



Waste Storage Area Requirements for developments of 3 or more dwellings

No of dwellings	Garbage bins	Paper bins	Bottles bins	Vegetation bins	<u>Total Bins</u>
3	1	1	1	2	5
4	2	1	1	2	6
5	2	2	2	2	8
6	2	2	2	2	8
7	3	2	2	2	9
8	3	2	2	2	9
9	3	2	2	2	9
10	4	3	3	2	12
11	4	3	3	2	12
12	4	3	3	2	12
13	5	3	3	2	13
14	5	3	3	2	13
15	5	4	4	2	15
16	6	4	4	2	16
17	6	4	4	2	16
18	6	4	4	2	16
19	7	4	4	2	17
20	7	5	5	2	19
21	7	5	5	2	19
22	8	5	5	2	20
23	8	5	5	2	20
24	8	5	5	2	20
25	9	6	6	2	23
26	9	6	6	2	23
27	9	6	6	2	23
28	10	6	6	2	24
29	10	7	7	2	26
30	10	7	7	2	26
31	11	7	7	2	27
32	11	7	7	2	27
33	11	7	7	2	27
34	12	8	8	2	30
35	12	8	8	2	30
36	12	8	8	2	30
37	13	8	8	2	31
38	13	8	8	2	31
39	13	9	9	2	33
40	14	9	9	2	34



41	14	9	9	2	34
42	14	9	9	2	34
43	15	9	9	2	35
44	15	10	10	2	37
45	15	10	10	2	37
46	16	10	10	2	38
47	16	10	10	2	38
48	16	10	10	2	38
49	17	11	11	2	41
50	17	11	11	2	41
51	17	11	11	2	41
52	18	11	11	2	42
53	18	12	12	2	44
54	18	12	12	2	44
55	19	12	12	2	45
56	19	12	12	2	45
57	19	12	12	2	45
58	20	13	13	2	48
59	20	13	13	2	48
60	20	13	13	2	48
61	21	13	13	2	49
62	21	13	13	2	49
63	21	14	14	2	51
64	22	14	14	2	52
65	22	14	14	2	52
66	22	14	14	2	52
67	23	14	14	2	53
68	23	15	15	2	55
69	23	15	15	2	55
70	24	15	15	2	56
71	24	15	15	2	56
72	24	15	15	2	56
73	25	16	16	2	59
74	25	16	16	2	59
75	25	16	16	2	59
76	26	16	16	2	60
77	26	17	17	2	62
78	26	17	17	2	62
79	27	17	17	2	63
80	27	17	17	2	63
81	27	17	17	2	63
82	28	18	18	2	66
83	28	18	18	2	66
84	28	18	18	2	66



85	29	18	18	2	67
86	29	18	18	2	67
87	29	19	19	2	69
88	30	19	19	2	70
89	30	19	19	2	70
90	30	19	19	2	70
91	31	19	19	2	71
92	31	20	20	2	73
93	31	20	20	2	73
94	32	20	20	2	74
95	32	20	20	2	74
96	32	20	20	2	74
97	33	21	21	2	77
98	33	21	21	2	77
99	33	21	21	2	77
100	34	21	21	2	78

Council MGB Specifications



Bin Dimensions	240L
Height	1080mm lid closed 1830mm lid open
Depth	750mm
Width	600mm



Collection Vehicle Specifications

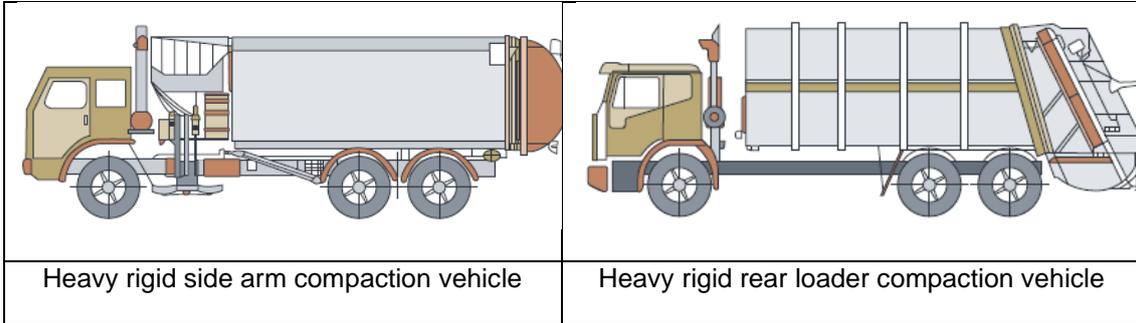


Photo sourced: from: Better Practice Guide for Waste Management in Multi-unit Dwellings, Department of Environment and Climate Change NSW 2008.

Vehicle	Length	Width	Service height	Travel height	Weight	Turning Circle
Council's waste vehicle	9.7m	2.5m	4.5m	3.9m	22.5t	19m



Waste Garbage Chute Requirements

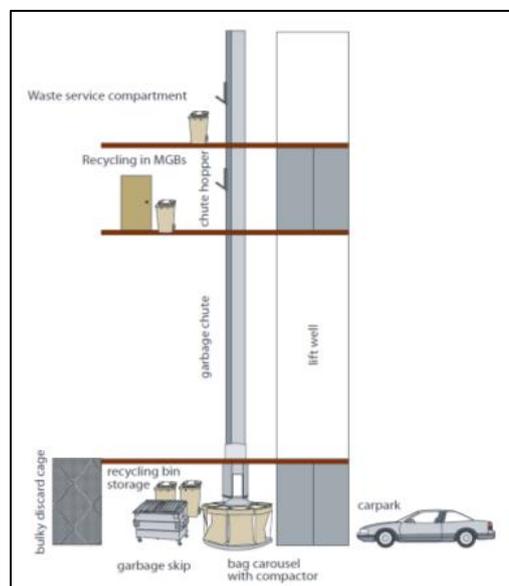
Council does not recommend the use of waste chutes. Considerations will be given on a case by case basis and must be discussed at a pre-lodgment meeting. Detailed information and specification regarding waste chutes is contained below, however, manufacturers specifications should always take precedence:

- a) Garbage Chutes are not permitted for recyclable materials and must be clearly labelled to discourage improper use.
- b) Access to the Waste Garbage Chute must be provided by an inlet hopper (or service opening) which must be located within designated Waste Service Rooms. The Waste Service Room must also provide interim disposal areas for the temporary storage of recyclables.
- c) Chutes, charging devices and service openings must be constructed of fire resistant material which is additionally smooth, durable, impervious and non-corrosive.
- d) Garbage Chutes must be constructed in accordance with the requirements of the Building Code of Australia.
- e) Chutes must be designed to reduce noise impact.
- f) Chutes, service openings and charging devices must be constructed of material (such as metal) which is smooth, durable, impervious and non-corrosive.
- g) Chutes must be cylindrical and should have a diameter of at least 500mm.
- h) There must not be any bends (or sections of reduced diameter) in the main shaft of the chute.
- i) Internal overlaps in the chute must follow the direction of waste flow.
- j) Chutes must deposit rubbish directly into a bin or compactor located within a designated Waste Storage Area.
- k) A cut-off device must be located at or near the base of the chute so that the bottom of the chute can be closed when the bin or compacting device at the bottom of the chute is withdrawn or being replaced.
- l) Any charging device required for each service opening must be self-closing and must not project waste into the main chute.
- m) Any required charging devices are to:
 - n) Effectively close the service opening in the chute when the device is open for loading;
 - o) Permit free transfer of waste into the chute;
 - p) Not project into the chute;



- q) Return to the closed position after use automatically;
- r) Permit easy cleaning of the device and the connection between the service opening and the chute.
- s) The chute, charging device and service opening must be designed to enable easy cleaning.
- t) Chutes must be ventilated to ensure that air does not flow from the chute through any service opening.
- u) Branches connecting service openings to the main chute are to be no more than 1m long.
- v) Any mechanical compaction device within the building shall comply with the following requirements
 - i. maximum compaction rate of 2:1;
 - ii. designed to accommodate general household garbage only; and
 - iii. not be used to compact recyclables.

An example of a chute and service lift system in a high-rise development is provided in below.



Source: Better Practice Guide for Waste Management in Multi-unit Dwellings, Department of Environment and Climate Change NSW 2005



Community Management Statement

1.0 Council Waste Collection

- 1.1 Each registered proprietor and occupier of a lot must sort and store domestic waste, materials (not of a kind prohibited under any State or Federal statute) which shall include garbage, recyclables, general clean up, vegetation clean up and any other domestic waste materials which Northern Beaches Council (hereinafter referred to as "Council") has arranged to collect (hereinafter referred to as "Waste"), according to:
- (a) Council's requirements, and
 - (b) the Community Association requirements.
- Council's requirements prevail if there is a conflict in these requirements.
- 1.2 A registered proprietor and occupier of a lot must keep any Waste container and Waste secure so that:
- (a) there is no hazard or danger to the public;
 - (b) it does not emit odours; and
 - (c) it is hidden from view from outside the lot and from lot 1.
- 1.3 The registered proprietor and occupier of a lot must ensure that Waste in his/her Waste container as required by Council on or from the lot is made available for collection and removal by the Council in accordance with the Council's requirements as in force from time to time relating to the disposal, collection and removal of Waste. Waste containers are not to be placed for collection other than for a reasonable time before and after the times set aside for Waste collection and removal.
- 1.4 The Community Association and the registered proprietor of each lot permit Council and every person authorised by it and its Waste contractor to do all things reasonably necessary and to enter, go, pass and re-pass land in the Community Plan for the purpose of exercising the following functions, namely, the collection and removal of Waste, with or without vehicles or both, and remaining upon the subject land for a reasonable time for the purpose of such collection and removal as well as for the purpose of the delivery, removal, inspection and repair of Waste containers.
- 1.5 The registered proprietor of each lot as well as the Community Association:
- (a) acknowledge that the collection of the Waste is on the basis that the Council and every person authorised by it and its Waste contractor will not be liable for any damage or loss (including damage or loss to any fixture, flora, kerb, gutting, underground pipe, drain and infrastructure located above or beneath the surface of the subject land where such damage or loss is suffered by the registered proprietor, the Community Association or any other person) arising from the exercise by Council or its Waste contractors of the functions referred to in By-law 1.4, except to the extent that such damage or loss is as a result of the negligence of Council or its Waste contractor as the case may be;
 - (b) jointly and severally indemnify Council and every person authorised by it and its Waste contractors in respect of all such damage and loss except to the extent that such damage or loss is as a result of the negligence of Council or its Waste contractor as the case may be; and



- (c) if required by Council, shall as a precondition and prerequisite to Council and its Waste contractor entering upon the subject land, with or without vehicles, for the purpose of the collection and removal of Waste from the subject land and for certain associated and other ancillary purposes, enter into and execute a positive covenant, or enter into such additional or other agreement or arrangement as may be deemed necessary or appropriate by Council, in such form and on such terms as are acceptable to Council, to reflect the terms of this By-Law in terms in a manner satisfactory to Council.
- 1.6 The registered proprietor and occupier of each lot and the Community Association must ensure that the access way for collection of Waste is not obstructed in any way by vehicles or any structures which may inhibit the collection of Waste.
- 1.7 Council may, in its absolute discretion, terminate the collection and removal of Waste within the property and direct that collection and removal of Waste be at the kerbside of the nearest public road.
- 1.8 The indemnities given by each registered proprietor in By-law 1.5 apply only to the extent that the event the subject of the indemnity relates to the proprietor's own lot.
- 1.9 For the purpose of this By-law and anything done for the purpose of giving effect to it, the Community Association has the power to enter into an agreement or arrangement with Council for the execution and imposition of a positive covenant in favour of Council as the prescribed authority, as well as the power to enter into any additional or other agreement or arrangement with Council as may be deemed necessary or appropriate by Council, pursuant to which or whereby access onto and over the Community Association land may be granted to Council and its Waste contractor for the collection and removal of Waste and for ancillary functions, and the Community Association shall cooperate with Council in relation to the registration at Land and Property Information NSW of any positive covenant, agreement, or arrangement may extend to releasing and/or indemnifying Council and its Waste contractor from any liability for any damage or loss of the kinds referred to in this By-law. As soon as practical after the making by Council of a request of the kind referred to in By-law 1.5(c), the Community Association, as well as the registered proprietor of any lot (if so required by Council), must enter into and execute the positive covenant, or enter into such additional or other agreement or arrangement required by Council, as the case may be, in the terms contemplated in By-law 1.5(c).
- 1.10 The By-law may not be amended or revoked without the formal prior consent of Council.



Annexure "A"

Terms of Positive Covenant for Council and Contract Indemnity

THE LAND BURDENED BY THIS POSITIVE COVENANT IS: LOT

DP OWNERS:

1. In this Covenant the expressions defined in this clause shall have the meanings ascribed to them unless the context otherwise requires:
 - a. **Community Scheme** means any community, strata, precinct or neighbourhood scheme registered under the Strata Schemes (Freehold Development) Act 1973 (NSW), Strata Schemes (Leasehold Development) Act 1986 (NSW) or Community Land Development Act 1989 (NSW) or if any such Act is repealed, under any replacement Act.
 - b. **Contractor** means any entity engaged by the Prescribed Authority to remove waste from the Land Burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority.
 - c. **Land Burdened** means the land described in Certificate of Title Folio Identifier.
 - d. **Prescribed Authority** means Northern Beaches Council and any local government council with which that Council may merge and any other Prescribed Authority within the meaning of Section 88E of the Conveyancing Act 1919 (NSW) which may be responsible for the removal of waste from the Land Burdened.
 - e. **Owners corporation** means an owners corporation as defined in the Strata Schemes Management Act 1996 (NSW) or a community association, neighbourhood association or precinct association as defined in the Community Land Management Act 1989 (NSW), as the case may be.
 - f. **Waste** includes any garbage, recyclables, vegetation or other materials which the registered proprietor or any user or occupier of the Land Burdened (or where such proprietor is the owners corporation of a Community Scheme, the registered proprietor of any lot in that Community Scheme) presents for collection by the Prescribed Authority or the Contractor

2. The registered proprietor and any user or occupier of the Land Burdened must permit the Prescribed Authority and the Contractor to enter upon the Land Burdened with or without vehicles for:
 - a. the purpose of the removal of Waste from such land and to remain upon such land for a reasonable time for the purpose of such removal.
 - b. the delivery, removal, inspection and repair of Waste containers.



3. The registered proprietor and any user or occupier of the Land Burdened cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the Land Burdened as a result of the Prescribed Authority or the Contractor exercising the rights set out in clause 2. "Repairs and damage caused to the Land Burdened" in this clause 3 shall include repairs of, and damage to, any fixture, flora, kerb, gutter, underground pipe, drain and/or infrastructure located above or beneath the surface of the Land Burdened.
4. The registered proprietor of the Land Burdened must indemnify the Prescribed Authority and the Contractor against any future claim for damage or loss arising from the exercise by the Prescribed Authority or the Contractor of the rights set out in clause 2 except to the extent that such damage or loss is a result of the negligence of the Prescribed Authority or the Contractor as the case may be. "Damage or loss" in this clause 4 shall include damage or loss to any fixture, flora, kerb, gutter, underground pipe, drain and infrastructure located above or beneath the surface of the Land Burdened where such damage or loss is suffered by the said registered proprietor or any other person.
5. The registered proprietor of the Land Burdened and any user or occupier of such land must not park any vehicle or place any goods or materials on the Land Burdened which will impede the exercise by the Prescribed Authority or the Contractor in exercising the rights available to them set out in clause 2.
6. Nothing in this Covenant shall oblige the Prescribed Authority or the Contractor to exercise any of the rights set out in clause 2.
7. The registered proprietor of the Land Burdened must use its best endeavours to obtain the consent of any mortgagee and/or caveator of the Land Burdened to this covenant and its registration at Land and Property Information New South Wales ("LPI") including obtaining the production of the Certificate of Title of the Land Burdened at LPI to enable registration at such office of this covenant.
8. The Prescribed Authority and the registered proprietor of the Land Burdened will each pay their respective legal costs and out of pocket expenses in relation to the preparation execution and registration of this covenant including the obtaining of any mortgagee's or caveator's consent to such covenant.



The Act means the Conveyancing Act 1919.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE
COVENANT REFERRED TO:

NORTHERN BEACHES COUNCIL

**NORTHERN BEACHES COUNCIL by its delegate pursuant to
S.377 Local Government Act 1993.**

.....
Signature of delegate

.....
Name of delegate

I certify that I am an eligible witness and that the delegate signed in my presence

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness



Annexure “A”

Terms of Positive Covenant for Lot Burdened With Waste Storage Area

THE LAND BURDENED BY THIS POSITIVE COVENANT IS: LOT

DP OWNERS:

Terms of easement, profit á pendre, restriction or positive covenant numbered ‘.....’ in the plan.

1. In this Covenant the expressions defined in this clause shall have the meanings ascribed to them unless the context otherwise requires:
 - a. **Land Burdened** means the land described in Certificate of Title Folio Identifier.
 - b. **Prescribed Authority** means Northern Beaches Council and any local government council with which that Council may merge and any other Prescribed Authority within the meaning of Section 88E of the Conveyancing Act 1919 (NSW) which may be responsible for the removal of waste from the Land Burdened.
 - c. **Registered Proprietor** means the proprietors of the land mentioned above. It shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land, the terms of this covenant shall bind all those registered proprietors jointly and severally.
 - d. **The Structure** means the garbage and recycling receptacle storage enclosure.

2. The registered proprietor of the land burdened with respect to the structure denoted ‘.....’ shall:
 - a. not carry out, or allow to be carried out any alterations to the structure outside those normally required for formation, maintenance and proper function of the structure.
 - b. not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the function of the structure;
 - c. except in accordance with Northern Beaches Council approved plan, not remove the shelter nor allow any building, erection or structure to be constructed, or allow to remain constructed or placed on that part of the land denoted ‘....’ on the abovementioned plan.
 - d. not prevent any owner or occupier of the land hereby benefited from accessing the bin storage facility for the purpose of depositing garbage and recyclable materials.



3. Only the prescribed authority is authorised to release, vary or modify the terms of the land denoted '.....'.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE COVENANT REFERRED TO:

NORTHERN BEACHES COUNCIL

NORTHERN BEACHES COUNCIL by its delegate pursuant to S.377 Local Government Act 1993.

.....

Signature of delegate

.....

Name of delegate

I certify that I am an eligible witness and that the delegate signed in my presence

.....

Signature of Witness

.....

Name of Witness

.....

Address of Witness



Annexure "A"

Terms of Positive Covenant for Resident Access to Waste Storage Area

THE LAND BURDENED BY THIS POSITIVE COVENANT IS: LOT

DP OWNERS:

Terms of easement, profit á pendre, restriction or positive covenant numbered '.....' in the plan.

1. In this Covenant the expressions defined in this clause shall have the meanings ascribed to them unless the context otherwise requires:
 - a. **Land Burdened** means the land described in Certificate of Title Folio Identifier.
 - b. **Prescribed Authority** means Northern Beaches Council and any local government council with which that Council may merge and any other Prescribed Authority within the meaning of Section 88E of the Conveyancing Act 1919 (NSW) which may be responsible for the removal of waste from the Land Burdened.
 - c. **Registered Proprietor** means the proprietors of the land mentioned above. It shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land, the terms of this covenant shall bind all those registered proprietors jointly and severally.
 - d. **The Structure** means the garbage and recycling receptacle storage enclosure.

2. The registered proprietor of the lot benefited must:
 - a. by any reasonable means pass across the lot burdened for the purposes of transporting residential garbage and recycling materials.
 - b. place all waste and recyclable material within the bins provided by Northern Beaches Council.
 - c. ensure that the garbage and recycling bins provided by Northern Beaches Council must remain within the bin storage facility at all times.
 - d. When they exercise their rights under this easement, the owner or occupier of the lot benefited must:
 - e. (a) cause as little inconvenience as practicable to the owner or occupier of the lot burdened;
 - f. (b) cause as little damage as is practicable to the lot burdened and any improvements on it;
 - g. repair damage which they cause to the easement site or the lot burdened;
 - h. not deposit any uncontained residential garbage on the easement site and in the event of a spill, clean the affected area;



- i. notify the owner or occupier of the lot burdened of any damage
- 3. Only the prescribed authority is authorised to release, vary or modify the terms of the land denoted '.....'.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE COVENANT REFERRED TO:

NORTHERN BEACHES COUNCIL

NORTHERN BEACHES COUNCIL by its delegate pursuant to S.377 Local Government Act 1993.

.....

Signature of delegate

.....

Name of delegate

I certify that I am an eligible witness and that the delegate signed in my presence

.....

Signature of Witness

.....

Name of Witness

.....

Address of Witness



Annexure "A"

Terms of Positive Covenant for Waste Storage Area Maintenance

THE LAND BURDENED BY THIS POSITIVE COVENANT IS: LOT

DP OWNERS:

Terms of easement, profit á pendre, restriction or positive covenant numbered '.....' in the plan.

1. In this Covenant the expressions defined in this clause shall have the meanings ascribed to them unless the context otherwise requires:
 - a. **Land Burdened** means the land described in Certificate of Title Folio Identifier.
 - b. **Prescribed Authority** means Northern Beaches Council and any local government council with which that Council may merge and any other Prescribed Authority within the meaning of Section 88E of the Conveyancing Act 1919 (NSW) which may be responsible for the removal of waste from the Land Burdened.
 - c. **Registered Proprietor** means the proprietors of the land mentioned above. It shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land, the terms of this covenant shall bind all those registered proprietors jointly and severally.
 - d. **The Act** means the Conveyancing Act 1919.
 - e. **The Structure** means the garbage and recycling receptacle storage enclosure.
2. The registered proprietor(s) of the land burdened with respect to the structure denoted '.....' shall:
 - a. keep the structure clean and free from rubbish and debris
 - b. maintain and repair at the sole expense of the registered proprietors of the lots burdened the whole of the structure so that it functions in a safe and efficient manner.
3. For the purpose of ensuring observance of the covenant the prescribed authority or its representative may at any reasonable time of the day enter the land and view the condition of the land and the state of construction maintenance or repair of the structure on the land.
4. The registered proprietors shall indemnify the prescribed authority and any adjoining land owners against any claims for damages arising from the failure of any component of the structure, or failure to clean, maintain and repair the structure.



- 5. By verbal or written notice the prescribed authority may require the registered proprietors to attend to any matters and to carry out such works within such time as the prescribed authority may require to ensure the proper and efficient performance of the structure.
- 6. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE COVENANT REFERRED TO:

NORTHERN BEACHES COUNCIL

NORTHERN BEACHES COUNCIL by its delegate pursuant to S.377 Local Government Act 1993.

.....

Signature of delegate

.....

Name of delegate

I certify that I am an eligible witness and that the delegate signed in my presence

.....

Signature of Witness

.....

Name of Witness

.....

Address of Witness