



# Application for a solid waste licence

### For waste collectors

Complete this form if your organisation is engaged in the collection, transportation or disposal of:

- Solid waste (excluding hazardous waste) in excess of 10 tonnes per year, or
- Any hazardous waste, or
- Diverted materials in excess of 10 tonnes per year.

### For waste disposal, resource recovery and clean fill facility operators

Complete this form if your organisation operates a disposal facility, resource recovery facility, landfill site, clean fill site, managed fill site or mono-fill site. (This includes any waste processing facility such as a waste transfer station or composting facility.)

A solid waste licence is not required when the land is used for the disposal of clean fill material<sup>1</sup> and where such disposal:

- Is of clean fill material sourced directly from that land, or
- Consists solely of:
  - Hardfill that is natural or uncontaminated or cover material, or a combination of these, or
  - Not more than 30 cubic metres, or such greater amount as New Plymouth District Council (NPDC) may approve, of other hardfill materials measured over any continuous 12 month period.

<sup>1</sup>Cleanfill material as defined in the Bylaw

### How much do I have to pay?

A fee is to be paid with your application. Thereafter, an annual administration fee will be payable until the licence is due for renewal.

## 1. Applicant details

1a. Company name to appear on the licence

1b. Business address

1c. Postal address (include postcode and rural delivery details)

1d. Contact details

Phone Mobile

1e. Email

## 2. Contact person for this application

2a. Full Name

First name(s) Surname

2b. Postal address (include postcode and rural delivery details)

2c. Contact details

Phone Mobile

2d. Email

## 3. Application type

3a.  New application  Renewal

3b. Length of licence being applied for  One year  Two years  Five years

Other (please specify)

Please turn over

### OFFICE USE ONLY

Date received	<input type="text"/>	Property #	<input type="text"/>	Application #	<input type="text"/>
Time received	<input type="text"/>	Land #	<input type="text"/>	Document #	W /
Received by	<input type="text"/>	Owner #	<input type="text"/>	Amount paid	\$ <input type="text"/>
		Project #	<input type="text"/>		

#### 4. Type of licence being applied for

- 4a.  Waste collector  Waste disposal operator  
 Transfer station or waste processing operator

#### 5. Description of the business operation

5a.

  
  

#### 6. Type of material to be collected/accepted

- 6a.  Household  Commercial

#### 7. What materials are being collected/disposed of?

- General waste (excluding those listed in this section)  Building and Demolition  
 Hazardous waste  Recyclables  
 Green waste  Electronic waste e.g. computer, TV, mobile phone.  
 Organic waste other than green waste (please specify)   
 Other (please specify)

#### 8. Fill in this section if this is an application for a waste collector licence

Facilities where the materials will be transported to:

##### Facility 1

Name of the facility

Location of facility

  

Type of facility

Estimated annual tonnage collected

##### Facility 2

Name of the facility

Location of facility

  

Type of facility

Estimated annual tonnage collected

**If you use more than two facilities, please attach information for each additional facility.**

#### 9. Fill in this section if this is an application for a waste disposal/waste processing operator licence

9a. Type of facility to be operated under the licence:

- Municipal solid waste landfill  Controlled/managed fill site  Clean fill site  
 Construction and demolition waste facility  Materials recovery facility  Waste transfer station  
 Commercial/industrial landfill  Composting site  
 Other (please specify)

9b. Name of the facility

9c. Site address (if different from business address)

  

9d. Estimated annual tonnage processed or disposed of

## 10. Provision of Information to Third Parties

I authorise NPDC to provide our waste data to a third party, when requested.

Yes  No\*

\*Under clause 15.7(e) of the New Plymouth District Council Solid Waste Management and Minimisation Bylaw 2019 (the Bylaw), as a condition of the licence, you will be required to submit waste data to NPDC. Under clause 15.8 of the Bylaw, NPDC will take all reasonable measures to keep commercially sensitive information confidential, including by the aggregation of such information for recording purposes (e.g. we may aggregate data to present a high-level picture of waste movements within the Taranaki region). However, the Local Government Official Information and Meetings Act 1987 (LGOIMA) gives members of the public the right to request official information, including commercially sensitive information, held by NPDC. NPDC may still make such information available to the public if required to under the LGOIMA or otherwise by law.

## 11. Privacy Statement

### Privacy Statement

Information on this form is to be provided under the Acts, regulations and bylaws, administered by NPDC and will be disclosed to such persons as are necessary in order to process your application. Your personal information will be held in accordance with the Privacy Act 2020 and the Local Government Information and Meetings Act 1987. Otherwise your personal information will be kept confidential so far as is permitted by law.

You have the right to access and request correction to your personal information at any time.

## 12. Roles and Responsibilities for Waste Data Sharing

Name of person responsible  
for data submission

First name(s)

Surname

### Roles and Responsibilities

The key roles and responsibilities in relation to this Licence are as follows:

- Compiling of data
- Supply / upload of data
- Verification of data

## 13. Terms and Conditions of Licence

### The consent holder shall:

- **Pay the annual solid waste licence fee**
- **Comply with NPDC's waste standards and policies**
- **Supply data on waste transported to solid waste disposal facilities on a quarterly basis or as requested by NPDC**
- **This data shall be in a format approved by NPDC; and**
- **Comply with the Terms and Conditions set out below.**

### Background:

- a. The Waste Minimisation Act 2008 ("WMA") imposes certain obligations on NPDC as a territorial authority, including but not limited to promoting "effective and efficient waste management and minimisation within its district" (section 42 WMA).
- b. NPDC's Solid Waste Management and Minimisation Bylaw 2019 ("the Bylaw") provides for the licensing of commercial waste collectors and waste disposal operators and for the grant of a licence for a term of up to five years ("the Licence").
- c. Pursuant to clause 15.7 of the Bylaw, NPDC "may impose such terms and conditions on any licence as it determines".
- d. Clause 15.7(e) of the Bylaw requires that a licence holder "must provide waste data to NPDC during the term of the licence in the form and at the times determined by NPDC from time to time".
- e. These Terms and Conditions set out the information to be provided by the Licence Holder to NPDC and the basis on which that data will be used by NPDC to fulfil its obligations under the WMA.

Please turn over

## 13. Terms and Conditions of Licence (continued)

### 1. Purpose of Data Sharing

The data supplied by the Licence Holder is solely for the purpose of fulfilling NPDC's obligations under the WMA ("the Purpose") and will not be used or processed in any manner that is incompatible with the Purpose.

### 2. Roles and Responsibilities

The key roles and responsibilities in relation to this Licence are as follows:

- Compiling of data
- Supply / upload of data
- Verification of data

### 3. Information Sharing

#### Type of information supplied

The information to be supplied under this Licence is as set out in the New Zealand Waste Data Framework Volumes One and Two and any superseding protocols ("the Framework"). For clarity the key information requested under the operative version of the Framework at the time of this Licence includes:

- Data on waste to and from transfer stations
- Data on waste to and from disposal facilities
- Data on waste managed by waste collectors.

The data requested may include:

- Tonnes of waste
- The Activity Source of the waste by tonnes
- The Geographical Source of the waste by tonnes
- The Destination of the waste by tonnes.

The intention of NPDC is for the data collected to be adequate, relevant, and not excessive in relation to the Purpose for which it is being collected.

NPDC may amend the types of data requested from the Licence Holder at any time.

### 4. Supply of information

The Licence Holder undertakes to supply the information as follows:

- Data will be provided in the format and at the intervals requested by NPDC.
- Data will be provided via the agreed transfer protocols (e.g. e-mail, 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 NPDC.
- Data will be provided as set out by the protocols contained in the Framework (or as otherwise agreed with NPDC).
- To the degree practical under the Framework, all data supplied will be complete, accurate, up to date and timely. This includes carrying out validation checks upon data loading.
- Any anomalies, variations, or conditions on the data are highlighted and explained.
- The methodology used to derive the data will be provided to NPDC upon request.

### 5. How the information will be managed

The information supplied by the Licence Holder will be managed by NPDC as follows:

#### a. Data Integrity

NPDC will seek to maintain data integrity through the following measures:

- Data that is entered is automatically validated by the system.
- Scheduled regular data audits and verifications.

#### b. Data Security

NPDC will seek to maintain data security through the following measures:

- Secure systems and protocols will be provided for the transfer and loading of information into NPDC's database.
- Data is held in a secure data repository.
- Access is granted only to individuals who are held responsible and accountable.
- Data is backed up with an appropriate level of audit trail, and copies of the data are stored offsite.
- Systems are continually monitored and maintained to ensure data security.

NPDC is not responsible for the security of the data and NPDC will not be liable under any circumstances for any loss of data, despite NPDC taking reasonable steps to protect the data.

## 13. Terms and Conditions of Licence (continued)

### c. Data Confidentiality

NPDC will seek to maintain data confidentiality through the following measures:

- Except where data is supplied to NPDC under a specific contractual arrangement, all data supplied by the Licence Holder under this Licence will be assumed by NPDC to be commercially sensitive.
- Under no circumstances will commercially sensitive data be processed in any way that is unsecure or left unattended.
- Data will be contained in the system through unique user ID or identifier rather than referring to names (the code will be only available to authorised individuals).
- All systems users will be required to identify potential conflicts of interest.
- If potential conflicts of interest are identified appropriate protocols will be put in place (for example data may be managed by a 3rd party or by defined segregation of duties).
- Different levels of access to data are provided as appropriate:
  - o Only NPDC staff (or contractors) with the responsibility and authority for ensuring data integrity will have access to the raw data supplied by the operators.
  - o NPDC staff (or contractors) responsible for compilation and analysis of the data will have access to the highest granularity of data but will not be able to identify individual operators.
  - o Aggregated data may be made available to outside organisations.
  - o Aggregated data may be made publicly available.

### 6. 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:

- NPDC staff, elected members, and contractors
- Other Territorial Authorities
- Regional Councils
- Central Government
- Members of the public.

### 7. Retention and destruction

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

### 8. Data subject rights

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

#### a. General requests for information

The intent for the use of the information gathered pursuant to this Licence is to promote effective and efficient waste management and minimisation within its district and NPDC will seek to provide appropriately aggregated information freely to all parties where it is consistent with this purpose.

#### b. Official information requests

The Licence Holder acknowledges and accepts that NPDC may be requested under either the Local Government Official Information and Meetings Act 1987 or the Official Information Act 1982 to make available data supplied to NPDC by the Licence Holder under the protocols of the Framework. NPDC will only make data available under these Terms and Conditions or if required to by law.

### 9. Term

This Licence commences on the Issue Date and is granted until the Expiry Date or earlier termination under the Bylaw ("the Term").

### 10. Non-Compliance and Incident Reporting

Any incident that occurs or issue that arises in relation to this Licence should in the first instance be reported to the key contact identified in Clause 3 above and include a clear statement of the incident that has occurred or the issue that has arisen, together with any proposed remedies.

NPDC will keep a full audit trail of any incidents and remedial actions taken.

NPDC may suspend, amend, or revoke this Licence if the Licence Holder fails to comply with any of the Terms and Conditions of the Licence (as per clause 18.2 and 18.3 of the Bylaw).

Please turn over

## 13. Terms and Conditions of Licence (continued)

### 11. Liability

To the extent permitted by law, NPDC will not be liable in any way whatsoever in respect of the compliance or otherwise of the Licence Holder with the terms and conditions of this Licence.

### 12. Specifically, NPDC will not be liable in any way whatsoever for any loss, damage, claim or expense to any person, property, service or otherwise resulting from the Licence Holder providing data to NPDC.

In no event will NPDC's liability for any loss, damage, claim or expense in connection with the Licence exceed \$1,000.

### 13. No Transfer

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

## 14. Applicant's Declaration and Agreement

I confirm that I have read and understood the privacy statement above and that the information provided on this application form is true and correct.

I understand that NPDC will send all invoices and refunds for fees to me the Applicant's address set out above and the Applicant will be responsible for, and indemnify NPDC in respect of, the payment of all fees in connection with this application.

I confirm that I have read, understood and agree to be bound by the solid waste licence Terms and Conditions set out above.

I confirm that I have the requisite authority to sign this declaration and agreement as or on behalf of the Applicant.

Signature of applicant by its authorised signatory

Date

### Resource Recovery Manager - Sign-off

Signature

Date

## 15. Supporting information

Please supply additional information with your application as defined in the checklist. Your application will be accepted based on this checklist to ensure that it has sufficient information to commence processing.

All items on this checklist must be ticked to show that they are either provided (P) or are not applicable to your project (N/A).

Additional information may be requested during the processing of your application to confirm compliance.

### Applicant use

P - Provided

N/A - Not applicable to this project

### OFFICE USE

P N/A



Application fee.

#### Supporting documentation describing:



How the licensed activity will promote public health and safety, and achievement of NPDC's Waste Management and Minimisation plan and waste reduction initiatives.



The applicant's experience, reputation and track record in the waste industry, including any known past operational issues which may affect, or may in the future affect, the applicant's performance.



The manner of treatment (if any) and disposal of the waste type, and the identity of the disposal facility, resource recovery facility, landfill site, managed fill site, mono-fill site or clean fill site at which it is proposed that treatment or disposal will occur.



Frequency and location of the waste collection, transportation or disposal services.



Specifications of the vehicles, equipment and approved containers to be used for the collection, transportation or disposal of waste.