

Works on a Public Road

Including Road, Footpath, Verge Application Form



Work Site Address:

Street Number & Name _____ Suburb _____ Postcode _____

Applicant

Title _____ First Name _____ Last Name _____

Postal Address (if different to above)

Street Number & Name _____ Suburb _____ Postcode _____

Phone Number _____ Email _____

Proposed Work on Council Land:

- | | | | |
|--------------------------|--|--------------------------|--|
| <input type="checkbox"/> | Driveway Crossover (area between property boundary and kerb i.e. new and/or extend) | <input type="checkbox"/> | Landscaping on the Council verge (i.e. lawn, garden beds, mulch, irrigation) |
| <input type="checkbox"/> | Driveway Invert (alterations to the kerb and watertable i.e. new, close and/or extend) | <input type="checkbox"/> | Tree planting on the Council verge |
| <input type="checkbox"/> | Electrical Underground Service (connection from source to property boundary) | <input type="checkbox"/> | Other (please specify) |
| <input type="checkbox"/> | Stormwater Drainage (connection from property boundary to kerb) | | |

Proposed Timing of Works

Start Date _____ Completion Date _____

Works to be carried out by:

Name _____ Contact Details _____

Does this application relate to a Development Application? Yes No

If yes, please provide Development Application Number: _____ / _____ / _____

Submitting an application to Council:

- Mail (Cheque or Mail Order)
Make cheque or mail order payable to: City of Mitcham and mark 'Not Negotiable'. Mail payments to: City of Mitcham, PO Box 21, Mitcham Shopping Centre, Torrens Park, SA 5062
- In Person
Present the application form with payment at the Customer Service Centre, City of Mitcham, 131 Belair Road, Torrens Park, SA 5062. EFTPOS and credit card facilities are available.

Please Note: written approval is to be given from Council, prior to the commencement of work on site. (Please allow at least 10 working days)

Street Address:
131 Belair Road
Torrens Park SA 5062

Postal Address:
PO Box 21
Mitcham Shopping Centre
Torrens Park SA 5062

Phone: (08) 8372 8888
Fax: (08) 8372 8101
mitcham@mitchamcouncil.sa.gov.au
www.mitchamcouncil.sa.gov.au

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Please provide details and a location sketch of proposed works or attach a plan, including:
dimensions, materials, boundaries, roads, trees, parking controls, driveways, stormwater, etc.
A traffic control plan is required if works affect pedestrian or vehicular traffic.

Declaration

I / We 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 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 administration fee to be paid prior to approval of this application.

Signature of applicant **Date**

Name (Please print)

**AUTHORISATION FOR WORKS ON A PUBLIC ROAD
PURSUANT TO SECTION 221 OF THE LOCAL GOVERNMENT ACT 1999**

The issuing of this Authorisation is subject to:

- A. The Applicant agreeing to the **General Conditions** of Authorisation as contained therein;
- B. The Applicant agreeing to any/all **Special Conditions** that the Council may determine and attach to this Authorisation;
- C. The Applicant paying the described fee.

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 minimise restriction of pedestrian or vehicular traffic;
 - 2.2 have identified the existence and locations of any utility services that might be affected (visit *Dial Before You Dig* at www.1100.com.au);
 - 2.3 take all proper measures to protect utility services, adjacent properties, existing structures (such as a kerb and watertable, footpath, 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 trunks diameter, or about 3 times the trunks circumference, and a Council Horticultural Officer must be contacted to discuss the tree protection zone prior to the commencement of excavations;
 - 2.4 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 an unsafe condition, the Council may take steps to rectify the problem and recover the costs from the Grantee;
 - 2.5 keep the Area reasonably free of rubbish;
 - 2.6 take all reasonable steps to keep down noise, dust, vibration;
 - 2.7 not allow vehicles to track dirt or mud outside the Area.
3. **Standards of care:** When upon the Area, the Grantee (or contractor, as applicable) and workers must comply with (in descending priority):
 - 3.1 applicable laws, 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 3rd party consent, licence, permit or approval the work requires.
5. **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.
6. **Completion:** On the completion of the work or the cancellation of the authorisation (whichever comes first) the Grantee must:
 - 6.1 within 1 working day remove from the area all construction materials, plant or equipment of the Grantee (or contractor);
 - 6.2 within 2 working days restore the Area to at least the same condition as before the work commenced;
 - 6.3 within 2 working days make good any damage caused to property of a third party.
7. **Fixtures:** If in the works a 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. **Reinstatement:** If in the works any footpath or road surface is required to be repaired / reinstated then 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.
9. **Indemnity:** As a continuing obligation, except to the extent caused by the Council's negligence, the Grantee indemnifies and defends the Council against any loss, damage, cost or expense incurred by Council in relation to property or persons in connection with the Grantee (or contractor or their workers, as applicable) either:
 - 9.1 having use of the Area under this authorisation;
 - 9.2 bringing on or using on the Area any materials / plant / equipment;
 - 9.3 allowing the escape of any water;
 - 9.4 breaching a condition of this authorisation; or
 - 9.5 being negligent.

10. **Council's insurance:** If by reason of the Grantee's (or their contractors or workers) 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.
11. **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.
12. **No duty of care:** If the Council gives a consent, approval or direction, accepts any work or inspects anything for the work:
 - 12.1 the Council does not have a duty of care to the Grantee (or contractor) for that thing; and
 - 12.2 the Grantee is not to any extent relieved from its obligations to comply with the Authorisation.
13. **About the Authorisation:** The authorisation:
 - 13.1 cannot be modified except in writing signed by or for the Council;
 - 13.2 extends to the Grantee's contractor for any of the works;
 - 13.3 is limited to the particulars stated – a variation to any particulars is at the Council's discretion;
 - 13.4 except with the Council's prior written consent, is not transferable;
 - 13.5 may be surrendered at any time, by so notifying the Council; and
 - 13.6 is revocable by the Council as *Local Government Act 1999* s. 225 allows.
14. **About Council:** The Council grants the authorisation under *Local Government Act 1999* s. 221 and not in any other capacity. The authorisation does not preclude or pre-empt the exercise by the Council of any other regulatory or other function or power.
15. **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* makes it an offence for a person:

- o *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));*
- o *to make an alteration to a public road not authorised by the Council nor acting under some statutory authority (s. 221(1));*
- o *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));*
- o *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*
- o *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).*