



CONSENT NUMBER: T1608

WATER INDUSTRY ACT 1991

WATER ACT 2003

ENVIRONMENTAL PROTECTION ACT 1990

ENVIRONMENT ACT 1995

THE POLLUTION PREVENTION AND CONTROL ACT 1999

CONSENT TO THE DISCHARGE OF TRADE EFFLUENT

WHEREAS RAPIER ENERGY LIMITED (the "Trader") whose registered office is at 70 Northburn Road, Coatbridge, ML5 2HY and whose registered company number is 314151 being the occupier of the trade premises at New Road, off Haverton Hill Road, Billingham, TS23 1QP (the "Trade Premises") and by an application dated 26 January 2007 (the "Application") has applied to **NORTHUMBRIAN WATER LIMITED** (the "Company") for consent to discharge trade effluent from the Trade Premises into the Company's sewers

AND WHEREAS the Environment Agency ("EA"), or such other body carrying out its functions, may issue authorisation ("EA Authorisation") with regard to a prescribed process designated for central control under Part I of the Environmental Protection Act 1990 ("EPA 1990") or may issue a permit ("IPPC Permit") with regard to an industrial site under The Pollution Prevention and Control Regulations 2000 (SI 2000 No: 1973) thereby setting out particular conditions with regard to part, or all, of the trade effluent discharged from the Trade Premises

NOW THEREFORE in the exercise of the powers conferred upon it by the Water Industry Act 1991 and any Act amending or replacing the same the Company **HEREBY CONSENTS** to the discharge of the trade effluent by the Trader into its sewers **SUBJECT TO THE FOLLOWING CONDITIONS.**

1. EA AUTHORISATION

This Consent is always subject to the provisions of any EA Authorisation or IPPC Permit in force from time to time in respect of prescribed processes (as defined in the EPA 1990) carried out at the Trade Premises. In the event of any conflict between the provisions of this Consent and the provisions of the said EA Authorisation(s) or IPPC Permit the more stringent requirement shall prevail.



2. NATURE AND COMPOSITION

The trade effluent discharged under this Consent shall be waste water containing those constituents specified in Clause 8 of the Application insofar as the discharge of those constituents does not breach Clauses 7 to 11 of this Consent.

3. POINT OF DISCHARGE

The sewer into which the trade effluent may be discharged is the Company's public foul sewer situated in New Road at the point shown more particularly in the plan attached hereto. No change shall be made in the location of the discharge point without the prior written consent of the Company.

4. CHANGE IN CIRCUMSTANCE

The Trader shall give to the Company two months' notice in writing of any changes or proposed changes in manufacturing process, raw materials, pre-treatment of the trade effluent or any other circumstances likely to alter the nature or composition of the trade effluent and of any circumstances resulting or likely to result in a cessation of the discharge. Any such changes will be a change of circumstances for the purposes of Section 125 (2) of the Act.

One of the circumstances that constitutes a significant change in the nature of the trade effluent will be a change in the ratio of the Total Chemical Oxygen Demand to the Total 5 day Biochemical Oxygen Demand (ATU modification) of the trade effluent. In such a circumstance the Company will be entitled to issue a variation of the conditions of this Consent in accordance with Sections 124 and 125 of the Act.

5. CHANGE OF NAME *etc*

5.1 The Trader shall notify the Company in writing within twenty one (21) days of any change to the name or address of the owner or occupier of the Trade Premises.

5.2 Where there is a change of occupier, this Consent is automatically discharged: the new occupier must serve an application upon the Company for consent to discharge.

6. CONNECTIONS

No connections shall be made to the Company's sewer system without the prior written approval of the Company and all such connections shall be constructed and maintained to the satisfaction of the Company at the expense of the Trader.



7. **MAXIMUM QUANTITY OF DISCHARGE**

The maximum amount of the trade effluent discharged during any one period of 24 hours shall not exceed two hundred (200) cubic metres, except where no trade effluent is discharged by the Trader from the Trade Premises for a period of six months when Clause 16 of this Consent applies.

8. **MAXIMUM RATE OF DISCHARGE**

The maximum rate at which the trade effluent may be discharged shall not exceed ten (10) litres per second.

9. **TEMPERATURE**

No trade effluent shall be discharged which has a temperature higher than 43 degrees Celsius.

10. **pH VALUE**

No trade effluent shall be discharged having a pH value of less than 6 or greater than 10.

11. **MATTERS TO BE ELIMINATED PRIOR TO DISCHARGE TO SEWER**

The following are strictly prohibited from entry to the Company's sewers and shall be eliminated from the trade effluent before it is discharged to the sewers of the Company:

- 11.1 Any special category effluent listed in Schedule 1 to The Trade Effluents (Prescribed Processes and Substances) Regulations 1989 (S.I.1156) or any other statutory instrument amending them (the "Regulations") insofar as they are in a concentration greater than the background concentration as defined in the Regulations (see Appendix): unless the discharge of prescribed substances is permitted by an EA Notice of Determination or IPPC Permit.
- 11.2 Any substance which is not special category effluent but which is within List I designated from time to time under provisions of EC Directive 76/464/EEC and in particular Articles 6 and 12 thereof, in so far as they are in a concentration greater than in water supplied to the Trade Premises for domestic uses (see Appendix): unless they are specifically authorised by an EA Authorisation or IPPC Permit or under section 11.6 below.
- 11.3 Any petroleum spirit or other solvent in mixture or in solution, at levels likely to cause a nuisance or produce flammable, harmful, or toxic vapours in the sewer system; or be dangerous to or cause injury to any person working in the sewer or at the sewage treatment works unless they are specifically authorised under section 11.6 below.



NORTHUMBRIAN WATER LIMITED

- 11.4 Any other constituent of the trade effluent specified in Clause 8 of the Application as that which is likely to injure or obstruct sewers, or to make the treatment or disposal of the sewage from those sewers specially difficult or expensive, unless they are specifically authorised under section 11.6 below.
- 11.5 Any living genetically modified organisms.
- 11.6 Any constituents excepting the following not exceeding the concentrations stated:-

Constituents	Limit (milligrams per litre)	When expressed as
Suspended solids dried at 105°C	500	-
Non-volatile matter extractable by 40/60 petroleum spirit	200	-
Total Chemical Oxygen Demand (Dichromate value)	5000	O ₂
Xylene	1	-
Toluene	0.2	-
Styrene	1	-
Benzene	0.075	-
Total Chromium	3	Cr
Total Copper	3	Cu
Total Lead	1	Pb
Total Zinc	3	Zn

The ratio of Total Chemical Oxygen Demand (Dichromate value) to 5 day Biochemical Oxygen Demand (ATU Modification) shall not exceed 3:1. In the event that this ratio is exceeded the Total Chemical Oxygen Demand shall not exceed 500mg/l as O₂.

The analytical method used to determine the concentration of the constituent in any sample shall be that method used from time to time by Northumbrian Water Limited's analyst or agent. The method will be a Standing Committee of Analysts or equivalent method, where "equivalent" relates to the same accuracy and precision.



12. PAYMENT

- 12.1 The Trader shall pay to the Company such charges for the reception, conveyance, treatment and disposal of the trade effluent in accordance with the Company's Charges Scheme in force from time to time and made in pursuance of section 143 Water Industry Act 1991 (or any subsequent amendment) and such charges shall be due and payable on demand and will include any additional expenses incurred or likely to be incurred by the Company in connection with the reception, conveyance, treatment and disposal of the Trader's trade effluent.
- 12.2 Where the Trader is in arrears of four weeks or more in payment of the charges specified above, this Consent may be terminated by the Company straightaway.

13. ENTRY AND SAMPLES

- 13.1 An inspection chamber or manhole shall be provided and maintained by the Trader in the position indicated on the plan attached hereto and shall be so constructed and maintained as to enable a person authorised by the Company readily to obtain samples at any reasonable time of the trade effluent so discharged.
- 13.2 The Trader shall permit duly authorised representatives of the Company to inspect examine and test at all reasonable times any works and apparatus installed in connection with the trade effluent and to take samples of the trade effluent.
- 13.3 The Trader shall ensure that no matter other than trade effluent shall pass through the inspection chamber or manhole.

14. MEASUREMENT AND DETERMINATION OF DISCHARGE

- 14.1 The Company requires the Trader to continuously record the volume of trade effluent discharged pursuant to this Consent. The Company requires the Trader to take one random sample of the trade effluent per week and have it analysed for the constituents listed in Section 11.6 and for Cadmium.
- 14.2 The Trader is required to forward to the Company the records of volume at the end of each month. The Trader is required to forward the results of analysis no later than 30 days after the date of sampling.
- 14.3 If the measuring and/or recording apparatus ceases to function correctly then the Company shall have the right to make estimates of the volume and composition of the trade effluent until such time as the apparatus is again operating to the satisfaction of the Company.



14.4 The Company and the Trader may from time to time agree alternative methods of complying with the foregoing provisions.

15. BREACH OF CONDITIONS OF CONSENT

The Trader shall notify the Company immediately by the quickest practicable means (usually by telephone) of any discharge from the Trade Premises which contravenes any of the provisions of this Consent. The initial notification shall be followed up by a written report which shall be submitted by the Trader to the Company within 7 working days setting out the nature of the breach, the circumstances that resulted in the breach and the action taken by the Trader.

16. EXPIRY

16.1 Unless otherwise agreed in writing by the Company where no trade effluent is discharged by the Trader from the Trade Premises for a period of six months the maximum amount of the trade effluent discharged during any one period of 24 hours shall be zero, *ie* this Consent will automatically expire. For this six month period of non-discharge the Trader will be charged the minimum amount on the trade effluent scale as provided by the Company's Charges Scheme in force from time to time.

16.2 If the Trader later wishes to resume the discharge after such six month period of non-discharge, a new application for a Consent must be served on the Company.

16.3 This Consent may be terminated at any time by agreement between the parties subject to a minimum of four weeks notice on either side.

16.4 This Consent will expire automatically on the grounds set out at section 5.2 above.

17. REFERENCE PURSUANT WATER INDUSTRY ACT 1991 PART IV CHAPTER III

17.1 Where any notice of determination or other document is issued by the Environment Agency pursuant to section 132 Water Industry Act 1991 (the "Notice") in respect of any part of the trade effluent discharge from the Trade Premises the terms and conditions of the Notice will be given effect by this Consent.

18. INTERPRETATION

Words and expressions to which meanings are assigned by the Environment Act 1995, the Environmental Protection Act 1990, the Water Industry Act 1991, Water Resources Act 1991, Water Consolidation (Consequential Provisions) Act 1991 (or any legislation amending or affecting the same) shall have the same meaning assigned to them when used in this Consent.



NORTHUMBRIAN WATER LIMITED

Dated this 6 March 2007

SIGNED: *David Allan*
TRADE EFFLUENT COMPLIANCE MANAGER
For and on behalf of Northumbrian Water Limited

NOTE: Your attention is drawn to Section 122 Water Industry Act 1991 which provides that any person aggrieved by any condition attached to this consent may appeal to The Water Services Regulation Authority.

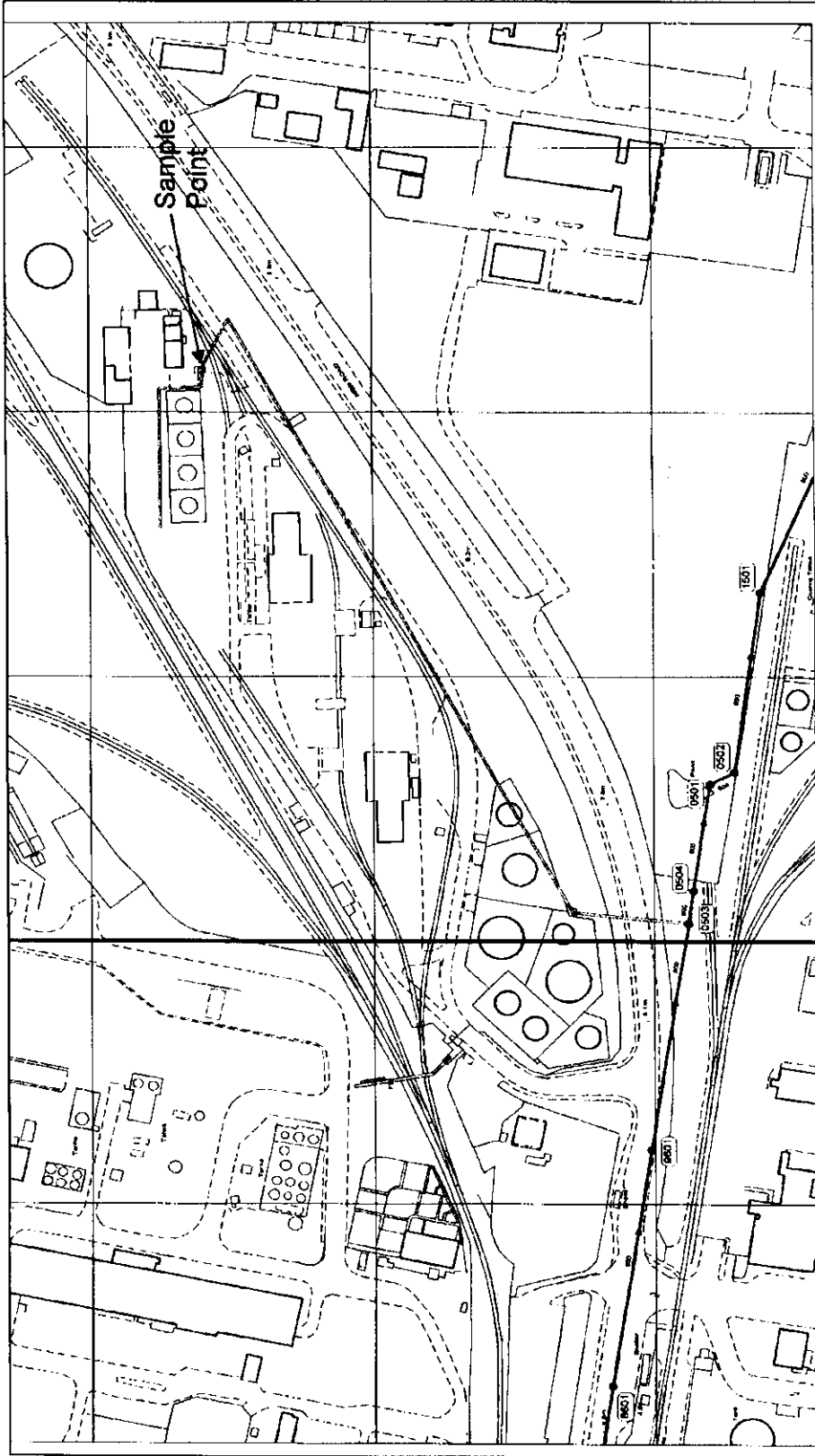
ADDRESS TO WHICH ALL COMMUNICATIONS SHOULD BE SENT:

D W Allan
Northumbrian Water Limited
Leat House
Pattinson Road
District 15, Washington
Tyne and Wear, NE38 8LB

Telephone: 0191 419 6547
Fax: 0191 419 6767

Attachments 1 Appendix
2 Drainage Plan

T1608 RAPIER ENERGY LTD



Private Drain

Combined Private Abandoned
Foil Highway Drain Manhole
Surface Water Rising Man Pumping Sta
Watercourse Backstop Adoption Agreement

Author : GLOWM Date : 01-03-2007
Title : Sheet : NZ471NW
Centre Point : 447078 S21688 Scale : Not to scale

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