

RETAIL SUPPLY MANAGEMENT PLAN

BARANGAROO SOUTH

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Document Control

Rev	Date	Purpose	Issued By	Checked By	Approved By
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1	18/5/14	GU Manager review	AR	DS	AD
2	21/05/2015	Update for Billing Provider	AR	DS	DR
3	21/08/2016	General review & update	AR	DS	FH
4	13/4/2019	General review and update			
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Change Advice

Revision	Date Issued	Changes
0	09/01/2014	Document created as Draft for review
4	13/4/2016	<p>Changed documents into the new template</p> <p>Minor typographical errors corrected</p> <p>Updated registered address to Level 14, Tower 3 International Towers Barangaroo</p> <p>Amended references from Lendlease Green Utilities to Lendlease Living Utilities</p> <p>Inserted licence numbers for Retail Suppliers and Network Operator Licences</p> <p>Expanded definitions</p> <p>Updated conditions under licence</p> <p>Amended hours of contact for debt recovery to be in line with State and Federal guidelines</p> <p>Deleted Appendix 4 Risk Review</p>
5	10/6/2019	<p>General update</p> <p>Inclusion of NSW Health Incident Notification Protocol</p>
6	14/09/2020	<p>Document template updated</p> <p>Amended references from Lendlease Living Utilities to Podium Asset Services</p> <p>Website address updated</p> <p>Plan correspondence address – position title updated</p> <p>Updated Reverse Osmosis process references to Nano Filtration</p>

1. Introduction

This document provides a description of the policies and practices of Lendlease Recycled Water (Barangaroo South) Pty Limited (**LLRW**), that ensure the safety, technical and retail management of the Wastewater and Recycled Water infrastructure constructed, owned and operated by LLRW at Barangaroo, Sydney, New South Wales. As of 30th June 2020, LLRW is operated by Podium Asset Services (PAS), formerly Living Utilities.

This Plan is prepared in accordance with the Water Industry Competition (General) Regulation 2008 (the Regulation) Schedule 2 (Conditions for retail supplier's licences), Part 2 (Additional conditions for license for water supply) Section 8, (Retail Supply Management Plans). Accordingly, the scope of this Plan addresses the prescriptive requirements of the Regulation, Lendlease's retail management approach and the IPART audit guidelines as follows:

Planning:

The arrangements that the licensee (LLRW) has made in relation to:

- (a) the events & circumstances that could adversely affect the licensee's ability to supply recycled water and waste water services
- (b) the probability of the occurrence of any such event or circumstance
- (c) the measures to be taken by the licensee:
 - i. to prevent the occurrence, or minimise the effect, of any such event or circumstance, and
 - ii. to arrange for alternative supplies of water (excluded; refer 1.4 below), and
- (d) The arrangements that the licensee has made to ensure that it complies with:
 - i. its code of practice for customer complaints and its code of practice for debt recovery, and
 - ii. the IPART marketing code of conduct and the transfer code of conduct.

Implementation

The licensee:

- (a) must ensure that its retail supply management plan is fully implemented and kept under regular review and that all its activities are carried out in accordance with that plan, and
- (b) must, if the Minister so directs, amend its retail supply management plan in accordance with the Minister's direction.

Compliance

If the Minister or IPART so demands, or if any significant change is made to its retail supply management plan, the licensee:

- (a) must provide the Minister or IPART with a report, prepared by an approved auditor in such manner and form as the Minister or IPART may direct, as to the adequacy of the plan, or

- (b) must pay the Minister's or IPART's costs of conducting an investigation into the adequacy of the plan.

In the preparation of this plan LLRW has also considered IPART's Water Licensing Audit Guidelines for the purpose of assuring all stakeholders that this Plan and its associated controlling actions have the resilience and integrity required under Regulation.

This Retail Management Plan is available on Lendlease Barangaroo South's website: <https://www.lendleasepodium.com/operations-and-experience/podium-asset-services/>
Copies of this Plan are available via request to LLRW.

All correspondence in relation to this document should be directed to:

General Manager, Asset Management – Australia
Lendlease Recycled Water (Barangaroo South) Pty Ltd
Level 14, Tower Three, International Towers Sydney
Exchange Place, 300 Barangaroo Avenue
BARANGAROO NSW 2000
Email: llen@lendlease.com

2. Purpose

This Retail Supply Management Plan (Plan) has been prepared by Lendlease Recycled Water (Barangaroo South) Pty Limited (**LLRW**) for the Barangaroo recycled water scheme, located at Barangaroo South, Millers Point NSW pursuant to LLRW's obligation under its NSW Retail Supplier's Licence No 15_034R granted by the Minister for Water under section 10 of the Water Industry Competition Act 2006 (WICA) 13 July 2015 for the following specified water industry infrastructure:

- Infrastructure used for the production, treatment, filtration, storage, or conveyance of non-potable water, and
- Infrastructure for the treatment, storage, conveyance or reticulation of sewage

This Plan describes the risk management approach to the retail services and the operation and maintenance of the infrastructure to ensure reliable and safe performance in the event of adverse events or circumstances.

Document review

This document is only applicable and approved for use from the time of publishing.

The plan must be reviewed at the following times:

- a material change in the retail functions of the scheme;
- at the request of The Minister or IPART;
- as part of an investigation into a safety incident or near miss occurring on the scheme;
- whenever overarching legislation is changed;
- as a result of a license audit outcome;
- as internal policies or procedures change that have a material impact to this plan; and
- every three years.

LLRW is responsible for reviewing and updating the Plan. Any changes to the plan will be provided to IPART to ensure they maintain the most up-to-date version of the plan.

3. Scope

The Barangaroo Project, Sydney is a \$6bn urban transformation of the western edge of Sydney's central business district and will provide extraordinary benefits for Sydney, NSW and Australia that is due for completion in 2024*.

Lendlease, as Developer, is responsible for Barangaroo South (Project) – the southern 7.5 hectares of the Barangaroo Project. The Project is destined to become the greenest and most advanced financial district and the first large scale, carbon neutral precinct in Australia. With a mix of uses, including commercial, residential, retail and dining along with a new landmark hotel, on completion it will be home to around 1,200 residents, 23,000 office workers and more than 2.9 hectares of public space.

The Project will incorporate environmental, sustainable design initiatives with a view to achieving 6 Stars Green Star Certified Rating (version 3) as defined by the Green Star Office. The project will also target to achieve 5 Star NABERS Energy as defined by the National Australian Built Environment Rating System.

Lendlease is obligated under its arrangements with the Barangaroo Delivery Authority (BDA) to meet Climate Positive Benchmarks for the Barangaroo Works including undertaking and completing Infrastructure Works for the Barangaroo Project and specifically to provide the BDA with the ability to source recycled water for Headland Park and Stage 2 from the recycled water treatment plant.

The Climate Positive Benchmarks for water include the provision of infrastructure capable of:

- capturing, treating, storing, delivering and exporting an amount of recycled water which is not less than the amount of potable water which is used or is reasonably capable of being used in Premises to be located on Stages 1 & 2; and
- delivering recycled water to Stages 1 & 2 which is not less than the amount of potable water which is used or is reasonably capable of being used in built form (excluding any located in the Headland Park)

The Climate Positive Benchmarks are an important environmental commitment and are realized through the development and operation of a state-of-the-art water recycling plant. The recycled water plant captures wastewater streams and provides recycled water to the entire Barangaroo Project. The plant has sufficient capacity to have the potential to export outside of the precinct for the following uses:

- Toilet flushing
- Irrigation
- Cooling tower makeup (export customers)
- The Recycled Water Plant (RWP) serving the Barangaroo Project has been designed to produce approximately 1,065kL per day of recycled water. The detailed design of the plant

is described in the Infrastructure Operating Plan (refer) and includes the following summary components and unit processes:

- Receipt of sewage from Barangaroo South precinct
- Sewer Mining from Sydney Water Corporation (SWC) sewer main
- Grease Removal System
- Solids Screening System including macerating pumps
- Bioreactor System
- Membrane Bioreactor (MBR) System
- Nano Filtration
- Ultra Violet Light (UV) and Chlorine Disinfection Systems, and
- Ancillary tanks, pumps, piping, electrics, instrumentation and controls

The Infrastructure described above is presented diagrammatically in Appendix 1

In November 2013 Lendlease Recycled Water (Barangaroo South) Pty Ltd (“LLRW”) applied to IPART for a Network Operator’s Licence and a Retail Supplier’s Licence pursuant to the Water Industry Competition Act 2006 (Act).

The Network Operator’s License No 15_029 and Retail Supplier’s Licence No 15_034R were granted by the Minister of Water on the 28 February 2015 and 13 July 2015 respectively.

4. Definitions

Asset means the recycled water plant and infrastructure at the Barangaroo Project.

ACCC is the Australian Consumer and Competition Commission. It is an independent Commonwealth statutory authority whose role is to enforce the *Competition and Consumer Act 2010*.

ASIC is the Australian Securities and Investments Commission, and acts as Australia's corporate, markets and financial services regulator.

Barangaroo Project means the urban renewal of Barangaroo to a mixed use development delivering a Gross Floor Area of approximately 501,000 m² and some 11 hectares of Public Domain (including the Headland Park) as contemplated by the Concept Plan Approval for Lots 1-6 (inclusive) in DP 876514, Lot 7 DP 43776, Lot 100 DP83823, Lots 6-7 DP 869022.

Barangaroo Works means any parts of the Works, any Works Portions or any parts of Works Portions, which:

- (a) are Infrastructure Works
- (b) are Public Domain Works
- (c) is the BIC Works Portion (relating to the Barangaroo Innovation Centre)
- (d) is the Ferry Facility Works Portion; or
- (e) is agreed by the Authority and the Developer to be Barangaroo Works, or is otherwise taken to be Barangaroo

Concept Plan Approval means the instrument of approval entitled "Determination of the Barangaroo Concept Plan (MPA No. 06_0162)", approved by the Minister on 9 February 2007 and modified on 16 February 2009 and 11 November 2009, as further modified from time to time.

Climate Positive Benchmarks means:

(a) in the case of water: relevant infrastructure is delivered, commissioned and certified as being fully operational by an independent expert reasonably acceptable to the Authority (BDA) which:

- (i) by the first Climate Positive Relevant Date, is capable of capturing, treating, storing, delivering and exporting an amount of recycled water which is not less than the amount of potable water which is used or is reasonably capable of being used in Premises having an aggregate GFA of not less than (redacted) m²;
- (ii) by the second Climate Positive Relevant Date, is capable of capturing, treating, storing, delivering and exporting an amount of recycled water reasonably capable of being used in Premises having an aggregate GFA of not less than (redacted) m²;
- (iii) by the third Climate Positive Relevant Date for that Works Portion which has a GFA, when added to the GFA of all other Works Portions whose Climate Positive Relevant Date has previously occurred, of (redacted) m², is capable of:

- (iv) capturing, treating, storing, delivering and exporting an amount of recycled water which is not less than the amount of potable water which is used or is reasonably capable of being used in Premises having an aggregate GFA of the Developable GFA, and GFA of (redacted) m² to be located on Stage 2; and
- (v) delivering recycled water to Stage 2 which is not less than the amount of potable water which is used or is reasonably capable of being used in built form (excluding any located in the Headland Park) having an aggregate GFA of not less than (redacted) m²;

Climate Positive Contributions means the physical elements, required to achieve the Climate Positive Benchmarks, which form part of the Scoped Barangaroo Works.

Customer means the person or entity consuming the recycled water services provided at the Barangaroo Project and has a contractual relationship with the Owner.

Infrastructure Works means the relevant works described under the heading 'Infrastructure Works' in Schedule 6.

IPART is the Independent Pricing and Regulatory Tribunal of NSW, which has been set up to provide independent regulatory decisions and advice to protect the ongoing interests of the consumers and citizens of NSW.

Minister is the NSW Minister for Lands and Water.

Network Operator means the company responsible for operating the recycled water network and associated assets, under the Network Operator's Licence.

Operator means the company or companies contracted by the Owner to operate the networks which are part of the Barangaroo Project.

Owner is the owner of the assets which comprise the Barangaroo Project.

Project means the undertaking by the Developer of the following:

- (a) the design, funding, marketing and delivery of land and Buildings on the Site (excluding that part of the Site comprising any part of Hickson Road, Block 5 or Block 6)
- (b) the design, funding and delivery of the Barangaroo Works
- (c) subject to clause 16, the funding and delivery of the VMP Remediation Works, if the Developer is appointed under this deed to carry them out
- (d) subject to clauses 16 and 17, the funding and delivery of the Other Remediation Works and the Developer PDA Other Remediation Works; and
- (e) the funding and delivery of infrastructure to support the Site (excluding that part of the Site comprising any part of Hickson Road, Block 5 or Block 6).

Retail Suppliers Licence means the licence granted under the Water Industry Competition Act 2006 to allow the provision of retail utility services.

RWP means Recycled Water Plant.

Stage 1 means that part of the Barangaroo Project which comprises the Project.

Stage 2 means that part of the Barangaroo Project (which comprises 'stage 2' generally relating to Block 5, 6, 7 and 8);

WICA is the Water Industry Competition Act 2006 (NSW), and its associated amendments and regulations.

5. Other Conditions under Regulation and/or License

5.1 Conditions Under License

Schedule B under Retail Supplier's Licence No 15_034R prescribes a comprehensive list of standard conditions which the Minister has determined to impose pursuant to section 13(1)(b) of the Act as well as those obligations imposed by the Regulation:

- B1- Ongoing capacity to operate,
- B2 - Obtaining appropriate insurance,
- B3 - Maintaining appropriate insurance,
- B4 - Complying with NSW Health requirements,
- B5 – Complying with Audit Guidelines from IPART
- B6 - Reporting in accordance with the reporting manual,
- B7 – Reporting information in relation to the Register of Licences
- B8 - Provision of copy of Plans,
- B9 – Delineating responsibilities,
- B10 – Notification of changes to Authorised Person,
- B11 – Infrastructure to be used, and
- B12 – Notification of operation,

While the above conditions are not specifically required to be addressed under this Plan, these are required under licence and are listed for completeness and affirmation that LLRW will meet these conditions as applicable.

5.2 Conditions Under Regulation

In addition to this Plan LLRW as licensee must meet the following conditions under Regulation, Schedule 2 Parts 1 & 2 and to which LLRW commits to meeting as applicable to Licence No 15_034R unless directed otherwise by IPART or the Minister:

- Part 1
 1. Provision of information
 2. Implementation of government policy with respect to social programs
 3. Customers to be notified of translation of services
 4. Code of practice for customer complaints
 5. Code of practice for debt recovery
 6. Codes of conduct, and
 7. Environmental protection.
- Part 2
 1. This Retail supply management plan
 2. Non-potable water to match customer's needs
 3. Obligation not to over commit
 4. Notice of intended termination of supply of water
 5. Notice of water restrictions
 6. Matters to be contained on the licensee's website, and
 7. Water to be supplied under contract to small retail customers

While the above conditions are not specifically required to be addressed under this Plan, these are required under license so for the benefit of doubt and for completeness LLRW affirms it will meet these conditions as applicable.

6. Interconnecting Plans under the Regulation

This Plan forms part of a suite of plans required under the Regulation as part of LLRW's obligations as both a Retail Supplier (this requirement) and a Network Operator (not part of this Licence requirement) in relation to the water Infrastructure as follows.

6.1 Network Operator's Licence (2 plans)

1. **Infrastructure Operating Plan (IOP)** pursuant to the Regulation Schedule 1, Part 2, Section 6 and describes the design, construction, operation and maintenance of the water infrastructure and its integrity.
2. **Water Quality Plan (WQP)** pursuant to the Regulation Schedule 1, Part 2, Section 7 and describes the non-potable water quality integrity of the water infrastructure having regard to defined guidelines (Australian Guidelines for Water Recycling - AGWR1), the purposes for which water is to be used and for which water is not used (this plan).

6.2 Retail Supplier's Licence

1. **Retail Supply Management Plan** for water supply pursuant to the Regulation, Schedule 2 Part 2 (Additional conditions for licences for water supply) Section 8, (Retail Supply Management Plans).

7. Customer Commitment

LLRW is committed to:



Placing our customers at the heart of our operations

We value their individual persona's, we build open and honest relationships, we provide customers with the best solution based on their wants and needs.



"Making it easy" by delivering services that are seamless

We understand our customers journey and pain points and do what we can to remove the friction. We see things through and carry the load so our customers experience is seamless.



Building trust

By keeping our word and following through on our promises. It is vital we create a relationship founded on openness, honesty, respect and trust with our customers.



Empowering our people

To add value by connecting with our customers to make a positive difference to their day to day lives. By being proactive and finding the solutions, taking responsibility, accepting honest feedback and acting on it.

8. Stakeholders

This Plan refers to stakeholders, namely those persons, entities and authorities that have an interest in the infrastructure and supply of water under license. These stakeholders are listed below:

Stakeholder	Role
Barangaroo Development Authority (BDA)	Freehold owner of the Barangaroo Project site
Lendlease Millers Point Pty Ltd (LLMP)	Developer
Lendlease Building (LLB)	Project Managers for design and construction
City of Sydney Council (CoS)	Local Government Authority (LGA)
Lendlease Recycled Water (Barangaroo South) Pty Ltd (LLRW)	Owner and Operator of the scheme including the private network. WICA Licensee (Operating and Retail)
Commercial Occupiers, Public and Precinct resident's community	End-users of Wastewater and Recycled Water by LLRW
Independent Pricing and Regulatory Tribunal (IPART)	The independent economic regulator for NSW. In this case administers the WICA legislation. Reports to Minister of Water in relation to WICA license approval and ongoing audit and regulation of licensed activities.
Minister of Water & Department of Health	WICA Licence Approver. Supports the executive and statutory roles of the NSW Minister for Health and the Minister Assisting the Minister for Health (Mental Health and Cancer).
Department of Planning and Infrastructure	Administers environmental and water legislation other than WICA including noise and air quality (odour);
NSW Metropolitan Water Directorate	The Metropolitan Water Directorate: <ul style="list-style-type: none"> • leads a whole-of-government approach to water planning for greater Sydney and the lower Hunter • provides policy advice on water industry competition and reform • delivers recycling funding and support • and implements the Water for Life education and engagement program. • Administers the Water Act and Water Management Act

Energy and Water Ombudsman of NSW (EWON)	Manages complaints (except for water pricing) which the Licensee has not resolved to the satisfaction of the complainant which has referred the complainant to EWON.
Sydney Water (SWC)	Supplier of potable water, and wastewater discharge provider
Veolia	Principal contractor for the Operations and Maintenance of the Recycled Water Plant and network
Computershare	Customer relations and billing for the scheme

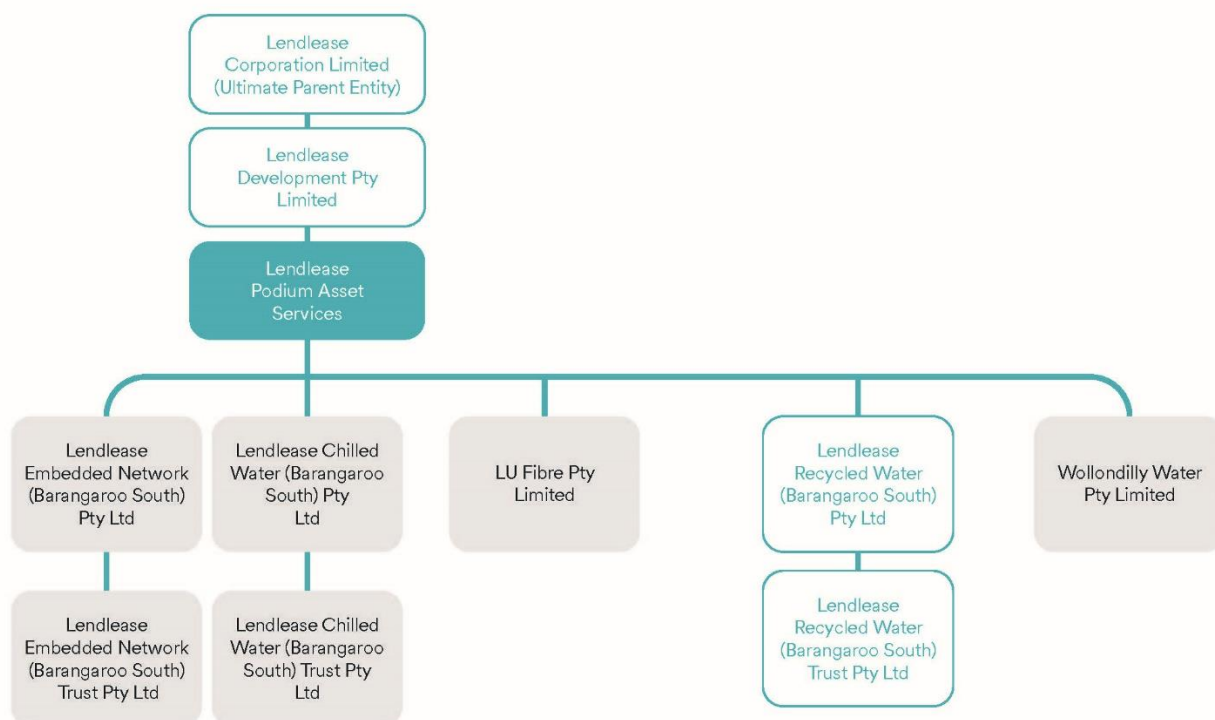
9. Corporate Structure and Commercial arrangements

Corporate Structure

LLRW is an SPV (Special Purpose Vehicle) business unit of Lendlease Development. The ultimate parent company being Lendlease Corporation, which is one of the leading development businesses in Australia.

The strength and depth within the Lendlease organisation will ensure all risks associated with the commercial and operational outcomes will be managed competently and diligently at all times. The below diagram graphically depicts the LLRW corporate structure.

LLRW - Commercial Structure



Commercial Agreement

A number of commercial and operational contractual agreements are implemented to ensure all parties understand and meet their obligations.

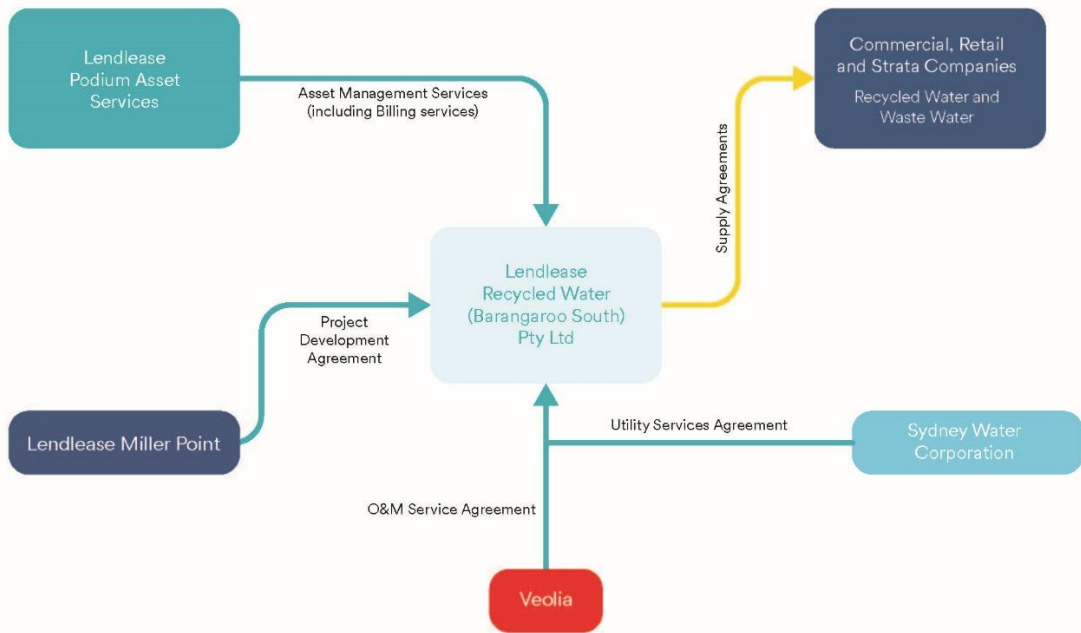
Supply/Wastewater agreements detail obligations to ensure the quality and quantity of Wastewater, Recycled Water and Trade Waste are processed through the network.

Long-term operations and maintenance agreements ensure the operator and owner work together for the benefit of the precinct. Strict Key Performance Indicators (KPIs) ensure the consumer receives the highest quality of product, combined with exceptional service delivery.

Utility Services Agreements (USA's) executed with Sydney Water Corporation ensure recycled water supply and waste services external to the private networks are maintained.

LLRW Commercial Agreements

LLRW - Commercial Structure



Podium Asset Services

Podium Asset Services (previously Living Utilities) provides Asset Management Services to LLRW for the management and business system capability required. PAS is a specialist utility infrastructure, asset owner and operator, with over \$110 million in assets under management.

Across its utility portfolio, PAS has engaged a specialist supplier that provides complete, end-to-end Customer Management and Managed Services and has demonstrated experience in supporting more than 750,000 end use customers across Energy, Gas and Water utilities across Australia. The supplier has operated in the utility services market in Australia for more than fifteen years and throughout that time have managed utility services for client partners including Alinta Energy, AusNet Services, Unitywater, Horizon Power, CS Energy, Q Energy, SunWater and many more.

Lendlease Millers Point

Lendlease Millers Point (**LLMP**) is the overall Developer responsible for the design and construction of the recycled water and wastewater scheme at Barangaroo.

Recycled Water Scheme O&M Operator

LLRW has engaged Veolia, to manage the operation of the recycled water scheme.

Across Australia, Veolia has over 20 long term operations contracts, involving more than 40 water and wastewater treatment plants, recycling over 600 megalitres a day, producing high quality treated water. Including its subsidiary United Water, Veolia has more than 865 employees providing water and wastewater services to up to 4 million people in Australia and New Zealand.

10. Codes

This section addresses the arrangements that LLRW and its Operator have made, or proposes to make, to ensure that each entity complies with:

- LLRW code of practice for customer complaints and LLRW code of practice for debt recovery, and
- The marketing code of conduct and the transfer code of conduct.

Codes of Practice

LLRW's code of practice for customer complaints (Appendix 2) is provided in the appendices and has been prepared pursuant to the Regulation, Schedule 2, Part 1, and Section 4 Code of practice for customer complaints and in conformance with AS ISO 10002-2006 Customer Satisfaction-Guidelines for complaints handling in organisations.

LLRW's code of practice for debt recovery (Appendix 3) is provided in the appendices and has been prepared pursuant to the Regulation, Schedule 2, and Part 1, section 5 Code of practice for debt recovery and in conformance with ACCC and ASIC Debt collection guideline for collectors and creditors.

Notably the Codes of Practice are generally applied in relation to small retail customers. Notwithstanding, LLRW or its Operator's codes of practice developed for all existing and proposed sewerage services and recycle water project will be generally applied as a matter of good business practice and governance.

Codes of Conduct

On the 27th July 2012 the minister for Finance and Services gazetted the **Marketing Code of Conduct and Transfer Code of Conduct**. LLRW commits to implementing and complying with the codes in its operations.

Accordingly, LLRW will;

- Not engage in misleading, deceptive or unconscionable conduct, whether by act or omission
- Not exert undue pressure on a Customer, nor harass or coerce a Customer
- Ensure information provided to a Customer is truthful and in plain language
- Ensure that information provided to individual Customer is relevant to that Customer's circumstances, and
- Provide only timely, accurate, verifiable and truthful comparisons.

Conditions Under License

LLRW will systematically manage and regularly review its risk profile at a strategic, operational and project level. LLRW have developed a risk management and compliance framework that determines the process and identifies tools for realizing its objectives, which is documented in the following pages of this plan.

LLRW is committed to:

- Conducting all of its business operations and dealings in full compliance with the law, and
- Ensure that all its employees understand what they must do so that LLRW achieves full compliance.

In order to deliver on its commitment to full compliance with the law, LLRW will;

- Establish and maintain governance, structures, management systems and controls that reflect the nature of the obligations and associate compliance risks
- Encourage and maintain a culture that values and supports compliance, through L&D, leadership, knowledge sharing
- Monitor the regulatory environment

- Assign to responsible managers to manage compliance to obligations
- Audit (internal and external), Monitor and Measure compliance, and
- Receive, investigate and Respond to complaints and reports of compliance issues.

11. Planning

The planning requirement of the Regulation, Schedule 2, Part 2, Clause 8 (1) requires this Plan to document the arrangements that the Licensee (LLRW) has made, or proposes to make, in relation to:

- (a) the events & circumstances that could adversely affect the licensee's ability to supply water
- (b) the probability of the occurrence of any such event or circumstance
- (c) the measures to be taken by the licensee:
 - i. to prevent the occurrence, or minimise the effect, of any such event or circumstance, and
 - ii. to arrange for alternative supplies of water in response to any such event or circumstance, and
- (d) The arrangements the licensee has made, or proposes to make, to ensure that it complies with:
 - i. its code of practice for customer complaints and its code of practice for debt recovery, and
 - ii. The marketing code of conduct and the transfer code of conduct.

Items (a) through (c) inclusive above immediately focus LLRW's approach and methodology applying proven Risk Management principles.

The sections thereafter address (a) through (c) sequentially, namely:

- the potential adverse events and circumstances
- their probability of occurrence
- the potential consequence of their occurrence, and
- the measures taken to minimise the impact of such occurrences including making arrangements for alternative supplies of potable water in substitution or recycled water for non-potable end-uses

Later sections under this Planning section address item (d) accordingly.

12. Conditions under Regulation and/or License

To create a sound basis for the development of the plant design and subsequent operations procedures for the Barangaroo scheme, Lendlease engaged Water Futures to undertake and facilitate a series of risk assessments.

The objective of these risk assessments was to identify the events and circumstances that could adversely affect the licencees ability to provide the required water services, and identify appropriate the appropriate controls to adequately manage and mitigate these risks.

Two workshops were held in order develop a comprehensive scheme risk assessment. The workshops took place on Thursday 12th September and on Tuesday 25th November 2014.

Attendees at the workshops are listed in Table 9.1 below

The scope of the workshops covered water services risks to customers, public health and the environment. Risks to related legal, commercial and regulatory requirements were also investigated.

Water services to be provided to Barangaroo include:

- Provision of sewerage services
- Recycling of sewage: both imported via sewer mining as well as that generated on site
- Supply of recycled water for non-potable dual reticulation uses within the Barangaroo Development
- Export of recycled water from Barangaroo for dual reticulation and cooling uses (later stages of scheme)
- Disposal of all treatment residuals, untreated sewage and any excess recycled water to Sydney Water wastewater network
- Billing, stakeholder, customer relations and retail management.

Table 9.1 – Attendance at Risk Workshops

Name	Role	Organisation	Workshop presence	
			#1	#2
Jessica Hanna	Technical Analyst	Independent Pricing and Regulatory Tribunal	Y	N
Santo Cannata	Senior Environmental Health Officer & Business Coordinator	South Eastern Sydney Public Health Unit	Y	N
Nanda Altavilla	Recycled Water Assessment Specialist	NSW Office of Water and Metropolitan Water Directorate.	Y	N
Robert Marr	Sydney Industry J Metro Branch	Environment Protection Authority	Y	N
Charlie Gauci	Manager, Inspection Strategy	NSW Fair Trading Plumbing Inspection and Assurance Services	Y	N
Andrew Matthews	Specialist Environmental Health Officer	City of Sydney Health and Building – North City Planning, Development & Transport	Y	N
Danielle Francis	Principal Adviser, Competition & Regulation	Sydney Water	Y	N
Matt Jessup	Managing Director (Flux Consultants)	For Barangaroo Delivery Authority	Y	N
Laze Kelepurovski	Infrastructure Manager, Barangaroo South	Lend Lease (various divisions)	Y	N
Chris Polin	Project Engineer, Barangaroo South		Y	Y
Andrew Boutchard	Development Manager		Y	Y
James Peterson	Development Manager J Operations		Y	N
Neil Wight	Commissioning Manager		Y	N
Chris Rust	Senior Designer J hydraulics		Y	N
Nick Fisher	Senior Project Manager – basement & infrastructure		Y	N
David Radford	Head of Living Utilities		Lend Lease Living Utilities	Y
Andrew Scerri	Sustainability Consultant	Y		N
Bob Norris	Sustainability Manager	Y		N
Duncan St Claire	Operations Manager	N		Y
Alban Delpy	Operations Manager Fairfield	Veolia	N	Y
Ines Fernandez	Not entered		N	Y
Phil Evans	Operations Manager Barangaroo		N	Y
Glen Millott	Engineering Manager	WJPS	Y	N
Ken Woods	NSW Service Manager		Y	N
Tom Carpenter	Infrastructure and asset management consultant	IQJAM	Y	N
Dan Deere	Water quality management consultant	Water Futures	Y	Y

The output of the risk management sessions is documented in the Water Futures document titled “Barangaroo Health and Env Risks V2”. The risk register created as an output of these workshops has been further developed as additional risks were identified. These risks are continually reviewed with the controls tested as part of LLRW’s assurance strategy.

Preventative Measures/Controls

This section addresses the preventative measures to be undertaken or controls to be put in place to prevent the occurrence, or minimise the effect, of the events or circumstances identified through the risk assessment process.

LLRW's approach aligns with AS/NZS ISO 31000:2009 as follows:

- Avoiding the risk by deciding not to start or continue with the activity that gives rise to the risk
- Removing the risk source; namely removing the potential for an adverse event or circumstance
- Changing the likelihood or risk of an adverse event or circumstance
- Changing the consequence or risk outcome, or
- Retaining the risk by informed decision.

Based on the output of the risk assessment a significant number of the resultant actions were eliminated through the design process or integrated into the construction of the plant. The remainder of the risk management actions were addressed in the following plans, protocols and contract documents:

- Operations and Maintenance Agreement (NSW) Recycled Water Plant
- Framework Agreement - Billing and Compliance Services
- Operational Agreement - Provision of Billing and Compliance Services for Barangaroo South Site
- Infrastructure Operating Plan (IOP)
- Water Quality Management Plan (WQMP)
- Barangaroo EHS Plan
- Emergency Response Plan
- Business Continuity Management Plan
- Utility Services Agreement
- Trade Waste Agreement
- Sewer Mining Agreement

Alternative Supply/Continuity of Service

In the event of any failure or unscheduled outage of the recycled water treatment infrastructure, due to an adverse event or circumstance, it is the responsibility of LLRW to ensure continuity of supply of sewage services and recycled water supply for both commercial and residential customers. Significant redundancy (see Figure 9.3) has been built into the recycled water infrastructure to allow:

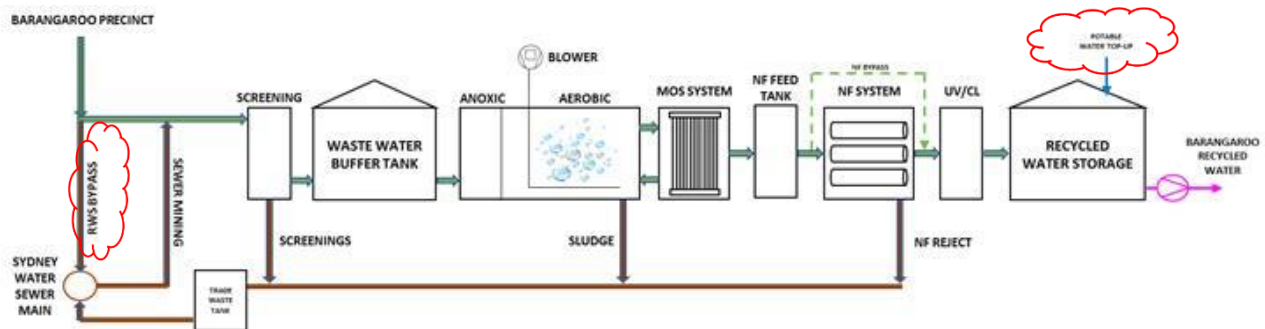
- Replacement of recycled water using potable water "Top Up" of recycled water storage tank.
- Bypass of the RWP and direct discharge of sewer flows into Sydney Water wastewater network (Hickson Rd connection point) during periods of plant unavailability.
- Sewer mining of Sydney Water wastewater network (Hickson Rd connection point)

All project agreements reflect these contingency arrangements and the following communications protocols have been established to govern these events:

- Coordination Protocol – LLRW & SWC
- Operations Protocol A – LLRW & Veolia
- Operations Protocol B – LLRW & Customer
- Operational Agreement – LLRW & LU

LLRW has established Emergency Response and Business Continuity Management Plans to manage continuity of service events.

Figure 9.3 Redundancies for Continuity of Supply



Department of Health NSW – Incident Notification Protocols

In March 2019 LLRW undertook a series of meetings to identify and improve the communication protocol with Department of Health NSW. The meetings included site tours to allow Health members to better understand the scheme. The LLRW > Health Incident Notification protocol (Appendix 4) identifies the causes and times in which the Licensee agrees to notify NSW Health as soon as reasonably practicable yet in accordance with the IPART reporting procedure (form A and B).

It remains the responsibility of LLRW to notify Health of any issues in accordance with the protocol.

Community Education

The Wastewater Treatment System is a biological system vulnerable to damage from chemical discharges in the sewer being collected. Components within the treatment train, such as the membranes, can be damaged or blocked by illegal discharge of corrosive chemicals or oils and grease into the Wastewater.

A critical component of the operation of the recycled water plant is the education of the users. An ongoing comprehensive communication plan will be implemented addressing such things as:

- Illegal discharges into the sewer
- Education of customers with commercial food preparation areas, and approved cleaning agents
- Consequence from illegal discharge to sewer causing damage to the recycled water plant.
- Appropriate uses for recycled water
- Education regarding potential colour within the recycled water
- Best water management practices for users.

13. Implementation

This section affirms that LLRW as licensee:

- Ensures that its retail supply management plan is fully implemented and kept under regular review and, in particular, that all of its activities are carried out in accordance with that plan, and
- if the Minister so directs, will amend its retail supply management plan in accordance with the Minister's direction.

Implementation

This Plan will be implemented by LLRW on execution of its operation, service and maintenance agreement of the RWP following the D&C construction by Lendlease Building (LLB).

Prior to the implementation of this Plan and in a timely manner as applicable to each stakeholder LLRW will make available on its website this plan or make it available as applicable to all stakeholders.

In the case of those LLRW personnel responsible for implementing and administering this Plan, LLRW will ensure those responsible are made fully aware of the obligations required under this Plan and implement these accordingly.

Prior to commencement of commercial operations, LLRW will simulate the occurrence of potential adverse events or circumstances, to ensure that the planned actions are implemented in a timely and proper manner to mitigate the impact of these situations.

Should the treatment actions take longer than anticipated or other contingency circumstances arise, the fallback position will always be to shut down the RWP and provide potable water to its customers in lieu of recycled water.

Amendments

This Plan shall be formally reviewed in accordance with the document control section of the plan by LLRW.

Amendments to this Plan may be categorised as LLRW improvements, or those directed by the Minister. In any event, the revised Plan shall be made publicly available via the LLRW website. In addition, this Plan may be amended as necessary following outcomes of site inspections and audit findings by LLRW, or any other authorised stakeholder.

14. Compliance

This section affirms that if the Minister or IPART so demands, or if any significant change is made to its retail supply management plan, LLRW as licensee:

- will provide the Minister or IPART with a report, prepared by an approved auditor in such manner and form as the Minister or IPART may direct, as to the adequacy of the plan, or
- will pay the Minister's or IPART's costs of conducting investigation into the adequacy of the plan.

IPART Audit

This Plan may be audited by IPART or its representative at any time pursuant to IPART's Audit Guideline Water License Audits, Water — Guidelines, September 2009 or as amended and accessible from IPART's website.

LLRW Audit

All LLRW personnel must perform their duties lawfully and in accordance with Lendlease and LLRW policies. Even so, all business activities, products and services, including performing our core and support processes, carry a measure of risk.

It follows that ways of doing business have been identified to eliminate risk or mitigate risk to a level acceptable to Lendlease. The procedures and approaches for this are contained in LL's Risk Management Policy; namely, procedures include the applicable risk management tools and the level of checking and verification required to properly conduct business.

Lendlease's Corporate Compliance Group has been established to provide a level of assurance to company shareholders that Lendlease is going about its business to meet its legal and contractual obligations, complying with its corporate procedures, mitigating its risks and meeting our corporate governance objectives as defined in its corporate policies.

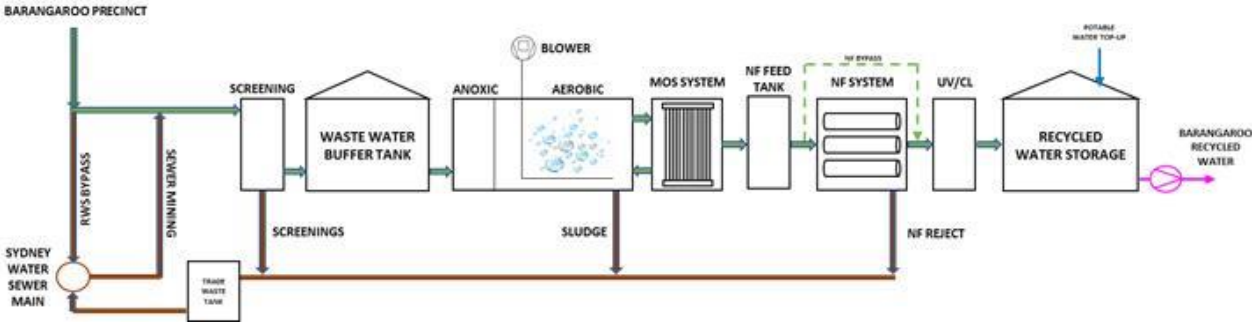
It follows that, in addition to IPART audits, pursuant to their Audit Guidelines, LLRW shall regularly audit this Plan, its companion plans (IOP and WQP) and the Service Agreement between LLRW and its Operator to ensure LLRW is meeting its obligations under each.

Audit Outcomes

For IPART audits, following the submission of the final audit report, LLRW may be required to take action to manage the audit outcomes. As prescribed in the IPART Audit Guidelines IPART will discuss the process for addressing any issues and the actions that the licensee proposes to take in response to the audit findings on a case-by-case basis.

For LLRW internal audits, LLRW will take immediate applicable corrective action to any non-conformance, observation of opportunity for improvement followed by review and investigation as necessary to determine cause and then put in place preventative actions to avert any reoccurrence of the non-conformance.

Appendix 1 – Process Block Flow Diagram



Appendix 2 – Customer Complaint Handling

CODE OF PRACTICE

CUSTOMER COMPLAINT HANDLING

Purpose

This code of practice provides a guideline for complaint handling by management and employees of;

- **Lendlease Recycled Water (Barangaroo South) Pty Limited** in relation to its Recycled water, potable water and trade waste services
- **Lendlease Chilled Water (Barangaroo South) Pty Limited** in relation to its Chilled water supply services
- **Lendlease Embedded Network (Barangaroo South) Pty Limited** in relation to its network charges to the electrical retailers
- **Operators of the Networks**

For ease, each entity nominated above will be known as Lendlease Green Utilities (LLGU) forthwith now operated by Podium Asset Services (formerly Living Utilities).

This code of practice is for LLGU internal use only.

Scope

Lendlease Green Utilities (LLGU) owns and operates the central infrastructure on the Barangaroo South precinct. As part of the operations LLGU and its entities have a series of supply agreements with its customers and electrical retailers.

In most cases our entities enter into separate Operator agreements of the networks, as such LLGU and its specialist Operators each commit to provide these services in accordance with this code of practice. LLGU and its Operator will share responsibility for customer communication, complaints handling and debt recovery. The split of responsibility is as follows:

- **LLGU** - All financial related customer interface matters including tariff setting and debt recovery
- **Utility Operator** - All operational related customer interface matters




This policy applies to all complaints from customers or other members of the community received by LLGU or its Operators.





Reference Standard

This code of practice conforms to and takes from *AS/ISO 10002—2006 Customer Satisfaction; Guidelines for complaints handling in organisations*, as published by Standards Australia.

Policy

LLGU and its Operators share common corporate goals of Customer Focus. We are committed to Customer Service Excellence including handling Customer complaints in relation to service, technical and financial matters. We assure our customers of this commitment through the following actions:

Customer Complaints Process Resolution	
<p>1</p>  <p>Receipt of Complaint</p>	<p>Receipt of complaints</p> <p>Upon receiving a complaint, the complaint will be recorded with supporting information and a unique identifier code given to the customer (Appendix 1). The record of the initial complaint will identify the remedy sought by the complainant and any other information necessary for the effective handling of the complaint. LLGU aims to resolve customer complaints at the first point of contact by providing a solution or negotiating an agreed course of action.</p>
<p>2</p>  <p>Assess the Complaint</p>	<p>Tracking of complaints</p> <p>The complaint will be tracked from initial receipt through the entire process until the complainant is satisfied or the final decision is made. An up-to-date status will be made available to the complainant upon request and at regular intervals.</p> <p>Initial assessment of complaint</p> <p>After receipt, each complaint will be initially assessed in terms of criteria such as severity, safety implication, complexity, impact, and the need and possibility of immediate action.</p> <p>Investigation of complaints</p> <p>Every reasonable effort will be made to investigate all the relevant circumstances and information surrounding a complaint. The level of investigation will be commensurate with the seriousness, frequency of occurrence and severity of the complaint.</p>
<p>3</p>  <p>Resolve</p>	<p>Response to complaints</p> <p>If it is not possible to resolve the complaint immediately, will provide an initial response within:</p> <ul style="list-style-type: none"> • 2 working days if the complainant has phoned or spoken directly to us, or • 5 working days if the complainant has written or sent an email and the matter cannot be responded to sooner by making contact with the complainant. <p>Initial responses can be:</p> <ul style="list-style-type: none"> • a solution presented to, and accepted by, the complainant or • intended course of action to resolve the complaint. <p>If the complaint cannot be resolved to the complainant's satisfaction, it will be escalated to the next level of management for resolution.</p> <p>Following an appropriate investigation, the applicable customer service provider will offer a response, for example correct the problem and prevent it happening in the future. If the complaint cannot be immediately resolved, then it will be dealt with in a manner intended to lead to its effective resolution wherever possible.</p>

<p>4</p>  <p>Feedback</p>	<p>Communicating the decision</p> <p>The decision or any action taken regarding the complaint, which is relevant to the complainant or to the personnel involved, will be communicated to them as soon as the decision or action is taken.</p> <p>Closing the complaint</p> <p>If the complainant accepts the proposed decision or action, then the decision or action will be carried out and recorded. If the complainant rejects the proposed decision or action, then the complaint will remain open. We will continue to monitor the progress of the complaint until all reasonable internal and external options of recourse are exhausted or the complainant is satisfied</p>
<p>5</p>  <p>Evaluate for Lessons Learned</p>	<p>Lessons Learned</p> <p>LLGU and its Operator will regularly review all complaints received and identify where improvements may be achieved to ensure the highest level of Customer Satisfaction.</p>
<p>6</p>  <p>Learn and Adapt Process and Systems</p>	<p>LLGU and its Operator will, where identified through its review process:</p> <ul style="list-style-type: none"> • Design and develop training • Review corporate Policy and Codes of Practice • Review communication techniques
	<p>Recourse to further action</p> <p>In the event a customer is not satisfied with the handling of their complaint, they will be advised of their right to raise their concerns with the Energy and Water Ombudsman of NSW (EWON) for external review. This option is also available to the customer at any time after first lodging their complaint with LLGU.</p> <p>Contact EWON on 1800 246 545 or at www.ewon.com.au</p>

Appendix 3 – Debt Recovery

CODE OF PRACTICE DEBT RECOVERY

Purpose

This code of practice provides a guideline for debt recovery by management and employees of;

- **Lendlease Recycled Water (Barangaroo South) Pty Limited** in relation to its Recycled water, potable water and trade waste services
- **Lendlease Chilled Water (Barangaroo South) Pty Limited** in relation to its Chilled water supply services
- **Lendlease Embedded Network (Barangaroo South) Pty Limited** in relation to its network charges to the electrical retailers

For ease, each entity nominated above will be known as Lendlease Green Utilities (LLGU) now operated by Podium Asset Services (formerly Living Utilities).

This code of practice is for LLGU internal use only.

Background

LLGU own and operate the central infrastructure on the Barangaroo South precinct. As part of the operations LLGU and its entities have a series of supply agreements with its customers and electrical retailers.

In most cases our entities enter into separate Operator agreements of the networks, as such LLGU and its specialist Operators each commit to provide these services in accordance with this code of practice. LLGU and its Operator will share responsibility for customer communication, complaints handling and debt recovery. The split of responsibility is as follows:

- **LLGU** - All financial related customer interface matters including tariff setting and debt recovery
- **Utility Operator** - All operational related customer interface matters

This policy applies to all complaints from customers or other members of the community received by LLGU or its Operators.

Licence Holder Obligation

Included

Pursuant to the above Regulation, LLGU shall:

- establish and comply with this code of practice for debt recovery
- provide copies of this code of practice to the Minister, IPART and to the Ombudsman (EWON), and
- keep its customers informed as to the provisions of this code of practice.

Not Included

This code of practice applies to persons that have a small retail customer (body corporates / householders) contract with LLGU for Trade Waste services, Recycled and/or Potable Water supply services and does not apply to tenants of customers (without derogating tenants' rights under law). This code also generally applies to large customers (e.g. Commercial Office Tower).

Guiding Principles

This code of practice conforms to and takes from ACCC and ASIC Debt Collection Guideline: for collectors and creditors as published by the ACCC and ASIC in October 2005 and reprinted in April 2010.

Notably the ACCC/ASIC guideline is specifically developed for Debt Collection Agencies whereas this code of practice is for reference by LLGU appointed personnel for handling debt recovery by LLGU. Only when this code of practice is followed through to completion and debt remains shall LLGU transfer debt recovery to a

third party debt Collection Company.

Practical Guidance

Contact for a reasonable purpose only

Communications with the debtor must always be for a reasonable purpose and should only occur to the extent necessary. It is considered necessary and reasonable for LLGU to contact a debtor to:

- give information about the debtor 's account
- convey a demand for payment
- accurately explain the consequences of non-payment, including any legal remedies available to the collector/creditor, and any service restrictions
- make arrangements for repayment of a debt
- put a settlement proposal or alternative payment arrangement to the debtor
- review existing arrangements after an agreed period
- ascertain why earlier attempts to contact the debtor have not been responded to within a reasonable period, if this is the case. and
- ascertain why an agreed repayment arrangement has not been complied with, if this is the case

Making contact with the debtor

Under privacy laws, LLGU has an obligation to protect the privacy of debtors. When making direct contact, we must always ensure the person we are dealing with is the debtor. This must be done every time we make contact before you divulge any information about the debt, the process for its recovery or other confidential information.

The privacy limits on disclosing information to third parties apply to the debtor 's spouse, partner and/or family as much as they apply to other third parties. Having established the debtor 's identity, you should then identify who you are and whom you work for and explain the purpose of the contact.

We identify ourselves only by company name and enquirers first name and also give at least basic information about the debt, including the name of the creditor and any assignee of the debt, and details of the account and the amount claimed.

Hours of contact

We only contact the debtor or a third party at reasonable hours, taking into account their circumstances and reasonable wishes. The following are considered reasonable:

Contact Method	Periods	Times
By Phone, emails and fax	Monday to Friday	7.30am – 9.00pm
	Weekends	9.00am – 3.00pm
	Public Holidays	Nil
Face-to-Face (not by LLGU ; by third party collector only engaged by LLLU	Monday to Friday	9.00am – 9.00pm
	Weekends	9.00am – 3.00pm
	Public Holidays	Nil

There may be reasons why contact during the above times is unreasonable or contact outside of these times is reasonable. For instance, a debtor may ask that contact be made at other or more restricted times. This may be

for a range of reasons including but not limited to debtor is a shift worker, or is responsible for children and contact around meal times is not convenient or debtor does not wish to be contacted when other family members are present or other.

In these and other such cases, the reasonable wishes of the debtor should be respected, and contact limited to the times requested by the debtor. However, we may alter the time of contact if, after reasonable efforts over a reasonable period of time to contact the debtor during normal hours or at the times requested by the debtor, if we have not been able to do so.

Frequency of contact

Debtors are entitled to be free from excessive communications from collectors. Communications must always be for a reasonable purpose and should only occur to the extent necessary.

Unduly frequent contact designed to wear down or exhaust a debtor, or likely to have this effect, constitutes 'undue harassment' or coercion and is contrary to this code of practice. This is particularly likely if a number of phone calls or other contacts are made in rapid succession.

Location of contact

In most cases, the debtor's home will be the appropriate place to contact a debtor, with contact by letter or telephone generally being the appropriate mode of contact. However, if a debtor provides a telephone (including mobile phone) contact number as the means of contact, contact using that number will be appropriate whatever the debtor's location.

Sometimes, a debtor may not wish to be contacted at their home. If the debtor provides an alternative and reasonable location for contact and is able to be contacted at that location, the debtor should not be contacted at home.

Privacy obligations to the debtor

A debtor's personal information should always be treated with respect. The improper use of a debtor's personal information may cause that person serious difficulties. There are legal obligations under the NSW Privacy Act 1988 designed to protect the privacy of a debtor's personal information.

When a debtor is represented

A debtor has a right to have an authorised representative (such as a financial counsellor, financial advisor, community worker, solicitor, guardian or carer) represent them or advocate on their behalf about a debt. Except in the circumstances outlined below LLGU shall not contact a debtor directly after we know, or should know, that the debtor is represented and shall not refuse to deal with an appointed or authorised representative. LLGU is entitled to contact a debtor directly if:

- the representative does not respond to within a reasonable time (normally 14 days)
- the representative advises that they do not have instructions from the debtor about the debt
- the representative does not consent to act
- the debtor specifically requests direct communication with you
- the representative is not a solicitor and you advise that written authority stating that you are to communicate through the debtor's representative is required, and the debtor or their representative does not provide that authority.

Record keeping

Accurate record keeping by all parties is vital to promptly resolve disputes and allow collectors and debtors to limit or avoid costly collection activity. LLGU shall ensure:

- we maintain accurate, complete and up-to-date records of all communications with debtors, including the time, date and nature of calls about the debt, records of any visits in person, and records of all correspondence sent
- all payments made are accurately recorded (including details of date, amount and payment method).
- settlements are fully documented in relevant files and computer systems
- once a debt is settled, any credit reporting agency report on the debtor must be updated appropriately

Providing information and documents

Requests by debtors for information and/or documentation about an account should not be ignored. In certain circumstances, failure to provide information may constitute misleading and deceptive conduct or unconscionable conduct. LLGU shall provide such information as necessary to demonstrate proof of debt.

If liability is disputed

If a person LLGU contacts about a debt claims that they are not the alleged debtor or the debt has been paid or otherwise settled and we have not already confirmed their identity and liability, we shall suspend further collection activity (including credit report listing) until the debtor's identity and ongoing liability have been confirmed.

Conduct towards the debtor

A debtor is entitled to respect and courtesy, and must not be subject too misleading, humiliating or intimidating conduct. Such conduct is likely to breach the Commonwealth consumer protection laws and may breach other laws as well.

Customers Suffering Financial Hardship

LLGU commitment

This code of practice provides for the deferment, in whole or in part, of payments owed by retail customers suffering financial hardship. In such cases of financial hardship LLGU shall not enforce disconnection of services in part or in whole.

Debtors

Debtors are legally responsible for paying the debts they legitimately owe, and they should not deliberately try to avoid their obligations. Whenever possible, debtors should take action before they get into difficulties. Debtors experiencing financial hardship should promptly contact LLGU to negotiate a variation in payments or other arrangement. In seeking a variation, debtors should be candid about their financial position, including their other debts. LLGU also recommends that debtors in financial difficulty consider seeking the assistance of a community-based financial counsellor, solicitor or other qualified adviser who may be able to help them with a debt negotiation.

Hardship

Proof of financial hardship shall be provided by the relevant customer. Examples of hardship may include but not be limited to:

- Loss of employment
- Low income constraints

- Pensioner (age, disability or other) budget constraints
- Commercial difficulties (businesses)
- other (undefined)

Assistance

Assistance may include one or more of the following:

- Deferral of payment for an agreed period of time
- Incremental instalments to recover the debt over time
- Regular smaller payments spread over time to assist budgeting by customers exposed to hardship.

Waiver

Notwithstanding the above commitment, LLGU having taken all steps reasonably practicable in accordance with this code of practice and the customer contract to recover debt and that debt still not paid by the customer may take such further actions as allowable to it in law to recover such debt but not disconnection of services to residential and other small retail customers, nor reduce the flow of non-potable water below necessary for basic hygiene or restrict the flow of sewage into the main.

Maintenance and Improvement

Collection of information

LLGU shall record the performance of its debt recovery handling process. LLGU shall establish and implement procedures for recording debt and for using these records and managing them, while protecting any personal information and ensuring the confidentiality of complainants. This shall include the following:

- specifying steps for identifying, gathering, classifying, maintaining, storing and disposing of records;
- recording its handling of debt recovery and maintaining these records, taking utmost care to preserve such items as electronic files and magnetic recording media, since records in these media can be lost as a result of mishandling or obsolescence;
- keeping records of the type of training and instruction that individuals involved in the debt recovery process have received;
- specifying LLGU's criteria for responding to requests for record presentation and record submissions made by a debtor or his or her agent; this may include time limits, what kind of information will be provided, to whom, or in what format;
- specifying how and when statistical non-personally identifiable debt data are disclosed to the public.

Analysis and evaluation of debt

All debt shall be classified and then analysed to identify systematic, recurring and single incident problems and trends, and to help eliminate the underlying causes of debt.

Monitoring of the debt recovery process

Continual monitoring of the debt recovery process, the resources required (including personnel) and the data to be collected shall be undertaken. The performance of the debt recovery process shall be measured against predetermined criteria.

Auditing of the debt recovery process

LLGU shall regularly perform or provide for audits of both LLGU and/or its Operators in order to evaluate the performance of the debt recovery process. The audit shall provide information on

- process conformity to debt recovery procedures, and

- process suitability to achieve debt recovery objectives.

The debt recovery audit may be conducted as part of LLGU quality management system audit. The audit results shall be taken into account in the management review to identify problems and introduce improvements in the debt recovery process. The audit shall be carried out by competent individuals independent of the activity being audited.

Management review of the debt recovery process

Senior management of LLGU shall review the debt recovery process on a regular basis in order

- to ensure its continuing suitability, adequacy, effectiveness and efficiency
- to identify and address instances of nonconformity with health, safety, environmental, customer, regulatory and other legal requirements
- to identify and correct product deficiencies
- to identify and correct process deficiencies
- to assess opportunities for improvement and the need for changes to the complaints handling process and products offered, and
- to evaluate potential changes to the complaints handling policy and objectives.

Records from any management review shall be maintained and used to identify opportunities for improvement.

Continual improvement

LLGU shall continually improve the effectiveness and efficiency of the debt recovery process. As a result, LLGU can continually improve the quality of its products. This can be achieved through corrective and preventive actions and innovative improvements. LLGU shall take action to eliminate the causes of existing and potential problems leading to customer debt in order to prevent recurrence and occurrence, respectively.

Debtor Disputes and Complaints Handling

In the event a customer has a complaint regarding the handling of their debt by LLGU, we shall direct the customer to our complaints handling system.

Dependent of the complaint and in the event a customer is not satisfied with the handling of their complaint by LLGU, we shall direct the customer to the Energy and Water Ombudsman of NSW (EWON) should they wish to take further action.

REFERENCE DOCUMENTS (to be prepared)

- Debt Recovery Policy
- Code of Practice for inclusion in Customer Contracts
- Debt Recovery Organisation and Responsibilities
- Debt Recovery Procedure
- Debt Recovery Administration Procedure
- Performance Monitoring - Key Performance Indicators (KPIs)
- Training Program
- Audit outline how LLGU responds to overdue water bills and recovers outstanding payments.

Appendix 4 – NSW Health Incident Notification Protocol

NSW HEALTH INCIDENT NOTIFICATION PROTOCOL

Incident Notification and Response Protocol with NSW Health

for

Lendlease Barangaroo South Recycled Water scheme

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Document Control

Lendlease will review this document on an annual basis and will liaise with the South-Eastern Sydney Public Health Unit about any changes.

Revision	Date	Purpose	Reviewed By	Checked By	Approved By
1.0	30.05.2019	Creation of Protocol in conjunction with NSW Health	Louise Reeves (Lendlease)	Alex Simon (Veolia)	Toni Cains (NSW Health)

Local Health District	Scheme	Type	Network Operator's Licence	Licensed end-uses for recycled water
South Eastern Sydney	Barangaroo South Recycled Water	Sewerage	Licence No: 15-029	1. Irrigation 2. Toilet flushing

1 Introduction

1.1 General

Barangaroo South is a 7.5-hectare mixed-use precinct that includes commercial towers, residential, retail and dining areas. The site located on the north-western edge of the Sydney Central Business District and Sydney Harbour, it comprises more than 2.4 hectares of public park space and will be home to around 2,000 residents and 23,000 workers upon completion.

Podium Asset Services is Lendlease's dedicated private utilities business specialising in precinct scale utility solutions including water, energy, solar and fibre.

1.2 Purpose

The purpose of this document is to establish the protocols for communication with NSW Health in relation to incident notification and response, and to ensure the requirements are clarified for identifying and communicating notifiable events. This protocol has been developed in accordance with the NSW Health Response Protocols.

1.3 Compliance

This document ensures compliance with the:

- [Water Industry Competition \(WIC\) Act 2006](#)
- [Water Industry Competition \(General\) Regulations 2008](#)
- [Public Health Act 2010](#)
- [Public Health Regulation 2012](#)

1.4 Other Documentation

This protocol should be read in conjunction with the following Barangaroo South Green Utilities documents (as applicable to the scheme):

- Plans for recycled water supply, including the:
 - Incident Management Plans
 - Infrastructure Operating Plan
 - Recycled Water Quality Plan
 - Sewage Management Plan

1.5 Drafting this protocol

This protocol was created in 2019 in consultation with representatives from the South-Eastern Sydney Public Health Unit and the NSW Health Water Unit and Podium Asset Services (Formerly Lendlease Living Utilities) Business.

2 Contacts

To contact Lendlease regarding a public health incident, please contact one of the Lendlease contacts below and state that the call is regarding a public health incident.

Lendlease Contacts:

	Contact	Name	Mobile	Email
Public health incidents	Lendlease	Duncan St Clair	+61 427 XXX XXX	duncan.stclair@lendlease.com
Queries regarding this protocol	Lendlease	Louise Reeves	+61 400 XXX XXX	louise.reeves@lendlease.com
Operational issues	Veolia	Matilda Sochacki	+61 476 XXX XXX	matilda.sochacki@veolia.com
Retail issues	Lendlease	Kristy Starley	+61 438 XXX XXX	kristy.starley@lendlease.com
Escalation	Lendlease	Megan Hanbidge	+61 402 XXX XXX	Megan.Hanbidge@lendlease.com

*phone numbers removed from web version of the Retail Management Plan, for information, contact louise.reeves@lendlease.com

NSW Health Contacts:

	Contact	Name	Telephone	Email
Incident	South Eastern Sydney LHD PHU	Business hours	(02) 9382 8333	SESLHD-PublicHealthUnit-EHOTeam@health.nsw.gov.au
Incident	South Eastern Sydney LHD PHU. Ask for the Public Health Officer on- call to be paged	After Hours	(02) 9382 2222	SESLHD-PublicHealthUnit-EHOTeam@health.nsw.gov.au
Other	Senior Environmental Health Officer	Toni Cains	(02) 9382 8333	Toni.Cains@health.nsw.gov.au

Scheme	Type	Services	Scheme Specific Documents
Barangaroo South Recycled Water Plant	Sewerage	Recycled Water (from sewage)	<ul style="list-style-type: none"> - Water and Sewer Quality Management Plan - Retail Management Plan - Incident Management Protocols - Infrastructure Operating Plan

2.1 Retail Supplier – Recycled Water

Lendlease is responsible for:

- retail supply to recycled water customers
- communication with recycled water customers including Homeowner's Guides to customers on the responsible use of recycled water
- management of customer complaints
- incident and emergency response for recycled water related incidents
- regulatory compliance reporting in accordance with the conditions of the WIC Act retail supplier's licence.

2.2 Customers Responsibilities

Recycled water customers are responsible for:

- operation and maintenance of non-licensed recycled water infrastructure after the water meter
- use of recycled water for approved end-use applications
- communication with Lendlease regarding recycled water supply and quality issues.

2.3 Sewage Service Customers

Sewerage services customers are responsible for:

- operation and maintenance of non-licensed recycled water infrastructure (i.e. downstream of the customer connection points)
- use of recycled water for approved end-use applications
- communication with Lendlease regarding recycled water supply and quality issues.

2.4 NSW Health Responsibilities

No specific NSW Health participation is required within the scheme except for notifiable events under section 6 of this protocol.

However, the NSW Chief Health Officer has a general responsibility for issuing advice to the public regarding measures available to minimise risk from disease, including water-borne disease which may include the issuance of a boil water notice, directions to test and report on drinking water quality and restrict or prevent the use of unsafe water. This responsibility requires the Chief Health Officer to rapidly assess any report of:

- contamination of the recycled water supply that could result in a threat to public health through recycled water ingestions, exposure, skin contact and inhalation of aerosols
- contamination of the drinking water supply, whether as a result of inadvertent cross connection to the recycled water system or otherwise
- customer health complaints or third party (e.g. doctors, medical centre, technical experts) allegation that ingestion of or contact with drinking water and/ or recycled water is causing or has the potential to cause a threat to public health

In addition to the above, NSW Health will provide advice, where appropriate, to Lendlease and/or its customers in relation to the supply of recycled and/or drinking water which is safe to use in accordance with recommended uses and on other public health issues regarding recycled and/or drinking water. NSW Health will also provide advice to Lendlease in relation to public health impacts of notifiable incidents and events.

3 Events and Incidents Notifiable to NSW Health

Tables 1, 2 and 3 below list the events and incidents which are immediately notifiable to NSW Health.

Table 1 Immediately notifiable recycled water events and incidents

1. Equipment or treatment failure or malfunction resulting in risk to water quality. Specifically, CCP critical limit breach combined with failure of the off-spec loop.
Note: Continual breach of a critical limit combined with successful operation of the off-spec loop will be notified to NSW Health during normal business hours via email.
2. Recycled water delivered to customers below AGWR values as measured at the point of supply or at a point of use.
3. Cross connections.
4. Customer health complaint concerning recycled water quality.
5. Community health complaint concerning recycled water quality.
6. Unauthorised disposal of recycled water.
7. Post treatment contamination of recycled water.
8. Use of recycled water for a purpose not authorised under the licence.
9. Harmful chemical component not removed by recycled water plant.
10. Inability to provide recycled water resulting in a threat or potential threat to public health or safety.
11. Any other incident that Lendlease deems threatens or could threaten, water quality, public health or safety.

Table 2 Immediately notifiable sewage events and incidents

1. Any overflow event with potential: <ul style="list-style-type: none"> - to threaten public health or safety - to contaminate a drinking water supply and/or - go into receiving water (e.g. a river, lake, beach etc.) - for the public to be exposed to partially treated or untreated sewage, such as overflows near/ in: <ul style="list-style-type: none"> - public parks/ recreational areas, sports fields - child care centres/ schools - recreational waterways (swimming, boating)/ beaches - public access areas/ walking paths or tracks.
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2. Inability to provide sewerage services resulting in a threat or potential threat to public health or safety.
3. Any other incident that Lendlease deems threatens or could threaten, water quality, public health or safety.

4 Procedure for Notifying NSW Health of a Notifiable Event or Incident

4.1 Immediate Verbal Notification

Lendlease will **immediately** notify the relevant PHU by telephone as soon as the event or incident becomes apparent.

5 Procedures for Notifying NSW Health of a Health-Related Complaint

5.1 Email Notification with 24 Hours

Within 24 hours of the initial verbal incident notification, Lendlease will send [Form A: Incident written Notification within 24 hrs of immediate verbal notification](#). Form A has been developed for each scheme with the relevant contact details. The template for this form is provided by IPART and is available on IPART's [website](#).

The following persons have the authority to notify NSW Health of a notifiable incident:

Authorised Person	Position / Job Title
Duncan St Clair	GM Asset Management
Louise Reeves	Risk, Safety and Compliance Coordinator

5.2 Follow up Written Notification

Within five days of the incident ending Lendlease will send [Form B: Incident written notification within 5 days of incident ending](#) to SESPHU and all other relevant parties for the scheme as required under the *Water Industry Competition (General) Regulations*.

The template for this form is provided by IPART and is available on IPART's [website](#).

Customer or community complaints regarding sewerage services, recycled or drinking water quality can be used to identify events and incidents.

5.3 Incident Response Protocols

Incident Response Protocols are available on the NSW Health website (refer to links below) to guide decision making following issues with physical and chemical issues, treatment failure or detections of protozoa and microbiological issues with drinking water delivered to customers.

- [NSW Health Response Protocol: For the Management of Physical and Chemical Quality](#)

- [NSW Health Sydney Water Response Protocol: Water treatment failure or detection of Giardia or Cryptosporidium in drinking water](#)
- [NSW Health Managing pathogen risks in drinking water: Response protocol for water utilities and public health units](#)

6 Notification to Customers of NSW Health

Lendlease will notify customers of issues related to sewerage, drinking water and/or recycled water services and public health in accordance with advice provided by NSW Health

Appendix A – Lendlease Incident Notification with NSW Health – Quick Reference

Lendlease Incident Notification with NSW Health



Any incident mentioned in the tables below, or that Lendlease deems a threat or could threaten, water quality, public health or safety must be notified to NSW Health **IMMEDIATELY**.

Table 1

Immediately notifiable recycled water events and incidents
1. Equipment or treatment failure or malfunction resulting in risk to water quality. Specifically, CCP critical limit breach combined with failure of the off-spec loop. Note: Continual breach of a critical limit combined with successful operation of the off-spec loop will be notified to NSW Health during normal business hours via email.
2. Recycled water delivered to customers below AGRW values as measured at the point of supply or at a point of use.
3. Cross connections.
4. Customer health complaint concerning recycled water quality.
5. Community health complaint concerning recycled water quality.
6. Unauthorised disposal of recycled water.
7. Post treatment contamination of recycled water.
8. Use of recycled water for a purpose not authorised under the licence.
9. Harmful chemical component not removed by recycled water plant.
10. Inability to provide recycled water resulting in a threat or potential threat to public health or safety.
11. Any other incident that Lendlease deems threatens or could threaten, water quality, public health or safety.

Table 2

Immediately notifiable sewage events and incidents
1. Any overflow event with potential: <ul style="list-style-type: none"> • to threaten public health or safety • to contaminate a drinking water supply and/or • go into receiving water (e.g. a river, lake, beach etc.) • for the public to be exposed to partially treated or untreated sewage, such as overflows near/ in: <ul style="list-style-type: none"> ○ public parks/ recreational areas, sports fields ○ child care centres/ schools ○ recreational waterways (swimming, boating)/ beaches ○ public access areas/ walking paths or tracks.
2. Inability to provide sewerage services resulting in a threat or potential threat to public health or safety.
3. Any other incident that Lendlease deems threatens or could threaten, water quality, public health or safety.

NSW Health Contacts:

	Contact	Name	Telephone	Email
Incident	South Eastern Sydney LHD PHU	Business Hours	(02) 9382 8333	
Incident	South Eastern Sydney LHD PHU Ask for the Public Health Officer on-call to be paged	After Hours	(02) 9382 2222	
Other	Senior Environmental Health Officer	Toni Cains	(02) 9382 8333	Toni.Cains@health.nsw.gov.au

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