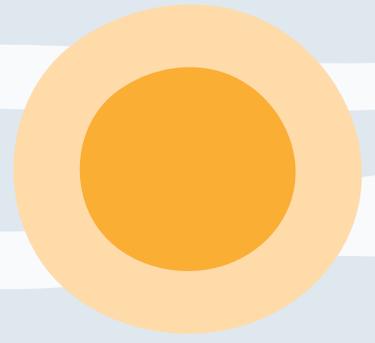




City West Water™



Customer Charter

2018-2023

TRADE WASTE



Contents



1	Introduction	3
1.1	We are a 'customers first' organisation	4
1.2	Objectives of our trade waste program	5
1.3	About the Trade Waste Customer Charter	5
1.4	Dispute resolution	6
1.5	Structure of this charter	6
	Part A: Application and risk assessment	7
2	Application to discharge trade waste	8
2.1	Consideration of applications	8
2.2	Response to application	8
3	Trade waste risk management	9
3.1	Customer risk classification	9
3.2	Risk identification and mitigation	10
	Part B: Agreements, acceptance criteria and fees	11
4	Trade waste agreements	12
4.1	Form of agreement	12
4.2	Matters to be dealt with by a trade waste agreement	14
4.3	Amendments to a trade waste agreement	15
5	Acceptance criteria	16
5.1	Maintenance and amendment of approved acceptance criteria	16
5.2	Customer specific acceptance criteria	17
6	Trade waste charges and fees	19
	Appendices	20
A	Obligations with respect to trade waste administration	21
A.1	Commencement	21
A.2	Amendment	21
A.3	Offence	21
A.4	Interpretation	21
A.5	Sewerage system capacity planning	21



1

Introduction

City West Water (CWW) supplies water, sewerage, trade waste services and where available, recycled water services to customers in accordance with the [Trade Waste Customer Service Code: Victorian Urban Water Businesses](#)¹ (the *Trade Waste Code*) and relevant laws.

We are one of three retail water corporations that service Melbourne with our service area covering Melbourne's central business district, as well as the inner and western suburbs.

We must conduct our business in a way that is consistent with our obligations laid out in the [Water Act 1989](#), the [Water Industry Act 1994](#) and other legislative instruments established by Government – additional detail regarding the various obligations placed on us can be found on CWW's [Our plans and obligations](#) webpage. If you would like more information on our business we have a range of publications available. You can download key publications from our [Reports and publications](#) webpage.

Hard copies of any of the documents available on our [website](#) can be obtained by calling **131 691** (Customer Services, Monday to Friday 8.30am to 5pm) and asking to have relevant documents mailed to you.

¹ As set out by our regulator, the Essential Services Commission – the independent economic regulator established by the State Government of Victoria, Australia to regulate Victoria's energy, water and transport sectors, administer the rate-capping system for the local government sector and administer the Victorian Energy Efficiency Target (VEET) scheme.

1.1 We are a 'customers first' organisation

Our customers are more than just someone who pays a bill. Our customers are anyone who lives in, works in or visits our service area. It is our customers who are at the forefront of what we do. Everything we do and every decision we make starts with our customer.

City West Water exists to serve the people of our community and provide the best water supply and wastewater services, all day, every day for homes, businesses, places and spaces.

Our **Customers First** strategy has been guided by what our customers want and value. It commits us to delivering services that are safe, affordable and reliable whilst being accessible and easy to deal with:

- **Safe:** the safety of our people and the community is our highest priority.
- **Affordable:** our services are affordable and fair. Our customers see value for money.
- **Reliable:** we provide water and waste water services 24/7. If things go wrong we fix them quickly and keep our customers informed.
- **Accessible:** we give our customers choice in how and when they contact us.
- **Easy to deal with:** we understand our customers' needs and provide a smooth customer experience.



1.2 Objectives of our trade waste program

WHAT IS 'TRADE WASTE'?

Trade waste is liquid wastewater from a commercial or industrial entity that enters the sewer system. This includes all wastewater that is generated from the preparation or cooking of food, washing dishes or cleaning, that goes down the drain.

Through our trade waste program, CWW works with our industrial and commercial customers and the community, to deliver our vision to be an exceptional service provider that puts customers first and benefits the community.

To assist in achieving this vision, we manage trade waste to:

- protect the health and safety of sewer workers
- protect the integrity of sewerage system assets
- protect the sewage treatment plant processes
- protect the environment
- facilitate and provide opportunities for the reuse of effluent and biosolids.

Further detail is available from CWW's ['Trade Waste'](#) webpage or by calling 131 691.

1.3 About the Trade Waste Customer Charter

The *Trade Waste Customer Charter* (this document) outlines the rights and obligations arising in the relationship between City West Water (CWW, us) and the trade waste customers we serve (you). The content of this document is governed by the requirements set out in the Trade Waste Code. The purpose of this document is to:

- inform customers about our trade waste services and the respective rights and responsibilities of CWW and our customers
- provide customers with consistent, transparent and timely decision making for trade waste applications and management
- ensure CWW's trade waste services comply with the Essential Services Commission's requirements.

In addition to this document, we also have a *Residential Customer Charter* and a *Business & Non-residential Customer Charter* that are specific to the rights and obligations of our residential and business/non-residential customers, respectively. This document should be read in conjunction with our *Non-residential Customer Charter*. Copies of all charters are available from our [Customer charter](#) webpage.

1.4 Dispute resolution

CWW will comply with this document 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.

Where a complaint relates to technical or economic aspects of a trade waste agreement, CWW may:

- with consent from the customer, engage the services of an independent expert or mediator to help resolve the complaint
- advise the customer that it may request that the ESC consider whether the water business has complied with the [Trade Waste Code](#), the [Customer Service Code: Urban Water Businesses](#) or CWW's price determination.

Where a complaint relates to any decision, act or omission by another water authority, CWW will notify the customer of the involvement of the other water authority.

Further detail is available in our *Complaints Resolution Policy*, which can be found on CWW's '[Our policies](#)' webpage.

1.5 Structure of this charter

This *Trade Waste Customer Charter* is structured as follows:

- Part A (sections 2 and 3) deals with trade waste application and risk assessment processes
- Part B (sections 4 to 6) deals with trade waste agreements, acceptance criteria and fees.



Part A

Application and risk assessment



2

Application to discharge trade waste

To protect the sewer system, some trade waste may need to be treated before it is discharged. Treatment might include removing harmful chemicals or fats or correcting the characteristics of the wastewater, like its pH or temperature.

Every business that discharges wastewater (other than domestic wastewater) into our sewer system must have a trade waste agreement with us.

2.1 Consideration of applications

CWW will consider all applications for the discharge of trade waste to the sewerage system. An application must include:

- either:
 - » *Application for Trade Waste Consent (Food Business)*, which is available from CWW's [Food businesses](#) webpage
 - » *Application for Trade Waste Agreement or Consent*, which is available from CWW's [Industrial or commercial businesses](#) webpage
- payment of the relevant application fee
- all relevant supporting information as specified in the application form.

Customers are welcome to contact CWW by calling **131 691** to discuss the application prior to lodgement to ensure all required information is provided and to obtain relevant assistance if required.

2.2 Response to application

CWW will respond to all applications for a trade waste agreement within 10 business days of receiving the application, advising:

- whether the application has been accepted (or accepted with amendments)
- if a longer period is required to assess the application, when a decision will be made and why more time is required for assessment
- where further information is required to enable a full assessment, what further information must be provided by the applicant.

If CWW rejects an application for a trade waste agreement, a statement of reasons for the rejection will be provided to the customer.

3

Trade waste risk management

3.1 Customer risk classification

Purpose of classification

Different forms of trade waste pose different risks to the sewage treatment process. Accordingly, each trade waste agreement application will be subject to an assessment and assignment of a 'risk rank'.

CWW will assess all applications for the discharge of trade waste to the sewerage system in accordance with our *Sewage Quality Policy* in order to establish:

- the type of agreement applicable to that customer
- the relevant application fee
- (for pre-existing agreements at the end of current term) the relevant renewal fee
- any annual trade waste management fee
- the required frequency of trade waste discharge sample monitoring and reporting
- the applicable trade waste tariff structure and billing cycle.

Further detail is available in our *Sewage Quality Policy*, which can be found on CWW's ['Our policies'](#) webpage.

Classification process

CWW classifies all its trade waste customers according to a 'risk rank algorithm'.² Assessment and risk classification will reflect:

- the level of complexity involved in the assessment of the application
- the type, quality and quantity of the prospective discharge, and therefore the level of complexity of receiving and managing the trade waste stream
- the level of resources required from CWW to monitor performance and ensure compliance with the trade waste agreement.

² For more information on this algorithm refer to the 'trade waste' section of CWW's [Pricing handbook](#).

CWW's trade waste customer classification process takes into account specific customer information and discharge characteristics 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 history for that customer
- 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
- any risk to the environment.

On request, CWW will provide an explanation of the classification.

CWW reserves the right to change the classification of any trade waste customer due to any material change in the customer's circumstances or if other new information that comes to our attention.

3.2 Risk identification and mitigation

Risks identified by CWW

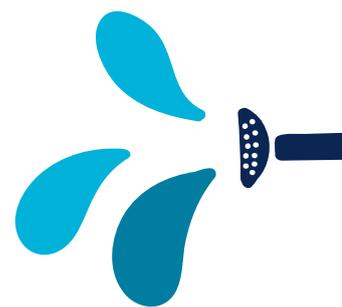
In addition to the initial assessment of trade waste customers and classification of their risk, CWW may complete additional risk assessments during the term of any trade waste agreement. CWW will advise customers of:

- any identified risks associated with their trade waste discharge
- any mitigation measures the customer will be required to implement to manage newly identified risks. Such mitigation may include process and/or monitoring requirements and/or pre-treatment to meet acceptance criteria. Documentation of typical pre-treatment requirements is available from CWW's [Industrial or commercial businesses](#) webpage.

Risk assessment of the trade waste customer

CWW may:

- require a customer to conduct its own risk assessments to identify potential causes of non-compliant trade waste discharge
- require a customer to discuss the findings of their risk assessment with CWW
- 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 CWW.



Part B

Agreements, acceptance criteria and fees



4

Trade waste agreements

Prior to any discharge of trade waste into a CWW sewer, customers are required to enter into a trade waste agreement with CWW. All trade waste agreements outline the conditions under which trade waste can be discharged into the sewerage system and specify requirements the customer must meet.

4.1 Form of agreement

CWW has different forms of agreements to reflect the differing risks and other factors associated with particular customers and their trade waste. The following agreement types are 'site-specific' and need to be negotiated with CWW's trade waste staff:

- trade waste agreement
- trade waste consent
- commercial (greasy waste) letter of consent
- commercial (other) letter of consent
- trade waste owner's consent.

Non-residential customers who discharge low volumes of low strength wastewater, similar to a normal residential household, are 'Deemed customers' and can obtain a [Deemed customer letter of consent to discharge](#) (see the subsection *Deemed customers* below, p14).

CWW will endeavour to identify all trade waste customers in its service area and ensure that each identified customer has a relevant trade waste agreement or consent.

General conditions associated with Trade waste terms and conditions can be found on CWW's [What is trade waste?](#) webpage.

Trade waste agreement

A trade waste agreement - to be negotiated with CWW - is for higher risk industrial customers who must meet negotiated requirements during the agreement term.

Businesses classed as 'industrial' includes (but is not limited to) food and beverage manufacturers, industrial laundries, chemical manufacturers, petrochemical industries, metal finishers and abattoirs.

Negotiated trade waste requirements, that result in a customer being issued a trade waste agreement, may include:

- customer sampling programs
- treatment installation and maintenance requirements
- flow-meter installation and read-submission requirements
- completion of a risk assessment (see section 3.2 of this document)
- a variation from the [Approved Acceptance Criteria](#) for discharge to the sewerage system.

The agreement must be signed by both the customer and CWW in order to be valid.

Trade waste consent

A trade waste consent – to be negotiated with CWW – is for lower risk industrial customers or large commercial sites (e.g. shopping centres, mechanic workshops, radiator repairs). These agreements are typically issued where little to no negotiation on trade waste requirements is necessary.

Typical requirements contained in a trade waste consent that customers must meet include:

- simple customer monitoring programs
- apparatus maintenance requirements
- [Approved Acceptance Criteria](#) for discharge to the sewerage system.

For a trade waste consent to be valid, a signature from the customer is not required.

Commercial (greasy waste) letter of consent

A commercial (greasy waste) letter of consent – to be negotiated with CWW – is used for commercial food waste business customers that includes (but is not limited to) retail bakeries, butchers, supermarkets, fast food outlets, restaurants and cafes, takeaway shops, and some hotels.

A commercial (greasy waste) letter of consent does not contain a list of the complete [Approved Acceptance Criteria](#) for discharge to the sewerage system but does list parameters that are of relevance for customers that generate greasy waste.

For a commercial (greasy waste) letter of consent to be valid, a signature from the customer is not required.

Commercial (other) letter of consent

A commercial (other) letter of consent – to be negotiated with CWW – is issued to low risk commercial customers whose discharge includes wastewaters from activities that are not food related (e.g. laundromats, car washes, cooling towers etc).

A commercial (other) letter of consent does not contain a list of the complete [Approved Acceptance Criteria](#) for discharge to the sewerage system but does list parameters that are of relevance for commercial customers.

For a commercial (other) letter of consent to be valid, signatures from the customer are not required.

Trade waste owner's consent

A trade waste owner's consent is issued to the owner (or owner's representative) of a property that was previously occupied by a trade waste customer where the treatment apparatus continues to be connected to sewer, but is no longer used.

The owner, or owner's representative, will maintain responsibility for the treatment apparatus until such time that either:

- a future occupier intends to use the treatment apparatus, or
- the disused treatment apparatus has been disconnected from the sewer and decommissioned.



A trade waste owner's consent does not contain a list of the complete [Approved Acceptance Criteria](#) for discharge to the sewerage system. For a trade waste owner's consent to be valid, a signature from the owner (or owner's representative) is not required.

Deemed customers

CWW has a number of non-residential customers who discharge to the sewerage system that technically fall under the definition of 'trade waste', but are considered too small and/or do not discharge effluent that poses a sufficient enough risk for CWW to require a site-specific trade waste agreement.

The [Trade Waste Code](#) makes provision for dischargers of trade waste of a nature similar to domestic sewage, at CWW's discretion, to have their agreement arise automatically through customer conduct.³ These types of customers are classified by CWW as 'deemed trade waste customers'.

If a deemed trade waste customer discharges trade waste, they will be considered to have entered into a default trade waste agreement with CWW. The default deemed trade waste agreement, and a listing of the types of customers that are classed as 'deemed', can be found on CWW's [What is trade waste?](#) webpage.

CWW has the right to change any trade waste customer's classification due to either a change in a customer's circumstances or other new information coming to our attention. Refer to section 3.1 of this document for more information on CWW's trade waste customer classification process.

4.2 Matters to be dealt with by a trade waste agreement

CWW's trade waste agreements will only include matters appropriate to managing the discharge of trade waste and 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 sewage treatment plant or plants that will or may receive and treat the trade waste
- the term of the agreement
- the nature of the permitted activities conducted on the customer's premises that generate the trade waste
- the customer's rights and obligations, or a reference to where those rights and obligations are set out
- CWW's rights and obligations - or a reference to where those rights and obligations are set out - which will include:
 - » the circumstances in which CWW may require the customer to cease discharging trade waste into the sewerage system
 - » the circumstances in which CWW may serve a non-compliance notice on the customer, and the consequences of non-compliance

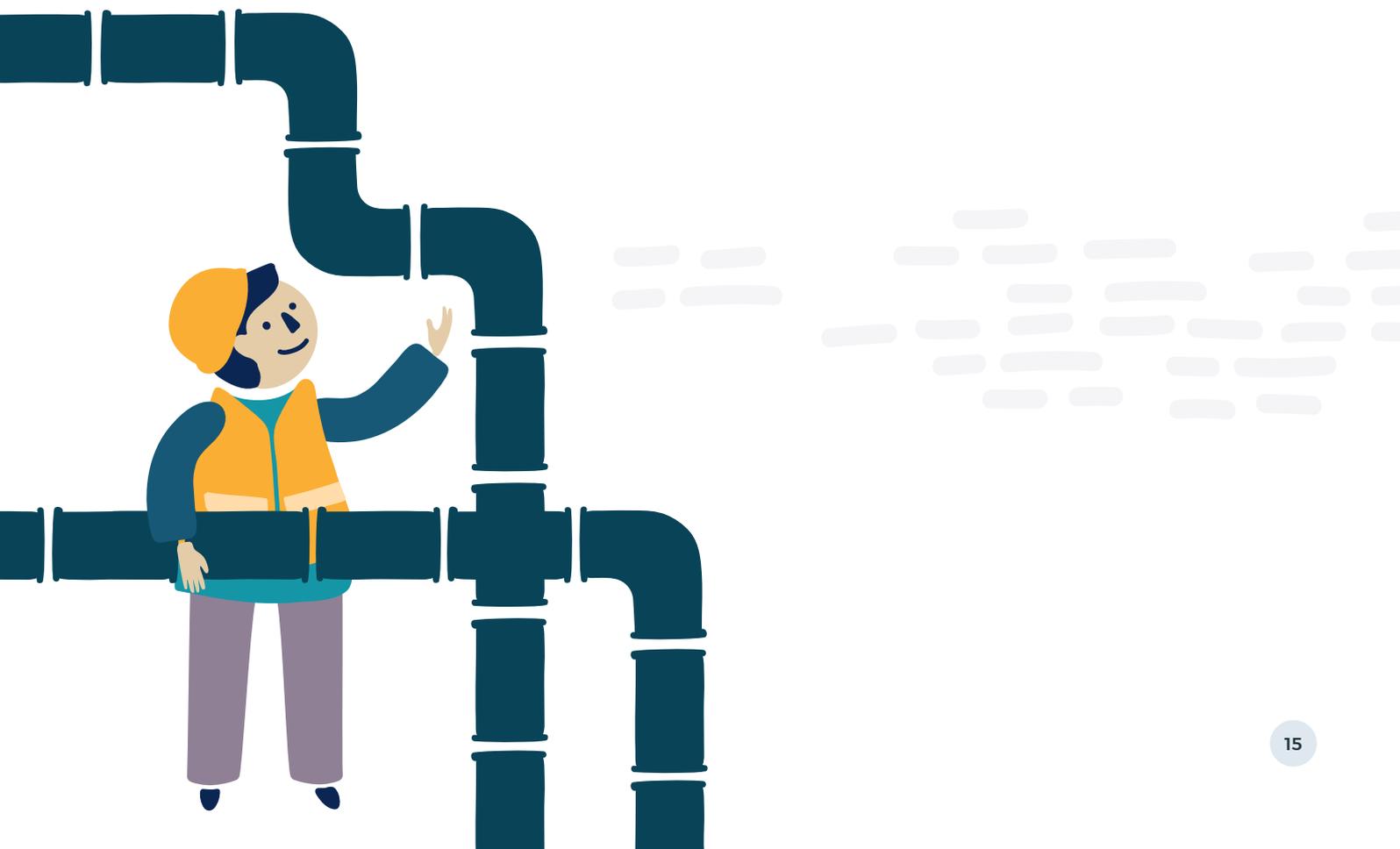
³ See clause 4.4 of the [Trade Waste Code](#).

- 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 a reference to where the dispute resolution process is set out
- the procedure for serving notices on the customer, or a reference to where the procedure is set out
- the relevant trade waste limitations, including days and hours of operation, flow rate, physical and chemical composition, prohibited substances, or reference to the [Approved Acceptance Criteria](#) or customer-specific acceptance criteria for discharge to the sewerage system
- any monitoring, sampling or maintenance requirements, or reference to where those requirements are set out.

4.3 Amendments to a trade waste agreement

A trade waste agreement can only be amended in accordance with the terms of the agreement where either:

- the trade waste customer is notified of the amendment in writing
- the amendment is in writing and signed by both parties.



5 Acceptance criteria

Acceptance criteria outline the limits on discharge to the sewerage system to which trade waste customers must comply. Acceptance criteria to be applied to the trade waste of CWW customers are required to be approved by the ESC.⁴ The current form of acceptance criteria applied by CWW is the [Approved Acceptance Criteria](#) for discharge to the sewerage system.

A trade waste customer must only discharge trade waste to the sewerage system in compliance with its trade waste agreement – an agreement that may incorporate both:

- CWW's approved acceptance criteria
- any relevant customer specific acceptance criteria.

5.1 Maintenance and amendment of approved acceptance criteria

From time-to-time approved acceptance criteria will need to be amended in order to respond to emerging sewer management issues. Any amendments to the approved acceptance criteria will be made in accordance with the [Trade Waste Code](#), this document, any existing trade waste agreement and CWW's [Sewage Quality Policy](#).

Proposing an amendment

A process to amend approved acceptance criteria may be initiated by CWW, a trade waste customer or the ESC. When proposing an amendment to approved acceptance criteria, CWW will consider the matters outlined through the classification process (see section 3.1 of this document), along with other matters including:

- CWW's statement of obligations
- any requirement in law
- the [Australian Sewage Quality Management Guidelines](#) (June 2012)
- exposure standards prescribed by Worksafe Australia for atmospheric contaminants
- explosive limits for gaseous emissions
- EPA licence conditions
- EPA guidelines, codes and publications.

If the transport or treatment of trade waste involves another water corporation, CWW will consult that water corporation on the process to change or establish acceptance criteria applicable to that trade waste.

⁴ Approval must be in accordance with clauses 6.1(c) or 6.4 of the [Trade Waste Code](#).

Application and approval process

Prior to applying for the ESC's approval of an amendment to the approved acceptance criteria, CWW will:

- advertise on its website and notify stakeholders (including potentially affected trade waste customers, the ESC and the EPA) that it is considering a change to its approved acceptance criteria or establishing 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
- undertake appropriate stakeholder consultation, which is open for at least 30 business days from the last date a stakeholder is notified.

CWW will ensure that any application to the ESC 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 new approved acceptance criteria
- details of stakeholder consultation undertaken
- a summary of concerns or comments raised in any submissions received and during the stakeholder consultation period and a summary of any responses provided by CWW
- an implementation plan, outlining how the new criteria or the change will be integrated into existing operational practices and what timeframe customers will have to comply with the new requirements.

5.2 Customer specific acceptance criteria

In order to satisfy the specific requirements of a customer and/or the sewerage system, CWW may require a trade waste customer to comply with customer specific acceptance criteria in addition to, or instead of, some or all of the approved acceptance criteria.

Subject to the receipt of an appropriate application fee from a trade waste customer, CWW will consider an application for customer specific acceptance criteria. CWW will respond to an application for customer specific acceptance criteria within 10 business days of receipt of such an application, indicating one or more of the following:

- whether the application has been accepted (or accepted with amendments)
- where a longer period is required to assess the application
- when a decision will be made.

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

A process to change customer specific acceptance criteria may be initiated by CWW, a trade waste customer or the ESC. However, subject to the Application and approval process (see section 5.1 of this document), CWW has no obligation to:

- change any customer specific acceptance criteria
- apply for the ESC's approval to change any customer specific acceptance criteria.

CWW will maintain a register of all customer specific acceptance criteria detailing:

- the name and address of the trade waste customer
- the receiving sewage catchment or treatment plant
- the particular acceptance criteria parameter
- the requested limit for the parameter
- 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.

CWW will provide the ESC with a copy of the register on request.



6

Trade waste charges and fees

CWW will only impose fees and charges related to trade waste in accordance with the prices and pricing principles set out in the price determination made by the Essential Services Commission (ESC) for CWW.

Our approved pricing schedule for trade waste is available in CWW's [Pricing handbook](#).



Appendices



A

Obligations with respect to trade waste administration

A.1 Commencement

This *Trade Waste Customer Charter 2018 - 2023* applies from 1 July 2018.

A.2 Amendment

CWW will consult with trade waste customers on any changes to this charter and inform each trade waste customer of any material changes to this charter within the next billing cycle. The details of any changes will be available on our [Customer charter](#) webpage or upon request.

A.3 Offence

Under the [Water Act 1989](#), it is an offence for a person to cause or permit the discharge of trade waste to the sewerage system without a trade waste agreement.

A.4 Interpretation

Any question as to whether CWW 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.

A.5 Sewerage system capacity planning

CWW's ability to accept and treat trade waste is regularly considered as part of its business planning processes.





City West
Water™

Account and general enquiries 131 691

Faults and emergencies 132 642

Interpreter service (03) 9313 8422

Post Locked Bag 350, Sunshine Vic 3020

Email enquiries@citywestwater.com.au

citywestwater.com.au

ABN 70 066 902 467

