

**IPSWICH CITY COUNCIL  
LOCAL LAW NO. 51 (PRIVATE RAILWAYS)**

**Permits May be Granted**

1. The Council may grant to a person, company, corporation, firm or association of persons (hereinafter referred to as a 'railway owner'), desirous of constructing, managing and/or working a private railway, a permit to construct, manage and/or work such railway or any part thereof in, along, upon, across, under or over a road or bridge within the Area.

The provisions of this local law shall not apply to Queensland Rail.

**Application for a Permit**

2. (i) A railway owner desiring to obtain such permit as aforesaid shall apply to the Council in writing for the granting of a permit, such application to be accompanied by a Schedule containing:
  - (a) a map showing clearly the roads or bridges upon which or upon any part of which it is proposed to construct the railway, and the position of all sidings proposed to be a part of the railway;
  - (b) a description of all lands bounding or adjacent to such roads or bridges sufficient to identify the locality of such roads or bridges;
  - (c) the purpose for which such railway is intended to be used.
- (ii) The railway owner shall, upon the request of the Council, provide such further and other information as the Council may reasonably require.

**Terms of Permit**

3. A permit shall not be granted for a period exceeding nine (9) years, but such permit may be renewed from time to time for a period not exceeding nine (9) years, upon such additional conditions, reservations, restrictions, and stipulations as the Council shall require on receipt of an application for such renewal.

**Permit Fee**

4. The railway owner shall pay to the Council for a permit under this local law, an annual fee which shall be fixed by resolution of the Council from time to time whilst such permit remains in force.

**Duties of Railway Owner**

5. (i) A railway owner shall:
  - (a) construct and maintain the railway so as not to cause inconvenience, hindrance, or damage to a person using the roads or

bridges in, along, upon, across, under or over which such railway is constructed, and so as not to damage such roads or bridges and so that where the railway is actually within the limits of the road or bridge surface the surface of the rails shall be on the same plane as the road or bridge and the inner side of every rail shall be guarded to the satisfaction of the Council;

- (b) where the railway crosses a road at all times maintain in good condition and repair at the railway owner's sole expense in such manner as the Council directs, so much of such road as lies between the rails at such crossing and for a distance of two (2) metres beyond the rails on each side thereof. Provided that the Council may agree with the Railway owner that the Council shall carry out the necessary maintenance of such road approaches upon such terms and conditions as are mutually agreed upon;
- (c) where, owing to the presence of the railway, passage from the road to the land adjoining, or from the land adjoining to the road, is interrupted or made inconvenient, construct or make provision for everything necessary to provide ingress to and egress from such lands to the satisfaction of the Council, and shall at all times maintain and keep in repair at the railway owner's sole expense any such construction or other works during the currency of the permit;
- (d) construct and maintain the railway in such a way as not to impede the flow of water, and where considered necessary by the Council, construct after due notice given at any time during the currency of the permit and any renewal thereof, such form of drainage works or any alterations thereto, and construct and maintain all such drainage works to the satisfaction of the Council;
- (e) erect and lay down all necessary rails, sleepers, ballast, fastening, points, crossings, signals and other items necessary for the running of the railway;
- (f) observe proper precautions for public safety and erect and maintain in good order and condition at the railway owner's sole expense wherever the railway crosses a road, warning signs prominently displayed and in accordance with the form prescribed as warning signs in the Manual of Uniform Traffic Control Devices (Queensland) for the time being in force pursuant to the Traffic Act 1949, together with such other warning signs erected in such situations as are to the Council's requirements.
- (g) when required by the Council during the currency of the permit and any renewal thereof, erect and maintain in good order and condition at the railway owner's sole expense wherever the railway crosses

the carriageway of a road, 'Flashing Lights' in accordance with the Manual of Uniform Traffic Control Devices (Queensland) for the time being in force pursuant to the Traffic Act 1949;

- (h) where the railway approaches the crossing of the carriageway of a road, at the railway owner's sole expense maintain and keep all grass and vegetation cut to give clear visibility of one hundred and twenty (120) metres on either side of such railway crossing or such other distance as the Council may in any case require;
  - (i) when required by the Council during the currency of the permit and any renewal thereof, install at the railway owner's sole expense such protective devices and further means for the protection of the travelling public as the Council may in any case require;
  - (j) where any railway crosses any natural or artificial watercourse on any road, leave and make proper openings and due provision underneath the railway in such a manner and of such capacity as will carry all flood, storm or other waters away as effectually as before the construction of the railway;
  - (k) where any railway crosses the carriageway of any road, provide and maintain a level crossing of permanent rails and sleepers with guard rails over such width of such road as the Council may require so that the uppermost surface of each rail shall be on a level with the surface of the roadway crossed by the railway and with such waterways and culverts as may be necessary to drain the road. If in forming, making, metalling, repairing or reconstructing the road at any such crossing the level of the road shall be altered by the Council, immediately alter the railway so as to correspond with the level so altered at the railway owner's sole expense, as directed by the Council;
  - (l) at all times during the currency of the permit or any renewal thereof, keep and maintain in repair to the satisfaction of the Council, all such culverts and waterways as aforesaid.
- (ii) Nothing in a permit shall be constructed or deemed to give to the railway owner a right to the exclusive use of a part of a road or bridge on which the railway is constructed.
  - (iii) All locomotives and rail motors shall be fitted with an efficient bell, whistle, or other means of warning of their approach and sufficient warning shall be given by the driver at all crossings and other places where traffic may be endangered.

- (iv) Wherever the railway passes along or across a road, the speed of the train while on such portion of such railway shall not exceed twenty (20) kilometres per hour. This provision may be varied with the permission of the Council.

Maximum penalty - 500 penalty units.

### **Indemnity**

6. The railway owner shall deliver to the Council an indemnity covenanting with the Council that the railway owner will at all times during the continuance of the permit or any renewal thereof effectually keep indemnified the Council from and against all claims, actions, proceedings, damages, liabilities, demands, costs, charges and expenses by reason of any injury, accident, loss, or damage or alleged injury, accident, loss, or damage of whatsoever nature in anywise arising out of or in connection with the railway or the use thereof or any works in connection therewith including therein any application and grant of an injunction against the existence of such railway and all or any costs or expenses as between solicitor and client which the Council may incur or become liable for in defending any such action, application or proceeding:

Provided however the railway owner may, subject to the consent of the Council, keep and maintain in force during the currency of the permit, appropriate insurance cover indemnifying the Council in the terms of the immediately preceding paragraph. In any case a copy of the policy shall be submitted to the Council.

Maximum penalty - 500 penalty units.

### **Removal of Railway**

7. (i) Upon the breach of any of the conditions, reservations, restrictions or stipulations contained in a permit, such permit may be cancelled by the Council, or the permit may be suspended by the Council for a period to be set out by it, but in any case the railway owner's liability for maintenance of the roads or any bridge shall continue while the railway is in existence on such roads or bridges and the railway owner shall be responsible for the cost of removing such railway and repairing such roads or bridges.

- (ii) Within three (3) months after the expiration of a permit, or the cancellation of a permit, if required by the Council so to do, the railway owner shall take up and remove at the railway owner's expense the whole of the railway with all rails, sleepers and other adjuncts and all materials laid down upon the roads and used in connection with such railway, and shall forthwith level the surface of the roads where such lines or rails were laid and the approaches thereto and the land in between such lines or rails, so as to restore the roads to the condition of the adjoining parts thereof, and if the railway owner shall make default in so doing so then the Council may do so or cause to be done such work at the expense and cost of the railway owner and such expense and cost shall be deemed to be a debt due and owing by the railway owner to the Council and as such be recoverable at law as any debt.