

MATJHABENG MUNICIPALITY

ANNEXURES

of the

**6TH ORDINARY COUNCIL MEETING
FOR THE YEAR 2019**

convened for

TUESDAY, 26 NOVEMBER 2019

at

15h00

at the

**COUNCIL CHAMBERS, CIVIC CENTRE,
WELKOM**



MATJHABENG LOCAL MUNICIPALITY

PO BOX 708 – WELKOM 9460 / TEL: 057 391 3238

30 SEPTEMBER 2019

MEMORANDUM TO THE SENIOR MAGISTRATE IN WELKOM COVERING THE WHOLE AREA IN HIS/HER JURISDICTION IN RESPECT OF THE ENOUGH IS ENOUGH MARCH AGAINST GENDER-BASED VIOLENCE, BRUTAL KILLINGS AND RAPES OF WOMEN AND CHILDREN IN OUR LOCALITY

We, the women of Matjhabeng Local Municipality, the Free State Province and South Africa are gathered here today to raise our voices and those of the voiceless victims of brutal murders, abuse and rape.

We are concerned that gender-based violence against women and children has reached levels that are unacceptable in any society.

We recognise that actions of rape, abuse and violence are not limited to the actions of just men, but that women can be predators guilty of these horrendous crimes too.

We acknowledge that there have been numerous activities undertaken by many non-governmental organisations and other interest groups in our society fighting this curse. It is evident to us that without a multi-stakeholder approach and total integrated action by all relevant segments of our society, nothing will change to eliminate this scourge.

That is why - as women - we have been moved to rise, march and protest to demand an end to the abuse of our children, gender-based violence against women, rape, abuse and femicide.

1. We as women claim our human and constitutional right to be free from rape, violence and abuse. We also claim it for our children. We hold fast to our demand that a National Action Plan on Gender-based Violence must be developed, implemented and enforced.

2. Such a National Action Plan must further make provision for the prevention of hate crimes against transgender or non-conforming women in terms of their sexual orientation or preference.
3. We as women demand consistent minimum sentencing legislation in sexual and domestic violence cases regardless of a woman's race, skin colour, physical appearance, sexual chastity, sexual orientation, sexual gender identity, socio-economic status and nationality.
4. We as women demand that the judiciary must stop using harmful and negative gender stereotypes that reinforces secondary victimisation and legitimises practices like victim-blaming in sexual and domestic violence cases.
5. We demand that government should ensure that laws, policies, practices and systems are sensitive to preventing rape, abuse and violence against women and children.
6. We further demand that gender diversity to protect the bodily and physical, as well as the psychological and emotional integrity of transgender and non-conforming individuals, be recognised in such laws, policies, practises and systems.
7. We as women demand that accused abusers, rapists and murderers of women and children – be they male or female - must not get bail for the protection of victims who brought them to account before the law.
8. We as women regard convicted rapists and abusers of women and children – be they male or female - as predators who do not deserve parole. Parole must be automatically denied.
9. We as women demand that an updated national sex offenders list of convicted sex offenders be published on relevant websites, government or local. These predators – be they male or female - have forfeited the right to privacy through their deeds. The protection of society, women and children has preference.

10. We demand that employers must check the status of applicants against such a national register, and that they as employers are subject to severe legal consequences if they fail to do so. We believe it is about the protection of women and children, not the discomfort of predators.

11. We as women also demand that women who falsely accuse a man or another woman of violence, abuse or rape, meet the full wrath of the law and that her name is published in the public arena provided by the media. Their revengeful actions destroy the integrity of legitimate complaints by women and children who were raped, abused or violated.

To conclude, we beseech the Senior Magistrate to forward this memorandum to the Minister of Justice and to the President of the Republic of South Africa.

We need action and protection now.

CLLR KSV MOIPATLE

CHAIRPERSON:

**MULTI-PARTY WOMEN'S CAUCUS
MATJHABENG COUNCIL**

SENIOR MAGISTRATE

WELKOM MAGISTRATE COURT

WITNESS

WITNESS



CONGRESS OF THE PEOPLE

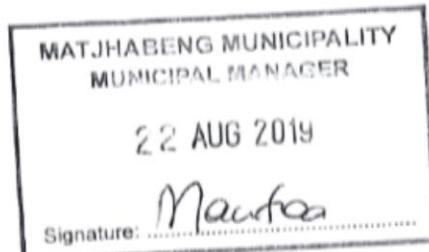


25525 Adelaide Street
 Matjhabeng
 Welkom
 9460

22 August 2019

The Municipal Manager
 Matjhabeng Local Municipality
 P.O. Box 708
 Welkom 9460

QUESTIONS ON WHICH NOTICE HAVE BEEN GIVEN



Dear Mr Tsoaeli

In terms of rule 52 of the Standard Rules of Order, I would like to get a written response
 To the following questions:

1. The resident of 25502 (Grandmother, Olimper) was removed from her site on promise that an IDP will be build for her at her site in financial year 2017/18 which ended 30 June 2019. To this moment no house is build. Can you provide me with a written response as to why the old woman is not in her new IDP house up to today?
2. There is sewer blockage in the following two areas; 25488 & 24911, for long time. Is the municipality not aware, as ambulance cannot access the mentioned area? If the municipality is aware why nothing is done to this time? This is denying residents their basic rights of clean environment and good health in terms of the Constitution of South Africa.

Thanks
 Yours in Service Delivery
 Mookho Nqeobo
 PR Councillor
 Matjhabeng Municipality
 0787149112 / mookgoelisa@mail.com

MATJHABENG



Municipality
Munisipaliteit

P O Box 708
Welkom, 9460
South Africa

Mmasepala
Umasipala

Tel : (057) 3913416
E-mail : mm@matjhabeng.co.za

Office of the Municipal Manager

Enquiries / Navrae / Dipatlisiso: Mr T Makofane

Room no / Kamer nr / Kamore ya: 224

Date / Datum / Letsatsi: 2019-10-07

Your Ref / U Verw / Ho ya ka bona:

Our Ref / Ons Verw / Ho ya ka Rona:
19/2/3/2

The Congress of the People
25525 Adelaide Street
Matjhabeng
WELKOM
9463

Dear Sir,

SUBJECT: QUESTIONS ON WHICH NOTICE HAVE BEEN GIVEN

The letter dated 30 September 2019, has reference.

House no 25526 Thabong : Account number : 10816694

Investigation was conducted to determine the reason why the water meter was removed. The Section keep record of all work conducted by Plumbers on a daily basis, but no record could be found that the Water Demand team removed the water meter from the premises. In this case, we gave the resident the benefit of the doubt and installed a new water meter on 2 October 2019. Information regarding the new water meter was submitted to the Finance department for capturing on the financial system and the water consumption will be monitored and charged to the account, in line with the relevant policy.

However, financial records regarding the services account indicates that the removal of the water meter in 2016, cannot be the reason why the resident is not paying for services, because as can be seen on **Annexure 1**, the municipality did not receive any payment on this account for all services since July 2004. Also note that an amount of R17 610,61 was already owed to the municipality in July 2004.

House no 25527 Thabong : Account number : 10882625

Investigation was conducted to determine the reason why the water meter was removed. The Section keep record of all work conducted by Plumbers on a daily basis, but no record could be found that the Water Demand team removed the water meter from the premises.

installed a new water meter on 2 October 2019. Information regarding the new water meter was submitted to the Finance department for capturing on the financial system and the water consumption will be monitored and charged to the account, in line with the relevant policy.

However, financial records regarding the services account indicates that the removal of the water meter in 2016, cannot be the reason why the resident is not paying for services, because as can be seen on **Annexure 2**, the municipality did not receive any payment on this account for all services since July 2004. Also note that an amount of R14 322,16 was already owed to the municipality in July 2004.

House no 25538 Thabong : Account number :

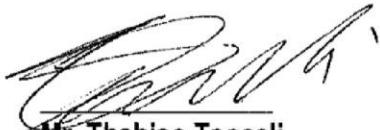
Investigation was conducted to determine the reason why the water meter was removed. The Section keep record of all work conducted by Plumbers on a daily basis, but no record could be found that the Water Demand team removed the water meter from the premises. In this case, we gave the resident the benefit of the doubt and installed a new water meter on 2 October 2019. Information regarding the new water meter was submitted to the Finance department for capturing on the financial system and the water consumption will be monitored and charged to the account, in line with the relevant policy.

However, financial records regarding the services account indicates that the removal of the water meter in 2016, cannot be the reason why the resident is not paying for services, because as can be seen on **Annexure 3**, the municipality did not receive any payment for all services on this account since July 2004. Also note that an amount of R25 509,29 was already owed to the municipality in July 2004.

House no 25545 Thabong : Account number : 10771502

Investigation was conducted to determine the reason why the water meter was removed. The Section keep record of all work conducted by Plumbers on a daily basis, but no record could be found that the Water Demand team removed the water meter from the premises. In this case, we gave the resident the benefit of the doubt and installed a new water meter on 2 October 2019. Information regarding the new water meter was submitted to the Finance department for capturing on the financial system and the water consumption will be monitored and charged to the account, in line with the relevant policy.

However, financial records regarding the services account indicates that the removal of the water meter in 2016, cannot be the reason why the resident is not paying for services, because as can be seen on **Annexure 4**, the municipality only received an amount of R2 840 for all services rendered between July 2004 and September 2019. Also note that an amount of R17 511.27 was already owed to the municipality in July 2004.



Mr. Thabiso Tsoaeli
Municipal Manager

Account No.		Customer Name		Address		City		State		Zip		Phone		Fax		Email		Comments		Last Update		Last Update Date		Last Update User		
10816694 RE	RESIDENTS	200911	4818.33	77.07	0	0	0	0	0	87.13	0	578.0	0	0	0	30.21	0	5080.21	0	\$102.21	HARSHANIL	1	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	200912	5000.00	72.57	0	0	0	0	0	87.13	0	578.0	0	0	0	32.14	0	5388.04	0	\$1338.04	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	200913	3018.04	72.67	0	0	0	0	0	87.13	0	578.0	0	0	0	44.13	0	5562.83	0	\$1972.83	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	201002	5592.83	72.67	0	0	0	0	0	87.13	0	578.0	0	0	0	30.09	0	5318.59	0	\$1318.59	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	201003	5851.59	72.67	0	0	0	0	0	87.13	0	578.0	0	0	0	38.28	0	6332.24	0	\$872.24	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	201004	6312.01	72.67	0	0	0	0	0	87.13	0	578.0	0	0	0	40.35	0	6558.08	0	\$878.08	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	201007	2000.00	72.67	0	0	0	0	0	87.13	0	578.0	0	0	0	40.05	0	6000.77	0	\$600.77	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	201008	6624.08	72.67	0	0	0	0	0	87.13	0	578.0	0	0	0	40.05	0	6000.77	0	\$600.77	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	201009	6900.77	82.88	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	7129.35	0	\$1329.35	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	201010	7178.35	83.88	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	7419.83	0	\$1349.83	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	201010	7459.41	83.88	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	7742.24	0	\$1342.24	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	201010	7730.47	83.88	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	8014.23	0	\$874.23	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	201011	8034.29	83.88	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	8036.33	0	\$868.33	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	201012	8084.19	83.88	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	8594.4	0	\$8594.4	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	201013	8598.8	83.88	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	9111.45	0	\$111.45	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	201013	8818.8	83.88	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	9192.82	0	\$192.82	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	201014	9031.04	83.88	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	9273.24	0	\$273.24	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	201014	9241.24	83.88	0	0	0	0	0	90.5	0	602.2	0	0	0	52.74	0	10511.84	0	\$10511.84	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	201015	10031.01	83.88	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	10429.49	0	\$10429.49	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400
10816694 RE	RESIDENTS	201015	10311.27	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	10542.87	0	\$10542.87	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201015	10541.17	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	10681.23	0	\$10681.23	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201015	11011.12	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11075.73	0	\$1075.73	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201016	11072.71	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11081.73	0	\$1081.73	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201016	11085.86	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11092.25	0	\$1092.25	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201017	11311.27	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11317.73	0	\$1317.73	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201017	11377.73	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11384.29	0	\$1384.29	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201018	11381.56	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11388.16	0	\$1388.16	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201018	11391.18	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11391.5	0	\$1391.5	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201018	11404.5	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11404.87	0	\$1404.87	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201018	11404.87	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11405.25	0	\$1405.25	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201019	11411.27	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11411.73	0	\$1411.73	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201019	11414.94	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11415.35	0	\$1415.35	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201019	11418.47	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11418.87	0	\$1418.87	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201019	11419.47	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11419.87	0	\$1419.87	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201019	11420.47	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11420.87	0	\$1420.87	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201019	11421.87	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11422.25	0	\$1422.25	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201019	11422.25	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11422.63	0	\$1422.63	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201019	11423.63	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11424.01	0	\$1424.01	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201019	11424.01	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11424.39	0	\$1424.39	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201019	11424.39	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11424.77	0	\$1424.77	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201019	11425.15	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11425.53	0	\$1425.53	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201019	11425.53	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11425.91	0	\$1425.91	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201019	11426.91	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11427.29	0	\$1427.29	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201019	11427.29	0	0	0	0	0	90.5	0	602.2	0	0	0	43.5	0	11427.67	0	\$1427.67	HARSHANIL	0	1x=25	10000 THAB0896 VAD001	RATES-HC	1400	
10816694 RE	RESIDENTS	201019	11428.65	0	0	0	0	0	90.5	0	602.2															



TO:
Mayor
Matjhabeng Local Municipality
Cllr Nkosenjani Speelman

Municipal Manager
Cllr Elias Tsoaeli

FROM:
Cllr Susan Taljaard
Councillor
FF Plus

20 August 2019

Question for written reply

Cllr Taljaard to ask the municipal manager:

1. How many water (in liters) were lost owing to leakages during the 2018/2019 Financial year in the Matjhabeng local municipality,
2. What does the mentioned lost water amount to in Rand during the mentioned financial year?
3. Whether the municipality implemented corrective measures in order to prevent further losses, if not, why not, if so,
 - a. what are the relevant details, and
 - b. what is the current status of mentioned measures?

Regards

Cllr Susan Taljaard
 Councillor
 FF Plus



VF Plus Hoofkantoor

[a] Gebou 8, Highveld Office Park,
 11 Charles de Gaulle Crescent,
 Gauteng, 0169, Suid-Afrika
 [p] Postbus 67391, Highveld Park, 0169
 [t] +27 12 665 0564 [f] +27 12 665 2420
 [w] www.vfplus.org.za [e] info@vf.co.za

VF Plus Vrystaat

[a] Southern Life Plaza, Charlotte Maxekestraat,
 4de vloer, Suid-Vleuel, Bloemfontein, 9301
 [p] Postbus 655, Bloemfontein, 9300
 [t] +27 51 407 1104 / 430 1685
 [f] +27 51 430 7031 / 086 531 9002
 [w] www.vfplus.org.za [e] volk@global.co.za



**Unrepresented Nations and
 Peoples Organization**

Die Vryheidsfront Plus is 'n lid van UNPO
 The Freedom Front Plus is a member of UNPO

MATJHABENG



**Municipality
Munisipaliteit**

P O Box 708
Welkom, 9460
South Africa

**Mmasepala
Umasipala**

Tel : (057) 3913416
E-mail : mm@matjhabeng.co.za

Office of the Municipal Manager

Enquiries / Navrae / Dipatlisiso: Mr T Makofane

Room no / Kamer nr / Kamore ya: 224

Date / Datum / Letsatsi: 2019-10-07

Your Ref / U Verw / Ho ya ka bona:

Our Ref / Ons Verw / Ho ya ka Rona:
19/2/3/2

VF PLUS Free State
PO Box 655
BLOEMFONTEIN
9300

Attention: Cllr Susan Taljaard

SUBJECT: QUESTIONS ON WHICH NOTICE HAVE BEEN GIVEN

The letter dated 20 August 2019, has reference.

The Infrastructure Department is currently in the process to compile an item regarding water losses experienced by the Municipality during the 2018/19 financial year. A detailed report regarding water losses as well as planned remedial actions, will be submitted to the next Section 80 Portfolio Committee for Technical Services.

We therefore humbly request that our respond to your questions be postponed until the report is completed and submitted to the next Section 80 Portfolio Committee for Technical Services.

Mr. Thabiso Tsoaeli
Municipal Manager

MEMORANDUM OF UNDERSTANDING

ENTERED INTO

BY AND BETWEEN

THE FREE STATE PROVINCIAL GOVERNMENT

**Hererin represented by The Premier, Ms SH Ntombela,
and hereinafter referred to as “FSPG”**

AND

**CELL C (PTY) LTD, A PUBLIC COMPANY INCORPORATED AS
SUCH IN ACCORDANCE WITH
THE COMPANY LAWS OF THE REPUBLIC OF SOUTH AFRICA
WITH REGISTRATION NO. 1999/007722/06**

Hereinafter referred to as “CELL C”

(jointly hereinafter referred to as “the Parties”)

WHEREAS CELL C is desirous to provide:

- A quality high speed WiFi Network that enables any individual to connect to the Internet and by extention to each other at multiple occasions nationally, and
- The platform to deliver innovative marketing solutions, meaningful analytics and customer engagement models, and
- A model to leverage the express WiFi Network to offer marketing services in form of videos, augmented reality, campaigns, etc. to corporates, while enriching user experiences by applying analytical data.

WHEREAS the FSPG is committed to facilitate access to the Internet by the people of the Free State at the lowest possible costs and to ensure effective and efficient communication between itself and the communities of the Free State;

NOW THEREFORE the Parties hereto agree as follows:

1. COMMITMENTS

- 1.1 The Parties hereby commit themselves to work together to develop a sustainable model through which the project can be implemented.
- 1.2 The FSPG shall, through its constitutional obligation to foster inter-governmental relations, engage with the relevant Municipalities in order to add value to the model to be developed.

2. PROJECT

The envisaged project will include all or any of the following:

- 2.1 Establishing public access WiFi locations.
- 2.2 Creating public access WiFi zones allowing for more connected citizens.
- 2.3 The creation of a network of connected devices and citizens throughout the Free State, Provincial Government and the relevant Municipalities.
- 2.4 Improve access and Internet connectivity, especially for disadvantaged and impoverished communities, improving education, awareness and communications between the FSPG and the people of the Free State without consuming airtime or any other costs.
- 2.5 Such other activities which may be necessary or required to accomplish the above.

3. STEERING COMMITTEE

The Parties to this Agreement will establish a Steering Committee that will consist of:

- 3.1 The representatives from the FSPG, designated by the Office of the Premier;

- 3.2 CELL C representatives; and
- 3.3 Representatives from the relevant Municipalities, designated by the Council of such Municipality.
- 3.4 The representatives so designated of the Office of the Premier will be the Convenor of the Steering Committee.
- 3.5 The first meeting of the Steering Committee will take place not later than one month from the date of the signing of this Memorandum of Understanding.

4. DISPUTE RESOLUTION

- 4.1 The Parties mutually undertake to use their best endeavours to settle any dispute, which may arise between them through discussion and negotiation.
- 4.2 If the Parties are unable to resolve any dispute via discussion and negotiation, then, by mutual agreement, the dispute shall be subject to mediation by a Mediator appointed through mutual consent by the Parties.
- 4.3 If the dispute cannot be resolved through mediation or the Parties cannot agree to the appointment of a suitable Mediator, any of the Parties may take such action as the Party may deem appropriate.

THUS SIGNED on this 06th day of May 2019 at Bloemfontein



.....
WITNESS



.....
Ms SH NTOMBELA
Premier: FSPG



.....
WITNESS

THUS SIGNED on this 6th day of May 2019 at Bloemfontein



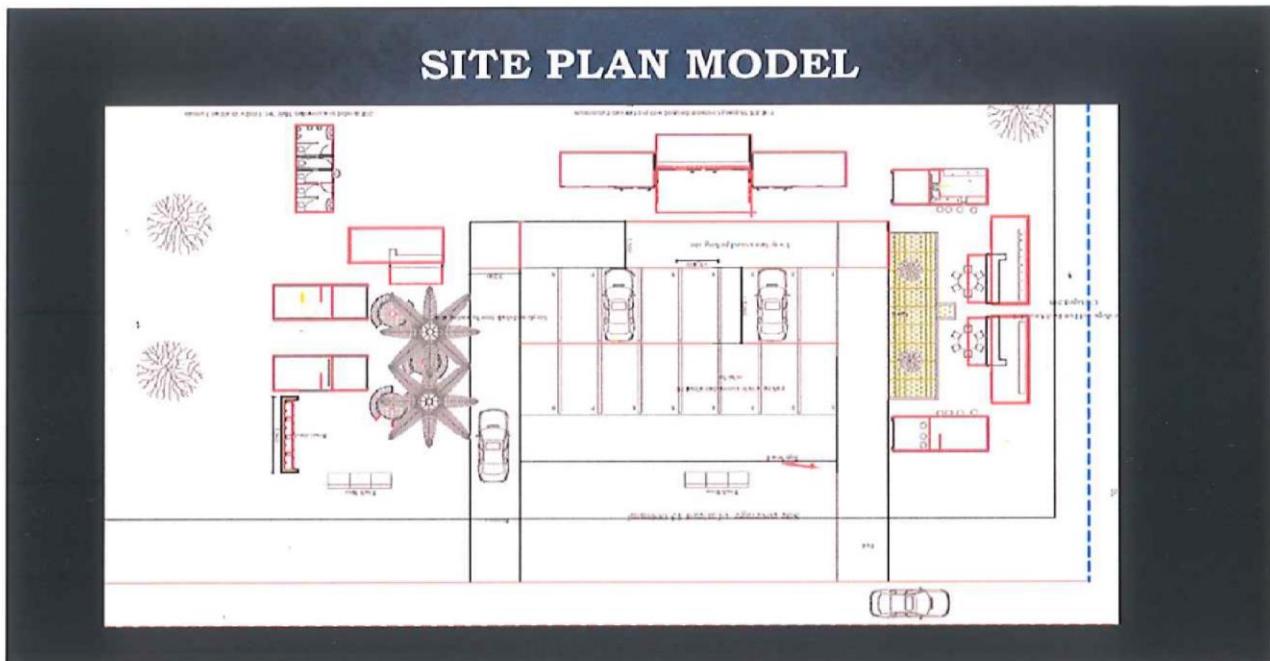
.....
WITNESS



.....
CELL C (Pty) Ltd



.....
WITNESS



SMME Capacity Development

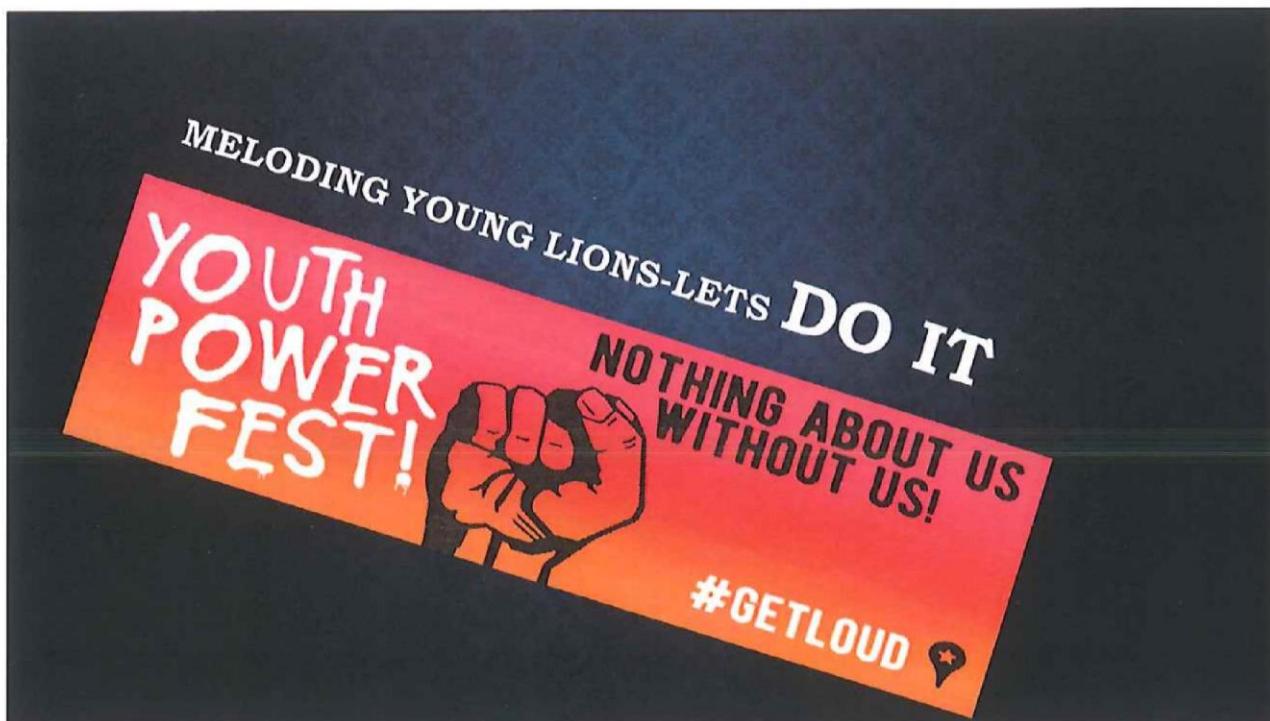
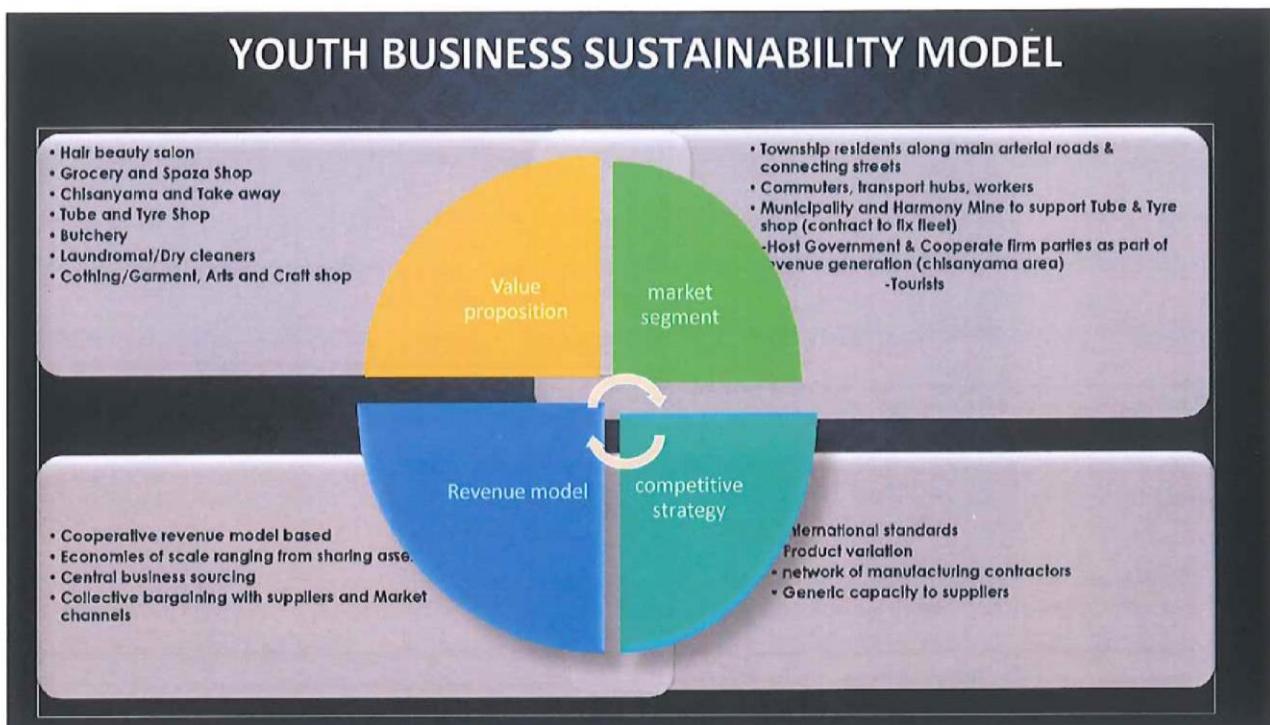
Youth Business Corner Management	SMME (Contract Manufacturers)
Business Development	Tools, Equipment and Machinery Training, Capacity development, Company Registration
Supply Chain and Contracting	Marketing, Branding
Asset Management	Research and Development
Demand Planning	Entrepreneurship

SMME SELECTION CRITERIA

Entrepreneurial (50% Weight)	Technical (50% Weight)
Matjhabeng-Melodong-Ward based	Technical Experience
Conduct Entrepreneurial Assessment	Technical Training and potential Qualifications (SETA) or any accredited certificate
Type of products, Beauty hair salon, chisanyama, Butchery, Dry Clean, Tyre & Tube	Developed Products (already in operation) OR Similar Initiative in the past but struggled to succeed
In operation for 1 year +	Designed Product
Type of products, Beauty hair salon, chisanyama, butchery, Dry Clean, Tyre & Tube	Developed Products (already in operation)

POTENTIAL IMPACT ASSESSMENT

IMPACT	DESCRIPTION
Strengthening of the SMME sector	It is anticipated that the establishment of the SMME Hub will improve the capacity of the tenants of the facility. The training and capacity building programmes is likely to also positively influence the informal business sector as well
Strengthening the SMME sector is in line with the Municipality Strategic planning for the area	The establishment of an SMME hub will strengthen linkages between the SMMEs and the existing manufacturing sector. The studies suggested that the growth of the SMME sector will also improve linkages between the informal small business sector and the established formal sector
Increased job opportunities	The proposed Hub has the potential to create more than 70 jobs.
Increasing the municipal rates base	The establishment new business hub and will broaden the municipal rates base
Supporting the overall economic development	There are at present development initiatives in the area, including Youth Development, Educational, Business and other initiatives. This development is aligned and supports the growth of the area.



A35/2017

**SMME DEVELOPMENT – PILOT PROJECT YOUTH BUSINESS CORNERS
(EXECUTIVE MAYOR) (15/2/3/53)**

PURPOSE

To request support and approval from Council on a pilot project to plan and develop business youth corners in Matjhabeng townships piloting it in Meloding to test the concept.

DISCUSSION

The Executive Mayor presented the item to Council.

COUNCIL RESOLVED: (22 MARCH 2017)

1. That Council **TAKES NOTE** of the project.
2. That necessary technical support from other departments **BE RENDERED**.
3. That the project **BE REFLECTED** in the IDP and Budget.

A36/2017

**ESTABLISHMENT OF MATJHABENG ECONOMIC ADVISORY COUNCIL
(EXECUTIVE MAYOR) (3/3/19)**

PURPOSE

To request Council to consider the establishment and selection of members of Matjhabeng Economic Advisory Council (MEAC) and recommend for Council's endorsement.

- The main purpose of the council is to advise the municipality on goals and objectives that further economic development within the municipality
- Council members advise the municipality on economic development and opportunities and represent their interest. The council consists of 20 members of which 4 members serve as office bearers, and with 2 members nominated from each municipal's 5 economic development.
- Members serve three year terms and can be reappointed

DISCUSSION

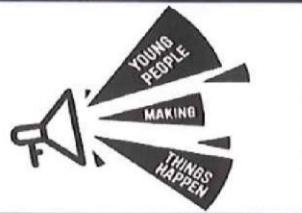
The Executive Mayor presented the item to Council.




MELODING YOUTH BUSINESS CORNER

BRIEF PRESENTATION

26/09/2019

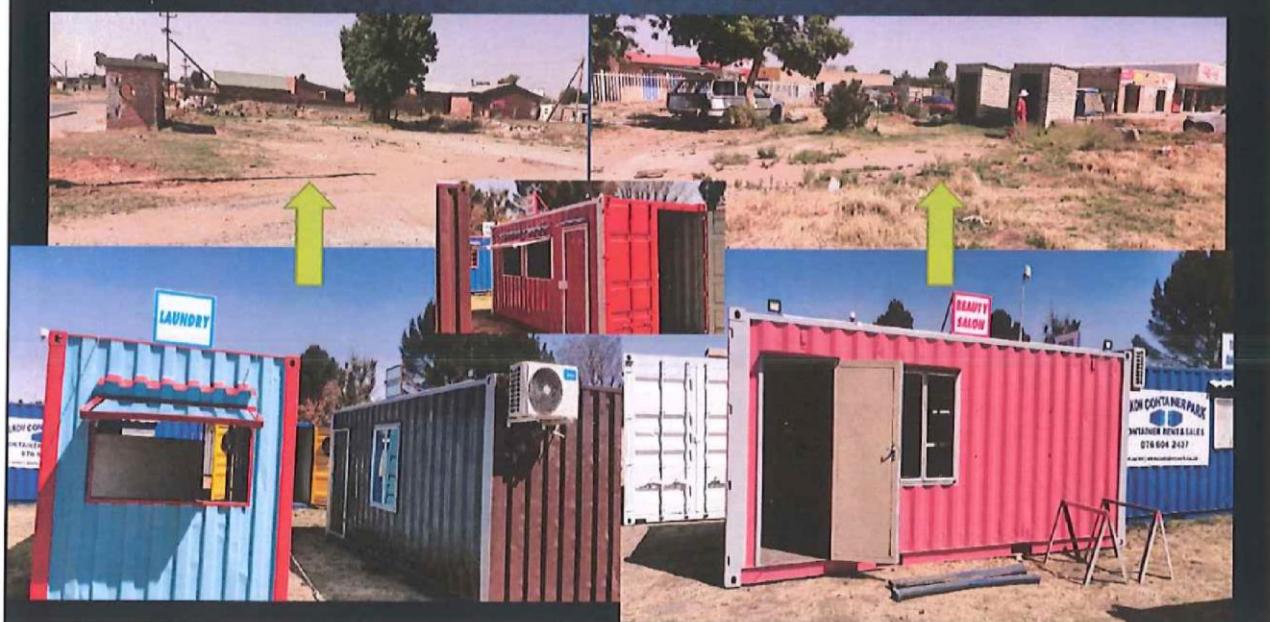
CONTEXT

- ❖ Addressing challenges confronting people of Matjhabeng, Meloding in this case, particularly young people are one of the central endeavours that must be unleashed by all stakeholders with resources
- ❖ Establishing business youth corner or hub is one of the key interventions to address stringent structural economic problems facing youth people located in townships
- ❖ Youth in township areas suffer from apathy, unemployment, struggle for basic services, and vulnerability to array of social ills such as drug abuse, unsafe sex; lack of proper training, scarce opportunities to engage labour market and are not exposed to contemporary information pertaining to bettering lives
- ❖ Considering the socio-economic status quo and negative growth outlook as narrated above, it seems and deems fit to suggest that the envisaged youth business corners central to efforts to curb some economic calamity
- ❖ The working collaboration between Matjhabeng Municipality and Harmony Gold must manifest in proper deployment of much needed resources to implement Meloding youth business corner concept
- Youth Business Corners is linked to breaking cycle of dependency on government social wage and grants, and response to
 - i. National Development Plan poverty alleviation,
 - ii. Youth development Policies and Strategies
 - iii. SMME development Plans
 - iv. Free State PGDS, MLM IDP, LED,
 - v. Township Economies strategies,
 - vi. Recycling money into the Township,
 - vii. consolidation buying power within,
 - viii. Township Economic Restructuring and Beautification,
 - ix. creating massive circulation and livability and
 - x. unleashing Youth Entrepreneurship

TYPE OF POTENTIAL BUSINESSES

- ❖ Car Wash
- ❖ Chisanyama
- ❖ Butchery
- ❖ Grocery Shop
- ❖ Hair Salon
- ❖ Laundromat
- ❖ Upholstery Shop
- ❖ Tyre and Tube Repair
- ❖ Auto Repair And Auto Spares Business
- ❖ internet café shop
- ❖ Cellphone Shop/Sale Of Call Cards And Data Bundles
- ❖ Gourmet Business, arts and craft
- ❖ Drinks And Table Water Retailing Business,
- ❖ Ice Cream Shop,
- ❖ Retailing Frozen Food Mart,
- ❖ Home Upgrading And Repairs (Plastering, Tiling, Electrical Installations, Insulation, Energy-saving Light Bulbs, Solar Panels)
- ❖ Distribution And Delivery Of Goods
- ❖ Related Business Related To Small Manufacturers

ERF 589 SITE



MATJHABENG

Municipality
Umasipala
P O Box 708
Welkom, 9460
South Africa



Mmasepala
Munisipaliteit
Tel : (057) 916 4137/4071
Fax : (057) 357 4393
Olyn.Dikagisho@matjhabeng.co.za

OFFICE OF THE MUNICIPAL MANAGER

Date: 24 April 2018

Enquires: B. Golele

Mr. L. Shabe
Senior Manager Socio Economic Development
Hamony Gold Mine
P. O. Box 1
Glen Harmony
9431

Dear Sir,

RE; Motivation letter: Appointment of Ingqayi Design Economic Partnership (IDEP) to facilitate Matjhabeng Youth Business Corners

This letter serves as a motivation for your good office to consider appointing Ingqayi Design Economic Partnership to facilitate Matjhabeng Youth Business Corners as project managers. The dedication of the organisation to Matjhabeng Local Municipality is well documented.

The company has been in the forefront of assisting Matjhabeng Municipality LED, Planning and Human settlement across functions within enterprise development, investment strategies, array of presentation within regional economic development, investment strategies and spatial restructuring on behalf of the Municipality. The company also assisted the Municipality in drafting of Terms of Reference of the Matjhabeng Economic Advisory Council. Recently the company assisted in the draft Terms of Reference for Investment Policy Incentive Scheme that needs to be updated.

It is in this context that we motivate the appointment of Ingqayi Design Economic Partnership to conduct Youth Business corners as project managers following your supply chain processes. The duties will include base information such as concept document, market research, business survey, business plan, selection of businesses and entrepreneurs, set up the criteria for beneficiation, concept design, architectural design, planning, costing, management, tender documentation, construction, supervision and hand over certificates and advisory on the ongoing nurturing of businesses for sustainability.

Yours faithfully,

Mr. Thabiso Tsoaeli
MUNICIPAL MANAGER



HARMONY GOLD MINING COMPANY LIMITED
 Randfontein Office Park P O Box 2, Randfontein, 1780
 Cnr Main Reef Road and Ward Johannesburg, South Africa
 Avenue, Randfontein, 1759

T +27 11 411 2000
 F +27 11 692 3870
 W www.harmony.co.za

NYSE trading symbol HMY
 JSE trading symbol HAR

Ingqayi Design Economic Partnership
 120 Invicta Road,
 MIDRAND
 2091

By e-mail: websta80@gmail.com
Mpepu@ldep.co.za

ATTENTION: Mr M. Pepu

1 April 2019

Dear sir

**NOTIFICATION OF CONTRACT AWARD. CONTRACT HG/19/03/0050, FOR THE
 IMPLEMENTATION OF YOUTH BUSINESS CORNERS AND SMME SUPPORT.**

We wish to advise that Ingqayi Design Economic Partnership has been awarded a Contract under contract number HG/19/03/0050 for the implementation of youth business corners and SMME support, subject to special conditions of contract and all annexures thereto as well as the following conditions: -

SCOPE OF WORK

The implementation of youth business corners and SMME support.

COMMENCEMENT AND DURATION OF CONTRACT

Notwithstanding the date of signature hereof, the Agreement shall be deemed to have commenced on 1 April 2019 and shall remain in full force and effect until 31 October 2019.

Either Party shall have the right to cancel this Agreement for any reason whatsoever by giving the other Party 30 (thirty) Days written notice of cancellation calculated from the date of delivery of the cancellation letter and the Parties agree that neither Party shall have any right in law to claim any damages from the other Party as a consequence of such cancellation of this Agreement.

Directors: PT Motsepe* (Chairman), JM Mošoba* (Deputy Chairman), PW Steenkamp (Chief Executive), F Abbott (Financial Director), HE Mashego (Executive Director), JA Chissano*, FFT De Buck*, KV Dicks*, Dr OSS Lushaba*, M Msingwa*, JL Welton*, AJ Wilkens*, KT Nondumo*, VP Pillay*, MV Sisulu*
 *Non-Executive; *Mozambican

Secretary: Riana Bischoff

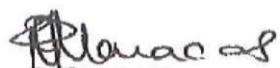
Registration Number: 1950/030232/06

A handwritten signature in black ink, appearing to read "Riana Bischoff".

The formal Agreement, containing Harmony Gold Mining Company Limited's special and general conditions of contract as well as Code of Conduct, and any other conditions that may be agreed, for which the above number has been reserved will be processed and forwarded to you with the minimum delay.

Kindly acknowledge your written receipt and acceptance of this document

Yours sincerely


R Manacas
Commodity Cluster Leader - Services
Harmony Gold Mining Company Limited

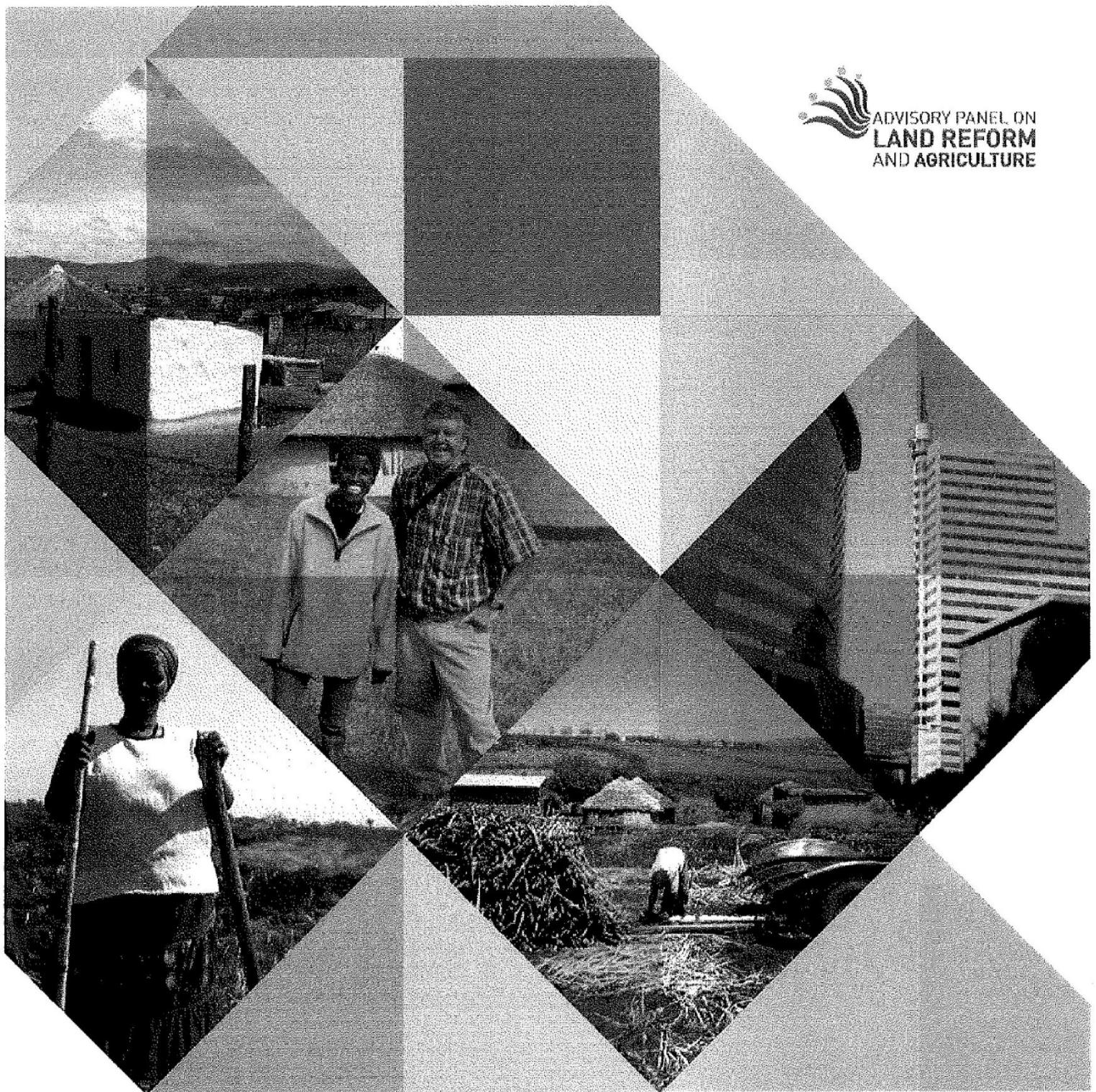


MATJHABENG LOCAL MUNICIPALITY STRATEGIC PLANNING SESSION
19 -20 SEPTEMBER 2019
RHINO'S REST GUEST HOUSE, WELKOM

THEME – “Good governance in building the municipality we want”

PROGRAMME – DAY 1

TIME	ITEM	PRESENTER
08:00am – 09:00am	Tea -Breakfast	All
09:00am – 09:15am	Welcome and Outlining Agenda	Programme Director, MMC M.L. Radebe
09:15am – 09:30am	Opening Prayer	Rev Ledimo
09:30am – 10:30am	Setting the tone of the Strategic Planning	Executive Mayor, Cllr N.W. Speelman
10:30am – 11:00am	Presentation on state of the Municipality	Municipal Manager, Mr E.T. Tsoaeli
11:00am – 11:20am	Presentation	DARD
11:20am – 12:00pm	Discussions & inputs to the MM's presentation	All
12:00pm – 13:00pm	Presentation on SLP Projects & Draft LED Strategy for Matjhabeng	Harmony Mine & Urban-Econ
13:00pm – 13:15pm	Presentation on SLP Projects & Road Safety Programme	Sibanye Stillwater
13:15pm – 14:00pm	Lunch Break	All
14:00pm – 14:30pm	Presentation	MISA
14:30pm – 15:00pm	Clarity Seeking Questions	All
15:00pm – 15:30pm	Breaking into Commissions: <ul style="list-style-type: none"> - Local Economic Development - Good governance & Public Participation - Municipal Institutional Development and Transformation - Municipal Financial Viability & Management - Basic Service delivery 	All
15:30pm – 16:00pm	Wrap up	Facilitators
16:00pm – 16:30pm	Word of appreciation	Executive Mayor



**FINAL REPORT OF THE PRESIDENTIAL ADVISORY
PANEL ON LAND REFORM AND AGRICULTURE**

04 MAY 2019

FOR HIS EXCELLENCY THE PRESIDENT OF SOUTH AFRICA



HLP 2017 220



In light of this, a new Redistribution Bill (also referred to by some as a Land Reform Framework Bill) is proposed – similar to an idea that was proposed by the High Level Panel. Among the purposes of the Bill will be to operationalise and define the right of equitable access to land, determine the responsibilities of different spheres of the State, and demand open and transparent processes for selecting beneficiaries.

Given that the state has limited resources, the panel proposes that available budget be rationed across different priority needs. While urban land reform will be financed through a variety of mechanisms, rural and agrarian reform should distinguish between four categories of landholders and farmers as set out in the State Land Lease and Disposal Policy of 2013. We propose that over half of the available budget for land reform for agricultural purposes should be rationed as illustrated in this Table. The rationale for this distribution is to prioritise the most needy, while giving less to those who can leverage private resources (see Finance section).

To match supply with demand, it will be necessary that, informed by the identification of areas where there is high demand for land, there must be state-driven processes to map land – including privately-owned land – that could meet identified needs. This can be broad categories of land, or even specific properties. Inclusion of the landless in identifying such land is a crucial part of democratising the land reform process.

WHERE SHOULD THE LAND COME FROM

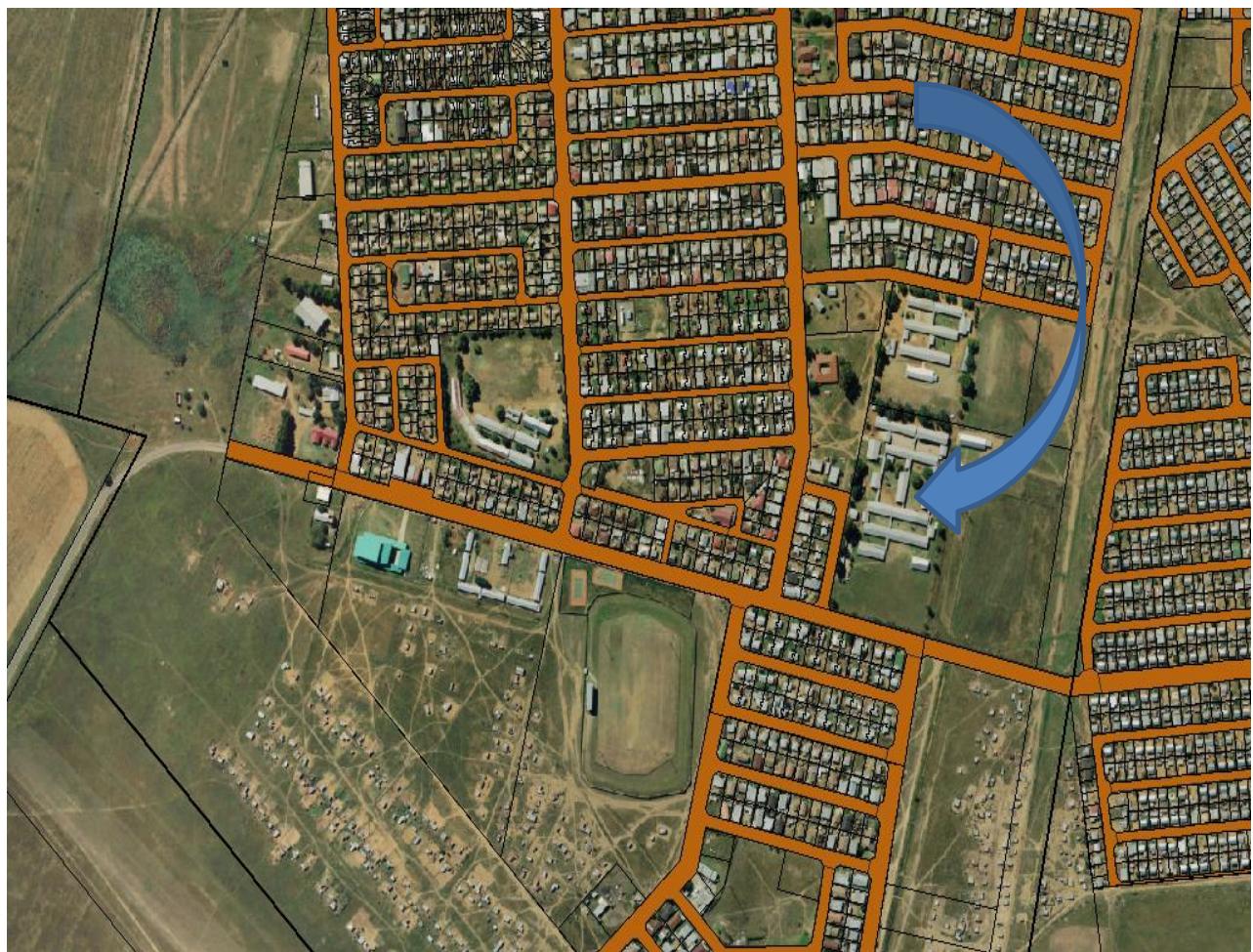
A key question is how the system can avail land for immediate use for land reform recipients, in addition to the broader questions of land acquisition and allocation. The premise is that every South African realises the impact of landlessness and the need to reform land ownership patterns through various models, as a conscientious contributor, or a responsible recipient. The options that can be followed are diverse and can be tailor-made for each persons' unique circumstances, but most importantly, the State must implement mechanisms where all contributions to this critical 'restoration' process are directly or indirectly incentivised.

CONCEPTUALISING A LAND DEPOSITORY

The panel proposes a voluntary release of underutilised land by mines, churches, municipalities, SOEs, government departments, absentee landlords and general landowners, directly to beneficiary households, communities, individuals, or to the proposed Land Depository, which may or may not be linked to the Land Bank). The Land Depository is proposed to keep a proper record of all of land parcels contributed and provide a certificate for recognition to the donor or institutions availing land. The certificate must entitle the holder to benefits such as procurement preferences, or a wide range of preferential financial arrangements, which may include tax and zoning incentives. The Land Depository will, in collaboration with communities, local farmers' associations, financiers, and commodity organisations allocate the land to beneficiaries in a decentralised manner in collaboration with government and without patronage, using the recommendations of District Land Committees envisaged in the National Development Plan. A key driver that would enable the effective and efficient process of land transfer would be to transform current sub-division laws (the sub-division of Agricultural Act discussed previously).

At the same time, clear criteria for beneficiary selection should be in place. As discussed in a separate section of this report, it is vital that a demand-led programme be followed that places the beneficiaries' needs and aspirations at the forefront. If beneficiaries are paired with land parcels that are not aligned to their needs and aspirations, then they are being set up to fail. A needs assessment, followed by a means test must be placed at the forefront before a beneficiary is paired with a land parcel. Support systems through agribusinesses, commercial farmers, mining companies, property developers, churches, and municipalities should be instrumental in operationalising these newly established farming enterprises or housing developments.

The financial contribution to kick-start this process is proposed to be funded through the envisaged Land Reform Fund (discussed in a separate section of this report). These financial arrangements should happen on preferential terms (such as deferred interest payments and subsidised interest). In addition, a state guarantee for these on-lended funds could act as collateral to ease the access to finance for new entrants in the land reform space.

LOCATION PLAN ERF 1132 PHOMOLONG:

PHOMOLONG ERF 1132: CURRENT SITUATION



Joint letter

This letter serves as joint letter application for site no : 1132 by the following applicants.

*All parties agreed that they will bear all the necessary costs of developing the portion allocated to them based on the diagram/lay out plan.

*Sub division costs will be handled by the applicants of all five segmented areas.

*The applicants propose the following option in terms of purchasing the site number 1132.

_lease to buy option

_straight purchase

_hawkers permit(The applicants also agreed that they will not erect permanent structures until they purchase the land they operate at)

*Each applicant agreed to pay municipal services and will also appreciate to have sort of lease agreement to apply for electricity from Eskom.

(A)OK Franchise for grocery shop : Mr T. Tsiane

(B)Internet café and computer classes : Mrs K. Mokobori

(C)Fast food outlet : Mr H. Phukuntsi

(D)Church : Mr T. Lempe

(E)Fast food outlet, handbags and earrings : Mr P. Leeuw

(F)Park behind library : Matjhabeng Municipality

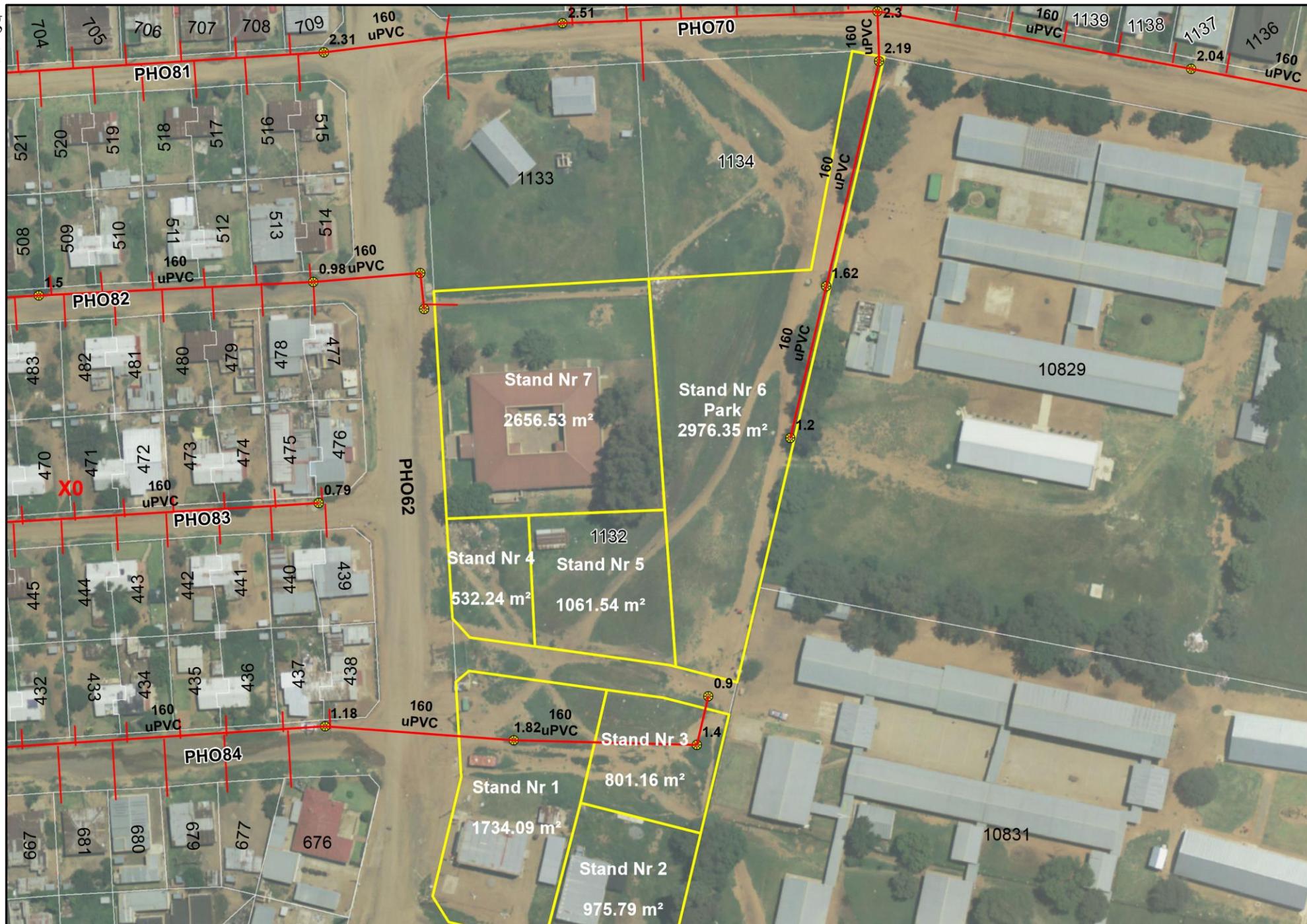
Initial/Surname	Name of organisation	Cell no	Email address	Signature
(A) ST Tsiane	Optene Group	0719853054	papi.tsiane@gmail.com	Tsiane
(B) K.E. Mokobori	Eagle Aftercare	0730952195	Kholekamakoti13@gmail.com	
(C) H.P. Mewana		0734092886	gantsiphiwe.mewana@gmail.com	Mewana
(D) T.G LEMPE	The New Holistic Zulu Church	0781877668	tgadilempa@gmail.com	LeMpe
(E) P. Leewu	RONA HE LEZOKO	0822213015	luleewu@des.gov.za	Leewu
(F)				
Witness	Moeshethabong Municipality	0638903841	LeketlaneofMFmohale@gmail.com	
Witness	Council Work	0780073056	danzekopela@gmail.com	

Matjhabeng
Phomolong
Stand 1132



Scale n.t.s.

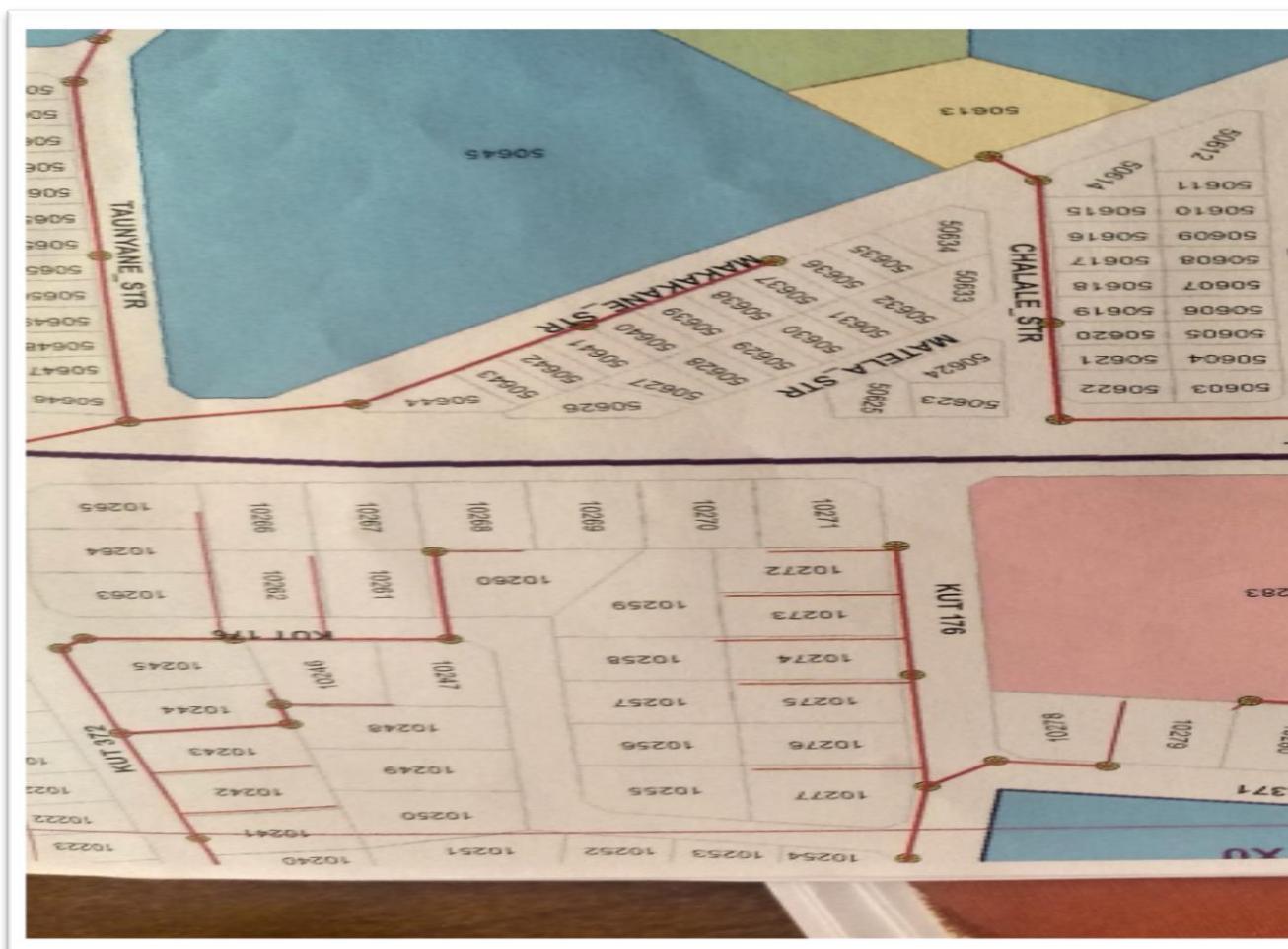
14-11-2019



Legend

- SEWER_LINES
- MANHOLES
- Subdivision

- It is our belief that this business initiatives will promote the spirit of black economic empowerment, radical economic transformation and also part of access to land expropriation, be able to exposed to the businesses which were traditionally owned by white community.
 - Stand 10284 and 10283 are centrally and strategically situated along the busy main road of Du Plessis Road, Motsie and Menong Streets both connect to Du Plessis Road and its between Block 4 and Block 7.



(Site Plan: 10284 & 10283)

1. PROPOSAL FOR ESTABLISHMENT OF KUTLOANONG SHOPPING CENTRE ON STAND 10284

- We are proposing to develop and construct Kutloanong Shopping Centre (KSC-Centre) or Mall on Stand 10284.
Kutloanong Township, Odendaalsrus between Block 4 & 7.

MUNICIPALITY UMASIPALA

6 Dagbreek Hof
Burgher Street
Dagbreek
WELKOM 9459



MASEPALA MUNISIPALITEIT

Tel: (057) 3524046
Cell: 0824914052
Fax: 0866920367
E-mail: piet.botha@vodamail.co.za

Raadslid/Councillor PF Botha

12 November 2019

The Municipal Manager
Matjhabeng Local Municipality
PO Box 708
WELKOM
9460

By hand & E-Mail

Dear Mr. Tsoaeli,

MOTION TO HAVE ALL THE MEDIA NEWS CONTRACTS DECLARED NULL & VOID
In accordance with Rule 54 of the Standard Rules and Orders as adopted, I hereby submit a motion for inclusion in the Agenda of the Council meeting next ensuing.

Your attention is drawn to Rule 55(1) which states that the motion must be included in the agenda for the first ordinary council meeting next ensuing.

PURPOSE:

To have the contract with The Media News (TMN) signed on 18 May 2018 declared null and void.

BACKGROUND:

On 2 May 2017 an agreement was concluded between Matjhabeng Municipality and The Media News (TMN). Subsequent to that a “new” agreement was entered into on 18 May 2018 (copy attached) when a motion was brought by me to have the contract declared null and void because it did not comply with the MFMA section 33(1) and was carried by Council on 31 May 2018.

This contract was entered into by way of “deviation” and no tenders were advertised to give other companies with similar competencies a chance to make presentations and submit tenders. The Municipal Supply Chain Management Regulations of the MFMA, regulation 36 directs as follows:

“36 Deviation from, and ratification of minor breaches of, procurement processes

(1) A supply chain management policy may allow the accounting officer –

- (a) to dispense with the official procurement processes established by the policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only—
- (i) in an emergency;
 - (ii) if such goods or services are produced or available from a single provider only;
 - (iii) for the acquisition of special works of art or historical objects where specifications are difficult to compile;
 - (iv) acquisition of animals for zoos; or
 - (v) in any other exceptional case where it is impractical or impossible to follow the official procurement processes; and
- (b)
- (2)

As can be seen from the above this specific contract did not meet any of the deviation criteria and the Municipal Manager should have gone out on tender.

Further to this;-

- B) Section 3.39 of Council's Supply Chain Management Policy states that “No goods, services or the execution of work –
- (a) the estimated cost of which is likely to exceed R 200,000 (VAT included); or
 - (b) involving the entering into by the Municipality of a long-term contract shall be acquired unless a competitive bidding process has been followed.”

What is clear is that this should have gone out on tender and be subjected to the different bid committees as it prescribed to in the Supply Chain Management Regulations in the MFMA. By not doing this the Municipal Manager transgressed the Law and should be charged for that.

- C) Section 13 of the Municipal Systems Act No. 32 of 2000 states:
- “Publication of by-laws.—A by-law passed by a municipal council—
- (a) must be published promptly in the Provincial Gazette, and, when feasible, also in a local newspaper or in any other practical way to bring the contents of the by-law to the attention of the local community; and
 - (b) takes effect when published or on a future date determined in or in terms of the by-law.

Only once the by-laws have been promulgated can it be enforced and failing such promulgation the appointment of contractors to administer same. Although the agreement only allows TMN to “provide and administer advertising commercial signs on street light standards and erect digital billboards” they have interpreted the agreement to the extent that it empowers them to take over the role and responsibilities of council’s Building Control Department and has gone as far as enforcing bylaws that have not yet been promulgated and collecting municipal tariffs (taxes) on behalf of Council with the only apparent obligation to pay 30% thereof to council (as per clause 15 of the agreement).

DISCUSSION:

I obtained information on payments received from TMN for two different periods namely 01/05/2018 to 30/11/2018 and 22/11/2018 to 31/05/2019 and I report as follows;-

For the period 01/05/2018 to 30/11/2018 an amount of R521225.58 was collected by TMN. (copies attached hereto) The municipality was supposed to get R156767.25 but only received R34787.25 because outstanding adverts money of R121980 were deducted although it is not allowed for in the contract.

For the period 22/11/2018 to 31/05/2019 an amount of R837478.68 was collected by TMN. The municipality only received R37410.73, out of a possible R251243.60 because the following deductions were made in total contravention of the contract.

• Rent - Olympic Flame -	R 130 000
• MWEB Internet -	R 6259
• DAVO Internet -	R 8067
• Telkom Telephone -	R 929
• Olympic Flame Rates -	R 18351
• Kruger Venter Legal Fees -	R 36547
• Standard bank fee -	R 13679

This results in the Municipality losing money AND is paying for the rent, internet, Telkom and legal fees etc., for TMN to run their own business. NOWHERE is this stipulated in the contract that TMN may deduct any of these amounts from monies outstanding to the Municipality. Thus it is a transgression of the contractual obligations. Based on this the contract can be cancelled.

This company has also angered the local Business Community in such a way that some of them have decided to not expand their business or assist local charities who are in desperate need of their support. This includes Coca-Cola/SAB, Primedia (who is busy with legal action against TMN), Caltex etc.

Based on the above it can be seen that the money collected by TMN is negligible and it might be better to rather have it done in-house as was the case in the past, when it was done by the Building Control Department.

FINANCIAL IMPLICATION

As set out herein with specific reference to the above and the contract.

RECOMMENDATIONS

That Council resolves as follows:

1. That the Media News (TMN) be informed that the validity of the agreement signed on 18 May 2018, is in question and they be instructed to immediately cease the enforcement of the non-promulgated by-laws.
2. That the agreement dated 18 May 2018, be referred for a legal opinion regarding the validity thereof in light of the questions raised regarding the processes followed, the
3. vagueness of its content and the unilateral deductions made against moneys collected.

4. Should the opinion confirm that the deductions made are unlawful or not in accordance with the agreement, the moneys be collected from TMN without delay and with interest.
5. That once the applicable by-law has been promulgated and enacted, the Municipal Manager go out on tender immediately with the correct tender specifications and procedures to procure the services of a new vendor/service provider.

I thank you in advance

Regards

(Sent Electronically without signature)

Cllr PF Botha