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Water Act 1989

WESTERN REGION WATER AUTHORITY TRADE WASTE BY-LAW

Sections 160, 161 and 181 of the **Water Act 1989**

PART 1 – PRELIMINARY

1. TITLE

This by-law shall be cited as the Western Water Trade Waste By-Law.

2. COMMENCEMENT

This by-law comes into operation when it has been approved by the Minister and upon completion of the requirements of section 161 of the Act and shall continue to operate until revoked by the Authority.

3. OBJECTIVE

This by-law has the following objectives:

- 3.1 each and every one of the matters set out in the Act in respect of the making of a trade waste by-law by an Authority;
- 3.2 to provide for the administration of the Authority's powers and functions in respect of trade waste;
- 3.3 to govern trade waste either within, or received by the Authority from a source outside, any sewerage district of the Authority.

4. AUTHORISING PROVISIONS

This by-law is made under sections 160, 161 and 181 of the Act.

5. REVOCATION

Simultaneous with the coming into operation of this by-law, any existing trade waste by-law made or administered by the Authority in relation to trade waste shall be repealed.

6. APPLICATION

This by-law shall apply in each and every sewerage district of the Authority, and in any case where the Authority receives trade waste from a source outside any such sewerage district.

7. DEFINITIONS

In this by-law, unless inconsistent with the subject matter or context:

- 7.1 "acceptance standards" means the various criteria, requirements, chemical, biological, radiological, bacteriological and physical characteristics and such other parameters as specified, with which trade waste discharged to the sewerage system must comply as provided in the Trade Waste Management System and incorporated in this by-law.
- 7.2 "Act" means the **Water Act 1989**.
- 7.3 "agreement" means an agreement between the Authority and:
 - (a) an occupier to allow the discharge of trade waste in accordance with this by-law; or
 - (b) a septic waste transporter to allow the discharge of septic waste in accordance with this by-law.

SPECIAL

- 7.4 “Authority” means Western Region Water Authority, and includes its successors.
- 7.5 “charges” means the fees imposed by the Authority in relation to the receipt of trade waste into the sewerage system.
- 7.6 “drain” includes a pipe, for the passage of trade waste discharges from any premises to the Authority’s sewerage system.
- 7.7 “occupier” means the occupier of any premises governed by this by-law discharging or seeking to discharge trade waste to the sewerage system.
- 7.8 “penalty unit” means a penalty unit as defined under the **Sentencing Act 1991**.
- 7.9 “premises” means any land or part of any land or any building or structure or part of any building or structure within which or from which any trade waste is created, dealt with, or otherwise discharged or capable of being discharged.
- 7.10 “septic waste” means any human excreta or domestic waterborne waste, whether untreated or partially treated that is dealt with:
- (1) within a septic tank system, portable toilet system or approved holding tank system; and
 - (2) is collected by a transport vehicle for discharge at the direction and with the approval of the Authority including discharge at an Authority waste water treatment facility.
- 7.11 “septic waste transporter” means the registered owner of a transport vehicle.
- 7.12 “sewage” means any human excreta or domestic waterborne waste, whether untreated or partially treated but does not include trade waste.
- 7.13 “sewerage system” means all the sewers and drains and works vested in or under the control and management of the Authority or otherwise utilised by or on behalf of the Authority for the collection, discharge, transport, storage, treatment or disposal of trade waste.
- 7.14 “trade waste” means:
- (1) any waterborne waste (other than sewage) which is suitable, according to the criteria of the Authority, for discharge into the sewerage system;
 - (2) any other matter which is resolved by the Authority from time to time to be trade waste;
 - (3) any other liquid Waste (and any substances contained in it) deriving from any institution, business, trade, industry or commercial activity, or a process including any offensive trade as defined in the **Health Act 1958**;
 - (4) any trade waste declared to be trade waste by this by-law; and
 - (5) any sewage which is mixed with or discharged at the same time as any other trade waste.
- 7.15 “Trade Waste Management System” means the Trade Waste Management System created by the Authority for the purpose of managing trade waste which may be varied from time to time by the Authority and with particular parts, as detailed in this by-law, being incorporated by reference into this by-law.
- 7.16 “transport vehicle” means any vehicle acceptable to the Authority for the collection, transport and discharge of septic waste.

Unless altered pursuant to a definition set out above or, to the extent that the context requires otherwise, any word or phrase defined in the Act shall have the meaning so attributed to it in the Act.

8. TRADE WASTE MANAGEMENT SYSTEM

8.1 The Authority has developed the Trade Waste Management System for the following purposes:

- (1) to facilitate its internal practices for the management of trade waste;
- (2) to assist occupiers in understanding their obligations, rights and responsibilities in the discharge of trade waste from their premises to the sewerage system;
- (3) to assist septic waste transporters in understanding their obligations, rights and responsibilities in the discharge of septic waste into the sewerage system;
- (4) to provide for standard forms for various matters including an application for an agreement;
- (5) to establish and vary, from time to time, the acceptance standards;
- (6) to establish and vary, from time to time, the requirements of occupiers in monitoring their trade waste discharges to the sewerage system; and
- (7) to establish and vary, from time to time, the charges.

8.2 The Trade Waste Management System shall be a document which may be varied from time to time by resolution of the Authority.

8.3 Particular parts of the Trade Waste Management System, as varied from time to time by resolution of the Authority, are incorporated by reference in, and shall form part of, this by-law, namely:

- (1) the acceptance standards;
- (2) requirements in relation to equipment to measure acceptance standards or volume in accordance with clauses 10 and 11 of this by-law; and
- (3) the charges.

9. DISCHARGE OF WASTE

9.1 Requirements for discharge of trade waste

No person shall discharge or allow to be discharged any trade waste or septic waste directly or indirectly into the sewerage system except in accordance with an agreement or an exemption pursuant to clause 9.3(3)

9.2 Application to discharge trade waste or septic waste

- (1) Prior to the discharge of any trade waste or septic waste, an application for an agreement shall be made in writing to the Authority by the occupier or septic waste transporter (as the case may be) and shall, unless exempted by the Authority, include details of:
 - (a) the nature of the trade, manufacturing or other processes carried out on the premises from which trade waste is to be discharged or the nature of the source of any septic waste to be discharged (as the case may be);
 - (b) the nature, chemical composition and physical characteristics of the trade waste from every source which contributes to the discharge;
 - (c) where relevant, the estimated maximum rates of discharge of the trade waste or septic waste into the sewerage system, including (where relevant) peak discharge rate, maximum hourly rate and daily rate;

- (d) the hours of any particular day and the days of any particular week during which the discharge of trade waste or septic waste is likely to occur; and
 - (e) the particular hours, days or weeks where any peak or maximum flows are likely to occur.
- (2) Where required by the Authority, the applicant for agreement shall also submit the following with any application:
- (a) layout plans of the areas used in the generation and transport of trade waste or septic waste;
 - (b) plans of equipment and details of processes which are to be used for the treatment of the trade waste before it enters the sewerage system;
 - (c) plans and details of all pipes, floor channels, and drains used to convey the trade waste from the source of the discharge to any apparatus used for treatment of the trade waste;
 - (d) details of the method of measuring the total volume of trade waste or septic waste to be discharged; and
 - (e) such other information as the Authority may require.
- (3) Either at the time of application, or at the request of the Authority, the applicant for an agreement shall provide:
- (a) any application fee, as determined by the Authority from time to time pursuant to this by-law relating to the receipt and processing of the application;
 - (b) if required by the Authority, proof to the satisfaction of the Authority of the capacity of the applicant for an agreement to pay the charges; and
 - (c) if required by the Authority, details of any security to be provided to the satisfaction of the Authority, to secure payment of the charges which may be required by the Authority.

9.3 Authorisation of discharge

After consideration of an application the Authority may:

- (1) enter into an agreement, subject to such conditions the Authority thinks fit, with the occupier or septic waste transporter (as the case may be) for the discharge of trade waste or septic waste (as the case may be); or
- (2) refuse to enter into any agreement; or
- (3) exempt any occupier or septic waste transporter (as the case may be) from the need to enter into an agreement in relation to the discharge of trade waste or septic waste (as the case may be) into the sewerage system.

9.4 Terms and conditions of agreements

Every:

- (1) agreement made for the discharge of trade waste or septic waste into the sewerage system, either existing as at the date of coming into operation of this by-law or entered into after that date; and
 - (2) discharge of trade waste or septic waste into the sewerage system that the Authority has determined to be exempt from the need to enter into an agreement pursuant to clause 9.3(3),
- shall be deemed (unless the relevant agreement provides to the contrary) to incorporate the following terms and conditions:

- (3) that the discharge to the sewerage system shall at all times comply with the conditions set out in the agreement;
- (4) that the occupier or septic waste transporter (as the case may be) shall submit to the Authority, at such times as the Authority may require, details of all water usage on the premises (where relevant) and of the quality and quantity of trade waste or septic waste discharged to the sewerage system;
- (5) that the occupier shall ensure that:
 - (a) any underground sewer or drain either upstream or downstream of any apparatus used for treatment of trade waste;
 - (b) any above ground sewer, drain or conduit downstream of any apparatus used for treatment of trade waste;
 - (c) any underground connection to or from any apparatus used for treatment of trade waste; and
 - (d) any apparatus used for the treatment of the trade waste connecting or communicating to or with the sewerage system,are constructed in such a manner and of such materials and be subject to such tests as the Authority may require and such sewer, drain, conduit, underground connections and apparatus shall at all times be maintained in a condition to the satisfaction of the Authority;
- (6) that the septic waste transporter shall ensure that any transport vehicle is constructed in such a manner and of such materials and be subject to such tests as the Authority may require and shall at all times be maintained in a condition to the satisfaction of the Authority;
- (7) that the occupier or septic waste transporter shall allow the Authority, through its representatives, access to the premises or transport vehicle (as the case may be) at all times for the purpose of ascertaining whether any discharge of trade waste or septic waste is in accordance with the terms and conditions of the agreement, the Act and this by-law;
- (8) that the occupier or septic waste transporter (as the case may be) shall not claim payment or compensation from the Authority for or in respect of the exclusion of any trade waste or septic waste from the sewerage system during the examination, alteration, repair or maintenance to the sewerage system;
- (9) that the occupier shall give at least 30 days notice in writing to the Authority prior to terminating the occupancy of the premises;
- (10) that the septic waste transporter shall give at least 30 days notice in writing of the proposed sale of any transport vehicle;
- (11) that where, for any reason, any agreement has come to an end, then the occupier shall forthwith, if requested, and at its own expense and to the satisfaction of the Authority disconnect the pipes and equipment used to discharge the trade waste into the sewerage system and in the event of any failure to do so the Authority may enter upon such premises and carry out such works, at the expense of the occupier as may be necessary to stop the discharge of trade waste into the sewerage system;
- (12) that the provisions of the agreement shall be operative as and from the commencement date specified in the agreement;
- (13) that the Authority may at the septic waste transporter's expense require the septic waste transporter to install, upgrade, modify, maintain or repair any pre-treatment apparatus, monitoring device or any other equipment on any transport vehicle which the Authority thinks fit;

- (14) that the Authority may at the occupier's expense require the occupier to install, upgrade, modify, maintain or repair any trade waste pre-treatment apparatus, monitoring device or other vessel or drain relating to the production, transport, storage or disposal of the trade waste, which the Authority thinks fit;
- (15) that the Authority may, at the expense of the septic waste transporter or the occupier (as the case may be), repair, remedy and make good any damage to the sewerage system caused by or arising out of or resulting from the discharge of trade waste or septic waste failing to comply with the terms and conditions of the agreement, consent or this by-law; and
- (16) that when the occupier ceases to occupy the relevant premises or when the septic waste transporter ceases to own the relevant transport vehicle then the agreement shall, save and except for the terms and conditions still to be performed by the occupier or septic waste transporter, and unless otherwise specified in the trade waste agreement, be at an end.

9.5 Septic Waste

The collection, transportation, storage and discharge of septic waste to the sewerage system shall, in addition to the other requirements of this by-law be subject to the following requirements:

- (1) The septic waste transporter shall comply, and shall ensure any of its contractors, employees, agents or drivers comply, with this by-law, any agreement or any other requirements or directions of the Authority in respect of the collection, testing, transport and discharge of septic waste, including any such requirements or directions contained within the Trade Waste Management System from time to time;
- (2) Any agreement in respect of septic waste shall specify the relevant transport vehicle, or transport vehicles, which may be utilised by the septic waste transporter in respect of relevant septic waste and the use of any transport vehicle not specified is prohibited;
- (3) The septic waste transporter in relation to a particular agreement shall be responsible for all septic waste collected, transported, stored or discharged from any relevant transport vehicle specified in respect of that septic waste.

9.6 Compliance with agreement

Any person who discharges trade waste or septic waste onto land, into surface water or into the sewerage system, either:

- (1) without an agreement applying to the relevant discharge; or
- (2) without an exemption granted by the Authority to the occupier of premises from which trade waste is discharged pursuant to clause 9.3(3) of this by-law.
- (3) contrary to the terms of any agreement, exemption, the Act or this by-law, is guilty of an offence.

10. ACCEPTANCE STANDARDS

10.1 Acceptance standards for discharge

The acceptance standards with which any trade waste or septic waste is discharged must comply are:

- (1) the acceptance standards adopted by the Authority from time to time and set out in of the Trade Waste Management System from time to time which are hereby incorporated into this by-law; and

- (2) any additional or varied acceptance standards included in the terms of any particular agreement,
provided that any additional or varied acceptance standards contemplated in clause 10.1(2) which are inconsistent with the acceptance standards contemplated in clause 10.1(1), shall prevail.
- 10.2 Notification of trade waste components and characteristics
- (1) The occupier or septic waste transporter (as the case may be) shall:
- (a) submit to the Authority, in writing, details of the components and characteristics of the trade waste discharged into the sewerage system; and
- (b) provide the details required under clause 10.2(1)(a), from time to time, at the request of the Authority and otherwise in accordance with any applicable agreement; and
- (c) notify the Authority in writing at least 14 days prior to any change in any process of trade or manufacture or any other matter which may, in any way, materially affect:
- (i) the nature of the trade waste or septic waste;
- (ii) the chemical, bacteriological, radiological, biological composition and physical characteristics of the trade waste or septic waste; or
- (iii) the rate of discharge, including the peak rates of discharge and the total daily and annual volume of trade waste or septic waste to be discharged, to the sewerage system.
- (2) Regardless of the intention of the occupier, where any of the changes contemplated in clause 10.2(1)(c)(iii) have occurred deliberately, by accident or by the intervention of a third party, the occupier shall notify the Authority in writing within 24 hours of the occupier becoming aware of those changes.
- 10.3 Measuring trade waste components and characteristics
- (1) The Authority may, at any time, install, acquire, maintain and operate or require the occupier or septic waste transporter to acquire, install, maintain and operate such equipment which, in the opinion of the Authority, is necessary to sample, monitor and measure the physical and chemical characteristics of the trade waste against the acceptance standards.
- (2) The equipment required by clause 10.3(1), shall be installed, maintained and operated in accordance with the Trade Waste Management System, provided however, that any specific requirements set out in any agreement shall prevail in the event of any inconsistency with the Trade Waste Management System.
- (3) The occupier or septic waste transporter (as the case may be) shall pay all costs associated with the acquisition, installation, maintenance of any equipment installed, calibrated, maintained and operated pursuant to clause 10.3(1).
- (4) The occupier or septic waste transporter (as the case may be) shall permit the Authority at any time to inspect, sample and otherwise examine the trade waste or septic waste and its production on the premises or any transport vehicle to determine whether it complies with the acceptance standards.

- (5) The occupier or septic waste transporter (as the case may be) shall pay all costs associated with the testing and monitoring of the trade waste or septic waste, whether undertaken by or on behalf of the occupier or septic waste transporter (as the case may be) or by or on behalf of the Authority.
 - (6) Where any examination by the Authority pursuant to clause 10.3(4) provides results different from that undertaken by the occupier or septic waste transporter (as the case may be), the results of the Authority shall prevail for all purposes (including the levying of charges), unless and until they are established to be incorrect by an independent panel of arbitration or, any court or tribunal of competent jurisdiction.
- 10.4 The occupier or septic waste transporter (as the case may be) shall ensure, to the satisfaction of the Authority, that any equipment installed pursuant to this clause 10 is maintained at all times, correctly adjusted and in proper working order.

11. WASTE VOLUME

11.1 Volume and rate permitted

Where an agreement is in force, trade waste or septic waste may only be discharged into the sewerage system at a maximum volume and rate specified in that agreement.

11.2 Measuring volume and rate

- (1) The Authority may, at any time, acquire, install, maintain and operate or require the occupier or septic waste transporter (as the case may be) to acquire, install, maintain and operate such equipment which, in the opinion of the Authority, is necessary to measure the volume and rate of discharge of trade waste or septic waste.
- (2) The equipment required by clause 11.2(1) shall be installed, maintained and operated in accordance with the Trade Waste Management System provided however, that in the event of any inconsistencies with the Trade Waste Management System any specific requirements set out in any agreement shall prevail.

11.3 Measuring equipment

- (1) Where, in the opinion of the Authority, any equipment used to measure the volume or rate of trade waste or septic waste discharged to the sewerage system is inadequate, not in proper working condition or not providing a correct reading, the Authority may, in its absolute discretion, advise the occupier or septic waste transporter (as the case may be) in writing that such equipment must be repaired or replaced to the satisfaction of the Authority.
- (2) If required, and until such time as the Authority approves new measuring equipment, the volume and rate of trade waste or septic waste discharged shall be estimated by the Authority taking into account the following factors, as applicable and available:
 - (a) comparison with records or corresponding periods of previous years;
 - (b) retrospective application of discharge records obtained after the new measuring equipment has been approved;
 - (c) a reasonable assessment by the Authority of the output from the particular premises or the septic waste transporter; and
 - (d) such other appropriate method.

11.4 Maintenance and repair of measuring equipment
The occupier or the septic waste transporter (as the case may be) shall, at its own expense, maintain in proper working order all volume and rate measuring equipment required by the Authority. Where there is any defect in such equipment or a failure to comply with a requirement of the Authority that such equipment be repaired or replaced, the Authority may enter the premises and carry out any works necessary to repair or replace the relevant equipment, at the expense of the occupier or septic waste transporter (as the case may be).

11.5 Compliance with volume and rate
Any person who discharges or allows to be discharged trade waste or septic waste to the sewerage system that does not comply with the volumes or rates contemplated in this clause 11 or with the other requirements of this by-law is guilty of an offence.

12. CHARGES

12.1 The Authority may, by resolution, set the charges that will apply, from time to time, in relation to various aspects of the discharge of trade waste and septic waste into the sewerage system.

12.2 The terms and conditions on which an occupier or septic waste transporter shall pay the charges in relation to the discharge of trade waste or septic waste shall be set out in any agreement or otherwise determined by the Authority from time to time.

12.3 Any person who fails to pay, by the relevant due date, any charge or any other payment relating to the discharge of trade waste required by the Act, this by-law or any agreement is guilty of an offence.

13. ENFORCEMENT AND PENALTIES

13.1 Termination of service

The Authority may terminate an agreement or an exemption granted pursuant to clause 9.3(3) of this by-law in the following circumstances:

- (1) upon 3 months' written notice;
- (2) where the occupier or septic waste transporter is in breach of the terms and conditions of any agreement, the Act or this by-law;
- (3) where the occupier or septic waste transporter has failed to pay any charges or other monetary amounts due to the Authority by any relevant due date.

13.2 Offences against this By-Law

A person shall be guilty of an offence if that person:

- (1) does any act in contravention of, or forbidden by, this by-law or permits such an act to be done or fails to do any act required by this by-law to be done by that person;
- (2) neglects or refuses to carry out or comply with any order, notice or direction given by the Authority, pursuant to the provisions of this by-law;
- (3) obstructs, impedes or interferes with the Authority in carrying out any inspection, test or work authorised under this by-law; or
- (4) contravenes or defaults in the performance of any obligation under an agreement.

13.3 Penalties

Any person guilty of an offence against this by-law shall be liable to a penalty not exceeding 20 penalty units and in the case of a continuing offence shall be liable to a further penalty not exceeding 5 penalty units for each day during which such offence is continued after:

- (1) service by the Authority upon such person of notice of contravention under section 151 of the Act; or
- (2) if no notice of contravention is served, after conviction of the person for the offence,
provided, however, that in the case of an offence referred to in clause 13.2(3), 200 penalty units and 80 penalty units shall be substituted for the maximum penalty of 20 penalty units and 5 penalty units respectively.

13.4 Interest on unpaid charges

Any amount due but not received by the Authority by any relevant due date pursuant to this by-law, including any amount owing under an agreement which does not provide otherwise, shall incur interest at the rate set by the Authority, from time to time, for the purposes of section 281 of the Act.

13.5 Restraining illegal discharge

- (1) Where trade waste is discharged from the premises to the sewerage system and the occupier has no agreement with the Authority for such discharge and the Authority has not otherwise exempted the discharge pursuant to clause 9.3(3) of this by-law, the Authority may enter upon such premises and carry out such works as may be necessary to restrain the discharge of the trade waste and the costs of any such action by the Authority shall be borne by the occupier and shall be a debt due and immediately payable by the occupier to the Authority.
- (2) Where septic waste is discharged to the sewerage system and the relevant septic waste transporter has no agreement with the Authority for such discharge and the Authority has not otherwise exempted the discharge pursuant to clause 9.3(3) of this by-law, the Authority may take such steps as it, in its absolute discretion, considers appropriate to restrain the discharge of the septic waste and the costs of any such action by the Authority shall be borne by the septic waste transporter and shall be a debt due and payable by the septic waste transporter to the Authority.

14. GENERAL PROVISIONS

14.1 Management plan

If so required by an agreement or if required in writing by the Authority, the occupier must within the timeframes set out by the Authority, prepare a trade waste management plan of a form, and to the satisfaction, of the Authority with the objectives being to reduce and otherwise minimise the volume, and improve the quality, of the trade waste discharged to the sewerage system.

14.2 Records to be available

The occupier or the septic waste transporter (as the case may be) shall, on demand, make available to the Authority any or all such documents and records related to or associated with the production of trade waste or septic waste and its discharge to the sewerage system including but not limited to anything in relation to the results from monitoring its components and characteristics or for the measurement of its rate or volume.

14.3 For the purposes of this by-law and any agreement, the actions or omissions of an employee, contractor or agent of the occupier or septic waste transporter (as the case may be) shall be deemed to be the actions or omissions of the occupier or septic waste transporter (as the case may be) except where the occupier or septic waste transporter (as the case may be) can demonstrate, to the satisfaction of the Authority or a court or tribunal of appropriate jurisdiction, that such actions or omissions exceeded the employees, contractor or agents authority.

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