



# Developer Agreement (Subdivision with no Additional Assets)

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ between North East Water (NEW) of level 1, Hovell Street, Wodonga, and the 'Owner' specified below.

- A. The Agreement relates to the Owner's responsibilities with respect of water and or sewerage services for the subdivision undertaken by the Owner as numbered below and known to the Owner by the 'Development Name' specified.
- B. The signatures of the Owner and a delegate of NEW at the foot of each page of this document confirm a binding contract between the Developer and NEW in accordance with the provisions of this Agreement.

**Owner**

(Insert correct entity's name, address and ABN where relevant. The address nominated will be used for all formal purposes associated with the development)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

ABN: \_\_\_\_\_

**Development Name**

(Insert any name by which the Owner intends to publicise the development ready to market)

Name: \_\_\_\_\_

**Location**

Municipality: \_\_\_\_\_

**Plan of Subdivision**

Number: \_\_\_\_\_

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Signed for NEW



## OWNER'S OBLIGATIONS

The Owner must:

1. Comply with the conditions imposed on the Planning Permit by NEW for any works to be constructed to service the land and each lot in the proposed development.
2. Be solely responsible for any works (sewer connection points and or water tapplings) to serve the subdivision.
3. Ensure that any works providing water and sewer services complying with:
  - i. Water Services Association of Australia (WSAA) design manuals, general construction specifications and standard drawings.
4. Ensure that any works not defined in WSAA or NEW manual, specifications or drawings are carried out under individual works specifications approved by NEW.
5. Supply all material and carry out all the works using only materials selected from the WSAA products list and meeting the appropriate Australian Standards and of a type approved by NEW. No other material may be used without specific prior written approval by NEW.
6. Ensure that only one of NEW's Approved Contractor (sewer connections points) or licensed plumbers (water tapplings) are employed to complete any works using the appropriate application forms.
7. Ensure that 'as constructed' details are supplied to NEW at the completion of any works.
8. Accept full responsibility and accountability for the accuracy of as constructed details of any works to be taken over by NEW.
9. Indemnify NEW against any claims or costs, including all costs of rectification of faults arising from defects or failure of any of the works for a PERIOD OF ONE YEAR after practical completion of any of the works.
10. Pay NEW charges and fees as determined by NEW's current policy for tariffs and charges.
11. Pay headworks charges for water and sewer as determined by NEW's policy for development charges.

## NEW'S OBLIGATIONS

NEW must:

1. Establish the requirements to be fulfilled by the Owner for water supply and sewerage services to be connected to the development.
2. Determine standards required for design and construction of all works.
3. Determine acceptable materials, products and fittings.
4. Undertake quality audits as it sees fit and bring any variations or omissions discovered to the Owner's attention.
5. Determine headworks and other charges applicable to the development.
6. Accept responsibility for the operation and maintenance of any of the works from the date of practical completion, except where costs are incurred as a result of the works failing to meet NEW's requirements.

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Owner's Signature

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Signed for NEW