

Gippsland Water

- and -

Hazelwood Power Corporation Limited

WATER SERVICES AGREEMENT

CENTRAL GIPPSLAND REGION WATER AUTHORITY
("Gippsland Water")

- and -

HAZELWOOD POWER CORPORATION LTD
("The Company")

WATER SERVICES AGREEMENT

Contains Data for
Postscript Only.

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CONTENTS

	Page
RECITALS/BACKGROUND:	1
OPERATIVE PART OF AGREEMENT	1
Water Supply	3
Reduction in Future Water Consumption	4
Wastewater Disposal	4
Charges and Invoicing	5
Measuring of Flows & Maintenance of Meters	8
Term of Agreement	9
Cessation of Water Supply	9
Cessation of Wastewater Discharge	9
Liability	10
Wastewater Quality	10
Obligations	10
Notification of Breach	11
Restricting Water Supply and Acceptance of Wastewater	11
Assignment	12
Termination	12
Entitlement on Termination	14
Settlement of Disputes	15
General Provisions	15
Waiver	16
Notices	16
Amendments or Variations	16
Validity	16
Governing Law	16
Record of Agreement	17
Schedule 1 - Water Supply & Wastewater Rates	18
Schedule 2 - Water and Wastewater Charges	19
Schedule 3a - Plan Detailing Untreated Water Acceptance Points	20
Schedule 3b - Plan Detailing Wastewater Acceptance Points	21
Schedule 4 - Category 1&2 Trade Waste Quality Limits	22

WATER SERVICES AGREEMENT

This Agreement made the 29 day of July, 1996

BETWEEN:

GIPPSLAND WATER CENTRAL GIPPSLAND REGION WATER AUTHORITY
of Hazelwood Road, Traralgon, Victoria

and

THE COMPANY HAZELWOOD POWER CORPORATION
of Commercial Road, Morwell, Victoria

RECITALS/BACKGROUND:

- A. The Company operates the Hazelwood Power Station in the Latrobe Valley, Victoria.
- B. The Company has requested Gippsland Water to supply water and to accept and dispose of Wastewater from the Power Station.
- C. Gippsland Water has agreed to supply water and accept and dispose of Wastewater from the Power Station on the terms set out in this Agreement.

OPERATIVE PART OF AGREEMENT

1 In this Agreement the terms and words shall have the following meaning unless otherwise indicated, either expressly or by their context.

1.1 "Act" means the Water Act 1989.

- 1.2 "Acceptance Point for Water Supply" means the point at which the Company accepts water from Gippsland Water under this Agreement as shown on the map contained in **Schedule 3**.
- 1.3 "Acceptance Point for Wastewater" means the point at which Gippsland Water accepts Wastewater from the Company under this Agreement as shown on the plan contained in **Schedule 3**.
- 1.4 "**Gippsland Water**" means the Central Gippsland Region Water Authority and includes its successors and assigns.
- 1.5 "**the Company**" means Hazelwood Power Corporation. (ACN 065381204).
- 1.6 "**Power Station**" means the Hazelwood Power Station detailed in the plan contained in **Schedule 3**.
- 1.7 "**Wastewater**" means any human excreta or domestic waterborne waste or Category 1&2 trade waste as defined by Gippsland Water (Refer Schedule 4 for description of Category 1&2 trade waste) whether untreated or partially treated. It does not include Category 3 trade waste as defined by Gippsland Water. (Refer to Schedule 4)
- 1.8 "**Water Supply**" means the supply of untreated water distributed through Gippsland Water's System to the Power Station.
- 1.9 "**the Charges**" means the charges imposed by Gippsland Water in relation to the supply of water and acceptance and disposal of Wastewater, as detailed in **Schedule 2** and varied in accordance with **Clause 5**.
- 1.10 "**Gippsland Water's System**" means all physical infrastructure of Gippsland Water designed to provide Water Supply or accept Wastewater, including all water storage facilities, water pipes, pumps, pumping stations, sewer pipes and sewage treatment and disposal facilities.
- 1.11 "**Notice of Breach**" has the meaning set out in the agreement.

2 Water Supply

- 2.1 Gippsland Water shall take all reasonable precautions within its control to ensure Water Supply to the Company at the Acceptance Point for Water Supply at rates not less than those specified for Water Supply, in **Schedule 1**.
- 2.2 Gippsland Water's obligation under this clause to provide the Water Supply shall not apply where Gippsland Water has given notice to the Company that:
- 2.2.1 major accident to Gippsland Water's infrastructure, strike, civil commotion, natural disaster or other incident outside the control of Gippsland Water occurs;
 - 2.2.2 due to events outside the control of Gippsland Water which it cannot rectify by any reasonable measures the level of water output from Gippsland Water's plant or plants falls to a level precluding or limiting of the Water Supply;
 - 2.2.3 Gippsland Water or the Company receives from the Environment Protection Authority or such other government or statutory body an order which in order to comply with such order the Water Supply to the site must be varied or stopped;

and on the happening of any one or more of these events Gippsland Water will not be obliged to provide Water Supply at the agreed rate, as defined in **Schedule 1**, but shall endeavour to maintain a rate of supply as near as possible to that amount.

- 2.3 Gippsland Water shall in the conservation and distribution of the Water Supply take all reasonable measures necessary to prevent pollution of the Water Supply provided, however, nothing contained in this Agreement shall impose upon Gippsland Water any obligation to provide or install any special plant or apparatus for the treatment of the water supplied to the Company.

3 Reduction in Future Water Consumption

Should the Company identify that its future annual consumption is much less than 14 Gigalitres per annum as noted in Schedule 1 of this agreement, then it has been agreed between the parties that the agreed unrequired portion of that allocation would be surrendered to Gippsland Water. Provided that, Gippsland Water has other customers requiring that water, additional income received would be indirectly reflected in setting future tariffs to the Company.

4 Wastewater Disposal

4.1 Gippsland Water shall accept Wastewater for disposal from the Company at the Acceptance Point for Wastewater.

4.2 Gippsland Water's obligation under this clause to receive the Wastewater shall not apply where:

4.2.1 major accident to Gippsland Water's infrastructure, strike, civil commotion, natural disaster or other incident outside the control of Gippsland Water occurs;

4.2.2 due to events outside the control of Gippsland Water the capacity of Gippsland Water's plant or plants falls to a level precluding or limiting the reception of part or all of the Wastewater;

4.2.3 the Wastewater quality does not comply with **Category 1 & 2** limits as defined in **Schedule 4**

4.2.4 Gippsland Water receives or the Company receives an order from the EPA or other Government or statutory body to cease the reception of Wastewater from the Power Station;

and on the happening of any of these events Gippsland Water will not be obliged to continue to accept the Wastewater from the Power Station.

4.3 The maximum discharge from the Company's Power Station shall not exceed the maximum rates expressed in **Schedule 1**.

- 4.4 The Company shall not dispose of Category 3 Trade Waste as defined by Gippsland Water or any other material (other than Wastewater) from the Power Station into Gippsland Water's System.
- 4.5 Gippsland Water may permit the Company to increase the amount of Wastewater being discharged into Gippsland Water's System, PROVIDED:
- 4.5.1 Gippsland Water, in its reasonable discretion, is in a position to cater for such increase;
- 4.5.2 The Company complies with any additional requirements (including charges) reasonably required by Gippsland Water.

5 Charges and Invoicing

- 5.1 The Company shall pay Gippsland Water on a monthly basis the Charges calculated and reviewed (as applicable) in accordance with **Schedule 2**.
- 5.2 The Charges shall be:
- 5.2.1 Headworks Water - a non-refundable fee in consideration of connection to Gippsland Water's System for Water Supply identified in **Schedule 2**;
- 5.2.2 Headworks Wastewater - a non-refundable fee in consideration of connection to Gippsland Water's System for Wastewater disposal identified in **Schedule 2**;
- 5.2.3 Periodic Fee Water - any fixed fee or volumetric charge, set by Gippsland Water from time-to-time for any period the Company receives a Water Supply, as detailed in **Schedule 2**. This fee can be varied in accordance with Clause 5.5;
- 5.2.4 Periodic Fee Wastewater - any fixed fee or volumetric charge, set by Gippsland Water from time-to-time for any period Gippsland Water receives Wastewater discharge, as detailed in **Schedule 2**. This fee may be varied in accordance with Clause 5.5.

- 5.3 The Company shall pay the Charges and any other fee, levy or cost imposed under this Agreement within thirty (30) days of receiving a invoice in relation to same from Gippsland Water.
- 5.4 Failure to pay within sixty (60) days from the date of invoice shall result in interest being payable by the Company on any monetary amount outstanding from the date payment is due at the rate of interest then applying under the Penalty Interest Rate Act 1983, or successor legislation.
- 5.5 The Periodic Fees for Water and Wastewater shall be reviewed annually by Gippsland Water after consultation with the Company and upon completion of that review Gippsland Water shall provide a written notice to the Company indicating the relevant increase or decrease in the charges for the subsequent annual billing period. Any such variation to the charges will consider Gippsland Water's pricing policy which is directed at the maintenance of industry competitiveness and shall not exceed in any one year 0.9 times CPI (All Groups Melbourne) except where : (i) Gippsland Water's costs for the supply of water and wastewater services to the Company exceed CPI in any one year and (ii) where changing circumstances affect Gippsland Water's viability in the provision of water and wastewater services the terms of this Agreement. Any such increase shall be justified in writing by Gippsland Water. Examples of costs include but are not limited to:
- 5.5.1 Provision of new Capital Works to service the Company
 - 5.5.2 Payment of new taxes or dividends
 - 5.5.3 Increase in licence fees payable by Gippsland Water
- 5.6 Where agreement cannot be reached by the parties in the case where Gippsland Water seeks to justify an increase in Periodic Fees beyond 0.9 times CPI, within one (1) month of notification from Gippsland Water of the proposed increase, the dispute shall be resolved as follows:

- 5.6.1 It shall be referred to an appropriately qualified independent expert that person to be agreed by the parties.
- 5.6.2 Failing agreement as to appointment the President of the Institute of Arbitrators Australia shall appoint the expert.
- 5.6.3 The expert shall act as an independent assessor not as an arbitrator or mediator.
- 5.6.4 Each of the parties shall provide to the expert such information as is reasonably requested by the expert or such information the parties wish to provide.
- 5.6.5 The cost of the expert shall be borne equally by the parties, each party shall bear their own costs.
- 5.6.6 The expert may set his or her own requirements as the expert thinks fit for the conduct of the assessment.
- 5.6.7 The decision of the expert shall be binding on the parties.
- 5.6.8 These dispute resolution provisions shall apply in the case rather than the other dispute settlement procedures set out under the agreement.
- 5.6.9 The assessment shall be carried out within two months of referral to the expert.
- 5.6.10 Any charge increase set by the expert shall apply from the original date of notification by Gippsland Water to the Company of the proposed increase.

6. Measuring of Flows and Maintenance of Meters

- 6.1 At its own cost Gippsland Water shall provide meters and Gippsland Water shall carry out routine inspections and such maintenance as to ensure the meters are properly calibrated to accurately record the quantity of water and wastewater.
- 6.2 At its own cost Gippsland Water shall routinely test the meters for accuracy at intervals not exceeding six months. The Company may from time to time request Gippsland Water to carry out additional tests as to the accuracy of the meters. All tests of accuracy which may be carried out at the request of the company shall be made at the expense of the Company unless a meter proves to be inaccurate by more than 5% in either direction, in which case Gippsland Water shall bear the cost. If any undercharging can be clearly quantified then Gippsland Water shall invoice the Company for that quantity and if any overcharging can be clearly quantified then Gippsland Water shall reimburse the Company for that quantity.
- 6.3 The meters shall be read each month by Gippsland Water.
- 6.4 With respect to any period for which a meter is not installed or ceases to register or is under repair or is registering inaccurately:
- 6.4.1 In respect of water the Company shall be deemed to have been supplied by Gippsland Water and the quantity of water shall be estimated based upon such a period as agreed between the two parties as most nearly approximates the period for which such estimate is being made.
- 6.4.2 In respect of wastewater the Company shall be deemed to have discharged the quantity of wastewater estimated based upon such a period as agreed between the two parties as most nearly approximates to the period for which such estimate is being made.

7 Term of Agreement

The commencement date of this Agreement is the 1st of June 1996 and the term of the agreement will be for a period of twenty five (25) years from the commencement date with an option for an additional five (5) years at the discretion of the Company and subsequently for further five (year) periods upon agreement by both parties, subject to the rights of the parties to terminate as set out in this Agreement.

8 Cessation of Water Supply

Gippsland Water may advise the Company by written notice that the Water Supply provided under this Agreement shall stop either immediately or from some particular time and date specified in the notice if -

8.1 Gippsland Water requires a temporary shutdown in order to carry out maintenance, upgrading or repairs to Gippsland Water's System, however, Gippsland Water Shall provide one months written notice where works may be planned in advance and in any event as much advance notice as reasonably can be given.

8.2 The Company is in serious breach of this Agreement.

9 Cessation of Wastewater Discharge

Gippsland Water may require the Company by written notice to stop discharging Wastewater into Gippsland Water's system either immediately or from some particular time and date specified in the notice if -

9.1 Gippsland Water requires a temporary shutdown in order to carry out maintenance, upgrading or repairs to Gippsland Water's system, however, Gippsland Water Shall provide one months written notice where works may be planned in advance and in any event as much advance notice as reasonably can be given.

9.2 the Company is in serious breach of this Agreement.

10 Liability

The Company agrees that it will make no claim, bring any proceeding, make any demand, or otherwise seek any damages, loss, costs or expense of any kind whatsoever suffered by the Company (either directly or indirectly) arising as a result of -

- 10.1 discharging the Wastewater where such damage, loss, costs or expense results from;
 - 10.1.1 damages or blockages upstream of the Acceptance Point for Wastewater as defined in **Schedule 3**
 - 10.1.2 damages or blockages downstream of the Acceptance Point for Wastewater where it can be reasonably substantiated to have been caused by the Company.
- 10.2 Gippsland Water requiring the Company to stop discharging Wastewater in accordance with any of the grounds set out in Clause 4;
- 10.3 provision of or failure to provide the Water Supply in accordance with any of the grounds and conditions set out in Clause 2.

11 Wastewater Quality

- 11.1 If the Wastewater discharged from the Power Station is not in accordance with the standards required in this Agreement and results in damage to Gippsland Water's System or damage to any third party, the environment, or property, Gippsland Water may in its reasonable discretion make good that damage to the extent that the damage was caused by the Company and recover the cost of so doing from the Company as a debt due and payable from the date of demand for that payment.

12 Obligations

The obligations created in the two (2) clauses immediately preceding this clause apply whether the damage in question occurs or is discovered either during the term of this Agreement or after the Agreement has come to an end.

13 Notification of Breach

Where either of the parties is in breach of this Agreement, the wronged party may take the following steps -

- 13.1 provide a written notice ("*Notice of Breach*") to the other party indicating the alleged breach that has occurred;
- 13.2 require the other party to rectify any on-going breach and to take steps to repair any damage caused by any breach under this agreement;
- 13.3 require the other party to respond to the wronged party in writing within fourteen (14) days of provision of the Notice of Breach indicating the steps taken or to be taken to rectify any continuing breach and measures taken or to be taken to ensure the breach does not re-occur.
- 13.4 if the other party fails to respond to the Notice of Breach either:
 - 13.4.1 in a manner to the reasonable satisfaction of the wronged party; or
 - 13.4.2 within the fourteen (14) days of provision of the Notice of Breach;

The wronged party may, where the breaches are serious in nature terminate this Agreement.

14 Restricting Water Supply and Acceptance of Wastewater

If the Company has failed to make any payment of money owing within sixty (60) days in accordance with this Agreement, or has failed to respond to a Notice of Breach as required, Gippsland Water after attempting to resolve the matter in accordance with the dispute settlement procedure may in its reasonable discretion act to reduce or cut off the Water Supply and/or Wastewater accepted from the Power Station until such time as any monies outstanding are paid or the Company has appropriately responded to the Notice of Breach. The rights expressed in this clause are in addition to the other rights of Gippsland Water under this Agreement or under the Act.

15 Assignment

- 15.1 This agreement may not be assigned by the Company without Gippsland Water's written consent, which will not be unreasonably withheld.
- 15.2 Gippsland Water will agree to the assignment of all of the rights and obligations of the Company under this agreement if:
- 15.2.1 the Company has ceased to operate the Hazelwood Power Station or has substantially altered its mode of operation to less than 400 MW capacity;
 - 15.2.2 the proposed assignee is, in the reasonable opinion of Gippsland Water solvent and capable of performing the Company's obligations under this agreement, and
 - 15.2.3 the proposed assignee executes an agreement which obliges the assignee to perform all of the Company's obligations under the agreement.
- 15.3 The Company may assign the right to receive part of its water entitlements under this contract to another commercial or agricultural enterprise conducting business upon the Company's Power Station site (Parish of Hazelwood CA 2A of A) if:
- 15.3.1 the proposed assignee is, in the reasonable opinion of Gippsland Water, solvent and capable of performing that part of the company's obligations under this agreement to be assigned, and
 - 15.3.2 the proposed assignee executes an agreement which obliges it to perform all of the Company's obligations under this agreement which are assigned to it and Gippsland Water agrees to execute such a contract with the assignee and to confirm the extent of the entitlement which remains with the Company following the assignment.

16 Termination

This Agreement may be terminated by Gippsland Water in the following manner:

- 16.1 Immediately upon written notice to the Company by Gippsland Water if the Company acts in a manner which is fraudulent.

- 16.2 Immediately on the happening of the following events, that is to say, if the Company -
- 16.2.1 suffers the appointment of a Receiver, Official Manager or Receiver and Manager, or takes any steps towards or is placed in Liquidation;
 - 16.2.2 enters into any arrangement with Creditors due to financial difficulties of the Company in the reasonable opinion of Gippsland Water;
 - 16.2.3 ceases to operate as a business similar to its current business at the date of this Agreement, provided however Gippsland Water may re-negotiate this Agreement with any restructured entity.

16.3 In any case, where over any six (6) month period, Gippsland Water serves three Notices of Breach on the Company, which are of a serious nature Gippsland Water may terminate the Agreement regardless of the actions of the Company in acting to rectify any such breach.

16.4 In any case where the Company has acted in a manner which creates a significant environmental risk and failed to take appropriate action to rectify the risk, Gippsland Water may terminate the Agreement immediately and without notice.

This agreement may be terminated by the Company in the following manner;

16.5 Immediately upon written notice to Gippsland Water by the Company if Gippsland Water acts in a fraudulent manner.

16.6 Immediately on the happening of the following events, that is to say, if Gippsland Water -

- 16.6.1 suffers the appointment of a Receiver, Official Manager or Receiver and Manager, or takes steps towards or is placed in Liquidation;
- 16.6.2 enters into any arrangement with Creditors due to financial difficulties of Gippsland Water in the reasonable opinion of the Company
- 16.6.3 ceases to operate as a Statutory Authority or business or company or partnership in its form at the date of this agreement, provided however, that the Company may re-negotiate this Agreement with any restructured entity.

- 16.7 In any case where, where over any six (6) month period the Company has notified Gippsland Water, in writing, on three occasions that Gippsland Water has seriously breached the terms of this agreement, the Company may terminate the Agreement regardless of the actions of Gippsland Water in acting to rectify any such breach.
- 16.8 In any case where Gippsland Water has in relation to its obligation under the agreement acted in a manner which creates a significant environmental risk, the Company may terminate the Agreement immediately and without notice.

This Agreement may be terminated by either party, in the following manner:

- 16.9 By giving five years notice in writing.

17 Entitlement on Termination

Upon termination of this Agreement as a result of a breach by the Company, or unless both parties have mutually agreed otherwise, the Company shall-

- 17.1 take any necessary steps at the Company's cost to assist Gippsland Water in terminating the Water Supply to, and the discharge of Wastewater from, the Power Station to the reasonable satisfaction of Gippsland Water;
- 17.2 immediately pay to Gippsland Water any monies previously outstanding to Gippsland Water and on a pro-rata basis the Charges attributable to Water Supply and Wastewater disposal since the date of the last invoice by Gippsland Water up to the date on which such services were provided;
- and it is agreed that the Company shall not be entitled to any refund of any part or all of the Charges.
- 17.3 Where termination is due to a breach by Gippsland Water the cost of disconnection shall be paid by Gippsland Water.

18 Settlement of Disputes

Any dispute or difference arising out of the Agreement or concerning the performance or the non-performance by either party of its obligations under the Agreement shall be referred, upon the giving of seven (7) days written notification by either party, to a Dispute Panel:

- 18.1 Consisting of at least two members.
- 18.2 With each party appointing an equal member.
- 18.3 Panel member shall be from the senior management of the parties and shall be persons not directly involved in this day to day management of this Agreement.

The decision of the Dispute Panel shall be binding on the parties however if the Dispute Panel fails to reach a decision on the matter it may be resolved by mediation or arbitration if the parties so agree or by litigation should that be necessary.

19 General Provisions

In this Agreement for the purposes of interpretation (unless it is otherwise implied expressly or by context) -

- 19.1 reference to any legislation includes subordinate legislation, consolidation, amendments, re-enactments and replacements;
- 19.2 singular includes plural and vice versa;
- 19.3 any reference to a clause or a schedule is to a clause or a schedule of this Agreement;
- 19.4 the Schedules form part of this Agreement;
- 19.5 where an expression is defined, another part of speech or grammatical form of that expression has the same meaning;
- 19.6 headings in the Agreement are for convenience only;

- 19.7 in interpreting this Agreement a construction that would promote the purpose or object of the Agreement must be preferred to the construction that would not;
- 19.8 this Agreement succeeds any prior written or verbal agreement of Gippsland Water for provision of a Water Supply or disposal of Wastewater from the Power Station;
- 19.9 the rights under this Agreement are in addition to the powers and rights of Gippsland Water under the Act and any successor legislation to the Act.

20 Waiver

Any waiver or agreement on the part of either party in not enforcing any terms of this Agreement shall not be deemed to be a waiver in any way of any other right of either party.

21 Notices

Any notices that are given under this Agreement by either of the parties shall be effective if delivered, posted or provided by facsimile to the address of the respective parties recorded in this Agreement or at the last address of each respective party notified in writing to the other party.

22 Amendments or Variations

Any amendment to this Agreement must be made in writing.

23 Validity

If any term of this Agreement or its particular application is or becomes invalid or unenforceable, the remaining terms shall not be affected and it shall be valid and enforceable to the fullest extent permitted by law.

24 Governing Law

This Agreement shall be governed by the laws of Victoria.

As a record of this Agreement the parties have executed it:

The COMMON SEAL of the Central Gippsland Region Water Authority was hereto affixed in the presence of :

.....

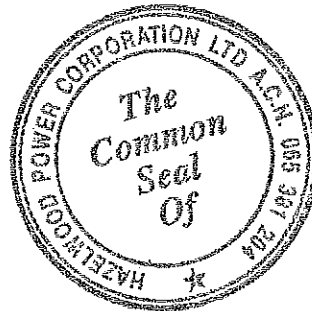
CHAIRPERSON

MEMBER

SECRETARY



THE COMMON SEAL of Hazelwood Power Corporation Ltd was affixed in the presence of,
 and the sealing is attested by:



.....

Secretary

Name BRIAN C CLARK

.....

Director

Name FRANK H OSBORN

SCHEDULE 1

Water Supply:

Water Supply (Clause 2.1)

Average Daily Demand	-	38,000 kilolitres	(14 Gigalitres per annum)
Peak Daily Demand	-	40,000 kilolitres	

Wastewater:

Wastewater (clause 3.3)

Average Daily	-	120 kilolitres per day
Maximum Rate	-	160 kilolitres per day

SCHEDULE 2

THE CHARGES

Headworks Water: \$Nil

Headworks Wastewater: \$Nil

The above applies at present average daily rates, any increase may result in additional headworks.

The following fees may vary annually:

Fees below for the period until 30/6/97 -

Periodic Fee Water:

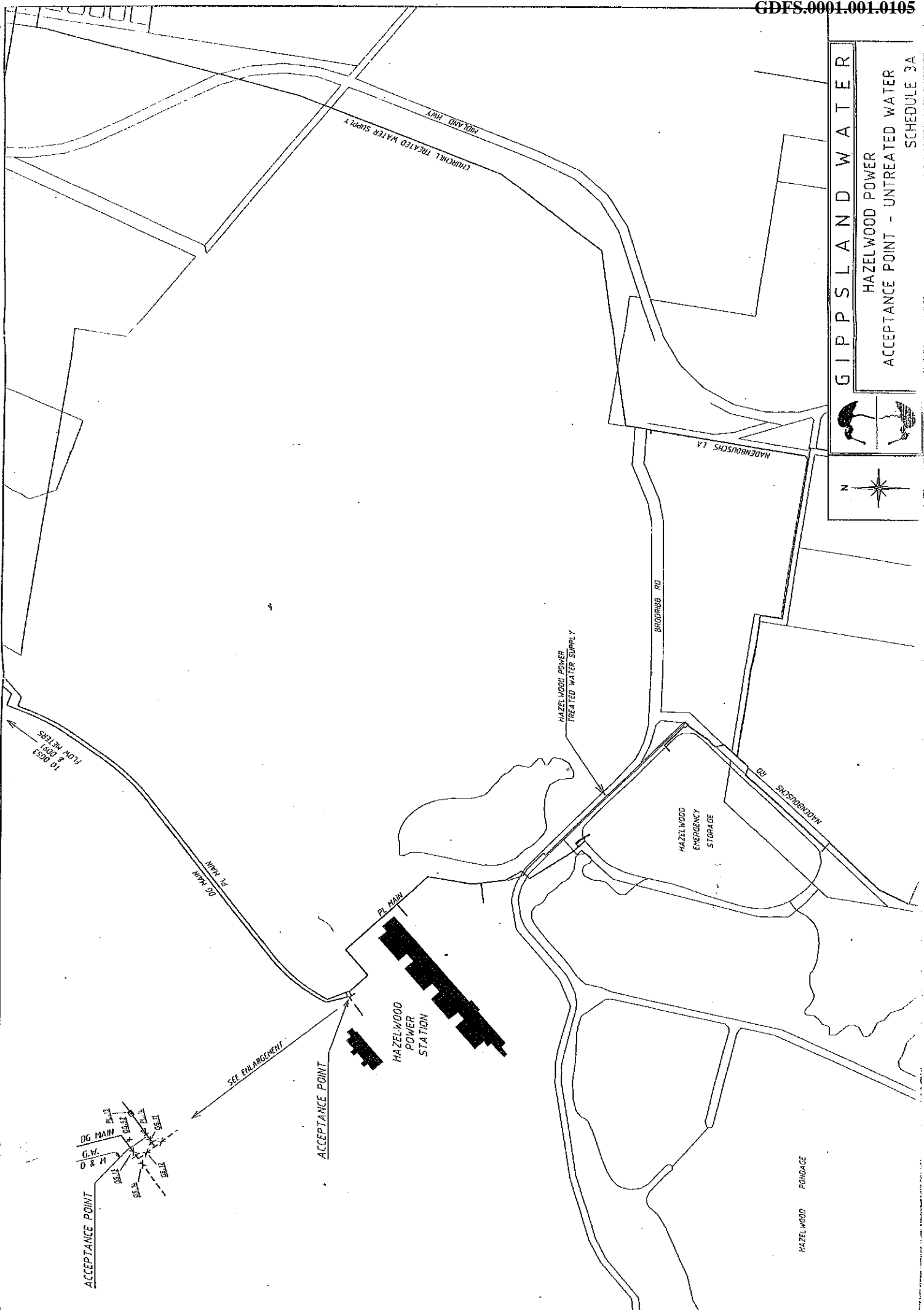
Fixed Fee Water	-	\$70,160 per month
Volumetric Fee Water	-	3.65 cents per kilolitre

The Volumetric Fee increases for water supplied above 14 Gigalitres per annum calculated from 1st July in any one year - 20 cents per kilolitre

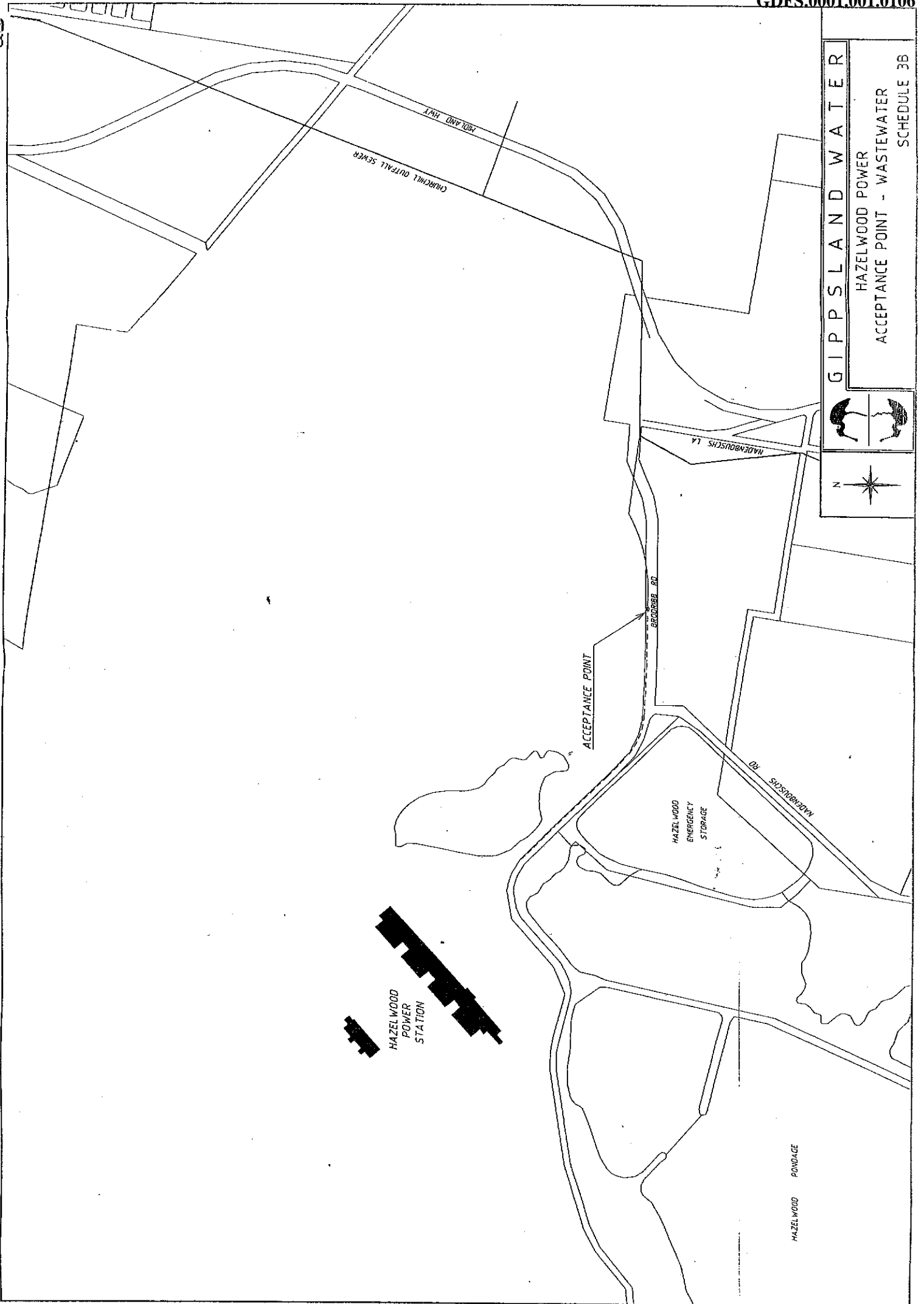
Periodic Fee Wastewater:

Fixed Fee	-	Nil.
Volumetric Fee Wastewater	-	70.36 cents per kilolitre

GIPPSLAND WATER
 HAZELWOOD POWER
 ACCEPTANCE POINT - UNTREATED WATER
 SCHEDULE 3A



82



GIPPSLAND WATER
 HAZELWOOD POWER
 ACCEPTANCE POINT - WASTEWATER
 SCHEDULE 3B



SCHEDULE 4

CATEGORY 1 & 2 TRADE WASTE QUALITY LIMITS1. PHYSICAL CHARACTERISTICS(a) Temperature

The temperature shall not exceed 38 degrees Celsius.

(b) Solids

(i) The suspended solids concentration in any waste shall not exceed 600 grams per cubic metre.

(ii) Gross solids shall pass a bar screen with 13 millimetres openings between bars, and solids shall have a quiescent settling velocity of not greater than 3 metres per hour, in the wastewater.

(iii) The total dissolved solids concentration in any waste shall not exceed 1000 grams per cubic metre

(iv) No fibrous material shall be present which in the opinion of the Authorised Officer is likely to cause obstructions in the sewer.

(c) Oils, Greases and Solvents

(i) There shall be no free or floating layer of oils, fats or grease.

(ii) The concentration of stable emulsified oil, fat and grease shall not exceed 100 grams per cubic metre as Trichlorotrifluoroethane

extractable matter and emulsion must be stable within the range pH 4.5 to pH 10.0.

- (iii) There shall be no free solvent or organic liquid other than those specifically permitted under the terms of this Agreement.
- (iv) There shall be no solvents which are miscible in water.
- (v) There shall be no flammable or toxic organic liquid present other than those specifically permitted under the terms of this Agreement.

(d) **Resins**

Natural or synthetic resins, plastic monomers, synthetic adhesives, unstable rubber or plastic emulsions or any like material shall not be present.

(e) **Radioactive Wastes**

Radioactive wastes shall comply with the standards specified in the Health (Radiation Safety) Regulations 1984 as amended.

(f) **Colour**

The Colour of the wastes when measured on the Platinum Cobalt scale shall not exceed 1000

(g) **Electrical Conductivity**

The Electrical Conductivity shall not exceed 160 mS/m.

(h) Flammable Substances

There shall be no petrol, or other flammable or explosive substance whether solid liquid or gaseous.

2. CHEMICAL CHARACTERISTICS(a) pH Value

The pH value shall not be higher than 9.0 or less than 6.0

(b) Organic Strength

The concentration of the Biochemical Oxygen Demand shall not exceed 600 g/m³.

(c) Nitrogen

(i) The concentration of Total Nitrogen shall not exceed 100 grams per cubic metre.

(ii) Notwithstanding the limitations specified in Clause (c)(i), the separate chemical forms of Nitrogen shall not exceed the maximum allowable concentration values as stated in the table hereunder:

Ammonia	50 grams per cubic metre calculated as Nitrogen
Nitrate	30 grams per cubic metre calculated as Nitrogen
Organic Nitrogen	60 grams per cubic metre calculated as Nitrogen

(d) Sulphur

- (i) The concentration of Total Oxidised Sulphur including Sulphate, Thiosulphate, and Sulphite shall not exceed 100 grams per cubic metre calculated as Sulphate.
- (ii) The concentration of Sulphate shall not exceed 100 grams per cubic metre calculated as Sulphate.
- (iii) The concentration of Sulphide shall not exceed 1 gram per cubic metre calculated as Sulphur.
- (iv) The concentration of Sulphite shall not exceed 30 grams per cubic metre calculated as Sulphur.

(e) Corrosive and Toxic Substances

- (i) The maximum allowable concentration in grams per cubic metre of the undermentioned substances shall be as stated in the table hereunder:

Chloride . . .	200
Fluoride . . .	5.0
Cyanide . . .	5.0
Boron . . .	1.0
Total Phenols (incl. Resorcinol)	100
Pentachlorophenol	1
Formaldehyde .	50
Selenium . . .	0.030

Organochlorine Pesticides

Aldrin	0.001
Chlordane	0.006
DDT	0.003
Dieldrin	0.001
Heptachlor	0.003
Lindane	0.100
Organophosphate Pesticides	0.100

- (ii) No substance, which in the opinion of the Authorised Officer may be deemed to be toxic to personnel, to sewage treatment processes or to the environment receiving treated effluent, shall be discharged to a sewer.

(f) Metals

The maximum allowable concentrations in grams per cubic metre of the metals discharged to the sewer shall be as stated in the table hereunder:

	CONCENTRATION
Cadmium	0.050
Chromium	0.500
Copper	0.100
Lead	0.300
Mercury	0.001
Zinc	0.300
Iron	10

The concentrations of Calcium, Magnesium and other precipitable ions shall be kept at levels which do not cause solids deposition on the internal walls of any pipeline or conveyance structure which GW is responsible for.

(h) **Dissolved Oxygen**

The dissolved oxygen concentration in the waste shall at all times be greater than 2 grams per cubic metre.

(i) **Total Phosphorous**

The maximum allowable concentration of phosphorous shall be 15 grams per cubic metre.

(j) **MBAS**

The maximum allowable concentration of methylene blue active substances shall be 200 grams per cubic metre.

3. **OTHER PARAMETERS**

Allowable levels of all other compounds present but not listed in this Agreement, shall be covered by the By-Law in conjunction with assessment by the Authorised Officer who shall have sole discretion in determining the maximum allowable concentration of such waste component.

4. **RATE OF DISCHARGE**

The maximum rate of discharge will be to be determined at time of application

5. **CATEGORY 3 WASTEWATER**

Any wastewater which does not conform with Category 1 & 2 quality limits is defined as a Category 3 wastewater.