



TRADE WASTE CUSTOMER CHARTER

1 JULY 2012

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CONTENTS

Part A – Introduction	3
Part B – Provision of Trade waste services	4
1. Application to discharge Trade waste	4
1.1 Consider application	4
1.2 Response to application	4
1.3 Rejecting an application	4
2. Classification of Trade waste customers	4
2.1 Classification requirement and purpose	5
2.2 Classification process	5
2.3 Explanation of basis for classification	5
3. Risk identification and mitigation	6
3.1 Risks assessment by Coliban Water Corporation	6
3.2 Risk assessment by the Trade waste customer	6
4. Trade Waste Agreements	6
4.1 Form of agreement	6
4.2 Identify Trade waste customers	7
4.3 Matters to be dealt with by a Trade Waste Agreement	7
4.4 Deemed Trade waste customers	8
4.5 Amendments to a Trade Waste Agreement	8
5. Fees and charges	8
6. Acceptance criteria	9
6.1 Maintain approved statement of acceptance criteria	9
6.2 Changes to acceptance criteria	9
6.3 Amendment to statement of approved acceptance criteria	9
6.4 Customer specific acceptance criteria	10
7. Dispute resolution	10
7.1 Complaints and disputes policy	10
Part C – Sewerage system capacity planning	12
Part D – Definitions	13

Part A – Introduction

Coliban Water provides water and wastewater services to a region with a population of 140,000 people, across 16,500 square kilometres of Central and Northern Victoria. Our service area covers 49 towns in nine separate supply systems, extending from Cohuna and Echuca in the north to Kyneton and Trentham in the south, and from Boort, Wedderburn, Bealiba and Dunolly in the west to Heathcote and Tooborac in the east.

Purpose

Coliban Water has issued this Trade Waste Customer Charter to inform its customers about the Trade waste services performed by Coliban Water and the respective rights and responsibilities of Coliban 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.coliban.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 Coliban Water's Trade waste services comply with the Essential Services Commission's (the Commission's requirements).

Commencement

This Trade Waste Customer Charter applies from the 1 July 2012 .

Amendment

Coliban 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 from our website www.coliban.com.au or upon request.

Provision of Charter

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

A copy of this Trade Waste Customer Charter is available on request by contacting Coliban Water on 1300 363 200 or by email at coliban@coliban.com.au.

Coliban 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.coliban.com.au or that a hardcopy is available upon request; or
- to 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.

Contact details

24 hour faults and leaks: 1300 363 200

General and billing enquiries: 1300 363 200

Customer telephone calls are recorded for training and compliance purposes.

Email: coliban@coliban.com.au

Website: www.coliban.com.au

Office address: 37–45 Bridge Street, Bendigo
Victoria 3550

Postal address: PO Box 2770 Bendigo DC
Victoria 3554

Business hours: 8am to 5pm Monday to Friday

Part B – Provision of trade waste services

1. APPLICATION TO DISCHARGE TRADE WASTE

1.1 Consider application

Coliban Water will consider all applications for the discharge of Trade waste to the sewerage system.

An application must include:

- a completed application form entitled Trade Waste Application Form;
- 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 Coliban Water's website www.coliban.com.au;
- obtained by visiting Coliban Water's offices located at 37-45 Bridge Street, Bendigo;
- or by calling Coliban Water on 1300 363 200

Prior to lodging an application customers are encouraged to contact Coliban 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

Coliban 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 Coliban 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

Historically we have classified Trade waste customers in one of two ways :

- Minor Trade Waste Customers which have generic requirements, charges and agreements;
- Major Trade Waste Customers who require individual assessments and agreements

2.1 Classification requirement and purpose

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

Coliban Water will assess all new applications for the discharge of trade waste to the sewerage system in accordance with Coliban Water's "Criteria for Admission of Trade Wastes"

In doing so, Coliban 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);
- 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 any 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

Coliban 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 Coliban Water associated with the acceptance of that customer's Trade waste. Refer to the 'criteria for Admission of Trade Wastes' and or the by-law for further information.

Coliban 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.

Coliban 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 Coliban Water.

2.3 Explanation of basis for classification

Coliban Water will provide an explanation of the classification ascribed to the customer on receipt of a written request from the customer.

3. RISK IDENTIFICATION AND MITIGATION

3.1 Risks assessment by Coliban Water

Coliban Water will conduct a risk assessment for all applications to discharge Trade waste to the sewerage system in accordance with the Trade waste customer application process and parameters defined in the "Criteria for Admission of Trade Wastes".

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

Coliban 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

Coliban 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 Coliban 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 Coliban 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 Coliban Water.

4.1 Form of agreement

Both Minor and Major trade waste customers will be required to have an agreement with Coliban Water.

Minor – Trade waste customers

On the acceptance of an application from a customer determined to be a Minor Trade waste customer, Coliban Water will provide the customer with a Trade Waste Agreement.

The Trade Waste Agreement is entered by the conduct of Coliban Water providing the Trade Waste Agreement to the customer and the customer commencing the discharge of Trade waste to the sewerage system. Neither Coliban Water nor the customer is required to execute the Trade Waste Agreement 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 Trade Waste Agreement granted by Coliban 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.

Information regarding trade waste is available on Coliban Water's website www.coliban.com.au.

Major – Trade waste customers

An application from a customer determined to be a Major Trade waste customer must include details of their business operations and a breakdown of the content of the waste that is to be discharged.

The agreement will be based on the individual requirements of the customer and Coliban Water.

Both Coliban 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 Coliban Water has provided an interim Trade Waste Agreement to allow information to be obtained regarding the characteristics of the trade waste (typically 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.

Information regarding trade waste is available on Coliban Water's website www.coliban.com.au

4.2 Identify Trade waste customers

Coliban Water will endeavour to identify all Trade waste customers in its service area and ensure that each customer has a Trade Waste Agreement in accordance with this Trade Waste Customer Charter and the by-law

4.3 Matters to be dealt with by a Trade Waste Agreement

Coliban 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 or plants 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;
 - › Coliban Water's water business' rights and obligations, or provide reference to where those rights and obligations are set out; those rights will include:
 - › the circumstances in which Coliban Water may require the customer to cease discharging Trade waste into the sewerage system, and;
 - › the circumstances in which Coliban 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

Coliban 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 us to require a Trade waste agreement, and do not warrant the additional level of administration and monitoring that comes with this. Clause 4.4 of the Trade waste Code makes provision for dischargers of trade waste of a nature similar to domestic sewage, at Coliban Water's discretion, to have their agreement arise automatically through customer conduct, these types of customers are classified as 'Deemed' Trade Waste customers. Coliban Water publish a generic form of Trade Waste Agreement on www.coliban.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 Coliban 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 Coliban Water's sewer and which is of a similar nature to domestic sewage,

will be considered 'Deemed' Trade waste customers.

As stated on Coliban 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 Coliban Water arising by customer conduct.

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

Coliban 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 Coliban Water. Refer to Clause 2.2 for more information on Coliban 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

Coliban 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 Coliban Water. Our approved pricing schedule for trade waste is available on our website.

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

Coliban Water's statement of approved acceptance criteria for Trade waste is available on its website www.coliban.com.au

6.2 Changes to acceptance criteria

Coliban Water will comply with the by-law, 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, Coliban Water will consider the matters outlined in Clause 2.2 and additionally other matters including:

- Coliban 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 (5% Lower Explosive Limit (LEL));
- Environment Protection Authority (EPA) licence conditions; and
- EPA guidelines, codes and publications.

If the transport or treatment of Trade waste involves another water business, then Coliban Water will consult that water business 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 Coliban Water, a Trade waste customer or the Commission; and
- Coliban 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

Coliban 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, Coliban Water will:

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

Coliban 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 Coliban 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

Coliban 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.

Coliban 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 Coliban 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.

Coliban Water will maintain a register of all customer-specific acceptance criteria detailing the name and address of the Trade waste customer, the receiving sewerage catchment or 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.

Coliban 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, Coliban 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

Coliban Water will comply with its 'Enquiry, Complaints and Dispute Resolution Policy' as detailed in its Urban Customer Charter and the terms of the Trade Waste Agreement in dealing with any complaints made by the customer or any dispute arising from the Trade waste Agreement.

Coliban Water's 'Enquiry, Complaints and Dispute Resolution Policy' is available on its website www.coliban.com.au in the Urban Customer Charter.

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

Part C – Sewerage system capacity planning

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

Where a Trade Waste Customer changes the nature, content or frequency of an agreed discharge, then it must inform Coliban Water so that consideration can be given to the impact of the change. This should include any plans (current or future) to increase business operations through expansion or growth.

This may involve formal assessment of the impacts, which could result in:

- Cancellation or revision of the existing agreement;
- Additional testing of the waste to determine any changes to its quality or content;
- An assessment of the infrastructures capacity to deal with proposed changes, which could result in upgrades to private or public infrastructure.
- The cost of upgrading infrastructure may be at the cost of the customer depending on the circumstances.

Please contact Coliban Water on 1300 363 200 to discuss any potential changes to your business which will impact on trade waste.

Part D – Definitions

Coliban Water

means the Coliban Water and ABN 96 549 082 360.

acceptance criteria

means the criteria applied by Coliban Water to determine whether Trade waste may be accepted into the sewerage system.

approved acceptance criteria

means acceptance criteria 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 Coliban Water, including a failure of Coliban Water to observe its published policies, practices or procedures

customer

means a person who is:

- a) an owner and occupier of a property connected to Coliban Water's sewerage system; or
- b) an owner of a property which is connected to Coliban Water's sewerage system but is not an occupier; or
- c) an occupier of a property that is connected to Coliban 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 Coliban 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 Coliban 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.

Price determination

means the Coliban Water determination 1 July 2012 – 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 Coliban Water.

Trade waste

has the meaning given to that term in the relevant water law (act, by-law or regulation).

Trade waste Agreement

means written permission, consent, permit or other process to accept Trade waste discharge.

Trade waste By-Law

means any by-law in respect of Trade waste made by Coliban Water under the Water Act 1989.

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 Coliban Water and amended from time to time (available on Coliban 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.

