

## HOW TO APPLY:

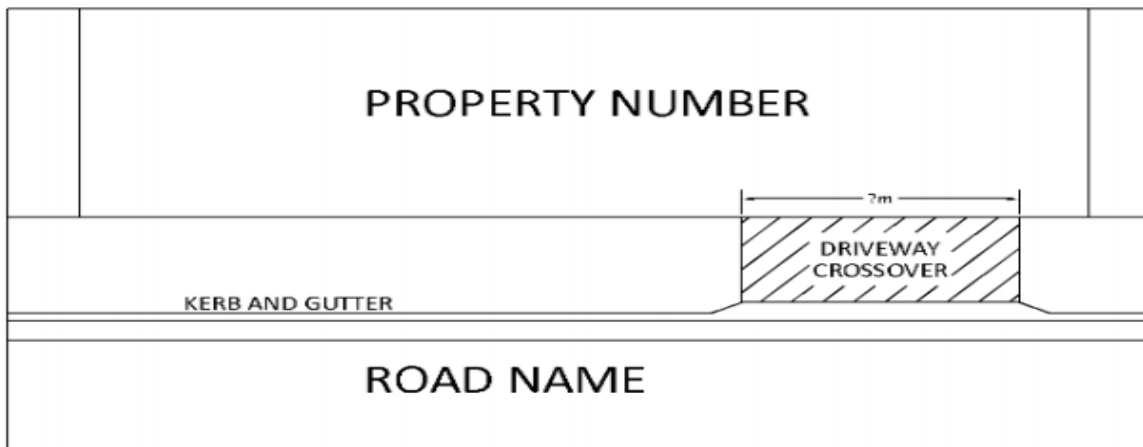
### 1. Complete the Application Form

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 8 weeks and includes:

- ✓ confirmation of your application
- ✓ investigation of your proposed activity
- 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 Parks and Gardens - Team Leader, 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.

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).



## **GENERAL 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.byda.com.au](http://www.byda.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 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 third 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 the **Standards and Requirements for the Design and Construction of Infrastructure Assets in South Australia - Infrastructure Guidelines SA**. As this is a living document and may be revised and amended from time to time, the latest version of Infrastructure Guidelines SA will only be available electronically on the IPWEA SA website at <https://www.ipwea.org/southaustralia/publications/ourlibrary>

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:**

Naracoorte Lucindale 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) 8760 1100, 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.