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Water Act 1989

BULK ENTITLEMENT (RIVER MURRAY–GOULBURN MURRAY WATER) CONVERSION FURTHER AMENDING ORDER 2010

Order in Council

1. Citation

This Order may be cited as the Bulk Entitlement (River Murray–Goulburn Murray Water) Conversion Further Amending Order 2010.

2. Purpose

The purpose of this Order is to make such amendments to the Bulk Entitlement (River Murray–Goulburn Murray Water) Conversion Order 1999 (as amended) that are necessary to reflect the mitigation water commitments of the Northern Victoria Irrigation Renewal Project, to clarify the management and sharing of water savings from this project and to recognise the new entitlements created for Melbourne and the environment's share of the water savings from this project.

3. Empowering Provisions

This Order is made under section 44 of the Water Act 1989.

4. Commencement

This Order comes into effect on the day it is published in the Government Gazette.

5. Definition

In this Order '**the Bulk Entitlement Order**' means the Bulk Entitlement (River Murray–Goulburn Murray Water) Conversion Order 1999 as amended from time to time.

6. Amendment to Clause 4

In clause 4 of the Bulk Entitlement Order insert the following definitions -

'approved environmental watering plans' means the environmental watering plans approved by the Minister for Water in accordance with condition 3(iii) of the Minister for Planning's decision regarding the referral of Northern Victorian Irrigation Renewal Project under the Environmental Effects Act 1989;

'environment Minister' has the same meaning as in section 3 of the Act, and includes any delegate of the environment Minister under s 48PB of the Act;

'gross modernisation water savings' means the total water gained as a result of the implementation of the modernisation works;

'mitigation water' means the portion of the gross modernisation water savings specified in the approved environmental watering plans;

'modernisation water savings' means the gross modernisation water savings excluding mitigation water;

'modernisation works' means the program of works and measures to modernise irrigation infrastructure in the Murray component of the GMID;

'Northern Victoria Irrigation Renewal Project' means the modernisation works planned and implemented by the Northern Victoria Irrigation Renewal Project entity.

SPECIAL

7. Amendment to Clause 18

- (a) For sub-clause 18.1 of the Bulk Entitlement Order, substitute
 - ⁶18.1 Where measures are taken which permanently reduce losses incurred by Goulburn–Murray Water in transporting water from the River Murray to primary entitlement holders, Goulburn Murray Water may, in respect to the water saved as a result of the Northern Victoria Irrigation Renewal Project, annually reserve the volume of modernisation water savings, calculated in accordance with the calculation methods approved by the Minister, for subsequent use in accordance with the water sharing arrangements described in Schedule 5.[°]
- (b) For sub-clause 18.2 of the Bulk Entitlement Order, substitute
 - ⁶ 18.2 Goulburn–Murray Water may only transfer or convert any water saved as a result of measures taken which permanently reduce losses, into new rights to water if:
 - (a) Goulburn–Murray Water has applied for recognition of the savings to the Minister; and
 - (b) the Minister has consulted with River Murray entitlement holders; and
 - (c) the Minister has approved the application with any qualifications which the Minister thinks fit.

8. Amendment to Clause 22.1

In sub-clause 22.1 of the Bulk Entitlement Order at the end of paragraph (o), **insert** – ' and

(p) the annual modernisation water savings and mitigation water reserved and supplied in accordance with items 1(c) and (d) in Schedule 5.'

9. Amendment to Schedule 1

At the end of the notes for Tables 1 and 2 in Schedule 1 of the Bulk Entitlement Order, insert the following so that it forms part of the notes to those tables –

⁶5. All losses in Table 1 and Table 2 for the Murray Valley and Torrumbarry user groups include modernisation water savings to be reserved in accordance with the water sharing arrangements described in Schedule 5.²

10. Amendment to Schedule 5

In clause 1 of Schedule 5, to the Bulk Entitlement Order after the end of the table in paragraph (b), **insert the following paragraphs** –

(c) Modernisation water savings

- 1. Each year, in accordance with clause 18.1, Goulburn–Murray Water must reserve a volume of modernisation water savings arising from the Northern Victoria Irrigation Renewal Project and supply this water in the year after in accordance with items 2 to 7 below.
- 2. The first modernisation water savings reserved before June 2010 is to be supplied to Melbourne.
- 3. Thereafter, and until converted to new rights, the modernisation water savings arising from:
 - i. Stage 1 of the Northern Victoria Irrigation Renewal Project, of up to 225GL must be supplied in the following proportions:
 - a. one-third of annual modernisation water savings is to be made available for supply to irrigators in the Murray component of the GMID;

- b. one-third of annual modernisation water savings is to be made available for supply to the environment; and
- c. one-third of annual modernisation water savings is to be made available for supply to Melbourne.
- ii. Stage 2 of the Northern Victoria Irrigation Renewal Project, of up to 200GL, must be shared having regard to any agreement with the Commonwealth of Australia that applies to these savings.
- 4. Goulburn–Murray Water must record the headworks where the modernisation water savings will be reserved and the volumes that have been reserved in respect of each of items 3. i. a., b., and c. above.
- 5. Goulburn–Murray Water must adjust the records of modernisation water savings to record the following reductions:
 - i. the amount of water that has been supplied in accordance with items 2 and 3 above; and
 - ii. an appropriate amount of water to account for the evaporative losses in the headworks if a volume of water is recorded in these headworks at 30 June each year.
- 6. Goulburn–Murray Water must supply the modernisation water savings reserved for the environment that is referred to in item 3 i. b. in accordance with the Environmental Entitlement (River Murray Environmental Water Reserve) 2010.
- 7. Goulburn–Murray Water must supply the modernisation water savings reserved for the Melbourne that is referred to in items 2 and 3. i. c. in accordance with the
 - i. Bulk Entitlement (River Murray City West Water) Order 2010
 - ii. Bulk Entitlement (River Murray South East Water) Order 2010
 - iii. Bulk Entitlement (River Murray Yarra Valley Water) Order 2010.

(d) Mitigation Water

- 1. Each year, Goulburn–Murray Water must reserve a volume of mitigation water, calculated in accordance with the calculation methods approved by the Minister, for supply in the following year in accordance with items 2 to 6 below.
- 2. Each year, Goulburn–Murray Water must inform the environment Minister of the mitigation water available for supply, which consists of :
 - a. the mitigation water in item 1 that was reserved in the previous year; plus
 - b. any mitigation water that was carried over under item 5.
- 3. At any time, Goulburn–Murray Water, at the request of the environment Minister, must supply a volume of mitigation water that does not exceed the volume available under item 2 to the locations requested by the environment Minister, and subject to the operating constraints of the system identified by Goulburn–Murray Water.
- 4. Mitigation water identified in item 2 as available for supply may only be supplied from the works of Goulburn–Murray Water within the Murray component of the GMID and at the supply locations listed in the approved environmental watering plans in which mitigation water has been identified.
- 5. Any mitigation water identified in item 2 not supplied by Goulburn–Murray Water can be carried over for supply in the following year subject to approval by the Minister.

- 6. Goulburn–Murray Water must record the headworks where the mitigation water will be reserved.
- 7. Goulburn–Murray Water must adjust the records of mitigation water to account for the following reductions:
 - a. the amount of water that has been supplied in accordance with item 3, and
 - b. if a volume of mitigation water remains in the headworks at 30 June each year, by an appropriate volume of water to account for the evaporative losses in the headworks.'

Dated 19 January 2010 Responsible Minister TIM HOLDING Minister for Water

> TOBY HALLIGAN Clerk of the Executive Council

Water Act 1989

BULK ENTITLEMENT (EILDON–GOULBURN WEIR) CONVERSION FURTHER AMENDING ORDER 2010

Order in Council

The Governor in Council, under the provisions of the Water Act 1989, makes the following Order – $\,$

1. Citation

This Order may be cited as the Bulk Entitlement (Eildon–Goulburn Weir) Conversion Further Amending Order 2010.

2. Purpose

The purpose of this Order is to make such amendments to the Bulk Entitlement (Eildon–Goulburn Weir) Conversion Order 1995 (as amended) that are necessary to reflect the mitigation water commitments of the Northern Victoria Irrigation Renewal Project and to recognise the new entitlements created for Melbourne and the environment's share of the water savings from this project.

3. Empowering Provisions

This Order is made under section 44 of the Water Act 1989.

4. Commencement

This Order comes into effect on the day it is published in the Government Gazette.

5. Definition

In this Order '**the Bulk Entitlement Order**' means the Bulk Entitlement (Eildon–Goulburn Weir) Conversion Order 1995 as amended from time to time.

6. Amendment to Clause 4

(a) In clause 4 of the Bulk Entitlement Order insert the following definitions –

'approved environmental watering plans' means the environmental watering plans approved by the Minister for Water in accordance with condition 3(iii) of the Minister for Planning's decision regarding the referral of Northern Victorian Irrigation Renewal Project under the **Environmental Effects Act 1989**;

'environment Minister' has the same meaning as in section 3 of the Act, and includes any delegate of the environment Minister under s 48PB of the Act;

'gross modernisation water savings' means the total water gained as a result of the implementation of the modernisation works;

'mitigation water' means the portion of the gross modernisation water savings specified in the approved environmental watering plans;

'modernisation works' means the program of works and measures to modernise irrigation infrastructure in the Goulburn component of the GMID;".

(b) In clause 4 of the Bulk Entitlement Order for the definition of 'modernisation water savings', substitute –

'modernisation water savings' means the gross modernisation water savings excluding mitigation water.

7. Amendment to Schedule 2

At the end of the table in Schedule 2 of the Bulk Entitlement Order, insert the following so that it forms part of that table –

Authority	Order
Minister administering Part 4 of the Catchment and Land Protection Act 1994	Environmental Entitlement (Goulburn System – Environmental Reserve) 2010
City West Water Limited	Bulk Entitlement (Goulburn System – City West Water Limited) Order 2010
South East Water Limited	Bulk Entitlement (Goulburn System – South East Water Limited) Order 2010
Yarra Valley Water Limited	Bulk Entitlement (Goulburn System – Yarra Valley Water Limited) Order 2010

8. Amendment to Schedule 3

At the end of the table in Schedule 3 of the Bulk Entitlement Order, insert the following so that it forms part of that table –

Authority/ System Supplied and Water Savings	Supply Details
Mitigation Water	1. Each year, the Authority must reserve a volume of mitigation water, calculated in accordance with the calculation methods approved by the Minister for Water, for supply in the following year in accordance with items 2 to 6 below.
	2. Each year, the Authority must inform the environment Minister of the mitigation water available for supply, which consists of:
	• the mitigation water in item 1 that was reserved in the previous year; plus
	• any mitigation water that was carried over under item 5.
	3. At any time, the Authority, at the request of the environment Minister, must supply a volume of mitigation water that does not exceed the volume available under item 2 to the locations requested by the environment Minister, and subject to the operating constraints of the system identified by the Authority.
	4. Mitigation water identified in item 2 as available for supply may only be supplied from the works of the Authority within the Goulburn component of the GMID and at the supply locations listed in the approved environmental watering plans in which mitigation water has been identified.

Authority/ System Supplied and Water Savings	Supply Details	
	5. Any mitigation water identified in item 2 that is not supplied by the Authority can be carried over for supply in the following year subject to approval by the Minister.	
	6. The Authority must record the headworks where the mitigation water will be reserved.	
	7. The Authority must adjust the records of mitigation water to account for the following reductions:	
	• the amount of water that has been supplied in accordance with item 3; and	
	• if a volume of mitigation water remains in the headworks at 30 June each year, by an appropriate volume of water to account for the evaporative losses in the headworks.	

9. Revocation

- (1) The Bulk Entitlement (Eildon–Goulburn Weir) Conversion Further Amending Order 2010 made by the Governor in Council on 19 January 2010 is revoked and has no effect.
- (2) Any amendments made or purported to be made by the Order referred to in clause 9(1) of this Order are revoked and have no effect.

Dated 27 January 2010 Responsible Minister TIM HOLDING Minister for Water

> TOBY HALLIGAN Clerk of the Executive Council

Water Act 1989

ENVIRONMENT ENTITLEMENT

(GOULBURN SYSTEM – ENVIRONMENTAL WATER RESERVE) 2010

PART 1 – INTRODUCTORY STATEMENTS

- 1. Citation
- 2. Empowering Provisions
- 3. Commencement
- 4. Purpose
- 5. Definitions

PART 2 – ENTITLEMENT

6. Environmental Entitlement

PART 3 – WATER RESOURCES

- 7. Available Water Resources
- 8. Carry Over of Water
- 9. Restrictions on Application of Water
- 10. Right to Use Return Flows

PART 4 – GENERAL CONDITIONS AND PROVISIONS

- 11. Operating Arrangements
- 12. Dispute Resolution

PART 5 – DEMONSTRATING COMPLIANCE

- 13. Metering Program
- 14. Reporting Requirements
- 15. Data

PART 6 - COST SHARING ARRANGEMENTS

- 16. Water Storage and Supply Costs
- 17. Resource Manager Costs
- 18. Water Savings Accounting Costs
- 19. Delivery Costs
- 20. Duty to Make Payments

The Minister, under the provisions of the Water Act 1989, makes the following Instrument – PART 1 – INTRODUCTORY STATEMENTS

1. Citation

This Instrument may be cited as the Environmental Entitlement (Goulburn System – Environmental Water Reserve) 2010.

2. Empowering Provisions

This Instrument is made under s 48B of the Water Act 1989.

3. Commencement

This Instrument comes into operation on the day it is published in the Government Gazette.

4. Purpose

The purpose of this Instrument is to grant an environmental entitlement to the Authority that will be used to provide water to support environment values in the Goulburn System, or another system, as achieved from modernisation works within the Goulburn component of the GMID.

5. Definitions

In this Instrument –

'Act' means the Water Act 1989;

'Authority' means the environment Minister;

'available water resources' has the meaning given to it in clause 7;

'Department' means the Department of Sustainability and Environment;

'distribution system' means channels, pipes and other works, and the natural or modified waterways and wetlands, which are used to transport water from the Goulburn System to primary entitlement holders;

'entitlement holder' means the holder of any type of entitlement to water in the Goulburn System granted under the Act;

'entitlement volume' has the meaning given to it in sub-clause 6.1;

'environment Minister' has the same meaning as in section 3 of the Act, and includes any delegate of the environment Minister under s 48PB of the Act;

'Environmental Water Reserve Objective' has the meaning given in section 4B of the Act;

'GMID' means the Goulburn Murray Irrigation District;

'Goulburn Basin' means the area of land designated as Basin Number 5 in the South East Coast Division of the Australian Water Resources Council's Australian Continental Drainage Divisions;

'Goulburn Basin Water Accounts' means an annual report, required by the Minister, on compliance by entitlement holders in the Goulburn Basin, with the terms of their bulk entitlements;

'Goulburn Entitlement Holder' means the holder of the Bulk Entitlement (Eildon – Goulburn Weir) Conversion Order 1995

'Goulburn headworks system' means:

- (a) the water supply works of Lake Eildon, Goulburn Weir, the Stuart Murray and Cattanach Canals and Waranga Basin; and
- (b) the waterway below Lake Eildon;

'Goulburn-Murray Water' means the Goulburn-Murray Rural Water Corporation;

'Goulburn System' means the Goulburn River and the water supply systems supplied by that river, with the exception of flows from the Silver and Wallaby Creeks;

'Minister' means the Minister administering the **Water Act 1989**, and in relation to a provision, includes any person authorised by the Minister to act on the Minister's behalf in relation to that provision, or to whom the Minister has delegated the relevant power, discretion, function, authority or duty under s 306 of the Act;

'modernisation water savings accounts' means the records established under Schedule 3 of the Bulk Entitlement (Eildon–Goulburn Weir) Conversion Order 1995 to recognise and set aside water savings achieved in this system;

'modernisation works' means the program of works and measures to modernise irrigation infrastructure in the Goulburn component of the GMID;

'nominated delivery point' means the location at which the Authority has placed an order for a volume of water to be supplied under this environmental entitlement;

'Northern Victoria Irrigation Renewal Project' means the modernisation works as planned and implemented by the Northern Victorian Irrigation Renewal Project entity (NVIRP);

'return point' means a location downstream of a nominated delivery point where water which was delivered under this environmental entitlement is subsequently returned to the waterway as a return flow;

'Resource Manager' means a person appointed by the Minister under s 43A of the Act to be the resource manager for the Goulburn Basin;

'spillable water' means any volume of water carried over by an entitlement holder from a previous year, plus the volume of water allocated to the relevant entitlement in the current year, that exceeds the relevant entitlement volume;

'Storage Manager' means a person appointed by the Minister under s122ZK of the Act to be the Storage Manager for the Goulburn System;

'Water Savings Protocol for the Quantification of Water Savings from Irrigation Modernisation Projects' means the protocol for the determination of water savings resulting from irrigation modernisation projects, issued by the Minister in July 2009 and as amended by the Minister from time to time;

'year' means the 12 months commencing 1 July.

PART 2 – ENTITLEMENT

6. ENVIRONMENTAL ENTITLEMENT

- 6.1 The Authority is allocated an environmental entitlement to the annual volume of water as specified:
 - (a) in relation to the period between the date of this Instrument and the completion of Stage 1 of the Northern Victoria Irrigation Renewal Project, is the volume of water that has been allocated to the environment from the modernisation water savings account under sub-clause 7(a) in the relevant year;
 - (b) in relation to any time after the period referred to in sub-clause 6.1(a), is the volume that is equivalent to one-third of the total volume of water saved in the Goulburn component of the GMID from Stage 1 of the Northern Victoria Irrigation Renewal Project with the characteristics of high-reliability and low-reliability water shares.
- 6.2 Water available under this Instrument is to be applied for the purpose of maintaining the environmental values in accordance with the environmental water reserve objective.

PART 3 –WATER RESOURCES

7. AVAILABLE WATER RESOURCES

Subject to clause 9, the water resources available in a given year for application by the Authority, under the terms and conditions set out in this Instrument, comprise:

- (a) the volume of water allocated to the Authority from the modernisation water savings accounts, where this volume of water is
 - (i) determined by the Goulburn Entitlement Holder at the beginning of that year and at other times during the course of that year as considered necessary by the Goulburn Entitlement Holder;
 - subject to independent audit in accordance with the Water Savings Protocol for the Quantification of Water Savings from Irrigation Modernisation Projects; plus
- (b) any water carried over by the Authority, from the previous year in accordance with clause 8; plus
- (c) any water credits granted by the Storage Manager in accordance with clause 10.

8. CARRY OVER OF WATER

The Authority, may carry over any of the available water resources, which have not been used by 30 June in that year, less either:

- (a) five per cent; or
- (b) such other amount as the Storage Manager may determine for all entitlement holders,

to account for evaporative losses in the Goulburn headworks system.

9. RESTRICTIONS ON APPLICATION OF WATER

- 9.1 Subject to sub-clauses 9.2 and 9.3, the Authority may apply the available water resources at any time.
- 9.2 The Authority may not use any of the spillable water of the Authority in any year until the Resource Manager declares that the risk of Eildon Dam spilling in that year has passed
- 9.3 If the Resource Manager declares that Eildon Dam has spilled in any year:
 - (a) if the volume of water spilled is greater than, or equal to, the sum of the spillable water for all entitlement holders, the spillable water of the Authority must be reduced to zero; or
 - (b) if the volume of water spilled is less than the sum of the spillable water of all entitlement holders, the spillable water of the Authority must be reduced by a volume of water that is calculated as follows:

the total volume of water spilled multiplied by the spillable water of the Authority divided by the sum of the spillable water of all entitlement holders.

- 9.4 The Resource Manager will:
 - (a) keep records of the available water resources as determined from time to time;
 - (b) keep records of the volume of water that can be applied during any period when subclause 9.2 applies; and
 - (c) advise the Authority:
 - (i) when the risk of Eildon Dam spilling has passed;
 - (ii) when Eildon Dam has commenced to spill;
 - (iii) when the available water resources have been reduced under sub-clause 9.3; and
 - (iv) of the volume by which the available water resources have been reduced.

10. RIGHT TO USE RETURN FLOWS

10.1 On application by the Authority, the Storage Manager may grant the Authority the right to re-use at a downstream location any water taken by the Authority, but subsequently returned to the Goulburn System or another system as set out in this clause.

- 10.2 The Storage Manager may only grant the right to re-use return flows if the calculation of the return flow volume, the location and the timing of the re-use and other matters are consistent with the rules set by the Minister from time to time.
- 10.3 The Storage Manager may only grant the right to re-use return flows if the Storage Manager is satisfied of the following:
 - (a) there is adequate rigour in the calculation and/or measurement of the return flow provided by the Authority; and
 - (b) the re-use is downstream of the return flow and within a reasonable time of the return flow.
- 10.4 On application by the Authority, the Storage Manager may grant the Authority a water credit for return flows if this is consistent with the rules set by the Minister from time to time, and if the Storage Manager is satisfied that it can re-regulate the return flows downstream, with no material impact on other entitlement holders in the Goulburn System or another system, during a regulated flow period.
- 10.5 If the Authority and the Storage Manager cannot reach agreement on the granting of water credits or the right to re-use return flows under this clause, either party may make a written request to the Minister to make a decision on the granting of water credits or the right to re-use return flows.

PART 4 – GENERAL CONDITIONS AND PROVISIONS

11. OPERATING ARRANGEMENTS

- 11.1 The Authority, together with the Storage Manager, must endeavour to agree on operating arrangements for the supply of water under this entitlement, where water will be supplied from the distribution system, within twelve months of the commencement of this Instrument.
- 11.2 The operating arrangements determined under sub-clause 11.1 must be consistent with the Environmental Water Reserve Objective and must include:
 - (a) arrangements for water delivery:
 - (i) during the irrigation season;
 - (ii) outside the irrigation season; and
 - (iii) during periods of rationing caused by channel capacity constraints; and
 - (b) arrangements for reporting under clause 14;
 - (c) arrangements for accounting of water credits under clause 10; and
 - (d) consideration of the water quality risks associated with any planned return flows under this environmental entitlement.
- 11.3 The Authority must seek agreement annually with the Storage Manager on any specific delivery arrangements required or any changes to the agreed operating arrangements, including the timing and location for the supply of water under this environmental entitlement during the year.
- 11.4 If the Authority and the Storage Manager have not reached agreement under sub-clause 11.1 within twelve months of the commencement of this Instrument, either party may give written notice to the other that a dispute has arisen for the purposes of clause 12.

12. DISPUTE RESOLUTION

- 12.1 If a difference or dispute arises between the Authority, the Storage Manager or the Resource Manager, or any of them, concerning the interpretation or application of this Instrument, a party may give written notice to another party requiring the matter to be determined by an independent expert.
- 12.2 The notice requiring that the matter be determined by independent expert may be given no sooner than 14 days after the matter has arisen. The independent expert may only commence to determine the matter a further 14 days after the giving of that notice.

- 12.3 The independent expert will be either
 - (a) a person agreed to by the parties to the difference or dispute; or
 - (b) if the parties cannot agree, a person nominated by the President of the Institute of Arbitrators and Mediators, Australia.
- 12.4 The independent expert must reach a conclusion on the matter within 30 days of it being referred, but has power to extend the period for reaching a conclusion on the matter by a further 30 days.
- 12.5 The independent expert must send a copy of the conclusion and its supporting reasons to each party to the difference or dispute.
- 12.6 In any difference or dispute to which the Minister is a party
 - (a) the independent expert must express the conclusion as a recommendation; and
 - (b) the Minister must consider any recommendation made under sub-clause 12.6(a) before deciding whether there are grounds for issuing a notice of contravention under s 47 A of the Act.
- 12.7 In any difference or dispute to which the Minister is not a party, any conclusion by an independent expert is final and binding on the parties.
- 12.8 The Authority may request the Minister to determine the apportionment of the costs of and incidental to every reference, including the costs of the independent expert.

PART 5 – DEMONSTRATING COMPLIANCE

13. METERING PROGRAM

- 13.1 The Authority, in agreement with the Storage Manager, must propose to the Minister within 12 months of the commencement of this Instrument a metering program, which includes any new metering sites required to provide adequate monitoring that are not already included in an existing metering program, to demonstrate compliance with this environmental entitlement with respect to all water taken by the Authority under this environmental entitlement and in order to meet the reporting requirements specified in clause 14.
- 13.2 The Minister may:
 - (a) approve the program proposed under sub-clause 13.1; or
 - (b) require the Authority to amend the proposed program.
- 13.3 The Minister may at any subsequent time, require the Authority
 - (a) to review the program approved by the Minister under sub-clause 13.2(a) if, in the Minister's opinion, it is, no longer appropriate; and
 - (b) to propose an amended program to the Minister for approval.
- 13.4 For those metering sites in the program approved under sub-clause 13.2(a) that are not included in any other authority's metering program, the Authority must, at its cost, and in accordance with any guidelines issued from time to time by the Minister:
 - (a) implement and maintain the approved metering program; and
 - (b) maintain metering equipment and associated measurement structures in good condition; and
 - (c) ensure that metering equipment is periodically re-calibrated; and
 - (d) if rating curves are used to calculate flows, ensure that the curves are regularly checked and, if necessary, revised; and
 - (e) keep a record of all work undertaken under paragraphs (a), (b), (c) and (d).
- 13.5 The Authority must ensure that there is appropriate metering at nominated delivery points and return points (where applicable) to allow the volume of water that the Authority takes under this environmental entitlement to be quantified in order to ensure no adverse impacts on other entitlement holders.

14. REPORTING REQUIREMENTS

- 14.1 The Minister may require the Authority to report on all or any of the following -
 - (a) daily and annual flows at the nominated delivery points;
 - (b) any temporary transfer of the whole or part of a water allocation available under this environmental entitlement;
 - (c) any amendment to this environmental entitlement;
 - (d) compliance with this environmental entitlement;
 - (e) any failures by the Authority to comply with any provision of this environmental entitlement; and
 - (f) any difficulties experienced or anticipated by the Authority in complying with this environmental entitlement and any remedial action taken or proposed.
- 14.2 The Minister may require the Authority to report on all or any of the matters listed in subclause 14.1 –
 - (a) in writing, or in such electronic form as may be agreed between the Authority and the Minister; and
 - (b) within 14 days of receiving the Minister's written request, or such longer period of time as the Minister may determine.

15. DATA

- 15.1 The Minister will endeavour to ensure that all hydrological and other data required by the Authority to comply with this environmental entitlement are made available to the Authority.
- 15.2 The Authority must make available to any person data collected by or on behalf of the Authority for the purpose of clause 14, subject to the person paying any fair and reasonable access fee imposed by the Authority to cover the costs of making the data available to that person.

PART 6 – COST SHARING ARRANGEMENTS

16. WATER STORAGE AND SUPPLY COSTS

- 16.1 Subject to sub-clauses 16.2 and 16.3, the Authority does not have to make any payment for water storage and supply costs relating to this environmental entitlement.
- 16.2 The Minister may, after reviewing the arrangements in sub-clauses 16.1 in consultation with the Authority and other entitlement holders, approve alternative arrangements, under which the Authority makes a direct contribution towards water supply and storage costs relating to this environmental entitlement, in whatever circumstances or with whatever limits that the Minister may decide.
- 16.3 The Authority must pay any contribution towards water storage and supply costs arising from alternative arrangements approved by the Minister under sub-clause 16.2, to the Storage Manager or to such other person as is determined by the Minister.

17. RESOURCE MANAGER COSTS

- 17.1 Depending on the outcome of a review under sub-clause 17.3, the Authority may be required to pay to the Resource Manager a fair and reasonable proportion of the costs incurred by the Resource Manager to
 - (a) prepare the Goulburn Basin Water Accounts;
 - (b) report on whether entitlement holders in the Goulburn Basin comply with the conditions of their bulk entitlements and environmental entitlements;
 - (c) report on disputes between entitlement holders in the Goulburn Basin;
 - (d) report on significant unauthorised uses of water in the Goulburn Basin;

- (e) co-ordinate the process for application and implementation of the qualification of any rights to water made by the Minister during periods of declared water shortage under s 33AAA of the Act.
- 17.2 Subject to sub-clause 17.3, the proportion of costs referred to in sub-clause 17.1 is to be:
 - (a) equal to the proportion that Authority's environmental entitlement is of the total volume of entitlements; or
 - (b) derived from such alternative basis as may be agreed in writing by the Minister, after consultation with the Resource Manager and entitlement holders.
- 17.3 The Minister may, after reviewing, in consultation with the Authority and other entitlement holders, the desirability of a contribution being made by the Authority towards the costs of the Resource Manager, approve an arrangement under which the Authority must make such a contribution in accordance with sub-clause 17.1.

18. WATER SAVINGS ACCOUNTING COSTS

The Authority must pay Goulburn–Murray Water a fair and reasonable proportion of the costs associated with managing the modernisation water savings accounts.

19. DELIVERY COSTS

- 19.1 The Authority must pay Goulburn–Murray Water a fair and reasonable proportion of the costs associated with delivering water from the distribution system under this environmental entitlement as follows, unless agreed otherwise:
 - (a) Where the Authority holds delivery shares, it will be required to pay the same charges as other delivery share holders;
 - (b) Where the Authority does not hold delivery shares, if the Authority requires:
 - (i) access to water as a 'casual user', the Authority must pay the Storage Manager casual use charges for the share of the delivery capacity it requires; or
 - (ii) 'interruptible' access to any available spare capacity within the distribution system, allowing access only after casual users' needs have been met, the Authority must pay the Storage Manager the out of pocket expenses incurred by the Storage Manager in supplying the service; and
 - (c) Where natural waterways are used as part of the distribution system to deliver water under this environmental entitlement, there will be no delivery charge to the Authority.
- 19.2 In natural waterways outside of the distribution system, the Authority will have access to a reasonable share of the natural waterway capacity at no charge.

20. DUTY TO MAKE PAYMENTS

The Authority has a duty to make its payments for clauses 16, 17, 18 and 19 directly to the Resource Manager and the Storage Manager.

Dated 14 January 2010

TIM HOLDING MP Minister for Water

Water Act 1989

ENVIRONMENTAL ENTITLEMENT (RIVER MURRAY – ENVIRONMENTAL WATER RESERVE) 2010

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The Minister, under the provisions of the Water Act 1989, makes the following Instrument – PART 1 – INTRODUCTORY STATEMENTS

1. CITATION

This Instrument may be cited as the Environmental Entitlement (River Murray – Environmental Water Reserve) 2010.

2. EMPOWERING PROVISIONS

This Instrument is made under s 48B of the Water Act 1989.

3. COMMENCEMENT

This Instrument comes into operation on the day it is published in the Government Gazette.

4. PURPOSE

The purpose of this Instrument is to grant an environmental entitlement to the Authority that will be used to provide increased environmental flows to the River Murray, or another system, as achieved from modernisation works within the Murray component of the GMID.

5. **DEFINITIONS**

In this Instrument –

'Act' means the Water Act 1989;

'Agreement' means the Murray–Darling Basin Agreement as contained in Schedule 1 of the **Murray–Darling Basin Act 1993**;

'Authority' means the environment Minister;

'available water resources' has the meaning given to it in clause 7;

'Department' means the Department of Sustainability and Environment;

'distribution system' means channels, pipes and other works, and the natural or modified waterways and wetlands, which are used to transport water from the River Murray to primary entitlement holders;

'entitlement holder' means the holder of any type of entitlement to take water from the River Murray granted under the Act;

'entitlement volume' has the meaning given to it in sub-clause 6.1;

'environment Minister' has the same meaning as in section 3 of the Act, and includes any delegate of the environment Minister under s 48PB of the Act;

'Environmental Water Reserve Objective' has the meaning given in section 4B of the Act;

'GMID' means the Goulburn Murray Irrigation District;

'Goulburn-Murray Water' means the Goulburn-Murray Rural Water Corporation;

'MDBA' means the Murray Darling Basin Authority;

'Minister' means the Minister administering the **Water Act 1989**, and in relation to a provision, includes any person authorised by the Minister to act on the Minister's behalf in relation to that provision, or to whom the Minister has delegated the relevant power, discretion, function, authority or duty under s 306 of the Act;

'modernisation water savings accounts' means the records established under Schedule 5 of the Bulk Entitlement (River Murray – Goulburn–Murray Water) Conversion Order 1999 to recognise and set aside water savings achieved in this system;

'modernisation works' means the program of works and measures to modernise irrigation infrastructure in the Murray component of the GMID;

'nominated delivery point' means the location at which the Authority has placed an order for a volume of water to be supplied under this environmental entitlement;

'Northern Victoria Irrigation Renewal Project' means the modernisation works as planned and implemented by the Northern Victorian Irrigation Renewal Project entity (NVIRP);

'return point' means a location downstream of a nominated delivery point where water which was delivered under this environmental entitlement is subsequently returned to the waterway as a return flow;

'River Murray' means the River Murray to which Victoria has access and which carries regulated water under the Agreement; consisting of:

- (a) the main course of the River Murray from Hume Dam to the South Australian border;
- (b) the main course of the Mitta Mitta River below Dartmouth Dam;
- (c) all effluents and anabranches of, or lakes or lagoons (including King's Billabong) connected to, these main courses, other than those excluded by the MDBA;
- (d) the storages formed by Hume Dam and Dartmouth Dam and by weirs upstream of the South Australian border;

'River Murray Entitlement Holder' means a person holding a bulk entitlement under the Act to take water from the River Murray;

'River Murray (GMW) Entitlement Holder' means the holder of the Bulk Entitlement (River Murray – Goulburn-Murray Water) Conversion Order 1999;

'River Murray Resource Manager' means any person appointed by the Minister under s 43A of the Act to be the resource manager for the River Murray;

'spillable water' means any volume of water carried over by an entitlement holder from a previous year, plus the volume of water allocated to the relevant entitlement in the current year, that exceeds the relevant entitlement volume;

'Victoria's River Murray water accounts' means the annual report, required by the Minister, on compliance by River Murray entitlement holders with the terms of their bulk entitlements;

'Water Savings Protocol for the Quantification of Water Savings from Irrigation Modernisation Projects' means the protocol for the determination of water savings resulting from irrigation modernisation projects, issued by the Minister in July 2009 and as amended by the Minister from time to time;

'year' means the 12 months commencing 1 July.

PART 2 – ENTITLEMENT

6. ENVIRONMENTAL ENTITLEMENT

- 6.1 The Authority is allocated an environmental entitlement to the annual volume of water as specified:
 - (a) in relation to the period between the date of this Instrument and the completion of Stage 1 of the Northern Victoria Irrigation Renewal Project, is the volume of water that has been allocated to the environment from the modernisation water savings account under sub-clause 7(a) in the relevant year;
 - (b) in relation to any time after the period referred to in sub-clause 6.1(a), is the volume that is equivalent to one-third of the total volume of water saved in the Murray component of the GMID from Stage 1 of the Northern Victoria Irrigation Renewal Project with the characteristics of high-reliability and low-reliability water shares.
- 6.2 Water available under this Instrument is to be applied for the purpose of maintaining the environmental values in accordance with the environmental water reserve objective.

PART 3 –WATER RESOURCES

7. AVAILABLE WATER RESOURCES

Subject to clause 9, the water resources available in a given year for application by the Authority, under the terms and conditions set out in this Instrument, comprise:

- (a) the volume of water allocated to the Authority from the modernisation water savings accounts, where this volume of water is
 - (i) determined by the River Murray (GMW) Entitlement Holder at the beginning of that year and at other times during the course of that year as considered necessary by the River Murray (GMW) Entitlement Holder;
 - subject to independent audit in accordance with the Water Savings Protocol for the Quantification of Water Savings from Irrigation Modernisation Projects; plus
- (b) any water carried over by the Authority from the previous year in accordance with clause 8; plus
- (c) any water credits granted by the River Murray (GMW) Entitlement Holder in accordance with clause 10.

8. CARRY OVER OF WATER

The Authority may carry over any of the available water resources which have not been used by 30 June in that year, less either:

- (a) five per cent; or
- (b) such other amount as the River Murray Resource Manager may determine for all entitlement holders,

to account for the evaporative losses in Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam.

9. RESTRICTIONS ON APPLICATION OF WATER

- 9.1 Subject to sub-clauses 9.2 and 9.3, the Authority may apply the available water resources at any time.
- 9.2 The Authority may not use any of the spillable water of the Authority in any year until the River Murray Resource Manager declares that the risk of Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam spilling in that year has passed.
- 9.3 River Murray Resource Manager declares that Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam has spilled in any year:
 - (a) if the volume of water spilled is greater than, or equal to, the sum of the spillable water for all entitlement holders, the spillable water of the Authority must be reduced to zero; or
 - (b) if the volume of water spilled is less than the sum of the spillable water of all entitlement holders, the spillable water of the Authority must be reduced by a volume of water that is calculated as follows:

the total volume of water spilled multiplied by the spillable water of the Authority divided by the sum of the spillable water of all entitlement holders.

- 9.4 The River Murray Resource Manager will:
 - (a) keep records of the available water resources as determined from time to time;
 - (b) keep records of the volume of water that can be applied during any period when subclause 9.2 applies; and
 - (c) advise the Authority:
 - (i) when the risk of Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam spilling has passed;

- (ii) when Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam has commenced spilling;
- (iii) when the available water resources have been reduced under sub-clause 9.3; and
- (iv) of the volume by which the available water resources have been reduced.

10. RIGHT TO USE RETURN FLOWS

- 10.1 On application by the Authority, the River Murray (GMW) Entitlement Holder may grant the Authority the right to re-use at a downstream location any water taken by the Authority, but subsequently returned to the River Murray or another system as set out in this clause.
- 10.2 The River Murray (GMW) Entitlement Holder may only grant the right to re-use return flows if the calculation of the return flow volume, the location and the timing of the re-use and other matters are consistent with the rules set by the Minister from time to time.
- 10.3 The River Murray (GMW) Entitlement Holder may only grant the right to re-use return flows if the River Murray (GMW) Entitlement Holder is satisfied of the following:
 - (a) there is adequate rigour in the calculation and/or measurement of the return flow provided by the Authority; and
 - (b) the re-use is downstream of the return flow and within a reasonable time of the return flow.
- 10.4 On application by the Authority, the River Murray (GMW) Entitlement Holder may grant the Authority a water credit for return flows if this is consistent with the rules set by the Minister from time to time, and if the River Murray (GMW) Entitlement Holder is satisfied that it can re-regulate the return flows downstream, with no material impact on other entitlement holders in the River Murray or another system, during a regulated flow period.
- 10.5 If the Authority and the River Murray (GMW) Entitlement Holder cannot reach agreement on the granting of water credits or the right to re-use return flows under this clause, either party may make a written request to the Minister to make a decision on the granting of water credits or the right to re-use return flows.

PART 4 – GENERAL CONDITIONS AND PROVISIONS

11. OPERATING ARRANGEMENTS

- 11.1 The Authority, together with the River Murray (GMW) Entitlement Holder, must endeavour to agree on operating arrangements for the supply of water under this entitlement, where water will be supplied from the distribution system, within twelve months of the commencement of this Instrument.
- 11.2 The operating arrangements determined under sub-clause 11.1 must be consistent with the Environmental Water Reserve Objective and must include:
 - (a) arrangements for water delivery:
 - (i) during the irrigation season;
 - (ii) outside the irrigation season; and
 - (iii) during periods of rationing caused by channel capacity constraints; and
 - (b) arrangements for reporting under clause 14;
 - (c) arrangements for accounting of water credits under clause 10; and
 - (d) consideration of the water quality risks associated with any planned return flows under this environmental entitlement.
- 11.3 The Authority must seek agreement annually with the River Murray (GMW) Entitlement Holder on any specific delivery arrangements required or any changes to the agreed operating arrangements, including the timing and location for the supply of water under this environmental entitlement during the year.

11.4 If the Authority and the River Murray (GMW) Entitlement Holder have not reached agreement under sub-clause 11.1 within twelve months of the commencement of this Instrument, either party may give written notice to the other that a dispute has arisen for the purposes of clause 12.

12. DISPUTE RESOLUTION

- 12.1 If a difference or dispute arises between the Authority, the River Murray (GMW) Entitlement Holder, or the River Murray Resource Manager, or any of them, concerning the interpretation or application of this Instrument, a party may give written notice to another party requiring the matter to be determined by an independent expert.
- 12.2 The notice requiring that the matter be determined by independent expert may be given no sooner than 14 days after the matter has arisen. The independent expert may only commence to determine the matter a further 14 days after the giving of that notice.
- 12.3 The independent expert will be either
 - (a) a person agreed to by the parties to the difference or dispute; or
 - (b) if the parties cannot agree, a person nominated by the President of the Institute of Arbitrators and Mediators, Australia.
- 12.4 The independent expert must reach a conclusion on the matter within 30 days of it being referred, but has power to extend the period for reaching a conclusion on the matter by a further 30 days.
- 12.5 The independent expert must send a copy of the conclusion and its supporting reasons to each party to the difference or dispute.
- 12.6 In any difference or dispute to which the Minister is a party
 - (a) the independent expert must express the conclusion as a recommendation; and
 - (b) the Minister must consider any recommendation made under sub-clause 12.6(a) before deciding whether there are grounds for issuing a notice of contravention under s 47A of the Act.
- 12.7 In any difference or dispute to which the Minister is not a party, any conclusion by an independent expert is final and binding on the parties.
- 12.8 The Authority may request the Minister to determine the apportionment of the costs of and incidental to every reference, including the costs of the independent expert.

PART 5 – DEMONSTRATING COMPLIANCE

13. METERING PROGRAM

- 13.1 The Authority, in agreement with the River Murray (GMW) Entitlement Holder, must propose to the Minister within 12 months of the commencement of this Instrument a metering program, which includes any new metering sites required to provide adequate monitoring that are not already included in an existing metering program, to demonstrate compliance with this environmental entitlement with respect to all water taken by the Authority under this environmental entitlement and in order to meet the reporting requirements specified in clause 14.
- 13.2 The Minister may:
 - (a) approve the program proposed under sub-clause 13.1; or
 - (b) require the Authority to amend the proposed program.
- 13.3 The Minister may at any subsequent time, require the Authority
 - (a) to review the program approved by the Minister under sub-clause 13.2(a) if, in the Minister's opinion, it is no longer appropriate; and
 - (b) to propose an amended program to the Minister for approval.
- 13.4 For those metering sites in the program approved under sub-clause 13.2(a) that are not included in any other authority's metering program, the Authority must, at its cost, and in accordance with any guidelines issued from time to time by the Minister:

- (a) implement and maintain the approved metering program; and
- (b) maintain metering equipment and associated measurement structures in good condition; and
- (c) ensure that metering equipment is periodically re-calibrated; and
- (d) if rating curves are used to calculate flows, ensure that the curves are regularly checked and, if necessary, revised; and
- (e) keep a record of all work undertaken under paragraphs (a), (b), (c) and (d).
- 13.5 The Authority must ensure that there is appropriate metering at nominated delivery points and return points (where applicable) to allow the volume of water that the Authority takes under this environmental entitlement to be quantified in order to ensure no adverse impacts on other entitlement holders.

14. **REPORTING REQUIREMENTS**

- 14.1 The Minister may require the Authority to report on all or any of the following
 - (a) daily and annual flows at the nominated delivery points;
 - (b) any temporary transfer of the whole or part of a water allocation available under this environmental entitlement;
 - (c) any amendment to this environmental entitlement;
 - (d) compliance with this environmental entitlement;
 - (e) any failures by the Authority to comply with any provision of this environmental entitlement; and
 - (f) any difficulties experienced or anticipated by the Authority in complying with this environmental entitlement and any remedial action taken or proposed.
- 14.2 The Minister may require the Authority to report on all or any of the matters listed in subclause 14.1 –
 - (a) in writing, or in such electronic form as may be agreed between the Authority and the Minister; and
 - (b) within 14 days of receiving the Minister's written request, or such longer period of time as the Minister may determine.

15. DATA

- 15.1 The Minister will endeavour to ensure that all hydrological and other data required by the Authority to comply with this environmental entitlement are made available to the Authority.
- 15.2 The Authority must make available to any person data collected by or on behalf of the Authority for the purpose of clause 13.1, subject to the person paying any fair and reasonable access fee imposed by the Authority to cover the costs of making the data available to that person.

PART 6 - COST SHARING ARRANGEMENTS

16. WATER STORAGE AND SUPPLY COSTS

- 16.1 Subject to sub-clauses 16.2 and 16.3, the Authority does not have to make any payment for water storage and supply costs relating to this environmental entitlement.
- 16.2 The Minister may, after reviewing the arrangements in sub-clauses 16.1 in consultation with the Authority and other entitlement holders, approve alternative arrangements, under which the Authority makes a direct contribution towards water supply and storage costs relating to this environmental entitlement, in whatever circumstances or with whatever limits that the Minister may decide.
- 16.3 The Authority must pay any contribution towards water storage and supply costs arising from alternative arrangements approved by the Minister under sub-clause 16.2, to the River Murray (GMW) Entitlement Holder or to such other person as is determined by the Minister.

17. RESOURCE MANAGER COSTS

- 17.1 Depending on the outcome of a review under sub-clause 17.3, the Authority may be required to pay to the River Murray Resource Manager a fair and reasonable proportion of the costs incurred by the River Murray Resource Manager to
 - (a) prepare Victoria's River Murray water accounts;
 - (b) report on whether entitlement holders in the River Murray Basin comply with the conditions of their bulk entitlements and/or environmental entitlements;
 - (c) report on disputes between entitlement holders in the River Murray Basin;
 - (d) report on significant unauthorised uses of water in the River Murray Basin;
 - (e) co-ordinate the process for application and implementation of the qualification of any rights to water made by the Minister during periods of declared water shortage under s 33AAA of the Act.
- 17.2 Subject to sub-clause 17.3, the proportion of costs referred to in sub-clause 17.1 is to be:
 - (a) equal to the proportion that Authority's environmental entitlement is of the total volume of entitlements; or
 - (b) derived from such alternative basis as may be agreed in writing by the Minister, after consultation with the River Murray Resource Manager and entitlement holders.
- 17.3 The Minister may, after reviewing, in consultation with the Authority and other entitlement holders, the desirability of a contribution being made by the Authority towards the costs of the River Murray Resource Manager, approve an arrangement under which the Authority must make such a contribution in accordance with sub-clause 17.1.

18. WATER SAVINGS ACCOUNTING COSTS

The Authority must pay Goulburn–Murray Water a fair and reasonable proportion of the costs associated with managing the modernisation water savings accounts.

19. DELIVERY COSTS

- 19.1 The Authority must pay the River Murray (GMW) Entitlement Holder a fair and reasonable proportion of the costs associated with delivering water from the distribution system under this environmental entitlement as follows, unless agreed otherwise:
 - (a) Where the Authority holds delivery shares, it will be required to pay the same charges as other delivery share holders;
 - (b) Where the Authority does not hold delivery shares, if the Authority requires:
 - (i) access to water as a 'casual user', the Authority must pay the River Murray (GMW) Entitlement Holder casual use charges for the share of the delivery capacity it requires; or
 - (ii) 'interruptible' access to any available spare capacity within the distribution system, allowing access only after casual users' needs have been met, the Authority must pay the River Murray (GMW) Entitlement Holder the out of pocket expenses incurred by the Storage Manager in supplying the service; and
 - (c) Where natural waterways are used as part of the distribution system to deliver water under this environmental entitlement, there will be no delivery charge to the Authority.
- 19.2 In natural waterways outside of the distribution system, the Authority will have access to a reasonable share of the natural waterway capacity at no charge.

20. DUTY TO MAKE PAYMENTS

The Authority has a duty to make its payments for clauses 16, 17, 18 and 19 directly to Resource Manager and the River Murray (GMW) Entitlement Holder.

Dated 14 January 2010

TIM HOLDING MP Minister for Water

Water Act 1989

BULK ENTITLEMENT (RIVER MURRAY – YARRA VALLEY WATER LIMITED) ORDER 2010

PART 1 – INTRODUCTORY STATEMENTS

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PART 2 – ENTITLEMENT

- 6. Granting of a Bulk Entitlement
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PART 6 – COST SHARING ARRANGEMENTS

- 16. Resource Manager Costs
- 17. Water Storage Costs
- 18. Duty to Make Payments

SCHEDULE 1 – SHARE OF RESOURCES

The Minister, under the provisions of the Water Act 1989, makes the following Order – PART 1 – INTRODUCTORY STATEMENTS

1. Citation

This Order may be cited as the Bulk Entitlement (River Murray – Yarra Valley Water Limited) Order 2010.

2. Empowering Provisions

This Order is made under s 43 of the Water Act 1989.

3. Commencement

This Order comes into operation on the day it is published in the Government Gazette.

4. Purpose

The purpose of this Order is to grant a bulk entitlement to Yarra Valley Water Limited that will be used to provide water for consumptive purposes from the River Murray, as achieved from modernisation works in the Murray component of the GMID, where this water may be transferred to the Goulburn System and transported to the Melbourne supply system via the Sugarloaf Pipeline.

5. Definitions

In this Order -

'Act' means the Water Act 1989;

'Agreement' means the Murray–Darling Basin Agreement as contained in Schedule 1 of the **Murray–Darling Basin Act 1993**;

'Authority' means Yarra Valley Water Limited, ABN 93 006 902 501;

'available water resources' has the meaning given to it in clause 8;

'City West Water' means City West Water Limited, ABN 70 066 902 467;

'Department' means the Department of Sustainability and Environment;

'entitlement holder' means the holder of any type of entitlement to take water from the River Murray granted under the Act;

'entitlement volume' has the meaning given to it in sub-clause 7.3;

'GMID' means the Goulburn Murray Irrigation District;

'Goulburn Murray Water' means the Goulburn-Murray Rural Water Corporation;

'Goulburn System' means the Goulburn River and the water supply systems supplied by that river, with the exception of flows from the Silver and Wallaby Creeks;

'MDBA' means the Murray-Darling Basin Authority;

'Melbourne bulk transfer system' means the system of transfer pipes and balancing storages that transports water from the Melbourne headworks system to the Melbourne retail authorities' supply points;

'Melbourne Bulk Transfer System Operator' means Melbourne Water in respect of its role to operate and maintain the Melbourne bulk transfer system in accordance with s171B of the Act;

'Melbourne headworks system' means Thomson, Upper Yarra, Maroondah, O'Shannassy, Sugarloaf, Silvan, Cardinia, Toorourrong, Yan Yean, Greenvale and Tarago Reservoirs and the associated weirs, tunnels, transfer conduits, treatment plants and associated water supply works owned by Melbourne Water;

'Melbourne retail authorities' means any or all of -

- (a) Yarra Valley Water;
- (b) South East Water; and
- (c) City West Water;

'Melbourne Storage Manager' means Melbourne Water acting in respect of its role to manage storages for the Melbourne headworks system in accordance with s171B of the Act;

'Melbourne supply system' means the waterways, headworks and bulk transfer system works which supply water to the Melbourne retail authorities and includes water harvested for Melbourne from the Yarra, Thomson, Goulburn and Bunyip River Basins;

'Melbourne Water' means Melbourne Water Corporation;

'Minister' means the Minister administering the **Water Act 1989** and, in relation to any provision, includes any person authorised by the Minister to act on the Minister's behalf in relation to that provision, or to whom the Minister has delegated the relevant power, discretion, function, authority or duty under s 306 of the Act;

'ML' means megalitre(s);

'modernisation water savings accounts' means the records established under Schedule 5 of the Bulk Entitlement (River Murray – Goulburn-Murray Water) Conversion Order 1999 to recognise and set aside water savings achieved in this system;

'modernisation works' means the program of works and measures to modernise irrigation infrastructure in the Murray component of the GMID;

'Northern Victoria Irrigation Renewal Project' means the modernisation works as planned and implemented by the Northern Victorian Irrigation Renewal Project entity;

'River Murray' means the River Murray to which Victoria has access and which carries regulated water under the Agreement; consisting of:

- (a) the main course of the River Murray from Hume Dam to the South Australian border;
- (b) the main course of the Mitta Mitta River below Dartmouth Dam;
- (c) all effluents and anabranches of, or lakes or lagoons (including King's Billabong) connected to, these main courses, other than those excluded by the MDBA;
- (d) the storages formed by Hume Dam and Dartmouth Dam and by weirs upstream of the South Australian border;

'River Murray (GMW) Entitlement Holder' means the holder of the Bulk Entitlement (River Murray – Goulburn-Murray Water) Conversion Order 1999;

'River Murray Resource Manager' means any person appointed by the Minister under s 43A of the Act to be the resource manager for the River Murray;

'South East Water' means South East Water Limited, ABN 89 066 902 547;

'specified off-take point' means the pump station near Killingworth Road, Yea;

'spillable water' means any volume of water carried over by an entitlement holder from a previous year, plus the volume of water allocated to the relevant entitlement in the current year, that exceeds the relevant entitlement volume;

'Sugarloaf Pipeline' means the water transmission pipeline between the specified off-take point in the Goulburn System and the Sugarloaf Reservoir;

'Trading Rules for Declared Water Systems' means the rules specified in the Order 'Trading Rules for Regulated Water Systems in Northern Victoria', which was gazetted on 28 June 2007, and all subsequent amendments, and as published on the Victorian Water Register;

'Victoria's River Murray water accounts' means the annual report, required by the Minister, on compliance by River Murray entitlement holders with the terms of their bulk entitlements;

'Water Savings Protocol for the Quantification of Water Savings from Irrigation Modernisation Projects' means the protocol for the determination of water savings resulting from irrigation modernisation projects, issued by the Minister in July 2009 and as amended by the Minister from time to time;

'Yarra Valley Water' means Yarra Valley Water Limited, ABN 93 066 902 501; and **'year'** means the 12 months from 1 July.

PART 2 – ENTITLEMENT

6. GRANTING OF A BULK ENTITLEMENT

The Authority's entitlement to water from the River Murray is granted to the Authority on the conditions set out in this Order. This granting provision must be read together with the granting provision in both of the bulk entitlements referred to in sub-clause 7.3 below, such that together the three granting provisions encompass all of the water that is available from the River Murray for the Melbourne supply system.

7. BULK ENTITLEMENT

- 7.1 The provisions of this bulk entitlement must be read together with those of the two bulk entitlements referred to in sub-clause 7.3 below such that together the three bulk entitlements may take the volumes of water as determined under Part 3.
- 7.2 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, is entitled to a volume of water that:
 - (a) in relation to the period between the date of this Order and the completion of Stage 1 of the Northern Victoria Irrigation Renewal Project, is the volume of water that has been allocated to Melbourne from the modernisation water savings account under sub-clause 8(a) in the relevant year;
 - (b) in relation to any time after the period referred to in sub-clause 7.2(a), is the volume that is equivalent to one-third of the total volume of water saved in the Murray component of the GMID from Stage 1 of the Northern Victoria Irrigation Renewal Project with the characteristics of high-reliability and low-reliability water shares.
- 7.3 The Authority's share, together with water allocated under the
 - (a) Bulk Entitlement (River Murray South East Water Limited) Order 2010; and
 - (b) Bulk Entitlement (River Murray City West Water Limited) Order 2010,

as described in Schedule 1, make up 100% of the water allocated to Melbourne retail authorities from the River Murray.

PART 3 – WATER RESOURCES

8. AVAILABLE WATER RESOURCES

Subject to clause 10, the water resources available in a given year for use by the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, under the terms and conditions set out in this bulk entitlement, comprise:

- (a) the volume of water allocated to Melbourne from the modernisation water savings account, where this volume of water is
 - (i) determined by the River Murray (GMW) Entitlement Holder at the beginning of that year and at other times during the course of that year as considered necessary by the River Murray (GMW) Entitlement Holder,
 - subject to independent audit in accordance with the Water Savings Protocol for the Quantification of Water Savings from Irrigation Modernisation Projects; plus
- (b) any water carried over by the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, from the previous year in accordance with clause 9.

9. CARRY OVER OF WATER

- 9.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, may carry over any of the available water resources which have not been used by 30 June in that year, less either:
 - (a) five per cent; or
 - (b) such other amount as the River Murray Resource Manager may determine for all entitlement holders,

to account for the evaporative losses in Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam.

10. RESTRICTIONS ON USE OF WATER

- 10.1 Subject to sub-clauses 10.2 and 10.3, the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, may use the available water resources at any time.
- 10.2 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, may not use any of the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, in any year until the River Murray Resource Manager declares that the risk of Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam spilling in that year has passed.
- 10.3 If the River Murray Resource Manager declares that Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam has spilled in any year:
 - (a) if the volume of water spilled is greater than, or equal to, the sum of the spillable water for all entitlement holders, the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, must be reduced to zero; or
 - (b) if the volume of water spilled is less than the sum of the spillable water of all entitlement holders, the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, must be reduced by a volume of water that is calculated as follows:

the total volume of water spilled multiplied by the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, divided by the sum of the spillable water of all entitlement holders.

- 10.4 The River Murray Resource Manager will:
 - (a) keep records of the available water resources as determined from time to time;
 - (b) keep records of the volume of water that can be used during any period when subclause 10.2 applies; and
 - (c) advise the Authority, together with the holders of the bulk entitlement listed in subclause 7.3, and the Melbourne Storage Manager:
 - (i) when the risk of Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam spilling has passed;
 - (ii) when Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam has commenced spilling;
 - (iii) when the available water resources have been reduced under sub-clause 10.3; and
 - (iv) of the volume by which the available water resources have been reduced.

PART 4 – GENERAL CONDITIONS AND PROVISIONS

11. MANAGEMENT ARRANGEMENTS

- 11.1 The Authority, together with the holders of bulk entitlements listed in sub-clause 7.3, must, within three months of the commencement of this Order, review and if necessary amend the current agreed arrangements for the collaborative management of the Melbourne retail authorities' bulk entitlements to ensure the collaborative management of this bulk entitlement between themselves and
 - (a) the Melbourne Storage Manager; and
 - (b) the Melbourne Bulk Transfer System Operator.

12. TRANSFER OF ENTITLEMENT AND ADJUSTMENT OF SCHEDULES

- 12.1 Subject to s 46 of the Act and sub-clause 12.2 of this Order, and with the agreement of the holders of bulk entitlements listed in sub-clause 7.3, this bulk entitlement may be transferred
 - (a) temporarily or permanently;
 - (b) in whole or in part;
 - (c) for any purpose, including an in-stream use of water.
- 12.2 The Minister may, on the application of the Authority together with the holders of bulk entitlements listed in sub-clause 7.3, at any time, alter any provision of this Order to reflect transfer of this or any other bulk entitlement by the Authority together with the holders of bulk entitlements listed in sub-clause 7.3.
- 12.3 An application under sub-clause 12.2 must set out
 - (a) the objectives of, and reasons for, the proposed amendment;
 - (b) the results of an assessment of the likely effect of that amendment on both the security of primary entitlements and the environment, if any.
- 12.4 The Minister may –

(c)

- (a) approve part or all of any application under sub-clause 12.2; or
- (b) require the Authority, together with the holders of bulk entitlements listed in subclause 7.3 to –
 - (i) provide further information; and
 - (ii) re-submit the application in a different form; or
 - not approve the application.

13. DISPUTE RESOLUTION

- 13.1 If a difference or dispute arises between the Authority, the Melbourne Storage Manager, the River Murray (GMW) Entitlement Holder, or the River Murray Resource Manager, or any of them, concerning the interpretation or application of this Order, a party may give written notice to another party requiring the matter to be determined by an independent expert.
- 13.2 If a difference or dispute arises between the Authority and another bulk entitlement holder, concerning the interpretation or application of this Order, the Authority may give written notice to the other bulk entitlement holder requiring the matter to be determined by an independent expert.
- 13.3 If a difference or dispute arises between the Authority and another bulk entitlement holder, concerning the interpretation or application of this Order, and the other bulk entitlement holder gives written notice to the Authority requiring the matter to be determined by an independent expert, the Authority must comply with the notice.
- 13.4 The notice requiring that the matter be determined by independent expert may be given no sooner than 14 days after the matter has arisen. The independent expert may only commence to determine the matter a further 14 days after the giving of that notice.

- 13.5 The independent expert will be either
 - (a) a person agreed to by the parties to the difference or dispute; or
 - (b) if the parties cannot agree, a person nominated by the President of the Institute of Arbitrators and Mediators, Australia.
- 13.6 The independent expert must reach a conclusion on the matter within 30 days of it being referred, but has power to extend the period for reaching a conclusion on the matter by a further 30 days.
- 13.7 The independent expert must send a copy of the conclusion and its supporting reasons to each party to the difference or dispute.
- 13.8 In any difference or dispute to which the Minister is a party
 - (a) the independent expert must express the conclusion as a recommendation; and
 - (b) the Minister must consider any recommendation made under sub-clause 13.8 (a) before deciding whether there are grounds for issuing a notice of contravention under s 47A of the Act.
- 13.9 In any difference or dispute to which the Minister is not a party, any conclusion by an independent expert is final and binding on the parties.
- 13.10 The Authority may request the Minister to determine the apportionment of the costs of and incidental to every reference, including the costs of the independent expert.

PART 5 – DEMONSTRATING COMPLIANCE

14. REPORTING REQUIREMENTS

- 14.1 The Minister may require the Authority, together with the holders of bulk entitlements listed in sub-clause 7.3, to report on all or any of the following
 - (a) the status of this bulk entitlement including the amount of water transferred by the Authority, together with the holders of bulk entitlements listed in sub-clause 7.3, to the Goulburn System;
 - (b) any temporary or permanent transfer of all or part of this bulk entitlement;
 - (c) any amendment to this bulk entitlement;
 - (d) compliance with the bulk entitlement;
 - (e) any failures by either the Authority, or the Authority together with the holders of the bulk entitlements listed in sub-clause 7.3, to comply with any provision of this bulk entitlement; and
 - (f) any difficulties experienced or anticipated either by the Authority, or the Authority together with the other holders of the bulk entitlements listed in sub-clause 7.3, in complying with this bulk entitlement and any remedial action taken or proposed.
- 14.2 Any report made under sub-clause 14.1 must be made
 - (a) in writing, or in such electronic form as may be agreed between the Authority and the Minister; and
 - (b) within 14 days of receiving the Minister's written request, or such longer period of time as the Minister may determine.
- 14.3 The Authority must, in its Annual Report, report on each of the matters referred to in subclause 14.1.
- 14.4 If requested by the Resource Manager from time to time, the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, must report on all or any of the matters set out in sub-clause 14.1.
- 14.5 Any report under sub-clause 14.4 must be made
 - (a) in such form as may be agreed between the Authority, together with the holders of bulk entitlements listed in sub-clause 7.3, and the Resource Manager; and
 - (b) within such period of time as may be agreed between the Authority, together with the holders of bulk entitlements listed in sub-clause 7.3, and the Resource Manager.

15. DATA

- 15.1 The Minister will endeavour to ensure that all hydrological and other data required by the Authority to comply with this bulk entitlement are made available to the Authority.
- 15.2 The Authority must make available to any person data collected by or on behalf of the Authority for the purpose of clause 15, subject to the person paying any fair and reasonable access fee imposed by the Authority to cover the costs of making the data available to that person.

PART 6 - COST SHARING ARRANGEMENTS

16. RESOURCE MANAGER COSTS

- 16.1 Subject to sub-clause 16.3, the Authority must pay Goulburn Murray Water a fair and reasonable proportion of the costs incurred by the River Murray Resource Manager to
 - (a) make the seasonal determination for entitlement holders in the River Murray;
 - (b) prepare Victoria's River Murray water accounts;
 - (c) report on whether entitlement holders in the River Murray Basin comply with the conditions of their bulk entitlements and/or environmental entitlements;
 - (d) report on disputes between entitlement holders in the River Murray Basin;
 - (e) report on significant unauthorised uses of water in the River Murray Basin;
 - (f) co-ordinate the process for application and implementation of the qualification of any rights to water made by the Minister during periods of declared water shortage under s 33AAA of the Act.
- 16.2 Subject to sub-clause 16.3, the proportion of costs referred to in sub-clause 16.1 is to be determined by the River Murray Resource Manager.
- 16.3 Where the Resource Manager provides a prescribed service for the purposes of s 4A of the Water Industry Act 1994, the charges to be paid by the Authority to the River Murray Resource Manager are to be determined by the Essential Services Commission in accordance with Part 1A of the Water Industry Act 1994.

17. WATER STORAGE COSTS

- 17.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, must pay Goulburn Murray Water a proportionate share of the costs associated with storing Victoria's share of water resources in the River Murray .
- 17.2 Where Goulburn Murray Water provides a prescribed service for the purposes of s 4A of the **Water Industry Act 1994**, the charges to be paid by the Authority to Goulburn Murray Water are to be determined by the Essential Services Commission in accordance with Part 1A of the **Water Industry Act 1994**.

18. DUTY TO MAKE PAYMENTS

The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, has a duty to make its payments for clauses 16 and 17, directly to the Goulburn Murray Water.

Dated 14 January 2010

TIM HOLDING MP Minister for Water

Bulk Entitlement	Share of resources
Bulk Entitlement (River Murray – South East Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Bulk Entitlement (River Murray – City West Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Bulk Entitlement (River Murray – Yarra Valley Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Total	100% of the water allocated to the Melbourne retail authorities from the River Murray.

SCHEDULE 1 – SHARE OF RESOURCES

Water Act 1989

BULK ENTITLEMENT (RIVER MURRAY – SOUTH EAST WATER LIMITED)

ORDER 2010

PART 1 – INTRODUCTORY STATEMENTS

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- 2. Empowering Provisions
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- 16. Resource Manager Costs
- 17. Water Storage Costs
- 18. Duty to Make Payments

SCHEDULE 1 – SHARE OF RESOURCES

The Minister, under the provisions of the Water Act 1989, makes the following Order -

PART 1 – INTRODUCTORY STATEMENTS

1. CITATION

This Order may be cited as the Bulk Entitlement (River Murray – South East Water Limited) Order 2010.

2. EMPOWERING PROVISIONS

This Order is made under s 43 of the Water Act 1989.

3. COMMENCEMENT

This Order comes into operation on the day it is published in the Government Gazette.

4. PURPOSE

The purpose of this Order is to grant a bulk entitlement to South East Water Limited that will be used to provide water for consumptive purposes from the River Murray, as achieved from modernisation works in the Murray component of the GMID, where this water may be transferred to the Goulburn System and transported to the Melbourne supply system via the Sugarloaf Pipeline.

5. **DEFINITIONS**

In this Order –

'Act' means the Water Act 1989;

'Agreement' means the Murray–Darling Basin Agreement as contained in Schedule 1 of the **Murray-Darling Basin Act 1993**;

'Authority' means South East Water Limited, ABN 89 006 902 547;

'available water resources' has the meaning given to it in clause 8;

'City West Water' means City West Water Limited, ABN 70 066 902 467;

'Department' means the Department of Sustainability and Environment;

'entitlement holder' means the holder of any type of entitlement to take water from the River Murray granted under the Act;

'entitlement volume' has the meaning given to it in sub-clause 7.3;

'GMID' means the Goulburn Murray Irrigation District;

'Goulburn Murray Water' means the Goulburn-Murray Rural Water Corporation;

'Goulburn System' means the Goulburn River and the water supply systems supplied by that river, with the exception of flows from the Silver and Wallaby Creeks;

'MDBA' means the Murray–Darling Basin Authority;

'Melbourne bulk transfer system' means the system of transfer pipes and balancing storages that transports water from the Melbourne headworks system to the Melbourne retail authorities' supply points;

'Melbourne Bulk Transfer System Operator' means Melbourne Water in respect of its role to operate and maintain the Melbourne bulk transfer system in accordance with s 171B of the Act;

'Melbourne headworks system' means Thomson, Upper Yarra, Maroondah, O'Shannassy, Sugarloaf, Silvan, Cardinia, Toorourrong, Yan Yean, Greenvale and Tarago Reservoirs and the associated weirs, tunnels, transfer conduits, treatment plants and associated water supply works owned by Melbourne Water;

'Melbourne retail authorities' means any or all of -

- (a) Yarra Valley Water;
- (b) South East Water; and
- (c) City West Water;

'Melbourne Storage Manager' means Melbourne Water acting in respect of its role to manage storages for the Melbourne headworks system in accordance with s 171B of the Act;

'Melbourne supply system' means the waterways, headworks and bulk transfer system works which supply water to the Melbourne retail authorities and includes water harvested for Melbourne from the Yarra, Thomson, Goulburn and Bunyip River Basins;

'Melbourne Water' means Melbourne Water Corporation;

'Minister' means the Minister administering the **Water Act 1989** and, in relation to any provision, includes any person authorised by the Minister to act on the Minister's behalf in relation to that provision, or to whom the Minister has delegated the relevant power, discretion, function, authority or duty under s 306 of the Act;

'ML' means megalitre(s);

'modernisation water savings accounts' means the records established under Schedule 5 of the Bulk Entitlement (River Murray – Goulburn-Murray Water) Conversion Order 1999 to recognise and set aside water savings achieved in this system;

'modernisation works' means the program of works and measures to modernise irrigation infrastructure in the Murray component of the GMID;

'Northern Victoria Irrigation Renewal Project' means the modernisation works as planned and implemented by the Northern Victorian Irrigation Renewal Project entity;

'River Murray' means the River Murray to which Victoria has access and which carries regulated water under the Agreement; consisting of:

- (a) the main course of the River Murray from Hume Dam to the South Australian border;
- (b) the main course of the Mitta Mitta River below Dartmouth Dam;
- (c) all effluents and anabranches of, or lakes or lagoons (including King's Billabong) connected to, these main courses, other than those excluded by the MDBA;
- (d) the storages formed by Hume Dam and Dartmouth Dam and by weirs upstream of the South Australian border;

'River Murray (GMW) Entitlement Holder' means the holder of the Bulk Entitlement (River Murray – Goulburn-Murray Water) Conversion Order 1999;

'River Murray Resource Manager' means any person appointed by the Minister under s 43A of the Act to be the resource manager for the River Murray;

'South East Water' means South East Water Limited, ABN 89 066 902 547;

'specified off-take point' means the pump station near Killingworth Road, Yea;

'spillable water' means any volume of water carried over by an entitlement holder from a previous year, plus the volume of water allocated to the relevant entitlement in the current year, that exceeds the relevant entitlement volume;

'Sugarloaf Pipeline' means the water transmission pipeline between the specified off-take point in the Goulburn System and the Sugarloaf Reservoir;

'Trading Rules for Declared Water Systems' means the rules specified in the Order 'Trading Rules for Regulated Water Systems in Northern Victoria', which was gazetted on 28 June 2007, and all subsequent amendments, and as published on the Victorian Water Register;

'Victoria's River Murray water accounts' means the annual report, required by the Minister, on compliance by River Murray entitlement holders with the terms of their bulk entitlements;

'Water Savings Protocol for the Quantification of Water Savings from Irrigation Modernisation Projects' means the protocol for the determination of water savings resulting from irrigation modernisation projects, issued by the Minister in July 2009 and as amended by the Minister from time to time;

'Yarra Valley Water' means Yarra Valley Water Limited, ABN 93 066 902 501; and **'year'** means the 12 months from 1 July.

PART 2 – ENTITLEMENT

6. GRANTING OF A BULK ENTITLEMENT

The Authority's entitlement to water from the River Murray is granted to the Authority on the conditions set out in this Order. This granting provision must be read together with the granting provision in both of the bulk entitlements referred to in sub-clause 7.3 below, such that together the three granting provisions encompass all of the water that is available from the River Murray for the Melbourne supply system.

7. BULK ENTITLEMENT

- 7.1 The provisions of this bulk entitlement must be read together with those of the two bulk entitlements referred to in sub-clause 7.3 below such that together the three bulk entitlements may take the volumes of water as determined under Part 3.
- 7.2 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, is entitled to a volume of water that:
 - (a) in relation to the period between the date of this Order and the completion of Stage 1 of the Northern Victoria Irrigation Renewal Project, is the volume of water that has been allocated to Melbourne from the modernisation water savings account under sub-clause 8(a) in the relevant year;
 - (b) in relation to any time after the period referred to in sub-clause 7.2(a), is the volume that is equivalent to one-third of the total volume of water saved in the Murray component of the GMID from Stage 1 of the Northern Victoria Irrigation Renewal Project with the characteristics of high-reliability and low-reliability water shares.
- 7.3 The Authority's share, together with water allocated under the
 - (a) Bulk Entitlement (River Murray Yarra Valley Water Limited) Order 2010; and
 - (b) Bulk Entitlement (River Murray City West Water Limited) Order 2010,

as described in Schedule 1, make up 100% of the water allocated to Melbourne retail authorities from the River Murray.

PART 3 – WATER RESOURCES

8. AVAILABLE WATER RESOURCES

Subject to clause 10, the water resources available in a given year for use by the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, under the terms and conditions set out in this bulk entitlement, comprise:

- (a) the volume of water allocated to Melbourne from the modernisation water savings account, where this volume of water is -
 - (i) determined by the River Murray (GMW) Entitlement Holder at the beginning of that year and at other times during the course of that year as considered necessary by the River Murray (GMW) Entitlement Holder,
 - subject to independent audit in accordance with the Water Savings Protocol for the Quantification of Water Savings from Irrigation Modernisation Projects; plus
- (b) any water carried over by the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, from the previous year in accordance with clause 9.
9. CARRY OVER OF WATER

- 9.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, may carry over any of the available water resources which have not been used by 30 June in that year, less either:
 - (a) five per cent; or
 - (b) such other amount as the River Murray Resource Manager may determine for all entitlement holders,

to account for the evaporative losses in Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam.

10. RESTRICTIONS ON USE OF WATER

- 10.1 Subject to sub-clauses 10.2 and 10.3, the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, may use the available water resources at any time.
- 10.2 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, may not use any of the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, in any year until the River Murray Resource Manager declares that the risk of Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam spilling in that year has passed.
- 10.3 If the River Murray Resource Manager declares that Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam has spilled in any year:
 - (a) if the volume of water spilled is greater than, or equal to, the sum of the spillable water for all entitlement holders, the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, must be reduced to zero; or
 - (b) if the volume of water spilled is less than the sum of the spillable water of all entitlement holders, the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, must be reduced by a volume of water that is calculated as follows:

the total volume of water spilled multiplied by the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, divided by the sum of the spillable water of all entitlement holders.

- 10.4 The River Murray Resource Manager will:
 - (a) keep records of the available water resources as determined from time to time;
 - (b) keep records of the volume of water that can be used during any period when subclause 10.2 applies; and
 - (c) advise the Authority, together with the holders of the bulk entitlement listed in subclause 7.3, and the Melbourne Storage Manager:
 - (i) when the risk of Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam spilling has passed;
 - (ii) when Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam has commenced spilling;
 - (iii) when the available water resources have been reduced under sub-clause 10.3; and
 - (iv) of the volume by which the available water resources have been reduced.

PART 4 – GENERAL CONDITIONS AND PROVISIONS

11. MANAGEMENT ARRANGEMENTS

- 11.1 The Authority, together with the holders of bulk entitlements listed in sub-clause 7.3, must, within three months of the commencement of this Order, review and if necessary amend the current agreed arrangements for the collaborative management of the Melbourne retail authorities' bulk entitlements to ensure the collaborative management of this bulk entitlement between themselves and
 - (a) the Melbourne Storage Manager; and
 - (b) the Melbourne Bulk Transfer System Operator.

12. TRANSFER OF ENTITLEMENT AND ADJUSTMENT OF SCHEDULES

- 12.1 Subject to s 46 of the Act and sub-clause 12.2 of this Order, and with the agreement of the holders of bulk entitlements listed in sub-clause 7.3, this bulk entitlement may be transferred
 - (a) temporarily or permanently;
 - (b) in whole or in part;
 - (c) for any purpose, including an in-stream use of water.
- 12.2 The Minister may, on the application of the Authority together with the holders of bulk entitlements listed in sub-clause 7.3, at any time, alter any provision of this Order to reflect transfer of this or any other bulk entitlement by the Authority together with the holders of bulk entitlements listed in sub-clause 7.3.
- 12.3 An application under sub-clause 12.2 must set out -
 - (a) the objectives of, and reasons for, the proposed amendment;
 - (b) the results of an assessment of the likely effect of that amendment on both the security of primary entitlements and the environment, if any.
- 12.4 The Minister may
 - (a) approve part or all of any application under sub-clause 12.2; or
 - (b) require the Authority, together with the holders of bulk entitlements listed in subclause 7.3, to –
 - (i) provide further information; and
 - (ii) re-submit the application in a different form; or
 - (h) not approve the application.

13. DISPUTE RESOLUTION

- 13.1 If a difference or dispute arises between the Authority, the Melbourne Storage Manager, the River Murray (GMW) Entitlement Holder, or the River Murray Resource Manager, or any of them, concerning the interpretation or application of this Order, a party may give written notice to another party requiring the matter to be determined by an independent expert.
- 13.2 If a difference or dispute arises between the Authority and another bulk entitlement holder, concerning the interpretation or application of this Order, the Authority may give written notice to the other bulk entitlement holder requiring the matter to be determined by an independent expert.
- 13.3 If a difference or dispute arises between the Authority and another bulk entitlement holder, concerning the interpretation or application of this Order, and the other bulk entitlement holder gives written notice to the Authority requiring the matter to be determined by an independent expert, the Authority must comply with the notice.
- 13.4 The notice requiring that the matter be determined by independent expert may be given no sooner than 14 days after the matter has arisen. The independent expert may only commence to determine the matter a further 14 days after the giving of that notice.

- 13.5 The independent expert will be either
 - (a) a person agreed to by the parties to the difference or dispute; or
 - (b) if the parties cannot agree, a person nominated by the President of the Institute of Arbitrators and Mediators, Australia.
- 13.6 The independent expert must reach a conclusion on the matter within 30 days of it being referred, but has power to extend the period for reaching a conclusion on the matter by a further 30 days.
- 13.7 The independent expert must send a copy of the conclusion and its supporting reasons to each party to the difference or dispute.
- 13.8 In any difference or dispute to which the Minister is a party -
 - (a) the independent expert must express the conclusion as a recommendation; and
 - (b) the Minister must consider any recommendation made under sub-clause 13.8(a) before deciding whether there are grounds for issuing a notice of contravention under s 47 A of the Act.
- 13.9 In any difference or dispute to which the Minister is not a party, any conclusion by an independent expert is final and binding on the parties.
- 13.10 The Authority may request the Minister to determine the apportionment of the costs of and incidental to every reference, including the costs of the independent expert.

PART 5 – DEMONSTRATING COMPLIANCE

14. REPORTING REQUIREMENTS

- 14.1 The Minister may require the Authority, together with the holders of bulk entitlements listed in sub-clause 7.3, to report on all or any of the following
 - (a) the status of this bulk entitlement including the amount of water transferred by the Authority, together with the holders of bulk entitlements listed in sub-clause 7.3, to the Goulburn System;
 - (b) any temporary or permanent transfer of all or part of this bulk entitlement;
 - (c) any amendment to this bulk entitlement;
 - (d) compliance with the bulk entitlement;
 - (e) any failures by either the Authority, or the Authority together with the holders of the bulk entitlements listed in sub-clause 7.3, to comply with any provision of this bulk entitlement; and
 - (f) any difficulties experienced or anticipated either by the Authority, or the Authority together with the other holders of the bulk entitlements listed in sub-clause 7.3, in complying with this bulk entitlement and any remedial action taken or proposed.
- 14.2 Any report made under sub-clause 14.1 must be made
 - (a) in writing, or in such electronic form as may be agreed between the Authority and the Minister; and
 - (b) within 14 days of receiving the Minister's written request, or such longer period of time as the Minister may determine.
- 14.3 The Authority must, in its Annual Report, report on each of the matters referred to in subclause 14.1.
- 14.4 If requested by the Resource Manager from time to time, the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, must report on all or any of the matters set out in sub-clause 14.1.
- 14.5 Any report under sub-clause 14.4 must be made
 - (a) in such form as may be agreed between the Authority, together with the holders of bulk entitlements listed in sub-clause 7.3, and the Resource Manager; and
 - (b) within such period of time as may be agreed between the Authority, together with the holders of bulk entitlements listed in sub-clause 7.3, and the Resource Manager.

15. DATA

- 15.1 The Minister will endeavour to ensure that all hydrological and other data required by the Authority to comply with this bulk entitlement are made available to the Authority.
- 15.2 The Authority must make available to any person data collected by or on behalf of the Authority for the purpose of clause 15, subject to the person paying any fair and reasonable access fee imposed by the Authority to cover the costs of making the data available to that person.

PART 6 – COST SHARING ARRANGEMENTS

16. RESOURCE MANAGER COSTS

- 16.1 Subject to sub-clause 16.3, the Authority must pay Goulburn Murray Water a fair and reasonable proportion of the costs incurred by the River Murray Resource Manager to
 - (a) make the seasonal determination for entitlement holders in the River Murray;
 - (b) prepare Victoria's River Murray water accounts;
 - (c) report on whether entitlement holders in the River Murray Basin comply with the conditions of their bulk entitlements and/or environmental entitlements;
 - (d) report on disputes between entitlement holders in the River Murray Basin;
 - (e) report on significant unauthorised uses of water in the River Murray Basin;
 - (f) co-ordinate the process for application and implementation of the qualification of any rights to water made by the Minister during periods of declared water shortage under s 33AAA of the Act.
- 16.2 Subject to sub-clause 16.3, the proportion of costs referred to in sub-clause 16.1 is to be determined by the River Murray Resource Manager.
- 16.3 Where the Resource Manager provides a prescribed service for the purposes of s 4A of the **Water Industry Act 1994**, the charges to be paid by the Authority to the River Murray Resource Manager are to be determined by the Essential Services Commission in accordance with Part 1A of the **Water Industry Act 1994**.

17. WATER STORAGE COSTS

- 17.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, must pay Goulburn Murray Water a proportionate share of the costs associated with storing Victoria's share of water resources in the River Murray .
- 17.2 Where Goulburn Murray Water provides a prescribed service for the purposes of s 4A of the **Water Industry Act 1994**, the charges to be paid by the Authority to Goulburn Murray Water are to be determined by the Essential Services Commission in accordance with Part 1A of the **Water Industry Act 1994**.

18. DUTY TO MAKE PAYMENTS

The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, has a duty to make its payments for clauses 16 and 17, directly to the Goulburn Murray Water.

Dated 14 January 2010

TIM HOLDING MP Minister for Water

Bulk Entitlement	Share of Resources
Bulk Entitlement (River Murray – South East Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Bulk Entitlement (River Murray – City West Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Bulk Entitlement (River Murray – Yarra Valley Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Total	100% of the water allocated to the Melbourne retail authorities from the River Murray.

SCHEDULE 1 – SHARE OF RESOURCES

Water Act 1989

BULK ENTITLEMENT (RIVER MURRAY – CITY WEST WATER LIMITED)

ORDER 2010

PART 1 – INTRODUCTORY STATEMENTS

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SCHEDULE 1 – SHARE OF RESOURCES

The Minister, under the provisions of the Water Act 1989, makes the following Order -

PART 1 – INTRODUCTORY STATEMENTS

1. CITATION

This Order may be cited as the Bulk Entitlement (River Murray – City West Water Limited) Order 2010.

2. EMPOWERING PROVISIONS

This Order is made under s 43 of the Water Act 1989.

3. COMMENCEMENT

This Order comes into operation on the day it is published in the Government Gazette.

4. PURPOSE

The purpose of this Order is to grant a bulk entitlement to City West Water Limited that will be used to provide water for consumptive purposes from the River Murray, as achieved from modernisation works in the Murray component of the GMID, where this water may be transferred to the Goulburn System and transported to the Melbourne supply system via the Sugarloaf Pipeline.

5. **DEFINITIONS**

In this Order -

'Act' means the Water Act 1989;

'Agreement' means the Murray–Darling Basin Agreement as contained in Schedule 1 of the **Murray–Darling Basin Act 1993**;

'Authority' means City West Water Limited, ABN 70 066 902 467;

'available water resources' has the meaning given to it in clause 8;

'City West Water' means City West Water Limited, ABN 70 066 902 467;

'Department' means the Department of Sustainability and Environment;

'entitlement holder' means the holder of any type of entitlement to take water from the River Murray granted under the Act;

'entitlement volume' has the meaning given to it in sub-clause 7.3;

'GMID' means the Goulburn Murray Irrigation District;

'Goulburn Murray Water' means the Goulburn-Murray Rural Water Corporation;

'Goulburn System' means the Goulburn River and the water supply systems supplied by that river, with the exception of flows from the Silver and Wallaby Creeks;

'MDBA' means the Murray–Darling Basin Authority;

'Melbourne bulk transfer system' means the system of transfer pipes and balancing storages that transports water from the Melbourne headworks system to the Melbourne retail authorities' supply points;

'Melbourne Bulk Transfer System Operator' means Melbourne Water in respect of its role to operate and maintain the Melbourne bulk transfer system in accordance with s 171B of the Act;

'Melbourne headworks system' means Thomson, Upper Yarra, Maroondah, O'Shannassy, Sugarloaf, Silvan, Cardinia, Toorourrong, Yan Yean, Greenvale and Tarago Reservoirs and the associated weirs, tunnels, transfer conduits, treatment plants and associated water supply works owned by Melbourne Water;

'Melbourne retail authorities' means any or all of -

- (a) Yarra Valley Water;
- (b) South East Water; and
- (c) City West Water;

'Melbourne Storage Manager' means Melbourne Water acting in respect of its role to manage storages for the Melbourne headworks system in accordance with s 171B of the Act;

'Melbourne supply system' means the waterways, headworks and bulk transfer system works which supply water to the Melbourne retail authorities and includes water harvested for Melbourne from the Yarra, Thomson, Goulburn and Bunyip River Basins;

'Melbourne Water' means Melbourne Water Corporation;

'Minister' means the Minister administering the **Water Act 1989** and, in relation to any provision, includes any person authorised by the Minister to act on the Minister's behalf in relation to that provision, or to whom the Minister has delegated the relevant power, discretion, function, authority or duty under s 306 of the Act;

'ML' means megalitre(s);

'modernisation water savings accounts' means the records established under Schedule 5 of the Bulk Entitlement (River Murray – Goulburn–Murray Water) Conversion Order 1999 to recognise and set aside water savings achieved in this system;

'modernisation works' means the program of works and measures to modernise irrigation infrastructure in the Murray component of the GMID;

'Northern Victoria Irrigation Renewal Project' means the modernisation works as planned and implemented by the Northern Victorian Irrigation Renewal Project entity;

'River Murray' means the River Murray to which Victoria has access and which carries regulated water under the Agreement; consisting of:

- (a) the main course of the River Murray from Hume Dam to the South Australian border;
- (b) the main course of the Mitta Mitta River below Dartmouth Dam;
- (c) all effluents and anabranches of, or lakes or lagoons (including King's Billabong) connected to, these main courses, other than those excluded by the MDBA;
- (d) the storages formed by Hume Dam and Dartmouth Dam and by weirs upstream of the South Australian border;

'River Murray (GMW) Entitlement Holder' means the holder of the Bulk Entitlement (River Murray – Goulburn–Murray Water) Conversion Order 1999;

'River Murray Resource Manager' means any person appointed by the Minister under s 43A of the Act to be the resource manager for the River Murray;

'South East Water' means South East Water Limited, ABN 89 066 902 547;

'specified off-take point' means the pump station near Killingworth Road, Yea;

'spillable water' means any volume of water carried over by an entitlement holder from a previous year, plus the volume of water allocated to the relevant entitlement in the current year, that exceeds the relevant entitlement volume;

'Sugarloaf Pipeline' means the water transmission pipeline between the specified off-take point in the Goulburn System and the Sugarloaf Reservoir;

'Trading Rules for Declared Water Systems' means the rules specified in the Order 'Trading Rules for Regulated Water Systems in Northern Victoria', which was gazetted on 28 June 2007, and all subsequent amendments, and as published on the Victorian Water Register;

'Victoria's River Murray water accounts' means the annual report, required by the Minister, on compliance by River Murray entitlement holders with the terms of their bulk entitlements;

'Water Savings Protocol for the Quantification of Water Savings from Irrigation Modernisation Projects' means the protocol for the determination of water savings resulting from irrigation modernisation projects, issued by the Minister in July 2009 and as amended by the Minister from time to time;

'Yarra Valley Water' means Yarra Valley Water Limited, ABN 93 066 902 501; and

'year' means the 12 months from 1 July.

PART 2 – ENTITLEMENT

6. GRANTING OF A BULK ENTITLEMENT

The Authority's entitlement to water from the River Murray is granted to the Authority on the conditions set out in this Order. This granting provision must be read together with the granting provision in both of the bulk entitlements referred to in sub-clause 7.3 below, such that together the three granting provisions encompass all of the water that is available from the River Murray for the Melbourne supply system.

7. BULK ENTITLEMENT

- 7.1 The provisions of this bulk entitlement must be read together with those of the two bulk entitlements referred to in sub-clause 7.3 below such that together the three bulk entitlements may take the volumes of water as determined under Part 3.
- 7.2 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, is entitled to a volume of water that:
 - (a) in relation to the period between the date of this Order and the completion of Stage 1 of the Northern Victoria Irrigation Renewal Project, is the volume of water that has been allocated to Melbourne from the modernisation water savings account under sub-clause 8(a) in the relevant year;
 - (b) in relation to any time after the period referred to in sub-clause 7.2(a), is the volume that is equivalent to one-third of the total volume of water saved in the Murray component of the GMID from Stage 1 of the Northern Victoria Irrigation Renewal Project with the characteristics of high-reliability and low-reliability water shares.
- 7.3 The Authority's share, together with water allocated under the
 - (a) Bulk Entitlement (River Murray Yarra Valley Water Limited) Order 2010; and
 - (b) Bulk Entitlement (River Murray South East Water Limited) Order 2010,

as described in Schedule 1, make up 100% of the water allocated to Melbourne retail authorities from the River Murray.

PART 3 – WATER RESOURCES

8. AVAILABLE WATER RESOURCES

Subject to clause 10, the water resources available in a given year for use by the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, under the terms and conditions set out in this bulk entitlement, comprise:

- (a) the volume of water allocated to Melbourne from the modernisation water savings account, where this volume of water is
 - (i) determined by the River Murray (GMW) Entitlement Holder at the beginning of that year and at other times during the course of that year as considered necessary by the River Murray (GMW) Entitlement Holder,
 - subject to independent audit in accordance with the Water Savings Protocol for the Quantification of Water Savings from Irrigation Modernisation Projects; plus
- (b) any water carried over by the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, from the previous year in accordance with clause 9.

9. CARRY OVER OF WATER

- 9.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, may carry over any of the available water resources which have not been used by 30 June in that year, less either:
 - (a) five per cent; or
 - (b) such other amount as the River Murray Resource Manager may determine for all entitlement holders,

to account for the evaporative losses in Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam.

10. RESTRICTIONS ON USE OF WATER

- 10.1 Subject to sub-clauses 10.2 and 10.3, the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, may use the available water resources at any time.
- 10.2 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, may not use any of the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, in any year until the River Murray Resource Manager declares that the risk of Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam spilling in that year has passed.
- 10.3 If the River Murray Resource Manager declares that Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam has spilled in any year:
 - (a) if the volume of water spilled is greater than, or equal to, the sum of the spillable water for all entitlement holders, the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, must be reduced to zero; or
 - (b) if the volume of water spilled is less than the sum of the spillable water of all entitlement holders, the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, must be reduced by a volume of water that is calculated as follows:

the total volume of water spilled multiplied by the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, divided by the sum of the spillable water of all entitlement holders.

- 10.4 The River Murray Resource Manager will:
 - (a) keep records of the available water resources as determined from time to time;
 - (b) keep records of the volume of water that can be used during any period when subclause 10.2 applies; and
 - (c) advise the Authority, together with the holders of the bulk entitlement listed in subclause 7.3, and the Melbourne Storage Manager:
 - (i) when the risk of Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam spilling has passed;
 - (ii) when Victoria's share of the water resources stored in Hume Dam and Dartmouth Dam has commenced spilling;
 - (iii) when the available water resources have been reduced under sub-clause 10.3; and
 - (iv) of the volume by which the available water resources have been reduced.

PART 4 – GENERAL CONDITIONS AND PROVISIONS

11. MANAGEMENT ARRANGEMENTS

- 11.1 The Authority, together with the holders of bulk entitlements listed in sub-clause 7.3, must, within three months of the commencement of this Order, review and if necessary amend the current agreed arrangements for the collaborative management of the Melbourne retail authorities' bulk entitlements to ensure the collaborative management of this bulk entitlement between themselves and
 - (a) the Melbourne Storage Manager; and
 - (b) the Melbourne Bulk Transfer System Operator.

12. TRANSFER OF ENTITLEMENT AND ADJUSTMENT OF SCHEDULES

- 12.1 Subject to s 46 of the Act and sub-clause 12.2 of this Order, and with the agreement of the holders of bulk entitlements listed in sub-clause 7.3, this bulk entitlement may be transferred
 - (a) temporarily or permanently;
 - (b) in whole or in part;
 - (c) for any purpose, including an in-stream use of water.
- 12.2 The Minister may, on the application of the Authority together with the holders of bulk entitlements listed in sub-clause 7.3, at any time, alter any provision of this Order to reflect transfer of this or any other bulk entitlement by the Authority together with the holders of bulk entitlements listed in sub-clause 7.3.
- 12.3 An application under sub-clause 12.2 must set out
 - (a) the objectives of, and reasons for, the proposed amendment;
 - (b) the results of an assessment of the likely effect of that amendment on both the security of primary entitlements and the environment, if any.
- 12.4 The Minister may
 - (a) approve part or all of any application under sub-clause 12.2; or
 - (b) require the Authority, together with the holders of bulk entitlements listed in subclause 7.3, to –
 - (i) provide further information; and
 - (ii) re-submit the application in a different form; or
 - (c) not approve the application.

13. DISPUTE RESOLUTION

- 13.1 If a difference or dispute arises between the Authority, the Melbourne Storage Manager, the River Murray (GMW) Entitlement Holder, or the River Murray Resource Manager, or any of them, concerning the interpretation or application of this Order, a party may give written notice to another party requiring the matter to be determined by an independent expert.
- 13.2 If a difference or dispute arises between the Authority and another bulk entitlement holder, concerning the interpretation or application of this Order, the Authority may give written notice to the other bulk entitlement holder requiring the matter to be determined by an independent expert.
- 13.3 If a difference or dispute arises between the Authority and another bulk entitlement holder, concerning the interpretation or application of this Order, and the other bulk entitlement holder gives written notice to the Authority requiring the matter to be determined by an independent expert, the Authority must comply with the notice.
- 13.4 The notice requiring that the matter be determined by independent expert may be given no sooner than 14 days after the matter has arisen. The independent expert may only commence to determine the matter a further 14 days after the giving of that notice.
- 13.5 The independent expert will be either
 - (a) a person agreed to by the parties to the difference or dispute; or
 - (b) if the parties cannot agree, a person nominated by the President of the Institute of Arbitrators and Mediators, Australia.
- 13.6 The independent expert must reach a conclusion on the matter within 30 days of it being referred, but has power to extend the period for reaching a conclusion on the matter by a further 30 days.
- 13.7 The independent expert must send a copy of the conclusion and its supporting reasons to each party to the difference or dispute.

- 13.8 In any difference or dispute to which the Minister is a party
 - (a) the independent expert must express the conclusion as a recommendation; and
 - (b) the Minister must consider any recommendation made under sub-clause 13.8(a) before deciding whether there are grounds for issuing a notice of contravention under s 47 A of the Act.
- 13.9 In any difference or dispute to which the Minister is not a party, any conclusion by an independent expert is final and binding on the parties.
- 13.10 The Authority may request the Minister to determine the apportionment of the costs of and incidental to every reference, including the costs of the independent expert.

PART 5 – DEMONSTRATING COMPLIANCE

14. REPORTING REQUIREMENTS

- 14.1 The Minister may require the Authority, together with the holders of bulk entitlements listed in sub-clause 7.3, to report on all or any of the following
 - (a) the status of this bulk entitlement including the amount of water transferred by the Authority, together with the holders of bulk entitlements listed in sub-clause 7.3, to the Goulburn System;
 - (b) any temporary or permanent transfer of all or part of this bulk entitlement;
 - (c) any amendment to this bulk entitlement;
 - (d) compliance with the bulk entitlement;
 - (e) any failures by either the Authority, or the Authority together with the holders of the bulk entitlements listed in sub-clause 7.3, to comply with any provision of this bulk entitlement; and
 - (f) any difficulties experienced or anticipated either by the Authority, or the Authority together with the other holders of the bulk entitlements listed in sub-clause 7.3, in complying with this bulk entitlement and any remedial action taken or proposed.
- 14.2 Any report made under sub-clause 14.1 must be made
 - (a) in writing, or in such electronic form as may be agreed between the Authority and the Minister; and
 - (b) within 14 days of receiving the Minister's written request, or such longer period of time as the Minister may determine.
- 14.3 The Authority must, in its Annual Report, report on each of the matters referred to in subclause 14.1.
- 14.4 If requested by the Resource Manager from time to time, the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, must report on all or any of the matters set out in sub-clause 14.1.
- 14.5 Any report under sub-clause 14.4 must be made
 - (a) in such form as may be agreed between the Authority, together with the holders of bulk entitlements listed in sub-clause 7.3, and the Resource Manager; and
 - (b) within such period of time as may be agreed between the Authority, together with the holders of bulk entitlements listed in sub-clause 7.3, and the Resource Manager.

15. DATA

- 15.1 The Minister will endeavour to ensure that all hydrological and other data required by the Authority to comply with this bulk entitlement are made available to the Authority.
- 15.2 The Authority must make available to any person data collected by or on behalf of the Authority for the purpose of clause 15, subject to the person paying any fair and reasonable access fee imposed by the Authority to cover the costs of making the data available to that person.

PART 6 – COST SHARING ARRANGEMENTS

16. RESOURCE MANAGER COSTS

- 16.1 Subject to sub-clause 16.3, the Authority must pay Goulburn Murray Water a fair and reasonable proportion of the costs incurred by the River Murray Resource Manager to
 - (a) make the seasonal determination for entitlement holders in the River Murray;
 - (b) prepare Victoria's River Murray water accounts;
 - (c) report on whether entitlement holders in the River Murray Basin comply with the conditions of their bulk entitlements and/or environmental entitlements;
 - (d) report on disputes between entitlement holders in the River Murray Basin;
 - (e) report on significant unauthorised uses of water in the River Murray Basin;
 - (f) co-ordinate the process for application and implementation of the qualification of any rights to water made by the Minister during periods of declared water shortage under s 33AAA of the Act.
- 16.2 Subject to sub-clause 16.3, the proportion of costs referred to in sub-clause 16.1 is to be determined by the River Murray Resource Manager.
- 16.3 Where the Resource Manager provides a prescribed service for the purposes of s 4A of the **Water Industry Act 1994**, the charges to be paid by the Authority to the River Murray Resource Manager are to be determined by the Essential Services Commission in accordance with Part 1A of the **Water Industry Act 1994**.

17. WATER STORAGE COSTS

- 17.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, must pay Goulburn Murray Water a proportionate share of the costs associated with storing Victoria's share of water resources in the River Murray.
- 17.2 Where Goulburn Murray Water provides a prescribed service for the purposes of s 4A of the **Water Industry Act 1994**, the charges to be paid by the Authority to Goulburn Murray Water are to be determined by the Essential Services Commission in accordance with Part 1A of the **Water Industry Act 1994**.

18. DUTY TO MAKE PAYMENTS

The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.3, has a duty to make its payments for clauses 16 and 17, directly to the Goulburn Murray Water.

Dated 14 January 2010

TIM HOLDING MP Minister for Water

Bulk Entitlement	Share of Resources
Bulk Entitlement (River Murray – South East Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Bulk Entitlement (River Murray – City West Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Bulk Entitlement (River Murray – Yarra Valley Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Total	100% of the water allocated to the Melbourne retail authorities from the River Murray.

SCHEDULE 1 – SHARE OF RESOURCES

Water Act 1989

BULK ENTITLEMENT (GOULBURN SYSTEM – YARRA VALLEY WATER LIMITED) ORDER 2010

PART 1 – INTRODUCTORY STATEMENTS

- 1. Citation
- 2. Empowering Provisions
- 3. Commencement
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PART 2 – ENTITLEMENT

- 6. Granting of a Bulk Entitlement
- 7. Bulk Entitlement

PART 3 – WATER RESOURCES

- 8. Available Water Resources
- 9. Carry Over of Water
- 10. Restrictions on Use of Water
- 11. Diversion Limit

PART 4 – GENERAL CONDITIONS AND PROVISIONS

- 12. Operating Arrangements
- 13. Management Arrangements
- 14. Transfer of Entitlement and Adjustment of Schedules
- 15. Dispute Resolution

PART 5 – DEMONSTRATING COMPLIANCE

- 16. Metering and monitoring
- 17. Reporting Requirements
- 18. Data

PART 6 - COST SHARING ARRANGEMENTS

- 19. Resource Manager Costs
- 20. Water Storage Costs
- 21. Duty to Make Payments

SCHEDULE 1 – SHARE OF RESOURCES

The Minister, under the provisions of the Water Act 1989, makes the following Order -

PART 1 – INTRODUCTORY STATEMENTS

1. CITATION

This Order may be cited as the Bulk Entitlement (Goulburn System – Yarra Valley Water Limited) Order 2010.

2. EMPOWERING PROVISIONS

This Order is made under s 43 of the Water Act 1989.

3. COMMENCEMENT

This Order comes into operation on the day it is published in the Government Gazette.

4. PURPOSE

The purpose of this Order is to grant a bulk entitlement to Yarra Valley Water Limited that will be used to provide water for consumptive purposes from the Goulburn System, as achieved from modernisation works in the Goulburn component of the GMID, where this water will be transported to the Melbourne supply system via the Sugarloaf Pipeline.

5. **DEFINITIONS**

In this Order -

'Act' means the Water Act 1989;

'Agreement' means the Murray-Darling Basin Agreement as contained in Schedule 1 of the **Murray–Darling Basin Act 1993**;

'Authority' means Yarra Valley Water Limited, ABN 93 006 902 501;

'available water resources' has the meaning given to it in clause 8;

'City West Water' means City West Water Limited, ABN 70 066 902 467;

'Department' means the Department of Sustainability and Environment;

'daily diversion rate' means the volume of water pumped from the Goulburn River into the Sugarloaf Pipeline over a period of 24 hours;

'entitlement holder' means the holder of any type of entitlement to water in the Goulburn System granted under the Act;

'entitlement volume' has the meaning given to it in sub-clause 7.3;

'GMID' means the Goulburn Murray Irrigation District;

'Goulburn Basin' means the area of land designated as Basin Number 5 in the South East Coast Division of the Australian Water Resources Council's Australian Continental Drainage Divisions;

'Goulburn Basin Water Accounts' means an annual report, required by the Minister, on compliance by entitlement holders and licensees, respectively, within the Goulburn Basin, with the terms of their bulk entitlements or licences;

'Goulburn Entitlement Holder' means the holder of the Bulk Entitlement (Eildon – Goulburn Weir) Conversion Order 1995;

'Goulburn headworks system' means:

- (a) the water supply works of Lake Eildon, Goulburn Weir, the Stuart Murray and Cattanach Canals and Waranga Basin; and
- (b) the waterway below Lake Eildon;

'Goulburn Storage Manager' means a person appointed by the Minister under s 122ZK of the Act to control, operate and manage the Goulburn headworks system, or to manage or measure the flow into the Goulburn headworks system or the waterway, or to do any combination of those things in the Goulburn System;

'Goulburn System' means the Goulburn River and the water supply systems supplied by that river, with the exception of flows from the Silver and Wallaby Creeks;

'licence' means any licence granted under Part 4 of the Act;

'Melbourne bulk transfer system' means the system of transfer pipes and balancing storages that transports water from the Melbourne headworks system to the Melbourne retail authorities' supply points;

'Melbourne Bulk Transfer System Operator' means Melbourne Water in respect of its role to operate and maintain the Melbourne bulk transfer system in accordance with s 171B of the Act;

'Melbourne headworks system' means Thomson, Upper Yarra, Maroondah, O'Shannassy, Sugarloaf, Silvan, Cardinia, Toorourrong, Yan Yean, Greenvale and Tarago Reservoirs and the associated weirs, tunnels, transfer conduits, treatment plants and associated water supply works owned by Melbourne Water;

'Melbourne retail authorities' means any or all of -

- (a) Yarra Valley Water;
- (b) South East Water; and
- (c) City West Water;

'Melbourne Storage Manager' means Melbourne Water acting in respect of its role to manage storages for the Melbourne headworks system in accordance with s 171B of the Act;

'Melbourne supply system' means the waterways, headworks and bulk transfer system works which supply water to the Melbourne retail authorities and includes water harvested for Melbourne from the Yarra, Thomson, Goulburn and Bunyip River Basins;

'Melbourne Water' means Melbourne Water Corporation;

'Minister' means the Minister administering the **Water Act 1989** and, in relation to any provision, includes any person authorised by the Minister to act on the Minister's behalf in relation to that provision, or to whom the Minister has delegated the relevant power, discretion, function, authority or duty under s 306 of the Act;

'ML' means megalitre(s);

'modernisation water savings accounts' means the records established under Schedule 3 of the Bulk Entitlement (Eildon – Goulburn Weir) Conversion Order 1995 to recognise and set aside water savings achieved in this system;

'modernisation works' means the program of works and measures to modernise irrigation infrastructure in the Goulburn component of the GMID;

'Northern Victoria Irrigation Renewal Project' means the modernisation works as planned and implemented by the Northern Victorian Irrigation Renewal Project entity;

'Resource Manager' means a person appointed by the Minister under s 43A of the Act to do all or any of the tasks set out in sub-clause 19.1;

'South East Water' means South East Water Limited, ABN 89 066 902 547;

'specified monitoring point' means the gauging station established to monitor the flow of the Goulburn River as required under sub-clause 16.2;

'specified off-take point' means the pump station near Killingworth Road, Yea;

'spillable water' means any volume of water carried over by an entitlement holder from a previous year, plus the volume of water allocated to the relevant entitlement in the current year, that exceeds the relevant entitlement volume;

'Sugarloaf Pipeline' means the water transmission pipeline between the specified off-take point in the Goulburn System and the Sugarloaf Reservoir;

'Trading Rules for Declared Water Systems' means the rules specified in the Order 'Trading Rules for Regulated Water Systems in Northern Victoria', which was gazetted on 28 June 2007, and all subsequent amendments, and as published on the Victorian Water Register;

'Water Savings Protocol for the Quantification of Water Savings from Irrigation Modernisation Projects' means the protocol for the determination of water savings resulting from irrigation modernisation projects, issued by the Minister in July 2009 and as amended by the Minister from time to time;

'Yarra Valley Water' means Yarra Valley Water Limited, ABN 93 066 902 501; and **'vear'** means the 12 months commencing 1 July.

PART 2 – ENTITLEMENT

6. GRANTING OF A BULK ENTITLEMENT

The Authority's entitlement to water from the Goulburn System is granted to the Authority on the conditions set out in this Order. This granting provision must be read together with the granting provision in both of the bulk entitlements referred to in sub-clause 7.4 below, such that together the three granting provisions encompass all of the water that is available from the Goulburn System for the Melbourne supply system.

7. BULK ENTITLEMENT

- 7.1 The provisions of this bulk entitlement must be read together with those of the two bulk entitlements referred to in sub-clause 7.4 below such that together the three bulk entitlements may take the volumes of water as determined under Part 3.
- 7.2 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may take from the specified off-take point, the volumes of water as determined under Part 3 up to a total amount of 75,000 ML each year.
- 7.3 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, is entitled to a volume of water that:
 - (a) in relation to the period between the date of this Order and the completion of Stage 1 of the Northern Victoria Irrigation Renewal Project, is the volume of water that has been allocated to Melbourne from the modernisation water savings account under sub-clause 8(a) in the relevant year;
 - (b) in relation to any time after the period referred to in sub-clause 7.3(a), is the volume that is equivalent to one-third of the total volume of water saved in the Goulburn component of the GMID from Stage 1 of the Northern Victoria Irrigation Renewal Project with the characteristics of high-reliability and low-reliability water shares.
- 7.4 The Authority's share, together with shares allocated under the
 - (a) Bulk Entitlement (Goulburn System South East Water Limited) Order 2010; and
 - (b) Bulk Entitlement (Goulburn System City West Water Limited) Order 2010,

as described in Schedule 1, make up 100% of the water allocated to Melbourne retail authorities from the Goulburn System.

PART 3 – WATER RESOURCES

8. AVAILABLE WATER RESOURCES

Subject to clause 10, the water resources available in a given year for use by the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, under the terms and conditions set out in this bulk entitlement, comprise:

- (a) the volume of water allocated to Melbourne from the modernisation water savings account, where this volume of water is
 - (i) determined by the Goulburn Entitlement Holder at the beginning of that year and at other times during the course of that year as considered necessary by the Goulburn Entitlement Holder,
 - subject to independent audit in accordance with the Water Savings Protocol for the Quantification of Water Savings from Irrigation Modernisation Projects; plus

- (b) any water carried over by the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, from the previous year in accordance with clause 9; plus
- (c) any water temporarily transferred to the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, in that year, in accordance with the Trading Rules for Declared Water Systems, from the following entitlements
 - (i) Bulk Entitlement (River Murray City West Water Limited) Order 2010; and
 - (ii) Bulk Entitlement (River Murray Yarra Valley Water Limited) Order 2010; and
 - (iii) Bulk Entitlement (River Murray South East Water Limited) Order 2010.

9. CARRY OVER OF WATER

The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may carry over any of the available water resources which have not been used by 30 June in that year, less either:

- (a) five per cent; or
- (b) such other amount as the Goulburn Storage Manager may determine for all entitlement holders,

to account for evaporative losses in the Goulburn headworks system.

10. RESTRICTIONS ON USE OF WATER

- 10.1 Subject to sub-clauses 10.2 and 10.3, the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may use the available water resources at any time.
- 10.2 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may not use any of the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, in any year until the Resource Manager declares that the risk of Eildon Dam spilling in that year has passed.
- 10.3 If the Resource Manager declares that Eildon Dam has spilled in any year:
- (a) if the volume of water spilled is greater than, or equal to, the sum of the spillable water for all entitlement holders, the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, must be reduced to zero; or
- (b) if the volume of water spilled is less than the sum of the spillable water of all entitlement holders, the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, must be reduced by a volume of water that is calculated as follows:

the total volume of water spilled multiplied by the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, divided by the sum of the spillable water of all entitlement holders.

- 10.4 The Resource Manager will:
 - (a) keep records of the available water resources as determined from time to time;
 - (b) keep records of the volume of water that can be used during any period when subclause 10.2 applies; and
 - (c) advise the Authority, together with the holders of the bulk entitlement listed in subclause 7.4, and the Melbourne Storage Manager:
 - (i) when the risk of Eildon Dam spilling has passed;
 - (ii) when Eildon Dam has commenced to spill;
 - (iii) when the available water resources have been reduced under sub-clause 10.3; and
 - (iv) of the volume by which the available water resources have been reduced.

11. DIVERSION LIMIT

- 11.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may only divert water from the Goulburn River at the specified off-take point:
 - (a) up to a maximum of 75,000 ML in any year, in accordance with sub-clause 7.2; and
 - (b) when the flow of the Goulburn River as measured at the specified monitoring point is at least 300 ML per day; and
 - (c) when the daily diversion rate of the Sugarloaf Pipeline does not exceed 360 ML per day; and
 - (d) if all the water taken is met through controlled, pre-ordered releases of the modernisation water savings from Eildon Dam.
- 11.2 Subject to the maximum daily diversion rate established in sub-clause 11.1(c), the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may vary the daily diversion rate:
 - (a) in accordance with sub-clause 11.3; or
 - (b) in any other way, with the prior written agreement of the Goulburn–Broken Catchment Management Authority
- 11.3 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may increase or decrease the daily diversion rate by up to:
 - (a) 75 ML per day when the flow in the Goulburn River at the specified monitoring point is between 300 and 799 ML per day;
 - (b) 120 ML per day when the flow in the Goulburn River at the specified monitoring point is between 800 and 1,499 ML per day; and
 - (c) 180 ML per day when the flow in the Goulburn River at the specified monitoring point is 1,500 ML per day or greater.
- 11.4 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, must advise the Melbourne Storage Manager, the Goulburn Storage Manager, the Resource Manager and the Department in writing of any variation to the daily diversion rate agreed with the Goulburn–Broken Catchment Management Authority under sub-clause 11.2(b).

PART 4 – GENERAL CONDITIONS AND PROVISIONS

12. OPERATING ARRANGEMENTS

- 12.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, the Melbourne Storage Manager and the Goulburn Storage Manager must endeavour to agree on operational arrangements for the supply of water under this entitlement, together with the bulk entitlements listed in sub-clause 7.4.
- 12.2 If the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, the Melbourne Storage Manager and the Goulburn Storage Manager have not reached agreement under sub-clause 12.1 within twelve months of the date of this Order, any party may give written notice to the other parties requiring the matter to be determined in accordance with clause 15.

13. MANAGEMENT ARRANGEMENTS

- 13.1 The Authority, together with the holders of bulk entitlements listed in sub-clause 7.4, must, within three months of the commencement of this Order, review and if necessary amend the current agreed arrangements for the collaborative management of the Melbourne retail authorities' bulk entitlements to ensure the collaborative management of this bulk entitlement between themselves and
 - (a) the Melbourne Storage Manager; and
 - (b) the Melbourne Bulk Transfer System Operator.

14. TRANSFER OF ENTITLEMENT AND ADJUSTMENT OF SCHEDULES

- 14.1 Subject to s 46 of the Act and sub-clause 14.2 of this Order, and with the agreement of the holders of bulk entitlements listed in sub-clause 7.4, this bulk entitlement may be transferred
 - (a) temporarily or permanently;
 - (b) in whole or in part;
 - (c) for any purpose, including an in-stream use of water.
- 14.2 The Minister may, on the application of the Authority together with the holders of bulk entitlements listed in sub-clause 7.4, at any time, alter any provision of this Order to reflect transfer of this or any other bulk entitlement by the Authority together with the holders of bulk entitlements listed in sub-clause 7.4.
- 14.3 An application under sub-clause 14.2 must set out
 - (a) the objectives of, and reasons for, the proposed amendment;
 - (b) the results of an assessment of the likely effect of that amendment on both the security of primary entitlements and the environment, if any.
- 14.4 The Minister may
 - (a) approve part or all of any application under sub-clause 14.2; or
 - (b) require the Authority, together with the holders of bulk entitlements listed in subclause 7.4, to –
 - (i) provide further information; and
 - (ii) re-submit the application in a different form; or
 - (c) not approve the application.

15. DISPUTE RESOLUTION

- 15.1 If a difference or dispute arises between the Authority, the Melbourne Storage Manager, the Goulburn Storage Manager, the Goulburn Entitlement Holder, or the Resource Manager, or any of them, concerning the interpretation or application of this Order, a party may give written notice to another party requiring the matter to be determined by an independent expert.
- 15.2 If a difference or dispute arises between the Authority and another bulk entitlement holder, concerning the interpretation or application of this Order, the Authority may give written notice to the other bulk entitlement holder requiring the matter to be determined by an independent expert.
- 15.3 If a difference or dispute arises between the Authority and another bulk entitlement holder, concerning the interpretation or application of this Order, and the other bulk entitlement holder gives written notice to the Authority requiring the matter to be determined by an independent expert, the Authority must comply with the notice.
- 15.4 The notice requiring that the matter be determined by independent expert may be given no sooner than 14 days after the matter has arisen. The independent expert may only commence to determine the matter a further 14 days after the giving of that notice.
- 15.5 The independent expert will be either
 - (a) a person agreed to by the parties to the difference or dispute; or
 - (b) if the parties cannot agree, a person nominated by the President of the Institute of Arbitrators and Mediators, Australia.
- 15.6 The independent expert must reach a conclusion on the matter within 30 days of it being referred, but has power to extend the period for reaching a conclusion on the matter by a further 30 days.

- 15.7 The independent expert must send a copy of the conclusion and its supporting reasons to each party to the difference or dispute.
- 15.8 In any difference or dispute to which the Minister is a party
 - (a) the independent expert must express the conclusion as a recommendation; and
 - (b) the Minister must consider any recommendation made under sub-clause 15.8(a) before deciding whether there are grounds for issuing a notice of contravention under s 47A of the Act.
- 15.9 In any difference or dispute to which the Minister is not a party, any conclusion by an independent expert is final and binding on the parties.
- 15.10 The Authority may request the Minister to determine the apportionment of the costs of and incidental to every reference, including the costs of the independent expert.

PART 5 – DEMONSTRATING COMPLIANCE

16. METERING AND MONITORING

- 16.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, is responsible for ensuring that the Melbourne Storage Manager meters how much water is diverted from the Goulburn River in each year, consistent with its metering requirements for other bulk entitlements in the Melbourne headworks system, and that this metering information is provided to the Resource Manager for the purposes of keeping the records or accounts set out in sub-clause 10.4.
- 16.2 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, is responsible for ensuring that the Melbourne Storage Manager monitors the flow of the Goulburn River immediately downstream of the specified off-take point, and that this monitoring information is provided to the Resource Manager.

17. REPORTING REQUIREMENTS

- 17.1 The Minister may require the Authority, together with the holders of bulk entitlements listed in sub-clause 7.4, to report on all or any of the following
 - (a) the status of this bulk entitlement including the amount of water taken by the Authority, together with the holders of bulk entitlements listed in sub-clause 7.4, from the waterway;
 - (b) any temporary or permanent transfer of all or part of this bulk entitlement;
 - (c) any amendment to this bulk entitlement;
 - (d) compliance with the bulk entitlement;
 - (e) any failures by either the Authority, or the Authority together with the holders of the bulk entitlements listed in sub-clause 7.4, to comply with any provision of this bulk entitlement; and
 - (f) any difficulties experienced or anticipated either by the Authority, or the Authority together with the other holders of the bulk entitlements listed in sub-clause 7.4, in complying with this bulk entitlement and any remedial action taken or proposed.
- 17.2 Any report made under sub-clause 17.1 must be made
 - (a) in writing, or in such electronic form as may be agreed between the Authority and the Minister; and
 - (b) within 14 days of receiving the Minister's written request, or such longer period of time as the Minister may determine.
- 17.3 The Authority must, in its Annual Report, report on each of the matters referred to in subclause 17.1.
- 17.4 If requested by the Resource Manager from time to time, the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, must report on all or any of the matters set out in sub-clause 17.1.

17.5 Any report under sub-clause 17.4 must be made –

- (a) in such form as may be agreed between the Authority, together with the holders of bulk entitlements listed in sub-clause 7.4, and the Resource Manager; and
- (b) within such period of time as may be agreed between the Authority, together with the holders of bulk entitlements listed in sub-clause 7.4, and the Resource Manager.

18. DATA

- 18.1 The Minister will endeavour to ensure that all hydrological and other data required by the Authority to comply with this bulk entitlement are made available to the Authority.
- 18.2 The Authority must make available to any person, data collected by or on behalf of the Authority for the purpose of clause 16, subject to the person paying any fair and reasonable access fee imposed by the Authority to cover the costs of making the data available to that person.

PART 6 - COST SHARING ARRANGEMENTS

19. RESOURCE MANAGER COSTS

- 19.1 Subject to sub-clause 19.3, the Authority must pay the Resource Manager a fair and reasonable proportion of the costs incurred by the Resource Manager to
 - (a) make the seasonal determination for entitlement holders in the Goulburn System;
 - (b) prepare the Goulburn Basin Water Accounts;
 - (c) report on whether entitlement holders in the Goulburn Basin comply with the conditions of their bulk entitlements and/or environmental entitlements;
 - (d) report on disputes between entitlement holders in the Goulburn Basin;
 - (e) report on significant unauthorised uses of water in the Goulburn Basin;
 - (f) co-ordinate the process for application and implementation of the qualification of any rights to water made by the Minister during periods of declared water shortage under s 33AAA of the Act.
- 19.2 Subject to sub-clause 19.3, the proportion of costs referred to in sub-clause 19.1 is to be determined by the Resource Manager.
- 19.3 Where the Resource Manager provides a prescribed service for the purposes of s 4A of the **Water Industry Act 1994**, the charges to be paid by the Authority to the Resource Manager are to be determined by the Essential Services Commission in accordance with Part 1A of the **Water Industry Act 1994**.

20. WATER STORAGE COSTS

- 20.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, must pay the Goulburn Storage Manager a proportionate share of the costs associated with the Goulburn headworks system.
- 20.2 Where the Goulburn Storage Manager provides a prescribed service for the purposes of s 4A of the **Water Industry Act 1994**, the charges to be paid by the Authority to the Goulburn Storage Manager are to be determined by the Essential Services Commission in accordance with Part 1A of the **Water Industry Act 1994**.

21. DUTY TO MAKE PAYMENTS

The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, has a duty to make its payments for clauses 19 and 20, directly to the Resource Manager and the Goulburn Storage Manager.

Dated 14 January 2010

TIM HOLDING MP Minister for Water

Bulk Entitlement	Share of Resources
Bulk Entitlement (Goulburn System – South East Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Bulk Entitlement (Goulburn System – City West Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Bulk Entitlement (Goulburn System – Yarra Valley Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Total	100% of the water allocated to the Melbourne retail authorities from the Goulburn System.

SCHEDULE 1 – SHARE OF RESOURCES

Water Act 1989

BULK ENTITLEMENT (GOULBURN SYSTEM – SOUTH EAST WATER LIMITED)

ORDER 2010

PART 1 – INTRODUCTORY STATEMENTS

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- 19. Resource Manager Costs
- 20. Water Storage Costs
- 21. Duty to Make Payments

SCHEDULE 1 – SHARE OF RESOURCES

The Minister, under the provisions of the Water Act 1989, makes the following Order -

PART 1 – INTRODUCTORY STATEMENTS

1. CITATION

This Order may be cited as the Bulk Entitlement (Goulburn System – South East Water Limited) Order 2010.

2. EMPOWERING PROVISIONS

This Order is made under s 43 of the Water Act 1989.

3. COMMENCEMENT

This Order comes into operation on the day it is published in the Government Gazette.

4. PURPOSE

The purpose of this Order is to grant a bulk entitlement to South East Water Limited that will be used to provide water for consumptive purposes from the Goulburn System, as achieved from modernisation works in the Goulburn component of the GMID, where this water will be transported to the Melbourne supply system via the Sugarloaf Pipeline.

5. **DEFINITIONS**

In this Order -

'Act' means the Water Act 1989;

'Agreement' means the Murray–Darling Basin Agreement as contained in Schedule 1 of the **Murray–Darling Basin Act 1993**;

'Authority' means South East Water Limited, ABN 89 006 902 547;

'available water resources' has the meaning given to it in clause 8;

'City West Water' means City West Water Limited, ABN 70 066 902 467;

'Department' means the Department of Sustainability and Environment;

'daily diversion rate' means the volume of water pumped from the Goulburn River into the Sugarloaf Pipeline over a period of 24 hours;

'entitlement holder' means the holder of any type of entitlement to water in the Goulburn System granted under the Act;

'entitlement volume' has the meaning given to it in sub-clause 7.3;

'GMID' means the Goulburn Murray Irrigation District;

'Goulburn Basin' means the area of land designated as Basin Number 5 in the South East Coast Division of the Australian Water Resources Council's Australian Continental Drainage Divisions;

'Goulburn Basin Water Accounts' means an annual report, required by the Minister, on compliance by entitlement holders and licensees, respectively, within the Goulburn Basin, with the terms of their bulk entitlements or licences;

'Goulburn Entitlement Holder' means the holder of the Bulk Entitlement (Eildon – Goulburn Weir) Conversion Order 1995;

'Goulburn headworks system' means:

- (a) the water supply works of Lake Eildon, Goulburn Weir, the Stuart Murray and Cattanach Canals and Waranga Basin; and
- (b) the waterway below Lake Eildon;

'Goulburn Storage Manager' means a person appointed by the Minister under s 122ZK of the Act to control, operate and manage the Goulburn headworks system, or to manage or measure the flow into the Goulburn headworks system or the waterway, or to do any combination of those things in the Goulburn System;

'Goulburn System' means the Goulburn River and the water supply systems supplied by that river, with the exception of flows from the Silver and Wallaby Creeks;

'licence' means any licence granted under Part 4 of the Act;

'Melbourne bulk transfer system' means the system of transfer pipes and balancing storages that transports water from the Melbourne headworks system to the Melbourne retail authorities' supply points;

'Melbourne Bulk Transfer System Operator' means Melbourne Water in respect of its role to operate and maintain the Melbourne bulk transfer system in accordance with s 171B of the Act;

'Melbourne headworks system' means Thomson, Upper Yarra, Maroondah, O'Shannassy, Sugarloaf, Silvan, Cardinia, Toorourrong, Yan Yean, Greenvale and Tarago Reservoirs and the associated weirs, tunnels, transfer conduits, treatment plants and associated water supply works owned by Melbourne Water;

'Melbourne retail authorities' means any or all of -

- (a) Yarra Valley Water;
- (b) South East Water; and
- (c) City West Water;

'Melbourne Storage Manager' means Melbourne Water acting in respect of its role to manage storages for the Melbourne headworks system in accordance with s 171B of the Act;

'Melbourne supply system' means the waterways, headworks and bulk transfer system works which supply water to the Melbourne retail authorities and includes water harvested for Melbourne from the Yarra, Thomson, Goulburn and Bunyip River Basins;

'Melbourne Water' means Melbourne Water Corporation;

'Minister' means the Minister administering the **Water Act 1989** and, in relation to any provision, includes any person authorised by the Minister to act on the Minister's behalf in relation to that provision, or to whom the Minister has delegated the relevant power, discretion, function, authority or duty under s 306 of the Act;

'ML' means megalitre(s);

'modernisation water savings accounts' means the records established under Schedule 3 of the Bulk Entitlement (Eildon – Goulburn Weir) Conversion Order 1995 to recognise and set aside water savings achieved in this system;

'modernisation works' means the program of works and measures to modernise irrigation infrastructure in the Goulburn component of the GMID;

'Northern Victoria Irrigation Renewal Project' means the modernisation works as planned and implemented by the Northern Victorian Irrigation Renewal Project entity;

'Resource Manager' means a person appointed by the Minister under s 43A of the Act to do all or any of the tasks set out in sub-clause 19.1;

'South East Water' means South East Water Limited, ABN 89 066 902 547;

'specified monitoring point' means the gauging station established to monitor the flow of the Goulburn River as required under sub-clause 16.2;

'specified off-take point' means the pump station near Killingworth Road, Yea;

'spillable water' means any volume of water carried over by an entitlement holder from a previous year, plus the volume of water allocated to the relevant entitlement in the current year, that exceeds the relevant entitlement volume;

'Sugarloaf Pipeline' means the water transmission pipeline between the specified off-take point in the Goulburn System and the Sugarloaf Reservoir;

'Trading Rules for Declared Water Systems' means the rules specified in the Order 'Trading Rules for Regulated Water Systems in Northern Victoria', which was gazetted on 28 June 2007, and all subsequent amendments, and as published on the Victorian Water Register;

'Water Savings Protocol for the Quantification of Water Savings from Irrigation Modernisation Projects' means the protocol for the determination of water savings resulting from irrigation modernisation projects, issued by the Minister in July 2009 and as amended by the Minister from time to time;

'Yarra Valley Water' means Yarra Valley Water Limited, ABN 93 066 902 501; and **'vear'** means the 12 months commencing 1 July.

PART 2 – ENTITLEMENT

6. GRANTING OF A BULK ENTITLEMENT

The Authority's entitlement to water from the Goulburn System is granted to the Authority on the conditions set out in this Order. This granting provision must be read together with the granting provision in both of the bulk entitlements referred to in sub-clause 7.4 below, such that together the three granting provisions encompass all of the water that is available from the Goulburn System for the Melbourne supply system.

7. BULK ENTITLEMENT

- 7.1 The provisions of this bulk entitlement must be read together with those of the two bulk entitlements referred to in sub-clause 7.4 below such that together the three bulk entitlements may take the volumes of water as determined under Part 3.
- 7.2 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may take from the specified off-take point, the volumes of water as determined under Part 3 up to a total amount of 75,000 ML each year.
- 7.3 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, is entitled to a volume of water that:
 - (a) in relation to the period between the date of this Order and the completion of Stage 1 of the Northern Victoria Irrigation Renewal Project, is the volume of water that has been allocated to Melbourne from the modernisation water savings account under sub-clause 8(a) in the relevant year;
 - (b) in relation to any time after the period referred to in sub-clause 7.3(a), is the volume that is equivalent to one-third of the total volume of water saved in the Goulburn component of the GMID from Stage 1 of the Northern Victoria Irrigation Renewal Project with the characteristics of high-reliability and low-reliability water shares.
- 7.4 The Authority's share, together with shares allocated under the
 - (a) Bulk Entitlement (Goulburn System Yarra Valley Water Limited) Order 2010; and
 - (b) Bulk Entitlement (Goulburn System City West Water Limited) Order 2010,

as described in Schedule 1, make up 100% of the water allocated to Melbourne retail authorities from the Goulburn System.

PART 3 – WATER RESOURCES

8. AVAILABLE WATER RESOURCES

Subject to clause 10, the water resources available in a given year for use by the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, under the terms and conditions set out in this bulk entitlement, comprise:

- (a) the volume of water allocated to Melbourne from the modernisation water savings account, where this volume of water is -
 - (i) determined by the Goulburn Entitlement Holder at the beginning of that year and at other times during the course of that year as considered necessary by the Goulburn Entitlement Holder,
 - subject to independent audit in accordance with the Water Savings Protocol for the Quantification of Water Savings from Irrigation Modernisation Projects; plus

- (b) any water carried over by the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, from the previous year in accordance with clause 9; plus
- (c) any water temporarily transferred to the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, in that year, in accordance with the Trading Rules for Declared Water Systems, from the following entitlements
 - (i) Bulk Entitlement (River Murray City West Water Limited) Order 2010; and
 - (ii) Bulk Entitlement (River Murray Yarra Valley Water Limited) Order 2010; and
 - (iii) Bulk Entitlement (River Murray South East Water Limited) Order 2010.

9. CARRY OVER OF WATER

The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may carry over any of the available water resources which have not been used by 30 June in that year, less either:

- (a) five per cent; or
- (b) such other amount as the Goulburn Storage Manager may determine for all entitlement holders,
- to account for evaporative losses in the Goulburn headworks system.

10. RESTRICTIONS ON USE OF WATER

- 10.1 Subject to sub-clauses 10.2 and 10.3, the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may use the available water resources at any time.
- 10.2 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may not use any of the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, in any year until the Resource Manager declares that the risk of Eildon Dam spilling in that year has passed.
- 10.3 If the Resource Manager declares that Eildon Dam has spilled in any year:
 - (a) if the volume of water spilled is greater than, or equal to, the sum of the spillable water for all entitlement holders, the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, must be reduced to zero; or
 - (b) if the volume of water spilled is less than the sum of the spillable water of all entitlement holders, the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, must be reduced by a volume of water that is calculated as follows:

the total volume of water spilled multiplied by the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, divided by the sum of the spillable water of all entitlement holders.

- 10.4 The Resource Manager will:
 - (a) keep records of the available water resources as determined from time to time;
 - (b) keep records of the volume of water that can be used during any period when subclause 10.2 applies; and
 - (c) advise the Authority, together with the holders of the bulk entitlement listed in subclause 7.4, and the Melbourne Storage Manager:
 - (i) when the risk of Eildon Dam spilling has passed;
 - (ii) when Eildon Dam has commenced to spill;
 - (iii) when the available water resources have been reduced under sub-clause 10.3; and
 - (iv) of the volume by which the available water resources have been reduced.

11. DIVERSION LIMIT

- 11.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may only divert water from the Goulburn River at the specified off-take point:
 - (a) up to a maximum of 75,000 ML in any year, in accordance with sub-clause 7.2; and
 - (b) when the flow of the Goulburn River as measured at the specified monitoring point is at least 300 ML per day; and
 - (c) when the daily diversion rate of the Sugarloaf Pipeline does not exceed 360 ML per day; and
 - (d) if all the water taken is met through controlled, pre-ordered releases of the modernisation water savings from Eildon Dam.
- 11.2 Subject to the maximum daily diversion rate established in sub-clause 11.1(c), the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may vary the daily diversion rate:
 - (a) in accordance with sub-clause 11.3; or
 - (b) in any other way, with the prior written agreement of the Goulburn–Broken Catchment Management Authority
- 11.3 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may increase or decrease the daily diversion rate by up to:
 - (a) 75 ML per day when the flow in the Goulburn River at the specified monitoring point is between 300 and 799 ML per day;
 - (b) 120 ML per day when the flow in the Goulburn River at the specified monitoring point is between 800 and 1,499 ML per day; and
 - (c) 180 ML per day when the flow in the Goulburn River at the specified monitoring point is 1,500 ML per day or greater.
- 11.4 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, must advise the Melbourne Storage Manager, the Goulburn Storage Manager, the Resource Manager and the Department in writing of any variation to the daily diversion rate agreed with the Goulburn–Broken Catchment Management Authority under sub-clause 11.2(b).

PART 4 – GENERAL CONDITIONS AND PROVISIONS

12. OPERATING ARRANGEMENTS

- 12.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, the Melbourne Storage Manager and the Goulburn Storage Manager must endeavour to agree on operational arrangements for the supply of water under this entitlement, together with the bulk entitlements listed in sub-clause 7.4.
- 12.2 If the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, the Melbourne Storage Manager and the Goulburn Storage Manager have not reached agreement under sub-clause 12.1 within twelve months of the date of this Order, any party may give written notice to the other parties requiring the matter to be determined in accordance with clause 15.

13. MANAGEMENT ARRANGEMENTS

- 13.1 The Authority, together with the holders of bulk entitlements listed in sub-clause 7.4, must, within three months of the commencement of this Order, review and if necessary amend the current agreed arrangements for the collaborative management of the Melbourne retail authorities' bulk entitlements to ensure the collaborative management of this bulk entitlement between themselves and
 - (a) the Melbourne Storage Manager; and
 - (b) the Melbourne Bulk Transfer System Operator.

14. TRANSFER OF ENTITLEMENT AND ADJUSTMENT OF SCHEDULES

- 14.1 Subject to s 46 of the Act and sub-clause 14.2 of this Order, and with the agreement of the holders of bulk entitlements listed in sub-clause 7.4, this bulk entitlement may be transferred
 - (a) temporarily or permanently;
 - (b) in whole or in part;
 - (c) for any purpose, including an in-stream use of water.
- 14.2 The Minister may, on the application of the Authority together with the holders of bulk entitlements listed in sub-clause 7.4, at any time, alter any provision of this Order to reflect transfer of this or any other bulk entitlement by the Authority together with the holders of bulk entitlements listed in sub-clause 7.4.
- 14.3 An application under sub-clause 14.2 must set out
 - (a) the objectives of, and reasons for, the proposed amendment;
 - (b) the results of an assessment of the likely effect of that amendment on both the security of primary entitlements and the environment, if any.
- 14.4 The Minister may
 - (a) approve part or all of any application under sub-clause 14.2; or
 - (b) require the Authority, together with the holders of bulk entitlements listed in subclause 7.4, to –
 - (i) provide further information; and
 - (ii) re-submit the application in a different form; or
 - (c) not approve the application.

15. DISPUTE RESOLUTION

- 15.1 If a difference or dispute arises between the Authority, the Melbourne Storage Manager, the Goulburn Storage Manager, the Goulburn Entitlement Holder, or the Resource Manager, or any of them, concerning the interpretation or application of this Order, a party may give written notice to another party requiring the matter to be determined by an independent expert.
- 15.2 If a difference or dispute arises between the Authority and another bulk entitlement holder, concerning the interpretation or application of this Order, the Authority may give written notice to the other bulk entitlement holder requiring the matter to be determined by an independent expert.
- 15.3 If a difference or dispute arises between the Authority and another bulk entitlement holder, concerning the interpretation or application of this Order, and the other bulk entitlement holder gives written notice to the Authority requiring the matter to be determined by an independent expert, the Authority must comply with the notice.
- 15.4 The notice requiring that the matter be determined by independent expert may be given no sooner than 14 days after the matter has arisen. The independent expert may only commence to determine the matter a further 14 days after the giving of that notice.
- 15.5 The independent expert will be either
 - (a) a person agreed to by the parties to the difference or dispute; or
 - (b) if the parties cannot agree, a person nominated by the President of the Institute of Arbitrators and Mediators, Australia.
- 15.6 The independent expert must reach a conclusion on the matter within 30 days of it being referred, but has power to extend the period for reaching a conclusion on the matter by a further 30 days.
- 15.7 The independent expert must send a copy of the conclusion and its supporting reasons to

each party to the difference or dispute.

- 15.8 In any difference or dispute to which the Minister is a party
 - (a) the independent expert must express the conclusion as a recommendation; and
 - (b) the Minister must consider any recommendation made under sub-clause 15.8(a) before deciding whether there are grounds for issuing a notice of contravention under s 47A of the Act.
- 15.9 In any difference or dispute to which the Minister is not a party, any conclusion by an independent expert is final and binding on the parties.
- 15.10 The Authority may request the Minister to determine the apportionment of the costs of and incidental to every reference, including the costs of the independent expert.

PART 5 – DEMONSTRATING COMPLIANCE

16. METERING AND MONITORING

- 16.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, is responsible for ensuring that the Melbourne Storage Manager meters how much water is diverted from the Goulburn River in each year, consistent with its metering requirements for other bulk entitlements in the Melbourne headworks system, and that this metering information is provided to the Resource Manager for the purposes of keeping the records or accounts set out in sub-clause 10.4.
- 16.2 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, is responsible for ensuring that the Melbourne Storage Manager monitors the flow of the Goulburn River immediately downstream of the specified off-take point, and that this monitoring information is provided to the Resource Manager.

17. REPORTING REQUIREMENTS

- 17.1 The Minister may require the Authority, together with the holders of bulk entitlements listed in sub-clause 7.4, to report on all or any of the following
 - (a) the status of this bulk entitlement including the amount of water taken by the Authority, together with the holders of bulk entitlements listed in sub-clause 7.4, from the waterway;
 - (b) any temporary or permanent transfer of all or part of this bulk entitlement;
 - (c) any amendment to this bulk entitlement;
 - (d) compliance with the bulk entitlement;
 - (e) any failures by either the Authority, or the Authority together with the holders of the bulk entitlements listed in sub-clause 7.4, to comply with any provision of this bulk entitlement; and
 - (f) any difficulties experienced or anticipated either by the Authority, or the Authority together with the other holders of the bulk entitlements listed in sub-clause 7.4, in complying with this bulk entitlement and any remedial action taken or proposed.
- 17.2 Any report made under sub-clause 17.1 must be made
 - (a) in writing, or in such electronic form as may be agreed between the Authority and the Minister; and
 - (b) within 14 days of receiving the Minister's written request, or such longer period of time as the Minister may determine.
- 17.3 The Authority must, in its Annual Report, report on each of the matters referred to in subclause 17.1.
- 17.4 If requested by the Resource Manager from time to time, the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, must report on all or any of the matters set out in sub-clause 17.1.

17.5 Any report under sub-clause 17.4 must be made –

- (a) in such form as may be agreed between the Authority, together with the holders of bulk entitlements listed in sub-clause 7.4, and the Resource Manager; and
- (b) within such period of time as may be agreed between the Authority, together with the holders of bulk entitlements listed in sub-clause 7.4, and the Resource Manager.

18. DATA

- 18.1 The Minister will endeavour to ensure that all hydrological and other data required by the Authority to comply with this bulk entitlement are made available to the Authority.
- 18.2 The Authority must make available to any person, data collected by or on behalf of the Authority for the purpose of clause 16, subject to the person paying any fair and reasonable access fee imposed by the Authority to cover the costs of making the data available to that person.

PART 6 - COST SHARING ARRANGEMENTS

19. RESOURCE MANAGER COSTS

- 19.1 Subject to sub-clause 19.3, the Authority must pay the Resource Manager a fair and reasonable proportion of the costs incurred by the Resource Manager to
 - (a) make the seasonal determination for entitlement holders in the Goulburn System;
 - (b) prepare the Goulburn Basin Water Accounts;
 - (c) report on whether entitlement holders in the Goulburn Basin comply with the conditions of their bulk entitlements and/or environmental entitlements;
 - (d) report on disputes between entitlement holders in the Goulburn Basin;
 - (e) report on significant unauthorised uses of water in the Goulburn Basin;
 - (f) co-ordinate the process for application and implementation of the qualification of any rights to water made by the Minister during periods of declared water shortage under s 33AAA of the Act.
- 19.2 Subject to sub-clause 19.3, the proportion of costs referred to in sub-clause 19.1 is to be determined by the Resource Manager.
- 19.3 Where the Resource Manager provides a prescribed service for the purposes of s 4A of the **Water Industry Act 1994**, the charges to be paid by the Authority to the Resource Manager are to be determined by the Essential Services Commission in accordance with Part 1A of the **Water Industry Act 1994**.

20. WATER STORAGE COSTS

- 20.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, must pay the Goulburn Storage Manager a proportionate share of the costs associated with the Goulburn headworks system.
- 20.2 Where the Goulburn Storage Manager provides a prescribed service for the purposes of s 4A of the **Water Industry Act 1994**, the charges to be paid by the Authority to the Goulburn Storage Manager are to be determined by the Essential Services Commission in accordance with Part 1A of the **Water Industry Act 1994**.

21. DUTY TO MAKE PAYMENTS

The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, has a duty to make its payments for clauses 19 and 20, directly to the Resource Manager and the Goulburn Storage Manager.

Dated 14 January 2010

TIM HOLDING MP Minister for Water

Bulk Entitlement	Share of Resources
Bulk Entitlement (Goulburn System – South East Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Bulk Entitlement (Goulburn System – City West Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Bulk Entitlement (Goulburn System – Yarra Valley Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Total	100% of the water allocated to the Melbourne retail authorities from the Goulburn System.

SCHEDULE 1 – SHARE OF RESOURCES

Water Act 1989

BULK ENTITLEMENT (GOULBURN SYSTEM – CITY WEST WATER LIMITED) ORDER 2010

PART 1 – INTRODUCTORY STATEMENTS

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PART 2 – ENTITLEMENT

- 6. Granting of a Bulk Entitlement
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- 8. Available Water Resources
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- 12. Operating Arrangements
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- 14. Transfer of Entitlement and Adjustment of Schedules
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PART 5 – DEMONSTRATING COMPLIANCE

- 16. Metering and Monitoring
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PART 6 - COST SHARING ARRANGEMENTS

- 19. Resource Manager Costs
- 20. Water Storage Costs
- 21. Duty to Make Payments

SCHEDULE 1 – SHARE OF RESOURCES

The Minister, under the provisions of the Water Act 1989, makes the following Order -

PART 1 – INTRODUCTORY STATEMENTS

1. CITATION

This Order may be cited as the Bulk Entitlement (Goulburn System – City West Water Limited) Order 2010.

2. EMPOWERING PROVISIONS

This Order is made under s 43 of the Water Act 1989.

3. COMMENCEMENT

This Order comes into operation on the day it is published in the Government Gazette.

4. PURPOSE

The purpose of this Order is to grant a bulk entitlement to City West Water Limited that will be used to provide water for consumptive purposes from the Goulburn System, as achieved from modernisation works in the Goulburn component of the GMID, where this water will be transported to the Melbourne supply system via the Sugarloaf Pipeline.

5. **DEFINITIONS**

In this Order -

'Act' means the Water Act 1989;

'Agreement' means the Murray-Darling Basin Agreement as contained in Schedule 1 of the **Murray–Darling Basin Act 1993**;

'Authority' means City West Water Limited, ABN 70 066 902 467;

'available water resources' has the meaning given to it in clause 8;

'City West Water' means City West Water Limited, ABN 70 066 902 467;

'Department' means the Department of Sustainability and Environment;

'daily diversion rate' means the volume of water pumped from the Goulburn River into the Sugarloaf Pipeline over a period of 24 hours;

'entitlement holder' means the holder of any type of entitlement to water in the Goulburn System granted under the Act;

'entitlement volume' has the meaning given to it in sub-clause 7.3;

'GMID' means the Goulburn Murray Irrigation District;

'Goulburn Basin' means the area of land designated as Basin Number 5 in the South East Coast Division of the Australian Water Resources Council's Australian Continental Drainage Divisions;

'Goulburn Basin Water Accounts' means an annual report, required by the Minister, on compliance by entitlement holders and licensees, respectively, within the Goulburn Basin, with the terms of their bulk entitlements or licences;

'Goulburn Entitlement Holder' means the holder of the Bulk Entitlement (Eildon – Goulburn Weir) Conversion Order 1995;

'Goulburn headworks system' means:

- (a) the water supply works of Lake Eildon, Goulburn Weir, the Stuart Murray and Cattanach Canals and Waranga Basin; and
- (b) the waterway below Lake Eildon;

'Goulburn Storage Manager' means a person appointed by the Minister under s 122ZK of the Act to control, operate and manage the Goulburn headworks system, or to manage or measure the flow into the Goulburn headworks system or the waterway, or to do any combination of those things in the Goulburn System;

'Goulburn System' means the Goulburn River and the water supply systems supplied by that river, with the exception of flows from the Silver and Wallaby Creeks;

'licence' means any licence granted under Part 4 of the Act;

'Melbourne bulk transfer system' means the system of transfer pipes and balancing storages that transports water from the Melbourne headworks system to the Melbourne retail authorities' supply points;

'Melbourne Bulk Transfer System Operator' means Melbourne Water in respect of its role to operate and maintain the Melbourne bulk transfer system in accordance with s 171B of the Act;

'Melbourne headworks system' means Thomson, Upper Yarra, Maroondah, O'Shannassy, Sugarloaf, Silvan, Cardinia, Toorourrong, Yan Yean, Greenvale and Tarago Reservoirs and the associated weirs, tunnels, transfer conduits, treatment plants and associated water supply works owned by Melbourne Water;

'Melbourne retail authorities' means any or all of -

- (a) Yarra Valley Water;
- (b) South East Water; and
- (c) City West Water;

'Melbourne Storage Manager' means Melbourne Water acting in respect of its role to manage storages for the Melbourne headworks system in accordance with s 171B of the Act;

'Melbourne supply system' means the waterways, headworks and bulk transfer system works which supply water to the Melbourne retail authorities and includes water harvested for Melbourne from the Yarra, Thomson, Goulburn and Bunyip River Basins;

'Melbourne Water' means Melbourne Water Corporation;

'Minister' means the Minister administering the **Water Act 1989** and, in relation to any provision, includes any person authorised by the Minister to act on the Minister's behalf in relation to that provision, or to whom the Minister has delegated the relevant power, discretion, function, authority or duty under s 306 of the Act;

'ML' means megalitre(s);

'modernisation water savings accounts' means the records established under Schedule 3 of the Bulk Entitlement (Eildon – Goulburn Weir) Conversion Order 1995 to recognise and set aside water savings achieved in this system;

'modernisation works' means the program of works and measures to modernise irrigation infrastructure in the Goulburn component of the GMID;

'Northern Victoria Irrigation Renewal Project' means the modernisation works as planned and implemented by the Northern Victorian Irrigation Renewal Project entity;

'Resource Manager' means a person appointed by the Minister under s 43A of the Act to do all or any of the tasks set out in sub-clause 19.1;

'South East Water' means South East Water Limited, ABN 89 066 902 547;

'specified monitoring point' means the gauging station established to monitor the flow of the Goulburn River as required under sub-clause 16.2;

'specified off-take point' means the pump station near Killingworth Road, Yea;

'spillable water' means any volume of water carried over by an entitlement holder from a previous year, plus the volume of water allocated to the relevant entitlement in the current year, that exceeds the relevant entitlement volume;

'Sugarloaf Pipeline' means the water transmission pipeline between the specified off-take point in the Goulburn System and the Sugarloaf Reservoir;

'Trading Rules for Declared Water Systems' means the rules specified in the Order 'Trading Rules for Regulated Water Systems in Northern Victoria', which was gazetted on 28 June 2007, and all subsequent amendments, and as published on the Victorian Water Register;

'Water Savings Protocol for the Quantification of Water Savings from Irrigation Modernisation Projects' means the protocol for the determination of water savings resulting from irrigation modernisation projects, issued by the Minister in July 2009 and as amended by the Minister from time to time;

'Yarra Valley Water' means Yarra Valley Water Limited, ABN 93 066 902 501; and **'vear'** means the 12 months commencing 1 July.

PART 2 – ENTITLEMENT

6. GRANTING OF A BULK ENTITLEMENT

The Authority's entitlement to water from the Goulburn System is granted to the Authority on the conditions set out in this Order. This granting provision must be read together with the granting provision in both of the bulk entitlements referred to in sub-clause 7.4 below, such that together the three granting provisions encompass all of the water that is available from the Goulburn System for the Melbourne supply system.

7. BULK ENTITLEMENT

- 7.1 The provisions of this bulk entitlement must be read together with those of the two bulk entitlements referred to in sub-clause 7.4 below such that together the three bulk entitlements may take the volumes of water as determined under Part 3.
- 7.2 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may take from the specified off-take point, the volumes of water as determined under Part 3 up to a total amount of 75,000 ML each year.
- 7.3 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, is entitled to a volume of water that:
 - (a) in relation to the period between the date of this Order and the completion of Stage 1 of the Northern Victoria Irrigation Renewal Project, is the volume of water that has been allocated to Melbourne from the modernisation water savings account under sub-clause 8(a) in the relevant year;
 - (b) in relation to any time after the period referred to in sub-clause 7.3(a), is the volume that is equivalent to one-third of the total volume of water saved in the Goulburn component of the GMID from Stage 1 of the Northern Victoria Irrigation Renewal Project with the characteristics of high-reliability and low-reliability water shares.
- 7.4 The Authority's share, together with shares allocated under the
 - (a) Bulk Entitlement (Goulburn System Yarra Valley Water Limited) Order 2010; and
 - (b) Bulk Entitlement (Goulburn System South East Water Limited) Order 2010,

as described in Schedule 1, make up 100% of the water allocated to Melbourne retail authorities from the Goulburn System.

PART 3 – WATER RESOURCES

8. AVAILABLE WATER RESOURCES

Subject to clause 10, the water resources available in a given year for use by the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, under the terms and conditions set out in this bulk entitlement, comprise:

- (a) the volume of water allocated to Melbourne from the modernisation water savings account, where this volume of water is
 - (i) determined by the Goulburn Entitlement Holder at the beginning of that year and at other times during the course of that year as considered necessary by the Goulburn Entitlement Holder,
 - subject to independent audit in accordance with the Water Savings Protocol for the Quantification of Water Savings from Irrigation Modernisation Projects; plus

- (b) any water carried over by the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, from the previous year in accordance with clause 9; plus
- (c) any water temporarily transferred to the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, in that year, in accordance with the Trading Rules for Declared Water Systems, from the following entitlements
 - (i) Bulk Entitlement (River Murray City West Water Limited) Order 2010; and
 - (ii) Bulk Entitlement (River Murray Yarra Valley Water Limited) Order 2010; and
 - (iii) Bulk Entitlement (River Murray South East Water Limited) Order 2010.

9. CARRY OVER OF WATER

The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may carry over any of the available water resources which have not been used by 30 June in that year, less either:

- (a) five per cent; or
- (b) such other amount as the Goulburn Storage Manager may determine for all entitlement holders,
- to account for evaporative losses in the Goulburn headworks system.

10. RESTRICTIONS ON USE OF WATER

- 10.1 Subject to sub-clauses 10.2 and 10.3, the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may use the available water resources at any time.
- 10.2 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may not use any of the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, in any year until the Resource Manager declares that the risk of Eildon Dam spilling in that year has passed.
- 10.3 If the Resource Manager declares that Eildon Dam has spilled in any year:
 - (a) if the volume of water spilled is greater than, or equal to, the sum of the spillable water for all entitlement holders, the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, must be reduced to zero; or
 - (b) if the volume of water spilled is less than the sum of the spillable water of all entitlement holders, the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, must be reduced by a volume of water that is calculated as follows:

the total volume of water spilled multiplied by the spillable water of the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, divided by the sum of the spillable water of all entitlement holders.

- 10.4 The Resource Manager will:
 - (a) keep records of the available water resources as determined from time to time;
 - (b) keep records of the volume of water that can be used during any period when subclause 10.2 applies; and
 - (c) advise the Authority, together with the holders of the bulk entitlement listed in subclause 7.4, and the Melbourne Storage Manager:
 - (i) when the risk of Eildon Dam spilling has passed;
 - (ii) when Eildon Dam has commenced to spill;
 - (iii) when the available water resources have been reduced under sub-clause 10.3; and
 - (iv) of the volume by which the available water resources have been reduced.

11. DIVERSION LIMIT

- 11.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may only divert water from the Goulburn River at the specified off-take point:
 - (a) up to a maximum of 75,000 ML in any year, in accordance with sub-clause 7.2; and
 - (b) when the flow of the Goulburn River as measured at the specified monitoring point is at least 300 ML per day; and
 - (c) when the daily diversion rate of the Sugarloaf Pipeline does not exceed 360 ML per day; and
 - (d) if all the water taken is met through controlled, pre-ordered releases of the modernisation water savings from Eildon Dam.
- 11.2 Subject to the maximum daily diversion rate established in sub-clause 11.1(c), the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may vary the daily diversion rate:
 - (a) in accordance with sub-clause 11.3; or
 - (b) in any other way, with the prior written agreement of the Goulburn-Broken Catchment Management Authority
- 11.3 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, may increase or decrease the daily diversion rate by up to:
 - (a) 75 ML per day when the flow in the Goulburn River at the specified monitoring point is between 300 and 799 ML per day;
 - (b) 120 ML per day when the flow in the Goulburn River at the specified monitoring point is between 800 and 1,499 ML per day; and
 - (c) 180 ML per day when the flow in the Goulburn River at the specified monitoring point is 1,500 ML per day or greater.
- 11.4 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, must advise the Melbourne Storage Manager, the Goulburn Storage Manager, the Resource Manager and the Department in writing of any variation to the daily diversion rate agreed with the Goulburn-Broken Catchment Management Authority under sub-clause 11.2(b).

PART 4 – GENERAL CONDITIONS AND PROVISIONS

12. OPERATING ARRANGEMENTS

- 12.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, the Melbourne Storage Manager and the Goulburn Storage Manager must endeavour to agree on operational arrangements for the supply of water under this entitlement, together with the bulk entitlements listed in sub-clause 7.4.
- 12.2 If the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, the Melbourne Storage Manager and the Goulburn Storage Manager have not reached agreement under sub-clause 12.1 within twelve months of the date of this Order, any party may give written notice to the other parties requiring the matter to be determined in accordance with clause 15.

13. MANAGEMENT ARRANGEMENTS

- 13.1 The Authority, together with the holders of bulk entitlements listed in sub-clause 7.4, must, within three months of the commencement of this Order, review and if necessary amend the current agreed arrangements for the collaborative management of the Melbourne retail authorities' bulk entitlements to ensure the collaborative management of this bulk entitlement between themselves and
 - (a) the Melbourne Storage Manager; and
 - (b) the Melbourne Bulk Transfer System Operator.

14. TRANSFER OF ENTITLEMENT AND ADJUSTMENT OF SCHEDULES

- 14.1 Subject to s 46 of the Act and sub-clause 14.2 of this Order, and with the agreement of the holders of bulk entitlements listed in sub-clause 7.4, this bulk entitlement may be transferred
 - (a) temporarily or permanently;
 - (b) in whole or in part;
 - (c) for any purpose, including an in-stream use of water.
- 14.2 The Minister may, on the application of the Authority together with the holders of bulk entitlements listed in sub-clause 7.4, at any time, alter any provision of this Order to reflect transfer of this or any other bulk entitlement by the Authority together with the holders of bulk entitlements listed in sub-clause 7.4.
- 14.3 An application under sub-clause 14.2 must set out
 - (a) the objectives of, and reasons for, the proposed amendment;
 - (b) the results of an assessment of the likely effect of that amendment on both the security of primary entitlements and the environment, if any.
- 14.4 The Minister may
 - (a) approve part or all of any application under sub-clause 14.2; or
 - (b) require the Authority, together with the holders of bulk entitlements listed in subclause 7.4, to –
 - (i) provide further information; and
 - (ii) re-submit the application in a different form; or
 - (c) not approve the application.

15. DISPUTE RESOLUTION

- 15.1 If a difference or dispute arises between the Authority, the Melbourne Storage Manager, the Goulburn Storage Manager, the Goulburn Entitlement Holder, or the Resource Manager, or any of them, concerning the interpretation or application of this Order, a party may give written notice to another party requiring the matter to be determined by an independent expert.
- 15.2 If a difference or dispute arises between the Authority and another bulk entitlement holder, concerning the interpretation or application of this Order, the Authority may give written notice to the other bulk entitlement holder requiring the matter to be determined by an independent expert.
- 15.3 If a difference or dispute arises between the Authority and another bulk entitlement holder, concerning the interpretation or application of this Order, and the other bulk entitlement holder gives written notice to the Authority requiring the matter to be determined by an independent expert, the Authority must comply with the notice.
- 15.4 The notice requiring that the matter be determined by independent expert may be given no sooner than 14 days after the matter has arisen. The independent expert may only commence to determine the matter a further 14 days after the giving of that notice.
- 15.5 The independent expert will be either
 - (a) a person agreed to by the parties to the difference or dispute; or
 - (b) if the parties cannot agree, a person nominated by the President of the Institute of Arbitrators and Mediators, Australia.
- 15.6 The independent expert must reach a conclusion on the matter within 30 days of it being referred, but has power to extend the period for reaching a conclusion on the matter by a further 30 days.
- 15.7 The independent expert must send a copy of the conclusion and its supporting reasons to each party to the difference or dispute.

- 15.8 In any difference or dispute to which the Minister is a party
 - (a) the independent expert must express the conclusion as a recommendation; and
 - (b) the Minister must consider any recommendation made under sub-clause 15.8(a) before deciding whether there are grounds for issuing a notice of contravention under s 47A of the Act.
- 15.9 In any difference or dispute to which the Minister is not a party, any conclusion by an independent expert is final and binding on the parties.
- 15.10 The Authority may request the Minister to determine the apportionment of the costs of and incidental to every reference, including the costs of the independent expert.

PART 5 – DEMONSTRATING COMPLIANCE

16. METERING AND MONITORING

- 16.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, is responsible for ensuring that the Melbourne Storage Manager meters how much water is diverted from the Goulburn River in each year, consistent with its metering requirements for other bulk entitlements in the Melbourne headworks system, and that this metering information is provided to the Resource Manager for the purposes of keeping the records or accounts set out in sub-clause 10.4.
- 16.2 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, is responsible for ensuring that the Melbourne Storage Manager monitors the flow of the Goulburn River immediately downstream of the specified off-take point, and that this monitoring information is provided to the Resource Manager.

17. REPORTING REQUIREMENTS

- 17.1 The Minister may require the Authority, together with the holders of bulk entitlements listed in sub-clause 7.4, to report on all or any of the following
 - (a) the status of this bulk entitlement including the amount of water taken by the Authority, together with the holders of bulk entitlements listed in sub-clause 7.4, from the waterway;
 - (b) any temporary or permanent transfer of all or part of this bulk entitlement;
 - (c) any amendment to this bulk entitlement;
 - (d) compliance with the bulk entitlement;
 - (e) any failures by either the Authority, or the Authority together with the holders of the bulk entitlements listed in sub-clause 7.4, to comply with any provision of this bulk entitlement; and
 - (f) any difficulties experienced or anticipated either by the Authority, or the Authority together with the other holders of the bulk entitlements listed in sub-clause 7.4, in complying with this bulk entitlement and any remedial action taken or proposed.
- 17.2 Any report made under sub-clause 17.1 must be made
 - (a) in writing, or in such electronic form as may be agreed between the Authority and the Minister; and
 - (b) within 14 days of receiving the Minister's written request, or such longer period of time as the Minister may determine.
- 17.3 The Authority must, in its Annual Report, report on each of the matters referred to in subclause 17.1.
- 17.4 If requested by the Resource Manager from time to time, the Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, must report on all or any of the matters set out in sub-clause 17.1.

17.5 Any report under sub-clause 17.4 must be made –

- (a) in such form as may be agreed between the Authority, together with the holders of bulk entitlements listed in sub-clause 7.4, and the Resource Manager; and
- (b) within such period of time as may be agreed between the Authority, together with the holders of bulk entitlements listed in sub-clause 7.4, and the Resource Manager.

18. DATA

- 18.1 The Minister will endeavour to ensure that all hydrological and other data required by the Authority to comply with this bulk entitlement are made available to the Authority.
- 18.2 The Authority must make available to any person, data collected by or on behalf of the Authority for the purpose of clause 16, subject to the person paying any fair and reasonable access fee imposed by the Authority to cover the costs of making the data available to that person.

PART 6 – COST SHARING ARRANGEMENTS

19. RESOURCE MANAGER COSTS

- 19.1 Subject to sub-clause 19.3, the Authority must pay the Resource Manager a fair and reasonable proportion of the costs incurred by the Resource Manager to
 - (a) make the seasonal determination for entitlement holders in the Goulburn System;
 - (b) prepare the Goulburn Basin Water Accounts;
 - (c) report on whether entitlement holders in the Goulburn Basin comply with the conditions of their bulk entitlements and/or environmental entitlements;
 - (d) report on disputes between entitlement holders in the Goulburn Basin;
 - (e) report on significant unauthorised uses of water in the Goulburn Basin;
 - (f) co-ordinate the process for application and implementation of the qualification of any rights to water made by the Minister during periods of declared water shortage under s 33AAA of the Act.
- 19.2 Subject to sub-clause 19.3, the proportion of costs referred to in sub-clause 19.1 is to be determined by the Resource Manager.
- 19.3 Where the Resource Manager provides a prescribed service for the purposes of s 4A of the Water Industry Act 1994, the charges to be paid by the Authority to the Resource Manager are to be determined by the Essential Services Commission in accordance with Part 1A of the Water Industry Act 1994.

20. WATER STORAGE COSTS

- 20.1 The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, must pay the Goulburn Storage Manager a proportionate share of the costs associated with the Goulburn headworks system.
- 20.2 Where the Goulburn Storage Manager provides a prescribed service for the purposes of s 4A of the **Water Industry Act 1994**, the charges to be paid by the Authority to the Goulburn Storage Manager are to be determined by the Essential Services Commission in accordance with Part 1A of the **Water Industry Act 1994**.

21. DUTY TO MAKE PAYMENTS

The Authority, together with the holders of the bulk entitlements listed in sub-clause 7.4, has a duty to make its payments for clauses 19 and 20, directly to the Resource Manager and the Goulburn Storage Manager.

Dated 14 January 2010

TIM HOLDING MP Minister for Water

Bulk Entitlement	Share of Resources
Bulk Entitlement (Goulburn System – South East Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Bulk Entitlement (Goulburn System – City West Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Bulk Entitlement (Goulburn System – Yarra Valley Water Limited) Order 2009	One-third of the water resources as determined under Part 3 of the bulk entitlement.
Total	100% of the water allocated to the Melbourne retail authorities from the Goulburn System.

SCHEDULE 1 – SHARE OF RESOURCES

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