

Application for Waste Collectors Licence

Application to Manawātū District Council to operate a Waste Collection service within the Manawātū District.



A Waste Collectors Licence is required by a Commercial Waste Operator, RRC operator and owners of a donated good container(s) if the total waste collected exceeds 20 tonnes when measured over a continuous 12 month period under section 13 of the Manawātū District Council Solid Waste Bylaw 2019.

Send or deliver your application to: Manawātū District Council
Private Bag 10 001, Feilding 4743
135 Manchester Street, Feilding 4702
Or to infrastructure@mdc.govt.nz

For enquiries: phone 06 323 0000 or email infrastructure@mdc.govt.nz

1. APPLICANT DETAILS	
Company Name:	
Associated Brand Name(s):	
Manager Name:	
Phone:	
Mobile:	
Email:	
Physical Address:	
Billing Address:	
New Zealand Business Number:	

2. CONTACT PERSON FOR APPLICATION	
Name of Key Contact Person:	
Phone:	
Mobile:	
Email:	
Postal Address:	

3. APPLICATION TYPE (MAXIMUM LICENCE PERIOD 3 YEARS)		PLEASE CIRCLE ONE
Application Type:	New Application / Renewal	
Length of Application:	1 year / 2 years / 3 years	

4. DETAIL OF ACTIVITY TYPES OF MATERIAL BEING RECEIVED AND HANDLED UNDER THE LICENCE

Waste Category:	Household / Commercial	
Specify which Material(s):		
☐ Domestic Waste	☐ Recyclables	☐ Landscape/Green Waste
☐ Construction and Demolitions	☐ Commercial Waste	☐ Inorganic Waste
☐ Hazardous Waste	☐ Electronic Waste	☐ Contaminated Soil
☐ Non-Ferrous or Ferrous Metal	☐ Rubber/Tyres	☐ Cardboard
☐ Glass	☐ Clean Fill	☐ Special waste
Other, Please Specify:		

☐

5. TYPE OF APPROVED CONTAINERS/RECEPTACLE (WHEELIE BINS, SKIP)

Container Type:	Volume (capacity):	How many in use?

6. FACILITY/FACILITIES TO WHICH MATERIAL WILL BE TRANSPORTED TO BY THE COLLECTOR. PLEASE PROVIDE INFORMATION FOR EACH FACILITY.

Facility Name:	Type/Treatment:	Location/Address:	Waste Type:	Estimated Annual Tonnage Collected:

7. HANDLING METHODS AND TREATMENT

Where do you collect material from?	
How often do you collect material?	
How is it transported?	
How will the operator determine tonnages collected?	

Are you sorting the collected material?	
How is the material recycled, recovered, reused?	
Is there any treatment of the material? If so, what kind?	
Is any material collected being stored for more than 6 months? If so please provide more information on storage location and appropriate controls.	

8. FLEET. Please provide details indicating the number and type of vehicles, and what load containment measures are being used.

Vehicle type and number:	Load containment measures?

7. EXPERIENCE

Provide details of applicant's experience in the waste industry and details of any operational issues that might have affected your ability to perform in the past.	
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9. DECLARATION

I/we agree to be bound by and fulfil all terms and conditions of the licence by signature, including (without limitation) meeting all information and reporting requirements.

I/we declare that all information provided in this application and any (numbered) attachments and any information subsequently provided under the terms and conditions of the licence are correct and accurate.

Note: All company specific information received will be treated as confidential, however please note Councils requirements to fulfil the requirements of the Local Government Official Information and Meeting Act 1987 (LGOIMA) requirements.

Name of Signatory:	
Job title of Signatory:	
Signature:	

Are you authorised, in writing, to act as a signatory on behalf of the application.

☐ Yes ☐ No

Date:

10. OFFICIALS USE ONLY

Payment Number:

Amount:

Licence Number:

Name Officer:

Return completed form to: infrastructure@mdc.govt.nz
Manawātū District Council Private Bag 10001, Feilding 4743,
135 Manchester Street, Feilding 4702.

11. TERMS AND CONDITIONS

The consent holder shall:

- **Pay the annual solid waste collectors licence fee in advance of the licence period.**
- **Comply with MDC's waste standards and policies**
- **Supply data on waste and diverted material collection activities on a quarterly basis or as requested by MDC.**
- **This data shall be in a format approved by MDC; and**
- **Comply with the Terms and Conditions set out below.**

1. Background

- a. The Waste Minimisation Act 2008 ("WMA") imposes certain obligations on MDC as a territorial authority, including but not limited to promoting "effective and efficient waste management and minimisation within its district" (section 42 WMA).
- b. MDC's Solid Waste Bylaw 2019 ("the Bylaw") provides for the licensing of commercial waste collectors, RRC Operator and the Owner or Occupier of a Premises for the grant of a licence for a term of up to three years ("the Licence").
- c. The terms and conditions upon which the Council may grant or renew a Licence are outlined in clause 16 of the Bylaw.
- d. Clause 16.1(e) of the Bylaw require that waste data is provided "...to the Council during the term of the Licence in the form and at the times determined by the Council...".
- e. These Terms and Conditions set out the information to be provided by the Licence Holder to MDC and the basis on which that data will be used by MDC to fulfil its obligation under the WMA.

2. Reporting

The Licence Holder must provide the Council with quarterly reports on its waste and diverted material collection activities or as requested by MDC not later than 3 weeks after the Council's end of quarter dates, 30 September, 31 December, 31 March, 30 June. The information in the report must include the following details:

- a. The amount (by weight in tonnes) of waste collected and diverted material by the Licence Holder; and
- b. A breakdown of the waste and diverted materials by type of material; and
- c. Where the waste and diverted materials were deposited.

We may also request gate records and weighbridge receipts in some instances.
MDC may amend the types of data requested from the Licence Holder at any time.

3. Supply of Information

The Licence Holder undertakes to supply the information as follows:

- a. Data will be provided in the format and at the intervals requested by MDC.
- b. Data will be provided via the agreed transfer protocols (eg. Email, uploading of files, entry into web forms). It is the responsibility of the Licence Holder to ensure that the method is secure and that they have the correct contact details for MDC.
- c. Data will be provided as set out by the section 2 in the Terms and Conditions (or otherwise agreed with MDC).
- d. All data supplied will be complete, accurate, up to date and timely. This includes carrying out validation checks upon data loading.
- e. Any anomalies, variations, or conditions on the data are highlighted and explained.
- f. The methodology used to derive the data will be provided to MDC upon request.

4. Data Confidentiality

The Council will take all reasonable measures to keep commercially sensitive information confidential including by the aggregation of such information for recording purposes (as per clause 16.2 of the Bylaw)

The Licensor may disclose Confidential Information to the extent required by law, but (unless prohibited by law) must notify the Owner as early as possible of the requirement for disclosure, consult with the Licensee on the extent of the disclosure, and provide any reasonable assistance requested by the Owner for the purpose of opposing the requirement and/or seeking to ensure that the person receiving the disclosure maintains its confidentiality.

5. Recipients and other organisations that the information may be shared with

Information shared pursuant to this Licence will only be used for the purpose for which it was supplied. It will not be shared for any other purpose.

Notwithstanding any other provisions in this Licence, information supplied by the Licence Holder may be shared (at the appropriate level of aggregation) with the following parties:

- a. MDC staff and elected members
- b. Other Territorial Authorities
- c. Regional Council
- d. Central Government
- e. As required under the Local Government Official Act.

6. Retention and destruction

Information supplied by the Licence Holder will become the property of MDC. MDC maintains all rights to retain or destroy the information at any time at its sole discretion.

7. Term

This Licence commences on the Issue Date and is granted until the Expiry Date or earlier termination as per section 12 of the Terms and Conditions.

8. Non-compliance

- a. The Licence Holder must comply with applicable laws, Bylaws, regulations and Councils standards and policies, including Councils Waste Management and Minimisation Plan.
- b. Failure to comply with terms or conditions of the Licence will result in the Licence being suspended by the manager (as per clause 14.5 of the Bylaw)

9. Liability

- a. The Council is not responsible or liable in any way whatsoever in respect of the actions of the Licence Holder or the compliance or otherwise of the Licence Holder with the terms and conditions.

10. No Transfer

The Licence is personal to the Licence Holder and is not transferable.

11. Renewal/Granting a new licence

- a. The holder of an existing Licence must apply to the Council for renewal of that Licence at least two months before it expires (as per clause 14.2 of the Bylaws).
- b. Council reserve the right to grant or renew a Licence as per section 15 of the Bylaw.

12. Termination of Licence

- a. The Licence Holder may terminate the Licence by giving two months' notice in writing, or at a shorter notice by agreement with the Council.
- b. The Council may terminate the licence with two months' notice in writing, where the Terms and Conditions of the Licence have not been met by the Licence Holder.