

North East Region Water Authority

Minor Trade Waste

Control By-Law

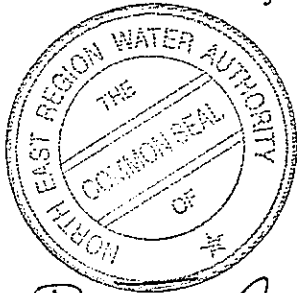
By-Law Number 130

NORTH EAST REGION WATER AUTHORITY

MINOR TRADE WASTE CONTROL BY-LAW – NUMBER 130

In accordance with the powers and authorities conferred on it by the Water Act 1989 and for any and every power and authority enabling it in that behalf, North East Region Water Authority now makes and prescribes the following By-Law:

- (a) This By-law may be cited as By-law No 130 of North East Region Water Authority and shall come into force on the day it is published in the Government Gazette and shall apply at all times throughout the whole of the district(s) under the Authority's management and control.
- (b) All other By-laws relating to the subject matter herein shall be and are now revoked.
- (c) The Common Seal of North East Region Water Authority was affixed to this By-law on the 23rd day of August 2005 in the presence of:



B. J. Murdoch
..... Deputy Chairperson
Barbara Murdoch

James Martin
..... Chief Executive
James Martin

APPROVED
Lindsay Roberts
.....
Lindsay Roberts
As delegate of the
Minister for Water
18/10/05

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The following By-Law is made in accordance with the provisions of the *Water Act 1989*.

1. PART ONE - PRELIMINARY

1.1. Title

This By-Law may be cited as By-Law No. 130 - Minor Trade Waste Control

1.2. Commencement

This By-Law comes into operation on the day it is published in the Government Gazette and replaces all other By-Laws relating to Minor Trade Waste Control.

1.3. Objective

The objective of this By-Law is to make general provisions for the discharge of Minor Trade Waste flows to the Authority's sewers.

1.4. Authorising Provisions

This By-Law is made under Sections 160, 161, and 181 of the *Water Act 1989*.

1.5. Definitions

In this By-Law:

Agreement	means a Minor Trade Waste Agreement made with the Authority.
Apparatus	means a fixture or equipment installed to pre-treat Minor Trade Waste flows before discharge to sewers e.g. Grease Interceptor Trap.
Authority	means the North East Region Water Authority.
Authorised Officer	means a person or persons designated by the Authority to carry out the functions of Authorised Officer under this By-Law.
Land	includes premises
Minor Trade Waste	means a waste flow which may be generated on premises or by activities Listed in Column 1 of Schedule A of this By-Law and which are required to pass through one or more of the apparatus listed in Column 2 of Schedule A of this By-Law, before discharge to sewers. Flows from industrial or other premises which require specific treatment in apparatus other than those listed in Column 2 of Schedule A of this By-Law are not included
Occupier	means a person or persons who occupies or is in control of land, whether or not that person or persons own the land.
Penalty Unit	means a penalty unit as provided for in the <i>Sentencing Act, 1991</i> .
Prescribed Fee	is the fee as set from time to time by the Authority.
Property	means any house, building, tenement, land or premises
Sewer	means any pipe or other means of conveying sewage which is vested in or under the control of the Authority.

2. PART TWO - MINOR TRADE WASTE AGREEMENTS

2.1. Prohibited Discharge

No person shall directly or indirectly discharge or allow the discharge of a Minor Trade Waste flow into any sewer unless there is an agreement in force authorising such discharge and the discharge is in accordance with the terms and conditions of the agreement

2.2. Application for Minor Trade Waste Agreement

An Application to Discharge Minor Trade Waste form must be completed and lodged by the occupier of the land from which the Minor Trade Waste flow is to be discharged.

The application shall provide details of:

- (1) the nature of the processes which will generate the Minor Trade Waste flows;
- (2) a description of apparatus or processes to be used to treat the Minor Trade Waste before discharge to sewers;
- (3) such other information as the Authority may require;

and include a site plan showing the location of the treatment apparatus and all pipes for conveyance of the Minor Trade Waste flows from the apparatus outlet to the sewer.

2.3. Terms and Conditions of Agreements

A Minor Trade Waste Agreement will set down terms and conditions as detailed in Schedule B of this By-Law and generally relating to:

- (1) installation and maintenance of treatment apparatus;
- (2) inspection of the apparatus;
- (3) temporary cessation of discharges;
- (4) payment of fees and charges;
- (5) restriction or discontinuance of services;
- (6) consultation between the parties;
- (7) termination of the agreement;
- (8) amendment of the agreement and,

any site specific conditions.

2.4. Failure to Comply with Terms and Conditions

If the Authority considers that an occupier has not complied with any condition of an agreement, the Authority may serve a notice on the occupier stating:

- (1) the condition which the Authority considers has not been complied with;
- (2) why the Authority considers the condition has not been complied with and;
- (3) the date by which the occupier must comply with the condition.

2.5. Termination of Agreement for Non-compliance

If the occupier fails to comply with a notice served under clause 2.4, the agreement to which the notice relates will terminate on the date specified in the notice for compliance.

2.6. Penalties

Any person who fails to comply with a notice issued in accordance with this By-Law is guilty of an offence against this By-Law and liable to a penalty of 10 Penalty Units plus a penalty of 1 Penalty Unit for each day the offence continues.

2.7. Entry to Land

An Authorised Officer may:

- (1) at any reasonable time enter land to which an agreement relates; and
- (2) inspect the land and any buildings or treatment apparatus thereon; and
- (3) take measurements and samples of minor trade waste on or discharging from the land, for the purposes of establishing compliance with this By-Law.

SCHEDULE A - PROCESS OR ACTIVITIES WHICH MAY GENERATE MINOR TRADE WASTE FLOWS / APPARATUS USED TO PRE-TREAT MINOR TRADE WASTE

Column 1 PROCESS/ACTIVITY	Column 2 TREATMENT APPARATUS
<p>1. FISH SHOP / HAMBURGER SHOP</p> <p>Potato Soaking Trough Fish Cleaning Sink Wet Display Window Potato Peeler (without in-built peel trap) Floor area Greasy sink/trough Greasy floor area</p>	<p>Nil Nil Nil Peel Trap Silt Trap Grease Interceptor FWG & Grease Interceptor</p>
<p>2. RETAIL BUTCHER SHOP</p> <p>Sink/trough Floor area including cool room Brine tub Sausage making machine</p>	<p>Grease Interceptor FWG & Grease Interceptor Grease Interceptor Grease Interceptor</p>
<p>3. DELICATESSAN</p> <p>Sink/trough Floor area Greasy sink/trough Greasy floor area</p>	<p>Nil FWG Grease Interceptor FWG & Grease Interceptor</p>
<p>4. CAKE SHOP / HOT BREAD KITCHEN HOME MADE PIE SHOP</p> <p>Sink/trough Floor area Greasy sink/trough Greasy floor area Small steam generator</p>	<p>Nil FWG Grease Interceptor FWG & Grease Interceptor FWG</p>
<p>5. CHEMIST SHOP</p> <p>Dispensing sink</p>	<p>Nil</p>
<p>6. VETERINARY CLINIC</p> <p>Sink Recovery Room floor area Sick Bay floor area Static dip tank for x-ray processing</p> <p>(Approval to include that x-ray fixture is not to be connected using any copper tube or fittings in the plumbing installation, and dumping spent photographic chemicals to sewer is not permitted.)</p>	<p>Nil FWG Silt trap or straining trap Nil</p>

Column 1 PROCESS/ACTIVITY	Column 2 TREATMENT APPARATUS
<p>7. DENTAL OR DOCTOR'S SURGERY</p> <p>Surgery Sink Plaster Sink Static dip tanks for x-ray processing</p> <p>(Approval to include that x-ray fixture is not to be connected using any copper tube or fittings in the plumbing installation, and dumping spent photographic chemicals to sewer it not permitted.)</p>	<p>Nil Settling Tank Nil</p>
<p>8. TAKE-AWAY / EAT IN FOOD SHOP PIZZA & CHINESE RESRAURANT</p> <p>Sink/Trough Wok Table Floor area Greasy floor area</p>	<p>Grease Interceptor Grease int. via FWG or tundish FWG FWG & Grease Interceptor</p>
<p>9. LARGE "FAST FOOD" RESTAURANTS</p> <p>Kitchen sink Kitchen floor area Garbage wash/collection area</p>	<p>Grease Interceptor FWG & Grease Interceptor Silt Trap & Grease Interceptor</p>
<p>10. KITCHEN / FOOD PREPARATION AREAS IN; SUPERMARKETS / CANTEEN / CLUB HOUSE / RESTAURANT / HOTEL & MOTEL</p> <p>Kitchen sink Kitchen floor area Garbage wash/collection area</p>	<p>Grease Interceptor FWG & Grease Interceptor Silt Trap & Grease Interceptor</p>
<p>11. PHOTOGRAPHY</p> <p>Photographic sink</p> <p>(Approval to include that x-ray fixture is not to be connected using any copper tube or fittings in the plumbing installation, and dumping spent photographic chemicals to sewer it not permitted.)</p>	<p>Nil</p>
<p>12. CLAY MODELLING</p> <p>Clay sink or trough</p>	<p>Settling Tank</p>
<p>13. PLANT NURSERY</p> <p>Sink/trough Floor area</p>	<p>Nil Silt Pit</p>
<p>14. SERVICE STATIONS LUBE FLOORS, ENGINE PARTS WASH, MECHANICAL REPAIRS</p>	<p>Petrol/Oil Interceptor</p>
<p>15. COMMERCIAL CAR WASH</p>	<p>Silt Trap and Petrol/Oil Interceptor</p>

Column 1 PROCESS/ACTIVITY	Column 2 TREATMENT APPARATUS
16. PLANT FLOOR AREA Excluding boilers for industrial purposes.	Nil
17. ASSOCIATED PLANTROOM EQUIPMENT Air conditioning equipment, pump gland, leakages etc.	Nil
18. CARPARK FLOOR AREAS Excluding car wash facilities	Silt Pit
19. GARBAGE WASH / COLLECTION / COMPACTION STORAGE AREAS Non-greasy waste Greasy waste	Silt Trap Silt Trap & Grease Interceptor

Note: Where "Nil" Apparatus is indicated in Column 2 a Minor Trade Waste Agreement is not required.

SCHEDULE B – STANDARD TERMS & CONDITIONS FOR MINOR TRADE WASTE AGREEMENTS

CONTENTS

1. Installation and maintenance of treatment apparatus.
2. Inspection of apparatus
3. Temporary cessation of discharge
4. Payment of charges
5. Restriction or disconnection of services
6. Consultation between parties
7. Termination of Agreement
8. Amendment of Agreement.

1. Installation and Maintenance of Treatment Apparatus

The occupier agrees to install appropriate apparatus to pre-treat Minor Trade Waste flow before it is discharged to the sewer and to maintain such apparatus so that it performs the function intended.

2. Inspection of Apparatus

The occupier agrees to allow an Authorised Officer of the Authority access to the land at any reasonable time to inspect the apparatus installed to pre-treat Minor Trade Waste flows and to determine whether the provisions of the Agreement are being complied with.

The Authority agrees that any inspection conducted under this clause will not unreasonably delay or inconvenience the occupiers activities on the land.

3. Temporary Cessation of Discharge

An Authorised Officer may, by notice in writing, require the occupier to cease discharging Minor Trade Waste flows into a sewer to allow the Authority to examine, alter, repair, maintain or close down that sewer; or if the Authorised Officer determines there is a risk of adverse effect to the health and safety of any person or to any part of the environment

The occupier agrees to cease discharging Minor Trade Waste at the time required by any notice issued as above and not resume discharging until notified by an Authorised Officer.

The Authority agrees to allow resumption of Minor Trade Waste discharge as soon as practicable after temporary cessation has been required.

4. Payment of Charges

The occupier agrees to pay to the Authority the prescribed Annual Discharge and Apparatus Inspection Fee.

This fee is in addition to any other Tariffs or Charges payable to the Authority in respect of other services provided to the land.

Outstanding amounts payable to the Authority under this agreement will bear interest at the rate adopted by the Authority from time to time, from the due date until paid.

5. Restriction or Disconnection of Services

The Authority may, without prejudice to any other action it may take, restrict or stop the supply of water provided to the land by the Authority and the discharge of flows to the Authority's sewers from the land, if any charges payable to the Authority under this agreement are outstanding beyond the due date or the occupier has failed to comply with any provision of this agreement, By-Law No. 130, the Authority's Administrative By-Law 125 or the *Water Act 1989*.

6. Consultation

The parties agree to consult each other in good faith about implementing this Agreement and the resolution of any dispute.

7. Termination of the Agreement

The occupier may terminate this agreement after 14 days notice in writing to the Authority; or any earlier date should the occupier cease to occupy the land.

The Authority may terminate this agreement after 30 days notice in writing to the occupier or an earlier date should the occupier not comply with any provision of this agreement.

Upon termination of this agreement the occupier agrees to:

- (1) cease discharging minor trade waste flows to the sewer and;
- (2) if required by the Authority disconnect any apparatus used to pre-treat minor trade waste from the Authority's sewer and;
- (3) advise the Authority of the nature and extent of works carried out to comply with clause 7 (2).

If the occupier does not comply with clause 7 (2) within 14 days of termination of the agreement, the Authority may cause all work required to be done and recover the cost from the occupier.

8. Amendment of Agreement

Any amendment to an agreement must be in writing, signed by both parties.

SCHEDULE C - CLEANING FREQUENCY OF INTERCEPTORS

The frequency of cleaning will vary depending on the capacity of the interceptor apparatus and the quantity of material discharged.

A build up of 75mm of floating fats or oils in an interceptor indicates the need for a clean-out.

As a guide, the following are minimum clean-out frequencies recommended for apparatus receiving average grease / fat / oil discharges.

Apparatus Capacity (Litres)	Clean-Out Frequency
1,500	6 monthly
1,000	4 monthly
500	2 monthly
250	1 monthly

Note: Interceptors are to have a minimum capacity of 1,000 litres, wherever practicable.

APPENDIX 1 – MINOR TRADE WASTE AGREEMENT (EXAMPLE)

MINOR TRADE WASTE AGREEMENT WITH NORTH EAST REGION WATER AUTHORITY

THIS AGREEMENT is made the _____ day of _____ 20 _____

Between NORTH EAST REGION WATER (hereinafter referred to as “The Authority” of the one part and

(Name) _____ (hereinafter called “the Applicant”) of the other part being the owner or occupier of the property described as

(Address) _____

(Type of Business) _____

and sets down the terms and conditions relating to the Pre-treatment Apparatus installed in the sewerage service to the above property.

(1) Nature of process generating Minor Trade Waste flows

(Schedule A) _____

(2) Description of apparatus installed to pre-treat Minor Trade Waste flows.

(Schedule A) _____

(3) Other information _____

The Occupier agrees to comply with the terms and conditions set down in Schedule B; *Standard Terms & Conditions for Minor Trade Waste Agreements*, which is attached to and forms part of this Agreement.

The Occupier agrees to pay the Authority the prescribed Annual Discharge and Apparatus Inspection Fee.

The Occupier agrees to maintain the apparatus installed to pre-treat Minor Trade Waste flows, including removal of intercepted materials as set out in Schedule C; *Cleaning Frequency of Interceptors*, which is attached to and forms part of this agreement.

Other site specific conditions which apply to this Agreement: _____

The Authority agrees to accept Minor Trade Waste flows from pre-treatment apparatus into the sewer under its control.

TO ACKNOWLEDGE AGREEMENT WITH THE TERMS AND CONDITIONS STATED BOTH PARTIES HEREBY SIGN (AND SEAL) THE AGREEMENT.

SIGNED by the applicant:

(Signed)

(Print Name)

in the presence of:

(Witness Signature)

(Witness Name)

(Address)

(Town) (Postcode)

SIGNED on behalf of NORTH EAST REGION WATER AUTHORITY by John Morris, Manager, Business Services, a duly authorised delegate of the Authority.

John Morris
Manager, Business Services

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