

Dear Sir/Madam,

Please find enclosed Anglian Water's response to ExA's second written questions and the information received at deadline 3.

I would be grateful if you could confirm that you have received this response.

Should you have any queries relating to this response please let me know.

Regards,

Stewart Patience

Planning Liaison Manager

Anglian Water Services Limited

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Mr Kelvin MacDonald
Lead Member of the Panel of Examining Inspectors
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Temple Quay House
2 The Square,
Bristol, BS1 6PN
[Sent by e-mail]

4 January 2016

Dear Mr MacDonald,

Application by Triton Knoll Offshore Wind Farm Ltd for the Triton Knoll Electrical System – deadline 4

Thank you for the opportunity to comment on Examining Authority's Second Round of questions and information received at Deadline 3. Please find enclosed a response on behalf of Anglian Water.

Response to Exa's second written questions

Question CA 2.21: Provide a statement on Protective Provisions indicating the status of each in terms of, or progress towards, final agreement and indicating whether it is intended that provisions will be agreed within any other body.

Anglian Water has had further discussions with Triton Knoll Offshore Windfarm Ltd relating to the protective provisions for Anglian Water. Further to the Statement of Common Ground with Triton Knoll Offshore Windfarm Ltd dated 27th October we have been able to reach agreement regarding the wording of the protective provisions. Please find enclosed the wording of the protective provisions as agreed by both parties.

Comments on any other information received by Deadline 3

The applicant's Draft DCO (Examination Document REP3-043) was prepared prior to the recent discussions with Anglian Water. We would request that the DCO is updated to include the wording which Anglian Water has agreed with Triton Knoll Offshore Wind Farm Ltd.

Should you have any queries relating to this response please let me know.

Yours sincerely



Stewart Patience

Planning Liaison Manager



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Protective Provisions sought by Anglian Water

FOR THE PROTECTION OF ANGLIAN WATER

1. For the protection of Anglian Water, the following provisions shall, unless otherwise agreed in writing between the undertaker and Anglian Water, have effect.

2. In this part of this schedule –

“Anglian Water” means Anglian Water Services Limited;

“apparatus” means any works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage and

(a) any drain or works vested in Anglian Water under The Water Industry Act 1991,

(b) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102 (4) of The Water Industry Act 1991 or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works (within the meaning of section 219 of that Act) and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus.

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

“emergency” means the immediate threat of death or injury to persons and/ or damage to property and/ or damage to the environment and/or risk that drinking water supply or quality will fall below the Drinking Water Inspectorate standards;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land; and

“plan” includes sections, drawings, specifications and method statements.

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Anglian Water are regulated by the provisions of Part 3 of the 1991 Act.

4. (1) The undertaker shall not interfere with, build over or near to any apparatus within the Order Land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips which are the strips of land falling the following distances to either side of the medial line of any apparatus;

(a) 2.25metres where the diameter of the pipe is less than 150 millimetres;

(b) 3 metres where the diameter of the pipe is between 150 and 450 millimetres;

(c) 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres; and

(d) 6 metres where the diameter of the pipe exceeds 750 millimetres,

unless otherwise requested (including a description of and plan for these activities) by the undertaker and agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the undertaker.

(2) Those works are to be executed only in accordance with the plan and description submitted under sub-paragraph 4(1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph 4(3) by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and an officer of Anglian Water is entitled to watch and inspect the execution of those works at the undertaker's cost.

(3) Any requirements made by Anglian Water under sub-paragraph (2) must be made within a period of 28 days beginning with the date on which a plan and description under sub-paragraph (1) are submitted to it. Anglian Water may extend the period by up to 42 days with the consent of the undertaker, such consent shall not be unreasonably withheld. If by the expiry of the further 42 days Anglian Water has not intimated approval or disapproval, Anglian Water shall be deemed to have approved the plans as submitted. Any disapproval must be accompanied by a statement of the grounds of refusal.

(4) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan and description instead of the plan and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan and description.

(5) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to Anglian Water notice as soon as is reasonably practicable and a plan and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

(6) It will be reasonable for Anglian Water to require that the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or the filling around the apparatus (where the apparatus is laid in a trench) be executed by Anglian Water at the expense of the Undertaker.

(7) Anglian Water must execute any requirement made under sub-paragraph (6) in a timely manner.

5. Unless in an emergency, the alteration, extension, removal or re-location of any apparatus shall not be implemented until --

(a) any requirement for any permits under the Environmental Permitting (England and Wales) Regulations 2010 or other legislations and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals from Anglian Water not to be unreasonably withheld or delayed; and

(b) the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and section of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works to be executed only in accordance with the plan, and description submitted and in accordance with such reasonable requirements as may be made by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

6. In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, then unless in an emergency, no alteration or extension shall take place until Anglian Water has established to its reasonable satisfaction, contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus. Anglian Water shall use reasonable endeavours to establish contingency arrangements in a timely manner.

7. Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker shall, unless in an emergency, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for Anglian Water such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 37 (arbitration).

8. If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker shall provide such alternative means of access to such apparatus as will enable Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction.

9. If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the undertaker, notification of the location of such assets will immediately be given to Anglian Water and afforded the same protection as other Anglian Water assets.

10. If for any reason or in consequence of the construction of any of the works referred to in paragraphs 4 to 7 and 9 above any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker shall,

(a) bear and pay the cost reasonably incurred and documented by Anglian Water in making good any damage or restoring the supply; and

(b) make reasonable compensation to Anglian Water for any other direct expenses, loss, damages, penalty or costs incurred by Anglian Water,

by reason or in consequence of any such damage or interruption.

11. Nothing in paragraph 10 shall impose any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Anglian Water, its officer, servants, contractors or agents.

12. Any difference or dispute arising between the undertaker and Anglian Water under this Part of this Schedule shall unless otherwise agreed in writing between the undertaker and Anglian Water be determined by arbitration in accordance with article 37 (arbitration).