



NOTICE OF AN APPLICATION FOR PLANNING PERMIT

<i>The land affected by the application is located at:</i>	349 Taylor Bay-Right Arm Road TAYLOR BAY, (LOT: 24 LP: 44119)
<i>The application is for a permit to:</i>	Development of land for a jetty
<i>The applicant for the permit is:</i>	Hedger Constructions Pty Ltd
<i>The application reference number is:</i>	2024/14
<i>You may look at the application and any documents that support the application by visiting our website via the following web address:</i>	www.murrindindi.vic.gov.au/PlanningComment

Any person who may be affected by the granting of the permit may object or make other submissions to the responsible authority.

An objection must be sent to the responsible authority in writing, with the full name and postal address of the objector and include the reasons for the objection, and state how the objector would be affected.

The responsible authority must make a copy of every objection available at its office for any person to inspect during office hours free of charge until the end of the period during which an application may be made for review of a decision on the application.

<i>The responsible authority will not decide on the application before:</i>	22 March 2024
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If you object, the responsible authority will tell you its decision.

The planning unit can be contacted on (03) 5772 0333 or planning@murrindindi.vic.gov.au.



Planning Enquiries
Phone: (03) 5772 0317
Email: planning@murrindindi.vic.gov.au
Web: www.murrindindi.vic.gov.au

Office Use Only

Specify class of VicSmart application:

Application No.:

Date Lodged: / /

Application for a Planning Permit

If you need help to complete this form, read MORE INFORMATION at the back of this form.

▲ Any material submitted with this application, including plans and personal information, will be made available for public viewing, including electronically, and copies may be made for interested parties for the purpose of enabling consideration and review as part of a planning process under the *Planning and Environment Act 1987*. If you have any concerns, please contact Council's planning department.

▲ Questions marked with an asterisk (*) must be completed.

▲ If the space provided on the form is insufficient, attach a separate sheet.

i Click for further information.

Clear Form

Application Type

Is this a VicSmart application?*

☒ No ☐ Yes

If yes, please specify which
VicSmart class or classes:.....

▲ If the application falls into one of the classes listed under Clause 92 or the schedule to Clause 94, it is a VicSmart application.

Pre-application Meeting

Has there been a
pre-application meeting
with a Council planning
officer?

☐ No ☒ Yes

If 'Yes', with whom?: *Phone conversation with Council*

Date: *9.2.24*

day / month / year

The Land **i**

Address of the land. Complete the Street Address and one of the Formal Land Descriptions.

Street Address *

Unit No.: St. No.: *349* St. Name: *Taylor Bay Right Arm Rd*
Suburb/Locality: *Taylor Bay* Postcode: *3713*

Formal Land Description *

Complete either A or B.

▲ This information can be found on
the certificate of title.

If this application relates to more than one
address, attach a separate sheet setting out
any additional property details.

A Lot No.: *24* ☐ Lodged Plan ☐ Title Plan ☒ Plan of Subdivision No.: *04119*
OR
B Crown Allotment No.: Section No.:
Parish/Township Name:

Please also refer to Lot 1/TP 880236

Title & Title plan also attached

The Proposal
as part of a planning process under the Planning and Environment Act 1987.

The document must not be used for any purpose which may breach the application Privacy Laws.

Insufficient or unclear information will delay your application.



For what use, development or other matter do you require a permit? *

to construct boat ramp & floating jetty



Provide additional information about the proposal, including: plans and elevations; any information required by the planning scheme, requested by Council or outlined in a Council planning permit checklist; and if required, a description of the likely effect of the proposal.



Estimated cost of any development for which the permit is required *

Cost \$



You may be required to verify this estimate.
Insert '0' if no development is proposed.

If the application is for land within **metropolitan Melbourne** (as defined in section 3 of the *Planning and Environment Act 1987*) and the estimated cost of the development exceeds \$1 million (adjusted annually by CPI) the Metropolitan Planning Levy **must** be paid to the State Revenue Office and a current levy certificate **must** be submitted with the application. Visit www.sro.vic.gov.au for information.

Existing Conditions

Describe how the land is used and developed now *

For example, vacant, three dwellings, medical centre with two practitioners, licensed restaurant with 80 seats, grazing.

1 dwelling



Provide a plan of the existing conditions. Photos are also helpful.

Title Information

Encumbrances on title *

Does the proposal breach, in any way, an encumbrance on title such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?



Yes (If 'yes' contact Council for advice on how to proceed before continuing with this application.)



No



Not applicable (no such encumbrance applies).



Provide a full, current copy of the title for each individual parcel of land forming the subject site.
The title includes: the covering 'register search statement', the title diagram and the associated title documents, known as 'instruments', for example, restrictive covenants.

Provide details of the applicant and the owner of the land.

Applicant *

The person who wants the permit.

Please provide at least one contact phone number *

Where the preferred contact person for the application is different from the applicant, provide the details of that person.

Owner *

The person or organisation who owns the land

Where the owner is different from the applicant, provide the details of that person or organisation.

Name:		
Title:	First Name: GEORGINA	Surname: BETT
Organisation (if applicable): HEDGER CONSTRUCTIONS PTY LTD		
Postal Address:		If it is a P.O. Box, enter the details here: PO BOX 343
Unit No.:	St. No.:	St. Name:
Suburb/Locality: Altona	State: VIC	Postcode: 3714

Contact person's details*

Same as applicant ☒

Name:		
Title:	First Name:	Surname:
Organisation (if applicable):		
Postal Address:		If it is a P.O. Box, enter the details here:
Unit No.:	St. No.:	St. Name:
Suburb/Locality:	State:	Postcode:

Name:		
Title:	First Name: RONALD	Surname: MORAY

Information requirements


Is the required information provided?

☐ Yes ☐ No

Contact Council's planning department to discuss the specific requirements for this application and obtain a planning permit checklist.

Declaration

This form must be signed by the applicant *

 Remember it is against the law to provide false or misleading information, which could result in a heavy fine and cancellation of the permit.

I declare that I am the applicant; and that all the information in this application is true and correct; and the owner (if not myself) has been notified of the permit application.



Date: 9/2/24
day / month / year

as part of a planning process under the Planning and Environment Act 1987.

The document must not be used for any purpose which may breach Copyright or Privacy Laws.

Checklist

Have you:

<input type="checkbox"/>	Paid or included the application fee?	 Most applications require a fee to be paid. Contact Council to determine the appropriate fee.
	Provided all necessary supporting information and documents?	
<input checked="" type="checkbox"/>	A full, current copy of title information for each individual parcel of land forming the subject site.	
<input checked="" type="checkbox"/>	A plan of existing conditions.	
<input checked="" type="checkbox"/>	Plans showing the layout and details of the proposal.	
<input checked="" type="checkbox"/>	Any information required by the planning scheme, requested by council or outlined in a council planning permit checklist.	
<input type="checkbox"/>	If required, a description of the likely effect of the proposal (for example, traffic, noise, environmental impacts).	
<input type="checkbox"/>	If applicable, a current Metropolitan Planning Levy certificate (a levy certificate expires 90 days after the day on which it is issued by the State Revenue Office and then cannot be used). Failure to comply means the application is void.	
<input checked="" type="checkbox"/>	Completed the relevant council planning permit checklist?	
<input checked="" type="checkbox"/>	Signed the declaration above?	

Need help with the Application?

If you need help to complete this form, read More Information at the end of this form.

For help with a VicSmart application see Applicant's Guide to Lodging a VicSmart Application at www.planning.vic.gov.au

General information about the planning process is available at www.planning.vic.gov.au

Assistance can also be obtained from Council's planning department.

Lodgement

Lodge the completed and signed form, the fee and all documents with:

Murrindindi Shire Council
PO Box 138
Alexandra VIC 3714

Shire Offices
Perkins Street
Alexandra VIC 3714

Contact information:

Phone: (03) 5772 0317

Fax: (03) 5772 2291

Email: planning@murrindindi.vic.gov.au

Deliver application in person, by post or by electronic lodgement.

1 SITE PLAN - PROPOSED BOAT RAMP
SCALE: 1 : 250

USE FOR Floating Jetty

NOTE:
MINIMUM FREE BOARD (MEASURED FROM THE TOP OF THE FLOATION SYSTEM) UNDER A LIVE LOADING OF 3 kPa SHOULD BE AT LEAST 25% OF THE DIAMETER OF A CYLINDRICAL FLOAT AND 5% OF THE MOULDED DEPTH (MIN 50MM) FOR RECTILINEAR FLOAT.

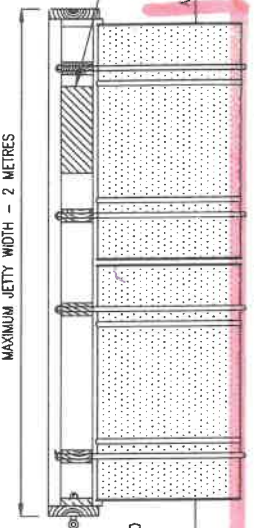
CONDITIONS OF USE:

1. DRAWING TO BE READ IN CONJUNCTION WITH GOULBURN MURRAY WATER TECHNICAL STANDARD No. - TS353126.60
2. SINGLE LEVEL ONLY
3. NO ADDITIONAL STRUCTURES TEMPORARY OR PERMANENT PERMITTED ON JETTY.
4. ALL FENDERING TO BE TEMPORARY
5. HANDRAILS & LADDER SUBJECT TO GNMW ASSESSMENT AND TO CONFORM TO AS1657
6. JETTY LICENSE NUMBER TO BE DISPLAYED BOTH SIDES WITH 150mm HIGH LETTERS COMPLYING WITH AS1742

APPROXIMATE POSITION OF JETTY LICENSE NUMBER.

APPROX. WATER LEVEL

MAXIMUM JETTY WIDTH - 2 METRES



8° MAX SLOPE IN ACCORDANCE WITH AS1657

LENGTH VARIES - ACCESS GANGWAY

END STIFFENER 125 x 50

APPROX. WATER LEVEL

205 LITRE

TYPICAL STAKE TO GANGWAY MOUNTING BRACKET 50 x 3 CHS FULLY WELDED TO 8 PLATE, 2-M12 BOLTS TYPICAL.

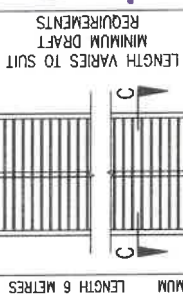
40MMØ x 800 LONG STAKE 1500 MINIMUM EMBEDMENT INTO BANK TYPICAL.

1-40MMØ x 1000 LONG STAKE, CAN BE MOUNTED EITHER SIDE OF GANGWAY TYPICAL.

SHORE LINE

SHORE LINE

STEEL 9MM Ø OR EQUIVALENT



PRELIMINARY

LENGTH VARIES TO SUIT MINIMUM DRAFT REQUIREMENTS

ANGLE BETWEEN 30° TO 45° PREFERRED TYP.

MOORING & TIE OFF POINTS SHOULD BE LOCATED WITHIN 100MM OF CORNERS TYPICAL.

MAXIMUM LENGTH - 6 METRES

PLAN OF FLOATING JETTY

SCALE 1:50

COPYRIGHT

Copyright in this drawing vests in

Goulburn-Murray Rural Water Corporation

DESIGNED BY

DRAWN BY

CHECKED BY

MANAGER

SENIOR SURVEYOR

REFERENCES

REV DATE

MAXIMUM WIDTH - 1.2 METRE

DEFENDING 75 x 50

BEARER 75 x 40

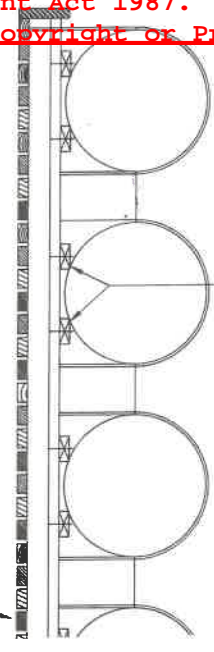
CENTRE DECK BEARER 125 x 50

MAIN BEAMS 200 x 50

SECTION C-C

SCALE 1:20

DECKING 75 x 40 WITH 15 mm SPACINGS



100 x 40 BATTENS IN PAIRS, SPACED APPROX. 300mm APART, AS LOCATING STOPS FOR DRUMS

DRUMS SECURED VIA GALV. U-BOLTS THROUGH BEARERS

HALF SECTION B-B

SCALE 1:20

GOULBURN MURRAY WATER

STANDARD MOVABLE FLOATING TYPE PRIVATE JETTY

GOULBURN MURRAY RURAL WATER AUTHORITY
CASEY STREET (PO BOX 105), TATURA VIC. 3616
phone (03) 5833 5500 Fax (03) 5833 5501

SHEET NUMBER

CAD DRAWING INDEX

03 of 03

DRAWING NUMBER

REVISION

3 AS standard

TRANSVERSE JOINTS
AT 15 M CENTRES

LAUNCHING RAMP

MANOEUVERING AREA :

HEAD OF RAMP TO A MIN. 22M X 22M

ALL WEATHER SURFACING

PLAN - TYPICAL RAMP ARRANGEMENT

SCALE :- 1 : 200

SUFFICIENT MARGIN TO KEEP
HEAD OF RAMP ABOVE WAVE ACTION

MANOEUVERING AREA

FULL SUPPLY LEVEL

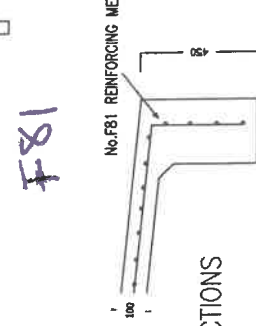
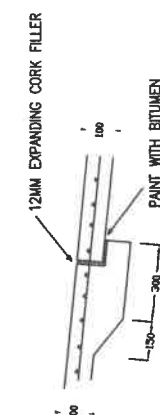
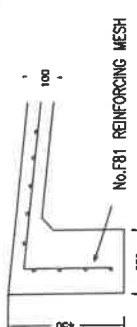
RANGE OF RAMP GRADES FROM AS3962 ARE 1 IN 7 TO 1 IN 9
WITH A PREFERRED GRADIENT OF 1 IN 8

LONGITUDINAL SECTION OF RAMP

SCALE :- 1 : 200

MANOEUVERING AREA

NOTE :
RAMP SURFACE TO BE FINISHED WITH STIFF BROOM
PRIOR TO SETTING - OR SIMILAR NON-SLIP SURFACE



DETAIL - HEAD OF RAMP

SCALE :- 1 : 20

HOLE FOR 40mm Ø MARKER POST

HOLE FOR 40mm Ø MARKER POST

DETAIL - JOINT BETWEEN RAMP SECTIONS

SCALE :- 1 : 20

CROSS SECTION THROUGH RAMP

SCALE :- 1 : 20

100 - 200 mm
ROCK BEACHING

Beam on shore

DETAIL - FOOT OF RAMP

SCALE :- 1 : 20

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vests in
Goulburn-Murray
Rural Water Authority

REV	DATE	REFERENCES
0	1	2
1	2	3
2	3	4
3	4	5
4	5	6
5	6	7
6	7	8
7	8	9



GOULBURN MURRAY WATER
STANDARD BOAT LAUNCHING RAMP

DATE	CORR. NO.	GOULBURN MURRAY RURAL WATER AUTHORITY 40 CASEY STREET (PO BOX 145), MURRA VIC. 3618 Telephone (03) 5333 5500 Fax (03) 5333 5501	OAD DRAWING INDEX	SHEET NUMBER	DRAWING NUMBER	REVISION
2001/0908/1			470915	01 of 01	470915	

GENERAL WORKS

- G1 THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH GMW TECHNICAL STANDARD TS 35 42 53.05. THESE RETAINING WALL DETAILS ARE GENERIC ONLY AND ARE APPLICABLE TO THE SOIL CONDITIONS IN NOTE W1. THESE DESIGN DRAWINGS SHOULD BE CERTIFIED BY A QUALIFIED ENGINEER TO ENSURE THE GROUND AND LOADING CONDITIONS ARE SUITABLE FOR EACH INDIVIDUAL SITE.
- G2 UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN MILLIMETRES.
- G3 THESE DRAWINGS SHALL NOT BE USED FOR FINAL SET OUT FOR THE PROJECT AND THE PROPONENT SHALL CHECK OR OBTAIN ALL DIMENSIONS RELEVANT TO SETTING OUT OF THE SITE WORKS, AND THE PROVISION OF ANY TEMPORARY BRACING, INCLUDING DESIGN, IN ACCORDANCE WITH THE SPECIFICATION.
- G4 SETTING OUT DIMENSIONS AND SIZES OF STRUCTURAL MEMBERS SHALL NOT BE OBTAINED BY SCALING THE STRUCTURAL DRAWINGS. ANY SETTING OUT DIMENSIONS INCLUDING LEVELS SHOWN IN THE STRUCTURAL DRAWINGS SHALL BE CHECKED BY THE PROPONENT BEFORE CONSTRUCTION COMMENCES.
- G5 THESE ENGINEERING DRAWINGS HAVE BEEN PREPARED FROM INFORMATION STATED ON THE DRAWINGS. AS THIS INFORMATION MAY BE SUBJECT TO CHANGE PRIOR TO OR DURING CONSTRUCTION THE PROPONENT IS TO INFORM GMW WHERE DISCREPANCIES OCCUR.
- G6 PRIOR TO THE COMMENCEMENT OF WORKS THE CONTRACTOR IS TO IDENTIFY ALL EXISTING SERVICES, ANY DAMAGE TO EXISTING SERVICES TO BE RECTIFIED AT THE PROPONENT'S EXPENSE.
- G7 DURING CONSTRUCTION, THE STRUCTURE SHALL BE MAINTAINED IN A SAFE AND STABLE CONDITION AND NO PART SHALL BE OVERSTRESSED. TEMPORARY BRACING SHALL BE PROVIDED BY THE PROPONENT AS REQUIRED TO KEEP THE WORKS AND EXCAVATIONS STABLE AT ALL TIMES.
- G8 THE STRUCTURAL COMPONENTS DETAILED ON THESE DRAWINGS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE RELEVANT AUSTRALIAN STANDARDS AND LOCAL AUTHORITY ORDINANCES FOR THE FOLLOWING LOADINGS:

LIVE LOADS : SURCHARGE 5 kPa
- G9 ALL PENETRATIONS THROUGH SLABS AND BEAMS SHALL BE APPROVED BY GMW PRIOR TO COMMENCEMENT OF WORK.
- G10 ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE RELEVANT AND CURRENT AUSTRALIAN STANDARDS AND WITH THE BY-LAWS AND ORDINANCES OF THE RELEVANT BUILDING AUTHORITIES.

REINFORCEMENT

- R1 REINFORCEMENT SHOWN ON THE DRAWINGS IS REPRESENTED DIAGRAMMATICALLY AND NOT NECESSARILY SHOWN IN TRUE PROJECTION.
- R2 BAR LAP LENGTHS SHALL BE SUFFICIENT TO DEVELOP THE FULL STRENGTH OF THE REINFORCEMENT. BAR LAPS IN MILLIMETRES ARE TO BE AS SHOWN BELOW (APPLICABLE FOR 32MPa CONCRETE STRENGTH):-
- | | | | |
|-----|------|-----|-----------------------------------|
| N12 | 600 | N28 | 1550 |
| N16 | 800 | N32 | 1900 |
| N20 | 1050 | N36 | 2300 FOR COMPRESSION LAP |
| N24 | 1300 | | MECHANICAL SPLICE FOR TENSION LAP |
- R3 BUNDLED BARS SHALL BE TIED TOGETHER AT 30 BAR DIAMETER CENTRES WITH 3 WRAPS OF TIE WIRE.
- R4 REINFORCEMENT SYMBOLS :-
R - DENOTES GRADE 250R HOT ROLLED PLAIN BARS TO AS 4671
N - DENOTES GRADE 500N HIGH YIELD DEFORMED BARS TO AS 4671

RETAINING WALL

- W1. RETAINING WALLS HAVE BEEN DESIGNED TO RETAIN A FREE DRAINING, WELL COMPACTED BACKFILL WITH A SLOPE NOT EXCEEDING 10° FROM HORIZONTAL (REFER DIAGRAMS). FOR DESIGN PURPOSES THE FOLLOWING SOIL PROPERTIES HAVE BEEN USED:-

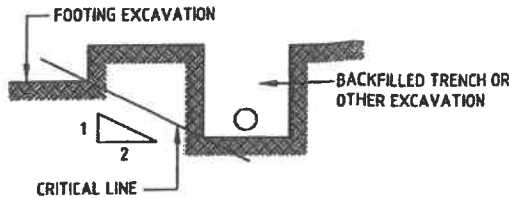
BACKFILL DENSITY = 1800 Kg/m³
BACKFILL FRICTION ANGLE = 25°
BACKFILL COHESION C' = 0 kPa
- WHICH CORRESPOND TO STIFF SANDY CLAYS, MEDIUM DENSE CLAYEY SANDS AND SANDY SILT MATERIALS. PARTIAL LOAD AND MATERIAL UNCERTAINTY FACTORS HAVE BEEN APPLIED IN ACCORDANCE WITH AS4678.
- W2. TREAT EARTH FACE WITH BITUMINOUS PAINT AND PROVIDE 1 LAYER OF 0.2mm WATERPROOF MEMBRANE.
- W3. PROVIDE Ø90mm AGG DRAIN AT BASE OF WALL AND CONNECT TO LEGAL POINT OF DISCHARGE. SURROUND AGG DRAIN WITH FILTER SOCK (GEOTEXTILE 0.25MM PARTICLE SIZE RETAINING) AND AT LEAST 300mm OF GRAVEL OR CRUSHED STONE.
- W4. PROVIDE 300mm FREE DRAINING GRANULAR BACKFILL FOR FULL HEIGHT TO BACK FACE OF WALL.
- W5. BACKFILL WITH MATERIAL FROM SITE COMPACTED IN LAYERS NO MORE THAN 150mm DEEP. BACKFILL SHOULD NOT BE PLACED BEHIND THE WALL UNTIL AT LEAST TEN DAYS AFTER POURING FOOTINGS. PREFERABLE BACKFILL IS COARSE GRAINED SOIL WITHOUT AN ADMIXTURE OF FINE SOIL PARTICLES SUCH AS VERY PERMEABLE CLEAN SAND OR GRAVELS.
- W6. SEAL BACKFILL WITH A COMPACTED LAYER OF MATERIAL WITH LOW PERMEABILITY AND PROVIDE AN OPEN DRAIN AT SURFACE IF PAVING OR SIMILAR IS NOT TO BE CONSTRUCTED.
- W7. GLOBAL SLIP FAILURE IS NOT CONSIDERED AN ISSUE WHEN THE SOIL STRENGTH INCREASES WITH DEPTH. CONSULT AN ENGINEER IF THIS IS NOT THE CASE i.e. A SOFT LAYER OF CLAY IS BELOW THE WALL AND FOUNDATIONS.

FOUNDATIONS

- F1 THE PROJECT GEOTECHNICAL ENGINEER (PGE) SHALL BE PRESENT FOR ALL EXCAVATIONS FOR BUILDING FOUNDATIONS. SOIL TESTS MUST BE CARRIED OUT AND THE FOUNDATION MATERIAL SHALL BE APPROVED BY THE PGE BEFORE PLACING BLINDING AND/OR REINFORCEMENTS.
- F2 ALL FOOTING EXCAVATIONS SHALL BE MAINTAINED FREE OF WATER BY PROVISION OF RELIEF DRAINS, OR DRAINAGE TO SUITABLE COLLECTION SUMPS FOR REMOVAL BY PUMPING OR MANUAL MEANS.
- F3 ALL FOOTING EXCAVATIONS SHALL BE INSPECTED & APPROVED BY PGE. SO AS TO ENSURE DESIGN ASSUMPTIONS ARE MET.
- F4 FOUNDING MATERIAL ON SITE SHALL HAVE MINIMUM CHARACTERISTIC AS LISTED BELOW:
- MATERIALS: C/CH/SH/SC
UNIT WEIGHT: 20kN/m³ FOR BACKFILL AND 18kN/m³ FOR NATURAL SOILS
DRAINED: PH'=28 DEGREES MIN. AND C'=0
UNDRAINED: PH=0 AND SU=100kPa MIN.
KAH: 0.41
- F5 REMEDIATION OF ANY IDENTIFIED SOFT AND/OR ORGANIC MATERIAL, OR HARD LAYERS SHALL BE PERFORMED UNDER THE SUPERVISION OF THE ATTENDING PGE & APPROVED BY THE PGE.
- F6 ALL RETAINING WALLS AND TRENCHES SHALL BE TEMPORARILY PROPPED PRIOR TO BACKFILLING, WITH PROPS BEING RETAINED UNTIL COMPLETION OF CURING OF SUPPORTING SLABS.
- F7 BACKFILL WITHIN A MINIMUM OF 400mm OF THE BACKFACE OF ANY RETAINING WALL SHALL BE AN APPROVED NON-PLASTIC, FREE DRAINING GRAVEL MATERIAL, FREE OF DELETERIOUS AND ORGANIC MATTER UNLESS NOTED OTHERWISE. OTHER FILL MATERIAL MAY BE MATERIAL AS EXCAVATED, COMPACTED TO 95% OF MAXIMUM DRY DENSITY (STANDARD COMPACTION TEST AS PER AS1289).
- F8 PGE TO INSPECT BATTERS AND ADJUST SLOPES AS NECESSARY DURING CONSTRUCTION TO ENSURE ADEQUATE STABILITY OF BATTERS.
- F9 FOUNDING MATERIAL FORMING BASE ARE TO BE CLEAN AND FREE OF ANY LOOSE MATERIAL SO AS TO ACHIEVE NOMINATED BEARING CAPACITY GIVEN ON THE DRAWINGS.

FOUNDATIONS CONT'D

F10 UNLESS APPROVED BY THE PGE EXCAVATIONS NEAR FOOTINGS SHALL NOT GO BELOW THE CRITICAL LINE AS SHOWN BELOW.



CONCRETE

- C1 ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH AS 3600.
- C2 CONCRETE SHALL BE FROM AN APPROVED SOURCE AND SHALL COMPLY WITH THE REQUIREMENTS OF THE FOLLOWING STANDARDS, UNLESS NOTED OTHERWISE :-
- | | |
|-----------|-------------------------------------|
| AS 3600 | CONCRETE STRUCTURES |
| AS 4671 | STEEL REINFORCING BARS FOR CONCRETE |
| AS 3972 | PORTLAND CEMENT |
| AS 1379 | READY-MIXED CONCRETE |
| AS 2758.1 | CONCRETE AGGREGATES |
- C3 CONCRETE SHALL BE SUPPLIED ON A PERFORMANCE BASIS AND HAVE THE FOLLOWING CHARACTERISTICS :-
- | ELEMENT | STRENGTH f'c (MPa) CLASS GP | MAXIMUM AGGREGATE SIZE (mm) | SLUMP (mm) |
|-------------|-----------------------------|-----------------------------|------------|
| SLEEPERS | N40 | 20 | 100 |
| BORED PIERS | N32 | 20 | 80 |
- C4 CONCRETE MIX DESIGN, INCLUDING PROPORTIONS OF ADDITIVES AND CEMENTITIOUS REPLACEMENT MATERIALS, SHALL BE APPROVED BY THE CERTIFYING ENGINEER PRIOR TO THE PLACEMENT OF ANY CONCRETE. CALCIUM CHLORIDE SHALL NOT BE USED IN ANY MIX. FLYASH SHALL NOT TO BE USED AS A CEMENT REPLACEMENT BUT MAY BE ADDED FOR WORKABILITY TO A MAXIMUM 25% OF CEMENT CONTENT.
- C5 THE FINISHED CONCRETE SHALL BE A DENSE HOMOGENEOUS MASS, COMPLETELY FILLING THE FORMWORK THOROUGHLY EMBEDDING THE REINFORCEMENT AND FREE OF STONE POCKETS.
- C6 ALL FORMED EXPOSED EDGES AND RE-ENTRANT CORNERS SHALL BE CHAMFERED OR FILLETED 15mm. FOR CHAMFERS, FILLETS ETC. REFER TO DETAILS. MAINTAIN MINIMUM COVER TO REINFORCEMENT AT THESE LOCATIONS.
- C7 NO PENETRATIONS, CHASES OR TEMPORARY FIXTURES ARE PERMITTED IN THE CONCRETE MEMBERS WITHOUT PRIOR APPROVAL OF THE CERTIFYING ENGINEER.
- C8 WHEN DRILLING INTO EXISTING STRUCTURES, USE HAMMER DRILLS ONLY. DO NOT USE DIAMOND CORE DRILLS, EXCEPT WHERE SPECIFICALLY NOTED. DO NOT CUT OR DAMAGE EXISTING REINFORCEMENT UNLESS NOTED.
- C10 CHEMICAL ANCHORS FOR FIXINGS TO CONCRETE SHALL BE 'HILTI' CHEMSET ANCHORS OR APPROVED SIMILAR.
- C11 ALL CONCRETE, INCLUDING SLABS ON GROUND & FOOTINGS, SHALL BE COMPACTED USING VIBRATION EQUIPMENT.
- C12 THE CONCRETE SHALL BE TESTED FOR COMPLIANCE WITH SPECIFIED STRENGTH & SLUMP IN ACCORDANCE WITH AS3600.
- C13 PROPONENT SUPPORT PROPPING SHALL BE LEFT IN PLACE TO AVOID OVERSTRESSING THE STRUCTURE DUE TO CONSTRUCTION LOADING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT STRIPPING AND BACKPROPPING COMPLIES WITH THE REQUIREMENTS OF AS.3610 - FORMWORK FOR CONCRETE.
- C14 NO CONCRETE TO BE POURED WHEN SITE TEMPERATURE EXCEEDS 35°C OR FALLS BELOW 5°C.
- C15 NO WATER SHALL BE ADDED TO CONCRETE ON SITE WITHOUT PRIOR APPROVAL. ANY SAMPLE SHALL HAVE WATER ADDED ONLY TO THE AMOUNT ALLOWED ON THE SUPPLY DOCKET AND SHALL BE TESTED AFTER THE ADDITION OF THE WATER.

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P1 ALL PRECAST CONCRETE IS TO COMPLY WITH THE CONCRETE NOTES ON THESE DRAWINGS, AS 3600 AND AS3850.

P2 THE CONCRETE IN THE SLEEPERS IS TO HAVE A MINIMUM CHARACTERISTIC STRENGTH $f_{tc} = 40 \text{ MPa}$. THE CONCRETE STRENGTH AT REMOVAL FROM MOULDS IS TO BE A MINIMUM OF 25 MPa.

P3 ALL SLEEPERS ARE TO BE CONSTRUCTED FROM NORMAL WEIGHT CONCRETE.

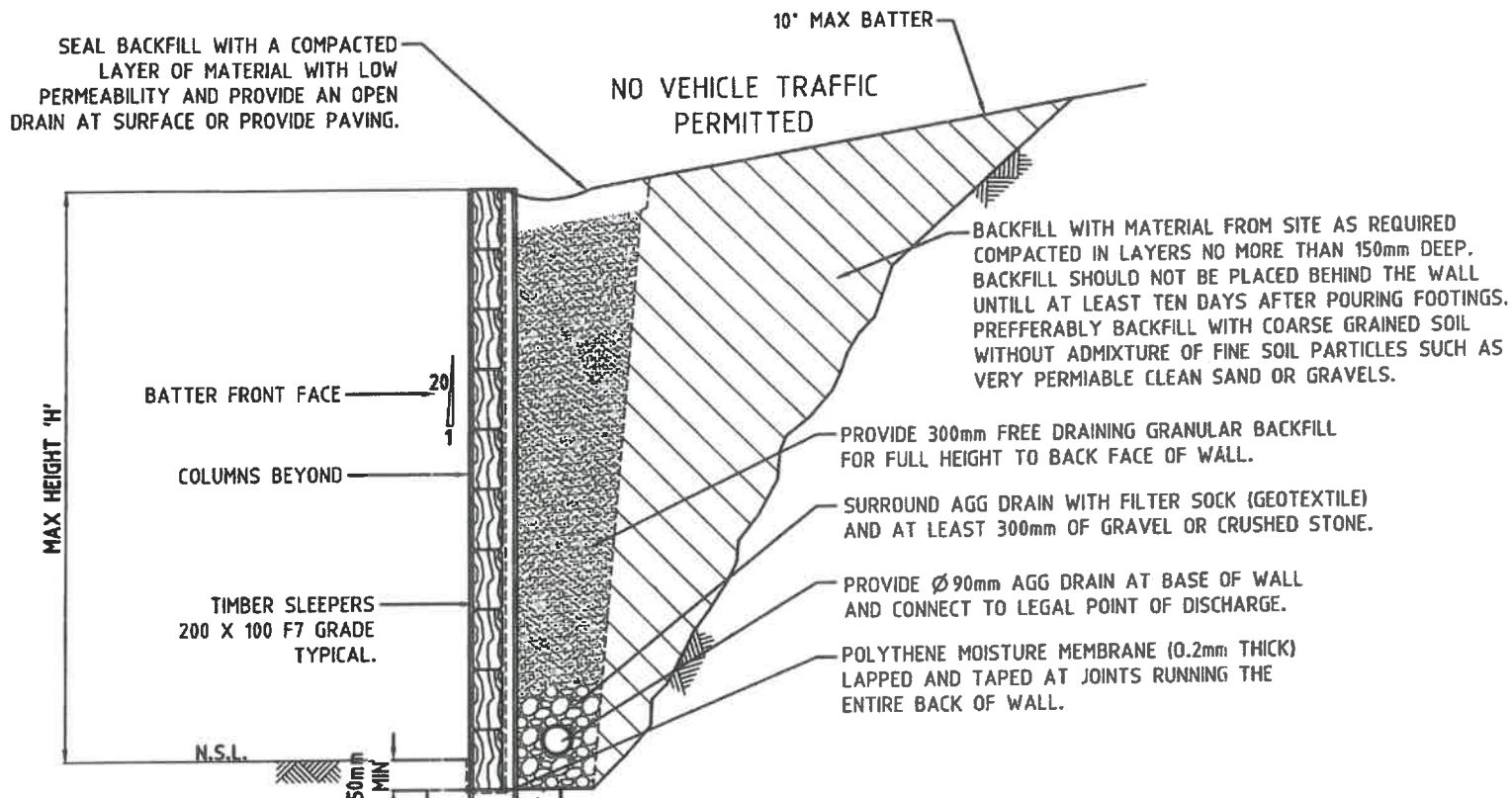
P4 THE SLEEPERS HAVE BEEN DESIGNED FOR THE IN PLACE CONDITION (I.E. : LOADS THE PRECAST SLEEPERS ARE SUBJECTED TO AFTER ERECTION ON SITE) AND THE PROPOSITOR MUST MAKE HIS OWN ASSESSMENT AS TO ANY EXTRA REINFORCEMENT, LIFTING FITTINGS, STRONGBACKS, ETC., THAT MAY BE REQUIRED TO SUIT HIS PROPOSED STRIPPING, LIFTING, STACKING, TRANSPORTATION, HANDLING AND ERECTION METHODS. IT IS THE RESPONSIBILITY OF THE PROPOSITOR TO PROVIDE SUCH ADDITIONAL DETAILS AND REINFORCEMENT IN THE SLEEPERS SUCH THAT CONCRETE STRESSES THROUGHOUT HANDLING SHALL NOT CAUSE CRACKING.

P5 ALL SHOP DRAWINGS ARE TO BE APPROVED BY THE CERTIFYING ENGINEER PRIOR TO CONSTRUCTION COMMENCING. THE PROPOSITOR SHALL BE RESPONSIBLE FOR ALL DIMENSIONAL CHECKS AND THE FABRICATED ELEMENT IS SUITABLE FOR CONSTRUCTION.

P6 LIFTING FIXINGS ARE NOT SHOWN ON THESE DRAWINGS. THE PROPOSITOR SHALL SUPPLY AND FIT HOT DIP GALVANISED OR OTHERWISE APPROVED LIFTING FIXINGS AS REQUIRED. THESE SHALL TAKE THE FORM OF CAST IN CABLES OR FERRULES. THEY SHALL NOT BE LOCATED IN THE FACE WHICH IS EXPOSED TO VIEW IN THE FINAL CONDITION AND AFTER USE SHALL BE PROTECTED TO AVOID CORROSION AND STAINING. TESTS PROVING ANCHORAGE CAPACITY OF LIFTING FERRULES ARE TO BE CONDUCTED.

15

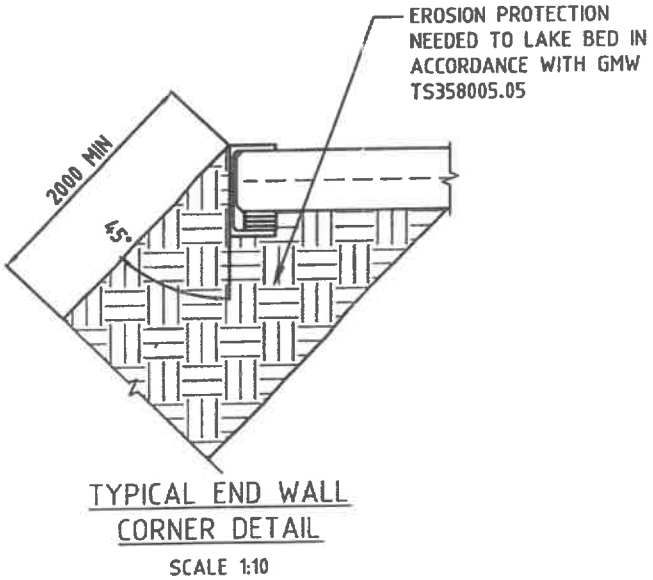
16



RETAINING WALL SCHEDULE @ MAX 2400 CTRS					
HEIGHT "H"	DEPTH "D"	EMBED "E"	DIAMETER "d"	COLUMN SIZE C1	CORNER COLUMN SIZE C2
<700	1000	800	600	100 UC15	150 PFC
900	1200	1000	600	100 UC15	150 PFC
1100	1500	1300	600	100 UC15	150 PFC
1300	1700	1500	600	100 UC15	150 PFC
1500	2000	1800	600	150 UC23	180 PFC

NOTE:
FOUNDATION MATERIAL TO BE NATURAL SOILS WITH A MIN END SAFE BEARING CAPACITY OF 150kPa & SHAFT ADHESION OF 10kPa FOR BORED PIERS.

NOTE:
REFER TO TYPICAL CORNER DETAILS ON SHEET 3 (S03) FOR WALL DIRECTION CHANGES.



TIMBER SLEEPER
RETAINING WALL

STEEL POST WALL 2.4m CTRS
TYPICAL SECTION
SCALE 1:20

TYPICAL END WALL
CORNER DETAIL
SCALE 1:10

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GOULBURN-MURRAY WATER

ANNEXURE 1 - RISK ASSESSMENT

A. METHOD OF UNDERTAKING RISK ASSESSMENT

The risk assessment shall be undertaken using the following method:

- a) Identify all hazards associated with the retaining wall;
- b) Determine the level of risk;
- c) Establish appropriate risk control measures.

B. Risks shall be classified using the risk calculator below:

RISK CALCULATOR*		SEVERITY OF CONSEQUENCE				
		Extreme	Severe	Major	Moderate	Minor
Likelihood of harm		Incident resulting in death/requiring long-term hospitalisation, Major damage beyond premises	Incident resulting in near death/recoverable serious injuries, Permanent injury, Major fire, Major damage, total loss of containment	Incident resulting in recoverable injuries, Hospital in-patient, Significant fire damage, loss of containment	Incident resulting in moderate injuries, Hospitalisation not required, Medical treatment, Minor fire, damage or loss of containment	Incident resulting in minor first aid injuries, First aid only, Negligible fire, damage or loss of containment
		Very serious, long term impacts on indigenous species (e.g. extinction) and/or irretrievable loss of habitats of state, national or International significance. Impairment of ecosystem function and/or large scale loss of commercial productivity of land (>50,000 Ha).	Serious, long-term impacts on multiple indigenous species and/ or habitats of state or national significance, across a regional area. Impairment of ecosystem function and/or large scale loss of commercial productivity of land (>10,000 to 50,000 Ha).	Serious, medium-term impacts on multiple indigenous species and/or habitats across several local areas. Impairment of ecosystem function and/or large scale loss of commercial productivity of land (>1,000 to 10,000 Ha).	Moderate, short-term impacts on indigenous species, cultural heritage and/or habitats across a local area. Impairment of ecosystem function and/or large scale loss of commercial productivity of land (>100 to 1,000 Ha).	Minor, short-term/temporary impacts on indigenous species, cultural heritage and/or habitats in the immediate vicinity of the activity. Impairment of ecosystem function and/or large scale loss of commercial productivity of land (>1 to 100 Ha).
very likely	Greater than 75% likelihood of occurring	Medium	Medium	High	High	High
likely	50% to 75% likelihood of occurring	Low	Medium	High	High	High
possible	20% - 50% likelihood of occurring	Low	Medium	Medium	High	High
unlikely	5% to 20% likelihood of occurring	Low	Low	Medium	High	High
very unlikely	Less than 5% likelihood of occurring	Low	Low	Low	Medium	High

Occupation Licence

Section 132, Water Act 1989, (Vic)

Foreshore and Approved Structures Recreational Purposes

Goulburn-Murray Rural Water Corporation

And

Ronald Saint Clair Morphy
Margaret Louise Morphy

Property No: 8249546

Licence Number: 

GMW Doc Ref: #A4774132

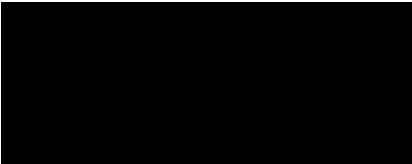
GMW File Ref: qA242537

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Schedule 1

Item 1	Licensors:	Goulburn-Murray Rural Water Corporation PO Box 165 Tatura Vic 3616 Attention: Property Services Phone: 1800 013 357 Email: propertyservices@gmwater.com.au
Item 2	Licensee:	Ronald Saint Clair & Margaret Louise Morphy 
Item 3	Commencement Date:	2 February 2024
Item 4	Expiry date:	30 June 2034
Item 5	Annual Licence Fee:	\$595.00 Plus GST (including approved structures in item 6)
Item 6	Approved Structures:	Slipway 20m x 3m
Item 7	Licence Fee Adjustment:	1 July, increased annually by 3%
Item 8	Permitted Use:	Use the Licence Area and Approved Structure/s for the purpose of recreational activities only and in accordance with the General and Special Conditions of this Licence.
Item 9	Licence Area:	Part foreshore area directly adjoining 349 Taylor Bay Right Arm Road, Taylor Bay Vic 3713 Part GMW Freehold land Volume 8189 F 348 Lot 1 Plan TP880236U, Parish of Eildon directly adjoining: Volume 8203 Folio 397 Lot 24 Plan PS044119, Parish of Eildon being 349 Taylor Bay Right Arm Road TAYLOR BAY VIC 3713
Item 10	Licence Number:	SL101
Item 11	Property Number:	8249546
Item 12	Special Conditions:	As set out in Schedule 2 of this Licence

Executed as an Agreement on the _____ (date of signing)

Executed by the Corporation

SIGNED FOR AND ON BEHALF of
GOULBURN-MURRAY RURAL WATER
CORPORATION by an authorised officer
in the presence of:

)
Authorised Officer (signature)

)
Authorised Officer (print name)

.....
Witness (signature)

.....
Witness (print name)

Executed by the Licensee/s

SIGNED BY THE LICENSEE/S
in the presence of:

)
Ronald Saint Clair Morphy

)
Margaret Louise Morphy

.....
Witness (signature)

.....
Witness (print name)

GENERAL CONDITIONS

1. INTERPRETATION

1.1 Definitions

The following words have the following meanings in this agreement, unless the context requires otherwise:

Adjoining The relation between parcels of land that share a contiguous boundary, as opposed to being in the mere proximity to each other

Approved Structure means any structure constructed by the Licensee in accordance with the Works Approval provided by the Corporation and related authorities including NSW Maritime, Transport Safety Victoria, Council or similar and/or listed in Item 6.

By-law means By-Law No. 1/2013 – Recreational Areas as amended from time to time and any by-law made pursuant to the Water Act 1989, (Vic);

Commencement Date means the date set out in Item 3;

Corporation means Goulburn-Murray Rural Water Corporation, a statutory corporation established under the *Water Act* 1989, (Vic) and where the context requires the Authorities employees and agents.

Expiry Date means the date set out in Item 4;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (as amended from time to time);

GST has the same meaning given to that term in the GST Act;

Item means an item as specified in Schedule 1 to this Licence;

Laws mean all legislation, regulations, common law, regulatory codes, standards, industry requirements, by-laws, ordinances and other laws as amended from time to time;

Licence means this agreement issued pursuant to section 132 Water Act 1989, (Vic);

Licence Area means the area as specified in Item 9 or any such area as identified by the Corporation at any time which may be referenced by GPS coordinates.

Licence Fee means an annual amount specified in Item 5, as varied in accordance with the provisions of this Licence, to be paid in advance by consecutive annual payments;

Licence Fee Adjustment means the date(s) (if any) and method of the Licence Fee adjustment set out in Item 7;

Licensee means the person as set out in Item 2 and where the context permits, includes other persons the Licensee permits to use the Licence Area for any purpose;

Licensee's Property means all property including Approved Structures and all vessels owned, operated or Licensed by the Licensee or used in the Licence Area;

Maintenance Works means any works required to maintain any Approved Structures and Licence Area in a condition acceptable to the Corporation during the Term of the Licence;

Permitted Use means the permitted use as set out in Item 8;

Planning Permit means a Planning Permit and its provisions, issued by NSW Maritime, Transport Safety Victoria or relevant Council to the Licensee for works on the Licence Area

Recreational Area means an area defined or identified by the Corporation as a recreational area from time to time.

Special Conditions means the conditions referred to in Schedule 2;

Term means the period of time from and including the Commencement Date to and including the Expiry Date, and where the context permits any period of over holding;

Waterway means the relevant waterway to which the Licence Area is adjoining;

1.2 Interpretation

The following apply in the interpretation of this agreement, unless the context requires otherwise.

- (a) A reference to this agreement, this document or a similar term means either the agreement set out in this document or the document itself, as the context requires.
- (b) A reference to any Act, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
- (c) A reference to the singular includes the plural number and vice versa.
- (d) A reference to a gender includes a reference to each gender.
- (e) A reference to a party, means a person who is named as a party to this agreement.
- (f) Person includes a firm, corporation, body corporate, unincorporated association and a governmental authority.
- (g) A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this agreement, their substitutes and assigns.
- (h) An agreement on the part of, or in favour of, two or more persons binds or is for the benefit of them both jointly and severally.
- (i) Includes means includes but without limitation.
- (j) Where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.
- (k) A reference to doing something includes an omission, statement, or undertaking (whether or not in writing) and includes executing a document.
- (l) A reference to a clause is a reference to a general condition or special condition to this agreement.

- (m) A reference to a schedule or annexure is a reference to a schedule or an annexure to this agreement.

1.3 Headings

A heading is for reference only. It does not affect the meaning or interpretation of this agreement.

2. GRANT OF LICENCE – NON EXCLUSIVE USE

2.1 Grant

- (a) The Corporation grants and the Licensee accepts a licence for to occupy the Licence Area for the Permitted Use only, in accordance with the terms and conditions (including any special conditions as set out in Schedule 2) set out in this Licence.
- (b) Without limiting sub-clause 2.1 (a) the Licensee acknowledges and agrees that:
- (i) the Licence shall be personal to the Licensee and the rights created by the Licence shall rest in contract only;
 - (ii) the Licensee does not obtain any proprietary rights in or over the Licence Area and the legal right to possession and control of the Licence Area remains vested in the Corporation during the Term of this Licence; and
 - (iii) the Licence is not transferable unless approved in writing by the Corporation who may at its absolute discretion withhold any approval to transfer.

3. DURATION OF THE LICENCE

3.1 Term

This Licence commences on the Commencement Date, and unless terminated earlier under clause 21 or extended in accordance with clause 3.2, will end on the Expiry Date.

3.2 Overholding

If the Licensee continues to occupy the Licence Area, after the Expiry Date, or any extension or renewal of the Licence, with the consent of the Corporation, the Licence shall become a monthly Licence otherwise on the same terms and conditions as those contained in this Licence. The Corporation may in its absolute discretion and from time to time vary, by not less than 1 month notice, the Monthly Licence Fee payable during the period of holding over. The Monthly tenancy created pursuant to this clause may be terminated by not less than 30 days' Notice given by either Party to the other expiring on any day.

4. PAYMENT OF LICENCE FEE

- 4.1 The Licensee will pay to the Corporation the Licence Fee, without demand and without any deduction or right of set-off, on or before the Commencement Date and thereafter annually.

5. REVIEW OF LICENCE FEE

- 5.1 The Corporation will review the Licence Fee at the Fee Adjustment Dates as set out in Item 7.

6. RENEWAL OF LICENCE

- 6.1 In seeking a licence for a further term the Licensee is required, no less than 2 months prior to the expiration of this Licence, submit an application for a new Licence which the Corporation, at its sole discretion, may issue subject to:
- (a) the compliance with licence conditions to the satisfaction of the Corporation;
 - (b) an assessment by the Corporation of the Licence Fee; and
 - (c) the satisfactory maintenance of any Licence Area.

7. ALTERATION TO APPROVED STRUCTURES OR ADDITIONAL WORKS

7.1 Obtain Consent for Works

The Licensee must submit an application to undertake works and obtain the prior written consent of the Corporation before constructing anything near or on the Waterway or Licence Area or improving or altering any structure therein.

7.2 Licensee's Contractors

The Licensee must ensure that the Licensee's contractors undertaking works observe and comply with the Licensee's obligations under this Licence and works approval, including but not limited to holding contractors insurance.

8. REMOVAL OF APPROVED STRUCTURES

8.1 Removal of Approved Structures

If the Licensee:

- (a) does not wish to retain a Licence then the Licensee must make application to cancel the licence, remove all Approved Structures and reinstate the land at their cost or the Corporation may remove and dispose of Approved Structure/s at the Licensee's cost including any cost of reinstatement of the land.
- (b) does not wish to retain an Approved Structure within the Licence Area, the Licensee must make application to vary the licence and obtain consent for works to remove the Approved Structure and reinstate the land at their cost.

8.2 Reinstatement

On removal of Approved Structures from the Licence Area the Licensee is to make good any damage caused by such removal at the expense of the Licensee.

If the Licensee does not reinstate the land to the satisfaction of the Corporation, the Corporation will conduct the works and seek payment from the Licensee.

9. VARIATION OR TRANSFER OF LICENCE

9.1 This Licence can be varied or transferred subject to:

- (a) the Licensee applying to the Corporation to vary or transfer the Licence; and
- (b) the written approval of the Corporation which may, at its absolute discretion, determine whether to approve the variation or transfer or apply conditions to the approval; and
- (c) a review by the Corporation of the Licence Fee; and
- (d) written consent by all relevant authorities as required; and
- (e) the Licensee to meet the payment of any costs associated with the variation or transfer, including but not limited to any costs incurred by the Corporation.

10. OTHER EXPENSES

10.1 Costs and Duty

The Licensee must pay the Corporation within 14 days of demand:

- (a) The Corporation's reasonable costs, as agreed between the parties in advance, in considering the granting of any consent or approval under this Licence (regardless of whether the Corporation actually gives such consent or approval);
- (b) The Corporation's reasonable costs (including charges on a solicitor-own client basis) incurred as a result of a breach of this Licence by the Licensee.

11. GST

11.1 GST Exclusive

The Licensee acknowledges that every payment due by the Licensee to the Corporation under this Licence is exclusive of GST. In addition to every payment due, the Licensee must pay to the Corporation on demand, any GST payable by the Corporation in respect to any payment due.

12. REPAIRS AND MAINTENANCE

12.1 Right to Inspect

The Corporation, or a relevant authority, may from time to time enter the Licence Area and inspect Approved Structures and request the Licensee to carry out any Maintenance Works or repairs to an Approved Structure at the expense of the Licensee.

12.2 Repairs and Maintenance

The Licensee must:

- (a) maintain the Licence Area and Approved Structures in good repair and clean and free from rubbish,
- (b) upgrade, replace, repair or maintain Approved Structures. On written notice, undertake upgrade, replacement or maintenance of Approved Structures within a reasonable time frame as determined by the Corporation, in accordance with published technical specifications or based on the Licensee obtaining engineering specifications at the Licensees cost and/or approved in writing by the Corporation;

- (c) give the Corporation prompt written notice of any material damage or pollution to the Licence Area or anything likely to be a risk to the Licence Area or any person in the Licence Area;
- (d) observe and comply with the provisions of any Planning Permits.

12.3 Failure to Repair and Maintain

If the Licensee does not;

- (a) carry out any repairs, maintenance or other works required under this Licence and does not comply with a written notice from the Corporation, the Corporation may enter the Licence Area to carry out such repairs, maintenance and works at any reasonable time after giving the Licensee reasonable notice. The cost of all such repairs, maintenance and works must be paid by the Licensee to the Corporation on demand.
- (b) strictly comply with the terms and conditions of this Licence or if an Approved Structure becomes dangerous or drifts from a mooring (for any reason whatsoever), the Corporation may remove and dispose of the structure at the Licensee's cost.

12.4 Damaging the Licence Area

The Licensee must not:

- (a) damage or pollute the Licence Area;
- (b) allow or permit persons, to damage or pollute the Licence Area; or
- (c) damage, destroy, or remove any native flora (live or dead), or any native fauna, or any built asset, natural feature or cultural heritage place (including creating new access trails) within the Licence Area without the Corporation's consent.

13. INSURANCE

13.1 Public Liability

- (a) The Licensee must effect and keep in operation at all times during the continuance of this Licence a public liability insurance policy to cover loss of or damage to any property or death of or injury to any person which must be for an amount of not less \$20 million in respect of any single accident or event and which must include a clause extending the Policy to cover the Licence Area and note the interest of the Corporation as Licensors under the Policy.
- (b) When required by the Corporation, the amount of Public Liability Insurance is to be increased to a minimum amount determined by the Corporation

13.2 Payment and Production of Policies

The Licensee must:

- (a) pay all insurance premiums on or before the due date for payment; and
- (b) provide the Corporation a certificate of currency for the insurance policy on or before the Commencement Date and on or before each anniversary of the Commencement Date.

13.3 Not Invalidate Policies

The Licensee must:

- (a) not do anything which may make any insurance effected by the Corporation or the Licensee invalid, capable of being cancelled or rendered ineffective, or which may increase any insurance premium effected by the Corporation; and
- (b) pay any increase in the insurance premium caused by the Licensee's act, default or use of the Licence Area.

13.4 Requirements by Insurer

The Licensee must comply with all reasonable requirements of the Corporation's insurer in connection with the Licence Area.

14. RELEASE, INDEMNITY AND COMPENSATION

14.1 Release

The Licensee uses and occupies the Licence Area at their own risk and releases the Corporation from all claims resulting from any damage, loss, death or injury in connection with the Licence Area except to the extent that is proportional to the Corporation's negligence.

14.2 Indemnity

The Licensee must indemnify and keep indemnified and hold harmless the Corporation against all claims resulting from any actions, demands, costs of whatever kind in relation to any damage, loss, death or injury in connection with the Licence Area and the use and occupation of the Licence Area by the Licensee, except to the extent that is proportional to such claims arise out of the Corporation's negligence.

14.3 No Compensation

The Corporation is not liable to the Licensee for any loss or damage incurred by the Licensee due to:

- (a) any damage to the Licence Area;
- (b) fluctuations in the level of the Waterway; and
- (c) any other matter in connection with the Licence Area including, but not limited to, the inability of the Licensee to use the Licence Area for the Permitted Use.

15. PERMITTED USE

15.1 Permitted Use

The Licensee must not use the Licence Area or any part of the Licence Area or permit any other person or persons to use the Licence Area for any other purpose other than for the Permitted Use.

15.2 No Warranty

The Licensee:

- (a) acknowledges that the Corporation does not represent that the Licence Area is suitable for the Permitted Use; and
- (b) must make its own enquiries as to the suitability of the Licence Area for the Permitted Use.

15.3 Non-Potable Water

Water supplied by Goulburn-Murray Water is not suitable for human consumption without first being properly treated.

16. WATER LEVEL OF LICENCE AREA

16.1 No Obligation to Maintain Water Level

Nothing in this Licence shall impose, or be deemed to impose, any obligation or requirement on the Corporation to keep or maintain the water level of or near the Licence Area at any specified level or at any level which would allow or permit the Licensee to use the Licence Area or Approved Structures for recreational purposes.

16.2 Acknowledgement of Fluctuating Water Level

The Licensee acknowledges that the level of water in the Waterway may at times be at such a level that the Licensee will be unable to operate or use the structure for recreational purposes. The Licensee further acknowledges there is no obligation on either the Corporation or any other authority to notify the Licensee of rapidly rising/falling water levels, where such fluctuations may affect the ability of the Licensee to use the Licence Area or Approved Structure for recreational purposes.

17. OTHER OBLIGATIONS CONCERNING THE LICENCE AREA

17.1 Compliance with Laws and By-laws

The Licensee must observe and comply with all laws, notices and permits and any other requirements (including the *Water Act 1989*, (Vic) and any regulations or by-laws made thereunder) of any authority in connection with the Licence Area and take all reasonable measures to control and supervise all persons, including the Licensees guests, on the Licence Area

17.2 Compliance with Directions of Authorised Water Officers

The Licensee and the Licensee's guests will obey all reasonable directions given by an Authorised Water Officer of the Corporation at the Licence Area.

17.3 Display of Licence Number

If required by the Corporation, the Licensee must display the Licence number on the Approved Structure in accordance with the Special Conditions attached at Schedule 2, at the Licensee's expense.

17.4 Mooring

The Licensee must ensure that any Vessel moored at the Licence Area has been approved and, where necessary, Licenced by the Corporation and any related or associated authority to be moored at the Licence Area and that the Licensee or operator of the Vessel complies with all directions given by the Corporation and any related authority in respect to such moorings.

17.5 Licences and Permits

The Licensee must maintain all licences and permits required for the Licensee's use of the Licence Area and obtain the prior written consent of the Corporation before

varying any licence or permit or applying for any new licence or permit

17.6 Restricting Access

The Licensee shall permit the general public to have ingress, egress, regress on foot or passage along the foreshore on foot however the Licensee may, as appropriate, restrict access to any Approved Structure.

17.7 Services

The Licensee must not connect any service to the Approved Structure without making application to the Corporation and receiving written approval and where approval has been granted then the Licensee must pay for all costs and services associated with or in connection to the Approved Structure.

17.8 Dangerous Goods and Hazardous Materials

The Licensee:

- (a) must not permit any dangerous goods or hazardous materials on the Licence Area.
- (b) must ensure all petrol storage and handling is carried out in accordance with the *Dangerous Goods (Storage and Handling) Regulations 2000 (Vic)* as amended from time to time;

17.9 Fire Hazard

The Licensee must do everything reasonable to minimise the risk of fire.

17.10 Emergency Response Plan

The Licensee must develop and maintain a simple emergency management plan for the site, if requested by the Corporation.

18. NO DEALING WITH INTEREST IN THE LICENCE AREA

18.1 The Licensee must not deal with any interest in the Licence Area including assigning this Licence, sub-licensing the Licence Area or granting to any person a licence or concession in respect of the Licence Area.

19. LICENSEE'S OBLIGATIONS AT THE END OF THIS LICENCE

19.1 At the end of this Licence and if required by the Corporation, the Licensee must cease occupation and remove the Licensee's Property from the Licence Area and remediate the site.

20. THE CORPORATION'S CONSENT

20.1 Where the Corporation is required to give its consent under this Licence, the Corporation may not unreasonably withhold its consent but may give its consent subject to such conditions as the Corporation may reasonably determine.

21. TERMINATION OF THIS LICENCE

21.1 This Licence may be terminated by the Corporation:

- (a) upon breach or non-observance by the Licensee of any of the terms or conditions of this Licence, if such breach or non-observance has not been remedied within 7

days of the Corporation giving written notice to the Licensee specifying the breach or non-observance; or

- (b) giving 28 days written notice to the Licensee in the event that the Licence Area is required for works; or
- (c) if the Licence Fee or any part of it is in arrears for more than 14 days after formal demand for payment has been made.

21.2 If the Licence is terminated in accordance with clause 21.1 the Licensee must cease occupation and remove the Licensee's Property from the Licence Area and remediate the Licence Area.

22. OTHER

22.1 Notices

Any notice required to be served under this Licence must be in writing and must be served by post, electronic transmission or hand delivered to:

- (a) the Licensee at its address set out in this Licence, the Licensee's registered office address, the Licensee's electronic address or the last known address of the Licensee; and
- (b) the Corporation at its address set out in this Licence or any other address notified in writing to the Licensee by the Corporation.

22.2 Time of Service

A notice or other communication is deemed served:

- (a) if served personally or left at the person's address, upon service;
- (b) if posted, 2 business days after posted;
- (c) if served by electronic transmission, subject to the next sub-clause, at the time indicated on the transmission report produced by the sender indicating that the transmission has been sent in its entirety to the addressee; and
- (d) if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

22.3 Entire Understanding

This Licence together with any Schedule or Annexure to it contains the entire understanding between the parties as to the subject matter of this Licence.

Except as otherwise provided in this sub-clause all previous negotiations, understandings, representations, warranties, explanations memoranda or commitments, expressed or implied, affecting this subject matter are superseded by this Licence and have no effect.

22.4 Waiver

If the Corporation accepts the Licence Fee or any other monies under this Licence (before or after the end of this Licence) or does not exercise or delays exercising any of the Corporation's rights under this Licence, it will not be a waiver of the breach of this Licence by the Licensee or of the Corporation's rights under this Licence.

Without limiting the above, a waiver is effective only if in writing and signed by or on behalf of the party to be bound and is effective to the extent that the party giving it expressly states in writing.

22.5 Special Conditions

This Licence is subject to the Special Conditions set out in Schedule 2. The Special Conditions override any inconsistent provisions in this Licence.

SCHEDULE 2 - SPECIAL CONDITIONS

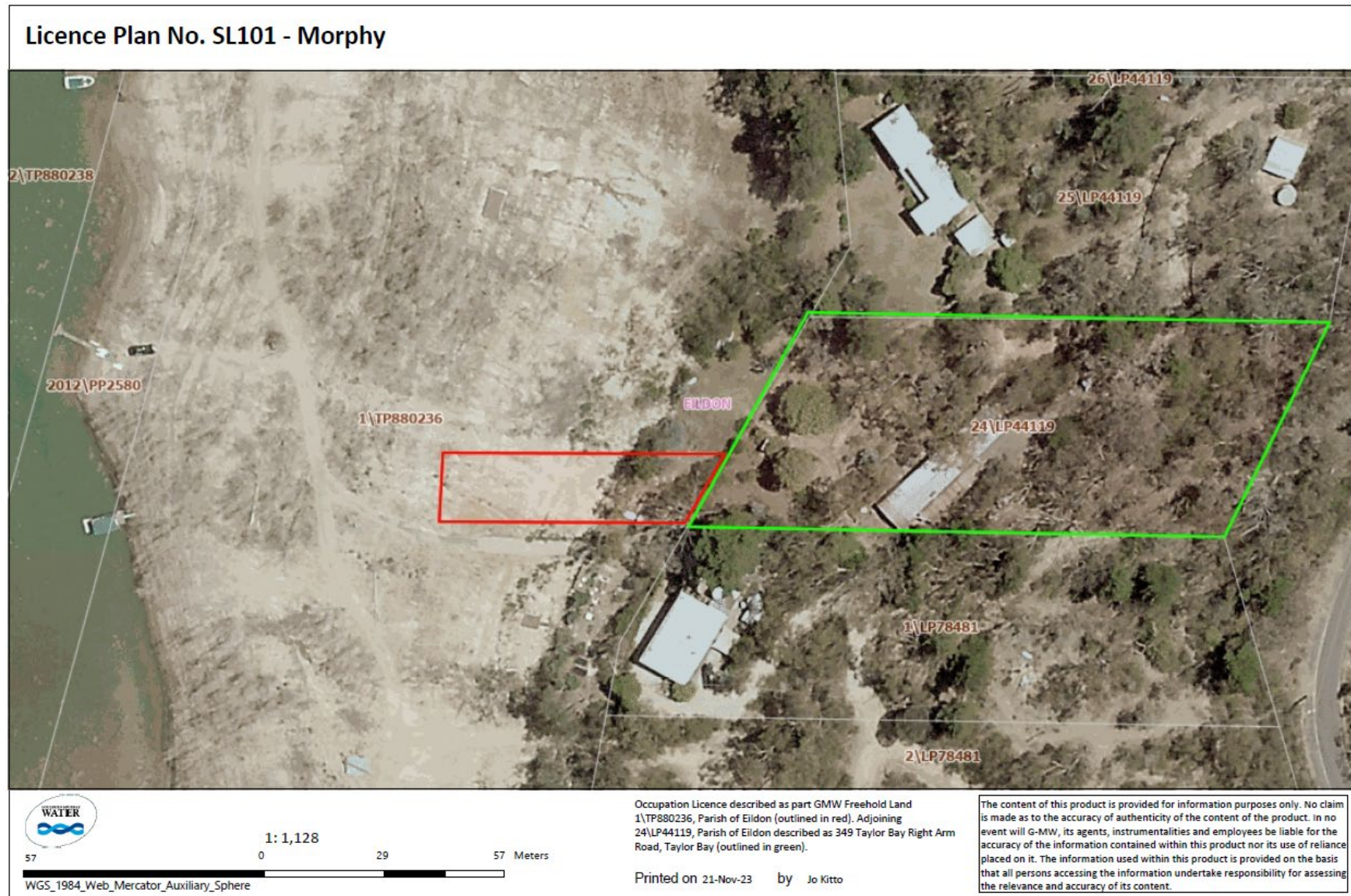
This Licence is subject to the following Special Conditions.

The Special Conditions override any inconsistent provisions in this Licence.

Please note that if a special condition noted below requires repairs or removal of an existing structure, you should contact a Goulburn-Murray Water representative to discuss the specific circumstances relating to that condition and how it might best be resolved.

APPENDIX A – LICENCE AREA PLAN

(Approximate location)

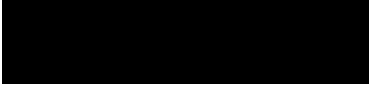
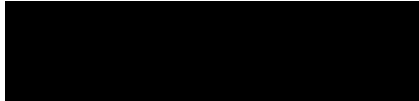


APPENDIX B – FORESHORE WORKS APPROVAL

GOULBURN-MURRAY RURAL WATER CORPORATION

FORESHORE WORKS APPROVAL

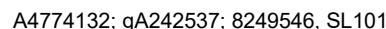
Goulburn-Murray Rural Water Corporation of 40 Casey Street, Tatura 3616 ("GMW"), in accordance the *Water Act 1989* ("the Act") section 148, approves the Applicant entering and undertaking approved works on land owned or controlled by GMW)

- Item 1:** **Licensee**
Ronald Saint Clair Morphy & Margaret Louise Morphy


- Item 2:** **Licensee's land**
V 8203 F 397 Lot 24 PS044119 Parish of Eildon
- Item 3:** **Approved Works**
Construction and/or installation of a 20m x 3m slipway
- Item 4:** **The licence area – GMW's Land**
V 8189 F 348 Lot 1 TP880236 Parish of Eildon
- Item 5:** **Approved Works commencement date**
Works must not commence prior to 16 February 2024, subject to notifying GMW's Eildon Office Storage Manager Mathew Hodge 0418 382 773, 48 hours prior to commencing works and upon completion of works.
- Item 6:** **Approved Work's completion date**
On or before 16 May 2024 to the satisfaction of GMW
- Item 7:** **Construction Insurance**
Before commencing to construct the Approved Works the Licensee must obtain (or the Contractor on behalf of the Licensee) an insurance policy approved by GMW to cover all public risk whilst the works are in progress. The Licensee or the contractor shall lodge evidence to the satisfaction of GMW of having obtained such insurance the total amount of which shall not be less than \$20,000,000.
- Item 8:** **Works Conditions**
- A. Provide and comply with appropriate measures to be implemented, including Safe Work Method and Job Safety Analysis, along with evidence of appropriate training and certification of mobile plan operators etc.
 - B. Provide a current planning permit for the Approved Works or confirmation from local council that it has no objection or planning permit requirement for the associated works

- C. Upon completion of the Approved Works, the area will be inspected by GMW and further works may be requested if GMW is not satisfied that the area has been left in a satisfactory condition
- D. The Approved Works shall be carried out under the supervision of the Storage Manager so that they do not affect the security or operational requirements of GMW
- E. The Licensee must comply with directions from the Storage Manager in relation to the Approved Works
- F. Upon completion of the Approved Works to the satisfaction of GMW, GMW shall refund the security deposit to the licensee
- G. If the Approved Works have not been constructed to the satisfaction of GMW by the works completion date or if the Licence is terminated by GMW in accordance with the licence conditions GMW may demolish same and apply the security deposit in payment of the cost of so doing
- H. If the cost of demolishing the Approved Works exceeds the amount of the security deposit, the difference shall be a debt due by the Licensee to GMW and payable within 14 days of written notice being given by GMW
- I. Until the debt is paid to GMW it shall be a charge on the Licensee's land and shall carry interest, calculated on a daily basis from the date that the debt is due and payable, at the rate set by GMW in accordance with s.281 of the Water Act 1989 (Vic)
- J. All Approved Works undertaken on site shall be carried out between the hours of 7.30am to 4.30pm Monday to Friday, excepting Public Holidays, unless approval for weekend works are provided by the Storage Manager
- K. The Approved Works, once commenced, shall be carried out at a steady (continuous) rate, except if interrupted by inclement weather conditions
- L. The contractor must contact GMW Eildon Office 2 days prior to starting work to assess the site, in accordance with Item 5
- M. The contractor must complete GMW On-Line "Contractor Induction" – Refer to GMW webpage, <https://www.g-mwater.com.au/recreation-tourism/foreshore-occupation-licences>
- N. At the completion of works, the site is to be left clear of building materials and any vehicle imprints to be filled with top dressing
- O. The Applicant must observe and comply with all laws, notices and permits and any other requirements (including the Water Act 1989, (Vic) and any regulations or by-laws made thereunder) of any Authority in connection with the works area and take all reasonable measures to control and supervise all persons, including the Applicants guests, on the works area.

Item 9: Special Conditions
N/A

1 SITE PLAN - PROPOSED BOAT RAMP
SCALE: 1:250





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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of
Land Act 1958

Page 1 of 1

VOLUME 08189 FOLIO 348

Security no : 124112542594W
Produced 09/02/2024 04:14 PM

LAND DESCRIPTION

Lot 1 on Title Plan 880236U.
PARENT TITLE Volume 07720 Folio 047
Created by instrument A481564 18/02/1958

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GOULBURN-MURRAY RURAL WATER CORPORATION of 40 CASEY STREET TATURA VIC 3616
AK116800M 07/01/2013

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP880236U FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

ADMINISTRATIVE NOTICES

NIL

eCT Control 14759E GOULBURN-MURRAY RURAL WATER CORPORATION
Effective from 08/01/2013

DOCUMENT END



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Document Identification	TP880236U
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TITLE PLAN

EDITION 1

TP 880036U

Location of Land

Parish : EILDON
Township : -
Section : B
Crown Allotment : 27 (PT)
Crown Portion : -

Notations

Last Plan Reference : -
Derived From : VOL. 8189 FOL. 348

Depth Limitation : 50 FEET BELOW THE SURFACE

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land/ Easement Information

THIS PLAN HAS BEEN PREPARED BY
LAND REGISTRY, LAND VICTORIA FOR
TITLE DIAGRAM PURPOSES

COMPILED: Date 22/01/07

VERIFIED: A. DALLAS
Assistant Registrar of Titles

FOR DIAGRAM SEE SHEET 2

TABLE OF PARCEL IDENTIFIERS

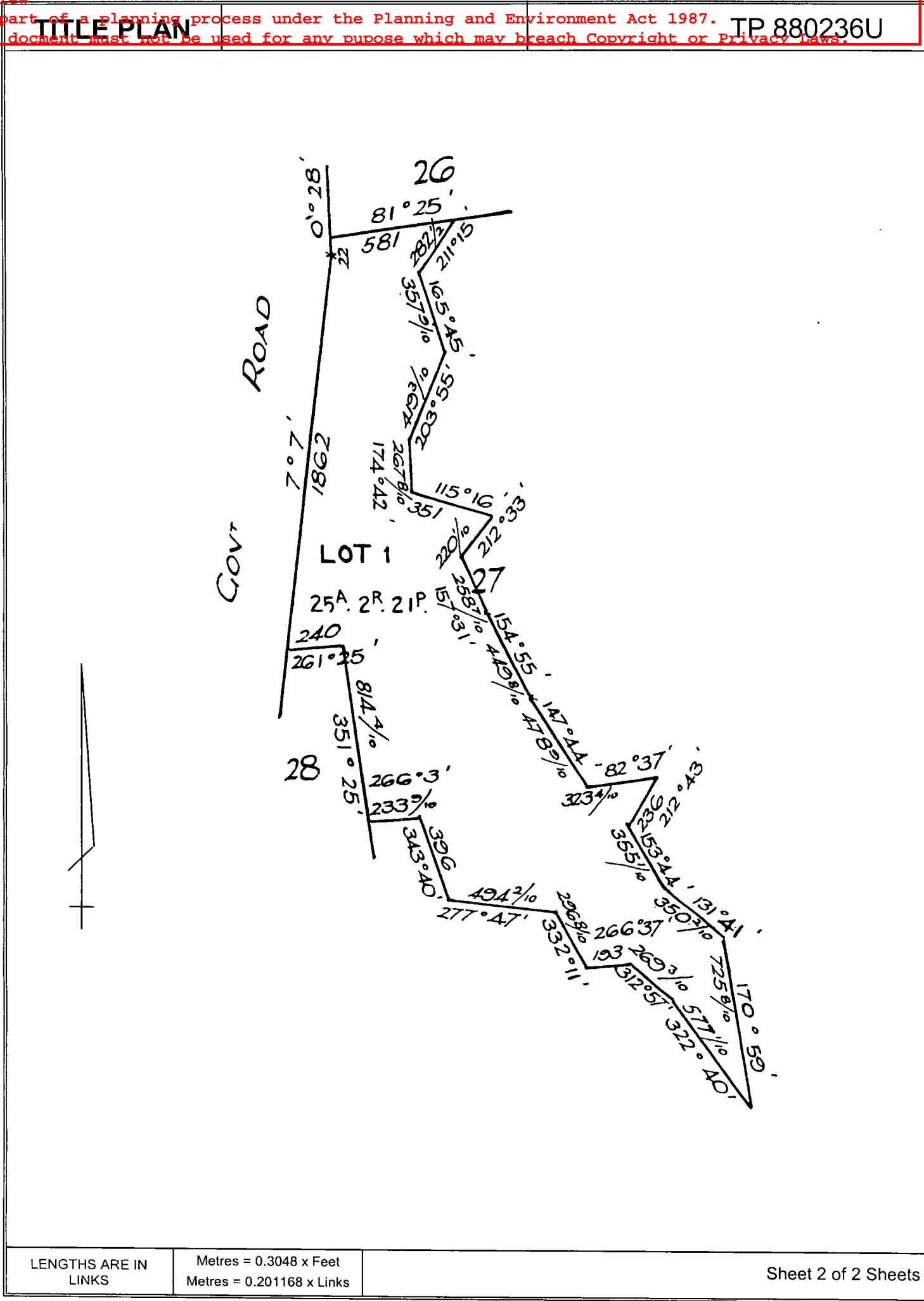
WARNING: Where multiple parcels are referred to or shown on the Title Plan this does
Not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962

LOT 1 = CA 27 (PT)

LENGTHS ARE IN
LINKS

Metres = 0.3048 x Feet
Metres = 0.201168 x Links

Sheet 1 of 2 Sheets





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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of
Land Act 1958

Page 1 of 1

VOLUME 08203 FOLIO 397

Security no : 124112542350M
Produced 09/02/2024 04:08 PM

LAND DESCRIPTION

Lot 24 on Plan of Subdivision 044119.
PARENT TITLE Volume 07720 Folio 047
Created by instrument A598345 04/09/1958

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
RONALD SAINT CLAIR MORPHY
MARGARET LOUISE MORPHY both of 9 HORTON CLOSE BRIGHTON
G089450 31/03/1976

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP044119 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 349 TAYLOR BAY RIGHT ARM ROAD TAYLOR BAY VIC 3713

DOCUMENT END



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Document Type	Plan
Document Identification	LP044119
Number of Pages (excluding this cover sheet)	4
Document Assembled	09/02/2024 16:08

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PLAN OF SUBDIVISION

LP 44119

PARISH OF EILDON
COUNTY OF ANGLESEY

EDITION 5
PLAN MAY BE LODGED 18/12/58

COLOUR CODE

MEASUREMENTS ARE IN
LINKS

ENCUMBRANCES

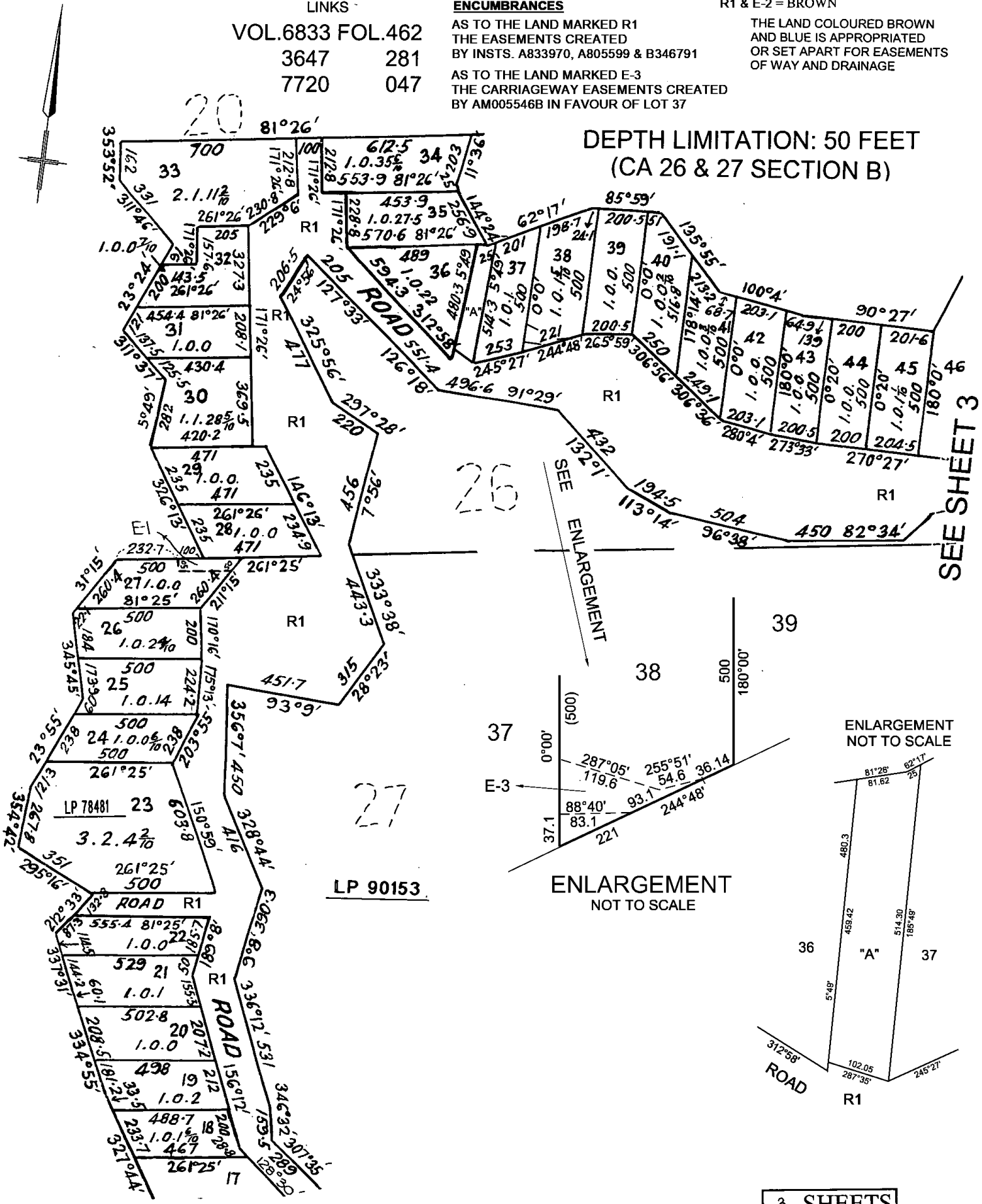
E-1 = BLUE
R1 & E-2 = BROWN

VOL.6833 FOL.462
3647 281
7720 047

AS TO THE LAND MARKED R1
THE EASEMENTS CREATED
BY INSTS. A833970, A805599 & B346791
AS TO THE LAND MARKED E-3
THE CARRIAGEWAY EASEMENTS CREATED
BY AM005546B IN FAVOUR OF LOT 37

THE LAND COLOURED BROWN
AND BLUE IS APPROPRIATED
OR SET APART FOR EASEMENTS
OF WAY AND DRAINAGE

DEPTH LIMITATION: 50 FEET
(CA 26 & 27 SECTION B)



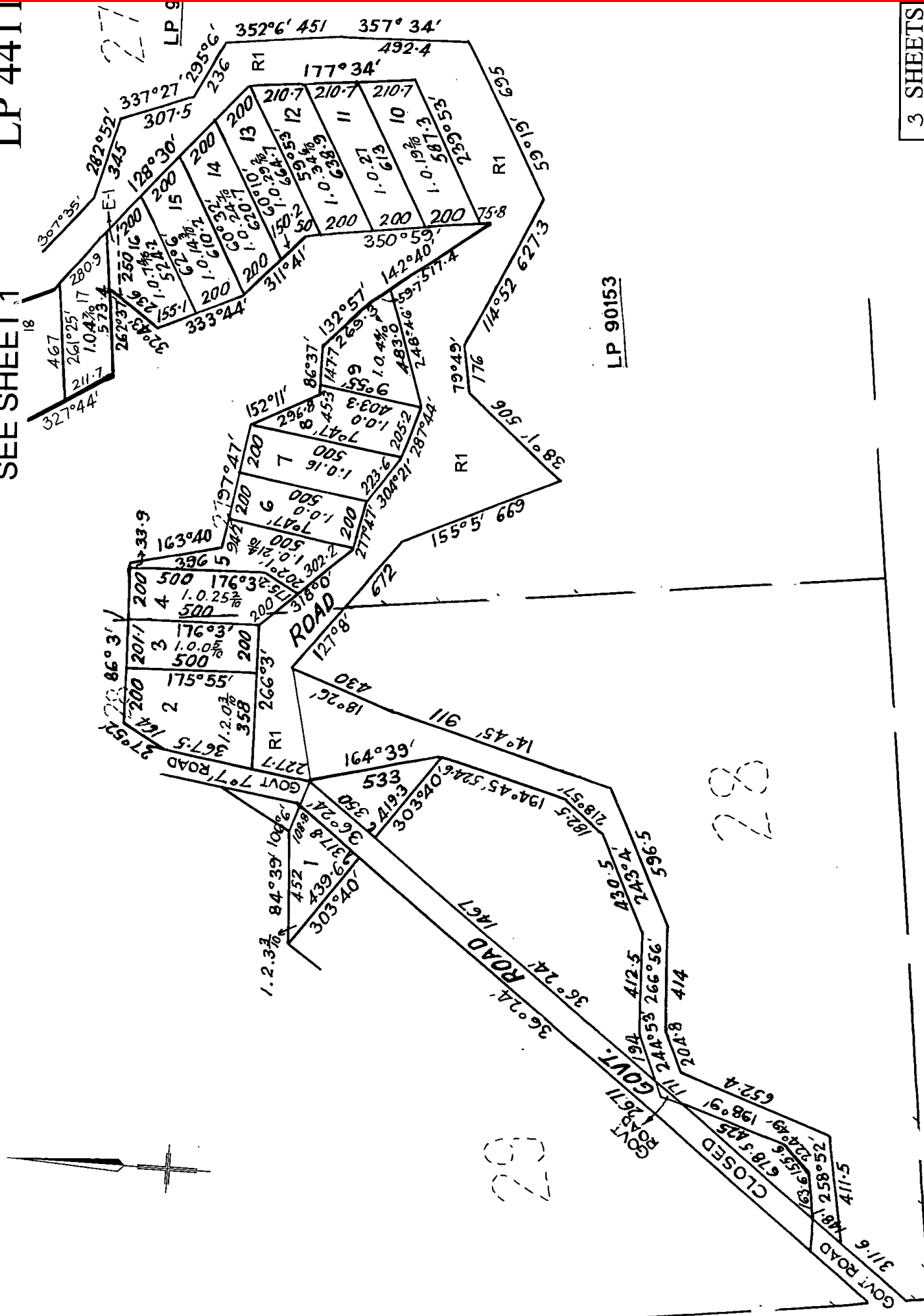
SEE SHEET 2

3 SHEETS
SHEET 1

SEE SHEET 1
LP 44119

LP 90153

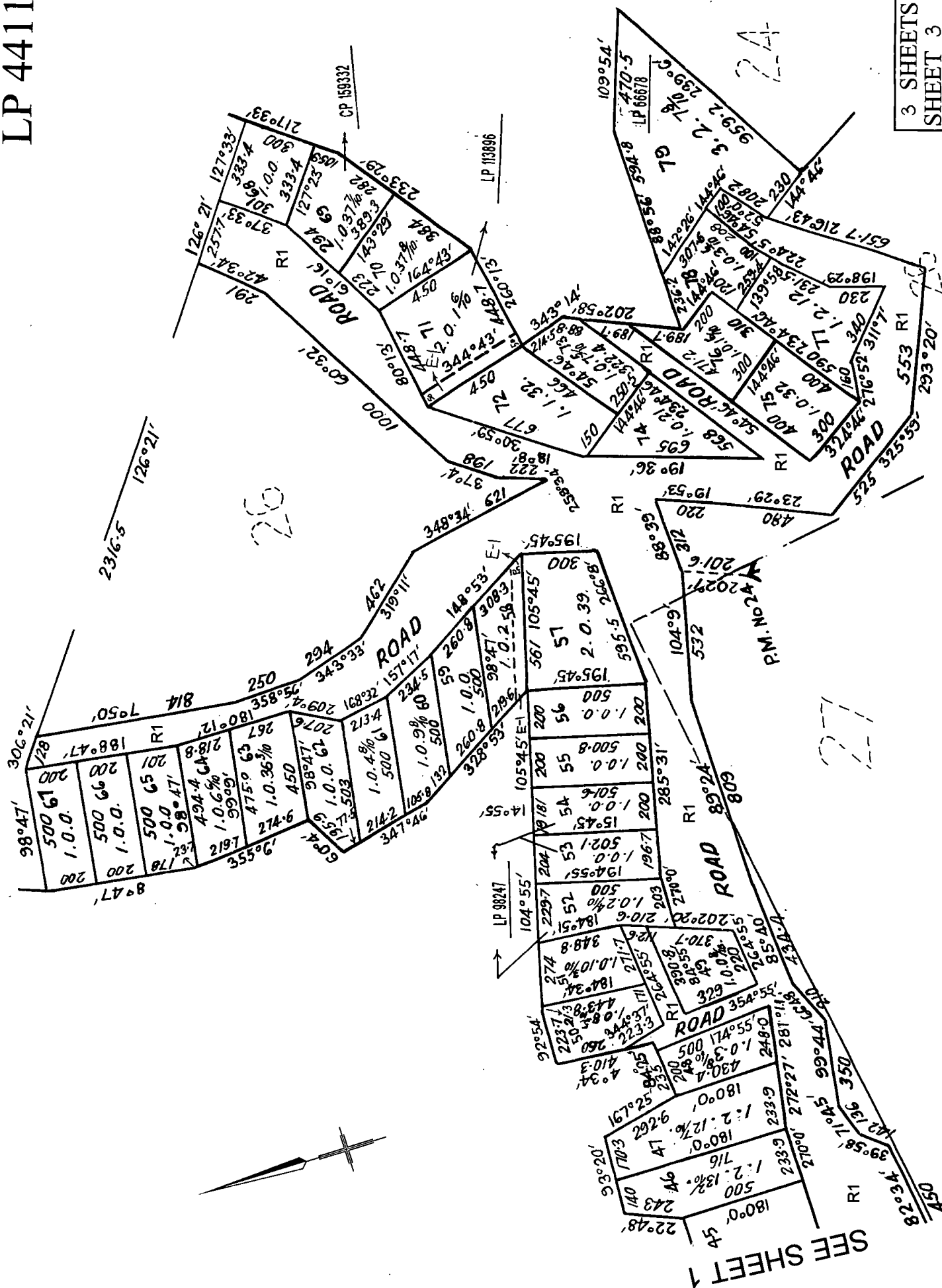
3 SHEETS
SHEET 2



LP 90153

LP 44119

3 SHEETS
SHEET 3



MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

LP 44119

[illegible]