

**008891V**

**SEVERN TRENT WATER LIMITED**

**-and-**

**TM TELFORD DAIRY LIMITED**

**AGREEMENT**

**Agreement for the discharge of trade effluent to the public foul water sewer  
made between**

TM Telford Dairy Limited  
Tern Valley Business Park  
Shrewsbury Road  
Market Drayton Shropshire  
TF9 3SQ  
Hereinafter called "the Company"

Severn Trent Water Limited  
Severn Trent Centre  
2 St Johns Street  
Coventry  
CV1 2LZ  
Hereinafter called "STW"

STW is a Sewerage Undertaker under the provisions of the Water Industry Act 1991 and is empowered to enter into this Agreement under the provisions of Section 129 of the said Act.

The Company owns and occupies premises at **TM Telford Dairy Limited, Donnington Wood Business Park, Granville Road, Telford, TF2 7GJ** hereinafter called "the premises" where it operates the trade of **Dairy Products Manufacture**.

STW subject to the Company complying with the terms and conditions of this Agreement hereby permits the discharge of trade effluent specified below and produced by the Company at the said premises.

This agreement replaces any earlier consents, directions or agreements to discharge trade effluent from the said premises

- |                                    |  |
|------------------------------------|--|
| <b>Sewer Affected</b>              | 1. The public sewer into which the trade effluent may be discharged is the foul water sewer situated in <b>Redhill Way</b> hereinafter called "the sewer"  |
| <b>Nature or Composition</b>       | 2. The trade effluent to be discharged shall consist solely of waste waters derived from <b>cleaning tanks, pipelines and filling machines, potential spills, flushing between product runs</b> hereinafter called the "trade effluent"  |
| <b>Maximum volume</b>              | 3. The maximum volume of the trade effluent to be discharged in any continuous period of 24 hours shall not exceed <b>1296</b> cubic metres.   |
| <b>Maximum rate</b>                | 4. The highest rate at which the trade effluent may be discharged shall not exceed <b>15</b> litres per second.  |
| <b>Period of discharge</b>         | 5. The trade effluent shall only be discharged into the public sewer between <b>00:00</b> and <b>23:59</b> hours.  |
| <b>Conditions of the Discharge</b> | 6. a. All the trade effluent discharged by the Company into the said sewer shall comply with the conditions and limits set out in Appendix I and II hereto and shall not exceed the limits therein contained nor contain any substances or properties not listed in the aforesaid Appendix I except with the prior written permission of STW which shall not be unreasonably withheld or delayed.<br><br>b. The trade effluent to be discharged shall not contain any special category effluent (as defined in Section 138 of the Water Industry Act 1991) in a concentration greater than background concentration (as defined in the Trade Effluents (Prescribed Processes and Substances) Regulations 1989).<br><br>c. Where the trade effluent derives from a prescribed process mentioned in Schedule 2 to the Trade Effluents (Prescribed Processes and Substances) Regulations 1989, it shall not contain asbestos (as defined in the said Regulations) and chloroform in a concentration greater than the background concentration (as defined in the said Regulations); |

<b>Inspection chamber</b>	7. An inspection chamber or manhole shall be provided and maintained in connection with each pipe through which the trade effluent is to be discharged into the public sewer and such inspection chamber or manhole shall be so constructed and maintained as to enable a person to readily obtain samples at any time of the trade effluent so discharged.
<b>Quality and volume measurement</b>	<p>8. a. Apparatus adequate for measuring and automatically recording the volume, rate and composition of the trade effluent so discharged shall be provided with every such pipe and such measurement apparatus shall be maintained and tested to the satisfaction of the STW.</p> <p>b. If the measuring and recording apparatus ceases to record or is suspected of not measuring correctly then STW shall have the right to make estimates of the volume and composition of the trade effluent until such time as the said apparatus is again operating to the satisfaction of STW</p> <p>c. The foregoing provisions of this condition shall be of no effect so long as there is provided and maintained to the satisfaction of STW some other method approved by STW of sampling the trade effluent or determining, measuring and recording the volume and composition of the trade effluent so discharged.</p> <p>d. Records of the volume and composition of the trade effluent discharged into the sewer shall be kept available at all times for inspection by any authorised representative of STW and copies of such records shall be sent to STW on demand.</p>
<b>Period of the Agreement</b>	9. This Agreement and the Company's entitlement to discharge the trade effluent will continue for a period of <b>2</b> years from the date hereof. The effluxion of such period shall be unaffected by any period of suspension of this Agreement
<b>Assignment</b>	10. The Company shall not assign or otherwise part with its obligations or the benefits of this Agreement except with the prior written consent of STW.
<b>Extension</b>	11. STW may at any time by notice in writing upon application of the Company extend the period of operation of this Agreement subject to review (including amendment addition or deletion) of the terms and conditions hereof for a further specified period. The terms and conditions hereof shall apply to any such period of extension subject to any variation thereof notified in writing by STW to the Company
<b>Payment</b>	<p>12. Payment shall be made to the Waste Water Retailer for the reception, treatment and disposal of the trade effluent discharged into the public foul water sewer.</p> <p>All sums payable to the Waste Water Retailer under this condition shall become due and payable on demand.</p>
<b>Law of England</b>	13. This Agreement shall be governed by and construed in accordance with the law of England. The Contracts (Rights of Third Parties) Act 1999 is not intended to apply to this Agreement.

**\*IN WITNESS** whereof the parties hereto have hereunto affixed their respective common seals the day and year first before written

**\*\*IN WITNESS** whereof the parties hereto have hereunto affixed their respective common seal and TWO Authorized Signatories the day and year first before written

**THE COMMON SEAL** of  
**SEVERN TRENT WATER LIMITED**  
was hereunto affixed  
in the presence of:-

)  
)  
)  
)  
Authorized Signatory

Print name.....

**\*THE COMMON SEAL** of  
**TM TELFORD DAIRY LIMITED**  
was hereunto affixed  
in the presence of:-

)  
)  
)  
)  
Authorized Signatory - Mandatory

Print name .....

IMPORTANT: If NO company seal available, a **second** signature is mandatory:

**\*\*COMPANY SEAL NOT AVAILABLE**  
**TM TELFORD DAIRY LIMITED**  
acting by the power of two Directors

)  
)  
)  
)  
Second Authorized Signatory (Director/Secretary)

Print name.....

## APPENDIX I

### QUALITY CONDITIONS

1. The temperature of the trade effluent shall not exceed 43 degrees C (110 degrees F).
2. The pH value of the trade effluent shall not be less than 6 nor greater than 11 in the recognised scale.
3. The total of Suspended Solids in the trade effluent shall not exceed 700 milligrams per litre.
4. The total of Phosphorus in the trade effluent shall not exceed 25 milligrams per litre expressed as Phosphorus (P).
5. The Chemical Oxygen Demand from acidified dichromate (C.O.D.) of the trade effluent shall not exceed 4000 milligrams per litre expressed as O.
6. The highest rate at which the trade effluent may be discharged shall not exceed 15 litres per second
7. The maximum volume of trade effluent to be discharged in any continuous period of 24 hours shall not exceed 1296 cubic metres
8. The maximum Chemical Oxygen Demand load in the trade effluent to be discharged during any period of 24 hours shall not exceed 3630 kilograms, the load being the product of the volume and the Chemical Oxygen Demand from acidified dichromate of the trade effluent discharged during that 24 hour period, determined on the basis of a settled sample.
9. The total of Ammoniacal Nitrogen in the trade effluent shall not exceed 50 milligrams per litre expressed as N.
10. The total of Sulphides in the trade effluent shall not exceed 1 milligram per litre expressed as S.
11. The total of Soluble Sulphates in the trade effluent shall not exceed 1000 milligrams per litre expressed as SO<sub>4</sub>.
12. The trade effluent shall not contain any substance or substances which either alone, or in combination with any matter in any sewers or receiving sewage treatment works vested in and/or under the control of Severn Trent Water Limited, would give rise to obnoxious, poisonous or inflammable gases, or otherwise a statutory nuisance as defined by the Environmental Protection Act 1990 in such sewers or works, would be deleterious to such sewers or to the processes in use at such works or to the disposal of effluents and sludges produced by such works.

A shaken sample is to be used except for C.O.D., where the sample shall be supernatant after 1 hour settlement.

## APPENDIX II

### 1 Quality and Volume Measurement

#### Quality measurement

There shall be provided a flow proportional automatic liquid sampler coupled to the flow recorder, which should be positioned so that it will collect a representative sample, free from domestic sewage, rain water, and uncontaminated surface water. The sampler must be designed to provide STW with a 24 hour composite flow proportional sample, the sample bottles being changed daily by the Company, and retained for a further 24 hours. The samples obtained must be made available at any time to a representative of STW

#### Sampling point

To enable a representative sample of trade effluent to be taken a suitable sampling point shall be provided to the satisfaction of STW at a point marked SAMPLING POINT as shown on the Plan No. **008891V** hereto.

The Sampling Point is located at the **final sump in bunded Dissolved Air Flotation (DAF) Plant area**

Safe access to and exit from this point for inspection and monitoring purposes by authorised representatives of STW shall be provided.

#### Volume measurement

There shall be provided a continuously integrating flow recorder which shall record in litres per second and integrate in cubic metres. The volume measured shall be that of the trade effluent excluding domestic sewage, rainwater and uncontaminated surface water. The instrument must be fitted with a recording chart or other data logging device acceptable to STW and the data so recorded must be kept readily available for on-site examination by STW staff.

There shall be provided a supply of water capable of being discharged through the flow recorder at the maximum rate of discharge of the trade effluent and measured by a conventional water supply meter to enable the accuracy of the flow recorder to be checked when required by STW, or other such calibration check as agreed with and to the satisfaction of STW.

### 2 Spillages

In the event of any spillage at the said premises which is likely to enter a public sewer otherwise than in compliance with the terms of this Agreement the Company shall forthwith take all reasonably practicable steps to prevent such entry and shall forthwith notify STW by telephone on 0800 783 4444.

### 3 Suspension and Termination

If at any time the Company shall fail to comply with or be in breach of any term or condition of this Agreement STW may serve on the Company written Notice requiring the Company immediately to take such steps as may be necessary to comply with the terms and conditions of this Agreement.

If the Company fails to comply with the Notice STW shall be entitled to suspend this Agreement for such period as STW reasonably considers necessary for completion by the Company of the steps required to be taken.

If at expiry of a period of suspension the Company has not taken the specified steps and would continue to fail to comply with or would continue to be in breach of any term or condition of this Agreement if the discharge of trade effluent to the sewer were to resume, STW shall be

entitled entirely within its discretion to terminate this Agreement by Notice to the Company, such Notice to be effective forthwith but without prejudice to rights of either party arising prior to such termination

If at any time or times STW for its own operational reasons determines that the operation of this Agreement shall be suspended STW may notify the Company in writing stating the period or periods during which the operation of this Agreement is to be suspended and the Company shall forthwith upon commencement of any such period of suspension cease to discharge the trade effluent to the said sewer provided always that this power shall not be exercised by STW unreasonably and neither shall the exercise of this power give to the Company any right or claim against STW which would not otherwise have arisen.

#### **4. No Restriction**

No provision of this Agreement shall exclude or restrict the right or power of STW to take proceedings for contravention of any provision contained in the Water Industry Act 1991 or any statutory modification or re-enactment thereof or any right or power under any other statute or common law.

#### **5. Disputes**

In the event that the parties hereto are unable to resolve a dispute arising under the terms hereof such dispute shall (save for a dispute relating to sums payable by the Company to STW pursuant to Clause 12 hereof) to be referred to an arbitrator (whose decision shall be binding upon the parties) appointed by agreement of the parties or in default of agreement by the President of the Chartered Institution of Water and Environmental Management nominated by either of the parties in the event that agreement cannot be reached.

#### **6. Notices**

Any Notice required to be given by STW hereunder shall (unless stated otherwise within this Agreement) be given to the Company by first class post addressed to the Company's registered office aforesaid, or by the Company to STW by first class post addressed to Severn Trent Water Limited, Severn Trent Centre, 2 St Johns Street, Coventry, CV1 2LZ or such other address as STW may from time to time specify or in either case by delivery personally to the respective aforesaid address.

#### **7. Restriction of Notified Constituents**

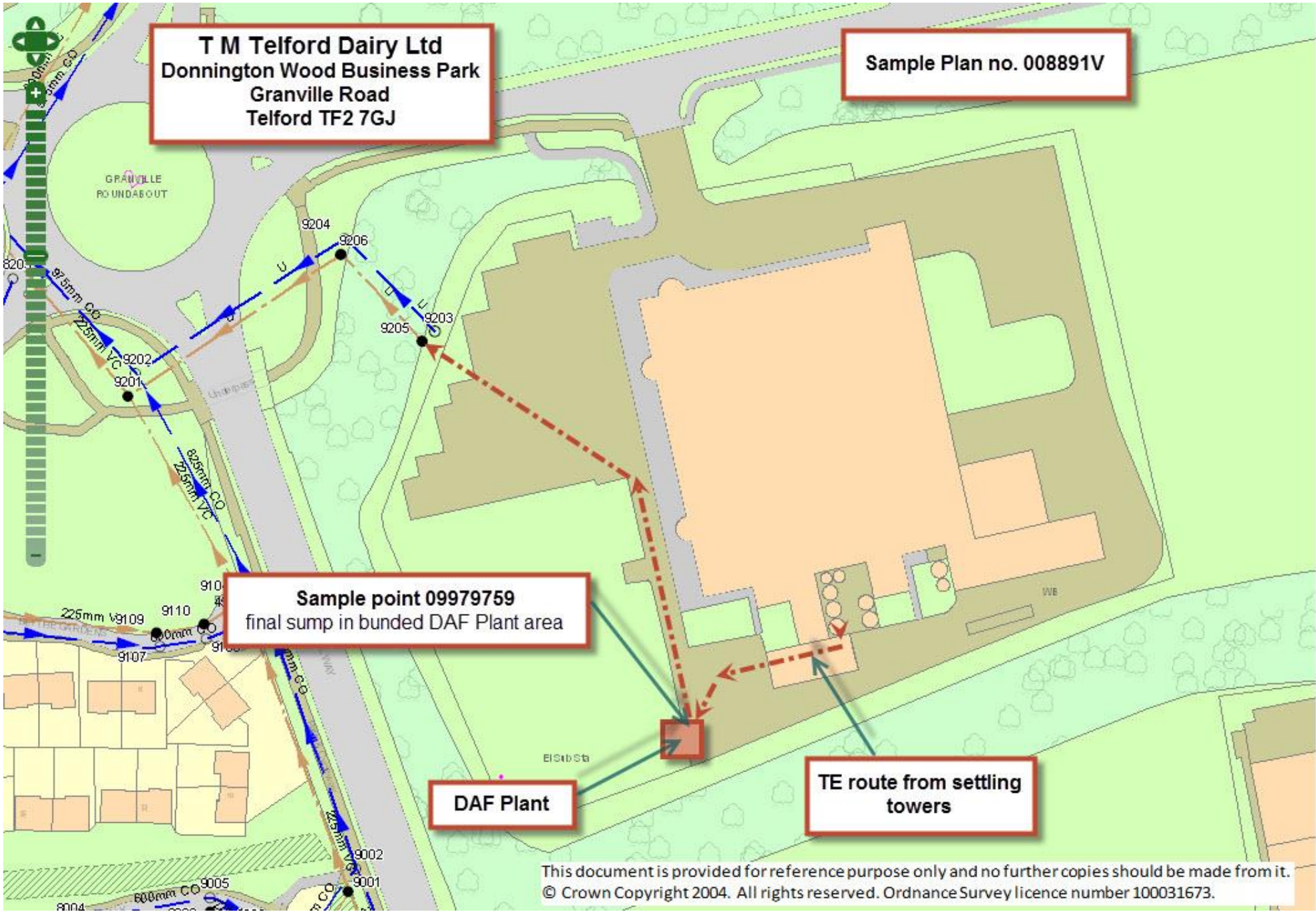
There shall be eliminated from the trade effluent before it is discharged to the sewer any matter which for any operational or environmental reason may be notified in writing to the Company by the Sewerage Undertaker.

#### **8. Financial Arrangements**

- i) The Company shall pay charges to the Waste Water Retailer in respect of services, rights and facilities made available under this Agreement.
- ii) Where applicable, an additional nitrification charge shall be paid to the Waste Water Retailer and such charges shall be calculated in accordance with the formula specified in Appendix IV.

**T M Telford Dairy Ltd**  
Donnington Wood Business Park  
Granville Road  
Telford TF2 7GJ

**Sample Plan no. 008891V**



**Sample point 09979759**  
final sump in bundled DAF Plant area

**DAF Plant**

**TE route from settling towers**

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## APPENDIX III

### TRADE EFFLUENT CHARGE CALCULATION

The payment to be made by the occupier of the premises from which the trade effluent is discharged for the whole or any part of any period of twelve calendar months commencing on 1 April in any year shall be calculated as follows:

1. The volume of trade effluent discharged in cubic metres multiplied by C, where

$$C = R + V + \frac{O_t}{O_s} \times B + \frac{S_t}{S_s} \times S$$

**C** = Total charge per cubic metre of trade effluent.

**R** = One third of the amount determined by the Sewerage Undertaker as the average cost to the Sewerage Undertaker for the year of charge of receiving into its sewers (other than those used solely for surface water) and conveying one cubic metre of sewage to the Sewerage Undertaker's sewage treatment works.

**V** = The amount determined by the Sewerage Undertaker as the average cost for the year of charge of primary treatment and other volumetric treatment costs in the treatment of one cubic metre of sewage at the Sewerage Undertaker's sewage treatment works.

**O<sub>t</sub>** = The Chemical Oxygen Demand (COD) of the trade effluent in milligrams per litre (mg/l) after one hour quiescent settlement.

**O<sub>s</sub>** = The estimated average Chemical Oxygen Demand (COD) of settled sewage in milligrams per litre (mg/l) at the Sewerage Undertaker's works as determined by the Sewerage Undertaker for the purposes of the year of charge.

**B** = The amount determined by the Sewerage Undertaker as the average cost to the Sewerage Undertaker for the year of charge of biological treatment of one cubic metre of sewage at the Sewerage Undertaker's sewage treatment works.

**S<sub>t</sub>** = The total suspended solids in the trade effluent in milligrams per litre (mg/l) at the pH of the trade effluent.

**S<sub>s</sub>** = The estimated average amount of suspended solids in milligrams per litre (mg/l) determined on a shaken sample, in sewage received for treatment at the Sewerage Undertaker's works as determined by the Sewerage Undertaker for the purposes of the year of charge.

**S** = The amount determined by the Sewerage Undertaker as the average cost to the Sewerage Undertaker for the year of charge, of primary sludge treatment and disposal of one cubic metre of sewage at the Sewerage Undertaker's sewage treatment works.

2. The factors in the above formula, on which the Sewerage Undertaker's trade effluent charges are based, are shown in the Scheme of Charges, which is published annually. It is available to view on the Severn Trent Water website [www.stwater.co.uk](http://www.stwater.co.uk)

3. Minimum charge for small volumes:

Where the product of the volume of trade effluent in cubic metres and the unit charge calculated from the above formula is less than the minimum charge determined by the Sewerage Undertaker for the year of charge, then that minimum charge shall be paid.

## **APPENDIX IV**

### **NITRIFICATION CHARGE CALCULATION**

This is for effluents controlled by an Agreement where the average ammonia concentration is greater than 5% of the average settled COD concentration.

Where the average ammonia concentration exceeds 5% of the average settled COD concentration, a revised Chargeable COD value ( $O_t$ ) will be used in the standard trade effluent charge calculation (Appendix III). This revised  $O_t$  value will be calculated as follows:

$$\text{Chargeable COD } (O_t) = \text{average COD} + 4.57(\text{Nt} - 5\% \text{ average COD})$$

**Nt** = The average total ammoniacal nitrogen concentration in milligrams per litre (mg/l) of the trade effluent determined on a sample or samples, expressed as Nitrogen

## APPENDIX V

### OFFENCES

#### Water Industry Act 1991

Your attention is drawn to the provisions of the following Sections:-

Section 118 of the Water Industry Act 1991, which provides inter alia that if any trade effluent is discharged without consent the occupier of the premises shall be guilty of an offence and liable on summary conviction to a fine not exceeding the statutory maximum and on conviction on indictment, to a fine

Section 111 of the Water Industry Act 1991, the effect of which is given here below, in relation to a discharge of trade effluent which may not comply with either the description stated by the occupier in the trade effluent notice or with any condition in a consent or direction issued under the Act:-

1. No person shall throw, empty or turn, or suffer or permit to be thrown or emptied or to pass, into any public sewer, or into any drain or sewer communicating with a public sewer:
  - (a) Any matter likely to injure the sewer or drain, or to interfere with the free flow of its contents, or to affect prejudicially the treatment and disposal of its contents; or
  - (b) Any chemical refuse or waste steam, or any liquid of a temperature higher than one hundred and ten degrees Fahrenheit, being refuse or steam which, or a liquid which when so heated, is, either alone or in combination with the contents of the sewer or drain, dangerous, or the cause of a nuisance, or prejudicial to health; or
  - (c) Any petroleum spirit, or carbide of calcium.
2. A person who contravenes any of the provisions of this Section shall be liable:
  - (a) On summary conviction to a fine not exceeding the Statutory maximum and to a further fine not exceeding £50 for each day on which the offence continues after conviction;
  - (b) On conviction on indictment, to imprisonment for a term not exceeding two years or a fine or both.
3. In respect of the imposition of a daily penalty;
  - (a) the Court may fix a reasonable date from the date of conviction for compliance with any directions given by the Court; and
  - (b) where a Court has fixed such a period, the daily penalty shall not be imposed in respect of any day before the end of that period.
4. In this section the expression "petroleum spirit" means any such:
  - (a) Crude petroleum
  - (b) Oil made from petroleum, or from coal, shale, peat or other bituminous substances; or
  - (c) Product of petroleum or mixture containing petroleum, as, when tested in the manner prescribed by or under the Petroleum (Consolidation) Act, 1928, gives off an inflammable vapour at a temperature of less than seventy three degrees Fahrenheit.