District Council of
Loxton Waikerie

RUBBLE PITS POLICY AND PROCEDURE

Responsible Officer/s	Director Infrastructure Services
Relevant Legislation / Documents	Local Government Act 1999
Adopted	15 June 2018
Reviewed	13 September 2024
Next Review	September 2028 – Every 4 years

A. Purpose

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.

B. Objective

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.

C. Policy

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

2. Process

Council will obtain written agreements via 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.

3. Fees Payable

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 0.50c 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.

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.

4. Payment of Fees

All fees, unless otherwise negotiated at the time of consent, will be paid after the 6 monthly royalty returns have been lodged with Energy and Mining.

Council will issue the landowner with an Agreement to Issue a Recipient Created Tax Invoice in relation to material and/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 8 of the policy) must authorise the payment.

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.

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 From.

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.

8. 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
- Road Construction and Capital Projects

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

9. 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

D. Availability

This Policy will be available for inspection at the Council Offices at 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.

This policy will be available in Council's Electronic Document Management System (Content Manager).

E. Document history and version control

Date	Version	Authorisation	Amendment Details
15/06/2018	1	Council at the meeting of 15 June 2018	First version
15/11/2023	1.1	Council meeting 15 November 2023	Formatting, updating titles Updating payment time frame
13/09/2024	1.2	Asset Management Committee meeting 13 September 2024	Update to section 3 fees payable.

District Council of
Loxton Waikerie

Reference: XX/XXXX

{Insert Date}

Individual / Company name
Attention:
Postal Address
Town SA Postcode

Dear {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 $0.50 cents per tonne.

During operations at this site if you have any issues or concerns please don't hesitate to contact Council on 8584 8000.

Kind regards,

Domenic Perre
Coordinator Capital Projects and Roads – Infrastructure Services

District Council of
Loxton Waikerie

RUBBLE PIT – CONSENT TO ENTER AND OCCUPY

SECTION 1 – OWNER/OCCUPIER OF LAND	
Name	
Contact Number	
Property Address	
Postal Address	

SECTION 2 – THE COUNCIL	
Name	District Council of Loxton Waikerie
Contact Number	08 8584 8000
Property Address	35 Bookpurnong Terrace, Loxton SA 5333 (principle office)
Postal Address	PO Box 409, Loxton SA 5333

SECTION 3 – TERMS OF USE	
Date from	
Date to	

SECTION 4 – PAYMENT	
Rental Per Annum GST Exclusive (Exclusive use only)	$150.00/ha
Extractive Royalty rate GST Exclusive	$0.50/tonne
Area Occupied	/ha

SECTION 5 – 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?	

SECTION 6 – REHABILITATION

Rehabilitation will include as a minimum:

- Overburden and excess stones pushed into put;
- 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 time frame. Please note the date that has been agreed upon:

SECTION 7 – COMMENTS (LANDOWNER TO COMPLETE)

SECTION 5 – IMPROVEMENTS

Parcel Description		Hundred	
In the locality of			
Road Name			
Site Map			

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.

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.

Signs 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: _____

District Council of
Loxton Waikerie

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: _____

District Council of
Loxton Waikerie

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: _____