

Public Notification of Application for Planning Permit

Land Use Planning and Approvals Act 1993

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The Application will only be available until the conclusion of the public notification period.

For help finding the property and zoning information in Circular Head the following link can be used to the Land Information System Tasmania (the LIST).

http://maps.thelist.tas.gov.au/listmap/app/list/map?bookmarkId=18634#U-1DpC_Bd8l.email

For the Tasmanian Planning Scheme – Circular Head please see

<https://www.planning.tas.gov.au/other-resources/Tasmanian-planning-scheme>

Application documents are available below.

APPLICATION FOR PLANNING PERMIT
(s.57(3) Land Use Planning and Approvals Act 1993)

Tasmanian Planning Scheme – Circular Head

Application No	DA 2026/108
Location	2 Irishtown Road, Smithton
Applicant/Owner	Tasmanian Consulting Service/ Saputo Dairy Australia Pty Ltd Saputo Dairy Australia Pty Ltd
Use Class	Resource processing
Proposal	Dissolved Air Floatation Wastewater Treatment Facility

Application(s) may be viewed during office hours at the Council Office, 33 Goldie St, Smithton till the date listed below. In accordance with s.**57(5)** of the Act, any person may make written representation to the General Manager, PO Box 348 SMITHTON 7330 or council@circularhead.tas.gov.au and be received by 5.00pm 21/10/2026

Paul Gardner
GENERAL MANAGER
Ph: 03 6452 4800
www.circularhead.tas.gov.au





33 Goldie Street
PO Box 348
SMITHTON TAS 7330
council@circularhead.tas.gov.au
(03) 6452 4800
www.circularhead.tas.gov.au

APPLICATION FOR A PLANNING PERMIT
LAND USE PLANNING AND APPROVALS ACT 1993
Tasmanian Planning Scheme – Circular Head

Office Use: Date Received: 27/08/2026 Application No: DA 2026/108 PID: 7448975

To: Planning Authority Circular Head Council PO Box 348 SMITHTON TAS 7330

DETAILS OF PROPOSED DEVELOPMENT OR USE

Address:	2 Irishtown Road, Smithton		
		Postcode:	7330
	Lot No:	1	Certificate of Title No: 164854

Description

Includes:

Construction of a new Dissolved Air Flotation wastewater treatment facility (DAF plant).	☐	New Use/Change of use	
	☐	Subdivision	
	☒	New Buildings	
	☐	Alterations	
	☐	Demolition	
Value of work (Inc GST)	\$1.1m	☐ Contract Price	☒ Estimate
Existing Use of Site:	Milk powder plant (and other fats)		

APPLICANT / OWNER DETAILS

Please note that all applicants need to sign this form. If the application is by an owner, all title owners listed on the title need to be on the form and sign this form.

Applicant(s): Tasmanian Consulting Service Pty Ltd

Address: 74 Oldaker Street, Devonport TAS

Postcode: 7310

Email: mail@tascon.com.au

Phone: 03 6424 9085

Mobile: 0419 358 098

☐ Applicant owns the property (Tick if Yes – If No then complete the owner details below)

Owner(s): Saputo Dairy Australia Pty Ltd

Address: Level 14, 28 Freshwater Place, Southbank VIC

Postcode: 3006

Email: andrew.anderiessen@saputo.com

Phone:

Mobile: 0447 062 943

☒ Applicant(s) listed above declare that the owner(s) of the property have been notified of the intention to make this application.

Signed By:

Date: 27/08/2026

COUNCIL OR CROWN LAND

Must be signed if Council or Crown Land and accompanied with a letter of permission and a copy of delegation.

Signed By:

Date:

☐ Minister (or delegate) of the responsible State Department or ☐ General Manager (or delegate)



33 Goldie Street
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SMITHTON TAS 7330
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APPLICATION FOR A PLANNING PERMIT
LAND USE PLANNING AND APPROVALS ACT 1993
Tasmanian Planning Scheme – Circular Head

DESIGNER DETAILS

Designer Name: Leigh Bryan		Category: Building Designer -
Address: 74 Oldaker Street, Devonport TAS		Architectural Restricted
		Postcode: 7310
Email: leigh@tascon.com.au	Phone: 03 6424 9085	Mobile: 0419 358 098
Accreditation No: CC 2540 Q		

DOCUMENTS AND CERTIFICATES PROVIDED

The following specified documents and certificates are provided with this application together with any necessary information to demonstrate compliance with applicable provision of the planning scheme. A separate checklist is available from Council. The Planning Scheme provisions can be viewed at www.iplan.tas.gov.au OR <https://iplan.tas.gov.au/pages/plan/book.aspx?exhibit=tpscir> follow the links through to Circular Head

<i>Document or Certificate Description</i>		<i>Prepared By</i>
☒	Full copy of the current Certificate of Title including plan and any schedule of easements	Tasmanian Consulting Service
☒	A full description of the proposed use or development and	Tasmanian Consulting Service
☒	A description of how the proposed use or development will operate	Tasmanian Consulting Service
☒	All applicable information listed in clause 6.1.3 including: Where it is proposed to erect buildings, a detailed layout plan of the proposed buildings with dimensions at a scale of 1:100 or 1:200	Tasmanian Consulting Service

LISTED REPORTS, PLANS AND SUPPORTING INFORMATION ACCOMPANYING THIS APPLICATION

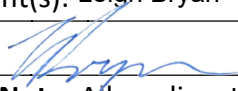
Copyright Authority: Unless a written refusal of authority to copy documents relating to this application is provided, the Council and the Crown (Tasmanian State Government) departments and agencies may provide a partial or complete copy of any documents relating to this application, to any person for the purpose of assessment. Notwithstanding this these documents may be displayed publicly in accordance with the provisions of the Land Use Planning and Approvals Act 1993, including display on a website.

DECLARATION

I/We declare the information and details supplied in this application are a true and accurate description of the proposed development.

I/We hereby give/have arranged permission for Council Officers to enter the property to conduct inspections for this application.

Applicant(s): Leigh Bryan - Tasmanian Consulting Service Pty Ltd

Signed: 

Date: 27/08/2026

Please Note: All applicants need to sign this form. If the application is by an owner, all title owners listed on the title need to be on the form and to sign this form.

Privacy Statement

The personal information on this form is required by Council for building purposes under the Land Use Planning and Approvals Act 1993. We will only use your personal information for this and related purposes. If this information is not provided, we may not be able to deal with this matter. You may access and/or amend or personal information at any time. How we use this information is explained in our Privacy Policy, which is available at www.circularhead.tas.gov.au or at the Council office.



14 September 2026

Tasmanian Consulting Service
74 Oldaker Street
Devonport TAS 7310

Dear Sir/Madam

REQUEST FOR ADDITIONAL INFORMATION – DA 2026 / 00108 - INSTALLATION OF DAF PLANT - (DISSOLVED AIR FLOATATION WASTEWATER TREATMENT FACILITY) - 2 IRISHTOWN ROAD, SMITHTON - TASMANIAN PLANNING SCHEME – CIRCULAR HEAD

Thank you for submitting the above application for a planning permit.

After reviewing the application it is requested that you provide the following information before assessment can continue:

1. Revised Supporting Information

It is noted that the use class is Resource Processing not Manufacturing and Processing. Please revise the supporting information to reflect the use class as Resource Processing.

This will also require you to revise the assessment against C2.5.1 for Resource Processing use.

2. Clarification

We seek clarification on the details and justification for how the proposal will reduce odour. Further, please provide noise modelling demonstrating that emissions will be within your existing approvals.

This request is made under section 54 of the *Land Use Planning and Approvals Act 1993* ('the Act'). Council has 42 days under the Act to assess your application, however until you provide the requested information the application is placed 'on stop'. The application will remain stopped on **day 11** until the above information is provided to Council's satisfaction.

You may appeal this request or any items contained within it by contacting the Resource and Planning Stream of the Tasmanian Civil and Administrative Tribunal on 1800 657 500.

If you wish to discuss this request or any items contained within it, please contact assessing officer (your name) on 6452 4885.

Yours sincerely

Alison Pyke
MANAGER INFRASTRUCTURE & DEVELOPMENT SERVICES
CIRCULAR HEAD COUNCIL

Development Application – Supporting Information

Development: Saputo Dairy Australia
DAF Plant

Location: 2 Irishtown Road, Smithton

Owner: Saputo Dairy Australia

Developer: Saputo Dairy Australia

Authority: Circular Head Council

Tasmanian Consulting Service Pty Ltd

74 Oldaker Street, Devonport 7310

Document: 10098-w-260824
Issued for: Development Application
Date: 16th September 2026
Revision: 1

Author: Leigh Bryan



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Property Description

Address: 2 Irishtown Road, Smithton

Property ID: 7448975

Title Reference: 164854/1

Planning Instrument: Tasmanian Planning Scheme

Scheme Zone: 19 General Industrial



Location Plan: 2 Irishtown Road, Smithton



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1. Site and Surrounds

The development is situated on the existing Saputo Dairy Australia site located on the corner of Irishtown Road and Bass Highway.

The property is surrounded by:

- Bass Highway road reserve to the northeast (zoned as Utilities)
- Another property owned by Saputo to the northwest (also zoned as General Industrial), the property is mostly vacant however features a single residential style building
- Ta Ann veneer and plywood mills to the south and west (also zoned as General Industrial)
- Residential property to the east (zoned as Rural Living), the property is on the other side of Irishtown Road

Cadastral parcels information and plan of title are included below. (The development is entirely located on Saputo Australia owned land).



OWNER: TASMANIAN DAIRY PRODUCTS CO. LTD.		PLAN OF SURVEY		REGISTERED NUMBER SP164854
FOLIO REFERENCE: C.T.226397-1 C.T.108510-4		BY SURVEYOR R. M. PECK		APPROVED EFFECTIVE FROM 24 OCT 2012 <i>Alice Kawa</i> Recorder of Titles
GRANTEE: PART OF LOT 23006 GTD TO HANSON AND AMBER W GEALE PART OF LOT 22603 66A-1R-36P CHESTER JAMES WARD PURCHASER.		LOCATION LAND DISTRICT OF WELLINGTON PARISH OF FORD TOWN OF SMITHTON SCALE 1:2500 LENGTHS IN METRES		
MAPSHEET MUNICIPAL CODE No.	LAST UPI No.	LAST PLAN No. SP108510, P226397	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN	

LOT 1 COMPILED FROM CT:226397 - 1 & CT:108510 - 4

COMPILED PLAN

1
~~0.512 ha~~
9.624 ha

BASS HIGHWAY
FISH TOWN ROAD
MARTHICKS ROAD

(SP 107370)
(1612 / 101)
(193 / 30.0)
(410 / 32.0)
(SP 108510)
(59 / 28.0)
(154.35)
(26.69)
(58.56)
(11.12)
(215.28)
(86.58)
(68.27)
(54.37)

NORTH

[Signature]
COUNCIL DELEGATE

8/10/12
DATE



SEARCH OF TORRENS TITLE

VOLUME 164854	FOLIO 1
EDITION 2	DATE OF ISSUE 28-Jul-2021

SEARCH DATE : 07-Sep-2022

SEARCH TIME : 12.39 PM

DESCRIPTION OF LAND

Parish of FORD Land District of WELLINGTON
Town of SMITHTON
Lot 1 on Sealed Plan 164854
Derivation : Part of Lot 23006 Gtd to H. Hanson & W. Geale and
Part of Lot 22603, 66A-1R-36P Gtd to C J Ward
Prior CTs 226397/1 and 108510/4

SCHEDULE 1

M886951 TRANSFER to SAPUTO DAIRY AUSTRALIA PTY LTD
Registered 28-Jul-2021 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
A134668 FENCING CONDITION in Transfer
C315166 PROCLAMATION under Section 9A and 52A of the Roads
and Jetties Act 1935 Registered 01-Aug-2001 at noon
C315174 PROCLAMATION under Section 9A and 52A of the Roads
and Jetties Act 1935 Registered 01-Aug-2001 at noon

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



Cadastral Parcels - Owner Information (one feature)

Feature	
Property Address	2 IRISHTOWN RD SMITHTON TAS 7330
Property ID	7448975
Title Reference	164854/1
Owner Name(s)	SAPUTO DAIRY AUSTRALIA PTY LTD
Postal Address	5331 GREAT OCEAN RD ALLANSFORD VIC 3277



2. Existing Use & Zoning

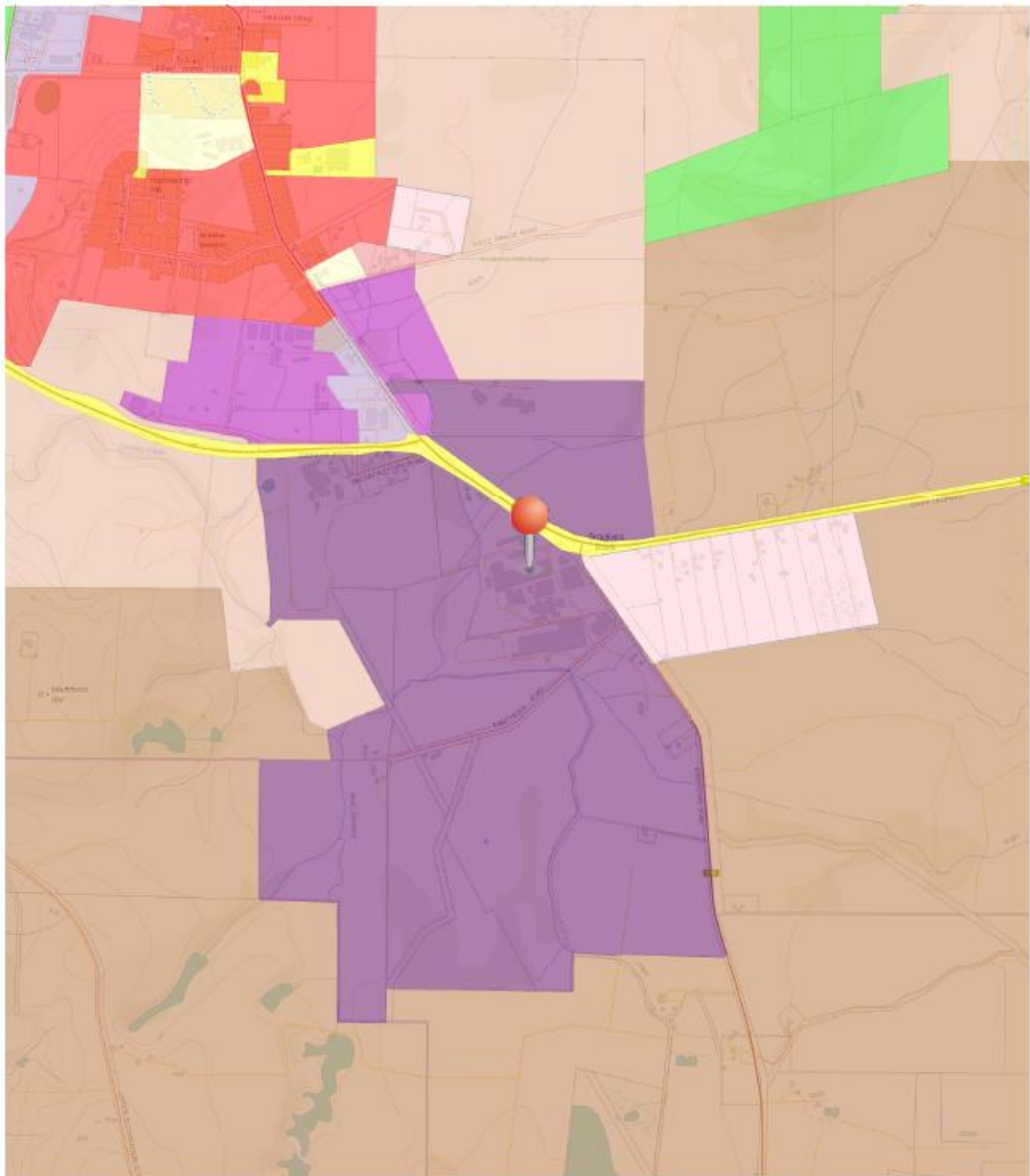
The current use is as a milk powder plant (and other fats) for Saputo Australia.

The development (this permit application) is located within the General Industrial Zone (Zone 19).

The road reserve surrounding to the northeast is zoned Utilities. The region on the northwest side of of the property is also zoned as General Industrial. The property to the south and west is also zoned as General Industrial. The property to the east on the opposite side of Irishtown Road is zoned as Rural Living.

Included below is the zoning map for the property and adjacent areas.





www.thelist.tas.gov.au

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Legend

Tasmanian Planning Scheme - Zones

General Residential



Inner Residential



Low Density Residential



Rural Living



Village



Urban Mixed Use



Local Business



General Business



Central Business



Commercial



Light Industrial



General Industrial



Rural



Agriculture



Landscape Conservation



Environmental Management



Major Tourism



Port and Marine



Utilities



Community Purpose



Recreation



Open Space



Future Urban



Particular Purpose



Cadastral Parcels - Owner Information



Topographic


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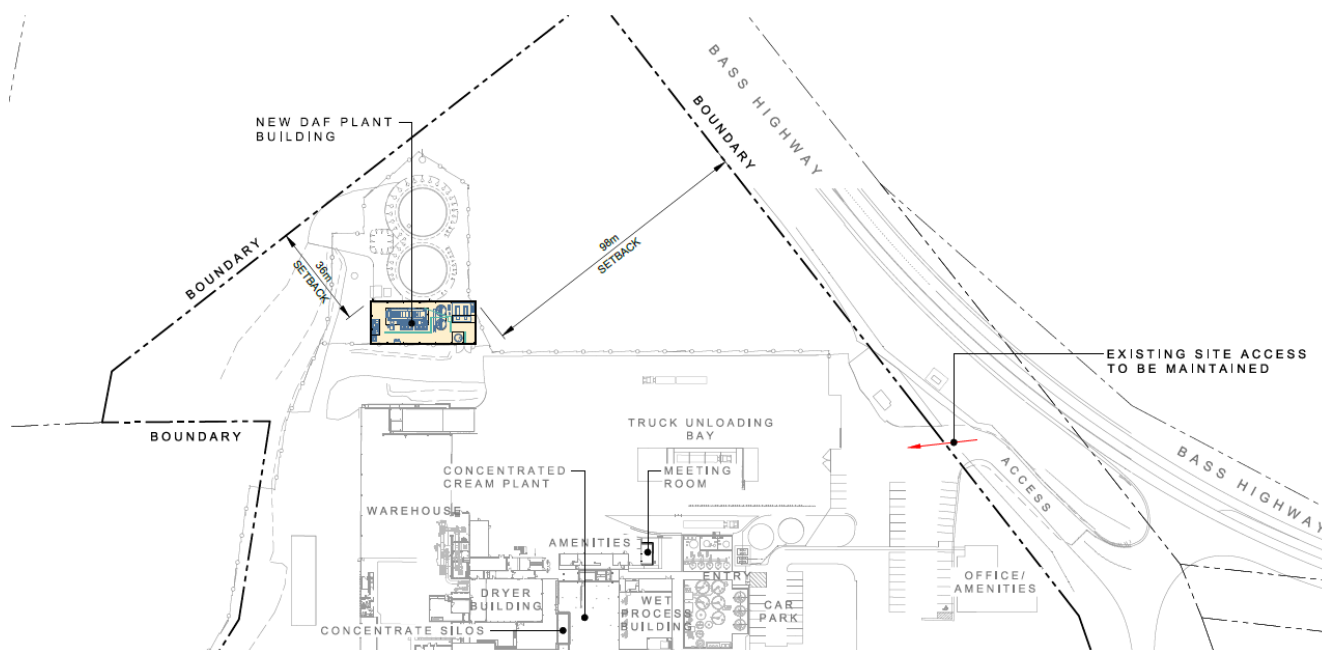
p: 03 6424-9085
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3. Proposed Development

This application is for the construction of a new Dissolved Air Flotation wastewater treatment facility (DAF plant) at the existing Saputo milk powder and cream manufacturing site.

The DAF plant will be housed in a 36.5m x 15.1m partially enclosed shed located between the existing waste balance tanks and warehouse building in the North of the site.

It is designed to significantly improve the site's wastewater treatment performance. The location is shown below and additional preliminary drawings included in Appendix A.



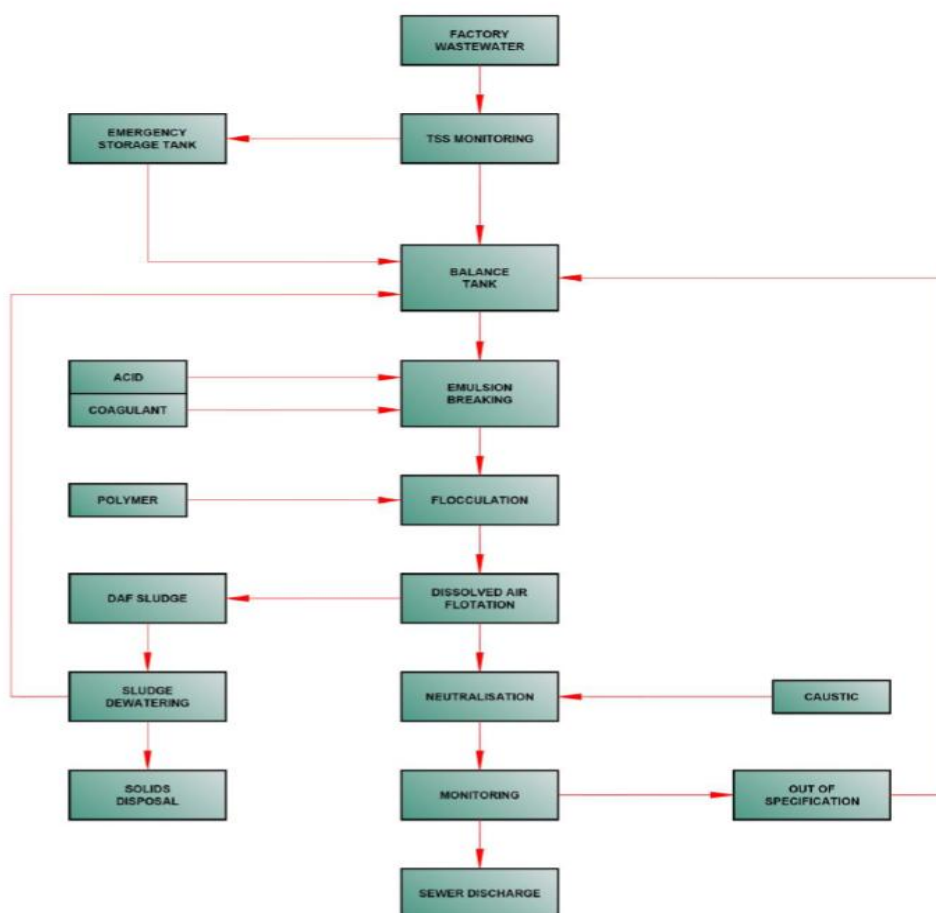
Currently, factory wastewater is managed through a system of balance tanks, pumps, limited fat skimming and pH-based diversion. While functional, the arrangement has limitations, including odour generation and less efficient solids and fat removal before discharge to Taswater sewer discharge. The current treatment system does not meet the Taswater Trade Waste Agreement discharge requirements. The proposed upgrade is to address the compliance improvement requirements of this trade waste agreement. A copy of the trade waste agreement is included in Appendix B. A copy of the Saputo Trade Waste Management Plan – Update is also included in Appendix C which outlines the program for meeting the Trade Waste Agreement requirements.

The proposed development centres on a new 40 m³/h DAF plant. Wastewater will be pumped from the primary balance tank to the DAF plant, where it undergoes controlled chemical dosing, flotation and clarification. Treated effluent that meets pH specifications will then flow by gravity to the existing discharge point for release to Taswater sewer. Any out of specification flow is returned for re-treatment.

Sludge generated by the DAF process will be collected in dedicated tanks and mechanically dewatered using belt filters. The resulting dewatered material will be removed from site in hook lift bins and is suitable for composting. Supporting infrastructure includes upgraded pumps with variable speed drives, dual sludge tanks with access platforms, polymer and acid dosing systems, and hot water washing facilities.



The process flow diagram is summarised below:



The proposed Dissolved Air Flotation facility has been designed for automatic operation, enabling it to run on demand around the clock with only minimal operator attendance. A PLC based control system with an integrated HMI interface will manage the entire process either by the operator at the HMI or remotely on the company server having access to the HMI IP address.

Chemicals would be delivered in 1,000 litre IBCs and sit on separate IBC bund pallets to capture any spillage. There is a 15m³ Acid tank that will be in a concrete bund with sufficient spillage capacity.

The proposed DAF plant will generate dewatered sludge that is suitable for composting and will be removed from site periodically in hook lift bins. These collections are expected to be relatively infrequent and form a modest addition to the existing truck movements already associated with the manufacturing operations. No significant increase in overall traffic generation is anticipated because of the wastewater treatment upgrade.

There is minimal impact to site services as part of the proposed wastewater treatment upgrade. Minor services re-routing will take place to allow construction of the new building and associated stormwater will be connected to the existing SW infrastructure. Other services on site such as water, steam, and compressed air do not need to be upgraded as there is enough capacity on site currently to meet the demand of the new DAF plant.



The Trade Waste Agreement for the Smithton site in Appendix B specifies the discharge parameters to be targeted.

SWA (DAF plant supplier) expect the higher value of treated effluent quality, (based on the following percentage reduction), and Taswater discharge criteria as per the Trade Waste Agreement in Appendix B.

- BOD: 60%
- COD: 65%
- O&G: 95%
- TSS: 90%
- TKN: 50%
- NH3: NIL
- TP: 80%

Overall, the new DAF plant will deliver more consistent and effective treatment of fats, oils, solids and other contaminants. This will reduce odour potential, produce a more reliable effluent stream for Taswater sewer, and convert sludge into a manageable, beneficial by-product.

The works represent a practical upgrade that optimises the site's existing wastewater handling arrangements while supporting ongoing environmentally responsible operations.

3.1 Odour Reduction

The DAF process will remove suspended solids, fats, oils, greases and other organic matter from the wastewater stream and capture them in a less actively degradable dewatered sludge. This reduces the quantity of organic solids available to accumulate and decompose within the wastewater treatment system.

Solids removed by the DAF will be mechanically dewatered and transferred directly into covered skip bins for regular removal from site to a commercial composting facility. Waste material will remain covered whilst stored on site and during transport.

Accordingly, the proposal is expected to reduce odour-generating potential by:

- Reducing the quantity of organic solids entering the wastewater treatment system;
- Reducing sludge accumulation within the treatment process;
- Removing solids from the site in a controlled manner; and
- Storing and transporting all removed solids in specialised covered containers.

For these reasons, the proposal is not expected to increase odour emissions and is anticipated to provide a modest reduction in odour-generating potential when compared with the current, already low odour producing, operation.

3.2 Noise

The proposed DAF facility has been designed to minimise noise emissions and is not expected to result in a material increase in off-site noise levels.

The primary operating equipment, including pumps, motors and treatment equipment, will be located within a purpose-built building enclosed on three sides. All pumps and motors are specified to operate at less than 90 dBA at one metre and are positioned well within the building footprint rather than adjacent to external walls. The proposed air compressor has a manufacturer-specified noise level of less than 70 dBA and will be located adjacent to the building where it will benefit from acoustic shielding provided by the structure.

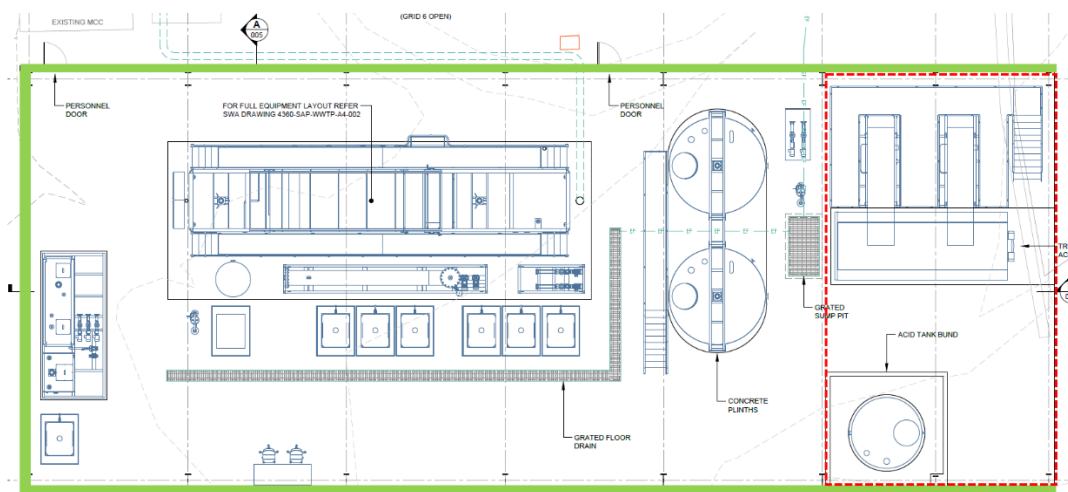
The only partially open section of the building will contain the dewatering equipment and chemical storage area. Activities within this area are intermittent and infrequent, with chemical deliveries occurring every two to three weeks and dewatering equipment operating only as required.

Given the enclosed design of the facility, the location and specification of the equipment, and the intermittent nature of activities occurring within the open section of the building, the proposal is not expected to result in a noticeable increase in noise emissions beyond current site operations.



Dewatered Sludge Storage Bins

- The waste storage bin location and examples of the proposed covered waste storage bins are shown below.



Skip Bins

- Customised bins to suit the proposed De-watering units similar to those pictured below, with slightly wider open to accommodate the 2 De-watering units filling the dry waste into the bin.
- Bins will be covered while awaiting, and during, transport to a commercial composting facility.



Air Compressor proposed unit

- Air compressor will be located LHS of the proposed DAF building and has a DB reading of <70

GDK7 HPM - GDK22 HPM Regulated Speed Screw Compressors

Model Number	Pressure (Bar)	Power (kW)	Output (m ³ /min)	Noise Level dB(A)	Weight (kg)	Dimensions L x W x H (mm)
GDK7 HPM	7 8 10 12.5	7	0.28 - 1.18 0.26 - 1.09 0.22 - 0.95 0.15 - 0.80	69	169	840x680x810
GDK11 HPM	7 8 10 12.5	11	0.28 - 1.65 0.26 - 1.55 0.22 - 1.39 0.15 - 1.20	69	169	840x680x810
GDK15 HPM	7 8 10 12.5	15	1.01 - 2.54 0.99 - 2.40 0.96 - 2.07 0.92 - 1.77	69	325	900x800x1300
GDK18 HPM	7 8 10 12.5	18.5	1.01 - 3.12 0.99 - 3.00 0.96 - 2.61 0.92 - 2.25	66	340	900x800x1300
GDK22 HPM	7 8 10 12.5	22	1.01 - 3.66 0.99 - 3.50 0.96 - 3.22 0.92 - 2.72	66	342	900x800x1300



4. Planning Scheme Compliance

4.1 Scheme Reference

This application is made in accordance with the Tasmanian Planning Scheme.

4.2 Zone

The existing property is zoned General Industrial zone 19.

4.3 Zone Compliance

Section 19.2 Use Table

Permitted	Qualification	This Application Compliance
Resource Processing		Permitted use

19.4.1 Building height

Objective:

To provide for a building height that:

- (a) is necessary for the operation of the use; and
- (b) minimises adverse impacts on adjoining properties.

Requirements	This Application
A1 Building height must be not more than 20m.	This Proposal Complies with Acceptable Solution A1 Maximum building height is 7m.

19.4.2 Setback

Objective:

That the building setback is appropriate for the site.

Requirements	This Application
A1 Buildings must have setback from a frontage of: (a) not less than 10m; (b) not less than existing buildings on the site; or	This Proposal Complies with Acceptable Solution A1 (a) and (b) The new building is offset 98m from Bass Highway frontage. The nearest boundary is 36m which is greater than existing buildings.



(c) not more or less than the maximum and minimum setbacks of the buildings on adjoining properties.

19.4.3 Landscaping

Objective:

That landscaping enhances the amenity and appearance of the streetscape where buildings are setback from the frontage.

Requirements	This Application
A1 If a building is set back from a road, landscaping treatment must be provided along the frontage of the site: (a) to a depth of not less than 6m; or (b) not less than the frontage of an existing building if it is a lesser distance.	This Proposal Complies with Acceptable Solution A1 (a) Existing landscaping is to be maintained.



5. Code Compliance

Code	Code Requirements	This Application
C1.0	Signs code	N/A
C2.0	Parking and Sustainable Transport Code	Refer below sections
C3.0	Road and Railway Assets Code	Refer below sections
C4.0	Electricity Transmission Infrastructure Protection Code	N/A
C5.0	Telecommunications Code	N/A
C6.0	Local Historical Heritage Code	N/A
C7.0	Natural Assets Code	Refer below sections
C8.0	Scenic Protection Code	N/A
C9.0	Attenuation Code	N/A
C10.0	Coastal Erosion Hazard Code	N/A
C11.0	Coastal Inundation Hazard Code	N/A
C12.0	Flood Prone Areas Code	N/A
C13.0	Bushfire Prone Areas Code	N/A
C14.0	Potentially Contaminated Land Code	N/A
C15.0	Landslip Hazard Code	N/A
C16.0	Safeguarding of Airports Code	Refer below sections



5.1 Parking and Sustainable Transport Code – Code C2.0

C2.1 Purpose of the Parking and Sustainable Transport Code

The purpose of the Parking and Sustainable Transport Code is:

C2.1.1

To ensure that an appropriate level of parking facilities is provided to service use and development.

C2.1.2

To ensure that cycling, walking and public transport are encouraged as a means of transport in urban areas.

C2.1.3

To ensure that access for pedestrians, vehicles and cyclists is safe and adequate.

C2.1.4

To ensure that parking does not cause an unreasonable loss of amenity to the surrounding area.

C2.1.5

To ensure that parking spaces and accesses meet appropriate standards.

C2.1.6

To provide for parking precincts and pedestrian priority streets.

C2.5.1 Car parking numbers

Objective:

That an appropriate level of car parking spaces are provided to meet the needs of the use.

Requirements	This Application
A1 The number of on-site car parking spaces must be no less than the number specified in Table C2.1, excluding if: (a) the site is subject to a parking plan for the area adopted by council, in which case parking provision (spaces or cash-in-lieu) must be in accordance with that plan; (b) the site is contained within a parking precinct plan and subject to Clause C2.7; (c) the site is subject to Clause C2.5.5; or (d) it relates to an intensification of an existing use or development or a change of use where: (i) the number of on-site car parking spaces for the existing use or development specified in Table C2.1 is greater than the number of car	This Proposal Complies with Acceptable Solution A1 From Table C2.1 for Resource processing there should be 2 vehicle spaces per 3 employees and 1 bicycle space per 5 employees There are currently 53-63 employees at the site, and the proposed development will not add any employees. This would require 42 car parking spaces and 12 bicycle spaces. There are currently approximately 58 car parking spaces available on-site hence no additional car parking spaces will be required as shown on the planning drawings. Post-development, the site will still maintain ample hardstand to accommodate bicycle parking. Individual positions will not be marked – complies.



parking spaces specified in Table C2.1 for the proposed use or development, in which case no additional on-site car parking is required; or (ii) the number of on-site car parking spaces for the existing use or development specified in Table C2.1 is less than the number of car parking spaces specified in Table C2.1 for the proposed use or development, in which case on-site car parking must be calculated as follows: $N = A + (C - B)$ N = Number of on-site car parking spaces required A = Number of existing on site car parking spaces B = Number of on-site car parking spaces required for the existing use or development specified in Table C2.1 C = Number of on-site car parking spaces required for the proposed use or development specified in Table C2.1.	
--	--

C2.5.2 Bicycle parking numbers

Objective:

That an appropriate level of bicycle parking spaces are provided to meet the needs of the use.

Requirements	This Application
A1 Bicycle parking spaces must: (a) be provided on the site or within 50m of the site; and (b) be no less than the number specified in Table C2.1.	This Proposal Complies with Acceptable Solution A1 (a) and (b) Post-development the site will still maintain ample hardstand to accommodate bicycle parking. Individual positions will not be marked – complies.

C2.5.3 Motorcycle parking numbers

Objective:

That the appropriate level of motorcycle parking is provided to meet the needs of the use.

Requirements	This Application
--------------	------------------



A1 The number of on-site motorcycle parking spaces for all uses must: (a) be no less than the number specified in Table C2.4; and (b) if an existing use or development is extended or intensified, the number of on-site motorcycle parking spaces must be based on the proposed extension or intensification, provided the existing number of motorcycle parking spaces is maintained.	This Proposal Complies with Acceptable Solution A1 (a) and (b) Post-development the site will still maintain ample hardstand to accommodate motorcycle parking. Individual positions will not be marked – complies.
---	--

C2.5.4 Loading bays

Objective:

That adequate access for goods delivery and collection is provided, and to avoid unreasonable loss of amenity and adverse impacts on traffic flows.

Requirements	This Application
A1 A loading bay must be provided for uses with a floor area of more than 1000m² in a single occupancy.	This Proposal Complies with Acceptable Solution A1 There is an existing extensive paved area to the East of the new DAF Plant building that will be used for loading/unloading for any deliveries or hook bins.

C2.6.1 Construction of parking areas

Objective:

That parking areas are constructed to an appropriate standard.

Requirements	This Application
A1 All parking, access ways, manoeuvring and circulation spaces must: (a) be constructed with a durable all weather pavement; (b) be drained to the public stormwater system, or contain stormwater on the site; and (c) excluding all uses in the Rural Zone, Agriculture Zone, Landscape Conservation Zone, Environmental Management Zone, Recreation Zone and Open Space Zone, be surfaced by a spray seal, asphalt, concrete, pavers or equivalent material to restrict abrasion	This Proposal Complies with Acceptable Solution A1 No additional parking proposed.



from traffic and minimise entry of water to the pavement.	
---	--

C2.6.2 Design and layout of parking areas

Objective:

That parking areas are designed and laid out to provide convenient, safe and efficient parking.

Requirements	This Application
A1	
A1.1	This Proposal Complies with Acceptable Solution A1.1 (b)
Parking, access ways, manoeuvring and circulation spaces must either:	No additional parking proposed.
(a) comply with the following:	
(i) have a gradient in accordance with Australian Standard AS 2890 - Parking facilities, Parts 1-6;	
(ii) provide for vehicles to enter and exit the site in a forward direction where providing for more than 4 parking spaces;	
(iii) have an access width not less than the requirements in Table C2.2;	
(iv) have car parking space dimensions which satisfy the requirements in Table C2.3;	
(v) have a combined access and manoeuvring width adjacent to parking spaces not less than the requirements in Table C2.3 where there are 3 or more car parking spaces;	
(vi) have a vertical clearance of not less than 2.1m above the parking surface level; and	
(vii) excluding a single dwelling, be delineated by line marking or other clear physical means; or	
(b) comply with Australian Standard AS 2890- Parking facilities, Parts 1-6.	
A1.2	This Proposal Complies with Acceptable Solution A1.2 (b)
Parking spaces provided for use by persons with a disability must satisfy the following:	



(a) be located as close as practicable to the main entry point to the building; (b) be incorporated into the overall car park design; and (c) be designed and constructed in accordance with Australian/New Zealand Standard AS/NZS 2890.6:2009 Parking facilities, Off-street parking for people with disabilities. [S35]	(a) A disabled parking space/s already exists at the main entry point of the building/s. (b) The disabled parking space is incorporated into the overall carpark design. (c) Disabled parking space has been designed in accordance with AS/NZS 2890.6.
---	--

C2.6.3 Number of accesses for vehicles

Objective:

That:

- (a) access to land is provided which is safe and efficient for users of the land and all road network users, including but not limited to drivers, passengers, pedestrians and cyclists by minimising the number of vehicle accesses;
- (b) accesses do not cause an unreasonable loss of amenity of adjoining uses; and
- (c) the number of accesses minimise impacts on the streetscape.

Requirements	This Application
A1 The number of accesses provided for each frontage must: (a) be no more than 1; or (b) no more than the existing number of accesses, whichever is the greater.	This Proposal Complies with Acceptable Solution A1 The existing crossover on Irishtown Road that accesses the right of way attached to the title will remain as the main access to the site.
A2 Within the Central Business Zone or in a pedestrian priority street no new access is provided unless an existing access is removed.	N/A



C2.6.5 Pedestrian access

Objective:

That pedestrian access within parking areas is provided in a safe and convenient manner.

Requirements	This Application
A1	
A1.1	This Proposal Complies with Acceptable Solution A1.1 (b)
Uses that require 10 or more car parking spaces must:	The existing car park is signed and line marked at points where pedestrians cross access ways or parking aisles - this will remain.
(a) have a 1m wide footpath that is separated from the access ways or parking aisles, excluding where crossing access ways or parking aisles, by:	
(i) a horizontal distance of 2.5m between the edge of the footpath and the access way or parking aisle; or	
(ii) protective devices such as bollards, guard rails or planters between the footpath and the access way or parking aisle; and	
(b) be signed and line marked at points where pedestrians cross access ways or parking aisles.	
A1.2	This Proposal Complies with Acceptable Solution A1.2
In parking areas containing accessible car parking spaces for use by persons with a disability, a footpath having a width not less than 1.5m and a gradient not steeper than 1 in 14 is required from those spaces to the main entry point to the building.	The existing car park features a footpath having a width not less than 1.5m and a gradient not steeper than 1 in 14 from accessible spaces to the main entry point to the building - this will remain.

C2.6.6 Loading bays

Objective:

That the area and dimensions of loading bays are adequate to provide safe and efficient delivery and collection of goods.

Requirements	This Application
A1	This Proposal Complies with Acceptable Solution A1
The area and dimensions of loading bays and access way areas must be designed in accordance with Australian Standard AS	Loading bay meets AS 2890.



2890.2–2002, Parking facilities, Part 2: Off-street commercial vehicle facilities, for the type of vehicles likely to use the site.	
A2 The type of commercial vehicles likely to use the site must be able to enter, park and exit the site in a forward direction in accordance with Australian Standard AS 2890.2 – 2002, Parking Facilities, Part 2: Parking facilities - Off-street commercial vehicle facilities.	This Proposal Complies with Acceptable Solution A2 Loading bay meets AS 2890.

5.2 Road and Railway Assets Code – Code C3.0

C3.1 Purpose of the Road and Railway Assets Code

The purpose of the Road and Railway Assets Code is:

C3.1.1

To protect the safety and efficiency of the road and railway networks; and

C3.1.2

To reduce conflicts between sensitive uses and major roads and the rail network.

C3.5.1 Traffic generation at a vehicle crossing, level crossing or new junction

Objective:

To minimise any adverse effects on the safety and efficiency of the road or rail network from vehicular traffic generated from the site at an existing or new vehicle crossing or level crossing or new junction.

Requirements	This Application
A1	
A1.1 For a category 1 road or a limited access road, vehicular traffic to and from the site will not require:	N/A
(a) a new junction;	
(b) a new vehicle crossing; or	
(c) a new level crossing.	
A1.2 For a road, excluding a category 1 road or a limited access road, written consent for a new junction, vehicle crossing, or level crossing to	N/A



C7.1.2

To minimise impacts on coastal and foreshore assets, native littoral vegetation, natural coastal processes and the natural ecological function of the coast.

C7.1.3

To protect vulnerable coastal areas to enable natural processes to continue to occur, including the landward transgression of sand dunes, wetlands, saltmarshes and other sensitive coastal habitats due to sea-level rise.

C7.1.4

To minimise impacts on identified priority vegetation.

C7.1.5

To manage impacts on threatened fauna species by minimising clearance of significant habitat

C7.6.1 Buildings and works within a waterway and coastal protection area or a future coastal refugia area

Objective:

That buildings and works within a waterway and coastal protection area or future coastal refugia area will not have an unnecessary or unacceptable impact on natural assets.

Requirements	This Application
P1.1 Buildings and works within a waterway and coastal protection area must avoid or minimise adverse impacts on natural assets, having regard to: (a) impacts caused by erosion, siltation, sedimentation and runoff; (b) impacts on riparian or littoral vegetation; (c) maintaining natural streambank and streambed condition, where it exists; (d) impacts on in-stream natural habitat, such as fallen logs, bank overhangs, rocks and trailing vegetation; (e) the need to avoid significantly impeding natural flow and drainage; (f) the need to maintain fish passage, where known to exist; (g) the need to avoid land filling of wetlands; (h) the need to group new facilities with existing facilities, where reasonably practical; (i) minimising cut and fill; (j) building design that responds to the particular size, shape, contours or slope of the land; (k) minimising impacts on coastal processes, including sand movement and wave action;	Satisfies the performance criteria: The building works will not adversely impact any natural assets. - The site is already developed and is composed of gravel/road base on top of mixed fill, there is no vegetation and there will be no change to natural flow and drainage of the site. - In-stream natural habitat/coastal processes/fish passages/wetlands concerns are not applicable to this site and application. - The new facility is grouped directly adjacent existing waste water balance tanks and related infrastructure. - Any site cut/fill is only minor to establish a level building site.



(l) minimising the need for future works for the protection of natural assets, infrastructure and property; (m) the environmental best practice guidelines in the Wetlands and Waterways Works Manual; and (n) the guidelines in the Tasmanian Coastal Works Manual.	
P1.2 Buildings and works within the spatial extent of tidal waters must be for a use that relies upon a coastal location to fulfil its purpose, having regard to: (a) the need to access a specific resource in a coastal location; (b) the need to operate a marine farming shore facility; (c) the need to access infrastructure available in a coastal location; (d) the need to service a marine or coastal related activity; (e) provision of essential utility or marine infrastructure; or (f) provisions of open space or for marine-related educational, research, or recreational facilities.	N/A
A2 Buildings and works within a future coastal refugia area must be located within a building area on a sealed plan approved under this planning scheme.	N/A
A3 Development within a waterway and coastal protection area or a future coastal refugia area must not involve a new stormwater point discharge into a watercourse, wetland or lake.	Complies – this development has no new stormwater point discharge into a watercourse, wetland or lake, all stormwater collected is directed into existing stormwater infrastructure on site.
A4 Dredging or reclamation must not occur within a waterway and coastal protection area or a future coastal refugia area.	Complies – this development has no dredging or reclamation work within the coastal protection area.
A5 Coastal protection works or watercourse erosion or inundation protection works must not occur	N/A



within a waterway and coastal protection area or a future coastal refugia area.	
---	--

5.4 Safeguarding of Airports Code – Code C16.0

C16.1 Purpose of the Safeguarding of Airports Code

The purpose of the Safeguarding of Airports Code is:

C16.1.1

To safeguard the operation of airports from incompatible use or development.

C16.1.2

To provide for use and development that is compatible with the operation of airports in accordance with the appropriate future airport noise exposure patterns and with safe air navigation for aircraft approaching and departing an airport.

C16.4 Use or Development Exempt from this Code

C16.4.1

The following use or development is exempt from this code:

- (a) development that is not more than the AHD height specified for the site of the development in the relevant airport obstacle limitation area.

The development is less than the AHD height specified for the site of the development in the relevant airport obstacle limitation area of 100m, therefore exempt from this code.



APPENDIX A - TCS Drawings 10098-000_008 P1

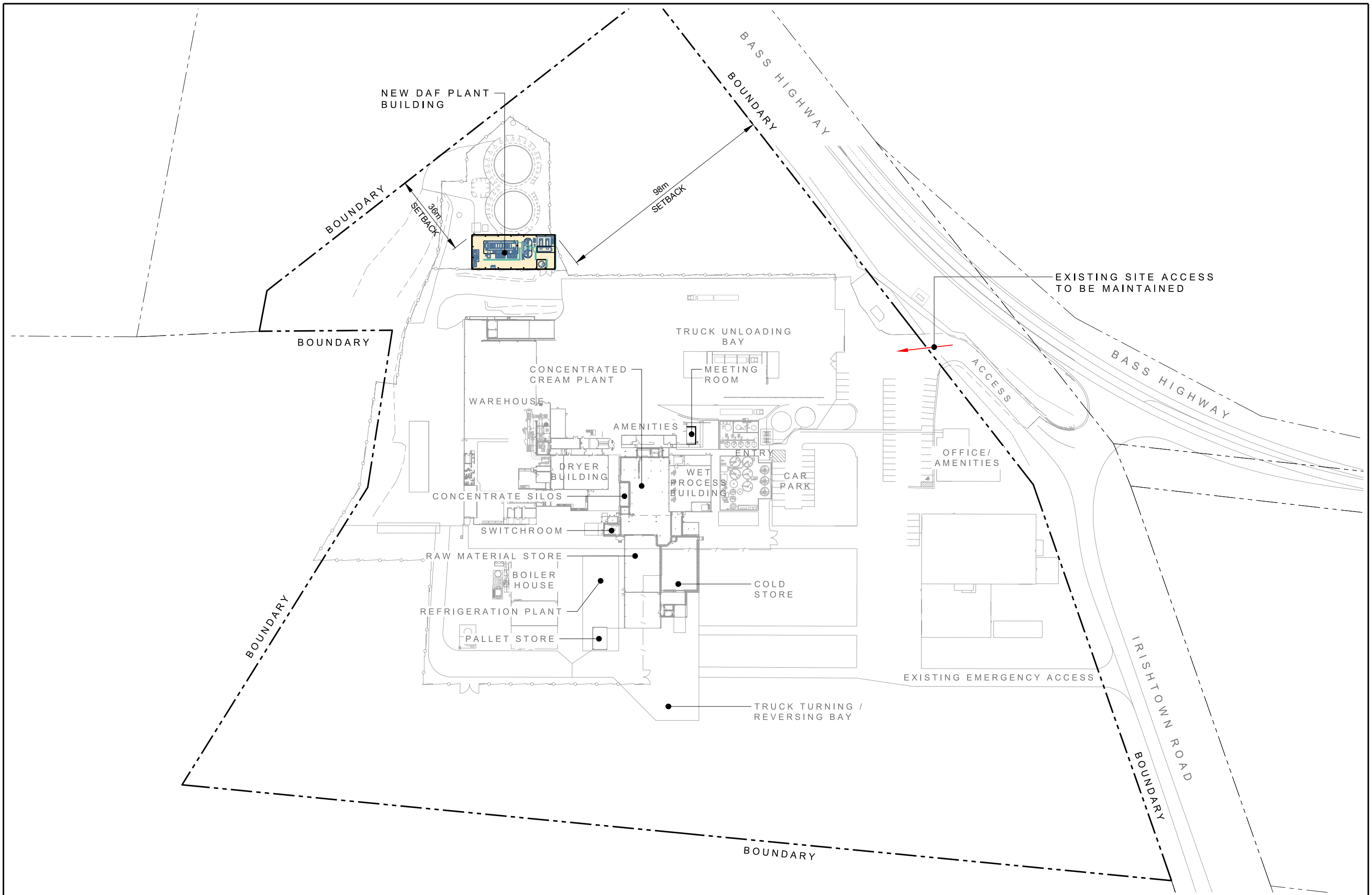


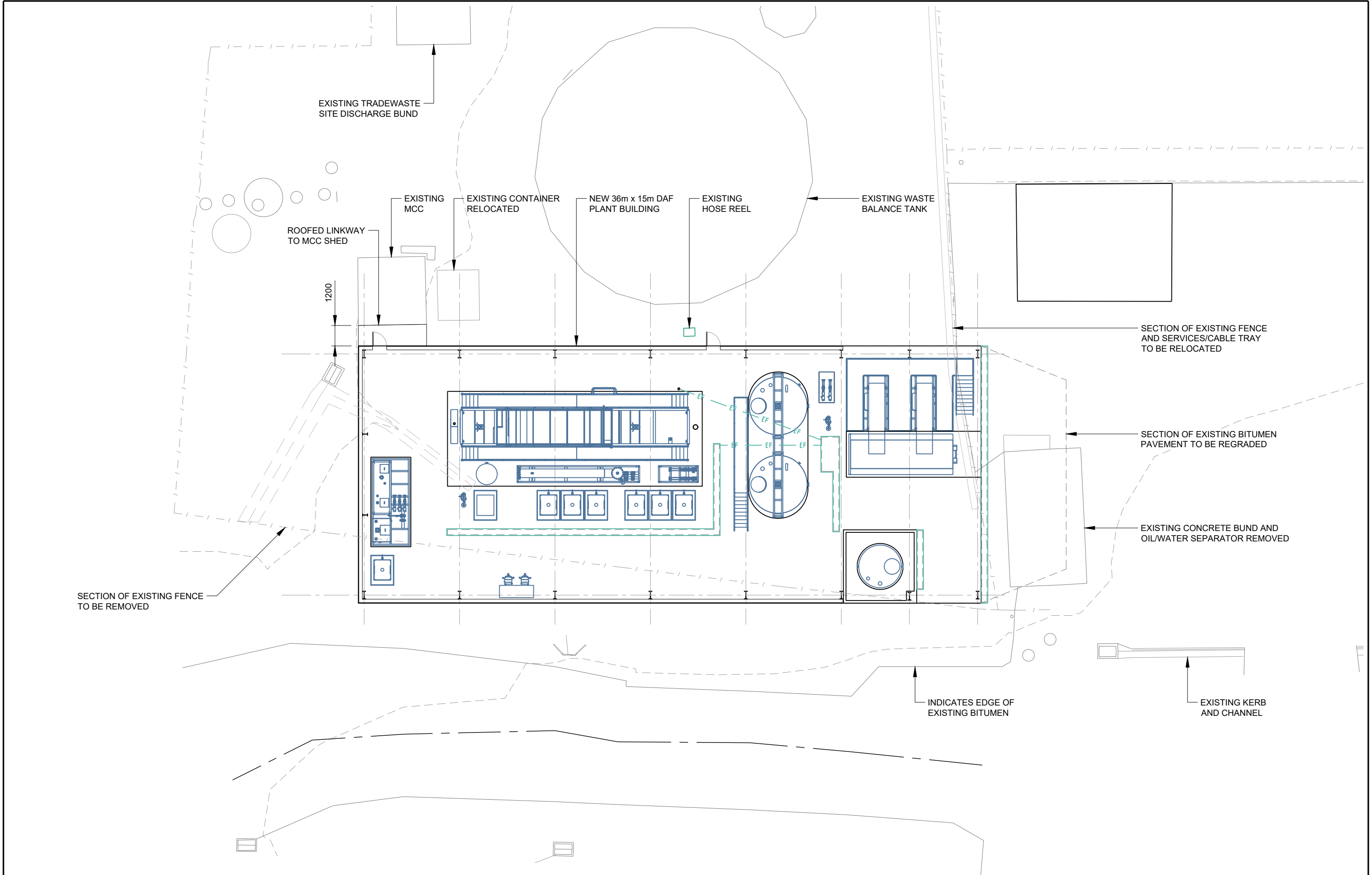
Tasmanian Consulting Service
Engineering. Design. Planning. Management. Construction.
PO Box 1047; 74 Oldaker St. Devonport Tasmania 7310

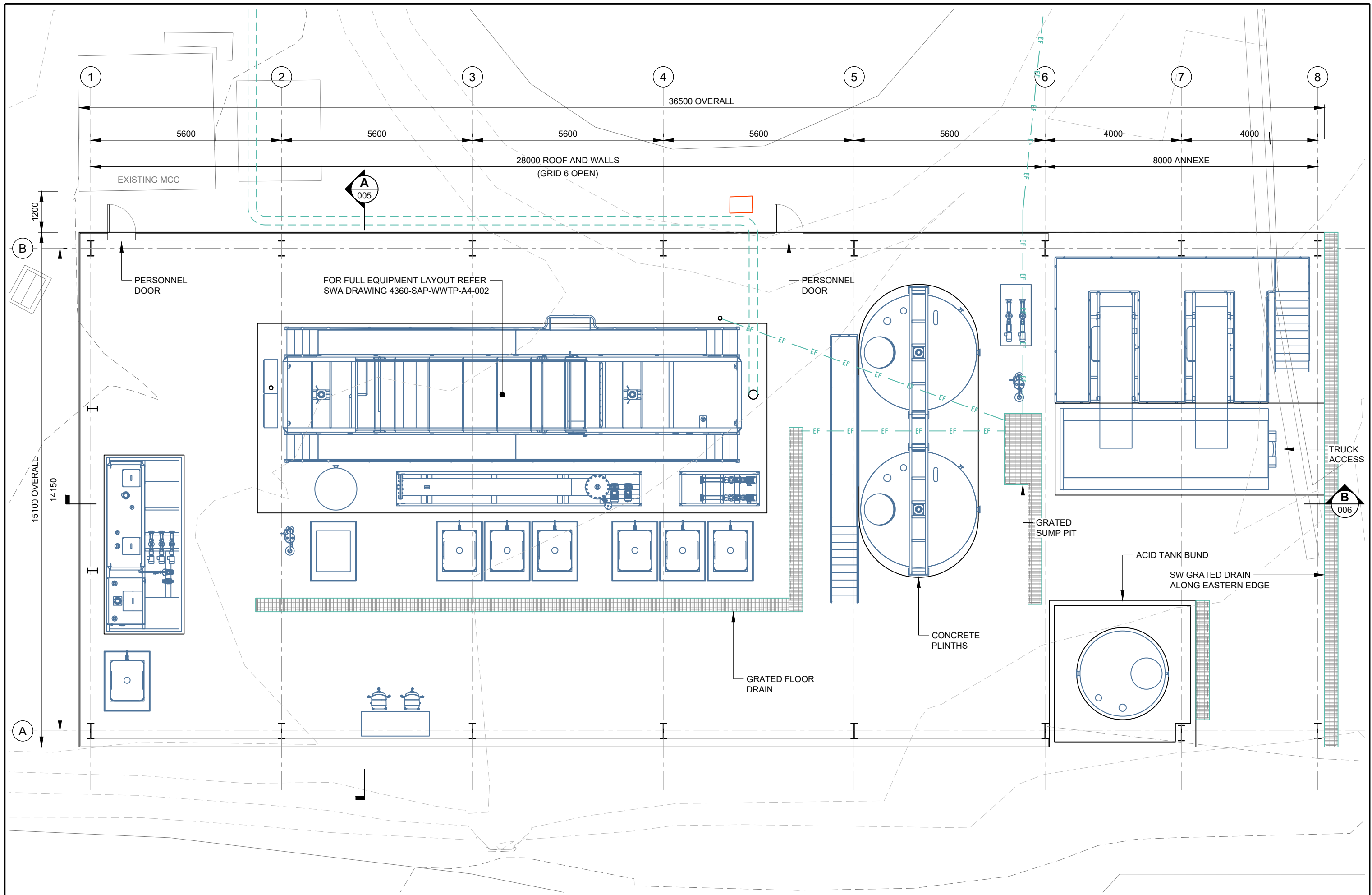
p: 03 6424-9085
f: 03 6424-5709
mail@tascon.com.au
ABN: 50 657 339 323

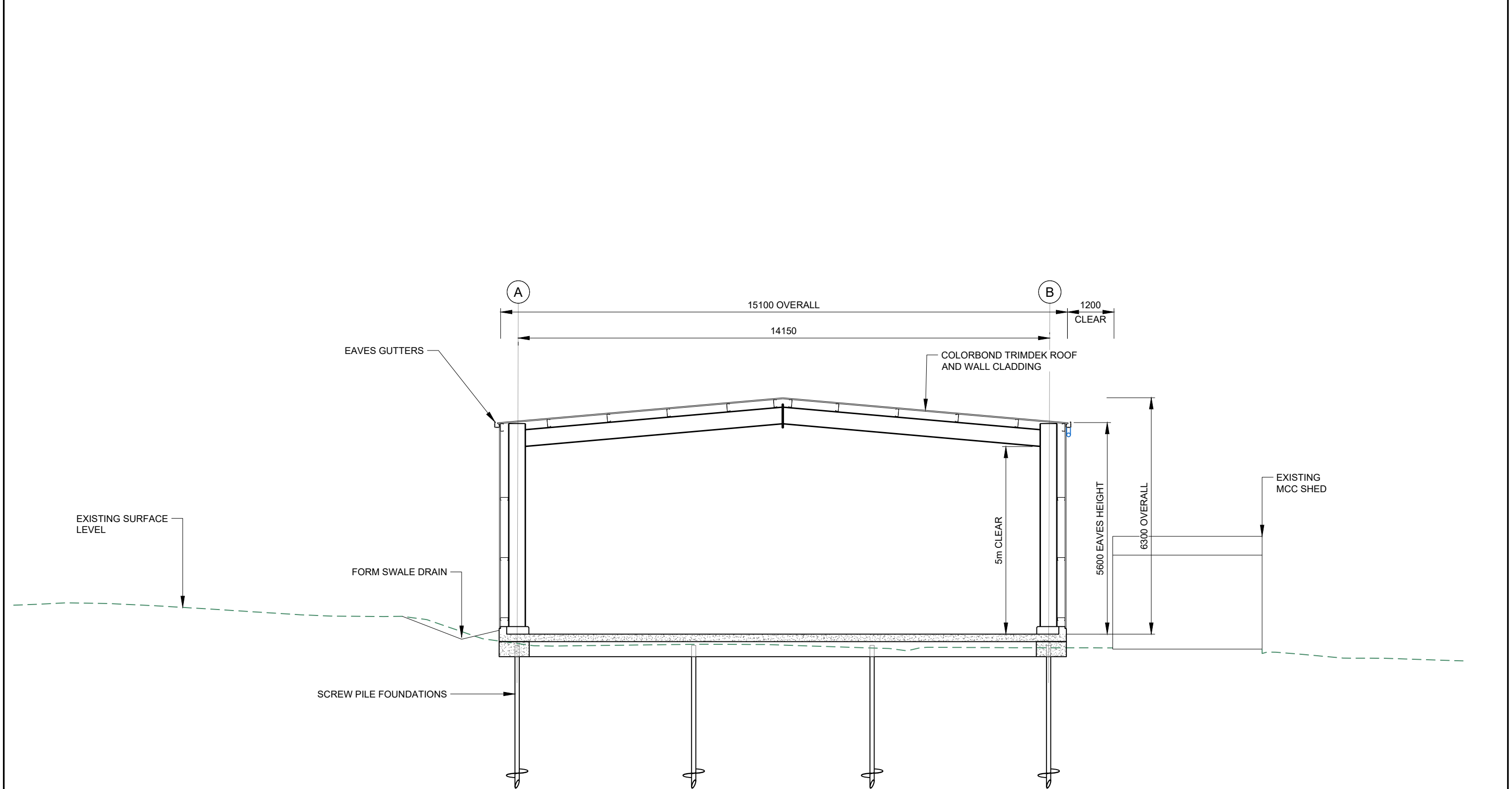
SAPUTO DAIRY AUSTRALIA
DAF PLANT
2 IRISHTOWN RD, SMITHTON

DRAWING NUMBER	DRAWING DESCRIPTION	ISSUE P1	ISSUE -	ISSUE -
10098-000	COVER PAGE & DRAWING SCHEDULE	27-08-26		
10098-001	LOCATION PLAN	27-08-26		
10098-002	SITE PLAN	27-08-26		
10098-003	SITE SERVICES PLAN	27-08-26		
10098-004	FLOOR PLAN	27-08-26		
10098-005	SECTION A	27-08-26		
10098-006	SECTION B	27-08-26		
10098-007	ELEVATIONS; SHEET 1	27-08-26		
10098-008	ELEVATIONS; SHEET 2	27-08-26		







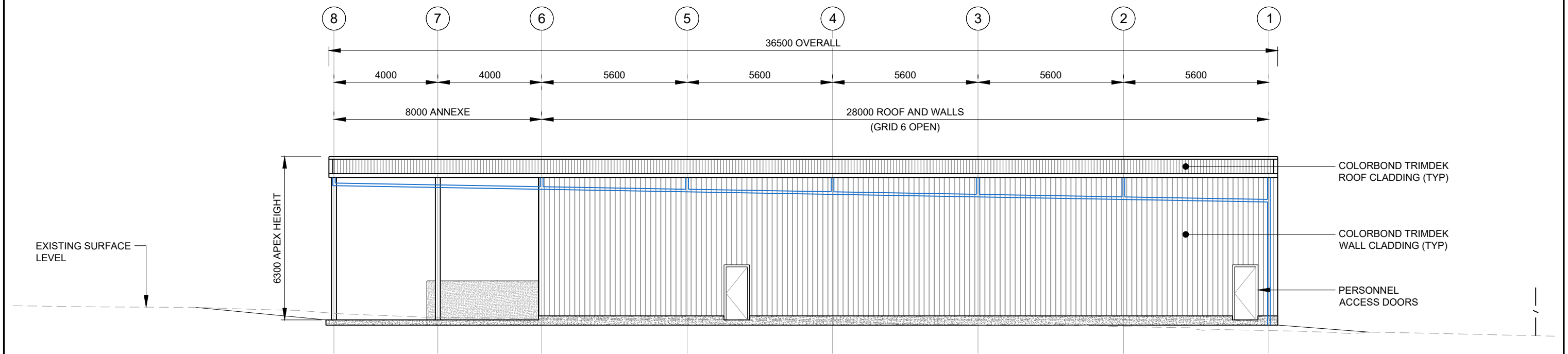


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SCALE 1:100

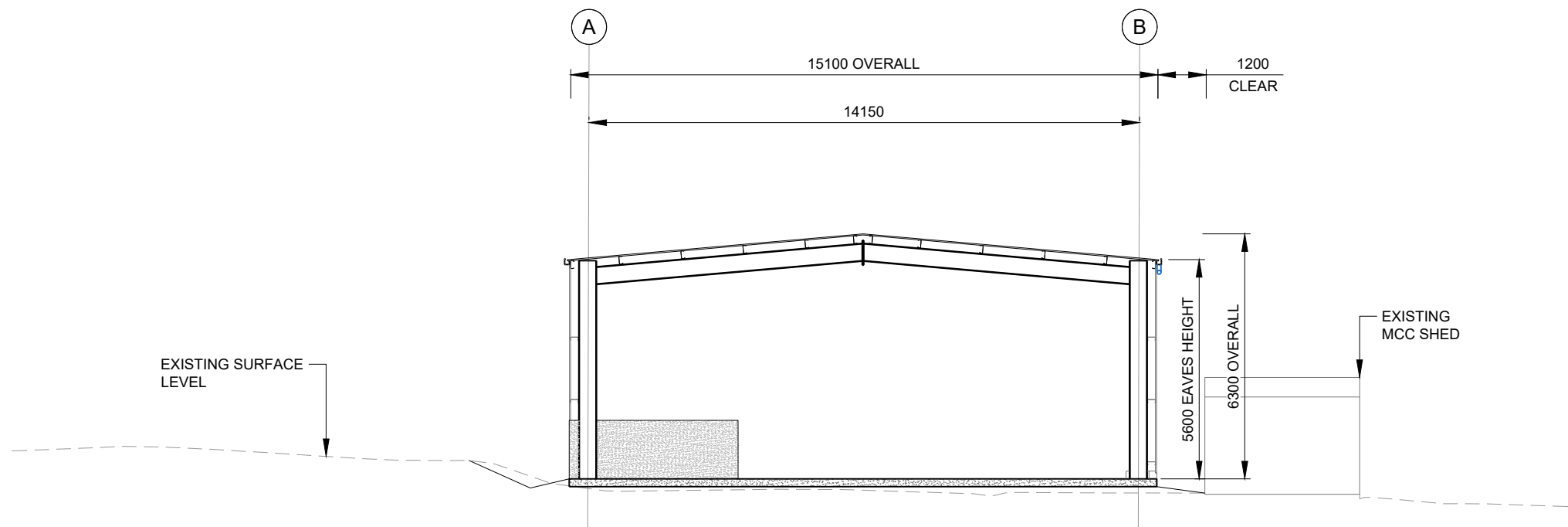


SECTION
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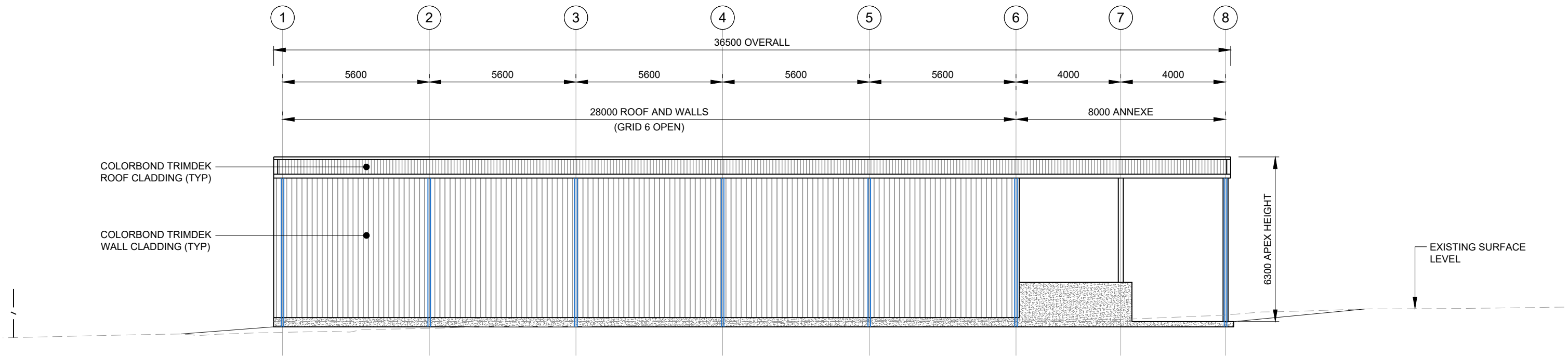
B
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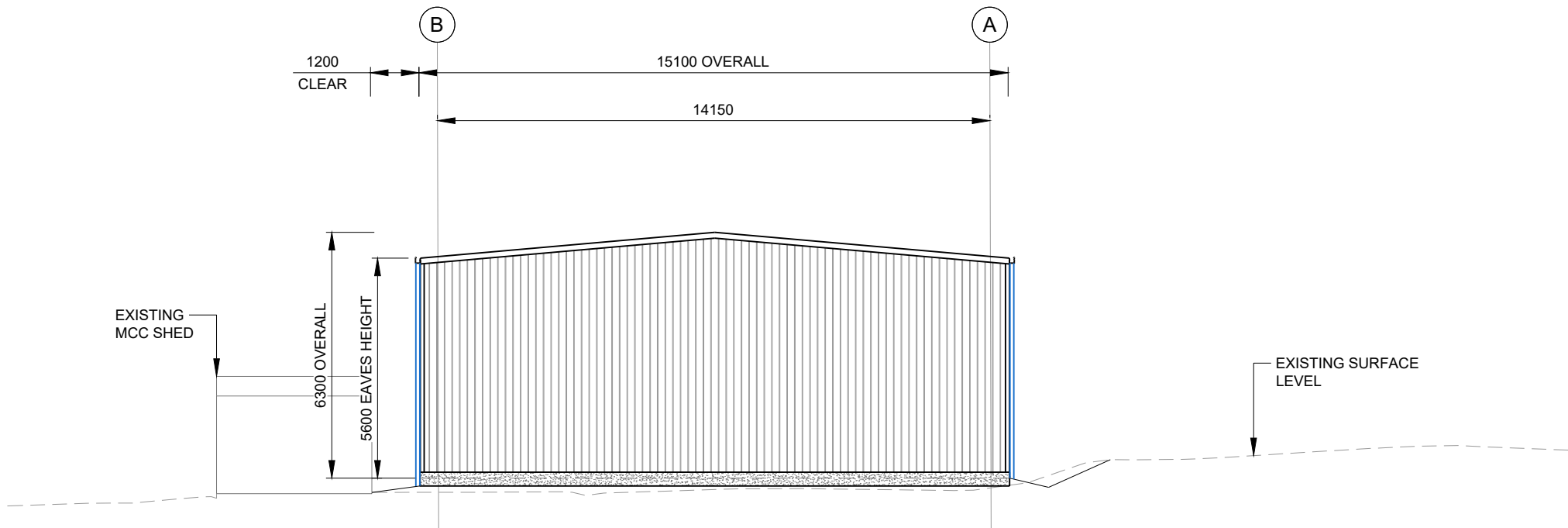
NORTH ELEVATION
SCALE 1:150



EAST ELEVATION
SCALE 1:150



SOUTH ELEVATION
SCALE 1:150



WEST ELEVATION
SCALE 1:150

APPENDIX B - Taswater Trade Waste Agreement



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ABN: 50 657 339 323

Trade Waste Agreement

Provision of Trade Waste Services
between
Tasmanian Water & Sewage Corporation Pty Ltd
“Corporation”

and

Saputo Dairy Australia Pty Ltd
“Customer”

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INSTRUMENT OF AGREEMENT

PURPOSE OF THE AGREEMENT

- A. The Customer has asked the Corporation to accept Trade Waste from the Customer's operations at the Premises.
- B. The Corporation has agreed to accept the Customer's Trade Waste on the terms of this Agreement.
- C. This Agreement:
 - operates as a contract to discharge Trade Waste pursuant to sections 56Z(2) and 61 of the Act;
 - operates to the extent of any contradiction or inconsistency, to override the terms of the Customer Service Code;
 - allows the discharge of Trade Waste by the Customer on the terms of this Agreement;
 - supersedes any previous agreement, consent or permission to discharge the Customer's Trade Waste to the Sewerage Infrastructure; and
 - does not operate as a consent to discharge Domestic Waste.

Words or phrases which commence with a capital letter are defined. Those definitions are set out in Condition 1 of the General Conditions.

STRUCTURE OF THE AGREEMENT

This Agreement comprises the following parts:

- this Instrument of Agreement;
- the Particulars;
- the General Conditions;
- Schedule 1 (Acceptance Criteria);
- Schedule 2 (Monitoring);
- Schedule 3 (Charges); and
- Appendix A (Site and Process Plan).

SIGNING PAGE

EXECUTED BY THE PARTIES

The Corporation:

SIGNED FOR AND ON BEHALF OF the)
TASMANIAN WATER AND SEWERAGE)
CORPORATION PTY LTD by its authorised)
delegate, in the presence of:)

Witness

Delegate

The Customer:

EXECUTED by Saputo Dairy Australia Pty Ltd)
in accordance with section 127(2) of the)
Corporations Act 2001 in the presence of)
authorised persons:)
)

Director

Full name

*Director/Company Secretary/Sole Director and Sole
Company Secretary
*Delete whichever is inapplicable

Full name

PARTICULARS

1. TWA TERM & CATEGORY

Corporation Reference No.			
Category of Trade Waste	Category 4		
Issue Date	25/06/2026		
Term of TWA	2 years and 4 months	TWA Expiry Date	26/10/2028

2. THE CORPORATION

The Corporation	TASMANIAN WATER & SEWERAGE CORPORATION PTY LTD		
Trading As	TASWATER		
ACN	162 220 653	ABN	47 162 220 653
Postal Address	GPO Box 1393		
Suburb	Hobart	State	TAS
		Postcode	7001
Contact - Trade Waste	Stuart Heiniger	Phone	0484 859 024
		Email	Stuart.heiniger@taswater.com.au

3. CUSTOMER

Name	Saputo Dairy Australia Pty Ltd		
Trading As	Saputo Smithton		
ACN	166 135 486	ABN	52 166 135 486
Postal Address	5331 Great Ocean Rd		
Suburb	Allansford	State	VIC
		Postcode	3277
Contact – Operations	Jane Stokes	Phone	0447993083
		Email	Jane.stokes@saputo.com
Contact – Accounts	Saputo Account Payable	Phone	N/A
		Email	SDA.apenquiries@saputo.com

4. TRADE WASTE PREMISES

Property Address	2 Irishtown Road		
Suburb	Smithton	State	Tas
		Postcode	7330

5. PREMISES OWNER

Name	Saputo Dairy Australia Pty Ltd		
Postal Address	5331 Great Ocean Rd		
Suburb	Allansford	State	VIC
		Postcode	3277
Phone	(03) 9040 5000	Email	Sda.procurement@saputo.com

6. TYPE OF BUSINESS/INDUSTRY

Business/Industry	Dairy Product Manufacture	ANZSIC Code	11330
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7. SECURITY

Security Type	Not Applicable
Value (\$)	Not Applicable

8. CORPORATION WORKS

Receiving Sewage Treatment Plant	Smithton STP (Pelican Point)
Connection Asset ID (TasWater)	A3184329
Corporations Works	Not Applicable
Corporation Works Cost (\$)	Not Applicable

9. VOLUME, RATE AND METHOD OF DISCHARGE

Discharger Type	Continuous
Maximum daily discharge Limit (kL/day)	692 kL/day
Maximum discharge rate (L/sec)	8 L/sec
Variable discharge rate (L/sec) (only complete if required, leave blank if not applicable)	-
	-
	-

10. DISCHARGE PERIOD

Day	Discharge Permitted (Y/N)	Restricted Discharge Hours (Y/N)	Hours START (24hr Format)	Hours END (24hr Format)
Monday	Y	N	-	-
Tuesday	Y	N	-	-
Wednesday	Y	N	-	-
Thursday	Y	N	-	-
Friday	Y	N	-	-
Saturday	Y	N	-	-
Sunday	Y	N	-	-

11. TRADE WASTE PRE-TREATMENT APPARATUS

Table 11.1 – Customer Trade Waste Pre-Treatment Apparatus existing and/or new work – See Appendix A for specifics.

Pre-Treatment Apparatus	Status	Installation Due	TasWater Inspection Date
Aerated Balance tank – 500KL	Existing	Unknown	Unknown
Emergency Storage Tank – 500KL	Existing	Unknown	Unknown
Fat Trap	Existing	Unknown	Unknown
BOD storage tank (Pig Tank)	Existing	Unknown	Unknown
Ultraspin Hydrocyclone Fat removal Device	Existing	20/01/2025	20/01/2025
Fat Storage Tank	Existing	20/01/2025	20/01/2025

12. MONITORING EQUIPMENT

Table 12.1 – Maintenance and Calibration Equipment outlined in Appendix A

Monitoring Equipment	Status	Installation Due	TasWater Inspection Date	Maintenance Frequency
Magnetic Flow Meter (online)	Existing	Unknown	Unknown	Annually or as required to maintain accuracy
pH Probe (online)	Existing	Unknown	Unknown	Monthly or as required to maintain accuracy
Temperature Probe (online)	Existing	Unknown	Unknown	Annually or as required to maintain accuracy

Conductivity Probe (online)	New Works	13/11/2025	13/11/2025	Annually or as required to maintain accuracy
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13. SAMPLE POINTS

Table 13.1 – See Appendix A for site plan and location of sample point

Sample Point Type	Sample Point ID	Status	Installation Due	TasWater Inspection Date
Sample Valve	(SP @ APP A)	Existing	Unknown	Unknown

14. FEES AND CHARGES

Billing Cycle Date for payment: MONTHLY within 30 days of receipt of an invoice.

Application Fee	\$3,638.35	Annual Management Fee	\$2,453.16	Volumetric Charge (\$/kL)	\$1.53
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Table 1.1: – Chargeable parameter pricing (\$/kg)

Parameter	Price Per Kilogram (\$/kg)
Biochemical Oxygen Demand (BOD ₅)	\$1.04/kg
Total Suspended Solids (TSS)	\$1.33/kg
Total Kjeldahl Nitrogen (TKN)	\$2.50/kg
Total Oil & Grease (O&G)	\$1.84/kg
Total Phosphorus (TP)	\$2.08/kg
Sodium (Na)	\$0.43/kg

15. TRADE WASTE MANAGEMENT PLAN

Refer to section 10 of General Conditions

Management Plan Required	Scope	Delivery Date
Required	The customer must provide the corporation with a detailed and fully funded Trade Waste Management Plan which must include the Compliance Improvement Requirements and Compliance Improvement Program.	Completed 13/05/2026

16. SPECIAL CONDITIONS

SCHEDULE 1 – ACCEPTANCE CRITERIA

1. METHOD AND RATE OF DISCHARGE

Trade Waste discharge under this Agreement must only occur:

- 1.1. at the Connection Point;
- 1.2. through the Customer Pre-treatment Works;
- 1.3. at the Rate of Discharge;
- 1.4. in accordance with the Compliance Improvement Requirements, if applicable; and
- 1.5. in the Category of Trade Waste.

2. PROHIBITED SUBSTANCES

The following substances must not be discharged from the Premises or to the Sewerage Infrastructure as part of any Trade Waste discharge:

- 2.1. flammable and/or explosive substances;
- 2.2. radioactive substances (other than in accordance with the Radiation Protection Act 2005);
- 2.3. infectious wastes such as medical, clinical, veterinary or other pathological wastes that may pose a threat to human health;
- 2.4. genetically engineered organisms;
- 2.5. persistent and/or toxic substances.

3. LIMITS ON TRADE WASTE CONTENT

Except where the Customer is subject to Compliance Improvement Requirements, Trade Waste discharge from the Premises or to the Sewerage Infrastructure must not exceed or otherwise fail to achieve the limits set out in Tables 2.1 2.2, 2.3, and 2.4 of Schedule 1, below.

Table 2.1: –Local Acceptance Criteria

Parameter	Maximum Concentration (mg/L)	Maximum Load (kg/day)
Colour	Not noticeable at 100 dilutions	
Biochemical Oxygen Demand (BOD ₅)	600	-
Chemical Oxygen Demand (COD)	1500	-
Total Organic Carbon (TOC)	1200	-
Total Dissolved Solids (TDS)	4000	-
Total Suspended Solids (TSS)	600	-

Table 2.2: – General Acceptance Criteria

Parameter	Maximum Concentration (mg/L)	Maximum Load (kg/day)
Temperature	Less than 38°C	
pH	6-10	
Gross Solids	Non-faecal gross solids are to have a maximum linear dimension of less than 20 millimetres and a quiescent settling velocity of less than 3 metres per hour.	
Oil & Grease (O&G)	200	-
Sodium (Na)	500	-
Potassium (k)	40	-
Beach Grease	100	-
Methylene Blue Active Substances (MBAS)	500	-
Ammonia (NH ₃)	100	-
Total Kjeldahl Nitrogen (TKN)	150	-
Total Phosphorus (TP)	50	-
Sulphate (SO ₄)	1500	-
Sulphite (SO ₂)	15	-
Sulphide (S ₂ -)	5	-
Chlorine (Cl ₂)	10	-
Aluminium (Al)	100	-
Iron (Fe)	100	-
Boron (B)	100	-
Bromine (Br ₂)	10	-
Fluoride (F ⁻)	30	-
Cyanide (CN ⁻)	5	-

Table 2.3: – Metals Acceptance Criteria

Parameter	Maximum Concentration (mg/L)	Maximum Load (kg/day)
Arsenic (As)	5	0.015
Cadmium (Cd)	2	0.006
Chromium (Cr)	10	0.030
Cobalt (Co)	10	0.030
Copper (Cu)	10	0.030
Lead (Pb)	10	0.030
Manganese (Mn)	10	0.030
Mercury (Hg)	0.05	0.00015
Nickel (Ni)	10	0.030
Selenium (Se)	5	0.015
Silver (Ag)	5	0.015
Tin (Sn)	10	0.030
Zinc (Zn)	10	0.030

Table 2.4: – Organic Compounds Acceptance Criteria

Parameter	Maximum Concentration (mg/L)	Maximum Load (kg/day)
Formaldehyde (HCHO)	50	-
Phenolic Compounds (Phenols)	100	-
Pentachlorophenol	5	-
Total Petroleum Hydrocarbons (TPH)	30	-
Halogenated Aliphatic Compounds (HAC)	5	-
Halogenated Aromatic Hydrocarbons (HAH)		
Polychlorinated Biphenyls (PCB)	0.002	-
Polybrominated Biphenyls (PBB)	0.002	-
Polynuclear Aromatic Hydrocarbons (PAH)	5	-
Pesticides (General), (including insecticides, herbicides, fungicides)	1	-
Organophosphate Pesticides	0.1	-
Organochlorine Pesticides		
Aldrin	0.001	-
Chlordane	0.006	-
DDT	0.003	-
Dieldrin	0.001	-
Heptachlor	0.003	-
Lindane	0.100	-

4. COMPLIANCE IMPROVEMENT REQUIREMENTS

- 4.1. Where the Customer is subject to Compliance Improvement Requirements, as indicated in the Particulars, the Customer must complete its Compliance Improvement Program:
- wholly at its own cost as detailed at Schedule 3 (Charges);
 - by completing the Compliance Improvement Requirements for each Milestone on or before the due date specified for that Milestone in clause 4.2 and to the satisfaction of the Corporation (acting reasonably);
 - in accordance with all laws, its approved Trade Waste Management Plan and any engineering drawings or reports which document the proposed pre-treatment solution.

4.2. The Compliance Improvement Program consists of the following Milestones:

Milestone	Compliance Improvement Requirement	Due Date
1	Procurement of nominated telemetry equipment Provision of a connection for the installation of the Corporation's Indidium Dynamics telemetry equipment to existing effluent monitoring probes.	Completed March 2026
2	Customer to undertake internal testing to assess the impact of loss reduction initiatives and present results to the Corporation.	Completed May 2026
3	Customer to confirm scope of wastewater CAPEX investment for Smithton site and present scope to the Corporation.	Completed 13 May 2026
4	A. Customer to prepare trade waste management plan based on wastewater CAPEX investment at site and undertake discussions with the Corporation relating to the proposed trade waste management plan.	Completed 13 May 2026
	B. Formal notification from the Customer (at the Board level) that a contractor has been selected for the installation of the pre-treatment solution and that capital expenditure has been approved for the pretreatment works.	Completed 13 May 2026
5	Pre-treatment infrastructure installed to the Corporation's reasonable satisfaction.	31/10/2027
6	Commissioning of the pre-treatment infrastructure to ensure regulatory limits are able to be met.	31/03/2028
7	Demonstrate compliance with regulatory limits to the Corporation's reasonable satisfaction.	30/09/2028

- 4.3. After receipt of the Customer's Trade Waste Management Plan and the documents associated with Milestone 2 of the Compliance Improvement Program, the Corporation shall notify the Customer, within a reasonable time, whether the documents are suitable or are not suitable (acting reasonably).
- 4.4. If the Corporation notifies the Customer that the documents are not suitable, the Corporation shall give reasons and the Customer shall submit new or amended documents until the Corporation notifies the Customer that the documents are suitable.
- 4.5. Any review by the Corporation of the Customer's Trade Waste Management Plan or the Customer's proposed pre-treatment solution as depicted in engineering drawings or construction plans, and any inspection of the pre-treatment solution at the Premises, shall not relieve the Customer from responsibility for the Customer's errors or omissions, or its

agents' errors or omissions, or compliance with the requirements of this Agreement, the Act, the Regulations or the Compliance Improvement Requirements.

- 4.6. The Customer must comply with the Acceptance Criteria by the due date for completion of Milestone 7.
- 4.7. Until the Customer has completed Milestone 7, provided it is complying with this clause 4 and not otherwise in default under this Agreement, the Customer may adhere to the Interim Trade Waste Limits.

Table 4.1: –Interim Trade Waste Limits

Parameter	Maximum Concentration (mg/L)	Maximum Load (kg/day)
Biochemical Oxygen Demand (BOD ₅)	2100	-
Chemical Oxygen Demand (COD)	3600	-
Sodium (Na)	1000	-
Total Suspended Solids (TSS)	800	-

- 4.8. If the Customer fails to achieve the Acceptance Criteria on or before the due date for the completion of Milestone 7, without limiting the Corporation's rights under any other provision of this Agreement or at law, the Corporation may at its discretion:
- provide the Customer with an agreed period for remediation which shall not exceed 2 months (**Extensions Period**) and may during the Extension Period cease, reduce or restrict the Trade Waste discharge from the Premises in accordance with clause 26 of the General Conditions; or
 - terminate this Agreement.

The Corporation may terminate this Agreement if the Customer fails to achieve the Acceptance Criteria by the end of any Extension Period provided in accordance with clause 4.8.

SCHEDULE 2 – MONITORING

1. SAMPLING LOCATIONS

1.1. Trade Waste discharge from the Premises must be sampled:

1.1.1 following Pre-Treatment through the Customer pretreatment works and any other pre-treatment required under this Agreement; and

2.1.1 prior to any connection to any Domestic Waste stream; and

3.1.1 prior to any discharge of Trade Waste to the Connection Point; and

4.1.1 only at the Designated Sampling Points, unless otherwise agreed or directed in writing by the Corporation.

The Designated Sampling Points must meet the Corporation's specifications currently as described in the Corporation's document "Trade Waste Flow measurement and Sampling installation Specification for major Trade Waste Dischargers" ("Sampling Specifications").

2. CUSTOMER SAMPLING (SELF-MONITORING PROGRAM)

Any sample or measurement of Trade Waste from the Premises must comply with the following requirements:

2.1. Samples must be taken and provided to the Corporation in accordance with the Self-Monitoring Program in tables 3.1, 3.2, for the parameters listed in Table 3.3 below.

2.2. Additionally:

2.2.1 Samples must be taken and transported by a person with appropriate training and experience, in the reasonable opinion of the Corporation; and

2.2.2 The customer must record the time and date for any samples collected and complete a chain of custody form in accordance with their chosen NATA laboratory; and

2.2.3 All Trade Waste samples must be stored at a constant 4°C and must not be held by the customer for a period exceeding 24hrs.

2.3. Details relating to the collection and analysis of the sample must be retained for 5 years after sampling and must be provided to the Corporation upon written request.

2.4. Samples must be analysed at a laboratory registered by the National Association of Testing Authorities (NATA) for the relevant test parameters or at such other laboratory approved in writing by the Corporation and industrial@taswater.com.au (or a Corporation specified data acquisition provider) must be a listed recipient of any laboratory reports (submission certificates and certificate of analysis).

2.5. The Customer must provide any sampling results and laboratory reports to the Corporation in the format and by the means directed by the Corporation in accordance with the Corporation's requirements.

Table 3.1 –Self Monitoring Programs

Program	Program Details	Frequency	Responsible Party
1	Billing and Compliance – Daily Field Testing	Daily	Customer
2	Standard parameters – 24hr flow proportional 3 day consecutive sampling	Fortnightly	Customer

Table 3.2 –Self Monitoring Schedule

Sampling Months	Program Number	First Sample Collection	Sample Results and Volume Data Due
January	1 & 2	First and third production week of each month. Sample collection must occur on days where trade waste is being discharged..	14 February
February	1 & 2		14 March
March	1 & 2		14 April
April	1 & 2		14 May
May	1 & 2		14 June
June	1 & 2		14 July
July	1 & 2		14 August
August	1 & 2		14 September
September	1 & 2		14 October
October	1 & 2		14 November
November	1 & 2		14 December
December	1 & 2		14 January

Table 3.3 –Self Monitoring Sample Parameters

Parameter	Unit of measure	Program 1	Program 2
Flow (Discharge volume)	kL	✓	
Temperature (field)	°C	✓	✓
pH (field)	pH units	✓	✓
Electrical Conductivity (EC) (field)	µS/cm	✓	✓
Ammonia (NH3)	mg/L		✓
Total Kjeldahl Nitrogen (TKN)	mg/L		✓
Total Nitrogen (TN)	mg/L		✓
Total Phosphorus (TP)	mg/L		✓
Chemical Oxygen Demand (COD)	mg/L		✓
Sodium (Na)	mg/L		✓
Potassium (K)	mg/L		✓
Total Suspended Solids (TSS)	mg/L		✓
Biochemical Oxygen Demand (BOD ₅)	mg/L		✓

Oil & Grease (O&G)	mg/L		✓
Sulphate (SO ₄)	mg/L		✓
Sulphide (S ₂ -)	mg/L		✓
Sulphite (SO ₂)	mg/L		✓
Thiosulphate (S ₂ O ₃)	mg/L		✓
Total Dissolved Solids (TDS)	mg/L		✓

3. CORPORATION SAMPLING

The Corporation may undertake any inspection of the Customer Trade Waste Pre-Treatment System, or monitoring or sampling of Trade Waste from the Premises, itself in the following circumstances:

- 3.1. If requested in writing by the Customer, at the Customer's cost;
- 3.2. For audit purposes at the Customer's expense;
- 3.3. Where the Customer is subject to Compliance Improvement Requirements at the Customer's cost; and
- 3.4. Where the Corporation considers, on reasonable grounds, that a breach of this Agreement has occurred and if such a breach is proven to have occurred, any such inspection, or monitoring or sampling undertaken by the Corporation will be at the Customer's cost.

Table 3.4 – Corporation Sampling Program

Sampling Program	Sample Type	Frequency	Responsible Party
24hr composite sample/s	Random	Random/As Required	TasWater
Grab sample/s	Random	Random/As Required	TasWater

4. VOLUME AND FLOW MONITORING

- 4.1. The Customer must maintain the flow meter required by the Corporation for the purposes of measuring:
 - 4.1.1 Trade Waste flow and volume (including variances) from the Premises.
- 4.2. Flow monitoring equipment must be calibrated in accordance with the manufacturer's specifications to maintain $\pm 2\%$ (or better) of flow rate and or calibrated at least once every 12 months, whichever is the more frequent, at the expense of the Customer.
- 4.3. Flow metering equipment must not record instances of negative flow rate values, flow rates less than 0L/s must be recorded as 0L/s. Totals must be represented as accumulation of outflow without reduction of backflow or reverse flows.
- 4.4. Calibration details must be recorded and records kept for 5 years from the date of the relevant recording and supplied on written request to the Corporation.
- 4.5. Flow monitoring must occur continually and be reported to the Corporation as daily summaries on a monthly basis, with all other sampling results required by this Agreement.
- 4.6. Flow monitoring must be supplied by telemetry in accordance with the requirements of the Corporation. If the Customer does not have telemetry installed, it must allow the Corporation to install telemetry on the flow meter.
- 4.7. In accordance with the Trade Waste Management Plan (if applicable), the parties will continue to co-operate to improve confidence in the monitoring regime and work towards a reduction in monitoring frequency based on risk and consequences analysis.

SCHEDULE 3 - CHARGES

1. INTRODUCTION

The Charges set out in this Schedule 3 are the Charges to be paid by the Customer under this Agreement by the Date for Payment specified in the Particulars and for the Application Fee and Annual Management Fee in the amount specified in the Particulars. For the Usage Charges the amount per kilolitre and kilogram are specified in the Particulars but the actual amount for each of the Usage Charges will be determined through calculation in accordance with this Schedule.

2. APPLICATION FEE

The Corporation may levy the Application Fee on the Customer to recover the costs associated with processing the Customer's Trade Waste application including, but not limited to, administrative, technical, inspection, sampling and consulting costs.

3. ANNUAL MANAGEMENT FEE

The Corporation may levy the Annual Management Fee on the Customer to recover the costs of administering and managing this Agreement.

4. USAGE CHARGES

The Corporation may levy the Usage Charges on the Customer based on the volume and mass load of contaminants in the Trade Waste discharged by the Customer at the Connection Point. Usage Charges comprise the Volume Charge and the Mass Load Charge calculated in accordance with this section 4.

4.1. VOLUME CHARGE

The Volume Charge is applied to recover the cost of accepting, transporting and treating the domestic strength component of the Trade Waste as determined by the Corporation. Where applicable, the Volume Charge is calculated by measuring (or, where applicable, estimating) the volume of Trade Waste discharge and multiplying this figure by the charge per unit.

The Volume Charge is calculated as follows:

$$\text{Volume Charge (for the charging period)} = \mathbf{V} \times \mathbf{a}$$

Where

V is the recorded Trade Waste volume discharged in kilolitres for the charging period

a is the charge per kilolitre specified in item 14 of the Particulars.

The volume (**V**) is obtained from a flow meter installed for the purpose of obtaining flow amounts from the Customer's discharge to the Sewerage Infrastructure.

Failure to monitor and provide the relevant report or flow meter readings, within seven (7) days of a written request from the Corporation to do so, will result in the highest value for the parameter(s) reported in the previous 3 months or the annual average, whichever is

greatest, being used to calculate charges or another method the Corporation considers representative of the maximum volume and quality content of the Trade Waste discharged under this Agreement.

4.2. MASS LOAD CHARGE

A Mass Load Charge will be calculated utilising the Acceptance Criteria (Schedule 1) and the Monitoring (Schedule 2), based on the formula below:

$$\text{Mass Load Charge (\$)} = \frac{Cn \times V \times C}{1000} \text{ (Equation 1)}$$

Where:

Cn = Concentration (mg/L) of substance in sample(s).

V = Volume (kL) of Trade Waste discharged for the Period.

C = Charging rate (\$/kg) for discharge of substance per Table 1.1 in item 14 of the Particulars.

4.3. OTHER CHARGES

The Corporation may levy the Other Charges on the Customer.

5. COMPLIANCE IMPROVEMENT CHARGES

Where the Customer is subject to Compliance Improvement Requirements, the Customer shall be responsible for the following charges and costs:

- 5.1. the purchase and installation of the Corporation's nominated telemetry tool (the Indicum Dynamics telemetry equipment unless advised otherwise) to the Customer's existing flow meters;
- 5.2. the preparation of engineering drawings and reports which detail the proposed pre-treatment solution and associated works;
- 5.3. the material, construction and labour costs associated with the construction of the Customer Trade Waste Pre-Treatment Apparatus, whether identified:
 - a. at Item 11 of the Agreement Particulars;
 - b. in the Customer's approved Trade Waste Treatment Plan; or
 - c. in drawings and plans provided by the Customer as part of its Compliance Improvement Program,
- 5.4. the commissioning, testing, and monitoring of the new pre-treatment infrastructure to ensure that the regulatory limits detailed in Schedule 1 are met; and
- 5.5. any ongoing testing and monitoring where the Customer has failed to comply with the Compliance Improvement Program or has not met the required Acceptance Criteria by the due date for the completion of Milestone 5.

GENERAL CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

- 1.1.1. In this Agreement, the following terms have the following meaning unless otherwise indicated, either expressly or by context:
- 1.1.2. "**Acceptance Criteria**" means the standards, measures, criteria or other requirements or constraints set out in Schedule 1.
- 1.1.3. "**Act**" means the *Water and Sewerage Industry Act 2008* (Tas).
- 1.1.4. "**Agreement**" means this agreement, including the Particulars, Schedules and General Conditions.
- 1.1.5. "**Annual Management Fee**" means the fee so described in the Particulars.
- 1.1.6. "**Applicable Law**" means:
- a) any statute, regulation, by-law or ordinance of the Commonwealth of Australia or the State of Tasmania or any right of action under general law;
 - b) any ordinances, orders, awards, statutes, proclamations, codes, standards or guidelines of any Government Instrumentality with jurisdiction over the parties or the subject matter of this Agreement;
 - c) any terms or conditions of any licences, approvals, permits, consents or authorisations issued by a Government Instrumentality to either party; and
 - d) any Directive,
- whether in existence at the Effective Date or coming into existence after that date.
- 1.1.7. "**Application Fee**" means the fee so described in the Particulars.
- 1.1.8. "**Business Day**" means Monday to Friday inclusive, excluding any day proclaimed a holiday in the *Statutory Holidays Act 2000* (Tas) for the locality which incorporates the Premises.
- 1.1.9. "**Charges**" means the fees and charges payable by the Customer including the Application Fee, the Annual Management Fee, the Usage Charges, and the Other Charges as adjusted or varied in accordance with this Agreement.

- 1.1.10. **Compliance Improvement Program** means the program of Compliance Improvement Requirements and Milestones applicable to the implementation of the Customer's Trade Waste pre-treatment solution detailed in the Customer's Trade Waste Management Plan;
- 1.1.11. **Compliance Improvement Requirements** means the works and other requirements detailed at clause 4 of Schedule 1 that apply to a Customer who is unable to meet the Acceptance Criteria detailed at Schedule 1 and must therefore undertake a Compliance Improvement Program;
- 1.1.12. **"Condition"** means a condition contained in these General Conditions.
- 1.1.13. **"Connection Point"** means the point or points at which the Customer's Trade Waste is discharged from the Premises to the Sewerage Infrastructure as shown on the Site and Process Plan.
- 1.1.14. **"Consequential Loss"** means loss or damage arising from a breach of contract, tort (including negligence), under statute or any other basis in Law or in equity including, but without limitation, the following:
- a) loss of profits;
 - b) loss of revenue;
 - c) loss or denial of opportunity;
 - d) loss of access to markets;
 - e) loss of goodwill;
 - f) loss of business reputation, future reputation or publicity;
 - g) damage to credit rating;
 - h) loss of use;
 - i) indirect, remote, abnormal or unforeseeable loss;
 - j) loss a party has incurred in reasonable mitigation;
- or any similar loss whether or not in the reasonable contemplation of the parties at the time of execution of the Agreement.
- 1.1.15. **"Consumer Price Index"** means the consumer price index for the March Quarter for Hobart for the preceding financial year as published by the Australian Bureau of Statistics and if the consumer price index is suspended or discontinued, the index substituted for it by the Australian Bureau of Statistics.
- 1.1.16. **"Corporation"** means the party so recorded in the Particulars.
- 1.1.17. **"Corporation Works"** means any works which have been, or will be, undertaken by the Corporation to the Sewerage Infrastructure for the purpose of this Agreement as described in the Particulars.
- 1.1.18. **"Corporation Works Cost"** means the cost of the Corporation Works as described in the Particulars.
- 1.1.19. **"Customer"** means the party so recorded in the Particulars.

- 1.1.20. **"Customer Pre-treatment Works"** means the activities or works to be undertaken by the Customer as described in the Particulars.
- 1.1.21. **"Customer Service Code"** means the document of the same name, issued from time to time, pursuant to the Act.
- 1.1.22. **"Date for Payment"** means the due date for payment of the Charges as described in the Particulars.
- 1.1.23. **"Designated Sampling Points"** means the sampling points so described in the Particulars.
- 1.1.24. **"Directive"** means any present or future requirement, instruction, direction or order of a Government Instrumentality that is legally issued and binding on either party (as applicable) and any modification, extension or replacement thereof from time to time in force.
- 1.1.25. **"Domestic Waste"** means liquid waste or sewage generated in the course of domestic activities, including human faecal matter, urine and waste water associated with ordinary kitchen, laundry and ablution activities of a household or amenities area of a business, but does not include any Trade Waste.
- 1.1.26. **"Effective Date"** means the date on which the last party to execute this Agreement executed the Agreement.
- 1.1.27. **"Emergency"** means any event or condition (that is occurring, has occurred or is reasonably likely to occur), which, in the reasonable opinion of the Corporation, is environmental harm (as defined in EMPCA) to the environment (as defined in the EMPCA), or materially compromises the safety of the public (including the Corporation's employees, contractors, or agents), or compromises in a material respect the security, quality or continuity of the Sewerage Infrastructure.
- 1.1.28. **EMPCA** means the *Environmental Management and Pollution Control Act 1994* (Tas).
- 1.1.29. **"Environment Protection Authority"** means the statutory authority constituted pursuant to the *Environmental Management and Pollution Control Act 1994* (Tas).
- 1.1.30. **"Event of Force Majeure"** means any event or circumstance or combination of events or circumstances which is beyond the reasonable control of the party concerned, including without limiting the generality of the foregoing:
 - a) drought, fire, lightning, explosion, flood, earthquake, storm, cyclone, action of the elements, act of God, natural disaster, radioactive contamination, toxic or dangerous contamination or force of nature;
 - b) any event or circumstance beyond the reasonable control of the Corporation which substantially destroys or damages the Corporation's Sewerage Infrastructure;
 - c) riots, civil commotion, malicious damage, sabotage, vandalism, act of a public enemy, war (declared or undeclared), blockades or revolution, act of

terrorism, insurrection, mobilisation, rebellion, political disturbance, epidemic, pandemic or quarantine;

- d) strikes, lockouts, or other form of industrial action or stoppage, industrial and/or labour disputes and/or difficulties, work bans, picketing or boycott;
- e) non-availability of essential equipment, goods, supplies or services;
- f) an overloading of the Corporation's Sewerage Infrastructure which receives the Trade Waste from the Premises; and
- g) the Corporation receiving from the Environment Protection Authority or such other statutory body an order which varies or effectively prohibits the basis upon which the Corporation can receive Trade Waste.

1.1.31. **"Expiry Date"** has the meaning given in the Particulars.

1.1.32. **"General Conditions"** means these General Conditions.

1.1.33. **"Government Instrumentality"** means any federal, state, or local government, or any ministry, department, court, commission, agency, institution or similar entity of any such government.

1.1.34. **"GST"** means the goods and services tax levied under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or any other goods or services tax, value added tax, consumption tax or tax of similar effect levied from time to time.

1.1.35. **"Guarantor"** means the guarantor described in the Particulars.

1.1.36. **"Insolvency Event"** means any of the following events in relation to a party:

- a) the party suspends payment of its debts generally, ceases to carry on business, threatens to cease to carry on business or convenes a meeting of its creditors;
- b) execution or distress or any other process is levied or attempted or imposed against or over any of the party's undertaking, property or assets or it becomes subject of an event described in section 459(C)(2)(b) of the Corporations Act or section 585 of the Corporations Act;
- c) the party is taken under section 459F of the Corporations Act to have failed to comply with a statutory demand;
- d) the party commits "an act of bankruptcy" as defined in s 40 of the *Bankruptcy Act 1966* (Cth), regardless of whether or not the party is an individual;
- e) the party is or states that it is unable to pay its debts when they fall due or is presumed to be insolvent within the meaning of the Corporations Act;
- f) the party applies for, consents to, or acquiesces in the appointment of a trustee, controller (as defined in the Corporations Act), receiver or receiver and manager in respect of the party or any of their property;

- g) the party takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or by court order;
- h) a meeting is convened, a resolution is passed or any step is taken to pass a resolution to appoint a restructuring practitioner, an administrator, a liquidator or to wind up the party;
- i) a controller (as defined in the Corporations Act) is appointed to any part of the party's property or any receiver or receiver and manager is appointed any of its property;
- j) a mortgagee, chargee or other holder of security, by itself or by or through an agent, enters into possession of all or any part of the party's property;
- k) an application is made to a court for a provisional or final order declaring it provisionally or finally bankrupt, under administration or insolvent, or to appoint a provisional liquidator, liquidator or controller (as defined in the Corporations Act) to any of its property;
- l) the party is in administration, liquidation, provisional liquidation, is wound up or is placed into any other form of external administration;
- m) except to reconstruct or amalgamate while solvent, the party enters into or resolves to enter into a scheme of arrangement, compromise or re-construction with its creditors (or any class of them) or with its members (or any class of them) or proposes a reorganisation, re-arrangement, moratorium or other administration of the party's affairs;
- n) something analogous or having a substantially similar effect to any of the events specified above happens in relation to them.

1.1.37. **"Interim Trade Waste Limits"** means the limits agreed with the Corporation in the Trade Waste Management Plan, which deviate from the Acceptance Criteria detailed in Schedule 1.

1.1.38. **"Mass Load Charge"** means the charge so described and calculated in accordance with Schedule 3.

1.1.39. **"Milestones"** means the milestones comprising the Compliance Improvement Program as described in clause 4.2 of Schedule 1.

1.1.40. **"Monitoring"** means the requirements for monitoring set out in Monitoring sampling and measurement (including as to flow and quality) of Trade Waste and such other requirements as are set out in Schedule 2.

1.1.41. **"Other Charges"** means any other cost, expense or outgoing incurred by the Corporation in connection with the provision of Trade Waste services to the Customer under this Agreement including, without limitation:

- a) any sampling and analysis carried out by the Corporation on Trade Waste discharged by the Customer following any actual or suspected non-compliance by the Customer with the terms of this Agreement; and

- b) the Corporation Works Cost.
- 1.1.42. **"Owner"** means the registered proprietor of the Premises so recorded in the Particulars.
- 1.1.43. **"Particulars"** means the details so described under this heading at the beginning of the Agreement.
- 1.1.44. **"Premises"** means the land so described in the Particulars and includes all plant, equipment and buildings on the land now or at any time over the Term.
- 1.1.45. **"Category of Trade Waste"** means the category of Trade Waste to be discharged by the Customer under this Agreement as described in the Particulars.
- 1.1.46. **"Rate of Discharge"** means the rate of discharge so described in the Particulars.
- 1.1.47. **"Sampling Day"** means the day so described in the relevant table contained in Schedule 2.
- 1.1.48. **"Price and Service Plan"** means the Price and Service Plan approved pursuant to section 65 of the Act and includes (for the purposes of this Agreement).
- 1.1.49. **"Quarter"** means each 3 month period within a calendar year ending on 30 June, 30 September, 31 December or 31 March, respectively.
- 1.1.50. **"Regulations"** means any regulation pursuant to the Act including the *Water and Sewerage Industry (General) Regulations 2019* (Tas).
- 1.1.51. **"Sampling Period"** means the period for Trade Waste sampling so described in the relevant table contained in Schedule 2.
- 1.1.52. **"Security"** means the security, if any, described in the Particulars.
- 1.1.53. **"Sewerage Infrastructure"** has the meaning given in the Act.
- 1.1.54. **"Site and Process Plan"** means the plan set out in Appendix A depicting and describing the location of the Premises, the Connection Point, the Customer Pre-treatment Works, the Designated Sampling Points and any other relevant information reasonably required by the Corporation or as otherwise required under this Agreement.
- 1.1.55. **"Special Condition"** means any Special Condition as contemplated in General Condition 24 and set out in the Particulars.
- 1.1.56. **"TasWater Inspection Date"** means the date that the Corporation inspects and approves the Customer Pre-treatment Works
- 1.1.57. **"Term"** means the period commencing on the Effective Date and ending on the Expiry Date.
- 1.1.58. **"Trade Waste"** has the meaning given in the Act.

- 1.1.59. **"Trade Waste Management Plan"** means the plan, if any, so described in the Particulars.
- 1.1.60. **"Usage Charges"** means the Volume Charge and the Mass Load Charge.
- 1.1.61. **"Volume Charge"** means the charge so described and calculated in accordance with Schedule 3.
- 1.1.62. **"Wilful Default"** means:
- a) intentional or reckless act or omission by you which causes or has the potential to cause harm to us, the public or the environment; and
 - b) is committed without regard to, or being reckless as to whether, the act or omission has harmful and avoidable consequences,
- but does not include errors of judgement, mistake, act or omission made in good faith.

1.2 INTERPRETATION

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

- 1.2.1 any word or phrase defined in the Act has the same meaning as set out in the Act, provided a number of such defined words or phrases are reproduced in the definitions for convenience;
- 1.2.2 reference to any legislation includes subordinate legislation, consolidations, amendments, re-enactments and replacements;
- 1.2.3 singular includes the plural and vice versa;
- 1.2.4 any reference to a Condition or a Schedule is to a Condition or a Schedule of this Agreement;
- 1.2.5 the purpose, method for completion, Particulars and Schedules all form part of this Agreement;
- 1.2.6 where an expression is defined, another part of speech or grammatical form of that expression has the same meaning;
- 1.2.7 headings in this Agreement are for convenience only;
- 1.2.8 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;
- 1.2.9 where there is any inconsistency between these General Conditions, any Scheduler the Special Conditions, the Special Conditions and the Schedules will prevail to the extent of the inconsistency.

2. TERM

- 2.1. This Agreement commences on the Effective Date and continues in force for the Term (unless terminated earlier in accordance with its terms).

3. AGREEMENT TO DISCHARGE TRADE WASTE.

- 3.1. The Customer may, subject to and in accordance with this Agreement, the Act and the Regulations discharge Trade Waste from the Premises to the Sewerage Infrastructure at the Connection Point.
- 3.2. This Agreement:
 - 3.2.1. operates as a contract to discharge Trade Waste for the purposes of sections 56Z(2) and 61 of the Act; and
 - 3.2.2. operates to the extent of any contradiction or inconsistency to override the terms of the Customer Service Code.

4. COMPLIANCE WITH LAWS AND APPROVALS

- 4.1. In discharging Trade Waste from the Premises or in otherwise exercising its rights or discharging its obligations under this Agreement, the Customer must:
 - 4.1.1. comply with all Applicable Laws, including, without limitation, the Act, the Regulations and any approvals, permits or licences required in relation to the Premises and the Customer Pre-treatment Works;
 - 4.1.2. comply with this Agreement; and
 - 4.1.3. not cause the Corporation to breach any Applicable Laws, including, without limitation, the Act, the Regulations and any approvals, permits or licences required in relation to the Corporation's Sewerage Infrastructure (including with respect to the environment).

5. ACCEPTANCE CRITERIA

- 5.1. The Customer must ensure the Trade Waste discharged from the Premises complies with the Acceptance Criteria.
- 5.2. The Corporation may, acting reasonably and for good cause, amend the Acceptance Criteria as determined by the Corporation to be fair and reasonable to:
 - 5.2.1. avoid or minimise the risk of an Emergency, material damage to any person, property, the Corporation's Sewerage Infrastructure or the environment generally;
 - 5.2.2. ensure compliance with, or avoid a likely breach of, any Applicable Law or the requirements of any Government Instrumentality, statutory authority or other external entity which has the legal power to enforce compliance;

and after the Corporation has made such amendments, an amended Schedule 1 will be prepared, notified to the Customer and substituted into this Agreement as a replacement Schedule 1 and take effect upon notification being provided to the Customer.

6. MONITORING

- 6.1. The Customer must at its cost:

- 6.1.1. undertake the Monitoring in accordance with this Agreement;
- 6.1.2. maintain clear and concise records of:
 - a) the dates, methods and results of all Monitoring;
 - b) the cleaning of all equipment used in the treatment, conveying and Monitoring of the Trade Waste on the Premises; and
 - c) details of how any residue from equipment during operation, cleaning or maintenance, is disposed; and
- 6.1.3. provide details of the Monitoring records or otherwise report to the Corporation as specified in Schedule 2;
- 6.2. The Corporation may, in its discretion, acting reasonably, direct a variation in the Monitoring and reporting required under this Agreement (including new or additional measures) and the Customer will, at its cost, comply with any such amended Monitoring and reporting requirements.
- 6.3. If in the opinion of the Corporation, the equipment or method used or outcome calculated, in measuring the quality, content, volume or rate of the flow of Trade Waste under this Agreement is functioning inaccurately, the Corporation may calculate or estimate the quality, content, volume or rate of Trade Waste discharge in any manner as it reasonably determines, after consultation with the Customer and the Corporation's calculation or estimate will (subject to manifest established error) then apply for the purposes of this Agreement.
- 6.4. Where the Monitoring requirements are varied, in accordance with this Agreement which requires (in the opinion of the Corporation), a modified version of Schedule 2 to be prepared, this will be prepared by the Corporation, notified to the Customer and substituted as a replacement Schedule 2 and will take effect on the date the Customer is notified of the change.

7. CHARGES

- 7.1. Charges
 - 7.1.1. The Customer must pay to the Corporation the Charges:
 - a) by the Date for Payment; and
 - b) by direct bank deposit to the Corporation's nominated bank account, by credit card or by any other method agreed by the parties.
 - 7.1.2. The Charges will be adjusted on and from 1 July each year during the Term (and for any extended period), by the greater of the Consumer Price Index for the previous financial year or the regulated price increase in the prevailing Corporation Price and Service Plan.
 - 7.1.3. In the case of any adjustment to the Monitoring outcomes contemplated in Condition 6.2, the Charges must be adjusted by the Corporation and any variation to the Charges must be paid by the Customer.

- 7.1.4. Where the Charges are varied in a manner which requires (in the opinion of the Corporation), a modified version of Schedule 3 to be prepared, this will be prepared by the Corporation, notified to the Customer and substituted into this Agreement as a replacement Schedule 3 and take effect from the date the Customer is notified of the change.

7.2. Failure to Pay

If the Customer fails to pay any of the Charges or other amounts owing under this Agreement by the Date for Payment or such other date as required by the Corporation, the Customer must pay in addition:

- 7.2.1. interest on any overdue amount calculated at the interest rate as determined by the Corporation from time to time, from the day after the Date for Payment (or such other date required by the Corporation) until the day on which payment in full is made; and
- 7.2.2. reasonable costs, including legal fees, incurred by the Corporation in seeking to recover any overdue amount from the Customer under this Agreement.

8. SITE AND PROCESS PLAN

- 8.1. The Customer must maintain its operations in accordance with the Site and Process Plan.

Where any aspect of the Site and Process Plan changes in a material way or upon the direction of the Corporation, an amended Site and Process Plan must be prepared by the Customer, and approved by the Corporation and substituted into this Agreement as a new [Appendix A](#).

9. SECURITY

Where specified in the Particulars, the Customer must provide the Security to the Corporation, on the following basis:

- 9.1. the Security must be provided to the Corporation within seven (7) days after execution of this Agreement by the Customer;
- 9.2. the Security is designed to secure payment of both the Charges (or any part of the Charges) and any other obligation of the Customer to make a payment to the Corporation pursuant to this Agreement;
- 9.3. the Security must:
 - 9.3.1. be in the amount specified in the Particulars;
 - 9.3.2. take the form of an irrevocable and unconditional bank guarantee or other like Security acceptable to the Corporation and described in the Particulars; and
 - 9.3.3. as applicable, be issued by an institution and in a form, to the satisfaction of the Corporation;
- 9.4. the Corporation may call upon the Security for immediate payment in respect of any failure by the Customer to pay:
 - 9.4.1. any part of the Charges; or

9.4.2. any other moneys required to be paid to the Corporation by the Customer pursuant to this Agreement; and

may be called upon without the Corporation first incurring any expense or making any payment to any person; and

9.5. the Corporation may, at its discretion, agree to reduce the amount of the Security over the Term of this Agreement, having regard to any reducing balance in the Charges or any other moneys owing by the Customer.

10. TRADE WASTE MANAGEMENT PLAN

Where specified in the Particulars, the Customer must comply with the Trade Waste Management Plan.

11. CUSTOMER PRE-TREATMENT WORKS

11.1. The Customer is required at its cost to construct, maintain and operate, the Customer Pre-treatment Works, for the purposes of:

11.1.1. Treating the Trade Waste on the Premises to a standard and in a manner required by the Corporation so as to achieve the Acceptance Criteria standard set out in Schedule 1;

11.1.2. conveying the Trade Waste to the Connection Point;

11.1.3. incorporating such measures to control the rate of flow and otherwise comply with the Acceptance Criteria;

11.1.4. incorporating facilities to Monitor flow rates and other characteristics of the Trade Waste; and

11.1.5. incorporating any study, assessments or reports, works and operational procedures (if any) as reasonably directed by the Corporation.

11.2. The Customer Pre-treatment Works must be completed:

11.2.1. to the standard required by the Corporation;

11.2.2. prior to any discharge of Trade Waste from the Premises; and

11.2.3. by the time for completion of the Customer Pre-treatment Works specified in the Particulars.

11.3. The design for the Customer Pre-treatment Works must, where relevant, be:

11.3.1. produced in writing (including detailed drawings) to the standard required by the Corporation; and

11.3.2. submitted to the Corporation in electronic form.

11.4. If, during the course of this Agreement it is reasonably apparent to the Corporation that any works or methods relating to:

11.4.1. the treatment of Trade Waste on the Premises;

11.4.2. the conveying of the Trade Waste into the Corporation's Sewerage Infrastructure; or

11.4.3. the Monitoring of the Trade Waste;

are inadequate for any sound reason (including any external requirement placed upon the Corporation), the Corporation may require, and the Customer must implement in the timeframe specified by the Corporation acting reasonably, any additional Customer Pre-treatment Works specified in the Particulars at the Customer's cost.

12. CORPORATION WORKS

12.1. Where specified in the Particulars, the Corporation will construct the Corporation Works, which are designed, in part, to assist in any of the conveying, receipt, treatment, storage, disposal, re-use or other dealing with the Trade Waste by the Corporation.

12.2. The Corporation may levy, and the Customer must pay, the Other Charges in relation to the Corporation Works Cost.

13. INSPECTION

The Customer will allow the Corporation or anyone acting under the Corporation's authority access to the Premises (and provide all reasonable assistance), at any time the business at the Premises is running, trade waste discharge to the Sewerage Infrastructure is occurring, or when maintenance is being undertaken on any works associated with the creation, treatment, conveying and discharge of the Trade Waste from the Premises including the Customer Pre-treatment Works to:

13.1.1. Inspect or monitor whether the requirements and conditions of this Agreement are being complied with; or

13.1.2. Carry out an activity or exercise a function referred to in this Agreement;

13.1.3. Inspect any records arising from Monitoring undertaken by the Customer;

13.1.4. Inspect any physical samples of Trade Waste taken by the Customer;

13.1.5. take such further samples of Trade Waste or carry out such inspections as the Corporation thinks fit;

provided the Corporation or anyone acting under the Corporation's authority must:

13.1.6. comply with any reasonable requests (including any work, health and safety and security requirements) of the Customer regarding such access; and

13.1.7. use reasonable endeavours not to interfere with the Customer and its operations on the Premises.

14. SIGNIFICANT EVENTS

14.1. Events

If the Customer becomes aware of any event which may:

14.1.1. give rise to a breach of this Agreement or any Applicable Law or constitute an Emergency; or

- 14.1.2. have a materially significant or detrimental effect on any person, animal, land, the operation of any part of the Corporation's Sewerage Infrastructure or the environment generally;

the Customer must advise the Corporation in writing within 24 hours from when the Customer first becomes aware of the event and such advice in writing must include:

- 14.1.3. complete details of the nature and extent of the event as are then available;
- 14.1.4. details of measures the Customer will instigate to clean up, rectify, mitigate or make good (if that is possible) any damage caused as a result of the event; and
- 14.1.5. details of the measures the Customer will instigate to minimise (to the extent possible) the risk of the event occurring again.

14.2. Changes

If for any reason:

- 14.2.1. the nature or intensity of the business operated at the Premises changes;
- 14.2.2. the Customer intends to sell, lease or otherwise part with possession of any part of the Premises;
- 14.2.3. the volume, rate or any characteristic of the Customer's Trade Waste has or is likely to change in a material way including by reference to the Acceptance Criteria; or
- 14.2.4. there is any change in the hours, days of the week or any other period in which Trade Waste is to be discharged from the Premises compared to historical and common practice (regardless of whether there is permission to discharge outside of those hours, days or period);

the Customer must, upon becoming aware of the relevant change, promptly advise the Corporation in writing of the change.

15. FORCE MAJEURE

- 15.1. If an Event of Force Majeure affecting the Corporation precludes the Corporation partially or wholly from complying with its obligations under this Agreement then:
 - 15.1.1. as soon as reasonably practicable after that Event of Force Majeure arises, the Corporation must notify the Customer of:
 - a) the details of the Event of Force Majeure;
 - b) which obligations the Corporation is precluded from performing (Affected Obligations);
 - c) the expected duration of the delay arising out of the Event of Force Majeure; and
 - d) details of the action that the Corporation has taken and proposes to take to attempt to overcome or avoid the Event of Force Majeure;

- 15.1.2. The Corporation's obligation to perform the Affected Obligations will be suspended from the date of the occurrence of the Event of Force Majeure, but only to the extent and for so long as such obligations are affected by the Event of Force Majeure;
- 15.1.3. The Corporation will not be in default of its obligations under this Agreement in so far as, and to the extent that, a failure or delay in the observance or performance of those obligations by the Corporation is caused by the relevant Event of Force Majeure; and
- 15.1.4. The Customer must continue to comply with its obligations (including obligations as to payment of the Charges) under this Agreement.

16. SUSPENSION OR CESSATION OF DISCHARGE

- 16.1. Subject to Condition 16.2 the Corporation may, without liability to the Customer, direct the Customer to stop, reduce, suspend or modify the discharge of Trade Waste from the Premises:
 - 16.1.1. to carry out planned augmentation, maintenance, testing or repair of the Corporation's Sewerage Infrastructure;
 - 16.1.2. in the event of damage to or breakdown of the Corporation's Sewerage Infrastructure that affects the Corporation's ability to accept Trade Waste under this Agreement;
 - 16.1.3. to prevent actual or imminent damage to the property of any person;
 - 16.1.4. to avoid actual or imminent injury or harm to any person or the environment;
 - 16.1.5. to comply with any Applicable Law;
 - 16.1.6. in the event of an Emergency; or
 - 16.1.7. if an Event of Force Majeure arises.
- 16.2. The Corporation must notify the Customer as soon as practicable after the Corporation determines to direct the Customer to stop, reduce, suspend or modify the discharge of Trade Waste from the Premises under Condition 16.1 (and at least 5 Business Days' before any planned interruption) giving particulars of:
 - 16.2.1. the reason for the service interruption;
 - 16.2.2. the time, date for commencement and duration of the service interruption; and
 - 16.2.3. any measures the Corporation has taken or will take to mitigate the effect of the service interruption.

17. LIABILITY/INDEMNITY

- 17.1. Conditions and warranties of the Agreement

Except as provided in this Agreement all other Terms, Conditions or warranties implied by law, custom or usage are excluded to the fullest extent permitted at law.

- 17.2. Release

The Customer releases the Corporation and its respective officers, employees, agents and contractors from any and all claims which the Customer may have, or claim to have, or but for this release might have had, against the Corporation and its respective officers, employees, agents and contractors arising out of, or in connection with:

- 17.2.1. the discharge of Trade Waste from the Premises;
- 17.2.2. the Customer being directed to stop, reduce, suspend or modify the discharge of Trade Waste from the Premises under Condition 16; and
- 17.2.3. any Event of Force Majeure;

except to the extent the Corporation's negligence, breach of this Agreement or unlawful acts or omissions caused or contributed to the claim and then only on a proportional basis.

17.3. Indemnity

The Customer indemnifies (and will keep indemnified) the Corporation and its respective officers, employees, agents and contractors against all loss (including Consequential Loss), damages, costs and expenses (including legal costs) suffered or incurred by the Corporation and its respective officers, employees, agents and contractors, arising from or in connection with:

- 17.3.1. the discharge (past or future) of Trade Waste from the Premises;
- 17.3.2. any claim by a third party arising out of any negligence, breach of Agreement or unlawful acts or omissions by the Customer or its officers, employees or agents in the performance of the Customer's obligations under this Agreement;
- 17.3.3. a failure by the Customer to comply with any Applicable Laws;
- 17.3.4. any fraudulent or criminal conduct or wilful misconduct by the Customer or its officers, employees or agents;
- 17.3.5. a breach by the Customer of its obligations under this Agreement;
- 17.3.6. any negligent acts or omissions by the Customer or its officers, employees or agents;

except to the extent the Corporation's negligence, breach of this Agreement or unlawful acts or omissions caused or contributed to the loss, damages, costs and expenses and then only on a proportional basis.

17.4. Making Good

If:

- 17.4.1. the Trade Waste discharged from the Premises causes damage (other than fair wear and tear), directly or indirectly to the Corporation's Sewerage Infrastructure, any recycled water or bio-solid product, or to any third party, any property or the environment generally; or
- 17.4.2. the Corporation is required to deal with any claim such as contemplated under Condition 17.3;

then the Corporation may at its discretion, in order to make good any damage, do any combination of the following:

- 17.4.3. call upon the Security in an amount estimated to reflect the cost of making good any damage;
- 17.4.4. make good the damage and call upon the Security either for the first or any subsequent time; or
- 17.4.5. make good the damage and recover the cost of same as a debt due and payable by the Customer to the Corporation.

17.5. Continuing Obligation

The rights and obligations created in this Condition 17 continue to apply whether the matter in question occurs or is discovered during or after the end of the Term, for whatever reason.

18. INSURANCE

- 18.1. The Customer must effect and keep current at all times during the Term, such policies of insurance as an entity carrying out activities similar to those carried out by the Customer would effect, acting reasonably, including:
 - 18.1.1. public liability insurance; and
 - 18.1.2. industrial special risks insurance.
- 18.2. The Customer must provide to the Corporation a copy of certificates of insurance evidencing the currency of the policies of insurance that the Customer is required to maintain in accordance with this Condition 18:
 - 18.2.1. by no later than 30 September each year during the Term; and
 - 18.2.2. within 30 days of receiving a written request from the Corporation at any other time.

19. DISPUTE RESOLUTION

- 19.1. If a dispute arises out of this Agreement or concerning the performance or the non-performance by either party of its obligations under this Agreement then either party may give the other party a written notice of dispute that adequately identifies and provides details of the dispute.
- 19.2. Within 14 days after receiving a notice of dispute under Condition 19.1, each party must nominate a senior management representative who must confer at least once to resolve the dispute.
- 19.3. If the parties fail to reach a resolution of the dispute within 28 days after the meeting referred to in Condition 19.2 or if one or both parties fail to comply with its obligation to participate in this process, the dispute may be resolved by mediation or arbitration if the parties so agree or by recourse to the courts.
- 19.4. This Condition 19 does not prevent a party from obtaining any urgent injunctive, declaratory or interlocutory relief from a court of competent jurisdiction.

- 19.5. Notwithstanding the existence of a dispute, but subject to Conditions 26, 27 and 19.4 of this Agreement, the parties must continue to perform their respective obligations under this Agreement including, in the case of a payment dispute raised by the Customer, payment of the Charges by the Customer (including any amount in dispute).

20. ASSIGNMENT OR NOVATION

- 20.1. This Agreement must not be assigned, novated or otherwise transferred by the Customer to another party (the "New Party") without the Corporation's prior written consent. The Corporation will not unreasonably withhold its consent provided:
- 20.1.1. any New Party enters into an agreement with the Corporation upon terms satisfactory to the Corporation including in relation to the provision of any Security reasonably required by the Corporation; and
 - 20.1.2. the Customer is not in breach of its obligations under this Agreement; and
 - 20.1.3. any Charges or other moneys outstanding under this Agreement at the time of transfer, assignment or entry into a new agreement by any New Party are either paid in full or otherwise secured to the satisfaction of the Corporation.
- 20.2. This Agreement may be assigned, novated or otherwise transferred by the Corporation in its absolute discretion.

21. ACKNOWLEDGEMENT OF OWNER

Where the Customer is not the Owner of the Premises, the Customer must provide to the Corporation within twenty-one (21) days after the Effective Date a copy of:

- 21.1.1. written notice from the Customer to the Owner, advising of the existence of this Agreement; and
- 21.1.2. written acknowledgement from the Owner of the existence of this Agreement including consent to any Customer Pre-treatment Works.

22. GUARANTEE

22.1. Guarantee and Indemnity

Where specified in the Particulars, and in consideration of the Corporation entering into this Agreement with the Customer at the Guarantor's request, the Guarantor/s:

- 22.1.1. guarantee that the Customer will perform all its obligations under this Agreement;
- 22.1.2. must pay the Corporation on demand any money owing to the Corporation by the Customer; and
- 22.1.3. indemnify the Corporation against all loss resulting from the Corporation having entered into this Agreement, whether from the Customer's breach of any provision of this Agreement, or from this Agreement being or becoming unenforceable against the Owner.

22.2. Guarantor's liability not affected

The Guarantor's liability will not be affected by:

- 22.2.1. the Corporation granting the Customer or any Guarantor any time or other indulgence;
- 22.2.2. the Corporation agreeing not to sue the Customer, or any Guarantor;
- 22.2.3. any variation of this Agreement;
- 22.2.4. any provision of this Agreement being or being found to be, unenforceable; and
- 22.2.5. this Agreement not being signed by any other Guarantor.

22.3. Covenants

The Guarantor agrees:

- 22.3.1. not to seek to recover any money from the Customer by way of reimbursement for payments made by any Guarantor to the Corporation until the Corporation has been paid in full;
 - 22.3.2. not to prove in the bankruptcy or winding up of the Customer for any amount which the Corporation has demanded from the Guarantors until the Corporation has been paid in full; and
- to pay the Corporation any money which the Corporation is required to refund to the Customer's liquidator or trustee in bankruptcy as preferential payments received from the Customer.

23. ACTION/DIRECTIONS OF THE CORPORATION

The Customer agrees that:

- 23.1. any obligation under this Agreement to comply with directions of the Corporation includes an obligation to comply with any written or verbal directions of any officer or agent of the Corporation; and
- 23.2. any power, right or discretion expressed in favour of the Corporation under this Agreement may be exercised by any officer or agent of the Corporation and in exercising any such power, right or discretion, the officer or agent must provide any direction or notice in writing where required and otherwise comply with the notice requirements in this Agreement.

24. SPECIAL CONDITIONS

The parties acknowledge and agree that only Special Conditions (if any) specified in the Particulars will be enforceable and binding on the parties (as applicable).

25. NOTICE OF BREACH

- 25.1. Where the Customer is in breach of this Agreement the Corporation may serve a written notice (Notice of Breach) on the Customer which:
 - 25.1.1. identifies the nature of the breach that has occurred;

- 25.1.2. requires the Customer to rectify the breach (if possible) and to take steps to repair any damage caused by the breach within the time specified in the Notice of Breach; and
- 25.1.3. requires the Customer to respond to the Corporation in writing within fifteen (15) Business Days of receipt by the Customer of the Notice of Breach indicating the steps taken to rectify the breach and the measures taken to ensure the risk of a reoccurrence of the breach is minimised.
- 25.2. Where the Customer fails to comply with a Notice of Breach given under Condition 25.1, the Corporation may at its discretion terminate this Agreement.

26. SERVICE REDUCTION

26.1. If the Customer has failed:

- 26.1.1. to pay the Charges or any other amount owing under this Agreement by the Date for Payment or such other date as required by the Corporation; or
- 26.1.2. to respond to a Notice of Breach within the time required under Condition 25, or
- 26.1.3. to comply with the Compliance Improvement Program (where applicable),

the Corporation may act to reduce, restrict or cease altogether the Trade Waste discharge from the Premises until such time as any Charges or other moneys outstanding are paid, or the Customer has appropriately responded to the Corporation's satisfaction to the relevant Notice of Breach, or the Customer has complied with the Compliance Improvement Program to the Corporation's satisfaction.

27. TERMINATION

27.1. This Agreement may be terminated as follows:

- 27.1.1. in accordance with the provisions of this Agreement;
- 27.1.2. by written agreement of the parties;
- 27.1.3. as provided in Condition 25;
- 27.1.4. as provided in clause 4 of Schedule 1;
- 27.1.5. forty (40) Business Days after the Customer ceases to discharge Trade Waste provided the Corporation will first provide written notice to the Customer of its intention to terminate this Agreement;
- 27.1.6. immediately upon written notice to the Customer by the Corporation if the Customer acts in a manner (in relation to the Trade Waste discharge) which is fraudulent or unlawful or if termination is, in the reasonable opinion of the Corporation, necessary to avert danger to any person or property, protect water purity, in the interests of health and safety or the environment or to prevent material damage to the Sewerage Infrastructure;

27.1.7. either immediately or at a particular time (at the discretion of the Corporation), after the service of written notice by the Corporation upon the happening of the following events, that is to say, if the Customer:

- a) suffers an Insolvency Event; or
- b) subject to an assignment of this Agreement pursuant to Condition 20 (Assignment or Novation) of this Agreement, enters into a transaction to sell or otherwise transfer all or part of the Premises or business that discharges Trade Waste under this Agreement; or ceases to operate as a business or company or partnership in its form at the date of this Agreement, provided however the Corporation may re-negotiate this Agreement with any restructured entity.

28. TERMINATION OBLIGATIONS

Upon termination of this Agreement, the Customer:

- 28.1. must take any necessary steps at the Customer's cost to cease the discharge of Trade Waste from the Premises (if that is still occurring), including payment for any necessary works and compliance with Corporation directions, to the satisfaction of the Corporation;
- 28.2. must pay the cost of any necessary works to repair any damage, other than fair wear and tear, caused to the Sewerage Infrastructure by the Customer's discharge of Trade Waste or incurred by the Corporation in making good any damage as contemplated in Condition 17.4;
- 28.3. must within twenty-one (21) days pay to the Corporation any Charges or other moneys which are payable or may become payable to the Corporation including any Charges:
 - 28.3.1. calculated on a pro-rata basis;
 - 28.3.2. payment of which may have been occurring by instalment, or otherwise deferred or suspended.
- 28.4. will not be entitled to any refund of any part or all of the Charges unless otherwise provided in this Agreement.

29. OBLIGATION TO ADVISE NEW OWNERS

The Customer shall not lease, sell, convey, transfer or otherwise part with possession or ownership of any interest in the Premises or the Customer's business unless the person to whom possession or ownership is to be conveyed or given has been advised of the existence of this Agreement.

30. CONFIDENTIALITY

The terms and conditions of this Agreement and any confidential information that is produced, or exchanged under this Agreement remains strictly confidential between the parties and is not to be disclosed, unless consent of the party who supplied the information is obtained in writing, the disclosure is to a purchaser of the Premises or the Customer's business in accordance with Condition 29 or disclosure is required by law, a Government Instrumentality, or in connection with legal proceedings, whether they relate to this Agreement or not.

31. NOTICES

- 31.1. All notices, communications, demands, consents or requests provided or permitted to be given or made by a party to the other party under this Agreement must be in writing and will be effective only if personally delivered by hand or sent by prepaid post (certified or registered) or email using the address or email address set out in the Particulars or such other address or email address as notified to the other party from time to time.
- 31.2. A notice under this Condition will take effect:
- 31.2.1. (in the case of prepaid post) on the 6th day after posting (if posted to a place within Australia) or on the 10th day after posting (if posted to a place outside Australia);
 - 31.2.2. (in the case of email), upon the sender sending the email unless the sender receives a notification that the email was undeliverable or has not otherwise been received, unless that time is on a day that is not a Business Day or after 5:00 pm on a Business Day, in which case that communication is taken to be received at 9.00 am on the next Business Day; and
 - 31.2.3. (in the case of delivery by hand) on delivery at the address of the addressee as provided in Condition 31.1, unless that delivery is made on a day that is not a Business Day or after 5:00 pm on a Business Day, in which case that communication is taken to be received at 9.00 am on the next Business Day.

32. GOVERNING LAW

- 32.1. The laws of Tasmania govern this Agreement.
- 32.2. The parties submit to the non-exclusive jurisdiction of the courts of Tasmania and any other Court that can hear appeals from those courts.

33. GENERAL

33.1. Costs

Each party will bear its own costs and disbursements of or incidental to the negotiation, preparation and execution of this Agreement, and all other matters and agreements referred to in this Agreement.

33.2. No fettering of power

This Agreement, or any actions pursuant to it, will not operate to fetter in any respect, any power, right or discretion of the Corporation arising under the Act or any other legislation, regulation or the law.

33.3. Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in a form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Agreement.

33.4. Counterparts

This Agreement may be entered into in any number of counterparts. A party may execute this Agreement by signing any counterpart. All counterparts, taken together, constitute one Agreement.

33.5. Consents

Unless this Agreement expressly provides otherwise, a consent under this Agreement may be given or withheld at the discretion of the party entitled to give the consent and to be effective must be given in writing.

33.6. Waiver

The non-exercise of, or delay in exercising, any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

33.7. Amendments

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

33.8. Severance

If anything in this Agreement is unenforceable, illegal, void or voidable then it is severed and the rest of this Agreement remains in force, unless the severance would change the underlying principal commercial purpose or effect of this Agreement.

33.9. Exclusion of relationships

The parties acknowledge and agree that this Agreement and the performance of this Agreement does not represent or imply a partnership, agency, fiduciary relationship, joint venture, distribution or any other category of commercial or personal relationship between the parties recognised at law or in equity as giving rise to forms of specific rights and obligations.

33.10. Entire Agreement

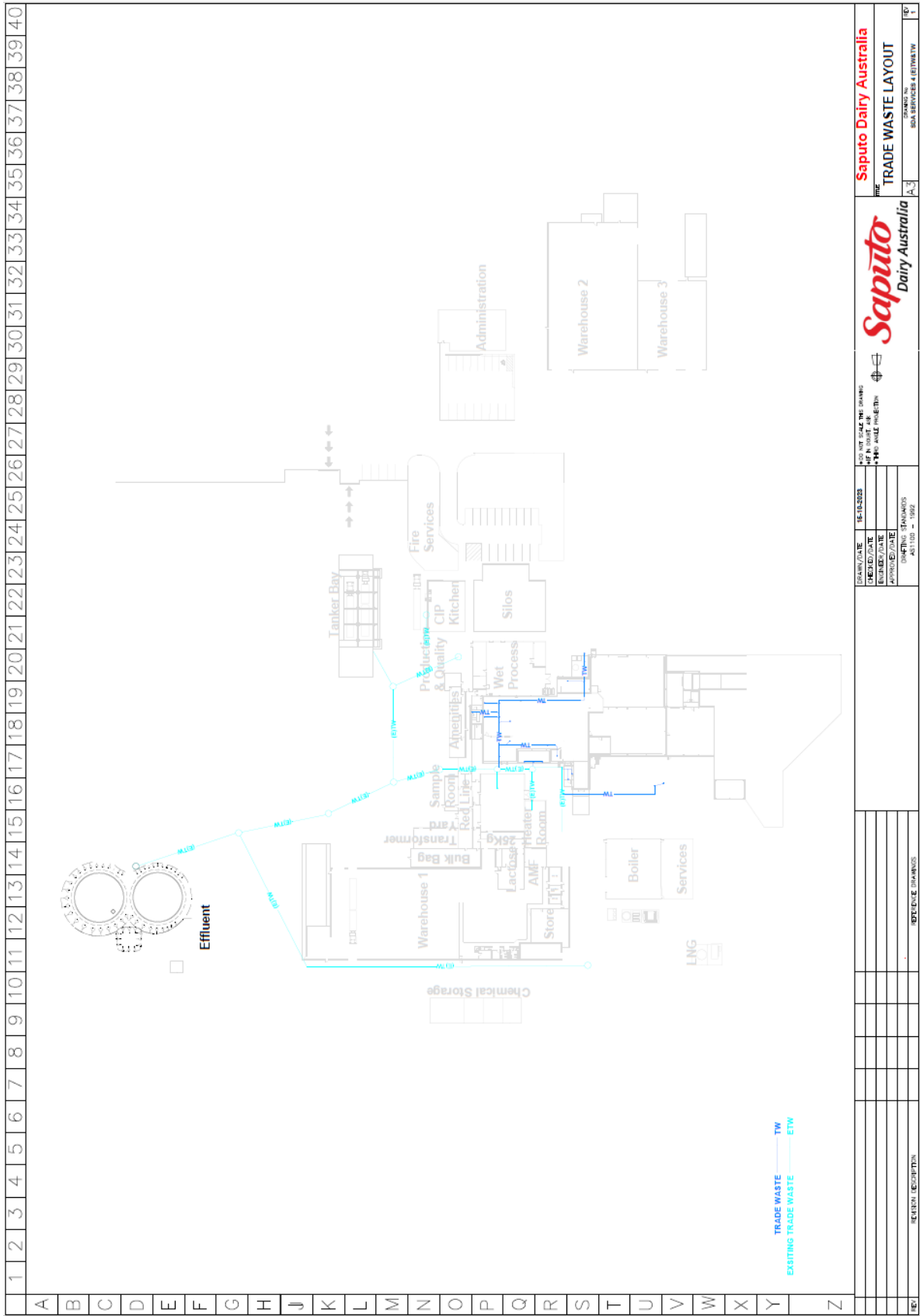
This Agreement contains the entire agreement between the parties and any statement, representation, understanding or prior agreement (verbal or in writing) is either at an end or otherwise not binding upon the parties and no action or claim can be founded in respect of same.

33.11. Duty to act reasonably

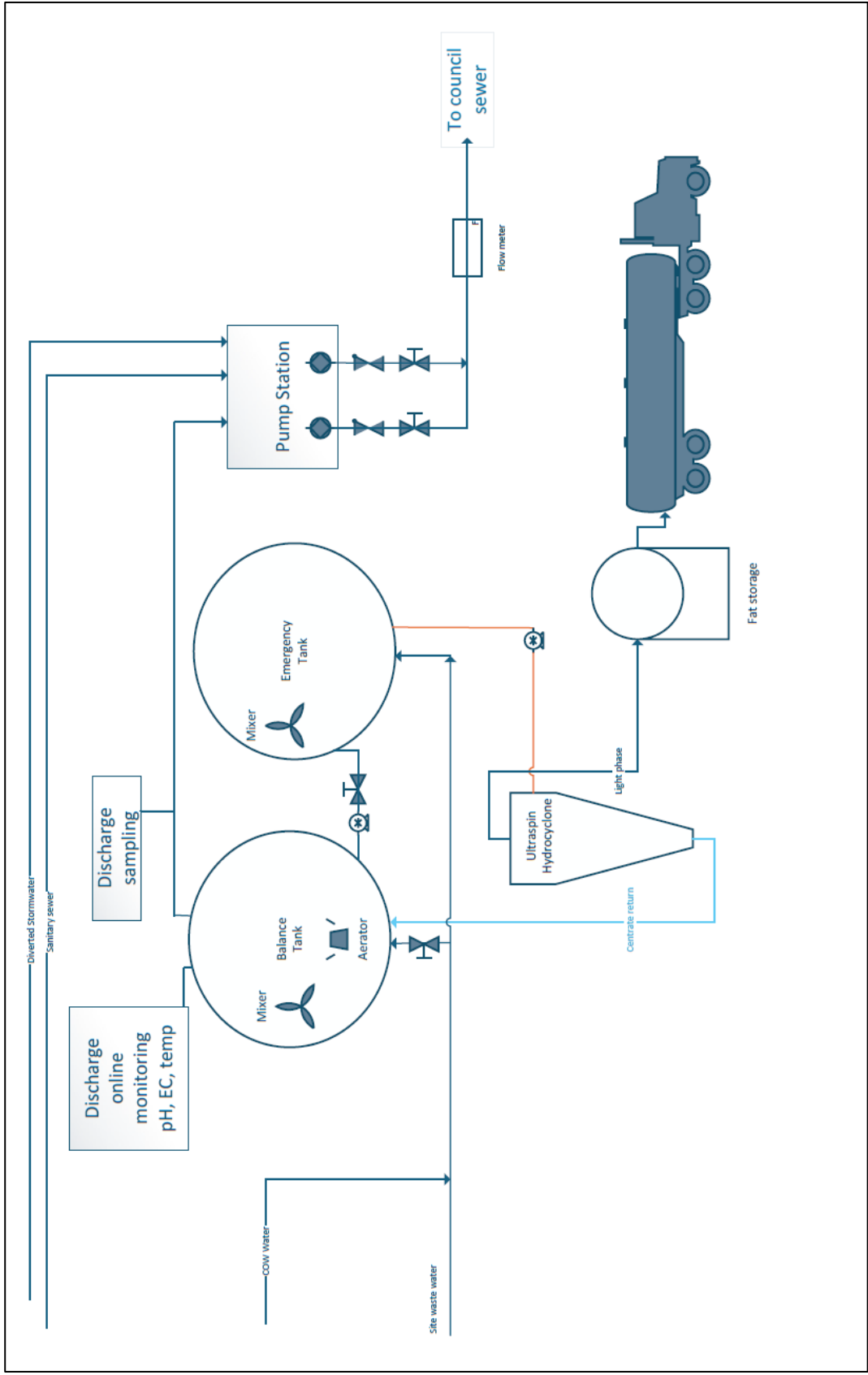
The parties agree that they must each, in exercising any right, discretion or obligation under this Agreement, act reasonably and in a bona fide manner in relation to each other and the particular right, discretion or obligation.

APPENDIX A

TRADE WASTE SITE PLAN



TRADE WASTE PRE-TREATMENT APPARATUS DIAGRAM



APPENDIX C - Saputo Waste Management Plan – Update



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TRADE WASTE MANAGEMENT PLAN – UPDATE

SMITHTON

14 MAY 2026

Saputo
Dairy Australia

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Purpose of this Updated Trade Waste Management Plan

Saputo Dairy Australia Pty Ltd (**SDA**) discharges trade waste to sewer via Trade Waste Agreement 25/56188 (the **Agreement**) with the Tasmanian Water & Sewerage Corporation Pty Ltd (**TasWater**). The Agreement sets out agreed terms for TasWater to accept trade waste from SDA's Smithton site.

The purpose of this Updated Trade Waste Management Plan (**TWMP**) is to:

1. Provide the relevant information as set out in Section 4 - Compliance Improvement Requirements.
2. Propose new time frames to update Section 4; and
3. Provide information to TasWater regarding how SDA plans to ultimately achieve compliance with the Acceptance Limits set out in the Water and Sewerage Industry (General) Regulations 2019.

Milestones

Section 4.2 and Table 4.2 of the Agreement set out the Compliance Improvement Program and associated Milestones.

This Management Plan is to satisfy Milestones 1, 2, 3 and 4 being an update on:

1. By **14 May 2026**, *"Procurement of nominated telemetry equipment. Provision of a connection for the installation of the Corporation's Indicum Dynamics telemetry equipment to existing effluent monitoring probes."*
2. By **30 January 2026**, *"Customer to undertake internal testing to assess the impact of loss reduction initiatives and present results to the Corporation."*
3. By **14 May 2026**, *"Customer to confirm scope of wastewater CAPEX investment for Smithton site and present scope to the Corporation."*
4. By **14 May 2026**,
 - A. *"Customer to prepare trade waste management plan based on wastewater CAPEX investment at site and undertake discussions with the Corporation relating to the proposed trade waste management plan."*
 - B. *"Formal notification from the Customer (at the Board level) that a contractor has been selected for the installation of the pre-treatment solution and that capital expenditure has been approved for the pre-treatment works."*

Following TasWater's acceptance of this Trade Waste Management Plan, Milestones 5, 6, and 7 will be updated with new agreed timeframes.

5. *"Pre-treatment infrastructure installed to the Corporation's reasonable satisfaction."*
6. *"Commissioning of the pre-treatment infrastructure to ensure regulatory limits are able to be met."*
7. *"Demonstrate compliance with regulatory limits to the Corporation's reasonable satisfaction."*

Milestone 1 – Provision for Telemetry

SDA worked with Indicum Dynamics to determine the monitoring probe requirements, location and installation plan for the telemetry. The probes and associated telemetry equipment was installed in March 2026.

Milestone 2 – Present results of Internal Testing to TasWater

SDA has been actively working on a Milk Solids Loss Reduction program, with input from site, wider SDA and external technical specialists. SDA has also been focussed on achieving improvements in scheduling and operational efficiencies for production runs, resulting in plant downtime (and associated extra CIPs) being much reduced in FY26.

SDA has been monitoring loss reduction progress via daily COD testing of the trade waste, as an indicator parameter of effluent quality. Table 1 below shows the 30 day rolling average COD for the last three seasons. The teal blue represents the FY26 financial year, with a noticeable reduction in overall COD occurring around May 2025, which has been maintained through the peak. While the loss reduction program has resulted in improved effluent quality, it is not in itself enough to achieve compliance with the General Acceptance Limits.

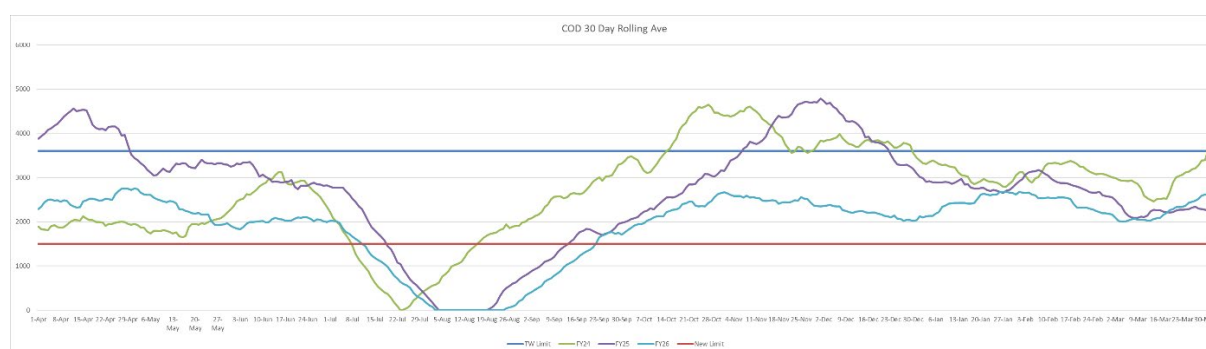


Table 1: 30 day rolling average COD of Smithton Trade Waste

Milestone 3 – Present scope of wastewater CAPEX investment to TasWater

To comply with the General Acceptance Limits, SDA is proposing the installation of a 900 m³/d Dissolved Air Flocculation (DAF) unit.

Milestone 4(A) – Submit Trade Waste Management Plan to TasWater

This TWMP provides an update on Milestones 1 to 4 of the TW Agreement following the SDA Capital Request process which took place in late April 2026. SDA also confirms the proposed timeframes for Milestones 5, 6, and 7.

Milestone 4(B) – Formal Notification of Contractor selection and CAPEX approval

The SDA Board approved the FY27 capital budget in March 2026, which is now being executed by the Australian Executive team. To satisfy the Australian Executive team, SDA management submitted a capital expenditure proposal in April 2026, and the Executive has approved it.

SDA have finalised the procurement strategy and are in the final phases of confirming the contract award with SWA Water Australia Pty Ltd being the provider of the primary plant for the project. SDA

has an existing working relationship with SWA Water who have provided wastewater treatment equipment to multiple SDA sites.

SWA Water have provided a general proposal for the pre-treatment solution of a DAF, with the proposed works scope and plan submitted to SDA Global for Capital Approval in April 2026, which was approved.

Once the Contract has been awarded a detailed design and final plan will be completed, which is expected to be provided by June 2026.

Civil works are likely to commence in late 2026 and take around 12 months.

SDA has also been working with Circular Head Council regarding the various permits that will be required prior to any works being able to start.

A DAF will have minimal impact on Sodium so removal at source is the most practical option and remains a focus area for the site continuous improvement (CI) program. There are 2 capital projects that were submitted for Capital request, which were both approved. The works are scheduled for the 2026 shutdown, and will be commissioned August/September 2026, all going well.

Proposed Due Dates for Milestones 5, 6 and 7

SDA proposes the following dates for Milestones 5, 6 and 7. Please note – SDA Smithton site shuts down for the majority of July and August each year, and processing peak is October, November, December.

Milestone	Compliance Improvement Requirement	Current Due Date	Proposed Due Date
5	Pre-treatment infrastructure installed to the Corporation's reasonable satisfaction.	11/11/2026	31 October 2027
6	Commissioning of the pre-treatment infrastructure to ensure regulatory limits are able to be met.	11/11/2026	31 March 2028
7	Demonstrate compliance with regulatory limits to the Corporation's reasonable satisfaction.	11/11/2026	30 September 2028

Conclusion

Saputo Dairy Australia remains committed to achieving full compliance with the trade waste acceptance limits outlined in the Water and Sewerage Industry (General) Regulations 2019 and the existing Trade Waste Agreement with TasWater. This updated Trade Waste Management Plan demonstrates significant progress against Milestones 1 - 4, including the installation of telemetry infrastructure, implementation of loss reduction initiatives, and confirmation of the proposed wastewater CAPEX investment.

The proposed installation of a Dissolved Air Flocculation (DAF) unit, combined with ongoing sodium reduction strategies, represents a major step toward improving effluent quality and meeting regulatory requirements. SDA is in final phases of contracting SWA Water Australia Pty Ltd and is actively coordinating with TasWater and Circular Head Council to ensure all necessary approvals and permits are secured.