

Appendix 1

Option	Description	Potential Risk	Requirements/key questions
<p>In-House Maintenance with Commuted Maintenance Sum</p>	<p>Payment of a commuted sum based on the type of drainage system implemented to cover maintenance charges for the lifetime of the development. This is similar to the funding mechanism for Section 38 adoption and Section 106 of the Town and Country Planning Act 1990 (where planning is involved).</p>	<p>Local authority management and responsibility.</p> <p>The requirement for commuted sum would need to be viable for the site. Historically a disincentive for a developer.</p> <p>Commuted sums are calculated for the lifetime of the development and would need to be ring fenced within the authority.</p> <p>Contributions for commuted sums are usually calculated early in the development design. Whilst SAB would promote early consideration, there is a perceived risk to the viability of future development and contributions to S106.</p> <p>Commuted sum is calculated over the lifetime of the development and there are risks for unfunded liabilities.</p> <p>Attractive to the end users as there is no ambiguity for service charge payments and the expense is borne by the developer.</p> <p>There is currently no in house team to deliver SuDS maintenance. Potential to use funds to employ external contractor/develop in-house teams.</p>	<p>Early involvement and agreement with developer for costs</p> <p>Development of in house maintenance team AND/OR resource for management of external contractors</p> <p>Development of in house inspection team</p>

Option	Description	Potential Risk	Requirements
<p>Private Management Company with direct charge on property</p>	<p>Householders pay a sum to a management company as part of a service charge with no direct Council involvement in maintenance</p>	<p>External contractor relied upon for a mandatory requirement and not under control of Council.</p> <p>The statutory requirement to adopt and maintain SuDS resides with the Council; this would be outsourcing of a statutory duty where liability for flood risk remains with the Council.</p> <p>Payment by householders for the complete life span of the development and SuDS.</p> <p>Residents may resent the idea of an 'additional tax' and request that the Council adopt the feature without access to finances.</p> <p>The private company may go into administration and liquidate. The option would need a contract to ensure Council step in rights when required; there would still be a legal requirement for the maintenance by the Council.</p> <p>Should the Council utilise step-in rights it will still need a funding mechanism and therefore will need to continue to charge residents for future maintenance.</p> <p>Should residents renege on payment the Council will need a legal enforcement mechanism to recover funds.</p> <p>Significant risk in relation to land ownerships and easements.</p>	<p>Robust legal agreements to ensure that the Council is fulfilling its mandatory duty.</p> <p>The ability to step-in where maintenance of SuDS features is inadequate and the risk of flood is apparent.</p> <p>Access to funds to ensure any step-in is possible and any necessary maintenance is sustainable.</p> <p>Access to funds in an emergency event to prevent actual or potential flooding as a result of inadequate maintenance.</p>