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**TRADE WASTE AGREEMENT**

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***FOR  
THE TREATMENT OF NON-DOMESTIC WASTE  
BETWEEN***

***CENTRAL HIGHLANDS REGION WATER  
CORPORATION***

***AND***

***CUSTOMERS NAME***

PF: **XXXX**

## PART 1 PARTIES TO THE TRADE WASTE AGREEMENT

The customer requires the disposal of trade waste from the Property into the sewerage network and the treatment of trade waste.

The sewerage network is owned and operated by the Corporation.

The Corporation agrees to accept trade waste discharge from the Property via the sewerage network to the **Ballarat South** Wastewater Treatment Plant, subject to the requirements contained in this Agreement.

This Agreement is created under the Water Act 1989 and in accordance with the Trade Waste Customer Charter.

This Agreement also complies with the requirements of the Trade Waste Customer Service Code of the Commission.



If you do not speak English or need help in a language other than English, a free translation and interpretation service is available on 131 450 or by visiting <https://www.tisnational.gov.au/>.

### Premises Where Discharge Will Occur:

**Property Address**

### Parties to Agreement:

**Central Highlands Water** ABN/GST 75 224 340 348  
**P O Box 152**  
**BALLARAT VIC 3353**

And

### The Customer:

**Company Name** ABN/GST **XX XXX XXX XXX**

**Postal Address**

**Town State** **Post code**

### Contact Details:

**Contact Persons Name** **(Role)**

**Business Hours:** **XXXX XXXX**

**Mobile (All Hours):** **XXXX XXX XXX**

**E-mail:**

### Term Of Agreement:

Commencement Date: Date Agreement to take effect

Expiry Date: Three (3) years from commencement date

## PART A – GENERAL CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

1.1 **“Acceptable Standards”** means the standards for Trade Waste as set out in Schedule 2 to this agreement and as prescribed by the Corporation from time to time.

**“Agreement”** means this document including any Schedule or Annex attached to it.

**“Authorised Officer”** means any person referred to in the Corporation’s “Instrument of Delegation” Policy to act as its Authorised Officer for the purposes of this Agreement.

**“Commission”** means the Victorian Essential Services Commission.

**“Corporation”** means The Central Highlands Region Water Corporation its successors and assigns.

**“Criteria”** means the Statement of Approved Acceptance Criteria for the admission of Trade Waste into the Corporation’s sewerage systems, which is adopted by the Corporation from time to time.

**“Customer”** means **Customers Name**.

**“Customer Charter”** means the Corporation’s Trade Waste customer Charter.

**“Discharge Acceptance Point”** means the physical point as which the trade waste is deemed to enter the Corporation’s sewer.

**“Property”** means **Allotment XX, Section X parish of XXXX, Street, Suburb**.

**“Sewer”** means a sewer or drain under the control of The Corporation.

**“Trade Waste”** is defined in the Water (Trade Waste) Regulations 2014 which is suitable, according to the Statement of Approved Acceptance Criteria, for discharge into the Corporation’s sewerage system.

**“Water Industry Standard – Trade Waste Customer Service”** means the code developed by the Commission.

1.2.1 Any word or phrase that is not defined by this Agreement, but has a meaning given to it under the Water Act 1989, takes that meaning under the Water Act 1989.

1.2.2 In this Agreement unless the contrary intention appears:

- Clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.
- Words in the singular number include the plural and vice versa.
- Words importing a gender include any other gender.

- A reference to a person includes a partnership and a body, whether corporate or otherwise.
- A Party includes the Party's successors.
- A cross-reference to a clause number is a reference to all its sub-clauses.
- A statute or regulation, provision of statute, or regulation includes:
  - (i) That Statutory Provision as amended or re-enacted from time to time; and
  - (ii) A statute, regulation or provision enacted in replacement of that Statutory Provision.

## **CUSTOMER'S RIGHTS AND OBLIGATIONS**

### **2. TO DISCHARGE TRADE WASTE**

- 2.1 The Customer may discharge trade waste from the property into a sewer only on the terms set out in this Agreement.
- 2.2 The Customer agrees that before discharge of Trade Waste from the Property to the sewers of the Corporation, it shall comply with any direction of the Authorised Officer.

### **3. TO COMPLY WITH LAWS**

- 3.1 The Customer must comply with every provision of the Act, this Agreement, and to the extent that they are not altered by this Agreement, the Criteria.
- 3.2 This Agreement shall be governed by and construed in accordance with the law in force in the State of Victoria.

### **4. PRIVACY**

In respect of any Personal Information of a Customer, or any party relating to the Customer, provided to the Corporation, the Corporation must use and/or disclose it only for the purposes for which it was disclosed.

### **5. TO ALLOW INSPECTION**

- 5.1 In accordance with the terms and conditions of this Agreement, the Customer must allow the Authorised Officer or nominee access to the property at any time to:
  - a) Measure flows; or
  - b) Take and analyse Trade Waste samples; or
  - c) Inspect fittings or works related to the discharge of Trade Waste; and

- d) Inspect any records maintained under clause 6 in order to ascertain whether the discharge of waste is in accordance with this Agreement.

## **6. TO MONITOR DISCHARGES**

The Customer must, at its cost and as directed by the Corporation:

- a) Maintain records concerning –
  - i) The cleaning and maintenance of all equipment used by the Occupier to discharge or sample trade waste under this Agreement; and
  - ii) The method and dates of disposing of residues from that equipment.

## **7. TO CEASE DISCHARGES TEMPORARILY**

7.1 The Authorised Officer may, by notice, require the Customer to stop discharging trade waste into a sewer, either –

- a) Immediately; or
- b) From a time specified in the notice.

7.2 The Authorised Officer may give notice either by telephone, email or in person under sub-clause 7.1 if –

- a) The Corporation wishes to examine, alter, repair, maintain or close down that sewer; or
- b) The Corporation determines that, if trade waste continues to be discharged to the sewer under this Agreement there is, or is reasonably likely to be a risk to:
  - i) Human life or the health or safety of any person, or
  - ii) Any part of the environment,
  - iii) The safety of any works of the Corporation, or
  - iv) The operation of a sewage treatment plant; or
  - v) The operation of any water reclamation and reuse scheme; or
  - vi) The ability of the Corporation to comply with any law relating to health, safety or the environment.

7.3 The Customer must stop discharging trade waste under this Agreement at the time required by any notice under sub-clause 7.1.

7.4 The Customer must not resume discharging under this Agreement until the Authorised Officer notifies the Customer in writing that it may do so.

## **8. TO NOTIFY THE CORPORATION OF EVENTS**

- 8.1 The Customer must notify The Corporation on 24 hour free call **1800 061 514** – within one hour of becoming aware of any event which may:
- a) Give rise to a breach of this Agreement; or
  - b) Have a significant effect on –
    - i) The health or safety of any person; or
    - ii) Any part of the environment; or
    - iii) Any of The Corporation's works; or
    - iv) The operation of any sewage treatment plant; or
    - v) The operation of any water reclamation and reuse scheme.
- 8.2 Without limiting sub-clause 8.1, the Customer must notify the Corporation of any breach of the requirements of Schedules 1 or 2 with respect to the nature, characteristics or quantity of trade waste discharged under this Agreement –
- a) By telephone as required by sub-clause 8.1; and
  - b) In writing, within 7 days of the event, setting out –
    - i) The Customer's explanation of the cause of the event; and
    - ii) What action it proposes to take to prevent its recurrence.
- 8.3 The Customer must notify the Corporation in writing immediately that the Customer becomes aware of any change, or proposed or possible change, to any characteristic or the volume or rate of trade waste which is or may be discharged from the property, whether or not –
- a) The change or proposed or possible change is due to a change in the Customer's processes or operations, or to any other cause; or
  - b) The trade waste discharged from the property after the change, or proposed or possible change, occurs complies with this Agreement or the Acceptable Standards.

## **9. TO PAY CHARGES**

- 9.1 The Customer must pay the Corporation the charges referred to in Schedule 4, within 28 days of the date of invoice by the Corporation.
- 9.2 Charges referred to in Schedule 4 are in addition to any other fees, rates or charges payable by the Customer or any other person in respect of the property.

- 9.3 The Customer shall not be liable for any charges during any period for which Customer is prevented from discharging trade waste due to no fault of the Customer.
- 9.4 Any charges or other amounts outstanding after due date shall bear interest at the interest rate as set by the Corporation from time to time, calculated from the day after the due date until the day on which payment in full is made.
- 9.5 If the Customer fails to comply with this Agreement and, as a result or by reason, directly or indirectly, of that failure, trade waste discharged by the Customer causes damage to an asset of the Corporation, the Corporation may make good that damage and recover the cost of so doing from the Customer.
- 9.6 The Customer must pay to the Corporation the cost of any inspections reasonably undertaken by the Corporation to determine whether damage referred to in sub-clause 9.5 has been caused, within 30 days after the Corporation demands payment.
- 9.7 Sub-clause 9.5 and 9.6 apply whether the damage either occurs or is discovered during the term of this Agreement or after it finishes and the liability of the Customer for the costs arising under those provisions shall survive the termination of the agreement.
- 9.8 The Customer must pay the cost referred to in sub-clause 9.5 and 9.6 after the inspection or the damage is made good 28 days after the Corporation invoices the Customer.
- 9.9 Supplies of sewerage services are not subject to GST, but some other services provided by the Corporation under this Agreement may attract GST. In all cases the charges set out in Schedule 3 shall be exclusive of GST and the Corporation shall provide the Customer with a tax invoice for those charges which are subject to GST reflecting the details required under the *A New Tax System (Goods and Services Tax) Act 1999*.

## **POWERS OF THE CORPORATION**

### **10. TO AMEND THIS AGREEMENT**

- 10.1 If the Corporation believes that, if trade waste continues to be discharged to a sewer under this Agreement –
- a) There is or may be a risk of a significant effect on –
    - i) The health or safety of any person; or
    - ii) Any part of the environment; or
    - iii) Any of the Corporation's works; or
    - iv) The operation of any sewage treatment plant; or

- v) The operation of any water reclamation and reuse scheme; or
- b) The Corporation may as a result of the discharge fail to comply with any law relating to health, safety or the environment by which it is bound –

The Corporation may, in addition to any powers it has under clause 7, by written notice to the Customer specify amendments to be made to this Agreement, in order to avoid such consequences.

- 10.2 Should the Corporation exercise the right to amend the terms of this agreement such amendment shall bind the Customer with effect from the date upon which the notice is served upon the Customer in accordance with the provisions of this agreement or such other date as is specified therein and the Customer shall do all such things as are required to ensure compliance with the amendments.

## **11. TO RESTRICT OR DISCONTINUE SERVICES**

Whenever –

- a) Any charges or other amounts payable by the Customer to the Corporation under this Agreement are outstanding beyond the due date, and a further 5 days written notice period; or
- b) In the opinion of The Corporation, the Customer is in breach of any provision of this Agreement, the Act, or to the extent that they are not altered by this Agreement, the Acceptance Criteria,

the Corporation may, without prejudice to any other remedy it may have, and without further notice restrict or stop –

- a) Any supply of water provided to the property by the Corporation; and/or
- b) The discharge of trade waste to a sewer by the Customer and for the purposes of restricting or stopping such discharge the Corporation shall have the absolute right to enter upon the property and take whatever action it deems necessary to give effect to this provision.

## **MISCELLANEOUS**

### **12. TERM**

- 12.1 This Agreement commences on the Commencement Date and terminates automatically –

- a) On the termination date; or
- b) On any earlier date when the Customer ceases to occupy the property provided the Customer has complied with sub-clause 12.2, failing which

the agreement will terminate 30 days after the Corporation receives written notice that the Customer has ceased to occupy the property.

- 12.2 The Customer must give The Corporation at least 30 days written notice before it ceases to occupy the property.
- 12.3 Either party may terminate the Agreement on 60 days written notice.
- 12.4 The Corporation may, by 7 days notice in writing terminate this Agreement in the event that:
- a) The Customer convenes a meeting of its creditors or proposes or enters into any scheme of arrangement of composition for the benefit of any of its creditors;
  - b) An application or order is made to or by a Court or a resolution is passed for the winding up of the Customer or notice of intention to propose such a resolution is given;
  - c) A receiver, or manager, is appointed in respect of the Customer or the whole or any part of its undertaking, property or assets or any steps are taken for the appointment of such a person;
  - d) The Customer commits an act of bankruptcy or takes advantage of the provisions of Part X of the Bankruptcy Act 1966.
- 12.5 Any termination of this Agreement shall not affect any accrued rights or liabilities of either party, nor shall it effect any provisions of this Agreement which is expressly or by implication intended to continue in force after such termination.
- 12.6 Whenever this Agreement terminates, the Customer must, forthwith and at its cost –
- a) Stop discharging trade waste to a sewer under this Agreement; and
  - b) Disconnect any equipment used to discharge trade waste to a sewer; and
  - c) Make good any damage caused to the sewer directly or indirectly as a result of complying with paragraphs (a) or (b).

### **13. INDEMNITY OF THE CORPORATION**

- 13.1 The Customer indemnifies the Corporation, and will keep it indemnified, against –
- a) All damages, losses, penalties, costs and expenses whatsoever suffered or incurred by the Corporation; and
  - b) All proceedings, prosecutions or demands brought or made against the Corporation by any person –

Whether directly or indirectly as a result or by reason of the Customer –

- i) Failing to ensure that any obligation of the Customer under this agreement is met.

13.2 The Customer must not bring any proceeding or make any demand against the Corporation in respect of any damage, loss, cost or expense of any kind whatsoever suffered or incurred by the Customer, whether directly or indirectly as a result or by reason of –

- a) The Customer discharging waste under this Agreement; or
- b) The Corporation requiring the Customer to stop discharging trade waste under clause 7.

## **14. INSURANCE**

14.1 The customer must:

- a) Take out and maintain during the term of this Agreement and for twelve months following expiry or termination, a valid and enforceable public liability insurance policy that provides coverage of at least ten million dollars per occurrence; and
- b) On request by the Corporation from time to time, immediately provide the Corporation with a certificate of currency in respect of that policy.

## **15. ASSIGNMENT**

The Customer may not assign any of its rights under this Agreement without the prior written consent of the Corporation.

## **16. NOTICES**

16.1 Any written notice to be given by one party to another under this Agreement must be addressed to the other party and either –

- a) Delivered to; or
- b) Sent by priority post to; or
- c) Sent by email to –

that party's address.

16.2 Any notice takes effect from the time it is received, unless a later time is specified in it.

16.3 For the purpose of this clause the addresses of the parties are, respectively:

1. **The Corporation**  
Central Highlands Region Water Corporation  
Key Accounts Advisor  
P O Box 152  
BALLARAT VIC 3353
2. **The Customer**  
Customers Name  
Postal Address  
Town State Postcode

## **17. WAIVER BY THE CORPORATION**

A failure, delay, relaxation or indulgence on the part of the Corporation in exercising any power or right under this Agreement does not waive that power or right, nor does any single exercise of the power or right preclude any other or further exercise of it, or the exercise of any other power or right under this Agreement. A power or right may only be waived by the Corporation in writing.

## **18. PENALTIES**

Section 151 of the Water Act 1989 provides for a penalty of 20 penalty units where the Customer fails to comply with a notice of contravention of this agreement.

Where trade waste is discharged to the Corporation's sewer other than in accordance with this agreement, Section 178 of the Water Act 1989 provides for a penalty of up to 200 penalty units and, for a continuing offence, an additional penalty of 80 penalty units for each day on which the offence continues.

## **19. AMENDMENT OR VARIATION**

- 19.1 Subject to clause 10 and sub-clause 19.2, this Agreement may only be amended or supplemented in writing, signed by the Corporation.
- 19.2 At the written request of the Customer, the Corporation may, by notice in writing, vary one or more provisions of this Agreement on such terms and for such period as may be stated in the notice and this Agreement shall be so varied from the time the notice is received by the Customer.

## **20. DISPUTE RESOLUTION**

The Corporation has a dispute resolution policy which any Customer can utilize in the event that they do not agree with any decision made by the Corporation. This process is outlined in the Corporation's Trade Waste Customer Charter.

## PART B – SPECIAL CONDITIONS

### 21. TECHNICAL REQUIREMENTS

21.1 The Customer must install operate and maintain, when directed to do so by the Corporation:

- a) A magnetic flow meter in good working order that is calibrated at intervals recommended by the supplier.

21.2 The magnetic flow meter must continually record the instantaneous rate of flow of trade waste. It must:

- a) Incorporate a totaliser, calibrated to record in kilolitres, which cannot be reset to zero; and
- b) Be capable of activating an automatic sampler.

21.3 The Customer must, when directed to do so by the Corporation:

- a) Arrange for a telemetry system to be supplied and installed by the Corporation; and
- b) Pay all reasonable costs associated with the supply, installation and maintenance of the telemetry system.
- c) Operate and maintain the telemetry system connected to the magnetic flow meter in good working order.
- d) The Customer must, upon request, allow an Authorised Officer to inspect any such flow meter or device and make copies of any flow chart or record required to be kept by this clause.

21.4 The Customer must install operate and maintain

- a) A device approved by the Corporation which shall control the rate of discharge of Trade Waste; and

21.5 The flow control device referred to above:

- a) Shall be of the type and allow the maximum rate of discharge as set out in Schedule 1, and
- b) Shall not be altered in any way without the written consent of the Corporation.

21.6 The Customer may make application in writing to the Corporation, subject to the payment of fees as set by the Corporation from time to time, to seek a variation of the rate of discharge.

21.7 The Customer must –

- a) Install a suitable trade waste sampling point designed to minimize risks to personal health and safety and which the Corporation has approved.
- b) Take all reasonable measures to contain all spills on the property and to prevent them entering a sewer; and
- c) Allow the Authorised Officer upon request to inspect all documents and receipts concerning sludge and spent process solutions removed from the property, via their EPA Portal Waste Tracker registration.

21.8 The Customer must not –

- a) Allow any stormwater run-off from roofs, non-polluted roadways or loading areas to enter any sewer unless otherwise stated in Schedule 5 or
- b) Store raw materials or products which contain corrosive, toxic, flammable or explosive materials in any area draining into a sewer; or
- c) Discharge spent process solutions containing corrosive, toxic or flammable matter to a sewer except as provided by this Agreement.

## 22. WASTE MANAGEMENT

22.1 The Customer must prepare a detailed Trade Waste Management Plan based upon the Victorian “Trade Waste Management Plan Guidelines”.

The Trade Waste Management Plan must include details of:

- a) The sources, types and quantities of trade waste generated.
- b) Written description and schematic for each possible point of discharge from the pre-treatment equipment outlined in Schedule 5 of this Agreement including a detailed schematic of the pre-treatment process itself.
- c) Contingency plans for use in the event that the trade waste does not comply with the quality limits prescribed in Schedule 2 of this Agreement and cannot be discharged to the Corporation’s sewer.
- d) Contingency plans for use in the event that the Corporation’s sewer becomes unavailable for the discharge of trade waste pursuant to clause 6 and clause 10 of this Agreement.
- e) 24-hour staff contact details for breakdowns and emergencies.
- f) Waste minimisation initiatives planned for the duration of this Agreement including completion dates and likely benefits for both the Customer and the Corporation.

- 22.2 The Customer must provide the Corporation with a copy of the Waste Management Plan prior to the commencement of this trade waste Agreement.
- 22.3 The Waste Management Plan will be annexed to this Agreement and all works, initiatives and improvements identified in the Waste Management Plan must be achieved by their due date as a condition of this Agreement.
- 22.4 The Corporation will make a copy of the Victorian "Trade Waste Management Plan Guidelines" available to the Customer upon request.

### **23. DELAYS IN SPECIFIED WORK**

If the Customer fails within the time specified to carry out an activity, which is required to be undertaken by this Agreement, the Customer must immediately notify the Corporation in writing detailing:

1. The activity that has not been carried out.
2. The reason the Customers failed to carry out the activity.
3. The expected completion date for the activity.
4. Any consequences due to the Customers failure to carry out the activity.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR SET OUT AT THE COMMENCEMENT OF THIS AGREEMENT.

Signed by signatory level to be determined, )  
Central Highlands Region Water Corporation )  
pursuant to the Corporation's Instrument ) .....  
of Delegations Policy. )

Date...../...../20.....

SIGNED BY OR FOR AND ON BEHALF OF THE CUSTOMER (if customer not a body separate)

.....Manager

.....Witness

Date...../...../20.....

## SCHEDULE 1 – OPERATING REQUIREMENTS

### 1. Operating Times

The Customer may discharge trade waste under this Agreement on the days and between the hours set out in this clause, except as otherwise provided in the Agreement

| DAY              | HOURS              |
|------------------|--------------------|
| Monday to Friday | TW discharge hours |
| Saturday         | TW discharge hours |
| Sunday           | TW discharge hours |

### 2. Rates of Discharge

The Customer must not discharge:

(a) More than XXX kilolitres of trade waste per day; and

(b) Trade waste at a greater:

- (i) volume than XX kilolitres per hour; and
- (ii) rate than XXX litres per second.

### 3. Sampling Point

The following point marked on the Site Plan annexed to this Agreement is the Sampling Point for the purpose of this Agreement.

| Sampling point Description | Code |
|----------------------------|------|
| As determined              | XXX1 |

### 4. Discharge Acceptance Point

The discharge acceptance point is the Corporation's sewer manhole, downstream of the open flume.

**SCHEDULE 2 – ACCEPTANCE CRITERIA** *this is where any customer specific criteria are listed.*

**1. Physical Characteristics**

**1.1 Temperature**

The temperature shall not exceed 38 degrees Celsius.

**1.2 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 concentration shall not exceed 1500mg/L or an Electrical Conductivity (EC) of 1500  $\mu$ S and, or;
- d) Where the Customer discharges trade waste into a sewage treatment plant involving the use of reclaimed water, then the characteristics of that 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.

**1.3 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.

**1.4 Radioactivity**

No radioactive waste shall be discharged to sewer

**2. Chemical Characteristics**

**2.1 pH Value**

The pH value shall be within the range of 6.0 to 10.0.

## 2.2 Organic Strength

The total 5 – day Biochemical Oxygen Demand shall not exceed a concentration of 500 mg/L

The soluble component of 5 –day Biochemical Oxygen Demand concentration shall not exceed 250 mg/L

The Chemical Oxygen Demand concentration shall not exceed 1500 mg/L.

## 2.3 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.

## 2.4 Corrosive and Toxic Substances

- a) The maximum allowable concentrations in milligrams per litre of corrosive and toxic substances shall be as stated in Table 2.

## 2.5 Metals

**Table 1**

| Element                                 | Maximum Allowable Load in grams per day | Maximum Allowable Concentrations Milligrams Per Litre |
|-----------------------------------------|-----------------------------------------|-------------------------------------------------------|
| 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 2**

| <b>Element</b>                                         | <b>Maximum Allowable Concentrations<br/>Milligrams Per Litre</b> |
|--------------------------------------------------------|------------------------------------------------------------------|
| Arsenic                                                | 1                                                                |
| Cyanide as CN                                          | 5                                                                |
| Fluoride                                               | 10                                                               |
| Formaldehyde (expressed as HCOH)                       | 50                                                               |
| Phenol & chemical derivatives of Phenol<br>(as Phenol) | 5                                                                |
| Phosphorus as P                                        | 12                                                               |
| Total Oxidised Sulphur                                 | 200                                                              |
| Sulphide as S                                          | 1                                                                |

No waste which the Authorised Officer deems may be toxic to any person, to sewage treatment process of the Corporation to the environment receiving treated effluent or may be harmful to the composition of the sewer or other equipment comprising the sewage system shall be discharged to a sewer or drain without the specific approval of the Authorised Officer.

## **2.6 Organic Compounds**

| <b>Parameter</b>                       | <b>Maximum Allowable Concentrations<br/>Milligrams Per Litre</b> |
|----------------------------------------|------------------------------------------------------------------|
| 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                                                    |

## **2.7 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.

## **2.8 Other Substances**

The Occupier may discharge trade waste containing any substance not otherwise mentioned in this Agreement in a concentration no greater than 1 ug/L.

## SCHEDULE 3 – MONITORING

### 1. **Monitoring Implementation Date**

From the commencement date, until this Agreement terminates, the Corporation will implement the monitoring program set out in this Schedule.

### 2. **Sampling Points**

In this Schedule the Sampling Point(s) refers to those specified in Schedule 1.

### 3. **Sampling Program**

3.1 Not less than once in every (month/week), the Corporation will –

- a) Take either a grab sample or a composite sample over a 24 hour period of trade waste discharged at the sampling point(s) and
- b) Record the time and date when the sample is taken; and
- c) As a minimum determine and record the concentrations of the following components and characteristics in the sample.
  - Biochemical Oxygen Demand
  - Suspended Solids
  - Total Dissolved Solids
  - EC
  - pH
  - any other test deemed necessary

3.2 The sampling program outlined in sub-clause 3.1 above provides the basis for calculating monthly accounts. In addition, at any time samples may be collected to assess the quality of waste being discharged to the Corporation's sewer. Grab samples may be used in place of composite samples for the purpose of calculating monthly fees or establishing compliance with this Agreement where:

- There is evidence to suggest that a composite sample has been tampered with.
- Collection of a composite sample is not easily achieved.
- The Authorised Officer determines a composite sample to be misrepresentative of the waste quality discharged to the Corporation's sewer.

3.3 In situations where sample results are not available (i.e. have not been provided or obtained) for any or all of the above parameters at 3.1 (c) the Corporation reserves the right to estimate the result/s based on the average of the same month of the previous three years, or any other means deemed appropriate by the Authorised Officer.

### 4. **Reporting**

4.1 The Corporation will provide a copy of the laboratory certificate for each sample included in the calculation of fees with the trade waste account forwarded to the customer each month.

## SCHEDULE 4 – TRADE WASTE CHARGES

**Table 1**

| <b>Trade Waste Charges<br/>1 July 2023 – 30 June 2028</b>                                              | <b>Price \$<br/>1 July 23</b> | <b>Increase<br/>(1 July 24)</b> | <b>Increase<br/>(1 July 25)</b> | <b>Increase<br/>(1 July 26)</b> | <b>Increase<br/>(1 July 27)</b> |
|--------------------------------------------------------------------------------------------------------|-------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Trade Waste Application Fee (per application)                                                          | 142.74                        | CPI                             | CPI                             | CPI                             | CPI                             |
| <b>Major Trade Waste – B.O.D. (per kg)</b>                                                             | <b>1.6919</b>                 | <b>CPI</b>                      | <b>CPI</b>                      | <b>CPI</b>                      | <b>CPI</b>                      |
| <b>Major Trade Waste – B.O.D Surcharge (per kg)</b>                                                    | <b>2.1148</b>                 | <b>CPI</b>                      | <b>CPI</b>                      | <b>CPI</b>                      | <b>CPI</b>                      |
| <b>Major Trade Waste – Suspended Solids (per kg)</b>                                                   | <b>1.6919</b>                 | <b>CPI</b>                      | <b>CPI</b>                      | <b>CPI</b>                      | <b>CPI</b>                      |
| <b>Major Trade Waste – Suspended Solids Surcharge (per kg)</b>                                         | <b>2.1148</b>                 | <b>CPI</b>                      | <b>CPI</b>                      | <b>CPI</b>                      | <b>CPI</b>                      |
| Major Trade Waste – Heavy Metals (per kl)                                                              | 0.3754                        | CPI                             | CPI                             | CPI                             | CPI                             |
| Major Trade Waste – Heavy Metals Surcharge (including Chromium, Copper, Nickel, Zinc, Silver) (per kl) | 0.1912                        | CPI                             | CPI                             | CPI                             | CPI                             |
| <b>Major Trade Waste – Volume (per kl)</b>                                                             | <b>0.4884</b>                 | <b>CPI</b>                      | <b>CPI</b>                      | <b>CPI</b>                      | <b>CPI</b>                      |
| Minor A Standard Charge (<500kl pa) (per item)                                                         | 364.51                        | CPI                             | CPI                             | CPI                             | CPI                             |
| Minor B Volume Charge (>500kl & <5000kl) (per kl)                                                      | 1.4669                        | CPI                             | CPI                             | CPI                             | CPI                             |
| Additional sampling, investigations & enforcements                                                     | Actual cost                   | Actual cost                     | Actual cost                     | Actual cost                     | Actual cost                     |

Charges contained in Table 1 reflect those charges contained in 5.3.4 *Tariff structures* of Central Highlands Water's Water Price Determination 1 July 2023 – 30 June 2028.

### Pricing Principles

Where the prices set out in Schedule 2 do not apply because the nature of the service provided to a particular customer (including, in the case of trade waste customers, the volume or load of waste treated) is unique, prices must be set as follows:

- variable prices (including, in the case of trade waste customers, load-based charges) should reflect the long run marginal cost (LRMC) of providing services (including, in the case of trade waste customers, trade waste transfer, treatment and disposal);
- the total revenue received from each customer should be greater than the cost that would be avoided from ceasing to serve that customer, and (subject to meeting avoidable cost) less than the stand alone cost of providing the service to the customer in the most efficient manner;
- the methodology used to allocate common and fixed costs to that customer should be clearly articulated and be consistent with any guidance provided by the Commission;
- prices should reflect reasonable assumptions regarding the customer's demand for services (including, in the case of trade waste customers, the volume and strength of trade waste anticipated to be produced by that customer);

- depreciation rates and rates of return used to determine prices should be consistent with those adopted by the Commission for the purposes of making this Determination;
- customers should be provided with full details of the manner in which prices have been calculated and any new, renewed or renegotiated contractual agreements with customers should indicate that the prices to apply are subject to any Determination made by the Commission;
- where applying these principles results in significant changes to prices or tariff structures, arrangements for phasing in the changes may be considered and any transitional arrangements should be clearly articulated.

### **Volume Calculation**

Trade Waste Volume will be calculated at 100% of the total volume of waste registered on the magnetic flow meter servicing the property, or by any other means as deemed appropriate by the Authorised Officer.

## SCHEDULE 5 – TREATMENT FACILITIES

### 1. Operation and Maintenance of Treatment Facilities

The Customer must, for the term of this Agreement, operate and maintain in good order and working condition the following treatment facilities.

| Description of Waste                                                  | Description of Treatment Process                                 | Apparatus to be in Accordance with the Following                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| See attached waste description provided by the customer.              | See attached pre-treatment description provided by the customer. | The terms and condition of this Agreement.<br><br>Works, initiatives and improvements identified in the Trade Waste Management Plan required under clause 21 of this Agreement, must be implemented or achieved by their due date and represent a condition of this Agreement. |
| Eg Hydraulic load placed on the Corporation's sewer during discharge. | The discharge flow rate is limited by way of ???.                | The instantaneous flow rate must not exceed that stated in sub-clause 2 of Schedule 1 of this Agreement.                                                                                                                                                                       |
| Eg Brine Stream from the operation of a Reverse Osmosis plant.        | Nil                                                              | The discharge of this waste stream must be managed so as to maintain compliance with the limits prescribed in Schedule 2 of this Agreement.                                                                                                                                    |