



GOULBURN VALLEY REGION WATER CORPORATION

ABN: 84 578 076 056

and

~#ApplicantOrgName~

and

~#ConsultantOrgName~

(REF: ~#CapitalWorksNumber~)

DEVELOPER CONSTRUCT AGREEMENT

~#DevelopmentDescription~

~#PropertyEstateName~

~#DevStreet~, ~#PropertyLocality~

PARTIES

THE CORPORATION: **GOULBURN VALLEY REGION WATER CORPORATION**
 ABN 84 578 076 056
 of 104-110 Fryers Street, Shepparton, 3630

THE OWNER: **THE PARTY SO RECORDED IN THE SCHEDULE**

THE CONSULTANT: **THE PARTY SO RECORDED IN THE SCHEDULE**

RECITALS

- A The Owner is the registered proprietor or is entitled to be the registered proprietor of the Land described in the Schedule.
- B The Owner wishes to undertake the Works associated with the Development on its own behalf with the Corporation's role limited to acceptance or refusal of the Works for connection to the Corporation's System.
- C Design and supervision of the construction of the Works is to be the responsibility of the Consultant (in addition to the Owner) therefore the Consultant is also a party to this Agreement.
- D This Agreement sets out the terms upon which the Corporation's consent to the Works being undertaken and, as applicable in the circumstances, being later connected to and forming part of the Corporation's System.

OPERATIVE PART OF AGREEMENT

Definitions

- 1 In this Agreement the terms and words shall have the following meaning unless otherwise indicated, either expressly or by context:
- 1.1 **"Act"** means the Water Act 1989;
- 1.2 **"Charges"** means the amounts payable to the Corporation as provided in this Agreement;
- 1.3 **"Corporation's System"** means the water and sewerage systems of the Corporation;
- 1.4 **"Commissioning of the Works"** means the stage at which the Works are either:
- 1.4.1 connected or reconnected (as applicable) to the Corporation's System; or
- 1.4.2 otherwise completed; and
- tested and commissioned to the Corporation's satisfaction;
- 1.5 **"the Consultant"** means the party so described in the Schedule;

- 1.6 “**the Contractor**” means the person so nominated and approved for the purposes of this Agreement;
- 1.7 “**Detailed Design**” means the detailed engineering design of the Works prepared by the Consultant;
- 1.8 “**the Development**” means that so described in the Schedule and includes the Feasibility Report, Detailed Design, the Works, connection to the Corporation's System, all associated administrative functions, the Maintenance Period after construction and any other matter associated with sewerage and water supply relating to the development on the Land;
- 1.9 “**Feasibility Report**” means a report prepared by the Consultant in a form to the satisfaction of the Corporation which details the proposed Works and the impact of the Development and the Works on the Corporations System;
- 1.10 “**Final Acceptance**” means the Corporation’s final acceptance of the Works as provided in this Agreement;
- 1.11 “**Final Acceptance Notice**” means the written notice from the Corporation to the Owner indicating Final Acceptance of the Works;
- 1.12 “**the Land**” means the land so described in the Schedule;
- 1.13 “**Maintenance Period**” means the period after Preliminary Acceptance and prior to Final Acceptance, during which time the Owner has certain obligations in relation to the Works as specified in this Agreement;
- 1.14 “**Maintenance Security**” means the cash deposit, bank guarantee or like security acceptable to the Corporation to be held during the Maintenance Period;
- 1.15 “**the Owner**” means the party so described in the Schedule;
- 1.16 “**Preliminary Acceptance**” means the written consent of the Corporation to the Commissioning of the Works;
- 1.17 “**Preliminary Acceptance Notice**” means the written notice from the Corporation to the Owner indicating Preliminary Acceptance of the Works;
- 1.18 “**the Works**” means any and all excavation, removal, construction and installation work and activity associated with the Development affecting or relating to the Corporation’s System including as is further identified in the Schedule;
- 1.19 “**Goods and Services Tax or “GST”**” means any tax imposed under any GST law and includes GST within the meaning of the ‘A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)’ as amended; and
- 1.20 “**Schedule**” means the schedule to this Agreement.

Owner’s Obligations

- 2 The Owner acknowledges that the manner in which the Development must proceed, including the order in which it must occur, is as follows:
- 2.1 engagement of an accredited Consultant;
- 2.2 completion of a Feasibility Report to the satisfaction of the Corporation;
- 2.3 execution of this Agreement;

- 2.4 completion of the Detailed Design;
- 2.5 engagement of an approved Contractor;
- 2.6 construction of the Works;
- 2.7 provision of “as constructed” drawings to the Corporation;
- 2.8 Commissioning of the Works and Preliminary Acceptance;
- 2.9 the Maintenance Period; and
- 2.10 Final Acceptance by the Corporation;

provided that at various stages of the process the Consultant must provide to the Corporation written certification of satisfactory completion of the particular stage of the process. The Consultant is required to complete and “sign off” specified certification documents in the form required by the Corporation.

- 3 The submission of the Feasibility Report and Detailed Design or inspection of any stage of the Works by, the Corporation does not amount to the Corporation approving, consenting to, ratifying or otherwise accepting liability in respect of the design or construction of the Works as liability for design construction supervision and construction remains with the Owner and the Consultant as provided for in this Agreement.

- 4 The Owner and Consultant must cause the Works to be carried out in accordance with:

- 4.1 the Feasibility Report;
- 4.2 the Detailed Design; and
- 4.3 the appropriate design and construction specifications of the Corporation applying from time-to-time (such documents supplied or available on request);

provided however if there is any inconsistency among these requirements or any other concern in relation to the Corporation’s role regarding the Works then upon receipt of a written request the Corporation will indicate the manner in which the Works should proceed in order to satisfy the Corporation’s requirements. The Corporation must respond to any reasonable request for information, clarification or direction within fourteen (14) days of receipt of same except where the Corporation reasonably requests further details in relation to the request in which case the Corporation must respond within fourteen (14) days of receipt of such further detail.

- 5 The Owner and Consultant acknowledge that in respect of the Development they are responsible for:

- 5.1 obtaining all necessary statutory and other permission;
- 5.2 the day-to-day operations and specifically the carrying out of the Works;
- 5.3 the supervision of all parties associated with the carrying out of the Works;
- 5.4 compliance with all Occupational Health and Safety legislation and generally the safety of all parties (including employees of the Corporation).

and further that the Corporation has no supervisory capacity or powers in relation to the Development and the carrying out of the Works.

- 6 During construction of the Works the Corporation may:
- 6.1 carry out such inspections of the Works as the Corporation in the circumstances thinks fit and the parties can expect not less than three (3) such inspections in addition to inspection and testing prior to Preliminary Acceptance;
 - 6.2 advise the Owner or Consultant if the Corporation becomes aware of any failure to comply with the requirements of the Corporation in relation to the Works.

Time for Commencement and Completion

- 7 Construction of the Works must:
- 7.1 commence within 12 months of written acknowledgment from the Corporation of the satisfactory form of the Detailed Design by the Consultant and submitted to the Corporation;
 - 7.2 be completed within the period specified in the Schedule.
- 8 Subject to Clause 9, the failure to commence construction of the Works within the period specified means this Agreement is terminated and no longer has any effect save for the right of the Corporation to recover any monies outstanding from the Owner.
- 9 If construction of the Works is not completed within the period specified the Corporation may:
- 9.1 agree to extend the term of application of this Agreement; and
 - 9.2 impose any reasonable additional requirements including additional payments, amended design requirements and changes to the nature of the construction of the Works.
- 10 For the purpose of this Agreement completion of construction shall mean the date on which the Consultant provides certification, satisfactory to the Corporation, of construction of the Works required for Preliminary Acceptance. If the Corporation does not accept the Consultant's certification as satisfactory it shall advise the Owner or Consultant of that fact, together with reasons, within fourteen (14) days of provision of that certification by the Consultant.

Payments

- 11 The Owner must pay to the Corporation the amounts detailed in the Schedule to this Agreement and defined as follows:
- 11.1 the Initial Fee, being an amount designed to cover the initial costs to the Corporation relating to the Feasibility Report, the Agreement, the Detailed Design, and estimated at 2% plus GST of the Corporation's estimate of the cost of the Works. The final amount payable will be in accordance with actual costs incurred by the Corporation;
 - 11.2 the New Customer Contributions for water being a contribution to the Corporation's water treatment and supply system;
 - 11.3 the New Customer Contributions for sewerage being a contribution to the Corporation's outfall sewers and disposal system;
 - 11.4 an existing Works charge being a contribution to the cost of existing and future infrastructure benefitting the Land or the Development;

- 11.5 an administrative/review amount being charges for any work done by the Corporation relating to:
- 11.5.1 attendance on site to establish the acceptability of the Works;
 - 11.5.2 Preliminary Acceptance, compliance on any subdivision and commissioning of the Works procedure;
 - 11.5.3 statutory requirements;
 - 11.5.4 the Maintenance Period;
 - 11.5.5 Final Acceptance;

11.6 any other charges for necessary activities of the Corporation associated with the Development;

provided that:

- 11.7 charges detailed in this Agreement are best estimates of the likely charges and are subject to final calculation in accordance with Clause 12;
- 11.8 the charges and fees detailed in this agreement are, unless otherwise provided, expressed as Goods and Services Tax exclusive;
- 11.9 payment must be made:
 - 11.9.1 in the case of charges that can be calculated prior to Preliminary Acceptance then, prior to and as a pre-condition to Preliminary Acceptance;
 - 11.9.2 in the case of any other charges calculated or levied after Preliminary Acceptance within thirty (30) days of receipt by the Owner of Notice for Payment.

In the case of payments to be made prior to Preliminary Acceptance where payment is by cheque, such cheque must be cleared prior to the Corporation issuing the Preliminary Acceptance notice for the works.

12 Prior to Preliminary Acceptance the Corporation shall make a final calculation in relation to the various amounts charged which shall be subject to the following:

- 12.1 Any amount payable shall be the amount calculated at the time of the actual payment on the basis that the charges of the Corporation may vary from time-to-time;
- 12.2 If any amount already paid proves to be greater than the amount attributable to the work done by the Corporation, then the excess amount shall be credited to other fees or reimbursed in full, as applicable;
- 12.3 If any amount already paid proves to be less than the amount required to be paid because the work done by the Corporation was greater than anticipated or fees have increased, then the Owner must pay that additional amount.

13 Failure to pay any amount owing by an Owner shall allow the Corporation:

- 13.1 in the case of amounts owing before Preliminary Acceptance, to refuse Preliminary Acceptance;
- 13.2 in the case of amounts calculated or owing after Preliminary Acceptance, the Corporation may consider it appropriate to refuse Final Acceptance;

13.3 in any case sue on the amounts as debts due and payable.

Access to Development Information

14 The Owner and Consultant must provide to the Corporation complete access at all reasonable times to:

14.1 any information, plans or materials relating to the Development; and

14.2 and land which the Works occupy;

including the provision of all necessary consents to allow the Corporation's records to be maintained and the standard of the Works to be reviewed.

Consultant and Contractor

15 At the time of execution of this Agreement the Owner must have nominated a Consultant to carry out the Detailed Design and supervise the construction of the Works. That Consultant must either be a Consultant already approved by the Corporation for this purpose, or a Consultant approved in writing by the Corporation for the Works. It is further provided:

15.1 the Consultant must have either carried out or unequivocally adopted and endorsed as its own the Feasibility Report;

15.2 that the Corporation at all times relies on the professional skills of the Consultant;

15.3 that the Consultant will be required to provide various documents certifying the Works have or will be carried out in a proper and professional manner in accordance with:

15.3.1 the Feasibility Report;

15.3.2 the Detailed Design;

15.3.3 the design and construction specifications of the Corporation;

15.3.4 in accordance with any reasonable requests of the Corporation.

15.4 As evidence of agreement to be bound to certain tasks and provide certain assurances under this Agreement, the Consultant must execute this Agreement.

16 In any case where the Consultant ceases to be the Consultant for the particular Development then the Consultant and the Owner must immediately advise the Corporation in writing of that fact and the following will apply.

16.1 the Consultant's responsibility and liability to the Corporation will be limited to any design, supervisory or other role of the Consultant up to the date of that cessation;

16.2 the Owner must appoint another accredited Consultant to take on the responsibility as Consultant for the balance of the Development including the Works and that Consultant must execute a new or amended agreement to the satisfaction of the Corporation and generally in the form of this Agreement subject to necessary consequential changes; and

16.3 unless or until a new Consultant is appointed to the satisfaction of the Corporation and has executed a new agreement as contemplated in Clause 16.2, the Works must not proceed.

- 17 Prior to construction of the Works commencing the Owner must nominate the Contractor to carry out the Works and that Contractor must be either a Contractor already approved by the Corporation for this purpose or a Contractor approved in writing by the Corporation for the Works.
- 18 If at any time during the course of the Works the Owner, Consultant or Contractor sub-contracts any part of the design or the Works to any third party who in the reasonable opinion of the Corporation is either unqualified or inappropriate to carry out the design supervision or the construction, the Corporation may in its discretion refuse Preliminary Acceptance or Final Acceptance.

Procedure for Acceptance of the Work

- 19 After the Corporation is advised the Works have been completed, the Corporation may carry out such testing and inspection of the Works as the Corporation thinks fit and indicate which matters require attention or alteration before the Corporation indicates Preliminary Acceptance of the Works. In relation to any testing required the Corporation may require this to be carried out by any one or more of:
- 19.1 the Owner;
 - 19.2 the Corporation;
 - 19.3 a third party nominated by the Corporation; and
- all costs of such testing shall be borne by the Owner.
- 20 The standards or requirements which to the Corporation shall apply in deciding whether or not to accept the Commissioning of the Works and in due course issue Preliminary Acceptance or Final Acceptance shall be those standards applying as at the date of this Agreement and based upon the Feasibility Report and the Detailed Design. If the Corporation indicates some requirement or variation is required to the Works other than to comply with the standards applying as at the date of the Agreement such request shall be dealt with as follows:
- 20.1 where the variation does not result in additional financial cost to the Owner the Owner will use its best endeavours to carry out such requests;
 - 20.2 where any requests for variation does result in additional financial cost to the Owner then that additional cost shall be paid by the Corporation;
 - 20.3 where there is a variation of the Works required, the Corporation shall ensure all reasonable steps are taken to expedite such Works to minimise any inconvenience to the Owner.
- 21 Prior to Preliminary Acceptance the Owner must:
- 21.1 pay any amounts outstanding to the Corporation;
 - 21.2 provide "as constructed" drawings prepared by the Consultant;
 - 21.3 provide details of actual cost for the Works carried out;
 - 21.4 advise the Corporation in writing of the proposed date and time for the Commissioning of the Works.

Preliminary Acceptance

- 22 Subject to Clause 19, 20 and 21, the Corporation shall, if all other aspects of this Agreement have been otherwise complied with, issue a Notice of Preliminary Acceptance in respect of the Works, the effect of which shall be:
- 22.1 unless the Works form part of a subdivision (in which case the vesting of the Works to the Corporation will occur on registration of any relevant plan of subdivision), operate to transfer ownership of the Works to the Corporation;
- 22.2 trigger commencement of the Maintenance Period.
- 23 During the Maintenance Period the Owner must, at its cost, be responsible for maintenance and repairs to the Works or other property damaged due to any defect in the Works for a period of twelve (12) months from the date of the Preliminary Acceptance, provided:
- 23.1 this obligation excluding maintenance costs that do not arise as a result of a defect in the design, materials or construction of the Works;
- 23.2 where repairs are required the Maintenance Period will be extended for a period of not more than twelve (12) months from the date such repairs are, in the reasonable opinion of the Corporation, satisfactory completed.
- 24 During the Maintenance Period the Owner shall maintain the Maintenance Security in a form acceptable to the Corporation and in favour of the Corporation for an amount equal to 5% of the Corporation's estimate of the cost of the Works, such amount to be advised by the Corporation to the Owner after provision of the Detailed Design.
- 25 During the Maintenance Period (due to any defect or other cause), the Corporation may carry out any necessary repair or maintenance to the Works and recover that amount from the Maintenance Security or in relation to any additional amount from the Owner, as a debt due and payable, provided:
- 25.1 thirty (30) days after the date upon which the Corporation requires payment the amount due shall accumulate interest at the rate then payable under the Penalty Interest Rate Act 1983, or such successor legislation;
- 25.2 where the necessary maintenance or repair is not urgent the Corporation shall first advise the Owner or Consultant of the need for such work and the Owner or Consultant will have seven (7) days in which to carry out the necessary work before the Corporation carries out such work.
- 26 If during the Maintenance Period the Maintenance Security is used by the Corporation to meet costs of repair or maintenance or to meet charges unpaid by the Owner, the Owner agrees to reinstate the Maintenance Security to its original amount and any failure to do so means that amount is a debt due and payable to the Corporation.

Final Acceptance

- 27 At the expiration of the Maintenance Period the Corporation must, provided there are no outstanding breaches of the Agreement (including any payments due) and no outstanding directions from the Corporation to carry out maintenance works, issue to the Owner a Notice of Final Acceptance.
- 28 Where after Final Acceptance it is necessary for any repairs to be carried out to the Works, on any nearby land, chattel or structure due to any defect in the design or construction of the Works the Corporation may carry out such necessary repairs and recover the cost of same from the Owner as a debt due and payable, provided:

- 28.1 Thirty (30) days after the date upon which the Corporation requires such payment the amount due shall accumulate interest at the rate then payable under the Penalty Interest Rates Act 1983, or such successor legislation;
- 28.2 Where the necessary repair is not urgent the Corporation shall first advise the Owner of the need for such work and the Owner or Consultant shall have seven (7) days in which to carry out the necessary work before the Corporation carries it out;

This obligation of the Owner shall continue for a period of five (5) years from Final Acceptance.

29 The Owner indemnifies the Corporation for a period of five (5) years from Final Acceptance in respect of:

- 29.1 any cost of the Corporation in repairing any defect to the Works or damage arising from such defect;
- 29.2 any claim against the Corporation relating to any damage to person or property arising from any defect in the design or construction of the Works.

This indemnity shall have no application if such claim arises due to negligence on the part of the Corporation.

Reimbursement arrangements

30 The Corporation may agree to reimburse to the Owner a percentage of the cost of the Works due to various reasons, including:

- 30.1 the remaining asset life of any portion of the Corporation's System which is being replaced or substantially improved by the Works in which case the Corporation may reimburse based on the "brought forward" cost that the Corporation would have otherwise been obliged to expend at a future date in respect of such components of the Corporation's System;
- 30.2 any upsizing or other increase in the capacity of the Works considered appropriate by the Corporation but not necessitated by the Development;

and the basis of apportionment and the estimated amounts of such reimbursement by the Corporation, together with payment details, will if applicable in the particular matter, be set out in the Schedule.

Owner and Developer

31 If the Owner is not the Developer then the Corporation shall require the Developer to execute this Agreement in addition to the Owner and by so doing the Developer agrees to be bound by all of its Terms and Conditions as if the Developer were the Owner.

Change in Owner

32 Prior to the issue of the Final Acceptance Notice the Owner shall be obliged in relation to any sale of the Land:

- 32.1 where the sale is of individual lots from a plan of subdivision, the Owner shall not be required to disclose this Agreement, however, the Owner and Consultant's obligations to the Corporation, including those relating to the Maintenance Period, Maintenance Security and Indemnities given shall remain unaffected; or
- 32.2 where the sale is other than the sale of individual lots to disclose this Agreement (and provide a copy of same) to any potential purchaser of the Land; provided

further this Agreement and rights arising from it shall not transfer to any new Owner of the Land, provided the Corporation shall not unreasonably refuse to enter into a new agreement similar to this Agreement with that new owner.

Relationship of Consultant

- 33 Subject to Clause 34.2 the Consultant is directly liable to the Corporation for any cost or claim made against the Corporation arising out of any defective design, supervision of construction or faulty materials used in the Works and it is agreed by the Consultant that:
- 33.1 where after Final Acceptance it is necessary for any repairs to be carried out to the Works or on any nearby land, chattel or structure due to any such defect associated with the Works the Corporation may carry out such necessary repairs and recover the cost of same from the Consultant as a debt due and payable, provided:
- 33.1.1 thirty (30) days after the date upon which the Corporation requires such payment the amount due shall accumulate interest at the rate then payable under the Penalty Interest Rates Act 1983, or such successor legislation;
- 33.1.2 where the necessary repair is not urgent the Corporation shall first advise the Consultant of the need for such work and the Consultant shall have seven (7) days in which to have the necessary work carried out before the Corporation carries it out;
- 33.2 subject to Clause 34, the Consultant indemnifies the Corporation in respect of:
- 33.2.1 any cost of the Corporation in repairing any defect to the Works or damage arising from such defect;
- 33.2.2 any claim against the Corporation relating to any damage to person or property arising from any such defect;
- 33.3 the Consultant must provide to the Corporation evidence that the Consultant holds professional indemnity insurance in relation to the design of the Works and the role of the Consultant as superintendent or otherwise supervising the construction of the Works. The form and content of Consultant's insurance must be to the Corporation's reasonable satisfaction and specified in the Schedule.
- 34 It is agreed that in respect of Clause 33:
- 34.1 in the case of established negligence on the part of the Corporation, any liability of the Consultant is reduced proportionally to the extent of the effect of that negligence; and
- 34.2 the Consultant's responsibility and liability does not extend to defects associated with the construction of, or materials used for, the Works unless such defects relate to any deficiency or negligence on the part of the Consultant relating to design or supervision of the construction of incorrect approval by the Consultant of materials used in, the Works.

Consultant Certification

- 35 The Consultant shall be obliged to provide certification of the proper and workmanlike completion, in accordance with the Corporation's requirements, of the design and construction of the Works and it is agreed that:
- 35.1 the certification lists shall include certification at the stage of:
- 35.1.1 detailed design;

- 35.1.2 pre-construction;
- 35.1.3 preliminary acceptance;
- 35.1.4 final acceptance;
- 35.2 the Corporation acts in reliance of the professional capacity of the accredited Consultant in this regard;
- 35.3 the certification lists shall form part of this Agreement and any breach of any undertaking or incorrect statement in those certification lists will amount to a breach of this Agreement;

and where at any time the design or the form of construction (to the Consultant's knowledge) of the Works previously certified by the Consultant due to any reason changes or is required to change the Consultant must notify the Corporation (in writing) upon becoming aware of such change.

Audit

- 36 The Owner and Consultant acknowledge that in addition to normal site attendances that can be carried out by the officers or agents of the Corporation in relation to the Works the Corporation may instigate a detailed Audit of the Works and all its components. Such Audit shall be at the cost of the Corporation.

Dispute Resolution

- 37 Any dispute or difference arising out of the Agreement or concerning the performance or the non-performance by either party of its obligations under the Agreement must be referred, upon the giving of seven (7) days written notification by either party, to a dispute panel ("**Dispute Panel**"):
 - 37.1 consisting of at least two members;
 - 37.2 with each party appointing an equal number of members; and
 - 37.3 which shall meet within either seven (7) days as provided in the written notice or within any other period agreed by the parties.
- 38 Any unanimous decision of the Dispute Panel is binding on the parties, however, if the dispute panel either fails to reach a decision on the matter or one or both parties refuses to participate in this process, the dispute may be resolved by mediation or arbitration if the parties so agree or by recourse to the courts.
- 39 The provisions of this Agreement regarding dispute resolution do not prevent any party from obtaining any injunctive, declaratory or interlocutory relief from a court which may be urgently required.
- 40 Notwithstanding the existence of a dispute, the parties must continue to perform their respective obligations under this Agreement. The parties acknowledge that if the Occupier disputes an invoice received from the Corporation, the Occupier must pay the disputed amount, until such time as the matter is resolved in accordance with this Clause.

General

- 41 Any waiver or agreement on the part of the Corporation in not enforcing any term of this Agreement shall not be deemed to be a waiver in any way of any other right or obligation of the Corporation.

- 42 If any term of this Agreement or in its particular application is or becomes invalid or unenforceable, the remaining terms shall not be affected and each shall be valid and enforceable to the fullest extent permitted by law.
- 43 This Agreement is executed as a Deed.

As a record of this Deed of Agreement the parties have executed it:

EXECUTION BY THE OWNER

THE COMMON SEAL of **(THE OWNER)** was)
hereunto affixed in the presence of:)
)

Witness

AND/OR

SIGNED SEALED AND DELIVERED for and on)
behalf of **(THE OWNER/S)** in the presence of:)
)

Print name

Witness

EXECUTION BY THE DEVELOPER
(if applicable)

THE COMMON SEAL of **(THE DEVELOPER)** was)
hereunto affixed in the presence of:)
)

Witness

AND/OR

SIGNED SEALED AND DELIVERED by **(THE DEVELOPER)** in the presence of:)
)
)

Witness

EXECUTION BY THE CONSULTANT

ABN:
THE COMMON SEAL of **(THE CONSULTANT)** was)
hereunto affixed in the presence of:)
)

Director

Secretary

EXECUTION BY THE CORPORATION:

**SIGNED SEALED AND DELIVERED FOR AND ON
BEHALF OF GOULBURN VALLEY REGION WATER
CORPORATION:**
ABN: 84 578 076 056

Manager – Asset Performance

SCHEDULE

~#CapitalWorksNumber~

1	The Owner:	~#ApplicantOrgName~
2	The Development:	~#DevStreet~,~#PropertyLocality~ ~#PropertyEstateName~
3	The Land:	~#DevBlockDescription~
4	The Works:	~#DevelopmentDescription~
5	The Consultant:	~#ConsultantOrgName~
6	Reimbursement arrangements and Calculation	Not Applicable
7	Consultant's Insurance Details:	Insurer: Policy No.: Amount \$ _____ (not less than \$5 million).
8	The Time for Completion:	Within three months of the commencement of construction.
9	Charges:	The following charges apply as detailed in Clause 11 and 12 of the Agreement:
	• Initial Fee – Including GST (11.1)	~#InitialFeeTotal~
	• New Customer Contributions – Water (11.2) ~#WaterHeadworksDesc~	~#WaterHeadworksTotal~
	• New Customer Contributions – Sewer (11.3) ~#SewerHeadworksDesc~	~#SewerHeadworksTotal~
	• Existing Works Charge – Including GST (11.4)	~#ExistingWorksCharges~
	• Administration/Review Charge – Including GST (11.5)	~#AdministrativeChargesTotal~
	• Additional Charges (11.6)	~#AdditionalCharges~

Please note that all fees and charges quoted are Goods and Services Tax (GST) exclusive unless otherwise specified.

