



East Gippsland Water

Trade Waste Customer Charter

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Table of Contents

PART A – Introduction	1
Purpose	1
Commencement	2
Amendment.....	2
Provision of Charter.....	2
Offence	2
PART B – Provision of Trade Waste Services	3
1 Application to Discharge Trade Waste	3
1.1 Consider application	3
1.2 Response to application	3
1.3 Rejecting an application	3
2 Classification of Trade Waste Customers	3
2.1 Classification requirement and purpose	4
2.2 Classification process.....	4
2.3 Explanation of basis for classification	5
3 Risk Identification and Mitigation	5
3.1 Risks assessment by East Gippsland Water	5
3.2 Risk assessment by the Trade Waste customer.....	5
4 Trade Waste Agreements.....	6
4.1 Identify Trade Waste customers	6
4.2 “Deemed” Trade Waste customers.....	6
4.3 Minor Trade Waste customers	7

4.4	Major Trade Waste customers	7
4.5	Matters to be dealt with by a Trade Waste Agreement	7
4.6	Amendments to a Trade Waste Agreement	8
5	Fees and Charges	9
6	Acceptance Criteria.....	9
6.1	Maintain approved statement of acceptance criteria	9
6.2	Changes to acceptance criteria.....	9
6.3	Amendment to statement of approved acceptance criteria	10
6.4	Customer specific acceptance criteria	10
7	Dispute Resolution	11
7.1	Complaints and disputes	11
PART C – Sewerage System Capacity Planning		12
PART D - Definitions.....		13

PART A – Introduction

East Gippsland Water provides sewerage services to customers in the far east of Victoria. These sewerage services include the collection, treatment and disposal of waterborne waste, from industrial or commercial properties, known as Trade Waste.

Trade Waste Customers are the economic drivers of the region. East Gippsland Water acknowledges them as important to the sustainability of the eastern region of Victoria.

The management of Trade Waste at East Gippsland Water is governed by an overarching Trade Waste Management Policy adopted by the Board. It describes the objectives for the management of Trade Waste entering East Gippsland Water's sewerage systems. The objectives of East Gippsland Water's Trade Waste Management Policy are to:

- equitably recover the true cost of acceptance, conveyance, treatment and disposal of trade waste,
- provide financial incentives for trade waste customers to engage in waste minimisation and cleaner production including; waste prevention, recycling and pre-treatment of trade waste,
- ensure the Corporation meets relevant environmental and statutory requirements,
- protect the environment by ensuring that the trade waste accepted does not limit the beneficial re-use of treated water and biosolids,
- promote water conservation,
- protect the health and safety of the public and all people working in the sewerage system by applying strict standards to the discharge of trade waste,
- protect the Corporation's sewerage systems and treatment plants from damage due to potentially harmful substances contained in the trade waste, and
- treat our trade waste customers with fairness and equity.

Implementation of our Trade Waste Management Policy will support East Gippsland 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.

Purpose

East Gippsland Water has issued this Trade Waste Customer Charter to inform its customers about the Trade Waste services performed by East Gippsland Water and the respective rights and responsibilities of East Gippsland 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 www.egwater.vic.gov.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 East Gippsland Water's Trade Waste services comply with the Essential Services Commission's (the Commission's) requirements.

Commencement

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

Amendment

East Gippsland Water will consult with Trade Waste customers on any changes to this Charter and 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 www.egwater.vic.gov.au or upon request.

Provision of Charter

This Trade Waste Customer Charter is available on East Gippsland Water's website www.egwater.vic.gov.au together with other information regarding East Gippsland Water's Trade Waste services and Trade Waste Agreements.

A copy of this Trade Waste Customer Charter is available on request by contacting East Gippsland Water on 1300 720 700 or by email at egw@egwater.vic.gov.au.

East Gippsland 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 www.egwater.vic.gov.au or that a hardcopy is available upon request, or
- to new Trade Waste customers other than "Deemed" Trade Waste customers (refer to clause 4.2) within one month of the Trade Waste customer entering into a Trade Waste Agreement.

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.

PART B – Provision of Trade Waste Services

1 Application to Discharge Trade Waste

1.1 Consider application

East Gippsland Water will consider all applications for the discharge of Trade Waste to the sewerage system.

An application must include:

- a completed application form entitled Trade Waste Application Form, and
- supporting information specified in the application form.

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

- found on East Gippsland Water's website www.egwater.vic.gov.au,
- obtained by visiting East Gippsland Water's offices located at 133 Macleod Street Bairnsdale, or
- by calling East Gippsland Water on 1300 720 700.

Prior to lodging an application customers are encouraged to contact East Gippsland 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

East Gippsland Water will provide a response to all applications for a Trade Waste Agreement 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 East Gippsland Water provides a notice of rejection under clause 1.2, it will also provide a statement of reasons for the rejection at the same time.

2 Classification of Trade Waste Customers

All non-residential customers discharging waterborne waste to the sewerage system are classified as Trade Waste customers. East Gippsland Water is committed to a clear and transparent process in the categorisation of its Trade Waste customers. The system of Trade

Waste customer categorisation is applied in accordance with East Gippsland Water's Trade Waste Customer Categorisation Methodology that includes the following components:

- The nature of the business and the risks posed by the discharge of the Trade Waste to the sewerage system,
- The scale of Trade Waste discharge relative to the capacity of the receiving sewerage collection and treatment system,
- The composition of the Trade Waste, and
- The opportunities for the reuse of reclaimed water.

2.1 Classification requirement and purpose

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

East Gippsland Water will assess all new applications for the discharge of Trade Waste to the sewerage system in accordance with East Gippsland Water's Trade Waste Management Manual.

In doing so, East Gippsland 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,
- any annual Trade Waste management fee, reflecting the level of complexity and resources required from East Gippsland Water to monitor performance and ensure compliance with the Trade Waste Agreement, including the frequency of check sampling to be conducted by East Gippsland Water (if applicable),
- 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 (if applicable), and
- the application of the above requirements for "Deemed" Trade Waste customers. Refer to clause 4.2 for more information on this type of customer classification.

2.2 Classification process

East Gippsland Water classifies Trade Waste customers with consideration to the type of business, industry or activity carried out by the customer and the rating determined by East Gippsland Water associated with the acceptance of that customer's Trade Waste. Refer to the Trade Waste Management Manual for further information.

East Gippsland 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.

East Gippsland 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 East Gippsland Water.

2.3 Explanation of basis for classification

East Gippsland 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 Risks assessment by East Gippsland Water

East Gippsland Water will conduct a risk assessment for all applications to discharge Trade Waste to the sewerage system in accordance with the Trade Waste Management Manual.

East Gippsland Water may complete additional risk assessments during the term of the Trade Waste Agreement.

East Gippsland Water will advise the Trade Waste customer of:

- any identified risks associated with the discharge, and
- any 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 East Gippsland Water's website www.egwater.vic.gov.au.

3.2 Risk assessment by the Trade Waste customer

East Gippsland 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 East Gippsland 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 East Gippsland Water.

4 Trade Waste Agreements

Prior to the discharge of Trade Waste to the sewerage system, customers are required to enter into a Trade Waste Agreement with East Gippsland Water.

4.1 Identify Trade Waste customers

East Gippsland Water will endeavour to identify all Trade Waste customers in its service area and ensure that each customer has a Trade Waste Agreement in accordance with this Trade Waste Customer Charter and the Trade Waste Management Manual.

4.2 “Deemed” Trade Waste customers

East Gippsland 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 East Gippsland Water to require a Trade Waste agreement, 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 East Gippsland Water’s discretion, to have their agreement arise automatically through customer conduct, these types of customers are classified as “Deemed” Trade Waste customers. East Gippsland Water publish a generic form of Trade Waste agreement on www.egwater.vic.gov.au and customers will be notified accordingly that they will enter into that agreement if they continue to discharge.

Customers who, by definition in Water Law, discharge Trade Waste, but that:

- discharge small quantities of Trade Waste to East Gippsland Water’s sewer and which is of a similar nature to domestic sewage, or
- operates a business of a type which discharges small quantities of Trade Waste to East Gippsland Water’s sewer and which is of a similar nature to domestic sewage,
- will be considered “Deemed” Trade Waste customers.

If a Deemed Trade Waste customer continues to discharge Trade Waste they will be taken to have entered into a default Trade Waste Agreement with East Gippsland Water arising by customer conduct.

A listing of the types of customers that East Gippsland Water would consider to fall into this category, as well as the default Trade Waste Agreement arising by customer conduct can be found on www.egwater.vic.gov.au.

East Gippsland 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 East

Gippsland Water. Refer to clause 2.1 for more information on East Gippsland Water's Trade Waste customer classification process.

4.3 Minor Trade Waste customers

On the acceptance of an application from a customer determined to be a Minor Trade Waste customer, East Gippsland Water will provide the customer with a Trade Waste Agreement in the form detailed in appendix 3 of the Trade Waste Management Manual.

The Trade Waste Agreement is entered by the conduct of East Gippsland Water providing the Trade Waste Agreement to the customer and the customer commencing the discharge of Trade Waste to the sewerage system. Neither East Gippsland Water nor the customer is required to execute the Trade Waste Agreement 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 granted by East Gippsland 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.

A copy of the standard Trade Waste Agreement for Minor Trade Waste customers can be found in appendix 3 of the Trade Waste Management Manual, which is available on East Gippsland Water's website www.egwater.vic.gov.au.

4.4 Major Trade Waste customers

On the acceptance of an application from a customer determined to be a Major Trade Waste customer, East Gippsland Water will provide the customer with a Trade Waste Agreement in the form detailed in appendix 3 of the Trade Waste Management Manual.

Both East Gippsland Water and the Trade Waste customer are required to execute the Trade Waste Agreement for the agreement to take effect. The Trade Waste customer must not commence the discharge of Trade Waste to the sewerage system prior to the Trade Waste Agreement being executed, unless East Gippsland Water has provided an interim Trade Waste Agreement to allow information to be obtained regarding the characteristics of the Trade Waste.

For the purposes of the Trade Waste Code and this Trade Waste Customer Charter, any Trade Waste Agreement 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 copy of the standard Trade Waste Agreement for Major Trade Waste customers can be found in appendix 3 of the Trade Waste Management Manual, which is available on East Gippsland Water's website www.egwater.vic.gov.au.

4.5 Matters to be dealt with by a Trade Waste Agreement

East Gippsland Water's Trade Waste Agreements will:

- Specify, as a minimum, the following;

- the parties to the agreement,
 - 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 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,
 - East Gippsland 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 East Gippsland Water may require the customer to cease discharging Trade Waste into the sewerage system, and
 - the circumstances in which East Gippsland 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.

4.6 Amendments to a Trade Waste Agreement

A Trade Waste Agreement can only be amended where:

- if permitted by the Trade Waste agreement 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

East Gippsland 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 Commission for East Gippsland Water. Our approved pricing schedule for Trade Waste is available on East Gippsland Water's website www.egwater.vic.gov.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, which includes the statement of approved acceptance criteria established by East Gippsland Water, except where customer specific acceptance criteria has been agreed to by East Gippsland Water (refer to clause 6.4 of this Trade Waste Customer Charter).

East Gippsland Water's statement of approved acceptance criteria for Trade Waste is available on its website www.egwater.vic.gov.au.

6.2 Changes to acceptance criteria

East Gippsland Water will comply with the Trade Waste Management Policy and Trade Waste Management Manual, 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, East Gippsland Water will consider the matters outlined in clause 2.2 and additionally other matters including:

- East Gippsland 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 Australia for atmospheric contaminants,
- explosive limits for gaseous emissions (5% LEL),
- EPA licence conditions, and
- EPA guidelines, codes and publications.

Subject to clause 6.4:

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

6.3 Amendment to statement of approved acceptance criteria

East Gippsland Water's statement of approved acceptance criteria will only be amended with the Commission's prior written approval.

Prior to applying for the Commission's approval of an amendment to the approved acceptance criteria, East Gippsland Water will:

- advertise on its website and notify all stakeholders (including potentially affected Trade Waste customers, the Commission and the Environment Protection Authority 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.

East Gippsland Water will ensure that any application to the Commission 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 East Gippsland 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

East Gippsland 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.

East Gippsland 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.

If East Gippsland Water provides a notice of rejection or acceptance with amendments, it will also provide to the customer a statement of reasons at the same time.

East Gippsland 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.

East Gippsland Water will provide the Commission with a copy of the register on request.

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

7 Dispute Resolution

7.1 Complaints and disputes

East Gippsland Water will comply with overall Customer Charter and the terms of the Trade Waste Agreement in dealing with any complaints made by the customer or any dispute arising from the Trade Waste Agreement.

East Gippsland Water's overall Customer Charter is available on its website www.egwater.vic.gov.au.

Where a complaint escalates beyond East Gippsland Water's overall Customer Charter and relates to technical or economic aspects of Trade Waste management East Gippsland 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 Commission consider whether the water business has complied with the Trade Waste Code, the Customer Service Code or East Gippsland Water's price determination.

PART C – Sewerage System Capacity Planning

East Gippsland Water's ability to accept and treat Trade Waste is regularly considered as part of its business planning processes.

PART D - Definitions

East Gippsland Water	means the East Gippsland Region Water Corporation ABN 40096764586.
acceptance criteria	means the criteria applied by East Gippsland Water to determine whether Trade Waste may be accepted into the sewerage system.
approved acceptance criteria	means <i>acceptance criteria</i> which have been approved by the Commission 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.
Commission	means the Essential Services Commission of Victoria.
complaint	means a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by East Gippsland Water, including a failure of East Gippsland Water to observe its published policies, practices or procedures.
customer	means a person who is: <ul style="list-style-type: none"> • an owner and occupier of a property connected to East Gippsland Water’s sewerage system, or • an owner of a property which is connected to East Gippsland Water’s sewerage system but is not an occupier, or • an occupier of a property that is connected to East Gippsland Water’s sewerage system and is liable for usage charges, or • an authorised representative of the owner or occupier of a property connected to East Gippsland Water’s sewerage system.
Customer Service Code	means the Customer Service Code – Metropolitan and Regional Water Businesses published by the Commission under Section 4F of the Water Industry Act 1994.
“Deemed” Trade Waste customer	means customers that discharge small amounts of Trade Waste and who, as a result of this discharge are taken to have entered into a default Trade Waste Agreement with East Gippsland Water arising by customer conduct in accordance with clause 4.2.
discharge acceptance point	means the point at which the Trade Waste enters the sewerage system.
Major Trade Waste Customer	means a customer that discharges an unusually large volume and/or strength of trade waste. These customers (generally larger commercial or industrial type businesses) are required to hold a

			trade waste agreement before discharging trade waste. The trade waste agreement will be specifically tailored to their business process and the wastes they discharge.
Minor Trade Waste Customer			means a customer that has a trade waste apparatus or other form of on-site treatment of the waste discharged to sewer. This includes customers who should have such a device. These customers (generally small commercial type businesses) are required to hold a trade waste agreement before discharging trade waste to the sewer. These businesses produce a trade waste that is greater in volume or strength than domestic sewage, but not to a large degree.
Price Determination			means the East Gippsland Water Determination (1 July 2008 – 30 June 2013) made by the Commission 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 East Gippsland Water.
Trade Waste			has the meaning given to that term in the relevant <i>water law</i> (act, by-law or regulation).
Trade Waste Agreement			means written 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 East Gippsland 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 Manual			means the Trade Waste Management Manual published by East Gippsland Water and amended from time to time.
Trade Waste Management Policy			means the Trade Waste Management Policy, adopted by the Board of East Gippsland Water and amended from time to time (available as appendix 1 in the Trade Waste Management Manual on East Gippsland Water’s website).
Water law			means the Water Act 1989 and the Water Industry Act 1994, and any regulations or subordinate legislation and guidance made under those Acts.

Interpretation

Any question as to whether East Gippsland Water has complied with the Trade Waste Code will be determined by the Commission on the basis of the Commission'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.