City of Mount Gambier

Works on a Public Road or Footpath Permit Application

Pursuant to Section 221, *Local Government Act 1999* (SA)

PLEASE ALLOW A MINIMUM OF FIVE (5) BUSINESS DAY FOR APPLICATION TO BE ASSESSED

Authorisation Holder			
Company Name:			
Contact Person:			
Address:			
Email:		Phone:	

Type of Alteration

☐ Industrial Bins / Containers / Skip Bin ☐ Fencing / Hoarding ☐ Mobile Scaffolding

☐ Crane Truck / Elevated Platform ☐ Trenching / Excavation ☐ Scissor Lift

Construction / Maintenance Other _____

Work Details				
Contractor or Person undertaking works:				
Details of proposed work (including equipment used):				
Location of works:				
Commencement Date:		Completion Date:		
Commencement Times:		Completion Times:		
Will there be Weekend Work undertaken:	☐ Yes ☐ No			
Does this application relate to a Development Application?	☐ Yes ☐ No	If Yes, Plan SA Number:		

Please Note: Traffic Control at the worksite is to be undertaken in accordance with AS 1742 Manual of Uniform Traffic Control Devices			
Temporary Traffic Signs:	☐ Yes ☐ No	Speed limit restrictions:	Km/h will be used
Impact on Transport SA Assets?	☐ Yes ☐ No	***Please Note: DIT Roads**: Bay Road, Sutton Avenue, Jubilee Highway, Penola Road White Avenue, Pick Avenue*	
Vehicles that are required to be regularly parked at the Permit area (please list all relevant Registration details)*:			
*Please note there is no automatic exemption to parking regulations when a s221 Permit is issued, and Council reserves the right to consider requests for vehicle access to worksites, on the balance of public accessibility, impact to locality and amenity			

Details of impact:			
The accredited person responsible for workzone traffic management and signage at roadworks:			
Name:		Mobile Number:	

Permit Requirements Checklist (to be completed by applicant)
☐ Plan of proposed work
☐ Detailed Traffic / Pedestrian Management Plan *(if works affect pedestrian or vehicular traffic, must include all signage)*
☐ Public Liability Insurance (**$20 Million)**
☐ Notification of Adjacent Properties – The applicant is responsible for notifying surrounding residents and businesses where the proposed works are likely to cause disruption.
☐ Before You Dig Australia - 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 www.byda.com.au or phone 1100.
☐ Link SA have been notified (If works are on Bus Route) Contact 8532 2633 https://www.linksa.com.au/bus-routes/

Declaration			
I acknowledge that I have read and understand the terms and conditions and any special conditions that the Council may determine, provided to me as contained in this Permit, and agree to abide by them:			
Applicant's Signature			
Name:			
Signature:		Date:	

APPLICATIONS MUST BE APPROVED BY COUNCIL PRIOR TO THE ACTIVITY TAKING PLACE

Office Use Only			
Authorisation Approved by: ☐ **Approved** ☐ **Declined (refer below comments)**			
Name:		Position:	
Signature:		Date:	
Comments/Special Conditions:			

General Terms & Conditions:

All public roads in the Council area are vested in the Council. The Council, having complied with all relevant consultation obligations under the *Local Government Act 1999*, grants this Authorisation to authorise the Authorisation Holder to make alterations to a public road subject to the general and any special conditions stipulated below.

1. Alteration Works The Authorisation authorises the Authorisation Holder to undertake alterations to a public road as described in "**Type of Alteration**" above ('the **Alterations**"), subject to these general conditions and any special conditions that may be notified to the Authorisation Holder.

2. Authorisation Area The Authorisation applies only in relation to the portion of public road adjacent to the Land described in "**Site Location**" of the permit.

3. The Authorisation Holder Where the Authorisation Holder is two or more persons, the Authorisation Holder's liability and obligations hereunder shall be joint and several and the conditions of this Authorisation shall be construed accordingly.

4. Nature Of Authorisation This Authorisation does not take effect until:

- the Authorisation Holder has paid the Authorisation Fee stipulated (if any);
- a copy has been signed by the Council and issued to the Authorisation Holder; and
- the Authorisation Holder has provided the Council with a copy of the Authorisation Holder's certificate of insurance evidencing compliance with the Authorisation Holder's obligations under clause 7

For the avoidance of doubt, nothing in this Authorisation:

- confers any proprietary interest in or exclusive right to occupy the Road; or
- restricts the Council from accessing the Road at any time or operates to fetter the exercise by the Council of any other regulatory or other function or power.

This Authorisation is personal to the Authorisation Holder and is not transferrable.

The Council may vary the general and/or special conditions that attach to this Authorisation by notice in writing to the Authorisation Holder.

5. Term, Expiry & Renewals This Authorisation continues in force the period set out in "**Work Details"** above and expires on the earlier of the date:

- that the Authorisation Holder ceases to hold an insurance policy as required by General Condition; or
- that the Authorisation Holder, by notice in writing to the Council, surrenders this Authorisation.

In the event that this Authorisation is cancelled or surrendered prior to its expiration, there shall be no adjustment, reduction or refund by the Council of the fees paid by the Authorisation Holder in connection with the Authorisation.

There is no automatic right of renewal of this Authorisation. Upon expiration of this Authorisation the Authorisation Holder may make application for a new Authorisation, which may be granted at the Council's absolute discretion, subject to compliance with the public consultation requirements under the Act.

6. Indemnity & Release As a continuing obligation and except to the extent caused by the Council's negligence, the Authorisation Holder indemnifies and will keep indemnified the Council from and against all actions, costs, claims, damages, charges and expenses whatsoever that may be brought, made or claimed against or otherwise incurred by the Council arising out of or in connection with:

- a breach of this Authorisation by the Authorisation Holder;
- the Authorisation Holder's use and occupation of the Road; and/or
- the granting of this Authorisation by the Council.

The indemnity is in addition to any statutory immunity in favour of the Council, including under section 221(5) of the *Local Government Act 1999*.

The Authorisation Holder releases the Council and its employees, agents and contractors from all and any claims, demands, actions, suits, proceedings, losses and damages of any kind resulting from any loss, accident, damage, injury or death occurring as a result of the Alterations or the granting of this Authorisation except to the extent caused by the Council's negligence.

7. Public Liability Insurance The Authorisation Holder must take out and maintain during the term of the Authorisation a public liability insurance policy for a minimum amount of twenty million dollars ($20,000,000.00) per claim or any other amount as may be directed by the Council.

The policy will be in respect of injury, loss or damage occurring in connection with the Alterations and the Authorisation Holder's use of the Road and must note the Council's rights and interest as owner of the Road and the indemnities provided by the Authorisation Holder in favour of the Council.

8. Authorisation Holder's Obligations The Authorisation Holder must, at the Authorisation Holder's cost and expense in all things, comply with all applicable laws and all reasonable directions of the Council in relation to the Alterations and the Authorisation Holder's use of the Road.

Whilst in occupation of the Road, the Authorisation Holder must:

- take all reasonable measures to protect any utility services, adjacent properties, existing structures (including, as relevant, kerb, gutter, paving, manhole lid, irrigation system, drainage infrastructure) from damage;
- keep the Area reasonably free of rubbish;
- not create or cause any unreasonable nuisance or disturbance (as determined by the Council) either for the Council or for the occupiers of adjoining lands;

The Authorisation Holder must make good any damage that the Authorisation Holder causes to the Road or Council property in connection with the Alterations and/or the Authorisation Holder's use of the Road and, in the event the Authorisation Holder fails to do so, the Authorisation Holder is liable to pay the Council the costs of making good any such damage, which costs the Council may recover from the Authorisation Holder as a debt.

9. Ownership of Alterations The Alterations are the property of, and belong to the Authorisation Holder pursuant to Section 209 of the *Local Government Act 1999*.

10. Maintenance of Alterations The Authorisation Holder is solely responsible for the upkeep and maintenance of the Alterations and must keep the Alterations in good and substantial repair, order and condition at all times, safe and free from danger to persons on or using the Road.

If the Authorisation Holder desires to carry out maintenance or repairs in respect of the Alterations which will require interference with the free passage of traffic (pedestrian or vehicular) along the Road, then the Authorisation Holder must:

- not (except in the case of an emergency) commence such maintenance or repairs without the prior written approval of the Council; and
- undertake such repairs or maintenance in strict accordance with the approval of the Council and as expeditiously as is reasonably possible, with as little inconvenience as possible to persons and/or vehicles using the Road and without interference to public utilities which may be in or below the surface of the Road; and
- ensure that maintenance or repairs are carried out by competent and (where applicable) licensed and duly qualified contractors and workers; and
- upon being presented with an invoice from the Council, pay the Council's reasonable costs of reinstating any damage caused to the Road in undertaking the maintenance or repair works.

11. Cancellation The Council may cancel this Authorisation for any breach of these conditions pursuant to section 225 of the *Local Government Act 1999*, by giving not less than one month's notice in writing to the Authorisation Holder (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).

12. Consequences Of Cancellation or Expiration On the cancellation or expiration of the Authorisation or if the Authorisation is surrendered, the Authorisation Holder must, to the Council's satisfaction, reinstate the Road to at least the same condition the Road was in before the Alterations were made. This includes but is not limited to the Authorisation Holder removing all of the Alterations unless otherwise directed by the Council.

Reinstatement works must be undertaken within 28 days of the cancellation, expiration or surrender of the Authorisation.

The Authorisation Holder is responsible for repairing, at its own cost, any damage caused in removing the Alterations.

In the event the Authorisation Holder fails to comply with the Authorisation Holder's obligations under this General Condition 12, the Council may undertake the works required and recover the associated costs from the Authorisation Holder as a debt in a Court of competent jurisdiction.

13. Special Conditions The Authorisation Holder must comply with all special conditions contained (if any) which special conditions prevail in the extent of any inconsistency with the general conditions stipulated herein.