



Driveway Crossover

Terms and Conditions

1. Notations

- a. Driveway crossover is the continuation of your driveway from the allotment's front fence line to the street gutter;
- b. When cutting out a section of concrete structure, the new concrete to replace it should be tied into the adjacent existing concrete structure. It should be tied in by using steel dowel rods. Each rod should be 200mm long and be of 12mm diameter. The rods should be spaced 500mm apart. The rods to be drilled into the existing concrete and anchored in using epoxy;
- c. Question refers to the width measured along the allotment's front fence line. Single width driveways are usually 3 metres wide and double width being 6 metres wide. Exceptional approval is required for crossover widths exceeding 6 metres;
- d. The approval for an additional driveway crossover is conditional that the Applicant needs to arrange for any existing disused driveway crossover(s) to be removed and replaced with matching footpath, verge, kerb and street gutter. All such work to be done to the satisfaction of the Council;
- e. Distance from an intersection to be measured from front face of the kerb;
- f. Crossover cannot be located closer than 500 mm to an existing side entry pit;
- g. The Applicant is responsible for location of any side entry pits, trees, all service pits, footpath, driveways and the like in front of the property and adjacent properties;
- h. The Applicant is responsible for seeking approval to relocate utility infrastructure. All associated costs to be borne by the Applicant;
- i. The Applicant agrees to indemnify the Council from and against all actions, costs, claims and damages arising in negligence that may be brought or claimed against the Council arising out of or in relation to this Permit;
- j. The Applicant is responsible for all repairs, damage or rectification work, to any footpath, road, service or other Council's property resulting from the issuing of this Permit. The Council may complete any repairs necessary and recover the cost from the Applicant;
- k. The Applicant (or their Contractor) shall arrange for insurance cover in the form of a Certificate of Currency. This Certificate shall state the City of Charles Sturt, the Contractor and the allotment owner as being interested parties. The Certificate shall show the date period of when the cover will apply. The Certificate shall provide a public risk insurance cover of a minimum sum of **Twenty Million Dollars (\$20,000,000.00)** to cover all actions, costs, claims, damages and expenses whatsoever which may be brought or made or claim against the Applicant in relation to the granting of this Permit;
- l. The Applicant shall not commence the activity until evidence of such public risk insurance policy is given to the Council. Such policy shall bear the endorsement of the Insurer indicating the Insurer accepts the indemnity given by the Applicant;
- m. It is advisable that the inspection be arranged prior to the Applicant finalising payment for the Work by contacting **Development & Permit Officer on 8408 1111**.

2.

- a. This Application Permit shall remain effective for twelve months from the date of submission. The approval of the crossover occupying Council land shall remain effective for the following 42 years, from the final inspection date of the works;
- b. The Applicant to contact Council 24 hours prior to the commencement of works. This is to allow related public enquiries about the works to be answered promptly and diligently;
- c. The Applicant shall be the allotment owner. Landowner is to be responsible for actions taken by their Builder or Contractor;

- d. This permit approval allows the landowner to install their crossover over public owned land. The Applicant shall become the Owner of the crossover from the date when the works commence. The ownership and maintenance responsibility of the crossover shall be with the landowner of the accessed allotment;
- e. The original Permit to be available on site if requested by a Council representative;
- f. This Permit will not be effective until the Applicant has received a copy of the Permit signed by the Council;
- g. Consideration needs to be given when location of the Works is within a residential area. The Environmental Protection Authority (EPA) manages the permissible hours that any noisy work activity is allowed to proceed within a built-up residential area;
- h. Removal of a Council street tree will usually only occur if: it's dead or dying, constitutes a serious safety hazard and/or presents a current serious traffic visibility problem that cannot be alleviated by pruning; and is an inappropriate species and constitutes a potential risk;
- i. The Council tree can be transplanted if it is immature and transplanting will not affect its health.

3. Legislation

The Applicant shall comply with all notices required by any Act of Parliament, ordinance, regulation or Council by-law relating to the use of the Permit. Wherever there is any cost involved in complying with the preceding requirement, the Applicant will be responsible for payment of those costs.

4. Services

The works shall not interfere with or cause damage to or affect in any way any wire, post, cable, pipe or other item that is the property of SAPN, Telstra, SA Water, United Water, Origin Energy or other government department or authority or other infrastructure owner. The provisions that might apply in case of damage, injury, accident or interference to property under the control of service authorities for the supply of electricity, gas, telephone, water and sewerage shall be adhered to.

5. Safety Measures

The Applicant to take all safety and protective measures and to do all things necessary to prevent accidents or injury to persons, or damage to private property and public infrastructure. The Applicant shall monitor and ensure, to the satisfaction of the Council, that the area is adequately lit at night and that all appropriate barriers, barricades, signage and warning devices are installed to protect the public. If work equipment of personnel encroach onto road pavement, the Applicant must ensure that provisions of AS1742 are adhered to.

6. Public Risk Insurance

The Applicant shall take out and keep current (throughout the duration of the Permit) a public risk insurance policy insuring for the minimum sum of **Twenty Million Dollars (\$20,000,000.00)** to cover all actions, costs, claims, damages and expenses whatsoever which may be brought or made or claim against the Applicant in relation to the granting of this permit.

7. Revocation

The Council may revoke the permit if the Applicant fails to comply with a condition of this permit. This revocation will be without payment of compensation. Any reasonable costs incurred by the Council as a result of the Applicant's failure to comply with the permit will be recovered from the Applicant.

8. Maintenance and Repair

The Applicant shall periodically monitor the constructed crossover. If the crossover structurally fails to the extent that it poses a hazard to the Public, then it will be the Applicant's responsibility and cost to promptly repair or replace the damaged section. The Council may at any time inspect the Works and the Applicant shall comply with all reasonable requirements of the Council in relation to the maintenance and repair of the crossover. If the Applicant does not adequately repair and maintain the crossover, the Council may carry out any such repair and maintenance and will be entitled to recover its costs from the Applicant.

9. Notification of Change

The Applicant must take all precautions to avoid damage to any nearby public infrastructure. The Applicant must immediately notify the Council of any such damage. The Applicant will be responsible to reimburse the Council for its cost to repair or rectify any such damage.

10. Contractual Rights Only

The Council does not confer on the Applicant any exclusive right, entitlement or interest in the public road reserve.

11. Tree Protection Provisions

To minimise the impact of the proposed work on existing street trees and other road side vegetation, the following provisions must be carried out:

- A Work Exclusion Zone around each street tree (*or other significant roadside vegetation*) be identified and provided, as advised by the Council;
- The Applicant to arrange for Council's Arboriculture Officer be onsite to supervise all excavation works around existing trees / vegetation if the species are deemed significant or the proposed works are deemed to be possibly tree damaging;
- No machinery or vehicle to enter the Works Exclusion Zone without Council's consent;
- No fuel or chemicals shall be allowed in or stored within the Work Exclusion Zone. The servicing and refuelling of equipment should be carried out away from this root zone;
- No storage of material or equipment shall occur in the Work Exclusion Zone;
- Nothing should be attached to any tree including temporary services wire, nails or other fixing device;
- Only Council staff must carry out any required pruning.