

# UPILANGA PV2 AND ASSOCIATED INFRASTRUCTURE, NORTHERN CAPE

## COMMENTS AND RESPONSES REPORT

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The Upilanga PV2 and Associated Infrastructure Process was announced on Tuesday, 10 July 2020. The announcement letter served to invite Interested and Affected Parties (I&APs) to register their interest in the project and to submit any comments / queries that they might have. All written comments received during the BA process to date have been included in the table below.

The Basic Assessment (BA) Report is available for a 30-day review and comment period from **Monday, 03 August 2020** until **Friday, 04 September 2020**. The Comments and Responses Report (C&RR) will be updated with comments received during the review and comment period and included in Appendix C6 of the final Basic Assessment Report.

### LIST OF ABBREVIATIONS / ACRONYMS

EMPr	Environmental Management Programme	Snr	Senior
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## 1. COMMENTS RECEIVED DURING BASIC ASSESSMENT ANNOUNCEMENT PHASE

### 1.1. Organs of State

NO.	COMMENT	RAISED BY	RESPONSE
1.	Please find attached Eskom general requirements for works at or near Eskom infrastructure. Please also find the setbacks requirements guideline for consideration during the planning phase. Please send me KMZ files of the affected properties, proposed layouts and proposed grid connection.	John Geeringh Snr Consultant Environmental Management: Land and Rights Eskom Holdings SOC Ltd E-mail: 10-07-2020	Eskom's comments were acknowledged and forwarded to the project team for attention.  The requested .KMZ file was e-mailed on 14 July2020 (proof included in <b>Appendix C6</b> of the BAR).
	1. Eskom's rights and services must be acknowledged and respected at all times.	Letter: 24-02-2020	The EAP acknowledges the comment from Eskom. The project developer has been informed of Eskom's requirements as per these comments.
	2. Eskom's rights and services must be acknowledged and respected at all times.		
	3. Eskom's consent does not relieve the developer from obtaining the necessary statutory, land owner or municipal approvals.		
	4. Any cost incurred by Eskom as a result of non-compliance to any relevant environmental legislation will be charged to the developer.		
	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.		
	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		

NO.	COMMENT	RAISED BY	RESPONSE
	<p>the blasting process. It is advisable to make application separately in this regard.</p>		
	<p>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>The EAP acknowledges the comment from Eskom. The project developer has been informed of Eskom's requirements as per these comments.</p>
	<p>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>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> <p>Note: Where and electrical outage is required, at least fourteen work days are required to arrange it.</p>		

NO.	COMMENT	RAISED BY	RESPONSE
	10. 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.		The EAP acknowledges the comment from Eskom. The project developer has been informed of Eskom's requirements as per these comments. .
	11. 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.		The EAP acknowledges the comment from Eskom. The project developer has been informed of Eskom's requirements as per these comments and has been addressed within the EMPr for the development.
	12. 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> .		The EAP acknowledges the comment from Eskom. The project developer has been informed of Eskom's requirements as per these comments. .
	13. Equipment shall be regarded electrically live and therefore dangerous at all times.		
	14. 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.		
	15. 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.		
	16. It is required of the developer to familiarise himself with all safety hazards related to Electrical plant.		
	17. 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		

NO.	COMMENT	RAISED BY	RESPONSE
	party's servitude deed must also include the rights of the affected Eskom servitude.		