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**PORT FLINDERS WATER SUPPLY**

**INTRODUCTION**

Council is distributing this Community Update as a way of keeping the Port Flinders Community informed of recent developments and various matters associated with the Port Flinders Water Supply ("the Scheme"). Community Updates such as this will continue to be provided at various times in the future, as general information for property owners.

Ratepayers and Residents with questions or queries regarding the Scheme that are not covered in these updates, or if there is a matter requiring further clarification, are encouraged to contact the Council office to discuss the matter in greater detail.

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**BACKGROUND**

On the 1<sup>st</sup> December 2007, Council and the Port Flinders Community officially embarked on an exciting new venture which will undoubtedly provide long term benefits for the township's residents and ratepayers, following Council's decision to confirm acceptance of the gifting of the Port Flinders Water Supply.

Considerable work was undertaken in the lead up to the handover from the scheme's former owners which included assessment, financial analysis and formal consideration by Council.

During the investigation stages, a considerable public consultation process regarding the proposal was undertaken with all property owners in the township. Underlying this process and modelling was Council's desire to ensure that the scheme was run on a self supporting basis (similar to Community Wastewater Management Schemes and the Melrose Post Office – i.e. at no cost to Council).

Council duly considered the consultation outcomes and a revised financial model was adopted by Council.

The model adopted by Council for the Scheme comprises the following charges:-

- \$1,250 towards the cost and installation of a meter;
- \$2,500 augmentation fee;
- \$1,000 contribution towards a reserve fund for the future maintenance, repairs, replacement and expansion of the scheme.

Under the model, the 60 (approx.) allotments connected to the scheme at handover will not pay any of these. The 35 (approx.) developer allotments not connected to the scheme will be required to pay the \$1,250 fee towards the purchase and installation of a meter. The remaining 90 (approx.) allotments will be required to contribute all three components, a total of \$4,750 per allotment.

For additional allotments created as a result of land division, an augmentation fee of \$4,000 plus \$1,250 for a meter and installation, applies for each additional allotment created.

Quarterly supply charges and water usage charges are effectively 'pegged' to SA Water pricing, with the quarterly supply charge including a component (amount equivalent to the Save the Murray Levy) going into a future maintenance and replacement Reserve.

All charges are reviewed on an annual basis by Council as part of its Budgetary and rate setting processes. Council has indicated that it will allow for some of these costs to be paid over an extended period, for example 5 years, to assist property owners who may have difficulties meeting these contributions. A discount for up front payment has also been flagged for certain components of the charges.

Council will levy these charges against properties following completion of the construction phase of the project.

Council looks forward to working with the Port Flinders community into the future to ensure that the Water Supply adequately serves its needs.



## COMMUNITY UPDATE (CONT.)

### SCHEME COMPLETION PROJECT STATUS

A key reason for Council's involvement in the Port Flinders Water Supply, was a Community desire to have the Scheme's construction completed and, as a result, provide a water supply service to all allotments within the Port Flinders township.

It is pleasing to be able to advise the Community that Construction of the remaining components of the Scheme will commence in early February.

Council, through its engineering consultants, commenced the tender process mid 2009 with considerable interest shown by potential contractors.

At the close of tenders, a total of seven tenders were received, ranging in price from just over \$300k to just under \$900k.

The engineering consultants shortlisted the seven to four and undertook further investigation before making recommendation to Council. Council subsequently accepted Tru Line Excavations and Plumbing as the preferred contractor and contractual arrangements commenced.

As part of this process, the tender specification was revised to remove construction of parts of the Scheme not required to provide water to all existing allotments. This process enabled Council to achieve a further reduction in the contract price of just over \$45k, which was seen as a considerable benefit for the Port Flinders Community.

All subsequent contractual matters have now been finalised and the contracts are due for signing by Council at present.

Tru Line have advised the engineering consultants of their desire to establish their works site at Port Flinders on the first weekend in February with a view to having on the ground construction occurring shortly after. The works site or compound will be located on Rangeview Reserve where Council and other contractors have previously been based.

It is anticipated that construction will be completed by the end of March 2010.

During the construction of the Scheme, there will be some minor inconvenience to residents and ratepayers associated with the works (trenching across driveways, partial road closures etc). Council and the contractors will endeavour to ensure that such inconvenience is minimised as far as is practically possible.

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### POTENTIAL FOR UNDERGROUNDING OF POWER

Following requests from members of the Port Flinders Community, as part of the tender call for the construction of the water supply, Council also sought tenders for the provision of separate trench and underground power conduit on York Road.

The reason for this was to explore opportunities for utilizing plant and equipment, whilst in the township, to help reduce the likely cost of having power connected to existing allotments with no service, and for the undergrounding of existing power lines to improve the visual amenity of the township.

The tendered price for York Road was in the vicinity of \$17k however other tenders in the vicinity of \$50k were also received.

It is important to note at this point that the tendered prices were only for digging the trench and placing an empty conduit within it.

Additional costs that would be incurred include individual property connections, estimated to be in the vicinity of \$4-5k per property, design, documentation and approvals, service pits, cabling, removal of existing infrastructure, street lighting replacement, etc.

Using York Road as an example, which is approximately 200 metres in length and contains 20 allotments, the cost of just trenching and the conduit is approximately \$100 per metre. Adding the cost of connection of each individual property will add approximately \$100k before any of the above outlined costs are taken into consideration.

It is also important to note that no cost estimates have been included to cover the potential ETSA requirements to upgrade transformers or the supply to the township in general. In all likelihood, this would be highly probable.

For comparative purposes, the Power Line Environment Committee recently provided some cost estimates for the undergrounding of power on the Esplanade and part of High Street in Port Germein and for part of Stuart and Nott Streets in Melrose. These estimates were \$515k and \$1.2m respectively.

Quite clearly the cost of providing underground power is not a cheap exercise.

Consideration should also be given to the fact that the allotments on York Road are considerably smaller than those in other parts of the township.

Following initial consideration of these matters, Council has asked that consultation occur with the Community to ascertain the level of support and interest in looking at the undergrounding of power further.

As with the water supply, Council would need to look at recovering the full cost of providing the underground power trenching and conduit from property owners.

Council is now seeking the views of community members, whether supportive or otherwise, in respect of these options prior to considering the matter further and determining whether to proceed with further detailed investigation and discussions with service providers.

Feedback by **Friday 26<sup>th</sup> February 2010 or earlier** is welcomed.

# COMMUNITY UPDATE (CONT.)

## WATER AGREEMENTS

Water Agreements for each individual property have been prepared and legally verified by Council’s legal advisers.

All property owners will be required to enter into such an agreement with Council prior to the physical connection of their property to the Scheme being approved.

This will include all property owners within the township, irrespective of whether they are presently connected, whether their property is one of the developer’s original blocks, or whether their property is one of the remaining allotments.

Where a property has more than one meter and / or connection, a separate agreement will be required for each.

The Agreements will not survive a change of ownership of a property and as part of the search and settlement processes on the sale of a property, the new owners will be required to enter into the standard water supply agreement with Council prior to or as part of settlement.

As noted above, all properties will be required to have an executed water supply agreement in place prior to the property being connected to the water meter.

For those properties already connected, a period of two months will be allowed for the agreements to be executed (following their distribution). Should an agreement not be entered into, the property will be disconnected from the water supply after this period of time.

In such a situation, the property will not be permitted to reconnect to the scheme until the agreement is entered into and a re-connection fee will be applied.

It is anticipated that these Water Supply Agreements will be distributed to property owners, together with an application to connect form (where applicable), during the coming months during and shortly after the construction and commissioning of the remaining parts of the Scheme.

Individual correspondence will be sent to all property owners in this respect, however a copy of the model or template agreement is included at the end of this Community update for preliminary consideration.

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## COUNCIL WATER INVOICES

Council will be undertaking the next round of water meter readings in the next two to three weeks.

Following this, invoices will be distributed to water consumers.

These invoices will include service charges for the period from 1<sup>st</sup> July 2009 through to 31<sup>st</sup> December 2009 and for water consumed since the last meter readings.

It is anticipated that invoices will subsequently be distributed on a six monthly basis.

Information relating to available concessions on water accounts has previously been distributed to property owners. Please contact the Council office if you would like a copy of this.

## WATER FEES & CHARGES

As part of its Budgetary processes for the 2009 / 2010 financial year, Council formally declared the fees and charges for the water supply as Prescribed Service Charges under Section 155 of the Local Government Act 1999.

By declaring the charges as prescribed services charges, they effectively become a debt against the land if unpaid and as such, can be treated as Council rates for recovery and interest purposes.

The Service Charges declared by Council are as follow:-

- An annual service charge of \$169.80 per annum for each water connection / meter
- A service charge of \$1.88 per kilolitre for each kilolitre of water supplied

These charges are consistent with the charges imposed by SA Water for properties that it services.

The annual service charge of \$169.80 includes a component, equivalent to the amount collected by SA Water for the Save the Murray Levy, which will be allocated to the Port Flinders Water Supply Reserve account for future maintenance, upgrades and replacements.

By declaring these charges as prescribed service charges, Council is able to ensure that any monies raised from the service charges can only be expended on the prescribed service, namely the Port Flinders Water Supply.

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## MANAGEMENT COMMITTEE

During its initial assessment of the Port Flinders Water Supply, Council determined that it would establish a Management Committee to oversee the ongoing operation and maintenance of the Scheme.

Residents who are interested in being involved with this Committee are asked to forward an expression of interest to Council, outlining any relevant experience and the person’s interest in being involved.

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## DO YOU STILL HAVE QUESTIONS?

Please feel free to contact the Council Office to discuss them.

**PORT FLINDERS WATER SUPPLY  
WATER SUPPLY AGREEMENT**

DISTRICT COUNCIL OF MOUNT REMARKABLE

#

<CONSUMER NAME(S)>

**WATER SUPPLY AGREEMENT** made this *<date>* day of *<Month>* 2009

## **PARTIES**

**THE DISTRICT COUNCIL OF MOUNT REMARKABLE** in the State of South Australia ("the Council") of the one part

AND

**<CONSUMER NAME>** of *<address>*, *<town>* in the State of *<State>* ("the Consumer") of the other part.

## **BACKGROUND**

- A. On 20 January 1992 the Council as the relevant planning authority granted consent pursuant to the provisions of the Planning Act 1982 for a land division (Application no. 830/D007/91) creating 43 additional allotments ("the development") in the Port Flinders township ("the township");
- B. The developers of the development established a Water Supply Company, Port Flinders Water Company Pty Ltd ("the Company") for the purposes of supplying water to the allotments created by the development;
- C. A reticulated water system was established by the Company for the purposes of supplying water to the 43 allotments and with the capacity to supply to other allotments existing on or to be created in the township;
- D. The reticulated water system supplies water from the SA Water pipeline which is situated on the main land by way of an underground pipeline across a causeway to a tank farm (comprising 4 tanks) in the township. The water is then supplied by underground pipes from the tanks to allotments on the said Island;
- E. The Company had arrangements in place by way of a water supply agreement ("the original water supply agreements") with various land owners in the township for supply of water to those allotments;
- F. By Deed of Gift dated 13<sup>th</sup> November 2007 the water supply system and the rights to operate the system were gifted to the Council from 1 December 2007;
- G. The Council has agreed to duly perform the obligations of the water company under each water supply agreement in existence as at 1 December 2007 and accordingly intends to enter into an agreement in the form of this Agreement with each individual allotment owner in the township who is connected to or connects to the Water Supply Scheme.
- H. This Deed incorporates the relevant parts of the original water supply agreements and sets out the terms and conditions upon which the Council will supply water to the consumer from the water supply system.

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this agreement:

***Business Day*** means a day that is not a Saturday, Sunday or public holiday in South Australia.

## 1.2 Interpretation

In this agreement, unless the context otherwise requires:

- 1.2.1 the Background is correct;
- 1.2.2 headings do not affect interpretation;
- 1.2.3 singular includes plural and plural includes singular;
- 1.2.4 words of one gender include any gender;
- 1.2.5 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.6 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.7 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.2.8 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 1.2.9 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.10 a provision is not construed against a party only because that party drafted it;
- 1.2.11 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;
- 1.2.12 the meaning of general words is not limited by specific examples introduced by ‘including’, ‘for example’ or similar expressions;
- 1.2.13 an expression defined in the Corporations Act 2001 (Cth) has the meaning given by the Act at the date of this agreement.

## 2. GENERAL TERMS OF AGREEMENT

- 2.1 The Council shall furnish a supply of water to the consumer on the terms and conditions contained in this Agreement and any schedule hereto annexed, but the Council’s obligation to furnish such supply shall not be enforceable by the consumer in the event of any moneys payable to the Council under this agreement being in arrears, or during such time as the consumer shall continue in any breach of any provisions terms or covenants on his part herein contained, or in case of any deficiency in the Council’s source of supply by reason of any unusual drought or other material cause, or of any contingency affecting the work or machinery, or of any interruption to the supply from frost, accident, repairs to water piping or the like.
- 2.2 The consumer shall pay to the Council at its office:
  - 2.2.1 A quarterly water supply charge commensurate/with those charged by SA Water as determined by the Council from time to time and payable quarterly in advance;;
  - 2.2.2 An amount per kilolitre of water used by the consumer, as measured as having passed through the meter to the consumer’s property, at a per kilolitre price as determined by the Council from time to time and payable quarterly in arrears;
  - 2.2.3 Any additional service charge fixed by the Council from time to time as considered necessary for the maintenance and replacement of the water supply scheme and its operations.

- 2.2.4 A fee for the initial connection of the consumer's property to the Water Supply Scheme which fee shall include the cost of laying pipe work to the allotment(s) created and installation of a meter. Such fee shall be commensurate with the fees charged by SA Water for the same service as determined by the Council from time to time;
  - 2.2.5 A fee as determined by the Council for each new allotment created as a result of land division;
  - 2.2.6 A charge fixed by the Council from time to time for the purposes of funding future replacement of the Water Supply Scheme and infrastructure associated with the said Scheme;
  - 2.2.7 A charge fixed by the Council from time to time for the purposes of capital works as envisaged by clause 2.6.7 of this agreement;
  - 2.2.8 The Council will review the fees and charges pursuant to this clause as part of its Annual Business Plan, Budget and Rate declaration process;
  - 2.2.9 The Council reserves the right, at its absolute discretion, to determine and fix such fees and charges as contemplated by this clause as service charges, service rates and separate rates pursuant to Chapter 10 of the Local Government Act 1999;
  - 2.2.10 Any payment arrangements entered into with the consumer in respect of the fees and charges pursuant to this agreement will be documented and included as Schedule 2 to this Agreement.-
- 2.3 The Council shall furnish and fix at a convenient point on the consumer's premises to be decided by the Council and shall maintain in repair a meter for ascertaining the quantity of water used, and the consumer hereby agrees that the Council, or its servants and agents, may enter upon the consumer's property at all reasonable times during the term of this agreement or any renewal thereof and for a reasonable time after the expiration or determination thereof for the purposes of installing, repairing, removing or replacing the meter and the Council's piping connected thereto and for taking readings of the consumption recorded by the meter. The size of the service pipes shall be as decided by the Council. The consumer will at his own cost lay a pipe to the satisfaction of the Council from the outlet of the meter to the water storage tank on the land or premises for which the supply is required.
- 2.4 The consumer agrees that the consumer will keep the meter properly protected from damage and, in the event of any accident or damage occurring, the consumer will immediately give notice thereof to the Council, and further agrees that they will not:
- 2.4.1 Tamper with or interfere with the meter or any part of the supply system.
  - 2.4.2 Use any water from the system except that which has passed through the meter during the currency of this agreement or of any renewal thereof.
  - 2.4.3 Pump water from the meter or from any point on the pipe between the meter and the header tank.
- 2.5 The consumer agrees that the consumer will pay the cost of repair or replacement of a meter caused other than by ordinary wear and tear or damage caused by the Council or its agents.

- 2.6 It is expressly agreed and declared as follows:-
- 2.6.1 That the Council shall ensure that the Council provides a continuous supply of water at least to a standard consistent with the Handbook on Affordable Water Supply and Sewerage for Small Communities provided by the Water Services Association of Australia and the Agricultural and Resource Management Council of Australia and New Zealand, 1999 at a flow rate of five litres per minute to the consumer's land identified in the Schedule attached to this Agreement.
  - 2.6.2 That the Council however shall not be liable or responsible to the Consumer for any interruption to or diminution of or cessation of supply or any deterioration in the quality of the water supplied however caused nor for any loss or damage which may be occasioned thereby.
  - 2.6.3 That neither the consumer nor any person claiming through or under the consumer shall be entitled to hold the Council liable for any loss or damage whatsoever arising from the use of water obtained by the Council from its current source of supply.
  - 2.6.4 That no representation or warranty as to the fitness of the water for any particular purpose, including human or animal consumption, shall be deemed to be given by the Council either directly or by implication.
  - 2.6.5 The Council shall only supply water to any dwelling constructed on the allotments forming part of the Development and no provision is to be made for the supply of water to garden areas on those allotments, or to an indirect water supply being provided from the system.
  - 2.6.6 The Council may, at its absolute discretion, extend the water supply scheme to new consumers outside those allotments created as a result of the development.
  - 2.6.7 The Council may at its absolute discretion install any additional infrastructure required to provide services to additional new consumers who are accepted by the Council. On providing these additional capital works to meet these needs the Council shall be entitled to additional capital payments from the consumers for whom these additional capital costs have been incurred at such rates as determined by the Council from time to time.
  - 2.6.8 Consumers subsequently connecting to the scheme and subsequently taking a supply of water from the scheme after the effective date of the handover will pay the fees referred to in clause 2.2 of this agreement as applicable.
- 2.7 This agreement shall, unless sooner determined by the Council as herein provided, remain in force as long as the consumer is the registered proprietor of the land being supplied with water by the Council and identified in the attached Schedule.
- 2.8 The Council may set annually the water allowance for the consumer in any one year. The allowance, when set, shall be based upon the minimum supply available to the council and the capacity of the water supply scheme.



- 2.9 The quantity of water which shall be registered by the meter as having been supplied shall be deemed to be the quantity supplied and the consumer shall except as hereinafter provided be estopped from disputing the correctness of such registering or alleging that the meter was not in good working order and condition: PROVIDED ALWAYS that if the consumer shall at any time be dissatisfied with the quantity registered by the meter at any particular reading and shall desire to have the same tested, they may within fourteen days of such reading give written notice of such desire to the Council and the Council shall thereupon cause the meter to be tested by a competent engineer to be agreed upon between the consumer and the Council, and if not agreed upon, then to be nominated by the Minister for Water, Land and Biodiversity Conservation. If upon such testing the meter registers above five percent more than was actually passed through it at such testing, the Council will bear the expense of such testing and will also allow the consumer a proportionate rebate upon the quantity of water over registered in respect of which the said notice was given; but if the meter upon such testing was not registering more than five percent above the quantity that shall have actually passed through it, the consumer shall pay to the Council the costs of such testing.
- 2.10 A consumer on whose land or premises the meter shall be fixed by the Council for the purposes of facilitating the reading thereof shall keep the meter free from obstruction. If any consumer fails or neglects to keep such meter free from such obstruction the Council its servants or agents may in order to render the meter accessible for reading purposes enter on the lands or premises and remove the whole or part of such obstruction or alter the position of the meter and the consumer agrees to permit the Council its servants or agents to enter the premises for such purposes and to pay the expense of such removal or alteration.
- 2.11 All work done on the property of the consumer in accordance with the water supplied whether such work consists in the laying and fixing of new services or in the extension or alteration of existing services and fittings may be inspected by the council and the consumer will permit entry by the Council its servants or agents for such purposes and the consumer will give due notice of such laying, extension or alteration of service to the Council. The Council will not be bound to turn on water to any lands or premises where any such work shall have been executed until the said work shall have been inspected and approved by the Council. No underground or enclosed work shall be covered up or concealed from view until it shall have been duly inspected and passed by the Council or its servants or agents as duly authorised.
- 2.12 All private water piping and service shall be laid below ground surface at a depth of not less than 25cm over a distance of not less than 1.2 metres inside the meter. Any private pipes laid above the ground level shall be securely fixed to the satisfaction of the Council and every inside service standpipe shall be securely fastened to a standpipe post or other substantial structure.
- 2.13 Notwithstanding anything herein contained the consumer shall have no right to cancel this agreement and must accept such water as is supplied by the Council pursuant to this agreement.
- 2.14 The consumer shall not give, sell or transfer or otherwise make over any water supplied by the Council to any other person or land whatsoever.

- 2.15 The consumer may seek to divide their land and may apply to the Council for a new water supply service to the new allotment created as a result of such division but they shall not be provided with such a water supply until titles have issued in respect of the new allotments and the applicable fees and charges set out in clause 2.2 have been paid to the Council.
- 2.16 The Council may recover from the Consumer an amount per litre of water for every litre of water taken from the Scheme by the Consumer in excess of the quota referred to in Clause 2.8 of this Agreement (“the excess amount”). The excess amount shall be as determined by the Council from time to time.

### **3. TERMINATION**

- 3.1 The Council may terminate this agreement with immediate effect by giving notice to the Consumer if:
- 3.1.1 The Consumer fails to pay any sum of money within 14 business days after the date such payment fell due under this agreement;
  - 3.1.2 The Consumer breaches any other provision of this agreement and fails to remedy the breach within 14 business days after receiving notice requiring it to do so;
  - 3.1.3 The Consumer breaches a material provision of this agreement where that breach is not capable of remedy; or
  - 3.1.4 the Consumer ceases to own the land served through the said meter;
  - 3.1.5 the Council wishes to enter into a new water supply agreement with the owner; or
  - 3.1.6 the Council wishes to dispose of its interest in the scheme.
- 3.2 Accrued rights and remedies
- 3.2.1 Termination of this agreement under this clause does not affect any accrued rights or remedies of either party.
  - 3.2.2 Following termination of this agreement under clause 3.1 the Council shall be at liberty to remove the meter or cut off the supply of water agreed to be furnished to the Consumer.

### **4. MISCELLANEOUS**

- 4.1 Alteration  
This agreement may be altered only in writing signed by each party.
- 4.2 Approvals and consents  
Unless otherwise provided, a party may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this agreement.
- 4.3 Assignment  
A party must not assign this agreement or any right under it without the written consent of the other party.
- 4.4 Entire agreement  
This agreement:
- 4.4.1 constitutes the entire agreement between the parties about its subject matter;
  - 4.4.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.
- 4.5 Waiver  
A waiver of a provision of or right under this agreement:
- 4.5.1 must be in writing signed by the party giving the waiver;
  - 4.5.2 is effective only to the extent set out in the written waiver.

- 4.6 Exercise of power
- 4.6.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this agreement is not a waiver of that power or right.
- 4.6.2 An exercise of a power or right under this agreement does not preclude a further exercise of it or the exercise of another right or power.
- 4.7 Governing law
- 4.7.1 This agreement is governed by the law in South Australia.
- 4.7.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

## 5. GST

- 5.1 In this clause an expression defined in the A New Tax System (Goods and Service Tax) Act 1999 (Cth) has the meaning given to it in that Act.
- 5.2 If a party makes a supply under or in connection with this agreement in respect of which GST is payable, the consideration for the supply is increased by an amount equal to the GST payable by the supplier on the supply.
- 5.3 A party need not make a payment for a taxable supply under or in connection with this agreement until it receives a tax invoice for the supply.

## 6. NOTICES

- 6.1 A notice, demand, consent, approval or communication under this agreement (Notice) must be:
- 6.1.1 in writing, in English and signed by a person authorised by the sender; and
- 6.1.2 hand delivered or sent by pre paid post or facsimile to the recipient's address specified in this agreement, as varied by any Notice given by the recipient to the sender.
- 6.2 At the date of this agreement, the addresses and facsimile numbers for Notices are:
- District Council of Mount Remarkable
- Address: PO Box 94, Stuart Street, Melrose SA 5483
- Facsimile no: (08) 8666 2169
- Attention: Chief Executive Officer
- Consumer
- Address: <Insert Address>
- Facsimile No: <Insert Fax Number>
- Attention: <Insert Names>
- 6.3 A Notice is deemed to be received:
- 6.3.1 if hand delivered, on delivery;
- 6.3.2 if sent by prepaid mail, two Business Days after posting (or seven Business Days after posting if posting to or from a place outside Australia);
- 6.3.3 if sent by facsimile, at the time and on the day shown in the sender's transmission report, if it shows that the entire Notice was sent to the recipient's facsimile number last Notified by the recipient to the sender.
- However if the Notice is deemed to be received on a day that is not a Business Day or after 5:00 pm, the Notice is deemed to be received at 9:00 am on the next Business Day.
- 6.4 If two or more people comprise a party, Notice to one is effective Notice to all.

**7. COSTS**

- 7.1 Each party must pay its own costs of preparing this agreement and any document required by it.
- 7.2 The Consumer must pay (within the time permitted by statute) stamp duty and other government charges in respect of this agreement and any document required by it.

**IN WITNESS** whereof the parties have **EXECUTED** this Agreement on the date first hereinbefore appearing

**SIGNED**

for and on behalf of the

**DISTRICT COUNCIL OF MOUNT REMARKABLE** )  
by its duly authorised agent in the presence of: )

.....  
Sean Richard CHERITON  
Chief Executive Officer

.....  
Witness

DATED ..... 2009

**SIGNED**

by the said

**<PROPERTY OWNER NAME(S)>** )  
in the presence of: )

.....  
**<Individual NAME>**

.....  
Witness

DATED ..... 2009

## **SCHEDULE ONE**

Consumer's Full Name(s):

Consumer's Street Address:

Consumer's Postal Address:

Consumer's Phone Number:

Consumer's Facsimile Number:

Property Details:

Consumer's Certificate of Title Reference:

Consumer's Meter Number: