Authorisation to Alter and Use a Public Road / Footpath

Authorisation Permit

175 The Parade, Norwood SA 5067
PO BOX 204, Kent Town SA 5071

Telephone 8366 4555
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au
Socials /cityofnpsp @cityofnpsp

ABN 11 390 194 824

City of Norwood Payneham & St Peters

Authorisation under section 221 / Permit under 222 of the *Local Government Act 1999*.

Application Type: ……

Approved Authorisation No:

(Includes Hoarding, Skip Bins, Overhanging Signs etc)

SCHEDULE	
ITEM 1 Applicant *in this Authorisation called "the Authorisation Holder"*	Person who will own the structure on the road / footpath: Name: ABN *(if applicable)*: Trading as (i*f applicable)*: Postal address: Contact details: • Name: • Email: Phone: Invoice details (If different from above): • *Note: the Applicant must be a registered company, incorporated association or natural person, not a registered business name.*
Alteration / Structure	(skip bins, temporary fencing, signs, traffic bollards/cones, monitoring stations etc)
ITEM 2 Alteration *Please tick the appropriate box(es).*	Temporary Structures/Hoarding: ☐ place a skip bin on the road ☐ place a concrete pump or crane on the road ☐ erect a scaffold or temporary support on the road and/or footpath ☐ erect temporary fencing or structures on the road and/or footpath to protect a building site / work area Semi-Permanent Structures: ☐ erect a sign overhanging the footpath ☐ install a termite monitoring station in the road and/or footpath ☐ install a ground water monitoring well in the road and/or footpath ☐ install a planter box on the footpath Other ☐ please specify: and otherwise in accordance with the attached Plan(s).

Hoarding	(temporary closure of road / footpath)
ITEM 3 Hoarding	Will you require temporary closure of part of the Road or footpath? ☐ Yes ☐ No Work Area dimensions: ……..…. square metres as per the attached Plan(s).
Term	(period of time required to carry out works / maintain structure / for hoarding)
ITEM 4 Hoarding Term	Start Date: End Date: *Extension of Hoarding Term: if required, please complete the 'Hoarding Extension Form', which is subject to Council approval.*
ITEM 5 Semi-Permanent Structure Term	A term of five (5) years commencing on the date this Authorisation is granted (Commencement Date), subject to clause 2.13. *Note: a maximum term of five (5) years will automatically be granted for overhanging signs, monitoring stations and planter boxes.*
Other Information	
ITEM 6 Road	Identify the public road(s) and/or footpath(s) where the proposed works will be carried out. Road name: Adjacent premises (street address): and as shown in the attached Plan(s).
ITEM 7 Fee (GST not applicable) *Office use only*	Public Space Occupancy ☐ Public Space Occupancy (Application Fee): $40.00 ☐ Public Space Occupancy (Hoarding Fee): $4.00 per square metre, per week or part-week ☐ Skip Bin Fee: $76.50 per week or part-week *Note: payment of the Application Fee is required upon Application, an invoice will be issued for the Hoarding Fee or Skip Bin Fee (as applicable).*
ITEM 8 Public Liability Insurance	Twenty Million Dollars ($20,000,000.00)

Please note: all Applications are subject to the Authorisation Conditions provided on the Council's website and attached to this Authorisation once approved.

Please attach the following documents to your Application:

☐ **Plan/s for Alteration** *(only for skip bins / signs / monitoring stations / planter boxes)*

☐ **Site Plan / Work Area Plan** *(all applications)*

(provide clear images and/or plans showing your proposed work zone, footpath and road dimensions, the location of any structures (eg scaffolding, fencing, skip bin etc) and any parking controls / signage in place)

☐ **Traffic Management Plan** *(only major Hoardings – partial or full road / footpath closure)*

☐ **Public Liability Insurance Certificate of Currency** *(all applications)*

- **owner of structure; and**
- **contractor**

Site Plan

You may wish to provide a sketch of the Site showing the:

- location, width and length of any Alteration / Structure
- location of any driveways or property access points
- total width of the roadway
- any parking controls in place at the location etc

N

The above Plan is only provided as a guide, and the Council reserves the right to require a formal Site Plan / Work Area Plan and Traffic Management Plan with this Application.

Additional Information

- The Council may undertake, or you may be required to undertake at your cost, a Dilapidation Report recording the state of the Road and any improvements before commencement of works.

- Where an Alteration will be left on the Road surface overnight (eg temporary fencing, scaffolding, pumps, cranes, skip bins), bunting and flashing lights or reflective chevrons must be placed at each end of the Alteration so it is clearly visible to vehicles and pedestrians at all times.

- The Council may attach Special Conditions to this Authorisation as required.

Please note: if you plan to carry out roadworks on or intersecting one of the public roads below, you must obtain permission from the Department for Infrastructure and Transport (DIT) before submitting this Application.

Dequetteville Terrace, Flinders Street, Fullarton Road, Glynburn Road, Hackney Road, Kensington Road, Lower North East Road, Lower Portrush Road, Magill Road, Nelson Street, North Terrace, O G Road, Payneham Road, Portrush Road, Rundle Street, Stephens Terrace and The Parade.

For further information, please contact the following:

- Website: https://www.sa.gov.au/topics/driving-and-transport/industry-services/getting-permission-to-carry-out-roadworks
- Call: Traffic Management Centre Roadworks team on 1800 434 058
- Email: DPTI.roadworks@sa.gov.au

PAYMENT METHODS

IN PERSON

Payment may be made in person to the cashier at you nearest Customer Service Centre.

Norwood Town Hall
175 The Parade, Norwood
Payneham Library
2 Turner Street, Felixstow
St Peters Library
101 Payneham Road, St Peters

BY MAIL

CHEQUE: Make Cheques payable to 'City of Norwood Payneham & St Peters' and cross 'Not Negotiable'. Avoid pinning or stapling Cheques. Post-dated cheques will not be accepted.

BY PHONE

CREDIT CARD: Please phone Citizen Service on 8366 4555 to make payment.

Applicants Name: ……

Signed by Applicant ……

Date: ……

This Authorisatin is granted pursuant to and by force of Section 221 and if applicable Section 222 of the Act by **THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM & ST PETERS** and uder section 44(1) of the Local government Act 1999 (SA) under delegated authority:

Name:

Title:

Date:

Signed for the Council:

COUNCIL OFFICE USE ONLY

Authorisation No:

Attachments: *(tick those attached to the Application)*

- ☐ Plan/s
- ☐ Work Area Plan
- ☐ Traffic Management Plan
- ☐ Public Liability Insurance – Certificate of Currency
- ☐ Special Conditions

Fee:

- ☐ Alteration –
- ☐ Hoarding - $..... *(invoice to be issued)*
- ☐ Skip Bin - $..... *(payment upon application)* – **Receipt no** …….

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(Includes Hoarding, Skip Bins, Overhanging Signs etc)

Conditions

BETWEEN The Corporation of the City of Norwood Payneham and St Peters of 175 The Parade Norwood SA 5067 (**Council**)

AND

The **Authorisation Holder** as described in Item 1 of the Schedule.

TERMS

1. **DEFINITIONS**

1.1 **Definitions**

In this Authorisation, except where contrary to context:

Act means the Local Government Act 1999;

Alteration means the alteration(s) to the Road described in Item 2;

Authorisation Holder means the party described in Item 1 and where the context permits includes employees, contractors, agents, authorised representatives and other invitees;

Application means the application made by the Applicant for the granting of the Authorisation;

Authorisation means this authorisation granted by the Council to the Authorisation Holder for the Alteration by force of Section 221, and where clause 2.2.2 applies, a permit granted by Council pursuant to Section 222 of the Act;

Commencement Date means the date stated in Item 5.

Council means the party described as the "Council" in this Authorisation and where the context permits includes its members, employees, contractors, agents, authorised representative and other invitees;

Fee means the fee described in Item 7;

Hoarding means a temporary structure placed on the City's land (footway/roadway) that separates a workplace from the public place and may also provide an overhead protective barrier to protect the public place from objects that may fall from a work area.

Hoarding End Date means the date described in Item 4 of such other date as the Council notifies the Authorisation holder.

Hoarding Start Date means the date described in Item 4 or such other date as the Council notifies the Authorisation Holder.

Hoarding Term means the period commencing on the Hoarding Start Date and expiring on the Hoarding End Date;

Legislation includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law, including any by-laws issued by any local government body or authority;

Plans means the plans (if any) attached to this Authorisation including as subsequently approved or amended and approved by the Council;

Road means that portion of public road described in Item 6, and that portion of the Road described in Item 3 (where this differs), and where relevant includes the Alteration and any Structure;

Semi-Permanent Structure Term means a term of five (5) years commencing on the Commencement Date, as set out in Item 5.

Special Conditions means the Special Conditions (if any) attached to this Permit.

Structure means any structure, fixture, fitting or property erected and/or installed in, on, across, under or over the Road (and includes any tree or vegetation planted on the Road) forming part of the Alteration as permitted and authorised by this Authorisation in accordance with the Plans;

Term means (without limiting clause 2.2) the term of this Authorisation commencing on the Hoarding Start Date or the Commencement Date (whichever is earlier) and expiring on the Hoarding End Date or upon expiry of the Semi-Permanent Structure Term (whichever is later), and includes any period during which the Authorisation Holder holds over or remains in occupation of the Road.

2. GRANT OF AUTHORISATION AND PERMIT

2.1 Condition precedent

2.1.1 This clause 2.1 only applies to this Authorisation if section 223 of the Act applies to any alteration or use contemplated by this Authorisation.

2.1.2 This Authorisation, is subject to and conditional upon the Council fully complying with its public consultation policy and the Council subsequently deciding to grant this Authorisation.

2.1.3 Council will notify the Authorisation Holder upon completion of consultation in accordance with its public consultation policy whether Council grants or refuses to grant this Authorisation.

2.1.4 If Council gives notice that it refuses to grant this Authorisation, this Authorisation automatically terminates on and from the date notice is given.

2.1.5 The Authorisation Holder acknowledges that it is not permitted to make any alteration including the Alteration or use the Road for any purpose contemplated by this Authorisation until the condition precedent in clause 2.1.2 is complied with.

2.1.6 If Council may terminate this Authorisation by giving notice to the Authorisation Holder at any time if, for any reason, its public consultation policy cannot be complied with.

2.2 Grant of rights

2.2.1 The Council authorises the Authorisation Holder, pursuant to and by force of section 221 of the Act and subject to this Authorisation to make or cause to be made the whole or any part of the Alteration and/or maintain the Alteration or the Structure as follows:

2.2.1.1 any semi-permanent Alteration or Structure may be made and maintained for the Term;

2.2.1.2 any temporary Alteration or Structure may be made and maintained only for the Hoarding Term and must be removed and the Road made good in accordance with the make good and repair conditions of this Authorisation prior to expiry of the Hoarding Term.

2.2.2 To the extent that any use of the Road permitted by this Authorisation requires a permit under section 222 of the Act, the Council hereby grants a permit pursuant to section 222 of the Act to use the relevant portion of the Road for such use for:

2.2.2.1 the Term; or

2.2.2.2 if the Term is in excess of five years, then five years from the date of commencement of the Term.

2.2.3 The terms and conditions of this Authorisation will apply equally to the permit granted pursuant to clause 2.2.2 subject to necessary variations.

2.3 **Fee**

The Authorisation Holder must pay to the Council the Fee (if any) set out in Item 7 in the manner and at the times directed by council acting reasonably, and:

2.3.1 in the case of a Hoarding Fee (if any), upon receipt of an invoice from the Council within the time period specified therein, and in any case, not more than thirty (30) days from the Hoarding Start Date; and

2.3.2 in the case of a Skip Bin Fee (if any), upon application to the Council.

2.4 **Permits, Certificates, Licences, Authorisations**

2.4.1 The Authorisation Holder must provide to the Council, prior to undertaking the Alteration, a copy of all permits, certificates and any other authorisations which may be required by the Council or some other governmental, civic, or municipal authority or otherwise to undertake the Alteration.

2.4.2 To avoid doubt, the grant of this Authorisation does not fetter or limit any other discretion, right or power the Council may have as an authority in connection with this Authorisation including under the *Planning, Development and Infrastructure Act 2016 (SA)*

2.5 **Alteration**

The Authorisation Holder must:

2.5.1.1 ensure that the Alteration is carried out, maintained and removed in accordance with:

(i) the Plans, subject to any variations, amendments or alterations to the Plans required by the Council;

(ii) any development authorisation obtained by the Authorisation Holder in connection with the Alteration under the *Planning, Development and Infrastructure Act 2016* (SA)

(iii) in accordance with all relevant Australian Standards and construction or public health industry standards;

(iv) with the exercise of reasonable skill, care and diligence;

(v) having first obtained (where required) and in compliance with any approval, consent, certificate, permit or licence from any statutory authority (including the Council) or utility suppliers;

(vi) the provisions of the Authorisation; and

(vii) any other directions given or conditions imposed by the Council in connection with granting this Authorisation.

2.5.1.2 If requested by the Council the Authorisation Holder must provide to the Council at its own cost and expense within seven (7) days of the Council having requested the same from the Authorisation Holder, a certificate from a geotechnical engineer certifying that the Alteration (and the Structure, if any) has been undertaken (including having been erected or installed) in compliance with the Plans, all relevant statutory requirements and all applicable building regulations and standards and if no regulations or standards are applicable, then in a safe manner.

2.5.2 The Authorisation Holder must not undertake or permit any alteration to the Road or any Structure other than in accordance with the Authorisation.

2.6 **Maintenance and Repair**

2.6.1 The Authorisation Holder must, at its own cost and expense maintain the Alteration (including any Structure in, on, across, under or over the Road) and keep the Alteration in good, safe and proper repair and condition to the Council's satisfaction.

2.6.2 Where the Authorisation Holder undertakes maintenance work to the Alteration or the Structure, the Authorisation Holder must during the period in which the works are being carried out, install and erect such warning signs and devices and appropriate barriers to protect the public from injury or damage, and as are required by Council, including but not limited to installing lighting and fencing on the Road in the immediate vicinity of the Alteration.

2.7 **Inspection of Alteration**

2.7.1 The Authorisation Holder irrevocably authorises the Council at any time to inspect the Alteration and the Authorisation Holder must comply with all requests of the Council in relation to the Alteration or the Road (including the Authorisation Holder's use of the Road under the Authorisation and requests by the Council to maintain or repair the Alteration or Road as required under this Authorisation).

2.8 **Visibility of Alteration when Remaining on Road Overnight**

Where an Alteration is to remain erected or placed on the Road surface overnight (including, without limitation, temporary fencing or structures, scaffolding, pumps and cranes, and skip bins), the Authorisation Holder must ensure that bunting and flashing lights or reflective chevrons are placed at each end of the Alteration at all times so that the Alteration is clearly visible to vehicles and pedestrians.

2.9 **Dilapidation Report**

If required by the Council, and at least five (5) days prior to commencement of the Term and within five (5) days of the expiry of the Term, the Authorisation Holder will provide to the Council a satisfactory dilapidation report which records the state of the Road and any improvements thereon.

2.10 **Insurance**

2.10.1 **Authorisation Holder Must Insure**

The Authorisation Holder must keep current at all times during the Term, and must ensure any of its contractors making the whole or any part of any Alteration or carrying out any works in connection with any Structure, also keep current:

2.10.1.1 public risk insurance for at least the amount in Item 8 (or any other amount the Council reasonably requires) for each claim; and

2.10.1.2 other insurances required by Legislation or which the Council reasonably requires.

2.10.2 **Requirements for Policies**

Each policy the Authorisation Holder takes out under this clause 2.10 must:

2.10.2.1 be with an insurer and on terms approved by the Council;

2.10.2.2 be in the name of the Authorisation Holder and note the interest of the Council and any other person the Council requires;

2.10.2.3 cover events occurring during the policy's currency regardless of when claims are made; and

2.10.2.4 note that despite any similar policies of the Council, the Authorisation Holder's policies will be primary policies

2.10.3 **Evidence of Insurance**

2.10.3.1 The Authorisation Holder must give the Council certificates evidencing the currency of the policies the Authorisation Holder and any of its contractors have taken out under this clause 2.10. During the Term of the Authorisation, the Authorisation Holder and any of its contractors making the whole or any part of any Alteration, or carrying out any works in connection with any Structure, must keep each policy valid and enforceable at all times.

2.10.3.2 The Authorisation Holder must not carry out the Alteration until the Authorisation Holder has provided to the Council a copy of the public risk insurance policies specified in clause 2.10.1.

2.11 **Indemnity and Release**

2.11.1 The Authorisation Holder 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 the negligence or default of the Council.

2.11.2 Without limiting clause 2.11.1, the Authorisation Holder agrees that the Council is not responsible or liable in any way or to any 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 Authorisation Holder 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.

2.11.3 Each indemnity is independent from the Authorisation Holder's other obligations and continues during this Authorisation and after this Authorisation ends.

2.12 **Damage**

2.12.1 Without limiting clause 2.6, the Authorisation Holder when:

2.12.1.1 undertaking the Alteration;

2.12.1.2 maintaining the Alteration; and

2.12.1.3 removing the Alteration;

must 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 the Council), or 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.

2.12.2 If the Authorisation Holder causes any damage:

2.12.2.1 described in clause 2.12.1; or

2.12.2.2 to the Road or any part of the Road, or any part of the Council's land or property,

the Authorisation Holder 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.

2.12.3 If the Authorisation Holder fails to promptly rectify and repair any such damage pursuant to clause 2.12.2, 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 Authorisation Holder and the Council shall be entitled to recover from the Authorisation Holder as a liquidated debt any costs incurred in doing so.

2.13 **Break Clause**

Notwithstanding the Term or the Hoarding Term, the Authorisation Holder acknowledges and agrees that the Council may terminate this Authorisation by giving not less than fourteen (14) days written notice to the Authorisation Holder if the Council requires that this Authorisation is terminated for any reason in the Council's discretion including in connection with any proposal to do works to the Road.

3. RIGHTS AND OBLIGATIONS ON EXPIRY AND BREACH

3.1 Termination of Authorisation

The Authorisation will immediately cancel on the earlier of the expiration of the Term or the termination of the Authorisation by the Council as permitted under this Authorisation.

3.2 Handover of Road

3.2.1 Upon the expiration or earlier termination of the Authorisation the Authorisation Holder must at its own cost and expense remove the Alteration and return the Road to its condition prior to the Alteration having been made to the satisfaction of the Council and in accordance with all directions and requirements of the Council, including but not limited to removing the Structure (if any) and repairing any damage caused to the Road and areas in the vicinity of the Road in removing the Structure and the Alteration.

3.2.2 If the Authorisation Holder fails to carry out the works required under clause 3.2.1, the Council may without notice undertake the work required itself and may recover any cost or expense incurred in connection with such works from the Authorisation Holder as a liquidated debt.

3.3 Extension of Hoarding Term

The Authorisation Holder may, at least seven (7) days prior to the expiration of the Hoarding Term (if applicable), apply in writing to the Council for an extension of the Hoarding Term (**Extended Hoarding Term**), and provided that:

3.3.1 the Authorisation Holder has not been in breach of any provision of the Authorisation at any time prior to the application for extension; and

3.3.2 the Council agrees to the request for the Extended Hoarding Term,

the Council agrees to grant the Extended Hoarding Term to the Authorisation Holder on the same terms and conditions as this Authorisation, excluding this clause 3.3.

3.4 Council's Rights on Breach

3.4.1.1 If the Authorisation Holder is at any time in breach of any of its obligations under this Authorisation, the Council and anybody authorised by the Council for that purpose may:

(i) cancel this Authorisation in accordance with section 225 of the Act;

(ii) at any time thereafter come onto the Road without notice and do all things necessary to remedy that breach, and the Authorisation Holder will be liable to pay or reimburse the Council for all costs and expenses incurred in that regard which the Council may recover from the Authorisation Holder as a debt.

3.4.1.2 The Authorisation Holder must immediately notify the Council if it breaches any provision of this Authorisation.

4. GENERAL

4.1 Ownership Of Structure

The Alteration and the Structure (if any) remain the property of the Authorisation Holder for the Term.

4.2 Abandoned Goods

If the Authorisation Holder leaves any goods or equipment on the Road for a period of fourteen (14) days, except where authorised under this Authorisation, such goods will vest in the Council and the Council will be entitled to deal with and dispose of those goods at its discretion.

4.3 Execution of Authorisation

The Authorisation is not effective until the Authorisation Holder has received a copy of this Authorisation signed by the Council.

4.4 Authorisation Not Transferable

4.4.1 This Authorisation is not transferable.

4.4.2 The Authorisation Holder must, before entering into any binding contract or arrangement to sell, transfer, lease, or licence any property which relates to, benefits from or forms part of the Alteration (whether land or personal property and including the Alteration), give written notice to the Council that it intends to enter into such Contract or arrangement.

4.5 Contractual Rights Only

The rights conferred by this Authorisation are conferred by force of the Act. This Authorisation does not confer on the Authorisation Holder any exclusive right, entitlement or proprietorial interest in the Road.

4.6 Special Conditions

The Authorisation Holder acknowledges and agrees that the Special Conditions (if any) form part of this Authorisation and bind the Authorisation Holder, and to the extent there is any inconsistency between the Special Conditions and any other term of this Authorisation, the Special Conditions shall prevail.

4.7 Entire Authorisation

The Council and the Authorisation Holder acknowledge and agree that this Authorisation contains and represents the entire agreement reached between them with regard to the Road and that no promises, representations or undertakings, other than those contained in this Authorisation, were made or given or relied upon.

4.8 Waiver

4.8.1 Council can only waive any rights it has under this Authorisation expressly or accept any breach by written notice to the Authorisation Holder. No other conduct by Council will be deemed to constitute a waiver or acceptance.

4.8.2 If the Council waives any rights or accepts any breach by the Authorisation Holder, that waiver or acceptance cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this Authorisation.

4.9 Notice

4.9.1 A notice given under this Authorisation must be in writing and may be given by post, by email, or by delivery:

4.9.1.1 to the Council at:

(i) its office;

(ii) the address or email address of the Council appearing in this Authorisation; or

(iii) any other address or email address of which written notification has been given;

4.9.1.2 to the Authorisation Holder at:

(i) its address or email address appearing in this Authorisation; or

(ii) any other address or email address of which written notification has been given.

4.9.2 Where more than one person comprises a party, notice to one of those persons is effective notice to all of those persons and to that party.

4.9.3 Posted notices will be taken to have been received 2 Business Days after posting with postage prepaid.

4.9.4 Notices delivered by hand will be taken to have been received when delivered.

4.9.5 Notices sent by email will be taken to have been received 4 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.

4.9.6 However notices delivered by hand after 5.00 p.m. will be taken to have been received at 9.00 a.m. on the next Business Day at the place where it is received.

4.9.7 Notices will be regarded as effective if signed for and on behalf of a party by its lawyers or, if the party is a corporation, by a director or duly authorised officer of the corporation.

4.10 **Severance**

If any part of this Authorisation is found to be void or unenforceable, then that part will be severed from this Authorisation and the remainder will continue to apply.