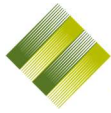


# Trade Wastes Bylaw 2020

## Explanatory Note

The objective of this bylaw is to regulate the disposal of Trade Waste into the Council's Wastewater reticulation system, and to;

- (a) Ensure the protection of Wastewater Authority Personnel and the general public.
- (b) To protect the ability of the Wastewater Authority to meet the requirements of legislation, including the Resource Management Act and in particular their resource consents for the discharge of treated Sewage and also the placement of sludge and Biosolids on land.
- (c) To provide for an equitable spread of costs between domestic and Trade Waste discharges.
- (d) To protect the investment in the existing and any future infrastructure, treatment plant and disposal facilities.
- (e) To ensure compatibility between liquid, solid and gaseous phases of Trade Waste discharges. This compatibility can relate to such matters as meeting landfill acceptance criteria for solids and sludges and meeting resource consents for emissions to air as well as the Trade Waste discharge itself, into the sewer.
- (f) To ensure Trade Waste dischargers consider, and where appropriate and practicable implement, waste minimisation and Cleaner Production techniques to reduce the quantity and improve the quality of their Trade Waste discharges.



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## Western Bay of Plenty District Council

# Trade Wastes Bylaw 2020

### Authority

Pursuant to the powers vested in it under sections 145 and 146 of the Local Government Act 2002 the Western Bay of Plenty District Council makes this Bylaw.

### Title and Commencement

This bylaw is the Western Bay of Plenty District Council Trade Wastes Bylaw 2020. It comes into force on 5<sup>th</sup> October 2020.

### Repeal

The Trade Waste Bylaw 2008, is repealed.

### Scope

This bylaw regulates the discharge of Trade Waste to a Wastewater System operated by the Council in its role as a Wastewater Authority.

### The bylaw provides for the:

- (a) Acceptance of long-term, intermittent, or Temporary Discharge of Trade Waste to the Wastewater System.
- (b) Establishment of three grades of Trade Waste: Permitted, Conditional and Prohibited.
- (c) Evaluation of individual Trade Waste discharges against specified criteria.
- (d) Correct storage of materials in order to protect the Wastewater System from spillage.
- (e) Installation of flow meters, samplers or other devices to measure flow and quality of the Trade Waste discharge.
- (f) Pre-treatment of waste before it is accepted for discharge to the Wastewater System.
- (g) Sampling and monitoring of Trade Waste discharges to ensure compliance with the bylaw.
- (h) Wastewater Authority to accept or refuse a Trade Waste discharge.
- (i) Charges to be set to cover the cost of conveying, treating and disposing of, or reusing, Trade Waste and the associated costs of administration and monitoring.
- (j) Administrative mechanisms for the operation of the bylaw; and

- (k) Establishment of waste minimisation and management programmes (including sludges) for Trade Waste producers.

### **Compliance with other Acts**

Nothing in this bylaw derogates from any of the provisions of the Health Act 1956, the Health and Safety in Employment Act 1992, the Resource Management Act 1991, the Building Act 2004, the Hazardous Substances and New Organisms Act 1996 and its regulations or any other relevant statutory or regulatory requirements.

### **Trade premises and other users to which the bylaw applies**

This bylaw applies to all Trade Premises within the Western Bay of Plenty District where Trade Wastes are discharged or sought or likely to be discharged to the Wastewater System operated by the Wastewater Authority (WWA) or its agents. The bylaw also applies to Tankered Wastes collected for the purpose of discharge to the Wastewater Systems operated by the WWA or its agents.

Pursuant to s. 196 of the Local Government Act 2002 the WWA may refuse to accept any type of Trade Waste which is not discharged or disposed of in accordance with this bylaw.

### **Validation**

The Western Bay of Plenty District Council Trade Wastes Bylaw 2020 was duly made at a meeting of the Western Bay of Plenty District Council on 24 September 2020.

### **Savings**

All approvals, permits, and other acts of authority (including any resolutions of the Council) which originated under the Western Bay of Plenty District Council Trade Wastes Bylaw 2008, and all applications, and other acts of parties and generally all documents, matters, acts, and things which so originated and are continuing at the commencement of this Bylaw, continue for the purposes of this Bylaw to have full force and effect.

The revocation of the Western Bay of Plenty District Council Trade Wastes Bylaw 2008 does not prevent any legal proceedings, criminal or civil, being taken to enforce those bylaws and such proceedings continue to be dealt with and completed as if the bylaws had not been revoked.

**Attention is drawn to both the Wastewater Drainage Bylaw 2020 and the Western Bay of Plenty District Council Terms and Conditions for the Acceptance of Wastewater Drainage which should be read in conjunction with this Bylaw, but do not form part of this Bylaw.**

# 1. Definitions

## 1.1 Definitions

For the purposes of this bylaw, and unless inconsistent with the context, the following definitions apply:

<b>Analyst</b>	Means a testing laboratory Approved in writing by the WWA.
<b>Approval or Approved</b>	Means Approval or Approved in writing by the WWA, either by resolution of the Council or by staff with the relevant delegations.
<b>Authorised officer</b>	Means any officer appointed by the Council as an enforcement officer under s. 177 of the Local Government Act 2002 as an enforcement officer with powers of entry as prescribed by sections 171-174.
<b>Bio solids</b>	Means Sewage Sludge derived from a Sewage treatment plant that has been treated and/ or stabilised to the extent that it is able to be safely and beneficially applied to land and does not include products derived solely from industrial wastewater treatment plants. The term biosolid / biosolids is used generically throughout this document to include products containing Biosolids (e.g. composts).
<b>Characteristic</b>	Means any of the physical or chemical Characteristics of a Trade Waste and may include the level of a characteristic.
<b>Cleaner production</b>	Means the implementation on Trade Premises, of effective operations, methods and processes appropriate to the goal of reducing or eliminating the quantity and toxicity of wastes. This is required to minimize and manage Trade Waste by –  (a) Using energy and resources efficiently, avoiding or reducing the amount of wastes produced;  (b) Producing environmentally sound products and services;  (c) Achieving less waste, fewer costs and higher profits.
<b>Condensing or Cooling water</b>	Means any water used in any trade, industry, or commercial process or operation in such a manner

	that it does not take up matter into solution or suspension.
<b>Conditional trade waste</b>	Means Trade Waste which has conditions placed upon the Consent Holder by the WWA
<b>Consent</b>	Means a Consent in writing given by the WWA and signed by relevant staff authorizing a Person to discharge Trade Wastes to the Wastewater System.
<b>Consent holder</b>	Means the Person occupying Trade Premises who has obtained a Consent to discharge or direct the manner of discharge of Trade Waste from any Premises to the WWA's Wastewater System, and includes any Person who does any act on behalf or with the express or implied Consent of the Consent Holder (whether for reward or not) and any licensee of the Consent Holder.
<b>Contaminant</b>	Includes any substance (including gases, odorous compounds, liquids, solids and micro-organisms) or energy (excluding noise) or heat, that either by itself or in combination with the same, similar, or other substances, energy or heat – <ul style="list-style-type: none"> <li>(a) When discharged into water, changes or is likely to change the physical, chemical, or biological condition of water; or</li> <li>(b) When discharged onto or into land or into air, changes or is likely to change the physical, chemical, or biological condition of the land or air onto or into which it is discharged; or as described or contained in the Resource Management Act.</li> </ul>
<b>Contingency management procedures</b>	Means those procedures developed and used to avoid, remedy, or mitigate the actual and/or potential adverse effects of these activities on the environment from an unexpected or unscheduled event resulting in discharge, or potential discharge of Contaminants of concern into the Wastewater System.
<b>Council</b>	Means the Western Bay of Plenty District Council.
<b>Discharge</b>	Means discharge trade wastes to, or into a sewer whether directly or indirectly by means of any drain, and "the discharge" has a corresponding meaning.
<b>Disconnection</b>	Means the physical cutting and sealing of any of the WWA's water services, utilities, drains or Sewer for

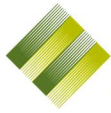
use by any Person.

<b>District</b>	Means the district of Western Bay of Plenty District Council.
<b>Domestic sewage</b>	Means Wastewater (with or without matter in solution or suspension therein) of a domestic nature lawfully discharged from Premises used solely for residential purposes, or wastes of the same character discharged from other Premises; but does not include any solids, liquids, or gases that may not lawfully be discharged into the Wastewater System and may include geothermal water.
<b>Hazardous wastes</b>	Means hazardous substances as defined by the Hazardous Substances and New Organisms Act 1996.
<b>Management plan</b>	Means the plan for management of operations on the Premises from which Trade Wastes come, and may include provision for Cleaner Production, waste minimisation, discharge, Contingency Management Procedures, and any relevant industry Code of Practice.
<b>Mass limit</b>	Means the total mass of any characteristic that may be discharged to the WWA Wastewater System over any stated period from any single Point of Discharge or collectively from several points of discharge.
<b>Maximum concentration</b>	Means the instantaneous peak concentration that may be discharged at any instant in time
<b>Meter</b>	Includes any device or apparatus for measuring flow.
<b>Monitoring equipment</b>	Includes any device or combination of devices considered appropriate by Council to measure and record, either on site or remotely, concentration, temperature or pH or any other factor used to determine trade wastes strength.
<b>Occupier</b>	Means the Person occupying Trade Premises connected to the Wastewater System.
<b>Permitted discharge</b>	Means a discharge that has been approved by, or is acceptable to, the Wastewater Authority and as long as it has the physical and chemical characteristics which comply with the requirements of the Wastewater Authority standard as set out in the First Schedule of the Western Bay of Plenty District Council Terms and Conditions for the Acceptance of

	Wastewater Drainage.
<b>Person</b>	Includes a corporation sole and also a body of Persons whether incorporated or unincorporated.
<b>Point of discharge</b>	Is the boundary between the public Sewer and a Private Drain but for the purposes of monitoring, sampling and testing, must be as designated in the Trade Waste Consent.
<b>Pre-treatment</b>	Means any processing of Trade Waste designed to reduce or vary any characteristic in a waste before discharge to the Wastewater System in order to comply with a Trade Waste Consent.
<b>Premises</b>	Means either –  (a) A property or allotment which is held under a separate certificate of title or for which a separate certificate of title may be issued and in respect to which a building consent has been or may be issued; or  (b) A building that has been defined as an individual unit by a cross-lease, unit title or company lease and for which a certificate of title is available; or  (c) Land held in public ownership (e.g. reserve) for a particular purpose; or  (d) Individual units in buildings, which are separately leased or separately occupied.
<b>Private drain</b>	Means that section of drain between the Premises and the point of discharge to the Wastewater Authority's Wastewater System.
<b>Prohibited trade wastes</b>	Means a Trade Waste that has prohibited characteristics, as set out in the second Schedule of the Western Bay of Plenty District Council Terms and Conditions for the Acceptance of Wastewater Drainage
<b>Schedule of fees and charges</b>	Means the list of items, terms and prices for services as approved by Council.
<b>Sewage</b>	Means wastewater and may include foul water and may include Trade Wastes.

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<b>Sewage sludge</b>	Means the material settled out and removed from Sewage during the treatment process.
<b>Sewer</b>	Means any sewer of the Council for the reception and discharge of domestic sewage or trade wastes and includes any sewer under the control of the Council.
<b>Stormwater</b>	Means surface water run-off resulting from precipitation
<b>Tankered waste</b>	Is water or other liquid, including waste matter in solution or suspension, which is conveyed by vehicle for disposal, excluding Domestic Sewage discharged directly from house buses, caravans, buses and similar vehicles.
<b>Temporary discharge</b>	Means any discharge of an intermittent or short duration. Such discharges include the short-term discharge of an unusual waste from Premises subject to an existing Consent.
<b>Trade premises</b>	Means –  (a) Any Premises used or intended to be used for any industrial or trade purpose; or  (b) Any Premises used or intended to be used for the storage, transfer, treatment, or disposal of waste materials or for other waste management purposes, or used for composting organic materials; or  (c) Any other Premises from which a Contaminant is discharged in connection with any industrial or trade process; or  (d) Any other Premises discharging other than Domestic Sewage; and includes any land or Premises wholly or mainly used for agricultural or horticultural purposes.
<b>Trade waste</b>	Is any liquid, with or without matter in suspension or solution, that is or may be discharged from a Trade Premises to the WWA's Wastewater System in the course of any trade or industrial process or operation, or in the course of any activity or operation of a like nature; and may include Condensing or Cooling waters; Stormwater which cannot be practically separated, or Domestic Sewage.

<b>Wastewater</b>	Means water or other liquid, including waste matter in solution or suspension, discharged from a premises to a sewer.
<b>Wastewater system</b>	Means the collection, treatment and disposal of wastewater and Trade Wastes, including all sewers, pumping stations, storage tanks, wastewater treatment plants, outfalls, and other related structures operated by the WWA and used for the reception, treatment and disposal of Trade Wastes.
<b>Wastewater Authority (WWA)</b>	Means the Western Bay of Plenty District Council including its authorised agents, responsible for the collection, treatment and disposal of wastewater.
<b>Working day</b>	Means any day of the week other than – <ul style="list-style-type: none"> <li>(a) A Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s birthday, Labour Day; Auckland Anniversary Day, and</li> <li>(b) A day in the period commencing with the 25th day of December in a year and ending with the 2nd day of January in the following year.</li> </ul>

## 1.2 Abbreviations

HSNO	Hazardous Substances and New Organisms Act
IANZ	International Accreditation New Zealand
L/s	litre per second
LGA	Local Government Act 2002
m <sup>3</sup>	cubic metre
WWA	wastewater authority

## 1.3 Gender

In this bylaw one gender includes all genders, the singular includes the plural, and the plural includes the singular.

## **2. Compliance with the Bylaw**

### **2.1 Control of discharges**

#### **2.1.1 General**

No Person may –

- (a) Discharge, or allow to be discharged, any Trade Waste to the Wastewater System except in accordance with the provisions of this bylaw;
- (b) Discharge, or allow to be discharged, a Prohibited Trade Waste into the Wastewater System;
- (c) Add or permit the addition of Condensing or Cooling Water to any Trade Waste which discharges into the Wastewater System unless specific approval is given in a Consent; or
- (d) Add or permit the addition of stormwater to any Trade Waste which discharges into the Wastewater System unless specific approval is given in a Consent.
- (e) Dispose of solid waste which has been processed through a refuse or garbage grinder or macerator into the Wastewater System, from a Trade Premises, unless specific approval is given in a Consent.

#### **2.1.2 Responsibility**

The occupier of Trade Premises is responsible for the discharge of any Trade Waste from those Trade Premises (whether or not the occupier is the Discharger) and for compliance with this Bylaw in respect to those Trade Premises.

#### **2.1.3 Failure to comply**

In the event of failure to comply with 2.1.1 (a) – (e) the WWA may physically prevent discharge to the Wastewater System if a reasonable alternative action cannot be established with the discharging party or parties.

### **2.2 Storage, transport, handling and use of hazardous or harmful materials**

- (a) All Persons on Trade Premises must take all reasonable steps to prevent the accidental entry of any of the materials listed in 2.2(c) of this bylaw from entry into the Wastewater System as a result of leakage, spillage or other mishap.
- (b) No Person may store, transport, handle or use, or cause to be stored, transported, handled or used any hazardous substance as defined by HSNO or any of the materials listed in 2.2(c) in a manner that may cause the substance or material to enter the Wastewater System and cause harmful effects.
- (c) Materials referred to in 2.2 (a) and (b) are:

- (i) Products or wastes containing corrosive, toxic, biocidal, radioactive, flammable or explosive materials
- (ii) Likely to generate toxic, flammable, explosive or corrosive materials in quantities likely to be hazardous, when mixed with the wastewater stream
- (iii) Likely to be deleterious to the health and safety of the WWA's staff, Approved contractors and the public or be harmful to the Wastewater System.

### **3. Trade Waste Discharges and Consents**

#### **3.1 Classification of trade waste discharges**

##### **3.1.1 Classification types**

Trade Waste discharges must be classified as one of the following types:

- (a) Permitted (No Consent)
- (b) Conditional (Consent required); or
- (c) Prohibited (not consentable).

##### **3.1.2 Non acceptance**

The WWA is not obliged to accept any Trade Waste. No application for a Trade Waste Consent will be approved where the Trade Waste discharge would contain, or is likely to contain, Characteristics which are prohibited.

##### **3.1.3 Permitted Discharges**

Every Discharger shall ensure that the discharge is in accordance with and in particular does not exceed the characteristics set in ~~clause 8 of the Bylaw of~~ the First Schedule of the Western Bay of Plenty District Council Terms and Conditions for the Acceptance of Wastewater Drainage.

This does not apply to the extent that the discharge is authorised by a Consent and the Discharger is the Consent holder or is authorised by the Consent holder to make the discharge.

The nature and level of any permitted discharge characteristic, as set in the First Schedule of the Western Bay of Plenty District Council Terms and Conditions for the Acceptance of Wastewater Drainage, may be added, removed or varied by publicly notified Council resolution.

##### **3.1.4 Conditional Trade Waste**

An application for Consent to make a conditional discharge must be made to Council prior to discharging to the Wastewater System

Where a Consent is granted it will specify the name of the Consent holder who shall be the occupier of the Trade Premises to which the Consent relates.

### **3.1.5 Prohibited Trade Waste**

Council will not accept any discharge that has prohibited characteristics, as set out in the Second Schedule of the Western Bay of Plenty District Council Terms and Conditions for the Acceptance of Wastewater Drainage.

The nature and level of any prohibited discharge characteristic, as set in the Second Schedule of the Western Bay of Plenty District Council Terms and Conditions for the Acceptance of Wastewater Drainage, may be added, removed or varied by publicly notified Council resolution.

## **3.2 Application for a trade waste consent**

### **3.2.1 Formal application**

Every Person who does, proposes to, or is likely to –

- (a) Discharge into the Wastewater System any Trade Waste (either continuously, intermittently or temporarily); or
- (b) Vary the Characteristics of a Consent to discharge that has previously been granted; or
- (c) Vary the conditions of Consent to discharge that has previously been granted; or
- (d) Significantly change the method or means of Pre-treatment for discharge under an existing Consent

must, if required by the WWA, complete a written application in the prescribed form for the Consent of the WWA , for the discharge of that Trade Waste, or for the proposed variations.

### **3.2.2 Communication**

The WWA reserves the right to deal with the owner as well as the Occupier of any Trade Premises.

### **3.2.3 Separate areas**

Where the Trade Premises produces Trade Waste from more than one area, a separate copy of the "Description of Trade Waste and Premises" shall be included in any application for Trade Waste discharge for each area. This applies whether or not the separate areas are part of a single or separate trade process.

### **3.2.4 True and Accurate Information**

The applicant must ensure that the Consent application and every other document conveying required information is properly executed and any act done for, or on behalf of, the eventual Consent Holder (whether for reward or not) in making any such application is deemed to be an act of the Consent Holder.

### **3.2.5 Verification**

The WWA may require a Consent application to be supported by an independent report/statement completed by a suitably experienced and external auditor to verify any or all information supplied by the applicant.

### **3.2.6 Application Fee**

Every Consent application must be accompanied by a Trade Waste application fee in accordance with the Schedule of Fees and Charges.

## **3.3 Processing of an application**

The WWA will acknowledge the application in writing within 10 Working Days of the receipt of the application.

## **3.4 Information and analysis**

### **3.4.1 Additional Information**

On the receipt of any application for a Trade Waste Consent to discharge from any Premises or to alter an existing discharge, the WWA may:

- (a) Require the applicant to submit any additional information which it considers necessary to reach an informed decision;
- (b) Require the applicant to submit a Management Plan to the satisfaction of the WWA;
- (c) Whenever appropriate have the discharge investigated and analysed as provided for in clauses 5.1 and 5.3 of this bylaw;

### **3.4.2 Notification**

The WWA will notify the applicant of any requirement under clause 3.4.1 within 20 Working Days of receipt of the application.

## **3.5 Consideration of an application**

Within 20 Working Days (or extended as necessary by the WWA) of receipt of an application complying with this bylaw and/or all requirements under clause 3.4, whichever is the later, the WWA will, after considering the matters in clause 3.6, in writing:-

- (a) Grant the application as a Permitted Trade Waste and inform the applicant of the decision by issuing the appropriate notice;
- (b) Grant the application as a Conditional Consent and inform the applicant of the decision and the conditions imposed on the discharge by issuing the appropriate notice of Consent for the discharge; or
- (c) Decline the application and notify the applicant of the decision giving a statement of the reasons for refusal.

### **3.6 Consideration criteria**

In considering any application for a Trade Waste Consent to discharge from any Trade Premises or Tankered Waste into the Wastewater System, and in imposing any conditions on such a Consent, the WWA must take into consideration the quality, volume, and rate of discharge of the Trade Waste from such Premises or tanker in relation to:

- (a) The health and safety of WWA staff, Council's agents and the public;
- (b) The limits and/or maximum values for Characteristics of Trade Waste as specified in the Western Bay of Plenty District Council Terms and Conditions for the Acceptance of Wastewater Drainage
- (c) The extent to which the Trade Waste may react with other Trade Waste or Wastewater to produce an undesirable effect, e.g. settlement of solids, production of odours, accelerated corrosion and deterioration of the Wastewater System etc.;
- (d) The flows and velocities in the Sewer, or Sewers and the material or construction of the Sewer or Sewers
- (e) The capacity of the Sewer or Sewers and the capacity of any Sewage treatment works, and other facilities;
- (f) The nature of any Sewage treatment process and the degree to which the Trade Waste is capable of being treated in the Sewage treatment works;
- (g) The timing and balancing of flows into the Wastewater System;
- (h) Any statutory requirements relating to the discharge of raw or treated wastewater to receiving waters, the disposal of Sewage Sludges, beneficial use of Biosolids, and any discharge to air, (including the necessity for compliance with any resource consent, discharge permit or water classification);
- (i) The effect of the Trade Waste discharge on the ultimate receiving environment;
- (j) The conditions on resource consents for the Wastewater System and the residuals from it;
- (k) The possibility of unscheduled, unexpected or accidental events and the degree of risk these could cause to humans, the Wastewater System, the Sewage Treatment Process and the environment;
- (l) Consideration for other existing or future discharges;

- (m) Amenability of the Trade Waste to Pre-treatment;
- (n) Existing Pre-treatment works on the Premises and the potential for their future use;
- (o) The use of Cleaner Production techniques and waste minimisation practices;
- (p) Requirements and limitations related to Sewage Sludge disposal and reuse;
- (q) The Control of Stormwater;
- (r) The Management Plan if any; and
- (s) Tankered Waste being discharged at an Approved location/s.

### **3.7 Conditions of trade waste consent**

Any Consent to discharge may be granted subject to such conditions that the WWA may impose, including but not limited to:

- (a) The particular public Sewer or Sewers to which the discharge will be made;
- (b) The maximum daily volume of the discharge and the maximum rate of discharge, and the duration of maximum discharge;
- (c) The maximum limit or permissible range of any specified Characteristics of the discharge, including concentrations and/or Mass Limits;
- (d) The period or periods of the day during which the discharge, or a particular concentration, or volume of discharge may be made;
- (e) The degree of acidity, or alkalinity of the discharge at the time of discharge;
- (f) The temperature of the Trade Waste at the time of discharge;
- (g) The provision by, or for the Consent Holder, at the Consent Holder's expense, of screens, grease traps, silt traps or other Pre-treatment works to control Trade Waste discharge Characteristics to the consented levels;
- (h) The provision and maintenance at the Consent Holder's expense of inspection chambers, manholes or other apparatus or devices to provide reasonable access to drains for sampling and inspection;
- (i) The provision and maintenance of a sampling, analysis and testing programme and flow measurement requirements, at the Consent Holder's expense;
- (j) The method or methods to be used for measuring flow rates and/or volume and taking samples of the discharge for use in determining the amount of any Trade Waste charges applicable to that discharge;
- (k) The provision and maintenance by, and at the expense of, the Consent Holder of such meters or devices as may be required to measure the volume or flow rate of any Trade Waste being discharged from the Premises, and for the testing of such meters;



- (l) The provision and maintenance, at the Consent Holder's expense of such services, (whether electricity, water or compressed air or otherwise), which may be required, in order to operate meters and similar devices;
- (m) At times specified, the provision in a WWA Approved format by the Consent Holder to the WWA of all flow and/or volume records and results of analyses (including Pre-treatment by-products e.g. Sewage Sludge disposal);
- (n) The provision and implementation of a Management Plan;
- (o) A risk assessment of damage to the environment due to an accidental discharge of a chemical;
- (p) Waste minimisation and management;
- (q) Cleaner Production techniques;
- (r) Remote control of discharges;
- (s) Third party treatment, carriage, discharge or disposal of by-products of Pre-treatment of Trade Waste (including Sewage Sludge disposal);
- (t) the provision of a bond or insurance in favour of the WWA where failure to comply with the Consent could result in damage to the WWA's Wastewater System, its treatment plants, or could result in the WWA being in breach of any statutory obligation; and
- (u) Remote monitoring of discharges.

## **3.8 Duration**

### **3.8.1 Permitted discharges**

Permitted Discharges remain in force indefinitely until:

- (a) Cancellation under 2.1.3 or 3.10; or
- (b) The quantity and nature of the discharge changes significantly; or
- (c) In the opinion of the WWA the discharge changes or is likely to change to such an extent that it becomes a Conditional or Prohibited Trade Waste; or
- (d) The WWA changes the Trade Waste management procedures by implementation of changed Trade Wastes Bylaw conditions or any amendment to, or replacement of, its Trade Wastes Bylaw; or
- (e) The conditions on resource consents for the Wastewater System and the residuals from it change; or
- (f) The circumstances in clause 6.2 apply.

In all cases, after appropriate consultation, the Person discharging must apply within 10 Working Days of this change occurring for a conditional Consent, in accordance with clause 3.2 of this bylaw. This application must be approved prior to the occurrence of any new discharge.

### 3.8.2 Conditional consents

Subject to clauses 3.10 and 6.1 conditional Consents under this bylaw expire at the end of a term not exceeding two years, except –

(a) Conditional Consents may be given for a term not exceeding five years to a Consent Holder who at the time of application satisfies the WWA that:

(i) The nature of the trade activity, or the process design and/or management of the Premises are such that the Consent Holder has a demonstrated ability to meet the conditions of the Consent during its term; and/or

(ii) Cleaner Production techniques are successfully being utilised, or that a responsible investment in Cleaner Production equipment or techniques is being made; and/or

(iii) Significant investment in effective Pre-treatment facilities has been made, such that a longer period of certainty for the amortizing of this investment is considered reasonable; and/or

(iv) The reissuing of a consent can not be unreasonably withheld.

Notwithstanding the above the WWA retains the right to review the conditions at an earlier time. The reasons for such an earlier review could include –

(A) The level of Consent Holder compliance, including any accidents including spills or process mishaps.

(B) Matters pertaining to the WWA's resource consents for the Wastewater System.

(C) Matters pertaining to the WWA's environmental policies and outcomes.

(D) New control and treatment technologies and processes.

(E) Any of the matters outlined in section 4.

(F) Matters pertaining to the WWA's legal obligations.

(b) In all cases where either the Consent Holder or the owner of the Premises changes, or there is a change of use, a new application for a Conditional Trade Waste Consent must be made. It is the responsibility of the Consent Holder to lodge the new application. Approval of a Trade Waste Consent on change of ownership of the Premises must not be unreasonably withheld if the Characteristics of the Trade Waste remain unchanged; and

(c) The conditions on resource consents for the Wastewater System and the residuals from it change.

### **3.9 Technical review and variation**

#### **3.9.1 Amend or modify specifications**

The Council may from time to time by resolution, amend or modify specifications of both permitted and/or prohibited waste identified in the Western Bay of Plenty District Council Terms and Conditions for the Acceptance of Wastewater Drainage. Where those amendments will have minor effect, any such specification must be deemed to be so amended as from a date specified in that resolution.

#### **3.9.2 Power to require application**

The WWA at any time may require a Person undertaking a Permitted Discharge to apply for a Consent in accordance with 3.2.

#### **3.9.3 Vary conditions - WWA**

The WWA may at any time during the term of a Trade Waste Consent, by written notice to the Consent Holder (following a reasonable period of consultation), vary any condition to such an extent as the WWA considers necessary following a review of the technical issues considered when setting conditions of Consent. This may be due to new information becoming available or to meet any new resource consent imposed on the discharge from the WWA's treatment plant, or to comply with any other legal requirements imposed on the WWA.

#### **3.9.4 Vary conditions – Consent Holder**

A Consent Holder may at any time during the term of a consent, by written application to the WWA, seek to vary any condition of Consent.

#### **3.9.5 Lapse of consent**

Where the effect of any amendments made under Clause 3.9.1 to any specification of prohibited waste would render the discharge of trade wastes of a kind previously discharged with consent of the Council unlawful, that consent is deemed to lapse 28 days after the coming into operation of the amendment.

### **3.10 Cancellation of the right to discharge**

#### **3.10.1 Suspension or cancellation on notice**

The WWA may in writing suspend or cancel any Consent or right to discharge at any time following 20 Working Days' notice to the Consent Holder or Person discharging any Trade Waste (during which consultation has occurred) –

- (a) For the failure to comply with any condition of the Consent; or
- (b) For the failure to maintain effective control over the discharge; or

- (c) For the failure to limit in accordance with the requirements of a Consent the volume, nature, or composition of Trade Waste being discharged; or
- (d) In the event of any negligence which, in the opinion of the WWA, threatens the safety of, or threatens to cause damage to any part of the Sewer System or the treatment plant or threatens the health or safety of any Person; or
- (e) If any occurrence happens that, in the opinion of the WWA, poses a serious threat to the environment; or
- (f) In the event of any breach of a resource consent held by the Council issued under the Resource Management Act 1991; or
- (g) For the failure to provide and when appropriate update a Management Plan as required for a conditional Consent; or
- (h) For the failure to follow the Management Plan provisions at the time of an unexpected, unscheduled or accidental occurrence; or
- (i) For the failure to pay any charges under this bylaw; or
- (j) If any other circumstances arise which, in the opinion of the WWA, render it necessary in the public interest to cancel the right to discharge.

If, in the opinion of WWA, any process changes require more than 20 Working Days, reasonable time may be given to comply with the Consent conditions.

### **3.10.2 Immediate cancellation**

Further to clause 3.10.1 any Trade Waste Consent or discharge may at any time be immediately cancelled by the WWA on giving to the Consent Holder or Person discharging written notice of immediate cancellation if –

- (a) They discharge any Prohibited substance;
- (b) The WWA is lawfully directed to withdraw or otherwise to terminate the Consent immediately;
- (c) They discharge any Trade Waste unlawfully;
- (d) The continuance of discharge is, in the opinion of the WWA, a threat to the environment or public health;
- (e) The continuance of discharge may, in the opinion of the WWA, result in a breach of a resource Consent held by the WWA; or
- (f) In the opinion of the WWA the continuance of the discharge puts at risk the ability of the WWA to comply with conditions of a resource Consent and/or requires identified additional treatment measures or costs to seek to avoid a breach of any such resource Consent.

## 4. Trade Waste Approval Criteria

### 4.1 Pre-treatment

The WWA may approve a Trade Waste consent discharge subject to the provision of appropriate Pre-treatment systems to enable the Person discharging to comply with the bylaw. Such Pre-treatment systems must be provided, operated and maintained by the Person discharging at their expense.

The Person discharging must not, unless approved by the WWA, add or permit the addition of any potable water or, Condensing or Cooling Water, or Stormwater to any Trade Waste stream in order to vary the level of any Characteristics of the waste.

NOTE – Condensing or Cooling Water may not be discharged as of right to a Stormwater drain or natural waterway without the Consent of the appropriate authority.

### 4.2 Mass limits

A Conditional Trade Waste Consent to discharge may impose controls on a Trade Waste discharge by specifying Mass Limits for any Characteristic.

Any Characteristic permitted by Mass Limit will also have its Maximum Concentration limited to the value scheduled unless approved otherwise.

When setting Mass Limit allocations for a particular Characteristic the WWA will consider –

- (a) The operational requirements of and risk to the Wastewater System, and risks to occupational health and safety, public health, and the ultimate receiving environment;
- (b) Whether or not the levels proposed pose a threat to the planned or actual beneficial reuse of Biosolids or Sewage Sludge;
- (c) Conditions in the Wastewater System near the Trade Waste discharge point and elsewhere in the Wastewater System;
- (d) The extent to which the available industrial capacity was used in the last financial period and is expected to be used in the forthcoming period;
- (e) Whether or not the applicant uses Cleaner Production techniques within a period satisfactory to the WWA;
- (f) Whether or not there is any net benefit to be gained by the increase of one Characteristic concurrently with the decrease of another to justify any increased application for industrial capacity;
- (g) Any requirements of the WWA to reduce the pollutant discharge of the Wastewater System;

(h) How great a proportion the mass flow of a Characteristic of the discharge will be of the total mass flow of that Characteristic in the Wastewater System;

(i) The total mass of the Characteristic allowable in the Wastewater System, and the proportion (if any) to be reserved for future allocations; and

(j) Whether or not there is an interaction with other Characteristics which increases or decreases the effect of either Characteristic on the Sewer reticulation, treatment process, or receiving water (or land).

## **5. Sampling, Testing and Monitoring**

### **5.1 Flow metering**

#### **5.1.1 Measurement**

Flow metering may be required by the WWA –

(a) On discharges when there is not a reasonable relationship between a metered water supply to the Premises and the discharge of Trade Waste; or

(b) When the WWA will not approve a method of flow estimation; or

(c) When the discharge represents a significant proportion of the total flow/load received by the WWA.

#### **5.1.2 Operations and Maintenance**

The Consent Holder is responsible for the supply, installation, reading and maintenance of any meter required by the WWA for the measurement of the rate or quantity of discharge of Trade Waste. These devices are subject to the Approval of the WWA, but remain the property of the Consent Holder.

#### **5.1.3 Records**

Records of flow and/or volume must be available for viewing at any time by the WWA, and must be submitted to the WWA at prescribed intervals by the Consent Holder in a format Approved by the WWA.

#### **5.1.4 Location of Meter**

Meters must be located in a position approved by the WWA which provides the required degree of accuracy and should be readily accessible for reading and maintenance. The meters must be located in the correct position according to the manufacturer's installation instructions.

#### **5.1.5 Calibration of Meter**

The Consent Holder must arrange for in situ calibration of the flow metering equipment and instrumentation by a Person and method approved by the WWA upon installation and at least once a year thereafter to ensure its

performance. The meter accuracy should be  $\pm 10\%$  but with no greater a deviation from the previous meter calibration of  $\pm 5\%$ . A copy of independent certification of each calibration result must be submitted to the WWA.

### **5.1.6 Adjustments**

If any meter, after being calibrated, is found to have an error greater than that specified in 5.1.5 as a repeatable measurement, the WWA may make an adjustment in accordance with the results shown by such tests back-dated for a period at the discretion of the WWA but not exceeding 12 months, and the Consent Holder must pay or be credited a greater or lesser amount according to such adjustment.

## **5.2 Estimating discharge**

### **5.2.1 General**

Where no meter or similar apparatus is warranted, the WWA may require that a percentage of the water supplied to the Premises (or other such basis as seems reasonable) be used for estimating the rate or quantity of flow for the purposes of charging.

### **5.2.2 Estimate**

If any meter is out of repair or ceases to register, or be removed, the WWA will estimate the discharge for the period since the previous reading of such meter, (based on the average of the previous 12 months charged to the Person discharging) and the Person discharging must pay according to that estimate. Provided that when by reason of a large variation of discharge due to seasonal or other causes, the average of the previous 12 months would be an unreasonable estimate of the discharge, then the WWA may take into consideration other evidence for the purpose of arriving at a reasonable estimate, and the Person discharging must pay according to such an estimate.

### **5.2.3 Tampering**

Where in the opinion of the WWA, a meter has been tampered with, the WWA (without prejudice to the other remedies available) may declare the reading void and estimate the discharge as provided in clauses 5.2.1 and 5.2.2.

## **5.3 Sampling and analysis**

### **5.3.1 General**

As determined by the WWA sampling, testing and monitoring may be undertaken to determine if –

- (a) A discharge complies with the provisions of this bylaw; or
- (b) A discharge is to be classified as a Permitted, Conditional, or Prohibited, refer to clause 3.1; or

- (c) A discharge complies with the provisions of the First Schedule of the Western Bay of Plenty District Council Terms and Conditions for the Acceptance of Wastewater Drainage for Permitted Discharge and any Consent to discharge; or
- (d) Trade Waste Consent charges are applicable to that discharge.

### **5.3.2 Monitoring Costs**

The taking, preservation, transportation and analysis of the sample must be undertaken by an Authorised Officer or agent of the WWA, or the Person discharging in accordance with accepted industry standard methods, or by a method specifically approved by the WWA. The Person discharging is responsible for all reasonable costs. Where a dispute arises as to the validity of the methods or procedures used for sampling or analysis, the dispute may be submitted to a mutually agreed independent arbitrator.

### **5.3.3 Entry to Premises**

All Authorised Officers of the Council, may in accordance with the powers of entry under the LGA, enter any Premises believed to be discharging Trade Waste in order to determine any characteristics of any actual or potential discharge, and to ensure compliance with this Bylaw and any Consent, by –

- (a) Taking readings and measurements;
- (b) Carrying out an inspection; and/or
- (c) Taking samples for testing, of any solid, liquid, or gaseous material or any combination or mixture of such materials being discharged.

Authorisation for entry to Premises is given under the LGA and entry must be in compliance with the health and safety policies of that particular site.

## **5.4 Monitoring**

### **5.4.1 Monitoring for compliance**

The WWA is entitled to monitor and audit any Trade Waste discharge for compliance with a Consent or the Contents of this Bylaw. Whether for a Permitted Discharge or a conditional Consent discharge monitoring may be carried out as follows –

- (a) The WWA or its authorised agent will take the sample and arrange for this sample to be analysed in an approved laboratory by agreed/approved analytical methods;
- (b) The sampling procedure will be appropriate to the Trade Waste and the analysis;
- (c) Where the Occupier has provided a meter, monitoring equipment or other apparatus for measuring the volume or composition of trade wastes passing into a sewer due regard must be had by the Council in making a



composite sample, or when they are arriving at the average value from separate samples, for differences in the volume of trade wastes at the time of taking of separate samples.

(d) Where a dispute arises as to whether the methods or procedures used were those appropriate to the circumstances, the question must, if the Occupier so requires in writing, be submitted by the Council to any independent analysis with IANZ accreditation whose ruling is final.

(e) The WWA will audit the sampling and analysis carried out by a self-monitoring Trade Waste discharger. Analysis will be performed by an Approved laboratory. Inter-laboratory checks are to be part of this process;

(f) The WWA will audit the sampling and analysis carried out by an Analyst. Analysis will be performed by an Approved laboratory. Inter-laboratory checks are to be part of this process; and

(g) The WWA will audit the Trade Waste Consent conditions including any Management Plans.

At the discretion of the WWA all costs of monitoring must be met by the discharger either through direct payment to the laboratory or to the WWA.

#### **5.4.2 Sampling methodology**

Unless otherwise instructed, where practicable, a series of not less than three samples must be taken, the total number of samples and the times at which the same are taken, must be such as in the opinion of the Authorised Officer are necessary having regard to possible fluctuations in strength and volume of the trade wastes.

Separate determinations may be made in respect of each sample or a single determination made from a composite of all such samples.

Where the Authorised Officer causes a sample or series of samples to be taken of any trade wastes the sample or series must be taken by the Authorised Officer and the Authorised Officer must as soon as practicable and after taking a series of samples, notify the Occupier in writing of the Authorised Officer's intention to have the sample analysed.

(a) One portion of the sample goes to the Trade Waste discharger for appropriate analysis and/or storage;

(b) A second portion of the sample will be analysed at a laboratory Approved by the WWA;

(c) A third portion of the sample is retained by the WWA for 20 Working Days, for additional analysis if required.

Due consideration will be applied to any changes that could occur in retained Trade Waste samples and provisions to mitigate against changes will be adopted where practicable.

In all cases the samples must be handled in an appropriate manner such that the characteristics being tested for are, as far as reasonably possible, preserved.

All samples must be preserved, handled, transported and delivered to an approved laboratory according to best possible practice and Approved standards.

Council may, if so requested by the Occupier concerned, supply, without charge for doing so, a copy of the analysis to the Occupier.

## **5.5 Tankered Wastes**

**5.5.1** Tankered Wastes must not be discharged into the WWA's Wastewater System by any Person or Consent Holder except in compliance with the Liquid and Hazardous Wastes Code of Practice.

**5.5.2** At its sole discretion, the WWA may accept Tankered Wastes for discharge at an Approved location. Tankered Wastes must:

(a) Be transported by the holder of a Consent to discharge domestic septic tank or industrial wastes;

(b) Have material safety data sheets (MSDS) supplied to the WWA detailing the contents of a waste;

(c) Be tested to determine their character if the contents of the waste are not known. Specialist advice on Pre-treatment or acceptance may be required. The cost of all testing and advice will be borne by the Consent Holder; and

(d) Not be picked up and transported to the disposal site until appropriate arrangements and method for disposal have been determined by the WWA.

**5.5.3** To prevent cross-contamination between tanker loads, the tanker must be thoroughly washed prior to collecting a load for disposal into the Wastewater System.

**5.5.4** 24 hours notice must be given in writing for the disposal of wastes other than those sourced from domestic septic tanks.

**5.5.5** Any Person illegally disposing of, or causing to be disposed, Tankered Waste either by incorrect disclosure of contents (Characteristics and/or amount) or dumping into the WWA's Wastewater System other than at the prescribed location will be in breach of the bylaw.

## **5.6 Disinfected/super chlorinated water**

Any water used during the repair and construction of water mains must be de-chlorinated prior to the discharge into the Wastewater System. Application for a Temporary Discharge Consent must be made. Such water must not be

disposed of to Stormwater or adjacent water courses without appropriate approvals.

## **6. Bylaw Administration**

### **6.1 Review of decisions**

If any Person is dissatisfied with any decision by the WWA made under this bylaw, that Person may, by written notice delivered to the Chief Executive of the Council not later than 20 Working Days after the decision by the Authorised Officer is served on that Person, request the Chief Executive to review any such decision.

The decision of the Chief Executive is final.

### **6.2 Accidents and non-compliance**

The Person discharging must inform the WWA immediately on discovery of any accident including spills or process mishaps which may cause a breach of this bylaw.

In the event of any accident occurring when the Person holds a conditional Consent, then the WWA may review the Consent under clause 3.9 or may require the Consent Holder, within 20 Working Days of the date such requirement is notified to the Consent Holder in writing, to review the Contingency Management Procedures and, if there is one, re-submit for Approval the Management Plan with the WWA.

In the event of an accident occurring on the Premises of a Permitted Discharge, the WWA may require the Person discharging to apply for a conditional Consent.

### **6.3 Charges and payments**

#### **6.3.1 Charges**

If this Bylaw provides for the Council to issue a certificate, permit, or consent or give its authority or approval for anything, or carry out an inspection or other service, the Council may require the payment of a fee,

Any such fee must be prescribed by Council under section 150 of LGA.

Fees may differ for any class of certificate, permit, consent, authority, approval or licence.

Fees and charges are to be set at a level to cover the costs of licensing, administration and enforcement of the bylaw, and, where applicable, to recover the full costs associated with treatment of Trade Wastes and its impact on the wastewater system.

### **6.3.2 Invoicing**

All charges determined in accordance with 6.3.1 will be invoiced. The invoice will provide each Person discharging with a copy of the information and, where applicable, the calculations used to determine the extent of any charges and fees due in regard to a discharge.

### **6.3.3 Cease to discharge**

The Person discharging is deemed to be continuing the discharge of Trade Waste and will be liable for all charges, until notice of Disconnection is given.

### **6.3.4 Failure to pay**

All fees and charges payable under this bylaw are recoverable as a debt. If the Person discharging fails to pay any fees and charges under this bylaw the WWA may cancel the right to discharge in accordance with clause 3.10.

### **6.3.5 Recovery of costs**

The WWA may recover costs under the LGA relating to s.150 and s.151, wilful damage or negligent behaviour (s.175) and remedying damage arising from breach of bylaw (s.176).

## **6.4 Authorised officers**

All Authorised Officers of the Council, or other Persons authorised under s. 174 or s. 177 or paragraph 32 of schedule 7 of the LGA, must possess and produce on request warrants of authority and evidence of identity.

Any Authorised Officers may, in accordance with the powers of entry under the LGA, enter any Premises believed to be discharging Trade Wastes to determine any Characteristic of any discharge, and to ensure compliance with this Bylaw and any Consent, by –

- (a) Taking readings and measurements; or
- (b) Taking samples or any solids, liquids or gaseous material or any combination or mixtures of such materials being discharged; or
- (c) Observing accidental occurrences and clean-up.

Authorisation for entry to Premises is given under the LGA and entry must be in compliance with the health and safety policies of that particular site.

## **6.5 Transfer or termination of rights and responsibilities**

### **6.5.1 General**

A Trade Waste Consent to discharge will be issued in the name of the given Consent Holder. The Consent Holder must not, unless written approval is obtained from the WWA –

- (a) Transfer to any other party the rights and responsibilities provided for under this bylaw, and under the Consent;
- (b) Allow a Point of Discharge to serve another Premises, or the Private Drain to that point to extend by pipe or any other means to serve another Premises; or
- (c) In particular and not in limitation of the above, allow Sewage from any other party to be discharged at their Point of Discharge.

NOTE – This clause does not relate to Permitted Discharges.

### **6.5.2 Disconnection**

The Person discharging must give 48 hours notice in writing to the WWA of their requirement for Disconnection of the discharge connection and/or termination of the discharge Consent, except where demolition or relaying of the discharge drain is required, in which case the notice must be within seven Working Days. The Person discharging must notify the WWA of the new address details for final invoicing.

On permanent Disconnection and/or termination the Person discharging may at the WWA's discretion be liable for Trade Waste charges to the end of the current charging period.

### **6.5.3 Cease to Occupy Premises**

When a Person discharging ceases to occupy Premises from which Trade Wastes are discharged into the Wastewater System any Consent granted is terminated but without relieving the Person discharging from any obligations existing at the date of termination.

## **6.6 Offences**

Every Person discharging or Consent Holder or owner or Occupier of Trade Premises who –

- (a) Fails to comply with or acts in contravention of any provision of this bylaw; or
- (b) Breaches the conditions of any Consent to discharge granted pursuant to this bylaw; or
- (c) Fails to comply with a notice served under this bylaw.

Commits an offence under s. 239 of the LGA, and is liable to a fine as specified in s. 242 of the LGA.

In all cases the Council may recover costs associated with damage to the WWA Wastewater System and/ or breach of this bylaw in accordance with s. 175 and s. 176 of the LGA respectively.

## **6.7 Transitional provisions**

### **6.7.1 Applications**

Any application for a Consent to discharge Trade Waste made under the Trade Wastes Bylaw 2008 for which a Consent has not been granted at the time of this new bylaw coming into force is deemed to be an application made under clause 3.2 of this bylaw.