

**APPLICATION FOR PERMISSION TO CONSTRUCT WATER SUPPLY PIPELINE
OR IRRIGATION CHANNEL CROSSING ON COUNCIL ROAD**

The General Manager
Gunnedah Shire Council
PO Box 63
GUNNEDAH NSW 2380

Dear Sir

Application is made for permission to construct a water supply pipeline irrigation channel and/or culvert within the boundaries of the road reserve as follows:

Road Name and No.

Location of Crossing (attach plan)

km(N,S,E,W) of its intersection with Road

Diameter and Material of Pipes

Pipeline Strength Rating/Class

Types of Joints (rubber ring, welded, etc)

Anticipated Pipeline Pressure (kPa)

In consideration of permission so granted, I/we hereby and on behalf of my/our successors agree:

1. To construct the pipeline, culvert and/or channel in all respects in accordance with the requirements of the Council.
2. To maintain the pipeline, channel and/or culvert in good order at all times and to the satisfaction of the Council.
3. To modify, shift or remove the pipeline, channel and/or culvert at any time if required to do so by the Council.
4. To carry out all work in connection with the pipeline, channel and/or culvert, at no cost to the Council.
5. That the Council accepts no responsibility for damage to the pipeline, channel and/or culvert arising out of the operations of the Council or by persons or vehicles using the road.
6. To indemnify and keep indemnified the Council from and against all actions, claims and damages that have arisen or that may at any future time arise from or in respect of any accident or otherwise howsoever out of the construction, provision, or maintenance or existence of the pipeline, channel and/or culvert by completing the attached Deed.

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Signature of Applicant(s)

Name:

Address:

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Date:

REQUIREMENTS AND CONDITIONS FOR INSTALLATION OF PRIVATE WATER SUPPLY OR IRRIGATION CROSSING ON COUNCIL ROADS

1. The pipeline is to be placed at a depth resulting in a minimum cover of 0.6m over the pipe at all points within the road reserve including the table drains and as far as practicable extend beyond the fence lines on either side of the road reserve.
2. All traffic control is to be undertaken in accordance with an approved traffic control plan in accordance with the RMS Traffic Control at Worksites Manual and approved by Council's Director Infrastructure Services or his/her agent at least two working days prior to the scheduled commencement of works.
3. Adequate warning signs are to be erected in advance of, and at the site of the work, advising the travelling public that such work is in progress. These signs can be hired from Council, but must be returned to Council on completion of the work.
4. If it is necessary to divert the traffic to permit the pipes to be laid then a suitable and marked side track is to be provided.
5. During the hours of darkness, flashing lights are to be erected on all signs connected with the work, and once again these can be hired from Council.
6. It will be the applicant's responsibility to maintain the lights, signs and side tracks in a safe and reasonable condition at all times in accordance with the regulations of the approved traffic control plan.
7. Upon completion of the work, the road and road reserve is to be restored by the applicant to a condition similar to that which existed prior to work being commenced to the satisfaction of the Director Infrastructure Services or his/her agent.
8. All rubbish etc is to be removed from the site, all surplus earth is to be levelled and the road table drains are to be free of any debris or matter which would obstruct or hinder the flow of water.
9. Council accepts no responsibility for any damage which may occur to the pipe culvert caused by vehicles, stock, road plant traversing the road or road reserve and the cost of repairing such damage will be the applicant's responsibility.
10. Council shall be indemnified against all actions and claims arising from the construction and use of the said pipeline.
11. The applicant requires execution by the General Manager to the Deed of Consent prior to any works being undertaken on the roadway.
12. In the event of the proposal containing banks situated on the road reserve and raised above the level of the natural country, it will be necessary for the applicant to sign an agreement to indemnify Council against any claims lodged for damage allegedly caused by these banks.
13. A bond of \$1500 must be lodged prior to work being commenced, the same to be refunded on completion and inspection of the work, less any costs due to restoration of road or reserve surface or damage to any of Council's signs or lights that may have been hired.

DEED OF CONSENT

THIS DEED is made the day of in the year
BETWEEN THE GUNNEDAH SHIRE COUNCIL (hereinafter called the Council) of the one part
and _____ (hereafter called the Ratepayer) of the
other part **WHEREAS** the Council has vested in it the fee simple of public roads known as -
_____ Road **AND WHEREAS** the ratepayer owns certain land on both
sides of the said public road the approximate position of which is shown on the plan hereto
annexed (hereinafter referred to as the "said plan" **AND WHEREAS** the ratepayer has sought
leave of the Council to construct and maintain a water supply pipeline under the said public road at
the approximate position shown on the said plan which the Council in the public interest has
agreed to grant **NOW THIS DEED WITNESSETH** that in consideration of the premises the Council
does hereby grant to the Ratepayer the personal right leave and license to construct the said water
supply pipeline and to use and maintain the same for the purpose aforesaid such pipeline to be
constructed at the expense of the Ratepayer in the manner and to the specification determined by
the Council and the Ratepayer covenants and agrees with the Council that he will at all times
maintain the said pipeline and keep the same in repair to the reasonable satisfaction of the Council
and **THIS DEED DOTH WITNESSETH** that in consideration of such grant aforesaid the Ratepayer
HEREBY INDEMNIFIES and holds harmless the Council against all actions suits claims and
demands costs and expenses of any kind which may arise whether in negligence or nuisance or
otherwise out of the construction or use of the said pipeline or the user of part of the said public
road or the flow of water along the said pipeline and **IT IS HEREBY DECLARED** that this deed will
inure for the benefit of the Council or its successors and shall bind the ratepayer his executors and
administrators.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year
first hereinbefore written.

**SIGNED ON BEHALF OF
GUNNEDAH SHIRE COUNCIL**

General Manager

Witness

SIGNED BY THE APPLICANT

Applicant

Witness