

## 1. Purpose

The Trade Waste Management Policy Supporting Document is written to provide information and advice on trade waste matters.

## 2. Scope

This document applies to South East Water's staff dealing with Trade Waste matters, internal and external stakeholders and Trade Waste dischargers.

## 3. Responsibility

Refer to the body of the document for responsibilities.

## 4. Definitions

For purposes of this policy, unless otherwise stated, the following definitions shall apply:

Biosolids	Solid or semisolid organic material obtained from treated wastewater
ESC	Essential Services Commission
ESC Customer Service Code	Code developed by the ESC to provide water businesses with a consistent, transparent and timely decision making approach to Trade Waste Management throughout Victoria
Energy and Water Ombudsman of Victoria	An independent body used for dispute resolution
Trade Waste Agreement	A trade waste consent granted under any by-laws made under section 181 of the <i>Water Act 1989</i> or a tradewaste agreement made with a customer
Trade Waste	Any waste as defined in the <i>Water (Trade Waste) Regulations 2014</i> .

## 5. Guideline

### 5.1 Introduction

Trade Waste is any waste as defined in the *Water (Trade Waste) Regulations 2014*.

South East Water is empowered to manage trade waste by the *Water Act 1989* and the *Water (Trade Waste) Regulations 2014*.

South East Water's Trade Waste team provides a commercially viable and customer focused trade waste service managing the Trade Waste approval process and related matters.

The Trade Waste team is committed to assisting South East Water in achieving its

key objectives for Trade Waste as described in South East Water's Statement of Obligations.

This includes:

- Protecting the health and safety of people working in the system
- Protecting sewerage systems
- Protecting the treatment works
- Minimising environmental impacts
- Maximising opportunities for reuse of waste water and/or biosolids

Trade waste from residential, commercial and industrial premises can pose a significant risk to the key objectives stated above.

South East Water carries out its trade waste role by:

- complying with the ESC Customer Service Code
- ensuring all discharges of trade waste have the appropriate Agreement/Consent;
- charging for receivable trade waste based on volumes and quality;
- monitoring compliance of each Agreement/Consent conditions
- following up any non-compliance
- encouraging cleaner production practices to reduce trade waste volumes and improve trade waste quality
- ensuring the customer installs and operates appropriate treatment apparatus
- enforcement of maintenance programs for trade waste equipment such as food and oil interceptors.

## 5.2 Summary

This *Trade Waste Management Policy Supporting Document* outlines the terms and conditions, fees and charges under which South East Water will accept trade wastewater discharges.

Residential, Commercial and Industrial customers who want to discharge trade wastewater must obtain permission from South East Water, through an industrial agreement/consent or a commercial consent. The agreement or consent describes the conditions under which South East Water will accept trade waste.

## 5.3 Agreements/Consents

There are essentially six types of Trade Waste Agreements/Consents:

- **Industrial Trade Waste Agreement:** Issued to all Industrial Trade Waste customers that produce trade waste effluent that is considered a medium to high risk.
- **Industrial Trade Waste Consent:** Provided to Industrial Trade Waste customers that are considered low in risk.
- **Commercial Trade Waste Consent:** Primarily targeted to manage the risks associated with the disposal of greasy food waste into the sewer from commercial food premises such as Restaurants, Cafés, Bakeries, Take Away Food Outlets, Butchers, etc.

- **Food Waste Agreement:** Designed specifically for customers who dispose food waste to sewer via food disposal units, and potato and vegetable peelers.
- **Tankered Waste Agreement:** Allows EPA licensed waste transporters to tanker waste from septic tanks to specified sewage dumping points, at specified times.
- **One Off Trade Waste Agreement:** This covers circumstances when a Trade Waste Agreement may be issued to a customer for a limited period of time.

Standard copies of each of these types of agreements/consents are available to be viewed via the following web page:

[www.southeastwater.com.au/business/tradewaste/pages/standardagreements.aspx](http://www.southeastwater.com.au/business/tradewaste/pages/standardagreements.aspx)

## 5.4 Minor Trade Waste Customers

Some Trade Waste Customers are assessed as low risk and discharge small volumes of wastewater to the sewer. These customers are permitted to discharge to the sewer without negotiating a consent, subject to the customer installing specific standards of pre-treatment and other requirements where required. Trade Waste charges do not apply to minor trade waste customers. Examples of Minor Trade Waste customers include food businesses classified under the *Food Act 1984* as Class 4, hairdresser/beautician and a pharmacy with a dispensing sink only. The full list can viewed via the following web page:

[www.southeastwater.com.au/business/tradewaste/Pages/minor trade waste.aspx](http://www.southeastwater.com.au/business/tradewaste/Pages/minor%20trade%20waste.aspx)

## 5.5 Acceptance Criteria

The nature and levels of the characteristics of trade waste discharged must at all times comply with the standards set out in the acceptance criteria schedule. The full list can be viewed via the following web page:

[www.southeastwater.com.au/business/tradewaste/Pages/acceptance criteria.aspx](http://www.southeastwater.com.au/business/tradewaste/Pages/acceptance%20criteria.aspx)

## 5.6 Variations to Acceptance Criteria

Sometimes a discharger is unable to comply with one or more of the limits in the customer's Trade Waste Agreement. If this discharge cannot be made compliant, through the use of common or best available technologies and the implementation of relevant cleaner production and resource efficiency practices, then South East Water may consider issuing a customer-specific acceptance criteria (C-SAC) for that/those limit(s).

When considering the C-SAC, South East Water must be confident that the proposed variation will not adversely affect:

- Health and safety of sewer workers
- sewerage systems
- the treatment works
- the environment
- opportunities for reuse of waste water and/or biosolids

If the customer discharges to the sewer catchments of either Eastern Treatment Plant or Western Treatment Plant, then South East Water must also seek the approval of Melbourne Water for a C-SAC.

The process for obtaining a C-SAC includes:

Submitting a detailed, formal application, specifying;

- the actual limits required (as determined by a sampling program)
- how the limits were derived
- what has been done to try and reduce the actual discharge level

Charges may apply for the C-SAC application and additional monitoring and sampling maybe required.

## 5.7 Risk Ranking

All Trade Waste customers will be assigned a Risk Ranking based on their business activities, trade waste volume and quality, their history and their location in relation to proximity to a sewage treatment plant.

This helps South East Water manage the risks associated with accepting trade waste effluent. A logarithm is used to calculate a customer's risk, which ranges from one to five. Risk Rank One customers pose the highest risk and Risk Rank Five customers the least.

A customer's Risk Ranking will then determine the frequency of site inspections and self monitoring to be undertaken, as shown on the table below.

<u>Risk ranking</u>	<u>Freq. of site inspections</u>	<u>Freq. of self monitoring</u>
1 - Extreme	Monthly	Monthly
2 - High	Bimonthly	Bimonthly
3 - Moderate	Quarterly	Quarterly
4 - Low	Half yearly	Generally not required
5 – Very Low	Annually or as required	Not required

## 5.8 Charges

Trade Waste charges cover the cost of transporting, monitoring, treating and administering liquid waste generated by residential, commercial and industrial premises. These charges are separate to the service and usage charges for water and domestic sewerage and are exempt from GST.

South East Water's current charges can be viewed via the web page:

[www.southeastwater.com.au/business/tradewaste/Pages/Charges.aspx](http://www.southeastwater.com.au/business/tradewaste/Pages/Charges.aspx)

## 5.9 Monitoring

South East Water monitors Trade Waste Customer's sites to ensure customers comply with the conditions set out in their Trade Waste Agreement/Consent. The frequency that a site is monitored is dependent upon the customers Risk Ranking. A higher ranking requires more frequent monitoring.

There are several methods used by South East Water to monitor compliance with Trade Waste Agreements:

**Site inspections** – a South East Water Trade Waste Officer carries out these inspections; Risk Rank and other site-specific circumstances determine the frequency.

**Sampling** - when there is a discharge to sewer a sample of trade waste is always taken during a site inspection. Sampling can also be arranged between the Trade Waste officer and customer for batch discharges and follow up sampling.

**Self-monitoring** – depending on the Risk Rank of the customer and occasionally due to specific site issues, the customer may need to submit trade waste sample results to South East Water. This requirement is part of the Trade Waste Agreement conditions, and is called Self-Monitoring. The sample parameters are outlined in the Agreement, along with the sample type and frequency. An independent National Association of Testing Authorities NATA registered laboratory must carry out all sample analysis.

**Wastelog** – Trade Waste customers with any grease, fat or oil interception apparatus used in a commercial or industrial food business need to record and log their clean-out and maintenance regimen. The cleaning or “pump-out” of grease interceptors and other similar “fit for purpose” apparatus must be carried out by an EPA licensed Waste Transport Business, and is a requirement under the conditions of a Trade Waste Agreement or Consent. South East Waters’ “WasteLog” system monitors and enforces the progressive pump-outs of trade waste premises at the designated pump-out frequency. This system has resulted in removal of significant quantities of fats and grease from the sewer system.

**Trade Waste Meter Readings** – some Trade Waste customers have meters on their trade waste effluent discharge to sewer. This meter is used to calculate a customer's trade waste charges and also provides a measure for businesses to monitor, manage and improve resource use to reduce trade waste volumes.

## 5.10 Non Compliance

Occasionally a Trade Waste customer may fail to comply with one or more of the conditions set out in their Trade Waste Agreement. If this occurs, South East Water can issue a notice of non-compliance to the customer, under the *Water Act 1989* and *Water (Trade Waste) Regulations 2014*.

South East Water uses a three-stage non-compliance process (see below).

### Stage 1 – Initial Trade Waste Notice

As soon as a non-compliance is detected and assessed, a Trade Waste Officer will issue an Initial Trade Waste Notice. The notice usually sets out:

- Why the non-compliance was issued
- If the non-compliance was related to an exceedance of a parameter limit detected through a sample result, the non-compliance will outline:
  - what the sample was and when it was taken;
  - how the sample failed to comply
- The specified period of time in which the problem must be rectified;

The notice also asks the customer to explain in writing the reasons for the breach, and the steps taken to rectify the problem along with an assurance that all reasonable actions have been taken to ensure the breach will not occur again.

South East Water will continue to take and analyse samples of trade waste effluent to confirm that the customer is compliant. If the samples comply with the Trade Waste Agreement, no further action will be taken, however this event will be recorded.

## **Stage 2 – Formal Letter of Non-compliance**

If the customer does not comply with the conditions of the Initial Trade Waste Notice, South East Water will issue a Formal Letter of Non-compliance, which requires the customer to:

- Review its trade waste treatment process;
- Attend a meeting with South East Water's Officers to discuss reasons for the breach and action taken or proposed to prevent a recurrence of the non-compliance; and
- Meet South East Water's costs in ensuring that their trade waste effluent complies with the Trade Waste Agreement.

If the non-compliance was related to parameter limits, then South East Water will take and analyse priority samples of the trade waste effluent. If priority samples, usually taken 28 days after the letter, all comply with the Trade Waste Agreement, the customer is notified and no further action will be taken.

## **Stage 3 – Notice of Breach**

If there is no resolution of the non-compliance issue after the designated period outlined in the Formal Letter of Non-compliance, or if any priority sample does not comply, South East Water will issue a Notice of Breach. This notice sets out a date by which the Non-compliance and or trade waste effluent must comply with the Trade Waste Agreement.

If no action has been taken or a sample taken after that date shows that the trade waste effluent complies, then no further action will be taken.

If samples are taken that do not comply, South East Water will terminate the customer's Agreement.

The customer must then cease discharging trade waste effluent to South East Water's sewer immediately and the trade waste connection point may be sealed. Any further discharge of trade waste effluent will be liable for an initial fine and additional fines for each day that trade waste effluent continues to be discharged.



Before any further trade waste effluent can be discharged, a new Trade Waste Agreement must be signed, and the customer must prove that compliance with all conditions is achievable.

Additionally, in the event that a Trade Waste Agreement is terminated and a new Agreement is sought by the customer, all outstanding costs must be settled prior to commencement of the new Agreement, and the Risk Ranking of the customer will be reviewed to ensure that appropriate monitoring with regards to the customers history is undertaken.

## 5.11 Dispute Resolution

Occasionally a dispute may arise between South East Water and a customer regarding the discharge of trade waste effluent to the sewage system. South East Water has a complaints escalation procedure that aims to obtain a satisfactory outcome for both parties, and ensures that disputes are thoroughly and properly investigated. Any final decision with regards to a dispute always accounts for the rights and obligations of both parties. If a customer is not satisfied with that decision, the matter can be referred to a mutually agreed panel for resolution, or to the Energy and Water Ombudsman of Victoria.

## 6. Regulatory Requirements

- ESC Customer Service Code
- Water Act 1989
- Water (Trade Waste) Regulations 2014
- Statement of Obligations under the Water Act

South East Water is a water corporation established under the Water Act with a sewerage district and the responsibility to manage sewage and associated waste in that district and in accordance with Clause 7.8 of the Statement of Obligations issued by the Minister for Water.

The *Water (Trade Waste) Regulations 2014* defines 'trade waste'.

Section 181 of the *Water Act 1989* outlines that an occupier of land may only discharge trade waste if they have a trade waste agreement, and complies with all provisions of the agreement.

The *Water Act 1989* defines a 'trade waste agreement' as including a trade waste consent granted under any by-laws made under section 181 of the *Water Act 1989* or a trade waste agreement made with a customer

Section 181(c) of the Act shows that South East Water may impose trade waste charges on parties to a trade waste agreement. This is reinforced in clause 4.1 of the Trade Waste Agreement/Consent, which states that "... *The customer must pay South East Water such charges for trade waste services from time to time determined by South East water under the provisions of the Act, plus GST (if any) as are specified in an invoice given by South East Water, by the date there set out...*".

## 7. Related documents

MC 1705 Trade Waste Management Policy

# TRADE WASTE MANAGEMENT POLICY SUPPORTING DOCUMENT

- 8. Safety requirements**  
Refer to the body of the document
  
- 9. Environment requirements**  
Refer to the body of the document

**Revision status**

Date	Description	By	Approval by
05/01/2012	New supporting document	JW	SY
19/09/2014	Revision	RC	SBM