

Consent to Discharge Industrial Trade Wastewater

SYDNEY WATER CORPORATION

and

NO FUSS LIQUID WASTE PTY LTD
A.C.N. 137 128 879

ACTIVITY: AQUEOUS WASTE TREATMENT DEPOT (GE07)

RISK INDEX: 04

CONDITIONAL

CONSENT NO: 34191

CONNECTION NO: 2

PROPERTY NUMBER: 4633308

This **CONSENT** is made on
Executed for and on behalf of
Sydney Water Corporation

day: month: year:

By

.....
(Signature)

Wes Douglass
Manager, Commercial and Industrial Customer Services

In the presence of:

Witness

.....
(Signature)

.....
(Print name of witness)

Executed for and on behalf of
the Customer:

By

.....
(Signature)

.....
(Print name and position of person signing)
who warrants s/he has sufficient authority to execute this consent.

In the presence of:

Witness

.....
(Signature)

.....
(Print name of witness)

This consent must be executed by the Customer prior to execution by Sydney Water and submitted by the Customer to Sydney Water for its consideration. Submission of a consent executed by the Customer under no circumstances obliges Sydney Water to enter into or complete the consent. Submission of an executed consent by the Customer constitutes an application for a consent which Sydney Water may in its reasonable discretion reject, or with the consent of the Customer modify any of the proposed terms thereof.

DRAFT

SCHEDULE 1
(SUBJECT TO PUBLIC DISCLOSURE)

TRADE WASTEWATER WHICH MAY BE DISCHARGED

1. Trade wastewater substances

- (a) The Customer may discharge trade wastewater into the Sewer in a manner whereby the substance characteristics of the trade wastewater are of a type and discharged at a rate, level or concentration equal to or less than that described in this schedule.
- (b) The Customer must not discharge trade wastewater into the Sewer in a manner whereby the trade wastewater discharged,
- (i) contains, possesses or produces a substance characteristic not provided in, or which may be determined as being contrary to that described in this schedule.
 - (ii) is at or of a rate, level, or concentration not provided in, or which may be determined as being contrary to, that described in this schedule.

SUBSTANCE	LTADM (kg/day)	MDM (kg/day)	Standard (mg/L)
Ammonia (As N)	1.06250	10.00000	100.000
Biochemical Oxygen Demand	12.00000	60.00000	
Suspended Solids	6.46660	60.00000	600.000
Total Dissolved Solids	10.00000	50.00000	500.000
Grease	2.08000	20.00000	200.000
Sulphate	29.00000	200.00000	2000.000
Aluminium	1.00666	10.00000	100.000
Arsenic	0.01002	0.10000	1.000
Barium	0.05466	0.50000	5.000
Boron	1.03332	10.00000	100.000
Cadmium	0.01076	0.10000	1.000
Chromium	0.03008	0.30000	3.000
Volatile Halocarbons	0.01092	0.10000	1.000
Chlorinated Phenolics	0.00084	0.00500	0.050
Copper	0.05052	0.50000	5.000
Cyanide - Labile	0.01126	0.10000	1.000
Formaldehyde	0.30384	3.00000	30.000
Iron	0.52332	5.00000	50.000
Lead	0.02020	0.20000	2.000
Manganese	0.10066	1.00000	10.000
Mercury	0.00030	0.00300	0.030
Nickel	0.03200	0.30000	3.000
Nitrogen	0.66666	15.00000	150.000
Phosphorus	1.00000	5.00000	50.000
Phenolic Compounds	0.01080	0.10000	1.000
Selenium	0.02460	0.50000	5.000
Silver	0.10000	0.50000	5.000
Sulphide	0.01080	0.50000	5.000
Sulphite	0.25000	5.00000	50.000
Tin	0.00040	1.00000	10.000
Zinc	0.05150	0.50000	5.000
Total Polynuclear Aromatic Hydrocarbons	0.10000	0.50000	5.000
Petroleum Hydrocarbons – Flammable (C6-C9)			10.000
Benzene			0.100
Ethyl Benzene			1.000
M-Xylene (1,3 Dimethyl Benzene)			1.000
O-Xylene (1,2 Dimethyl Benzene)			1.000
Toluene			0.500

RECONCILIATION PROCEDURES:

LONG TERM AVERAGE DAILY MASS:

The Long Term Average Daily Mass is a twelve month arithmetic average of ALL daily mass discharges as calculated for each composite sample. The Daily Mass discharged is to be calculated for each of the above substances, and checked against the above Long Term Average Daily Mass (kg/day) on the basis of average concentrations of substances discharged (mg/L) over any 24 hour period as determined from composite samples, obtained by either the Customer (in accordance with Schedule 2) or Sydney Water, or a combination of sample results by both.

This average concentration (mg/L) is to be multiplied by the total discharge (kL) as recorded by the Customer's discharge flow meter over the 24 hour period in order to calculate the Daily Mass of substances discharged (kg). Exceeding the Long Term Average Daily Mass does not constitute a Breach, but may incur a Critical Mass Charge as detailed in Schedule 3.

ACCEPTANCE STANDARD:

The Composite Sample Concentration is to be determined for each of the above substances, and checked against the above Acceptance Standard (mg/L) for each sample obtained. Exceeding the Acceptance Standard constitutes a Breach and will also incur an increased Quality Charge as detailed in Schedule 3.

The Discrete Sample Concentration is to be determined for each of the substances identified at Schedule 2, 2 (b) and checked against the above Acceptance Standard (mg/L) for each sample obtained. Exceeding the Acceptance Standard constitutes a Breach.

MAXIMUM DAILY MASS:

The Daily Mass discharged is to be calculated for each of the above substances, and checked against the above Maximum Daily Mass (kg/day) on the basis of average concentrations of substances discharged (mg/L) over any 24 hour period as determined from composite samples, obtained by either the Customer (in accordance with Schedule 2) or Sydney Water, or a combination of sample results by both.

This average concentration (mg/L) is to be multiplied by the total discharge (kL) as recorded by the Customer's discharge flow meter over the 24 hour period in order to calculate the Daily Mass of substances discharged (kg). Exceeding the Maximum Daily Mass constitutes a Breach.

2. The trade wastewater discharged must at all times have the following properties:

- | | |
|----------------------------------|---|
| Temperature | - Not to exceed 38 degrees Celsius. |
| Colour | - Determined on a system specific basis |
| pH | - Within the range 7.0 to 10.0. |
| Fibrous material | - None which could cause an obstruction to Sydney Water's sewerage system. |
| Gross solids (other than faecal) | - A maximum linear dimension of less than 20 mm, a maximum cross section dimension of 6 mm, and a quiescent settling velocity of less than 3 m/h. |
| Flammability | - Where flammable and/or explosive substances may be present, the Customer must demonstrate to the satisfaction of Sydney Water that there is no possibility of explosions or fires occurring in the sewerage system. The flammability of the discharge must never exceed 5% of the Lower Explosive Limit (LEL) at 25° Celsius. |

3. Rate of discharge of waste to sewer:

- Instantaneous maximum rate of gravitated discharge 4 litres per second
- Maximum daily discharge 100.0 kilolitres
- Average daily discharge 20.0 kilolitres

RECONCILIATION PROCEDURE:

The data obtained from applying these procedures is to be checked by the interface of a chart recorder to the Customer's flow metering equipment, or by the installation of flow metering equipment by Sydney Water, for a minimum of 7 days.

SCHEDULE 2
(SUBJECT TO PUBLIC DISCLOSURE)

SAMPLING, ANALYSIS, FLOW RATES AND VOLUME DETERMINATION

1. The Customer must provide and make available for the purpose of sampling and analysis;
 - (a) Sampling point located at pretreatment discharge excluding domestic sewage prior to the point of connection to the Sewer.
 - (b) Equipment necessary to allow collection of composite automatic samples on either a flow proportional or a time basis.
2. The Customer is to undertake collection and analysis of samples in accordance with the schedule detailed below:

- (a) Composite samples are to be obtained:
 - (i) over one full production day by combining equal volumes taken at 1 kilolitre intervals. The volumes are to be such that at least 5,000 millilitres are obtained over the full day. The reading of the Flowmeter meter is to be obtained at the commencement and conclusion of the sampling day.
 - (ii) on 3 January 2010 and every 8 days thereafter. If trade wastewater is not discharged on this day, then the sample is to be taken on the next day that trade wastewater is discharged. Trade wastewater includes all non-domestic wastewater discharged to sewer from the premises, including cleaning waste.
- (b) Discrete samples are to be obtained as detailed below, and analysed according to the procedures and methods specified in Sydney Water's published analytical methods, to determine the concentrations or levels of the following substance characteristics:

pH	at the start and finish of each sample day
Benzene	at the finish of each sample day
Ethyl Benzene	at the finish of each sample day
M-Xylene (1,3 Dimethyl Benzene)	at the finish of each sample day
O-Xylene (1,2 Dimethyl Benzene)	at the finish of each sample day
Toluene	At the finish of each sample day
Petroleum Hydrocarbons – flammable (C6-C9)	at the finish of each sample day

- (c) Composite samples are to be analysed according to the procedures and methods specified in Sydney Water's published analytical methods, or methods otherwise agreed to and detailed hereunder, to determine the concentrations or levels of the following substance characteristics

Ammonia (As N)
Biochemical Oxygen Demand
Suspended Solids
Total Dissolved Solids
Grease
Sulphate
Aluminium
Arsenic
Barium
Boron
Cadmium
Chromium
Volatile Halocarbons
Chlorinated Phenolics
Copper
Cyanide - Labile
Formaldehyde
Iron

Lead
Manganese
Mercury
Nickel
Nitrogen
Phosphorus
Phenolic Compounds
Selenium
Silver
Sulphide
Sulphite
Tin
Zinc
Total Polynuclear Aromatic Hydrocarbons

- (d) The Customer, or the laboratory contracted by the customer, is to submit results of analyses to Sydney Water within 21 days from the date the sample was taken. All analysis results are to be submitted on the sample analysis report provided as appendices 1 and 2 to this Consent OR in such format as may be specified from time to time by Sydney Water.
- (e) All data requested on the sample analysis report must be provided.
- (f) Sydney Water must be notified in writing within 7 days of;
- (i) any failure to obtain samples in accordance with the provisions of Schedule 2; or
 - (ii) any loss of any analytical data.

Where data is unavailable, lost or not provided, the Quality Charge and Critical Substance Charge, as detailed in Schedule 3, will be assessed on the basis of the highest Composite Sample concentration recorded in the 12 months prior to the date of the missing sample data.

3. The volume of wastewater discharged must be obtained from the reading of the total flow on the Customer's flowmetering system.

The rate of waste discharged is to be obtained by the reading of the instantaneous flow rate indicator on the Customer's flowmetering system, or from any chart recorder interfaced to the Customer's flowmetering system.

The flowmetering system is to be calibrated at least annually at the Customer's expense, by a person or company approved by Sydney Water and a copy of the calibration certificate supplied to Sydney Water within one month of such certificate being received by the Customer.

If the Customer's flowmetering system fails to record data for any period, Sydney Water is to be advised in writing by the Customer within 7 days of any such failure becoming known by the Customer. An estimate of any data not recorded is to be made as follows:

Average of the waste discharged, registered for the four weeks before and/or after the failure to record.

SCHEDULE 3

(SUBJECT TO PUBLIC DISCLOSURE)

PAYMENTS

The charges are effective from 1 January 2010 and will continue until otherwise advised by Sydney Water.

All trade waste fees and charges are subject to CPI adjustments from 1 July each year in accordance with Determination No 5, 2005 made by the Independent Pricing and Regulatory Tribunal (IPART).

1. CHARGES FOR TRADE WASTEWATER DISCHARGE

Sydney Water will conduct a reading of the Customer's discharge meter at approximately 90 day intervals. The volume of trade wastewater discharged for the period since the previous reading will be calculated.

Charges are based on the Daily Mass calculated from composite samples and corresponding meter readings for each sampling day in the billing period, and calculated in accordance with (c), (d), (e), and (f) below. The charge for each sampling day is then multiplied by a flow weighting factor to give a flow weighted charge. The total charge for each substance for the billing period is equal to the sum of the flow weighted charges for the billing period.

Total Charge = the sum of the flow weighted charges for the billing period

Flow Weighted Charge = (charge for all sample days) x (flow weighting factor) and:

Flow Weighting Factor =
$$\frac{(\text{total volume discharged during billing period})}{(\text{sum of volumes discharged during all sample days during billing period})}$$

In this formula volume discharged refers to the volume of trade wastewater discharged.

(a) Mass Discharged:

For each substance, the Mass Discharged is calculated by multiplying the Composite Sample concentration by the Trade Wastewater discharge for that sample day.

(b) Chargeable Tradewaste Mass:

(i) For the following substances, the Chargeable Tradewaste Mass is equal to the Mass Discharged:

SUBSTANCE

Silver
Aluminium
Arsenic
Boron
Barium
Cadmium
Volatile Halocarbons
Formaldehyde
Cyanide - Labile
Chlorinated Phenolics
Chromium
Copper
Iron
Mercury
Manganese
Nickel
Total Polynuclear Aromatic Hydrocarbons
Lead
Phenolic Compounds
Sulphide
Selenium
Tin
Sulphite
Zinc

- (ii) For the following substances, the Chargeable Tradewaste Mass is calculated by subtracting the Equivalent Domestic Mass from the Mass Discharged. The Equivalent Domestic Mass is defined as the Domestic Concentration multiplied by the Trade Wastewater discharge.

SUBSTANCE	DOMESTIC CONCENTRATION mg/L
Ammonia (As N)	35.000
Biochemical Oxygen Demand	230.000
Suspended Solids	200.000
Total Dissolved Solids	450.000
Grease	50.000
Sulphate	50.000
Nitrogen	50.000
Phosphorus	10.000

If the resulting Chargeable Tradewaste Mass is zero or negative, then no Quality or Critical Mass charges will apply for that substance for that sample day.

- (iii) Where a Critical Mass Charge applies, the Chargeable Tradewaste Mass will be reduced in accord with paragraph (d) (iv), below.

(c) Quality Charge:

- (i) For the following substances, the Quality Charge is determined by multiplying the Chargeable Tradewaste Mass by the Rate for that substance:

SUBSTANCE	STANDARD MASS CHARGING RATE \$ per kg
Ammonia (As N)	1.9760
Suspended Solids	0.8450
Total Dissolved Solids	0.0057
Grease	1.1910
Aluminium	0.6640
Arsenic	66.2980
Barium	13.2470
Boron	0.6640
Cadmium	66.2980
Chromium	21.8600
Volatile Halocarbons	66.2980
Chlorinated Phenolics	1326.1480
Copper	13.2470
Cyanide - Labile	66.2980
Formaldehyde	2.1920
Iron	1.3190
Lead	33.1120
Manganese	6.6280
Mercury	2188.1020
Nickel	21.8600
Nitrogen	0.1670
Phosphorus	1.3210
Phenolic Compounds	66.2980
Selenium	13.2470
Silver	13.2470
Sulphide	13.2470
Sulphite	1.3190
Tin	6.6280
Zinc	13.2470
Total Polynuclear Aromatic Hydrocarbons	13.2470

- (ii) For the following substances, the Quality Charge is determined by multiplying the Chargeable Tradewaste Mass by the Rate, where the Rate is a function of the composite sample concentration recorded for that sample day:

DRAFT

SUBSTANCE	STANDARD MASS CHARGING RATE \$ per kg
Biochemical Oxygen Demand	$[[0.66500] + \{[0.01755] \times (\text{BOD} / 600.000)\}]$
Sulphate	$\{[0.13000] \times (\text{SO}_4 / 2000.000)\}$

(d) Critical Mass Charge:

- (i) Where the customer has been notified that a given substance is Critical or Over Capacity and the Mass Discharged is greater than the 1.5 times the Long Term Average Daily Mass (LTADM) for that substance, then the Chargeable Critical Mass is calculated by subtracting 1.5 times LTADM from the Mass Discharged, except where (ii), below, applies.
- (ii) Where the customer has been notified that a given substance is Critical or Over Capacity and the Equivalent Domestic Mass is greater than 1.5 times the LTADM the Chargeable Critical Mass is calculated by subtracting the Equivalent Domestic Mass from the Mass Discharged.
- (iii) Where the customer has been notified that a given substance is Critical or Over Capacity and paragraph (i) or (ii) above applies, the Chargeable Tradewaste Mass calculated in (b), above, will be reduced by the Chargeable Critical Mass.
- (iv) The Critical Mass Charge Rate is a function of the Rate and Mass Discharged and LTADM for that substance:

SUBSTANCE STATUS	CHARGING RATE MULTIPLIER	MASS AFFECTED BY CHARGING RATE MULTIPLIER
Critical	2.00	Mass discharged >1.50 LTADM
Over Capacity	3.00	Mass discharged >1.50 LTADM

- (v) The Critical Mass Charge is the product of the Chargeable Critical Mass, the rate for that substance and the charging rate multiplier.

(e) Concentration Breach Charge:

Where the Composite Sample concentration is greater than the Acceptance Standards specified in Schedule 1 (with the exception of sulphate), any charges calculated in (c) or (d) above will be doubled for that sampling day.

(f) Failure to collect required samples:

Where the Customer fails to collect and analyse samples in accord with this consent the above charges will be assessed on the basis of the highest composite concentrations recorded for any billing period within the previous 12 months and the average daily discharge for the current billing period.

2. CHARGES FOR INSPECTIONS

- (a) If, in the opinion of Sydney Water, it is necessary for a Customer Service Representative to exercise rights under clause 6.1, the Customer will incur no liability for payment for any such exercise unless Customer Service Representative has already exercised rights under clause 6.1 on 13 occasions within a period of one year.
- (b) If it is necessary, in the opinion of Sydney Water, to carry out more than 13 inspections within a period of one year, the additional inspections will be charged. The rate for additional inspections is \$68.05 per hour per Sydney Water employee attending, up to a maximum of two employees, with a minimum charge of \$34.25.
- (c) Any inspection required following up an alleged breach or a default notice will result in a fee payable even if the number of inspections nominated in paragraph 2 (a) has not been exceeded.
- (d) For the purposes of 2 (a) and 2 (b), above, one year is defined as the period from 1 July to 30 June the following year.

3. CHARGES FOR ADMINISTRATION OF TRADEWASTE CONSENT

A consent fee of \$1458.75 per quarter is payable from 1 January 2010.

4. CHARGES FOR VARIATION OR RENEWAL OF TRADEWASTE CONSENT

Where a Variation is made to the Consent a fee of \$327.25 will be payable. There will be no charge for renewal.

5. CHARGES FOR PROCESSING GREASE TRAP WASTE

Charges for processing grease trap waste under the 'Wastesafe' Management System are as follows:

Not applicable

6. PAYMENT OF FEES AND CHARGES

An account will be issued for all fees and charges. Any fees or charges payable by the Customer must be paid by the Customer within 30 days of the receipt by the Customer of the account detailing those fees and charges.

DRAFT

SCHEDULE 4
ADDITIONAL REQUIREMENTS

1. EFFLUENT IMPROVEMENT PROGRAM

N/A

2. WASTE MANAGEMENT PLAN

The existing pre-treatment will result in the generation of 50.0 tonne per annum of waste substances in the form of a sludge containing generally metals. The waste substances are, and will continue to be disposed of, in compliance with the requirements of the Department of Environment and Climate Change.

3. OTHER REQUIREMENTS

L.E.L. METER

The L.E.L. meter is to be calibrated annually to 5% of the L.E.L. of hexane. No discharge to sewer is permitted unless the L.E.L. monitoring system is fully operational.

PRETREATMENT MAINTENANCE

Institute a full clean out of all receival tanks, and the CPI's at least every month.

BUNDING

Fully bund all the oil and solvent storage areas.

DATA RECORDS

A one litre sample of every load received or rejected by the depot must be collected. The sample is to be adequately labelled so as to identify:

- the load number
- the date the sample was collected
- the name of the company bringing the load to the depot
- the registration number of the vehicle that transported the load to the depot
- the name of the person who collected the sample

The sample must be kept in a locked refrigerator for at least a month. The sample must be made available upon request to an officer of Sydney Water and/or the EPA group of the DECC.

This consent only permits the customer to receive J120 loads that contain no more than 10% hydrocarbons.

SCHEDULE 5
APPARATUS, PLANT AND EQUIPMENT

EXISTING:

1. 20,000 litre waste water receiving pit
2. 5 kL/hr oily water separator
3. 15,000 litre settling tank
4. 20 kL/hr DAF unit
5. 2 x 20,000 litre balance tanks
6. 450 litre discharge tank
7. ABB Kent magflow meter
8. LEL meter

PROPOSED: n/a

DRAFT

Sydney Water requires
the schematic drawing
including sizes/pump rates
of all equipment

(A3 size)

SCHEDULE 6
SPECIAL CONDITIONS

1. DANGEROUS DISCHARGES

In this Schedule, the term "may pose a danger to the environment, the Sewer or workers at a sewage treatment plant";

- (a) means an occurrence whereby matter is discharged to the Sewer which either alone or in conjunction with other matter discharged cannot be adequately treated or may cause corrosion or a blockage, explosion or the production of dangerous gases in the Sewer or may adversely affect the operation of a sewer or sewage treatment plant; and
- (b) includes, but not so as to restrict the generality of paragraph (a), matter or substances, which is or are
 - (i) toxic or corrosive;
 - (ii) petroleum hydrocarbons;
 - (iii) heavy metals;
 - (iv) volatile solvents;
 - (v) phenolic compounds;
 - (vi) organic compounds.

2. UNINTENDED DISCHARGES

- (a) For purposes of avoiding unintended discharges to the Sewer or the stormwater drainage system, all matter and substances on the Premises must be processed, handled, moved and stored in a proper and efficient manner.
- (b) Any substance on the Premises which, if discharged to the Sewer, may pose a danger to the environment, the Sewer or workers at a sewage treatment plant or may harm any sewage treatment process must be handled, moved and stored in areas where leaks, spillages or overflows cannot drain by gravity or by automated or other mechanical means to the Sewer or the stormwater drainage system.

3. NOTIFICATION

In the event of a discharge of matter to the sewer that poses or may pose a danger to the environment, the Sewer or workers at a sewage treatment plant the Customer must immediately notify:

(a) 24 HOUR SYDNEY WATER CONTACT TEL: 131 110 FAX: (02) 9822 5688

(b) COMMERCIAL AND INDUSTRIAL CUSTOMER SERVICES

ST. MARYS OFFICE: TEL: (02) 8805 5550 FAX: (02) 8805 5588

COMMERCIAL AND INDUSTRIAL CUSTOMER SERVICES EMERGENCY CONTACT

NORTHERN CATCHMENTS TEL: 0419 461 387

COMMERCIAL AND INDUSTRIAL CUSTOMER SERVICES EMERGENCY CONTACT

ALTERNATE CONTACT TEL: 0448 924 886

4. PROVISION OF SAFE ACCESS

The Customer shall provide safe access to Sydney Water employees visiting the site. In the event that unsafe conditions are identified the Customer must take reasonable steps to correct unsafe conditions and create safe access.

5. ELECTRONIC REPORTING OF SAMPLE ANALYSIS RESULTS

Sydney Water reserves the right to vary this consent to specify the option of reporting by electronic mail as outlined in Schedule 2, 2 (d).

6. CONDITIONAL CONSENT

This conditional consent is valid for 12 months from the date specified in Paragraph 4 of Schedule 7.

The customer must ensure that a minimum 15 samples are provided within the first four months that the customer discharges trade wastewater to sewer and thereafter the customer must sample in accordance with the frequency identified at Schedule 2.

Five months after the discharge commences, and at least one month before the conditional consent expires Sydney Water shall prepare and provide to the customer a consent based on the sample results and other information collected. If the customer does not enter in to a full consent with Sydney Water prior to the expiration of this conditional consent then the customer will be discharging without the written approval of Sydney Water.

SCHEDULE 7

- 1. Premises for which Consent is granted
12 SMITH ST, EMU PLAINS NSW 2750**
- 2. Industrial or other commercial activities for which Consent granted
AQUEOUS WASTE TREATMENT DEPOT (GE07)**
- 3. Discharge point for which Consent granted
BOUNDARY TRAP**
- 4. The date for purposes of clause 3.1 is 1 January 2010**
- 5. The period for purposes of clause 3.2 is 12 months.**
- 6. The receiving Treatment Plant is PENRITH Sewage Treatment Plant**

DRAFT