

## Introduction

The 2nd schedule of the agreement for water is totally unacceptable for the following reasons:-

1. It gives the holder no rights or opportunity to transfer water from one property to another.
2. It gives the holder of the entitlement no long-term assurance of supply, in spite of the fact that Coliban Water Authority is negotiating for a bulk water entitlement for its rural users under the present review.
3. It fails to offer any compensation for the loss of water entitlement to any person in spite of the fact that this entitlement clearly has a substantial capital value to both the Coliban Authority and the client. Water allocations have capital value to Coliban and the land to which it is allocated. Coliban has stopped trading and the sale of water permits.

1.0 - 1.1	No comment
2.0 - 1, 2, 3, 4, 5, 6	No change
3.0 - 3.1, 3.2a	No change
3.2b	As suggested by Harcourt Group
4.0 - 4.1a, b, c, d	No change
4.1e	Add "other than by a trading water entitlement".
5.0 - 5.1a	No change
5.1b	"The Authority shall accept its moral responsibility to supply water "- then Harcourts" according to this agreement unless the exceptional circumstances detailed in 6.1 apply".
5.2, 5.3, 5.4	No change
6.0 - 6.1a	No change
6.1b	Omit
6.1c, d, e, f	No change
6.2	Delete (important)
6.3a, b	No change
6.3c	Delete
6.4	Delete reference to 6.1b
7.0 - 7.1a, b	No change
7.2a, b	No change
7.2c	Delete
7.3	No change
7.4	On receipt of compensation payable by Authority.
8.0	No change
8.1	Delete (important clause)
8.2	No change
9.0 - 9.1	No change
9.2	Providing these measurements reasonably take into account the actual quantity deliverance to the customer.
10.0 - 10.0a, b, c, d	No change
10.2a	No comment
10.2b	7 days
10.2c, d	No change

10.3	No change
11.1	Add "as amended from time to time".
11.2	No change
11.3	Delete