

Water Act 1989

Terms for Delivery of Water (Conditions Determination)

1 July 2015 (updated 28 September 2016 and 26 May 2021)

#A4002296

Terms for Delivery of Water (Conditions Determination)

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Pursuant to the resolution of the Corporation's Board dated 24 June 2015, the Goulburn-Murray Rural Water Corporation makes the following determination with respect to delivering water in its irrigation districts.

PART 1 - PRELIMINARY

1. Authorising provision

This determination is made under section 227 of the *Water Act 1989*.

2. Commencement

This determination comes into effect on 1 July 2015.

3. Application

This determination applies to the delivery of water by GMW in the Goulburn-Murray, Nyah and Tresco Irrigation Districts from water delivery systems that have been declared under section 6A of the Act –

- (a) to serviced properties pursuant to section 222(1)(a) of the Act; and
- (b) to the extent that no inconsistent provision is included in any relevant agreement between GMW and the owner or occupier of a property, to properties referred to in section 222(1)(b) and (c) of the Act.

4. Definitions

- (1) In this determination -

Act means the *Water Act 1989*.

annual delivery allowance means the volume of the delivery share for a serviced property multiplied by a factor of –

- (a) 270, in the case of a property in the Murray Valley, Shepparton, Central Goulburn, Rochester, Campaspe, Loddon Valley and Torrumbarry Areas of the Goulburn-Murray Irrigation District; or
- (b) 365, in the case of the Nyah and Tresco Irrigation Districts and the Woorinen Area of the Goulburn-Murray Irrigation District.

associated works means only those works associated with a service point that are installed and owned by GMW for the purpose of delivering water to a serviced property.

GMW means the Goulburn-Murray Rural Water Corporation.

delivery share in relation to a serviced property means the volumes at which and periods during which GMW has determined water is to be delivered to that property, as recorded in the Victorian Water Register.

delivery system means -

- (a) the channels, pipes and other works;

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- (b) the natural and modified waterways and wetlands; and
- (c) any associated works,

which are used to provide the service of delivering water from river systems to properties in irrigation districts, customers outside irrigation districts and from one river system to another through the irrigation district.

flow rate means a flow rate determined under clause 13(1)(b).

Minister's Directions means the Directions on Delivery Entitlements made by the Minister on 20 June 2007.

service point means a point at which GMW makes water available for delivery to a serviced property, provided in accordance with Part 3.

termination fee means a fee calculated in accordance with recommendations of the Australian Competition and Consumer Commission and clause 13 of the Minister's Directions that is payable by the owner of a serviced property -

- (a) under section 224(5) of the Act to GMW for GMW determining to reduce the level of service to that property; or
- (b) under section 229(6) of the Act to GMW for GMW declaring that the property ceases to be a serviced property.

(2) For the purposes of clause 15(2), one part of a serviced property (**A**) is **contiguous** with another part of that serviced property (**B**) if –

- (a) A and B touch, or share a common boundary; or
- (b) another part of the serviced property links A to B.

A will not cease to be contiguous with B if any of the following occurs between them, or on or through one or both of them –

- (c) a railway, road or GMW's works;
- (d) a waterway (with or without Crown frontage);
- (e) common property within the meaning of the *Subdivision Act 1988* (Vic).

(3) Terms defined in the Act have the same meaning in this determination.

[The terms "declared water system", "irrigation district", "irrigation period" and "serviced property" are all defined in section 3 of the Act.]

5. Interpretation

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this determination, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to -
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

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- (ii) a document (including this determination) or agreement, or a provision of a document (including this determination) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a clause or subclause is to a clause or subclause of this determination;
 - (iv) a party to any document or agreement includes a successor-in-title, permitted substitute or permitted assign of that party;
 - (v) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of that person; and
 - (vi) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural and vice versa.
 - (c) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
 - (d) If an example is given of anything (including a right, obligation or concept) such as by saying it includes something else, the example does not limit the scope of that thing.
 - (e) If there is a conflict between any term or condition with respect to a serviced property that is entered on the Victorian Water Register pursuant to section 84W(a)(ii)(B) of the Act (a special condition) and any provision of this determination, the special condition prevails.
 - (f) A clause printed in italics is a note that summarises the effect of a provision in another document identified in that clause. It does not alter the effect of the provision to which it refers.

PART 2 – DELIVERY SHARES

6. Issuing a delivery share

- (1) An application for the issue of a delivery share, or for any other transaction referred to in this Part, must be-
 - (a) made in the relevant form referred to in GMW's *Application Kit for Delivery Share and Ceasing to be Serviced Property Transactions* and duly executed by the applicant; and
 - (b) accompanied by the relevant fee provided in clause 28.
- (2) GMW will consider and determine any application referred to in subclause (1) having regard to -
 - (a) whether, in GMW's opinion –
 - (i) the serviced property has ready access to GMW's delivery system;
 - (ii) the resulting delivery share attached to the serviced property would be greater than is reasonable;
 - (iii) the issue of the delivery share would have adverse effects on the delivery of water to other properties with delivery shares;

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- (iv) the issue of the delivery share would affect GMW's ability to provide effective and efficient delivery services;
 - (v) the serviced property is on part of GMW's delivery system that is or may be subject to change under proposed agreements with property owners or a reconfiguration plan, that would make it impractical for GMW to deliver water pursuant to the delivery share; and
- (b) any other matter that GMW considers to be appropriate.
- (3) As required by section 84W(a)(ii)(A) of the Act, GMW must record and maintain the record of the delivery share for a serviced property on the Victorian Water Register.
- (4) For the purpose of issuing a delivery share to a serviced property before a service point is provided and associated works are installed for that property, GMW may allocate a virtual service point to that property.
- (5) GMW is not required to provide a service point or install associated works for a property for which it has allocated a virtual service point under subclause (4).
- (6) If GMW issues, or the owner of a serviced property acquires, a delivery share which at any stage exceeds the existing capacity of the service points and associated works for that property, GMW is not required to increase the capacity of those service points and associated works.
- (7) GMW will not issue a delivery share if the resulting cumulative obligation of GMW to deliver water in that part of GMW's delivery system would exceed the rate or volume of delivery that GMW, from time to time in its own discretion, determines to be reasonable, given the capacity of that delivery system.
- (8) GMW will not issue a delivery share if the resulting volume of delivery share allocated to a serviced property will exceed what GMW reasonably considers to be appropriate for the effective and efficient irrigation of the irrigable land on that property.
- (9) If a serviced property has access to more than one of GMW's delivery systems, GMW will not issue more than one delivery share for that serviced property from each delivery system to which the property has access.
- (10) GMW will only deliver water pursuant to a delivery share, in accordance with the conditions set out in –
 - (a) this document; and
 - (b) any additional conditions specified by GMW in that delivery share.

7. Reserving a delivery share

- (1) The owner of a property in a GMW irrigation district may apply to GMW to reserve a delivery share for that property, to be delivered from that delivery system.
- (2) GMW may, after taking into account the number and capacity of existing and approved service points on the relevant part of the delivery system and the possible effect which subsequently issuing the reserved delivery share may have on the delivery of water to those service points, decide to reserve a delivery share for up to three years from the date of the reservation.
- (3) GMW will not deliver any water to a property pursuant to a delivery share reserved under subclause (2).

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- (4) GMW may, in accordance with this determination, issue a delivery share reserved under subclause (2) at the request of the property owner at any time during the period for which the delivery share has been reserved.
- (5) Where the property owner is in arrears (90+ days) on their account GMW reserves the right to cancel the Delivery Share reservation immediately

8. Transferring a delivery share

- (1) *Under section 226 of the Act, the owners of two different properties may apply to GMW to transfer some or all of a delivery share from one property (transferor property) to the other (transferee property).*
- (2) *Section 226(2) requires GMW to refuse an application unless each mortgagee of the transferor property has consented to the transfer.*
- (3) *Clause 11 of the Minister's Directions requires GMW to approve an application under section 226 unless -*
 - (a) *relevant parts of the properties do not have access to the same GMW delivery system;*
 - (b) *GMW considers that the resulting delivery share attached to the transferee property would be greater than is reasonable;*
 - (c) *GMW considers that the transfer would have adverse effects on the delivery of water to other properties with delivery shares;*
 - (d) *GMW considers that the transfer would affect its ability to provide effective and efficient delivery services;*
 - (e) *the transferee property is on part of GMW's delivery system that is or may be subject to change under proposed agreements with property owners or a reconfiguration plan, that would make it impractical for GMW to deliver water pursuant to the transferred delivery share;*
 - (f) *any consents of mortgagees required by section 226(2) of the Act have not been obtained.*
- (4) GMW will not approve an application to transfer a delivery share if the resulting cumulative obligation of GMW to deliver water in that part of GMW's delivery system would exceed the rate or volume of delivery that GMW, from time to time in its own discretion, determines to be reasonable, given the capacity of that delivery system.
- (5) If GMW approves an application to transfer a delivery share, it may attach special conditions to the resulting delivery share for either or both properties in order to:
 - (a) reduce or avoid any adverse effects which making the transfer may have on GMW's ability to deliver water to other service points on the relevant part of GMW's delivery system;
 - (b) reduce or avoid any potential adverse effects on the environment;
 - (c) ensure that any connection between GMW's delivery system and the transferee property is adequate;
 - (d) deal with any other matters which, in GMW's opinion, should be the subject of a special condition.

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9. Varying a delivery share

- (1) *Section 224 of the Act allows the owner of a serviced property to apply to GMW to vary the delivery share for the property. Section 225 of the Act allows GMW to vary a delivery share on its own initiative, although clause 10 of the Minister's Directions limits the circumstances in which that power can be used.*
- (2) GMW will consider and determine any application to vary a delivery share having regard to –
 - (a) whether, in GMW's opinion –
 - (i) the serviced property has ready access to GMW's delivery system;
 - (ii) the resulting delivery share attached to the serviced property would be greater than is reasonable;
 - (iii) the varying of the delivery share would have adverse effects on the delivery of water to other properties with delivery shares;
 - (iv) the varying of the delivery share would affect GMW's ability to provide effective and efficient delivery services;
 - (v) the serviced property is on part of GMW's delivery system that is or may be subject to change under proposed agreements with property owners or a reconfiguration plan, that would make it impractical for GMW to deliver water pursuant to the delivery share;
 - (vi) the consent of any mortgagee of the serviced property has been obtained; and
 - (b) any other matter that GMW considers to be appropriate.
- (3) If an application under section 224 of the Act requests GMW either -
 - (a) to increase the delivery share attached to a property; or
 - (b) to re-apportion deliveries pursuant to clause 19,

GMW will only vary the relevant delivery shares if it considers that so doing will not adversely affect GMW's ability to deliver water to other service points on the relevant part of GMW's delivery system.
- (4) GMW will not approve an application made under section 224 of the Act if the resulting cumulative obligation of GMW to deliver water in that part of GMW's delivery system would exceed the rate or volume of delivery that GMW, from time to time in its own discretion, determines to be reasonable, given the capacity of the delivery system.

10. Increasing a reduced delivery share

If GMW has varied a delivery share under either section 224 or 225 of the Act by reducing deliveries for the purpose of irrigation, GMW will not subsequently increase deliveries for the purpose of irrigation unless and until the owner of the relevant property -

- (a) takes every action specified by GMW for the purpose of increasing deliveries for the purpose of irrigation; and
- (b) pays all costs associated with increasing such deliveries.

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11. Cancelling a delivery share

- (1) *Section 229(1) of the Act allows the owner of a serviced property to apply to GMW to declare that property not to be a serviced property.*
- (2) *Section 161J of the Act allows GMW to declare a serviced property not to be a serviced property pursuant to a reconfiguration plan adopted by GMW under section 161F of the Act.*
- (3) A person who proposes to make an application referred to in subclause (1) must first apply to GMW to vary the volume of delivery share for that property to 0.00 ML/day.
- (4) If GMW approves an application referred to in subclause (3), it may declare the property not to be a serviced property.
- (5) Where GMW makes a declaration referred to in subclause (1) or (2), any delivery share with respect to the property ceases to exist and GMW will alter the Victorian Water Register accordingly when the declaration comes into effect.
- (6) Where serviced properties are consolidated, or a serviced property is subdivided, GMW may, upon application by the owner, cancel any delivery share relating to one or more of the serviced properties, if the circumstances so require.

12. Where a delivery share has been cancelled

After making a declaration referred to in clause 11(2) or (4), GMW will not subsequently –

- (a) declare the property to be a serviced property under section 144 of the Act; or
- (b) issue a delivery share in respect of that property; or
- (c) deliver water to a service point for that property,

unless and until the owner of the property –

- (d) takes every action specified by GMW for the purposes of recommencing deliveries for the purpose of either or both domestic and stock supply and irrigation; and
- (e) pays all costs associated with recommencing those deliveries, as determined by GMW.

PART 3 – SERVICE POINTS, FLOW RATES AND ASSOCIATED WORKS

13. Providing a service point, determining a flow rate and installing associated works

- (1) GMW will –
 - (a) provide a service point; and
 - (b) determine a flow rate; and
 - (c) install associated works that GMW considers appropriate to deliver that flow rate,

for each serviced property to which a delivery share is attached at the property owners cost (unless agreed otherwise).

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- (2) GMW will determine the location of every service point, the flow rate and the location, capacity and other attributes of any associated works, at its sole discretion.
- (3) GMW will determine a flow rate having regard to –
 - (a) any consultations between GMW and the owner of the relevant serviced property;
 - (b) any possible adverse effect on the delivery of water to other properties with delivery shares;
 - (c) the flow rate that GMW reasonably considers to be appropriate for the effective and efficient irrigation of the irrigable land on that property;
 - (d) the estimated costs to GMW of –
 - (i) installing associated works capable of delivering that flow rate; and
 - (ii) providing any other works that GMW may require to deliver water to the service point at that flow rate;
 - (e) the objective of GMW being able to deliver water to the relevant service point in accordance with the approved service levels set out in GMW's *Customer Charter*;
 - (f) such innovations in automation and control technology for water systems that GMW may adopt to enhance the efficient delivery of water;
 - (g) such other principles as may be determined by GMW from time to time; and
 - (h) any other matter that GMW considers relevant.
- (4) GMW will –
 - (a) record any flow rate determined for every service point for a serviced property in the Victorian Water Register; and
 - (b) include that flow rate in any information statement given with respect to that serviced property under section 158 of the Act.
- (5) If GMW decides to install associated works, GMW will carry out any work necessary to install those works.
- (6) Unless GMW otherwise determines and except as provided in subclause (7) –
 - (a) any works associated with a service point that are not associated works within the meaning of clause 4(1) must be –
 - (i) authorised by a Private Works Licence granted by GMW;
 - (ii) installed by GMW (unless agreed otherwise); and
 - (iii) maintained, repaired and replaced to the satisfaction of GMW, at the owner's cost; and
 - (b) GMW may recover the costs referred to in paragraph (a) from the owner, either as a payment required under Division 6 of Part 13 of the Act, or as a fee or charge imposed under Division 5 of that Part.

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- (7) GMW owns and will install, maintain, repair and replace any meter to measure water delivered by GMW, except as provided in clause 17(11).
- (8) Where a virtual service point has been allocated to a serviced property under clause 6(4) and the owner has chosen not to have the service point provided and associated works installed, if GMW subsequently receives a request to provide the service point and install associated works, GMW -
 - (a) may decide whether or not to do so, in its sole discretion; and
 - (b) if it does decide to provide the service point, determine a flow rate and install associated works, may require the owner to meet all costs incurred by GMW in providing the service point, determining the flow rate, and installing the associated works.
- (9) If GMW provides a service point, determines a flow rate and installs associated works under this clause, GMW will not provide, or contribute to the cost of, any other works or rights of access which may be required between the service point and any place on the land where the owner or occupier may use, or wish to use, water delivered by GMW.

14. Altering the capacity of associated works and flow rate

- (1) GMW may alter either or both of –
 - (a) the capacity of associated works; and
 - (b) the flow rate determined by GMW with respect to those associated works, either –
 - (c) based on the 90th percentile of the flow rates taken through the associated works during the previous five completed irrigation seasons.; or
 - (d) in accordance with a reconfiguration plan adopted by GMW under section 161F of the Act.
- (2) In deciding whether to alter either or both of the capacity of associated works and the flow rate determined with respect to those associated works. GMW will take into account –
 - (a) any consultations between GMW and the owner of the relevant serviced property;
 - (b) any possible adverse effect on the delivery of water to other properties with delivery shares;
 - (c) the rates of flow and patterns of use for deliveries to the relevant service point/s within the last five completed irrigation periods;
 - (d) such flow rate as GMW reasonably considers to be appropriate for the effective and efficient irrigation of the irrigable land on that property;
 - (e) the capacity of, and any limitations to, the upstream delivery system;
 - (f) the rate of flow to the relevant service point that GMW considers it can reliably achieve;
 - (g) the estimated costs to GMW of –

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- (i) altering the capacity of those associated works to provide the relevant flow rate; and
 - (ii) providing or altering any other works of GMW that GMW may require to deliver water to the service point to meet the altered capacity of the associated works;
 - (h) whether the property owner is willing to bear all costs associated with altering the capacity of the associated works (unless agreed otherwise)
 - (i) the objective of GMW being able to deliver water to the relevant service point in accordance with the approved service levels set out in GMW's *Customer Charter*;
 - (j) such innovations in automation and control technology for water systems that GMW may adopt to enhance the efficient delivery of water;
 - (k) such other principles as may be determined by GMW from time to time; and
 - (l) any other matter that GMW considers relevant.
- (3) If GMW has previously reduced the capacity of associated works, or altered the flow rate with respect to those associated works, GMW will not subsequently upgrade or increase the capacity of those works or increase the flow rate unless and until the owner of the relevant serviced property -
- (a) takes every action specified by GMW for the purpose of upgrading or increasing the capacity of the works or increasing the flow rate;
 - (b) pays all of GMW's estimated costs associated with upgrading or increasing the capacity of the works or increasing the flow rate; and
 - (c) agrees to meet any additional costs actually incurred by GMW in upgrading or increasing the capacity of the works or increasing the flow rate.
- (4) *Section 224 of the Act allows the owner of a serviced property to apply to GMW to vary the delivery share for the property. Section 225 of the Act allows GMW to vary a delivery share on its own initiative, although clause 10 of the Minister's Directions limits the circumstances in which that power can be used. One such circumstance is where a reduction in a delivery share is part of a reconfiguration plan adopted by GMW under section 161F of the Act.*
- (5) Where GMW varies a delivery share pursuant to section 224 or section 225 of the Act, it may alter the capacity of relevant associated works or the flow rate commensurately with the variation of the delivery share.
- (6) The person applying for a variation of a delivery share under section 224 of the Act must meet any costs incurred by GMW under subclause (5).
- (7) If GMW varies a delivery share under section 225 of the Act, GMW will meet any costs incurred under subclause (5).

15. Altering the number or location of service points

- (1) Subject to subclause (2), GMW will only provide one service point for each serviced property, at a location determined by GMW.
- (2) Where parts of a serviced property are not contiguous, GMW may provide more than one service point for that serviced property, at locations determined by GMW.

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- (3) Prior to relocating a service point servicing a property, GMW will advise the owner of that serviced property of its decision to relocate that service point.
- (4) Where a serviced property has multiple existing service points, GMW will advise the owner of that property prior to removing any of those existing service points.
- (5) *As noted in subclause 14(4), sections 224 and 225 of the Act allow GMW to vary a delivery share subject to the qualifications mentioned in that subclause. These powers allow GMW to alter the number or location of service points for a serviced property, in a similar manner.*

16. Delivery of water to a service point

- (1) GMW will only deliver water to a property at a service point provided by GMW and recorded in GMW's *Irrigation Planning Module*.
- (2) The owner or occupier of a property may only take water delivered to that property by GMW at a service point referred to in subclause (1).
- (3) A person who does not comply with subclause (2) may be prosecuted for an offence against section 289 of the Act.
- (4) If GMW has installed a service point that, at any time, is shown in the Victorian Water Register as having 0.00 ML/day attached or apportioned to that service point –
 - (a) the owner of the serviced property must pay any annual or other charge imposed by GMW relating to that service point;
 - (b) GMW is not required to deliver water to that service point;
 - (c) GMW may, at the request of the owner and at its sole discretion, from time to time deliver water to that service point, except during a period of restriction;
 - (d) GMW may remove the service point and any associated works at any time, after giving the property owner one month's written notice; and
 - (e) GMW may, at its sole discretion, remove or decommission any other elements of the delivery system that GMW considers to be no longer required by it, as a result of taking any action under paragraph (d).

17. Measuring water delivered to a service point

- (1) GMW may, subject to subclause 13(7) and at its cost, supply, install, calibrate, maintain, repair and replace a meter to measure the volume of water taken by an owner or occupier from associated works.
- (2) GMW may determine the standard and specifications of any meter installed under subclause (1).
- (3) GMW owns any meter installed under subclause (1), (8) or (10).
- (4) Any person who maintains or attempts to maintain, or any in other way interferes with a meter installed under this clause, may be prosecuted for an offence against either or both of sections 288 and 289 of the Act, depending on the circumstances.
- (5) If a meter is fitted, or is required by GMW to be fitted, to associated works for a serviced property, a person must not take water delivered to the property by GMW except through that meter.

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- (6) A person who does not comply with subclause (5) or takes water through a meter which is not functioning in accordance with its specifications, may be prosecuted for an offence against section 289 of the Act.
- (7) The owner of a property may request GMW to install a meter of a different standard or specifications to those determined by GMW under subclause (2).
- (8) GMW may:
 - (a) decide whether or not to comply with a request made under subclause (7); and
 - (b) if it does decide to comply with the request, require the owner to meet all costs incurred by GMW in acquiring, installing, calibrating, maintaining, repairing and replacing the meter.
- (9) In subclauses (10) and (11), **delivery model private water scheme** and **supply model private water scheme** respectively have the same meaning as is set out in GMW's *Private Water Scheme (Syndicates) Establishment Guidelines*.
- (10) GMW will install, maintain, repair and replace any subsidiary meter used in a delivery model private water scheme.
- (11) The owner of the relevant serviced property must install, maintain, repair and replace any subsidiary meter used in a supply model private water scheme.
- (12) If no meter is installed pursuant to subclause (1), or a meter is not functioning, or is defective, or is not registering correctly, GMW will calculate the volume of water delivered to the property in accordance with either –
 - (a) such regulations as may be made by the Governor-in-Council pursuant to sections 324(1)(f) and (g) of the Act; or
 - (b) if no such regulations are made, GMW's *Measuring Water not by Meter Policy and Procedure*.

18. Testing water meters

- (1) If an owner or occupier reasonably suspects that a meter installed under this clause is registering incorrectly the person may request GMW, orally or in writing, to test the accuracy and reliability of the meter.
- (2) GMW will arrange for a meter to be tested within 10 business days after receiving a request under subclause (1).
- (3) GMW may remove a meter from a serviced property for the purpose of testing it.
- (4) Any test carried out under this clause will be made in accordance with the National Trade Measurement Regulations 2009 of the Commonwealth, to determine the accuracy of operation of the meter.
- (5) If GMW removes a meter under subclause (3) it must install a replacement meter at the time that meter is removed.
- (6) GMW will notify the person making a request under subclause (1) of the results of any test within 5 business days after completing the tests.
- (7) The cost of testing and recalibrating a meter under this clause must be borne by –
 - (a) GMW, if the meter is found to be defective or registering incorrectly;

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- (b) by the person making a request under subclause (1), if the meter is not found to be defective or registering incorrectly.

19. Apportioning deliveries between service points

Clause 8 of the Minister's Directions requires GMW to agree to a property owner's requests to apportion the volumes of water delivered to the property between service points on that property, in the way requested by the owner, but only if -

- (a) *meeting the request would not adversely affect the owners of other properties to which delivery shares are attached; or*
- (b) *GMW is not aware of any other reason why the requested apportionment should not be made.*

20. When GMW will deliver water

- (1) GMW will only deliver water to a serviced property -
 - (a) subject to subclause (2), during an irrigation period; and
 - (b) if the serviced property is -
 - (i) directly connected to GMW's works; or
 - (ii) connected to GMW's works in accordance with GMW's *Shared Service Point Policy*; or
 - (iii) connected to GMW's works pursuant to a Private Water Scheme that is established in accordance with GMW's *Private Water Schemes (Syndicates) Establishment Guidelines*; or
 - (c) if GMW is satisfied that the owner of the serviced property has arranged to have appropriate and continuing legal rights of access to enable the passage of water to the serviced property over any intervening land between the service point and the serviced property.
- (2) (a) GMW may, at its sole discretion, decide to deliver water to a service point other than during an irrigation period, if the owner of the relevant property so requests.
 - (b) If GMW delivers water in accordance with paragraph (a) –
 - (i) GMW must estimate the volume of system losses attributable to that delivery and subtract that volume from the water allocation of the owner of the relevant serviced property;
 - (ii) the owner of the serviced property must meet any additional costs incurred, and any charges imposed, by GMW as a result of delivering water under paragraph (a); and
 - (iii) the owner of the serviced property must comply with any other conditions determined by GMW.
- (3) GMW may decide not to deliver water to a service point for a property if GMW reasonably considers that -

Terms for Delivery of Water (Conditions Determination)

- (a) the total volume of water to be delivered to serviced properties on the relevant part of GMW's delivery system is insufficient at the relevant time for GMW to operate all or part of that delivery system effectively; or
 - (b) it is necessary to ration deliveries, or to impose other restrictions on deliveries –
 - (i) in order to limit the loss of water from the delivery system; or
 - (ii) because of other factors that adversely affect the capacity of GMW's delivery system; or
 - (c) there is a risk that GMW's officers or contractors will be unable to have safe access to the serviced property to carry out GMW's functions; or
 - (d) if at any time GMW considers that it no longer has the continuing legal rights of access referred to in subclause (1)(c).
- (4) If GMW ceases to deliver water to a serviced property for a reason mentioned in subclause (3)(d), GMW may request the owner of the serviced property to apply to GMW to transfer, or to cancel, the delivery share issued in relation to the serviced property.
- (5) *Section 231 of the Act gives GMW other powers to -*
- (a) *reduce or restrict the period over which water is delivered; or*
 - (b) *discontinue the delivery of water,*
- for several reasons, including -*
- (c) *if GMW is unable to deliver water because of insufficient capacity in its delivery system;*
 - (d) *where any private works for delivering water for the property are inadequate or not properly constructed or maintained; and*
 - (e) *where the owner of a serviced property has refused or failed to pay any money due to GMW for the delivery of water to that serviced property.*
- (6) *Under section 64GB(3) of the Act, GMW may, during an irrigation period, determine that additional water may be made available if it is of the opinion that additional water is available in the system.*

21. Making a delivery determination

- (1) *Clause 6(d) of the Minister's Directions requires GMW, when fixing or varying a delivery share, to express the volume at which and period for which it will deliver water to a property in megalitres per day.*
- (2) If, for technical or other reasons, GMW considers it is not appropriate to express the volume and period referred to in subclause (1) in megalitres/day, it may express the volume and period in some other way.
- (3) The volume of delivery share entered in the Victorian Water Register with respect to a serviced property represents the minimum daily rate at which GMW has determined water will be delivered to the property over the irrigation period, if water was to be delivered on each day of the irrigation period, and is the basis for sharing water deliveries during rationing.

Terms for Delivery of Water (Conditions Determination)

- (4) The flow rate determined under clause 13(1) with respect to a property represents the rate at which water will usually, but not always, be delivered to, and may be used at, the property on days when irrigation occurs.
- (5) GMW may, in addition to recording the delivery rate referred to in subclauses (1) and (2) in the Victorian Water Register, also record the flow rate determined for each service point on a serviced property in the Victorian Water Register.
- (6) If GMW at any time delivers water to a service point at a rate that exceeds or differs from the flow rate determined by GMW –
 - (a) GMW does not thereby represent that it will deliver water at a rate other than that determined by GMW on any future occasion; and
 - (b) despite any other provision in this determination, GMW may alter the flow rate at any time to conform to or comply with –
 - (i) any conditions of service or supply determined by the Essential Services Commission (**ESC**) under the Water Industry Regulatory Order;
 - (ii) the provisions set out in GMW's water plan for the current regulatory period;
 - (iii) the provisions of the ESC's Rural Water Customer Services Code;
 - (iv) GMW's Statement of Obligations;
 - (v) any directions given by the Minister ; or
 - (vi) the provisions of the Act, or any other instrument made under the Act.

PART 4 – DELIVERY OF WATER

22. Consequences of unauthorised take where water allocation has been exceeded

If a person takes or receives water delivered by GMW that exceeds the available balance in the relevant allocation account -

- (a) GMW does not consent to the excess volume being taken or received;
- (b) GMW does not represent that water taken or received in excess of the volume in the allocation account with respect to the relevant property, will be delivered to that property on any other occasion;
- (c) GMW will take action in accordance with its Water Use Compliance Policy, which may include prosecution.

23. Ordering and scheduling deliveries

- (1) Customers who are required to place orders for water (see tables below) may take and use water after orders are approved on WaterLINE before the take and use occurs and strictly in accordance with the approved order.

When ordering, customers may be required to enter a meter read as part of the ordering process.

Terms for Delivery of Water (Conditions Determination)

Customers who are not required to order water can take water at any time during the irrigation season provided they:

- have unused entitlement or allocation;
- comply with any rations, rosters, restrictions or bans; and
- comply with all other conditions of their authorisations.

GMW will take action in accordance with its Water Use Compliance Policy, which may include prosecution.

[Instructions about using the WaterLINE ordering system are set out in GMW's Customer Charter.]

Gravity irrigation		
Service point type	Required water order notice	Required notice to amend water order
50mm or less	No order required	Not applicable
Greater than 50mm	48 hours*	15 minutes*

Pumped irrigation		
Service point type	Required water order notice	Required notice to amend water order
50mm or less	No order required	Not applicable
Greater than 50mm	No order required (unless required by GMW during a period of ration)	4 hours during a ration period

Regulated diversion		
Service point type	Required water order notice	Required notice to amend water order
50mm or less	No order required	Not applicable
Greater than 50mm	96 hours	4 hours

**In some cases notice period may be less*

- (2) If a person who is required to order takes, uses or diverts GMW's water without first placing and having an approved order for delivery or departs from an approved order without first obtaining GMW's prior approval, that person does so without the consent of GMW or any other authorisation under the Act or any other Acts and GMW may prosecute the person for an offence against the Act.
- (3) If at any time GMW considers that it may be unable to deliver all pending orders because of the limited capacity of part of GMW's delivery system, or for any other reason, GMW may –
 - (a) delay, bring forward, reduce the volume of, or otherwise alter the order placed by a person;
 - (b) have regard to the proportion which the rate of delivering the delivery share apportioned to the relevant service point bears to the total rate of delivering water in the relevant part of the delivery system in which congestion occurs, when determining how and when to deliver water ordered for delivery to that service point; and

Terms for Delivery of Water (Conditions Determination)

- (c) alter or adjust the order placed by the person in any other way that it considers appropriate.
- (4) GMW may not deliver water in accordance with an order placed by a person if –
 - (a) the order has not been placed correctly via the WaterLINE system; or
 - (b) GMW reasonably considers that any customer obligation specified in GMW's *Customer Charter* has not been observed by the person placing the order.

24. Meter Reads

GMW may require customers to enter meter reads from time to time.

25. Water quality

- (1) GMW will only deliver untreated water taken directly from its storage and delivery systems.
- (2) Water delivered by GMW may not be fit for use for any purpose that may directly or indirectly involve human consumption.
- (3) Water delivered by GMW may also not be fit for commercial uses such as washing vegetables, without further treatment by the person receiving or taking the water delivered by GMW.
- (4) GMW does not warrant, nor represent in any way, that water delivered by it under this determination is fit for any of the purposes mentioned in subclauses (2) and (3).
- (5) It is a condition of GMW delivering water under this determination that every person receiving, taking or using water delivered by GMW acknowledges and accepts each of the matters set out in subclauses (1) – (4) and (6).
- (6) Without limiting the effect of subclauses (1) – (5), GMW is not required to notify any person about any use by GMW of chemicals, including herbicides and pesticides, on or in any of GMW's assets or its delivery system, or the possible presence of such chemicals in water delivered by GMW.

PART 5 – RECONFIGURATION OF GMW ASSETS

26. Reconfiguring the delivery system

Despite any other provision in this determination, if at any time GMW reconfigures any part of the delivery system in a way that affects a serviced property, pursuant to either –

- (a) an agreement made with the owner of that serviced property; or
- (b) a reconfiguration plan adopted by GMW under section 161F of the Act,

GMW may alter, reduce or terminate the delivery of water to that serviced property in accordance with that agreement or reconfiguration plan, as the case requires, and may take any action it considers appropriate in relation to any service point, associated works, flow rate, delivery share or other aspect of the delivery of water, in order to implement, or as a consequence of, that agreement or reconfiguration plan.

Terms for Delivery of Water (Conditions Determination)

PART 6 – FEES

27. When fees are payable

- (1) GMW will not perform any action or provide any service referred to in this determination unless and until the person whom GMW requires to pay any fee fixed by GMW with respect to that action or service has either paid that fee or made arrangements acceptable to GMW to pay that fee.
- (2) Fees referred to in subclause (1) include -
 - (a) a fee for reserving a delivery share under clause 7;
 - (b) a fee for issuing a delivery share under clause 6;
 - (c) a fee for delivery services;
 - (d) a termination fee for reducing a delivery share under section 224 of the Act;
 - (e) a fee for increasing or restoring a delivery share under section 224 of the Act;
 - (f) a fee for transferring a delivery share under section 226 of the Act;
 - (g) a termination fee for declaring that a property is no longer a serviced property under section 229 of the Act;
 - (h) a fee for overusing allocation of water referred to in clause 22.

28. Consequences of not paying fees

- (1) *Clause 6.1 of the Customer Service Code allows GMW to suspend access to its water ordering system by any person who does not pay any fee on the due date.*
- (2) *Clause 6.2 of the Customer Service Code also allows GMW to take legal action or to restrict a delivery service in the circumstances set out in that clause.*
- (3) *Section 231(1)(e) of the Act allows GMW to reduce or restrict the period of delivery, or to discontinue delivery, if the owner of a serviced property has refused to pay delivery charges.*
- (4) *Section 151(1)(b) of the Act allows GMW to issue a notice of contravention to a person who fails to pay a fee referred to in subclause 24(1) above on the due date. Failure to comply with such a notice is an offence and can lead to GMW removing or disconnecting the delivery service to a property under section 151(3)(b) of the Act.*

PART 6 - TRANSITIONAL

29. Confirmation of existing arrangements

Any –

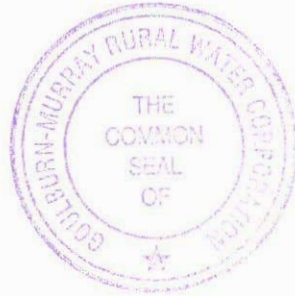
- (a) service point;
- (b) associated works;
- (c) delivery share or delivery determination; and
- (d) flow rate,


Terms for Delivery of Water (Conditions Determination)

installed, reserved, issued, made or determined, as the case requires, or purporting to be installed, reserved, issued, made or determined by GMW before this determination comes into effect, must be taken to have been installed, reserved, issued, made or determined under the provisions of this determination and takes effect subject to its terms.

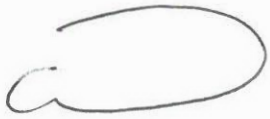
The common seal of the Corporation is affixed this 26th day of May 2021

The **COMMON SEAL** of **GOULBURN-MURRAY RURAL WATER CORPORATION** was affixed in the presence of:)
)
)





General Manager



Secretary