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# Bulk Rubbish Containers Guidelines for Suppliers

The information in this booklet is to assist suppliers of Bulk Rubbish Containers understand their contractual responsibilities, and conditions of placement when a Bulk Rubbish Container is required to be placed anywhere within the City of Darebin.

## **REQUIREMENT FOR A CONTRACT**

A Contract between Darebin City Council and suppliers of Bulk Rubbish Containers is required **prior** to the placement of Bulk Rubbish Containers on public roads within the Municipality.

## **PURPOSES OF A CONTRACT**

A contract system is required to:

- Encourage safe operational practices by bulk rubbish container suppliers in the placement of their containers in public streets by the adherence to conditions as set down by Council;
- Indemnify Council from legal liability; and
- Safeguard the public interest.

## **DEFINITION OF TERMS**

**Authorised Officer** - means a member of Council staff appointed under section 224(1) of the *Local Government Act 1989* (Vic).

**Bulk rubbish container** - means any portable container specifically designed for the collection of waste, and includes a rubbish hopper, waste bin and mini skip but excludes a receptacle specifically designed for the collection of household waste.

**Public Road** - means any street, road, land, passage, thoroughfare, footpath, bicycle path, nature strip, right of way, or place open to or used by the public and includes any place at the time open to or used by the public on the payment of a fee or otherwise entered.

**Supplier of containers** - is the individual, company or organisation which owns, leases, rents, or otherwise provides and is responsible for, the container and is contracted to supply, deliver and remove such a container.

**Hirer of containers** - is the individual, company or organisation which requests the supplier to deliver a bin for a specified period of time.

## **THE CONTRACT**

Suppliers must have a current contract with Darebin City Council. To obtain an accredited contract, a supplier must submit a Contract for Skip Bin Placement on Council Land form in person, by post, facsimile or by e-mail and be able to fulfil the requirements of Council's guidelines, conditions and safety requirements as stipulated in this booklet.

### ***The contract will be suspended upon notification by Council when:***

- The supplier's relevant insurance policies expire or are cancelled; or
- The supplier commits breaches of general conditions and safety requirements.

The contract period is for one year from 1<sup>st</sup> July and expires on 30<sup>th</sup> June each year.

## **COST OF APPLICATION FOR PLACEMENT**

Businesses have the choice of:

- **an annual fee of \$1000.00** (GST-free). This allows unlimited placements of bulk rubbish containers within the municipality for the period 1<sup>st</sup> July to 30<sup>th</sup> June; OR
- **a one-off placement permit for \$50.00** (GST-free). This allows one (1) placement of a bulk rubbish container within the municipality for the period 1<sup>st</sup> July to 30<sup>th</sup> June.

## **APPLICATION FOR PLACEMENT**

A Notification for Skip Bin Placement on Council Land form is required **each time** a container is to be placed in a public street and shall be forwarded by the supplier giving at least **24 hours notice to Council**.

The notification shall be on the prescribed form and may be made in person, by post, facsimile or by e-mail.

The application will state:

- site address
- container location on site (i.e. road, nature strip\* or right of way)
- container size in cubic capacity
- name of supplier (company)
- proposed date of placement
- proposed date of removal
- single or multiple containers within the time period
- main type of waste being collected

\* NOTE: If a container is to be placed on the nature strip, an inspection of the nature strip both prior and after placement needs to be undertaken by Council Local Laws Officers.

## **PLACEMENT VIOLATION CONDITIONS**

A supplier shall remove any container within 4 hours of a request by an Authorised Officer of Council to do so. Failure to do so will result in Council removing and impounding the container at the suppliers' expense.

If, under State or Local Laws, a container is placed in a location or, manner hazardous to the public, the Authorised Officer may remove the container immediately. Council will be reimbursed by the supplier for all costs associated with such actions. A \$500.00 infringement may also be imposed.

Suppliers who place containers on a public street without a permit to do so are liable for infringements.

Note: From 20<sup>th</sup> July 2020, the Department of Transport will reintroduce the **Road Occupation Charge** for all placements made on arterial roads in the City of Darebin. Consult [vicroads.vic.gov.au/traffic-and-road-use/road-network-and-performance/maps-of-declared-roads](http://vicroads.vic.gov.au/traffic-and-road-use/road-network-and-performance/maps-of-declared-roads) to find out whether your placement will require a Road Occupation License with Vic Roads and ensure the license fee and bond is lodged with Vic Roads 20 days prior to placement.

## **CONDITIONS FOR PLACEMENT**

Containers must be placed so as to leave a minimum of three (3) metres useable road width for traffic, and a further two (2) metres width must be allowed if parking is permitted in the area where the container is placed.

Containers must be placed so as not to cause danger to the normal flow of traffic or restrict traffic movement in any way. Containers are not to be positioned on a hill, curve or other place where the view to drivers is restricted to less than 50 metres.

Containers are not to contravene the *Road Safety Rules 2017* (Vic) (e.g. not in prohibited standing zones, no stopping zones, no parking zones, loading zones, bus zones, etc). Suppliers shall comply with all parking regulations other than restrictions on timed parking (e.g. 2 hour limit).

Containers must not encroach on to footpaths unless a minimum 1.8 metres footpath clearway is maintained for pedestrians or as otherwise authorised by Council to address the site conditions.

Containers shall not be placed in a position that obstructs Melbourne Water, Telstra, or any other service authority from accessing their facilities/service pits.

A container cannot be placed in a cul-de-sac, right-of-way or other public road without the written consent of all residents whose access may be restricted.

If a supplier is in any doubt about a proposed container location, advice should be obtained from an Authorised Officer.

Containers must be in an acceptable state of repair and instantly identifiable as your bin.

You must re-apply for a Contract annually if you wish to place bins in the Darebin Municipality.

## **SAFETY REQUIREMENTS**

Council strongly recommends that all suppliers consult the Vic Roads “Code of Practice for the Placement of Waste Bins on Roadsides” issued in January 2001 **before** placing any bin.

Containers shall comply with statutory requirements and be fitted with adequate and approved **flashing lights or reflective strips** to ensure that the containers are visible in all conditions for a minimum distance of 50 metres.

The suppliers name and telephone number shall be printed in characters at least 100mm high on the sides of the container. **Containers without adequate identification of the supplier are not to be placed on public streets.**

The hirer shall ensure that the bin is filled only to a level where debris or other materials does not overflow from the bin to the surrounding area, to avoid breaches of the *Environment Protection Act 2017* (Vic).

The hirer shall ensure that by correct and proper loading of the bin, no dust, debris or other material may blow or fall from the container during transportation. All provisions of the *Environment Protection Act 2017* (Vic), *Local Government Act 1989* (Vic), *Road Management Act 2004* (Vic) and attendant regulations are to be observed.

Any damage occurring to any part of the road or reserve as a result of any actions connected with the container during its placement or removal at that location shall be the responsibility of the supplier who shall pay Council the costs of rectifying such damage.

