



INSTALLATION AND USAGE OF CATTLE UNDERPASS POLICY

Endorsed for Public advertising by Council **22 January 2015**

(date):

Adopted by Council (date): **20 August 2015**

Related Documents:

PURPOSE

The purpose of this policy for the installation of cattle underpasses is to improve the safety of the road network by assisting local farmers to construct underpasses which allow for the uncontrolled daily movement of cattle across the road carriageway safely, without affecting other road users.

This Policy aims to provide clear direction to the farming community on the processes and arrangements for approval and construction of stock underpasses beneath Council's Public Road network, in keeping with the following principles:

- To provide farmers with alternative options to reduce the burden of managing stock crossings over public roads
- To value the contribution underpasses can make to the safety of the community;
- To promote and encourage removal of the need for stock to cross road surfaces ;

RATIONALE/BACKGROUND

Many farmers own land on both sides of roads which requires the frequent movement of cattle to cross over the road.

The cattle movement poses a risk to the safety of motorists and the people in charge of the cattle. It can also result in mud and other materials being deposited on the road, and damage to the road surface, shoulders and drainage system which becomes an increased maintenance cost to the Council.

Council endorses the following;

- Safe and efficient Stock movement between landholdings can enhance the economic production of agricultural undertakings within the municipal area;
- Stock ownership and management comes with responsibilities that must be upheld to prevent a negative impact on others. Stock owners need to consider the following:
- The [*Traffic \(Road Rules\) Regulations 1999*](#) has special provisions that must be followed when leading livestock across public roads. These include having two people lead the

stock (one at the front and one at the rear) for main roads, or one person assisted by a sheep dog or cattle dog for other kinds of roads.

- The moving of livestock can only be undertaken during daylight hours (the period extending from 30 minutes after sunrise to 30 minutes before sunset). Stock cannot be led on a road at night except in the case of an emergency, or to lead the stock to or from a dairy. A person leading livestock at night must provide warning to other road users by means of a flashing or rotating amber light.
- The *Roads and Jetties Act 1935* prohibits the deposit of "timber, stone, hay, straw, dung, lime, soil, ashes, or other like matter or thing, or any rubbish upon any road."

POLICY STATEMENT

Council supports the construction of cattle underpasses as a means for improving road safety and limiting the damage to the road and its verges resulting from the movement of cattle across roads.

When budget provisions allow, Council will endeavour to encourage and assist farmers to construct approved underpasses in suitable locations.

Council will offer assistance, as outlined in Guidelines in the form of a cash reimbursement up to \$3,000 excluding GST, for costs associated with the guardrail installation and road reinstatement.

The property owner requesting the underpass shall be responsible for all other costs.

The location, design and construction of the underpass must be approved by the Executive Manager Engineering Services. In addition the crossing shall comply with the current Austroads highway loadings and recommended structure widths for the particular road under consideration as determined by the Guidelines and Councils road Hierarchy structure.

All underpasses must have a concrete floor and provisions included for drainage.

Ongoing maintenance and repair of the underpass is the responsibility of the property owner served by the underpass.

GUIDELINES

Approvals

All underpasses are to be constructed in accordance with an approved engineer's design.

When seeking approval to construct a cattle underpass, plans must be provided that show a detailed locality plan and all design details necessary for the construction of the underpass including a set of structural computations. Information and design necessary to provide the appropriate drainage must also be submitted.

Approvals will not be granted where:

- A. There is less than 1.8m clear height in the underpass; or
- B. Where guardrails are not specified in accordance with the current Vic Roads standard.

Where an underpass is to be constructed under a local road, approval is to be obtained from Council.

Where an underpass is to be constructed under a declared Main Road or other road not under the control of Council, approval is to be obtained from that relevant road authority.

Council Financial Assistance

Council assistance will be limited to a maximum of \$3000 + GST. The property owner requesting the underpass shall be responsible for all other costs of construction of the underpass under the road formation including the reinstatement of the seal surface and provision of associated safety guardrail.

Specific Conditions

Upon approval of plans, the applicant shall enter into a formal standard Agreement which shall be registered on title pursuant which formalises the following arrangements and shall bind the applicant and future owners to the special conditions of approval (see attached standard Agreement).

Other Conditions

1. An *Activity In Road Reserve* Permit must be obtained from Circular Head Council prior to any works proceeding on site.
2. The crossing is to be constructed in accordance with an approved design prepared by a structural engineer.
3. The underpass must be connected to an approved drainage system.
4. Appropriate service authorities such as Telstra and TasNetworks are to be advised of the proposed works.
5. Circular Head Council Engineering Department is to be advised at least 48 hours prior to the commencement of works.
6. Traffic control signs are to be erected in accordance with Worksite Traffic Management (Roadworks Signing) Code of Practice and maintained for the duration of the works.
7. Approved backfilling around culverts must be placed in layers of not more than 150mm deep and must be thoroughly compacted before proceeding to the next layer.
8. The top 300mm of the backfill must be approved road making material, compacted in accordance with (vi) above.
9. Guard rails must be erected in accordance with the requirements of current Australian Standards and to the satisfaction of the Council.
10. Circular Head Council is to be notified of completion of works and will arrange for the sealing of the surface as soon as practicable at full cost to the landowner.
11. Council must be indemnified against any claims for damages resulting from any

- losses or injury associated with the cattle underpass.
12. The landowner is required to maintain in good condition at all times, the underpass, drainage, and approaches to the complete satisfaction of the Executive Manager Engineering Services.
 13. “as constructed” drawings are to be supplied to the Circular Head Council, including all levels of the floor of the crossing, within 4 weeks of completion of the work.

Fees & Charges

Community Education

Where a need for community education has been identified, Council will take the necessary steps to ensure that appropriate information is provided to the community.

Communication

Effective communication with farmers is important to be able to most effectively and efficiently deal with matters relating to stock crossings. Council makes all its policies available electronically via its website.

Review Process

A full review of this policy, including public consultation, will be conducted every five years. Council may review this policy more frequently should an issue be identified which needs to be addressed.

AMENDMENT RECORD

REVISION No.	DATE	DESCRIPTION	REFERENCE
1.	20.08.2015	New Policy	

FORMAL STANDARD AGREEMENT

THIS DEED OF AGREEMENT is made the day of BETWEEN

CIRCULAR HEAD COUNCIL of 33 Goldie Street, Smithton in the State of Tasmania (hereinafter called "Council")

AND

(Land Owner) (herein after called "the User") RECITALS:

1. are the owners of certain land abutting both sides of the Road being the land more particularly described as (hereinafter called "the land"). The owner desires to construct a cattle underpass under to enable cattle to cross under that road.
2. Council will consent to the construction of the cattle underpass subject to the conditions as listed below.

In consideration of Council's approval to the User causing a cattle underpass to be built under..... and permitting the User to use the cattle underpass the User agrees that:

1. The cattle underpass (the works) shall be constructed in accordance with plans submitted by..... being Drawing Reference sheet as amended to accord with Council's requirements and which, as amended, shall have met the approval of Council.
2. The materials and works required to fully construct the cattle underpass shall be supplied and carried out by a contractor approved by Council's Executive Manager Engineering Services at the User's expense, subject to any agreed contribution by Council, and shall be maintained by the contractor at the User's expense for a period of twelve (12) months after completion.
3. The User shall obtain all relevant approvals and/or permits and ensure the works, including the fenced approaches and walkways, are constructed in accordance with the plans and to the satisfaction of Council.
4. The User shall be responsible for the maintenance, repair and drainage of the cattle underpass and shall reimburse to Council within one month of receiving a demand to do so to do any reasonable costs and expenses Council may incur in repairing or maintaining the cattle underpass and drainage should the User fail to do so. Council will accept liability for the cost of repairs attributable to a specially authorised overloaded vehicle travelling over the underpass, prior notification which will be given by Council to the User. The User shall notify Council of any

such known damage within 28 days.

5. The User shall advise any future purchaser of the Land of any part thereof in writing of the existence and contents of this Agreement. The User shall advise Council in writing of any such change in tenure of ownership of the Land or any part thereof within 28 days of such change.
6. The User shall:
 - A. wholly indemnify and hold harmless Council against any and all demands actions and claims or suits for damages brought against Council by any body or party in respect of the construction, existence and/or use of the cattle underpass; and
 - B. protect itself and Council against any legal action which may result from the design construction and/or usage of the cattle underpass, or its approaches, by obtaining an adequate insurance cover by a reputable insurer for an amount of \$10 million dollars.
7. If Council is of the opinion that the cattle underpass is in need of cleaning or repair **for** those matters for which the User is responsible, a notice may be served on the User directing that such cleaning and/or repairs as specified in the notice shall be carried out by the User within a period of 28 days after service of the notice.

In default of compliance by the User with such notice Council may carry out the repairs and charge the cost thereof to the User. Such cost may be recoverable in a court of competent jurisdiction.
8. The cattle underpass shall:
 - A. only be used for the passage of stock and by persons authorised by the User to assist with the passage of stock for which sole purpose this permission is granted; and
 - B. not be used for the housing of animals, vehicles or farm machinery, or for the storage of produce or material at any time.
9. No attachments shall be made to any part of the cattle underpass without prior approval in writing from Council.
10. The User acknowledges that its continued use of the cattle underpass is subject at all times to compliance by the User with terms of this Agreement. In the event of structural failure or evidence of structural weakness of the underpass, the User shall be responsible for rectifying the faults or removing the underpass and reinstating the road to proper condition. In the event of the road being widened and/or realigned in the future, Council would bear the cost of extending or relocating the underpass.
11. No compensation shall be claimed from or paid by Council upon termination of the usage of the cattle underpass in accordance with the terms of this Agreement by mutual consent of Council and the User.

12. The User's rights to use the cattle underpass as set out in this Agreement shall pass on to its successors in title subject to the provisions of this Agreement.
13. This Agreement shall be for a period of 20 years commencing on and terminating, subject to any clause contained herein on
14. Provided the User is not in breach of this Agreement, the User may elect by notice in writing to be delivered to Council no less than three months prior to the expiration of the initial term of Agreement and any extension(s) of the term thereof extend the period of this Agreement for a further five years. The length of the Agreement shall therefore be five years with three further option periods of five years each, ie 5x5x5x5. Extension of this Agreement pursuant to the exercise of an option period shall be deleted, so that at the end of the first period, there is only a further 5x5x5 years to run, after ten years then a further 5x5, and so forth.
15. A notice (including, without limitation a document) shall be deemed to have been given when it is received by the person to whom it is addressed or is delivered to the address of that person stated in the Agreement or last communicated in writing by that person to the person giving the notice, whichever is the earlier.
16. This Agreement supersedes any and all prior arrangements, Agreements or undertakings and shall be binding notwithstanding any prior arrangements, Agreements or undertakings made which may conflict with, or be at variance with, this Agreement or any correspondence or document relating to the subject matter of this Agreement which may have passed between parties hereto.
17. Continued use of the underpass after the term of Agreement will be subject to further Agreement at that time. If there is no renewal of the Agreement, the User will be responsible for removing the underpass and reinstating the road to proper condition.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first set herein before written.

CIRCULAR HEAD COUNCIL

The Common Seal of the Circular Head Council was hereto affixed in accordance with a resolution of Council dated:

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General Manager

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Witness

SIGNED SEALED AND DELIVERED

by the said Users

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in the presence of

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