



TRADE WASTE MANAGEMENT MANUAL

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1. Purpose

Industrial and commercial waste, also known as trade waste, is essentially the liquid waste from any non-domestic source. Without appropriate information on the waste, transportation and treatment, this waste can be an issue for sewerage systems including treatment processes and the environment.

Section 178 of the Water Act 1989 provides that it is an offence for a person to cause or permit anything other than sewage or trade waste discharged in accordance with a trade waste agreement to be discharged into the sewerage system of a water business.

East Gippsland Water (EGW) will manage trade waste acceptance services in accordance with the principles of cost effectiveness, fairness, environmental sustainability and social responsibility. In doing so our objectives are to:

- 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 its corporate licence, relevant environmental and statutory requirements.
- Ensure the trade waste accepted does not limit the beneficial reuse of treated water and biosolids application to land.
- 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, including corrosion and odours.
- Treat our trade waste customers with fairness and equity.

The purpose of this manual is to create a document that contains all East Gippsland Water trade waste information.

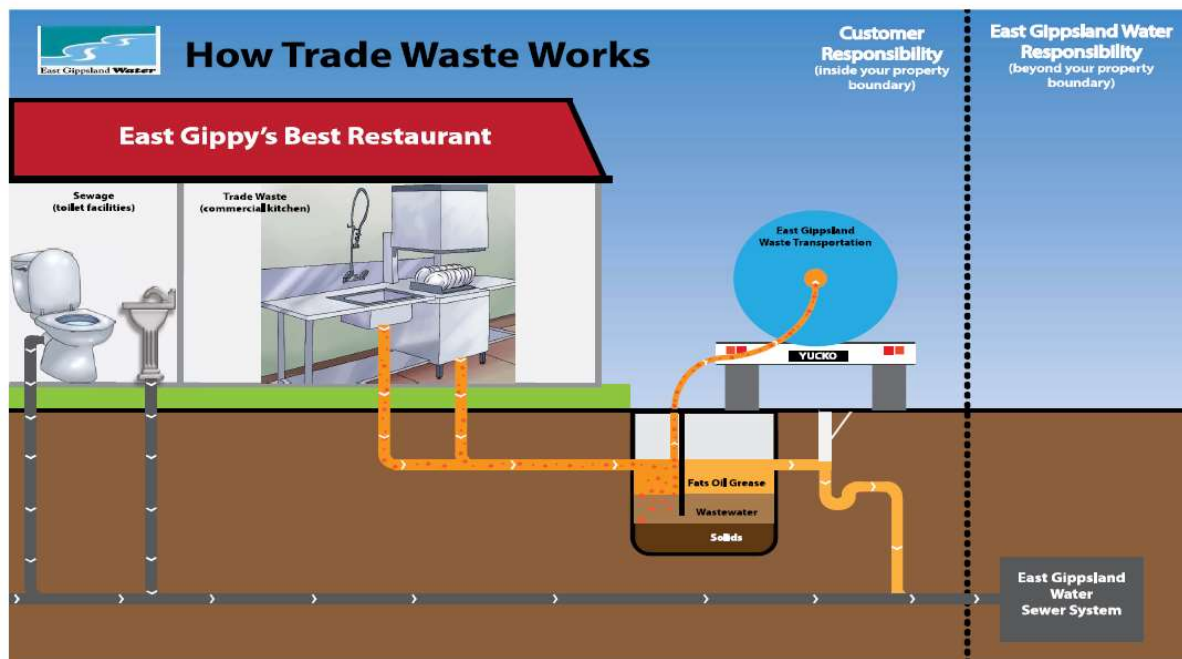
Please also refer to:

- Water Act 1989
- Environment Protection Act 1970
- Essential Services Commission trade waste customer service code
- EGW trade waste charter
- EGW trade waste Policy 051 adopted by the EGW board
- EGW Standard Approved Acceptance Criteria

2. EGW trade waste FAQs

What is trade waste?

Trade waste is any liquid waste (and substance contained in it) generated by any industry, business, trade or manufacturing process, other than domestic waste, acceptable for discharge to sewer. This waste may need to be treated before it is discharged to protect East Gippsland Water's sewer systems. A full definition of trade waste, is included in East Gippsland Water's trade waste agreement.



What is a trade waste agreement?

Under the Water Act 1989, commercial properties discharging trade waste are required to have a written Trade Waste Agreement outlining conditions of discharge to East Gippsland Water's sewer. Agreements are usually split into two categories:

- **Minor Trade Waste Agreements**

These cover the majority of agreements that East Gippsland Water enters into, and usually deals with standard types of trade waste, such as greasy waste generated by food preparation premises.

- **Major Trade Waste Agreements**

These cover businesses generating large volumes of different types of trade waste. Major Trade Waste Agreements are usually more complex than Minor Trade Waste Agreements and may involve a different level of charges.

Deemed customers are non-residential customers who discharge low volumes of low strength wastewater and are considered too small to require an agreement. A deemed customer does not need to pay trade waste charges or hold a site-specific trade waste agreement. These customers must advise East Gippsland Water of any changes to their waste discharge. If in doubt, please call East Gippsland Water to discuss.

What is a trade waste appliance?

The purpose of a trade waste appliance is to trap and partially treat waste material and prevent it from entering the sewerage system. Common types of trade waste appliances are grease interceptors, triple interceptor traps, cooling pits, etc.

Why does East Gippsland Water manage trade waste?

There are various aspects of the East Gippsland Water Trade Waste Program including:

- Identification of properties that discharge a trade waste. This includes identification of properties that have a suitable trade waste appliance, and those that don't.
- Ensuring that written agreements are in place for all relevant properties. Many businesses have existing agreements but these may need to be updated.
- Ensuring that suitable trade waste appliances are installed in situations where they are not currently installed, or are inadequate.
- Ensuring that businesses are being charged correctly.
- Monitoring of the system and inspections to ensure adherence to Trade Waste Agreements.

Our trade waste management program manages risk to:

- Protect the sewer system by preventing blockages and spills
- Protect the health and safety of sewer workers
- Protect the wastewater treatment plant processes
- Protect the environment

What are my trade waste legal obligations?

The primary legal obligation, applicable to all trade waste producers in Victoria who discharge to a sewer network, is that they hold a valid trade waste agreement with their local water corporation.

Section 178 of the Water Act 1989, states that it is an offence to discharge trade waste into the sewerage system managed by East Gippsland Water without a Trade Waste Agreement or consent.

How do I connect to the sewer?

You must use a licensed plumber to connect your business to sewer for the purposes of discharging trade waste. An application to connect form must be completed and reviewed by the EGW Technical Officer Property Connections.

How do I apply for a trade waste agreement?

Please complete East Gippsland Water's Application to Discharge Trade Waste form which can be found on our website (www.egwater.vic.gov.au). Alternatively, you can request a copy over the phone (1800 671 841) or from the front counter at our head office, 133 Macleod Street, Bairnsdale.

Will all my business competitors be involved in this program?

Yes. All retail and industrial businesses generating a trade waste are required to enter into a Trade Waste Agreement with East Gippsland Water.

If I don't have a trade waste appliance, or my existing trade waste appliance is inadequate, what do I do?

At the time of first inspection, the Corporation's officer will determine if you require installation or upgrading of a trade waste appliance.

A period of up to six months will be permitted to complete the installation or alterations. However, if the trade waste is such that it may cause damage to the Corporation's assets or endanger its employees, work will need to be undertaken immediately.

A registered plumber will need to be engaged to carry out this work.

If I have a suitable trade waste appliance, why do I have to pay trade waste charges to the Corporation?

Trade waste appliances are not sophisticated enough to trap all the pollutants in the wastewater stream. Further treatment is therefore required downstream at East Gippsland Water's wastewater treatment plants. As part of the user-pay system, your trade waste charges contribute to the cost of treatment as well as inspections, monitoring of the system and administration of the trade waste program.

How will I receive my trade waste charges?

Minor trade waste charges will be included on your regular rate notice. Please refer to East Gippsland Water's tariff schedule available on our website for a list of relevant charges.

Major trade waste agreements that involve more complex calculations will require a separate account.

Do I have to pay to have my trade waste appliance cleaned?

Yes. Trade waste charges do not include the cost of removal of the accumulated waste in the appliance. It is your responsibility to arrange and pay the associated costs of regular removal of the material (frequency will depend on the size of the unit). The Environment Protection Authority requires the contractor to have a suitable permit. You must retain written evidence of each pump out and provide a copy to East Gippsland Water.

Will my premises be inspected?

Yes. East Gippsland Water will maintain a database and carry out inspections to ensure adherence to trade waste agreements. The frequency of these inspections will depend upon the type of trade waste appliance installed.

My business has changed and I no longer produce trade waste. What are my options?

A trade waste appliance may be disconnected, by a licensed plumber, due to a change in business type or if the business has sold or closed. An inspection of the disconnection may be carried out by the Property Connections Officer.

You are required to contact East Gippsland Water to advise of this information. Charges will continue until you have notified East Gippsland Water and you will be liable for ongoing charges until evidence is provided of the disconnection.

3. Application to discharge trade waste

Customers wishing to discharge trade waste not covered by a deemed trade waste agreement, must:

- apply for; and
- have entered into,

a trade waste agreement, *before* discharging trade waste into East Gippsland Water's sewerage system.

An application to discharge trade waste must be lodged with East Gippsland 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) shop fit outs of a premises;
- (e) during the processing of an application to subdivide a premises; and/or
- (f) where a change of process technology occurs.

East Gippsland Water may identify existing trade waste dischargers that are not recorded as trade waste customers in East Gippsland 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 advised they are subject to a deemed trade waste agreement.

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

If trade waste is discharged at a property and an application or agreement is not entered into by the customer or a trade waste apparatus is not fitted, East Gippsland Water will send a letter stating that it is an offence for a person to cause or permit anything other than sewage or trade waste discharged in accordance with a trade waste agreement to be discharged into the sewerage system of a water business. This letter will request the customer engage a licensed plumber to connect an appropriate trade waste device at the above mentioned property and/or complete an application form with us within 30 days of the date of this letter.

If East Gippsland Water receive no response from this letter and the customer continues to discharge trade waste without our approval and is in breach of the trade waste charter or the Water Act, East Gippsland Water may restrict or stop the occupier from discharging trade waste from the building to East Gippsland Water's sewer.

4. EGW Assessment of Application

Applications to discharge trade waste will be assessed in accordance with this Trade Waste Management Manual and the EGW trade waste charter.

There is no obligation for East Gippsland Water to give approval for a trade waste discharge through entering into or issuing a Trade Waste Agreement.

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

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

- may require the customer to install pre-treatment equipment to the satisfaction of East Gippsland Water prior to commencing the discharge; and
- will detail any other conditions that must be complied with.

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

5. Categories of Trade Waste Customers

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. 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:

- Customer location relative to the receiving treatment plant,
- Compliance performance history of that customer,
- Any risk to the environment and health and safety,
- 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 potential impact on the treatment process, reclaimed water and biosolids.

A business can only fall into one trade waste category.

East Gippsland Water categorises Trade Waste customers into the following three groups;

Category	Description
1	<p>Deemed</p> <p>A business that does not have a trade waste apparatus or other form of on-site treatment of the waste discharged to sewer. These businesses are deemed to have a trade waste agreement, because they produce low volumes of trade waste that is similar in nature to domestic sewage.</p>
2	<p>Minor</p> <p>A business that has a trade waste apparatus or other form of on-site treatment of the waste discharged to sewer. This includes businesses that should have such a device. These businesses (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.</p>
3	<p>Major</p> <p>A business that discharges an unusually large volume and/or strength of trade waste. These businesses (generally larger commercial or industrial type businesses) are required to hold a trade waste agreement before discharging trade waste to the sewer. The trade waste agreement will be specifically tailored to their business process and the wastes they discharge.</p>

Table 1 Trade Waste Customer Categories

Category 1: Businesses Deemed to have a Trade Waste Agreement

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 Customer Service 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. Examples of businesses that may possibly fit into this category are listed in the table below. This list is a sample only, and other businesses may fit into this category. Some businesses listed below may still be required to have a Trade Waste Agreement due to other circumstances.

East Gippsland Water will send a notification letter to possible deemed customers to request they advise of any changes to their trade waste discharge. An attachment to this letter will be our letter of consent to discharge trade waste. Please refer appendix 4.

Businesses Deemed to have a Trade Waste Agreement	
Sandwich / coffee shops where no hot food, other than drinks, are prepared or served on the premises	Retail outlets or clerical type service providers with only staff toilets and lunch rooms
Beauticians and hairdressing salons	Opticians
Doctor's surgeries where no plaster casts are made on the premises	Day care centres where no hot food, other than drinks, are prepared or served on the premises
Fruit and vegetable retail outlets	Juice bar
Motels with no hot food or laundry facilities	Dental technician where no x-rays or plaster casts are made on the premises
Florists	Jewellery shops

Table 2 Types of Businesses Deemed to have a Trade Waste Agreement

Category 2: Businesses Requiring a Minor Trade Waste Agreement

Most of East Gippsland Water's Trade Waste customers fit into this category. Examples of businesses that may possibly fit into this category are listed in the table below. This list is a sample only, and other businesses may also fit into this category.

Businesses Requiring a Minor Trade Waste Agreement	
Food Preparation	
Bakeries	Donut shops
Hot bread kitchens	Ice cream parlours
Boarding houses	Bed & breakfast accommodation
Hotels	Motels
Restaurants	Commercial kitchens
Sandwich / coffee shops where hot food is prepared or served on the premises	Takeaway food shops
Butchers	Delicatessens
Cafeterias	Canteens
Clubs where hot food may be prepared or served on the premises	Community halls where hot food may be prepared or served on the premises
Schools with 'Home Science' rooms	Hospitals
Reception centres	Function centres
Garbage washes	Fish mongers
Vehicle/Engine Maintenance and Cleaning	
Radiator repairs	Panel Beating / Spray Painting
Car wreckers	Vehicle washing
Lawn Mower / chainsaw repairers	Service stations
Mechanical workshops	Engine / gearbox reconditioning
Car detailing	

Chemicals and Paint	
Laboratories	School laboratories
Screen printers	Maintenance workshops
TAFE / school workshops	
Photographic and X Ray	
Photographic	X Ray and Radiation Devices (including Photo Processing, Dental, Medical Practices)
Other Process	
Specialist doctor (plaster)	Building Services (air conditioning)
Catteries	Kennels
Laundromats	Hobby clubs / crafts
Drycleaners	Municipal pool
Boilers	Morgue

Table 3 Types of Businesses Requiring a Minor Trade Waste Agreement

6. Guidelines for sizing apparatus

Food Preparation		
Business Type	Guide for Size of Trade Waste Apparatus Required	Possible Origin of Waste (Type of Waste)
Large Commercial Kitchens (Homes/Nursing Homes)	2000 litre Grease Interceptor Trap	Pot Sink, Hand Basin, Floor Waste Gully, Commercial Dish Washer, Oven and Steam Oven. (Oil, Grease, Fat and Food Particles)
Restaurant - Large (Including Hotels, Motels and Clubs)	2000 litre Grease Interceptor Trap	Pot Sink, Hand Basin, Floor Waste Gully, Commercial Dish Washer, Oven and Steam Oven. (Oil, Grease, Fat and Food Particles)
Restaurant - Small (Including Hotels, Cafes and Wine Bars)	1100 litre Grease Interceptor Trap	Sink, Hand Basin, Floor Waste Gully, Commercial Dish Washer, Oven and Steam Oven. (Oil, Grease, Fat and Food Particles)
Fast Food (Asian/Noodles Bars)	800 litre Grease Interceptor Trap	Sink, Floor Waste Gully and Wok Table (constant water wash). (Cooking Oil and Food Particles)
Fast Food (Pizza Restaurant/Takeaway)	1100 litre Grease Interceptor Trap	Sink, Hand Basin, Floor Waste Gully and Commercial Dish Washer. (Cooking Oil and Flour)
Fast Food (Fish & Chips, Deep Frying and Hamburgers)	800 litre Grease Interceptor Trap	Sink, Hand Basin and Floor Waste Gully. (Oil, Grease and Batter)
Fast Food (Roasting Chicken and Kebabs)	800 litre Grease Interceptor Trap	Sink, Hand Basin and Floor Waste Gully. (Oil, Grease, Fat and Food Particles)
Motel Kitchen (Breakfast Cooking Only)	Minimum 250 litre Grease Interceptor Trap	Sink and Domestic Dishwasher. (Oil, Fat and Food Particles)

Food Preparation		
Business Type	Guide for Size of Trade Waste Apparatus Required	Possible Origin of Waste (Type of Waste)
Bakery - Small (Bread and Savouries eg Bakers Delight)	Minimum 600 litre Grease Interceptor Trap	Large Sink, Hand Basin and Floor Waste Gully. (Oil, Food Particles and Flour)
Bakery - Large (Bread, Pastries, Pies, Pasties and Sausage Rolls)	Minimum 1100 litre Grease Interceptor Trap	Large Sink, Hand Basin, Commercial Dish Washer and Floor Waste Gully. (Oil, Fat, Food Particles and Flour)
Butcher Shop	Minimum 600 litre	Sink, Hand Basin and Floor Waste Gully. (Fat from Meat and Sausage Making)
Delicatessen	Minimum 250 litre Grease Interceptor Trap	Sink, Hand Basin and Dish Washer. (Vegetable Oils, Grease from Small Goods and Food Particles)
Supermarket (Butcher, Bakery, Delicatessen and Chicken Rotisserie)	Minimum 1100 litre Grease Interceptor Trap (may require 2000 litre or larger if all related departments are combined)	Sink, Hand Basins, Floor Waste Gully and Commercial Dish Washer (Oil, Fat from Meat, Grease, Food Particles and Flour)

Vehicle/Engine Maintenance and Cleaning		
Business Type	Guide for Size of Trade Waste Apparatus Required	Possible Origin of Waste (Type of Waste)
Car Washing - Single Bay (wash bay attached to garage/mechanical workshop)	Silt Pit, Roofing/Storm Water Diversion, 1000 litres/hour Oil and Petrol Separator.	Washing of Vehicles and Motor Parts. (Road Grime, Dirt/Mud, Oil, Petrol/Diesel and Grease)
Car Washing - Multiple Bays (car wash, may include automatic wash bay)	Silt Pit, Roofing/Storm Water Diversion, Minimum of 1000 litres/hour Oil and Petrol Separator for every two bays.	Washing of Vehicles and Trailers/Boats. (Road Grime, Dirt/Mud, Oils, Petrol/Diesel and Grease)
Heavy Vehicle/Truck Wash (for other than stock trucks, may be attached to garage/mechanical workshop)	Silt Pit, Roofing/Storm Water Diversion, 1000 litres/hour Oil and Petrol Separator.	Washing of Trucks, Trailers and Motor Parts. (Road Grime, Dirt/Mud, Oils, Petrol/Diesel and Grease)
Truck Wash (attached to saleyards for stock trucks)	Silt Pit, Roofing/Storm Water Diversion, 1000 litres/hour Oil and Petrol Separator and Screening.	Washing of Trucks and Trailers. (Road Grime, Dirt/Mud, Oils, Petrol/Diesel, Grease, Grass and Animal Manure)
Farm Machinery Repair Workshops	Silt Pit, Roofing/Storm Water Diversion, Minimum of 1000 litres/hour Oil and Petrol Separator and Screening.	Washing of Trucks, Farm Machinery, Tractors and Motor Parts. (Dirt/Mud, Oils, Petrol/Diesel, Grease, Grass and Animal Manure)
Heavy Vehicle/Machinery Workshops	Silt Pit, Roofing/Storm Water Diversion, Minimum 1100 litres/hour Oil and Petrol Separator.	Washing of Trucks, Trailers, Machinery, Graders, Bobcats, Backhoes and Motor Parts. (Road Grime, Dirt/Mud, Oils, Petrol/Diesel and Grease)

7. Statement of Approved Acceptance Criteria

These are standards for the acceptance of trade waste discharged to any of East Gippsland Water's sewerage systems

East Gippsland Water accepts a variety of industrial and commercial trade waste, all of which must comply with the following standards before being discharged into the sewerage system. Exceptions to these standards may be granted and will be stated on the Trade Waste Agreement. This is referred to as customer specific acceptance criteria and maintained in a register.

Should East Gippsland Water introduce an amendment to the below acceptance criteria, it will be done so through a customer consultation process calling for submissions from interested parties and it will need to be approved by the Essential Services Commission.

Physical Characteristics

1. Temperature

The temperature shall not exceed 38 degrees Celsius.

2. Solids

- a) Gross solids shall pass a bar screen with 13 mm openings between the bars and gross solids shall have a quiescent settling velocity not greater than 3 m/hr;
- b) The suspended solids concentration shall not exceed 500 mg/l;
- c) The total dissolved solids (TDS) concentration shall not exceed 1000 mg/l or an electrical conductivity (EC) of 1565 $\mu\text{S/cm}$, and
- d) The characteristics of the trade waste must:
 - Have a sodium concentration that does not exceed 200 mg/l or a total daily load of 100 kg/day,
 - Have a Sodium Absorption Ratio (SAR) of 5 or less, and
 - Have a chloride concentration that does not exceed 250 mg/l.
- e) No fibrous material which in the opinion of the Corporation is likely to cause obstructions in the sewer or drain shall be present.

3. Oils and Greases

- a) There shall be no free or floating layer;
- b) Oil and Grease shall not exceed a maximum of 100 mg/l.

4. Radioactivity

No radioactive waste shall be discharged to sewer.

Chemical Characteristics

5. pH Value

The pH value shall be within the range of 6.0 to 9.0.

6. Organic Strength

- a) The total 5 – day Biochemical Oxygen Demand (BOD₅) concentration shall not exceed 500 mg/l.
- b) The soluble component of 5 –day Biochemical Oxygen Demand (BOD₅) concentration shall not exceed 250 mg/l
- c) The Chemical Oxygen Demand (COD) concentration shall not exceed 1500 mg/l.

7. Nitrogen

The concentration of:

- a) Total Nitrogen shall not exceed 150 mg/l.
- b) Ammonia, plus ammoniacal ion (expressed as N) shall not exceed 50 mg/l.

8. Metals

The maximum allowable load and concentration of metals shall be as stated in Table 1.

Element	Maximum Allowable Load in grams per day (g/day)	Maximum Allowable Concentration in milligrams per litre (mg/l)
Aluminium	2500	100
Beryllium	100	2
Boron as B	100	100
Cadmium	10	1
Chromium (Total)	2500	5
Cobalt	50	5
Copper	1000	2
Iron	10000	100
Lead	50	1
Manganese	100	4
Mercury	0.5	0.005
Molybdenum	250	2
Selenium	250	5
Silver	10	1
Nickel	10	1
Tin	7500	5
Zinc	7500	5
Total Heavy Metals (not including Iron)	7500	15

Table 1 Maximum Allowable Load and Concentration of Metals

9. Corrosive and Toxic Substances

The maximum allowable concentrations of corrosive and toxic substances shall be as stated in Table 2.

Element	Maximum Allowable Concentration in milligrams per litre (mg/l)
Arsenic	1
Cyanide as CN	5
Fluoride	10
Formaldehyde (expressed as HCOH)	50
Phenol & chemical derivatives of Phenol (as Phenol)	5

Phosphorus as P	12
Total Oxidised Sulphur	200
Sulphide as S	1

Table 2 Maximum Allowable Concentration of Corrosive and Toxic Substances

No waste which the Corporation deems may be toxic to;

- any person,
 - sewage treatment process of the Corporation,
 - the environment receiving treated effluent,
- or may be harmful to;

- the composition of the sewer, or
 - other equipment comprising the sewerage system,
- shall be discharged to a sewer without the specific approval of the Corporation.

10. Organic Compounds

The maximum allowable concentrations of organic compounds shall be as stated in Table 3.

Parameter	Maximum Allowable Concentration in milligrams per litre (mg/l)
Total Petroleum Hydrocarbons (C6-C9)	1
Total Petroleum Hydrocarbons >C9	30
Pesticides	Not Permitted
Halogenated Aliphatic Hydrocarbons	5
Polynuclear Aromatic Hydrocarbons	Not Permitted
Polychlorinated biphenyls (PCB's)	Not Permitted
Explosive Substances	Not Permitted
Ethylene Glycol	1000
Storm Water and uncontaminated run-off	Not Permitted

Table 3 Maximum Allowable Concentration of Organic Compounds

11. Head Space Air

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

12. Other Substances

The trade waste customer may discharge trade waste containing any substance not otherwise mentioned in this Agreement in a concentration no greater than 1 µg/l

8. Non-compliance & dispute resolution

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, East Gippsland Water can issue a notice of non-compliance to the customer, under the Water Industry Act 1984 and Water Industry Regulations 2006.

East Gippsland 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;

A trade waste notice may also be issued if the occupier does not respond to requests from East Gippsland Water or provide documents such as pump out documentation.

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.

East Gippsland 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, East Gippsland Water will issue a Formal Letter of Non-compliance, which requires the customer to:

- Review its trade waste treatment process;
- Attend a meeting with East Gippsland Water's Officers to discuss reasons for the breach and action taken or proposed to prevent a recurrence of the non-compliance; and

If the non-compliance was related to parameter limits, then East Gippsland 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, East Gippsland 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, East Gippsland Water will terminate the customer's Agreement. The customer must then cease discharging trade waste effluent to East Gippsland Water's sewer immediately.

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, the trade waste category rating of the customer will be reviewed to ensure that appropriate monitoring with regards to the customers history is undertaken.

Dispute resolution

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.

9. Risk identification and Mitigation

East Gippsland Water may conduct a risk assessment for all applications to discharge Trade Waste to the sewerage system. 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.

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.

10. Fees and charges

Subject to the provisions of the Act and/or the terms and conditions of any trade waste agreement, East Gippsland Water may from time to time set fees and charges in relation to the discharge of trade waste.

Fees must accord with the Price Determination and be approved in accordance with requirements under the *Water Act 1989*.

The Trade Waste fees and charges have been set by East Gippsland Water in accordance with principles determined by the Essential Services Commission. Prices for each fee and charge are specified in East Gippsland Water's Schedule of Charges which is published at www.egwater.vic.gov.au.

The annual fee applies to minor Trade Waste customers. The annual fee has been determined by the Essential Services Commission and covers the cost of establishing the Trade Waste Agreement and ensuring that the customer complies with its requirements.

Major Trade Waste customers are billed based on the volume of Trade Waste and the costs associated with treating the additional load, this cost is determined using:

- Volume of Trade Waste discharged from the property as measured by a flow meter; and/or;
- A strength charge
- A sampling charge
- Auditing/Inspection fee

For each major trade waste customer the specific billing is detailed in their Trade Waste agreement.

APPENDIX

1. Sample Trade Waste Application Form



EAST GIPPSLAND REGION WATER CORPORATION **Application to Discharge Trade Waste to the Sewerage System**

GENERAL INFORMATION

1. COMPLIANCE STANDARDS FOR DISCHARGE

- a) The discharge of trade waste to East Gippsland Water's sewerage system must at all times comply with the Trade Waste Agreement.

2. ACCESS TO PROPERTY

- a) Under the Water Act 1989 Section 133, East Gippsland Water has the authority to access the business premises for the purpose of ascertaining whether the discharge of trade waste is in accordance with the terms and conditions of the Trade Waste Agreement. This includes, but is not limited to, sampling the trade waste.

3. TRADE WASTE CHARGES

- a) Charges for Trade Waste customers will be applied as per the 'East Gippsland Water Prices Schedule' for the current financial year. These tariffs are published annually on the East Gippsland Water website: www.egwater.vic.gov.au

4. OTHER CONDITIONS

- a) Customers shall notify East Gippsland Water in writing of their intention to make any change in business operation which, in any way whatsoever, could affect the details of the Trade Waste Agreement. This includes process changes, business changes or the sale or vacation of a property.
- b) East Gippsland Water requires customers to retain written evidence of each pump out of their Trade Waste Apparatus for a period of two years. This documentation must be presented to East Gippsland Water's Authorised Officer or Agent during periodic inspections or audits. All Waste Removal Contractors must be registered with the Environment Protection Authority Victoria (EPA) and have a current EPA waste transport permit.
- c) East Gippsland Water reserves the right to update, amend or renew the Trade Waste Agreement as may be determined by East Gippsland Water from time to time.
- d) East Gippsland Water may require further (more detailed) information about the trade waste, before a Trade Waste Agreement can be drawn up. This may include, but is not limited to;
- i. A site plan detailing the location of trade waste generating fixtures, trade waste apparatus and connections to sewer,
 - ii. Material Safety Data Sheets (MSDS) for the chemicals in the trade waste.

PLEASE ENSURE THAT ALL DETAILS ON THIS APPLICATION ARE COMPLETED ACCURATELY

SHOULD YOU REQUIRE ASSISTANCE COMPLETING THIS APPLICATION PLEASE CONTACT

EAST GIPPSLAND WATER

PH: 1300 720 700

ADDRESS OF BUSINESS PREMISES

Street No: Street:

Town: Postcode:

Lot No. & Plan: or

Crown Allotment No. Section & Parish:

Volume No.: Folio No:

DETAILS OF CUSTOMER

Name of Company:

Trading Name of Company:

Registered Address of Company:

Postal Address (if different from Registered Address):

.....

Name of Director or Authorised Officer of Company:

Contact Name: Ph:

Email: Fax:

DETAILS OF BUSINESS PREMISES OWNER (if Customer is not the owner)

Name of Company:

Contact Name: Ph:

Email: Fax:

If a Commercial Tennant Registration Form has not already been completed and forwarded to East Gippsland Water, it must accompany this trade waste application.

DISCHARGE SUBSTANCES

Please specify the substances / chemicals / contaminants that may be present in the Trade Waste.

Fat / Cooking Oil	Food Particles	Laundry Waste	Photographic Waste
Disinfectants	Acids / Alkalis	Motor Oil / Petroleum	Dirt / Sand
Detergents	Salt / Brine	Herbicides / Pesticides	Animal Waste
Meat Processing Waste	Other (please specify)		

TRADE WASTE APPARATUS

Please specify the number of trade waste apparatus on the premises, or to be installed on the premises.

Grease Interceptor Trap Size:	Silt Pits Size:	Neutralizer Tank Size:	Mixing Tank Size:
Triple Interceptor Trap Size:	Settling Pits Size:	Strainer Pit Size:	Silver Recovery Unit Size:
Plate Separator Size:	Cooling Pits Size:	Lint Collector Size:	Screen Size:

Other (please specify)
Size:

If a trade waste apparatus is yet to be installed, please specify the basis for determining it's type and size:

Specified by Plumber/Consultant Other (please specify)

WASTE REMOVAL CONTRACTOR

Please specify the EPA Registered Waste Removal Contractor that is / will be used and the frequency that the trade waste apparatus is / will be cleaned out:

Contractor:

Frequency:

DISCHARGE VOLUME

If the expected discharge volume is to be greater than 1,000kl per annum please specify:

Average daily flow:

Maximum instantaneous flow rate:

CUSTOMERS STATEMENT

The information provided in this form is true and correct and should East Gippsland Water approve this application, I agree to abide with the terms and conditions in the Trade Waste Agreement.

Director or Authorised Officer of Company:

Name:

Signature: Date :/...../.....

OFFICE USE ONLY:

This application is approved and the details transferred to a Trade Waste Agreement.

Name:

Signed: Date :/...../.....

Type of Trade Waste Agreement

Minor Commercial

Minor Industrial

Major Industrial

Account Number: Date Registered:/...../.....

2. Sample Trade Waste Agreement



Agreement to Dispose of Trade Waste
to the
“Name of Sewerage Scheme” Sewerage
System

“Trading Name of Company”

“Address of Premises”

Between:

"Name of Company"

(trading as **"Trading Name of Company"**)

of **"Address of Company"**

"Address of Company"

(**"Postal Address of Company"**)

(**Disposer**)

and

East Gippsland Region Water Corporation

(trading as East Gippsland Water)

of 133 Macleod Street

Bairnsdale Vic 3875

(PO Box 52 Bairnsdale Vic 3875)

(**Corporation**)

1 *Definitions*

The expressions appearing in bold in this clause 1 have the meanings set out below.

"Act" means the Water Act 1989;

"Agreement" or **"Trade Waste Agreement"** means this document and includes any schedule or annexure to it;

"Corporation" means East Gippsland Region Water Corporation (trading as East Gippsland Water) and includes any applicable predecessor or future statutory or corporate body holding the rights and obligations of the East Gippsland Region Water Corporation;

"Disposer" means the disposer of the Trade Waste under this Agreement and includes directors of the Disposer company (if applicable) and all executors, trustees, administrators, receiver, managers, liquidators, transferees, assigns and beneficiaries of the Disposer;

"EPA" means Environment Protection Authority Victoria

"Premises" means the premises from which the Trade Waste may only be disposed, specifically the premises described in clause 2.1;

“Sewerage Scheme” means the **??Bairnsdale??** Sewerage District. Wastewater from this Sewerage Scheme is treated at the **??Bairnsdale??** Wastewater Treatment Plant.

“Trade Waste” means

- (1) Any matter discharged as a result of trade, industrial, commercial, medical, dental, veterinary, agricultural, horticultural or scientific activities;
- (2) Any matter consisting solely or partly of food, or which results from any process connected with the preparation, on premises other than private residences, of food for consumption;
- (3) Any matter discharged from any laundry –
 - a) used for the purposes of a private or public hospital, school or any other institution; or
 - b) used for the purposes of an hotel, motel or similar establishment; or
 - c) used for any other commercial purposes; or
- (4) Any matter discharged –
 - a) from any cooling, refrigeration or air-conditioning system installed on premises where any activity referred to in paragraph (a) occurs; or
 - b) from any ships ballast; or
 - c) as polluted storm-water run-off; or
 - d) as run-off from water used to extinguish a fire or to deal with any other hazard or emergency on premises where any activity referred to in paragraph (a) occurs; or
 - e) as leachate from any private, commercial or municipal landfill or from a commercial composting or vermiculture facility; or
 - f) as sewage sludge from a facility for the disposal of nightsoil, septic tank sludge or sewage treatment plant sludge; or
 - g) from municipal or commercial swimming pools, including filterth backwash effluent; or
 - h) from a domestic or residential desalination process or works; or
 - i) as ground water seepage into a building.

2 Schedule

2.1 Premises

Land described as **“title description of premises (ie lot & plan number [Lot ? in plan of subdivision PS ??????] or crown allotment, section and parish [eg Crown Allotment CA ??, Section ?, Parish of ?????])”**. The Premises is located at **“street address of premises”**

2.2 Term of Agreement

- (1) This Agreement commences on the date of agreement and continues until the earlier of the Disposer vacating the Premises **or ?????ddmmmyyyy[major TW customers only]?????** or termination under Clause 3.8.
- (2) Prior to the expiry date, the Disposer must apply for a new Trade Waste Agreement if continued disposal is required.

2.3 Cost of Trade Waste Disposal

(1) Trade Waste disposal will be charged as per
Essential Services Commission 2008, 2008 Water Price Review
Final Decision: East Gippsland Water Determination, June.
This document can be found on the Corporation's web site.

(2) At the date of this Agreement, the cost of Trade Waste disposal is
Annual service charge \$251.00 [major & minor customers]

Trade Waste strength charge (per kilolitre) \$??? [Mogden formula calculation - major customers only]

(3) The annual service charge will be adjusted each year on 1 July.
"for major customers" The Trade Waste strength charge will be adjusted two times per year based on the sampled strength of the Trade Waste.

2.4 Trade Waste Device

(1) All raw wastewater must be discharged into the Trade Waste Device(s) listed below:

Screen
Silver recovery unit
Grease interceptor trap
Silt trap
Interceptor trap
Triple interceptor trap
Cooling Pit
Lint Collector

(2) The device must be maintained in good working order and be regularly cleaned by an Environment Protection Authority licensed waste transporter.

(3) The Disposer must keep written records of the maintenance and cleaning of the Trade Waste Device, including the Environment Protection Authority licensed transporter used to do the cleaning. A copy of these records must be supplied to the Corporation when requested.

(4) The Corporation may inspect the Trade Waste Device at any time to ensure that it is being maintained and kept clean.

2.5 Nature of Activities on the Premises and Type of Waste Generated "delete whichever is not applicable, add other description if required, adjust wording to suit"

Food manufacturing and processing
Chicken processing waste
Commercial bakery waste

Vegetable processing waste
Fats and cooking oils
Food particles
Detergents

<i>Food preparation</i>
Fats and cooking oils
Food particles
Detergents

<i>Photographic plate printing and processing</i>
Potassium Hydroxide
EDTA terasodium salt
Napthalenyl complex
Hydroxypropyl ether of starch

<i>Screen printing</i>
Pregan Paste
Sodium Metaperiodate - "Clean Strip" powder
Kiwo Haze Remover

<i>Air conditioner / freezer wastewater</i>
Biocide and corrosion inhibitor in condenser tower water
Biocide S (Tandex Chemicals Pty Ltd)
Biocide LF2 (Tandex Chemicals Pty Ltd)
Polytan M (Tandex Chemicals Pty Ltd)

<i>Abattoir</i>
Blood
Fat
Manure and Paunch (stomach) contents
Body Fluids
Brine
Detergents
Disinfectants

<i>Marine slipway runoff</i>

Sandblasting and general scouring residue from ships hulls (including antifouling paints)
Oils, lubricants and fuel residues

Gas plant operations onsite wastewater
Saline wastewater
Hydrocarbons

Vehicle refuelling / mechanical workshop / vehicle wash down
Oils, lubricants and fuel residues
Truck / vehicle wash water
Car wash water
Detergents / cleaning agents
Silts and gravels

Other [requires a site specific description]
Wash water from dog shelter (including disinfectants)
Commercial laundry waste
Discharge from a desalination process or works
Ground water seepage directly or indirectly into a building

2.6 Waste Quantity “not required for minor customers”

- (1) Maximum daily discharge (in kilolitres per day):
- (2) Maximum rate of discharge (in litres per second):
- (3) Times when discharge can take place:

2.7 Waste Quality

- (1) The waste shall not exceed the acceptance limits stated in the Statement of Approved Acceptance Criteria, which can be found on the Corporation’s web site.
- (2) **“for major customers”** The table below shows exceptions to the Statement of Approved Acceptance Criteria (these are called customer-specific acceptance criteria and will be added to the relevant EGW register), which are applicable to this Trade Waste Agreement: **“delete whichever is not applicable, add others if necessary”**

Quality Indicator	Acceptance Limit*
5-day Biological Oxygen Demand	< 300 mg/l
Total Nitrogen	
Total Phosphorus	
Suspended Solids	< 600 mg/l
pH	6.0 to 9.0

Electrical Conductivity	< 1,000 µS/cm
Microtox	non-toxic
Cadmium	< 2 mg/l
Chromium	< 10 mg/l
Copper	< 10 mg/l
Iron	< 100 mg/l
Lead	< 10 mg/l
Manganese	< 10 mg/l
Nickel	< 10 mg/l
Selenium	< 10 mg/l
Tin	< 10 mg/l
Zinc	< 10 mg/l

* mg/l: milligrams per litre

µS/cm: microSiemens per centimetre

2.8 Trade Waste Sampling

“for minor customers” The Corporation may sample the Trade Waste to ensure it meets the requirements in the Statement of Approved Acceptance Criteria. If sampling is to occur, those samples will be taken from the outlet of the Trade Waste Device.

“for major customers” The Corporation will sample the Trade Waste in order to calculate the Trade Waste Strength charges and to ensure it meets the requirements in the Statement of Approved Acceptance Criteria, including any exceptions detailed in clause 2.7(2). Those samples will be taken from ???same wording as for minor customers, or a site specific description which may include several sampling locations???.

“for major customers” Trade Waste samples will be taken two times per year at approximately six month intervals.

2.9 Point of Discharge

“for minor customers” Trade Waste is to be discharged to the sewer at the sewer connection point. A plan of this point’s location can be obtained from the Corporation upon request.

“for major customers” Trade Waste is to be discharged to the sewer at ???same wording as for minor customers, or a site specific description which may include several points of discharge???.

2.10 Records

- (1) The Disposer must retain written evidence of each pump out of their Trade Waste for a period of two (2) years after the relevant pump out.
- (2) The written evidence in clause 2.4(3) must be available for inspection by the Corporation during audits.

2.11 Contractors

The Disposer must ensure that all Trade Waste removal contractors are registered with the EPA and that they have a current EPA Waste Transport Permit.

3 General Conditions

3.1 Waste Minimisation

The Disposer shall adopt best management practices as outlined in EPA publication 351 *Waste Minimisation – Assessments and Opportunities for Industry, A Practical Guide to Cleaner Production*. This should be done in order to minimise the quantity of waste discharged to the sewer.

3.2 Environment Protection Authority

The Disposer must comply with any requirements issued by the Environment Protection Authority in respect of the Premises or Trade Waste disposed from the Premises. Requirements of the Environment Protection Authority are outlined in this Agreement, however the Disposer must comply with any further requirements of this Authority that may arise from time to time.

3.3 Change in Waste Parameters

- (1) The Trade Waste Device and Type of Waste shall not be altered from those stated in clauses 2.4(1) and 2.5 without fourteen (14) days prior written notification to the Corporation. The Disposer must enter into a new Agreement or variation to this Agreement required by the Corporation to deal with the affect to the Trade Waste Devise and Type of Waste.
- (2) The Corporation may vary the conditions relating to Trade Waste Device and Type of Waste if a higher quality of downstream sewage treatment plant effluent is required by the Environment Protection Authority or other statutory authority.
- (3) The Disposer must fourteen (14) days prior to altering the operation of the business conducted on the premises where such alteration may affect any part of this Agreement notify the Corporation in writing of its intention to alter the business operation. The Disposer must enter into a new Agreement or Variation to this Agreement required by the Corporation to deal with the affect of the operation of the business.

3.4 Disposer's Rights and Obligations

The Disposer's general rights and obligations are stated in the Trade Waste Customer Charter, which can be found on the Corporation's web site.

3.5 Access

In addition to the Corporation's rights to access the premises under the *Water Act 1989*, the Disposer grants the Corporation and its agents, for the purposes of carrying out the rights and obligations of the respective parties under this

Agreement, a right of access to the Premises with the necessary materials to the Premises.

3.6 Previous Agreements

This Agreement succeeds any prior written or verbal agreement of the Corporation for the disposal of Trade Waste from the Premises.

3.7 Indemnity

The Disposer indemnifies the Corporation against any action, loss, expense, claim or order made against the Corporation for any loss, damage, cost or expense incurred directly or indirectly by any third party arising out of a breach of this Agreement by the Disposer.

3.8 Termination

- (1) The Agreement may be terminated by the Corporation immediately on notice for any breach or non-observance by the Disposer of any of the conditions contained in this Agreement
- (2) If the Corporation terminates this Agreement because of a breach or non-observance by the Disposer of the terms of this Agreement then the Disposer will not be entitled to any compensation from the Corporation.

3.9 Dispute

- (1) In the event of any dispute arising between the parties in respect of this Agreement or generally arising from the disposal of Trade Waste which cannot be resolved within 14 days, then either party may refer the dispute to Arbitration by serving a notice on the other party (**Notice**).
- (2) The parties must within 7 days of the Notice appoint a suitably qualified person to be the sole Arbitrator of the dispute. If the parties cannot agree on an Arbitrator within 7 days then the Arbitrator must be a person nominated by the EPA.
- (3) The Arbitrator may obtain legal opinion, opinion or consultancy from experts and make such other inquiries as the Arbitrator thinks fit in order to determine the dispute.
- (4) The Arbitrator in determining the dispute has the power to vary the provisions of this Agreement, make an order requiring the payment of money from one party to the other party, to make an order requiring one party to cease to act or act in a particular manner including the carrying out of works if required.
- (5) Where the Corporation has sought to serve any notice of breach or terminate the disposal of Trade Waste, or vary the conditions in this Agreement as stated in clause 3.3 (2), the Disposer has 14 days to notify the Corporation of the intention to refer the dispute to an Arbitrator, otherwise the right to dispute or make any claim will lapse. Prior to the resolution of any such dispute the Corporation will not be obliged to

dispose of the Trade Waste until the Arbitrator's decision on the dispute is obtained.

- (6) The parties may be legally represented in any Arbitration proceeding or by such other representatives.
- (7) The Arbitrator must within 1 month of being appointed conduct any hearing that the Arbitrator considers necessary or call for written submissions as appropriate and within 1 month of that hearing or receipt of submissions notify the parties in writing as to the decision and their reasons for that decision and the parties will take all necessary steps to comply with that decision.
- (8) The cost of the parties in relation to the preparation of any submission of their own in any Arbitration will be borne by the respective parties.
- (9) The costs of the Arbitrator together with any legal opinion or consultancy obtained by the Arbitrator will be borne equally by the parties unless the Arbitrator makes an award of costs when determining the dispute.
- (10) The Arbitrator's decision is final and binding on the parties and no party is entitled to commence or maintain any subsequent action in respect of any such dispute.

3.10 Disclosure

This Agreement and any documents referred to in this Agreement contain the whole of the arrangement between the parties and no warranty, representation, understanding, arrangement or provision not expressly set out in this Agreement is binding upon the parties.

The Disposer agrees that they have been supplied with all necessary information in order to satisfy them that the disposal of the Trade Waste in accordance with the provisions of this Agreement.

3.11 Permits

The Disposer agrees that it will obtain and maintain all necessary licences, permits, approvals and any other consents of any Federal, State, Local Government or other Statutory Authority required in order to ensure that the discharge of the Trade Waste from the Premises is carried out according to law and must comply with all laws and regulations.

3.12 Assignment

The Disposer may not assign its rights under this Agreement, without first obtaining the written consent of the Corporation, which may be given or withheld in its absolute discretion.

3.13 Severance

If any provision of this Agreement is either held void or unenforceable by any Arbitrator or Court then that provision will be excluded from this Agreement and the remainder will continue to apply.

3.14 Waiver

No consent or waiver by the parties of any breach by the other party amounts to a waiver of the relevant party’s rights arising from this Agreement.

3.15 Notices

Notices given by either party relevant to this Agreement must be submitted in writing and signed by an authorised person.

3.16 Variations

The Corporation may update, amend or renew this Agreement at any time, by notifying the Disposer of the update, amendment or renewal.

3.17 Penalties

The Disposer acknowledges that a breach of its obligations under this Agreement may result in penalties being imposed on the Disposer under the *Water Act 1989*.

Executed as an Agreement

SIGNED for and on behalf of **NAME OF COMPANY**, by its authorised delegate in the presence of:)
)

.....
Witness

.....
Name of delegate
Position title

SIGNED for and on behalf of **EAST GIPPSLAND REGION WATER CORPORATION**, by its authorised delegate in the exercise of a power conferred by an Instrument of Delegation dated 16 March 2011 in the presence of:)
)
)
)
)

.....
Witness

.....
Carol Ross
Executive Manager Customers

3. EGW Letter of consent to discharge



133 Macleod Street, PO Box 52, Bairnsdale Victoria 3875
Tel: (03) 5150 4444 Fax: (03) 5150 4477
Email: egw@egwater.vic.gov.au Web: www.egwater.vic.gov.au

Letter of Consent to Discharge For 'Deemed' trade waste customers

A deemed trade waste customer is permitted to discharge trade waste into an East Gippsland Water sewer in accordance with the following conditions:

1. To allow inspection

Deemed trade waste customer must allow an East Gippsland Water representative to access the premises at any reasonable time (and during or after an emergency) as determined by an East Gippsland Water representative to:

- I. Measure trade waste flows
- II. Take trade waste samples
- III. Inspect fittings and activities

2. To comply with the other terms and standards of acceptance criteria

Deemed trade waste customers must comply with the approved acceptance criteria as documented at our website www.egwater.vic.gov.au

3. To comply with laws and other requirements

Deemed trade waste customers must comply with the *Water Act 1989*, and relevant Regulations and Codes made under that Act.

4. Contact details

Address : East Gippsland Water Corporation
133 Macleod Street
Bairnsdale VIC 3875

Postal Address : East Gippsland Water Corporation
PO Box 52
Bairnsdale VIC 3875

Telephone : 1800 671 841