

Appendix 1

Proposal for the drainage of surface water

Introduction

The Scottish Government charged Scottish Water and roads authorities to make the most cost effective arrangements for draining new development sites, in particular to avoid a 3-pipe drainage solution. As the environmental considerations over the disposal of surface water have developed, and additional flood risk management issues have come to the fore, consideration has been given to providing a shared drainage system to take both curtilage and roads drainage, treat it effectively and outfall it into our existing natural drainage with minimal environmental impact.

To achieve this aim, representatives from Scottish Water, the SCOTS Roads Group and the SCOTS Flood Group have drawn up an arrangement under which the authorities with responsibility for drainage, roads and flood risk management at new housing developments work together to require the developers to provide a shared, environmentally-friendly surface water drainage system which will vest in an in-perpetuity public body with the maintenance costs shared between Scottish Water and roads authorities, to their mutual benefit.

No changes are required to the statutory powers and responsibilities of the separate authorities. The framework proposed brings together the exercise of their respective powers from initial approval of the design of the shared drainage system through to the shared responsibility of maintaining the system.

The framework is in the form of a memorandum of understanding of working together, the principles of which are not legally binding on any authority. Each authority will be asked to sign up to these principles for individual housing developments. A maintenance agreement under section 7 of the Sewerage (Scotland) Act 1968 will be put in place. If any authority does not wish to do so, then Scottish Water and the roads authority will have to ensure the provision of, and meet the full costs of maintaining, their own separate drainage systems.

At legacy sites, where authorities accept the proposals, then when the reasons preventing vesting are resolved, the principles of shared maintenance may, where practicable, be applied.

At this time, the proposal relates to housing developments to which the Security for Private Road Works (Scotland) Regulations 1985 applies. Those regulations do not apply to all housing developments (eg some publicly-financed housing developments) or to non-housing developments. It is intended addenda will be produced catering for the variations required to the framework at those types of developments.

The memorandum of understanding is attached as Appendix 2. It will be housed on Scottish Water's website, and other authorities are encouraged to provide links from their own websites to the memorandum.

SCOTS and Scottish Water have signed up to this proposal, and encourage local authorities to do the same and adopt the principles and working practices set out in the memorandum.

Recommended maintenance split

A sub-group was set up to consider what constitutes a fair and equitable division of maintenance responsibilities for the shared drainage system. Appendix 4 lists the scenario and assumptions used to inform this process.

The recommendation is that maintenance responsibility be split between Scottish Water and roads authorities on the basis of Scottish Water maintaining that part of the shared drainage system which lies below ground and roads authorities maintaining that part of the shared drainage system which lies

above ground. Scottish Water will, in addition, renew the shared drainage system at the end of its life at its own expense.

By way of example, Scottish Water will take care of desilting, outlet/inlet and forebay cleaning and repairs/maintenance to engineered structures. Scottish Water will also be responsible for capital maintenance of access surfaces, with the roads authority responsible for the day-to-day clearance and management of these surfaces.

Roads authorities will be responsible for grounds and vegetation maintenance including grass cutting, litter picking, plant and weed management and fencing/signage if applicable.

Each authority will retain the responsibility it has under statute for those parts of the drainage infrastructure lying outwith the shared drainage system. For example, roads authorities will retain responsibility for gullies and drains that exclusively drain the road.

The Whole Life Cost spreadsheet at Appendix 4 reflects a typical example scenario consisting of a swale, pond and basin over a 25-year lifespan. Maintenance task costs have been extracted using CIRIA standard rates and (where appropriate) maintenance frequencies. During discussions within the sub-group, some of these frequencies were adjusted to reflect real world experience.

The costs reflect an example scenario. Roads authorities will incur high frequency, smaller value costs over the life of the asset. Scottish Water will incur lower frequency, higher cost activities, including asset renewal. Scottish Water will also be ultimately liable, as the system owner, for any liabilities in relation to licensed activities under SEPA.

It should be noted that no allowance has been made for events such as reactive chokes, vandalism and damage. Damage costs will be incurred on the basis of which party maintains that part of the asset. For example, damage to planting will fall to be made good by roads authorities, and damage to inlets/outlets by Scottish Water.

Maintenance agreement

A style agreement under section 7 of the Sewerage (Scotland) Act 1968, should authorities wish to use it, is attached as Appendix 3.