

19 April 2021

Timothy Fisher
Fisher and Fisher
PO Box 938
Berwick VIC 3806

Email: tim@fisherandfisher.com.au

Dear Timothy,

RE: CULVERT CROSSING CONSENT
LOCATION: RACECOURSE ROAD CROSSING OVER KOROROIT CREEK - ALTONA
MW REFERENCE: MWA-1188445
YOUR REFERENCE: 0455-004

Thank you for your application and plans submitted on 11/04/2021 requesting the proposed works.

Melbourne Water **does not object** to the proposed culvert construction (as per submitted Drawing Number 0455-004 Sheets 1-33), subject to the following:

1. A copy of this correspondence **must** be kept on site at all times.
2. Prior to the commencement of works a site meeting is to be arranged with your contractor to establish a clear understanding of Melbourne Water's requirements. Inspection requests must be done by the Preferred Contractor via our online application process at the below link:

<https://www.melbournewater.com.au/planning-and-building/apply-to-build-or-develop/inspection-work>

Please note:

- a. Applicable fees must be paid prior to applying for an inspection
- b. The contractor must request the first/pre-inspection via this application, all other inspections will be managed directly with our Site Inspector
- c. All necessary items as per the approval letter will be requested via the application (this includes items such as Permit Recipient Training Number, SEMP, SWMS, JSA's, etc.)



3. **Prior to commencement of construction, a Site Environmental Management Plan (SEMP) must be produced and adopted on site. The SEMP must address the following:**
 - a. Sediment and silt management controls
 - b. Vegetation management techniques
 - c. Access tracks
 - d. Spoil stockpiling
 - e. Machinery/Plant locations
 - f. Exclusion fencing around native vegetation/habitat
4. **Prior to commencement of construction, a Work Method Statement and a Task Risk Assessment must be produced and adopted on-site.**

The statement must address the following:

- a. OH&S measures in place to reduce risk
 - b. Safe work practices
 - c. Process for machinery to access the creek
 - d. Diversion of flows for low and high flows
 - e. Evacuation procedure during times of high flows and fire danger periods
5. There is to be minimal disturbance to the bed and banks of the watercourse and appropriate protection at and immediately upstream and downstream of the culvert. Please note that any additional rock work or amendments to the original design required, as specified by the Asset Services Inspector, will be at the owner's cost.

A rock chute is to be placed along the bed of the creek to dissipate flows and prevent erosion.

See attached standard drawing 'Standard Drawings – Culvert Crossing' for further details.

6. The culvert must be counter-sunk into the stream bed to enable bed material to accumulate and avoid any artificial change in grade and designed to withstand impact loading likely to be imposed by moving debris.
7. Melbourne Water must maintain unobstructed access to the area at all times for operational and maintenance purposes. The works area must be kept to a minimum and clearly defined on-site, thus creating a clear path for Melbourne Water to access the reserve/waterway.
8. Fill resulting from excavation works must be stockpiled in an area outside the flood plain or as agreed with Melbourne Water. Excess fill must be removed from the site at the expense of the owner/contractor.

9. De-watering must be carried out in accordance with Environmental Protection Authority's guidelines, "Construction Guidelines for Major Construction Sites – December 1995". Under no circumstances is the waterway to be tampered with for purposes of de-watering the site.
10. Any disturbance or damage to areas along a declared waterway reserve, drainage easement/reserve or private property as a result of the works shall be kept to a minimum and reinstated as near as practicable to its former condition.

Reinstatement will include but not be limited to the following:

- a. Backfill, levelling and compaction
- b. Clean-up of site;
- c. Regrading the access track ;and
- d. Topsoiling and seeding of grassed areas (only if disturbed)

No vegetation may be cleared from the site without approval from Melbourne Water's Asset Services Inspector. Reinstatement will be at the owner's/developer's cost.

11. The works on the waterway and reinstatement of the affected area must be carried out to the satisfaction of Melbourne Water. Please contact the nominated Asset Services Inspector to arrange a Practical Completion Inspection. Upon inspection, Melbourne Water may order additional work/protection of the bank(s) around the proposed works as necessary. Any additional costs must be borne by the applicant/developer/owner.

Please note that this inspection is not a final inspection. Instead, a final inspection will be carried out no sooner than three months after the works have been deemed practically completed. This period will serve as a defects liability period, thus ensuring the culvert works withstand the variable conditions induced by the natural elements of rain and creek flows.

Please contact the relevant Asset Services Inspector to make the final inspection. Once the final inspection has been made by the Asset Services Inspector, the owner/agent shall complete the enclosed End of Defects Liability Form and return it to Melbourne Water.

12. A **5000.00** Asset Protection Security Deposit must be paid to Melbourne Water prior to any works commencing as a bond for the reinstatement of the reserve and bank protection works. **This amount will be refunded no sooner than three months from the completion of works as determined by a final inspection.** Any Asset Protection Security Deposit not claimed within 3 years from the date of this letter shall be forfeited, unless written notification is provided and agreed upon by Melbourne Water.

Please note that the Security Deposit will not accrue interest whilst it is held at Melbourne Water. Additionally, an inspection fee of **\$276.43** is made payable to **Melbourne Water Corporation** prior to the commencement of works. Payment must be accompanied by the enclosed Remittance Form and sent to:
devconnect@melbournewater.com.au

*Additional charges may apply in the recovery of fees. Please note that GST does not apply to this charge.

13. Lodgement of the above amount with Melbourne Water and/or making arrangements to proceed shall be deemed acceptance of these conditions.
14. Melbourne Water is indemnified against any damage caused to the proposed crossing structure due to floodwater or heavy rainfall.
15. Melbourne Water must not be represented in negotiations for access into private property. Access must be negotiated between the developer and the affected property owners.
16. Please note that the land owner is responsible for the ongoing maintenance of the proposed culvert crossing structure and associated works.
17. Melbourne Water is indemnified from any claims of injury or damage arising from the proposed works. Melbourne Water is indemnified from and against all liabilities, losses, damages, costs or expenses directly or indirectly incurred from the subject works, its officers, employees or authorised agents as a result of the works.
18. Please note the proposed works may trigger approval requirements concerning environmental, biodiversity and cultural heritage controls. Accordingly, you are advised to consult with the following authorities and agencies: Department of Environment, Land, Water and Planning (DELWP), Office of Aboriginal Affairs Victoria (OAAV), Heritage Victoria and Municipal Council.

For further information regarding Melbourne Water's requirements around culvert construction over waterways, please refer to our 'Constructing Waterway Crossings' guidelines: <https://www.melbournewater.com.au/sites/default/files/Constructing-waterway-crossings-guidelines.pdf>

You are advised that under the Water Act penalties apply for unauthorised interference with waterways under Melbourne Water's control.

Work must commence within 12 months from the date of this letter, after which this approval will lapse and Melbourne Water will reserve the right to either grant an extension of time or impose additional conditions.

Please note that our consent to your proposal does not affect the rights of any other parties over the area in question.

If further information is required on this matter, please contact the undersigned below on 131 722 or email devconnect@melbournewater.com.au quoting the Melbourne Water reference MWA-1188445.

Yours sincerely,



Sebastian McRae
Asset Service