

Trade Effluent Quality

Sewerage (Scotland) Act 1968

Direction modifying the terms of the Consent to discharge trade effluent from:

ASCO Waste Management
Damhead Waste Management Station
Upperton Industrial Estate
Peterhead
AB42 3GL

Direction Registration Number: 3359A/5/D Premises Reference Number: 3359 Supply Point ID: 100947070206

Direction effective from: 25 (twenty-fifth) July 2019



Scottish Water

Sewerage (Scotland) Act 1968, Section 32

Consent

THIS IS A LEGAL DOCUMENT WHICH DETAILS YOUR COMPANY'S AUTHORISATION TO DISCHARGE TRADE EFFLUENT INTO THE PUBLIC SEWER FROM THE PREMISES STATED.

ITS CONTENTS SHOULD BE NOTED, AND THE DOCUMENT KEPT IN A SAFE PLACE FOR FUTURE REFERENCE.

The Preamble

WHEREAS ASCO Waste Management ("the occupier"), Company registration number 07853258, whose registered office is situated at Great Yarmouth Offshore Supply Base, South Denes Road, Great Yarmouth, NR30 3LX, and are the occupiers of the trade premises situated at Damhead Waste Management Station, Upperton Industrial Estate, Peterhead, AB42 3GL ("the trade premises"), has requested Scottish Water ("SW"), established under Section 20 of the Water Industry (Scotland) Act 2002 and having its principal office at Castle House, 6 Castle Drive, Carnegie Campus, Dunfermline, Fife, KY11 8GG, or its predecessor, to consent to a discharge of trade effluent into SW's sewers, and had received from them such Consent effective 08 (eighth) August 2000.

NOW THEREFORE, through the powers conferred on Scottish Water by the Sewerage (Scotland) Act 1968 and by any Act amending or replacing the same, Scottish Water **HEREBY DIRECTS** that the above mentioned Consent be reviewed by deletion of all the existing conditions of that Consent, and of any conditions imposed by any subsequent Directions, and **replacement** of these by the text that follows, with effect from **25** (twenty-fifth) July 2019 SUBJECT TO THE FOLLOWING CONDITIONS:



1. Point of discharge

The trade effluent shall be discharged into SW's public foul or combined sewer ("the sewer") only at the point indicated on the plan attached hereto. The written consent of SW must be obtained before any change is made to the location of this discharge point.

2. Nature of discharge

The trade effluent discharged shall consist solely of waste liquids arising from the process (s) listed:

Treatment of offshore and onshore effluent streams

- 3. Limits on volume, rate, discharge period, temperature and pH of the trade effluent
- 3.1 The maximum volume of trade effluent discharged to the sewer in any one period of 24 hours shall not exceed **one hundred and fifty (150)** cubic metres (m³).
- 3.2 The maximum rate at which trade effluent may be discharged shall not exceed **two (2)** litres per second (I/s).
- 3.3 The temperature of the trade effluent shall not exceed **forty (40)** degrees Celsius when measured at the inspection chamber specified in Clause 5.1.
- 3.4 The pH value of the trade effluent shall not be less than **five (5)** nor greater than **eleven (11)**.
- 3.5 Trade effluent shall only be discharged during the following period(s):

The daily period of working



Direction Registration Number: 3359A/5/D Premises Reference Number: 3359

4. Substances to be limited and prohibitions

- 4.1 There shall be eliminated from the trade effluent before it enters the sewer any matter or constituent, which, either alone or in combination with any matter with which it is likely to come into contact while passing through any sewers, would be likely to injure or obstruct those sewers or make specially difficult or expensive the treatment or disposal of the sewage from those sewers, or be prejudicial to health.
- 4.2 Without prejudice to the foregoing generality of clause 4.1,
 - i) substances listed in **Appendix I** attached hereto shall not be permitted in the trade effluent at levels above their background concentration as defined in clause 4.5 below, and any additional concentration of such substances shall be **eliminated** from the trade effluent unless they are specifically authorised in section 4.3 below.
 - ii) no toxic or inhibitory substances shall be discharged other than those listed in clause 4.3 below, which may be discharged **only to the limits herein specified.**
- 4.3 Substances to be limited in the Trade Effluent:

Substance	Limit	Unit
Biochemical Oxygen Demand (Settled)	5,000	mg/l
Biochemical Oxygen Demand Load (Settled)	750	kg/day
Chemical Oxygen Demand (Settled)	10,000	mg/l
Chemical Oxygen Demand Load (Settled)	1,500	kg/day
Suspended Solids (Total)	1,000	mg/l
Suspended Solids Load (Total)	75	kg/day
Hydrocarbons (Total)	200	mg/l
Chloride (Total)	20,000	mg/l
Chloride Load	2,250	kg/day
Copper (Total)	2	mg/l
Respiration Inhibition (EC50) dilution factor	2	DF
Settled COD:Settled BOD ratio	5	Ratio
Zinc (Total)	2	mg/l



- 4.4 The analytical method used to determine the concentration of the constituent in any sample shall be that method used from time to time by SW's analyst or agent. Analytical methods and procedures used will be up to date and established as standard, such as the Standing Committee of Analysts' 'Blue Book method.'
- 4.5 Where reference is made to the background concentration of a substance, this is defined as the average concentration of the substance found in the public water supply for the water supply zone serving the trade premises.
- 4.6 Compliance with any limits on discharge set out in any condition of this consent is not to be taken as providing a defence against a charge under section 24(2) or section 46 of the Act or to any civil action arising in respect of any constituent for which limits are not specified, or in respect of any other requirement stipulated herein.

5. Entry and inspection

- 5.1 The occupier shall, at their own expense, provide an inspection chamber or manhole in the position marked 'A' on the attached plan, and at any other location specified by SW from time to time, and all such manholes or chambers shall be so constructed and maintained as to enable a person authorised by SW readily to obtain samples of the trade effluent at all reasonable or necessary times.
- 5.2 The occupier shall ensure that the access to and the location of the above mentioned inspection chambers and / or manholes are, as far as reasonably practicable, free from any hazard, not unduly restricted or delayed, nor ever obstructed by equipment, material, vehicles or any other obstacle.
- 5.3 Manhole covers shall be such that they can be easily lifted by a single unaided person, and shall be in accordance with the reasonable requirements of SW.
- 5.4 The occupier shall permit duly authorised representatives of SW to inspect, examine and test at all reasonable times any works and apparatus installed in connection with the trade effluent.
- 5.5 SW may from time to time specify in writing additional details or requirements for the entry, inspection and the taking of trade effluent samples by SW and the occupier shall be obliged to comply with these requirements.

6. Measurement and determination of trade effluent

- 6.1 The occupier shall, at their own expense, provide, maintain and test to the satisfaction of SW, suitable and adequate apparatus for measuring and automatically recording the volume and rate of discharge of the trade effluent discharged.
- 6.2 If the measuring and/or recording apparatus ceases to function correctly then SW shall have the right to make estimates of the volume, nature and composition of the trade effluent until such time as the apparatus is again operating to the satisfaction of SW.
- 6.3 SW may from time to time specify in writing additional details or requirements for the sampling measuring and determination of trade effluent and the maintenance of apparatus so used by the occupier and the occupier shall be obliged to comply with these requirements.

7. Keeping records of the trade effluent

- 7.1 The occupier shall keep records of the volume discharged and, if required by SW, any or all of the following, namely, rate of discharge, nature, composition and temperature of the trade effluent discharged.
- 7.2 Records shall be kept by the occupier of the volume of water used at the trade premises, and the occupier shall also make available to SW any other relevant data which may be necessary for the purpose of arriving at a fair estimate of the quantity of the trade effluent discharged from the trade premises.
- 7.3 All records referred to above shall be kept by the occupier for twenty-four (24) months and shall be available for inspection by authorised officers of SW at all reasonable times, and copies of such records shall be sent to SW on demand.
- 7.4 SW may from time to time specify in writing additional details or requirements for the keeping of records of trade effluent by the occupier and the occupier shall be obliged to comply with these requirements.

8. Agreement of alternative measures

SW and the occupier may from time to time agree in writing alternative methods of complying with any or all of the foregoing provisions in sections 5, 6 and 7.

9. Prevention of injury to persons, plant and treatment

- 9.1 The occupier shall ensure that their operations, and in particular the transport, handling, storage, safeguarding and usage of chemicals and materials on the premises are carried out in such a way as to minimise and wherever practicable, eliminate, the likelihood of entry to any sewer of SW any matter or substance likely to cause danger, injury, nuisance or cost to SW, and to prevent any danger, injury or nuisance to persons engaged in carrying out the functions of SW.
- 9.2 Without prejudice to the foregoing generalities of clause 9.1, the occupier shall ensure that the transport, handling, storage, safeguarding and usage of chemicals and materials on the trade premises is carried out in accordance with SW's reasonable requirements as from time to time notified in writing to the occupier.
- 9.3 If required by SW, the occupier shall provide written plans which shall detail the ways by which the requirements of clauses 9.1 and 9.2 above shall be achieved by the occupier.
- 9.4 If required by SW, the occupier shall provide written contingency plans which shall detail the action to be taken by the occupier in the event of leakage, accidental discharge, vandalism, fire or any other events or emergencies which might lead to unauthorised discharges to SW's sewers, and the occupier shall comply with these plans.
- 9.5 The occupier shall appoint an appropriate competent person to have responsibility for ensuring that it complies with the limits and conditions of the whole of this consent and shall advise SW of the name of the appointed person, and of any change to this appointee.



9.6 The occupier shall provide appropriate initial and refresher training to all relevant staff to ensure that no activities at any time generate breaches of the defined discharge limits and operating provisions of this consent.

10. Breach of conditions of consent

- 10.1 The occupier shall notify SW as quickly as possible and in any case within one (1) hour of the occupier becoming aware of any electrical failure, malfunction of mechanical plant, failure of trade effluent treatment or spillage of chemical which may substantially alter the nature of the trade effluent or otherwise result in the trade effluent failing to meet the conditions of consent.
- 10.2 The occupier shall make such notification to SW by telephoning them on 0800 0778778. Any change to this number or to the procedure for notification shall be advised to the occupier by SW in writing from time to time.
- 10.3 The initial notification shall be followed up by a written report which shall be submitted by the occupier to SW within twenty-one (21) days setting out the nature of the breach, the circumstances that resulted in the breach, the action taken and to be taken by the occupier regarding remediation of or reimbursement for any damage caused to or costs incurred by SW and regarding the prevention of future such breaches.
- 10.4 The conditions of clauses 10.1, 10.2 and 10.3 will apply to the leakage, spillage or discharge of any chemical or material within the premises which enters any sewer of SW via any route.
- 10.5 Notwithstanding the terms and conditions contained herein, nothing in this consent shall be taken as constraining or limiting in any way any enforcement action or monitoring programme that SW may deem necessary to undertake to ensure that the objectives of its Trade Effluent Control and Wholesale Charging Scheme are achieved and that no offence is committed under sections 24(2) or 46 of the Act.
- 10.6 Breach of any of the conditions of this consent will entitle SW to require the discharge to cease and to enforce that requirement.
- 10.7 The occupier shall indemnify Scottish Water for all loss, injury, damage, costs and expense of whatever nature incurred as a result of a breach of any of the conditions of this consent.

11. Administration

- 11.1 It is the responsibility of the occupier to give SW twenty-one (21) days' notice in writing of any changes or proposed changes in process, raw materials, pre-treatment of the trade effluent, or any other circumstances likely to alter the nature, composition, or change to information provided in the Trade Effluent Notice of the trade effluent and of any circumstances resulting or likely to result in a cessation of the discharge.
- 11.2 The occupier shall notify SW in writing within twenty-one (21) days of any change to the name or address of the owner or occupier of the trade premises, or of any change to the name or address of the registered office of the occupier.



Consent to Discharge Trade Effluent from the Trade Premises at **Damhead Waste Management Station, Upperton Industrial Estate, Peterhead, AB42 3GL**

Summary of Conditions, effective from 25 (twenty-fifth) July 2019

Clause	Description	Limits or conditions				
2	Nature of discharge	Treatment of offshore and onshore effluent				
		streams				
3	Limits on discharge					
3.1	Maximum volume in 24 hours	150 m ³				
3.2	Maximum flow rate	2 l/s				
3.3	Maximum temperature	40°C				
3.4	pH within range	pH5 -	pH5 – pH11			
3.5	Period of discharge	The daily period of working				
Substance		Limit	Unit			
Biochemical Oxygen Demand (Settled)		5,000	mg/l			
Biochemical Oxygen Demand Load (Settled)		750	kg/day			
Chemical Oxygen Demand (Settled)		10,000	mg/l			
Chemical Oxygen Demand Load (Settled)		1,500	kg/day			
Suspended Solids (Total)		1,000	mg/l			
Suspended Solids Load (Total)		75	kg/day			
Hydrocarbons (Total)		200	mg/l			
Chloride (Total)		20,000	mg/l			
Chloride Load		2,250	kg/day			
Copper (Total)		2 mg/l				
Respiration Inhibition (EC50) dilution factor		r 2 DF				
Settled COD:Settled BOD ratio		5 Ratio				
Zinc (Total)		2	mg/l			

This summary sheet is intended for quick reference. It is not an inclusive list of conditions and is issued without prejudice to the trade effluent consent document. For further details please refer to the trade effluent consent which is the legal document relating to this trade premises.



