



Roles and Responsibilities Agreement

The Crown in right of the State of New South Wales acting through the Department of Climate Change, Energy, the Environment and Water (DCCEEW Water)

and

The Crown in right of the State of New South Wales acting through the Natural Resources Access Regulator (NRAR)

and

The Crown in right of the State of New South Wales acting through the Water Administration Ministerial Corporation (WAMC)

and

Water NSW (WaterNSW)

Version Control

Version		Author	Date	Changes	Steering Group Approval
1.0		Various	30/6/2021	NA	NA
1.1		Kristy Good		<p>Schedule 1 – Clause 4.8 to give effect to transfer the function of coordination of SSD / SSI post-approval work from NRAR to DCCEEW Water</p> <p>Schedule 5 added</p>	09/11/2021
2.0		2025 Review	June 2025	All priority issues identified for Phase 1 amendments in 2025 Review of the RRA	

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Agreement made at Sydney on the Commencement Date (as defined in this Agreement)

Parties

The Crown in right of the State of New South Wales acting through the Department of Climate Change, Energy, the Environment and Water ABN 27 578 976 844, 4 Parramatta Square, 12 Darcy Street, Parramatta, NSW, 2150 (**DCCEEW Water**)

The Crown in right of the State of New South Wales acting through the Natural Resources Access Regulator ABN 94 426 785 505, 4 Parramatta Square, 12 Darcy Street, Parramatta, NSW, 2150 (**NRAR**)

The Crown in right of the State of New South Wales acting through the Water Administration Ministerial Corporation ABN 32 471 530 421, 4 Parramatta Square, 12 Darcy Street, Parramatta, NSW, 2150 (**WAMC**)

Water NSW ABN 21 147 934 787, Level 14, 169 Macquarie Street, Parramatta, NSW, 2150 (**WaterNSW**)

Background

- A. In April 2016, the NSW Government endorsed the implementation of the Water Transformation Project that took effect on 1 July 2016 and resulted in the transfer of certain staff, functions under the NSW Water Legislation and assets from the Former DPI Water to WaterNSW.
- C. In September 2016, WaterNSW and the Former DPI Water (now known as DCCEEW Water) entered into the Deed of Business Transfer to perform the functions, exercise the powers and discharge certain responsibilities arising under the Deed of Business Transfer in complementary ways.
- D. With effect from 30 April 2018, the Deed of Business Transfer was varied to account for a number of changes to the legal and regulatory environment in which the parties were operating, including to achieve a functional realignment of certain roles and responsibilities that would be transferred to NRAR (pursuant to the NRAR Act) following its creation on or around that date.
- E. The former Department of Planning, Industry and Environment (formerly known as DPIE), WAMC, NRAR and Water NSW entered into the Roles and Responsibilities Agreement in June 2021 (**RRA**) to replace the Deed of Business Transfer and to articulate the Roles and Responsibilities of each party in the discharge of their respective functions under the NSW Water Legislation and the Operating Licence.
- F. On 1 January 2024, the Department of Climate Change, Energy, the Environment and Water (**DCCEEW**) was created due to a machinery of government change and the business unit formerly referred to in the RRA as DPIE Water is now known as DCCEEW Water.
- G. The parties enter into this revised version of the RRA to continue to achieve the Purpose and agree to perform their respective roles and responsibilities in complementary ways in accordance with the terms of this Agreement.

Agreed terms

1. Meaning and interpretation

1.1 Definitions

In this Agreement (including the Background), unless the context indicates otherwise, the terms below have the following meaning:

Additional Services has the same meaning as in clause 2.4(d).

Agreement means this agreement, comprising the agreed terms, the Schedules and each Services Schedule.

Authorised Person in respect of a party means:

- (a) as at the Commencement Date, the person listed in clause 11(d); or
- (b) any other person from time to time appointed by a party to be its Authorised Person (in substitution of the person listed in clause 11(d), which appointment will be made by that party giving Notice of such appointment to each other party).

Business Day means any day other than a Saturday, Sunday, or public holiday in New South Wales.

Chief Executive Group means the group established under clause 3.

Commencement Date means the date this Agreement is executed by the last party to sign this Agreement.

Commonwealth Government Agency has the same meaning as “Agency” in section 7 of the *Public Service Act 1999* (Cth).

Commonwealth Water Legislation includes the *Water Act 2007* (Cth), the *Water Regulations 2008* (Cth), and the *Basin Plan 2012* made under the *Water Act 2007* (Cth).

Conferred Functions means the functions conferred upon WaterNSW by Schedule A of the Operating Licence.

Confidential Information of a party means all trade secrets, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which:

- (a) is by its nature confidential;
- (b) has been designated as confidential by a party acting reasonably and in accordance with this Agreement having regard to the Purpose;
- (c) is capable of protection at common law or equity as confidential information; or
- (d) is derived or produced partly from the information in paragraphs (a), (b) or (c) above,

but does not include this Agreement or information that:

- (e) is in the public domain, or was known to the recipient of the information at the time of disclosure other than through breach of this Agreement;
- (f) is independently known or developed by the party receiving the information other than as a result of a breach of this Agreement or any other obligation of confidentiality owed by or to any other person; or
- (g) is required by Law to be disclosed.

Data has the same meaning as in clause 7.1(a)(i).

Data Sharing Agreement means:

- (a) as at the Commencement Date, each of the agreements set out Schedule 3; and
- (b) any document titled “Data Sharing Agreement” (or similar title) that may be entered into between any of the parties from time to time during the Term in accordance with clause 7.1(a).

Deed of Business Transfer means the agreement between the Former DPI Water (now DCCEEW Water) and WaterNSW entered into in September 2016, as varied or extended from time to time.

Dispute means a dispute or difference that arises in relation to this Agreement or its subject-matter between two or more parties to this Agreement.

DoI Service Provision Deed means the deed entered into between the Former DPI Water (now DCCEEW Water) and WaterNSW dated 1 July 2016 for the provision of certain services by DCCEEW Water to WaterNSW.

DCCEEW Water Services means, as at the Commencement Date, each of the following services performed by DCCEEW Water:

- (a) infrastructure as a service;
- (b) network as a service;

- (c) software as a service (sole use applications);
- (d) software as a service (shared applications);
- (e) software as a service (generic enterprise arrangements); and
- (f) data hosting and availability,

and any other services set out in a Services Schedule that the parties may agree to be DCCEEW Water Services from time to time during the Term.

Former DPI Water means the Department of Primary Industries Water within the former Department of Industry, Skills and Regional Development.

Former DPIE Water means the former Department of Planning Industry and Environment Water Group within the former Department of Planning, Industry and Environment.

IPART means the NSW Independent Pricing and Regulatory Tribunal.

Law means the common law and any legislation of the Parliament of the Commonwealth of Australia, of any State or Territory of the Commonwealth of Australia, or of any other jurisdiction in force at any time and any rule, regulation, ordinance, by-law, statutory instrument, order or notice at any time made under that legislation and, in each case, any consolidations, amendments, re-enactments and replacement.

Legacy Service Deeds means the Deed of Business Transfer, the DoI Service Provision Deed and the WaterNSW Service Provision Deed.

Minister means the Minister administering the *Water Management Act 2000* (NSW).

Notice means any approvals, consents, instructions, orders, directions, statements, requests and certificates, or other communication one party gives to another party in writing under this Agreement.

NSW Government Agency means those agencies listed in Schedule 1 of the *Government Sector Employment Act 2013* (NSW).

NSW Water Legislation includes the *Water Management Act 2000* (NSW), the *Water Act 1912* (NSW), the *New South Wales – Queensland Border Rivers Act 1947* (NSW) and the *Water NSW Act 2014* (NSW) and statutory instruments made under those Acts.

NRAR Act means the *Natural Resources Access Regulator Act 2017* (NSW).

Operating Licence means any Operating Licence granted to WaterNSW at any time pursuant to section 11 of the *Water NSW Act 2014* (NSW), including the WaterNSW Operating Licence 2024-2028.

Personal Information has the same meaning as in the *Privacy and Personal Information Protection Act 1998* (NSW).

Personnel means, in respect of each party, any directors, officers, employees, consultants, agents and contractors of the relevant party (other than the other parties).

Privacy Laws means all applicable laws relating to privacy and Personal Information, including:

- (a) the *Privacy and Personal Information Protection Act 1998* (NSW),
- (b) *Privacy Act 1988* (Cth); and
- (c) any applicable principles, codes or directions issued under those Acts.

Proposed Tranche 3 and 4 Agreement(s) means the agreement(s) to be negotiated and entered into between WaterNSW and WAMC under clause 13.1(b), that will be in respect of approximately 220 parcels of land (**Tranche 3 and 4 Parcels**).

Purchase Order means a document titled "Purchase Order" issued by the Requesting Party to the Service Provider in connection with a Service Contract formed in accordance with clause 6.2.

Purpose has the meaning given to it in clause 2.3.

Quote has the meaning given to it in clause 6.

Relative Share means the relative share of a party of any revenue from water charges and NSW Government funding for WAMC water management and Rural Valleys Bulk Water monopoly services set out in a Services Schedule relating to billing, financial account management and associated reporting and Revenue Sharing Requirements.

Request for Quote has the meaning given to it in clause 6.

Revenue Sharing Requirements has the same meaning as in the Services Schedule relating to billing, financial account management and associated reporting and revenue sharing requirements as amended from time to time during the Term in accordance with this Agreement.

Roles and Responsibilities means the respective roles, responsibilities, functions and activities of each party as set out in Schedule 1 and includes the DCCEEW Water Services and WaterNSW Services.

Schedules means Schedules 1 to 10 of this Agreement.

Service Contract means the contractual relationship between two parties constituted by:

- (a) the Purchase Order (excluding any contractual terms and conditions);
- (b) the Quote or Amended Quote (as applicable);
- (c) the Service Terms and Conditions; and
- (d) the other documents (if any) referred to in, or attached to, the Purchase Order, Quote or Amended Quote (as applicable).

Service Terms and Conditions means the terms and conditions set out in Schedule 4.

Services Schedule has the same meaning as in clause 5.5(a).

Southern Valleys Metering Project means a project to install approximately 700 new water meters across the Murray, Murrumbidgee and Lower-Darling valleys in 2015-16.

Steering Group means the group established under clause 3.2.

Term means a period of 6 years.

Tranche 1 Agreement means the agreement that was entered into between DPIE Water (now known as DCCEEW Water) and WaterNSW in respect of 1,737 parcels of land (**Tranche 1 Parcels**) on 6 August 2019.

Tranche 2 Agreement means the agreement between DPIE Water (now known as DCCEEW Water) and WaterNSW (that was signed by DPIE Water on 10 July 2020 and WaterNSW on 21 June 2021) in respect of 2,138 parcels of land (**Tranche 2 Parcels**).

WAMC means the Water Administration Ministerial Corporation constituted under section 371(1) of the *Water Management Act 2000* (NSW).

WAMC Price Determination means any determination and associated final reports made by IPART for the maximum charges for water management services that may be charged by WAMC in accordance with the *Independent Pricing and Regulatory Tribunal Act*. For the avoidance of doubt, as at the Commencement Date, the relevant WAMC Price Determination is set out in the Final Report released by IPART in 2025.

Water Legislation means the Commonwealth Water Legislation and the NSW Water Legislation.

Water Monitoring Data has the same meaning as in clause 7.2(a).

WaterNSW Service Provision Deed means the deed between the Former DPI Water (now DCCEEW Water) and WaterNSW dated 1 July 2016 for the provision of services by WaterNSW to DCCEEW Water.

WaterNSW Services means, as at the Commencement Date, each of the following services performed by WaterNSW:

- (a) billing, financial account management and associated reporting and revenue sharing requirements;
- (b) surface water quantity (hydrometric) monitoring;
- (c) surface water quality monitoring;
- (d) groundwater monitoring services;
- (e) metering; and
- (f) ICT and data services,

and any other services set out in a Services Schedule that the parties may agree to be WaterNSW Services from time to time during the Term.

Water Transformation Program means the reform of all elements of Former DPI Water including metropolitan, regional, rural and bulk water responsibilities.

Water Transformation Project means a subset of the wider Water Transformation Program addressing the future state of the management of bulk water in NSW, including details of the respective roles and functions of DPI Water and WaterNSW in the management of water.

WHS Legislation means legislation relating to health and safety at work including the *Work Health and Safety Act 2011* (NSW) and statutory instruments made under that Act.

WM Act means the *Water Management Act 2000* (NSW).

1.2 Interpretation

In this Agreement:

(a) headings are for convenience only and do not affect interpretation;

and, unless the context indicates a contrary intention:

- (b) if the time for giving any Notice, issuing any certificate, making any payment or doing any other act required or permitted by the Agreement, falls on a day which is not a Business Day, then the time for giving the Notice, issuing the certificate, making the payment or doing the other act will be taken to be on the next Business Day;
- (c) a reference to an Act or statutory instrument made under that Act will be deemed to include a reference to all Acts or statutory instruments made under those Acts amending, consolidating or replacing same from time to time;
- (d) a reference to policy or other document will be deemed to include a reference to all policies or other documents amending, consolidating or replacing same from time to time;
- (e) the meaning of general words is not limited by specific examples introduced by “including” or “for example” or similar expressions;
- (f) references to “person” includes an individual, a body corporate and NSW Government Agencies;
- (g) a reference to a party includes a party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (h) nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it;
- (i) where an expression is defined, any other grammatical form of that expression has a corresponding meaning;
- (j) a reference to a document (including the Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (k) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender; and
- (l) a reference to a party, clause, Schedule, exhibit, attachment or annexure is a reference to a party, clause Schedule, exhibit, attachment or annexure to or of the Agreement, and a reference to the Agreement includes all Schedules, exhibits, attachments and annexures to it.

2. Nature of Agreement This Agreement

The parties acknowledge and agree:

- (a) to use their best endeavours to perform their respective Roles and Responsibilities in the spirit of this Agreement;
- (b) that this Agreement is the agreement required to be agreed under clause 48(1) of the Operating Licence;
- (c) that the performance of each parties' Roles and Responsibilities is subject to:
- (i) periodic audits and reviews under the NSW Water Legislation; and

- (ii) review in the WAMC Price Determination to the extent that the Roles and Responsibilities are activities covered by the WAMC Price Determination; and
- (d) that this Agreement does not affect the duties, functions, obligations, powers, or responsibilities of any party under any Law, or the legal relations between the parties arising under or from the NSW Water Legislation.

2.2 No fetter

This Agreement does not fetter the exercise of any statutory discretion of any party.

2.3 Purpose

- (a) The parties agree that the purpose of this Agreement is to document the commitment of the parties to co-operatively perform their respective Roles and Responsibilities by:
 - (i) ensuring clarity of each parties' Roles and Responsibilities to deliver optimal operational outcomes for the relevant water sector agencies;
 - (ii) providing confidence and transparency to the public and regulators, including by providing clarity regarding how, and to what party, the relevant Roles and Responsibilities have been allocated to perform;
 - (iii) providing confidence that Roles and Responsibilities are being performed consistently with the relevant statutory framework, and that there is adequate documentation to demonstrate this in the course of periodic audits and reviews under the NSW Water Legislation and the WAMC Price Determination;
 - (iv) ensuring that the parties support the activities of each other in the performance of their respective Roles and Responsibilities and any Additional Services;
 - (v) performing the Roles and Responsibilities having regard to the reasonable expectations of the Minister, the NSW and Commonwealth Governments, and the public;
 - (vi) establishing effective processes to facilitate the realisation of opportunities for improved services to customers and management of government sector and water resources;
 - (vii) facilitating arrangements for the sharing of Data and assets that are required by each party to perform their respective Roles and Responsibilities, including to ensure that there is a common evidence basis for the provision of integrated services and interdependent functions; and
 - (viii) facilitating arrangements for effective strategic policy, including proposals for legislative and regulatory amendment, as required by each party to perform their respective Roles and Responsibilities, within the funding constraints specified in clause 2.4(b).
 - (iv) exploring opportunities to deliver value for money outcomes for water users, the public, and the NSW Government consistent with the objectives of the NSW Water Legislation and the WAMC Price Determination,(collectively, the "**Purpose**").
- (b) The parties acknowledge their obligation to carry out the Roles and Responsibilities in accordance with the NSW Water Legislation.

2.4 Co-operation

- (a) The parties acknowledge that they are responsible for planning and managing water resources in NSW on behalf of the NSW Government in the following ways (as detailed in Schedule 1):
 - (i) DCCEEW Water is responsible for ensuring sustainable, secure and healthy water resources and services for NSW through policies, plans, and rules that determine how water is shared between users and the environment, and between different categories of water use and that plans, rules and other arrangements for water management are consistent with relevant Water Legislation. DCCEEW Water is also responsible for undertaking some licensing and approvals processes consistent with the NSW Water Legislation. Subject to clause 2.3(a)(viii) and 2.4(a)(ii), DCCEEW Water leads all NSW Water Legislation, policy and planning activities in NSW;

- (ii) NRAR is responsible for guiding, monitoring, auditing, investigating, and enforcing compliance with water regulation, and for undertaking enforcement and associated investigation policy functions, as well as compliance policy activities, and providing input to DCCEE Water for its policy, plan, and rule-making functions. NRAR's investigation and enforcement responsibilities extend to investigations of alleged breaches of the NSW Water Legislation by DCCEE Water and Water NSW and may result in enforcement action against these parties and the referral of matters to the Inspector General of Water Compliance;
 - (iii) WaterNSW is responsible for carrying out water monitoring and forecasting, water take assessment and information access and provision to meet the needs of DCCEE Water and NRAR, including as set out in clause 7.2. WaterNSW is responsible for operating NSW's river systems and providing services to customers, including licence advisory services, and customer support, processing licence and approval applications consistent with the NSW Water Legislation, administering water trades, account management and billing, and providing water resource information for most users. WaterNSW is also responsible for providing water take assessment and meter maintenance services in accordance with existing operational requirements; and
 - (iv) WAMC is administered by DCCEE Water and is responsible for various functions relating to planning and managing water resources in NSW on behalf of the NSW Government. The WM Act sets out WAMC's main functions. DCCEE Water, NRAR, and WaterNSW work together to deliver WAMC's essential water management services.
- (b) The parties recognise that they are collectively funded under the WAMC Price Determination and/or through individual NSW and/or Commonwealth Government grants to perform the Roles and Responsibilities (other than any WaterNSW Services or DCCEE Water Services to the extent that such services are undertaken or performed as Additional Services).
 - (c) The parties acknowledge and agree that from time to time during the Term they may need to reprioritise funding within, or between, activities funded through the WAMC Price Determination or amend service levels for the activities in Schedule 1. Parties agree to provide adequate notice to the other parties of any intent to reprioritise and to seek advice from the other parties about potential impacts on their costs and performance. All recommendations to reprioritise funding between agencies will be documented and advised to the Chief Executive Group for approval.
 - (d) The parties acknowledge and agree that, in accordance with clauses 5.4, 5.6 and 7.1(a), from time to time during the Term they may, on a fee for service basis (i.e. the requesting party will be required to pay for the relevant services), request additional services from each other that the parties agree fall outside the scope and scale of the activities covered by the WAMC Price Determination and/or individual NSW and/or Commonwealth Government grants (**Additional Services**).
 - (e) The parties are committed to maintaining a positive and co-operative relationship in the performance of their respective Roles and Responsibilities and recognise the interdependencies between their respective Roles and Responsibilities. However, the parties also acknowledge that NRAR exercises its investigation and enforcement responsibilities independently and NRAR may be unable to share information regarding any investigation with the other parties. Accordingly, the parties agree that they must, acting reasonably:
 - (i) co-operate with each other in good faith and provide each other reasonable assistance to perform the Roles and Responsibilities;
 - (ii) to work collaboratively on communication, education and consultation with external stakeholders where there is mutual benefit and agreement in doing so;
 - (iii) consult each other prior to making decisions that significantly affect another party's assets, operations or customers;
 - (iv) subject to clause 2.4(b), collaborate to inform the priorities and design of strategic policy, including proposals for legislative and regulatory amendment, to enable performance of their respective and collective responsibilities;
 - (v) provide, in a timely manner, access to Data reasonably required by another party to carry out its relevant Roles and Responsibilities in recognition that Data held by the

- parties should be shared between the parties for the purposes of performing the Roles and Responsibilities;
 - (vi) provide the other party with reasonable access to its staff to assist the other party in performing its functions to the extent that such access is required by the other party to perform its Roles and Responsibilities;
 - (vii) perform the Roles and Responsibilities on behalf of NSW, having regard to the public interest and the respective obligations and objectives of the parties as set out in their enabling legislation; and
 - (viii) take steps to ensure that their relevant Personnel are aware of and implement this Agreement.
- (f) The parties agree to identify opportunities to streamline processes and remove duplication of duties, functions, obligations, and powers by periodically reviewing the Roles and Responsibilities as necessary from time to time to improve efficiency and efficacy.

3.1 Chief Executive Group

- (a) The parties will establish and maintain a Chief Executive Group that will meet regularly to:
- (i) monitor the effectiveness of this Agreement in achieving the Purpose;
 - (ii) discuss and resolve strategic issues related to the Roles and Responsibilities under this Agreement and any other key trilateral matters to deliver the requirements in the NSW Water Legislation and the Purpose;
 - (iii) seek agreement between the parties on strategic responses to issues relevant to the planning, management, implementation and enforcement of NSW Water Legislation and policies in NSW on behalf of the NSW Government;
 - (iv) resolve issues that relate to the Roles and Responsibilities which have not been effectively resolved at operational or officer level and which have been escalated by the Steering Group;
 - (v) subject to clause 3.2(a)(i), consider and agree (or endorse (as applicable)) any variations to this Agreement in accordance with this Agreement, including clause 14.4; and
 - (vi) endeavour to resolve any Dispute that is referred to it by the Steering Group in accordance with the Dispute resolution procedures set out in clause 10.
- (b) The Chief Executive Group will agree its own terms of reference, procedures for frequency and timing of meetings and exchange of information between members and any other matters that the parties consider necessary from time to time.
- (c) The Chief Executive Group will be comprised of the Chief Executive Officer of WaterNSW, the Chief Executive of DCCEEW Water, and the Chief Regulatory Officer of NRAR.

3.2 Steering Group

- (a) The parties will establish and maintain a Steering Group that will meet as required to do the following (including but not limited to):
- (i) initiate and manage any reviews arising under this Agreement, including clause 4.3, and:
 - (A) where required, refer recommendations related to the Agreement to the Chief Executive Group for consideration, approval or endorsement (as applicable);
 - (B) consider and approve each Services Schedule and variations to Services Schedules in accordance with this Agreement;
 - (C) consider and approve any variations to the Schedules in accordance with this Agreement; and
 - (D) consider and endorse any variations to this Agreement that are required to be recommended to and approved (or endorsed (as applicable)) by, the Chief Executive Group under this Agreement, including clause 3.2(a)(i)(A);
 - (ii) resolve any issues:

- (A) delegated to it by the Chief Executive Group; or
 - (B) referred to it by any of the parties to this Agreement;
 - (iii) escalate to the Chief Executive Group any Disputes that are not able to be resolved by the Steering Group in accordance with the Dispute resolution procedures set out in clause 10.
 - (iv) recommend to the Chief Executive Group performance standards for key functions specified in this Agreement.
- (b) The terms of reference of the Steering Group will be agreed by the Chief Executive Group.
 - (c) The Steering Group will be comprised of two (2) Senior Executives from each of DCCEEW Water, NRAR, and WaterNSW.

4.1 Commencement and Term

This Agreement commences on the Commencement Date and continues for the Term unless terminated at an earlier date by mutual agreement between the parties.

4.2 Renewal or replacement

- (a) The Chief Executive Group will meet nine months prior to the expiry of the Term to determine whether this Agreement is to continue or if a replacement agreement is required.
- (b) If the parties are unable to agree on the terms of a replacement Agreement, the parties will refer the matter for resolution as a Dispute in accordance with clause 10.

4.3 Review

- (a) The parties agree that the Steering Group will meet to initiate a review that assesses any necessary variation to this Agreement at the following times:
 - (i) within three (3) months of any of the following:
 - (A) the finalisation of a review or amendment of the Operating Licence;
 - (B) the issue of a WAMC Price Determination;
 - (C) any amendment to the NSW Water Legislation affecting Conferred Functions or other matters relevant to this Agreement; or
 - (ii) as initiated by a party or the Steering Group in order to achieve the Purpose.
- (b) The parties will use best endeavours to arrange for the review initiated under clause 4.3(a) to be undertaken and finalised within six (6) months from the date of the initiation of the review.
- (c) The parties agree that, following any such review, the Steering Group will refer to the Chief Executive Group any approval under, or variation or amendment to, this Agreement that the Steering Group is required to refer to the Chief Executive Group. For the avoidance of doubt, and consistent with clause 3.2(a)(i), the Steering Group is not required to refer any approval under, or variation or amendment to, this Agreement to the Chief Executive Group if such approval, variation or amendment relates to the approval, amendment or variation of any Schedule or Services Schedule.

5.1 Roles and Responsibilities

The parties agree to carry out their respective Roles and Responsibilities in accordance with this Agreement.

5.2 Operating Licence

WaterNSW agrees to carry out the Conferred Functions (having regard to this Agreement, including the Roles and Responsibilities) having regard to the scope and scale of the activities covered by the WAMC Price Determination.

5.3 Purpose and objectives

The parties will act co-operatively and reasonably in the performance of the Roles and Responsibilities to achieve the Purpose.

5.4 WaterNSW Services and DCCEEW Water Services

During the Term:

- (a) WaterNSW will perform the WaterNSW Services; and
- (b) DCCEEW Water will perform the DCCEEW Water Services,

in accordance with clause 5.6, the Service Terms and Conditions and any relevant Services Schedule. If, and to the extent that, any WaterNSW Services or DCCEEW Water Services are not within the scope and scale of the WAMC Price Determination, then the relevant WaterNSW Services or DCCEEW Water Services will be undertaken or performed by the respective parties as Additional Services.

5.5 Services Schedules

- (a) **(Creation of new service schedules)** The parties acknowledge and agree that if a new services schedule is agreed during the Term, then the services schedule will be binding on the parties on and from the date that the relevant services schedule is approved by the Steering Group, such approval being indicated by a Steering Group representative of each party who has Roles and Responsibilities arising from, or is affected by, the services schedule signing the relevant services schedule (each being a **"Services Schedule"**).
- (b) Nominated representatives of the parties will regularly meet (on such dates and at such times as are agreed by the parties from time to time) to progress, and review and propose amendments to each Services Schedule, and to discuss and resolve any outstanding issues in respect of each Services Schedule. In the event that any issues in respect of a Services Schedule cannot be resolved by the nominated representatives of the parties, or amendments to the Schedule are required, then the relevant issue will be referred to the Steering Group for direction and resolution. In the event that the Steering Group is unable to resolve any issue, any party may give Notice of a Dispute and the issue will thereafter be resolved in accordance with clause 10.
- (c) **(Variations to service schedules)** A Services Schedule is expected to be varied from time to time by agreement of the Steering Group, such approval being indicated by a Steering Group representative of each party who signed the relevant Services Schedule in clause 5.5(a) signing the relevant variation to that Services Schedule. Once all relevant parties have signed the variation, the Services Schedule (as varied) will be binding on the relevant parties.

5.6 Continuity of WaterNSW Services and DCCEEW Services

The parties acknowledge and agree that until such time as there is a Services Schedule in respect of a relevant WaterNSW Service and/or a relevant DCCEEW Service, that:

- (a) WaterNSW will continue to perform the relevant WaterNSW Services (including, for the avoidance of doubt, by collecting the same Water Monitoring Data at each relevant location where Water Monitoring Data was required to be collected as at the Commencement Date); and
- (b) DCCEEW will continue to perform the relevant DCCEEW Services,

as they were being performed, and to the same standard, and for the same amounts or fees (if any) as at the Commencement Date. In the event that changes to the WaterNSW Services or the DCCEEW Services are proposed by a party prior to finalisation of the relevant Services Schedule, the parties will meet in good faith to discuss and attempt to agree such changes.

6.1 Request for Quote

- (a) The parties acknowledge and agree that, in accordance with clauses 5.4, 5.5, 5.6 and 7.1(a), from time to time during the Term they may, on a fee for service basis, request additional services from each other that fall outside of the scope and scale of the activities covered by the WAMC Price Determination and/or individual NSW and/or Commonwealth Government grants (**Additional Services**). In such cases, the party requesting the services (**Requesting Party**) will be required to pay for the relevant services from the other party (**Service Provider**).
- (b) The Requesting Party must provide notice and have informal scoping conversations with the Service Provider (i.e. If any party requires Additional Services, they must engage with the relevant parties in informal discussions at the scoping stage to discuss feasibility, practicality, funding and priority prior to commencing formal request services under 6.1).

- (c) Except where the relevant Additional Services are WaterNSW Services or DCCEEW Water Services, if a Requesting Party requests services from a Service Provider and the parties agree that those services are Additional Services, the Requesting Party will provide the Service Provider with a written request for a quote in the form of Schedule 2 (**Request for Quote**).
- (d) If the Service Provider is not able to provide any or all of the relevant Additional Services set out in a Request for Quote, the Service Provider must inform the Requesting Party within fifteen (15) Business Days of receiving the relevant Request for Quote (or such longer period as may be agreed by the Requesting Party and the Service Provider from time to time).
- (e) If the Service Provider is able to provide the Additional Services, the Service Provider must within 30 Business Days (or such other period as may be agreed by the Requesting Party and the Service Provider from time to time) submit a quote to the Requesting Party by completing the relevant parts of the Request for Quote (**Quote**).
- (f) The Requesting Party must, within fifteen (15) Business Days following receipt of the Quote (or such longer period as may be agreed by the Requesting Party and the Service Provider from time to time), give written Notice to the Service Provider that it either:
 - (i) accepts the Quote;
 - (ii) declines the Quote; or
 - (iii) requests amendments be made to the Quote (**Amendment Request**).
- (g) If the Requesting Party makes an Amendment Request the Receiving Party must, within fifteen (15) Business Days of receiving the Amendment Request (or such longer period as may be agreed by the Requesting Party and the Service Provider from time to time):
 - (i) submit an amended Quote to the Requesting Party that reflects the requirements of the Amendment Request (**Amended Quote**), and clauses 6.1(f) and 6.1(g) will apply to such Amended Quote; or
 - (ii) inform the Requesting Party that it is not able to provide the Additional Services in accordance with the Amendment Request.
- (h) For the avoidance of doubt, nothing in this Agreement restricts any party in any way from seeking quotes from, or engaging, any person to carry out works or supply any goods, services, or other activities of any type, including any work or supply that is the same as or similar to any Additional Services which may be required by a party from time to time under or in connection with this Agreement.
- (i) In engaging each other for Additional Services under this clause 6 the parties must ensure that they comply with the Requesting Party's procurement policies and frameworks (as notified by the Requesting Party to the Service Provider at the relevant time) that are relevant and applicable at the time that the Request for Quote is made.

6.2 Formation of Service Contract

- (a) If the Requesting Party accepts a Quote or Amended Quote (as applicable) (which acceptance will be indicated by the Requesting Party signing the relevant Quote or Amended Quote (as applicable) and thereafter issues a Purchase Order to the Service Provider), the Requesting Party and the Service Provider will be deemed to have entered into a separate binding Service Contract on the date determined in accordance with clause 6.2(b).
- (b) The date on which a Service Contract under clause 6.2(a) will be deemed to be formed is the date the Service Provider is deemed by clause 11 to have received Notice of the relevant Purchase Order.
- (c) The Requesting Party and the Service Provider must carry out their respective obligations under each Service Contract formed in accordance with clause 6.2(a) on and from the date on which the Service Contract is deemed to be formed under clause 6.2(b).

7.1 Data sharing requirements

- (a) The parties acknowledge and agree that:
 - (i) subject to, and in accordance with, this clause 7.1, each party will provide the parties with access to, or copies of, the records, files, plans, documents, books, publications,

- or access to the software, hardware, data, databases and other materials which the other parties reasonably require in order to perform their respective Roles and Responsibilities (collectively, "Data");
- (ii) effective and efficient Data sharing relies on the parties enabling timely access to Data and systems and maintaining Data quality processes; and
 - (iii) from time to time during the Term the parties will work cooperatively together to agree, and enter into, Data Sharing Agreements in order to document the terms pursuant to which a party will provide one or more other parties access to Data which the other party or parties may reasonably require to perform their respective Roles and Responsibilities.
- (b) Subject to clause 7.1(g), the parties agree to share:
- (i) real time Data in a timely manner; and
 - (ii) quality identified Data (being Data that is accompanied by a rating from WaterNSW regarding the parameters of the quality of the relevant Data set),
- in accordance with the terms of the relevant Data Sharing Agreement.
- (c) During the Term, the parties agree that if a party notifies another party that it has identified an additional opportunity for sharing Data for purposes specified in the NSW Water Legislation, Operating Licence, WAMC Price Determination, or for any other reasonable purpose, the relevant parties will meet to discuss the opportunity and, where appropriate, vary a Data Sharing Agreement or enter into a Data Sharing Agreement in respect of the Data as contemplated by clause 7.1(a)(iii).
- (d) The parties agree:
- (i) subject to clause 7.1(c), that each Data Sharing Agreement should clearly set out the Data and systems that will be shared with the other party to enable that other party to achieve the relevant purposes specified in the NSW Water Legislation, WAMC Price Determination, or other reasonable purpose; and
 - (ii) to keep current, and regularly review, each Data Sharing Agreement and, where appropriate, to use reasonable endeavours and take all necessary steps to consolidate such arrangements if reasonably required by any of the parties to do so.
- (e) The parties acknowledge that, as at the Commencement Date, one avenue used to facilitate the sharing of Data between the parties to a Data Sharing Agreement has been to have each party provide the other party with direct access to their systems to extract relevant Data sets via a "self-service" model in accordance with the terms of the relevant Data Sharing Agreement. In the event that variations or amendments are proposed, or are required to be made, to any Data Sharing Agreement on account of any changes to this avenue used to facilitate Data sharing following the Commencement Date, the relevant parties will meet to agree the terms of such variation or amendment at the relevant time.
- (f) If a Dispute arises in relation to the subject-matter of a Data Sharing Agreement (where all counterparties to the relevant Data Sharing Agreement are parties to this Agreement), the parties agree that the Dispute resolution process set out in clause 10 prevails in the event that there is any inconsistency between clause 10 and any Dispute resolution process set out in the relevant Data Sharing Agreement.
- (g) A party is not required to comply with this clause 7.1:
- (i) to the extent that doing so is not permitted or authorised by, or would contravene, any Law;
 - (ii) where the relevant Data is subject to legal professional privilege and disclosure by a party would waive such privilege;
 - (iii) where doing so would constitute a breach of contract or would infringe the intellectual property rights of another person;
 - (iv) in the case of NRAR, in circumstances where the Data relates to, or where doing so may prejudice any:
 - (A) matters that are currently under investigation by NRAR;

- (B) matters that are currently the subject of Court proceedings that have not been finalised or settled;
- (C) matters relating to intelligence analysis; or
- (D) matters relating to compliance campaigns.

7.2 Water Monitoring Data

- (a) The parties acknowledge that it is the role of WaterNSW to operate and maintain monitoring networks for the benefit of the State, NSW Government Agencies including DCCEEW Water, Commonwealth Government Agencies, the public and the environment. It is the responsibility of WaterNSW to maintain water monitoring assets and to collect water quantity and water quality Data (together, the “**Water Monitoring Data**”) and provide DCCEEW Water with access to the Water Monitoring Data in accordance with this Agreement and any relevant Data Sharing Agreement that is entered into in respect of the Water Monitoring Data following the Commencement Date.
- (b) The parties to this Agreement recognise that WaterNSW’s effective and efficient maintenance of water monitoring assets and Water Monitoring Data, and providing other NSW Government Agencies and Commonwealth Government Agencies access to the Water Monitoring Data, is critical to ensuring single points of truth for water management and that the respective Roles and Responsibilities of the parties are delivered as efficiently as possible for water users and taxpayers.
- (c) In relation to collection and provision of access to Water Monitoring Data, WaterNSW acknowledges and agrees that:
 - (i) to the extent that the collection of such Water Monitoring Data falls within the scope and scale of the activities covered by its various IPART pricing determinations, it will make such Water Monitoring Data accessible to DCCEEW Water and NRAR without charge in order to enable DCCEEW Water and NRAR to fulfil their respective Roles and Responsibilities; and
 - (ii) in some circumstances it collects such Water Monitoring Data using funding provided by a third party, and provided always that all relevant third parties have authorised WaterNSW to give DCCEEW Water and NRAR access to the relevant Water Monitoring Data, it will make that Water Monitoring Data accessible to DCCEEW Water and NRAR free of charge. WaterNSW will use reasonable endeavours to obtain any third-party authorisations referred to in this clause.

8. Other obligations

8.1 Asset management

- (a) The parties acknowledge that they each rely on certain assets (such as monitoring bores, gauging stations, and meters) to perform the Roles and Responsibilities and that these are maintained by WaterNSW in accordance with their asset management system.
- (b) The parties acknowledge that the location, maintenance and renewal of assets (including monitoring bores, gauging stations, and meters) is critical to the Roles and Responsibilities, including the implementation of management plans under the NSW Water Legislation.
- (c) WaterNSW must advise DCCEEW Water and NRAR of any material changes to asset condition and plan the replacement, renewal, decommissioning or expansion of monitoring bores, gauging stations and meters to avoid, to the extent possible, any resultant impact on DCCEEW Water and NRAR in performing their respective Roles and Responsibilities.
- (d) If the advice provided under clause 8.1(c), includes requests for information, DCCEEW Water and NRAR, on receiving the request from WaterNSW under clause 8.1(c), must respond in a timely manner.
- (e) DCCEEW Water must advise WaterNSW and NRAR of the development of policies and management plans where such development or plans are likely to have a material impact on the current and future asset management of monitoring bores, gauging stations or meters to avoid, to the extent possible, any resultant impact on WaterNSW and NRAR performing their respective Roles and Responsibilities.
- (f) Should any party (**Requestor**) require access to another parties land or assets (**Asset Owner**) during the Term to perform its relevant Roles and Responsibilities, the Requestor must give

reasonable Notice of such requirement to the Asset Owner and, if the Asset Owner can reasonably accommodate such access, must comply with any reasonable requirements of, and any directions given by, the Asset Owner to the Requestor relating to, or in respect of, such access.

8.2 Asset creation and Asset Transfer

- (a) During the Term, the parties acknowledge and agree that they will develop a new Schedule to facilitate collaboration and increase efficiency of initiatives intended to create new assets and then transfer the asset between the parties.

9. Notifications

9.1 Notifications of serious field safety issues

- (a) Notwithstanding, and without limiting, any requirement that the parties have at Law, including under the WHS Legislation, the parties agree to proactively notify each other where there is reasonable grounds to consider that serious field safety issue(s) has/have or may arise.
- (b) Notification, including the timing of notification, must be consistent with the trilateral Serious Field Safety Issue Notification Protocol Schedule.
- (c) During the Term, the parties acknowledge and agree that they will develop the Serious Field Safety Issue Notification Protocol Schedule.

9.2 Notifications of alleged material breaches

- (a) Notwithstanding, and without limiting, any requirement that the parties have at Law, the parties must notify NRAR of any material breaches of NSW Water Legislation that they become aware of as soon as practicable after becoming aware of the material breach, consistent with the Alleged Material Breach Notification Protocol Schedule of this Agreement.
- (b) During the Term, the parties acknowledge and agree that they will develop the Alleged Material Breach Notification Protocol Schedule.
- (c) From time to time, NRAR may provide the parties with a summary of identified opportunities for improvement to any of the roles and responsibilities included in Schedule 1 of the Agreement arising from its investigations of material breaches. The other parties must respond promptly to the opportunities for improvement identified by NRAR.

9.3 Revenue Sharing

- (a) The parties agree to follow and adhere to the Revenue Sharing Requirements in the receipt, retention and remittance of monies received for WAMC water management services and rural bulk water services in NSW.
- (b) The parties acknowledge that the purpose of the Revenue Sharing Requirements is to:
 - (i) ensure that each party receives its Relative Share of any revenue from water charges and NSW Government funding for WAMC water management and Rural Valleys Bulk Water monopoly services;
 - (ii) ensure that such revenue and funding is distributed between the parties in a transparent way and can be tracked for accounting, reporting and auditing purposes; and
 - (iii) have regard to the fact that revenue from water usage charges is variable and to manage this variability risk to the mutual satisfaction of the parties,
- (c) The parties agree to share with each other, in a timely manner, relevant information relating to:
 - (i) WAMC and Rural Valleys Bulk Water annual information returns, special information returns, output measure reports and pricing submissions;
 - (ii) reports on budgeting and billing; and
 - (iii) any material change in circumstances that could impact the Revenue Sharing Requirements,

in accordance with the Services Schedule relating to billing, financial account management and associated reporting and revenue sharing requirements.

10.1 Dispute

The parties agree that, during a Dispute, they will continue to comply with their obligations under this Agreement in accordance with this Agreement as if there was no Dispute.

10.2 Dispute Notice

A party claiming that a Dispute has arisen must provide the Authorised Person of each other party to the Dispute with a Notice giving details of the Dispute.

10.3 Meeting of the parties to the Dispute

- (a) The parties to the Dispute must meet to discuss the Dispute within five (5) Business Days of Notice given to the Authorised Persons under clause 10.2.
- (b) The parties to the Dispute must use its reasonable efforts to resolve the Dispute.

10.4 Escalation of Dispute to Chief Executive Group

- (a) If the parties to the Dispute are unable to resolve the Dispute within 10 Business Days of the meeting held under clause 10.3, the parties to the Dispute must escalate the Dispute to the Chief Executive Group representatives of the parties to the Dispute.
- (b) The Chief Executive Group representatives of the parties to the Dispute must use its reasonable efforts to resolve the Dispute.

10.5 Premier's Memorandum M1997-26

The parties must comply with Premier's Memorandum M1997-26: Litigation involving Government Authorities (as amended or replaced from time to time) when resolving disputes between the parties arising in relation to this Agreement.

10.6 Costs

Each party to a Dispute, must pay its own costs of complying with this clause 10.

11. Notices

- (a) The Authorised Persons are the primary contacts nominated by the parties for the purposes of this Agreement. The parties' Authorised Persons are authorised to give and receive Notices on the parties' behalf.
- (b) Unless otherwise stated in this Agreement, all Notices to be given under this Agreement must be in writing, and hand-delivered, posted or emailed to the respective contact details for the Authorised Person specified in this clause 11.
- (c) Provided a Notice is delivered before 5.00 pm on a Business Day, the receiving party will be deemed to have received the Notice as follows:
 - (i) if hand delivered, the day on which it is delivered or left at the relevant address;
 - (ii) if sent by regular post within Australia, ten (10) Business Days after the day on which it is posted;
 - (iii) if sent by email, on entering the information system of the recipient party (provided no error or out of office message has been received by the sending party).

Otherwise it will be deemed to be received on the next Business Day.

- (d) As at the Commencement Date, the following persons are Authorised Persons:
 - (i) the DCCEEW Water Authorised Person is: Executive Director Strategy and Policy
 - (ii) the WaterNSW Authorised Person is: Regulatory Relationships Specialist; and
 - (iii) the NRAR Authorised Person is: Senior Manager Strategic Policy;

12. Confidentiality, Privacy and GIPA Disclosure

12.1 Confidentiality

- (a) The parties agree this Agreement is not confidential and may be published by any of the parties at any time.

- (b) Each party must keep the other parties' Confidential Information confidential and not disclose it to any other person without the written consent of the disclosing party, or if otherwise required by Law.
- (c) Each party may disclose the other parties' Confidential Information to its personnel and legal and professional advisors provided they ensure that the recipient:
 - (i) keeps the Confidential Information confidential; and
 - (ii) does not use the Confidential Information except for the purposes of performing the Roles and Responsibilities or its other obligations under or in connection with this Agreement.
- (d) A party who discloses Confidential Information in accordance with this clause 12 must:
 - (i) inform any person to whom the Confidential Information is disclosed of the confidential nature of the Confidential Information and of its obligations under this Agreement; and
 - (ii) before disclosing any Confidential Information to a person, take reasonable steps to ensure that they comply with that party's confidentiality obligations under this Agreement.

12.2 Privacy

- (a) Where a party is provided with, or has access to, any Personal Information in connection with this Agreement, the parties agree that they must:
 - (i) not do any act or engage in any practice that would breach the Privacy Laws;
 - (ii) ensure that the Personal Information is only accessed or used for the sole purposes of this Agreement and is protected against loss and against unauthorised access, use, modification or disclosure or against other misuse;
 - (iii) if a party becomes aware of data breaches of personal information relevant to the roles and responsibilities, they will notify the other parties to the Agreement as soon as is reasonably practicable;
 - (iv) unless the receiving party is otherwise required or authorised by Law to do so, not disclose any Personal Information without the written consent of:
 - (A) the individual to whom the Personal Information relates; or
 - (B) the disclosing party.
 - (v) comply with the Information Protection Principles applying to NSW public sector agencies under the *Privacy and Personal Information Protection Act 1998 (NSW)* when doing any act or engaging in any practice in relation to Personal Information; and
 - (vi) include equivalent requirements regarding Personal Information (including this clause 12.2) in any agreements or other contractual relationships entered into for the purposes of this Agreement.
- (b) Nothing in this clause 12.2 is intended to limit any obligations that a party has at Law with respect to privacy and the protection of Personal Information.

12.3 Disclosure of information

- (a) Without limiting the obligations of the parties under clause 12, the parties acknowledge that they may be required to disclose information concerning the Agreement under or in accordance with any one or more of the following:
 - (i) the *Government Information (Public Access) Act 2009 (NSW)*; and
 - (ii) to satisfy the disclosure requirements of the New South Wales Auditor General or to satisfy the requirements of Parliamentary accountability.
- (b) In the event that a party proposes to disclose information under clause 12.3(a) that affects, or may affect or relate to another party, that party agrees to:
 - (i) consult with the relevant other party; and
 - (ii) have regard to any submissions or objections to disclosure that may be made or raised by the relevant other party,

prior to making any determination in respect of the disclosure of the relevant information.

12.4 Continuing obligation

This clause 12 will survive any expiry or termination of the Agreement.

13.1 WAMC Land Transfer

- (a) The parties acknowledge and agree that:
 - (i) as at 2 June 2025, approximately 3,964 parcels of land (of a total of approximately 4,184 parcels of land) have been transferred from WAMC to WaterNSW; and
 - (ii) in accordance with clause 13.1(b), WaterNSW and DCCEEW Water will use their best endeavours to progress the transfer of the remaining balance of the parcels of land (being a total of approximately 220 parcels of land) that must be transferred from WAMC to WaterNSW.
- (b) In respect of the balance of the parcels of land referred to in clause 13.1(a)(ii), to the extent that:
 - (i) the relevant parcels of land are contained within the Tranche 1 Agreement, such Tranche 1 Parcels will be transferred to WaterNSW in accordance with the terms of the Tranche 1 Agreement;
 - (ii) the relevant parcels of land are contained within the Tranche 2 Agreement, such Tranche 2 Parcels will be transferred to WaterNSW in accordance with the terms of the Tranche 2 Agreement; and
 - (iii) the relevant parcels of land are contained within the Proposed Tranches 3 and 4 Agreement, the parties will use best endeavours to prepare and enter into a "Tranche 3 and 4 Agreement" in respect of the Tranche 3 and 4 Parcels on or before 31 December 2026 (or such later date as may be agreed by the parties).
- (c) DCCEEW Water acknowledges and agrees that it must conduct further work to transfer Joint Ventures maintenance and operations financials to WaterNSW that are related to WAMC leased land currently managed by Joint Ventures. The further work is in the process of being undertaken by DCCEEW Water as at the Commencement Date.

13.2 Costs for the WAMC Land Transfer

DCCEEW Water and WaterNSW each agree to pay half of the costs that have been, or will be, incurred by WaterNSW in connection with lodging and registering the Tranche 1 Parcels, the Tranche 2 Parcels, the Tranche 3 and 4 Parcels with NSW Land Registry Services. DCCEEW Water and WaterNSW also agree to each pay half of the registration costs of any other parcels or interests identified under this Agreement that require registration at the NSW Land Registry Services.

13.3 Additional parcels

DCCEEW Water and WaterNSW agree to take all reasonably practicable steps to identify and transfer any additional assets to WaterNSW, and to agree the terms of such transfer, as may reasonably be required under this Agreement to give effect to the Roles and Responsibilities set out in this Agreement, including in relation to any other interests in land such as easements or leases. In taking all reasonably practicable steps under this clause, the parties will consider any steps required to be taken to give effect to the Transfer Order dated on or about 24 March 2007.

13.4 Southern Valleys Metering Project

DCCEEW Water must transfer the Southern Valleys Metering Project meters to WaterNSW as soon as is reasonably practicable after the completion of the Project and on terms to be agreed between the parties at the relevant time (acting reasonably).

14.1 Obligations

- (a) Each party undertakes to ensure that each person representing, or acting on behalf of, the party in doing things under this Agreement observes, and does things in accordance with, the obligations of the party under this Agreement.
- (b) No person representing or acting on behalf of a party has power to waive, vary or release the other party from any obligation under this Agreement except in the manner prescribed in clause 14.4.

14.2 Whole agreement

This Agreement comprises the whole of the agreement between the parties in respect of the subject matter of this Agreement. Any previous understanding, arrangement, representation or warranty related to the subject matter is replaced by this Agreement and has no effect.

14.3 Counterparts

- (a) This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, and all together constitute one agreement.
- (b) A party who has executed a counterpart of this Agreement may exchange that counterpart with each other party by emailing the counterpart executed by it to the other parties and will thereafter promptly deliver by hand or post to those parties the executed counterpart so exchanged by email, but delay or failure by that party to so deliver a counterpart of this Agreement executed by it will not affect the validity of this Agreement.

14.4 Amendment

Subject to clauses 3.2(a)(i), 4.3(b) and 5.5(c), this Agreement may only be amended by a document signed by or on behalf of each of the parties.

14.5 No warranties or representations

Each party acknowledges that, except as expressly stated in this Agreement, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of any other party in relation to the subject-matter of this Agreement.

14.6 Further acts

Each party must, at its own expense, promptly execute all documents and do, or use reasonable endeavours to cause a third party to do, all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this Agreement and all transactions contemplated by it.

14.7 Assignment

- (a) A party must not assign or novate any obligations or interests under this Agreement, without the prior written consent of the other parties.
- (b) If a party to this Agreement is reconstituted or comprised in a new entity due to a machinery of government change from time to time, the party must ensure that any successors or assigns are bound by the terms of the Agreement.

14.8 Negation of agency or employment

- (a) Each party must ensure that its Personnel do not represent themselves to be the Personnel of another party.
- (b) The Personnel of a party are not, by virtue of this Agreement, the Personnel of any other party.

14.9 Non merger

A term or condition of, or act done in connection with, this Agreement does not operate as a merger of any of the rights or remedies of the parties under this Agreement and those rights and remedies continue unchanged.

14.10 No waiver

- (a) No waiver or indulgence by any party to this Agreement binds the parties unless in writing. No waiver of one breach of this Agreement operates as a continuing waiver unless so expressed.
- (b) No waiver of any breach operates as a waiver of another breach of the same or any other provision.

14.11 Governing Law

The Law of New South Wales governs this Agreement and each party submits to the nonexclusive jurisdiction of the courts of New South Wales in connection with matters relating to this Agreement.

14.12 Liability for Expenses

Each party must pay its own costs and outlays in connection with the negotiation, preparation and execution of this Agreement and any amendment to the Agreement.

14.13 Publicity

Where practicable, before making a public statement about this Agreement the parties must use reasonable endeavours to notify the other parties about the timing and the contents of any such statement.

14.14 Severance

If at any time a provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of the Agreement; or
- (b) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of the Agreement.

14.15 Termination or expiry of this Agreement

The parties agree that:

- (a) if this Agreement is terminated or discharged (including through expiry of the Term) any separate Service Contract formed in accordance with its terms will not be affected and must be fulfilled in accordance with the terms of the relevant Service Contract, unless the parties otherwise agree in writing.
- (b) the termination or discharge (including through expiry) of any other agreement formed in accordance with this Agreement, including a separate Service Contract, will not affect the operation of this Agreement or the operation of any other agreement or Service Contract.

14.16 Electronic Signatures

Each party warrants that immediately prior to entering into this Agreement, it has unconditionally consented to:

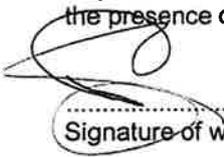
- (a) the requirement for a signature under any law being met; and
- (b) any other party to this Agreement executing it,

by any method of electronic signature that other party uses (at that other party's discretion), including signing on an electronic device or by digital signature.

Executed as an agreement

DCCEEW Water

Executed for and on behalf of **The Crown in right of the State of New South Wales acting through the Department of Climate Change, Energy, the Environment and Water** by a duly authorised delegate, in the presence of:


.....
Signature of witness

NATALIE SOMMERILLE
.....

Full name of witness
(please print)


.....

AMANDA JONES
.....

Full name of authorised delegate
(please print)

20 NOV 2025
.....

Date

NRAR

Executed for and on behalf of **The Crown in right of the State of New South Wales acting through the Natural Resources Access Regulator** by a duly authorised delegate, in the presence of:

.....
Signature of witness

.....
Signature of authorised delegate

.....
Full name of witness
(please print)

.....
Full name of authorised delegate
(please print)

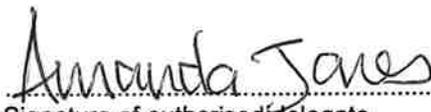
.....
Date

WAMC

Executed for and on behalf of **The Crown in right of the State of New South Wales acting through the Water Administration Ministerial Corporation** by a duly authorised delegate, in the presence of:


.....
Signature of witness

PAULINE CAIN
.....
Full name of witness
(please print)


.....
Signature of authorised delegate

AMANDA JONES
.....

Full name of authorised delegate
(please print)

20 NOV 2025
.....

Date

WaterNSW

Executed for and on behalf of **Water NSW ABN 21 147 934 78** by its authorised delegate in the presence of:

.....
Signature of witness

.....
Signature of authorised delegate

.....
Full name of witness
(please print)

.....
Full name of authorised delegate
(please print)

.....
Date

Executed as an agreement

DCCEE Water

Executed for and on behalf of The Crown in right of the State of New South Wales acting through the Department of Climate Change, Energy, the Environment and Water by a duly authorised delegate, in the presence of:


.....
Signature of witness

NATALIE SOMMERILLE
.....
Full name of witness
(please print)



AMANDA JONES
.....
Full name of authorised delegate
(please print)

20 NOV 2025
.....
Date

NRAR

Executed for and on behalf of The Crown in right of the State of New South Wales acting through the Natural Resources Access Regulator by a duly authorised delegate, in the presence of:

.....
Signature of witness

.....
Full name of witness
(please print)

.....
Signature of authorised delegate

.....
Full name of authorised delegate
(please print)

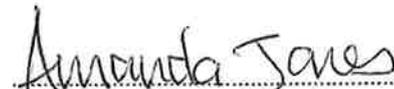
.....
Date

WAMC

Executed for and on behalf of The Crown in right of the State of New South Wales acting through the Water Administration Ministerial Corporation by a duly authorised delegate, in the presence of:


.....
Signature of witness

PAULINE CAIN
.....
Full name of witness
(please print)


.....
Signature of authorised delegate

AMANDA JONES
.....
Full name of authorised delegate
(please print)

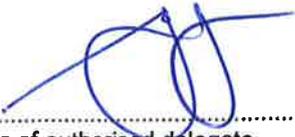
20 NOV 2025
.....
Date

WaterNSW

Executed for and on behalf of **Water NSW ABN 21 147 934 78** by its authorised delegate in the presence of:


.....
Signature of witness

Esther Oh
.....
Full name of witness
(please print)


.....
Signature of authorised delegate

ANDREW GEORGE
.....
Full name of authorised delegate
(please print)

26-11-2025
.....
Date

Executed as an agreement

DCCEEW Water

Executed for and on behalf of **The Crown in right of the State of New South Wales acting through the Department of Climate Change, Energy, the Environment and Water** by a duly authorised delegate, in the presence of:

.....
Signature of witness

.....
Full name of witness
(please print)

.....
Full name of authorised delegate
(please print)

.....
Date

NRAR

Executed for and on behalf of **The Crown in right of the State of New South Wales acting through the Natural Resources Access Regulator** by a duly authorised delegate, in the presence of:



.....

.....
Signature of authorised delegate

Sharon Ryan
Full name of witness
(please print)

Grant Barnes
Full name of authorised delegate
(please print)

24 November 2025
.....
Date

WAMC

Executed for and on behalf of **The Crown in right of the State of New South Wales acting through the Water Administration Ministerial Corporation** by a duly authorised delegate, in the presence of:

.....
Signature of witness

.....
Signature of authorised delegate

.....
Full name of witness
(please print)

.....
Full name of authorised delegate
(please print)

.....
Date

WaterNSW

Executed for and on behalf of **Water NSW ABN 21 147 934 78** by its authorised delegate in the presence of:

.....
Signature of witness

.....
Signature of authorised delegate

.....
Full name of witness
(please print)

.....
Full name of authorised delegate
(please print)

.....
Date

Schedule 1: Roles and Responsibilities

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1. Interpretation

In this Schedule:

DCCEEW means the NSW Department of Climate Change, Energy, the Environment and Water.

DCCEEW Water and **DCCEEW CPHR** mean the Water Group and the Conservation Programs, Heritage and Regulation Group respectively, within DCCEEW

DPHI means the NSW Department of Planning, Housing and Infrastructure

FMP means a floodplain management plan, being a management plan made under the WMA that deals with floodplain management

IPART means the Independent Pricing and Regulatory Tribunal established under the *Independent Pricing and Regulatory Tribunal Act 1992*

LRS means NSW Land Registry Services

NRAR means the Natural Resources Access Regulator established under the NRAR Act

NRAR Act means the *Natural Resources Access Regulator Act 2017*

DCCEEW customer means those entities listed under the headings "Exceptions" in Schedules A.1 and A.2 of the Water NSW Operating Licence 2024-2028 and any person who holds or applies for an access licence or approval that is listed under those headings

Services Schedule has the same meaning it has in clause 5.5 of the Agreement.

WAL means water access licence

WAMC means Water Administration Ministerial Corporation

WLS means Water Licensing System

WMA means the *Water Management Act 2000*

WMR means the *Water Management (General) Regulation 2018*

WNSW means Water NSW

WNSW customer means an entity or person that is not a DCCEEW customer.

WSP means a water sharing plan, being a management plan made under the WMA that deals with water sharing

2. Output measures and performance indicators

In this Schedule, the WAMC output measures and performance indicators set by IPART are included for information purposes only and do not form part of the roles and responsibilities of the parties.

A. General functions

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
A.1	Legislation, planning, policy	<p>Provides technical expertise and data to be used in the formulation of management plans and contributes to the development and review of these plans, as required.</p> <p>Provides data, expertise and advice to DCCEEW Water and NRAR to support their functions, to the standards agreed between the parties (e.g. water information databases such as WLS, WAS and Hydstra).</p> <p>Implements changes to management plan rules.</p> <p>Implements relevant NSW government policies.</p> <p>Provides feedback to DCCEEW Water on the on-ground effectiveness and efficiency of the legislative and policy framework.</p> <p>Provides data and information to DCCEEW Water to enable DCCEEW Water to respond to audits under s 44 of the WMA.</p> <p>Provides WNSW Services as defined in the Agreement.</p>	<p>Sets the longer-term rules for sharing, use and management of water resources so as to deliver the government's policies and strategies.</p> <p>Leads all water legislation, policy and planning activities in NSW including setting rules with respect to the requirement for, assessment of applications for and grant of water access licences and works, use and activity approvals, in consultation with NRAR and WNSW.</p> <p>Primarily responsible for development, review, audit and, where applicable, implementation of water policies and management plans across NSW.</p> <p>Develops guidance frameworks around capital works programs.</p> <p>Manages groundwater and reports on groundwater variations, availability and management.</p> <p>Liaises with WNSW when drafting or reviewing management plans, including in relation to impact on monitoring.</p> <p>Notifies WNSW and NRAR of the commencement of a new management plan or change of policy.</p> <p>DCCEEW Water relies on data from WNSW and NRAR to perform its resource management functions.</p> <p>Assists WNSW and NRAR as required in preparation of price submissions and advises WNSW and NRAR on policy and other changes that have price implications to facilitate price submissions to IPART.</p> <p>Responds to audits under s 44 of the WMA.</p> <p>Provides DCCEEW Water Services to WNSW as defined in the Agreement.</p>	<p>Implements the NRAR Act, performing compliance and enforcement functions under the WMA.</p> <p>Provides feedback to DCCEEW Water on the on-ground effectiveness and efficiency of the legislative and policy framework, and to WNSW about implementation of the framework.</p> <p>NRAR relies on data from DCCEEW Water and WNSW to perform its compliance functions.</p> <p>Provides feedback to DCCEEW Water and WNSW about the effectiveness and efficiency of policy and procedure from a compliance perspective.</p>	WNSW
					DCCEEW
					NRAR

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
A.2	Water allocations	<p>Provides DCCEEW Water with timely hydrographic data (resource assessment), information and advice as prescribed in the relevant works approvals to facilitate the making of safe available water determinations.</p> <p>Provides DCCEEW Water with timely groundwater metering data, to facilitate the making of groundwater available water determinations. Obligations and requirements in relation to providing that data will be documented in a Services Schedule.</p> <p>Provides DCCEEW Water with (read only) access to the CAIRO replacement systems (CARMs database) such that selected DCCEEW Water staff can 'see' operational data in (near) real-time in the same way that WNSW river operators see that data. This is to allow DCCEEW Water independent access to and verification of information to enable DCCEEW Water to fulfil its statutory obligations.</p> <p>Upon receipt of an approved Order from DCCEEW, credits retail water accounts in accordance with the Order (as per water allocation accounts (retail) tasks).</p>	<p>Delegated function</p> <p>Makes available water determinations – s59(1)(a) and (b) WMA.</p> <p>Approves the announcement of supplementary access – s70 WMA.</p> <p>On receipt of resource assessment advice from WNSW, undertakes and prepares water allocation advice (water allocation statement). Upon approval, makes public water allocation announcements and instructs WNSW (order under s 59 of the WMA) to credit water accounts.</p>		<p>WNSW</p> <p>DCCEEW</p> <p>W05-01 Systems operation and water availability management</p> <p>Output measure (OM24) A theme-based WSP implementation program established and published</p> <p>Output measure (OM25) Annual implementation effectiveness reviews completed for each theme and communicated to key stakeholders (water agencies, Murray-Darling Basin Authority, Natural Resources Commission, industry and public) through annual reports and DCCEEW Water website update.</p> <p>Output measure (OM26) Manage Long Term Average Annual Extraction Limit (LTAAEL) in priority WSPs where it is exceeded</p> <p>Report back: Number of times that there is noncompliance with the long-term average annual extraction limit, as defined in each WSP. i.e. 1, X Water Sharing Plan Output = 0 per year</p> <p>Performance indicator 100% compliance with (LTAAEL) assessed annually for priority water sharing plans in accordance with rules set out in respective WSPs, and available water determinations (AWDs) reflect an appropriate reduction in allocations where LTAAEL is exceeded</p> <p>Report back: WSP non-compliance addressed through the required management action, as defined in each WSP i.e. 100%, AWDs reduced to be compliant with the extraction limit.</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
					<p>Output measure (OM27) Snowy licence review implemented by 2022.</p> <p>Output measure (OM28) AWDs and allocation statements released for each WSP</p> <p>Performance indicator AWDs published on website within 1 week of being made = 100%</p>
					NRAR
A.3	Audit of compliance with WNSW works approvals	Prepares annual compliance reports.	<p>Provides technical advice to WNSW performance against its water supply work approvals – for example whether it has complied with the delivery of planned environmental water in accordance with WSPs.</p> <p>Licensing authority for WNSW and monitors and audits compliance of WNSW with its licences and approvals.</p>	Investigates any breaches and takes enforcement action where appropriate	<p>WNSW</p> <p>DCCEEW</p> <p>NRAR</p>
A.4	Operational and water sector performance management	<p>Undertakes the operational management of surface water resources, and the delivery of water in regulated river systems.</p> <p>Performs operational activities:</p> <ul style="list-style-type: none"> for public information or benefit, to meet its Conferred Functions (as defined by the Agreement), to meet its other functions, to support DCCEEW Water’s legislative, policy and resource management functions and NRAR’s regulatory and compliance functions, and for third parties. <p>Provides licensing and approvals, metering, ordering, accounting and billing data and feedback to support the licensing and</p>	<p>Defines what outputs DCCEEW Water requires from WNSW:</p> <ul style="list-style-type: none"> in circumstances where WNSW’s performance of its Conferred Functions and other functions is for the purpose of enabling DCCEEW Water to undertake its regulatory or water resource management functions, and where WNSW provides services to DCCEEW Water. <p>Develop a water sector performance framework and performance dashboard in consultation with WNSW and NRAR.</p> <p>Share reporting information with WNSW and NRAR consistent with a water sector performance framework agreed by the Steering Group.</p>	<p>Shares reporting information with DCCEEW Water and WNSW consistent with a water sector performance framework agreed by the Steering Group.</p>	<p>WNSW</p> <p>DCCEEW W05-04</p> <p>Water plan performance assessment and evaluation</p> <p>Output measure (OM34) WSP risk assessments prepared: Output = 25</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
		<p>approvals system, water policy, strategic direction, water planning, resource management and regulation and compliance and enforcement.</p> <p>Operates its water monitoring networks to collect, manage and make available data from those networks in a suitable and efficient way to support DCCEEW Water's and NRAR's roles.</p> <p>Collects, stores and makes available data according to the requirements set by DCCEEW Water and NRAR and the requirements set by relevant Australian or industry Standards.</p> <p>Share reporting information with DCCEEW Water and NRAR consistent with a water sector performance framework agreed by the Steering Group.</p>	<p>Monitors, evaluates and reports performance of management plans.</p> <p>Undertakes licensing and approvals functions for DCCEEW customers under the WMA and the <i>Water Act 1912</i> by delegation from the Minister.</p> <p>Provides billing services for DCCEEW customers for the licensing and approvals functions (i.e. consent transactions)</p>		<p>Performance indicator WSPs with risk assessments available prior to remake date = 100%</p> <p>Output measure (OM35) WSPs included in the scope of monitoring programs: Output = Monitoring data for all inland (Basin) WSPs, at least six coastal WSPs (approximately 50% of coastal WSP remakes during the period)</p> <p>Performance indicator WSPs with monitoring outcomes available prior to evaluation and remake date = 100%</p>
					NRAR
A.5	Procedures	<p>Sets procedures relevant to all functions, tasks and activities that comply with WMA, WMR, relevant management plans and other statutory instruments.</p> <p>Works with DCCEEW Water and NRAR to establish procedures for shared and interdependent functions.</p> <p>Shares operating and procedure manuals with DCCEEW Water and/or NRAR on request.</p>	<p>Sets procedures relevant to all functions, tasks and activities that comply with WMA, WMR, relevant management plans and other statutory instruments.</p> <p>Works with WNSW and NRAR to establish procedures for shared and interdependent functions.</p> <p>Shares operating and procedure manuals with WNSW and/or NRAR on request.</p>	<p>Sets procedures relevant to all compliance and enforcement functions, tasks and activities for the WMA, WMR and other related statutory instruments.</p> <p>Shares operating and procedure manuals with DCCEEW Water and/or WNSW on request, where this does not interfere with or fetter NRAR investigations, activities or independence.</p> <p>Works with WNSW and DCCEEW Water to establish procedures for shared and interdependent functions.</p> <p>Provides feedback to DCCEEW Water and WNSW about the effectiveness and efficiency of policy and procedure from a compliance perspective.</p>	<p>WNSW</p> <p>DCCEEW</p> <p>NRAR</p>
A.6	WNSW Operating Licence	<p>Advises DCCEEW Water if changes to Operating Licence are required.</p>	<p>Consults with WNSW (as required by the <i>Water NSW Act 2014</i>) and NRAR prior to</p>		WNSW

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
			<p>making Operating Licence amendments recommendations.</p> <p>Recommends changes to the Operating Licence to the Minister.</p> <p>Leads preparation of Executive Council packages to effect the amendments.</p> <p>Contributes to IPART's operational audits and end of term (and other) reviews of the Operating Licence.</p>	<p>Contributes to IPART's operational audits and end of term (and other) reviews of the Operating Licence.</p> <p>Advises DCCEEW Water if changes to Operating Licence are required.</p>	<p>DCCEEW</p> <p>NRAR</p>

1. Water Access Licences

1.1 Licences – applications and determinations

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>The licensing functions below are conferred on WNSW subject to the exceptions listed in Part A.1 of the Schedule A of the Operating Licence.</p> <p>In cases where the licence is a licence under Part 2 of the <i>Water Act 1912</i> (Table A.2 of the Operating Licence), the functions being exercised are functions of WAMC.</p>				
1.1.1	<p>Determine the form of an access licence</p> <p>Approve the form for an application for an access licence.</p> <p>Section 63(7) of WMA</p>	<p>Conferred function for WNSW customers - section 63(7) of WMA, clause 9(1)(a) of WMR</p> <p>Sets forms in accordance with WNSW operational needs and statutory requirements and in consultation with DCCEEW Water and NRAR to improve consistency and efficiency.</p>	<p>Delegated function</p> <p>Works with WNSW and NRAR to improve forms to ensure consistency and efficiency and compliance with statutory requirements.</p> <p>Sets forms in accordance with DCCEEW operational needs and statutory requirements and in consultation with WNSW to improve consistency and efficiency.</p>	<p>Delegated function</p>	<p>WNSW</p> <p>DCCEEW</p> <p>NRAR</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>The licensing functions below are conferred on WNSW subject to the exceptions listed in Part A.1 of the Schedule A of the Operating Licence.</p> <p>In cases where the licence is a licence under Part 2 of the <i>Water Act 1912</i> (Table A.2 of the Operating Licence), the functions being exercised are functions of WAMC.</p>				
1.1.2	<p>Access licence applications</p> <p>Receive applications for:</p> <ul style="list-style-type: none"> specific purpose access licences, including domestic and stock, zero share access licences licences under the <i>Water Act 1912</i> (NSW) where that Act still applies, and access licences issued pursuant to a controlled allocation order under section 65 of the WMA. <p>Maintain applications portal and website.</p> <p>Receive, triage and transfer inquiries.</p> <p>Pre-assessment, make recommendations.</p> <p>Section 61 of WMA</p>	<p>Conferred function for WNSW customers – sections 61(1), 61(5)(a), 61(5)(b), 61(6), 61(7) WMA</p> <p>Undertakes all access licence application tasks for WNSW customers.</p> <p>Ensures applications are complete prior to referral to DCCEEW Water for all groundwater technical assessments unless agreed through agreed triages and/or procedures.</p> <p>Applies WSP rules, WMA requirements and relevant DCCEEW Water policies.</p>	<p>Delegated function</p> <p>Manages controlled allocation orders under section 65 of the WMA, including managing the making of such orders.</p> <p>Administers the order processes for all such orders up to the issue of the right to apply for a new access licence. The right to apply for a new access licence is evidenced by a Reference Number issued by the DCCEEW Water Controlled Allocations Officer.</p> <p>Undertakes all access licence application tasks for DCCEEW customers.</p> <p>Ensures applications are complete prior to referral to DCCEEW Water for all groundwater technical assessments and water utility/town water supply assessments unless agreed through agreed triages and/or procedures.</p> <p>Applies WSP rules, WMA requirements and relevant DCCEEW Water policies.</p>	<p>Delegated function</p>	<p>WNSW</p> <p>OM71 - W09-01 - Water consents transactions</p> <p>Water Access Licence –applications determined within 40 days = 80%</p> <hr/> <p>DCCEEW</p> <p>OM71: W09-01 - Water consents transactions</p> <p>Water Access Licence –applications determined within 45 days = 80%</p> <hr/> <p>NRAR</p>
1.1.3	<p>Advertising, processing, assessing, dealing with objections and appeals</p> <p>Advertising, processing, assessing, dealing with objections and appeals in accordance with statutory requirements.</p> <p>Compliance with the <i>Native Title Act 1993 (Cth)</i>.</p> <p>Sections 61 and 62 of WMA</p>	<p>Conferred function for WNSW customers – ss 61(3), 62(2), 62(3)(a), 62(3)(b), 62(4), 62(5), 62(6), 62(7), 64 WMA</p> <p>Undertakes all advertising, processing, assessing, dealing with objections and appeals tasks for WNSW customers, including native title notification under section 24HA(7) of the <i>Native Title Act 1993</i>.</p> <p>Taking any other required steps to ensure compliance with the <i>Native Title Act 1993 (Cth)</i>.</p>	<p>Delegated function</p> <p>Determines procedures to be specified in the WMR e.g., advertising.</p> <p>Notifies WNSW of any rule changes which may require updating of their procedures, such as changes to WSP rules for assessing applications.</p> <p>Provides advice to WNSW as set out in 1.1.4.</p> <p>Undertakes all advertising, processing, assessing, dealing with objections and appeals tasks for DCCEEW customers,</p>	<p>Delegated function</p>	<p>WNSW</p> <p>OM71: W09-01 - Water consents transactions</p> <p>OM71: Water Access Licence – applications determined within 40 days = 80%</p> <hr/> <p>DCCEEW</p> <hr/> <p>NRAR</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>The licensing functions below are conferred on WNSW subject to the exceptions listed in Part A.1 of the Schedule A of the Operating Licence.</p> <p>In cases where the licence is a licence under Part 2 of the <i>Water Act 1912</i> (Table A.2 of the Operating Licence), the functions being exercised are functions of WAMC.</p>				
1.1.4	<p>Impact assessment</p> <p>Assess the environmental impacts to ensure that adequate arrangements will be in force to ensure that no more than minimal harm will be done to any water source as a consequence of water being taken under the licence.</p> <p>Section 63 of WMA</p>	<p>Conferred function for WNSW customers – s63(2) WMA</p> <p>Refers applications to DCCEEW Water for technical assessment and advice in accordance with established triage processes and procedures between the agencies.</p> <p>Considers advice provided by DCCEEW Water when making a decision on whether to grant an application and/or what conditions the licence should be subject to.</p> <p>Inform DCCEEW Water if it intends not to follow DCCEEW Water’s advice or recommendations with respect to advice or technical assessment.</p>	<p>Delegated function</p> <p>Sets requirements with respect to which applications must be referred to DCCEEW for advice and assessment.</p> <p>Provides groundwater advice and assessment to WNSW for applications under the <i>Water Act 1912</i> and WMA, including recommendations with respect to grant or refusal of applications and conditions in accordance with any Service Level Agreement entered into by the parties.</p> <p>Provides advice in relation to specific purpose access licence applications by local water utilities to NRAR.</p> <p>Considers advice when making a decision on whether to grant an application and/or what conditions the licence should be subject to</p>	<p>Delegated function</p>	<p>WNSW</p> <p>100% of applications requiring technical assessment referred to DCCEEW in accordance with agreed triage processes</p> <p>Note: WNSW application timeframe excludes DCCEEW Water technical assessment</p> <hr/> <p>DCCEEW</p> <p>OM71: W09-01 - Water consents transactions</p> <p>Water Access Licence – applications determined within 45 days = 80%</p> <hr/> <p>NRAR</p> <p>Water Access Licence – applications determined within 45 days = 80%</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>The licensing functions below are conferred on WNSW subject to the exceptions listed in Part A.1 of the Schedule A of the Operating Licence.</p> <p>In cases where the licence is a licence under Part 2 of the <i>Water Act 1912</i> (Table A.2 of the Operating Licence), the functions being exercised are functions of WAMC.</p>				
1.1.5	<p>Grant or refusal of applications</p> <p>Determine a licence application by granting or refusing to grant the licence.</p> <p>Notify applicant and any objectors of decision.</p> <p>Lodge instructions with LRS to register a new access licence in the Water Access Licence Register.</p> <p>Update WLS and water account information.</p> <p>Section 63 of the WMA</p>	<p>Conferred function for WNSW customers – s63(1) WMA</p> <p>Undertakes all grant or refusal of applications tasks for WNSW customers.</p> <p>Sets any discretionary conditions and imposes mandatory conditions in accordance with “Imposing and varying conditions of access licences” tasks (1.1.6).</p> <p>(Undertaking this function may be a ‘future act’ under the <i>Native Title Act 1993 (Cth)</i> – role includes taking any required steps to ensure compliance with the <i>Native Title Act 1993 (Cth)</i>.)</p>	<p>Delegated function</p> <p>Sets policy and rules regarding which applications can be made, and any restrictions (specified in the WMR and WSPs).</p> <p>Undertakes all grant or refusal of applications tasks for DCCEEW customers.</p> <p>Sets any discretionary conditions and imposes mandatory conditions in accordance with “Imposing and varying conditions of access licences” tasks (1.1.6).</p> <p>(Undertaking this function may be a ‘future act’ under the <i>Native Title Act 1993 (Cth)</i> – role includes taking any required steps to ensure compliance with the <i>Native Title Act 1993 (Cth)</i>.)</p>	<p>Delegated function</p>	<p>WNSW</p> <p>OM71: W09-01 - Water consents transactions</p> <p>Water Access Licence – applications determined within 40 days = 80%</p> <p>DCCEEW</p> <p>OM71: W09-01 - Water consents transactions</p> <p>Water Access Licence – applications determined within 45 days = 80%</p> <p>NRAR</p>
1.1.6	<p>Imposing and varying conditions of access licences and amending licences</p> <p>The development, imposition, review and revocation of mandatory and discretionary conditions, including:</p> <ul style="list-style-type: none"> for new rules in WSPs, FMPs or the WMR, draft new conditions and identify application of new conditions to licences, for amended rules in WSPs, FMPs or the WMR, identify existing conditions which require amendment, draft amended conditions and identify 	<p>Conferred function for WNSW customers - sections 66(1), 66(2A), 67(1), 67(3), 67(4), 68, 68A(1), 68A(1A), 68A(1E), 68A(2) of WMA</p> <p><u>Mandatory conditions</u></p> <p>Provides input to DCCEEW Water into the drafting of mandatory conditions and notification materials.</p> <p>Undertakes mass notification for all persons of the conditions imposed on access licences when:</p> <ul style="list-style-type: none"> the WMA, WMR or a WSP is amended, 	<p>Delegated function</p> <p><u>Mandatory conditions</u></p> <p>Reviews application of mandatory conditions when a WSP is amended or remade and identifies changes required to give effect to WSP rules.</p> <p>Develops mandatory conditions to give effect to rules in WSPs, the WMA and the WMR.</p>	<p>Delegated function</p> <p><u>Mandatory conditions</u></p> <p>Provides input to DCCEEW Water into the drafting of mandatory conditions and notification materials.</p> <p>Enforces compliance with mandatory conditions pursuant to NRAR Act.</p> <p>Advises DCCEEW Water and WNSW of changes needed to mandatory conditions to enable or improve enforceability.</p> <p><u>Discretionary conditions</u></p>	<p>WNSW</p> <p>OM71: W09-01 - Water consents transactions</p> <p>Water Access Licence – applications determined within 40 days = 80%</p> <p>OM66: W08-02 - Consents management and licence conversion - Necessary changes to conditions are notified to the licence/approval holder within 6</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>The licensing functions below are conferred on WNSW subject to the exceptions listed in Part A.1 of the Schedule A of the Operating Licence.</p> <p>In cases where the licence is a licence under Part 2 of the <i>Water Act 1912</i> (Table A.2 of the Operating Licence), the functions being exercised are functions of WAMC.</p> <p>application of amended conditions to licences,</p> <ul style="list-style-type: none"> • give notice of any proposal to impose discretionary conditions and consider any submissions made by licence holder, • create instructions to apply new or amended conditions to licences, • determine an application to have a discretionary condition revoked, • amend the share component or extraction component - <ul style="list-style-type: none"> ○ in accordance with the WMA or a WSP, or ○ so as to alter the water management zone or water source or locations where water may be taken, • amend licence by withdrawing the nomination of a specified water supply work, • notify licence holder and security holder of any amendment under s 68A of the WMA, and • formal notification of mandatory conditions to licence holders (notification materials prepared by DCCEEW Water and notifications sent by WNSW). <p>Sections 66, 67, 68 and 68A of WMA</p>	<ul style="list-style-type: none"> • a new WSP commences or a WSP is remade; and • as a result, changes to the conditions on access licences are required. <p>Keeps accurate records of notification of conditions.</p> <p>Responds to licence holder enquiries arising from mass notification of conditions.</p> <p>Requests DCCEEW Water applies or removes mandatory conditions required through the assessment process on water access licences in relation to WNSW customers.</p> <p>Keeps the WLS database up to date, including stakeholder contact details.</p> <p><u>Discretionary conditions</u></p> <p>Imposes discretionary conditions through the application assessment process on access licences for WNSW customers.</p> <p>Responds promptly to advice from NRAR about opportunity to improve mandatory or discretionary conditions to enable or improve enforceability of licence conditions. Responses may include undertaking amendments of licence conditions or a commitment to consider the risk to enforceability and amendments to the condition as part of other programmed activities.</p>	<p>Creates mandatory conditions in WLS and creates linkages to relevant licence categories, work types, water source/management zones and exceptions.</p> <p>Imposes or removes mandatory conditions on or from access licences when WSPs commence are amended or are remade, or when the WMA or WMR are amended.</p> <p>Prepares formal notification materials for mass notification of all persons of conditions applied to access licences.</p> <p>Adds or removes mandatory conditions required through the assessment process on access licences on request from WNSW.</p> <p><u>Discretionary conditions</u></p> <p>Develops and approves model discretionary conditions relating to access licences.</p> <p>Develops discretionary conditions to support rules in WSPs, the WMA and WMR, where applicable and applied in bulk to licences, for example, discretionary conditions to operationalise active management rules.</p> <p>Creates and applies discretionary conditions through the application assessment process on access licences for DCCEEW customers</p>	<p>Enforces compliance with discretionary conditions pursuant to NRAR Act and WMA.</p> <p>Advises DCCEEW Water and WNSW of changes needed to discretionary conditions to enable or improve enforceability.</p>	<p>months of the event requiring notification = 100%</p> <hr/> <p>DCCEEW</p> <p>OM66: W08-02 - Consents management and licence conversion - Rule changes are reviewed to identify whether condition changes are necessary within 3 months of the event requiring = 100%</p> <p>OM71: W09-01 - Water consents transactions</p> <p>Water Access Licence – applications determined within 45 days = 80%</p> <hr/> <p>NRAR</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>The licensing functions below are conferred on WNSW subject to the exceptions listed in Part A.1 of the Schedule A of the Operating Licence.</p> <p>In cases where the licence is a licence under Part 2 of the <i>Water Act 1912</i> (Table A.2 of the Operating Licence), the functions being exercised are functions of WAMC.</p>		<p>Applies discretionary conditions which apply to licences in bulk when WSPs commence or are amended or are remade.</p> <p>Responds promptly to advice from NRAR about opportunity to improve mandatory or discretionary conditions to enable or improve enforceability of licence conditions. Responses may include undertaking amendments of licence condition or a commitment to consider the identified risk to enforceability and amendments to the condition as part of other programmed activities (e.g. next WSP remake).</p>		
1.1.7	<p>Water Access Licence Register</p> <p>Determine form and manner for keeping information in the Water Access Licence Register.</p> <p>Record matters under s 71A(2) in Water Access Licence Register.</p> <p>Determine form of applications under:</p> <ul style="list-style-type: none"> ss 71D(1)(a), 71E, 71L(4)(a), 71X(1)(f) & cl 19 of Sch 10 of the WMA, and ss 71H(1), 71L(1)(a), 72(1), 73(1), 87B(3) & cl 2(1), 3(1), 3(5) & 5(2) of Sch 1A of the WMA. <p>Record details of certain Ministerial action in the Water Access Licence Register and determine form in which such actions may be recorded.</p> <p>Include in the Water Access Licence Register such other information about the holder of an access licence and the conditions of, and other matters relating to, the licence as appropriate.</p>	<p>Conferred functions for all persons – s71(1) but only in relation to matters specified in s71A(2) – Assignment Division,</p> <p>71(3) and Schedule 1A cl 1(2) and 1(4), 71A(2), 71D(1)(a), 71E, 71L(4)(a), 71X(1)(f) and Schedule 10 cl 19, 71H(1), 71L(1)(a), 72(1), 73(1), 87B(3) and Schedule 1A (cl 2(1), 3(1), 3(5), 5(2)), 71G, 71I, 71L(4)(b), 71M(4), 71N(4), 71O(1), 71P(1)(a), 71P(1)(b), 71Q(1), 71QA(4)&(5), 71R(1), 71S(1), 71T(4), 71U(2), 71V(2), 71W(1), 71Y(6), 71, 74, 76, 87B of WMA</p> <p>Conferred function for WNSW customers only – all other functions under Sch 1A of WMA excluding those listed above</p> <p>Undertakes all Water Access Licence Register tasks, including the lodgement of instructions to LRS for all persons.</p>	<p>Where an error or a requirement for an amendment to the Water Access Licence Register is identified, instructs WNSW to correct the error or make the amendment.</p>		<p>WNSW</p> <p>W08-01 (Regulation systems management) The management, operation, development and maintenance of the register for access licences, approvals, trading and environmental water.</p> <p>Performance indicator: System availability = 95% Security and privacy of user data measured through audit = No major nonconformances</p> <p>DCCEEW</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>The licensing functions below are conferred on WNSW subject to the exceptions listed in Part A.1 of the Schedule A of the Operating Licence.</p> <p>In cases where the licence is a licence under Part 2 of the <i>Water Act 1912</i> (Table A.2 of the Operating Licence), the functions being exercised are functions of WAMC.</p>				
	<p>Correct errors, omissions or defects or otherwise amend Water Access Licence Register.</p> <p>Access licence reconciliation.</p> <p>Lodgement of instructions with LRS to request changes to the Water Access Licence Register.</p> <p>LRS lodgement and preparation of Minister's instructions.</p> <p>Licence Verification (holder).</p> <p>LRS SLA/SIX Administration.</p> <p>Security interest registration.</p> <p>Release of access licence certificates.</p> <p>Water Access Licence Register liaison and business rules.</p> <p>Ministerial amendments under s71I of the WMA.</p> <p>Issue access licence certificates and all other functions under s 87B of the WMA (LRS function, pursuant to delegation).</p> <p>All other functions under Sch 1A.</p>	<p>Manages the security interest claim process for all water customers (includes instructing LRS to release Certificates).</p> <p>Undertakes all changes to the Access Register under sections 71I and 68A of the WMA for all persons.</p> <p>Where an error or amendment to the Water Access Licence Register is required in relation to a DCCEEW customer, WNSW informs and consults with DCCEEW and amends the Register.</p>			NRAR

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
1.1.8	<p>The licensing functions below are conferred on WNSW subject to the exceptions listed in Part A.1 of the Schedule A of the Operating Licence.</p> <p>In cases where the licence is a licence under Part 2 of the <i>Water Act 1912</i> (Table A.2 of the Operating Licence), the functions being exercised are functions of WAMC.</p>	<p>Conferred function for WNSW customers: cl 21(4), Sch 4 cl 14 of WMR</p> <p>Conferred for all persons: cll 21(5), 21(6)(c), 21(6)(e), 21(6)(e), 230(5), 231(6) of WMR</p> <p>Provides input on policy and rules regarding exemptions from access licence requirements.</p> <p>Approves certain forms relating to exemptions; requires that certain records be provided by an earlier date; makes determinations and grants extensions of exemption relating to basic human water needs.</p>	<p>Sets policy and rules regarding exemptions from access licence requirements.</p>	<p>Delegated functions</p> <p>Provides input on policy and rules regarding exemptions from access licence requirements.</p>	
1.1.9	<p>Floodplain harvesting access licences</p> <p><i>It is the intention of the parties to this Agreement that certain functions relating to floodplain harvesting access licences and works used for floodplain harvesting [as applicable] will be conferred on Water NSW by an amendment to its Operating Licence.</i></p> <p><i>A Change Management Process endorsed by the Healthy Floodplains Project Implementation Group (Change Management Process) is currently underway through which floodplain harvesting corporate knowledge is being transitioned to WNSW and NRAR.</i></p>	<p>In relation to the initial issuing of floodplain harvesting access licences, WNSW will undertake the bulk upload of data as provided by DCCEEW Water to create licences in the WLS. This process will be undertaken sequentially in the five northern valleys.</p> <p>Once floodplain harvesting access licences are notified in each valley, WNSW will have responsibility for providing ongoing licensing services to its customers in relation to these licences as set out in tables 1.1 and 1.2 of this Schedule. Floodplain harvesting access licences will be treated the same as any other category of access licence. DCCEEW Water will provide an initial period of post-implementation support to WNSW in</p>	<p>Leads the issue of floodplain harvesting access licences until these licences are notified.</p> <p>The work required to be undertaken prior to handover of licensing accountability to WNSW and NRAR includes:</p> <ul style="list-style-type: none"> • determination of eligibility of landholders for floodplain harvesting access licences, • determination of access licence share components and licence category, • identification of relevant landholders to be issued with floodplain harvesting access 		

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>The licensing functions below are conferred on WNSW subject to the exceptions listed in Part A.1 of the Schedule A of the Operating Licence.</p> <p>In cases where the licence is a licence under Part 2 of the <i>Water Act 1912</i> (Table A.2 of the Operating Licence), the functions being exercised are functions of WAMC.</p>	<p>accordance with the Change Management Process.</p>	<p>licences, including tenancy arrangements,</p> <ul style="list-style-type: none"> • management of licence applications which relate to floodplain harvesting, • establishing the rules to govern the ongoing management of floodplain harvesting licences under WSPs and the WMR, • instructing WNSW concerning bulk upload of floodplain harvesting information to WLS and creation of licences, and • notification of licence holders. <p>Once floodplain harvesting access licences are issued, DCCEEW will have responsibility for providing ongoing licensing services to its customers in relation to these licences as per tables 1.1 and 1.2. The number of DCCEEW floodplain harvesting customers is anticipated to be low (<10).</p>		

1.2 Licences – administration and dealings

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
1.2.2	<p>Water allocation accounts (retail)</p> <p>Keep water allocation accounts, including:</p> <ul style="list-style-type: none"> crediting water in accordance with any relevant available water determination or acquired as a result of a dealing, debiting water from the account in accordance with the WMR and the relevant WSP or as a result of a dealing, the withdrawing of water from an account as referred to in s 21(c) of the WMA, where the relevant WSP provides for such withdrawal, crediting water to accounts as a result of arrangements made with the Minister for the early release of water by Snowy Hydro Limited and debiting those accounts in accordance with directions from the Minister. <p>WNSW to provide water account information to DCCEEW-Water (and NRAR).</p> <p>Section 85 of WMA</p> <p>Keep an account of:</p> <ul style="list-style-type: none"> any individual daily extraction component that is acquired under section 71QA, and any individual daily extraction component that is assigned under section 71QA. 	<p>Conferred function for all persons – s85(1), 85(2), 85(3), 85(5), 85AA(2) WMA, cl 17(2)(b)(ii) WMR</p> <p>Establishes and maintains water allocation accounts for all water access licences giving effect to the relevant water allocation account rules in the relevant WSP.</p> <p>Day to day administration and maintenance (crediting/debiting) of retail water accounts for all licence holders.</p>	<p>Delegated function</p> <p>Establishes water allocation account management rules in WSPs.</p> <p>Develops mandatory conditions for access licences to give effect to water allocation account management rules in WSPs.</p>		<p>WNSW</p> <hr/> <p>DCCEEW</p> <hr/> <p>NRAR</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>The licensing functions below are conferred on WNSW subject to the exceptions listed in Part A.1 of the Schedule A of the Operating Licence.</p> <p>In cases where the licence is a licence under Part 2 of the <i>Water Act 1912</i> (Table A.2 of the Operating Licence), the functions being exercised are functions of WAMC.</p>				
	Section 85AA(2) of WMA				
1.2.3	Bulk water accounts	Provides comment and data to inform DCCEEW Water decision making as and when required.	<p>Delegated function</p> <p>Responsible for bulk water accounts provided for in WSPs. for example, Environmental Contingency Allowances, Water Quality Allowances, and the like.</p> <p>Seeks recommendations and advice on relevant watering initiatives, provides approval for the use of this water and maintains the accounts (credits/debits) in accordance with the relevant WSP.</p>		WNSW
					DCCEEW
					NRAR
1.2.4	<p>Dealings and trade</p> <p>Managing dealings and trade of water access licences, licence entitlements and water allocations, including:</p> <ul style="list-style-type: none"> determining form of applications, keeping the assignment division of the Water Access Licence Register (s71(1) of the WMA) and water allocation accounts, transfers and term transfers, conversion to new category, subdivision and assignment, 	<p>Conferred functions for all persons in respect of s71(1) (keeping Water Access Licence Register) but only in relation to matters specified in s71A(2), that is, Assignment Division</p> <p>71(3) and Schedule 1A cl 1(2) and 1(4), 71A(2), 71D(1)(a), 71E, 71L(4)(a), 71X(1)(f) and Schedule 10 cl 19, 71H(1), 71L(1)(a), 72(1), 73(1), 87B(3) and Schedule 1A (cl 2(1), 3(1), 3(5), 5(2)), 71G, 71I, 71L(4)(b), 71M(4), 71N(4), 71N(7), 71O(1), 71P(1)(a), 71P(1)(b), 71Q(1), 71QA(4)&(5), 71R(1), 71S(1), 71T(4), 71U(2), 71V(2), 71W(1), 71Y(6), 71, 74, 76</p>	<p>Sets requirements with respect to which applications must be referred to DCCEEW Water for advice and assessment.</p> <p><u>Provides advice or feedback on dealings and trades for DCCEEW customers when requested by WNSW.</u></p> <p>Provides groundwater advice and assessment within agreed timeframes for:</p> <ul style="list-style-type: none"> water access licence dealings - groundwater - assignment of water allocation (s 71T), water access licence dealings - groundwater - subdivision & consolidation of access licences (s 		<p>WNSW</p> <p>W09-01 - Water consents transactions</p> <p>Water Access Licence –</p> <p>OM71: Water Access Licence – applications determined within 40 days = 80%</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>The licensing functions below are conferred on WNSW subject to the exceptions listed in Part A.1 of the Schedule A of the Operating Licence.</p> <p>In cases where the licence is a licence under Part 2 of the <i>Water Act 1912</i> (Table A.2 of the Operating Licence), the functions being exercised are functions of WAMC.</p> <ul style="list-style-type: none"> • nominating works, • impact assessment, and • all other dealings or water trading activities under the WMA and <i>Water Act 1912</i>, other than those dealings managed by LRS. <p>Non-statutory administrative and transactional tasks of lodgment of instructions with LRS for the granting of a dealing and updating WLS when LRS informs of a change to an access licence</p> <p>Under the <i>Access Licence Dealings Principles Order 2004</i> –</p> <ul style="list-style-type: none"> • determine conversion factor for calculation of share component of a new access licence, in accordance with any rules in a relevant water sharing plan (cl 11 of the Order), and • determine capacity that would conserve water consistent with the share component of the access licence, for water supply work dealings under s 71W (cl 20 of the Order). 	<p><i>Access Licence Dealings Principles Order 2004 – clauses 11 and 20</i></p> <p>Undertakes “dealings and trade” tasks for all persons.</p> <p>Refers groundwater dealings applications and applications to trade water allocations by local water utilities to DCCEEW Water for advice and assessment in accordance with established procedures between the agencies.</p> <p>Takes into account advice provided by DCCEEW Water when making a decision in relation to an application for a dealing.</p> <p>Informs DCCEEW Water if it disagrees with advice or assessment.</p> <p>Refers applications for dealings by DCCEEW customers to DCCEEW.</p> <p>Takes into account advice provided by NRAR when making a decision in relation to an application for a dealing.</p>	<p>71P), assignment of rights under access licences (s 71Q),</p> <ul style="list-style-type: none"> • nomination of water supply works to access licence (s 71W), • amendment of water supply works approvals (bore extraction limit review), • new water supply works approvals, • new works to be constructed in the Great Artesian Basin, • new basic landholder right bores (except for bores within the Great Artesian Basin area), and • new basic landholder right bores in the Great Artesian Basin. <p>Supports WNSW in resolving complaints.</p> <p>Supports WNSW through Land and Environment Court proceedings.</p> <p>Provides advice on assessment for applications to trade water allocations by local water utilities in accordance with POL19/19 and procedure INT19/192761.</p>		<p>DCCEEW</p> <p>OM71:Water Access Licence – applications determined within 45 days = 80%</p> <hr/> <p>NRAR</p> <p>OM71:Water Access Licence – applications determined within 45 days = 80%</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
1.2.5	<p>Surrender</p> <p>Determine application to surrender an access licence, that is, accept or refuse that application.</p> <p>Notify licence holder of decision to refuse an application.</p> <p>Recording the surrender in the Water Access Licence Register.</p> <p>Cancel a surrendered access licence, or record in the Water Access Licence Register that the Minister is the holder of the surrendered access licence.</p> <p>Section 77 of WMA</p>	<p>Conferred function for WNSW customers – 77(1), 77(2B), 77(4)</p> <p>Accepts or refuses the surrender of an access licence and changes the licence holder to the Minister or cancels the licence in relation to WNSW customers in line with legislative requirements and DCCEEW Water policy.</p> <p>Records decision with respect to surrender in WLS for DCCEEW customers on advice from DCCEEW.</p>	<p>Delegated function</p> <p>Develops policy for surrendered access licences.</p> <p>Manages licences surrendered to the Minister.</p> <p>Accepts or refuses the surrender of an access licence and changes the licence holder to the Minister or cancels the licence in relation to DCCEEW customers in line with legislative requirements and DCCEEW Water policy.</p>		<p>WNSW</p> <hr/> <p>DCCEEW</p> <hr/> <p>NRAR</p>
1.2.6	<p>Suspension and cancellation</p> <p>Suspend or cancel access licences in accordance with statutory requirements.</p> <p>Sections 77A, 78 and 78A of WMA</p>	<p>Conferred function for WNSW customers – s77A(2), 77A(5), 78(1)(c) (except that the power to suspend or cancel under s 78(1)(c) may only be exercised on grounds that fees, charges, interest or rates imposed in respect of the licence have not been paid)</p> <p>Conferred for all persons – 78(1), (but only to the extent that WNSW may suspend a licence for failure to pay fees and charges imposed by WNSW), 78A(1), 78A(1A)</p> <p>Gives notification to DCCEEW Water (under section 78A) in relation to any proposed action on licences held by WAMC or the Minister for Water.</p>	<p>Undertakes suspension and cancellation tasks with respect to DCCEEW customers, in relation to unpaid fees and charges.</p>	<p>Delegated function</p> <p>NRAR to promptly advise the relevant licensor (WaterNSW or DCCEEW) of any suspension or cancellation arising from compliance activities.</p>	<p>WNSW</p> <hr/> <p>DCCEEW</p> <hr/> <p>NRAR</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>The licensing functions below are conferred on WNSW subject to the exceptions listed in Part A.1 of the Schedule A of the Operating Licence.</p> <p>In cases where the licence is a licence under Part 2 of the <i>Water Act 1912</i> (Table A.2 of the Operating Licence), the functions being exercised are functions of WAMC.</p>				
1.2.7	<p>Customer transactions and service</p> <p>Name and address corrections.</p> <p>Maintaining access licence records in the WLS.</p> <p>Water search (paid service).</p> <p>Customer enquiries, advice and assistance.</p> <p>Strategic customer service (improvements, benchmarking surveys, service complaint handling).</p>	<p>Manages all inquiries and service complaints in relation to WNSW customers.</p> <p>Sets procedures relevant to these tasks.</p> <p>Ensures correctness and completeness of information on applications.</p> <p>Refers enquiries relating to DCCEEW customers to DCCEEW as required</p>	<p>Manages all inquiries and service complaints in relation to DCCEEW customers.</p> <p>Sets procedures relevant to these tasks.</p> <p>Ensures correctness and completeness of information on applications.</p>		<p>WNSW</p> <p>W08-01 – regulation systems management Maintaining register for access licences</p> <p>System availability = 95% Security and privacy of user data measured through audit = No major nonconformances</p> <p>W10-01 – customer management</p> <p>OM74: Enquiries responded to within 24 hours = 90%</p> <p>OM75: Complaints resolved within 28 days = 90%</p> <p>Performance against 'Skyline' composite measure = Improvement of 2.5% per year. on 2021 level</p> <p>DCCEEW</p> <p>W10-01 – customer management</p> <p>NRAR</p> <p>OM74: Enquiries responded to within 24 hours = 90%</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>The licensing functions below are conferred on WNSW subject to the exceptions listed in Part A.1 of the Schedule A of the Operating Licence.</p> <p>In cases where the licence is a licence under Part 2 of the <i>Water Act 1912</i> (Table A.2 of the Operating Licence), the functions being exercised are functions of WAMC.</p>				
1.2.8	Managing licences held by WAMC	Processes licence and dealing applications in accordance with tables 1.1 and 1.2.	Manages licences held by WAMC.		

2. Water management work and water use approvals

2.1 Works and use approvals – application and determination

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
2.1.1	<p>Determine the form of an approval</p> <p>Section 95(4) of WMA</p>	<p>Conferred function for WNSW customers -</p> <p>Section 95(4) of WMA</p> <p>Sets forms in accordance with WNSW operational needs and statutory requirements in consultation with DCCEEW Water and NRAR to improve consistency and efficiency.</p>	<p>Delegated function</p> <p>Works with WNSW to improve forms to ensure consistency and efficiency and compliance with statutory requirements. Sets forms in accordance with DCCEEW operational needs and statutory requirements in consultation with WNSW to improve consistency and efficiency.</p>	Delegated function	<p>WNSW</p> <p>DCCEEW</p> <p>NRAR</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
2.1.2	<p>Approval application</p> <p>Approve form of application.</p> <p>Receive applications for approval.</p> <p>Maintain applications portal and website.</p> <p>Receive, triage and transfer inquiries.</p> <p>Pre-assessment, make recommendations.</p> <p>Refuse to accept incomplete application under section 92(6).</p> <p>Section 92 of WMA</p>	<p>Conferred function for WNSW customers –sections 92(4), 92(5)(a), 92(5)(b), 92(6) WMA; cl 25(1)(a), 25(1)(b), 26(2) & (3) of WMR</p> <p>Conferred for all persons – section 92(8) of WMA</p> <p>Undertakes all ‘approval application’ tasks in relation to WNSW customers.</p> <p>Undertakes all administration tasks and ensures applications are complete prior to referral to DCCEEW Water for all groundwater technical assessments unless agreed through agreed triages and/or procedures.</p> <p>Applies WSP rules, WMA requirements and relevant DCCEEW Water policies.</p> <p>Maintains the website register of licences and approvals.</p>	<p>Delegated function</p> <p>Refers WNSW applications to WNSW</p> <p>Undertakes all ‘approval application’ tasks in relation to DCCEEW customers.</p> <p>Undertakes all administration tasks and ensures applications are complete prior to referral to DCCEEW for all groundwater technical assessments unless agreed through agreed triages and/or procedures.</p> <p>Applies WSP rules, WMA requirements and relevant DCCEEW Water policies.</p>		<p>WNSW</p> <p>W09-01- water consents transactions</p> <p>OM72: Works and Use Approvals – applications determined within 60 days = 80%</p>
					<p>DCCEEW</p> <p>W09-01 - Water consents transactions</p> <p>OM72: Works and Use Approvals – applications determined within 65 days = 80%</p>
					<p>NRAR</p>
2.1.3	<p>Advertising, processing, assessing, dealing with objections and appeals</p> <p>Advertising, processing, assessing, advising of objections and seeking submissions under section 93 of WMA; resolving objections, including through mediation and dealing with appeals, in accordance with statutory requirements.</p> <p>Compliance with the Native Title Act 1993 (Cth).</p> <p>Sections 93 and 94 of WMA</p>	<p>Conferred function for WNSW customers</p> <p>Sections 93(2), 93(3)(a), 93(3)(b), 93(4), 93(5), 93(6), 93(7), 93(8), 94(2)(a) of WMA</p> <p>Clause 26(7) of WMR</p> <p>Undertakes all ‘approval application’ tasks in relation to WNSW customers, including native title notification in accordance with section 24HA(7) of the <i>Native Title Act 1993</i>.</p> <p>Taking any other required steps to ensure compliance with the <i>Native Title Act 1993 (Cth)</i>.</p>	<p>Delegated function</p> <p>Determines procedures specified in WMR e.g., advertising.</p> <p>Notifies WNSW of any rule changes which may require updating of their procedures, such as changes to WSP rules for assessing applications.</p> <p>Undertakes all ‘approval application’ tasks in relation to DCCEEW customers including native title notification in accordance with section 24HA(7) of the <i>Native Title Act 1993</i> and any other required steps to ensure compliance with the <i>Native Title Act 1993 (Cth)</i>.</p>		<p>WNSW</p> <p>W09-01 - Water consents transactions</p> <p>OM72: Works and Use Approvals – applications determined within 60 days = 80%</p>
					<p>DCCEEW</p> <p>W09-01 - Water consents transactions</p> <p>OM72: Works and Use Approvals – applications determined within 65 days = 80%</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
					NRAR
2.1.4	<p>Impact assessment</p> <p>Assess the environmental impacts to ensure that adequate arrangements will be in force to ensure that no more than minimal harm will be done to any water source as a consequence of proposed use of water or construction or use of water management work.</p> <p>Sections 96 and 97 of WMA</p>	<p>Conferred function for WNSW customers – sections 96 and 97 of WMA; clause 25(2) of WMR</p> <p>Refers applications to DCCEEW Water for technical assessment and advice in accordance with established triage processes and procedures between the agencies.</p> <p>Considers advice provided by DCCEEW Water when making a decision on whether to grant an application and/or what conditions the approval should be subject to.</p> <p>Informs DCCEEW Water if it intends not to follow DCCEEW Water’s advice or recommendations with respect to advice or technical assessment.</p>	<p>Delegated function</p> <p>Provides groundwater advice and assessment to WNSW and NRAR for applications under the <i>Water Act 1912</i> and WMA, including recommendations with respect to grant or refusal of applications and conditions to be imposed on approvals in accordance with any Service Level Agreement entered into between the parties.</p> <p>Drafts guidance on conditions to mitigate potential impacts identified during assessment.</p> <p>Makes technical assessment and provides on applications advice in accordance with established procedures between the agencies.</p> <p>Considers advice when making a decision on whether to grant an application and/or what conditions the approval should be subject to.</p>		<p>WNSW</p> <p>100% of applications requiring technical assessment referred to DCCEEW in accordance with agreed triage processes</p> <p>Note: WNSW application timeframe excludes DCCEEW Water technical assessment</p> <p>DCCEEW</p> <p>NRAR</p>
2.1.5	<p>Grant or refusal of applications</p> <p>Grant or refusal of applications in accordance with statutory requirements.</p> <p>Sections 95, 96, 97, 98, 99A of WMA</p>	<p>Conferred function for WNSW customers – sections 95, 96, 97, 98, 99A of WMA</p> <p>Determine an application by granting an approval (including by way of a combined approval) or by refusing to grant an approval.</p> <p>Give notice of the determination to the applicant and, where relevant, objectors.</p> <p>(Undertaking this function may be a ‘future act’ under the <i>Native Title Act 1993 (Cth)</i> – and any other required steps to ensure compliance with the <i>Native Title Act 1993 (Cth)</i>.)</p>	<p>Delegated function</p> <p>Sets policy and rules regarding which applications can be made, and any restrictions (specified in the WMR and management plans).</p> <p>Determine an application by granting an approval (including by way of a combined approval) or by refusing to grant an approval.</p> <p>Give notice of the determination to the applicant and, where relevant, objectors.</p> <p>(Undertaking this function may be a ‘future act’ under the <i>Native Title Act 1993 (Cth)</i> – and any other required steps to ensure compliance with the <i>Native Title Act 1993 (Cth)</i>.)</p>		<p>WNSW</p> <p>W09-01 - Water consents transactions</p> <p>OM72: Works and Use Approvals – applications determined within 60 days = 80%</p> <p>DCCEEW</p> <p>W09-01 - Water consents transactions</p> <p>OM72: Works and Use Approvals – applications determined within 65 days = 80%</p> <p>NRAR</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
2.1.6	<p>Imposing and varying conditions of approvals</p> <p>The development, imposition, review and revocation of mandatory and discretionary conditions.</p> <p>For new provisions in WSPs, FMPs or the WMR requiring mandatory conditions to be imposed on approvals, draft new conditions and identify application of new conditions to approvals.</p> <p>For amendments to provisions in WSPs, FMPs or the WMR requiring mandatory conditions to be imposed on approvals, identify existing conditions which require amendment, draft amended conditions and identify application of amended conditions to approvals.</p> <p>Create instructions to apply new/amended conditions to approvals.</p> <p>Create conditions in WLS and create linkages to relevant licence categories, work types, water source/management zones and exceptions.</p> <p>Formal notification of approval holders</p> <p>Sections 100, 101, 101A, 102, 103 of WMA</p>	<p>Conferred function for WNSW customers – sections 100, 101(2), 102(1), 102(3), 102(4), 103 of WMA</p> <p>Clauses 32(1), (2), (3), (4) & (8) of WMR</p> <p><u>Mandatory conditions:</u></p> <p>Provides input to DCCEEW Water on the drafting of mandatory conditions and notification materials.</p> <p>Undertakes mass notification for all persons of the conditions applied to and approvals when:</p> <ul style="list-style-type: none"> a water sharing plan commences or is amended or remade, and a change in policy or regulation requires changes to the conditions on approvals. <p>Keeps accurate records of notification of conditions.</p> <p>Responds to approval holder enquiries for WNSW customers arising from mass notification of conditions.</p> <p>Requests that DCCEEW Water applies or removes mandatory conditions required through the assessment process on approvals in relation to WNSW customers.</p> <p><u>Discretionary conditions:</u></p> <p>Applies discretionary conditions through the application assessment process on approvals for WNSW customers.</p>	<p>Delegated function</p> <p><u>Mandatory conditions:</u></p> <p>Develops mandatory conditions to give effect to rules in management plans, the WMA and the WMR.</p> <p>Reviews application of mandatory conditions at plan remake or amendment and identifies changes required to give effect to management plan rules.</p> <p>Adds or removes mandatory conditions to approvals when management plans commence or are amended or remade.</p> <p>Develops mass notification materials and provides these to WNSW.</p> <p>Adds or removes mandatory conditions required through the assessment process on approvals on request from WNSW or NRAR.</p> <p><u>Discretionary conditions:</u></p> <p>Develops and approves model discretionary conditions relating to and approvals.</p> <p>Develops discretionary conditions to support rules in management plans, the WMA and WMR, where applicable and applied in bulk to licences and approvals. For example, discretionary conditions to operationalise active management rules.</p> <p>Applies discretionary conditions which apply to approvals in bulk when management plans commence or are amended or remade.</p>	<p><u>Mandatory conditions:</u></p> <p>Advises DCCEEW Water and WNSW of changes needed to mandatory conditions to enable or improve enforceability.</p> <p><u>Discretionary conditions:</u></p> <p>Advises DCCEEW Water and WNSW of changes needed to discretionary conditions to enable or improve enforceability.</p>	<p>WNSW</p> <p>W08-02 - Consents management and licence conversion -</p> <p>OM66: Necessary changes to conditions are notified to the licence/approval holder within 6 months of the event requiring notification = 100%</p> <p>Applications - W09-01 - Water consents transactions</p> <p>OM72: Works and Use Approvals – applications determined within 60 days = 80%</p> <hr/> <p>DCCEEW</p> <p>W08-02 - Consents management and licence conversion -</p> <p>OM66: Rule changes are reviewed to identify whether condition changes are necessary within 3 months of the event requiring = 100%</p> <p>Applications - W09-01 - Water consents transactions</p> <p>OM72: Works and Use Approvals – applications determined within 65 days = 80%</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
		<p>Responds promptly to advice from NRAR about opportunity to improve mandatory or discretionary conditions to enable or improve enforceability of approval conditions. Responses may include undertaking amendments of approval condition or a commitment to consider the identified risk to enforceability and amendments to the condition as part of other programmed activities (e.g. next WSP remake).</p>	<p>Applies discretionary conditions through the application assessment process on approvals for DCCEEW customers.</p> <p>Responds promptly to advice from NRAR about opportunity to improve mandatory or discretionary conditions to enable or improve enforceability of approval conditions. Responses may include undertaking amendments of approval condition or a commitment to consider the identified risk to enforceability and amendments to the condition as part of other programmed activities (e.g. next WSP remake).</p>		NRAR
2.1.7	<p>Exemptions from requirement for water use approval or water supply work approval</p>	<p>Conferred function for WNSW customers – clauses 34(4), 39(1)(f)(ii), 39(5) of WMR</p> <p>Provides input on policy and rules regarding exemptions from approval requirements.</p> <p>Exercises functions in relation to exemptions as set out in the WMR.</p>	<p>Sets policy and rules regarding exemptions from approval requirements.</p> <p>Exercises functions in relation to exemptions as set out in the WMR.</p>	Provides input on policy and rules regarding exemptions from approval requirements.	
2.1.8	<p>Water management work approvals for works to be used for floodplain harvesting (This covers both water supply work approvals and flood work approvals. Some works will need both approvals.)</p> <p><i>It is the intention of the parties to this Agreement that certain functions relating to water management work approvals used for floodplain harvesting [as applicable] will be conferred on WNSW by an amendment to its Operating Licence.</i></p> <p><i>A Change Management Process endorsed by the Healthy Floodplains Project Implementation Group (Change Management Process) is currently underway through which floodplain harvesting corporate knowledge is being transitioned to WNSW and NRAR.</i></p>	<p>For the 5 northern valleys, assist DCCEEW Water with issuing of statements of approval and notices of determination, as agreed with DCCEEW Water.</p> <p>Once the work approvals are issued to landholders, WNSW will have responsibility for providing ongoing services to its customers in relation to these approvals as per tables 2.1 and 2.2. This will include applications to amend water supply works approvals with regard to floodplain harvesting across the 5 northern valleys. Floodplain harvesting approvals will be treated the same as any other type of approval. DCCEEW Water will provide an initial period of post-implementation support to WNSW in accordance with the Change Management Process.</p>	<p>Lead the issue of water supply work approvals to be used for floodplain harvesting until these work approvals are notified.</p> <p>The work required to be undertaken prior to handover of licensing accountability to WNSW and NRAR includes:</p> <ul style="list-style-type: none"> • site inspections, dealing with submissions, assessment and determination of applications, • issuing Statements of Approval and Notifications of Determination to landholders with assistance of WNSW. 		

#	Activity	WNSW Role	DCCEE Role	NRAR Role	WAMC output measures and performance indicators set by IPART
			<ul style="list-style-type: none"> establishing the rules to govern the ongoing management of water management work approvals used for floodplain harvesting in WSPs and the WMR. <p>Structures that require a flood work approval are not assessed by DCCEE Water and will not be included within the water supply work approval. Landholders will be required to apply for an amended water supply work approval to include that structure in that approval once a determination is made to grant a water supply work approval.</p> <p>Works on land where the landholder does not have a right of occupation will not be included in the water supply work approval. Landholder will be required to apply to WNSW for an amended approval when a right of occupation has been obtained.</p> <p>Once the work approvals are issued to landholders, DCCEE will have responsibility for providing ongoing services to its customers in relation to these approvals as per tables 2.1 and 2.2. The number of DCCEE floodplain harvesting customers is anticipated to be low (<10).</p>		

2.2 Works and use approvals – administration

#	Activity	WNSW Role	DCCEE Role	NRAR Role	WAMC output measures and performance indicators set by IPART
2.2.1	<p>Surrender</p> <p>Dealing with surrendered approvals in accordance with the WMA and WMR, including:</p> <ul style="list-style-type: none"> determining to refuse the surrender and notifying the approval holder of that determination, cancelling a surrendered approval, and 	<p>Conferred function for WNSW customers – sections 108(1), 108(1A), 108(3) of WMA; clause 30 of WMR</p> <p>Undertakes all 'surrender' tasks in relation to WNSW customers.</p>	<p>Delegated function</p> <p>Sets policy and rules regarding surrenders.</p> <p>Undertakes all 'surrender' tasks in relation to DCCEE customers.</p>		<p>WNSW</p> <p>DCCEE</p> <p>NRAR</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<ul style="list-style-type: none"> transferring the surrendered approval to the Minister or to another person. <p>Section 108 of WMA</p>				
2.2.2	<p>Suspension and cancellation</p> <p>Suspend or cancel approvals.</p> <p>Section 109 of WMA</p>	<p>Conferred function for WNSW customers - 109(1)(c), 109(2A) WMA (except that the power to suspend or cancel an approval, or to amend an approval to give effect to suspension or cancellation of part of an approval, may only be exercised on the grounds that fees, charges, interest or rates imposed in respect of the approval have not been paid)</p> <p>Conferred for all persons – 109(1) (but only to the extent that WNSW may suspend an approval for failure to pay fees and charges imposed by WNSW), 109(3), 109(4) WMA</p> <p>Undertakes all suspension and cancellation tasks for WNSW customers and, where the functions are conferred for all persons, for persons who are not WNSW customers.</p>	<p>Delegated function</p> <p>Sets policy and rules regarding suspensions and cancellations, except for compliance purposes.</p> <p>Undertakes all suspension and cancellation tasks for DCCEEW customers</p>	<p>Delegated function</p> <p>Undertakes suspension and cancellation tasks in accordance with the NRAR Act for compliance purposes.</p> <p>NRAR is to notify the relevant licensor (WaterNSW or DCCEEW) as soon as practical of any suspension or cancellation</p>	WNSW
					DCCEEW
					NRAR
2.2.3	<p>Amendment and extension</p> <p>Receive and determine applications for extension of approvals.</p> <p>Extend the period for which approval has effect.</p> <p>Receive and determine applications for amendment of approvals.</p> <p>Amend approvals.</p> <p>Sections 104, 105, 107 of WMA</p>	<p>Conferred function for WNSW customers – s104(4), 104(5), 105, 107(1), 107(1A), 107(6) WMA; cl 29(1), 29(2)(a) WMR.</p> <p>Undertakes all 'amendment and extension' tasks in relation to WNSW customers.</p>	<p>Delegated function</p> <p>Sets policy and rules regarding amendment and extension.</p> <p>Undertakes all 'amendment and extension' tasks in relation to DCCEEW customers.</p>	<p>.</p> <p>.</p>	WNSW
					W09-01 Water consents transactions
					OM73: Approvals Extensions – applications determined within 20 days = 80%
					DCCEEW
					W09-01- Water consents transactions
					OM73: Approvals Extensions – applications determined within 25 days = 80%

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
2.2.5	Customer transactions and service Name and address corrections. Change of holder (land events). Updating of approval Lot//DP information resulting from changes to land such as subdivision (land events). Water search (paid service). Customer enquiries, advice and assistance. Strategic customer service (improvements, benchmarking surveys).	Undertakes all 'customer transactions and service' tasks for WNSW customers. Refers enquires in relation to DCCEEW customers to DCCEEW as required.	Undertakes all 'customer transactions and service' tasks for DCCEEW customers. Manages all inquiries and service complaints in relation to DCCEEW customers.		WNSW W10-01-OM74: customer management Enquiries responded to within 24 hours = 90% OM75: Complaints resolved within 28 days = 90% Performance against 'Skyline' composite measure = Improvement of 2.5% per year. on 2021 level
					DCCEEW W10-01 – OM74: customer management Enquiries responded to within 24 hours = 90%
2.2.6	Managing approvals held by WAMC	Processes works and use approvals and dealing applications in accordance with tables 2.1 and 2.2.	Manages approvals held by WAMC.		

3. Entitlement conversion

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
3.1	Situations where entitlement conversion may be required include:	Conferred functions for all persons (relating to Access Register): s 71(1), 71A(2), cl 19 of Sch 10, WMA	Prepares WNSW for commencement of new or amended plan, including:	Notifies WNSW of any errors in conversion and requests rectification.	WNSW W08-02 Consents management and licence conversion OM66:

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<ul style="list-style-type: none"> on commencement of WSPs, when proclamations are made to the effect that the WMA applies to water sources, or particular access licence categories or a new approval type; , on commencement of FMPs, changes resulting from re-make or amendment to WSPs or FMPs. <p>Data cleansing of <i>Water Act 1912</i> licences prior to conversion to an access licence under the WMA including details on Lot/DP and holders to commence ownership verification process.</p> <p>Tasks involved in converting licences are as follows:</p> <ul style="list-style-type: none"> set up WSP/water source/management zone configuration and naming in WLS, prepare upload files of <i>Water Act</i> licences for conversion, activate WSP/water sources/management zones in WLS, link all licences for conversion to WSP/water source/management zone, conversion program run in WLS once WSP commences, resolve any data issues, WAL listed on Water Access Licence Register, verification of licence holder/s, confirming tenancy arrangements of licence holders, registration of security interest/s, WAL certificate released. 	<p>Conferred function for WNSW customers only (relating to Access Register): s 87B, WMA</p> <p>Undertakes the data cleansing of holders of <i>Water Act 1912</i> licences prior to conversion.</p> <p>Undertakes all tasks in WLS to set up new or amended WSP.</p> <p>Notifies LRS of changes to WSP, as follows:</p> <ul style="list-style-type: none"> provides instruction to LRS on changed/new WSP, water source, management zones and WSP/water source/management zone relationship for LRS database, provides formal instruction to LRS. <p>Prepares Water Accounting System for changes.</p> <p>Converts licences to WMA approvals and access licences as applicable.</p> <p>For licences issued under the <i>Water Act 1912</i>, where a WSP commences under the WMA:</p> <ul style="list-style-type: none"> check WAL is listed on Access Register, verify that holders and land title owners match, check for co-holders, check for security interests, release WAL certificate, register dealings. 	<ul style="list-style-type: none"> notifying WNSW of changes required as result of the WSP changes, providing list of <i>Water Act 1912</i> licences to be converted. <p>Notifies WNSW of changes to WSP to prepare LRS for commencement.</p> <p>Provides formal notification to amend Water Access Licence Register and to lodge instructions with LRS.</p>		<p>Necessary changes to conditions are notified to the licence/approval holder within 6 months of the event requiring notification = 100%</p> <hr/> <p>DCCEEW</p> <p>W08-02 Consents management and licence conversion</p> <p>OM66:</p> <p>Rule changes are reviewed to identify whether condition changes are necessary within 3 months of the event</p> <p>requiring = 100%</p> <hr/> <p>NRAR</p>

4. Other licences and approvals

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
4.1	<p>Drillers licences and Form A (bore construction forms)</p> <p>Issue of drillers licences under section 118A of the <i>Water Act 1912</i>.</p> <p>Input of "Form A" submitted by drillers into Hydstra GW.</p> <p>Section 118A of <i>Water Act 1912</i></p>	<p>Conferred function for WNSW customers – section 118A <i>Water Act 1912</i></p> <p>Undertakes all 'drillers licences and Form A' tasks in relation to WNSW customers.</p> <p>Updates the forms and data collection processes in line with requirements agreed between WNSW and from DCCEEW Water.</p> <p>Ensures all data required by DCCEEW Water is captured in the Form A and licensing information.</p> <p>Updates processes to implement changes in policy and legislation.</p> <p>Once drillers portal is fully operational, enters 100% of Form As into the database within 2 weeks of receipt.</p>	<p>Delegated function</p> <p>Provides advice/support to WNSW on technical matters related to capture of the driller's information.</p> <p>Audits WNSW data capture.</p> <p>Alerts NRAR of potential licence breaches .</p> <p>Supports WNSW technically on policy changes.</p> <p>Liaises with WNSW on the requirements of, and communications with, the drillers association.</p>		WNSW
					DCCEEW
					NRAR
4.2	<p>Notification by WAMC that water from artesian well no longer available and charges under Part 5 of <i>Water Act 1912</i> no longer payable</p> <p>Section 122A of <i>Water Act 1912</i></p>	<p>Conferred function for WNSW customers – s.122A <i>Water Act 1912</i></p>	<p>Delegated function</p>		
4.3	<p>Part 8 controlled work (repealed <i>Water Act 1912</i> (NSW) provision)</p> <p>Assessing applications for non-converted approvals</p>	<p>Supports and assists DCCEEW Water where required and agreed.</p>	<p>Delegated function</p> <p>Undertakes all 'Part 8' tasks for all persons</p> <p>Upon request provides Part 8 application documentation to WNSW when WNSW receives an application to amend a flood work approval that was converted from a Part 8 approval.</p>		
4.4	<p>Group licences under the <i>Water Act 1912</i></p>	<p>Conferred functions for all persons – ss 20K, 20L, 20M, 20N, 20Q, 20S, 20T, 20U <i>Water Act 1912</i></p>	<p>Delegated function</p> <p>n/a</p>	n/a	

#	Activity	WNSW Role	DCCEE Role	NRAR Role	WAMC output measures and performance indicators set by IPART
		<i>There are no group licences remaining under the Water Act 1912.</i>			
4.5	<p>Controlled activity approvals</p> <p>Applications, determinations, imposition of condition, amendment, extension and all related statutory and administrative functions and tasks.</p> <p>Sections 91-109 of WMA</p>	N/A	<p>Delegated function</p> <p>Sets policy and rules regarding controlled activities.</p> <p>Undertakes all controlled activity approvals tasks, including:</p> <ul style="list-style-type: none"> receiving applications, assessing whether application valid, checking application against statutory requirements. <p>Assesses and determines applications within 45 days of receipt of application.</p> <p>Notifies applicant via email (in future, notification will occur via e-portal).</p>		<p>DCCEE</p> <p>Current KPI is CCA determined within 45 days. This is not an IPART OM.</p>
4.6	<p>Integrated development assessments under <i>Environmental Planning and Assessment Act 1979</i></p> <p>Assessing integrated development referrals and providing or refusing to provide general terms of approval, in respect of water use approvals, water management work approvals and controlled activity approvals.</p> <p><i>Environmental Planning and Assessment Act 1979, Division 4.8</i></p>	<p>Receives integrated development applications in respect of water use approvals and water management work approvals, including the following steps:</p> <ul style="list-style-type: none"> application received from Council via Planning portal email received to the Region inbox, payments are receipted, check application is complete and valid, transfer documents from Planning Portal to WLS. 	<p>Receives request for technical support from WNSW via WAMS for groundwater or via email for surface water/Planning.</p> <p>Provides advice on minimum harm and on licensing volume requirements associated with integrated developments applications, including:</p> <ul style="list-style-type: none"> technical support for consistency in applying relevant legislation and policy, assessment on the localised and overall impact to hydrology and water dependent ecosystems on confirming groundwater (and surface water induced) licensing volumes requirements, 		<p>WNSW</p> <hr/> <p>DCCEE</p> <p>Current KPIs</p> <p>IDAS assessment complete and notified within 40 days (not an IPART KPI)</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
		<p>Assesses and determines applications, including the following steps:</p> <ul style="list-style-type: none"> desktop assessment (e.g. water management principles, mapping of coordinates, water sharing plan rules, AHIMs, minimal harm, etc.), make hydrogeological assessment referral through WAMS (note triage process agreed with DCCEEW Water), native title notification or other steps to comply with the <i>Native Title Act 1993</i> (Cth), determine application. <p>Notifies, as follows:</p> <ul style="list-style-type: none"> notify council of decision, where general terms of approval are provided, provide those terms from suite agreed with DCCEEW Water. <p>Updates WLS.</p>	<ul style="list-style-type: none"> providing response to WNSW. <p>Receives applications in relation to controlled activity approvals, including the following steps:</p> <ul style="list-style-type: none"> receive application, assess whether the application is valid, check application against statutory requirements. <p>Assesses and determines applications within 45 days of receipt of application.</p> <ul style="list-style-type: none"> Notifies council (via e-planning portal). Updates WLS. 		NRAR
4.7	State significant development / State significant infrastructure - pre-approval				
4.7.1	<p>Secretary's environmental assessment requirements</p> <p><i>Environmental Planning and Assessment Act 1979</i>, Division 4.7 (State significant development) and Division 5.2 (State significant infrastructure)</p>	n/a	<p>Assessment Coordination:</p> <ul style="list-style-type: none"> receive referral, register/lodge in CM9 & Tracking sheet, provide response to DPHI. <p>Science:</p> <ul style="list-style-type: none"> receive request for technical support from NRAR via WAMS for GW email for SW/Planning. 		<p>DCCEEW</p> <hr/> <p>NRAR</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
4.7.2	Review environmental impact assessments (EIS)	n/a	<p>Assessment Coordination:</p> <ul style="list-style-type: none"> • receive referral, • register/lodge in CM9 & Tracking sheet, • workflow to entities, • compile responses from entities, • provide response to DPHI. <p>Science:</p> <ul style="list-style-type: none"> • technical support for consistency with relevant Acts/policy, • assessment on the localised and overall impact to hydrology and water dependent ecosystems, • review EIS against WSP rules, suitability of water models, draw down, impact of aquifer interference against Aquifer Interference Policy and controlled activity approval guidelines, • recommend conditions or request further information, • pre-approval consultation/liaison, • provides response to DPHI. 		DCCEEW
4.7.3	Respond to submissions	n/a	<p>Assessment Coordination:</p> <ul style="list-style-type: none"> • receive referral, • register/lodge in CM9 & Tracking sheet, • workflow to entities, • compile responses from entities, • provide response to DPHI. <p>Science:</p> <ul style="list-style-type: none"> • check that the response to submissions addresses issues identified at EIS stage, • provide response to Co-ordination. 		DCCEEW NRAR
4.7.4	Draft conditions	Review draft conditions prepared by DPHI, on request.	Review draft conditions prepared by DPHI, on request.		

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
4.7.5	Assist Independent Planning Commission (IPC)	Attend meeting with IPC and DPHI staff to discuss planning application and assessment matters, on request .	Attend meeting with IPC and DPHI staff to discuss planning application and assessment matters, on request.		
4.8	State significant development / State significant infrastructure - post -approval.	If proposal is in a water catchment, assess impact on water supply catchment area.	<p>Receive submissions via Major Projects Portal</p> <p>Undertake review and assessment against water management concerns</p> <p>If required, coordinate any combined meetings, input or advice.</p> <p>Host regular coordination meetings with NRAR to reduce duplication or inconsistency.</p> <p>Lead the development of any guidelines or procedures relating to post-approval consultation.</p> <p>Submit advice via Major Projects Portal.</p>		WNSW
					DCCEEW
					NRAR
4.9	Designated development				
4.9.1	Secretary's environmental assessment requirements (SEARs) <i>Environmental Planning and Assessment Act 1979, Division 4.3</i>	n/a	n/a		NRAR
4.9.2	Review environmental impact assessments (EIS)	If proposal is in a water catchment, assess impact on water supply catchment area.	<p>Technical support for consistency with relevant Acts/policy.</p> <p>Includes assessment on the localised and overall impact to hydrology and water dependent ecosystems, assessment of suitability against management plans etc.</p> <p>Provides response DPHI.</p>		WNSW
					DCCEEW
					NRAR
4.9.3	Respond to submissions	n/a	n/a	n/a	

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
4.10	Planning advice and review environmental factors <i>Environmental Planning and Assessment Act 1979, Part 5</i>	Provides planning advice if development is in, under or near water catchment area.	Technical support for consistency with relevant Acts/policy. Provides response to NRAR/WNSW.		WNSW
					DCCEEW
					NRAR

5. Metering and water take measurement

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
5.1	Metering and other forms of water take measurement Developing metering related rules and policy settings. Implementing metering related rules and policy settings . Administering metering related rules, including: <ul style="list-style-type: none"> install, test & remove metering equipment (function of WAMC): s 372A(1) WMA, maintain, repair, modify, replace & operate metering equipment in circumstances described in cl 258 of WMR (function of WAMC): s 372A(2) WMA, approve the manner and notification of an approved manner on a publicly available website maintained by Water NSW for manner approved under clause listed in Table A.12 of Operating Licence: cl 3(1), WMR, receive notification of each measurement period for an approved work under floodplain harvesting licences and approve the form for that notification: cl 238E(1) WMR approve the form for recording matters required under cl 238G(1) WMR and 	Conferred functions: (a) For all customers - <p style="text-align: center;">ss 372A(1), 372A(2) WMA</p> <p style="text-align: center;">cll 3(1), 238E(1), 238G(1), 238G(2), 238L(1), 238L(2), 238L(3), 238L(4)(a), 238L(5), 238L(7), 238P(1)(a), 238Q(b), 238R(c), 238S(2), 238T(3), 238V(2)(c), 238V(3), 241, 242(2), 242(3), 242(4), 242(5), 243(3), 243(5), 243(7), 244(2)(a), 244(2)(b), 244(2B), 244A(2), 244A(34), 250(2A)(b), 250(2B), 250(2C), 258(2), 258(3), Sch 8, cl 8(3), Sch 8, cl 8(4)(b), Sch 8, cl 9(2)(b), Sch 8, cl 9(5), Sch 8, cl 9(6)(b) WMR</p> <p style="text-align: center;">ss 20AC and 117D, Water Act 1912</p> (b) For WNSW customers only – <p style="text-align: center;">s 326(1) WMA, s 20AE Water Act 1912</p> Determines water take, by reading meters, using surrogates or relying on allocations; manages data; determines take for all NSW water users. Uses meter information and water take data to update accounts. Provides water take data for the purposes of DCCEEW Water's regulatory and resource management function.	Delegated function Stewards the policy settings for non-urban metering and floodplain harvesting measurement. Oversees and coordinates implementation and continuous improvement of non-urban metering and floodplain harvesting measurement. Sets standards and outputs (including policies) for water take measurement. Utilises the water take measurement data for surface and groundwater for effective management of water resources of NSW including, but not limited to, reporting usage against the national water accounts under section 71 of the <i>Water Act 2007</i> (Cth). Leads engagement with 'water users' and suppliers of metering goods and services on policy settings and implementation. Stewards market engagement framework for suppliers of telemetry and metering goods and services. Manages and reports against external metering-related commitments and agreements, such as the Murray Darling Basin Compliance Compact.	Delegated function Makes directions to install, replace, use & maintain metering equipment for all water users, under s 326(1) of the WMA.	WNSW W03-01 – Water take data collection The electronic and manual collection, transmission and initial recording of water take data from licence holders for unregulated and groundwater sources; and the operation and maintenance of government owned meter and telemetry facilities. Output measures and performance indicators To be confirmed following review of metering strategy. W03-02 Water take data management and reporting (The data management and reporting of water take for unregulated and groundwater sources including compilation, secure storage, management and publishing of data to authorised parties.) Output measures and performance indicators To be confirmed following review of metering strategy.

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>receive copies of such records: cl 238G(1)-(2) WMR</p> <ul style="list-style-type: none"> • adopt storage curve for nominated approval works, receive notifications of inaccurate storage curves, approve the form for submitting, and receive, revised storage curves; give notice as to whether revised storage curve will or will not be adopted: cl 238L(1)-(4)(a), (5),(7) WMR, • approve form for certificates referred to in clauses 238M-238O: cl 238P(1)(a) WMR, • receive records of last available reading before faulty metering equipment and first available reading of secondary device: cl 238Q(b) WMR, • receive records required under clause 238R and approve form for such records: cl 238R(c) WMR, • Receive copies of certificates referred to in cl 238S(1)(a): 238S(2) WMR, • receive report of matters set out in clause 238T(3) and approve form for such records: cl 238T(3) WMR, • receive notification of measurement period beginning and end dates, and readings taken under clause 238V(2)(b): 238V(2)(c) WMR, • approve form for notification under clause 238V(2)(c): cl 238V(3) WMR, • receive notice that metering equipment is faulty and approve the form and manner in which that notice is to be given: cl 241, WMR, • direct person to record information when taking water while metering equipment faulty: cl 242(2), WMR, • approve form and manner for such information: cl 242(3), WMR, • direct person to use alternative means to determine quantity of water taken; 	<p>Obligations and requirements in relation to the provision of that data will be documented in a Services Schedule.</p> <p>Receives and provides access to metering-related information from water users and duly qualified persons, including:</p> <ul style="list-style-type: none"> • operating systems that allow water users, or their agents, to submit documentation that demonstrates they are compliant with the non-urban metering and floodplain harvesting measurement rules, • operating systems that allow duly qualified persons, such as meter installers, to register telemetry devices against works approvals information, • downloading data from metering equipment without telemetry, • operating a telemetry data acquisition system that receives water take information from water users with telemetry devices, • operating a system that allows water users without telemetry to manual report their water take, • using meter information and water take data to update accounts, • providing access to the data and services relating to the NSW non-urban water metering framework to DCCEEW Water and NRAR, • receiving notifications of faulty meters and (for water users who are subject to manual reporting requirements) intentions not to take water for a given period, • dealing with requests to tag works as inactive or de-link them from access licences (to bring them within an exemption under the metering rules). <p>Assesses new telemetry and data logging against technical standards, in line with NSW's market engagement policy for metering and floodplain harvesting measurement equipment.</p> <p>Identifies and provides input to DCCEEW Water on existing and emerging technical, operational and policy issues relating to metering.</p>	<p>Deals with requests for Ministerial exemptions under the non-urban metering and floodplain harvesting measurement rules.</p> <p>Applies and manages mandatory conditions to give effect to statutory rules relating to metering.</p>		<p>DCCEEW</p> <p>NRAR</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>approve form and manner of recording such information: cl 242(4), WMR,</p> <ul style="list-style-type: none"> • receive copy of records required under cl 242; approve manner in which records to be provided: cl 242(5), WMR, • receive notification that metering equipment cannot be repaired within prescribed period; receive applications for extension; approve form & manner of notification: cl 243(3), WMR, • determine whether extension for repairs should be given; give notice accordingly: cl 243(5), WMR, • receive information about repairs to metering equipment; approve form and manner of such information: cl 243(7), WMR, • approve form and manner of record referred to in cl 244(2)(a): cl 244(2)(a), WMR, • approve form and manner of record referred to in cl 244(2)(b): cl 244(2)(b), WMR, • approve form and manner of giving record under cl 244(2)(a) & receive such record: cl 244(2B), WMR, • receive report from holder of authority as described in cl 244A(2): cl 244A(2), WMR, • approve form and manner of report described in cl 244A(2): cl 244A(34), WMR, • approve form and manner of record made under cl 250: cl 250(2A)(b), WMR, • approve form and manner of record made under cl 250(1)(a), (b) or (c) and receive such record: cl 250(2B), WMR, • approve form and manner of record referred to in cl 250(2C) and receive such record: cl 250(2C), WMR, 	<p>Leads 'customer' focused metering related communications, including bulk mail outs of updated licence conditions and information about metering and measurement reforms.</p>			

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<ul style="list-style-type: none"> • modify metering equipment: cl 258(2) WMR, • maintain, repair, modify, replace and operate metering equipment that is either metering equipment of a kind referred to in cl 258(3): cl 258(3) WMR, • receive a report from a person who intends to rely on clause 8 of Schedule 8 setting out the steps taken in relation to the metering equipment: Sch 8, cl 8(3), WMR, • approve the form and manner of a report referred to in clause 8(3) of Schedule 8: Sch 8, cl 8(4)(b), WMR, • receive written certification as to the matter set out in clause 9(2)(b): Sch 8, cl 9(2)(b), WMR, • receive a report from a person who intends to rely on clause 9 of Schedule 8, setting out the steps taken in relation to the metering equipment: Sch 8, cl 9(5), WMR, • approve the form and manner of a report referred to in clause 9(5) of Schedule 8: Sch 8, cl 9(6)(b), WMR, • approve taking of water when work not connected to meter or measuring device; approve a water meter or other measuring device; consent to interference with a meter or measuring device: s 20AC, <i>Water Act 1912</i>, • provide consent for interfering with metering device, authorise persons to enter land and dismantle for inspection metering devices for the purpose of ascertaining whether an offence has been committed: s 117D, <i>Water Act 1912</i>, • make directions to install, replace, use & maintain metering equipment: s 326(1) WMA, • authorise persons to enter on any land and dismantle for inspection a water meter or other measuring device that is 				

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>on the land and is connected to a work constructed or used for taking water from a water source which is subject to a volumetric water allocation scheme (function of WAMC): s 20AE, <i>Water Act 1912</i>.</p> <p>Utilising metering related information.</p>				
5.2	<p>Management of State-owned meters</p>	<p>Ensures State-owned meters meet the relevant standards under the non-urban metering rules.</p>	<p>Sets standards for state-owned meters under the non-urban metering rules.</p>		<p>WNSW</p> <p>W03-01 – Water take data collection The electronic and manual collection, transmission and initial recording of water take data from licence holders for unregulated and groundwater sources; and the operation and maintenance of government owned meter and telemetry facilities.</p> <p>Output measures and performance indicators</p> <p>To be confirmed following review of metering strategy.</p> <p>W03-02 Water take data management and reporting (The data management and reporting of water take for unregulated and groundwater sources including compilation, secure storage, management and publishing of data to authorised parties.)</p> <p>Output measures and performance indicators</p> <p>To be confirmed following review of metering strategy.</p> <p>DCCEEW</p> <p>NRAR</p>
5.3	<p>By order published in the NSW Government Gazette, approve a gauge of a type or design, as an approved river gauge, for the purpose of measuring the level or flow of water in a river or lake</p>	<p>Conferred function (not limited to WNSW customers) – s 367(5), WMA</p>	<p>Delegated function</p>		

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	Section 367(5) of WMA				

6. Water monitoring and modelling

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
6.1	<p>Construct, maintain and operate water management works, gauging stations and other monitoring equipment, conduct research, collect information and develop technology in relation to water management</p> <p>(function of WAMC)</p> <p>s 372(1) WMA</p>	<p>Conferred function for all persons - 372(1)(a),(a1), (b) and (c)</p>	<p>Delegated function</p> <p>Design the program of monitoring to answer the operational questions posed by the Government direction or the longer term agreed strategic direction.</p> <p>Report on the outcomes either through model runs, scientific interpretation or evaluation programs to inform plans policy and strategy in an effort to manage the water resources for the State.</p> <p>Undertaking projects to reduce erosion and salinity effects and restore riverbank stability.</p>	<p>Uses WNSW and DCCEEW Water supplied hydrometric and other data (flows, levels, capacities, volumes) but does not participate in the operation or management of these networks</p>	WNSW
					DCCEEW
					<p>W07-01 Water management works -the undertaking of water management works to reduce the impacts arising from water use or remediate water courses</p> <p>Output measure (OM64) Length of river remediated Output = 12km Performance indicators High priority areas of erosion identified and remediated = 90% Channel capacity at Tumut = >=9,200 ML/day</p> <p>Output measure (OM65) Rolling three-year average of salt diverted from the Murray River system = >50,000 t/year Performance indicator</p> <p>Maintain net credit (EC) balance for NSW on the BSM2030 Salinity Register = >20 EC</p>
	NRAR				

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
6.2	Water quality monitoring (surface water and groundwater)	<p>Conferred function for all persons - 372(1)(a),(a1), (b) and (c) of WMA</p> <p>Operates and maintains monitoring networks for the benefit of the State of NSW, NSW government agencies, Commonwealth government agencies, the public and the environment.</p> <p>Maintains water monitoring assets and collects water quality data.</p> <p>Provides infield water quality monitoring and data for the purposes of:</p> <ul style="list-style-type: none"> water users' and the general public's benefit, its own functions, DCCEEW Water's regulatory and water resource management function. Obligations and requirements in relation to the provision of that data will be documented in one or more Services Schedules. <p>Responds to water quality monitoring and sampling requests from DCCEEW Water, other Government agencies or third parties to support specific (non-routine) water resource management requirements across NSW, including providing water quality data and additional water quality sampling. Where the parties agree and the services are not already funded by the WAMC Price Determination Funding, WNSW may charge for those services. Obligations and requirements in relation to the such services will be documented in one or more Services Schedules.</p> <p>Specialist water quality functions and responsibilities in Greater Sydney under the <i>Water NSW Act 2014</i>.</p> <p>Provides groundwater monitoring for the following purposes:</p> <ul style="list-style-type: none"> routine, groundwater level or pressure monitoring for general network and program specific network, routine groundwater quality monitoring for general network and program specific network, routine groundwater take monitoring for setting the available groundwater determinations on 1 July of each water year, event, emergency, incident and one-off monitoring for any of the above services, 	<p>Delegated function</p> <p>Develops a State-wide water quality management framework for all of the NSW Government.</p> <p>Sets monitoring requirements and quality standards for the evaluation and reporting of WSP and water resource plan outcomes and for the evaluation of flow events.</p> <p>Provides:</p> <ul style="list-style-type: none"> strategic advice on water quality, technical guidance on groundwater data to WNSW, strategic direction on water quality management and planning in NSW, reports on monitoring and evaluation of water quality, feedback on event management and other flow management episodes, options analysis for fit-for-purpose use of the water resource. (salinity, nutrient status, etc), assessment of risks to water quality in order to set appropriate water plan objectives, assessment of the success of meeting the objectives of WSPs and water resource plans, advice to inform actions under the NSW Extreme Events Policy and the Incident Response Guides, support on specific programs such as the salinity Joint Venture Programs with the Murray Darling Basin Authority (e.g. salt interception schemes) or the GABSI program with the Commonwealth, and assessment and management of the saltwater interface on coastal areas, aquifer contamination, urban groundwater flow management (dewatering, mounding). <p>Builds the resource knowledge on the State's groundwater resources and its evolution over time (quantity, quality, aquifer characteristics) to inform local impact management areas, review impacts from mining developments,</p>	<p>Under the NRAR Act, NRAR has no direct responsibilities regarding water quality monitoring or enforcement.</p> <p>However, NRAR may require access to water quality data and associated records relevant to an ongoing investigation. This is because it may be the case that water quality data provides supporting context for hydrometric data or can be used to infer activity or behaviours or describe harm of an offence.</p>	<p>WNSW</p> <p>W01-03 - Surface water quality monitoring</p> <p>The provision of a surface water quality monitoring program; including design, sample collection, laboratory testing and analysis, test result quality assurance to accepted standards, and test result encoding to make it available for data management and reporting.</p> <p>Note: WNSW revised description at page 178 of submission</p> <p>Output measure (OM3)</p> <ul style="list-style-type: none"> Number of sites visited per year to collect water quality samples: Forecast = 125 <p>Output measure (OM4)</p> <ul style="list-style-type: none"> Number of tests undertaken per year: Forecast = 26,750 <p>Performance indicator</p> <ul style="list-style-type: none"> % compliance against monitoring program requirements = 98% <p>W01-02 - Surface water data management and reporting</p> <p>The data management and reporting of surface water quantity, quality and biological information; including compilation, secure storage, management and publishing of data to customers, stakeholders and the general public.</p> <p>Note: WNSW revised description at page 178 of submission</p> <p>Output measure (OM2)</p> <ul style="list-style-type: none"> Number of sites subject to data management: Forecast = 437 <p>Performance indicator</p> <p>% of sites where data is available within three hours = 90%</p> <p>W01-02 - Surface water data management and reporting (see above)</p> <p>W02-02 - Groundwater quality monitoring</p> <p>The provision of a groundwater quality monitoring program; including design, sample collection, laboratory testing and analysis, test result quality assurance to accepted standards,</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
		<ul style="list-style-type: none"> groundwater monitoring data management, quality control, validation and distribution, and groundwater assets management. <p>Manages:</p> <ul style="list-style-type: none"> its surface water monitoring networks, surface water quality monitoring programs, groundwater quality network assets including maintenance, and the collection and archiving of surface and groundwater quality data. <p>Advises DCCEEW Water of material changes to the monitoring networks.</p> <p>Consults with DCCEEW Water on any decision to close relevant assets.</p> <p>Provides data quality processing. Obligations and requirements in relation to the provision of that data will be documented in one or more Services Schedules.</p> <p>Develops technical procedures in line with Industry Standards or as approved by DCCEEW Water to carry out the data quality acquisition programs and the data management.</p> <p>Ensures that the outputs of the surface and groundwater monitoring networks meet the requirements of DCCEEW Water's water quality regulatory and water resource management function. Obligations and requirements in relation to those outputs will be documented in one or more Services Schedules.</p> <p>Provides DCCEEW with access to water quality monitoring data in accordance with the Agreement and any relevant data sharing agreement that is entered into following the date on which the Agreement commences.</p> <p>Makes water quality monitoring available to DCCEEW and NRAR free of charge, where WNSW receives funding through IPART pricing determinations to collect that data.</p> <p>In circumstances where WNSW collects water quality monitoring data using funding provided by a third party and provided always that all relevant third parties have authorised WNSW to give</p>	<p>water bottling applications or to inform long term planning for drought and rising sea levels.</p> <p>Sets standards and outputs for:</p> <ul style="list-style-type: none"> water quality monitoring and sampling, and water quality information capture and storage. <p>Obligations and requirements in relation to those standards and outputs will be documented in one or more Services Schedules.</p>		<p>and test result encoding to make it available for data management and reporting.</p> <p>Output measure (OM16)</p> <ul style="list-style-type: none"> Number of sites visited per year to collect water quality samples: Forecast = 163 (excludes coal seam gas monitoring sites) <p>Output measure (OM17)</p> <ul style="list-style-type: none"> Number of samples undertaken per year: Forecast = 360 (excludes coal seam gas monitoring sites) <p>Performance indicator</p> <ul style="list-style-type: none"> % compliance against monitoring program requirements = 98% <p>W02-03 - Groundwater data management and reporting</p> <p>The data management and reporting of groundwater quantity and quality information; including compilation, secure storage, management and publishing of data to customers, stakeholders and the general public</p> <p>Output measure (OM18)</p> <ul style="list-style-type: none"> Number of sites subject to data management: Forecast = 4,384 (excludes coal seam gas monitoring sites) <p>Performance indicator</p> <ul style="list-style-type: none"> % of sites where data is available daily = 90% <p>DCCEEW</p> <p>W01-05 Surface water ecological condition monitoring</p> <p>The provision of a surface water ecological condition monitoring system to assess the health of water sources; including design and application based on the River Condition Index for rivers, flood plains and wetlands.</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
		<p>DCCEEW and NRAR access to that data, it will make that data accessible to DCCEEW and NRAR free of charge.</p> <p>Manages and maintains the water quality databases (such as Hydstra and a database previously known as Kiwqm as at June 2021, noting these may change over time) for the storage and archiving of water quality data collected by WNSW.</p> <p>Provides DCCEEW Water with free and unfettered access to those databases.</p> <p>Manages:</p> <ul style="list-style-type: none"> • access to monitoring infrastructure by third parties, • asset register, for which all data including equipment specifications is available to DCCEEW Water, and • data collected from the public monitoring network from third parties. <p>Delivers water monitoring information to the Bureau of Meteorology as per the requirements of the <i>Water Act 2007</i> (Cth) and works to ensure efficient processes.</p> <p>Reports to DCCEEW Water on monitoring activities. Obligations and requirements in relation to such reporting will be documented in one or more Services Schedules.</p> <p>Unless otherwise specified, these functions are to be carried out to an applicable Australian or industry standard.</p>			<p>Output measure (OM6) Update of River Styles database undertaken to support WSP development. Measure by number of plans: Output = 50% Performance indicator Update of River Styles completed in time for WSP evaluation = 100%</p> <p>Output measure (OM7) Update of RCI undertaken to support WSP development. Measure by number of plans: Output = 50%</p> <p>Performance indicator Update of RCI completed in time for WSP evaluation = 100%</p> <p>Output measure (OM8) Update of WaQI undertaken to support WSP development. Measure by number of plans: Output = 50%</p> <p>Performance indicator Update of WaQI completed in time for WSP evaluation = 100%</p> <p>Output measure (OM9) Coverage of river and groundwater HEVAE extended to coastal WSP areas</p> <p>Performance indicator River and groundwater HEVAE extended to cover coastal WSP areas in time for plan evaluation = 100%</p> <p>Output measure (OM10) Coverage of river and groundwater HEVAE extended to coastal WSP areas</p> <p>Performance indicator River and groundwater HEVAE extended to cover coastal WSP areas in time for plan evaluation = 100%</p> <p>Output measure (OM11) WaQI extended to coastal WSP areas Performance indicator WaQI extended to cover coastal WSP areas in time for plan evaluation = 100%</p> <p>Output measure (OM12) WaQI incorporated into the RCI</p> <p>Output measure (OM13) River Styles, WaQI, RCI and HEVAE available on DCCEEW website</p> <p>Output measure (OM14) Technical reports for HEVAE and WaQI peer reviewed and published on DCCEEW website</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
					<p>Performance indicator Technical reports for HEVAE and WaQI updates peer reviewed and published on DCCEEW website within 3 months of completion = 100%</p>
					NRAR
6.3	Water quantity monitoring (surface water and groundwater)	<p>Conferred function for all persons - 372(1)(a),(a1), (b) and (c) of WMA</p> <p>Provides infield water quantity monitoring including water levels, flow and pressure for the purposes of:</p> <ul style="list-style-type: none"> water users' and the general public's benefit, its own functions, DCCEEW Water's regulatory and water resource management function (obligations and requirements in relation to that monitoring will be documented in one or more Services Schedules), and responding to water quantity monitoring requests from DCCEEW Water, other Government agencies or third parties to support specific (non-routine) water resource management requirements across NSW, including providing water quantity data and additional water quantity monitoring. Where applicable may charge for those services. Obligations and requirements in relation to those services will be documented in one or more Services Schedules. <p>Provides groundwater monitoring for the following purposes:</p> <ul style="list-style-type: none"> routine, groundwater level or pressure monitoring for general network and program specific network, routine groundwater take monitoring for setting the available groundwater determinations on 1 July of each water year, event, emergency, incident and one-off monitoring for any of the above services, 	<p>Delegated function</p> <p>Provides:</p> <ul style="list-style-type: none"> long term analysis and advice on water quantity including water levels, flow and pressure, technical guidance on groundwater data to Water NSW, direction on water quantity management and planning in NSW, water access indicators within WSPs, expert surface water advice, as limited by that held within DCCEEW Water, as required to effectively carry out monitoring functions to meet NSW surface water management requirements, water resources assessments and imposes water restrictions, evaluation and protection of environmental and social values of the resources, assessment of groundwater trades and bore approval applications, and implementation of water sharing plan rules including the setting of available water determinations. <p>Reports:</p> <ul style="list-style-type: none"> on long term analysis of monitoring and evaluation of water quantity, against minimum flow requirement, and monitors river salinity in the Murray Darling Basin. <p>Sets standards and outputs for:</p>	<p>Under the NRAR Act, NRAR has no direct responsibilities regarding water quantity monitoring or enforcement.</p> <p>However, NRAR may require access to water quantity data and associated records relevant to an ongoing investigation. This is because it may be the case that water quantity data provides supporting context for hydrometric data or can be used to infer activity or behaviours and describe harm of an offence.</p>	<p>WNSW</p> <p>W01-01 - Surface water quantity monitoring</p> <p>The provision of a surface water quantity monitoring system; including design, station calibration, data collection, processing, encoding, quality assurance and archiving from the networks of water monitoring stations; the delivery of near real time height and/or flow data from all telemetered sites to the corporate database; and the maintenance and operation of surface water monitoring stations.</p> <p>Output measure (OM1)</p> <ul style="list-style-type: none"> Number of water monitoring sites: Forecast = 437 <p>Performance indicators</p> <ul style="list-style-type: none"> Sites in acceptable condition % of replacement cost of monitoring sites in condition grade two or better = 95% % of level data with a quality code better than 40 = 95% <p>W01-02 - Surface water data management and reporting (see above)</p> <p>Output measure (OM2)</p> <ul style="list-style-type: none"> Number of sites subject to data management: Forecast = 437 <p>Performance indicator</p> <ul style="list-style-type: none"> % of sites where data is available within three hours = 90%

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
		<ul style="list-style-type: none"> groundwater monitoring data management, quality control, validation and distribution, and groundwater assets management. <p>Manages:</p> <ul style="list-style-type: none"> its surface water and groundwater monitoring networks, water quantity monitoring programs, and the collection and archiving of surface and groundwater level, pressure and artesian flow data. <p>Advises DCCEEW Water of material changes to the monitoring networks.</p> <p>Provides data in a useful and usable format in consultation with DCCEEW Water.</p> <p>Maintains consistency with ISO 55001:2014 Asset management.</p> <p>Maintains consistency with ISO9001:2015 Quality management Systems, including appropriate technical procedures in consultation with DCCEEW Water for data collection and management.</p> <p>Ensures that the outputs of the surface and groundwater monitoring networks meet the requirements of DCCEEW Water's water quantity regulatory and water resource management function. Obligations and requirements in relation to those outputs will be documented in one or more Services Schedules.</p> <p>Manages and maintains the water quantity databases for the storage and archiving of water quantity data collected by WNSW.</p> <p>Provides DCCEEW Water with free and unfettered access to those databases.</p> <p>Manages:</p> <ul style="list-style-type: none"> access to monitoring infrastructure by third parties, and delivers water monitoring information to the Bureau of Meteorology as per the requirements of the <i>Water Act 2007</i> (Cth) and works to ensure efficient processes. <p>Delivers real time water information to the State Emergency Service, and other third parties agreed commercially negotiated terms.</p>	<ul style="list-style-type: none"> water quantity monitoring, and water quantity information capture and storage. <p>Monitors:</p> <ul style="list-style-type: none"> government water policy and reviews for its effectiveness, and environmental flows, including identification of first flush events. <p>Sets monitoring specification for groundwater level/pressure monitoring.</p> <p>Contributes to the flood warning network by providing information to the emergency agencies and the public to determine the current status of conditions of rivers and streams.</p> <p>Provides technical support to WNSW in database upgrades and data corrections processes.</p> <p>Leads monitoring reviews to ensure network aligns with future NSW water management requirements.</p> <p>Assists WNSW achieve quality accreditation for groundwater monitoring and then relinquishes that task.</p> <p>Builds the resource knowledge on the State's groundwater resources and its evolution over time (quantity, quality, aquifer characteristics) to inform local impact management areas, review impacts from mining developments, water bottling applications or to inform long term planning for drought and rising sea levels.</p> <p>Promotes and stimulates hydrological research.</p>		<p>W02-01 - Groundwater quantity monitoring</p> <p>The provision of a groundwater level, pressure and flow monitoring system; including design, site calibration, data collection, entry, audit, quality assurance, archiving, and information provision; and the maintenance and operation of groundwater monitoring bores.</p> <p>Output measure (OM15)</p> <ul style="list-style-type: none"> Number of water monitoring sites: Forecast = 4,384 (excludes coal seam gas monitoring sites) <p>Performance indicators</p> <ul style="list-style-type: none"> Sites in acceptable condition % of replacement cost of monitoring sites in condition grade two or better = 95% % of level or pressure data with a quality code better than 40 = 95% <p>W02-03 - Groundwater data management and reporting (see above)</p> <p>Output measure (OM18)</p> <ul style="list-style-type: none"> Number of sites subject to data management: Forecast = 4,384 (excludes coal seam gas monitoring sites) <p>Performance indicator</p> <p>% of sites where data is available daily = 90%</p> <p>DCCEEW</p> <p>NRAR</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
		<p>Represents NSW on State and national Flood Management Committees, Flood Warning Consultative Committee, Water Monitoring Technical Standards Committee and the National Flood Warning Infrastructure Working Group.</p> <p>Reports on monitoring activities and monitoring network performance. Obligations and requirements in relation to that reporting will be documented in one or more Services Schedules.</p> <p>Unless otherwise specified, these functions are to be carried out to an applicable Australian or industry Standard.</p>			
6.4	Algal monitoring	<p>Co-ordinates and supports Regional Algal Co-ordinating Committees (RACCs).</p> <p>Contributes to the State Algal Advisory Group (SAAG).</p> <p>Contributes to the Regional Algal Contingency Plans (RACPs).</p> <p>Manages algal communications including hotline, media enquiries, website and briefings to Minister.</p> <p>Monitors rivers and storages to service those aspects of the RACC's reporting requirements, in accordance with the RACP. Obligations and requirements in relation to that monitoring will be documented a Services Schedule.</p> <p>Provides additional algal bloom / event monitoring. Obligations and requirements in relation to that monitoring will be documented a Services Schedule.</p> <p>Provides increased sampling frequency for red alerts as a matter of course if sampling in accordance with RACPs.</p>	<p>Co-ordinates and supports the SAAG.</p> <p>Provides advice on algal issues and the government strategic direction of algal management and planning in NSW.</p>	<p>Under the NRAR Act, NRAR has no direct responsibilities regarding algal monitoring or enforcement.</p> <p>However, NRAR may require access to algal monitoring data and associated records relevant to an ongoing investigation. This is because it may be the case that algal monitoring data provides supporting context for hydrometric data or can be used to infer activity or behaviours or describe harm of an offence.</p>	<p>WNSW</p> <p>W01-04 - Surface water algal monitoring</p> <p>The provision of a surface water algal monitoring program; including design, sample collection, laboratory analysis, algal identification and enumeration to accepted standards, and result encoding for provision to regional coordinating committees.</p> <p>Output measure (OM5)</p> <ul style="list-style-type: none"> Number of tests undertaken per year: Forecast = 10,080 <p>Performance indicator</p> <ul style="list-style-type: none"> % samples collected and analysed according to current standards and within agreed timeframe = 95% <p>W05-02 Bluegreen algae management</p> <p>The provision of an algal risk management system; including oversight, coordination and training, the issue of algal alerts and the development of algal risk management plans</p> <p>Output measure (OM29)</p> <p>Algal risk management plans for each region are implemented.</p> <p>Performance indicators</p> <ul style="list-style-type: none"> % reports meeting weekly timeframe to regional algal coordinating committees and state algal coordinator of alert levels based on algal data =100% %

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
					<ul style="list-style-type: none"> actions implemented in accordance with algal risk management plan and guidelines = 100%
					DCCEEW
					NRAR
6.5	<p>Water modelling</p> <p>The development, upgrade and application of surface water resource management models for use in water planning and to assess performance in terms of statutory requirements, interstate agreements, regional water supply optimisation and third-party impacts on NSW stakeholders.</p> <p>The development, upgrade and use of groundwater resource management models for water sharing and management applications, and for resource impact and balance assessments.</p> <p>The development and update of water resource accounts and information on NSW water sources, for use by external stakeholders, and for internal water planning, management and evaluation processes.</p>	<p>Participates in the NSW Modelling and Monitoring Hub (MaMH).</p> <p>Works collaboratively with DCCEEW Water to improve modelling systems.</p>	<p>Develops and applies river and aquifer models and provides key modelling services to internal business units and external agencies relating to:</p> <ul style="list-style-type: none"> water planning, including for WSP and water resource plan development, water impact assessments for licencing and approvals, for NRAR and WNSW, Regional Water Strategies (RWS), for DCCEEW Water's RWS Division, flood plain harvesting, for DCCEEW Water's Healthy Floodplains Project Delivery and the Murray-Darling Basin Authority, sustainable diversion limit adjustment mechanism projects, for the Murray-Darling Basin Authority, and long term environmental watering plans, for DCCEEW Water-Sciences and DCCEEW-EES. <p>Runs sophisticated water planning models to be developed and applied to answer complex and specific questions around water management planning and operations.</p> <p>Participates in the NSW Modelling and Monitoring Hub (MaMH).</p>		<p>WNSW</p> <p>DCCEEW</p> <p>W04-01 Surface water modelling</p> <p>Output measure (OM18) Number of documented model performance reviews during the year: Output = 5 per year Performance indicator % models reviewed and reported against accuracy and reliability criteria set out in modelling guidelines = 100% Output measure (OM19) Number of models updated with an additional year of climate and hydrologic data: Output = 15 per year</p> <p>W04-02 Groundwater modelling Output measure (OM20) Number of documented model performance reviews during the year: Output = 4 per year Performance indicator % models meeting accuracy and reliability criteria stipulated by the Australian Groundwater Modelling Guidelines = 100% Output measure (OM21) Number of models updated with an additional year of climate and hydrologic data: Output = 2 per year</p> <p>W04-03 Water resource accounting</p> <p>Output measure (OM22) Publication of detailed General Purpose Water Allocation Reports (GPWARs): Output = 9 (covering 11 sources) per year Performance indicator GPWARs published within 12 months of the end of the</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
			Works collaboratively with WNSW to improve modelling systems.		water year = 100% Output measure (OM23) Reports to meet state and federal compliance reporting obligations. Performance indicator Environmental Water Register available online with a currency of 1 week: Regulated river: 100% Unregulated river: 60
					NRAR
6.6	Manage and maintain assets such as monitoring bores, gauging stations and meters	<p>Maintains and manages assets such as monitoring bores, gauging stations and meters in accordance with its asset management system.</p> <p>Advises DCCEEW Water and NRAR of any material changes to asset condition and plan the replacement, renewal or expansion of monitoring bores, gauging stations and meters to avoid, to the extent possible, any resultant impact on DCCEEW Water and NRAR in performing their respective Roles and Responsibilities.</p> <p>If access is required to DCCEEW's or NRAR's land or assets:</p> <ul style="list-style-type: none"> gives reasonable notice of such requirements to DCCEEW Water or NRAR, and complies with any reasonable requirements of, and any directions given by, DCCEEW or NRAR relating to, or in respect of, such access. 	<p>Advises WNSW and NRAR of the development of policies and management plans where such development or plans are likely to have a material impact on future asset management of monitoring bores, gauging stations or meters to avoid, to the extent possible, any resultant impact on WNSW and NRAR performing their respective Roles and Responsibilities.</p> <p>If access is required to WNSW or NRAR's land or assets:</p> <ul style="list-style-type: none"> gives reasonable notice of such requirements to WNSW or NRAR, and complies with any reasonable requirements of, and any directions given by, WNSW or NRAR relating to, or in respect of, such access. 	<p>If access is required to WNSW or DCCEEW's land or assets:</p> <ul style="list-style-type: none"> gives reasonable notice of such requirements to WNSW or DCCEEW, and complies with any reasonable requirements of, and any directions given by, WNSW or DCCEEW relating to, or in respect of, such access. 	

7. Drought management

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
7.1	Drought management planning	Undertakes the development of draft drought measures in consultation with all NSW water	Sets requirements of drought contingency measures.	.	WNSW DCCEEW

		<p>users and in accordance with WNSW works approvals (where applicable).</p> <p>Submits draft drought contingency measures to DCCEEW Water for approval.</p> <p>Implements drought contingency measures, once approved by DCCEEW Water.</p> <p>Develops drought management plans in consultation with DCCEEW Water and NRAR.</p>	<p>Approves, as appropriate, drought contingency measures proposed by WNSW.</p> <p>Coordinates actions required of agencies and councils by drought contingency measures approved by DCCEEW Water.</p> <p>Implements and reviews the NSW Extreme Events Policy, including the implementation and announcement of drought stages.</p> <p>Develops and implements Incidence Response Guides for each inland regulated river valley.</p> <p>Implements the suspension of WSP rules as required under extreme drought.</p>	<p>Enforces compliance to achieve the drought management plan and drought contingency measures outcomes.</p>	NRAR
7.2	<p>Temporary water restrictions</p> <p>Section 324 of WMA</p> <p>ss 22B or 117E of <i>Water Act 1912</i></p>	<p>Conferred function for all persons:</p> <p>Section 324(3) and (4) of WMA – publication of a copy of the order to be published in the Gazette, published in the authorised manner and broadcast by television or radio if warranted.</p> <p>Sections 22B and 117E of <i>Water Act 1912</i></p> <p>Advises DCCEEW Water as soon as practicable after forming the view that an order under section 324 might be warranted.</p> <p>Following instruction from DCCEEW Water, communicates, notifies and publicises temporary water restrictions under section 324 to the public.</p> <p>Implements s 324 orders.</p>	<p>Delegated function</p> <p>Forms the view that it is necessary to issue a temporary water restriction order under section 324 of the WMA or sections 22B or 117E of the <i>Water Act 1912</i>, including where such an order is required to be in the public interest.</p> <p>Drafts and makes temporary water restriction orders where required.</p> <p>Instructs WNSW to implement temporary water restrictions.</p> <p>Advises NRAR when a temporary water restriction order is made.</p> <p>Arranges for the publishing of temporary water restriction orders in the NSW Government Gazette.</p> <p>Develops targets and triggers to be used in some temporary water restrictions to enable responsive management (i.e. lifting of orders when certain flow targets or triggers are met).</p> <p>Advises of any lifting of section 324 orders using responsive management provisions.</p>	<p>Monitors and enforces temporary water restrictions.</p>	<p>WNSW</p> <p>DCCEEW</p> <p>NRAR</p>

8. Management of water for the environment

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
8.1	Management of water for the environment	Fulfils the responsibilities and requirements that are set out in Procedures Manuals established by the Minister under WSPs as they relate to managing water for the	Develops NSW policy and implementation manuals on PPMs.		<p>WNSW</p> <p>W05-03 Environmental water management</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
		<p>environment, including prerequisite policy measures (PPMs) and active management, subject to agreement and funding. These Manuals codify operational processes relating to e-water management.</p> <p>Participates in the development of Manuals established by the Minister under WSPs.</p> <p>Provides timely and regular data and reporting for environmental water use to inform ongoing adaptive management of water for the environment, including as specified in the Procedures Manuals. This may include event-based and annual reporting.</p> <p>Provides timely data and information that contribute to annual reports for implementation of PPMs (southern Basin), and active management (northern Basin). This includes:</p> <ul style="list-style-type: none"> • a description of activities undertaken during the water year, • the performance in meeting the outcomes and the requirements, • a summary account on a monthly or event basis, • a comparison on a monthly or event basis, • documentation of feedback, issues, deviations, and • recommendations. <p>Discharges obligations as described in the water supply work approvals for regulated systems.</p> <p>Classifies the accuracy of nominated environmental sites.</p> <p>Operationalisation of measures to manage and recognise or protect water for the environment, including:</p> <ul style="list-style-type: none"> • managing in-stream held environmental water (HEW), • recognising HEW in downstream connected systems, • providing for the sharing of water between licence holders and the environment, • announcing daily extraction limits, • ordering and accounting of water allocation accounts for water for the environment, 	<p>Prepares PPMs annual review report.</p> <p>Sets policy and develops procedures manuals for environmental water management.</p> <p>Leads development of annual reviews and evaluations that respond to Commonwealth reporting and evaluation requirements.</p> <p>Publishes timely annual evaluation reports for implementation of PPMs (southern Basin), and active management (northern Basin).</p> <p>Seeks stakeholder feedback on implementation of active management.</p> <p>Chairs and co-ordinates NSW PPM working group.</p> <p>Manages NSW environmental water hub.</p> <p>Leads and participates in adaptive management of environmental water matters in NSW including:</p> <ul style="list-style-type: none"> • collaboration with DCCEEW EES, Commonwealth Environmental Water Office, Murray-Darling Basin Authority and WNSW to identify acceptable solutions for the implementation of environmental water management legislation and policy, and • stakeholder engagement, representation on intergovernmental committees and internal advice/collaboration with DCCEEW Water Science & Analytics, Policy and Planning. <p>Liaises with environmental water holders and WNSW on WSP implementation relating to environmental water management.</p> <p>Liaises with environmental water holders, NRAR and WNSW on payback provisions for planned environmental water not delivered owing to maintenance works.</p> <p>Delivers an agreed approach to recognising HEW delivered from Queensland.</p> <p>Implements active management in other valleys and for floodplain harvesting.</p> <p>Conducts and participates in stakeholder engagement and consultation.</p>	<p>Enforces individual daily extraction limits, when specified as licence /approval conditions.</p>	<p>The development and collaborative governance of environmental flow strategies and assessments; and the use of environmental water to achieve environmental outcomes.</p> <p>Output measure (OM30)</p> <ul style="list-style-type: none"> • Pre-requisite policy measures - adaptive process in place to recognise return flows from environmental water. <p>Performance indicator</p> <ul style="list-style-type: none"> • Agreement - eWater managers, Water NSW and SCBEWC agree the process for recognising return flows. <p>Performance indicator</p> <ul style="list-style-type: none"> • Annual report on PPMs implementation published on DCCEEW website. <p>Output measure (OM31)</p> <ul style="list-style-type: none"> • Northern Basin – Interim Unregulated Flow Management Plan for the North-west implemented as demonstrated by: Review report published and Procedures Manual for the Interim Unregulated Flow Management Plan for the North-west adopted by Water NSW and in place. <p>Output measure (OM32)</p> <ul style="list-style-type: none"> • Snowy Licence – Evaluate using the Mowamba River to provide environmental water to the Snowy River <p>Output measure (OM33)</p> <p>Snowy licence – Investigate more flexible delivery to achieve better environmental outcomes and deliver an average annual flow consistent with the intent of SWIOID</p> <p>DCCEEW</p> <p>W05-03 Environmental water management</p> <p>The development and collaborative governance of environmental flow strategies and assessments; and the use of environmental water to achieve environmental outcomes.</p> <p>Note: WNSW revised description at page 178 of submission</p> <p>Output measure (OM30)</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
		<ul style="list-style-type: none"> undertaking flow forecasting, and updating the accounting system to accommodate take limit under active management. <p>Uses and shares its expertise and data in relation to system operations generated as a consequence of standard operating activities to provide advice and recommendations to improve how water for the environment is managed and accounted for, including system losses.</p> <p>Implements data base changes to WLS and WAS to record and manage individual daily extraction limits.</p> <p>Maintains WAS, WLS and iWAS to provide up to date, accurate information.</p> <p>Participates in interagency working groups or steering committees relating to environmental water to provide collaborative approach, such as environmental water advisory groups (EWAGs) and ad hoc meetings.</p> <p>Contributes to the development of Northern Basin Toolkit business cases, including proposal for model platform and improved forecasting tools for MER and hydrology analysis of northern connectivity.</p> <p>Reviews hydrometric network to identify opportunities to improve information and assist active management.</p> <p>New gauges installed or existing gauges upgraded.</p> <p>Provides early notification to DCCEEW Water when dam operational or maintenance issues impact on the ability to deliver planned environmental water.</p> <p>Shares and otherwise publishes methods, techniques, approaches to accounting, modelling, forecasting, analysing flows.</p>	<p>Strategic development of processes, procedures, systems, collaborations and agreements now to ensure our current and future work is smart and adaptive and workable for water managers, water users and DCCEEW Water Policy and Planning.</p> <p>Troubleshoots and resolves issues related to planned environmental water and HEW management. This includes participating in policy development and developing operational solutions.</p> <p>Determines the standard of accuracy required for nominated environmental sites.</p>		<ul style="list-style-type: none"> Pre-requisite policy measures - adaptive process in place to recognise return flows from environmental water. <p>Performance indicator</p> <ul style="list-style-type: none"> Agreement - eWater managers, Water NSW and SCBEWC agree the process for recognising return flows. <p>Performance indicator</p> <ul style="list-style-type: none"> Annual report on PPMs implementation published on DCCEEW website. <p>Output measure (OM31)</p> <ul style="list-style-type: none"> Northern Basin – Interim Unregulated Flow Management Plan for the North-west implemented as demonstrated by: Review report published and Procedures Manual for the Interim Unregulated Flow Management Plan for the North-west adopted by Water NSW and in place. <p>Output measure (OM32)</p> <ul style="list-style-type: none"> Snowy Licence – Evaluate using the Mowamba River to provide environmental water to the Snowy River <p>Output measure (OM33)</p> <p>Snowy licence – Investigate more flexible delivery to achieve better environmental outcomes and deliver an average annual flow consistent with the intent of SWIOD</p> <p>NRAR</p> <p>n/a</p>

9. Environmental management

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
9.1	Cold water pollution (CWP)	<p>Implements operating protocols and infrastructure solutions in accordance with its works approvals.</p> <p>Undertakes operational activities, including monitoring, for DCCEEW Water to develop targets and for WNSW to demonstrate compliance with the CWP operating protocols.</p> <p>Undertakes operational activities, including monitoring, as part of its functions and for the purpose of supporting DCCEEW Water's regulatory or water resource management function.</p>	<p>Provides advice and reports to Government on CWP.</p> <p>Supports the CWP Interagency Group which:</p> <ul style="list-style-type: none"> provides to WNSW the parameters of monitoring programs to assess the impacts of (cold water) releases and the effects of CWP operating protocols via changes to the relevant work approvals, and specifies requirements for CWP operating protocols in WNSW's work approvals <p>Report on strategic actions against the CWP strategy as required.</p>		<p>WNSW</p> <p>DCCEEW</p> <p>W05-03 Environmental water management OM33: Snowy Licence – Investigate more flexible delivery to achieve better environmental outcomes and deliver an average annual flow consistent with the intent of SWIOID [including to mitigate cold water pollution]</p> <p>NRAR</p>

10. Fees and charges

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
10.1	<p>Imposition and waiving fees or charges</p> <p>Section 114 of WMA</p>	<p>Conferred function for all persons – s114(1), (2) WMA</p> <p>Imposes fees and charges for the purposes of the WMA consistent with any relevant determination in relation to the price of Bulk Water made by IPART (s 114(1), WMA).</p> <p>Waives or reduces fees and charges, in a particular case or class of cases, if of the opinion that the circumstances warrant it (s 114(2), WMA).</p> <p>Collects fees and charges in accordance with relevant IPART determinations.</p> <p>Undertakes billing, financial account management and associated reporting. Obligations and requirements in relation to billing, financial account management and</p>	<p>Delegated function</p> <p>Sets fees and charges for controlled activity approvals.</p> <p>Imposes fees and charges for licence and approval applicants (for licences and approvals administered by DCCEEW)</p>		<p>WNSW</p> <p>W10 – 03 Billing management</p> <p>The management of billing requirements and subcontracted billing, revenue collection and debtor management service delivery, and responding to queries on billing activities.</p> <p>Note: WNSW revised description at page 178 of submission</p> <p>Output measure (OM76)</p> <ul style="list-style-type: none"> Expected number of accounts billed in each year Forecast = 38,915 per year <p>Performance indicator</p> <p>% accounts billed in the year = 95%</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
		associated reporting will be documented a Services Schedule.			DCCEEW NRAR
10.2	Charge interest on overdue rate or charge Section 356 of WMA	Conferred function for WNSW customers – s356 WMA	Power can be exercised		
10.3	Co-holders of a licence are jointly and severally liable to the Minister for fees and charges related to the licence Section 362A of WMA	Conferred function for WNSW customers – s 362A WMA			
10.4	Issue a certificate as to the specified amount that is payable in relation to an access licence pursuant to fees and charges imposed under the WMA, or that no amount is payable Section 362B of WMA	Conferred function for WNSW customers – s362B WMA	Delegated function		
10.5	Recover unpaid fees and charges in court Section 362C of WMA	Conferred function for WNSW customers – s362C WMA	Delegated function	Function conferred by the NRAR Act	

11. Functions under water sharing plans

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
11.1	Functions under water sharing plans Functions of the Minister or system operator relating to:	Conferred function for WNSW customers Operates and maintains water supply systems for water sources in accordance with	Establishes water source operational rules in respective water sharing plan Undertakes activities in accordance with tables 1 and 2.	Undertakes activities in accordance with tables 1 and 2.	WNSW W09-01 Water consents transactions Transactions undertaken on a fee for service basis; including dealings,

	<ul style="list-style-type: none"> • amending access licence share components when informed by DCCEEW Water, • granting access licences, • managing water allocation accounts, • imposing daily access rules, • managing access to daily flows other than supplementary water, • granting and amending water supply work approvals, • imposing restrictions on water supply work approvals located within restricted distances specified in a water sharing plan, • Managing local access rules in local impact areas, and • imposing mandatory conditions in accordance with any model conditions developed by DCCEEW Water. 	<p>the relevant operational rules in the respective water sharing plan</p> <p>Undertakes activities in accordance with tables 1 and 2.</p>			<p>assessments, changes to conditions and new applications for water licences and approvals.</p> <p>Note: WNSW revised description at page 178 of submission</p> <p>Output measure (OM71)</p> <ul style="list-style-type: none"> • Water access licence applications Forecast = <ul style="list-style-type: none"> ○ Water NSW Water access licences: 210 per year ○ Water NSW Water access licence dealings: 862 per year <p>Performance indicator</p> <ul style="list-style-type: none"> • Water Access Licence – applications determined within 45 days = 80% <p>Output measure (OM72)</p> <ul style="list-style-type: none"> • Works and Use Approvals – applications Forecast = <ul style="list-style-type: none"> ○ Water NSW: 2,097 per year <p>Performance indicator</p> <ul style="list-style-type: none"> • Works and Use Approvals – applications determined within 65 days = 80% <p>Output measure (OM73)</p> <ul style="list-style-type: none"> • Approval extensions Forecast = <ul style="list-style-type: none"> ○ Water NSW: 13,079 (21/22 to 2024/25) <p>Performance indicator</p> <p>Approvals Extensions –applications determined within 25 days = 80%</p> <p>DCCEEW</p> <p>NRAR</p> <p>W09-01 Water consents transactions</p> <p>(see above)</p> <p>Output measure (OM71)</p> <ul style="list-style-type: none"> • Water access licence applications Forecast = <ul style="list-style-type: none"> ○ NRAR Water access licences: 16 per year <p>Performance indicator</p>
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					<ul style="list-style-type: none"> Water Access Licence – applications determined within 45 days = 80% <p>Output measure (OM72)</p> <ul style="list-style-type: none"> Works and Use Approvals – applications Forecast = <ul style="list-style-type: none"> NRAR: 131 per year <p>Performance indicator</p> <ul style="list-style-type: none"> Works and Use Approvals – applications determined within 65 days = 80% <p>Output measure (OM73)</p> <ul style="list-style-type: none"> Approval extensions Forecast = <ul style="list-style-type: none"> NRAR: 269 per year <p>Performance indicator</p> <p>Approvals Extensions –applications determined within 25 days = 80%</p>
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12. Joint private works

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
12.1	<p>Private irrigation boards</p> <p>Consider application for private irrigation board to take over water supply work and cause notice of application to be published.</p> <p>Section 156(3) WMA</p> <p>Where an objection is lodged to an application from a private irrigation board to take over a water supply work, consult with the objector and make a recommendation with respect to the objection.</p> <p>Section 157(4) WMA</p>	<p>Conferred function for all customers – s156 (3), 157(4) WMA</p> <p>n/a</p>	<p>Delegated function</p> <p>Currently DCCEEW Water performs all statutory functions under WMA, despite conferral.</p> <p>Responds to enquiries about statutory functions and governance issues.</p>		
12.2	<p>Private water trusts</p> <p>Give approval or refuse to approve the cessation or supply of water or deviation of water in a water supply district.</p> <p>Section 229(2) WMA</p>	<p>Conferred function for all customers – s229(2), 229(4)(b) WMA</p> <p>n/a</p>	<p>Delegated function</p> <p>Currently DCCEEW Water performs all statutory functions under WMA, despite conferrals</p> <p>Responds to enquiries about statutory functions and governance issues</p>		

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>Direct members of a private trust to reduce or discontinue the taking of water from a water source.</p> <p>Section 229(4)(b) WMA</p>				

13. Border Rivers

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
13.1	<p>Constructing, maintaining, operating and controlling relevant works in NSW (function of WAMC)</p> <p>Subject to any requirements imposed by the Minister administering the <i>New South Wales – Queensland Border Rivers Act 1947</i> (BR Act) or by the Border Rivers Commission (BRC).</p> <p>Section 14 of BR Act</p>	<p>Conferred function for all persons – s14 BR Act</p> <p>Construct, maintain, operate and control relevant works subject to any requirements imposed by the Minister administering the BR Act or by the BRC.</p>	<p>Represents NSW on the Dumaresq-Barwon BRC and its sub-committees.</p> <p>As BRC reps, oversee the management, function and maintenance (by NSW Controlling Authority and QLD asset manager) of joint NSW and QLD owned water assets in the Border Rivers and Intersecting Streams water sources.</p> <p>As BRC reps, oversee the distribution of the States' shares of inflows to the regulated Border Rivers.</p>		WNSW
					DCCEEW
					NRAR
13.2	<p>Exercising the power and obligations of a Controlling Authority (function of WAMC).</p> <p>Subject to any requirements imposed by the Minister administering the BR Act or by the BRC.</p> <p>Section 20 of BR Act</p>	<p>Conferred function for all persons – s20 BR Act</p> <p>Exercise powers and obligations of a Controlling Authority subject to any requirements imposed by the Minister administering the BR Act or by the BRC.</p>			

14. Compliance and enforcement

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
14.1	Compliance and enforcement functions conferred on NRAR by the NRAR Act	<p>Supports NRAR in undertaking compliance and enforcement functions conferred on NRAR by the NRAR Act.</p> <p>Liaises with NRAR in accordance with the WNSW and NRAR Cooperation Protocol.</p>	<p>Supports NRAR in undertaking compliance and enforcement functions conferred on NRAR by the NRAR Act.</p>	<p>Undertakes compliance and enforcement functions conferred on NRAR by the NRAR Act.</p> <p>Liaises with WNSW in accordance with the WNSW and NRAR Cooperation Protocol.</p>	<p>WNSW</p> <p>DCCEEW</p> <p>NRAR</p> <p>W08-03 Compliance management</p> <p>The on-ground and remote monitoring activities (including investigations and taking statutory actions) to ensure compliance with legislation, including licence and approval conditions.</p> <p>Output measure (OM67)</p> <ul style="list-style-type: none"> • Publish on NRAR website compliance activity by water sharing plan on a monthly basis including observed levels of compliance and non-compliance. • Output = 100% coverage of WSPs per month <p>Output measure (OM68)</p> <ul style="list-style-type: none"> • Publish annual progress reports <p>Output measure (OM69)</p> <ul style="list-style-type: none"> • Community benchmarking survey (Two yearly) <p>Output measure (OM70)</p> <ul style="list-style-type: none"> • Water licence holders audited and/or inspected each year • Output = 1,722 per year <p>Performance indicators</p> <ul style="list-style-type: none"> • Incoming public reports assessed and prioritised within 5 days working days of receipt = 90% • High priority cases assigned to an investigator within 15 working days of receipt = 90% <p>Public informants will be contacted (by letter or a telephone call) within</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
					15 working days of lodging an alleged breach with NRAR = 90%
14.2	Receipt of notification regarding nomination of water supply work in relation to interstate equivalent of access licence Section 60A(8) of WMA	Conferred function for WNSW customers – s.60A(8) WMA	Power can be exercised		
14.3	Make directions concerning damage caused by straying stock Section 332 of WMA	Conferred function for WNSW customers – s332 WMA	Delegated function	Function conferred by NRAR Act	
14.4	Authorise recovery in court of cost of carrying out remedial measures Section 336A of WMA	Conferred function for WNSW customers – s336A(2) WMA	Delegated function	Function conferred by NRAR Act	
14.5	Exercise power to require information & records; exercise power to require answers; exercise power to require reasonable assistance and facilities; provide compensation for damage caused in entering premises; revoke or vary notice Sections 338A, 338B, 339E, 339G, 340C of WMA	Conferred functions for WNSW customers to be exercised for billing purposes only – ss 338A(1), 338B(2), 339E(2) WMA Conferred function for WNSW customers – ss 339G, 340C(4) WMA	Delegated functions	Functions conferred by the NRAR Act	
14.6	Authorise a person to take water from a water supply work owned by, or under the control and management of, the Minister or WAMC Section 343 of WMA	Conferred function for WNSW customers – s.343(1) WMA	Delegated function		
14.7	Issuing of evidentiary certificates Sections 367(1) and (2) of WMA	Conferred function – ss. 367(1) and 367(2) WMA	Delegated function	Function conferred by NRAR Act	
14.8	Entering land to take levels and make surveys and marks, fix pegs and stakes and inspect works	Conferred function for WNSW customers – s.22(1) Water Act 1912	Delegated function		

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	Section 22(1) of <i>Water Act 1912</i>				
14.9	<p>Issuing notice to effect repairs concerning channels and other works</p> <p>Section 120(2) of <i>Water Act 1912</i></p>	<p>Conferred function for WNSW customers – s.120(2) of <i>Water Act 1912</i></p>	<p>Delegated function</p>		
14.10	<p>Entering land to take levels, make surveys and marks, fix pegs and stakes, and inspect artesian wells or bores</p> <p>Section 124 of <i>Water Act 1912</i></p>	<p>Conferred function for WNSW customers – s.124 <i>Water Act 1912</i></p>	<p>Delegated function</p>		

15. Resolving Legacy Issues

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>Resolving Legacy Issues</p> <p>Errors in conversion from the <i>Water Act 1912</i> to the WMA that require correcting (e.g., irrigation dams that have been incorrectly converted without entitlement).</p> <p>Surface Authorities (approvals under the <i>Water Act 1912</i>) that require conversion and verification of these conversions.</p> <p>Conversion and verification of approvals for properties with dual frontage access (specifically the unregulated licences component).</p> <p>Conversion of approvals for bores that were issued in ‘perpetuity’.</p> <p>Volumetric conversions (including volumetric conversions arising from dual frontage conversions, perpetual bores, etc.) of <i>Water Act 1912</i> licences to allow for conversion.</p>	<p>Undertakes resolving legacy issues tasks for WNSW customers.</p> <p>Supports NRAR to undertake NRAR’s legacy issues.</p>	<p>Undertakes licensing tasks to resolve legacy issues for DCCEEW customers</p> <p>Supports WNSW to undertake WNSW’s legacy issues.</p>		<p>WNSW</p> <p>DCCEEW</p> <p>NRAR</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	Other tasks related to correcting issues with access licences and approvals that are long standing or are as a result of issues identified prior to conversion.				

16. Customer and stakeholder education, consultation and engagement

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
	<p>Education, consultation and engagement for stakeholders such as:</p> <ul style="list-style-type: none"> • licence and approval holders or applicants, • general public, • basic landholder rights holders, • government entities. <p>All three entities consult with stakeholders.</p> <p>Entity who holds database recognises it needs to be used by all agencies.</p>	<p>Communications activities include:</p> <ul style="list-style-type: none"> • undertake education and stakeholder engagement, e.g., Customer Advisory Groups (CAGs), • respond to requests on licensing and approvals issues by WNSW, • call centre management for account management, billing and general enquiries, • develop tools to educate (e.g., WaterInsights, fact sheets), • investigate customer satisfaction and water related knowledge, e.g., VoC Survey, • provide mechanism for DCCEEW Water to send correspondence to water users e.g. <ul style="list-style-type: none"> ○ manage communication channels, ○ distribute regulatory changes to customers. <p>Runs the customer service call centre.</p>	<p>Undertake education and stakeholder engagement on policy matters such as upcoming policy reviews and changes and following the introduction of new policies to embed understanding of what is required and why.</p> <p>Participates in CAGs.</p> <p>Liaises with WNSW and NRAR on upcoming stakeholder engagement.</p> <p>Contribute to FAQs and other materials for customer service call centre.</p> <p>Leads communication and engagement in relation to groundwater management.</p>	<p>Undertake education and stakeholder engagement on compliance matters.</p> <p>Call centre management for water compliance issues.</p> <p>Liaises with WNSW and DCCEEW Water in relation to upcoming stakeholder engagement.</p>	<p>WNSW</p> <p>W10-01 - Customer management</p> <p>All customer liaison activities; including responding to calls to licensing and compliance information lines; and producing communication and education materials such as website content and participation in customer forums.</p> <p>Note: WNSW revised description at page 178 of submission</p> <p>Output measure (OM74)</p> <ul style="list-style-type: none"> • Number of customer enquiries received Forecast = NRAR: 6,981 calls per year and 14,259 emails per year [WNSW?] <p>Performance indicator</p> <ul style="list-style-type: none"> • Enquiries responded to within 24 hours = 90% <p>Output measure (OM75)</p> <ul style="list-style-type: none"> • Number of complaints received per year Water NSW Forecast = 389 <p>Performance indicators</p> <ul style="list-style-type: none"> • Complaints resolved within 28 days = 90% <p>Performance against 'Skyline' composite measure = Improvement of 2.5% per year. on 2021 level</p>

#	Activity	WNSW Role	DCCEEW Role	NRAR Role	WAMC output measures and performance indicators set by IPART
		<p>Liaises with DCCEEW Water and NRAR in relation to upcoming stakeholder engagement.</p>			<p>DCCEEW</p> <p>NRAR</p> <p>W10-01 - Customer management</p> <p>All customer liaison activities; including responding to calls to licensing and compliance information lines; and producing communication and education materials such as website content and participation in customer forums.</p> <p>Note: WNSW revised description at page 178 of submission</p> <p>Output measure (OM74)</p> <ul style="list-style-type: none"> • Number of customer enquiries received Forecast = NRAR: 6,981 calls per year and 14,259 emails per year <p>Performance indicator</p> <ul style="list-style-type: none"> • Enquiries responded to within 24 hours = 90% <p>Output measure (OM75)</p> <ul style="list-style-type: none"> • Number of complaints received per year NRAR 40

Schedule 2: Request for Quote

Services		Performance Timeframe	Fee (excluding GST) Note 1	Approved Subcontractors Note 2	Invoice Timing
Name	Description of Milestones/Deliverables				
<i>[Insert name of Milestone/Deliverable]</i>	<i>[Summarise the Milestones/Deliverables from your Statement of Requirements/ Specification/ Scope of Work.]</i> <i>[Cross-reference and attach that document if necessary e.g. "The Services are further described in detail in the Statement of Requirements annexed at Attachment 1"]</i>	<i>[Insert due date]</i>	<i>[Insert instalment if applicable]</i>	<i>[Insert]</i>	<i>On completion of the Milestone/ Deliverable to the satisfaction of Department</i>
[Milestone 2]					
[Milestone 3]					
	TOTAL FEE		[\$*]		

Breakdown- daily rates by resource

Resource name	Resource Description	Daily rate (excluding GST)	Number of days	Total (excluding GST)

Breakdown-disbursements and expenses

Item description	Number of units	Price per unit (excluding GST)	Total (excluding GST)

Acceptance and Execution

Signed by Authorised Officer	Role of Authorised Officer	Date

Note 1 - The Fee is to include:

1. A breakdown of daily rates by resource;
2. Resource types, the number of resources and the number of days required by each resource;
3. a breakdown of all disbursements, travel costs etc required to meet the requirements;
4. a breakdown of expenses;

Note 2 - DCCEEW Water must comply with the NSW Procurement Policy Framework and the DCCEEW Procurement Procedures.

Note 3 - Where WaterNSW is directly engaged as a service provider (i.e. not by a competitive procurement process), WaterNSW must ensure:

- (i) The services requested fall within its principal functions; and
- (ii) Its pricing in the Quote is consistent with the competitive neutrality principles in the Treasury Policy and Guidelines Paper TPP02-Policy Statement on the Application of Competitive Neutrality.

Schedule 3: Agreements and Datasets

This schedule identifies agreements entered into by the parties in relation to data sharing.

The datasets covered by the agreements and the custodian and owner of each dataset are as identified in the agreements.

1. The “Memorandum of Understanding” that was entered into between WaterNSW and NRAR on or about 24 January 2019 in relation to the provision of WaterNSW information and records to assist NRAR in its functions.
2. The “Digital Data Licence Agreement” that was entered into between WaterNSW and former DPIE Water on or about 9 October 2020, including to enable WaterNSW to use certain Licenced Data for the purposes of assessing applications for, and granting or amending, Flood Work Approvals in accordance with the WM Act.
3. The “Data Sharing Agreement” between WaterNSW and NRAR in relation to the ongoing relationship for sharing data and information between WaterNSW and NRAR:
 - a. Entered into on or about 3 December 2020; and
 - b. As amended by the Letter of Agreement to vary the Data Sharing Agreement between NRAR and WaterNSW agreed on or about 14 May 2024.
4. The “Data Sharing Agreement” between WaterNSW and former DPIE Water in relation to the ongoing relationship for sharing data and information between WaterNSW and DPIE Water (now DCCEEW Water):
 - a. Entered into on or about 30 June 2021; and
 - b. As amended by the Letter of Agreement to vary the Data Sharing Agreement agreed on or about 15 June 2024.

Schedule 4: Service Terms and Conditions

Agreement made at Sydney on the Commencement Date (as defined in this Agreement)

Parties

The party to the Roles and Responsibilities Agreement that is the Requesting Party or that is the recipient of the Additional Services, WaterNSW Services or the DCCEEW Water Services (as applicable) ("**Requesting Party**")

The party to the Roles and Responsibilities Agreement that is the Service Provider or that is responsible for performing the Additional Services, WaterNSW Services or the DCCEEW Water Services (as applicable) ("**Service Provider**")

Background

- A. The Requesting Party and the Service Provider are parties to the Roles and Responsibilities Agreement under which they have agreed to perform, subject to the terms of the Roles and Responsibilities Agreement, the Additional Services, WaterNSW Services and DCCEEW Water Services (as applicable) in accordance with the terms of this Service Agreement.

Agreed terms

1. Definitions

In this Service Agreement (including the Background), capitalised terms have the same meaning as in the Roles and Responsibilities Agreement (unless they are assigned a different meaning below), and the following terms have the meaning assigned to them below:

Approval means any licence, permit, registration, consent, approval, determination, certificate, administrative decision, permission or other requirement of any Authority having any jurisdiction in connection with the Services or under any applicable Law, which must be obtained or satisfied to carry out the Services.

Authority includes any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality.

Authorised Person in respect of a party means:

- (a) in the case of any WaterNSW Services and DCCEEW Water Services (as applicable), the relevant Authorised Person (as that term is defined in the Roles and Responsibilities Agreement) named in, or determined in accordance with, the Roles and Responsibilities Agreement; and
- (b) in the case of any Additional Services procured under clauses 6 and 6.2 of the Roles and Responsibilities Agreement, the primary contact person for the Requesting Party and the Service Provider (as applicable) as set out in the Purchase Order, or any other person appointed by a party to be its Authorised Person from time to time during the Services Term (which appointment will be made by that party giving Notice of such appointment to the other party).

Background IP in respect of a party means:

- (a) any Intellectual Property Rights belonging to that party that are pre-existing as at the Commencement Date; or

- (b) any Intellectual Property Rights that are brought into existence by or on behalf of that party, other than as a result of the performance of that party's obligations under this Service Agreement,

and used by a party in performing its obligations under this Service Agreement.

Commencement Date means:

- (a) in respect of the WaterNSW Services and DCCEE Water Services, the date that is the Commencement Date of the Roles and Responsibilities Agreement; and
- (b) in the case of any Additional Services procured under clauses 6 and 6.2 of the Roles and Responsibilities Agreement, the date on which a Service Contract is deemed to be formed under clause 6.2(b) of the Roles and Responsibilities Agreement.

Consequential Loss means any loss of income, loss of revenue, loss of profit, loss of financial opportunity, loss of business or loss of business opportunity, loss of contract, loss of goodwill, loss of use or loss of production (whether the loss is direct or indirect).

Deliverables means all the goods, supplies, software or documents (including any design documentation) the Service Provider provides to, or creates or develops for, the Requesting Party under or in connection with this Service Contract (including in the course of performing the Services), including reports, documents and other materials embodying data, results and other information but does not include the parties' working documents, general correspondence or drafts.

End Date means:

- (a) in the case of any WaterNSW Services and DCCEE Water Services (as applicable), the last day of the Term of the Roles and Responsibilities Agreement (unless otherwise agreed by the parties); and
- (b) in the case of any Additional Services procured under clauses 6 and 6.2 of the Roles and Responsibilities Agreement, the date set out in, or determined by reference to, the Purchase Order, accepted Quote or Amended Quote (as applicable).

Fees means:

- (a) unless the parties agree otherwise during the Services Term, in the case of any relevant WaterNSW Services and DCCEE Water Services (as applicable) that are Additional Services:
 - (i) an amount that is determined having regard to, the fees that the Requesting Party was obliged to pay to the Services Provider in respect of the relevant Services as at the Commencement Date of the Roles and Responsibilities Agreement; or
 - (ii) the lump sum amount, schedule of fees or other amounts (if any) set out in the relevant Services Schedule in respect of the relevant Services or any other agreement entered into between the parties from time to time in respect of such Services; and
- (b) in the case of any Additional Services procured under clauses 6 and 6.2 of the Roles and Responsibilities Agreement, the lump sum amount, schedule of fees or other amounts (as applicable) set out in the Purchase Order, accepted Quote or Amended Quote (as applicable), as adjusted from time to time in accordance with this Service Agreement.

GST or Goods and Services Tax means the tax payable on taxable supplies under the GST Law.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax.

Intellectual Property Rights means all present and future rights in relation to patents, designs, trademarks, copyright or other protected intellectual property rights (or any rights to registration

of such rights) whether created before or after the Commencement Date and whether existing in Australia or otherwise.

Key Performance Indicators or **KPIs** means the key performance indicators, if any, set out in:

- (a) in the case of any WaterNSW Services and DCCEEW Water Services (as applicable), the relevant Services Schedule; and
- (b) in the case of any Additional Services procured under clauses 6 and 6.2 of the Roles and Responsibilities Agreement, the Quote or Amended Quote (as applicable) or any other document that forms part of the relevant Service Contract.

Moral Rights means any of the moral rights defined in the *Copyright Act 1968* (Cth) or other analogous rights arising under any other Law that exists or may come to exist anywhere in the world.

Notifiable Incident has the meaning given in the *Work Health and Safety Act 2011* (NSW).

Personnel means:

- (a) in respect of the Service Provider, any directors, officers, employees, consultants, agents and subcontractors of the Service Provider; and
- (b) in respect of the Requesting Party, any directors, officers, employees, consultants, agents and contractors of the Requesting Party (other than the Service Provider).

Policies and Procedures means the most recent versions of the Service Provider's code of conduct, policies and procedures, and any other policies or procedures of the Requesting Party that may reasonably be notified to the Service Provider by the Requesting Party prior to the Commencement Date, each as updated from time to time.

Requesting Party's Information means any information (including Data) that is reasonably required by the Service Provider for the purposes of performing the Services, provided to the Service Provider by the Requesting Party from time to time in accordance with clause 0.

Roles and Responsibilities Agreement means the agreement titled "Roles and Responsibilities Agreement" that was entered into between the Department of Planning, Industry and Environment (ABN 20 770 707 468), the Natural Resources Access Regulator (ABN 94 426 785 505), the Water Administration Ministerial Corporation (ABN 32 471 530 421) and Water NSW (ABN 21 147 934 787) on or about 30 June 2021.

Service Agreement means the contractual relationship between the parties constituted by:

- (a) these Service Terms and Conditions;
- (b) the KPIs (if any); and
- (c) either:
 - (i) in the case of any WaterNSW Services and DCCEEW Water Services (as applicable), the Roles and Responsibilities Agreement and any Services Schedule; or
 - (ii) in the case of any Additional Services procured under clauses 6 and 6.2 of the Roles and Responsibilities Agreement, each other document that comprises a Service Contract.

Services means:

- (a) in the case of any WaterNSW Services and DCCEEW Water Services (as applicable), the Services described in the Roles and Responsibilities Agreement and in the relevant Services Schedule; and
- (b) in the case of any Additional Services procured under clauses 6 and 6.2 of the Roles and Responsibilities Agreement, the Services set out in the Purchase Order, accepted Quote or Agreed Quote (as applicable),

as varied or amended from time to time, including on account of any Variation.

Services Term has the same meaning as in clause 3.

Variation means:

- (a) in the case of any WaterNSW Services and DCCEEW Water Services (as applicable), and unless the parties agree otherwise during the Services Term, any change or variation to the relevant Services in accordance with the Roles and Responsibilities Agreement or as set out in a Service Schedule; and
- (b) in the case of any Additional Services procured under clauses 6 and 6.2 of the Roles and Responsibilities Agreement, any change or variation to the Services in accordance with this Service Agreement,

including any addition, increase, decrease, omission, deletion or removal to or from the Services.

2. Other Clauses Incorporated

Clauses 1.2 (Interpretation), 10 (Dispute Resolution), 11 (Notices) (except clause 11(d)), 12 (Confidentiality, Privacy and GIPA Disclosure) (except clause 12.1(a)), and (General) (except clause 14.15) of the Roles and Responsibilities Agreement apply to this Service Agreement as if they were set out in full in this Service Agreement, except that any references to "Agreement" in those clauses will be taken to be a reference to this "Service Agreement".

3. Services Term

This Service Agreement will commence on the Commencement Date and continue until the End Date, unless it is extended, or terminated earlier, in accordance with its terms (**Services Term**).

4. Requesting Party Obligations

4.1 General

The Requesting Party must, in accordance with the requirements of the Service Agreement:

- (a) allow the Service Provider to perform the Services; and
- (b) pay the Fees to the Service Provider for performing the Services.

4.2 Requesting Party Information

- (a) The Requesting Party must use reasonable endeavours to provide to the Service Provider any Requesting Party's Information, as specified or otherwise set out in this Service Agreement, in a timely manner.
- (b) Subject to clause 4.2(d), if, during the Services Term, the Service Provider, in its reasonable opinion, requires additional Requesting Party's Information to perform the Services, it may request such information from the Requesting Party and the Requesting party will promptly provide the relevant additional Requesting Party's Information to the Service Provider.
- (c) The Requesting Party's Information will remain the property of the Requesting Party.
- (d) The Service Provider must protect and keep safe any Requesting Party's Information and may use the Requesting Party's Information only to the extent that the use of such information is reasonably necessary to enable the Service Provider to perform the Services.
- (e) The Requesting Party is not required to comply with clause 4.2(b):
 - (i) to the extent that doing so is not permitted or authorised by, or would contravene, any Law;
 - (ii) where the relevant information is subject to legal professional privilege and disclosure by a party would waive such privilege; or

- (iii) where doing so would constitute a breach of contract or would infringe the Intellectual Property Rights of another person.
- (f) In the event that the Requesting Party does not, or is unable to, provide the Requesting Party's Information under this clause 4.2, the Service Provider will be entitled to claim an extension of time under clause 14.

4.3 Provide access

- (a) If the Services require access to land, and unless otherwise specified in the Service Agreement, the Requesting Party must use reasonable endeavours to:
 - (iv) as soon as practicable, provide the Service Provider with access to the land upon which the Services are to be performed; and
 - (v) arrange access to any other property which may be necessary for the Service Provider to perform the Services.
- (b) The Service Provider must comply with all reasonable directions, procedures and policies relating to work health, safety and security pertaining to the land referred to in clause 4.3(a) when accessing and using the same.
- (c) In the event that the Requesting Party does not, or is unable to, provide or arrange access to land or property in accordance with clause 4.3(a), the Service Provider will be entitled to claim an extension of time under clause 14.

4.4 Make decisions

If:

- (a) the Service Provider requests the Requesting Party to consider the selection of alternative courses of action in respect of the Services or the performance of its obligations under the Service Agreement; and
- (b) all information required to enable a decision to be made is provided by the Service Provider or is otherwise available to the Requesting Party,

then the Requesting Party must give a decision on the required course of action to the Service Provider within a reasonable time period and so as not to delay or disrupt the performance of the Services. However, regardless of any request or decision under this clause, the Service Provider must continue to perform its obligations under the Service Agreement until the Requesting Party makes a decision on the required course of action.

5. Service Provider Obligations

5.1 General

- (a) The Service Provider acknowledges that the Requesting Party has entered into the Service Agreement relying on the professional skill, care, diligence and expertise of the Service Provider in the performance of the Services.
- (b) During the Services Term, the Service Provider must perform the Services:
 - (i) in accordance with this Service Agreement (including any KPIs) and all relevant Laws;
 - (ii) to the standard of professional care and skill expected of a service provider experienced in the performance of services that are the same or similar to the Services;
 - (iii) in accordance with any reasonable directions given by the Requesting Party;
 - (iv) where practicable, using reasonable endeavours to do so in a cost-effective manner;
 - (v) where appropriate, having regard to the Roles and Responsibilities Agreement;
 - (vi) using reasonable endeavours to avoid damage to property and the environment; and

- (vii) using reasonable endeavours to prevent nuisance, or unreasonable inconvenience to other persons.

5.2 Approvals, Policies and Procedures

In performing the Services, the Service Provider must:

- (a) unless otherwise specified in the Service Agreement, obtain all relevant and necessary Approvals (if any); and
- (b) ensure that it and its Personnel are aware of, and comply with, the Policies and Procedures.

5.3 Deliverables and non-conforming Deliverables

- (a) The Service Provider must prepare any Deliverables:
 - (i) in accordance with the Service Agreement (including any KPIs); and
 - (ii) so that they are reasonably suitable for their intended use (being the use contemplated in or reasonably ascertainable from the Service Agreement) and completed in accordance this Service Agreement.
- (b) If in the opinion of the Requesting Party's Authorised Person (acting reasonably), any Deliverables have not been prepared, or any Services have not been performed, in accordance with the Service Agreement, the Requesting Party's Authorised Person may give the Service Provider a Notice specifying the non-complying Deliverables or Services and doing one or more of the following:
 - (i) requiring the Service Provider to:
 - (A) amend the Deliverables or re-perform the non-complying Services within a specified time period; and
 - (B) take reasonable steps to mitigate the effect on the Requesting Party of the failure to prepare the Deliverables or perform the Services in accordance with the Service Agreement; or
 - (ii) advising the Service Provider that the Requesting Party will accept the non-complying Deliverables or Services despite the non-compliance.
- (c) If a Notice is given under clause 14.16(b)(i), the Service Provider must, at its cost, amend the Deliverables or re-perform the non-complying Services:
 - (i) within the time specified in the Requesting Party's Authorised Person Notice; and
 - (ii) so as to minimise any delay or disruption to the performance of the Services and demonstrate steps taken to prevent any similar future non-compliance.

6. Subcontracting

The Service Provider:

- (a) must not subcontract the whole or any part of the Services without the prior written approval of the Requesting Party's Authorised Person, other than to any subcontractors that are expressly specified in the Service Agreement or have been preapproved by the Requesting Party; and
- (b) will be fully responsible for the performance of the Services in accordance with this Service Agreement despite subcontracting the performance of any part of the Services;
- (c) must engage subcontractors on terms that are not inconsistent with this Service Agreement.

7. Work health and safety

- (a) Without limiting the Service Provider's obligations under any other provision of the Service Agreement, the Service Provider must, and must ensure that its Personnel, comply with the WHS Legislation including:
 - (iii) any obligation under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter; and
 - (iv) if requested by the Requesting Party's Authorised Person or required by the WHS Legislation, demonstrate compliance with the WHS Legislation, including providing evidence of any Approvals, prescribed qualifications or experience, or any other information relevant to work health and safety matters.
- (b) In performing its obligations under the Service Agreement, the Service Provider must:
 - (i) in carrying out the Services, enable the Requesting Party to discharge the Requesting Party's duties under the WHS Legislation;
 - (ii) ensure that in performing the Services, it does not do anything or fail to do anything that would cause the Requesting Party to be in breach of the WHS Legislation; and
 - (iii) as soon as practicable following a Notifiable Incident connected with the Services or the Service Agreement, notify the Requesting Party of the Notifiable Incident and provide the Requesting Party with a written report within 24 hours of such Notifiable Incident.
- (c) The Service Provider must, and must take reasonable steps to ensure that its subcontractors:
 - (i) have the necessary resources in place to comply with the WHS Law; and
 - (ii) take all necessary measures to identify foreseeable hazards in relation to the Services which could potentially give rise to health and safety issues or breaches and take all necessary measures to assess and eliminate or control the risks arising from those hazards.

8. Fees and payment

8.1 Basis of Fees

The Service Provider acknowledges that, unless otherwise expressly stated in the Service Agreement, the Fee:

- (a) is firm and inclusive of all taxes (other than GST), duties (including customs duty) and governmental charges imposed or levied in Australia or overseas;
- (b) includes the cost of any packaging, marking, handling, freight and delivery, insurance and any other applicable costs and charges, and costs of compliance with all other statutory, award or other legal or contractual requirements; and
- (c) to the extent that it relates to Services carried out by a third party on behalf of the Service Provider, is on a pass-through basis (including an amount on account of the Service Provider's overheads and administration as agreed by the parties from time to time or as set out in the Quote, Agreed Quote or Services Schedule (as applicable), but excluding any amount for profit or margin).

8.2 Claims and payment

- (a) The Service Provider must give the Requesting Party's Authorised Person a payment claim on account of any Services provided and any other amounts payable by the Receiving Party to the Service Provider under the Service Agreement:
 - (i) if:

- (A) the Purchase Order sets out payment milestones or stages for payment, on or after the date of that the relevant milestone or stage is achieved; and
 - (B) otherwise, on or before the last Business Day of each month after the Commencement Date in which the relevant Services were provided, or other amounts became payable;
 - (ii) in the form of a valid tax invoice that complies with the GST Law in respect of that taxable supply;
 - (iii) that clearly identifies the Services completed and the Fees claimed and that is accompanied by any documentation the Requesting Party reasonably requests which evidences that the relevant Services and any Deliverables have been performed in accordance with this Service Agreement;
 - (iv) which are based on the any schedule of Fees, milestone or stage payment to the extent such prices are relevant; and
 - (v) that are accompanied by a signed subcontractor's statement, in the form set out <https://www.revenue.nsw.gov.au/help-centre/resources-library/opt011.pdf> and that is not dated before the date of the relevant payment claim.
- (b) The Requesting Party must:
- (i) notify the Service Provider within 10 Business Days of receipt of the payment claim:
 - (A) of any disputed costs or amounts set out in the relevant payment claim;
 - (B) if the Requesting Party requires the Service Provider to provide additional information for the purposes of assessing the payment claim; and
 - (ii) must pay the Service Provider the undisputed amount of any payment claim within 30 days of receipt of the payment claim.
- (c) If the Requesting Party requests additional information under this clause, then the Service Provider must provide that information to the Requesting Party promptly.
- (d) In the event that the Requesting Party notifies any disputed costs or amounts under clause 14.16(b)(ii), the matter will be referred to Dispute resolution in accordance with clause 10.
- (e) If the Requesting Party pays any of the Fees under this clause, such payment does not constitute an admission on the part of the Requesting Party that the Services have conformed with this Service Agreement and no payment releases the Service Provider from its obligations under this Service Agreement.

9A. Limitation of liability

- (a) Neither party will be liable to the other for any Consequential Loss howsoever arising under or in connection with this Service Agreement.
- (b) Subject to clause 9A(c), but notwithstanding any other provision of the Service Agreement, the Service Provider's aggregate liability to the Requesting Party in contract, tort (including negligence) or otherwise under the Service Agreement is limited to an amount equal to:
 - (i) the Fees as adjusted from time to time, including on account of any Variations; plus
 - (ii) any other amounts paid or payable by the Requesting Party to the Service Provider under or in connection with the Service Agreement.
- (c) Clause 9A(b) does not limit the Service Provider's liability in respect of:
 - (i) liability which cannot be limited at Law;

- (ii) liability for the death or personal injury, or loss or damage to third party real or personal property;
- (iii) fraud, wilful misconduct or criminal conduct by the Service Provider or any of its Personnel;
- (iv) an amount payable under an insurance policy taken out in conjunction with this Service Agreement; or
- (v) the Service Provider's abandonment of its obligations under the Service Agreement.

10A. GST

- (a) The parties acknowledge that unless otherwise expressly stated all amounts of monetary consideration in the Service Agreement are exclusive of GST.
- (b) If GST is or becomes payable on a supply made by a party (**Supplier**) under or in connection with the Service Agreement or the Services, the party providing consideration for the supply (**Recipient**) must pay an additional amount to the Supplier equal to the GST payable by the Supplier (or representative member of a GST group of which the Supplier is a member) in relation to the supply.
- (c) Any amount payable under clause 10A(b) will be paid to the Supplier at the same time as the other consideration for the supply is paid to the Supplier.
- (d) If any party is required under the Service Agreement to reimburse or pay to the other party an amount (other than any payment on account of the Fees) calculated by reference to a cost, expense, or an amount paid or incurred by that party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that party (or representative member of a GST group of which that party is a member) is entitled in respect of any acquisition relating to that cost, expense or other amount.
- (e) Notwithstanding any other provision of the Service Agreement, where the Recipient is the Service Provider, it will not be obliged to pay any amount on account of GST to the Requesting Party (whether under this clause 10A or otherwise) in respect of a taxable supply made by the Requesting Party unless and until the Requesting Party issues to the Service Provider, a valid tax invoice that complies with the GST Law in respect of that taxable supply.
- (f) Where the Supplier is the Service Provider, the Service Provider must issue a valid tax invoice to the Requesting Party in respect of any taxable supply made by the Service Provider to the Requesting Party (including under clause 10A) as a condition precedent to the Requesting Party being obliged to pay any amount on account of GST to the Service Provider in respect of such taxable supply.
- (g) If the GST payable in relation to a supply made by the Supplier under the Contract varies from the additional amount paid by the other party under this clause 10A in respect of that supply, then the Supplier will provide a corresponding refund or credit to or will be entitled to receive the amount of that variation from the other party (as appropriate).
- (h) Each party acknowledges and warrants that at the time of entering into the Service Agreement it is registered for GST (and any entity making supplies or acquisitions under this Service Agreement is also registered for GST) and will notify the other party if it or any relevant entity ceases to be registered for GST.
- (i) In this clauses 10A:
 - (i) terms defined in GST Law have the meaning given to them in GST Law, unless the context suggests otherwise;
 - (ii) GST includes amounts defined as "GST" under the GST Law and "GST equivalents" payments under the *Intergovernmental Agreement Implementation*

(GST) Act 2000 (NSW) (or similar payments under corresponding legislation of any other State or Territory); and

- (iii) any part or progressive or periodic component of a supply that is treated as a separate supply for GST purposes (including attributing GST to tax periods) will be treated as a separate supply.

11A. Intellectual Property

- (a) Each party will retain its Background IP and nothing in this Service Agreement assigns or transfers the Background IP of one party to another. Neither party may assert or bring any claim for ownership of any or all of the other party's Background IP.
- (b) Unless otherwise expressly agreed in a relevant Quote, Amended Quote or Services Schedule (as applicable), The Requesting Party agrees that, immediately upon the creation of any Deliverables, the Service Provider owns the Deliverables.
- (c) The Service Provider grants to the Requesting Party a non-exclusive, irrevocable, perpetual, transferable, royalty-free licence to use, reproduce, make adaptations of, modify or incorporate into other work (and sub-licence any other third party to do so) all existing and future Intellectual Property Rights comprised in or subsisting in the Deliverables (including any Service Provider Background IP in the Deliverables):
 - (i) for the purposes of this Service Agreement;
 - (ii) to allow the Requesting Party the full benefit and enjoyment of the Services; and
 - (iii) for the purpose of performing its official functions and pursuing its official objectives and for internal research and education purposes.
- (d) Each party grants to the other party a non-exclusive, irrevocable, perpetual, transferable, royalty-free licence to use, reproduce, make adaptations of, modify or incorporate into other work (and sub-licence any other third party to do so) all existing and future Intellectual Property Rights comprised in or subsisting in the party's Background IP for the purposes of this Service Agreement.
- (e) The Service Provider must obtain or procure all consents or waivers from any person who has Moral Rights in the Deliverables to the extent necessary to ensure that the Service Provider may do or authorise any acts or omissions consistent with the ownership and licences granted by or under this clause 11A without infringing any Moral Rights.

12. Insurance

- (a) The Service Provider must:
 - (i) from the Commencement Date, effect or have in place the following insurance with reputable insurers:
 - (A) professional indemnity insurance, for the amount of \$1 million (and in the annual aggregate);
 - (B) workers' compensation insurance, for the maximum amount required by Law; and
 - (C) public liability insurance, for the amount of \$20 million in respect of any one occurrence;
 - (ii) in relation to workers compensation insurance, ensure that each of its subcontractors has similar insurance to the Service Provider's workers compensation insurance covering the subcontractor's employees; and
 - (iii) upon request from the Requesting Party's Authorised Person, provide the Requesting Party's Authorised Person with copies of certificates of currency for the insurances referred to in clause 12(i) as required by the Requesting Party's Authorised Person from time to time.

- (b) The insurance which the Service Provider is required to have in place under clause 12(a) must be maintained:
 - (i) in the case of public liability insurance and workers compensation insurance, until completion of the Services; and
 - (ii) in the case of professional indemnity insurance, until the expiry of 6 years following completion of the Services.
- (c) The Service Provider must ensure that it does not do anything which prejudices any insurance maintained under this Service Agreement.

13A. Keeping of records

- (a) The Service Provider must keep proper accounts, records (including information stored by computer and other devices) and time sheets in accordance with accounting principles generally applied in government sector practice in respect of its time charge billing, its reimbursable expenditure and fees and reimbursements payable to others properly engaged pursuant to the Service Agreement.
- (b) The Service Provider must, within a reasonable time of any request, give the Requesting Party's Authorised Person access to, or verified copies of, any information which may be reasonably required by the Requesting Party to substantiate a claim by the Service Provider.

14. Variations and extensions of time

14.1 Variations

- (a) The Requesting Party's Authorised Person may instruct the Service Provider to carry out a Variation by:
 - (i) a written direction entitled "Variation Order"; or
 - (ii) an oral instruction confirmed within 1 Business Day by a written direction entitled "Variation Order",
(Variation Order).
- (b) The Fee will be adjusted for all Variations which have been the subject of a Variation Order by:
 - (i) an amount determined by the Requesting Party using any rates or prices which appear in the Service Agreement to the extent they are applicable to, or it is reasonable to use them for valuing, the Variation; or
 - (ii) in any other circumstance, a reasonable amount to be agreed between the parties or, failing agreement, determined by the Requesting Party's Authorised Person acting reasonably.
- (c) If a Variation the subject of a direction by the Requesting Party's Authorised Person omits or deletes any part of the Services, the Requesting Party may thereafter carry out such omitted or deleted work or activities either itself or by engaging another contractor to do so.

14.2 Extension of time

If the Service Provider is or will be delayed by a cause that is beyond its reasonable control and in a manner which will prevent it from performing or completing the Services by the relevant End Date (or any other specified date) unless that date is extended:

- (a) the Service Provider may claim an extension of time by giving the Requesting Party's Authorised Person a Notice within 10 Business Days of the commencement of the occurrence causing the delay and setting out:
 - (i) particulars of the delay and the occurrence causing the delay; and

- (ii) the number of days extension of time claimed together with the basis of calculating that period, including the anticipated period that the Service Provider will be delayed in achieving the End Date (or other specified date); and
 - (iii) the Requesting Party's Authorised Person must assess the Service Provider's claim (acting reasonably) and the relevant End Date (or other specified date) will be extended by a reasonable period determined by the Requesting Party's Authorised Person (acting reasonably) and notified to the Service Provider's Authorised Person within 10 Business Days of the Service Provider's written claim under clause 14.2(a).
- (b) If either party disputes any claim for extension or a decision relating to such claim, the matter will be referred to Dispute resolution in accordance with clause 9.

15. Suspension and termination

15.1 Suspension or termination for cause

- (a) Subject to clause 15.4, where a party has breached any material provision of this Service Agreement:
- (i) the other party may give a Notice to that party requiring it to rectify the breach within 30 days of receiving the Notice; and
 - (ii) if the party which received the Notice under clause 15.1(a)(i) fails to rectify that breach in the time stated in the Notice, the other party may:
 - (A) suspend the Service Agreement (in whole or in part) immediately by giving a further Notice to the party; or
 - (B) terminate this Service Agreement for cause.
- (b) If this Service Agreement is suspended under clause 15.1(a)(ii)(A), the party that suspended the Service Agreement may direct the other party to re-commence the carrying out of the relevant obligations under the Service Agreement by providing 10 Business Days prior written Notice to the relevant party to do so.
- (c) if the Service Agreement is terminated under clause 15.1(a)(ii)(B):
- (i) the Requesting Party must pay the Service Provider for all Services performed and expenses incurred up to the date of termination (after taking into account any payments already made to Service Provider prior to that date); and
 - (ii) unless directed otherwise by the Requesting Party's Authorised Person, the Service Provider must return the Requesting Party's Information to the Requesting party's Authorised Representative.

15.2 Termination for convenience

- (d) Subject to clause 15.4, the Requesting Party may by written Notice to the Service Provider terminate the Service Agreement at its convenience, with effect from the date stated in the Notice.
- (e) If the Requesting Party terminates the Service Agreement under clause 15.2(a), the Service Provider will be entitled to payment of the following amounts as determined by the Requesting Party's Authorised Person (acting reasonably):
- (i) for all Services carried out and expenses incurred up to the date of termination, the amount which would have been payable up to the date of termination if the Service Agreement had not been terminated and the Service Provider submitted a payment claim for the Service Agreement value of the Services carried out and expenses incurred up to the date of termination (deducting any payments already made to the Service Provider prior to the effective date of termination); and
 - (ii) the reasonable direct costs incurred by the Service Provider (excluding profit but including an amount for overheads and administration) as a direct result of the termination.

- (f) In respect of the amounts contemplated under clause 15.2(b)(ii), the Service Provider must:
 - (i) take reasonable steps to mitigate such direct costs; and
 - (ii) provide any additional information reasonably required by the Requesting Party's Authorised Person to demonstrate the basis of any amounts claimed.
- (g) The amount to which the Service Provider is entitled under this clause 15.2 will be a limitation upon the Requesting Party's liability to the Service Provider arising out of, or in any way in connection with, the termination of the Service Agreement.

15.3 What the Service Provider must do if it receives a Notice

Upon receipt of a Notice under clauses 15.1(a) or 15.2(a) the relevant party must:

- (h) in the case of the Service Provider, stop, suspend or reduce (as applicable) the Services as specified in the relevant Notice;
- (i) take reasonable steps to minimise its loss resulting from the termination, suspension or reduction (as applicable); and
- (j) continue to perform any obligations under the Service Agreement that have not been suspended or reduced.

15.4 Preservation of rights

Nothing in this clause 15 or that a party does or fails to do pursuant to this clause 15 will prejudice the right of that party to exercise any right or remedy (including recovering damages) which it may have where the other party breaches (including repudiates) the Service Agreement.

16. Survival

This clause 16, and clauses 9 (Dispute Resolution), 10 (Notices), 11 (Confidentiality, Privacy and GIPA Disclosure), 11A (Intellectual Property), 12 (Insurance), 13 (General), 13A (Keeping of records) and 15 (Suspension and Termination) survive termination or expiry of the Service Agreement.

Schedule 5: Services Schedule Water NSW Services

relating to billing, financial, account management as associated reporting and Revenue Sharing Requirements

2. Background

- (a) This Services Schedule:
- (i) is made under the Roles and Responsibilities Agreement entered into between DPIE Water (now known as DCCEEW Water), NRAR, WAMC and WaterNSW on or about 30 June 2021 (the “Roles and Responsibilities Agreement”); and
 - (ii) Sets out the respective Roles and Responsibilities, rights, entitlements, and obligations of each party in respect of:
 - (A) WaterNSW Services relating to billing, financial account management and associated reporting (the “**Relevant WaterNSW Services**”); and
 - (B) Revenue Sharing Requirements, including in respect of the Relative Share and the sharing of information for the purposes set out in clause 8.3(c) of the Roles and Responsibilities Agreement.
- (b) Unless the context requires otherwise, capitalised terms used in this Services Schedule have the same meaning as in the Roles and Responsibilities Agreement.

2. Relevant WaterNSW Services

The parties acknowledge and agree that:

- (a) For the purposes of clause 5.5(a) of the Roles and Responsibilities Agreement, their respective Roles and Responsibilities, rights, entitlements and obligations in respect of the Relevant WaterNSW Services (that, for clarity, fall within the scope and scale of the activities covered by the WAMC Price Determination and/or are otherwise funded through the Relative Share) are set out in Schedule A of this Services Schedule; and
- (b) In respect of the Relevant WaterNSW Services:
- (i) This Services Schedule will be binding on the parties on and from the date contemplated in paragraph 4(b) below, and clause 5.6 of the Roles and Responsibilities Agreement will thereafter no longer apply to the Relevant WaterNSW Services; and
 - (ii) For the the purposes of the relevant Service Agreement (as that term is defined in the Service Terms and Conditions):
 - (A) the “Requesting Party”, and any references to the Requesting Party, will be taken to mean DCCEEW Water, NRAR and WAMC (together, the “Requesting Party”);
 - (B) an obligation or liability assumed by, or a right conferred on, DCCEEW Water, NRAR and WAMC as the Requesting Party binds or benefits them jointly and severally;
 - (C) for clarity, the aggregate of the Service Provider’s liability to DCCEEW Water, NRAR and WAMC jointly and severally will not exceed, and is

subject to, the same limitations of liability, and qualifications on such limitations of liability, as are specified in the Service Agreement;

and, the Service Agreement will be read and construed accordingly.

3. Revenue Sharing Requirements

The parties acknowledge and agree that:

- (a) Revenue Sharing Requirements means the respective Roles and Responsibilities, rights, entitlements and obligations of each party as set out in Schedule B of this Services Schedule
- (b) the Relative Share, and the basis for its calculation, is as set out in Tables 1 and 3 respectively of Annexure A to Schedule B of this Services Schedule;
 - (i) subject to paragraph 3(a)(iii)(B) below, the Revenue Sharing Requirements will be binding on the parties on and from the date that this Services Schedule is approved by the Steering Group under clause 5.5(b) of the Roles and Responsibilities Agreement; and
 - (ii) notwithstanding the date that this Services Schedule is approved by the Steering Group, the Relative Share will apply to determine the relevant rights and entitlements of the parties with effect on and from 1 July 2021;

for the period commencing:

- (iii) on the Commencement Date and ending on the date that the Revenue Sharing Requirements are binding on the parties under paragraph 3(a)(iii)(A) above, the revenue sharing requirements that applied immediately prior to the Commencement Date will apply, or be deemed to apply, for the purposes of determining the rights, entitlements and obligations of each party with respect to revenue sharing; and
 - (iv) on 1 July 2020 and ending on 30 June 2021, the relative share and basis for its calculation that applied immediately prior to the Commencement Date will apply, or be deemed to apply, for the purposes of determining the rights, entitlements and obligations of each party with respect to the relative share of revenue from water charges and NSW Government funding for WAMC water management and Rural Valleys Bulk Water (rural bulk water) monopoly services; and
- (a) the Revenue Sharing Requirements and the Relative Share will be reviewed and, where necessary, updated:
 - (i) on an annual basis; and/or
 - (ii) within the timeframes and in the circumstances contemplated under clause 4.3(a)(i) and (ii) of the Roles and Responsibilities Agreement.
 - (d) For clarity, clauses 5.4, 5.5, 5.6 and 6 of the Roles and Responsibilities Agreement do not apply to the Revenue Sharing Requirements and/or the Relative Share.

4. Approval of Services Schedule by Steering Group

- (a) By signing below, the Steering Group Representative of each party who has Roles and Responsibilities arising from, or is affected by, this Services Schedule indicates their approval of this Services Schedule.
- (b) In accordance with clause 5.5(b) of the Roles and Responsibilities Agreement, this Services Schedule will constitute a Services Schedule on and from the date that the last Steering Group Representative signs this Services Schedule.

Signed and approved by the Steering Group:

Steering Group Representative	Party	Date
<p>_____</p> <p>Name:</p> <p>Position:</p>	<p>DCCEEW Water</p>	
<p>_____</p> <p>Name:</p> <p>Position:</p>	<p>WaterNSW</p>	
<p>_____</p> <p>Name:</p> <p>Position:</p>	<p>NRAR</p>	
<p>_____</p> <p>Name:</p> <p>Position:</p>	<p>WAMC</p>	

Schedule A – Relevant WaterNSW Services

The following comprise the requirements for the Relevant WaterNSW Services:

1. Billing management requirements

WaterNSW must provide the following services to DCCEEW Water and NRAR at no charge as part of the functions it performs on behalf of WAMC:

- (a) prepare billing specifications (which are technical documents that include billing rules applied to water licenses for rating purposes) for WAMC and amend or update such specifications in agreement with DCCEEW Water and NRAR if there are policy or operational changes
- (b) calculate and issue water management bills to WAMC and rural bulk water customers in respect of regulated valleys, unregulated valleys and groundwater in accordance with current billing cycles (quarterly in arrears for regulated, and annually in arrears for unregulated and groundwater customers). Fee for service activities are billed as determined by the agency responsible for the fee for service activity
- (c) collect and determine water usage (for the purpose of accurate account management, billing and reporting) prior to billing (including relevant requirements under the NSW Non-Urban Water Metering policy, and clause 6.3 of the Operating Licence);
- (d) Develop and provide DCCEEW Water and NRAR with agreed WAMC billing reports as per section 2 of this Schedule, and as requested by the WAMC governance group or DCCEEW Water or NRAR;
- (e) monitor WAMC and rural bulk water customer entitlement and usage data and provide this data to DCCEEW Water and/or NRAR on request within a reasonable timeframe or if the request is captured by the data sharing agreement in accordance with the requirements of the data sharing agreement. WaterNSW may provide access to data by providing DCCEEW Water and/or NRAR access to the WAS;
- (f) manage and maintain WAMC and rural bulk water customer accounts in respect of regulated valleys, unregulated valleys and groundwater
- (g) proactively manage debtors in accordance with WaterNSW's debtors management policies (WaterNSW to notify DCCEEW Water about any changes to debtors management policies);
- (h) provide debt collection services in accordance with WaterNSW's debtors management policies for all debtors (including outstanding debts incurred prior to 1 July 2021);
- (i) undertake all transactions with WAMC and rural bulk water customers, including the issuing of bills and the handling of customer queries and complaints in a timely and efficient manner; and
- (j) advise on request the WAMC governance group, DCCEEW Water and NRAR of material aged debtors and recovery actions taken (such as the issuing of reminder notices, overdue notices, 'show cause' notices and debt collection).

2. Billing management deliverables

- (a) WaterNSW must provide DCCEEW Water with a monthly report (within 14 days after the end of each month, except for the months of March and June where the report must be provided within 7 days after the end of the month for end of year reporting purposes), and an annual report summarising the financial year, covering:
 - (i) Actual invoicing, less credit adjustment
 - (ii) Billed versus collected revenue, by water source and split by agency
 - (iii) Debtors report (balances 30, 60, 90 and over 90 days) split by WAMC agency (DCCEEW Water, NRAR and WaterNSW) as per Schedule B.
 - (iv) Reconciliation of invoicing, adjustments and receipts to debtors report
 - (v) User revenue split between WAMC agencies
 - (vi) Cash receipts – single payment

- (vii) Groundwater assessment charge revenue collected by WaterNSW to be forwarded onto DCCEEW Water as per Schedule B part 3.
- (viii) Summary of final invoicing per year (by water source) and including consent transactions.
- (b) As water users in Groundwater and Unregulated water sources are billed annually in arrears, WaterNSW will provide an accrual for the current year of water user charges based on what is expected to be billed. Once actual revenue has been collected a reconciliation will be made retrospectively by WaterNSW.
- (c) WaterNSW must present the data from source system reports (either directly or via a database reading software).
- (d) WaterNSW must provide DCCEEW Water an annual letter of certification of billing controls (by 31 August each year), as per NSW Treasury Policy and Guidelines Paper TTP 17-0: Certifying the effectiveness of internal controls over financial information (2017).
- (e) WaterNSW must provide DCCEEW Water, after each billing cycle, detailed billing reports per customer. (include details of customer number, water access licence number, billing codes – one part, two part, entitlement billed, usage billed, amount billed and for minimum charges show the type of calculation – one part or two part) and any other details to be used in auditing the billing

3. Introduction of new floodplain harvesting charges

IPART has set charges for floodplain harvesting (FPH) for the relevant river valleys under the 2021 WAMC Price Determination. These charges will take effect after the FPH Regulation is introduced in NSW and as it is implemented across the state. The requirements of the parties in connection with the FPH charges are as follows:

- (a) At least 30 days before the end of each financial year, DCCEEW shall notify WaterNSW of whether a FPH Regulation is likely to be made in respect of each relevant river valley source within the subsequent financial years.
- (b) DCCEEW shall notify WaterNSW at least 14 days before a change in legislation and or issuing of FPH Water Licences in respect of each relevant river valley, recognising the potential impact on the water take forecasts assumed in the 2021 WAMC Price Determination. Such notification must:
 - (i) specify whether FPH licences have been made in respect of each relevant river valley;
 - (ii) specify the commencement date of the FPH Regulation in respect of each relevant river valley; and
 - (iii) provide advice in relation to the commencement date of the FPH WAMC charges, taking into account the FPH water take forecasts used to set the FPH WAMC charges.
- (c) On receipt of the notification specified in 3(b), the parties shall agree to the commencement date of the introduction of the FPH WAMC charges, which won't be later than 6 months after date of the notification.

[Explanatory Note: FPH WAMC charges are set out in table 2(a), table 3(a), table 7(a), table 23(a), table 24(a), table 25(a), table 26(a), table 27 (a), table 28(a) of the 2021 WAMC Price Determination]

Schedule B – Revenue Sharing Requirements

The Revenue Sharing Requirements are as follows:

1. Revenue sharing requirements

Note:

- *In respect of any billing period from 1 July 2021 to the date on which this Schedule is approved by the Steering Group, invoices may be issued, and revenue may be remitted on a frequency other than a monthly basis.*
- *By 30 April 2022, the parties must calculate a reconciliation of WAMC and rural bulk water revenue sharing for the period from the Commencement Date to the date when this Services Schedule is agreed and make payments to give effect to the reconciliation. This reconciliation will align revenue sharing to reflect Schedule B and Appendix A to Schedule B for 2021-22*
- *Each year, DCCEEW Water will remit to NRAR the amounts shown in Row N of Annexure A or other amounts agreed by DCCEEW Water and NRAR, having regard to the Roles and Responsibilities Agreement to achieve the Purpose. These remittances from DCCEEW Water to NRAR should be paid in a timely fashion, at intervals as agreed by DCCEEW Water and NRAR from time to time.*

For the duration of the 2021 WAMC Price Determination (billing period commencing 1 July 2021 to 30 June 2025 and any extension years, the WAMC agencies will share the WAMC revenues raised under the 2021 WAMC Price Determination as follows:

- (a) WaterNSW will collect all WAMC revenue from IPART-determined:
 - (i) WAMC water management user charges; and
 - (ii) WAMC related Murray-Darling Basin Authority Joint Venture (MDBA) and Dumaresq-Barwon Border Rivers Commission (BRC) user charges
- (b) WaterNSW and NRAR (or their agents) will bill, collect and retain their own revenue from fee-for-service consent transaction charges as determined by IPART and shown in Schedule 4 to the 2021 WAMC Price Determination.
- (c) Where the consent transaction charges in Schedule 4 of the 2021 WAMC Price Determination include groundwater assessment, WaterNSW and NRAR (or their agents) will bill and collect revenue from customers, on behalf of DCCEEW Water. More information about fee-for-service revenue is provided in section 3 of this Schedule B.
- (d) WaterNSW will bill, collect and retain its own revenue for other fee-for-service charges, such as meter service charges, water take assessment charges, new metering charges (for instance, scheme management charge, telemetry non-telemetry charges, new meter service charges, and exit fees) and ancillary and miscellaneous charges.
- (e) WaterNSW will retain monthly the WaterNSW Relative Share of the WAMC user charge revenue collected from users. This is an amount equivalent to the percentage in row C of Table 1 in Annexure A, of total WAMC water management user charge revenue collected each month in the relevant financial year.
- (f) WaterNSW will remit monthly to DCCEEW Water the DCCEEW Water and NRAR Relative Share of the WAMC user charge revenue collected from users. This is an amount equivalent to the percentage, in row D of Table 1 in Annexure A, of total WAMC water management revenue collected each month.
- (g) WaterNSW will remit monthly to DCCEEW Water all of the WAMC-related revenue collected from users under the MDBA and BRC pass through charges. IPART forecast MDBA and BRC user revenue is in Table 2 of Annexure A.
- (h) DCCEEW Water will receive a non-user government contribution towards WAMC water management activities in nominal dollars, comprising:
 - (i) IPART-determined 'Government share' of WAMC water management costs

- (ii) Community Service Obligation (CSO) funding to cover the shortfall between IPART regulated WAMC user share and IPART's forecast WAMC user revenue.
 - (iii) IPART-determined WAMC-related MDBA and BRC 'Government share'
 - (iv) CSO funding to cover the shortfall between IPART regulated MDBA and BRC user share and IPART's forecast MDBA and BRC user revenue
 - (v) CSO funding to cover full cost of MDBA and BRC.
 - (vi) IPART recommended funding to cover NRAR's full cost of compliance.
- (i) DCCEEW water will retain, from the non-user government contribution towards WAMC water management activities in nominal dollars:
- (i) The DCCEEW Water and NRAR Relative Share of the IPART-determined 'Government share' of WAMC water management costs, being equivalent to yearly dollar amount in row L of Table 1 in Annexure A;
 - (ii) The DCCEEW and NRAR Relative Share of the IPART-determined WAMC Community Service Obligation, being equivalent to the yearly dollar amount in row H of Table 1 in Annexure A;
 - (iii) All of the WAMC-related MDBA and BRC 'Government share' and CSO amounts; and
 - (iv) The IPART recommended NRAR full cost of compliance funding, equivalent to yearly amount in row M of Table 1 in Annexure A.
- (j) WaterNSW will invoice for, and DCCEEW Water will remit monthly to WaterNSW, from non-user government contribution towards WAMC water management activities:
- (i) the WaterNSW Relative Share of the IPART-determined WAMC water management 'Government share' being equivalent to one twelfth of the yearly amount in row K of Table 1 in Annexure A corresponding to the relevant financial year.
 - (ii) the WaterNSW Relative Share of the WAMC Government CSO funding requirement, being equivalent to one twelfth of the yearly amount in row G of Table 1 in Annexure A corresponding to the relevant financial year.

For the duration of the WaterNSW 2021 Rural Valleys Bulk Water Price Determination (1 July 2021 to 30 June 2025 and any extension years) the parties will deal with the total of the WaterNSW rural bulk water revenue as follows:

- (k) WaterNSW will collect all rural bulk water revenue from IPART-determined:
 - (i) rural bulk water user charges
 - (ii) rural bulk water MDBA and BRC 'pass through' user charges
- (l) WaterNSW will retain all of the IPART-determined rural bulk water user charge revenue collected by it (including any fee for service, ancillary or miscellaneous charges).
- (m) WaterNSW will remit annually (in the month of June) to NSW Treasury all of the IPART-determined rural bulk water MDBA and BRC 'pass through' user charge revenue collected from users during the relevant financial year. DCCEEW Water will recover this amount through appropriation and transfer it to MDBA and BRC as part of the total NSW contribution. IPART's forecast of MDBA and BRC 'pass through' user revenue is in Table 2 of Annexure A.
- (n) DCCEEW Water will receive a non-user government contribution to rural bulk water services, comprising:
 - (i) IPART-determined 'Government share' of rural bulk water costs;
 - (ii) Community Service Obligation funding for rural bulk water;
 - (iii) IPART-determined 'Government share' of rural bulk water MDBA and BRC costs; and
 - (iv) Community Service Obligation funding for bulk water MDBA and BRC.

- (o) DCCEEW Water will retain, from the non-user government contribution to rural bulk water:
 - (i) IPART-determined 'Government share' of rural bulk water MDBA and BRC costs; and
 - (ii) Community Service Obligation funding for bulk water MDBA and BRC.
- (p) WaterNSW will invoice and DCCEEW Water will remit monthly to WaterNSW, from non-user rural bulk water in nominal dollars:
 - (i) the IPART-determined rural bulk water 'Government share' being equivalent to one twelfth of the relevant yearly dollar amount in row O of Table 1 in Schedule A corresponding to the relevant financial year.
 - (ii) the rural bulk water Government CSO funding requirement for the gap between IPART-determined rural bulk water user share and the IPART forecast rural bulk water user share revenue (as a result of capped price increases) being equivalent to one twelfth of the relevant yearly dollar amount in row P of Table 1 in Schedule A corresponding to the relevant financial year.

2. Revenue Sharing Deliverables

- (a) WaterNSW must provide to DCCEEW Water and NRAR, once available, information needed to complete the DCCEEW and NRAR WAMC Annual Information Return by IPART's due date consisting of:
 - (i) Data to inform cost driver calculations (including, volume of entitlements, water take and licence numbers by water source and valley) ;
 - (ii) Any other information reasonably requested by DCCEEW Water and NRAR for the purposes of enabling DCCEEW Water and NRAR to satisfy its obligations under this clause.
- (b) The Parties must provide to each other the WAMC Annual Information Returns and the Special Information Return for WAMC activities (at the same time they are lodged with IPART).
- (c) Additionally, WaterNSW will provide relevant financial and non-financial information relating to MDBA and BRC for rural bulk water (from the WaterNSW bulk water Annual Information Returns and the Special Information Return) at the same time they are lodged with IPART.

3. Payment for services provided between agencies for fee-for-service activities and supporting functions between WAMC agencies

- (a) For Water Consent Transaction activities set out in Table 12 of IPART's 2021 WAMC Final Determination, WaterNSW and/or NRAR may require groundwater assessment services from DCCEEW Water to complete the service. If groundwater assessment is triggered, WaterNSW and/or NRAR will apply the IPART-determined Groundwater assessment charge (additional to the base charge) and collect that additional revenue from customers.
- (b) DCCEEW will invoice WaterNSW and/or NRAR, monthly in arrears, for revenue from IPART-determined Groundwater assessment charge part of revenue collected from users, based on the number of assessments completed during that period and the quantum of revenue collected in line with the IPART regulated fee schedule.
- (c) IPART's final determined consent transaction fee schedule is in place from 1 October 2021. For clarity, the Groundwater Assessment charge will commence from 1 October 2021.

[Explanatory Note: the Groundwater assessment charge (additional to the base charge) is calculated as the difference between the relevant charge where a groundwater assessment is required and the relevant charge where a groundwater assessment is not required. For example, the groundwater assessment charge in 2021-22 commencing 1 October 2021 and ending 30 June 2022 for Type B New or amended works and/or use approval (except those considered by the processing agency to be low risk or administrative) is \$2,545.80]

ANNEXURE A TO SCHEDULE B**Table 1: Relative Share figures referenced in Section 1 of Schedule B, based on IPART final determinations and calculated as per the methodology in Table 3.**

Note: these figures are in \$2020-21 and will be increased by the consumer price index (CPI), as per Annexure B to Schedule B, over the four-year 2021 WAMC and 2021 Rural Valleys Bulk Water Price Determinations (FY22-25).

WAMC revenue sharing (\$2020-21, \$000) *	Row reference to schedule	2021-22	2022-23	2023-24	2024-25	Average FY22 - 25	Total FY 22-25
Relative Shares of WAMC user share revenue by agency (%)							
DCCEEW user share revenue split (%)	A	42.0%	40.7%	39.4%	38.5%	40.2%	
NRAR user share revenue split (%)	B	12.6%	12.1%	11.7%	11.4%	12.0%	
WaterNSW user share revenue split (%)	C	45.4%	47.2%	48.9%	50.1%	47.9%	
DCCEEW and NRAR user share revenue split (%) (A+B)	D	54.6%	52.8%	51.1%	49.9%	52.1%	
Indicative user share revenue based on IPART forecast revenue							
DCCEEW user share revenue		15,617	15,326	15,104	15,016	15,266	61,062
NRAR user share revenue		4,661	4,571	4,484	4,454	4,542	18,170
WaterNSW user share revenue		16,844	17,800	18,732	19,539	18,229	72,914
Total WAMC indicative revenue		37,121	37,697	38,319	39,009	38,037	152,146
Relative Shares of IPART determined WAMC Community Service Obligation (CSO) funding (\$)							
DCCEEW CSO	E	4,855	4,844	4,326	4,146	4,543	18,171
NRAR CSO	F	1,449	1,445	1,284	1,230	1,352	5,408
WaterNSW CSO	G	5,236	5,626	5,365	5,396	5,406	21,623
Total WAMC IPART determined CSO		11,540	11,914	10,976	10,772	11,300	45,202
DCCEEW and NRAR CSO (E+F)	H	6,304	6,289	5,611	5,376	5,895	23,579
Expected WAMC user share revenue plus Govt. contribution CSO funding (\$)							
DCCEEW indicative user share revenue + CSO		20,471	20,170	19,431	19,162	19,808	79,234
NRAR indicative user share revenue + CSO		6,110	6,016	5,768	5,684	5,894	23,577
WaterNSW indicative user share revenue + CSO		22,080	23,426	24,097	24,935	23,634	94,537
Total WAMC indicative user share revenue + CSO		48,661	49,611	49,295	49,780	49,337	197,348

Relative Shares of IPART determined WAMC Government share (\$)							
DCCEEW Government share	I	10,083	9,915	8,869	8,684	9,388	37,550
NRAR Government share	J	0	0	0	0	0	0
WaterNSW Government share	K	4,085	4,286	4,429	4,562	4,341	17,362
Total WAMC IPART determined Government share		14,168	14,201	13,298	13,245	13,728	54,912
DCCEEW and NRAR Government share (I+J)	L	10,083	9,915	8,869	8,684	9,388	37,550
IPART recommended WAMC NRAR full cost of compliance funding (\$)							
NRAR full cost of compliance	M	10,136	10,135	9,864	9,859	9,998	39,993
Expected IPART WAMC net revenue requirement (\$)							
DCCEEW NRR (notional revenue requirement)		30,554	30,084	28,300	27,846	29,196	116,784
NRAR NRR	N	16,246	16,151	15,632	15,542	15,893	63,570
WaterNSW NRR		26,165	27,712	28,526	29,496	27,975	111,899
Total WAMC NRR		72,965	73,947	72,458	72,884	73,063	292,254
Bulk Water revenue sharing (\$2020-21, \$000)	Row reference to clause	2021-22	2022-23	2023-24	2024-25	Average FY22 - 25	Total FY 22-25
IPART determined Rural Valleys Bulk Water Government share (\$)							
WaterNSW Bulk Water Government share	O	33,318	35,765	35,512	35,378	34,993	139,972
IPART determined Rural Valleys Bulk Water CSO funding (\$)							
WaterNSW Bulk Water CSO funding	P	1,938	2,058	1,939	1,932	1,967	7,868

* amounts and percentages might not sum due to rounding differences. Immaterial rounding differences are to be resolved between the parties when issuing invoices for remittance of revenue under this Schedule, provided the differences are not material. Amounts correspond to billing periods in financial years.

Table 2: Forecast MDBA and BRC user revenue in IPART's Final Determination

IPART forecast MDBA and BRC user revenue (\$2020-21, \$000)	2021-22	2022-23	2023-24	2024-25	Average FY22 - 25	Total FY 22-25
Based on IPART final determined forecasts						
WAMC MDBA/BRC user revenue	7,263	7,272	7,179	7,089	7,201	28,803
Bulk Water MDBA/BRC user revenue	15,078	16,370	16,281	16,191	15,980	63,919
Total forecast MDBA and BRC user revenue	22,341	23,642	23,460	23,280	23,181	43,881

* table provided for information only. Revenue from MDBA / BRC charges will be remitted to DCCEEW Water / Treasury (where relevant) based on revenue collected from users during the relevant financial year.

Table 3: Method for calculating the Relative Shares of WAMC revenue and funding for each agency

Revenue element	Method for calculating agency shares	Explanatory notes
<p>1. Relative Share of WAMC user share revenue (%)</p>	<p>Key principle: user revenue collections are shared between agencies according to the final IPART price determination.</p> <p>A building block approach is used to calculate the percentage share of IPART-determined user share notional revenue requirement (NRR) (excluding MDBA/BRC and fee-for-service revenue*) for each agency. This percentage is then applied to the user revenue collected by WaterNSW as follows:</p> <p>Operating expenditure (OPEX)</p> <ul style="list-style-type: none"> • <i>Take the IPART-determined opex for each WAMC activity per agency. Parties will agree to agency opex splits where activities are shared between agencies.</i> • <i>Calculate the IPART-determined user share opex for each activity per agency, by multiplying the IPART-determined user share percentage for each activity by each agency’s opex per activity (calculated in dot point above).</i> <p>Capital expenditure (CAPEX)</p> <ul style="list-style-type: none"> • 100% of the IPART-determined NRR for WAMC CAPEX is apportioned to WaterNSW, as WaterNSW is responsible for all WAMC capital expenditure in the 2021 determination period. • CAPEX NRR includes IPART-determined return on assets, regulatory depreciation, tax allowance and working capital allowance. • The user share component of CAPEX NRR is based on IPART’s Final Determination. 100% of the CAPEX NRR (user & Government share) is allocated to WaterNSW. <p>CAPEX user share is calculated in a similar way to OPEX user share, in that IPART determines CAPEX in certain WAMC activities, and that activity CAPEX is multiplied by the IPART-determined user share percentage for that activity which is used to establish a government and user RAB from which the Capex NRR for the user share is derived.</p> <p>Percentage split of total user share revenue</p> <ul style="list-style-type: none"> • <i>Calculate the total user share NRR per agency by summing the OPEX and CAPEX user share as per the steps above.</i> • <i>Express each WAMC agency’s total user share NRR as a percentage of the total by dividing each agency’s total user charge NRR by the total IPART-determined user share NRR.</i> 	<p>A percentage share is used to equitably distribute variable user share revenue. This variability is due to the variable component to WAMC bills (which is based on water take) and the billing risk caused by bad debt.</p> <p>By using a percentage split, each agency receives its proportionate share of revenue, as well as the revenue variability risk.</p> <p>The percentage share of opex between the WAMC agencies can be derived from the amounts set out in the Cardno Supplementary Report (1 September 2021) – Review of WAMC expenditure Table 4-6 (DCCEEW / NRAR Opex) and Table 4-8 (WaterNSW Opex).</p> <p>The IPART cost sharing ratios applied to each WAMC activity is found in table 7.2 of the IPART WAMC Final Report.</p> <p>The CAPEX NRR is found in table 6.1 (total notional revenue requirement) and table 7.1 (user share of notional revenue requirement) of the 2021 IPART WAMC Final Report.</p>

Revenue element	Method for calculating agency shares	Explanatory notes
	<ul style="list-style-type: none"> These agency user share percentage splits can be calculated for each determination year. The agency user share splits will be used to apportion user charge revenue for each year. The user share percentage shares will be agreed by the parties. <p>The user revenue split will be used to apportion the revenue collected by WaterNSW between the agencies (excluding MDBA/BRC and fee-for-service revenue).</p> <p>For Bulk Water, WaterNSW receives 100% of the of the user revenue (excluding MDBA and BRC and fee-for-service revenue) as WaterNSW is responsible for delivering all Bulk Water activities.</p>	
<p>2. Relative Share of IPART regulated government share</p>	<p>For WAMC, the IPART-determined Government share for each agency is calculated as the IPART-determined total NRR for each agency (excluding MDBA/BRC and fee-for-service revenue, as agreed by agencies) , less the user share for each agency (as calculated above; first dot point under ‘Percentage split of total user share revenue’). The calculation shall be verified through a bottom up quantification of the government share of revenue and or reconciled against any building block table presented the Final Decision. The parties will agree to the amounts.</p> <p>For Bulk Water, WaterNSW receives all Government share (excluding MDBA/BRC), which is an amount stated in IPART’s Final Determination.</p>	<p>IPART determines the government share for each activity in WAMC and Bulk Water.</p> <p>The Government share for WAMC can be calculated as the difference between table 6.1 (total notional revenue requirement) and table 7.1 (user share of notional revenue requirement) of the 2021 IPART WAMC Final Report.</p> <p>The principles applied in row 1 above have also been applied to the WAMC Government Share.</p> <p>The Government share for the Rural Valley WaterNSW Bulk Water determination is set out in the Rural Valley Final Report Table 12.8 (excluding the MDBA / BRC components of approx. \$1 m per annum). The Government share amounts will be reconciled to the IPART Final Decision model.</p> <p>The Rural Valley Government share may need to be revisited in future once discussions are settled regarding the transfer of the construction work in progress for the Wyangala and Dungowan Dams from WaterNSW to Water Infrastructure NSW.</p>
<p>3. NRAR full cost of compliance</p>	<p>100% of the full cost of compliance is apportioned to NRAR, as NRAR is responsible for WAMC compliance expenditure in the current price determination.</p> <p>This amount is recommended by IPART in its Final Report and is part of the non-user government contribution paid to DCCEEW.</p>	<p>This amount has been identified by IPART and recommended to be funded through non-user government contribution funding.</p>

Revenue element	Method for calculating agency shares	Explanatory notes
<p>4. Relative Share of IPART-regulated CSO</p>	<p>The IPART-regulated CSO amount is the difference between the IPART-determined user share revenue and the revenue expected from IPART-determined prices.</p> <p>The CSO amount, (excluding the NRAR full cost of compliance), will be split between the agencies based on the agreed user share NRR splits (calculated above).</p> <p>The parties will agree to the amounts.</p>	<p>Using this method, each agency will receive its full user share (based on the agreed net revenue requirement split) assuming that user revenue is as forecast by IPART.</p> <p>Table 1 demonstrates this in the 'Expected WAMC user share revenue plus Govt. contribution CSO funding (\$)' section.</p> <p>For the Rural Valley WaterNSW Bulk Water Determination, the amounts are set out in the Rural Valley Final Report Table 12.11 and Table 12.12. The CSO payments will be reconciled to the IPART Final Decision model.</p>
<p>5. MDBA and BRC IPART regulated funding</p>	<p>The MDBA and BRC NRR is determined by IPART. The revenue from IPART-determined charges is collected by WaterNSW via both WAMC and Bulk Water billing. 100% of the revenue collected from these charges is apportioned to DCCEEW. DCCEEW pays the full NSW contribution towards MDBA and BRC programs which is a combination of MDBA and BRC user charge revenue and CSO funding. IPART's forecast of MDBA and BRC revenue is in Table 2.</p>	<p>This is as per IPART's WAMC and Bulk Water determinations.</p> <p>The User Share of MDBA / BRC charges for WAMC can be found in table 7.1 (user share of notional revenue requirement) of the 2021 IPART WAMC Final Report.</p> <p>The User Share of MDBA / BRC charges for the Rural Valley Bulk Water Determination can be found in table 8.1 (decision on customer share for WaterNSW's notional revenue requirement) of the 2021 IPART Final Report.</p>
<p>6. MDBA and BRC full cost CSO</p>	<p>Non-user government contribution funding for the full costs of MDBA and BRC is calculated by taking the difference between the total Non-user government contribution committed to MDBA and BRC in the Joint Programs Annual Work Plan 2020-21 to 2023-24 (June 2020) in addition to the 2019-20 BRC five-year forward budget, and the total net revenue requirement determined by IPART.</p>	<p>This method covers the shortfall between committed funding by the Government to MDBA and BRC, and the IPART regulated funding to MDBA and BRC.</p>

* To avoid doubt, fee-for-service revenue excluded from the billing and revenue schedule includes revenue from the new metering charges (scheme management charge, telemetry, non-telemetry charge, new meter service charges), meter service charges, water take assessment charge, ancillary and miscellaneous charges, and consent transaction charges).

ANNEXURE B TO SCHEDULE B

The CPI adjustments to figures in Annexure A shall be calculated and applied as follows:

Consumer Price Index (CPI) factors used to inflate the Government Share & CSO revenue to nominal terms shall be consistent with the CPI factors applied to customer charges, as determined and calculated by IPART:

- For the first year of the regulatory period, Government Share & CSO Revenue is presented in real dollar terms in the year prior to the first year of the regulatory period.
- For the First year of the regulatory period, the Government Share & CSO revenue is inflated to nominal terms in the first year of the regulatory period using the IPART forecast inflation rate which is used to convert customer charges into nominal terms for the first year of the regulatory period.
- For each subsequent year of the regulatory period (that is, years 2-4 of the regulatory period) the Government Share & CSO Revenue will be inflated using the CPI inflation factors calculated in accordance with clause 1 of Schedule 7 of the WAMC 2021 Final Determination and clause 1 of Schedule 6 of the WaterNSW Rural Valley 2021 Bulk Water Final Determination.

Schedule 6:

Schedule 7:

Schedule 8:

Schedule 9:

Schedule 10: