

Trade Waste Customer Charter

July 2012

PART A – Introduction

South East Water is a provider of water, sewerage and trade waste services for residents and businesses in an area ranging from the south east of Melbourne to South Gippsland.

We are one of Melbourne’s three water utilities owned by the State Government of Victoria.

Purpose

South East Water has issued this *Trade Waste Customer Charter* to inform its customers about the Trade waste services performed by South East Water and the respective rights and responsibilities of South East Water and of its customers. This *Trade Waste Customer Charter* should be read in conjunction with our Customer Charter. Both Charters are available from our website southeastwater.com.au.

The purpose of this *Trade Waste Customer Charter* is to:

- provide customers with consistent, transparent and timely decision making for trade waste applications and management; and
- ensure South East Water’s trade waste services comply with the Essential Services Commission’s (ESC) requirements.

Commencement

This *Trade Waste Customer Charter* applies from the 1 July 2012 (“the commencement date”).

Amendment

South East Water will inform each trade waste customer within the next billing cycle of any material changes to this Charter. The details of the change will be available on our website southeastwater.com.au or upon request.

Provision of charter

This *Trade Waste Customer Charter* is available on South East Water’s website southeastwater.com.au together with other information regarding South East Water’s trade waste services and Trade Waste Agreement (Consent). A copy of this *Trade Waste Customer Charter* is available on request by contacting South East Water on (03) 9552 3662 or by email at tradewaste@sew.com.au.

South East Water will provide a copy of this *Trade Waste Customer Charter*:

- to existing customers by 1 July 2012. This will be in the form of a notification to all existing trade waste customers informing them that an e-copy is available at southeastwater.com.au or that a hard copy is available on request; or
- to new trade waste customers, other than minor trade waste customers (refer to clause 4.4) within one month of the trade waste customer entering into a Trade Waste Agreement (Consent).

Offence

Under water law, it is an offence for a person to cause or permit the discharge of trade waste to the sewerage system other than in compliance with a Trade Waste Agreement (Consent).

PART B – Provision of trade waste services

1. Application to discharge trade waste

1.1 Consider application

South East Water will consider all applications for the discharge of trade waste to the sewerage system.

An application must include:

- a completed application entitled Commercial or Industrial Trade Waste Application Form;
- payment of the application fee; and
- supporting information specified in the application form.

An application form, together with any relevant documentation can be:

- found on South East Water's website southeastwater.com.au;
- obtained by visiting South East Water's offices located at 101 Wells Street, Frankston; or
- by calling South East Water on (03) 9552 3662

Prior to lodging an application customers are encouraged to contact South East Water to discuss the application to ensure that all required information is provided and to obtain assistance on the preparation of the application, if required.

1.2 Response to application

South East Water will provide a response to all applications for a Trade Waste Agreement (Consent) within 10 business days of receiving the application advising:

- whether the application has been accepted or rejected or accepted with amendments; or
- where a longer period is required to assess the application, when a decision will be made and an explanation for the longer period; or
- where further information is required to enable a full assessment, what further information must be provided by the applicant.

1.3 Rejecting an application

If South East Water provides a notice of rejection under 1.2, it will also provide a statement of reasons for the rejection at the same time.

2. Classification of trade waste customers

South East Water will continue with its existing process to classify customers as detailed in 2.1

2.1 Classification requirement and purpose

Customers holding an existing Trade Waste Agreement/Consent with South East Water need not reapply as a result of the introduction of this Charter and will retain their existing trade waste classification.

South East Water will assess all new applications for the discharge of trade waste to the sewerage system in accordance with South East Water's *Trade Waste Management Policy* and supporting guidelines which can be found on South East Water's website southeastwater.com.au.

In doing so, South East Water will classify trade waste customers in order to establish:

- the type of agreement applicable to that trade waste customer, reflecting the type, quality and quantity of the prospective discharge, and therefore the level of complexity of receiving and managing the trade waste stream;
- the Trade Waste Agreement application fee,
- any Trade Waste Agreement (Consent) renewal fee, for reassessment and renewal of an existing agreement or Trade Waste Agreement at the end of its term;
- any annual trade waste management fee, reflecting the level of complexity and resources required from South East Water to monitor performance and ensure compliance with the Trade Waste Agreement (Consent), including the frequency of check sampling to be conducted by South East Water;
- the frequency of trade waste discharge sample monitoring and reporting that the customer will be required to undertake;
- the applicable trade waste tariff structure and billing cycle; and
- the application of the above requirements for minor trade waste customers. Refer to clause 4.4 for more information on this type of customer classification.

2.2 Classification process

South East Water classifies trade waste customers with consideration to the type of business, industry or activity carried out by the customer and the risk ranking determined by South East Water associated with the acceptance of that customer's trade waste. Refer to South East Water's Trade Waste Management Policy and Supporting Guidelines for further information.

South East Water will take into account any other matter, including:

- customer location relative to treatment plant
- volume of trade waste discharged
- nature of the customer's business activity

- nature and quality of the customer's trade waste
- compliance performance history for that customer, where available
- any risk to personal health and safety
- any risk to the sewerage system (transport or treatment)
- any risk to the quality of recycled water or biosolids from the sewerage system, and
- any risk to the environment.

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

2.3 Explanation of basis for classification

South East Water will provide an explanation of the classification ascribed to the customer on receipt of a request from the customer.

3. Risk identification and mitigation

3.1 Risk assessment by South East Water

South East Water will conduct a risk assessment for all applications to discharge trade waste to the sewerage system in accordance with South East Water's Trade Waste Management Policy and supporting guidelines.

South East Water may complete additional risk assessments during the term of the Trade Waste Agreement. South East Water will advise the trade waste customer of:

- any identified risks associated with the discharge; and
- any required mitigation measures the customer will be required to implement. Such mitigation may include process and/or monitoring requirements and/or pre-treatment to meet acceptance criteria. Typical pre-treatment requirements are available on South East Water's website at southeastwater.com.au.

3.2 Risk assessment by the trade waste customer

South East Water may:

- require a customer to conduct its own risk assessment to identify potential causes of non-compliant trade waste discharges;
- require a customer to provide and discuss the findings of the customer's risk assessment with South East Water; and
- identify further risk mitigation requirements to be implemented by the customer to minimise the impact of its trade waste discharge on the sewerage system and operations of South East Water.

4. Trade Waste Agreements (Consents)

Prior to the discharge of trade waste to the sewerage system, customers are required to enter a Trade Waste Agreement (Consent) with South East Water.

4.1 Form of agreement

Risk rank 5 – trade waste customers

On the acceptance of an application from a customer determined to be a risk ranked 5 trade waste customer, South East Water will provide the customer with a Trade Waste Agreement (Consent).

The Trade Waste Agreement (Consent) is entered by the conduct of South East Water providing the Trade Waste Agreement (Consent) to the customer and the customer commencing the discharge of trade waste to the sewerage system. Neither South East Water nor the customer is required to execute the Trade Waste Agreement (Consent) for the agreement to commence.

For the purposes of the trade waste code and this Trade Waste Customer Charter, trade waste customers with an existing Trade Waste Agreement (Consent) granted by South East Water prior to the introduction of this Trade Waste Customer Charter (prior to 1 July 2012) will be considered to hold this form of Trade Waste Agreement (Consent). Sample copies of a standard Trade Waste Agreement (Consent) for risk rank 5 industrial customers and a standard Trade Waste Agreement (Consent) for commercial customers are available on South East Water's website southeastwater.com.au.

Risk rank 1 to 4 – trade waste customers

On the acceptance of an application from a customer determined to be a risk ranked 1, 2, 3, or 4 trade waste customer, South East Water will provide the customer with a Trade Waste Agreement (Consent).

The trade waste customer must not commence the discharge of trade waste to the sewerage system prior to the Trade Waste Agreement (Consent) being formally approved, unless South East Water has provided an interim Trade Waste Agreement (Consent) to allow information to be obtained regarding the characteristics of the trade waste (typically a six month duration).

For the purposes of the Trade Waste Code and this *Trade Waste Customer Charter*, any Trade Waste Agreement (Consent) entered into prior to the introduction of this *Trade Waste Customer Charter* (prior to 1 July 2012) will continue to apply until that agreement comes to an end.

A sample copy of the standard Trade Waste Agreement (Consent) for Risk Ranked 1, 2, 3, and 4 customers is available on South East Water's website southeastwater.com.au.

4.2 Identify trade waste customers

South East Water will endeavour to identify all trade waste customers in its service area and ensure that each customer has a Trade Waste Agreement (Consent) in accordance with this

Trade Waste Customer Charter and the South East Water's Trade Waste Management Policy and supporting guidelines.

4.3 Matters to be dealt with by a Trade Waste Agreement (Consent)

South East Water's Trade Waste Agreement (Consent) will:

Specify, as a minimum, the following:

- the parties to the agreement (Consent);
- the address of the premises from which the discharge to the sewerage system will take place;
- the discharge acceptance point and any sampling points;
- the sewerage treatment (water recycling) plant or plants that will or may receive and treat the trade waste (if known);
- the term of the agreement;
- the nature of the permitted activities conducted on the trade waste customer's premises which generate the trade waste;
- the customer's rights and obligations, or provide reference to where those rights and obligations are set out;
- South East Water's water business' rights and obligations, or provide reference to where those rights and obligations are set out; those rights will include:
 - the circumstances in which South East Water may require the customer to cease discharging trade waste into the sewerage system, and;
 - the circumstances in which South East Water may serve a non-compliance notice on the customer, and the consequences of non-compliance;
- any fees, charges, tariffs or prices payable by the trade waste customer, or provide reference to where they are set out (if applicable);
- the dispute resolution process, or provide reference to where the dispute resolution process is set out;
- the procedure for serving notices on the other party, or provide reference to where the procedure is set out;
- the relevant trade waste limitations, including times, rate, physical and chemical composition, prohibited substances, or reference to the approved acceptance criteria;
- any monitoring, sampling or maintenance requirements, or reference to where those requirements are set out; and
- only include matters appropriate to managing the discharge of trade waste.

4.4 Minor trade waste customers

South East Water has a number of non-residential customers who discharge to the sewerage system and would come under the definition of trade waste but are considered too small for South East Water to require a Trade Waste Agreement (Consent), and do not warrant the additional level of administration and monitoring that comes with this. Clause 4.4 of the trade waste code makes provision for dischargers of trade waste of a nature similar to domestic sewage, at South East Water's discretion, to have their agreement (Consent) arise automatically

through customer conduct. These types of customers are classified as Minor Trade Waste customers. South East Water publishes a generic form of Trade Waste Agreement (Consent) on its website southeastwater.com.au and customers will be notified accordingly that they will enter into that agreement (Consent) if they continue to discharge.

Customers who, by definition in water law, discharge trade waste, but that:

- discharge small quantities of trade waste to South East 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 South East Water's sewer and which is of a similar nature to domestic sewage

will be considered minor trade waste customers.

As stated on South East Water's non-residential customer bills; if a minor trade waste customer continues to discharge trade waste they will automatically enter into a default Trade Waste Agreement (Consent) with South East Water arising by customer conduct.

A listing of the types of customers that South East Water would consider to fall into this category, as well as the default Trade Waste Agreement (Consent) arising by customer conduct can be found on our website southeastwater.com.au.

South East Water has the right to change any Trade Waste customer's classification due to the customers changed circumstances or new information coming to the attention of South East Water.

4.5 Amendments to a Trade Waste Agreement (Consent)

A Trade Waste Agreement (Consent) can only be amended in accordance with the terms of the agreement (Consent) where:

- the trade waste customer is notified of the amendment in writing; or
- the amendment is in writing and signed by both parties.

5. Fees and charges

South East 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 ESC for South East Water. Our approved pricing schedule is available on our website southeastwater.com.au.

6. Acceptance criteria

6.1 Maintain approved statement of acceptance criteria

A trade waste customer must only discharge trade waste to the sewerage system in compliance with its Trade Waste Agreement (Consent), which includes the statement of approved acceptance criteria established by South East Water, except where customer specific acceptance criteria has been agreed to by South East Water (refer to clause 6.4 of this Trade Waste Customer Charter).

South East Water's statement of approved acceptance criteria for trade waste is available on its website southeastwater.com.au.

6.2 Changes to acceptance criteria

South East Water will comply with South East Water's Trade Waste Management Policy and Supporting Guidelines, the Trade Waste Code and this *Trade Waste Customer Charter* when introducing amendments to the statement of approved acceptance criteria and customer-specific acceptance criteria for trade waste.

When introducing an amendment to the statement of approved acceptance criteria and customer-specific acceptance criteria, South East Water will consider the matters outlined in clause 2.2 and additionally other matters including:

- South East Water's statement of obligations;
- the Trade Waste Code;
- any requirement in law;
- National Wastewater Source Management Guideline 2008 (or superseding document);
- exposure standards prescribed by WorkSafe Victoria for atmospheric contaminants;
- explosive limits for gaseous emissions (5% LEL);
- EPA licence conditions; and
- EPA guidelines, codes and publications.

If the transport or treatment of trade waste involves another water business or Melbourne Water, then South East Water will consult that water business or Melbourne Water on the process to change or establish acceptance criteria applicable to that trade waste.

Subject to clause 6.4:

- a process to change approved acceptance criteria or customer-specific acceptance criteria may be initiated by South East Water, a trade waste customer or the ESC; and
- South East Water has no obligation to change any customer-specific acceptance criteria or apply for the ESC's approval to change its approved acceptance criteria at a Trade Waste customer's request.

6.3 Amendment to statement of approved acceptance criteria

South East Water's statement of approved acceptance criteria will only be amended with the ESC's prior written approval. Prior to applying for the ESC's approval of an amendment to the approved acceptance criteria, South East Water will :

- advertise on its website and notify all stakeholders (including potentially affected trade waste customers, the ESC and the Environment Protection Authority Victoria (EPA Victoria) that it is proposing a change to its approved acceptance criteria;

- call for submissions from interested parties and note that submissions will be published on its website unless it is notified that a submission or part of a submission is confidential;
- subject to any confidentiality requirement, publish all submissions received (on its website); and
- undertake appropriate stakeholder consultation, which is open for at least 30 business days from the last date a stakeholder is notified.

South East Water will ensure that any application to the ESC to amend the approved acceptance criteria is accompanied with supporting information including:

- the reason for the amendment to the approved acceptance criteria, including the factors considered in establishing the amended criteria;
- details of the stakeholder consultation undertaken;
- a summary of concerns or comments raised in any submissions received during the stakeholder consultation period and a summary of any responses provided by South East Water; and
- an implementation plan, outlining how the change will be integrated into existing operational practices and what timeframe customers will have to comply with the new requirements.

6.4 Customer specific acceptance criteria

South East Water may require a trade waste customer to comply with customer-specific acceptance criteria in addition to, or instead of, some or all of the statement of approved acceptance criteria, in order to satisfy the specific requirements of the trade waste customer and the sewerage systems.

Subject to the receipt of any application fee, South East Water will consider an application for customer specific acceptance criteria.

South East Water will respond to an application for customer specific acceptance criteria within 10 business days of receipt of such an application, indicating:

- whether the application has been accepted or rejected or accepted with amendments; or
- where a longer period is required to assess the application, when a decision will be made.

South East Water will provide to the customer a statement of reasons where an application is rejected or accepted with amendments. South East Water will maintain a register of all customer specific acceptance criteria detailing the name and address of the trade waste customer, the receiving sewerage catchment or treatment plant, the particular acceptance criteria parameter, the requested limit for the parameter and the current approved acceptance criteria limit for the parameter.

The register must also include all applications for customer specific acceptance criteria or for amendments to such acceptance criteria, including the water business' decision and the basis for that decision.

South East Water will provide the ESC with a copy of the register on request. Within 25 business days of the end of the quarter of each financial year, South East Water will provide the ESC with a statement (in a form provided by the ESC) setting out all changes to the register during that quarter.

7. Dispute resolution

7.1 Complaints and disputes procedure

South East Water will comply with its Complaints and Dispute Resolution Procedure and the terms of the Trade Waste Agreement (Consent) in dealing with any complaints made by the customer or any dispute arising from the Trade Waste Agreement.

South East Water's Complaints and Dispute Resolution Procedure is available on its website southeastwater.com.au.

Where a complaint escalates beyond South East Water's Complaints and Dispute Resolution Procedure and relates to technical or economic aspects of Trade Waste management South East Water will:

- with consent from the customer, engage the services of an independent expert or mediator to help resolve the complaint; and
- advise the customer that it may request that the ESC consider whether the water business has complied with the Trade Waste Code, the Customer Service Code or South East Water's price determination.

7.2 Matters involving more than one water business

Where a complaint relates to any decision, act or omission by a water business other than South East Water or by Melbourne Water, South East Water will notify the customer of the other water business' or Melbourne Water's involvement.

PART C – Sewerage system capacity planning

South East Water's ability to accept and treat trade waste is regularly considered as part of its business planning processes.

PART D – Definitions

acceptance criteria	means the criteria applied by South East Water to determine whether trade waste may be accepted into the sewerage system.
approved acceptance criteria	means acceptance criteria which have been approved by the ESC in accordance with clauses 6.1(c) or 6.4 of the Trade Waste Code.
business day	means Monday to Friday excluding public holidays in Victoria.
complaint	means a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by South East Water, including a failure of South East Water to observe its published policies, practices or procedures
customer	means a person who is: <ul style="list-style-type: none"> a) an owner and occupier of a property connected to South East Water’s sewerage system; or b) an owner of a property which is connected to South East Water’s sewerage system but is not an occupier; or c) an occupier of a property that is connected to South East Water’s sewerage system and is liable for usage charges; or d) an authorised representative of the owner or occupier of a property connected to South East Water’s sewerage system.
Customer Service Code	means the Customer Service Code – Metropolitan and Regional Water Businesses published by the ESC under Section 4F of the <i>Water Industry Act 1994</i>
discharge acceptance point	means the point at which the trade waste enters the sewerage system.
ESC	means the Essential Services Commission.
Minor trade waste customer	means customers that continue to discharge small amounts of trade waste and who, as a result of this continued discharge, automatically enter into a default means the point at which the trade waste enters the sewerage system.
Melbourne Water	means the Melbourne Water Corporation (ABN 81 945 386 953) and any successor in law
Price determination	means the South East Water determination made by the ESC under section 33 of the Essential Services Commission Act 2001 and clause 8 of the Water Industry Regulatory Order 2003.
sewage	means any human excreta or domestic waterborne waste, whether untreated or partially treated, but does not include trade waste.
sewerage system	means any sewer, treatment plant, storage or other infrastructure for the acceptance, transport, storage and treatment of sewage and trade waste that is the responsibility of South East Water.
Water (trade waste) Regulations 2014	For the purposes of the Act, defines trade waste 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.

Note

Trade waste services are provided if the water corporation

	so decides—see sections 173(1)(a) and 178(1)(b) of the Act.
Trade Waste Agreement / Consent	means permission, consent, permit or other process to accept Trade Waste discharge.
Trade Waste By-Law	means any by-law in respect of Trade Waste made by South East Water under the Water Act 1989.
Trade Waste Code	means the Trade Waste Customer Service Code – Metropolitan Retail and Regional Water Businesses published by the Commission under Section 4F of the Water Industry Act 1994.
Trade Waste Management Policy	means the Trade Waste Management Policy published by South East Water and amended from time to time (available on South East Water’s website southeastwater.com.au).
Water law	means the <i>Water Act 1989</i> and the <i>Water Industry Act 1994</i> , and any regulations or subordinate legislation and guidance made under those Acts.

Interpretation

Any question as to whether South East Water has complied with this code will be determined by the ESC on the basis of the ESC’s interpretation of this code.

A reference to codes, determinations, guidelines or statements of obligations includes a reference to amendments or replacements of any of them.