

**SCOPING REPORT FOR
ENVIRO WASTE SERVICES GROUP PTY LTD
14-16 KIORA CRESCENT, YENNORA NSW 2161**

Prepared for: Enviro Waste Services Group Pty Ltd
Department of Planning, Industry and Environment
NSW Environment Protection Authority
Office of Environment and Heritage
Cumberland Council

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Benbow
ENVIRONMENTAL

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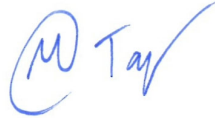
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1. INTRODUCTION

Benbow Environmental has been engaged by Enviro Waste Services Group Pty Ltd (Enviro Waste) to undertake an Environmental Impact Statement (EIS) for the increase in processing quantities at their existing liquid waste treatment facility located at 14 Kiora Crescent, Yennora NSW 2161.

This facility has approval to process 900 tonnes per annum of waste liquids, with a maximum of 110 tonnes of liquid that can be stored at any one time.

SEARs for SSD 10407 were issued on 30 January 2020. This scoping report (Revision 6) has been updated as requested by the Department of Planning, Industry and Environment to support a request to modify SEARs for SSD 10407 to include the neighbouring property in the application. Therefore, the application would apply to the properties located at:

14 – 16 Kiora Crescent, Yennora NSW 2161

Enviro Waste proposes to increase the processing quantity to 110,000 tonnes per annum and increase the maximum quantity to be stored at any one time to 477 tonnes. Waste processing streams and proposed quantities per location are listed below:

14 Kiora Crescent (existing facility – industrial waste treatment/disposal, liquid waste material, sewage sludge, grease trap waste etc)

Processing capacity per annum: 100,000 tonnes.
Maximum storage at any one time: 377 tonnes.

16 Kiora Crescent (additional facility - out-of-date liquid product/food waste destruction)

Processing capacity per annum: 10,000 tonnes.
Maximum storage at any one time: 100 tonnes.

The proposal constitutes State Significant Development (SSD) under the SEPP (State and Regional Development) 2011 as it is a waste management facility that would handle 110,000 tonnes per year.

The environmental assessment process for State Significant Development requires that an EIS be prepared that satisfies the requirements in Schedule 2 of the Environmental Planning and Assessment Regulation 2000.

The proposal also constitutes integrated development as it requires a licence under Schedule 1 of the Protection of the Environment Operations Act, 1997.

The following sections provide the details of the proposed development, the relevant planning considerations, and expected potential environmental impacts that need to be addressed in an Environmental Impact Statement. This Report supports the application to modify Secretary's Environmental Assessment Requirements (SEARs) SSD 10407 for the proposed development.



1.1 ABOUT THE APPLICANT

Enviro Services Group, Liquid Waste Sydney (Enviro Waste) – is a family owned and operated Liquid Waste disposal company in Sydney who specialise in liquid waste removal founded on the extensive experience of its Owner and Director, Eddy Hawach.

Eddy has been in the Liquid Waste industry in Sydney for over 15 years and has built his company on the highest quality of care to ensure customer satisfaction without any impact on the surrounding environment.

Enviro Waste provides professional, high quality service but with the friendliness and personal follow-through of an Australian owned family-run company to all its clients, whether a multi-million dollar commercial project, or a one-off domestic septic tank or grease trap pump-out. They assist the Sydney community with septic tank cleaning, grease trap cleaning and all other liquid waste removal services.



2. PROJECT JUSTIFICATION

Under the Protection of the Environment Operations Act, generators of liquid waste are required to manage this waste in a way that does not contaminate land or waterways and protects the environment. Additional regulations apply to the generation, storage and treatment of hazardous and liquid wastes.

The proposed development would provide additional capacity for generators of such waste to have this waste managed in accordance with legislative requirements at a well-known established liquid waste treatment facility. The proposal has been presented in response to the increased requests for treatment of liquid wastes around the Sydney region.

2.1 OBJECTIVES OF THE PROPOSAL

The main objective of the proposal is to increase the liquid waste treatment facility's processing capacity that improves the efficacy of Enviro Waste's on-going family-run business of liquid waste treatment. Secondary objectives include:

- Utilise the existing on-site equipment at the facility at an increased capacity to efficiently process liquid waste, reducing likelihood of illegal dumping;
- To operate the facility to a high environmental standard and ensure cleaner production principles are implemented;
- Include the site at 16 Kiora Crescent as an additional liquid waste processing facility for out-of-date liquid product destruction and storage; and
- Utilise access driveway of 16 Kiora Crescent to enable improved truck manoeuvring, access arrangements and car parking.

2.2 NEED FOR DEVELOPMENT

The demand for treatment facilities to cope with the increased liquid waste generation around NSW has been increasing. As such Enviro Services Group is looking to increase the processing capacity of their existing plant, and incorporate the adjoining property, to meet this demand.

3. DESCRIPTION OF THE DEVELOPMENT

The proposed development involves increasing processing quantities at the liquid waste recycling facility located at 14 Kiora Crescent and use of the neighbouring site at 16 Kiora Crescent for additional liquid waste processing and storage, improved vehicle access, truck manoeuvring and car parking.

The proposed development seeks approval to increase its current processing quantities from 900 tonnes per annum to 110,000 tonnes per annum, and increase the maximum quantity to be stored at any one time from 110 tonnes to 477 tonnes. These increases in handling capacity will be divided between properties at 14 and 16 Kiora Crescent. Waste processing streams and proposed quantities per location are listed below:

14 Kiora Crescent (existing facility – industrial waste treatment/disposal, liquid waste material, sewage sludge, grease trap waste etc)

Processing capacity per annum: 100,000 tonnes.
Maximum storage at any one time: 377 tonnes.

16 Kiora Crescent (additional facility - out-of-date liquid product/food waste destruction)

Processing capacity per annum: 10,000 tonnes.
Maximum storage at any one time: 100 tonnes.

3.1 PROPOSED SITE ACTIVITIES AND SITE USE

The proposed site activities and site use are described for the two properties below. How these properties will interact is also discussed briefly.

3.1.1 14 Kiora Crescent, Yennora

The facility would receive an increased quantity of liquid wastes of a type that it is already licenced to receive including:

- Residues from industrial waste treatment/disposal operations – landfill leachates (N205);
- Liquid waste material in glass, plastic or aluminium containers;
- Surface active agents (surfactants) containing principally organic constituents and which may contain metals and inorganic materials (M250);
- Waste oil/hydrocarbons mixtures/emulsions in water (J120);
- Sewage sludge & residues (K130); and
- Grease trap waste (K110).

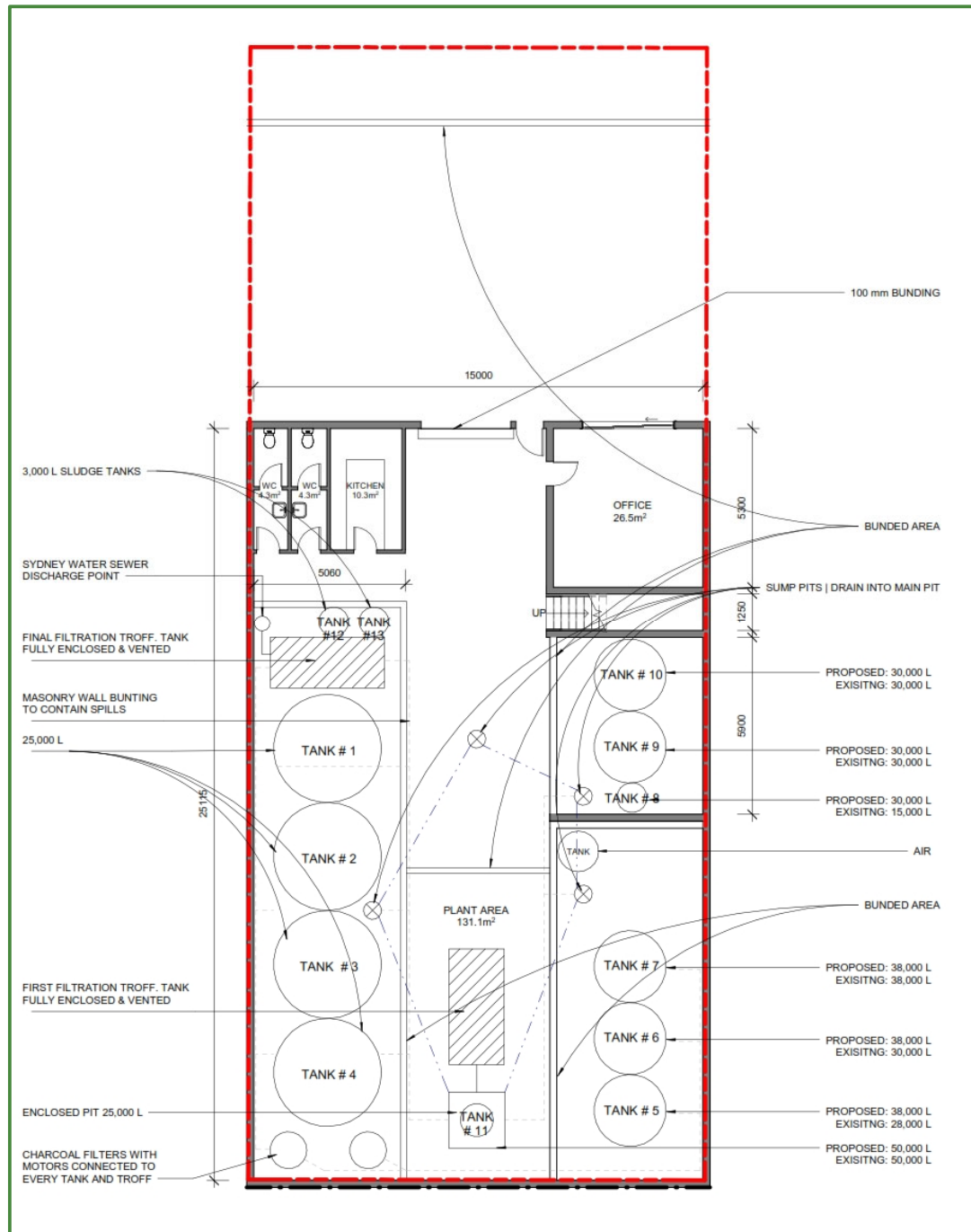
The operation of the facility involves the following activities to be undertaken on site:

- Unloading and loading of liquid waste from tanker trucks;
- Filtration of solid debris;
- Separation of solids;
- Separation of oils and sludge; and
- Separation of oil and water;

The increased processes quantities would utilise the existing equipment onsite. Minor modifications to tank sizes would be required to achieve a maximum storage at any one time: 377 tonnes.

Figure 3-1 shows the proposed site plan and layout (including tank quantities) at the 14 Kiara Crescent site.

Figure 3-1: Proposed floor plan for 14 Kiara Crescent





3.1.2 16 Kiora Crescent, Yennora

The facility at 16 Kiora Crescent would receive up to 10,000 tonnes per annum of waste including out-of-date liquid product/food waste for destruction. The total waste storage at any one time is limited to 100 tonnes. Additionally, the site at 16 Kiora Crescent would provide office space, access for trucks and car parking.

Annual tonnage of incoming and outgoing waste from the out-of-date liquid product destruction process is detailed below.

Incoming waste type (tonnes per annum)

- Out-of-date liquids (food waste): 6,700
- Shampoo/liquid soaps: 1,600
- Shoes: 200
- Clothes: 250
- Makeup: 1,250
- Total: 10,000**

Outgoing waste type (tonnes per annum)

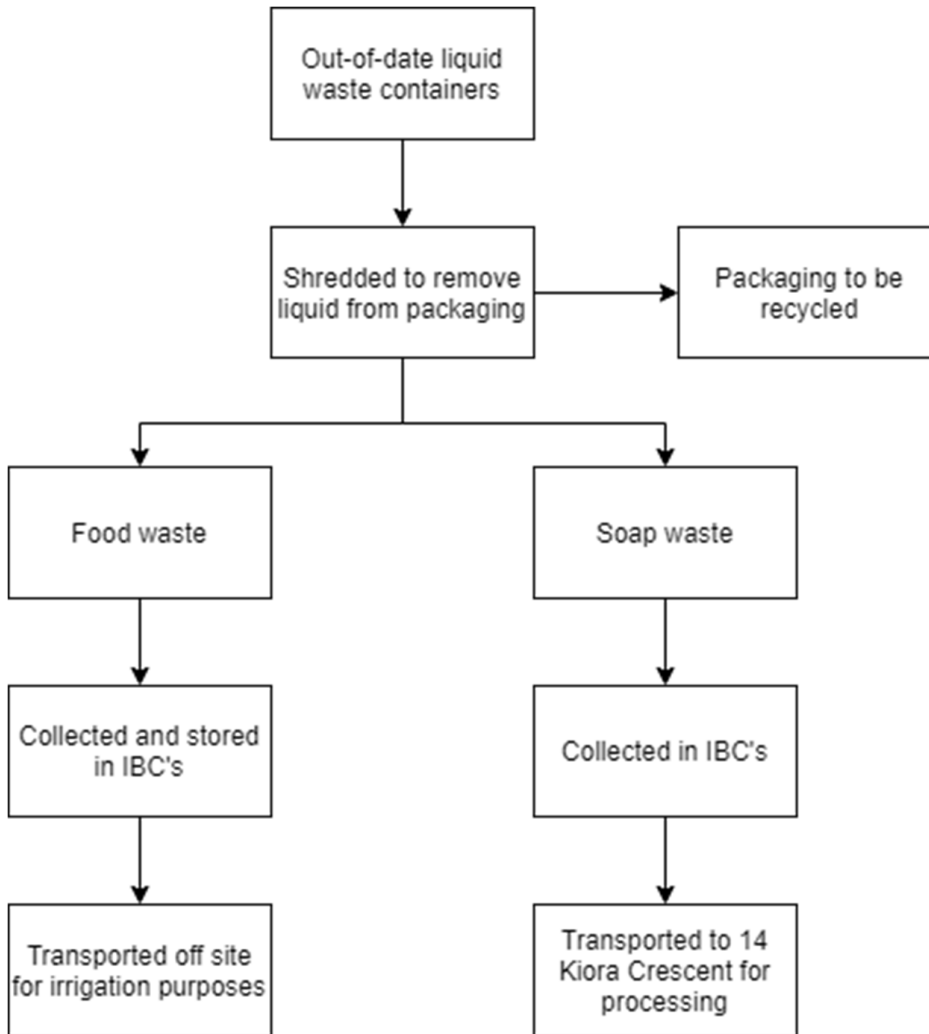
- Plastic: 950
- Cardboard: 950
- Aluminium: 950
- Liquid food waste: 4,600
- Liquid waste (other – for processing at 14 Kiora Crescent): 1,100
- Steel: 450
- Timber: 250
- Glass: 450
- Cloth: 200
- General solid waste: 100
- Total: 10,000**

The destruction and disposal of out-of-date liquid products/food wastes would involve the following:

- Out-of-date, expired or perishable liquid food waste (such as fruit juices, soft drinks, shampoos and soaps) are divided by waste stream (food waste/liquid soaps etc) and fed into a shredder to separate liquids from packaging.
- Shredded packaging containers (cardboard, plastics, aluminium) are collected and recycled.
- Liquid food wastes are collected into intermediate bulk containers (IBCs) and stored at 16 Kiora Crescent.
- Liquid soap wastes are collected and sent to 14 Kiora Crescent for further processing.
- IBCs containing food waste are transported off site to be used in irrigation practices for agricultural properties/farmlands. The contents of the IBCs would comply with the relevant resource recover exemptions/orders and/or NSW Department of Environment and Conservation “Use of Effluent by Irrigation” (2004) and ANZECC & ARMICANZ “Guidelines for Fresh and Marine Water Quality” Volume 3, Primary Industries — Rationale and Background Information (Irrigation and general water uses, stock drinking water, aquaculture and human consumers of aquatic foods) (2000).

Figure 3-2 shows the process diagram for out-of-date liquid product destruction at 16 Kiora Crescent.

Figure 3-2: Process diagram of liquid product waste destruction

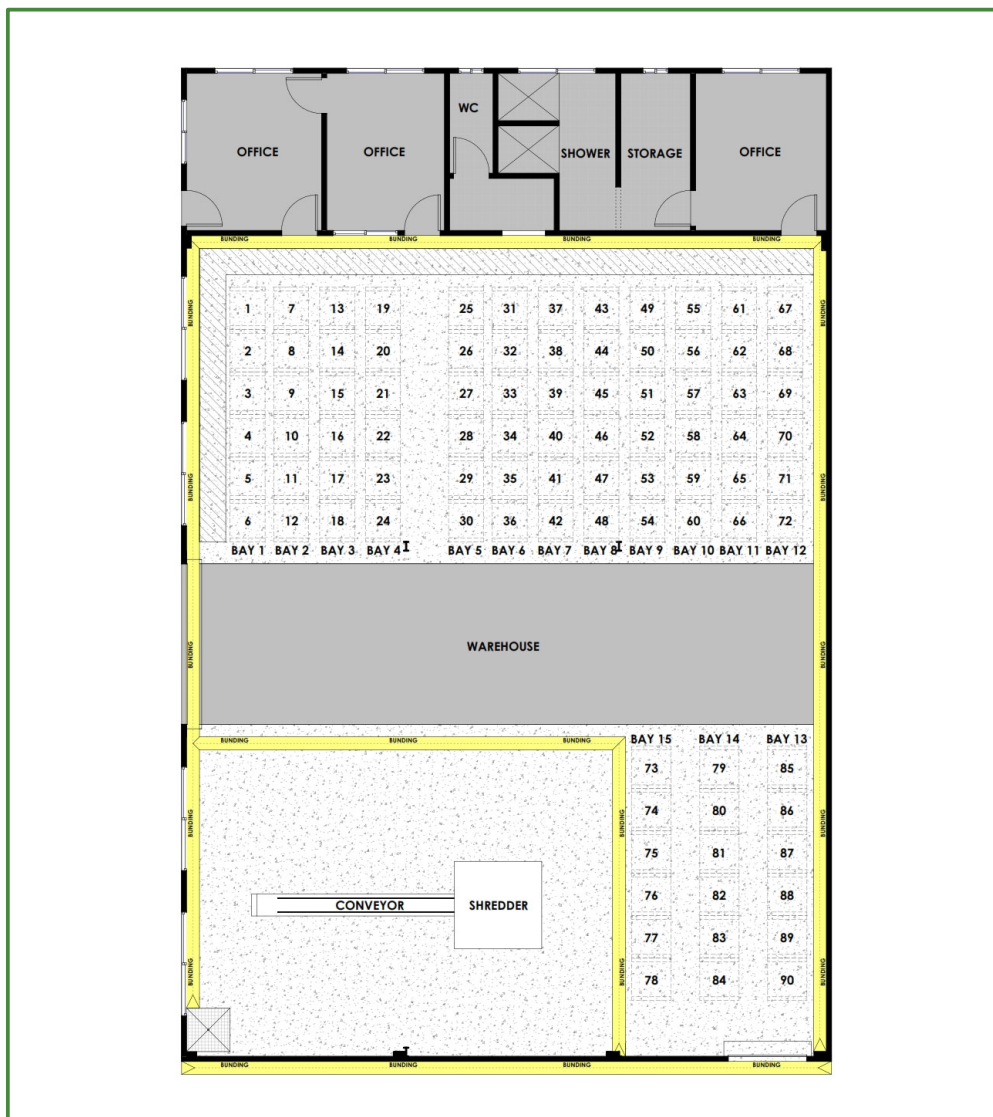


Additionally, the site at 16 Kiora Crescent would also provide improved access and manoeuvring arrangements and reduce the requirement for trucks to use the street for manoeuvring purposes. The swept path diagrams provided in Attachment 5 provide a preliminary site plan and show how trucks would access the building by entering the driveway at 16 Kiora Crescent and reversing into the building on 14 Kiora Crescent. This would allow trucks to enter and leave the sites in a forward direction with minimal manoeuvring on the street, significantly improving the current access and manoeuvring arrangements.

Car parking currently provided on 14 Kiora Crescent is impractical as truck paths cross car parking spaces. Car and tanker truck parking would be provided for the development at the rear of 16 Kiora Crescent.

The proposed warehouse floorplan for 16 Kiara Crescent is shown below in Figure 3-3.

Figure 3-3: Proposed floor plan for product destruction processes at 16 Kiara Crescent



3.2 PRODUCTION PROCESS

The purpose of the facility is to receive waste liquids and process the liquid so suitably cleaned water is removed for discharge to tradewaste and remaining sludges are sent on by a licenced waste contractor to be further processed, predominantly as grease trap waste.

The processes involved in the site operations are as follows:

1. Waste liquids are collected from sites throughout the Sydney Metropolitan Area. Most of the liquids are collected from special purpose tanks which separate the solid residues from the liquids, minimising the solids collected. The waste liquids are collected via vacuum tankers. The vacuum pump is mounted on the truck and runs on the truck's diesel engine. A flexible hose connected to the pump and tank intake transfers the liquid through the intake nozzle,

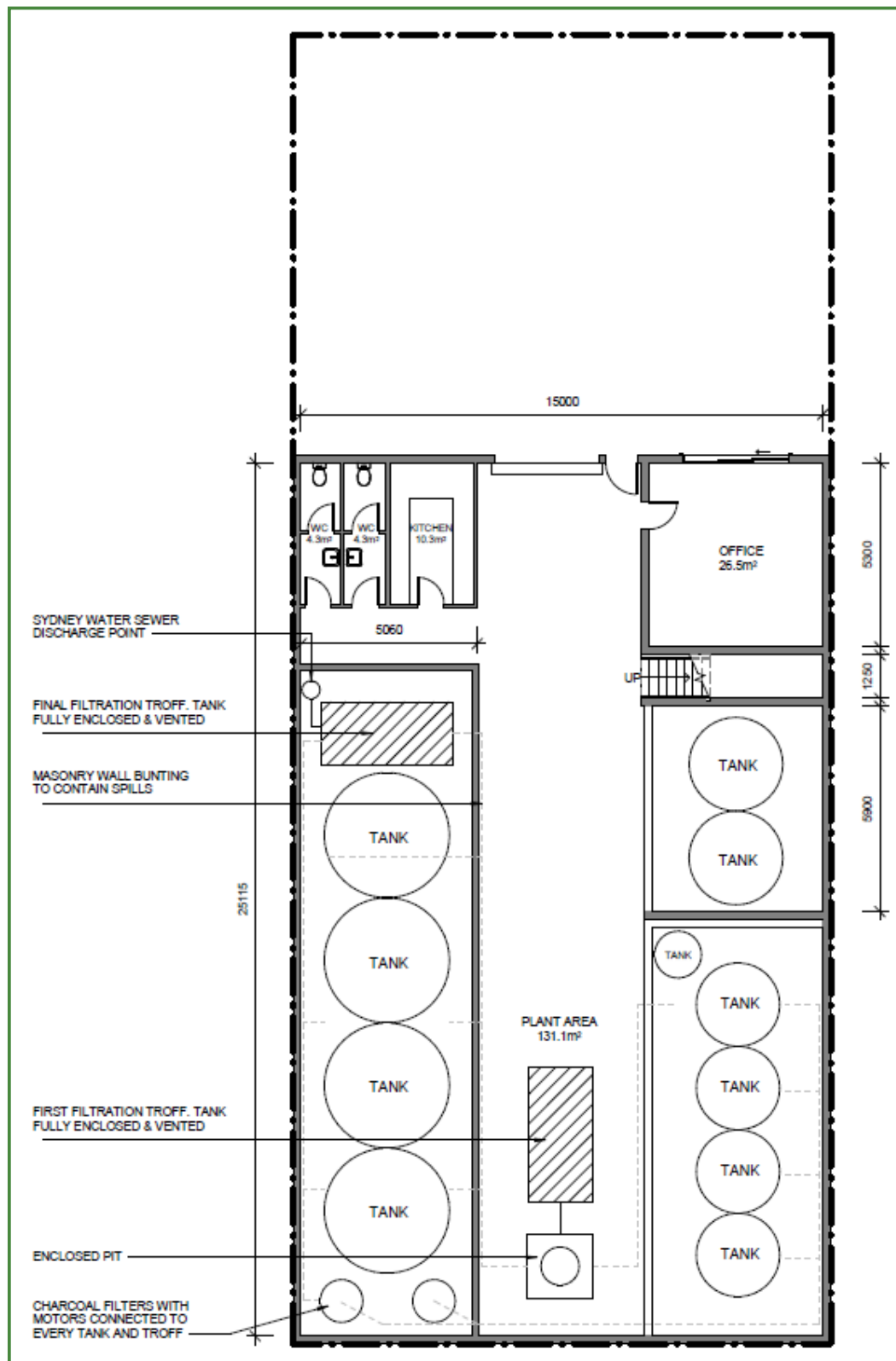


- hose assembly and then into the tank. A pressure valve allows the displaced air to be released to the atmosphere.
2. The liquids are delivered to the recycling facility. Trucks currently reverse into the unloading area located inside the factory building, requiring the truck to use the street to manoeuvre and making car parking on this site impractical. Use of 16 Kiora Crescent has the potential to allow trucks to enter and leave in a forward direction with a significant reduction the area of the street required for manoeuvring. The truck will still reverse into the building but would enter and leave the sites in a forward direction.
 3. A flexible hose connected to the outlet point of the tanker truck and is connected to a filter which removes any solids. The filtration devices are on wheels and can be manoeuvred such that a flexible hose connected to the outlet of the filter connected to any one of the tanks within the facility. Typically tanks on the western side of the facility are assigned to oily liquid wastes (grease trap waste (K110); waste oil/hydrocarbons mixtures/emulsions in water (J120); surfactants (M250)) and tanks on the eastern side of the facility store other organic liquid wastes such as sewage sludge & residues (K130) and landfill leachates (N205).
 4. Solids from the filters are manually transferred to a storage bin that once full is classified in accordance with waste guidelines and sent accordingly to a licenced landfill.
 5. The waste liquids are pumped from the tankers using the main pump within the facility not the tanker pump, which is connected to a pressurised series of tanks and pipework at the facility. The main pumps flow direction and valves throughout the facility controls the movement of liquid waste depending on the operations which vary dependant on volumes of different wastes received.
 6. Before final treatment, all waste liquid is pumped from the storage tanks, into the tank adjacent to the DAF (tank 1) and then into the DAF (Dissolved air flotation) which separates the solid and oil from the water.
 7. Oil and sludge are transferred from the DAF to small storage tanks near the DAF. This is removed from site by a licenced waste contractor to be processed as grease trap waste.
 8. Wastewater from the DAF is discharged to the Sydney Water sewer under a Trade Wastewater Agreement (see Attachment 2).

3.3 SITE LAYOUT

Figure 3-4 shows the existing floor plan of the development on 14 Kiora Crescent, Yennora. Figure 3-1 and Figure 3-3 show the proposed floor plan for the site for 14 and 16 Kiora Crescent respectively. A preliminary site plan showing both properties is provided in Attachment 4.

Figure 3-4: Existing Site Plan – 14 Kiora Crescent, Yennora





3.4 HOURS OF OPERATION

Current hours of operation are 6am – 4pm Monday to Friday and 8am - 1pm Saturdays.

The facility proposes to operate 24 hours a day, seven days a week.

3.5 EMPLOYMENT

The site currently employs 2 full time staff and will employ 3 additional staff with the proposed increase in production.

3.6 CONSTRUCTION WORKS

Minor construction work is necessary for the proposed development including modifications to fencing, car parking and internal driveways. One tree will need to be removed.

The existing equipment will be utilised with an increased throughput and operational hours.

4. LOCATION

This section describes the existing site conditions and the location of the development. The surroundings are characterised and a general description of the environment that is likely to be affected is provided.

4.1 SITE LOCATION

The development is located on two properties identified as a 575 m² site at 14 Kiora Crescent, Yennora, also known as Lot 49 DP18211 and a 1,113 m² site at 16 Kiora Crescent, Yennora, also known as Lot 50 DP18211. Both sites are within the Cumberland local government area. Figure 4-1 shows the site location in a regional context, with the site's local context shown in Figure 4-2.

Figure 4-1: Site Location in a Regional Context

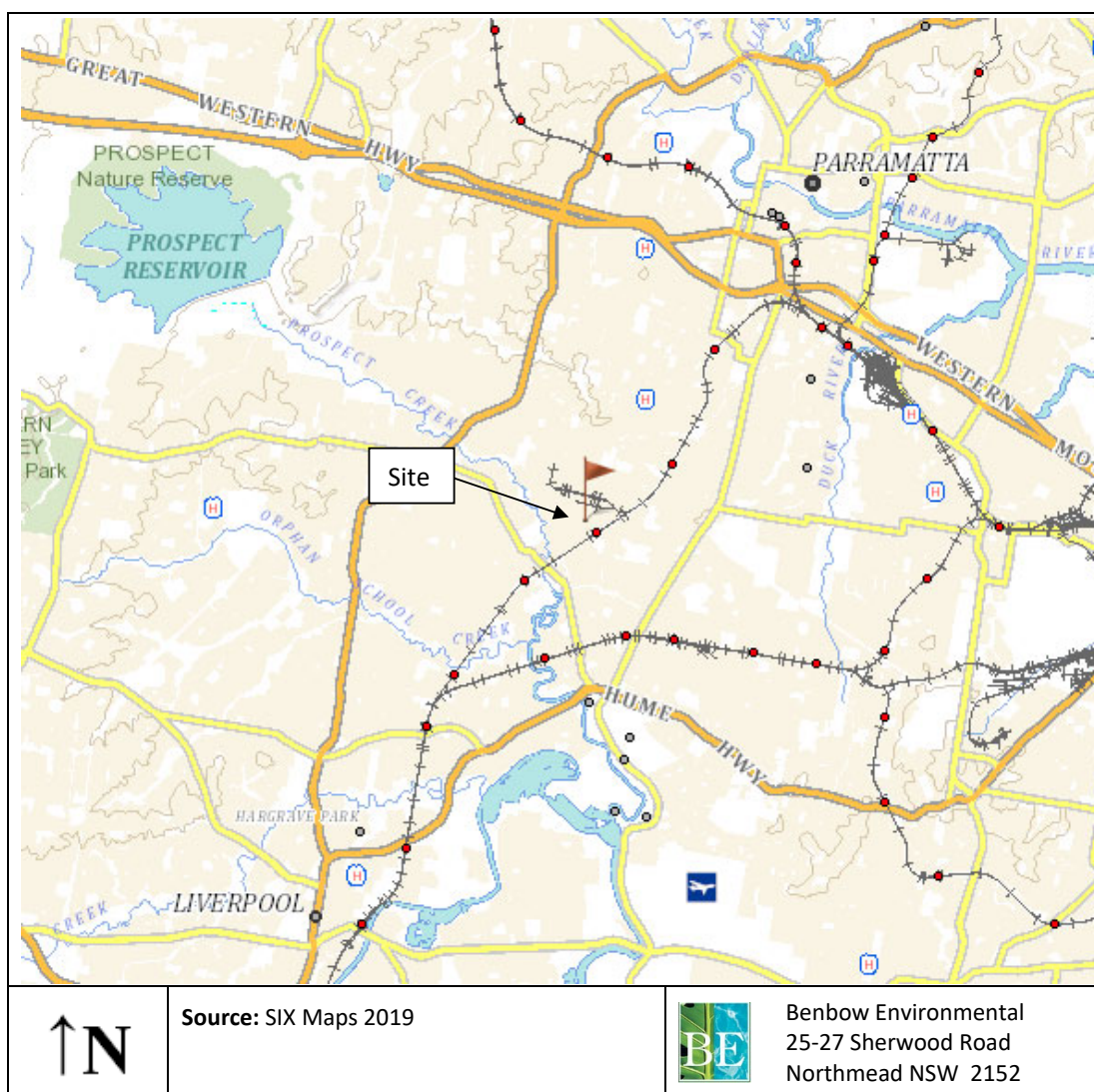
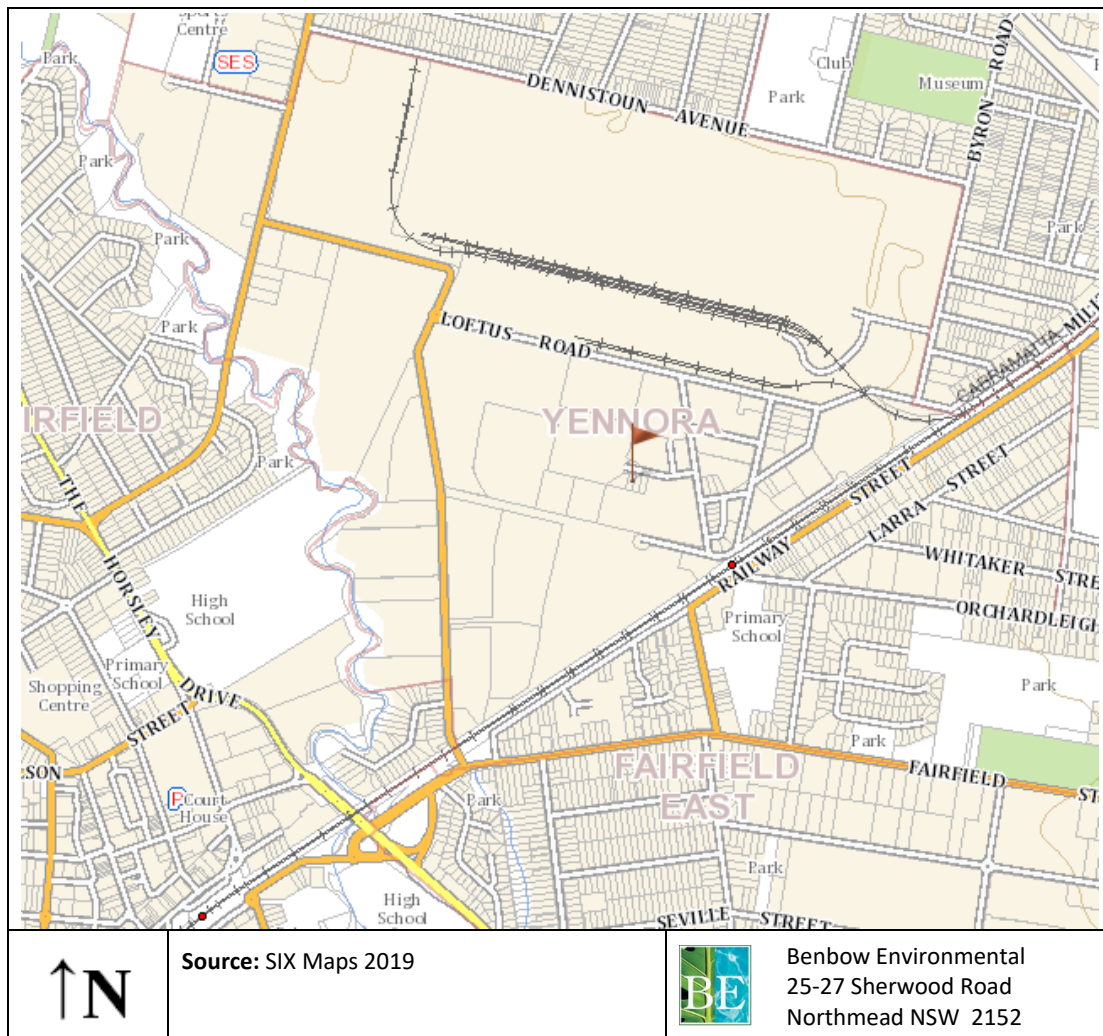


Figure 4-2: The Site Location in a Local Context



4.2 EXISTING FACILITIES

The site at 14 Kiora Crescent is currently operating as a liquid waste treatment facility. The facility consists of a tank farm, filtration equipment, processing tanks, bunded areas, sump collection pits, odour control devices, unloading and loading areas, office and amenities.

The site at 16 Kiora Crescent is currently being used for office purposes. The site contains a single storey brick warehouse, a metal shed and separate awning, concrete driveways and grassed areas.

An aerial photograph of the site is shown in Figure 4-4.

4.3 LAND USE

Both sites are situated in the IN1 – General Industrial land use zoning under the Holroyd LEP 2013 as shown in Figure 4-3.

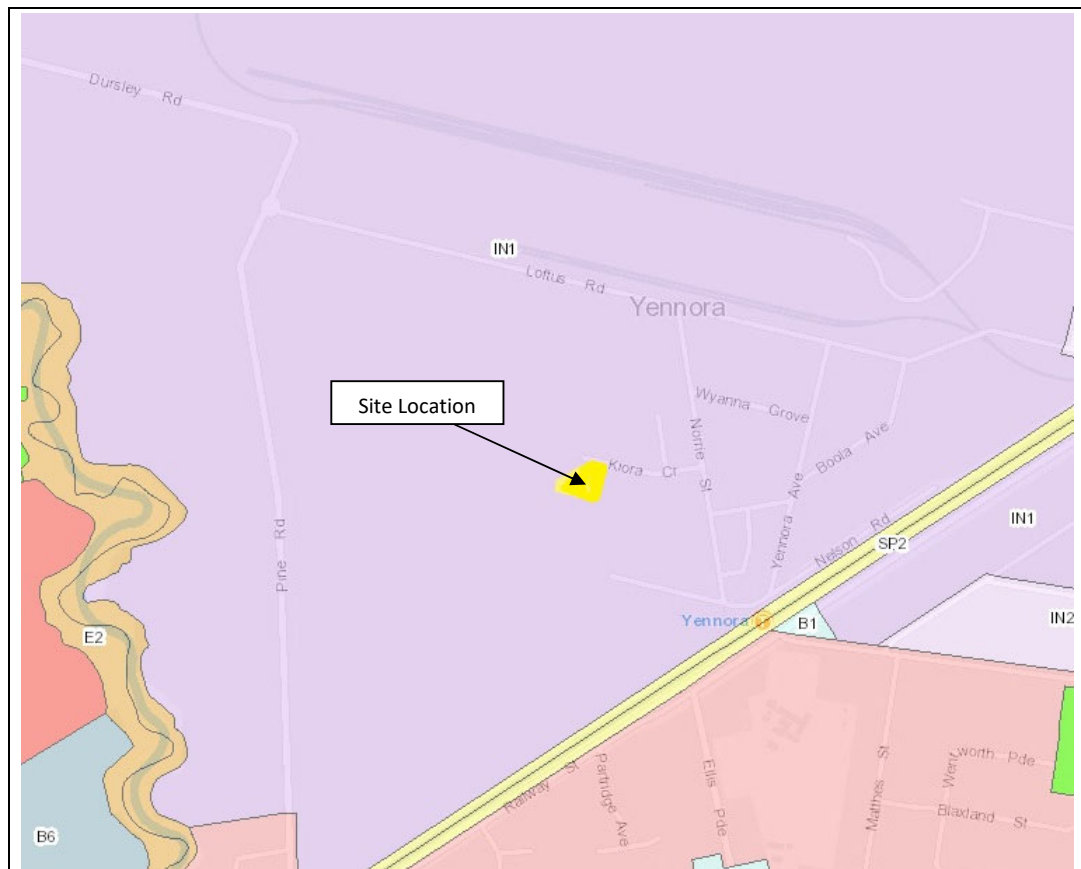


The surroundings, in all directions, are mainly General Industrial IN1, with some Special Infrastructure SP2 (T5 – Leppington railway line) to the east and south and beyond that, Low Density Residential R2. Further to the east there are smaller areas of Light Industrial IN2. Beyond the General Industrial IN1 to the north there are also areas of Low Density Residential R2, Public Recreation RE1 and Environmental Conservation E2. At the edge of the General Industrial IN1 in the west is Prospect Creek, Environmental Conservation E2, beyond that is an area of Low Density Residential R2, Public Recreation RE1 and High Density Residential R4.

The T5 – Leppington railway line is located 325 m to the south east of the site. The Horsley Drive is located 1.02 km to the south west of the site and Prospect Creek is located 735 m to the south west.

The closest residential area is to south east of the site, 330 m to the south east of the site. The surrounding land zoning is shown in Figure 4-3.

Figure 4-3: Surrounding land use zoning



Source: <https://www.planningportal.nsw.gov.au>

Legend:

B1 - Neighbourhood Centre	RE1 - Public Recreation
B2 - Local Centre	RE2 - Private Recreation
B3 - Commercial Core	RU1 - Primary Production
B4 - Mixed Use	RU2 - Rural Landscape
B5 - Business Development	RU3 - Forestry
B6 - Enterprise Corridor	RU4 - Primary Production Small Lots
B7 - Business Park	RU5 - Village
B8 - Metropolitan Centre	RU6 - Transition
E1 - National Parks and Nature Reserves	SP1 - Special Activities
E2 - Environmental Conservation	SP2 - Infrastructure
E3 - Environmental Management	SP3 - Tourist
E4 - Environmental Living	W1 - Natural Waterways
IN1 - General Industrial	W2 - Recreational Waterways
IN2 - Light Industrial	W3 - Working Waterways
IN3 - Heavy Industrial	
IN4 - Working Waterfront	
R1 - General Residential	
R2 - Low Density Residential	
R3 - Medium Density Residential	
R4 - High Density Residential	
R5 - Large Lot Residential	

Figure 4-4: Aerial View of the Site



Table 4-1: Residential and Non-Residential Receivers

Receptor ID	Address	Lot & DP	Approx. Distance from Proposed Development	Type of Receptor
R1	2A Ellis Parade, Yennora	Lot 1 DP553522	330 m SSE	Residential
R2	45 Railway Street, Yennora	Lot 3 DP 574732	755 m ENE	Residential
R3	66 Byron Road, Guildford	Lot 2 DP 975284	965 m NE	Residential
R4	58 Tamplin Road, Guildford	Lot 7 DP 31391	920 m NNE	Residential
R5	45 Dennistoun Avenue, Guildford West	Lot 118 DP 10981	910 m N	Residential
R6	89 Dennistoun Avenue, Guildford West	Lot 50 DP 39199	1135 m NW	Residential
R7	28 Ace Avenue, Fairfield	Lot 30 DP 539236	830 m W	Residential
R8	17 Pine Road, Fairfield	Lot 39 DP 13605	645 m SW	Residential
R9	104 Railway Street, Yennora	Lot 5 DP 812983	425 m SSW	Residential
R10	Yennora Public School 1-9 Orchardleigh Street, Yennora	Lot 1 DP 447926	335 m SW	School/ Childcare Centre
R11	Mini Masterminds Guildford 16 Junction Street, Old Guildford	Lot 1 DP 509537	1070 m ENE	School/ Childcare Centre
R12	Fairfield High School 405 The Horsley Drive, Fairfield	Lot 1 DP 1063605	710 m W	School/ Childcare Centre
R13	Fairfield Road Park 241 Fairfield Road, Yennora	Lot 23 DP 610787	1020 m WNW	Active Recreation
R14	12 Kiora Crescent, Yennora	Lot 48 DP 18211	Adjacent E	Industrial
R15	27-49 Nelson Road, Yennora	Lot 1 DP 746982	Adjacent S	Industrial
R16	1 Norrie Street, Yennora	Lot 9 DP 1233715	130 m N	Industrial

Figure 4-5: Receptor Map



5. PLANNING

This section provides an assessment of the proposed development in accordance with all relevant statutory planning controls.

5.1 COMMONWEALTH CONTROLS

5.1.1 Environment Protection and Biodiversity Conservation Act 1999

The *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) would apply to the development of the subject land. The EPBC Act provides a legal framework to protect and manage nationally and internationally important flora, fauna, ecological communities and heritage places – defined in the EPBC Act as matter of national environmental significance.

The proposed development would not have a significant impact on matters of national environmental significance and it is not on Commonwealth land. Therefore, the Provisions of the Act do not have application and the approval of the Minister is not required.

5.2 STATE CONTROLS

5.2.1 Environmental Planning and Assessment Act and Regulation

The *Environmental Planning and Assessment Act 1979* (EP&A Act) and the *Environmental Planning and Assessment Regulation 2000* (EP&A Regulation) provide the framework for environmental planning in NSW. The EP&A Act and the Regulation include provisions to ensure that proposals, which have the potential to impact on the environment, are subject to detailed assessment. Under this legislation the proposed development is defined as both designated and integrated development.

5.2.1.1 Designated development

The proposed development potentially falls under the *EP&A Regulation 2000, Schedule 3, Part 1* “What is designated development?”. The following clauses are of relevance.

32 Waste management facilities or works

(1) *Waste management facilities or works that store, treat, purify or dispose of waste or sort, process, recycle, recover, use or reuse material from waste and:*

(a) *that dispose (by landfilling, incinerating, storing, placing or other means) of solid or liquid waste:*

(i) *that includes any substance classified in the Australian Dangerous Goods Code or medical, cytotoxic or quarantine waste, or*

(ii) *that comprises more than 100,000 tonnes of “clean fill” (such as soil, sand, gravel, bricks or other excavated or hard material) in a manner that, in the opinion of the consent authority, is likely to cause significant impacts on drainage or flooding,*
or

(iii) *that comprises more than 1,000 tonnes per year of sludge or effluent, or*

(iv) *that comprises more than 200 tonnes per year of other waste material, or*

(b) *that sort, consolidate or temporarily store waste at transfer stations or materials recycling facilities for transfer to another site for final disposal, permanent storage, reprocessing, recycling, use or reuse and:*

- (i) that handle substances classified in the Australian Dangerous Goods Code or medical, cytotoxic or quarantine waste, or*
 - (ii) that have an intended handling capacity of more than 10,000 tonnes per year of waste containing food or livestock, agricultural or food processing industries waste or similar substances, or*
 - (iii) that have an intended handling capacity of more than 30,000 tonnes per year of waste such as glass, plastic, paper, wood, metal, rubber or building demolition material, or*
 - (c) that purify, recover, reprocess or process more than 5,000 tonnes per year of solid or liquid organic materials, or**
 - (d) that are located:**
 - (i) in or within 100 metres of a natural waterbody, wetland, coastal dune field or environmentally sensitive area, or*
 - (ii) in an area of high watertable, highly permeable soils, acid sulphate, sodic or saline soils, or*
 - (iii) within a drinking water catchment, or*
 - (iv) within a catchment of an estuary where the entrance to the sea is intermittently open, or*
 - (v) on a floodplain, or*
 - (vi) within 500 metres of a residential zone or 250 metres of a dwelling not associated with the development and, in the opinion of the consent authority, having regard to topography and local meteorological conditions, are likely to significantly affect the amenity of the neighbourhood by reason of noise, visual impacts, air pollution (including odour, smoke, fumes or dust), vermin or traffic.*
- (2) This clause does not apply to:**
- (a) development comprising or involving any use of sludge or effluent if:**
 - (i) the dominant purpose is not waste disposal, and*
 - (ii) the development is carried out in a location other than one listed in subclause (1) (d), above, or*
 - (b) development comprising or involving waste management facilities or works specifically referred to elsewhere in this Schedule, or**
 - (c) development for which State Environmental Planning Policy No 52—Farm Dams and Other Works in Land and Water Management Plan Areas requires consent.**

The proposed development will process more than 5,000 tonnes per year and will comprise more than 1,000 tonnes per year of sludge or effluent. Therefore the proposed development constitutes designated development. However, under the State Environmental Planning Policy (State and Regional Development) 2011, the development is State Significant Development (SSD). Therefore, an application for SSD is made.

5.2.1.2 Integrated development

Part 4, Division 4.8, Section 4.46 of the EP&A Act defines what constitutes an “Integrated development”. Integrated development is development (not being State significant development or complying development) that requires development consent and one or more of the following licenses or approvals listed in Table 5-1.



Table 5-1: Licence/Approval Requirements as Integrated Development

Legislation	Require License or Approval
Coal Mine Subsidence Compensation Act 2017	No
Fisheries Management Act 1994	No
Heritage Act 1977	No
Mines Subsidence Compensation Act 1961	No
Mining Act 1992	No
National Parks and Wildlife Act 1974	No
Petroleum (Onshore) Act 1991	No
Protection of the Environment Operations Act 1997	Yes
Roads Act 1993	No
Rural Fires Act 1997	No
Water Management Act 2000	No

The site currently holds an Environment Protection Licence (EPL licence No. 20444) for waste processing (non-thermal treatment). An application to vary the EPL for the increased quantities and to include 16 Kiora Crescent on the licence would be submitted.

Hence this proposal is integrated development.

5.2.1.3 Section 4.15 (1) – Matters for Consideration

Under Section 4.15 of the EP&A Act, in determining a development application a consent authority is to take into consideration such of the following matters as are relevant to the development, the subject of the development application.

(a) *The provisions of:*

(i) *Any environmental planning instrument.*

The *Holroyd Local Environmental Plan (HLEP) 2013* applies to the subject land. The subject land is zoned IN1 General Industrial. Under the provisions of this zone the proposed use is permitted with consent.

(ii) *Any draft environmental planning instruments that have been placed on public exhibition.*

None at this stage.

(iii) *Any Development Control Plans.*

The proposed use will be assessed in accordance with the Holroyd DCP 2013 in the EIS.

(iv) *Any matters prescribed by the regulations.*

None at this stage.

(b) The likely impact of the development including environmental impacts in both the natural and built environment and social and economic impacts in the locality.



- *Context and Setting*

The proposed use will complement the surrounding area and strengthen the overall economic development of the area.

- *Potential Impact on Adjoining Properties*

There will be no negative impact on the adjoining or surrounding industrial or other adjoining properties.

- *Access, Transport and Traffic*

A traffic and parking assessment will be undertaken for the proposed development for all aspects of its traffic design.

- *Public Domain*

The proposed use will have a positive contribution to the public domain.

- *Utilities*

The existing utilities are adequate to service the proposed development.

- *Heritage*

There are no heritage issues.

- *Other Land Resources*

The proposed development will not require land resources.

- *Critical Habitat*

The land does not include or comprise critical habitat.

- *Air and Microclimate*

There are no microclimate issues. An air quality impact assessment has been conducted and found that there will be no significant impacts.

- *Waste*

Waste management will be assessed; the proposed development will treat liquid wastes from the Sydney region, reducing the potential environmental impacts of this waste effectively.

- *Energy*

The proposed operation would not involve energy intensive activities therefore there are no energy issues.

- *Noise*

Detailed noise impact assessment has been conducted in accordance with the NSW Noise Policy for Industry, and the NSW Road Noise Policy. The noise assessment concluded that the proposed development will not generate significant noise impacts.

- *Natural Hazards*

There are no acknowledged natural hazards.

- *Social Impact in the Locality*

There are no negative social impacts.

- *Economic Impact in the Locality*

The proposed use will contribute to the economic development of the area.

- *Site Design and Building Form*

There will be no major changes to the building design and form, the existing building is of a design suitable to the land zoning of the area and be in accordance with relevant DCP requirements and the Building Code of Australia.

- *Construction*

Minimal construction works are required for the proposed development.

- *Cumulative Impacts*

Cumulative impacts will be assessed in the EIS.

(c) The suitability of the site for the development.

The proposed development is appropriate for this site.

(d) Any submissions made in accordance with the Act.

No submissions at this stage.

(e) The public interest

There are no aspects of the proposed use that would be contrary to the public interest.

5.2.2 Biodiversity Conservation Act 2016

The subject land is not biodiversity certified land within the meaning of Part 8 of the *Biodiversity Conservation Act 2010*. There is no element of the Biodiversity Offsets Scheme that applies to the land under Part 8 of the same Act. The subject land does not contain threatened species.



The proponent is therefore seeking a waiver for a biodiversity development assessment report (BDAR waiver) under Section 7.9 of the Act (Attachment 3).

5.2.3 NSW Heritage Act 1977

The subject land does not contain an item of environmental heritage and there are no items of environmental heritage in the immediate vicinity of the subject land that would be impacted by its proposed use. Therefore, there are no issues in relation to the *NSW Heritage Act 1977*.

5.2.4 State and Regional Environmental Planning Policies

A number of State Environmental Planning Policies (SEPPs) and Deemed SEPPs (previously known as Regional Environmental Plans) as well as Draft SEPPs, apply to the subject land and are listed in Table 5-2. The most relevant SEPPs are then discussed in greater detail.

Table 5-2: State and Regional Environmental Planning Policies

Policy	Comments
Greater Metropolitan Regional Environmental Plan No. 2 – Georges River Catchment	No application: Discussed below
SEPP (Affordable Rental Housing) 2009	No application
SEPP (Building Sustainability Index: BASIX) 2004	No application
SEPP (State Significant Precincts) 2005	No application: Discussed below
SEPP (Miscellaneous Consent Provisions) 2007	No application
SEPP (State and Regional Development) 2011	Applies: Discussed below
SEPP (Exempt and Complying Development Codes) 2008	No application
SEPP (Housing for Seniors or People with a Disability) 2004	No application
SEPP (Infrastructure) 2007	Applies. Discussed below.
SEPP (Mining, Petroleum Production and Extractive Industries) 2007	No application
SEPP No 1 – Development Standards	No application
SEPP No 19 – Bushland in Urban Areas	No application
SEPP No 21 – Caravan Parks	No application
SEPP No 33 – Hazardous and Offensive Development	No application: Discussed below
SEPP No 44 – Koala Habitat Protection	No application
SEPP No 50 – Canal Estate Development	No application
SEPP No 55 – Remediation of Land	No application: Discussed below
SEPP No 62 – Sustainable Aquaculture	No application
SEPP No 64 – Advertising and Signage	Existing signage will remain. No application.
SEPP No 65 – Design Quality of Residential Apartment Development	No application
SEPP No 70 – Affordable Housing	No application
SEPP (Primary Production and Rural Development) 2019	No application
SEPP (Vegetation in Non-Urban Areas) 2017	No application
Draft SEPP – Integrating Land Use and Transport	No application
Draft SEPP (Environment) 2017	No application



5.2.4.1 State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

The proposed development does not trigger the thresholds listed in SEPP No. 33 – Hazardous and Offensive Development and would not fit the definition of ‘potentially hazardous industry’ or ‘hazardous storage establishment’. This will be addressed in the EIS.

5.2.4.2 State Environmental Planning Policy No. 55 – Remediation of Land

The proposed development does not require any excavation, therefore SEPP No. 55 – Remediation of Land does not apply.

The site is considered to be suitable for the proposed development in its current condition, and therefore no remediation is required.

5.2.4.3 State Environmental Planning Policy (Infrastructure) 2007

The proposal is permitted with consent under Clause 121 of Division 23, Part 3, of the *State Environmental Planning Policy (SEPP) (Infrastructure) 2007*, as reported below.

121 Development permitted with consent

(1) Development for the purpose of waste or resource management facilities, other than development referred to in subclause (2), may be carried out by any person with consent on land in a prescribed zone.

Where:

prescribed zone means any of the following land use zones or a land use zone that is equivalent to any of those zones:

- (a) RU1 Primary Production,*
- (b) RU2 Rural Landscape,*
- (c) IN1 General Industrial,***
- (d) IN3 Heavy Industrial,*
- (e) SP1 Special Activities,*
- (f) SP2 Infrastructure.*

waste or resource management facility means a waste or resource transfer station, a resource recovery facility or a waste disposal facility.

resource recovery facility means a facility for the recovery of resources from waste, including such works or activities as separating and sorting, processing or treating the waste, composting, temporary storage, transfer or sale of recovered resources, energy generation from waste gases and water treatment, but not including re-manufacture of material or goods or disposal of the material by landfill or incineration.

waste or resource transfer station means a facility for the collection and transfer of waste material or resources, including the receipt, sorting, compacting, temporary storage and distribution of waste or resources and the loading or unloading of waste or resources onto or from road or rail transport.

Development for the purposes of a waste or resource management facility is permissible with consent.



5.2.4.4 State Environmental Planning Policy (State Significant Precincts) 2005

The development is not within a state significant precinct and the provisions of the SEPP (State Significant Precincts) 2005 do not apply.

5.2.4.5 State Environmental Planning Policy (State and Regional Development) 2011

The aims of SEPP (State and Regional Development) 2011 is to identify development that is state significant development, state significant infrastructure or critical state significant infrastructure. Under Clause 8 (1) of the *State Environmental Planning Policy (State and Regional Development) 2011*, development is potentially State Significant Development if it is specified in Schedule 1 or Schedule 2. Clause 23(3) of Schedule 1 is relevant to the proposed activities:

23 Waste and resource management facilities

(1) Development for the purpose of regional putrescible landfills or an extension to a regional putrescible landfill that:

- (a) has a capacity to receive more than 75,000 tonnes per year of putrescible waste, or*
- (b) has a capacity to receive more than 650,000 tonnes per year of putrescible waste over the life of the site, or*
- (c) is located in an environmentally sensitive area of State significance.*

(2) Development for the purpose of waste or resource transfer stations in metropolitan areas of the Sydney region that handle more than 100,000 tonnes per year of waste.

(3) Development for the purpose of resource recovery or recycling facilities that handle more than 100,000 tonnes per year of waste.

(4) Development for the purpose of waste incineration that handles more than 1,000 tonnes per year of waste.

(5) Development for the purpose of hazardous waste facilities that transfer, store or dispose of solid or liquid waste classified in the Australian Dangerous Goods Code or medical, cytotoxic or quarantine waste that handles more than 1,000 tonnes per year of waste.

(6) Development for the purpose of any other liquid waste depot that treats, stores or disposes of industrial liquid waste and:

- (a) handles more than 10,000 tonnes per year of liquid food or grease trap waste, or*
- (b) handles more than 1,000 tonnes per year of other aqueous or non-aqueous liquid industrial waste.*

The proposed development **is State Significant Development** as it involves the handling of more than 10,000 tonnes per year of liquid food or grease trap waste and 1,000 tonnes of other aqueous per year of waste. Additionally, the subject site is not an identified site under Schedule 2 of the SEPP.

5.2.5 Greater Metropolitan Regional Environmental Plan No. 2 – Georges River Catchment

The proposed development must adhere to the specific matters for consideration of clause 23 of the Greater Metropolitan Regional Environmental Plan No. 2 – Georges River Catchment.

19 SEWERAGE MANAGEMENT SYSTEMS OR WORKS

Definition

Development for the purpose of any sewerage system or work which stores, treats or disposes of sewage (including domestic on-site disposal systems that are ancillary to other development which requires consent) but not including a public utility undertaking.

Planning control

*Development consent required.
Advertised.*

Specific matters for consideration

Whether the proposed development will be capable of connection to a Sydney Water Corporation Limited or council sewerage system either now or in the future.

The suitability of the site for on-site disposal of effluent or sludge and the ability of the sewerage systems or works to operate over the long-term without causing significant adverse effects on adjoining property. Where the proposal is for single dwelling residential development not connected to a reticulated sewerage system, the Environment and Health Protection Guidelines—On-site Sewage Management for Single Households (1998) prepared by and available from the Department of Local Government, the Department of Land and Water Conservation, the Department of Health and the Environment Protection Authority must be followed.

The likely effect of any on-site disposal area required by the proposed development on:

- (a) any water bodies in the vicinity, including rivers, streams, creeks, dams, or*
- (b) any wetland areas identified and mapped by the National Parks and Wildlife Service, or*
- (c) any groundwater, or*
- (d) any flood liable land within the Catchment.*

The sewage management facility or, in the case of on-site disposal systems, the effluent application area should make provision for the following:

- (a) preventing the spread of disease by micro-organisms, emission of foul odours, contamination of water and degradation of soil and vegetation, discouraging insects and vermin and ensuring that persons do not come into contact with untreated sewage or effluent (whether treated or not) in their ordinary activities on the premises,*
- (b) the reuse of resources (including nutrients, organic matter and water) and the minimisation of any adverse impacts on the amenity of the land on which the facility or area is installed or constructed and other land in the vicinity of that land,*
- (c) the scope for recycling and reusing effluent or sludge on the site,*
- (d) the adequacy of wet weather storage and the wet weather treatment capacity (as necessary) of the proposed sewerage system or works,*



- (e) likely cumulative impacts downstream where direct discharge of effluent to the Georges River or its tributaries is proposed,*
- (f) the need for ongoing monitoring of the system or work.*

Note. Direct discharge into the Georges River or its tributaries is strongly discouraged. Where that is permitted, the standards set by the Environment Protection Authority must be satisfied.

22 WASTE MANAGEMENT FACILITY OR WORKS

Definition

Development for the purpose of waste management facilities or works described in Schedule 3 (Designated Development) to the Environmental Planning and Assessment Regulation 1994.

Planning controls

Development consent required unless on flood liable land, in which case it is prohibited. Advertised.

Specific matters for consideration

A system is to be required to manage leachate surface controls on the land on which the waste management facility or works is or are proposed.

A site management plan is to be required for the land on which the waste management facility or works is or are proposed.

The likelihood of groundwater contamination.

The adequacy of the proposed leachate management system and surface water controls.

The long-term stability of the final landform and the adequacy of the site management plan.

Where the proposed development involves extraction of material, whether an adverse impact on the Georges River or its tributaries will result.

The specific matters for consideration listed above would be addressed in the EIS.

5.3 CONSULTATION

A project of this type requires early consultation with the various regulatory stakeholders, Government and non-Government organisations.

Consultation with government departments and the local community plays an important role in ensuring that all potential environmental impacts are evaluated and the most important issues are prioritised. Key aspects and assessment requirements expected to be identified through the consultation process are also summarised in Section 6.

Consultation with all bodies (including Fire and Rescue NSW and NSW EPA) will be conducted through the standard consultation channels. Consultation has commenced through a scoping meeting with DPIE on the 21st November 2019. A pre-lodgement meeting with Cumberland Council will be undertaken to consult with Council on issues to be addressed and specifically the proposed variation to the development footprint and traffic movements in and out of the site.

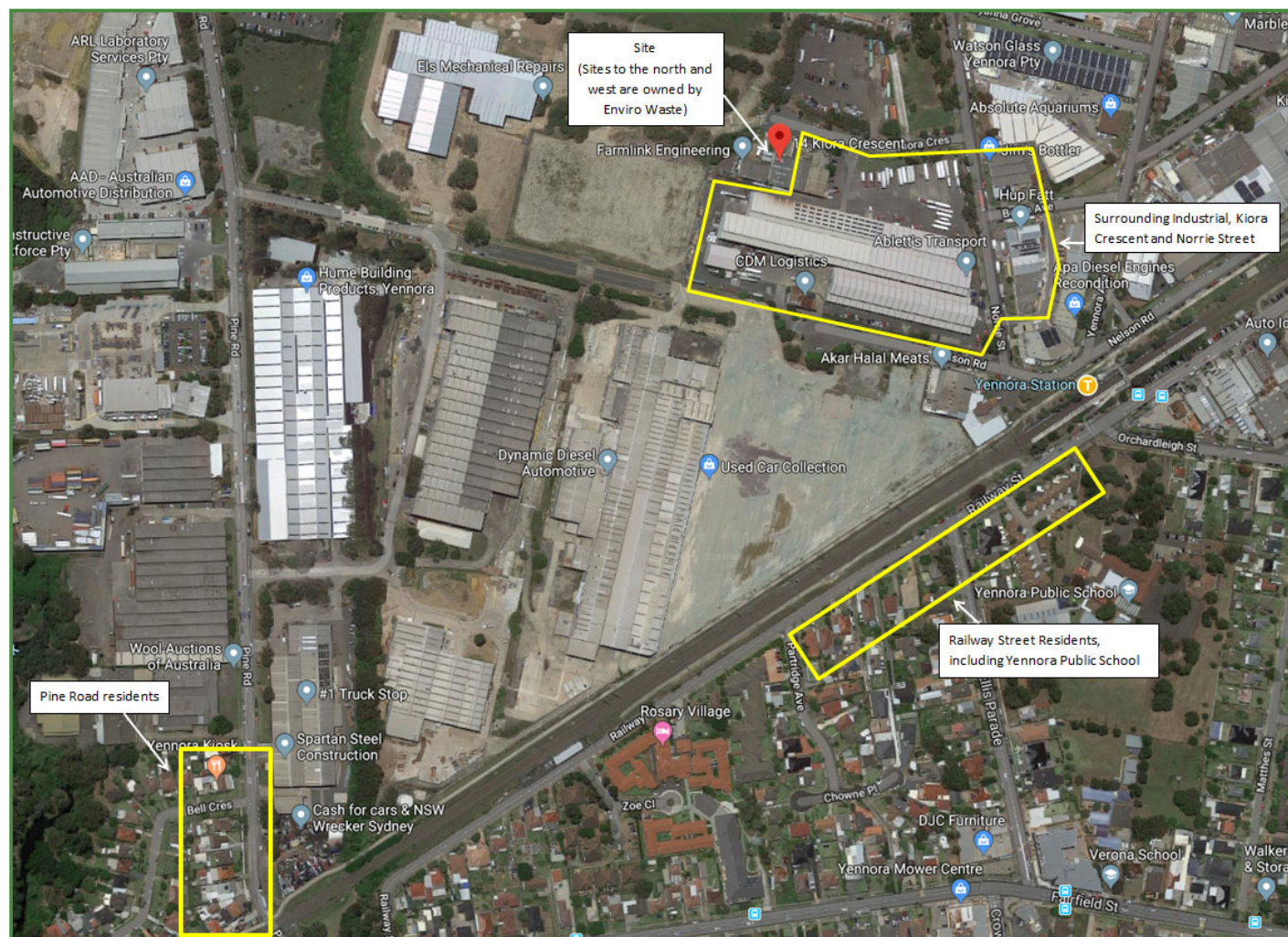
5.3.1 Community Consultation

Consultation with the residential community and adjoining industrial businesses will be undertaken by the Principal Consultant and Environmental Scientist of Benbow Environmental (BE). A leaflet (Attachment 1) will be provided with an explanation of the proposal, its location, activity and the size of the development.

35 locations are planned to be visited and all delivered leaflets. Leaflets will be letterbox dropped where residents are absent or gates locked.

The aerial in Figure 5-1 shows the locations planned to be visited.

Figure 5-1: Location planned to be visited during consultation



6. POTENTIAL ENVIRONMENTAL IMPACTS

The proposed development would have the potential to impact a number of environmental aspects which would be addressed in a comprehensive Environmental Impact Statement (EIS). The EIS would be supported by a number of technical reports. Requirements of regulatory authorities would also be included in the technical reports which are expected to include:

6.1 WASTE MANAGEMENT

The proposed development will treat liquid waste and manage environmental impacts effectively. A Waste Management Plan is required.

The waste management plan would include a description of the type, quantity and classification of the waste to be accepted at the site, how this waste will be transported, processed, managed and stored, on-site processing of the waste and proposed controls for managing environmental impacts of these activities.

6.2 AIR QUALITY

A full quantitative odour assessment (OIA) has been conducted for the operation of the proposed liquids waste recycling facility in accordance with the *"Approved Methods for the Modelling and Assessment of Air Pollutants in New South Wales"* (EPA 2016).

The predicted 99th percentile ground level impacts were modelled and compared against the odour concentration criterion of 7 OU/m³ (for residences $\leq \approx 2$). As such odour emitted from the site would be very minor and is not anticipated to cause nuisance or offence to persons within the vicinity of the site.

The following mitigation measures are used at the facility:

- Biotrickling filter system;
- Vertical dispersion stack, 6 m above roofline;
- Indoor operations; and
- Deodoriser.

Dust is not considered as a potential emission that would be generated from the proposed development and therefore was not assessed.

6.3 NOISE AND VIBRATION

A Noise Impact Assessment has been undertaken for the proposed development.

Noise propagation modelling was carried out using Sound PLAN v7.3. Two operational scenarios were considered in the noise model. The first scenario considered a situation in which all equipment were running for 100% of the time over the 15 minute assessment period, with two vehicle movement being considered within a 15 minute period. It is understood that the air compressor generally does not run for a full 15 minute period, so the scenarios present a conservative analysis. The second scenario considers a full operational scenario but with temperature inversion weather conditions.



During the day, evening and night periods the operational noise levels are predicted to comply with the Noise Policy for Industry at all receivers for both weather scenarios. During standard operations, sleep disturbance is not expected to occur at any residential receiver.

It is therefore concluded that the proposed site activities will not have a detrimental impact on surrounding receivers.

6.4 SOIL AND WATER

A Soil and Water Assessment has been undertaken for the proposed development.

The majority of soil and water controls are already in place at the site and are considered appropriate for the proposed development.

Surface and storm waters run off the roof into a downpipe and onto the hardstand at the front of the property. This then feeds into a stormwater gutter at the property line and runs to a stormwater drain approximately 50 m east. The entrance to the operational area is sat upon a slight incline, allowing roof and hardstand water runoff to flow to the stormwater gutter at the front of the property. If any stormwater enters the operational area of the site, it is collected in the sump pit and treated before disposal.

A summary of the soil and water environmental safeguards are provided as follows:

- Transfer of waste from truck to storage tanks is a fully enclosed process;
- All work and process areas involving liquid wastes are fully bunded;
- Sealed blind sump pits are located within bunded areas;
- Blind sump pits and storage tanks are checked for leaks/blockages regularly;
- The site is and will continue to be sat upon fully sealed land;
- Procedures, signage and training in appropriate methods of how to avoid spills and what to do should they occur; and
- Hazardous chemicals and fuels stored on site are fully enclosed and bunded in accordance with relevant standards.

6.5 ENVIRONMENTAL HAZARDS AND RISKS

A preliminary risk screening of the proposed development in accordance with *State Environment Planning Policy No. 33 – Hazardous and Offensive Development* (SEPP 33) has been undertaken. The only dangerous goods to be stored on site are 1 cylinder of LPG, Class 2.1, stored in chains and 40 kg of Sodium Hydroxide, class 8, PG II within packages. The quantities of dangerous goods do not exceed the threshold quantities for applying SEPP 33. Therefore, a Preliminary Hazard Analysis (PHA) is not required.

There is potential fire risk from diesel use and grease trap waste being stored and handled onsite. Serious risk from grease trap waste is not foreseeable since the activities occurring on-site do not involve heating at high temperatures or chemical processing. Risk from diesel use is also considered low as the tank is fully compliant with AS1940. However, the nature of the operation would provide a fire hazard arising from a possible arson, incidental fire, malfunctioning equipment or off site fire.



In the unlikely event of a fire, contaminated firewater presents its own potential hazard. Excess firewater may contain hazardous by-products of combustion, which turns normally safe materials into toxic, polluting and environmentally damaging substances. The preferred method of firewater containment is the use of pneumatic bladders/drain stoppers to block the outflow of a drain, converting the drain into a sump from which contaminated firewater can be contained then removed by pump for safe disposal.

Fire safeguards and recommendations will be detailed in the EIS.

The site is bushfire prone (vegetation buffer) and will require a bushfire report. A fire safety study to the recently released guideline “Reducing fire risk at waste management sites” prepared by Fire and Rescue NSW will need to be assessed. This document will determine the extent of infrastructure needed for fire protection.

An emergency plan would be provided with the EIS.

6.6 ABORIGINAL CULTURE AND HERITAGE

A detailed Aboriginal Cultural Heritage Assessment Report (ACHAR) will be undertaken by McCardle Cultural Heritage Pty Ltd for the subject site (14-16 Kiora Crescent). This assessment will be conducted in line with the Code of Practice for the Archaeological Investigation of Aboriginal Objects in New South Wales (DECCW, 2010), the Guide to investigating, assessing and reporting on Aboriginal cultural heritage in NSW (OEH 2011) and the Aboriginal Cultural Heritage Consultation Requirements for Proponents (DECCW, 2010).

6.7 BIODIVERSITY (FLORA AND FAUNA)

A targeted search within 10km of the site was conducted using the the BioNet Atlas of NSW Wildlife website. The search criteria included all valid records, from the past five years, of entities threatened in NSW under the *Threatened Species Conservation Act 1995* and entities threatened nationally under the *Environment Protection and Biodiversity Conservation Act 1999* within a selected area. The search found that there are five vulnerable/vulnerable-protected species within that distance, with the sclosest sighting being of a Large Bent-winged Bat sighted 1.34 km south west of the site.

In the Holroyd LEP 2013 Maps the subject site is not identified as containing a critical habitat or biodiversity. The nearest area of biodiversity is 875 m north east of the site and is known as Remnant Native Vegetation. The closest Riparian Land is 610 m to the west of the site adjacent to Prospect Creek.

The proposed modifications will not result in removal of existing vegetation or a change to landscaping of the site as the site is already developed. The site is not in close proximity to any critical habitats. The flora and fauna impacts are considered negligible.

Ecological Consultants Australia Pty Ltd have undertaken a biodiversity development assessment report (BDAR) waiver has been lodged with this scoping report (Attachment 3).

6.8 TRAFFIC AND TRANSPORT



The proposed development would result in increased traffic movements. A detailed traffic and parking assessment will be undertaken for the proposed development for all aspects of its traffic design and assess potential impacts on the existing road network.

Staff vehicle parking would be provided on 16 Kiora Crescent. Truck holding bays would also be made available on 16 Kiora Crescent. Parking would be provided in accordance with the Holroyd Development Control Plan 2013.

Truck and vehicle movement associated with the increase of quantity will be approximately 10-30 trucks per day.

Truck size and tank capacity varies between fleet vehicles, staff vehicles and contractors utilising the site for its waste disposal services. Typically truck sizes range between 2,000 to 30,000 litre capacity trucks.

The swept paths for trucks entering and exiting the facility are currently not practicable to allow for adequate car parking. Improvements to the processes involved in trucks entering and exiting the site are proposed as shown in Attachment 4 as follows:

- Trucks enter Kiora Crescent from the east, traveling west along the street until reaching the driveway of 16 Kiora Crescent (situated on the left);
- Trucks would enter the site by turning left into the driveway in a forward direction, then performing a 4-point turn within the front the property, using a small area on the street to manoeuvre forward before reversing into the unloading area inside the building on 14 Kiora Crescent;
- The truck then couples up to the appropriate waste stream transfer hose, and sits idly whilst waste is vacuumed into storage tanks; and
- After waste is removed from truck tanks, trucks exit the site in a forward direction, turning right onto Kiora Crescent and driving east away from the site.

6.9 VISUAL AMENITY

There will be minor changes in the current appearance of the site with the new proposal; therefore visual impacts will be negligible.

6.10 CUMULATIVE IMPACTS

Cumulative impacts of the proposed development would be assessed in the EIS. Cumulative impacts are included in several technical assessment methodologies such as air quality, noise and traffic. The cumulative impact assessment would determine whether the project is likely to cause significant or unacceptable change to an environmental, social or economic aspect in combination with impacts from other sources in the area.

6.11 ENVIRONMENTAL MANAGEMENT

Enviro Waste will require an Environmental Management Plan (EMP). The EMP should address the following major elements:

- Legal and regulatory requirements;
- Site description including environmental characteristics and general infrastructure;
- Operational conditions and controls;
- Environmental management activities in relation to particular aspects and impacts;
- Reporting, staffing and training requirements;
- Environmental monitoring and review; and
- Environmental procedures including but not limited to:
 - ▶ Odour management;
 - ▶ Noise management;
 - ▶ Stormwater management;
 - ▶ Waste Management;
 - ▶ Equipment monitoring and maintenance schedule; and
 - ▶ Regular Workplace Inspection.

The EMP would adopt the framework suggested by the ISO 14001 Standard. This would maximise consistency and simplicity in the administration and implementation of the EMP procedures. Specific procedures would be developed to manage the identified environmental aspects and impacts of site activities.



7. CONCLUDING REMARKS

The preliminary environmental assessment process has enabled the potential impacts of the proposed increase in processing capacity of an existing liquid waste recycling facility to be identified.

The use of a site that is already developed with buildings and infrastructure in place is a major advantage. Being readily able to meet the demand for liquid waste treatment without the construction of a new site is also a benefit of this site.

This concludes the Scoping Report. Request to modify Secretary's Environmental Assessment Requirements for SSD 10407 with the inclusion of 16 Kiara Crescent is made.

Emma Hansma
Senior Engineer

Kate Barker
Environmental Scientist

Victoria Hale
Environmental Scientist

Matthew Taylor
Environmental Scientist

R T Benbow
Principal Consultant



8. LIMITATIONS

Our services for this project are carried out in accordance with our current professional standards for site assessment investigations. No guarantees are either expressed or implied.

This report has been prepared solely for the use of Enviro Waste Services Group Pty Ltd, as per our agreement for providing environmental services. Only Enviro Waste Services Group Pty Ltd is entitled to rely upon the findings in the report within the scope of work described in this report. Otherwise, no responsibility is accepted for the use of any part of the report by another in any other context or for any other purpose.

Although all due care has been taken in the preparation of this study, no warranty is given, nor liability accepted (except that otherwise required by law) in relation to any of the information contained within this document. We accept no responsibility for the accuracy of any data or information provided to us by Enviro Waste Services Group Pty Ltd for the purposes of preparing this report.

Any opinions and judgements expressed herein, which are based on our understanding and interpretation of current regulatory standards, should not be construed as legal advice.

ATTACHMENTS

Proposed Increase in Capacity to a Liquid Waste Recycling Facility, 14-16 Kiora Crescent, Yennora NSW 2161

COMMUNITY INFORMATION SHEET

Enviro Waste Services Group (Enviro Waste) is proposing to increase processing quantities at their liquid waste recycling facility at 14 Kiora Crescent and utilise the neighbouring site at 16 Kiora Crescent for additional waste recycling, offices, truck manoeuvring and car parking. Both properties are located in the suburb of Yennora. An Environmental Impact Statement (EIS) for the proposal is currently being prepared for submission to the Department of Planning and Environment. The EIS will be exhibited for a minimum of 28 days (longer if the exhibition overlaps with the Christmas/New Year period), at which time the community are invited to make submissions.

About Enviro Waste Services Group

Enviro Waste Services Group is a family owned and operated liquid waste disposal company in Sydney who specialise in liquid waste removal founded on the extensive experience of its Owner and Director, Eddy Hawach. Enviro Waste provides professional, high quality service that specialises in liquid waste, grease trap waste disposal, hazardous waste removal, oily waste disposal and removal, septic waste removal, septic tank cleaning and product destruction. Enviro Waste services a range of markets to help enable a large region and rapidly developing country centres to function efficiently.

The existing liquid waste recycling facility subject of this proposal is located at 14 Kiora Crescent, Yennora and has been in operation and servicing the community for over the past 6 years. The neighbouring property (16 Kiora Crescent) will be incorporated in this proposal for additional liquid waste recycling and storage, office facilities, truck manoeuvring and car parking.

Project Benefits

The project would provide a number of benefits including improving efficiency, meeting the rising demand for liquid waste recycling around NSW and providing additional local employment opportunities.

The Proposed Site

The site is located at 14-16 Kiora Crescent, Yennora NSW 2161 and is shown in Figure 1. The land is approximately 575 square metres in area and the site is located with frontage to Kiora Crescent, surrounded by other industry.



Figure 1: Site location (Source: Google Maps)

The Proposed Development

Enviro Waste propose to increase their processing quantities at their liquid waste recycling facility from 900 tonnes per year to 110,000 tonnes per year and store up to a maximum of 477 tonnes of liquid at any one time. No construction or modification to plant equipment will be required.

The Manufacturing Process

The operation of the facility involves the following activities to be undertaken across both sites:

14 Kiora Crescent (existing facility)

- Unloading and loading of liquid industrial waste (such as sewage sludge, grease trap waste, oil/water emulsions etc) from tanker trucks;
- Filtration of solid debris;
- Separation of solids;
- Separation of oil and sludge; and
- Separation of oil and water.

16 Kiora Crescent (additional facility)

- Unloading out-of-date liquid perishable waste containers (such as fruit juices, soft drinks, shampoos and soaps);
- Packaging containers shredded and recycled;
- Liquid food wastes collected into intermediate bulk containers (IBCs);
- IBC's transported off site for irrigation application to farmlands; and
- Liquid soap wastes sent to 14 Kiora Crescent for further processing.

All increased quantities and processes would utilise existing equipment on site.

Waste liquids are collected from sites throughout the Sydney Metropolitan Area. Most of the liquids are collected from special purpose tanks which separate the solid residues from the liquids, minimising the solids collected. The waste liquids are collected via vacuum tankers. Some of the liquids are delivered or picked up by a small truck in 1000 L IBCs.

Liquids are delivered to the recycling facility and unloading takes place inside the factory building. The waste liquids are pumped from the tankers using pumps within the facility through filters to remove any residue fine solids and then into one of the storage tanks.

The waste liquid is pumped from the storage tanks, into the tank adjacent to the DAF (Dissolved Air Flotation) which separates the solid and oil from the water.

Wastewater from the DAF is discharged to the Sydney Water sewer under a Trade Wastewater Agreement.

Oil and sludge are transferred from the DAF to small storage tanks. This oil and sludge waste is removed from site by a licenced waste contractor to be processed as grease trap waste.

Hours of Operation

The proposed development seeks approval to operate 24 hours, seven days a week.

Environmental Considerations

The environment will be carefully considered at each stage of planning. Key environmental issues that will be addressed in the EIS include:



Figure 1: View of existing Enviro Waste facility (14 Kiora Crescent) from Kiora Crescent

- Waste Management – the facility would receive an increased quantity of liquid wastes that it is already licenced to receive. Measures would be implemented in line with *NSW Waste Avoidance and Resource Recovery Strategy 2014-21*.
- Air Quality – the operations may generate odour emissions. An odour impact assessment is being conducted to NSW EPA Guidelines and mitigation measures would be implemented to minimise emissions of odour.
- Soil and Water – No excavations are required. Stringent environmental safeguards will be put in place to minimise the potential for pollution to waters during operation.
- Noise – a noise impact assessment has been conducted to NSW EPA Guidelines and there are no exceedances of criteria at the nearest receivers during all time periods.
- Traffic and Transport – increased traffic would be associated with the operations. This increase and mitigation measures would be assessed in a traffic assessment in the EIS.
- Hazards and Risk – environmental protection equipment is installed at the premises to minimise the potential risks.

Environmental safeguards and controls would be designed into the facility to ensure impacts on the environment are minimised.

For More Information

For further information contact Benbow Environmental on (02) 9896 0399 or email admin@benbowenviro.com.au



Benbow
ENVIRONMENTAL

A.B.N. 17 160 013 641

Head Office:

25-27 Sherwood Street Northmead NSW 2152 Australia
P.O. Box 687 Parramatta NSW 2124 Australia
Telephone: +61 2 9896 0399 Facsimile: +61 2 9896 0544
E-mail: admin@benbowenviro.com.au

Visit our Website at www.benbowenviro.com.au

Attachment 2: Trade Waste Water Agreement (Sydney Water)

Consent to discharge industrial trade wastewater

Consent to Discharge Industrial Trade Wastewater

SYDNEY WATER CORPORATION

and

ENVIRO WASTE SERVICES GROUP PTY LTD

A.C.N. 613 987 438

ACTIVITY: GREASE TRAP WASTE DISPOSAL (GE02)

RISK INDEX: 05

CONSENT NO: 36782

CONNECTION NO: 1

PROPERTY NUMBER: 4535938

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

day: 20 month: 03 year: 2019

By


.....
(Signature)

Caleb Furner
Manager Major Customers


In the presence of:

Witness


.....
(Signature)

MATTHEW TRUMPP
.....
(Print name of witness)

Executed for and on behalf of
the Customer:


.....
(Signature)

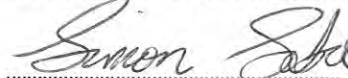
By

EDWARD HAWKEY
.....
(Print name and position of person signing)

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

In the presence of:

Witness


.....
(Signature)

SIMON SABA
.....
(Print name of witness)

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

Consent to Discharge Industrial Trade Wastewater

SCHEDULE 1

(SUBJECT TO PUBLIC DISCLOSURE)

TRADE WASTEWATER WHICH MAY BE DISCHARGED

1. Trade wastewater substances

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

SUBSTANCE	LTADM (kg/day)	MDM (kg/day)	Standard (mg/L)
AMMONIA (AS N)	5	10	100
BIOCHEMICAL OXYGEN DEMAND	75	150	
SUSPENDED SOLIDS	60	120	600
GREASE	11	22	110
SULPHATE	50	100	2000
COPPER	0.15	0.3	5
IRON	1.5	5	50
SULPHIDE	0.5	1	5
ZINC	0.5	1	5

RECONCILIATION PROCEDURES:

LONG TERM AVERAGE DAILY MASS:

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

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

ACCEPTANCE STANDARD:

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

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

MAXIMUM DAILY MASS:

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

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

Consent to Discharge Industrial Trade Wastewater

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

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

3. Rate of discharge of waste to sewer:

- (a) Instantaneous maximum rate of gravitated discharge 6 litres per second
- (b) Maximum daily discharge 200 kilolitres
- (c) Average daily discharge 100 kilolitres

RECONCILIATION PROCEDURE:

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

Consent to Discharge Industrial Trade Wastewater

SCHEDULE 2

(SUBJECT TO PUBLIC DISCLOSURE)

SAMPLING, ANALYSIS, FLOW RATES AND VOLUME DETERMINATION

1. The Customer must provide and make available for the purpose of sampling and analysis;
 - (a) Sampling point located at pre-treatment discharge excluding domestic sewage prior to the point of connection to the Sewer.
 - (b) Equipment necessary to allow collection of composite automatic samples on either a flow proportional or a time basis.
2. The Customer is to undertake collection and analysis of samples in accordance with the schedule detailed below:
 - (a) Composite samples are to be obtained:
 - (i) over one full production day by combining equal volumes taken at 5 kilolitre intervals. The volumes are to be such that at least 5,000 millilitres are obtained over the full day. The reading of the Flowmeter meter is to be obtained at the commencement and conclusion of the sampling day.
 - (ii) on 18 March 2019 and every 22 days thereafter. If trade wastewater is not discharged on this day, then the sample is to be taken on the next day that trade wastewater is discharged. Trade wastewater includes all non-domestic wastewater discharged to sewer from the premises, including cleaning waste.
 - (b) Discrete samples are to be obtained as detailed below, and analysed according to the procedures and methods specified in Sydney Water's published analytical methods, to determine the concentrations or levels of the following substance characteristics:

pH	at the start and finish of each sample day
AMMONIA (AS N)	at the finish of each sample day
 - (c) Composite samples are to be analysed according to the procedures and methods specified in Sydney Water's published analytical methods, or methods otherwise agreed to and detailed hereunder, to determine the concentrations or levels of the following substance characteristics:

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

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

Consent to Discharge Industrial Trade Wastewater

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

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

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

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

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

Consent to Discharge Industrial Trade Wastewater

SCHEDULE 3

(SUBJECT TO PUBLIC DISCLOSURE)

PAYMENTS

The charges are effective from 1 March 2019 and will continue until otherwise advised by Sydney Water.

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

1. CHARGES FOR TRADE WASTEWATER DISCHARGE

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

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

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

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

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

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

(a) Mass Discharged:

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

(b) Chargeable Trade Waste Mass:

- (i) For the following substances, the Chargeable Trade Waste Mass is equal to the Mass Discharged:

SUBSTANCE

COPPER
IRON
SULPHIDE
ZINC

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

SUBSTANCE	DOMESTIC CONCENTRATION mg/L
AMMONIA (AS N)	35
BIOCHEMICAL OXYGEN DEMAND	230
SUSPENDED SOLIDS	200
GREASE	50
SULPHATE	50

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

Consent to Discharge Industrial Trade Wastewater

(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 for the applicable financial year fact sheet on the Sydney Water website.

SUBSTANCE

AMMONIA (AS N)
SUSPENDED SOLIDS
GREASE
COPPER
IRON
SULPHIDE
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:

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

(f) pH and Temperature charges:

Sydney Water regularly assesses its wastewater networks to determine if a system is affected by accelerated odour and corrosion. Where Sydney Water declares a wastewater system to be affected by accelerated odour and corrosion, the temperature and pH charge will only apply if the customer is not committed to or not complying with an effluent improvement program.

2. CHARGES FOR INSPECTIONS

- (a) If, in the opinion of Sydney Water, it is necessary for a Business Customer Representative to exercise rights under clause 6.1, the Customer will incur no liability for payment for any such 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 it is necessary, in the opinion of Sydney Water, to carry out more than 4 occasions within a period of one year, the additional inspections will be charged at the current inspection rate.
- (c) Any inspection required following up an alleged breach or a default notice will result in a fee payable even if the number of inspections nominated in paragraph 2 (a) has not been exceeded.
- (d) For the purposes of 2 (a) and 2 (b), above, one year is defined as the period from 1 July to 30 June the following year.

Consent to Discharge Industrial Trade Wastewater

3. CHARGES FOR ADMINISTRATION OF TRADE WASTE CONSENT

A consent fee per quarter is payable from 1 March 2019.

4. CHARGES FOR VARIATION OR RENEWAL OF TRADE WASTE 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

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

Consent to Discharge Industrial Trade Wastewater

SCHEDULE 4 ADDITIONAL REQUIREMENTS

1. EFFLUENT IMPROVEMENT PROGRAM

N/A

2. WASTE MANAGEMENT PLAN

The existing pre-treatment will result in the generation of 26 tonne per annum of waste substances in the form of a sludge containing generally solids. 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) A Backflow Containment Device must be installed and maintained at the water meter outlet/property boundary in line with Sydney Water's Responsibilities Of Connected Customers Policy.
- (b) Backflow individual/zone protection is required on any tap located within 5m of the trade waste apparatus.

Consent to Discharge Industrial Trade Wastewater

SCHEDULE 5 APPARATUS, PLANT AND EQUIPMENT

EXISTING: 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
1 X sample point
2 X charcoal filters for air scrubbing

PROPOSED: N/A

Consent to Discharge Industrial Trade Wastewater

SCHEDULE 6 SPECIAL CONDITIONS

1. DANGEROUS DISCHARGES

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

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

2. UNINTENDED DISCHARGES

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

3. NOTIFICATION

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

- (a) MALABAR STP CONTROL ROOM TEL: (02) 9931 8319 FAX: (02) 9931 8366
- (b) BUSINESS CUSTOMER SERVICES (8AM TO 5PM MON TO FRI) TEL: 1300 985 227
- (c) BUSINESS CUSTOMER SERVICES EMERGENCY CONTACT (24 HOURS) TEL: (02) 8849 5029

4. PROVISION OF SAFE ACCESS

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

Sydney Water employees must also comply with the Customer's safety policies and procedures and any directions from the Customer's staff while on the Customer's site.

5. ELECTRONIC REPORTING OF SAMPLE ANALYSIS RESULTS

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

Consent to Discharge Industrial Trade Wastewater

SCHEDULE 7

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. Discharge point for which Consent is granted
JUNCTION IN KIORA CRES
4. The date for purposes of clause 3.1 is 1 March 2019
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

Consent to Discharge Industrial Trade Wastewater

SCHEDULE 8

NOTICES AND COMMUNICATION ADDRESSES

SYDNEY WATER: MANAGER MAJOR CUSTOMERS
PO Box 399
PARRAMATTA 2150
TEL: 1300 985 227
A.H: (02) 8849 5029

CUSTOMER: EDWARD HAWACH
DIRECTOR
ENVIRO WASTE SERVICE GROUP
PO BOX 706
PARRAMATTA NSW 2124
TEL: (02) 9721 2028
FAX: (02) 9721 1963

SCHEDULE 9

AUTHORISED OFFICERS

SYDNEY WATER: MANAGER MAJOR CUSTOMERS
PO Box 399
PARRAMATTA 2150
TEL: 1300 985 227
A.H: (02) 8849 5029

Email: businesscustomers@sydneywater.com.au

CUSTOMER: EDWARD HAWACH
DIRECTOR
ENVIRO WASTE SERVICES GROUP
14 KIORA RD
YENNORA NSW 2161
TEL: (02) 9721 2028
FAX: (02) 9721 1963
Email: info@enviroblasting.com.au

SCHEDULE 10

NOMINATED REPRESENTATIVES

SYDNEY WATER: MANAGER MAJOR CUSTOMERS
PO Box 399
PARRAMATTA 2150
TEL: 1300 985 227
A.H: (02) 8849 5029

CUSTOMER: EDWARD HAWACH
DIRECTOR
ENVIRO WASTE SERVICES GROUP
14 KIORA RD
YENNORA NSW 2161
TEL: 0420 511 727
FAX: (02) 9687 8389

Consent to Discharge Industrial Trade Wastewater

APPENDIX 1 (Example)

SAMPLE ANALYSIS REPORT (COMPOSITE) DISCHARGE METER

Consent 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 meter reading: _____ kL
sample intervals min/kL: _____	Final Meter reading: _____ kL
mL per grab: _____	Volume discharged: _____ kL

Laboratory:		
Substance	Acceptance Standard (mg/L)	Measured Concentration(mg/L)
AMMONIA (AS N)	100	
BIOCHEMICAL OXYGEN DEMAND		
SUSPENDED SOLIDS	600	
GREASE	110	
SULPHATE	2000	
COPPER	5	
IRON	50	
SULPHIDE	5	
ZINC	5	

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:
matthew.truman@sydneywater.com.au

Consent to Discharge Industrial Trade Wastewater

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	
Start Date: __/__/__	Start time: __:__ am/pm
Finish Date: __/__/__	Finish Time: __:__ am/pm

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	

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:
matthew.truman@sydneywater.com.au

GENERAL CONDITIONS

Recitals:

- A. Under its Operating Licence, Sydney Water provides sewerage services and treats and disposes of trade wastewater. The objectives of Sydney Water include operating as an efficient business, maximising the net worth of the State's investment and exhibiting a sense of social responsibility by having regard to the interests of the community. Sydney Water has special objectives of reducing risks to human health and preventing degradation of the environment.
- B. Sydney Water is granted licences by the Environment Protection Authority, which are subject to conditions to discharge pollutants. A change to a licence condition may require that variations be made to a consent granted by Sydney Water.
- C. In the conduct of its business operations, Sydney Water must comply with its obligations, duties and responsibilities under the Act and its Operating Licence and 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 to the customer for purposes of discharge of trade wastewater from the premises to the sewer.

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. Definitions and interpretation

- 1.1 In this consent, unless the contrary intention appears;

Acceptance standards means Sydney Water's published concentration limits for certain substances in trade wastewater.

Act means the Sydney Water Act 1994.

Business Customer Representative means an officer of Sydney Water who is authorised to enter land or buildings for purposes of carrying out his or her duties in relation to Sydney Water's trade wastewater service.

Consent means this consent together with its attached schedules and appendices. Any definitions or standards referred to in this consent but not contained in it are deemed to form a part of this consent with necessary changes being made to accommodate their inclusion.

Authorised officer means:

- with respect to Sydney Water, the person from time to time holding the position pertained in schedule 9 or such other person or position as may be nominated by Sydney Water from time to time;
- with respect to the customer, the person identified, and includes the details specified, in schedule 9 or as may be notified to Sydney Water by the customer from time to time.

Breach means any contravention of or non-compliance with a term, condition or provision of this consent or the Act.

Chargeable trade waste mass means the mass of a pollutant subject to quality or critical substance charges.

Composite sample means a sample of trade wastewater obtained by combining equal volumes at either equal time or flow intervals.

Critical mass charge means the charge applied to some critical and over capacity substances as calculated in accordance with the provisions set out in schedule 3.

Critical substance means a substance determined to be critical and notified from time to time by Sydney Water.

Customer means the party or parties (except Sydney Water) who executes or execute this consent.

Daily mass means the mass of a substance discharged during a 24-hour period.

Default notice means a notice issued in accordance with clause 8.1.

Domestic concentration means the concentration of a pollutant deemed by Sydney Water to be equivalent to that found in domestic wastewater.

Domestic wastewater means water which has in it human faecal matter, urine or refuse of any type produced in, and which is permitted to be discharged to a Sydney Water sewer from, any premises used exclusively for residential purposes.

Environment Protection Authority means the statutory authority established under section 15 of the Protection of the Environment Administration Act 1991.

Equivalent domestic mass means the mass of a substance that would be expected in the trade wastewater if it were at domestic concentration.

Flow weighted charge means the portion of a substance's charge for a billing period that is attributed to any sample collected in accordance with schedule 2 or, if such sample is required but is not collected, then fixed by Sydney Water in accordance with schedule 2.

Flow weighting factor means a factor used to determine charges as described in schedule 3.

Long term average daily mass means, for each pollutant, the figure listed in schedule 1 and used to determine critical mass charges as described in schedule 3.

Lower explosive limit means the minimum concentration of flammable and/or explosive substances that would result in a fire or explosion.

Mass discharged means the mass of a pollutant discharged on a sample day and is measured by

GENERAL CONDITIONS

multiplying the composite sample concentration by the trade wastewater discharge for that sample day.

Maximum daily mass means the greatest mass of a substance permitted for discharge within a 24-hour period.

Over capacity means the status of a substance as determined in accordance with Sydney Water's Trade Waste Policy, 2007.

Over capacity substance means a substance determined to be over capacity and notified from time to time by Sydney Water.

Premises means the land, plant and buildings described and specified in paragraph 1 of schedule 7, on or in which the customer carries on industrial or other commercial activities specified in paragraph 2 of schedule 7.

Quality charge means a pollutant charge applied to trade waste discharges based on the mass of each pollutant discharged to sewer.

Regulator means any statutory authority, which may grant permission, authority or licence to Sydney Water to operate the sewer or treat or dispose of sewage treatment by-products.

Residual products means biosolids, re-use water or such other product intended for re-use as may be developed by Sydney Water from time to time.

Risk index means a ranking applied to the consent by Sydney Water to describe the relative risk of accepting the trade wastewater. Determination of the risk index will be based on the methodology determined from time to time by Sydney Water, or as may be necessary in the opinion of Sydney Water to take into account particular circumstances. The risk index is used to determine, among other things, the amount of self-monitoring required, the number of inspections to be performed by Sydney Water, the annual consent fee and the term of the consent.

Sewer means the sewerage service of Sydney Water, including the sewage treatment plant, discharge to which is facilitated by a discharge point situated on the premises and specified in item 3 of schedule 7.

Significant breach means any breach of a nature outlined at clause 15.2. Such breaches may result in immediate suspension or termination of the consent.

Standard mass charging rate means the charge per kilogram for substances as defined in schedule 3.

Sydney Water means Sydney Water Corporation.

Responsibilities of connected customers policy means Sydney Water's policy detailing the conditions under which Sydney Water will agree to accept trade wastewater to sewer.

Trade wastewater means any liquid and any substance in it that is produced in an industrial or commercial activity at the premises and discharged into the sewer, but does not include domestic wastewater.

Trade waste residue means any substance separated and retained, from trade wastewater being discharged into the sewer.

1.2 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
 - (i) in the singular form includes a reference to the word or expression in the plural form; and
 - (ii) in the plural form includes a reference to the word or expression in the singular form.
- (c) A reference to a party or a natural 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 assist understanding of its terms and conditions but 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; and
- (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 the preparation of 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;

- (i) Section 115 of the Protection of the Environment Operations Act 1997; and
- (ii) Section 49 of the Act; and

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 in accordance with this consent, continue for the period specified in item 5 of schedule 7.

GENERAL CONDITIONS

4. Discharge of trade wastewater into sewer

- 4.1 The customer may discharge trade wastewater from the premises into the sewer in accordance with the provisions of schedule 1 and schedule 4.
- 4.2 The customer must not discharge trade wastewater from the premises into the sewer contrary to the provisions of schedule 1 and schedule 4.
- 4.3 The customer indemnifies Sydney Water against all damages, losses, costs or expenses suffered or incurred by Sydney Water, caused by any unauthorised discharge from the premises in respect of:
- (a) injury (including death) or harm to any person; or
 - (b) damage to property vested in Sydney Water; or
 - (c) contamination of residual products; or
 - (d) material harm to any sewage treatment process
- provided that the said damages, losses, costs or expenses suffered or incurred by Sydney Water are caused by any unauthorised discharge of trade wastewater or other matter into the sewer by the customer which is in breach of this consent or by any other person from the customer's premises, except to the extent to which the damages, losses, costs or expenses (as the case may be) were caused by either the negligent or wilful act or omission of Sydney Water or a breach of this consent by Sydney Water.
- 4.4 The customer must take all precautions reasonably practicable to ensure that no person, other than a person acting for or on behalf of or with the consent of the customer, discharges any matter from the premises into the sewer.
- 4.5 For purposes of this consent, every discharge of matter from the premises into the sewer will be taken to have been a discharge by a person acting for or on behalf of, or with the consent of, the customer.

5. Charges

- 5.1 The customer must pay Sydney Water charges with respect to trade wastewater discharged to the sewer, the administration of this consent and, when applicable, the processing of grease trap waste determined in accordance with, and within the time and in the manner specified in schedule 3.
- 5.2 Sydney Water may vary the basis of charges or the charging rates in schedule 3;
- (a) as and when determined by the Independent Pricing and Regulatory Tribunal of New South Wales (IPART); or
 - (b) by written consent with the customer.

6. Inspections

- 6.1 A Business Customer Representative may enter the premises at any time;
- (a) for purposes of inspecting whether the activities of the customer are being conducted in accordance with this consent; or

- (b) for the purposes described in Section 38 of the Act or exercising any right or function conferred on Sydney Water under this consent.

This clause does not limit Sydney Water's statutory powers of entry.

- 6.2 When exercising rights under clause 6.1;

- (a) a Business Customer Representative must not cause any delay or inconvenience to the efficient conduct of business activities by the customer which could be reasonably avoided; and
- (b) except for any relevant safety precautions, a Business Customer Representative must not be impeded or delayed by any person on the premises.

- 6.3 If, in the opinion of Sydney Water, it is necessary for a Business Customer Representative to exercise rights under clause 6.1, the customer will make payment in accordance with the provisions of schedule 3.

7. Inquiries

- 7.1 Sydney Water 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, the customer and Sydney Water may agree about what action, if any (except any action pursuant 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 the opinion of Sydney Water, the customer commits, causes or allows a breach to occur, Sydney Water may issue to the customer a default notice.
- 8.2 A default notice must;
- (a) provide any relevant particular of the breach alleged by Sydney Water, including any particular known to Sydney Water that may assist the customer to ascertain the alleged breach; and
 - (b) specify that the customer must provide a response in writing to Sydney Water within seven days of receipt of the notice.
- 8.3 A default notice is not invalid merely because it does not provide a particular that may assist the customer to ascertain the alleged breach.
- 8.4 Any supply to the customer by Sydney Water of particulars under clause 8.7(a) is taken, for purposes of clause 8.5, to be a default notice under clause 8.1.

GENERAL CONDITIONS

- 8.5 The customer must supply to Sydney Water a written response to a default notice within seven days of receipt of the default notice which must;
- (a) request further particulars of the alleged breach; or
 - (b) describe or explain the circumstances causing;
 - (i) the event which appeared to Sydney Water to be a breach; or
 - (ii) the breach to occur; and
 - (c) describe any action taken with respect to the alleged breach; and
 - (d) provide a plan of action to be taken by the customer to avoid the occurrence of any incident similar to the alleged breach; or
 - (e) explain the reasons of the customer for disputing the alleged breach.

8.6 The customer may make one request only for particulars under clause 8.5(a) with respect to a default notice.

- 8.7 When the customer responds in writing to Sydney Water in accordance with clause 8.5, Sydney Water must within seven days of receipt of that response either;
- (a) with respect to clause 8.5(a), provide in writing to the customer any further particulars that it may be able to provide in which case the customer 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 it accepts, rejects or disagrees with the response under 8.5(b) and provide details of any action it proposes to take (including any special requirements it may impose) to deal with the breach.

8.8 The issue by Sydney Water of a default notice is without prejudice to any right or power Sydney Water may have pursuant to this consent or conferred on it by statute or statutory rule.

9. Improvement program

- 9.1 The customer must, at its own expense, establish and carry out the improvement program specified in, and in accordance with the provisions of, schedule 4.
- 9.2 If, prior to any failure to comply, the customer notifies Sydney Water that it may not be able to comply with any obligation under clause 9.1, Sydney Water will consider any reasonable proposal of the customer to vary a term or condition of the improvement program.

10. Diligence program

- 10.1 Within six months of the making of this consent, the customer must give a notice to Sydney Water specifying a current diligence program.
- 10.2 For purposes of clause 10.1, a diligence program includes a plan, whereby the customer demonstrates that the management of the customer is exercising reasonable care in planning and taking 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 Sydney Water may suspend the consent granted in clause 4.1 if;
- (a) the customer does not comply with clause 8.5, 9.1, 12.1, 12.2 or notice of the suspension is given to the customer; or
 - (b) Sydney Water is for any reason specified in clause 11.2 unable to accept for treatment trade wastewater that may be discharged by the customer.
- 11.2 Sydney Water may, by a notice given to the customer, suspend the consent granted in clause 4.1 if, in the reasonable opinion of Sydney Water;
- (a) an emergency prevents the sewer from accepting any or certain specified categories of trade wastewater that may be discharged by the customer; or
 - (b) an event has occurred, which could have an adverse effect on any employee or agent of or contractor to Sydney Water or the sewer, including any biological process.

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 sewer, 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 the opinion of Sydney Water the circumstances dictate.
- 11.4 The customer must comply with any notice under clause 11.1 or 11.2 subject only to any delay that may be required to safeguard the health or life of any person.
- 11.5 Any suspension under clause 11.1 or 11.2 must not be for a period longer than, in the opinion of Sydney Water, the circumstances dictate.
- 11.6 If the customer does not cease discharging trade wastewater in accordance with a notice given under clause 11.1 or 11.2 and Sydney Water is of the opinion that the customer is 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 in accordance with clause 11.6 does not give rise to any remedy to the customer against Sydney Water for, or in respect of, the suspension or action.
- 11.8 Any costs incurred by Sydney Water with regard to taking action under clause 11.6 is a debt payable to

GENERAL CONDITIONS

Sydney Water by the customer on demand made by Sydney Water.

- 11.9 Sydney Water may suspend the consent granted in clause 4.1 if; the discharge of trade wastewater by the customer in accordance with the consent granted under clause 4.1, by itself or in conjunction with the discharges of other persons is likely, in the opinion of Sydney Water, to cause Sydney Water to contravene any legislation, permission, authority or licence granted by a regulator, or any other regulatory authority.
- 11.10 Any suspension under clause 11.9 must be terminated as soon as Sydney Water is reasonably satisfied that the conditions giving rise to the suspension no longer exist.
- 11.11 If the customer and Sydney Water cannot agree in accordance with 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 the customer and Sydney Water fail to agree in accordance with clause 11.10, the consent granted in clause 4.1 may be terminated by Sydney Water.
- 11.13 Without limitation of the effect of any other clause in this consent, Sydney Water may terminate or suspend the customer's permission to discharge trade wastewater immediately by written notice to the customer, if in the opinion of Sydney Water the customer's discharge of trade wastewater is in breach of this consent and is likely to cause;
- (a) Sydney Water's contravention of the condition of any licence issued to it by the EPA; or
 - (b) the failure to meet a product specification of any of Sydney Water's residual products.
 - (c) Sydney Water to breach or fail to comply with any legislation.
- 11.14 A suspension under clause 11.9 or 11.13 in accordance with the terms of this consent or a termination under clause 11.12 or 11.13 in accordance with the terms of this consent does not give rise to any remedy to the customer against Sydney Water for or in respect of the suspension or termination.
- 11.15 Without limitation of the effect on any other clause in this consent, Sydney Water may terminate or suspend the customer's consent to discharge trade wastewater immediately by written notice served on the customer in accordance with Section 100 of the Act, on the occurrence of any one of the following events;
- (a) The customer fails to pay to Sydney Water any amount due and payable under this consent within twenty-one days of the due date for payment and such payment is not made within fourteen days of a written request from Sydney Water to do so.

- (b) The customer is in breach of the consent and is unable or unwilling to remedy the breach of consent as required by Sydney Water.

The customer acknowledges and agrees that if, following the termination of the consent, it continues to discharge trade wastewater into the sewer, a Business Customer Representative may enter the customer's premises and take all reasonable necessary steps to stop the customer's continued discharge of trade wastewater to the sewer. The right of entry conferred by this clause is in addition to, and not in substitution for, any power of entry conferred on Sydney Water by the Act.

12. Supply of information

- 12.1 Any information supplied by the customer to Sydney Water 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 the customer for purposes of enabling Sydney Water to;
- (a) determine whether to grant the consent in clause 4.1; and
 - (b) determine whether there has been any breach of this consent.
- 12.2 The customer must not, in or in connection with a document supplied to Sydney Water for purposes of making this consent or for any purpose of this consent, furnish information, which is false or misleading in a material particular with regard to the trade wastewater to be discharged to the sewer.
- 12.3 Sydney Water must not disclose any confidential information obtained in connection with the administration or execution of this consent, unless that disclosure is made;
- (a) with the consent in writing of the customer
 - (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 The customer must comply with the provisions of schedule 2.

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

- 14.1 The customer must, at its own cost, provide, operate and maintain in an effective and efficient working order, the apparatus, plant and equipment described in schedule 5 for purposes of regulating, treating, determining and measuring the quality, quantity and

GENERAL CONDITIONS

rate of discharge of trade wastewater under clause 4.1.

- 14.2 Sydney Water 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 the opinion of Sydney Water, are necessary for the customer to regulate, treat, determine or measure trade wastewater for purposes of discharge under clause 4.1.
 - 14.3 The customer must, at its own costs, maintain records in such manner as may be required by Sydney Water, of all measurements, sampling and results obtained in the course of treatment and discharge of trade wastewater under clause 4.1.
 - 14.4 The customer must submit to Sydney Water documents containing records of results specified in schedule 2.
 - 14.5 The customer 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 disposal of trade waste residue from such apparatus, plant and equipment.
 - 14.6 The customer acknowledges that Sydney Water does not approve or warrant that any apparatus, plant or equipment used by the customer is sufficient for purposes of processing or treating 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, the customer shall give Sydney Water not less than 14 days written notice of its intention. Any variation, substitution or addition shall only be conducted after receipt of written approval to same and subject to any conditions (including any requirement to vary the terms of this consent) that Sydney Water may impose.
 - 15.2 Sydney Water may vary the terms of this consent where:
 - (a) Sydney Water alleges a single significant breach or three breaches of the same nature, to have occurred in a six month period; or
 - (b) in the opinion of Sydney Water, a substantial or material part of any plan of action under clause 8.5(d) may not be completed for a period exceeding 90 days; or
 - (c) the customer gives Sydney Water 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 employee, agent or

contractor to Sydney Water, the integrity of Sydney Water assets or the viability of any of Sydney Water's treatment processes or products; or

- (ii) failure to achieve effluent improvement program milestone; or
 - (iii) failure to install pre-treatment; or
 - (iv) by-pass pre-treatment and/or installation of equipment that facilitates by-pass of pre-treatment; or
 - (v) flow-meter turned off or bypassed.
- 15.3 A renewal of this consent may be initiated by the customer:
 - (a) not less than two months before the date of expiration of this consent, and
 - (b) not more than six months before the date of expiration of this consent.
 - 15.4 If this consent remains current immediately prior to the expiration of the term detailed in 3.2, or any subsequent terms renewed in accordance with this clause, and:
 - (a) the customer has not given notice in accordance with clause 20.1 of this consent and;
 - (b) Sydney Water has not given to the customer at least 30 days' notice prior to the expiration of this consent, of its intention to permit the consent to expire in accordance with clause 3.2

Then this consent shall be deemed to be renewed immediately following its expiration, for a further period of six months.

- 15.5 Any amended schedules that Sydney Water prepares in response to a variation or renewal will be taken to be incorporated into this consent;
 - (a) on execution by the customer; or
 - (b) after 14 days of receipt by the customer of 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

The customer must not dispose of any trade waste residue, except in accordance with the requirements of the EPA.

17. Disposal of grease trap wastes

The customer must not dispose of grease trap wastes other than in accordance with Sydney Water's 'Wastesafe' Management System.

18. This consent comprises all applicable terms and conditions

- 18.1 The provisions of this consent comprise all of the applicable terms and conditions between the parties.
- 18.2 It is declared by the parties 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 prior to the

GENERAL CONDITIONS

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 in accordance with the provisions of this consent or by a further consent in writing.

19. No transfer or assignment

The customer 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 the prior consent in writing of Sydney Water.

20. Termination of consent by customer

- 20.1 Termination of this consent may be effected by the customer upon the giving of at least 30 days' notice in writing to Sydney Water. The notice must state the date on which this consent terminates.
- 20.2 The customer is bound by the provisions of this consent with regard to any discharge of trade wastewater into the sewer from the premises, including the payment of charges under clause 5.1, from the commencement 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 purposes of clause 21.1, a notice or communication may;
- (a) be left at the address of the addressee; or
 - (b) be sent by prepaid ordinary post to the address of the addressee; or
 - (c) sent by facsimile transmission to the facsimile number of the addressee
 - (d) sent by email to the email address of the addressee as specified in schedule 8 or such other address as may be notified by the addressee to the other party.
- 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, it will be taken to have been received on the third day after posting; or
 - (b) a facsimile, it will be taken to have been received on receipt by the sender, of the written or oral advice of the addressee that the whole of the facsimile transmission has been received by the addressee in a form that is legible.

22. Miscellaneous

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 as to the consent in good faith.

23. Entire consent

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

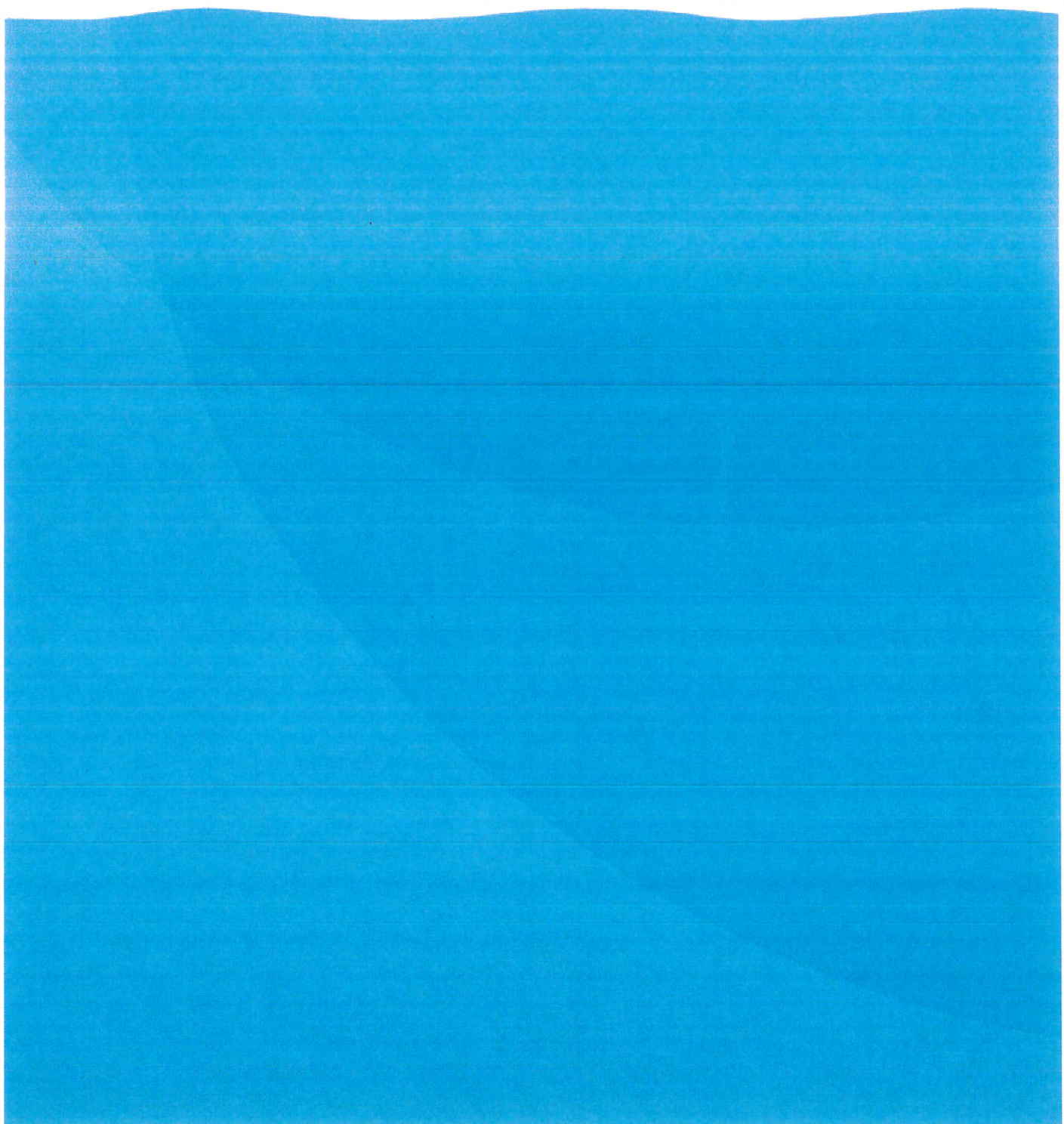
To find out more visit
sydneywater.com.au
or call 13 20 92

Postal address

Sydney Water
PO Box 399
Parramatta NSW 2124

Sydney Water

ABN 49 776 225 038
BCS034



Attachment 3: Biodiversity Development Assessment Report Waiver (Ecological Consultants
Australia Pty Ltd)

Biodiversity Development Assessment Report Wavier

Liquid waste treatment facility at 14-16 Kiora Crescent Yennora

By Ecological Consultants Australia Pty Ltd TA

Kingfisher Urban Ecology and Wetlands

November 2019





About this document

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Statement of Authorship

This study and report was undertaken by Ecological Consultants Australia at Studio 1/33 Avalon Parade, Avalon. The author of the report is Geraldene Dalby-Ball with qualifications BSc. majoring in Ecology and Botany with over 20 years' experience in this field.

Limitations Statement

Information presented in this report is based on an objective study undertaken in response to the brief provided by the client. Any opinions expressed in this report are the professional, objective opinions of the authors and are not intended to advocate any particular proposal or pre-determined position.

Document Control Sheet	
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Authors:	Geraldene Dalby-Ball and Jack Hastings
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Distribution:	Emma Hansma Benbow Environmental EHansma@benbowenviro.com.au

Signed: Geraldene Dalby-Ball – Director of Ecological Consultants Australia

Executive Summary

This Biodiversity Development Assessment Report Wavier has been prepared for Benbow Environmental. It relates to the proposed modification of a Liquid waste treatment facility at 14-16 Kiora Crescent Yennora. The site is currently owned by the proponent (Enviro Waste Services Group Pty Ltd) and operates as a Liquid waste treatment facility.

Actions of the proposed development include an increase in processing capabilities of the liquid waste Facility onsite. There will be no major changes to the building design and form. Minimal construction works are required for the proposed development. The proposed modifications will not result in removal of existing vegetation or a change to landscaping of the site as the site is already developed. The site is not in close proximity to any critical habitats. Nor will development affect habitat suitability onsite. The flora and fauna impacts are considered negligible.

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1 Admin

Proponent Name	Enviro Waste Services Group Pty Ltd (Enviro Waste)
Project ID	N/A (Pre SSD application)
Name and qualification of author	<p>Geraldene Dalby-Ball Director at Kingfisher Urban Ecology and Wetlands</p> <p>CAREER SUMMARY</p> <ul style="list-style-type: none"> • Director and Ecologist, Ecological Consultants Australia. 2014-<i>present</i> • Director and Ecologist, Dragonfly Environmental. 1998-<i>present</i> • Manager Natural Resources and Education, Pittwater Council 2002-2010 • Wetland Ecologist Sainty and Associates 1995-2002 <p>QUALIFICATIONS AND MEMBERSHIPS</p> <ul style="list-style-type: none"> • Bachelor of Science with 1st Class Honors, Sydney University • WorkCover WHS General Induction of Construction Industry NSW White Card. • Senior First Aid Certificate. • Practicing member and vice president Ecological Consultants Association of NSW <p>With over 20 years wetland and urban ecology experience, a great passion for what she does, and extensive technical and on-ground knowledge make Geraldene a valuable contribution to any project.</p> <p>Geraldene has over 8 years local government experience as manager of environment and education for Pittwater Council. Geraldene presented papers on the topic at the NSW Coastal Conference, Sydney CMA and Hawkesbury Nepean forums. Geraldene is a Technical Advisor Sydney Olympic Park Wetland Education and Training (WET) panel.</p> <p>Geraldene has up to date knowledge of environmental policies and frequently provides input to such works. Geraldene was a key contributor to the recent set of Guidelines commissioned by South East Queensland Healthy Waterways Water Sensitive Urban Design Guidelines. Geraldene's role included significant contributions and review of the Guideline for Maintaining WSUD Assets and the Guideline for Rectifying WSUD Assets.</p>

Jack Hastings

ECOLOGIST

CAREER SUMMARY

- **Ecologist**, Kingfisher Urban Ecology and Wetlands. *2019-present*
- **Environmental Consultant**, BBN Consulting. *2018-2019*

QUALIFICATIONS AND MEMBERSHIPS

- Bachelor of Environmental Science, Southern Cross University
- Certificate II Agriculture
- WHS General Induction of Construction Industry NSW White Card

Jack is a passionate ecologist who has worked with various stakeholders across both the public and private sectors to deliver sustainable environmental outcomes. He has worked on projects with major construction contractors and has been able to deliver tailored environmental solutions on time and within budget.

Jack is experienced at conducting and delivering a range of ecological assessments including; BDAR, CEMP, PoM, VMP, Flora & Fauna, certification certificates and species monitoring. He has completed a range of significant projects, working as the project ecologist on local developments through to state significant infrastructure.

As a result, Jack has valuable on-ground experience to complement his wide-ranging knowledge regarding state and federal legislation.

As an undergraduate student, he published a study that examined the cost of revegetation across the Richmond River Catchment in NSW. This study provided Jack with a deep understanding of urban and landscape ecology and the environmental factors associated with habitat restoration.

2 Site Details

Street address - 14-16 Kiora Crescent, Yennora NSW 2161.

Lot/ DP

- Lot 49 / DP18211 (14 Kiora Crescent)
- Lot 50 / DP18211 (16 Kiora Crescent)

Local Government area - Cumberland local government area

2.1 Description of existing development site

The site is currently owned by the proponent, Enviro Waste, and is already operating as a liquid waste treatment facility. The facility consists of a tank farm, filtration equipment, processing tanks, bunded areas, sump collection pits, odour control devices, unloading and loading areas, office and amenities.

2.2 Site map and landscape

The site is located approximately 6.9km south-west of Parramatta CBD (figure 1.0)

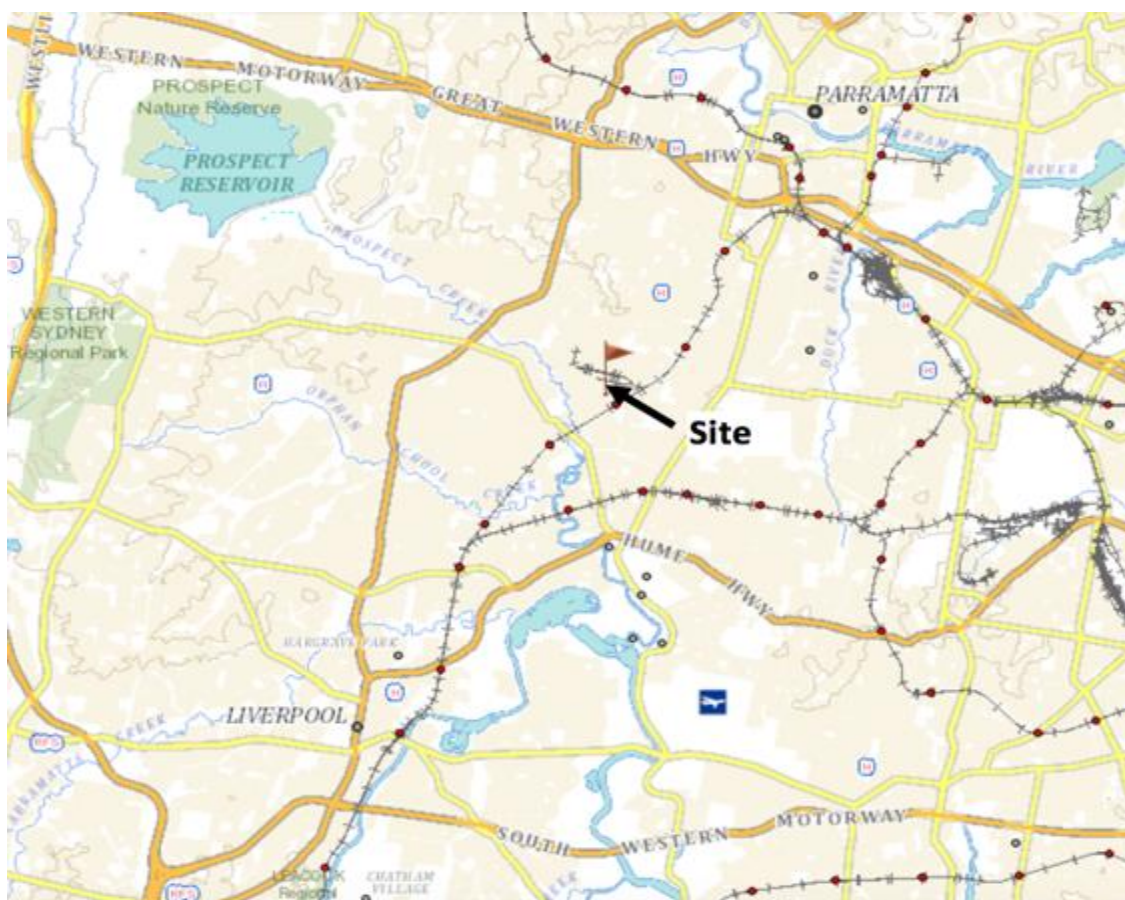


Figure 1.0. Location of the site, landscape perspective.

Source: NSW Six maps



The site is located approximately 1.4km north-east of Fairfield CBD (figure 1.1)



Figure 1.1. Location of the site, local perspective.

Source: NSW Six maps



The site does not impact any PCT or ecological community. The following figures 1.2 and 1.3 display the site and surrounding PCTs identified by NSW SEED mapping.



Figure 1.2. A landscape perspective of vegetation cover and mapped PCTs. Site does not impact any PCT.

Source: NSW Six maps





Figure 1.3. A local perspective of the site, landscaped vegetation in the immediate surrounding area.

Source: NSW Six maps



3 Proposed Development

3.1 Project Description

The proposed development involves increasing processing capabilities of the liquid waste recycling facility located at 14-16 Kiora Crescent, Yennora. The proposed development seeks approval to increase the processing quantities from 900 tonnes per annum to 100,000 tonnes per annum, and increase the maximum quantity to be stored at any one time from 110 tonnes to 200 tonnes. There will be no major changes to the building design and form. Minimal construction works are required for the proposed development. All construction activities will take place within the existing building footprint.

3.1.1 Proposed site use

The facility would receive an increased quantity of liquid wastes that it is already licenced to receive including:

- Residues from industrial waste treatment/disposal operations – landfill leachates (N205);
- Liquid waste material in glass, plastic or aluminium containers;
- Surface active agents (surfactants) containing principally organic constituents and which may contain metals and inorganic materials (M250);
- Waste oil/hydrocarbons mixtures/emulsions in water (J120);
- Sewage sludge & residues (K130); and
- Grease trap waste (K110).

The operation of the facility involves the following activities to be undertaken on site:

- Unloading and loading of liquid waste from tanker trucks;
- Filtration of solid debris;
- Separation of solids;
- Separation of oils and sludge; and
- Separation of oil and water;

The increased processes quantities would utilise the existing equipment onsite.

3.1.2 Proposed activities onsite

The purpose of the facility is to receive waste liquids and process the liquid so suitably cleaned water is removed for discharge to tradewaste and remaining sludges are sent on by a licenced waste contractor to be further processed, predominantly as grease trap waste.

The processes involved in the site operations are as follows:

- Waste liquids are collected from sites throughout the Sydney Metropolitan Area. Most of the liquids are collected from special purpose tanks which separate the solid residues from the liquids, minimising the solids collected. The waste liquids are collected via vacuum tankers. Some of the liquids are delivered or picked up by a small truck in IBCs (1000 L containers)
- The liquids are delivered to the recycling facility. The unloading area is located inside the factory building. The waste liquids are pumped from the tankers using pumps within the facility (not the tanker pump) through filters to remove any residue fine solids and then into one of the storage tanks.
- The waste liquid is pumped from the storage tanks, into the tank adjacent to the DAF (tank 1) and then into the DAF (Dissolved air flotation) which separates the solid and oil from the water.
- Waste water from the DAF is discharged to the Sydney Water sewer under a Trade Wastewater Agreement.
- Oil and sludge is transferred from the DAF to small storage tanks.
- This oil and sludge waste is removed from site by a licenced waste contractor to be processed as grease trap waste.

3.2 Floor Plan

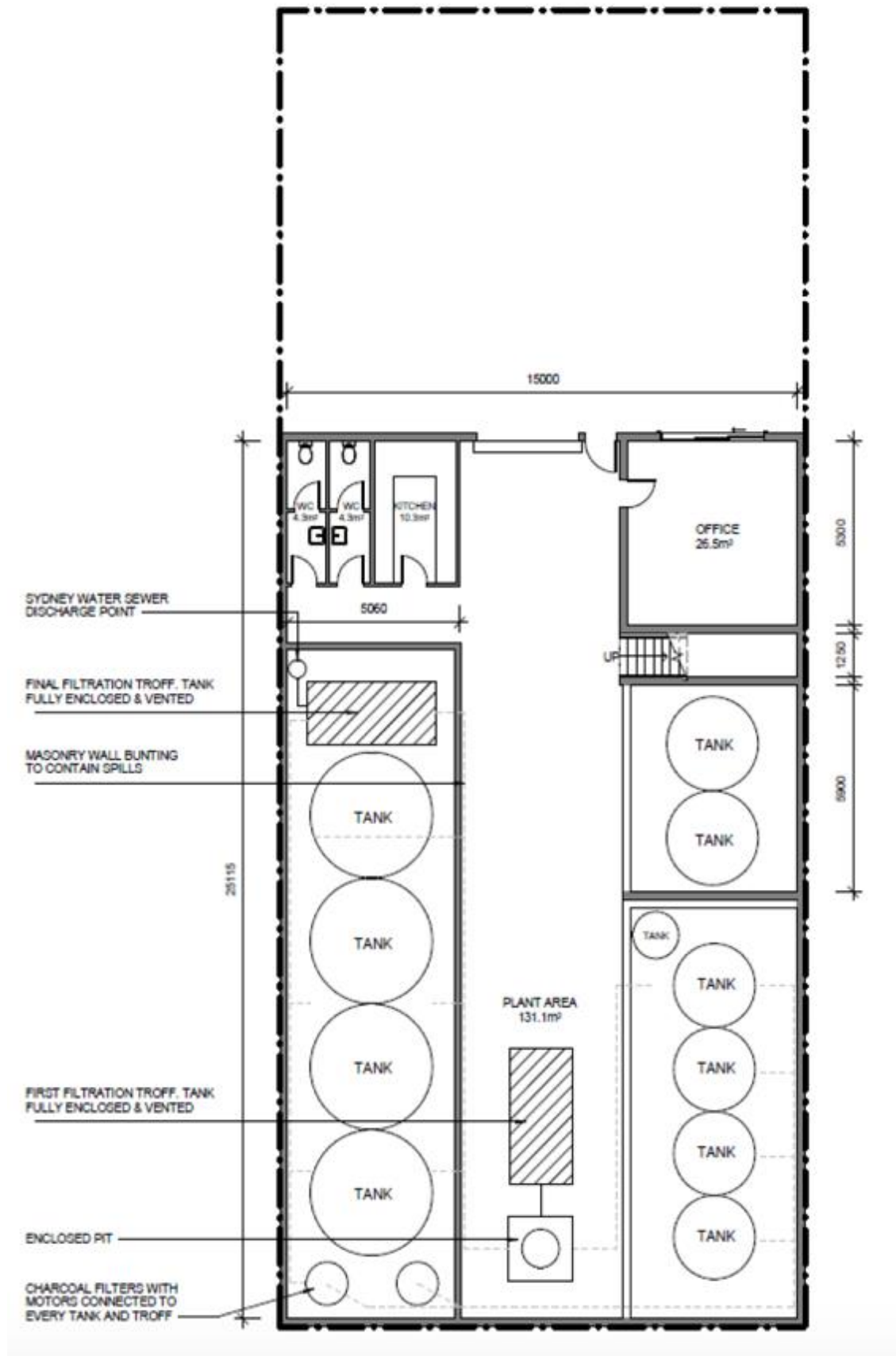


Figure 2.0. Floor Plan for the proposed development at 14 Kiara Crescent, Yennora.

3.3 Swept Paths for heavy vehicles accessing the site

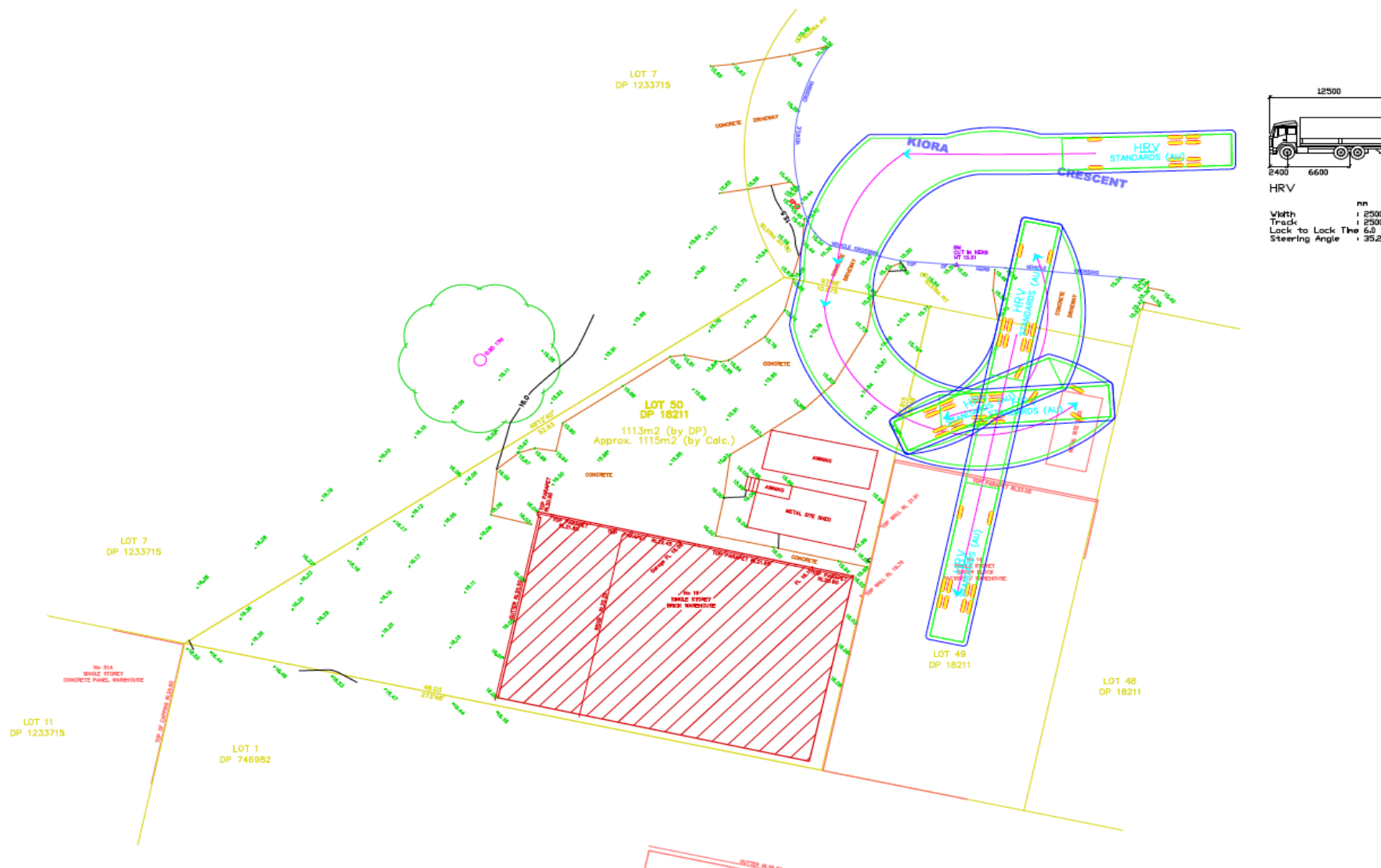


Figure 2.1. Swept paths for heavy vehicles accessing the site at 14- 16 Kiora Crescent, Yennora. NSW Surveys PTY LTD, 8/11/19.

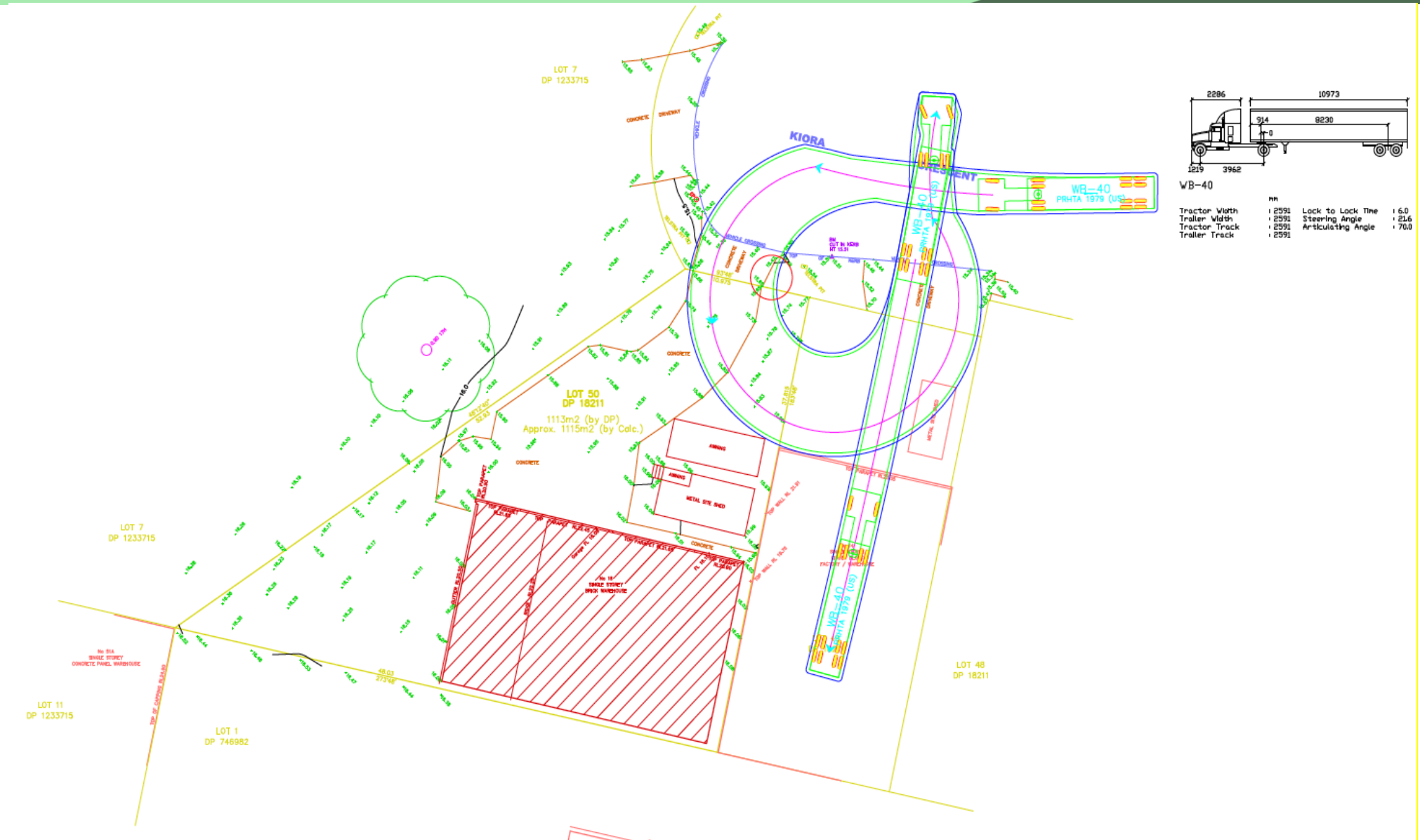


Figure 2.2. Swept paths for heavy vehicles accessing the site at 14- 16 Kiora Crescent, Yennora. Source : NSW Surveys PTY LTD, 8/11/19.

4 Impacts on biodiversity values

4.1 Vegetation abundance 1.4(b) BC Regulation

The proposed development will not result in removal of existing vegetation or a change to landscaping of the site as the site is already developed. The site is not in close proximity to any critical habitats. The flora and fauna impacts are considered negligible. The site is not assigned a PCT and is located >600m away from the closest identified PCT.

4.2 Vegetation integrity 1.5(2)(a) BC Act

Vegetation integrity onsite is poor as the site is already developed. Furthermore, no vegetation will be modified or removed as a result of this development. The site is currently contains no habitat features and development will not impact vegetation.

4.3 Habitat suitability 1.5(2)(b) BC Act

It is unlikely that threatened species would use the site as suitable habitat because of its current use and industrial setting. Additionally, there are no suitable habitat features for threatened flora or fauna onsite. Bionet species sighting accessed via the NSW SEED mapping portal has also confirmed that no threatened species or communities are present on site.

Assessment of habitat features as prescribed under clause 6.1(1)(a) of the BC Regulation

1. karst, caves, crevices, cliffs and other geological features of significance

No features present onsite.

2. rocks

No features present onsite.

3. human-made structures

There will be no major changes to the building design and form. Minimal construction works are required for the proposed development. It is expected not to be used by threatened species (i.e. microbats) as it is not critical habitat for the species.

4. non-native vegetation (prescribed under clause 6.1(1)(a) of the BC Regulation).

Non-native vegetation will not be modified during this development. All activities will be confined to the existing building footprint.

4.4 Threatened species abundance 1.4(a) BC Regulation

The development will not modify any vegetation or features outside of the existing building footprint. No critical habitat features for threatened flora or fauna will be modified. The existing building will not be demolished, only modified. Therefore, no human-made habitat features will be lost. No waterways will be modified by this development.

Vehicle Impacts

A traffic and parking assessment will be undertaken for the proposed development. It is expected that vehicle strikes on threatened species of animals or on animals that are part of a threatened ecological community would not increase. This conclusion has been drawn as there is a lack of significant habitat features in the immediate vicinity and absence of recordings of threatened species surrounding the site.

4.5 Threatened species movement 1.4(d) BC Regulation

Habitat connectivity

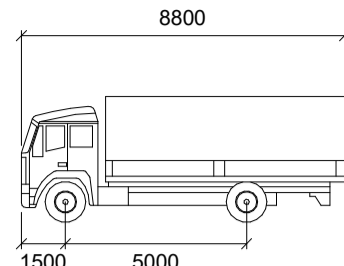
The proposed modifications will not result in removal of existing vegetation or a change to landscaping of the site as the site is already developed. There are no connectivity features currently onsite, thus the development will not impact landscape connectivity. The building is being modified and minimal construction activities are taking place.

4.6 Flight path integrity 1.4(e) BC Regulation

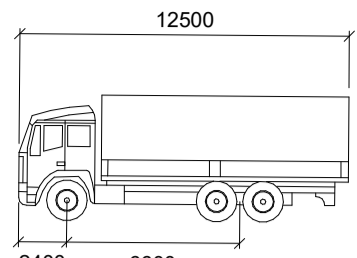
The development will not impact flight paths of protected fauna. The development will not exceed the height of the existing building and all construction activities will take place within the existing building footprint. There is a lack of habitat features in the immediate surrounds that protected fauna would access.

4.7 Water sustainability 1.4(f) BC Regulation

The development will not impact any waterbodies. There are no waterbodies or aquatic features onsite. Site runoff or other associated impacts arising from construction activities will be contained and managed onsite.

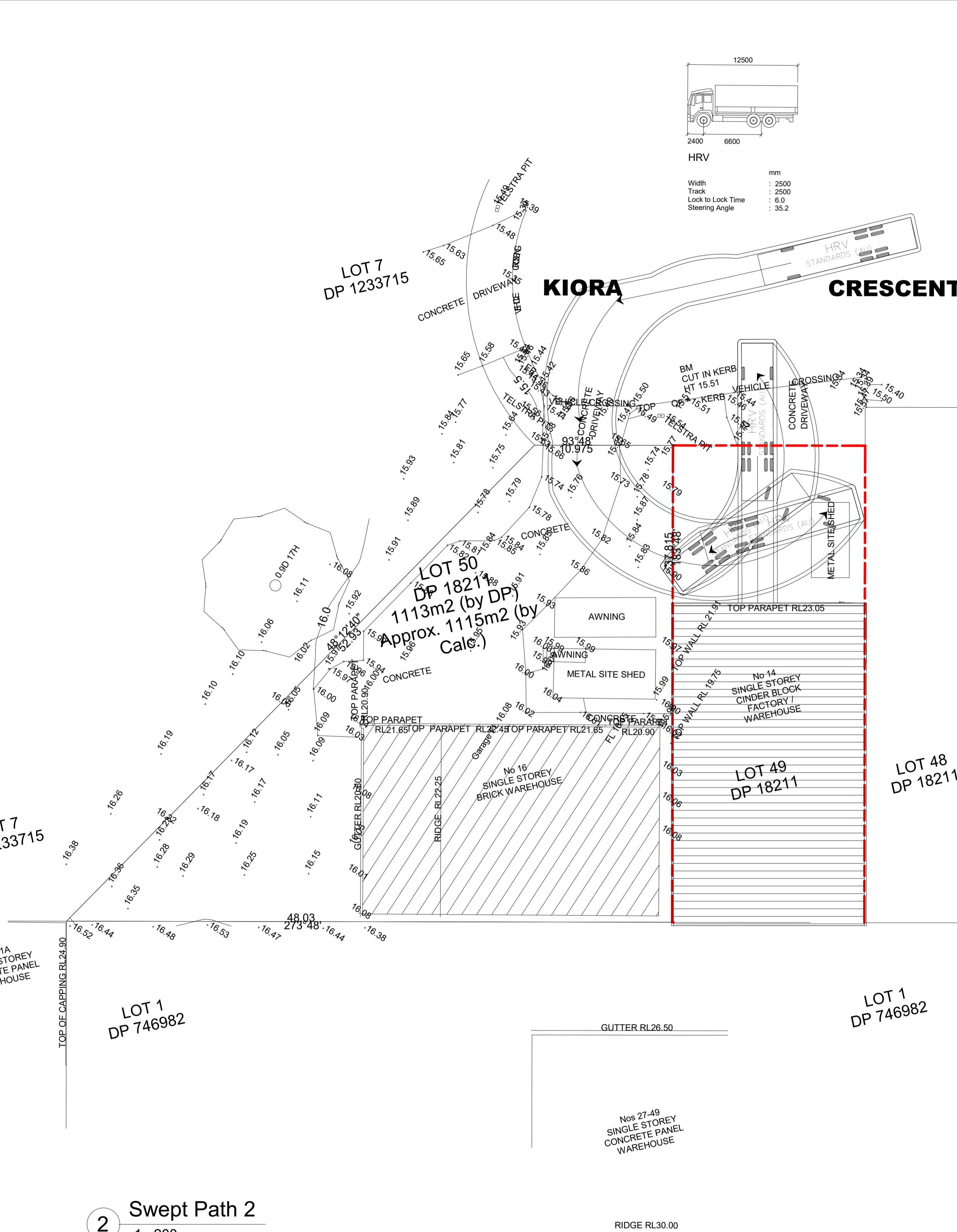
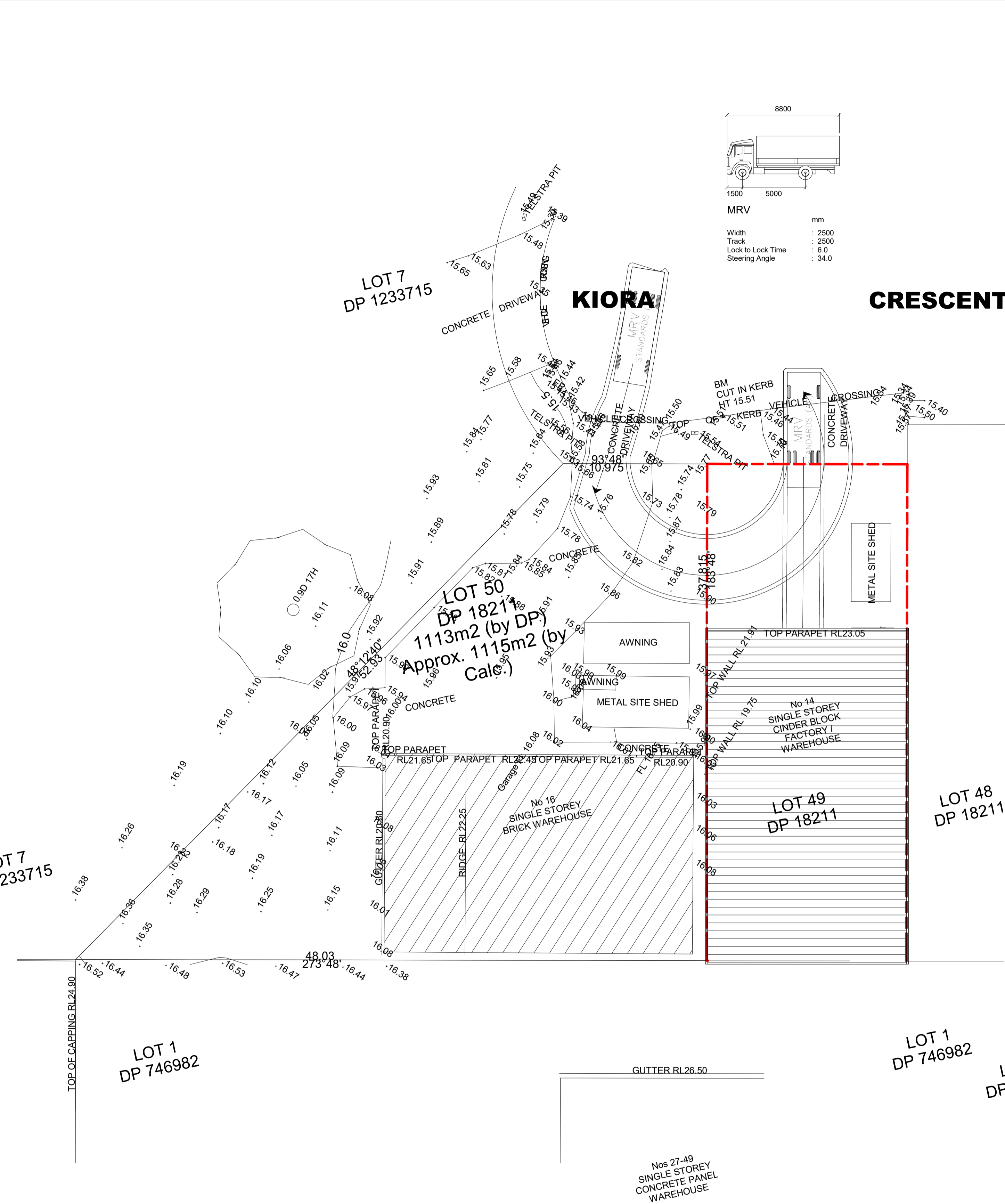


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Track : 2500
Lock to Lock Time : 6.0
Steering Angle : 34.0



HRV

Width : 2500
Track : 2500
Lock to Lock Time : 6.0
Steering Angle : 35.2



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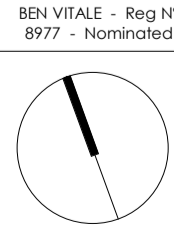
2 Swept Path 2
1 : 200

REV	DESCRIPTION	DATE	BY



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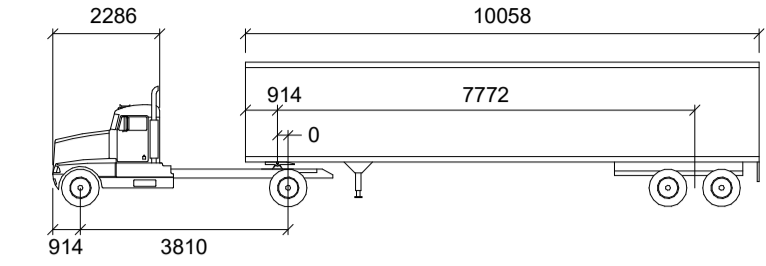
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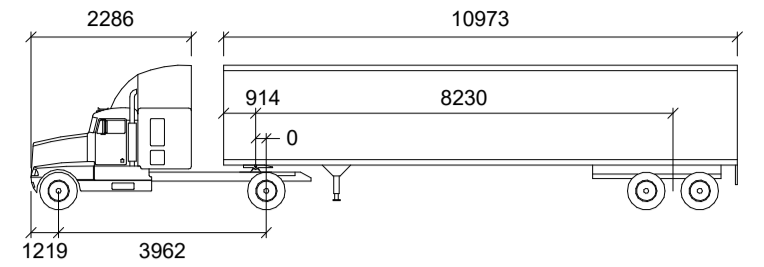
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DRAWING TITLE SWEEP PATHS			
PROJECT NUMBER 18117	DRAWING NUMBER 03	DATE 03/06/20	REVISION
SCALE @ A1 1 : 200	DRAWN BY GA	CHECKED BY CB	

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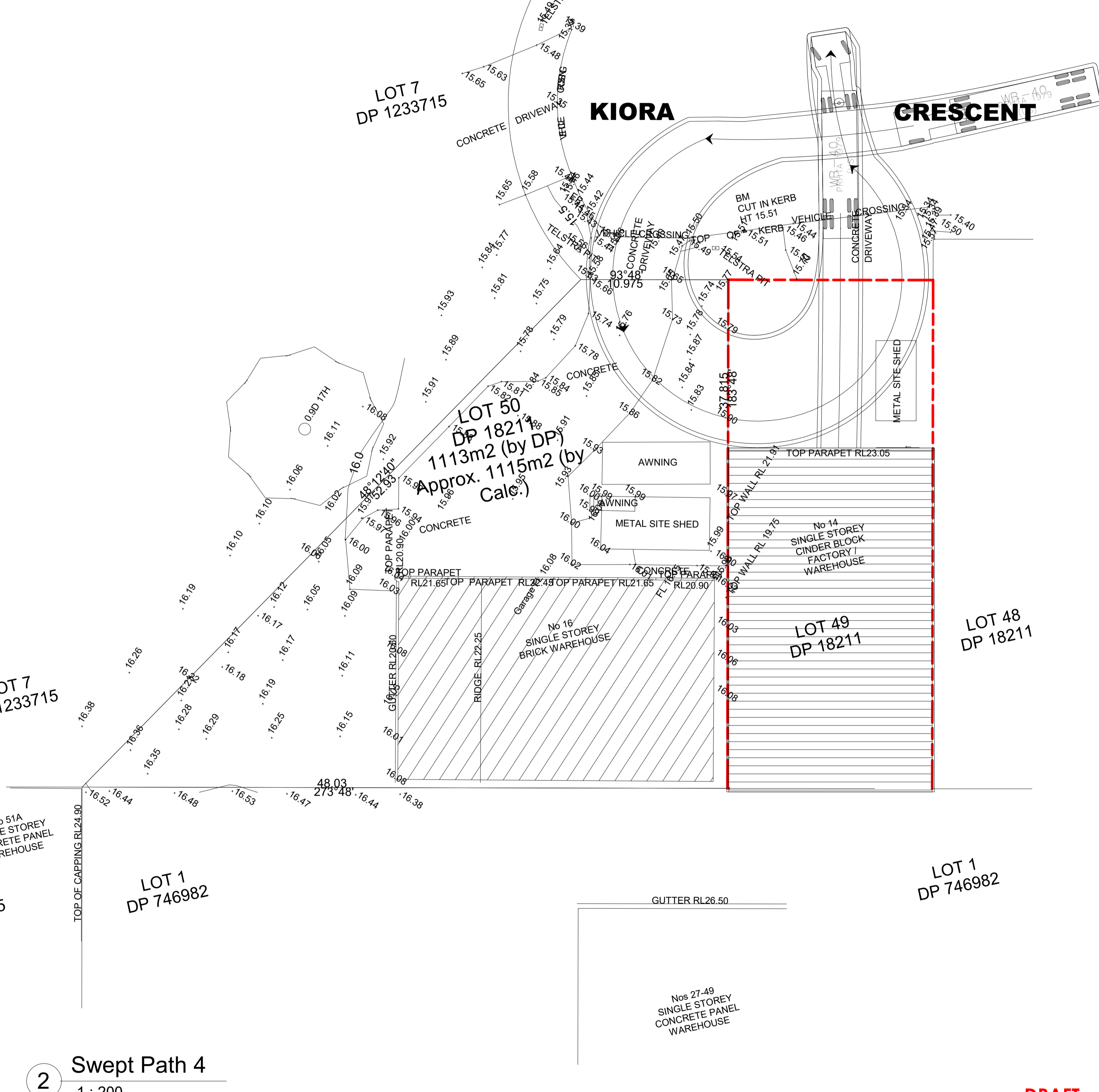
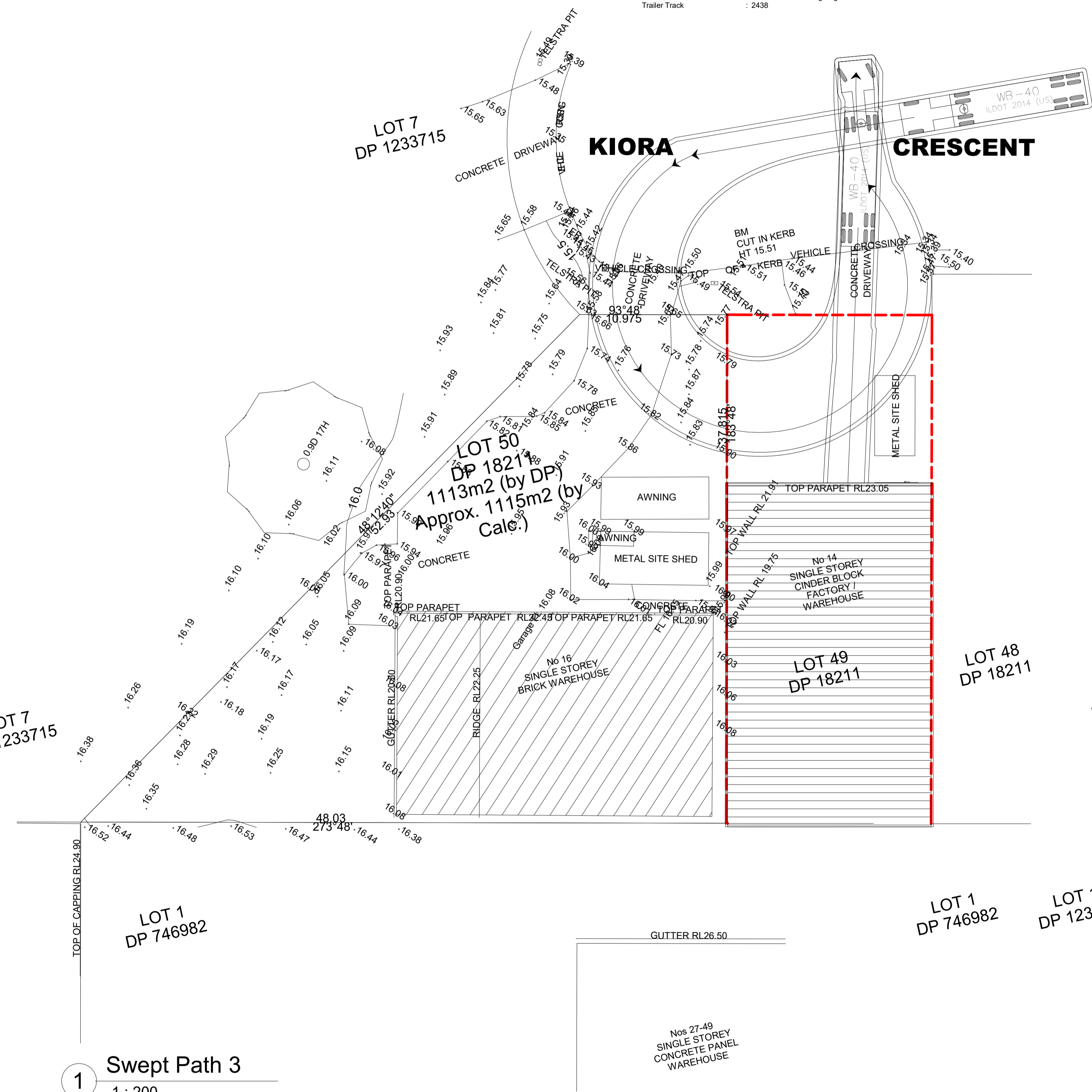
DRAFT



Tractor Width	: 2438	Lock to Lock Time	: 6.0
Trailer Width	: 2438	Steering Angle	: 20.3
Tractor Track	: 2438	Articulating Angle	: 70.0
Trailer Track	: 2438		



Tractor Width	: 2591	Lock to Lock Time	: 6.0
Trailer Width	: 2591	Steering Angle	: 21.6
Tractor Track	: 2591	Articulating Angle	: 70.0
Trailer Track	: 2591		



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1 : 200

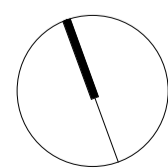
2 Swept Path 4
1 : 200

REV	DESCRIPTION	DATE	BY



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PROJECT TITLE
14 KIORA CRESCENT, YENNORA
DRAWING TITLE
SWEPT PATHS

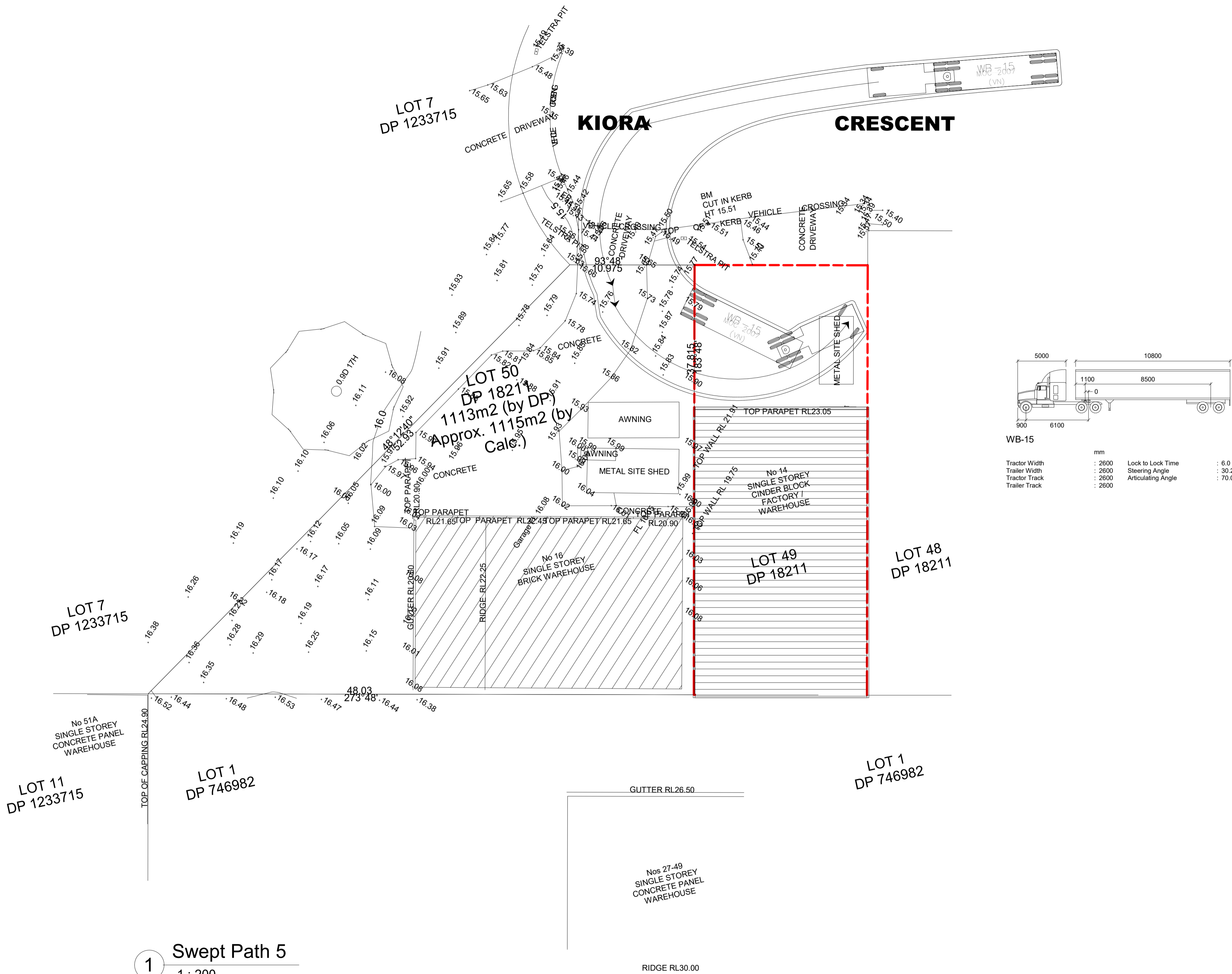
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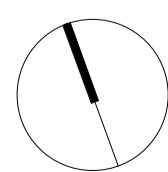
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1 Swept Path 5
1 : 200



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PROJECT TITLE
- **14 KIORA CRESCENT, YENNORA**
DRAWING TITLE
SWEPT PATHS

PROJECT NUMBER	DRAWING NUMBER	DATE	REVISION
18117	05	03/06/20	
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