

# Implementation Plan for COAG Strategy on Water and Wastewater in Remote Communities – Northern Territory

## NATIONAL PARTNERSHIP AGREEMENT ON WATER FOR THE FUTURE

### PRELIMINARIES

- 1 This Implementation Plan is created subject to the provisions of the *National Partnership Agreement on Water for the Future* and should be read in conjunction with that Agreement. The objective in the Agreement is to secure water supplies and to assist with climate change adaptation.
- 2 A strategy on water and wastewater services in remote (including Indigenous) communities has been developed by relevant jurisdictions under the 2008-2011 Council of Australian Governments (COAG) Work Program on Water. The objectives of this Strategy are to provide sustainable, secure and safe water supplies and wastewater services; provide a level of service that meets regulatory standards that would apply to any other community of similar size and location; and encourage responsible water use and where appropriate, water conservation.
- 3 The Commonwealth will provide a financial contribution of \$20.25 million for eight sub-projects in the communities of Nguiu, Wadeye, Umbakumba, Galiwinku and Angurugu to assist the Northern Territory to implement the Strategy.
- 4 The Territory by undertaking these eight sub-projects is contributing to the implementation of the Strategy.

### TERMS OF THIS IMPLEMENTATION PLAN

- 5 This Implementation Plan will commence as soon as it is agreed between the Commonwealth of Australia, represented by the Parliamentary Secretary for Sustainability and Urban Water and the Northern Territory (the Territory), represented by the Minister for Public and Affordable Housing ('the Parties').
- 6 This Implementation Plan will cease on completion of the project (scheduled for completion July 2012), including the acceptance by the Commonwealth of final performance reporting and processing of final payments against project milestones specified in this Implementation Plan.
- 7 This Implementation Plan may be varied by written agreement between the Ministers or their delegates.
- 8 Either Party may terminate this agreement by providing 30 days notice in writing. Where this Implementation Plan is terminated, the Commonwealth's liability to make payments to the Territory is limited to payments associated with project milestones achieved by the Territory.
- 9 The Parties to this Implementation Plan do not intend any of the provisions to be legally enforceable. However, that does not lessen the Parties' commitment to this Implementation Plan.

### PROJECT OBJECTIVE

- 10 The objective of this Implementation Plan is to improve the sustainability, security and safety of water supplies and services in Nguiu, Wadeye, Umbakumba, Galiwinku and Angurugu through the provision of water production and storage infrastructure.

The Project consists of the following eight sub-projects:

- i. Galiwinku Water Production
- ii. Angurugu Water Production
- iii. Angurugu Water Storage
- iv. Umbakumba Water Production
- v. Umbakumba Water Storage
- vi. Nguiu Water Storage
- vii. Nguiu Water Production
- viii. Wadeye Water Storage

## ROLES AND RESPONSIBILITIES

### Role of the Commonwealth

- 11 The Commonwealth Department of Sustainability, Environment, Water, Population and Communities (DSEWPaC) is responsible for reviewing the Territory's performance against the Project Milestones specified in this Implementation Plan and providing any consequential financial contribution to the Territory for that performance.

### Role of the Territory

- 12 The Territory will have responsibility for:
  - a) fully funding the Project after accounting for financial contributions from the Commonwealth and any third party;
  - b) completing the Project in a timely and professional manner in accordance with this Implementation Plan;
  - c) continuing to implement actions in Nguiu, Wadeye, Umbakumba, Galiwinku and Angurugu that support the Strategy on Water and Wastewater Services in Remote (including Indigenous) Communities and complement the Project; and
  - d) meeting all conditions including providing reports, in accordance with this Implementation Plan.
- 13 The Territory agrees to allow, at all reasonable times, appropriate Commonwealth representatives access to all sites where Project works are being or have been undertaken.
- 14 The Territory agrees to participate in meetings with the Commonwealth (either via teleconference, in person, involving site visits, or any other means) as deemed appropriate by both parties. These meetings will address the progress and status of the Project.
- 15 The Territory agrees to ensure that prior agreement is reached with the Commonwealth on the nature and content of any events, announcements, promotional material or publicity relating to the activity under this Implementation Plan, and the roles of both the Commonwealth and the Territory will be acknowledged and recognised appropriately.
- 16 The Territory agrees to have in place a project management plan for each of the sub-projects listed under Paragraph 10, and will provide copies of these to the Commonwealth.
- 17 This Implementation Plan will be implemented consistent with Commonwealth arrangements that seek to improve occupational health and safety standards in the building industry, specifically: the *Building and Construction Industry Improvement Act 2005* and *Building and Construction Industry (Accreditation Scheme) Regulations 2005*; and the *National Code of Practice for the Construction Industry* and the *Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry*.

## FUNDING, MILESTONES AND PAYMENTS

18 The maximum funding to be provided by the Commonwealth for the Project is \$20,250,000 payable in accordance with milestones set out in the Table 1 below.

Table 1 – Project Milestones and Payment Schedule

Milestone No	For period	Milestone	Milestone Progress Report due	Instalment
1	N/A	Commencement of construction and provision of Project Management Plan – Wadeye Water Storage (\$5,460,000)	Within 4 weeks of signature	\$5,460,000
2	Project Commencement – 30 April 2011	Commence construction and provision of Project Management Plans – Nguui Water Storage (\$1,150,000) and Production (\$205,000)	1 July 2011	\$1,355,000
3	1 May – 31 July 2011	Practical completion of Nguui Water Production (\$185,500) and Water Storage Projects (\$1,034,000) due 15 June 2011 Commence construction and provision of Project Management Plans: - Angurugu Water Production (\$285,000) and Water Storage (\$1,520,000) Projects - Umbakumba Water Production (\$440,000) and Water Storage (\$155,000) Projects - Galiwinku Water Production Project (\$910,000)	15 Aug 2011	\$4,529,500
4	1 Aug 2011 – 31 Aug 2011	Practical completion of Wadeye Water Storage Project.	15 Sept 2011	\$4,914,000
5	1 Sept 2011 – 31 Oct 2011	Practical completion of: - Angurugu Water Production (\$256,500) and Water Storage Projects (\$1,368,000) - Umbakumba Water Production (\$396,000) and Water Storage Projects (\$139,500) - Galiwinku Water Production Project (\$819,000)	15 Nov 2011	\$2,979,000
6		All construction complete and acceptance of the Final Reports for the above sub-projects by the Commonwealth.	July 2012	\$1,012,500
		Total		\$20,250,000

## Payment Schedule

- 19 Instalments are paid subject to the Commonwealth acceptance of milestones having been achieved during the previous reporting period and a forecast of intentions of works to be conducted in the next reporting period, as per Table 1. Evidence that a milestone has been reached for payment is to be through the provision of a progress report, photographs and other documentation.
- 20 Any Commonwealth financial contribution payable will be processed by the Commonwealth Treasury and paid to the Territory Treasury in accordance with the payment arrangements set out in Schedule D of the *Intergovernmental Agreement on Federal Financial Relations*.

## BUDGET

- 21 The Overall Project Budget for each component of the project is set out in Table 2. GST is not payable on amounts paid by the Commonwealth under this Implementation Plan.

Table 2 – Overall Project Budget

Galiwinku Water Production	\$1,820,000
Angurugu Water Production	\$570,000
Angurugu Water Storage	\$3,040,000
Umbakumba Water Production	\$880,000
Umbakumba Water Storage	\$310,000
Nguiu Water Storage	\$2,300,000
Nguiu Water Production	\$410,000
Wadeye Water Storage	\$10,920,000
Total estimated project budget	\$20,250,000
less estimated Commonwealth contribution	\$20,250,000
<i>equals</i> estimated contribution from non-Commonwealth sources	NIL

- 22 Having regard to the estimated costs of projects specified in the overall Project budget, the Territory will not be required to pay a refund to the Commonwealth if the actual cost of the Project is less than the agreed estimated cost of the Project. Similarly, the Territory bears all risk should the costs of a project exceed the estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the Territory to deliver projects cost-effectively and efficiently.

## REPORTS

- 23 Each Progress Report is to contain the following information:
- a) a description of actual performance of the Project to date against the project milestone/s, listed in Table 1, including a statement as to whether the Project is proceeding in accordance with the milestone activity schedule as set out in this Implementation Plan and if it is not, an explanation as to why and the action the Territory proposes to take to address the matter/s;
  - b) promotional activities undertaken in relation to, and media coverage of, the sub-projects listed at Paragraph 10 during the last reporting period; and
  - c) a description of the work that will be undertaken to complete the remaining project milestone(s) listed at Paragraph 10, and any expected promotional opportunities, during the next reporting period for the Project.
- 24 The final Project Report is due within 60 Business Days of the completion of the Project (or termination of this Implementation Plan or the Project) and will be a stand-alone document that can

be used for public information dissemination purposes regarding the Project. The final Project Report must:

- a) describe the conduct, benefits and outcomes of the Project as a whole;
  - b) evaluate the Project, including assessing the extent to which the objective has been achieved and explaining why any aspect were not achieved;
  - c) outline actions in Nguiu, Wadeye, Umbakumba, Galiwinku and Angurugu that support the Strategy for Water and Wastewater Services for Remote (including Indigenous) Communities, including how the Territory will monitor, evaluate and report on the ongoing operation of the infrastructure arising from this Implementation Plan; and
  - d) include a discussion of any other matters, relating to the Project, which the Commonwealth notifies the Territory should be included in this final Project Report at least 60 days before it is due.
- 25 The Territory agrees to meet any reasonable request by the Commonwealth to provide other information regarding the Project implementation.

#### NOTICE OF DETAILS FOR THIS PROJECT

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26 A notice relating to this Project, rather than the Agreement generally, is to be in writing and dealt with as follows:

- a) if given by the Territory to the Commonwealth:

Assistant Secretary  
Urban Water Security Branch  
Water Governance Division  
Department of Sustainability, Environment, Water, Population and Communities  
GPO Box 787  
Canberra ACT 2600.

Contact number 02 6274 1111

or

- b) if given by the Commonwealth to the Territory:

Director Infrastructure  
Strategic Indigenous Housing and Infrastructure Program (SIHIP)  
Remote Housing NT  
Department of Housing, Local Government and Regional Services  
Level 6 RCG Centre Mitchell Street Darwin

Contact number 08 8999 1926