



5-year review of Solo Water's Retail  
Suppliers licence (15\_036R)

# Report to the Minister

February 2022

Water >>

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## **Tribunal Members**

The Tribunal members for this review are:

Ms Carmel Donnelly, Chair  
Ms Deborah Cope  
Ms Sandra Gamble

Enquiries regarding this document should be directed to a staff member:

Christine Allen (02) 9290 8412

Nick Singer (02) 9290 8459

## **The Independent Pricing and Regulatory Tribunal (IPART)**

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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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# 1 Executive summary

The Independent Pricing and Regulatory Tribunal of NSW (IPART) has conducted a 5-year review of Solo Water Pty Ltd (Solo Water)'s retail supplier licence under section 85 of the *Water Industry Competition Act 2006* (WIC Act).

Solo Water's retail supplier licence was originally assessed having regard to the licensing principles in section 7 of the WIC Act. We revisited these principles as part of this 5-year review.

We recommend that the Minister varies Solo Water's retail supplier licence (licence number 15\_036R). The proposed variations align Solo Water's licence with our standard licence clauses.

We also recommend amending the licence to update language and terminology to improve readability and provide clarity.

We sought submissions from Solo Water on the existing licence and proposed varied licence clauses and considered Solo Water's response.

While the *Water Industry Competition (General) Regulation 2021* does not require consultation with any persons other than the licensee, we consulted with the Department of Planning, Industry and Environment (DPIE) as part of the review process. We also considered their response.

## 2 Introduction

Solo Water currently holds the retail supplier licence, issued under the WIC Act for the recycled water scheme situated at Catherine Hill Bay. A 100% owned subsidiary corporation of Solo Water, Catherine Hill Bay Water Utility Pty Ltd (CHBWU), holds the network operator licence. The licences are described in **Table 1**:

Table 1 Licences relating to the Catherine Hill Bay scheme

Licensee	Licence number	Licence type	Date granted/last varied
Solo Water	15_036R	Retail supplier	22 September 2016
CHBWU	16_035	Network operator	26 July 2021

We commenced our 5-year review of Solo Water's retail supplier licence on 13 September 2021. This report includes our proposal to make non-material changes to the wording of the scope and outlines our recommendations to amend and remove clauses in the existing retail supplier licence. This report also details our analysis and our reasons for recommending changes to the licence.

### 2.1 We considered new risks and updated the licence clauses

The 5-year review process allows us to reconsider licence clauses in light of emerging risks to each scheme and consider whether the existing licence clauses are appropriate to efficiently and effectively regulate WIC Act licensees. In line with good regulatory practice, licence clauses should direct licensees to achieve desired outcomes without imposing unnecessary compliance and administrative costs.

#### We updated licence clauses

The review provided an opportunity to update Solo Water's retail supplier licence clauses to align them with other more recent standard licence clauses. We consider that applying the recently updated standard licence clauses to Solo Water's licence will:

- Address any gaps in the licence
- Clarify licence clauses for the licensee
- Apply an equitable regulatory framework, by having consistent clauses across licences
- Allow us to more efficiently regulate licensees through improved and more consistent audit processes
- Improve the efficiency of administering licences until the new licensing regime, under the amended WIC Act, is in place.

## We removed licence clauses

Where existing licence clause requirements are no longer required, and the removal of these requirements does not increase risk, we removed those clauses. Clauses were no longer required where:

- Requirements are already imposed elsewhere (e.g. in our Reporting Manual)
- Circumstances around the scheme changed when the scheme's construction phase ended, and the licensee commenced operations
- The requirement was for a limited time, and the requirement has been met and has expired.

## 2.2 We consulted with relevant stakeholders to inform our review

We sought submissions from Solo Water and DPIE on the existing licence, and we further sought, and considered, comments from Solo Water on our proposed varied licence.<sup>1</sup> Solo Water confirmed that it had no further comments regarding our proposed changes.

DPIE noted that the requirements for Solo Water to maintain a bank guarantee and a Deed of Financial Capacity and Guarantee executed in its favour, to the value of \$100,000 each, had expired on 22 September 2021. DPIE considered there was no need for these requirements to be renewed.<sup>2</sup>

If the Minister chooses to make further changes to the proposed licence, they must notify the licensee of, and give the licensee reasonable opportunity to make submissions with respect to, the proposed changes.<sup>i</sup> The Minister must consider any such submissions with respect to any proposed further changes.

## 2.3 We had regard to licensing principles

We had regard to the licensing principles in section 7 of the WIC Act (see **Box 1**). Our recommendation to amend and remove Solo Water's licence clauses, to align them with more recent standard licence clauses, is in line with the licensing principles as the changes provide:

- Better consumer protection by clarifying requirements for the delineation of responsibilities where there are interconnections with other utilities, maintenance of insurance, reporting of changes in relation to the register of licences and the infrastructure that must be used.<sup>ii</sup>
- Less regulatory duplication by removing licence requirements that already exist in our Reporting Manual requirements for WIC Act licensees (and where the removal of the requirement does not increase risk), or by consolidating requirements across clauses to a single clause within a licence (e.g. insurance requirements).

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<sup>i</sup> WIC Act section 17.

<sup>ii</sup> WIC Act section 7(1)(a) and 7(1)(f).

### Box 1 Licensing principles under section 7(1) of the WIC Act

"In considering whether or not a licence is to be granted under this Part and what conditions are to be imposed on such a licence, regard is to be had to the following principles:

- (a) the protection of public health, the environment, public safety and consumers generally,
- (b) the encouragement of competition in the supply of water and the provision of sewerage services,
- (c) the ensuring of sustainability of water resources,
- (d) the promotion of production and use of recycled water,
- (e) the promotion of policies set out in any prescribed water policy document,
- (f) the potential for adverse financial implications for small retail customers generally arising from the activities proposed to be covered by the licence,
- (g) the promotion of the equitable sharing among participants in the drinking water market of the costs of water industry infrastructure that significantly contributes to water security."

Source: Section 7 of the WIC Act.

## 2.4 We were mindful of changes to the WIC Act licensing framework

The *Water Industry Competition Amendment Act 2021*, which was recently assented to and is expected to commence on 1 September 2022, will result in significant changes to the WIC Act licensing framework and consent conditions. The Act includes a changed scope for schemes that will require a licence, and provisions to transition currently licensed schemes to the new framework where appropriate. Therefore, we have only recommended the minimum changes necessary to bring Solo Water's retail supplier licence in line with our standard retail supplier licence clauses. Having standard licence clauses will assist in converting the licence to updated legal instruments when the impending changes to the WIC Act licensing regime commence.

## 2.5 Summary of changes

The following section outlines our analysis and our recommendations. In summary, we propose to update Solo Water's retail supplier licences (the proposed licence is in Appendix A) as follows:

**Table 2 Summary of changes to Solo Water's retail supplier licence 15\_036R**

### Summary of changes

Restructure the licence scope in Schedule A into three parts, Section 1, Section 2 and Section 3, and add Geographic Information System (GIS) coordinates and maps to describe the area of operations (section 3.1 of this report).

Re-word the table of authorised purposes for non-potable water in Table 1.4 to refer to the authorised purposes for non-potable water in CHBWU's network operator's licence (section 3.1 of this report).

For section A4 of Schedule A we:

- Removed one clause relating to agreements with authorised persons and 2 clauses relating to requirements for an unconditional bank guarantee and a Deed of Financial Capacity (section 3.2 of this report)
- Updated numbering for one clause (section 3.2 of this report).

Amend, remove and update numbering of clauses in Schedule B:

- Amend 10 clauses on maintaining insurance, reporting in relation to the register of licences, delineating responsibilities, and infrastructure to be used (section 3.3.1 of our report at Attachment A).
- Remove 6 clauses on obtaining insurance, providing copies of operational plans, notification of changes to Authorised Persons and notification of the commencement of operation (section 3.3.2 of our report at Attachment A)
- Update numbering on 6 clauses (section 3.3.3 of our report at Attachment A).

Changes to wording of clauses are detailed in Appendix B of this report.



## 3 Review of Solo Water's retail supplier licence

### 3.1 We propose non-material changes to the licence scope

The licence scope is set out in Schedule A of the existing licence. We propose restructuring the licence scope into 3 sections, one for non-potable water, one for drinking water and one for sewerage services. This aligns the licence with our standard template. We consider that applying the standard licence template, while maintaining the language in Solo Water's existing licence, improves clarity with no material changes to the licence scope.

We also propose to make a change in the presentation only of the area of operations by using Geographic Information System (GIS) coordinates and indicative maps (i.e. rather than the existing lot number and deposited plan descriptors) as:

- GIS coordinates provide a more accurate description of the area of operations over time (e.g. when lots or deposited plans are changed or cease to exist)
- Maps are quicker to read and understand. This is consistent with our standard template and would not change the area of operations for the retail supplier licence.

We propose changing the description of authorised purposes for non-potable water to refer to the authorised purposes for non-potable water in CHBWU's network operator's licence. This ensures consistency between the licences.

We also propose making small non-material updates to the language in the scope to align the language with our standard template. Applying the standard licence template language, while maintaining the meaning in Solo Water's existing licence, improves clarity.

We also propose the removal of unnecessary clauses within the licence scope. We consider the removal of these clauses removes unnecessary language, improves efficiency and simplicity.

These changes do not materially change the licence scope.

**Table 3** Proposed changes to tables in Schedule A (sections 1 to 3 of proposed licence)

Existing clause	New clause	Reason for the change	Considerations in making our recommendation
Table 1.5 Area of operations	Table 1.3 Area of operations	<ul style="list-style-type: none"> <li>• Replacing the description of area of operations with reference to GIS coordinates in Schedule D improves clarity of the Area of Operations for non-potable water services</li> <li>• This makes no substantive change to the area of operations for Solo Water's retail operations.</li> </ul>	<ul style="list-style-type: none"> <li>• Provides a clearer and more accurate representation of the Area of Operations using GIS coordinates and indicative maps.</li> </ul>

Existing clause	New clause	Reason for the change	Considerations in making our recommendation
Table 1.3 Authorised Purposes	Table 1.4 Authorised purposes for non-potable water	<ul style="list-style-type: none"> <li>To align the description of authorised purposes with those in the Catherine Hill Bay scheme's network operator's licence.</li> <li>This does not constitute a change in licence scope.</li> </ul>	<ul style="list-style-type: none"> <li>Removes inefficient regulation caused by unnecessary clauses and potentially unnecessary requirements in those clauses.</li> </ul>
Table 2.5 Area of operations	Table 2.3 Area of operations	<ul style="list-style-type: none"> <li>Replacing the description of area of operations with reference to GIS coordinates in Schedule E improves clarity of the Area of Operations for drinking water services</li> <li>This makes no substantive change to the area of operations for Solo Water's retail operations.</li> </ul>	<ul style="list-style-type: none"> <li>Provides a clearer and more accurate representation of the Area of Operations using GIS coordinates and indicative maps.</li> </ul>
Table 3.5 Area of operations	Table 3.3 Area of operations	<ul style="list-style-type: none"> <li>Replacing the description of area of operations with reference to GIS coordinates in Schedule D improves clarity of the Area of Operations for sewerage services</li> <li>This makes no substantive change to the area of operations for Solo Water's retail operations.</li> </ul>	<ul style="list-style-type: none"> <li>Provides a clearer and more accurate representation of the Area of Operations using GIS coordinates and indicative maps.</li> </ul>
Table 1.2, 2.2 and 3.2 Water industry infrastructure	Remove	<ul style="list-style-type: none"> <li>Remove definition of water industry infrastructure</li> <li>These tables are not required for retail supplier's licences under sections 6(1) or 11(1) of the WIC Act.</li> <li>The requirement to use water industry infrastructure already exists in the licence and the tables are not required. Standard licence clause 8 in Schedule B of the proposed licence requires licensee to only source water or provide sewerage service by infrastructure operated by a WIC Act network operator or public water utility.</li> </ul>	<ul style="list-style-type: none"> <li>Is consistent with our standard licence template</li> <li>Removes inefficient regulation caused by unnecessary clauses and potentially unnecessary requirements in those clauses.</li> <li>Removes duplication of requirements in the licence.</li> </ul>
Table 2.3 Authorised purposes	Remove	<ul style="list-style-type: none"> <li>Remove authorised purposes for drinking water services</li> <li>This table is not required for drinking water services under the WIC Act.</li> </ul>	<ul style="list-style-type: none"> <li>Is consistent with our standard licence template</li> <li>Removes inefficient regulation caused by unnecessary clauses and potentially unnecessary requirements in those clauses.</li> </ul>
Table 3.3 Authorised purposes	Remove	<ul style="list-style-type: none"> <li>Remove authorised purposes for sewerage services</li> <li>This table is not required for sewerage services under the WIC Act.</li> </ul>	<ul style="list-style-type: none"> <li>Is consistent with our standard licence template</li> <li>Removes inefficient regulation caused by unnecessary clauses and potentially unnecessary requirements in those clauses.</li> </ul>

## 3.2 We propose material changes to Schedule A4

We propose removing 3 licence clauses from Schedule A4 relating to:

- Providing an agreement with an Authorised Person (i.e. Unitywater) to the Minister within 12 weeks of the commencement of the licence. This requirement has been met (clause A4.1).
- Requirements to hold both an unconditional bank guarantee, and a Deed of Financial Capacity and Guarantee, in favour of the licensee for \$100,000 each for at least 5 years from the granting of the licence (clauses A4.3 and A4.4).

We consider the financial risk attached to retail activities is low and that removal of the licence clauses would reduce regulatory burden on the licensee without changing the risk attached to the licence. Clauses A4.3 and A4.3 were included in the licence to control the risk of a loss of financial capacity by the licensee. We consider the risk of a loss of financial capacity is less than when the licence was granted as the scheme:

- has operated successfully for around 5 years while maintaining financial viability.
- increased in size (i.e. number of customers) which has increased revenue and therefore financial capacity.

We also consider that retail activities generally carry lower risk than network activities as an alternative provider of retail activities can be found in a relatively short period of time.

The requirements for a guarantee and Deed to be held expired on 22 September 2021. The Minister did not direct the term of the guarantee or Deed to be extended and DPIE has advised, as part of this review, that they do not consider the requirements in the licence clauses need to be renewed given the lower risk attached to the retail licence. DPIE also noted some assurance from the continuing requirement under the Catherine Hill Bay Water Utility's network operator licence to maintain a \$2.5 million bank guarantee and Deed of Financial Capacity and Guarantee.<sup>3</sup>

We also made an immaterial change by renumbering clause A4.2 to clause 1.1.

Table 4 Proposed removal of A4 Special conditions clauses

Existing clause	Reason for removing this clause	We had regard to the following licensing principles in making our recommendation
A4.1	<ul style="list-style-type: none"> <li>• Requirement has expired as it was met within 12 weeks of the licence being approved.</li> <li>• Improves efficiency of regulation by removing unnecessary obligations in the licence.</li> </ul>	<ul style="list-style-type: none"> <li>• The protection of consumers under s7(1)(a) of the WIC Act</li> <li>• The potential for adverse financial implications for small retail customers under s7(1)(f) of the WIC Act.</li> </ul>
A4.3 and A4.4	<ul style="list-style-type: none"> <li>• Requirements have expired and DPIE has advised that they do not consider the term of the requirement needs to be extended.</li> </ul>	<ul style="list-style-type: none"> <li>• The protection of consumers under s7(1)(a) of the WIC Act</li> <li>• The potential for adverse financial implications for small retail customers under s7(1)(f) of the WIC Act.</li> </ul>

Existing clause	Reason for removing this clause	We had regard to the following licensing principles in making our recommendation
	<ul style="list-style-type: none"> <li>Requirements are not needed as financial risk attached to licence will not materially change if clauses are removed.</li> <li>Improves efficiency of regulation by removing unnecessary obligations in the licence.</li> </ul>	

### 3.3 We propose material changes to Schedule B

#### 3.3.1 We propose amendments to existing clauses

We propose amending 10 existing licence clauses relating to:

- Insurance requirements
- Reporting requirements relating to the register of licences
- Delineating responsibilities where there are interconnections with other infrastructure
- Infrastructure to be used

Table 5 Proposed changes to Schedule B clauses

Existing clause	Proposed clause	Reason for the change	We had regard to the following licensing principles in making our recommendation
<b>Maintaining appropriate insurance</b>		<ul style="list-style-type: none"><li>For all clauses wording and numbering changes are recommended to align with our standard licence template.</li><li>Improves efficiency of regulation by having clearer language in each clause and more consistency across WIC Act licence clauses generally.</li></ul>	<ul style="list-style-type: none"><li>The protection of consumers under s7(1)(a) of the WIC Act</li><li>The potential for adverse financial implications for small retail customers under s7(1)(f) of the WIC Act.</li></ul>
B3.1	2.1		
B3.3	2.5		
B3.4	2.6		
<b>Reporting information in relation to the register of licences</b>			
B7.1	6.1		
<b>Delineating responsibilities</b>			
B9.1	7.1		
B9.2	7.4		
B9.3 and B9.4	7.3		
<b>Infrastructure to be used</b>			
B11.1	8.1		
B11.2	8.2		

### 3.3.2 We propose the removal of clauses

We propose to remove 6 licence clauses from Schedule B relating to:

- Obtaining insurance before commencing commercial operation
- Providing copies of operational plans when they are changed
- The notification of changes to Authorised Persons
- The notification of the commencement of operation.

Table 6 Proposed removal of Schedule B clauses

Existing clause	Reason for removing this clause	Considerations in making our recommendation
B2.5 Obtaining appropriate insurance	<ul style="list-style-type: none"> <li>• Requirement is no longer needed as scheme has commenced operation</li> <li>• Improves efficiency of regulation by removing unnecessary obligations in the licence.</li> </ul>	<ul style="list-style-type: none"> <li>• The protection of consumers under s7(1)(a) of the WIC Act</li> <li>• The potential for adverse financial implications for small retail customers under s7(1)(f) of the WIC Act.</li> </ul>
B8.1 B8 Provision of copy of Plan	<ul style="list-style-type: none"> <li>• This clause duplicates a requirement in section 3.6 of the Retail Supplier Reporting Manual.</li> <li>• Improves efficiency of regulation by removing unnecessary and duplicative obligations in the licence.</li> </ul>	<ul style="list-style-type: none"> <li>• The protection of consumers under s7(1)(a) of the WIC Act</li> <li>• The potential for adverse financial implications for small retail customers under s7(1)(f) of the WIC Act.</li> </ul>
B10.1 Notification of changes to Authorised Person	<ul style="list-style-type: none"> <li>• This clause duplicates a requirement in section 3.4 of the Retail Supplier Reporting Manual.</li> <li>• Improves efficiency of regulation by removing unnecessary and duplicative obligations in the licence.</li> </ul>	<ul style="list-style-type: none"> <li>• The protection of consumers under s7(1)(a) of the WIC Act</li> <li>• The potential for adverse financial implications for small retail customers under s7(1)(f) of the WIC Act.</li> </ul>
B12.1, B12.2 and B12.3 Notification of operation	<ul style="list-style-type: none"> <li>• Clauses not required as scheme has commenced operations.</li> <li>• Improves efficiency of regulation by removing unnecessary obligations in the licence.</li> </ul>	<ul style="list-style-type: none"> <li>• The protection of consumers under s7(1)(a) of the WIC Act</li> <li>• The potential for adverse financial implications for small retail customers under s7(1)(f) of the WIC Act.</li> </ul>

### 3.3.3 We propose clause numbering updates

To update the licence with our standard template we have kept the same language but changed the numbering of 6 clauses in Schedule B of the proposed licence.

Table 7 Schedule B - clause numbering changes only

Clause description	Existing clause number	Proposed clause number
Ongoing capacity to operate	B1.1	1.1
Maintaining appropriate insurance	B3.2	2.2
Complying with NSW Health requirements	B4.1	3.1
Complying with Audit Guidelines from IPART	B5.1	4.1
Reporting in accordance with the Reporting Manual	B6.1	5.1
Delineating responsibilities	B9.5	7.5

## 4 Recommendation

### Recommendation

1. We recommend that the Minister vary the clauses of Solo Water's retail supplier licence (licence number 15\_036R) in accordance with the proposed varied licence in Appendix A.

Upon deciding to vary each licence or otherwise, the Minister may provide IPART with a notice of the decision and the reasons for the decision. Where the Minister provides us with a notice of the decision, we will make that notice available to the public on our website, in accordance with the requirements of the WIC Act. We will also notify the licensee of the varied licence.

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# Appendices



## A Notice of Decision and proposed retail supplier licence



## New South Wales

### Water Industry Competition Act 2006 (NSW)

#### Section 15

#### **Notice of Decision - Variation of Retail Supplier's Licence No. 15\_036R**

I, the Hon. Kevin Anderson, MP, Minister for Lands and Water, have decided to amend Solo Water Pty Ltd's (ACN 160 013 614) licence number 15\_036R (**Licence**) under section 15 of the *Water Industry Competition Act 2006* (NSW) (**Act**). The reasons for my decision are set out below.

I have considered and accepted the Independent Pricing and Regulatory Tribunal (**IPART**)'s advice and recommendations in its report to me on the 5-year review of the licence. I attach IPART's report (**Attachment A**).

I have also had regard to the licensing principles set out in section 7 of the Act in deciding to vary the conditions of the Licence.

I attach the Licence, as varied (**Attachment B**).

.....

The Hon. Kevin Anderson, MP  
Minister for Lands and Water

Dated this                      day of                      20



# **NEW SOUTH WALES GOVERNMENT**

***Water Industry Competition Act 2006 (NSW)***

**Retail supplier's licence**

Licence no. 15\_036R

Solo Water Pty Ltd

(ACN 160 013 614)

## PRELIMINARY

### 1. Summary

- 1.1. This Licence is granted under section 10(1) of the Act.
- 1.2. The Act prohibits a person from supplying water, or providing a sewerage service, by means of any water industry infrastructure, otherwise than under the authority of a licence. This Licence authorises the Licensee and other Authorised Persons to carry out such activities that would otherwise be prohibited under the Act.

### 2. Outline

- 2.1. This Licence is divided into the following sections and schedules:

<b>Section 1</b> authorises the supply of non-potable water (if applicable).
<b>Section 2</b> authorises the supply of drinking water (if applicable).
<b>Section 3</b> authorises the supply of sewerage services (if applicable).
<b>Schedule A</b> sets out special Ministerially-imposed licence conditions that are specific to this Licence.
<b>Schedule B</b> sets out Ministerially-imposed licence conditions that generally apply to retail suppliers' licences granted under the Act.
<b>Schedule C</b> sets out definitions and interpretation provisions.
<b>Schedule D</b> sets out the area of operations for the activities authorised under Section 1 and Section 3.
<b>Schedule E</b> sets out the area of operations for the activities authorised under Section 2.
<b>Schedule F</b> provides indicative maps for reference only.

- 2.2. In addition to the conditions in Schedules A and B to this Licence, the Act and Regulation also contain conditions that apply to this Licence. Nothing in Schedules A or B modifies or affects the conditions imposed on this Licence by the Act or Regulation.
- 2.3. Where there is an inconsistency between Schedule F on the one hand and any of Schedules D and E on the other hand, Schedules D and E prevail over Schedule F to the extent of the inconsistency.

## SECTION 1 – AUTHORISATION TO SUPPLY NON-POTABLE WATER

Subject to the conditions imposed by the Act, the Regulation and Schedules A and B to this Licence, this Licence authorises the Licensee and any Authorised Persons specified in Table 1.1 to supply non-potable water:

- a) to the persons or classes of persons specified in Table 1.2; and
- b) within the area of operations specified in Table 1.3.

The non-potable water supplied by means of the water industry infrastructure may only be used for the authorised purposes for non-potable water specified in Table 1.4.

**Table 1.1 Authorised Persons**

The Northern SEQ Distributor-Retailer Authority established under the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009*, trading as Unitywater.

**Table 1.2 Person or classes of persons**

Persons within the areas of operations specified in Table 1.3.

**Table 1.3 Area of operations**

Refer to Schedule D.

**Table 1.4 Authorised purposes for non-potable water**

The Authorised Purposes specified in Section 1, Table 1.4 of the Catherine Hill Bay Network Operator's Licence.

## SECTION 2 – AUTHORISATION TO SUPPLY DRINKING WATER

Subject to the conditions imposed by the Act, the Regulation and Schedules A and B to this Licence, this Licence authorises the Licensee and any Authorised Persons specified in Table 2.1 to supply drinking water:

- a) to the persons or classes of persons specified in Table 2.2; and
- b) within the area of operations specified in Table 2.3.

**Table 2.1 Authorised Persons**

The Northern SEQ Distributor-Retailer Authority established under the <i>South-East Queensland Water (Distribution and Retail Restructuring) Act 2009</i> , trading as Unitywater.
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**Table 2.2 Person or classes of persons**

Persons within the areas of operations specified in Table 2.3.
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**Table 2.3 Area of operations**

Refer to Schedule E.
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### **SECTION 3 – AUTHORISATION TO PROVIDE SEWERAGE SERVICES**

Subject to the conditions imposed by the Act, the Regulation and Schedules A and B to this Licence, this Licence authorises the Licensee and any Authorised Persons specified in Table 3.1 to provide sewerage services:

- a) to the persons or classes of persons specified in Table 3.2; and
- b) within the area of operations specified in Table 3.3.

**Table 3.1 Authorised Persons**

The Northern SEQ Distributor-Retailer Authority established under the South-East Queensland Water (Distribution and Retail Restructuring) Act 2009, trading as Unitywater.
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**Table 3.2 Person or classes of persons**

Persons within the areas of operations specified in Table 3.3.
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**Table 3.3 Area of operations**

Refer to Schedule D.
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## **SCHEDULE A – SPECIAL MINISTERIALLY-IMPOSED LICENCE CONDITIONS**

### **1. Special conditions**

1.1. If a party to an Agreement proposes to:

- a) terminate the Agreement;
- b) novate the Agreement;
- c) assign or transfer any of its rights or obligations under the Agreement to any other person; or
- d) alter the Agreement in any way that materially reduces the Licensee's technical, financial or organisational capacity to carry out the activities authorised by this Licence,

the Licensee must provide IPART with written notice as soon as practicable, but no later than 3 months, before the time when the proposed action is to occur. The written notice must include details of how the service provided under the Agreement will be provided subsequent to the proposed termination, novation, assignment, transfer or alteration.

## SCHEDULE B – GENERAL MINISTERIALLY IMPOSED LICENCE CONDITIONS

### 1. Ongoing capacity to operate

- 1.1. The Licensee must have the technical, financial and organisational capacity to carry out the activities authorised by this Licence. If the Licensee ceases to have this capacity, it must report this to IPART in accordance with the Reporting Manual.

### 2. Maintaining appropriate insurance

- 2.1. The Licensee must hold insurance that is appropriate for the size and nature of the activities that the Licensee is carrying out under this Licence.
- 2.2. The Licensee must provide a copy of each certificate of currency of the insurance maintained by the Licensee to IPART in accordance with the Reporting Manual.
- 2.3. *[Not applicable].*
- 2.4. *[Not applicable].*
- 2.5. If, in relation to the activities authorised by this Licence, there is or is to be a change in either of the following, the Licensee must provide a report to IPART in accordance with the Reporting Manual:
- a) the insurer or underwriting panel in respect of an insurance policy held by the Licensee; or
  - b) the type, scope or limit on the amount of insurance held by the Licensee.
- 2.6. From time to time when requested in writing by IPART, the Licensee must provide a report to IPART, in the manner and form and within the timeframes specified by IPART, from an Insurance Expert certifying that in the Insurance Expert's opinion the type, scope and limit on the amount of insurance held by the Licensee is appropriate for the size and nature of the activities that the Licensee is carrying out under this Licence.

*[Note: The circumstances in which IPART may request a report under clause 2.6 include (but are not limited to) the following:*

- *where IPART considers that there may be a change in the type, scope or limit on the amount of insurance held by the Licensee in relation to activities that the Licensee is carrying out under this Licence;*
- *where there is a change in the type or extent of activities authorised by this Licence; or*

- *where IPART or an approved auditor considers that the type, scope or limit on the amount of insurance held by the Licensee may not be appropriate for the size and nature of the activities that the Licensee is carrying out under this Licence.]*

### **3. Complying with NSW Health requirements**

- 3.1. The Licensee must carry out the activities authorised by this Licence in compliance with any requirements of NSW Health that:
- a) IPART has agreed to; and
  - b) are notified from time to time to the Licensee by IPART in writing.

### **4. Complying with Audit Guidelines**

- 4.1. The Licensee must comply with any Audit Guidelines issued by IPART.

### **5. Reporting in accordance with the Reporting Manual**

- 5.1. The Licensee must prepare and submit reports in accordance with the Reporting Manual.

### **6. Reporting information in relation to the register of licences**

- 6.1. The Licensee must notify IPART, and provide IPART with details, of any change in relation to the following, in accordance with the Reporting Manual within 14 days of the change:
- a) any licensed network operator or public water utility from whose water industry infrastructure the Licensee supplies water to its customers;
  - b) any source from which the water handled by the water industry infrastructure referred to in clause 6.1a) is derived;
  - c) whether or not any of the Licensee's customers are Small Retail Customers;
  - d) any order under section 54 of the Act by which the Licensee is declared to be a retailer of last resort; and
  - e) any licensed network operator or public water utility by means of whose sewerage infrastructure the Licensee provides sewerage services to its customers.

## **7. Delineating responsibilities**

- 7.1. If a code of conduct has not been established under section 46 of the Regulation, the Licensee must, by a date specified by IPART, establish a code of conduct (Licensee's Code of Conduct) in accordance with this clause 7.
- 7.2. *[Not applicable].*
- 7.3. The Licensee's Code of Conduct must be agreed in writing between:
- a) the Licensee; and
  - b) each licensed network operator, licensed retail supplier and/or public water utility that:
    - i) supplies water or provides sewerage services by means of any water industry infrastructure that is connected to the Licensed Water Industry Infrastructure; or
    - ii) constructs, maintains or operates any water industry infrastructure that is connected to the Licensed Water Industry Infrastructure.
- 7.4. The Licensee's Code of Conduct must set out the respective responsibilities of the entities specified in clause 7.3 by, at a minimum, providing for:
- a) who is responsible for repairing, replacing or maintaining any pipes, pumps, valves or storages or other infrastructure connecting the Licensed Water Industry Infrastructure to the other water industry infrastructure;
  - b) who is responsible for water quality;
  - c) who is liable in the event of the unavailability of water;
  - d) who is liable in the event of failure of any water industry infrastructure;
  - e) the fees and charges payable in respect of the use of the water industry infrastructure; and
  - f) who is responsible for handling customer complaints.
- 7.5. The Licensee must not contravene the Licensee's Code of Conduct to the extent that it makes the Licensee responsible or liable for the matters set out in it.

## **8. Infrastructure to be used**

- 8.1. The Licensee must only source and supply water by means of water industry infrastructure, if that water industry infrastructure is maintained and operated by a licensed network operator or public water utility.
- 8.2. The Licensee must only provide sewerage services by means of water industry infrastructure, if that water industry infrastructure is maintained and operated by a licensed network operator or public water utility.

**9. Notification of supply of water or provision of sewerage services**

9.1. *[Not applicable].*

9.2. *[Not applicable].*

## SCHEDULE C – INTERPRETATION AND DEFINITIONS

### 1. Interpretation

1.1. In this Licence, unless the context requires otherwise:

- a) the singular includes the plural and vice versa;
- b) headings are used for convenience only and do not affect the interpretation of this Licence;
- c) a reference to a document includes the document as modified from time to time and any document replacing it;
- d) a reference to a “person” includes a natural person and any body or entity whether incorporated or not;
- e) a reference to a clause is to a clause in this Licence;
- f) a reference to a section is to a section in this Licence;
- g) a reference to a schedule is to a schedule to this Licence;
- h) a reference to a law or statute includes regulations, rules, codes and other instruments under it, and consolidations, amendments, re-enactments or replacements of them; and
- i) explanatory notes do not form part of this Licence, but in the case of uncertainty may be relied on for interpretation purposes.

### 2. Definitions

2.1. Expressions used in this Licence that are defined in the Act or the Regulation have the meanings set out in the Act or the Regulation.

2.2. In this Licence:

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

Agreement means any agreement or deed provided to IPART or the Minister in connection with the Licensee's application for this Licence.

Audit Guidelines means the document titled “*Audit Guideline – Water Industry Competition Act 2006*”, which is prepared by IPART and is available on IPART's website at [www.ipart.nsw.gov.au](http://www.ipart.nsw.gov.au), and any other guidelines issued by IPART in relation to audits under the Act.

Authorised Person	means each person specified in, as applicable: <ul style="list-style-type: none"> <li>a) section 1, Table 1.1;</li> <li>b) section 2, Table 2.1; and</li> <li>c) section 3, Table 3.1.</li> </ul>
Catherine Hill Bay Network Operator's Licence	means network operator's licence no. 16_035 granted to Catherine Hill Bay Water Utility Pty Ltd (ACN 163 381 922) (as varied by the Minister from time to time)
Insurance Expert	means an insurance broker which holds an Australian financial services licence under Part 7.6 of the <i>Corporations Act 2001</i> (Cth) that authorises the broker to provide financial product advice for, and deal in, contracts of insurance within the meaning of Chapter 7 of that Act.
IPART	means the Independent Pricing and Regulatory Tribunal of New South Wales established under the <i>Independent Pricing and Regulatory Tribunal Act 1992</i> (NSW).
Licence	means this retail supplier's licence granted under section 10 of the Act.
Licensed Water Industry Infrastructure	means the water industry infrastructure by means of which the non-potable water, drinking water and/or sewerage services (as applicable) under this Licence are supplied.
Licensee	means Solo Water Pty Ltd (ACN 160 013 614).
Licensee's Code of Conduct	has the meaning given in Schedule B, clause 7.1.
Minister	means the Minister responsible for Part 2 of the Act.
NSW Health	means the Water Unit of NSW Ministry of Health and any of the local health districts as defined by the NSW Ministry of Health.



Regulation	means the <i>Water Industry Competition (General) Regulation 2021</i> (NSW).
Reporting Manual	means the document titled “Retail Supplier’s Reporting Manual under the <i>Water Industry Competition Act 2006 (NSW)</i> ”, which is prepared by IPART and is available on IPART’s website at <a href="http://www.ipart.nsw.gov.au">www.ipart.nsw.gov.au</a> .
Small Retail Customer	has the meaning given to that term in the Regulation.

## SCHEDULE D – AREA OF OPERATIONS – NON-POTABLE WATER AND SEWERAGE SERVICES

**Table D.1 Vertices for area of operations for non-potable water and sewerage services**

Vertex	Easting	Northing	Vertex	Easting	Northing
0	371624.621	6329475.795	47	371638.180	6329917.559
1	371599.266	6329532.474	48	371645.185	6329868.608
2	371569.787	6329559.742	49	371642.933	6329868.286
3	371469.378	6329557.285	50	371645.752	6329856.321
4	371393.445	6329570.264	51	371655.213	6329857.574
5	371315.491	6329612.387	52	371875.194	6329926.755
6	371274.393	6329637.922	53	371923.179	6329948.634
7	371235.010	6329682.360	54	371924.070	6329946.934
8	371211.979	6329735.579	55	371974.405	6329948.862
9	371222.089	6329786.194	56	371973.279	6329978.221
10	371256.970	6329828.192	57	371993.365	6329979.369
11	371278.942	6329920.693	58	371989.112	6330090.343
12	371326.420	6330013.503	59	372039.354	6330092.268
13	371306.162	6330025.656	60	372030.403	6330326.159
14	371279.772	6330078.860	61	372072.966	6330328.621
15	371155.006	6330116.250	62	372071.285	6330372.505
16	371116.389	6330120.561	63	372083.863	6330372.854
17	371101.188	6330117.959	64	372087.772	6330406.108
18	371085.011	6330118.639	65	372099.836	6330413.438
19	371067.923	6330123.351	66	372117.709	6330411.333
20	371052.423	6330131.950	67	372133.136	6330397.090
21	371042.500	6330140.527	68	372158.496	6330349.931
22	371033.798	6330151.346	69	372146.230	6330349.300
23	371027.548	6330162.878	70	372178.386	6330293.707
24	371023.407	6330175.322	71	372182.084	6330288.460
25	371021.460	6330189.069	72	372195.265	6330290.651
26	371021.984	6330202.175	73	372199.493	6330263.758
27	371024.787	6330214.988	74	372206.355	6330254.021
28	371030.143	6330227.797	75	372230.949	6330237.444
29	371037.294	6330238.793	76	372217.494	6330211.255
30	371046.254	6330248.370	77	372233.994	6330202.710
31	371057.353	6330256.683	78	372241.172	6330196.347
32	371068.950	6330262.650	79	372260.483	6330199.557
33	371080.655	6330266.350	80	372263.610	6330179.691
34	371092.807	6330268.092	81	372274.790	6330171.056
35	371122.278	6330265.954	82	372274.862	6330159.349
36	371161.847	6330258.039	83	372294.696	6330148.398
37	371191.615	6330248.061	84	372300.919	6330135.150
38	371287.067	6330220.756	85	372322.098	6330147.809
39	371417.121	6330177.652	86	372360.665	6330083.637
40	371486.878	6330145.920	87	372372.622	6330075.844
41	371578.168	6330158.984	88	372383.084	6330063.772
42	371584.863	6330108.834	89	372397.396	6330041.106
43	371594.277	6330098.632	90	372398.672	6330033.668
44	371613.677	6330029.345	91	372402.151	6330026.447
45	371624.034	6330022.577	92	372411.718	6330017.648
46	371647.655	6329933.473	93	372433.257	6329989.565

<b>Vertex</b>	<b>Easting</b>	<b>Northing</b>	<b>Vertex</b>	<b>Easting</b>	<b>Northing</b>
94	372463.648	6330008.873	107	372362.474	6329621.949
95	372467.076	6329987.177	108	372312.195	6329577.326
96	372440.487	6329970.112	109	372217.763	6329511.639
97	372467.798	6329889.373	110	372149.869	6329488.556
98	372494.035	6329845.639	111	372078.326	6329443.324
99	372418.626	6329845.603	112	372057.653	6329452.590
100	372339.509	6329852.790	113	371991.285	6329410.951
101	372340.299	6329879.587	114	371921.147	6329397.375
102	372284.639	6329840.535	115	371813.761	6329360.119
103	372321.190	6329783.322	116	371748.308	6329382.921
104	372324.624	6329760.484	117	371667.760	6329430.768
105	372346.969	6329700.465	118	371624.621	6329475.795
106	372346.220	6329661.840			

Note: Coordinate reference system is MGA 56.

## SCHEDULE E – AREA OF OPERATIONS – DRINKING WATER

**Table E.1 Vertices for area of operations for drinking water**

Vertex	Eastings	Northings	Vertex	Eastings	Northings
0	371624.621	6329475.795	49	371645.185	6329868.608
1	371599.266	6329532.474	50	371642.933	6329868.286
2	371569.787	6329559.742	51	371643.991	6329863.796
3	371469.378	6329557.285	52	371703.434	6329880.079
4	371393.445	6329570.264	53	371718.271	6329887.199
5	371315.491	6329612.387	54	371727.115	6329896.866
6	371274.393	6329637.922	55	371743.092	6329944.281
7	371235.010	6329682.360	56	371746.361	6329971.064
8	371211.979	6329735.579	57	371742.677	6330012.401
9	371222.090	6329786.194	58	371738.636	6330033.759
10	371256.970	6329828.192	59	371733.467	6330044.622
11	371278.942	6329920.693	60	371728.328	6330061.395
12	371326.420	6330013.503	61	371719.953	6330107.888
13	371306.162	6330025.656	62	371711.625	6330128.011
14	371279.772	6330078.860	63	371696.166	6330137.113
15	371155.006	6330116.250	64	371662.530	6330143.882
16	371116.389	6330120.561	65	371632.432	6330153.268
17	371101.188	6330117.959	66	371616.413	6330159.901
18	371085.011	6330118.639	67	371510.784	6330182.011
19	371067.923	6330123.351	68	371487.807	6330184.515
20	371052.423	6330131.950	69	371466.444	6330195.218
21	371042.500	6330140.527	70	371407.839	6330209.034
22	371033.798	6330151.346	71	371325.542	6330221.326
23	371027.548	6330162.878	72	371294.258	6330232.637
24	371023.407	6330175.322	73	371260.098	6330236.237
25	371021.460	6330189.069	74	371244.263	6330241.494
26	371021.984	6330202.175	75	371212.918	6330245.623
27	371024.787	6330214.988	76	371200.134	6330245.624
28	371030.143	6330227.797	77	371191.615	6330248.061
29	371037.294	6330238.793	78	371175.684	6330253.854
30	371046.254	6330248.370	79	371166.891	6330269.357
31	371057.353	6330256.683	80	371152.040	6330277.767
32	371068.950	6330262.650	81	371089.351	6330290.303
33	371080.655	6330266.350	82	371004.897	6330310.247
34	371092.807	6330268.092	83	370924.309	6330326.038
35	371122.278	6330265.954	84	370899.835	6330329.452
36	371161.847	6330258.039	85	370890.067	6330332.747
37	371191.615	6330248.061	86	370848.988	6330340.796
38	371191.615	6330248.061	87	370835.635	6330341.628
39	371287.067	6330220.756	88	370782.663	6330357.230
40	371417.121	6330177.652	89	370726.513	6330367.191
41	371486.878	6330145.920	90	370696.524	6330376.410
42	371578.168	6330158.984	91	370668.028	6330379.432
43	371584.863	6330108.834	92	370612.108	6330392.961
44	371594.277	6330098.632	93	370577.381	6330397.758
45	371613.677	6330029.345	94	370547.294	6330404.017
46	371624.034	6330022.577	95	370504.037	6330415.649
47	371647.655	6329933.473	96	370442.763	6330413.820
48	371638.180	6329917.559	97	370417.960	6330420.225

Vertex	Eastings	Northings	Vertex	Eastings	Northings
98	370381.620	6330426.787	156	369051.179	6329390.020
99	370381.824	6330402.076	157	369016.947	6329382.216
100	370295.938	6330410.523	158	368984.175	6329361.584
101	370293.026	6330402.351	159	368961.624	6329359.157
102	370286.178	6330391.878	160	368940.078	6329350.733
103	370285.316	6330379.524	161	368911.839	6329333.195
104	370248.397	6330355.792	162	368876.845	6329302.370
105	370243.789	6330354.676	163	368834.358	6329283.139
106	370239.316	6330356.795	164	368792.871	6329255.380
107	370233.304	6330351.060	165	368767.552	6329241.785
108	370227.161	6330341.069	166	368725.902	6329229.091
109	370204.382	6330328.463	167	368697.209	6329228.939
110	370176.563	6330315.720	168	368674.415	6329237.054
111	370145.940	6330287.462	169	368645.937	6329239.245
112	370096.400	6330266.407	170	368643.277	6329236.856
113	370047.221	6330225.813	171	368640.921	6329239.409
114	370033.846	6330216.891	172	368563.318	6329238.783
115	370018.650	6330209.322	173	368522.503	6329227.863
116	370010.150	6330198.843	174	368409.469	6329151.329
117	369987.061	6330193.718	175	368368.056	6329119.793
118	369962.996	6330191.882	176	368351.913	6329103.695
119	369945.869	6330186.959	177	368342.993	6329081.485
120	369925.485	6330186.789	178	368310.537	6328968.846
121	369914.485	6330185.136	179	368304.124	6328926.519
122	369879.066	6330174.528	180	368287.086	6328905.267
123	369851.291	6330169.357	181	368281.005	6328904.537
124	369842.261	6330136.974	182	368280.234	6328894.106
125	369823.809	6330103.359	183	368288.401	6328836.921
126	369805.088	6330075.394	184	368308.178	6328727.655
127	369751.330	6329985.575	185	368313.185	6328705.026
128	369728.854	6329966.955	186	368325.298	6328674.039
129	369714.579	6329962.833	187	368333.402	6328660.249
130	369695.407	6329960.766	188	368350.798	6328636.293
131	369608.428	6329961.858	189	368469.256	6328483.240
132	369555.114	6329960.028	190	368502.359	6328447.809
133	369532.347	6329947.592	191	368511.049	6328441.245
134	369478.717	6329909.518	192	368520.981	6328429.743
135	369399.927	6329849.441	193	368553.763	6328398.667
136	369397.394	6329845.710	194	368567.404	6328387.751
137	369367.668	6329754.837	195	368592.920	6328355.764
138	369364.129	6329727.806	196	368600.571	6328343.536
139	369333.402	6329669.974	197	368610.284	6328320.051
140	369323.011	6329622.472	198	368614.038	6328303.940
141	369326.025	6329596.878	199	368621.690	6328225.598
142	369325.105	6329586.826	200	368643.356	6328132.355
143	369318.956	6329571.609	201	368652.784	6328102.112
144	369302.814	6329489.363	202	368664.432	6328080.381
145	369306.903	6329483.232	203	368707.336	6328032.643
146	369308.065	6329476.171	204	368717.282	6328019.454
147	369278.762	6329447.903	205	368785.224	6327908.582
148	369269.570	6329446.464	206	368813.840	6327877.021
149	369210.760	6329456.952	207	368895.483	6327801.558
150	369199.152	6329454.113	208	368933.600	6327777.824
151	369179.829	6329431.318	209	368948.937	6327771.072
152	369159.491	6329413.819	210	369024.275	6327858.787
153	369142.310	6329408.527	211	369031.387	6327846.826
154	369113.370	6329407.350	212	369038.154	6327847.718
155	369089.425	6329403.729	213	369039.027	6327841.606

Vertex	Eastings	Northings	Vertex	Eastings	Northings
214	369032.280	6327840.654	272	368866.751	6329304.568
215	369020.844	6327832.350	273	368913.896	6329349.224
216	369011.009	6327835.726	274	368963.272	6329369.139
217	368971.173	6327787.996	275	368984.782	6329375.125
218	368950.793	6327765.908	276	369012.374	6329390.077
219	368931.190	6327773.438	277	369054.989	6329397.934
220	368892.303	6327797.687	278	369092.308	6329411.581
221	368800.397	6327883.205	279	369106.340	6329414.060
222	368781.273	6327905.517	280	369124.713	6329414.156
223	368772.191	6327918.605	281	369147.767	6329418.344
224	368713.111	6328016.694	282	369165.750	6329426.784
225	368703.512	6328029.416	283	369185.741	6329453.768
226	368669.481	6328066.410	284	369204.633	6329463.126
227	368660.454	6328077.346	285	369219.874	6329463.368
228	368653.695	6328088.642	286	369270.004	6329454.396
229	368644.122	6328111.406	287	369279.792	6329458.219
230	368621.523	6328201.000	288	369285.059	6329465.614
231	368615.104	6328236.802	289	369299.199	6329507.034
232	368609.141	6328302.927	290	369310.182	6329569.305
233	368605.544	6328318.450	291	369316.364	6329589.138
234	368596.237	6328341.036	292	369314.696	6329630.096
235	368588.880	6328352.816	293	369317.607	6329651.310
236	368563.898	6328384.170	294	369324.389	6329671.308
237	368550.355	6328395.009	295	369352.745	6329726.092
238	368517.425	6328426.224	296	369356.938	6329737.342
239	368507.737	6328437.485	297	369364.083	6329769.865
240	368498.938	6328444.158	298	369365.464	6329782.677
241	368465.403	6328480.053	299	369379.113	6329813.017
242	368337.185	6328646.199	300	369384.124	6329834.928
243	368329.144	6328657.627	301	369393.363	6329850.336
244	368315.778	6328682.123	302	369400.504	6329859.025
245	368308.334	6328703.807	303	369421.922	6329872.528
246	368303.286	6328726.618	304	369457.978	6329903.366
247	368283.467	6328836.102	305	369519.598	6329950.353
248	368274.576	6328902.015	306	369551.642	6329966.160
249	368275.627	6328907.853	307	369573.744	6329968.822
250	368280.881	6328908.186	308	369647.624	6329972.209
251	368280.756	6328911.836	309	369709.997	6329969.650
252	368288.097	6328918.179	310	369715.539	6329970.583
253	368294.416	6328926.830	311	369736.712	6329980.356
254	368295.489	6328937.887	312	369743.435	6329988.030
255	368303.936	6328975.407	313	369764.363	6330026.622
256	368338.799	6329092.699	314	369783.016	6330051.565
257	368342.377	6329102.294	315	369799.038	6330082.841
258	368347.453	6329110.382	316	369831.676	6330131.419
259	368369.497	6329129.963	317	369836.869	6330141.652
260	368407.679	6329158.976	318	369841.804	6330160.366
261	368520.460	6329234.442	319	369842.669	6330171.688
262	368558.872	6329245.753	320	369851.291	6330179.242
263	368622.032	6329246.573	321	369875.143	6330180.570
264	368669.290	6329244.096	322	369919.109	6330192.411
265	368671.800	6329246.561	323	369940.306	6330193.921
266	368674.254	6329243.488	324	369982.060	6330201.265
267	368678.217	6329243.002	325	369992.737	6330200.224
268	368733.040	6329238.367	326	370002.099	6330202.517
269	368742.520	6329240.264	327	370019.227	6330217.440
270	368772.598	6329253.368	328	370039.986	6330228.148
271	368815.916	6329284.601	329	370065.059	6330247.986

Vertex	Eastings	Northings	Vertex	Eastings	Northings
330	370078.688	6330261.027	388	371733.954	6330068.722
331	370098.614	6330274.501	389	371746.548	6330023.760
332	370133.480	6330287.393	390	371751.410	6329982.301
333	370147.536	6330298.330	391	371751.672	6329945.913
334	370172.831	6330322.306	392	371735.862	6329899.409
335	370222.170	6330345.555	393	371731.421	6329888.719
336	370228.221	6330355.351	394	371723.566	6329881.609
337	370236.577	6330363.714	395	371724.579	6329879.388
338	370263.903	6330380.483	396	371875.194	6329926.755
339	370280.265	6330395.528	397	371923.179	6329948.634
340	370289.735	6330416.095	398	371924.070	6329946.934
341	370297.164	6330423.980	399	371974.405	6329948.862
342	370307.219	6330448.222	400	371973.279	6329978.221
343	370308.950	6330449.434	401	371993.365	6329979.369
344	370371.180	6330440.912	402	371989.112	6330090.343
345	370373.660	6330438.676	403	372039.354	6330092.268
346	370450.145	6330431.083	404	372030.403	6330326.159
347	370461.155	6330431.273	405	372072.966	6330328.621
348	370567.170	6330405.953	406	372071.285	6330372.505
349	370672.168	6330388.184	407	372083.863	6330372.854
350	370741.094	6330370.025	408	372087.772	6330406.108
351	370790.828	6330360.788	409	372099.837	6330413.438
352	370827.060	6330350.188	410	372117.710	6330411.333
353	370849.621	6330345.767	411	372133.136	6330397.090
354	370867.844	6330344.898	412	372158.496	6330349.931
355	370891.359	6330337.589	413	372146.230	6330349.300
356	370972.411	6330323.500	414	372178.387	6330293.707
357	370972.861	6330328.539	415	372182.084	6330288.460
358	370975.591	6330329.885	416	372195.265	6330290.651
359	370977.518	6330328.080	417	372199.493	6330263.758
360	370977.409	6330322.725	418	372206.355	6330254.021
361	371073.842	6330299.302	419	372230.949	6330237.444
362	371145.107	6330284.622	420	372217.494	6330211.255
363	371145.949	6330288.380	421	372233.994	6330202.710
364	371148.736	6330289.225	422	372241.172	6330196.347
365	371150.347	6330287.505	423	372260.483	6330199.557
366	371150.102	6330283.493	424	372263.610	6330179.691
367	371169.222	6330275.061	425	372274.790	6330171.056
368	371181.610	6330259.615	426	372274.862	6330159.349
369	371187.122	6330255.205	427	372294.696	6330148.398
370	371210.482	6330254.156	428	372300.919	6330135.150
371	371236.902	6330249.702	429	372322.098	6330147.809
372	371265.220	6330242.763	430	372360.665	6330083.637
373	371295.876	6330240.163	431	372372.622	6330075.844
374	371342.286	6330227.884	432	372383.084	6330063.772
375	371394.544	6330220.149	433	372397.396	6330041.106
376	371445.247	6330209.170	434	372398.672	6330033.668
377	371467.808	6330202.581	435	372402.151	6330026.447
378	371489.674	6330192.574	436	372411.718	6330017.648
379	371531.440	6330185.857	437	372433.257	6329989.565
380	371582.393	6330173.699	438	372463.648	6330008.873
381	371610.704	6330168.666	439	372467.076	6329987.177
382	371664.394	6330152.780	440	372440.487	6329970.112
383	371698.131	6330144.723	441	372467.798	6329889.373
384	371708.858	6330140.555	442	372494.035	6329845.639
385	371717.502	6330134.865	443	372418.627	6329845.603
386	371722.779	6330126.856	444	372339.509	6329852.790
387	371725.906	6330116.831	445	372340.299	6329879.587

<b>Vertex</b>	<b>Eastings</b>	<b>Northings</b>	<b>Vertex</b>	<b>Eastings</b>	<b>Northings</b>
446	372284.639	6329840.535	455	372078.326	6329443.324
447	372321.190	6329783.322	456	372057.653	6329452.590
448	372324.624	6329760.484	457	371991.285	6329410.951
449	372346.969	6329700.465	458	371921.147	6329397.375
450	372346.220	6329661.840	459	371813.761	6329360.119
451	372362.474	6329621.949	460	371748.308	6329382.921
452	372312.195	6329577.326	461	371667.760	6329430.768
453	372217.763	6329511.639	462	371624.621	6329475.795
454	372149.869	6329488.556			

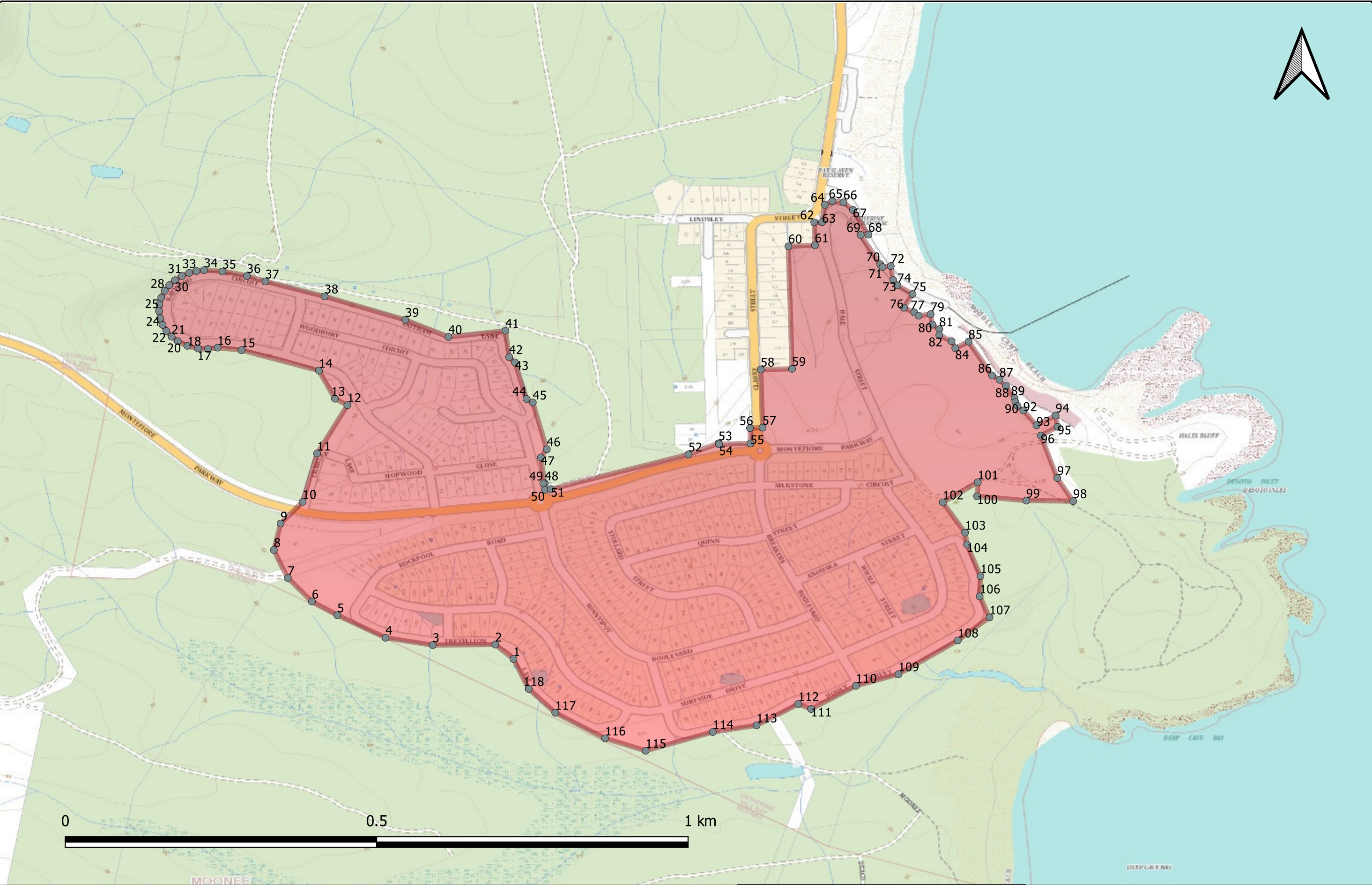
Note: Coordinate reference system is MGA 56.



## **SCHEDULE F – AREA OF OPERATIONS – MAPS**

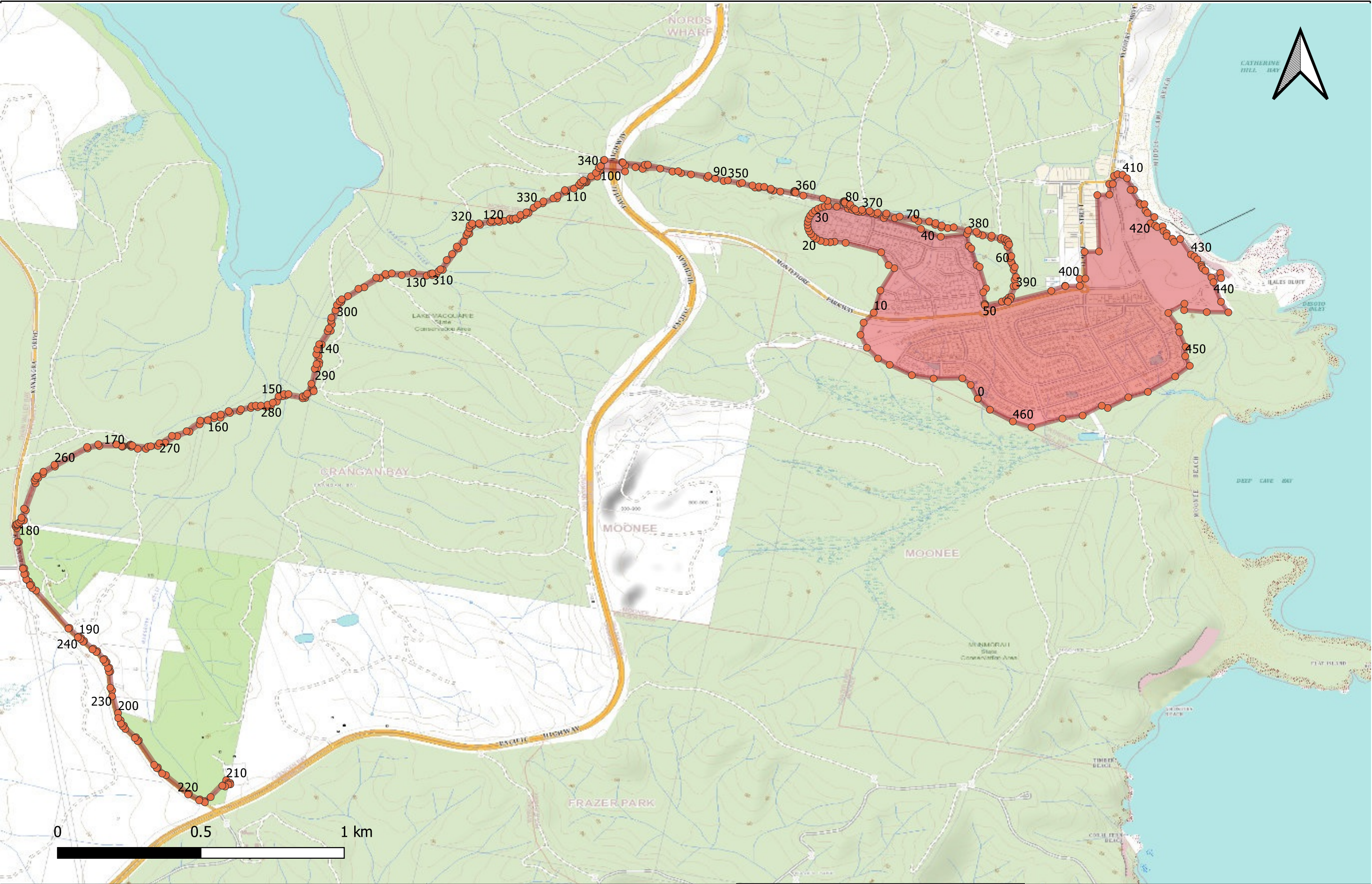
Schedule F contains two maps:

- 1) Map 1 Non-potable water and sewerage services
- 2) Map 2 Drinking water



<div><div>Catherine Hill Bay - Retail Area of Operations - Non-potable water and sewerage services</div><div>Date created: 19 October 2021 Version: 1.0</div></div>	<div>LEGEND</div> <div>Vertices (MGA Zone 56)</div> <div>Boundary of area of operations</div>	<div>LICENCE DETAILS:</div> <div>Licence Number: 15_036R Licence Type: Retail Supplier's Licence Licensee: Solo Water Pty Ltd (ACN 160 013 614)</div>	
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<div>Catherine Hill Bay - Retail Area of Operations - Drinking water</div> <div>Date created: 19 October 2021 Version: 1.0</div>	<div>LEGEND</div> <div>Vertices (MGA Zone 56)</div> <div>Boundary of area of operations</div>	<div>LICENCE DETAILS:</div> <div>Licence Number: 15_036R Licence Type: Retail Supplier's Licence Licensee: Solo Water Pty Ltd (ACN 160 013 614)</div>	
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## B Proposed changes to retail supplier licence clauses

Table B.1 Comparison of existing and proposed licence clauses

Action	Existing licence clause	Proposed licence clause
Amended	<p><b>A1 Activities authorised - non-potable water</b></p> <p><b>A 1.1</b></p> <p>This Licence authorises the Licensee and any authorised persons specified in Table 1.1:</p> <ul style="list-style-type: none"> <li>a) to supply water by means of the water industry infrastructure specified in Table 1.2;</li> <li>b) for one or more of the authorised purposes specified in Table 1.3;</li> <li>c) to the persons or classes of persons specified in Table 1.4;</li> <li>d) within the area of operations specified in Table 1.5,</li> </ul> <p>subject to the conditions imposed by or under the Act, the Regulation and this Licence.</p>	<p><b>SECTION 1 – AUTHORISATION TO SUPPLY NON-POTABLE WATER</b></p> <p>Subject to the conditions imposed by the Act, the Regulation and Schedules A and B of this Licence, this Licence authorises the Licensee and any Authorised Persons specified in Table 1.1 to supply non-potable water:</p> <ul style="list-style-type: none"> <li>a) to the persons or classes of persons specified in Table 1.2; and</li> <li>b) within the area of operations specified in Table 1.3.</li> </ul> <p>The non-potable water supplied by means of the water industry infrastructure may only be used for the authorised purposes for non-potable water specified in Table 1.4.</p>
Unchanged	<p><b>Table 1.1 Authorised Persons</b></p> <p>The Northern SEQ Distributor-Retailer Authority established under the South-East Queensland Water (Distribution and Retail Restructuring) Act 2009, trading as Unitywater.</p>	<p><b>Table 1.1 Authorised Persons</b></p> <p>The Northern SEQ Distributor-Retailer Authority established under the South-East Queensland Water (Distribution and Retail Restructuring) Act 2009, trading as Unitywater.</p>
Removed	<p><b>Table 1.2 Water industry infrastructure</b></p> <p>1) A treatment plant for non-potable water and other water infrastructure used, or to be used, in connection with the treatment plant, where components of the treatment plant or the other water infrastructure may also be used for one or more of the following:</p> <ul style="list-style-type: none"> <li>a) production of non-potable water;</li> <li>b) treatment of non-potable water;</li> <li>c) filtration of non-potable water;</li> <li>d) storage of non-potable water; and</li> <li>e) conveyance of non-potable water.</li> </ul> <p>2) A reticulation network for non-potable water and other water infrastructure used, or to be used, in connection with the reticulation network, where components of the reticulation network or the other water infrastructure may also be used for one or more of the following:</p> <ul style="list-style-type: none"> <li>a) storage of non-potable water;</li> <li>b) conveyance of non-potable water; and</li> <li>c) treatment of non-potable water.</li> </ul>	
Amended	<p><b>Table 1.3 Authorised purposes</b></p> <p>Toilet flushing, laundry machine cold water connection, irrigation of private lots and footpaths, outdoor cleaning and washdown (including car and bin washing).</p>	<p><b>Table 1.4 Authorised purposes for non-potable water</b></p> <p>The Authorised Purposes specified in Section 1, Table 1.4 of the Catherine Hill Bay Network Operator's Licence.</p>
Amended	<p><b>Table 1.4 Persons or classes of persons</b></p> <p>Persons within the areas of operations specified in Table 1.5 of this Schedule A.</p>	<p><b>Table 1.2 Person or classes of persons</b></p> <p>Persons within the areas of operations specified in Table 1.3.</p>

Action	Existing licence clause	Proposed licence clause
Amended	<b>Table 1.5 Area of operations</b> Lot 100 DP1129872, Lot 101 DP1129872, Lot 106 DP1129872, Lot 1 DP1141989, Lot 1 DP1129299, Lot 103 DP1194707, lot 101 DP1194707, Lot 102 DP1194707, Lot 213 DP883941, lot 1 Section I DP163, Lot 1 Section K DP163, Flowers Drive Road Reserve, and Montefiore Street Road Reserve.	<b>Table 1.3 Area of operations</b> Refer to Schedule D.
Amended	<b>A2 Activities authorised - drinking water</b> <b>A2.1</b> This Licence authorises the Licensee and any authorised persons specified in Table 2.1: a) to supply water by means of the water industry infrastructure specified in Table 2.2; b) for the authorised purposes specified in Table 2.3; c) to the persons or classes of persons specified in Table 2.4; d) within the area of operations specified in Table 2.5, subject to the conditions imposed by or under the Act, the Regulation and this Licence.	<b>SECTION 2 – AUTHORISATION TO SUPPLY DRINKING WATER</b> Subject to the conditions imposed by the Act, the Regulation and Schedules A and B of this Licence, this Licence authorises the Licensee and any Authorised Persons specified in Table 2.1 to supply drinking water: a) to the persons or classes of persons specified in Table 2.2; and b) within the area of operations specified in Table 2.3.
Unchanged	<b>Table 2.1 Authorised Persons</b> The Northern SEQ Distributor-Retailer Authority established under the South-East Queensland Water (Distribution and Retail Restructuring) Act 2009, trading as Unitywater.	<b>Table 2.1 Authorised Persons</b> The Northern SEQ Distributor-Retailer Authority established under the South-East Queensland Water (Distribution and Retail Restructuring) Act 2009, trading as Unitywater.
Removed	<b>Table 2.2 Water industry infrastructure</b> A reticulation network for drinking water and other water infrastructure used, or to be used, in connection with the reticulation network, where components of the reticulation network or the other water infrastructure may also be used for one or more of the following: a) storage of drinking water; b) conveyance of drinking water; and c) treatment of drinking water.	
Removed	<b>Table 2.3 Authorised purposes</b> Provision of drinking water and fire water	
Amended	<b>Table 2.4 Persons or classes of persons</b> Persons within the areas of operations specified in Table 2.5 of this Schedule A.	<b>Table 2.2 Person or classes of persons</b> Persons within the areas of operations specified in Table 2.3.
Amended	<b>Table 2.5 Area of operations</b> The area of the transfer pump station on Lot 12 DP598580 and Lot 13 DP598580. (a) The area of the transfer pipeline on Lot 649 DP1027231, Lot 204 DP1164883, Lot 12 DP1180296, Lot 145 DP755266, Lot 105 DP1129872, Lot 100 DP1129872, Lot 101 DP1129872, Kanangra Drive, Pacific Highway Road Reserve, Montefiore Street Road Reserve	<b>Table 2.3 Area of operations</b> Refer to Schedule E.

Action	Existing licence clause	Proposed licence clause
	(b) Lot 100 DP1129872, Lot101 DP1129872, Lot 106 DP1129872, Lot 1 DP1141989, Lot 1 DP1129299, Lot 103 DP1194707, Lot 101 DP1194707, Lot 102 DP1194707, Lot 213 DP883941, Lot 1 Section I DP163, Lot 1 Section K DP163, Flowers Drive Road Reserve, and Montefiore Street Road Reserve.	
Amended	<p><b>A3 Activities authorised - sewerage services</b></p> <p><b>A3.1</b></p> <p>This Licence authorises the Licensee and any authorised persons specified in Table 3.1:</p> <ul style="list-style-type: none"> <li>a) to provide sewerage services by means of the water industry infrastructure specified in Table 3.2;</li> <li>b) for the authorised purposes specified in Table 3.3;</li> <li>c) to the persons or classes of persons specified in Table 3.4;</li> <li>d) within the area of operations specified in Table 3.5,</li> </ul> <p>subject to the conditions imposed by or under the Act, the Regulation and this Licence.</p>	<p><b>SECTION 3 – AUTHORISATION TO PROVIDE SEWERAGE SERVICES</b></p> <p>Subject to the conditions imposed by the Act, the Regulation and Schedules A and B of this Licence, this Licence authorises the Licensee and any Authorised Persons specified in Table 3.1 to provide sewerage services:</p> <ul style="list-style-type: none"> <li>a) to the persons or classes of persons specified in Table 3.2; and</li> <li>b) within the area of operations specified in Table 3.3.</li> </ul>
Unchanged	<p><b>Table 3.1 Authorised Persons</b></p> <p>The Northern SEQ Distributor-Retailer Authority established under the South-East Queensland Water (Distribution and Retail Restructuring) Act 2009, trading as Unitywater.</p>	<p><b>Table 3.1 Authorised Persons</b></p> <p>The Northern SEQ Distributor-Retailer Authority established under the South-East Queensland Water (Distribution and Retail Restructuring) Act 2009, trading as Unitywater.</p>
Removed	<p><b>Table 3.2 Water industry infrastructure</b></p> <ul style="list-style-type: none"> <li>1) A treatment plant for sewage and other sewerage infrastructure used, or to be used, in connection with the treatment plant, where components of the treatment plant or the other sewerage infrastructure may also be used for one or more of the following: <ul style="list-style-type: none"> <li>a) production of treated non-potable water from sewage;</li> <li>b) treatment of sewage;</li> <li>c) filtration of sewage;</li> <li>d) storage of sewage; and</li> <li>e) conveyance of sewage.</li> </ul> </li> <li>2) A reticulation network for sewage and other sewerage infrastructure used, or to be used, in connection with the reticulation network, where components of the reticulation network or the other sewerage infrastructure may also be used for one or more of the following: <ul style="list-style-type: none"> <li>a) storage of sewage; and</li> <li>b) conveyance of sewage.</li> </ul> </li> </ul>	
Removed	<p><b>Table 3.3 Authorised purposes</b></p> <p>Sewage collection, transport, treatment, effluent transfer to non-potable water system</p>	
Amended	<p><b>Table 3.4 Person or classes of persons</b></p> <p>Persons within the areas of operations specified in Table 3.5 of this Schedule A.</p>	<p><b>Table 3.2 Person or classes of persons</b></p> <p>Persons within the areas of operations specified in Table 3.3.</p>
Amended	<p><b>Table 3.5 Area of operations</b></p>	<p><b>Table 3.3 Area of operations</b></p> <p>Refer to Schedule D.</p>

Action	Existing licence clause	Proposed licence clause
	Lot 100 DP1129872, Lot 101 DP1129872, Lot 106 DP1129872, Lot 1 DP1141989, Lot 1 DP1129299, Lot 103 DP1194707, Lot 101 DP1194707, Lot 102 DP1194707, Lot 213 DP883941, Lot 1 Section I DP163, Lot 1 Section K DP 163, Flowers Drive Road Reserve, and Montefiore Street Road Reserve.	
Amend	<b>A4 Special conditions</b>	<b>SCHEDULE A – SPECIAL MINISTERIALLY-IMPOSED LICENCE CONDITIONS</b> <i>No special Ministerially-imposed licence conditions apply to this Licence.</i>
Removed	<b>A4.1</b> The licensee must provide to the Minister, within twelve weeks of the granting of the licence, an Agreement with Unitywater, which is satisfactory to the Minister, setting out the terms and conditions under which Unitywater will provide retail functions on behalf of the licensee.	
Clause number change only	<b>A4.2</b> If a party to an Agreement proposes to: a) terminate the Agreement; b) novate the Agreement; c) assign or transfer any of its rights or obligations under the Agreement to any other person; or d) alter the Agreement in any way that materially reduces the Licensee's technical, financial or organisational capacity to carry out the activities authorised by this Licence, the Licensee must provide IPART with written notice as soon as practicable, but no later than 3 months, before the time when the proposed action is to occur. The written notice must include details of how the service provided under the Agreement will be provided subsequent to the proposed termination, novation, assignment, transfer or alteration.	<b>1.1</b> If a party to an Agreement proposes to: a) terminate the Agreement; b) novate the Agreement; c) assign or transfer any of its rights or obligations under the Agreement to any other person; or d) alter the Agreement in any way that materially reduces the Licensee's technical, financial or organisational capacity to carry out the activities authorised by this Licence, the Licensee must provide IPART with written notice as soon as practicable, but no later than 3 months, before the time when the proposed action is to occur. The written notice must include details of how the service provided under the Agreement will be provided subsequent to the proposed termination, novation, assignment, transfer or alteration.
Removed	<b>A4.3</b> As at the date of this Licence, the licensee must have an unconditional bank guarantee executed in its favour which is: a) for a value of \$100,000 (one hundred thousand dollars); and b) for a term of at least five years from the day of the grant of this Licence (and such further term as directed in writing by the Minister), and provide a certified copy of the bank guarantee to the Minister or IPART on request.	
Removed	<b>A4.4</b> As at the date of this Licence, the licensee must have a Deed of Financial Capacity and Guarantee executed in its favour which is: a) for a value of \$100,000 (one hundred thousand dollars); and b) for a term of at least five years from the day of the grant of this Licence (and such further term as directed in writing by the Minister), and provide a certified copy of the deed to the Minister or IPART on request.	



Action	Existing licence clause	Proposed licence clause
Amended	<p><b>SCHEDULE B - STANDARD MINISTERIALLY-IMPOSED LICENCE CONDITIONS FOR ALL LICENSED RETAIL SUPPLIERS</b></p> <p>This schedule sets out the standard conditions which the Minister imposes on the Licensee and all other licensed retail suppliers pursuant to section 13(1)(b) of the Act. In addition to these standard Ministerially-imposed conditions, the Licensee is subject to obligations imposed by the Act, the Regulation and the special Ministerially-imposed licence conditions set out in Schedule A. The Minister may vary the conditions in this schedule or impose new conditions, provided there is no inconsistency with the conditions imposed on the Licensee by the Act or the Regulation.</p>	<p><b>SCHEDULE B – GENERAL MINISTERIALLY IMPOSED LICENCE CONDITIONS</b></p>
	<b>B1 Ongoing capacity to operate</b>	<b>1. Ongoing capacity to operate</b>
Clause number change only	<p><b>B1.1</b></p> <p>The Licensee must have the technical, financial and organisational capacity to carry out the activities authorised by this Licence. If the Licensee ceases to have this capacity, it must report this to IPART in accordance with the Reporting Manual.</p>	<p><b>1.1</b></p> <p>The Licensee must have the technical, financial and organisational capacity to carry out the activities authorised by this Licence. If the Licensee ceases to have this capacity, it must report this to IPART in accordance with the Reporting Manual.</p>
Removed	<b>B2 Obtaining appropriate insurance</b>	
Removed	<p><b>B2.5</b></p> <p>Before commencing to supply water and provide sewerage services through the Specified Water Industry Infrastructure under this Licence, the Licensee must:</p> <ul style="list-style-type: none"> <li>a) obtain insurance that is appropriate for the size and nature of the activities authorised under this Licence;</li> <li>b) provide a copy of each certificate of currency of the insurance obtained to IPART; and</li> <li>c) demonstrate that the insurance obtained is appropriate for the size and nature of the activities authorised under this Licence by providing a report to IPART from an Insurance Expert that: <ul style="list-style-type: none"> <li>i) certifies that in the Insurance Expert's opinion, the type and level of the insurance obtained by the Licensee is appropriate for the size and nature of the activities authorised under the Licence; and</li> <li>ii) is in the form prescribed by the Reporting Manual.</li> </ul> </li> </ul>	
	<b>B3 Maintaining appropriate insurance</b>	<b>2. Maintaining appropriate insurance</b>
Amended	<p><b>B3.1</b></p> <p>The Licensee must maintain insurance that is appropriate for the size and nature of the activities authorised under this Licence.</p>	<p><b>2.1</b></p> <p>The Licensee must hold insurance that is appropriate for the size and nature of the activities that the Licensee is carrying out under this Licence.</p>
Clause number change only	<p><b>B3.2</b></p> <p>The Licensee must provide a copy of each certificate of currency of the insurance maintained by the Licensee to IPART in accordance with the Reporting Manual.</p>	<p><b>2.2</b></p> <p>The Licensee must provide a copy of each certificate of currency of the insurance maintained by the Licensee to IPART in accordance with the Reporting Manual.</p>

Action	Existing licence clause	Proposed licence clause
Amended	<b>B3.3</b> If there is, or is to be, a change in: <ul style="list-style-type: none"> <li>a) the insurer or underwriting panel in respect of an insurance policy held by the Licensee; or</li> <li>b) the type, scope or limit on the amount of insurance held by the Licensee, in relation to the activities authorised under this Licence, the Licensee must provide a report to IPART in accordance with the Reporting Manual.</li> </ul>	<b>2.5</b> If, in relation to the activities authorised by this Licence, there is, or is to be a change in either of the following, the Licensee must provide a report to IPART in accordance with the Reporting Manual: <ul style="list-style-type: none"> <li>a) the insurer or underwriting panel in respect of an insurance policy held by the Licensee; or</li> <li>b) the type, scope or limit on the amount of insurance held by the Licensee.</li> </ul>
Amended	<b>B3.4</b> From time to time when requested in writing by IPART, the Licensee must provide a report to IPART, in the manner, form and time specified by IPART, from an Insurance Expert certifying that in the Insurance Expert's opinion the type and level of the insurance held by the Licensee is appropriate for the size and nature of the activities authorised under this Licence.	<b>2.6</b> From time to time when requested in writing by IPART, the Licensee must provide a report to IPART, in the manner and form and within the timeframes specified by IPART, from an Insurance Expert certifying that in the Insurance Expert's opinion the type, scope and limit on the amount of insurance held by the Licensee is appropriate for the size and nature of the activities that the Licensee is carrying out under this Licence.
<b>B4 Complying with NSW Health requirements</b>		<b>3 Complying with NSW Health requirements</b>
Clause number change only	<b>B4.1</b> The Licensee must carry out the activities authorised by this Licence in compliance with any requirements of NSW Health that: <ul style="list-style-type: none"> <li>a) IPART has agreed to; and</li> <li>b) are notified from time to time to the Licensee by IPART in writing.</li> </ul>	<b>3.1</b> The Licensee must carry out the activities authorised by this Licence in compliance with any requirements of NSW Health that: <ul style="list-style-type: none"> <li>a) IPART has agreed to; and</li> <li>b) are notified from time to time to the Licensee by IPART in writing.</li> </ul>
<b>B5 Complying with Audit Guidelines from IPART</b>		<b>4 Complying with Audit Guidelines</b>
Clause number change only	<b>B5.1</b> The Licensee must comply with any Audit Guidelines issued by IPART.	<b>4.1</b> The Licensee must comply with any Audit Guidelines issued by IPART.
<b>B6 Reporting in accordance with the Reporting Manual</b>		<b>5 Reporting in accordance with the Reporting Manual</b>
Clause number change only	<b>B6.1</b> The Licensee must prepare and submit reports in accordance with the Reporting Manual.	<b>5.1</b> The Licensee must prepare and submit reports in accordance with the Reporting Manual.
<b>B7 Reporting information in relation to the Register of Licences</b>		<b>6. Reporting information in relation to the register of licences</b>
Amended	<b>B7.1</b> Within 14 days of any change in relation to the following, the Licensee must notify IPART, and provide IPART with details, of the change in accordance with the Reporting Manual: <ul style="list-style-type: none"> <li>a) any licensed network operator or public water utility from whose water industry infrastructure the Licensee supplies water to its customers;</li> <li>b) any source from which the water handled by the water industry infrastructure referred to in paragraph (a) is derived;</li> <li>c) whether or not any of the Licensee's customers are Small Retail Customers;</li> <li>d) any order under section 54 of the Act by which the Licensee is declared to be a retailer of last resort; and</li> </ul>	<b>6.1</b> The Licensee must notify IPART, and provide IPART with details, of any change in relation to the following, in accordance with the Reporting Manual within 14 days of the change: <ul style="list-style-type: none"> <li>a) any licensed network operator or public water utility from whose water industry infrastructure the Licensee supplies water to its customers;</li> <li>b) any source from which the water handled by the water industry infrastructure referred to in clause 6.1a) is derived;</li> <li>c) whether or not any of the Licensee's customers are Small Retail Customers;</li> </ul>

Action	Existing licence clause	Proposed licence clause
	<p>e) any licensed network operator or public water utility by means of whose sewerage infrastructure the Licensee provides sewerage services to its customers.</p> <p>f) <i>[Not applicable]</i></p> <p>g) <i>[Not applicable]</i>.</p>	<p>d) any order under section 54 of the Act by which the Licensee is declared to be a retailer of last resort; and</p> <p>e) any licensed network operator or public water utility by means of whose sewerage infrastructure the Licensee provides sewerage services to its customers.</p>
Removed	<p><b>B8 Provision of copy of Plan</b></p> <p><b>B8.1</b></p> <p>Whenever the Licensee makes a significant amendment to a Plan, the Licensee must provide a copy of the amended Plan to IPART at the same time that it provides a copy to the approved auditor engaged to prepare a report as to the adequacy of the amended Plan, as required under the Regulation.</p>	
	<b>B9 Delineating responsibilities</b>	<b>7. Delineating responsibilities</b>
Amended	<p><b>B9.1</b></p> <p>If a code of conduct has not been established under clause 25 of the Regulation, the Licensee must (by a date specified by IPART) establish a code of conduct (Licensee's Code of Conduct) in accordance with this clause B9.</p>	<p><b>7.1</b></p> <p>If a code of conduct has not been established under clause 25 of the Regulation, the Licensee must, by a date specified by IPART, establish a code of conduct (Licensee's Code of Conduct) in accordance with this clause 7.</p>
Amended	<p><b>B9.2</b></p> <p>The Licensee's Code of Conduct must set out the respective responsibilities of:</p> <p>a) the Licensee; and</p> <p>b) each licensed network operator, licensed retail supplier and/or public water utility that:</p> <p>i) supplies water or provides sewerage services by means of; or</p> <p>ii) constructs, maintains or operates, any water industry infrastructure that is connected to the Specified Water Industry Infrastructure, by, at a minimum, providing for:</p> <p>c) who is responsible for repairing, replacing or maintaining any pipes, pumps, valves, storages or other infrastructure connecting the Specified Water Industry Infrastructure to the other water industry infrastructure;</p> <p>d) who is responsible for water quality;</p> <p>e) who is liable in the event of the unavailability of water;</p> <p>f) who is liable in the event of failure of the Specified Water Industry Infrastructure;</p> <p>g) the fees and charges payable in respect of the use of the Specified Water Industry Infrastructure; and</p> <p>h) who is responsible for handling customer complaints.</p>	<p><b>7.4</b></p> <p>The Licensee's Code of Conduct must set out the respective responsibilities of the entities specified in clause 7.3 by, at a minimum, providing for:</p> <p>a) who is responsible for repairing, replacing or maintaining any pipes, pumps, valves or storages or other infrastructure connecting the Licensed Water Industry Infrastructure to the other water industry infrastructure;</p> <p>b) who is responsible for water quality;</p> <p>c) who is liable in the event of the unavailability of water;</p> <p>d) who is liable in the event of failure of any water industry infrastructure;</p> <p>e) the fees and charges payable in respect of the use of the water industry infrastructure; and</p> <p>f) who is responsible for handling customer complaints.</p>
Amended	<p><b>B9.3</b></p> <p>Before commencing to supply water or provide sewerage services through the Specified Water Industry Infrastructure under this Licence or by a later date specified by IPART (if any), the Licensee's Code of Conduct must be agreed in writing between the Licensee and the other licensed network operators, licensed retail suppliers and/or public water utilities referred to in clause B9.2.</p> <p><b>B9.4</b></p> <p><i>[not applicable]</i></p>	<p><b>7.3</b></p> <p>Within 6 months of the date on which this Licence is granted or by a later date specified by IPART (if any), the Licensee's Code of Conduct must be agreed in writing between:</p> <p>a) the Licensee; and</p> <p>b) each licensed network operator, licensed retail supplier and/or public water utility that:</p>

Action	Existing licence clause	Proposed licence clause
		i) supplies water or provides sewerage services by means of any water industry infrastructure that is connected to the Licensed Water Industry Infrastructure; or ii) constructs, maintains or operates any water industry infrastructure that is connected to the Licensed Water Industry Infrastructure.
Clause number change only	<b>B9.5</b> The Licensee must not contravene the Licensee's Code of Conduct to the extent that it makes the Licensee responsible or liable for the matters set out in it.	<b>7.5</b> The Licensee must not contravene the Licensee's Code of Conduct to the extent that it makes the Licensee responsible or liable for the matters set out in it.
Removed	<b>B10 Notification of changes to Authorised Person</b> <b>B10.1</b> If an Authorised Person ceases, proposes to cease, or receives notification to cease providing any of the services relating to the activities authorised by this Licence, the Licensee must provide IPART with written notice as soon as practicable but no later than 28 days before the date of cessation of the services. The written notice must include details of how the services previously undertaken by the Authorised Person will continue to be undertaken.	
	<b>B11 Infrastructure to be used</b>	<b>8. Infrastructure to be used</b>
Amended	<b>B11.1</b> The Licensee must only source and supply water by means of water industry infrastructure maintained and operated by a licensed network operator or public water utility.	<b>8.1</b> The Licensee must only source and supply water by means of water industry infrastructure, if that water industry infrastructure is maintained and operated by a licensed network operator or public water utility.
Amended	<b>B11.2</b> The Licensee must only provide sewerage services by means of water industry infrastructure maintained and operated by a licensed network operator or public water utility.	<b>8.2</b> The Licensee must only provide sewerage services by means of water industry infrastructure, if that water industry infrastructure is maintained and operated by a licensed network operator or public water utility.
Removed	<b>B12 Notification of operation</b>	
Removed	<b>B12.1</b> This clause B12 applies each time the Licensee has commenced to supply water or provide sewerage services through any of the Specified Water Industry Infrastructure under this Licence.	
Removed	<b>B12.2</b> The Licensee must: <ul style="list-style-type: none"> <li>a) notify IPART in accordance with the Reporting Manual that it has commenced to supply water through the relevant Specified Water Industry Infrastructure; and</li> <li>b) provide such notification within 10 days after such commencement.</li> </ul>	
Removed	<b>B12.3</b> The Licensee must:	

Action	Existing licence clause	Proposed licence clause
	a) notify IPART in accordance with the Reporting Manual that it has commenced to provide sewerage services through the relevant Specified Water Industry Infrastructure; and b) provide such notification within 10 days after such commencement.	

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- <sup>1</sup> Letter to Solo Water, 13 September 2021, email to Director Water Utilities, DPIE, 14 September 2021. Reply email from DPIE, 30 September 2021, reply email from Solo Water 23 November 2021 and phone with Solo Water 17 January 2022.
- <sup>2</sup> Email from Director Water Utilities, DPIE, 30 September 2021.
- <sup>3</sup> Email from Director Water Utilities, DPIE, 30 September 2021.