



## Application for Works on a Public Road

Authorisation to alter and use a public road (includes the carriageway/ footpaths and verges).  
Authorisation under Section 221, Permit under 222 of the Local Government Act 1999.

Applications must be lodged and approved prior to the activity taking place  
**(Allow at least a minimum of 15 business days for applications to be assessed)**

### **AN APPLICATION FEE OF \$43.00 IS REQUIRED WHEN LODGING THIS APPLICATION FORM**

A fee of \$16.50 per day or part thereof is applicable where on street car parking space closure is required

#### **WHAT AUTHORISATION IS BEING REQUESTED? (Please mark with an X)**

- ☐ **Driveway Crossover:** Installation / alteration / removal (includes reinstatement of redundant invert / kerb).  
See Works on a Public Road Fact Sheet – Driveway Crossover
- ☐ **Underground Electrical Connection:** See Works on a Public Road Fact Sheet – Electrical Underground Services
- ☐ **Stormwater Drainage:** (connection from property boundary to kerb) See Works on a Public Road Fact Sheet  
– Stormwater Drainage
- ☐ **Other:** please specify .....

#### **Proposed timing of works**

Start Date: ..... Completion Date: .....

#### **Location of works**

House No: ..... Lot No: ..... Street Name: ..... Suburb/ Town: .....

#### **Applicant details**

Name: .....

Postal Address: .....

Contact No: ..... Email: .....

#### **Office Use Only**

Receipt No: ..... Amount Received: \$ .....

Date of Receipt: .....

Application Lodgement Date: .....

RC: 700 Account No: 1750: 875: 595. (Civil Compliance Fees & Charges)

## Land owner details

Name: .....

Postal Address: .....

Contact No: ..... Email: .....

## Works to be undertaken by

Name: .....

Business/ Company Name (If applicable): .....

Postal Address: .....

Contact No: ..... Email: .....

## Additional works information

Does this application relate to a Development Application? ☐ Yes ☐ No

If yes, please provide Development Application Number: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Does this work impact/ incorporate any public service providers' infrastructure?  
(E.g. Telstra, SAPN, SA Water etc.) ☐ Yes ☐ No

If yes, please specify: .....

*Council will not approve applications that incorporate or impact on any non-Council services/ infrastructure (i.e. SA Water, telecommunications or electrical infrastructure pits, manholes, posts etc.); without permission from that service provider. It is the responsibility of the applicant or land owner to consult with the relevant service providers to determine their requirements, obtain the relevant approvals and ensure all works are completed to their satisfaction. Written confirmation must be attached to the application form (the property owner/ applicant will need to obtain this confirmation at their cost). Any works associated with the alteration/ relocation of this infrastructure must be arranged by the applicant or land owner through those relevant service providers and may be subject of separate costs payable to them.*

Does this work impact any Council Tree or vegetation? ☐ Yes ☐ No

If yes, please specify: .....

*Councils preference is not to remove an established street tree where they are considered to be in good health and provide amenity value; every attempt should be undertaken to retain the existing tree. Should no alternative be available which necessitates consideration, the applicant will be required to lodge a separate application form (Undertake works on Council Land Permit "TREES") and if approved, will be responsible for the full cost of removal and relocation/ replacement as per Council's Register of Fees and Charges.*

Does this work impact/ be undertaken on a Department for Infrastructure & Transport (DIT) Road? ☐ Yes ☐ No

If yes, please provide DIT Application Number: .....

*If you plan to carry out roadworks on one of the Department for Infrastructure & Transport (DIT) public roads listed on Page 3, you must obtain permission from DIT **before** submitting this application.*

*You will be required to provide a copy of DIT's authorisation number, conditions of approval and a copy of the workzone traffic management plan as approved by DIT.*

**For further information:**

**Visit:** [www.sa.gov.au/topics/driving-and-transport/industry-services/getting-permission-to-carry-out-roadworks](http://www.sa.gov.au/topics/driving-and-transport/industry-services/getting-permission-to-carry-out-roadworks)

**Call:** Traffic Management Centre on 1800 018 313

**Email:** [DPTI.roadworks@sa.gov.au](mailto:DPTI.roadworks@sa.gov.au)

**DIT ROADS:**

Adelaide Road, Angus Road, Battunga Road, Brookman Road, Bull Creek Road, Churchill Road, Dashwood Gully Road, Echunga Road; Flaxley Road, Junction Road, Long Valley Road, Macclesfield Road, Mawson Road, Meadows Road, Mount Barker Road, Nairne Road, North Terrace, Old Princes Highway, Paris Creek Road, Pine Avenue, South Terrace, Strathalbyn Road, Todd Street, Venables Street, Wellington Road, Woodside Road.

**DIAL BEFORE YOU DIG:**

The Applicant is responsible for obtaining information on the location of underground pipes and cables from communications, gas, water and electricity providers. Plans can be requested via the Dial Before You Dig website – [www.dialbeforeyoudig.com.au](http://www.dialbeforeyoudig.com.au) or phone enquiries to 1100.

**EXCAVATION AND REINSTATEMENT OF COUNCIL LAND:**

All excavation, backfilling and reinstatement of Council land shall be undertaken in accordance with Councils **Specifications for Excavation and Reinstatement of Council Land**, these specifications can be viewed on Councils website at [www.mountbarker.sa.gov.au/engineeringstandards](http://www.mountbarker.sa.gov.au/engineeringstandards). The infrastructure reinstatement requirements contained in this specification apply to roads and reserves which are maintained by the Council. All work shall conform to this specification unless otherwise approved and documented on the Authorisation by a Council representative.

The specifications for excavation and reinstatement of Council land also contain a maintenance period for making good any settlement or other deterioration in the reinstated excavation for a period of one year on final completion of the work.

**EASEMENTS:**

Council may NOT have a record of all easements on your property.

Where Council has stormwater infrastructure or CWMS infrastructure running through your property (pits and pipes, NOT creeks) there may be an easement.

To identify if your property has an easement you can apply to obtain a copy of your Certificate of Title.

If the title cites that an easement is 'to Council' it is likely we will have infrastructure there, otherwise another service authority may own the easement(water/electricity/sewer).

Further information relating to easements can be obtained on Council's website, please refer to Fact Sheet – 'Council Easements': [https://www.mountbarker.sa.gov.au/\\_data/assets/pdf\\_file/0023/117563/Easement-Fact-Sheet.pdf](https://www.mountbarker.sa.gov.au/_data/assets/pdf_file/0023/117563/Easement-Fact-Sheet.pdf)

## Proposed Term of the Alteration

Term of the alteration: ..... (may not exceed 42 years)

**Please provide details and a location sketch of proposed works or attach a plan including:**

dimensions (distance, width, depth etc.), materials, property boundaries, roads, footpaths, trees, parking controls, driveways, stormwater, etc.

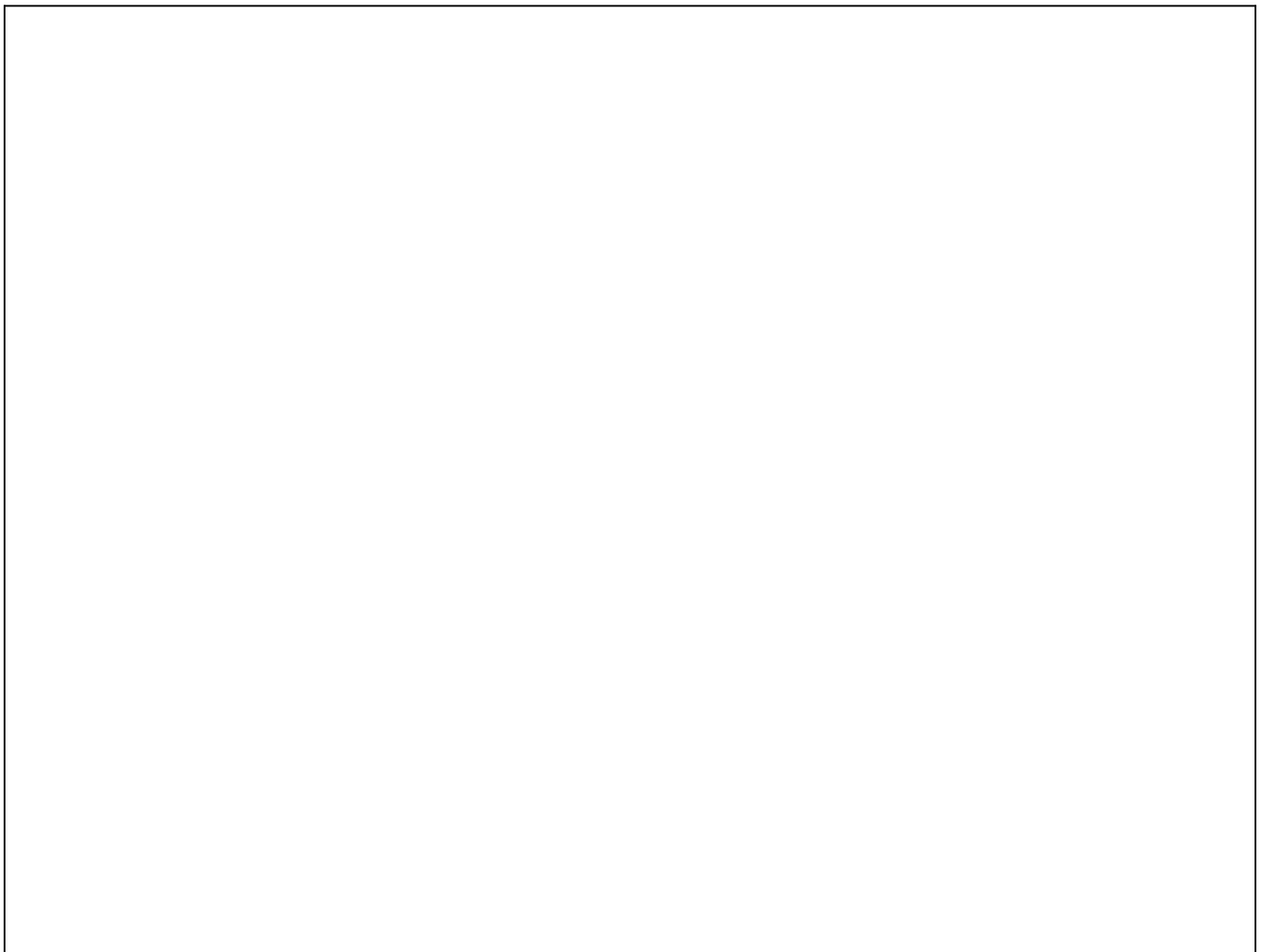
If works are in relation to a crossover; please include type of construction (i.e. concrete, paver, asphalt, rubble), include proposed colour, thickness, width and length.

If works are in relation to an Electrical service; please include conduit Ø, depth of cover, length of service.

**OR**

- ☐ **I have attached a plan to this application (Attached plan must include the above requirements).**

A traffic management plan is required if works affect pedestrian or vehicular traffic.



Please check & include the below following tick box items in plan.

<input type="checkbox"/> Length/ Width/depth of Works	<input type="checkbox"/> Property Numbers
<input type="checkbox"/> Street Tree/s / Shrubs	<input type="checkbox"/> property Driveways/ Crossovers
<input type="checkbox"/> Telstra Pit/s or Electrical Pit/s	<input type="checkbox"/> Property Storm Water Pipe Outlets/ Pits/ Drains
<input type="checkbox"/> Road/Footpath/ Verge Width	<input type="checkbox"/> Other relevant Infrastructure
<input type="checkbox"/> Stobie Pole/s/ Fire Plugs	<input type="checkbox"/> Parking Control Signs/ Lines
<input type="checkbox"/> Pram Ramp/s	<input type="checkbox"/> Distance to nearest Intersection

### The Issuing of this Authorisation is Subject to the Applicant:

- 1) Agreeing to comply with the Conditions set out in the Authorisation;
- 2) Agreeing to comply with any Special Conditions that the Council may determine and attach to the Authorisation;
- 3) Paying the prescribed fees set out in Mount Barker District Council's Fees and Charges Register;
- 4) Providing to the Council evidence of all insurances as required by the Conditions and/ or Special Conditions;
- 5) Only authorised in respect to the approved work/ Activity as specified in the Authorisation.

#### WHAT YOU NEED TO RETURN WITH THIS APPLICATION

- ☐ A Copy of a Public Liability Certificate of Currency for the amount of \$20 Million;
- ☐ A Plan (or attached plan) Showing Proposed Works, Dimensions of Area to be Occupied;
- ☐ Detailed Traffic Management Plan/ Pedestrian Management Plan (if works affect pedestrian or vehicular traffic, must include all signage);
- ☐ Copies of Consultation with Any Potentially Affected Businesses or Residents;
- ☐ Development Application Number:  
(If Applicable)

**PLEASE NOTE:** An application cannot be processed unless all details are completed and documents are Provided.  
Application fees are non- refundable.

### Dispute Resolution:

Council's assessment officer will inspect the proposed site in order to confirm the scope and feasibility of the proposed works (including safety, traffic requirements and existing infrastructure/ integrity/ conditions); if the application is approved, a letter of approval will be sent to the applicant/ property owner.

Should an application not be approved (e.g. insufficient information, non – complying works, adverse effect on road safety etc.), the assessment officer will contact the applicant to discuss the reason/s, if the application is subsequently declined, the applicant will be advised in writing including the reason why the application has been declined. The applicant may contact Council's Manager for Public Health & Safety in writing to discuss the declined application.

### DECLARATION

I the undersigned undertake to be responsible for the works approved under this application and undertake to effect the reinstatement of the footpath and road, as may be required, to a standard equivalent to that existing prior to the commencement of this work.

I am aware that I do not have approval to undertake the activity I'm applying for until such time an Authorisation has been issued to me.

- I am aware of the general conditions of authorisation as contained herein;
- I agree to any/ all special conditions that the Council may determine and attach to this authorisation;
- I am aware of the application fee/s to be paid prior to approval of this application.

Signature of property owner or applicant on behalf of the property owner:

**Applicant's Name:** .....

**Applicant's Signature:** ..... **Date:** .....

**OFFICE USE ONLY**

Application Assessed By: \_\_\_\_\_ Date: \_\_\_\_\_  
(authorised officer)

**Application Status:** ☐ APPROVED ☐ DECLINED (if declined, provide reason below)

Application Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
(authorised officer)

**Special Conditions** (if applicable)

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**COMMENTS FROM OTHER COUNCIL SECTIONS**  
(Where Applicable)

(Person Providing Comments, Please include Section/ Name/ Date & Signature)

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### **SUBMITTING AN APPLICATION TO COUNCIL:**

❖ In Person

Present the application form with payment at the Customer Service Centre, Mount Barker District Council at Level 1/ 6 Dutton Road Mount Barker SA 5251 (Home Maker Centre).  
EFTPOS and credit card facilities are available.

❖ By Email

Email the application form with payment (complete below credit card payment details) to  
[permits@mountbarker.sa.gov.au](mailto:permits@mountbarker.sa.gov.au)

Please ensure that you include all relevant documentation and a copy of a current public liability certificate of currency for an amount of \$20 million.

### **PAYMENT METHODS**

❖ In Person

Present the application form with payment at the Customer Service Centre, Mount Barker District Council at Level 1/ 6 Dutton Road Mount Barker SA 5251 (Home Maker Centre).  
EFTPOS and credit card facilities are available.

❖ By Mail (Cheque or mail order)

Make cheque or mail order payable to: Mount Barker District Council and mark "Not Negotiable". Mail payments to: Mount Barker District Council, Po Box 54 Mount Barker SA 5251.

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### **CREDIT CARD PAYMENT (American Express & Diners are not accepted)**

Complete your credit card details along with the total payment amount and sign where indicated. Once completed, return to Mount Barker District Council at Level 1/ 6 Dutton Road Mount Barker SA 5251, Or; Po Box 54 Mount Barker SA 5251.

☐ Visa    ☐ MasterCard

**Card Number:**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

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

CW Number: \_\_\_\_\_

Payment Amount: \$\_\_\_\_\_

Name of Cardholder \_\_\_\_\_ Contact Number \_\_\_\_\_  
(Payment cannot be processed unless signed by cardholder)

Signature: \_\_\_\_\_

Applicants Name On Application Form: \_\_\_\_\_

Address of Proposed Location: \_\_\_\_\_

(RC: 700 Account No: 1750: 875: 595. (Civil Compliance Fees & Charges))

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Applicant to retain this portion

### **HOW TO APPLY:**

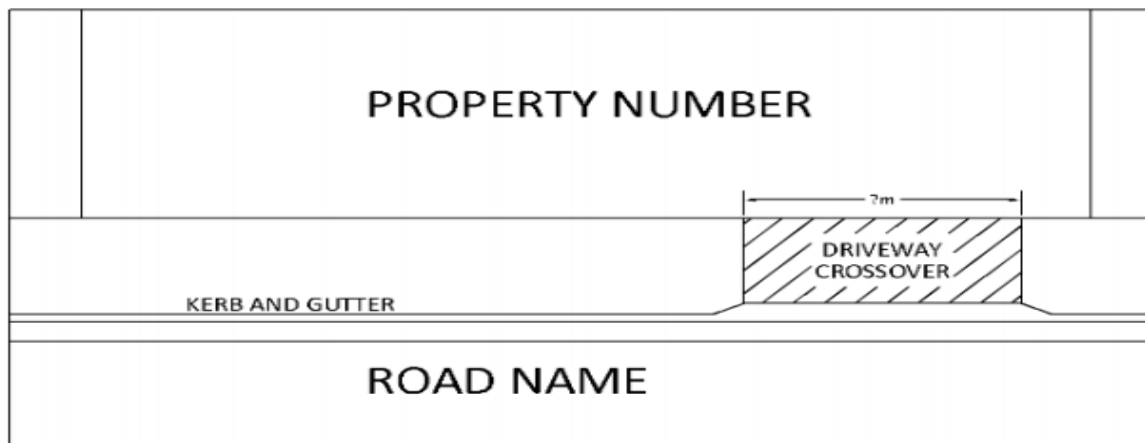
1. Read the relevant Terms and Conditions: Driveway Crossover, Stormwater, Underground Services and associated Fact Sheets;
2. Complete the Application Form

You will need to supply the following information with your application:

- ❖ Certificate of Currency showing a minimum twenty million dollars (\$20,000,000) Public Liability Insurance.  
**Note:** Tax invoices are not considered sufficient evidence of a Public Liability Insurance Policy.
- ❖ Plan of proposed installation indicating whether the following will impose on the design.
  - Footpath
  - Stobie Poles
  - Existing Stormwater Outlets
  - Telstra/ NBN Pits
  - Bus Stops & Shelters
  - Please show the distance between any of the above to the Location of Works.
  - Council Trees or Vegetation
  - Existing Driveway Crossover
  - Stormwater Drainage Pits
  - SA Power Network Pits
  - Street Signage

### **Plan of Proposed Works**

#### **Example**



### **ASSESSMENT PROCESS:**

We'll let you know by email when we've received your application.

The assessment process normally happens within 15 business days and includes:

- ❖ confirmation of your application
- ❖ investigation of your proposed activity
- ❖ If the application is in relation to a development/ building approval, it may require further assessment by Council's Planning/ Engineering Sections, please allow at least an additional 7 days in the processing of the application;
- ❖ If there is a tree on Council verge in the way of works, or within 2m of the proposed works, it may require an assessment by Council's Technical Arboriculture Officer, please allow an additional 5 days in the processing of the application. Please note that under no circumstances will trenching on both sides of a tree trunk be allowed.
- ❖ An application that involves a full or partial road or footpath closure, or occupation of community land that impacts traffic to a material degree may take at least 21 days to be assessed, as these type of applications may also require public consultation. Additional costs associated with consultation and advertising may also apply. A separate application for a total road closure will also need to be lodged.

On approval, you will be provided with a permit confirming the approved activity and the conditions.

The permit is valid for **six (6) months after the date of issue** (unless otherwise approved).

If a tree is required to be removed, the applicant will be required to submit a separate application - Undertake Works on Council Land Permit (TREES) for consideration; if approved, all costs will be charged back to the applicant.



## **TERMS AND CONDITIONS**

### **1. Access issues:**

If the works would impede the Council's collection of household waste, the Grantee must provide access or assistance so that collections may proceed on schedule. If the works would impede third party occupiers of land having foot or vehicular access to their land, the Grantee must provide safe and adequate means of access.

### **2. Site control:**

While upon the Area, the Grantee must:

- 2.1 obtain information identifying the existence and locations of any utility services that might be affected (visit Dial Before You Dig at [www.1100.com.au](http://www.1100.com.au));
- 2.2 minimise restriction of pedestrian or vehicular traffic;
- 2.3 not unduly interfere with the construction of a road/ road related area;
- 2.4 not have an adverse effect on road safety;
- 2.5 take all proper measures to protect utility services, adjacent properties, existing structures (such as a kerb, gutter, paving, manhole lid, irrigation system) and vegetation - special care must be taken when working within the root protection zone of a tree; the zone is about 10 times the trunk's diameter, or about 3 times the trunk's circumference, and a Council Horticultural Officer must be contacted to discuss the tree protection zone prior to the commencement of excavations;
- 2.6 keep the area safe on a 24/7 basis – including supply, erect, maintain and when no longer required remove from the area all necessary barricades, guards, fencing, signs, lights - if the Council believes the area is in unsafe condition, the Council may take steps to rectify the problem and recover the costs from the Grantee;
- 2.7 keep the area reasonably free of rubbish;
- 2.8 take all reasonable steps to keep down noise, dust and vibration;
- 2.9 not allow vehicles to track dirt or mud outside the Area.
- 2.10 ensure that the area site is adequately illuminated between sunset and sunrise and that all appropriate barriers, barricades, signage and warning devices are installed so as to protect the public from injury or damage. Signage and devices must comply with Australian Standard AS 1742, Part 3 and in accordance with SA Standards for Workzone Traffic Management;
- 2.11 ensure the work remains within the confines of the Site as specified on the plan (as approved) provided to the Council together with the application, nothing shall extend outside the approved area unless prior approved by the Council.

### **3. Standards of care:**

When upon the area, the Grantee (or contractor, as applicable) and workers, at their cost and expense, must comply with:

- 3.1 applicable laws, statutory requirements, codes of practice and guidelines;
- 3.2 any reasonable directions as may be given by a Council employee;
- 3.3 Stormwater Pollution Prevention Code of Practice for Local, State and Federal Government;
- 3.4 plans / specifications / methods submitted by the Grantee and approved by the Council;
- 3.5 applicable Australian Standards; and
- 3.6 the exercise of reasonable care, skill and diligence.

Without liability for the Council, if a Council employee has reason to believe work practices upon the area do not comply with these conditions, a Council employee may require work to be interrupted or suspended.

#### **4. Reports:**

At any time, the Council may require the Grantee to provide promptly any reasonable information as relates to the work done or to be done. On the same day as occurs (or, if that is not practicable, on the next working day), the Grantee must report to the Council:

- 4.1 any pre-existing damage or defect in underground services discovered;
- 4.2 any injury to an individual requiring off-site medical treatment (whether or not a notifiable incident under the Work Health and Safety Act 2012);
- 4.3 any incident required to be reported to the EPA;
- 4.4 material theft / damage to property, whether covered by insurance or not;
- 4.5 a material interruption to the work;
- 4.6 a material variation, suspension, revocation or expiry of insurance or a 3<sup>rd</sup> Party consent, licence, permit or approval the work requires.

#### **5. Dilapidation Report:**

At least five (5) days prior to commencement of the work (and, if additionally requested by the Council, within two (2) days of the expiry of the works), the grantee should provide to the Council a satisfactory dilapidation report/ photos (time & date stamped) which records the state of the road, Council land/ infrastructure and any improvements thereon; failure to do so, may render the Grantee liable for the repair of any damage noted on any infrastructure.

#### **6. Inspection:**

Except with the Council's prior written approval, the Grantee shall ensure that no part of the work is covered up or made inaccessible. At any time, the Council may direct the Grantee at its cost to open up or pull down for examination or testing any part of work covered up without the Council's prior written approval.

#### **7. Completion:**

On the completion of the work or the cancellation of the authorisation (whichever comes first) the Grantee must:

- 7.1 within 2 working days remove from the area all construction materials, plant or equipment of the Grantee (or contractor);
- 7.2 within 2 working days restore the Area to at least the same condition as before the work commenced;
- 7.3 within 2 working days make good any damage caused to property of a third party.

#### **8. Maintenance & Repair:**

The Grantee shall:

- 8.1 at its own cost and expense during the authorisation period, periodically monitor and maintain the alteration (including any structure (if any) in, on, across, under or over the road) and keep the alteration in good, safe and proper repair and condition to Council's satisfaction;
- 8.2 If in the works a structure, fixture or equipment is installed, it remains the Grantee's property and at all times during the authorisation the Grantee must keep the item in safe, good condition. Within 2 working days after the expiry or cancellation of the authorisation (whichever comes first), the Grantee (or successor) must remove such items, make good any damage caused thereby, and restore the Area to at least the same condition that existed before the item was installed. In default, the Council may take steps to rectify the problem and recover the costs from the Grantee.
- 8.3 where the Grantee undertakes maintenance work to the alteration or the structure, the Grantee must during the period in which the works are being carried out, adhere with SA Standards for Workzone Traffic Management.

## 9. Damage:

9.1 Without limiting clause 8, the Grantee must:

- 9.1.1 when undertaking the alteration;
- 9.1.2 when maintaining the alteration; and
- 9.1.3 when removing the alteration;

not interfere with or cause damage to or in affect in any way any Council owned road, land or property in the immediate vicinity of the road or alteration (including any wire, post, cable, pipe or other property or infrastructure belonging to a service provider or other statutory or other authority, or any adjoining property.

9.2 If the Grantee causes any damage;

9.2.1 described in clause 9.1; or

9.2.2 to the road or any part of the road, or any part of the Council's land or property,

the Grantee must immediately notify the Council and at its own cost and expense promptly rectify the damage and reinstate the road to the satisfaction of the Council and in accordance with all directions and requirements of Council.

9.3 If the Grantee fails to promptly rectify and repair any such damage pursuant to clause 9.2, or alternatively if the Council elects in its discretion, the Council may undertake the rectification and repairs itself, without notice having been given to the Grantee and the Council shall be entitled to recover from the Grantee as a liquidated debt any costs incurred in doing so.

## 10. Reinstatement:

All excavation, backfilling and reinstatement of Council land shall be undertaken in accordance with Councils **Specifications for Excavation and Reinstatement of Council Land**. These specifications can be viewed on Councils internet link [www.mountbarker.sa.gov.au/engineeringstandards](http://www.mountbarker.sa.gov.au/engineeringstandards).

The specifications for excavation and reinstatement of Council land also contain a maintenance period for making good any settlement or other deterioration in the reinstated excavation for a period of one year on final completion of the work.

If in the works any footpath or road surface is required to be repaired / reinstated then the Council will notify the Grantee to carry out the necessary works at their cost, should the repairs/ reinstatement not be undertaken as requested, the Council may carry out such repairs / reinstatement as reasonably required and invoice the Grantee for the cost of carrying out the repair / reinstatement works, with payment to be received by the Council within 14 days of receipt of the invoice by the Grantee.

## 11. Parking:

Parking restrictions (i.e. Clearways, No Stopping, No Parking, Yellow Edge Lines, Bicycle Lanes, and Shared Paths etc.) are to be observed at all times, the placement of structures, material, goods, items etc. or occupation is prohibited; the vision/ line of sight of motorist or pedestrians should not be obstructed or impeded unless otherwise approved by the Council. The Grantee will be required to submit a workzone traffic management plan prepared by an accredited person/ company and receive prior approval.

## 12. Public Consultation:

Mount Barker District Council may be obligated to carry out Public Consultation on an application in accordance with Section 223(1) of the Local Government Act 1999.

### **13. Indemnity & Release:**

The Grantee:

- 13.1 indemnifies the Council and keeps Council indemnified from and against all actions, costs, claims and damages, which may be brought or claimed against the Council arising out of or in relation to the granting of this authorisation or the undertaking or maintenance of the alteration except where any action, cost, claim or damage is caused by negligence or default of the Council;
- 13.2 without limiting clause 13.1, agrees that the Council is not responsible or liable in any way or to such extent for any loss or damage caused to or by the alteration or any structure erected or installed in, on, across, under or over the road and the Grantee releases the Council from any liability or claim resulting directly or indirectly from any accident, damage, loss or injury occurring or arising from the alteration or structure;
- 13.3 acknowledges that each indemnity is independent from the Grantees other obligations and continues during this authorisation and after the authorisation ends.

### **14. Public Risk Insurance:**

The Grantee shall take out and maintain during the authorisation period (duration of works) a public risk insurance policy in the amount of Twenty Million Dollars (\$20,000,000.00) per claim or such other amount as the Council may reasonably require from time to time and such policy must:

- 14.1 cover events occurring during the policy's currency regardless of which claims are made, and;
- 14.2 note that despite any similar policies of Council, the Grantee's policy will be the primary policy.

### **15. Council's insurance:**

If by reason of the Grantee's (or their contractor's or worker's) default or negligence the Council claims under the Local Government Association Mutual Liability Scheme or under insurance held by the Council, the Grantee must bear any excess or deductible incurred in respect of that claim.

### **16. Recourse to security:**

The Council may have recourse to the security for any loss or damage caused by the Grantee's breach of a condition, any unpaid fee and / or an amount for which Council is entitled to be indemnified. The Grantee's liability is not limited to the security.

### **17. No duty of care:**

If the Council gives a consent, approval or direction, accepts any work or inspects anything for the work:

- 16.1 the Council does not have a duty of care to the Grantee (or contractor) for that thing; and
- 16.2 the Grantee is not to any extent relieved from its obligations to comply with these conditions.

### **18. Contractual Rights:**

This Authorisation does not confer on the Grantee any exclusive right, entitlement or proprietary interest in the road and does not derogate from the Council's powers arising under the Local Government Act 1999.

#### **a) Termination of Authorisation:**

- 19.1 The authorisation will immediately cancel on the earlier of:
  - 19.1.1 the expiration of the authorisation period; or
  - 19.1.2 the termination of the authorisation by Council as permitted under section 225 of the Local Government Act 1999.

## **20. Consequences of Termination or Expiry:**

- 20.1 Upon the expiration or earlier termination of the authorisation and subject to the Grantee being granted either a renewal of the authorisation or the granting of a new authorisation pursuant to Section 221 of the Local Government Act 199, the Grantee must at their own cost and expense remove the alteration and return the road to its condition prior to the alteration having been made., including but not limited to:
  - 20.1.1 removing the Structure (if any); and
  - 20.1.2 repairing any damage caused to the road, land in the vicinity of the road or Council's property in removing the structure and the alteration.
- 20.2 If the Grantee fails to remove the alteration in accordance with clause 20.1.1, Council may undertake the work itself and any costs incurred by Council in doing so, may be recovered from the Grantee.
- 20.3 The authorisation may be terminated at any time by the Council by notice in writing to the Grantee.

## **21. Renewal of Authorisation:**

- 21.1 the Grantee may give notice to the Council stating it wishes to renew the authorisation (Further authorisation) at least three (3) months and no more than six (6) months prior to the expiration of the authorisation (original authorisation) and if such notice is given and the Council agrees, the Council may grant a further authorisation for a further term (not exceeding 42 years) fixed by the Council at the time of the renewal.
- 21.2 the Grantee is not entitled to renew the authorisation if the Grantee is in breach of any provision of the authorisation at any time on and from the date of the Grantee's notice in writing to the Council exercising the right of renewal until but not including the date the term of the further authorisation commences.

## **22. Breach:**

- 22.1 If the Grantee at any time breaches a provision of the authorisation and such breach is capable of remedy, the Grantee will have ten (10) days from the receipt of a notice from the Council advising of the breach (**Notice**) and if the Grantee fails to remedy the breach within ten (10) days of the notice, the Council may give the Grantee a written notice in respect of the breach and the proposed termination of the authorisation.
- 22.2 If the Council does give the Grantee a Notice, such Notice must advise the Grantee:
  - 22.2.1 that it is in breach of the authorisation;
  - 22.2.2 the grounds on which the Council proposes to terminate the authorisation; and
  - 22.2.3 allow the Grantee a reasonable time period within which it may give the Council written representations on the proposed termination.
- 22.3 If the Council receives written representations from the Grantee with respect to the proposed termination of the authorisation, the Council must consider all representations.
- 22.4 The Council must, after having considered all representations from the Grantee confirm in writing to the grantee that:
  - 22.4.1 The Council accepts the written representations made by the Grantee and that the authorisation will not be terminated; or;
  - 22.4.2 The Council does not accept the written representations and that the authorisation is terminated, effective immediately.
- 22.5 If the Council serves a notice on the Grantee in accordance with clause 22.2, the time period specified in the notice must be at least one (1) month, unless the Council determines that a shorter period should apply to protect the health or safety of the public or otherwise to protect the public interest.

### **23. Council's Rights on Breach:**

- 23.1 If the Grantee is at any time in breach of any of their obligations under this authorisation, and the Grantee fails to remedy that breach to the satisfaction of the Council within a reasonable time after being requested by the Council (in writing) to do so, the Council and anybody authorised by the Council for that purpose may at any time thereafter come onto the road without notice and do all things necessary to remedy that breach.
- 23.2 The Grantee will be liable to pay or reimburse the Council for all costs and expenses incurred under 23.1 which the Council may recover from the Grantee as a debt due and payable on demand.

### **24. Land Use:**

The Council does not warrant that the road will, at any time, be structurally or otherwise suitable for the permitted activity or alteration.

### **25. About the authorisation:**

The Authorisation:

- 25.1 cannot be modified except in writing signed by or for the Council;
- 25.2 extends to the Grantee's contractor for any of the works;
- 25.3 is limited to the particulars stated – a variation to any particulars is at the Council's discretion;
- 25.4 except with the Council's prior written consent, is not transferable;
- 25.5 may be surrendered at any time, by so notifying the Council;
- 25.6 is revocable by the Council as Local Government Act 1999 section 225 allows; and
- 25.7 is not effective until the Grantee has received a signed copy of the Authorisation.

### **26. About Council:**

The Council grants the authorisation under Local Government Act 1999, section. 221 and not in any other capacity. The authorisation does not preclude or preempt the exercise by the Council of any other regulatory function or power.

### **27. About the Grantee:**

If the Grantee is more than one person, each of them is bound jointly and also severally. The Grantee is liable to the Council for anything done or not done by its contractor or worker that if done or not done by the Grantee would breach a condition.

### **NOTES:**

Local Government Act 1999 (the Act) makes it an offence for a person:

- who owns a structure or equipment installed in, on, across, under or over a road to fail to comply with an order from the Council requiring the owner to carry out maintenance or repair / or requiring the owner to move the structure or equipment to allow the Council to carry out roadwork (s.217(2));
- to make an alteration to a public road not authorised by the Council nor acting under some statutory authority (s. 221(1));
- authorised to carry out work on a road not to carry out the work as expeditiously as is practicable in the circumstances (s. 228(a));
- authorised to carry out work on a road, not to take action that is reasonably practicable in the circumstances to minimise obstruction of the road and inconvenience to road users (s. 228(b)); or
- authorised to carry out work on a road, not to restore the road to at least the condition that existed immediately before the action was taken (s. 229).

## **LOCAL NUISANCE AND LITTER CONTROL ACT 2016**

### **Litter:**

It is an offence for a person to allow or have the potential to allow the deposition or discharge of any waste (solid or liquid) matter to a stormwater system, public stormwater disposal system, natural waterway or an irrigation drainage channel.

An Expiation Notice of up to \$1000.00 may be issued and/ or the possibility of further legal action taken where rubbish, goods, materials, earth, stone, gravel or any other substance or liquid are deposited or have the potential to end up on a public road, footpath or a stormwater system.

Sites that are small, steep, have limited access or are difficult to build/ work on do not provide a defence for non-compliance with the law.

The main objective is to stop sediment, waste and litter from leaving your site. This requires careful planning. The way you run your site can have a big impact on the amount of pollution in stormwater run-off.

A Council officer (authorised person) can order a person or an owner or occupier of unsightly land to clean it up.

Abatement Notices may be issued to ensure compliance with the legislation.

For further information, please refer to the Local Nuisance and Litter Control Act 2016.

### **Nuisance:**

The Local Nuisance and Litter Control Act 2016 describes a local nuisance as being any adverse impact on the amenity value of an area which unreasonably interferes with, or is likely to unreasonably interfere with, the enjoyment of that area by people in that area. Some common examples of activities that may be considered a local nuisance include dust, noise, odour, vibration, graffiti and littering (which has a broad meaning under the act); should you require further information about your responsibilities under the Act, please contact Council on (08) 8391 7200, alternatively you may refer to the Local Nuisance and Litter Control Act 2016.

### **Stormwater Pollution Prevention:**

Under the Environment Protection (Water Quality) Policy 2015, A person must comply with in taking all reasonable and practicable measures to prevent or minimise environmental harm resulting from undertaking an activity that pollutes or might pollute waters; fines may be imposed on a person, builders, owner/occupiers, landscapers or developers of land where pollution has entered, or has the potential to enter a waterway, a water reticulation system, a sewage system or a wastewater management system.

Depending on the seriousness of the offence, the Environment Protection Authority may also choose to prosecute through the court.

Council Officers regularly inspect all types of sites to ensure effective environmental measures are in place.