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RTB/EH

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Sheelagh Laguna

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**PARRAMATTA** NSW 2124

E: [sheelagh.laguna@planning.nsw.gov.au](mailto:sheelagh.laguna@planning.nsw.gov.au)

Dear Sheelagh,

**Re: Yennora Liquid Waste Treatment Plant (SSD-10407) – Outstanding Information**

This letter contains additional information requested in Yennora Liquid Waste Facility - SSD 10407 – based on consultation with DPIE in September, October, and November 2021.

**1. Expansion of the Site's Approved Capacity**

*As the Applicant proposes to increase the approved waste throughput by more than 100 times the existing, it is important there is a clear explanation of how this will be achieved in practice. This will enable the Department, public and agencies to understand how the development will operate going forward, which is a key element in assessing its impacts.*

Project Description

*We note some of the information is available throughout the EIS but this should be provided in a single standalone section which is clear, concise and based on empirical information.*

*A separate table should be provided that clearly shows how the site is currently operating vs the proposed future operation. This table should reference the currently approved activities in DA 2013/351 as well as any structures or activities that have been changed or will change since the Council approval, including those carried out without consent. The table should include:*

- *A summary of the existing and proposed operations including throughput and storage, noting larger storage tanks are proposed*
- *Processing and storage capacity (existing and proposed)*
- *Waste types, including a clear definition of 'liquid food waste'*
- *Construction – this should include details of any demolition and construction e.g. new bunds, rainwater tanks*
- *Plant and equipment including the new shredder, tanks and any other equipment being proposed e.g. forklift for moving IBCs between the two facilities.*

*The project description should include or be supported by a clear justification for the proposed operational changes and contingencies.*

*Describe the justification or need for liquid product / food waste processing.*

**Response:**

The following table provided contains the information requested in the dot points above.

Table 1: Project Description - Existing vs Proposed

| Project Description Item | Existing Approval (DA 2013/351)  | Current Operations  | Proposed Operations   |
|--------------------------|--|---|---|
| Operation Description    | 14 Kiora Crescent, Yennora has approval to process 900 tonnes per annum of liquid waste. The treatment process involves filtration, settling, and dissolved air flotation (DAF). | 14 Kiora Crescent, Yennora is currently processing 40,000 tonnes per annum <sup>1</sup> of liquid waste. The treatment process involves filtration, settling, and dissolved air flotation (DAF).                        | 14 Kiora Crescent, Yennora is seeking approval for processing 100,000 tonnes per annum of liquid waste. The treatment process involves filtration, settling, and dissolved air flotation (DAF).<br><br>16 Kiora Crescent, Yennora is seeking approval for processing 10,000 tonnes of product destruction waste. Including out-of-date liquid product/food waste where bottles are emptied via a shredder which separates the packaging from the liquid. The building will also act as a waste transfer station for waste shoes, clothes, and makeup. |
| Operational Hours        | 7am-7pm Mon – Fri<br>7am-12noon - Sat  | 7am-7pm Mon – Fri<br>7am-12noon - Sat   | 24/7  |
| Storage Capacity         | Quantities unspecified:<br>6 Large tanks of unspecified size shown on the approved plans.<br><br>Maximum 110 tonnes  | Tank 1-4: 25 kL<br>Tank 5: 28 kL<br>Tank 6 : 30 kL<br>Tank 7: 38 kL<br>Tank 8: 15 kL<br>Tank 9-10: 30 kL<br>Tank 11: 50 kL<br>Tank 12-13: 3kL<br>Solid Waste Bins: 8 kL<br>DAF + Box Filters: 9 kL<br><br>Total: 306 kL | Tank 1-4: 25 kL<br>Tank 5-7: 38 kL<br>Tank 8-10: 30 kL<br>Tank 11: 50kL<br>Tank 12-13: 3 kL<br>Solid Waste Bins: 8 kL<br>DAF + Box Filters: 9 kL<br>IBC Storage: 100 kL<br><br>Total:477 kL   |

| Project Description Item   | Existing Approval (DA 2013/351)  | Current Operations   | Proposed Operations   |
|--|--|--|---|
| Maximum Throughput Approved/Sought for Approval                              | Approved:<br>900 tonnes per year   | Approved:<br>900 tonnes per year   | Approval Sought:<br>110,000 tonnes per year   |
| Maximum Theoretical Throughput Capability (based on operational constraints) | Design unspecified   | 14 Kiara Crescent:<br>70,000 tonnes per year   | 14 Kiara Crescent:<br>280,000 tonnes per year<br>16 Kiara Crescent:<br>50,000 tonnes per year   |
| Waste Types Received   | <b>In the originally approved GTAs:</b><br>K110 – Grease trap waste<br>K130 – Sewage sludge and residues including night-soil and septic tank sludge | <b>Currently on EPL:</b><br>Residues from industrial waste treatment/disposal operations – landfill leachates (N205);<br>Liquid waste material in glass, plastic or aluminium containers;<br>Surface active agents (surfactants) containing principally organic constituents and which may contain metals and inorganic materials (M250);<br>Waste oil/hydrocarbons mixtures/emulsions in water (J120);<br>Sewage sludge & residues (K130); and<br>Grease trap waste (K110). | <b>Waste Types Sought:</b><br>Residues from industrial waste treatment/disposal operations – landfill leachates (N205);<br>Liquid waste material in glass, plastic or aluminium containers;<br>Surface active agents (surfactants) containing principally organic constituents and which may contain metals and inorganic materials (M250);<br>Waste oil/hydrocarbons mixtures/emulsions in water (J120);<br>Sewage sludge & residues (K130); and<br>Grease trap waste (K110).<br>Liquid food waste <sup>2</sup><br>Shampoos/Liquid soaps;<br>Clothes and Shoes; and<br>Makeup. |
| Demolition   | N/A  | <b>Demolition already completed:</b><br>Removal of metal shed fronting 14 Kiara Crescent.<br><br>Removal of awning fronting demountable building at 16 Kiara Crescent.   | <b>Demolition required:</b><br>Removal of demountable building at 16 Kiara Crescent.  |

| Project Description Item | Existing Approval (DA 2013/351)   | Current Operations  | Proposed Operations   |
|--------------------------|---|---|---|
| Construction             | <b>Approved Construction:</b><br>Construction of Liquid waste facility at 14 Kiara Crescent Yennora including installation of tanks, DAF, bunding, pipework.  | <b>Additional Construction Completed:</b><br>Installation of biotrickling filter (replacing carbon filters); Site and building bunding at 16 Kiara Crescent; Stormwater pit bungs; Installation of shredder at 16 Kiara Crescent – not in operation | <b>Construction to be competed post approval:</b><br>Upgrades to liquid waste storage tanks; Works to fully seal hardstand area beneath demountable structures at 16 Kiara Crescent; Installation of rainwater tanks. |
| Equipment                | <b>Specified on Approved Plans:</b><br>Sydney Water Sewer Discharge Point<br>Final Filtration Troff. Tanks<br>Bunding<br>First Filtration Troff Tank<br>Enclosed Pit Pump<br>Charcoal Filters with Motors | <b>Existing Equipment:</b><br>Pump;<br>Air Compressor;<br>Forklift (LPG);<br>DAF (liquid);<br>Tanks (liquid);<br>Filter boxes;<br>Biofilters (air);<br>Shredder – not in operation; and<br>Conveyor – not in operation.                             | <b>Proposed Additional Equipment</b><br>Pump;<br>Air Compressor;<br>Forklift (LPG);<br>DAF (liquid);<br>Tanks (liquid);<br>Filter boxes;<br>Biofilters (air);<br>Shredder; and<br>Conveyor.                           |

<sup>1</sup> The site is currently processing approximately 40,000 tonnes per annum; the site does not have approval for processing this quantity and is seeking to regularise this activity through this development application. The site is seeking approval for 100,000 tonnes per annum at 14 Kiara Crescent, 2.5 times the current processing quantities.

<sup>2</sup> Liquid Food Waste for this project is defined as: Substance that is a liquid (flows freely but is of constant volume) that was previously intended for human consumption and does not include dairy products.

**Justification for proposed operational changes and contingencies:**

The existing approval of 900 tonnes per annum is considerably under capacity of what the site is currently able to process. This quantity was sought initially to start the business, as it did not trigger state significant development. The site is currently capable of theoretically processing 70,000 tonnes per year, with no changes to the tank sizes and operational hours. With the increase in storage capacity and operational hours this can be considerably increased. Approval to process 110,000 tonnes per year is sought. The site needs to process more than 900 tonnes per annum to be profitable.

**Justification or need for liquid product/food waste processing:**

Enviro Waste is routinely requested to process liquid product or liquid food waste by customers as liquid waste from juices, soft drink go out of date. There are very few liquid waste facilities in the Sydney metro area that can process this waste, so the demand is high.



Process description

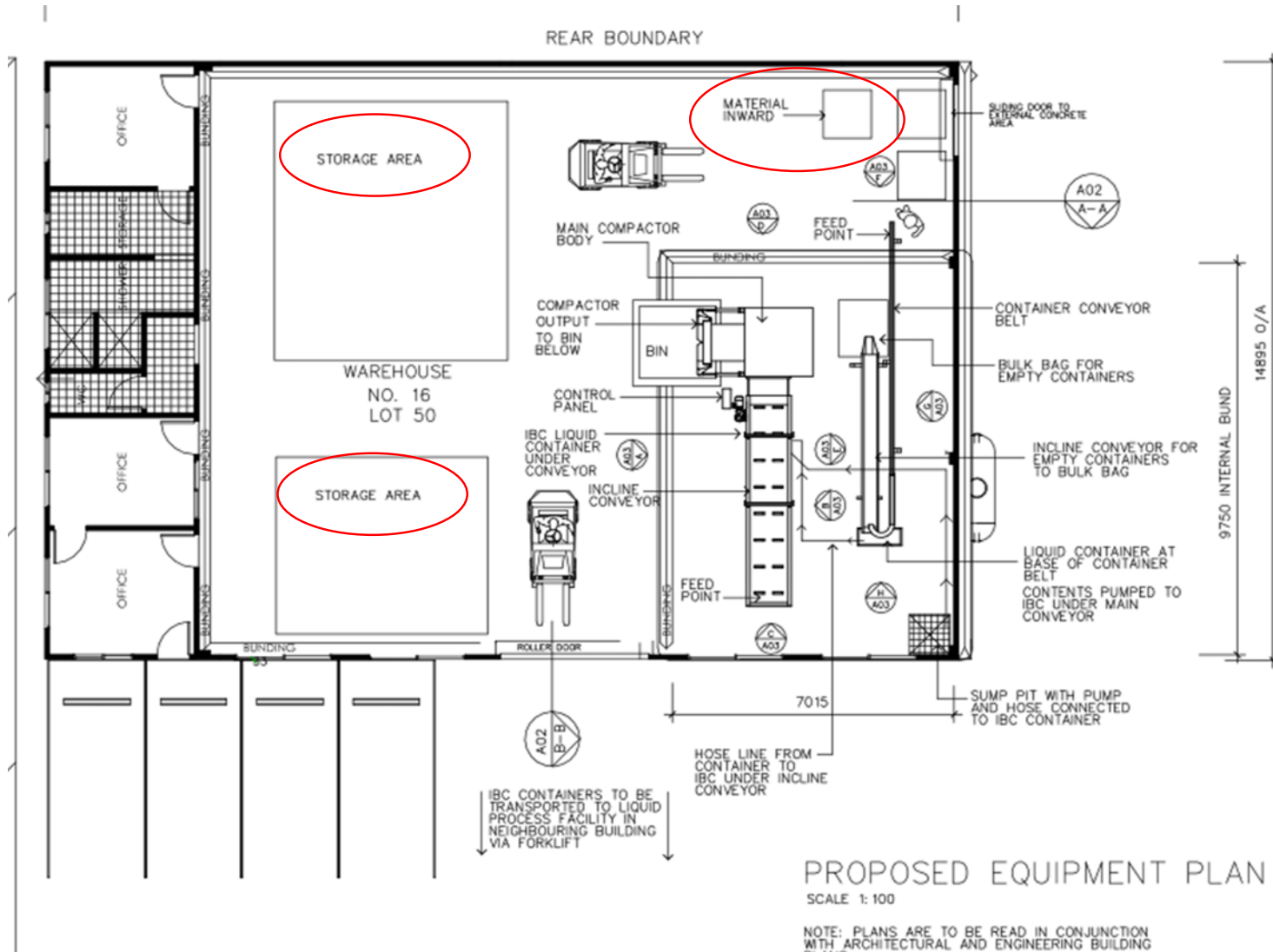
*Provide the following information regarding the processes involved:*

- *Show on a plan where pallets of out-of-date liquid product/food waste are received*

**Response:**

This is shown in the proposed equipment plan, IBCs are taken off trucks via forklift and placed within the storage areas shown or where “material inward” is marked on the plan, for direct processing.

Figure 1: Proposed Equipment Plan



- Confirm that liquid waste is pumped directly from the tanker into a storage tank via a filter on receipt and provide more information about the filter (point 3 of section 5.5)

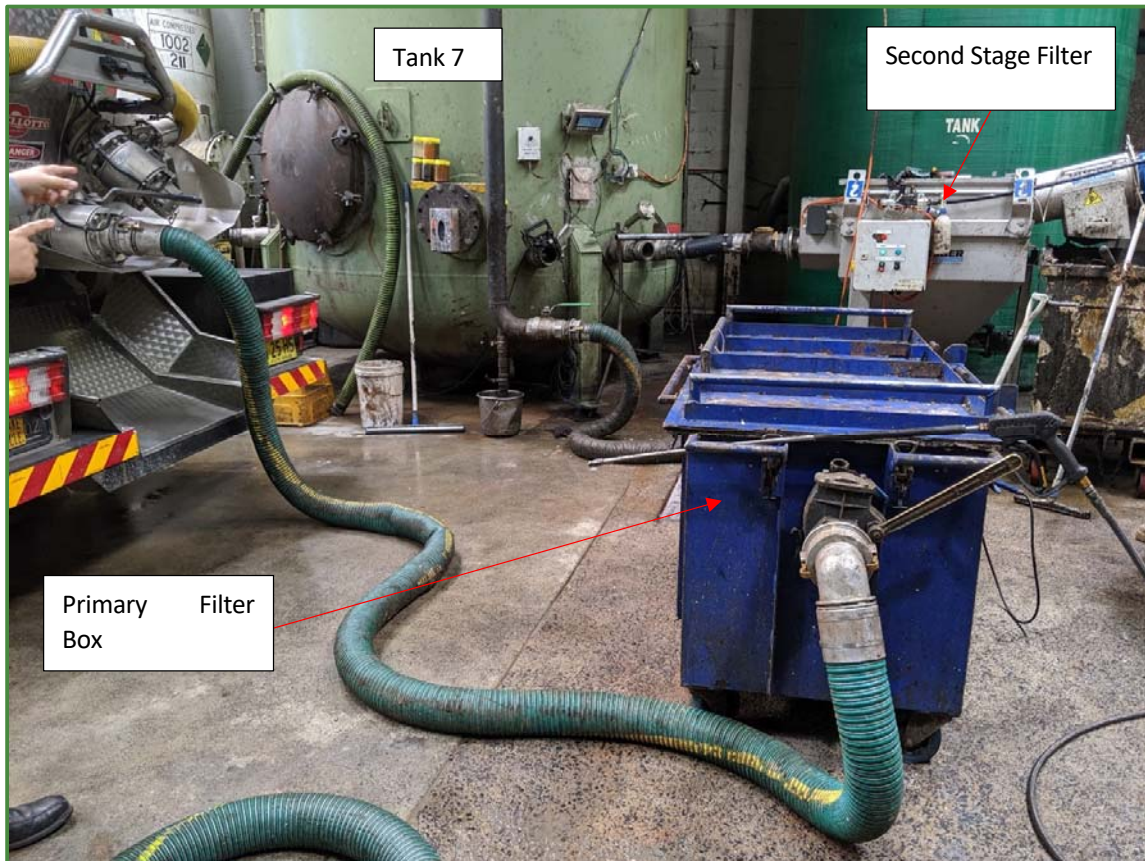
**Response:**

Confirmed: Liquid waste is pumped directly from the tanker into a storage tank via a filter. The filter is a box filter which removes residual solids.

An image of the filters is provided below. The hose from the tanker truck connects to one side of the filter. The liquid passes through a screen which collects the solids. The other side of the filter box is connected to the receive tank, which tank depends on the waste stream involved (see process flow diagram – detailed process flow diagrams provided with the EIS are presented as high resolution on two separate pages for 14 and 16 Kiora Crescent in Attachment 6 to this letter). The solids are shovelled out into a bin.

For wastes entering Tank 7, liquids and additional solids mixtures are extracted from the bottom of the tank to secondary filter, which uses screw separation to further remove solids and transfers it directly into a bin.

Figure 2: Filters



- The 'settling time' for the types of waste proposed to be received

**Response:**

The settling time of the wastes processed are provided in the following table:

Table 2: Waste Stream Settling Time/Processing

| Waste Stream                        | Tanks used for settling   | Approximate Settling time | Approximate Processing capacity | Proposed Quantities     | Time per year in operation |
|-------------------------------------|---|---------------------------|---------------------------------|-------------------------|----------------------------|
| Waste Oil J120                      | Tank #5 (38kL)<br>Tank #6 (38kL)<br>Tank #7 (38kL)<br>Tank #11-east (25kL)                      | 1-3 hrs                   | 10 L/s                          | 30,000 tonnes per annum | 35 days (10% of the time). |
| Residues from Industrial Waste N205 | Tank #2 (25kL),<br>Tank #3 (25kL),<br>Tank #4 (25kL),<br>Tank #11-west(25kL)                    | 1-3 hrs                   | 10 L/s                          | 12,500 tonnes per annum | 14 days (4% of the time).  |
| Surfactants                         | Tank #2 (25kL),<br>Tank #3 (25kL),<br>Tank #4 (25kL),<br>Tank #11-west(25kL)                    | 1-3 hrs                   | 10 L/s                          | 12,500 tonnes per annum | 14 days (4% of the time).  |
| Grease trap waste                   | Tank #8 (30kL),<br>Tank #9 (30kL),<br>Tank #10 (30kL)   | 2-4 hrs                   | 6 L/s                           | 15,000 tonnes per annum | 29 days (8% of the time).  |
| Sewage sludge                       | Tank #2 (25kL),<br>Tank #3 (25kL),<br>Tank #4 (25kL),<br>Tank #7 (38kL),<br>Tank #11-west(25kL) | 1-3 hrs                   | 10 L/s                          | 30,000 tonnes per annum | 35 days (10% of the time). |
| Stormwater                          |   |                           |                                 |                         |                            |

- Explain the time taken to process a typical load including unloading, settling, processing etc. The unloading should also take into account the time taken to manoeuvre the truck and connect the tanker. This should include the key types of waste identified in the EIS:

- o Waste Oil (J120)
- o Surfactants (M250)
- o Grease trap waste (K110)
- o Sewage sludge and stormwater (K130)
- o Landfill leachate (N205)
- o Liquid product / food waste
- o Shoes and clothes

**Response:**

The following table presents the time taken to process a particular load. Note times vary based on liquid waste load sizes. The settling time is an average for the liquid of one load. In practice portions of the liquid are moved from tank to tank (see process flow diagram – detailed process flow diagrams provided with the EIS are presented as high resolution on two separate pages for 14 and 16 Kiara Crescent in Attachment 6 to this letter), with some fractions of the liquid being moved to tanks for fast processing (water components) and some fractions (sludgy components) being moved to tanks for slower settling.

Table 3: Waste Stream Processing Time

| Waste Stream                        | Truck Manoeuvring Time | Primary Filtering/ Unloading time | Secondary Filtration Time | Settling time | DAF Processing Time | Shredder | Manual Sorting | Total Time per load |
|-------------------------------------|------------------------|-----------------------------------|---------------------------|---------------|---------------------|----------|----------------|---------------------|
| Waste Oil J120                      | 3 mins                 | 3-25 mins                         | 4-31 mins                 | 1-3hrs        | 3-21 mins           | N/A      | N/A            | 1.2-4.3 hrs         |
| Residues from Industrial Waste N205 | 3 mins                 | 3-25 mins                         | N/A                       | 1-3hrs        | 3-21 mins           | N/A      | N/A            | 1.2-3.8 hrs         |
| Surfactants                         | 3 mins                 | 3-25 mins                         | N/A                       | 1-3hrs        | 3-21 mins           | N/A      | N/A            | 1.2-3.8 hrs         |
| Grease trap waste                   | 3 mins                 | 3-25 mins                         | N/A                       | 2-4hrs        | 3-21 mins           | N/A      | N/A            | 2.2-4.8 hrs         |
| Sewage sludge                       | 3 mins                 | 3-25 mins                         | 4-31 mins                 | 1-3hrs        | 3-21 mins           | N/A      | N/A            | 1.2-4.3 hrs         |
| Stormwater                          |                        |                                   |                           |               |                     | N/A      | N/A            |                     |
| Liquid product                      | 3 mins                 | 20 mins                           | N/A                       | N/A           | 20 mins             | 30 mins  | N/A            | 1.2 hrs             |
| Shoes, Clothes & Makeup             | 3 mins                 | 20 mins                           | N/A                       | N/A           | N/A                 | N/A      | 2 hours        | 2.3 hrs             |

- *The volume available in the liquid waste storage tanks for each type of waste. Describe the process or use of each tank and explain how the capacity is adequate for the proposed operations using the waste types and timings outlined above.*

**Response:**

Table 2 above presents the waste type, the corresponding tanks and the average processing capacity (L/S) of the waste type based on Table 3 including the settling time.

Even though some waste streams can be processed simultaneously, if they were all to be processed consecutively this would represent 127 days per year, 35% percent of the time. Therefore, it is clear the site can process the proposed quantities from a waste stream processing time perspective.

- *How many times per day tanks would be filled and emptied based on the waste received and the settling time etc.*

**Response:**

The following table presents the average number of times tanks are emptied per day based on the proposed quantities. It also provides number of times the tanks could theoretically be emptied based on settling times. The process does not typically involve a single tank being filled fully and then fully emptied, rather it involves a process of extracting fractions of the liquid for sending to the DAF and fractions for sending to another tank for further settling.

Table 4: Tank Emptying Frequency

| Tank # | Approximate average number of times tank is emptied - proposed operations | Frequency tanks could be theoretically emptied based on approximate settling times |
|--------|---|--|
| 1      | 9 times per day*  | N/A  |
| 2      | 1-2 times per day   | 8 times per day  |
| 3      | 1-2 times per day   | 8 times per day  |
| 4      | 1-2 times per day   | 8 times per day  |
| 5      | Once every 2 days   | 8 times per day  |
| 6      | Once every 2 days   | 8 times per day  |
| 7      | 3 times per day   | 8 times per day  |
| 8      | Once every 2 days   | 6 times per day  |
| 9      | Once every 2 days   | 6 times per day  |
| 10     | Once every 2 days   | 6 times per day  |
| 11East | Once per day  | 8 times per day  |
| 11West | 1-2 times per day   | 8 times per day  |
| 12     | 1-2 times per day   | N/A  |
| 13     | 1-2 times per day   | N/A  |

\* Tank 1 is not a settling tank, it is the tank for all waste water destined for the DAF and discharge to trade waste goes to.



- *What contingency measures are proposed for equipment or vehicle breakdown which may impact the site's normal business operations. For instance, can trucks be redirected to other facilities and how would they be re-directed?*

**Response:**

As shown on the processes flow diagram (detailed process flow diagrams provided with the EIS are presented as high resolution on two separate pages for 14 and 16 Kiora Crescent in Attachment 6 to this letter), the site's main bottleneck is the Tank 1 and the DAF.

In the event of a breakdown of Tank 1 or the DAF, the liquids would be stored for longer while the equipment is repaired, and operations recommence.

In the unlikely event of equipment breakdown that cannot be fixed in a timely manner such as an extreme malfunction to the DAF, the business would cease collecting new loads. If the site has capacity, it will unload vehicles with liquid waste on route. If not, it would redirect the waste to another facility such as Cleanaway, for example.

*Residual Waste*

*Describe the process for storing and removing residual waste and how often residual waste would be removed from the site, including:*

- *IBCs containing food waste to be transported off site*

**Response:**

The majority of liquids come in pallets of bottles, these bottles are fed onto a conveyor and into a shredder which removes the liquid from the packaging and transfers the liquid into an IBC. Any bottles that are not suitable for shredding will be manually poured out into an IBC and then recycled. These are stored in the warehouse at 16 Kiora Crescent. An average of 13 IBCs of liquid food waste (1,000L each) would be removed offsite each day, corresponding to two truck movements offsite.

Note: As stated in section 5.2.2 of the EIS, an average of 3 IBCs per day will be transferred from 16 Kiora Crescent to 14 Kiora Crescent for further processing (these will not leave the site).

- *Oil and sludge from the DAF to be removed and processed as grease trap waste (K110)*

**Response:**

Oil and sludge will be transferred from the filters/DAF to a waste storage tank. This waste will be removed from site by a licensed waste contractor to be processed as grease trap waste. Waste oil sludge (K110) is tested and if waste meets the requirements of the RRO/RRE, applied to land via injection typically at the Envirohills farm located at 670 Tiyces Lane, Boxers Creek. If it does not meet the requirements of the RRO/RRE, the waste is picked up by licensed waste contractor (typically AP bins or Sydney Waste Services).

Tanks 12 and 13 collect the sludge from the DAF, and tanks 8, 9, 10 collect the sludge K110 sludge. An average of 6 truck movements per day remove this waste from site.

- *Filter solids*

**Response:**

1 kL/day of filter solids are collected in the filters and transferred to bins where they are serviced weekly, typically by AP bins or Sydney Waste Services, and disposed to landfill.

- *Plastic packaging from the liquid product/food waste*

**Response:**

950 tpa of plastic would be recycled offsite (e.g. Visy).

*Approximately 4,600 tpa of food waste would be removed from site. How much oil and sludge from the DAF would be removed? Confirm the storage of these wastes has been included in the amount to be stored on site at any one time.*

**Response:**

Tanks 12 and 13 (3,000L tanks) collect the sludge from the DAF, approximately 9,000 L of sludge is removed per day from these tanks.

Tanks 8, 9 and 10 (30,000L tanks) collect K110 sludge from settling. Approximately 45,000 L of this waste is removed per day from these tanks.

These wastes have been included in the amount stored at any one time.

*Confirm the storage of residual waste has been included in the Odour Impact Assessment (OIA) and the removal of these wastes accounted for in the vehicle movements in the TIA.*

**Response:**

The storage of residual waste has been included in the Odour Impact Assessment. The removal of these wastes has been accounted for in the vehicle movements in the Traffic Impact Assessment.

**Note on Liming Process**

The liming process is where lime is added to the DAF via a dosing system and pH meter to ensure the water being discharged to trade waste meets the trade waste agreement pH requirements of 7.0-10.0.

*2. Trade Waste Agreement Sydney Water has advised us that it strongly recommends the Applicant engaging with it regarding a variation to the site's Trade Waste Agreement before assessment of the application has been finalised. Provide evidence of engagement with Sydney Water.*

**Response:**

The existing trade waste agreement is provided as Attachment 1, this has recently been reviewed in June 2021 demonstrating active engagement with Sydney Water. This has a maximum allowable discharge rate of 200 kL/day with an average of 100 kL/day, corresponding to a total of 36,500 kL/year. This is 45% of the total (80,000 kL) proposed to be discharged to Sydney Water.

It is acknowledged that the proponent will be required to undertake a variation request. Sydney Water will assess the variation based on the information provided. There is no guarantee that Sydney Water will be able to accept the variation.

A variation request is being sought. Application for a variation was sent on 17/09/2021 and provided in Attachment 2.

### *3. Traffic and Access Truck Movements*

*The Department notes that revised swept path diagrams have been provided demonstrating that the largest vehicle (tanker truck) can safely complete the manoeuvre to enter the processing building and exit in a forward-facing direction. It has previously been raised that 10m is not the largest vehicle in the fleet (see Appendix 8 of EIS). As the swept paths are based on a 10m vehicle please note this would be the largest vehicle permitted to enter and exit the site. If approved, this would be included as a condition of consent.*

**Response:**

Noted.

*Confirm whether the driveway would still need to be widened given the revised swept path diagrams and confirm that Council is satisfied with the arrangements.*

**Response:**

Video footage provided to DPIE and Council presents evidence that the driveway widening is not required for the necessary vehicle manoeuvring. Therefore, **the driveway will not be widened**. Council is satisfied with this arrangement, email consultation is provided in Attachment 3.

*Clarify number of trucks entering and exiting the site per hour throughout the day, how long each truck would spend on site and the maximum number of trucks on site in an hour during peak operations. This should take into account the loading and treatment times discussed in point 1 above. Traffic movements in Table 5-4 of the amended EIS need to reflect the assumptions used to inform the traffic impact assessment (TIA) i.e. Section 5.1 of the TIA. Trucks should be in whole numbers.*

**Response:**

The minimum amount of time a truck will spend on site is 6 minutes (for a small 2,000 L tanker). The Maximum amount of time a truck will spend on site is 28 minutes (for a 15,000 L tanker). The maximum trucks on site in an hour during peak operations is 4. The assumptions in section 5.1 in the EIS have informed the traffic impact assessment. Table 5-4 has been amended to include only whole numbers.

*Justify the maximum number of vehicles on site is four and show where / how the four trucks would be accommodated in the site. From my reading, the TIA has looked at 3 trucks (1 arriving and two leaving or two arriving and one leaving) during the worst case. There are two waiting bays and one truck unloading which would seem to align with the TIA assumption of 3 per hour (DPIE email dated 21/09/2021).*

**Response:**

The maximum number of vehicles entering and leaving the site in any hour is four. These will be scheduled so that one vehicle enters, unloads/loads, and leaves the site, then another does the same, then another and another. So that during operations only one tanker truck is on site at any one time. There is space to accommodate two trucks in the waiting bays so that if there are issues with the scheduling, unforeseen traffic delays etc when more than one tanker truck arrives onsite at the same time, they can go to the waiting bay and not wait in the street. The waiting bays are not theoretically required given the proposed quantities and loading and unloading times and will be used as minimally as possible.

It is feasible for a tanker truck to drive into the site and begin unloading/loading at 14 Kiora followed by a pallet truck arriving at 16 Kiora and unloading/loading simultaneously. Two additional tanker trucks could also wait in the waiting bay, making a total of 4 trucks on site at any one-time during operations; this would be highly unlikely to occur but measures are in place to ensure the site can accommodate this scenario.

*Confirm where maintenance of vehicles would be carried out.*

**Response:**

Maintenance of vehicles is carried out at mechanics:

Name of Company: Complete Diesel and Heavy Vehicle Repairs

Address: 1200 Bringelly Road, Bringelly

*Parking*

*Truck parking is currently proposed at a third-party site located at 25-49 Nelson Road which currently has approval to park trailers associated with the warehouse and distribution centre. It is noted a modification has been submitted to Council to permit trucks from this development to park at that address. Provide evidence of the modified consent which includes the storage of trucks from the proposed development.*

**Response:**

Modification Application is provided in Attachment 4, this was lodged with council on 30/08/2021.

In the interim, as a worst-case scenario, it is possible to park all vehicles on site overnight. The site cannot operate when all vehicles are parked. This will only occur in the interim awaiting approval from 27-49 Nelson Road, Yennora. Drawings showing the parking configuration are shown Attachment 5 of this letter.

*4. Amended application (if required) Submit a formal request to amend the development application under Cl 55 (1) of the NSW Environmental Planning and Assessment Regulation 2000. The request should detail all changes made to the description of the development since the application was lodged.*

**Response:**

No amendment is sought.

### **Shoe, Clothes and Makeup Process Description**

Shoes, clothes and makeup would be received on site in pallets and transferred via forklift inside the building at 16 Kiara Crescent. These materials have been received for product destruction, for example the product might be out of date makeup, defunct in some way such as make up being labelled incorrectly or shoes and clothes may be broken or prone to failure. Also, these wastes may be received for product destruction because of oversupply. The producers want to ensure the products are destroyed so they do not make it into an illicit secondary market where defunct goods are in circulation, or an oversupply devalues the product.

The makeup received will be manually sorted so this typically involves removing the packaging, separating the plastic and cardboard components of the packaging and putting them in the corresponding bins for recycling, emptying the makeup into a general solid waste bin (to go to landfill) and separating the glass/plastic/metal components of the makeup container and putting those into their respective bins for further recycling. What cannot be recycled will go to landfill.

The shoes and clothes will be received, and recyclable packaging (shoe boxes for example) will be separated and put into a bin for recycling. The majority of clothes would be torn up and down-cycled for the use as rags. Clothes unsuitable for this use and shoes will be manually destroyed or if suitable for the shredder, shredded, this will be sent to landfill as there is little commercially available recycling technology for textiles in Australia and even globally. However, this industry is changing rapidly and wherever viable, materials will be sent to be recycled off-site.

### **Parking Measures**

Enviro Waste is committed to the following parking measures:

- Enviro Waste will not park tanker trucks on the street;
- Enviro Waste will only park tanker trucks on-site or on off-site properties approved for tanker parking;
- Enviro Waste will cease waste collection operations if onsite truck vehicle parking obstructs areas of on-site necessary for vehicles to enter and leave in the forward direction.

The two sites have the capacity to park the entire fleet (eight vehicles) overnight by sacrificing various levels of operation as follows:

- If eight (8) vehicles need to be parked, all operations cease.  
If six (6) vehicles need to be parked, operations at 16 Kiara must cease.
- If four (4) vehicles need to be parked, normal operations continue.
- It is likely that these restriction conditions would occur occasionally in the night period 10pm-6am.

Overnight parking can be achieved across the two sites as follows:

16 Kiora Crescent:

This site can house a maximum of four (4) trucks without interfering with the site operations, or house six (6) trucks with ceased operations.

- The truck waiting area located along the western boundary can park a maximum of four (4) trucks. Any configuration of 4 trucks from the site can park in this location.  
This parking **does not** interfere with operations.  
In the Interim Overnight Parking Plan the trucks shows these trucks: Sterling Rigid truck, Volvo FM9 Rigid, IVECO ACC002A, IVECO 2350G-RIGID).
- The free area in front and inside the building can park a maximum of two (2). These parking locations do not conflict with the swept paths.  
This parking **does** interfere with operations. If used, operations at 16 Kiora will cease.  
In the Interim Overnight Parking Plan the trucks shows these trucks: Ford F350 and ISUZU FRR600

14 Kiora Crescent:

This site can house two (2) trucks with ceased operations.

- The space inside the building and the space in front on the building can park one (1) vehicle each.  
This parking **does** interfere with operations. If used, operations will cease.  
In the Interim Overnight Parking Plan the trucks shows these trucks: Mitsu-CANT79A and Sterling LT7559A

Yours faithfully,  
for Benbow Environmental



Emma Hansma  
Senior Engineer



R T Benbow  
Principal Consultant

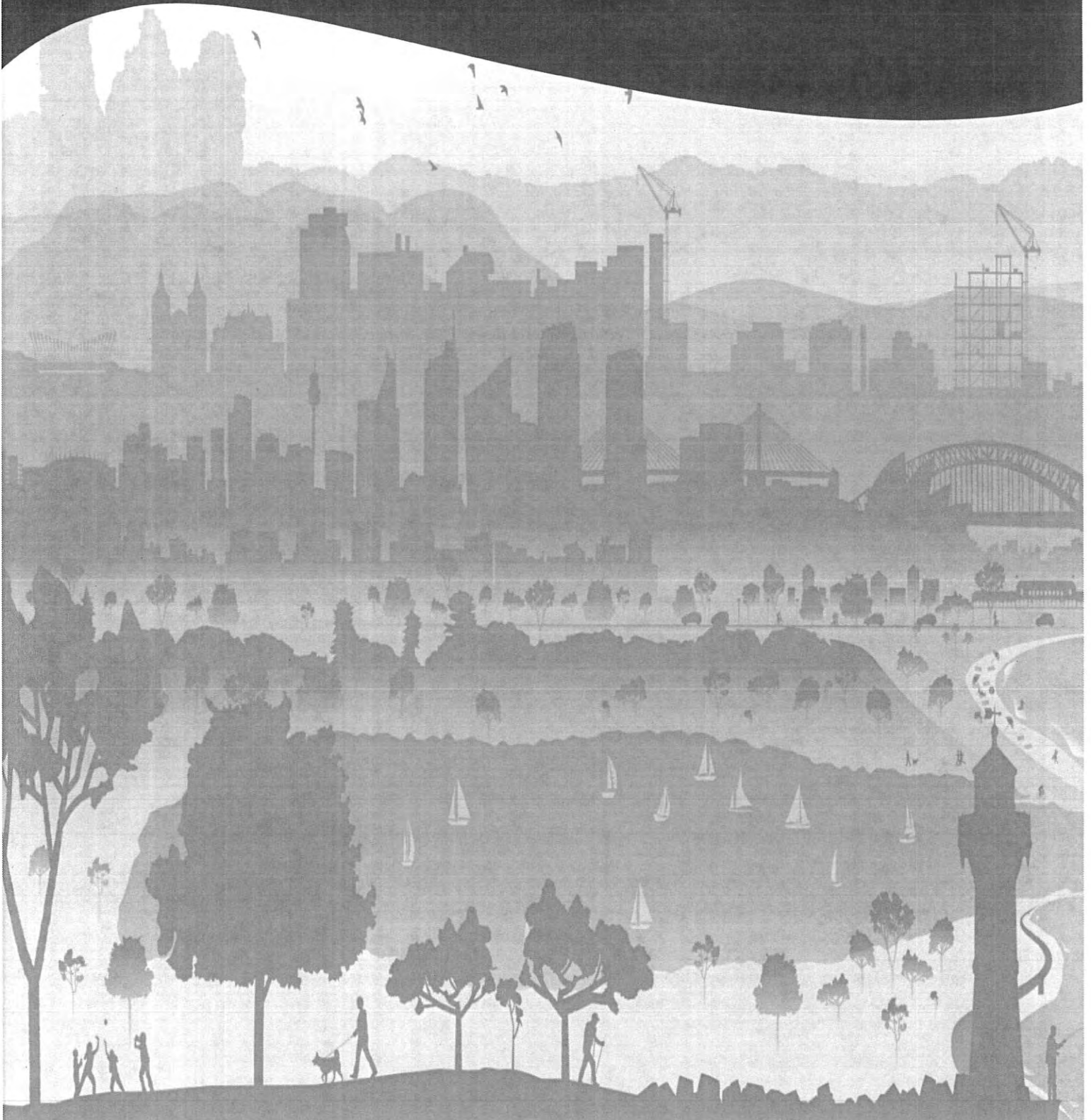
## **ATTACHMENTS**



Attachment 1: Existing Tradewaste Agreement

---

Consent to discharge  
industrial trade  
wastewater



# Consent to discharge industrial trade wastewater

Sydney Water Corporation  
and  
Enviro Waste Services Group Pty Ltd  
ABN 66 613 987 438

**Activity:** GREASE TRAP WASTE DISPOSAL (GE02)

**Risk index:** 05

**Consent no:** 36782

**Property number:** 4535938

This **consent** is made on:.....**30 June 2021**.....

Executed for and on behalf of Sydney Water Corporation

By

*Caleb Furner*

(Signature)

**Caleb Furner**

**Manager Major Customers**

In the presence of:

Witness

*Alexander Quach*

(Signature)

**Alexander Quach**

(Print name of witness)

Executed for and on behalf of the **customer**:

By

*Edward Hawach*

(Signature)

*Edward Hawach*

(Print name and position of person signing)

who warrants s/he has sufficient authority to execute this **consent**.

In the presence of:

Witness

*Simon Saba*

(Signature)

*SIMON SABA*

(Print name of witness)

This **consent** must be executed by the **customer** before execution by **Sydney Water** and the **customer** must submit it to **Sydney Water** for 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.

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## Schedule 1 Trade wastewater which may be discharged

Subject to public disclosure

### 1. Trade wastewater substances

- (a) **You** may discharge **trade wastewater** into **our wastewater system** in a manner so that 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) **You** must not discharge **trade wastewater** into **our wastewater system** in a way that the **trade wastewater** discharged:
- contains, possesses or produces a substance characteristic not provided in, or which may be determined as being contrary to that described in this schedule
  - 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<br>(kg/day) | MDM<br>(kg/day) | Standard<br>(mg/L) |
|---------------------------|-------------------|-----------------|--------------------|
| BIOCHEMICAL OXYGEN DEMAND | 75.00000          | 150.00000       |                    |
| GREASE                    | 2.00000           | 15.00000        | 110.000            |
| AMMONIA (AS N)            | 2.00000           | 10.00000        | 100.000            |
| SUSPENDED SOLIDS          | 30.00000          | 120.00000       | 600.000            |
| ZINC                      | 0.50000           | 1.00000         | 5.000              |

### Reconciliation procedures

#### Long term average daily mass:

The **long term average daily mass (LTADM)** is a twelve-month arithmetic average of all **daily mass** discharges as calculated for each **composite sample**. Calculate the **daily mass** discharged for each of the above substances, and check this against the above **LTADM** (kg/day) based on the average concentrations of substances discharged (mg/L) over any 24-hour period as determined from **composite samples**, obtained by either the **customer** (according to schedule 2) or **Sydney Water**, or a combination of sample results by both.

Multiply this average concentration (mg/L) by the total discharge (kL) as recorded by **your** discharge flow meter over the 24-hour period, to calculate the **daily mass** of substances discharged (kg). Exceeding the **LTADM** does not constitute a **breach**.

#### Acceptance standard:

Determine the **composite sample** concentration for each of the above substances, and check these 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.

Determine the discrete sample concentration for each of the substances identified at schedule 2, 2(b) and check these against the above **acceptance standard** (mg/L) for each sample obtained. Exceeding the **acceptance standard** constitutes a **breach**.

#### Maximum daily mass:

Calculate the **daily mass** discharged for each of the above substances, and check this against the above **maximum daily mass (MDM)** (kg/day), based on average concentrations of substances discharged (mg/L) over any 24-hour period as determined from **composite samples**, obtained by

either **you** (according to schedule 2) or **us**, or a combination of sample results by both.

Multiply this average concentration (mg/L) by the total discharge (kL) as recorded by **your** discharge flow meter over the 24-hour period to calculate the **daily mass** of substances discharged (kg). Exceeding the **MDM** constitutes a **breach**.

## 2. The trade wastewater discharged must always have the following properties

|   |   |
|---|---|
| <b>Temperature</b>                      | - Not to exceed 38° Celsius.  |
| <b>Colour</b>                           | - Determined on a system-specific basis.  |
| <b>pH</b>                               | - Within the range 7.0 to 10.0.   |
| <b>Fibrous material</b>                 | - None which could cause an obstruction to <b>our wastewater system</b> .   |
| <b>Gross solids (other than faecal)</b> | - 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.   |
| <b>Flammability</b>                     | - Where flammable and/or explosive substances may be present, <b>you</b> must demonstrate to <b>our</b> satisfaction that there is no possibility of explosions or fires occurring in <b>our wastewater system</b> . The flammability of the discharge must never exceed 5% of the <b>lower explosive limit (LEL)</b> at 25° Celsius. |

## 3. Rate of discharge of waste to our wastewater system

- (a) Instantaneous maximum rate of pumped discharge 6.000 litres per second
- (b) Maximum daily discharge 200.000 kilolitres
- (c) Average daily discharge 100.000 kilolitres.

### Reconciliation procedure:

Check the data obtained from applying these procedures using the interface of a chart recorder to **your** flow metering equipment, or by having **us** install flow metering equipment, for a minimum of seven days.

## Schedule 2 Sampling, analysis, flow rates and volume determination

Subject to public disclosure.

### 1. You must provide and make available for the purpose of sampling and analysis

- (a) Sampling point located after the **trade wastewater** discharge flow meter and before the point of connection to **our wastewater system**.
- (b) Equipment necessary to allow collection of composite automatic samples on either a flow proportional or a time basis.

### 2. You must collect and analyse samples according to the schedule detailed below

- (a) **Composite samples** are to be obtained:
  - i. over one full production day by combining equal volumes taken at equal intervals, obtaining at least 5,000 millilitres over the full day. Read the **trade wastewater** discharge flow meter at the start and finish of the sampling day.



ii. on 09 March 2021 and every 22 days thereafter. If **trade wastewater** is not discharged on this day, then take the sample on the next day that **trade wastewater** is discharged. **Trade wastewater** includes all non-**domestic wastewater** discharged to **our wastewater system** from the **premises**, including cleaning waste.

(b) Obtain discrete samples as detailed below, and analyse these according to the procedures and methods specified in **our** published analytical methods, to determine the concentrations or levels of the following substance characteristics:

| Characteristic | Time of sampling                           |
|----------------|--|
| pH             | at the start and finish of each sample day |
| AMMONIA (AS N) | at the finish of each sample day           |

(c) Analyse **composite samples** are according to the procedures and methods specified in **our** published analytical methods, or using methods otherwise agreed to and detailed below, to determine the concentrations or levels of the following substance characteristics:

| Substance characteristics |
|---------------------------|
| BIOCHEMICAL OXYGEN DEMAND |
| GREASE                    |
| AMMONIA (AS N)            |
| SUSPENDED SOLIDS          |
| ZINC                      |

(d) Either **you** or **your** contracted laboratory, is to submit results of analyses to **us** 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 any format **we** may be specify from time-to-time.

(e) **You** must provide all data requested on the sample analysis report.

(f) **You** must notify **us** in writing within seven days of either:

- i. any failure to obtain samples according to the provisions of schedule 2
- ii. any loss of any analytical data.

Where data is unavailable, lost or not provided, we will access the **quality charge**, as detailed in schedule 3, based on the highest **composite sample** concentration recorded in the 12 months before the date of the missing sample data.

### 3. The volume of wastewater discharged must be obtained by reading the total flow on your flow metering system

Obtain the rate of waste discharged by the reading of the instantaneous flow rate indicator on **your** flow metering system, or from any chart recorder interfaced to **your** flow metering system.

**Your** flow metering system is to be calibrated at least once a year at **your** expense, by a person or company approved by **us**. **You** must supply a copy of the calibration certificate to **us** within one month from when **you** receive it.



If **your** flow metering system fails to record data for any period, **you** must advise **us** in writing within seven days from when **you** become aware of the failure. For the period no data is recorded, an average of the waste discharged from the four weeks before and/or after will be used.

## Schedule 3 Payments

Subject to public disclosure.

The **charges** are effective from 15 February 2021 and will continue until **we** advise otherwise.

All trade waste fees and **charges** are subject to CPI adjustments from 1 July each year according to Determination No 1, 2012 made by the Independent Pricing and Regulatory Tribunal (**IPART**). These are detailed on the **Sydney Water** website.

### 1. Charges for trade wastewater discharge

**We** may read **your** discharge meter at about 90-day intervals to calculate the volume of **trade wastewater** discharged for the period since the previous reading.

**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 accord with (c), (d), (e), and (f) below. We then multiply the **charge** for each sampling day 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:

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

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 trade waste mass:**

- i. For the following substances, the **chargeable trade waste mass** is equal to the **mass discharged**:

| Substance |
|-----------|
| ZINC      |

- ii. For the following substances, we calculate the **chargeable trade waste mass** 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) |
|---------------------------|-------------------------------|
| BIOCHEMICAL OXYGEN DEMAND | 230.000                       |

| Substance        | Domestic concentration (mg/L) |
|------------------|-------------------------------|
| GREASE           | 50.000                        |
| AMMONIA (AS N)   | 35.000                        |
| SUSPENDED SOLIDS | 200.000                       |

- iii. If the resulting **chargeable trade waste mass** is zero or negative, then no **quality charges** will apply for that substance for that sample day.

(c) **Quality charge**

- i. For the following substances, the **quality charge** is determined by multiplying the **chargeable trade waste mass** by the rate for that substance as detailed in the *Industrial customers' acceptance standards and charging rates* fact sheet for the applicable financial year on the **Sydney Water** website.

| Substance        |
|------------------|
| GREASE           |
| AMMONIA (AS N)   |
| SUSPENDED SOLIDS |
| ZINC             |

- ii. For the following substances, the **quality charge** is determined by multiplying the **chargeable trade waste mass** by the rate, where the rate is a function of the **composite sample** concentration recorded for that sample day.

| Substance                 |
|---------------------------|
| BIOCHEMICAL OXYGEN DEMAND |

(d) 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) above will be doubled for that sampling day.

(e) Failure to collect required samples

- i. Where **you** fail to collect and analyse samples according to this **consent**, we will access the above **charges** based on the highest composite concentrations recorded for any billing period within the previous 12 months and the average daily discharge for the current billing period.

(f) pH and temperature **charges**

- i. **We** regularly assess **our wastewater** network to determine if a system is affected by accelerated odour and corrosion. Where **we** declare a **wastewater system** to be affected by accelerated odour and corrosion, the temperature and pH **charge** will only apply if **you** are not committed to or not complying with an effluent improvement program.

**2. Charges for inspections**

- (a) If **we** believe it is necessary for a **Business Customer Representative** to exercise rights under clause 6.1, **you** will incur no liability for payment for this exercise unless the **Business Customer Representative** has already exercised rights under clause 6.1 on 4 occasions within a period of one year.
- (b) If **we** believe **we** need to do more than 4 inspections within one year, **we** will **charge** for the additional inspections at the current inspection rate.
- (c) Any inspection required to follow 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 trade wastewater consent

A **consent** fee per quarter is payable from 15 February 2021.

### 4. Charges for variation or renewal of trade wastewater consent

Where a Variation is made to the **consent**, a fee will be payable. There will be no **charge** for renewal.

### 5. Charges for grease traps

Wastesafe administration **charges** are levied per pit per year.

### 6. Payment of fees and charges

**We** will issue an account for all fees and **charges**. **You** must pay any fees or **charges** payable within 30 days of receiving the account detailing those fees and **charges**.

## Schedule 4 Additional requirements

### 1. Effluent improvement program

N/A

### 2. Waste management plan

- (a) The existing pre-treatment will generate 26 tonne a year of waste substances in the form of a sludge. The waste substances are, and will continue to be disposed of, in compliance with the requirements of the **Environment Protection Authority**.

### 3. Other requirements

- (a) **You** must install and **maintain** a **backflow prevention containment device** at the water **meter** outlet/**property** boundary, in line with **our Responsibilities of connected customers policy**.

Backflow individual/zone protection is required on any tap located within five metres of the trade waste apparatus.

**You** may be required to provide **us** with a reading from **your trade wastewater** discharge flowmeter on the first day of each quarter:

- i. 1 January
- ii. 1 April
- iii. 1 July
- iv. 1 October

## Schedule 5 Apparatus, plant and equipment

|                 |   |
|-----------------|---|
| <b>Existing</b> | 1 X 7,500L screening tank 5 X 20,000L settling tank 1 X SEPA DAF 5 kL/hr 1 X pH correction & control system 1 X Siemens Magflow 5000<br>1 X sample point 2 X charcoal filters for air scrubbing |
|-----------------|---|

## Schedule 6 Special conditions

### 1. Dangerous discharges

In this schedule, the term "may pose a danger to the environment, **our wastewater system** (sewer) or **workers** at a **wastewater** treatment plant":

(a) means an occurrence where matter is discharged to **our wastewater system** that, either alone or together with other matter discharged, cannot be adequately treated or may cause corrosion, blockage, explosion or dangerous gases or may adversely affect the operation of **our wastewater system** or **wastewater** treatment plant. This includes, but not so as to restrict the generality of paragraph (a), matter or substances, which are;

- i. toxic or corrosive
- ii. petroleum hydrocarbons
- iii. heavy metals
- iv. volatile solvents
- v. phenolic compounds
- vi. organic compounds.

### 2. Unintended discharges

- (a) To avoid unintended discharges to **our wastewater system** or **stormwater system**, all matter and substances on the **premises** must be processed, handled, moved and stored properly and efficiently.
- (b) Any substance on the **premises** which, if discharged to **our wastewater system**, may endanger the environment, the **wastewater system** itself or **workers** at a **wastewater** treatment plant or may harm any **wastewater** 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 **our wastewater system** or **stormwater system**.

### 3. Notification

(a) If a discharge of matter poses or may pose a danger to the environment, **our wastewater system** or **workers** at a **wastewater** treatment plant, you must immediately notify:

- MALABAR
- Tel: (02) 9931 8319
- Fax: (02) 9931 8984
- **our** 24-hour emergency line on 13 20 90.

### 4. Providing safe access

(a) **You** must provide safe access to **our** employees visiting the site. If unsafe conditions are identified, **you** must take reasonable steps to correct unsafe conditions and create safe access.

(b) **Our** employees must also comply with **your** safety policies and procedures and any directions from **your** staff while on **your** site.

### 5. Electronic reporting of sample analysis results

(a) **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).

## Schedule 7 Consent details

1. **Premises** for which **consent** is granted:

14 Kiora Cres Yennora NSW 2161

2. Industrial or other commercial activities for which **consent** is granted:

GREASE TRAP WASTE DISPOSAL (GE02)

3. The approved **property** boundary trap is the only discharge point for which **consent** is granted.

4. The date for purposes of clause 3.1 is:

15 February 2021

5. The period for purposes of clause 3.2 is:

24 months

6. The receiving Treatment Plant is:

MALABAR **Wastewater** Treatment Plant / Water Recycling Plant

## Schedule 8 Notices and communication addresses

|                                    |                           |                   |
|------------------------------------|---------------------------|-------------------|
| <b>Sydney Water representative</b> | Manager Major Customers   | T: 13 20 92       |
|                                    | PO Box 399                | A.H: 13 20 90     |
|                                    | Parramatta 2150           |                   |
| <b>Customer representative</b>     | E Hawach                  | P: (02) 9721 2028 |
|                                    | Po Box 706 Parramatta NSW |                   |
|                                    | 2124                      |                   |

## Schedule 9 Authorised officers

|                                    |                         |   |
|------------------------------------|-------------------------|---|
| <b>Sydney Water representative</b> | Manager Major Customers | T: 13 20 92                             |
|                                    | PO Box 399              | A.H: 13 20 90                           |
|                                    | Parramatta 2150         | E: businesscustomers@sydneywater.com.au |
| <b>Customer representative</b>     | E Hawach                | P: (02) 9721 2028                       |
|                                    | 14 Kiora Rd Yennora NSW |   |
|                                    | 2161                    | E: info@enviroblasting.com.au           |

## Schedule 10 Nominated representatives

|                                    |                         |                 |
|------------------------------------|-------------------------|-----------------|
| <b>Sydney Water representative</b> | Manager Major Customers | T: 13 20 92     |
|                                    | PO Box 399              | A.H: 13 20 90   |
|                                    | Parramatta 2150         |                 |
| <b>Customer representative</b>     | E Hawach                |                 |
|                                    | 14 Kiora Rd Yennora NSW | M: 0420 511 727 |
|                                    | 2161                    |                 |

Appendix 1 (example)

**Sample Analysis Report (composite)**

|   |                                     |                               |          |
|---|-------------------------------------|-------------------------------|----------|
| <b>Consent</b> number:  | 36782                               |                               |          |
| Company name:   | Enviro Waste Services Group Pty Ltd |                               |          |
| Company address:  | 14 Kiora Cres Yennora NSW 2161      |                               |          |
| Sample Type:  |                                     |                               |          |
| <input type="checkbox"/> 6 (composite, manual time-based)           | Start date:                         | __/__/__                      |          |
| <input type="checkbox"/> 7 (composite, manual flow-proportional)    | Finish date:                        | __/__/__                      |          |
| <input type="checkbox"/> 8 (composite, automatic time-based)        | Start time:                         | __:__ am/pm                   |          |
| <input type="checkbox"/> 9 (composite, automatic flow-proportional) | Finish time:                        | __:__ am/pm                   |          |
| Grabs taken in sample period:                                       | _____                               | Initial <b>meter</b> reading: | _____ kL |
| sample intervals min/kL   | _____                               | Final <b>meter</b> reading:   | _____ kL |
| mL per grab:  | _____                               | Volume discharged:            | _____ kL |

| Laboratory:               |                            |                              |
|---------------------------|----------------------------|------------------------------|
| Substance                 | Acceptance standard (mg/L) | Measured concentration(mg/L) |
| BIOCHEMICAL OXYGEN DEMAND |                            |                              |
| GREASE                    | 110.000                    |                              |
| AMMONIA (AS N)            | 100.000                    |                              |
| SUSPENDED SOLIDS          | 600.000                    |                              |
| ZINC                      | 5.000                      |                              |

**Copy of original analytical laboratory report to be attached**

**Note: laboratory report must certify NATA registration for each analysis**

Comments: \_\_\_\_\_

**Customer** signature: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Designation: \_\_\_\_\_

**OFFICE USE ONLY**

Sample No: 

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|

Email to:  
alexander.quach2@sydneywater.com.au



Appendix 2 (example)

**Sample Analysis Report (discrete sample)**

|                  |                                     |
|------------------|-------------------------------------|
| Consent number:  | 36782                               |
| Company name:    | Enviro Waste Services Group Pty Ltd |
| Company address: | 14 Kiora Cres Yennora NSW 2161      |
| Sample type:     | DISCRETE                            |
| Date             |                                     |
| Time             |                                     |

Laboratory: \_\_\_\_\_

| Substance      | Acceptance standard (units or mg/L) | Measured units or concentration |
|----------------|-------------------------------------|---------------------------------|
| pH at start    | 7 - 10                              |                                 |
| pH at finish   | 7 - 10                              |                                 |
| AMMONIA (AS N) | 100.000                             |                                 |

**Copy of original analytical laboratory report to be attached**

**Note: Laboratory report must certify NATA registration for each analysis**

Comments: \_\_\_\_\_

**Customer** signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Designation: \_\_\_\_\_

**OFFICE USE ONLY**

Sample No: 

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|

Email to:  
alexander.quach2@sydneywater.com.au

## General conditions

### 1. Recitals

- (a) Under its **Operating Licence**, **Sydney Water** provides **wastewater** services. This includes treating and disposing of **trade wastewater**. **Our** objectives include operating as an efficient business, maximising the net worth of the State's investment and exhibiting a sense of social responsibility by considering the interests of the community. **We** have special objectives of reducing risks to human health and preventing degradation of the environment.
- (b) **We** are granted licences by the **Environment Protection Authority**, which are subject to conditions to discharge pollutants. A change to a licence condition may require **us** to vary a **consent we** have granted.
- (c) In conducting **our** business operations, **we** must comply with **our** obligations, duties and responsibilities under the **Act**, our **Operating Licence**, the *Protection of the Environment Administration Act 1991*, the *Protection of the Environment Operations Act 1997* and the *Protection of the Environment Legislation Amendment Act 2011*.
- (d) The **customer** requests that **Sydney Water** grant **consent** for the **customer** to discharge **trade wastewater** from the **premises** to **our wastewater system**.

**Sydney Water grants to the customer consent to discharge trade wastewater, subject to the terms and conditions specified in this consent. The customer accepts the consent and agrees to be bound by the terms and conditions of this consent:**

#### 1.1. Definitions

In this **consent**, unless the contrary intention appears:

| Term                                    | Definition  |
|---|---|
| <b>Acceptance standards</b>             | <b>Sydney Water's</b> published concentration limits for certain substances in <b>trade wastewater</b> .  |
| <b>Act</b>                              | <i>Sydney Water Act 1994(NSW)</i> and any regulations in force under it.  |
| <b>Authorised Officer(Sydney Water)</b> | The person from time-to-time holding the position noted in schedule 9 or any person or position nominated by <b>Sydney Water</b> from time-to-time.       |
| <b>Authorised Officer(Customer)</b>     | The person identified, and including the details specified, in schedule 9 or as notified by the <b>customer</b> to <b>Sydney Water</b> from time-to-time. |
| <b>Breach</b>                           | Any contravention of or non-compliance with a term, condition or provision of this <b>consent</b> or the <b>Act</b> .                                     |
| <b>Business Customer Representative</b> | A <b>Sydney Water</b> officer authorised to enter land or buildings to do his or her duties in relation to <b>our trade wastewater service</b> .          |
| <b>Chargeable trade waste mass</b>      | The mass of a pollutant subject to quality or <b>critical substance charges</b> .   |
| <b>Composite sample</b>                 | A sample of <b>trade wastewater</b> obtained by combining equal volumes at either equal time or flow intervals.   |
| <b>Consent</b>                          | This <b>consent</b> together with its attached schedules and appendices. Any definitions or standards referred to in                                      |

| Term  | Definition  |
|---|---|
|   | this <b>consent</b> but not contained in it are deemed to form a part of this <b>consent</b> with necessary changes being made to accommodate their inclusion.  |
| <b>Critical mass charge</b>                 | The charge applied to some critical and <b>over capacity substances</b> as calculated according to the provisions set out in schedule 3.  |
| <b>Critical substance</b>                   | A substance <b>we</b> determine and notify <b>you</b> to be critical from time to time.   |
| <b>Customer, you, your</b>                  | The party or parties (except <b>Sydney Water</b> ) who executes or execute this consent.  |
| <b>Daily mass</b>                           | The mass of a substance discharged during a 24-hour period.   |
| <b>Default notice</b>                       | A notice issued in accordance to clause 8.1 of this consent.  |
| <b>Domestic concentration</b>               | The concentration of a pollutant that <b>we</b> deem to be equivalent to that found in <b>domestic wastewater</b> .   |
| <b>Domestic wastewater</b>                  | <b>Domestic wastewater</b> produced at a <b>property</b> from residential activities. It includes human waste and <b>wastewater</b> from residential kitchens, laundries, showers and basins.                   |
| <b>Environment Protection Authority</b>     | The statutory authority established under section 15 of the <i>Protection of the Environment Administration Act 1991</i> .  |
| <b>Equivalent domestic mass</b>             | The mass of a substance that would be expected in the <b>trade wastewater</b> if it were at <b>domestic concentration</b> .   |
| <b>Flow weighted charge</b>                 | The portion of a substance's charge for a billing period attributed to any sample collected according to schedule 2 or, if such sample is required but not collected, then fixed by us according to schedule 2. |
| <b>Flow weighting factor</b>                | A factor used to determine <b>charges</b> as described in schedule 3.   |
| <b>Long term average daily mass (LTADM)</b> | For each pollutant, the figure listed in schedule 1 and used to determine <b>critical mass charges</b> as described in schedule 3.  |
| <b>Lower explosive limit</b>                | The minimum concentration of flammable and/or explosive substances that would result in a fire or explosion.  |
| <b>Mass discharged</b>                      | The mass of a pollutant discharged on a sample day and measured by multiplying the <b>composite sample</b> concentration by the <b>trade wastewater</b> discharge for that sample day.                          |
| <b>Maximum daily mass (MDM)</b>             | The greatest mass of a substance permitted for discharge within a 24-hour period.   |
| <b>Over capacity</b>                        | The status of a substance as determined according to <b>Sydney Water's</b> Policy.  |
| <b>Over capacity substance</b>              | A substance determined to be <b>over capacity</b> as notified from time to time by <b>us</b> .  |
| <b>Premises</b>                             | The land, plant and buildings described and specified in  |

| Term  | Definition   |
|---|--|
|   | paragraph 1 of schedule 7, on or in which the <b>customer</b> carries on industrial or other commercial activities specified in paragraph 2 of schedule 7.   |
| <b>Quality charge</b>                                 | A pollutant <b>charge</b> applied to trade waste discharges, based on the mass of each pollutant discharged to <b>our wastewater system</b> .  |
| <b>Regulator</b>                                      | Any statutory authority, which may grant permission, authority or licence to <b>Sydney Water</b> to operate the <b>wastewater system</b> or treat or dispose of <b>wastewater</b> treatment by-products.   |
| <b>Residual products</b>                              | Biosolids, re-use water or other similar product intended for re-use that <b>Sydney Water</b> may develop from time to time.   |
| <b>Risk index</b>                                     | <p>A ranking applied to the <b>consent</b> by <b>us</b> to describe the relative risk of accepting the <b>trade wastewater</b>. <b>We</b> will determine the <b>risk index</b> based on the methodology <b>we</b> determine from time to time, or as <b>we</b> believe necessary to consider particular circumstances. <b>We</b> use the <b>risk index</b> to determine, among other things, the:</p> <ul style="list-style-type: none"> <li>• amount of self-monitoring required</li> <li>• number of inspections <b>we</b> need to do</li> <li>• annual consent fee</li> <li>• term of the consent.</li> </ul> |
| <b>Significant breach</b>                             | Any <b>breach</b> of a nature outlined at clause 15.2. Such <b>breaches</b> may result in immediate suspension or termination of the <b>consent</b> .  |
| <b>Standard mass charging rate</b>                    | The charge per kilogram for substances as defined in Schedule 3.   |
| <b>Responsibilities of connected customers policy</b> | <b>Our</b> policy detailing the conditions under which <b>we</b> will agree to accept <b>trade wastewater</b> to <b>our wastewater system</b> .  |
| <b>Trade wastewater</b>                               | Any liquid, and any substance in it, which may be produced at the property in a non-residential activity, and <b>wastewater</b> transported by any vehicle, including septic effluent and <b>wastewater</b> from ships and boats and run-offs from contaminated open areas. <b>Trade wastewater</b> does not include <b>domestic wastewater</b> from <b>premises</b> connected to <b>our wastewater system</b> .   |
| <b>Trade waste residue</b>                            | Any substance separated from <b>trade wastewater</b> , which remains behind when the <b>trade wastewater</b> is discharged to the <b>wastewater system</b> .   |
| <b>Wastewater</b>                                     | Also known as sewage, <b>wastewater</b> includes the water <b>you</b> flush down <b>your</b> toilet, water that drains from <b>your</b> bathtub, sinks, washing machine and many other source.   |
| <b>Wastewater services</b>                            | The <b>services we</b> are permitted to provide by the <b>Operating Licence</b> and any applicable law related to providing <b>wastewater services</b> and disposing of <b>wastewater</b> .  |

| Term                               | Definition   |
|------------------------------------|--|
|                                    | This include the <b>wastewater</b> treatment plant the <b>wastewater</b> is discharged to, which is facilitated by a discharge point situated on the <b>premises</b> and specified in item 3 of schedule 7.  |
| <b>Wastewater system</b>           | Also known as the sewer. The <b>wastewater</b> pipes and treatment plants and other equipment that <b>we</b> must provide, manage, operate and <b>maintain</b> under the <b>Act</b> to provide <b>wastewater services</b> and dispose of wastewater. |
| <b>We, our, us or Sydney Water</b> | Sydney Water Corporation, established under the <b>Act</b> , including its officers, staff, agents and contractors.  |

## 1.2 Interpretations

In this **consent**, unless the contrary intention appears:

- (a) A reference to an Act or any delegated legislation or instrument made under an Act includes any other Act delegated legislation or instrument as may amend or replace any of them.
- (b) A reference to a word or expression in the singular form includes a reference to the word or expression in the plural form and vice versa.
- (c) A reference to a party or a person includes a reference to a corporation.
- (d) A word or expression that indicates one or more particular genders is taken to indicate every other gender.
- (e) Headings to clauses and paragraphs are included in this **consent** to aid understanding of its terms and condition. They are not intended to affect the meaning or application of any term or condition.
- (f) A reference to a clause, schedule or appendix is a reference to a clause of or schedule or appendix to this **consent** and any such schedule or appendix is a part of this **consent**.

## 1.3 Remedies available to the parties under this **consent**:

- (a) are cumulative
- (b) do not prejudice or affect any other remedy available to the parties.

## 1.4 No rule of construction applies to the disadvantage of a party because that party was responsible for preparing this **consent** or any part of it.

## 2. Application of certain statutes and laws

### 2.1 This **consent** is made under and is subject to the provisions of the **Act**.

### 2.2 This **consent** is governed by and will be performed according to the law applicable in the State of New South Wales.

### 2.3 Subject to the terms and conditions of this **consent**, the **customer** has lawful authority to dispose of **trade wastewater** for purposes of:

- (a) Section 115 of the *Protection of the Environment Operations Act 1997*
- (b) Section 49 of the **Act**.



### 3. Commencement and term of consent

- 3.1 This **consent** commences on the date specified in paragraph 4 of schedule 7.
- 3.2 This **consent** will, unless terminated or renewed according to this **consent**, continue for the period specified in item 5 of schedule 7.

### 4. Discharge of trade wastewater into the wastewater system

- 4.1 **You** may discharge **trade wastewater** from the **premises** into **our wastewater system** according to the provisions of schedule 1 and schedule 4.
- 4.2 **You** must not discharge **trade wastewater** from the **premises** into **our wastewater system** contrary to the provisions of schedule 1 and schedule 4.
- 4.3 **You** indemnify **us** against all damages, losses, costs or expenses that **we** suffer or incur, caused by any unauthorised discharge from the **premises** in respect of:
- (a) injury (including death) or harm to any person
  - (b) damage to **property** vested in **Sydney Water**
  - (c) contamination of **residual products**
  - (d) material harm to any **wastewater** treatment process.

This applies as long as the said damages, losses, costs or expenses that **we** suffer or incur, are caused by any unauthorised discharge, by **you** or any other person from **your premises**, of **trade wastewater** or other matter into **our wastewater system**, which is in **breach** of this **consent**. This is except to the extent to which the damages, losses, costs or expenses (as the case may be) were caused by either **our** negligent or wilful act or omission or by **us breaching** this **consent**.

- 4.4 **You** must take all reasonable precautions practicable to ensure that no person, other than a person acting for **you** or on **your** behalf or **your** consent, discharges any matter from the **premises** into **our wastewater system**.
- 4.5 For purposes of this **consent**, **we** will consider every discharge of matter from the **premises** into **our wastewater system** to have been discharged by a person acting for or on behalf of, or with the consent of, the **customer**.

### 5. Charges

- 5.1 **You** must pay **our charges** for **trade wastewater** discharged to **our wastewater system**, the administration of this **consent** and, when applicable, the tracking of **grease trap waste** determined according to, and within the time and in the manner specified in, schedule 3.
- 5.2 **We** may vary the basis of **charges** or the charging rates in schedule 3, either:
- (a) as and when determined by the Independent Pricing and Regulatory Tribunal of New South Wales (IPART)
  - (b) with **your** written **consent**.

### 6. Inspections

- 6.1 A **Business Customer Representative** may enter the **premises** at any time:
- (a) to inspect whether **you** are conducting **your** activities according to this **consent**
  - (b) for the purposes described in Section 38 of the **Act** or to exercise any right or function conferred on **us** under this **consent**.

**This clause does not limit our statutory powers of entry.**

- 6.2** When exercising rights under clause 6.1, a **Business Customer Representative**:
- (a) must not delay or inconvenience the efficient conduct of **your** business activities, if it can be reasonably avoided
  - (b) must not be impeded or delayed by any person on the **premises**, except for any relevant safety precautions.

- 6.3** If, in **our** opinion, it is necessary for a **Business Customer Representative** to exercise rights under clause 6.1, **you** will make payment according to the provisions of schedule 3.

## **7. Inquiries**

- 7.1** **We** may convene and determine the terms of reference of a joint inquiry about the circumstances relating to an incident that may have caused a **breach**.
- 7.2** An inquiry under clause 7.1 is to be conducted informally and without legal representation for purposes of gathering information about an incident directly from any person who may be expected to know, from his or her own observations, about the circumstances relating to the incident.
- 7.3** An inquiry under clause 7.1 may be conducted irrespective of whether the incident, the subject of the inquiry, is also the subject of a **default notice**.
- 7.4** Before conducting an inquiry under clause 7.1, **we** may agree with **you** on what action, if any (except any action related to a statutory obligation), may be taken with respect to any information that may be gathered during the inquiry.

## **8. Default procedures**

- 8.1** If, in **our** opinion, **you** commit, cause or allow a **breach** to occur, **we** may issue a **default notice** to **you**.
- 8.2** A **default notice** must:
- (a) provide any relevant particular of the **breach** alleged by **us**, including any particular known to **us** that may help **you** ascertain the alleged **breach**
  - (b) specify that **you** must respond to **us** in writing within seven days of receiving the notice.
- 8.3** A **default notice** is not invalid merely because it does not provide a particular that may help **you** ascertain the alleged **breach**.
- 8.4** Any supply to **you** from **us** of particulars under clause 8.7(a) is taken, for purposes of clause 8.5, to be a **default notice** under clause 8.1.
- 8.5** **You** must respond to **us** in writing for any **default notice** within seven days of receiving the **default notice**. This response must:
- (a) request further particulars of the alleged **breach**
  - (b) describe or explain the circumstances causing:
    - i. the event which appeared to **us** to be a **breach**
    - ii. the **breach** to occur
  - (c) describe any action taken with respect to the alleged **breach**
  - (d) provide a plan of action for **you** to avoid the occurrence of any incident similar to the alleged **breach**

- (e) explain the reasons why **you** dispute the alleged **breach**.
- 8.6** **You** may make one request only for particulars under clause 8.5(a) with respect to a **default notice**.
- 8.7** When **you** respond to **us** in writing according to clause 8.5, **we** must, within seven days of receiving that response, either:
- (a) with respect to clause 8.5(a), provide in writing to **you** any further particulars that **we** may be able to provide, in which case **you** shall be allowed a further seven days from receipt of those particulars to respond as required by clause 8.5(b)
  - (b) specify to what extent **we** accept, reject or disagree with the response under 8.5(b) and provide details of any action **we** propose to take (including any special requirements **we** may impose) to deal with the **breach**.
- 8.8** The issue of a **default notice** by **Sydney Water** is without prejudice to any right or power **we** may have related to this **consent** or conferred on **us** by statute or statutory rule.
- 9. Improvement program**
- 9.1** **You** must, at **your** own expense, establish and implement the improvement program specified in, and according to the provisions of, schedule 4.
- 9.2** If, before failing to comply, **you** notify **us** that **you** may not be able to comply with any obligation under clause 9.1, **we** will consider any reasonable proposal from **you** to vary a term or condition of the improvement program.
- 10. Diligence program**
- 10.1** Within six months of the making of this **consent**, **you** must give **us** a notice specifying a current diligence program.
- 10.2** For purposes of clause 10.1, a diligence program includes a plan, which demonstrates that **your** management is exercising reasonable care to plan and take appropriate action, to prevent or minimise the effects of any incident that may constitute a **breach**.
- 11. Suspension or termination of consent to discharge trade wastewater**
- 11.1** **We** may suspend the **consent** granted in clause 4.1 if:
- (a) **you** do not comply with clause 8.5, 9.1, 12.1, 12.2 or notice of the suspension is given to **you**
  - (b) **we** are, for any reason specified in clause 11.2, unable to accept for treatment **trade wastewater** that may be discharged by **you**.
- 11.2** **We** may, by giving a notice to **you**, suspend the **consent** granted in clause 4.1 if, in **our** reasonable opinion:
- (a) an emergency prevents the **wastewater system** from accepting any or certain specified categories of **trade wastewater** that **you** may discharge
  - (b) an event has occurred, which could have an adverse effect on any of our employees, agents or contractors or on the **wastewater system**, including any biological process.
- This applies whether the emergency or event is caused by fire, storm, tempest, flood, malicious damage, act of war, civil disobedience, explosion, earthquake or an act or omission of an employee, or agent of, or contractor to **Sydney Water**, or an unlawful discharge of matter into the **wastewater system**, or some other cause.



- 11.3 The period of any notice of suspension given under clause 11.2 will be no shorter than any period, which in **our** opinion the circumstances dictate.
- 11.4 **You** must comply with any notice under clause 11.1 or 11.2 subject only to any delay required to safeguard the health or life of any person.
- 11.5 Any suspension under clause 11.1 or 11.2 must not be longer than **we** believe the circumstances dictate.
- 11.6 If **you** do not cease discharging **trade wastewater** according to a notice given under clause 11.1 or 11.2 and **we** believe that **you** are not taking appropriate measures to stop the discharge, a **Business Customer Representative** may, with such other persons as he or she may think necessary, enter the **premises** and take such measures as he or she may think necessary to stop the discharge.
- 11.7 A suspension under clause 11.1 or 11.2 or any action that may be taken according to clause 11.6 does not give rise to any remedy to **you** against **us** for, or in respect of, the suspension or action.
- 11.8 Any costs **we** incur related to actions under clause 11.6 is a debt payable to **us** by **you** when **we** demand.
- 11.9 **We** may suspend the **consent** granted in clause 4.1 if the discharge of **trade wastewater** by **you** according to the **consent** granted under clause 4.1, by itself or together with the discharges of other persons is likely, in **our** opinion, to cause **us** to contravene any legislation, permission, authority or licence granted by a **regulator**, or any other regulatory authority.
- 11.10 **We** must terminate any suspension under clause 11.9 as soon as **we** are reasonably satisfied that the conditions giving rise to the suspension no longer exist.
- 11.11 If the **customer** and **Sydney Water** cannot agree according to clause 11.10, they will initiate and attend discussions with the **regulator** to resolve any relevant matter.
- 11.12 If, after discussions under clause 11.11, **you** and **Sydney Water** fail to agree according to clause 11.10, **we** may terminate the **consent** granted in clause 4.1.
- 11.13 Without limitation of the effect of any other clause in this **consent**, **we** may terminate or suspend **your** permission to discharge **trade wastewater** immediately by written notice to **you**, if we believe **your** discharge of **trade wastewater** is in **breach** of this **consent** and is likely to cause **us** to:
- (a) contravene any condition of any licence issued to **us** by the EPA
  - (b) fail to meet a product specification of any of **our residual products**
  - (c) **breach** or fail to comply with any legislation.
- 11.14 A suspension under clause 11.9 or 11.13 according to the terms of this **consent** or a termination under clause 11.12 or 11.13 according to the terms of this **consent** does not give rise to any remedy to **you** against **us** for or in respect of the suspension or termination.
- 11.15 Without limiting the effect on any other clause in this **consent**, **we** may terminate or suspend **your consent** to discharge **trade wastewater** immediately by written notice served on **you**, according to Section 100 of the **Act**, if any of the following occur:
- (a) **you** fail to pay **us** any amount due and payable under this **consent** within 21 days of the due date for payment and any such payment is not made within 14 days of a written request from **us** to do so.
  - (b) **you** are in **breach** of the **consent** and is unable or unwilling to remedy the **breach** of

**consent** as required by **us**.

**You** acknowledge and agree that if, following the termination of the **consent**, **you** continue to discharge **trade wastewater** into **our wastewater system**, a **Business Customer Representative** may enter **your premises** and take all reasonable, necessary steps to stop the continued discharge of **trade wastewater** to **our wastewater system**. The right of entry conferred by this clause is in addition to, and not in substitution for, any power of entry conferred on **us** by the **Act**.

## 12. Supply of information

12.1 Any information **you** supply to **us** for purposes of making this **consent** or for any purpose of this **consent** must, as far as reasonably possible, be a true and complete disclosure by **you** for purposes of enabling **us** to:

- (a) determine whether to grant the **consent** in clause 4.1
- (b) determine whether there has been any **breach** of this **consent**.

12.2 **You** must not, in or in connection with a document supplied to **us** for purposes of making this **consent** or for any purpose of this **consent**, furnish information, which is false or misleading in a material particular related to the **trade wastewater** to be discharged to the **wastewater system**.

12.3 **We** must not disclose any confidential information obtained in connection with the administration or execution of this **consent**, unless that disclosure is made:

- (a) with **your** written consent
- (b) with other lawful excuse.

## 13. Sampling

13.1 For purposes of this **consent**, schedule 2 specifies sampling and analysis criteria, flow rates and volume determinations of **trade wastewater** to be discharged or discharged under clause 4.1.

13.2 A **Business Customer Representative** may take as many samples of **trade wastewater** at any point in any production process or storage facility, or at any other point on the **premises**, as he or she thinks fit.

13.3 **You** must comply with the provisions of schedule 2.

## 14. Apparatus, plant and equipment for recording or treating trade wastewater

14.1 **You** must, at **your** own cost, provide, operate and **maintain** in effective and efficient working order, the apparatus, plant and equipment described in schedule 5 to regulate, treat, determine and measure the quality, quantity and rate of discharge of **trade wastewater** under clause 4.1.

14.2 **We** may require the **customer** to use its discretion to formulate and take such additional actions as may be appropriate to achieve the objects which, in **our** opinion, are necessary for **you** to regulate, treat, determine or measure **trade wastewater** for purposes of discharge under clause 4.1.

14.3 **You** must, at **your** own cost, maintain records of all measurements, sampling and results obtained in the course of treating and discharging **trade wastewater** under clause 4.1, in such manner as **we** may require.

14.4 **You** must submit documents to **us** containing records of results specified in schedule 2.

14.5 **You** must maintain records of particulars and dates of cleaning and **maintaining** all apparatus, plant and equipment described in schedule 5 and particulars, dates and method of disposing of

**trade waste residue** from such apparatus, plant and equipment.

**14.6 You** acknowledge that **we** do not approve or warrant that any apparatus, plant or equipment **you** use is sufficient to process or treat **trade wastewater** for discharge under clause 4.1.

**15. Variation and renewal of consent**

**15.1** Before varying, substituting or adding any process conducted or to be conducted on the **premises** that may cause the volume, rate or quality of **wastewater** discharged to change from that agreed under schedule 1 and schedule 4, **you** shall give **us** at least 14 days written notice of **your** intention. Any variation, substitution or addition shall only be conducted after **you** receive **our** written **approval**, subject to any conditions (including any requirement to vary the terms of this **consent**) that **we** impose.

**15.2 We** may vary the terms of this **consent** where:

- (a) **we** allege a single **significant breach** or three **breaches** of the same nature, to have occurred in a six-month period
- (b) in **our** opinion, a substantial or material part of any plan of action under clause 8.5(d) may not be completed for more than 90 days
- (c) **you** give **us** notice under clause 15.1.

For the purposes of this clause and without limitation, the following circumstances shall be regarded as being a single **significant breach**:

- i. An activity or event that could adversely affect; the health and safety of any **Sydney Water** employee, agent or contractor, the integrity of **our** assets or the viability of any of **our wastewater treatment** processes or products
- ii. A failure to achieve an effluent improvement program milestone
- iii. A failure to install pre-treatment
- iv. A by-pass pre-treatment and/or the installation of equipment that facilitates the by-pass of pre-treatment
- v. A flow-meter turned off or bypassed.

**15.3 You** may initiate a renewal of this **consent**:

- (a) no less than two months before the expiration date of this **consent**
- (b) no more than six months before the expiration date of this **consent**.

**15.4** This **consent** will be deemed renewed for a further six months, immediately after its expiration, if it is current immediately before the expiration of the term detailed in 3.2, or any subsequent terms renewed according to this clause, and:

- (a) **you** have not given notice according to clause 20.1 of this **consent**
- (b) **we** have not given **you** at least 30 days' notice before the expiration of this **consent**, of **our** intention to permit the **consent** to expire according to clause 3.2

**15.5 We** will consider any amended schedules that **we** prepare in response to a variation or renewal be incorporated into this **consent**:

- (a) on execution by **you**
- (b) after 14 days from when **you** receive the notice of the variation or renewal.

**15.6** The notification of alterations to the critical status of any pollutants does not constitute a

variation.

**16. Disposal of trade waste residue**

**16.1** You must not dispose of any **trade waste residue**, except according to the requirements of the EPA.

**17. Disposal of grease trap wastes**

**17.1** You must not dispose of **grease trap wastes** other than according to **our** Wastesafe management system.

**18. This consent comprises all applicable terms and conditions**

**18.1** The provisions of this **consent** make up all of the applicable terms and conditions between the parties.

**18.2** The parties declare that no further or other promises or provisions are, or will be claimed to be implied, or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by any party (or its agent) to another, on or before the execution of this deed, and the existence of any such implication or collateral or other agreement, is hereby negated by the parties.

**18.3** Clauses 18.1 and 18.2 do not prejudice the ability of the parties to vary or amend this **consent** according to the provisions of this **consent** or by a further **consent** in writing.

**19. No transfer or assignment**

**19.1** You cannot transfer or assign the **consent** granted in clause 4.1 nor any other right or obligation the **customer** has or may have under this **consent**, without **our** prior written **consent**.

**20. Termination of consent by customer**

**20.1** You may terminate this **consent** upon giving **us** at least 30 days' written notice. The notice must state the date on which this **consent** terminates.

**20.2** You are bound by the provisions of this **consent** for any discharge of **trade wastewater** into **our wastewater system** from the **premises**, including the payment of **charges** under clause 5.1, from the start of this **consent** until its termination.

**20.3** Notwithstanding provisions contained elsewhere in this **consent**, the parties may terminate this **consent** in writing by mutual agreement provided the parties enter into a further trade waste **consent** immediately following termination of this **consent**.

**21. Notices and communications**

**21.1** A notice or communication under this **consent** must be in writing.

**21.2** For the purposes of clause 21.1, a notice or communication may;

- (a) left at the address of the addressee
- (b) sent by prepaid ordinary post to the address of the addressee
- (c) sent by facsimile transmission to the facsimile number of the addressee
- (d) sent by email to the email address of the addressee
- (e) sent to such other address as may be notified by the addressee to the other party as specified in schedule 8.

**21.3** Unless a later time is specified in it, a notice or communication takes effect from the time it is received.

21.4 Unless the contrary is shown, for purposes of clause 21.3, if a notice or communication is:

- (a) a letter sent by pre-paid post, **we** will consider it to have been received on the third day after posting
- (b) a facsimile, **we** will consider it to have been received on the addressee when the sender receives written or oral device from the addressee that they have received the whole of the facsimile transmission in a form that is legible.

## 22. Miscellaneous

21.1 Each party must act in good faith in the implementation of this **consent** and, without limiting the scope of this obligation, must also seek to resolve any difference or **dispute** between them about the **consent** in good faith.

## 23. Entire consent

23.1 This **consent** constitutes the entire agreement between the parties in relation to its subject matter. No understanding, arrangement or provision not expressly set out in this **consent** will bind the parties. Accordingly, all correspondence, negotiations and other communications between the parties in relation to the subject matter of this consent that precede this consent are superseded by and merged in it.

**Note: This consent has no effect until it is executed for and on behalf of Sydney Water Corporation.**



## Contact us

13 20 92

**[sydneywater.com.au](http://sydneywater.com.au)**

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Attachment 2: Application for Variation of Tradewaste Agreement

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# Consent to discharge industrial trade wastewater

## Application form

|  |                                 |                                 |                             |             |   |
|--|---------------------------------|---------------------------------|-----------------------------|-------------|---|
| Full name of applicant (Block letters)           |                                 |                                 | Sydney Water Account number |             |   |
| Eddy Hawach                                      |                                 |                                 | 4 5 3 5 9 3 8               |             |   |
| Business address where discharge will occur      |                                 |                                 |                             |             |   |
| 14 Kiara Crescent, Yennora                       |                                 |                                 | Phone                       | 1300 141315 |   |
|  |                                 | Post code                       | 2161                        | Fax         | - |
| Postal address                                   |                                 |                                 |                             |             |   |
| PO Box 4392, North Rocks                         |                                 |                                 | Phone                       |             |   |
|  |                                 | Post code                       | 2151                        | Fax         | - |
| Business trading name                            |                                 | Australian Company number (ACN) |                             |             |   |
| Enviro waste services Group Pty Ltd              |                                 | 613987438                       |                             |             |   |
| Full name of occupier (if other than applicant): |                                 |                                 |                             |             |   |
| Details of contact person at the premises        |                                 |                                 |                             |             |   |
| Name   | Eddy Hawach                     |                                 | Phone                       | 0420511727  |   |
| Position title                                   | Director                        |                                 | Fax                         | -           |   |
| Email  | eddy.h@envirowaste.com.au       |                                 |                             |             |   |
| Emergency contact (outside business hours)       |                                 |                                 |                             |             |   |
| Name   | Eddy Hawach                     |                                 | Phone                       | 0420511727  |   |
| Principal business activity on-site              |                                 |                                 |                             |             |   |
| Liquid waste disposal facility                   |                                 |                                 |                             |             |   |
| Processes generating trade wastewater            |                                 | Office use only                 |                             |             |   |
|  |                                 | Process description             | Code                        |             |   |
| 1.   | Grease trap waste removal depot |                                 |                             |             |   |
| 2.   |                                 |                                 |                             |             |   |
| 3.   |                                 |                                 |                             |             |   |
| 4.   |                                 |                                 |                             |             |   |
| 5.   |                                 |                                 |                             |             |   |

If insufficient space above, attach a separate list.

Note: You must include a description of the general nature of the business, including details of the wastewater characteristics in Appendix C of this form. For more information, see *Industrial trade waste consent: What you need to apply for consent to discharge industrial trade wastewater*



## Discharge details

| 1. Does the property currently discharge trade wastewater to the wastewater system?  |  |   |       |      |
|--|--|---|-------|------|
| <input checked="" type="checkbox"/> Yes  | <input type="checkbox"/> No            | If no, what is the expected commencement date of discharge? | Month | Year |
|  |  |   |       |      |
| 2. Does the property have more than one connection to our wastewater system (sewer)? |  |   |       |      |
| <input type="checkbox"/> Yes   | <input checked="" type="checkbox"/> No | If yes, how many?   |       |      |

Note. You must complete a separate application for each trade wastewater connection to our wastewater system.

## Pre-treatment

| 3. Is any of the trade wastewater treated before you discharge to our system |   |                             |  |
|--|---|-----------------------------|--|
| <input checked="" type="checkbox"/> Yes                                      | If yes, attach details of existing pre-treatment facilities as Appendix D | <input type="checkbox"/> No | If no, attach details of proposed pre-treatment facilities as Appendix D |

See Appendix D in *Industrial trade waste consent: What you need to apply for consent to discharge industrial trade wastewater*

| 4. Grease traps must be cleaned by a Contractor registered with our Wastesafe system. If you have grease traps installed, we will determine the frequency your grease traps must be cleaned. |   |
|--|---|
| Grease trap cleaning contractor  | Wastesafe ID number   |
| N/A  |   |
| 5. After pre-treatment, will the trade wastewater be pumped to the wastewater system?  |   |
| <input type="checkbox"/> Yes   | Attach the pump manufacturer's specification/brochure as Appendix E |
|  | <input checked="" type="checkbox"/> No                              |

See Appendix E in *Industrial trade waste consent: What you need to apply for consent to discharge industrial trade wastewater*

## Water meters

| 6. Is a water meter fitted to the premises?   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Yes (supplying your business only)                                      | How many meters?  | 1 |
| <input type="checkbox"/> Yes (supplying other businesses/residences)  | How many meters?  |   |
| List the serial number(s) on the meters:  | <ul style="list-style-type: none"> <li>• B0V132469</li> <li>•</li> <li>•</li> </ul> |   |
| <input type="checkbox"/> No   | You must arrange to fit a water meter   |   |
| 7. Will you use water other than Sydney Water mains supply on the premises (eg bore water, recycled water)? |   |   |
| <input type="checkbox"/> Yes (Provide details)  | NO  |   |

**6. Is a water meter fitted to the premises?**

No

Yes

**Rate of discharge**

**8. Estimate the maximum instantaneous rate of discharge to the wastewater system.**

6 litres/second

**9. Estimate the maximum daily rate of discharge to the wastewater system.**

250'000 litres

**10. Estimate the average daily rate of discharge to the wastewater system.**

220'000 litres

Note for questions 8, 9 and 10:

- A fully open tap will supply about 0.3 litres of water each second (about 1,000 litres an hour)
- As a guide, the maximum daily discharge is likely to be 20% more than the average.

**Flow meters**

**11. Is a discharge flow meter installed?**

Yes

No

**12. What are the details of the existing or proposed discharge flow meter?**

**Brand**

Siemens

**Model**

Magflow

Note: You are required to install an approved discharge flowmeter. Visit [sydneywater.com.au](http://sydneywater.com.au) for information on flow measurement guidelines. Water meters are not suitable to measure the quantity of trade wastewater discharged and are not permitted for this purpose.

**Rainwater**

**13. Are there any discharges from your premises to our wastewater system that may contain rainwater?**

Yes (You must complete Appendix F)

No

**Details of operations**

**14. What hours will you discharge trade wastewater to our wastewater system?**

|                  |          |    |          |                 |          |    |          |
|------------------|----------|----|----------|-----------------|----------|----|----------|
| <b>Monday</b>    | 12:01 am | to | 23:59 pm | <b>Thursday</b> | 12:01 am | to | 23:59 pm |
| <b>Tuesday</b>   | 12:01 am | to | 23:59 pm | <b>Friday</b>   | 12:01 am | to | 23:59 pm |
| <b>Wednesday</b> | 12:01 am | to | 23:59 pm | <b>Saturday</b> | 12:01 am | to | 23:59 pm |
| <b>Sunday</b>    | 12:01 am | to | 23:59 pm |                 |          |    |          |





**15. How many people are (or will be) employed at the premises?**

|                 |   |
|-----------------|---|
| <u>3</u> people | This information allows us to estimate the volume of water used for domestic purposes |
|-----------------|---|

**16. Have you lodged a development application with your local council?**

|   |                             |
|---|-----------------------------|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
|---|-----------------------------|

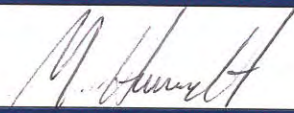
**Declaration, applicant and owner details**

| Full name of applicant | Signature  | Date    |
|------------------------|--|---------|
| Eddy Hawach            |  | 16-9-21 |
| Name of witness        | Signature  | Date    |
| Simon Saba             |   | 16-9-21 |

**17. Are you (the applicant) also the owner or managing agent for the property?**

|                              |  |
|------------------------------|--|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|------------------------------|--|

The owner/managing agent must declare, by providing their details and signing below, that they are aware of this application and the business conducted on the property.

| Signature of owner or managing agent  | Print name     | Date    |
|---|----------------|---------|
|  | Melissa Hawach | 16-9-21 |
| Role  | Agency stamp   |         |
| <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Managing agent   |                |         |

## Appendices

Attach appendices A to F (plus any other relevant appendices) to this application. Please read each section of *Industrial trade waste consent: What you need to apply for consent to discharge industrial trade wastewater* and submit appendices as appropriate.

| Appendix | Title  | Attached?                               |  |
|----------|--|---|--|
| A        | Site plan  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| B        | Plan of any proposed drainage  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| C        | Nature of business: industrial processes                                 | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| D        | Pre-treatment equipment  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| E        | Pump specifications  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| F        | Open area details (details of any discharges that may contain rainwater) | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |

### Appendix A

#### Site plan

Your site plan should be no larger than A3 (297 mm x 420 mm). See *Industrial trade waste consent: What you need to apply for consent to discharge industrial trade wastewater* for more information.

### Appendix B

#### Plan of proposed drainage

Attach a sewer service diagram.

### Appendix C

#### Nature of business: Industrial processes

*Grease trap waste recival depot*

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**Table 1 Substances:**

Indicate, in milligrams per litre, the Average Concentration of all substances expected to be present in the trade wastewater discharge. Please also indicate (including the amount) any raw materials, products, chemicals or other goods, stored on site, which may contain the substances listed below.

| Substance                      | Average concentration mg/L | Tick if stored | Amount stored Kg |
|--------------------------------|----------------------------|----------------|------------------|
| Biochemical Oxygen Demand      |                            | ✓              |                  |
| Suspended Solids               |                            | ✓              |                  |
| Grease – Total                 |                            | ✓              |                  |
| Sulphate                       |                            |                |                  |
| Ammonia                        |                            | ✓              |                  |
| Nitrogen                       |                            |                |                  |
| Phosphorus                     |                            |                |                  |
| Aluminium                      |                            |                |                  |
| Arsenic                        |                            |                |                  |
| Barium                         |                            |                |                  |
| Benzene                        |                            |                |                  |
| Biocides                       |                            |                |                  |
| Boron                          |                            |                |                  |
| Bromine                        |                            |                |                  |
| Cadmium                        |                            |                |                  |
| Chlorinated phenolics          |                            |                |                  |
| Chlorine                       |                            |                |                  |
| Chromium                       |                            |                |                  |
| Cobalt                         |                            |                |                  |
| Copper                         |                            |                |                  |
| Cyanide                        |                            |                |                  |
| Flammable/Explosive Substances |                            |                |                  |
| Fluoride                       |                            |                |                  |
| Formaldehyde                   |                            |                |                  |
| Herbicides and defoliant       |                            |                |                  |
| Iron                           |                            |                |                  |
| Lead                           |                            |                |                  |
| Lithium                        |                            |                |                  |
| Manganese                      |                            |                |                  |
| Mercaptans                     |                            |                |                  |
| Mercury                        |                            |                |                  |

| Substance  | Average concentration mg/L | Tick if stored | Amount stored Kg |
|--|----------------------------|----------------|------------------|
| Molybdenum   |                            |                |                  |
| Nickel   |                            |                |                  |
| Pesticides – General, Organophosphates, Organochlorines  |                            |                |                  |
| Organoarsenic compounds                                  |                            |                |                  |
| pH   |                            |                |                  |
| Petroleum hydrocarbons (non-flammable)                   |                            |                |                  |
| Phenolic compounds (non-chlorinated)                     |                            |                |                  |
| Polynuclear aromatic hydrocarbons                        |                            |                |                  |
| Radioactive materials                                    |                            |                |                  |
| Selenium   |                            |                |                  |
| Silver   |                            |                |                  |
| Sulphide   |                            |                |                  |
| Sulphite   |                            |                |                  |
| Thiosulphate   |                            |                |                  |
| Tin  |                            |                |                  |
| Total Dissolved Solids                                   |                            |                |                  |
| Uranium  |                            |                |                  |
| Volatile halocarbons (formerly chlorinated hydrocarbons) |                            |                |                  |
| Zinc   |                            | ✓              |                  |
| Any other substances?                                    |                            |                |                  |
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## Appendix D

### Pre-treatment equipment

Attach a floor plan and a schematic process instrumentation diagram as described in *Industrial trade waste consent: What you need to apply for consent to discharge industrial trade wastewater*

## Appendix E

### Pump specifications

If the final discharge (after pre-treatment) is, or will be, pumped to our wastewater (sewerage) system, please attach the pump manufacturer's specifications/brochure and the performance curve. Include information as detailed in *Industrial trade waste consent: What you need to apply for consent to discharge industrial trade wastewater*.

## Appendix F

### Open area information

Attach statement from your local council asking us to accept run-off from the open area as outlined in *Industrial trade waste consent: What you need to apply for consent to discharge industrial trade wastewater*, and answer the questions below.

1. Why can't the open area be roofed?

.....  
 .....  
 .....

2. Why is the area considered 'contaminated'? (Attach letter from the Environment Protection Authority or Council as evidence)

.....  
 .....  
 .....

3. What is the length of the area in meters? \_\_\_\_\_

What is the width of the area in metres? \_\_\_\_\_

Or

What is the total area in square metres? \_\_\_\_\_

4. What automatic rainwater controls do you propose to use? (Provide details of 'first flush' collection and bypass system).

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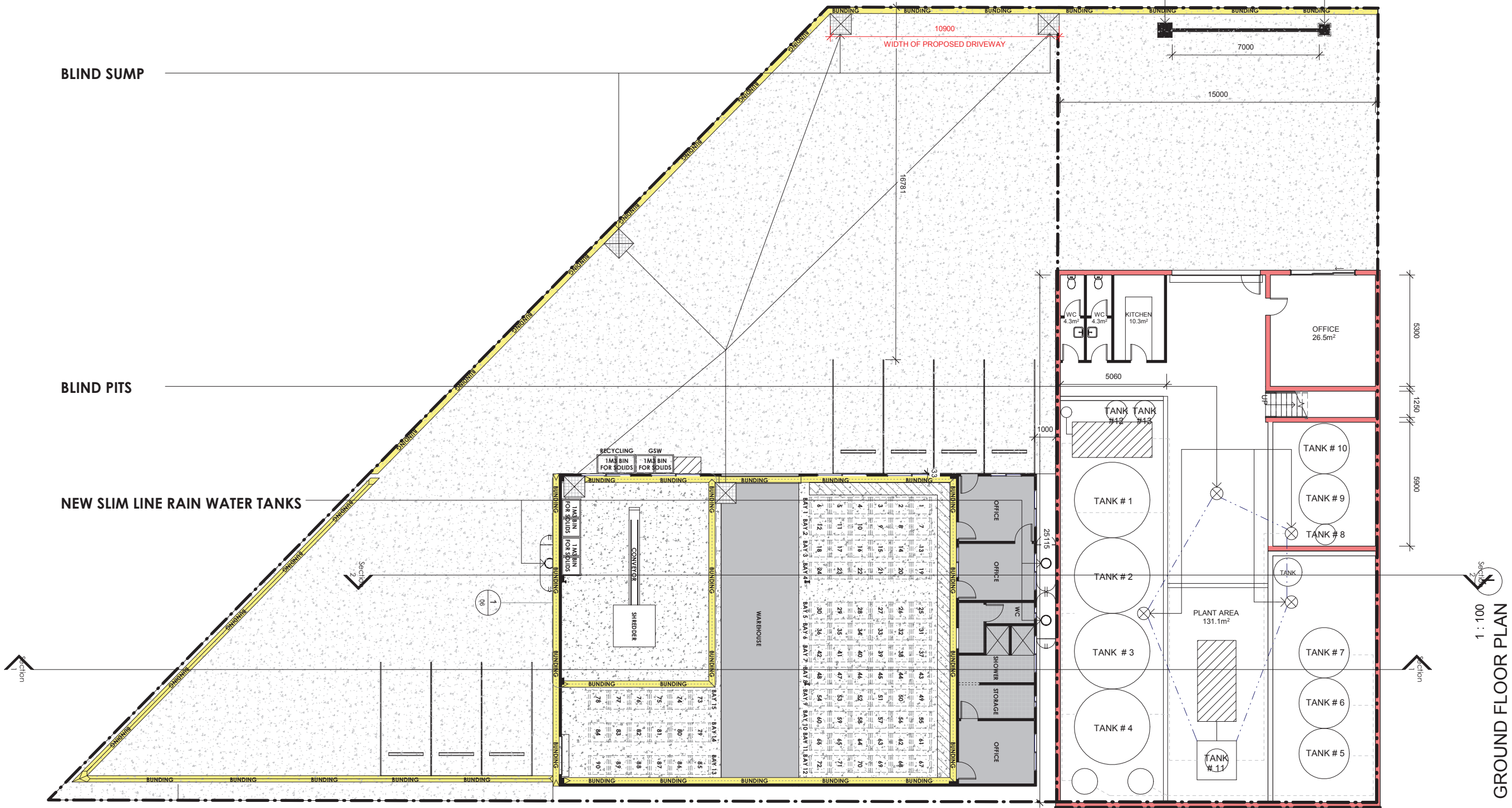
BUNG - CLOSING OFF DISCHARGE OUTLET

ISOLATED STORMWATER PITS AND GRATES

BLIND SUMP

BLIND PITS

NEW SLIM LINE RAIN WATER TANKS



1 : 100  
GROUND FLOOR PLAN

| REV | DESCRIPTION              | DATE     | BY |
|-----|--------------------------|----------|----|
| A   | APPLICATION FOR APPROVAL | 26 06 20 |    |
|     |                          |          |    |
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 www.bainidesign.com.au

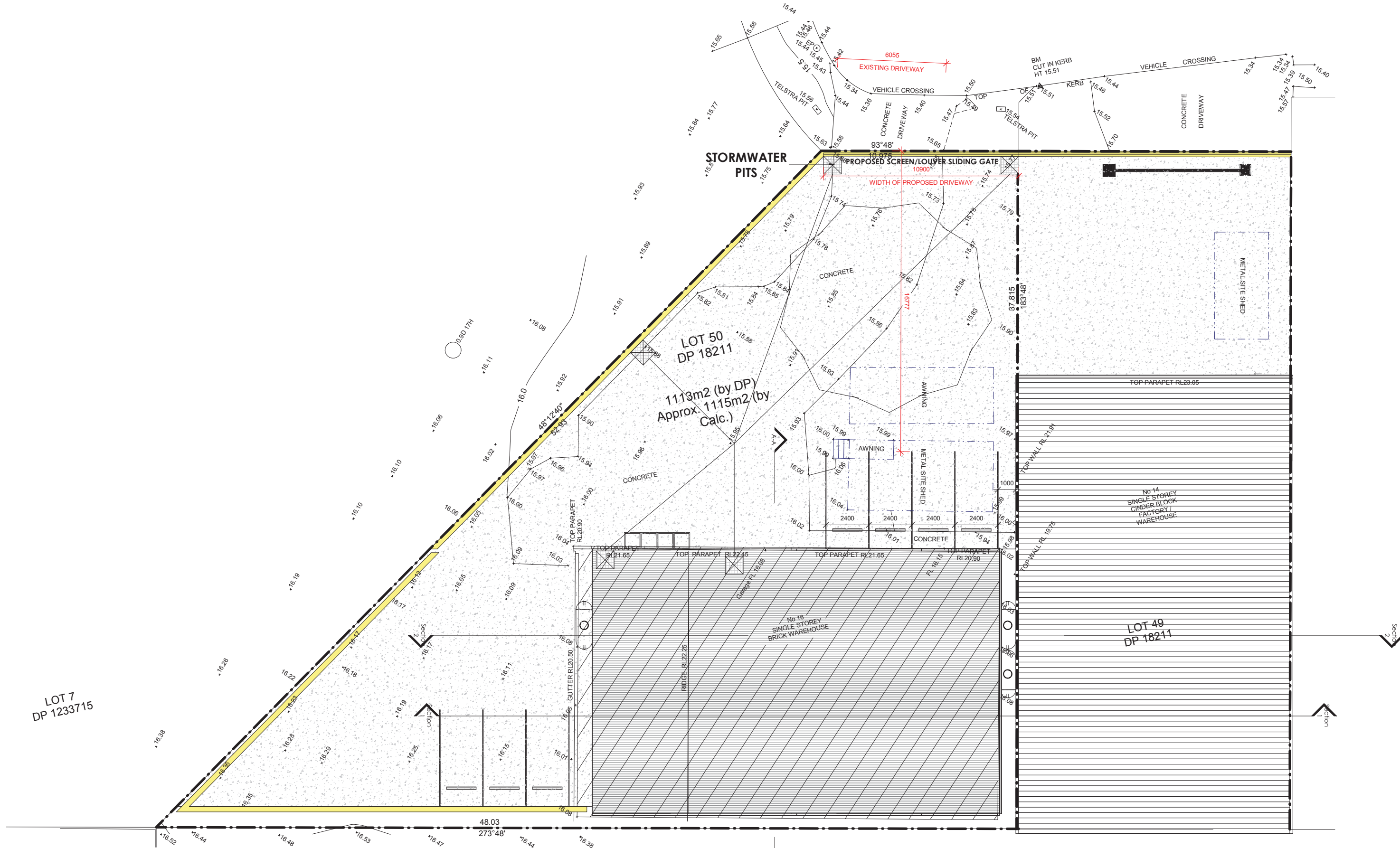
PROJECT TITLE  
**PROPOSED INDUSTRIAL ALTERATION AND ADDITION**  
**14 - 16 Kiara Crescent, Yennora**  
 DRAWING TITLE  
**FLOOR PLANS**

| PROJECT NUMBER | DRAWING NUMBER | DATE       | REVISION |
|----------------|----------------|------------|----------|
| <b>20097</b>   | 01             | 06/07/17   | A        |
| SCALE @ A1     | DRAWN BY       | CHECKED BY |          |
| 1 : 100        | GA             | CB         |          |

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1 : 100  
1  
SITE PLAN



| REV | DESCRIPTION              | DATE     | BY |
|-----|--------------------------|----------|----|
| A   | APPLICATION FOR APPROVAL | 26.06.20 |    |
|     |                          |          |    |
|     |                          |          |    |
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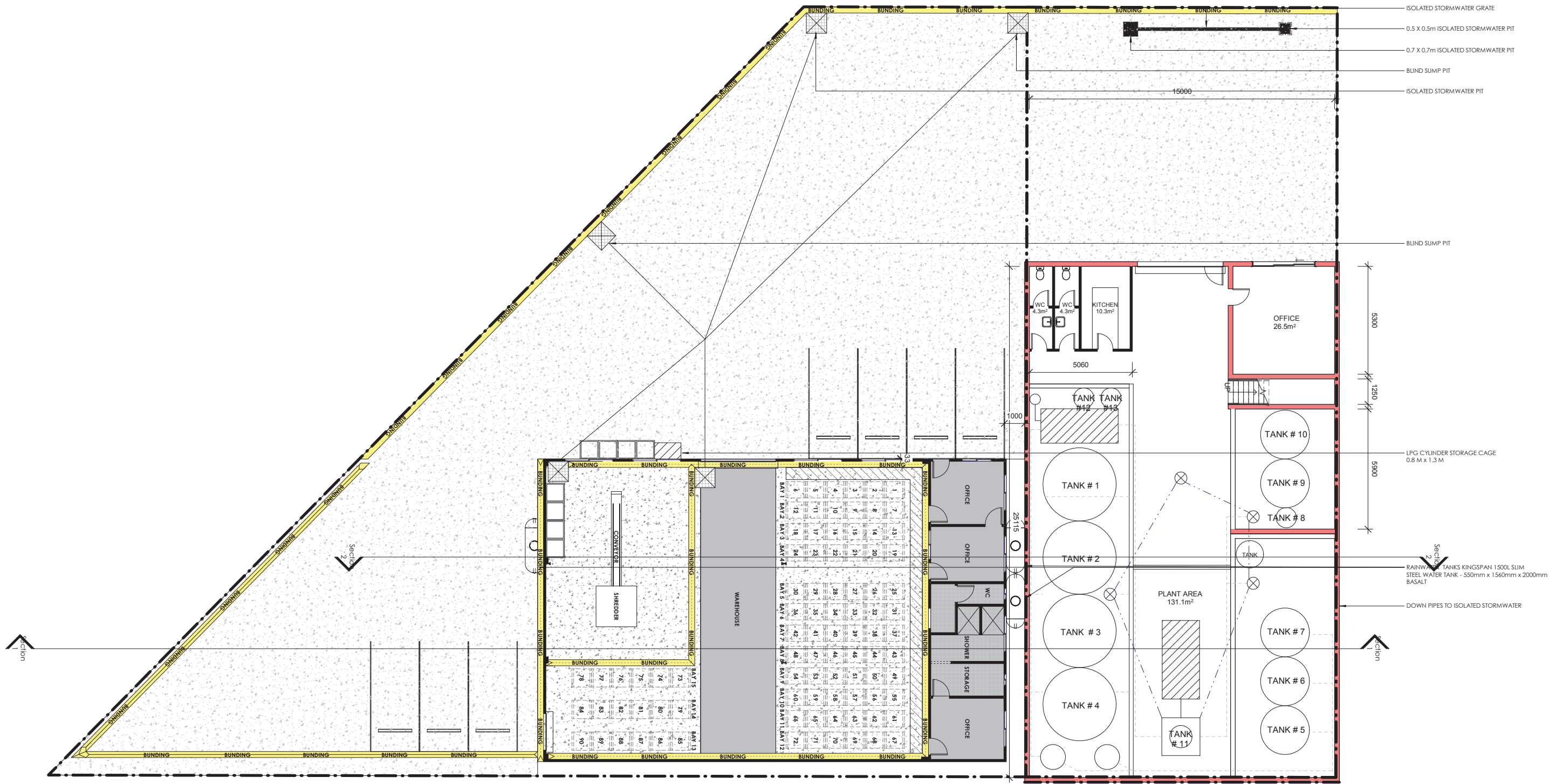
PROJECT TITLE  
**PROPOSED INDUSTRIAL ALTERATION AND ADDITION**  
**14 - 16 Kiara Crescent, Yennora**  
 DRAWING TITLE  
 SITE PLAN

| PROJECT NUMBER | DRAWING NUMBER | DATE       | REVISION |
|----------------|----------------|------------|----------|
| <b>20097</b>   | 02             | 06/26/20   | A        |
| SCALE @ A1     | DRAWN BY       | CHECKED BY |          |
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1 : 100  
DRAINAGE PLAN



| REV | DESCRIPTION              | DATE     | BY |
|-----|--------------------------|----------|----|
| A   | APPLICATION FOR APPROVAL | 26.06.20 |    |
|     |                          |          |    |
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**PROPOSED INDUSTRIAL ALTERATION AND ADDITION**  
**14 - 16 Kiara Crescent, Yennora**  
 DRAWING TITLE  
**DRAINAGE PLAN**

| PROJECT NUMBER | DRAWING NUMBER | DATE     | REVISION   |
|----------------|----------------|----------|------------|
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|                | SCALE @ A1     | DRAWN BY | CHECKED BY |
|                | 1 : 100        | GA       | CB         |

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1 SHREDDER DETAIL  
1 : 50



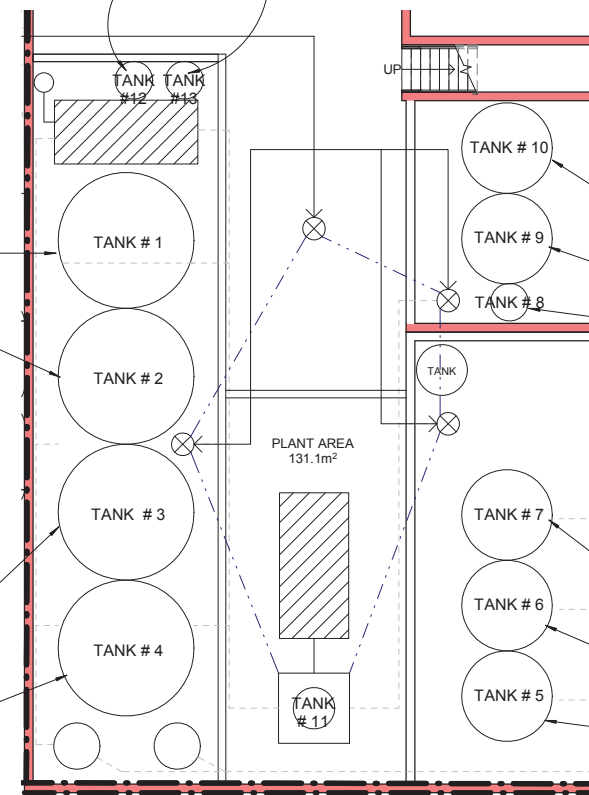
TANKS 1 & 2



TANKS 3 & 4



TANKS 12 & 13



2 TANKS DETAIL  
1 : 100



TANKS 8, 9 & 10



TANKS 5, 6 & 7

**Tank 1**  
Liquid & sewer (K130) & stormwater  
Sullage N205 landfill leachates M250 surfactants  
Liquid J120

**Tank 2**  
Liquid & sewer (K130) & stormwater  
Sullage N205 landfill leachates M250 surfactants

**Tank 3**  
Liquid & sewer (K130) & stormwater  
Sullage N205 landfill leachates M250 surfactants

**Tank 4**  
Liquid & sewer (K130) & stormwater  
Sullage N205 landfill leachates M250 surfactants

**Tank 5/6**  
Liquid J120

**Tank 7 (settling)**  
Liquid J120  
Liquid & sewer (K130) & stormwater

**Tank 8/9**  
Liquid J120

**Tank 10**  
Liquid grease trap waste

**Tank 11-east**  
Liquid J120

**Tank 11-west**  
Liquid & sewer (K130) & stormwater  
Sullage N205 landfill leachates M250 surfactants

**Tank 12**  
Liquid & sewer (K130) & stormwater  
Sullage N205 landfill leachates M250 surfactants  
Liquid J120

**Tank 13**  
Liquid & sewer (K130) & stormwater  
Sullage N205 landfill leachates M250 surfactants  
Liquid J120

| REV | DESCRIPTION | DATE | BY |
|-----|-------------|------|----|
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**PROJECT TITLE**  
PROPOSED INDUSTRIAL ALTERATION AND ADDITION  
14 - 16 Kiora Crescent, Yennora

**DRAWING TITLE**  
TANK & SHREDDER DETAIL

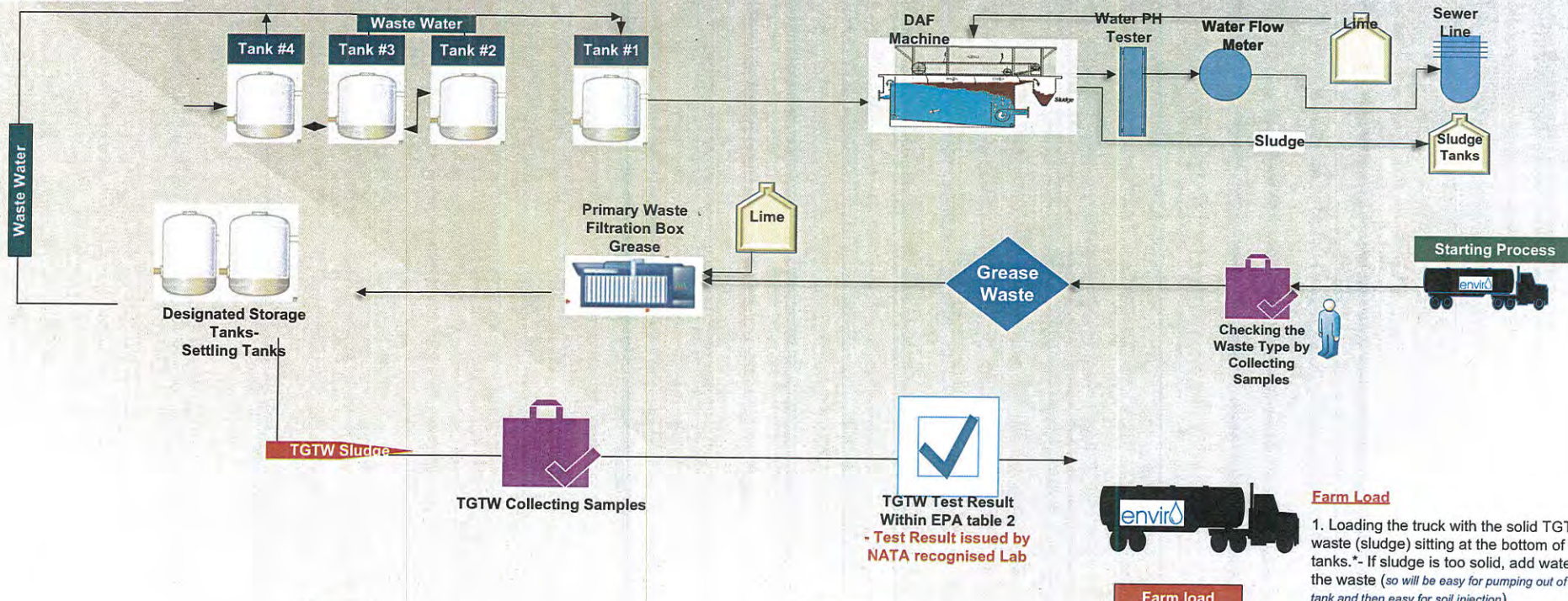
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| 20097          | 06                            | 09/04/20       |                  |
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**DRAFT**



# WORKSHOP FLOW DIAGRAM GREASE TRAP WASTE TREATMENT



A

**Grease Trap Waste Treatment Process**

1. **Unload Grease waste** truck through the filtration (Separation) bin. ( *to remove physical contaminants* )
2. **Adding Lime** ( *to separate floating fats/oil* ) and *adjust the pH level if Low*
3. Grease waste liquid pumped out to designated tanks for settling after screening.
4. **Waste Water** pumped out from the designated tanks to tank no. 1 and then to the DAF , ( *grease waste staying in the tanks to settle , so the floating fats & Oil and settleable portions are separated* )

B

**Sampling Process**

**Weekly Composite-5 samples/week**

- \*- 1 individual sample per day- from the settling tank
- \*- Repeat daily to obtain 5 samples per week to produce 1 weekly composite.
- \*- Mix the 5 samples together and place them in a container marking with "Weekly Composite Sample- Weekending xx-xx-xx.
- \*- Complete the COC and send the sample to the lab. for testing

**Monthly Composite-5 samples/month**

- \*- 1 individual sample per week random- from the settling tank.
- \*- Repeat weekly for 4 weeks to **obtain total of 4 samples.**
- \*- The 5<sup>th</sup> individual sample may be taken on the day the monthly composite sample is to be generated.
- \*- Mix the 5 samples and place in a container marking with "Monthly Composite sample-Month ending xx-xx

C

**Testing Process**

**Weekly & Monthly Composite**

- \*- samples to be placed in 500ml container.
- \*- To be clearly marked with date/description and collected by.
- \*- Complete the COC and send the sample to the lab. for testing.

**Before having the batch released- Test Result Validation**

When receiving the test report, the results of all chemicals & other attributes to be validated against the max average concentration- Table 2,

**Farm Load**

1. Loading the truck with the solid TGTW waste (sludge) sitting at the bottom of the tanks.\*- If sludge is too solid, add water to the waste (so will be easy for pumping out of the tank and then easy for soil injection).
2. **The following documents must be taken when delivering TGTW to the Farm:**
  1. Test result
  2. Statement of Compliance



Application No. 8469729

Created on 28/06/2013 11:44:00

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD *PROGRAMME CORP*  
**SEWERAGE SERVICE DIAGRAM**

Municipality of *Holroyd*

No. *817749*

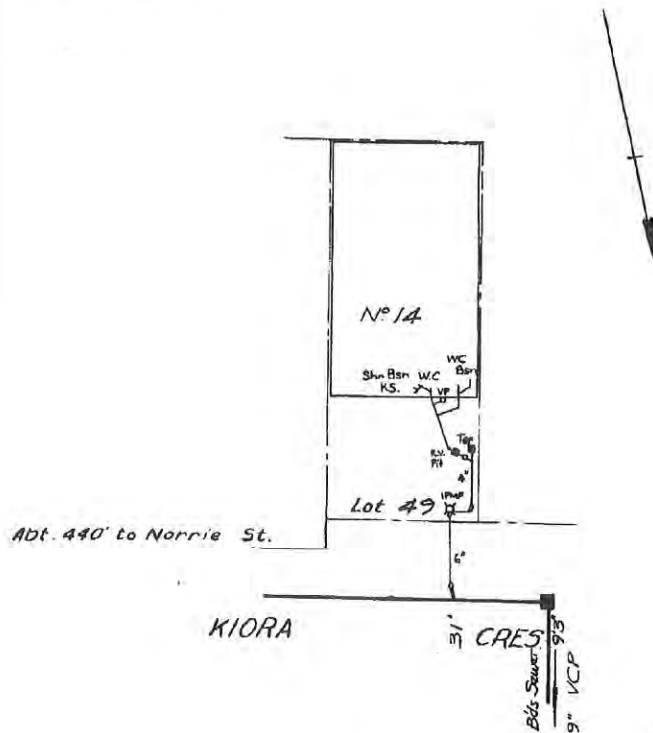
- SYMBOLS AND ABBREVIATIONS**
- |  |   |                   |                          |
|--|---|-------------------|--------------------------|
| <input type="checkbox"/> Boundary Trap           | <input type="checkbox"/> R.V. Reflex Valve      | I.P. Induct Pipe  | Bsn. Basin               |
| <input type="checkbox"/> Pit                     | — Cleaning Eye                                  | M.F. Mica Flap    | Shr. Shower              |
| <input type="checkbox"/> G.I. Grease Interceptor | <input type="checkbox"/> Vert. Vertical Pipe    | T. Tubs           | W.I.P. Wrought Iron Pipe |
| <input type="checkbox"/> Gully                   | <input type="checkbox"/> V.P. Vent. Pipe        | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe    |
| <input type="checkbox"/> P.T. P. Trap            | <input type="checkbox"/> S.V.P. Soil Vent. Pipe | W.C. Water Closet | F. W. Floor Waste        |
| <input type="checkbox"/> R.S. Reflex Sink        | <input type="checkbox"/> D.C.C. Down Cast Cowl  | B.W. Bath Waste   | W.M. Washing Machine     |

Scale: 40 Feet To An Inch

**SEWER AVAILABLE**

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer

*SPECIAL INSPECTION  
 Plg. & Dgrs Not Supervised.*



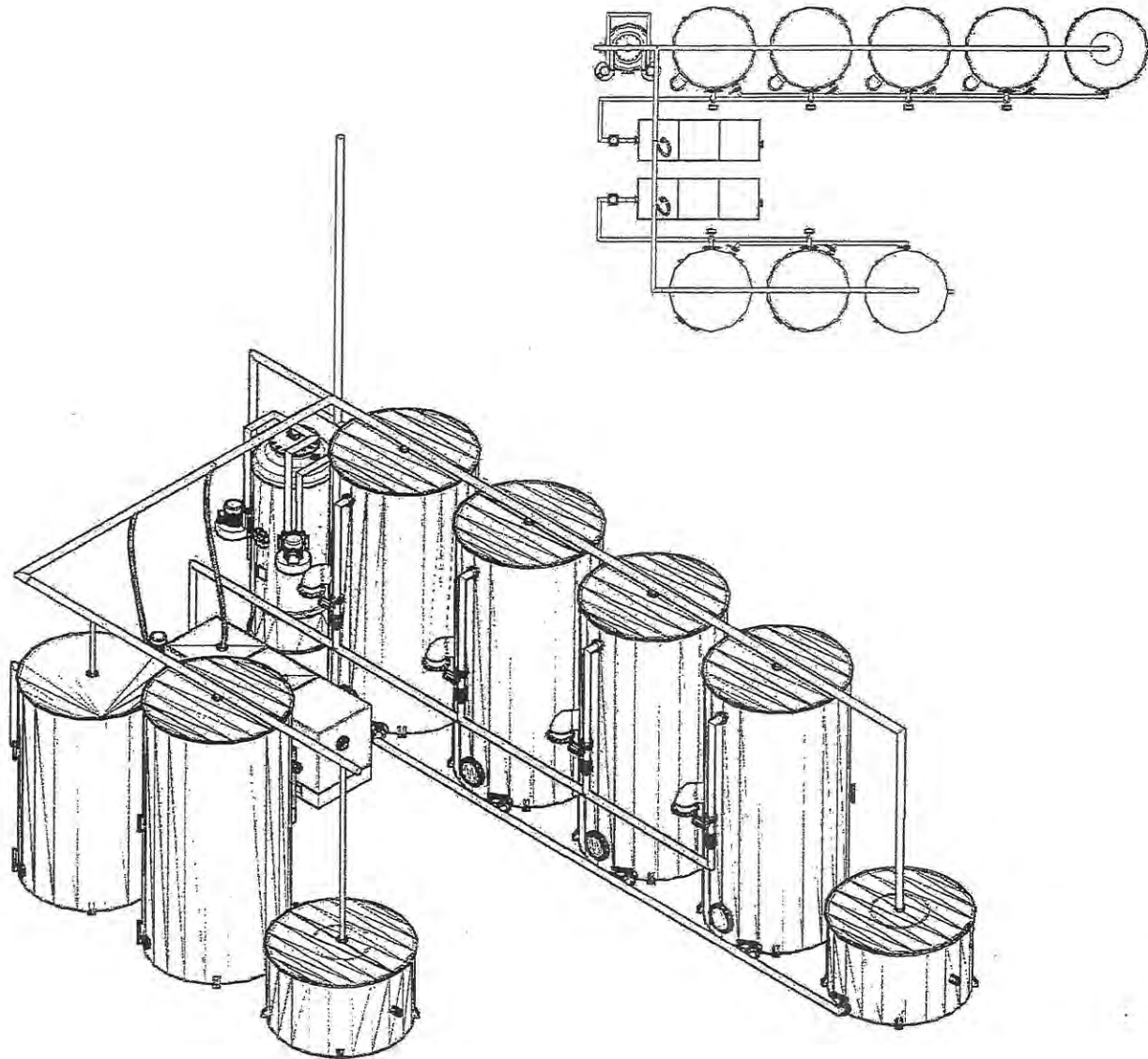
RATE No. \_\_\_\_\_ W.C.s. *1* U.C.s. \_\_\_\_\_ 19\_\_\_\_

SHEET No. *7347* OFFICE USE ONLY For Engineer House Services

| DRAINAGE |                 |      | OFFICE USE ONLY |               | PLUMBING |  |
|----------|-----------------|------|-----------------|---------------|----------|--|
| W.C.     | Supervised by   | Date | BRANCH OFFICE   | Supervised by | Date     |  |
| Bth.     | Inspector       | / /  | Date            | Inspector     | / /      |  |
| Shr.     |                 |      | Outfall         |               |          |  |
| Bsn.     | Examined by     | / /  | HL              | 1208          | 548      |  |
| K.S.     |                 |      | LL              |               |          |  |
| T.       | Chief Inspector | / /  | Drainer         |               |          |  |
| Plg.     |                 |      | Plumber         |               |          |  |

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.





# GEBEL Aquasafe

26 Coombes Dr, Penrith NSW 2750  
 Phone (02)4722 9696 Fax (02)4722 9506

Drawn : M.T | Approved : A.P

Date: 10 JULY 13 | Scale: N.T.S A3

Drawing No.: GA1350-ESG-01 | Rev: 0  
 CUSTOMER :

ENVIRO SERVICES GROUP

PO. NO. :

DESCRIPTION :

WASTE PLANT

NOTES :

If any discrepancies with this drawing,  
 please email.  
[drafting@gebelaquasafe.com.au](mailto:drafting@gebelaquasafe.com.au)

### WORKING DRAWING APPROVAL

I approve this drawing for manufacture, this drawing is the drawing of which the tank will be manufactured and supplied to, please ensure that all dimensions and tolerance  $\pm 2\text{mm}$  are correct. If dimension are not shown Gebel will follow standard practices / sizes for manufacture

Please note that if a change is made after a PO is placed or production is in progress, GEBEL Aquasafe has the right to charge fix rate extras to the order.

APPROVED / NOT APPROVED

Name:

Company:

Signature:

Date:

**COPYRIGHT:-**  
 THIS DESIGN IS THE COPYRIGHT OF  
 GEBEL AQUASAFE AND MAY NOT BE  
 USED OR COPIED WITHOUT THE  
 CONSENT OF GEBEL AQUASAFE

Attachment 3: Council Consultation on Road Widening Email

---

**From:** Bala Sudarson <[Bala.Sudarson@cumberland.nsw.gov.au](mailto:Bala.Sudarson@cumberland.nsw.gov.au)>  
**Sent:** Wednesday, 15 September 2021 8:45 AM  
**To:** Emma Hansma <[ehansma@benbowenviro.com.au](mailto:ehansma@benbowenviro.com.au)>  
**Cc:** Nighat Aamir <[nighat.aamir@cumberland.nsw.gov.au](mailto:nighat.aamir@cumberland.nsw.gov.au)>  
**Subject:** RE: Driveway Widening - Yennora Liquid Waste Treatment Plant (SSD-10407)

Hi Emma

If the vehicle can access the site without widening the driveway, it is better to keep the existing driveway width as it is.

Regards  
Bala Sudarson



**BALA SUDARSON**  
SENIOR DEVELOPMENT ASSESSMENT ENGINEER

16 Memorial Avenue, PO Box 42 Merrylands NSW 2160  
T +61 2 8757 9964  
E [Bala.Sudarson@cumberland.nsw.gov.au](mailto:Bala.Sudarson@cumberland.nsw.gov.au)  
W [www.cumberland.nsw.gov.au](http://www.cumberland.nsw.gov.au)

**From:** Emma Hansma <[ehansma@benbowenviro.com.au](mailto:ehansma@benbowenviro.com.au)>  
**Sent:** Monday, 13 September 2021 12:15 PM  
**To:** Bala Sudarson <[Bala.Sudarson@cumberland.nsw.gov.au](mailto:Bala.Sudarson@cumberland.nsw.gov.au)>  
**Subject:** Driveway Widening - Yennora Liquid Waste Treatment Plant (SSD-10407)

Hi Bala,

Thanks for your phone call just now.

In response to the query regarding driveway widening - why is the driveway widening proposed when the video footage presented shows the truck can perform the manoeuvre without the driveway widening?

This is due to a discrepancy between the actual vehicle manoeuvring capability and what is presented on the swept path diagrams. While in practice the trucks can perform the manoeuvre of entering the site via the 16 Kiara driveway and then reversing into the building at 14 Kiara, the swept paths presented in the DA require a slight widening of the driveway as the swept paths cut into a small portion of grass verge fronting 16 Kiara.

As discussed, the proponent is happy to widen the driveway based on the swept paths or maintain the driveway as is based on the evidence presented in the video footage.

Kind regards,  
**Emma Hansma**  
Senior Engineer

25-27 Sherwood Street,  
Northmead NSW 2152  
t: 02 9896 0399  
f: 02 9896 0544  
m: 0478 011 943  
email: [EHansma@benbowenviro.com.au](mailto:EHansma@benbowenviro.com.au)  
website: [www.benbowenviro.com.au](http://www.benbowenviro.com.au)

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Attachment 4: Section 4.55 Modification Application

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## Applicant contact details

|  |  |
|--|--|
| Title  | Mr                                       |
| First given name   | Alf                                      |
| Other given name/s   |  |
| Family name  | Colvin                                   |
| Contact number   | 0297732400                               |
| Email  | alf@cdmlogistics.com.au                  |
| Address  | 27-49 NELSON ROAD YENNORA 2161           |
| Application on behalf of a company, business or body corporate | Yes                                      |
| Company, business or body corporate name                       | Combined Distribution Management Pty Ltd |
| ABN / ACN  | 50 072 045 802                           |
| Is the nominated company the applicant for this application?   | Yes                                      |

## Owner/s of the development site

|  |  |
|--|--|
| Owner/s of the development site          | A company, business, government entity or other similar body owns the development site |
| Owner #                                  | 1  |
| Company, business or body corporate name | Combined Distribution Management Pty Ltd   |
| ABN / ACN                                | 50 072 045 802   |

I declare that I have shown this document, including all attached drawings, to the owner(s) of the land, and that I have obtained their consent to submit this application. - Yes

Note: It is an offence under Section 10.6 of the Environmental Planning and Assessment Act 1979 to provide false or misleading information in relation to this application.

## Developer details

|               |  |
|---------------|--|
| ABN           |  |
| ACN           |  |
| Name          |  |
| Trading name  |  |
| Address       |  |
| Email Address |  |

## Development details

|  |  |
|--|--|
| Application type   | Modification Application   |
| On what date was the development application to be notified determined | 17/02/2003   |
| Type of modification requested   | S4.55(1) - Modification to correct a minor error, misdescription or miscalculation made in the consent |
| Development Application number of the consent to be modified           | 2000/470   |
|  | Change of wording of DE-599-27-0/02 dated 17 February 2003. Quote: The description of                  |



|   |  |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
|---|--|----------------------|---------------------------------------|-------------|-------------------------|--------------------|----|-------------------------|----|------------------|---------------------|----------|----|------------------------------|----|-------------------------|----|---------------------------|---------------------------|------------------|------------------------------|----------|-------------------|
| Description of the proposed modification            | the proposed development is amended as follows: "Use of existing industrial premises as a warehouse and distribution centre and installation of paving for associated parking of trailers" be changed to "... of trailers, truck and road tankers used for the transport of non-combustible liquid wastes" and all references to trailers therein.   |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
| Was the DA applied for via the NSW Planning Portal? | No   |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
| Site address #                                      | 1  |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
| Street address                                      | 27-49 NELSON ROAD YENNORA 2161   |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
| Local government area                               | CUMBERLAND   |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
| Lot / Section Number / Plan                         | 1 / - / DP746982   |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
| Primary address?                                    | Yes  |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
| Planning controls affecting property                | <table border="0"> <tr> <td>Land Application LEP</td> <td>Holroyd Local Environmental Plan 2013</td> </tr> <tr> <td>Land Zoning</td> <td>IN1: General Industrial</td> </tr> <tr> <td>Height of Building</td> <td>NA</td> </tr> <tr> <td>Floor Space Ratio (n:1)</td> <td>NA</td> </tr> <tr> <td>Minimum Lot Size</td> <td>1200 m<sup>2</sup></td> </tr> <tr> <td>Heritage</td> <td>NA</td> </tr> <tr> <td>Land Reservation Acquisition</td> <td>NA</td> </tr> <tr> <td>Foreshore Building Line</td> <td>NA</td> </tr> <tr> <td>Additional Permitted Uses</td> <td>Additional Permitted Uses</td> </tr> <tr> <td>Local Provisions</td> <td>Wind Turbine Buffer Zone Map</td> </tr> <tr> <td>Salinity</td> <td>Moderate Salinity</td> </tr> </table> | Land Application LEP | Holroyd Local Environmental Plan 2013 | Land Zoning | IN1: General Industrial | Height of Building | NA | Floor Space Ratio (n:1) | NA | Minimum Lot Size | 1200 m <sup>2</sup> | Heritage | NA | Land Reservation Acquisition | NA | Foreshore Building Line | NA | Additional Permitted Uses | Additional Permitted Uses | Local Provisions | Wind Turbine Buffer Zone Map | Salinity | Moderate Salinity |
| Land Application LEP                                | Holroyd Local Environmental Plan 2013  |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
| Land Zoning   | IN1: General Industrial  |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
| Height of Building                                  | NA   |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
| Floor Space Ratio (n:1)                             | NA   |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
| Minimum Lot Size                                    | 1200 m <sup>2</sup>  |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
| Heritage  | NA   |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
| Land Reservation Acquisition                        | NA   |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
| Foreshore Building Line                             | NA   |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
| Additional Permitted Uses                           | Additional Permitted Uses  |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
| Local Provisions                                    | Wind Turbine Buffer Zone Map   |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |
| Salinity  | Moderate Salinity  |                      |                                       |             |                         |                    |    |                         |    |                  |                     |          |    |                              |    |                         |    |                           |                           |                  |                              |          |                   |

### Proposed development

|   |   |
|---|---|
| Proposed type of development              | Industrial development  |
| Description of development                | Change of wording of consent conditions. Correspondence DE-599-27-0/02 dated 17 February 2003 contains: "The description of the proposed development is amended as follows: 'Use of existing industrial premises as a warehouse and distribution centre and installation of paving for associated parking of trailers'. We request that "...of trailers" be changed to "... of trailers, truck and road tankers used for the transport of non-combustible liquid wastes" and all references to parking of trailers be consistent. |
| Provide the proposed hours of operation   |   |
| Proposed to operate 24 hours on Monday    |   |
| Monday                                    | -   |
| Proposed to operate 24 hours on Tuesday   |   |
| Tuesday                                   | -   |
| Proposed to operate 24 hours on Wednesday |   |
| Wednesday                                 | -   |
| Proposed to operate 24 hours on Thursday  |   |
| Thursday                                  | -   |
| Proposed to operate 24 hours on Friday    |   |
| Friday                                    | -   |

|  |  |
|--|--|
| Proposed to operate 24 hours on Saturday   |  |
| Saturday   | -  |
| Proposed to operate 24 hours on Sunday   |  |
| Sunday   | -  |
| <b>Dwelling count details</b>  |  |
| Number of dwellings / units proposed   | 0  |
| Number of storeys proposed   |  |
| Number of pre-existing dwellings on site   |  |
| Number of dwellings to be demolished   |  |
| Number of existing floor area  |  |
| Number of existing site area   |  |
| <b>Cost of development</b>   |  |
| Estimated cost of work / development (including GST)   | \$0.00   |
| Do you have one or more BASIX certificates?  | No   |
| <b>Subdivision</b>   |  |
| Number of existing lots  | 1  |
| Is subdivision proposed?   | No   |
| <b>Proposed operating details</b>  |  |
| Number of additional jobs that are proposed to be generated through the operation of the development |  |
| Number of staff/employees on the site  |  |
| Number of parking spaces   |  |
| Number of loading bays   |  |
| Is a new road proposed?  |  |
| <b>Concept development</b>   |  |
| Is the development to be staged?   | No, this application is not for concept or staged development. |
| <b>Crown development</b>   |  |
| Is this a proposed Crown development?  | No   |

#### Related planning information

|  |    |
|--|----|
| Is the application for integrated development?   | No |
| Is your proposal categorised as designated development?  | No |
| Is your proposal likely to significantly impact on threatened species, populations, ecological communities or their habitats, or is it located on land identified as critical habitat? | No |
| Does the application propose a variation to a development standard in an environmental planning instrument (eg LEP or SEPP)?   | No |
| Is the application accompanied by a voluntary planning agreement (VPA) ?   | No |
| <b>Section 68 of the Local Government Act</b>  |    |
| Is approval under s68 of the Local Government Act  |    |

|  |    |
|--|----|
| 1993 required?   | No |
| <b>10.7 Certificate</b>  |    |
| Have you already obtained a 10.7 certificate?  | No |
| <b>Tree works</b>  |    |
| Is tree removal and/or pruning work proposed?  | No |
| <b>Local heritage</b>  |    |
| Does the development site include an item of environmental heritage or sit within a heritage conservation area.                            | No |
| Are works proposed to any heritage listed buildings?   | No |
| Is heritage tree removal proposed?   | No |
| <b>Affiliations and Pecuniary interests</b>  |    |
| Is the applicant or owner a staff member or councillor of the council assessing the application?   | No |
| Does the applicant or owner have a relationship with any staff or councillor of the council assessing the application?                     | No |
| <b>Political Donations</b>   |    |
| Are you aware of any person who has financial interest in the application who has made a political donation or gift in the last two years? | No |
| Please provide details of each donation/gift which has been made within the last 2 years   |    |

### Payer details

Provide the details of the person / entity that will make the fee payment for the assessment.

The Environmental Planning and Assessment Regulation 2000 and Council's adopted fees and charges establish how to calculate the fee payable for your development application. For development that involves building or other works, the fee for your application is based on the estimated cost of the development.

If your application is for integrated development or requires concurrence from a state agency, additional fees will be required. Other charges may be payable based on the Council's adopted fees and charges. If your development needs to be advertised, the Council may charge additional advertising fees.

Once this application form is completed, it and the supporting documents will be submitted to the Council for lodgement, at which time the fees will be calculated. The Council will contact you to obtain payment. Note: When submitting documents via the NSW Planning Portal, credit card information should not be displayed on documents attached to your development application. The relevant consent authority will contact you to seek payment.

The application may be cancelled if the fees are not paid:

|                 |                                |
|-----------------|--------------------------------|
| Company Name    | Benbow Environmental Pty Ltd   |
| ABN             | 17 160 013 641                 |
| ACN             |                                |
| Trading Name    |                                |
| Email address   | alf@cdmlogistics.com.au        |
| Billing address | 27-49 NELSON ROAD YENNORA 2161 |

### Application documents

The following documents support the application.

| Document type | Document file name  |
|---------------|---|
| Other         | ASIC Current Company Extract - Combined Distribution Management Modification Letter - 27-49 Nelson Road Yennora |

**Applicant declarations**

|   |     |
|---|-----|
| I declare that all the information in my application and accompanying documents is , to the best of my knowledge, true and correct.   | Yes |
| I understand that the development application and the accompanying information will be provided to the appropriate consent authority for the purposes of the assessment and determination of this development application.  | Yes |
| I understand that if incomplete, the consent authority may request more information, which will result in delays to the application.  | Yes |
| I understand that the consent authority may use the information and materials provided for notification and advertising purposes, and materials provided may be made available to the public for inspection at its Offices and on its website and/or the NSW Planning Portal        | Yes |
| I acknowledge that copies of this application and supporting documentation may be provided to interested persons in accordance with the Government Information (Public Access) 2009 (NSW) (GIPA Act) under which it may be required to release information which you provide to it. | Yes |
| I have read and agree to the collection and use of my personal information as outlined in the Privacy Notice  | Yes |
| I agree to appropriately delegated assessment officers attending the site for the purpose of inspection.  | Yes |
| I agree to pay any required NSW Planning Portal Service Fee/s specified under Clause 263B of the Environmental Planning and Assessment Regulation 2000 to the Department of Planning, Industry and Environment.   | Yes |
| I confirm that the change(s) entered is/are made with appropriate authority from the applicant(s).  |     |

25/8/2021

ATT: Environmental & Planning Services

**Re: Premises 27-49 Nelson Road, Yennora  
Modification to Development Consent 2000/470**

Dear Sirs,

We request a modification to the parking of trailers acknowledged in council correspondence. Your reference DE-599-27-0/02 dated 17 February 2003. This correspondence is provided in Attachment 1.

The modification referred to in the correspondence dated 17 February 2003 makes multiple references to the following:

1. *The description of the proposed development is amended as follows:*

*"Use of existing industrial premises as a warehouse and distribution centre and installation of paving for associated parking of trailers".*

We desire the wording to have the following words added after trailers:

"... of trailers, truck and road tankers used for the transport of non-combustible liquid wastes".

The use of the word parking of trailers appears through this correspondence and we request the requested change in wording be consistent through this document.

Yours Faithfully



Alf Colvin  
On behalf of CDM Logistics

Our Reference: DE-599-27-0/02  
Contact: Jason Wong  
Telephone: 9840 9811

17 February 2003

Mr John O'Neill  
O'Neill Construction  
PO Box 309  
NARRABEEN NSW 2101

Dear Sir,

**PREMISES: 27 – 49 NELSON ROAD, YENNORA  
SECTION 96(1A) MODIFICATION TO DEVELOPMENT CONSENT 2000/470**

I refer to your application lodged on 1 November 2002 seeking amendment to Development Consent No. 2000/470 to pave the open area on the northern side of the existing building and use this area for the parking of trailers in conjunction with the approved use of the premises for a warehouse and distribution centre.

Pursuant to Section 96(1A) of the Environmental Planning & Assessment Act, 1979, Council grants approval for the above works. Accordingly, Development Consent No. 2000/470 is amended as follows:-

**1. The description of the proposed development is amended as follows:-**

“Use of existing industrial premises as a warehouse and distribution centre and installation of paving for associated parking of trailers.”

**2. The following heading and conditions are inserted after Condition No. 66:-**

**“PRELIMINARY CONDITIONS FOR PAVING OF EXTERNAL AREA FOR  
PARKING OF TRAILERS”**

67. Consent for the installation of new paving and its use for parking of trailers shall lapse if the development is not substantially commenced by 17 February 2005. Any person entitled to act on the consent may apply to Council at least thirty (30) days before this two year period expires, for an extension of one year.
68. Development shall take place generally in accordance with the attached endorsed plan No. 75837.01.D01 drawn by Lean and Hayward Pty Ltd dated 3 August 2002.
69. All building work shall be carried out in accordance with the requirements of the Building Code of Australia. Fully detailed plans shall be submitted with the Construction Certificate application.
70. The applicant shall consult with, as required:





- (a) Sydney Water Corporation Limited
- (b) Integral Energy
- (c) Natural Gas Company
- (d) A local telecommunications carrier

regarding their requirements for the provision of services to the development and the location of existing services that may be affected by proposed works, either on site or on the adjacent public road/s.

71. The attached endorsed plans must be submitted to any Business Office of Sydney Water at least fourteen (14) days before commencement of work. The plans need to be submitted to ensure that the proposed structure meets the requirements of Sydney Water By-Laws concerning:-

- (a) Location of sanitary fixtures
- (b) Relationship of the building to water basins, sewers and stormwater channels.

The internal plumbing and drainage shall be in accordance with the by-laws of Sydney Water. Sydney Water may require you to construct works and/or pay development charges.

72. The proposed structures are to be located clear of existing Council easements. Special footings will be required where the proposed/existing structures are adjacent to a drainage easement. The footings shall be taken down to the invert level of the existing drainage structure or to solid rock, whichever is the lesser. The footing depth may decrease by 500mm for every 1000mm increment in distance the footing is from the easement boundary.

The footing system is to be designed by a practising professional structural engineer.

73. Building materials, builders sheds, waste bins, site fencing, gates or any material of any description shall not be left or placed on any footway, road or nature strip. Footways and nature strips shall be maintained, including the cutting of vegetation, so as not to become unsightly or a hazard for pedestrians. Offenders will be prosecuted.

**“PRIOR TO ISSUE TO CONSTRUCTION CERTIFICATE FOR PAVING OF EXTERNAL AREA FOR PARKING OF TRAILERS”**

74. The Certifying Authority is to ensure and obtain written proof that all bonds, fees and contributions as required by this consent have been paid to the applicable authority. This includes all Long Service Levy payments to be made to the Long Service Payments Corporation.

- 544 75. Payment of a \$219 fee for the design, specifications and inspection by Council of the vehicular crossings prior to placement of concrete.

- 548 76. Payment of a \$232 fee for the design, specifications and inspection by Council of the footpath paving prior to placement of concrete.



607

77. The applicant shall lodge with Council a **\$35,000** cash bond or bank guarantee for the satisfactory completion of the construction or reconstruction of the concrete footpath paving adjacent to the site.
78. An erosion and sediment control plan (in duplicate) shall be submitted to the Certifying Authority and is to be prepared by a suitably qualified person in accordance with the guidelines set out in Holroyd City Council's "Erosion and Sedimentation Control Policy". The plan shall include as a minimum the following:-
- \* Locality
  - \* Contours (initial and final)
  - \* Existing vegetation
  - \* Existing site drainage
  - \* Land slope gradient
  - \* Location of topsoil stockpiles
  - \* Erosion control measures
  - \* Sediment control measures
  - \* Location of crushed rock construction entrance
  - \* Location of roads, driveways and accessways and all impervious surfaces
  - \* Details of site revegetation program
  - \* Outline of a program of maintenance for the erosion and sediment controls
79. Structural engineer's details (in duplicate) prepared and certified by a practising qualified structural engineer of all reinforced concrete and structural members shall be submitted to the Principal Certifying Authority.
80. The paved parking area must drain to a stormwater control device capable of removing litter, oil, grease and sediment prior to discharge to the stormwater system. Details of the treatment device must be submitted to the Principal Certifying Authority prior to the issue of the Construction Certificate.

**"PRIOR TO WORKS COMMENCING FOR PAVING OF EXTERNAL AREA FOR PARKING OF TRAILERS"**

81. A Principal Certifying Authority is to be appointed in accordance with Section 81A(2)(b) of the Act. Council is to be notified of the appointment and of the intention to commence building works. In accordance with Section 81A(2)(c) of the Act such notification is to be given to Council at least two (2) working days prior to the commencement date. The notification is to be on Form 7 of the Regulations (available from your Principle Certifier).

*If nominated, Council can provide this service for you and also act as the Principal Certifying Authority to monitor compliance with the approval and issue any relevant documentary evidence or certificates.*



82. Whenever the site is unoccupied or building works are not in progress, adequate measures acceptable to the Council are to be adopted to restrict public access to the site. In this regard the MINIMUM acceptable standard of fencing to the site is properly constructed and erected chain wire fencing 1.8m high, clad internally with Hessian or Geotextile fabric. All openings are to be provided with gates, such gates are not at any time to swing out from the site or obstruct the footpath or roadway.
83. A signboard shall be erected in a prominent visible position on the site. The signboard is to clearly show all of the following information:-
- (a) Name of owner, builder, builder's licence number and the street number of the allotment.
  - (b) A statement that unauthorised entry to the work site is prohibited.
  - (c) The name of the person in charge of the work site and a telephone number at which that person may be contacted outside working hours.
- Note:** This clause does not apply to:-
- (a) building work carried out inside an existing building, or
  - (b) building work carried out on premises that are to be occupied continuously (both during and outside working hours) while the work is being carried out.
84. Advertising, Real Estate Agents, Architects, Designers, site suppliers and any other signage not mentioned in the conditions, is not to be placed or displayed on the site, such that the signage is visible from any public place. Offenders may be prosecuted.
85. A hoarding or fence must be erected between the work site and any public place, if the work involved in the erection or demolition of the building; is likely to cause pedestrian or vehicular traffic in a public place to be obstructed or rendered inconvenient, or involves the enclosure of a public place. If necessary, an awning is to be erected, sufficient to prevent any substance from, or in connection with, the work falling into the public place. The work site must be kept lit between sunset and sunrise if it is likely to be hazardous to persons in the public place.
86. Suitable erosion and sediment control measures shall be provided at all vehicular entry/exit points and all other measures required with and/or shown on plans accompanying the Construction Certificate, to control soil erosion and sedimentation, are to be in place prior to the commencement of construction works. Such controls are to be provided in accordance with Holroyd City Council's "Erosion & Sediment Control Policy." **Note:** On-the-spot fines may be issued by council where measures are absent or inadequate.
87. Protection must be provided for Council footpaving, kerbing and guttering. Wooden mats must also be provided at all entrances where the site fronts paved footpaths.
88. Finished street levels shall not be assumed. The owner or builder must make application to Council's Engineering Services Department for street levels.
89. If an excavation associated with the erection or demolition of a building extends below the level of the base of the footings of a building on an adjoining allotment of land (including a public road and any other public place), the person causing the excavation to be made:-



- (a) must preserve and protect the building from damage, and
- (b) if necessary, must underpin and support the building in an approved manner, and
- (c) must, at least seven (7) days before excavating below the level of the base of the footings of a building on an adjoining allotment of land, give notice of intention to do so to the owner of the adjoining allotment of land and furnish particulars to the owner of the building being erected or demolished.

The owner of the adjoining allotment of land is not liable for any part of the cost of work carried out for the purposes of this clause, whether carried out on the allotment of land being excavated or on the adjoining allotment of land. (In this clause, *allotment of land* includes a public road and any other public place).

90. Toilet facilities are to be provided, at or in the vicinity of the work site on which work involved in the erection or demolition of a building is being carried out, at the rate of one toilet for every 20 persons or part of 20 persons employed at the site.

Each toilet provided:

- (a) Must be a standard flushing toilet, and
- (b) Must be connected:
  - i) To a public sewer,
  - ii) If connection to a public sewer is not practicable, to an accredited sewage management facility approved by the Council, or
  - iii) If connection to a public sewer or an accredited sewage management facility is not practicable, to some other sewage management facility approved by the Council.
  - iv) The position of the toilet on the site shall be determined by Council's Building Surveyor and/or Sydney Water.

91. The applicant to arrange with the relevant public utility authority the alteration or removal of any affected services in connection with the development. Any such work being carried out at the applicant's cost.

92. A Traffic Management Plan shall be lodged with Council for any road and drainage works to be carried out within public road reserves, or where construction activity impacts on traffic flow or pedestrian access, in strict compliance with the requirements of Australian Standard 1742.3 (Traffic Control Devices for Works on Roads).

93. The applicant shall submit plans demonstrating manoeuvring of trucks associated with the development complies with the RTA guidelines. In this regard, details of turning paths for "B-Double" size trucks entering and leaving the site and turning at the Kiora Crescent/Norrie Street intersection shall be submitted to Council's Traffic Engineer for approval prior to works commencing.



94. A parking plan showing the intended layout for trailer parking on the site shall be submitted to Council's Traffic Engineer for approval prior to works commencing.

**“DURING CONSTRUCTION WORKS FOR PAVING OF EXTERNAL AREA FOR PARKING OF TRAILERS”**

95. A copy of the endorsed stamped plans and specifications, together with a copy of the Development Consent and Construction Certificate are to be retained on site at all times.
96. For the purpose of preserving the amenity of neighbouring occupations building work including the delivery of materials to and from the site is to be restricted to the hours of 7.00am to 6.00pm Mondays to Fridays and 8.00am to 4.00pm Saturdays. Work on the site on Sundays and Public Holidays is prohibited.

**Note: Demolition work is not permitted on weekends or Public Holidays - refer to specific demolition condition for approved hours.**

It is a **condition** of the approval that the yellow “Hours of Building Work” sign (supplied by Council with the approval), is to be displayed in a prominent position at the front of the site for the duration of the work.

97. All soil erosion measures required in accordance with plan are to be put in place prior to the commencement of construction works, and are to be maintained during the entire construction period until disturbed areas are restored by turfing, paving or revegetation. This includes the provision of turf laid on the nature strip adjacent to the kerb.
98. Builder's refuse disposal and storage facilities are to be provided on the development site for the duration of construction works and all rubbish shall be removed from the site upon completion of the project.
99. Stockpiles of sand, soil and other material shall be stored clear of any drainage line or easement, tree protection zone, water bodies, footpath, kerb or road surface and shall have erosion and sediment control measures in place to prevent the movement of such materials onto the aforementioned areas.
100. The building works are to be inspected during construction, by the Council or by an Accredited Certifier and documentary evidence of compliance with the relevant terms of the approval, is to be obtained prior to proceeding to the subsequent stages of construction, encompassing not less than the following key stages:
- a) Sediment and erosion control;
  - b) PRIOR to concreting of pier holes;
  - c) All trenches and steel reinforcement PRIOR to pouring of concrete;
  - d) Stormwater and drainage lines and pits PRIOR to back filling; including O.S.D.;
  - e) Completion of all works and PRIOR to occupation/use of the structure.





Copies of the above stated documentary evidence are to be submitted to the Principal Certifying Authority (or Council where nominated) upon completion of each specified stage of construction and prior to occupation of the building.

101. All structural elements of the building, specifically including the footing excavations and the placement of all reinforcing steel **PRIOR** to concreting, are to be inspected by the structural engineer responsible for the design.
102. Pedestrian access, including disabled and pram access, is to be maintained as per Australian Standard AS1742.3 "Part 3 – Traffic Control Devices for Works on Roads".
103. All advisory and regulatory sign posting (for example parking restriction signage, pedestrian crossing signs, warning signs) are to remain in place during construction.
104. The trailer parking area shall be linemarked to Council's satisfaction in accordance with the endorsed parking plan.
105. Based on the details of turning paths, Council's Traffic Engineer may require the existing vehicular crossing on Kiora Crescent to be widened to accommodate "B-Double" trucks accessing the site. All works associated with the widening of the vehicular crossing shall be at full cost to the applicant, and to the satisfaction of Council's Traffic Engineer.
106. "No Stopping" signs shall be installed 10m on either side of the driveway to improve sight distances. These works shall be at full cost to the applicant, and to the satisfaction of Council's Traffic Engineer.
107. The vehicle crossing between the street and front boundary shall be constructed of plain concrete with no colour or stencilling.

**"PRIOR TO USE OF PAVED EXTERNAL AREA FOR PARKING OF TRAILERS"**

108. A Compliance Certificate or similar documentary evidence is to be issued by the Certifying Authority stating that all building and site works have been carried out in accordance with the Development Consent and Construction Certificate.
109. Documentary evidence that driveways, road works, kerb, gutter and footpath works are satisfactory, must be obtained from Holroyd City Council and provided to the Principal Certifying Authority.
110. A Compliance Certificate from the supervising qualified structural engineer responsible for the design shall be submitted to the Certifying Authority and shall state that all foundation works/reinforced concrete/structural members have been carried out/erected in accordance with the Engineer's requirements and the relevant SAA Codes.

**Note:** Any such certificate is to set forth the extent to which the engineer has relied on relevant specifications, rules, codes of practice or publications in respect of the construction.

111. The construction or reconstruction of concrete footpath paving and associated works along all areas of the site fronting Kiora Crescent, Nelson Road and Norris Street. These works shall be



carried out by a licensed construction contractor at the applicant's expense and shall be in accordance with Council's standard drawing SD 8100 and issued level sheets.

- 112. The construction or reconstruction of the kerb ramps and associated works at the corner of Kiora Crescent and Norris Street, and Norrie Street and Nelson Road. These works shall be carried out by a licensed construction contractor at the applicant's expense and shall be in accordance with Council's standard drawing SD 8101 and issued level sheets.
- 113. A compliance certificate for the construction of driveways, footpath paving and kerb and guttering shall be obtained from Council and be submitted to the Principal Certifying Authority.

**“CONDITIONS RELATING TO USE OF PAVED EXTERNAL AREA FOR PARKING OF TRAILERS”**

- 114. All works to be completed to Council's requirements before occupation takes place.
- 115. The operation of the premises shall be conducted in a manner that does not pollute waters as defined under the Protection of the Environment Operations Act 1997 and the Regulations made thereunder.
- 116. Washing of vehicles must be conducted in an area where waste water from this process is not able to enter the stormwater system.
- 117. All stormwater treatment devices (including drainage systems, sumps and traps) must be regularly maintained in order to be effective. All solid and liquid wastes collected from the device must be disposed of in accordance with the Protection of the Environment Operations Act 1997 and the Regulations made thereunder.
- 118. Trucks associated with operations on the premises shall not queue, park or stand within Kiora Crescent, Norrie Street or Nelson Road.


All other conditions of Development Consent No. 2000/470 remain unchanged.

Section 96(6) of the Environmental Planning & Assessment Act 1979 confers upon an applicant, dissatisfied with Council's determination of an application made pursuant to Section 96(2) a right of appeal to the Land and Environment Court.

If you have any further enquiries please contact Jason Wong of Council's Environmental and Planning Services Department on 9840 9811, between 8.00am and 9.30am and 3.45pm and 4.30pm, Monday to Friday.

Yours faithfully,

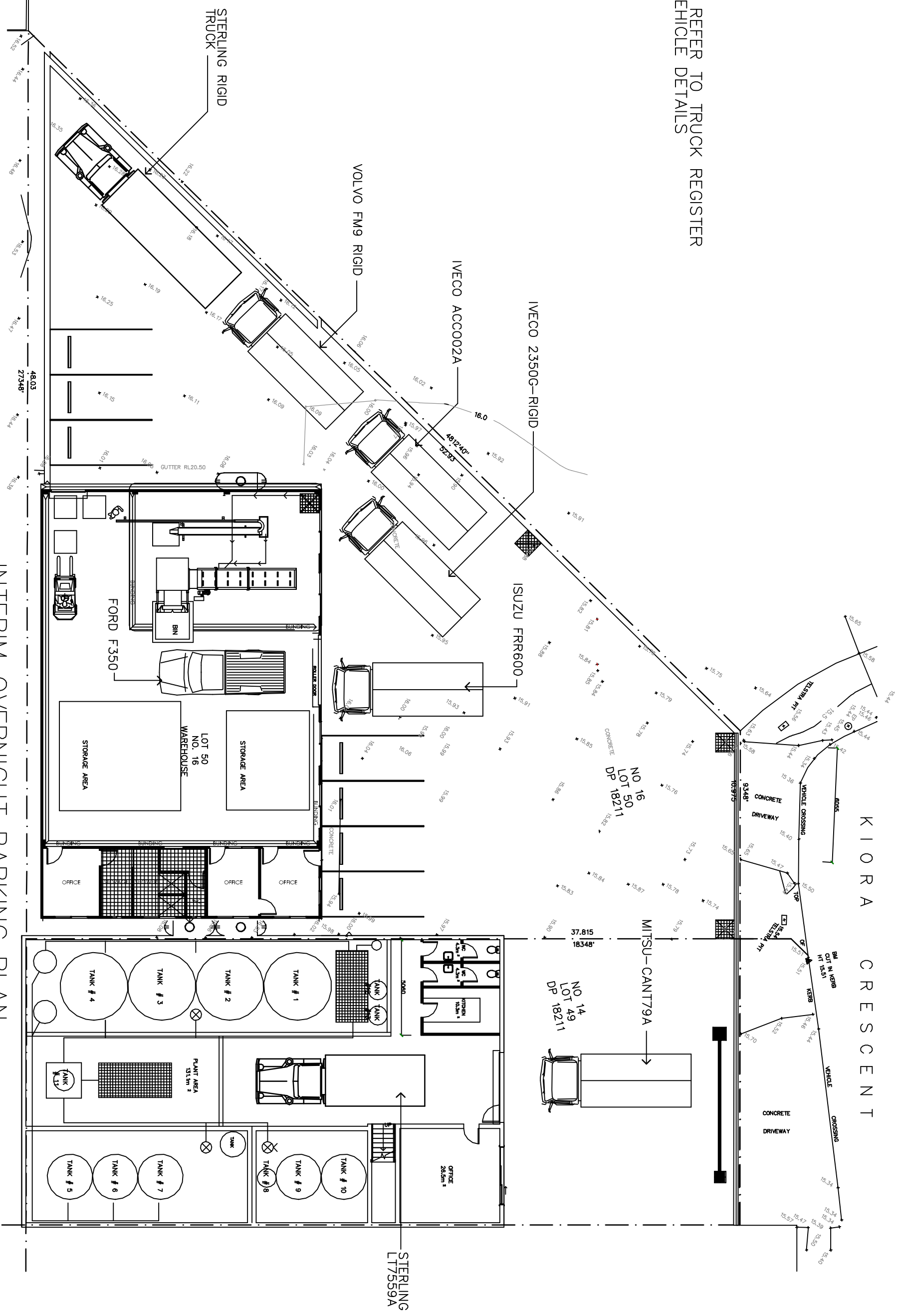
D. Trezise  
GENERAL MANAGER

Per:   
MANAGER DEVELOPMENT

Attachment 5: Interim Onsite Parking Drawing

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NOTE: REFER TO TRUCK REGISTER FOR VEHICLE DETAILS



INTERIM OVERNIGHT PARKING PLAN  
SCALE 1:100

| ISSUE BY | DESCRIPTION           | DATE   |
|----------|-----------------------|--------|
| A        | GR ISSUE FOR APPROVAL | 1-9-21 |
| B        | GR ISSUE FOR APPROVAL | 7-9-21 |



**GENERAL NOTES:**  
 1. THE DESIGNER HAS CONDUCTED VISUAL SURVEYS OF THE SITE AND THE ADJACENT AREAS TO DETERMINE THE APPROPRIATE LEVELS FOR THE PROPOSED DEVELOPMENT.  
 2. LEVELS SHOWN ARE APPROXIMATE UNLESS ACCOMPANIED BY REDUCED LEVELS FROM A DETAILED SURVEY.  
 3. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE AUSTRALIAN STANDARDS.  
 4. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE AUSTRALIAN STANDARDS.  
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 9. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE AUSTRALIAN STANDARDS.  
 10. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE AUSTRALIAN STANDARDS.

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 CONSTRUCTION | PROJECT MANAGEMENT



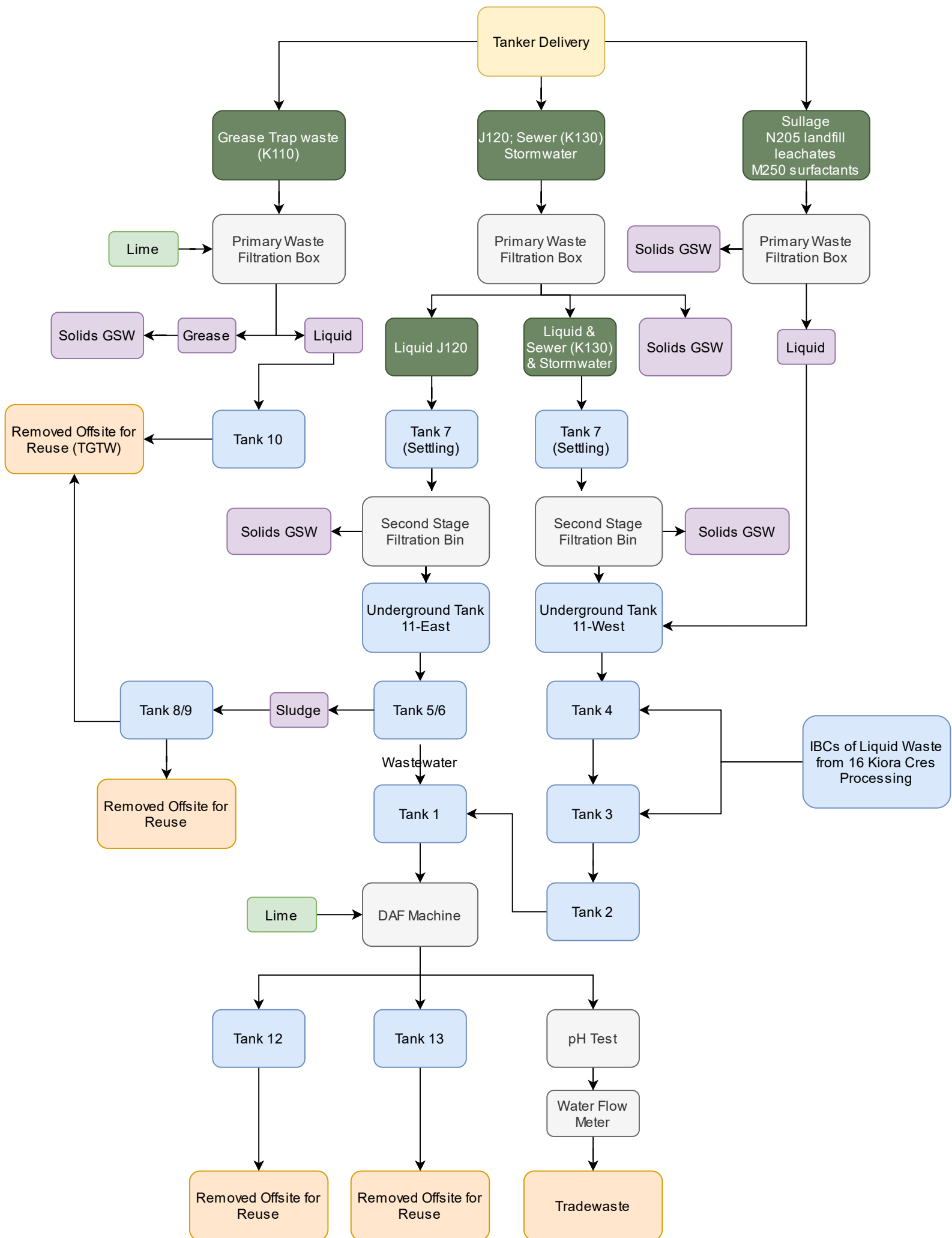
| PROJECT NO.          | CLIENT                     | TITLE                          | SCALE | SHEET NO./ISSUE |
|----------------------|----------------------------|--------------------------------|-------|-----------------|
| ENVIROWASTE SERVICES | ENVIROWASTE SERVICES GROUP | INTERIM OVERNIGHT PARKING PLAN | 1:100 | PP B            |

Attachment 6: Process Flow Diagrams for 14 & 16 Kiora Crescent

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# 14 KIORA



# 16 KIORA

