

Consent to discharge industrial trade wastewater



Consent to discharge industrial trade wastewater

Sydney Water Corporation
and
Wollongong City Council
ABN 63 139 525 939

Activity: GARBAGE TIP (GE06)

Risk index: 05

Consent no: 11205

Property number: 3656882

This **consent** is made on:..... 16 June 2025

Executed for and on behalf of Sydney Water Corporation

By



.....
(Signature) Michael Cerreto

Business Customer Operations Leader

In the presence of:

Witness



.....
(Signature)

Matthew Truman

.....
(Print name of witness)

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

By



.....
(Signature)

David Low, Waste and Resource Recovery Manager

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

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

In the presence of:

Witness



.....
(Signature)

Tony Curto, Business systems support officer

.....
(Print name of witness)

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

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Schedule 1 Trade wastewater which may be discharged

Subject to public disclosure

1. Trade wastewater substances

- (a) **You** may discharge **trade wastewater** into **our wastewater system** in a manner so that the substance characteristics of the **trade wastewater** are of a type and discharged at a rate, level or concentration equal to or less than that described in this schedule.
- (b) **You** must not discharge **trade wastewater** into **our wastewater system** in a way that the **trade wastewater** discharged:
- contains, possesses or produces a substance characteristic not provided in, or which may be determined as being contrary to that described in this schedule
 - is at or of a rate, level, or concentration not provided in, or which may be determined as being contrary to, that described in this schedule.

Substance	LTADM (kg/day)	MDM (kg/day)	Standard (mg/L)
BIOCHEMICAL OXYGEN DEMAND	20.00000	75.00000	
AMMONIA (AS N)	10.00000	30.00000	100.000
SUSPENDED SOLIDS	30.00000	80.00000	600.000
TOTAL DISSOLVED SOLIDS	1000.00000	2800.00000	10000.000

Reconciliation procedures

Long term average daily mass:

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

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

Acceptance standard:

Determine the **composite sample** concentration for each of the above substances, and check these against the above **acceptance standard** (mg/L) for each sample obtained. Exceeding the **acceptance standard** constitutes a **breach** and will also incur an increased **quality charge** as detailed in schedule 3.

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

Maximum daily mass:

Calculate the **daily mass** discharged for each of the above substances, and check this against the above **maximum daily mass (MDM)** (kg/day), based on average concentrations of substances discharged (mg/L) over any 24-hour period as determined from **composite samples**, obtained by either **you** (according to schedule 2) or **us**, or a combination of sample results by both.

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

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

Temperature	- Not to exceed 38° 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 our wastewater 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, you must demonstrate to our satisfaction that there is no possibility of explosions or fires occurring in our wastewater 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 our wastewater system

- (a) Instantaneous maximum rate of pumped discharge 7.000 litres per second
- (b) Maximum daily discharge 605.000 kilolitres
- (c) Average daily discharge 250.000 kilolitres.

Reconciliation procedure:

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

Schedule 2 Sampling, analysis, flow rates and volume determination

Subject to public disclosure.

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

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

proportional or a time basis.

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

(a) **Composite samples** are to be obtained:

- i. over one full production day by combining equal volumes taken at equal intervals, obtaining at least 5,000 millilitres over the full day. Read the **trade wastewater** discharge flow meter at the start and finish of the sampling day.
- ii. on 23 April 2025 and every 22 days thereafter. If **trade wastewater** is not discharged on this day, then take the sample on the next day that **trade wastewater** is discharged. **Trade wastewater** includes all non-domestic wastewater discharged to **our wastewater system** from the **premises**, including cleaning waste.

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

Characteristic	Time of sample
pH	at the start and finish of each sample day
PETROLEUM HYDROCARBONS - FLAMM	at the finish of each sample day
BENZENE	at the finish of each sample day
FORMALDEHYDE	at the finish of each sample day
AMMONIA (AS N)	at the finish of each sample day

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

Substance characteristics
PETROLEUM HYDROCARBONS - FLAMM
BENZENE
BIOCHEMICAL OXYGEN DEMAND
FORMALDEHYDE
ETHYL BENZENE
M+P-XYLENE
AMMONIA (AS N)
SUSPENDED SOLIDS
TOTAL DISSOLVED SOLIDS
TOLUENE (METHYL BENZENE)

(d) Either **you** or **your** contracted laboratory must submit results of analyses to **us** within 21 days from the date the sample was taken. All analysis results are to be submitted on the sample analysis report provided as appendices 1 and 2 to this **consent** or in any format **we** specify from time-to-time.

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

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

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

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

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

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

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

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

Schedule 3 Payments

Subject to public disclosure.

The **charges** are effective from 1 April 2025 and will continue until **we** advise otherwise.

All trade waste fees and **charges** are subject to CPI adjustments from 1 July each year according to the price determination made by the Independent Pricing and Regulatory Tribunal (**IPART**). These are detailed on the **Sydney Water** website.

1. Charges for trade wastewater discharge

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

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

Total **charge** = the sum of the **flow weighted charges** for the billing period

Flow weighted charge = (**charge** for all sample days) x (**flow weighting factor**) and:

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

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

(a) **Mass discharged** - for each substance, the **mass discharged** is calculated by multiplying the **composite sample** concentration by the **trade wastewater** discharge for that sample day.

(b) **Chargeable trade waste mass:**

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

Substance
PETROLEUM HYDROCARBONS - FLAMM
BENZENE
FORMALDEHYDE

- ii. For the following substances, we calculate the **chargeable trade waste mass** by subtracting the **equivalent domestic mass** from the **mass discharged**. The **equivalent domestic mass** is defined as the **domestic concentration** multiplied by the **trade wastewater** discharge.

Substance	Domestic concentration (mg/L)
BIOCHEMICAL OXYGEN DEMAND	230.000
AMMONIA (AS N)	35.000
SUSPENDED SOLIDS	200.000
TOTAL DISSOLVED SOLIDS	450.000

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

(c) **Quality charge**

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

Substance
PETROLEUM HYDROCARBONS - FLAMM
BENZENE
FORMALDEHYDE
ETHYL BENZENE
M+P-XYLENE
AMMONIA (AS N)

Substance

SUSPENDED SOLIDS

TOTAL DISSOLVED SOLIDS

TOLUENE (METHYL BENZENE)

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

Substance

BIOCHEMICAL OXYGEN DEMAND

(d) Concentration breach **charge**

Where the **composite sample** concentration is greater than the **acceptance standards** specified in schedule 1 (with the exception of sulphate), any **charges** calculated in (c) above will be doubled for that sampling day.

(e) Failure to collect required samples

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

(f) pH and temperature **charges**

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

2. Charges for inspections

- (a) If **we** believe it is necessary for a **Business Customer Representative** to exercise rights under clause 6.1, **you** will incur no liability for payment for this exercise unless the **Business Customer Representative** has already exercised rights under clause 6.1 on 4 occasion/s within one year.
- (b) If **we** believe **we** need to do more than 4 inspection/s within one year, **we** will **charge** for the additional inspections at the current inspection rate.
- (c) Any inspection required to follow up an alleged **breach** or a **default notice** will result in a fee, payable even if the number of inspections nominated in paragraph 2 (a) has not been exceeded.
- (d) For the purposes of 2 (a) and 2 (b), above, one year is defined as the period from 1 July to 30 June the following year.

3. Charges for administration of the trade wastewater consent

A **consent** fee per quarter is payable from 1 April 2025.

4. Charges for variation or renewal of trade wastewater consent

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

5. Charges for grease traps

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

6. Payment of fees and charges

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

Schedule 4 Additional requirements

1. Effluent improvement program

N/A

2. Waste management plan

- (a) The existing pre-treatment will generate 3 tonne a year of waste substances in the form of a sludge. The waste substances are, and will continue to be disposed of, in compliance with the requirements of the **Environment Protection Authority**.

3. Other requirements

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

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

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

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

Schedule 5 Apparatus, plant and equipment

Existing

- 1 x Sequencing Batch Reactor (SBR)
- 1 x SBR tank (280,000 litres) including aerators
- 1 x Effluent balancing tank (75,000 litres)
- 1 x 3000 litre caustic Storage tank
- 2 x Effluent pumps
- 1 x Electromagnetic Discharge flowmeter
- 1 x SBR Sludge transfer skip
- 1 x Automatic pH correctionsystem

Schedule 6 Special conditions

1. Dangerous discharges

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

- (a) means an occurrence where matter is discharged to **our wastewater system** that, either alone or together with other matter discharged, cannot be adequately treated or may cause corrosion, blockage, explosion or dangerous gases or may adversely affect the operation of **our wastewater system** or **wastewater** treatment plant. This includes, but not so as to restrict the generality of paragraph (a), matter or substances, which are:
- i. toxic or corrosive
 - ii. petroleum hydrocarbons
 - iii. heavy metals
 - iv. volatile solvents
 - v. phenolic compounds
 - vi. organic compounds.

2. Unintended discharges

- (a) To avoid unintended discharges to **our wastewater system** or **stormwater system**, all matter and substances on the **premises** must be processed, handled, moved and stored properly and efficiently.
- (b) Any substance on the **premises** which, if discharged to **our wastewater system**, may endanger the environment, the **wastewater system** or **workers** at a **wastewater** treatment plant or may harm any **wastewater** treatment process must be handled, moved and stored in areas where leaks, spills or overflows cannot drain by gravity or by automated or other mechanical means to **our wastewater system** or **stormwater system**.

3. Notification

- (a) If a discharge of matter poses or may pose a danger to the environment, **our wastewater system** or **workers** at a **wastewater** treatment plant, you must immediately notify:
- WOLLONGONG
 - Tel: (02) 9527 8310

- Fax: (02) 4228 2651
- **our** 24-hour emergency line on 13 20 90.

4. Providing safe access

- (a) **You** must provide safe access to **our** employees visiting the site. If unsafe conditions are identified, **you** must take reasonable steps to correct unsafe conditions and create safe access.
- (b) **Our** employees must also comply with **your** safety policies and procedures and any directions from **your** staff while on **your** site.

5. Electronic reporting of sample analysis results

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

Schedule 7 Consent details

1. **Premises** for which **consent** is granted:
133 Reddalls Rd Kembla Grange NSW 2526
2. Industrial or other commercial activities for which **consent** is granted:
GARBAGE TIP (GE06)
3. The approved **property** boundary trap is the only discharge point for which **consent** is granted.
4. The date for purposes of clause 3.1 is:
01 April 2025
5. The period for purposes of clause 3.2 is:
24 months
6. The receiving Treatment Plant is:
WOLLONGONG **Wastewater** Treatment Plant / Water Recycling Plant

Schedule 8 Notices and communication addresses

Sydney Water representative	Manager Major Customers	T: 13 20 92
	PO Box 399	A.H: 13 20 90
	Parramatta 2150	
Customer representative	N Diatloff	P: (02) 4227 8282
	Locked Bag 8821 Wollongong	
	Dc NSW 2500	E: ndiatloff@wollongong.nsw.gov.au

Schedule 9 Authorised officers

Sydney Water representative	Manager Major Customers	T: 13 20 92
	PO Box 399	A.H: 13 20 90
	Parramatta 2150	E: businesscustomers@sydneywater.com.au
Customer representative	N Diatloff	P: (02) 4227 8282
	Locked Bag 8821 Wollongong	
	Dc NSW 2500	E: ndiatloff@wollongong.nsw.gov.au

Schedule 10 Nominated representatives

Sydney Water representative	Manager Major Customers	T: 13 20 92
	PO Box 399	A.H: 13 20 90
	Parramatta 2150	
Customer representative	Mrs D M Kutzner	
	NSW	

Appendix 1 (example)

Sample Analysis Report (composite)

Consent number: 11205	
Company name: Wollongong City Council	
Company address: 133 Reddalls Rd Kembla Grange NSW 2526	
Sample Type:	
☐ 6 (composite, manual time-based)	Start date: ____/____/____
☐ 7 (composite, manual flow-proportional)	Finish date: ____/____/____
☐ 8 (composite, automatic time-based)	Start time: ____:____ am/pm
☐ 9 (composite, automatic flow-proportional)	Finish time: ____:____ am/pm
Grabs taken in sample period: _____	Initial meter reading: _____kL
sample intervals min/kL: _____	Final meter reading: _____kL
mL per grab: _____	Volume discharged: _____kL

Laboratory:		
Substance	Acceptance standard (mg/L)	Measured concentration(mg/L)
PETROLEUM	10.000	
HYDROCARBONS - FLAMM		
BENZENE	0.100	
BIOCHEMICAL OXYGEN DEMAND	0.000	
FORMALDEHYDE	30.000	
ETHYL BENZENE	1.000	
M+P-XYLENE	1.000	
AMMONIA (AS N)	100.000	
SUSPENDED SOLIDS	600.000	
TOTAL DISSOLVED SOLIDS	10000.000	
TOLUENE (METHYL BENZENE)	0.500	

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:

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Email to:
matthew.truman@sydneywater.com.au

Appendix 2 (example)

Sample Analysis Report (discrete sample)

Consent number:	11205
Company name:	Wollongong City Council
Company address:	133 Reddalls Rd Kembla Grange NSW 2526
Sample type: DISCRETE	
Date	
Time	

Laboratory:

Substance	Acceptance standard (units or mg/L)	Measured units or concentration
pH at start	7 - 10	
pH at finish	7 - 10	
PETROLEUM HYDROCARBONS - FLAMM	10.000	
BENZENE	0.100	
FORMALDEHYDE	30.000	
AMMONIA (AS N)	100.000	

Copy of original analytical laboratory report to be attached

Note: Laboratory report must certify NATA registration for each analysis

Comments: _____

Customer signature: _____ Date: ____/____/____

Designation: _____

OFFICE USE ONLY

Sample No:

--	--	--	--	--

Email to:
matthew.truman@sydneywater.com.au

General conditions

1. Recitals

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

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

1.1. Definitions

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

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

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

Term	Definition
	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	A pollutant charge applied to trade waste discharges, based on the mass of each pollutant discharged to our wastewater system .
Regulator	Any statutory authority, which may grant permission, authority or licence to Sydney Water to operate the wastewater system or treat or dispose of wastewater treatment by-products.
Residual products	Biosolids, re-use water or other similar product intended for re-use that Sydney Water may develop from time to time.
Risk index	A ranking applied to the consent by us to describe the relative risk of accepting the trade wastewater. We will determine the risk index based on the methodology we determine from time to time, or as we believe necessary to consider particular circumstances. We use the risk index to determine, among other things, the: • amount of self-monitoring required • number of inspections we need to do • annual consent fee • term of the consent.
Significant breach	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	The charge per kilogram for substances as defined in Schedule 3.
Responsibilities of connected customers policy	Our policy detailing the conditions under which we will agree to accept trade wastewater to our wastewater system .
Trade wastewater	Any liquid, and any substance in it, which may be produced at the property in a non-residential activity, and wastewater transported by any vehicle, including septic effluent and wastewater from ships and boats and run-offs from contaminated open areas. Trade wastewater does not include domestic wastewater from premises connected to our wastewater system .
Trade waste residue	Any substance separated from trade wastewater , which remains behind when the trade wastewater is discharged to the wastewater system .
Wastewater	Also known as sewage, wastewater includes the water you flush down your toilet, water that drains from your bathtub, sinks, washing machine and many other source.
Wastewater services	The services we are permitted to provide by the Operating Licence and any applicable law related to providing wastewater services and disposing of wastewater .

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

1.2 Interpretations

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

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

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

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

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

2. Application of certain statutes and laws

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

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

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

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

3. Commencement and term of consent

3.1 This **consent** commences on the date specified in paragraph 4 of schedule 7.

3.2 This **consent** will, unless terminated or renewed according to this **consent**, continue for the period specified in item 5 of schedule 7.

4. Discharge of trade wastewater into the wastewater system

4.1 **You** may discharge **trade wastewater** from the **premises** into **our wastewater system** according to the provisions of schedule 1 and schedule 4.

4.2 **You** must not discharge **trade wastewater** from the **premises** into **our wastewater system** contrary to the provisions of schedule 1 and schedule 4.

4.3 **You** indemnify **us** against all damages, losses, costs or expenses that **we** suffer or incur, caused by any unauthorised discharge from the **premises** in respect of:

- (a) injury (including death) or harm to any person
- (b) damage to **property** vested in **Sydney Water**
- (c) contamination of **residual products**
- (d) material harm to any **wastewater** treatment process.

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

4.4 **You** must take all reasonable precautions practicable to ensure that no person, other than a person acting for **you** or on **your** behalf or **your** consent, discharges any matter from the **premises** into **our wastewater system**.

4.5 For purposes of this **consent**, **we** will consider every discharge of matter from the **premises** into **our wastewater system** to have been discharged by a person acting for or on behalf of, or with the consent of, the **customer**.

5. Charges

5.1 **You** must pay **our charges** for **trade wastewater** discharged to **our wastewater system**, the administration of this **consent** and, when applicable, the tracking of **grease trap waste** determined according to, and within the time and in the manner specified in, schedule 3.

5.2 **We** may vary the basis of **charges** or the charging rates in schedule 3, either:

- (a) as and when determined by the Independent Pricing and Regulatory Tribunal of New South Wales (IPART)
- (b) with **your** written **consent**.

6. Inspections

6.1 A **Business Customer Representative** may enter the **premises** at any time:

- (a) to inspect whether **you** are conducting **your** activities according to this **consent**
- (b) for the purposes described in Section 38 of the **Act** or to exercise any right or function conferred on **us** under this **consent**.

This clause does not limit our statutory powers of entry.

6.2 When exercising rights under clause 6.1, a **Business Customer Representative**:

- (a) must not delay or inconvenience the efficient conduct of **your** business activities, if it can be reasonably avoided
- (b) must not be impeded or delayed by any person on the **premises**, except for any relevant safety precautions.

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

7. Inquiries

7.1 **We** may convene and determine the terms of reference of a joint inquiry about the circumstances relating to an incident that may have caused a **breach**.

7.2 An inquiry under clause 7.1 is to be conducted informally and without legal representation for purposes of gathering information about an incident directly from any person who may be expected to know, from his or her own observations, about the circumstances relating to the incident.

7.3 An inquiry under clause 7.1 may be conducted irrespective of whether the incident, the subject of the inquiry, is also the subject of a **default notice**.

7.4 Before conducting an inquiry under clause 7.1, **we** may agree with **you** on what action, if any (except any action related to a statutory obligation), may be taken with respect to any information that may be gathered during the inquiry.

8. Default procedures

8.1 If, in **our** opinion, **you** commit, cause or allow a **breach** to occur, **we** may issue a **default notice** to **you**.

8.2 A **default notice** must:

- (a) provide any relevant particular of the **breach** alleged by **us**, including any particular known to **us** that may help **you** ascertain the alleged **breach**
- (b) specify that **you** must respond to **us** in writing within seven days of receiving the notice.

8.3 A **default notice** is not invalid merely because it does not provide a particular that may help **you** ascertain the alleged **breach**.

8.4 Any supply to **you** from **us** of particulars under clause 8.7(a) is taken, for purposes of clause 8.5, to be a **default notice** under clause 8.1.

8.5 **You** must respond to **us** in writing for any **default notice** within seven days of receiving the **default notice**. This response must:

- (a) request further particulars of the alleged **breach**
- (b) describe or explain the circumstances causing:
 - i. the event which appeared to **us** to be a **breach**
 - ii. the **breach** to occur
- (c) describe any action taken with respect to the alleged **breach**
- (d) provide a plan of action for **you** to avoid the occurrence of any incident similar to the alleged **breach**

(e) explain the reasons why **you** dispute the alleged **breach**.

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

8.7 When **you** respond to **us** in writing according to clause 8.5, **we** must, within seven days of receiving that response, either:

- (a) with respect to clause 8.5(a), provide in writing to **you** any further particulars that **we** may be able to provide, in which case **you** shall be allowed a further seven days from receipt of those particulars to respond as required by clause 8.5(b)
- (b) specify to what extent **we** accept, reject or disagree with the response under 8.5(b) and provide details of any action **we** propose to take (including any special requirements **we** may impose) to deal with the **breach**.

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

9. Improvement program

9.1 You must, at **your** own expense, establish and implement the improvement program specified in, and according to the provisions of, schedule 4.

9.2 If, before failing to comply, **you** notify **us** that **you** may not be able to comply with any obligation under clause 9.1, **we** will consider any reasonable proposal from **you** to vary a term or condition of the improvement program.

10. Diligence program

10.1 Within six months of the making of this **consent**, **you** must give **us** a notice specifying a current diligence program.

10.2 For purposes of clause 10.1, a diligence program includes a plan, which demonstrates that **your** management is exercising reasonable care to plan and take appropriate action, to prevent or minimise the effects of any incident that may constitute a **breach**.

11. Suspension or termination of consent to discharge trade wastewater

11.1 We may suspend the **consent** granted in clause 4.1 if:

- (a) **you** do not comply with clause 8.5, 9.1, 12.1, 12.2 or notice of the suspension is given to **you**
- (b) **we** are, for any reason specified in clause 11.2, unable to accept for treatment **trade wastewater** that may be discharged by **you**.

11.2 We may, by giving a notice to **you**, suspend the **consent** granted in clause 4.1 if, in **our** reasonable opinion:

- (a) an emergency prevents **our wastewater system** from accepting any or certain specified categories of **trade wastewater** that **you** may discharge
- (b) an event has occurred, which could have an adverse effect on any of our employees, agents or contractors or on the **wastewater system**, including any biological process.

This applies whether the emergency or event is caused by fire, storm, tempest, flood, malicious damage, act of war, civil disobedience, explosion, earthquake or an act or omission of an employee, or agent of, or contractor to **Sydney Water**, or an unlawful discharge of matter into the **wastewater system**, or some other cause.

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

consent as required by **us**.

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

12. Supply of information

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

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

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

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

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

13. Sampling

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

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

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

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

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

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

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

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

14.5 **You** must maintain records of particulars and dates of cleaning and **maintaining** all apparatus, plant and equipment described in schedule 5 and particulars, dates and method of disposal of **trade waste residue** from such apparatus, plant and equipment.

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

15. Variation and renewal of consent

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

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

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

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

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

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

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

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

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

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

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

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

16. Disposal of trade waste residue

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

17. Disposal of grease trap wastes

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

18. This consent comprises all applicable terms and conditions

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

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

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

19. No transfer or assignment

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

20. Termination of consent by customer

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

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

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

21. Notices and communications

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

21.2 For the purposes of clause 21.1, a notice or communication may be:

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

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

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

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

22. Miscellaneous

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

23. Entire consent

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

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

Contact us

13 20 92

sydneywater.com.au

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