fines for non-compliance
	16 Awards to compliant companies
	17 Fines for not having correct signage when transporting hazmat
	18 Fines for not having correct paperwork when transporting hazmat
	19 Spiller pays fine structure for hazmat spillage, and enforcement thereof
	20 Polluter pays
	21 Local economic development, assistance to non-compliant small businesses to comply

Risk Reduction Category	Risk Reduction Project Proposals
Management & Institutional Measures	22 Compliance with storage and handling specifications
	23 Annual compliance certificate for hazmat/lpg coupled with an inspection, using of approved/certified service providers
	24 Declaration of what is being transported, and enforcing escorts for high risk cargo
	25 Informing of LM's what cargo is passing through its boundaries, especially if alternate routes are used
	26 Regulation of overnight stops for trucks transporting hazmat
	27 Introduction of measures which regulate the times at which hazmat can be transported
	28 Spiller to use accredited/competent mop up teams
	29 Create capacity for regular site inspections
	30 Create capacity for regular Vehicle inspections
	31 Enforcing Registers of hazmat on the premises
	32 Increased monitoring by law enforcement (road/railway)
	33 Regular Training of rescue personnel and transport personnel (Drivers)in contact and handling of with hazmat
	34 Education campaign for local cellars and farmers who transport spirits as mixed loads.
	35 Identify and manage Nodal points of inspection ~ yard/ weighbridges/ destination
	36 Regulation of bulk sale of fuel
	37 Enforce Occupational Health and safety adherence
	38 Registration/compliance of all hazmat and hazardous material installations (databases)
	39 Identification and register of all MHI's / inspection and liaising per area.
	40 Enforcement of storage regulations
	41 Enforcement of AVCASA regulations for pesticides
	42 Shift from reactive to proactive measures
	43 Annual compliance certificate for hazmat/lpg coupled with an inspection, using of approved/certified service providers
44 Effective communication of Hazmat / poisons requirements	

Risk Reduction Category	Risk Reduction Project Proposals
	45 Operational plans/ and response teams that are trained and practiced at hazmat installation
	46 Training exercise to improve response management skills
	47 Address lack of capacity at times of detours when passing small poor towns (Resource skills distribution)
	48 Monitoring and accreditation and registration of cleanup teams and disposal sites, and a contact database
	49 Enforcement of NEMA Section 30
	50 Enforcement of spiller pays regulation of using approved service providers
	51 Simplified coding system for Hazmat
	52 Promoting Cooperative governance between organs of state responsible for control of hazardous materials
	53 Simplifying recognition system of cargos to effect quicker and correct response in case of incident
Societal Measures	54 Community/individual training
	55 Regular Awareness published in news papers
	56 Education of farm workers how to handle/store hazmat/ poisons/ protective clothing
	57 Information sessions on pesticide poisonings on farms / misuse / misapplication
	58 Notification of times of "in-line" dosage of pesticides and poisonings
	59 Early warning system for spills/exposures.
	60 Community based training/awareness

10.3 Disaster Risk Project Proposals: Flooding

Risk Reduction Category	Risk Reduction Project Proposals
Physical Planning Measures	1 The enforcement of Environmental Impact Assessment with all development projects (EIA)
	2 Plan for the Upgrading of existing infrastructure to cope with new developments.
	3 Identification and plotting of vacant high risk flood areas for future reference and avoid human settlements in such areas
	4 Avoid development and settling of communities along rivers and within the flood line
	5 Apply and update Zoning regulations regularly
	6 Identify alternate suitable venues/facilities for emergency services
	7 Apply Low intensity land use in 1:100 flood line areas
	8 Study and understand the impact of climate change on development
	9 Signage
	10 Asset management
	11 Maintenance
Engineering & Construction Measures	12 Study EIA to inform construction and building measures
	13 Identifiable flood measuring and early warning systems
	14 Plan and Build retention dams to reduce risk of flooding
	15 Restore and maintain water catchment areas
	16 Build retaining walls to protect buildings
	17 Improve and upgrade storm water reticulation systems regularly
	18 Develop and maintain Early warning systems
	19 Develop and maintain sustained cleaning programs for rivers and dams
	20 Plan bigger capacity dams to regulate flow of water
	21 Implement programs and measures to prevent erosion
	22 Plan and erect Visible warning signs in low lying areas

Risk Reduction Category	Risk Reduction Project Proposals
Economic Measures	23 Provide for disaster relief funds
	24 Adequate provision for the for maintenance of storm water systems
	25 Farmers developing areas for agricultural use in flood prone areas should pay increases insurance on crops in those areas
Management & Institutional Measures	26 Plan for the support for affected communities
	27 Develop and maintain flood Emergency response teams
	28 Develop and supervise Maintenance programs
	29 Ensure that SOP for disasters are developed and maintained
	30 Facilitate Strategic planning of resources to cover all areas during emergencies
	31 Plan and ensure Strategic distribution of disaster management resources across area
	32 Ensure the provision of Emergency flood kits
	33 Mutual aid agreements to be established for relief and response
	34 More command center vehicles
	35 Quality assessments
Societal Measures	37 Develop Awareness training and workshops in high risk areas
	38 Develop and inform communities of response actions to early warning systems
	39 Ensure Coordination and cooperation with NGO's
	40 Community awareness
	41 Early warning systems

10.4 Disaster Risk Project Proposals: Earthquake

Risk Reduction Category	Risk Reduction Project Proposals
Physical Planning Measures	1 Identify earthquake prone areas/geological faults are
	2 Development of suitable Building codes (enforcement thereof)
	3 Develop Zoning codes for high risk areas
	4 Limit development in high risk areas
Engineering & Construction Measures	5 Approval of Single storey buildings in prone areas only
	6 Enforcement Area specific building methods/codes
	7 Design strong/earthquake resistant infrastructure/services
Economic Measures	8 Disaster relief funds from National Government
	9 Household insurance (act of god)
	10 MOU's with suppliers of emergency materials / supplies
	11 Incentives for compliance with building codes.
Management & Institutional Measures	12 Develop institutional capacity for management of incidents
	13 Good response support services (police, fire department etc.)
	14 Development of Good evacuation plans
	15 Plan for relocation of people in prone areas
	16 Development and training for Mass casualty response team
	17 Development and communication of Recovery plans and strategies
	18 Identify Effective communication systems other than cell phones or radios
	19 Investigate and plan for Air evacuation system
20 Development and training of Search and rescue teams and strategies	

Risk Reduction Category	Risk Reduction Project Proposals
	21 Identify mass care facilities outside possible affected areas
	22 Develop mass care strategy
	23 Develop strategy and process for public notification and to inform communities about the risk
	24 Develop Mutual aid agreements and MOU's for identified tasks
	25 Plan and develop strategies and procedures for Trauma counselling
	26 Plan for emergency responders management and care
	27 Strict enforcement of building codes in identified earthquake prone areas
Societal Measures	28 Education on warning systems
	29 Awareness raising (how to act /react)
	30 Develop self-reliant communities/emergency preparedness
	31 Inclusion of programs in schools in earthquake prone areas

10.5 Disaster Risk Project Proposals: Infrastructure Failure

Risk Reduction Category	Risk Reduction Project Proposals
Physical Planning Measures	1 Perform composite risk assessments prior to developing services.
	2 Research and development of alternative energy sources other than electricity e.g. generators
	3 Research of effective and correct waste removal and storage
	4 Development of standards and quality assurance of RDP houses
	5 Development and enforcement of min standards for service delivery
	6 Standardizing on a planning horizon at least 50 years
	7 Monitoring and responding to farmers altering river courses
	8 Planning of user -friendly public transport services
Engineering & Construction Measures	9 Applying min standards for all services
	10 Structured maintenance programs for service infrastructure
	11 Safe-guarding of essential service infrastructure
	12 Maintain the integrity of dams, dam walls etc.
	13 Proper assessment of building material and architectural plans
	14 Preventative maintenance and upgrading of equipment/facilities
Economic Measures	15 Fines for exceeding limits
	16 Improve ineffective systems lead to loss of revenue
	17 Fines for transgressions i.e. littering/dumping

Risk Reduction Category	Risk Reduction Project Proposals
	18 More effective road restrictions and toll fees should be implemented
	19 Corrupt service providers to be blacklisted
	20 More structured bulk service infrastructure contributions to be implemented
	21 Budgetary provision for sustained infrastructure maintenance to be made
	22 More effective basic service rates contribution by all users to be implemented
Management & Institutional Measures	23 Buildings should have ISO 14001 accreditation in terms of water usage
	24 Mitigation/emergency measures/strategies should be in place in the event of sewage system failure
	25 Structured and sustained maintenance programs for service infrastructure
	26 Design and development of emergency measures in the event of service failure(Departmental emergency plans)
	27 Safe public transport systems to be implemented
	28 Design/upgrade bulk services before development
	29 Structured asset management with regards to infrastructure development and maintenance
	30 Emergency procedure development for all service disruptions
	31 Enforcement of Energy saving laws at all levels
	32 Defining and development of early warning system linked to management plan
	33 Monitoring of community responsibility w.r.t. feedback on structure service and quality
34 Enforcing water conservation measures and/or by-laws	
35 Dedicated government supervision and quality assurance on all contracts	

Risk Reduction Category	Risk Reduction Project Proposals
	36 Appointment of competent individuals to manage and monitor
	37 Ensure aid agreements and supplier agreements in case of specific infrastructure failure
Societal Measures	38 Community awareness in terms of water usage and economic use of services
	39 Transport management i.e. "lift clubs" to reduce road traffic
	40 Advocacy campaign i.e. saving measures (electricity)
	41 Structured and sustained training and education (correct use of infrastructure)

10.6 Disaster Risk Project Proposals: Transport Incidents

Risk Reduction Category	Risk Reduction Project Proposals
Physical Planning Measures	1 Plan alternative routes/road capacity required for increase in traffic
	2 Research and planning of safe sites for airports
	3 Research and planning of public transport safety measures
	4 Incorporate pedestrian safety into new developments
	5 Plan for increased, improved and effective infrastructure with regard to public transport
	6 Plan and ensure correct placement of railway crossings and pedestrian crossings
Engineering & Construction Measures	7 Planning and design of safe railway crossings
	8 Determining need and planning of pedestrian crossings
	9 Effective management of time delay in traffic lights change
	10 Make use of traffic circles to slow down traffic
	11 Construction of speed bumps in residential areas
	12 Setting standards and updating aviation standards
	13 Design and implement bicycle lane for cyclists
	14 More effective traffic light programming for peak and off peak times
	15 Enforce exhaust emissions standards
	16 Plan for effective bus lanes as well as heavy vehicle lanes on major routes

Risk Reduction Category	Risk Reduction Project Proposals
	17 Ensure constant maintenance of all transport infrastructure
Economic Measures	18 Decrease in public transport travelling cost to promote public transport and decrease road traffic
	19 More effective management and processing of fines for all traffic offenders
	20 Introduce cost effective and time effective rail transport for commuters and freight to reduce road transport
Management & Institutional Measures	21 Design and implement Points demerit system for transgressors
	22 Identification and enforcement of alternate route for heavy duty vehicles
	23 Develop good institutional capacity and programs to promote transport safety
	24 Develop good infrastructure and capacity to facilitate effective law enforcement
	25 Capacity and structured audits for licensing
	26 Train and implement more scholar patrols
	27 Promote use of reflective bands for children
	28 Implement capacity to manage register for traffic offenders
	29 More advanced and affordable skills development programs for professional drivers
	30 More structured and vigilant testing/monitoring of licensed drivers and vehicles
	31 Use accredited contractors and building materials for road construction
	32 Enforcement of clear road signs/warnings and markings during construction periods
33 Implement and manage structured general road maintenance programs	

Risk Reduction Category	Risk Reduction Project Proposals
	34 Implement restriction measures to control heavy vehicles' times and routes
	35 Design and implement traffic management plans
	36 Learner license and driver training programs in schools for development of young responsible drivers
	37 Develop a system whereby intoxicated pedestrians are effectively removed from busy roadways and prosecuted
	38 Permit system
Societal Measures	39 Discourage aggression/ road-rage
	40 Promote alternative transport
	41 Structured education on road safety
	42 Structured program to increase awareness of pedestrians

11. ANNEXURE C: KEY STAKEHOLDERS CONTACT LIST

11.1 EMERGENCY NUMBERS LIST
STELLENBOSCH MUNICIPALITY

NAME	DEPARTMENT	DESIGNATION	TEL	FAX	CELL	Email
MAYOR'S OFFICE						
Cllr. Gesie Van Deventer (Mrs)	Office of the Executive Mayor	Executive Mayor	021-808 8002		082 570 5681	mayor@stellenbosch.gov.za
Carmen Saville	Office of the Executive Mayor	Personal Assistant	021-808 8002			Mayor.Pa@stellenbosch.gov.za
MUNICIPAL MANAGER						
Geraldine Mettler (Ms)	Office of the Municipal Manager function; Internal Audit; Risk Management; Strategic Management; Responsible for overall leadership management of functions listed per directorate.	Municipal Manager	021-808 8025	021-808 8026		municipal.manager@stellenbosch.gov.za
DIRECTORATE: COMMUNITY & PROTECTION SERVICES						
Cllr. Rikus Badenhorst	Councillors	Portfolio Councillor: Community and Protection Services			076 123 5959	rikus.badenhorst@stellenbosch.gov.za
Gary Boshoff	Libraries; Cemeteries & Amenities; Sport, Parks & Recreation; Area Cleaning; Disaster Management; Social Conflict Management; Fire Services; Traffic Services; Law Enforcement; Security Services; Land invasion; VIP Protection; By-Law Enforcement; Control Room; Events, Logistics & Fleet Management	Director: Community & Protection Services	021-808 8437		082 805 2926	gary.boshoff@stellenbosch.gov.za
Charl Kitching		Senior Manager: Community & Protection Services			084 887 4310	Charl.Kitching@stellenbosch.gov.za
Wayne Smith		Manager Fire & Disaster	021-808 8888	021-883 3200	071 443 7337	wayne.smith@stellenbosch.gov.za
Shezayd Seigels (Ms)		Senior Disaster Coordinator	021-808 8888	086 574 6470	082 050 4834	shezayd.seigels@stellenbosch.gov.za
Gavin Solomons		Chief: Traffic Services	021-808-8800	021-808 8832	0731842169	gavin.solomon@stellenbosch.gov.za
Harold Williams		Deputy Chief: Traffic Law Enforcement	021-808 8800	021-808 8809	082 415 2178	harold.williams@stellenbosch.gov.za
Neville Langenhoven		Chief: Law Enforcement, Events	021-808 8447		084 506 5060	neville.langenhoven@stellenbosch.gov.za
Cedric Thorpe		Deputy Chief: Law Enforcement	021-808 8937	021-808 8182	082 381 5555	cedric.thorpe@stellenbosch.gov.za

NAME	DEPARTMENT	DESIGNATION	TEL	FAX	CELL	Email
DIRECTORATE: ENGINEERING SERVICES						
Deon Louw	Transport, Roads and Storm water; Water Services; Mechanical Workshop; Solid Waste Management; Development & Project Management; Drawing office; Electricity Services	Director: Engineering Services	021-808 8023		078 8019 628	deon.louw@stellenbosch.gov.za
Sylvia Pretorius (Ms)		Manager: Administration & Client Services	021-808 8023			Sylvia.pretorius@stellenbosch.gov.za
Adriaan Kurtz		Senior Manager: Water/sewage	021-808 8218		082 903 3123	Adriaan.kurtz@stellenbosch.gov.za
Nombulelo Zwane		Senior Manager: Electricity	021-808 8770	021-883 9874	082 826 5587	Nombulelo.zwane@stellenbosch.gov.za
Clayton Hendricks		Senior Manager: Solid Waste	021-808 8241	021-883 9874	073 134 4912	Clayton.Hendricks@Stellenbosch.gov.za
Johan Fullard		Senior Manager: Roads and Storm water	021-808 8023	021-883 9874	072 829 2779	johan.fullard@stellenbosch.gov.za
Nigel Winter		Manager: Transport Engineering	021-808 8223			Nigel.winter@stltenbosch.gov.za
DIRECTORATE: CORPORATE SERVICES						
Annalene De Beer (Ms)	Integrated Development Planning; Corporate Strategy; Performance Management; Communication; Inter-governmental Relations; International Relations; Policy Management; Human Resources, Community Participation, Information Technology, Legal Services	Director: Strategic & Corporate Services	021-808 8018			Annaleen.debeer@stellenbosch.gov.za
Alexander Kannemeyer		Senior Manager: Human Resources			083 679 2085	Alexander.Kannemeyer@stellenbosch.gov.za
Stuart Grobbelaar		Manager Communications	021-808 8079		084 036 1395	Stuart.Grobbelaar@stellenbosch.gov.za
DIRECTORATE: PROPERTY AND PLANNING DEVELOPMENT						
Anthony Barnes	Develop and implement high- level strategic objectives for Integrated Human Settlements projects, Public and Staff Rental Housing and Housing Demand Data-base/Waiting list;	Director: Property and Planning Development & Human Settlement	021-808 8757			Anthony.Barnes@stellenbosch.gov.za
		Contract			072 389 5650	
Piet Smit		Manager: Property Management	021-808 8757		084 506 5065	Piet.smit@stellenbosch.gov.za
Lester Van Stavel	Implement the strategic objectives of Council pertaining to Informal Settlements;	Manager: New Housing	021-808 8762		082 442 7709	lester.vanstavel@stellenbosch.gov.za
Johru Robyn		Manager: Informal Housing Settlement	021-808 8762		083 560 0816	jophru.robyn@stellenbosch.gov.za
Rotanda Swartbooi		Municipal Housing: rentals	021-808 8757			Rotanda.swartbooi@stellenbosch.gov.za

	Management of Council-owned fixed properties.					
NAME	DEPARTMENT	DESIGNATION	TEL	FAX	CELL	Email
Craig Alexander	Strategic and effective management of heritage and environmental resources; Spatial planning, heritage and environmental projects planning, implementation and management; and Compliance of development applications with relevant, heritage, environment, Community Development; Local Economic Development and Tourism	Manager: Planning and Strategic Development			083 461 9604	Craig.Alexander@stellenbosch.gov.za
Bernabé De La Bat		Manager	021-808 8653		082 788 3727	Bernabe.DeLaBat@stellenbosch.gov.za
Vacant		Manager: Local Economic Development and Tourism				
DIRECTORATE: FINANCIAL SERVICES						
Kevin Carolus	Financial Services Revenue; Expenditure; Budget Office; Financial Statements; Supply Chain Management; Asset Management	Director: Financial Services	021-808 8528	021-808 8574	083 388 5549	Kevin.Carolus@stellenbosch.gov.za
Thuleto Paulos	Insurance claims		021-808 8510			Thuletu.paulos@stellenbosch.gov.za

11.2 COMMUNITY & SOCIAL SERVICES: DSD and SASSA

NAME	CONTACT NO	EMAIL
Stellenbosch Municipality	Community Development	
Michelle Aalbers	083 560 5935	Michelle.aalbers@stellenbosch.gov.za
Funeka Mayembana	079 824 9378	Funeka.mayembana@stellenbosch.gov.za
Portia Jansen	083 712 5770	Portia.jansen@stellenbosch.gov.za
Fiona Kruiwagen	062 689 6413	Fiona.kruiwagen@stellenbosch.gov.za

Stellenbosch Municipality	Disaster Management	
Wayne Smith	071 443 7337	Wayne.smith@stellenbosch.gov.za
Shezayd Seigels	082 050 4834	Shezayd.seigels@stellenbosch.gov.za

Department: Social Development	Paarl Regional Office	
Terence Orr	082 826 4457	Terence.orr@westerncape.gov.za
Brian Goliath	082 777 7247	Brian.goliath2@westerncape.gov.za
Peter Gabriels	083 980 3458	Peter.gabriels@westerncape.gov.za

Department: Social Development	Disaster Management (CT)	
Caesar Sauls	079 932 4127	Caesar.sauls@westerncape.gov.za
Linice Noland	082 956 3416	Linice.noland@westerncape.gov.za

SASSA	Local Office (Paarl)	
Morne Nortje	076 339 6091	morneN@sassa.gov.za
June Davids	083 774 1578	juneD@sassa.gov.za

SASSA	Regional Office (CT)	
H de Grass	083 265 1699	henryDG@sassa.gov.za
A Brink	083 409 2533	andreb@sassa.gov.za
B Letompa	073 391 4918	busisiweLE@sassa.gov.za
P Pietersen	083 535 7429	patience@sassa.gov.za
L Qabisisa	082 774 6596	lungileQa@sassa.gov.za
Z Madolo	082 045 1190	zukiswaM@sassa.gov.za
A Bester (SCM)	082 927 9039	annelizeb@sassa.gov.za
L Berling	082 577 5699	LorraineB@sassa.gov.za



MEMO

WARD BASED RISK ASSESSMENT (WBRA) REPORT

STELLENBOSCH MUNICIPALITY

1. Purpose

To present the Ward-based Risk Assessment Report for discussion.

2. Overview of the project

2.1 Description

This Ward Based Risk Assessment took a different approach than other risk assessments completed in the past.

The assumption was that not all wards within the municipal area have the same risks.

The aim was to complete risk assessments in all the municipal wards across Stellenbosch Municipality.

2.2 Aim

To empower ward councillors and communities to take ownership of the identified risks and ensure that these risks are addressed as and when the budget will allow for it.

2.3 Deliverables

At the conclusion of the project, Stellenbosch Municipality now has a concise document stating the risk profile of each ward. The information contained in the said document will form the basis of Stellenbosch Municipality's disaster management plan.

The structure of the ward risk assessment document incorporates and covers the various sectors and development dimensions, and also include a number of cross

cutting issues. The information and findings are thus in alignment and relevant for inclusion in the municipality's Integrated Development Plan (IDP).

2.4 Why a risk assessment is necessary.

2.1 It's a legal requirement in terms of Section 53(1) of the Disaster Management Act, 57 of 2002 as amended in 2015 (Act no 16 of 2015), that states

that:

'Each municipality must –

(a) conduct a risk assessment for its municipal area;

(b) identify and map risks, areas, ecosystems, communities and households that are exposed or vulnerable

to physical and human-induced threats.'

2. 2. It's a proactive measure to effectively deal with disasters

The turning point for the management of disasters in South Africa came after 1994. Before 1994, disasters were regarded as unavoidable "acts of nature" that was impossible to predict or avoid. The United Nations General Assembly, in 1987, adopted a resolution which proclaimed the years 1990-1999 as the International Decade for Natural Disaster Reduction (IDNDR). The declared aim of this decade was to encourage a shift in the reactive approach towards natural disasters to that of pro-active planning and prevention. It was expected that all countries would conduct national risk assessment, developed national and /or local prevention preparedness plans and implemented global regional, national and local warning systems.

Comprehensive disaster management comprises four phases that include:

- mitigation
- preparedness
- response
- recovery

Disaster management is a cyclical process where the end of one phase is the start of the next phase. It is, however, not necessary for the completion of one of the cycle for the next phase to begin. Several phases can take place concurrently. A crucial element of the disaster preparedness phase is the drafting of a disaster management plan. The Disaster Management Plan must be:

- Comprehensive
- Risk based
- All-hazard in approach

The aim of the risk assessment (also part of the preparedness phase in the disaster cycle) which Stellenbosch embarked on is thus to be better prepared in response to disasters.

3. Discussion

The CWDM embarked on an all ward-based risk assessment (nonscientific) for its area of jurisdiction of which Stellenbosch were also part. Members of the community, with their collective indigenous knowledge, and various other municipal and external role players were widely consulted in conducting the risk assessment.

What is a risk assessment?

A methodology to determine the nature and extent of risk by analysing potential hazards and evaluating existing conditions of vulnerability that could pose a potential threat or harm to people, property, livelihoods and the environment on which they depend. The process of conducting a risk assessment is based on a review of both the technical features of hazards such as their location, intensity, frequency and probability; and also the analysis of the physical, social, economic and environmental dimensions of vulnerability and exposure, while taking particular account of the coping capabilities pertinent to the risk scenarios

The Disaster Risk Equation is commonly used to reflect the components of risk:

$$\text{RISK} = \frac{\text{HAZARD} \times \text{VULNERABILITY}}{\text{CAPACITY}}$$

3.1 Methodology

Phase 1:

Background research and municipal official and stakeholder interviews

This phase will entail:

- Introduction of the Project to relevant role-players
- Background research and the population of the provided Ward Based Risk Assessment template
- Conducting interviews with municipal officials and other identified departments and stakeholders

Phase 2:

Interviews with Ward Councillors and Ward Committees in all 22 wards

This phase entails:

- Conducting focus group interviews with ward councillors and ward committees using participatory risk assessment methods in each ward
- Writing up of information gathered

Phase 3:

Public participation:

- Conducting focus group interviews with community members using participatory risk assessment methods from each ward
- Door to door community survey using field workers
- Writing up of information gathered

Phase 4:

Submission Writing and consolidation of all information

3.2 Priority risk identification

Several risks were identified during the consultation sessions with the local municipal officials and community members. However, six risks were identified by the Directorate Community and Protection Services of Stellenbosch Municipality to be high priority risks.

These priority risks include:

A. Inability to control urbanisation

“Urbanisation – the increase in the number of people living in towns and cities, resulting in the growth of urban populations.”

Several disadvantages occur with rapid and unplanned urban growth. These disadvantages include but are not limited to; inadequate infrastructure; inadequate housing, water and sanitation and waste disposal; excessive pollution; inadequate transport and health care services.

B. Increased poverty and unemployment

According to Census 2011, Stellenbosch Local Municipality has a total population of 155 733 people, of whom 15.2% are unemployed. Youth unemployment rate is said to be 21.5% (Statssa). Census 2011 data also shows that the largest portion (20%) of the population of the Stellenbosch municipal area has no income. Poverty and unemployment directly correlate with the quality of life of the members of the community.

C. Access to basic services

Basic services include water, sanitation, refuse removal and electricity.

Total percentage of Stellenbosch population with access to basic services:

Flush toilet connected to sewage:	87,1%
Weekly refuse removal:	87,0%
Piped water inside dwelling:	72,4%
Electricity for lighting:	92,9%

The lack of basic services results in major personal and environmental health concerns. Lack of formal electrical infrastructure also results in structural fire risks within the informal settlements.

D. Safety and security

Human-induced hazards such as crime (which includes theft, robbery, rape, and murder), gangsterism, alcohol and drug abuse remain the top hazards in most wards within the Stellenbosch municipal area.

E. Inadequate Electricity Supply

Inadequate electricity supply is a result of cable theft, but also the continuing population growth – specifically within the informal settlements. Increased population growth leads to the increased erection of informal structures which requires electricity. In most cases, the electricity is obtained illegally through illegal electrical connections.

Cable theft is becoming more common in larger parts of South Africa and Stellenbosch municipal area is not excluded from this phenomenon. This hinders the operations of businesses, households and transportation systems.

F. Illegal dumping

Illegal dumping poses great environmental health risks. Not only are these locations from where infectious diseases spread, but it also attracts unwanted pests such as cockroaches, mice and rats. In most cases, illegal dumping occurs in highly populated informal settlements and due to a lack of proper and frequent waste disposal.

3.3 Synopsis of all identified risks per ward

Ward	Priority Risks	Ward specific risks
1	A, B,C,D,E, F	Crime, illegal electricity cables, localised flooding due to blocked storm water drains, human diseases, water pollution, flooding and veld fires.
2	A, B,C,D,E, F	Drug abuse, illegal electrical cables, domestic waste water pollution, localized flooding, structural fires, traffic accidents, veld fires
3	A, B,C,D,E, F	Crime, illegal electrical connections, localized flooding, traffic accidents, drug abuse, solid waste pollution, alcohol abuse and fetal alcohol syndrome, structural fires, traffic accidents, animals, pests, water pollution, veld fires.
4	A, B,C,D,E, F	Drug abuse, crime, domestic solid waste and domestic water pollution, alcohol abuse and fetal alcohol syndrome, structural fires, traffic accidents, human disease, animals, water pollution, veld fires,
5	A, B,C,D,E, F	Drugs, gangsterism, crime, domestic solid waste and domestic water pollution, open water source, alcohol abuse, traffic accidents, animals, human disease, pests, water pollution, drought,, veld fires
6	A, B,C,D,E, F	Drug abuse, crime, illegal electricity, domestic solid waste and domestic water pollution, alcohol abuse and fetal alcohol syndrome, road accidents, animals, water pollution, drought, veld fires
7	A, B,C,D,E, F	Crime, domestic waste water, traffic accidents, high risk installations, animals, water pollution, riverine flooding, drought, veld fires.
8	A, B,C,D,E, F	Drug abuse, gansterism, protests, crime, domestic waste pollution, alcohol abuse and fetal alcohol syndrome, localized flooding due to blocked drains, traffic accidents, human disease, riverine flooding, drought, windstorms, veld fires.
9	A, B,C,D,E, F	Drug abuse, gansterism, public unrest, crime, localized flooding due to blocked storm water drains, traffic accidents, human disease, pests, water pollution, drought, wind storms Domestic solid waste pollution, alcohol abuse and fetal alcohol syndrome.
10	A, B,C,D,E, F	Crime, gangsterism, localized flooding due to blocked storm water drains, traffic accidents, human disease, water pollution, pests, windstorms,
11	A, B,C,D,E, F	Drug abuse, public unrest, crime, domestic solid waste pollution, domestic water pollution, Alcohol abuse and fetal alcohol syndrome, structural fires, animals, pests, water pollution, drought, wind storms, veld fires,

12	A, B,C,D,E, F	Drug abuse, crime, illegal electricity connections, domestic solid waste pollution, domestic waste water pollution, open water sources, alcohol abuse and fetal alcohol syndrome, localized flooding due to blocked storm water systems, informal settlement fires, high risk installations, human disease, animals, pests, water pollution,
13	A, B,C,D,E, F	Drug abuse, gangsterism, crime, illegal electricity cables, domestic waste water pollution, domestic solid waste pollution, open water source, alcohol abuse, localized flooding due to blocked water drains, structural fires, traffic incidents, train accidents, human disease, pests, water pollution, drought
14	A, B,C,D,E, F	Crime, illegal electricity cables, domestic waste water pollution, alcohol abuse and fetal alcohol syndrome, localized flooding due to blocked drains, structural fires, human disease, pests, water pollution
15	A, B,C,D,E, F	Drug abuse, crime, domestic solid waste pollution, domestic waste water pollution, alcohol abuse and fetal alcohol syndrome, fires due to lack of electricity ,human disease, animals, pests,
16	A, B,C,D,E, F	Gangsterism, crime, illegal electricity connection, domestic solid waste pollution, domestic waste water pollution, informal settlement fires, train accidents, human disease
17	A, B,C,D,E, F	Crime, gangsterism, drug abuse, illegal dumping, localized flooding due to blocked drains, animals, human disease,
18	A, B,C,D,E, F	Drug abuse, gangsterism, xenophobia, crime, illegal electricity cables, domestic waste water pollution, domestic solid waste pollution, alcohol abuse and fetal alcohol syndrome, localized flooding due to blocked drains, structural fires, traffic incidents, train accidents, human disease, animals, pests, veld fires,
19	A, B,C,D,E, F	Drug abuse, gangsterism, crime, domestic solid waste pollution, domestic wastewater pollution, structural fires due to lack of electricity, traffic and train incidents, animals, water pollution, drought
20	A, B,C,D,E, F	Drug abuse, public unrest, crime, illegal electrical cables, domestic solid waste pollution, domestic wastewater pollution, alcohol abuse and fetal alcohol syndrome, traffic accidents, dam failure, human diseases, drought, veld fires.
21	A, B,C,D,E, F	Crime, illegal electricity cables, domestic solid waste pollution, structural fires, traffic accidents,

		transportation of hazardous materials, human disease, pests, water pollution, drought, veld fires
22	A, B,C,D,E, F	Crime, traffic accidents, veld fires

3.4. Challenges Encountered

To note, various obstacles were experienced with the roll-out of the project. The obstacles were beyond our control and typical of community projects. These challenges were amongst others the following, namely:

- Despite proper planning, scheduled meetings were cancelled on the last minute by the administration or ward Councillors,
- Non-attendance of invitees,
- Cancellation of community meetings or no turn-out,

Extra meetings were scheduled due to the distance community members had to travel or the layout of the geographical dispersion of the ward.

Needless to say, these contingencies caused rescheduling of meetings and workshops to prevent and to ensure that we receive detailed information and data from community members and not depriving them of the opportunity to give input on real hazards and risks within their wards.

4. Financial implications

The risk assessment was conducted by AW Consultants following a tender process, tender no 49/17, over a period of 36 months at a total cost of R400 000.

5. Recommendations

that:

- a) the outcome of the WBRA be noted and accepted,
- b) the outcomes of the WBRA be included in the reviewed disaster plan
- c) the report be used to inform the strategic and departmental risk register
- d) each ward councilor be furnished with his/her own ward specific report



CAPE WINELANDS DISTRICT MUNICIPALITY

COVID-19 OPERATIONAL PLAN



Document Information	
Document Type	Plan for the COVID-19 disease
Applicability	The plan is applicable to all organs of state in the province
Status	Draft 0.
Main Contributors	Cape Winelands Disaster Management Centre and Local Municipalities
Author	Cape Winelands Disaster Management Centre
Date of this Compilation	24 March 2020
Other Documents which have direct bearing on this contingency plan	<ul style="list-style-type: none"> • Disaster Management Act, 2002 (Act 57 of 2002) • National Disaster Management Framework, 2005 • National Health Act, 2003 (Act No 61 of 2003) • National Containment Strategy • Home Containment Policy • Contact Tracing Policy • Cape Winelands Disaster Corporate Plan 2019

DOCUMENT VERSION CONTROL

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Compiled by: Head: Disaster Management Centre	
SP MINNIES	
DATE	
Approved by: Municipal Manager	Approved by: Executive Mayor
H.F PRINS	H. von Schlicht
DATE	DATE

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1. INTRODUCTION

1.1. BACKGROUND

On 05 March 2020, the first case of Corona Virus (COVID-19) was confirmed in South Africa. The first COVID-19 case in the Western Cape Province was reported on 11 March 2020.

In Government Gazette N0 43107 of 18 March 2020, Dr Nkosazana Dlamini Zuma, Minister of Cooperative Governance and Traditional Affairs, promulgated Regulations No. 318. The Regulations was issued in terms of section 27(2) of the Disaster Management Act, 2002 (Act No 57 of 2002) and read as follows:

I, Dr Nkosazana Dlamini Zuma, the Minister of Cooperative Governance and Traditional Affairs, designated under section 3 of the Disaster Management Act, 2002 (Act No 57 of 2002) ("the Act "), having declared a national state of disaster, published in Government Gazette No. 43096 on 15 March 2020, hereby in terms of section 27(2) of the Disaster Management Act, 2002 after consultation with the relevant Cabinet members, hereby make the Regulations set out in the Schedule hereto regarding the steps necessary to prevent an escalation of the disaster or to alleviate, contain and minimise the effects of the disaster

This prompted the Western Cape Government (WCG) into action. The Western Cape Disaster Management Centre (WCDMC) convened its first COVID-19 Joint Operation Committee (JOC) meeting on 09 March 2020 with various stakeholders, including municipalities. The intention was to facilitate a multi-disciplinary approach in support of the Department of Health, which was identified as the lead Department to manage the pandemic.

Subsequently, stakeholders and key persons were allocated to the following clusters:

- Social Services
- Education
- Safety
- Communications
- Transport & Logistics
- Economy & Business
- Local Government
- Health
- Finance & Supply Chain
- Joint Operation Centre
- Governance Business Continuity & Advisory Services

The Western Cape Department of Health (DoH), in support of their national department, also established a provincial COVID-19 call centre which is currently operational at the Western Cape Disaster Management Centre (WCDMC). The Western Cape Disaster Management Centre and the Department of Provincial Health have a close working relationship and support the need for an all society approach in order to ensure integrated preparedness. With this in mind the WCDMC has been activated in order to assist the Department with COVID19 Joint Operations Committee meetings that take place daily.

The Cape Winelands Disaster Management Centre attends the daily Joint Operations Centre (JOC) meeting at the Western Cape Disaster Management Centre. The JOC is co-chaired by the Department of Health and the Western Cape Disaster Management Centre. The primary focus is on Prevention or Mitigation for containment purposes. The Department of Health has been identified as the Lead Agency for the co-ordination of the response and Disaster Management supports and facilitates multi-disciplinary approach.

2. PURPOSE

2.1. OBJECTIVE OF THE COVID-19 OPERATIONAL PLAN

The objective of this plan is to ensure co-ordination and managing of efforts of the various stakeholders' initiatives surrounding the COVID-19 infection in the jurisdiction area of the Cape Winelands District Municipality. This plan aims to establish mechanisms to ensure an integrated preparedness to any outbreak of COVID-19 infection in the jurisdiction area of the Cape Winelands District Municipality. Furthermore, the plan describes the collective managerial and administrative arrangements, to be implemented in the Cape Winelands District Municipality.

2.2. SCOPE OF THE COVID-19 OPERATIONAL PLAN

The plan is intended to facilitate multi-agency and multi-jurisdictional co-ordination in both pro-active and reactive activities. It does not define or attempt to provide any additional guidelines or standard operating procedures for COVID-19 as already disseminated by the National Department of Health, the National Institute for Communicable Diseases and the World Health Organisation.

3. RISK ASSESSMENT

The Western Cape Disaster Management Centre has carried out a desktop risk assessment for COVID-19 and identified the following risks:

- Public gatherings, sport and Cultural events;
- Electricity disruptions/prolonged load shedding;
- Water and food security;
- Seasonal flu – winter season;
- Municipal elections; •
- Matric/tertiary education examinations; •
- Informal settlement exposure; •
- At risk population (HIV/immune deficiencies/elderly/ underlying illnesses)
- Public transport hubs and means;
- Socio-economic circumstances – unique South African context;
- Impact of any other potential disaster (floods/fires/drought/xenophobia);
- PANDEMIC and potential PANIC/FEAR

The same risks identified apply to the Cape Winelands District Municipality

3.1. RISK REDUCTION MEASURES

Risk reduction measures require extensive communication measures which include media, monitoring of social media, radio/television shows and addressing rumours timeously. The communication cluster as established, will focus on developing and activating a communication plan which will involve role-players from various organisations to ensure messages, and awareness is disseminated namely:

- Department of Health www.ncid.ac.za
- Provincial Disaster Management Centre <https://www.westerncape.gov.za>
- Local Municipalities
- Department of Community Safety
- Department of Education
- Department of Transport

- Tourism Division
- Social Development Division

3.2. EARLY WARNING

Early warnings will be managed by the Department of Health.

4. INSTITUTIONAL ARRANGEMENTS

Below find Inter-Departmental Disaster Management Team (IDDMT) in terms of the Corporate Disaster Management Plan of the Cape Winelands District Municipality, which was approved by Council on 27 May 2019 at Item C.15.5.

4.1. INTER-DEPARTMENTAL DISASTER CO-ORDINATION TEAM (IDDCT)

The Inter-Disaster Co-ordination Team consists of the following:

- Municipal Manager
- Executive Director: Community Development and Planning Services
- Head: Disaster Management Centre
- Executive Director: Financial and Strategic Support Services
- Executive Director: Technical Services
- Deputy Director: Communication Services
- Relevant Directors, Deputy Directors and Managers per Department
- Relevant Disaster Management Advisory Forum Members

4.2. RESPONSIBILITIES IN A DISASTER SITUATION:

Below find the responsibilities in terms of, and in addition to section 49 of the Disaster Management Act, 2002 (Act No 57 of 2002), which are as follow:

4.2.1. MUNICIPAL MANAGER

During disasters, the Municipal Manager or his designate will be responsible to report, liaise and consult with the Executive Mayor and the Mayoral Committee and external Provincial and National Government Departments. He/she will, furthermore be responsible to:

- When notified of a disaster or significant event by the Head: Disaster Management Centre, the Municipal Manager will activate and chair the Disaster Co-ordination Team;
- Report on the emergency impact and response to the Executive Mayor;
- Notify next of kin in the event when a municipal employee is injured, missing or killed;
- Identify staff/persons/organizations to receive recognition for contributions to emergency response;
- When notified of a disaster or significant event by the Executive Director or delegate, the Municipal Manager will, activate the disaster response plan;
- The Municipal Manager must ensure that all departmental disaster management plans are included in the Integrated Development Plan of the Council; and
- He/she must also ensure that the employment and performance contracts of all newly appointed Section 57 employees should include disaster management responsibilities.

4.2.2. HEAD: DISASTER MANAGEMENT CENTRE

The Head: Disaster Management Centre is responsible for the strategy and management of the Disaster Management Centre, focussing especially on the planning and functioning throughout all the phases of the Disaster Management continuum. The Head: Disaster Management Centre is also responsible for the compilation and maintenance of the District's Corporate Disaster Management Planning Framework. The Head: Disaster Management Centre is responsible for consultation with the Executive Director: Community Development and Planning Services who is primarily responsible for disaster management.

The Head: Disaster Management Centre is also responsible for the performance by the Centre of its disaster management functions (section 44 of the Act) and to co-ordinate the implementation of the District's Corporate Disaster Management Planning Framework and:

- In case of a disaster or significant event, the Head: Disaster Management Centre shall notify the Municipal Manager and Executive Director: Community Development and Planning Services and will request the Municipal Manager to activate the disaster response plan;
- When deemed necessary, make recommendations to the Municipal Manager for the declaration of a disaster by the Council of the District Municipality as stipulated in the Act;
- To initiate steps to deal with a significant event, which requires multi-disciplinary and multi-sectoral actions;
- Liaise with municipal, provincial and national officials within the District;
- Recommend to the Municipal Manager to request for provincial and/or national assistance;
- Provide situational reports to all internal and external role-players on a regular basis;
- Co-ordinate disaster response and relief by individuals, CBO'S and NGO'S;
- Recommend to the Municipal Manager to request voluntary donations during a disaster or significant event;
- Make arrangements for the request of donations;
- Identification of available resources to be utilised for disaster risk management purposes;
- Authorize areas to be evacuated or re-entered;
- Identify and recommend persons/organizations to receive recognition for contributions to the emergency response;
- Initiate steps for the establishment and maintenance of the required telecommunications links; and
- Recommend to the Municipal Manager that Executive Directors should release departmental resources, including personnel, equipment or vehicles for utilisation during disasters and significant events.

The Head of the Disaster Management Centre will make recommendations to the Municipal Manager who will officially activate and announce the duration and termination of the disaster or significant event to all relevant parties. Special or extraordinary delegations will apply during such periods.

In the recovery and rehabilitation phase, a project team under a line function can be convened to take responsibility for further activities that address the causal factors of the disaster/incident. This team will receive a brief from and report to the Disaster Management Advisory Forum as well as senior management.

4.2.3. EXECUTIVE DIRECTOR: COMMUNITY DEVELOPMENT AND PLANNING SERVICES

The Executive Director: Community Development and Planning Services should ensure that his/her Department/Divisions pay particular attention to preventative, mitigating, response and recovery activities by the compilation of relevant contingency plans. The implementation of the plan will include the following:

- To make provision in own departmental budget for significant events which requires immediate response and relief actions, including impact assessments;
- Plan and ensure that risk reduction and disaster prevention/mitigation principles are adhered to in the recovery and redevelopment phases;
- Ensure that risk reduction and mitigation principles are applied in all developmental projects;
- The contents of this corporate planning framework must be communicated to staff members at all levels within the Department;
- Execute all other, tasks, duties or functions assigned by the Municipal Manager;
- Upon request of the Municipal Manager, release resources, including personnel, equipment or vehicles for utilisation during disasters and significant events. Personnel shall be deemed to be on official duty; and
- Execute all other, tasks, duties or functions assigned by the Municipal Manager.

4.2.4. EXECUTIVE DIRECTOR: FINANCIAL AND STRATEGIC SUPPORT SERVICES

The Executive Director: Financial and Strategic Support Services should ensure that his/her Department/Divisions pay particular attention to preventative, mitigating, response and recovery activities by the compilation of relevant contingency plans. The implementation of the plan will include the following:

- Compilation of re-active departmental procedures to ensure service continuation;
- Plan for the continuation of operational activities during a disaster e.g. reserve personnel and resources;
- Draft and get the approval for an emergency procurement policy;
- Facilitation emergency procurement;
- Initiating and facilitating efforts to make funds available for proactive and re-active disaster management within the municipal area;
- Management and administration of a disaster relief fund, if established;
- Make arrangements for the receipt and administration of donations;
- The department should assign dedicated officials with extended delegated authority for the duration of the disaster or significant event to approve the acquisition of goods and services to be used to redress the impact of the event;
- Upon request of the Municipal Manager, release resources including personnel, equipment or vehicles for utilisation during disasters and significant events; Personnel shall be deemed to be on official duty during such redeployment;
- Ensuring that Council's administrative support services, including human resources management are maintained under abnormal circumstances;
- Providing disaster related information to municipal employees and their families;
- Documenting and safeguarding of information for potential municipal insurance claims and legal actions;
- Documenting information for remuneration of municipal employees during disasters or significant events;
- Documenting information for potential municipal labour relations issues;
- The contents of this corporate planning framework must be communicated to staff members at all levels within the Department; and

- Execute all other, tasks, duties or functions assigned by the Municipal Manager.

4.2.5. EXECUTIVE DIRECTOR: TECHNICAL SERVICES

The Executive Director: Technical Services should ensure that his/her Department/Divisions pay particular attention to preventative, mitigating, response and recovery activities.

- Compilation of pro-active departmental disaster management programmes to support risk reduction or elimination;
- Identifying and prioritising of essential services that may require restoration as a result of an emergency or a disaster;
- Establishment and maintenance of the required telecommunications links;
- To make provision in own departmental budget for significant events which requires immediate response and relief actions;
- Plan for the continuation of operational activities during a disaster e.g. reserve personnel and resources;
- Upon request of the Municipal Manager, release resources, including personnel, equipment or vehicles for utilisation during disasters and significant events; and
- Execute all other tasks, duties or functions assigned by the Municipal Manager.

4.2.6. CHIEF FIRE OFFICER

Supplying resources for Disaster Management purposes as requested by the Disaster Co-ordination Team.

4.2.7. DEPUTY DIRECTORS: MUNICIPAL HEALTH SERVICES

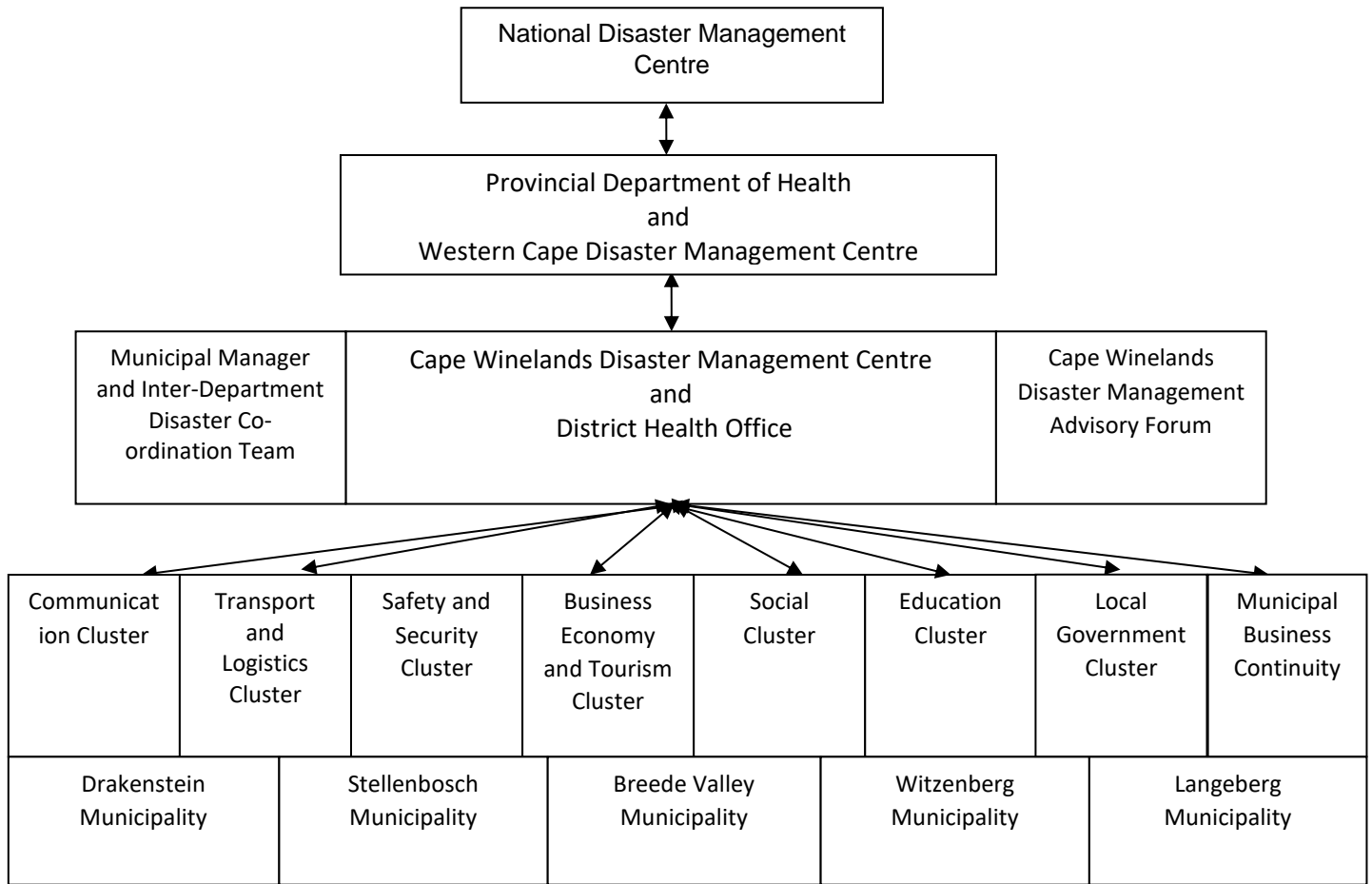
- Initiate steps to eliminate risks presented by communicable diseases;
- Isolate person(s) in order to decrease or eliminate risks presented by a communicable disease;
- Identify persons/organizations to contribute to post-emergency reports/debriefings;
- Monitor large groups of people for contamination and/or health effects;
- Co-ordinate the immunization of large groups of people;
- Drafting of a guideline for the receipt of donations of food during incidents;
- Monitoring of the quality of food received during incidents;
- Seize and dispose of food that poses a health hazard;
- Monitor the environment (air, water, and ecosystem) for contamination.

4.2.8. DEPUTY DIRECTOR: COMMUNICATIONS SERVICES

- Compilation and distribution of necessary media alerts and releases;
- Updating of social media in general and as a community engagement tool during times of crisis;
- Communication of approved and relevant public safety messages;
- Designing of risk-reducing public education and awareness materials;
- Liaising with media representatives;
- Arranging of media briefings; and
- On instruction of the Municipal Manager, release media statements or general information on significant events and/or disasters in terms of section 44 (1)(c) of the Act.

5. EXTERNAL ARRANGEMENTS

5.1. INTERGOVERNMENTAL RELATIONS (CLUSTERS)



5.2. CLUSTERS WITH CONTACT DETAILS

The Cape Winelands Disaster Management propose the following clusters to be established and meet on an Ad-Hoc basis and reports will be submitted to the Western Cape Disaster Management Centre (WCDMC).

Clusters	Objective	Role Players	Contact Details
Health	Surveillance Tracing Triage Isolate Response Training	Department of Health EMS CWDM-Municipal Health Services	Mr L. Phillips – 072 391 3856 Alternate Ms Surina Neethling – 0722276058
Communication	Communication Strategy Social Media Monitoring Training, Education and Awareness	Department of Health CWDM Local Municipalities GCIS	Ms J Otto – 072 808 0106 Ms S Maritz - Mr P Titus – 079 396 6623
Safety and Security	To ensure Law and Order is maintained. Ensure Safety and Security through prevention, combating crime, monitoring etc. Ensure risk/ threat assessment continues and share early warnings	SAPS Local Municipalities(Law Enforcement) Correctional Services Department of Home Affairs	Col E. Daniel – 082 469 1089 Paarl Control Room 021 807 4000 Col W. Smit – 082 468 1026 Worcester Control Room 023 348 8600
Transport and Logistics	To ensure Transport Strategy including awareness to commuters and good hygiene. To assist with the transportation of emergency goods	CWDM Local Municipalities Department of Transport and Public Works	Ms C Nkasela – 076 764 8857
Business, Economy and Tourism	To ensure a resilient Cape Winelands Economy	CWDM Local Municipalities Department of Agriculture	Mr R Van Wyk – 066 236 2974
Education	Contingency Planning for education.	CWDM Department of Education: Winelands District Office	Mr J Benjamin – 079 899 6177
Social	Identification and support of Vulnerable group.	CWDM Local Municipalities Department of Social Development SASSA Department of Agriculture	Mr G Xawuka – 073 583 4257

Local Government	To ensure proper structures are in place within municipalities	CWDM Local Municipalities	Mr H.F Prins – 083 293 5329 Mr P.A Williams – 082 710 8853
Municipal Business Continuity	To ensure business continuity of municipality Provide support and advice during the Pandemic.	CWDM Local Municipalities	Ms B Diaries – 071 870 0729

6. OTHER EXTERNAL ROLEPLAYERS

Other role players, Provincial, National and Non-Governmental organisations will be co-opted as and when the need arises and their roles and responsibilities would be in terms of their mandatory responsibilities.

Organ of state	Generic Roles & responsibilities
Department of Housing	<ul style="list-style-type: none"> • Provision of temporary shelter and emergency housing • Identification of alternative land for relocation for affected people • Provision of temporary shelter • Provision of early warnings
Department of Transport	<ul style="list-style-type: none"> • Facilitate speedy construction of temporary roads for communities • Coordinate all transport related incidents such as roads and bridges during major accident. • Coordination of road closures as a result of disaster incidents • Traffic control, including assistance with road closures • Assist to repair damaged roads following a disaster for recovery
Department of Home Affairs	<ul style="list-style-type: none"> • Upon receipt of information from the Municipality they are to provide: Lost permits and ID Documents
Non Governmental Organisations	Provide the following to disaster victims: <ul style="list-style-type: none"> • Disaster relief • primary health care clinics educational Psychological support • feeding schemes • water purification support • counselling services • a drug rehabilitation and water well provision
Others	<ul style="list-style-type: none"> • As and when needed

7. ACTIVATION OF THE DISASTER MANAGEMENT CENTRE

The CWDMC and Satellite DMC will be activated for the duration of the lockdown. Officials will be available 24/7 from their respective residences and in contact with the required role players.

Should it be required that the CWDMC will be activated at a full scale, all critical role players will be required to report to the CWDMC on a daily basis.

8. COMMUNICATION

8.1. EXTERNAL COMMUNICATION WITH THE PUBLIC

Cape Winelands Communication Division will be responsible for drafting and disseminating all media releases following the approval by the Municipal Manager. Public information messages will be placed on the official Facebook, Twitter and website of the Cape Winelands District Municipality. Advisory Forum members and internal role players will be kept abreast of relevant information through sms using the Uniti system.

8.2. COMMUNICATION WITH DISASTER MANAGEMENT ROLE PLAYERS

In order to reduce the risk of infection, all face to face meetings will be kept to a minimum with as few officials as required. MS Teams and WhatsApp will be the preferred means of remote communication. The following groups will be established on to co-ordinate the response and ensure flow of information:

- i. WhatsApp groups:
 - a. CWDM Municipal Manager, Head of Centre, Health and SAPS
 - b. CWDM Disaster Management Officials
 - c. CWDM Disaster Management Officials and Disaster Management Officials from Local Municipalities
 - d. CWDM Disaster Management Officials, Disaster Management Officials from Local Municipalities and Cluster Heads

- ii. MS Teams:
 - a. CWDM Municipal Manager, Head of Centre, Health and SAPS
 - b. CWDM Disaster Management Officials
 - c. CWDM Disaster Management Officials and Disaster Management Officials from Local Municipalities
 - d. CWDM Disaster Management Officials, Disaster Management Officials from Local Municipalities and Cluster Heads

Daily JOC briefings via video conferencing will take place with Disaster Management Officials from Local Municipalities.

8.3. REPORTING

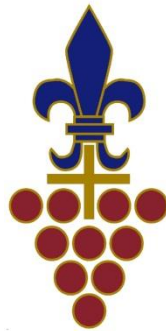
All reporting will be done using the Uniti system.

9. RESOURCES

- All Disaster Management personnel are required to be on standby during the period of lockdown.
- All personnel on standby need to be in possession of laptops, data for the Internet as well as Council vehicles to ensure smooth operations and prompt response to incidents.

10. CONTACT DETAILS OF THE CAPE WINELANDS DISASTER MANAGEMENT CENTRE

NAME/SURNAME	LANDLINE	CELLPHONE	EMAIL
Shaun Minnies	021 888 5847	082 779 9823	shaun@capewinelands.gov.za
Janine Winder	021 888 5837	072 440 1996	jbauer@capewinelands.gov.za
Lenora Michaels	023 3482400	071 679 7555	lenora@capewinelands.gov.za
Nomhle Arosi	021 888 5827	062 956 0168	nomhle@capewinelands.gov.za
LOCAL MUNICIPALITIES			
MUNICIPALITY	CONTACT PERSON	CONTACT NUMBER	EMAIL
Stellenbosch	Mr W Smith Ms S Seigels	071 443 7337 082 050 4834	Wayne.smith@stellenbosch.gov.za Shezayd.Seigels@stellenbosch.gov.za
Drakenstein	Mr W Scholtz Ms N Spogter	082 454 2425 072 403 3060	WarrenS@drakenstein.gov.za NopinkyS@drakenstein.gov.za
Witzenberg	Ms A Lamprecht-Virtue	082 456 7182	Annelize@witzenberg.gov.za
Langeberg	Mr F Hoofd	076 486 2332	Fhoofd@langeberg.gov.za
Breede Valley	Mr T Botha Mr J Pretorius	083 228 5935 084 999 9308	tbotha@bvm.gov.za jpretorius@bvm.gov.za



STELLENBOSCH

**COVID-19
OPERATIONAL PLAN**

1. INTRODUCTION

1.1. BACKGROUND

On 05 March 2020, the first case of Corona Virus (COVID-19) was confirmed in South Africa. The first COVID-19 case in the Western Cape Province was reported on 11 March 2020.

In Government Gazette N0 43107 of 18 March 2020, Dr Nkosazana Dlamini Zuma, Minister of Cooperative Governance and Traditional Affairs, promulgated Regulations No. 318. The Regulations was issued in terms of section 27(2) of the Disaster Management Act, 2002 (Act No 57 of 2002).

This prompted the Stellenbosch disaster management team into action. Regular Joint Operation Committee (JOC) meetings was and is still being conducted with various internal stakeholders and external stakeholders in order to monitor, manage and contain the spread of the virus. The intention was to facilitate a multi-disciplinary approach in support of the Department of Health, which was identified as the lead department to manage the pandemic.

2. PURPOSE

2.1. OBJECTIVE OF THE COVID-19 OPERATIONAL PLAN

The objective of this plan is to ensure co-ordination and managing of efforts of the various stakeholders' initiatives surrounding the COVID-19 infection in the jurisdiction area of Stellenbosch Municipality. This plan aims to establish mechanisms to ensure an integrated preparedness to any outbreak of COVID-19 infection in the jurisdiction area of the Stellenbosch Municipality. Furthermore, the plan describes the collective managerial and administrative arrangements, to be implemented in the Stellenbosch Municipality.

2.2. SCOPE OF THE COVID-19 OPERATIONAL PLAN

The plan is intended to facilitate multi-agency co-ordination in both pro-active and reactive activities. It does not define or attempt to provide any additional guidelines or standard operating procedures for COVID-19 as already disseminated by the National Department of Health, the National Institute for Communicable Diseases and the World Health Organisation.

3. RISK ASSESSMENT

3.1 The Western Cape Disaster Management Centre has carried out a desktop risk assessment for COVID-19 and identified the following risks:

- Public gatherings, sport and Cultural events;
- Electricity disruptions/prolonged load shedding;
- Water and food security;
- Seasonal flu – winter season;
- Municipal elections; •
- Matric/tertiary education examinations; •
- Informal settlement exposure; •
- At risk population (HIV/immune deficiencies/elderly/ underlying illnesses)
- Public transport hubs and means;
- Socio-economic circumstances – unique South African context;
- Impact of any other potential disaster (floods/fires/drought/xenophobia);
- PANDEMIC and potential PANIC/FEAR

The same risks identified applies to the Stellenbosch Municipality

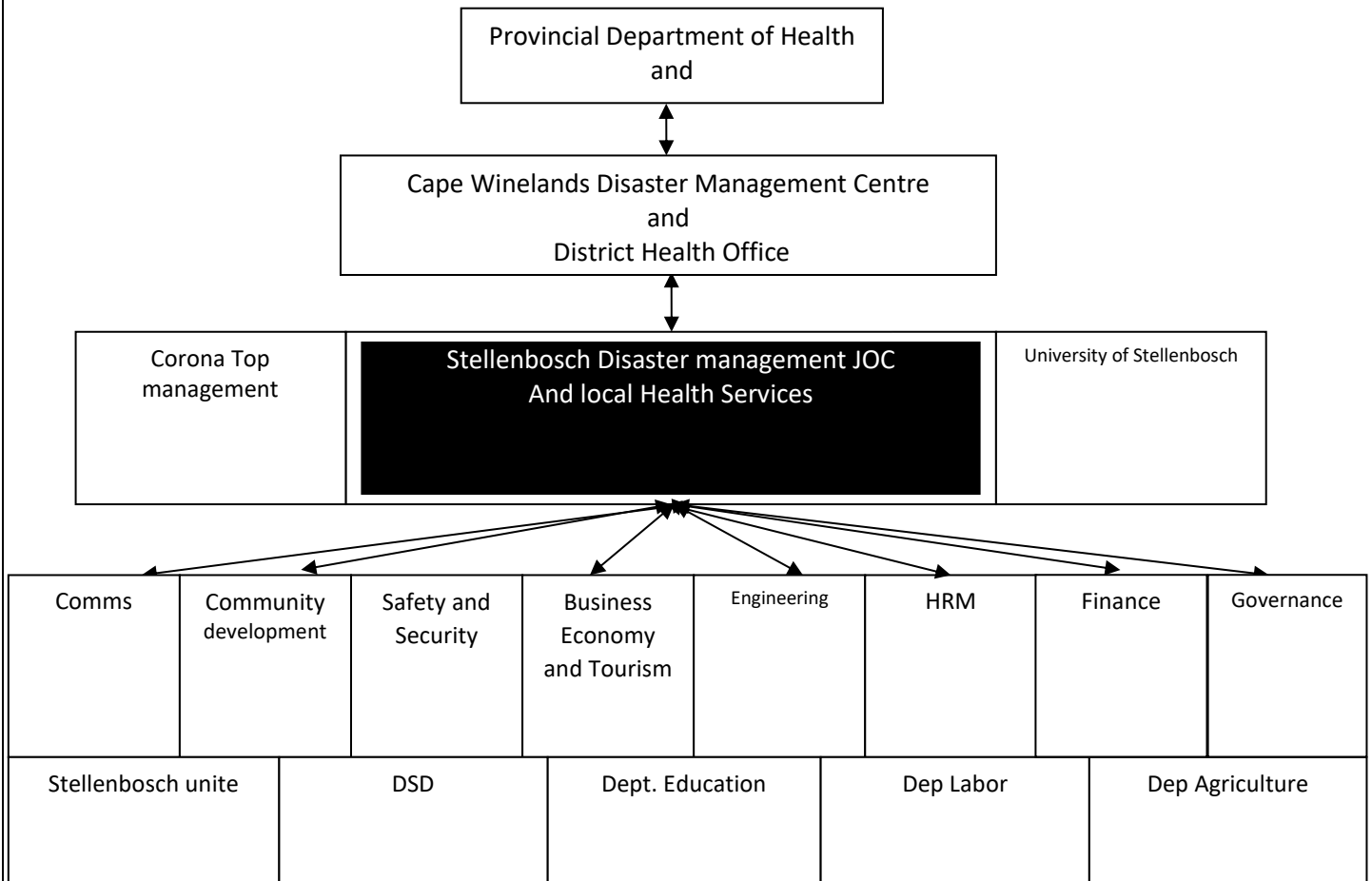
3.2 Risk mitigation measures undertaken by the municipality

What	When/frequency	By whom	Why
Local coordination	Weekly/bi weekly depending on circumstances	All identified role-players	To coordinate all the activities on a local government level
District coordination	Weekly/bi weekly as circumstances dictate	Disaster representative	To ensure a standardised approach in the District against Covid
Workplace readiness plan	Weekly	All departments	To ensure that the workplace is Covid compliant
Homeless shelter	Level 5 and 4 lockdown	Community Dev/DSD	To provide shelter during lockdown
Installed Water tanks	Inception of lockdown	Engineering department/HIS	To provide basic services
Sanitising stations	Various places	Engineering	To promote handwashing
3 x water carriers		Engineering	To fill water tanks daily
Appointed sanitising team	As Scheduled/when required	Fire services	To sanitise where Covid was detected – to ensure continuation of services
Sanitizing	Continuously	Engineering	To sanitize places such as taxi tanks and places that are regularly frequented
Communication strategy	Continuously	Communications and all departments	To keep employees and community informed
Screen protocols	Upon entering an facility	All departments	To keep the employees, visitors and the workplace safe
Procurement of PPE	As and when required	All departments via SCM	To uphold good hygiene in the workplace
Post lockdown plans		All departments	1. To ensure business continuity and continued service delivery whilst reducing the numbers in the workplace. 2. Amended operational functionality in line with lockdown and social distancing requirements 3. Lessons learnt and strategy formulation

4. EARLY WARNING

Early warnings will be managed by the Department of Health.

5. INSTITUTIONAL ARRANGEMENTS



6. REPORTING

All required reporting are being be done using the Uniti system.

7. CLUSTERS WITH CONTACT DETAILS

Clusters	Objective	Role Players	Contact Details
Health	Surveillance Tracing Triage Isolate Response Training	Department of Health CWDM-Municipal Health Services	Dr Davids – 0825653340 Theresa Davids - 0839594810
Communication	Communication Strategy Social Media Monitoring Training, Education and Awareness	Department of Health Communication	Ms S Maritz - 071 589 1337 Mr Stuart Grobbelaar - 0840361395
Safety and Security	To ensure Law and Order is maintained. Ensure Safety and Security through prevention, combating crime, monitoring etc. Ensure risk/ threat assessment continues and share early warnings	SAPS Protection Services	Col Muller Stellenbosch Control Room – 021 8095015 Mr Charl Kitching - 0848874310
Business, Economy and Tourism	To ensure a resilient Cape Winelands Economy	Stellenbosch CWDM	Mr Dudley Adolf – 0784596508 Mr R Van Wyk – 066 236 2974
Education	Contingency Planning for education.	Department of Education: Winelands District Office	Mr J Benjamin – 079 899 6177
Social	Identification and support of Vulnerable group.	Department of Social Development Community Development	Mr George – 0810773622 Mrs Aalbers - 0836505935
Local Government	To ensure proper structures are in place within the municipality	Top Management team	Me Geraldine Mettler - 0823123063
Municipal Business Continuity	To ensure business continuity of municipality Provide support and advice during the Pandemic.	All departments	Mrs Shireen De Visser – 0735429336



COVID-19

Risk Adjusted Strategy



June 2020



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1. COVID-19 Pandemic

1.1 Introduction

Due to the fact that COVID-19 infections started to appear in multiple provinces across South Africa a nation-wide lockdown was announced by President Ramaphosa. Level 5 of the lockdown was the most restrictive of the lockdown levels which lasted 5 weeks. Level 5 of the lockdown is described as “drastic measures to contain the spread of the virus”. This phase also allowed the nation to learn more about the novel corona virus and put measures in place to actively respond the impact of the COVID-19 pandemic.

With the threat of the COVID-19 virus, it is essential to ensure contingencies are in place. An emergency meeting of senior management and key officials was convened to determine a hands-on response to mitigate the pending threat and spread of the corona-virus. Concerns were shared on the health and safety of each employee in the organisation, subsequently guided by the stringent measures brought about by the introduction of the lockdown forcing all institutions to shut down with the exception of essential service.

1.2 Legal Context

Various directives have been issued since COVID-19 has been detected in South Africa, which has had direct bearing on the functioning of municipalities. Specific directives were developed for municipalities which required immediate responsiveness and directly affected the deliverables of involvement of municipalities in its response to the COVID-19 pandemic

The Directives issued on **25 March 2020** required of municipalities i.r.o. directive 6.2.1 to:

- (a) Ensure that communities are provided with the necessary means to prevent transmission, whilst preventing disruptions in services that are rendered through both municipal programmes and customer interaction.
- (b) Provide potable water and sanitation services to high population density settlements, rural communities, informal settlements.
- (c) Provide other appropriate means, like water tankers, boreholes and storage tanks in water constrained communities that have limited access to municipal supply.
- (d) Ensure that, in collaboration with the relevant stakeholders, water and sanitation is available at public facilities and public transport points.

Further directives are issued to municipalities under this directive:

Directive Number	Directive
6.3	Communication, awareness and hygiene education
6.4	Waste management, cleansing and sanitisation <ul style="list-style-type: none"> - Identify hotspots - Response teams - Protocols for disposing of hazardous waste

Directive Number	Directive
6.5	Closure of offices and facilities Guidelines regarding social gatherings such as funerals, weddings and community gatherings Monitoring and control of social distancing in the public
6.7.2	Suspension of ordinary Council Meetings
6.8.2	Intergovernmental arrangements with provincial, district and local government

On **30 March** DCoG issued further **Directives** with amendments and additions to the Directives of 25 March. In these directives municipalities were specifically directed to:

- (a) Suspend all council meetings during the initial 21 Day Lockdown¹ period, or any other extended period of Lockdown that may be declared.
- (b) Not convene any meetings, including the IDP community and consultation processes and the consideration and passing of budgets, during the initial 21 Day Lockdown period.
- (e) Ensure that during the ... Lockdown period, notwithstanding any requirements in terms of any system of delegation of municipalities, decision-making that would have required the approvals of councils, council committees, mayoral or executive committees will be made by the municipal management on written recommendation of the CFO and with the approval or concurrence of the mayor or executive mayor.

Further directives are applicable to municipalities and is annexed for ease of reference. The above directives are highlighted by way of illustration of the approach taken w.r.t. municipalities and has direct bearing on the Risk Adjusted Strategy undertaken.

It should furthermore be stated that government has commenced with a process of easing lockdown to allow greater levels of activity. As of 1 May lockdown level 4 was instituted with revisions to the Lockdown Directives. On 1 June lockdown level 3 was instituted which has allowed further easing of lockdown guidelines.

The Risk Adjusted Strategy outlines the gradual return to normality, as we ease out of the lockdown from level 5 to level 1. Whilst government has issued guidelines regarding activities that will be allowed under each lockdown level from level 5 to level 1, the direct impact on municipality service delivery becomes clearer with the Directives issued from CoGTA outlining additional activities and duties as a sphere of government, in our response to the COVID-19 pandemic. Hence, the Risk Adjusted Strategy focusses on level 5, 4 and 3 outlining municipal functions in response to each lockdown level. As clear directives for municipalities become available for lockdown 2 and 1, the Risk Adjusted Strategy will be updated to take these into account.

¹ The initial 21 day lockdown period were extended for an addition 14 days under lockdown level 4.

1.3 Organisational Readiness

The Municipality instituted a governance structure at the end of March 2020, to operationalise the municipality's response to COVID-19. The objective of the structures is to give effect and strengthen a proactive response, while also serving as a platform for the dissemination of information. These platforms included the following:

- Delegation of Council Authority to the Executive Mayor (**Annexure 1**, Council Item, Delegation to the Executive Mayor and Emergency Assistance to Citizens in Light of COVID-19 of 25 March 2020)
- Local Municipal JOC represented by officials from Health and Safety, Property Managements, Human Resource Management, Risk Service Departments and Law Enforcement. The JOC is based at our Control Room at the Stellenbosch Fire Department.
- Participation in the Cape Winelands District and the Western Cape Provincial JOC to ensure a coordinated response to COVID-19.
- Weekly meeting with DG, HOD and MM in the province
- Participation in the Cape Winelands District and the Western Cape Provincial JOC to ensure a coordinated response to COVID-19.
- Coronavirus (COVID-19) Workplace Guide for Employees (Annexure 2)
- Coronavirus (COVID-19) Workplace Policy 2020 (Annexure 3)

The Corna Disaster Risk Committee was established before the start of the Lock down period and meetings took place dialy up until middle of April 2020. After which meetings are taking place on a Monday, Wednesday and Friday (or as required). In line with the social distancing principles, video conferencing is used as means of communication.

2. COVID-19 Lockdown

2.1 Overall Context

When the nation-wide lockdown commenced on 27 March 2020, a flurry of directives was issues from various cabinet portfolios, guiding what can and cannot be done during the lockdown. These included the following directives w.r.t.:

- Facilities providing care for the vulnerable
- UIF during lockdown
- The Courts
- Vehicle licencing
- The healthcare sector
- The financial sector
- Retailers specialising in non-essential goods
- Broadband

- Call centres
- Movement of people
- Gatherings
- Movements of goods
- Movement of mortal remains
- Businesses
- Public Transport
- Geographic borders
- Essential goods
- Essential services
- Places Closed to the public

Out of the list regulations and directives that has been issued as part of the lockdown, a number of these have a direct impact on municipal functioning and services delivery.

Table 1: General Lockdown Guidelines under level 5 and Municipal Service Delivery

#	COVID-19 Regulatory Area	Impact on Municipalities
1.	Care for the vulnerable	<ul style="list-style-type: none"> - Shelters - Food security support - Enforcing social distancing directives
2.	Vehicle licencing	<ul style="list-style-type: none"> - Closed during lockdown levels 5 and 4. - E-Natis opened in first week of June
3.	Financial Services	<ul style="list-style-type: none"> - Support to indigent - Reprieve to rate-payers - Sustain revenue collection during lockdown - Lockdown level 5 – all non-essential services under lockdown level; some financial services has been permitted under level 4.
4.	Broadband	<ul style="list-style-type: none"> - ICT Services continue throughout lockdown to facilitate working from home.
5.	Call Centres	<ul style="list-style-type: none"> - Ensuring that call centres, customer care and complaint lines continue to function throughout all levels of the lockdown to ensure that citizens can notify the

#	COVID-19 Regulatory Area	Impact on Municipalities
		municipality of service delivery and other related challenges
6.	Movement of people & gatherings	<ul style="list-style-type: none"> - Social distancing - No physical meetings or gatherings. - Public participation meetings cancelled - Limit the number of people at municipal offices - Law enforcement to enforce lockdown rules for non-essential movement. - Enforcing the limits on attendance of funerals
7.	Movement of mortal remains	<ul style="list-style-type: none"> - Continuation of cemetery services within the lockdown guidelines of COVID-19. - Proper management at cemeteries - Enforcing limits of no more than 50 people at funerals.
8.	Businesses	<ul style="list-style-type: none"> - Lockdown level 5 allowed only essential service, also for businesses. - Mainly food and medical supply retailers were allowed to function. - This limited the movement of people around public spaces, reducing the scale of municipal cleansing services.
9.	Public transport	<ul style="list-style-type: none"> - Traffic enforcement of public transport directives. - Sanitising of public spaces and taxi ranks became essential to ensure that the virus did not spread in public spaces, where people were required to move through.
10.	Essential services	<ul style="list-style-type: none"> - Municipal essential services continued during lockdown to ensure basic services continue and law enforcement of all by-laws and I particular lockdown directives.

Source: Directions i.t.o. the Disaster Management Act (and subsequent amendments)

The above general guidelines, was applicable to all sectors, with very specific direct and indirect impact on municipal services. Some of the above factors required certain municipal services to be in place to remain appropriately responsive to the public need, within the regulatory municipal service delivery mandate.

For municipalities only essential services were allowed to operate, taking into account only those functions absolutely necessary to sustain livelihoods and to enforce the lockdown regulations.

The lockdown also had far reaching implications for municipalities who are required to respond positively to the lockdown protocols whilst simultaneously being responsive to the most critical needs of the public under lockdown.

2.2 Municipal Service Delivery under lockdown

Since the Commencement of the lockdown, municipal essential services continued has continued to deliver Services.

Level 5 Essential Service Delivery is outlined below.

Table 2: Level 5 Essential Municipal Service Delivery

Risk Adjusted Strategic Category	Municipal Essential Service
General	Closure of offices (non-essential). No public gatherings. No contact meetings. Staff to work from home as far as possible. Put in place protective personal equipment and social distancing measures put in place. Establish COVID Disaster Risk Management process.
Basic Services	Waste Collection. Water and waste water services. Electricity provision. Sanitising public spaces.
Service Delivery Implementation	All developers pulled from sites. All non-essential services ceased.
Disaster Management	Disaster Management. Establish linkages with district and provincial Joint Operations Committee (JOC) Fire Management remain on standby.
Law Enforcement	Enforce by-laws and lockdown directives. Coordinate and cooperate law enforcement measures with SAPS and other forums. Monitor land invasion sites.

Risk Adjusted Strategic Category	Municipal Essential Service
	Ensure no public gathering and minimise movement of public for non-essential purposes.
Community Services	<p>Continued support to vulnerable community members including the homeless shelter with measures in place to contain spread of the corona virus.</p> <p>Establish a mechanism to support food security and distribution of food parcels to the homeless.</p> <p>Continue cemetery services.</p> <p>Enforce 50-max attendance at funerals (with support from law enforcement).</p>
Awareness & Education	<p>Create awareness through online platforms, social media.</p> <p>Continued information sharing including updates, awareness pamphlets, protocols and educational information related to COVID-19 and managing the containment of spread of the virus.</p> <p>Sharing other essential municipal information necessary for the public to be aware of.</p>
Community and Development Services	<p>Libraries closed</p> <p>Parks and recreational sites where the public may gather closed.</p> <p>Planning & Development Offices closed</p> <p>Issuing of trading permits continued under Disaster Management guidelines.</p>
Financial Management	<p>Property rates holiday</p> <p>Supply Chain Management continues</p>
Governance	<p>No portfolio, MayCo or Council Meetings</p> <p>Cancellation of public participation meetings</p> <p>Delegations of Council</p> <p>Virtual administrative meetings.</p>

2.3 Municipal Interventions under the COVID-19 Lockdown

Intervention put in place under COVID-19 by Stellenbosch Municipality include:

- A payment reprieve/holiday on property rates will be implemented from 1 April 2020 to 30 June 2020;

- No interest will be charged for property rates billed over this period (subject to criteria that will be made available on the municipal website);
- Free basic water allocation for indigent residents will be increased from 6 to 10 kilolitres per household from 1 April 2020 to 30 June 2020;
- A temporary suspension of all credit control measures and procedures will be implemented until the end of April 2020, meaning that all electricity meters that were blocked because of overdue accounts, will be unblocked and residents will be able to buy and upload electricity freely during this period;
- Essential municipal services will continue during the lockdown period. This includes refuse removal, water, electricity, traffic, law enforcement and fire services.

3. Risk Adjusted Strategy

3.1 Context

As of 1 May 2020, national government started a process of phasing out the levels of lockdown, taking the entire country from level 5 to level 4. On 25 April 2020 the Department of Cooperative Governance and Traditional Affairs issued a Draft Framework for a Risk Adjusted Strategy which provides guidelines on essential and permitted services at the various levels of the lockdown. This document has been the basis for the discussions that has taken place under level 4. Under each level, municipality are on the one hand guided w.r.t. the work areas that are permitted to open up and on the other hand be responsive the public and economic areas that opens up by being able to provide the necessary services to mitigate COVID-19 related risks.





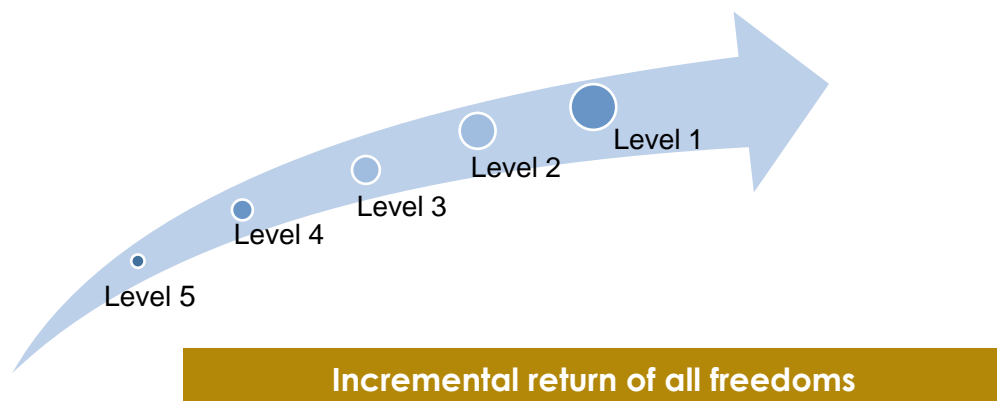
  @PresidencyZA www.stateofthenation.gov.za						
Summary of alert levels						
ALERT LEVEL 5	ALERT LEVEL 4	ALERT LEVEL 3	ALERT LEVEL 2	ALERT LEVEL 1		
 OBJECTIVE						
Drastic measures to contain the spread of the virus and save lives.	Extreme precautions to limit community transmission and outbreaks, while allowing some activity to resume.	Restrictions on many activities, including at workplaces and socially, to address a high risk of transmission.	Physical distancing and restrictions on leisure and social activities to prevent a resurgence of the virus.	Most normal activity can resume, with precautions and health guidelines followed at all times. Population prepared for an increase in alert levels if necessary.		

Illustration 1: Easing Lockdown

LEVEL	DESCRIPTION	TIMELINES
No Lockdown	Life returns to normal adjusted to new reality	Post lockdown
Level 1	Low virus spread and high health system readiness	TBD*
Level 2	Moderate virus spread and high health system readiness	TBD*
Level 3	Moderate virus spread and moderate health system readiness	TBD*
Level 4	Moderate to high virus spread with low to moderate health system readiness	1 MAY 2020
Level 5	High virus spread and or low health system readiness	Until end April



Easing the lockdown levels will allow the municipality more operational freedoms and will require improved responsiveness to the increased numbers of people moving around public places. Overall workplace readiness becomes essential to ensure that the increased number of employees returning to work under level 4 and 3 of the lockdown, can do so safely. This will require operations adjustments and safety readiness. This will require the following:

Readiness to respond to greater movement of the public across municipal space as economic activity expands.

- Cleansing and sanitising of public spaces
- Readiness for additional staff members to return to the office – sanitising office spaces, sustain office attendance to essential, maintain social distancing
- Provide sanitisers and masks to all staff.
- Provide transparent dividers for office staff required to work with the public (e.g. customer care and cashiers.)
- Ensure that field staff (law enforcement, disaster management, engineering) has the necessary protection to mitigate against infection.

- Enforcement of Level 4 rules of the Lockdown.
- Continue to support to the vulnerable communities.
- Continue support of community screening.
- Increased health and safety measures to ensure compliance with the Health and Safety guidelines under the COVID-19 disaster.
- Compliance management and enforcement of COVID-19 health and safety guidelines, issued by the Dept. of Labour.

At this point the limitations of lockdown level 5 is well-known to us and the easing of service and economic areas are expanding weekly. Simultaneously, the entire country is preparing for lockdown level 3. The gradual easing of the lockdown limitation allows for greater activity but also requires greater duties of ensuring that transmission levels do not escalate. In other words, the duties related to the expanded freedoms will be much higher and we will be required to respond actively were infection breakouts do occur. The exact details of what freedoms becomes available under level 3, 2 and 1 is insufficiently known at his stage, and will become clearer in the months to come as the lockdown continues to ease. With government steadily easing the COVID-19 lockdown regulations, albeit under stringent stipulations, life in South Africa will gradually being to return to normal.

3.2 Lockdown Level 4 and Preparation for Level 3

As part of this Risk Adjusted Strategy for Stellenbosch Municipality, the impact of the different phases of the phase out was interpreted for level 5 and 4, with the understanding that the last phase takes us to a point where normal life can return to a point of no lockdown. The remaining levels of the governments Risk Adjusted Strategy is still not defined and will be filled as it is revealed.

The lockdown levels are outlines as illustrated below, from level 5 to no lockdown.



Table 3: Risk Adjusted Strategy under Level 5 & 4

Risk Adjusted Strategic Category	Municipal Essential Service		
	Level 5	Level 4	Level 3
Description	Drastic measures to contain the spread of the virus and save lives.	Extreme precautions to limit community transmission and outbreaks, while allowing some activity to resume	Restrictions on many activities, including at workplaces and socially, to address high risk of transmission.
General	<p>Closure of offices (non-essential). No public gatherings. No contact meetings. Staff to work from home as far as possible. Put in place protective personal equipment and social distancing measures put in place. Establish COVID Disaster Risk Management process.</p>	<p>All services under level 5 50% of staff to return on rotational basis. Institute workplace readiness measures, incl. sanitising services and daily cleaning protocols. Institute detection measures through daily screening Implement health & safety measures to all departments. Provide staff with necessary PPE</p>	<p>All services under level 5 & 4 Details still be released</p>
Basic Services	<p>Electricity provision. Sanitising public spaces. Purification of sufficient water Reticulation of water</p>	<p>All services under level 5 Road services Construction and public works services</p>	<p>All services under level 5 & 4 Details still be released</p>

Risk Adjusted Strategic Category	Municipal Essential Service		
	Level 5	Level 4	Level 3
	<p>Reticulation of electricity</p> <p>Receiving wastewater</p> <p>Purification of wastewater</p> <p>Collection of waste</p> <p>Landfilling of waste</p>	<p>Roads, Stormwater and Traffic Control (under breakdowns)</p> <p>New Sanitation services for the sanitation of all public intensive areas</p>	
Service Delivery Implementation	<p>All developers pulled from sites.</p> <p>All non-essential services ceased.</p>	<p>All services under level 5</p> <p>Return of contractors to sites to ensure that implementation of service delivery can continue.</p> <p>Ensure that service provider put protective measures in place for employees on site and that COVID-19 guidelines are adhered to.</p>	<p>All services under level 5 & 4</p> <p>Details still be released</p>
Disaster Management	<p>Disaster Management.</p> <p>Establish linkages with district and provincial Joint Operations Committee (JOC)</p> <p>Fire Management remain on standby.</p>	<p>All services under level 5</p>	<p>All services under level 5 & 4</p> <p>Updated as released.</p>
Law Enforcement	<p>Enforce by-laws and lockdown directives.</p>	<p>All services under level 5</p> <p>Licensing services</p>	<p>All services under level 5 & 4</p> <p>Updated as released.</p>

Risk Adjusted Strategic Category	Municipal Essential Service		
	Level 5	Level 4	Level 3
	<p>Coordinate and cooperate law enforcement measures with SAPS and other forums.</p> <p>Monitor land invasion sites.</p> <p>Ensure no public gathering and minimise movement of public for non-essential purposes.</p> <p>Assistance to Police and Courts</p>	<p>Return of 50% of administrative staff on rotational basis.</p>	<p>Sale of liquor</p> <p>More movement with less controls in place</p>
Community Services	<p>Continued support to vulnerable community members including the homeless shelter with measures in place to contain spread of the corona virus.</p> <p>Establish a mechanism to support food security and distribution of food parcels to the homeless.</p> <p>Continue cemetery services.</p> <p>Enforce 50-max attendance at funerals (with support from law enforcement).</p> <p>Sport facilities, Community Halls and Nature Reserves closed.</p>	<p>All services under level 5</p> <p>Cutting grass and maintenance of parks and recreational facilities.</p> <p>Libraries remain closed</p> <p>Parks, hiking trails and recreational sites remain closed.</p> <p>Limit of maxi 50 attendees at funerals maintained.</p> <p>Implement measures to attend to COVID-19 related funerals.</p> <p>Sport facilities, Community Halls and Nature Reserves remain closed.</p>	<p>All services under level 5 & 4</p> <p>Max 50 attendees remains</p> <p>Updated as released.</p> <p>Hiking is allowed. Hiking trails will be accessible.</p>

Risk Adjusted Strategic Category	Municipal Essential Service		
	Level 5	Level 4	Level 3
Awareness & Education	<p>Create awareness through online platforms, social media.</p> <p>Continued information sharing including updates, awareness pamphlets, protocols and educational information related to COVID-19 and managing the containment of spread of the virus.</p> <p>Sharing other essential municipal information necessary for the public to be aware of.</p>	All services under level 5	All services under level 5 & 4 Updated as released.
Community and Development Services	<p>Libraries closed</p> <p>Parks and recreational sites where the public may gather closed.</p> <p>Planning & Development Offices closed</p> <p>Issuing of trading permits continued under Disaster Management guidelines.</p>	<p>All services under level 5</p> <p>Re-open building plan and zoning applications.</p> <p>Install transparent screens for staff that has to attend to the public.</p> <p>Gradual return of other financial services staff in line with 50% rotational attendance and social distancing guidelines.</p>	All services under level 5 & 4 Updated as released.
Financial Management	<p>Property rates holiday</p> <p>Supply Chain Management continues</p>	<p>All services under level 5</p> <p>Opening of cashier services to allow for payment facilities.</p>	All services under level 5 & 4 Updated as released.

Risk Adjusted Strategic Category	Municipal Essential Service		
	Level 5	Level 4	Level 3
		<p>Gradual return of other financial services staff in line with 50% rotational attendance and social distancing guidelines.</p> <p>Install transparent screens for staff that has to attend to the public.</p>	
Governance	<p>No physical meetings</p> <p>No portfolio, MayCo or Council Meetings</p> <p>Cancellation of public participation meetings</p> <p>Delegations of Council</p> <p>Virtual administrative meetings.</p>	<p>All services under level 5</p> <p>Alternatives to conduct public participation meetings (Stellenbosch Citizen App & other online platforms)</p> <p>Virtual Council Meeting to adopt IDP, Budget and Budget related policies.</p>	<p>All services under level 5 & 4</p> <p>Updated as released.</p>

Cleansing and Sanitising Services were identified as a critical service during COVID-19 to kill the virus in areas where the public has to gather. During the lockdown a host of areas have been cleansed and sanitised.

Table 4: List of Sanitised Areas across WC024

AREA SANITIZED	RESPONSIBLE PARTY	METHOD	FREQUENCY
Public Ablutions: Waterborne toilets			
Kayamandi, Enkanini, , Langrug, Mandela City	Appointed cleaning contractors	Hand cleaning tools,	Daily
	Appointed cleaning contractors	Backpack sprayers with sodium hypochlorite solution	Daily
Slabtown	Water Services	High pressure cleaning	Twice per week
	Water Services	High pressure cleaning	Twice per week
Public Ablutions: Chemical Toilets			
Jonkershoek, Jamestown, Vlottenburg	Water Services	Backpack sprayers with sodium hypochlorite solution	Twice per week
Kayamandi internal public roads	Water Services	High pressure cleaning	Once
Kayamandi main roads, Masitandani & Luyolo Road and Bassi Roads	Water Services	High pressure cleaning	Twice
USAVE parking and street, George Blake	Water Services	High pressure cleaning	Twice
Bridge Street, Enkanini main entrance	Water Services	High pressure cleaning	Once
George Blake NMT, R44 to Masitandani			
Kayamandi Taxi Rank	Water Services	High pressure cleaning	Twice
Kayamandi SAPS Grounds and building	Water Services	High pressure cleaning	Once
	Specialist	Fogging	Once
Stellenbosch Court House (outside)	Water Services	High pressure cleaning	Twice
Stellenbosch SAPS (outside)	Water Services	High pressure cleaning	Twice
Old Kommando Building (SAPS)	Water Services	High pressure cleaning	Once
Central Business District: Bird, Andringa, Merriman,	Water Services	High pressure cleaning	Monday to Thursday for

4. Council Delegations

As part of the Directives issued by the Minister of Cooperative Governance and Traditional Affairs parallel to the lockdown instruction issued by the President, no Council Meetings were allowed. To ensure that the lockdown does not paralyse municipal service delivery and governance.

On 30 March DCoG issued Directives with amendments and additions to the Directives of 25 March instructing municipalities in directive 6.7 to:

- (f) Ensure that during the ... Lockdown period, notwithstanding any requirements in terms of any system of delegation of municipalities, decision-making that would have required the approvals of councils, council committees, mayoral or executive committees will be made by the municipal management on written recommendation of the CFO and with the approval or concurrence of the mayor or executive mayor.

At the time the lockdown occurred, it was recognised that there is a need to ensure that decision making could continue to ensure that important service delivery matters and that the municipality can effectively respond to the Directives issued by DCoG, it was decided that Council Delegations are assigned to the Executive Mayor with support from the Municipal Manager and Chief Financial Officer. An item to this effect was tabled in Council on 25 March 2020 (please see **Annexure 1**). During the Council meeting, it was resolved to confer on the Executive Mayor all Council functions and powers with the exception of the non-delegated powers as per section 160(2) of the Constitution.

5. Essential Services Operational during Lockdown

5.1 Water tanks and additional ablution facilities

In an effort to constrain the spread of the COVID-19 virus, the Western Cape Department of Human Settlements (WC: DoHS) in collaboration with the Department of Water and Sanitation (DWS) provided twenty-six (26) water tanks in densely populated informal settlements in the WC024 area.

During the first week of the initial lockdown, the Department of Water & Sanitation donated a total of 20 JoJo type water tanks with 5kl capacity to the municipality with the intention to spread this within informal settlements where water provision was problematic. The tanks were fitted with fittings that allows 5 taps to run simultaneously.

The project also included the provision of a rented tanker truck together with a driver to ensure that the tanks would be replenished daily. On 6 April, 20 tanks arrived and the construction of plinths and installation was to be performed by Overberg Water Board.

Planning was done, and areas were identified in need of urgent response in terms of basic services which included the following:

- a. Enkanini 6
- b. Watergang 7
- c. Meerlust 1 and
- d. Langrug 6

Installation was completed at all sites on 14 April 2020 and handed over by 17 April 2020, with the exception of Langrug. Langrug presented challenges in that the community was not satisfied with the positioning of the tanks and proceeded to damage the plinths. Upon having community discussions, it was decided to elect four (4) points, higher up the mountain and provide standpipes on those points where the water tanks would have been placed.

Another six (6) tanks were donated to the Municipality which will be installed in the following areas:

- a. Watergang – Four (4) more tanks and three (3) to double up on existing tanks
- b. Meerlust – One (1) to double up on existing one
- c. Langrug – Four (4) more tanks to double up on existing tanks.

All the tanks, with the exception the four (4) at Langrug, have been installed and completed by 22 May 2020.

Just before the lockdown started the Langrug Community went through a spate of destruction of toilets. All metal parts were vandalised resulting in forty (40) toilets being rendered un-operative. After discussions with community members it was decided to install fifty (50) new concrete toilets, with a hand washing basin in each. Forty-three (43) of the toilets were formally opened for community use on 10 May 2020.

The remainder seven (7) toilets are to be placed on a steeper embankment. These toilets were completed on 22 May 2020.

5.2 Vandalism of Infrastructure

As is the case in many local authorities, Stellenbosch did not escape a spate of vandalism. The Community of Langrug destroyed 40 toilets, which started with members stealing all copper and other metal fittings. The toilets were then rendered un-usable. Doors, metal frames and other sections were also vandalised. The toilets were removed by community members in totality, with only the floor slabs remaining. Subsequent to this the community was then reported to the Human Rights Commission and police for destroying the facilities. Further complaints has been received from the community subsequently, that insufficient services were provided as required by water and sanitation standards. The need remains, but to date the community has made it impossible to respond effectively to this prevailing need.

5.3 Illegal Connections Electricity and Electrocutions

Two large informal settlements have been established at Enkanini and recently also at Watergang. These developed into approximately 5000 informal units. The majority of these units does not have access to electricity service. The total cost to supply these two areas with electricity is estimated at R100 million.

The community has started to provide their own cables from existing houses, illegally connecting and stealing electricity. Since the existing networks are not designed to accommodate electricity overload which results power surges that causes power outages for both the legal and illegal consumers. The municipality tries to disconnect the illegal connection with strong resistance from the illegal consumer preventing the illegal connections from being removed. Ultimately, it becomes impossible to restore electricity due as a result of the overloading.

In order to rectify this, it is necessary to plan a surprise action together with SAPS and our Law Enforcement to enter the affected area and remove all illegal connections. The illegal connections are highly unsafe since they are often not insulated and can cause electrical shocks. In addition, wires are mounted too low preventing any service trucks to pass through the roads. Recently, two goats were found to be electrocuted, which has not deterred the community. A pedestrian and his dog were also electrocuted by touching an uninsulated wire, on the Eskom network.

During lockdown the municipality will continue to respond to illegal connections and perpetrators who continue to steal electricity will be charged with theft.

5.4. Planning and Economic Development

The Directorate: Planning & Economic Development received large amount of complaints from the private development sector, general public and state and provincial departments due to the lack of processing land use applications within the prescribed legislative timeframes stipulated within the Council adopted Municipal Planning By-Law, 2015.

The DEA&DP offered to assist the municipality through the secondment of provincial planner(s) on a short-term basis to reduce the backlog, and the municipality also considered the appointment of additional contracted planning professionals to assist. Currently the backlog is estimated at 119 land use applications.

Furthermore it is confirmed that as from 26 March 2020 to 07 May 2020, 75 land use applications assessment reports have been drafted by the Directorate's Land Use Management Section, and have been submitted to the delegated authority, Acting Director: Planning & Economic Development for decision-making of which the majority have been finalized and decision letters has been issued from the week of 18 May 2020. The aforementioned delegated authority has been reviewed, considered and authorized. Recommendations of all the items were referred for decision-making, with the exception of five (5) land use applications. The delegated authority will draft a report with reasons for differing with the recommendations as submitted by the Land Use Management Section.

There are currently less than 40 land use applications outstanding to be drafted.

5.5 Registration of Informal Traders

Guidelines were drafted on the issuing of permits which was eventually also adapted and used by other municipalities. Permits for informal trading are being issued at the Housing Department in Drukkers Avenue where a safe environment was created to interact with the public while observing social distancing and in line with the various amended regulations in the different levels of lockdown as per the Disaster Management Act, 2002. Two hundred and sixty-six (266) permits were issued from 07 April 2020 until 22 May 2020.

5.6 Economic impact and scenario planning

The Local Economic Development unit is in the process of gathering information on the impact of the COVID-19 lockdown on the local municipality. Very slow progress has been made, due to the fact that limited data has emerged at a disaggregated and local level.

The Department is working closely with the Provincial Department of Economic Affairs who assist with the economic impact for the municipality. We envisage to have a webinar towards the end of June with the business community.

5.7 Communication

The Municipal Manager is sending out weekly internal communication to employees on measures taken to curb the spread since the outbreak of the COVID-19 pandemic. A dedicated COVID-19 page was created on the municipal website which get updated regularly as well as media platforms such as Facebook and Twitter. A Stellenbosch Councillor WhatsApp group was established in April 2020 where all information relating to COVID-19 is being shared. The Executive Mayor also send out weekly communication to the public on mitigation measures taken by Council to flatten the COVID-19 curve. Loud hailing is done to raise awareness.

The municipality also participates in the district and provincial COVID-19 JOC's with feedback to the municipal JOC represented by practitioner from the various municipal departments and the Corona Risk Committee represented the Executive Management team under leadership of the Municipal Manager.

The municipality has also started hosting Virtual Council Meetings where municipal matters and COVID-19 interventions and decisions taken under COVID-19 lockdown is reported to Council. Virtual Council Meetings were held on 27 May and 12 June 2020.

5.8 Humanitarian Relief

The Provincial and National Government through various Government Departments and Agencies has been providing funding for the distribution of food relief, i.e. food parcels or meals to vulnerable citizens and communities. Many Non-Government Organizations, Community based organisations, corporates and practice donors have also been doing the same.

The Humanitarian relief is a collaborative aid action purposed to provide social support to vulnerable community members during the COVID-19 pandemic and brings together Stellenbosch Municipality, Stellenbosch University, Visit Stellenbosch (civil society), SCAN (Stellenbosch Civil Advocacy Network, representing the non-

profit sector) and the Greater Stellenbosch Development Trust. The need exists for food distribution within the whole WC024, and donations were made to NGO's who dealt with the food distribution throughout the WC024.

To this end the municipality have made premises available to assist with collection and distribution of food parcels, made staff, drivers and vehicles available as and when necessary.

A Mobile App was established to ensure that there is alignment of all Humanitarian relief support, proper tracking and to prevent duplication and double dipping of already strained and limited funds. The application has been designed to assist in capturing and tracking how much and where food is being directed on a daily basis. It aims to provide management information to assist in better targeting and preventing duplication in delivering these services. It is designed to be used on a desktop computer or hand-held device like a cellphone by any frontline entity delivering food parcels or providing meals to citizens. The application process is stipulated on a step-by-step guide.

Furthermore, in order to better assist our vulnerable communities, the Stellenbosch Municipality has made available R100 000.00 to Stellenbosch Unite on a monthly basis for three months for April, May and June. It is important to note that up to this point Stellenbosch unite was funded by donations. The first tranche was paid over end of April/beginning May. The funds were drawn from Grant-In-Aid funding in terms of our Grant-In-Aid Policy. As we are dealing with a unique global pandemic that has an impact on the lives and livelihoods of many of our residents, the stipulation that grants be restricted to R40 000 was amended in terms of the emergency powers vested in the Executive Mayor for a once-off increase in this amount.

Additional funding of R900 000.00 was sourced from the Provincial Government with the aim to design and implement a voucher system allowing for the issuing of food vouchers to beneficiaries. This will also be allocated towards Stellenbosch Unite over the next six months. This is in an effort to aid and accelerate food distribution to those in dire need across our region.

5.9 Homeless Shelter

The homeless people were taken to the Klappmuts sport field facility. Food was provided by the Municipality on a daily basis until Department of Social Development took over. The Municipality had to move them to the Van der Stel facility given the onset of winter. It was a challenge to keep them at the facility as they left. All areas are sanitized where the public congregates to further curb the spread of the virus. All care is taken in terms of the homeless people in an effective manner. Screening is done regularly in terms of COVID-19.

5.10 Kayamandi Trauma Centre

It was confirmed that the cause of death of the person at the Kayamandi Trauma Centre was due to tuberculosis and not COVID-19 related. The venue was sanitised and disinfected by the municipality and precautionary measures were put in place. The municipality also embarked on an extensive cleaning process on all public areas in the WC024 area

5.11 Financial Services

No Credit control and debt collection procedures being performed for the months of April to June 2020. No Interest has been charged on late payments April, May and June 2020. Payment holiday was granted on property rates for April, May and June 2020, upon approval of application and subject to T&C.

5.12 Land invasions

Decisive action has been taken to curb land invasions during lockdown. Information is immediately disseminated to Law Enforcement with the assistance of the Red Ants to act.

5.13 Health and Law Enforcement

5.13.1 Services

The municipal law enforcement supports the SAPS in maintaining order in public spaces. It is the responsibility of each resident NOT to contravene the regulations by staying home and keeping their social distances in public. Although we acknowledge capacity constraints of all spheres of government, the municipality has constantly requested for assistance of SANDF in dealing with social distancing in our communities through the District and Provincial JOC respectively. Thus far, assistance has been provided in Franschoek only twice.

Strategies and operational objectives have been aligned in dealing with COVID-19 within the municipal boundaries. Fire and Disaster management and traffic enforcement operations as well as law enforcement in collaboration with SAPS continue unhindered. 24/7 emergency and normal shift teams operate as usual.

5.13.2 Infections and Potential Hotspots

Law Enforcement renders assistance to Department of Health at clinics when requested to maintain order during testing and screening.

6. Risk Register

On 18 March 2020, before the lockdown commenced, the Strategic Register was updated to include the COVID-19 pandemic as a strategic risk (Annexure A), which has received a lot of attention during quarter 4 of this financial year. More details in this regard will be made available as part of the Risk Management Report of quarter 4.

The Corona Disaster Risk Management Meeting was established under the Municipal Manager early march to deal with corona related matters. A clear terms of reference was established guiding the operations of this Committee. In the interim the municipality is participating and has established a number of forums to ensure regular check-ins with the various departments to implement COVID-19 measures and ensure

business continuity of essential and permitted services. These will indicate the measures that has been taken to respond to workplace readiness and service delivery responsiveness as more sectors of the economy is opened up under level 4 and in preparation for level 3.

A COVID-19 risk register was developed outlining the pending risk and actions to mitigate these risks. The COVID-19 risk register is included as Annexure B for your perusal.

The likelihood and impact of risk was scored on a scale of 1 to 5 to determine the inherent risk exposure of strategic risks applicable municipal wide.

Table 5: Impact and Likelihood Rating

The score is based on a heat map illustrating the inherent risk exposure.

IMPACT AND LIKELIHOOD RATING		
Likelihood Grading		
5	Highly probable	Will undoubtedly happen/recur with high degree of certainty
4	Likely/Probable	Very high likelihood of occurrence/recurrence but not persisting issue
3	Possible	Might occur/recur occasionally
2	Unlikely	Occurrence not expected with a small possibility that it will happen
1	Rare	May occur but only in exceptional circumstances
Impact Grading		
5	Very high	Very high impact with catastrophic and/or irreversable consequences
4	High	Impact is severe with clear and direct consequences on functionality or performance
3	Medium	Significant impact and requires action to minimise exposure
2	Low	Low impact on functionality, performance or delivery
1	Very Low	Very Low impact on functionality, performance or delivery

Table 6: Inherent Risk Exposure Score

Critical 20-25	act immediately s
High 16-19	action plan needed
Moderate 9-15	monitor/transfer
Low 1-8	no action required

Impact and Likelihood Matrix

5x5 RISK MATRIX

PROBABILITY	Highly Probable	5 Moderate	10 Major	15 Major	20 Severe	25 Severe
	Probable	4 Moderate	8 Moderate	12 Major	16 Major	20 Severe
	Possible	3 Minor	6 Moderate	9 Moderate	12 Major	15 Major
	Unlikely	2 Minor	4 Moderate	6 Moderate	8 Moderate	10 Major
	Rare	1 Minor	2 Minor	3 Minor	4 Moderate	5 Moderate
		Very Low	Low	Medium	High	Very High
		IMPACT				

The inherent risk exposure of Stellenbosch for the strategic risks identified in the COVID-19 risks register is calculated at a scale of 1 to 25 with 9-15 considered as moderate, 16-19 as high and 20-25 as critical. It should be noted that March to May has been an emerging phase of the corona virus with the lockdown keeping the infection rate at a minimum. As the lockdown restrictions are lifted, the risk of infection will increase. Scientists are also of the view that the peak for South Africa will be in August/September. As a result the next phase is likely to see a sharper increase in infections. Hence, readiness to respond to the increased infections is crucial in the upcoming months, and protection for the workforce.

Table 7: Strategic COVID-19 Risks

Risk Item	Risk Description	Risk Background	Impact Rating (1-5)	Likelihood Ratings (1-5)	Inherent Risk Exposure /Risk Appetite (1-25)	Action Plans/Mitigation	Risk Champion
1	Provision of Essential (L5)/Permitted (L4) municipal services	Risk to continuity of essential services to ensure that most essential services required by the community, services that contribute to containing the distribution of risks and enforcing the COVID-19 laws, regulations and guidelines.	5	2	10	Municipal Corona Risk Management check-in meetings held regularly (every day during level 5 and thereafter Monday, Wednesday & Fridays) to facilitate continuation of essential and permitted services.	Municipal Manager, All Directors, Municipal Corona Risk Committee
						Daily operational Corona Risk Management check-in meetings with representatives from municipal departments, provincial government, the provincial JOC and SAPS.	All Directors, Managers and Senior Managers
						Regular meetings and other engagement with NGO's i.e Stellenbosch Unite to ensure continuity as initiatives and programmes were rolled out and regular engagement with Western Cape Government.	Municipal Manager, Director Community Services
						Weekly meetings between MM's, Councillors of the Cape Winelands District Municipality.	Municipal Manager
						Weekly risk meetings to summarise processes that was implemented by all departments and provide feedback on risks identified.	All Directors, Managers and Senior Managers
2	Business Continuity	The greatest risk on business continuity is if a high infection rate of COVID-19 is experienced in the municipality.	5	3	15	Procure and supply of personal and protective equipment to staff (free of charge). , regular cleaning and sanitising of workspaces.	Director Financial Services
						Develop COVID-19 Workplace Plan and develop COVID-19 workplace policy.	Municipal Manager, Director Corporate Services
						Weekly compliance check of workplaces to ensure safe working environments.	Compliance Officer (report analysis to Corona Risk Management Committee)
						Daily staff screening (in line with guidelines of the Dept. of Labour) to detect and isolate employees with potential infection.	OHS risk champion and relevant line managers

Risk Item	Risk Description	Risk Background	Impact Rating (1-5)	Likelihood Ratings (1-5)	Inherent Risk Exposure /Risk Appetite (1-25)	Action Plans/Mitigation	Risk Champion
						Implement measures to limit number of employees at the workplace and implement working from home measures where possible.	Director Corporate Services and HR Manager
						Communicate all guidelines, policies and protocols to staff to ensure awareness amongst staff.	Municipal Manager, Directors supported by Comms Team
3	Revenue Generating services	Revenue collection & financial sustainability at risk during lockdown (Inclusive of Debt management; cashflow; changes patterns in revenue (more off the grid connections to water and electricity), purchase and selling of electricity.	5	4	20	Approval of the adjustment budget by council, opening of critical finance departments, i.e. debtors in line with Level 4. Debt relief to businesss that can show direct COVID-19 impact. Re-opening permitted financial services including, cash office and preparation of offices for other permitted the gradual return of permitted financial services staff on a rotational basis. Gradual re-opening of other permitted municipal financial services and continuation of financial systems.	Director Financial Services
4	Capital Expenditure	Capital spending of Service Delivery stopages as a result of lockdown regulations.	4	5	20	Contractors returning to site as per Level 4 criteria, implementing OH&S measures as legislated and adjustment budget approval to continue all projects. Continuous monitoring of capital and operational spending. Continue to expand permitted infrastructure service development in line with respective guidelines of each lockdown level. Continuously monitor compliance with health and safety regulations related to the management of the spread of COVID-19 and all other OHS requirements.	Director Infrastructure Services Director Financial Services Director Infrastructure Services Director Infrastructure Services, OHS practitioners and Compliance Officer

Risk Item	Risk Description	Risk Background	Impact Rating (1-5)	Likelihood Ratings (1-5)	Inherent Risk Exposure /Risk Appetite (1-25)	Action Plans/Mitigation	Risk Champion
5	COVID-19 & hygiene, education, Awareness	Visible education to ensure the public and staff know what COVID-19 is, how it transmits and what appropriate protocols are for preventing and minimising transmission.	4	4	16	This is ongoing and various platforms has been used by the municipality i.e. Facebook, Twitter, official webpage and official statements daily by national and provincial government, statements by the MM.	Municipal Manager, Director, supported by Comms Team
6	Governance	Adherence to all legislative compliance actions and processes including Council, IDP and Budget related matters. The lockdown has placed mandatory need for social distancing and a ban on gatherings and meetings. Some of the regulatory governance processes has been severely impact, including Council Meetings, public participation processes. This has a direct effect on the ability of the municipality to approve the Final IDP Review and MTREF Budget.	5	1	5	AI legislative processes will continue and has continued during lockdown.	
						A council resolution delegated all functions to the MM and Executive during the disaster period to ensure continuity.	
						Stellenbosch Citizen App was launched during the lockdown for public participation purpose, COVID-19 communication and general municipal communication, in addition to other online platforms available.	
						Implementation of Virtual council meetings for the tabling of the Final IDP and MTREF Budget and potentially other Council meetings during the lockdown.	
						Ensure adjustment budget in line with Disaster guidelines released by National Treasury to accommodate unforeseen impact of COVID-19 pandemic.	
Total Inherent Exposure					14,33	The inherent risk exposure is moderate but should be reduced. Risk exposure may increase as the infection rate climbs. Constant tracking necessary and continuous mitigation to minimise the inherent risk exposure and ensure that exposure and impact of the disaster is minimised.	
Risk Acceptance Level/Appetite					12	Risk Exposure should be reduced to 12	

Table 8: Operational COVID-19 Risks

Risk Item	Risk Description	Risk Background	Impact Rating (1-5)	Likelihood Ratings (1-5)	Inherent Risk Exposure/Risk Appetite (1-25)	Action Plans/Mitigation	Risk Champion
1	Implementation of health and safety measures.	Stringent measures will be implemented after lock down to ensure the well-being of all.	5	3	15	Social distancing, wearing of masks, rotation of staff at work during office hours (maintain minimal staff levels), limited contact with the public and the implementation of such measures. Sanitising public spaces and installing screens where public needs to meet staff.	Geraldine Mettler, Gary Boshoff
2	Avoidance of the convening of contact meetings.	This will include social distancing, minimal meetings and use of social media and other platforms for information purposes.	5	1	5	Use of electronic meeting platforms (where possible and practical) and social media to avoid contact meetings and limit meetings to 50 people.	Geraldine Mettler, Gary Boshoff
3	Gradual return of workforce to workplace.	Ability of municipality to continue essential and permitted services within the limitations of the Disaster Management Directives aimed at ensuring containment of the virus and limiting infections as far as reasonability possible. <i>(Full lockdown since 27 March 2020. Move from Level 5 to Level 4 as from the 1st of May 2020 after a 5 week period of lockdown.)</i>	5	3	15	Implementation of all relevant legislation in terms of the OH&S Act, Labour relations as well as Disaster Management Act. Also criteria as listed and prescribed by the Department of Labour i.e. only a third of permitted staff to return to work, schedules of attendance according to this, availability of hand sanitiser and masks to all staff, screens at helpdesks, cashiers and other offices where the public is permitted, compliance lists to be completed by staff and supervisors as required. Internal audit of the processes and the processes as implemented as well as the appointment of a compliance officer to monitor all implemented processes.	Geraldine Mettler and Directors

4	Food security	Growing vulnerability as a result of food shortages (risk of starvation of vulnerable community members) and homeless (with added risk of exposure to COVID-19 infection).	5	4	20	Creation of an interim homeless site to augment the existing shelter. Support to the homeless shelter to ensure safe place for the homeless to be during lockdown.	Geraldine Mettler, Gary Boshoff
		Coordination by the municipality to draw in all partners to supply food parcels to identified vulnerable community members IGR coordination to ensure that shelter for the homeless to limit exposure to infection.				Establishment of Stellenbosch Unite to provide collaborative aid to vulnerable community member during the COVID-19 pandemic.	
						IGR coordination with national and provincial government and the district municipality to supply sanitising product, masks, latex gloves to the shelter (with municipal finance and donations).	
5	Call Centres and Customer Care	Continuation of call centres and emergency numbers, emergency e-mails etc. to ensure continued contact with the municipality. To limit human contact and interaction to ensure minimal human contact.	5	2	10	The call centre, as well as the emergency number were fully functional during the lockdown and will continue after the said.	Anneleen De Beer, Gary Boshoff, Deon Louw
6	Unrest as a result of deprivation during lockdown	Unrest due to lack of food security, access to health care as financial limitations continue (lay offs, no work no pay principle, small business struggling) During lockdown the lack of food security and the potential of unrest due to this has become a real threat and risk.	5	4	20	Various plans and initiatives are already in place to ensure the said. This include programmes with NGO's and the private sector that has been widely communicated via social media and other platforms.	Geraldine Mettler, Gary Boshoff
						Continuous law enforcement to ensure adherence to lockdown rules and protocols.	

	Total Risk Exposure	30,00			
	Inherent Risk Exposure/Risk Appetite (1-25)				
	Risk Acceptance Level / Appetite			?	

7. Workplace Readiness

7.1 Introduction

During the lockdown level 5 guidelines clearly stipulated that only essential workers were allowed to travel and continue working. As of 1 May with the first easing of the lockdown to level 4, Stellenbosch Municipality decided that employees permitted to return to work under level 4 guidelines could start doing so as of 11 May 2020. As of 1 June, level 3 allows for all staff to return subject to the COVID-19 Occupational Health and Safety Measures in Workplaces (C19 OHS) of 2020.

In anticipation of the return of the workforce, COVID-19 prevention measures were rolled-out. As part of the advanced preparation measures put in place the following principles were adopted as part of the Business Continuity Return Plan:

1. In order to implement a safe return to work process, planning is key to ensure adequate health and safety measures are in place before staff arrive at the municipality for duty.
2. Managers and supervisors are required to determine their operational priorities and identify the actual required number of staff to report to the municipality.
3. While all staff are deemed to be "on duty", it is envisaged that not all staff may be required to physically report to the municipal offices on the same date. It is also envisaged that tasks may have to be allocated in such a way that it does not compromise social distancing and other principles.
4. In the event of a phased in approach to return to work, managers and supervisors should identify staff who are able to work from home and effectively perform their duties on a fair and defensible basis.
5. In the case of a gradual and phased in return to work, an assessment needs to be done for each function and staff member to determine at what stage of a phased in process, the staff member may return to work. Refer to Annexure A in this regard.
6. Offices must be cleaned with sanitizing agents prior to staff returning to work.
7. Prioritize work – ensure that service delivery can take place immediately and that all health and safety issues as prescribed in the OHS regulations is in place.

7.2 Steps undertaken to facilitate Workplace Readiness

In an attempt to ensure that the workplace is ready and that staff know what to do upon their return to workplaces, various mechanisms has been put in place to facilitate safety in the workplace.

These measures include:

- The development and distribution of the COVID-19 Employee Guide (Annexure 2)
- Coronavirus (COVID-19) Workplace Policy 2020 (Annexure 3)
- Established a Corona Disaster Risk Committee to serve as "Site Advisors". They will be the first contacts to manage COVID-19 at each workplace and are responsible

for coordinating all COVID-19 protocols. The Advisors will decide on relevant actions for any suspected case identified.

- A designated compliance officer has been appointed and takes responsibility to facilitate COVID-19 compliance in the workplace. All complaints in relation to COVID regulations not followed or which employees are unhappy is directed to the COVID-19 compliance officer for investigation and determination.

The COVID-19 Employee Guide outlines various aspects to ensure readiness and responsiveness as and when cases of infection or exposure arises and the COVID-19 Workplace Policy aims to align to the COVID-19 Occupational Health and Safety Measures in Workplaces for 2020 as issued by the Minister of Employment and Labour on 28 April 2020.

As part of level 4 and level 3 phase-in measures, it was agreed to keep staff at the offices within the minimum 1/3 of staff on a rotational basis to ensure that social distancing can take place. With the commencement of work it was required that:

1. Line Managers communicate safety protocols to all employees.
2. At the commencement of the working day, staff members must be screened for possible Covid-19 symptoms and the COVID-19 daily checklist form
3. Staff members who present with symptoms or who test positive for COVID-19 must be dealt with in accordance with the set protocols.

The following steps were taken to get the workplace COVID -19 ready:

- Cleaning and sanitizing of work areas took place in accordance with the applicable protocols;
- Thermometers and sanitizers at the entrances to municipal buildings;
- Social distancing measures and facilities at the entrance and exit to the workplace has been implemented in accordance with the safety and health protocols;
- Cleaning protocols (SOP) were developed and communicated to employees returning to work.

Communication remains a crucial mechanisms for awareness raising, knowledge sharing and tracking concerns that may arise, as movements in the workplace and across the municipality opens up with each lockdown. The safety of all is dependent on everyone doing what is required of them. This duty does not only lie with the employer but each employee have a positive and constructive role to play in this regard.

7.3 Gradual return of staff

To adhere to health and safety protocols to protect our employees, the following measures has been put in place:

- Appointment of a Compliance Officer to address employee and workplace concerns;

- A return to operations followed by the return of the workforce in batches of not more than one – third ($\frac{1}{3}$);
- A work from home strategy has been adopted to limit the amount of direct physical contact. Officials who have access to a laptop, internet connection, a cellphone and are able to work from home will do so where applicable;
- Staff who are 60yrs or older, as well as staff with comorbidities required to work from home has been considered;
- Timetable on how employees return: rotate / staggered;
- Daily screening of staff;
- Provision of personal protective equipment (PPE) to employees such as face cloth masks, sanitizers, screens and face shields;
- All biometric readers at our municipal buildings have been deactivated until further notice. Staff make use of the hard copy time and attendance sheets;
- Employees are placed 1.5m apart in work to maintain social distancing / protective screen will be placed at all entrances.

7.4 Virtual Council meeting

In terms of the amended Directions on Municipal Operations and Governance, of Section 27(2) of the Disaster Management Act, 2002, effective from 7 May 2020, all meetings of Council and Council Committees must be done using media platforms such as video and teleconferencing.

As such, the Municipality has developed a Virtual Council Meeting Plan to ensure that attendance can take place remotely as far as possible. Where Councillors are not able to access the Council meeting virtually municipal facilities will be provided with the necessary resources and support to facilitate attendance at the Council Meeting within the prescripts of COVID-19 guidelines. Avoiding physical contact is the best means of avoiding infections, hence the importance of finding alternatives solutions to meeting management which adheres to the principles of good governance. It is a work in progress with a need to upskill Councillors appropriately before this means can be applied flawlessly. Support sessions were arranged for all Councillors, under strict controls to minimise contact, assurance of socially distancing and strict sanitary conditions. A maximum of 10 individuals were accommodated per session. The ultimate aim is to convert all training to online platforms, with minimal contact.

8. Infections to date

On 8 June Stellenbosch had the 3rd highest number of infections in the district. New infections are reported daily.



As part of the intergovernmental initiatives underway between the provincial government, district municipality and the local municipalities in the district, identification of quarantine and isolation are underway. A number of sites have already been identified which include the following:

Drakenstein cultural facility (shared facility – Stellenbosch Municipality & Drakenstein Municipality)

- Capacity - 150 beds
- Current occupation – 14 (as at end May 2020)

Okkie Jooste – Jonkershoek (only for persons under investigation, awaiting test results))

- Capacity – 21
- Current occupation – 0

There are also other sites that has been identified awaiting approval:

- Botmashoogte, Idas valley (only for health, emergency workers)
- Coetzenburg field – possible field hospital

ANNEXURES

- Annexure 1:** Council Item, Delegation to the Executive Mayor and Emergency Assistance to Citizens in Light of COVID-19 OF 30 March 2020
- Annexure 2:** Coronavirus (COVID-19) Workplace Guide for Employees
- Annexure 3:** Coronavirus (COVID-19) Workplace Policy 2020
- Annexure 4:** Declaration of a National State of Disaster i.t.o. of section 27 of the Disaster Management Act of 2002 as issued on 15 March 2020
- Annexure 5:** Directives issued by the Minister of Cooperative Governance i.t.o. section 27 of the Disaster Management Act of 2002
- 18 March 2020
 - 25 March 2020 (level 5)
 - 30 March 2020 (level 5)
 - 29 April 2020 (level 4)
 - 7 May 2020 (level 4)
 - 28 May 2020 ((level 3)

10.2	DELEGATION TO THE EXECUTIVE MAYOR IN REGARD TO ALL LEGISLATIVE COMPLIANCE / STATUTORY MATTERS
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good governance and compliance

29 September 2021

1. SUBJECT: DELEGATION TO THE EXECUTIVE MAYOR IN REGARD TO ALL LEGISLATIVE COMPLIANCE / STATUTORY MATTERS

2. PURPOSE OF REPORT

To obtain approval from Council to delegate all the legislative compliance/statutory matters to the Executive Mayor for the period from 30 September to 1 November 2021.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

The Constitutional Court dismissed an application by the Commission to defer the upcoming general Local Government Elections which was scheduled for 27 October 2021. The Commission is now required to ensure that it prepares for an election to be held by 1 November 2021.

Due to the campaigning process and the short time frames between the Council meeting and the elections, council is now scheduled for 29 September 2021. There are compliance/statutory matters that must be considered by Council in October like the Section 52 report, the possible deviation report etcetera. Due to the council meeting that will now no longer take place in October 2021, and the possible upcoming election, is it recommended that the consideration of the compliance/statutory matters be delegated to the Executive Mayor.

5. RECOMMENDATIONS

- (a) that it be noted that Council must consider statutory matters as per legislation, which will not be able to take place in October 2021;
- (b) that the legislative compliance/statutory matters be delegated to the Executive Mayor for the period of 30 September to 1 November 2021; and
- (c) that the delegations be granted to the Executive Mayor to consider and approve the legislative compliance/statutory matters as per local government legislation, included but not limited to:-
 - MFMA Section 52 Reporting
 - Performance Management Reports
 - Monthly Financial Statutory Reporting: Deviations.

6. DISCUSSION / CONTENTS

6.1 Discussion

A Council meeting is scheduled for 27 October 2021 as per the approved annual schedule of meetings in which the Executive Mayor must table legislative matters.

Given the declaration made by the Constitutional Court in terms of section 172(1)(b) of the Constitution, which dismissed an application by the Commission to defer the upcoming general Local Government Elections scheduled for 27 October 2021, it will be impractical to convene a Council meeting during this period due to the imminent elections.

Subsequently, and to ensure continuous service delivery it is proposed that all statutory matters as per local government legislation be conferred to the Executive Mayor.

The following function will not be delegated:

- (a) The passing of by-laws;
- (b) the approval of budgets;
- (c) the imposition of rates and other taxes, levies and duties; and
- (d) the raising of loans.

Furthermore, the Executive mayor will be required in terms of section 63 of the Municipal Systems Act to report to Council on decisions taken after the elections.

7. Financial Implications

As per the approved budget

8. Legal Implications

The recommendations are in line with legislative provisions. Recommendation is in line with section 63 of the Municipal Systems Act.

9. Staff Implications

No additional staff implications

10. Previous / Relevant Council Resolutions

None

11. Risk Implications

If the legislative compulsory/ statutory matters are not dealt with in October, the municipality will be in non-compliance with the legislation, and it may have a negative impact on the Audit.

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 September 2021

10.3	AARTO: IMPLEMENTATION FROM 1 OCTOBER 2021
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Collaborator No:

IDP KPA Ref No: Good Governance and Compliance

Meeting Date: 2021-09-29

1. SUBJECT AARTO: IMPLEMENTATION FROM 1 OCTOBER 2021

2. PURPOSE

To submit a report to Council to consider submitting a formal objection to the RTMC and RTIA to implement Phase 2 of AARTO (Issuing Authority), at the Stellenbosch Municipality.

3. DELEGATED AUTHORITY

The authority to give consent to the introduction/implementation of AARTO is vested in Council.

4. EXECUTIVE SUMMARY

The AARTO Amendment Act 4 of 2019 with regulations is now incrementally being put in place and will culminate with the implementation of the Points Demerit System. The impact of the points demerit system embedded in the AARTO process is such that there will be an allocation of demerit points for specific transgressions committed by infringers on South African roads.

The AARTO Amendment Act 4 of 2019 is different. It “decriminalises” all but the most serious traffic offences and subjects it to administrative processes. It does this by categorising road traffic violations as “infringements” or “offences”. Infringements are dealt with administratively. Criminal offences are prosecuted in criminal courts.

The “new intended AARTO system” differs considerably from the current system. Currently, the way traffic fines are issued and processed by the Local and Provincial Authorities in almost every jurisdiction of the country, is through using the Criminal Procedure Act. As its name implies, it is a criminal process and regards all violations of traffic law to be criminal offences. These offences are prosecuted by the NPA, mainly in the magistrate courts.

The intention is that infringers can exercise their elective options accompanied by the introduction of the Independent Appeals Tribunal, where they can appeal against the rulings of the Road Traffic Infringement Agency (RTIA) to the tribunal where such representations were unsuccessful.

The amended AARTO process comprises three steps, which in turn involve several sub-processes, depending on how you, as a motorist react. Throughout its processes the duty is on the motorist to act and failure to do so will result in consequences of varying severity.

These steps are:

1. An infringement notice;
2. A courtesy letter; and
3. An enforcement order.

Step 1 – Infringement Notice

1. A Traffic offence is regarded as a very serious violation of the law which warrants a major sentence on conviction, such as imprisonment or a substantial monetary fine, or both.
2. Minor and major infringements are dealt with in accordance with the administrative procedures, as prescribed in the AARTO Act.

If a person is alleged to have committed an infringement, the traffic officer will issue an Infringement Notice.

Hand-written infringement notices are handed out by traffic officers and will eventually be replaced by electronic devices. Camera infringements are electronically generated by eNatis and sent by mail. At this point, the fine amount has a 50% discount attached if paid in 32 days.

Step 2 – Courtesy Letter

1. A courtesy letter is mailed if the fine is not paid in the first 32 days that the infringement notice is issued. At this point, the full amount must now be paid plus administration fees. Failure to comply with the requirements of the Courtesy Letter will result in the issuing of an Enforcement Order.

Step 3 – Enforcement Order

1. By failing to comply with the Courtesy Letter or appearing in court after electing to appear in court, an offender will be issued an Enforcement Order by mail. At this point, demerit points will be automatically allocated.

Failure to comply with the requirements of the Enforcement Order within 32 days will result in a Warrant being issued to recover the applicable penalty and fees.

Until such time that the penalty and the additional fees have been paid, no driving license, professional driving permit, or vehicle license disc will be issued which is registered in the perpetrator's name until the Enforcement Order has been complied with or revoked.

Step 4 – Warrant of Execution

1. If the Enforcement Order is not complied with within 32 days a Warrant will be issued and handed to a Sheriff for execution. This may include seizing your movable property, defacing your driving license and license disc, or reporting you to a credit bureau.

With all the above not in place, we cannot proceed by introducing AARTO within the municipal area as we are not ready to perform all these functions as our systems is not align to AARTO.

(Refer to the Final Readiness Assessments of Offices of Identified Provincial and Municipal IA's for Phase One and Two: 2021/22 Financial Year document).

5. RECOMMENDATIONS

- (a) that Council notes the report, specifically with regard to its functionality and constitutional challenges to implement AARTO;
- (b) that Council formally objects to the implementation of AARTO; and
- (c) that Council mandate the Municipal Manager to formally communicate council's decision.

6. DISCUSSION / CONTENTS**6.1 Background**

The office of the Traffic Chief in the Community and Protection Services Directorate submits to Council that Stellenbosch Municipality is not ready to roll out AARTO on 1 October 2021, on the following grounds:

Stellenbosch Municipality has raised serious concerns with the RTMC (Road Traffic Management Corporation) and the RTIA (Road Traffic Infringement Agency) about the efficacy of the Administrative Adjudication of Road Traffic Offences Act, which is due to introduce its 2nd phase effective from 1 October 2021, whereby Stellenbosch Municipality will be among the Municipalities to be proclaimed as an issuing authority.

At no stage did Stellenbosch Municipality give the RTMC or RTIA notice that the municipality is ready for the implementation of AARTO.

It was only at the RTIA meeting of 19 August 2021, that both the Traffic Chief and the Deputy Traffic Chief: Administration was notified that Stellenbosch Municipality has been identified as an Issuing Authority (IA) with a unique IA number 9030.

AARTO aims to introduce significant changes to driving laws in the country, including a new demerit system. It will also be responsible for the administration, collection and adjudication of fines related to road traffic offences. AARTO has outlined its objective as the reduction in road fatalities.

Stellenbosch Municipality must consider its options to challenge the implementation of AARTO specifically regarding its functionality and the lack of readiness of Stellenbosch Municipality to implement AARTO in the municipal area. The mandate to give consent to the introduction of AARTO is vested in Council.

Another concern is the impact it will have on the revenue of the municipality as the finance department has to do an impact study to determine how AARTO will affect the budget and revenue streams of the municipality.

The other objection would be related to the powers of law enforcement where AARTO legislation appears to conflict with local government mandates as far as it relates to traffic and parking.

Stellenbosch Municipality is continuously engaging with the Western Cape Provincial AARTO Coordinator's office and again engaged with the Road Traffic Infringement Agency on the 09th of September 2021 to register certain concerns related to AARTO regulations and its envisaged second phase rollout in Stellenbosch, in October 2021.

6.2 Discussion

The Municipality have indicated in a Microsoft Teams (online meeting) on the 09th of September 2021 with the RTIA Senior Operations Manager, Mrs Venda Mamabolo, which were facilitated by the Western Cape AARTO Coordinator, Mr Nathan Arendse and a delegation of the Municipality consisting of the following persons:

Chief Financial Officer, Mr Kevin Carolus;
Senior Manager Protection Services, Mr Charl Kitching;
Finance Department, Mrs Monique Steyl;
Finance Department, Mrs Nadia Hendricks;

Mr Ayanda Royi (Stellenbosch Municipality AARTO representative); and Traffic Chief, Mr G Solomons.

The abovementioned Municipal delegation have informed the RTIA (Road Traffic Infringement Agency) that the municipality is not ready to introduce and again placed it on record that the decision is vested within Council. Mrs Mamabolo indicated that Stellenbosch Municipality needs to formulate an official objection.

On the 14th of September 2021, the Chief Traffic Services and the Deputy Chief Traffic Administration attended a Teams online meeting with the RTIA, referred to as the Western Cape IA's (Issuing Authorities) meeting.

The Traffic Chief again placed it on record that the Municipality is not ready for the introduction and proclamation of the AARTO regulations within the municipal area.

Other areas of concern raised by the municipality are:

- a) Our traffic operational staff are not trained for AARTO.
- b) Our back office administrative staff, cashiers and clerks are not trained for the facilitation of Traffic Fines in terms of and the AARTO system.
- c) AARTO has not provided Stellenbosch Municipality with law enforcement equipment.
- d) The new AARTO books could not be ordered as Stellenbosch Municipality have no mandate to do so.
- e) The RTMC eNatis infrastructure isn't in place to be fully compliant with the AARTO system.
- f) There are no Service Level Agreement in place for the letters to be managed by the South African Post Office (SAPO).
- g) No formal discussions can be concluded on pricing and fees with our service provider (TMT) as we don't have the mandate to proceed with this.

6.3 Financial Implications

At the time of preparing the Annual MREF Budget for 2021/2022 – 2023/2024 the financial implications of implementing AARTO was not known given the uncertainty about the implementation date and the resources required to implement this project. The expenditure incurred directly for this project will be Unauthorised Expenditure as it was not catered for in the approved budget.

An item must first serve at council for its consideration and approval prior to adjusting the budget. This item will include a detailed financial assessment of at least the following cost implications:

- a) Additional cost for IT Infrastructure (eNatis upgrade/integration of eNatis with SAMRAS).
- b) Additional cost for employment of additional back-office staff, cashiers, accountants to perform receipting and reconciliations etc in terms of the accounting standards and mSCOA.

- c) Additional cost for furniture, tools and equipment that might be required.
- d) Training cost of municipal employees (specifically related to mSCOA & accounting treatment).
- e) Legal cost that may be incurred as Service Legal Agreement with other suppliers have been entered into for the issuing and collection of traffic fines (Legally of the SLA with the South African Post Office to be questioned as no competitive bidding process has been followed to enter into this agreement with them, as well as the delays experienced with their service/poor performance).
- f) Cost vs benefits analysis of cost to perform this this unfunded mandate in relation to the expected revenue the municipality will receive, given the fact that currently this function is mainly outsourced.
- g) Only once the detailed financial assessments are done and submitted to council, will the municipality be able to make an informed decision regarding the implementation of AARTO as it has long-term financial implications as well as operational impacts.

6.4 **Legal Implications**

That Council takes note of the legal sections in the Administrative Adjudication of Road Traffic Offences Amendment Act, 2019,

Regulation 1 (h) refers.

(h) by the substitution for the definition of “issuing authority” of the following definition: ***‘issuing authority’*** means—

- (a) local authority contemplated in Chapter 7 of the Constitution of the Republic of South Africa, 1996, [(Act 108 of 1996)]

The Local Government Transition Act, 1993 (Act No. 209 of 1993), or any other applicable law;

- (b) a provincial administration;
- (c) the Road Traffic Management Corporation, established under section 4 of the Road Traffic Management Corporation Act, 1999[.]; or
- (d) any other state institution declared by the Minister by regulation to be an issuing authority, in so far as such authority, administration or state institution is responsible for road traffic and road transport matters;”

6.5 **Staff Implications**

Additional cost for employment of additional back-office staff, cashiers, accountants to perform receipting and reconciliations etc in terms of the accounting standards and mSCOA.

6.6 **Previous / Relevant Council Resolutions**

None

6.7 **Risk Implications**

The risk is addressed through the content of the report.

6.8 Comments from Senior Management**6.8.1 Director Community and Protection Services**

Contents noted.

6.8.2 Municipal Manager

Section 156(1)(a) of the Constitution vests in municipalities' exclusive executive competence over all matters listed in Part B of Schedule 5.

Thus, if municipal traffic law enforcement is to move from a system of enforcement through the judiciary to a system of administrative enforcement through administratively imposed fines and demerit points, it is only municipal organs of state that can be vested with those administrative enforcement powers.

The AARTO Act purports to vest the administrative enforcement powers over municipal traffic laws in the Authority which is a national organ of state. The Amendment Act compounds the problem by vesting powers of appeal in the Appeals Tribunal, which is another national organ of state, and by removing the right that an alleged offender had under section 17(1)(f)(iv) of the AARTO Act prior to its amendment, to bypass the unconstitutional national administrative enforcement system by electing to have his or her alleged traffic offence tried in the courts.

Therefore, both the AARTO Act and the Amendment Act are accordingly inconsistent with section 156(1)(a) of the Constitution and are invalid.

Annexures:

ANNEXURE A: Administrative Adjudication of Road Traffic Offences Amendment Act, 2019

ANNEXURE B: SLA IA's and SAPO

ANNEXURE C: Action List WC Meeting 19th August 2021

ANNEXURE D: WC Minutes of meeting 19th August 2021

ANNEXURE E: Final Readiness Assessments of Offices of Identified Provincial and Municipal IA's for Phase One and Two: 2021/22 Financial Year document.

FOR FURTHER DETAILS, CONTACT:

NAME	GAVIN SOLOMONS
POSITION	CHIEF TRAFFIC SERVICES
DIRECTORATE	COMMUNITY & PROTECTION SERVICES
CONTACT NUMBERS	021 – 808 8811
E-MAIL ADDRESS	<u>Gavin.Solomons@stellenbosch.gov.za</u>
REPORT DATE	22 SEPTEMBER 2021

ANNEXURE A



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THE PRESIDENCY

No. 1080 19 August 2019

It is hereby notified that the President has assented to the following Act, which is hereby published for general information:—

Act No. 4 of 2019: Administrative Adjudication of Road Traffic Offences Amendment Act, 2019

DIE PRESIDENSIE

No. 1080 19 Augustus 2019

Hierby word bekend gemaak dat die President sy goedkeuring geheg het aan die onderstaande Wet wat hierby ter algemene inligting gepubliseer word:—

No. 4 van 2019: Wysigingswet op die Administratiewe Beregting van Padverkeersmisdrywe, 2019

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GENERAL EXPLANATORY NOTE:

- [] Words in bold type in square brackets indicate omissions from existing enactments.
- Words underlined with a solid line indicate insertions in existing enactments.

(English text signed by the President)
(Assented to 13 August 2019)

ACT

To amend the Administrative Adjudication of Road Traffic Offences Act, 1998, so as to substitute and insert certain definitions; to improve the manner of serving documents to infringers; to add to the functions of the Road Traffic Infringement Authority; to repeal certain obsolete provisions; to establish and administer rehabilitation programmes; to provide for the apportionment of penalties; to provide for the establishment of the Appeals Tribunal and matters related thereto; to effect textual corrections; and to provide for matters connected therewith.

PARLIAMENT OF THE Republic of South Africa enacts as follows:—

Amendment of section 1 of Act 46 of 1998, as amended by section 1 of Act 22 of 1999 and section 1 of Act 72 of 2002

1. Section 1 of the Administrative Adjudication of Road Traffic Offences Act, 1998 (hereinafter referred to as the principal Act), is hereby amended—
- (a) by the substitution in the definition of “acceptable identification” for subparagraph (i) of paragraph (d) of the following subparagraph:
- “(i) a company, a certificate of incorporation or name change issued in terms of the [**Companies Act, 1973 (Act No. 61 of 1973)**] **Companies Act, 2008 (Act No. 71 of 2008)**”;
- (b) by the deletion of the definition of “agency”;
- (c) by the insertion after the definition of “authorised officer” of the following definition:
- “**‘Authority’** means the Road Traffic Infringement Authority, established in terms of section 3”;
- (d) by the substitution for the definition of “date of service” of the following definition:
- “**‘date of service’** means the date on which an infringer has **[signed for]** received the relevant document served on him or her under section 30”;

ALGEMENE VERDUIDELIKENDE NOTA:

[] Woorde in vet druk tussen vierkantige hake dui skrapings uit bestaande verordenings aan.

_____ Woorde met 'n volstreep daaronder dui invoegings in bestaande verordenings aan.

(Engelse teks deur die President geteken)
(Goedgekeur op 13 Augustus 2019)

WET

Tot wysiging van die Wet op die Administratiewe Beregting van Padverkeersmisdrywe, 1998, ten einde sekere omskrywings te vervang en in te voeg; om die wyse van betekening van dokumente aan oortreders te vereenvoudig; om by te voeg tot die werksaamhede van die Padverkeeroortredingsowerheid; om sekere uitgediende bepalinge te herroep; om rehabiliteringsprogramme in te stel en te administreer; om voorsiening te maak vir die toedeling van boetes; om voorsiening te maak vir die instelling van die Appèltribunaal en aangeleenthede wat daarmee in verband staan; om tekskorreksies aan te bring; en om voorsiening te maak vir aangeleenthede wat daarmee in verband staan.

DAAR WORD BEPAAL deur die Parlement van die Republiek van Suid-Afrika, soos volg:—

Wysiging van artikel 1 van Wet 46 van 1998, soos gewysig deur artikel 1 van Wet 22 van 1999 en, in die Engelse teks, deur artikel 1 van Wet 72 van 2002

1. Artikel 1 van die Wet op die Administratiewe Beregting van Padverkeersmisdrywe, 1998 (hieronder “die Hoofwet” genoem), word hierby gewysig—

- (a) deur in die omskrywing van “aanvaarbare identifikasie” subparagraaf (i) van paragraaf (d) deur die volgende subparagraaf te vervang:
- “(i) ’n maatskappy, ’n sertifikaat van inlywing of naamsverandering wat ingevolge die [Maatskappywet, 1973 (Wet No. 61 van 1973)] Maatskappywet, 2008 (Wet No. 71 van 2008), uitgereik is; of”;
- (b) deur paragraaf (dA) van die omskrywing van “aanvaarbare identifikasie”, ingevoeg in die Engelse teks by artikel 1(a) van Wet 72 van 2002, na paragraaf (d)(ii) in te voeg:
- “(dA) ’n bestuurslisensie uitgereik ingevolge die Nasionale Padverkeerswet, 1996 (Wet No. 93 van 1996);”;
- (c) deur die omskrywing van “agentskap” te skrap;
- (d) deur die omskrywing van “balju” te skrap;

- (e) by the insertion after the definition of “disqualification period” of the following definition:
 “**‘electronic service’** means service by electronic communication as defined in the Electronic Communications Act, 2005 (Act No. 36 of 2005), and as contemplated in section 19(4) of the Electronic Communication and Transactions Act, 2002 (Act No. 25 of 2002);” 5
- (f) by the insertion after the definition of “enforcement order” of the following definition:
 “**‘habitual infringer’** means an infringer, operator or a juristic person who, in terms of section 25, incurs demerit points resulting in a disqualification more than two times;” 10
- (g) by the substitution for the definition of “infringement” of the following definition:
 “**‘infringement’** means any act or omission in contravention of this Act and any road traffic legislation or transport legislation;” 15
- (h) by the substitution for the definition of “issuing authority” of the following definition:
 “**‘issuing authority’** means—
 (a) local authority contemplated in Chapter 7 of the Constitution of the Republic of South Africa, 1996, [(Act 108 of 1996)] the Local Government Transition Act, 1993 (Act No. 209 of 1993), or any other applicable law; 20
 (b) a provincial administration;
 (c) the Road Traffic Management Corporation, established under section 4 of the Road Traffic Management Corporation Act, 1999[.]; 25
 or
 (d) any other state institution declared by the Minister by regulation to be an issuing authority,
 in so far as such authority, administration or state institution is responsible for road traffic and road transport matters;” 30
- (i) by the deletion of the definition of “major infringement”;
 (j) by the deletion of the definition of “minor infringement”;
 (k) by the deletion of the definition of “national contraventions register”;
 (l) by the insertion after the definition of “Minister” of the following definition:
 “**‘National Road Traffic Offences Register’** means the National Road Traffic Offences Register administered by the Authority in which the details of infringements and offences of every infringer are recorded;” 35
- (m) by the substitution for the definition of “representations officer” of the following definition:
 “**‘representations officer’** means a person appointed in terms of section 10 to adjudicate on representations contemplated in section 18;” 40
- (n) by the deletion of the definition of “sheriff”; and
 (o) by the deletion of the word “and” after the definition of “sheriff”, the insertion of the word “and” after the definition of “this Act”, the deletion of the full-stop after the definition of “this Act” and the addition after the definition of “this Act” of the following definition:
 “**‘Tribunal’** means the Appeals Tribunal established by section 29A;” 45

Amendment of section 4 of Act 46 of 1998

2. Section 4 of the principal Act is hereby amended—

- (a) by the substitution in subsection (1) for paragraph (a) of the following paragraph: 50
 “(a) to administer a procedure to discourage the contravention of road traffic [laws] legislation or transport legislation and to support adjudication of infringements as set out in subsection (2);”

- (e) deur die volgende omskrywing ná die omskrywing van “dwangbevel” in te voeg:
 “**‘elektroniese betekening’** betekening deur elektroniese kommunikasie soos omskryf in die Wet op Elektroniese Kommunikasie, 2005 (Wet No. 36 van 2005), en soos beoog in artikel 19(4) van die Wet op Elektroniese Kommunikasies en Transaksies, 2002 (Wet No. 25 van 2002);” 5
- (f) deur die omskrywing van “datum van betekening” deur die volgende omskrywing te vervang:
 “**‘datum van betekening’** die datum waarop ’n oortreder [**geteken het vir**] die betrokke dokument wat kragtens artikel 30 op hom of haar beteken is, **ontvang het**;” 10
- (g) deur die volgende omskrywing ná die omskrywing van “gemagtigde beampte” in te voeg:
 “**‘gewoonteortreder’** ’n oortreder, operateur of ’n regs persoon wat, ingevolge artikel 25, strafpunte kry wat meer as twee keer ’n diskwalifikasie tot gevolg het;” 15
- (h) deur die omskrywing van “groter oortreding” te skrap;
 (i) deur die omskrywing van “kleiner oortreding” te skrap;
 (j) deur die omskrywing van “nasionale oortredingsregister” te skrap; 20
- (k) deur die volgende omskrywing ná die omskrywing van “misdryf” in te voeg:
 “**‘Nasionale Register van Padverkeersmisdrywe’** die Nasionale Register van Padverkeersmisdrywe geadminestreer deur die Owerheid waarin die besonderhede van die oortredings en misdrywe van elke oortreder aangeteken word;” 25
- (l) deur die omskrywing van “oortreding” deur die volgende omskrywing te vervang:
 “**‘oortreding’ enige handeling of versuim in stryd met hierdie Wet en enige padverkeerswetgewing of vervoerwetgewing;**”
- (m) deur die volgende omskrywing ná die omskrywing van “oortredingskennisgewing” in te voeg:
 “**‘Owerheid’** die Padverkeeroortredingsowerheid, ingestel by artikel 3;” 30
- (n) deur die volgende omskrywing ná die omskrywing van “strafpunte” in te voeg:
 “**‘Tribunaal’** die Appèltribunaal by artikel 29A ingestel;” 35
- (o) deur die omskrywing van “uitreikingsgesag” deur die volgende omskrywing te vervang:
 “**‘uitreikingsgesag’**—
 (a) ’n plaaslike owerheid beoog in Hoofstuk 7 van die Grondwet van die Republiek van Suid-Afrika, 1996 [(Wet No. 108 van 1996)], die Oorgangswet op Plaaslike Regering, 1993 (Wet No. 209 van 1993), of enige ander toepaslike wet; 40
 (b) ’n provinsiale administrasie; [of]
 (c) die Padverkeersbestuurskorporasie, ingestel kragtens artikel 4 van die Wet op die Padverkeersbestuurskorporasie, 1999[.]; of 45
 (d) enige ander staatsinstelling deur die Minister by regulasie tot uitreikingsgesag verklaar,
 vir sover sodanige owerheid, administrasie of Korporasie verantwoordelik is vir verkeersaangeleenthede;” en 50
- (p) deur die omskrywing van “representations officer”, ingevoeg in die Engelse teks by artikel 1(b) van Wet 72 van 2002, na die omskrywing van “uitreikingsgesag” in te voeg en verder te wysig:
 “**‘vertoë-beampte’** iemand wat ingevolge artikel 10 aangestel is om die vertoë in artikel 18 beoog, te bereg;” 55

Wysiging van artikel 4 van Wet 46 van 1998

2. Artikel 4 van die Hoofwet word hierby gewysig—

- (a) deur in subartikel (1) paragraaf (a) deur die volgende paragraaf te vervang:
 “(a) om ’n prosedure te administreer om die oortreding van [**padverkeerswette**] padverkeerswetgewing of vervoerwetgewing te ontmoedig, en om die beregting van oortredings te ondersteun, soos uiteengesit in subartikel (2);” 60

6

- (b) by the substitution in subsection (1) for paragraph (c) of the following paragraph:
 “(c) **[to provide specialised prosecution support services as set out in subsection (4)] to administer and manage a point demerit system for infringements and offences; and”;** 5
- (c) by the substitution in subsection (2) for paragraph (b) of the following paragraph:
 “(b) considering representations from an infringer in terms of section 18 with regard to an infringement notice or the non-compliance with the prescribed processes by an issuing authority relating to **[a minor] an infringement;**” 10
- (d) by the deletion in subsection (2) of paragraph (e);
 (e) by the deletion in subsection (2) of the word “and” at the end of paragraph (f);
 (f) by the deletion in subsection (2) of the full-stop at the end of paragraph (g) and the insertion in that subsection of the word “and” at the end of that paragraph; 15
 (g) by the addition in subsection (2) of the following paragraph:
 “(h) **administering prescribed rehabilitation programmes for habitual infringers;**”;
- (h) by the insertion in subsection (3) of the word “and” at the end of paragraph (a); 20
 (i) by the deletion in subsection (3) of the expression “; and” at the end of paragraph (b) and the insertion in that subsection of a full-stop at the end of that paragraph;
 (j) by the deletion in subsection (3) of paragraph (c); and
 (k) by the deletion in subsection (4) of paragraphs (a) and (c). 25

Amendment of section 11 of Act 46 of 1998

3. Section 11 of the principal Act is hereby amended by the substitution for subsection (2) of the following subsection:
 “(2) The **[agency] Authority** may pay to the persons in its employ such remuneration and allowances, and may provide them with pensions and other benefits, as the **[board] Board** may determine **[with the approval of the Minister acting in consultation with the Minister of Finance] after consultation with the Minister.**” 30

Repeal of section 12 of Act 46 of 1998

4. Section 12 of the principal Act is hereby repealed. 35

Amendment of section 13 of Act 46 of 1998, as amended by section 7 of Act 72 of 2002

5. Section 13 of the principal Act is hereby amended—
 (a) by the deletion in subsection (1) of the word “and” at the end of paragraph (d); and
 (b) by the insertion in subsection (1) after paragraph (d) of the following paragraph:
 “(dA) **penalties issued and collected by, or on behalf of, an issuing authority; and**”.

Substitution of section 15 of Act 46 of 1998 45

6. The following section is hereby substituted for section 15 of the principal Act:

“Banking account

15. The **[agency] Authority** may, with the approval of the **[Director-General] Board**, open and maintain one or more accounts with a bank registered **[finally]** as a bank in terms of the Banks Act, 1990 (Act No. 94 of 1990), in which must be deposited **[the] money received by the [agency] Authority and money received from issuing authorities, driving licence testing centres and registering authorities, and from which payments by [it] the Authority or on its behalf may be made.**” 50

- (b) deur in subartikel (1) paragraaf (c) deur die volgende paragraaf te vervang:
“(c) **[om gespesialiseerde ondersteuningsdienste vir vervolging te voorsien, soos uiteengesit in subartikel (4)] om ’n strafpuntstelsel vir oortredings en misdrywe te administreer en te bestuur; en**”;
- (c) deur in subartikel (2) paragraaf (b) deur die volgende paragraaf te vervang: 5
“(b) **vertoë van ’n oortreder ingevolge artikel 18 te oorweeg aangaande ’n oortredingskennisgewing of die nievoldoening aan prosesse deur ’n uitreikingsgesag voorgeskryf met betrekking tot ’n [kleiner] oortreding;**”;
- (d) deur paragraaf (e) van subartikel (2) te skrap; 10
- (e) deur in subartikel (2) die woord “en” aan die einde van paragraaf (f) te skrap;
- (f) deur in subartikel (2) die punt aan die einde van paragraaf (g) te vervang en in daardie subartikel die woord “en” aan die einde van die paragraaf in te voeg;
- (g) deur in subartikel (2) die volgende paragraaf by te voeg: 15
“(h) **voorgeskrewe rehabilitasieprogramme vir gewoonte-oortreders te administreer;**”;
- (h) deur die woord “en” aan die einde van paragraaf (a) van subartikel (3) te voeg;
- (i) deur die uitdrukking “; en” aan die einde van paragraaf (b) van subartikel (3) deur ’n punt te vervang; 20
- (j) deur in subartikel (3) paragraaf (c) te skrap; en
- (k) deur in subartikel (4) paragrawe (a) en (c) te skrap.

Wysiging van artikel 11 van Wet 46 van 1998

3. Artikel 11 van die Hoofwet word hierby gewysig deur subartikel (2) deur die volgende subartikel te vervang: 25
“(2) Die **[agentskap] Owerheid** kan aan die persone in sy diens die vergoeding en toelaes betaal, en kan aan hulle die pensioene en ander voordele voorsien, wat die **[raad met die goedkeuring van die Minister, handelende in oorleg met die Minister van Finansies]** Raad, na oorleg met die Minister, bepaal.”.

Herroeping van artikel 12 van Wet 46 van 1998

4. Artikel 12 van die Hoofwet word hierby herroep. 30

Wysiging van artikel 13 van Wet 46 van 1998, soos gewysig in die Engelse teks by artikel 7 van Wet 72 van 2002

5. Artikel 13 van die Hoofwet word hierby gewysig—
- (a) deur paragraaf (d) van subartikel (1) deur die volgende paragraaf te vervang: 35
“(d) donasies ontvang, wat in die jaarverslag beoog in artikel [7(3)] 7(2) verklaar moet word; **[en]**”;
- (b) deur die volgende paragraaf ná paragraaf (d) van subartikel (1) in te voeg: 40
“(dA) **boetes uitgereik en ingevorder deur of namens ’n uitreikingsgesag; en**”.

Vervanging van artikel 15 van Wet 46 van 1998

6. Artikel 15 van die Hoofwet word hierby deur die volgende artikel vervang:

“Bankrekening

15. Die **[agentskap] Owerheid** kan, met die goedkeuring van die **[Direkteur-generaal] Raad**, een of meer rekenings oopmaak en in stand 45 hou by ’n bank wat **[finaal]** geregistreer is as ’n bank ingevolge die Bankwet, 1990 (Wet No. 94 van 1990), waarin geld gedeponeer moet word wat deur die **[agentskap] Owerheid** ontvang word en **geld wat ontvang word van uitreikingsgesagte, bestuurslisensie-toetsentrums en registrasie-owerhede**, en waaruit betalings deur of namens **[hom]** die Owerheid 50 gedoen kan word.”.

Amendment of section 17 of Act 46 of 1998, as amended by section 8 of Act 72 of 2002

7. Section 17 of the principal Act is hereby amended—

(a) by the substitution in subsection (1) for paragraph (e) of the following paragraph:

“(e) inform the infringer that the demerit points position may be ascertained **[from the national contraventions register at the office of any issuing authority, registering authority or driving licence testing centre] in the prescribed manner;**”;

(b) by the deletion in subsection (1)(f) of subparagraph (iv); and

(c) by the substitution for subsection (5) of the following subsection:

“(5) The owner or operator of a motor vehicle who permits any person to drive such vehicle or otherwise to exercise any control over such vehicle, without having ascertained the full names, **[acceptable identification and] identity document** or residential **[and]**, postal **and, where applicable, business and e-mail** address of **an infringer**, such person is **[guilty of an offence and] liable [upon conviction to a fine or imprisonment for a period not exceeding one year or to both a fine and such imprisonment] for the prescribed penalty and fees.**”.

Amendment of section 18 of Act 46 of 1998, as amended by Act 72 of 2002

8. Section 18 of the principal Act is hereby amended—

(a) by the substitution for subsection (1) of the following subsection:

“(1) **(a)** An infringer who has been served with an infringement notice alleging that he or she has committed **[a minor] an infringement**, may make **[representations] a representation in the prescribed manner**, with respect to that notice **and infringement to the [Agency] Authority.**”

(b) In the event that a representation is successful as a result of prescribed procedures not being complied with, that infringement notice, courtesy letter or enforcement order may be served again on that infringer in the prescribed manner within 40 days from the date that the representation was finalised, provided that the infringement notice, courtesy letter or enforcement order must not be served later than 180 days from the date **the infringement was committed.**”;

(b) by the substitution in subsection (4) for paragraph (b) of the following paragraph:

“(b) Any representations contemplated in paragraph (a) must be submitted to the **Authority, as prescribed [issuing authority concerned, who must reply thereto within the prescribed time].**”;

(c) by the substitution for subsection (7) of the following subsection:

“(7) If the representations are rejected, the representations officer may advise the infringer **[to elect in the prescribed manner to be tried in court,] of his or her right of review or appeal to the Tribunal** and must serve or cause to be served on the infringer a prescribed written notification informing him or her—

(a) of the reasons for the decision, and provide the issuing authority concerned with a copy thereof;

(b) if the infringer does not **[elect to be tried in court] exercise the right to review or appeal—**

(i) that the penalty, the prescribed representations fee and the prescribed fee of the courtesy letter, if any, are payable to the **[agency] Authority** or that the arrangements are made with the **[agency] Authority** in the prescribed manner to pay in instalments, not later than 32 days after the date of service of the notification; and

(ii) that failure to pay the penalty and fees or to make arrangements to pay in instalments will result in an enforcement order being served on the infringer and that the infringer will become liable to pay the penalty and fees and the prescribed fee of the enforcement order; and

Wysiging van artikel 17 van Wet 46 van 1998, soos gewysig in die Engelse teks deur artikel 8 van Wet 72 van 2002

7. Artikel 17 van die Hoofwet word hierby gewysig—
- (a) deur in subartikel (1) paragraaf (e) deur die volgende paragraaf te vervang: 5
 “(e) inligting verskaf aan die oortreder dat die stand van strafpunte op die voorgeskrewe wyse [in die nasionale oortredingsregister] vasgestel kan word [by die kantoor van enige uitreikingsgesag, registrasie-owerheid of bestuurslisensie-toetsentrum];”;
- (b) deur in subartikel (1)(f) subparagraaf (iv) te skrap; en
- (c) deur subartikel (5) deur die volgende subartikel te vervang: 10
 “(5) Die eienaar of operateur van ’n motorvoertuig, wat toetsem dat enige persoon sodanige voertuig bestuur of andersins beheer daaroor uitoefen, sonder om [daardie persoon] ’n oortreder se volle name, [aanvaarbare identifikasie en] identiteitsdokument of woon- [en posadres] pos- en, waar van toepassing, sake- en e-posadres te verkry, is 15
 [aan ’n misdryf skuldig en by skuldigbevinding strafbaar met ’n boete of gevangenisstraf vir ’n tydperk van hoogstens een jaar of met beide ’n boete en sodanige gevangenisstraf] daardie persoon aanspreeklik vir die voorgeskrewe boete en gelde.”

Wysiging van artikel 18 van Wet 46 van 1998, soos gewysig in die Engelse teks deur Wet 72 van 2002 20

8. Artikel 18 van die Hoofwet word hierby gewysig—
- (a) deur subartikel (1) deur die volgende subartikel te vervang: 25
 “(1) (a) ’n Oortreder op wie ’n oortredingskennisgewing beteken is wat beweer dat hy of sy ’n [kleiner] oortreding gepleeg het, kan ten opsigte van daardie kennisgewing [vertoë rig] op die voorgeskrewe wyse ’n verhoog aan die [agentskap] Owerheid rig.
 (b) Indien ’n verhoog suksesvol is omdat die voorgeskrewe prosedures nie gevolg is nie, kan daardie oortredingskennisgewing, hoflikheidsbrief of dwangbevel binne 40 dae vanaf die datum waarop die verhoog afgehandel is, weer op daardie oortreder beteken word op die voorgeskrewe wyse, met dien verstande dat die oortredingskennisgewing, hoflikheidsbrief of dwangbevel nie langer as 180 dae nadat die oortreding begaan is, beteken mag word nie.”;
- (b) deur in subartikel (4) paragraaf (b) deur die volgende paragraaf te vervang: 35
 “(b) Enige verhoog beoog in paragraaf (a), moet voorgelê word aan die [betrokke uitreikingsgesag wat binne die voorgeskrewe tyd daarop moet antwoord] Owerheid, soos voorgeskryf.”; en
- (c) deur subartikel (7) deur die volgende subartikel te vervang: 40
 “(7) Indien die verhoog verwerp word, kan die verhoog-beampte die oortreder adviseer [om op die voorgeskrewe wyse te kies om in die hof verhoor te word,] van sy of haar reg op hersiening of appèl tot die Tribunaal en moet ’n skriftelike kennisgewing op die oortreder beteken of laat beteken wat hom of haar inlig—
- (a) oor die redes vir die besluit, waarvan ’n afskrif aan die betrokke 45
 uitreikingsgesag voorsien moet word;
- (b) dat indien hy of sy nie [kies om in die hof verhoor te word nie] die reg op hersiening of appèl uitoefen nie—
- (i) die boete, die voorgeskrewe [vertoë-geld] verhoog-geld en die 50
 voorgeskrewe geld van die hoflikheidsbrief, indien enige, aan die [agentskap] Owerheid betaalbaar is of dat op die voorgeskrewe wyse met die Owerheid gereël word dat betaling in paaiemente gemaak word, nie later nie as [28] 32 dae na die datum van betekening van die kennisgewing; en
- (ii) ’n versuim om die boete en gelde te betaal of om te reël dat dit 55
 in paaiemente betaal word, tot gevolg sal hê dat ’n dwangbevel op die oortreder beteken sal word en dat die oortreder aanspreeklik sal word om die boete en gelde en die voorgeskrewe geld vir die dwangbevel te betaal; en

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- (c) if the infringer elects to **[be tried in court, which may only be done on the advice of the representations officer,]** exercise the right to review or appeal that the provisions of **[section 22]** Chapter IVA apply.”.

Amendment of section 19 of Act 46 of 1998, as amended by section 10 of Act 72 of 2002 5

9. Section 19 of the principal Act is hereby amended—

- (a) by the insertion in subsection (2)(b) of the word “or” at the end of subparagraph (i);
 (b) by the substitution in subsection (2)(b) for the expression “; or” of a fullstop at the end of subparagraph (ii); and
 (c) by the deletion in subsection (2)(b) of subparagraph (iii). 10

Amendment of section 19B of Act 46 of 1998, as inserted by section 11 of Act 72 of 2002

10. Section 19B of the principal Act is hereby amended— 15

- (a) by the substitution in subsection (1) for the words preceding paragraph (a) of the following words:
 “If an infringer makes **[an]** insufficient payment to the **[agency] Authority** in terms of this Act in respect of a **[fine] penalty** or the cheque used for payment is dishonoured, a notice as prescribed must be served on an infringer, informing him or her—”;
 (b) by the substitution in subsection (1) for paragraph (b) of the following paragraph:
 “(b) that failure to comply with the notice contemplated in paragraph (a) will lead to **[a warrant] an enforcement order** being issued against him or her in terms of section **[21] 20**.”; and
 (c) by the substitution in subsection (2) for paragraph (c) of the following paragraph:
 “(c) that failure to comply with the notice will lead to **[a warrant] an enforcement order** in respect of the full amount owed being issued against him or her in terms of section **[21] 20**.”. 20 25 30

- (c) dat die bepalings van [artikel 22] Hoofstuk IVA van toepassing is, indien hy of sy kies om [deur die hof verhoor te word] die reg op hersiening of appèl uit te oefen.”.

Wysiging van artikel 19 van Wet 46 van 1998, soos gewysig deur artikel 10 van Wet 72 van 2002 5

9. Artikel 19 van die Hoofwet word hierby gewysig—
- (a) deur die woord “of” aan die einde van subparagraaf (i) in subartikel (2)(b) in te voeg;
- (b) deur in subartikel (2)(b) die uitdrukking “; of” aan die einde van subparagraaf (ii) deur ’n punt te vervang; en 10
- (c) deur in subartikel (2)(b) subparagraaf (iii) te skrap.

Wysiging van artikel 19A en 19B van Wet 46 van 1998, soos ingevoeg in die Engelse teks by artikel 11 van Wet 72 van 2002

10. Artikel 19A en 19B van die Hoofwet, soos ingevoeg in die Engelse teks by artikel 11 van Wet 72 van 2002, word hierby ingevoeg en verder gewysig deur artikel 19A en 19B ná artikel 19 in die Hoofwet in te voeg: 15

“Opsies

- 19A.** Waar ’n oortreder een van die opsies in artikel 17(1)(f), 18(7)(b) of 19(2)(b) beoog binne 32 dae uitoefen, welke opsies—
- (a) die opsie insluit om boetes en gelde te betaal, indien enige, of om reëlins te tref om in paaiemente te betaal, moet die aangeleentheid afgehandel word sonder oorweging van die ander opsies; en 20
- (b) in enige ander geval, ook die opsie insluit om in die hof verhoor te word, moet hierdie opsie negeer word ten einde die aangeleentheid buite die hof af te handel ooreenkomstig die administratiewe proses in hierdie Wet beoog. 25

Betalings

- 19B.** (1) Indien ’n oortreder ingevolge hierdie Wet ’n ontoereikende betaling aan die Owerheid doen ten opsigte van ’n boete of die tjek wat vir betaling gebruik is gedishonoreer word, moet ’n kennisgewing soos voorgeskryf op die oortreder beteken word, wat hom of haar inlig— 30
- (a) dat die volle bedrag verskuldig, ook die voorgeskrewe gelde vir die kennisgewing, binne 32 dae van betekening van die kennisgewing betaal moet word;
- (b) dat versuim om aan die kennisgewing in subartikel (a) bedoel, te voldoen, sal lei tot die uitreiking van ’n dwangbevel teen hom of haar ingevolge artikel 20. 35
- (2) Indien ’n oortreder wat reëlins getref het om ’n boete of gelde, indien enige, in paaiemente te betaal, versuim om die paaiemente te betaal of ’n ontoereikende betaling op ’n paaiement doen of die tjek wat vir die betaling van daardie paaiement gebruik is, gedishonoreer word, moet ’n kennisgewing soos voorgeskryf op die oortreder beteken word, wat hom of haar inlig— 40
- (a) dat die uitstaande balans van die paaiement, ook die gelde vir die kennisgewing, binne sewe dae van betekening van die kennisgewing betaal moet word of dat reëlins vir die betaling daarvan in daardie tyd getref moet word; 45
- (b) dat enige betaling in paragraaf (a) genoem soos gereël, gedoen moet word en dat daaropvolgende paaiemente soos oorspronklik gereël, betaal moet word; 50
- (c) dat versuim om aan die kennisgewing te voldoen, sal lei tot die uitreiking van ’n dwangbevel teen hom of haar ingevolge artikel 21.”.

Amendment of section 20 of Act 46 of 1998, as amended by section 12 of Act 72 of 2002

11. Section 20 of the principal Act is hereby amended—
- (a) by the substitution in subsection (1) for the words preceding paragraph (a) of the following words: 5
- “If an infringer fails to comply with the requirements of a notification contemplated in section 18(7) or a courtesy letter contemplated in section 19(2)(b) or has failed to **[appear in court as contemplated in section 22(3)(a)]** apply for review or appeal to the Tribunal, as the case may be, the registrar must, subject to subsection (2)—”; 10
- (b) by the substitution in subsection (1) for paragraph (d) of the following paragraph:
- “(d) provide the infringer with a print-out of the demerit points incurred by him or her to date, together with an indication of the number of points left before his or her driving licence, professional driving permit, any permit or licence issued in terms of any road traffic legislation or transport legislation or operator card is suspended in terms of section 25 or cancelled in terms of section 27.”; 15
- (c) by the substitution for subsection (3) of the following subsection: 20
- “(3) An enforcement order must [—
- (a)] state that the infringer on whom it is served may, not later than 32 days after the date of service of the order, pay the penalty, representations fee and the fees of the courtesy letter, if any, and the prescribed fee of the enforcement order to the [agency] Authority at the specified place and in the specified manner, and that the prescribed demerit points will be recorded in the [national contraventions register] National Road Traffic Offences Register [; and 25
- (b) state that a failure to comply with the requirements of the enforcement order within the period contemplated in paragraph (a) will result in a warrant being issued to recover the applicable penalty and fees.”; 30
- (d) by the insertion in subsection (5) after paragraph (b) of the following paragraph: 35
- “(bA) any permit or licence issued in terms of any road traffic legislation or transport legislation;”; and
- (e) by the substitution in subsection (10) for paragraph (b) of the following paragraph: 40
- “(b) the infringer must be informed about it in the prescribed manner and his or her driving licence, professional driving permit [or], operator’s card or permit or licence issued in terms of any road traffic legislation or transport legislation, must be returned [or the endorsement of a driving licence that is contained in an identity document must be cancelled,] unless he or she has been disqualified otherwise.”.

Wysiging van artikel 20 van Wet 46 van 1998, soos gewysig in die Engelse teks by artikel 12 van Wet 72 van 2002

11. Artikel 20 van die Hoofwet, soos in die Engelse teks gewysig by artikel 12 van Wet 72 van 2002, word hierby ingevoeg en verder gewysig—

- (a) deur die woorde wat paragraaf (a) van subartikel 1 voorafgaan deur die volgende woorde te vervang: 5
 “Indien ’n oortreder versuim om te voldoen aan die vereistes van ’n kennisgewing beoog in artikel 18(7) of ’n hoflikheidsbrief beoog in artikel 19(2)(b) of versuim het om [die hof teenwoordig te wees soos beoog in artikel 22(3)(a)] by die Tribunaal aansoek te doen om hersiening of appèl, na gelang van die geval, moet die registrateur, behoudens subartikel (2)—”;
- (b) deur paragraaf (a) van subartikel 1 deur die volgende paragraaf te vervang: 10
 “(a) ’n dwangbevel uitreik, dit op die oortreder beteken en die nasionale oortredingsregister [diensooreenkomstig] diensooreenkomstig updateer;”;
- (c) deur in subartikel (1) paragraaf (d) deur die volgende paragraaf te vervang: 15
 “(d) die oortreder voorsien van ’n drukstuk van die strafpunte wat deur hom of haar tot op datum opgeloopt is, tesame met ’n aanduiding van die getal punte wat oorbly voordat sy of haar bestuurslisensie, professionele bestuurspermit, enige permit of lisensie ingevolge enige padverkeerswetgewing of vervoerwetgewing of operateurskaart opgeskort word ingevolge artikel 25 of gekanselleer word ingevolge artikel 27.”;
- (d) deur paragraaf (a) en (b) van subartikel (2) deur die volgende paragraaf te 25
 vervang:
 “(a) ’n oortredingskennisgewing[, ’n kennisgewing] beoog in artikel 18(7) of ’n hoflikheidsbrief, na gelang van die geval, op die betrokke oortreder beteken is;
 (b) ’n tydperk van minstens [28] 32 dae verloop het sedert die datum van betekening van genoemde kennisgewing of hoflikheidsbrief, na gelang van die geval;”;
- (e) deur subartikel (3) deur die volgende subartikel te vervang: 30
 “(3) ’n Dwangbevel moet—
 (a) verklaar dat die oortreder op wie dit beteken word, nie later nie as [28] 32 dae na die datum van betekening van die bevel, die boete, die [vertoë-geld] vertoë-geld, en die gelde vir die hoflikheidsbrief, indien enige, en die voorgeskrewe gelde van die dwangbevel op die gespesifiseerde plek en die gespesifiseerde wyse aan die [agentskap] Owerheid kan betaal, en dat die voorgeskrewe 40
 strafpunte in die [nasionale oortredingsregister] Nasionale Register van Padverkeersmisdrywe aangeteken [sal] word; en
 (b) verklaar dat ’n versuim om die vereistes van die dwangbevel na te kom binne die tydperk beoog in paragraaf (a), tot gevolg sal hê dat ’n lasbrief uitgereik sal word om die toepaslike boete en gelde te verhaal.”;
- (f) deur die volgende paragraaf ná paragraaf (b) in subartikel (5) in te voeg: 45
 “(bA) enige permit of lisensie ingevolge enige padverkeerswetgewing of vervoerwetgewing uitgereik;”;
- (g) deur subartikels (7) en (8) deur die volgende subartikels te vervang: 50
 “(7) ’n Oortreder op wie ’n dwangbevel beteken is, kan daaraan voldoen deur die toepaslike boete en gelde [te betaal] aan—
 (a) ’n die plaaslike registrasie-owerheid[;] of
 [(b) ’n] bestuurslisensie-toetsentrum te betaal.
 (8) ’n [Registrasie-owerheid] Plaaslike registrasie-owerheid of bestuurslisensie-toetsentrum moet die Nasionale Register van Padverkeersmisdrywe updateer en die agentskap op die voorgeskrewe wyse in kennis stel indien [dit] hy enige betaling beoog in subartikel (7) ontvang het, en moet die betaling aan die agentskap oorbetal na aftrekking van die voorgeskrewe invorderingsgeld, binne die voorgeskrewe tydperk, waarna die Owerheid rente teen die voorgeskrewe 60
 koers kan hef.”;

Repeal of section 21 of Act 46 of 1998

12. Section 21 of the principal Act is hereby repealed.

Repeal of section 22 of Act 46 of 1998, as substituted by section 14 of Act 72 of 2002

13. Section 22 of the principal Act is hereby repealed.

Amendment of section 25 of Act 46 of 1998, as amended by Act 72 of 2002

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14. Section 25 of the principal Act is hereby amended—

(a) by the substitution for subsection (1) of the following subsection:

“(1) If a person, operator or a juristic person who is not an operator, incurs demerit points which, when added to the points previously recorded against that person, operator or a juristic person who is not an operator in the [national contraventions register] National Road Traffic Offences Register and reduced as contemplated in section 28, exceed the total contemplated in section 29(d), that person, operator or a juristic person who is not an operator is disqualified [with effect from] within 32 days, after such excess points have been incurred, from driving or operating a motor vehicle on a public road.”;

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(b) by the substitution in subsection (2) for paragraph (b) of the following paragraph:

“(b) The Minister may prescribe different numbers under paragraph (a) in respect of a driver, a learner driver, [and] an operator of a motor vehicle and a juristic person who is not an operator.”;

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(c) by the substitution for subsection (3) of the following subsection:

“(3) A person, [who is disqualified in terms of this section] operator, or a juristic person who is not an operator—

(a) must [immediately] within a period of 32 days hand in any driving licence card [or], professional driving permit, motor vehicle licence disc, operator card or any other permit, card or licence issued in terms of road traffic legislation or transport legislation, where applicable, in the prescribed manner to the relevant issuing authority contemplated in section 26(2) for retention by such issuing authority during the disqualification period, produce any driving licence [contained in an identity document] to such issuing authority for endorsement as suspended or must remove the prescribed operator card and deal therewith in the prescribed manner; and

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- (h) deur die volgende woorde aan die einde van paragraaf (b) van subartikel (9) te voeg:
- “(b) die uitreikingsgesag op die voorgeskrewe wyse aansoek doen om die herroeping van die dwangbevel, en die oortreder of die uitreikingsgesag, na gelang van die geval, wat om die herroeping van ’n dwangbevel aansoek gedoen het, moet op die voorgeskrewe wyse van die resultaat van so ’n aansoek ingelig word.”; en
- (i) deur subartikel (10) ná subartikel (9) by te voeg:
- “(10) Indien ’n dwangbevel herroep word, word die gevolge daarvan gekanselleer en indien dit die kansellering behels van ’n diskwalifikasie om ’n motorvoertuig te bestuur of te gebruik—
- (a) moet die Nasionale Register van Padverkeersmisdrywe opdateer word; en
- (b) moet die oortreder op die voorgeskrewe wyse daarvoor ingelig word en moet sy of haar bestuurslisensie, professionele bestuurspermit of operateurskaart of permit of lisensie uitgereik ingevolge enige padverkeerswetgewing of vervoerwetgewing, teruggegee word of kanselleer word tensy hy of sy andersins onbevoeg is.”.
- Herroeping van artikel 21 van Wet 46 van 1998**
12. Artikel 21 van die Hoofwet word hierby herroep.
- Herroeping van artikel 22 van Wet 46 van 1998, soos vervang deur artikel 14 van Wet 72 van 2002**
13. Artikel 22 van die Hoofwet word hierby herroep.
- Wysiging van artikel 25 van Wet 46 van 1998, soos in die Engelse teks gewysig deur Wet 72 van 2002**
14. Artikel 25 van die Hoofwet word hierby gewysig—
- (a) deur subartikel (1) deur die volgende subartikel te vervang en verder te wysig:
- “(1) Indien ’n persoon, operateur of ’n regs persoon wat nie ’n operateur is nie, strafpunte oploop wat, wanneer dit by die punte getel word wat voorheen teen daardie persoon, operateur of ’n regs persoon wat nie ’n operateur is nie in die [nasionale oortredingsregister] Nasionale Register van Padverkeersmisdrywe aangeteken is en verminder is soos in artikel 28 beoog, die totaal beoog in artikel 29(d) oorskry, is daardie persoon [op voorgeskrewe wyse], operateur of ’n regs persoon wat nie ’n operateur is nie, binne 32 dae nadat sodanige punte opgedoen is, gediskwalifiseer om ’n motorvoertuig op ’n openbare pad te bestuur of te gebruik.”;
- (b) deur in subartikel (2) paragraaf (b) deur die volgende paragraaf te vervang:
- “(b) Die Minister kan verskillende getalle voorskryf kragtens paragraaf (a) ten opsigte van ’n bestuurder, ’n leerlingbestuurder, [en] ’n operateur van ’n motorvoertuig en ’n regs persoon wat nie ’n operateur is nie.”;
- (c) deur subartikel (3) deur die volgende subartikel te vervang:
- “(3) ’n Persoon [wat ingevolge hierdie artikel gediskwalifiseer is], operateur, of ’n regs persoon wat nie ’n operateur is nie—
- (a) moet [onmiddellik] binne ’n tydperk van 32 dae enige bestuurslisensie [of], professionele bestuurspermit, motorvoertuiglisensieskyfie, operateurskaart of enige ander permit, kaart of lisensie uitgereik ingevolge padverkeerswetgewing of vervoerwetgewing, waar van toepassing, by die tersaaklike uitreikingsgesag beoog in artikel 26(2) inhandig vir terughouding deur sodanige uitreikingsgesag gedurende die diskwalifiseringstydperk, of moet die voorgeskrewe operateurskaart verwyder en daarmee handel op voorgeskrewe wyse; en

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- (b) may not apply for a driving licence, professional driving permit or operator card, motor vehicle licence disc, operator card or any other permit, card or licence disc issued in terms of road traffic legislation or transport legislation during the disqualification period.”;
- (d) by the substitution for subsection (4) of the following subsection: 5
 “(4) [Any] In the event that a person, operator or a juristic person who is not an operator, [who] fails to comply with the provisions of subsection (3)(a) or [who] drives or operates a motor vehicle during his or her disqualification period, his or her licence, permit, card or licence issued in terms of any road traffic legislation or transport legislation is suspended for a further period of one year for every subsequent driving or operation and such person is guilty of an offence and liable on conviction to a fine or imprisonment for a period not exceeding one year or both a fine and such imprisonment.”;
- (e) by the substitution for subsection (5) of the following subsection: 15
 “(5) Upon expiry of [his or her] the disqualification period, a person referred to in subsection (3) may apply in the prescribed manner to the relevant issuing authority [to] for the return of [his or her driving licence card or professional driving permit or to reissue an operator card] the document referred to in subsection (3)(a).” 20

Amendment of section 29 of Act 46 of 1998

15. Section 29 is hereby amended by the substitution for paragraph (a) of the following paragraph:

- “(a) prescribe infringements and offences [, and categorise them into minor infringements, major infringements and other offences];” 25

Insertion of CHAPTER IVA in Act 46 of 1998

16. The following Chapter is hereby inserted in the principal Act after Chapter IV:

**“CHAPTER IVA
 APPEALS TRIBUNAL**

Establishment and constitution of Tribunal 30

29A. (1) The Appeals Tribunal is hereby established.

(2) The Tribunal—

- (a) has jurisdiction throughout the Republic;
 (b) is a juristic person;
 (c) is a tribunal of record; and 35
 (d) must exercise its functions in accordance with this Act or any other applicable legislation.

(3) The Tribunal consists of a Chairperson and eight other persons appointed by the President, on a part-time basis, and on the recommendation of the Minister, from among those persons nominated by the Minister in response to a public call for nominations as prescribed. 40

(4) The President must—

- (a) appoint the Chairperson and other members of the Tribunal no later than the date on which this Act comes into operation; and
 (b) appoint a person to fill any vacancy which may occur on the Tribunal. 45

(5) To be eligible for appointment or designation as a member of the Tribunal, and to continue to hold that office, a person must—

- (a) not be subject to any disqualification set out in subsection (6); and
 (b) have submitted to the Minister a written declaration stating that the person— 50

- (b) mag gedurende die diskwalifiseringstydperk nie aansoek doen om 'n bestuurslisensie, professionele bestuurspermit of operateurskaart, motorvoertuiglisensieskyfie, of enige ander permit, kaart of lisensieskyfie uitgereik ingevolge padverkeerswetgewing of vervoerwetgewing nie.”;
- (d) deur subartikel (4) deur die volgende subartikel te vervang:
 “(4) [Enige] Indien 'n persoon, operateur of 'n regs persoon wat nie 'n operateur is nie, [wat] gedurende sy of haar diskwalifiseringstydperk verzuim om aan die beginsels van subartikel (3)(a) te voldoen of 'n motorvoertuig bestuur of gebruik, [is] word sy of haar lisensie, permit, kaart of lisensie ingevolge enige padverkeerswetgewing of vervoerwetgewing uitgereik, vir 'n verdere tydperk van een jaar vir elke daaropvolgende bestuur of gebruik opgeskort en sodanige persoon is skuldig aan 'n misdryf en by skuldigbevinding strafbaar met 'n boete of gevangenisstraf vir 'n tydperk van hoogstens een jaar of met beide 'n boete en sodanige gevangenisstraf.”; en
- (e) deur subartikel (5) deur die volgende subartikel te vervang:
 “(5) By verstryking van [sy of haar] die diskwalifiseringstydperk, mag 'n persoon bedoel in subartikel (3), op die voorgeskrewe wyse aansoek doen by die tersaaklike uitreikingsgesag om [sy of haar bestuurslisensie of professionele bestuurspermit terug te handing of om die heruitreiking van die operateurskaart] die dokument in subartikel (3)(a) bedoel, terug te gee.”.

Wysiging van artikel 29 van Wet 46 van 1998

15. Artikel 29 word hierby gewysig deur paragraaf (a) deur die volgende paragraaf te vervang:
 “(a) oortredings en misdrywe voorskryf [, en hulle in kleiner oortredings, groter oortredings en ander misdrywe kategoriseer];”.

Invoeging van HOOFSTUK IVA in Wet 46 van 1998

16. Die volgende hoofstuk word hierby na Hoofstuk IV in die Hoofwet ingevoeg:

“HOOFSTUK IVA

APPÈLTRIBUNAAL

Instelling en samestelling van Tribunaal

- 29A. (1) Die Appèltribunaal word hierby ingestel.
- (2) Die Tribunaal—
- (a) het regdeur die Republiek jurisdiksie;
- (b) is 'n regs persoon;
- (c) is 'n notulerende tribunaal; en
- (d) moet sy werksaamhede ooreenkomstig hierdie Wet of enige ander toepaslike wetgewing verrig.
- (3) Die Tribunaal bestaan uit 'n Voorsitter en agt ander persone deur die President aangestel, op 'n deelydse grondslag, en op die aanbeveling van die Minister, uit die geledere van diegene deur die Minister benoem in reaksie op 'n publieke oproep vir benoemings soos voorgeskryf.
- (4) Die President moet—
- (a) die Voorsitter en ander lede van die Tribunaal nie later nie as die datum waarop hierdie Wet in werking tree, aanstel; en
- (b) 'n persoon aanstel om enige vakature wat op die Tribunaal kan ontstaan, te vul.
- (5) Om as 'n lid van die Tribunaal aanstelbaar of aanwysbaar te wees, en om daardie amp te behou, moet 'n persoon—
- (a) nie aan 'n onbevoegdheid in subartikel (6) uiteengesit, onderhewig wees nie; en
- (b) 'n skriftelike verklaring aan die Minister voorgelê het wat stel dat die persoon—

- (i) is not disqualified in terms of subsection (6); and
(ii) does not have any interests referred to in subsection (6)(a).
- (6) A person may not be a member of the Tribunal if that person—
- (a) personally or through a spouse, partner or associate—
- (i) has or acquires a direct or indirect financial interest in a transport-related company or entity; or 5
- (ii) has or acquires an interest in a business or enterprise, which may conflict or interfere with the proper performance of his or her duties as a member of the Tribunal;
- (b) is an unrehabilitated insolvent or he or she becomes insolvent and the insolvency results in the sequestration of that person's estate; 10
- (c) has ever been, or is, removed from an office of trust on account of a guilty finding in respect of a complaint of misconduct related to fraud or the misappropriation of money;
- (d) is subject to an order of a competent court holding that person to be mentally unfit or mentally disordered; 15
- (e) within the previous 10 years has been, or is, convicted in the Republic or elsewhere of theft, fraud, forgery or uttering a forged document, perjury, an offence under the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004), an offence under the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001), or an offence involving dishonesty; or 20
- (f) has been convicted of any other offence committed after the Constitution of the Republic of South Africa, 1996, took effect, and sentenced to imprisonment without an option of a fine. 25
- (7) For the purpose of subsection (6)(a), a financial interest does not include an indirect interest held in any fund or investment if the person contemplated in that subsection has no control over the investment decisions of that fund or investment.
- (8) A member of the Tribunal must promptly inform the Minister in writing after acquiring an interest that is, or is likely to become, an interest contemplated in subsection (6)(a). 30
- (9) A member of the Tribunal must not—
- (a) engage in any activity that may undermine the integrity of the Tribunal; 35
- (b) attend, participate in or influence the proceedings of the Tribunal, if, in relation to the matter before the Tribunal, that member has an interest—
- (i) contemplated in subsection (6)(a); or
- (ii) that precludes that member from performing the functions of a member of the Tribunal in a fair, unbiased and proper manner; 40
- (c) make private use of, or profit from, any confidential information obtained as a result of performing that person's functions as a member of the Tribunal; or
- (d) divulge any information referred to in paragraph (c) to any third party, except as required as part of that person's official functions as a member of the Tribunal. 45
- (10) If, at any time, it appears to a member of the Tribunal that a matter being considered by the Tribunal during proceedings concerns an interest of that member referred to in subsection (9)(b), that member must— 50
- (a) immediately and fully disclose the nature of that interest to the members present; and
- (b) withdraw from the proceedings to allow the remaining members to discuss the matter and determine whether the member should be prohibited from participating in any further proceedings concerning that matter. 55

- (i) nie ingevolge subartikel (6) onbevoeg is nie; en
(ii) geen belange in subartikel 6(a) bedoel, het nie.
- (6) Iemand mag nie 'n lid van die Tribunaal wees nie indien daardie persoon—
- (a) persoonlik of deur 'n gade, vennoot of medewerker— 5
(i) 'n direkte of indirekte finansiële belang in 'n vervoerverwante maatskappy of entiteit het of verkry; of
(ii) 'n belang in 'n besigheid of onderneming het of verkry, wat in stryd kan wees met of kan inmeng met die behoorlike verrigting van sy of haar pligte as 'n lid van die Tribunaal; 10
- (b) 'n ongerehabiliteerde insolvent is of insolvent word en die insolvensie die sekwestrasie van daardie persoon se bedoel tot gevolg het; 10
- (c) ooit uit 'n vertrouensamp verwyder is of word weens 'n skuldigbevinding ten opsigte van 'n aanklag van wangedrag wat met bedrog of die wanaanwending van geld verband hou; 15
- (d) aan 'n bevel van 'n bevoegde hof onderhewig is ingevolge waarvan daardie persoon verstandelik onbevoeg of verstandelik verstuur verklaar is; 15
- (e) binne die voorafgaande 10 jaar in die Republiek of elders skuldig bevind is of word aan diefstal, bedrog, vervalsing of uitgifte van 'n vervalste dokument, meeneed, 'n misdryf kragtens die Wet op die Voorkoming en Bestryding van Korrupte Bedrywighede, 2004 (Wet No. 12 van 2004), 'n misdryf kragtens die Wet op die Finansiële Intelligensiesentrum, 2001 (Wet No. 38 van 2001), of 'n misdryf wat oneerlikheid behels; of 20
- (f) aan enige ander misdryf skuldig bevind is wat gepleeg is nadat die Grondwet van die Republiek van Suid-Afrika, 1996, in werking getree het, en tot gevangenisstraf sonder die opsie van 'n boete gevonnissen is. 25
- (7) By die toepassing van subartikel (6)(a), sluit 'n finansiële belang nie 'n indirekte belang gehou in enige fonds of belegging in nie indien die persoon in daardie subartikel beoog, geen beheer oor die beleggingsbesluite van daardie fonds of belegging het nie. 30
- (8) 'n Lid van die Tribunaal moet die Minister onverwyld skriftelik inlig nadat hy of sy 'n belang verkry het wat 'n belang beoog in subartikel (6)(a) is of waarskynlik kan word. 35
- (9) 'n Lid van die Tribunaal moet nie—
- (a) by enige aktiwiteit betrokke raak wat die integriteit van die Tribunaal kan ondergrawe nie; 35
- (b) die verrigtinge van die Tribunaal bywoon, daaraan deelneem of dit beïnvloed nie indien daardie lid, in verband met die aangeleentheid voor die Tribunaal, 'n belang het— 40
(i) in subartikel (6)(a) beoog; of
(ii) wat daardie lid verhinder om die werksaamhede van 'n lid van die Tribunaal op 'n regverdige, onpartydige en behoorlike wyse te verrig; 45
- (c) privaat gebruik maak van, of wins maak uit, enige vertroulike inligting verkry as gevolg van die verrigting van daardie persoon se werksaamhede as 'n lid van die Tribunaal nie; of 45
- (d) enige inligting in paragraaf (c) bedoel aan 'n derde party bekend maak nie, behalwe waar daardie persoon se amptelike werksaamhede as 'n lid van die Tribunaal dit vereis. 50
- (10) Indien dit, te eniger tyd, vir 'n lid van die Tribunaal voorkom asof 'n aangeleentheid wat tydens verrigtinge deur die Tribunaal oorweeg word 'n belang in subartikel (9)(b) bedoel van daardie lid aangaan, moet daardie lid— 55
- (a) die aard van daardie belang onmiddellik en ten volle aan die teenwoordige lede bekend maak; en 55
- (b) van die verrigtinge onttrek sodat die oorblywende lede die aangeleentheid kan bespreek en bepaal of die lid verbied moet word om aan enige verdere verrigtinge aangaande daardie aangeleentheid, deel te neem. 60

(11) The disclosure by a member of the Tribunal in terms of subsection (10)(a), and the decision by the Tribunal in terms of subsection (10)(b), must be expressly recorded in the records of the proceedings in question.

(12) The proceedings of the Tribunal, and any decisions taken by a majority of the members present and entitled to participate in those decisions, are binding despite—

- (a) a member of the Tribunal failing to disclose an interest as required by subsection (10); or
- (b) a member of the Tribunal, having an interest, attending or participating in those proceedings.

Functions of Tribunal

29B. (1) The Tribunal may—

- (a) adjudicate on any matter brought to it by an infringer aggrieved by a decision taken by the representation officer in terms of this Act;
- (b) hear appeals against, or review, any decision of the representation officer that may in terms of this Act be referred to it; and
- (c) make any ruling or order necessary or incidental to the performance of its functions in terms of this Act.

(2) The appeal or review referred to in subsection (1)(b) must be lodged with the Tribunal within 30 days of receipt of the reasons for the decision, and lodged in the manner and on payment of fees, as prescribed by the Minister.

(3) The Tribunal may, on good cause shown, condone the late filing of an appeal or review.”

Qualifications of members of Tribunal

29C. (1) The members of the Tribunal, viewed collectively—

- (a) must represent a broad cross-section of the population of the Republic; and
- (b) must comprise sufficient persons with legal qualifications and knowledge or experience in road traffic and road transport related matters.

(2) Each member of the Tribunal must—

- (a) be a citizen of South Africa, who is ordinarily resident in the Republic;
- (b) have suitable qualifications and experience in a field related to road traffic and transport legislation or any special skills, qualifications, expertise or experience in matters concerning legal, financial and economic matters; and
- (c) be committed to the purposes of this Act.

Conditions of appointment and terms of office of members

29D. (1) The Chairperson and any other member of the Tribunal must, for each day or part of a day in any month on which the duties attached to the office concerned were performed, be remunerated and paid a travelling and subsistence allowance, at such daily rate as the Minister in consultation with the Minister of Finance may determine from time to time.

(2) A member of the Tribunal holds office for a period of five years and is, on the expiration of such member's term of office, eligible for reappointment by the President for one additional term only.

(3) The Chairperson, on one month's written notice addressed to the Minister, may resign from the Tribunal.

(4) A member of the Tribunal may resign by giving at least one month's notice to the Minister.

(5)(a) The other conditions of appointment will be as prescribed by the Minister.

(11) Die bekendmaking deur 'n lid van die Tribunaal ingevolge subartikel (10)(a), en die besluit deur die Tribunaal ingevolge subartikel (10)(b), moet uitdruklik in die oorkonde van die betrokke verrigtinge opgeneem word.

(12) Die verrigtinge van die Tribunaal, en enige besluite deur 'n meerderheid van die lede teenwoordig en geregtig op deelname aan daardie besluite, is bindend ondanks—

- (a) 'n lid van die Tribunaal se versuim om 'n belang bekend te maak soos deur subartikel (10) vereis; of
- (b) bywoning van of deelname deur 'n lid van die Tribunaal wat 'n belang het by daardie verrigtinge.

Werkzaamhede van Tribunaal

29B. (1) Die Tribunaal kan—

- (a) bereg oor enige aangeleentheid na die Tribunaal gebring deur 'n oortreder wat te na gekom voel deur 'n besluit ingevolge hierdie Wet deur die vertoë-beampte geneem; 15
- (b) appèlle aanhoor teen, of hersiening doen van, enige besluit van die vertoë-beampte wat ingevolge hierdie Wet na die Tribunaal verwys kan word; en
- (c) enige bevinding of bevel gee wat nodig of insidenteel is tot die verrigting van die Tribunaal se werkzaamhede ingevolge hierdie Wet. 20

(2) Die appèl of hersiening in subartikel (1)(b) bedoel, moet by die Tribunaal ingedien word binne 30 dae vanaf ontvangs van die redes vir die besluit, en ingedien word op die wyse en by die betaling van gelde soos deur die Minister voorgeskryf. 25

(3) Die Tribunaal kan, by die aanvoer van goeie gronde, die laat indiening van 'n appèl of hersiening kondoneer.

Kwalifikasies van lede van Tribunaal

29C. (1) Die lede van die Tribunaal, gesamentlik gesien—

- (a) moet 'n breë deursnit van die bevolking van die Republiek verteenwoordig; en 30
- (b) moet uit genoeg persone met regs-kwalifikasies en kennis of ervaring in padverkeer- en padvervoerwante aangeleenthede bestaan.
- (2) Elke lid van die Tribunaal moet—
- (a) 'n burger van Suid-Afrika, wat gewoonlik in die Republiek woonagtig is, wees; 35
- (b) beskik oor gepaste kwalifikasies en ervaring in 'n veld wat verband hou met padverkeerswetgewing en vervoerwetgewing of moet enige spesiale vaardighede, kwalifikasies, kundigheid of ervaring in aangeleenthede aangaande regs-, finansiële en ekonomiese aangeleenthede hê; en 40
- (c) tot die doeleindes van hierdie Wet verbind wees.

Aanstellingsvoorwaardes en ampstermyne van lede

29D. (1) Die voorsitter en enige ander lid van die Tribunaal moet, vir elke dag of deel van 'n dag in enige maand waarop die pligte verbonde aan die betrokke amp verrig is, vergoed word en 'n reis- en verblyftoelae betaal word, teen die daaglikse tarief wat die Minister in oorleg met die Minister van Finansies van tyd tot tyd bepaal. 45

(2) 'n Lid van die Tribunaal beklee die amp vir 'n tydperk van vyf jaar en is, by die verstryking van sodanige lid se ampstermyne, heraanstelbaar deur die President vir slegs een bykomende termyn. 50

(3) Die voorsitter kan, met een maand skriftelike kennisgewing aan die Minister, uit die Tribunaal bedank.

(4) 'n Lid van die Tribunaal kan bedank deur ten minste een maand kennis aan die Minister te gee. 55

(5) (a) Die ander aanstellingsvoorwaardes sal deur die Minister voorgeskryf word.

(b) Different categories of appointment may be prescribed in respect of different categories of members.

Vacancies in Tribunal

29E. (1) A member of the Tribunal vacates office—

- (a) if the member becomes subject to any disqualification referred to in section 29A(6); and 5
- (b) in the case where the member has resigned by giving one month's notice in writing to the Minister, when the member's resignation takes effect. 10
- (2) The President, on the recommendation of the Minister, may remove any member of the Tribunal from office—
- (a) for misconduct; 15
- (b) for failing to perform the duties of a member or to perform such duties diligently and efficiently; or
- (c) if the member, because of any physical or mental illness or disability, has become incapable of performing a member's duties or performing the duties diligently and efficiently. 20
- (3)(a) Any vacancy in the office of the Tribunal must be filled by the President through the appointment of another member in terms of section 29A within 90 days of the vacancy occurring.
- (b) A member so appointed holds office for the unexpired portion of the predecessor's term of office.

Deputy Chairperson of Tribunal

- 29F.** (1) The President must designate a member of the Tribunal as Deputy Chairperson of the Tribunal. 25
- (2) The Deputy Chairperson performs the functions of Chairperson whenever—
- (a) the office of Chairperson is vacant; or
- (b) the Chairperson is for any other reason temporarily unable to perform those functions. 30

Sittings of Tribunal

- 29G.** (1) The Tribunal must sit on such days and during such hours and at such a place as the Chairperson may determine.
- (2) The presence of at least 50 per cent plus one of the members shall be necessary to constitute a sitting of the Tribunal. 35
- (3) If both the Chairperson and the Deputy Chairperson are absent from a sitting of the Tribunal, the members present must from among their number elect a person to preside at the sitting.
- (4) The Chairperson may for the purposes of hearing an appeal or reviewing a decision— 40
- (a) summon any person who may give material information concerning the subject matter of the hearing or who has in his or her possession or custody or under his or her control any document which has any bearing upon the subject of the hearing, to appear before him or her at a time and place specified in the summons, to be interrogated or to produce that document, and the Chairperson may retain for examination any document so produced; 45
- (b) administer an oath or affirmation from any person called as a witness at the hearing; and
- (c) call any person present at the hearing as a witness and interrogate him or her and require him or her to produce any document in his or her possession or custody or under his or her control, which has a bearing on the subject matter of the hearing. 50

(b) Verskillende kategorieë van aanstelling kan ten opsigte van verskillende kategorieë lede voorgeskryf word.

Vakatures op Tribunaal

- 29E. (1) 'n Lid van die Tribunaal ontruim die amp—**
- (a) indien die lid aan enige onbevoegdheid in artikel 29A(6) bedoel, onderhewig raak; en 5
- (b) in die geval waar die lid bedank het deur een maand skriftelik kennis aan die Minister te gee, wanneer die lid se bedanking van krag word.
- (2) Die President, op aanbeveling van die Minister, kan enige lid van die Tribunaal uit die amp verwyder— 10
- (a) vir wangedrag;
- (b) vir versuim om die pligte van 'n lid te verrig of vir versuim om sodanige pligte ywerig en doeltreffend te verrig; of
- (c) indien die lid, weens enige fisieke of verstandelike ongesteldheid of gebrek, nie meer in staat is om 'n lid se pligte te verrig of die pligte ywerig en doeltreffend te verrig nie. 15
- (3) (a) Enige vakature in die kantoor van die Tribunaal moet deur die President gevul word deur die aanstelling van nog 'n lid ingevolge artikel 29A binne 90 dae vanaf die ontstaan van die vakature.
- (b) 'n Aldus aangestelde lid beklee die amp vir die onverstreke gedeelte van die voorganger se ampstermyn. 20

Ondervoorsitter van Tribunaal

- 29F. (1) Die President moet 'n lid van die Tribunaal as ondervoorsitter van die Tribunaal aanwys.**
- (2) Die ondervoorsitter verrig die werksaamhede van die voorsitter wanneer— 25
- (a) die amp van voorsitter vakant is; of
- (b) die voorsitter om een of ander rede tydelik nie daardie werksaamhede kan verrig nie.

Sittings van Tribunaal

- 29G. (1) Die Tribunaal moet sit op sodanige dae en tydens sodanige ure en by sodanige plek wat die Voorsitter bepaal.**
- (2) Die teenwoordigheid van ten minste 50 persent plus een van die lede is nodig om 'n sitting van die Tribunaal daar te stel.
- (3) Indien beide die Voorsitter en die Ondervoorsitter van 'n sitting van die Tribunaal afwesig is, moet die lede teenwoordig 'n persoon uit eie geledere verkies om by die sitting voor te sit. 35
- (4) Die Voorsitter kan vir die doeleindes van die aanhoor van 'n appèl of die hersiening van 'n besluit—
- (a) enigiemand wat deurslaggewende inligting aangaande die onderwerp van die verhoor kan gee of wat in sy of haar besit of bewaring of onder sy of haar beheer enige dokument het wat enige strekking het op die onderwerp van die verhoor, dagvaar om voor die Tribunaal te verskyn by 'n tyd en plek in die dagvaarding gespesifiseer, om ondervra te word of om daardie dokument te verstrek, en die voorsitter kan enige aldus verstrekte dokument vir ondersoek behou; 40
- (b) 'n eed of bevestiging van enigiemand wat as getuie by die verhoor geroep is, afneem; en
- (c) enigiemand by die verhoor teenwoordig as 'n getuie, roep en hom of haar ondervra en vereis dat hy of sy enige dokument in sy of haar besit of bewaring of onder sy of haar beheer, wat op die onderwerp van die verhoor strekking het, verstrek. 45 50

Decisions of Tribunal

29H. (1) The Tribunal may confirm, vary or set aside any decision against which an appeal or review has been lodged in terms of section 29B.

(2) The decision of a majority of the members present at a sitting of the Tribunal constitutes a decision of the Tribunal, and in the event of an equality of votes on any matter, the person presiding at the sitting must have a casting vote in addition to that person's deliberative vote.

Appeals and Reviews

29I. (1) Any person affected by a decision of the Tribunal may—

(a) apply to a Magistrate's Court designated by the Minister in terms of the Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000), to review that decision; or

(b) appeal to a Magistrate's Court against the decision of the Tribunal.

(2) An appeal or review against the decision of the Tribunal must be lodged with the relevant Magistrate's Court within 30 days of the decision of the Tribunal."

Administrative work of Tribunal

29J. The administrative work of the Tribunal must be performed by employees designated for that purpose by the Registrar."

Amendment of section 30 of Act 46 of 1998, as substituted by section 3 of Act 22 of 1999

17. Section 30 of the principal Act is hereby amended—

(a) by the substitution for subsection (1) of the following subsection:

"(1) Any document required to be served on an infringer in terms of this Act[,] must be served on the infringer [personally or sent by registered mail to his or her last known address] by—

(a) personal service;

(b) postage; or

(c) electronic service."; and

(b) by the substitution for subsection (2) of the following subsection:

"(2) A document which is sent [by registered mail] in terms of subsection (1), is [regarded] deemed to have been served on the infringer on the tenth day [after the date which is stamped upon the receipt issued by the post office which accepted the document for registration] after posting the said document or of the electronic service, and such electronic service reflected in the National Road Traffic Offences Register, unless evidence to the contrary is adduced, which

evidence may be in the form of an affidavit."

Amendment of section 31 of Act 46 of 1998

18. Section 31 of the principal Act is hereby amended by the substitution for subsection (2) of the following subsection:

"(2) [The] Subject to section 18(1)(b), the laws on prescription are not applicable to penalties and fees payable in terms of this Act, and may be collected at any time."

Beslissings van Tribunaal

29H. (1) Die Tribunaal kan enige beslissing waarteen 'n appèl of hersiening ingevolge artikel 29B ingedien is, bekragtig, verander of tersyde stel.

(2) Die beslissing van 'n meerderheid van die lede teenwoordig by 'n sitting van die Tribunaal stel 'n beslissing van die Tribunaal daar, en in die geval van 'n staking van stemme in enige aangeleentheid, moet die persoon wat by die sitting voorsit 'n beslissende stem benewens daardie persoon se beraadslagende stem hê.

Appèlle en hersienings

29I. (1) Enige persoon deur 'n beslissing van die Tribunaal geraak, kan—

(a) by 'n Landdroshof deur die Minister ingevolge die 'Promotion of Administrative Justice Act', 2000 (Wet No. 3 van 2000), aangewys, aansoek doen om hersiening van daardie beslissing; of

(b) by 'n Landdroshof appelleer teen die beslissing van die Tribunaal.
(2) 'n Appèl of hersiening teen die beslissing van die Tribunaal moet ingedien word by die tersaaklike Landdroshof binne 30 dae vanaf die beslissing van die Tribunaal.

Administratiewe werk van Tribunaal

29J. Die administratiewe werk van die Tribunaal moet verrig word deur werknemers vir daardie doel deur die Registrateur aangewys."

Wysiging van artikel 30 van Wet 46 van 1998, soos vervang by artikel 3 van Wet 22 van 1999

17. Artikel 30 van die Hoofwet word hierby gewysig— 25

(a) deur subartikel (1) deur die volgende subartikel te vervang:

"(1) Enige dokument wat ingevolge hierdie Wet op 'n oortreder beteken moet word, moet op die oortreder [**persoonlik**] beteken word [**of per geregistreerde pos na sy of haar jongste bekende adres gestuur word**]—

(a) deur persoonlike betekening;

(b) per pos; of

(c) per elektroniese betekening."; en

(b) deur subartikel (2) deur die volgende subartikel te vervang:

"(2) 'n Dokument wat ingevolge subartikel (1) [**per geregistreerde pos**] gestuur word, word [**beskou om**] geag op die oortreder beteken te wees op die tiende dag [**na die datum wat gestempel is op die kwitansie wat uitgereik is deur die poskantoor wat die dokument vir registrasie aanvaar het**] na die pos van genoemde dokument of van die elektroniese betekening, welke elektroniese betekening in die Nasionale Register van Padverkeersmisdrywe weergegee word, tensy getuienis tot die teendeel, wat in die vorm van 'n beëdigde verklaring kan wees, aangevoer word."

Wysiging van artikel 31 van Wet 46 van 1998

18. Artikel 31 van die Hoofwet word hierby gewysig deur subartikel (2) deur die volgende subartikel te vervang: 45

"(2) [**Die**] Behoudens artikel 18(1)(b), is die wette oor verjaring [is] nie van toepassing op boetes nie, en hierdie boetes kan te eniger tyd ingevorder word."

Substitution of section 32 of Act 46 of 1998, as amended by section 21 of Act 72 of 2002

19. The following section is hereby substituted for section 32 of the principal Act:

“Apportionment of penalties and fees

32. (1) Any penalty received by the Authority in terms of this Act must, as prescribed, be paid over to the issuing authority that issued the infringement notice, after deduction of an amount equal to the discount contemplated in section 17(1)(d). 5

(2) Any prescribed fees contemplated in section 13(1)(dA) collected by an issuing authority in terms of this Act must, as prescribed, be paid to the Authority. 10

(3) Despite any other law, any penalties and fees received in respect of any conviction under the applicable road traffic and transport legislation must be disbursed as prescribed.”.

Amendment of section 34 of Act 46 of 1998 15

20. Section 34 of the principal Act is hereby amended by the deletion of the word “and” at the end of paragraph (f), the insertion of the word “and” at the end of paragraph (g), the deletion of the full-stop at the end of paragraph (g), and the addition of the following paragraph:

“(h) the manner in which an infringement notice, courtesy letter or enforcement order may be reissued.” 20

Amendment of section 35 of Act 46 of 1998

21. Section 35 of the principal Act is hereby amended by substitution for subsection (1) of the following subsection:

“(1) Any notice issued in terms of section 56 or 341 of the Criminal Procedure Act, 1977 (Act No. 51 of 1977), before the date of commencement of section 17, may be continued and finalised under that Act, but no such notice may be issued after that date in respect of an [offence or] infringement.”. 25

Substitution of certain words and expressions

22. The principal Act is hereby amended— 30

- (a) by the substitution for the expressions “Agency” and “agency”, wherever they occur, of the expression “Authority”;
- (b) by the substitution for the expressions “major infringement” and “minor infringement”, wherever they occur, of the expression “infringement”;
- (c) by the substitution for the expression “AGENCY”, wherever it occurs, of the expression “AUTHORITY”; 35
- (d) by the substitution for the expression “national contraventions register”, wherever it occurs, of the expression “National Road Traffic Offences Register; and
- (e) by the substitution for the expression “board”, wherever it occurs, of the expression “Board”. 40

Short title and commencement

23. This Act is called the Administrative Adjudication of Road Traffic Offences Amendment Act, 2019, and comes into operation on a date fixed by the President by proclamation in the *Gazette*. 45

Vervanging van artikel 32 van Wet 46 van 1998, soos gewysig in die Engelse teks by artikel 21 van Wet 72 van 2002

19. Artikel 32 van die Hoofwet word hierby deur die volgende artikel vervang:

“Toedeling van boetes en gelde

32. (1) Enige boete ontvang deur die Owerheid ingevolge hierdie Wet, 5
moet, soos voorgeskryf, oorbetaal word aan die uitreikingsgesag wat die oortredingskennisgewing uitgereik het, ná aftrekking van ’n bedrag wat gelyk is aan die korting beoog in artikel 17(1)(d).

(2) Enige voorgeskrewe boetes of gelde beoog in artikel 13(1)(dA), wat ingevolge hierdie Wet deur of namens die uitreikingsgesag ingevorder word, moet, soos voorgeskryf, aan die Owerheid oorbetaal word. 10

(3) Ondanks enige ander wet moet enige boetes en gelde ontvang ten opsigte van ’n skuldigbevinding kragtens die toepaslike padverkeerswetgewing en vervoerwetgewing, uitbetaal word soos voorgeskryf.”

Wysiging van artikel 34 van Wet 46 van 1998

15

20. Artikel 34 van die Hoofwet word hierby gewysig deur die woord “en” aan die einde van paragraaf (f) te skrap, die woord “en” aan die einde van paragraaf (g) in te voeg, die punt aan die einde van paragraaf (g) te skrap, en die volgende paragraaf by te voeg:

“(h) die wyse waarop ’n oortredingskennisgewing, hoflikheidsbrief of dwangbevel heruitgereik kan word.” 20

Wysiging van artikel 35 van Wet 46 van 1998

21. Artikel 35 van die Hoofwet word hierby gewysig deur subartikel (1) deur die volgende subartikel te vervang:

“(1) Enige kennisgewing wat voor die datum van inwerkingtreding van artikel 25
17 ingevolge artikel 56 of 341 van die Strafproseswet, 1977 (Wet No. 51 van 1977), uitgereik is, kan kragtens daardie Wet voortgesit en afgehandel word, maar geen sodanige kennisgewing mag na daardie datum ten opsigte van ’n [misdryf of ’n] oortreding uitgereik word nie.”

Vervanging van sekere woorde en uitdrukkings

30

22. Die Hoofwet word hierby gewysig—

(a) deur die uitdrukking “Agentskap” en “agentskap”, waar dit ook al voorkom, deur die uitdrukking “Owerheid” te vervang;

(b) deur die uitdrukkings “groter oortreding” en “kleiner oortreding”, waar dit ook al voorkom, deur die uitdrukking “oortreding” te vervang; 35

(c) deur die uitdrukking “AGENTSKAP”, waar dit ook al voorkom, deur die uitdrukking “OWERHEID” te vervang;

(d) deur die uitdrukking “nasionale oortredingsregister”, waar dit ook al voorkom, deur die uitdrukking “Nasionale Register van Padverkeersmisdrywe” te vervang; en 40

(e) deur die uitdrukking “raad”, waar dit ook al voorkom, deur die uitdrukking “Raad” te vervang.

Kort titel en inwerkingtreding

23. Hierdie Wet heet die Wysigingswet op die Administratiewe Beregting van Padverkeersmisdrywe, 2019, en tree in werking op ’n datum deur die President by 45
proklamasie in die *Staatskoerant* bepaal.

ANNEXURE B

SERVICE LEVEL AGREEMENT

Entered into by and between

THE MUNICIPALITY OF STELLENBOSCH

(Hereinafter referred to as the "Municipality")

A Municipality established in pursuant to Section 12 of the local Government Municipal Structures Act, 1998 as amended and represented herein by

Geraldine Mettler

In her capacity as the **Municipal Manager**, being duly authorised thereto

And



THE SOUTH AFRICAN POST OFFICE SOC LIMITED

"Hereinafter referred to as SAPO"

(Registration Number 1991/005477/30)

A Public Company incorporated in terms of the Companies Act No. 71 of 2008 as amended, represented by

NOMKHITA MONA

In her capacity as the **GROUP CHIEF EXECUTIVE OFFICER**, being duly authorised hereto.

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1 PARTIES

1.1 The Parties to this Agreement are –

1.1.1 The SAPO; and

1.1.2 The Municipality.

1.2 The Parties agree as set out below.

2 DEFINITIONS & INTERPRETATIONS

2.1 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

2.1.1 "**AFSA**" means the Arbitration Foundation of Southern Africa;

2.1.2 "**Agreement**" means these Framework Terms including all Annexures;

2.1.3 "**AARTO Notices**" means notices served and issued to the infringers in terms of the AARTO Act 46 of 1998 and its Regulations and outlined in Annexure B hereof;

2.1.4 "**Communications Specification**" means the communications specification contained in Annexure A to this Agreement which defines all the Data File structures, letter templates, data receive processes and reporting processes for the Municipality with regards to their client communications that gets printed and distributed by the SAPO Services;

2.1.5 "**Confidential Information**" means any information or data, of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Party disclosing such information ("the Disclosing Party") or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Party that receives such information ("the Receiving Party") or which may come to the knowledge of the Receiving Party by whatsoever means. Without limitation, the Confidential Information of the Disclosing Party shall include the following even if it is not marked as being 'confidential', 'restricted' or 'proprietary' (or any similar designation);

2.1.5.1 information relating to the Disclosing Party's business activities, business relationships, products, services, processes, data, and Staff, including agreements to which the Disclosing Party is a party;

2.1.5.2 information contained in or constituting or relating to the Disclosing Party's systems, machinery, hardware or software, networks, telecommunications

- services and facilities, including hardware or software in the possession of the Disclosing Party which is proprietary to a third party ("Third Party Products") and associated material, and information or incidents concerning faults or defects therein;
- 2.1.5.3** the Disclosing Party's technical, scientific, commercial, financial and market information (including valuations and forecasts), methodologies, formulae and trade secrets;
- 2.1.5.4** the Disclosing Party's architectural information, demonstrations, plans, designs, drawings, processes, process maps, functional and technical requirements and specifications and the data relating thereto;
- 2.1.5.5** Intellectual Property that is proprietary to the Disclosing Party or that is proprietary to a third party, including but not limited to Third Party Products and data relating to customers of the Disclosing Party;
- 2.1.5.6** business process outsourcing knowledge of the Disclosing Party and information relating to the Disclosing Party's current and existing strategic objectives, strategy documents and plans for both its existing and future information technology, processing, business processing and business process outsourcing; and
- 2.1.5.7** information disclosed with the permission of third parties, in which the third parties have confidentiality rights and any information the unauthorised disclosure of which could reasonably be expected to cause harm or risk to the Disclosing Party;
- 2.1.6** **"Confidential Information excludes"** information or data, to the extent that such information or data –
- 2.1.6.1** is lawfully in the public domain at the time of disclosure thereof to the Receiving Party; or
- 2.1.6.2** subsequently becomes lawfully part of the public domain by publication or otherwise; or
- 2.1.6.3** is or becomes available to the Receiving Party from a source other than the Disclosing Party which is lawfully entitled without any restriction on disclosure to disclose such Confidential Information to the Receiving Party; or
- 2.1.6.4** is disclosed pursuant to a requirement or request by operation of law, regulation or court order but then only to the extent so disclosed and then only in the specific instance and under the specific circumstances in which it is obliged to be disclosed;
- 2.1.6.5** provided that –
- 2.1.6.5.1** the onus shall at all times rest on the Receiving Party to establish that such information or data falls within such exclusions;

- 2.1.6.5.2** in the case of disclosure, the information or data disclosed will not be deemed to be within the foregoing exclusions merely because such information or data is embraced by more general information or data in the public domain or in a Party's possession;
- 2.1.6.5.3** any combination of features will not be deemed to be within the foregoing exclusions merely because individual features are in the public domain or in a Party's possession, but only if the combination itself is in the public domain or in a Party's possession; and
- 2.1.6.5.4** provided further that the determination of whether information or data is Confidential Information shall not be affected by whether or not such information or data is subject to, or protected by, common law or statute related to copyright, patent, trademarks, designs or otherwise.
- 2.1.7** "**Corrupt Activity**" means any activity that is, or would be, an offence under section 3 of the Prevention and Combating of Corrupt Activities Act, 2003.
- 2.1.8** "**Data**" means any data supplied, stored, collected, collated, accessed or processed by or for the benefit of the SAPO, a SAPO Affiliate or any customer of the SAPO, including personal information, as defined in the Promotion of Access to Information Act 2 of 2000.
- 2.1.9** "**Data File**" – means the batch file as defined in section 1.1 in the Communications Specification contained in "Annexure A".
- 2.1.10** "**Deliverable**" means the deliverables identified and delivered to the Municipality, in terms of Annexure A of this Agreement.
- 2.1.11** "**Designated Representatives**" means, as the context indicates, the duly authorised representative of SAPO and the Municipality or alternates appointed by them as indicated in writing from time to time.
- 2.1.12** "**Domestic Ordinary Mail**" means a physical mail item, handed in at a SAPO branch or mailbox and contains instructions to be delivered at a postal address within the Republic of South Africa, and utilises that part of SAPO's postal system that does not track or trace such item at any stage during the delivery process.
- 2.1.13** "**Domestic Registered Mail**" means a physical mail item that is tracked and from the date of receipt by SAPO until such mail item is delivered to the relevant addressee by the relevant and closest SAPO branch within the Republic of South Africa, or returned to the sender.
- 2.1.14** "**Electronic normal email**" means an electronic mail (email) item, provided to SAPO and contains instructions to be delivered to an email address, and utilises that part of SAPO's postal system that does not track or trace such item at any stage during the delivery process.

- 2.1.15** **“Electronic registered email (electronic service)”** means an electronic mail (email) item, provided to SAPO and contains instructions to be delivered to an email address, that is tracked and from the date of receipt by SAPO until such mail item is delivered to the email address of the relevant addressee.
- 2.1.16** **“Escalation Date”** – shall mean the date on which postage rates are increased, as published from time to time in the Government Gazette for the Services contained in Schedule “1”.
- 2.1.17** **“Escalation Fee”** – shall mean the increase in the postage rate as published in a Government Gazette from time to time which will be effective on the Escalation Date.
- 2.1.18** **“Intellectual Property”** means any know-how (not in the public domain), invention (whether patented or not), design, trade mark (whether or not registered), or copyright material (whether or not registered), processes, process methodology (whether patented or not), and all other identical or similar Intellectual Property as may exist anywhere in the world which is not in the public domain and any applications for registration of such Intellectual Property.
- 2.1.19** **“Losses”** means all losses, liabilities, costs, expenses, fines, penalties, damage, damages and claims and all related costs and expenses (including legal fees on the scale as between attorney and own client based on the cost order by the court, tracing and collection charges, costs of investigation, interest and penalties).
- 2.1.20** **“Parties”** means the SAPO and the Municipality, and **“Party”** will mean, as the context requires, any one of them.
- 2.1.21** **“Municipality”** means the Municipality of Stellenbosch established in pursuant to Section 12 of the local Government Municipal Structures Act, 1998.
- 2.1.22** **“SAPO”** means South African Post Office.
- 2.1.23** **“Service Hours”** means the hours between 08h00 and 17h00 on business days.
- 2.1.24** **“Service Levels”** means the predetermined quantitative and qualitative performance levels the SAPO is required to achieve, in respect of performing, and is contained in the Annexures.
- 2.1.25** **“Services”** means the services provided by SAPO to Municipality in terms of this Agreement and described comprehensively in Annexure A hereof.
- 2.1.26** **“Signature Date”** means the date of signature of this Agreement by the Party last signing.
- 2.1.27** **“Strike”** means strike as referred to in section 64 of the Labour Relations Act,

1995 (Act No. 66 of 1995) as amended from time to time.

2.1.28 "**Term**" means the effective duration of this Agreement as set out in clause 5.1 which shall commence from the Signature Date hereof; and

2.1.29 "**Zip File**" – shall mean an electronic file in the format of a compressed zip algorithm that contains files of other electronic formats.

In this Agreement –

2.1.30 clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation.

2.1.31 an expression which denotes –

2.1.31.1 any gender includes the other genders;

2.1.31.2 a natural person includes a juristic person and vice versa;

2.1.31.3 the singular includes the plural and vice versa;

2.1.31.4 a Party includes a reference to that Party's successors in title and assigns allowed at law; and

2.1.31.5 a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.

2.2 Any reference in this Agreement to –

2.2.1 "**days**" shall be construed as calendar days unless qualified by the word "business", in which instance a "**business day**" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;

2.2.2 "**laws**" means the Constitution; all statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any Governmental Body; and the common law, and "**law**" shall have a similar meaning; and

2.2.3 "**Person**" means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality.

2.3 The words "**include**" and "**including**" mean "include without limitation" and "including without limitation". The use of the words "**include**" and

"including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.

- 2.4 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause **Error! Reference source not found.** or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.5 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 2.6 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- 2.7 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 2.8 If the due date for performance of any obligation in terms of this Agreement is a day which is not a business day, then (unless otherwise agreed) the due date for performance of the relevant obligation shall be the immediately preceding business day.
- 2.9 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 2.10 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
- 2.11 No provision of this Agreement shall (unless otherwise agreed) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.
- 2.12 The use of any expression in this Agreement covering a process available under South African law, such as winding-up, shall, if either of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 2.13 Any reference in this Agreement to "**this Agreement**" or any other agreement or document shall be construed as a reference to this

Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.

2.14 In this Agreement the words "**clause**" or "**clauses**" and "**annexure**" or "**annexures**" refer to clauses of and annexures to this Agreement.

2.15 The termination of this Agreement will not affect those of provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by, implication or necessity, continue to have effect after termination.

3 INTRODUCTION

3.1 The Municipality requires SAPO to provide Services in terms of the AARTO Act and such services which entails:

3.1.1 acceptance and transfer of data files;

3.1.2 processing of data;

3.1.3 printing of AARTO Notices;

3.1.4 posting of AARTO Notices by bulk ordinary mail;

3.1.5 serving of AARTO Notices by bulk registered mail;

3.1.6 emailing of AARTO Notices by bulk confidential email;

3.1.7 bulk electronic service of AARTO Notices by e-registered mail; and

3.1.8 updating the National Contraventions Register with the required service delivery status updates.

3.2 The Parties wish to record in writing their Agreement in respect of the above and matters ancillary thereto.

4 STRUCTURE OF AGREEMENT

4.1 In the event of a conflict between the terms of this Agreement and any Annexure and/or Schedules attached hereto, the terms of this Agreement will prevail to the extent of the conflict.

4.2 The Parties agree that this Agreement comprise of master terms and conditions and, accordingly, will apply to each and every Annexure and/or Schedule concluded between the Parties and appended to this Agreement from time to time. By agreement, the Parties may conclude one or more Annexures in respect of the Services. A valid agreement is only formed between the Parties where an Annexure is concluded subject to the terms

and conditions of this Agreement.

- 4.3** No Annexure (or Annexures in the case of interconnected Annexures) shall be binding, and of any force and effect on either Party, unless such Annexure has been duly executed by the Designated Representatives of each Party and is expressly indicated to have been concluded pursuant and subject to this Agreement.
- 4.4** Each Annexure (or Annexures in the case of interconnected Annexures) as the case may be in clause 4.2 and duly executed in terms of clause 4.3, constitute independent transactions which will be construed and interpreted as complete and integrated, and together forming the Agreement between the Parties.
- 4.5** The Termination or expiry of any Annexure and/or Schedule will not affect the continued operation of this Agreement or any other Annexure and/or Schedule not terminated or expired and concluded in terms of thereof.

5 DURATION

- 5.1** This Agreement will commence on the Signature Date and shall endure for a period of **three (3)** years.
- 5.2** Should either Party wish to terminate this Agreement, other than in terms of clause 22 hereof, such a Party should give the other thirty (30) days' notice of its intention to do so.

6 TIME OF THE ESSENCE

- 6.1** Time will be of the essence in respect of the performance by the Parties of their obligations under this Agreement. The Parties are required to inform each other immediately and not more than 72 hours when there will be foreseeable circumstances which will prevent, obscure or render them incapable of performing their obligations under this Agreement including but not limited to when the SAPO has received a notice from its trade unions about the impending Strike.
- 6.2** The SAPO shall inform the Municipality within 7 days from the date when there is breakdown of negotiations between the SAPO and its trade unions regarding the impending Strike referred to in clause 6.1 above.
- 6.3** SAPO shall ensure that there is proper and efficient means and resources available to deliver despite existence of any foreseeable circumstances which will prevent, obscure or render them incapable of performing their obligations.

7 THE GENERAL OBLIGATIONS OF THE MUNICIPALITY

- 7.1** Where SAPO depends upon and requests the provision of information and

assistance by the Municipality in order to perform the Services, the Municipality will provide the necessary information and assistance in a timely manner.

- 7.2 The Municipality staff will cooperate with the SAPO to the extent that such cooperation is necessary to enable SAPO to perform the Services.
- 7.3 The Municipality will not unreasonably withhold or delay any agreement, approval or consent required of it in terms of this Agreement.
- 7.4 Where the ability of the SAPO to perform an obligation under this Agreement is dependent upon the performance by the Municipality of a responsibility as envisaged in clause 7.1, SAPO's failure to perform any such responsibility will not, for purposes of this Agreement, constitute a breach of this Agreement.

8 PERFORMANCE OF SAPO'S OBLIGATIONS

- 8.1 SAPO shall assist the Municipality in terms of posting AARTO Notices to the infringers in terms of the AARTO Act and its Regulation in a manner outlined in both Annexure A and Annexure B hereof.

9 SERVICE LEVELS AND NON-SERVICE NOTICES

- 9.1 The Service Levels will be implemented and measured, as per Annexure A of this Agreement.
- 9.2 Failure to serve AARTO Notices within the time periods as required in terms of Annexure B will result in a five percent (5%) credit note affected on items served outside of the prescribed timelines. Municipality can only claim a credit note if such invoices related have been paid. There is no forfeiture for credit note.
- 9.3 A detailed report to be made available on a quarterly basis to determine the credit note to be passed to Municipality.
- 9.4 Unless otherwise agreed Service Levels will be reviewed annually, unless expediency reasons necessitate shorter review periods.

10 COST ESCALATIONS

- 10.1 SAPO may increase the costs of Services as mentioned in Schedule 1, after informing the Municipality by written notice.
- 10.2 The postage aspects within the Services and the fees related thereto are regulated by the South African Postal Services Act, 1998 and will escalate accordingly in terms of the South African Postal Services Act on the Escalation Date.

11 PAYMENT

- 11.1** The Municipality shall pay SAPO in terms of clause 11.7 provided the Services reflected in the invoice for which payment is requested are accompanied or preceded by a service delivery report in which the number of AARTO Notices actually served on the addressees stated in such report are recorded, and only after the Municipality has done and confirmed all the necessary data validations and analysis in terms of service rendered.
- 11.2** The Municipality be entitled to the credit note referred to in clause 9.2 for items served outside the timelines provided in this SLA.
- 11.3** Any disputes which may emanate from the service delivery report and the validations conducted by the Municipality in respect of the Services rendered by SAPO and the payments relating thereto shall be dealt with in accordance with clause 24 hereof, and no payment shall be made to SAPO in respect of Services which are the subject matter of the disputes until such time that those disputes are resolved.
- 11.4** In the event that the Municipality makes an erroneous payment to SAPO, the Municipality shall inform SAPO of same within a period of 10 days of being aware and upon a conclusive outcome agreed to by both Parties that, indeed an error in payment was made, SAPO shall issue the credit note to the Municipality equaling the amount of the erroneous payment.
- 11.5** The disputes raised regarding payments to SAPO shall not halt performance of any other Services to be performed which are not subject of disputes and the Municipality shall similarly be liable for payment of those Service.
- 11.6** The Municipality will not pay SAPO in a case where all the four (4) statuses for registered mail (i.e. Printed, Posted, First Letter Notification and Ready for collection at branch) are not uploaded as required in terms of Annexure A hereof.
- 11.7** The fees that are levied by SAPO for performing the Services are as reflected on the Schedule 1 and shall change in accordance with clause 10 hereof and the provisions of the South African Postal Services Act as amended from time to time.
- 11.8** All fees indicated in Schedule 1 are inclusive of value added tax.
- 11.9** All payments in respect of fees to SAPO for Services performed, will, subject to the receipt by the Municipality of a service delivery report from SAPO as contemplated in clause 11.1, be made within 30-days of the date of SAPO's invoice.
- 11.10** All payments to SAPO, made pursuant to this Agreement, will be effected

into SAPO's bank account as follows:

11.4.1 Name of bank:	Standard Bank
11.4.2 Branch name and code:	01 0045 00
11.4.3 Account holder:	SAPO Limited
11.4.4 Account number:	01 071 613 0

11.11 Municipality has opened a bulk mail account with SAPO and has completed an "Account Application for Post Office Postal Service" form. The account application was approved. The Services in this Agreement will be subject to the terms and conditions of the account application.

11.12 Issuing Authorities will issue a **guarantee** in favour of SAPO equivalent to their monthly posting/mailings.

Commented [M1]: Do we have to agree with that? If so, how do we determine the quantify the initial guarantee

12 DESIGNATED REPRESENTATIVES

12.1 Each Party will nominate a Designated Representative and shall inform the other Party of the name, designation and contact details of the Representative within 14 days of the Signature Date hereof, in writing as per Annexure A table 15.1.

12.2 The work to be performed and the Services to be rendered by SAPO will be supervised by the Municipality's Designated Representative.

12.3 Either Party may substitute a Designated Representative, at its discretion, provided that the Party shall give the other Party reasonable written notice of such substitution and will provide replacement employees of equivalent ability. Without derogating from the afore going, should either Party replace a Designated Representative for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that, a suitable period of hand-over and overlap takes place, at its cost, between the new and the Designated Representative.

12.4 The Designated Representatives shall liaise and update each other on the progress of the Services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the Services.

12.5 The Designated Representatives of the Parties will meet on an ad-hoc basis as the business will demand to address general service delivery issues and the related contractual indicators and any change orders or to review, analyse and discuss fees, service levels, Services and or change orders.

12.6 Each party will use its best efforts to meet the actions agreed at the meetings and co-operate with the other Party to provide personnel, actions and decisions in order to meet a Party's obligations under this Agreement.

12.7 The location of any meetings to be held in terms of this Agreement will be

agreed between the Parties at least 1 (one) week before the date of the meeting. Each Party will bear their own costs to realise and attend such meetings.

13 CHANGE CONTROL

- 13.1** In the event that either Party wants to propose a change to any of the Services including but not limited to adding new, additional or supplementary services, that Party must notify the Road Traffic Infringement Agency (RTIA) for further action.

14 WARRANTIES

14.1 Each of the Parties hereby warrants to and in favour of the other that –

- 14.1.1** it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement;
- 14.1.2** this Agreement constitute an agreement valid and binding on it and enforceable against it in accordance with its terms;
- 14.1.3** the execution of this agreement and the performance of its obligations hereunder does not and shall not –
- 14.1.3.1** contravene any law or regulation to which that Party is subject;
- 14.1.3.2** contravene any provision of that Party's constitutional documents; or
- 14.1.3.3** be in conflict with, or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it; and
- 14.1.4** to the best of its knowledge and belief, it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all of its obligations in terms of this Agreement;
- 14.1.5** it is entering into this Agreement as principal (and not as agent or in any other capacity);
- 14.1.6** the natural person who signs and executes this Agreement on its behalf is validly and duly authorised to do so;
- 14.1.7** no other party is acting in a fiduciary capacity on its behalf other than the one contemplated in 14.1.6 above; it; and
- 14.1.8** it is not relying upon any statement or representation by or on behalf of any other Party, except those expressly set forth in this Agreement.
- 14.1.9** each of the representations and warranties given by the Parties in terms of this clause 14 shall –

- 14.1.9.1 be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;
- 14.1.9.2 continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and
- 14.1.9.3 prima facie be deemed to be material and to be a material representation inducing the other Party to enter into this Agreement.

15 INDEMNITIES

- 15.1 Each Party indemnifies and holds the other Party harmless against all losses suffered by, or claims made against the Parties arising out of or in connection with:
 - 15.1.1 claims by the staff of one party against the staff of the other party, including actions instituted in terms of the Labour Relations Act, 1995, the Basic Conditions of Employment Act, 1997 and any other legislation which regulates employees;
 - 15.1.2 claims for taxes, interest or penalties against one Party that are obligations of the other party; and
 - 15.1.3 any breach of this Agreement by either Party.

16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 The SAPO retains all right, title and interest in and to the SAPO's Intellectual Property.
- 16.2 The Municipality retains all right, title and interest in and to the Municipality Intellectual Property.
- 16.3 The Parties shall be co-owners of any Intellectual Property jointly developed by them during the currency of this agreement, unless otherwise stated in a separated agreement to that effect.

17 LIMITATION OF LIABILITY

- 17.1 The Parties agree that, in the event of a breach of any of the provisions of this Agreement, the defaulting Party shall be liable to the other Party for all Losses which constitute direct and/or general damage. Notwithstanding anything to the contrary set forth in this Agreement in general, the Parties agree that they shall be liable to each other for –
 - 17.1.1 Losses which constitute indirect, special and/or consequential damages where such damages are caused by a breach of any Intellectual Property and/or Confidential Information undertaking

contained in this Agreement;

17.1.2 all Losses which arise out of their Corrupt Activity or fraud; and

17.1.3 all Losses which arise out of their dishonesty or gross negligence regardless of whether such Losses arise out of contract or *delict*.

18 CONFIDENTIALITY

18.1 The SAPO will at no time disclose any Municipality information to any third party or make use of any Municipality confidential information, except as may be strictly necessary for the purposes of proper performance of the Services or the exercise or enforcement of its rights under this agreement.

18.2 Municipality will at no time disclose any SAPO Information to any third party or make use of any SAPO Confidential Information, except as may be strictly necessary for the purposes of proper performance of the Services or the exercise or the enforcement of its rights under this Agreement.

18.3 For the purposes of clauses 18.1 and 18.2, each Party will protect the Confidential Information of the other Party under its control or in its possession in accordance with best practice as applicable in the context of this Agreement.

18.4 This Agreement will constitute Confidential Information of both Municipality on the one hand and SAPO on the other hand.

18.5 If either Party is required by compulsion of law to disclose the Confidential Information of the other Party, it will advise the other Party immediately upon becoming aware of such requirement and, to the extent possible, in advance of the disclose occurring.

19 RELATIONSHIP

Nothing in this Agreement shall constitute, or be deemed to constitute a partnership or joint venture between the Parties. Neither Party shall have the authority or power to bind the other Party or to contract in the name of the other Party, or create a liability against the other Party in any way or for any purpose.

20 PUBLICITY

20.1 Subject to clause 20.3, each Party undertakes to keep confidential and not to disclose to any third party, save as may be required in law or permitted in terms of this Agreement, the nature, content or existence of this Agreement and any and all information given by a Party to the other Party pursuant to this Agreement.

- 20.2** No announcements of any nature whatsoever will be made by or on behalf of a Party relating to this Agreement without the prior written consent of the other Party.
- 20.3** This clause 20 shall not apply to any disclosure made by a Party to its professional advisors or consultants, provided that they have agreed to the same confidentiality undertakings, or to any judicial or arbitral tribunal or officer, in connection with any matter relating to this Agreement or arising out of it.

21 BREACH

- 21.1** If a Party ("**Defaulting Party**") commits any breach of this Agreement and fails to remedy such breach within 30 (thirty) business days ("**Notice Period**") of written notice requiring the breach to be remedied, then the Party giving the notice ("**Aggrieved Party**") will be entitled, at its option –
- 21.1.1** to claim specific performance of any of the Defaulting Party's obligations within a reasonable period;
- 21.1.2** claim for damages and or to cancel this Agreement.
- 21.2** Any costs awarded will be in terms of the process outlined in clause 24 below. The Aggrieved Party's remedies in terms of this clause 21 are without prejudice to any other remedies to which the Aggrieved Party may be entitled in law.

22 TERMINATION

- 22.1** Either Party may terminate this Agreement or any Annexure, in whole or in part, for convenience and without cause, at any time by giving the other Party at least 30 (thirty) days prior written notice designating the termination date of this Agreement or the relevant Annexure, as the case may be.
- 22.2** Upon the termination of this Agreement for whatever reason, the Parties commit to phasing out their duties and responsibilities in such a way so as to cause minimum disruption to the other.
- 22.3** In the event that the performance of either Party is delayed or interrupted for a period exceeding 30 (thirty) days, either Party may terminate this Agreement on written notice to the other.

23 FORCE MAJEURE

- 23.1** No Party shall be liable to the other Party of the non-performance of any performance of the provisions of this Agreement in the event and to the extent that such non-performance is the direct result of or has been directly

caused by *force majeure*, which shall mean any event beyond reasonable control of a party which could not reasonably have been foreseen by it at the date of signature of this Agreement, and shall include: war, invasion, act of foreign enemy, civil war, riot, military rising, insurrection, rebellion, total lockdown, military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the government or to influencing it by terrorism or violence, confiscation, nationalisation or requisition or destruction of or damage to property by under the order of the Government or any public authority.

23.2 Party claiming *force majeure* shall as soon as reasonably possible after becoming aware of the *force majeure* event, notify the other party thereof, stating the nature, extent and expected duration of same.

23.3 The burden of proof of the existence and extent of the alleged event and the enforceability thereof shall rest on the Party claiming such.

24 DISPUTE RESOLUTION

The Parties, being organs of state in the national and local spheres of government, respectively acknowledge that they are bound by the Intergovernmental Relations Framework Act, 2005 (Act No. 13 of 2005) and that any dispute between them shall be regulated in terms of the provisions of this Act.

25 NOTICES AND DOMICILIA

25.1 The Parties select as their respective domicilia citandi et executandi the following physical addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement, the said physical addresses as well as the following telefax numbers –

<u>Name</u>	<u>Physical Address</u>	<u>Telefax</u>
Legal Services The South African SAPO	497 Sophie de Bryn Street Cnr Jeff Masemola Pretoria Central 0002	086 668 7179

Marked for the attention of: Legal Services

<u>Name</u>	<u>Physical Address</u>	<u>Telefax / Email</u>
Geraldine Mettler	Plein Street Town Hall Complex Stellenbosch	Tel: 021 808 8025 Email :mm@stellenbosch.gov. za

Marked for the attention of: **Municipal Manager**

Provided that a Party may change its domicilium or its address for the purposes of notices to any other physical address or telefax number / e-mail address by written notice to the other Party to that effect. Such change of address will be effective 5 (five) business days' after receipt of the notice of the change.

25.2 All notices to be given in terms of this Agreement will be given in writing and will –

25.2.1 be delivered by hand or sent by telefax, or by way of email;

25.2.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and

25.2.3 if sent by telefax during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.

25.3 Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 25.

26 BENEFITS OF THE AGREEMENT

This Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or either of them.

27 APPLICABLE LAW AND JURISDICTION

27.1 This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.

27.2 Subject to clause 27.1, the Parties hereby consent and submit to the non-exclusive jurisdiction of the North Gauteng High Court, Pretoria in any dispute arising from or in connection with this Agreement.

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28 GENERAL

28.1 Whole Agreement

28.1.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

28.1.2 This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

28.1.3 Variations to be in Writing

No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

28.2 No Indulgences

No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement and no single exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor

will any unilateral exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

28.3 No Waiver or Suspension of Rights

No waiver, suspension or postponement by any Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by such Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

28.4 Provisions Severable

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

28.5 Continuing Effectiveness of Certain Provisions

The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

28.6 Assignment

- 28.6.1** The Municipality and SAPO may subcontract any rights in this Agreement to a third party, provided that the Party so subcontracting will notify the other Party of such fact in writing.
- 28.6.2** The Party subcontracting its rights in terms of this Agreement remains liable for all actions, omissions, delicts, unlawful actions and work product of their subcontractor and shall on no account be exempted from compliance with any terms of this Agreement by reason of it having employed the subcontractor.
- 28.6.3** Subject to clause 28.6.1 and 28.6.2 neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either Party without the prior signed written consent of other Party, save as otherwise provided herein.

28.7 Exclusion of Electronic Signature

The reference in clauses 28.2, 28.3 and 28.6 to writing signed by a Party shall, notwithstanding anything to the contrary in this Agreement, be read and construed as excluding any form of electronic signature.

29 COSTS

Except as otherwise specifically provided herein, each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.

30 SIGNATURE

- 30.1** This Agreement is signed by the Parties on the dates and at the places indicated below.
- 30.2** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.
- 30.3** The persons signing this Agreement in a representative capacity warrant their authority to do so.
- 30.4** The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by a witness.

SIGNED AT ON THIS DAY OF 2021

AS WITNESSES

For and on behalf of Municipality

1.

Geraldine Mettler

Name of Signatory

2.

Municipal Manager

Designation of Signatory

SIGNED AT ON THIS DAY OF 2021

AS WITNESSES

For and on behalf of SAPO

1.

Nomkhita Mona

Name of Signatory

2.

Group Chief Executive Officer

Designation of Signatory

ANNEXURE A

This Annexure A is concluded pursuant and subject to the terms and conditions of this Agreement. All capitalised terms in this Annexure that are not defined within this Annexure will bear the same meaning as ascribed to them in the Agreement. This Annexure will become effective on the Signature Date and will endure for a period of 3 (three) years in terms of clause 5.21 of the Agreement, *or until the termination of the agreement in terms of clause 22, whichever is earlier.*

1. SERVICES

- 1.1. This entails the execution of the existing Communication Specifications, as contained in this Annexure A, which includes but is not limited to the communication template, logos; field names; data and other information that SAPO is required to output into Print Ready Files, as defined in clause 3.6 of this Annexure. Should Municipality require any changes to the execution of the Communication Specifications the change control process in clause 13 of the Agreement will apply.
- 1.2. SAPO and Municipality shall for the purpose of this Agreement utilise the existing Communication Specification.

2. ACCEPTANCE AND TRANSFER OF DATA FILES

- 2.1. The Road Traffic Infringement Agency (RTIA) will, on behalf of the Municipality, provide SAPO with a Data File (InfrDoc file and InfrDocImg file) and, if applicable, a Zip File which will contain all necessary images, on a daily basis by placing the Data File on a SAPO SFTP site. The Data File must have been completely transferred to SAPO's SFTP site daily.
- 2.2. If Municipality has no records to print AARTO notice, RTIA must nevertheless send SAPO an empty Data File, so that SAPO is aware that there are no technical problems.
- 2.3. On receipt of duplicate files from the RTIA, SAPO should process the first file as received only. RTIA to ensure that duplicate files are not submitted to SAPO.
- 2.4. The SAPO SFTP site shall have sufficient space available to access all files being transferred.
- 2.5. SAPO shall process a file only once.

3. PROCESSING OF DATA

- 3.1. The RTIA is responsible for all data and image validations in all Data Files before submitting the file to SAPO's SFTP site. SAPO will not undertake any obligation in

respect of validating or verifying the integrity, accuracy, completeness, correctness of any data and images within Data Files.

- 3.2. The RTIA must ensure that the data and image files are transferred with the necessary Data File extension (.csv which will change to .txt once upload to SAPO's SFTP is complete). If any other Data File extension other than .txt or .zip is uploaded, SAPO will not be liable or responsible for any resultant failure, losses and damages that are incurred by Municipality.
- 3.3. Upon the receipt of the Data File from RTIA, SAPO will perform a file structure validation to ensure compliance of the Data File to the Communication Specification.
- 3.4. Should the Data File fail structural validation as indicated in clause 3.3, SAPO will inform the RTIA within 1 (one) business day of such failure and the Data File will be deemed to have "not been received" by SAPO as required in terms of this Agreement. As a result of such non-receipt, SAPO will not process the Data File and no Service Levels Measurements as indicated in clause 9 below will be applicable to that Data File. The RTIA will be responsible to resubmit the Data File in terms of clause 0 of this Annexure A.
- 3.5. If the submitted Data File passes data structure validation in clause 3.3 of this Annexure A, SAPO will transfer (map) the data fields onto the applicable Print Templates. These validated and processed Data Files will be Print Ready Files.
- 3.6. The day on which SAPO receives the Data File will be deemed as day 0 (zero) for the purposes of this Agreement and all Service Levels will exclude day 0 (zero) in the computation of any Service Level standards.
- 3.7. The Print Ready Files will be routed to SAPO Print Bureau for the actual Printing and Posting or for generation of the PDF document and electronic email.

4. PRINTING AND POSTING

- 4.1. When the Print Ready Files are received at the SAPO Print Bureau the contents of the Print Ready Files will be printed on an A4, 80-gram paper in duplex with black ink printers. Duplex Printing is defined as printing on both sides of the A4 page and ink coverage will not exceed 6% per side of the total surface area of the A4 page supplied.
- 4.2. SAPO will supply the RTIA a status "printed" for all AARTO notices that have been successfully received and printed. All electronic status updates will be supplied by SAPO to the Municipality within 72 hours after the relevant event actually occurred.
- 4.3. After the Print Ready Files have been printed, the AARTO notices will be glued, folded and perforated by a one-step mailer into a "DL" sized letters.
- 4.4. The produced AARTO notices in the form of physical DL sized letters will be posted via ordinary domestic mail or Bulk Registered Mail as instructed by the Data File,

which will be interpreted in terms of Annexure B of this Agreement.

4.5. Where AARTO notices are posted via ordinary domestic mail, SAPO will thereafter supply the RTIA an electronic status "posted". SAPO will not provide any further tracking details for AARTO notices posted via ordinary domestic mail. As a matter of clarity, AARTO notices posted via ordinary domestic mail will not be subject to Service Level Measurements, however SAPO will provide a repository of ordinary mail items lodged as indicated in clause 9 of this Annexure A.

4.6. The total period for ordinary mail items to be posted should not exceed 15 days after day 0 as referred to in clause 3.6 of this Annexure.

5. BULK REGISTERED MAIL

5.1. In respect of bulk Registered Mail, SAPO will provide the RTIA with an electronic status "posted" within 72 hours of such event actually taking place on SAPO's own internal system, upon the AARTO notice being despatched to the SAPO branch. SAPO will use its reasonable endeavours to determine the branch closest to the addressee on the AARTO notice provided to SAPO, but such branch will not be more than a 40km radius, from the address of the addressee as provided in the Data File.

5.2. In the event the address on the AARTO notice is of such a nature that SAPO cannot, with any level of certainty determine the destination of the AARTO notice ("Undeliverable"), SAPO will provide a 'not posted' electronic status to the RTIA within 72 hours of such event actually taking place on SAPO's own internal system, In the event of an Undeliverable AARTO notice, SAPO retains the right to levy the pro rata Bulk Registered Mail fee related to such AARTO notice, as quoted in Schedule 1 of this Agreement. Service Level Measurements will not apply to Undeliverable AARTO notices.

5.3. Notifications to collect AARTO notices ("Notifications to collect") posted via Bulk Registered Mail, will be bulk printed, glued, folded, perforated and posted by SAPO to the addressee via ordinary domestic mail. As a matter of clarity, notifications to collect posted via ordinary domestic mail will not be subject to service Level Measurements as indicated in clause 8 of this Annexure A. The Notification to collect is an inherent part of the service offering, and is owned by SAPO. To this extent, SAPO retains the right to manage the content of the Notification to collect, and associated return policies should the Notification to collect is Undeliverable. SAPO will provide the Municipality with an electronic status "First Letter Notification from SAPO" within 72 hours of such event actually taking place on SAPO's own internal system, in order to indicate that the Notification to Collect a registered item has been produced and posted to the addressee on the AARTO notice.

6. COLLECT AT SAPO BRANCH

6.1. SAPO will provide the RTIA with an electronic status "ready for collection at branch" within 72 hours in order of such event actually taking place on SAPO's own internal

system, in order to indicate that the AARTO notice has been received at the SAPO branch and is ready for collection by the addressee.

- 6.2. Once the addressee or its designee comes into the SAPO branch to collect the AARTO notice, SAPO will deliver the AARTO notice to the addressee or its designee in terms of SAPO's standard operating procedure for the collection of Registered Mail.
- 6.3. Should the AARTO notice be collected from the branch, SAPO will provide the RTIA with an electronic status "delivered" of such event actually taking place on SAPO's own internal system, in order to indicate that the AARTO notice has been collected by the addressee or its designee.
- 6.4. In the event the AARTO notice is not collected within 42 (forty) days from date of dispatch to the SAPO branch, SAPO will destroy such items, SAPO will provide an electronic status "not delivered" within 72 hours of such event actually taking place on SAPO's own internal system, to the RTIA in respect of each uncollected AARTO notice.
- 6.5. In the event that an AARTO notice is lost, stolen or misplaced for whatever reason, whether on route to a SAPO branch, at a SAPO branch or on the return leg back to the RTIA, SAPO will supply the RTIA an electronic status "item lost" within 72 hours of such event actually taking place on SAPO's own internal system.
- 6.6. SAPO furthermore undertakes to provide all event status updates to the NCR within 72 hours from such event being recorded on SAPO's own internal system as per Annexure C of this Agreement.

7. ELECTRONIC NORMAL AND REGISTERED EMAIL

- 7.1. When the Print Ready Files are received at the SAPO Print Bureau the contents of the Print Ready Files will be printed to PDF documents in duplex with black font to resemble the same image as printed AARTO Notices.
- 7.2. SAPO will supply the RTIA a status "printed" for all AARTO notices that have been successfully received and printed to PDF. All electronic status updates will be supplied by SAPO to the RTIA within 72 hours after the relevant event actually occurred.
- 7.3. After the Print Ready Files have been printed to PDF, the AARTO Notices will be emailed to the specific email address provided by the RTIA for each notice via Electronic Normal Email or Electronic Registered Email as instructed by the Data File, which will be interpreted in terms of Annexure B of this Agreement.
- 7.4. Where AARTO notices have been emailed, SAPO will thereafter supply the RTIA an electronic status "posted". SAPO will provide further standard email tracking details for AARTO notices emailed via Electronic Normal Email or Electronic Registered Email.
- 7.5. The total period for Electronic Normal Email or Electronic Registered Email items

to be emailed should not exceed 15 days after day 0 as referred to in clause 3.6 of this Annexure.

8. MONTHLY REPORTS

8.1. At the end of every calendar month SAPO shall generate and submit to Municipality a report describing the following in respect of each Data File individually, irrespective of the manner of service:

8.1.1. original Data File name as submitted by the RTIA and received by SAPO;

8.1.2. the submission date of Data File,

8.1.3. number of items per AARTO notice type (category),

8.1.4. rate per item and total amount per AARTO notice type, as per Schedule 1; and

8.1.5. The report will detail the cost of mailing AARTO notices which are mailed on behalf of the Municipality, and will be further subject to the terms and conditions of this Agreement.

8.2. Ad hoc reports will be compiled on reasonable request from the Municipality. In these instances, both Parties agree that timing in terms of supply of the requested information will be discussed and mutually agreed.

8.3. SAPO will provide a quarterly report commencing from the Signature Date hereof, indicating:

8.3.1. The total number of AARTO notices successfully received on behalf of the Municipality;

8.3.2. The total number of AARTO notices successfully posted/emailed on behalf of the Municipality;

8.3.3. The total number of AARTO notices delivered to the SAPO branch on behalf of the Municipality, within the specified Service Level Measurements as defined in clause 9 of this Annexure A).

8.3.4. The total number of AARTO notices delivered to the SAPO branch on behalf of the Municipality outside the specified Service Level Measurements (as defined in clause 9 of this Annexure A).

8.3.5. All Service Level Measurements to be calculated for the purposes of this report will be based on clause 8.3.2 of this Annexure A.

8.4. The report will be compiled by SAPO, based on SAPO's system information, and provided to the Municipality 60 (sixty) days after the close out of the quarter in question.

9. SERVICE LEVEL MEASUREMENTS

- 9.1.** The Municipality requires SAPO to make available the printed AARTO Notices, at a SAPO branch as determined by the addresses supplied in the Data File. The Service Level in this clause will be measured and controlled through SAPO's internal reporting systems. Both Parties agree that the date of the event (actual event status date) and not the electronic status update date will be used as the point of reference when measuring Service Level adherence. All electronic status updates will be made available to the Municipality within 72 hours after the occurrence of the AARTO event on SAPO's own internal system. In the event of a discrepancy between the quarterly Service Level report provided by SAPO to the Municipality and the Municipality's own reports, SAPO will (a) investigate the discrepancy and (b) provide the Municipality with reasonable information related to the basis upon which the Service Level reports have been calculated. In the event that, notwithstanding this clause 9.1, the discrepancy between the Service Level reports of SAPO and the Municipality still exist, the Parties will endeavour a mechanism to harmonise such discrepancies and may to that end enlist the assistance of an external expert to provide the required solution.
- 9.2.** A quarterly report will be provided to the Municipality as outlined in clause 8 of this Annexure A to determine Service Levels.
- 9.3.** Service Level Measurements are subject to the following requirements:
- 9.3.1.** Address quality, of the addresses supplied by RTIA per Data File received by SAPO, to adhere to PAMMS standards of no less than 96% (ninety-six percent) over the quarter in which the Service Level Measurements are calculated.
- 9.3.2.** Maximum bulk registered mail AARTO notices in a daily Data File to not exceed 900 000. In the event that the RTIA exceeds these daily limits, SAPO will with the RTIA to discuss (a) the increase in daily volumes and (b) any new Service Level Measurements that may be applicable to the additional volumes, and SAPO would require a minimum of 90 (ninety) days to re-align process capacities to meet the additional volumes.
- 9.4.** In the event that the Municipality does not achieve the requirements in terms of clause 9.3 of this Annexure A, then (a) the period during which the requirements in clause 9.3 of this Annexure A are not complied with will be excluded for the Service Level Measurement.

10. COMPLAINTS PROCEDURE

- 10.1.** Complaints from the public arising from the AARTO process must be dealt with by the Municipality. SAPO is only responsible to assist with the tracking of a physical item if it was sent via registered mail and in instance where the required statuses are not available on the AARTO systems.
- 10.2.** In cases where the SAPO Track and Trace number, as assigned to the AARTO notice, is available to the Municipality, queries can be directed to the SAPO call centre or referenced on the AARTO website. The call centre number to be availed to Municipality so that related complaints or enquiries may be directed thereto.
- 10.3.** Should the Municipality and/or service provider have specific complaints or

queries it can be directed to the SAPO representative that will ensure that the query/complaint is dealt within a period of 30 days.

10.4. Complaints of a general nature will be addressed in the relevant forums as outlined in clause 12 of the Agreement.

11. ESCALATION PROCEDURE

11.1. As per clause 10 of this Annexure A, both Parties to agree on turnaround times for management and resolution of complaints. Should the turnaround times agreed upon in clause 10.3 for a specific incident or complaint not be adhered to, the matter can be escalated to the relevant SAPO Executive representative (as defined in relevant table – see clause 15.2 of this Annexure A) in writing with specific examples. It would be the responsibility of the SAPO representative to address the matter with all concerned parties and ensure a mitigation plan is derived and implemented to ensure the specific incident(s) does not occur again.

12. CHANGE MANAGEMENT PROCEDURE

12.1. Both Parties commit to train all the personnel who are central to the operationalisation of this Agreement upon the finalisation of the relevant signatures thereto.

12.2. The Parties further commit to involve all such personnel referred to in clause 11.1 of this Annexure A in the experiential meetings as contemplated in clause 12.5 of the Agreement.

13. MONITORING

13.1 The parties will develop a monitoring template, containing all the performance indicators of this agreement.

13.2 The monitoring template will be utilised by the designated representatives of the parties to measure the effectiveness of the service levels under this agreement, during the monthly and quarterly meetings.

14. COMMUNICATION STRATEGY

14.1. It is important that a communication strategy is followed by all Parties due to the nature of this project as well as the various role players.

14.2. The appointed Municipality and SAPO Designated Representative should at all times be included in any communication amongst the various AARTO role players in order to limit the risk of communication breakdown but also ensuring that the 2 (two) major role players to this Service Level Agreement are aware of project issues.

14.3. Both Parties agree to consult and obtain the others prior written consent before responding to including without limitation any private or public media/press, marketing and advertising releases in cases where the other Party's Intellectual

Property or Confidential Information is used or referred to or where the reputation of either party could be affected.

15. CONTACT PERSONS/

15.1. First line support for general enquiries and general process support

	SAPO	Municipality
OPERATIONS	<p>Chumani Nyati</p> <p>Tel: 012 649 6263</p> <p>Cell: 083 501 1485</p> <p>E.Mail: Chumani.Nyati@cfgrp.co.za</p>	<p>Call Centre</p> <p>_____</p> <p>_____</p>
TECHNICAL		<p>Representative from Technology</p> <p>_____</p> <p>_____</p>
DESIGNATED BUSINESS		<p>Executive Representative from Business</p> <p>_____</p> <p>_____</p>
FINANCE		<p>Representative from Finance</p> <p>_____</p> <p>_____</p>

15.2. Escalation contacts when first line support fails

	SAPO	Municipality
OPERATIONS		CALL CENTRE Tel: Email:
TECHNICAL	Ndade Sibaya Tel 012 649 Cell; 082 777 7593	Representative from Technology Tel: Email:
DESIGNATED BUSINESS	e-mail: Ndade.Sibaya@postoffice.co.za	Executive Representative from Business Tel: Email:
FINANCE		Representative from Finance Tel: Email:

ANNEXURE B

AARTO NOTICES SERVED ARE ON THE INFRINGERS IN TERMS OF THE AARTO ACT AND REGULATIONS. AARTO NOTICES SHALL BE SERVED BY SAPO IN ACCORDANCE WITH REGULATIONS 30(2) AND 31 AND IN TERMS OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

AARTO Notices to be delivered on behalf of the Municipality:

AARTO 03	Infringement notice for camera and other infringements
AARTO 03a	Operator infringement notice
AARTO 03b	Infringement notice in respect of unattended vehicle
AARTO 07a	Notification of a successful nomination
AARTO 07b	Notification of an unsuccessful nomination
AARTO 33	Notice of summons to be issued for a traffic offence
AARTO 33a	Notice of summons to be issued to operator

ANNEXURE C**EVENT STATUS UPDATES TO BE TRANSFERRED TO THE NCR WITHIN 72 HOURS OF SUCH EVENT BEING RECORDED ON SAPO'S OWN INTERNAL SYSTEM AND AS PER THE BULK STATUS UPDATE PROTOCOLS**

Code	Description	Registered mail	Ordinary mail	Electronic service	Ordinary email
01	Printed	Yes	Yes	N/a	N/a
02	Posted (lodged)	Yes	Yes	Yes-email successfully sent	Yes-email successfully sent
03	Collected	Yes	N/a	Yes-collected(read/open by recipient)	Yes-collected(read/open by recipient)
04	Undelivered	Yes	N/a	Yes, not delivered (unsuccessful delivery to email address)	N/a
05	Not delivered	Yes	N/a	Yes, rts – return to sender, not opened/read by recipient	N/a
06	First notification letter from sapo	Yes	N/a	N/a	N/a
07	Second notification letter from sapo	Yes	N/a	N/a	N/a
08	Ready for collection	Yes	N/a	Yes(delivered to recipients' email address)	N/a
09	Item lost	Yes	N/a	N/a	N/a
10	Address suspect		N/a	Not delivered (unsuccessful delivery to email address)	Not delivered (unsuccessful delivery to email address)
11	Credit limit reached	Yes	N/a	Yes	Yes
12	It technical problems	Yes	N/a	Yes	Yes
13	File-received late(out-of-sla)	Yes	N/a	Yes	N/a
14	PDF document composed (similar to Code 01)	N/a	N/a	Yes	Yes
15	eRegistered doc uploaded	N/a	N/a	Yes	N/a

SCHEDULE 1 – PRICING (EFFECTIVE 01 APRIL 2021)

Service	Rates
Form Design	
Template Design	R 650.00
Ordinary Mail Items - printed and posted: Total	R 6.06
Paper	R 0.15
Duplex printing	R 0.34
one step mailer	R 0.23
DL Postage	R 5.34
Registered Mail Items – printed and posted: Total	R 38.17
Paper	R 0.15
Duplex printing	R 0.34
One step mailer	R 0.23
Registration fee	R 37.45
Electronic normal email	R 2.40
Electronic registered email (electronic service)	R 12.50

ANNEXURE C



WESTERN CAPE PROVINCE

Action list: AARTO PROVINCIAL MANAGEMENT ENGAGEMENTS WITH

IDENTIFIED MUNICIPAL AND PROVINCIAL IAS - WC held on

19 AUGUST 2021

Item	Topic	Action Required (Resolution)	Feedback (Report)	Responsible Person	Due date
1.	Meeting minutes	The meeting agreed that minutes and action list will be made available after the meetings once they are ready.	Minutes sent on 10/09/2021	Secretariat	Next meeting
2.	Equipment and NaTIS Connectivity	IAs to forward their request for additional AARTO equipment to Mr Channon at provincial office		RTMC	Next meeting
		Additional equipment required for City of Cape Town.	Partially completed. 2 sites were completed 03/09/2021 (Goodwood and Kuilsriver). 1 site completed 13/09/2021 to be (Strand). Parrow and Gallows Hill) planned for 14/09/2021.	RTMC	Next meeting
		Stellenbosch be provided with law enforcement equipment	Installation planned for 16/09/2021	RTMC	Next meeting
		Beaufort West LM to be provided with scanner.	Installation planned to be done by 27/09/2021.	RTMC	Next meeting
		Mossell Bay to confirm date of relocation to the new office. RTMC to assist Mossel Bay municipality with the relocation.	TBC by Mossell Bay LM	RTMC	Next meeting

		RTMC to prioritise law enforcement equipment for Vredendal provincial station	TBC by province	RTMC	Next meeting
		RTMC to install law enforcement equipment for Swartland municipal IA.	Installation planned for 16/09/2021	RTMC	Next meeting
		RTMC to prioritise law enforcement equipment for Cape Agulhas municipal IA.	Completed on 09/09/2021	RTMC	Next meeting
		Saldahna Bay Service outlets	Installation planned for week of 20-23/09/2021	RTMC	Next meeting
3.	AARTO Stationery	Cape Agulhas does not have an account with GPW and they need to engage GPW to start the process of opening an account.	Ms Saptou struggling to get hold of GPW	Ms Saptou	Next Meeting
4.	SAPO SLA	RTIA to circulate SAPO SLA	SLA sent to provinces on 27/08/2021 and forwarded to municipalities on 30/08/2021	RTIA	19/08/2021
5.	ANI Forms/LCMS	IA service provider need to start testing the interface and require access.		RTIA/RTMC	Next meeting
6.	Training (NaTis Users and Officers)	RTMC to confirm training dates for back office personnel	WC Province: City of Cape Town confirmed that 10 trainers can be provided to train back-office staff. RTMC will provide AARTO Provincial TTT training for the 10 trainers.	Mr Zinde	Next meeting

			These trainers will only train the back-office staff of the City of Cape Town Local Municipality and WC DOCS only. RTMC to provide training for the municipal IAs. Confirmation for the use of the 2 training facilities to be communicated to the WC province.		
		RTMC to confirm delivery of online training equipment	A follow-up was done to request feedback from the suppliers on the sound bars and cables. Training is waiting for confirmation on the installation of the equipment. Training dates for the WC Provincial TTT training and for the NC back-office staff was planned for next week, 13-17 September 2021, but due to the equipment that have not been installed, training had to be re-scheduled.	Mr Zinde	Next meeting

ANNEXURE D

MINUTES OF AARTO PROVINCIAL MANAGEMENT ENGAGEMENTS WITH IDENTIFIED MUNICIPAL AND PROVINCIAL IAS - WC

Date: Tuesday, 19 August 2021 at 09:00 - 11:00 am

Venue: Webex Online

Chairperson: Mr. Peter Baloyi, RTIA

Agenda Items																				
Item	Description/Discussion	Responsible																		
1.	<p>Opening and Welcome</p> <p>The chairperson greeted and opened the meeting and welcomed all present.</p>	Mr Baloyi, RTIA																		
2.	<p>Attendance Register and Introduction</p> <p>Chairperson requested the attendees to introduce themselves.</p> <table border="1"> <tbody> <tr> <td>Mr Baloyi, RTIA</td> <td>Mr Lawrence, Beaufort West LM</td> </tr> <tr> <td>Mr Payne, WC</td> <td>Ms Mogashoa, RTIA</td> </tr> <tr> <td>Mr Solomom, Stellenbosch LM</td> <td>Mr Steyn, Swartland LM</td> </tr> <tr> <td>Ms Mamabolo, RTIA</td> <td>Mr Brarreiro, WC</td> </tr> <tr> <td>Mr Arendse, WC</td> <td>Mr Masemola, RTIA</td> </tr> <tr> <td>Mr Royi, Stellenbosch LM</td> <td>Mr Humphreys, Swartland LM</td> </tr> <tr> <td>Ms Kgamanyane, RTIA</td> <td>Mr Mokobotedi, RTIA</td> </tr> <tr> <td>Ms Chetty, WC</td> <td>Ms Saptou, Cape Aghulas LM</td> </tr> <tr> <td>Mr Peterson, George LM</td> <td>Mr Boesak, George LM</td> </tr> </tbody> </table>	Mr Baloyi, RTIA	Mr Lawrence, Beaufort West LM	Mr Payne, WC	Ms Mogashoa, RTIA	Mr Solomom, Stellenbosch LM	Mr Steyn, Swartland LM	Ms Mamabolo, RTIA	Mr Brarreiro, WC	Mr Arendse, WC	Mr Masemola, RTIA	Mr Royi, Stellenbosch LM	Mr Humphreys, Swartland LM	Ms Kgamanyane, RTIA	Mr Mokobotedi, RTIA	Ms Chetty, WC	Ms Saptou, Cape Aghulas LM	Mr Peterson, George LM	Mr Boesak, George LM	Secretariat/All
Mr Baloyi, RTIA	Mr Lawrence, Beaufort West LM																			
Mr Payne, WC	Ms Mogashoa, RTIA																			
Mr Solomom, Stellenbosch LM	Mr Steyn, Swartland LM																			
Ms Mamabolo, RTIA	Mr Brarreiro, WC																			
Mr Arendse, WC	Mr Masemola, RTIA																			
Mr Royi, Stellenbosch LM	Mr Humphreys, Swartland LM																			
Ms Kgamanyane, RTIA	Mr Mokobotedi, RTIA																			
Ms Chetty, WC	Ms Saptou, Cape Aghulas LM																			
Mr Peterson, George LM	Mr Boesak, George LM																			

Agenda Items			
Item	Description/Discussion		Responsible
	Ms Mabula, RTIA Ms Fennie, WC	Ms Ntavhaedzi, RTIA Ms Swartz, WC Mr Lawrence, Beaufort West LM	
3.	<p>Apologies</p> <p>The apologies were recorded as follows: -</p> <p>1. Mr. Williamson, Mossell Bay LM</p>		Secretariat team/All
4.	<p>Purpose of the Meeting</p> <p>The chairperson introduced the Acting Registrar Ms Mabula who was seconded from the Department of Transport.</p> <p>Acting Registrar Ms Mabula indicated that the Minister of Transport launched AARTO on 1 July 2021. She further indicated that the Minister of Transport announced that AARTO will be rolled out in phases. She indicated that the purpose of the meeting is to ensure that key stakeholders are on the same page when it comes to preparations for AARTO roll out. She also indicated that the RTIA has deployed official temporarily to assist the province with roll out preparations. She further indicated that the purpose of the engagement was to ensure that RTIA does not leave behind all the key stakeholders in provinces. The meetings were arranged to ensure that the challenges issuing authorities (provincial and municipal) are experiencing are addressed by the RTIA and the RTMC technical team. The RTMC team that is also part of the meeting will ensure that</p>		Ms. Mabula, Acting Registrar-RTIA

Agenda Items		
Item	Description/Discussion	Responsible
	<p>required AARTO equipment is installed in various municipal and provincial IAs. She further indicated that she has appointed Mr Baloyi and Ms Kgamanyane to co-ordinate AARTO roll out.</p> <p>Comments:</p> <p>Mr Solomons indicated that the meeting minutes should be made available after each meeting.</p> <p>The Chairperson requested the Acting Chief Director Mr Payne to welcome the attendees and also make comments. The Acting Chief Director welcomed the initiative by the RTIA to engage with IAs in ensuring that they are prepared for the AARTO rollout and hope that the discussion will be fruitful.</p> <p>Mr Humphreys raised a concern that only few municipalities were in attendance and that he is concerned that they will be left behind. The Chairperson indicated that the RTIA has invited municipalities targeted for 01 October 2021 and other municipalities will still be engaged in future to ensure that they are also prepared for the next phase of roll out. The Chairperson further indicated that the purpose the engagements were aimed at taking stock of preparations.</p> <p>Resolution</p> <p>The meeting agreed that minutes and action list will be made available after the meetings once they are ready.</p>	
4.	<p>Introduction of RTIA Interim Team Deployed to the Province</p> <p>Ms Kgamanyane introduced the team that will be deployed in the Western Cape (WC) temporarily while the RTIA is still finalising the appointment of staff. She introduced Ms Venda Mamabolo and Mr Ofentse Masemola. She indicated that the team will assist the province with transition of AARTO rollout in the WC. The team will be temporarily assigned as officials that will work with the designated Provinces and Municipalities to work closely to beef up more capacity to ensure the success of the rollout.</p>	Ms. Kgamanyane, RTIA

Agenda Items		
Item	Description/Discussion	Responsible
5.	<p>AARTO Roll-Out Plan Overview: Phases and Identified areas</p> <p>Ms Kgamanyane presented the AARTO rollout status update. She provided a brief background of the process and the high level status update and the identified risks of the project. The process of consultaion for the AARTO regulations was completed and submitted to the State Law advisers. The inputs from the State Law Advisors came back and advised that the RTIA and the Minister of Transport need to get concurrence with the Minister of Justice; the reason being this new law is bringing in the Appeals Tribunal. The process of appointing Appeals Tribunal members is in progress. She indicated that part of the strategy was to bring in the hand-held gadgets. All law enforcement officers will be utilising handheld gadgets and the RTMC has indicated that they will provide the gadgets to all the traffic/metro officers across the country. These gadgets will automatically send the information to the NCR. Due to COVID challengers the global supply chain has been affected and RTMC has experienced difficulties in procurement of the gadgets. The RTMC have only managed to secure 220 hand held gadgets. These gadgets will be piloted on the 1st October 2021, but only through the RTMC National Traffic Police IA. The rest of the IAs will be catered for at a later stage.</p> <ul style="list-style-type: none"> - Phase 1 - It started on the 1st July 2021 to 30th September 2021. It was launched because that regulations were still outstanding. The Minister of Transport is still finalising consultations with all provincial MECs. The letters have already been sent to the various MECs for concurrence on AARTO regulations. The RTIA will also be conducting final IA readiness assessments. The RTIA has also established 7 AARTO service outlets across the country. Part of this phase will include AARTO communications and public education. 	Ms. Kgamanyane, RTIA

Agenda Items		
Item	Description/Discussion	Responsible
	<p>- Phase 2</p> <p>This phase will commence on the 1st October 2021 to 31st December 2021. AARTO will be implemented in identified 67 metropolitans and municipal areas. There is also going to be an establishment of additional 18 service outlets throughout the country at identified sites. The actual implementation will comprise of adjudication process coupled with the various elective options and appeals tribunal but the process will be without the Point Demerit System.</p> <p>Phase 3</p> <p>Phase 3 will commence on the 1st January 2022 to the 30th June 2022. During this phase all the remaining 144 local municipalities throughout the country will implement AARTO as proclaimed with similar processes in line with the 67 issuing authorities, which will be aligned more or less the same as what we will be doing as from the 1st October 2021 to the 31st December 2021.</p> <p>Phase 4</p> <p>Effective from the 1st July 2022. We will focus on introducing the Point Demerit System and providing the Rehabilitation Programs for habitual offenders. Establishment of 20 AARTO self-service kiosks at identified areas throughout the country.</p> <p>Both provincial and local municipal IAs need to ensure that all requirements are prepared accordingly, such as AARTO Stationery is ordered, South African Post Office (SAPO) service level agreement (SLA) to be signed, training and equipment. The RTMC Systems Support is part of meeting to ensure all equipment related matters are addressed and systems related matters are addressed in the preparation for the 1st October 2021.</p>	

Agenda Items		
Item	Description/Discussion	Responsible
	<p>She also indicated that the recent unrest in the country was of concern and has put the provinces in high alert. It became difficult for RTIA to finalize some of the preparations. There is a need to monitor the events and communicate once the unrest has subsided and the COVID-19 infection rate is reduced.</p> <p>Comments:</p> <p>Chairperson reiterated that the RTIA want to ensure that there is smooth transition and address whatever challenges that might be identified. He further indicated that there is a need take stock, as we have assured that IT equipment has been deployed at various IAs. He further indicated that IAs should complete the ANI Forms for those that will be utilising local contravention management system.</p> <p>Ms Mamabolo indicated that in terms of training law enforcement will do a refresher training. She further indicated that the province had already submitted a list of trainers that will be trained by RTMC. The training will start around the 23rd August 2021. The trainers will go back into the province and municipalities to train all the law enforcement officers. She further indicated that Mr Van der Merwe is part of the training committee and he has committed that the trainees in the Western Cape will be trained on line. Training will be rolled out to the rest of officers in issuing authorities.</p> <p>In terms of training for back office personnel, in the last meeting it was requested that all IAs send their list of people to be trained. The RTMC is in the process of finalising training program for back office personnel in WC. She also indicated that they were waiting for confirmation of training venue from the province. Mr. Barriero indicated that they were finalising the training venue for the province where the trainers and users will be</p>	

Agenda Items		
Item	Description/Discussion	Responsible
	<p>trained. He also indicated that they will provide feedback to RTIA in writing. He also indicated that the province is looking at 2 training sites, however the other training facility in in the CBD and there is parking challenges. The venue at the college can accommodate 10 learners and the one in the CBC can accommodate about 5 leaners in terms of Covid compliance. He also advised that site visits were done. Mr Zinde indicated that from the RTMC they were in the process of procuring equipment to conduct online training.</p> <p>Mr. Humphries raise a concern that he is seeing that his IA is part of phase 2 and he was not aware that his municipality was earmarked for the next phase and indicated that there was no consultation. The chairperson clarified that the list of the 7 identified municipalities were discussed during our meeting in June 2021 and the list was consulted with the province and identified municipalities. He further indicated that the RTIA and RTMC will try to provide assistance with IT equipment etc. there is a need to take stock and check if equipment has been deployed in various IAs.</p> <p>Mr. Payne clarified that the comments made by Mr. Humphries raised that needed to be clarified that provinces do not decide for local authorities and suggested that there should be internal discussions. The discussion will clarify if there is a breakdown of communications in the municipality. He indicated that Mr. Matong was present when consultation was conducted.</p>	

Agenda Items		
Item	Description/Discussion	Responsible
6.	<p style="text-align: center;">Readiness of IAs and Service Outlet Sites: RTMC and RTIA</p> <p>The chairperson shared the seven (7) municipal IAs and provincial stations in Western Cape that will go live in the second phase planned for the 1st of October 2021. Wchi are as follows:</p> <ol style="list-style-type: none"> 1. Cape Town Metropolitan 2. Cape Wine Land district: Stellenbosch local municipality 3. Central Karoo: Beaufort West local municipality 4. Garden Route district: George local municipality 5. Garden Route District: Mossel Bay local municipality 6. Overberg district: Cape Agulhas local municipality 7. West Coast district: Swartland local municipality 	
6.1	<p>Equipment and NaTIS Connectivity</p> <ol style="list-style-type: none"> 1. City of Cape Town Metropolitan <p>The City of Cape Town to confirm if the equipment has been deployed, network connectivity and NaTIS connectivity.</p> <p>George Felix confirmed that they received the email with the deployment lists. And they also conducted a survey in terms of what equipment is there and picked up there is some discrepancies about what has been verified and what was found on the ground. Ms Linda Sutherland confirmed that they have received equipment. However, the equipment received will only allow the city to accept payment. She further indicated that they did not received any equipment for data captures and their court section. She indicated that they have request paperwork to verify the officials who signed for equipment received so that they can compare. Mr Felix also</p>	<p>All</p> <p>Mr Felix</p>

Agenda Items		
Item	Description/Discussion	Responsible
	<p>indicated that some of the equipment was delivered 10 years ago and they were not sure if it will work. Ms Sutherland indicated that they recently received one scanner and need more scanners. Mr Felix indicated that they will require additional equipment for data captures.</p> <p>Resolution Additional equipment required for City of Cape Town.</p> <p>2. Provincial stations in Cape Town</p> <p>Ms Chetty indicated that they had received notification that the RTMC will be conducting visits at various provincial stations. She said she received the request about the site visits through Mr Gallant's office that RTMC representative will be conducting the site visits. She further indicated that most of their offices did not have connectivity but there are some with connection. Ms Chetty indicated that she was not in a position to confirm as she did not have the list with her.</p> <p>Comments: Ms Noko indicated that the RTMC has verified the equipment that was previously installed within the City of Cape Town. She further indicated that approximately 42 sites were visited and the existing equipment that was verified. She requested that if there is additional equipment required the IA should forward the request and provide the address and contact person on site. She also indicated that the municipal/provincial offices which do not have connectivity currently will be required to provide the RTMC with the site contact person that will be contacted when the technicians bring the equipment; and the address where the equipment is required. Once all that information is received the technicians will do a site inspection which will be followed by installation.</p>	<p>Ms Chetty</p>

Agenda Items		
Item	Description/Discussion	Responsible
	<p>Chairperson indicated that the main focus of verification will be to ensure that law enforcement offices have the required equipment for AARTO roll out.</p> <p>Ms Mamabolo indicated that in the previous meeting it was agreed that IAs need to confirm equipment that was installed and also submit their additional requirement to the provincial office to Mr Channon in Mr Gallant's office.</p> <p>Ms Saptou indicated that it was confirmed that RTMC received the additional requirements for Cape Agulhas. Mr Felix requested that him and Ms Sutherland be informed whenever the site visits will be conducted.</p> <p>3. Cape Wine Land district: Stellenbosch municipality</p> <p>Mr. Royi indicated that they have received NaTIS equipment. However, they only received equipment for administration and did not receive any equipment for law enforcement. He indicated that the administration office is not that far from the law enforcement office.</p> <p>Comments</p> <p>Ms Noko indicated that there has not been equipment deployment in Stellenbosch. He further requested that the IA provide the RTMC with the address and contact person on site. Mr Solomons indicated that they would not want to share the administration and law enforcement utilising the same terminal.</p> <p>Resolution</p> <p>Stellenbosch be provided with law enforcement equipment</p> <p>4. Cape Wine Land district: Provincial station Brackenfell</p>	<p>Mr Royi</p> <p>Ms Chetty</p> <p>Mr Lawrence</p>

Agenda Items		
Item	Description/Discussion	Responsible
	<p>Ms Chetty indicated that the provincial office that covers Stellenbosch area is Brackenfell which also covers City of Cape Town and she could not confirm the information at the moment.</p> <p>5. Central Karoo: Beaufort West municipality</p> <p>Mr. Lawrence confirmed that equipment for law enforcement purposes was installed. He indicated that they require, specifically for law enforcement was a scanner. He indicated that they will send their request to Mr Channon at the provincial station.</p> <p>Comments:</p> <p>Ms Noko indicated that the RTMC is still going to plan for equipment deployments. Mr Zinde indicated that the RTMC requires that addresses and contact person be provided. He indicated that according to their record equipment has been installed in Outdshoorn.</p> <p>Resolution</p> <p>Beaufort West LM to be provided with scanner.</p> <p>6. Central Karoo district: Beaufort West provincial station</p> <p>The Beaufort West is the only station in the district that got equipment installed. Other station in the district Outdshoorn and Laingsburg did not receive any equipment.</p> <p>7. Garden Route district: George municipality</p> <p>Mr Boesak indicated that they did not received equipment. However, they have old NaTIS equipment.</p>	<p>Ms Chetty</p> <p>Mr Boesak</p>

Agenda Items		
Item	Description/Discussion	Responsible
	<p>Comments</p> <p>Mr Zinde indicated that old equipment have been assessed and if they find that it is still useable they advise the IA. The RTMC will then replace the equipment when they conduct their refresher project.</p> <p>8. Garden Route District: Mossel Bay</p> <p>There was no representative from Mossel Bay and Ms Mamabolo provided feedback on behalf of Mr Williamson. She indicated that they have sent an email and they confirmed that they have received two PCs. She further reported that they have indicated that they will be relocating from the current building to another municipal building. She indicated that they will be relocating during the month of September (date to be confirmed).</p> <p>Comments</p> <p>Mr Zinde indicated that the IA should communicate the relocation as soon as possible to enable the RTMC to go and verify the new site. This will assist the RTMC do determine the needs for the new site for example there might be connection challenges and the RTMC might need to assist the IA with 3G.</p> <p>Resolution</p> <p>RTMC to assist Mossel Bay municipality with the relocation.</p> <p>9. Garden Route district: Outdshoorn provincial station</p> <p>Ms Chetty confirmed that equipment was installed at the Outdshoorn provincial station.</p> <p>10. Overberg district: Cape Agulhas</p>	<p>Ms Saptou</p>

Agenda Items		
Item	Description/Discussion	Responsible
	<p>Ms Saptou indicated that they did not receive any equipment for law enforcement. She indicated that they only received refresher equipment for DLTC and RA. She indicated that RTMC had confirmed that they received the request for</p> <p>Comments</p> <p>Mr Zinde indicated that the RTMC is running a number of project parallel with the AARTO project that is why in other areas you find they have received equipment for the refresher project. Mr Brarreiro indicated that the province had also prioritise AARTO deployment and can confirm that Cape Agulhas was prioritised for refresher project because the municipality had relocated to a new site. He further indicated that they are running parallel projects as Mr Zinde has indicated and they will ensure that they streamline all project so that technicians visit a place once rather than sending them at different time for different projects.</p> <p>Resolution</p> <p>RTMC to prioritise law enforcement equipment for Cape Agulhas municipal IA. \</p> <p>11. Overberg district: Caledon provincial station</p> <p>Ms Chetty indicated that there was no equipment installed at the Caledon provincial station. She further indicated that there was no equipment at Swellendam.</p> <p>Resolution</p> <p>RTMC to prioritise law enforcement equipment for Caledon provincial station.</p>	<p>Mr Steyn</p>

Agenda Items		
Item	Description/Discussion	Responsible
	<p>12. West Coast district: Swartland Municipality</p> <p>Mr Steyn indicated that they did not receive any equipment for law enforcement. He further indicated that they did not receive the letter from National Treasury to write the old stationery off and he has submitted the required report. Mr Steyn indicated that they only have NaTIS equipment at the RA and DLTC only.</p> <p>Comments</p> <p>The Chairperson indicated that the issue of old stationery issue is been addressed by the Finance subcommittee. Once the matter has been concluded it will be communicated with IAs.</p> <p>Resolutions</p> <p>RTMC to install law enforcement equipment for Swartland municipal IA.</p> <p>12. West Coast district: Vredendal provincial station</p> <p>Ms Chetty indicated that there was no equipment installed at the station. She indicated that they have major connectivity challenges in the West Coast as they also have no internet connectivity.</p> <p>Resolutions</p> <p>RTMC to prioritise law enforcement equipment for Vredendal provincial station</p>	
6.2	<p>AARTO Stationery</p> <p>Ms Mamabolo indicated that Cape Aguhlas is the only municipal IA that does not have an account with GPW and they need to engage GPW to start the process of opening an account.</p> <p>Resolutions</p>	RTIA/All

Agenda Items		
Item	Description/Discussion	Responsible
	Cape Agulhas to open an account with GPW.	
6.3	<p>SAPO SLA</p> <p>Ms Mamabolo indicated that the draft SAPO SLA will be shared with IAs by end of business (19/08/2021)</p> <p>Resolutions</p> <p>RTIA to circulate SAPO SLA</p>	RTIA
6.4	<p>ANI Forms/LCMS</p> <p>Ms Mamabolo indicated that 8 IAs have submitted their application for NaTIS information. She further indicated that if IAs that are utilising service providers for capturing and speed cameral law enforcement need to apply for the NaTIS interface. She also urged IAs that have submitted and does not appear on the list to forward the application for submission at RTMC.</p>	All
6.5	<p>Training (NaTIS Users and Officers)</p> <p>Ms Mamabolo indicated that in the last meeting the resolution was that IAs should submit their back office training requirements.</p> <p>She further indicated that for law enforcement training Mr Van der Merwe is currently consolidating information for all the municipal IAs and provincial IA.</p> <p>Comments</p> <p>Mr Felix raised a concern that they would like to start testing the interface on the NCR</p>	RTMC and RTIA

Agenda Items		
Item	Description/Discussion	Responsible
	<p>Resolutions</p> <p>IA service provider need to start testing the interface and require access.</p>	
8.	<p>Closing Remarks</p> <p>The Chairperson thanked everyone who made time to attend the meeting. He further indicated that once AARTO has been proclaimed in an area the IA will no longer use CPA for law enforcement.</p>	Chairperson/Province
9.	<p>Closure</p> <p>A new date to be communicated.</p> <p>Without further discussion, the chairperson adjourned the meeting @ 11:20am</p>	Chairperson
<p>Approval of Minutes</p> <p>Approved as a true reflection of the meeting proceedings</p> <p>Mr. Ofents Masemola: Secretariat (Assisted by Ms Mamabolo)</p> <p>Signature:</p> <p>Date:</p>		
<p>Mr. Peter Baloyi: Chairperson</p> <p>Signature:</p> <p>Date:</p>		

ANNEXURE E



RTIA
Road Traffic Infringement Agency
Justice in Adjudication

Final Readiness Assessments of Offices of Identified Provincial and Municipal IAs For Phase One & Two: 2021/22 Financial Year

The readiness checklist below must be:

- a) Completed by each office of each individual municipal and provincial Issuing Authority; and
- b) Signed by the Manager/ Supervisor/ Chief Traffic Officer/ Representative of the office.

Name of Province		WESTERN CAPE	
Name of Issuing Authority / Provincial Office		STELLENBOSCH	
Issuing authority code	9030	NaTIS User group and Office code	9030
Number of Traffic/Metro Officers Trained	2	Number of Data Capturers Trained	0
Number of Traffic/Metro Officers to be Trained	28	Number of Data Capturers to be Trained	21
Number of Traffic Wardens Trained	0	Number of Cashiers Trained	0
Number of Traffic Wardens to be Trained	61	Number of Cashiers to be Trained	6

Final IAs Readiness Checklist for AARTO Roll-out

No	Item	YES	NO	Comments
1.	IT Equipment installed by the RTMC and operational: Computer/s		X	
2.	IT Equipment installed by the RTMC and operational: Laser Printer and Summons printer		X	
3.	IT Equipment installed by the RTMC and operational: Scanners		X	
4.	NaTIS Connectivity installed by the RTMC, operational and access to NCR?	X		Busy with the process not yet concluded.
5.	Draft SAPO SLA (inclusive of electronic service) provided to IAs.	X		Provided to us but referred to Legal Department of Municipality for consideration
6.	GPW RFQ template provided to IAs for sourcing of quotation as per Regulations 35 of AARTO Regulations?	X		No procurement done
7.	NaTIS Users/operators registered on NCR to perform AARTO administrative tasks?		X	Information sent to Prov Govt. No yet registered.
8.	Traffic Officers/Wardens registered as authorized officers and linked to IA?		X	Information sent to Prov offices but not yet registered
9.	Camera prosecution service provider linked to NCR and ready to upload camera infringements as per AARTO charge codes?		X	Received templates and forwarded to Province but agreements were not signed.

Signed by Manager/ Supervisor/ Chief Traffic Officer/ Representative

Print Rank, Name & Surname: **ARIANDA ROYI**

Email address and contact number: **A.royi@ Stellenbosch.gov.za**

Signature: *A. Royi*



11.	URGENT MATTERS SUBMITTED BY THE MUNICIPAL MANAGER
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12.	MATTERS TO BE CONSIDERED IN-COMMITTEE
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(SEE PINK DOCUMENTATION)

***THE AGENDA HAS BEEN DISCUSSED WITH THE SPEAKER,
CLLR WC PETERSEN (MS), AND SHE AGREES WITH THE CONTENT.***
