

Application to build or retain a structure over works and/or easements

Water Industry Act 1994. Section 66

City West Water

Address Locked Bag 350, Sunshine 3020

Phone 9313 8379

Email buildover@citywestwater.com.au

Fax 9313 8799

This application is required for the:

(a) Building of a structure over an existing easement in favour of City West Water.

(b) Building of a structure and/or placing any fill, within 1.0m laterally of any City West Water asset.

APPLICATION FEE *(please allow a minimum of 10 working days for approval):* **\$ 214.90**

Applicant Details

Name: _____

Address: _____

Postcode: _____

Phone number (H): _____

Phone number (W): _____

Date: _____

** For information regarding City West Water's use of personal information provided on this form please refer to 'Important Privacy Notice' provided with this form.*

Description of the land

Street number: _____

Lot number: _____

XY Cord *(Office Use Only)*: _____

Street name: _____

Property Service number *(Office Use Only)*: _____

Suburb: _____

Receipt No. IV *(Office Use Only)*: _____

Postcode: _____

Melway Reference: _____

Please Note: The following must be provided prior to approval being given

1. Two (2) copies of design drawings **to scale**, including footing details and site plan, must be submitted with this application.
2. It is important that this document is signed and dated by the owner(s) as it is a legal document.

I/We _____ – being the owner(s)
apply for consent to a structure over City West Water works/easements described, subject to the conditions set out on the back hereof.

I/We have read and understood the "Important Information for Applicants" on page 2 of this application form.

Signed: _____

Date: / /

Important information for applicants

1. Section 66 of the *Water Industry Act 1994* (Vic) requires a person to obtain City West Water's approval before:
 - (a) building a structure, or placing fill, on an easement in favour of City West Water or on an easement designated for water supply, sewerage or drainage purposes; or
 - (b) building a structure, or placing fill, within one metre laterally of any asset of City West Water, or above or below this area; or
 - (c) removing anything that supports, protects, or covers an asset of City West Water, (together, "**the Buildover Works**").

Failure to obtain City West Water's approval is an offence under the *Water Industry Act 1994*.

2. City West Water's acceptance of this application form and application fee does not constitute approval for the construction of the Buildover Works. City West Water, taking into account our requirements for the protection of our assets and public safety will assess each application. City West Water's approval for construction of the Buildover Works is denoted by City West Water's endorsement of the Standard Conditions of Consent (below).
3. An application for Melbourne Water's approval may also be required. For further information, please call Melbourne Water on 13 17 22. A building or planning permit may also be required to construct the Buildover Works.

Standard conditions of consent

City West Water grants its approval for the Owner to construct a structure or place fill over City West Water's asset or easement, or within one metre (1m) of City West Water's asset ("the Buildover Works"), on the following conditions.

1. The Owner must construct the Buildover Works in accordance with the plans approved by City West Water. If the Owner wishes to vary the approved plans, the Owner must make a written application to City West Water for its approval. The application must include a copy of the amended plans (to scale) and a description of the purpose of the variation.
2. The Owner acknowledges that, in granting approval to plans for the Buildover Works, City West Water does not assume any responsibility or duty of care to the Owner in relation to the approval of the plans. The Owner accepts full responsibility and releases City West Water from all claims, actions, suits, and demands in relation to any structural deficiency of the Buildover Works, having regard to the presence of City West Water's asset or easement.
3. The Buildover Works:
 - (a) Must comply with all relevant laws and authorisations;**
 - (b) Must be self supporting, so that no structural loads are transmitted to any part of City West Water's asset;**
 - (c) Unless otherwise agreed with City West Water, must be constructed so that:**
 - I. The maximum length is no greater than 6.00 metres (internal) ;**
 - II. All structures, including any footings or posts, are at least one metre (1m) from the outer edge of the cover of any inspection opening such as sewer manhole or inspection shaft;**
 - III. No footing or post is located within 600mm horizontally or vertically of any buried asset owned by City West Water such as a sewer and property connection branch sewer;**
 - IV. Only bored piles are permitted;**
4. **In constructing the Buildover Works, the Owner must not cause any damage to City West Water's asset or easement, and must indemnify City West Water for any damage caused.**
5. **The Owner agrees to pay any additional costs of City West Water and its authorised agents to enter into and upon the Land and the structures contained on the Land at any time, for the purpose of inspecting, constructing, maintaining, repairing or replacing any land fill or asset of City West Water.**
6. **The Owner agrees to pay any additional costs of City West Water in inspecting, constructing, maintaining, repairing or replacing any land fill or asset of City West Water, which are incurred as a result of the presence of the Buildover Works. The Owner must pay this amount to City West Water within 30 days of receiving an invoice from City West Water setting out the amount payable.**
7. **The Owner must indemnify City West Water and hold City West Water harmless from and against all losses, liabilities, damages, costs and expenses directly or indirectly incurred by City West Water, its employees, officers and authorised representatives, or any other person, as a result of:**
 - (a) The construction of the Buildover Works; and**
 - (b) Any structural deficiencies in the Buildover Works, including its footings.**
8. **The Owner must not take or bring, and releases City West Water, from any claim, action, suit, and demand in respect of losses, liabilities, damages, costs and expenses incurred directly or indirectly by the Owner as a result of any works carried out by City West Water and its authorised agents for the purpose of inspecting, constructing, maintaining, repairing, or replacing any land fill or asset of City West Water beneath or in the vicinity of the Buildover Works.**
9. **The Owner agrees to disclose the existence of and the conditions of this consent to prospective purchasers or mortgagees of the Land.**

Note: Unless the structure or fill herein described is built or laid within 12 months from the date of this consent or any extension of 12 months which City West Water may give to the applicant, this consent will lapse.

Special conditions

The owner further agrees to:

Important Privacy Notice

City West Water Limited ABN 70 066 902 467 ("CWW") is a State Owned Company which provides retail water, sewerage and trade waste services to Melbourne's central business district, inner and western suburbs.

By completing this form you are providing personal information to CWW for the primary purpose of CWW providing you with a water or sewerage supply. To read City West Water's complete privacy statement, please visit www.citywestwater.com.au

Signed: _____

Date: / /

Office use only

City West Water Limited (ACN 06609020467)

Consents to the Structure/ Fill over an easement on favour of City West Water.

Structure/ Fill over an easement for Water supply, Sewerage or Drainage.

Structure / Fill within 1 metre laterally of City West Waters Works.

in accordance with the plans accompanying the application and the terms and conditions forming part of this consent.

Authorising Officer: _____

Date: / /

Title: _____

Date issued: / /

City West Water Limited

ABN 70 066 902 467

247-251 St Albans Road

Locked Bag 350

Sunshine Victoria 3020 Australia

Account and general enquiries: 131 691

Faults and emergencies: 13WATER (1392837)

Interpreter service: 131 450

Internet: www.citywestwater.com.au

Email: connections@citywestwater.com.au



Payment

If payment is being made by credit card – BLOCK LETTERS PLEASE *Note: all credit card records are immediately destroyed once processed.*

Title: Mr Mrs Ms Miss Other

Cardholder's Name: _____

Address: _____

Postcode: _____

Card Type: Visa Mastercard

Card Number: _____

Expiry date: / /

Signed: _____

Date: / /