

APPLICATION BY LONDON LUTON AIRPORT LIMITED FOR LONDON LUTON AIRPORT EXPANSION

AFFINITY WATER'S RESPONSE TO DOCUMENTS SUBMITTED AT DEADLINE 8: 23 JANUARY 2024

Please find below comments from Affinity Water (**AW**) [ref no. 20040591] in relation to the Applicant's Response to the Examining Authority's Commentary on the Draft DCO [**REP8-036**] that was submitted into the Examination at Deadline 8 (23 January 2024).

Reference	ExA's recommended amendment/insertion	Applicant's response	AW's comment
Schedule 2			
35(3) (which has subsequently become paragraph 36(3) in the latest version of the draft DCO [REP8-003])	In the event that the discharging authority does not determine an application within the period set out in sub-paragraph (1), the discharging authority is taken to have granted all parts of the application (without any condition or qualification at the end of that period), the undertaker may lodge an appeal for non determination under paragraph 38 (appeals to the Secretary of State) no later than 42 days starting the day after the decision or the date that the decision was due to be made by the discharging authority.	<p>The Applicant does not agree with this amendment and has retained "deemed approval" in its version of the draft DCO submitted at Deadline 8. Such provisions are well-precedented and justified in the delivery of nationally significant infrastructure, where there is a public benefit in the efficient delivery of that infrastructure.</p> <p>The provision prevents approving bodies from frustrating the delivery of a project by simply failing to issue any decision. It is reasonable to include a mechanism the encourages active decision-making – the provision does not prevent an approving body from refusing an application, but at least in those circumstances the Applicant would be in receipt of reasons with which to act upon</p>	<p>AW reiterates its comments outlined in paragraphs 2.3.6 and 3.19-3.20 of AW's Deadline 6 submission [REP6-120] and Row ID.10 of AW's Deadline 8 submission [REP8-061].</p> <p>The Applicant's response to the Examining Authority's Commentary on the Draft DCO does not resolve AW's concerns.</p>
New Requirements			
1	Water consumption (1) The undertaker must not increase the demand for water resources from the 2019 consumption baseline, unless otherwise agreed with the utility undertaker. '2019 consumption	<p>The Applicant notes that the additional Requirement is proposed in the event that agreement is not reached with Affinity Water on a form of side agreement and protective provisions.</p> <p>However, based on the progress of negotiations to date and the significant modifications already made to the Requirements, the Code of Construction Practice [TR020001/APP/5.02] and the Design</p>	<p>AW reiterates its comments outlined in Row ID.1 of AW's Deadline 8 submission [REP8-061].</p> <p>The Applicant's response to the Examining</p>

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	<p>baseline' means 4.2 litres per second in respect of water demand for the airport terminals and 3.3 litres per second in respect of water demand for the airport non-terminals, as defined in the Water Cycle Strategy.</p> <p>(2) A monitoring report detailing water consumption in respect of water demand for the airport terminals and non-terminals must be submitted annually from the date of commencement to the relevant planning authority in consultation with Affinity Water</p>	<p>Principles [TR020001/APP/7.09] for Affinity Water's benefit, the Applicant fully anticipates reaching agreement with Affinity Water on a form of side agreement and protective provisions, sufficient to address its concerns, before the end of the Examination, such that this additional Requirement would be unnecessary.</p> <p>It is also the Applicant's view that the additional Requirement would be unnecessary in any event. The intended effect of paragraph (1) of the proposed additional Requirement, namely to manage the consumption of water to an agreed baseline, is already substantively addressed through Design Principle SUS.15 which states:</p> <p><i>"Detailed design will include such water efficiency measures as are necessary, so far as reasonably practicable, to maintain water demand (excluding construction water demand) at the 2019 consumption baseline. Rainwater harvesting and greywater re-use solutions will be incorporated in detailed designs. Potable water efficiency measures will also be incorporated in the design of buildings, in order to minimise potable water demand from the statutory undertaker."</i></p> <p><i>"2019 consumption baseline' means 4.2 litres per second in respect of water demand for the airport terminals and 3.3 litres per second in respect of water demand for the airport non-terminals, as outlined in the Water Cycle Strategy (Appendix 20.5 of the ES [REP4-033])."</i></p> <p>The Design Principles document is, in turn, secured by the draft DCO.</p> <p>The Code of Construction Practice contains further provisions controlling water consumption during the construction phase, in particular, para. 17.6.7:</p> <p><i>"As part of the water use profiling exercise, the lead contractor will liaise with Affinity Water Ltd. The volumes of water used will be agreed with Affinity Water Ltd and monitored."</i></p>	<p>Authority's Commentary on the Draft DCO does not resolve AW's concerns.</p>
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