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Trade Waste Customer Charter

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PART A – INTRODUCTION

Westernport Water is one of 15 regional urban water corporations supplying water and wastewater related services to communities in regional Victoria.

We provide water and wastewater utility network services over an area of 300 square kilometres on Phillip Island and the mainland stretching from The Gurdies to Archies Creek.

Water is supplied via the Candowie Reservoir located in the Bass Hills and is harvested from a number of sources including the catchment area surrounding the reservoir, the Bass River and groundwater bores. An alternative water source is available from the Metropolitan Pool.

Wastewater services are provided to approximately 90% of properties that are connected to the water supply service. Wastewater is treated at two treatment plants (one located on Phillip Island known as Cowes Waste Water Treatment Plant and the other at Coronet Bay known as King Road Waste Water Treatment Plant) that process approximately 1100 ML of domestic wastewater annually.

PURPOSE

Westernport Water has issued this Trade Waste Customer Charter to inform its customers about the Trade Waste services performed by Westernport Water and the respective rights and responsibilities of Westernport 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.westernportwater.com.au.

The purpose of this Trade Waste Customer Charter is to:

- Provide customers with consistent, transparent and timely decision making for Trade Waste applications and management; and
- Ensure Westernport Water's Trade Waste services comply with the Essential Services Commission's (ESC's) requirements.

COMMENCEMENT

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

AMENDMENT

Westernport 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.westernportwater.com.au or upon request.

PROVISION OF CHARTER

This Trade Waste Customer Charter is available on Westernport Water's website www.westernportwater.com.au together with other information regarding Westernport Water's Trade Waste services and Trade Waste Agreements.

A copy of this Trade Waste Customer Charter is available on request by contacting Westernport Water on 1300 720 711 or by email at westport@westernportwater.com.au.

Westernport 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.westernportwater.com.au or that a hardcopy is available upon request; or
- New Trade Waste customers, other than "Deemed" Trade Waste customers (refer to clause 4.4) 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

Westernport Water will consider all applications for the discharge of Trade Waste to its sewerage system.

An application must include:

- a completed application form entitled Application for Trade Waste Agreement;
- payment of the application fee (if applicable); and
- supporting information specified in the application form.

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

- found on Westernport Water's website www.westernportwater.com.au ;
- obtained by visiting Westernport Water's offices located at 2 Boys Home Road Newhaven; or
- by calling Westernport Water on 1300 720 711

Prior to lodging an application customers are encouraged to contact Westernport 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

Westernport 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 Westernport 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

Westernport Water will classify trade waste dischargers depending on the quantity and/or quality of the trade waste entering the sewer and which treatment plant the final effluent will flow to. The quality of the trade waste is to comply with the established Acceptance Criteria (Refer to Clause 6). Any discharge to the sewer other than by a residential customer will be classified according to the type of business, industry or activity carried out. This classification of trade waste customers is a long established process.

2.1 Classification requirement and purpose

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

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

In doing so, Westernport Water will classify Trade Waste customers in order to establish:

- the type of agreement applicable to that Trade Waste customer, reflecting the type, quality and quantity of the prospective discharge, and therefore the level of complexity of receiving and managing the Trade Waste stream;
- the Trade Waste Agreement application fee, reflecting the level of complexity involved in assessment of the application (if applicable);
- any Trade Waste Agreement renewal fee, for reassessment and renewal of an existing agreement or Trade Waste Agreement at the end of its term (if applicable);
- any annual Trade Waste management fee, reflecting the level of complexity and resources required from Westernport Water to monitor performance and ensure compliance with the Trade Waste Agreement, including the frequency of check sampling to be conducted by Westernport 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 4.4 for more information on this type of customer classification.

2.2 Classification process

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

Westernport 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.

Westernport 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 Westernport Water or change in legislation or changed environmental standards.

2.3 Explanation of basis for classification

Westernport 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 Westernport Water

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

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

Westernport 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.

3.2 Risk assessment by the Trade Waste customer

Westernport 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 Westernport 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 Westernport Water.

4. Trade Waste Agreements

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

4.1 Form of Agreement

Category 1 – Deemed Trade Waste Customers

On the acceptance of an application from a customer determined to be a category 1 Deemed Minor Trade Waste customer, Westernport Water will provide the customer with a Trade Waste Agreement in the form of a generic consent for discharge. See Section 4.4 for details on Deemed Customers.

The Trade Waste Agreement is entered by the conduct of Westernport Water providing the generic consent on the web site and the customer commencing the discharge of Trade Waste to the sewerage system. Neither Westernport Water nor the customer is required to execute the Trade Waste Consent for the agreement to commence.

For the purposes of the Trade Waste Code and this Trade Waste Customer Charter, Trade Waste customers discharging trade waste to sewer 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.

The generic Trade Waste Consent for category 1 customers is available on Westernport Water's website www.westernportwater.com.au

Category 2 – Greasy or Commercial Minor Trade Waste Customers

On the acceptance of an application from a customer determined to be a category 2 Greasy / Commercial Minor Trade Waste customer, Westernport Water will provide the customer with a Trade Waste Agreement in the form of a Trade Waste Consent issued by Westernport Water not signed by either party.

The Trade Waste Agreement is entered by the conduct of Westernport Water providing the Trade Waste Consent to the customer and the customer commencing the discharge of Trade Waste to the sewerage system. Neither Westernport Water nor the customer is required to execute or sign the Trade Waste Consent for the agreement to commence.

For the purposes of the Trade Waste Code and this Trade Waste Customer Charter, Trade Waste customers with an existing Consent to Discharge Minor Trade Waste granted by Westernport 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 Consent for category 2 customers is available on Westernport Water's website www.westernportwater.com.au

Categories 3 – Major Trade Waste Customers

On the acceptance of an application from a customer determined to be a category 3, Trade Waste customer, Westernport Water will provide the customer with a Trade Waste Agreement in the form detailed in appendix 4 of the Trade Waste Management Policy

Both Westernport 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 Westernport Water has provided an interim Trade Waste

Agreement to allow information to be obtained regarding the characteristics of the Trade Waste (typically for a 6 month duration).

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 category 2 customers is available on Westernport Water's website www.westernportwater.com.au.

4.2 Identify Trade Waste customers

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

4.3 Matters to be dealt with by a Trade Waste Agreement

Westernport 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 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;
- Westernport Water's water business' rights and obligations, or provide reference to where those rights and obligations are set out;
- the circumstances in which Westernport Water may require the customer to cease discharging Trade Waste into the sewerage system;
- the circumstances in which Westernport Water may serve a non-compliance notice on the customer, and the consequences of non-compliance;
- any fees, charges, tariffs or prices payable by the Trade Waste customer, or provide reference to where they are set out (if applicable);
- the dispute resolution process, or provide reference to where the dispute resolution process is set out;
- the procedure for serving notices on the other party, or provide reference to where the procedure is set out;
- the relevant Trade Waste limitations, including times, rate, physical and chemical composition, prohibited substances, or reference to the approved acceptance criteria;
- any monitoring, sampling or maintenance requirements, or reference to where those requirements are set out; and

- Only include matters appropriate to managing the discharge of Trade Waste.

4.4 “Deemed” Trade Waste customers

Westernport 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 Westernport Water to require a formal 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 Westernport Water’s discretion, to have their agreement arise automatically through customer conduct, these types of customers are classified as “Deemed” Trade Waste customers. Westernport Water will publish a generic form of Trade Waste Consent on www.westernportwater.com.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 Westernport 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 Westernport Water’s sewer and which is of a similar nature to domestic sewage,

will be considered “Deemed” Trade Waste customers.

As stated on Westernport Water’s non-residential customer bills; 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 Westernport Water arising by customer conduct.

A listing of the types of customers that Westernport Water would consider to fall into this category, as well as the default Trade Waste Consent arising by customer conduct can be found on www.westernportwater.com.au.

Westernport 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 Westernport Water. Refer to clause 2.1 for more information on Westernport Water’s Trade Waste customer classification process.

4.5 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

Westernport 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 Westernport Water. The charging principles or fees imposed under the Trade Waste Agreement and the actual costs of contractors pump out cost including administration / inspection fees.

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 Westernport Water, except where customer specific acceptance criteria has been agreed to by Westernport Water (refer to clause 6.4 of this Trade Waste Customer Charter).

Westernport Water's statement of approved acceptance criteria for Trade Waste is available on its website www.westernportwater.com.au.

6.2 Changes to acceptance criteria

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

- Westernport 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 (below 5% Lower Explosive Limit (LEL));
- EPA licence conditions; and
- EPA guidelines, codes and publications.

If the transport or treatment of Trade Waste involves another water business or Melbourne Water, then Westernport Water will consult that water business, or Melbourne Water on the process to change or establish acceptance criteria applicable to that Trade Waste.

Subject to clause 6.4:

- a process to change approved acceptance criteria or customer-specific acceptance criteria may be initiated by Westernport Water, a Trade Waste customer or the Commission; and
- Westernport 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

Westernport 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, Westernport Water will:

- advertise on its website and notify all stakeholders (including potentially affected existing 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.

Westernport 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 Westernport 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

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

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

Westernport 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 Westernport 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.

Westernport Water will maintain a register of all customer-specific acceptance criteria detailing the name and address of the Trade Waste customer, the 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.

Westernport 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, Westernport 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 policy

Westernport Water will comply with its Customer Charter - Complaints Section 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.

Westernport Water's 'Customer Charter' is available on its website www.westernportwater.com.au.

Where a complaint escalates beyond Westernport Water's, Complaints and Dispute Resolution Policy and relates to technical or economic aspects of Trade Waste management Westernport 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 Westernport Water's price determination.

7.2 Matters involving more than one water business

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

PART C – SEWERAGE SYSTEM CAPACITY PLANNING

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

PART D - DEFINITIONS

Westernport Water means Westernport Region Water Corporation (ABN 63 759 106 755)

acceptance criteria means the criteria applied by Westernport 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 Westernport Water, including a failure of Westernport Water to observe its published policies, practices or procedures
customer	means a person who is: <ul style="list-style-type: none"> a) an owner and occupier of a property connected to Westernport Water’s sewerage system; or b) an owner of a property which is connected to Westernport Water’s sewerage system but is not an occupier; or c) an occupier of a property that is connected to Westernport Water’s sewerage system and is liable for usage charges; or d) an authorised representative of the owner or occupier of a property connected to Westernport 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 Westernport Water arising by customer conduct in accordance with clause 4.4.
discharge acceptance point	means the point at which the Trade Waste enters the sewerage system.
Melbourne Water	means the Melbourne Water Corporation (ABN 81 945 386 953) and any successor in law
Price Determination	means the Westernport 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 Westernport Water.

Trade Waste	has the meaning given to that term in the relevant water law (act or regulation).
Trade Waste Agreement	means written permission, consent, permit or other process to accept Trade Waste discharge.
Trade Waste Code	means the Trade Waste Customer Service Code – Metropolitan Retail and Regional Water Businesses published by the Commission under Section 4F of the Water Industry Act 1994.
Trade Waste Management Policy	means the Trade Waste Management Policy published by Westernport Water and amended from time to time (available on Westernport 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 Westernport 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.

PART E – VERSION

Version 1 – Draft March 2012 Original – Geoffrey Allum

Version 2 – Final July 2012 Updated with ESC comments and latest ESC Code – Geoffrey Allum

Version 3 - Amended October 2014 Remove all mention of by-law in Charter due to new Regulations Water (Trade Waste) Regulations 2014 – Geoffrey Allum