
A/44/26/PL – Drainage Maintenance and Management Plan 21-254-01D

From Tybie Hous [REDACTED]
Date Fri 31/07/2026 20:19
To Planning <Planning@arun.gov.uk>

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Dear ADC Planning,

Further to the additional drainage documents recently uploaded, we have reviewed Odyssey's *Drainage Maintenance and Management Plan*, reference 21-254-01D, dated July 2026.

Please treat this email as planning case correspondence raising specific questions requiring a clear and substantive response, rather than merely as a representation to be uploaded without reply. For the avoidance of doubt, this is neither in favour of nor in opposition to the application.

We have considered the plan against the submitted drainage calculations and drawings, the previous technical reviews and the drainage infrastructure known to exist on the ground. On that basis, the document does not appear to provide an accurate, site-specific account of the proposed drainage system. It contains generic descriptions that conflict with the submitted design and leaves important questions concerning maintenance, access and enforceability unresolved.

Our concerns are as follows.

1. Inaccurate description of the drainage system

Paragraph 1.1.3 states that the surface-water network includes:

"infiltration blankets / trench soakaways"

Paragraph 2.1.2 similarly refers to infiltration blankets and trench soakaways in the plural.

However, the submitted drainage calculations contain only one infiltration feature: SA1. The remaining attenuation features store or convey water to SA1; we cannot identify any separate trench soakaways within the submitted design or calculations.

Paragraph 2.5.1 also states:

"Infiltration blankets / trench soakaways are proposed on this site to drain surface water falling directly onto the roofs."

That is not an accurate description of the submitted system. Roof water is conveyed through the drainage network to SA1; it is not discharged into multiple local trench soakaways.

Please therefore:

1. confirm that SA1 is the only infiltration feature relied upon in the submitted calculations and that no separate trench soakaways form part of the present design; and
2. explain why the plan refers to multiple infiltration blankets and trench soakaways, and require the applicant to amend it so that it accurately describes the drainage arrangement submitted for this site.

2. Permeable paving incorrectly described as infiltrating to ground

Paragraph 2.2.1 states:

“The system will be ultimately lined with a permeable geotextile, this will allow the surface water to infiltrate into the ground below.”

That does not accord with the submitted drainage design or calculations. The permeable paving provides attenuation storage, with the stored water subsequently conveyed through the drainage network to SA1. The calculations do not rely upon direct infiltration from the permeable paving into the underlying ground. The paving was originally constructed and relied upon as part of the infiltration system in previous applications. Under the present design, however, it functions only as attenuation storage, with discharge ultimately directed to SA1. Although some incidental infiltration into the underlying ground may occur, that capacity is likely to diminish over time and cannot readily be maintained or restored. It ought therefore not to be relied upon as part of the drainage design. The Maintenance and Management Plan ought to describe the paving’s current proposed hydraulic function, rather than repeating the function attributed to it under the earlier drainage schemes.

Please therefore:

1. explain why paragraph 2.2.1 describes the permeable paving as allowing water to infiltrate into the ground below;
2. amend the plan so that it reflects the submitted drainage design and the construction actually installed.

Table 2.1 also refers repeatedly to maintaining the paving’s “infiltration capacity” and “infiltration performance”. In the context of paragraph 2.2.1, those references similarly misdescribe the role of the paving under the present design, which relies upon it for attenuation rather than infiltration into the underlying ground.

3. Statement that no flooding is allowed

Paragraph 2.4.4 states:

“The design of drainage channels is based on a full-bore condition however no flooding is allowed.”

That statement is directly inconsistent with the submitted hydraulic model. For the FEH22 1 in 100-year event plus 45% climate change, the Factor of Safety 1.5 model identifies:

- pipe 7.000, between nodes 9 and 10, as **"Flood"**; and
- pipes 6.000, between nodes 5 and 6, 1.000, between nodes 1 and 2, and 7.001, between nodes 10 and 11, as **"Flood Risk"**.

The Factor of Safety 5 sensitivity model does not resolve the issue: it records the same four pipes with the same "Flood" or "Flood Risk" classifications

Please therefore:

1. explain how paragraph 2.4.4 can state that no flooding is allowed when the hydraulic model identifies pipe 7.000 as **"Flood"** and pipes 6.000, 1.000 and 7.001 as **"Flood Risk"**;
2. explain how those modelled outcomes are consistent with the claimed operation of the proposed drainage system; and
3. amend either the design or the Maintenance and Management Plan so that the two are technically consistent.

4. Inspection and maintenance arrangements

Paragraph 2.5.4 states that the perforated distributor pipes will be accessible through dedicated inspection chambers, allowing CCTV inspection and jetting. The Maintenance and Management Plan should identify which chambers or access points shown on the submitted drainage drawing are relied upon for that purpose.

This is particularly relevant because drawing 21-254-702G shows an inspection chamber with an invert level of approximately 10.162 m AOD and an eastern rodding eye within plot 4, neither of which presently exists on site. This naturally raises the question as to whether other essential items are also missing.

Please therefore:

1. confirm whether those features are required to provide the inspection and maintenance access described in paragraph 2.5.4; and
2. confirm that they are to be installed as part of the proposed works, together with any other missing components required for the inspection and maintenance of the completed system.

5. Overflow basin above SA1

Paragraph 2.6.1 describes the dry detention basin within the public open space as:

"an infiltration blanket emergency overflow"

Paragraph 2.1.2 similarly describes it as providing:

"emergency and spare volume for overflow from the infiltration blanket located within public open space."

This is the surface overflow basin situated directly above SA1. The physical and hydraulic relationship between SA1 and the basin has already required clarification. ADC's drainage

consultant specifically asked for confirmation that the storage attributed to SA1 and the overflow basin did not occupy the same physical space. Odyssey responded that SA1 has no modelled storage above the top of its infiltration blanket at 9.12 m AOD and that water rising above that level is instead routed into the separate surface basin.

However, describing the basin merely as providing “emergency and spare volume” appears to understate its role within the submitted design. In the FEH22 1-in-100-year plus 45% climate-change 480-minute event at a factor of safety of 1.5, the model places 55.570 m³ within the overflow basin. In the factor-of-safety-5 sensitivity model, it places 218.735 m³ within the basin and appears to identify it as “**Flood Risk**”, notwithstanding that its freeboard-compliant volume is stated to be 115.788 m³. The basin is therefore not simply unused reserve capacity: the hydraulic model actively relies upon it once SA1 becomes effectively full.

Please therefore:

1. explain why the basin is described merely as “emergency and spare volume” when the submitted calculations actively rely upon it during the modelled design events;
2. require the applicant to amend the Maintenance and Management Plan so that it clearly distinguishes between the below-ground storage and infiltration provided by SA1 and the separate surface storage provided by the basin above it;
3. explain how the required basin levels, storage volume, banks, freeboard and overflow gullies will be inspected and maintained so that its calculated capacity remains available; and
4. reconcile the proposed maintenance regime with the factor-of-safety-5 result, under which the basin is identified as “**Flood Risk**” and contains substantially more water than its stated freeboard-compliant volume.

6. Water-butt maintenance and enforceability

Paragraph 2.7.1 states:

“The water butts shall be maintained by the individual property owners or management company (as applicable).”

The revised drawings show the proposed water butts within the individual private plots, and Odyssey has specified a 210-litre Wickes Water Butt Kit, or similar. Paragraph 3.1.2 of the Maintenance and Management Plan also places responsibility for drainage components situated within land conveyed to an individual property owner upon that owner. It is therefore unclear in what circumstances the management company would be responsible for any of the water butts.

Odyssey has previously stated that water butts at occupied properties would be delivered to homeowners for them to install, whereas the applicant would install them at vacant properties. Delivering a water butt to an existing homeowner does not ensure that it will be accepted, correctly installed, connected, retained or subsequently maintained.

The submitted hydraulic assessment is said to rely upon the infiltration and storage provided by SA1 and the basin above it, rather than upon storage within the water butts. The water butts instead appear to have been introduced principally to demonstrate compliance with the interception and wider SuDS requirements of Standard 3. Nevertheless, if they are relied upon as part of the compliant drainage scheme, their installation, retention and continued operation must still be capable of being secured.

Paragraph 2.7.2 requires the responsible party to inspect and clean each water butt, remove accumulated sediment, check for leaks and ensure that its inlet, outlet, overflow and tap remain

operational. Paragraph 2.7.3 further requires damaged or defective components to be repaired or replaced promptly. The plan does not identify any existing mechanism by which those obligations can be imposed upon the owners of properties that have already been sold.

Please therefore:

1. confirm that, once installed, each water butt situated within a private plot is intended to be the responsibility of the individual homeowner, and explain the circumstances in which the management company would instead be responsible;
2. explain how homeowners at occupied properties will be required to accept, install and correctly connect the water butts delivered to them;
3. identify the existing provision within the TP1, deed of covenant or other binding document that requires each present and future homeowner to retain, inspect, maintain, repair and replace the water butt;
4. confirm whether the applicant proposes to obtain a deed of variation, supplemental covenant or other binding agreement from the owner of each property in order to impose those obligations and, if not, identify the alternative enforceable mechanism relied upon;
5. explain what will occur if an existing homeowner declines to enter into any proposed deed or agreement, refuses to install the water butt, or subsequently disconnects or removes it;
6. identify who will be entitled and responsible to inspect the water butts and verify that they remain correctly installed, connected and operational;
7. identify any rights of access relied upon for those inspections and for maintenance or replacement works;
8. explain who may carry out maintenance, repair or replacement where an owner fails to do so, and how the associated cost would be recovered;
9. confirm whether individual homeowners will be required to finance routine maintenance, repair and replacement themselves; and
10. confirm that any replacement must provide at least the specified 210-litre capacity and an equivalent connection and overflow arrangement.

We have already asked ADC how the installation, retention and maintenance of the water butts will be enforced against individual homeowners and continue to await a substantive response. Paragraphs 2.7.1–2.7.3 do not answer that question.

7. Responsibility for drainage assets

Paragraph 3.1.2 makes residents responsible for drainage within the land conveyed to them. Paragraph 3.1.3 makes the management company responsible for shared drainage.

The plan does not include an asset schedule identifying which components are private, which are shared and which shared components are situated within private plots.

Please provide a complete drainage asset register identifying, for every component:

1. its drawing reference and location;
2. whether it serves one property or forms part of the shared system;
3. the party responsible for inspection and maintenance;
4. the party responsible for repair and replacement;
5. the applicable inspection frequency; and
6. the party responsible for the associated cost.

Without such a schedule, it is difficult for the division of responsibility to be understood or implemented.

8. Professional inspections and cost to residents

Paragraph 3.1.7 requires the management company to prepare a bespoke maintenance record based upon CIRIA Table B.25. Several of the matters covered by that assessment—including hydraulic performance, ponding, sediment accumulation, pollution, flow controls and deterioration of permeable surfaces—are likely to require inspection by a suitably competent drainage or SuDS contractor rather than an ordinary grounds-maintenance company.

Under paragraphs 5.1.1 and 5.1.2, the associated professional fees will ultimately be recovered from residents through the estate charges. This therefore represents a further recurring increase in the service charge arising from the proposed drainage scheme, in addition to routine maintenance, remedial works and sinking-fund contributions.

9. Ability to amend the maintenance regime

Paragraph 3.1.5 states that the management company may review the maintenance regime and amend its internal processes and procedures “to suit”.

This plan forms a material part of the drainage proposal upon which planning permission is being sought. The inspection and maintenance requirements set out within it are therefore part of the basis upon which the long-term performance of the proposed drainage system is to be assessed.

The ability of the management company subsequently to amend those arrangements ought therefore to be strictly limited. Minor administrative or operational adjustments may be reasonable, but the plan should not permit inspection frequencies, maintenance standards or other substantive requirements to be reduced to the point that the eventual regime is materially different from that considered and accepted through the planning application.

Please therefore confirm:

1. which requirements within the plan are fixed;
2. the limited circumstances in which they may be varied;
3. who will determine whether a proposed variation is technically acceptable; and
4. whether any material variation will require the prior written approval of ADC.

10. Appendix A and the submitted drawings

Paragraph 3.1.6 refers to:

“the approved drainage designs (please refer to Appendix A for approved designs).”

However, Appendix A contains no drainage drawings. It consists only of a divider page before Appendix B begins.

Please provide a complete, corrected document containing the drawings upon which the maintenance plan relies.

The application has also not yet been determined, so describing the drawings as “approved” is premature. The plan ought to identify the precise drawing numbers and revisions forming part of

the current submission.

11. Management-company failure

Paragraph 3.1.8 states that, if the appointed private management company is unable to fulfil its duties, residents will be responsible for forming or appointing a new management company.

That does not accurately reflect the existing arrangements. Mayflower Meadow (Angmering) Management Company Limited already exists, and the residents are or will become members of that company. A managing agent is currently appointed to act on its behalf, but the managing agent is not itself the management company.

If paragraph 3.1.8 is intended to address the position where the managing agent ceases acting, MM(A)MCL would ordinarily appoint a replacement agent. The residents would not need to form or appoint a new management company.

Please therefore:

1. confirm that the drainage-maintenance obligations are intended to rest with Mayflower Meadow (Angmering) Management Company Limited;
2. distinguish clearly between the management company and any managing agent appointed by it;
3. amend paragraph 3.1.8 to explain what would occur if the managing agent ceased acting; and
4. explain what contingency is intended if MM(A)MCL itself became unable to discharge its obligations, bearing in mind that the existing property transfers and estate-management arrangements are structured around that named company.

12. As-constructed verification

The Maintenance and Management Plan relates to the proposed drainage works, which have not yet been completed. An as-constructed survey of the proposed system cannot therefore be provided at this stage.

However, the plan ought to expressly require the completed works to be surveyed and verified before they are handed over for long-term maintenance. This is particularly important because drawing 21-254-702G includes an inspection chamber and rodding eye within plot 4 that do not presently exist, raising the possibility that other components shown on the submitted drawings may also need to be installed or altered as part of the proposed works.

Please therefore request that the plan includes a requirement for the following to be completed before the maintenance period commences:

1. a complete as-constructed drainage survey of the completed works;
2. a final as-constructed asset register, recording every installed drainage component and the party responsible for its inspection, maintenance, repair and replacement;
3. verification of the locations, existence and levels of all chambers, rodding eyes, distributor pipes, outlets and other maintenance access points;
4. confirmation that the completed system corresponds with the drawings forming part of any planning permission;
5. a schedule identifying and explaining any departures from those drawings;

6. a formal handover inspection recording any outstanding defects and the works required to remedy them; and
7. provision of the completed survey, asset register, inspection records and maintenance information to Mayflower Meadow (Angmering) Management Company Limited and its appointed managing agent.

Without an express verification and handover requirement, responsibility could be transferred for maintaining a system whose final construction, components and maintenance access arrangements have not been formally recorded.

13. Conclusion

Taken together, the matters identified above indicate that the Maintenance and Management Plan does not yet provide an accurate and sufficiently site-specific account of how the proposed drainage system is to be maintained. It misdescribes the hydraulic function of several components, conflicts with the submitted model outputs, does not clearly allocate responsibility for all private and shared assets, and does not establish how the proposed water-butt obligations will be secured against individual homeowners.

The proposed inspection regime is also likely to require professional drainage or SuDS input, the cost of which will ultimately be recovered from residents through their estate charges.

We therefore ask that the applicant be required to submit a corrected, genuinely site-specific Maintenance and Management Plan which:

1. accurately describes the hydraulic function of each component within the current proposal;
2. is consistent with the submitted drawings and hydraulic calculations;
3. clearly allocates responsibility for every private and shared drainage asset;
4. demonstrates how the installation, retention, inspection, maintenance and replacement of the water butts will be secured;
5. correctly identifies Mayflower Meadow (Angmering) Management Company Limited as the management company and distinguishes it from its managing agent;
6. limits any future amendment of the maintenance regime so that it cannot become materially different from that considered through the planning application;
7. includes the drawings and revisions upon which it relies; and
8. requires formal as-constructed verification and handover documentation following completion of the proposed works.

Please also confirm whether ADC considers the present document acceptable notwithstanding the matters identified above and, if so, provide the technical basis for that conclusion.

The plan forms a material part of the drainage proposal upon which planning permission is being sought. The inconsistencies and unresolved maintenance arrangements identified above should therefore be addressed before the application is determined, rather than being left to clarification after permission has been granted.

We ask that a clear and substantive response is provided within the ten working days allowed by ADC's published correspondence policy.

Kind regards,

Dr Tym Huckin BSc(Hons) FIAP MBCS

