

APPENDIX E6: COMMENTS RECEIVED

Department of Environment, Forestry and Fisheries



environment, forestry & fisheries

Department:
Environment, Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA

Private Bag X 447· PRETORIA · 0001· Environment House ·473 Steve Biko Road, Arcadia, PRETORIA

DEA Reference: 14/12/16/3/3/2/682/AM3

Enquiries: Mr Lunga Dlova

Telephone: (012) 399 8524 E-mail: LDlova@environment.gov.za

Ms Arlene Singh
Savannah Environmental (Pty) Ltd
PO Box 148
SUNNINGHILL
2157

Telephone Number: (011) 656 3237
Email Address: arlene@savannahsa.com

PER MAIL / EMAIL

Dear Ms Singh

COMMENTS ON THE DRAFT AMENDMENT REPORT FOR THE APPLICATION FOR AMENDMENT OF THE ENVIRONMENTAL AUTHORISATION ISSUED ON 28 MAY 2015 FOR THE CONSTRUCTION OF THE 140MW KORANA WIND ENERGY FACILITY, NEAR POFADDER, KHAI MA LOCAL MUNICIPALITY, NORTHERN CAPE PROVINCE

The Environmental Authorisation (EA) for the above-mentioned project dated 28 May 2015, the application for amendment of the EA and the amended draft amendment report received by the Department on 29 July 2020 and the acknowledgement letter dated 07 August 2020, refer.

The Department has the following comments on the abovementioned amendment application:

(a) Public participation

- (i) Please ensure that comments from all relevant stakeholders are submitted to the Department with the final report. This includes but is not limited to the Department of Environment & Nature Conservation, Khai-Ma Local Municipality, the provincial Department of Agriculture, the South African Civil Aviation Authority (SACAA), the Department of Transport, Namakwa District Municipality, the Department of Water and Sanitation (DWS), the South African National Roads Agency Limited (SANRAL), the South African Heritage Resources Agency (SAHRA), BirdLife SA, the Department of Mineral Resources, the Department of Rural Development and Land Reform.
- (ii) A Comments and Response trail report (C&R) must be submitted with the final report. The C&R report must incorporate all comments for this application. The C&R report must be a separate document from the main report and the format must be in the table format as indicated in Appendix 1 of this comments letter. Please refrain from summarising comments made by I&APs. All comments from I&APs must be copied verbatim and responded to clearly. Please note that a response such as "noted" is not regarded as an adequate response to I&AP's comments.
- (iii) Please ensure that all issues raised and comments received during the circulation of the draft report from registered I&APs and organs of state which have jurisdiction in respect of the proposed activity are adequately addressed in the final report. Proof of correspondence with the various stakeholders must be included in the final report. Should you be unable to obtain comments, proof should be submitted to the Department of the attempts that were made to obtain comments. The Public Participation Process

must be conducted in terms of Regulation 39, 40, 41, 42, 43 & 44 of the EIA Regulations 2014 as amended.

- (iv) The final report must also indicate that this draft report has been subjected to a public participation process.

(b) General

- (i) Please ensure that all mitigation recommendations are in line with applicable and most recent guidelines.

Should you fail to meet any of the timeframes stipulated in Regulation 32 of the NEMA EIA Regulations, 2014, as amended, your application will lapse.

You are hereby reminded of Section 24F of the National Environmental Management Act, Act No 107 of 1998, as amended, that no activity may commence prior to an environmental authorisation being granted by the Department.

Yours faithfully



Mr Sabelo Malaza

Chief Director: Integrated Environmental Authorisations

Department of Environmental Affairs

Signed by: Ms Masina Litsoane

Designation: Control Environmental Officer: National Infrastructure Projects

Date: 24/08/2020

cc:	Eugene Marais	South Africa Mainstream Renewable Power Developments (Pty) Ltd	Email: Eugene.Marais@mainstreamrp.com
	Dineo Moleko	Department of Environment & Nature Conservation	Email: dmoleko@ncpq.gov.za
	Mr Obakeng J Isaacs (Municipal Manager) Natasha Malgas (MM secretary)	Khai-Ma Local Municipality	Email: munman@khaima.gov.za mmsecretary@khaima.gov.za
	Jo-Anne Thomas	Savannah Environmental (Pty) Ltd	Email: joanne@savannahsa.com

ESKOM

Eskom requirements for work in or near Eskom servitudes.

1. Eskom's rights and services must be acknowledged and respected at all times.
2. Eskom shall at all times retain unobstructed access to and egress from its servitudes.
3. Any cost incurred by Eskom as a result of non-compliance to any relevant environmental legislation will be charged to the developer.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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

Note: Where an electrical outage is required, at least fourteen work days are required to arrange it.

9. 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.

10. 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.
11. The clearances between Eskom's live electrical equipment and the proposed construction work shall be observed as stipulated by *Regulation 15* of the *Electrical Machinery Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)*.
12. Equipment shall be regarded electrically live and therefore dangerous at all times.
13. 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.
14. 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.
15. It is required of the developer to familiarise himself with all safety hazards related to Electrical plant.
16. 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.

John Geeringh (Pr Sci Nat)

Senior Consultant Environmental Management
Eskom Tx: Land and Rights