



22nd December 2016



Severn Trent Water Limited
Commercial Waste
PO Box 51
Raynesway
Derby
DE21 7JA

The Company Secretary
Red Industries RM Limited
Borough House
Berkeley Court
Newcastle under Lyme
ST5 1TT
For the attention of Jon Clewes

Tel: 01332 683369
www.stwater.co.uk

Contact: Nikki Perkins
Direct line: 07500 915446
commercial.waste@severntrent.co.uk

Dear Sirs

Your ref:
Our ref: 008766v
Doc ref: Doc 2b

Water Industry Act 1991
Trade Effluent Agreement – Final Version

Please find enclosed your Agreement to discharge trade effluent.

The Agreement contains conditions designed to protect sewers, sewage treatment processes and the people working in these areas. These conditions apply at all times. They are also necessary to ensure that we meet our environmental obligations with regard to the discharge limits from our sewage treatment works set by the Environment Agency and for the safe disposal of sewage sludge without harm to the environment.

A number of appendices are attached to the Agreement:

- | | |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Appendix I | Lists the quality conditions. |
| Appendix II | Gives the requirements for quality and volume measurement and the sampling point. We should also be pleased if you would advise us of any particular health and safety requirements that staff should follow when visiting your premises. |
| Appendix III | Shows how the trade effluent charge is calculated. |
| Appendix IV | Explains the nitrification charge calculation. |
| Appendix V | Explains offences under the Water Industry Act 1991. |

You should by now have installed any required metering equipment. If not, this must be done within 1 calendar month of the date of this letter.

Please note your obligations under section 8 of your Agreement to discharge, to keep records of meter readings and discharge volumes.

Registered in England & Wales
Registration No. 2366686
Registered Office:
Severn Trent Centre,
2 St John's Street,
Coventry CV1 2LZ

The chargeable volumes for trade effluent and other used water will be determined as follows:

Trade effluent: **Flow Meter**

Other used water: **Headage x 25 litres x days in operation (based on 5 people on site)**

It is your responsibility to provide documented evidence to support any claims for allowances or non-returns.

Failure to provide any information or readings used for allowances will result in a 'zero' allowance being applied.

Any allowances agreed will be periodically reviewed to ensure that they still represent the current situation at your premises.

If you have any questions, please do not hesitate to contact me.

Yours faithfully

pp

Nikki Perkins
Commercial Waste Team

Enc

SEVERN

TRENT

Severn Trent Water Limited

Trade Effluent

West Service Road

Raynesway

Derby

DE21 7BE

Tel: 02477 716989

www.stwater.co.uk

Contact: Samantha Clowe

Direct line: 07796313583

trade.effluent@severntrent.co.uk

Your ref:

Our ref: 008766V

Doc ref: Doc 0

1 May 2020

The Company Secretary
Red Industries RM Limited
Borough House
Berkeley Court
Newcastle Under Lyme
ST5 1TT

For the attention of Michelle Purkiss

Dear Sirs

Water Industry Act 1991

Re: Trade Effluent Agreement 008766V

**Red Industries RM Limited, Walleys Quarry Landfill Site, Cemetery Road, Silverdale,
Newcastle Under Lyme ST5 6DH**

We refer to the Agreement to discharge trade effluent specified above and your recent request to vary the Quality Conditions therein.

Severn Trent Water Limited hereby gives notice that the Quality Conditions contained in Appendix 1 have been amended as follows:

The Chemical Oxygen Demand from acidified dichromate (C.O.D.) of the trade effluent shall not exceed 5000 milligrams per litre expressed as O

All other terms and conditions shall remain unaltered.

If you have any queries or wish to discuss this matter further please contact us either by post, telephone or email via the details shown above.

Yours faithfully



M Needham
Trade Effluent Lead

008766V

SEVERN TRENT WATER LIMITED

-and-

RED INDUSTRIES RM LIMITED

AGREEMENT

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

Red Industries RM Limited
Borough House
Berkeley Court
Newcastle Under Lyme
ST5 1TT
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 **Red Industries RM Limited, Walleys Quarry Landfill Site, Cemetery Road, Silverdale, Newcastle Under Lyme, ST5 6DH** hereinafter called "the premises" where it operates the trade of **Landfill Site**.

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


- | | |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sewer Affected | 1. The public sewer into which the trade effluent may be discharged is the foul water sewer situated in Cemetery Road hereinafter called "the sewer" |
| Nature or Composition | 2. The trade effluent to be discharged shall consist solely of waste waters derived from leaching of contaminants from waste which is deemed for the purposes of this Agreement to fall within the definition of trade effluent contained in Section 141 of the Water Industry Act 1991 hereinafter called the "trade effluent" |
| Maximum volume | 3. The maximum volume of the trade effluent to be discharged in any continuous period of 24 hours shall not exceed 100 cubic metres. |
| Maximum rate | 4. The highest rate at which the trade effluent may be discharged shall not exceed 3.5 litres per second. |
| Period of discharge | 5. The trade effluent shall only be discharged into the public sewer between 00:00 and 23:59 hours. |
| Conditions of the Discharge | 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.
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).
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); |

- Inspection chamber** 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.
- Quality and volume measurement** 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.
- 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
- 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.
- 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.
- Period of the Agreement** 9. This Agreement and the Company's entitlement to discharge the trade effluent will continue for a period of **5** years from the date hereof. The effluxion of such period shall be unaffected by any period of suspension of this Agreement
- Assignment** 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.
- Extension** 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
- Payment** 12. Payment shall be made to STW for the reception, treatment and disposal of the trade effluent discharged into the public foul water sewer in accordance with STW's Scheme of Charges in force from time to time.
- All sums payable to STW under this condition shall become due and payable on demand.
- Law of England** 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... H. WOODALL-PALMER

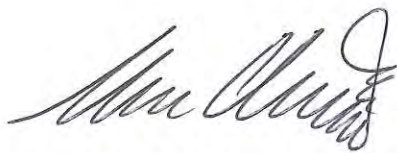
***THE COMMON SEAL of
RED INDUSTRIES RM LIMITED**
was hereunto affixed
in the presence of:-

)
) 
)
)
)
Authorized Signatory - Mandatory

Print name J. M. CLWORTH

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

****COMPANY SEAL NOT AVAILABLE
RED INDUSTRIES RM LIMITED**
acting by the power of two Directors

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

Print name... A. CLARKE

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 12 in the recognised scale.
3. The total of Suspended Solids in the trade effluent shall not exceed 550 milligrams per litre.
4. The Chemical Oxygen Demand from acidified dichromate (C.O.D.) of the trade effluent shall not exceed 3500 milligrams per litre expressed as O.
5. The highest rate at which the trade effluent may be discharged shall not exceed 3.5 litres per second
6. The maximum volume of trade effluent to be discharged in any continuous period of 24 hours shall not exceed 100 cubic metres
7. The total of Chromium in the trade effluent shall not exceed 1 milligram per litre.
8. The total of Copper in the trade effluent shall not exceed 5 milligrams per litre.
9. The total of Lead in the trade effluent shall not exceed 2 milligrams per litre.
10. The total of Nickel in the trade effluent shall not exceed 1 milligram per litre.
11. The total of Zinc in the trade effluent shall not exceed 5 milligrams per litre.
12. The total of Ammoniacal Nitrogen in the trade effluent shall not exceed 150 milligrams per litre expressed as N.
13. The maximum Ammonia load in the trade effluent to be discharged during any period of 24 hours shall not exceed 8.5 kilograms, the load being the product of the volume and the Ammonia concentration of the trade effluent discharged during that 24 hour period.
14. The amount of Soluble Methane in the trade effluent shall not exceed 0.14 milligrams per litre expressed as CH₄.
15. The total of Phosphorus in the trade effluent shall not exceed 25 milligrams per litre expressed as Phosphorus (P).
16. The total of Soluble Sulphates in the trade effluent shall not exceed 1000 milligrams per litre expressed as SO₄.
17. The total of Sulphides in the trade effluent shall not exceed 1 milligram per litre expressed as S.
18. The level of 2,4 D P (4-(2,4-dichlorophenoxy) propanoic acid) in the trade effluent shall not exceed 3 micrograms per litre.
19. The level of Mecoprop (MCP) in the trade effluent shall not exceed 25 micrograms per litre.
20. The concentration of 2,4 D-B (4-(2,4-dichlorophenoxy) butyric acid) in the trade effluent shall not exceed 3 micrograms per litre.

21. The trade effluent shall not include any constituent or combination of constituents which, when tested at a dilution of one in two hundred (1 in 200), causes inhibition of nitrification of greater than 20 per cent.
22. 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.
23. The trade effluent shall be free from physically separable oil.
24. The trade effluent shall not contain any halogenated hydrocarbons.
25. The trade effluent shall not contain any halogenated phenols.

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

N/A

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. **008766V/00** hereto.

The Sampling / Inspection Point = Pipe off the sample tap

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.

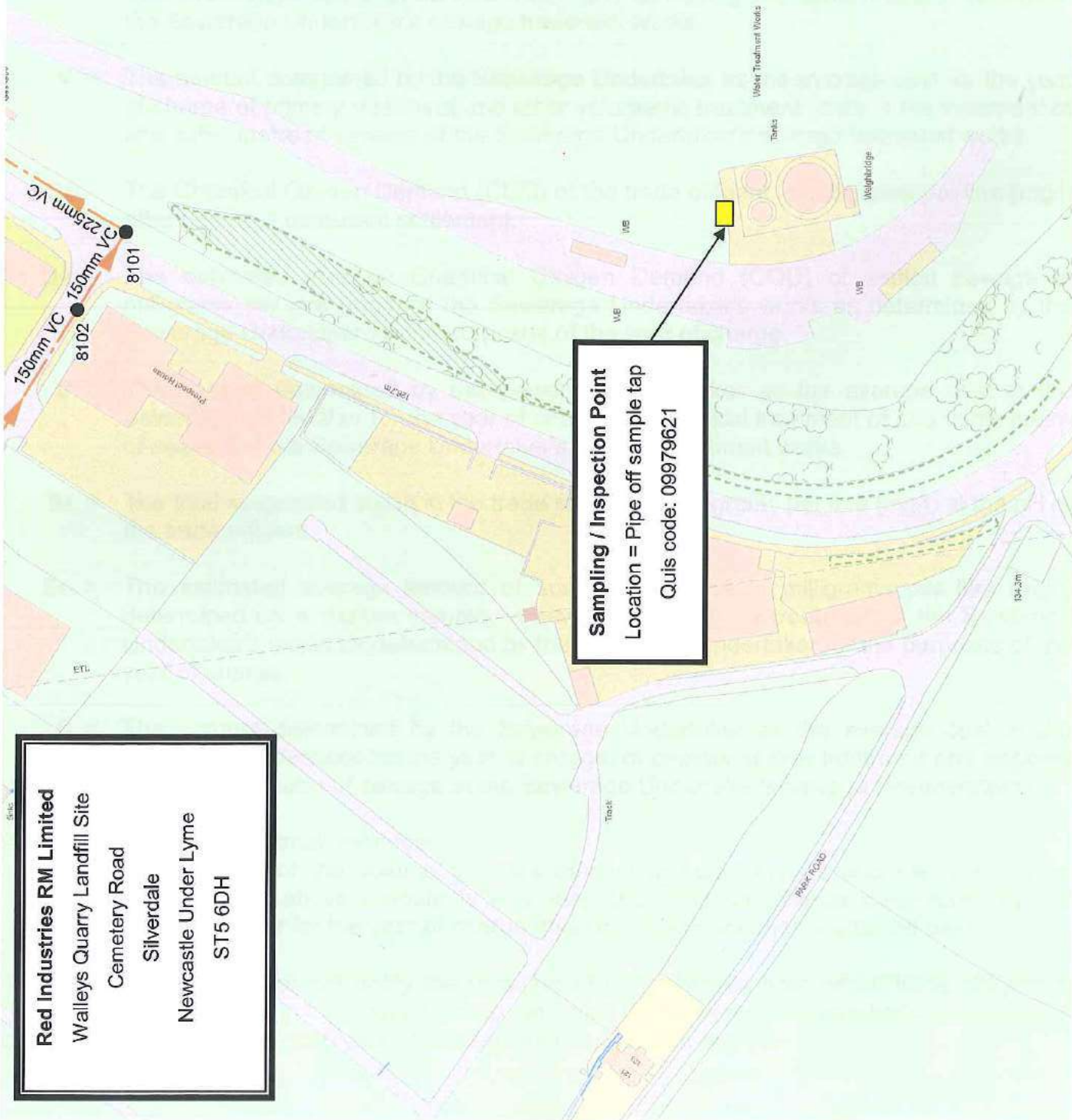
7. Restriction of Notified Constituents

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 to STW in respect of services rights and facilities made available under this Agreement such sums on demand as shall represent the costs of sampling analysing receiving conveying treating and disposing of the Effluent together with any other costs to STW resulting from the acceptance of the trade effluent provided that the sums payable in respect of reception conveyance treatment and disposal shall be the charges published by STW as part of its Charges Scheme from time to time in force.
- ii) Where applicable, an additional nitrification charge shall be paid to STW and such charges shall be calculated in accordance with the formula specified in Appendix IV.

Sample Point Plan
Plan No: 08766V/00



Sampling / Inspection Point
Location = Pipe off sample tap
Quis code: 09979621

Red Industries RM Limited
Walleys Quarry Landfill Site
Cemetery Road
Silverdale
Newcastle Under Lyme
ST5 6DH

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_t = The Chemical Oxygen Demand (COD) of the trade effluent in milligrams per litre (mg/l) after one hour quiescent settlement.

O_s = 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_t = The total suspended solids in the trade effluent in milligrams per litre (mg/l) at the pH of the trade effluent.

S_s = 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. 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.

The Sewerage Undertaker will notify the occupier of the premises from which trade effluent is discharged of the factors in the above formula, on which the Sewerage Undertaker's trade effluent charges will be based for each year of charge, prior to 1 April in any year.

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:

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

N_t = 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.