

## COUNCIL MEETING

**Members:** G Govender (Speaker), ME Ngidi, (Mayor), SL Cele (Deputy Mayor), H Mbatha (Whip of Council), SK Shandu, DN Ngema, SO Nxele, OL Nhaca, JM Banda, AM Baardman, BC Fakazi, NJ Mpanza, TT Dube, S Sithole, N Qwabe, WN Mtambo, BP Ndlovu, SS Mthiyane, CM Naicker, SB Ntuli, NS Bhengu, NH Sithole, NC Mdletshe, V Mwandla, SP Khuzwayo, TC Nxele, SG Mcineka, VACANT, NP Dube, TT Mkhize, K Naidoo, B Mvulana, M Vembali, NA Singh, R Pooran, TN Mthethwa, A Zwane, P Makhan, F Abrahams, NJ Mbonambi, CM Ntleko, IS Mdletshe, SF Phungula, EM Kolia, SP Khuzwayo, MM Sibisi, JF Magwaza, NP Ntuli, P Sibiya, NS Sewraj, S Zungu, SC Mwandla, HM Ndlovu, AA Singh, DH Mthembu, CP Dumakude, TT Sithole, MM Mthiyane, S Kheswa

**Traditional Leaders:** Inkosi V Mathonsi, Inkosi VS Mthembu

**Officials:** Municipal Manager, Executive Directors, Chief Operations Officer, Directors, Head IGR/Mayoral affairs and Head of SCM

## NOTICE OF SPECIAL COUNCIL MEETING

Notice is hereby given that a meeting of the **KWADUKUZA COUNCIL** will be held on **THURSDAY, 13 FEBRUARY 2025**, at the **KWADUKUZA TOWN HALL**, **COMMENCING AT 09H00 am** for the purpose of discussing the items on the agenda.



**Municipal Manager**

**NJ Mdakane**

**04/02/2025**

1.	<b>Prayer / National Anthem</b>		
2.	<b>Notice of Meeting</b>		
3.	<b>Signing of Attendance</b>		
4.	<b>Declarations of Pecuniary Interest/ Other Forms of Interest</b> <b>a) Councillors: None</b> <b>b) Staff: None.</b>		
5.	<b>Apologies</b>		
6.	<b>Councilors Leave of Absence:</b> <b>a) Granted:</b> <b>b) Applications:</b>		
7.	<b>a. Official Announcements:</b> <b>b. Presentations:</b>		
8	<b>Attendance Record</b>		
9.	<b>Confirmation of Minutes:</b>  <b>9.1. 28 NOVEMBER 2024</b> a) Correction of Minutes: b) Matters arising from the minutes:  <b>9.2. 12 DECEMBER 2024</b> a) Correction of Minutes: b) Matters arising from the minutes:		
10.	<b>List Of Outstanding Items</b>		
11.	<b>Clean Administration</b>		
12.	<b>Business of the Day:</b>		
<b><u>ITEM NUMBER</u></b>	<b><u>SUBJECT</u></b>	<b><u>PAGE NO</u></b>	<b><u>BUSINESS UNIT</u></b>
<b>C156/2024 – 2025</b>	<b>EXTENSION OF CONTRACT SCOPE IN TERMS OF MFMA 116(3) FOR CONTRACT NO. MN 118 / 2022, SUPPLY AND DELIVERY OF SINGLE, THREE PHASE SMART METERS AND</b>	<b>1 – 3</b>	<b>ELECTRICAL ENGINEERING SERVICES</b>

	<b>ASSOCIATED ACCESSORIES FOR A PERIOD OF THREE (3) YEARS</b>		
<b>C157/2024 – 2025</b>	<b>IMPENDING INVESTIGATION BY THE SPECIAL INVESTIGATING UNIT (SIU)</b>	<b>4 – 8</b>	<b>OFFICE OF THE MUNICIPAL MANAGER</b>
<b>C158/2024 – 2025</b>	<b>WOODMEAD MUNICIPAL SITE</b>	<b>9 – 28</b>	<b>OFFICE OF THE MUNICIPAL MANAGER</b>
<b>C159/2024 – 2025</b>	<b>APPROVAL OF GROUP SCHEME COMPANY TO REPLACE MOMENTUM INSURANCE.</b>	<b>29 – 54</b>	<b>CORPORATE SERVICES</b>
<b>C160/2024 – 2025</b>	<b>REQUEST FOR COUNCIL APPROVAL FOR INCLUSION OF THE DIRECTOR-MAYORS OFFICE POST IN THE ADJUSTMENT BUDGET FOR THE 2024/20245 FINANCIAL YEAR(2024/2025).</b>	<b>55 – 56</b>	<b>CORPORATE SERVICES</b>
<b>C161/2024 – 2025</b>	<b>PROGRESSION OF STAFF FROM A FIREFIGHTER TO SENIOR FIREFIGHTER LEVEL, IN LINE WITH THE PROGRESSIVE ADVANCEMENT POLICY WHICH WAS APPROVED BY COUNCIL.</b>	<b>57 – 66</b>	<b>COMMUNITY SAFETY</b>
<b>C162/2024 – 2025</b>	<b>AMENDMENT TO THE ANNUAL LEAVE FOR THE CFO.</b>	<b>67 – 68</b>	<b>FINANCE</b>
<b>C163/2024 – 2025</b>	<b>NATURAL RESOURCE MANAGEMENT: NTSHAWINI TRANSFORMATIVE RIVERINE MANAGEMENT PROGRAMME IMPLEMENTATION-PHASE 3.</b>	<b>69 – 93</b>	<b>ECONOMIC DEVELOPMENT, PLANNING &amp; HUMAN SETTLEMENT</b>
<b>13.</b>	<b>CLOSURE!</b>		

## 1

P = PRESENT      L = LEAVE      A = APOLOGY





**COUNCIL MEETING – ATTENDANCE RECORD: 2024/2025**

P = PRESENT  
L = LEAVE  
AB = ABSENT

**A** = APOLOGY  
**CB** = COUNCIL BUSINESS

**P= PRESENT    L= LEAVE    A = APOLOGY    AB= ABSENT WITHOUT LEAVE    CB = COUNCIL BUSINESS**

P = PRESENT  
A = APOLOGY  
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AB = ABSENT WITHOUT LEAVE  
CB = COUNCIL BUSINESS

DATE	50	51	52	53	54	55	56	57	58	59
	NS Sewraj	S Zungu	SC Mwandla	HM Ndlovu	AA Singh	TT Sithole	DH Mthembu	M Vembali	Cllr PS Sibiya replaced Cllr SC Pandaram on the (28/11/2024 )	SP Khuzwayo
25/07/2024	P	P	P	*	L	L	P	P	P	P
29/08/2024	P	P	P	P	P	P	P	P	P	P
25/09/2024	L	P	P	P	P	P	P	P	P	P
02/10/2024(SP)	P	P	P	P	P	P	P	A	P	P
31/10/2024	P	P	P	P	P	P	P	P	-	P
05/11/2024(SP)	P	P	P	P	P	P	P	P	-	P
28/11/2024	P	P	P	P	P	P	P	P	P	P
12/12/2024 (SP)	P	P	P	P	P	L	P	P	P	P
TOTAL	8	8	8	7	8	8	8	8	2	8
ATTENDANCE	7	8	8	7	7	6	8	7	2	8
NON-ATT	1	0	0	0	1	2	0	1	0	0

**P = PRESENT   L = LEAVE   A = APOLOGY   AB = ABSENT WITHOUT LEAVE   CB = COUNCIL BUSINESS**

## COUNCIL ATTENDANCE RECORD FOR 2024/2025 – OFFICIALS



# A

## KWADUKUZA MUNICIPALITY

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### MINUTES OF THE COUNCIL MEETING HELD AT THE TOWN HALL, KWADUKUZA ON THURSDAY, 28 NOVEMBER 2024 AT 09H15 AM

#### **Present:**

**Councillors:** G Govender (Speaker), ME Ngidi (Mayor), SL Cele (Deputy Mayor), H Mbatha (Chief Whip), SO Nxele, J Banda, AM Baardman, BC Fakazi, NJ Mpanza, TT Dube, S Sithole, N Qwabe, BP Ndlovu, SS Mthiyane, CM Naicker, SB Ntuli, NS Bhengu, NH Sithole, V Mwandla, SP Khuzwayo, TC Nxele, SG Mcinka, NP Dube, TT Mkhize, K Naidoo, B Mvulana, M Vembali, NA Singh, R Pooran, TN Mthethwa, A Zwane, P Makhan, NJ Mbonambi, EM Kolia, MM Sibisi, JF Magwaza, NS Sewraj, S Zungu, SC Mwandla, HM Ndlovu, AA Singh, DH Mthembu, SP Khuzwayo, CP Dumakude, NP Ntuli, TT Sithole, MM Mthiyane, S Kheswa, IS Mdletshe and PS Sibiya

**Officials:** N.J Mdakane, A.M Manzini, SV Hlongwane, SM Rajcoomar, SC Viramuthu, S Jali, P Mntaka, TT Nxumalo, FM Mhlongo, Y Pillay, P Govender, C Pereira, SS Zulu, NL Ngwane, MJ Zondi, MW Ngcamu, FR Naidoo, D Rampersad, S Xaba, M Faya, L Moothusamy, M Nene, S Ngobese, PS Phahla, F Sheik and VV Anthony (Secretariat)

#### **Traditional Leaders:**

#### **Others:**

#### **1. Opening Prayer and welcome**

Meeting opened with a prayer by Cllr S Zungu and the Chairperson welcomed all present.

#### **2. Notice of Meeting**

The notice of meeting, which has been circulated, was then taken as read and the meeting declared to be properly constituted.

#### **3. Signing of Attendance Register**

The attendance register was noted by the meeting and was circulated for all present to sign.

#### **4. Declarations of Pecuniary Interest/ Other Forms of Interest**

**a. Councillors:** None

## **B**

**b. Staff** : None

**5. Apologies:**

- a. Cllr SF Phungula- To join the meeting at a later time.
- b. Cllr CP Dumakude- To join the meeting at a later time.
- c. Cllr S Kheswa- To join the meeting at a later time.
- d. S Khanyile (Executive Director: Community Services)- Family Responsibility
- e. C Viramuthu (Executive Director: Community Safety)- Attending a meeting , to join the Council meeting at a later time.
- f. S Hlongwane (Executive Director: EDP)- Attending a doctors appointment- to join at a later time.
- g. IM Zuma (Director Disaster)- To join the meeting at a later time.
- h. Inkosi V Mathonsi- Attending meeting
- i. Inkosi VS Mthembu – Attending a meeting.
- j. MJ Zondi (Manager of the Speakers Office)- Requested to join the meeting at a later time to attend a public participation meeting.
- k. D Mhaule (Director Electrical Engineering)- Family responsibility.
- l. M Ngubane (Director: Admin and Property Management)- Annual Leave
- m. A Nunkumar (Director Budget and Compliance)- Attending to AG matters.
- n. S Chonguene (Director Expenditure)- Attending to AG queries

*The Council granted the apologies listed above*

**6. Councillors Leave of Absence:**

- a. Applications:
  - Cllr SK Shandu (28/11/2024 Only ) Family Commitment
  - Cllr NC Mdletshe (28/11/2024 – 29/11/2024) Study Leave
  - Cllr V Govender (28/11/2024 Only ) Family Commitment
  - Cllr F Abrahams (28/11/2024 Only ) Family Commitment
  - Cllr WN Mtambo (27/11/2024 – 29/11/2024 ) Unwell
  - Cllr OL Nhaca (28/11/2024 Only) Unwell
- b. Granted Leave: None
- c. Absent:

**7. Official Announcements:**

- Cllr S Mthiyane requested that at the next sitting of Council, an item relating to the Councillor Code of Conduct be submitted.



## C

- Cllr P Makhan at the first sitting of the council in 2025, that the Terms of Reference for the Ethics committee be submitted and further raised concern on item C 127 /2024-2025 **INDEMNITY AMNESTY FOR VOLUNTARY DECLOSURE OF ELECTRICITY SERVICE CONNECTIONS IN CONTRAVENTION WITH SECTION 28 OF ELECTRICITY BYLAWS – TAMPERING / ILLEGAL / NON-COMPLIANT WITH ELECTRICITY SERVICE CONNECTION OR SUPPLY MAINS**, as the item was tabled and circulated late to councillors therefore parties were unable to caucus the item
- Cllr NA Singh requested that an item and the relevant documents regarding the dress code of Councillors and officials be submitted to Council.
- Cllr EM Kolia requested clarity on the amount of items that are being tabled to which the speaker announced that these items sought permission which was granted to them and further informed Council that the authors of items will go through each item in detail.

### **7.2 Presentations: None**

## **8. Attendance Record**

### **a. Corrections: None**

## **9. CONFIRMATION OF MINUTES:**

### **9.1 31 OCTOBER 2024**

a). Correction of Minutes: None

b). Matters arising from the minutes:

### **PAGE D: C 61/2024-2025: C 61/2024-2025 REPORT ON INTERGOVERNMENT DEBTS AND STATUS OF AMOUNTS OWED TO ILEMBE DISTRICT**

**MUNICIPALITY:** Cllr S Mthiyane informed Council that the matter was raised with the speaker of Ilembe who had informed him that the matter will be discussed with the Municipal Manager.

## **D**

**PAGE D: C 64/2024-2025 APPOINTMENT OF TASK TEAM TO FINALISE THE REVIEW OF KDM CLOSE PROTECTION (CPO) POLICY :** The Speaker requested that the minutes of the CPO Task Team meeting be submitted to Council as to date no feedback was provided to Council. The Director HR responded to inform Council that after the initial meeting, a meeting was then held with COGTA. All information and presentations were submitted to the business unit by COGTA on the 27 November 2024. Therefore, once all information has been finalised a report will be submitted to Council.

### **PAGE I-J: C 80/2024-2025 FIRST QUARTER BUDGET & PERFORMANCE**

**ASSESSMENT:** Regarding resolution no.8, the Municipal Manager indicted to Council that they consider the midterm Lekgotla being held in mid-January 2025, and that this be combined with the Energy Loss Indaba. A three-day program us being considered to deal with both matters and that an item will be submitted to Council before recess.

Cllr Mthiyane requested that the possibility of the meeting being virtual be looked into due to SALGA games, to which the Municipal Manager responded that he will liaise will the office of the speaker regarding the matter.

### **PAGE K-L: C 83/2024-2025 PROGRESS REPORT: PROCESS PLAN ON THE TRANSFER OF FUNCTIONS BETWEEN BUSINESS UNIT AND**

**CONSIDERATION OF ORANOGRAM BY COGTA:** The Director HR informed Council that a workshop will be scheduled when Council returns from recess as the business unit is currently awaiting final comments from COGTA returning the matter.

### **PAGE U: C 91/2024-2025 VIREMENT OF FUNDS WITHIN BUSINESS UNIT**

**BUDGET VOTES:** The Executive Director of the Electrical Business Unit to Council that there was an error regarding the item that was submitted to Council, and that corrections were to be made regarding line items 2 , 3 and 4.'

*The minutes of the meeting held on the 31 October 2024 was moved by Cllr NS Sewraj  
and seconded by Cllr SL Cele*

## E

### 9.1 05 NOVEMBER 2024

- a). Correction of Minutes: Cllr Makhan requested that the mover regarding item C 101 to corrected.
- b). Matters arising from the minutes: None

*The minutes of the meeting held on the 05 November 2024 was moved by Cllr H Mbatha and seconded by Cllr SS Mthiyane*

### 10. List of Outstanding:

- **C512/2023- ESTABLISHMENT OF A MUNICIPAL COURT FOR KWADUKUZA MUNICIPALITY TO DEAL WITH PROSECUTION IN RESPECT OF MUNICIPAL BYLAWS AND RELATED OFFENCES – (EDP S-MT 07):**  
The item is to be submitted to Council early next year.
- **C 92/ 2024-2025 GRANT ROLL OVER APPROVAL 2023/2024:** Cllr Makhan raised concern on the item not being submitted to Council as there were many discrepancies in the report. The ED: Civil Engineering informed Council that the item will be submitted at the next Special Council, as the item was done but he however missed the deadline.
  - Cllr S Mthiyane requested that the ED excuses himself from the meeting to submit the item as the ED had already informed Council that the item was completed, therefore it was just a matter of printing and circulating copies.
  - That the above item when being submitted include information regarding how much money was spent per contractor as well as how much is yet to be paid to each contractor.
  - Cllr CM Naicker seconded the above request and further raised concern on the Civil Business Unit and requested that action must be taken on the department.
- **C 98/ 2024-2025 REPORT ON ACCUMULATING GOVERNMENT DEBTS AND HOUSING RENTALS IN ROCKY PARK OLD AGE, SCHEME 8 & 9:** The Director Revenue informed the committee that they are currently awaiting information from other business units and once this has been received the final item will be presented to Council.

### 11. Business of the day

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**F**

**C 104/ 2024-2025**

**COUNCIL: 28/11/2024**

**PROTEST DATABASE**

**RESOLVED:**

1. That Council notes the report.
2. That council approves the municipal protest database for onward submission to CoGTA

**MANAGER OF THE SPEAKERS OFFICE**

**Moved by Cllr H Mbatha and seconded by Cllr NS Sewraj**

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**C 105/ 2024-2025**

**COUNCIL: 28/11/2024**

**REPLACEMENT OF INKATHA FREEDOM PARTY (IFP) PR COUNCILLOR  
PANDARAM**

**RESOLVED:**

1. That Council notes that with effect from 11 November 2024 Cllr Princess Sebenzile Sibiya is a Councillor of KwaDukuza Municipality.
2. That Council notes that the Municipal Manager confirms that the swearing in of Cllr PS Sibiya has been officiated by the designated jury.
3. That Council directs the Municipal Manager to ensure that all necessary councillor support package is provided to Cllr PS Sibiya.

**MUNICIPAL MANAGER**

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## **G**

**C 106 / 2024-2025**

**COUNCIL: 28/11/2024**

### **KWADUKUZA LM WARD COMMITTEE FUNCTIONALITY REPORT FOR JULY TO SEPTEMBER 2024**

#### **RESOLVED:**

1. That Council notes the results from the assessments on the functionality of ward committees as conducted by Public Participation Unit.
2. That Council approves the results of all wards and mandates the Hon Speaker to engage ward councillors of non-functional wards with their ward committees to ensure improvement.
3. That Council mandates the service delivery Business Units to respond promptly to issues raised by ward committees within a month of receipt of such issues and the report be submitted to council on a quarterly basis.

**MANAGER OF THE SPEAKERS OFFICE**

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**C 107/ 2024-2025**

**COUNCIL: 28/11/2024**

### **WOODMEAD MUNICIPAL SITE**

#### **RESOLVED:**

1. That status report relating to the Woodmead municipal site be noted.
2. That the Business Unit submit an updated and more comprehensive report on the various options that are available with regards to the use of the site.
3. That the Director Special Projects send formal correspondence to the developers and investors and request information regarding exactly how far they are in term sof progress.
4. That the Executive Director Community Safety submit a report which details what exactly is being guarded at the site as well as elaborate on the current security costs.
5. That the municipality look at available land and thereafter invite potential investors in a transparent manner. This will open the possibility of investors using the land which will thereafter create jobs as well as assist with revenue collection overall.

**EXECUTIVE DIRECTOR: COMMUNITY SAFETY**

**DIRECTOR SPECIAL PROJECTS**

## **H**

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**C 108/ 2024-2025**

**COUNCIL: 28/11/2024**

### **REQUEST FOR APPROVAL OF MAYORAL VISIT TO TRADITIONAL LEADERS AS PART OF THE 100-DAYS-IN-OFFICE PROGRAM**

#### **RESOLVED:**

1. That Council approves the Mayor's visit to traditional leaders as part of the 100-days-in-office program.
2. That Council approves an expenditure of R98 700 to be sourced from Mayoral Outreach vote
3. That a report on the total expenditure be submitted to Council within 30 days after the completion of the program by the office of the Municipal Manager (Heard IGR & Protocol).
4. That the item is supported subject to the correction of the calculations pertaining to the financial implications that was submitted to Council.

**HEAD IGR AND PROTOCOL**

**Moved by Cllr NS Sewraj and seconded by Cllr H Mbatha**

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**C 109 /2024-2025**

**COUNCIL: 28/11/2024**

### **RESHUFFLING OF PORTFOLIO CHAIRPERSONS AND FILLING OF VACANCIES IN PORTFOLIO COMMITTEES**

#### **RESOLVED:**

1. That the report regarding the reshuffling the EXCO and Portfolio Committees by filling the vacancies that exist in the Portfolio Committees and appointing new Chairpersons be hereby considered.
2. That Council elects Councillor ME Ngidi as the Chairperson for EXCO and FLPA.
3. That Council elects Councillor SL Cele as the Chairperson for Infrastructure and Technical Portfolio Committee.

## **I**

4. That Council approves that Councillor I.S. Mdletshe be appointed to serve at Infrastructure and Technical Committee.
5. That Council approves that Councillor SP Khuzwayo be appointed to serve at Economic Development, Planning, Special Programmes & Youth Affairs Portfolio Committee.

**MUNICIPAL MANAGER**

**Moved by Cllr H Mbatha and seconded by Cllr SS Mthiyane**

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**C 110/ 2024-2025**

**COUNCIL: 28/11/2024**

### **STATUS REPORT: SECURITY POLICY**

#### **RESOLVED:**

1. That the draft security policy for meetings of Council, Exco and Portfolio Committees be noted.
2. That the item be workshopped.

**DIRECTOR LEGAL**

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**C 111/ 2024-2025**

**COUNCIL: 28/11/2024**

### **REQUEST TO PAY BACK INTEGRATED NATIONAL ELECTRICITY PROGRAMME “INEP” GRANT FUNDING**

#### **RESOLVED:**

1. The above report be noted.
2. That the Electricity Business Unit engage with National Treasury as a matter of urgency with a view to retain the amount not approved.
3. That the business unit engage with National Treasury regarding the matter and should National Treasury have a different view on the matter then this be submitted to Council.
4. That an updated item be submitted to Council after the discussion with national treasury takes place.

**MUNICIPAL MANAGER**

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**C 112/ 2024-2025**

**COUNCIL: 28/11/2024**

**APPOINTING DIRECTORS AND COO TO ACT AS EXECUTIVE DIRECTORS  
AND MUNICIPAL MANAGER DURING THE PERIOD OF DECEMBER 2024  
AND JANUARY 2025**

**RESOLVED:**

1. That the item be deferred and that the Executive Directors amend their leave days as no leave will be granted in January 2025 as the mid-term Lekgotla as well as the Energy Loss Indaba will be scheduled to take place in January 2025.
2. That in the new submission of leave days, should the Executive Directors leave exceed 10 days, then the acting should be split between all Directors in the business Units , with each Director not exceeding a day 10 day acting period.

**MUNICIPAL MANAGER**

**Moved by Cllr ME Ngidi and seconded by Cllr CM Naicker**

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**C 113/ 2024-2025**

**COUNCIL: 28/11/2024**

**ELECTION OF WOMEN'S CAUCUS CHAIRPERSON**

**RESOLVED:**

1. That the report regarding the appointment of Women's Caucus Chairperson be hereby considered.
2. That Council nominates and elects Councillor NJ Mpanza as the Women's Caucus Chairperson.
3. That it further be noted that the Councillor is to receive the benefits of being the chairperson of the Women's Caucus and that the Councillor further receives the necessary backpay with immediate effect.

**MUNICIPAL MANAGER**

**Moved by Cllr ME Ngidi and seconded by Cllr H Mbatha**

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**K**

**C 114/ 2024-2025**

**COUNCIL:28/11/2024**

**BUSINESS WHILST COUNCIL IS IN RECESS**

**RESOLVED:**

1. That it be noted that Council goes into recess during the period 13 December 2024 to 10 January 2025.
2. That council delegates the Mayor and relevant Portfolio Chair (at the advice of the Municipal Manager) to take decisions during Council recess period (13 December 2024 to 10 January 2025).
3. That the Municipal Manager compiles and submits to EXCO and or Council the KDM RECESS RESOLUTIONS REGISTER for the ex post facto approval.

**DIRECTOR: ADMIN, COUNCIL AND PROPERTY MANAGEMENT**

**Moved by Cllr ME Ngidi and seconded by Cllr SS Mthiyane**

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**C 115/ 2024-2025**

**COUNCIL: 28/11/2024**

**WORKING HOURS/ CLOSING OF OFFICES-24 & 31 DECEMBER 2024**

**RESOLVED:**

1. That Council approves the closing of offices at 13h00 on both days (24 December 2024 and 31 December 2024 with the exception of emergency and electricity control staff.
2. That resolution (1) be advertised in the local newspaper.

**DIRECTOR: ADMIN, COUNCIL AND PROPERTY MANAGEMENT**

**Moved by Cllr SL Cele and seconded by Cllr P Makhan**

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**L**

**C 116/ 2024-2025**

**COUNCIL: 28/11/2024**

**STATUS OF CONTRACTS AND CONTRACTS MANAGEMENT – QUARTER 1  
OF 2024/2025**

**RESOLVED:**

1. That the item be withdrawn and that the SCM unit resubmit the item with credible information.

**ACTING CONTRACTS MANAGER**

**Moved by Cllr H Mbatha and seconded by Cllr SL Cele**

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**C 117/ 2024-2025**

**COUNCIL: 28/11/2024**

**INDIGENT SUPPORT (FREE BASIC SERVICES): REGISTRATION DATES 2025**

**RESOLVED:**

1. That the report on the Indigent Support (free basic services): registration dates 2025 be noted.
2. That Ward Councilors together with ward committee members announce the event in their respective wards in addition to the adverts to be placed in the media and the loud hailing by public participation and request that the applicants have available the necessary documents to speed up the process.
3. That six unemployed graduates be sourced for a period of 5 months to assist with this programme. **ED: CS**
4. That the Human Resources Department make application to the South African Local Government Bargaining Council for exemption with regard to overtime of Officials that exceed the 40 hour per month limit. **ED: CS**
5. That the overtime to staff members be approved.
6. That the costs in respect of the registration process be paid from vote 400-260385 (free basic services).

**M**

7. That adverts be placed in our local media as well as social media platforms indicating the times, venue, registration duration and the required documents.
8. That Public Participation Section loud hail in the respective Wards to alert Consumers.
9. That all Business Units make available any spare vehicles that can be used during the period of the indigent support registration failing which the permanent staff will utilize their private vehicles and will be compensated in terms of Councils subsistence and travelling policy.
10. That the business unit look at hiring three graduates per ward for the three day period of the program, as this will provide these individuals with experience.

**ALL ED'S**

**DIRECTOR LEGAL**

**Moved by Cllr SL Cele and seconded by Cllr N Qwabe**

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**C 118/ 2024-2025**

**COUNCIL: 28/11/2024**

**UNAUTHORISED, IRREGULAR, FRUITLESS AND WASTEFUL  
EXPENDITURE REGISTER FOR THE PERIOD JULY TO OCTOBER 2024**

**RESOLVED:**

1. That the register of unauthorised, irregular, fruitless and wasteful expenditure for the following months be noted:
  - a. July 2024 – NIL
  - b. August 2024 – NIL
  - c. September 2024
  - d. October 2024 – NIL
2. That Council refers the unauthorised, irregular, fruitless and wasteful expenditure register to the Municipal Public Accounts Committee for investigation as required by the Municipal Finance Management Act, 56 of 2003.
3. That each responsible directorate submit reports to the Municipal Public Accounts Committee on the unauthorized and irregular expenditure incurred for the committee to deliberate and subsequently advise Council on how to proceed with each listed unauthorized, irregular, fruitless and wasteful expenditure reported.

**N**

4. That the unauthorised, irregular, fruitless and wasteful expenditure be reported to the Provincial Department of Co-operative Governance and Traditional Affairs and the Office of the Auditor General.

**CHIEF FINANCIAL OFFICER**

**Moved by Cllr NS Sewraj and seconded by Cllr H Mbatha**

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**C 119/ 2024-2025**

**COUNCIL: 28/11/2024**

**FESTIVE SEASON OPERATIONAL PLAN 2024/2025 – COMMUNITY SAFETY BUSINESS UNIT (TRAFFIC / CRIME PREVENTION / SOCIAL CRIME PREVENTION / MARINE SAFETY / DISASTER MANAGEMENT / ADMINISTRATION & FIRE & EMERGENCY SERVICES)**

**RESOLVED:**

1. That the Festive Season Operational Plan 2024/2025 for the Community Safety Business Unit (Traffic/Crime Prevention/Social Crime Prevention/Marine Safety/Disaster Management/ Administration & Fire & Emergency Services) be noted.
2. That it be noted, that essential service staff within Community Safety Business Unit, shall exceed the threshold of 40 hours of overtime per month, due to the nature of the operations.
3. That the partnership for the festive season for 2024/2025 with the following companies be noted:
  - iSTAR Civil Defence/Badul Air
  - BMW Auto Ballito
  - Medi Response
  - Hawks Protection Service
  - Pro Secure Security
  - IPSS Medical Rescue Services
  - KZN EMRS
  - Netcare
  - Groutville RTI
  - SAPS
  - NSRI Rescue

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- CPF/Security companies
4. That in addition to the plan submitted, the Business Unit concentrate on residential areas which will include the townships as well as the locations.

**EXECUTIVE DIRECTOR: COMMUNITY SAFETY**

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**C 120/ 2024-2025**

**COUNCIL: 28/11/2024**

**AMENDMENT OF THE KWADUKUZA LAND USE MANAGEMENT SCHEME IN TERMS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT NO. 16 OF 2013 READ WITH THE SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW NO. 2002 FOR THE APPLICATION WITH REFERENCE SPLUMA 08-2024 BA (DP) SITUATED ON PORTION 1 OF ERF 4739 TO BE KNOWN AS BALLITO LIFE**

**RESOLVED:**

1. That it be noted that the KDM MPT sat on 6<sup>th</sup> November 2024 to consider the following application submitted in terms of the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) read with the KwaDukuza Municipality Spatial Planning and Land Use Management By-Law No. 2002 (September 2018) for the proposed:
  - Scheme Amendment on Core Mixed Use 4 (MUCO 4) Zone on Portion 1 of Erf 4739 Ballitoville to increase the maximum height from 3 storeys to 4 storeys
  - Special Consent Use on Portion 1 of 4739 Ballitoville to permit a residential use on the ground floor
2. That it be noted that in terms of Schedule 2 Item 3 of the KDM SPLUM By-law, the KDM MPT at its sitting held on the 6<sup>th</sup> November 2024 to consider matters related to this application resolved to amend the KwaDukuza LUMS and recommend the application for approval by Council. The amendments are as per the below:
  - “In respect of Portion 1 of Erf 4739 Ballitoville, the maximum permissible height shall be 4 storeys”
3. That it be noted that in terms of schedule 2 of the SPLUMA Bylaw, Council approve the amendment of the KwaDukuza Land Use Management Scheme as per item 2 above.
4. That the planners report dated 31<sup>st</sup> October 2024 be considered and noted by Council.

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5. That it be noted that in terms of Chapter 4, Section 56 of the By-law, the combined Final Record of Decision will be issued to the applicant within a period of 21 days after the final decision is made by Council.
6. That the recommendations and/conditions imposed by the MPT at their sitting on the 6<sup>th</sup> November 2024 be included in the final Record of Decision.
7. That council considers and approves the application with reference SPLUMA 08/2024 BA (DP) and MPT 20/2024, in terms of the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) read with the KDM Spatial Planning and Land Use Management By-law No. 2002 (September 2018) in line with the above recommendations.

**EXECUTIVE DIRECTOR: EDP**

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**C 121/ 2024-2025**

**COUNCIL: 28/11/2024**

**REVIEW ON SUBMISSIONS FOR UNREST CLAIMS**

**RESOLVED:**

REFER TO IN-COMMITTEE ITEM

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**C 122/ 2024-2025**

**COUNCIL: 28/11/2024**

**VIAMENT OF FUNDS WITHIN SPORTS DEVELOPMENT UNIT**

**RESOLVED:**

1. That council notes and receive the report submitted by manager Youth and Sports development regarding the requested transfer of funds within the sports development unit.
2. That the council approve transfer of R650 000 funds from the following votes respectively:
  - R450 000 from SALGA GAMES APPAREL VOTE to 027 261 992 SALGA GAMES
  - R200 000 from 027261719 SPORT DEVELOPMENT MASS SPORT MOBILISATION to 027 261 992 SALGA GAMES

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3. That the council note the mitigation of the process to be implemented:
  - The recommended votes are within the sport development Unit namely SALGA Games apparel vote and 027 261 719 sports development mass mobilisation vote
  - The recommended transfers/ virement will not adjust service delivery targets, as set in the SDBIP, downwards
  - The committed funds are available to be utilised as per council approval
  - The requested virement is not intended to pay for the cost of Unauthorised expenditure, irregular, fruitless and wasteful expenditure
4. That the mandate the Budget office to effect transfer for funds from SALGA Games apparel vote and Sports Development MASS Mobilization vote

**EXECUTIVE DIRECTOR: EDP**

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**C 123/ 2024-2025**

**COUNCIL: 28/11/2024**

### **KWADUKUZA MAYORAL BUSINESS ENGAGEMENT PROGRAMME**

#### **RESOLVED:**

1. That a report by the ED: EDP regarding the proposed Mayoral Business Engagement sessions is hereby submitted and considered.
2. That the first business engagement targeting investors, property developers, construction companies, retailers, shopping malls owners, organised business and organised farmers be approved.
3. That the engagement be held in the form of business breakfast engagement.
4. That the budget estimated to R50 000 be approved and sourced from the Mayoral Outreach Vote.
5. That in case the cost is more than estimated, the Accounting Officer and relevant Executive Director in consultation with budget office, approves that and report it as part of the close out report.
6. That the event must take place within 100 days of the mayor in office.
7. That a close out report be submitted to the relevant portfolio committee within 45 days after the event.

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**EXECUTIVE DIRECTOR: EDP**

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**C 124/ 2024-2025**

**COUNCIL: 28/11/2024**

**ALLOCATION TO PORTFOLIO COMMITTEE**

**RESOLVED:**

1. That the item be withdrawn.
2. That the Chief Whip together with the Municipal Manager look into the allocation of seats of the members as the DA currently has two seats whilst the Action SA has none.
3. That further to the above, a meeting of the Whips forum will be scheduled to take place next week, after which a response on the matter will be submitted to Council.
4. That it be noted that the DA Caucus does not support the withdrawal of the item.

**MUNICIPAL MANAGER**

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**C 125/ 2024-2025**

**COUNCIL: 28/11/2024**

**CIRCULAR 25 OF 2024: DETERMINATION OF ADDITIONAL FULL TIME POSITIONS IN MUNICIPAL COUNCILS**

**RESOLVED:**

1. That the report on Circular 25 of 2024 on the determination of additional full time positions for municipal councils be hereby noted.

**MUNICIPAL MANAGER**

**Moved by Cllr R Pooran and seconded by Cllr WN Mtambo**

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**C 126/ 2024-2025**

**COUNCIL: 28/11/2024**

**AMENDMENT TO COUNCIL RESOLUTION C84/ 2024-2025 :  
DETERMINATION OF UPPER LIMITS OF SALARIES, ALLOWANCES AND  
BENEFITS OF DIFFERENT MEMBERS OF MUNICIPAL COUNCILS FOR THE  
2023/24 FINANCIAL YEAR**

**RESOLVED:**

1. That the attached Determination of Upper Limits of Salaries, Allowances and Benefits of Different Members of Municipal Councils for the 2023/24 Financial Year (Gazette No 51407 dated 17 October 2024 be approved for implementation by KwaDukuza Municipality.
2. That an application be submitted to the MECs responsible for Local Government in KZN, motivating the affordability and demonstrating that the liability has been budgeted for before Notice 51407 is implemented.
3. That the application to the MEC be for a Grade 5 Municipality as approved by the MEC for KwaDukuza Municipality through the letter dated 29 June 2022.
4. That the application to the MEC be based on 100% implementation of the gazette on Upper Limits of Salaries, Allowances and Benefits of Different Members of Municipal Councils for the 2023/24 financial year (Gazette No. 51407 dated 17 October 2024).
5. That implementation be in line with the guidance given in the SALGA Circular No 29 of 2024 date 18 October 2024 attached.

**DIRECTOR: HUMAN RESOURCES**

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**C 127/ 2024-2025**

**COUNCIL: 28/11/2024**

**INDEMNITY AMNESTY FOR VOLUNTARY DECLOSURE OF ELECTRICITY  
SERVICE CONNECTIONS IN CONTRAVENTION WITH SECTION 28 OF  
ELECTRICITY BYLAWS – TAMPERING / ILLEGAL / NON-COMPLIANT  
WITH ELECTRICITY SERVICE CONNECTION OR SUPPLY MAINS.**

**ITEM DEFERRED**

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**C 128/ 2024-2025**

**COUNCIL: 28/11/2024**

### **MUNICIPAL DISASTER RECONSTRUCTION AND REHABILITATION GRANT REPORT: OCTOBER REPORT**

#### **RESOLVED:**

1. That the Committee notes and accepts the progress report on rehabilitation and reconstruction grant
2. That the committee notes that 299 projects have been completed.
3. That the committee notes that 99 projects are under construction.
4. That the committee notes that the expenditure as of 31 October 2024 is 81,6% which is R 1 037 116 026.00
5. That the committee notes that the rollover application to the value of R 338 million, was submitted by 31 August 2024 and has been approved.
6. That the contracts be looked at a portfolio level in order for the portfolio to look at all the projects that have been submitted.
7. That Council carry out inspections at all projects sites.
8. That a report be submitted pertaining to the saving's that was done at all wards and that the report further contain information regarding what has happened to the interest that was earned an accumulated.

**EXECUTIVE DIRECTOR CIVIL ENGINEERING**

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**C 129/ 2024-2025**

**COUNCIL: 28/11/2024**

### **APRIL/MAY 2022 MUNICIPAL DISATER RESPONSE GRANT: OCTOBER PROGRESS REPORT**

#### **RESOLVED:**

1. That the Committee notes and accepts the progress report on the 2022 MUNICIPAL DISASTER RESPONSE GRANT report.
2. That the committee notes that R 109 043 000 was approved and transferred on 31 July 2022 for 30 roads and stormwater projects in the 30 wards

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3. That the Committee notes 28 of the 30 projects funded under response have been completed as of 31 October 2024.
4. That the committee notes that a role application i.e. R 10 808 769.83 has been approved.
5. That the committee notes that the expenditure to date is at 90% and is broken down as per the table below.

REMARKS	AMOUNT (VAT INCLUSIVE)	%
TOTAL GRANT	R 109 043 000	
Spent as at 30 June 2023	(R 82 219 911)	
Spend as at 30 June 2024	(R 16 014 319.17)	
Balance 30 June 2024	R 10 808 769.83	
Approved Budget 2024/2025 (pending approval of rollover)	R 10 808 769.83	
Expenditure as at 31October 2024	(R 70 852.92)	
2023/24 budget Balance as at 31October 2024	R 10 737 917	
OVERALL GRANT BALANCE		
TOTAL GRANT	R 109 043 000	
TOTAL EXPENDITURE TO DATE	R 98 305 083.09	90%
OVERALL BALANCE	R 10 737 917	

6. That urgent intervention is required from Council with regards to reviewing the gaps within the Civil Engineering business unit.
7. That it be noted that the DA Caucus notes the items, however they do not support the report submitted as it lacks credibility.

**EXECUTIVE DIRECTOR: CIVIL ENGINEERING**

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**CLOSURE**

There being no further item for discussion the meeting was terminated at 14h52pm

**SIGNED AT KWADUKUZA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024**

\_\_\_\_\_  
**SPEAKER**

# A

## KWADUKUZA MUNICIPALITY

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### MINUTES OF THE SPECIAL COUNCIL MEETING HELD AT THE KWADUKUZA COUNCIL CHAMBERS, KWADUKUZA ON THURSDAY, 12 DECEMBER 2024 AT 14H00 PM

#### **Present:**

**Councillors:** G Govender (Speaker), ME Ngidi (Mayor), S Cele (Deputy Mayor), H Mbatha ( Whip of Council), SK Shandu, J Banda, NJ Mpanza, TT Dube, N Qwabe, WN Mtambo, BP Ndlovu, SS Mthiyane, CM Naicker, SB Ntuli, NS Bhengu, NH Sithole, NC Mdletshe, V Mwandla, SP Khuzwayo, TC Nxele, SG Mcineka, NP Dube, TT Mkhize, K Naidoo, B Mvulana, M Vembali, NA Singh, R Pooran, TN Mthethwa, P Naidoo, F Abrahams, EM Kolia, MM Sibisi, JF Magwaza, NS Sewraj, S Zungu, SC Mwandla, HM Ndlovu, AA Singh, DH Mthembu, SP Khuzwayo, CP Dumakude, NP Ntuli, PS Sibiya, SF Phungula and IS Mdletshe

**Officials:** SM Khanyile, SV Hlongwane, SM Rajcoomar, SC Viramuthu, S Jali, PS Mntaka, TT Nxumalo, FM Mhlongo, Y Pillay, P Govender, SS Zulu, M Ngcamu, D Rampersad, D Mhaule, M Faya, M Nene, N Kawula, N Mashabane G Zikhali, and VV Anthony (Secretariat)

#### **Traditional Leaders:**

**Others:** None

#### **1. Opening Prayer and welcome**

Meeting opened with a prayer by Cllr SB Ntuli and the Chairperson welcomed all present.

#### **2. Notice of Meeting**

The notice of meeting, which has been circulated, was then taken as read and the meeting declared to be properly constituted.

#### **3. Signing of Attendance Register**

The attendance register was noted by the meeting and was circulated for all present to sign.

#### **4. Declarations of Pecuniary Interest/ Other Forms of Interest**

**a. Councillors:** None

## **B**

**b. Staff** : None

### **5. Apologies:**

- a. NJ Mdakane (Municipal Manager )- Family Commitment
- b. AM Manzini (COO)- Sick Leave
- c. A Nunkumar (Director Budget and Compliance )- Dealing Year End matters
- d. F Naidoo (Director Development Enforcement)- Attending a Project Steering Committee Meeting.
- e. M Ntanta (Director Development Enforcement)- Attending a Project Steering Committee Meeting.
- f. S Buthelezi (Director PMU)- Attending an inspection
- g. S Chonguene (Director Expenditure)- Busy with work at office

*The Council granted the apologies listed above*

### **6. Councillors Leave of Absence:**

#### **a. Applications:**

- Cllr OL Nhaca (09/12/2024 – 13/12/2024) Sick Leave
- Cllr AN Zwane (12/12/2024 Only)- Unwell
- Cllr CM Ntleko (12/12/2024 Only )- Unwell
- Cllr TT Sithole (12/12/2024 only )- Family Commitment
- Cllr AM Baardman (12/12/2024 Only )- Family Commitment
- Cllr DN Ngema (12/12/2024 Only )- Family Responsibility
- Cllr V Govender (12/12/2024 Only) – Unwell
- Cllr MM Mthiyane (12/12/2024 – 13/12/2024 ) Party Commitment
- Cllr S Kheswa (12/12/2024 – 13/12/2024)- Party Commitment
- Inkosi V Mathonsi (12/12/2024 Only )- Unwell

**b. Granted Leave:** None

**c. Absent:**

### **7. Official Announcements:**

- Cllr Kolia commended the Mayor on the hosting of the Business engagement and the initiative that was taken to host the program , but further mentioned that the

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dietary requirements of all councillors are not being fully addressed. This matter has been noted to be a concern at many events that take place.

- The ED: Community Services apologized regarding the matter and mentioned that this will be addressed in the future.
- His Worship the Mayor, further raised the matter that was mentioned at the last sitting of council, that lunch is to be provided at all council meetings going forward and that all dietary needs must be taken into consideration when orders are being placed.
- Cllr Sewraj raised concern on the matter of the meetings being frequently postponed and specifically mentioned the frequent postponement of FLPA of recent. The second matter that was raised was with regards to the non-attendance of officials at various meetings.
- The mayor expressed his disappointment of the FLPA meeting being postponed, as in his absence cause had delegated a pro-temp chair, however the meeting was postponed without consultation with the Mayor, Deputy Mayor or Chief Whip. The mayor had then, through the deputy mayor, requested that the meeting continue however this had to still be postponed as officials were not present. Should officials continue with the non-attendance of meetings then consequence management will be met out to these officials.

### **7.2 Presentations: None**

### **8. Business of the day**

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**C 130/ 2024-2025**

**COUNCIL: 12/12/2024**

### **MID-TERM LEKGOTLA**

#### **RESOLVED:**

1. That Council notes the report on the mid-term lekgotla.
2. That Council approves the dates for the mid-term Lekgotla and Energy Indaba session as 21, 22, 23 January 2025.

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3. That the Municipal Manager look into decreasing the total amount of officials who will be attending the Lekgotla in order to prevent an hindrance to service delivery.
4. That it be noted that the DA Caucus whilst supporting that there is a need to conduct the mid-term lekgotla, do not support the financial implications that is attached to it.
5. That if further be noted that the Action SA Caucus does support the need of there being an Energy Loss Indaba and Lekgotla, however the party would prefer a local accommodation being utilized to reduce the costs.

**MUNICIPAL MANAGER**

**Moved by Cllr SS Mthiyane and seconded by Cllr SL Cele**

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**C 131/ 2024-2025**

**COUNCIL: 12/12/2024**

**REQUEST FOR VIREMENT OF FUNDS TO HOST MID-TERM LEKGOTLA**

**RESOLVED:**

1. That Council approves the report requesting the virement of funds to the Events vote to facilitate the hosting of the mid-year Lekgotla as follows :

<b>VIREMENT TO</b>	<b>AMOUNT</b>	<b>VIREMENT FROM</b>	<b>AMOUNT</b>
024261774 Events	980 000	215260940 Valuation Rolls	425 000
		024 Marketing	235 000
		215261632 SMS Service	120 000
		024261799 Municipal Publication	200 000

**MUNICIPAL MANAGER**

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**E**

**C 132/ 2024-2025**

**COUNCIL: 12/12/2024**

**APPLICATION TO THE MEC FOR THE APPROVAL OF THE POSITION OF THE CHAIRPERSON OF THE WOMAN'S CAUCUS TO BE DECLARED FULL TIME AND FOR THE PAYMENT OF THE ASSOCIATED REMUNERATION, SALARIES AND BENEFITS IN TERMS OF THE UPPER LIMITS OF SALARIES, ALLOWANCES AND BENEFITS OF COUNCILLORS**

**RESOLVED:**

1. That Council approve that an application be made to the MEC for Corporative Governance and Traditional Affairs for the position of the Chairperson of the Woman's Caucus to be declared fulltime and for the payment of the associated remuneration, salaries and benefits in terms of the upper limits of salaries, allowance and benefits of Councillors as a Section 79 Committee Chairperson.
2. That the Application to the MEC also include the retrospective payment of the Chairperson of the Woman's Caucus in line with resolution No. 3 of the C113/2024-2025

**MUNICIPAL MANAGER**

**Moved by Cllr P Dube and seconded by Cllr SL Cele**

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**C 133/ 2024-2025**

**COUNCIL: 12/12/2024**

**APPOINTING DIRECTORS AND COO TO ACT AS EXECUTIVE DIRECTORS AND MUNICIPAL MANAGER DURING THE PERIOD OF DECEMBER 2024 AND JANUARY 2025**

**RESOLVED:**

1. That Council notes the item.
2. That Council appoints the following people to act as Senior Managers:

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<b>SENIOR MANAGER</b>	<b>LEAVE PERIOD</b>	<b>OFFICIAL TO ACT</b>	<b>NUMBER OF DAYS</b>
Mr. NJ Mdakane (MM)	27 to 31 December 2024	COO: Mr. AM Manzini	03
Mr. AM Manzini (COO)	27/01/2025 to 07 February 2025	Ms. S Ngiba – Dir: Risk Management and Compliance	10
Mrs. P Mntaka (ED: CS)	24/12/2024 - 03/01/2025 13/01/2025 – 17/01/2025	Mr. M Mbili – Director: IT	11
Mr. SM Rajcoomar (CFO)	02 to 06 December 2024	Mr. M Nene – Director: Revenue	05
	27 to 30 January 2025	Mr. S Chonguene – Director: Expenditure	04
	03 to 07 February 2025	Mr. M Nene – Director: Revenue	05
	10 to 13 February 2025	Mr. A Nunkumar – Director: Budget & Compliance	04
Mr. SV Hlongwane (ED: EDP & HS)	27/12/2024 to 17/01/2025	Mr. MT Ntanta – Director: Development Planning	15
Mr. SM Khanyile (ED: Com Services & PA)	17/12/2024 to 03 January 2025	Ms. P Mkwana – Snr Man: Public Amenities	11
	06/01/2025 to 17/01/2025	Mr N Ngwane – Director: Community Services	10
Mr. T Nxumalo (ED: Civil Engineering)	No Leave	N/A	N/A
Mr. SM Jali (ED: Electrical Engineering Services)	27/01/2025 to 14/02/2025	Mr. D Mhaule – Director: Operations	15
Mr. C Viramuthu (ED: Com Safety)	27/12/2024 to 15 /01/2025	Mr. Zuma – Director:	13

3. That it be noted that CFO has already taken his leave days from 02 to 06 December 2024.
4. That as previously mentioned by Council, regarding cases in which the Executive Directors leave exceeds a period of 10 days , the acting is to be split between the

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directors within the department and this acting period per director should not exceed 10 days .

**MUNICIPAL MANAGER**

**Moved by Cllr CM Naicker and seconded by Cllr J Banda**

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**C 134/ 2024-2025**

**COUNCIL: 12/12/2024**

**VEHICLES FOR OFFICE BEARERS**

**RESOLVED:**

1. That the report is noted.
2. That given the challenges of KDM 1 and KDM 3 as expressed in the assessment report of BMW, KDM must insist on BMW to fix those mechanical faults on both vehicles.
3. That the chase vehicle of the Mayor, KDM 2, be taken from the three vehicles that would be delivered before 20 December 2024.
4. That guidance (opinion) be sought on the purchase of two vehicles from COGTA (KZN) and National Treasury (NT) before a decision is taken on the replacement of the two vehicles on the basis that the two vehicles are experiencing technical mechanical problems.
5. That it be noted that the DA Caucus does not support the procurement of the new vehicles until an opinion from National Treasury has been provided.

**MUNICIPAL MANAGER**

**Moved by Cllr SS Mthiyane and seconded by Cllr NH Sithole**

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**C 135/ 2024-2025**

**COUNCIL: 12/12/2024**

**NATURAL RESOURCE MANAGEMENT: KWADUKUZA TRANSFORMATIVE  
RIVERINE MANAGEMENT PROGRAMME (TRMP) PHASE 3  
IMPLEMENTATION FUNDING**

**RESOLVED:**

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1. That the Council notes the report on the milestone achievement made during the implementation of the Natural Resource Management: Mavivane Transformative Riverine Management Programme (NRM: TRMP) phase 1 and 2.
2. That the Council notes the intention made by the Department of Economic Development, Tourism and Environmental Affairs to fund the Municipality with R1,200, 000.00 for implementation of Phase 3 of Transformative Riverine Management Programme.
3. That Council hereby accepts the funding of the total budget of R1,200,000.00 to implement Phase 3 of the Transformative Riverine Management Programme.
4. That Council notes the activities that will be facilitated with the acceptance of the R 1,200,000.00 funding:
  - Provide a Council resolution stating the acceptance of the R1,200,000.00 funding.
  - Drafting & submission of a Business Plan and Implementation Plan for the Transformative River Management Programme phase 3.
  - Enter a Memorandum of Understanding (MoU) between the Department of Economic Development, Tourism & Environmental Affairs and the Municipality.
  - Completion of the entity form.
5. That Council notes that a new riverine system is to be selected which must be in a catchment that is dynamic, accessible and resilient. Moreover, there should be factors that negatively affect the river's ability to provide ecological goods and services henceforth it is supposed to address the following challenges:
  - pollution,
  - invasive alien species infestation,
  - climate change impacts mainly flooding and draughts,
  - land use enforcement,
  - water quality and quantity,
  - community awareness,
  - skills development and
  - unemployment.
6. That Council notes that further reports on the above with detailed identified River System and Order, Business Plan and Implementation Plan will be submitted in due course.

**EXECUTIVE DIRECTOR: EDP**

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# **I**

**C 136/ 2024-2025**

**COUNCIL: 12/12/2024**

## **CLOSEOUT REPORT ON THE IMPLEMENTATION OF TOP 10 & STRATEGIC RISK REGISTERS FOR 2023/2024 FINANCIAL YEAR**

### **QUARTER 1 REPORT ON THE IMPLEMENTATION OF TOP 10 & STRATEGIC RISK REGISTERS FOR 2024/2025 FINANCIAL YEAR**

#### **RESOLVED:**

1. That Council notes that adequate support could not be provided Risk Management Unit to business units due to additional responsibility to provide support on the Auditor General audit process
2. That Council considers, deliberates and reviews on the closeout report on the top 10 and strategic risk registers for 2023/2024 financial year and quarter 1 of the 2024/25 financial year.
3. That Council notes the comments and inputs from both Good Governance Committee and Risk Management Committee.
4. That Council notes the adjustments made on risk registers for 2023/24 financial period based on inputs of the Good Governance and Risk Management Committee.
6. That Council ensures that *all actions in the risk registers deferred to the 2024/2025 financial year receive the necessary and timely attention.*

#### **PROJECT EXECUTIVE: RISK AND COMPLIANCE**

**Moved by Cllr SL Cele and seconded by Cllr SS Mthiyane**

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**C 137/ 2024-2025**

**COUNCIL: 12/12/2024**

## **QUARTER 1 REPORT ON THE IMPLEMENTATION OF FRAUD RISK REGISTERS FOR 2023/2024 FINANCIAL YEAR**

#### **RESOLVED:**

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1. That Council notes that adequate support could not be provided Risk Management Unit to business units due to additional responsibility to provide support on the Auditor General audit process.
2. That Council considers, deliberates and reviews on *quarter 1 report on fraud risk register* for 2024/2025 financial year.
3. That Council notes the comments and inputs from Good Governance Committee, Risk Management Committee and MPAC.
4. That Council notes the *fraud risks overall 55% progress in quarter 1 of 2024/25 against the 86% in 2023/24* reflecting a decline of 31% in implementation of commitments as the end of quarter 1 and that additional support in monitoring implementation of the commitments will be provided to BU's in order to prevent the risks materializing.
5. That Council ensures that *all actions in the fraud risk register deferred to the quarter 2 receive the necessary and timely attention*

### **PROJECT EXECUTIVE RISK AND COMPLAINECE**

Moved by Cllr SL Cele and seconded by Cllr SS Mthiyane

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C 138/ 2024-2025

COUNCIL: 12/12/2024

### **QUARTER 1 REPORT ON THE IMPLEMENTATION OF CORPORATE GOVERNANCE OPERATIONAL RISK REGISTERS FOR 2024/2025 FINANCIAL YEAR**

#### **RESOLVED:**

1. That Council notes that adequate support could not be provided Risk Management Unit to business units due to additional responsibility to provide support on the Auditor General audit process.
2. That Council considers, deliberates and reviews on *quarter 1 report on Corporate Governance risk register* for 2024/2025 financial year.
3. That Council notes the comments and inputs from both Good Governance Committee and Risk Management Committee.

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4. That Council ensures that *all actions in the Corporate Governance risk register deferred to the quarter 2 receive the necessary and timely attention.*

**PROJECT EXECUTIVE RISK AND COMPLAINEE**

Moved by Cllr P Naidoo and seconded by Cllr SS Mthiyane

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**C 139/ 2024-2025**

**COUNCIL: 12/12/2024**

**PROGRESS ON ENTERPRISE RISK MANAGEMENT IMPLEMENTATION PLAN FOR QUARTER 1 OF 2024/2025 FINANCIAL YEAR**

**RESOLVED:**

1. That Council notes and deliberates on the *Quarter 1 performance* on the Enterprise Risk Management Implementation Plan for the 2024/25 financial year.
2. That Council recommends that the *Quarter 1 report on the enterprise risk management implementation plan for 2024/2025 financial year* be submitted to Risk Management Committee for further deliberations and noting

**PROJECT EXECUTIVE RISK AND COMPLIANCE**

Moved by Cllr SL Cele and seconded by Cllr SB Ntuli

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**C 140/ 2024-2025**

**COUNCIL: 12/12/2024**

**INDEMNITY AMNESTY FOR VOLUNTARY DECLOSURE OF ELECTRICITY SERVICE CONNECTIONS IN CONTRAVENTION WITH SECTION 28 OF ELECTRICITY BYLAWS – TAMPERING / ILLEGAL / NON-COMPLIANT WITH ELECTRICITY SERVICE CONNECTION OR SUPPLY MAINS.**

**RESOLVED:**

1. That the reasons for the to introduce a temporary amnesty relief to household resident of KwaDukuza Municipality with services that contravene Section 28 of the

## L

Electricity By Laws by having tempered/illegal/non-compliant Electricity Service Connection or Supply Mains for the period of 1 December 2024 to 28 February 2025. be noted and accepted.

2. That Council introduce a temporary amnesty relief to household resident of KwaDukuza Municipality who are having tempered/illegal/non-compliant Electricity Service Connection or Supply Mains for a period of 1 December 2024 to 28 February 2025.
3. That customers shall Voluntary Disclose their non-compliant Service Connection or Supply Mains tempering.
4. That the amnesty shall be done for both Single/Three Phase prepaid customers as follows;
  - a) Council advertised a call for customers to come forward and report if they are using free electricity.
  - b) The call/amnesty is made to residential customers on Single/Three Phase prepaid, business customers be excluded.
  - c) All the above customers are registered and full details including next of kin be recorded.
  - d) The following cost apply to customers who want to be part of this Voluntary Disclosure amnesty program in order to cover the cost of the work:

#	Description of work	Amount to be paid by customers on Voluntary Disclosure per Service Connection		
		Meter and keypad	Labour	Total (Inc Vat)
1	Prepaid Single Phase meter replacement	R 1 345,50	R 300,00	R 1 645,50
2	Prepaid Three phase meter replacement	R 2 863,50	R 300,00	R 3 163,50



## **M**

- e) Customers be given an option to pay the above amount either full, three, six months installments.
  - f) That funds received from the amnesty program be set aside for the replacement and rectification of the service connections.
  - g) Service connection of registered customers be rectified by no later than 31 July 2025.
5. That Council waived Clause 28 (3) of the Electricity Bylaws and will not attempt to recover the full cost of consumers previous estimated consumption.
6. That there shall be no relief for Customers who fail to come forward and report their non-compliant service connections after **28 February 2025**.
7. That the Voluntary Discloser shall be made at ward Councillor's Office or at both KwaDukuza and Ballito Electrical and Finance Offices not later than 28 February 2025.
8. That publication of this amnesty program shall be made using various form of communication including council websites and social media pages.
9. That the CFO and ED: Electrical ensure that funds are being made available to ensure that there are meters in stock.
10. That a register/ booklet be submitted to every ward councillor that will be used for councillors to record various electrical matters and issues pertaining to meter boxes of the community that will then be submitted to the municipality.

### **EXECUTIVE DIRECTOR: ELECTRICAL ENGINEERING SERVICES**

**Moved by Cllr SL Cel and seconded by Cllr H Mbatha**

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**C 141/ 2024-2025**

**COUNCIL: 12/12/2024**

**REQUEST FOR PARTNERSHIP: ILEMBE CULTURAL MUSIC FESTIVAL**

## N

### **RESOLVED:**

1. That the report submitted by the Manager Youth Development regarding the request for support of the planned ILEMBE CULTURAL MUSIC FESTIVAL presented by TNS Music Records be hereby received and CONSIDERED.
2. That KwaDukuza Council re-affirms its support of event tourism sector as part of the economic recovery plan of local economy.
3. That KwaDukuza Council support partnership with TNS Music Records in hosting the Ilembe Cultural Music Festival scheduled to take place on the 14<sup>th</sup> of December 2024.
4. That KwaDukuza Municipality approves the support of this event by the following:
  - 4.1. Financial contribution of R100 000 and funds be sourced from the 024 261 774 (Events Vote).
  - 4.2. Securing of a VIP Marquee with furniture and funds be sourced from 027 261 993 Youth development vote, in line with our sponsorship policy.
  - 4.3. In-kind contribution through provision of traffic and emergency services support during the event.
5. That the events coordinator ensures that as much as possible local suppliers and businesses are used during this event.
6. That a close out report be submitted to the relevant portfolio committee.
7. That the Business Unit look at the various events that they will conduct and look into the matter of equal contribution on these events.
8. That the business unit look into developing a sponsorship and donations policy which will stipulate the criteria pertaining to the municipality receiving and donating money.
  - 8.1 That the above policy will further look into the possibility of vetting all organizations that requests sponsorships for the value over R100 000 from the municipality.

**EXECUTIVE DIRECTOR: EDP**

**Moved by Cllr S Mthiyane and seconded by Cllr N Qwabe**

**O**

**REPORT MEC APPROVAL: IMPLEMENTATION OF DETERMINATION OF UPPER LIMITS OF SALARIES, ALLOWANCES AND BENEFITS OF DIFFERENT MEMBERS OF MUNICIPAL COUNCILS FOR THE 2023/24 FINANCIAL YEAR**

**RESOLVED:**

1. That the attached correspondence dated 05 December 2024 approving the implementation Determination of Upper Limits of Salaries, Allowances and Benefits of Different Members of Municipal Councils for the 2023/24 Financial Year (Gazette No 51407 dated 17 October 2024 be noted

**DIRECTOR HR**

**All Agreed**

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**C 143/ 2024-2025**

**COUNCIL: 12/12/2024**

**FEEDBACK AND RECOMMENDATIONS OF THE KZN LEGISLATURE HUMAN SETTLEMENTS PORTFOLIO COMMITTEE ON KWADUKUZA BLOCKED HOUSING PROJECTS**

REFER TO IN-COMMITTEE REGISTER

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**C 144/ 2024-2025**

**COUNCIL: 12/12/2024**

**EXTENSION AND AMENDMENT OF CONTRACT - TENDER MN 188/2021 FOR SUPPLY, INSTALLATION AND MANAGEMENT OF A STS COMPLIANT PREPAYMENT ELECTRICITY VENDING SYSTEM FOR A PERIOD OF THREE YEARS**

**RESOLVED:**

1. That the report in respect of “EXTENSION AND AMENDMENT OF CONTRACT - TENDER MN 188/2021 - SUPPLY, INSTALLATION AND MANAGEMENT OF A STS COMPLIANT ELECTRICITY VENDING SYSTEM” be noted.

**P**

2. That Council notes that in terms of C79/2024-2025 (5), the requisite notice for extension of contract MN 188/2021 was published in the Xpress Times and KwaDukuza Municipality website on 06 November 2024.
3. That Council notes that Members of the public were to submit comments to the municipality by no later than 12 noon on 28 November 2024 and that no comments were received by the closing date and time.
4. That the Legal Department finalises the extension of contract for a period of 6 months (01 December 2024 – 31 May 2025) MN 188/2021 held by Contour Technology (Pty) Ltd for supply, installation and management of a STS compliant electricity vending system.

**DIRECTOR REVENUE**

**Moved by Cllr SS Mthiyane and seconded by Cllr CM Naicker**

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**C 145/ 2024-2025**

**COUNCIL: 12/12/2024**

**EXTENSION OF PROVISION OF BANKING SERVICES FOR THE  
KWADUKUZA MUNICIPALITY SECTION 116 (3) MFMA**

**RESOLVED:**

1. That the report in respect of “extension of Contract MN 128/2013 - Provision of Banking Services” be noted.
2. That Council notes that in terms of C78/2024-2025 (5), the requisite notice for extension of Contract MN 128/2013 - Provision of Banking Services was published on 06 November 2024.
3. That Council notes that Members of the public were  
to submit comments to the municipality by no later than 12 noon on 29 November 2024 and that no comments were received by the closing date and time.
4. That the Legal Department finalises the extension of contract for a period of 6 months (01 December 2024 – 30 June 2025) MN 128/2013 - Provision of Banking Services held by ABSA BANK.

**DIRECTOR REVENUE**

**Moved by Cllr H Mbatha**

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## **Q**

### **CLOSURE**

There being no further item for discussion the meeting was terminated at 11h15am

**SIGNED AT KWADUKUZA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024**

\_\_\_\_\_  
**SPEAKER**

# COUNCIL OUTSTANDING MATTERS 2024/2025

DATE	REF	RESOLUTION	RESPONSIBILITY	STATUS	DATE OF SUBMISSION
COUNCIL 28/09/2023	C512/2023 ESTABLISHMENT OF A MUNICIPAL COURT FOR KWADUKUZA MUNICIPALITY TO DEAL WITH PROSECUTION IN RESPECT OF MUNICIPAL BYLAWS AND RELATED OFFENCES - (EDP S- MT 07)	1. That Council must be taken through a workshop on this item	ED: EDP	The item will be presented at the next Council workshop.	
	C 1274 REPORT ON THE SECURITY COSTS AT THE WOODMEAD RANK	1. That the Business Unit submit a business plan that will outline the progress of the project and the way forward or a plan on how the municipality intends to utilize this facility.	OFFICE OF THE MM	ON CURRENT AGENDA	

	C1657/2024 REPORT ON RATES RELIEF SCHEME TARGETING DAMAGED BUILDINGS DURING THE CIVIL UNREST	1. That that the Internal Audit section look into this matter and a report thereafter be submitted to Council with the findings	HEAD INTERNAL AUDIT	ON CURRENT AGENDA	
COUNCIL 29/08/2024	Official Announcements: Zululand Islamic Society who requested land in Ballito	That an item be submitted regarding the matter.	DIRECTOR ADMIN AND PROPERTY	The item will be submitted to Council as soon as consultation and engagements internally and with the applicants are finalized as a matter of urgency.	
COUNCIL 25/09/2024	C 51/2024-2025 AUDIT AND PERFORMANCE AUDIT COMMITTEE REPORT FOR QUARTER 4 OF THE 2023/2024 FINANCIAL YEAR	1. That a task team consisting of all the Executive Directors be formed to ensure that the energy loss indaba take place before the end of October 2024. 2. That a meeting take place between management and Troika during the second week of October 2024 in order to deal with the various issues that has been raised in the report.	ALL ED'S		

COUNCIL 31/10/2024	C 88/ 2024-2025 HUMAN SETTLEMENTS ANTI LAND INVASION STRATEGY: SHORT TERM LEASING OF LAND	1. That the item be deferred and that a workshop be conducted to discuss the strategy. 2. That when the item is being resubmitted to Council, the strategy is to take into consideration all properties that have been invaded and the business unit is to seek legal advice on the matter.	EXECUTIVE DIRECTOR: EDP			
	C 92/ 2024-2025 GRANT ROLL OVER APPROVAL 2023/2024	1. That the item be deferred and that the Business unit submit a comprehensive report at the next Council meeting regarding both the R109 million and the R1.2 billion grant that was received by the municipality. 2. That the above item further be submitted to the IAT and the	ED: CIVIL ENGINEERING			



		Finance Portfolio meetings.			
	C 98/ 2024-2025 REPORT ON ACCUMULATING GOVERNMENT DEBTS AND HOUSING RENTALS IN ROCKY PARK OLD AGE, SCHEME 8 & 9	1. That the item be withdrawn and that a more comprehensive item be resubmitted, and for the comprehensive report further include legal opinion	DIRECTOR REVENUE	Item has been submitted to the EDP Business Unit as well as to the Legal section for input on the matter.	
COUNCIL 28/11/2024	C 107/ 2024-2025 WOODMEAD MUNICIPAL SITE	<ol style="list-style-type: none"> <li>1. That the Business Unit submit an updated and more comprehensive report on the various options that are available with regards to the use of the site.</li> <li>2. That the Director Special Projects send formal correspondence to the developers and investors and request information regarding exactly how far they are in term of progress.</li> </ol>	EXECUTIVE DIRECTOR COMMUNITY SAFETY  DIRECTOR SPECIAL PROJECTS		

		3. That the Executive Director Community Safety submit a report which details what exactly is being guarded at the site as well as elaborate on the current security costs			
	C 110/ 2024-2025  STATUS REPORT: SECURITY POLICY	1. That the item be workshopped	DIRECTOR LEGAL		
	C 111/ 2024-2025  REQUEST TO PAY BACK INTEGRATED NATIONAL ELECTRICITY PROGRAMME "INEP" GRANT FUNDING	<p>1. That the business unit engage with National Treasury regarding the matter and should National Treasury have a different view on the matter then this be submitted to Council.</p> <p>2. That an updated item be submitted to Council after the discussion with national treasury takes place.</p>	MUNICIPAL MANAGER		

KWADUKUZA MUNICIPALITY	
BUSINESS UNIT: ELECTRICAL ENGINEERING SERVICES	
C156/2024-2025	MEETING DATE 13/02/2025
<u>SUBJECT:</u>	EXTENSION OF CONTRACT SCOPE IN TERMS OF MFMA 116(3) FOR CONTRACT NO. MN 118 / 2022, SUPPLY AND DELIVERY OF SINGLE, THREE PHASE SMART METERS AND ASSOCIATED ACCESSORIES FOR A PERIOD OF THREE (3) YEARS

## PURPOSE

To seek Council supports on the intention to extend Contract No. MN 118/2022 Scope of Work in terms of Section 116 (3) of Municipal Finance Management Act (MFMA).

## BACKGROUND

- 1.1 Council through TAC Resolution TAC 115 on 17 April 2023 awarded part of Tender No. MN 118/2022 - Supply and delivery of single, three phase smart meters and associated accessories for a period of three (3) years to Ijubane Investments (PTY) Ltd.
- 1.2 The main purpose of this contract is to supply energy measurement meters and associated equipment's. These meters are to measure electricity consumption on various residential, commercial and industrial consumers so that billing can take place for effective energy measurement and revenue generation.
- 1.3 The contract also include the provision of Automated Meter Reading (AMR) System mostly for large power users which allow KDM to monitor meters remotely 24/7, hence minimise tempering and estimated billing.
- 1.4 The contract was awarded for a maximum value of R 9 999 999,99 or a 3 year term which started on 9 May 2023 and is due to expire on 8 May 2026 which ever comes first.
- 1.5 The expenditure to date is currently at about R 9 129 585,50
- 1.6 The expenditure on this contract is mainly due to the large number of Pre-Paid Meters that KDM has been replacing as part of the program to reduce energy losses. In addition, meters that could not be upgraded as part of the recent TID Roll Over were also replaced.
- 1.7 In addition to large quantity of Pre-Paid Meter replacement, KDM has also ensure that 294 of the about 500 Large Power Users/MD Meters are now monitored remotely through the AMR System.

## 2. DISCUSSION

- 2.1 Contract MN 118/2022 awarded to Ijubane Investments is now due to be terminated due to total expenditure even though there is more than 1 year remaining on the contractual period.
- 2.2 A new contract, Tender No. MN 39/2024 is currently in progress for the procurement of meters.

- 2.3 Tender No. MN 39/2024 was delayed because KDM wanted to procure meters through the National Treasury RT 29-2024 transversal contract, however the application for KDM to participate on RT 29-2024 transversal contract was unfortunately not successful.
- 2.4 The expenditure of Ijubane Investments on Contract MN. 118/2022 is currently at R 9 129 585,50 indicating that this contract will need to be terminated soon even though in terms of duration, the contract will only expire on 8 May 2026.
- 2.5 Once this contract is terminated, KDM will not be able to procure the critical meters (Pre-Paid) meters which can result in faulty meter being bypassed leading to more energy loss.
- 2.6 In addition to the above, KDM is currently running an Amnesty Program for voluntary disclosure of non-payment of electricity. This program will result in customers coming forward to report their non-compliant service connections and KDM will then replace their meters.
- 2.7 It shall be noted that KDM currently has more than 1 000 meters in stock to continue operating, however if more customers register for amnesty, this quantity will not be adequate until the 1 July 2025 which is the expected date for the appointment of the new contract.
- 2.8 For the reasons stated above it is therefore recommended that the contract for Ijubane Investment be amended from the current maximum award value of R 9 999 999,99 to R 13 000 000 or until the new contract MN 39/2024 is awarded whichever comes first.
- 2.9 The above extension will ensure that KDM has adequate meters and associated equipment for at least 6 months, allowing adequate time for the new contract (MN 39/2024) to be awarded.
- 2.10 As required in Section 116 (3) of Municipal Finance Management Act (MFMA), Council shall notify and invite comments from relevant parties on this intention to extend.

### 3. COMMENTS FROM SCM AND CONTRACT MANAGEMENT

It is noted that the contract was anticipated to expire on the 08th day of May 2026. It is further noted that the value of the contract awarded was capped at the rand value of R 9 999 999.99.

It is further noted, from the electrical business unit that the expenditure is due to reach R 9 999 999,99 prior to the anticipated expiry date of the contract for the reasons set out in this item. As a result of the above, it is understood that the contract will therefore reach the end of its term during the course of the next months or so, as opposed to May 2026.

In light of the above, the SCM and Contract Management section supports the request for amendment of the contract, provided that the Service Provider submits 3 years audited financial statements, as the value of the contract (if the amendment is approved) will be more than R 10 000 000,00 and further to this, section 21 (d) (i); (ii); (iii); (iv) & (v) of the Council's approved SCMP must be adhered to.

Further to the above, circular 62 of the MFMA must be complied with, in that the accounting officer must refer the tender to Internal Audit for a compliance check due to

the increase in the value of the contract reaching R 10 million rands, prior to the addendum of contract being concluded.

4. **FINANCIAL IMPLICATION**

The extension of scope will results in additional expenditure on Contract MN 118/2022 of Ijubane Investment from R 9 999 999,99 to R 13 000 000 VAT inclusive.

5. **RECOMMENDED**

1. **THAT** Council **Note** the need to extend contract scope of Contract No. MN 118 / 2022 - Supply and delivery of single, three phase smart meters and associated accessories for a period of three (3) years to Ijubane Investments (PTY) Ltd.
2. **THAT** Council **approve** the extension of **Contract MN 118/2028** in line with Section 116 (3) (a) and (b) of the MFMA from **R 9 999 999,99** to **R 13 000 000 (VAT Inc)** or until the new contract MN 39/2024 is awarded whichever comes first.
3. **THAT** public participation process in line with Section 116 of MFMA be followed and a report be submitted to Council when the process is complete.

**SUBMITTED BY THE EXECUTIVE DIRECTOR: ELECTRICAL ENGINEERNG SERVICES**

**Contact Person / Author:** SM Jali, Executive Director: Electrical Engineering Services  
Telephone No. 437-5087 - Facsimile No. 086 733 8189

**APPROVED / COMMENT**



**SM JALI  
EXECUTIVE DIRECTOR  
BUSINESS UNIT: ELECTRICAL ENGINEERING SERVICES**

**ENDORSED**



**NJ MDAKANE  
MUNICIPAL MANAGER**

**DATE: 21/01/2025**

KWADUKUZA MUNICIPALITY	
BUSINESS UNIT: OFFICE OF THE MUNICIPAL MANAGER	
C157/2024-2025	MEETING DATE: 13/02/2025
<u>SUBJECT:</u>	IMPENDING INVESTIGATION BY THE SPECIAL INVESTIGATING UNIT (SIU)

### **PURPOSE**

To advise Council of the impending investigation by the Special Investigation Unit.

### **DISCUSSION**

A proclamation notice R240 of 2025, Gazette number GG 51948, was issued on 24 January 2025, by the President of the Republic of South Africa to investigate 3 tenders that had been issued by KwaDukuza Municipality.

The 3 tenders are as follows:-

1. TENDER MN 132/2018 - PANEL OF CONTRACTORS FOR ROAD REHABILITATION FOR 36 MONTHS
2. TENDER MN 30/2019 - KWADUKUZA MALL BULK SUPPLY
3. TENDER MN 240/2019 - CONSTRUCTION OF INDUSTRIAL 33/11KV SUBSTATION UPGRADES

Council must note that the information is currently being collated which will be handed over to the SIU upon their request.

### **FINANCIAL IMPLICATION**

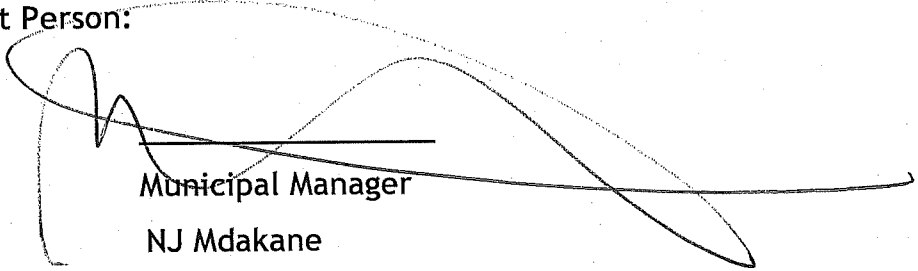
There will most likely be cost implications once the investigation proceeds and Council will be notified accordingly.

### **RECOMMENDATIONS**

1. **THAT** Council notes the impending investigation on the following tenders:-
  - Tender MN 132/2018 - Panel of Contractors for Road Rehabilitation for 36 months
  - Tender MN 30/2019 - KwaDukuza Mall Bulk Supply

- Tender MN 240/2019 - Construction of Industrial 33/11KV Substation Upgrades
2. All information required by the SIU to be submitted by the Finance, Electrical and Civil Engineering Business Units.
- 

**Author / Contact Person:**



Municipal Manager  
NJ Mdakane

**PROCLAMATION NOTICE 240 OF 2025**

**by the  
PRESIDENT of the REPUBLIC of SOUTH AFRICA**

**SPECIAL INVESTIGATING UNITS AND SPECIAL TRIBUNALS ACT, 1996 (ACT NO. 74 OF 1996): REFERRAL OF MATTERS TO EXISTING SPECIAL INVESTIGATING UNIT: KWADUKUZA LOCAL MUNICIPALITY**

WHEREAS allegations as contemplated in section 2(2) of the Special Investigating Units and Special Tribunals Act, 1996 (Act No. 74 of 1996) (hereinafter referred to as "the Act"), have been made in respect of the affairs of the KwaDukuza Local Municipality (hereinafter referred to as "the Municipality");

AND WHEREAS the Municipality or the State may have suffered losses that may be recovered;

AND WHEREAS I deem it necessary that the said allegations should be investigated and civil proceedings emanating from such investigation should be adjudicated upon;

NOW, THEREFORE, I hereby, under section 2(1) of the Act, refer the matters mentioned in the Schedule, in respect of the Municipality, for investigation to the Special Investigating Unit established by Proclamation No. R. 118 of 31 July 2001 and determine that, for the purposes of the investigation of the matters, the terms of reference of the Special Investigating Unit are to investigate as contemplated in the Act, any alleged—

- (a) serious maladministration in connection with the affairs of the Municipality;
- (b) improper or unlawful conduct by officials or employees of the Municipality;
- (c) unlawful appropriation or expenditure of public money or property;
- (d) unlawful, irregular or unapproved acquisitive act, transaction, measure or practice having a bearing upon State property;
- (e) intentional or negligent loss of public money or damage to public property;
- (f) offence referred to in Parts 1 to 4, or section 17, 20 or 21 (in so far as it relates to the aforementioned offences) of Chapter 2 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004), and which offences were committed in connection with the affairs of the Municipality; or
- (g) unlawful or improper conduct by any person, which has caused or may cause serious harm to the interests of the public or any category thereof,



which took place between 1 July 2018 and the date of publication of this Proclamation or which took place prior to 1 July 2018 or after the date of publication of this Proclamation, but is relevant to, connected with, incidental or ancillary to the matters mentioned in the Schedule or involve the same persons, entities or contracts investigated under authority of this Proclamation, and to exercise or perform all the functions and powers assigned to or conferred upon the said Special Investigating Unit by the Act, including the recovery of any losses suffered by the Municipality or the State, in relation to the said matters in the Schedule.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria this 23 day of December Two thousand and twenty-four.

**President**

By Order of the President-in-Cabinet:

**Minister of the Cabinet**

## SCHEDULE

1. The procurement of, or contracting for goods, works or services by or on behalf of the Municipality and payments made in respect thereof in a manner that was—

- (a) not fair, competitive, transparent, equitable or cost-effective; or
- (b) contrary to applicable—
  - (i) legislation,
  - (ii) manuals, guidelines, practice notes, circulars or instructions issued by the National Treasury or the relevant Provincial Treasury; or
  - (iii) manuals, policies, procedures, prescripts, instructions or practices of, or applicable to the Municipality;
- (c) conducted or facilitated by or through the unlawful, irregular or improper intervention of officials or employees of the Municipality,

and related unauthorised, irregular and fruitless and wasteful expenditure incurred by the Municipality in respect of—

- (aa) Tender MN132/2018 - Panel of contractors for road rehabilitation for a 36 months contract;
- (bb) Tender MN30/2019 — KwaDukuza Mall Bulk Supply; and
- (cc) Tender MN240/2019 — KwaDukuza Mall Bulk Supply - construction of industrial 33/11 KV substation upgrade.

2. Any irregular, unlawful or improper conduct by—

- (a) officials or employees of the Municipality; or
- (b) any other person or entity,

in relation to the allegations as set out in paragraph 1 of this Schedule.

**PURPOSE:**

KWADUKUZA MUNICIPALITY	
BUSINESS UNIT: OFFICE OF THE MUNICIPAL MANAGER	
C158/2024-2025	MEETING DATE: 13/02/2025
SUBJECT:	Woodmead Municipal Site

Submission of a report to the COUNCIL for noting regarding C 107 / 2024-2025.

**BACKGROUND:**

At the sitting of council dated 28/11/2024, council deliberated the following:

1. *That the Business Unit submit an updated and more comprehensive report on the various options that are available with regards to the use of the site.*
2. *That the Director Special Projects send formal correspondence to the developers and investors and request information regarding exactly how far they are in terms of progress.*
3. *That the Executive Director Community Safety submit a report which details what exactly is being guarded at the site as well as elaborate on the current security costs*

**DISCUSSION:**

Given that there are various conceptual options relating to what may be done on the Woodmead municipal site, it is prudent to table before council options that are aligned to various standards such as conformity to the CSIR Red Book Standards. The below is an excerpt of the Red Book Standards specific to emergency services:

*Emergency services*

*The main emergency services are ambulance, firefighting and police services.*

*Fire stations and ambulance depots should be located near the intersection of major continuous urban routes to facilitate rapid access to the movement network. Similarly, police stations should be centrally located relative to the areas they serve.*

The department will seek and further consult with those that are deemed important in finalising a comprehensive report that may be able to guide what is best suited for the site.

**DEPENDENCY:**

1. The department will have to study the record of decision and DFA approval of the site when it was approved in order to ascertain what other factors to consider once a report can be generated.

2. Another factor of dependency is that of ~~re-~~contacting the Provincial Department of Transport in order to test the proposals that are being put forward.
3. The department will source comments from internal departments in order to test viability and other factors.
4. Standards that are a legal requirement based on options.

The above three dependencies are an indicator to council of what is required to be done in order to compile a comprehensive report with options for the site

### **LEGAL IMPLICATIONS:**

These will be tested given the DFA and any other applications that may affect any decisions to repurpose the site.

### **CONSULTATION:**

COO

### **RECOMMENDATIONS**

1. THAT the report on the Woodmead Municipal site be noted
2. THAT it be noted contact with the new developer is in progress
3. THAT council accepts, there needs to be dependency testes alongside conceptualising repurposing of the site

### **OFFICE OF THE MUNICIPAL MANAGER BUSINESS UNIT**

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#### **AUTHOR:**

DIRECTOR SPECIAL PROJECTS – CHHIMENE PEREIRA  
TEL: 032 437 5297

#### **CHECKED:**

CHIEF OPERATIONS OFFICER  
TEL: 032 437 5003

**ENDORSED:**

**-11-**

A handwritten signature in black ink, appearing to read "NJ MDAKANE", written over a horizontal line.

**NJ MDAKANE**

**MUNICIPAL MANAGER**

**DATE: /01/2025**

# KDM DATA CLEANSING



COMMITTED TO SERVICE DELIVERY

# PRESENTATION OUTLINE

Revenue Maturity Model  
5 levers incl revenue analytics

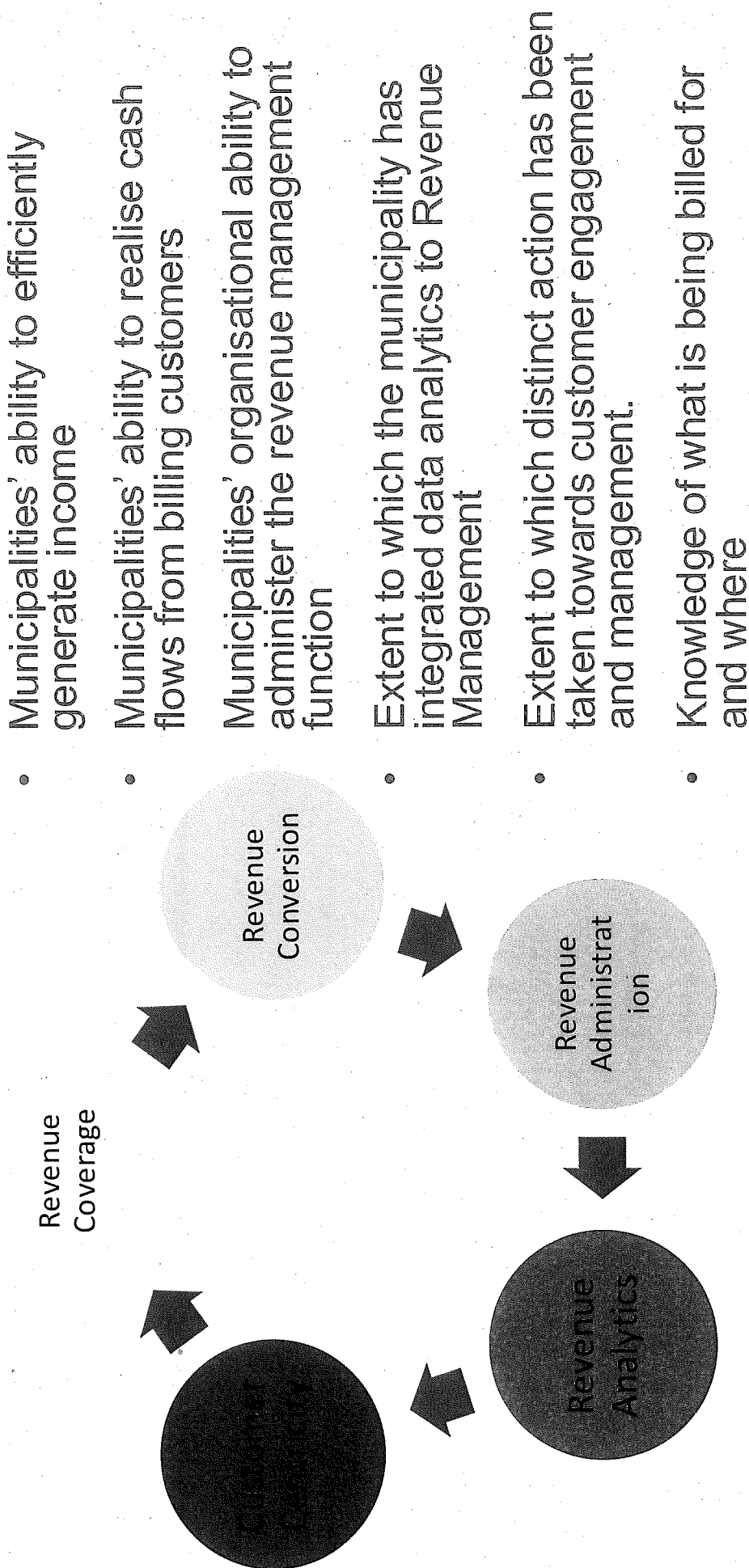
Introduction to Data Cleansing and Protection  
The process

Importance of correct data  
Revenue Value Chain

Case Studies

Conclusion

# THE FIVE MAJOR LEVERS TO MEASURE MUNICIPALITIES...





# Revenue

Majority of utilities and rates:

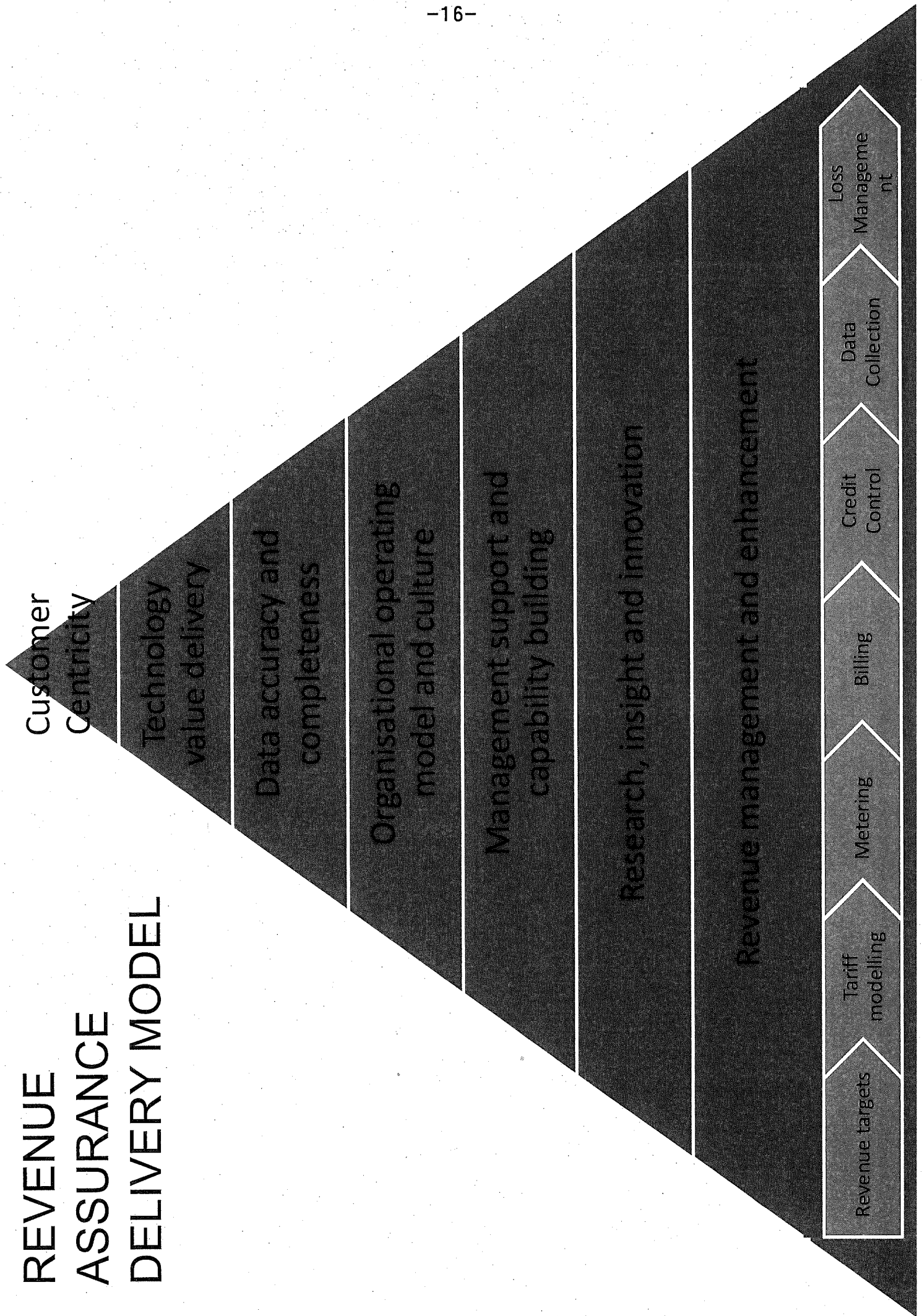
- Electricity
- Waste
- Property rates

Stable and repetitive revenue collection approach, with decent revenue sources but on average revenue conversion rates.

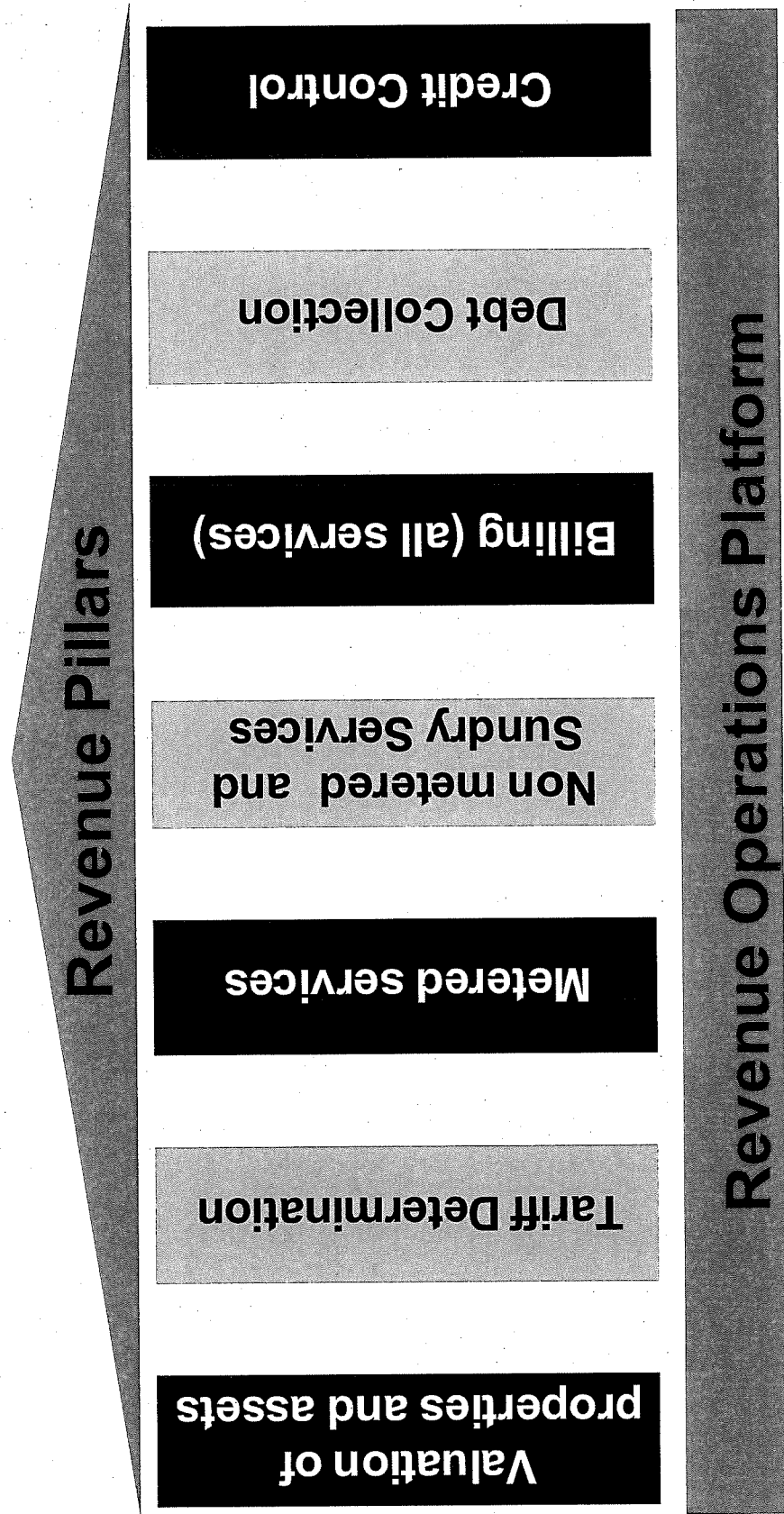
South African municipalities have not yet began innovating in areas such as:

- Revenue coverage and enhancement,
- Advanced data analytics (to be a regular cyclical event)
- Dynamic pricing packages (according to the LOS and fairly distributed) and
- Fully functional e-government service delivery

# REVENUE ASSURANCE DELIVERY MODEL



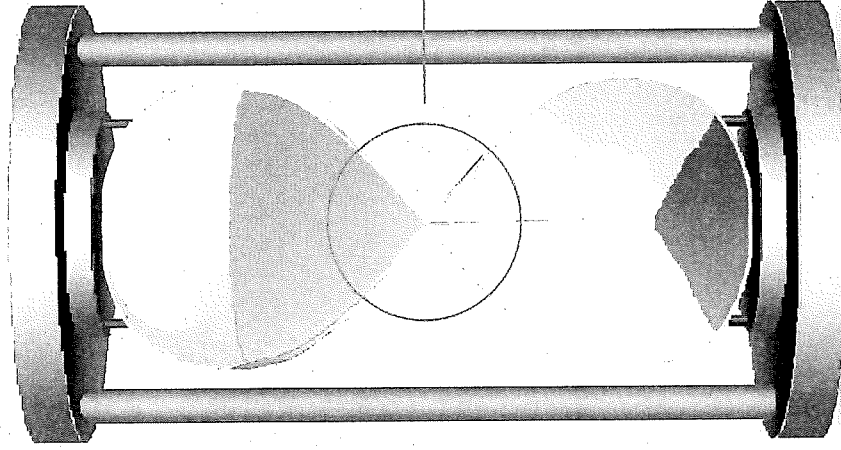
# REVENUE PILLARS



# INTRODUCTION TO DATA CLEANSING AND PROTECTION

**Raw Data  
(Inconsistent and  
Inaccurate)**

**Analysed Data Sets  
(Consistent and  
Accurate)**



## ***Dimensions of Data Quality:***

- Completeness
- Consistency
- Conformity
- Accuracy
- Integrity
- Timeliness

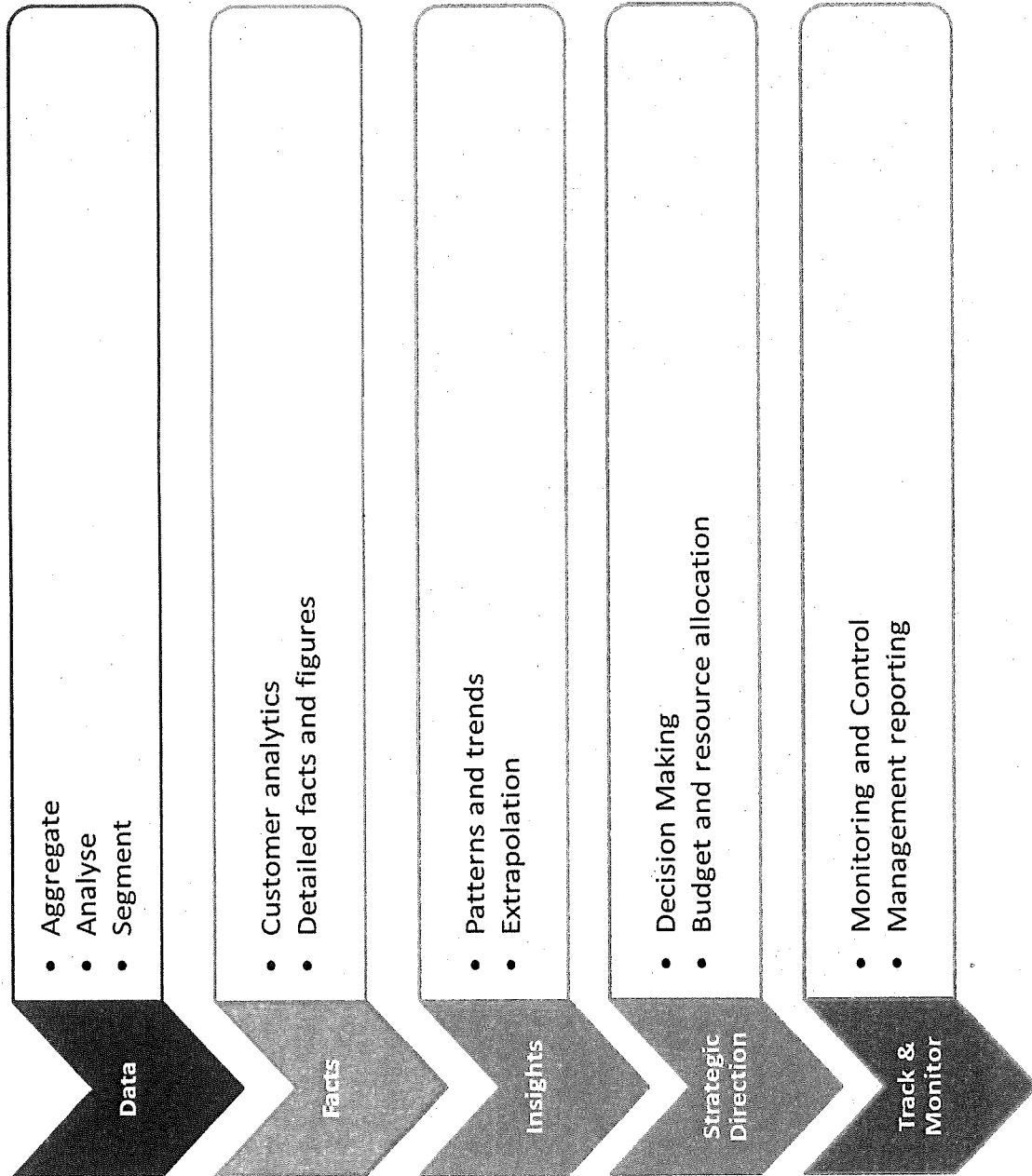
***“Users of data typically spend 80%  
of their time cleaning and  
manipulating data and only 20% of  
their time actually analyzing it.”***

# WHAT DOES DATA CLEANSING ENTAIL?



*May be performed as batch processing through scripting  
or interactively with data wrangling tools*

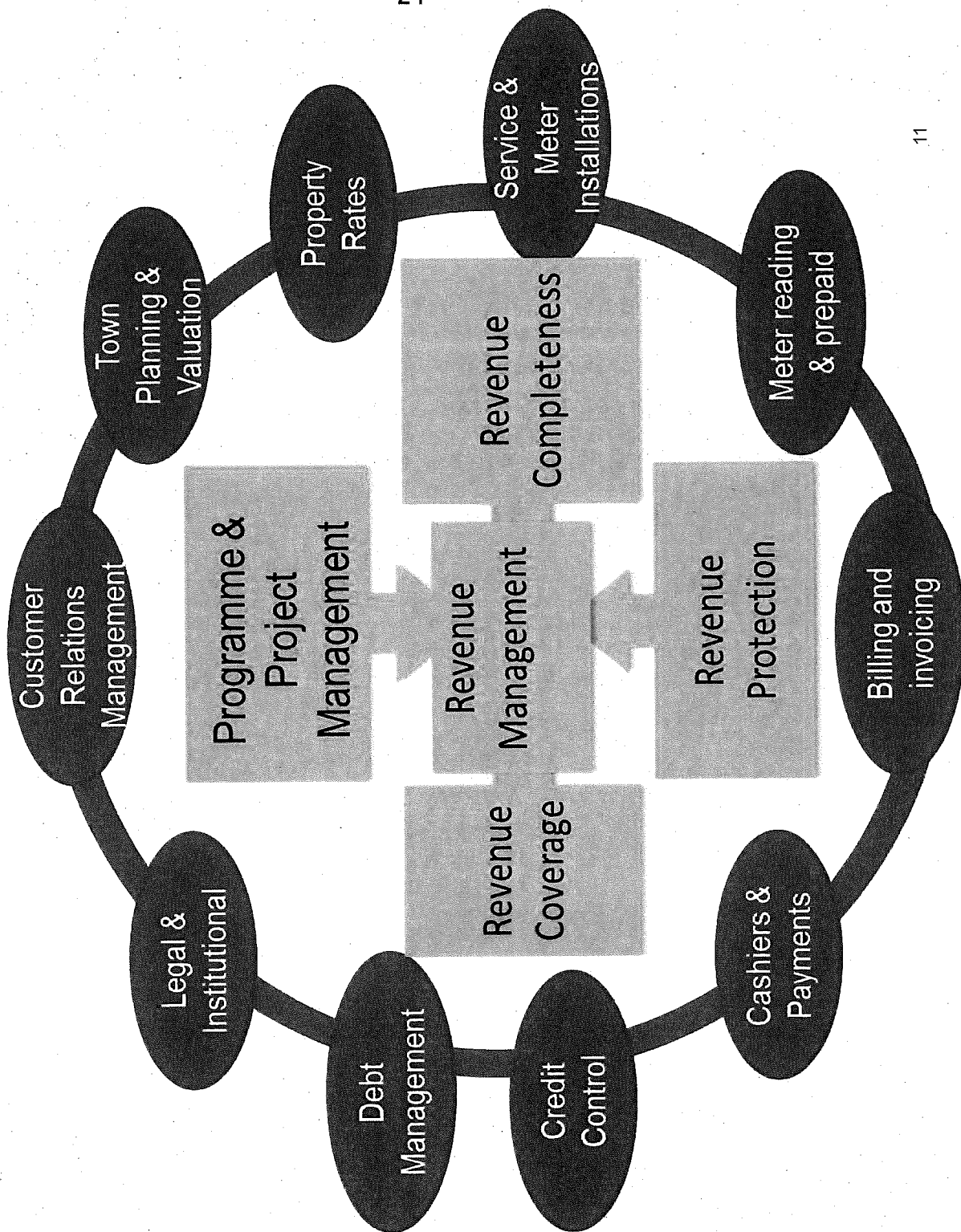
# IMPORTANCE OF RIGHT DATA?



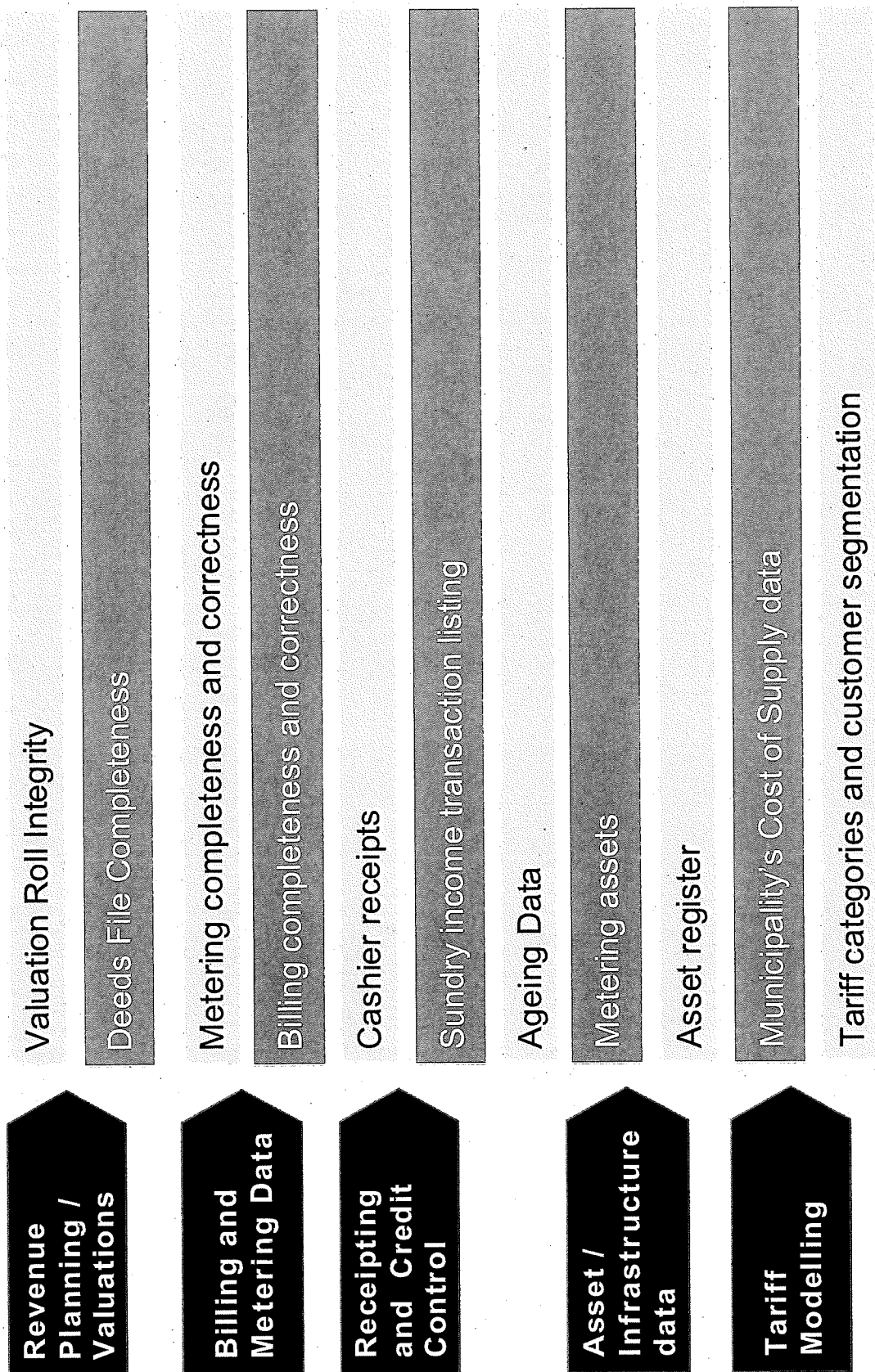


# IMPACT OF RIGHT DATA ON MUNICIPAL REVENUE

- State of 'data' at the municipality
- Clean data plays a vital role through the revenue value chain of the municipality
- Data sets across revenue value chain are interrelated



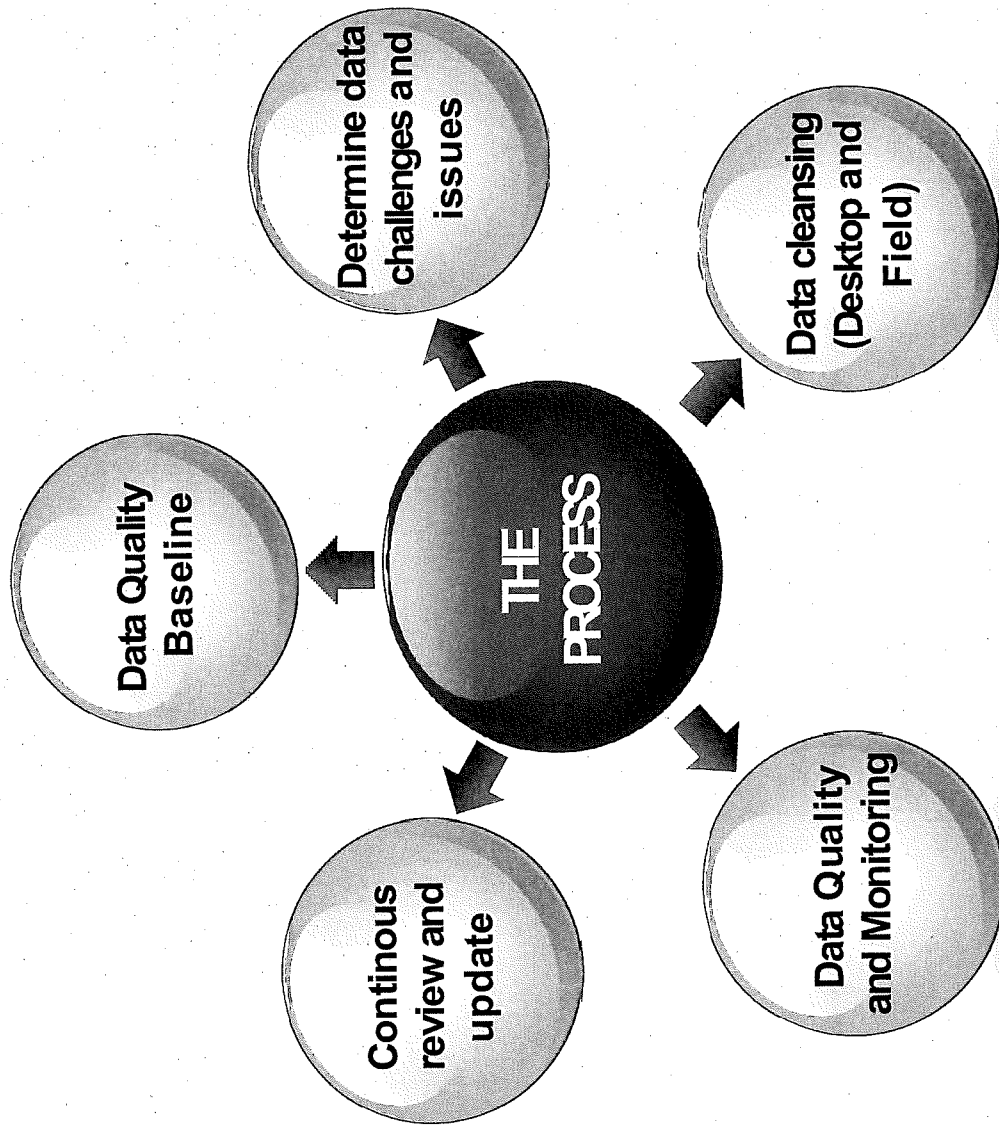
# IMPACT OF RIGHT DATA ON MUNICIPAL REVENUE?





# DATA CLEANSING AND PROTECTION

- Data Cleansing involves a desktop and field exercise in parallel
- 'Not to regress' is the key to data cleansing by implementing robust and continuous monitoring and updates
- Importance of data protection (or safeguarding) increases as the amount of data created and stored continues to grow at unprecedented rates



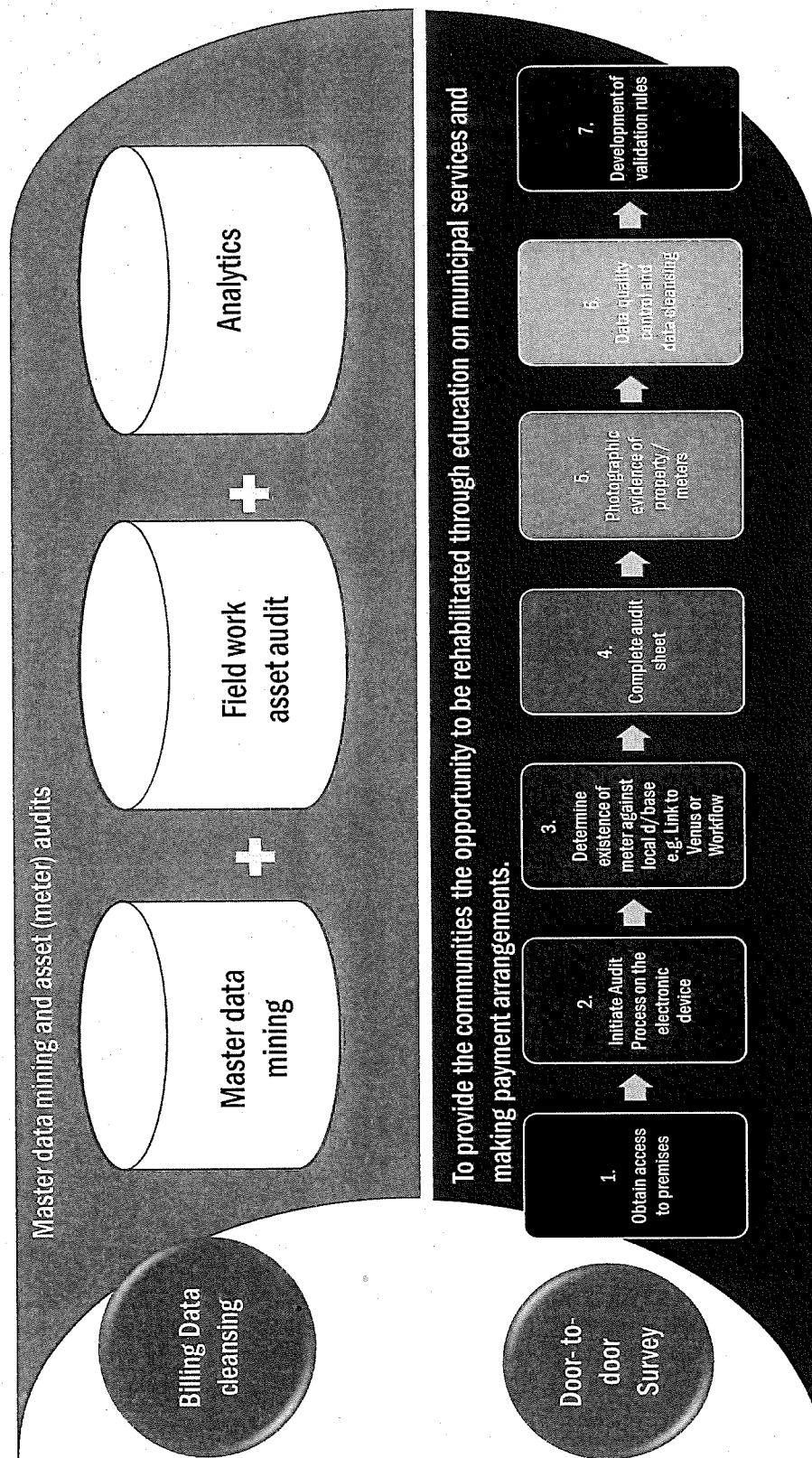
# KDM DC PHASE 1

## Main tasks as per terms of reference in the RFP

Phase 1	
Data Governance Review	Establish sound business rules for maintaining and updating consumer data.
Data Gathering	Obtain Title Deed information per property.
	Gather debtor information and classification.
	Update customer information using ID numbers and contact details.
Data Analytics	Analyze arrear debt in municipal books to identify untraceable or inaccurate accounts.
	Reflect areas per account based on aging analysis and service type.
	Investigate all debtors and reclassify those incorrectly identified.
Exception Reporting	Identify properties billed incorrectly.
	Consolidate duplicated customer profiles/accounts using ID numbers.
	Correctly categorize accounts according to responsible debtors.
Data Cleansing	Address internal policy anomalies and rebates.
	Metadata updates for fields as per requirements.
	Include properties added through boundary alignments or redeterminations.
Town Planner	Prepare a list of accounts requiring write-offs for Council approval.
	Investigate accounts with incorrect billing, e.g., tenant accounts with assessment rates.
	Verify account status and include as a reporting indicator.
Professional Property Valuer	Provide reporting indicators for electricity meter information.
Management Reporting	

Phase 2b	
Sampled property data collection	Comprehensive data cleansing of properties to ensure billing integrity.
	Source deeds registry information and update the municipal database.
	Obtain infrastructure details and link them to individual properties (verify meter installation details).
	Update street addresses and link accounts to ID numbers, companies, trusts, etc.
Identification of properties with structural changes	Identify erven with additional buildings (e.g., outbuildings) in line with the KwaDukuza Land Use Scheme.
	Assess variations between approved building plans and actual structures and verify the application of correct tariffs.
	Identify and report properties operating as businesses and provide recommendations for updating these in the billing system.
	Identify Homeowners Associations and Body Corporates for sectional title developments incorrectly billed and link to tariffs.
Validation of erf use and valuation of upgraded properties	Verify service coverage per site by assessing billing status per registered ERF against scheme coverage and service level.
	Correlate correct tariffs and property rates for rezoned or consented properties (special consents, relaxations, etc.).
	Differentiate between registered and approved properties and validate applied tariffs and ratings.
	Identify loopholes in internal processes for raising tariffs and property rates.
Computation of potential revenue losses on sampled processes	Identify non-rateable areas and link to the indigent register where possible.
	Prepare cost tariffs for non-rateable areas.
	Identify service costs for indigent areas.
	Identify account holders whose meters have not been read for a long time.
Exception reporting	Ensure data meets MSCOA standards.
	Align with Service Level Agreements for areas with "Excluded Services Rebate."
Exception resolution	Analyze prepaid system data to ensure customer details match the billing system and ERF files.
Unsuccessful site visits	

# DATA CLEANSING IN A NUTSHELL

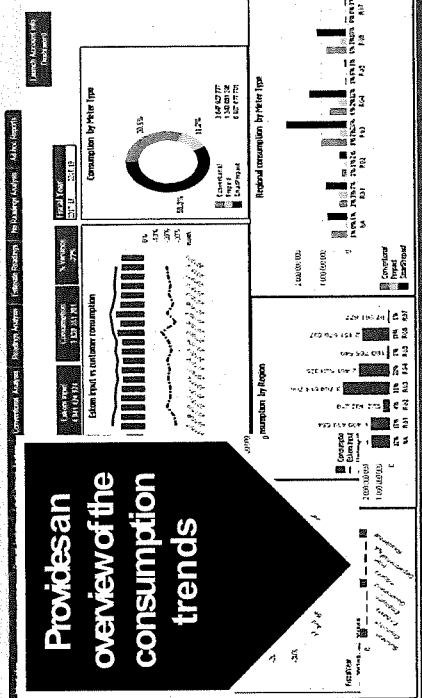


# AUTOMATION FOR REVENUE COLLECTION

-27-

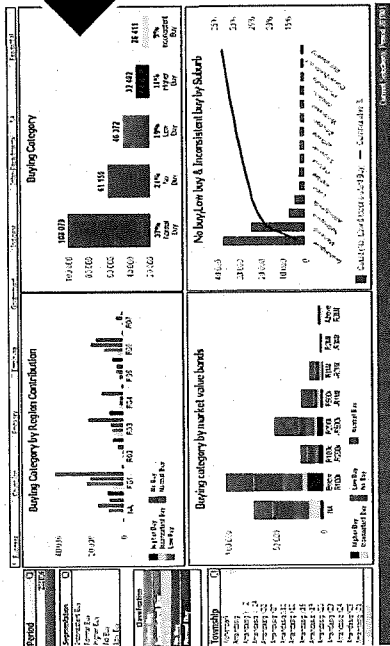
MERIT - Keeping you in touch

Provides an overview of the consumption trends

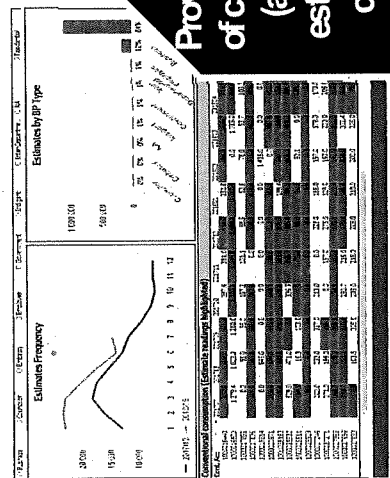


MERIT - Keeping you in touch

Categories consumption for the City, Region, Suburb and Market value



MERIT - Keeping you in touch



Provides analysis of consumption (actual and estimated) per consumer

MERIT - Keeping you in touch



Categories consumption per household - heat maps

## CONCLUSION

- Data Cleaning is a critical requirement for any municipality to ensure revenue sustainability and assurance
- Vital to have correct information of residents and businesses
- Such projects help tremendously in analysing your debt book
  - identifying inactive debtors, deceased debtors, even indigents if the scope requires it, etc.
- It helps the municipality to create confidence in their residents if their information is correct.
- It helps enormously with debt collection process – you have less disputes, less wasted expenditure in chasing wrong debtors (or finding the responsible debtor)
- The importance of data cleansing will ensure that the municipality bills correctly and equitably
- Importance of continuous data cleansing and protecting

KWADUKUZA MUNICIPALITY	
BUSINESS UNIT: CORPORATE SERVICES	
C159/2024-2025	MEETING DATE: 13/02/2025
<u>SUBJECT:</u>	APPROVAL OF GROUP SCHEME COMPANY TO REPLACE MOMENTUM INSURANCE

## PURPOSE

To request Council to note the appointment of Group Scheme Insurance Company to replace Momentum Insurance in KDM.

## BACKGROUND

KDM is making provision for its staff members to be part of group scheme where a staff member is contributing a 0.5% percentage and the municipality contributing 0.5% of the Basic Salary.

Currently the scheme is under Momentum , membership to the group life scheme was compulsory for new members though staff members who joined KDM before this policy in 2026 were not forced to be members of the Scheme. Employees who are members of the scheme are contributing 1% of the basic salary and KDM also contribute the same percentage on employees behalf. The scheme pays 3 time an annual salary on death.

KDM staff members have over the year indicated displeasure in that the current policy does not cater for disability and termination benefits. The current policy also terminate the staff member is on a prolonged sick leave and not receiving a salary, which then create a challenge when the employee passed away as the Group Scheme company will not pay indicating that the employee has not been contributing. Staff members are threatening to go on strike while demanding contributions made over the years to be returned.

The matter was brought to the attention of the LLF meeting held on 31 August 2017 where it was resolved that a representative from Group Life be invited to make presentation to staff members as well as members of the LLF. The said presentation was held in the Ilembe Auditorium on 09 November 2017. The representative Mr Maparisa indicated to staff members that the contract between KDM and Momentum provide for death benefits and that there is no provision for refund on termination.

Staff members indicated that they are no longer interested in the scheme and they want the Municipal Manager to write a letter terminating the scheme and to be refunded all their contribution.

The matter was brought to the attention of Council on 21 February 2018 where it was resolved as follows:

- 1 That the report on KDM Staff Group Life be noted.
- 2 That a request for proposals be issued through SCM requesting companies offering group schemes to bid with a view to allow KDM to choose best Group Scheme benefits for staff members.
- 3 That recommended companies be subjected to presenting at MANCO and LLF before a final decision is made.
- 4 That a comprehensive study must be conducted on insurance providing staff related products.
- 5 That a letter is sent to the Group Life scheme requesting information in terms of the authenticity of the scheme and general terms and conditions.
- 6 That a special LLF be convened to finalise the matter by end of 2017 and staff members be advised of progress.

At the following LLF it was agreed that Staff members are not prepared to leave the scheme if their years contribution would not be refunded, and it was then agreed that engagements be made with the fund for improved package. Unfortunately, the discussions including KDM unions, Legal Department and HR began in 2020 and were halted by COVID-19.

In the meantime to assist employees it is suggested that this being the group scheme and as part of assisting employees, where an employee is on a prolonged illness KDM pays both employer and employee contribution, based on the current notch of that employee and that in the event the employee returns to work the employees pays back the amount paid for his/her portion of premiums. In the event that the employee passes away such contribution be written off. This arrangement was not to exceed 3 months. This view was brought to the attention of Council and previous LLF



where it was resolved that it should await finalisation of current engagement with Momentum.

The matter was not finalised as the Legal Department engaged with Momentum to provide a representative to replace Mr Mapharisa. It seemed like Momentum was not meeting KDM halfway as they were even failing to avail themselves for a meeting.

LLF at its meeting held on 08 November 2022 resolved as follows: -

- 1 That the progress report on the KDM Staff Group Life be noted.
- 2 That another attempt through sending a formal correspondence to Momentum be made requesting a meeting with parties by end of November 2022.
- 3 That should there be no response to the above meeting request the total group scheme contribution by KDM be not transferred to Momentum account until such time that there is a response.

The Advisor was appointed. A meeting was held between KDM, Advisor and Momentum on 22 May 2023 where Momentum was to weigh proposals by KDM and give response. The Response is still pending from Momentum. The Advisor was consulted by Director Legal and he advised that he was overseas during the month of June 2023.

It seems that even with the appointment of the Advisor the situation is not improving as numerous attempts have been made to get the response regarding proposals presented by KDM. The monthly premiums have also increase by more than 100% in 2023.

LLF at the beginning in February 2024 resolved calling for proposals from insurance companies with a view to test the market. That the proposals be on the following areas:-

- Death Benefits
- Disability benefits
- Employment Contract Termination benefits

The item was delayed as the LLF could not sit from April 2024 to September 2024.

The item was only dealt with in a meeting held on 15 October 2024 where Mr Mbokazi of Discovery Insurance presented. It was thereafter resolved that an advert be issued calling for other service providers to present their proposals at LLF. The advert was issued with a closing date of 31 October 2024.

From the above only 2 service providers submitted their interests being Old Mutual and Discovery.

The service providers were then invited to make presentations at LLF on 01 November 2024, however only Discovery Momentum came for presentation as Old Mutual representatives indicated to opt out of KDN province. The LLF members agreed that Momentum proceed to submit a formal proposal in rands and cents for a decision to be made.

Mr Mbokazi of Discovery Momentum presented again on 05 December 2024 and thereafter submitted a written proposal to LLF for consideration at the next LLF meeting.

**Attached** is the final proposal from Discovery Momentum covering the following benefits:-

- Life Cover at 3 times annual salary with no underwriting up to a maximum of R3 650 000.00
- Income continuation Benefits (optional for remaining dependent to continue receiving income)
- Severe Illness Benefits (Disability including Children)

**Risk Cease Age:** 65 for all members however a member can choose to continue after that age of 65 with no underwriting required.

**Costs based on current Salaries**

<b>Benefit Type</b>	<b>Percentage Cost on Salary</b>	<b>Percentage per party</b>
Life Cover	3.23%	1.62
Income Continuation Benefit	1.68%	0.84
Severe Illness	0.29	14.5
<b>Total Cost as a Percentage</b>	<b>5.20</b>	<b>2.60</b>
Employer Contribution	2.69	
Employee Contribution	2.69	

Comparison with current

Benefit Type	Discovery	Momentum
Life Cover	1.70	1.62
Income Continuation Benefit	0.84	N/A
Severe Illness	14.5	N/A

### Notes

It should be noted that there will be increases on contribution for Death Benefits (Life Cover). The contribution will further escalates when the employee chooses to add disability benefit and income continuation.

Advantages are that all employees will be covered up to the age of 65 and there is an option to continue after retirement. There is also a Global Education Protector to pay for school fees in the case of death.

**It should be noted that Old Mutual also presented at LLF meeting held on 19 December 2024 and after consideration of both Insurance Company quotations it was resolved:-**

- 1 *That the report regarding the process followed in to engage Momentum insurance to review the KDM Group Scheme be noted and accepted.*
- 2 *That the process followed in an attempt to source an insurance company to replace Momentum including advert inviting insurance companies be noted and accepted.*
- 3 *That the quotation from Discovery Insurance for Life Cover Benefit be accepted, it being noted that there will be an increase in monthly contributions, however there are additional benefits such as continuation after retirement and Global education.*
- 4 *That Severe Illness (Disability) and Income Continuation Benefits be made available as optional to employees.*
- 5 *That the Legal Department write to Momentum advising of termination of the current Group Scheme Policy with Momentum.*
- 6 *That the Legal Department facilitate the signing of a new Group Scheme with Discovery Insurance.*
- 7 *That there was no need to proceed with the task team to look into the matter, as the decision to appoint Discovery has already been made by the committee.*
- 8 *That in line with the suggestion from the Legal Department stating that as employees join Group Scheme on individual basis when joining the municipality staff members who are willing to terminate membership to group scheme submit a written consent to Human Resources for termination.*

### LEGAL IMPLICATIONS

Momentum need to be given a months notice of termination and the new group scheme may commence on the 1 March 2025. The contract will be sent

to the Municipality once the quote has been accepted . Finance Department to advise accordingly on financial implications to staff members . The scheme affords staff members who turn 65 to benefit in terms of a retirement annuity of the insured sum which was communicated to the Municipality by the representative which needs to be incorporated into the contract .

### **FINANCIAL IMPLICATION**

The current combined contribution % is 2.94 and the employer portion is 1.47 at momentum, The discovery combined contribution is 3.23 % of which the employer contribution is 1.615. The difference will be 0.145 %. We're currently paying R 284,058.94 per month, the increase of  $(19,323,753.38 \times 0.145\%)$  will result in an additional R 28,019.68 per month totalling R 312,078.62 per month.

The CFO has commented that from a financial point of view, irrespective of how small the increase is, there is no budget to pay the increased contributions. Provision has to be made during the 2025/2026 budgeting cycle.

### **STRATEGIC IMPLICATIONS**

Reviewing of benefits boost employee confidence on the employees knowing that they are taken care of.

### **RECOMMENDATIONS**

- 1 That the report regarding the process followed in to engage Momentum insurance to review the KDM Group Scheme be noted and accepted.
- 2 That the process followed in an attempt to source an insurance company to replace Momentum including advert inviting insurance companies be noted and accepted.
- 3 That the following recommendations taken by LLF at its meeting held on 19 December 2024 be noted and accepted:-
  - a) That the quotation from Discovery Insurance for Life Cover Benefit be accepted, it being noted that there will be an increase in monthly contributions, however there are additional benefits such as continuation after retirement and Global education.
  - b) That Severe Illness (Disability) and Income Continuation Benefits be made available as optional to employees.

- c) That the Legal Department write to Momentum advising of termination of the current Group Scheme Policy with Momentum.
- d) That the Legal Department facilitate the signing of a new Group Scheme with Discovery Insurance.

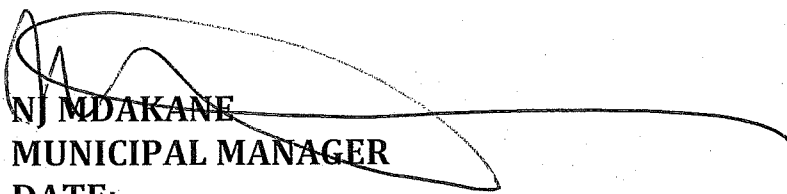
**AUTHOR/CONTACT PERSON:**

**DIRECTOR HUMAN RESOURCES:  
MW NGCAMU: 0324375148**

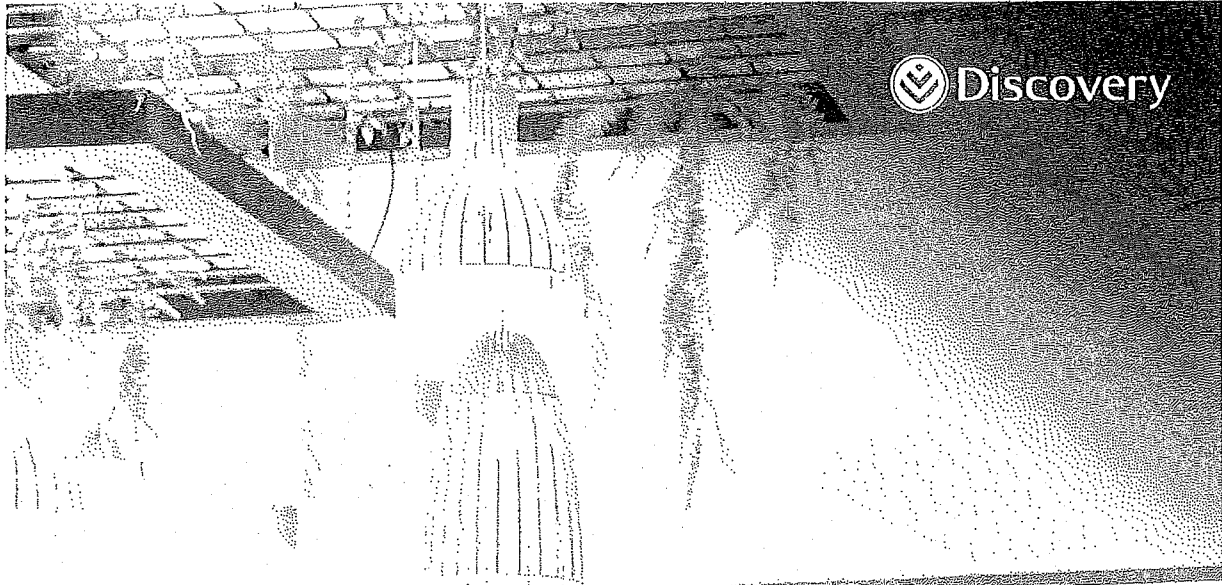
**APPROVED**

71   
**PS MNTAKA  
EXECUTIVE DIRECTOR CORPORATE SERVICES**

**ENDORSED**

  
**NJ MDAKANE  
MUNICIPAL MANAGER  
DATE:**

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## DISCOVERY GROUP RISK



## Quote for KwaDukuza Municipality

Presented by : Sicelo Mbokazi  
of AMAMPEMBE BROKERS  
Registration number : KwaDukuza Municipality - 04/08/2023  
Quote number : FFA6C9/48C7CA/21-11-2024/1v1  
Quote option description : Quote 1  
Quote date : 26 November 2024  
  
Discovery sales contact person : Schanice Naidoo  
Email : SchaniceN@discovery.co.za

### ABOUT THIS QUOTE

This quote shows the choices that you made about our Group Risk products, and gives their costs and fees. The quote is valid for 90 days from 26 November 2024.

### THIS QUOTE WILL GIVE YOU

- Pricing details
- Your scheme's unique product features and benefits
- Technical details about your scheme

If you want to go ahead with the product based on this quote, all you have to do is sign the quote acceptance page and return it to your financial adviser. Please speak to us or your financial adviser if you need more information or want to change your choices.



## Executive summary

This table gives a summary of the monthly costs for the benefits that you chose.

### Breakdown of costs

	Monthly salary	Percentage of salary	Monthly cost
<b>Risk benefit costs</b>			
Life Cover Benefit (Unapproved) <sup>1</sup>	R20 513 892.40	3.23%	R662 598.72
<b>Total risk benefit costs<sup>2</sup></b>			<b>R662 598.72</b>

<sup>1</sup> Approved benefits receive tax concessions under the Tax Act. They are administered by the retirement fund administrator. Only Life Cover and Capital Disability cover may be approved benefits. Unapproved benefits are administered separately from the retirement funds and premiums related to them are paid direct to the insurer. All benefits in this quote not specifically indicated as approved or unapproved are unapproved.

<sup>2</sup> The rates above apply only if you have placed all benefits with us. If you have chosen to place only some benefits with us, we'll prepare a new quote for you based on those benefits. Rates and fees may change.





## FREE COVER LIMITS

Due to the application of medical underwriting for member sums assured above the benefits' free cover limits, members may have some or all their sums assured limited to the free cover limit.

The amount of cover that is above a benefit's free cover limit must be medically underwritten. All members with cover above a benefit's free cover limit must therefore undergo any screenings deemed necessary by Discovery Group Risk.

Members who require underwriting and belong to a scheme that meets our specified requirements for integrating Discovery's Healthcare and Group Risk products will undergo underwriting through Discovery's Executive Wellness Plus Experience.

### *Free cover limits*

Benefit	Free cover Limit	Members requiring medical underwriting <sup>3</sup>
Life Cover Benefit	R3 650 000.00	15

<sup>3</sup> We base these numbers on a strict application of the free cover limits. Some members may have higher free cover limits due to their Vitality free cover limit multiplier or previous medical underwriting.

## Employer demographics

## Data used in the quote

Industry	Municipalities
Nature of business	Municipality
Total number of members <sup>4</sup>	857
Members requiring medical underwriting	15
Members excluded from risk benefits	3
Contractors	No
Commission earners	No
Foreigners	No
Pilots	No
Disability claimants included for Life Cover and Funeral	No
Average age	44
Benefit weighted average age	44
Total annual salary	R246 166 709
How you pay	Debit Order
How you send information monthly	Upload
Number of payment/pay point schedules	1
Risk benefits previously insured	Yes
Primary risk cost method <sup>5</sup>	Percentage of payroll
Risk policy under which risk is written	Discovery 18/06

<sup>4</sup> This is the total number of members on which the quote was based. Not all members may receive all benefits, depending on the benefit structure, and those members are excluded from the quote for those benefits.

<sup>5</sup> The primary costing method applies to all benefits except Flex Benefits and Funeral Benefits. Flex Benefits are costed by default on a unit-rate basis; Funeral Benefits are costed on a fixed cost for each member, each month.



# Contents

Executive summary

Additional Discovery boosts and benefits

Fees and expenses

Excluded members

Appendix A - Benefit structure of products included in this quote

Appendix B - Detailed risk benefit cost breakdown

Appendix C - Cancelling your policy

Appendix D - Complaints Process and Privacy Statement

Appendix E - Shared Responsibility Undertaking

Accepting the quote



## Additional Discovery boosts and benefits

### *Additional benefit indicators*

Benefits	Added Benefit
Life Cover Benefit	Global Education Protector Benefit, Private School Upgrade

## Fees and expenses

### COMMISSION

Commission applies to the group risk premium only. It is 100% of the legislated maximum.

## Excluded members

Members that are below our minimum and above our maximum entry age are excluded from this quote.

### *Excluded members*

Benefit	Number of members excluded
Life Cover Benefit	3



## Appendix A - Benefit structure of products included in this quote

Due to the application of medical underwriting for member sums assured above the benefits' free cover limits, members may have some or all their sums assured limited to the free cover limit.

### Discovery Integrated Benefit

Category	Group Risk Payback
All Members	No

### Discovery additional benefits

Life Cover Benefit(s)			
Category	Global Education Protector Benefit	Private School Upgrade	Mortgage Protector Benefit
All Members	Yes	Yes	No

### Additional policy features

Description	Selected
Continuation Option	Yes
War & Riot	No

### Risk benefit cease age

Category	Life Cover Benefit	Capital Disability Benefit	Severe Illness Benefit	Cancer Benefit	Disability Benefit	Funeral Benefit
Member						
All Members	65					

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[www.discovery.co.za](http://www.discovery.co.za).



*Salaries*

Category	Life Cover Benefit	Capital Disability Benefit	Severe Illness Benefit	Cancer Benefit	Disability Benefit	Funeral Benefit
Benefit salary						
All Members	Risk salary					

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[www.discovery.co.za](http://www.discovery.co.za).



*Benefit limits*

Category	Life Cover Benefit	Capital Disability Benefit	Severe Illness Benefit	Cancer Benefit	Disability Benefit	Retirement Fund Waiver
<b>Member</b>						
All Members	Lower of R42 000 000 and 10 times yearly salary					

*Life Cover Benefit structure*

Category	Benefit structure	Multiple of salary	Minimum protector fund	Flex added
<b>Unapproved Benefit (Member)</b>				
All Members	Multiple of Salary	3 x Risk salary	0%	No

## Appendix B - Detailed risk benefit cost breakdown

### TOTAL MONTHLY COST

#### Unapproved benefits

Benefit type	Member Count	Monthly salary	Sum assured	Monthly premium	Unit rate	Percentage of payroll
Life Cover Benefit (Unapproved)	857	R20 513 892	R738 500 126	R662 598.72	0.8961	3.23%

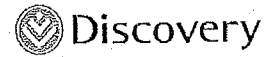
1. The above costs are inclusive of admin and commission fees.
2. Unit rates are expressed in Rands per R1 000 of cover for all benefits.
3. Percentage of Payroll rates are applied to total monthly risk salary.

### PERCENTAGE OF SALARY COMMISSION BREAKDOWN

#### Unapproved benefits

Benefit type	Monthly cost (Rand)			Monthly cost (%)		
	Risk premium	Commission	Total cost	Risk premium	Commission	Total cost
Life Cover Benefit (Unapproved)	R650,290.38	R12,308.34	R662,598.72	3.17%	0.06%	3.23%





## Appendix C - Cancelling your policy

The policyholder can cancel the policy within 31 days

There is a 31-day cooling off period for the policy. This allows the policyholder to cancel by sending us a written notice of cancellation within 31 days of the policy issue date. We will refund any premiums you have less any claims we have already paid and less any costs we have incurred.

### Contact us for more information on this policy

We will help you to resolve any problems and encourage you to contact us if necessary. You are welcome to contact:

- Your financial adviser as indicated on the client benefit schedule.
- Discovery Group Risk contact centre at 0860 047687
  - By email: [groupInfo@discovery.co.za](mailto:groupInfo@discovery.co.za)
  - By mail: Discovery Life Group Risk, PO Box 3888, Rivonia, 2128
- Our complaints department for any complaints
  - By email: [Group\\_Risk\\_Complaints@discovery.co.za](mailto:Group_Risk_Complaints@discovery.co.za)



## Appendix D - Complaints Process and Privacy Statement

### How to submit complaints

At Discovery Employee Benefits we take all complaints seriously and we are committed to resolving these complaints as speedily as possible.

[Click here](#) to view our complaints process.

### Privacy statement

The purpose of the privacy statement is to set out how we collect, use, share, process, and secure or store personal information, in line with the Protection of Personal Information Act ("POPIA").

[Click here](#) to read an important notice and to access the Discovery Group Privacy Statement.

## Appendix E - Shared Responsibility Undertaking

As part of Discovery Group Risk's (DGR) drive for treating customers fairly and to give effect to the spirit of the Long-Term Insurance Act Policyholder Protection Rules (PPRs), DGR intends to enter into an agreement with the Employer (Policyholder), Section 13B administrator and/or financial adviser as detailed below. This document sets out the roles and responsibilities of all the parties to enable a customer centric member experience.

Policyholder:	KwaDukuza Municipality
Financial Adviser:	Sicelo Mbokazi
Section 13B Administrator (if applicable):	

### Discovery Group Risk obligations

#### Discovery Group Risk will:

- Act with due skill, care and diligence when dealing with Policyholders and members.
- Clearly explain the purpose of any engagement.
- Provide the financial adviser, Section 13B administrator and/or Policyholder with all correspondence and member communication, including, but not limited to:
  - Underwriting requirements
  - Benefit statements
  - Annual membership communication
  - Details on renewals and terminations
  - Claim requirements, reminders, payment and reviews
- Provide all required disclosures, before, during and after the time of entering into a policy.
- Provide support to the financial adviser, Section 13B administrator and/or Policyholder in relation to queries in respect of the above noted communication.
- Agree to transmit all required information related to member communication to the financial adviser and/or 13B Administrator appointed by the Policyholder
- Issue communication when there are updates to legislative and regulatory requirements that impact the financial adviser, Section 13B administrator and/or Policyholder.
- Make member communication available online to the Policyholder and/or members.

The online member communication can be accessed in the following ways:

1. Log on to the member zone at [www.discovery.co.za](http://www.discovery.co.za)
2. Contact their HR department who can download a copy from the employer zone at [www.discovery.co.za](http://www.discovery.co.za)
3. Contact Discovery Group Risk on 0860 047 687 or email us at [groupinfo@discovery.co.za](mailto:groupinfo@discovery.co.za) for a copy.

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[www.discovery.co.za](http://www.discovery.co.za).

## Policyholder obligations

The Employer and/or its representative appointed will:

- Adhere to all reasonable requests from DGR in relation to abovementioned member communication.
- Provide member contact details to DGR and the appointed financial adviser when required
- Promptly disseminate information to the scheme's members as required by DGR and/or the appointed financial adviser
- Ensure that advice provided by the financial adviser is suitable to its members' circumstances
- Communicate any replacement comparisons with its members before the inception of the new scheme (where applicable)
- Communicate any underwriting requirements with relevant members
- Submit members' claims timeously to DGR and/or financial adviser
- Implement a process to ensure that all required communication is sent to members when required
- Implement any changes required as a result of changes to regulatory requirements or implement new processes to communicate to members
- Provide details of processes and procedures you have in place for member communication or proof that the communication was sent to members as and when required by DGR
- The policyholder authorises DGR to release all information as required by the PPRs, relating to members of the scheme, to the financial adviser or Section 13B administrator for onward transmission to members
- Agree to DGR communicating directly to members if there is any failure to disseminate the information to the members of the scheme as required by the PPRs

PLEASE NOTE: If a policyholder elects to not appoint a financial adviser, all the financial adviser obligations will be applicable to the policyholder.

## Financial adviser and 13B Administrator obligations

The financial adviser and/or 13B Administrator will:

- Act with due skill, care and diligence when dealing with DGR, the Policyholder and its members
- Discharge the shared responsibilities undertaking in relation to abovementioned member communication on behalf of the Policyholder
- Implement any changes required as a result of changes to regulatory requirements or implement new processes to communicate to policyholders/members
- Provide the Policyholder with a replacement comparison prior to inception of the new scheme (where applicable)
- Share all required disclosures, before, during and after the time of entering into the policy with the Policyholder/members
- Ensure that all underwriting requirements are promptly distributed to the Policyholder/members
- Review underwriting requirements after 90 days to ensure that all requirements were met by the Policyholder and its members.
- Provide details of processes and procedures you have in place for member communication or proof that

Policyholder and/or member communication was sent as and when required by DGR

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[www.discovery.co.za](http://www.discovery.co.za)



- Notify DGR, in writing if there have been any deviations from the member communication strategy which has resulted in the following:
  - Inability to transmit the member communication;
  - Insufficient information being supplied to members; and
  - The late distribution of member communication
- Agree to DGR communicating directly to members/Policyholders if there is any failure to disseminate the information to the members of the scheme as required by the PPRs.

### Acceptance and Acknowledgement

This document forms part of the quote document and by signing it, the parties acknowledge that they have read and understood the obligations and agree to the above terms and conditions, including all obligations placed on it in the onboarding and installation documentation.

DGR representative	_____	signed at	_____
Policyholder representative	_____	signed at	_____
Financial adviser	_____	signed at	_____
13B Administrator	_____	signed at	_____



## Accepting the quote

To accept this quote, please sign the declaration below and return it to your financial adviser.

The earliest date that the risk cover can start is the same date as the employer participation date.

Your risk cover can only start if you've given us all information and documents that we ask you for. Please tell us if you need your cover to start sooner than these dates. Any earlier dates are valid only if we have confirmed them in writing.

I make the following declarations;

### About the agreement

- I understand that any changes to this quote might invalidate it. Discovery Life has the right either to treat this quote as if no changes were made or to prepare a new quote based on the changes.

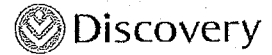
### About the benefits and cover

- I confirm that the quote reflects the benefit structure and the pricing agreed for employees of KwaDukuza Municipality who will participate.
- I understand that the risk benefits provided in terms of this quote are compulsory for all eligible employees.
- I understand that foreign nationals employed illegally in South Africa or employed legally outside of South Africa are not covered by the Group Risk policy.

### About the information that I have given:

- All information I have given to prepare this quote is true and correct. Discovery Life has been informed about all employees who are currently receiving disability income benefits in terms of the rules of an existing fund or through a registered insurer. Any such employees that we haven't been informed about, may be excluded from all risk benefits.
- Discovery Life has been informed of all employees who are seconded outside South Africa. The Territorial Limit clause in the policy applies to these employees.
- Discovery Life has been informed of all temporary employees, including contractors, and that the quote shows whether these employees are included.
- I have communicated any material or significant changes that may affect the scheme or employees to the policyholder, who has undertaken to communicate to employees informing them of any material differences that may impact their benefits and level of cover.
- I have read and understood the terms and conditions set out in the Group Risk Life Plan Guide and accept the shared responsibilities as envisaged in terms of the Policyholder Protection Rules (PPRs).

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[www.discovery.co.za](http://www.discovery.co.za)



I acknowledge that and have informed the policy holder, that due to the application of medical underwriting for member sums assured above the benefits' free cover limits, members may have some or all their sums assured limited to the free cover limit.

I am authorised to accept this quote in terms of the Pension Funds Act, 1956 and section 20 of the Companies Act, 2008 (as amended) and confirm that Discovery Life may rely on my authority as binding on KwaDukuza Municipality.



By signing below, I accept this quote and its terms and conditions.

Title: Mr/Mrs/Ms      Full name: \_\_\_\_\_

Last name \_\_\_\_\_

Date of birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_      Identity/Passport number: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone number: (\_\_\_\_) \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_      Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



KWADUKUZA MUNICIPALITY	
BUSINESS UNIT: CORPORATE SERVICES	
C160/2024-2025	MEETING DATE: 13/02/2025
<u>SUBJECT:</u>	REQUEST FOR COUNCIL APPROVAL FOR INCLUSION OF THE DIRECTOR-MAYORS OFFICE POST IN THE ADJUSTMENT BUDGET FOR THE 2024/2025 FINANCIAL YEAR(2024/2025)

**Purpose:**

To seeks approval from Council for the inclusion of a post for a Director of the Mayor's Office in the adjustment budget for the 2024/2025 financial year. The creation and funding of this position is essential for ensuring the Mayor's Office operates effectively in its expanded role within the municipality.

**Background:**

The Mayor's Office plays a critical role in the strategic leadership of the Municipality overseeing the implementing key municipal policies, and projects. However, due to the increasing scope of responsibilities and the need for dedicated leadership there is a necessity for a dedicated Director who will ensure that the Mayor's Office operates efficiently and effectively in fulfilling its mandate.

The Director will provide leadership and support the Mayor, managing various initiatives critical to the municipality's growth and development by ensuring the following:-

- The Director will provide critical leadership and support to the Mayor in coordinating and overseeing projects and initiatives that directly impact the municipality's development.
- Having this post funded will enhance the organizational capacity of the Mayor's Office, ensuring that key tasks, such as policy execution, stakeholder engagement, and crisis management, are effectively managed.
- The Director will be instrumental in managing communication and outreach efforts, ensuring the Mayor's vision and priorities are effectively communicated.
- The Director will oversee the day to day operations of the Mayor's Office, ensuring accountability and efficient use of municipal resources.

It should be noted that the post of a Director Mayor's office already exists within the organisational organogram, and the creation of this post is consistent with the office's operational requirements.

**Finance Comments:**

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## FINANCIAL IMPLICATIONS

To fund the Director position, an adjustment will be required in the current budget for the 2024/2025 financial year. The estimated financial implication for the creation of this post, including salary and operational expenses, is as follows:

Finance to provide us with this information.

## STRATEGIC IMPLICATIONS

Allocating funds for the Director's position is essential to ensuring the Mayor's Office functions efficiently and continue to meet its strategic goals. This position will improve leadership capacity, ensure efficient administration and help deliver key municipal programs and policies.

## LEGAL IMPLICATIONS/STATUTORY REQUIREMENTS

Compliant with Municipal Finance Management Act together with Municipal Systems Act.

## RECOMMENDATIONS:

1. That the request for Council approval inclusion of the Director-Mayor's office post in the adjustment budget for the 2024/2025 financial year be noted.
2. That the Council approve the funding of the Director - Mayor's Office post, and that the necessary adjustments be made to the budget to facilitate the inclusion of this position for the current financial year.

**AUTHOR**

**PAMELA S MNTAKA  
EXECUTIVE DIRECTOR CORPORATE SERVICES**

**ENDORSED**

**NJ MDAKANE  
MUNICIPAL MANAGER**

**DATE: .....**

## Council Item

DIRECTORY	SUB-DIRECTORY	REFERENCE	ITEM NUMBER
COMMUNITY SAFETY	FIRE & EMERGENCY SERVICES		C161/2024 - 2025

**SUBJECT: PROGRESSION OF STAFF FROM A FIREFIGHTER TO SENIOR FIREFIGHTER LEVEL, IN LINE WITH THE PROGRESSIVE ADVANCEMENT POLICY WHICH WAS APPROVED BY COUNCIL**

**MEETING DATE: 13/02/2025**

**PURPOSE**

To submit a report to Council on the progression of Firefighters to a rank of Senior Firefighters in line with the Progressive Advancement Policy.

**BACKGROUND**

At the Special EXCO meeting held on the 27<sup>th</sup> February 2013 EXCO resolved the following:-

**"C 278**

**SPECIAL EXCO: 2013-02-27**

**CAPACITY BUILDING WITHIN THE FIRE AND EMERGENCY SERVICES UNIT****RESOLVED**

1. That the 24 incumbents employed as Traffic Reservist be employed as Cadet / Junior Fire Fighters on Task Grade 5 from the 1<sup>st</sup> March 2013.
2. That Council approve the employment of further six Cadet / Junior Fire Fighters, to make up 30 Cadet / Junior Fire Fighters.
3. That Council approve the employment of 8 Leading Fire Fighters as Shift Supervisors on Task Grade 10.
4. That Council approve and implement the Progressive Advancement Policy for the Fire & Emergency Services.
5. That all staff be assessed in terms of the Progressive Advancement System and be placed on the appropriate level, by the department together with Corporate Services.
6. That Council employ the Divisional Officer (Task Grade 12) and the Assistant Chief Fire Officer (Task Grade 14).
7. That Council approve the use of a service provider to provide psychologist services for the staff.

7. That Council approve the use of a service provider to provide psychologist services for the staff.
8. That Council approve the Fire & Emergency Services amended organogram.
9. That progress reports be submitted to the relevant Portfolio Committee in respect of the above.

**Chief: F & S"**

Exco at its meeting on 2 August 2017 resolved vide Council Resolution C 1143, as follows:

- "1. That the KwaDukuza Progressive Advancement Policy stages as approved by Council on 27 February 2013 (C278) be amended to read as follows (**Annexure A**):-

## **DISCUSSION**

In line with the progressive advancement policy adopted by Council (C1143/2017), nine (9) Firefighters have completed the relevant training together with the years of service applicable as of the 1<sup>st</sup> of February 2022. These nine (9) Firefighters are now ready to progress to the next level which is Senior Firefighter (**Annexure B**).

As per the Progressive Advancement Policy approved by Council (C1143/2017), the existing Firefighters shall be assessed in terms of the policy and be placed on the appropriate task grade. For position above Leading Firefighter, staff will have to apply for any such vacancies (**Annexure A**).

It must be noted that the abovementioned Firefighters have acquired the years of experience and qualifications however, they have not acquired the relevant C driver's license but have acquired a Code C1 which is a requirement to drive the Fire appliances trucks.

The GVM of the Fire Truck is 15000KG, which will require the holder to be in possession of a C1 drivers license (i.e. old Code 10).

The Code C1 describes a heavy motor vehicle tare / gross vehicle mass exceeding 3500kg but not exceeding 16000kg not articulated. The code c relates to an extra heavy motor vehicle, tare/ gvm exceeding 16000 kg not articulated (old Code 11).

Code C1 or Code C is an acceptable code of driver's license to be progressed to rank of Senior Firefighters.

The above discussion was held with the current Firefighters and are all in agreement.

## **LEGAL IMPLICATIONS**

To ensure compliance with the Progressive Advancement Policy.

## **FINANCIAL IMPLICATIONS**

Salary progression from Task Grade seven (07) to Task Grade nine (09) for those Firefighters progressing to Senior Firefighters in line with the Progressive Advancement Policy as of the 1<sup>st</sup> of February 2022.

The financial implications are as follows:

Task Grade	Per official		9 officials	
	Mid-point	End point	Mid-point	End point
Grade 7	25 945.68	27 346.75	233 511.12	246 120.72
Task grade 9 (entry)	26 992.13	43 025.46	242 929.17	387 229.10
Difference (addition)	1 046.45	1 668.04	9 418.05	15 012.37
Additional cost Per Annum	12 557.40	20 016.50	113 016.60	180 148.46

No.	Initials and Surname	Pay Number	Task Grade	Mid-point Notch
1.	J.S. George	P04296	7	R 19 121.55
2.	S.N. Nsele	P042101	7	R 19 121.55
3.	C.J. Xulu	P36024	7	R 19 121.55
4.	B. Cele	P04284	7	R 19 580.51
5.	N.S. Mkhabela	P04294	7	R 19 121.55
6.	T.Z. Biyela	P04297	7	R 19 121.55
7.	S.E. Mthethwa	P04298	7	R 19 121.55
8.	N.C. Bhengu	P042102	7	R 19 121.55
9.	S.S. Ndimma	P07093	7	R 19 121.55

- Progression for each official between mid-point task grade 7 to task grade 9 entry point will result to an additional total cost to company of R 1046.45 per month.
- Progression for each official between end-point task grade 7 to task grade 9 entry point will result to an additional total cost to company of R 1 668.04 per month.
- The cost of 9 officials on progression at mid-point task grade 7 to entry task grade 9 will amount to additional cost to company of R 9 418.05 per month.
- The cost of 9 officials on progression at end-point task grade 7 to entry task grade 9 will amount to an additional cost to company of R 15 012.37 per month.

In summary, annual additional cost to Council will amount to:

- R 12 557.40 for 9 officials at midpoint task grade 7 to entry task grade 9.
- R 20 016.50 for 9 officials at endpoint task grade 7 to entry task grade 9.

The Budget will be available from 1 July 2024 on the new budget for period 2024/25 approved budget.

## COMMENTS BY HUMAN RESOURCES SECTION

The amendments are supported as the Department has advised that the fleet in the Fire Department requires Code C1 Drivers License not Code C. The Code C1 drivers license be also applicable to Firefighters being the level below Senior Firefighter and cannot require a license grade higher than that required for Senior Firefighters.

## CONSULTATION


Executive Director: Community Safety  
Director: Disaster and Emergency Services  
Executive Director: Corporate Services  
Director: Human Resources  
Director: Expenditure Management  
Chief Financial Officer

## RECOMMENDATIONS

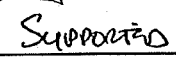
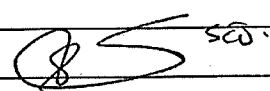
1. That Council approves the progression of the seven (7) Firefighters from Task Grade seven (07) to progress to the next level of Senior Firefighter on Task Grade nine (09).
2. That two (2) Firefighters' progression be not approved as they do not meet the mandatory requirements of the Senior Firefighter position and those Firefighters are:
  - 2.1 S.S. Ndima (P07093) - Grade 12
  - 2.2 N.C. Bhengu (P042102) - Grade 12
3. That the Progressive Advancement Policy for Fire Department be amended to reflect requirement Code C1 for Firefighter and requirement Code C1 or Code C to be progressed to rank of Senior Firefighters.
4. That progression from Task Grade seven (07) to Task Grade nine (09) for those Firefighters progressing to Senior Firefighters in line with the Progressive Advancement Policy be effective as of the 1<sup>st</sup> of February 2022 and funds must be sourced from the Basic Salary and Wages vote (042200000).

Author: I.M. Zuma (Director: Disaster & Emergency Services)  
Contact Person: SC Viramuthu (ED: Community Safety)

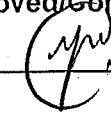
Comments: Director – Disaster and Emergency Services

 25/11/2024

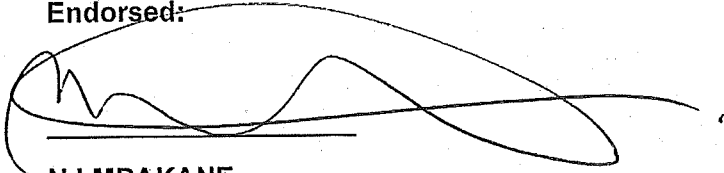
Approved/Comments: ED Community Safety

Approved/Comments: Chief Financial Officer

PP  02/12/2024  
Supported.

Endorsed:

A handwritten signature in black ink, consisting of a series of loops and curves, written over a horizontal line.

NJ MDAKANE

MUNICIPAL MANAGER

DATE :

**ANNEXURE A**

**C 1143**

**EXCO: 02/08/2017**

**REVISION OF THE PROGRESSIVE ADVANCEMENT SYSTEM WITHIN THE  
FIRE & EMERGENCY SERVICES DEPARTMENT OF THE COMMUNITY  
SAFETY BUSINESS UNIT**

**RESOLVED:**

1. That the KwaDukuza Progressive Advancement Policy stages as approved by Council on 27 February 2013 (C278) be amended to read as follows:-

**REVIEWED PROGRESSIVE ADVANCEMENT SYSTEM:**

**Requirement for new candidate**

<b>New Candidate</b>	<b>Task Grade</b>	<b>Minimum Requirements</b>	<b>Years of Service</b>	<b>Note</b>	<b>Rank Marking</b>
New candidate	Task 5	Grade 12 or equivalent, No criminal record, under the age of 30. Pass fitness evaluation and interview process	Nil		Nil


**Cadet Fire Fighter**

<b>Designation</b>	<b>Task Grade</b>	<b>Qualifications to be obtained</b>	<b>Years of Service</b>	<b>Note</b>	<b>Rank Marking</b>
Cadet	Task 5	Grade 12 or equivalent, Orientation Course, Basic Fire Course, (In house training)	2 years		Nil


**Fire Fighter**

<b>Designation</b>	<b>Task Grade</b>	<b>Qualifications to be obtained</b>	<b>Years of Service</b>	<b>Note</b>	<b>Rank Marking</b>




Firefighter	Task 7	Grade 12 or equivalent, Fire Fighter 1, Hazmat Awareness, First Aid Level 2, Code C driver's licence.	4 Years experience		
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**Senior Fire Fighter**

Designation	Task Grade	Qualifications to be obtained	Years of Service	Note	Rank Marking
Senior Fire Fighter	Task 9	Grade 12 or equivalent, Fire Fighter 2, Hazmat Operations, First Aid Level 3, Code C driver's licence	5 Years experience		

**Leading Fire Fighter**

Designation	Task Grade	Minimum Qualification	Years Service	Note	Rank Marking
Leading Fire Fighter	Task 10	Grade 12 or equivalent, Fire Fighter 2, Hazmat Operations, First Aid Level 3, Driver/Pump Operators Certificate, Peace Officer, Code EC driver's licence.	7 Years experience		

2. That the KDM Fire Department shall be assessed in terms of the new progressive advancement policy stages and be placed on the appropriate task grade 9 as from the 1 May 2017 and be back paid from the 1 May 2017.

3. That it be noted that staff members will be required to apply for any position above Leading Firefighter at Task Grade 10, in terms of Council's recruitment and selection policy.
4. That Exco approves of the current Firefighters who meet all the stipulated requirements to progress to the next level of a Senior Firefighter.
5. That Exco condones the progression of the Firefighters (who do not meet the mandatory requirements of the Senior Firefighter position) to Senior Firefighter positions on condition that they attain the outstanding mandatory requirements (Code C Driver's Licence) within a 12 months duration and a 24 months duration for Grade 12 qualification starting from 1 September 2017 to 30 September 2018 (Driver's Licence), 1 September 2017 to 30 September 2019 (Grade 12) and those Firefighters are:
  - 5.1 N.S Dladla (P04278) - Drivers Licence
  - 5.2 B.T. Mkhumbuzi (P04277) - Drivers Licence
  - 5.3 S.G. Gumede (P04270) - Drivers Licence
  - 5.4 X.K. Mzimela (P04286) - Grade 12
6. That Council in exercising its conditional condonation power, resolves that in the event the above mentioned Firefighters (as mentioned in 4. above) do not produce the mandatory documentation by 30 June 2018, then the Firefighters shall not receive their annual notch increases until the necessary qualifications are obtained.
7. That the above has been consulted with the current Firefighters and are all in agreement.

**ACT DIR: COM SAFETY**

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**ANNEXURE B**

**LIST OF CANDIDATES REQUIRING PROGRESSION TO SENIOR FIREFIGHTER LEVEL:**

<b>NO:</b>	<b>INITIALS AND SURNAME</b>	<b>PAY NUMBER</b>	<b>QUALIFICATIONS</b>
1.	J.S. George	P04296	Grade 12, FF1&2, Hazmat Awareness, Hazmat Operations, First Aid Level 3, Code C1 Drivers licence
2.	S.N. Nsele	P042101	Grade 12, FF1&2, Hazmat Awareness, Hazmat Operations, First Aid Level 3, Code C1 Drivers licence
3.	C.J. Xulu	P36024	Grade 12, FF1&2, Hazmat Awareness, Hazmat Operations, First Aid Level 3, Code C1 Drivers licence
4.	B. Cele	P04284	Grade 12, FF1&2, Hazmat Awareness, Hazmat Operations, First Aid Level 3, Code C1 Drivers licence
5.	N.S. Mkhabela	P04294	Grade 12, FF1&2, Hazmat Awareness, Hazmat Operations, First Aid Level 3, Code C1 Drivers licence
6.	T.Z. Biyela	P04297	Grade 12, FF1&2, Hazmat Awareness, Hazmat Operations, First Aid Level 3, Code EC Drivers licence
7.	S.E. Mthethwa	P04298	Grade 12, FF1&2, Hazmat Awareness,

			Hazmat Operations, First Aid Level 3, Code EC Drivers licence
8.	N.C. Bhengu	P042102	Grade 12 (pending assessment by HR Department), FF1&2, Hazmat Awareness, Hazmat Operations, First Aid Level 3, Code C1 Drivers licence
9.	S.S. Ndimma	P07093	Grade 12 (pending assessment by HR Department), FF1&2, Hazmat Awareness, Hazmat Operations, First Aid Level 3, Code C1 Drivers licence

KWADUKUZA MUNICIPALITY BUSINESS UNIT: OFFICE OF THE MUNICIPAL MANAGER	
C162/2024-2025	MEETING DATE: 13/02/2025
SUBJECT:	AMENDMENT TO THE ANNUAL LEAVE FOR THE CFO

**PURPOSE:**

To seek Council's permission for the Chief Financial Officer to take his 2024 annual leave in terms of the HR Leave Policy in order to comply with the terms and conditions of the said policy.

**BACKGROUND/DISCUSSION AND LEGAL IMPLICATIONS**

Council has approved annual leave for the CFO as follows:  
27 January 2025 to 30 January 2025  
03-07 February 2025  
10-13 February 2025

The above leave days that were provided by the CFO were tentative dates. The CFO's personal circumstances have since changed. In addition, it has also emerged that, in terms of the clause 2.1.3 of the Council approved leave policy, a minimum of 10 consecutive days annual leave must be taken. Therefore, the leave approved does not meet this requirement.

The CFO has provided a revised leave plan as follows:

Cancellation of leave for 27-30 January 2025.  
Cancellation of leave for the period 10-13 February 2025  
Retaining of leave application for 3-7 February 2025

New leave days from 16 February 2025 to 05 March 2025

Furthermore, Council must note that in terms of the Council leave policy, leave not taken will be forfeited, and that the Employer must grant the employee leave. Therefore, the leave application for the period 16 February 2025 to 05 March 2025 not only allows for CFO to fulfil his personal responsibilities and commitments, but also ensures compliance with both the Council approved leave policy, as well as legislation.

**STRATEGIC IMPLICATIONS:**

Nil

**STRATEGIC IMPLICATIONS:**

Nil

**FINANCIAL IMPLICATIONS**

Payment of Acting Allowances to the Acting CFOs during the period of leave for the CFO.

**CONSULTATION:**

Honorable Mayor  
Municipal Manager

**RECOMMENDATIONS**

**RESPONSIBLE OFFICIAL**

1. **THAT** Council grant approval for the Chief Financial Officer to take his annual leave from 03–07 February 2025 and that Director Revenue be appointed to act during this period.
2. **THAT** Council grant approval for the Chief Financial Officer to proceed on annual leave from the 17<sup>th</sup> February 2025 to 5 March 2025 and that the Director Budgets and Compliance be appointed to act during this period.
3. **THAT** Council note in terms of the HR Policy that *“the employer must grant annual leave not later than six (6) months after the end of the annual leave cycle” and if not taken, leave shall be forfeited.*

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Contact Person

Tel:

Author:

Tel:

N.J. MDAKANE (MUNICIPAL MANAGER)

032-4375505

C MOODLEY (ADMIN OFFICER)

032-4375573

**APPROVED / COMMENTS**



NJ MDAKANE  
MUNICIPAL MANAGER

Directory: Economic Development and Planning

Sub-directory: Development Planning

Reference:

Item number: C163/2024-2025

**SUBJECT: NATURAL RESOURCE MANAGEMENT: NTSHAWINI TRANSFORMATIVE RIVERINE MANAGEMENT PROGRAMME IMPLEMENTATION- PHASE 3**

MEETING DATE: 13/02/2025

### **PURPOSE**

1. To appraise Council of the implementation plan for the Natural Resource Management: Phase 3 - Ntshawini Transformative Riverine Management Programme (NRM: TRMP);
2. To seek Council approval of the budget of +/-350 000 from vote 152 Transformative Riverine Management Programme for project management costs and skills development training;
3. To seek approval for the implementation of Phase 3 of the Natural Resource Management: Ntshawini TRMP;
4. To appraise Council of a total of 80 job opportunities to be created, target beneficiaries and breakdown per designated group as well as documents required; and
5. To inform Council of the NRM: TRMP activity action list and work schedule.

### **BACKGROUND**

The municipality received 2<sup>nd</sup> place with the amount of R 1,700,000.00 in the KZN EDTEA 2021/22 Natural Resource Management Municipality Competition (NRM 2021/22) for Mavivane Transformative Riverine Management Programme (TRMP) Phase 1 which was rolled out successfully in line with Council Resolution C132/2022 Dated 24/02/2022. Due to the successful implementation of the first project phase, the Municipality received additional funding (NRM 2023/24) of the amount of R 1,500,000.00 from the EDTEA to implement Phase 2 as per Council Resolution C204/2023 dated 27/07/2023. Additionally, KDM Council has supported the project by allocating budget for the project as seed funding which covers project management costs and other consumables to implement the NRM project.

Mavivane TRMP Phase 1 commenced on 5 October 2022 to 31 December 2022 which saw 500 job opportunities and Phase 2 Mavivane TRMP commenced on 04 March 2024 to 12 June 2024 creating 240 job opportunities which was undertaken in Ward 16 and Ward 19. The project implementation duration was a total of 3 months and 5 months respectively where the teams were required to remove solid waste and invasive alien plants along the 6.4 kilometres

Mavivane river. A total of 32 hectares of alien species was cleared and 13 000 kilograms of waste removed for Phase 1 and 19.43 hectares of alien species was cleared and a total of 10 940 kilograms waste was removed for Phase 2. The project implementation has been community driven addressing waste, invasive alien plant species, effluent, stormwater and sewer management interventions within catchment areas, therefore strengthen the communities' resilience to the effects of climate change.

## DISCUSSION

### Phase 3 - Ntshawini TRMP: Project implementation:

In relation to the background, the success of Mavivane TRMP Phase 1 & 2 unlocked additional funding and support whereby EDTEA has awarded the municipality a grant of R1 200 000.00 for Phase 3 implementation of Transformative Riverine Management Programme (2024/2025) received by Council (C135/2024-2025) on the 12 December 2024. Phase 3 of the Ntshawini TRMP will create 80 green jobs through the grant for Ward 26 and 15.

The employment opportunity breakdown is 4 team leaders and 76 general workers, as shown in Table 2:

Target Beneficiaries + breakdown per designated group.	Youth	40
	People above 35 years	38
	People with disabilities	2
	<b>Total beneficiaries</b>	<b>80</b>
	<b>Further Breakdown</b>	
	Women Youth	20
	Male Youth	20
	People above 35 years Women	20
	People above 35 years Men	18
	People with disabilities	2

Table 2: Employment Breakdown Phase 2 MTRMP

The preferred option is that the total of 80 beneficiaries must be selected equating to 40 beneficiaries selected from each Ward 26 and 15 as this has implications for the ownership of the project, continuous management and monitoring of project area. The recommended second alternative is that the wards should be within the 5km radius of Ntshawini River (map attached). The preference will be given to people that have never worked in KDM EPWP programmes. Considering the nature of the work to be undertaken and salary scale of the beneficiaries, requirements are guided by the EPWP policy which requires that the ward councilor selects the targeted beneficiaries of the programme who must submit the following documentation:

- 1x ID Copies Certified,
- Bank statements/Proof of account,
- Confirmation of the beneficiary's socio-economic standing from the ward councilor.

Remuneration per day is as follows:



- **Team Leaders:** R 200.00 per day worked excluding weekends and public holidays
- **General Workers:** R 160.00 per day worked excluding weekends and public holidays

The project duration will be a period of 6 months where the team will remove solid waste and alien invasive plants from riverine areas, as shown in table 3 below:

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Breakdown per month	<ul style="list-style-type: none"> <li>• Appointment of Project Manager.</li> <li>• Appointment of Health and Safety officer</li> <li>• Inception-High Level Assessment and Environmental Awareness Education Pack.</li> <li>• Compile a recruitment pack for 76 General Assistants; 4 Team leaders for both wards;</li> <li>• Procurement</li> </ul>	<ul style="list-style-type: none"> <li>• Group 1 of Ward 26 Induction and training and medicals [20 beneficiaries].</li> <li>• Initial Alien and waste dump clearance work on site begins;</li> <li>• Collection of solid waste &amp; garden waste;</li> <li>• Education and awareness.</li> <li>• Health and Safety Officer to monitor health and safety requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Group 1 of Ward 15 Induction and training and medicals [20 beneficiaries];</li> <li>• Initial on Alien and waste clearance work on site;</li> <li>• Collection of solid waste &amp; garden waste;</li> <li>• Education and awareness.</li> <li>• Health and Safety Officer to monitor health and safety requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Group 2 of Ward 26 Induction and training and medicals [20 beneficiaries];</li> <li>• Follow-up on Alien and waste clearance work on site rehabilitation on site;</li> <li>• Collection of solid waste &amp; garden waste;</li> <li>• Education and awareness.</li> <li>• Health and Safety Officer to monitor health and safety requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Group 2 of Ward 15 Induction and training and medicals [20 beneficiaries];</li> <li>• Follow-up on Alien and waste clearance work and rehabilitation on site;</li> <li>• Collection of solid waste &amp; garden waste;</li> <li>• Education and awareness.</li> <li>• Health and Safety Officer to monitor health and safety requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Close out reports from Project Manager and Health and safety officer respectively</li> </ul>

Table 3: Activity Action List and Work Schedule

The project implementation plan is divided into 2 manageable river communities' grouped out as follows:

- **Group 1 of ward 26** - Initial clearing and waste removal commencing from Memory area informal settlement to Ntshawini informal settlement
- **Group 1 of ward 15** - Initial clearing and waste removal commencing from Ntshawini informal settlement to Industrial area
- **Group 2 of ward 26** - Follow-up commencing from Memory area informal settlement to Ntshawini informal settlement
- **Group 2 of ward 15** - Follow-up commencing from Ntshawini informal settlement to Industrial area

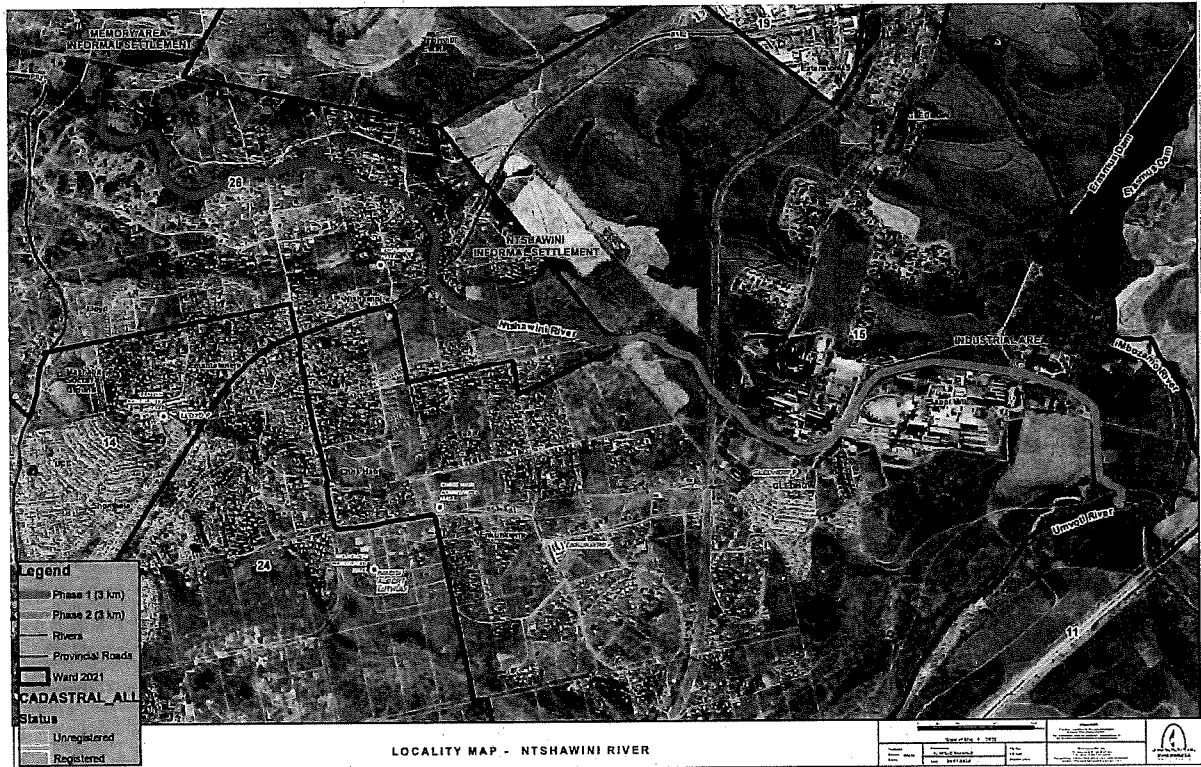


Figure 1: Ntshawini River Ward 26 to Ward 15

The transformative riverine management programme was developed by the municipality with the focus on addressing negative impacts on rivers, specifically those that run within the vicinity of human settlements. The programme aims to enhance a community driven approach in addressing waste, invasive alien species, effluent, stormwater and sewer management interventions within catchment areas. This was evident through the achievements borne from the Phase 1 & 2 of Mavivane TRMP which has shown the importance of rehabilitating river catchments as it plays a vital role in reducing the risk of escalating disaster and costs associated with climate change within the community.

Therefore, Phase 3 of the TRMP will focus on a new riverine system where clearing of alien invasive plant species and waste removal will be facilitated and thus building ecological resilience of the project area. The river system selection was based on the following tabulated criteria:

Criteria	Option 1 (Ntshawini River)	Option 2 (Malende River)	Option 3 (Mnyundwini River)	Comments
Pollution (waste dumps/dumping )	✓	×	×	<ul style="list-style-type: none"> <li>Ntshawini river is highly polluted as community is built near the river system and waste from the community directly impacts the system.</li> </ul>

				<ul style="list-style-type: none"> <li>Malende river had few households surrounding it leading to minimal pollution of the river.</li> <li>Mnyundwini had several households located near the river however there was minimal pollution showing that there is some community awareness on correct disposal of waste.</li> </ul>
Invasive Alien Plant species infestation (IAPS),	✓	×	×	<ul style="list-style-type: none"> <li>Ntshawini High IAS infestation</li> <li>Malende sparse IAs infestation</li> <li>Mnyundwini Sparse IAs infestation</li> </ul>
Climate change impacts mainly flooding and drought,	✓	✓	✓	<ul style="list-style-type: none"> <li>A number of flooding risk incidents were reported around Ntshawini, Malende and Mnyundwini area during the in the April/May 2020 floods</li> </ul>
Water quality and quantity,	✓	✓	✓	<ul style="list-style-type: none"> <li>Ntshawini poor water quality, medium river velocity</li> <li>Malende poor water quality low river flow</li> <li>Mnyundwini poor water quality low river flow</li> </ul>

Table 4: River System Criteria Selection

Ntshawini river was selected based on the criteria used, as it was noted to be highly impacted with waste, illegal dumping and highly infested with IAPS compared to the other river systems visited, therefore having the need to priorities areas that are poorest in condition.

#### **CONSULTATION AND PARTNERSHIP**

- Department of Economic Development, Tourism and Environmental Affairs (EDTEA)
- Department of Forestry Fisheries and the Environment (DFFE)
- Department of Water and Sanitation
- Department of Public Works
- ED: Economic Development and Planning
- Director: Development Planning
- Chief Town Planner
- Office of the Mayor
- Ward 16 and 19 Councillors
- KDM Community Services and Public Amenities
- KDM EPWP
- KDM Finance
- KDM Supply Chain Management

## **LEGAL IMPLICATIONS**

The Municipality is able to meet requirements in terms of the National Environmental Management Waste Act, National Environmental Management Biodiversity Act and the National Water Act with regards to catchment management, alien clearance, creating green job opportunities and meeting the stipulated agreements between KDM and EDTEA in line with the EPWP Policy.

The Memorandum of Understanding (MoU), in writing was entered into with the Department of Economic Development, Tourism & Environmental Affairs signed 13 January 2025 and the Municipality on 15 January 2025 respectively. The Department of Economic Development, Tourism and Environmental Affairs under the reclassification approval from Provincial Treasury for the 2024 / 2025 Financial year will make the funding available by transferring an amount of R1 200 000.00 (One Million Two Hundred Rand only) to KwaDukuza Local Municipality for the utilisation of the Natural Resources Management (NRM) Programme to implement Phase 3 of the Transformative River Management Programme (TRMP) once the implementation plan has been approved.

## **STRATEGIC IMPLICATIONS**

Implementation of adaptation actions as recommended in the KwaDukuza Climate Change Response Strategy, the KwaDukuza Climate Risk and Vulnerability Assessment as well as enhancing biodiversity and improving ecosystem goods and services as per the KwaDukuza Biodiversity and Open Space Map.

## **FINANCIAL IMPLICATIONS**

Summary of budget expenditure in relation to the TRMP Phase 3 project in relation to the grant as shown in table 5 below:

<ul style="list-style-type: none"> <li>• Deliverables for each Item listed on Cost Scheduled provided by Municipality</li> <li>• Item/s covered by Municipal contribution*</li> </ul>	<b>DEPARTMENT'S GRANT CONTRIBUTION</b>	<b>MUNICIPALITY'S CONTRIBUTION</b>
	R 1 200 000.00	R 350 000.00
<b>Item</b>	<b>Budget Allocation</b>	<b>Budget Allocation</b>
<b>Personal Protect Equipment</b>	R 78 700.00	-
<b>Staffing / Personnel</b>	R 629 120.00	-
<b>Tools / Equipment</b>	R 146 220.00	-
<b>Skills Development *</b>	-	-
<b>Resources *</b>	R 345 960.00	
<b>Project Coordinator/Manager *</b>	-	R 350 000.00
<b>Total</b>	<b>R 1 200 000.00</b>	<b>R 350 000.00</b>

Table 5: Budget Expenditure TRMP Phase 3

Budget expenditure in relation to the TRMP Phase 3 project will be R1 200 000.00 from the EDTEA grant and a total budget of +/- R350 000. 00 from the different budget vote 152 for project management costs and skills development training

## RECOMMENDATIONS

1. That the report on Natural Resource Management: Ntshawini Transformative Riverine Management Programme Phase 3 Implementation Plan is noted and approved by Council.
2. That Council notes the business plan (including budget breakdown) for the Natural Resource Management: Ntshawini Transformative Riverine Management Programme.
3. That Council noted the signed Memorandum of Understanding (MoU), entered into with the Department of Economic Development, Tourism & Environmental Affairs dated 13 January 2025 and the Municipality on 15 January 2025 respectively as per Council resolution (C135/2024-2025) dated 12 December 2024.
4. That Council approves the total budget of +/- R350 000. 00 from the different budget vote 152 for project management costs and skills development training.
5. That Council approves the Summary of budget expenditure for the Transformative Riverine Management Programme Phase 3 project in relation to the grant:

<ul style="list-style-type: none"> <li>Deliverables for each Item listed on Cost Scheduled provided by Municipality</li> <li>Item/s covered by Municipal contribution*</li> </ul>	DEPARTMENT'S GRANT CONTRIBUTION	MUNICIPALITY'S CONTRIBUTION
	R 1 200 000.00	R 350 000.00
Item	Budget Allocation	Budget Allocation
Personal Protect Equipment	R 78 700.00	-
Staffing / Personnel	R 629 120.00	-
Tools / Equipment	R 146 220.00	-
Skills Development *	-	-
Resources *	R 345 960.00	
Project Coordinator/Manager *	-	R 350 000.00
Total	R 1 200 000.00	R 350 000.00

6. That Council note that ward councilors will select the targeted beneficiaries of the programme and comply with the following criteria:

Target Beneficiaries + breakdown per designated group.	Youth	40
	People above 35 years	38
	People with disabilities	2
	<b>Total beneficiaries</b>	<b>80</b>
	<b>Further Breakdown</b>	
	Women Youth	20
	Male Youth	20
	People above 35 years Women	20
	People above 35 years Men	18

	People with disabilities	2
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7. That Council notes a total of 80 job opportunities to be created and for council to resolve ward participation.
8. That Council approves the preferred option for the appointment of 80 beneficiaries to be selected 40 from each Ward 26 and 15 as this has implications for the ownership of the project who are within the 5km radius of Ntshawini River.
9. That Council notes that the targeted beneficiaries of the programme must submit the following documentation:
  - 1x ID Copies Certified,
  - Bank statements/Proof of account &
  - Confirmation of the beneficiary's socio-economic standing from the ward councillor
10. That Council approves the project roll-out as shown in table below:

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Breakdown per month	<ul style="list-style-type: none"> <li>• Appointment of Project Manager.</li> <li>• Appointment of Health and Safety officer</li> <li>• Inception-High Level Assessment and Environmental Awareness Education Pack.</li> <li>• Compile a recruitment pack for 76 General Assistants; 4 Team leaders for both wards;</li> <li>• Procurement</li> </ul>	<ul style="list-style-type: none"> <li>• Group 1 of Ward 26 Induction and training and medicals [20 beneficiaries].</li> <li>• Initial Alien and waste dump clearance work on site begins;</li> <li>• Collection of solid waste &amp; garden waste;</li> <li>• Education and awareness.</li> <li>• Health and Safety Officer to monitor health and safety requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Group 1 of Ward 15 Induction and training and medicals [20 beneficiaries];</li> <li>• Initial on Alien and waste clearance work on site;</li> <li>• Collection of solid waste &amp; garden waste;</li> <li>• Education and awareness.</li> <li>• Health and Safety Officer to monitor health and safety requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Group 2 of Ward 26 Induction and training and medicals [20 beneficiaries];</li> <li>• Follow-up on Alien and waste clearance work on site rehabilitation on site;</li> <li>• Collection of solid waste &amp; garden waste;</li> <li>• Education and awareness.</li> <li>• Health and Safety Officer to monitor health and safety requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Group 2 of Ward 15 Induction and training and medicals [20 beneficiaries];</li> <li>• Follow-up on Alien and waste clearance work and rehabilitation on site;</li> <li>• Collection of solid waste &amp; garden waste;</li> <li>• Education and awareness.</li> <li>• Health and Safety Officer to monitor health and safety requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Close out reports from Project Manager and Health and safety officer respectively</li> </ul>

11. That Council notes that the river system selection was based on the following tabulated criteria:

Criteria	Option 1 (Ntshawini River)	Option 2 (Malende River)	Option 3 (Mnyundwini River)	Comments
Pollution (waste dumps/dumping)	✓	×	×	<ul style="list-style-type: none"> <li>Ntshawini river is highly polluted as community is built near the river system and waste from the community directly impacts the system.</li> <li>Malende river had few households surrounding it leading to minimal pollution of the river.</li> <li>Mnyundwini had several households located near the river however there was minimal pollution showing that there is some community awareness on correct disposal of waste.</li> </ul>
Invasive Alien Plant species infestation (IAPS),	✓	×	×	<ul style="list-style-type: none"> <li>Ntshawini High IAS infestation</li> <li>Malende sparse IAS infestation</li> <li>Mnyundwini Sparse IAS infestation</li> </ul>
Climate change impacts mainly flooding and drought,	✓	✓	✓	<ul style="list-style-type: none"> <li>A number of flooding risk incidents were reported around Ntshawini, Malende and Mnyundwini area during the in the April/May 2020 floods</li> </ul>
Water quality and quantity,	✓	✓	✓	<ul style="list-style-type: none"> <li>Ntshawini poor water quality, medium river velocity</li> <li>Malende poor water quality low river flow</li> <li>Mnyundwini poor water quality low river flow</li> </ul>

12. That Council notes that Ntshawini river was selected based on the criteria mentioned in point 10 above. Results showed that this river system is highly impacted with waste, illegal dumping and highly infested with IAPS compared to the other river systems visited, therefore having the need to prioritise areas that are poorest in condition.

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CONTACT PERSON: ACTING DIRECTOR DEVELOPMENT PLANNING - MRS THANDEKA THWALA  
TEL: 032 437 5586

APPROVED/COMMENTS

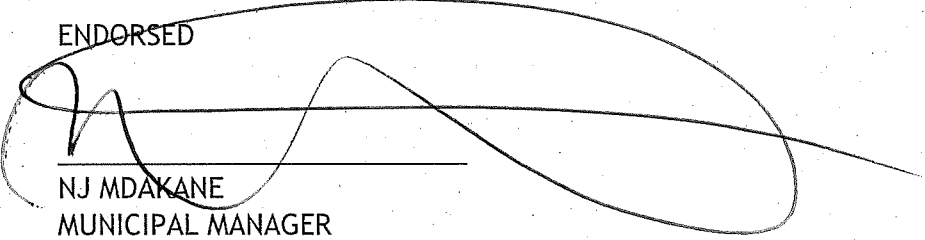
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SV HLONGWANE (MR)

EXECUTIVE DIRECTOR

BUSINESS UNIT: ECONOMIC DEVELOPMENT AND PLANNING

ENDORSED



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NJ MDAKANE  
MUNICIPAL MANAGER  
DATE: /01/2025





**KWAZULU-NATAL PROVINCE**

**ECONOMIC DEVELOPMENT, TOURISM  
AND ENVIRONMENTAL AFFAIRS  
REPUBLIC OF SOUTH AFRICA**

Signed by: NTOMBITHULE BERYL MBA  
Signed at: 2025-01-13 12:14:28 +02:00  
Reason: Certified.

**AGREEMENT OF TRANSFER FUNDING**

Entered into by and between

**THE KWAZULU-NATAL DEPARTMENT OF  
ECONOMIC DEVELOPMENT, TOURISM AND  
ENVIRONMENTAL AFFAIRS**

Herein represented by Mr Nhlakanipho Nkontwana in his duly authorised capacity as the Head of  
the Department of Economic Development, Tourism and Environmental Affairs

and

**KWADUKUZA LOCAL MUNICIPALITY**

Herein represented by Mr. Nhlanhla J Mdakane in his duly authorised capacity as the Municipal  
Manager of KwaDukuza Local Municipality

**IN RE:**

**Utilisation of the Natural Resources Management (NRM)**

**Programme to implement Phase 3 – Ntshawini**

**Transformative River Management Programme (TRMP)**

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Agreement of Transfer Funding: EDTEA / KwaDukuza Local Municipality-Utilisation of the Natural  
Resources Management (NRM) Programme to Implement Phase 3-Transformative River Management  
Programme (TRMT)

## WHEREAS

- A. The Department of Economic Development, Tourism and Environmental Affairs provides support to municipalities through availing competitive support grants that enable municipalities to implement special environmental programmes. The Climate Change Management component of the Department initiated a Natural Resource Management programme (NRM) and opened a competitive process of obtaining municipal financial support for both district and local municipalities to implement climate change projects as per their strategies or climate change response plans;
- B. The Department of Economic Development, Tourism and Environmental Affairs had identified KwaDukuza Local Municipality as a successful municipality that qualified for financial support for Phase 1 and Phase 2 which have been implemented and the municipality is now ready to move to Phase 3 of the Programme to enable them to upscale and sustain their projects work in line with the original business and implementation plans;
- C. The Department of Economic Development, Tourism and Environmental Affairs through the KwaDukuza Local Municipality will implement Phase 3 of the Natural Resource Management programme (NRM) for the Implementation Transformative Riverine Management Programme (TRMP).
- D. The Department of Economic Development, Tourism and Environmental Affairs under the reclassification approval from Provincial Treasury for the 2024 / 2025 Financial year will make the funding available by transferring an amount of **R1 200 000.00 (One Million, Two Hundred Thousand Rand only)** to KwaDukuza Local Municipality for the utilisation of the Natural Resources Management (NRM) Programme to implement Phase 3 of the Transformative River Management Programme (TRMP); and
- E. The parties deem it expedient to record the terms of their Agreement in writing, to establish the terms and conditions on which the Department will provide the funding to KwaDukuza Local Municipality.

## THE PARTIES AGREE AS FOLLOWS:

### INTERPRETATION AND DEFINITIONS

1. In this Agreement, unless the context indicates otherwise

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- 1.1 an expression, which denotes any gender, includes the other genders, a natural person includes a judicial person and vice versa, and the singular includes the plural and vice versa;
- 1.2 clause headings are for convenience only and will not be used in its interpretation, and the following expressions will bear the meanings assigned to them and cognate expressions will bear corresponding meanings--

**"Agreement"** means this Transfer Funding Agreement and all the Schedules and Annexures thereto;

**"Days"** means where a number of days are prescribed, they shall consist of all days (i.e. excluding Saturday, Sunday and Public Holidays)

**"Department"** means the KwaZulu-Natal Economic Development, Tourism and Environmental Affairs;

**"Effective Date"** means the date of signature by the Party signing last in time;

**"Municipality"** means the KwaDukuza Local Municipality;

**"Parties"** means the Department and Municipality;

**"Project"** means the Funding for the Utilisation of the Natural Resources Management (NRM) Programme to Implement Phase 3-Transformative River Management Programme (TRMP) and

**"Project Implementation Plan"** means the Project Implementation Plan attached to this Agreement as an Annexure A and as set out fully in Schedule 1, as contemplated in clause 8; and

**"Transfer Funding"** means the transfer of Funding set out in the Project Implementation Plan, and as contemplated in this Agreement;

- 1.3 words and expressions defined in any sub-clause will, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause;

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- 1.4 this Agreement is governed by and construed in accordance with the laws of the Republic of South Africa;
- 1.5 if there is any conflict between figures referred to in numbers and in words then the reference in words must prevail; and
- 1.6 if any term is defined within the context of any particular clause then the term so defined bears that defined meaning for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in the definition clause, unless it is clear from the clause in question that the defined term applies to that clause only.

#### **DURATION OF AGREEMENT**

2. This Agreement commences on the **date of the last party signing** this Agreement and shall endure for a period of twelve (12) months, provided that the parties may agree to an extension of the Agreement on such terms and conditions as may be agreed to between them in writing.

#### **TRANSFER OF FUNDING**

3. The Department will –
  - 3.1 will transfer the sum of **R1 200 000.00 (One Million, Two Hundred Thousand Rand only)** by way of electronic transfer to **Account Holder: KwaDukuza Local Municipality Primary Account, Bank Account: 4087627126 at ABSA Bank** to undertake and execute the Project subject to the provisions of clause 8; and
  - 3.2 transfer funds as contemplated in clause 3.1 to the Municipality, is inclusive of Value added Tax ('VAT'), consequently the Department will not be held liable for the payment of VAT on the funding amount.

#### **ACCEPTANCE OF FUNDING**

4. The Municipality hereby –
  - 4.1 accepts the funding in order to undertake the Project contemplated in this Agreement, and accordingly takes and accepts full responsibility, accountability

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and ownership of the Project subject to the terms and conditions of this Agreement;  
and

- 4.2 declares that it implements effective, efficient and transparent financial management and internal control systems as contemplated in section 38(1) (j) of the Public Finance Management Act, 1999, (Act No. 1 of 1999) and without any variation in compliance with any other applicable legislation.

#### USE OF FUNDING

5. The Municipality undertakes to utilise the funding exclusively for purposes of the Project in accordance with the Project Implementation Plan provided that—

5.1 the Department may conduct an audit at any stage during the term of the Agreement or after termination thereof, to ensure that the Municipality has complied with the provisions of this Agreement; and

5.2 the Department may invoke the provisions of clause 22 in the event that it is established that the Municipality has utilised the funding for any purpose other than the Project, and recover such amount and the interest as is established was not utilised for purposes of the Project from the Municipality.

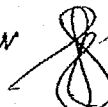
#### PROJECT MANAGEMENT TEAM


- 6.1 The Department, in consultation with the Municipality must, within a period of thirty (30) days of signing of this Agreement, establish a Project Management Team consisting of **Departmental and the Municipality officials** to manage and monitor the Project, provided that the **Director: Environmental Governance, Planning & Climate Change, Ms Noloyiso Wallingo** of the Department or in her absence, her nominated representative must be a member of the Project Management Committee as the Department representative for the management and monitoring of the Project.

- 6.2 The Departmental representative in all matters arising from this agreement will be the **Project manager: Ms Mbali Goge: Climate Change Management** or in her absence, her nominated representative, provided that—

6.2.1 the Departmental representative will liaise with the Municipality on all matters pertaining to the contents of this Agreement;

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- 6.2.2 the Department warrants that the **Mr. Nhlakanipho Nkontwana** in his capacity as **the Head of Department** the only person officially authorised to sign any legal document, including this Agreement, on behalf of the Department;
- 6.2.3 the Municipality hereby warrants that **Mr. Nhlanhla J Mdakane**, in his capacity as the **Municipal Manager** or his authorised representative, is officially authorised to sign any legal document, including this Agreement, on behalf of the Municipality; and
- 6.2.4 the Municipality hereby appoints **Mr Sikhumbuzo Hlongwane** in his capacity as the **Executive Director: Executive Development and Planning** to serve as a liaison officer with the Department or his nominee, and who is responsible for managing this agreement and to ensure proper implementation of THE Municipality's objectives.
- 6.2.5 the municipality representative in all matters arising from this agreement will be the **Project Manager: Ms Thembeke Mthuli: Senior Environmental Officer** supported by the other officials within KwaDukuza municipality Environment Management Unit.

#### MEETINGS OF PROJECT MANAGEMENT TEAM

7. The Project Management Team must meet as often as required, but at least monthly, and share best practices, provided that –
- 7.1 attendance by Departmental officials and the Executive Chairman of the Municipality or an official delegated by the Municipal Manager is compulsory; and
- 7.2 dates of scheduled meetings must be agreed upon at the first meeting.

#### PROJECT IMPLEMENTATION PLAN

8. The Municipality must, within a period of twenty-one (21) days from the date of commencement of this Agreement, prior to the payment of the funding and the prior to the commencement of the Project submit a Project Implementation Plan to the Department for approval, specifying–

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- 8.1 the full details of the Project's scope, including tasks and time schedules, measurable outputs and milestones;
- 8.2 human resources, whether internal or external, to be utilised; and
- 8.3 a budget, which must indicate the source of the funding for the project, be it funding or own contributions.

#### **INCURRING OF EXPENDITURE**

- 9. The Municipality may not incur any expenditure prior to approval of the Project Implementation Plan and the payment of the funding by the Department, unless specifically motivated for and agreed to in writing by both parties.

#### **FAILURE TO SUBMIT PROJECT IMPLEMENTATION PLAN**

- 10. In the event the Municipality fails to submit the Project Implementation Plan within the period contemplated in clause 8, no funds will be transferred to the Municipality as contemplated in clause 3, and this Agreement will lapse and be of no force and effect.

#### **DELAYED TASKS**

- 11. Where a task is delayed by more than two months the Project Implementation Plan must be amended in accordance with clause 33.

#### **INTEREST ON FUNDING**


- 12. Any interest earned on the amount contemplated in clause 3, or VAT rebates on the funding must be utilised for the Project, or for any other purpose as may be agreed to by the Department in writing.

#### **SAVINGS ON FUNDING**

- 13. Any savings on the funding must be returned to the Department upon completion of the Project, unless written permission is obtained by the Municipality from the Department to retain the savings.

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#### FINANCIAL CONTROLS

14. The Municipality may only effect payment for expenses claimed in terms of the Project if the Municipality and the Department are satisfied that –

14.1 the activities meet the objectives of the Project; and

14.2 the expenses were validly incurred in terms of the Project Implementation Plan.

#### FINANCIAL AND PROGRESS STATEMENTS

15. The Municipality must provide the Department with–

15.1 monthly reports of progress and payments made in respect of the Project, including statements of income, expenditure and savings relating to the Project, within ten days of the end of every month; and

15.2 a final written close-out report within ten days of the termination of the Project.

#### OWNERSHIP AND FORMAT OF INTELLECTUAL PROPERTY

16. Ownership of all documents, materials, data and information in whatever manner or format, whether hard copy, digital, video tape, audio tape, or otherwise, pertaining to the Project will vest in the Department, provided that–

16.1 The Municipality must furnish a hard copy and electronic copy of the final report, plan or similar document free of charge to the Department, if the product of the Project is a report, plan or similar document; and


16.2 the Department reserves the right to make reports, plans or similar documents received by it as part of this Agreement available to the public free of charge in downloadable electronic form through its website.

#### AVAILABILITY OF DOCUMENTS

17. All documents, materials, data and information in whatever manner or format, whether hard copy, digital, video tape, audio tape, or otherwise, must be made available to organs of state at the cost of reproduction.

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#### **ABANDONMENT OF THE PROJECT**

18. The Municipality must immediately notify the Department in writing if the Municipality finds that it is incapable of executing the Project, provided that--

18.1 the Project must be regarded as abandoned, if the commencement thereof is postponed for longer than four months after the signing of this Agreement due to no fault on the part of the Department, unless the Municipality requested an extension of time as provided for in clause 33; and

18.2 The Municipality must refund the Department the amount of the funding within a period of thirty days of the date of abandonment, in the event that the Project is abandoned.

#### **TERMINATION**

19. This Agreement terminates in 12 months from the date of the last signature subject to the Project Implementation and the provisions of clause 18.1.

#### **CLOSE-OUT REPORT**

20. Upon termination of the Project, the Municipality must submit a close-out report, as contemplated in clause 15.2, which must include--

20.1 a Project overview, including an analysis of problems encountered;

20.2 a report on achievements, including an assessment of the Project against the Project objectives;

20.3 a certified audited statement of expenditure, and any budgetary implications of the way forward.

#### **DISPUTE SETTLEMENT**

21. Either party to the Agreement may, in the event of any dispute arising out of the Agreement, refer the dispute for resolution as contemplated in the Intergovernmental Relations Framework Act, 2005 (Act No. 13 of 2005).

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### BREACH OF AGREEMENT

22. If either party fails to meet its obligations in terms of this Agreement, the innocent party, at its choice, without prejudice to any other rights and remedies the party may have, after compliance with clause 25, and after giving fourteen days written notice to the defaulting party at its *domicilium*, calling on the latter to remedy the breach, may-

22.1 cancel the Agreement; or

22.2 enforce the terms of the Agreement; and

22.3 in any event claim any damages that it may have suffered as a result of the breach.

### DOMICILIUM

23. The parties choose their *domicilium citandi et executandi* for all purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement, as follows:

**The Department:** Office of Head of Department  
270 Jabu Ndlovu Street  
Pietermaritzburg  
3201  
Tel No: (033) 264 2641  
Cell: 071 888 3732  
Email: [Mbali.Goge@kznedtea.gov.za](mailto:Mbali.Goge@kznedtea.gov.za)

**THE MUNICIPALITY:** KwaDukuza Local Municipality  
P. O. Box 72  
KwaDukuza  
4450  
104 Mahathma Gandhi Street  
Stanger  
4450  
Tel No: (032) 437 5000/5005  
Email: [SikhumbuzoH@kwadukuza.gov.za](mailto:SikhumbuzoH@kwadukuza.gov.za)  
[ThembekaM@kwadukuza.gov.za](mailto:ThembekaM@kwadukuza.gov.za)

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#### VARIATION TO *DOMICILIUM*

24. Either party, upon written notice to the other party, may vary its physical address or facsimile number to any other physical address or facsimile number within the Republic of South Africa.

#### NOTICES

25. Any notice given by either party to the other party, which—

25.1 is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* will be deemed to have been received by the addressee at the time of delivery;

25.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's *domicilium* will be deemed to have been received by the addressee on the seventh day after the date of posting; and

25.3 is sent by facsimile during the normal business hours of the addressee to the addressee's *domicilium* will be deemed to have been received on the date and time of successful transmission thereof.

#### SOLE RECORD

26. This Agreement, together with its appendices, constitutes the sole record of the Agreement between the parties in regard to its subject matter, and neither party will be bound by any representation, express or implied term, warranty, promise or the like not recorded herein, or reduced to writing and signed by both parties.

#### VARIATION

27. No variation, modification, addition, alteration, erasure or abandonment of any clause of this Agreement or consent to deviation from the Agreement will be valid unless it is recorded in writing and signed by both parties.

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#### GRACE

28. No grace, delay, relaxation, leniency or indulgence granted by the Department to the Municipality will be deemed to be an abandonment of any right by the department contemplated in this agreement, and will not prevent the department from insisting on strict future compliance by the Municipality with all the terms and conditions of this Agreement.

#### SEVERABILITY

29. Each clause of this Agreement is severable from each of the other clauses and if any clause in this Agreement is found to be void, invalid or unenforceable for any reason, the remaining clauses will remain in full force and effect.

#### SUCCESSORS-IN-TITLE

30. The provisions of this Agreement will be binding upon the successors-in-title of the parties, and the rights and obligations of each party arising out of or pursuant to this Agreement will devolve upon and bind its successors-in-title.

#### CESSION

31. Neither party may cede, assign, transfer or otherwise make over any of its rights or obligations contemplated in this Agreement, without the prior express, written consent of the other party.

#### COSTS

32. Each party must bear its own costs of and incidental to the negotiation and preparation of this Agreement.

#### AMENDMENT OF AGREEMENT

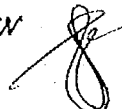
33. The Department, in its sole discretion, may agree to amend any term or condition of this Agreement in writing, subsequent to a request from the Municipality, in the event that—

33.1 a task will be delayed by more than two months;

33.2 the scope of the Project needs to be increased or reduced; or

33.3 any other term of the Agreement needs to be amended

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SIGNED AT Pietermaritzburg ON THIS 13 DAY OF January 2025.

Signed by: Brightboy Nhlakanipho Nkont  
Signed at: 2025-01-13 13:22:51 +02:00  
Reason: I approve this document

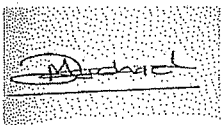


THE DEPARTMENT

AS WITNESSES:

1. Videshni Naidoo

NAME: Videshni Naidoo

2. 

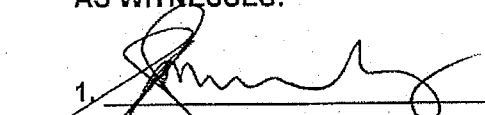
NAME: \_\_\_\_\_

SIGNED AT KwaDukuza ON THIS 15<sup>th</sup> DAY OF January 2025.




THE MUNICIPALITY

AS WITNESSES:

1. 

NAME: M. MANTA

2. 

NAME: F. R. Naidoo



# KWAZULU-NATAL PROVINCE

ECONOMIC DEVELOPMENT, TOURISM  
AND ENVIRONMENTAL AFFAIRS  
REPUBLIC OF SOUTH AFRICA

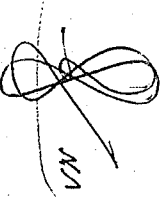


## SCHEDULE 1

No	Item	Units cost (Estimate)	Total Quantity	No of days worked	BUDGET ALLOCATION Total (ZAR)
1	<b>PERSONAL PROTECTIVE EQUIPMENT</b>				
	Reflective contours overall	R250.00	85		R21,250.00
	Dust Masks pack of 20	R100.00	80		R8,000.00
	Boots	R250.00	35		R21,250.00
	sun hat	R200.00	35		R17,000.00
	Masks for Herbicide operators	R400.00	16		R6,400.00
	Apron for Herbicide operators	R300.00	16		R4,800.00
	<b>SUB-TOTAL</b>				<b>R78,700.00</b>
2	<b>STAFFING/ PERSONNEL</b>				
	General Assistants	R160.00	76	42	R510,720.00
	Medical/screening prior project starts	R1,060.00	80		R84,800.00
	Team Leaders	R200.00	4	42	R33,600.00
	<b>SUB-TOTAL</b>				<b>R629,120.00</b>
3	<b>TOOLS / EQUIPMENT</b>				
	Sharpening Oil stone	R200.00	4		R800.00
	Drinking water bottle with tap	R100.00	6		R600.00
	Knapsack sprayers (16 L)	R500.00	4		R2,400.00
	Axes for cutting wood	R800.00	5		R4,000.00
	Heavy duty refuse plastics bags	R2.50	11152		R27,380.00
	Fire Extinguisher	R670.00	2		R1,340.00
	First Aid Kit Pack	R500.00	20		R10,000.00
	4Toilets . storeroom, 1 office	R800.00	124		R99,200.00
	<b>SUB-TOTAL</b>				<b>R146,220.00</b>

Agreement of Transfer Funding: EDTEA / KwaDukuza Local Municipality-Utilisation of the Natural Resources Management (NRM) Programme to Implement Phase 3-Transformative River Management Programme (TRMT)

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4	SKILLS DEVELOPMENT AND TRAINING					
	Health and safety					R0.00
	Training of workers alien clearing and waste management					R0.00
	SUB-TOTAL					R0.00
5	RESOURCES					
	solid waste removal					R0.00
	Rehabilitation			126		R47,880.00
	Health & Safety				54	R298,080.00
	SUB-TOTAL					R345,960.00
	GRAND TOTAL					R1,200,000.00

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