



Standard Terms (Complex Agreement – Industrial trade waste)

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these terms and condition and the agreement, unless the context otherwise requires:

"**Act**" means the Water Act 1989 (Vic);

"**GWW Representative**" means the person authorised to perform a designated function or exercise a designated power on behalf of GWW under the agreement, either generally or in a particular case.

"**GWW**" means Greater Western Water Corporation

"**Composite Sample**" means a flow-weighted sample created by compositing a range of samples taken over a designated time period.

"**Customer Charter**" means the GWW Customer Charter published on GWW's website.

"**Customer Service Code**" means the Customer Service Code, Urban Water Businesses and published on ESC's website at www.esc.vic.gov.au/water

"**Discharge Acceptance Point**" means the physical point at which GWW deems trade waste discharged from the land to enter GWW's sewer.

"**ESC**" means the Essential Services Commission.

"**Grab Sample**" means an instantaneous sample of trade waste.

"**Regulations**" means the Water (Trade Waste) Regulations 2014 (Vic);

"**Sewer**" means a sewer or drain vested in, or under the control of, GWW;

"**Trade Waste Customer Charter**" means the GWW Trade Waste Customer Charter as approved by the ESC and published on GWW's website at www.gww.com.au

"**Trade Waste Customer Service Code**" means the Trade Waste Customer Service Code - Victorian Urban Water Businesses and published on ESC's website at www.esc.vic.gov.au/water

1.2 Interpretation

In these terms and condition and the agreement, unless the context otherwise requires:

- (a) a reference to any legislation includes any subordinate legislation and its consolidations, amendments, re-enactments or replacements;
- (b) a reference to a document or a provision of a document is to that document or provision as amended, supplemented, replaced or novated;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, corporation, partnership, joint venture, unincorporated association and public authority;
- (e) a reference to a clause is to a clause of these terms and conditions;
- (f) a reference to a schedule is to a schedule of the agreement;
- (g) a schedule forms part of the agreement;
- (h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (i) words and phrases have the same meaning as in the Regulations.

1.3 Headings are for convenience only and do not affect interpretation.

2. OCCUPIER'S RIGHTS

2.1 To Discharge Trade Waste

The Occupier may discharge trade waste that complies with, and in accordance with the agreement.

2.2 To Discharge Other Trade Waste

The Occupier may, from time to time, discharge trade waste that is not allowed to be discharged under the agreement from its land to GWW's sewers on terms approved in advance and in writing by the GWW Representative.

3. OCCUPIER'S OBLIGATIONS

3.1 To Comply with Laws

The Occupier must comply with all laws relevant to the Occupier's discharge of trade waste including the Act, the agreement and the Regulations.

3.2 Not to Discharge Certain Trade Waste

Subject to clause 2, the Occupier must not discharge anything to GWW's sewer which may have an effect to:

- (a) threaten the health and safety of people working in or near sewers, or in treatment plants, or threaten the health and safety of the public;
- (b) corrode, block or damage sewers, leading to sewer overflows or collapse, or other adverse environmental impacts;
- (c) inhibit sewage treatment processes or reduce their effectiveness;
- (d) prevent effluent from treatment plants complying with Environment Protection Authority discharge licences;
- (e) reduce or restrict opportunities to reuse treated effluent or sludge.

3.3 To Install and Maintain Equipment

The Occupier must install and maintain in good working order, the equipment specified in the agreement.

3.4 To Allow Inspection

The Occupier acknowledges that, pursuant to section 177 of the Act, the Occupier must allow any GWW Representative access to the land at any reasonable time, but in an emergency at any time, to:

- (a) measure trade waste flows; or
- (b) take trade waste samples; or
- (c) inspect fittings and works.

The Occupier must also allow a GWW Representative access to the land at any reasonable time, but in an emergency at any time, to inspect records referred to in clause 3.5.

3.5 To Monitor and Record Discharges

The Occupier must:

- (a) install and maintain equipment to measure and record parameters specified in the agreement; and
- (b) conduct the sampling program and keep the records described in agreement; and
- (c) keep maintenance records for all equipment used by the Occupier to treat, sample or discharge trade waste; and
- (d) keep records of the methods and dates of disposing of residues from that equipment; and

- (e) keep records and receipts for all sludge and spent process solutions removed from the land as required by the Environment Protection (Industrial Waste Resource) Regulations 2021; and
- (f) make the records referred to in this subclause available to a GWW Representative, whenever required by the GWW Representative.

3.6 To Cease Discharges Temporarily

Upon receiving written notice from a GWW Representative that:

- (a) GWW reasonably needs to examine, repair, alter, maintain or close down a sewer receiving trade waste from the land; or
- (b) the GWW Representative reasonably considers that continued discharge of trade waste by the Occupier may have an effect referred to in clause 3.2,

the Occupier must cease discharging trade waste or reduce or limit the rate of discharge, as directed by GWW, from the time specified in the direction and must not resume discharging trade waste until notified in writing by the GWW Representative.

In an emergency, notice under this subclause may be given by telephone or email, followed by written confirmation.

3.7 To Notify GWW of Events

- (a) The Occupier must notify a GWW Representative by telephone as soon as possible and within half an hour of discovery, of any event relating to the discharge of trade waste under the agreement, which may cause:
 - (i) a breach of the agreement; or
 - (ii) any effect referred to in clause 3.2.
- (b) The Occupier must also notify a GWW Representative of any breach by it of the agreement:
 - (i) by telephone on 13 44 99; and
 - (ii) in writing, within seven days after the breach, including an explanation for the breach and a proposed course of action to prevent its recurrence.
- (c) The Occupier must notify a GWW Representative in writing as soon as the Occupier is aware of any change, or anything which may cause a change, to the nature or volume of trade waste discharged from the land, or to the rate at which it is discharged.

3.8 To Make Good Damage and Meet GWW's Costs

The Occupier must meet GWW's reasonable costs of:

- (a) inspecting any sewer for damage caused by the Occupier discharging trade waste in breach of the agreement and of repairing any such damage;
- (b) sampling and analysing trade waste under clause 4.6;
- (c) monitoring, sampling and analysing trade waste discharged by the Occupier to determine whether the Occupier is complying with the agreement or has complied with any notice of contravention issued under section 151 of the Act; and
- (d) carrying out any works and taking any other action necessary to remedy a contravention, or to disconnect the land from GWW's sewer, in accordance with section 151(3)(a) or (b) of the Act.

3.9 To Pay Charges

- (a) The Occupier must pay to GWW:
 - (i) the charges referred to in clause 12; and
 - (ii) the costs referred to in clause 3.8 - by the due date specified in any written notice from GWW requesting payment.

- (b) No charges referred to in clause 3.9(a)(i) with respect to the volume and quality of trade waste are payable by the Occupier in respect of any period when the Occupier is stopped from discharging trade waste under clause 3.6.
- (c) For the avoidance of doubt, the Occupier remains liable for other amounts payable under the agreement during such a period, including amounts payable under clause 3.9(a)(ii), and the annual agreement fee, determined in accordance with GWW's Pricing Handbook.

3.10 To Observe Technical Requirements

- (a) The Occupier must take all reasonable measures to contain spills on the land and prevent them entering GWW's sewer.
- (b) The Occupier must not allow any stormwater run-off or any corrosive, toxic, flammable or explosive material to enter GWW's sewer, except as provided in the agreement and Clause 13.

3.11 To Observe Waste Management Requirements

If the Occupier at any time installs new works or adopts new processes at the land or substantially modifies either of them, the Occupier must:

- (a) adopt commonly available waste minimisation technology appropriate to the Occupier's industry or the type of trade waste discharged to sewer from the land, for all substances not listed in clause 14; or
- (b) adopt best available waste minimisation technology if the trade waste discharged to sewer from the land will contain any substance listed in clause 14.

4. GWW's RIGHTS

4.1 To Have Access

GWW may have access to the land and records as set out in clause 3.4.

4.2 To Issue Notices

GWW may give any notice under the agreement to the Occupier.

4.3 To Collect Amounts

GWW may collect any amounts due under the agreement from the Occupier.

4.4 To Refuse to Receive Certain Trade Waste

GWW must not receive any trade waste under the agreement which it reasonably believes would have an effect referred to in clause 3.2.

4.5 To Restrict or Stop Services

GWW may restrict or stop the Occupier from discharging trade waste from the land to GWW's sewer whenever:

- (a) any amount payable under clause 3.9 is outstanding, after giving 7 days written notice to the Occupier of GWW's intention to restrict or stop the discharge because the amount is outstanding; or
- (b) in the reasonable opinion of the GWW Representative, the Occupier is in breach of any provision of the agreement, the Act, the Regulations, or the Trade Waste Customer Charter.

4.6 To Verify Monitoring and Sampling

- (a) GWW may sample and analyse any trade waste discharged by the Occupier in order to assess the quality, compliance status and verify the accuracy of any sampling or monitoring undertaken by the Occupier.
- (b) In the light of any sampling or analysis under paragraph 4.6(a), GWW may:

- (i) adjust the assessment values of any parameters for the purpose of calculating charges payable by the Occupier;
- (ii) alter the requirements of any clause in the agreement;
- (iii) issue a notice of contravention to the Occupier under section 151(1)(b) of the Act.

5. GWW's OBLIGATIONS

5.1 To Accept Trade Waste

GWW must accept into its sewers trade waste discharged from the land under the terms of the agreement.

5.2 To Comply with Laws

GWW must comply with the Act, the agreement, the Regulations, the Customer Service Code and the Trade Waste Customer Service Code.

5.3 To Maintain Equipment

GWW must maintain the sewers required to receive trade waste under the agreement.

5.4 To Advise the Occupier of Events

Apart from its obligations under clause 3.6, GWW must notify the Occupier as soon as possible after it learns of anything which may interfere with the discharge of trade waste under the agreement or the terms on which it is discharged.

6. DISPUTE RESOLUTION

- (a) The parties agree to consult in good faith to implement the agreement.
- (b) In this clause, "dispute" includes a complaint by the Occupier.
- (c) In resolving any dispute between the parties, GWW will comply with:
 - (i) clause 3 of the Customer Service Code; and
 - (ii) clause 7 of the Trade Waste Customer Service Code.
- (d) Without limiting clause 6(c), if a dispute either –
 - (i) concerns the composition or volume of trade waste or any other technical matter relating to trade waste (including the interpretation of Clause 13 or the terms of the agreement; or
 - (ii) relates to the calculation or collection of charges under the agreement;

and is not resolved within a reasonable time after the dispute has arisen, either party may, by written notice to the other party, require that the dispute be resolved:

- (i) by mediation; or
- (ii) by the determination of an independent expert.
- (e) If the parties agree to resolve the dispute by mediation, that mediation must be conducted in accordance with the Institute of Arbitrators and Mediators Australia, Mediation Rules, set out at www.iama.org.au/resources/adr-rules-guidelines/mediation.
- (f) If the parties agree to resolve the dispute by the determination of an independent expert, that dispute must be submitted to expert determination in accordance with the Institute of Arbitrators and Mediators of Australia Expert Determination Rules set out at www.iama.org.au/resources/expert-determination-rules.

7. ASSIGNMENT

A party cannot assign any of its rights under the agreement without the prior written consent of the other party.

8. INDEMNITIES

- (a) Each party indemnifies the other from any damage, liability, loss or expense suffered by the other, to the extent that it is a direct, natural and reasonable consequence of:
 - (i) any failure to implement, or breach of the agreement by the party; or
 - (ii) any negligent act of the party or of its agents.
- (b) An indemnity referred to in clause 8(a) does not include consequential loss.

9. FAILURE TO COMPLY WITH AGREEMENT TERMS

- (a) If GWW considers the Occupier has not complied with any term or condition of the agreement, GWW may issue a non-compliance notice or serve a notice of contravention on the Occupier under s151(1)(b) of the Act:
 - (i) setting out the condition that GWW considers has not been complied with;
 - (ii) setting out the reasons why GWW considers that the condition has not been complied with;
 - (iii) specifying any action which the Occupier must take in order to comply with the condition;
 - (iv) specifying the date by which the Occupier must comply with both the notice and the condition; and
 - (v) stating that GWW may terminate the agreement and remove the Occupier's trade waste connection if the Occupier does not comply by that date.
- (b) If GWW considers that the Occupier has not complied with a requirement set out in any notice of contravention served under clause 9(a) by the date specified in the notice, GWW may -
 - (i) serve written notice of on the Occupier, terminating the agreement; and
 - (ii) disconnect the Occupier's trade waste connection to the GWW sewer network under s151(3)(b) of the Act.
- (c) If GWW issues a notice under clause 9(b), the Occupier must pay to GWW -
 - (i) all outstanding charges and costs of GWW accrued at that date; and
 - (ii) GWW's reasonable costs in removing the Occupier's trade waste connection, as provided by section 151(3)(b) of the Act.

10. TERMINATION

- (a) The agreement will terminate:
 - (i) at the expiration of the term as determined in the ;
 - (ii) on the day specified by GWW in any notice issued to the Occupier under clause 9(b);
 - (iii) if the Occupier fails to comply with any other notice of contravention issued to the Occupier by GWW under section 151 of the Act within the time specified in the notice;
 - (iv) upon the expiration of 90 days' written notice of termination given by GWW;
 - (v) upon the expiration of 30 days' notice of termination given by the Occupier; or
 - (vi) if the parties so agree in writing.

- (b) Upon termination, the Occupier must, at the Occupier's cost -
 - (i) cease discharging trade waste to GWW's sewer;
 - (ii) disconnect any equipment used to discharge trade waste to GWW's sewer; and
 - (iii) rectify any damage to GWW's sewer caused by the disconnection.
- (c) Following termination:
 - (i) the Occupier is not discharged from any of the obligations required to be satisfied or performed by, or on behalf of, the Occupier under the agreement; and
 - (ii) any employee of GWW may continue to exercise any power conferred by sections 133 or 177 of the Act or by clause 3.4 of the agreement to enter the Occupier's land; and
- (d) GWW reserves all of its rights under the agreement and at law.

11. PRIVACY

- (a) In giving effect to the agreement, the parties acknowledge that GWW will collect and retain personal information about the Occupier.
- (b) The Occupier acknowledges and agrees that GWW may provide personal information collected by it to other water corporations or to other government or regulatory bodies for the purpose of -
 - (i) ensuring the safe, effective and efficient operation, maintenance and improvement of the Melbourne metropolitan sewerage system; and
 - (ii) identifying and assessing opportunities to reuse wastewater and biosolids in the Melbourne metropolitan area.

12. CHARGES

- 12.1 Subject to clause 12, the Occupier must pay GWW such charges as are from time to time approved by the ESC and determined by GWW in accordance with the Act. These charges are set out in GWW's Pricing Handbook.
- 12.2 The assessment values of parameters for the purpose of calculating charges are determined by GWW from time to time, in the light of the quality characteristics or components and the volume of trade waste discharged by the Occupier.
- 12.3 GWW must notify the Occupier in writing of the assessment values determined by it from time to time.
- 12.4 At any time after the commencement date, the Occupier may -
 - (a) notify GWW in writing that it wishes the assessment parameters determined under clause 12.2 be adjusted; and
 - (b) propose a program of sampling and analysis for that purpose; and
 - (c) undertake such program of sampling and analysis as may be approved by GWW; and
 - (d) submit the results of the program to GWW.
- 12.5 If it is reasonable to conclude from any or all of -
 - (a) the results of a program of sampling and analysis submitted to GWW under clause 12.4(d);
 - (b) the results of any inspections made by GWW;
 - (c) any other information known to GWW,that there has been either an improvement or deterioration in the quality of any characteristic or component of trade waste discharged by the Occupier relevant to determining the assessment

values of parameters, GWW must make a corresponding adjustment to the assessment values determined under clause 12.2.

- 12.6 GWW must calculate charges payable under the agreement in accordance with the assessment values determined from time to time under this clause 12.

13. ACCEPTANCE CRITERIA FOR TRADE WASTE

Subject to any Customer Specific Acceptance Criteria specified in the agreement, the Occupier may only discharge trade waste that otherwise complies with the acceptance criteria approved by the ESC and set out in clause 13.

Physical Characteristics

13.1 Temperature

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

13.2 Solids

The Occupier must not discharge trade waste containing gross solids, Suspended Solids or Total Dissolved Solids except in accordance with this clause.

(a) Gross solids contained in trade waste must:

- (i) be able to pass through a bar screen with 13mm spaces between bars, and
- (ii) have a quiescent settling velocity of not more than 3m/hour.

(b) 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.

(c) The total mass load of Total Dissolved Solids must not exceed 200 kg/day.

(d) The Occupier must not discharge waste containing fibrous material which, in the opinion of the GWW Representative is likely to cause obstructions in a drain or sewer.

13.3 Oils fats and grease

(a) The Occupier must not discharge trade waste containing any free or floating layer of oil, fat or grease.

(b) The Occupier may discharge trade waste containing emulsified oil, fat or grease which, in the opinion of the GWW Representative, is biodegradable, if the emulsion is stable:

- (i) at a temperature of 15° C, and
- (ii) 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.

(c) The Occupier must not discharge trade waste containing emulsified oil, fat or grease which, in the opinion of the GWW Representative is not biodegradable, if it contains more than 1,000 mg/litre of material recovered by a solvent prescribed by the GWW Representative as extractable matter when the emulsion:

- (i) is stable at a temperature of 15° C; and
- (ii) is in contact with raw sewage, and the resulting mixture has a pH no less than 4.5 and no greater than 10.0.

(d) The Occupier 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 GWW Representative as extractable matter when the emulsion:

- (i) is unstable at a temperature of 15° C, and
- (ii) is in contact with raw sewage, and the resulting mixture has a pH no less than 4.5 and no greater than 10.0.

13.4 Organic Liquids

- (a) The Occupier must not discharge trade waste containing any free or floating layer of organic liquid.
- (b) The Occupier must not discharge any trade waste which, in the opinion of the GWW Representative, may be:
 - (i) flammable, or
 - (ii) 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.
- (c) The GWW Representative may, in writing, authorise the Occupier to undertake an act which would otherwise contravene sub-clause (b).

13.5 Latex Emulsions

- (a) In this clause:
 - "**biodegradable**" in relation to trade waste means that, in the opinion of the GWW Representative, the Total Organic Carbon content of the trade waste would decrease by at least 90% when submitted to the sewage treatment process employed by GWW or 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:
 - (i) is at 15° C, and
 - (ii) is in contact with raw sewage, and the resulting mixture has a pH no less than 4.5 and no greater than 10.0.
- (b) The Occupier may discharge trade waste containing a biodegradable stable latex emulsion.
- (c) The Occupier 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.
- (d) The Occupier must not discharge trade waste containing an unstable latex emulsion.

13.6 Radioactive Waste

An Occupier must only discharge trade waste which complies in all respects with the Radiation Regulations 2007¹, as amended from time to time.

13.7 Colour

The Occupier 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.

Chemical Characteristics

13.8 pH Value

The Occupier must not discharge trade waste with a pH value less than 6.0 or greater than 10.0, except as provided by clause 13.10 (b) (ii).

¹ The Occupier must only discharge trade waste which complies with all aspects of the current radiation regulations available from www.health.vic.gov.au

13.9 Organic Concentration

The Occupier 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.

13.10 Nitrogen

The Occupier must not discharge trade waste with a concentration of:

- (a) Total Kjeldahl Nitrogen greater than 500 mg/litre; or
- (b) Ammonia, plus ammoniacal ion (expressed as N) greater than
 - (i) 50 mg/litre, except as provided this clause.
 - (ii) 200 mg/litre, where:
 - (A) the trade waste discharge can only be received by Melbourne Water's Western Treatment Plant
 - (B) a risk assessment has been conducted
 - (C) the occupier can comply with a restricted pH range of 6.0 to 8.0, and
 - (D) the Occupier has demonstrated to the GWW Representative, that commonly available waste minimisation technology has been applied to the best extent practicable.

13.11 Sulphur Substances

- (a) Oxidised Sulphur
 - (i) For the purposes of this paragraph, "Oxidised Sulphur" means the chemical substances expressed as S and known as Sulphates, Sulphites and Thiosulphates.
 - (ii) The Occupier must not discharge trade waste containing Oxidised Sulphur with a concentration of 100 mg/litre or more, except as provided in this clause.
 - (iii) The Occupier must treat any trade waste with a concentration of Oxidised Sulphur greater than 600 mg/litre, before it is discharged.
 - (iv) 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, the Occupier must treat any stream of waste contributing to the discharge which has a concentration of Oxidised Sulphur greater than 600 mg/litre.
 - (v) The Occupier must use the best available technology, as determined by the GWW Representative, to treat any trade waste under sub-paragraph (iii) or (iv).
- (b) The Occupier must not discharge trade waste containing Sulphide in a concentration greater than 1 mg/litre.
- (c) The Occupier must not discharge any element listed in Column 1 of Table A, except in accordance with this clause.
- (d) Where the daily mass load of any element discharged is between the limit specified in Column 2 and the limit specified in Column 3 for that element, trade waste must not exceed the concentration specified in Column 4.
- (e) 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 GWW Representative must determine the maximum concentration of that element which the Occupier may discharge.
- (f) 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.
- (g) Where the Occupier has demonstrated to the GWW Representative that it is unable to limit the concentration of Boron (as B) to the concentration specified in Table A, Column 4 using commonly available waste minimisation technology to the best extent practicable, the

Occupier may discharge trade waste containing Boron in a concentration no greater than 100 mg/litre.

- (h) Where the Occupier has demonstrated to the GWW Representative that it is unable to limit the concentration of Manganese (as Mn) to the concentration specified in Table A, Column 4 using commonly available waste minimisation technology to the best extent practicable, the Occupier may discharge trade waste containing Manganese in a concentration no greater than 100 mg/litre.

TABLE A

Column 1 Element	Column 2 [grams/day]	Column 3 [grams/day]	Column 4 [milligrams/litre]
Arsenic			1
Barium			150
Beryllium			30
Boron as B			25
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 ²	0.2	50	5
Thallium			20
Tin			10
Uranium (238)			30
Zinc	200	15,000	10

13.12 Halogens and Halides

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

² Based on analysis using aqua regis

TABLE B

Substance	Maximum Allowable Concentration [milligrams per litre]
Bromine (expressed as Br ₂)	5
Chlorine (expressed as Cl ₂)	5
Fluoride	30
Iodine (expressed as I ₂)	5

13.13 Cyanide

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

13.14 Inhibitory Chemicals

- (a) The Occupier 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%.
- (b) The GWW Representative must determine the microbiological sewage treatment process referred to in sub-clause (a).

13.15 Organic Acids

The Occupier 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]
Acetic acid	1085
Acrylic acid	1015
Total Phenoxyacetic Acids	1000

13.16 Phenolic Substances

The Occupier 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]
Pentachlorophenol	5
Sum of phenol, monochlorophenol, dichlorophenol and their isomers	300
Tetrachlorophenol	5
Trichlorophenol	50

13.17 Aldehydes and Ketones

The Occupier must not discharge trade waste containing a substance listed in Table E with a concentration greater than is listed for that substance.

TABLE E

Substance	Maximum Allowable Concentration [milligrams per litre]
Acetone	380
Acrolein	0.1
Formaldehyde (expressed as HCHO)	200
Methyl Ethyl Ketone (MEK, 2-Butanone)	90
Methyl Isobutyl Ketone (MIBK)	6.1

13.18 Nitriles

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

13.19 Aromatic Hydrocarbon

The Occupier must not discharge trade waste containing a substance listed in Table F in a concentration greater than is listed for that substance.

TABLE F

Substance	Maximum Allowable Concentration [milligrams per litre]
1,3 Dinitrobenzene	0.34
2,4 Dinitrotoluene	10.0
2,6 Dinitrotoluene	10.0
Acenaphthene	0.016
Benzene	1.0
Cumene	3.0
Ethylbenzene	2.0
Naphthalene	1.3
Nitrotoluene	5.0
Styrene	2.0
Toluene	2.0
Total Xylenes	2.0

13.20 Halogenated Aliphatic Hydrocarbons

The Occupier must not discharge trade waste containing a halogenated aliphatic hydrocarbon listed in Table G in a concentration greater than is listed for that substance.

TABLE G

Substance	Maximum Allowable Concentration [milligrams per litre]
1,1 Dichloroethane	5.0
1,1 Dichloropropane	5.0
1,1,1 Trichloroethane	3.0

Substance	Maximum Allowable Concentration [milligrams per litre]
1,1,2 Trichloroethane	3.0
1,1,1,2 Tetrachloroethane	2.0
1,2 Dichloroethane	5.0
1,2 Dichloroethylene	5.0
1,2 Dichloropropane	5.0
1,3 Dichloropropane	0.001
Bromodichloromethane	1.0
Carbon Tetrachloride	1.0
Chlorodibromomethane	5.0
Chloroethene (Vinyl Chloride Monomer)	0.5
Dichlorodifluoromethane	1.0
Hexachlorobutadiene	0.001
Hexachloroethane	1.0
Methyl Bromide	0.001
Methyl Chloride	0.001
Methylene Chloride	5.0
Tetrachloroethylene	1.0
Trichloroethylene	1.0
Trichlorofluoromethane	1.0
Trichloromethane (Chloroform)	1.0

13.21 Aliphatic Hydrocarbons

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

13.22 Esters

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

TABLE H

Substance	Maximum Allowable Concentration [milligrams per litre]
Ethyl Acrylate	1.5
Methyl Methacrylate	30

13.23 Ethers

The Occupier must not discharge trade waste containing a substance listed in Table I with a concentration greater than is listed for that substance.

TABLE I

Substance	Maximum Allowable Concentration [milligrams per litre]
2-Butoxyethanol	295
Butyl Carbitol	2000
Tetrahydrofuran	75

13.24 Other Organics

The Occupier must not discharge trade waste containing Epichlorohydrin at a concentration greater than 3.9 mg/litre.

13.25 Pesticides and Herbicides

The Occupier must not discharge trade waste containing a substance listed in Table J with a concentration greater than is listed for that substance.

TABLE J

Substance	Maximum Allowable Concentration [milligrams per litre]
Aldrin	0.001
Chlordane	0.006
DDT	0.003
Dieldrin	0.001
Glyphosate	10
Heptachlor	0.003
Lindane	0.100
Trifluralin	10

13.26 Halogenated Aromatic Hydrocarbons

- (a) The Occupier must not discharge trade waste containing halogenated aromatic hydrocarbons, except in accordance with this clause.
- (b) The Occupier must not discharge trade waste containing a substance listed in Table K in a concentration greater than is listed for that substance.

TABLE K

Substance	Maximum Allowable Concentration [milligrams per litre]
Polychlorinated Biphenyls (PCB's)	0.002
Polybrominated Biphenyls (PBB's)	0.002

13.27 Alcohols

The Occupier must not discharge trade waste containing a substance listed in Table L with a concentration greater than is listed for that substance.

TABLE L

Substance	Maximum Allowable Concentration [milligrams per litre]
2-Ethyl Hexanol	155
Allyl Alcohol (2-Propen-1-ol)	9.1
Ethanol	3765
Ethylene Glycol	4000
Isobutanol	140
Isopropanol	1155
Methanol	615
Propylene Glycol	4000

13.28 Chlorodibenzo-p-dioxins and Chlorodibenzo-furans

- (a) The Occupier 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.
- (b) Subject to paragraphs (c), (d) and (e), the Occupier 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.
- (c) Notwithstanding paragraph (b), the GWW Representative may at any time in writing require the Occupier 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.
- (d) Subject to paragraph (e), the Occupier must not discharge trade waste containing any 2, 3, 7, 8 tetrachlorodibenzo-p-dioxin congeners in a concentration greater than the NATO total toxic equivalent of 20.0 ng/l.
- (e) Notwithstanding paragraph (d), the GWW Representative may at any time require the Occupier 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.

13.29 Other Substances

An Occupier must not discharge trade waste containing any substance not otherwise mentioned in clause 13:

- (a) In a concentration no greater than 1 µg/l
- (b) Where the discharge or release of which to any element of the environment is restricted or prohibited by any legislation applying in Victoria
- (c) In quantities or of a quality that in the opinion of the GWW Representative would or is reasonably likely to endanger human life, compromise the safety of a person or of the works, or significantly adversely affect the operation of sewage treatment plant or any part of the environment.

13.30 Head Space Air

The Occupier must not discharge trade waste to a sewer, which at the nearest point of the sewer accessible by humans from the point of discharge, in any respect fails to comply with every relevant Work Safe Australia Exposure Standard relating to the Time Weighted Average (TWA) exposure levels.

14. PRIORITY WASTES

ORGANOCHLORINE PESTICIDES

DDT
DDE
DDD
alpha-BHC
beta-BHC
gamma-BHC
delta-BHC
Methoxychlor
Heptachloro epoxide
Aldrin
Dieldrin
Endrin
Endrin aldehyde
alpha-Endosulphan
beta-Endosulphan
Endosulphan sulphate
Chlordane
Oxychlordane
Isophorone
Toxaphene

PAH's

Acenaphthalene
Chloronaphthalene
alpha-Diphenylenemethane (Fluorene)
Phenanthrene
Anthracene
Fluoranthene
Pyrene
Benzo (a) anthracene
Chrysene
Benzo (b) fluoranthene
Benzo (k) fluoranthene
Benzo (a) pyrene
Benzo (a) perylene
Benzo (g, h, i) perylene
Dibenzo (a, k) anthracene
Dibenzo (cd, lm) perylene
Indeno (1, 2, 3-cd) pyrene

PHTHALATE ESTERS

Dimethyl phthalate
Diethyl phthalate
Dibutyl phthalate
Dioctyl phthalate
Butyl benzyl phthalate
Bis (2-ethylhexyl) phthalate

ALIPHATIC HYDROCARBONS

Acrolein
Acrylonitrile
Formaldehyde
Glyphosate
Ethyl acrylate
Methyl methacrylate

HALOGENATED ALIPHATIC HYDROCARBONS

1, 1 Dichloroethane
1, 2 Dichloroethane
1, 1, 1 Trichloroethane
1, 2, 2 Trichloroethane
1, 1, 2, 2 Tetrachloroethane
Hexachloroethane
Chloroethene (Vinyl Chloride)
1, 2 Dichloroethene
Trichloroethylene
Tetrachloroethylene
Carbon tetrachloride
Methylene Chloride
Methyl Chloride
Methyl Bromide
Trichloromethane (Chloroform)
Bromoform
Bromodichloromethane
Trichlorodifluoromethane
Dichlorofluoromethane
Chlorodibromomethane
1, 1 Dichloropropane
1, 2 Dichloropropane

1, 3 Dichloropropane
Hexachlorobutadiene
Hexachlorocyclopentadiene
Epichlorohydrin

PCB & PBB's

PCB's (as Arochlor 1242)
PCB's (as Arochlor 1254)
PCB's (as Arochlor 1221)
PCB's (as Arochlor 1232)
PCB's (as Arochlor 1248)
PCB's (as Arochlor 1260)
PCB's (as Arochlor 1016)
PBB

ETHERS

Bis (2-chloroethyl) ether
Bis (chloromethyl) ether
Bis (2-chloroethoxy) methane
Bis (2-chloroisopropyl) ether
4 Chlorophenyl phenyl ether
4 Bromophenyl phenyl ether
2 Chloroethyl vinyl ether

MAH's

Benzene
Cumene
Styrene monomer
Toluene
Nitrobenzene
2, 4 Dinitrotoluene
2, 6 Dinitrotoluene
Ethylbenzene
Xylene

HALOGENATED AROMATIC HYDROCARBONS

1, 2 Dichlorobenzene
1, 3 Dichlorobenzene
1, 4 Dichlorobenzene
1, 2, 3 Trichlorobenzene
1, 2, 4 Trichlorobenzene
Hexchlorobenzene
Chlorobenzene
3, 3 Dichlorobenzidine

AMINES

Nitrosodimethylamine
Nitrosodiphenylamine
Nitrosodipropylamine
1, 2 Diphenylhydrazine
Benzidine

METALS

Arsenic and it's compounds
Cadmium and it's compounds
Chromium and it's compounds
Copper and it's compounds
Lead and it's compounds
Nickel and it's compounds
Mercury and it's compounds
Organo Tin and it's compounds

DIOXINS/FURANS

Full congener range of chlorodibenzo-p-dioxins
Full congener range of chlorodibenzo-furans

PHENOLS

Phenol
2 Chlorophenol
3 Chlorophenol
4 Chlorophenol
2 Chloro 5 methylphenol
2, 6 Dichlorophenol
2 Chloro 6 methylphenol
2, 4 Dichlorophenol
3, 5 Dichlorophenol
2, 3 Dichlorophenol
3, 4 Dichlorophenol
2, 4, 6 Trichlorophenol
2, 3, 6 Trichlorophenol
2, 3, 5 Trichlorophenol
2, 3, 4 Trichlorophenol
3, 4, 5 Trichlorophenol
2, 3, 5, 6 Tetrachlorophenol
2, 3, 4, 6 Tetrachlorophenol
2, 3, 4, 5 Tetrachlorophenol
Petrachlorophenol
2 Nitrophenol
4 Nitrophenol
2, 4 Dinitrophenol
2 Methyl 4, 6 dinitrophenol