

Temporary Agreement

Reference TWFAZ008

WwTW **Fazakerley**



TEMPORARY WASTEWATER AGREEMENT BETWEEN

UNITED UTILITIES WATER LIMITED

And

Portway Plant Limited

This temporary Agreement is for 6 months duration or less

Start date **23 December** of **2025**

Expiry date **23 June** of **2026**

Any discharge must only commence from the start date and must terminate on or before the expiry date, as stated above. Any discharges undertaken outside the specified dates will be considered illegal. Any subsequent discharge will require a new application.

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TEMPORARY AGREEMENT BETWEEN:

UNITED UTILITIES WATER LIMITED a company incorporated under the laws of England & Wales (company number 2366678) whose registered office is at Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington WA5 3LP ("**the Company**")

AND

Portway Plant Limited whose registered office is at Holly Farm, Whitepits Lane, Portway, Birmingham, B48 7HP (**the Applicant**)

(each a "Party" and together "the Parties")

WHEREAS:

The Company is the sewerage undertaker for the North West region of the United Kingdom appointed under the Water Industry Act 1991.

The Applicant is involved with **remediation activities and other waste management services** whose premise address is Former Contract Chemicals Site, Penrhyn Road, Knowsley, Prescot, L34 9HY.

The Applicant has applied to the Company for an agreement to discharge wastewater from the said premises into the sewers through details completed in your application form which was received on **25th September 2025**.

The discharge of wastewater shall be in accordance with the said application form and would not be lawful without the permission of the Company.

The Parties are entering into this Agreement to set out the terms and conditions on which the Company agree to the discharge of wastewater by the Applicant from the said premises into its sewer.

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NOW IT IS HEREBY AGREED as follows:

The Company HEREBY agree to the discharge of wastewater detailed in the application received dated **25th September 2025** from the said premises into their sewers. This agreement shall be as if the discharge was trade effluent as defined in the Water Industry Act 1991 and shall be SUBJECT TO THE FOLLOWING CONDITIONS:

- | | |
|--|--|
| Nature of discharge | 1. Subject to the provisions of conditions below the nature or composition of the wastewater to be discharged under this agreement shall be solely as specified in the said Application form and shall consist solely of wastewater derived from excavating the ground and water ingress from the perched water body within the reworked ground |
| Sewer affected | 2. The sewer into which the wastewater may be discharged and the point of discharge is the public foul sewer situate at

Penrhyn Road m/h SJ42969603 |
| Connections | 3. No connections shall be made to the said sewer without the prior approval of the Company and all such connections shall be constructed and maintained to the satisfaction of the Company at the expense of the Applicant. |
| Maximum volume of discharge | 4. The maximum amount of the wastewater discharged in any one day of twenty four hours shall not exceed 129 m³ without prior written consent of the company. |
| Maximum rate of discharge | 5. The highest rate at which the wastewater may be discharged shall not exceed 3.0 litre/sec |
| Matters to be eliminated prior to discharge to sewers | 6. The following matters shall be eliminated from the wastewater before it is discharged into the sewers of the Company:

a) petroleum spirit;

b) calcium carbide;

c) carbon disulphide; |

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- d) except as provided in paragraph 7 hereof, the prescribed substances listed in Schedule 1 to The Trade Effluents (Prescribed Processes and Substances) Regulations 1989, as amended from time to time, insofar as they are in concentration greater than the background concentration (as defined in the said Regulations);
- e) where the wastewater derives from a prescribed process mentioned in Schedule 2 to the said Regulations, and except as provided in paragraph 7 hereof, asbestos (as defined in the said Regulations) and chloroform in a concentration greater than the background concentration (as defined in the said Regulations);
- f) organo-halogen compounds including pesticide residues and degreasing agents;
- g) any substances which either alone or in combination with each other or with any other matter lawfully present in the said sewers would be likely to;
 - i) cause a nuisance or produce flammable, harmful or toxic vapours either in the sewers or at the sewage works of the Company;
 - ii) injure the sewers or interfere with the free flow of their contents or affect prejudicially the treatment and disposal of their contents or have injurious effects on the sewage treatment works to which it is conveyed or upon any treatment plant there;
 - iii) be dangerous to or cause injury to any person working in the sewers or at the sewage treatment works;
 - iv) affect prejudicially any watercourse, estuary or coastal water into which the treated wastewater will eventually be discharged.

**Matters to be
limited prior to
discharge to the
sewer**

- 7. The wastewater shall not contain
 - a) sulphides, hydrosulphides, polysulphides and substances producing hydrogen sulphide on acidification in excess of **1 mg/l**
 - b) cyanides and cyanogen compounds which produce hydrogen cyanide on acidification in excess of **1 mg/l**

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- c) sulphates as SO₄ in excess of **1000 mg/l**.
- d) Total suspended solids at pH 7.0 and dried at 110°C in excess of **400 mg/l**
- e) Settled chemical oxygen demand in excess of **1000 mg/l**
- f) Toxic metals in excess of **10,000 ug/l** either individually or in total i.e. Antimony, Beryllium, Chromium, Copper, Lead, Nickel, Selenium, Silver, Tin, Vanadium, Zinc;
- g) Separable grease and oil in excess of **100 mg/l**

**Sampling and
flow
measurement**

- 8. a) A flow metering device is to be installed at the discharge point and is to be maintained by the applicant to the satisfaction of the Company, or another means of assessing the volume of wastewater discharged is to be agreed in writing.
- b) (i) A sampling point is to be provided so as to enable an authorised member of the Company's staff safely to obtain a sample of effluent passing to sewer. Such authorised members of staff shall be given free and ready access to the sampling point at all times.

(ii) Representative samples of the wastewater may be obtained from after filter unit at the end of the discharge pipe as it enters the foul sewer.

The Trade Effluent department should be notified of all various discharges during the commissioning phase in order that adequate samples can be taken to monitor the discharge.
- c)

pH value

- 9. No wastewater shall be discharged having a pH of less than **6** or **greater than 10**.

Temperature

- 10. No wastewater shall be discharged which has a temperature higher than 43.3°C (110°F)

**Cessation of
Discharge**

- 11. In order to protect the sewer network and treatment processes it is essential that, should it be deemed necessary, the discharge to sewer will be terminated immediately on verbal instruction to your staff from the trade Effluent department.

**Breach of
Agreement**

- 12. If any wastewater is discharged to the sewer in excess or in breach of the conditions of this agreement
 - a) The discharger shall notify the company on becoming aware of such a breach and shall immediately cease the discharge

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- b) If the company detects such a breach they shall notify the discharger and if required by the company the discharger shall immediately cease the discharge.

13.

Disputes

- a) The Parties shall attempt to resolve all disputes and differences between themselves but if any dispute remains unresolved for more than 30 calendar days after it first arose it shall be referred to the Parties' Senior Management for resolution.
- b) If the parties are unable to reach a resolution between them or through senior management then any dispute arising out of or in connection with this agreement shall be determined by a single arbitrator to be agreed between the parties.

Signed  Date 12th December 2016
Print Name IAN CHAMBERS - DIRECTOR
For and on behalf of Portway Plant Limited

For and on behalf of Portway Plant Limited

Signed  Date 23 December 2025

Print Name M Allen

For and on behalf of **UNITED UTILITIES WATER LIMITED**