YARRA VALLEY WATER CORPORATION

and

MCDONALDS FAMILY RESTAURANTS

trading as MCDONALDS FAMILY RESTAURANTS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trade Waste Agreement

Trade Waste No: 9036180000

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reference No: undefined

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Table of Contents

[1. PARTIES & TERM 4](#_Toc333580744)

[2. YOUR RIGHTS 4](#_Toc333580745)

[3. YOUR OBLIGATIONS 4](#_Toc333580746)

[3.1 Install and maintain equipment 4](#_Toc333580747)

[3.2 Give us access 4](#_Toc333580748)

[3.3 Sample and monitor discharges 4](#_Toc333580749)

[3.4 Cease discharging trade waste 4](#_Toc333580750)

[3.5 Notify us of events 4](#_Toc333580751)

[3.6 Pay trade waste charges 4](#_Toc333580752)

[3.7 Take environmental and safety measures 4](#_Toc333580753)

[3.8 Indemnify us 4](#_Toc333580754)

[4. OUR RIGHTS 4](#_Toc333580755)

[4.1 Amend or vary the Agreement 4](#_Toc333580756)

[4.2 Restrict or stop services 4](#_Toc333580757)

[4.3 Sharing information with others 4](#_Toc333580758)

[5. TERMINATING THIS AGREEMENT 4](#_Toc333580759)

[5.1 Our rights 4](#_Toc333580760)

[5.2 Your rights and obligations 4](#_Toc333580761)

[6. ASSIGNING YOUR RIGHTS AND OBLIGATIONS 4](#_Toc333580762)

[7. NOTICES 4](#_Toc333580763)

[8. CUSTOMER SERVICE CODE AND CHARTER 4](#_Toc333580764)

[9. Clause 7 – Actions for non-paymentDISPUTE RESOLUTION 4](#_Toc333580765)

[10. WAIVER 4](#_Toc333580766)

[11. INTERPRETATION 4](#_Toc333580767)

[SCHEDULE 1 – ACCEPTANCE CRITERIA 4](#_Toc333580768)

[SCHEDULE 2 – SAMPLING AND MONITORING 4](#_Toc333580769)

[SCHEDULE 3 – CHARGES 4](#_Toc333580770)

[SCHEDULE 4 - TREATMENT FACILITIES 4](#_Toc333580771)

[SCHEDULE 5 – SPECIAL CONDITIONS 4](#_Toc333580772)

[SCHEDULE 6 – LOCKED BATCH DISCHARGES 4](#_Toc333580773)

TRADE WASTE AGREEMENT

# PARTIES & TERM

MADE on <5 February 2010> between:

YARRA VALLEY WATER CORPORATION of Lucknow Street, Mitcham ABN 93 066 902 501 (We) and

MCDONALDS FAMILY RESTAURANTS (ABN: 43 008 496 928) trading as MCDONALDS FAMILY RESTAURANTS (You),

about land at 1 Lv. 999 Lucknow Street Mitcham VIC 3123 (land), where you carry on the activity of [INSERT nature of permitted activity discharging trade waste]

BEGINNING on 2016-04-14T00:00:00.000Z and finishing on 2016-05-13T00:00:00.000Z.

# YOUR RIGHTS

* + 1. You may discharge trade waste from the land into our sewers, to be treated at [INSERT name of treatment plant] only on the terms set out in this Agreement. You must ensure that you, and trade waste you discharge, comply with every provision of this Agreement.
    2. You must only discharge trade waste:
       1. which complies with the acceptance criteria approved by the Essential Services Commission (**ESC**) and Schedule 1; [and]
       2. in accordance with any special conditions set out in Schedule 5; [and]

on the days and between the hours set out in this clause:

|  |  |
| --- | --- |
| Day | Hours |
| «TableStart:tblAgreementOperatingHour» «AGOH\_DayFrom» To «AGOH\_DayTo» | «AGOH\_TimeFrom» To «AGOH\_TimeTo» «TableEnd:tblAgreementOperatingHour» |

* + - 1. *[if locked batch discharge applies]* in accordance with Schedule 6.
    1. You must not discharge more than:

|  |  |  |  |
| --- | --- | --- | --- |
| Discharge | Volume rate | Start | End |
| «TableStart:tblAgreementRequirementDischa»«DT\_Description» | «ARD\_Value» | «ARD\_StartDate» | «ARD\_EndDate»«TableEnd:tblAgreementRequirementDischarg» |

# YOUR OBLIGATIONS

You must do each of the following things:

## Install and maintain equipment

* + 1. You must, at your cost and to our satisfaction, install and maintain in good working order:
       1. all the equipment specified in Schedules 2 and 4 *[and 6 if locked batch discharge applies]*; and
       2. any other equipment you use in connection with trade waste on the land.
    2. You must also:
       1. install the equipment within any time we specify; and
       2. carry out any repairs required to equipment in Schedule 4 within 3 months; and
       3. comply with all reasonable directions we give you about installing, operating, maintaining and repairing any such equipment.
    3. If you fail to install or repair equipment within the time we have specified, you must immediately stop discharging trade waste when that time expires.

## Give us access

* + 1. Section 177 of the *Water Act 1989* requires you to give us access to the land at any reasonable time, but in an emergency, at any time, to measure flows of trade waste, to take and analyse samples, or to inspect works or fittings, in order to find out whether the discharge of waste complies with this Agreement.
    2. We will not unreasonably delay or inconvenience your activities when we come onto the land. We will also comply with any reasonable directions you may give, to ensure anyone's health or safety.
    3. You must ensure that the health and safety of anyone coming onto the land on our behalf is not threatened in any way. For that purpose, you promise to comply with all laws and codes about occupational health and safety and not to permit anything to occur on the land which might endanger them.

## Sample and monitor discharges

You agree to, at your cost and to our satisfaction:

* + 1. comply with any sampling or monitoring programs set out in Schedule 2; and
    2. maintain records about;
       1. cleaning and maintaining all your trade waste equipment; and
       2. how and when you dispose of residues from that equipment; and
    3. give us copies of every record, result and analysis referred to in sub-clauses 5.1, 5.2 and 5.3 of Schedule 2.

## Cease discharging trade waste

* + 1. You must stop discharging trade waste into our sewer whenever we ask you to under this clause and not resume discharging until we tell you to.
    2. We will only ask you to stop if:
       1. we need to inspect, do work on or close down the sewerage network; or
       2. we consider that your continuing to discharge may lead us not to comply with any law relating to health, safety or the environment or with our agreement with Melbourne Water for treating trade waste; or
       3. we consider that, if you continue to discharge, there is, or is reasonably likely to be, a risk that would endanger human life or any part of the environment, or compromise the health or safety of any person, or the safety or our works, or would interfere with the proper operation of a sewage treatment plant.
    3. We will do all we reasonably can to allow you to resume discharging, as soon as possible after asking you to stop under this clause.

## Notify us of events

* + 1. You must tell us within half an hour after you become aware of any event which may:
       1. give rise to a breach of this Agreement; or
       2. have a significant effect on:
* the health or safety of anyone; or
* any part of the environment; or
* any of our works; or
* the operation of any sewage treatment plant.
  + 1. You can do this by calling our Emergency Line (132 762) at any time.
    2. Where the event involves a breach of any requirement of paragraph 2(b) or of Schedule 1, as well as calling us, you must, within the next 7 days, write to us explaining both:
       1. what caused the breach; and
       2. how you propose to prevent it recurring.
    3. You must also write to us immediately you become aware of any change or possible change to any characteristic of your trade waste or its volume or rate of discharge. You must do this, whatever causes the change and whether or not your trade waste discharge will continue to comply with this Agreement.

## Pay trade waste charges

* + 1. You agree to pay trade waste charges referred to in Schedule 3, within 20 days after we bill you for them.
    2. We will not bill you for any period when we stop you discharging under sub-clause 3.4.
    3. You must also pay us interest on any unpaid trade waste charges, at the rate from time to time authorised by the ESC.

## Take environmental and safety measures

* + 1. You are required to :
       1. take all reasonable measures to contain all spills on the land and to stop them from entering our sewer; and
       2. if we ask, allow us to inspect any documents about sludge and spent process solutions removed from the land; and
       3. if we ask, increase the capacity of any equipment referred to in sub-clause 3.1; and
       4. if we ask, prepare a risk assessment plan, which evaluates certain types of risk specified by us which may arise at the premises, in a form approved by us, and give a copy to us; and
       5. adopt best-available waste minimisation technology appropriate to your industry or the type of trade waste you discharge; and
       6. if we ask, carry out a waste audit and prepare a waste minimisation plan in a form approved by us, within 12 months of the commencement of this Agreement, and give a copy to us.
    2. Section 1I of the *Environment Protection Act* 1970 provides that you should manage wastes "in accordance with the following order of preference:  
       (a) avoidance;  
       (b) re-use:  
       (c) re-cycling;  
       (d) recovery of energy;  
       (e) treatment;  
       (f) containment;  
       (g) disposal."  
       You should take this order of preference into account when preparing any waste minimisation plan under sub-paragraph 3.7(a)(vi).
    3. You must not:
       1. allow any run-off from roofs, roadways or loading areas to enter our sewer, except as allowed by Schedule 4; or
       2. store raw materials containing corrosive, toxic, flammable or explosive materials in any area draining into our sewer; or
       3. discharge spent process solutions containing corrosive, toxic or flammable materials to our sewer, except as allowed by this Agreement.

## Indemnify us

* + 1. You must indemnify us against:
       1. all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
       2. against all proceedings, prosecutions or demands brought or made against us by anyone,

whether directly or indirectly as a result of you failing to perform any of your obligations under this Agreement, except to the extent that your failure has been caused by our negligence.

* + 1. You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of us:
       1. asking you to cease discharging under sub-clause 3.4; or
       2. amending this Agreement under sub-clause 4.1; or
       3. restricting or stopping services under sub-clause 4.2
       4. terminating this Agreement under sub-clause 5.1.
    2. You must pay us any costs we reasonably incur in:
       1. making good any damage to our sewer directly or indirectly caused by your failure to comply with this Agreement; and
       2. inspecting our sewer to see if such damage has been caused,

whether or not the damage is discovered before this Agreement finishes.

You must pay us these costs within 20 days after we bill you for them. You must also pay us interest on any unpaid costs, at the rate from time to time authorised by the ESC.

# OUR RIGHTS

## Amend or vary the Agreement

We may amend or vary the terms of this Agreement, either temporarily or permanently by writing to you. We may do so if we consider that:

* + 1. any change, or proposed change to relevant laws, our regulatory obligations or those of Melbourne Water; or
    2. our agreement with Melbourne Water about treating trade waste,

either allows or requires an amendment or variation to be made.

We may also do so if we consider that, if you continue to discharge trade waste:

* + 1. we might fail to comply with any law relating to health, safety or the environment, or our agreement with Melbourne Water; or
    2. there is or may be a risk of a significant effect on:
       1. the health or safety of anyone; or
       2. any part of the environment; or
       3. any of our works; or
       4. the operation of any sewage treatment plant.

Note: Evolving Government policies about industrial waste management and water recycling make it likely that sewage treatment practices and processes will change from time to time. We need to be able to adjust the Agreement so that we agree to accept only such trade waste as we are allowed to receive and that can be appropriately treated.

If you request us to amend or vary any provision of the Agreement, we may amend or vary the Agreement on such terms and for such period as are set out in the variation letter. Any amendment will take effect when you receive the variation letter.

Apart from the circumstances set out above, the Agreement can only be amended in writing signed by both parties.

## Restrict or stop services

Without affecting any other remedy we may have, we may restrict or stop you from discharging to our sewer whenever:

* + 1. (after giving you 24 hours' written notice) any amount which you must pay us under this Agreement is outstanding beyond the due date; or
    2. we consider that you are in breach of any provision of this Agreement, the *Water Act 1989* or any regulations made under, or in operation pursuant to, that Act.

## Sharing information with others

In carrying out our statutory functions of planning for, providing, managing and operating sewerage systems, and subject to the *Information Privacy Act* 2000, we may share information about the content of this agreement, the results of sampling and monitoring and instances where you fail to comply with this agreement with our officers and contractors, with Melbourne Water, other bodies exercising powers under the *Water Act 1989*, the *Environment Protection Act 1970* and the *Local Government Act 1989* and other government agencies.

We will ask your permission before sharing information which may identify you or your business with any person other than those mentioned above.

# TERMINATING THIS AGREEMENT

## Our rights

* + 1. You and we both acknowledge that regulations made under, or in operation pursuant to, the *Water Act 1989*, give us certain rights to terminate this Agreement. In summary, if we consider that you have not complied with any condition of this Agreement, we may write to you, setting out that condition, why we consider that you have not complied with it and a date by which you must comply. You must comply with any condition we mention by that date.
    2. If we consider that you have not complied by that date, we can write to you terminating the Agreement at midnight on the day you receive our letter.
    3. If you do comply by the specified date, but within the next 90 days we consider that you again have not complied with the same condition, we can also terminate the Agreement.
    4. We may also terminate this Agreement by giving you 90 days' written notice.

## Your rights and obligations

* + 1. You may terminate this Agreement by giving us at least 30 days' written notice.
    2. This Agreement will terminate automatically if you ever cease to occupy the land.
    3. However this Agreement comes to an end, you must then promptly, at your cost:
       1. stop discharging trade waste to our sewer; and
       2. disconnect any equipment used to discharge trade waste to our sewer; and
       3. make good any damage caused to our sewer, when doing either of these things.

If you do not do these things promptly, we may arrange for them to be done and recover our cost from you. You must pay us those costs within 20 days after we bill you for them.

* + 1. Your obligations under sub-clauses 3.6, 3.8 and 5.2 survive the termination of this Agreement.

# ASSIGNING YOUR RIGHTS AND OBLIGATIONS

If you propose not to occupy the land, we may allow you to assign your rights and obligations to a successor, for a limited period of up to 90 days, if:

* + 1. we consider that your proposed successor is respectable, solvent and capable of performing your obligations under this Agreement; and
    2. you and your successor execute an assignment in a form acceptable to us, which requires your successor to perform all of your obligations under this Agreement; and
    3. your successor promises us to apply for a new trade waste agreement with respect to the land, within that limited period.

# NOTICES

* + 1. Despite sections 304 and 305 of the *Water Act 1989* any written notice to be given by one party to another under this Agreement must be addressed to the other party and either:
       1. delivered; or
       2. sent by priority post, facsimile or e-mail,

to that party's address. If a party shows that a notice sent by facsimile or email has been accurately and validly sent, the other party is deemed to have received the notice at the time it was sent, unless the other party can show that the notice was not received.

* + 1. Any notice takes effect from the time it is received, unless a later time is specified in it.
    2. A written notice may also be served in accordance with the provisions of section 304 or 305 of the *Water Act* 1989.
    3. The addresses of the parties are respectively as set out, or such other address as a party may notify the other, from time to time:

Yarra Valley Water Yarra Valley Water Corporation

Lucknow Street  
Mitcham Vic 3132

Postal Address Private Bag 1  
Mitcham Vic 3132

Facsimile: 9872 1264

Telephone: 1300 304 688 (BH)

132 762 (AH)

Email: [tradewaste@yvw.com.au](mailto:tradewaste@yvw.com.au)

**Company Name Company Name**

Address: «TableStart:tblTradewasteLocation»  
c/o-«LC\_RegOfficeName»  
«LC\_UnitDescription» «LC\_UnitNumber», Lv. «LC\_FloorLevelNumber» «LC\_HouseNumber» «LC\_Street»«LC\_POBox»

«LC\_Suburb» «LC\_State» «LC\_PostCode»

«LC\_Country»«TableEnd:tblTradewasteLocation»

Attention: «TableStart:tblPrimContact»«CTTI\_Name» «CON\_GivenName» «CON\_SurName»

«CON\_Position»

Facsimile No: «CON\_Facsimile»

Working hours telephone: «CON\_BusinessPhone»

After hours telephone: «CON\_AfterHourPhone»«TableEnd:tblPrimContact»

# CUSTOMER SERVICE CODE AND CHARTER

* + 1. Please refer to YVW’s Business Customer Charter and Trade Waste Customer Charter on Yarra Valley Water’s website ([www.yvw.com.au](http://www.yvw.com.au)) for customer service matters not dealt with by this Agreement.
    2. Note that the ESC Trade Waste Customer Service Code sets out the obligations on Water Corporations with regard to customer service specific to the management of trade waste services. Water Corporations must also comply with the ESC Customer Service Code Metropolitan Retail and Regional Water Businesses. Both of these codes can be found on the ESC’s website (http://www.esc.vic.gov.au)
    3. As this Agreement is a "separate written agreement" referred to in the Customer Service Code, the following provisions of the Code do not apply:

Clause 4 – Billing

Clause 5 – Payment

Clause 6 – Collection

Clause 7 – Actions for non-payment

# DISPUTE RESOLUTION

YVW’s dispute resolution process is set out in our Trade Waste Customer Charter which can be found on our website.

# WAIVER

We or you can only waive any of our respective powers or rights under this Agreement expressly and in writing.

# INTERPRETATION

* 1. In this Agreement, unless the context otherwise requires:
     1. a reference to any legislation includes any subordinate legislation and its consolidations, amendments, re-enactments or replacements;
     2. a reference to a document is to that document as amended or replaced from time to time;
     3. the singular includes the plural and vice versa;
     4. a reference to a clause, sub-clause, paragraph, sub-paragraph or schedule is to a clause, sub-clause, paragraph or sub-paragraph of, or schedule to, this Agreement;
     5. a schedule forms part of this Agreement;
     6. where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
     7. words and phrases have the same meaning as in the *Water Act 1989* and any regulations made under, or in operation pursuant to, that Act.
  2. This Agreement supersedes and replaces all other agreements, whether express or implied or oral or written representations between the parties with respect to the discharge of trade waste by you from the land into our sewer.
  3. Nothing in this Agreement detracts in any way from any power conferred on us by the *Water Act 1989* or any regulations made under, or in operation pursuant to, that Act.

EXECUTED as an Agreement

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of **YARRA VALLEY WATER LIMITED** by its duly authorised representative in the presence of: |  |  |
|  |  |  |
|  |  |  |
| Witness |  | Name |
|  |  |  |
| Name (printed): |  | Name (printed): |
| Date |  | Date |

Choose whichever of the following execution clauses is appropriate to the circumstances:

|  |  |  |
| --- | --- | --- |
| **THE COMMON SEAL** of **[*Company Name*]** was affixed in the presence of, and the sealing is attested by: |  |  |
| Secretary |  | Director |
|  |  |  |
| Name (printed) |  | Name (printed) |
| Date |  | Date |

|  |  |  |
| --- | --- | --- |
| SIGNED SEALED AND DELIVERED by the said  in the presence of: |  |  |
| Witness |  | Name |
|  |  |  |
| Name (printed) |  | Name (printed) |
| Date |  | Date |

|  |  |  |
| --- | --- | --- |
| **EXECUTED** for and on behalf of **[Company Name]** in the presence of: |  |  |
| Witness |  | Name |
|  |  |  |
| Name (printed) |  | Name (printed) |
| Date |  | Date |

# SCHEDULE 1 – ACCEPTANCE CRITERIA

In this Schedule, Authorised Person means any person authorised by us either generally, or for the particular purposes of this Agreement.

1. **PHYSICAL CHARACTERISTICS**
   1. **Temperature**

You must not discharge trade waste with a temperature greater than 38° C.

* 1. **Solids**
     1. You must not discharge trade waste containing Gross Solids, Suspended Solids or Total Dissolved Solids except in accordance with this paragraph.
     2. Gross solids contained in trade waste must:
        1. be able to pass through a bar screen with 13 mm spaces between bars; and
        2. have a quiescent settling velocity of not more than 3m/hour.
     3. Where the total mass load of Suspended Solids exceeds 1,000 kg/day, the concentration of Suspended Solids must not exceed 10,000 mg/litre.
     4. The total mass load of Total Dissolved Solids must not exceed 200 kg/day.
     5. You must not discharge waste containing fibrous material which, in the opinion of the Authorised Person, is likely to cause obstructions in a drain or sewer.
  2. **Oils fats and grease**
     1. You must not discharge trade waste containing any free or floating layer of oil, fat or grease.
     2. You may discharge trade waste containing emulsified oil, fat or grease which, in the opinion of the Authorised Person, is biodegradable, if the emulsion is stable:
        1. at a temperature of 15° C; and
        2. when it is in contact with raw sewage and the resulting mixture has a pH no less than 4.5 and no greater than 10.0.
     3. You must not discharge trade waste containing emulsified oil, fat or grease which, in the opinion of the Authorised Person, is not biodegradable, if it contains more than 1,000 mg/litre of material recovered by a solvent prescribed by the Authorised Person as extractable matter when the emulsion:
        1. is stable at a temperature of 15° C; and
        2. is in contact with raw sewage and the resulting mixture has a pH no less than 4.5 and no greater than 10.0.
     4. You must not discharge trade waste containing emulsified oil, fat or grease if it contains more than 200 mg/litre of material recovered by a solvent prescribed by the Authorised Person as extractable matter when the emulsion:
        1. is unstable at a temperature of 15° C; and
        2. is in contact with raw sewage and the resulting mixture has a pH no less than 4.5 and no greater than 10.0.
  3. **Organic Liquids**
     1. You must not discharge trade waste containing any free or floating layer of organic liquid.
     2. You must not discharge any trade waste which, in the opinion of the Authorised Person, may be:
        1. flammable; or
        2. toxic or otherwise harmful or damaging to any person, drain, the sewerage system, any sewage treatment process, or any element of the environment which receives effluent after it has been treated.
     3. The Authorised Person may, in writing, authorise you to undertake an act which would otherwise contravene sub-paragraph (b).
  4. **Latex Emulsions**
     1. In this clause:

“biodegradable” in relation to trade waste means that, in the opinion of the Authorised Person, the Total Organic Carbon content of the trade waste would decrease by at least 90% when submitted to the sewage treatment process employed by Melbourne Water for that waste;

“latex emulsion” includes an emulsion containing paint, adhesive, rubber, plastic or similar materials;

“stable latex emulsion” means a latex emulsion in which the solids deposited in a filter do not increase by more than 200 mg/litre when the emulsion:

* + - 1. is at 15° C; and
      2. is in contact with raw sewage and the resulting mixture has a pH no less than 4.5 and no greater than 10.0.
    1. You may discharge trade waste containing a biodegradable stable latex emulsion.
    2. You must not discharge trade waste containing a stable latex emulsion which is not biodegradable at a concentration greater than 1,000 mg/litre of total solids.
    3. You must not discharge trade waste containing an unstable latex emulsion.
  1. **Radioactive waste**

You must only discharge trade waste which complies in all respects with the Health (Radiation Safety) Regulations 1984.

* 1. **Colour**

You must not discharge trade waste containing Colour greater than 9 Adams-Nickerson (42) units, determined from the most pronounced Colour obtained from a sample adjusted to a pH of not less than 7.0 and no greater than 8.0 following biological treatment by an activated sludge process.

1. **CHEMICAL CHARACTERISTICS**
   1. **pH Value**

You must not discharge trade waste with a pH value less than 6.0 or greater than 10.0.

* 1. **Organic Concentration**

You must not discharge trade waste with a total mass load of 5-day Biochemical Oxygen Demand in excess of 1,000 kg/day, unless its concentration is no greater than 4,000 mg/litre.

* 1. **Nitrogen**

You must not discharge trade waste with a concentration of:

* + 1. Total Kjeldahl Nitrogen greater than 500mg/litre ; or
    2. Ammonia, plus ammoniacal ion (expressed as N) greater than:
       1. 50 mg/litre, except as provided by this paragraph.
       2. 200 mg/litre, where –
          1. The trade waste discharged can only be received by Melbourne Water’s Western Treatment Plant;
          2. A risk assessment has been conducted;
          3. The occupier can comply with a restricted pH range of 6.0 to 8.0 and
          4. The occupier has demonstrated to the Authorised Person, that commonly available waste minimisation technology has been applied to the best extent practicable.
  1. **Sulphur Substances**
     1. **Oxidised Sulphur**
        1. For the purposes of this paragraph, “**Oxidised Sulphur**” means the chemical substances expressed as S and known as Sulphates, Sulphites and Thiosulphates.
        2. You must not discharge trade waste containing Oxidised Sulphur with a concentration of 100 mg/litre or more, except as provided in this clause.
        3. You must treat any trade waste with a concentration of Oxidised Sulphur greater than 600 mg/litre, before it is discharged.
        4. Where trade waste prior to discharge would have a total concentration of Oxidised Sulphur of not less than 100 mg/litre and not more than 600 mg/litre, you must treat any stream of waste contributing to the discharge which has a concentration of Oxidised Sulphur greater than 600 mg/litre.
        5. You must use the best available technology, as determined by the Authorised Person, to treat any trade waste under sub-paragraph (iii) or (iv).
     2. You must not discharge trade waste containing Sulphide in a concentration greater than 1 mg/litre.
  2. **Metals**
     1. You must not discharge any element listed in Column 1 of Table A, except in accordance with this clause.
     2. Where the daily mass load of any element discharged is between the lower limit specified in Column 2 and the upper limit specified in Column 3 for that element, trade waste must not exceed the concentration specified in Column 4.
     3. Where the daily mass load of any element discharged is either lower than the limit specified in Column 2 or greater than the limit specified in Column 3, the Authorised Person must determine the maximum concentration of that element which you may discharge.
     4. Where no entry is made in Column 2 and 3 for any element, trade waste must not exceed the concentration for that element specified in Column 4.

TABLE A

|  |  |  |  |
| --- | --- | --- | --- |
| Column 1  Element | Column 2  grams/day | Column 3  grams/day | Column 4  Milligrams per litre |
| Arsenic |  |  | 1 |
| Boron as B |  |  | 25 |
| Barium |  |  | 150 |
| Beryllium |  |  | 30 |
| Cadmium | 0.4 | 20 | 2 |
| Chromium | 100 | 5,000 | 10 |
| Cobalt |  |  | 10 |
| Copper | 100 | 5,000 | 10 |
| Iron | 2,000 | 100,000 | 100 |
| Lead | 100 | 5,000 | 10 |
| Manganese |  |  | 10 |
| Mercury | 0.2 | 10 | 1 |
| Molybdenum |  |  | 10 |
| Nickel | 10 | 500 | 10 |
| Selenium |  |  | 10 |
| Silver[[1]](#footnote-1) | 0.2 | 50 | 5 |
| Thallium |  |  | 20 |
| Tin |  |  | 10 |
| Uranium (238) |  |  | 30 |
| Zinc | 200 | 15 000 | 10 |

* 1. **Halogens and Halides**

You must not discharge trade waste containing a substance listed in Table B with a concentration greater than is listed for that substance.

TABLE B

|  |  |
| --- | --- |
| Substance | Maximum Allowable Concentration Milligrams per litre |
| Bromine (expressed as Br2) | 5 |
| Chlorine (expressed as Cl2) | 5 |
| Fluoride | 30 |
| Iodine (expressed I2)in | 5 |

* 1. **Cyanide**

You must not discharge trade waste containing a cyanide concentration greater than 10 mg/litre.

* 1. **Inhibitory Chemicals**
     1. You must not discharge any trade waste which, when diluted to a 5% solution with sewage, would inhibit the microbiological sewage treatment process applicable to that trade waste by more than 20%.
     2. The Authorised Person must determine the microbiological sewage treatment process referred to in sub-paragraph (a).
  2. **Organic Acids**

You must not discharge trade waste containing total phenoxyacetic acids and chemical derivatives (expressed as phenoxyacetic acid) at a concentration greater than 1,000 mg/litre.

* 1. **Phenolic Substances**

You must not discharge trade waste containing a substance listed in Table C with a concentration greater than is listed for that substance.

TABLE C

|  |  |
| --- | --- |
| Substance | Maximum Allowable Concentration Milligrams per litre |
| Sum of phenol, monochlorophenol, dichlorophenol and their isomers | 300 |
| Trichlorophenol | 50 |
| Tetrachlorophenols | 5 |
| Pentachlorophenol | 5 |

* 1. **Aldehydes and Ketones**

You must not discharge trade waste containing a substance listed in Table D with a concentration greater than is listed for that substance.

TABLE D

|  |  |
| --- | --- |
| Substance | Maximum Allowable Concentration Milligrams per litre |
| Acetone | 50 |
| Acrolein | 0.1 |
| Formaldehyde (expressed as HCHO) | 200 |

* 1. **Nitriles**

You must not discharge trade waste containing acrylonitrile at a concentration greater than 1.0 mg/litre.

* 1. **Mononuclear Aromatic Hydrocarbon**

You must not discharge trade waste containing a mononuclear aromatic hydrocarbon listed in Table E in a concentration greater than is listed for that substance.

TABLE E

| Substance | Maximum Allowable Concentration Milligrams per litre |
| --- | --- |
| Benzene | 1.0 |
| Cumene | 3.0 |
| 2, 4 Dinitrotoluene | 10.0 |
| 2, 6 Dinitrotoluene | 10.0 |
| Ethylbenzene | 2.0 |
| Nitrotoluene | 5.0 |
| Styrene | 2.0 |
| Toluene | 2.0 |
| Total Xylenes | 2.0 |

* 1. **Halogenated Aliphatic Hydrocarbons**

You must not discharge trade waste containing an halogenated aliphatic hydrocarbon listed in Table F in a concentration greater than is listed for that substance.

TABLE F

|  |  |
| --- | --- |
| Substance | Maximum Allowable Concentration Milligrams per litre except as otherwise indicated |
| 1,1 Dichloroethane | 5.0 |
| 1,2 Dichlorethane | 5.0 |
| 1,1,1 Trichloroethane | 3.0 |
| 1,1,2 Trichloroethane | 3.0 |
| 1,1,2,2 Tetrachloroethane | 2.0 |
| Hexachloroethane | 1.0 |
| Chloroethene (Vinyl Chloride Monomer) | 0.5 |
| 1,2 Dichloroethylene | 5.0 |
| Trichloroethylene | 1.0 |
| Tetrachloroethylene | 1.0 |
| Carbon Tetrachloride | 1.0 |
| Methylene Chloride | 5.0 |
| Methyl Chloride | 1.0 ug/L |
| Methyl Bromide | 1.0 ug/L |
| Trichloromethane (Chloroform) | 1.0 |
| Bromodichloromethane | 1.0 |
| Trichlorofluoromethane | 1.0 |
| Dichlorodifluoromethane | 1.0 |
| Chlorodibromomethane | 5.0 |
| 1, 1 Dichloropropane | 5.0 |
| 1, 2 Dichloropropane | 5.0 |
| 1, 3 Dichloropropane | 1.0 ug/L |
| Hexachlorobutadiene | 1.0 ug/L |

* 1. **Aliphatic Hydrocarbons**

You must not discharge trade waste containing aliphatic hydrocarbons C5 to C9 at a concentration greater than 1.0 mg/litre.

* 1. **Esters**

You must not discharge trade waste containing a substance listed in Table G in a concentration greater than is listed for that substance.

TABLE G

|  |  |
| --- | --- |
| Substance | Maximum Allowable Concentration Milligrams per litre |
| Ethyl Acrylate | 1.5 |
| Methyl Methacrylate | 30.0 |

* 1. **Ethers**

You must not discharge trade waste containing diethylene glycol monobutyl ether (butyl carbitol) in a concentration greater than 2,000 mg/litre.

* 1. **Other Organics**

You must not discharge trade waste containing a substance listed in Table H with a concentration greater than is listed for that substance.

TABLE H

|  |  |
| --- | --- |
| Substance | Maximum Allowable Concentration Milligrams per litre |
| Glyphosate | 10 |
| Trifluralin | 10 |
| Epichlorohydrin | 0.3 |

* 1. **Persistent Organochlorine Pesticides**
     1. You must not discharge trade waste containing persistent organochlorine pesticides, except in accordance with this clause.
     2. You must not discharge trade waste containing pesticides listed in Table I in a concentration greater than is listed for that pesticide.

TABLE I

|  |  |
| --- | --- |
| Pesticide | Maximum Allowable Concentration Milligrams per litre |
| Aldrin | 0.001 |
| Chlordane | 0.006 |
| DDT | 0.003 |
| Dieldrin | 0.001 |
| Heptachlor | 0.003 |
| Lindane | 0.100 |

* 1. **Halogenated Aromatic Hydrocarbons**
     1. You must not discharge trade waste containing halogenated aromatic hydrocarbons, except in accordance with this clause.
     2. You must not discharge trade waste containing a substance listed in Table J in a concentration greater than is listed for that substance.

TABLE J

|  |  |
| --- | --- |
| Substance | Maximum Allowable Concentration Milligrams per litre |
| Polychlorinated Biphenyls (PCB's) | 0.002 |
| Polybrominated Biphenyls (PBB's) | 0.002 |

* 1. **Chlorodibenzo-p-dioxins and Chlorodibenzo-furans**
     1. You must not discharge any trade waste containing any of the full range of chlorodibenzo-p-dioxin and chlorodibenzo-furan congeners, except in accordance with this clause.
     2. Subject to paragraphs (c), (d) and (e), you must not discharge trade waste containing any of the full range of chlorodibenzo-p-dioxin and chlorodibenzo-furan congeners in a concentration greater than the NATO total toxic equivalent of 40.0 ng/l.
     3. Notwithstanding paragraph (b), the Authorised Person may at any time in writing require you not to discharge trade waste containing any of the full range of chlorodibenzo-p-dioxin and chlorodibenzo-furan congeners in a concentration greater than the NATO total toxic equivalent of 20.0 ng/l.
     4. Subject to paragraph (e), you must not discharge trade waste containing any 2, 3, 7, or 8 tetrachlorodibenzo-p-dioxin congeners in a concentration greater than the NATO total toxic equivalent of 20.0 ng/l.
     5. Notwithstanding paragraph (d), the Authorised Person may at any time require you not to discharge any 2, 3, 7, 8 tetrachlorodibenzo-p-dioxin congeners in a concentration greater than the NATO total toxic equivalent of 5.0 ng/l.

1. **OTHER REQUIREMENTS**
   1. **Head Space Air**

You 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.

* 1. **Other Substances**

You must not discharge trade waste containing any substance not otherwise mentioned in this Schedule:

* + 1. in a concentration greater than 1µg/l; and
    2. where the discharge or release of which to any element of the environment is restricted or prohibited by any legislation applying in Victoria; and
    3. in quantities that in the opinion of the Authorised Person would or are reasonably likely to endanger human life, compromise the safety of any person or of our works, or significantly affect the operation of a sewage treatment plant or any part of the environment.
  1. **Variations**

Any variations from the usual acceptance criteria approved by the ESC and specified above which have been approved by Melbourne Water under the Bulk Sewage Agreement, are detailed below.

* + 1. The Occupier must not discharge trade waste containing a parameter listed in Table K at a level greater than or equal to that which is listed for that parameter.

TABLE K

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Sample Point | Apparatus | Parameter | Start Date | End Date | Lower Limit | Upper Limit | Unit |
| «TableStart:tblAgreementParameterVariatio»«AGSP\_Name» | «AGPV\_APPCodeList» | «AGPV\_PAR\_Name» | «AGPV\_StartDate» | «AGPV\_EndDate» | «AGPV\_ConcentrationLower» | «AGPV\_ConcentrationUpper» | «UT\_Name» «TableEnd:tblAgreementParameterVariationC» |

(b) The occupier must not discharge trade waste containing a parameter listed in Table L in a load greater than is listed for that parameter.

TABLE L

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Sample Point | Apparatus | Parameter | Start Date | End Date | Rolling Average kg/day | Max kg/day | Rolling Average period |
| «TableStart:tblAgreementParameterVariatio»«AGSP\_Name» | «AGPV\_APPCodeList» | «AGPV\_PAR\_Name» | «AGPV\_StartDate» | «AGPV\_EndDate» | «AGPV\_AverageLoad» | «AGPV\_MaxLoad» | «AGPV\_RollingAverageFrequency» «FU\_Name»«TableEnd:tblAgreementParameterVariationL» |

# SCHEDULE 2 – SAMPLING AND MONITORING

For the duration of this Agreement, you must undertake the sampling, analysis and monitoring program set out in this Schedule.

1. **Sampling Points**

The sampling points for this Schedule are:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sample Point Name | Sample Point Code |  | Apparatus Name | Apparatus Code |
| «TableStart:tblAgreementApparatusSamplePo»«AGSP\_Description» | «AGSP\_Name» | “Serving” | «ApparatusDescriptionList» | «ApparatusNameList»«TableEnd:tblAgreementApparatusSamplePoin» |

1. **Sampling program**
   1. **Snap Sampling Program**

You must take a snap sample(s) of the trade waste discharged, whilst a discharge is taking place to sewer, in order to determine and record the value(s) of the parameters listed in the table below.

You are required to:

* + 1. record the time and date when the sample is taken; and
    2. record the rate of discharge of trade waste at the time the sample is taken; and
    3. determine and record the levels and concentrations of the relevant parameters in the sample.

<Snap Sample Table>

* 1. **Composite Sampling Program**

You must take a flow proportional composite sample over a 24 hour period of trade waste discharged, whilst a discharge is taking place to sewer, in order to determine and record the value(s) of the parameters listed in the table below.

You are required to:

* + 1. record the time and date when the sample is taken; and
    2. record the registration of the [flow meter(s) / water meter(s)] at the commencement and end of each day’s sampling; and
    3. determine and record the levels and concentrations of the relevant parameters in the sample.

<Comp Sample Table>

*[If required, also insert the following]*

1. **Monitoring**

[Insert any special conditions required about monitoring]

* 1. The Organic scan required by this clause must be general, but must target the following specific families:
  2. The Metal scan required by this clause must target the following metals, measured in milligrams per litre::

|  |  |  |  |
| --- | --- | --- | --- |
| Chromium | Copper | Iron | Nickel |
| Zinc | Lead | Cadmium | Arsenic |
| Mercury | Antimony | Selenium | Tin |
| Boron | Barium | Beryllium | Cobalt |
| Magnesium | Molybdenum | Manganese | Aluminium |
| Calcium | Potassium | Sodium | Thallium |
| Vanadium | Silver | Strontium | Titanium |

* 1. The Gas Chromatography/High Resolution Mass Spectroscopy Scan scan required by this clause must target the following specific families:
     + Full range of chlorodibenzo-p-dioxins congeners, reported to ng/L
     + Full range of chlorodibenzo-furans congeners, reported to ng/L.

1. **Equipment**

You must install and maintain in good working order the following equipment, of a type and number approved by the Authorised Person, to measure and record trade waste discharged to our sewer:

* + 1. one or more flowmeters, as specified in Schedule 4, which:
       1. continuously records the rate of flow of trade waste; and
       2. incorporates a totaliser; and
    2. a final recorder.

A flowmeter or totaliser installed under this clause must be calibrated to record kilolitres, and be incapable of being re-set to zero.

1. **Techniques and Storage**
   1. You must ensure that samples required by clause 2 of this Schedule are taken, analysed and stored in the manner specified in the current edition of our publication “Sampling and Analysis of Trade Wastes”.
   2. Analysis of any trade waste required by this Schedule must only be undertaken by a laboratory:
      1. registered for the relevant parameters by the National Association of Testing Authorities; or
      2. approved in writing by the Authorised Person.
   3. You must :
      1. arrange for re-calibration of the measuring equipment and instrumentation referred to in clause 3 of this Schedule, at least once every year, by an accredited company; and
      2. promptly give the Authorised Person a copy of each certificate of recalibration.
2. **Reporting**
   1. You must:
      1. ensure that each meter referred to in sub-clause 3.1 of this Schedule is read on the 15th day of every calendar month, or, if it is not a working day, then on the nearest working day; and
      2. record every such reading; and
      3. send a copy of that record to the Authorised Person within 24 hours after the meter is read.
   2. You must also promptly send to the Authorised Person:
      1. a copy of every record required to be made under the sampling program referred to in clause 2 of this Schedule; and
      2. the results of any scan or analysis of a sample taken under the sampling program.
   3. If we ask, you must also allow us to inspect and make copies of every record or the results of any scan or analysis required to be kept or made under this Schedule.

# SCHEDULE 3 – CHARGES

1. **Charges**

##### You must pay us such trade waste charges as are from time to time authorised by the Essential Services Commission and calculated by us in accordance with this Schedule.

1. **Assessment values**

##### We will determine the assessment values of parameters for calculating charges, from time to time, in the light of the quality of characteristics or components and the volume of trade waste you discharge. We will do this on the basis of the information you provide under clause 5 of Schedule 2.

##### If you do not provide us with any of that information, we may determine assessment values for trade waste you discharge either by reference to:

* + 1. recent assessment values determined under this Agreement; or
    2. what we consider to be assessment values commonly applying in your industry.

##### We will notify you in writing of the assessment values we determine.

1. **Re-assessment of assessment values**

##### At any time during this Agreement, you may:

* + 1. ask us in writing to review any assessment value; and
    2. propose a program of sampling and analysis for that purpose; and
    3. undertake such program of sampling and analysis as we may approve; and
    4. submit the results of the program to us.

If we conclude from the results you submit, or any inspections we make, or any other information available to us, that there has been a relevant change to trade waste you discharge, we must make a corresponding adjustment to the assessment values determined under clause 2 of this Schedule.

1. **Calculating charges**

We must calculate charges payable under this Agreement in accordance with the assessment values determined from time to time under this Schedule.

# SCHEDULE 4 - TREATMENT FACILITIES

You must for the duration of this Agreement, operate and maintain in good working order, to our satisfaction, the following treatment facilities.

|  |  |  |
| --- | --- | --- |
| Description of Waste | Description of Treatment Process | Apparatus To Be in Accordance With The Following |
| «TableStart:tblAgreementTreatmentFacility»«ATF\_TreatmentWaste» | «ATF\_TreatmentProcess» | «ATF\_TreatmentApparatus»«TableEnd:tblAgreementTreatmentFacility» |

# *If treatment apparatus includes a grease interceptor, include the following statement:*

# Note that a grease interceptor must be pumped out with frequency not exceeding 3 months. Proof of maintenance (eg. pump out docket) must be provided upon our request.

# *If treatment apparatus includes a grease recovery unit, include the following statement:*

# Note that a grease recovery unit require scheduled maintenance to be performed in accordance with manufacturer’s specifications or minimum every 6 months. Proof of maintenance (eg. maintenance record/docket) must be provided upon our request.

# SCHEDULE 5 – SPECIAL CONDITIONS

This Schedule sets out any special conditions imposed on the proposed trade waste discharge.

Draft any special conditions in the active voice and in a way that is compatible with the conditions set out in the main part of the Agreement. For example start each clause with "You must…", "You must not…" or "You may…".

*Insert the following for service stations or fuel storage areas or fuel filling area:*

1. You must ensure that no fuel, oil or other similar substance on, or handled on, the land enters our sewer. In particular, you must prevent any such substance entering our sewer through spillage arising from:
   * + 1. vehicles colliding with bowsers; or
       2. over-filling vehicles; or
       3. vehicles moving when re-filling; or
       4. filling underground storage tanks; or
       5. the deliberate discharge of any such substance onto the land.

# SCHEDULE 6 – LOCKED BATCH DISCHARGES

1. You must not discharge trade waste from the land, except in accordance with this Schedule.
2. In this Schedule:

**essential sample** means a sample referred to in clause 6 of this Schedule;

**historical sample** means a sample referred to in clause 7 of this Schedule;

**discharge tank** means *[Insert description]* installed on the land, from which treated trade waste may be discharged;

**batch** means treated trade waste held within a discharge tank, which you have identified as ready to be discharged to our sewer; and

**approved laboratory** means a laboratory approved by us.

1. **Storing Trade Waste**
   1. You must:
      1. treat all trade waste you produce or receive on the land; and
      2. store all treated trade waste in a discharge tank with a discharge outlet valve which we have closed and locked; and
      3. ensure that all treated trade waste stored in a discharge tank is homogenous and does not become anaerobic; and
      4. ensure that no trade waste is placed in a discharge tank before the discharge outlet valve has been closed and locked by us; and
      5. ensure that trade waste is only discharged from a discharge tank to our sewer in accordance with this Schedule .
   2. If at any time we consider that you have failed to comply with paragraph 3.1(d) or 3.1(e) of this Schedule, we will give you notice to terminate this Agreement under sub-clause 5.1 of this Agreement.
2. **Preparing to Discharge Trade Waste**
   1. Before you ask us to attend the land to arrange for you to discharge any batch, you must be satisfied that all treated trade waste held within a discharge tank conforms to the requirements of Schedule 1.
   2. You must give us at least 48 hours notice to attend the land, in order to arrange for you to discharge any batch.
   3. Before any trade waste held in a discharge tank is discharged to our sewer, you must allow us to:
      1. lock the inlet valve of each discharge tank; and
      2. check that the outlet valve of each discharge tank is locked; and
      3. check each discharge tank to ensure that it is under aeration and that the treated trade waste in the tank is homogenous (except where a discharge tank has a facility to draw off sludge, which is used after each batch is discharged); and
      4. take an essential sample of trade waste in each discharge tank.
   4. After we receive the laboratory analysis of an essential sample, we will notify you:
      1. of the concentrations of the parameters tested in the essential sample; and
      2. whether the essential sample conforms to the requirements of Schedule 1.
   5. If we notify you that an essential sample does not conform to the requirements of Schedule 1:
      1. we will unlock the inlet valve of each discharge tank; and
      2. you must either:
         1. re-treat the relevant trade waste until you are satisfied that it conforms with Schedule 1, when you may again ask us to attend the land under sub‑clause 4.1; or
         2. dispose of the trade waste by means other than discharging it to our sewer.
3. **Discharging Trade Waste to Sewer**
   1. If we notify you that an essential sample does conform to the requirements of Schedule 1 we will:
      1. check that the inlet and outlet valve of each discharge tank is closed and locked; and
      2. check that the contents still comply with paragraph 4.3(c); and
      3. take an historical sample from each discharge tank; and
      4. field test each historical sample for pH and temperature; and
      5. if we are satisfied that the pH and temperature of an historical sample complies with Schedule 1, unlock the outlet valve of the relevant discharge tank.
   2. You may discharge trade waste from a discharge tank to our sewer only after we unlock the relevant outlet valve under paragraph 5.1(e).
   3. After you have discharged trade waste under sub-clause 5.2, you must arrange for us to:
      1. lock the outlet valve; and
      2. unlock the inlet valve,

of each discharge tank from which trade waste has been discharged to our sewer.

1. **Essential Sample**
   1. We will take a grab sample of treated trade waste from the sampling valve of each discharge tank that you have identified as ready to discharge to our sewer.
   2. We will give you each sealed and secured essential sample which we take.
   3. You must ensure that the essential sample:
      1. is delivered to an approved laboratory for analysis within 3 hours after we take the sample; and
      2. is kept at a temperature of 4º C while it is in your custody; and
      3. is analysed by the approved laboratory, at your cost, for the following components and characteristics:
         1. pH;
         2. inhibition;
         3. ammonia;
         4. sulphide;
         5. total oxidised sulphur;
         6. cyanide; and
         7. such other components and characteristics as we may determine.
   4. The approved laboratory must ensure that each essential sample is analysed and the results given to us within 36 hours after the sample is received by the laboratory.
2. **Historical Sample**
   1. We will take a grab sample of treated trade waste from the sampling valve of each discharge tank that:
      1. you have identified as ready to discharge to our sewer; and
      2. has been determined to conform to Schedule 1, by analysis of an essential sample.
   2. We will give you each sealed and secured historical sample which we take.
   3. You must ensure that the historical sample:
      1. is delivered to an approved laboratory for analysis by the end of the next working day after we have taken the sample; and
      2. is kept at a temperature of 4º C, while it is in your custody; and
      3. is analysed by the approved laboratory, at your cost, for the following components and characteristics:
         1. 5 day biochemical oxygen demand;
         2. suspended solids;
         3. total nitrogen;
         4. total dissolved solids;
         5. chromium;
         6. copper;
         7. nickel;
         8. zinc;
         9. iron;
         10. silver;
         11. cadmium;
         12. sum of phenol, monochlorophenol, dichlorophenol and their isomers;
         13. trichlorophenol;
         14. tetrachlorophenol;
         15. pentachlorophenol;
         16. oil and grease;
         17. oil and grease stability; and
         18. such other components and characteristics as we may determine.
   4. The approved laboratory must ensure that each historical sample is analysed and the results given to us within 10 days after the sample is received by the laboratory.
   5. We will notify you of the results of the analysis of any historical sample.
   6. If we notify you that a component or characteristic of an historical sample does not conform to the requirements of Schedule 1, you must, within the next 7 days, write to us explaining both:
      1. what caused the characteristic or component not to comply; and
      2. how you propose to prevent this recurring.
   7. If a characteristic or component of an historical sample does not conform to the requirements of Schedule 1, pursuant to sub-paragraph 6.3(c)(vii) of this Schedule that characteristic or component must be analysed as part of each essential sample subsequently taken under sub-clause 6.1 of this Schedule, until we notify you that, for 3 consecutive essential samples, analysis of that characteristic or component has complied with Schedule 1.
3. **Frequency of Discharge**

You must not ask for more than one batch to be discharged in any week.

**Trade Waste Plumbing Requirements**

This document sets out the plumbing requirements to discharge trade waste to the Yarra Valley Water sewer.

**The Occupier is solely responsible for ensuring that the plumbing used to discharge trade waste to sewer complies with all relevant:**

* **Australian Standards**
* **Plumbing Codes**
* **Yarra Valley Water Requirements.**

**To apply for authorisation to connect plumbing used to discharge trade waste to sewer, a YVW easyACCESS Single Residential/Multi-Unit Residential, Industrial and Commercial Application form must be submitted.**

**1. PRELIMINARY**

1.1 Before an Occupier is permitted to discharge any trade waste to a Yarra Valley Water’s sewer, the Occupier must:

(a) have entered into a current trade waste agreement or have obtained a current trade waste consent; and

(b) ensure that all of the following requirements have been met.

1.2 The following requirements refer to and include:

(a) the attached trade waste plan (the “plan”); and

(b) any attached drawings of trade waste treatment apparatus (the “drawings”).

1.3 If there is any conflict between:

(a) the plan or the drawings; and

1. any other condition of these requirements –

the plan or the drawings prevail.

**2. GENERAL CONDITIONS**

2.1 All treatment apparatus must be of the size and construction set out in the attached plan and any drawings.

2.2 Treatment apparatus must be installed in a position which is easily accessible by Yarra Valley Water’s representatives.

2.3 Treatment apparatus and any testing sump must be connected to the property service drain with either a fixture trap or a disconnector gully.

2.4 Any disconnector gully designated in the plan as a sampling point must be fitted either with:

(a) an appropriate loose-fitting grate; or

1. a screwed cap.

If a screwed cap is fitted, the disconnector gully must be ventilated.

All disconnector gullies and fixture traps serving the outlets of grease interceptors must be sealed with a removable airtight seal (i.e. screwed cap) and vented in accordance with the relevant plumbing regulations.

2.5 Any water supply to a trade waste fixture or treatment apparatus must be connected in a way which prevents backflow and cross connection.

2.6 Any appliance from which trade waste is discharged must either:

(a) comply with the relevant Australian Standards; or

(b) be approved by Yarra Valley Water.

2.7 Except as otherwise stated, UPVC pipes and fittings may be used to convey or receive trade waste.

2.8 SBR rubber rings must not be installed in any drains conveying trade waste.

2.9 Except as provided in clause 11, no surface water or run-off from roofs must be allowed to flow into a sewer.

**3. PHOTOGRAPHIC WASTE**

3.1 Copper plumbing must not be used to convey photographic trade waste anywhere on the land.

3.2 Except where the relevant trade waste agreement or consent expressly provides to the contrary, all spent fixer or developer solutions:

(a) must not be connected either to a mixing tank or directly to a sewer; and

(b) must be conveyed to and held in storage tanks, pending off-site disposal.

**4. PETROLEUM AND SOLVENT-BASED WASTE**

4.1 UPVC pipes, vents or fittings must not be used to convey petroleum or solvent based waste to any treatment apparatus.

4.2 Airtight covers and vents must be fitted to:

(a) every solvent and oil interceptor; and

(b) any petrol and oil interceptor on land where petrol may be spilt.

4.3 Every solvent and oil interceptor with either a 50 millimetre or 65 millimetre outlet must be fitted with a fixture trap:

(a) installed within 600 millimetres of that interceptor; and

(b) fitted with a puff vent.

**5. ACIDIC WASTE**

Cast iron, copper, brass or any other material which acid may corrode must not be used in:

(a) any treatment apparatus; or

(b) any plumbing or fixtures installed before that apparatus

which may come in contact with acidic waste.

**6. AUTOMATIC CAR WASH WASTE**

6.1 A sewerage reflux valve acceptable to Yarra Valley Water must be fitted between any treatment apparatus and the disconnector gully and be accessible for maintenance purposes.

* 1. At least 50% of all water used in an automatic car wash must be re-circulated.

**7. BOILER WASTE**

7.1 Every boiler must be fitted with a blowdown vessel which:

(a) has a capacity of at least twice the maximum daily blowdown volume of the boiler; and

(b) is fitted with an inverted bend outlet; and

(c) is connected to either a testing sump or disconnector gully, as required by the plan or drawings.

7.2 UPVC must not be used to construct waste pipes, drains, or vents between a boiler and a blowdown vessel.

**Note that the Occupier must also ensure that all blowdown equipment complies with Work Safe Victoria requirements.**

**8. LAUNDROMAT WASTE**

8.1 Commercial washing machines must be connected to a 100 millimetre inclined waste pipe which is fitted with a 32 millimetre puff vent that:

(a) terminates outside the machine bulk head; and

(b) is above the spill level of the machine.

**9. HIGH TEMPERATURE WASTE**

UPVC pipes, vents or fittings must not be used to convey waste to any treatment apparatus at a temperature higher than the maximum specified by the manufacturer of those pipes, vents or fittings.

**10. COOLING TOWERS**

10.1 Every cooling tower with a bleed-off pipe must:

(a) be fitted with a control valve; and

(b) discharge over a tundish or other receptacle acceptable to Yarra Valley Water.

10.2 Every cooling tower with a basin outlet must -

(a) be fitted with a drain valve; and either

(b) discharge over a tundish or other receptacle acceptable to Yarra Valley Water; or

(c) discharge by a separate waste pipe to a riser installed between the fixture trap and the tundish.

10.3 Any overflow from a basin outlet must discharge by a separate waste pipe to a tundish.

10.4 Copper or galvanised steel must not be used to connect with, or to convey, any cooling tower waste.

10.5 Waste pipes discharging from a cooling tower to a tundish must be installed in a position which allows the flow to be inspected.

10.6 Bleed-off water from an evaporative cooling tower must not be allowed to run to waste at a rate greater than 1 litre per minute for every 100 kilowatt capacity of the cooling water.

**11. WASTE FROM POLLUTED UNROOFED AREAS**

11.1 The following requirements apply unless contrary requirements are specified in the drawings.

11.2 Any unroofed area not exceeding 20 square metres must:

(a) be paved imperviously; and

(b) be graded to discharge or run-off to a primary treatment apparatus as specified in the plan or drawings; and

(c) thereafter discharged to any secondary treatment apparatus as specified in the plan or drawings.

11.3 (a) Any unroofed area greater than 20 square metres must:

(i) be paved imperiously; and

(ii) be graded to discharge all run-off to a primary treatment apparatus as specified in

the plan or drawings; and

(iii) thereafter discharged to any secondary treatment apparatus as specified in the plan or drawings, or to stormwater (council approval may be required for stormwater discharge).

(b) The outlet from the primary treatment apparatus must be fitted with a two-way valve or pump, interconnected by a flow switch to all hoses, taps or other washing equipment serving that area, which ensures that all run-off from the area:

(i) is only discharged to a sewer after secondary treatment; and

(ii) is discharged to stormwater drains whenever hoses, taps or other washing equipment serving the area is not operating.

11.4 The two-way valve or pump referred in paragraph 11.3(b) must automatically begin to divert all run-off to stormwater drains within 10 minutes of all taps, hoses or other washing equipment to the area being turned off.

For any other method see clause 1.3.

**12. WATER FOR COOLING**

12.1 Water may be used as a coolant provided that:

(a) the rate at which the used water runs to waste, from each unit, shall not exceed 2.5 litres per minute.

(b) any rate in excess of 2.5 litres per minute will require Yarra Valley Water’s approval.

**13. ISOLATION OF DISUSED OR ABOLISHED FIXTURES AND TREATMENT APPARATUS**

Whenever a trade waste fixture or treatment apparatus ceases to be used or is abolished, each property service drain connected to that fixture or apparatus must be cut and sealed.

1. Based on analysis using digestion with aqua regia. [↑](#footnote-ref-1)