



133 Macleod Street, PO Box 52, Bairnsdale, Victoria, 3875  
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**APPLICATION FOR STRUCTURE/FILL TO BE PLACED  
 OVER WORKS AND/OR EASEMENTS**

PLEASE PRINT AND TICK APPROPRIATE BOXES

Property No. \_\_\_\_\_  
 (Office Use Only)

**1 – PROPERTY OWNER DETAILS**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Town: \_\_\_\_\_ Postcode: \_\_\_\_\_

**2 – PROPERTY DETAILS**

Lot No: \_\_\_\_\_ Street No: \_\_\_\_\_ Street Name: \_\_\_\_\_

Town: \_\_\_\_\_ Postcode: \_\_\_\_\_

**3 – BUILDING DETAILS**

Is this application to place a  New structure or fill or is it to retain an  Existing structure?

Structure type:  House  Garage  Shed  Carport  Other \_\_\_\_\_

**4 – IMPORTANT CUSTOMER INFORMATION**

1. This application must be accompanied by plans indicating details of the structure to be placed or retained, its position relative to the allotment boundaries and the position of East Gippsland Water's works and/or easement (i.e. a site plan). The application will not be processed without this information.
2. East Gippsland Water's acceptance of this application is not to be construed as consent to begin any construction. Should the application be approved, East Gippsland Water will notify you in writing.
3. Failure to obtain East Gippsland Water's approval prior to the commencement of works may constitute an offence under Section 148 of the Water Act 1994 (Vic).

**5 – APPLICATION**

I/WE being the owner(s) of the land described above request approval to place a structure or fill over East Gippsland Water's works and / or easements as shown on the enclosed plans and agree to abide by the Conditions of Consent attached and any Special Conditions issued by East Gippsland Water.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Signed \_\_\_\_\_ Dated \_\_\_\_\_

**6 - FEES**

Application Fee - \$ \_\_\_\_\_ Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_

Application Approved  Yes  No Authorised Officer \_\_\_\_\_

**CREDIT CARD PAYMENTS**  VISA  MASTERCARD

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Expiry Date \_\_\_\_/\_\_\_\_

Name (on card) \_\_\_\_\_ Phone No. \_\_\_\_\_ Signature \_\_\_\_\_

**CONDITIONS OF CONSENT**

East Gippsland Water consents to the placement of structures / fill as described herein, subject to the following conditions. The property owner agrees;

1. To permit East Gippsland Water to enter into and upon the building or other structure and/or easement for the purpose of inspecting, constructing, maintaining or repairing any assets or other works of East Gippsland Water now laid or which may be hereinafter laid by East Gippsland Water and if necessary for that purpose to excavate through the said building or structure.
2. To be solely responsible for all injury loss or damage which may be occasioned to the said building or other structure by reason of or incidental to the carrying out of the inspection, construction, maintenance or repair of the said assets or other works of East Gippsland Water or by reason of or incidental to the presence of the said assets or other works of East Gippsland Water.
3. To indemnify and keep indemnified East Gippsland Water against all actions, claims, suits and demands arising out of or incidental to the erection and/or retention of the said building or other structure over the said assets or other works of East Gippsland Water and/or the said easement up until such time as East Gippsland Water may have received an agreement of indemnification suitable to it from any subsequent owner of the said land.
4. Unless any subsequent owner of the said land shall have agreed to do so to the satisfaction of East Gippsland Water, to pay to East Gippsland Water any additional costs incurred by it in inspecting, constructing, maintaining or repairing the said assets or other works by East Gippsland Water by reason of the said building or other structure having been erected over such assets or other works of East Gippsland Water and/or the said easement.
5. Not to sell or mortgage land to which this consent refers without first disclosing the contents of this Consent to the purchaser or mortgagee.
6. To accept full responsibility for the structural sufficiency of the said building or structure and its footings, having regard to the presence of East Gippsland Water's assets.
7. Plans and Sections of the proposed footings, and the relative position of the asset, to be submitted for the approval of East Gippsland Water's Engineer.
8. To undertake the whole of the work of construction with proper caution to ensure that no interference with East Gippsland Water's assets or the sewerage installation of the property occurs, in which regard sufficient notice is to be given to East Gippsland Water's Plumbing Inspection Department to enable suitable inspections to be undertaken of excavations for the footings of the said building or structure prior to concrete being poured

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(Office Use Only)

**7 – CONSENT**

Consent is hereby given subject to the conditions which are endorsed on this page.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Managing Director