



# Trade Waste Management Policy

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# 1. Introduction

## 1.1. Trade Waste Management Policy

This document contains Barwon Water's policies for the acceptance and management of Trade Waste discharged to Barwon Water's Sewers.

These policies apply throughout all of Barwon Water's Sewerage Districts and anywhere outside of its districts it accepts Trade Waste. This Policy is incorporated by reference as part of every Trade Waste Agreement or Permit.

Occupiers of commercial and industrial Premises must enter into a Trade Waste Agreement or obtain a Trade Waste Permit before discharging Trade Waste into Barwon Water's sewerage system. This document explains:

- when and how to apply for a Trade Waste Agreement or Trade Waste Permit;
- rights and obligations under a Trade Waste Agreement or a Trade Waste Permit;
- Barwon Water's powers and obligations under this Policy Document, the Act and the Trade Waste Regulation;
- consequences of discharging Trade Waste without a valid Trade Waste Agreement or Trade Waste Permit;
- consequences of breaching the terms of a Trade Waste Agreement, a Trade Waste Permit, or breaching the Act;
- fees and charges levied by Barwon Water in connection with the acceptance and management of Trade Waste (including how these fees and charges may be varied); and
- the circumstances in which Barwon Water may exempt a Person from some or all of these Trade Waste requirements.

## 1.2. How to read this policy document

Words and expressions used throughout this Policy Document that begin with capital letters have specific meanings as set out in Appendix 1 to the Policy.

## 1.3. Changes to this policy document

Barwon Water may change or replace any part of this Trade Waste Management Policy at any time. The latest version of this Trade Waste Management Policy can be obtained from Barwon Water by ringing 1300 656 007 and asking for a trade waste officer, or by downloading a copy from our website: [www.barwonwater.vic.gov.au](http://www.barwonwater.vic.gov.au).

Any changes to this Trade Waste Management Policy, including levels of charges, will operate prospectively and not retrospectively.

## 1.4. Who to contact

If you have any questions or comments about aspects of Barwon Water's Trade Waste Management Policy, or about applying for a Trade Waste Agreement or a Trade Waste Permit please ring 1300 656 007 and ask for a trade waste officer, or visit our website: [www.barwonwater.vic.gov.au](http://www.barwonwater.vic.gov.au).

## 2. Trade Waste Management Policy objectives

The objectives of Barwon Water's Trade Waste Management Policy are:

- to protect the environment;
- to protect the health and safety of members of the public and the Corporation's employees;
- to protect the Corporation's sewerage works and associated assets;
- to maximise opportunities for reusing treated effluent and biosolids;
- to recover the true costs associated with the receipt, carriage, treatment and disposal of Trade Waste and maintenance and repair of the Corporation's sewerage system, to encourage waste minimisation and cleaner production including waste prevention, recycling and pre-treatment of Trade Waste;
- to promote water conservation; and
- to encourage compliance with the Corporation's Trade Waste Management Policy, Trade Waste Agreements, Trade Waste Permits and the Act.

Accordingly, through this Trade Waste Management Policy and a system of Trade Waste Agreements and Trade Waste Permits, Barwon Water:

- regulates the discharge of Trade Waste and other liquid waste into the Corporation's Sewers and sewerage works;
- provides for the management of the receipt of Trade Waste and other liquid waste by the Corporation, including the inspection, measurement, monitoring, and testing of Trade Waste and other liquid waste and the provision of information to the Corporation by any Person whose Trade Waste or other liquid waste the Corporation may receive; and
- details methods of charging by the Corporation for the receipt of Trade Waste and other liquid waste by the Corporation, including recovery of the Corporation's costs of inspection, measurement, monitoring, testing, treatment, receipt or disposal of any Person's Trade Waste or other liquid waste.

This Trade Waste Management Policy prohibits the discharge of substances that have the potential to damage the environment, the sewerage system, the treatment processes or public health.

## 3. Information about Barwon Water

### 3.1. Barwon Water's sewerage system

The Corporation is a statutory corporation with water supply and sewerage responsibilities conferred on it by the *Water Act 1989 (Vic)*.

The Corporation provides quality water and sewerage services to a region that stretches from Little River and the Bellarine Peninsula in the east to Colac in the west and from Meredith and Cressy in the north to Apollo Bay on Victoria's south west coast. This region covers approximately 8,100 square kilometres and serves more than 250,000 people.

The service area incorporates the City of Greater Geelong, Borough of Queenscliffe, Surf Coast and Colac Otway Shires and part of Golden Plains Shire.

The Corporation's sewerage system is a complex network of more than 2,300 kilometres of sewerage pipelines, over 170 pumping stations and 11 water reclamation plants. Approximately 60 million litres of domestic sewage, Trade Waste and infiltration water is handled by the system each day. The Corporation has been managing and receiving Trade Waste into its sewerage system since the 1920s.

The Corporation is a major waste management operator with a critical role in ensuring the sewerage system is environmentally and economically sustainable while aiming to maintain an excellent level of service to customers.

The Corporation is committed to working co-operatively with Persons discharging Trade Waste into the Corporation's sewerage system to achieve the objectives of this Trade Waste Management Policy. The Corporation advocates the Environment Protection Authority's industrial waste minimisation initiative and 'cradle-to-the-grave' philosophy. Through this Trade Waste Management Policy, Trade Waste Agreements, Trade Waste Permits and the Act, the Corporation encourages waste avoidance, reduction, recycling, treatment and disposal.

As a further incentive for Trade Waste minimisation, the Corporation applies through this Trade Waste Management Policy a system of quality and quantity based charges for the receipt and treatment of Trade Waste. These charges assist the Corporation to recover the cost of providing Trade Waste related services to Trade Waste customers.

Through this Trade Waste Management Policy and through a system of individual Trade Waste Agreements and Trade Waste Permits, and by using its powers under the Act the Corporation keeps an up to date record of Persons discharging Trade Waste to the Corporation's sewerage system. Trade Waste discharges are monitored and inspected to ensure compliance. Non-compliances can result in prosecutions under the Act, as described in later sections of this Trade Waste Management Policy.

### 3.2. Understanding trade waste

The term 'Trade Waste' has a specific legal meaning for the purposes of the Act, this Trade Waste Management Policy, Trade Waste Agreements and Trade Waste Permits. In general terms, Trade Waste is the wastewater that is discharged to a Sewer from commercial and industrial processes. It is the liquid generated from these activities and can contain a number of substances used or generated in manufacturing, processing or food preparation.

Trade Waste does not include Ordinary Domestic Waste, such as waste matter from residential Premises, for example, kitchens, toilets or bathrooms. Specifically it is defined as:

- a) any superfluous matter derived from, or that is a by-product of, a trade, industrial, commercial, medical, dental, veterinary, agricultural, horticultural or scientific activity;
- b) any waste matter (other than waste matter that is discharged from private residences)—
  - i. that consists solely or partly of food; or
  - ii. which results from any process connected with the preparation of food;

- c) any waste matter discharged from a laundry—
  - i. used for the purposes of a private or public hospital, school or other institution; or
  - ii. used for the purposes of a hotel, motel or similar establishment; or
  - iii. where use of the laundry is subject to the payment of a fee; or
  - iv. used for any other commercial purpose;
- d) any waste matter discharged from—
  - i. any cooling, refrigeration or air conditioning system installed on premises on which any activity referred to in paragraph (a) occurs; or
  - ii. a ship's ballast; or
  - iii. municipal or commercial swimming pools, including filter backwash effluent; or
  - iv. any primary, secondary or tertiary educational establishment where the matter is a by-product of a scientific, artistic or photographic activity or any trade based training activity;
- e) any superfluous matter derived from, or that is a by-product of, a desalination process or that is discharged from works used in a desalination process, whether on residential or non-residential premises;
- f) any superfluous matter derived from, or that is a by-product of, a groundwater quality monitoring system, a groundwater extraction and disposal system or a groundwater treatment system;
- g) any superfluous matter derived from, or that is by-product of, construction activities;
- h) run-off from water used to extinguish a fire or to deal with any other hazard or emergency on premises on which an activity referred to in paragraph (a) occurs;
- i) leachate from any private, commercial or municipal landfill or from a commercial composting or vermiculture facility;
- j) sewage sludge from a facility for the disposal of septic tank sludge or sewage treatment plant sludge.

The Corporation's sewerage system was designed many years ago to carry predominantly Ordinary Domestic Waste, which is of a predictable quality. Unless they are controlled, Trade Waste discharges can put great stress on the sewerage system and can cause serious problems to public health, the environment, the Corporation's personnel, water reclamation plants and other sewerage infrastructure.

Trade Waste management aims to prevent and to manage problems that can occur when Trade Wastes are discharged into sewerage systems. Some examples include:

- industrial effluent can cause corrosion of pipes and equipment in the sewerage system (for example at pumping stations) and at water reclamation plants;
- grease, fat and solids can cause Sewer blockages resulting in surcharging in Sewers and flooding of upstream users. These substances can also accumulate and cause odours, increase carriage and maintenance costs, reduce the efficiency of the sewerage system and cause detrimental discharges to the environment;
- discharges can overload Sewers and water reclamation plants;
- highly volatile Trade Wastes which are flammable or toxic can endanger personnel, the public, and create unsafe conditions and cause damage;
- some Trade Wastes due to their volatility either alone or in combination with other wastes may release toxic gases that pose a health hazard or affect the environment;
- wastes containing toxic materials, heavy metals, pesticides or persistent organic compounds can contaminate sludges, making re-use or disposal options more expensive and or more limited. They may also pass through the water reclamation plant untreated or partially treated, polluting the receiving water body and posing a threat to aquatic life, or rendering a watercourse unsuitable for recreational purposes.

## 4. Legal and regulatory framework

### 4.1. Water Act 1989

The Corporation is a statutory corporation with water supply and sewerage responsibilities conferred on it by the Act, including by Parts 8 and 9 of the Act.

Under section 178 of the Act it is an offence for any Person to cause or permit anything other than domestic waste to be discharged into the Corporation's sewerage system without the permission of the Corporation. This offence carries a maximum penalty of 200 Penalty Units.

Section 173 of the Act empowers the Corporation to accept Trade Waste if the Corporation so decides. It is an offence under section 178 of the Act for any Person to discharge Trade Waste to the Corporation's sewerage system other than in accordance with a Trade Waste Agreement or a Trade Waste Permit.

### 4.2. Regulations

Regulations can be made under the Act. Currently the Water (Trade Waste) Regulations (2014) apply.

Regulations can do such things as:

- define what types of matter constitute Trade Waste;
- specify rights in relation to disconnection, for example, in emergencies.

### 4.3. Customer Code and Customer Charger

The Act allows for the Essential Services Commission (ESC) to regulate the actions of the Corporation relating to Trade Waste. This includes:

- a state-wide Customer Code for Trade Waste; and
- a Corporation specific Customer Charter.

The ESC also regulates:

- the adoption and variation to Trade Waste Acceptance Criteria;
- many, and certainly the more significant, aspects of fees and charges, through the Corporation Price Determination.

### 4.4. Fees and Charges

The Corporation has the power to levy fees and charges for receipt and treatment of Trade Waste and other actions, such as inspections and monitoring. These fees and charges are:

- adopted under the Act; and
- regulated by the ESC, in accordance with the Corporations Price Determination.

### 4.5. Trade Waste Management Policy

All Persons who discharge Trade Waste in the Corporation's Sewerage District are required to comply with the Corporation's Trade Waste Management Policy. Any Person who does not comply may be prosecuted for an offence under the Act or Regulation

The Corporation's Trade Waste Management Policy requires every Person who discharges Trade Waste into the Corporation's sewerage system or at a Receiving Station to obtain the Corporation's permission by entering into a Trade Waste Agreement or obtaining a Trade Waste Permit.

### 4.6. Trade Waste Agreements and Permits

The Corporation provides its consent to the discharge of Trade Waste by requiring the relevant Person to enter into a Trade Waste Permit or a Trade Waste Agreement. For the purposes of the TWMP and Regulation, references to Trade Waste Agreements are taken to include references to Trade Waste Permits.



The Corporation has also decided to provide a general consent to the discharge of Trade Waste by deeming certain Persons to have applied for and received the Corporation's consent to discharge certain types and volumes of Trade Waste. This is described in section 5.1 of this Policy Document. The Corporation may from time to time add to or otherwise amend these categories of approved Trade Waste discharges.

Except as provided in section 5.1 of this Policy Document, it is illegal to discharge Trade Waste to Sewer without the written permission of the Corporation.

Any person wishing to discharge Trade Waste to Sewer must make Application to the Corporation for approval.

Depending on the nature and circumstances of the business generating Trade Waste, the Corporation may issue an application form for a Trade Waste Permit or for a Trade Waste Agreement. A copy of the Trade Waste Permit application form is contained in Appendix 6. A copy of the Trade Waste Agreement application form is contained in Appendix 7. Section 5 will help identify which type of Application form is required to be completed.

The Corporation will provide advice, where possible, to assist existing and potential Trade Waste customers to determine the best options for managing their Trade Waste. However, the final responsibility for ensuring that a Person complies with the Corporation's Trade Waste Management Policy, the Act, the Regulation and the customer's Trade Waste Agreement or Permit rests with that Person.

The Corporation may require a customer to undergo an independent audit of its manufacturing and industrial processes and Trade Waste streams before entering into, or renewing, or during the term of a Trade Waste Agreement.

Each Trade Waste customer is required to comply with the Acceptance Criteria, unless varied by the terms and conditions of the Trade Waste Agreement. The Corporation's current Acceptance Criteria are contained in Appendix 2.

#### 4.7. Customer specific variations and exceptions

A customer may include in his or her application for a Trade Waste Agreement or Trade Waste Permit a request for a variation to any of the Acceptance Criteria specified in Appendix 2, supported by reasons why Barwon Water should grant the requested variation. Requests for temporary variations will be considered as well as requests for permanent variations.

A customer who has been issued a Trade Waste Agreement or Trade Waste Permit may during the currency of that agreement or permit apply in writing for a temporary or permanent variation to any Acceptance Criteria. Again, the application must be supported by reasons why Barwon Water should grant the requested variation. In some instances the Corporation may vary the standards or impose additional obligations for example relating to the pre-treatment of the Trade Waste prior to its discharge to the Corporation's Sewers. The Corporation may also impose additional costs or fees on the customer having regard to the nature of the exemption and any costs to the Corporation as a consequence of granting the exemption and monitoring and processing the exempted Trade Waste.

#### 4.8. Non-compliance

A Person who fails to comply with or do anything required to be done under the Act, or a Trade Waste Agreement (including a Trade Waste Permit) is guilty of an offence and risks prosecution by the Corporation. Maximum penalties may vary for particular offences but may be up to 200 Penalty Units with additional penalties for certain continuing offences. The Corporation may also recover charges and costs incidental to the non-compliant discharge of Trade Waste.

The Corporation's compliance policy is described in more detail in Section 11 of this Policy Document.

## 5. Application for Trade Waste Agreement or Permit

Subject to section 5.1, Barwon Water's written permission to discharge Trade Waste to Sewer will only be given following evaluation of an application for a Trade Waste Agreement or a Trade Waste Permit.

Barwon Water defines Trade Waste customers in three distinct groups:

- Persons who are deemed to hold a Trade Waste Permit (see section 5.1);
- Persons (generally, commercial businesses) who are required to hold a Trade Waste Permit before discharging Trade Waste (see section 5.2); and
- Persons (generally, industrial businesses), who are required to hold a Trade Waste Agreement before discharging Trade Waste.

### 5.1. Persons who are deemed to hold a Trade Waste Consent

Persons whose business(es) are wholly described by one or more of the business descriptions in Table 5.1 are deemed to hold a Trade Waste Permit provided that they:

- do not also satisfy one of the descriptions in Table 5.2, and
- continue to satisfy one of the descriptions set out in Table 5.1.

A Person whose business is listed in both Table 5.1 and 5.2, must apply for and obtain a Trade Waste Permit before discharging Trade Waste.

**Table 5.1 Deemed Consents**

Deemed businesses and activities	Exclusions (i.e., must have Agreement or Permit)
Beauticians/ Hairdressers	
Chemist/Pharmacy	Those with emulsion photo film processing
Dental surgery	Those with x-ray processing and plaster setting
Doctor's surgery	Those with x-ray processing and plaster setting
Mobile food van	Those with a purpose built kitchen at a permanent location
Optician	
Retail florist	
Retail fruit and vegetable	
Retail pet shop	Those with kennel wash down areas
Veterinary and animal clinics	Those with kennel wash down areas and x-ray processing

## 5.2. Persons who require a Trade Waste Permit

A Person whose business is listed in Table 5.2 must, unless otherwise notified by the Corporation, complete and lodge a Trade Waste Permit Application form.

**Table 5.2 – Trade Waste Permit applications**

Food preparation	
Bakeries	Garbage Washes
Boarding Houses (B&B)	Hot Takeaway Foods
Butchers	Hotels
Cafeterias	Hot Bread Kitchens
Canteens	Ice Cream Parlours
Clubs with hot food preparation	Hospitals
Coffee/Sandwich shops	Motels
Commercial Kitchens	Restaurants
Community Halls	Receptions
Delicatessen	Takeaways
Donuts – in stand alone shops, bakeries or Bread shops	School – Home Science Rooms
Function Centres	
Petrol, oil and grease	
Radiator Repairs	Panel Beating/Spray Painting
Auto Wreckers	Vehicle Washing
Lawn Mower Repairs	Service Station
Mechanical Workshops	Engine/Gearbox Reconditioning
Car Detailing	
Chemicals, paint	
Laboratories	School Laboratories
Screen Printers	Maintenance Workshops
TAFE/School Workshops	
Photographic, X- ray	
Photographic	X-ray and radiation devices (including photo processing, dental, medical practices)
Other processes	
Specialist Doctor (Plaster)	Building Services (Air Conditioning)
Hobby Clubs/Crafts	Kennels
Laundromats	Fish-Fresh (Retail store)
Drycleaners	Municipal Pool
Boilers	Morgue

## 5.3. Persons who require a Trade Waste Agreement

A Person whose business is not listed in Table 5.1 or Table 5.2 must, unless notified otherwise by the Corporation, complete and lodge a Trade Waste Agreement Application Form.

## 5.4. Information and Application Forms

The sort of information the Corporation requires will be dependent on the type of business and the nature and volume of the Trade Waste to be discharged to Sewer.

A Permit must be issued prior to commencement of any discharge.

Examples of appropriate times for lodging Applications may include:

- during the processing of a building application for new Premises or extensions intended for industrial and/or commercial usage;
- change in tenancy of such Premises;

- change of ownership of such Premises;
- shop fit-outs of such Premises;
- during the processing of an Application to strata title such Premises;
- existing Premises where Trade Waste is generated and no Trade Waste approval has been issued, or
- where a change in process technology occurs.

Liquid waste disposal contractors wishing to discharge septic tank, portable toilet waste or other approved holding tank or liquid waste to the Sewer or water reclamation plant must be licensed and must apply for a Septic Waste Permit.

A Trade Waste Application form and advice on how to complete the form, may be obtained in person from Barwon Water 40-44 Lonsdale Street, South Geelong VIC 3220 or it will be forwarded on request by telephoning 1300 656 007, or by writing to Barwon Water at PO Box 659 Geelong Vic 3220 or by visiting our website [www.barwonwater.vic.gov.au](http://www.barwonwater.vic.gov.au).

## 5.5. Evaluation of the Application

When Barwon Water has received the Application form it will consider the risk associated with accepting the type of Trade Waste proposed into the sewerage system. This evaluation will consider:

- the possible impact on the health and well being of the workers in or around the sewerage system;
- the impact or possible effect on the sewerage system;
- any effect or potential impact of the waste on the water reclamation plant process;
- any possible detrimental environmental impact.

Having regard to the level of impact or effect contemplated above, the Trade Waste may not be accepted into the sewerage system. Whether the proposed Trade Waste will meet the Acceptance Criteria or Modified Acceptance Criteria will also be considered. The Trade Waste is considered suitable for discharge to the sewerage system as long as it does not cause any of the above concerns and meets the terms and conditions as specified in this Trade Waste Management Policy and the Acceptance Criteria.

An Authorised Officer may be in contact with the Customer and may wish to conduct a site visit prior to granting permission to discharge Trade Waste to Barwon Water's Sewers.

Consideration will also need to be given to the volumes of water to be provided by Barwon Water and the quantity of Trade Waste and sewage to be discharged. If this is a new business or the business has changed significantly, there may also be a need to pay Developer Charges (not covered by this policy. For information on Developer Charges contact Barwon Water). Refer to Section 10, Fees and Charges for details of all fees and charges associated with the approval process.

## 6. Discharge categories

### 6.1. Risk assessment

When an Application is received for a Trade Waste Agreement, a risk assessment will be made to determine the degree of risk your Trade Waste poses to Barwon Water's sewerage facilities.

The risk assessment considers matters such as:

- the Trade Waste volume;
- the goods and chemicals stored/used on site;
- the customer's compliance records;
- the effluent characteristics.
- the likelihood of an incident occurring including risk assessment of alarms, housekeeping, and management systems in place.

The risk assessment categorises the business to assist with the determination of:

- frequency of monitoring, sampling and analysis;
- the annual agreement fees; and
- the term of the agreement.

The risk assessment generates categories for the relevant Trade Waste discharge with one of the Categories 1, 2, 3, 4 or 5.

Table 6.1 gives an indication of the frequency of sampling, and terms of agreement based on the category of waste. Refer to Section 8 for further explanation of these requirements.

**Table 6.1**

Category	Risk rating	2014-15 Annual fee \$ (GST ex)	Sampling / Monitoring frequency (per year)	Life agreement (years)
5	Very High	2284.87	12 +	2
4	High	918.50	6	2
3	Moderate	414.28	4	4
2	Low	234.56	2	4
1	Very Low	175.13	1	5

### 6.2. Risk assessment review

Customer risk assessments are generally reviewed three (3) months prior to the expiry of the customer's current Trade Waste Agreement. Upon request, reviews may also be conducted at any time during the life of a Trade Waste Agreement.

## 7. Acceptance Criteria

The Acceptance Criteria set out the permissible levels of the physical and chemical characteristics for categories of Trade Waste; these are approved by the ESC.

These permissible levels have been set taking into account local considerations. Each pollutant has been evaluated for its impact on the receiving water quality, sludge quality and treatment process. In particular they are based on the following:

- Exposure standards based on WorkSafe Australia Standards for Atmospheric Contaminants in the Occupational Environment April 1997. The exposure standards listed in the National Exposure Standards (NOHSC: 1003 (1995)) represent airborne concentrations of individual chemical substances which, should neither impair the health of, nor cause undue discomfort to nearly all workers;
- Explosive Limits based on 5% LEL (lower explosive limit);
- Environment Protection Authority Licence requirements for water reclamation plant discharge limits;
- Environment Protection Authority Guidelines for Use of Reclaimed Water - June 2003;
- Environment Protection Authority Guideline For Environmental Management: Biosolids Land Application – April 2004;
- Barwon Water's odour and corrosion strategy;
- Inhibition to the water reclamation plant nitrification process;
- Environment Protection Authority State Environment Protection Policy (Waters of Victoria) - June 2003;

The Acceptance Criteria are included in Appendix 2. Modified Acceptance Criteria may be adopted for particular Premises and Trade Waste discharges, in which case these are set out in the Relevant Trade Waste agreement or Permit

The Corporation may on Application by a Trade Waste customer exempt that customer from certain Acceptance Criteria on such additional terms and conditions as the Corporation considers appropriate (see section 4.5 of the Policy).

## 8. Trade Waste Agreement and Permits

Once Barwon Water has assessed the Application, and it is satisfied that the Trade Waste discharged from the Premises is able to meet the Acceptance Criteria and the other conditions as required, a Trade Waste Permit or a Trade Waste Agreement will be issued having consideration for the nature and quality of the Trade Waste.

If permission is granted to discharge Trade Waste, a Trade Waste Permit or Trade Waste Agreement will be issued to the applicant, who is responsible for the following compliance obligations:

- the Occupier may discharge Authorised Trade Waste from the Premises into the Discharge Point for the period of and strictly in accordance with the terms of the Trade Waste Permit or Trade Waste Agreement;
- the Occupier must maintain any treatment equipment in a proper working condition at all times to the satisfaction of the Corporation;
- the Occupier must allow an Authorised Officer access the Premises at all times for the purpose of monitoring the quality of waste discharged to Sewer;
- the Occupier must pay all rates, fees and charges as stated in the Trade Waste Permit or Trade Waste Agreement; and
- the Occupier must, if required, cease discharge in accordance with the requirements of the Corporation's notice.

### 8.1. Trade Waste Permit

A Trade Waste generator producing Trade Waste assessed as suitable for discharge to Sewer and classified as a Category 1 will be issued with written approval in the form of a Trade Waste Permit.

Trade Waste Permits are issued to the Occupier of the Premises and are non-transferable. It is the Occupier's responsibility to notify Barwon Water of a change of Occupier or any change to the Trade Waste generating process. A new Occupier would need to apply for a new Trade Waste Permit.

#### **Pre-treatment devices**

In order to discharge Trade Waste to Sewer, certain customers are required to install appropriate pre-treatment devices with the design and specifications of Barwon Water.

Pre-treatment devices must be located to enable safe and easy access to allow for sampling, inspection and servicing.

#### **Food preparation**

All non residential Premises engaged in the cooking and preparation of foodstuffs shall be required to install and maintain an adequately sized pre-treatment facility to prevent the discharge of oil, grease, fat and food particulates into Barwon Water's sewerage system.

Oily waste is a concern to Barwon Water as it has the potential to cause substantial problems within the sewerage infrastructure, water reclamation plants and upon discharge to the environment.

Grease and oil can form deposits which restrict flow within the Sewer pipes. Substantial blockages may cause the Sewer to overflow and pollute the environment.

Oil, grease and fat are extremely difficult to treat at the water reclamation plant. This type of pollutant increases the load on the plant and increases the treatment costs.

#### **Types of pre-treatment**

For all food preparation Premises grease interceptor sizing is to be evaluated on an individual basis in accordance with Barwon Waters Interceptor sizing chart.

Generally, a grease trap of a minimum size of 600 litres is required by Barwon Water and a minimum 1 hour retention time at maximum flow, or as directed by Barwon Water. A grease trap smaller than 600 litres can only be installed after consultation with an Authorised Officer.

Any Premises that has the potential to discharge oily waste will need to have the appropriate pre-treatment to remove the oil.

The separation of oil from water is generally based on the principle of gravity, that oil is lighter than water will float on the top. Pre-treatment is usually designed around this principle.

### **Grease trap maintenance**

The interceptor will work efficiently provided that the accumulated grease is removed on a regular basis. The pre-treatment facilities become progressively less efficient as grease, oil and sludge from food waste accumulates.

A grease trap represents a significant investment in waste pre-treatment by its owner and the waste it retains is the mass of pollutants it prevented from entering the sewerage system over the time span between each complete clean out. The frequency of cleaning will depend upon the nature of your Trade Waste and the volume of the waste that is generated, but must be timed to ensure that the grease build up does not exceed 75 mm.

Failure to service it correctly at the required frequency or disposal of the waste incorrectly is a waste of resources and effort as well as a direct contribution to environmental degradation.

Grease trap effluent and residues are an Environment Protection Authority prescribed waste under the Environment Protection Authority's Environment Protection (Prescribed Waste) Regulations 1998, any contractor you engage to dispose of grease trap waste is required to be licensed by the Environment Protection Authority.

Customers must provide Barwon Water with details of their chosen licensed contractor and records of the clean-out services must be kept in a logbook by the Occupier with the date, time and company.

In addition, Barwon Water has entered into arrangements with contractors that service in the Barwon Water region such that they provide Barwon Water with a monthly list of Premises that have been pumped out. Barwon Water updates its Trade Waste information system to generate a list of overdue clean-outs.

### **Overdue cleanouts**

Any business that is overdue in cleaning out their grease trap will receive a notice in the mail, requesting that the grease trap be adequately serviced.

Our Authorised Officers will assess whether your grease trap is maintained often enough and adjustments to the cleaning frequency can be made if necessary.

### **Reducing costs**

The cleaning frequency and associated costs of maintaining the grease trap may be reduced substantially by implementing good house keeping methods such as:

- scraping plates clean before washing;
- dry wiping plates and utensils to remove excess grease;
- not tipping cooking oils and fats down the sink. Instead collect the waste for separate disposal or recycling;
- use of minimal grease and oil for cooking; and
- use of aluminium foil to collect grease and oil spills around stoves and fryers.

### **Use of additives**

The use of solvents, enzymes, mutant or natural cultures, odour control agents or pesticides in grease traps is prohibited unless specifically approved by Barwon Water.



## 8.2. Trade Waste Agreement

A Person whose business is not listed in Table 5.1 or Table 5.2 must apply for and receive a Trade Waste Agreement before discharging Trade Waste.

### Interim Trade Waste Agreement

A new business may receive a short term permission to discharge Trade Waste to Sewer through an interim Trade Waste Agreement. This interim agreement is valid for a fixed term with the intention to allow Barwon Water and the Occupier to determine the process and to gather sufficient sampling information for the negotiation of the long-term agreement.

Use of an interim agreement may not be appropriate in some circumstances.

### Trade waste sampling

Authorised Officers will regularly inspect Trade Waste Premises and conduct Trade Waste sampling and measurement at a frequency according to the category of waste. (Refer to Section 6).

Trade Waste samples are collected and sent to a National Association of Testing Authorities (NATA) registered laboratory and a series of analyses are made on the effluent.

These results are then compared to the Acceptance Criteria as specified in the Trade Waste Agreement. A copy of the Acceptance Criteria is contained in Appendix 2 .

These samples may be collected using either manual or automatic equipment.

Manual sampling may consist of a sample bucket or pump that is lowered down into the sampling point and held in the flow until full. This is then transferred to a sample jar (bottle). Automatic sampling is carried out with an automatic sampler. The sampler can be programmed to take samples either at equal times or flow intervals (flow proportional) and are designed to collect samples over a predetermined period.

### Self monitoring

According to the category of waste, an Occupier may also be required to undertake some self monitoring of the Trade Waste.

This self-regulation monitoring will be outlined in the Trade Waste Agreement and will detail the monitoring program including:

- sampling point;
- frequency of sampling; and
- analyses required.

## 9. Measurement standards

The Customer must monitor Trade Waste discharged to Sewer according to the terms and conditions specified in the Trade Waste Agreement or Permit.

The sampling of Trade Waste should recognise practical limitations and be at a location that excludes the ordinary Domestic Waste generated on site.

### Trade Waste Volume and charge

The rate of discharge and the volume of Trade Waste discharged to Sewer will be determined using one of the following methods:

- 1) using flow metering equipment which accurately measures and records the waste being discharged. The customer shall pay all costs for this monitoring equipment. It may also be a requirement to make this information available on Barwon Water's telemetry system, or
- 2) using flow metering equipment that is approved by an Authorised Officer for measuring the supply of water to the Premises. A percentage of the incoming water may be determined to be Trade Waste; or
- 3) by any other method approved by an Authorised Officer.

The Trade Waste volume charge is determined by the following formula:

$$\text{Trade Waste Volume Charge (\$)} = \text{Volume Measured/Calculated (kL)} * \text{Price Per Kilolitre (\$/kL)}$$

### Non Residential Sewage Volume Charge

The Sewage volume is determined as the difference between the incoming water to the property and the volume of Trade Waste (determined either by method 1 or method 2). This volume is multiplied by a discharge factor to account for losses (such as evaporation). The discharge factor is based on the industry type water usage.

The non-domestic sewage volume is determined using the following formula:

$$\text{Non-Residential Sewage Volume} = [\text{Incoming Water Volume (kL)} - \text{Trade Waste Volume (kL)}] * \text{Discharge Factor}$$

The sewer volume charge is determined by the following formula:

$$\text{Non-Residential Sewage Volume Charge (\$)} = \text{Non-residential sewage volume (kL)} * \text{Price Per Kilolitre (\$/kL)}$$

The customer may be required to install flow measuring equipment and instrumentation to measure and record the waste volume discharged to the sewerage system for charging and compliance monitoring purposes. Any discharge of Trade Waste that is greater than 10 kilolitres per day will require the installation of an accurate flow measuring device. The instrumentation shall record the flow on a continuous basis and a non-resettable totaliser reading in kilolitres must be provided.

The flow metering equipment must be calibrated and certified by a company accredited under AS2415-1980 upon installation and at least once a year thereafter, and the certificate for these works must be submitted to an Authorised Officer on request.

### Quality

In the instance where the discharge of Trade Waste is considered to be above domestic strength for key parameters, Trade Waste quality charges will apply. These charges are calculated on the basis of load for each of the parameters.

Trade Waste quality charges are calculated annually using an average weighting of results from the previous 12 months of samples (or results obtained during any interim agreement). Trade Waste quality charges are subject to review and may be reset if it is determined that there is a variation in quality from the concentration as previously determined.

A customer can request a review of the concentrations used for calculating the quality charges at any time. Any request should be supported by details of process changes and a proposed audit program to demonstrate a change of quality. All associated costs with the review shall be borne by the Occupier.

It should also be noted that different quality charges apply to different locations. The differences give consideration to the actual cost associated with the treating waste at each treatment plant.

Where necessary the Trade Waste discharge to Sewer may need to be continuously monitored and recorded, and this information will need to be made available to an Authorised Officer on request.

Monitoring of the parameters could include (but is not limited to):

- pH;
- temperature;
- electrical conductivity;
- turbidity.

Barwon Water may also require that this information is made available (at the Occupier's expense) on a continuous basis, using telemetry to provide real-time data, at Barwon Water offices.

## 10. Fees and charges

Pursuant to the Act and the Price Determination, the Corporation imposes charges for the reception, conveyance and disposal of Trade Waste.

All Trade Waste fees and charges are reviewed annually. Customers may phone an Authorised Officer on 1300 656 007 to obtain details of charges currently applicable.

Different Trade Waste charge mixes apply within each of the Sewerage Districts of the Corporation.

There are a number of other fees and charges applicable to Trade Waste customers.

### **Application fee**

This is a once-off charge to cover the administrative cost of processing the application for a permit or agreement. This fee is non-refundable.

### **Annual fee**

This annual fee (payable every year on the anniversary of the agreement's approval) is required to cover the costs of Barwon Water managing, monitoring, sampling and treating Trade Waste. The annual fee varies depending on the category of waste.

The annual Trade Waste fee is generally paid in advance and is specific to the Occupier and Premises. Should the business be sold or close down, a pro-rata refund may be requested in writing.

### **Re-sampling and analysis of non-compliant waste**

This fee applies if a Trade Waste discharge is required to be re-sampled as a result of a previous non-compliant discharge.

### **Reassessment of risk ranking charge**

A customer can request a review of the risk ranking to be undertaken due to changes in the process or other improvements relating to the management of Trade Waste at the Premises. Any request should be supported by details of process changes and will be verified by an Authorised Officer who will conduct the reassessment.

### **Asset protection charge**

A review carried out by the Corporation during 2001 provides Trade Waste Permit customers with the option to discharge untreated Trade Waste rather than install a pre-treatment device where it is determined that installation of a grease interceptor trap in an existing building or Premises is impractical. However, for this concession to apply, the Trade Waste Permit customers discharging untreated Trade Waste are required to pay an asset protection charge.

The asset protection charge is determined at a level that will, over time, allow the Corporation to recover most of the additional cleaning and inspection costs for main and branch sewerage pipelines as a result of allowing the discharge of untreated Trade Waste.

### **Septic waste**

The Corporation also issues permits to licensed contractors for receiving, treating and disposing of septic waste at the Corporation's Black Rock and Colac Receiving Stations.

### **Volume charges**

This is a charge based on the acceptance of Trade Waste volume, generally determined by a percentage of the volume recorded on the Trade Waste volume meter or the water meter. The calculation methodology is described in section 9.

## Trade waste quality charges

These are charges passed on to the customer to recover costs incurred by Barwon Water for collection, transportation, and disposal of certain constituents of Trade Waste which are above the strength of typical domestic sewage. Further details on Quality Charges are provided in section 9.

## Exempt trade waste customers

Businesses that are exempt from the requirement of a Trade Waste Agreement or a Trade Waste Permit (refer to Section 5, Table 5.1) are also exempt from paying any licence or permit fees for the discharge of Trade Waste while the exemption applies.

## Contravention charges

These charges are passed on to and payable by the Occupier to recover costs incurred by Barwon Water for investigating and monitoring contraventions of a Trade Waste Agreement or a Trade Waste Permit and facilitating the customer to achieve re-compliance. These charges are determined annually by the Corporation's Board and approved by the ESC. These are based on the Corporation's estimate of the minimum costs incurred as a consequence of and to rectify a contravention and reflect the risk assessment categories of customers. Table 10.1 gives an indication of the current contravention charges.

While these are the charges automatically payable to the Corporation if a customer contravenes a Trade Waste Agreement or a Trade Waste Permit, any additional costs or damages are also recoverable by Barwon Water, as described in section 11.5 below.

**Table 10.1: Contravention Charges**

Nature of contravention	Contravention charge - Category 1 (GTS Exc.)	Contravention charge - Categories 2, 3, 4, 5 (GST Exc.)
Unpermitted Discharge (Breach of applicable Acceptance Standard)	761.59	1,523.21
Reporting Violation (Report improperly signed or certified) (Falsification of report) (Inadequate record keeping) (Failure to report spill or changed discharge)	304.61	761.59
Monitoring Violation (Failure to report additional monitoring) (Improper sampling)	304.61	609.26
Discharge Violation – Type 1 (Waste streams are diluted in lieu of pre-treatment)	761.59	1,523.21
Discharge Violation – Type 2 (Failure to mitigate non-compliance)	380.80	761.59
Treatment Violation (Failure to properly operate and maintain pre-treatment equipment or facility)	380.80	761.59

## 11. Penalties and enforcement

### 11.1. When we can enter your property

The Corporation will always try to give you at least 24 hours notice if we want to enter your property to carry out any inspection or works, unless there is an emergency. In your Trade Waste Agreement or Trade Waste Permit you agree that we may enter your Premises at any time without notice for Trade Waste related purposes.

### 11.2. Identifying our officers and contractors

All our officers and contractors carry identification, which they must show when they come on to your property.

Our officers and contractors need to know if there is anything on your property which could be dangerous to them. Please call our 24-Hour Communication Centre (1300 656 007) if there is any potential danger, such as a guard dog.

### 11.3. Enforcement regime

A Trade Waste customer (ie, Occupier under an Agreement or Permit) that is found to be non-compliant with their Trade Waste Agreement will be managed by way of a four stage process.

#### **Stage 1**

If there is a breach of any element of a Trade Waste Agreement, an initial non-compliance notice is issued informing the Customer of the breach and provides the Customer an opportunity to attend to the issue and respond to the breach (usually 7 days), giving an explanation for why the breach has occurred.

The notice may be issued in writing and either posted or faxed to the customer. This Notice will be marked "PROCEDURE B".

The Authorised Officer will confirm with either a site visit or a period of sampling to confirm whether the breach has been resolved.

#### **Stage 2**

If the customer is found to be again in breach or the non-compliance is considered to be significant a non-compliance notice will again be issued. Please note that a discharge could move into stage 2 immediately if the nature of the breach is significant. The notice provides the Customer an opportunity to attend to the issue and respond to the breach giving an explanation for why the breach has occurred.

The notice may be issued in writing and either posted or faxed to the customer. This Notice will be marked "PROCEDURE A".

The Authorised Officer will confirm with either a site visit or a period of sampling to confirm whether the breach has been resolved.

Contravention charges will apply to any discharger that reaches Stage 2 non-compliance and beyond.

#### **Stage 3**

If, after the allowed period of time, sample analysis or a site visit, the findings do not comply with the Trade Waste Agreement or Permit a non-compliance letter will be issued. This will require the customer to set up a meeting and gives 28 days to achieve compliance.

After 28 days a site visit will be conducted and 3 samples will be collected.

If any one of those samples is not in accordance with the Trade Waste Agreement or Permit a report will be prepared, and the Occupier will move to stage 4 of the non-compliance process.

#### **Stage 4**

A non-compliance notice will be issued in accordance with the Act and it will specify a date for compliance.

After the timeframe given for compliance has elapsed, further samples will be collected by the Authorised Officer. If any one of those samples is non-compliant the Trade Waste Agreement will be terminated and the Trade Waste discharge will be disconnected from Sewer.

Any sample taken as a result of a non-compliance will be subject to a resampling fee.

If the discharge causes or is likely to cause danger or increase hazard to persons or property or does not comply with the applicable Acceptance Criteria, the Authorised Officer may direct the Occupier to cease or vary the discharge immediately.

If the Occupier fails to immediately cease or vary the discharge, the Corporation may take the necessary action to cease or vary the discharge.

If the Occupier commits a breach, the Corporation may give a written notice to remedy the breach. If the Occupier fails to remedy the breach within the timeframe specified the Corporation may terminate the Agreement with immediate effect.

Note: Non-compliance procedures may be adopted or varied at the discretion of Barwon Water. Such considerations may include where the Occupier prepares a Trade Waste Management Plan.

#### 11.4. Prosecutions

A person who commits an offence relating to the discharge of Trade Waste may be prosecuted.

A Person who:

- a) fails to comply with a requirement of the Act or of a Trade Waste Agreement or a Trade Waste Permit; or
- b) fails to do anything directed to be done under the Act or a Trade Waste Agreement or a Trade Waste Permit;  
or
- c) knowingly or recklessly submits erroneous, inaccurate or misleading information to the Corporation in connection with an Application; or
- d) refuses or fails to obey directions of an Authorised Officer with respect to the discharge of Trade Waste where in the opinion of that Authorised Officer the Person has failed to comply or is failing to comply with the Act a Trade Waste Agreement or a Trade Waste Permit,

is guilty of an offence, with a penalty of up to 200 Penalty Units. For a second or subsequent offence the maximum penalty increases to 400 Penalty Units or up to six months imprisonment.

For continuing offences, in addition to the above penalties, a further penalty of up to 80 Penalty Units per day is payable for certain continuing offences.

#### 11.5. Costs incurred by the Corporation

A person who commits any breach relating to the discharge of Trade Waste is liable to pay the Corporation's costs of and incidental to the enforcement of the Act and the Agreement or Permit. That Person is also liable to pay compensation for the cost of protecting or cleaning up the Corporation's assets or works and any other property affected by the illegal discharge.

## 12. Waste management

The Environment Protection Authority supports the following waste hierarchy (in order of preference):

- Avoidance
- Re-use
- Recycling
- Recovery of energy
- Treatment
- Containment
- Disposal

Barwon Water agrees with this philosophy and considers that waste minimisation, the process which reduces as much as possible the amount of industrial waste generated or the amount which requires subsequent treatment, storage or disposal is considered to be good environmental management.

One of Barwon Water's key policy objectives is "to encourage waste minimisation and cleaner production including waste prevention, recycling and pre-treatment of Trade Waste". While the main goal of a waste minimisation program is to reduce or eliminate waste, it will usually bring about an improvement in a company's production efficiency, better public image, often with significant cost savings.

It also minimises the environmental problems, increasing worker safety and protects the sewerage system.

A Trade Waste Management Plan details the firm's strategy to systematically reduce waste generation and is a valuable tool in mapping the company's minimisation options.

Contact a Barwon Water Trade Waste Officer if you require further information on waste minimisation and cleaner production principles. Barwon Water is also able to provide you assistance and information on industry-specific waste minimisation techniques.



### 13. Barwon Water Seal

The foregoing Trade Waste Management Policy was made and adopted by the BARWON REGION WATER CORPORATION and THE COMMON SEAL of the said Corporation was affixed the \_ day of \_\_\_\_\_ 2014 in the presence of:

Member: )  
)  
)  
)

Secretary: )  
)

# Appendix 1 – Words and phrases

Words or phrases appearing in the:

- *Water Act 1989*;
- Regulation;
- Price Determination;
- Trade Waste Agreements;
- Barwon Water's Customer Charter;
- Trade Waste Customer Code,

have where appropriate and if not otherwise contrary to the context, the same or similar meaning in this Policy.

## Definitions

'*Acceptance Criteria*' means the Acceptance Criteria formulated by the *Authority* from time to time under the *Trade Waste Management Policy*.

- adopted by the Corporation; and
- approved by the ESC.

'*Act*' means the *Water Act 1989* as amended or replaced from time to time.

'*Agreement*' means a Trade Waste Agreement.

'*Application*' means an application for Trade Waste agreement and includes both kinds of *Applications* where the context so allows.

'*Authorised Officer*' means a *Person* appointed by the *Authority* to be an *Authorised Officer* for the purposes of the Act.

'*Corporation*' means Barwon Region Water Corporation.

'*Drain*' includes a pipe or other conduit, for the passage of *Ordinary Domestic Waste* or *Trade Waste* discharges from any *Property* to any Sewer.

'*ESC*' means the Essential Services Commission, Victoria

'*GST*' means *GST* within the meaning of the A New Tax System (Goods and Services Tax) *Act 1999* as amended from time to time.

'*Measurement Standards*' means the standards for the measurement of *Trade Waste* as formulated by the *Authority* from time to time under the *Trade Waste Management Policy*.

'*Modified Acceptance Criteria*' means variations to the Acceptance Criteria that may be permitted and imposed by the Corporation in a Trade Waste agreement.

'*Occupier*' means the Person who is the Occupier of the Premises and a customer of the Corporation who enters into a Trade Waste agreement with the Corporation.

'*Occupier*' in relation to:

- a) any *Premises*, includes any *Person* who is in occupation or control of the *Property*;
- b) *Premises* where different parts are occupied by different *Persons*, includes the respective *Persons* in occupation or control of each part, whether or not that *Person* has a proprietary interest in the *Property*.

'*Ordinary Domestic Waste*' means human excreta or domestic waterborne waste, whether untreated or partially treated, but does not include *Trade Waste*.

'*Penalty unit*' means a '*penalty unit*' within the meaning of the Sentencing *Act 1991*.

*'Permit'* means a Trade Waste Permit.

*'Person'* as defined in the Act.

*'Premises'* means the part of a Property or building from which the Trade Waste is produced and may be discharged.

*'Price Determination'* means the Price Determination determined by the ESC that applies from time to time to the Corporation.

*'Property'* includes the whole or part of:

- a) any land, or waterway, including a lot on a plan of subdivision;
- b) any residential, commercial and non-residential buildings and building under construction; and
- c) where the context so permits, includes any mobile and any immobile vehicle or vessel.

*'Receiving Station'* means a *Receiving Station* operated under the control and supervision of the *Authority* for purposes that include receiving *Ordinary Domestic Waste* or *Trade Waste*.

*'Regulation'* means any Trade Waste regulation made pursuant to the Act.

*'Sewer'* means any pipe, channel, tunnel or other conduit which is constructed or provided for the conveyance of *Ordinary Domestic Waste* or *Trade Waste* and is vested in or owned by the *Authority*.

*'Sewerage District'* means every present and future area specified under the *Act* or by Order of the Minister under the *Act* to be a *Sewerage District* of the *Authority*.

*'Trade Waste'* means any waterborne waste but does not include *Ordinary Domestic Waste* as defined in the *Water (Trade Waste) Regulation 2014*.

*'Trade Waste Agreement'* means an agreement to discharge Trade Waste under the *Act* and includes a:

- Trade Waste Agreement – Long Form (Agreement); and
- Trade Waste agreement – Short Form (Permit)

as distributed by the Policy document.

*'Trade Waste Management Policy'* means the *Authority's Trade Waste* management policies from time to time as adopted under the *Act*.

*'Trade Waste Permit'* means a permit issued to a *Person* by the *Authority* in relation to the discharge of *Trade Waste*.

*'Water'* means water, whether or not it contains impurities.

## Appendix 2 – Trade waste acceptance criteria

## Barwon Water's Trade Waste Acceptance Criteria

General limits	
Substance	mg / L
Temperature	<35°
pH	6-10
BOD	500
COD	1200
Suspended Solids	500
Total Dissolved Solids	<i>Note 1</i>
Total Oil/Grease	200
Gross Solids	<i>Note 2</i>
Colour	<i>Note 3</i>
Odour	<i>Note 4</i>
Sulphur	50
Sulphate	1000
Sulphite	15
Sulphide	0.3
Surfactants (MBAS)	100
Ammonia	50
TKN	60
Phosphorus	14
Acrylonitrile	1
Cyanide	1
Inhibition	<i>Note 5</i>
Total Mercaptans	0.5
Triethylamine	1
Trimethylamine	1
Radioactive substances	<i>Note 6</i>
Headspace	<i>Note 7</i>
MEK	1
Pesticides (general)	1

Barwon Water may in some circumstances accept waste containing higher concentrations of these substances. Additional charges for treatment may apply.

**Note 1** - The daily load of Total Dissolved Solids must not exceed 200 kg/day, unless otherwise specified in the Trade Waste Agreement or Permit. The applicable concentration limit will be determined using the allowable maximum daily discharge rate as specified in the trade waste agreement or permit.

**Note 2** - Gross solids contained in Trade Waste must be able to pass through a bar screen with 13mm spaces between bars and have a settling velocity of not more than 3m/h.

**Note 3** - The customer must not discharge Trade Waste containing colour which is noticeable after more than 100 dilutions.

**Note 4** - Non-detectable in 1 per cent dilution or causing an odour problem in Barwon Water's sewerage system.

**Note 5** - The Customer must not discharge any Trade Waste which, when diluted to a 5 per cent solution with sewage, would inhibit the microbiological sewage treatment process applicable to the Trade Waste by more than 20 per cent. Barwon Water must determine the microbiological sewage treatment process.

**Note 6** - The customer must only discharge Trade Waste which complies in all respects with the Health (Radiation Safety) Regulations 1994, as amended from time to time.

**Note 7** - The customer must not discharge Trade Waste to Sewer, which at the nearest point of the Sewer accessible by humans from the discharge, in any respect fails to comply with every relevant Work Safe Australia Exposure Standard relating to short-term exposure levels.

Metals	
Element	Daily Mass Load Limit (g/day)
Aluminium	2500
Arsenic	45
Boron as B	2500
Cadmium	5
Chromium	450
Cobalt	30
Copper	250
Iron	1900
Lead	30
Manganese	250
Mercury	1.2
Nickel	40
Selenium	15
Silver	5
Tin	30
Zinc	450

A mass load approach has been adopted for metal parameters.

The daily load for each respective metal parameter must not exceed the Daily Mass Load Limit. The applicable Concentration Limit for each respective metal parameter is determined using the Maximum Allowable Daily Discharge Rate as specified in the trade waste agreement or permit.

Halogens and Halides	
Substance	Maximum allowable concentration (mg/L)
Bromine (expressed as Br <sub>2</sub> )	1
Chlorine (expressed as Cl <sub>2</sub> )	1
Fluoride	30
Iodine (expressed I <sub>2</sub> )	1
Phenolic substances	
Substance	Maximum allowable concentration (mg/L)
Sum of phenol, monochlorophenol, dichlorophenol and their isomers	100
Trichlorophenol	50
Tetrachlorophenols	10
Pentachlorophenol	5
Aldehydes and Ketones	
Substance	Maximum allowable concentration (mg/L)
Acetone	10
Acrolein	0.05
Furfural	4
Formaldehyde (expressed as HCHO)	0.06

Mononuclear Aromatic Hydrocarbons	
Substance	Maximum allowable concentration (mg/L)
Benzene	0.04
Cumene	0.4
2,4 Dinitrotoluene	130
Ethylbenzene	1.5
Nitrotoluene	5.0
Styrene	0.15
Toluene	1.5
Total Xylenes	1.5

Halogenated Aliphatic Hydrocarbons	
Substance	Maximum allowable concentration (mg/L)
1,2 Dichloroethane	5.0
1,1,1 Trichloroethane	0.6
1,1,2 Trichloroethane	1.1
1,1,2,2 Tetrachloroethane	0.5
Hexachlorethane	0.1
Chloroethane	0.5
1,2 Dichlorethylene	15
Trichloroethylene	0.7
Tetrachloroethylene	0.5
Carbon Tetrachloride	0.03
Methylene Chloride	2
Methyl Chloride	0.05
Methyl Bromide	0.07
Trichloromethane (Chloroform)	0.4
Trichlorofluoromethane	1.2
Dichlorodifluoromethane	0.04
Esters	
Substance	Maximum allowable concentration (mg/L)
Ethyl Acrylate	1.2
Persistent Organochlorine Pesticides	
Substance	Maximum allowable concentration (mg/L)
Aldrin	0.001
Chlordane	0.006
DDT	0.003
Dieldrin	0.001
Heptachlor	0.003
Lindane	0.1
Halogenated Aromatic Hydrocarbons	
Substance	Maximum allowable concentration (mg/L)
Polychlorinated Biphenyls (PCB's)	0.002
Polybrominated Biphenyls (PBB's)	0.002

### Prohibited substances

The Customer must not discharge Trade Waste containing any substance not otherwise mentioned in this Schedule unless specifically authorised under a Trade Waste Agreement.

The following substances must not be discharged:

- fibrous material that, in the opinion of Barwon Water, is likely to cause obstructions in a drain or Sewer.
- any free or floating layer of oil, fat or grease.
- any free or floating layer of organic liquid
- latex, paint, adhesives, rubber and plastic.
- flammable and/or explosive substances unless the customer has demonstrated to the satisfaction of the Authority that there is no possibility of explosion or fires occurring in the sewerage system. In all cases the Trade Waste discharge must not exceed 5 per cent of the lower explosive limit at 25°C.
- medical, clinical, surgery, veterinary, laboratory, or other pathological waste, or required to be rendered non-infectious prior to discharge if they are deemed to be a threat to the health and safety of operations and maintenance personnel or the community.
- any genetically engineered organisms and/or mutant bacteria.



# Appendix 3 – Sample trade waste permit

## Barwon Region Water Corporation

"Corporation"

Name of recipient

Trading as Name of business

"Occupier"

ABN

TW number

"Trade Waste Number"

Issue Date [INSERT]

### Trade Waste Permit

#### Recitals

- A. The Occupier has applied to the Corporation to discharge Trade Waste into a Sewer;
- B. The Corporation agrees to allow the Occupier to discharge Trade Waste into a Sewer in accordance with the terms of this Permit;
- C. This Permit is a Trade Waste Agreement for the purposes of the Act, commencing on the Issue Date.

#### 1. Definitions and Interpretation

##### 1.1. Definitions

Unless the context otherwise indicates, whenever used in this Permit, the following words shall have the following meanings:

"Acceptance Standards" means the Occupier acknowledges by the making of its application and acceptance and thereafter commencement of its right to discharge, that this constitutes agreement under the Act.

"Act" means the Water Act 1989.

"Application" means the Occupier's application to obtain an agreement to discharge Trade Waste.

"Authorised Officer" means a *Person* appointed by the *Corporation* to be an *Authorised Officer* for the purposes of the Act.

"Authorised Trade Waste" means the Trade Waste specified in the Particulars.

"Category" means the categories of Trade Waste based on its make up as defined by Barwon Water including in its Trade Waste Management Policy.

"Corporation" means the Barwon Region Water Corporation.

"Discharge Point" means the point of discharge to the Sewer described in the Particulars.

"Drain" includes a pipe or other conduit, for the passage of Ordinary Domestic Waste or Trade Waste discharges from any Premises to any Sewer.

"ESC" means the Essential Services Commission Victoria.

"Measurement Standards" means the standards for the measurement of Trade Waste as set out in the Corporation's Trade Waste Management Policy, as modified in the Permit Particulars.

"Occupier" means the person described as such in the Particulars.

"Ordinary Domestic Waste" means human excreta or domestic waterborne waste, whether untreated or partially treated, but does not include Trade Waste.

"Permit Particulars" means the particulars contained in the Schedule to this Permit.

"Person" includes an individual, a corporation, an association incorporated under the Associations Incorporation Act 1981, a partnership and an unincorporated association. It also includes Municipal, council and other statutory authorities and corporations (but does not include the Corporation) and government departments of the Commonwealth, Victoria and of other States and Territories.

"Premises" means the premises described as such in the Particulars.

"Resolution Panel" means the panel that may be established in relation to disputes, detailed in clause 11.

"Sewer" means any pipe, channel, tunnel or other conduit which is constructed or provided for the conveyance of Ordinary Domestic Waste or Trade Waste and is vested in or owned by the Corporation.

"Term" means the period of this Permit described in the Particulars.

"Trade Waste" means any waterborne waste but does not include Ordinary Domestic Waste.

"Trade Waste Management Policy" means the Corporation's trade waste management policies from time to time as adopted by the Corporation under the Act.

"Treatment Facility" means any facility, machinery, construction or equipment which is used to treat or otherwise alter Trade Waste prior to its discharge to any Sewer.

"Water" means water, whether or not it contains impurities.

## **1.2. Interpretation**

In this Permit:

- a) words denoting the singular include the plural and vice versa;
- b) words denoting individuals include partnerships and corporations and vice versa;
- c) headings are for convenience only and do not affect interpretation;
- d) if more than one party is identified as the Occupier, that expression refers to them, and the obligations of the Occupier under this Permit will bind them, jointly and severally
- e) references to any party to this Permit include its successors or permitted assigns;
- f) references to clauses, Schedules or exhibits are references to clauses, Schedules or exhibits of or to this Permit;
- g) references to this Permit and any deed, Permit or instrument are deemed to include references to this Permit or such other deed, Permit or instrument as amended, novated, supplemented, varied or replaced from time to time;
- h) words denoting any gender include all genders;
- i) a reference to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment of or any statutory provision substituted for that

legislation, section or provision and ordinances, by-laws, regulations and other statutory instruments issued under that legislation, section or provision;

- j) a reference to "\$" or "dollar" is to Australian currency;
- k) reference to "day" means calendar day; and
- l) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.

## **2. Discharge of Trade Waste**

### **2.1. Authority to Discharge**

The Occupier may discharge Authorised Trade Waste from the Premises into the Discharge Point for the period of the Term strictly in accordance with the terms of this Permit.

The Occupier may not otherwise discharge any Trade Waste into any Sewer.

### **2.2. Compliance with Acceptance Criteria**

The Occupier must not discharge Trade Waste other than in accordance with, variously:

- a) the Approved Acceptance Criteria; and
- b) the Modified Acceptance Criteria, which to the extent of any inconsistency have priority over the Approved Acceptance Criteria; and
- c) after requirements as directed by the Corporation from time to time.

The Occupier must not discharge any Trade Waste into any Sewer that does not comply with this Trade Waste agreement.

The Occupier must not allow the concentration of Trade Waste to be reduced by diluting the Trade Waste with Water unless otherwise permitted or directed by this Permit.

### **2.3. Rate and Flow of Discharge**

The Occupier may only discharge Authorised Trade Waste in accordance with this Permit at the rates, times and flows specified in the Schedule and any other requirements of the Corporation which are notified to the Occupier by the Corporation from time to time.

## **3. Drain, Sewer and pre-treatment requirements**

The Occupier must install within a time specified in the Schedule, the Treatment Facility identified in the Schedule. The Occupier must ensure that it maintains all pre-treatment facilities in a condition that is satisfactory to the Corporation.

The Occupier must submit to the Corporation at times required by the Corporation all information requested by the Corporation that relates to Water usage on the Premises or Trade Waste or Ordinary Domestic Waste discharged to Sewer. This includes records of all maintenance and cleaning works undertaken on the Occupier's pre-treatment facilities.

The Occupier authorises and consents to its contractors, employees and agents providing information of the kind described above to the Corporation as requested by the Corporation.

## **4. Payment**

### **4.1. Fees and Charges**

In consideration of authorising the Occupier to discharge Authorised Trade Waste in accordance with this Permit the Occupier must pay to the Corporation:

- a) the fees and charges set out in the Schedule at the times stated in the Schedule;

- b) any adjustment to the fees and charges set out in the Schedule which are notified to the Occupier in writing by the Corporation;
- c) on demand, any other amounts the Corporation may charge the Occupier in accordance with the Act or the Trade Waste Management Policy.

#### **4.2. Adjustment of Fees**

Without limiting clause 6, the Corporation may by amendment of its Trade Waste Management Policy or by specific notice in writing to the Occupier adjust or otherwise alter the type, basis and quantity of any fees or charges payable under this Permit including (without limitation) the introduction of new fees and charges upon written notice to the Occupier. The Occupier shall pay any adjusted fees and charges.

#### **5. Entry on to Premises**

The Occupier hereby consents to an Authorised Officer entering or otherwise having access to the Premises at any time, without notice, for the purpose of inspecting the Premises, taking samples, conducting tests or carrying out any other function under the Act or for determining or testing that the Occupier is complying with the requirements of this Permit.

#### **6. Variations**

The Acceptance Criteria set the permissible range of levels of the various characteristics of Trade Waste which may be discharged to a Discharge Point. The Occupier must use all reasonable endeavours to minimise the levels of the various characteristics of Trade Waste.

The Corporation may by amendment of its Trade Waste Management Policy or by specific notice in writing to the Occupier alter or otherwise vary any provisions of this Permit, including without limitation the Acceptance Criteria, at any time. On any variation of the Acceptance Criteria the Occupier shall be obliged to comply with such varied standards.

#### **7. Ownership of Trade Waste**

The Corporation shall own any Trade Waste once it is discharged into a Sewer.

Ownership of Trade Waste in accordance with this clause does not limit, release or excuse the Occupier from any liability to the Corporation or any other person for environmental, health or any other harm or damage resulting from the nature of the Trade Waste or its discharge.

#### **8. Ceasing Discharge**

The Corporation may direct the Occupier to cease or vary its discharge of Trade Waste immediately at any time during the Term. Upon such direction being given the Occupier must immediately cease or vary its discharge in accordance with the requirements of the Corporation's notice.

If the Occupier fails to immediately cease or vary the discharge in accordance with the Corporation Notice, the Corporation may take such action as is necessary to cease or vary the discharge. The Occupier hereby:

- a) releases and indemnifies the Corporation from any loss, expense, cost or damage the Occupier suffers;
- b) indemnifies the Corporation from any claim for loss, expense, cost or damage made by any third party against the Occupier or the Corporation; and
- c) indemnifies the Corporation from any loss, expense, cost or damage suffered by the Corporation, arising out of or in connection with any action taken by it or action taken by the Corporation in accordance with clause 8.

#### **9. Risk and Indemnities**

##### **9.1. Generally**

The Occupier acknowledges that it discharges Trade Waste into any Sewer at its own risk.

## **9.2. Occupier Release**

The Occupier releases the Corporation from all claims for loss, damage, cost or expense arising out of or in connection with the discharge of Trade Waste into a Sewer or the cessation of discharging Trade Waste into a Sewer whether in accordance with the terms of this Permit or not.

## **9.3. Occupier Indemnity**

The Occupier indemnifies the Corporation:

- a) against all claims made by any third party for loss, damage, cost or expense arising out of or in connection with the discharge of Trade Waste into a Sewer whether discharged in accordance with the terms of this Permit or not except to the extent that the Corporation causes or contributes to the loss, damage, cost or expense;
- b) from any loss, damage, cost or expense incurred by the Corporation:
  - (i) due to any damage occasioned to a Sewer or any of the Corporation's property arising out of or in connection with the discharge of Trade Waste into a Sewer whether discharged in accordance with the terms of this Permit or not;
  - (ii) due to any loss, damage, cost, injury or expense suffered by any Corporation's employee arising out of or in connection with the discharge of Trade Waste into a Sewer if not discharged in accordance with the terms of this Permit,
  - (iii) except to the extent that the Corporation causes or contributes to the loss, damage, cost or expense

## **10. Termination**

The Corporation may terminate this Permit at any time by giving 7 days notice in writing.

## **11. Dispute Resolution**

### **11.1. Disputes**

Any dispute arising out of this Permit or concerning the performance or the non-performance by either party of its obligations under this Permit must be referred, upon the giving of seven (7) days' written notification by either party, to a Resolution Panel:

- a) consisting of at least two members;
- b) with each party appointing at least one, and otherwise, an equal number of members; and
- c) which shall meet within 30 days of the notice of dispute or if agreed by the parties, up to 60 days.

### **11.2. Decision**

Any unanimous decision of the Resolution Panel is binding on the parties, however, if the Resolution Panel either fails to reach a decision on the matter or one or both parties fail to comply with its obligation to participate in this process, the dispute may be resolved by mediation or arbitration, if the parties so agree, or by recourse to the Courts.

### **11.3. Urgent action**

The provisions of this Permit regarding dispute resolution does not prevent any party from obtaining any injunctive, declaratory or interlocutory relief from a Court which may be urgently required.

### **11.4. Payments**

Notwithstanding the existence of a dispute, the parties must continue to perform their respective obligations under this Permit. The parties acknowledge that if the Occupier disputes an invoice received from the Corporation, the Occupier must pay any undisputed amount but may withhold any

disputed amount, until such time as the process contemplated within this General Condition is complete.

#### **11.5. Complaints and Dispute Policy**

Nothing in this clause 11 diminishes the right of the Occupier to:

- a) utilise any complaint escalation procedure established by the Corporation or arising out of legislation or regulation;
- b) in the case of a technical or economic asset of the Trade Waste Management:
- c) to agree with the Corporation to engage the services of an independent expert or mediator to help resolve a complaint;
- d) to request the ESC to consider the technical or economic matter.

#### **12. Governing Law**

This Permit is governed by and will be construed according to the laws of Victoria.

Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Permit.

#### **NOTICES**

*IF YOU CONTRAVENE THE REQUIREMENTS OF THIS PERMIT YOU MAY INCUR ADDITIONAL CHARGES ('CONTRAVENTION CHARGES') AS SET OUT IN BARWON WATER'S TRADE WASTE MANAGEMENT POLICY. YOU ARE ALSO COMMITTING AN OFFENCE UNDER THE WATER ACT 1989. THIS MAY RESULT IN YOU BEING PROSECUTED BY CHARGE AND SUMMONS.*

*YOU CAN CONSULT THE CORPORATION WEBSITE FOR:*

- *COPIES OF THE LATEST TRADE WASTE MANAGEMENT POLICY;*
- *THE ACCEPTANCE CRITERIA;*
- *THE TRADE WASTE CUSTOMER CHARTER.*

## Schedule

<b>Occupier</b>	Name of recipient
<b>Trading as</b>	Name of business
<b>Trade waste number</b>	TW no.
<b>Premises</b>	Installation address
<b>Trade waste permit issue date</b>	Approved date
<b>Term</b>	No. of years
<b>Trade waste risk category</b>	Risk ranking
<b>Trade waste risk rating</b>	Rank description
<b>Authorised business/trade waste</b>	Business type

### Trade waste fees and charges as at the commencement date of this permit

Note: Not an invoice – you will be invoiced separately

Application fee (Per annum / GST exempt)	Annual fee (Per annum / GST exclusive)	Asset protection fee (Per annum / GST exempt)
Application fee	Annual fee	Asset protection fee

### Pre-treatment Apparatus(es) Required

As a minimum the following pre-treatment is required

Device	Size (litres)	Required maintenance type	Required maintenance frequency

### Acceptance criteria

The standards for the discharge of trade waste as set out in the corporation's Trade Waste Management Policy apply without modification.



# Appendix 4 – Sample trade waste agreement

## Barwon Region Water Corporation

"Corporation"

Company Name

Trading As Trading Name

"Occupier"

Company Number

"Trade Waste Number"

## Trade Waste Agreement

### Recitals

- A. The Occupier has applied to the Corporation to discharge Trade Waste into a Sewer;
- B. The Corporation agrees to allow the Occupier to discharge Trade Waste into a Sewer in accordance with the terms of this Agreement;
- C. This is a Trade Waste Agreement for the purposes of the Act.

## 1 Definitions and Interpretation

### 1.1 Definitions

Unless the context otherwise indicates, whenever used in this Agreement, the following words shall have the following meanings:

"Acceptance Criteria" means:

- a) Approved Acceptance Criteria, approved by the ESC and set out in Schedule 2, Part 2.1; and
- b) Modified Acceptance Criteria, specific to this Agreement and set out in Schedule 2, Part 2.2.

"Act" means the Water Act 1989.

"Application" means the Occupier's application to enter into a Trade Waste Agreement.

"Authorised Officer" means a *Person* appointed by the *Corporation* to be an *Authorised Officer* for the purposes of the Act.

"Authorised Trade Waste" means the Trade Waste specified in the Particulars.

"Category" means the categories of Trade Waste based on its make up as defined by Barwon Water in its Trade Waste Management Policy.

"Corporation" means the Barwon Region Water Corporation.

"Discharge Point" means the point of discharge to the Sewer described in the Particulars.

"Drain" includes a pipe or other conduit, for the passage Ordinary Domestic Waste or Trade Waste discharges from any Premises to any Sewer.

"ESC" means the Essential Services Commission Victoria.

"Measurement Standards" means the standards for the measurement of Trade Waste as set out in the Corporation's Trade Waste Management Policy, as modified in Schedule 3 of this Agreement.

"Occupier" means the person described as such in the Particulars.

"Ordinary Domestic Waste" means human excreta or domestic waterborne waste, whether untreated or partially treated, but does not include Trade Waste.

"Particulars" means the particulars contained in Schedule 1 to this Agreement.

"Person" includes an individual, a corporation, an association incorporated under the Associations Incorporation Act 1981, a partnership and an unincorporated association. It also includes Municipal, council and other statutory authorities and corporations (but does not include the Corporation) and government departments of the Commonwealth, Victoria and of other States and Territories.

"Premises" means the premises described as such in the Particulars.

"Price Determination" means the Corporation Price Determination approved by the ESC.

"Receiving Station" means a receiving station operated under the control and supervision of the Corporation for purposes that include receiving Ordinary Domestic Waste or Trade Waste.

"Regulation" means any regulation under the Act.

"Resolution Panel" means the panel that may be established in relation to disputes, detailed in clause 16.

"Sewer" means any pit, pipe, channel, tunnel or other conduit which is constructed or provided for the conveyance of Ordinary Domestic Waste or Trade Waste and is vested in or owned by the Corporation.

"Term" means the period of this Agreement described in the Particulars.

"Trade Waste" means

- a) waterborne waste other than Ordinary Domestic Waste, which is suitable, according to criteria of the Authority, including as detailed in its Trade Waste Management Policy, for discharge to Sewer; or
- b) any other matter that is prescribed by Regulation made under the Act.

"Trade Waste Management Policy" means the Corporation's trade waste management policies from time to time as adopted by the Corporation.

"Treatment Facility" means any facility, machinery, construction or equipment which is used to treat or otherwise alter Trade Waste prior to its discharge from a Premises to any Sewer.

"Water" means water, whether or not it contains impurities.

## **1.2 Interpretation**

In this Agreement:

- a) words denoting the singular include the plural and vice versa;
- b) words denoting individuals include partnerships and corporations and vice versa;
- c) headings are for convenience only and do not affect interpretation;
- d) if more than one party is identified as the Occupier, that expression refers to them, and the obligations of the Occupier under this Agreement will bind them, jointly and severally;
- e) references to any party to this Agreement include its successors or permitted assigns;
- f) references to clauses, Schedules or exhibits are references to clauses, Schedules or exhibits of or to this Agreement;
- g) references to this Agreement and any deed, agreement or instrument are deemed to include references to this Agreement or such other deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
- h) words denoting any gender include all genders;
- i) a reference to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment of or any statutory provision substituted for that legislation, section or provision and ordinances, by-laws, regulations and other statutory instruments issued under that legislation, section or provision;
- j) a reference to "\$" or "dollar" is to Australian currency;
- k) reference to "day" means calendar day; and
- l) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning/

## 2 Discharge of Trade Waste

### 2.1 Authority to Discharge

The Occupier may discharge Authorised Trade Waste from the Premises into the Discharge Point during the Term, strictly in accordance with the terms of this Agreement.

The Occupier may not otherwise discharge any Trade Waste into any Sewer.

### 2.2 Compliance with Acceptance Criteria

The Occupier must not discharge Trade Waste other than in accordance with, variously:

- a) the Approved Acceptance Criteria; and
- b) the Modified Acceptance Criteria, which to the extent of any inconsistency have priority over the Approved Acceptance Criteria; and
- c) other requirements as directed by the Corporation from time to time.

The Occupier must not discharge any Trade Waste into any Sewer that does not comply with this Trade Waste Agreement.

The Occupier must not allow the concentration of Trade Waste to be reduced by diluting the Trade Waste with Water unless otherwise permitted or directed by this Agreement.

### 2.3 Rate and Flow of Discharge

The Occupier may only discharge Authorised Trade Waste in accordance with the rates, times and flows specified in Schedule 4.

### 2.4 Other requirements

The Occupier must at all times comply with the conditions set out in Schedule 4 relating to:

- a) the capacity of any storage required to control the rate of discharge of Authorised Trade Waste to any Sewer or a Drain;
- b) the hours of the day and days of the week during which Authorised Trade Waste is to be discharged; and
- c) the treatment processes and any Treatment Facilities to be used to regulate the quality, quantity and rate of discharge of waste prior to its discharge to the Sewer or Drain.

## 3 Drain, sewer and pre-treatment requirements

### 3.1 Occupier's Obligations

The Occupier must ensure that:

- a) any Treatment Facility for Trade Waste (including Authorised Trade Waste) on the Premises connecting to any Sewer; and
- b) any Drain on the Premises either upstream or downstream of any such Treatment Facility for Trade Waste (including Authorised Trade Waste),

are constructed, installed and maintained in a manner consistent with any relevant performance specifications (including performance standards specified by the Corporation) and good industry practice and otherwise to the Corporation's satisfaction.

### 3.2 Installation of Treatment Facilities

The Occupier must install within a time specified by the Corporation any Treatment Facility required by the Corporation to be installed so as to:

- a) facilitate or improve the compliance of any Trade Waste with the Acceptance Criteria;
- b) allow compliance of any discharged Trade Waste with any new or altered Acceptance Criteria that may be imposed from time to time.

Such installation must:

- c) be performed at the Occupier's cost; and

- d) comply with the requirements of any relevant performance specification (including performance standards specified by the Corporation) and good industry practice and otherwise to the Corporation's satisfaction.

### **3.3 Maintenance of Treatment Facilities and Drains**

- a) The Occupier must ensure that any Treatment Facilities and Drains are at all times in correct adjustment and proper working condition.
- b) Treatment Facilities and Drains on the Premises must not be modified or altered in a way which may affect the quality of Trade Waste discharged without the prior written approval of the Corporation.

## **4 Payment**

### **4.1 Fees and Charges**

The Occupier to discharge Authorised Trade Waste in accordance with this Agreement the Occupier must pay to the Corporation:

- a) the fees and charges set out in the Trade Waste Management Policy from time to time and at the times stated in the Trade Waste Management Policy; and
- b) the fees and charges set out in the Particulars at the times stated in the Particulars; and
- c) on demand, any other amounts the Corporation may charge the Occupier in accordance with the Act, Price Determination or the Trade Waste Management Policy and this Agreement.

### **4.2 Adjustment of Fees and Charges**

Without limiting clause 8.2, the Corporation may at any time during the Term alter or adjust the fees and charges payable pursuant to the Trade Waste Management Policy or this Agreement by written notice. The Occupier is liable to pay any such adjusted fees and charges in accordance with such written notice upon the same terms as this Agreement.

## **5 Entry on to Premises**

The Occupier hereby consents to an Authorised Officer entering or otherwise having access to the Premises at any time, without notice, for the purpose of inspecting the Premises, taking samples, conducting tests or carrying out any other function under the Act or for determining or testing that the Occupier is complying with the requirements of this Agreement.

## **6 Information to be submitted to the Corporation**

The Occupier must provide to the Corporation at times required by the Corporation:

- a) details of all Water usage on the Premises;
- b) details of the quality of Trade Waste and Ordinary Domestic Waste discharged to the sewer or drain;
- c) chemical material safety data sheets for any material which is, or could become, Trade Waste;
- d) calibration certificates for any Trade Waste monitoring equipment;
- e) records of all maintenance and cleaning works undertaken on the Occupier's Treatment Facilities; and
- f) any other information which the Corporation requires to allow it to monitor the Occupier's compliance with this Agreement and the Trade Waste Management Policy.

The Occupier authorises and consents to its contractors, employees and agents providing information of the kind described above to the Corporation as requested by the Corporation.

## **7 Measurement of Trade Waste**

### **7.1 Measurement requirements**

- a) The volume, rate and characteristics of Trade Waste must be measured by the Occupier in accordance with the Measurement Standards.
- b) The Corporation may undertake sampling and analysis of Trade Waste discharged to any Sewer from the Premises at any time.

- c) The Corporation may require the Occupier to provide information in relation to waste water quality, including the concentration of any component or characteristic of any Trade Waste discharged into a Sewer, including in accordance with the Measurement Standards.

## **7.2 Monitoring**

- a) The Occupier must:
  - (i) undertake any self monitoring;
  - (ii) install any volume monitoring or quality monitoring equipment, in accordance with the requirements of Schedule 5.
- b) The Corporation, at any time, may install or require the Occupier to install at the Occupier's cost:
  - (i) approved chambers for sampling and measurement of Trade Waste;
  - (ii) such equipment as the Corporation considers necessary to measure the level of any component or characteristic of any Trade Waste.

## **7.3 Costs of measurement and monitoring**

All expenses and costs incurred by the Corporation or the Occupier under clause 7 must be borne by the Occupier. Any such cost incurred by the Corporation will be invoiced to the Occupier and must be paid by the Occupier in no less than 30 days from the provision of that invoice.

# **8 Variations**

## **8.1 Generally**

The Acceptance Criteria set the permissible range of levels of the various characteristics of Trade Waste which may be discharged to a Discharge Point and the Occupier must use all reasonable endeavours to minimise the levels of the various characteristics of Trade Waste.

## **8.2 Varying Standards**

- a) The Corporation may by amendment of its Trade Waste Management Policy or by specific notice in writing to the Occupier make alterations or changes to any provisions of this Agreement, including (without limitation):
  - (i) the Acceptance Criteria (including any modifications applicable to the discharge of Trade Waste from the Premises as set out in Schedule 2);
  - (ii) the Measurement Standards (including any modifications applicable to the discharge of Trade Waste from the Premises as set out in Schedule 3);
  - (iii) the requirements set out in Schedule 4; and
  - (iv) the monitoring requirements set out in Schedule 5.
- b) Any notice under paragraph (a) may contain details of:
  - (i) the change proposed;
  - (ii) when the change is required to take effect; and
  - (iii) any effect that the change is to have on the fees or charges to be paid pursuant to this Agreement.
- c) The Corporation may by issuing to the Occupier a notice under paragraph (a) make changes to the standards and requirements by having regard (without limitation) to any of the following matters:
  - (i) best practice standards for the industry or operation to which this Agreement applies;
  - (ii) the need for continuous improvement in waste minimisation;
  - (iii) the need for continuous improvement in standards and techniques for the measurement of Trade Waste;
  - (iv) the need to ensure that Trade Waste discharged to Sewers;

- A. safeguards the safety of maintenance personnel working in or adjacent to Sewers or facilities;
  - B. safeguards Sewers, associated structures and equipment against corrosion, damage, blockage and overflows;
  - C. protects future sewerage purification processes against substances which prevent their operation or substantially reduce their efficiency or effectiveness;
- (v) the requirements of the Corporation's Environment Protection Authority Discharge Licence in relation to the outfall sewer at any water reclamation plant owned or operated by the Corporation and the need to ensure that effluent discharged from those facilities complies with Environment Protection Authority Licence limits
  - (vi) The need to provide for sustainable beneficial use of biosolids produced by any water reclamation plant owned or operated by the Corporation.
- d) The Occupier must comply with any changes made by a notice under paragraph (a) from the date specified in the notice referred to in paragraph (b).

### **8.3 Standards not Specified**

Where any characteristic of Trade Waste is not specifically mentioned in the Acceptance Criteria, the Corporation may in its sole discretion instruct the Occupier as to the permissible range of concentrations or levels of such component or characteristic that may be discharged in accordance with this Agreement.

## **9 Corporation's Obligations**

The Corporation shall ensure that any of its employees, which enter upon the Occupier's Premises in accordance with this Agreement, comply to the extent possible in the circumstances with all site policies relating to health, safety and environment notified by the Occupier to the Corporation from time to time, including all proper directions as to safety or safe practises issued on behalf of the Occupier.

## **10 Ownership of Trade Waste**

- a) The Corporation shall own any Trade Waste once it is discharged into a Sewer.
- b) Ownership of Trade Waste in accordance with this clause does not limit, release or excuse the Occupier from any liability to the Corporation or any other person for environmental, health or any other harm or damage resulting from the nature of the Trade Waste or its discharge.

## **11 Urgent Protection**

### **11.1 Ceasing Discharge**

In the event that any discharge:

- a) causes, or in the opinion of the Corporation any discharge is likely to cause, danger or increased hazard to persons, the environment, to a Sewer or other Corporation property or any other property;
- b) does not comply with any of the Acceptance Criteria,

the Corporation may direct the Occupier to cease or vary such discharge immediately.

### **11.2 Failure to Cease Discharge**

If the Occupier fails to immediately cease or vary the discharge in accordance with a direction under clause 11.1, the Corporation may take such action as is necessary to cease or vary the discharge. The Occupier hereby:

- a) releases and indemnifies the Corporation from any loss, expense, cost or damage the Occupier suffers;
- b) indemnifies the Corporation from any claim for loss, expense, cost or damage made by any third party against the Occupier or the Corporation; and
- c) indemnifies the Corporation from any loss, expense, cost or damage suffered by the Corporation,

arising out of or in connection with any action taken by it or action taken by the Corporation in accordance with clause 11.

### **11.3 Resumption of Discharge**

The Occupier may only recommence discharge in accordance with this Agreement once the Corporation is satisfied that:

- a) any danger or increased hazard to that caused the cessation or variation has, in the opinion of the Corporation, ceased; or
- b) the discharge complies with any Acceptance Standard,

and the Corporation has given written notice to the Occupier authorising it to recommence discharge in accordance with this Agreement.

## **12 Risk and Indemnities**

### **12.1 Generally**

The Occupier acknowledges that it discharges Trade Waste into any Sewer at its own risk.

### **12.2 Occupier Release**

The Occupier releases the Corporation from all claims for loss, damage, cost or expense arising out of or in connection with the discharge of Trade Waste into a Sewer or the cessation of discharging Trade Waste into a Sewer whether in accordance with the terms of this Agreement or not.

### **12.3 Occupier Indemnity**

The Occupier indemnifies the Corporation:

- a) against all claims made by any third party for loss, damage, cost or expense arising out of or in connection with the discharge of Trade Waste into a Sewer whether discharged in accordance with the terms of this Agreement or not except to the extent that the Corporation causes or contributes to the loss, damage, cost or expense;
- b) from any loss, damage, cost or expense incurred by the Corporation:
  - (i) due to any damage occasioned to a Sewer or any of the Corporation's property arising out of or in connection with the discharge of Trade Waste into a Sewer whether discharged in accordance with the terms of this Agreement or not;
  - (ii) due to any loss, damage, cost, injury or expense suffered by any Corporation's employee arising out of or in connection with the discharge of Trade Waste into a Sewer if not discharged in accordance with the terms of this Agreement,

except to the extent that the Corporation causes or contributes to the loss, damage, cost or expense.

## **13 Waste Management**

The Occupier shall comply with the waste management requirements set out in Schedule 6.

## **14 Termination**

### **14.1 Corporation Termination No Default**

The Corporation may terminate this Agreement at any time by giving 30 days notice in writing.

### **14.2 Corporation Termination Occupier Default**

- a) If the Occupier commits any breach of this Agreement the Corporation may give written notice to the Occupier to remedy the breach and specifying the time by which the breach must be remedied.
- b) If the Occupier fails to remedy the breach at all, to the satisfaction of the Corporation; or
- c) within the time specified in the notice issued under paragraph a), the Corporation may terminate the Agreement with immediate effect.

### **14.3 Occupier Termination**

The Occupier may terminate this Agreement upon notice in writing sent to the Corporation. Upon terminating pursuant to this clause the Occupier:



- a) must immediately cease discharge of any Trade Waste;
- b) must pay the remainder of any outstanding fees and charges for which it is liable to pay pursuant to this Agreement.

## 15 GST

**15.1 Unless otherwise stated the amounts shown in this Agreement are exclusive of GST.**

**15.2 If GST is payable on any supply made under or in connection with this Agreement:**

- a) the consideration otherwise provided for that supply is increased by the amount of that GST; and
- b) the recipient must make payment of the increase as and with the consideration otherwise provided for that supply is increased by the amount of that GST; and
- c) the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided or if the consideration has already been paid or provided, within seven days of receiving a written demand from the supplier.

## 16 Dispute Resolution

### 16.1 Disputes

Any dispute arising out of the Agreement or concerning the performance or the non-performance by either party of its obligations under the Agreement must be referred, upon the giving of seven (7) days' written notification by either party, to a Resolution Panel:

- a) consisting of at least two members;
- b) with each party appointing at least one, and otherwise, an equal number of members; and
- c) which shall meet within 30 days of the notice of dispute or if agreed by the parties, up to 60 days.

### 16.2 Decision

Any unanimous decision of the Resolution Panel is binding on the parties, however, if the Resolution Panel either fails to reach a decision on the matter or one or both parties fail to comply with its obligation to participate in this process, the dispute may be resolved by mediation or arbitration, if the parties so agree, or by recourse to the Courts.

### 16.3 Urgent action

The provisions of this agreement regarding dispute resolution do not prevent any party from obtaining any injunctive, declaratory or interlocutory relief from a Court which may be urgently required.

### 16.4 Payments

Notwithstanding the existence of a dispute, the parties must continue to perform their respective obligations under this agreement. The parties acknowledge that if the Occupier disputes an invoice received from the Corporation, the Occupier must pay any undisputed amount but may withhold any disputed amount, until such time as the process contemplated within this General Condition is complete.

### 16.5 Complaints and Dispute Policy

Nothing in this clause 16 diminishes the right of the Occupier to:

- a) utilise any complaint escalation procedure established by the Corporation or arising out of legislation or Regulation;
- b) in the case of a technical or economic asset of the Trade Waste Management:
  - (i) to agree with the Corporation to engage the services of an independent expert or mediator to help resolve a complaint;
  - (ii) to request the ESC to consider the technical or economic matter.

## 17 Notices

Any communication under or in connection with this Agreement:

- a) must be in writing;
- b) must be addressed as shown below:

Name:	Barwon Region Water Corporation
Address:	PO Box 659 Geelong Victoria 3220
Fax no:	03 5226 9140
For the attention of:	Source Management Engineer
Trade Waste No.	Company Number

(or as otherwise notified by that party to the other party from time to time);
- c) must be signed by the party making the communication or (on its behalf) by the lawyer for, or by any attorney, director, secretary, or authorised agent of, that party;
- d) must be delivered or posted to the address, or sent by fax to the number, of the addressee, in accordance with paragraph (b); and
- e) will be deemed to be received by the addressee:
  - (i) (in the case of post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting by airmail to an address outside Australia;
  - (ii) (in the case of fax) at the local time (in the place of receipt of that fax) which then equates to the time to which that fax is sent, shown on the transmission report from the machine from which that fax is sent and which confirms transmission of that fax in its entirety.
  - (iii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in paragraph (b), provided:
  - (iv) any receipt or delivery by fax or delivery made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day, and
  - (v) and where "business day" means a day not being a Saturday or Sunday or a public holiday in Victoria.

## 18 General

### 18.1 Action by Corporation

Any provision of this agreement that refers to the Corporation giving a notice, direction or taking any action may be given, made or taken by an employee or Authorised Officer of the Corporation.

### 18.2 Governing law

This Agreement is governed by and will be construed according to the laws of Victoria.

### 18.3 Jurisdiction

- a) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement.
- b) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within paragraph (a) of this clause.

#### **18.4 Waiver**

- a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Agreement by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.
- b) Any waiver or consent given by any party under this Agreement will only be effective and binding on that party if it is given or confirmed in writing by that party.
- c) No waiver of a breach of any term of this Agreement will operate as a waiver of another breach of that term or of a breach of any other term of this Agreement.

#### **18.5 Assignment**

The Occupier cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Corporation.

#### **18.6 Counterparts**

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, all of which together constitute one agreement.

#### **18.7 No representation or reliance**

- a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- b) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Agreement.

#### **18.8 Indemnities**

Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Agreement.

It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Agreement.

**EXECUTED AS AN AGREEMENT**

SIGNED for and on behalf of  
BARWON WATER by its Authorised  
Delegate

Delegate: .....

Print name: .....

Witness: .....

Print Name: .....

The Occupier (If a Company)

THIS DOCUMENT WAS EXECUTED

By \*                      Company Name

in accordance with Section 127 of the  
Corporations Act in the presence of

Director: .....

Print Name \* .....

Secretary: .....

Print Name \* .....

\* Print full names of Company, Director and Secretary, respectively.

**The Occupier (If a Partnership or Sole Trader)**

**THIS DOCUMENT WAS EXECUTED**

By \*                      Business Name

in the presence of

Signature:                      .....

Print Name \*                      .....

Witness:                      .....

Print Name \*                      .....

\* Print full names of Business, Business Owner and Witness, respectively.

(Delete, whichever is not applicable)

## Schedule 1 - Particulars

<b>Authorised Trade Waste (Clause 1)</b>	Specify particular Trade Waste to be discharged
<b>Premises</b>	Specify the address and/or title particulars of the Premises
<b>Discharge Point (Clause 1)</b>	Specify point where TW may be discharged
<b>Sample Point</b>	Specify point where TW may be sampled
<b>Receiving Water Reclamation Plant</b>	Specify receiving WRP
<b>Occupier (Clause 1)</b>	
<b>Trade Waste Number</b>	
<b>Commencement Date (Clause 1)</b>	Specify commencement date of agreement (2 months from date documentation to be forwarded)
<b>Term (Clause 1)</b>	Specify life of agreement
<b>Risk Category and Rating</b>	
<b>Fees</b>	<p>Annual Fee</p> <p>Volumetric Charge</p> <p>Quality Charges</p> <p>Barwon Water will only impose fees and charges in connection with Trade Waste in accordance with the prices and pricing principles set out in the Price Determination made by the Essential Services Commission for Barwon Water.</p> <p>Barwon Water's approved pricing schedule for Trade Waste is available on its website:</p> <p><a href="http://www.barwonwater.vic.gov.au">www.barwonwater.vic.gov.au</a></p>

## Schedule 2

### Part 2.1 – Approved Acceptance Criteria

General Limits	
Substance	mg/L
Temperature	<35°
pH	6-10
BOD	500
COD	1200
Suspended Solids	500
Total Dissolved Solids	Note 1
Total Oil/Grease	200
Gross Solids	Note 2
Colour	Note 3
Odour	Note 4
Sulphur	50
Sulphate	1000
Sulphite	15
Sulphide	0.3
Surfactants (MBAS)	100
Ammonia	50
TKN	60
Phosphorus	14
Acrylonitrile	1
Cyanide	1
Inhibition	Note 5
Total Mercaptans	0.5
Triethylamine	1
Trimethylamine	1
Radioactive substances	Note 6
Headspace	Note 7
MEK	1
Pesticides (general)	1

#### Note 1

A mass load approach has been adopted for Total Dissolved Solids.

The daily load of Total Dissolved Solids must not exceed 200 kg/day. The applicable Concentration Limit is determined using the Maximum Allowable Daily Discharge Rate as specified in this Trade Waste Agreement. Using the Maximum Allowable Daily Discharge Rate of (Specify) kL as specified in the Trade Waste Agreement, this equates to a Concentration Limit of (Specify) mg/L.

OR

A mass load approach has been adopted for Total Dissolved Solids.

The daily load of Total Dissolved Solids must not exceed (Specify) kg. The applicable Concentration Limit is determined using the Maximum Allowable Daily Discharge Rate as specified in the Trade Waste Agreement. Using the Maximum Allowable Daily Discharge Rate of (Specify) kL

as specified in this Trade Waste Agreement, this equates to a Concentration Limit of (Specify) mg/L.

**Note 2**

Gross solids containing Trade Waste must be able to pass through a bar screen with 13mm spaces between bars and have a settling velocity of not more than 3m/h.

**Note 3**

The Occupier must not discharge Trade Waste containing colour which is noticeable after more than 100 dilutions.

**Note 4**

Non-detectable in 1 per cent dilution or causing an odour problem in Barwon Water’s sewerage system.

**Note 5**

The Occupier must not discharge any Trade Waste which, when diluted to a 5 per cent solution with sewage, would inhibit the microbiological sewage treatment process applicable to the Trade Waste by more than 20 per cent. Barwon Water must determine the microbiological sewage treatment process.

**Note 6**

The Occupier must only discharge Trade Waste, which complies in all respects with the Health (Radiation Safety) Regulations 1994, as amended from time to time.

**Note 7**

The Occupier must not discharge Trade Waste to Sewer, which at the nearest point of the Sewer accessible by humans from the discharge, in any respect fails to comply with every relevant Work Safe Australia Exposure Standard relating to short-term exposure levels.

<b>Metals</b>		
<b>Element</b>	<b>Concentration (mg/L)</b>	<b>Daily Mass Load Limit (g/day)</b>
Aluminium	(Specify)	2500
Arsenic	(Specify)	45
Boron as B	(Specify)	2500
Cadmium	(Specify)	5
Chromium	(Specify)	450
Cobalt	(Specify)	30
Copper	(Specify)	250
Iron	(Specify)	1900
Lead	(Specify)	30
Manganese	(Specify)	250
Mercury	(Specify)	1.2
Nickel	(Specify)	40
Selenium	(Specify)	15
Silver	(Specify)	5
Tin	(Specify)	30
Zinc	(Specify)	450

A mass load approach has been adopted for metal parameters.



The daily load for each respective metal parameter must not exceed the Daily Mass Load Limit. The applicable Concentration Limit for each respective metal parameter is determined using the Maximum Allowable Daily Discharge Rate of (Specify) kL as specified in this Trade Waste Agreement.

Halogens and Halides	
Substance	Maximum Allowable Concentration (mg/L)
Bromine (expressed as Br <sub>2</sub> )	1
Chlorine (expressed as Cl <sub>2</sub> )	1
Fluoride	30
Iodine (expressed I <sub>2</sub> )	1
Phenolic Substances	
Substance	Maximum Allowable Concentration (mg/L)
Sum of phenol, monochlorophenol, dichlorophenol and their isomers	100
Trichlorophenol	50
Tetrachlorophenols	10
Pentachlorophenol	5
Aldehydes and Ketones	
Substance	Maximum Allowable Concentration (mg/L)
Acetone	10
Acrolein	0.05
Furfural	4
Formaldehyde (expressed as HCHO)	0.06
Mononuclear Aromatic Hydrocarbons	
Substance	Maximum Allowable Concentration (mg/L)
Benzene	0.04
Cumene	0.4
2,4 Dinitrotoluene	130
Ethylbenzene	1.5
Nitrotoluene	5.0
Mononuclear Aromatic Hydrocarbons (Continued)	
Substance	Maximum Allowable Concentration (mg/L)
Styrene	0.15
Toluene	1.5
Total Xylenes	1.5
Halogenated Aliphatic Hydrocarbons	
Substance	Maximum Allowable Concentration (mg/L)
1,2 Dichloroethane	5.0
1,1,1 Trichloroethane	0.6
1,1,2 Trichloroethane	1.1

1,1,2,2 Tetrachloroethane	0.5
Hexachlorethane	0.1
Chloroethane	0.5
1,2 Dichlorethylene	15
Trichloroethylene	0.7
Tetrachloroethylene	0.5
Carbon Tetrachloride	0.03
Methylene Chloride	2
Methyl Chloride	0.05
Methyl Bromide	0.07
Trichloromethane (Chloroform)	0.4
Trichlorofluoromethane	1.2
Dichlorodifluoromethane	0.04
<b>Esters</b>	
Substance	Maximum Allowable Concentration (mg/L)
Ethyl Acrylate	1.2
<b>Persistent Organochlorine Pesticides</b>	
Substance	Maximum Allowable Concentration (mg/L)
Aldrin	0.001
Chlordane	0.006
DDT	0.003
Dieldrin	0.001
Heptachlor	0.003
Lindane	0.1

<b>Halogenated Aromatic Hydrocarbons</b>	
Substance	Maximum Allowable Concentration (mg/L)
Polychlorinated Biphenyls (PCB's)	0.002
Polybrominated Biphenyls (PBB's)	0.002

### Prohibited Substances

The Occupier must not discharge Trade Waste containing any substance not otherwise mentioned in this Schedule unless specifically authorised under a Trade Waste Agreement.

The following substances must not be discharged:

- a) fibrous material that, in the opinion of Barwon Water, is likely to cause obstructions in a drain or Sewer.
- b) any free or floating layer of oil, fat or grease.
- c) any free or floating layer of organic liquid.
- d) latex, paint, adhesives, rubber and plastic.

- e) flammable and/or explosive substances unless the Occupier has demonstrated to the satisfaction of the Corporation that there is no possibility of explosion or fires occurring in the sewerage system. In all cases the Trade Waste discharge must not exceed 5 per cent of the lower explosive limit at 25°C.
- f) medical, clinical, surgery, veterinary, laboratory, or other pathological waste, or required to be rendered non-infectious prior to discharge if they are deemed to be a threat to the health and safety of operations and maintenance personnel or the community.
- g) any genetically engineered organisms and/or mutant bacteria.

## Schedule 2

Part 2.2 Modified Acceptance Criteria (Specific to this agreement)

[INSERT AS REQUIRED or NOT APPLICABLE]

## Schedule 3 - Modified Measurement Standards

### 1. Volume

The Occupier must monitor Trade Waste discharged to Sewer as set out in this Schedule below. Practical limitations of the Premises may necessitate an alternate method other than a flowmeter for the determination of the volume of Trade Waste discharged to Sewer. For this Agreement the rate of discharge and the volume of Trade Waste discharged to sewer will be determined by:

- a) No alternate method required for Trade Waste Measurement.
- b) Sewer Volume is calculated at 95% of the balance of incoming potable water.

Water Balance = Incoming Potable Water – TW Volume

Sewer Volume = Water Balance x 0.95

OR

- a) Flow metering equipment for measuring the supply of incoming potable water to the property.
- b) Trade Waste Volume = Volume of Incoming Potable Water x (Specify)  
Sewer Volume = Volume of Incoming Potable Water x (Specify)

A review of the figures used for calculating the volume charges can be requested at any time. Any requests should be submitted in writing, and supported by details of process changes and accompanying flowmeter readings and/or a site water balance. All associated costs with the review shall be borne by the Occupier.

### 2. Quality

In the instance where the Occupier's discharge of Trade Waste is considered to be above domestic strength for key parameters, Trade Waste quality charges will apply. The following modified measurement standards are applicable for this Agreement:

- a) No modified measurement standards required.

OR

- a) Trade Waste quality charges are applicable for this Agreement.
- b) Details on applicable quality charges and concentrations will be revised and forwarded annually.
- c) A review of the concentrations used for calculating the quality charges can be requested at any time. Any requests should be submitted in writing and supported by details of process changes and a proposed audit program to demonstrate the change in quality. All associated costs with the review shall be borne by the Occupier.

## Schedule 4 - Flow & Treatment Specification

### 1. Rate of Flow

The rate and volume of effluent, which may be discharged to the Discharge Point, shall comply with the following:

- a) Maximum Annual Flow (Specify) kL/Year
- b) Maximum Daily Flow (Specify) kL/Day
- c) Maximum Hourly Flow (Specify) kL/Hour
- d) Maximum Instantaneous Flow (Specify) L/Second

### 2. Time of Discharge

The Occupier may only discharge effluent containing Authorised Trade Waste to the Discharge Point in accordance with this Agreement at the following times:

- a) Unless otherwise advised, discharge may occur at any time subject to the Flow Specifications detailed in Schedule 4, Clause 1 of this Agreement.
- b) In a situation, which may be unrelated to the Occupier's discharge, that is determined by an Authorised Officer to have the potential to cause operational problems in the sewer system, the Occupier will be requested to cease discharge to sewer until such time that an Authorised Officer deems that discharge can resume. The Occupier must cease the discharge of Trade Waste within one (1) hour of receiving notification.

OR

- a) Insert Discharge Time specifics.
- b) In a situation, which may be unrelated to the Occupier's discharge, that is determined by an Authorised Officer to have the potential to cause operational problems in the sewer system, the Occupier will be requested to cease discharge to sewer until such time that an Authorised Officer deems that discharge can resume. The Occupier must cease the discharge of Trade Waste within one (1) hour of receiving notification.

### 3. Storage Capacity

As a minimum, the Occupier must maintain storage capacity for Trade Waste as follows:

- a) No specified storage volume required.

OR

- a) Insert Storage Capacity specification

#### 4. Treatment Specification

The Occupier must undertake treatment processes and operate any Treatment Facility to regulate the quality, quantity and rate of discharge of Authorised Trade Waste prior to its discharge to any Sewer to maintain compliance with the conditions contained in this Agreement.

a) As a minimum the following pre-treatment is required:

Processes

(i) Insert Pre-treatment specification.

Apparatuses

(i) Insert Pre-treatment specification.

b) Pre-treatment detailed in Schedule 4, Clause 4a are required to be maintained as follows:

Processes

(i) As necessary to maintain compliance with the conditions of this Agreement.

OR

(i) (Specify Apparatus) – As a minimum the (specify equipment) must be (specify type of maintenance) every (specify frequency). It is the Occupier's responsibility to perform additional maintenance as necessary to maintain compliance with the conditions of this Agreement.

(ii) It is the Occupiers responsibility to provide documented evidence of all maintenance/cleanouts to Barwon Water within 14 days of the event.

(iii) The maintenance frequency of any pre-treatment apparatus may only be amended with the written consent of a Barwon Water Authorised Officer.

Apparatuses

(i) As necessary to maintain compliance with the conditions of this Agreement.

OR

(i) (Specify Apparatus) – As a minimum the (specify apparatus) must be (specify type of maintenance) every (specify frequency). It is the Occupier's responsibility to perform additional maintenance as necessary to maintain compliance with the conditions of this Agreement.

(ii) It is the Occupiers responsibility to provide documented evidence of all maintenance to Barwon Water within 14 days of the event.

(iii) The maintenance frequency of any pre-treatment apparatus may only be amended with the written consent of a Barwon Water Authorised Officer.

## Schedule 5 - Monitoring and Monitoring Equipment

### 1. Self Monitoring

The Occupier must perform sampling and analysis to monitor the quality of Authorised Trade Waste prior to its discharge to any Sewer as follows:

- a) Self monitoring not required to be reported to Barwon Water.
- b) The self monitoring program is subject to continual review by Barwon Water. The Occupier may be directed by Barwon Water to commence a sampling program or alter their sampling frequency and testing parameters at anytime.
- c) Barwon Water encourages all customers to perform monitoring and testing of their Trade Waste as necessary to maintain compliance with the conditions contained in their Agreement. Further information and advice can be obtained from a Barwon Water Authorised Officer.

OR

- a) Frequency:  
Analytes:  
Sample Point:
- b) If for any reason a sample cannot be collected on the nominated day, the occupier must advise a Barwon Water Authorised Officer within 24 hours to arrange for an alternative sample day.
- c) All self monitoring results are to be forwarded to a Barwon Water Authorised Officer within 14 days of the date of sampling.
- d) The sampling technique, analytical methods used and sample storage requirements shall be undertaken by a laboratory registered by the National Association of Testing Authorities (NATA) for these parameters, or by a technique and laboratory approved in writing by a Barwon Water Authorised Officer.
- e) The self monitoring program is subject to continual review by Barwon Water. The Occupier may be directed by Barwon Water to alter their sampling frequency and testing parameters at anytime.

### 2. Volume Monitoring Equipment

The Occupier must monitor the quantity of Authorised Trade Waste discharged to any Sewer to maintain compliance with the conditions contained in this Agreement. As a minimum the Occupier must install and maintain:

- a) No specified volume monitoring equipment required.
- b) The Corporation is responsible for the provision and maintenance of a flowmeter, with a totaliser reading in kilolitres to record all Trade Waste discharged to sewer.

OR

- a) No specified volume monitoring equipment required.

### 3. Quality Monitoring Equipment

The Occupier must monitor treatment processes and the quality of Authorised Trade Waste prior to its discharge to any Sewer to maintain compliance with the conditions contained in this Agreement. As a minimum the following quality monitoring equipment is required:

- a) No specified quality monitoring equipment required.

OR



a) Specify quality monitoring equipment.

## Schedule 6 - Waste Management

Barwon Water encourages all Trade Waste customers to implement waste minimisation and cleaner production initiatives including prevention, reuse and recycling of waste. As a condition of this Agreement, the Occupier is required to:

- a) No specified Trade Waste Management Program required.
- b) Further information and advice on Trade Waste minimisation and cleaner production initiatives can be obtained from a Barwon Water Authorised Officer.

OR

- a) Prepare and submit a Trade Waste Management Plan by (specify date).
- b) The scope of the Trade Waste Management Plan is to be determined between the Corporation and the Occupier.

# Appendix 5 – Trade waste permit application form

## Application for a Trade Waste Permit

**PLEASE NOTE: YOU MUST READ THE IMPORTANT INFORMATION AT PARAGRAPH 5 OF THIS APPLICATION**

**1** Trade waste number:  (OFFICE USE ONLY)

*Please supply the following business details*

Premises details

Trading name of business:

Address of business from where discharge to sewer will occur

Street No.  Street

Suburb  Postcode

Phone No.  Fax No.

Type of business or trade  Seating capacity

**2** *Please supply the following contact information*

Occupier details

Full name of Company or Individual(s)

Contact details

Postal address of applicant (for correspondence)

Address of registered office

Private address of individual(s)

Person to be contacted at premises

Name	<input type="text"/>	Phone No.	<input type="text"/>
Position	<input type="text"/>	Mobile No.	<input type="text"/>

**3.** *General description of business carried out on site.*

Trade waste details

Describe and indicate the number of the fixtures that will generate trade waste from your premises.

- |   |  |  |   |
|---|--|--|---|
| <input type="checkbox"/> Single bowl sink | <input type="checkbox"/> Bain marie                    | <input type="checkbox"/> Dishwasher (list type)<br>..... | <input type="checkbox"/> Vehicle wash           |
| <input type="checkbox"/> Double bowl sink | <input type="checkbox"/> Cooking table (Wok)           | <input type="checkbox"/> Brine tub                       | <input type="checkbox"/> Washing machines       |
| <input type="checkbox"/> Pot sink         | <input type="checkbox"/> Garbage wash /collection area | <input type="checkbox"/> Sausage making machine          | <input type="checkbox"/> Other. Please specify: |

List the substances / contaminants which you think may be present in your trade waste.

<input type="checkbox"/> Grease/ cooking oils	<input type="checkbox"/> Food particles	<input type="checkbox"/> Laundry waste	<input type="checkbox"/> Cooling tower water
<input type="checkbox"/> Disinfectants	<input type="checkbox"/> Motor oils	<input type="checkbox"/> Acids/alkalis	<input type="checkbox"/> Photographic waste
<input type="checkbox"/> Detergents	<input type="checkbox"/> Dirt/sand	<input type="checkbox"/> High temperature waste	<input type="checkbox"/> Paint
<input type="checkbox"/> Other. Please specify.....			

**4. General description of pre-treatment carried out on site.**

Tick the type of pre-treatment equipment on your premises and indicate the location and size if known

<input type="checkbox"/> Grease interceptor trap	<input type="checkbox"/> Silt pits	<input type="checkbox"/> pH correction	<input type="checkbox"/> Mixing tank
<input type="checkbox"/> Triple interceptor trap	<input type="checkbox"/> Cooling pits	<input type="checkbox"/> Strainer pit	<input type="checkbox"/> Plate separator
<input type="checkbox"/> Settling pits	<input type="checkbox"/> Neutralizer tank	<input type="checkbox"/> Other. Please specify.....	<input type="checkbox"/> Silver recovery Unit

Pre-treatment equipment location and size

Please indicate name of contractor used to clean out pre-treatment facility and the frequency that it's cleaned out. (Barwon Water will state the cleanout frequency required on the agreement).

**5. Important information**

1. If in response to this Application Barwon Water issues a Trade Waste Permit, you agree the basis of the Agreement to discharge Trade Waste will be set out in that Permit. The terms and conditions of the Permit (and Agreement) can be obtained from our website [www.barwonwater.vic.gov.au/business/trade-waste](http://www.barwonwater.vic.gov.au/business/trade-waste) or by calling Barwon Water.
2. Once completed this Application Form should be submitted to Barwon Water for assessment
3. Barwon Water may require the Occupier to provide additional information before assessing this Application.
4. Based on the information provided by the Occupier Barwon Water may issue a Trade Waste Permit to the Occupier.
5. The Occupier must not discharge trade waste to sewer unless the Occupier:
  - (a) holds a current Trade Waste Permit or Trade Waste Agreement; and
  - (b) is compliant with all of the terms and conditions of that Trade Waste Permit, including requirements for pre-treatment, monitoring and reporting of trade waste discharges and payment of all fees and charges.
6. Any person who discharges trade waste to sewer other than in accordance with a current Trade Waste Agreement or current Trade Waste Permit commits an offence against section 178 of the Water Act 1989 and is liable to penalties of up to \$20,000 with further penalties for continuing offences.

**6. Occupier's statements.**

The information provided in this form is true and correct.

Signed by the Occupier (on behalf of the Occupier)

<input type="text"/>		
Date	/	/

Name (printed)	<input type="text"/>
Position	<input type="text"/>

# Appendix 6 – Trade waste agreement application form

# Application for a Trade Waste Agreement

For all trade waste enquiries, please contact an authorised officer on 1300 656 007.

To enable this application to be processed promptly, please complete as accurately and with as much detail as possible. If you require any assistance completing this agreement, please do not hesitate to contact a Barwon Water Authorised Officer.

## 1 Premises details

Address of premises from which trade waste is to be discharged

Street Number:  Street:   
 Suburb:  Postcode:

## 2 Occupier details

Full name of Company or Individual   
 Trading name of business   
 Current Trade Waste Number (If re-applying)   
 Australian Company Number (ACN)   
 Australian Business Number (ABN)   
 Address of Registered Office   
 Mailing address

## 3 Contact information

Manager responsible for trade waste

Name:  Phone number:   
 Mobile:  Fax number:   
 E-mail:  Position:

Operator responsible for the daily running of the pre-treatment facilities

Name:  Phone number:   
 Mobile:  Fax number:   
 E-mail:  Position:

24 hour emergency contact number:

## 4 Business Activities

Please describe the nature of your business activities (Please attach additional pages, as required)


## 5 Trade waste discharge

If known, please detail concentrations of substances in your trade waste discharge (Please specify others as applicable)

BOD (mg/L)		COD (mg/L)		Sulphur (mg/L)	
TDS (mg/L)		TKN (mg/L)		TSS (mg/L)	

## 6 Trade waste acceptance criteria

It is the applicant's responsibility to ensure that all trade waste discharged from the premise complies with Barwon Water's acceptance criteria.

Will you be compliant with the Acceptance Criteria?

Yes

No

If No, the applicant will be required to demonstrate in writing the reasons for their inability to comply. This must be accompanied by a formal variation request to the Acceptance Criteria. A copy of the Acceptance Criteria can be obtained from the Barwon Water website.

## 7 Business operating hours

Please indicate the times of day of typical operation

Monday to Friday

to

Saturday

to

Sunday

to

Typical number of days operational per year

## 8 Trade waste discharge type

Please indicate the mode of Trade Waste discharge to sewer (please tick)

Continuous

Regular batch

Irregular batch

## 9 Trade waste volumes

Please state the following volumes for your premise

Maximum annual incoming water supply (kL / year)

Maximum annual trade waste discharge (kL / year)

Maximum daily trade waste discharge (kL / day)

Maximum hourly trade waste discharge (kL / hour)

Maximum instantaneous trade waste discharge (L / second)

## 10 Trade waste discharge measurement

Does your premise have a flowmeter to record Trade Waste discharge?

Yes

No

If No, what percentage of your Incoming Water supply, will be discharged as Trade Waste?

## 11 Drawings and documentation

Please submit the following drawings / documentation (and any other relevant information) with your Trade Waste Application.

DWG A. Site Plan(s), which include Trade Waste infrastructure & pre-treatment facilities

DWG B. Process Flowchart(s), illustrating the processes that generate Trade Waste, and methods of pre-treatment

DOC 1. Chemicals Manifest, detailing chemicals and volumes typically used and stored on-site





**13 Pre-Treatment**

Please detail the procedures employed in the event of a pre-treatment facility failure


Please detail any internal monitoring or testing that will be performed on your Trade Waste prior to discharge


Please indicate the times of day when the pre-treatment facilities are supervised

Monday To Friday	<input type="text"/>	to	<input type="text"/>
Saturday	<input type="text"/>	to	<input type="text"/>
Sunday	<input type="text"/>	to	<input type="text"/>

**14 Site entry**

Please detail the site entry procedures / requirements that the Barwon Water Authorised Officers need to follow to access your pre-treatment facilities


**15 Priority waste removal**

Are there any priority wastes removed from site? (Please tick)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

If yes, please detail below:

Waste description	Volume (Litres)	Removal frequency	EPA approved contractor

**Occupier's obligations**

The Occupier hereby agrees that the information provided in this form is true and correct and that upon the issue of a Trade Waste Agreement in respect of the premises referred to in this application, the Occupier will be bound by the terms of that agreement and with all the requirements of the Trade Waste Management Policy of Barwon Water.

Signed by the Occupier (Or in the case of a Company, on behalf of the Occupier)

If signed on behalf of a Company, please indicate the signatory's position within that company

Date

# Appendix 7 – Default consent to discharge minor trade waste

## "Deemed" trade waste customers

Barwon Water has a number of non-residential customers who discharge "trade waste" to the sewerage system but present such a low level of risk that they do not warrant an individual trade waste agreement.

Customers who discharge trade waste, but:

- discharge small quantities of trade waste to Barwon Water's sewer and which is of a similar nature to domestic sewage; or
- operate a business of a type which discharges small quantities of trade waste to Barwon Water's sewer and which is of a similar nature to domestic sewage (refer to table 1),

will be considered "deemed" trade waste customers.

"Deemed" trade waste customers that discharge trade waste will be taken to have entered into a default trade waste agreement with Barwon Water.

A "deemed" minor trade waste customer does NOT incur trade waste charges.

Barwon Water has the right to change any trade waste customer's classification due to the customer's changed circumstances or new information coming to the attention of Barwon Water.

**Table 1: Schedule of "deemed" trade waste customers**

Deemed businesses and activities	Exclusions
Beauticians/ hairdressers	
Chemist/pharmacy	Excluding those with emulsion photo film processing
Dental surgery	Excluding those with x-ray processing and plaster setting
Doctor's surgery	Excluding those with x-ray processing and plaster setting
Mobile food van	Excluding those with a purpose built kitchen at a permanent location
Optician	
Retail florist	
Retail fruit and vegetable	
Retail pet shop	Excluding those with kennel wash down areas
Veterinary and animal clinics	Excluding those with kennel wash down areas and x-ray processing

All customers discharging trade waste (other than those assessed as being "deemed") will be required to enter into a negotiated trade waste agreement with Barwon Water.

For further information on trade waste, please visit [www.barwonwater.vic.gov.au](http://www.barwonwater.vic.gov.au), email us at [info@barwonwater.vic.gov.au](mailto:info@barwonwater.vic.gov.au) or telephone 1300 656 007.

## Default consent to discharge minor trade waste

Contact details:

Manager Infrastructure Systems  
Barwon Water Corporation  
PO Box 659  
Geelong VIC 3220

Telephone: 1300 656 007

### 1. Discharge of trade waste

- 1.1 The Occupier may discharge Authorised Trade Waste from the Premises into Barwon Water's (the "Corporation") Sewer providing it is of similar nature to domestic waste.
- 1.2 The Occupier shall immediately notify the Corporation where it is proposed that the quality or quantity of the waste discharged to Sewer changes.

### 2. Inspection and monitoring

- 2.1 The Occupier must allow an Authorised Person from the Corporation to enter or to otherwise have access to the Premises at anytime, without notice, for the purpose of inspecting the Premises, taking samples, conducting tests or carrying out any other function under the Water Act 1989 or for determining or testing that the Occupier is complying with the requirements of this Permit.

### 3. Risk and indemnities

- 3.1 The Occupier acknowledges that it discharges Trade Waste into any Sewer at its own risk.
- 3.2 The Occupier releases the Corporation from all claims for loss, damage, cost or expense arising out of or in connection with the discharge of Trade Waste into a Sewer or the cessation of discharging Trade Waste into a Sewer whether in accordance with the terms of this Permit or not.
- 3.3 The Occupier indemnifies the Corporation:
  - a) Against all claims made by any third party for loss, damage cost or expense arising out of or in connection with the discharge of Trade Waste into a Sewer whether discharged in accordance with the terms of this Permit or not except to the extent that the Corporation causes or contributes to the loss, damage, cost or expense;
  - b) From any loss, damage or expense incurred by the Corporation:
    - i. due to any damage occasioned to a Sewer or any of the Corporation's property arising out of or in connection with the discharge of Trade Waste into a Sewer whether discharged in accordance with the terms of this Permit or not;
    - ii. due to any loss, damage, cost, injury or expense suffered by any Corporation's employee arising out of or in connection with the discharge of Trade Waste into a Sewer if not discharged in accordance with the terms of this Permit,
    - iii. except to the extent that the Corporation causes or contributes to the loss, damage cost or expense

### 4. Termination

- 4.1 The Corporation may terminate this Permit at any time by giving 7 days notice in writing.