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 **day:** 20 **month:** 03 **year:** 2019
Executed for and on behalf of
Sydney Water Corporation

By

.....
(Signature)

Caleb Furner
Manager Major Customers

In the presence of:

Witness

.....
(Signature)

MATTHEW TRUMAN
(Print name of witness)

Executed for and on behalf of
the Customer:

.....
(Signature)

By

EDWARD HAWKCH
(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.

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.

(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:
☐ 6 (composite, manual time based)
☐ 7 (composite, manual flow proportional)
☐ 8 (composite, automatic time based)
☐ 9 (composite, automatic flow proportional)

Start date: ___/___/___
Finish date: ___/___/___
Start time: ____:____ am/pm
Finish time: ____:____ am/pm

grabs taken in sample period: _____
sample intervals min/kL _____
mL per grab: _____

Initial meter reading: _____kL
Final Meter reading: _____kL
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 section15 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

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.

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

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

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

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
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