

Transport and Environment Committee

10.00am, Thursday 27 February 2020

Proposed Sustainable Urban Drainage maintenance arrangements with Scottish Water

Executive/routine

Wards

All wards

Council Commitments

[18](#)

1. Recommendations

1. It is recommended that the Committee:
 - 1.1.1 supports the principle of and agrees to the Memorandum of Understanding (MOU) with Scottish Water; and
 - 1.1.2 agrees the signing and implementation of subsequent individual agreements for the joint maintenance of surface water drainage systems in new developments (section 7 agreements).

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Report

Proposed Sustainable Urban Drainage maintenance arrangements with Scottish Water

2. Executive Summary

- 2.1 Scottish Water is proposing a change to the maintenance of Sustainable Urban Drainage Systems (SUDs) under the Sewerage (Scotland) Act 1968. All Scottish councils have been invited to agree to work under principles in a Memorandum of Understanding which will require a (section 7) agreement to be signed for each SUDs system/site. The memorandum agrees a split between above ground and below ground maintenance for shared (roads and public) water that enters SUDs.

3. Background

- 3.1 Section 7 of the Sewerage (Scotland) Act 1968 empowers both the Council and Scottish Water to enter into agreements to allow:
- 3.1.1 water that is collected from the roads to be connected into a public sewer provided by Scottish Water; and
 - 3.1.2 water that is collected from roofs and pavements (public surface water) to be connected to a roads drain maintained by the Council.
- 3.2 The proposed change to the maintenance responsibility for SUDs, to be agreed through the principles of the Memorandum of Understanding and the subsequent section 7 agreements for each site, will mean the Council is responsible for the maintenance of the above ground level SUDs to the 1:30 level, such as the landscaping and litter picking. Scottish Water will be responsible for below ground SUDs up to the 1:30 water level.
- 3.3 In some rare situations SUDs systems are built and maintained on private land and not vested in Scottish Water. In these situations there are no liability implications for the Council. The developer has responsibility for above and below ground costs.

4. Main report

Scottish Water

- 4.1 Scottish Water has developed a strategic legal agreement, a Memorandum of Understanding (MOU), to work with each of the 32 Scottish Councils in Scotland. The

Councils have been asked to agree to the principles set out in the Memorandum of Understanding (MOU) and sign Section 7 agreements detailing the landscape maintenance of these SUDs components for each site. See Appendix 1,2 and 3. Currently roads water SUDs schemes are maintained by the council (above and below ground) and public water SUDs systems are maintained by Scottish Water (above and below). This has historically created complexity and confusion where there have been opportunities to share systems. Scottish Water wants agreement to move to a simpler system. Any shared system up to the 1:30 flood level would be vested (owned) by Scottish Water. The above ground day to day maintenance up to the 1:30 flood level would be the responsibility of the council and below ground the responsibility of maintenance would be with Scottish Water.

- 4.2 The maintenance changes are also an opportunity for the Council to shape a more holistic place based approach to SUDs features and ensure a quality build of the landscape area and public realm of that area of the site.
- 4.3 The evidence produced by Scottish Water presented at the meetings in 2016 indicates that this is a fair split of maintenance costs. See Appendix 4.
- 4.4 It should be noted that roads and their associated above and below ground drainage are normally designed up to a maximum return level of 1:30. In some instances, there are roads only SUDs systems which would remain the responsibility of the council.

Section 7 Agreements

- 4.5 The use of section 7 agreements is to ensure that Scottish Water and Councils as roads authority work together to maintain SUDs and prevent flooding.
- 4.6 Scottish Water has advised that if a Council does not agree to the principles in the Memorandum of Understanding (MOU), then it would not adopt/vest the below ground SUDs meaning individual section 7 agreements for each site would not be signed up to by Scottish Water. The consequence is that the Council would become responsible for all SUDs both above and below ground.
- 4.7 The arrangement would back date to all developments where planning permission has been granted on or after 1st January 2017. Each system already consented would be examined individually with Scottish Water to agree a suitable way forward.
- 4.8 The Council has agreed that section 7 Agreements can be signed by heads of service (Report to Transport, Infrastructure and Environment Committee, 13 September 2012 in Appendix 5). Historically the Section 7 agreements have been signed by the Council's Transport Service, where the flooding team is located.
- 4.9 The maintenance liabilities for the above ground landscape up to the 1:30 would be carried out as part of the private site wide landscape factoring arrangement. This would be secured at planning stage. A maintenance plan would also be agreed with the council at planning stage. An inspection regime of the construction of the landscape throughout the next period would be agreed to tie in with Scottish Water's inspection regime and thereafter every two years would be implemented by the

council, again linked to the timings of Scottish Water's inspection of the underground elements of the structure. Should the factoring of the landscape be found to be unsatisfactory the council will take steps to rectify the situation.

Conclusion

- 4.10 It is recommended that the Council agrees the principle of signing of the Memorandum of Understanding and the section 7 agreements with Scottish Water to ensure the maintenance of SUDs. The Council will become liable for the maintenance of the above ground landscape to the 1:30 water level in shared systems. New processes and inspection regime will need to be organised but will also create opportunities to deliver quality places and spaces. Scottish Water will not maintain the roads water if the Council does not sign Section 7 Agreements resulting in the Council being responsible for all underground SUDs maintenance.

5. Next Steps

- 5.1 Subject to approval of this report, correspondence would be sent to Scottish Water to agree the MOU in principle.
- 5.2 This would be followed by:
- 5.2.1 Appointment of a project team in the initial period to ensure cross departmental working on the section 7 agreements in collaboration with Scottish Water. The project would include officers from Roads (including Roads Construction Consent), Planning, Parks, Waste and Cleansing and Legal Services). One output would be a standard operating procedure.
 - 5.2.2 Processes being designed to ensure a quality build process and hand-over of landscape features for maintenance liability by the Council and relationship with Roads Construction Consent process.
 - 5.2.4 Following legal advice on inspection required (once every 2 years) decide which team will undertake inspection of the maintenance work undertaken by private factors and which officer/s would undertake the work.
 - 5.2.5 Consider how to deal with the existing SUDs and attenuation features which have not been adopted (likely to be post 2017) to date.

6. Financial impact

- 6.1 The financial arrangement has been agreed by Scottish Government and Society of Chief Officers of Transportation in Scotland (SCOTS) as a fair split. See appendix 6. In the proposed arrangement the costs are further reduced because the landscape factoring costs for the site, which cover the day to day maintenance of the SUDs landscape, will be paid for by residents and business owners as part of their normal landscape factoring costs.

- 6.2 There is a cost to the Council in officer time and Scottish Water for setting up the working arrangement. These council costs will be met from existing staff resources. Once established there is a cost to the council in officer time due to the inspections required every two years. These inspections will inspect the landscape of the area owned (vested) by Scottish Water only, which will be the landscape up to the 1:30 level. However, this is balanced with the reduction in costs of maintaining any new separate systems and in the long term (25 years or so) the shared systems will be replaced by Scottish Water at no cost to the council. Also, Scottish water maintain liability for major costs such as desilting.
- 6.3 In cases where the factoring system set up at planning stage fails to be a satisfactory standard, the council will seek to rectify the situation and recover costs. On occasions where costs cannot be recovered the council would require to establish a new landscape up to 1:30. On very rare occasions of complete failure of the landscape due to unforeseen events not covered in the factoring agreement, the cost would be carried by the council, but this is unlikely given that the structure itself might require rebuilding and that would be the liability of Scottish Water.

7. Stakeholder/Community Impact

- 7.1 No equalities or rights issues have been identified in relation to this report
- 7.2 The creation of SUDs in all new developments are key to creating a climate adapted city. The intensity of rain is increasing, and predictions are estimating a 35% more intense rainfall in Edinburgh. SUDs systems are above ground and far better to deal with this change than below ground systems. They are also more adaptable. Therefore, it is very important that these systems are planned throughout the city and there is a clear maintenance system in place.
- 7.3 The Council has ongoing meetings with SEPA, Scottish Water, SNH about sustainable water management. It is in the process of consulting internally and externally on the Sustainable Rain Water Management Guide (part of the Edinburgh design Guidance). The council is also consulting on SUDs issues through the SUDs regional Members of the Sustainable Urban Drainage Scottish Working Party (SUDSWP group) and national group (Chartered Institution of Water and Environmental Management Leadership Policy group). It is clear through discussions that close working with Scottish Water is the most sensible and cost-effective way forward to deal with surface and foul water management.

8. Background reading/external references

- 8.1 There are many references relating to SUDs including the CIRIA Manual C753 and a useful website is https://www.susdrain.org/resources/SuDS_Manual.html

9. Appendices

Appendix 1 - Scottish Water - Proposal for the drainage of surface water

Appendix 2 - Scottish Water - Memorandum of Understanding regarding the provision of surface water drainage from housing developments

Appendix 3 - Scottish Water - Maintenance Agreement

Appendix 4 – Scottish Water - Maintenance Costs for SUDs and Whole Life Costs

Appendix 5 - Council Report 13 September 2012

Appendix 6 - Letter from Scottish Water to all councils.

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.

Appendix 2

Memorandum of Understanding regarding the provision of surface water drainage from housing developments

1. When proposals are received from a developer of a new housing development to which the Security for Private Road Works (Scotland) Regulations 1985 apply to incorporate into the development as part of its overall drainage design a section which carries surface water from both the curtilage of houses and other buildings within the development and the roads serving the development (this section being the “shared drainage system”), the authorities responsible for drainage (SW), roads (RA) and flood risk management (FRM) at the development will work together to agree the technical aspects of the shared drainage system to ensure it meets the requirements of each of the authorities involved, liaising with other authorities with statutory responsibility in relation to the development as required.
2. The approvals given to the developer to allow the developer to proceed will include conditions to ensure the shared drainage system (1) is constructed to the agreed technical standards, and (2) can vest in SW on its completion independently from the remainder of the drainage system of which it forms a part.
3. Subject to any change in law over the period in question, the technical standards will not be revised over the period of time given to the developer to complete the development. If the developer seeks an extension to the timescale for completion, RA will liaise with SW and FRM on the proposal, and the three authorities will agree any revised technical standards to be imposed.
4. Where the development comprises a phase of a larger development, the developer must include a stand-alone drainage system in the first phase to be completed, and either an individual stand-alone drainage system or integration by agreement into a completed drainage system for each subsequent phase.
5. RA will take a security to construct the road in accordance with the terms of the relevant construction consent. This will include an amount sufficient to construct the shared drainage system to the agreed standard.
6. The shared drainage system will vest in SW on completion in accordance with agreed standards.
7. In the event of RA being required to construct the road in accordance with the provisions of the 1985 regulations, SW will allow RA access onto land it has acquired to house the shared drainage system to allow RA to complete the infrastructure. As required by the 1985 regulations, RA will adopt the road on completion.
8. SW’s vesting process will result in SW being legally responsible for maintaining the shared drainage system. Once vested, SW will maintain that shared drainage system. Where the road is not constructed by RA, RA will adopt the road as and when it is required to do so in accordance with the provisions of section 16(2) of the Roads (Scotland) Act 1984. When the road is adopted by RA, SW and RA will share the cost of maintenance of the shared drainage system on a basis to be agreed. The agreed sharing of costs will be set out in a maintenance agreement under section 7 of the Sewerage (Scotland) Act 1968. RA will become liable for its share of maintenance under the maintenance agreement relating to that road from the date of its adoption of the road.
9. The maintenance agreement will be specific to each development, and be based on a standard framework, as follows –
 - 9.1 SW will maintain the ‘below ground’ components of the shared drainage system,
 - 9.2 RA will maintain the ‘above ground’ components of the shared drainage system,
 - 9.3 the ‘below ground’ and ‘above ground’ components will be identified on the drawing forming part of the maintenance agreement, and

- 9.4 SW will meet the cost of renewing the shared drainage system or any part thereof at the end of its life.
10. If a developer proposes to add discharge to an existing shared drainage system, SW, RA and FRM will liaise over the proposal and agree a response.
 11. Should damage or an incident be caused by a third party which affects any part of the shared drainage system, SW and RA will co-operate fully and openly in investigating the incident, together with, where necessary, any relevant regulator, and join in seeking to recover the costs of repair from that third party, if both consider that action is reasonable and proportionate.
 12. Where a road is stopped up or de-listed, RA will no longer be responsible for its share of the maintenance of any shared drainage system serving that road. If all connections from the curtilage of houses and other buildings into a shared drainage system are removed, SW will no longer be responsible for its share of the maintenance of that shared drainage system.
 13. In their dealings with each other and other stakeholders in relation to the application of these principles, SW, RA and FRM will endeavour always to act in a reasonable manner and a spirit of co-operation. In addition, SW and RA will keep under review the terms of any maintenance agreement they enter into, and will endeavour to ensure it always reflects a fair and equitable division of the overall maintenance costs.
 14. If a difference of opinion on any issue covered by these principles or a maintenance agreement cannot be resolved through internal escalation procedures agreed between SW and RA, the matter will be referred to the Scottish Ministers for determination, and that determination is final.
 15. It is acknowledged these principles will evolve over time to reflect changes in legislation and practice. SW, RA and FRM agree to review these principles from time to time at the instigation of any of the authorities.

November 2016

Appendix 3

Cover Sheet – not a page of the agreement

Maintenance Agreement

(under section 7 of the Sewerage (Scotland) Act 1968)

between

Scottish Water

and

[] Council

(as local roads authority for the local government area of [])

Development []

Date of Maintenance Agreement []

Cover Sheet – not a page of the agreement

MAINTENANCE AGREEMENT

(under section 7 of the Sewerage
(Scotland) Act 1968)

between

Scottish Water, established under the
Water Industry (Scotland) Act 2002 and
having its principal office at Castle
House, 6 Castle Drive, Carnegie Campus,
Dunfermline KY11 8GG

and

[] Council, a local authority
constituted under the Local Government
etc. (Scotland) Act 1994 and having its
principal offices at [] acting in
its capacity as local roads authority for
the local government area of []

1. Definitions and Interpretation

1.1 Definitions

In this agreement, unless the context otherwise requires, –

“development”	means the housing development at [] and for illustrative purposes shown outlined in red on the plan;
“local roads authority”	means [] Council acting in its capacity as local roads authority for the local government area of [];
“memorandum of understanding”	means the memorandum of understanding regarding the provision of surface water drainage from housing developments dated November 2016 and reproduced at part 1 of the schedule;
“plan”	means the plan annexed and signed as relative to this agreement;
“schedule”	means the schedule annexed and signed as relative to this agreement; and
“shared drainage system”	means that part of the drainage system serving the development carrying surface water from both roads and the curtilage of houses and other buildings and for illustrative purposes shown coloured [] and [] on the plan.

1.2 Interpretation

- 1.2.1 Words importing any gender include the other genders.
- 1.2.2 Words importing the singular number include the plural and vice versa.
- 1.2.3 Any reference to any particular statute or other law includes any modification, extension, amendment or re-enactment of such statute or other law for the time being in force and all instruments, orders, plans, bye-laws, regulations, permissions and directions for the time being made, issued or given under, or deriving validity from, that statute or other law.

1.3 Headings

The clause headings shall be disregarded in the construction or interpretation of this agreement.

2. Recital

This agreement is made under section 7 of the Sewerage (Scotland) Act 1968 to apportion the maintenance responsibility of the shared drainage system at the development in line with the principles set out in the memorandum of understanding.

3. Memorandum of Understanding

Scottish Water and the local roads authority agree to follow the principles set out in the memorandum of understanding in relation to the provision of surface water drainage at the development.

4. Maintenance split

- 4.1 The below ground components referred to at clause 9 of the memorandum of understanding are listed at part 2 of the schedule and are shown for illustrative purposes coloured [] on the plan.
- 4.2 The above ground components referred to at clause 9 of the memorandum of understanding are listed at part 3 of the schedule and are shown for illustrative purposes coloured [] on the plan.

5. Law

This agreement shall be governed by and construed in accordance with the law of Scotland and shall be subject to the exclusive jurisdiction of the Scottish courts.

IN WITNESS WHEREOF these presents printed on this and the preceding page are subscribed as follows –

for and on behalf of us the said Scottish Water as follows –

Place of signing

Date of signing

Signature of Authorised Signatory

Full name of Authorised Signatory

before this witness –

Signature of witness

Full name of witness

Address of witness

.....

.....

and for and on behalf of us the said [] Council as follows –

Place of signing

Date of signing

Signature of Proper Officer

Full name of Proper Officer

before this witness –

Signature of witness

Full name of witness

Address of witness

.....

.....

.....

This is the Schedule referred to in the foregoing Maintenance Agreement between Scottish Water and [] Council acting in its capacity as local roads authority dated [].

SCHEDULE

PART 1

PART 2

PART 3

Appendix 4- Whole Life Cost spreadsheet

Total 25 year maintenance profiles			
Year	SW - (Backloaded)	RAS	Discount Rate
1	£ 2,241.55	£ 7,343.00	1.035
2	£ 2,165.74	£ 7,094.68	1.071225
3	£ 3,111.05	£ 6,622.96	1.147523001
4	£ 1,953.38	£ 6,399.00	1.187686306
5	£ 1,887.32	£ 6,182.60	1.229255326
6	£ 2,805.99	£ 5,973.53	1.272279263
7	£ 1,761.83	£ 5,771.53	1.316809037
8	£ 1,702.26	£ 5,576.36	1.362897353
9	£ 2,530.84	£ 5,387.78	1.410598761
10	£ 10,493.37	£ 5,205.59	1.459969717
11	£ 1,535.34	£ 5,029.55	1.511068657
12	£ 2,282.67	£ 4,859.47	1.56395606
13	£ 1,433.25	£ 4,695.14	1.618694522
14	£ 1,384.79	£ 4,536.37	1.675348831
15	£ 2,058.84	£ 4,382.96	1.73398604
16	£ 1,292.71	£ 4,234.75	1.794675551
17	£ 1,249.00	£ 4,091.54	1.857489196
18	£ 1,856.96	£ 3,953.18	1.922501317
19	£ 1,165.95	£ 3,819.50	1.989788863
20	£ 7,438.95	£ 3,690.34	2.059431474
21	£ 1,674.87	£ 3,565.54	2.131511575
22	£ 1,051.62	£ 3,444.97	2.20611448
23	£ 1,016.06	£ 3,328.47	2.283328487
24	£ 1,510.63	£ 3,215.92	2.363244984
25	£ 77,350.04	£ 3,107.17	2.445958559
	SW		Roads Authority
TOTALS	£ 134,955.01		£ 121,511.91
£ 256,466.92	53%		47%

Roads Authority Costs					SW Costs			
		Freq.	Unit Cost	Annual Cost		Freq.	Unit Cost	Annual Cost
Ponds	Grass Cutting, Collection & Disposal	12	£ 150	£ 1,800	Inspect structures, rip rap, clear out/inlets	12	£ 95	£ 1,140
	Weed Management (general vegetation management)	3	£ 60	£ 180	Inlet Clear and desilt	0.3	£ 500	£ 150
	Litter Picking	52	£ 20	£ 1,040	Inspect Valves	2	£ 10	£ 20
	Aquatic plant management	1	£ 100	£ 100	Repair of inlet/outlet, forebay and berm and planting	0.1	£ 5,000	£ 500
Basins	Grass Cutting, Collection & Disposal	12	£ 150	£ 1,800	Inspect Structures, rip rap, clear out/inlets	12	£ 95	£ 1,140
	Weed Management (general vegetation management)	3	£ 60	£ 180	Inlet Clear and desilt	0.3	£ 500	£ 150
	Litter Picking	52	£ 20	£ 1,040	Inspect Valves	2	£ 10	£ 20
					Repair of inlet/outlet, forebay and berm, planting	0.1	£ 5,000	£ 500
Swales	Swale grass cutting	12	£ 25	£ 300	Silt removal	0.3	£ 250	£ 75
	Weed Management (Wetland ditch vegetation management)	3	£ 40	£ 120	Reinstatement of infiltration surfaces	0.1	£ 3,000	£ 300
	Litter Picking	52	£ 20	£ 1,040				

	Refurb Cost (50% +O/Head@15%)	Install Cost	Assumption
	CAPEX25	CAPEX1	
Swales	£ 57,500	£ 100,000	(£20m2 - 5000m2)
Pond	£ 71,875	£ 125,000	(£25m3 - 5000m3)
Basin	£ 57,500	£ 100,000	(£20m3 - 5000m3)

Sewerage (Scotland) Act 1968

Section 7:- Agreements between Local Roads Authorities and Scottish Water

Transport, Infrastructure and Environment Committee

13 September 2012

1 Purpose of report

- 1.1 The purpose of this report is to seek approval from Committee to implement Section 7 agreements between The City of Edinburgh Council as a Local Authority and Scottish Water, in respect of new developments and road improvements.

2 Summary

- 2.1 This report outlines the general terms of an agreement between The City of Edinburgh Council and Scottish Water with regard to Section 7 of the Sewerage (Scotland) Act 1968.

3 Main report

- 3.1 Section 7 agreements are part of the Sewerage (Scotland) Act 1968 and are an agreement between a Local Roads Authority and Scottish Water.
- 3.2 The connections of roads drainage to public sewers and surface water drainage from premises to roads drainage are discretionary and are subject to an agreement under Section 7 of the Sewerage (Scotland) Act 1968 (Appendix 3). From 1974 until 1996 roads and water authorities were the same bodies and as such these agreements were never required.
- 3.3 A Section 7 agreement is intended to provide confidence to both parties that the activities carried out by one do not have a negative impact on the assets belonging to the other by including the requirement to provide the necessary treatment and attenuation (restrict the flow of water into the sewer) for each of their respected drainage activities.

- 3.4 The agreement contains the general terms between Scottish Water and the City of Edinburgh Council. An agreement applies to new developments, which are controlled under Section 21 of The Roads (Scotland) Act 1984, but also applies to new road schemes carried out by the Council. The draft agreement is attached in Appendix 1 to this report.
- 3.5 A schedule will be attached to the Road Construction Consent (RCC) or road scheme detailing the agreement but will contain site specific details of the ownership and maintenance arrangements for the entire drainage system.
- 3.6 The agreement is also intended to establish who is responsible for maintaining the various elements of the drainage infrastructure built as part of Sustainable Urban Drainage Systems (SUDS). SUDS are an alternative to a traditional road drainage system whereby road gullies discharge directly into sewers or watercourses. Specific alternatives are 'swales' (shallow ditches) in roadside verges or permeable paving surfaces.
- 3.7 SUDS are mandatory through the planning process and are applied to all new development sites.
- 3.8 The purpose of SUDS is to attenuate and treat the water run-off from premises and the road. Examples of these systems can be found in the attached Appendix 2, Options 1–4.
- 3.9 The main purpose of a Section 7 agreement is to avoid situations whereby there are separate drainage systems provided for road run-off water and water which originates from within the curtilage of buildings (eg roofs, driveways). Separate systems entail unnecessary construction expense and may, in the long term, result in multiple road openings to carry out maintenance when only one would be necessary.
- 3.10 Section 7 empowers both the Council and Scottish Water to enter into agreements to allow:
- a) roads drainage to be connected into a public sewer provided by Scottish Water; and
 - b) a public surface water drain to be connected to a roads drain maintained by the Council.
- 3.11 A Section 7 agreement will also apply to new roads and capital works schemes being built by the Council.
- 3.12 Over the past two years Scottish Water and representatives of the Society of Chief Officers of Transportation in Scotland (SCOTS) have been working together to develop the model agreement. This is the agreement attached as Appendix 1, which will be the model for all local authorities in Scotland. South Lanarkshire Council have signed up to the model agreement. Glasgow City, Moray and Dundee City Councils are in the final stages of agreement.

- 3.13 These agreements are fundamental to integrated surface water management and will also be a significant step towards meeting the obligations of Local Authorities and Scottish Water to help facilitate the implementation of sustainable flood risk management in Scotland.
- 3.14 Legal and Administrative Services have scrutinised the model agreement and ratified it.
- 3.15 Any agreement under Section 7 will be signed by, or on behalf of, the Head of Service. For example in the case of new developments this will be by the Development Control Manager and for new road schemes the New Works Manager.
- 3.16 SUDS have been introduced to new development schemes, as part of the RCC process, since 1996.
- 3.17 These features have included filtration and infiltration trenches, swales, detention basins, ponds and permeable paving, with permeable paving being the most common installation.
- 3.18 It is the intention of Services for Communities to catalogue these SUDS features and produce a database to determine the location, type of SUDS and projected maintenance costs on these developments.
- 3.19 This exercise will require searching through archived files of RCC's since 1996 and will commence shortly.

4 Financial Implications

- 4.1 As the work involved in the maintenance of SUDS is suited to current work carried out by the Neighbourhood Task Force staff, eg grass cutting of swales and pressure jetting permeable paving, the costs will be borne by Services for Communities, Neighbourhood Environment budgets. (A table of estimated costs is attached with this report as appendix 4.)

5 Equalities Impact

- 5.1 There is no direct equalities impact arising from this report.

6 Environmental Impact

- 6.1 SUDS enhances the natural environment as water run-off from roads is treated and partially filtered before it enters either the sewerage system or watercourses.

7 Conclusions

- 7.1 The Section 7 agreement will determine which organisation is to maintain which SUDS application and will permit the Council and Scottish Water to utilise each others surface water carrier pipes and culverts.

8 Recommendations

- 8.1 It is recommended that the Committee agrees to authorise the signing of Section 7, of the Sewerage (Scotland) Act 1968, agreements on behalf of the Director by the Head of Service, in accordance with the model agreement as specified in Appendix 1.

Mark Turley
Director of Services for Communities

Appendices	1. Draft Model Agreement 2. SUDS Options 1–4 3. Copy of the Section 7, Sewerage (Scotland) Act 1968 4. Estimated maintenance costs for SUDS
Contact/tel/Email	Andrew C Bogle - 529 3926 - andy.bogle@edinburgh.gov.uk
Wards affected	All Wards
Single Outcome Agreement	4 Edinburgh's communities are safer and have improved physical and social fabric.
Background Papers	None *

MINUTE OF AGREEMENT**BETWEEN**

Scottish Water established in terms of the Water Industry (Scotland) Act 2002 and having its principal office at Castle House, 6 Castle Drive, Dunfermline KY11 8GG (“Scottish Water”)

And

The City of Edinburgh Council incorporated by Local Government etc Act 1994 [designated] as Roads Authority in terms of the Roads (Scotland) Act 1984 (“the Roads Authority”)

WHEREAS:-

- (A) Scottish Water is responsible for the provision of such public sewers and SUD systems as may be necessary for effectually draining its area of domestic sewage, surface water and trade effluent, and to make such provision, by means of sewage treatment works or otherwise, as may be necessary for effectually dealing with the contents of their sewers, conform to section 1 of the Sewerage (Scotland) Act 1968 (“the 1968 Act”);
- (B) The Council as a Roads Authority as interpreted in Section 151 of the Roads (Scotland) Act 1984, (“the 1984 Act”), is responsible for managing and maintaining public roads in its area conform, to Section 1 of the 1984 Act, and may drain a public road conform to section 31 of the 1984 Act;
- (C) Section 7 of the 1968 Act provides that
 - a Roads Authority and Scottish Water may agree, on such terms and conditions as may be specified in the agreement, as to the provision, management, maintenance or use of their sewers or road drains for the conveyance of water from the surface of a road or surface water from premises and that;
 - a Roads Authority or Scottish Water shall not unreasonably refuse to enter into an agreement for the purposes of this section or insist unreasonably upon terms or conditions unacceptable to the other party, and any dispute arising under this section to which the Scottish Ministers are not a party as to whether or not a Roads Authority or Scottish Water are acting unreasonably, shall be referred to the Scottish Ministers, who, after consultation with the Roads Authority concerned and Scottish Water, shall determine the dispute, and their decision shall be final.

IT IS AGREED by the Parties as follows:-

1 Definitions and Interpretation

In this Agreement:-

“Agreement”	means this agreement between Scottish Water and the Roads Authority including any Schedule(s) and any written variation or amendments of this agreement.
“Commencement Date”	means the last date of signing this Agreement.
“Conveyance of water”	of means the routing of water and/or surface water, and any associated sediments, above ground and/or underground, subject to and inclusive of attenuated storage volumes, and/or treatment volumes, and/or flow limit control structures and/or sediment control structures, natural, built, intended or otherwise, under various short, medium and long duration rainfall event(s).
“Parties”	means Scottish Water and the Roads Authority.
“Public Sewer”	means any sewer or SuDS which is vested in Scottish Water.
“Relevant Connection”	means a connection to a Public Sewer which is used solely for any purpose in connection with the drainage of a Public Road or means a connection to a Road Drainage System which is used solely for any purpose in connection with the drainage of a Public Sewer
“Relevant Roads Drainage System”	means a Roads Drainage System connected to a Public Sewer.
“Relevant Public Sewer”	means a Public Sewer that is connected to a Roads Drainage System.
“Relevant Technical Standards”	Shall mean (i) any technical standards of the Roads Authority in place from time to time in relation to the construction and maintenance of a Roads Drainage System and (ii) any technical standards of the Scottish Water in place from time to time in relation to the construction and maintenance of a Public Sewer (which shall include Sewers for Scotland 2 nd Edition and any replacement or alteration thereto)

“Road”	means a public road, or road which is subject of an agreement with the Roads Authority for its adoption as such.
“Roads Authority”	has the same meaning as in the 1984 Act.
“Roads Drainage System”	means the SuDS, gullies, pipes and channels together with any associated structures used to convey surface water from a Road extending to and including the relevant connection.
“Schedule”	Means the supplementary document(s) to be entered into by Scottish Water and the Roads Authority pursuant to this agreement on a site specific basis to identify ownership of and detail the maintenance arrangements for the Sewers and Roads Drainage System for conveyance of water from the surface of a Road and/or surface water from premises within that site.
“Sewer”	has the same meaning as in Section 59 of the 1968 Act.
“Shared Apparatus Plans”	Drawings signed, annexed and labeled as shared apparatus options 1 ,2,3 and 4
“Sustainable Urban Drainage Systems” (SUDS)	has the same meaning as in Section 59 of the 1968 Act.

2 Acknowledgement and Consent to use of Public Sewers

- 2.1 Scottish Water acknowledges the rights of continued use by the Roads Authority of any existing Relevant Connection made prior to the Commencement Date.
- 2.2 With effect from the Commencement Date, the Roads Authority agrees that in making use of Public Sewers it shall comply with the provisions of this Agreement.
- 2.3 Scottish Water agrees that the Agreement represents good practice and shall apply to any connections to be made by the Roads Authority to a Public Sewer in respect of its Road Drainage Systems in terms of this Agreement and to the continued use by the Roads Authority of any such Public Sewer.
- 2.4 Scottish Water agrees to enter into the Schedule as and when required by the Roads Authority.

3 Acknowledgement and Consent to use of Roads Drainage Systems

- 3.1 The Roads Authority acknowledges the rights of continued use by Scottish Water of any existing Relevant Connection made prior to the Commencement Date.
- 3.2 With effect from the Commencement Date, Scottish Water agrees that in making use of the Roads Drainage Systems it will comply with the provisions of this Agreement.
- 3.3 The Roads Authority agrees that the Agreement represents good practice and shall apply only to any connections to be made by Scottish Water to a Road Drainage System in respect of its Public Sewers in terms of this Agreement and to the continued use by Scottish Water of any such Roads Drainage System.
- 3.4 The Roads Authority agrees to enter into the Schedule as and when required by Scottish Water.

4 Making new connections

- 4.1 The Roads Authority when proposing a connection to or works which may affect a Public Sewer, and Scottish Water when proposing a connection to or works which may affect the Roads Drainage System, shall give reasonable notice to, and submit such plans, specifications and drawings (together with supporting calculations) as may be required for approval by, the other party prior to commencement of any works. Such consent shall not be unreasonably withheld or delayed by either party.
- 4.2 Upon receipt of a notice under Clause 4.1 the party receiving the notice may require, that the proposals incorporate any or all of the following, all to an agreed timetable depending on complexity:
 - a) The provision of trapped gullies, oil separators, grit separators and catch-pits so that oil, silt, and grit are not passed into the Public Sewer or Roads Drainage System (as the case may be);
 - b) Measures to limit the peak rate of design flow through the connection to the public sewer to a flow equal to the pre-development flow value unless otherwise agreed by both parties;
 - c) Measures to minimise the impact on adjacent premises of any surface flooding resulting from rainfall exceeding the design rainfall intensity;
 - d) Measures to ensure that any new surface water drainage is treated via SuDS, where practicable, upstream or downstream of the connection to the Relevant Public Sewer or Relevant Roads Drainage System (as the case may be);

- e) So far as reasonably practicable and in accordance with the parties respective rights and responsibilities under statute and at common law, measures to ensure that surface water or groundwater from adjacent land or property, including from ditches and watercourses, does not enter the Roads Drainage System or Public Sewer (as the case may be);
 - f) Ensuring that all pipes, gullies, manholes, inspection chambers and other parts of the sealed underground drainage system are sufficiently watertight so not to admit sub-soil water;
 - g) Ensuring the proposals comply with any Relevant Technical Standards.
- 4.3 The party making the connection shall implement its proposals only in accordance with the plans and specifications previously submitted to and approved in writing by the other party. Necessary changes in the course of the works shall be submitted in writing to the other party for approval; such consent shall not be unreasonably withheld or delayed.
- 4.4 Each party shall,
- a) prior to carrying out works pursuant to Clause 4.2, give reasonable notice to the other party in order that the other party can monitor the works;
 - b) afford the other party all reasonable facilities for monitoring the works;
 - c) have regard to all reasonable requests from the other party in connection with the works.
- 4.5 In deciding whether to approve works under Clause 4.1, 5.1 or 6.1 by the other party, each party will have regard to the mutual benefit of the works and will seek to minimize the total overall costs of providing a Public Sewer and/or Road Drainage System (as the case may be), irrespective of their own financial interest.

5 Subsequent alterations to a Public Roads Drainage System

- 5.1 The Roads Authority shall not alter a Relevant Roads Drainage System without the prior written consent of Scottish Water where any alterations would result in any material impact on the Relevant Public Sewer, such consent shall not to be unreasonably withheld or delayed.
- 5.2 The Roads Authority shall not, without the prior written consent of Scottish Water, carry out any works to a road which significantly increases the area of roads that is drained to a Public Sewer. Such consent shall not to be unreasonably withheld or delayed.

6 Subsequent alterations to Public Surface Water Drainage

- 6.1 Scottish Water shall not alter any Relevant Public Sewer without the prior written consent of the Roads Authority where any alternation would result in any material impact on the Relevant Roads Drainage system, such consent shall not to be unreasonably withheld or delayed.
- 6.2 Where, in accordance with Section 12 of the 1968 Act, Scottish Water receives notice from either an owner or occupier of premises or the owner of a private sewer, desiring to connect surface water to a Relevant Public Sewer, and which is likely to affect a Relevant Roads Drainage System, Scottish Water shall submit for approval to the Roads Authority. Such consent shall not to be unreasonably withheld or delayed

7 Records – Pertaining to Section 7 Agreements

- 7.1 The Roads Authority shall maintain a record of known connections of Roads Drainage to any Public Sewer as far as is reasonably practicable.
- 7.2 Scottish Water shall maintain records of all Relevant Public Sewers and any properties that are, in accordance with this agreement, connected to a Roads Drainage System as far as is reasonably practicable.
- 7.3 Records required under Clauses 7.1 and 7.2 shall be in a form agreed between the parties, and shall include (insofar as the information is known to the parties) plans showing:
- a) The location of all connections to the Public Sewer and Roads Drainage System;
 - b) The location and design criteria of properties or groups of properties that are connected to the Roads Drainage System via Public Sewers;
 - c) The location and design criteria of the Relevant Roads Drainage System and Relevant Public Sewer;
 - d) The location of the inlets and the layout of the Roads Drainage System.
- 7.4 Each party shall supply copies of any records held by them in accordance with Clauses 7.1 and 7.2 to the other party on request.
- 7.5 The parties agree to co-operate with the exchange of information held by them regarding connections between their respective systems.

8 Maintenance of Relevant Roads Drainage Systems

The Roads Authority shall take all reasonable steps to maintain any Relevant Roads Drainage System (including SuDS) in full and proper repair so as to ensure that it continues to function effectually.

9 Maintenance of Public Sewers

Scottish Water shall take all reasonable steps to maintain any Relevant Public Sewer (including public SuDS) in full and proper repair so as to ensure that it continues to function effectually.

10 Shared Apparatus Plans

Scottish Water and The City of Edinburgh Council will maintain their part of the shared systems as demonstrated on the annexed drawings options 1, 2, 3 and 4

11 Inspection and testing

11.1 Nothing in this Agreement shall limit or restrict Scottish Waters rights to investigate a defective drain or sewer under Sections 15 and 48 of the 1968 Act and the parties confirm that for the purposes of this Agreement such a drain or sewer shall include any Road Drainage System adopted by the Roads Authority.

11.2 Nothing in this Agreement shall limit or restrict the Roads Authorities rights to investigate a defective drain or sewer under Section 140 of the 1984 Act and the parties confirm that for the purposes of this Agreement such a drain or sewer shall include any Public Sewer.

12 Control of Discharges

The Roads Authority and Scottish Water agree to work together to ensure, as far as reasonably practicable that where possible only each party's statutory surface water generated from roads and areas agreed in writing (which may include an area within the curtilage of a building) discharges to a Relevant Roads Drainage System or Relevant Public Sewer. Neither party accepts liability for the unauthorised acts of third parties

13 Indemnity

13.1 Each party shall exercise its rights under this agreement at its own risk and shall hold harmless and indemnify the other party against any liabilities or costs incurred which would not have arisen if this Agreement had not been made.

13.2 Each party shall hold harmless and indemnify the other party against all losses, liabilities and costs arising from any claim by any person or competent authority arising from any breach by them of this Agreement.

14 Disconnection of Relevant Connection

14.1 Where a Road ceases to be publicly maintainable, the Roads Authority shall arrange to disconnect any Relevant Connections and make good the Public Sewer, unless it makes an agreement in writing with Scottish Water to continue to operate and maintain the Roads Drainage System.

- 14.2 Where a Public Sewer discharging to a Roads Drainage System is removed or replaced Scottish Water shall disconnect any Relevant Connections and make good the Roads Drainage System unless it makes an agreement in writing with the Roads Authority to continue to operate and maintain the sewer.
- 14.3 Prior to the Roads Authority's termination of a Relevant Connection from a Relevant Roads Drainage System to a Relevant Public Sewer, or Scottish Water's disconnection of a relevant connection from a Relevant Public Sewer to a Relevant Roads Drainage System, the party proposing the disconnection shall:
- a) give reasonable notice to the other party in order that the other party can monitor the work;
 - b) afford the other party all reasonable facilities for monitoring the work; and
 - c) have regard to all reasonable requests from the other party in connection with works.
- 14.4 Where a party disconnects a Relevant Connection, they shall:-
- a) remove all drains or sewers by which the connection had been made,
 - b) shall seal and make good the Public Sewer or Roads Drainage System (as the case may be);
 - c) make good any damage caused as a result of the disconnection; and
 - d) carry out the work to the reasonable satisfaction of the other party.

15 Notices

- 15.1 Any notice, request, consent or approval to be given under this Agreement shall be given in writing and shall be sufficiently served if delivered personally or sent by first class recorded delivery mail or by facsimile transmission to:-
- 15.1.1 in relation to Scottish Water to Customer Connections, 419 Balmore Road, Possilpark, Glasgow, G22 6NU and
- 15.1.2 in relation to the Roads Authority to the Head of Roads and Transportation Services at City Development Department , Transport, Level 6, Room 6.3 City Chambers, 249 High Street, Edinburgh, EH1 1YJ

Or to such other party at such other address as may be intimated by the other party.

- 15.2 Any such notice, request, consent or approval shall be deemed to be duly served, if delivered personally, at the time of delivery, or if sent by post 48 hours after posting or if sent by facsimile transmission 12 hours after proper transmission. In proving service by post it shall be sufficient to prove that the envelope containing the notice was duly addressed to the addressee in accordance with this Clause and accepted by a universal postal provider for posting.

16 Data Protection and Access to Information

- 16.1 The parties shall comply with their respective obligations under the Data Protection Act 1998 ("the 1998 Act") and the Computer Misuse Act 1990, and any amending or new legislation insofar as performance of the Agreement gives rise to obligations under those Acts and shall ensure that it does nothing knowingly or negligently which place the other party in breach of any obligations under the 1998 Act.
- 16.2 The parties shall co-operate so as to assist in enabling each of them to comply with their respective obligations under all legislation and guidance relating to access to information.

17 Severance

- 17.1 Each provision of this Agreement is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law.
- 17.2 Any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of the Agreement but (except to the extent in the case of that provision) it and all other provisions of the Agreement shall continue in full force and effect and their validity, legality and enforceability shall not hereby be effected or impaired, provided that the operation of the Agreement would not negate the commercial intent and purpose of the parties under the Agreement. Should however this bring about a material change, the Agreement may be reviewed by both parties.

18 Accrued Rights and Remedies

The termination of the Agreement shall not prejudice or affect any claim, right, action or remedy that shall have accrued or shall thereafter accrue to either party.

19 Rights and Duties Reserved

All statutory or common law rights, duties and powers which the parties are under are expressly reserved.

20 Third Party Rights

Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Agreement.

21 Waivers

21.1 Failure of either party to this Agreement to enforce at any time or for any period of time any of the provision of this Agreement shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that party thereafter to enforce such provision.

21.2 No waiver in any one or more instances of a breach of any provision hereof shall be deemed to be a further or continuing waiver of such provision in other instances.

22 Disputes

In the event of any dispute arising between the parties to this Agreement:-

22.1 Either party to this Agreement may refer the matter to a Panel comprising a nominated director or equivalent of Scottish Water and the Roads Authority, for their consideration. The Panel shall, in good faith, and in accordance with the Required Technical Standards of both parties endeavour to agree a solution. The parties shall require to take such steps as the Panel agree to implement the solution, and within such timescale as may be agreed by the Panel.

22.2 In the event that the agreement cannot be reached by the Panel on any matter, within 3 calendar months of the date of referral of the dispute to it, either party to this Agreement may refer the matter to the Scottish Ministers in terms of the 1968 Act.

22.3. In the event that either party is in breach of any of their obligations incumbent upon them in this Agreement, the other party may give to the party in breach notice in writing specifying such breach. The party in default shall within a reasonable time specified within the notice remedy said breach. In the event that the party in breach fails to remedy the breach within the time specified, and where such breach affects the statutory obligations of the other party, or the obligations of the other party in terms of this Agreement, the said other party may take such steps as are reasonable to remedy the breach. The party in breach shall thereafter pay on demand to the other party all reasonable costs, fees and outlays incurred in remedying the breach.

This clause is without prejudice to any rights either party may have to damages in statutory or at common law.

23 Review

The parties will review this Agreement no later than the fifth anniversary of the Commencement Date and every tenth year thereafter.

24 Assignment

Neither party will assign the agreement without the written consent of the other which consent may be withheld without reason given.

25 Period

This Agreement shall start on the Commencement Date and continue in force until terminated by either party giving at least six months written notice to the other party or if in breach.

26 Costs

26.1 Each of the Parties will bear their own costs and expenses in connection with this Agreement in the normal administration of this agreement.

26.2 Scottish Water will pay the costs of registering this Agreement in the Books of Council and Session and obtaining Two Extracts ([one] for Scottish Water and [one] for the Roads Authority).

27 Consent to Registration

The Parties consent to registration of this Agreement in the Books of Council and Session for preservation and execution.

28 Variations

No amendment or variation to this Agreement shall have any effect unless it is in writing and signed by each of the parties.

29 Law of Scotland

This Agreement shall be construed and interpreted in accordance with Scots Law and shall be subject to the exclusive jurisdiction of the Scottish Courts

30 Entire Agreement

This Agreement supersedes all previous agreements or discussions between the parties and comprises the entire agreement between the parties: **IN WITNESS WHEREOF** these presents typewritten on this and the preceeding pages are executed as follows:-

On behalf of _____ Council:

Signed:

Name:

Designation:

Date:

Signed:

Name:

Designation:

Date:

On behalf of Scottish Water:

Signed:

Name:

Designation:

Date:

Signed:

Name:

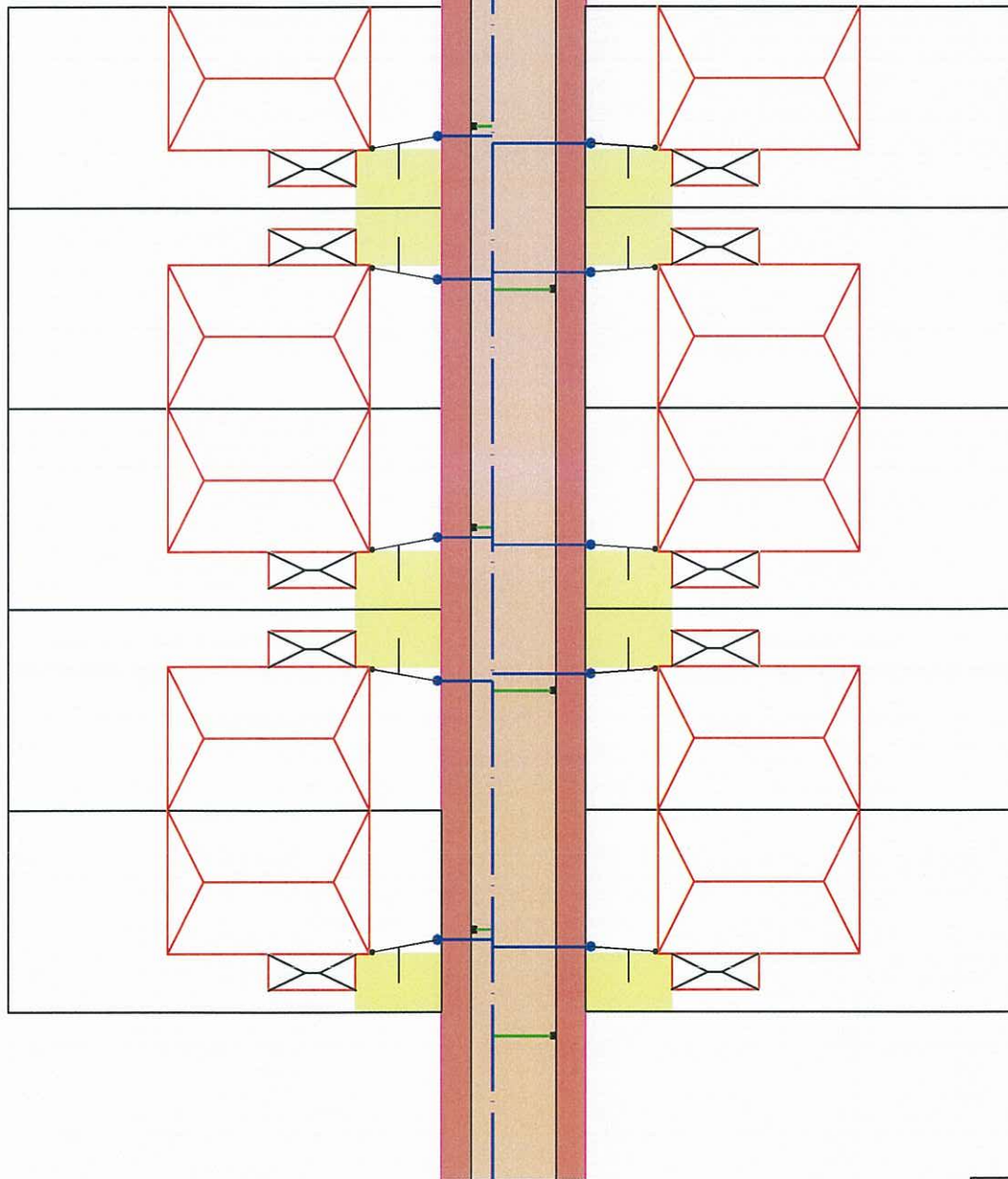
Designation:

Date:

Notes:

-  Road Authority
-  Scottish Water

1. Pipe may be oversized to assist with attenuation.



Section 7

Shared Apparatus Option 1



We certify that this is a true copy of the details referred to in the Section 7 Agreement

Scottish Water:

Date:

City of Edinburgh Council:

Date:



Notes:

Road Authority

Scottish Water

Incurtilage Porous Blockwork

Incurtilage Filter Drain

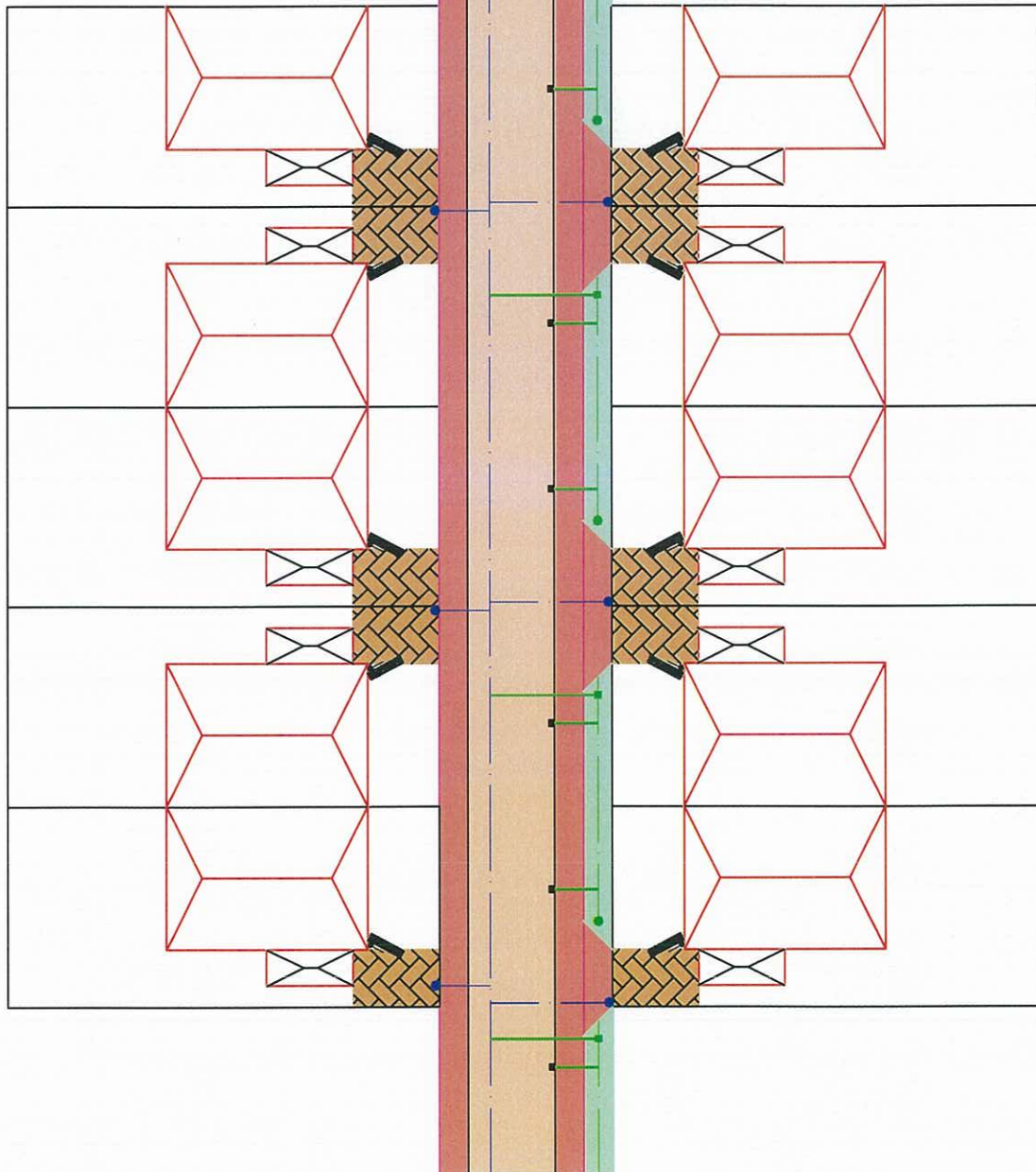
Rodding Eye

Catchpit

1. Pipe may be oversized to assist with attenuation.

To Watercourse
or
SW sewer

2 Stage Dry Swale or
Equivalent Road SUDs



We certify that this is a true copy of the details referred to in the Section 7 Agreement

Scottish Water:

Date:

City of Edinburgh Council:

Date:

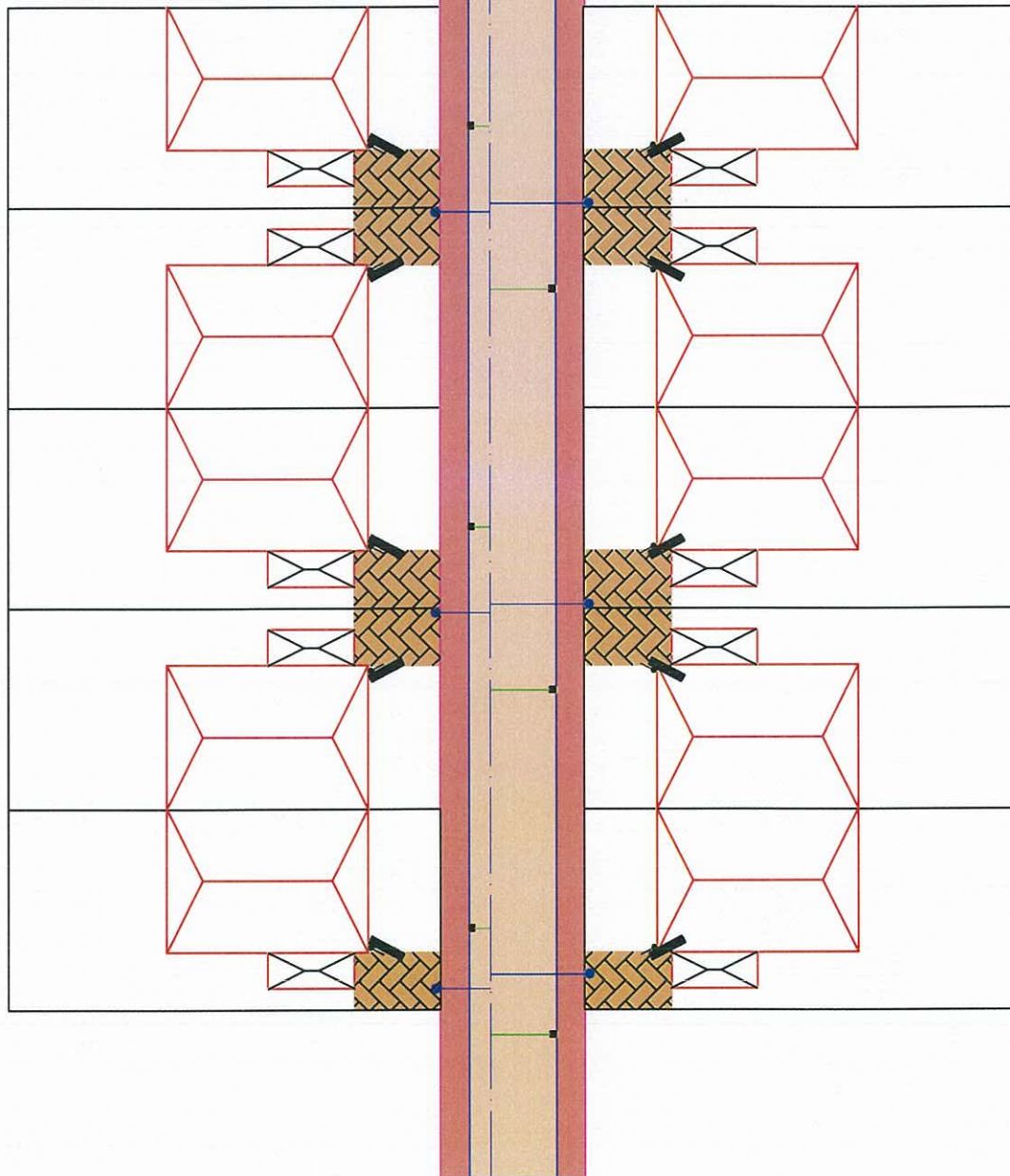


Section 7 Possible Shared Apparatus Option 2

Notes:

-  Road Authority
-  Scottish Water
-  Incurtilage Porous Blockwork
-  Incurtilage Filter Drain

1. Pipe may be oversized to assist with attenuation.



2 Stage Dry Swale
or equivalent

Pond or Basin could be
added if required for
attenuation

To Watercourse
or SW sewer

Section 7 Possible Shared Apparatus Option 3

We certify that this is a true copy of the details
referred to in the Section 7 Agreement

Scottish Water:

Date:

City of Edinburgh Council:

Date:

Scots/Scottish Water/Section 7/03



Notes:

Road Authority

Scottish Water

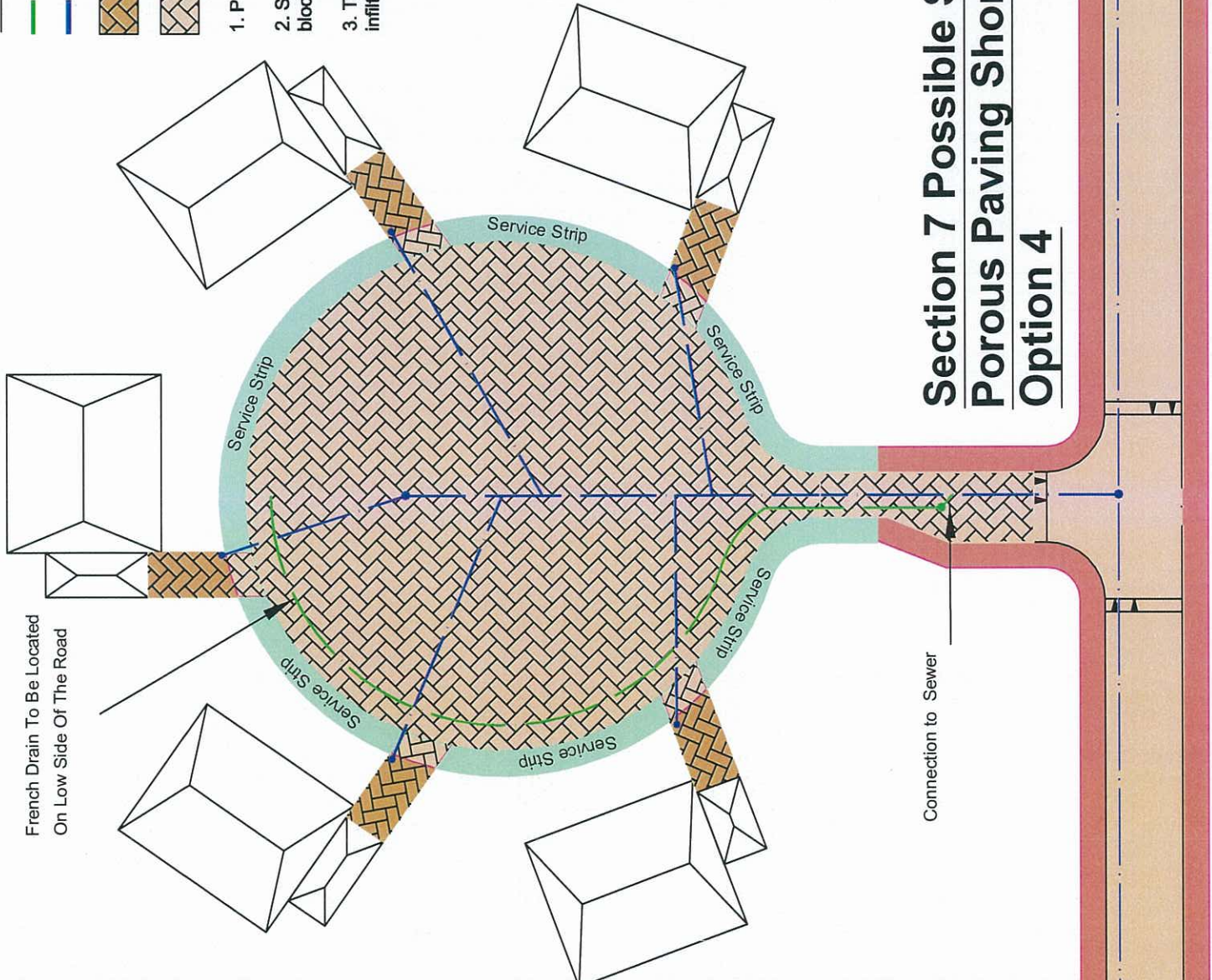
Incurtilage Porous Blockwork

Potentially Adoptable Porous Blockwork

1. Pipe may be oversized to assist with attenuation.

2. Some Local Authorities may not approve porous blockwork carriageway.

3. Topography and Soil Type may allow for infiltration.



Section 7 Possible Shared Apparatus Porous Paving Short Culs De Sac Option 4

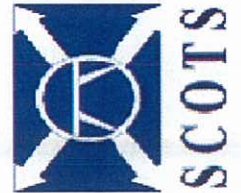
We certify that this is a true copy of the details referred to in the Section 7 Agreement

Scottish Water:

Date:

City of Edinburgh Council:

Date:





Public Health: 2

Statutes in Force

Official Revised Edition

Sewerage (Scotland) Act 1968

CHAPTER 47

Revised to 31st August 1979

BY AUTHORITY

LONDON : HMSO

£5.00 net

SEWERAGE (SCOTLAND) ACT 1968 (c. 47)

Part I, ss.6-8

6. Where . . .¹ in pursuance of section 13 below a local authority exercise any functions in relation to any part of the area of another local authority or in relation to any premises situated therein, they may do so as if that part or those premises were situated within their area.

Functions
outwith the area
of a local
authority.

7.—(1) Subject to the provisions of this section, [the Secretary of State] and a local authority may agree, on such terms and conditions as may be specified in the agreement, as to the provision, management, maintenance or use of their sewers or drains for the conveyance of water from the surface of [trunk roads] or surface water from premises.

Agreements
between
highway and
local
authorities.

(2) Where a sewer or drain with respect to which [the Secretary of State] and a local authority propose to make an agreement under this section discharges, whether directly or indirectly, into the sewers or sewage treatment works of another local authority, the agreement shall not be made without the consent of that other authority, who may give their consent upon such terms and conditions as they think fit.

(3) [The Secretary of State or a] local authority shall not unreasonably refuse to enter into an agreement for the purposes of this section or insist unreasonably upon terms or conditions unacceptable to the other party, and a local authority shall not, under subsection (2) above, unreasonably refuse to consent to the making of such an agreement or insist unreasonably upon terms or conditions unacceptable to either party thereto, and any dispute arising under this section to which the Secretary of State is not a party as to whether or not any authority are acting unreasonably, shall be referred to the Secretary of State, who, after consultation with the authorities concerned, shall determine the dispute, and his decision shall be final.

(4)

8.—(1) Subject to subsection (2) below, where a local authority are satisfied that premises are to be constructed within their area by any person, they may enter into an agreement with that person as respects the provision by that person or by them of sewers and sewage treatment works to serve those premises, and any such agreement may specify the terms and conditions on which the work is to be carried out, including provision as to the taking over by the authority of sewage treatment works so provided, and, in relation to any premises served or to be served by the sewers or works, shall be enforceable against the authority by the owner or occupier of the premises for the time being.

Agreements as
to provision of
sewers etc. for
new premises.

¹Words repealed by Local Government (Scotland) Act 1973 (c. 65), Sch. 29

²Words substituted by Local Government (Scotland) Act 1973 (c. 65), Sch. 27 Pt. II para. 180

APPENDIX 4

Maintenance Costs for SUDS - Source Control Options

SUDS Type	Maintenance Issues	Maintenance Task Description	Frequency	Unit	Cost by band			Minimum Charge
					1 - 100	100 - 200	> 200	
1. Roadside Swale System (Dry)	overgrown grass, items of litter	Removal of litter	Biannually	m	£ 2.00	£ 1.00	£ 0.50	minimum charge of £200 (2hrs)
		Grass cutting	Biannually	m	£ 2.00	£ 1.00	£ 0.50	minimum charge of £200 (2hrs)
		Shrub clearance	Biannually	m	£ 2.00	£ 1.00	£ 0.50	minimum charge of £200 (2hrs)
		Inspect control structures	Biannually	item	£ 10.00	x	x	
2. Roadside Filter Strips	clogging by sediments, items of debris	Removal of litter	Biannually	m	£ 2.00	£ 1.00	£ 0.50	minimum charge of £200 (2hrs)
		Removal of silt	every 5 years	m	£ 8.00	£ 8.00	£ 6.00	minimum charge of £500 (4hrs) - inc. material
3. Filter Drains (french drains)	clogging by sediments	Removal of litter	Biannually	m	£ 2.00	£ 1.00	£ 0.50	minimum charge of £200 (2hrs)
		Inspect control structures	Biannually	item	£ 10.00	x	x	
		Removal & rehabilitation of top layer of filter material	every 5 years	m	£ 8.00	£ 8.00	£ 6.00	minimum charge of £500 (4hrs) - inc. material
4. Infiltration Trench	overgrown grass, items of litter	Removal of litter	Biannually	m	£ 2.00	£ 1.00	£ 0.50	minimum charge of £200 (2hrs)
		Grass cutting	Biannually	m	£ 2.00	£ 1.00	£ 0.50	minimum charge of £200 (2hrs)
		Inspect control structures	Biannually	item	£ 10.00	x	x	
5. Filter Trench	overgrown grass, items of litter	Removal of litter	Biannually	m	£ 2.00	£ 1.00	£ 0.50	minimum charge of £200 (2hrs)
		Grass cutting	Biannually	m	£ 2.00	£ 1.00	£ 0.50	minimum charge of £200 (2hrs)
		Inspect control structures	Biannually	item	£ 10.00	x	x	
6. Soakaways	clogging by sediments	Inspect	Biannually	No	£ 50.00	x	x	
					1 - 200	200 - 500	> 500	
7. Concrete block permeable paving	infiltration of soil and fine materials	Sweeping with mechanical brush	Biannually	m ²	£ 1.50	£ 0.45	£ 0.30	minimum charge of £150 (2hrs)

6 February 2017



«Title_1» «Name_1» «Name_2»
«Council»
«Address»
«Column2»
«Column3»
«Column4»

Castle House
6 Castle Drive
Carnegie Campus
Dunfermline
KY11 8GG

Dear «Title_1» «Name_2»,

Memorandum of Understanding regarding the provision of surface water drainage from housing developments

Over the last year, representatives from the SCOTS Roads Group, SCOTS Flood Group and Scottish Water with support from the Scottish Government, have worked in partnership to develop a collaborative framework that enables shared sustainable drainage systems designed to treat and convey road drainage and surface water from the roofs and curtilages of buildings.

The framework is in the form of a memorandum of understanding (MOU) which outlines the principles of working together to minimise the costs to roads authorities, Scottish Water and developers. Under these principles the surface water drained from the roads and the curtilage of houses within the development will be accommodated within a shared system, with the maintenance responsibilities shared between the two authorities.

Although not legally binding, all Local Authorities are encouraged to adopt the framework and enter into a maintenance agreement with Scottish Water under Section 7 of the Sewerage (Scotland) Act 1968 for individual developments. Should Scottish Water or a Local Authority decide not to do so, they will have to ensure the provision of, and meet the full costs of maintaining, their own separate drainage systems for new developments.

We are content that a fair and reasonable arrangement has been achieved and are fully in support of this proposal. This type of co-operation and collaboration is fundamental to integrated surface water management and will also be a significant step towards meeting the obligations of Local Authorities and Scottish Water to help facilitate the implementation of sustainable flood risk management in Scotland.

With this in mind, the framework represents the preferred arrangement for all new housing developments. The signatories wish to encourage Local Authorities to adopt and apply this framework with immediate effect as set out in the accompanying documentation.

Yours sincerely,

Douglas Millican
Chief Executive
Scottish Water

Neil Ritchie
Head of Natural Assets
and Flooding
Scottish Government

Scott Allan
Executive Chair
SCOTS

Enc. Documentation package

