

34045
WVA

DATED

15th February

UNIGATE CREAMERIES LIMITED

and

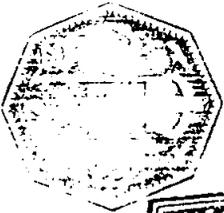
CARMARTHEN RURAL DISTRICT COUNCIL

HEADS OF AGREEMENT

re

Trade Waste Plant at Johnstown, Car

}



CARMARTHEN RURAL DISTRICT COUNCIL

and UNITED CEMENTS LIMITED.

HEADS OF AGREEMENT

relating to new trade waste plant at Johnstown, Carmarthen

DATED this 15th day of February 1968

1. UNITED CEMENTS LIMITED (hereinafter called "U.C.") shall build at their

factory at Johnstown, Carmarthen a trade waste plant capable of dealing with and treating trade effluent from the Johnstown Factory, trade effluent from U.C.'s factory at Pensarn, Carmarthen and sewage for the Carmarthen Rural District Council (hereinafter called "the Council") from Pensarn and district Carmarthen and shall construct where necessary suitable approach roads to the said trade waste plant and shall thereafter maintain in good working order the said trade waste plant and any renewal thereof or part thereof and maintain in good condition the said approach roads.

(ii) For the purpose of these Heads of Agreement the Council's sewage (hereinafter referred to as "sewage") shall mean domestic sewage trade effluent and surface water or any of them.

2. U.C. permits the Council to discharge sewage from Pensarn and district into the trade waste plant at the Johnstown Factory subject to the conditions hereinafter contained

3. THE trade effluent from the Pensarn factory and sewage from Pensarn and district shall be conveyed to the Johnstown factory by means of a pipeline approximately one mile in length and the Council permits U.C. to discharge such trade effluent into the said

4. THE Council shall construct and lay the said pipeline and any renewal thereof or part thereof and keep the same in good working order and shall also construct and maintain at Pensarn a collecting tank and pumping station and joint sewers dealing with the trade effluent from the factory at Pensarn and the sewage from Pensarn and district _____

5. AS regards the sewage to be discharged into the pipeline the Council agree that :

- (a) the discharge shall not exceed 141,000 gallons per day Dry Weather Flow or 16,125 gallons per hour Dry Weather Flow
- (b) the total bio-chemical oxygen demand during any one day shall not exceed 710 lbs. _____

6. AS regards the trade effluent to be discharged by U.C. into the pipeline U.C. agree that :

- (a) the discharge shall not exceed 140,000 gallons per day Dry Weather Flow or 12,000 gallons per hour Dry Weather Flow
- (b) the total bio-chemical oxygen demand during any one day shall not exceed 350 lbs. _____

7. AS regards the trade effluent to be discharged by U.C. into the trade waste plant at the Johnstown Factory U.C. agree that :

- (a) the discharge shall not exceed 150,000 gallons per day Dry Weather Flow or _____

12,500 gallons per hour Dry Weather Flow

(b) the total bio-chemical oxygen demand during any one day shall not exceed 1,050 lbs.

8. U.C. shall ensure that the sewage and trade effluent after treatment at the trade waste plant at Johnstown factory shall conform in every respect with the standards laid down by the South West Wales River Authority applicable to this trade waste plant namely an average strength during any one day not exceeding a bio-chemical oxygen demand of 120 parts per million and 50 parts per million suspended solids. If as a result of any standard which may be laid down by the South West Wales River Authority an alteration or extension is required to be made to the trade waste plant at Johnstown factory then the parties hereto shall confer with each other to decide what action should be taken

9. IN the event of the Council receiving an application for Consent to discharge trade waste into the public sewer they shall notify U.C. of such application and shall decide upon the conditions under which Consent to the discharge would be given in collaboration with, and with the agreement of U.C.

10. THE Council and U.C. each agree :

(a) that the said pipeline shall not be used for the conveyance of any trade effluent or sewage other than that permitted by this Agreement or as may be subsequently agreed.

of the trade waste plant _____

11. _____ THE Council and U.C. shall each provide and maintain inspection chambers and recording meters in positions and of a type to be agreed for the purposes of measuring the volume of sewage from Pensarn and district and trade effluent from the Pensarn factory to be discharged into the pipeline and treated at the trade waste plant and the volume of trade waste from the Johnstown Factory to be treated at the trade waste plant and of taking samples of the sewage and trade effluent and each party will permit the other to take readings as and when required by such other party _____

12. _____ DURING the construction of the said pipeline joint sewers collecting tank and pumping station by the Council U.C. shall pay by instalments to the Council the proportions of the cost of construction as specified in Part I of the Schedule hereto. _____

13. _____ DURING the construction of the trade waste plant at Johnstown by U.C. the Council shall pay by instalments to U.C. the proportion of the cost of construction as specified in Part II of the Schedule hereto _____

14. _____ U.C. shall pay to the Council on a quarterly basis within 21 days after the sum due has been ascertained a proportion pro rata based on the metered flows of trade effluent and sewage of the general maintenance and electricity costs and also the cost of labour _____

and material incurred by the Council in operating the said pipeline joint sewers collecting tank and pumping station _____

15. THE Council shall pay to U.C. on a quarterly basis within 21 days after the sum due has been ascertained a proportion pro rata based on the metered flows of trade effluent and of sewage respectively of the general maintenance and electricity costs and also the cost of labour and material incurred by U.C. in operating the trade waste plant at the Johnstown factory. The Council shall also pay to U.C. from time to time a proportion proportionate as to user of the cost of maintaining the said approach roads.

16. (a) if any alteration or extension has to be made to the trade waste plant to conform with any regulation then the contributions of the Council and U.C. to the cost of such alteration or extension shall be in the same proportions as stated in Part II of the Schedule hereto.
(b) if any alteration or extension has to be made to the trade waste plant by reason of increased discharge in quantity or strength by either of the parties hereto in excess of the maximum permitted under this Agreement then the party responsible for such increase shall pay the cost of such alteration or extension _____

17. IT is agreed:

(a) that the trade effluent from the Pensarn factory and the sewage from Pensarn and district (_____) contain storm water but in the case of the Pensarn factory the _____

...and the average hourly rate of Dry Weather Flow specified in Clauses 6(a) and 5(a) respectively.

(b) that the quantities of storm water allowed for in the design of the trade waste plant at the Johnstown Factory are as follows:-

Pensarn factory	-	77,000 gallons per day calculated on the basis of 2 1/4 inches of rainfall on 1 1/2 acres.
Pensarn and district	-	705,000 gallons per day being five times the permitted maximum quantity per day Dry Weather Flow.
Johnstown Factory	-	108,400 gallons per day calculated on the basis of 2 1/4 inches of rainfall on 2 1/2 acres.

If the trade effluent or the sewage as the case may be of either party hereto shall at any time exceed in quantity or strength the maximum amounts permitted hereunder for the trade effluent or sewage of that party such party shall immediately notify the other party hereto of such fact and both parties hereto shall then confer as to the best method of dealing with the matter

19. THE Council's Officers shall be entitled at all reasonable times to enter the

Johnstown factory and inspect the trade waste plant and U.C.'s Officers shall be entitled at all reasonable times to inspect the collecting tank and pumping station at Pensarn and the pipeline _____

20. THIS agreement shall ensure for the benefit of and bind the assigns of each party to the Agreement _____

21. ANY matter in dispute shall in default of agreement be referred to arbitration pursuant to the provisions of the Arbitration Acts _____

IN WITNESS whereof the Common Seals of the parties hereto were hereunto affixed the day and year first above written _____

THE SCHEDULE above referred to

PART I

Proportion to be paid by U.C. of the cost of the construction of all works incurred by the _____ incil.

As to the pipeline

55 per cent.

PART II

Proportions to be paid by the Council and by U.C. of the cost of construction of the site works and of the various parts of the trade waste plant.

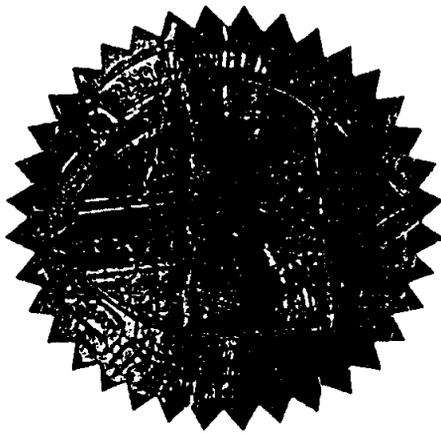
	<u>The Council</u>	<u>U.C.</u>
Pumping Station and Balance Tanks	36 per cent.	64 per cent.
Storm water Tanks and excess Storm Water irrigation area	79 per cent.	21 per cent.
Flow Recorder, Flume and Commutator	48 per cent.	52 per cent.
Sedimentation Tanks and Distribution Chamber	36 per cent.	64 per cent.
Filters	23 per cent.	77 per cent.
Recirculation pumping plant, pumping station and pumping main	30 per cent.	70 per cent.
Humus Tanks	23 per cent.	77 per cent.
Sludge Storage Tank, Standby Sludge Drying Beds	41 per cent.	59 per cent.
Site works and Equipment	33 per cent.	67 per cent.

THE COMMON SEAL of CARRINGTON RURAL
DISTRICT COUNCIL was herewith affixed

in the presence of :-

[Signature]
CHAIRMAN

[Signature]
SECRETARY



34045

DATED 9th December 1983

THE WELSH WATER AUTHORITY

and

THE MILK MARKETING BOARD

— DUPLICATE —

SUPPLEMENTAL AGREEMENT
relating to the payment of
41% of the cost of installing
sludge consolidation plant at
Unigate Creameries Carmarthen
in the County of Dyfed

D Bathers LL.B
Solicitor to the Division
Welsh Water Authority,
Hawthorn Rise
Haverfordwest, Dyfed

This

SUPPLEMENTAL AGREEMENT is made

the *Ninth* day of *December* One thousand nine hundred and eighty three BETWEEN the WELSH WATER AUTHORITY Hawthorn Rise Haverfordwest in the County of Dyfed (hereinafter called "the Authority") of the one part and MILK MARKETING BOARD whose principal office is at Thames Ditton Surrey (hereinafter called "the Board") of the other part _____

W H E R E A S

- 1) This agreement is supplemental to a form of Heads of Agreement (hereinafter called "the Heads of Agreement") dated the 15th day of February 1968 between Unigate Creameries Limited of the one part and Carmarthen Rural District Council of the other part _____
- 2) The Welsh Water Authority on the 1st April 1974 took over responsibility for the assets and liabilities of the Carmarthen Rural District Council in respect of sewage disposal and trade effluent treatment _____
- 3) The Board are constructing a Sludge Consolidation Plan (hereinafter called "the Works") at an estimated cost of £34,900 and the Authority in accordance with the terms of Part II of the Schedule to the Heads of Agreement have agreed subject to the following terms to pay 41 per centum of the actual total cost of the Works _____

IT IS HEREBY AGREED

1. In the event of the actual cost of the said works extending beyond the above figure of £34,900 (excluding price fluctuations) the Board shall notify the Authority of any increase and the said Authority shall have the right to ask for detailed accounts or measurements relating to any claims _____

2. The said contribution by the Authority of 41 per centum of the actual total cost of constructing the Works will be paid on substantial completion of the Works on the following conditions:

a) On completion of the said works the Board supply to the Authority certified final accounts save for outstanding items not of substantial significance _____

b) That the Board certify in their request for payment that the Works have been completed to the satisfaction of the Board and that the Works have been tested on commission by a competent engineer employed either by the Board or by the supplier of the Sludge Consolidation Plant and that the said engineer has confirmed in writing that should the Works be used and maintained in accordance with the manufacturers specification the volume of sludge produced following the installation of the Works will be an average of 50 per centum less than that produced at the plant prior to the said installation _____

c) That no outstanding contractual claims of substance exist in relation to the Works _____

3. The remaining terms and conditions of the Heads of Agreement shall remain in force insofar as they are not affected by this Agreement _____

AS WITNESS the hand of HUW PROTHERO the Divisional Manager of the West Wales Division of the Authority duly authorised to execute this Agreement on behalf of the Authority by virtue of a Resolution dated 26.07.83 and the hand of SUSAN ELIZABETH KILPATRICK Secretary to the Milk Marketing Board the day and year before written

SIGNED by the said HUW PROTHERO)
on behalf of the WELSH WATER)
AUTHORITY in the presence of:)

David Bather
S. L. L. L.
Howe-Jones

SIGNED by the said SUSAN ELIZABETH
KILPATRICK on behalf of THE MILK
MARKETING BOARD in the presence of:

Susan Kilpatrick

1/31/41
55 Kilpatrick Ave. Wash
Elizabeth, N.J.