

## AGGENEYS 1 SOLAR PV FACILITY, NORTHERN CAPE PROVINCE

### COMMENTS AND RESPONSES REPORT

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The Aggeneys 1 solar PV facility's Basic Assessment process was announced on the Monday, 08 April 2018. All written comments received since the announcement of the Basic Assessment process are included in this Comments and Responses Report (C&RR).

The C&RR will be updated with written comments received on the Basic Assessment Report (BAR) which is available for a 30-day review and comment period from **Wednesday, 24 April 2019** to **Monday, 27 May 2019**.

**NOTE:**

In terms Regulation 44(1) of the EIA Regulations of December 2014 (as amended on 07 April 2017), comments raised at Meetings to be held during the BAR review period will be recorded in notes of the meeting, and appended as **Appendix C7**, and not captured in the C&RR.

**Abbreviations:**

BAR	Basic Assessment Report	GC	Group Capital
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**1. WRITTEN COMMENTS RECEIVED PRIOR TO THE RELEASE OF THE BAR**

NO.	COMMENT	RAISED BY	RESPONSE
1.	<p>Eskom requirements for work in or near Eskom servitudes:</p> <p>1.1. Eskom's rights and services must be acknowledged and respected at all times.</p> <p>1.2. Eskom shall at all times retain unobstructed access to and egress from its servitudes.</p> <p>1.3. Eskom's consent does not relieve the developer from obtaining the necessary statutory, land owner or municipal approvals.</p> <p>1.4. Any cost incurred by Eskom as a result of non-compliance to any relevant environmental legislation will be charged to the developer.</p> <p>1.5. If Eskom has to incur any expenditure in order to comply with statutory clearances or other regulations as a result of the developer's activities or because of the presence of his equipment or installation within the servitude restriction area, the developer shall pay such costs to Eskom on demand.</p> <p>1.6. The use of explosives of any type within 500 metres of Eskom's services shall only occur with Eskom's previous written permission. If such permission is granted the developer must give at least fourteen working days prior notice of the commencement of blasting. This allows time for arrangements to be made for supervision and/or precautionary instructions to be issued in terms of the blasting process. It is advisable to make application separately in this regard.</p>	<p>John Geeringh                      Snr Consultant: Environmental Management                      Eskom GC: Land Development</p> <p>Letter: 08-04-2019</p>	<p>The applicant is cognisant of Eskom's requirements for work in or near Eskom servitudes, and will abide by Eskom's requirements during the construction and operation of the proposed project.</p>

NO.	COMMENT	RAISED BY	RESPONSE
	<p>1.7. Changes in ground level may not infringe statutory ground to conductor clearances or statutory visibility clearances. After any changes in ground level, the surface shall be rehabilitated and stabilised so as to prevent erosion. The measures taken shall be to Eskom's satisfaction.</p> <p>1.8. Eskom shall not be liable for the death of or injury to any person or for the loss of or damage to any property whether as a result of the encroachment or of the use of the servitude area by the developer, his/her agent, contractors, employees, successors in title, and assignees. The developer indemnifies Eskom against loss, claims or damages including claims pertaining to consequential damages by third parties and whether as a result of damage to or interruption of or interference with Eskom's services or apparatus or otherwise. Eskom will not be held responsible for damage to the developer's equipment.</p> <p>1.9. No mechanical equipment, including mechanical excavators or high lifting machinery, shall be used in the vicinity of Eskom's apparatus and/or services, without prior written permission having been granted by Eskom. If such permission is granted the developer must give at least seven working days' notice prior to the commencement of work. This allows time for arrangements to be made for supervision and/or precautionary instructions to be issued by the relevant Eskom Manager.</p>		

NO.	COMMENT	RAISED BY	RESPONSE
	<p>1.10.Note: Where and electrical outage is required, at least fourteen work days are required to arrange it.</p> <p>1.11.Eskom's rights and duties in the servitude shall be accepted as having prior right at all times and shall not be obstructed or interfered with.</p> <p>1.12.Under no circumstances shall rubble, earth or other material be dumped within the servitude restriction area. The developer shall maintain the area concerned to Eskom's satisfaction. The developer shall be liable to Eskom for the cost of any remedial action which has to be carried out by Eskom.</p> <p>1.13.The clearances between Eskom's live electrical equipment and the proposed construction work shall be observed as stipulated by <i>Regulation 15 of the Electrical Machinery Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)</i>.</p> <p>1.14.Equipment shall be regarded electrically live and therefore dangerous at all times.</p> <p>1.15.In spite of the restrictions stipulated by Regulation 15 of the Electrical Machinery Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as an additional safety precaution, Eskom will not approve the erection of houses, or structures occupied or frequented by human beings, under the power lines or within the servitude restriction area.</p> <p>1.16.Eskom may stipulate any additional requirements to highlight any possible exposure to Customers or Public to coming into contact or be exposed to any dangers of Eskom plant.</p>		

NO.	COMMENT	RAISED BY	RESPONSE
	<p>1.17.It is required of the developer to familiarise himself with all safety hazards related to Electrical plant.</p> <p>1.18.Any third party servitudes encroaching on Eskom servitudes shall be registered against Eskom's title deed at the developer's own cost. If such a servitude is brought into being, its existence should be endorsed on the Eskom servitude deed concerned, while the third party's servitude deed must also include the rights of the affected Eskom servitude.</p> <p><b><i>Eskom's Renewable Energy Generation Plant Setbacks to Eskom Infrastructure document included in Appendix C6</i></b></p>		