

Queensland



Subordinate Legislation 1993 No. 10

Water Resources Act 1989

**WATER RESOURCES (PROSTON RURAL
WATER SUPPLY AREA) AGREEMENT
REGULATION 1993**

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Short title

1. This regulation may be cited as the *Water Resources (Proston Rural Water Supply Area) Agreement Regulation 1993*.

Agreement approved

2. The agreement set out in the Schedule is approved.

SCHEDULE

AGREEMENT

section 2

THIS AGREEMENT is made

BETWEEN: the PRIMARY INDUSTRIES CORPORATION, the corporation constituted by the Primary Industries Corporation Act 1992 (hereinafter called "the Corporation").

AND: COUNCIL OF THE SHIRE OF WONDAI of 31 Scott Street, Wondai in the State of Queensland (hereinafter called "the Council").

WHEREAS

- A. The Corporation is the administrator of the Proston Water Supply Area constituted under the Water Resources Act 1989.
- B. The Council is a Local Authority constituted under the Local Government Act 1936 as amended for the Shire of Wondai.

SCHEDULE (continued)

- C. The Proston Water Supply Area was constituted for the purpose of providing individual landholders within the area (hereinafter called "the Supply Area") with an adequate supply of suitable water for stock watering, dairy and/or domestic purposes by means of a reticulated water supply scheme.
- D. The Supply Area forms part of the Local Authority Area of the Council known as the Shire of Wondai.
- E. Agreement has been reached between the Corporation and the Council that management functions of the Supply Area would be better served if controlled locally by the Council.
- F. The Corporation and the Council wish to record their agreement with regard to the assumption by the Council of the management functions of the Supply Area. Transfer of these functions shall be in accordance with Section 9.75 of the Water Resources Act 1989.

NOW THIS AGREEMENT WITNESSETH:

1. The Corporation shall as from the First day of February, 1993 transfer and assign to the Council the following:-

SCHEDULE (continued)

- (a) The whole of the assets of the Supply Area including all existing works which form part of the Supply Area as at 1st February, 1993.
 - (b) The benefit of any agreements, contracts, licenses or any rights of any description that the Corporation may have arising out of or incidental to the exercise by the Corporation of its functions in the management of the Supply Area.
2. The Council for its part indemnifies and holds harmless the Corporation and each of its Departmental Officers from and against all actions suits claims demands and costs of whatsoever nature or kind which the Council or any of its Officers may at any time incur after the First day of February, 1993 in respect of or arising out of or incidental to the carrying out of the functions previously carried out by the Corporation or in respect of any assets either real or personal or any works that may have been transferred or assigned by the Corporation to the Council hereunder.
3. The Corporation for its part warrants to the Council as at the date of this agreement as follows:-
 - (a) The Corporation will transfer the sum of \$50,000 to the Council to assist with initial cash flow requirements of the Supply Area.

SCHEDULE (continued)

- (b) The Corporation will transfer the Supply Area to the Council free of any loan commitment.

- (c) A water supply agreement will be drawn up between the Council and the Corporation stating the annual water allocation and charges from the Tarong Pipeline.

The agreement would provide for review of the allocation and charges every four years.

- (d) Outstanding ratepayers' debt will be transferred with the Supply Area to be collected by Council. The Corporation will provide Council with a report on the outstanding debts and arrangements in place to reduce these debts.

Rate notices sent out in January 1993 will be made payable to Council.

- (e) A suitable vehicle will be transferred to Council for use in the operation of the Supply Area.

Material and tools purchased for the operation of the Supply Area will be passed over to Council.

SCHEDULE (continued)

- (f) The Corporation will provide civil, mechanical, electrical and administrative expertise from Boondooma Dam and Bundaberg in an advisory capacity for a period of 12 months from the date of transfer.

The Corporation will provide a short report outlining the policies and general rules relating to the operation of the Supply Area. This will support the Corporation's June 1991 Report on the Proston Water Supply Area, and will include a description of the electrical and mechanical operating features of the Supply Area pump stations.

If any actual specific work requests by Council are performed by personnel from the Corporation, the Council will be required to meet the salary and operating expenses of personnel engaged on the work.

- (g) Long Service Leave, Annual Leave and Sick Leave accrued as at 1st February 1993 by Mr J Mooney, the Supply Area's operation and maintenance employee will be either paid out to Mr Mooney (less sick leave) or transferred in full to Council for future distribution.
- (h) All expenditure incurred up to 1st February 1993 including water, electricity, material etc will be paid by the Corporation.

SCHEDULE (continued)

(i) LAND

- A Reserve for Water Supply and Recreation Grounds Purposes (R147) County of Boondooma, Parish of Proston is presently registered with the Corporation and Council of the Shire of Wondai as trustees. No amendments are proposed to this existing arrangement.

 - Allotment 16 of Section 3 County of Boondooma, Parish of Proston is currently owned by the Corporation for storage purposes for the Proston Water Supply Area by freehold title. The Corporation shall transfer ownership of this land to the Wondai Shire Council, at no charge to the Council.
- (j) There are no other liabilities of the Supply Area of any description whether contingent or otherwise other than those which have been disclosed by the Corporation to the Council (if any);
- (k) There are no current actions suits claims or demands of any nature or kind against the Corporation currently issued or served on the Corporation or contemplated to the knowledge of the Corporation pertaining to the Supply Area;
- (l) There are no outstanding judgements or orders of any kind against the Corporation or any of its officers pertaining to the functions of

SCHEDULE (continued)

the Supply Area or the exercise or non-exercise of those functions arising out of or incidental thereto;

- (m) There are no licenses, agreements or choses in action either for the benefit or detriment of the Supply Area other than those disclosed by the Corporation to the Council (if any);
 - (n) All assets of the Supply Area are presently and will on the First day of February, 1993 be free of all mortgages charges liens encumbrances estates claims rights titles demands and other interests whatsoever;
4. The Corporation shall on the First day of February, 1993 deliver to the Council all accounts, books, ledgers, financial records and other material records of every kind whatsoever of the Supply Area concerning the business or functions of the Supply Area. The Corporation warrants that all such accounts, books, ledgers, financial records and other material records have always been fully and properly and accurately kept and completed and that there are no material inadequacies or discrepancies of any kind contained or reflected therein or any of them up to the date hereof and that they show a true and fair view of the affairs of the Supply Area and are not misleading in any way whatsoever.

SCHEDULE (continued)

5. Both the Corporation and the Council shall do all things as may be required of them and sign all necessary documents in order to ensure the due fulfilment of the terms of this Agreement and the obtaining of the necessary approval of the Governor in Council hereto. This agreement does not come into effect until it is approved by the Governor in Council as part of the Order in Council which transfers the assets and functions of the Supply Area to the Council.

6. Any documents pertaining to the transfer of any assets of the Supply Area to the Council shall be prepared by the Corporation and submitted to the Council for execution after approval of this agreement by the Governor in Council.

SCHEDULE (continued)

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year hereunder written.

The Seal of the PRIMARY INDUSTRIES CORPORATION was hereto affixed by Ian Robinson a person duly authorised in that behalf, this 14th day of January, 1993:

I. B. Robinson

Witness W. Stewart

Given under the Common Seal of the COUNCIL OF THE SHIRE OF WONDAI on the 13th day of January, 1993 by authority of a specific resolution in that behalf by ALAN WILLIAM KEATES Shire Clerk, who certifies that he affixed such Seal hereto he being the proper Officer in the behalf and signed by PERCY HAROLD ISZLAUB Shire Chairman and ALAN WILLIAM KEATES Shire Clerk in the presence of:

P. H. Iszlaub Jnr
Shire Chairman

A.W. Keates
Shire Clerk

Witness Andrea Wecker

ENDNOTES

1. Made by the Governor in Council on 28 January 1993.
2. Notified in the Gazette on 29 January 1993.
3. Laid before the Legislative Assembly on . . .
4. The administering agency is the Department of Primary Industries.