

This submission is submitted on behalf of Affinity Water Limited ("Affinity") in relation to the proposed Five Estuaries Offshore Wind Farm project ("the Project").

Affinity is a water undertaker appointed under the Water Industry Act 1991. Under this appointment, Affinity provides, on average, 900 million litres of water each day to a population of more than 3.6 million people in parts of Bedfordshire, Berkshire, Buckinghamshire, Essex, Hertfordshire, Surrey, the London Boroughs of Harrow and Hillingdon and parts of the London Boroughs of Barnet, Brent, Ealing and Enfield. Affinity also supplies water to the Tendring peninsula in Essex and the Folkestone and Dover areas of Kent.

Affinity is therefore a statutory undertaker for the purposes of sections 127 and 138 of the Planning Act 2008. Should the proposed Development Consent Order ("the DCO") be made to authorise Five Estuaries Offshore Wind Farm Limited ("Five Estuaries") to construct, operate and maintain the Project it would permit extensive development within areas where Affinity is responsible for providing water supply services.

Affinity provided detailed submissions in its Relevant Representation submitted on 21 June 2024 (Examination reference [RR-001]) detailing the potential impact on its assets from the DCO and the lack of engagement from Five Estuaries. In its response to this Relevant Representation [PD4-006], Five Estuaries stated that it was engaged in negotiating bespoke Protective Provisions with Affinity to resolve the concerns raised. Whilst draft bespoke Protective Provisions were provided to Five Estuaries on 13 November 2024, comments were not received from Five Estuaries until 9 January 2025 despite attempts from our legal representatives to engage in discussions. Affinity remains concerned by this late engagement. To fulfil its statutory duties, Affinity maintains a wide range of apparatus that is critical to the continuing efficacy of its services. If made, the DCO would authorise the exercise of powers over or near land in which Affinity maintains assets and/or has other rights for the purposes of discharging its statutory duties. Unchecked, the exercise of such powers in respect of Affinity's interests would cause severe detriment to it.

As currently drafted, the standard set of Protective Provisions for the benefit of all statutory undertakers contained in Part 1 of Schedule 9 to the draft DCO, fall short of providing it with the necessary protections. It is therefore essential to Affinity's undertaking that the bespoke Protective Provisions are agreed with Five Estuaries. In particular paragraph 9 of the bespoke Protective Provisions contains specific terms that require the provision of details of any potential effects on Affinity's assets from electromagnetic or high voltage effects and provides an approval mechanism to allow Affinity to require such modifications to the design for the purpose of protecting its assets. These bespoke Protective Provisions will provide the necessary protections to allay the concerns Affinity raised in its Relevant Representation regarding the Horsley Cross 21" Cast Iron water main, which supplies water to the Horsley Cross water treatment works which in turn supplies 70% of the water to the Tendring Peninsula and is therefore a critical asset to Affinity's business and the area.

The bespoke Protective Provisions also provide for specific provisions, which are not provided for in the standard Protective Provisions, to address Affinity's other concerns as raised in its Relevant Representation, as follows:

- Protection of and access to its assets during construction and operation – including the requirement to provide Affinity with detailed plans and to obtain approval prior to any works taking place.
- Access to Affinity's operational sites during construction to ensure continued and unimpeded access to its assets at all times; and
- Agreement re. the reimbursement of Affinity's reasonable costs and the scope of those costs.

Affinity encourages Five Estuaries to continue its promised engagement so that the bespoke Protective Provisions can be discussed and agreed. In the absence of such bespoke Protective Provisions being agreed, Affinity is obliged to maintain its formal objection to the DCO application on the basis that the Project will cause serious detriment to Affinity's apparatus and operations.