



Rubble Pits Policy and Procedure

Policy identification:	
Policy type:	Council
Summary:	The policy provides guidelines for establishing agreements between Council and landowners for establishing agreements to obtain rubble.
Record number:	14.63.1
Date of adoption or approval:	15 June 2018
Next review date:	June 2019
Authorised by:	Council
Responsible department:	Infrastructure Department
Responsible officer:	Director Infrastructure Services
Review officer	Road Construction and Capital Projects Co-ordinator
Consultation required:	
Relevant references:	
Delegations:	Delegation to Responsible Officer to execute the Consent Form in accordance with the policy.
Legislation	Local Government Act 1999
Related policies	
Related procedures	
Related documents	Rubble Pit - Consent to Enter and Occupy Land Form Rubble Pit - Recipient Created Tax Invoice (RCTI) Agreement Rubble Pit – Supplier Not Registered for GST Agreement Rubble Pit - Letter of Notification to Enter Property

1. Policy statement

The District Council of Loxton Waikerie has a requirement to obtain rubble for road construction and maintenance works.

The policy applies to operational rubble pits being pits that have the capacity to produce rubble and are not constrained by Native Vegetation restrictions or other constraints that would prevent timely access to the rubble source.

2. Strategic reference

Our environment: strategy 3.1.1; Maintain and improve our road network, footpaths, car parks and tracks in accordance with our Asset Management Plans.

3. Principles

This policy has been developed to meet Council's core values. Our core values are the principles, attributes and qualities we hold as important that we will display in the way we go about our business.

Core Values

We are
GENUINE

Adhering to moral and ethical principles, being honest, accountable, trustworthy and authentic.

We will
LISTEN

Communicating as well as engaging the community in an open, honest and constructive manner at all times.

We are
CARING

Showing respect, compassion and empathy and being supportive of each other and our community.

We will be
INNOVATIVE

Seeking out and making use of new ideas and opportunities, showing initiative and being progressive, proactive and creative.

We are
UNITED

Working as a team in an inclusive, co-ordinated and collaborative manner to achieve our common goals.

We will aim for
EXCELLENCE

Consistently delivering quality service outcomes and endeavouring to be a high performance organisation.



4. Policy objectives

The objectives of this policy are to:

- Reduce the net cost of road making activities to residents and rate payers by obtaining road making materials as close as possible to the road work site.
- Ensure that the process of sourcing road making material is undertaken in compliance with the Local Government Act 1999, and in a manner designed to reach amicable outcomes for both Council and the land owner.

Pursuant to Section 294 of the Local Government Act 1999, Council has the power to enter and occupy land in connection with road maintenance or road construction to:

- Obtain earth, minerals or timber from land;
- Deposit soil on land;
- Construct temporary roads and structure on land;
- Deposit or store materials on land;
- Carry out any other incidental activity on land.

This policy aims to set out guidelines and objectives for establishing agreements between Council and landowners for the purpose of obtaining rubble and the way in which the material pit will be managed.

5. Policy and procedure

This section outlines the steps involved in order to obtain access to rubble.

5.1 Consent Form

The *Rubble Pit - Consent to Enter and Occupy Land* (the Consent Form) to enter and occupy land for the purpose of obtaining rubble outlines the legislative requirements of Section 294 of the Local Government Act 1999.

These issues include:

- Expected period of occupation
- Payment amounts covering material compensation etc.
- Reinstatement requirements
- Fencing requirements (if any)
- Land (Parcel) description

5.2 Process

Council officers will be required to obtain written agreements via the the Consent Form with the land owner prior to accessing private property to ensure compliance with Section 294 of the Local Government Act 1999, and to provide clear understanding of Councils intentions.

All items on the Consent Form must be completed prior to occupation of the land.

5.3 Fees Payable

5.3.1. Material

The amount payable to the land owner shall be based on the amount of material extracted from the pit by Council. Fees payable to the land owner for the rubble extracted from their property will be paid to the landowner at a rate of 0.25c per tonne.

Any remaining rubble within the pit shall remain the property of Council, unless otherwise negotiated between the landowner and Council when the extraction of material is completed.

5.3.2. Rent

Rent will be either a once off payment based on Councils requirement for rubble and the expected life of the pit, or paid annually during the life of the pit.

The rental amount will be paid at \$150 per hectare.

5.4 Payment of Fees

All fees, unless otherwise negotiated at the time of consent, shall be paid within three (3) months of the completion of works and removal of rubble.

Council will issue the landowner with an *Agreement to Issue a Recipient Created Tax Invoice* in relation to material or rent. Once this has been completed and returned to the Council office, payment will be made via EFT. The Responsible Officers (refer to section 5 of the policy) must authorise the payment.

5.5 Fencing (and other infrastructure)

Any fencing or other infrastructure which lies on the direct route from the rubble pit to the nearest entry point to the road reserve and which is damaged by Council workers or its Contractors during the course of raising, loading or carting, shall be the responsibility of the Council.

Council's authorised person must identify this infrastructure and list on the consent form where it is recognised that infrastructure will be damaged.

5.6 Rehabilitation

Reinstatement is to be negotiated with the landowner at the time of the Consent to Enter and Occupy Land Form being signed.

Rehabilitation will include as a minimum:

- Overburden and excess stones pushed into pit;
- General levelling and battering of edges.

Rehabilitation aims to give the appearance of a more natural depression in the ground. No revegetation of pits will be undertaken by Council other than the natural revegetation that is likely to occur.

Rehabilitation will occur as soon as practicable upon closure of the pit within an agreed timeframe, this time frame is to be noted on the Consent to Enter and Occupy Form.

5.7 Refusal of access

Should a property owner refuse to provide access to their property, the Responsible Officers shall make all reasonable attempts to establish an alternative supply within a reasonable vicinity of the proposed works.

If no supply of rubble is found within a reasonable vicinity of the proposed works, such works may be required to be rescheduled. This shall be at the discretion of the Road Construction and Capital Projects Coordinator and a report shall be presented to Council outlining any possible alternatives.

Council in accordance with Section 294 of the Local Government Act 1999 may elect to utilise its powers under this section to enter the land, this right will be exercised only at the direction of Council.

6. Responsible Officers

The Council hereby delegates the following staff to execute the Consent Form in accordance with this policy:

- Chief Executive Officer
- Director Infrastructure Services
- Coordinator Capital Projects and Roads – Infrastructure Services

In absence of the above mentioned officers, the delegation shall extend to any person appointed to act in that position.

7. Reference to other documents and forms

- Rubble Pits - Consent to Enter and Occupy Land Form
- Rubble Pits - Agreement to Issue a Recipient Created Tax Invoice
- Rubble Pits – Supplier Not Registered for GST Agreement
- Rubble Pits - Letter of Notification to Enter property

8. Availability

This policy will be available for inspection at the Council offices in Loxton or Waikerie during ordinary business hours at no charge.

Copies of this policy will also be available from Councils website: www.loxtonwaikerie.sa.gov.au or postal copies may be obtained from the Council Office free of charge.

9. Document history and version control

Date	Version	Authorisation - Council/ Committee/ Management Team	Senior	Amendment Details
15/06/2018	1.0	Council at the meeting of 15 June 2018		First version



District Council of Loxton Waikerie

Principal Office **29 East Terrace, Loxton SA** • Postal Address **Box 409, Loxton SA 5333**
Branch Office: **Strangman Road, Waikerie SA 5330**

Our ref:

{insert date}

Name
Address
Suburb and postcode

Dear {enter name},

Re – Notification of intention to access your land to raise, crush and cart rubble

I am writing to you to advise that council wishes to enter your land to access rubble for road construction works in your area.

Pursuant to Section 294 of the Local Government Act 1999 Council has the power to enter and occupy land in connection with road maintenance or road construction to:

- Obtain earth, minerals or timber from land;
- Deposit soil on land;
- Construct temporary roads and structures on land;
- Deposit or store materials on land; and
- Carry out any other incidental activity on land.

The land we wish to access is {insert location}.

We wish to access this site as soon as possible between the dates of {insert dates}.

Compensation for material taken is as per previously discussed and agreed upon, within the *Rubble Pit – Consent to Enter and Occupy Form*, at a rate of \$0.25 cents per tonne.

During operations at this site if you have any issues or concerns please don't hesitate to contact me on 0418 841 974.

Kind regards

{Enter name}
Coordinator Capital Projects and Roads –
Infrastructure Services



DISTRICT COUNCIL OF LOXTON WAIKERIE

Principal Office: 29 East Terrace, Loxton
Telephone (08) 8584 8000 Fax: (08) 8584 6622
Branch Office: Strangman Road, Waikerie
Telephone (08) 8541 0700 Fax: (08) 8541 3777
Email: council@loxtonwaikerie.sa.gov.au

Rubble Pit - Consent to Enter and Occupy

Owner/occupier of land

Name:
Phone:
Property Address:
Postal Address:

The Council

District Council of Loxton Waikerie, 29 East Terrace, Loxton, SA 5333

Term of use

Date from:To:

Payment

Rental Per Annum GST Exclusive (Exclusive use only)	Extractive Royalty rate GST Exclusive	Area Occupied
\$150.00/ha	\$0.25/tonne	/ha

Improvements

Fencing Yes / No
Access/Driveway Yes / No
Gate Yes / No

Are there any other improvements or infrastructure which lies on the direct route to the pit that Council should be aware of?

.....
.....
.....
.....

Rehabilitation

Rehabilitation will include as a minimum:

- Overburden and excess stones pushed into pit;
- General levelling and battering of edges.



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Rehabilitation aims to give the appearance of a more natural depression in the ground. No revegetation of pits will be undertaken by Council other than the natural revegetation that is likely to occur.

Rehabilitation will occur as soon as practicable upon closure of the pit within an agreed time frame. Please note the date that has been agreed upon:-

_____/_____/_____

Comments (land owner to complete):

.....
.....
.....
.....

Location of pit

Parcel Description: Hundred:

In the Locality of

Road Name:

Site map



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Extract from Section 294 of the Local Government Act 1999:

- 2) *The council is, except in relation to an owner or occupier of the land, liable for any nuisance or damage caused while in occupation of land under this section.*
- 3) *The council must pay to the owner or occupier of the land-*
 - a) *rent on a quarterly or half-yearly basis, at a rate to be determined by agreement between the council and the owner or occupier or, in default of agreement, by the Land and Valuation Court; and*
 - b) *within one month after occupying the land-reasonable compensation for damage caused to any crops on the land; and*
 - c) *within six months of ceasing to occupy the land-reasonable compensation for any other loss or damage caused by the council, including the full value of any earth, minerals or resources taken from the land.*
- 5) *The council must, at the request of an owner or occupier of the land, erect a fence of reasonable quality and design between the land and adjoining land.*
- 6) *A council is not authorised under this section to enter or occupy-*
 - a) *land that is within 450 metres of the curtilage of a house; or*
 - b) *a garden or a park; or*
 - c) *a quarry, brickfield or other similar place from which materials are commonly obtained for commercial purposes; or*
 - d) *land where a permit, claim, lease, licence, tenement or private mine exists under the Mining Act 1971 or the Opal Mining Act 1995.*
- 7) *A council does not require a mining tenement or other authorisation under the Mining Act 1971 with respect to the exercise of powers under this section.*
- 8) *In this section-*
"minerals" include stone, gravel, clay and sand.



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The parties listed on this Consent Form acknowledge that they understand the conditions of entry and occupation by the Council and such consent will not be varied unless requested and agreed to in writing.

Signed for and on behalf of the District Council of Loxton Waikerie by:

.....

Name

.....

Position

.....

Signature

Signed for and on behalf of the Owner/Occupier by:

.....

Name

.....

Signature



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Rubble Pit - Recipient Created Tax Invoice (RCTI) Agreement

..... ('the supplier') with ABN.....

and the District Council of Loxton Waikerie ('the recipient') with ABN 42 047 987 821 both agree that in respect of supply of rubble ('the supplies') made by the supplier to the recipient:

- The recipient can issue tax invoices in respect of the supplies;
- The supplier will not issue a tax invoice in respect of the supplies;
- The supplier acknowledges that it is registered for GST when it enters into this agreement and that it will notify the recipient if it ceases to be registered;
- The recipient acknowledges that it is registered for GST when it enters into this agreement and that it will notify the supplier if it ceases to be registered or if it ceases to satisfy and of the requirements of the determination; and
- The recipient will not issue a document that would otherwise be an RCTI, on or after the date when the recipient or the supplier has failed to comply with any of the requirements of the determination.

Signed for and on behalf of the **'the Supplier'**

Name:..... Signature:.....

Date:

Bank details

BSB:

Account number:.....

Account name:

Signed for and on behalf of the District Council of Loxton Waikerie (**'the recipient'**):

Name:..... Signature:.....

Title: Date:



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Rubble Pit – Supplier Not Registered for GST Agreement

..... ('the supplier') with ABN.....

and the District Council of Loxton Waikerie ('the recipient') with ABN 42 047 987 821 both agree that in respect of supply of rubble ('the supplies') made by the supplier to the recipient:

- The supplier acknowledges that it is not registered for GST when entering into this agreement and that it is not required to be registered and it will notify the recipient if it becomes registered or is required to be registered;
- The recipient can issue invoices in respect of the supplies; and
- The supplier will not issue an invoice in respect of the supplies

Signed for and on behalf of the **'the Supplier'**

Name:..... Signature:.....

Date:

Signed for and on behalf of the District Council of Loxton Waikerie (**'the recipient'**):

Name:..... Signature:.....

Title: Date: