

COMMUNITY MANAGEMENT STATEMENT

2. Council Waste Collection

2.1 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 Warringah 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.

2.2 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.

2.3 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.

2.4 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.

2.5 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 2.4, 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.

- 2.6 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.
- 2.7 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.
- 2.8 The indemnities given by each registered proprietor in By-law 2.5 apply only to the extent that the event the subject of the indemnity relates to the proprietor's own lot.
- 2.9 For the purposes 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 of the kind referred to in this By-law. Any such 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 2.5(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 2.5(c).
- 2.10 This By-Law may not be amended or revoked without the formal prior consent of Council.