

## MINOR WORKS (SEWER) – CONDITIONS OF APPROVAL

1. The Works are to be constructed on behalf of the owner at no cost to Sydney Water and in accordance with Sydney Water Standards and Specifications.
2. The Works must provide maximum drainage to the lot.
3. Where the construction of the Works involve the opening of a road or footpath, it is the Applicant's responsibility to obtain the consent of the relevant Roads Authority and abide by the conditions of consent as referred to in the Roads Act 1993 granted by the Authority.
4. The Applicant will use its best endeavour to construct the Works in the shortest possible time and take all necessary steps to protect from harm or damage any person, property or part of the environment, which may be affected by the construction of the Works.
5. The Applicant agrees that where the Works are found by the Asset Inspection Services team not to conform with the Standards and Specifications, the Applicant shall reconstruct the Works or any part thereof and pay any additional inspection fees.

### **The Applicant warrants that:**

- A. The construction of work must be by a listed Constructor with the appropriate capability. The works must be constructed in a workmanlike manner in accordance with the Sydney Water Standards and requirements and Sydney Water's "Instructions to Constructors - Minor Works (sewer)".
- B. Sydney Water makes no representation that the design of the Works is suitable.
- C. This Agreement may not be assigned.
- D. I will indemnify Sydney Water in respect of any loss, damage, cost or expense which may be incurred or liable to be met by Sydney Water relating to anything done or omitted to be done by me or any person with respect to the construction of the Works.
- E. I will reimburse to Sydney Water the total amount of all rebates of water and/or sewerage service availability charges and any payments of compensation which Sydney Water is required to make to its customers under the Customer Contract due to an interruption in the supply of water and/or sewerage services or for any damage or disruption caused to Sydney Water customers due to my actions or omissions.
- F. If the Works require the entry onto or are required to be constructed in adjoining land, I will be responsible for negotiating entry and the payment of compensation as required by S.41 of the Act with the adjoining land owner. A completed Permission to Enter Form has been submitted with this Agreement. Following construction of the works I will provide an Entry Restoration Clearance from the adjoining land owner that works have been completed in accordance with the terms of the Agreement.
- G. If I fail to meet any obligation of this Agreement Sydney Water may:
  - i. direct me to vacate the site of the works and complete any obligation under the Agreement at my expense or in the alternative,
  - ii. suspend the construction of the Works until I rectify the failure.

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## SCOPE OF WORKS COVERED BY THESE CONDITIONS

*(Water Servicing Coordinator to cross box for applicable work which will also identify the type of constructor.)*

### Constructors with 'MS' listing

This Agreement covers works relating to gravity sewers of size  $\leq$ DN 225 and depth  $\leq$ 2.5 metres for **'MS' listed Constructors** and covers:

- inserting junctions/property connection arrangements into existing VC and PVC sewers;
- constructing PCSs of length not greater than 12 metres measured along the axis of the PCS from the centreline of the sewer at the PCS connection point to the centreline of the furthest riser for the IS or RP;
- constructing extensions of existing sewers on line and grade of length not greater than 12 metres (measured along the axis of the extension from the end of the existing sewer to the centreline of the TMS), where justification for extension has been accepted by Sydney Water;
- concrete encasing up to 25 metres of an existing VC or PVC sewer;
- replacing up to 25 metres of existing VC or PVC sewer as a precursor to concrete encasement;
- sealing points of connection to Sydney Water's sewer.

### Constructors with 'S1' or 'S2' listing

This Agreement covers works relating to gravity sewers of size  $\leq$ DN 225 and depth  $\leq$ 6 metres for **'S1' or 'S2' listed Constructors** and covers:

- inserting junctions/property connection arrangements into existing VC and PVC sewers;
- constructing PCSs of length not greater than 25 metres measured along the axis of the PCS from the centreline of the sewer at the PCS connection point to the centreline of the furthest riser for the IS or RP;
- constructing extensions of existing sewers on line and grade of length not greater than 25 metres (measured along the axis of the extension from the end of the existing sewer to the centreline of the TMS), where justification for extension has been accepted by Sydney Water;
- concrete encasing an existing VC or PVC sewer. Concrete encasing an existing VC or PVC sewer of size  $>$  DN 225 and  $\leq$  DN 300 where pipe replacement/flow management is not required is also permitted;
- replacing up to 25 metres of existing VC, PVC, CI or DI sewer as a precursor to concrete encasement;
- sealing points of connection to Sydney Water's sewer;
- disusing PCSs and sewers of size  $\leq$  DN 300.