

Baiada Poultry Pty Limited
PO Box 21
PENDLE HILL NSW 2145

Dear Sir/Madam

**TRADE WASTE APPROVAL NO. LG2025-0842 FOR FACILITY ON LOT 100 DP 1097471,
GUNNEDAH ROAD WESTDALE NSW 2340**

**BUSINESS NAME: BAIADA POULTRY PTY LIMITED
 OAKBURN POULTRY PROCESSING PLANT**

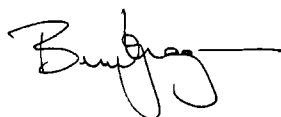
In reference to the Trade Waste Application submitted by Baiada Poultry Pty Ltd to transition its Tamworth processing plant from Out Street Tamworth to the new Oakburn facility, Council provides the enclosed Liquid Trade Waste Services Agreement and Conditions of Approval. This approval has the concurrence of the Department of Climate Change, Energy, the Environment & Water as required.

Note that this approval is for stage one of operations only, allowing the current Out Street production and trade waste discharge volumes to be transferred to the new site without exceedance during the commissioning period.

The Oakburn Rendering Plant shall continue to comply with its own Liquid Trade Waste Services Agreement until such time it is renewed or superseded by a combined agreement

Should you have any queries in relation to this matter, please contact Dan Coe, Manager Water Operations on the details provided below

Yours Sincerely



Bruce Logan
Director - Water and Waste

Contact: Dan Coe 0428 297 896

10 November 2025



" LIQUID TRADE WASTE SERVICES AGREEMENT "

BETWEEN

Tamworth Regional Council

AND

Baiada Poultry Pty Ltd

Stage One - Oakdown Poultry Processing Plant Tamworth 2025

Executed 6 / 11 / 2025 : Expiry 6 / 11 / 2027

LIQUID TRADE WASTE SERVICES AGREEMENT

Made this 15th day of July 2025

BETWEEN

1. Tamworth Regional Council and more fully described in the Annexure

AND

2. Baiada Poultry Pty Ltd and more fully described in the Annexure

RECITALS

- A. The Council is the owner and operator of a sewerage system within the Tamworth Regional Council area.
- B. The Applicant has made application to the Council to discharge liquid trade waste from the Premises into the Council's sewerage system.
- C. The application has been approved by the Council on certain conditions ("the Approval" which is annexed and marked "A"), including the condition that the Council and the Applicant enter into this Agreement.
- D. The Secretary of the NSW Department of Planning, Industry, and Environment has concurred in the Approval in accordance with clause 28 of the *Local Government (General) Regulation 2021*.
- E. The Approval does not operate until this Agreement has been executed by both parties.
- F. The parties enter this Agreement in consideration of the mutual promises contained herein.

OPERATIVE PART

1. Definitions and Interpretation

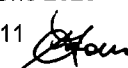
In this Agreement, unless the context otherwise requires:

"Act" means the *Local Government Act 1993* (NSW).

"Annexure" means the annexure to this Agreement.

"Annual Management Plan" means the annual management plan of the Council, as adopted by the Council from time to time.

"Applicant" means the entity named as such in the Annexure.



"Approval" means the approval described in Recital C, a copy of which is attached and marked "A".

"Council" means the council named as such in the Annexure.

"Liquid Trade Waste Services" mean the making available by the Council of its sewerage system for connection to the Premises, for the purpose of discharge by the Applicant of its liquid trade waste.

"Premises" means the premises described in the Annexure.

Unless the context otherwise requires:

- (a) A reference to this Agreement is a reference to this Agreement, including the Annexure, as amended from time to time in accordance with its terms.
- (b) A reference to the discharge of liquid trade waste means the discharge of liquid trade waste by the Applicant from the Premises to the Council's sewerage system.
- (c) A reference to any legislation is a reference to such legislation as amended from time to time.
- (d) Where the Applicant is comprised of more than one person, each obligation of the Applicant will bind those persons jointly and severally and will be enforceable against them jointly and severally.

2. Liquid Trade Waste Services

The Council will provide the Liquid Trade Waste Services to the Applicant on the terms of this Agreement.

3. Additional Conditions for discharge of liquid trade waste

- 3.1 The Applicant may discharge liquid trade waste to the Council's sewerage system in accordance with the terms of the Approval and subject to this Agreement.
- 3.2 The Applicant must comply with all applicable Acts, regulations, by laws, proclamations and orders and with any lawful direction or order given by or for the Council or any other competent authority relating to the discharge of liquid trade waste.
- 3.3 The Applicant must not discharge liquid trade waste contrary to this Agreement or the Approval or in any manner which may have an adverse effect on any person or property (including the sewerage system and the ecological system in the waters, land or area receiving sewage treatment works effluent or biosolids), or which may cause the Council to be in breach of any applicable Act, regulation, by law, proclamation or order or of any lawful direction given by or for any competent authority.

- 3.4 The Applicant must at its own cost monitor its discharges in accordance with the requirements set out in the Approval and must maintain records of all such monitoring for inspection by the Council for such period as may be specified in the Approval and/or specified by Council from time to time.
- 3.5 The Council will carry out routine sampling and testing of the waste stream at the Applicant's cost (see clause 5).
- 3.6 Where any flow-metering device is installed, the Applicant must at its own cost cause the device to be calibrated at least annually by a person or company approved by the Council. The Applicant must obtain a calibration certificate annually and provide a copy of the certificate to the Council within one month of receiving it and/or upon request by Council.
- 3.7 The Council shall be entitled to require the Applicant to cease discharging liquid trade waste for any period and in such circumstances, the Applicant must cease discharging such waste for the period specified.
- 3.8 Where the Applicant ceases to discharge waste in the circumstances prescribed in clause 3.7, the Council may, at its discretion, elect to refund part of the annual trade waste fee on a pro rata basis, calculated according to the period of suspension.
- 3.9 If this Agreement is terminated, the Applicant must immediately cease to discharge liquid trade waste.
- 3.10 The Applicant must provide at its own cost, the plant and equipment required to comply with the Approval and must maintain such plant and equipment and any other pipes, equipment or apparatus used for the conveyance, measurement or treatment of the liquid trade waste in a proper, efficient, clean and working order and condition at all times.

4. Duty to Report

In the event that the Applicant becomes aware that it is or believes that it may be in breach of any term or condition or requirement of the Approval, howsoever arising, it must immediately (within four hours of becoming aware of such circumstances) notify Council's contact person and/or any person holding a management position in Council's Water & Waste department and shall convey full and complete details to Council & shall allow Council immediate access to the Premises for inspection & testing

5. Fees and Charges

- 5.1 In consideration for the provision of the Liquid Trade Waste Services provided by Council to the Applicant, the Applicant agrees to pay the fees and charges as specified in the Council's Annual Management Plan and notified by Council to the Applicant, including fees for sampling and testing by Council in accordance with this Agreement and the Approval.
- 5.2 Fees and charges payable by the Applicant will include both non-residential sewerage charges and liquid trade waste fees and charges.
- 5.3 All monies payable to the Council by the Applicant, must be paid within the time specified in the notice of charge, failing which, interest shall accrue in accordance with Section 566 of the Local Government Act.
- 5.4 The Applicant acknowledges that Council's fees and charges for the trade waste services will vary annually and will be set in its Annual Management Plan. Council will notify the Applicant of the details of such fees and charges annually after the Annual Management Plan has been finalised.
- 5.5 In accordance with the section 560 of the *Local Government Act 1993*, Council may also levy all water supply, sewerage and liquid trade waste fees and charges on the owner of the property.

6. Term

- 6.1 This Agreement will commence from the date it is signed on behalf of the Council, and will continue for the term noted in the Approval until the Applicant's Approval is revoked or the Applicant permanently ceases to discharge liquid trade waste pursuant to the Approval or the term of this agreement expires or this Agreement is terminated, whichever is the earlier. Upon such revocation or permanent cessation of the approved activity or the expiry of the term of this Agreement or this Agreement is terminated then this Agreement shall automatically terminate by operation of this clause.
- 6.2 The Approval does not operate until this Agreement has been executed by both parties.
- 6.3 Upon the termination of this Agreement or the expiry of the term, the Approval shall lapse.
- 6.4 Termination of this Agreement is without prejudice to any accrued rights or obligations of either Party.
- 6.5 Should the Applicant continue to discharge trade waste after the expiration or determination of the term of this Agreement with the consent of Council, other than

pursuant to a further trade waste services agreement, then the terms of this Agreement will continue to apply and the Agreement may be terminated by either party upon giving of 21 days written notice to the other party.

- 6.6 Notwithstanding any term of this Agreement or the Approval, the Council may terminate this liquid trade waste services agreement at any time by notice in writing to the Applicant. If practical, the Council must give reasonable notice of the termination of this Agreement and must also provide an explanation for why the service is terminated.

7. No Representation

- 7.1 Notwithstanding the Approval, Council does not make any representation or warranty as to the ongoing ability of the Applicant to continue to discharge liquid trade waste to the sewer during the term of this Agreement. Council will use its best endeavours to minimise any interruption to the sewerage service system. Any decision of Council to direct the Applicant to immediately cease discharge of trade waste, shall be made by Council in its absolute & discretion. In exercising this discretion, the Council will act reasonably and in good faith having regard to all factors which it considers relevant. Provided the Council exercises its discretion in good faith, the Council will not be liable to the Applicant for any claim or for any loss or damage due to the disruption of the Applicant's business or any additional costs or loss or expense or damage suffered by it including the cost of disposal of liquid trade waste, in the event that Council exercises its powers to direct the Applicant to cease discharging liquid trade waste to its sewerage system or in the event that the sewerage system is not functioning and/or inoperable.

8. Powers of the Council

- 8.1 The Council may enter the Premises at any hour in the daytime or at any hour during which business is in progress or is usually carried on at the Premises for the purpose of conducting any inspection, examination, testing, monitoring or sampling, to determine whether the Applicant is complying with the conditions of this Agreement and the Approval.
- 8.2 The Applicant acknowledges that the Council has statutory powers available to it under the Local Government Act 1993 and other Acts to issue orders and directions to the Applicant in relation to the discharge of liquid trade waste. The Applicant undertakes to comply with each such order or direction that may be notified by the Council to the Applicant within the time specified for compliance in that order or direction.

- 8.3 The Applicant releases the Council from any liability to the Applicant for any loss or damage due to the disruption of the Applicant's business arising out of the exercise of Council's rights pursuant to this Agreement and/or the Approval.
- 8.4 Upon receiving a Notice referred to in clause 3.7 of this Agreement, the Applicant must cease discharging trade waste for the period specified in the Notice.

9. Powers of the Council upon default by the Applicant

- 9.1 The Council may by written notice to the Applicant require the Applicant to rectify any breach of this Agreement and/or the Approval within such time as is specified in the Notice and, where appropriate, to cease the discharge of trade waste pending such rectification.
- 9.2 If the Applicant is in breach of this Agreement, the Council may enter the Premises without notice and disconnect the means of discharge of trade waste or take such other measures as may be necessary to prevent the discharge of trade waste.
- 9.3 If the Applicant is in breach of this Agreement, the Council may without notice terminate this Agreement and the Approval for the Applicant to discharge trade waste to Council's sewer.

10. Information supplied by the Applicant

- 10.1 The Applicant warrants that all information in its application for approval is true, complete and accurate to the best of its knowledge.
- 10.2 The Applicant must immediately notify the Council in writing of any error or omission in that information or any change to the information of which the Applicant becomes aware.
- 10.3 The Applicant must not provide any false or misleading information to the Council particularly its monitoring records, nor shall it omit to provide all relevant & material information to Council throughout the term of this agreement.
- 10.4 In the event that the Applicant advises Council of an error or omission or Council becomes aware that any information provided was false or misleading, Council reserves the right to terminate this Agreement & Approval and/or to vary the terms and conditions of the Approval provided that in taking any such action, that it acts reasonably and in good faith having regard to factors it considers relevant.

11. Liability and Indemnity

- 11.1 The Applicant indemnifies the Council from and against any claims, losses, penalties, fines or expense (including legal costs on a solicitor and client basis) which the Council pays, suffers, incurs or is liable for as a result of:
- (a) any unlawful, negligent, reckless or deliberately wrongful act or omission of the Applicant or its personnel or agents in connection with the discharge of liquid trade waste, including (without limitation) such acts or omissions which cause damage to property, personal injury or death; and
 - (b) a breach of this Agreement by the Applicant.
- 11.2 The Applicant's liability to indemnify the Council shall be reduced proportionally to the extent that any unlawful, negligent, reckless or deliberately wrongful act or omission of the Council caused or contributed to the liability or loss
- 11.3 Where Council requires the Applicant to cease to discharge liquid trade wastes in accordance with this Agreement for any reason, the Applicant agrees that Council will not be liable to the Applicant for any loss or damage nor will it be entitled to make any claim for any loss or damage expense or liability suffered by it including disruption to its business and/or additional costs in disposing of trade waste and the Applicant releases the Council absolutely from any such claim, liability or cost absolutely.

12. Insurance

- 12.1 The Applicant must effect and maintain for the term of this Agreement a public risk policy of insurance for the minimum sum specified in the Annexure and must, upon request by the Council, produce evidence of such insurance to the Council. Such policy must cover the Applicant for any claim or loss or damage expense arising out of its discharge of liquid trade waste to Council's sewer.

13. Bond

- 13.1 The Applicant must pay to the Council a bond in the sum specified in the Annexure.
- 13.2 The Council may at any time and without prior notice to the Applicant have recourse to the bond for the recovery of any sum due and owing by the Applicant to the Council which has not been paid on the due date.
- 13.3 Where the Applicant fails to cease discharging trade waste as directed by Council, the Council may forfeit the bond or part of it and keep the bond or the part so forfeited.
- 13.4 The Council must return the bond to the Applicant, less any amount deducted by the Council under this clause, upon termination of this Agreement.

14. No Assignment

The Applicant may not assign or otherwise transfer its rights and/or obligations under this Agreement.

15. Notices

15.1 A notice under this Agreement must be:

- (a) in writing, directed to the representative of the other party as specified in the Annexure; and
- b) forwarded to the address, or the email address of that representative as specified in the Annexure or the address last notified by the intended recipient to the sender.

15.2 A notice under this Agreement will be deemed to be served:

- (a) in the case of delivery in person - when delivered to the recipient's address for service and a signature received as evidence of delivery.
- (b) in the case of delivery by post - within three business days of posting.
- (c) in the case of delivery by facsimile – at the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient.
- (d) in the case of delivery by email, on receipt of confirmation by the recipient that the recipient has received the email.

15.3 Notwithstanding the preceding clause 15.2, if delivery or receipt of a communication is on a day which is not a business day in the place to which the communication is sent or is later than 5 pm (local time in that place) it will be deemed to have been duly given or made at 9 am (local time at that place) on the next business day in that place.

16. Variation

16.1 If the Applicant's Approval to discharge liquid trade waste from the Premises is varied, this Agreement shall be deemed to be varied in accordance with the variation made to that approval or to the fees, by operation of this clause.

16.2 In addition to automatic variation under clause 16.1, this Agreement may be varied by written agreement of the parties, provided that a variation to this Agreement that is inconsistent with:

- (a) the Approval, including rights granted under, and conditions attached to, the Approval;
- (b) any applicable legislation; or
- (c) Council's Annual Management Plan in respect of applicable fees and charges, shall have no force or effect.

17. Severability

If any part of this Agreement is prohibited, void, voidable, illegal or unenforceable, then that part is severed from this Agreement but without affecting the continued operation, so far as possible, of the remainder of this Agreement.

18. Applicable Law

- 18.1 This Agreement is governed by, and must be construed in accordance with, the laws in force in the State of New South Wales.
- 18.2 Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in the State of New South Wales and the courts of appeal there from.

19. Rights Cumulative

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any other rights or remedies provided by law.

Signed for and on behalf of

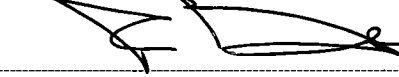
Tamworth Regional Council by

Paul Bennett

Print Name

General Manager

Position



Signature

6/11/25

Date

In the presence of

Sarah Perkins

Print name



Signature

Signed for and on the behalf of

Baiada Poultry Pty Ltd by

(Who warrants he/she has full authority

to execute this agreement on behalf of

Baiada Poultry Pty Ltd)

GEORGE TSEKOURAS

Print name

DIRECTOR

Position



Signature

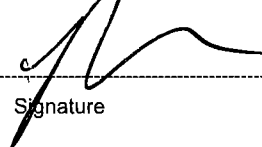
WED 29.10.25

Date

In the presence of

PENNY DIXON

Print name



Signature

ANNEXURE A

A. THE COUNCIL

1. FULL NAME OF COUNCIL: **TAMWORTH REGIONAL COUNCIL**
2. ABN: **52 631 074 450**
3. ADDRESS: **437 Peel Street Tamworth NSW 2340**
4. TELEPHONE **(02) 6755 4555**
5. EMERGENCY CONTACT:
 - 1) Liquid Trade Waste Officer **0400 489 890**
 - 2) Headworks Engineer **0435 537 051**
 - 3) Manager Water & Waste Operations **0428 297 896**

B. THE APPLICANT

1. FULL NAME OF APPLICANT: **Baiada Poultry Pty Ltd**
2. ABN: **96 002 925 948**
3. BUSINESS OR TRADING NAME: **Baiada Poultry Pty Ltd**
4. ADDRESS: **PO Box 21 PENDLE HILL NSW 2145**
5. TELEPHONE: **(02) 9842 1000**
6. EMERGENCY CONTACT:
 - 1) Baiada National Environment and Sustainability Manager **0418 118 045**
 - 2) Oakburn Plant Manager **0428 118 150**
 - 3) Oakburn Administration & Compliance **0438 118 353**

C. THE PREMISES

1. LOT & DP NUMBER: **Lot 100 DP: 1097471**
2. LOCATION **Gunnedah Road Tamworth NSW**
3. DESCRIPTION: **Oakburn Processing Protein Recovery Plant**
4. NATURE OF BUSINESS: **Poultry Abattoir & Protein Recovery Plant**



D. NOTICES

Applicant's Representative: **Grant White**

Postal address: **PO Box 21 PENDLE HILL NSW 2145**

Email: **grant_white@baiada.com.au**

Council's Representative: **Daniel Coe**

Postal address: **PO Box 555 Tamworth NSW 2340**

Email address: **d.coe@tamworth.nsw.gov.au**

E. PUBLIC LIABILITY INSURANCE

Minimum cover: **\$20,000,000**

F. BOND

\$ Nil

Annexure A

CONDITIONS OF APPROVAL

Name and business address of Applicant:

Baiada Poultry (Tamworth) Pty Limited
Lot 100 DP 1097471, Gunnedah Road WESTDALE NSW 2340

Type of Business: Baiada Oakburn Poultry Processing Plant

- 1) The Applicant must comply with all applicable Acts, Regulations, by-laws, proclamations and orders and with any lawful direction or orders given by or for the Council or any other competent authority.

(Reason: Requirement to comply with all applicable government legislation)

- 2) The work that will be carried out under this Approval must be implemented and operated in compliance with the *Work Health & Safety Act 2011*, Plumbing Code of Australia, Australian Standards AS3500 (Part 2, Sanitary Plumbing and Sanitary Drainage) and Council requirements.

(Reason: Requirement for compliance with applicable standards and legislation)

- 3) If a liquid trade waste agreement is applicable to this approval, then this approval will commence from the date a liquid trade waste agreement is signed.

(Reason: Requirement for legal considerations)

- 4) **Term of the Approval:**

Commencement date: Upon execution of Liquid Trade Waste Services Agreement

Duration: This agreement shall be operative for 2 years or until superseded by a subsequent agreement

This approval has a duration period as specified above except where the approval is terminated by the Council or the applicant. Conditions may however be varied during this period.

(Reason: Pursuant to section 103 of the Local Government Act)

- 5) **Hours during which discharge is permitted:**

Monday to Sunday: 24hrs per day

(Reason: Department of Climate Change, Energy, the Environment & Water (DCCEEW) and Council requirement to ensure acceptance capacity of the sewerage system and for auditing purposes)



Annexure A

- 6) **The maximum daily discharge must not exceed 1600kL per day.**

The maximum instantaneous discharge rate must not exceed **22L per second.**

The maximum weekly discharge shall not exceed **9600kL per week.**

During the commissioning period as detailed in the Commissioning Plan as required by Condition 3, the combined outputs of both Out Street and Oakburn processing plants should not exceed the above totals.

(Reason: Requirement pursuant to clause 32 of Local Government (General) Regulation 2021)

- 7) The temperature of the liquid trade waste must not exceed 38°C at any time.

(Reason: DCCEEW and Council requirement for protection of the sewerage system and safety of workers)

- 8) Detergent, if used, must be biodegradable.

(Reason: Protection of the environment and to ensure treatability of the waste)

- 9) The composition of the liquid trade waste shall comply with that approved. A new application shall be made if the quantity and/or quality or the activity generating liquid trade waste is to be varied.

(Reason: Requirement pursuant to Clause 32 of the Local Government (General) Regulation 2021)

- 10) An inspection point suitable for taking representative samples shall be provided immediately prior to the point where the liquid trade waste enters the sewerage system and/or mixes with domestic sewerage from the premises.

The Applicant shall provide at its cost a reliable 240-volt power source and secure location for Council to install the sampling equipment.

(Reason: DCCEEW and Council requirement to permit sampling & compliance auditing of liquid trade waste)

- 11) If, in the opinion of the council, the liquid trade waste being discharged does not comply with the conditions contained herewith or is adversely affecting the performance of the sewage treatment plant, the sewerage system, or the ecological system in the waters, land or area receiving sewage treatment plant effluent, the discharger must forthwith, on receipt of notice in writing from Council to this effect, take remedial action by modifying the characteristics of the liquid trade waste, reducing the amount of the liquid trade waste or ceasing to discharge the liquid trade waste as directed by notice from council.

(Reason: DCCEEW and Council requirement for compliance with the conditions of approval, protection of the sewerage system and the environment)



Annexure A

- 12) Except as already provided for by the rest of the conditions contained in this letter, the following must not be included in the liquid trade waste:

- organochlorine weedicides, fungicides, pesticides, herbicides and substances of a similar nature and/or wastes arising from the preparation of these substances;
- organophosphorus pesticides and/or waste arising from the preparation of these substances;
- per- and poly-fluoroalkyl substances (PFAS)
- any substances liable to produce noxious or poisonous vapours in the sewerage system;
- organic solvents and mineral oil;**
- any flammable or explosive substances;**
- discharges chemicals and/or oil storage areas and from 'Bulk Fuel Depots';
- natural or synthetic resins, plastic monomers, synthetic adhesives, rubber and plastic emulsions;
- roof, rain, surface, seepage or ground water, unless specifically permitted (clause 137A of the Local Government (General) Regulation 2021)
- solid matter;
- disposable products including wet wipes, cleaning wipes, colostomy bags, cat litter and any other products marketed as flushable
- any substance assessed as not suitable to be discharged to the sewerage system;
- any other substances listed in a relevant regulation.

**above the approved limit

(Reason: Statutory provision in Local Government Act s. 638 and Department and Council requirement for protection of the sewerage system, safety of workers and the environment)

- 13) Measures must be taken to prevent spillage of chemicals, oil and any other product used. Any spillages must be recovered/removed by dry cleaning methods and not be discharged into the sewerage system.

(Reason: DCCEEW and council requirement to protect the sewerage system and worker health and safety)

- 14) The equipment for the treatment of the liquid trade waste and all fixtures are to be kept clean and maintained in an efficient condition to the satisfaction of the Council and must not be modified without the approval in writing of the Council. Safe and unrestricted access for the maintenance and inspection of the pre-treatment equipment must be provided.

(Reason: DCCEEW and Council requirement to ensure compliance with the conditions of approval).

- 15) Any substance which could adversely affect the sewerage system, the environment and the health and the safety of people must be stored in a roofed and bunded area with the bund having the capacity to retain 110% of the largest container. Substances accumulated in the bunded area must not be discharged into the sewerage system.
Alternatively, other acceptable means preventing the discharge to the sewerage system/ environment in case of accident, leakage or spills must be provided (e.g. a secondary containment).

(Reason: DCCEEW and council requirement to protect the sewerage system and worker health and safety)



Annexure A

- 16) The use of products containing chromate in boilers and/or cooling towers is not permitted.

(Reason: DCCEEW and Council requirement to protect the sewerage system and the environment)

- 17) Measures are to be taken to prevent the contamination and ingress of stormwater into the sewerage system. Areas where stormwater may become contaminated must be bunded and roofed over.

(Reason: DCCEEW and Council requirement to prevent overflows and overloading of the sewerage system)

- 18) The pH of the liquid trade waste must be maintained within the range of 6.5 to 8.5 at all times.

(Reason: extremes of pH can adversely affect biological treatment processes and may cause the release of toxic gases in sewer. Low pH causes corrosion of sewer structures)

- 19) The suspended solids concentration shall not exceed 300 mg/L at any time.

(Reason: DCCEEW and Council requirement to limit loading on the sewerage system)

- 20) The concentration of total oil and grease shall not exceed 100 mg/L at any time.

(Reason: DCCEEW and Council requirement to prevent sewer blockages)

- 21) The biochemical oxygen demand (BOD₅) concentration must not exceed 300 mg/L at any time.

(Reason: DCCEEW and Council requirement to limit loading on the sewerage system)

- 22) The Chemical Oxygen Demand (COD) shall not exceed 600 mg/L if the BOD₅ concentration is less than 150 mg/L, otherwise the COD shall not exceed the BOD₅ concentration by more than 3 times

(Reason: DCCEEW and Council requirement to prevent the discharge of non-biodegradable waste and to ensure treatability of the proposed liquid trade waste)

- 23) The concentration of the following substances shall not exceed:

Ammonia	50 mg/L
Total Nitrogen	100 mg/L
Chlorine	10 mg/L
Sulphate (as SO ₄)	500 mg/L
Sulphide	1 mg/L
Total Dissolved Solids	1,000 mg/L
Total Phosphorus	20 mg/L
Organic fluorine compounds PFO/PFAS	BDL

(Reason: Requirement for protection of worker health & safety, the sewerage system and the environment)



Annexure A

- 24) The pH of the liquid trade waste must be checked and corrected, if necessary, before discharge to the sewerage system. The pH must be recorded and the records shall be kept. The pH probe must be maintained and calibrated in accordance with the manufacturer's recommendations. Calibration records are to be kept for the minimum period of 3 years and made available to council on request.

(Reason: Extremes of pH can adversely affect biological treatment processes and may cause the release of toxic gases in sewer. Low pH causes corrosion of sewer structures)

- 25) Council's laboratory will collect representative samples of the effluent being discharged twice* per week and tested at the with respect to;

pH	Total Suspended Solids	Total Oil & Greases
BOD5	Total Dissolved Solids	Total Nitrogen
COD	Ammonia as Nitrogen	Total Phos (as P)
Sulphate	Total Nitrogen	Sulphide**

**Council will review the sampling frequency after 6 months of operation or on completion of full commissioning of the Wastewater treatment plant*

***Sulphide testing will be conducted at Councils discretion*

(Reason: Requirement pursuant to Section 89 (3a) of the Local Government Act 1993 and Council requirement for protection of the environment, worker health & safety and to ensure treatability of the waste)

- 26) The sample analysis tests must be carried out only be laboratories that hold National Association of Testing Authorities (NATA) registration for the class of test(s) or specific test(s) specified in trade waste approval or a laboratory acceptable to the Council. Tests shall be carried out by using accredited methods acceptable to the Council. The results of the chemical analysis shall be forwarded to the Council for review as soon as available from the laboratory. The analysis records are to be retained by the discharger for the specified period of 3 years.

(Reason: DCCEEW and Council requirement to ensure the integrity of any sampling analysis results are not compromised and due diligence concerns are satisfied)

- 27) Solids and sludge resulting from treatment of the waste must be removed from the premises by a licensed contractor and disposed of at a licenced facility, where applicable.

(Reason: DCCEEW and Council requirement to protect the sewerage system and Environment Protection Authority requirement for waste disposal)

- 28) If odours occur due to the discharge, measures are to be taken to rectify this problem.

(Reason: DCCEEW and Council requirement to protect health of public and workers and public amenity)



Annexure A

- 29) Data shall be kept detailing the following items, for liquid waste disposed at the council's sewage treatment works:

- Daily discharge volumes and maximum instantaneous discharge rate
- Sludge quantities removed
- Pre -Treatment process monitoring checks to include visual observations, pH, air pressures or other checks as required by Council, equipment manufacturer or chemical supplier
- periodical sample analysis results, when conducted

This data is to be made available to council and the Department's Water division officer upon request.

(Reason: DCCEEW and the Council's requirement to protect the sewerage system, environment and health & safety of workers)

- 30) A first-flush system including a silt arrestor/solid settlement pit and a stormwater diversion system must be provided where contaminated stormwater is proposed to be directed to the wastewater treatment system.

Council must be consulted during design before any volume of contaminated stormwater can be approved for acceptance to the pre-treatment system and Council's sewer.

(Reason: DCCEEW and Council requirement to prevent overflows and overloading of the sewerage system)

- 31) **Prior to Council allowing discharge** in accordance with this Agreement, the Applicant shall provide a detailed Commissioning Plan for Stage 1 of the Oakburn Poultry Processing Plant to the satisfaction of Council that comprehensively details all the steps and timeframes that will occur to ensure that the Trade Waste discharge is fully compliant with the Stage One – Oakburn Poultry Processing Plant Liquid Trade Waste Services Agreement quality and flowrate requirements. The Commissioning Plan shall include Inspection and Test Plans for demonstrating compliance with the WWTP design parameters and Contingency Plans for managing non-compliant effluent.

Upon acceptance of the commissioning plan by Council and the successful progression of this plan, the existing Out Street Trade Waste Agreement (expiry 30/03/2026) will be terminated.

(Reason: DCCEEW and the Council's requirement to protect the sewerage system, environment and health & safety of workers)

- 32) A contingency plan and a due diligence program shall be implemented from the date of this agreement.

(Reason: DCCEEW and Council requirement to ensure that adequate contingency measures are in place to address potentially hazardous situation)

- 33) A suitable method of restricting the flow rate to the figure stated in condition 6 shall be provided by the applicant.

(Reason: DCCEEW and Council requirement to prevent overflows & overloading of the sewerage system).



Annexure A

- 34) A magnetic flow meter shall be installed to measure the total liquid trade waste discharged from the premises and the daily flow shall be recorded.

The meter type installed must be compatible with and be connected to Councils Automatic Meter Reading System.

(Reason: Requirement for due diligence, compliance auditing, monitoring and sampling purposes)

- 35) Performance monitoring of each pre-treatment process is to be undertaken and recorded as per design specifications and or Council requirements

(Reason: To ensure effective working of the pre-treatment system)

- 36) A suitable real time monitoring and alarm system shall be installed and maintained where applicable on treatment equipment to ensure timely fault notification and correction

(Reason: To ensure effective working of the pre-treatment systems)

- 37) All staff operating the pre-treatment system are to be competently trained in operating procedures.

(Reason: Council requirement to ensure operational staff can effectively manage the wastewater treatment system)

Conditions relating to any onsite commercial cooking/canteen/café etc

- 38) All liquid trade waste must pass through an appropriately sized grease arrestor. Minimum capacity is 1500L

(Reason: DCCEEW and council requirement to install pre-treatment system of sufficient capacity for the reduction of oil and grease levels in liquid trade waste)

- 39) The grease arrestor must be maintained regularly. The initial pump-out frequency to be set at every thirteen (13) weeks and may be reviewed, at any time by council.

(Reason: DCCEEW and council requirement to ensure maximum effectiveness of the pre-treatment system)

- 40) Discrete cooking oil is not permitted to be discharged into the grease arrestor. Spent oil is to be collected by a licensed contractor for off-site management.

(Reason: DCCEEW and council requirement to limit pollutant loading on the sewerage system)

- 41) Food waste disposal units (e.g. garbage grinders) or solid waste processing equipment that convert solid food waste to liquid (e.g. digesters or composters) are not allowed to be installed.

(Reason: DCCEEW and council requirement to limit loading on the sewerage system)

A handwritten signature in black ink, appearing to be 'J. Jones', is located at the bottom right of the page.