

**CHB DISTRICT LANDFILL
PERMANENT TAG APPLICATION
(BUSINESS USERS ONLY - UNLESS BY PRIOR ARRANGMENT WITH MANAGMENT)**



**CENTRAL
HAWKE'S BAY**
DISTRICT COUNCIL

Ruataniwha Street,
PO Box 127, Waipawa 4240
New Zealand

Phone: 06 857 8060
Fax: 06 857 7179

info@chbdc.govt.nz
www.chbdc.govt.nz

CHBDC Customer **Debtor** Number

Customer to complete:

Name of Company, Organisation or Partnership:

.....

Trading Address:

Postal Address:

Phone Number: Mobile:

Contact Email address:

Directors Name/s and Address/es:

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Bank Name and Branch

Please supply two Trade References not including telephone, power or credit card companies;

1

Contact Person and Phone Number

2

Contact Person and Phone Number

Vehicle registration/s for vehicles using the Landfill:

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Drivers Licence ID:

Continued;...

Approval for landfill issue will be based on (but not limited to):

- Registered company.
- Prior arrangements made for any hazardous waste disposal with our contractor Higgins 06 858 9151.
- Read, accepted and signed all terms and conditions.
- **IMPORTANT:** Any Hazardous Waste found to be illegally dumped will be removed at the tag holder's expense. If in doubt, ask.
- A minimum charge applies of \$69.00 plus Carbon credits.
- Council takes no responsibility in the event that a tag is lost, stolen or misused.
- Loss of the tag must be immediately reported to Council.
- The applicant is bound to comply with Council's Policies and Bylaws that are in force at any time.
- The applicant uses the landfill at their own risk. Neither Council nor the landfill operators will be held responsible for any damage to vehicles and equipment on the site.

Any abuse of the set terms and conditions will result in a request for immediate return of the tag and the revocation of the tag holder's future access privileges.

Please phone the Solid Waste Team, should you have any queries. 06 857 8060

Customer/ Authorised Signatory Date:

Name..... Position:

Customer/ Authorised Signatory Date:

Name..... Position:

PRIVACY ACT - The information provided on this form will be used to assess your application. Staff having direct access to this information is the Technical Services & Financial Services Department of Council. The information requested is not required by law, however if insufficient information is given this may affect our ability to process your application. Under the Privacy Act 1993, you have a right of access to personal information about you held by the Central Hawke's Bay District Council and you are entitled to request information about you to be corrected.

Office use:

Debtor Number: Date:

Entered by: Sign:

Tags number/s issued: Entered into Weighbridge Software

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Comments:

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TERMS AND CONDITIONS FOR THE DISPOSAL OF REFUSE AT CENTRAL HAWKE'S BAY DISTRICT COUNCIL LANDFILL

The Site

Central Hawke's Bay District Landfill located on Farm Rd, Waipukurau.

Payment for Landfill Services

The landfill disposal charge shall be at the published rate per tonne.

CHBDC has the right to on charge any additional levies, fees or charges which are outside CHBDC's control, but affect the cost of waste disposal.

Payment shall be in full on or before the 20th day of the month following disposal of the waste to the landfill.

Interest shall be payable at the rate of 2% per month on any sum not paid on the due date until full payment is made. Any debt collection costs will be added to the account.

After discussions, CHBDC is entitled to reject delivery of waste to the landfill if there is any outstanding money owing.

Stopping of access

CHBDC may stop access to the landfill, for breaches of conditions of this agreement, such as:

- Disposing waste in the landfill without weighing the waste at the weighbridge.
- Disposing of hazardous, prohibited and special waste at the landfill without approval.
- Non-Compliance with "Conditions for Transportation of Waste" described in this agreement.
- Default on payments.
- Breaches of Acts and Legislation
- Operate in a manner that discredits CHBDC.

Hours of Operation and Access

The normal landfill operating hours are – 7.30am to 2.30pm, Monday to Friday. (To be reviewed from time to time).

The landfill is currently closed on Saturday, Sunday and all Public Holidays.

For delivery of waste outside normal operating hours arrangements should be made with the landfill operator. Extra charges may apply.

There shall be no deliveries before 0700 or after 1800 on any day, or at any time on Sundays, Good Friday and Christmas Day.

No keys to the landfill will be issued, and permission will not be given for unattended access to the landfill.

Conditions of Landfill Access

There shall be no smoking, taking of drugs or consumption of alcohol on the landfill site, including in vehicles, or buildings. Persons under the influence of alcohol or drugs shall be prohibited from entering the landfill site.

You shall ensure that all employees and contractors that visit the landfill have read and understand their obligations and responsibilities under this agreement, and shall ensure their employees and contractors are trained in all facets of operations that are required to safely deliver waste to the landfill, including but not limited to transportation, unloading waste and procedures to deal with emergencies such as fires.

It is your responsibility to declare the category of each load on entry to the Landfill. If any Hazardous, Prohibited or Special Waste items are identified they will be required to be removed from the landfill site by the deliverer at its cost.

No Scavenging or removal of waste from the landfill is permitted.

Weighing of waste

Without fail or excuse the driver of all vehicles entering the landfill shall properly complete a weighbridge docket by weighing the loaded vehicle entering the landfill and weighing the vehicle when exiting the landfill, producing a total weight of the waste disposed of at the landfill.

The docket shall clearly state the company delivering the waste and the origin of the waste, including the vehicle registration number.

Failure to use the weighbridge is:

- 1) A serious breach in this agreement and may result in the termination of this agreement.
- 2) A breach of Central Hawke's Bay District Council Solid Waste Bylaw resulting in a fine of up to a maximum of \$20,000 for anyone convicted of an offence under this Bylaw.

If the weighbridge is not operational or operating incorrectly the driver shall make contact with the landfill operator in the first instance or Solid Waste Manager at CHBDC if the landfill operator is unavailable before leaving the landfill. CHBDC reserves the right to estimate waste weights by using average load weights or through volume conversions.

A docket will be available for the driver to keep and a monthly invoice / statement will be sent.

Conditions for Transportation of Waste

All waste deliveries shall be made in a bulk transport vehicle, specifically designed to transport waste, with a minimum tare weight of 3 tonnes, unless otherwise agreed.

Vehicles shall have a clearly identified registration number, be road legal and comply with the New Zealand Transport Agency Regulations

All waste is to be self-unloading (There shall be no manual discharging of waste on site)

Waste shall be transported in a fully enclosed trailer or tray, or be secured to the satisfaction of the CHBDC.

All drivers shall obey any instructions given to them by the landfill operator, speed restrictions on the landfill road, and traffic control / directional signs on-site.

Any waste spilled outside of the correct disposal location on the landfill shall be fully cleaned up in a professional and timely manner to the satisfaction of CHBDC.

Types of Waste

Waste accepted under this agreement is commercial and domestic refuse, described as "Municipal Waste".

Waste excluded / prohibited (not accepted) from this agreement includes Hazardous Waste and Prohibited Waste as defined below.

Hazardous Waste - means any waste that:

- (a) is defined in the Ministry for the Environment publication Module 2: Hazardous Waste Guidelines - Landfill Waste Acceptance Criteria and Landfill Classification;
- (b) contains hazardous substances at sufficient concentrations to exceed the minimum degrees of hazard specified by *Hazardous Substances (minimum Degrees of Hazard) Regulations 2000* under the *Hazardous Substances and New Organisms Act 1996*; or
- (c) meets the definition for infectious substances included in the Land Transport Rule: Dangerous Goods 1999 and NZ Standard 5433: 1999 - Transport of Dangerous Goods on Land; or
- (d) is publicly notified by Council from time to time to be hazardous and to require special handling for the purposes of collection, transportation or disposal.

Prohibited Waste - means any waste that;

- (e) any explosive, hot ashes, flammable material (as defined in the Acts above), infectious material, or any other matter, thing or waste of any kind whatsoever that may endanger any person, animal, or vehicle which may come in to contact with it at any time prior to, during or following collection, before or during collection or during or after disposal;
- (f) any liquid or any viscous fluid; for waste to be considered non liquid it must have a solids content of at least 20% and liberate no free liquids when transported
- (g) Sewage or animal manure type wastes
- (h) Sludges
- (i) any radioactive wastes, but excluding domestic smoke detectors;
- (j) any used oil or lead-acid batteries;
- (k) Tyres
- (l) Wire and netting
- (m) Bulk polystyrene and polystyrene sheeting / panels.

Hazardous and Prohibited Waste acceptance.

Under some circumstances Hazardous and Prohibited Wastes can be accepted at the landfill. Special applications can be made to the CHBDC for any loads of Hazardous and Prohibited wastes which may be accepted on a case by case basis. Acceptance of these wastes shall be solely at the discretion of CHBDC.

Costs to test, approve, treat and bury Hazardous and Prohibited wastes will be on-charged in addition to the disposal charge set out in this agreement.

Permission to dispose of waste will not unreasonably be withheld if the waste is acceptable under the resource consent.

Hazardous and Prohibited wastes will not be accepted at the landfill without the appropriate approval.

Special Waste

Special Wastes comprise all non-hazardous wastes which because of quantity, character, or concentration require special handling and disposal over and above those measures normally required for general refuse. Typically Special Wastes would include, but not limited to:

- Offal
- Confidential documents
- Bulky items exceeding one metre nominal greatest diameter
- Animal carcasses
- Asbestos
- Noxious weeds and plants

Special wastes shall only be disposed of at the landfill following approval by CHBDC.

Any approval to dispose of Special Waste will specify any particular handling and disposal requirements. Extra costs may apply, which will be on-charged in addition to the disposal charges set out in this agreement.

Waste Acceptance and Screening Procedures

As part of the landfill consent CHBDC is required to carry out random inspections of the waste presented for disposal. When requested, you shall allow CHBDC and / or the landfill operator to inspect the waste presented for disposal to fulfil this consent requirement.

Information required

- Vehicle registration
- Vehicle description
- Description of load
- Source of waste
- Load weight
- Pre-treatment details of waste (if relevant)

Insurances

Users of the landfill shall be fully insured for any incident or accident that may happen relating to activities under this agreement, including but not limited to vehicle and public liability insurance.

Indemnities

Excepted where otherwise provided, you shall indemnify the Central Hawke's Bay District Council against:

- a) any loss suffered which may arise out of or in consequence of this agreement.
- b) any liability incurred in respect of damage property or injuries to persons or litigation which may arise out of or in connection with the performance of this agreement, and
- c) any costs which may be incurred in respect of such loss or liability.

Confidentiality

- (a) The information supplied by CHBDC, (either itself or through its Contractors or advisors), in connection with this agreement, or any agreement that may arise out of it, is confidential. You shall not release or disclose any of the information to any other person, (other than employees or advisors), without the prior written consent of CHBDC. Any publicity relating to this agreement shall require CHBDC's prior written consent.
- (b) CHBDC may, if they consider it appropriate, require a confidentiality deed before releasing any confidential information, and agree to sign the confidentiality deed if required to do so.
- (c) CHBDC will keep all information received confidential. However, CHBDC is subject to the Local Government Official Information and Meetings Act 1987 and the reporting requirements of the Waste Minimisation Act 2008. Information provided by may be required to be disclosed under these Acts.