

JULIUS DAM AGREEMENT ACT 1974

No. 72 of 1974

An Act relating to an Agreement between Australia and the State of Queensland in respect of the Construction of a Dam, to be known as the Julius Dam, on the Leichhardt River.

BE IT ENACTED by the Queen, the Senate and the House of Representatives of Australia, as follows:—

- Short title. 1. This Act may be cited as the *Julius Dam Agreement Act 1974*.¹
- Commence- 2. This Act shall come into operation on the day on which it receives
ment. the Royal Assent.¹
- Approval of 3. The agreement entered into between the Government of
agreement. Australia and the Government of the State of Queensland, being the
agreement a copy of which is set forth in the Schedule, is approved.
- Financial 4. The payments and advances by the Government of Australia to
assistance. the Government of the State of Queensland provided for in the agree-
ment referred to in section 3 may be made, by way of financial assistance
to that State, on the terms and conditions contained in that agreement,
out of the Consolidated Revenue Fund, which is appropriated
accordingly.

SCHEDULE

Section 3

AN AGREEMENT made the eleventh day of April, One thousand nine hundred and seventy-four Between THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA (in this agreement called “the Australian Government”) of the one part and THE GOVERNMENT OF THE STATE OF QUEENSLAND (in this agreement called “the State Government”) of the other part.

WHEREAS—

- (a) it is desirable that an additional supply of water be provided in the Mount Isa area for the consumption of existing users and for the future development of the region;
- (b) the State Government has proposed that the additional supply be provided by the construction of a dam on the Leichhardt River;
- (c) the estimated cost of constructing the dam and associated works is Seven Million three hundred and sixty thousand dollars (\$7,360,000);
- (d) the State Government has requested the Australian Government to provide financial assistance to the State towards meeting the cost of the works;
- (e) the Australian Government has agreed to request the Parliament of the Commonwealth to authorise the grant of financial assistance to the State to the extent and upon the terms and conditions set out in this agreement.

SCHEDULE—continued

NOW IT IS HEREBY AGREED as follows:—

1.—(1.) In this agreement unless the contrary intention appears—

“clause” means clause of this agreement;

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

“the Minister” means the Minister for Northern Development;

“the Schedule” means the Schedule to the agreement and, in the event that the Schedule is at any time varied, means the Schedule as so varied;

“the Treasurer” means the Treasurer of the Australian Government; and

“the works” means the dam and the works associated with, and with the construction of, the dam set out in the Schedule.

Interpretation.

(2.) Where in this agreement a Minister is referred to, that reference shall be deemed to include any other Minister of the Commonwealth or of the State or any member of the Federal Executive Council or of the Executive Council of the State, as the case may be, who may for the time being be acting for and on behalf of the Minister referred to.

2. This agreement shall have no force or effect and shall not be binding upon either party until it has been approved by the Parliament of the Commonwealth.

Approval of Agreement.

3.—(1.) Subject to the compliance by the State Government with the provisions of this agreement, the Australian Government will, in accordance with and subject to the provisions of this agreement, provide no later than the fifteenth day of December 1974 financial assistance to the State Government to meet expenditure on the works in an amount not exceeding Two million dollars (\$2,000,000).

Financial Assistance.

(2.) For the purpose of this agreement expenditure on the works means expenditure incurred by the State on or in connection with the works up to and including the thirtieth day of June 1974 and includes the acquisition of land and planning, design and administration expenses directly related to the carrying out of the works but does not include expenditure that would have been or would be incurred whether or not the works were carried out.

4.—(1.) The Treasurer may at such times and in such amounts as he thinks fit, make advances on account of the payments that the Australian Government may become liable to make under clause 6.

Advances.

(2.) An amount, or part of an amount, advanced by the Treasurer under this clause may be deducted by the Australian Government from an amount that subsequently becomes payable under clause 6, or if no further amounts will become payable under that clause, shall be refunded by the State Government to the Australian Government at the request of the Treasurer.

5. The State Government shall ensure that an amount or any part of an amount advanced to the State Government and not refunded under the last preceding clause is not used or applied except for the purpose of meeting or of reimbursing to the State Government expenditure on the works.

Use of Advances.

6. The Australian Government will at the request of the State Government from time to time and subject to the provisions of this agreement make payments to the State Government of the financial assistance to be provided to the State under this agreement.

Payments of Financial Assistance.

7.—(1.) The State Government shall furnish to the Treasurer such documents and other evidence to justify the making of an advance under clause 4 or to show how an amount or any part of an amount, advanced under that clause has been used or applied, or to support a request by the State Government for a payment under clause 6 as the Treasurer may at any time reasonably request, whether the request by the Treasurer is made before or after the Australian Government has made any relevant advance or payment.

Supporting Financial Evidence.

(2.) Any statement of expenditure by the State Government forwarded to the Australian Government in connexion with a request for a payment under clause 6 shall be examined and reported upon in the manner more particularly described in sub-clause (2.) of clause 14 of this agreement.

SCHEDULE—continued

Interest.

8.—(1.) Interest at the rate provided in this clause shall accrue in respect of each payment or advance made to the State Government under clause 4 or clause 6 of this agreement calculated from the date on which the payment or advance was made on so much of the payment or advance as for the time being has not been repaid by the State Government under the next succeeding clause or, in the case of an advance, refunded to the Australian Government under clause 4.

(2.) The amount of the interest that has accrued under this clause shall be calculated as at the fifteenth day of June 1974 and the amount so calculated shall be regarded for the purposes of this clause and the next succeeding clause, but not for other purposes of this agreement, as if it were a payment of that amount that was made to the State Government by the Australian Government under this agreement on the date at which it was calculated and accordingly shall bear interest at the rate provided in this clause from that date.

(3.) Interest that accrues under this clause, including interest in respect of the amount calculated as provided in the last preceding sub-clause, after the fifteenth day of June 1974 shall be payable by the State Government as provided in the next succeeding clause.

(4.) The rate at which interest shall accrue under this clause in respect of a payment or advance or the amount calculated pursuant to sub-clause (2.) of this clause shall be the maximum rate authorized by the Australian Loan Council to be paid in respect of private borrowings having a term of ten years that might be raised by semi-governmental authorities at the time the payment or advance was made or the amount was calculated under sub-clause (2.) of this clause, as the case may be.

Payment of Instalments and Balance.

9.—(1.) Subject to the provisions of this clause, the State Government shall repay to the Australian Government each of the payments made under clause 6 and of the advances made to the State Government and not refunded under clause 4 together with the interest referred to in sub-clause (3.) of the last preceding clause by thirty equal half-yearly payments the first payment to be made on the fifteenth day of December 1974 and subsequent payments on each succeeding fifteenth day of June and fifteenth day of December.

(2.) The amount of a half-yearly payment by the State Government provided for by the preceding sub-clause of this clause shall not be reduced except by virtue of the succeeding provisions of this clause.

(3.) In addition to making half-yearly payments in accordance with sub-clause (1.) of this clause, the State Government may on any fifteenth day of December or on the fifteenth day of June, after having given to the Treasurer notice in writing of at least one month of its intention to do so, pay to the Australian Government an amount of One hundred thousand dollars (\$100,000) or a multiple thereof.

(4.) Interest shall accrue on an amount paid by the State Government under the last preceding sub-clause at the rate that is applicable in accordance with sub-clause (4.) of the last preceding clause to the payment or advance to the State Government under this agreement with respect to which the amount is paid by the State, the interest to be calculated from the date of payment and compounded with half-yearly rests on each fifteenth day of June and December.

(5.) When on any fifteenth day of December or fifteenth day of June the half-yearly payment due by the State Government under sub-clause (1.) of this clause exceeds the amount by which the unrepaid balance of the relevant payment or advance together with unpaid interest on the payment or advance up to and including that date exceeds the total of the amounts paid by the State Government to the Australian Government in accordance with sub-clause (3.) of this clause with respect to that payment or advance together with interest accrued on those amounts up to and including that date under sub-clause (4.) of this clause, the State Government shall pay to the Australian Government the amount of the second-mentioned excess in lieu of the amount of the payment due under sub-clause (1.) of this clause and no further payments shall be required to be made by the State Government to the Australian Government under this clause in respect of that payment or advance.

(6.) Notwithstanding anything expressed to the contrary in the preceding sub-clauses of this clause the State Government shall pay to the Australian Government the full amount, as determined by the Treasurer, of the unrepaid balance of the total amount repayable by the State Government under this agreement on the fifteenth day of June 1984.

SCHEDULE—continued

10.—(1.) The State shall ensure that the works are carried out efficiently and in conformity with sound engineering and financial practices, and that in the construction of the works and operation of the dam environmental factors are considered. Execution of 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.

11. The State shall from time to time at the request of the Minister furnish to him such information as he may reasonably require for the purposes of or in relation to this agreement. Provision of Information.

12. The State shall prepare and furnish to the Treasurer not later than the thirtieth day of April or such other date as may be specified by the Treasurer in each year an estimate of the amounts which the State will request the Australian Government to pay to the State under this agreement during the next succeeding financial year. Estimates.

13. The State shall—

- (a) keep full accounts and records of all financial transactions, work done, and plant, stores, materials and equipment used or disposed of, in connexion with the works; and
- (b) furnish to the Treasurer, as soon as possible, after the completion of each financial year in which there is expenditure on the works, a progress report on the performance of the works, together with financial statements showing expenditure on the works up to the preceding thirtieth day of June, the latest estimate of the complete cost of the works, and the estimated amounts of annual expenditure necessary to complete the works. Financial Records.

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. Audit.

(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 Australian Government 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 in the opinion of the Auditor-General the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and
- (b) whether in the opinion of the Auditor-General 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.

15. Any notice, request or other communication to be given or made under this agreement by the Australian Government to the State shall be deemed a sufficient notice if it is in writing signed by the Minister or by any person thereunto authorised in writing by him or any notice, application, request or other communication to be given or made by the State to the Australian Government or the Minister shall be deemed a sufficient notice if it is in writing signed by the State Treasurer or any person thereunto authorised in writing by him. Notices.

THE SCHEDULE

Clauses 1 and 10

DESCRIPTION OF THE WORKS

1. The construction of a dam on the Leichhardt River about 391 kilometres upstream from the mouth of the river, being a dam of sufficient height to store approximately 124 million cubic metres of water.

2. The construction of auxiliary embankments and of spillway and outlet works.

THE SCHEDULE—continued

3. The construction of access roads to the dam and to the spillway and outlet works.
4. The relocation of roads and other services that may be affected by the storage of water in the dam.
5. The carrying out of works incidental to any of the works referred to in the preceding paragraphs of this Schedule.
6. The establishment of construction camps required in connexion with the carrying out of any of the works referred to in the preceding paragraphs of this Schedule and the provision of services necessary for those camps including the construction of roads and the provision of power, water, sewerage and telecommunication facilities.

IN WITNESS WHEREOF this agreement has been signed as at the date and year first above written.

SIGNED for and on behalf of the Australian
Government by the Honourable EDWARD
GOUGH WHITLAM, Prime Minister, in the
presence of— } E. G. WHITLAM
M. DELANEY

SIGNED for and on behalf of the State
Government by the Honourable JOHANNES
BJELKE-PETERSEN, Premier, in the pres-
ence of— } JOH. BJELKE-PETERSEN
J. T. MAHER

NOTE

1. Act No. 72, 1974; assented to 4 October 1974.