



Hunter Water operating licence

Draft Licence

2022-2027

Water >>

Tribunal Members

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Acknowledgment of Country

IPART acknowledges the Traditional Custodians of the lands where we work and live. We pay respect to Elders, past, present and emerging.

We recognise the unique cultural and spiritual relationship and celebrate the contributions of First Nations peoples.

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Part 1 Licence context

1 Objective of this Licence

- (1) The objectives of this Licence are to:
 - (a) authorise and require Hunter Water, within its Area of Operations, to provide, construct, operate, manage and maintain systems and services for:
 - (i) supplying, in a manner that is resilient, reliable, efficient, equitable and sustainable, water that is healthy and high quality;
 - (ii) providing sewerage and drainage services that support community health and a sustainable environment;
 - (iii) disposing of Wastewater and supporting the sustainable treatment and utilisation of Wastewater; and
 - (iv) planning, investing and operating its system in the long-term interests of its Customers, Consumers and community; and
 - (b) set efficient and effective terms and conditions, including quality and performance standards, that Hunter Water must meet when supplying or providing services in a way that:
 - (i) supports its principal objectives under the *State Owned Corporations Act 1989* (NSW) to:
 - (A) be a successful business;
 - (B) have regard to the interests of the community in which it operates;
 - (C) comply with principles of ecologically sustainable development; and
 - (D) in its operations, exhibit a sense of responsibility towards regional development and decentralisation; and
 - (ii) does not prevent or hinder competition.

2 Area of Operations

- (1) This Licence applies to the Area of Operations specified in Schedule A.
- (2) Hunter Water must publish on its website a map of its Area of Operations. Hunter Water must update the map within 30 days of any change to its Area of Operations.

3 Term of this Licence

The term of this Licence is 5 years from the Commencement Date.

[Note: On and from the Commencement Date, this Licence replaces any previous version of the operating licence granted to Hunter Water under section 12 of the Act.]

4 Licence amendment

- (1) Subject to the Act and clause 4(2), the Governor may amend this Licence by notice in the New South Wales Government Gazette. The amendment takes effect on the date the notice is published in the New South Wales Government Gazette, or on such other date specified in the notice.
- (2) Before notice of a proposed amendment to this Licence is published in the New South Wales Government Gazette, the Minister must provide Hunter Water reasonable notice of the proposed amendment to enable it to comply with the amended Licence (if relevant) upon its commencement.

[Note: The Customer Contract may be varied in accordance with section 38 of the Act and clause 2.6 of the Customer Contract. Such a variation is not an amendment to this Licence for the purpose of section 14 of the Act.]

5 Non-exclusive Licence

This Licence does not prohibit another person from providing services in the Area of Operations that are the same as, or similar to, the Services, if the person is lawfully entitled to do so.

6 Availability of Licence

- (1) Hunter Water must make a copy of this Licence available to any person, free of charge:
 - (a) on its website; and
 - (b) upon request made through the General Enquiry Process.

7 Pricing

- (1) Hunter Water must set the level of fees, charges and other amounts payable for its Services in accordance with:
 - (a) the terms of this Licence;
 - (b) the Act; and
 - (c) any applicable maximum prices or methodologies for fixing maximum prices determined under the IPART Act.

8 End of Term Review

- (1) IPART intends to review this Licence in its final year to investigate:
 - (a) whether this Licence is fulfilling its objectives; and
 - (b) any issues which have arisen during the term of this Licence that may affect its effectiveness,

(End of Term Review).

- (2) To assist IPART with the End of Term Review, Hunter Water must provide IPART with such information as IPART reasonably requires within a reasonable time of any IPART request.

9 Notices

- (1) Any notice or other communication given under this Licence must be:
 - (a) in writing addressed to the intended recipient; and
 - (b) delivered or sent to one of the addresses (electronic and/or postal) specified in the Reporting Manual.
- (2) Any requests for approval under the following clauses must be made by Hunter Water's Managing Director: clauses 13(5), 13(7), 14(1), 15(2), 22(1), 23(1), 24(1), 29(1), 30(5), 32(1), 37(2), 37(3), 37(5) or 37(6).

10 Licence authorisation

- (1) This Licence authorises and requires Hunter Water to provide, construct, operate, manage and maintain efficient, co-ordinated and commercially viable systems and services for providing the following Services within its Area of Operations:
 - (a) supplying water;
 - (b) providing sewerage services; and
 - (c) disposing of Wastewater.
- (2) This Licence authorises Hunter Water to do all things necessary or convenient to achieve, and to promote the capability to achieve, the transfer of water between its Area of Operations and the local government area of the Central Coast Council in accordance with the Hunter/Central Coast Pipeline Agreement.
- (3) This Licence authorises and requires Hunter Water to provide, operate, manage and maintain a drainage service as described in section 13(1)(b) of the Act.
- (4) This Licence authorises (but does not require) Hunter Water to provide, construct, operate, manage and maintain a drainage service within the Area of Operations in excess of the drainage service it is required to provide, operate, manage and maintain under clause 10(3). For the avoidance of any doubt, this clause authorises (but does not require) Hunter Water to enhance, expand and add capacity to the drainage service described in section 13(1)(b) of the Act.

11 Obligation to make Services available

- (1) Hunter Water must ensure that Services (other than drainage Services) are available on request for connection to any Property situated in the Area of Operations for which a connection to the Water Supply System or Sewerage System is available.

- (2) Hunter Water must provide Services (other than Drainage Services) on request to any licensee under the WIC Act, where that licensee is connected to (or where a connection is available in respect of that licensee to) Hunter water's Water Supply System or Sewerage System.
- (3) Connection to Hunter Water's systems (other than Drainage Services) is subject to any lawful and reasonable conditions that Hunter Water may determine to ensure the safe, reliable and financially viable supply of Drinking Water to, and disposal of Wastewater from, Properties.

Part 2 Water conservation and water planning

12 Catchment to water treatment plants

- (1) Hunter Water must calculate the System Yield either:
 - (a) in accordance with the memorandum of understanding with DPE referred to in clause 34; or
 - (b) if no such memorandum of understanding is in effect, in accordance with a reasonable methodology that Hunter Water considers suitable.
- (2) Subject to clauses 12(3) and 14(4), Hunter Water must maintain and implement a water conservation work program in relation to Water Storage and Transmission in accordance with the Water Conservation Strategy.
- (3) Clause 12(2) applies until a 5-year Water Efficiency Plan is developed and submitted to DPE and IPART under clause 14(4).

[Note: Hunter Water's water conservation work program in relation to Water Storage and Transmission will be replaced by a new 5-year Water Efficiency Plan once the NSW Government Water Efficiency Framework is introduced (see clause 14).]

13 Water treatment plants to tap

- (1) This clause 13 applies until a 5-year Water Efficiency Plan is developed and submitted to DPE and IPART under clause 14(4).
- (2) Hunter Water must:
 - (a) maintain a water conservation work program for Water Treatment and Transmission consistent with the Current Economic Method; and
 - (b) implement water conservation measures that have been assessed as economic as determined by the Current Economic Method.

[Note: Hunter Water's water conservation work program for Water Treatment and Transmission and water conservation measures will be replaced by a new 5-year Water Efficiency Plan once the NSW Government Water Efficiency Framework is introduced (see clause 14(4)).]

- (3) Hunter Water must make:
 - (a) a copy of the Current Economic Method; and
 - (b) a plain English summary of the Current Economic Method, available free of charge;
 - (c) to any person upon request made through the General Enquiry Process; and
 - (d) on Hunter Water's website.

- (4) Hunter Water must update the economic level of water conservation using the Current Economic Method for the purposes of clause 13(2) annually by 30 September of each year.
- (5) Hunter Water may, with the Minister's written approval, update the Current Economic Method from time to time.
- (6) The Minister may, at any time during the term of this Licence and in writing, direct Hunter Water to revise the Current Economic Method in any way the Minister requires.

[Note: The Minister may request IPART to undertake a review of the Current Economic Method during the term of this Licence. Such review may precede a direction given under clause 13(6).]

- (7) Hunter Water must submit to the Minister the Current Economic Method revised in accordance with the written direction within:
 - (a) the timeframe specified in the direction or, if no timeframe is specified, 30 days of receipt of that direction; or
 - (b) any other timeframe agreed by the Minister.
- (8) If the Minister approves the revised Current Economic Method, he or she will give written notice of the approval to Hunter Water.
- (9) Hunter Water must update the information referred to in clause 13(3) to reflect any variations made to the Current Economic Method or to the plain English Summary within 60 days of the variations taking effect.

14 Water Efficiency Plan

- (1) Within 12 months of publication of the NSW Government Water Efficiency Framework (or such later date approved by IPART in writing), Hunter Water must develop, and submit to DPE and IPART, a water efficiency plan for the following five years (**5-year Water Efficiency Plan**).
- (2) The 5-year Water Efficiency Plan must:
 - (a) be consistent with the Water Efficiency Framework;
 - (b) consider the strategic context provided by the Lower Hunter Water Security Plan;
 - (c) include details of proposed programs and projects over the life of the plan; and
 - (d) address any written guidance that the Minister provides to Hunter Water.
- (3) The 5-year Water Efficiency Plan is to be reviewed and updated annually by the anniversary of the date referred to in clause 14(1). Hunter Water must submit each updated 5-year Water Efficiency Plan to IPART and DPE.
- (4) The 5-year Water Efficiency Plan replaces the water conservation work programs for Water Storage and Transmission and for Water Treatment and Transmission referred to in clauses 12(2) and 13(2) respectively.

15 Water Planning

- (1) Hunter Water must undertake long term water planning consistent with its memorandum of understanding with DPE referred to in clause 34.
- (2) By 1 December 2023 (or another date approved by the Minister in writing) Hunter Water must develop, and submit to the Minister, an emergency drought response plan.
- (3) The emergency drought response plan referred to in clause 15(2) must address any written guidance that the Minister provides to Hunter Water and consider the strategic context provided by the Lower Hunter Water Security Plan.
- (4) Hunter Water must deliver its actions as specified in the emergency drought response plan referred to in clause 15(2).

Part 3 Performance standards for water quality

16 Drinking Water

- (1) Hunter Water must maintain a Management System that is consistent with the Australian Drinking Water Guidelines and any health-based requirements that NSW Health specifies in writing (the **Drinking Water Quality Management System**).
- (2) In the event of inconsistency between the requirements specified by NSW Health referred to in clause 16(1) and the Australian Drinking Water Guidelines, the requirements specified by NSW Health prevail.
- (3) Hunter Water must fully implement the Drinking Water Quality Management System and carry out all relevant activities in accordance with the Drinking Water Quality Management System, and to the satisfaction of NSW Health.

[Note: Hunter Water is to apply the Drinking Water Quality Management System to the Drinking Water system under its control, having regard to the entire Drinking Water supply system – from water catchment to the Consumer.]

17 Recycled Water

- (1) Hunter Water must maintain a Management System that is consistent with the Australian Guidelines for Water Recycling and any health-based requirements relating to water recycling that NSW Health specifies in writing (the **Recycled Water Quality Management System**).
- (2) In the event of inconsistency between the requirements specified by NSW Health referred to in clause 17(1) and the Australian Guidelines for Water Recycling, the requirements specified by NSW Health prevail.
- (3) Hunter Water must fully implement the Recycled Water Quality Management System and carry out all relevant activities in accordance with the Recycled Water Quality Management System and to the satisfaction of NSW Health.

Part 4 Performance standards for service interruptions

18 Water Continuity Standard

- (1) Hunter Water must ensure that, in each financial year, at least 9,820 per 10,000 Properties (in respect of which Hunter Water provides a Drinking Water supply Service) receive a Drinking Water supply Service unaffected by an Unplanned Water Interruption (the **Water Continuity Standard**).
- (2) A Property is taken to have experienced an unplanned water interruption where, in relation to a Property:
 - (a) the supply of Drinking Water at the first cold water tap of the Property is interrupted without the Customer or Consumer having received prior notice of that interruption from Hunter Water; and
 - (b) it takes more than 5 continuous hours for normal supply of Drinking Water to be restored to the Property,

(Unplanned Water Interruption).

- (3) Hunter Water must use the best available data (taking account of water pressure data, where available) to determine whether a Property has experienced an Unplanned Water Interruption.
- (4) A Property that experiences an Unplanned Water Interruption caused by a Third Party or a power failure is taken not to have experienced an Unplanned Water Interruption for the purposes of this clause 18.
- (5) For the purpose of the Water Continuity Standard:
 - (a) each separately billed part of a Multiple Occupancy Property is to be counted as a separate Property; and

[Note: For example, a complex of 5 townhouses where each townhouse receives a separate Bill from Hunter Water is to be counted as 5 separate Properties. However, a block of 5 flats that only receives one Bill from Hunter Water is to be counted as a single Property.]

- (b) each separate instance, in a financial year, of a single Property experiencing an Unplanned Water Interruption is to be counted as a separate Property that has experienced an Unplanned Water Interruption.

19 Water Pressure Standard

- (1) Hunter Water must ensure that, in each financial year, at least 9,910 Properties per 10,000 Properties (in respect of which Hunter Water provides a Drinking Water supply service) receive a Drinking Water supply service that is not affected by a Water Pressure Failure. (the **Water Pressure Standard**).
- (2) A Property is taken to have experienced a Water Pressure Failure when:

- (a) a person notifies Hunter Water that the Property has experienced a Water Pressure Failure and Hunter Water confirms that the Property has experienced a Water Pressure Failure; or
 - (b) Hunter Water identifies that the Property has experienced a Water Pressure Failure (including through its data collection systems and hydraulic analysis).
- (3) A Property is not taken to have experienced a Water Pressure Failure if that Water Pressure Failure occurred only because of:
- (a) a Planned Water Interruption or Unplanned Water Interruption;
 - (b) water usage by authorised fire authorities in the case of a fire; or
 - (c) a short term or temporary operational problem (such as a main break), including where caused by a Third Party, which is remedied within 4 days of its commencement.
- (4) For the purpose of the Water Pressure Standard:
- (a) each separately billed part of a Multiple Occupancy Property is to be counted as a separate Property;
- [Note: For example, a complex of 5 townhouses where each townhouse receives a separate Bill from Hunter Water is to be counted as 5 separate Properties. However, a block of 5 flats that only receives one Bill from Hunter Water is to be counted as a single Property.]*
- (b) where a Property experiences multiple Water Pressure Failures in a day, only one of those Water Pressure Failures is to count as a Water Pressure Failure experienced by that Property; and
 - (c) where a Property experiences a Water Pressure Failure that affects more than one day, each day affected is to be counted as a separate Water Pressure Failure.

20 Dry Weather Wastewater Overflow Standard

- (1) Hunter Water must ensure that, in each financial year, at least:
- (a) 9,913 Properties per 10,000 Properties (in respect of which Hunter Water provides a sewerage service but excluding Public Properties) receive a sewerage service unaffected by an Uncontrolled Wastewater Overflow; and
 - (b) 9,999 Properties per 10,000 Properties (in respect of which Hunter Water provides a sewerage service but excluding Public Properties) receive a sewerage service affected by fewer than 3 Uncontrolled Wastewater Overflows,
- (the **Dry Weather Wastewater Overflow Standard**).
- (2) A Property is taken to have experienced an Uncontrolled Wastewater Overflow when:
- (a) a person notifies Hunter Water that a Property has experienced a Wastewater Overflow, where Hunter Water later confirms that the Wastewater Overflow is an Uncontrolled Wastewater Overflow; or

- (b) Hunter Water's systems identify that a Property has experienced an Uncontrolled Wastewater Overflow.
- (3) For the purpose of the Dry Weather Wastewater Overflow Standard:
 - (a) each Multiple Occupancy Property is considered to be one Property;
[Note: For example, a complex of 5 townhouses where each townhouse receives a separate Bill from Hunter Water is to be counted as a single Property.]
 - (b) for the purpose of clause 20(1)(a), each separate instance, in a financial year, of a single Property experiencing an Uncontrolled Wastewater Overflow is to be counted as a separate Property that has experienced, in that financial year, an Uncontrolled Wastewater Overflow; and
 - (c) for the purpose of clause 20(1)(b), each Property that experiences 3 or more Uncontrolled Wastewater Overflows in a financial year is to be counted once only as a Property that has experienced 3 or more Uncontrolled Wastewater Overflows in that financial year.

21 Interpretation of standards

In the case of any ambiguity in the interpretation or application of the Water Continuity Standard, the Water Pressure Standard or the Dry Weather Wastewater Overflow Standard, IPART's interpretation or assessment of the standard or clause will prevail.

Part 5 Organisational systems management

22 Asset management system

- (1) Hunter Water must maintain a Management System in relation to Hunter Water's Assets that is consistent with the *Australian Standard AS ISO 55001:2014 Asset management - Management systems - Requirements*, or other standard approved by IPART in writing.
(the **Asset Management System**).
- (2) Hunter Water must fully implement, and carry out all relevant activities in accordance with, the Asset Management System.

23 Environmental management system

- (1) Hunter Water must maintain a Management System for managing its environmental responsibilities and the environmental impacts of its services and activities that is consistent with the *Australian/New Zealand Standard AS/NZS ISO 14001:2016 Environmental management systems - Requirements with guidance for use*, or other standard approved by IPART in writing.
(the **Environmental Management System**).
- (2) Hunter Water must fully implement, and carry out all relevant activities in accordance with, the Environmental Management System.

24 Quality management system

- (1) Hunter Water must at all times maintain a Management System for delivering quality services and outcomes to meet customers' expectations and regulatory requirements that is consistent with the *Australian/New Zealand Standard AS/NZS ISO 9001:2016 Quality management systems - Requirements*, or other standard as approved by IPART in writing.
(the **Quality Management System**).
- (2) Hunter Water must fully implement, and carry out all relevant activities in accordance with, the Quality Management System.

Part 6 Customer and stakeholder relations

25 Customer Contract

- (1) The Customer Contract sets out the rights and obligations of Customers and Hunter Water in relation to the Services provided in accordance with this Licence, except to the extent that the terms and conditions of a contract for the provision of water supply or sewerage services, or either of them, have been specifically agreed to by Hunter Water and a Customer. The Customer Contract is set out in Schedule B of this Licence.
- (2) Hunter Water must make a copy of the Customer Contract available to any person, free of charge:
 - (a) on its website; and
 - (b) upon request made through the General Enquiry Process.
- (3) If the Customer Contract is varied, Hunter Water must make a copy of the varied Customer Contract available in accordance with clause 25(2) from the date the variation takes effect.

[Note: Section 38 of the Act makes provision for the amendment of the Customer Contract and the manner in which Hunter Water must notify members of the public of variations to the Customer Contract.]

26 Provision of information to Customers and the general public

- (1) Hunter Water must prepare one or more communications that:
 - (a) provide a brief explanation of the Customer Contract;
 - (b) summarise the key rights and obligations of Customers under the Customer Contract;
 - (c) refer to the types of account relief availability for Customers experiencing payment difficulties;
 - (d) outline the rights of Customers to claim a rebate and the conditions that apply to those rights;
 - (e) contain information about how to contact Hunter Water by telephone, email or post, including the General Enquiry Process (or any replacement of it); and
 - (f) contain information regarding the ability of a Customer to enter into agreements with Hunter Water separate to the Customer Contract for the provision of Services by Hunter Water to the Customer.
- (2) Hunter Water must update the communication or communications to reflect any variations made to the Customer Contract or the information within 60 days of the variations taking effect.
- (3) Hunter Water must provide the communication or communications and any updates, free of charge:

- (a) on its website;
 - (b) to all residential Customers, at least annually with their Bills; and
 - (c) to any person upon request made through the General Enquiry Process.
- (4) Hunter Water must publish on its website and advertise at least annually in a manner that Hunter Water is satisfied is likely to come to the attention of members of the public, information as to:
- (a) the types of account relief available for Customers experiencing payment difficulty; and
 - (b) rights of Customers to claim rebates and the conditions that apply to those rights.

27 Consumers

- (1) Hunter Water's obligations under the following clauses of the Customer Contract are extended to Consumers as though the Consumers were parties to the Customer Contract:
- (a) Clause 2 – what is a customer contract?
 - (b) Clause 5 – what you pay
 - (c) Clause 6 – what can I do if I am unable to pay my bill?
 - (d) Clause 7 – restriction or disconnection of services
 - (e) Clause 12 – redress
 - (f) Clause 13 – what can I do if I'm unhappy with the service provided by Hunter Water?
 - (g) Clause 15 – Consultation, Information and Privacy.

28 Assistance Options for Payment difficulties and Actions for Non Payment

- (1) Hunter Water must maintain and fully implement:
- (a) a payment difficulty policy that assists residential Customers experiencing payment difficulty to better manage their current and future Bills;
 - (b) procedures relating to a payment plan for residential Customers who are responsible for paying their Bills and who are, in Hunter Water's reasonable opinion, experiencing payment difficulty;
 - (c) procedures for identifying the circumstances under which Hunter Water may disconnect or restrict a supply of water to a Customer's Property; and
 - (d) provisions for self-identification, identification by community welfare organisations and identification by Hunter Water of residential Customers experiencing payment difficulty,

(the **Assistance Options for Payment Difficulties and Actions for Non-Payment**).

- (2) Hunter Water must provide information about the Assistance Options for Payment Difficulties and Actions for Non-Payment free of charge:
 - (a) on its website;
 - (b) to all residential Customers, at least annually with their Bills; and
 - (c) to any other person upon request made through the General Enquiry Process.
- (3) Hunter Water must update the information referred to in clause 28(2) to reflect any variations made to the Assistance Options for Payment Difficulties and Actions for Non-Payment or the information within 60 days of the variations taking effect.

29 Family Violence Policy

- (1) Hunter Water must develop and implement a family violence policy by 1 July 2025 (or another date approved by IPART in writing).
- (2) The family violence policy must, at a minimum, provide for:
 - (a) the protection of private and confidential information;
 - (b) access to payment difficulty programs;
 - (c) processes that minimise the reliance on individuals to disclose their family violence; and
 - (d) processes for referrals to specialist services.
- (3) Hunter Water must provide information about the family violence policy free of charge:
 - (a) on its website;
 - (b) to all residential Customers, at least annually with their Bills; and
 - (c) to any other person upon request made through the General Enquiry Process.
- (4) Hunter Water must update the information referred to in clause 29(3) to reflect any variations made to the family violence policy or the information within 60 days of the variations taking effect.

30 Customer consultation

- (1) Hunter Water must undertake Customer and Consumer consultation that is relevant, representative, proportionate, objective, clearly communicated and accurate to:
 - (a) understand its Customers' preferences and willingness to pay for service levels;
 - (b) understand how its systems and processes can better support more effective, direct relationships with Consumers including residential tenants;
 - (c) obtain advice on the Customer Contract; and
 - (d) obtain advice on such other key issues related to Hunter Water's planning and operations under this Licence as Hunter Water may determine.
- (2) By 1 July 2023 (or another date approved by IPART in writing), Hunter Water must:

- (a) develop and fully implement a procedure for consulting with its Customers and Consumers at regular intervals in relation to the provision of its Services that meets the objectives of clause 30(1) (the **Customer Consultation Procedure**); and
 - (b) carry out all Customer consultation activities in accordance with the Customer Consultation Procedure.
- (3) Until the Customer Consultation Procedure has been implemented in accordance with clause 30(2), Hunter Water must maintain and regularly consult with its Customers through its customer advisory group in accordance with clause 5.4 of the 2017-2022 Licence.
- (4) Hunter Water must by the date referred to in clause 30(2) make a clear summary of its Customer Consultation Procedure available to any person, free of charge:
 - (a) on its website; and
 - (b) upon request made through the General Enquiry Process.
- (5) Hunter Water must undertake a review of the Customer Consultation Procedure to assess its effectiveness, including obtaining feedback from Customers and Consumers. Hunter Water must report to IPART on the completed review of the Customer Consultation Procedure and its outcomes by 30 June 2027 (or by another date approved by IPART in writing).

31 Internal Complaints Handling

- (1) Hunter Water must maintain a procedure for receiving, responding to and resolving Complaints. The procedure must be consistent with the *Australian/New Zealand Standard AS/NZS 10002:2014 – Guidelines for complaint management in organizations* (the **Internal Complaints Handling Procedure**).
- (2) Hunter Water must fully implement the Internal Complaints Handling Procedure and carry out all relevant activities in accordance with the Internal Complaints Handling Procedure.
- (3) Hunter Water must provide information about internal Complaints handling free of charge:
 - (a) on its website;
 - (b) to all residential Customers, at least annually with their Bills; and
 - (c) to any other person upon request made through the General Enquiry Process.

The information must explain how to make a Complaint and how Hunter Water will receive, respond to and resolve Complaints.
- (4) Hunter Water must update the information referred to in clause 31(3) to reflect any variations made to the Internal Complaints Handling Procedure or the information within 60 days of the variations taking effect.

32 External dispute resolution scheme

- (1) Hunter Water must be a member of the Energy and Water Ombudsman NSW or an alternative scheme approved by IPART in writing, to facilitate the resolution of disputes between Hunter Water and its Customers or Consumers.
- (2) Hunter Water must:
 - (a) prepare a communication that:
 - (i) lists the dispute resolution services provided by the external dispute resolution scheme, including any right to have a Complaint or dispute referred to the external dispute resolution scheme; and
 - (ii) explains how a Consumer can contact the external dispute resolution scheme; and
 - (b) provide a copy of that communication, free of charge:
 - (i) on its website;
 - (ii) to Customers, at least annually with their Bills; and
 - (iii) to any other person upon request made through the General Enquiry Process.
- (3) Hunter Water must update the communication referred to in clause 32(2) to reflect any variations made to the information within 60 days of the variations taking effect.

Part 7 Stakeholder cooperation

33 Memorandum of understanding with NSW Health

- (1) Hunter Water must:
 - (a) use its best endeavours to maintain; and
 - (b) comply with,
 - a memorandum of understanding with NSW Health.

[Note: Clause 33 does not limit the persons with whom Hunter Water may enter into a memorandum of understanding.]

- (2) The purpose of the memorandum of understanding with NSW Health is to form the basis for co-operative relationships between the parties. In particular, the purpose is to recognise the role of NSW Health in providing advice to the NSW Government in relation to Drinking Water quality standards and the supply of water that is safe to drink.

34 Memorandum of understanding with Department of Planning and Environment

- (1) Hunter Water must:
 - (a) use its best endeavours to maintain; and
 - (b) comply with,
 - a memorandum of understanding (which may be referred to as a roles and responsibilities protocol) with DPE in relation to:
 - (c) the roles and responsibilities for DPE and Hunter Water in respect of the review and implementation of the Lower Hunter Water Plan, until such time as it is replaced by the Lower Hunter Water Security Plan; and
 - (d) the calculation and reporting of System Yield.

[Note: Clause 34 does not limit the persons with whom Hunter Water may enter into a memorandum of understanding or a roles and responsibilities protocol.]

- (2) The purpose of the memorandum of understanding with DPE is to form the basis for a co-operative relationship between the parties. In particular, the purpose is to recognise the role of DPE in assessing options to address water supply security in the lower Hunter region.
- (3) By 1 December 2022 (or another date approved by the Minister in writing), Hunter Water must use its best endeavours to agree with DPE amendments to the memorandum of understanding to specify:
 - (a) how Hunter Water should address integrated water cycle management in Hunter Water's long-term planning; and

- (b) any other matters agreed by the parties.

35 Memorandum of understanding with Fire and Rescue NSW

- (1) Hunter Water must:

- (a) use its best endeavours to maintain; and
- (b) comply with,

a memorandum of understanding with FRNSW.

[Note: Clause 35 does not limit the persons with whom Hunter Water may enter into a memorandum of understanding.]

- (2) The purpose of the memorandum of understanding with FRNSW is to form the basis for co-operative relationships between the parties. In particular, the purpose is to:

- (a) develop the roles and responsibilities of the parties as they relate to each other;
- (b) identify the needs and constraints of the parties as they relate to each other; and
- (c) identify and develop strategies for efficient and effective provision of firefighting water consistent with the goals of each party.

- (3) The memorandum of understanding with FRNSW must require the maintenance of a working group and must provide that:

- (a) the working group must include representatives from Hunter Water and FRNSW and may include representatives from other organisations such as the NSW Rural Fire Service; and

- (b) the working group must consider the following matters (at a minimum):

- (i) information sharing arrangements between Hunter Water and FRNSW;
- (ii) agreed timelines and a format for Hunter Water to provide a report to FRNSW detailing the network performance with regard to availability of water for firefighting (taking into account the minimum available flow and pressure in localised areas of the network);
- (iii) arrangements for Hunter Water to consult with FRNSW in the design of new assets and planning of system maintenance, where planning indicates that minimum available flow and pressure may unduly affect firefighting in the network section under consideration; and
- (iv) other matters as agreed by both Hunter water and FRNSW.

Part 8 Information and Services for competitors

36 Negotiations with WIC Act licensees and Potential Competitors

Hunter Water must negotiate the provision of Services to WIC Act licensees and Potential Competitors in Good Faith.

37 Publications of Servicing Information

- (1) Hunter Water must, by the dates specified in this clause 37, publish on its website at least 10 years of servicing information for each major Water System and Sewerage System. The servicing information for each major Water System and Sewerage System must, at a minimum, include information on:
 - (a) current and projected demand;
 - (b) current and projected capacity constraints;
 - (c) indicative costs of alleviating or deferring capacity constraints;
 - (d) locations where further investigation is needed; and
 - (e) key sources of information used to develop the servicing information where those sources are publicly available,(the **Servicing Information**).
- (2) Hunter Water must by 30 September 2024 (or another date approved by IPART in writing) publish on its website the Servicing Information for each major Water System and Sewerage System that it has available by that date that is in a form suitable for publication.
- (3) Hunter Water must continue to publish Servicing Information for each major Water System and Sewerage System as it becomes available. Hunter Water must publish all Servicing Information by 30 June 2025 (or another date approved by IPART in writing).
- (4) Hunter Water must publish updated Servicing Information for each major Water System and Sewerage System as soon as practicable after any such updated Servicing Information becomes available in a form suitable for publication.
- (5) Hunter Water must review and update the Servicing Information for each major Water System and Sewerage System at least once between:
 - (a) the date that is 12 months after the initial publication of the Servicing Information for that major Water System or Sewerage System under clause 37(2); and
 - (b) 30 June 2027 (or another date approved by IPART in writing).
- (6) Hunter Water is not required to comply with clauses 37(1) to 37(5) in relation to a particular major Water System or Sewerage System to the extent approved by IPART in writing. Hunter Water may apply to IPART for approval under this clause only where there are

critical infrastructure security concerns in relation to a particular major Water System or Sewerage System.

38 Code of Conduct

- (1) Hunter Water must use its best endeavours to cooperate with each WIC Act licensee to establish a code of conduct required by a WIC Act licence where Hunter Water has received a written request from the WIC Act licensee to establish such a code.
- (2) Where the Minister administering the WIC Act has established a code of conduct under clause 46 of the WIC Regulation, Hunter Water will be taken to have satisfied its obligation under clause 38(1) by applying the code of conduct to the relevant licensee under the WIC Act.

Part 9 Performance monitoring and reporting

39 Operational Audits

- (1) Hunter Water must cooperate with any audit undertaken by IPART or an Auditor of Hunter Water's compliance with any of the following:
 - (a) this Licence (including the Customer Contract);
 - (b) the Reporting Manual; and
 - (c) any matters required by the Minister in writing.

(Operational Audit).

- (2) For the purpose of any Operational Audit or verifying a report on an Operational Audit, Hunter Water must, within a reasonable period of receiving a request from IPART or an auditor, provide IPART or the Auditor with all the information in Hunter Water's possession, custody or control that is necessary to conduct the Operational Audit, including any information that is reasonably requested by IPART or the Auditor.
- (3) Subject to clause 39(4), for the purposes of any Operational Audit or verifying a report on an Operational Audit, Hunter Water must permit IPART or the Auditor to:
 - (a) access any works, premises or offices occupied by Hunter Water;
 - (b) carry out inspections, measurements and tests on, or in relation to, any such works, premises or offices;
 - (c) take onto any such premises or offices, any person or equipment necessary for the purposes of performing the Operational Audit or verifying any report on the Operational Audit;
 - (d) inspect and make copies of, and take extracts from, any documents and records of Hunter Water that are maintained in relation to the performance of Hunter Water's obligations under this Licence (including obligations under the Reporting Manual); and
 - (e) discuss matters relevant to the Operational Audit or any report on the Operational Audit with Hunter Water, including Hunter Water's Personnel.
- (4) The activities in clause 39(3) may be carried out remotely:
 - (a) with IPART's approval; or
 - (b) where state or federal government restrictions prohibit access to any works, premises or offices occupied by Hunter Water or limit the movement of IPART, the Auditor or Hunter Water's Personnel.

40 Reporting

- (1) IPART has the function of determining Hunter Water's reporting and auditing obligations and publishing these obligations in a reporting manual (the **Reporting Manual**).

- (2) Hunter Water must comply with all of its reporting obligations set out in the Reporting Manual, including in relation to:
 - (a) water conservation and planning;
 - (b) performance standards for water quality;
 - (c) performance standards for service interruptions;
 - (d) organisational systems management;
 - (e) customer and stakeholder relations;
 - (f) information and services for competitors; and
 - (g) performance monitoring and reporting, including:
 - (i) IPART performance indicators; and
 - (ii) the National Water Initiative Performance Indicators.
- (3) Hunter Water must maintain sufficient record systems to enable Hunter Water to report accurately in accordance with clause 40(2).
- (4) In the case of any disagreement between IPART and Hunter Water regarding the interpretation or application of any requirements of the Reporting Manual, IPART's interpretation or assessment of the application of the requirements will prevail.

41 Provision of information for performance monitoring

- (1) Hunter Water must provide IPART or an Auditor with information relating to the performance of any of Hunter Water's obligations under clause 40 (including providing IPART with physical or electronic access to the records required to be kept under clause 40) within a reasonable period of time from Hunter Water receiving a request from IPART or an Auditor for that information.
- (2) Hunter Water must provide IPART such information as is reasonably required to enable IPART to conduct any review or investigation of Hunter Water's obligations under this Licence within a reasonable time of Hunter Water receiving a request from IPART for that information.
- (3) If Hunter Water engages any person (including a subsidiary) to undertake any activities on its behalf, it must take all reasonable steps to ensure that, if required by IPART or an Auditor, any such persons provide information and do the things specified in clause 39 and clause 40 as if that person were Hunter Water.
- (4) If IPART or an Auditor requests information from Hunter Water that is confidential, the information must be provided to IPART, subject to IPART or the Auditor entering into reasonable arrangements with Hunter Water to ensure that the information remains confidential.
- (5) Hunter Water must provide NSW Health with information relating to water quality in the manner and form specified by NSW Health within a reasonable time of receiving NSW Health's request.

[Note: Under section 19 of the Public Health Act 2010 (NSW), the Secretary of NSW Health may require Hunter Water to produce certain information.]

Part 10 Definitions and interpretation

42 Definitions

In this Licence, unless the contrary intention appears:

2017-2022 Licence means the operating licence granted to Hunter Water under section 12 of the Act that commenced on 1 July 2017 and expired on 30 June 2022.

5-year Water Efficiency Plan has the meaning given in clause 14(1).

Act means the *Hunter Water Act 1991* (NSW).

Area of Operations means the area referred to in section 16(1)(a) to (c) of the Act and specified in Schedule A to this Licence, but excludes the area referred to in section 16(2) of the Act.

Asset Management System has the meaning given in clause 22(1).

Assets mean the land, structures, plant, equipment, corporate and business systems of Hunter Water, which cause, allow or assist the delivery of the Services.

Assistance Options for Payment Difficulties and Actions for Non-Payment has the meaning given in clause 28(1).

Auditor means a person appointed by IPART to undertake an Operational Audit.

Australian Drinking Water Guidelines means the document titled *Australian Drinking Water Guidelines 2011* published by the National Health and Medical Research Council and the Natural Resource Management Ministerial Council (as amended or updated from time to time).

Australian Guidelines for Water Recycling means the document titled *Australian Guidelines For Water Recycling (Phases 1 and 2)* published by the Environment Protection and Heritage Council, the Natural Resource Management Ministerial Council and the Australian Health Ministers' Conference (as amended or updated from time to time).

Bill means a bill sent by Hunter Water to a Customer for the provision of the Services.

Commencement Date means the date on which this Licence commences, being either 1 July 2022 or, if a different date is specified by the Governor in a notice published in the NSW Government Gazette, that different date.

Complaint means an expression of dissatisfaction made to Hunter Water in relation to its products or Services, Personnel or the complaints-handling process itself, where a response or resolution is reasonably (explicitly or implicitly) expected or legally required.

Consumer means any person who consumes or uses the Services and includes, but is not limited to, a tenant or occupier of a Property.

Controlled Wastewater Overflow is an overflow of Wastewater that is directed by Hunter Water via a designed structure to a predetermined location, such as a drainage system or waterway, in order to prevent overloaded or blocked sewers from discharging at sensitive locations, on private property or within buildings (thus endangering public health or causing public nuisance).

Customer has the same meaning provided in the Act.

[Note: Under the Act, "customer" means a person who is taken to have entered into a customer contract or a person who has made a contract with Hunter Water of a kind referred to in section 37 of the Act.]

Customer Consultation Procedure has the meaning provided in clause 30(2).

Customer Contract means the contract set out in Schedule B of this Licence, being the contract entered into pursuant to section 36(1) of the Act.

Current Economic Method means:

- (a) the most recent economic level of water conservation methodology approved by IPART with respect to Hunter Water; or
- (b) if a subsequent economic method has been approved by the Minister under clause 13(5) or (8), that approved economic method.

DPE means the Department of Planning and Environment.

Drainage Area means an area declared by order of the Governor under section 46 of the Act to be a drainage area.

Drinking Water has the meaning given in the *Public Health Act 2010* (NSW).

Drinking Water Quality Management System has the meaning given in clause 16(1).

Dry Weather Wastewater Overflow Standard has the meaning given in clause 20(1).

End of Term Review has the meaning given in clause 8(1).

Energy and Water Ombudsman NSW means the NSW industry complaints scheme for the water industry of that name.

Environmental Management System has the meaning given in clause 23(1).

FRNSW means Fire and Rescue New South Wales.

Hunter/Central Coast Pipeline Agreement means the agreement of that title executed by Hunter Water, Wyong Shire Council and Gosford City Council in 2007, as amended or replaced from time to time.

General Enquiry Process means the process of making general enquiries to Hunter Water via its website, email, post, telephone and in person.

Good Faith means:

- (a) acting honestly (including not providing false information or concealing material facts);
- (b) acting fairly and reasonably, having regard to the interests of the other party (but not to the extent of subordinating its own interest), including (but not limited to):

- (i) attending, and participating in, meetings at reasonable times;
 - (ii) disclosing relevant information (other than confidential or commercially sensitive information) in a timely manner;
 - (iii) responding to proposals made by the other party in a timely manner; and
 - (iv) giving genuine consideration to the proposals of the other party; and
- (c) acting consistently with the objectives of the Licence, including the objective of providing services in a way that does not prevent or hinder competition.

Hunter Water means the Hunter Water Corporation constituted as a corporation by the Act.

Internal Complaints Handling Procedure has the meaning given in clause 31(1).

IPART means the Independent Pricing and Regulatory Tribunal of New South Wales constituted by the IPART Act.

IPART Act means the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

Licence means this operating licence granted under section 12 of the Act or any renewal of it, as in force for the time being.

Lower Hunter Water Plan means the plan of that title released by the Metropolitan Water Directorate in January 2014, as updated or amended from time to time.

Lower Hunter Water Security Plan means the plan of that title being developed by the NSW Government which, once published, will replace the Lower Hunter Water Plan.

Management System means a set of interrelated elements or components used by Hunter Water to develop and implement its policies and to manage any of its activities, products or Services, and includes organisational structure, planning activities, responsibilities, practices, procedures, processes and resources.

Minister means the Minister responsible for administering the Act.

Multiple Occupancy Property means any land or title on which there is more than one Property.

National Water Initiative Performance Indicators means the National Water Initiative Performance Reporting Indicators set out in the *2013-14 National Performance Framework: Urban performance reporting indicators and definitions handbook* published by the (now-abolished) National Water Commission, or any document which updates, amends or replaces it from time to time.

NSW Health means the NSW Ministry of Health.

Operational Audit has the meaning given in clause 39(1).

Personnel includes Hunter Water's board of directors, officers, employees and contractors.

Planned Water Interruption means an event which:

- (a) commences when the supply of Drinking Water at the first cold water tap of a Property is interrupted following receipt by the Customer or Consumer of a prior water interruption notice from Hunter Water; and
- (b) ceases when a normal supply of Drinking Water is restored to the Property referred to in paragraph (a).

Potential Competitor means a person who informs Hunter Water that they intend to carry out activities that would require a licence under the WIC Act and connection to Hunter Water's Water Supply System or Sewerage System.

Property means any real property that is connected to, or for which a connection is available to Hunter Water's Water Supply System or Sewerage System or is within a Drainage Area. This also includes strata titles properties.

Public Property means real property vested in or under the control of a Minister of the Crown or public authority and excludes any part of that property which is leased, licensed or used for private purposes.

Quality Management System has the meaning given in clause 24(1).

Recycled Water means water that has been treated to a standard suitable for its intended end use such as industrial, commercial and/or household applications but is not intended for use as Drinking Water.

Recycled Water Quality Management System has the meaning given in clause 17(1).

Reporting Manual means the document entitled *Hunter Water Reporting Manual* and published by IPART (as updated from time to time).

Services means the provision, construction, operation, management and maintenance by Hunter Water of systems and services for:

- (a) supplying water;
- (b) providing sewerage and drainage services; and
- (c) disposing of Wastewater.

Servicing Information has the meaning given by clause 37(1).

Sewerage System means the sewer mains, pipes, treatment plants and other equipment provided, constructed, managed, operated and maintained by Hunter Water to provide sewerage services under this Licence including the collection, transportation, treatment and disposal of Wastewater and sewage.

System Yield means the maximum amount of water that Hunter Water estimates (using a hydrological model) can be supplied from water sources within its Area of Operations to its water treatment plants.

Third Party means a person who is not employed, contracted by or working on behalf of Hunter Water.

Uncontrolled Wastewater Overflow is a Wastewater Overflow occurring in dry weather that is not a Controlled Wastewater Overflow.

Unplanned Water Interruption has the meaning given by clause 18(2).

Wastewater means any discarded water, whether clean or contaminated, that is discharged into the Sewerage System.

Wastewater Overflow is the discharge of untreated or partially treated Wastewater from:

- (a) any part of Hunter Water's Sewerage System; or
- (b) any part of a Customer's Sewerage System where the cause of the discharge is a problem with Hunter Water's Sewerage System.

Water Conservation Strategy means the strategy developed under clause 2.1.2 of the 2017-2022 Licence.

Water Continuity Standard has the meaning given in clause 18(1).

Water Efficiency Framework means the framework of that title being developed by the NSW Government which, once published, will outline an approach for economic assessment of water efficiency projects.

Water Pressure Failure means a situation in which a Property experiences water pressure of less than 20 metres head for a continuous period of 30 minutes or more measured at the point of connection of the Property to the Water Supply System (usually at the point of connection known as the 'main tap'), but does not include a situation in which the Property experiences low water pressure on a day when peak day demand exceeds 370 megalitres per day.

Water Pressure Standard has the meaning given in clause 19(1).

Water Storage and Transmission means Hunter Water's capture, storage and release of water situated within Hunter Water's Area of Operations but upstream of Hunter Water's water treatment plants, including water in natural water courses.

Water Supply System means the storages, water mains, pipes, treatment plants and other equipment provided, constructed, managed, operated and maintained by Hunter Water to supply water under this Licence, including the storage, treatment, transfer and delivery of water.

Water Treatment and Transmission means Hunter Water's treatment of water at its treatment plants and downstream of its water treatment plants, including the transfer of water from treatment plants to Customers or Consumers.

WIC Act means the *Water Industry Competition Act 2006* (NSW).

WIC Regulation means the *Water Industry Competition (General) Regulation 2021* (NSW).

43 Interpretation

(1) In this Licence, unless the contrary intention appears:

- (a) a reference to a person includes an individual, a body corporate, an unincorporated body or other entity and one or more of each of them;

- (b) headings are for convenience only and do not affect the interpretation of this Licence;
 - (c) schedules referred to in this Licence form part of this Licence;
 - (d) notes do not form part of this Licence but may be used to assist with interpretation if there is an ambiguity;
 - (e) words importing the singular include the plural and vice versa;
 - (f) a reference to a law or legislation (including the Act) includes regulations made under the law or legislation;
 - (g) a reference to regulations includes ordinances, codes, licences, orders, permits and directions;
 - (h) a reference to a law or regulation includes consolidations, amendments, variations, re-enactments, or replacements of any of them;
 - (i) a reference to a legislative provision that is re-numbered extends to the corresponding re-numbered legislative provision;
 - (j) a reference to a clause in the Customer Contract that is varied or re-numbered extends to the corresponding varied or re-numbered clause;
 - (k) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
 - (l) a reference to a year means a calendar year that ends on 31 December;
 - (m) a reference to a day means a calendar day commencing at 12:00am;
 - (n) a reference to a financial year means a period of 12 months commencing on 1 July and ending on the following 30 June;
 - (o) a reference to a clause or schedule is to a clause of or schedule of this Licence;
 - (p) a reference to a quarter is a period of 3 months beginning on 1 July, 1 October, 1 January or 1 April in a year;
 - (q) a reference to a council under the *Local Government Act 1993* (NSW) also refers to any person or body who, from time to time, has responsibilities connected with the supply of water which are the same or substantially similar to those which the council referred to had as at the Commencement Date; and
 - (r) the word 'include' is not used as a word of limitation.
- (2) If any part of this Licence is prohibited, void, voidable, illegal or unenforceable, then that part is severed from this Licence but without affecting the continued operation of the remainder of this Licence.
- (3) A reference in this Licence to any organisation, association, society, group or body will, in the event of it ceasing to exist or being reconstituted, renamed or replaced or if its powers or functions are transferred to any other entity, body or group, refer respectively to any such entity, body or group, established or constituted in lieu thereof or succeeding to similar powers and functions.

- (4) A reference in this Licence to a document is a reference to the original document as amended or revised or, where the original document is replaced, to the replacing document, or the document that most closely approximates the original document.
- (5) Information provided to IPART under this Licence may be used by IPART for the purpose of an investigation or report under the IPART Act in relation to Hunter Water, or in the discharge of any function lawfully conferred on IPART.

A Area of Operations

The Area of Operations consists of:

- (a) the local government areas of:
 - (i) Cessnock City Council;
 - (ii) Dungog Shire Council;
 - (iii) Maitland City Council;
 - (iv) Lake Macquarie City Council;
 - (v) Newcastle City Council; and
 - (vi) Port Stephens Council,as they stood at the Commencement Date;
- (b) that part of Singleton Shire Council's local government area, as it stood at the Commencement Date, set out on page 4257 of the NSW Government Gazette No 83 of 29 June 2007;
- (c) the islands in that part of the Hunter River between the confluence with the Williams River and the entrance of the Hunter River (including Newcastle Harbour);
- (d) any land upon the waters of that part of the Hunter River between its confluence with the Williams River and the entrance of the Hunter River (including Newcastle Harbour) upon which there is erected any wharf, pier, jetty, building or other structure;
- (e) any area not captured by the above but shown in the map of Hunter Water's Area of Operations published on Hunter Water's website, referred to in clause 2(2); and
- (f) any other land specified from time to time by the Governor by order under section 16(1)(c) of the Act.

[Notes: This Licence is not intended to prohibit Hunter Water from carrying out its functions under section 4A(3) of the Act outside of its Area of Operations.]

Clause 10(2) of this Licence authorises Hunter Water to do all things necessary or convenient to achieve, and to promote the capability to achieve, the transfer of water between its Area of Operations and the local government area of the Central Coast Council in accordance with the Hunter/Central Coast Pipeline Agreement.]

B Customer Contract 2022-2027