

DEED OF AGREEMENT
OF THE
ORANA WATER UTILITIES ALLIANCE

1. Background

It is agreed that Orana Water Utilities Alliance (OWUA) member councils will enter into a new Deed of Agreement for a further period of five (5) years.

It is further agreed that the new Deed of Agreement will be in accordance with the terms of the previous Deed of Agreement subject to necessary changes due to the dissolution of the Orana Joint Organisation and the commencement of the Alliance of Western Councils.

2. Vision Statement

The member councils of the OWUA commit to provide a unified approach to the sustainable delivery of water supply and sewerage services, and to achieve and maintain gazetted Best Practice by the earliest feasible date, including advocating for quality training in our region.

3. Objectives

The forming of a collaborative arrangement allows the member councils to pool resources, reduce duplication and form a common platform to develop initiatives.

Initially the following are the objectives of the OWUA:

- (a) Resource and staff skill sharing;
- (b) Water resource sharing opportunities;
- (c) Peer review of performance and mentoring where appropriate;
- (d) Development of shared best practice strategies;
- (e) Funding of best practice strategies and goals;
- (f) Training and training resource sharing.

These objectives will be reviewed annually by the Alliance members.

4. Commitment

Each council will agree to work actively towards the achievement of the Vision and Objectives by agreeing on a timetable and committing funds. The councils agree that, in order to achieve the Objectives developed by the Technical Advisory Committee of the Alliance within a reasonable timeframe, it may be necessary for individual member councils to increase water and sewer charges to meet the funding of Best Practice Requirements.

5. Membership

The following are the councils which have agreed to undertake the Water Utilities Alliance:

Brewarrina Shire Council
Bogan Shire Council
Bourke Shire Council
Central Darling Shire Council
Cobar Shire Council
Coonamble Shire Council
Dubbo Regional Council
Gilgandra Shire Council
Mid-Western Regional Council
Narromine Shire Council
Walgett Shire Council
Warren Shire Council
Warrumbungle Shire Council

Under the Mandatory Alliance concept, the agreement will be irrevocable for its term.

The agreement will become null and void should legislative change occur resulting in the ability of the individual councils to continue conducting the provision of water supply and sewerage services.

6. New Members

A new member council may be admitted to the Alliance, on agreement of the majority of member councils.

7. Term of the Agreement

The period of this agreement will be for the period commencing on 1st July 2023 and finishing 30 June 2028.

8. Structure of the Alliance

8.1 Statutory Basis

The OWUA will be operated under the provisions of the Alliance of Western Councils.

The Alliance is a co-operative arrangement and has no legal recognition in its own right (viz, it is not a legal entity). All contractual and staffing obligations will be discharged jointly or severally by the member councils as may be determined from time to time in response to the issue at hand.

8.2 Alliance Board

The Alliance will be headed by a Management Board made up of the General Managers from each of the member councils who will undertake the governance of the Alliance.

The Chairperson of the Management Board will be the sponsoring General Manager.

The Management Board will follow the NSW Office of Local Government Code of Meeting Practice.

The Board shall meet six (6) monthly, or more frequently if required.

8.3 Technical Advisory Committee (or Steering Committee)

The Technical Advisory Committee will consist of one staff member (as a minimum) from each of the member councils who is directly involved in the operation and management of their water supply and sewerage services.

The Technical Advisory Committee will meet bi-monthly, or more frequently if required.

The Technical Advisory Committee will elect a Chairperson and up to two deputy chairpersons at the AGM to be held at the first meeting of each calendar year. Each appointment will be for a term of 12 months.

The Deputy Chairpersons will report to the Chairperson and the Chairperson will report directly to the sponsoring General Manager and the Management Board. It is noted that the Chairperson has authority to speak to and on behalf of the Alliance in to Government and other Stakeholders in relation to matters pertaining to the Alliance.

The Technical Advisory Committee, will recommend to the Management Board the appropriate course of actions to meet the Objectives of the Alliance. Annually, the Objectives of the Alliance will be reviewed and performance indicators and timeframes will be determined.

It will be the function of the Management Board to review the progress of any performance indicators and timeframes which have been committed to on a six (6) monthly basis.

8.4 Project Officer

The member councils have agreed to support a three (3) day a week Project Officer (through Mid-Western Regional Council) to undertake the tasks adopted by the Management Board.

The cost of the Project Officer will be shared by the member councils based on a cost determined under Section 12 - Fees and Charges.

The Project Officer will report directly to the Chairperson and the Sponsoring General Manager.

9. Access to Property, Data and Records

Each member council gives an unreserved undertaking to allow unobstructed access by other member councils to property, data and records relating to the functions and objectives of the OWUA.

10. Intellectual Property

Each member council will have the right to use and regard as its own any procedure, policy or other relevant documents developed or created as a result of the OWUA.

11. Fees and Charges

The member councils have agreed to pay a flat fee of \$7,702.49 per annum (plus GST). This flat fee will cover the employment costs including on-costs of the Project Officer, as well as travel expenses, accommodation and incidentals as necessary. The annual payment will fall due at the beginning of each financial year. Further increases of the flat fee will be agreed by the Management Board and be no less than the Consumer Price Index (CPI).

All projects determined by the Technical Advisory Committee will be paid for by those member councils participating in that particular project and the percentage contribution towards the cost of this project will be based on the number of water connections of each participating council.

12. Stakeholder Reporting

The Alliance Management Board will provide an Annual Report indicating the progress made against the objectives, performance indicators and timeframes as previously determined to each member council.

13. Termination of the Agreement

This agreement is irrevocable by the members for the term of the agreement.

Should a member council not be prepared to continue the agreement on the expiry of the current term, six months' written notice will be required prior to the expiration of the current Deed of Agreement.

Signed by Brewarrina Shire Council

.....
Name - General Manager

.....
Signature

.....
Date

Signed by Bogan Shire Council

.....
Name - General Manager

.....
Signature

.....
Date

Signed by Bourke Shire Council

.....
Name - General Manager

.....
Signature

.....
Date

Signed by Central Darling Shire Council

.....

Name - General Manager

.....
Signature

.....
Date

Signed by Cobar Shire Council

.....
Name - General Manager

.....
Signature

.....
Date

Signed by Gilgandra Shire Council

.....
Name - General Manager

.....
Signature

.....
Date

Signed by Mid-Western Regional Council

.....
Name - General Manager

.....
Signature

.....
Date

Signed by Narromine Shire Council

.....
Name - General Manager

.....
Signature

.....
Date

Signed by Walgett Shire Council

.....
Name - General Manager

.....
Signature

.....
Date

Signed by Warren Shire Council

.....

Name - General Manager

.....
Signature

.....
Date

Signed by Warrumbungle Shire Council

.....
Name - General Manager

.....
Signature

.....
Date

Signed by Coonamble Shire Council

.....
Name - General Manager

.....
Signature

.....
Date

Signed by Dubbo Regional Council

.....
Name - General Manager

.....
Signature

.....
Date