

Gatwick Airport Northern Runway Project

Thames Water Utilities Limited

Written Representations

1. Introduction

1.1 Thames Water Utilities Limited ("TWUL") is appointed under Chapter 1 of Part II of the Water Industry Act 1991 ("WIA") as the water and sewerage undertaker for the Thames region, which includes sewerage only at the location of the Gatwick Airport Northern Runway Project DCO application.

1.2 As set out in its Relevant Representation [RR-4518], TWUL does not object to the principle of the Gatwick Airport Northern Runway scheme but has concerns relating to the increase in sewage discharge as a result of the proposed development, both during the construction and operational phases. TWUL requires assurances that the Gatwick Northern Runway scheme can be delivered and managed without having a detrimental impact on TWUL's existing customers and assets. TWUL is continuing to work closely with Gatwick Airport Limited (the "Applicant") to address these concerns.

1.3 TWUL owns land, sewers and other apparatus throughout and surrounding the DCO boundary that will be affected by the scheme, which will either need to be protected or diverted as a result. TWUL does not believe that the provisions of the draft Development Consent Order ("the Order") satisfactorily protect TWUL's existing and future apparatus and ability to comply with its statutory duties or exercise its statutory functions.

2. General Objections:

2.1 The Applicant and TWUL have been engaging on several issues over the past few months. However, the points raised in the general objections of TWUL's Relevant Representation [RR-4518], (noted below) remain outstanding:

2.2 Asset Review: This DCO affects TWUL sewerage assets. TWUL will require an asset review prior to the commencement of any works within 5 meters of existing TWUL assets. This would ultimately lead to either a letter of no further comment being issued, or the affected assets being diverted or protected under an agreement.

2.3 Foul Water Discharge: TWUL is working with the Applicant on its modelled foul water flows to understand the impact of the change in these (as a result of the proposed development) on TWUL's network. The programme for delivering the likely strategic upgrade works as a result of the Applicant's proposal should not be underestimated and will be significant (in the order of 3-5 years from when the appropriate information is supplied). TWUL requests a requirement be included within the DCO if made specifying that no additional foul water flows from the development can be discharged until the modelled flows have been agreed by TWUL and the network upgrades implemented.

2.4 Surface Water Discharge: TWUL needs confirmation that any surface water discharge as a result of the development will not be contaminated and will adhere to the sequential approach of the discharge of surface water as noted in the "National Standards For Sustainable Drainage Systems" document published by DEFRA. If there is any proposed increase in surface water runoff, TWUL will need to know this in advance (with the same timescales as for the foul flows). There are particular concerns as to how glycol-contaminated surface water will be managed if it exceeds permissible discharge levels.

2.5 Trade Effluent Discharge: Prior to commencement of the development, TWUL will need to fully understand how the Applicant's on-site plant to treat contaminated surface water will function. TWUL will also need to understand what the change will be in peak volumes and concentrations of the effluent from the glycol treatment process to TWUL's network. Further clarity must also be provided on, what happens to the discharge in the event of certain conditions such as where the proposed treatment plant fails or is hydraulically overloaded.

2.6 Drainage Strategies: Notwithstanding what is expected from paragraphs 2.2-2.5, TWUL requires an integrated water and drainage strategy (including details of points of connection to the existing sewer network) detailing how the Applicant intends to deal with all water and wastewater generated on the site. TWUL requests a requirement be included within the DCO if made that these strategies are provided to and agreed by TWUL prior to the modelling noted above.

3. Specific concerns with the dDCO wording:

3.1 Regarding the dDCO [PDLA-004], since submitting TWUL's Relevant Representation [RR-4518], Gatwick and Thames Water have been in contact and are on the second iteration of responses. A few points (Articles 22(1), 22(2), 22(11), 41 and 43) have been closed however, several points remain outstanding. TWUL has particular concerns with the following provisions:

3.1.1 Article 6(4) – Limits of Deviation: Altering ground levels by more than 300mm could cause significant issues for TWUL infrastructure and TWUL require further assurance on this article.

3.1.2 Articles 27, 28, 36 – Compulsory Purchase Order: TWUL is seeking an obligation in the Protective Provisions that the Applicant's powers of compulsory acquisition are not exercised over land in which TWUL has an interest without its agreement.

3.1.3 Schedule 9 Paragraph 7(2) – Removal of Apparatus: 28 days notice is set out in the DCO but this insufficient to determine the impact on TWUL's infrastructure so an increase to 56 days notice is requested.

3.1.4 Schedule 9 Paragraph 7(3) – Removal of Apparatus: As drafted, the requirement for TWUL to use best endeavours to obtain facilities and rights and land for alternative apparatus to be constructed outside the order limits could mean that TWUL is required to use its compulsory purchase powers to obtain these. TWUL is seeking the inclusion of drafting to make clear that the use of TWUL's compulsory purchase powers is discretionary.

3.1.5 Schedule 9 Paragraph 7(6) – Removal of Apparatus: TWUL needs to retain absolute control over who works on its assets. The current wording does not facilitate this.

3.1.6 Schedule 9 Paragraph 7(7) & 7(8) - Removal of Apparatus: Deemed consent to the removal of assets has the potential to prevent TWUL from discharging its statutory obligations such as conveying sewerage or potable water. TWUL is not content with the current wording.

3.1.7 Schedule 9 Paragraph 10 & 11 – Expenses and Costs: TWUL and the Applicant are currently in discussions to agree suitable expense and indemnity wording as the current wording does not offer sufficient protection to TWUL.