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**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](http://www.chbdc.govt.nz)

CHBDC Customer **Debtor** Number if you already have one: .....

**Customer to complete:**

Name of Company, Organisation or Partnership:

.....

Trading Address: .....

Postal Address for accounts billing:

.....

Phone Number: ..... Mobile: .....

Contact Email address: .....

Directors Name/s and Address/es:

.....

.....

Bank Branch & Account: (Refunds etc.)

.....

Vehicle registration/s for vehicles using the Landfill:

.....

.....

**The following conditions apply to all trade refuse users of the landfill and transfer stations:**

**Note:** The disposal of Special wastes (as defined in the landfill management plan) at the landfill requires the Waste Generator to complete the "Special Waste Questionnaire" and "Waste Profile Declaration". Special waste will be only accepted after Council's approval of the application.

**Note:** Hazardous waste, Prohibitive waste and Trade waste (as defined in Council's Solid Waste Bylaw) will not be accepted at Council facilities.

**Note:** Council will invoice commercial users at appropriate intervals. The assessment of volumes of refuse for charging will be based on the volume of refuse in the vehicle, not the compacted volume in the landfill. Council's assessment of volumes will be final.

**Note:** Unless agreed with Council NO truckloads of trade refuse or loads of clean fill greater than 0.2m. Such loads may be accepted at the landfill and will be charged for separately at the landfill charge.

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**Note:** Unless agreed with Council or the landfill operator no after hour access is allowed to the landfill or transfer stations. No keys to the landfill or transfer stations will be issued.

**Note:** Special/Difficult Refuse is waste that is bulky, lightweight, or requiring immediate burying due to containing offensive odour, or is easily windblown, attractive to vermin, has health implications, contains asbestos, or as required by the Council or landfill operator.

**Note:** Please check our website [www.chbdc.govt.nz](http://www.chbdc.govt.nz), keyword: Solid Waste Fees and Charges to get the latest gate fees

**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 Environmental Waste team for any enquiries on 06 857 8060

Customer/ Authorised Signatory ..... Date: .....

Name ..... Position: .....

PRIVACY ACT - The information provided on this form will be used to assess 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

.....

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 20<sup>th</sup> day of the month following disposal of the waste to the landfill.

### **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.

Landfill may be closed without warning if there is a power outage on site.

### **Conditions of Landfill Access**

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.

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### **Weighing of waste**

Without fail or excuse the driver of all vehicles entering the landfill shall properly tag in and get issued with 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 fill out a manual docket available in the onsite office and leave a blue copy in the basket marked.

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.

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**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.

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### **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.

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