



# Trade Waste Management Policy

### 1. Purpose

To set specific requirements and management procedures in relation to trade waste.

### 2. Scope

This Trade Waste Management Policy applies throughout every sewerage district and any other area outside a sewerage district where Wannon Water provides sewerage services pursuant to the Act.

### 3. Policy statement

#### 3.1. Introduction

Trade waste is regulated or controlled by legislation, regulation and other guideline or policy as follows:

- (a) Water Act 1989 ("the Act")
- (b) Water (Trade Waste) Regulations 2014 ("Trade Waste Regulations")
- (c) Water Industry Standard – Trade Waste Customer Service
- (d) Trade Waste Customer Charter
- (e) this Trade Waste Management Policy.

The practical outcome of the above is that no trade waste discharge is allowed into Wannon Water's sewerage system unless an appropriate trade waste agreement exists, in accordance with this Trade Waste Management Policy.

Trade waste discharge is generally divided into:

- (a) minor trade waste discharge; or
- (b) major trade waste discharge.

There are three types of trade waste agreements namely:

- (a) Major trade waste agreements
- (b) Minor trade waste (pre-treatment) agreements
- (c) Minor trade waste (no pre-treatment) agreements.

#### 3.2. What is trade waste?

Trade waste is any waterborne waste (other than sewage) prescribed by regulations or made under the Act to be trade waste.

Trade waste is further defined in the Water (Trade Waste) Regulations 2014. Matters to note about that include:

- (a) Sewage (often referred to as domestic sewage) is not trade waste
- (b) Trade waste is divided into categories dependent upon its make up or strength (that is its components).

Trade waste may have an organic strength many times that of sewage. Trade waste may also contain a variety of other substances not normally found in sewage such as heavy metals, organic

solvents and chlorinated organics. These components can affect the sewerage treatment process, adversely impact the disposal of treated effluent to the environment and impact the re-use of reclaimed water and biosolids. Leachate from landfill sites and wastewater from prescribed waste treatment/disposal facilities is classified as trade waste.

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

Implementation of this Trade Waste Management Policy will support Wannon Water in achieving compliance with all relevant legislation relating to the discharge to the environment of treated effluent and the re-use of reclaimed water and biosolids.

### 3.3. Objectives

Trade Waste Customers are important participants in the economy of the region and Wannon Water acknowledges their importance to the economic sustainability of South West Victoria. The objectives of Wannon Water's Trade Waste Management Policy are to:

- (a) Protect the environment
- (b) Protect the health and safety of members of the public and Wannon Water's employees
- (c) Protect Wannon Water's sewerage works and associated assets
- (d) Maximise opportunities for the beneficial re-use of reclaimed water and biosolids
- (e) Treat our trade waste customers with fairness and equity
- (f) Equitably recover the true costs associated with the collection, treatment and disposal of trade waste and the maintenance and repair of Wannon Water's sewerage system
- (g) Encourage waste minimisation, cleaner production, pre-treatment of higher strength trade waste and sustainable business practices
- (h) Promote compliance with the Water Act 1989, the Water (Trade Waste) Regulations 2014 and the Essential Services Commission's Water Industry Standard – Trade Waste Customer Service.

Through this Trade Waste Management Policy and Trade Waste Agreements Wannon Water will:

- (a) Regulate the discharge of trade waste into Wannon Water's sewers and sewerage works
- (b) Provide for the management of trade waste collection by Wannon Water, including the inspection, measurement, monitoring and testing of trade waste
- (c) Require the provision of information from any person or business whose trade waste Wannon Water may receive
- (d) Specify the methods of charging for the management of trade waste, including recovery of Wannon Water's costs of receipt, inspection, measurement, monitoring, testing, treatment, receipt or disposal of trade waste into Wannon Water's sewers and sewerage works.

### 3.4. Procedure

## APPLICATION TO DISCHARGE TRADE WASTE

### 3.4.1. Application

Customers wishing to discharge trade waste must:

- (a) apply for; and
- (b) have entered into,

a trade waste agreement, before discharging trade waste into Wannon Water's sewerage system.

An application to discharge trade waste must be lodged with Wannon Water in the following situations where trade waste is generated or is likely to be generated:

- (a) existing premises where no trade waste agreement exists
- (b) during the processing of a building application for new premises intended for non-residential use
- (c) change in tenancy and/or ownership of a premises
- (d) change in use of a premises
- (e) during the processing of an application to subdivide a premises
- (f) where a change of process technology occurs.

Wannon Water may identify existing trade waste dischargers that are not recorded as trade waste customers in Wannon Water's database. Trade waste customers may be identified by a number of methods including, but not limited to, field surveys, audits of billing records or premises ownership or occupancy changes.

If identified, such persons may be asked to make a trade waste application or be issued with a deemed trade waste agreement (see below).

Each new or existing trade waste customer is required to provide the information requested in the "Application to Discharge Trade Waste" form prior to any new or further trade waste being discharged. Where the required information is not provided or the detail is insufficient, Wannon Water will request the customer to provide the relevant information or further detail prior to the application being considered.

Due to the unique flow and/or load of major trade waste, applications to discharge major trade waste are required to be submitted in a format determined by Wannon Water on a case by case basis.

### 3.4.2. Assessment of Application

Applications to discharge trade waste will be assessed in accordance with this Trade Waste Management Policy. The application will also determine whether the customer:

- (a) is required to install pre-treatment equipment and therefore enter into a minor trade waste (pre-treatment) agreement
- (b) is not required to install pre-treatment equipment and can therefore enter into a minor trade waste (no pre-treatment) agreement
- (c) exceeds the requirements of a minor trade waste customer and is therefore required to enter into a major trade waste agreement.

There is no obligation for Wannon Water to give approval for a trade waste discharge through entering into or issuing a trade waste agreement.

Where an application is approved, Wannon Water will provide the customer with approval to discharge through a trade waste agreement. Such trade waste agreement:

- (a) may require the customer to install pre-treatment equipment to the satisfaction of Wannon Water prior to commencing the discharge of trade waste from the premises; and
- (b) will detail any other compliance requirements.

### 3.4.3. Agreement to Discharge Trade Waste

There are three types of trade waste agreement, namely:

- (a) Major trade waste agreement
- (b) Minor trade waste (pre-treatment) agreement
- (c) Minor trade waste (no pre-treatment) agreement;

each discussed in detail below.

Wannon Water may refuse to provide a service for the discharge of trade waste if the customer does not have a trade waste agreement with Wannon Water or has breached a trade waste agreement.

### 3.4.4. Non-Residential Tenants

Trade waste charges are the responsibility of the premises owner, even where the premises has been leased to a non-residential tenant. Where the customer is not the owner of the premises, the owner is required to be a party to the trade waste agreement.

### 3.4.5. Refusing an Application

If Wannon Water refuses an application to discharge trade waste, it will provide a statement of reasons for the rejection.

### 3.4.6. Classification of Trade Waste Customers

All premises discharging trade waste to the sewerage system are classified as trade waste customers. Wannon Water is committed to a clear and transparent process in the categorisation of its trade waste customers. Wannon Water will conduct an assessment for all applications to discharge trade waste to the sewerage system having regard to the following components:

- (a) the nature of the business and the risks posed by the discharge of the trade waste to the sewerage system
- (b) the scale of trade waste discharge relative to the capacity of the receiving sewerage system
- (c) the composition of the trade waste
- (d) the opportunities for the reuse of reclaimed water and biosolids.

### 3.4.7. Trade Waste Agreements

Trade waste customers are categorised into one of three categories dependent on their load and risk to the sewerage system. These categories, which create the framework for the form of appropriate trade waste agreement and the pricing structure, are described in the following table:

Category	Characteristics
Minor trade waste (no pre-treatment) customer.	Discharge small quantities of trade waste to Wannon Water's sewerage system and which is of a similar nature to domestic sewage.
Minor trade waste (pre-treatment) customer.	Strength of trade waste not of a similar nature to domestic sewage requiring the installation of pre-treatment equipment prior to discharge to Wannon Water's sewerage system.
Major trade waste customer.	Unique flow and/or load possibly requiring infrastructure and/or treatment in addition to current system capacity.

Wannon Water has developed the following documents to provide further guidance:

- (a) Minor trade waste (no pre-treatment) customer listing: schedule setting out examples of what constitutes a minor trade waste (no pre-treatment) customer.
- (b) Pre-treatment equipment listing: list of business types and the typical pre-treatment equipment required.

The three types of trade waste agreements are explained in more detail below.

### 3.4.7.1. Major Trade Waste Agreements

The more significant discharge requires a greater level of management and detail.

Application is still made in the required manner, as set out in this trade waste management policy.

### 3.4.7.2. Minor Trade Waste (Pre-Treatment) Agreement

The minor trade waste (pre-treatment) agreement is a less detailed document taking the form of a letter signed by the corporation with an attached schedule relevant to the individual customer and premises.

Application for a minor trade waste (pre-treatment) agreement must still occur in accordance with this Trade Waste Management Policy.

### 3.4.7.3. Minor Trade Waste (No Pre-Treatment) Agreement

Non-residential customers who discharge small quantities of trade waste to the Wannon Water sewerage system, which is similar in nature to domestic sewage, will be considered minor trade waste (no pre-treatment) customers.

Such customers are notified that their discharges will be pursuant to a minor trade waste (no pre-treatment) agreement, arising from the customer conduct of continued discharge and payment of charges.

A copy of the relevant agreement can be located on Wannon Water's website, including details of the types of customers that fall into this category.

Wannon Water may, in relation to such customers, for good cause, require that customer to make an application for a minor trade waste (pre-treatment) agreement or major trade waste agreement, as is relevant dependent on the circumstances.

## TRADE WASTE DISCHARGE – GENERAL REQUIREMENTS

### 3.4.8. Acceptance Criteria and Customer Specific Acceptance Criteria

The standards which any discharge of trade waste must meet are:

- (a) The acceptance criteria
- (b) Customer specific acceptance criteria.

The acceptance criteria are established by Wannon Water, including on the basis set out in this Trade Waste Management Policy.

The acceptance criteria must be submitted to and approved by the Essential Services Commission in accordance with the Water Industry Standard – Trade Waste Customer Service and Trade Waste Customer Charter. Any future variation to those Acceptance Criteria is subject to publication, consultation and approval process again administered through the Essential Services Commission.

The approved acceptance criteria have been developed following consideration of the matters outlined below:

- (a) Wannon Water's Statement of Obligation
- (b) the Water Industry Standard – Trade Waste Customer Service
- (c) any requirement in law
- (d) National Wastewater Source Management Guideline 2008 (or superseding document)
- (e) exposure standards prescribed by Worksafe Australia for atmospheric contaminants
- (f) explosive limits for gaseous emissions (5% lower explosive limit)
- (g) EPA licence conditions
- (h) EPA guidelines, codes and publications.

Customer specific acceptance criteria may be assessed to apply to a particular customer, including at the request of a particular customer.

Where relevant, customer specific acceptance criteria:

- (a) will be set out in a particular trade waste agreement
- (b) apply for the term of that trade waste agreement unless varied at the discretion of, or with the agreement of, Wannon Water
- (c) is recorded in D2016/019972.

Customer specific acceptance criteria are in addition to, or instead of, some or all of the statement of approved acceptance criteria, in order to cater for the specific requirements of the trade waste customer and the sewerage systems.

The establishment and amendment of acceptance criteria and customer-specific acceptance criteria is required to be approved by the Managing Director or General Manager Assets and Service Delivery.

### 3.4.9. Trade Waste Management Plan for Major Trade Waste Customers

Wannon Water requires all customers issued with a major trade waste agreement to complete a trade waste management plan. The requirements of the trade waste management plan are fully described in the major trade waste agreement. These plans were developed by Wannon Water with the assistance of the Environment Protection Authority. The trade waste management plan is an important tool and can lead to an increase in production efficiency with associated cost savings.

The purpose of the trade waste management plan is to identify and commit to actions that will:

- (a) improve quality of flows
- (b) decrease volumes where appropriate
- (c) utilise trade waste as reuse water where viable and appropriate
- (d) provide sufficient information to understand customers' overall manufacturing and waste generation process
- (e) understand the potential impact of the trade waste upon the sewerage system
- (f) forecast changes to the trade waste discharge.

### 3.4.10. Notification of Waste Characteristics/Components

Any customer discharging trade waste under the terms of a trade waste agreement must within 14 days of a written request by Wannon Water provide to Wannon Water details of components and characteristics of trade waste being discharged under the terms of any trade waste agreement.

### 3.4.11. Future Changes in Operations or Process

Subject to the terms of any trade waste agreement, customers must notify Wannon Water in writing of any intention to make any change in operations or process which may affect the:

- (a) nature of trade waste
- (b) chemical composition and physical characteristics of the trade waste
- (c) volume or rate including peak and total daily, weekly and annual volumes or rate of trade waste to be discharged.

Such notice shall be provided to Wannon Water at least 30 days prior to any such change in operations or process. For the avoidance of doubt, any notification of a future change in operations or process made by a customer pursuant to this clause:

- (a) shall not relieve the customer of the obligation to maintain discharge in accordance with the relevant trade waste agreement
- (b) shall not oblige Wannon Water to accept any trade waste generated following any change in operations or process, or to vary the terms of the relevant trade waste agreement
- (c) may, at Wannon Water's discretion, result in the customer being required to enter into a new trade waste agreement.



### 3.4.12. Past Changes in Operations or Process

Where a change in operations or process has occurred by accident or by the intervention of a third party which affects the:

- (a) nature of the trade waste
- (b) chemical composition and physical characteristics of the trade waste
- (c) volume or rate including peak and total daily, weekly and annual volumes or rate of trade waste to be discharged;

the customer must notify Wannon Water in writing within 24 hours of becoming aware of such change.

### 3.4.13. Equipment for Pre-Treatment and Monitoring of Trade Waste

Subject to the terms of any trade waste agreement:

- (a) A customer may be required to install and maintain to Wannon Water's satisfaction at the customer's expense, equipment to pre-treat and/or monitor trade waste in accordance with this Trade Waste Management Policy or otherwise at the direction of Wannon Water
- (b) Wannon Water in its sole discretion may increase or vary the obligations of the customer in relation to pre-treatment and/or monitoring of trade waste
- (c) The customer shall provide Wannon Water with full access to all such pre-treatment and/or monitoring equipment and relevant samples as required by Wannon Water from time to time
- (d) For the avoidance of doubt, Wannon Water may require the customer to install monitoring equipment which can be monitored by telemetry, compatible with Wannon Water's systems, in which case the customer authorises Wannon Water to connect its telemetry system to the monitoring equipment and access the equipment as and when Wannon Water thinks fit.

### 3.4.14. Volume of Trade Waste

#### 3.4.14.1. Measuring Volume/Rate

Subject to the terms of any trade waste agreement, a customer may be required to install and maintain to Wannon Water's satisfaction, at the customer's expense, equipment to measure the volume and rate of discharge of trade waste from the premises.

#### 3.4.14.2. Measuring Equipment – Due Dilligence

Subject to the terms of any trade waste agreement, where in the opinion of Wannon Water any volume or rate measuring equipment is inadequate, not in proper working condition or providing an incorrect reading, Wannon Water may at its discretion advise the customer in writing that such equipment must be repaired or replaced to Wannon Water's satisfaction. If required, and until such time as Wannon Water approves new measuring equipment, the volume and rate of trade waste discharged shall be estimated by Wannon Water at its discretion taking into account as applicable and available:

- (a) comparison with records of corresponding periods of previous years
- (b) retrospective application of discharge records obtained after the new measuring equipment has been approved

- (c) a reasonable assessment by Wannon Water of the output from the particular premises
- (d) such other appropriate method.

### 3.4.15. Maintenance and Repair of Equipment

Subject to the terms of any trade waste agreement, the customer shall maintain at its own expense all volume and rate measuring equipment and pre-treatment equipment required by Wannon Water to the satisfaction of Wannon Water. Where there is any defect in such equipment or a failure to comply with a requirement of Wannon Water that such equipment be repaired or replaced, Wannon Water:

- (a) may enter the premises and carry out such work at the customer's expense; and
- (b) such costs shall be a debt due and payable by the customer to Wannon Water within 30 days of Wannon Water providing written notice of the costs payable.

### 3.4.16. Obligations of Trade Waste Customers

#### 3.4.16.1. Pre-Treatment Installation

The formal approval given by Wannon Water for the customer to discharge trade waste may require the customer to install pre-treatment equipment to the satisfaction of Wannon Water prior to commencing the discharge of trade waste from the premises.

Where pre-treatment equipment is required, the design and capacity must be approved by Wannon Water prior to the discharge of trade waste into the sewerage system. Examples of pre-treatment equipment include, but are not limited to, grease interceptors, vertical gravity separators/triple interceptors, cooling pits, straining traps, silt traps, settling tanks, mixing tanks, peel traps and floor waste gully traps.

#### 3.4.16.2. Size Required for Grease Interceptors

A minimum 600 litre grease interceptor will be required for all businesses that have food preparation areas. Exemptions for this requirement can be applied for in writing to Wannon Water, however, the final requirement will be determined by Wannon Water having regard to the specific characteristics and size of the business and the likely volumes of trade waste being discharged.

#### 3.4.16.3. Scheduled Maintenance of Pre-Treatment Equipment

Grease interceptors are required to be cleaned out three monthly. Clean out frequencies for other types of pre-treatment equipment will be determined by Wannon Water and will be specified in the trade waste agreement.

#### 3.4.16.4. Confirmation of Scheduled Maintenance

Customers are required to confirm to Wannon Water that scheduled maintenance of pre-treatment equipment has occurred in the manner specified in the trade waste agreement. At a minimum, confirmation will include notification from the maintenance contractor inclusive of the waste transport certificate number.

### 3.4.16.5. Amendment of Maintenance Schedules

Customers may request Wannon Water to review the stipulated maintenance schedules of their pre-treatment equipment. For the application to be considered, the request is required to be supported with written advice from the maintenance contractor.

Wannon Water may amend the frequency of scheduled maintenance at its discretion. Prior to Wannon Water amending the frequency of scheduled maintenance, a Wannon Water representative will attend the next scheduled maintenance and inspect the pre-treatment equipment. Upon inspection, Wannon Water may determine to change the maintenance frequency, in which case the customer will be provided confirmation of the revised frequency of scheduled maintenance.

### 3.4.17. Customer Assets

Where trade waste customers have their own designated pipelines or other assets to convey trade waste to Wannon Water's sewerage system, the management and maintenance of these assets are to be addressed on a customer by customer basis and will be either specified in the customer's trade waste agreement or at the direction of Wannon Water.

### 3.4.18. Directions

A trade waste customer shall promptly, and within the timeframe specified by Wannon Water or its employee or authorised officer, comply with any oral or written direction of Wannon Water requiring:

- (a) a particular practice to cease
- (b) that actions occur or works take place

if reasonably necessary in order to bring trade waste being discharged into compliance with this Trade Waste Management Policy or relevant trade waste agreement.

### 3.4.19. Cessation

Subject to the terms of the trade waste agreement, where a customer who is party to a trade waste agreement intends to vacate the premises from which the relevant trade waste emanates, or otherwise terminate the agreement, the occupier shall provide at least 30 days' written notice to Wannon Water prior to vacating the premises or terminating the trade waste agreement. Further, where a trade waste agreement ends, the customer shall, at its expense disconnect all infrastructure used to discharge trade waste from the premises into the sewerage system to the satisfaction of Wannon Water. Trade waste charges will continue to apply until such time all infrastructure is disconnected to the satisfaction of Wannon Water.

Where a premises is sold, the new customer is responsible for the pre-treatment equipment and must enter into a trade waste agreement with Wannon Water. Should the pre-treatment equipment be removed and be installed at a new premises, the customer must apply for a new trade waste agreement at the new premises.

Where a change of ownership or occupier occurs that results in a change in the use of the premises, application can be made by the customer to Wannon Water to vary or cancel the trade waste agreement. Wannon Water may require that pre-treatment equipment be removed or altered.

Subject to the requirements of section 151 of the Act, if a customer fails to comply with the requirements of Wannon Water, Wannon Water may enter the premises and carry out the necessary disconnection works and associated costs shall be a debt due and payable by the customer to Wannon Water within 30 days of Wannon Water providing written notice of the costs payable.

### 3.4.20. Obligations of Wannon Water

Wannon Water has a range of obligations to customers, including trade waste customers serviced through this Trade Waste Management Policy.

These obligations, including confidentiality, dispute resolution and relationship management, are outlined in Wannon Water's Customer Charter and Trade Waste Customer Charter and specified in trade waste agreements.

## TRADE WASTE FEES AND CHARGES

### 3.4.21. Fees and Charges

Subject to the provisions of the Act and/or the terms and conditions of any trade waste agreement, Wannon Water may from time to time set fees and charges in relation to the discharge of trade waste including, but not limited to, fees and charges in relation to:

- (a) volume charges
- (b) quality charges
- (c) minor trade waste service charges
- (d) major trade waste annual charges
- (e) application fee
- (f) pre-treatment reporting breach fee
- (g) minor trade waste discharge breach fee
- (h) major trade waste breach fees (level 2, 3 or 4).

### 3.4.22. Termination of Discharge Right

Any failure by a customer to pay any fees or charges due to Wannon Water by the relevant due date shall, subject to the trade waste agreement, entitle Wannon Water to end the right to discharge trade waste and terminate the flow of trade waste from the premises into the sewerage system.

### 3.4.23. Trade Waste Discharge Factors

Where a flow meter is not installed, the trade waste volume charge is determined by multiplying the volume recorded on the water meter by a "discharge factor". Discharge factors are determined by premises type. A schedule of the current discharge factors by premises type is included in Wannon Water's Pricing Handbook.

Where a customer believes that the discharge factor allocated to their premises is not representative of the volume of trade waste being discharged, the customer will be offered the option of installing a flow meter, at the customer's expense, after which the trade waste volume charge will be based on the readings from the flow meter. At the discretion of Wannon Water, the trade waste discharge factor may be adjusted where it is not practicable to install a trade waste flow meter.

Where a customer has an alternative water source (e.g. groundwater bore) Wannon Water requires the customer to install a flow meter to accurately register the volume discharged to the sewerage system.

### 3.4.24. Charges a Lien on the Premises

Where the occupier is not also the owner of the premises, invoices for any fees and charges shall in the first instance be sent to the owner of the premises unless the owner and occupier have completed a Non-Residential Tenant form in which case invoices will be sent to the occupier.

The Non-Residential Tenant form provides that where the occupier fails to pay any fees and charges, the amounts remain the responsibility of the owner as a charge against the premises in accordance with section 274 (4), (4A) & (6) of the Act.

Any debt owed to Wannon Water by the owner of a premises is a charge on the land incorporating the premises under section 274(4A) of the Act.

## COMPLIANCE

A number of enforcement measures exist for customers that fail to comply with their trade waste obligations.

Relevant breach fees may be applied where a customer fails to comply with their trade waste obligations noting that the relevant fees are related to the cost of the breach. A detailed set of trade waste fees and charges, including breach fees, is set out in Wannon Water's Pricing Handbook.

Further, a customer that fails to comply with their trade waste obligations may be guilty of an offence under the Act and risks prosecution.

The enforcement approach set out in the following sections will be implemented at Wannon Water's discretion where a customer fails to comply with their trade waste obligations under the Act, the trade waste agreement or this Trade Waste Management Policy. Subject to the nature of the breach, Wannon Water may elect to by-pass one or more stages.

### Minor Trade Waste Customers

#### 3.4.25. Stage 1 – Reminder Notice

Reminder Notice to be sent to the customer that:

- (a) sets out the nature of the breach
- (b) requires the customer to take action to rectify the breach
- (c) sets out the required timeframe within which the breach is required to be rectified by the customer
- (d) advises that the relevant breach fee will be applied if the breach is not rectified within the required timeframe
- (e) advises that Wannon Water will issue a Notice of Contravention under section 151 of the Act if the breach is not rectified within the required timeframe.

#### 3.4.26. Stage 2 – Notice of Contravention

Notice of Contravention to be sent to the customer in accordance with section 151 of the Act that:

- (a) sets out the nature of the breach
- (b) requires the customer to take action to rectify the breach
- (c) advises of the relevant breach fee that has been applied
- (d) sets out further action that Wannon Water may take as provided for in the Act and/or trade waste agreement.

### 3.4.27. Stage 3 – Further Action

Where the customer fails to comply with a Notice of Contravention, Wannon Water may take further action as set out below. The action taken by Wannon Water will be considered on a case by case basis and will have regard to the nature of the breach.

- (a) Apply a minor trade waste discharge breach fee. This fee is an annual and ongoing fee and will continue to apply until the customer becomes compliant with their trade waste obligations.
- (b) As provided for in section 151(3) of the Act (Notice of Contravention), Wannon Water may:
  - carry out the required works and recover the costs from the customer
  - remove or disconnect the service and recover the costs of doing so from the customer
  - apply to the court for an injunction restraining the customer from contravening the notice.
- (c) Wannon Water may instigate court action against the customer for:
  - a breach of section 178 of the Act (Protection of Sewers). If found guilty, the court can impose a penalty on the customer of up to 200 penalty units plus an additional penalty of 80 penalty units for each day on which an offence continues
  - a breach of section 151 of the Act (Notice of Contravention). If found guilty, the court can impose a penalty on the customer of up to 20 penalty units.
- (d) In accordance with the Water (Trade Waste) Regulations 2014, Wannon Water may disconnect a trade waste customer:
  - during an emergency
  - during a period where there is a threat of damage to any system used by Wannon Water for the conveyance, treatment, re-use or supply of treated wastewater
  - during a period where the discharge of trade waste into Wannon Water's sewerage system may cause Wannon Water to breach a licence issued under section 20 of the Environment Protection Act 1970 that Wannon Water holds for the reprocessing, treatment, storage, containment, disposal or handling of waste.
- (e) Wannon Water may terminate a trade waste agreement in accordance with the terms and conditions set out in the trade waste agreement.

### Major Trade Waste Customers

#### 3.4.28. Level 1 – Breach

- (a) Exceedance of the maximum acceptance criteria detailed in the major trade waste agreement.
- (b) Notification of exceedance sent to customer with an expected response within 14 days. The response is to include;
  - Cause of the breach.
  - Strategy to return the breach to compliance, including time frames.
- (c) The response must be approved by Wannon Water to avoid a Level 2 breach.

### 3.4.29. Level 2 – Breach

- (a) A discharge causing environmental or health and safety compromises, damage to Wannon Water’s assets or the breach poses a risk to Wannon Water’s discharge licence requirements.
- (b) Failure to rectify a Level 1 Breach in the set timeframe.
- (c) Receiving three or more Level 1 Breaches in a 12-month period.

### 3.4.30. Level 3 – Breach

- (a) A discharge causing significant failure of treatment or receiving processes.
- (b) Failure to rectify a Level 2 Breach in the set timeframe.

### 3.4.31. Level 4 – Breach

- (a) A discharge causing immediate unacceptable environmental, health and safety issues or catastrophic failure of Wannon Water’s infrastructure.
- (b) Failure to rectify a Level 3 Breach in the set timeframe.

## 4. Definitions

Term	Means
acceptance criteria	the general acceptance criteria for trade waste as defined, from time to time, pursuant to this Trade Waste Management Policy and approved by the ESC
Act	means the Water Act 1989
customer	means a person who is in occupation or control of a premises whether or not the person owns the premises
customer specific acceptance criteria	means specific standards for a customer, which may be a modification to the acceptance criteria, detailed in a trade waste agreement
ESC	mean the Essential Services Commission, Victoria
person	means an individual, body or association (corporate or unincorporated), a partnership, Commonwealth, State and Territory municipal and other statutory authorities, government departments and agencies
premises	means the whole or part of any land, building, structure, vehicle and/or vessel within which or from which any trade waste is created, dealt with or otherwise discharged or capable of being discharged
sewage	means any human excreta or domestic waterborne waste, whether untreated or partially treated, but does not include trade waste
sewerage district	means the areas specified by the Act, or by Ministerial order under the Act, to be a sewerage district of Wannon Water
sewerage system	means any pipe, channel, tunnel or other conduit, treatment plant, storage or waste disposal or re-use infrastructure which is constructed or provided for the conveyance and/or treatment of sewage or trade waste and is managed, vested in or owned by Wannon Water
trade waste	means any waterborne waste (other than sewage) prescribed by regulations or made under the Act to be trade waste
trade waste agreement	means an agreement entered into or issued by Wannon Water which permits the discharge of trade waste

### 5. Governance

<b>Associated procedures/standards</b>	<ul style="list-style-type: none"> <li>• Trade Waste Customer Charter</li> <li>• Trade Waste Agreements: <ul style="list-style-type: none"> <li>○ Major Trade Waste Agreement Template</li> <li>○ Minor Trade Waste Application Form and Minor Trade Waste Agreement</li> <li>○ Minor Trade Waste (No Pre-treatment) Agreement</li> </ul> </li> <li>• Statement of Approved Trade Waste Acceptance Criteria</li> <li>• Minor Trade Waste Pre-Treatment Equipment Listing</li> <li>• Minor Trade Waste (No Pre-treatment) – Customer Listing</li> <li>• Non-Residential Tenant form</li> <li>• Pricing Handbook</li> </ul>
<b>Legislation and standards</b>	<ul style="list-style-type: none"> <li>• <i>Water Act 1989</i></li> <li>• <i>Water (Trade Waste) Regulations 2014</i></li> <li>• Trade Waste Management Policy</li> <li>• Water Industry Standard – Trade Waste Customer Service</li> </ul>
<b>Endorsement</b>	Executive Committee
<b>Approval</b>	Executive Committee
<b>Policy owner</b>	General Manager Community and Corporate Services
<b>Content enquiries</b>	<ul style="list-style-type: none"> <li>• Branch Manager Customer Services – minor trade waste customers</li> <li>• Branch Manager Operations – major trade waste customers</li> </ul>

### 6. Document version history

Version	Changes made to document
9	Reference to list of Customer Specific Acceptance Criteria added to section 3.4.8. Administrative changes. Updated to current template.