
STATUTORY INSTRUMENTS

2016 No. 880

INFRASTRUCTURE PLANNING

The Triton Knoll Electrical System Order 2016

Made - - - - 5th September 2016

Coming into force 27th September 2016

THE TRITON KNOLL ELECTRICAL SYSTEM ORDER 2016

PART 1

1. Citation and commencement
2. Interpretation

PART 2

3. Development consent granted by Order
4. Maintenance of authorised project
5. Transfer of benefit of Order
6. Application and modification of legislative provisions
7. Defence to proceedings in respect of statutory nuisance

PART 3

8. Street works
9. Temporary stopping up of streets
10. Access to works and temporary highways alterations
11. Agreements with a highway authority

PART 4

12. Discharge of water
13. Authority to survey and investigate land
14. Removal of human remains

PART 5

15. Compulsory acquisition of land
16. Compulsory acquisition of land: minerals

17. Time limit for exercise of authority to acquire land compulsorily
18. Compulsory acquisition of rights
19. Private rights
20. Application of Compulsory Purchase (Vesting Declarations) Act 1981
21. Acquisition of subsoil only
22. Rights under or over streets
23. Acquisition of part of certain properties
24. Temporary use of land for carrying out authorised project
25. Temporary use of land for maintaining authorised project
26. Protective provisions
27. Statutory undertakers
28. No double recovery
29. Recovery of costs of new connections
30. Special category land

PART 6

31. Deemed marine licence under Marine and Coastal Access Act 2009
 32. Application of landlord and tenant law
 33. Operational land for purposes of Town and Country Planning Act 1990
 34. Felling or lopping of trees and removal of hedgerows
 35. Certification of plans, etc.
 36. Arbitration
 37. Guarantees in respect of payment of compensation
 38. Procedure regarding certain approvals, etc.
 39. Saving provisions for Trinity House
 40. Crown rights
- Signature

SCHEDULE 1 — Authorised project

PART 1 — Authorised development

1. Development which, in accordance with a direction made by the...

Offshore

In the County of Lincolnshire, District of East Lindsey

In the County of Lincolnshire, Borough of Boston

PART 2 — Ancillary works

PART 3 — Requirements

1. Interpretation
2. Time limit for commencing authorised development
3. Detailed offshore design parameters
4. Offshore decommissioning
5. Detailed design onshore
6. Provision of landscaping
7. Implementation and maintenance of landscaping
8. Highway accesses and improvements
9. Fencing and other means of enclosure
10. Requirement for surface water drainage scheme
11. Requirement for foul water drainage scheme
12. Archaeology
13. Ecological management plan and removal of hedgerows
14. Code of construction practice

15. Unexpected contamination
16. Control of operational artificial light emissions
17. Construction hours
18. Control of noise during operational phase
19. Construction traffic
20. European protected species
21. Restoration of land used temporarily for construction
22. Onshore decommissioning
23. Local employment
24. Approval, etc. to be in writing
25. Amendments to approved plans, etc.

SCHEDULE 2 — Streets subject to street works

SCHEDULE 3 — Streets to be temporarily stopped up

SCHEDULE 4 — Access to works

SCHEDULE 5 — Land in which only new rights, etc. may be acquired

SCHEDULE 6 — Modification of compensation and compulsory purchase enactments for creation of new rights and restrictive covenants

1. Compensation enactments modified
2. Land Compensation Act 1973 modified
3. Compulsory Purchase Act 1965 modified
4. For section 7 of the 1965 Act (measure of compensation...)
5. For section 8 of the 1965 Act (other provisions as...)
6. The following provisions of the 1965 Act (which state the...)
7. Section 11 of the 1965 Act (powers of entry) is...
8. Section 20 of the 1965 Act (tenants at will, etc.)...
9. Section 22 of the 1965 Act (interests omitted from purchase)...

SCHEDULE 7 — Land of which temporary possession may be taken

SCHEDULE 8 — Protective provisions

PART 1 — Protection for Environment Agency and drainage authorities

1. The provisions of this Part have effect for the protection...
2. In this Part—“construction” includes execution, placing, altering, replacing, relaying...
3. (1) Before commencing construction of a specified work, the undertaker...
4. Without limiting paragraph 3, the requirements which the drainage authority...
5. (1) Subject to sub-paragraph (2), any specified work, and all...
6. (1) Subject to sub-paragraph (5), the undertaker must from the...
7. If by reason of the construction of a specified work...
8. The undertaker must indemnify the drainage authority in respect of...
9. (1) Without limiting the other provisions of this Part, the...
10. The fact that any work or thing has been executed...
11. Any dispute arising between the undertaker and the drainage authority...

PART 2 — Protection for Network Rail Infrastructure Limited, etc.

1. The provisions of this Part have effect unless otherwise agreed...
2. In this Part—“construction” includes execution, placing, alteration and reconstruction;...

3. (1) Where under this Part Network Rail is required to...
4. (1) The undertaker must not exercise the powers conferred by—...
5. (1) The undertaker must before commencing construction of any specified...
6. (1) Any specified work and any protective works to be...
7. The undertaker must— (a) at all times afford reasonable facilities...
8. Network Rail must at all times afford reasonable facilities to...
9. (1) If any permanent or temporary alterations or additions to...
10. The undertaker must repay to Network Rail all reasonable fees,...
11. (1) In this paragraph— “EMI” means, subject to sub-paragraph (2),...
12. If at any time after the completion of a specified...
13. The undertaker— (a) must not provide any illumination or illuminated...
14. Any additional expenses which Network Rail may reasonably incur in...
15. (1) The undertaker must— (a) pay to Network Rail all...
16. Network Rail must, on receipt of a request from the...
17. In the assessment of any sums payable to Network Rail...
18. The undertaker and Network Rail may, subject in the case...
19. Nothing in this Order, or in any enactment incorporated with...
20. The undertaker must give written notice to Network Rail if...
21. The undertaker must no later than 28 days from the...

PART 3 — Protection for National Grid Gas plc and National Grid Electricity
Transmission plc

1. Part to have effect unless otherwise agreed
2. Interpretation
3. Application
4. Apparatus of statutory undertakers in temporarily stopped up streets
5. Acquisition of land, etc.
6. Removal of apparatus
7. Facilities and rights for alternative apparatus
8. Retained apparatus: National Grid Gas plc
9. Retained apparatus: National Grid Electricity Transmission plc
10. Expenses
11. Indemnity
12. Apparatus laid, etc. on date of Order
13. Co-operation
14. Access
15. Arbitration

PART 4 — Protection for Anglian Water Services Limited

1. The provisions of this Part have effect for the protection...
2. In this Part— “alternative apparatus” means alternative apparatus adequate to...
3. This Part does not apply to apparatus in respect of...
4. (1) The undertaker must not— (a) interfere with, build over...
5. Except in an emergency, the alteration, extension, removal or relocation...
6. Where— (a) in exercise of the powers conferred by this...
7. Despite any provision in this Order or anything shown on...
8. If, in consequence of the exercise of the powers conferred...
9. If, in consequence of the exercise of the powers conferred...
10. (1) If, for any reason or in consequence of the...
11. Any difference or dispute arising between the undertaker and Anglian...

PART 5 — Protection for Canal & River Trust

1. The provisions of this Part have effect for the protection...

2. In this Part— “construction” includes execution, placing, alteration and reconstruction;...
 3. (1) Where, under this Part or anywhere else under this...
 4. (1) The undertaker must not in the exercise of the...
 5. (1) The undertaker must, before commencing construction of any specified...
 6. (1) Any specified work and any protective work to be...
 7. The undertaker must— (a) at all times afford reasonable facilities...
 8. Canal & River Trust must at all times afford reasonable...
 9. The undertaker must repay to Canal & River Trust in...
 10. If, at any time during or after the completion of...
 11. (1) The undertaker must pay to Canal & River Trust...
 12. Canal & River Trust must, on receipt of a written...
 13. In the assessment of any sums payable to Canal &...
 14. The undertaker and Canal & River Trust may enter into,...
 15. The undertaker must repay to Canal & River Trust in...
 16. (1) If any permanent or temporary alterations or additions to...
 17. Any difference arising between the undertaker and Canal & River...
 - PART 6 — Protection for electricity, gas and sewerage undertakers
 1. The provisions of this Part have effect for the protection...
 2. In this Part— “affected undertaker” means— a licence holder within...
 3. This Part does not apply to apparatus in respect of...
 4. Despite any provision in this Order or anything shown on...
 5. (1) If, in the exercise of the powers conferred by...
 6. (1) Where, in accordance with this Part, the undertaker affords...
 7. (1) Not less than 28 days before commencing the execution...
 8. (1) Subject to the following provisions of this paragraph, the...
 9. (1) Subject to sub-paragraphs (2) and (3), if, by reason...
 10. Nothing in this Part affects the provisions of any enactment...
 - PART 7 — Protection for operators of electronic communications code networks
 1. The provisions of this Part have effect for the protection...
 2. In this Part— “2003 Act” means the Communications Act 2003;...
 3. The exercise of the powers referred to in article 27...
 4. (1) Subject to sub-paragraphs (2) to (4), if as the...
 5. This Part does not apply to— (a) any apparatus in...
 6. Nothing in this Part affects the provisions of any enactment...
 - PART 8 — Protection for Western Power Distribution (East Midlands) plc
 1. The provisions of this Part have effect for the protection...
 2. In this Part— “alternative apparatus” means alternative apparatus adequate to...
 3. This Part does not apply to apparatus in respect of...
 4. Despite any provision in this Order or anything shown on...
 5. If, in the exercise of the powers conferred by this...
 6. (1) Unless required as a result of an emergency, the...
 7. (1) Subject to the following provisions of this paragraph, the...
 8. (1) Subject to sub-paragraphs (2) and (3), if—
 9. (1) Any difference or dispute arising between the undertaker and...
- SCHEDULE 9 — Deemed licence under Marine and Coastal Access Act 2009
- PART 1 — Licensed marine activities
 1. Interpretation
 2. Details of licensed marine activities
 3. Decommissioning

4. Application of section 72 of Marine and Coastal Access Act 2009
5. Agreement to variations
 - PART 2 — Conditions
 1. Design parameters
 2. Notifications and inspections
 3. Offshore safety management
 4. Aids to navigation
 5. Chemicals, drilling and debris
 6. Force majeure
 7. Pre-construction plans and documentation
 8. Archaeological reports
 9. Pre-construction plans and documentation: horizontal directional drilling works within Work No. 2
 10. Pre-construction plans and documentation: time for submission, etc.
 11. Reporting of engaged agents, contractors and vessels
 12. Pre-construction monitoring and surveys
 13. Post-construction
 14. Bathing water quality

SCHEDULE 10 — Removal of hedgerows

SCHEDULE 11 — Procedure for discharge of Requirements

1. Interpretation
2. Applications made under Requirements
3. Further information
4. Appeals
5. Appeal process
6. Fees

Explanatory Note