

Appendix 3.3.1 & 3.3.2

Insurance

WUA MidCo Pty Ltd – WICA Application



Appendix 3.3.1 – Certificates of Currency of Insurance

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28 November 2017

Certificate of Currency

Industrial Special Risks

This certificate is issued as a matter of information only and confers no rights upon the holder. It does not amend, extend or alter the coverage afforded by the policy/policies listed. It is provided as a summary only of the cover provided and is current only at the date of issue. For full particulars, reference must be made to the current policy wording.

Insurers: XL Insurance Company SE t/as XL Catlin (55%)
Liberty Mutual Insurance Company t/as Liberty International Underwriting (45%)

Policy Numbers: AU00008717PR17A

Insured: Kooragang Water Pty Ltd and its subsidiary and related bodies corporate, as defined in the Corporations Act 2001, (including those acquired or incorporated during the Period of Insurance) for their respective rights, titles and interests. and/or its/their subsidiary and/or related bodies corporate, as defined in the Corporations Act 2001, (including those acquired or incorporated during the Period of Insurance) for their respective rights and interests.

Period of Insurance: From: 4:00 p.m. local standard time 28 November 2017
To: 4:00 p.m. local standard time 28 November 2018

The Business: Principally ownership, installation, operation, construction, maintenance, management and supervision of recycled water infrastructure including treatment plants, dams, pipelines, distribution, storage and sales of recycled and potable water and all business and trading activities associated with or incidental to any of the activities named above.

Interest Insured Material Loss or Damage

All Real and Personal Property of every kind and description (not otherwise excluded) for which a value has been declared to Insurers, including Personal Property of Directors and Employees whilst on the Insured's business and not otherwise Insured, as more fully defined in the original Policy Wording.

Coverage is endorsed to include Machinery Breakdown and General Property but subject to specific sub limits.

Consequential Loss

Loss sustained by the Insured resulting from an insured Material Loss or Damage event which causes interruption or interference with the Business up to a maximum Indemnity Period of 24 months.

Coverage is endorsed to include customer and supplier dependencies.

Limit(s) of Liability:

The amount set out hereunder represents the Insurer(s) maximum Limit of Liability any one loss or series of losses arising out of any one event subject to any Sub-Limits of Liability specified elsewhere in the Policy and the Schedule.

\$65,000,000 Combined Single Limit any one loss or series of losses arising out of any one event.

Indemnity is subject to the terms and conditions of the Policy, including any applicable Sub-Limit of Liability and Deductible.

In accordance with the ongoing commitment by Marsh to quality management philosophies, this certificate has been verified for accuracy of content by:

Yours faithfully,



Warwick Royson
Principal

27 November 2017

Certificate of Currency Combined Liability

This certificate is issued as a matter of information only and confers no rights upon the holder. It does not amend, extend or alter the coverage afforded by the policy/policies listed. It is provided as a summary only of the cover provided and is current only at the date of issue. For full particulars, reference must be made to the current policy wording.

Insurer(s):	Liberty Mutual Insurance Company t/as Liberty International Underwriters
Policy Number:	SY-CAS-17-469004
Insured:	WUA Topco Pty Limited; WUA Midco Pty Limited; Water Utilities Australia Pty Limited; Lightsview Re-Water Supply Co Pty Limited; Lightsview Re-Water Infrastructure Pty Limited; Water Utilities Australia Investment Pty Limited; Willunga Basin Water Company Pty Limited; WUA No.1 Pty Limited and/or any subsidiary, associated Company or related Body Corporate (as defined in the Corporations Act 2001) including: Kooragang Water Pty Ltd
Period of Insurance:	From: 4:00 p.m. local standard time 28 November 2017 To: 4:00 p.m. local standard time 31 May 2018
The Business:	Principally ownership, installation, operation, construction, maintenance, management and supervision of recycled water infrastructure including treatment plants, dams, pipelines, distribution, storage and sales of recycled and potable water and all business and trading activities associated with or incidental to any of the activities named above.
Interest Insured	<u>Public & Products Liability</u> Legal Liability to third parties for Personal Injury and/or Property Damage and/or Advertising Liability happening within the Territorial Limits and arising out of an Occurrence. <u>Professional Indemnity</u> Legal liability to third parties for Claims first made against the Insured during the Period of Insurance in respect of any kind of Civil Liability whenever occurring and whatsoever and howsoever incurred in connection with the conduct of the Insured's business. <u>Statutory Liability</u> Losses arising from Claims first made against the Insured during the Period of Insurance in respect of a Wrongful Breach of certain Acts of Parliament
Territorial Limits:	Anywhere in Australia except for business related travel for which cover will be worldwide.

Limit(s) of Liability:

Public & Products Liability

\$50,000,000 Ultimate Net Loss in respect of each claim or series of claims arising out of any one Occurrence but limited to \$50,000,000 in the aggregate for the Period of Insurance in respect of Products Liability.

Notwithstanding the above, a sub-limit of \$1,000,000 applies to Financial Loss (Negligent Failure to Supply)

Professional Indemnity

\$2,000,000 Ultimate Net Loss in respect of each claim or series of claims arising out of any One Occurrence and in the aggregate for the Period of Insurance.

Statutory Liability

\$1,000,000 Ultimate Net Loss Net Loss in respect of each Claim or series of Claims and in the aggregate for the Period of Insurance.

Other Insureds:

Orica Australia Pty Limited in respect of liability arising out of the performance of any contract or agreement by the Named Insured but only to the extent required by such contract or agreement.

Notation:

Cross Liability, Severability and Non Imputation provisions are included.

Indemnity is subject to the terms and conditions of the Policy, including any applicable Sub-Limit of Liability and Deductible.

In accordance with the ongoing commitment by Marsh to quality management philosophies, this certificate has been verified for accuracy of content by:

Yours faithfully,



Warwick Royson
Principal

Warwick Royson
Principal

Marsh Pty Ltd
ABN 86 004 651 512
Darling Park Tower 3
201 Sussex Street
SYDNEY NSW 2000
PO Box H176
AUSTRALIA SQUARE NSW 1215
(02) 8864 8887 Fax (02) 8864 8051
warwick.royson@marsh.com
www.marsh.com.au

Certificate of Currency Directors' and Officers' Liability Insurance

Date: 14 May 2018

This certificate is issued as a matter of information only and confers no rights upon the holder. It does not amend, extend or alter the coverage afforded by the policy. It is provided as a summary only of the cover provided and is current only at the date of issue. For full particulars, reference must be made to the current policy wording.

Insurer: Chubb Insurance Australia Limited

Policy Number: 93257339

Insured: WUA TopCo Pty Limited

Period of Insurance: From 4:00pm Australian Eastern Standard Time on 31 May 2018
To 4:00pm Australian Eastern Standard Time on 31 May 2019

Limits(s) of Liability: \$10,000,000 any one claim and in the aggregate

Yours faithfully,



Warwick Royson
Principal

Certificate of Currency

Industrial Special Risks

Date: 14 May 2018

This certificate is issued as a matter of information only and confers no rights upon the holder. It does not amend, extend or alter the coverage afforded by the policy. It is provided as a summary only of the cover provided and is current only at the date of issue. For full particulars, reference must be made to the current policy wording.

Insurer(s):	XL Insurance Company SE t/as XL Catlin
Policy Number:	AU00007960PR18A
Insured:	WUA Topco Pty Limited; WUA Midco Pty Limited; Water Utilities Australia Pty Limited; Lightsview Re-Water Supply Co Pty Limited; Lightsview Re-Water Infrastructure Pty Limited; Water Utilities Australia Investment Pty Limited; Willunga Basin Water Company Pty Limited; WUA No.1 Pty Limited and/or any subsidiary, associated Company or related Body Corporate (as defined in the Corporations Act 2001) including all controlled or managed entities, or any other entities which the Insured has assumed an obligation to arrange insurance, as agreed from time to time with the Insurers and any other parties including joint ventures or partnerships all for their respective rights, interests and liabilities.
Period of Insurance:	From: 4:00 p.m. local standard time 31 May 2018 To: 4:00 p.m. local standard time 31 May 2019
The Business:	Principally ownership, installation, operation, construction, maintenance, management and supervision of recycled water infrastructure including treatment plants, dams, pipelines, distribution, storage and sales of recycled and potable water and all business and trading activities associated with or incidental to any of the activities named above.
Interest Insured	<u>Material Loss or Damage</u> All Real and Personal Property of every kind and description (not otherwise excluded) for which a value has been declared to Insurers, including Personal Property of Directors and Employees whilst on the Insured's business and not otherwise Insured, as more fully defined in the original Policy Wording. Coverage is endorsed to include Machinery Breakdown and General Property but subject to specific sub limits.

Consequential Loss

Loss sustained by the Insured resulting from an insured Material Loss or Damage event which causes interruption or interference with the Business up to a maximum Indemnity Period of 12 months.

Coverage is endorsed to include customer and supplier dependencies

Limit(s) of Liability:

The amount set out hereunder represents the Insurer(s) maximum Limit of Liability any one loss or series of losses arising out of any one event subject to any Sub-Limits of Liability specified elsewhere in the Policy and the Schedule.

\$30,000,000 Combined Single Limit any one loss or series of losses arising out of any one event.

Yours faithfully,



Warwick Royson
Principal

Certificate of Currency

Combined Liability

Date: 14 May 2018

This certificate is issued as a matter of information only and confers no rights upon the holder. It does not amend, extend or alter the coverage afforded by the policy. It is provided as a summary only of the cover provided and is current only at the date of issue. For full particulars, reference must be made to the current policy wording.

Insurer(s): Liberty Mutual Insurance Company t/as Liberty International Underwriters

Policy Number: SY-CAS-18-469004

Insured: WUA Topco Pty Limited; WUA Midco Pty Limited; Water Utilities Australia Pty Limited; Lightsview Re-Water Supply Co Pty Limited; Lightsview Re-Water Infrastructure Pty Limited; Water Utilities Australia Investment Pty Limited; Willunga Basin Water Company Pty Limited; WUA No.1 Pty Limited; Kooragang Water Pty Limited and/or any subsidiary, associated Company or related Body Corporate (as defined in the Corporations Act 2001) including all controlled or managed entities, or any other entities which the Insured has assumed an obligation to arrange insurance, as agreed from time to time with the Insurers and any other parties including joint ventures or partnerships all for their respective rights, interests and liabilities.

Period of Insurance: From: 4:00 p.m. local standard time 31 May 2018
To: 4:00 p.m. local standard time 31 May 2019

The Business: Principally ownership, installation, operation, construction, maintenance, management and supervision of recycled water infrastructure including treatment plants, dams, pipelines, distribution, storage and sales of recycled and potable water and all business and trading activities associated with or incidental to any of the activities named above.

Interest Insured Public & Products Liability

Legal Liability to third parties for Personal Injury and/or Property Damage and/or Advertising Liability happening within the Territorial Limits and arising out of an Occurrence.

Professional Indemnity

Legal liability to third parties for Claims first made against the Insured during the Period of Insurance in respect of any kind of Civil Liability whenever occurring and whatsoever and howsoever incurred in connection with the conduct of the Insured's business.

Statutory Liability

Losses arising from Claims first made against the Insured during the Period of Insurance in respect of a Wrongful Breach of certain Acts of Parliament

Territorial Limits:

Anywhere in Australia except for business related travel for which cover will be worldwide.

Limit(s) of Liability:Public & Products Liability

\$50,000,000 Ultimate Net Loss in respect of each claim or series of claims arising out of any one Occurrence but limited to \$50,000,000 in the aggregate for the Period of Insurance in respect of Products Liability.

Notwithstanding the above, a sub-limit of \$1,000,000 applies to Financial Loss (Negligent Failure to Supply)

Professional Indemnity

\$2,000,000 Ultimate Net Loss in respect of each claim or series of claims arising out of any One Occurrence and in the aggregate for the Period of Insurance.

Statutory Liability

\$1,000,000 Ultimate Net Loss Net Loss in respect of each Claim or series of Claims and in the aggregate for the Period of Insurance.

Yours faithfully,



Warwick Royson
Principal

Certificate of Currency

Business Travel

Date: 14 May 2018

This certificate is issued as a matter of information only and confers no rights upon the holder. It does not amend, extend or alter the coverage afforded by the policy. It is provided as a summary only of the cover provided and is current only at the date of issue. For full particulars, reference must be made to the current policy wording.

Insurer(s):	Chubb Insurance Australia Limited
Policy Number:	01PP532847
Insured:	WUA Topco Pty Limited; WUA Midco Pty Limited; Water Utilities Australia Pty Limited; Lightsview Re-Water Supply Co Pty Limited; Lightsview Re-Water Infrastructure Pty Limited; Water Utilities Australia Investment Pty Limited; Willunga Basin Water Company Pty Limited; WUA No.1 Pty Limited; Kooragang Water Pty Limited and/or any subsidiary, associated Company or related Body Corporate (as defined in the Corporations Act 2001) including all controlled or managed entities, or any other entities which the Insured has assumed an obligation to arrange insurance, as agreed from time to time with the Insurers and any other parties including joint ventures or partnerships all for their respective rights, interests and liabilities.
Period of Insurance:	From: 4:00 p.m. local standard time 31 May 2018 To: 4:00 p.m. local standard time 31 May 2019
The Business:	Principally ownership, installation, operation, construction, maintenance, management and supervision of recycled water infrastructure including treatment plants, dams, pipelines, distribution, storage and sales of recycled and potable water and all business and trading activities associated with or incidental to any of the activities named above.
Insured Persons:	Directors, Executives, Other Employees, Consultants, Contractors and Invitees of the Policyholder Spouses, de-facto spouses and partners of the above and their dependent children all while accompanying the above, notwithstanding that these accompanying persons may not actually be engaged on the Policyholder's business.
Covering:	Cover under this Policy applies whilst a Covered Person is engaged in a Journey (as defined) undertaken on the Policyholder's business, including any Incidental Private Travel. However, in respect of your directors, chief financial officer, chief executive officer, chief operating officer, company secretary and their accompanying relatives

Page 2
14 May 2018

only – all private travel outside the Insured Person's Country of Residence is provided by this Policy.

Journey:

Journey means a trip undertaken on the business of the Policyholder and/or authorised by the Insured, inclusive of Incidental Private Travel, provided such travel involves a destination 50 kilometres or more from the Covered Person's normal place of business or residence and does not include normal daily travel between residence and place of business.

Cover shall commence from the time an Covered Person leaves their normal place of residence or place of business, whichever is left last and continue on a fulltime 24 hour basis until they return to their normal place of residence or place of business, whichever occurs first. The Maximum duration of any one trip is 180 days.

Geographical Limits:

Anywhere in the World

Benefits & Compensation:

Various as per policy but includes Unlimited Medical & Cancellation/Curtailment Expenses and Unlimited Loss of Deposits.

Limit(s) of Liability:

In respect of Section 1 – Personal Accident & Sickness, an annual aggregate limit of \$5,000,000 applies but reduces to \$1,000,000 for non-scheduled air travel.

Yours faithfully,



Warwick Royson
Principal

Appendix 3.3.2 is Confidential

Appendix 3.5.1

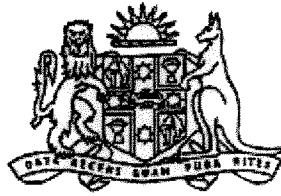
Other Regulatory Approvals

WUA MidCo Pty Ltd – WICA Application



Appendix 3.5.1 – Other Regulatory Approvals

1. Network Operators Licence	3
2. Retail Suppliers Licence	14
3. Environment Protection Licence	25



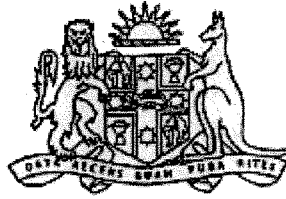
**NEW SOUTH WALES
GOVERNMENT**

***WATER INDUSTRY COMPETITION ACT 2006
(NSW)***

**NETWORK OPERATOR'S LICENCE
Licence no. 16_038**

**SUEZ Water and Treatment Solutions Pty
Ltd**

(ACN 051 950 068)



New South Wales

Water Industry Competition Act 2006 (NSW)

Section 10

Notice of Decision - Application for a network operator's licence by Suez Water and Treatment Solutions Pty Ltd

I, The Hon. Niall Blair MLC, Minister for Lands and Water, have considered and accepted the advice and recommendations made by the Independent Pricing and Regulatory Tribunal (**IPART**) in its report to me on the application by Suez Water and Treatment Solutions Pty Ltd (ACN 051 950 068) (**Applicant**) for a network operator's licence under the *Water Industry Competition Act 2006* (NSW) (**the Act**). I attach IPART's report (**Attachment A**).

Based on my consideration and acceptance of IPART's report:

- (a) I am satisfied that the Applicant is not a disqualified corporation for the purposes of section 10(3)(a) of the Act;
- (b) I am satisfied that the Applicant is not a corporation that is a related entity (within the meaning of the *Corporations Act 2001* (Cth)) of a disqualified corporation that would have a direct or indirect interest in, or influence on, the carrying out of the activities that the licence would authorise (if granted), for the purposes of section 10(3)(b) of the Act; and
- (c) I am satisfied as to each of the criteria set out in section 10(4) of the Act.

I have also had regard to the licensing principles set out in section 7 of the Act in considering whether or not to grant the licence and what conditions should be imposed on any such licence granted.

Under section 10 of the Act, for the reasons set out above, I have decided to grant a network operator's licence to the Applicant, subject to the conditions set out in licence number 16_038, the Act and the *Water Industry Competition (General) Regulation 2008* (NSW). I hereby attach the licence (**Attachment B**).

A handwritten signature in black ink, appearing to be 'Niall Blair', written over a dotted line.

The Hon. Niall Blair, MLC
Minister for Lands and Water

Dated this 12th day of December 2016

LICENCE SCOPE

ACTIVITIES AUTHORISED UNDER THE LICENCE AND AREA OF OPERATIONS

S1 Activities authorised - non-potable water

S1.1 This Licence authorises the Licensee and any authorised persons specified in Table 1.1 to construct, maintain and operate the water industry infrastructure specified in Table 1.2:

- a) for one or more of the authorised purposes specified in Table 1.3; and
- b) within the area of operations specified in Table 1.4,
subject to the conditions imposed by or under the Act, the Regulation and Schedules A and B of this Licence.

S1.2 The non-potable water referred to in this section S1 may only be used for one or more of the following authorised purposes:

- a) industrial process water;
- b) cooling towers; and
- c) on-site reuse.

Table 1.1 Authorised persons

None

Table 1.2 Water industry infrastructure

1) A treatment plant for non-potable water and other water infrastructure used, or to be used, in connection with the treatment plant, where components of the treatment plant or other water infrastructure may also be used for one of the following:

- a) Production of non-potable water;
- b) Treatment of non-potable water;
- c) Filtration of non-potable water;
- d) Storage of non-potable water; and
- e) Conveyance of non-potable water.

2) A reticulation network for non-potable water and other water infrastructure used, or to be used, in connection with the reticulation network, where components of the reticulation network or other water infrastructure may also be used for one or more of the following:

- a) Storage of non-potable water;
 - b) Conveyance of non-potable water; and
 - c) Treatment of non-potable water.
-

Table 1.3 Authorised purposes

1. Production of non-potable water;
 2. Treatment of non-potable water;
 3. Filtration of non-potable water;
 4. Storage of non-potable water; and
 5. Conveyance of non-potable water.
-

Table 1.4 Area of operations

- 1) The Industrial Water Plant Area.
 - 2) The pipeline from Shortland Wastewater Treatment Works connection point to the Industrial Water Plant Area as described in section 2.6.3.1 of the Kooragang Industrial Water Scheme REF
 - 3) The pipeline from the Industrial Water Plant Area to Burwood Beach Wastewater System connection point as described in section 2.6.3.3 of the Kooragang Industrial Water Scheme REF.
 - 4) The pipeline from the Industrial Water Plant to Shortland Wastewater Treatment Works discharge pipeline connection point as described in section 2.6.3.4 of the Kooragang Industrial Water Scheme REF.
 - 5) The pipeline from the Industrial Water Plant Area to industrial customer(s) as described in section 4.2.2 of the Kooragang Industrial Water Scheme Addendum REF.
-

S2 Activities authorised – drinking water supply

[Not applicable]

Table 2.1 Authorised persons

[Not applicable]

Table 2.2 Water industry infrastructure

[Not applicable]

Table 2.3 Authorised purposes

[Not applicable]

Table 2.4 Area of operations

[Not applicable]

S3 Activities authorised – sewerage services

[Not applicable]

Table 3.1 Authorised persons

[Not Applicable]

Table 3.2 Water industry infrastructure

[Not Applicable]

Table 3.3 Authorised purposes

[Not Applicable]

Table 3.4 Area of operations

[Not Applicable]

SCHEDULE A - SPECIAL MINISTERIALLY-IMPOSED LICENCE CONDITIONS FOR SUEZ WATER AND TREATMENT SOLUTIONS PTY LTD'S NETWORK OPERATOR'S LICENCE

This schedule sets out the conditions which the Minister imposes pursuant to section 13(1)(b) of the Act. In addition to these special Ministerially-imposed conditions, the Licensee is subject to obligations imposed by the Act, the Regulation and the standard Ministerially-imposed licence conditions set out in Schedule B. The Minister may vary the conditions in this schedule or impose new conditions, provided there is no inconsistency with the conditions imposed on the Licensee by the Act or the Regulation.

A1 Kooragang Industrial Water Scheme REF and Kooragang Industrial Water Scheme Addendum REF

- A1.1 The Licensee, or any Authorised Person specified in the Licence, must undertake the activities that are authorised by the Licence in a manner which is substantially consistent with the Kooragang Industrial Water Scheme REF and the Kooragang Industrial Water Scheme Addendum REF. This includes, but is not limited to, the implementation of environmental mitigation measures.
- A1.2 To the extent that there is any inconsistency between the Kooragang Industrial Water Scheme REF and the Kooragang Industrial Water Scheme Addendum REF, the Kooragang Industrial Water Scheme Addendum REF is to prevail.

SCHEDULE B - STANDARD MINISTERIALLY-IMPOSED LICENCE CONDITIONS FOR LICENSED NETWORK OPERATORS UNDER THE ACT

This schedule sets out the standard conditions which the Minister imposes on the Licensee and other licensed network operators pursuant to section 13(1)(b) of the Act. In addition to these standard Ministerially-imposed conditions, the Licensee is subject to obligations imposed by the Act, the Regulation and the special Ministerially-imposed licence conditions set out in Schedule A. The Minister may vary the conditions in this schedule or impose new conditions, provided there is no inconsistency with the conditions imposed on the Licensee by the Act or the Regulation.

B1 Ongoing capacity to operate

B1.1 The Licensee must have the technical, financial and organisational capacity to carry out the activities authorised by this Licence. If the Licensee ceases to have this capacity, it must report this to IPART immediately in accordance with the Reporting Manual.

B2 Obtaining appropriate insurance

B2.1 *[Not applicable]*

B2.2 The Licensee must:

- a) on the date on which this Licence is granted for the Specified Water Industry Infrastructure under this Licence:
 - i) hold insurance that is appropriate for the size and nature of the activities authorised under this Licence; and
 - ii) provide a copy of each certificate of currency of the insurance obtained to IPART; and
- b) within 6 months of the date on which this Licence is granted or by a later date specified by IPART (if any), demonstrate that the insurance held is appropriate for the size and nature of the activities authorised under this Licence by providing a report to IPART from an Insurance Expert that:
 - i) certifies that in the Insurance Expert's opinion, the type and level of the insurance held by the Licensee is appropriate for the size and nature of the activities authorised under the Licence; and
 - ii) is in the form prescribed by the Reporting Manual.

B3 Maintaining appropriate insurance

B3.1 The Licensee must maintain insurance that is appropriate for the size and nature of the activities authorised under this Licence.

B3.2 The Licensee must provide a copy of each certificate of currency of the insurance maintained by the Licensee to IPART in accordance with the Reporting Manual.

B3.3 If there is, or is to be, a change in:

- a) the insurer or underwriting panel in respect of an insurance policy held by the Licensee; or
 - b) the type, scope or limit on the amount of insurance held by the Licensee,
- in relation to the activities authorised under this Licence, the Licensee must provide a report to IPART in accordance with the Reporting Manual.

B3.4 From time to time when requested in writing by IPART, the Licensee must provide a report to IPART, in the manner, form and time specified by IPART, from an Insurance Expert certifying that in the Insurance Expert's opinion the type, scope or limit on the amount of the insurance held by the Licensee is appropriate for the size and nature of the activities authorised under this Licence.

[Note: The circumstances in which IPART may request a report under clause B3.4 include (but are not limited to) the following:

- *where IPART has reason to believe that there may be a change in the type, scope or limit on the amount of insurance held by the Licensee in relation to activities authorised under this Licence;*
- *where there is a change in the type or extent of activities authorised under this Licence; or*
- *where IPART or an approved auditor has reason to believe that the type, scope or limit on the amount of insurance held by the Licensee may not be appropriate for the size and nature of the activities authorised under this Licence.]*

B4 Complying with NSW Health requirements

B4.1 The Licensee must carry out the activities authorised by this Licence in compliance with any requirements of NSW Health that:

- a) IPART has agreed to; and
- b) are notified from time to time to the Licensee by IPART in writing.

B5 Complying with Audit Guidelines from IPART

B5.1 The Licensee must comply with any Audit Guidelines issued by IPART.

B6 Reporting in accordance with the Reporting Manual

B6.1 The Licensee must prepare and submit reports in accordance with the Reporting Manual.

B7 Reporting information in relation to the register of licences

B7.1 The Licensee must notify IPART, and provide IPART with details, of any change in relation to the following, in accordance with the Reporting Manual, within 14 days of the change:

- a) any source from which the water handled by the Specified Water Industry Infrastructure is derived;
- b) the authorised purposes of the non-potable water specified in clause S1.2;
- c) the identity of each licensed retail supplier or public water utility that has access to the infrastructure services provided by the Specified Water Industry Infrastructure for the purpose of supplying water to its customers;
- d) any other water infrastructure to which the Specified Water Industry Infrastructure is connected;
- e) *[Not applicable]*
- f) *[Not applicable]*
- g) the arrangements for the disposal of waste from the Specified Water Industry Infrastructure.

B8 Monitoring

- B8.1 The Licensee must undertake any monitoring that is required for the purposes of this Licence, any Plan, the Act or the Regulation in accordance with this clause 0.
- B8.2 The Licensee must keep the following records of any samples taken for monitoring purposes specified in the Water Quality Plan:
- a) the date on which the sample was taken;
 - b) the time at which the sample was collected;
 - c) the point or location at which the sample was taken; and
 - d) the chain of custody of the sample (if applicable).
- B8.3 The Licensee must ensure that analyses of all samples taken for the purposes of Verification Monitoring are carried out by a laboratory accredited for the specified tests by an independent body that is acceptable to NSW Health, such as the National Association of Testing Authorities or an equivalent body.

B9 Provision of copy of Plan

- B9.1 Whenever the Licensee makes a significant amendment to a Plan, the Licensee must provide a copy of the amended Plan to IPART at the same time that it provides a copy to the approved auditor engaged to prepare a report as to the adequacy of the amended Plan, as required under the Regulation.

B10 Delineating responsibilities – interconnections

- B10.1 If a code of conduct has not been established under clause 25 of the Regulation, the Licensee must (by a date specified by IPART) establish a code of conduct (**Licensee's Code of Conduct**) in accordance with this clause B10.
- B10.2
- a) The Licensee's Code of Conduct must set out the respective responsibilities of:
 - i) the Licensee; and
 - ii) each licensed network operator, licensed retail supplier and/or public water utility that:
 - A) supplies water or provides sewerage services by means of; or
 - B) constructs, maintains or operates, any water industry infrastructure that is connected to the Specified Water Industry Infrastructure.
 - b) The Licensee's Code of Conduct must set out the respective responsibilities of the entities specified in clause B10.2(a) by, at a minimum, providing for:
 - i) who is responsible for repairing, replacing or maintaining any pipes, pumps, valves, storages or other infrastructure connecting the Specified Water Industry Infrastructure to the other water industry infrastructure;
 - ii) who is responsible for water quality;
 - iii) who is liable in the event of the unavailability of water;
 - iv) who is liable in the event of failure of the Specified Water Industry Infrastructure;
 - v) the fees and charges payable in respect of the use of the Specified Water Industry Infrastructure; and
 - vi) who is responsible for handling customer complaints.

B10.3 *[Not applicable]*

B10.4 Within 6 months of the date on which this Licence is granted or by a later date specified by IPART (if any), the Licensee's Code of Conduct must be agreed in writing between the Licensee and the other licensed network operators, licensed retail suppliers and/or public water utilities referred to in clause B10.2.

B10.5 The Licensee must not contravene the Licensee's Code of Conduct to the extent that it makes the Licensee responsible or liable for the matters set out in it.

B11 Notification of changes to end-use

B11.1 If the Licensee proposes to operate the Specified Water Industry Infrastructure to supply water for an end-use which is not set out in the most recent Water Quality Plan provided to IPART, the Licensee must notify IPART in writing at least 3 months before commencing such operation.

B12 Notification of changes to Authorised Person

B12.1 If an Authorised Person ceases, proposes to cease, or receives notification to cease providing any of the services relating to the activities authorised by this Licence, the Licensee must provide IPART with written notice as soon as practicable but no later than 28 days before the date of cessation of the services. The written notice must include details of how the services previously undertaken by the Authorised Person will continue to be undertaken.

B13 *[Not applicable]*

INTERPRETATION AND DEFINITIONS

1. Interpretation

1.1 In this licence, unless the context requires otherwise:

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

2. Definitions

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

2.2 In this Licence:

Act	means the <i>Water Industry Competition Act 2006</i> (NSW).
Audit Guidelines	means the document entitled "Audit Guideline – Water Industry Competition Act 2006" which is prepared by IPART and is available on IPART's website at www.ipart.nsw.gov.au , and any other guidelines issued by IPART in relation to audits under the Act.
Authorised Person	means the authorised persons specified in, as applicable: <ul style="list-style-type: none">a) clause S1, Table 1.1;b) clause S2, Table 2.1; andc) clause S3, Table 3.1.
Burwood Beach Wastewater System	means the wastewater treatment works at Burwood Beach in the City of Newcastle local government area.
Insurance Expert	means an insurance broker which holds an Australian financial services licence under Part 7.6 of the <i>Corporations Act 2001</i> (Cth) that authorises the broker to provide financial product advice for, and deal in, contracts of insurance within the meaning of Chapter 7 of that Act.
Industrial Water Plant Area	means land situated under the following folio identifiers: <ul style="list-style-type: none">a) Lot 87 DP 270249;b) Lot 88 DP 270249;c) Lot 89 DP 270249; andd) Lot 90 DP 270249.

IPART	means the Independent Pricing and Regulatory Tribunal of New South Wales established under the <i>Independent Pricing and Regulatory Tribunal Act 1992</i> (NSW).
Kooragang Industrial Water Scheme REF	means the document entitled “Kooragang Industrial Water Scheme (KIWS) Review of Environmental Factors” (SKM, Final, September 2011).
Kooragang Industrial Water Scheme Addendum REF	means the document entitled “Kooragang Industrial Water Scheme Addendum Review of Environmental Factors” (Hunter Water Australia, Final, May 2013).
Licence	means this network operator’s licence granted under section 10 of the Act.
Licensee	means SUEZ Water and Treatment Solutions Pty Ltd (ACN 051 950 068).
Licensee’s Code of Conduct	has the meaning given in Schedule B, clause B10.1.
Minister	means the Minister responsible for Part 2 of the Act.
NSW Health	means the Water Unit of NSW Ministry of Health and any of the local health districts as defined by the NSW Ministry of Health.
Plan	means any infrastructure operating plan, water quality plan or sewage management plan that the Licensee is required to prepare under the Regulation.
Regulation	means the <i>Water Industry Competition (General) Regulation 2008</i> (NSW).
Reporting Manual	means the document entitled “Network Operator’s Reporting Manual,” which is prepared by IPART and is available on IPART’s website at www.ipart.nsw.gov.au .
Shortland Wastewater Treatment Works	means the wastewater treatment works at Shortland in the Newcastle City Council local government area.
Specified Water Industry Infrastructure	means the water industry infrastructure specified in, as applicable: <ul style="list-style-type: none"> a) clause S1, Table 1.2; b) clause S2, Table 2.2; and c) clause S3, Table 3.2.
Verification Monitoring	means verification monitoring as described in the document entitled “Australian Drinking Water Guidelines” or the document entitled “Australian Guidelines for Water Recycling” as the case may be.
Water Quality Plan	means the water quality plan that the Licensee is required to prepare under the Regulation.



**NEW SOUTH WALES
GOVERNMENT**

***WATER INDUSTRY COMPETITION ACT 2006
(NSW)***

RETAIL SUPPLIER'S LICENCE

Licence no. 16_039R

**SUEZ Water and Treatment Solutions Pty
Ltd**

(ACN 051 950 068)



New South Wales

Water Industry Competition Act 2006 (NSW)

Section 10

Notice of Decision - Application for a retail supplier's licence by Suez Water and Treatment Solutions Pty Ltd

I, The Hon. Niall Blair MLC, Minister for Lands and Water, have considered and accepted the advice and recommendations made by the Independent Pricing and Regulatory Tribunal (**IPART**) in its report to me on the application by Suez Water and Treatment Solutions Pty Ltd (ACN 051 950 068) (**Applicant**) for a retail supplier's licence under the *Water Industry Competition Act 2006* (NSW) (**the Act**). I attach IPART's report (**Attachment A**).

Based on my consideration and acceptance of IPART's report:

- (a) I am satisfied that the Applicant is not a disqualified corporation for the purposes of section 10(3)(a) of the Act;
- (b) I am satisfied that the Applicant is not a corporation that is a related entity (within the meaning of the *Corporations Act 2001* (Cth)) of a disqualified corporation that would have a direct or indirect interest in, or influence on, the carrying out of the activities that the licence would authorise for the purposes of section 10(3)(b) of the Act; and
- (c) I am satisfied as to each of the criteria set out in section 10(4) of the Act.

I have also had regard to the licensing principles set out in section 7 of the Act in considering whether or not to grant the licence and what conditions should be imposed on any such licence granted.

Under section 10 of the Act, for the reasons set out above, I have decided to grant a retail supplier's licence to the Applicant, subject to the conditions set out in licence number 16_039R, the Act and the *Water Industry Competition (General) Regulation 2008* (NSW). I hereby attach the licence (**Attachment B**).

A handwritten signature in black ink, appearing to be 'Niall Blair', written over a dotted line.

The Hon. Niall Blair, MLC
Minister for Lands and Water

Dated this 12th day of December 2016.

LICENCE SCOPE
ACTIVITIES AUTHORISED UNDER THE LICENCE AND AREA OF OPERATIONS

S1 Activities authorised - non-potable water supply

S1.1 This Licence authorises the Licensee and any authorised persons specified in Table 1.1 to supply non-potable water:

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

subject to the conditions imposed by or under the Act, the Regulation and Schedules A and B of this Licence.

S1.2 The non-potable water referred to in this section S1 may only be used for one or more of the following authorised purposes:

- a) industrial process water;
- b) cooling towers; and
- c) on-site reuse.

Table 1.1 Authorised persons

Kooragang Water Pty Ltd (ACN 609 789 808)

Table 1.2 Persons or classes of persons

Any person other than a Small Retail Customer.

Table 1.3 Area of operations

Newcastle City Council local government area.

S2 Activities authorised – drinking water supply

S2.1 This Licence authorises the Licensee and any authorised persons specified in Table 2.1 to supply drinking water:

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

subject to the conditions imposed by or under the Act, the Regulation and Schedules A and B of this Licence.

Table 2.1 Authorised persons

Kooragang Water Pty Ltd (ACN 609 789 808)

Table 2.2 Persons or classes of persons

Any person other than a Small Retail Customer.

Table 2.3 Area of operations

Newcastle City Council local government area.

S3 Activities authorised – sewerage services
[Not applicable]

Table 3.1 Authorised persons

[Not Applicable]

Table 3.2 Persons or classes of persons

[Not Applicable]

Table 3.3 Area of operations

[Not Applicable]

**SCHEDULE A - SPECIAL MINISTERIALLY-IMPOSED LICENCE CONDITIONS FOR
SUEZ WATER AND TREATMENT SOLUTIONS PTY LTD'S RETAIL SUPPLIER'S
LICENCE**

This schedule sets out the conditions which the Minister imposes pursuant to section 13(1)(b) of the Act. In addition to these special Ministerially-imposed conditions, the Licensee is subject to obligations imposed by the Act, the Regulation and the standard Ministerially-imposed licence conditions set out in Schedule B. The Minister may vary the conditions in this schedule or impose new conditions, provided there is no inconsistency with the conditions imposed on the Licensee by the Act or the Regulation.

No conditions apply to this licence.

SCHEDULE B - STANDARD MINISTERIALLY-IMPOSED LICENCE CONDITIONS FOR LICENSED RETAIL SUPPLIERS UNDER THE ACT

This schedule sets out the standard conditions which the Minister imposes on the Licensee and other licensed retail suppliers pursuant to section 13(1)(b) of the Act. In addition to these standard Ministerially-imposed conditions, the Licensee is subject to obligations imposed by the Act, the Regulation and the special Ministerially-imposed licence conditions set out in Schedule A. The Minister may vary the conditions in this schedule or impose new conditions, provided there is no inconsistency with the conditions imposed on the Licensee by the Act or the Regulation.

B1 Ongoing capacity to operate

B1.1 The Licensee must have the technical, financial and organisational capacity to carry out the activities authorised by this Licence. If the Licensee ceases to have this capacity, it must report this to IPART immediately in accordance with the Reporting Manual.

B2 Obtaining appropriate insurance

B2.1 *[Not applicable]*

B2.2 The Licensee must:

- a) on the date on which this Licence is granted for the activities authorised under this Licence:
 - i) hold insurance that is appropriate for the size and nature of the activities authorised under this Licence; and
 - ii) provide a copy of each certificate of currency of the insurance obtained to IPART; and
- b) within 6 months of the date on which this License is granted or by a later date specified by IPART (if any) demonstrate that the insurance held is appropriate for the size and nature of the activities authorised under this Licence by providing a report to IPART from an Insurance Expert that:
 - i) certifies that in the Insurance Expert's opinion, the type and level of the insurance held by the Licensee is appropriate for the size and nature of the activities authorised under the Licence; and
 - ii) is in the form prescribed by the Reporting Manual.

B2.3 *[Not applicable]*

B2.4 *[Not applicable]*

B2.5 *[Not applicable]*

B2.6 *[Not applicable]*

B3 Maintaining appropriate insurance

B3.1 The Licensee must maintain insurance that is appropriate for the size and nature of the activities authorised under this Licence.

B3.2 The Licensee must provide a copy of each certificate of currency of the insurance maintained by the Licensee to IPART in accordance with the Reporting Manual.

B3.3 If there is to be a change in:

- a) the insurer or underwriting panel in respect of an insurance policy held by the Licensee; or
 - b) the type, scope or limit on the amount of insurance held by the Licensee,
- in relation to the activities authorised under this Licence, the Licensee must provide a report to IPART in accordance with the Reporting Manual.

B3.4 From time to time when requested in writing by IPART, the Licensee must provide a report to IPART, in the manner, form and time specified by IPART, from an Insurance Expert certifying that in the Insurance Expert's opinion the type, scope or limit on the amount of the insurance held by the Licensee is appropriate for the size and nature of the activities authorised under the licence.

[Note: The situations in which IPART may request a report under clause B3.4 include (but are not limited to) the following:

- *when IPART has reason to believe that there may be a change in the type or level of insurance held by the Licensee in relation to activities authorised under this Licence;*
- *where there is a change in the type or extent of activities authorised under this Licence; or*
- *when IPART or an approved auditor has reason to believe that the type or level of insurance held by the Licensee may not be appropriate for the size and nature of the activities authorised under this Licence.]*

B4 Complying with NSW Health requirements

- B4.1** The Licensee must carry out the activities authorised by this Licence in compliance with any requirements of NSW Health that:
- a) IPART has agreed to; and
 - b) are notified from time to time to the Licensee by IPART in writing.

B5 Complying with Audit Guidelines from IPART

- B5.1** The Licensee must comply with any Audit Guidelines issued by IPART.

B6 Reporting in accordance with the Reporting Manual

- B6.1** The Licensee must prepare and submit reports in accordance with the Reporting Manual.

B7 Reporting information in relation to the register of licences

- B7.1** The Licensee must notify IPART, and provide IPART with details, of any change in relation to the following, in accordance with the Reporting Manual, within 14 days of the change:
- a) any licensed network operator or public water utility from whose water industry infrastructure the Licensee supplies water to its customers;
 - b) any source from which the water handled by the water industry infrastructure referred to in clause B7.1(a) is derived;
 - c) whether or not any of the Licensee's customers are Small Retail Customers; and

- d) any order under section 54 of the Act by which the Licensee is declared to be a retailer of last resort
- e) *[Not applicable]*
- f) *[Not applicable]*
- g) *[Not applicable]*

B8 Provision of copy of Plan

B8.1 Whenever the Licensee makes a significant amendment to a Plan, the Licensee must provide a copy of the amended Plan to IPART at the same time that it provides a copy to the approved auditor engaged to prepare a report as to the adequacy of the amended Plan, as required under the Regulation.

B9 Delineating responsibilities

B9.1 If a code of conduct has not been established under clause 25 of the Regulation, the Licensee must establish a code of conduct (**Licensee's Code of Conduct**) in accordance with this clause B9.

B9.2 a) The Licensee's Code of Conduct must set out the respective responsibilities of:

- i) the Licensee; and
- ii) each licensed network operator, licensed retail supplier and/or public water utility that:
 - A) supplies water, provides sewerage services by means of; or
 - B) constructs, maintains or operates, any Specified Water Industry Infrastructure.

b) The Licensee's Code of Conduct must set out the respective responsibilities of the entities specified in clause B9.2(a) by, at a minimum, providing for:

- i) who is responsible for repairing, replacing or maintaining any pipes, pumps, valves or storages or other infrastructure that is Specified Water Industry Infrastructure;
- ii) who is responsible for water quality;
- iii) who is liable in the event of the unavailability of water;
- iv) who is liable in the event of failure of the Specified Water Industry Infrastructure;
- v) the fees and charges payable in respect of the use of the Specified Water Industry Infrastructure; and
- vi) who is responsible for handling customer complaints.

B9.3 *[Not applicable]*

B9.4 Within 6 months of the date on which this Licence is granted or by a later date specified by IPART (if any), the Licensee's Code of Conduct must be agreed in writing between the Licensee and the other licensed network operators, licensed retail suppliers and/or public water utilities referred to in clause B9.2.

B9.5 The Licensee must not contravene the Licensee's Code of Conduct to the extent that it makes the Licensee responsible or liable for the matters set out in it.

B10 Notification of changes to Authorised Person

B10.1 If an Authorised Person ceases, proposes to cease, or receives notification to cease providing any of the services relating to the activities authorised by this Licence, the Licensee must provide IPART with written notice as soon as practicable but no later than 28 days before the date of cessation of the services. The written notice must include details of how the services previously undertaken by the Authorised Person will continue to be undertaken.

B11 Infrastructure to be used

B11.1 The Licensee must only source and supply water by means of water industry infrastructure maintained and operated by or on behalf of a licensed network operator or public water utility.

B11.2 *[Not applicable]*

B12 *[Not applicable]*

INTERPRETATION AND DEFINITIONS

1. Interpretation

1.1 In this Licence, unless the context requires otherwise:

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

2. Definitions

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

2.2 In this Licence:

Act	means the <i>Water Industry Competition Act 2006</i> (NSW).
Audit Guidelines	means the document entitled "Audit Guideline – Water Industry Competition Act 2006" which is prepared by IPART and is available on IPART's website at www.ipart.nsw.gov.au , and any other guidelines issued by IPART in relation to audits under the Act.
Authorised Person	means the authorised persons specified in, as applicable: <ul style="list-style-type: none">a) clause S1, Table 1.1;b) clause S2, Table 2.1;c) clause S3, Table 3.1.
Insurance Expert	means an insurance broker which holds an Australian financial services licence under Part 7.6 of the <i>Corporations Act 2001</i> (Cth) that authorises the broker to provide financial product advice for, and deal in, contracts of insurance within the meaning of Chapter 7 of that Act.
IPART	means the Independent Pricing and Regulatory Tribunal of New South Wales established under the <i>Independent Pricing and Regulatory Tribunal Act</i>

1992 (NSW).

Licence	means this retail supplier's licence granted under section 10 of the Act.
Licensee	means SUEZ Water and Treatment Solutions Pty Ltd (ACN 051 950 068).
Licensee's Code of Conduct	has the meaning given in Schedule B, clause B9.1.
Minister	means the Minister responsible for Part 2 of the Act.
NSW Health	means the Water Unit of NSW Ministry of Health and any of the local health districts as defined by the NSW Ministry of Health.
Plan	means the retail supply management plan that the Licensee is required to prepare under the Regulation.
Regulation	means the <i>Water Industry Competition (General) Regulation 2008</i> (NSW).
Reporting Manual	means the document entitled "Retail Supplier's Reporting Manual," which is prepared by IPART and is available on IPART's website at www.ipart.nsw.gov.au .
Small Retail Customer	has the meaning given to that term in the Regulation.
Specified Water Industry Infrastructure	means water industry infrastructure through which the non-potable water, drinking water and/or sewerage services under this Licence is supplied.

Environment Protection Licence

Licence - 20757

Licence Details	
Number:	20757
Anniversary Date:	06-September

Licensee
SUEZ WATER & TREATMENT SOLUTIONS PTY LTD
LEVEL 3/3 RIDER BOULEVARD
RHODES NSW 2138

Premises
INDUSTRIAL WATER SCHEME - ADVANCED WATER TREATMENT PLANT
15 - 21 CHANNEL ROAD
MAYFIELD WEST NSW 2304

Scheduled Activity
N/A

Fee Based Activity	Scale
Miscellaneous licensed discharge to waters (at any time)	> 20-100 ML maximum annual volume of discharge authorised

Region
North - Hunter
Ground Floor, NSW Govt Offices, 117 Bull Street
NEWCASTLE WEST NSW 2302
Phone: (02) 4908 6800
Fax: (02) 4908 6810
PO Box 488G
NEWCASTLE NSW 2300



Environment Protection Licence

Licence - 20757

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Environment Protection Licence

Licence - 20757



Information about this licence

Dictionary

A definition of terms used in the licence can be found in the dictionary at the end of this licence.

Responsibilities of licensee

Separate to the requirements of this licence, general obligations of licensees are set out in the Protection of the Environment Operations Act 1997 ("the Act") and the Regulations made under the Act. These include obligations to:

- ensure persons associated with you comply with this licence, as set out in section 64 of the Act;
- control the pollution of waters and the pollution of air (see for example sections 120 - 132 of the Act);
- report incidents causing or threatening material environmental harm to the environment, as set out in Part 5.7 of the Act.

Variation of licence conditions

The licence holder can apply to vary the conditions of this licence. An application form for this purpose is available from the EPA.

The EPA may also vary the conditions of the licence at any time by written notice without an application being made.

Where a licence has been granted in relation to development which was assessed under the Environmental Planning and Assessment Act 1979 in accordance with the procedures applying to integrated development, the EPA may not impose conditions which are inconsistent with the development consent conditions until the licence is first reviewed under Part 3.6 of the Act.

Duration of licence

This licence will remain in force until the licence is surrendered by the licence holder or until it is suspended or revoked by the EPA or the Minister. A licence may only be surrendered with the written approval of the EPA.

Licence review

The Act requires that the EPA review your licence at least every 5 years after the issue of the licence, as set out in Part 3.6 and Schedule 5 of the Act. You will receive advance notice of the licence review.

Fees and annual return to be sent to the EPA

For each licence fee period you must pay:

- an administrative fee; and
- a load-based fee (if applicable).

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The EPA publication “A Guide to Licensing” contains information about how to calculate your licence fees. The licence requires that an Annual Return, comprising a Statement of Compliance and a summary of any monitoring required by the licence (including the recording of complaints), be submitted to the EPA. The Annual Return must be submitted within 60 days after the end of each reporting period. See condition R1 regarding the Annual Return reporting requirements.

Usually the licence fee period is the same as the reporting period.

Transfer of licence

The licence holder can apply to transfer the licence to another person. An application form for this purpose is available from the EPA.

Public register and access to monitoring data

Part 9.5 of the Act requires the EPA to keep a public register of details and decisions of the EPA in relation to, for example:

- licence applications;
- licence conditions and variations;
- statements of compliance;
- load based licensing information; and
- load reduction agreements.

Under s320 of the Act application can be made to the EPA for access to monitoring data which has been submitted to the EPA by licensees.

This licence is issued to:

SUEZ WATER & TREATMENT SOLUTIONS PTY LTD

LEVEL 3/3 RIDER BOULEVARD

RHODES NSW 2138

subject to the conditions which follow.

Environment Protection Licence

Licence - 20757



1 Administrative Conditions

A1 What the licence authorises and regulates

A1.1 This licence regulates water pollution resulting from the activity/ies specified below carried out at the premises specified in A2.

<u>Fee Based Activity</u>	<u>Scale</u>
Miscellaneous licensed discharge to waters (at any time)	> 20.00-100.00 ML maximum annual volume of discharge authorised

A2 Premises or plant to which this licence applies

A2.1 The licence applies to the following premises:

Premises Details
INDUSTRIAL WATER SCHEME - ADVANCED WATER TREATMENT PLANT
15 - 21 CHANNEL ROAD
MAYFIELD WEST
NSW 2304
THE PREMISES INCLUDES THE ADVANCED WATER TREATMENT PLANT AND PIPEWORK TO THE SHORTLAND DECHLORINATION BUILDING AND BRINE PIPELINE AS SHOWN IN PREMISES MAP TITLED 'MAYFIELD WEST AWTP EPL PREMISES PLAN' DATED 11/08/2016 SAVED AT DOC16/404003.

A3 Information supplied to the EPA

A3.1 Works and activities must be carried out in accordance with the proposal contained in the licence application, except as expressly provided by a condition of this licence.

In this condition the reference to "the licence application" includes a reference to:

- a) the applications for any licences (including former pollution control approvals) which this licence replaces under the Protection of the Environment Operations (Savings and Transitional) Regulation 1998; and
- b) the licence information form provided by the licensee to the EPA to assist the EPA in connection with the issuing of this licence.

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2 Discharges to Air and Water and Applications to Land

P1 Location of monitoring/discharge points and areas

P1.1 The following utilisation areas referred to in the table below are identified in this licence for the purposes of the monitoring and/or the setting of limits for any application of solids or liquids to the utilisation area.

P1.2 The following points referred to in the table are identified in this licence for the purposes of the monitoring and/or the setting of limits for discharges of pollutants to water from the point.

Water and land

EPA Identification no.	Type of Monitoring Point	Type of Discharge Point	Location Description
1		Discharge to waters	At Shortland WWTW dechlorination building, 270m upstream of the outfall diffuser and labelled as 'Discharge point 1' on map titled Kooragang Recycled Water Scheme Environmental Discharge Points, dated 19/01/2016 - saved at DOC16/108188-01
2	Discharge quality monitoring Total volume monitoring		Monitoring point at dechlorination station at the Advanced Water Treatment Plant site prior to pipe to Shortland WWTW dechlorination building, as shown in map titled, Kooragang Recycled Water Scheme Environmental Discharge Points dated 19/01/2016.

3 Limit Conditions

L1 Pollution of waters

L1.1 Except as may be expressly provided in any other condition of this licence, the licensee must comply with section 120 of the Protection of the Environment Operations Act 1997.

L2 Concentration limits

L2.1 For each monitoring/discharge point or utilisation area specified in the table\ below (by a point number), the concentration of a pollutant discharged at that point, or applied to that area, must not exceed the concentration limits specified for that pollutant in the table.

L2.2 Where a pH quality limit is specified in the table, the specified percentage of samples must be within the

Environment Protection Licence

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specified ranges.

L2.3 To avoid any doubt, this condition does not authorise the pollution of waters by any pollutant other than those specified in the tables.

L2.4 Water and/or Land Concentration Limits

POINT 2

Pollutant	Units of Measure	50 Percentile concentration limit	90 Percentile concentration limit	3DGM concentration limit	100 percentile concentration limit
BOD	milligrams per litre		5		
Nitrogen (total)	milligrams per litre		10		
pH	pH				6.5-8.5
Phosphorus (total)	milligrams per litre		6		
Total suspended solids	milligrams per litre		15		

L3 Volume and mass limits

L3.1 For each discharge point or utilisation area specified below (by a point number), the volume/mass of:

- liquids discharged to water; or;
- solids or liquids applied to the area;

must not exceed the volume/mass limit specified for that discharge point or area.

Point	Unit of Measure	Volume/Mass Limit
2	kilolitres per day	12,800

L4 Waste

L4.1 The licensee may receive and/or transfer sewage and Group C waste generated outside the premises for treatment, processing or reprocessing at the premises. The licensee must take reasonable steps to ensure that sewage received at the premises has been lawfully discharged in accordance with a trade waste agreement or customer contract (as applicable) in force between the licensee and the generator of

Environment Protection Licence

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the waste. The licensee must treat, process or reprocess the sewage and Group C waste in accordance with this licence prior to discharge from the premises.

L4.2 The licensee must not accept, treat or store biosolids at the premises.

L5 Potentially offensive odour

L5.1 No condition of this licence identifies a potentially offensive odour for the purposes of section 129 of the Protection of the Environment Operations Act 1997.

Note: Section 129 of the Protection of the Environment Operations Act 1997, provides that the licensee must not cause or permit the emission of any offensive odour from the premises but provides a defence if the emission is identified in the relevant environment protection licence as a potentially offensive odour and the odour was emitted in accordance with the conditions of a licence directed at minimising odour.

4 Operating Conditions

O1 Activities must be carried out in a competent manner

O1.1 Licensed activities must be carried out in a competent manner.

This includes:

- a) the processing, handling, movement and storage of materials and substances used to carry out the activity; and
- b) the treatment, storage, processing, reprocessing, transport and disposal of waste generated by the activity.

O2 Maintenance of plant and equipment

O2.1 All plant and equipment installed at the premises or used in connection with the licensed activity:

- a) must be maintained in a proper and efficient condition; and
- b) must be operated in a proper and efficient manner.

O3 Emergency response

O3.1 The licensee must maintain, and implement as necessary, a current emergency response plan for the premises. The licensee must keep the emergency response plan on the premises at all times. The emergency response plan must document systems and procedures to deal with all types of incidents (e.g. spills, explosions or fire) that may occur at the premises or that may be associated with activities that occur at the premises and which are likely to cause harm to the environment. If a current emergency response plan does not exist at the date on which this condition is attached to the licence, the licensee must develop an emergency response plan within three months of that date.

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O4 Processes and management

O4.1 All above ground tanks containing material that is likely to cause environmental harm must be bunded or have an alternative spill containment system in place.

O4.2 Bunds must:

- a) have walls and floors constructed of impervious materials;
- b) be of sufficient capacity to contain 110% of the volume of the tank (or 110% volume of the largest tank where a group of tanks are installed);
- c) have floors graded to a collection sump; and
- d) not have a drain valve incorporated in the bund structure,

or be constructed and operated in a manner that achieves the same environmental outcome.

O5 Waste management

O5.1 The licensee must ensure that any liquid and/or non liquid waste generated and/or stored at the premises is assessed and classified in accordance with the EPA's Waste Classification Guidelines as in force from time to time.

O5.2 The licensee must ensure that waste identified for recycling is stored separately from other waste.

5 Monitoring and Recording Conditions

M1 Monitoring records

M1.1 The results of any monitoring required to be conducted by this licence or a load calculation protocol must be recorded and retained as set out in this condition.

M1.2 All records required to be kept by this licence must be:

- a) in a legible form, or in a form that can readily be reduced to a legible form;
- b) kept for at least 4 years after the monitoring or event to which they relate took place; and
- c) produced in a legible form to any authorised officer of the EPA who asks to see them.

M1.3 The following records must be kept in respect of any samples required to be collected for the purposes of this licence:

- a) the date(s) on which the sample was taken;
- b) the time(s) at which the sample was collected;
- c) the point at which the sample was taken; and
- d) the name of the person who collected the sample.

M2 Requirement to monitor concentration of pollutants discharged

M2.1 For each monitoring/discharge point or utilisation area specified below (by a point number), the licensee must monitor (by sampling and obtaining results by analysis) the concentration of each pollutant specified

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in Column 1. The licensee must use the sampling method, units of measure, and sample at the frequency, specified opposite in the other columns:

M2.2 Water and/ or Land Monitoring Requirements

POINT 2

Pollutant	Units of measure	Frequency	Sampling Method
BOD	milligrams per litre	Special Frequency 1	Grab sample
Cadmium (dissolved)	milligrams per litre	Special Frequency 1	Grab sample
Chloride (dissolved)	milligrams per litre	Special Frequency 1	Grab sample
Chromium (hexavalent)	milligrams per litre	Special Frequency 1	Grab sample
Copper (dissolved)	milligrams per litre	Special Frequency 1	Grab sample
Faecal Coliforms	colony forming units per 100 millilitres	Special Frequency 1	Grab sample
Lead (dissolved)	milligrams per litre	Special Frequency 1	Grab sample
Nickel (dissolved)	milligrams per litre	Special Frequency 1	Grab sample
Nitrogen (ammonia)	milligrams per litre	Special Frequency 1	Grab sample
Nitrogen (nitrate)	milligrams per litre	Special Frequency 1	Grab sample
Nitrogen (nitrite)	milligrams per litre	Special Frequency 1	Grab sample
pH	pH	Special Frequency 1	Grab sample
Phosphorus (total)	milligrams per litre	Special Frequency 1	Grab sample
Total suspended solids	milligrams per litre	Special Frequency 1	Grab sample
Zinc (dissolved)	milligrams per litre	Special Frequency 1	Grab sample

M2.3 For the purposes of the table in condition M2.2, Special Frequency 1 is defined as the collection of one sample at the commencement of discharge and one sample to be collected in every 24 hour period for discharge events that occur for durations of longer than 24 hours.

M3 Testing methods - concentration limits

M3.1 Subject to any express provision to the contrary in this licence, monitoring for the concentration of a pollutant discharged to waters or applied to a utilisation area must be done in accordance with the Approved Methods Publication unless another method has been approved by the EPA in writing before any tests are conducted.

M4 Recording of pollution complaints

M4.1 The licensee must keep a legible record of all complaints made to the licensee or any employee or agent of the licensee in relation to pollution arising from any activity to which this licence applies.



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M4.2 The record must include details of the following:

- a) the date and time of the complaint;
- b) the method by which the complaint was made;
- c) any personal details of the complainant which were provided by the complainant or, if no such details were provided, a note to that effect;
- d) the nature of the complaint;
- e) the action taken by the licensee in relation to the complaint, including any follow-up contact with the complainant; and
- f) if no action was taken by the licensee, the reasons why no action was taken.

M4.3 The record of a complaint must be kept for at least 4 years after the complaint was made.

M4.4 The record must be produced to any authorised officer of the EPA who asks to see them.

M5 Telephone complaints line

M5.1 The licensee must operate during its operating hours a telephone complaints line for the purpose of receiving any complaints from members of the public in relation to activities conducted at the premises or by the vehicle or mobile plant, unless otherwise specified in the licence.

M5.2 The licensee must notify the public of the complaints line telephone number and the fact that it is a complaints line so that the impacted community knows how to make a complaint.

M5.3 The preceding two conditions do not apply until two (2) weeks the date of the issue of this licence.

M5.4 The licensee must nominate to the EPA a single telephone number for the purpose of the EPA contacting the licensee to provide immediate assistance or response during emergencies or any other incidents at the premises. The telephone number must be current at all times.

The nomination must be provided to the EPA's Regional Manager - Hunter at PO Box 488G, Newcastle NSW 2300, or by email to hunter.region@epa.nsw.gov.au.

Note: This condition does not apply until two (2) weeks after the issuing the licence.

M6 Requirement to monitor volume or mass

M6.1 For each discharge point or utilisation area specified below, the licensee must monitor:

- a) the volume of liquids discharged to water or applied to the area;
 - b) the mass of solids applied to the area;
 - c) the mass of pollutants emitted to the air;
- at the frequency and using the method and units of measure, specified below.

POINT 2

Frequency	Unit of Measure	Sampling Method
Continuous	kilolitres per day	Flow meter and continuous logger

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6 Reporting Conditions

R1 Annual return documents

R1.1 The licensee must complete and supply to the EPA an Annual Return in the approved form comprising:

1. a Statement of Compliance,
2. a Monitoring and Complaints Summary,
3. a Statement of Compliance - Licence Conditions,
4. a Statement of Compliance - Load based Fee,
5. a Statement of Compliance - Requirement to Prepare Pollution Incident Response Management Plan,
6. a Statement of Compliance - Requirement to Publish Pollution Monitoring Data; and
7. a Statement of Compliance - Environmental Management Systems and Practices.

At the end of each reporting period, the EPA will provide to the licensee a copy of the form that must be completed and returned to the EPA.

R1.2 An Annual Return must be prepared in respect of each reporting period, except as provided below.

Note: The term "reporting period" is defined in the dictionary at the end of this licence. Do not complete the Annual Return until after the end of the reporting period.

R1.3 Where this licence is transferred from the licensee to a new licensee:

- a) the transferring licensee must prepare an Annual Return for the period commencing on the first day of the reporting period and ending on the date the application for the transfer of the licence to the new licensee is granted; and
- b) the new licensee must prepare an Annual Return for the period commencing on the date the application for the transfer of the licence is granted and ending on the last day of the reporting period.

Note: An application to transfer a licence must be made in the approved form for this purpose.

R1.4 Where this licence is surrendered by the licensee or revoked by the EPA or Minister, the licensee must prepare an Annual Return in respect of the period commencing on the first day of the reporting period and ending on:

- a) in relation to the surrender of a licence - the date when notice in writing of approval of the surrender is given; or
- b) in relation to the revocation of the licence - the date from which notice revoking the licence operates.

R1.5 The Annual Return for the reporting period must be supplied to the EPA via eConnect *EPA* or by registered post not later than 60 days after the end of each reporting period or in the case of a transferring licence not later than 60 days after the date the transfer was granted (the 'due date').

R1.6 The licensee must retain a copy of the Annual Return supplied to the EPA for a period of at least 4 years after the Annual Return was due to be supplied to the EPA.

R1.7 Within the Annual Return, the Statements of Compliance must be certified and the Monitoring and

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Complaints Summary must be signed by:

- a) the licence holder; or
- b) by a person approved in writing by the EPA to sign on behalf of the licence holder.

R2 Notification of environmental harm

R2.1 Notifications must be made by telephoning the Environment Line service on 131 555.

Note: The licensee or its employees must notify all relevant authorities of incidents causing or threatening material harm to the environment immediately after the person becomes aware of the incident in accordance with the requirements of Part 5.7 of the Act.

R2.2 The licensee must provide written details of the notification to the EPA within 7 days of the date on which the incident occurred.

R3 Written report

R3.1 Where an authorised officer of the EPA suspects on reasonable grounds that:

- a) where this licence applies to premises, an event has occurred at the premises; or
- b) where this licence applies to vehicles or mobile plant, an event has occurred in connection with the carrying out of the activities authorised by this licence, and the event has caused, is causing or is likely to cause material harm to the environment (whether the harm occurs on or off premises to which the licence applies), the authorised officer may request a written report of the event.

R3.2 The licensee must make all reasonable inquiries in relation to the event and supply the report to the EPA within such time as may be specified in the request.

R3.3 The request may require a report which includes any or all of the following information:

- a) the cause, time and duration of the event;
- b) the type, volume and concentration of every pollutant discharged as a result of the event;
- c) the name, address and business hours telephone number of employees or agents of the licensee, or a specified class of them, who witnessed the event;
- d) the name, address and business hours telephone number of every other person (of whom the licensee is aware) who witnessed the event, unless the licensee has been unable to obtain that information after making reasonable effort;
- e) action taken by the licensee in relation to the event, including any follow-up contact with any complainants;
- f) details of any measure taken or proposed to be taken to prevent or mitigate against a recurrence of such an event; and
- g) any other relevant matters.

R3.4 The EPA may make a written request for further details in relation to any of the above matters if it is not satisfied with the report provided by the licensee. The licensee must provide such further details to the EPA within the time specified in the request.

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7 General Conditions

G1 Copy of licence kept at the premises or plant

- G1.1 A copy of this licence must be kept at the premises to which the licence applies.
- G1.2 The licence must be produced to any authorised officer of the EPA who asks to see it.
- G1.3 The licence must be available for inspection by any employee or agent of the licensee working at the premises.

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Dictionary

General Dictionary

3DGM [in relation to a concentration limit]	Means the three day geometric mean, which is calculated by multiplying the results of the analysis of three samples collected on consecutive days and then taking the cubed root of that amount. Where one or more of the samples is zero or below the detection limit for the analysis, then 1 or the detection limit respectively should be used in place of those samples
Act	Means the Protection of the Environment Operations Act 1997
activity	Means a scheduled or non-scheduled activity within the meaning of the Protection of the Environment Operations Act 1997
actual load	Has the same meaning as in the Protection of the Environment Operations (General) Regulation 2009
AM	Together with a number, means an ambient air monitoring method of that number prescribed by the <i>Approved Methods for the Sampling and Analysis of Air Pollutants in New South Wales</i> .
AMG	Australian Map Grid
anniversary date	The anniversary date is the anniversary each year of the date of issue of the licence. In the case of a licence continued in force by the Protection of the Environment Operations Act 1997, the date of issue of the licence is the first anniversary of the date of issue or last renewal of the licence following the commencement of the Act.
annual return	Is defined in R1.1
Approved Methods Publication	Has the same meaning as in the Protection of the Environment Operations (General) Regulation 2009
assessable pollutants	Has the same meaning as in the Protection of the Environment Operations (General) Regulation 2009
BOD	Means biochemical oxygen demand
CEM	Together with a number, means a continuous emission monitoring method of that number prescribed by the <i>Approved Methods for the Sampling and Analysis of Air Pollutants in New South Wales</i> .
COD	Means chemical oxygen demand
composite sample	Unless otherwise specifically approved in writing by the EPA, a sample consisting of 24 individual samples collected at hourly intervals and each having an equivalent volume.
cond.	Means conductivity
environment	Has the same meaning as in the Protection of the Environment Operations Act 1997
environment protection legislation	Has the same meaning as in the Protection of the Environment Administration Act 1991
EPA	Means Environment Protection Authority of New South Wales.
fee-based activity classification	Means the numbered short descriptions in Schedule 1 of the Protection of the Environment Operations (General) Regulation 2009.
general solid waste (non-putrescible)	Has the same meaning as in Part 3 of Schedule 1 of the Protection of the Environment Operations Act 1997

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flow weighted composite sample	Means a sample whose composites are sized in proportion to the flow at each composites time of collection.
general solid waste (putrescible)	Has the same meaning as in Part 3 of Schedule 1 of the Protection of the Environment Operations Act 1997
grab sample	Means a single sample taken at a point at a single time
hazardous waste	Has the same meaning as in Part 3 of Schedule 1 of the Protection of the Environment Operations Act 1997
licensee	Means the licence holder described at the front of this licence
load calculation protocol	Has the same meaning as in the Protection of the Environment Operations (General) Regulation 2009
local authority	Has the same meaning as in the Protection of the Environment Operations Act 1997
material harm	Has the same meaning as in section 147 Protection of the Environment Operations Act 1997
MBAS	Means methylene blue active substances
Minister	Means the Minister administering the Protection of the Environment Operations Act 1997
mobile plant	Has the same meaning as in Part 3 of Schedule 1 of the Protection of the Environment Operations Act 1997
motor vehicle	Has the same meaning as in the Protection of the Environment Operations Act 1997
O&G	Means oil and grease
percentile [in relation to a concentration limit of a sample]	Means that percentage [eg.50%] of the number of samples taken that must meet the concentration limit specified in the licence for that pollutant over a specified period of time. In this licence, the specified period of time is the Reporting Period unless otherwise stated in this licence.
plant	Includes all plant within the meaning of the Protection of the Environment Operations Act 1997 as well as motor vehicles.
pollution of waters [or water pollution]	Has the same meaning as in the Protection of the Environment Operations Act 1997
premises	Means the premises described in condition A2.1
public authority	Has the same meaning as in the Protection of the Environment Operations Act 1997
regional office	Means the relevant EPA office referred to in the Contacting the EPA document accompanying this licence
reporting period	For the purposes of this licence, the reporting period means the period of 12 months after the issue of the licence, and each subsequent period of 12 months. In the case of a licence continued in force by the Protection of the Environment Operations Act 1997, the date of issue of the licence is the first anniversary of the date of issue or last renewal of the licence following the commencement of the Act.
restricted solid waste	Has the same meaning as in Part 3 of Schedule 1 of the Protection of the Environment Operations Act 1997
scheduled activity	Means an activity listed in Schedule 1 of the Protection of the Environment Operations Act 1997
special waste	Has the same meaning as in Part 3 of Schedule 1 of the Protection of the Environment Operations Act 1997
TM	Together with a number, means a test method of that number prescribed by the <i>Approved Methods for the Sampling and Analysis of Air Pollutants in New South Wales</i> .

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TSP	Means total suspended particles
TSS	Means total suspended solids
Type 1 substance	Means the elements antimony, arsenic, cadmium, lead or mercury or any compound containing one or more of those elements
Type 2 substance	Means the elements beryllium, chromium, cobalt, manganese, nickel, selenium, tin or vanadium or any compound containing one or more of those elements
utilisation area	Means any area shown as a utilisation area on a map submitted with the application for this licence
waste	Has the same meaning as in the Protection of the Environment Operations Act 1997
waste type	Means liquid, restricted solid waste, general solid waste (putrescible), general solid waste (non - putrescible), special waste or hazardous waste

Ms Rebecca Scrivener

Environment Protection Authority

(By Delegation)

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End Notes

- 2 Licence format updated on 02-May-2017
- 3 Licence transferred through application 1559183 approved on 28-Nov-2017 , which came into effect on 28-Nov-2017