

Trade Waste Policy

Aim

This policy outlines our commitment to the efficient and effective management of liquid trade waste and sets out how we levy trade waste charges.

Policy

We are committed to the effective and efficient management of trade waste to prevent harm to people, the environment and our sewerage infrastructure.

Our principles for the management of trade waste include:

- Application of a responsive, risk-based approach
- The use of appropriate, clear and specific agreements (including the customer contract and consent with trade waste customers that detail their obligations)
- Moving to fully recover the costs of providing trade waste services on an equitable basis, including the cost of conveyance, treatment, storage, disposal, maintenance and repair of damage to our sewerage infrastructure
- Promotion of trade waste minimisation and encouraging customers to apply sustainable, clean and innovative trade waste management practices.

Trade waste consent

A person must obtain our consent under Section 56ZI of the *Water and Sewerage Industry Act 2008* (the Act) before discharging anything to our sewerage infrastructure. The process for obtaining consent is set out on our website at www.taswater.com.au.

Customer categories

We determine a trade waste customer's category by calculating a risk score based on four elements: business activity, substance of most concern, pre-treatment requirements (as set out in the *Pre-treatment Guidelines*) and trade waste volume.

We classify trade waste customers into the following primary categories:

- **Category 0 Trade Waste customer** means a customer discharging trade waste of very low volume or strength, equivalent to or less than that of a standard residential dwelling.
- **Category 1 Trade Waste customer** means a customer discharging low volume and low impact Trade Waste which is minimal risk to the Sewerage Infrastructure and can be managed through cleaner production methods.
- **Category 2 Trade Waste customer** means a customer discharging low to medium volume and low impact Trade Waste which requires physical pre-treatment at the source to make it acceptable for discharge to the sewerage infrastructure, and includes those customers in subcategories 2A, 2B and 2C as set out in the Price and Service Plan.
- **Category 3 Trade Waste customer** means a customer discharging trade waste which through volume, composition or quality, individually or combined, poses a medium risk to the operation of TasWater's sewerage infrastructure.
- **Category 4 Trade Waste customer** means a customer discharging trade waste which through volume, composition or quality, individually or combined, poses a high risk to the operation of TasWater's sewerage infrastructure.

- **Tankered waste** means trade waste that is accepted (at our discretion) directly at designated receiving facilities that is not otherwise permitted to be discharged at the source into our sewerage infrastructure, in accordance with regulation 15 of the *Water and Sewerage Industry (General) Regulations 2019*.

Our *Trade Waste Customer Category Guideline* provides further detail on the categorisation of customers.

Fees and charges

The fees, charges and associated indexation are determined by the Tasmanian Economic Regulator.

We will publish the approved schedule of fees and charges for each category of trade waste customer on our website at www.taswater.com.au.

The following fees and charges apply for each category of trade waste customer, as set out in our approved Price and Service Plan:

- **Category 0 trade waste**
We will levy application fees and sewerage charges. We will not levy trade waste charges on Category 0 trade waste customers.
- **Category 1 and 2 trade waste**
We will levy application fees and trade waste charges and may (if applicable) levy a site constraint fee or non-compliance charge.
- **Category 3 and 4 trade waste**
These customers must enter into a contract with us under Section 61 of the Act.
We will levy application fees, volumetric charges and mass load charges, and may (if applicable) levy a non-compliance charge.
We may negotiate tailored agreements (including fees and charges) with each customer that reflect the implementation of appropriate trade waste risk controls.
- **Tankered trade waste**
We will levy management charges and tankered trade waste fees on a per kilolitre basis.

Definitions

Terms used in this policy that are defined in the Act have the same meaning as in the Act.

Act means the *Water and Sewerage Industry Act 2008*.

application fee means the cost imposed by us for assessment of an application and making a determination about accepting trade waste into our sewerage infrastructure.

consent has the same meaning as in the customer contract.

fixed sewerage charge has the same meaning as in the *Water and Sewerage Industry (Pricing and Related Matters) Regulations 2021*.

management charge is the management component calculated as an apportionment of the time spent on the administrative and technical tasks required to adequately manage each trade waste customer.

mass load charge is the charge applied to the quantity (in kilograms) of pollutant discharged by a customer into our sewerage infrastructure.

non-compliance charge is the charge levied when a customer fails to comply with the conditions of our consent. The charge is a multiple of the trade waste charge and reflects either a minor or major non-compliance event.

trade waste charge means a recurrent charge for accepting trade waste from a customer but does not include a fixed sewerage charge. The trade waste charge comprises:

- An annual management component that is calculated as an apportionment of the time spent on the administrative and technical tasks required to adequately manage each category of trade waste customers
- A usage component that is calculated based on the deemed average trade waste discharge volumes for trade waste customers in each category.

volumetric charge is the charge applied to the volume (in kilolitres) of trade waste discharged by a customer into our sewerage infrastructure.

Legislation

- *Environmental Management and Pollution Control Act 1994*
- *Water and Sewerage Industry Act 2008*
- *Environmental Management and Pollution (Waste Management) Regulations 2020*
- *Water and Sewerage Industry (General) Regulations 2019*
- *Water and Sewerage Industry (Pricing and Related Matters) Regulations 2021*

Responsibilities

The Chief Executive Officer of TasWater is responsible for implementing this policy.

Approved by the Board at its meeting on of 2022.

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Chairman

TRADE WASTE CONSENT

In addition to this Consent, if you are a Category 0 Trade Waste Customer, a Category 1 Trade Waste Customer, or a Category 2 Trade Waste Customer, the Customer Contract (available at www.taswater.com.au) also applies to your discharge of Trade Waste to our Infrastructure.

1. Non-Acceptance of Trade Waste

You must not discharge any substances into our Sewerage Infrastructure that do not comply with the Regulation, the Act, any other law, this Consent or that are:

- (a) flammable and/or explosive substances;
- (b) radioactive substances (other than in accordance with the *Radiation Protection Act 2005*);
- (c) infectious wastes such as medical, clinical, veterinary or other
- (d) pathological wastes that may pose a threat to human health;
- (e) genetically engineered organisms;
- (f) persistent and/or toxic substances.

2. Pre-treatment

- (a) Where required, you must have installed Pre-treatment Equipment to pre-treat and manage the Trade Waste from your property before it is discharged to our Sewerage Infrastructure.
- (b) This Pre-treatment Equipment:
 - (i) can be existing, where it is accepted by us; or
 - (ii) can be new Pre-treatment Equipment as accepted by us, including requirements regarding the dates for installation and operation;
 - (iii) must be designed, installed and operated in accordance with any legislative requirements and manufacturer's specifications and
 - (iv) design and specification documentation must be provided to our satisfaction if we so request; and
 - (v) must be modified, replaced or repaired as directed by us if it is apparent to us that it is inadequate, outdated, faulty or requires replacement.

3. Maintenance

- (a) You must maintain all Pre-treatment Equipment, together with any other plant or Infrastructure associated with the Trade Waste, in good and efficient working order.
- (b) If we advise you of specific maintenance requirements for Pre-treatment Equipment, you must comply with those requirements.
- (c) You must ensure that any Trade Waste residues removed from any part of the Property are collected and disposed of by a licenced tankered waste operator. If we request, you must provide the maintenance schedule held by the tankered waste operator via email to tradewaste@taswater.com.au
- (d) Records and evidence (such as invoices or receipts) of maintenance and cleaning of Pre-treatment Equipment for a period of not less than three years.

4. Monitoring

- (a) We may from time to time direct you to undertake monitoring of the Trade Waste and you must comply with any such direction.
- (b) You must maintain and provide to us records of monitoring in accordance with our direction, and submit to tradewaste@taswater.com.au

5. Inspection

You must allow a water and sewerage officer access to your property generally and to inspect/examine/assess as appropriate:

- (a) any Pre-treatment Equipment and any works associated with the creation, treatment, conveyance and discharge of Trade Waste;
- (b) any records, samples or other information relating to the maintenance or monitoring;
- (c) take further samples or carry out inspections as we think fit.

6. Directions of Corporation

You must comply with any written or verbal notice or direction from us in accordance with the rights and obligations under the Customer Contract. In this Consent, any reference to a notice or direction to be given by us or any power, right or discretion expressed in our favour, will be effectively given or exercised by any officer, employee or agent of us and must be complied with by you.

7. Customer must Notify

You must give not less than 30 days' written notice to us of any of the following events:

- (a) any change to the business conducted by you which may materially affect the Trade Waste discharge;
- (b) any intended change to the method of Pre-treatment undertaken by you in relation to the Trade Waste;
- (c) any proposed transfer, sale or closure of the business or any proposal to cease possession of any part of the business premises;

8. Significant events

You must notify us as soon as practicable by telephone and then in writing within 48 hours, of the happening of any of the following events:

- (a) any major breach of this Consent; and/or
- (b) any event which has already, or is likely to, cause material or detrimental impact to human health, the environment generally, property, or the Sewerage Infrastructure; and
- (c) that written notice must include details of the cause of the event, remedial actions that have or will be taken, together with actions proposed to ensure that the risk of the event occurring again is addressed, all to our satisfaction.

9. Powers and Obligations

- (a) Where obligations are imposed on you, you must ensure that any officer, employee, agent or any other party associated with you, complies with such obligations and any failure to comply by such other party will constitute a breach of this Consent by you.
- (b) This Consent does not operate to limit or fetter in any way, any power, right or discretion we have arising under the Act, Regulation or any other law.

10. Definition/Terminology

All capitalised terms defined in the Consent have the same meaning as in the Customer Contract.

"Customer Contract" means a customer contract approved by the Regulator under Section 58 of the Act.

"Pre-treatment Equipment" means equipment specified by us to be installed at a customer's property or business for the purpose of reducing or removing substances prior to the trade waste being discharged to sewer.