

# Western Australia Agreement (Ord River Irrigation)

No. 50 of 1968

An Act relating to an Agreement between the Commonwealth and the State of Western Australia in respect of Financial Assistance for the construction of a Dam on the Ord River and associated Works.

[Assented to 21 June 1968]

**B**E it enacted by the Queen's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, as follows:—

1. This Act may be cited as the *Western Australia Agreement (Ord River Irrigation) Act 1968*. Short title.

2. This Act shall come into operation on the day on which it receives the Royal Assent. Commencement.

3. The execution, on behalf of the Commonwealth, of an agreement between the Commonwealth and the State of Western Australia substantially in accordance with the form set out in the Schedule to this Act is authorized. Execution of agreement authorized.

4. The payments and advances by the Commonwealth to the State of Western Australia provided for in the agreement referred to in the last preceding section may be made to that State, by way of financial assistance, on the terms and conditions contained in that agreement, out of the Consolidated Revenue Fund, which is appropriated accordingly. Payments and advances by the Commonwealth.

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## THE SCHEDULE

Section 3.

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AN AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and sixty-  
\_\_\_\_\_ BETWEEN THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the one part and THE STATE OF WESTERN AUSTRALIA (in this agreement called "the State") of the other part:

WHEREAS—

(a) it is desirable in the interests of the State of Western Australia and of the Commonwealth of Australia generally that works be carried out to assist in the development of water resources in the Kimberley region of the State;

THE SCHEDULE—*continued*

- (b) the State proposes to undertake the works described in the Schedule to this agreement for the construction of a dam on the Ord River and associated irrigation and drainage facilities and has requested the Commonwealth to provide financial assistance to the State for the carrying out of those works;
- (c) the State proposes to let a contract to enable the dam to be completed by June 1972 and to have irrigation water available during 1972 to allow development of farms at an approximate rate of 15 farms per annum;
- (d) the Commonwealth and the State have agreed that appropriate financial assistance for the carrying out of the works consists of an amount which does not exceed Forty-eight million one hundred and eighty thousand dollars (\$48,180,000) of which the costs of the works described in Part I of the Schedule will be provided by the Commonwealth as a non-repayable grant and the costs of the works described in Part II of the Schedule will be repayable by the State as provided in this agreement; and
- (e) the Parliament of the Commonwealth has authorized the grant of financial assistance to the State under section 96 of the Constitution of the Commonwealth of Australia upon and subject to the terms and conditions set out in this agreement.

NOW IT IS HEREBY AGREED as follows:—

**Definitions.**

1. In this agreement, unless the contrary intention appears—

“ financial year ” means a period of twelve calendar months ending on the thirtieth day of June;

“ the Minister ” means the Minister for National Development of the Commonwealth and includes such other Minister of State of the Commonwealth or member of the Federal Executive Council as is for the time being acting for and on behalf of that Minister;

“ the Schedule ” means the Schedule to this agreement;

“ the State Treasurer ” means the Treasurer of the State and includes such other Minister of the Crown as is for the time being acting for and on behalf of the Treasurer of the State;

“ the Treasurer ” means the Treasurer of the Commonwealth and includes such other Minister of State of the Commonwealth or member of the Federal Executive Council as is for the time being acting for and on behalf of the Treasurer; and

“ the works ” means the works described in the Schedule, or, if the Schedule is varied in accordance with clause 8 of this agreement, the works described in the Schedule as so varied.

**Financial assistance.**

2.—(1.) Subject to compliance by the State with the provisions of this agreement, the Commonwealth will in accordance with and subject to the provisions of this agreement provide financial assistance to the State in an amount equivalent to expenditure on the works.

(2.) The financial assistance to be provided by the Commonwealth under this clause shall not exceed in the aggregate the sum of Forty-eight million one hundred and eighty thousand dollars (\$48,180,000).

(3.) For the purposes of this agreement expenditure on the works means expenditure by the State on or in connexion with the works during the period commencing the tenth day of November, 1967, and includes planning, design and administrative expenses directly related to carrying out the works but does not include expenses that would have been or would be incurred whether or not the works were carried out.

**Payments by the Commonwealth.**

3.—(1.) The Commonwealth will, at the request of the State, from time to time and subject to the provisions of this agreement, make payments to the State in pursuance of clause 2 of this agreement amounts equal to expenditure on the works.

(2.) The State will furnish to the Treasurer such documents and other evidence in support of each request by the State for a payment to it by the Commonwealth under sub-clause (1.) of this clause as the Treasurer may from time to time reasonably request, whether the request is made by the Treasurer before or after the Commonwealth has made a payment pursuant to the request by the State.

THE SCHEDULE—*continued*

(3.) The State shall obtain the approval of the Treasurer to the apportionment of expenditure which is jointly attributable to the works described in Part I of the Schedule and to the works described in Part II of the Schedule.

(4.) Any statement of expenditure by the State forwarded to the Commonwealth in connexion with a request for payment under sub-clause (1.) of this clause shall be certified as to its correctness by the Auditor-General of the State.

4.—(1.) The Treasurer may, at such times and in such amounts as he thinks fit, make advances to the State on account of an amount that may become payable to the State under clause 3 of this agreement. Advances  
by the  
Commonwealth.

(2.) An amount or part of an amount advanced by the Treasurer under this clause may be deducted by the Commonwealth from amounts to be paid subsequently under sub-clause (1.) of clause 3 of this agreement, or if there are no further amounts to be paid under that sub-clause, shall be refunded by the State to the Treasurer at his request.

5. The State shall ensure that an amount, or any part of an amount, paid or advanced to the State under this agreement is not used or applied except for the purpose of meeting or of reimbursing to the State expenditure on the works. Use of  
payments  
and advances.

6.—(1.) Subject to sub-clause (2.) of this clause, the State shall repay to the Commonwealth so much of the payments made by the Commonwealth under clause 3 of this agreement and of the amounts advanced and not refunded under clause 4 of this agreement as were made or advanced in respect of the works described in Part II of the Schedule by thirty equal consecutive half-yearly payments, the first repayment to be made on the fifteenth day of December nearest to the date which is nine years and six months after the end of the financial year during which payment was made by the Commonwealth and subsequent repayments to be made on each fifteenth day of June and fifteenth day of December thereafter until the final repayment has been made. Repayments  
by the State.

(2.) The State may at any time, after giving to the Treasurer at least one month's notice of its intention so to do, repay to the Commonwealth the whole or any part not being less than One hundred thousand dollars of so much as remains unpaid by the State of a payment or advance, together with the interest on the amount repaid accrued to the date of repayment under the next succeeding clause.

7.—(1.) The State shall pay to the Commonwealth interest on so much of each amount which has been paid or advanced to the State and which is repayable by the State under this agreement as has not for the time being been repaid or refunded to the Commonwealth, calculated from the date upon which the amount was paid or advanced by the Commonwealth, at the rate provided in this clause. Interest.

(2.) The State shall pay the interest for the time being accrued under this clause on the fifteenth day of June and the fifteenth day of December in each year.

(3.) The rate at which interest is payable by the State under this clause in respect of an amount paid or advanced by the Commonwealth shall be the rate of yield to maturity of the long term loan last raised by the Commonwealth in Australia for public subscription prior to the date upon which the amount was paid or advanced.

8.—(1.) The State shall ensure that the works are carried out efficiently and in conformity with sound engineering and financial practices. Execution of  
the works.

(2.) To the extent that it is necessary for the more efficient fulfilment of the objectives of this agreement, the Schedule may be varied in such manner and to such extent as the State proposes and the Minister approves.

9. The State shall ensure that the works are carried out in accordance with the rate of construction as agreed from time to time between the Minister and the State. Rate of  
construction.

10. The State shall not let contracts for the performance of any part of the works to a value in excess of Five hundred thousand dollars for any one contract without obtaining the prior approval of the Minister. Contracts  
to be let.

THE SCHEDULE—*continued*

- Ord Project Co-ordinating Committee.**      11. The State shall appoint two persons nominated by the Secretary to the Department of National Development and the Secretary to the Department of the Treasury of the Commonwealth, respectively as members of the Ord Project Co-ordinating Committee which has been established by the State to facilitate the co-ordination of the works under this agreement.
- Supply of information.**      12. The State shall at the request of the Minister furnish to him such information in relation to the planning design and execution of the works or such other information for the purpose of or in relation to this agreement as he may require.
- Annual estimates.**      13. The State shall prepare and furnish to the Treasurer not later than the thirtieth day of April in each year a statement or statements showing the estimated expenditure on the works during the next succeeding financial year and estimates of the amounts that the State will request the Commonwealth to pay to the State under this agreement during that financial year.
- Audit.**      14.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the carrying out of the works shall be subject to audit by the Auditor-General of the State.  
 (2.) Until such time as the total amount of the financial assistance to be provided to the State under this agreement has been provided by the Commonwealth and supporting evidence to the satisfaction of the Treasurer in relation to all amounts paid or advanced is furnished by the State, a report on the audits and on the financial statements in respect of each financial year shall be furnished by the Auditor-General of the State to the Treasurer as soon as possible after the completion of the financial year, indicating, *inter alia*—  
 (a) whether the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and  
 (b) whether the expenditure of moneys is in accordance with this agreement, and including reference to such other matters arising out of the audits and financial statements as the Auditor-General of the State considers should be reported to the Treasurer.
- Notices, etc.**      15. Any notice, request or other communication to be given or made under this agreement by the Commonwealth to the State shall be deemed a sufficient notice if it is in writing signed by the Minister or by any person thereunto authorized in writing by him and any notice, application, request or other communication to be given or made by the State to the Commonwealth or the Minister shall be deemed a sufficient notice if it is in writing signed by the State Treasurer or any person thereunto authorized in writing by him.

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THE SCHEDULE

PART I

The construction of a dam on the Ord River which shall consist of—

- (a) an earth and rock-fill embankment and appurtenant works, across the Ord River about 30 miles upstream from the existing diversion dam of a height sufficient to store about 4,600,000 acre feet of water at full supply level of which about 4,200,000 acre feet are effective;
- (b) an uncontrolled spillway and incidental works associated therewith;
- (c) river diversion and outlet conduits together with incidental works associated therewith, to incorporate all necessary provision for the later installation of a hydro-electric generating station of an installed capacity of about 30,000 kilowatts;
- (d) construction of access roads and appurtenant works, establishment of administration and accommodation facilities and services including construction of power, water, sewerage and communication facilities.

THE SCHEDULE—*continued*

## PART II

The construction of a main irrigation channel, subsidiary irrigation channels, drains and associated structures for the extension of the existing irrigation area known as the Ord Irrigation Area, which shall consist of—

- (a) a main channel of sufficient capacity to supply the areas known as the Weaber and Carlton Plains, Keep River Plain and Knox Creek area. The capacity of the main channel is to be based on the assumed requirements of the whole of these areas, including those parts of the areas totalling about 50,000 acres which lie within the Northern Territory;
  - (b) distribution channels to and drainage channels from farm boundaries together with pumping installations and incidental works associated therewith for the development of a gross area of about 100,000 acres, lying in the State of Western Australia;
  - (c) construction of access roads and appurtenant works, establishment of administration and accommodation facilities and services including construction of power, water, sewerage and communication facilities.
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