

JOINT MEMORANDUM TO PARLIAMENT

BY

MINISTER FOR FINANCE

MINISTER FOR WORKS AND HOUSING

MINISTER FOR SANITATION AND WATER RESOURCES

MINISTER FOR LOCAL GOVERNMENT AND RURAL DEVELOPMENT

MINISTER FOR INNER CITY AND ZONGO DEVELOPMENT

ON A

PROPOSED SDR 144.1 MILLION CREDIT

(EQUIVALENT TO US\$200.0 MILLION)

FROM

THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) OF
THE WORLD BANK GROUP

TO FINANCE THE PROPOSED GREATER ACCRA RESILIENT AND INTEGRATED DEVELOPMENT PROJECT (GARID)

OCTOBER, 2019

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ATTACHMENT:

Negotiated Draft Financing Agreement

PARLIAMENT DECISION REQUESTED

Honourable Members of Parliament are respectfully requested to consider and approve a proposed SDR144.1 million (US\$200.0 million equivalent) credit from the International Development Association (IDA) for the implementation of the Proposed Greater Accra Resilient and Integrated Development Project (GARID).

2. Cabinet at its sixty-second meeting held on Thursday, 3rd October 2019 granted approval for the proposed Financing and recommended same to Parliament.

BACKGROUND

- 3. Climate change has become one of the biggest challenges of this century, triggering global efforts to finding solutions to the menace including mitigation and adaptation measures. There are clear signs of the direct manifestations of climate change in the World (Ghana is no exception) increased temperatures, rainfall variability, sea-level rise, coastal erosion, greenhouse gas emissions and loss of carbon sinks.
- 4. Unfavourable weather events present threats to national development and economic growth. In Ghana, flooding for instance has been a major setback in both urban and rural areas in the last decade. Statistics have demonstrated that flood events negatively impact on lives, livelihoods, human settlements, natural resources and infrastructure. The November 2007, June 2010 and 2015 floods demonstrated how climate change can reverse development gains. Below are some statistics of the events:
 - November 2007 Northern Floods: affected 332,600 people 56 deaths were recorded, about 35,000 houses, 1,500km of road and thousand hectares of crops were destroyed;
 - June 2010 Floods: about 24 deaths, more than a 1,000 homes destroyed, millions of dollars in property losses, 5,000 people evacuated in Tema and a bridge linking Ghana and neighboring Togo collapsed, cutting off travel between the two West African countries;
 - June 2015 Floods: this flood event affected 53,000 people with 152 deaths, caused major damages and losses in the housing, transport, water, and sanitation sectors amounting to US\$55 million, with an estimated US\$105 million reconstruction cost.
- 5. In the aftermath of the June 3, 2015 floods, there was a renewed commitment by Government and all key stakeholders to prioritize issues that are crucial for resilient urban development and flood mitigation. The commitment to reduce the vulnerability of people, livelihoods, property and the economy at large to flood-related risks led to the development of the Greater Accra Spatial Development Framework (2017-2037) and the City Strength Diagnostics (2017). These documents provide clear strategic direction for resilient urban development within the Greater Accra Region (GAR).
- 6. The flooding in GAR is usually severe along the **Odaw River Basin** and the following factors have been attributed to it:
 - Climate Change, Poor Drainage and Low Topography: Several factors contribute to flooding along the Odaw river basin; these include heavy rains, high sea levels, low capacity of drains, heavy silting, erosion, waste accumulation, and poor drainage in built-up areas. During the 2015 floods, the business and industrial areas around Circle

- and Kaneshie were heavily affected. Modelling results show that the floodwater which accumulated there was due to the flat landscape, low altitude and lack of discharge capacity of the Odaw drain.
- Poor Solid Waste Management: The GAR generates between 2,500 and 3,000 tons of solid waste daily. It is estimated that about 75% of this waste is collected. However, low-income communities are mostly underserved, resulting in households sending their waste to central communal containers, coupled with limited collection points and transfer stations, the waste collected commonly ends up in open drains, watercourses, streams or illegal dumpsites, which cause higher flooding impacts.
- Informal Settlements, Low-Income and Zongo Communities: The urban poor in the GAR tend to reside in low-lying areas, often informal settlements associated with overcrowding, and poor access to basic services. Informal dwellers make up 38.4 percent of the population within the Accra Metropolitan Assembly (AMA). Access to basic services like solid waste collection and drainage management is limited and these contribute to blockage of drains which result in flooding. The poor urban households are therefore, usually more affected by flood impacts than the rest of the population.
- Metropolitan Level Integrated Planning and Coordination: Flood risk management requires inter-jurisdictional integrated planning and coordination as an action in upstream Metropolitan, Municipal, and District Assemblies (MMDAs) can affect flooding impacts downstream. Each MMDA, however, is a planning authority with its budgets and institutional frameworks. Though, the Greater Accra Regional Coordination Council (GARCC) is responsible for coordinating the work of the Assemblies, the coordination mechanisms for integrated urban planning, service delivery and spill-over effects among the 29 MMDAs in the region remain weak. The weak coordination adversely affects response to flooding and the delivery of essential urban services including solid waste, sanitation, drainage, land use planning and controls of illegal structures on the flood plains.
- 7. Given the magnitude and complexity of the above-mentioned challenges, GARID is designed as the first phase of a Series of Projects (SOP) to address the perennial flooding in GAR.

PROJECT DESCRIPTION

- 8. Project Development Objective (PDO): The objective of the project is to improve flood risk management and solid waste management in the Odaw River Basin of the GAR and improve access to basic infrastructure and services in the targeted communities within the Basin.
- 9. Credit Amount and Duration: The cost of the proposed project is estimated at US\$200.0 million and will be fully financed with an IDA credit. The project is expected to close on December 31, 2025.
- 10. Project Components: The Project is structured around five (5) components as described below:

Component 1: Climate Resilient Drainage and Flood Mitigation Measures (US\$92M)

This component is led by the Ministry of Works and Housing (MWH). It aims at developing sustainable capacity for flood risk management and mitigating the flood risk within the Odaw River Basin by implementing a strategy that combines structural and non-structural measures.

- ♣ Subcomponent 1.1: Structural measures to mitigate flood impacts in the Odaw River Basin (US\$85M): This subcomponent will finance investments that will reduce the frequency of flood occurrence within the Odaw River Basin to once in every 10 years. Focus will be on the areas at the highest risk of flooding in the primary Odaw channel (downstream of the confluence between the Odaw and the Onyasia streams). The specific interventions will include:
 - **Periodic dredging** of the Odaw drain downstream of Caprice to the sea outlet to restore its hydraulic discharge capacity;
 - Building of sand traps at Caprice on the main channel and downstream sections of river tributaries to reduce the regular sediment load on the channel;
 - Repairing of the damaged lined sections of the Odaw and Nima drains;
 - Building of flood detention basins to store peak floodwaters;
 - Reconstruction of vehicular and railway bridges in the downstream sections of the Basin, to reduce hydraulic impediments due to the low height of the bridges;
 - Rehabilitation and maintenance of a weir in the Korle Lagoon, which causes backwater effects during high flows exacerbating the floods upstream to allow for a freer flow of flood waters to the Korle Lagoon and sea outlet; and
 - Re-engineering and reconfiguration of the sea outlet to reduce hydraulic interference at the point of discharge to the sea.
- ➡ Subcomponent 1.2: Non-structural measures to improve flood warning and preparedness (US\$7M): This sub-component will focus on scaling up and modernization of existing flood forecasting, warning and emergency response system for the GAR. Community awareness and preparedness will also be enhanced by providing support to key agencies involved in the hydrometeorological and flood early warning value chain. The sub-component aims at laying the foundation for integrated modernization of hydromet and early warning services, which will inform the modernization of forecasting, warning and emergency response systems for other basins in subsequent phases, and strengthen operational collaboration between Hydrological Services Department (HSD), Ghana Meteorological Agency (GMet), Water Resources Commission (WRC), National Disaster Management Organization (NADMO) and Metropolitan, Municipal, and District Assemblies (MMDAs) to provide Flood Early Warning Services for Greater Accra (FEWS Accra). The specific activities to be undertaken include:
 - development of a flash flood guidance system and procurement of priority hydromet stations in the GAR:
 - a comprehensive analysis of areas at risk of flooding in the GAR (beyond the Odaw Basin):
 - **support for contingency planning** and community awareness campaigns to ensure the 'last mile' connection of the early warning system with the communities;

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 - a comprehensive analysis of areas at risk of flooding in the GAR (beyond the Odaw Basin);
 - support for contingency planning and community awareness campaigns to ensure the 'last mile' connection of the early warning system with the communities;

- support for NADMO and MMDAs with basic emergency management equipment;
 and
- support for improving coordination of flood management actions at the metropolitan level and across MMDAs and within MMDAs.

Component 2: Solid Waste Management Capacity Improvements (US\$42.2M)

This component is led by Ministry of Sanitation and Water Pesources (MSWR) and aims at reducing the amount of solid waste flowing into the primary Odaw channel. The interventions under the component include community-based solid waste management interventions in targeted low-income communities including a major outreach program to sensitize and improve public behaviour on solid waste management, improved litter management, construction of waste transfer stations, capping of old dump sites and final solid waste disposal capacity improvements.

- ↓ Sub-component 2.1: Community-based solid waste management interventions and communication campaign (US\$7.9M): This sub-component targets low-income or informal communities of the Odaw Basin that are the highest contributors to solid waste in primary Odaw Channel. The communities and businesses will be engaged to improve the management of solid waste by inviting them to participate in community clean-up campaigns, community mobilization and awareness raising. Expenditure to be financed include:
 - acquisition of skip buckets, waste bins, tricycles and handcarts to support the collection of waste;
 - implementation of a results-based incentive programme; the programme will provide
 grant incentives to communities that have improved waste collection and reduction of
 solid waste disposed into the drainage system;
 - development of a comprehensive litter management strategy that will identify and adopt measures to reduce the amount of solid waste that flows from secondary drains into the main Odaw channel; and
 - provision of waste collection bins, and signages along the channel to prevent people from deliberately dumping waste into the channel.
- → Sub-component 2.2. Waste Transfer Stations, Materials Recovery Facility and Centre of Excellence for Solid Waste Management (US\$11.5M): Waste transfer stations are necessary to reduce the travel time for hauling solid waste from the municipalities to the final disposal sites, which are located on the outskirts of the metropolis. This sub-component finances solid waste transfer stations including one at the University of Ghana that will comprise a Centre of Excellence for Solid Waste Management. The Centre of Excellence will support research and innovations in behavioural changes, material recovery, reuse and recycling. The sub-component will also conduct a comprehensive assessment and adopt cost recovery mechanisms to ensure Operations and Management (O&M) and financial sustainability of the transfer stations.
- 4 Sub-component 2.3. Capping of old dump-sites (US\$2.8M): This sub-component finances the closing of old waste dumpsites within the Odaw River Basin. These dumpsites worsen the pollution of the Odaw River through the leachate discharged and the disposal of plastics and other materials into the drains and waterways. The sub-component will support:

- capping of the dumpsite at Abloragyei in the Ga East Municipal covering an area
 of approximately 21 acres and other dumpsites or old landfills identified during
 project implementation. This includes a post-closure management plan to ensure
 that the site has proper land use and associated O&M to prevent further dumping;
 and
- installation of gas capture facilities for these existing sites, to reduce the methane gas currently being emitted.
- ➡ Sub-component 2.4. Extending Final Disposal Capacity for the GAR (US\$20M): The sub-component supports extending final solid waste disposal capacity to accommodate the waste from transfer stations. The current landfill at Kpone is almost at its capacity, but there is an option to develop additional cells close to the landfill. The Project will support the development of additional cells at the Kpone landfill and provide for operations, maintenance and improving management of the landfill. This would include improving health and safety of workers and waste pickers, and improving the leachate collection and treatment system. Meanwhile, once a new site with large capacity to accommodate solid waste from the GAR is identified, the Project will support the development of relevant studies including preliminary designs, environmental and social impact studies for the new site to develop additional capacity needed to ensure sanitary solid waste disposal.

Component 3: Participatory Upgrading of Targeted Flood Prone Low-income Communities and Local Government Support (US\$58.8M)

The Ministry of Inner City and Zongo Development (MICZD) and Ministry of Local Government and Rural Development (MLGRD) in collaboration with participating Metropolitan and Municipal Assemblies (MMAs) will jointly lead the implementation of this component. The aim of this component is to reduce vulnerability, strengthen climate resilience to flooding, enhance public service provision in selected low-income communities, and improve metropolitan planning and coordination, as well as operation and maintenance of drainage infrastructure in Odaw River Basin. The participating communities, Nima, Akweteman, Alogboshie and Alajo were selected based on their vulnerability to flooding, income levels, access to basic services and ability to show tangible results for public support and replication.

- - upgrading of tertiary infrastructure and services prioritized by targeted communities which comprise, construction or rehabilitation of drains, local roads, pedestrian paths, community sanitation facilities, street lighting, open spaces, local markets, and terminals;
 - provision of secondary infrastructure to make the tertiary upgrading viable, such as interceptor sewers and stormwater overflows, small wastewater treatment facilities, and possibly micro retention/detention ponds and public open space; and
 - provision of serviced plots and re-organizing the spatial layouts in informal settlements in some of the targeted communities.

- ↓ Sub-component 3.2. Community engagement and technical advisory services (US\$6.8 M): This sub-component will support community engagement through consultations and social preparation activities, technical studies such as community-surveying, mapping, planning, supervision of upgrading works and preparation of safeguards instruments for community upgrading.
- **↓** Sub-component 3.3. Metropolitan Governance and Operation & Maintenance Improvement (US\$8.5M): This sub-component will support:
 - establishment and institutionalization of inter-jurisdictional coordination among local governments, starting with the local governments in Odaw River Basin;
 - development of a joint Odaw River management plan that will consist of a rollout
 of stormwater regulation, flood zoning and its incorporation into participating local
 government's annual capital investment plans and budgets:
 - assessment and improvement of drainage infrastructure at local level and coordination with parent ministries/departments to develop standard local O&M plan, improve local budgeting and revenue generation capacity, and geo-spatial asset management system; and
 - provision of annual local capacity support grants as incentives to participating local governments who meet a set of predetermined eligibility conditions.

Component 4: Project Management (US\$7M).

This component supports Project management activities of implementing entities and preparatory studies for the subsequent phases of the SOP. This includes technical assistance, equipment, training and operating costs for the Project Coordination Unit (PCU), Project Implementation Units (PIUs) in Implementing Agencies and Municipal Planning and Coordination Units (MPCUs) in MMAs. It will also support the establishment and implementation of a comprehensive Monitoring and Evaluation (M&E) system, training of the implementing agencies in environmental and social management, grievance redressal, procurement and financial management.

Component 5: Contingent Emergency Response Component (US\$0M).

A no-cost Contingent Emergency Response Component (CERC) is included to enable rapid reallocation of funding between Project components, following an emergency. By integrating a CERC into this Project, the level of disaster preparedness is strengthened.

INSTITUTIONAL AND IMPLEMENTATION ARRANGEMENTS

11. The core institutions that will be directly involved in the implementation of the Project are the following: MWH, MSWR, MICZD, MLGRD, and the beneficiary MMAs. An interministerial Oversight Committee (OC) will be set up to provide overall Project oversight, strategic and policy guidance. Representatives of MoF, MWH, MSWR, MICZD, MLGRD, MRH, MESTI, MRD GHA, GARCC, NDPC, and the beneficiary MMAs will constitute the OC. The OC will be chaired by a representative of MWH and co-chaired by a representative of MoF.

- 12. A Project Technical Committee comprising technical staff from all the above MDAs will be established to assist the OC to provide technical guidance to the implementing agencies. It will be chaired by the Project Coordinator.
- 13. Project Coordination Unit (PCU) will be established within the MWH for the day-to-day implementation and coordination of the project. However, each implementing agency will constitute a dedicated Project Implementation Unit (PIU) to facilitate the day-to-day implementation of their respective components. At the MMA level, implementation management will be mainstreamed into the existing MPCUs.
- 14. A Social Accountability Advisory Panel will be established to provide advice to the OC, PCU and PIUs. The Panel will consist of premier academic institutions such as University of Ghana, CSOs, NGOs, and private sector.

STAKEHOLDER CONSULTATIONS

15. The relevant stakeholders consulted during the development of the Project include the MWH, MSWR, MICZD, MLGRD, MOF, Office of the Attorney-General & Ministry of Justice, HSD, WRC, GMet, DUR, NADMO and relevant MMDAs.

EXPECTED OUTCOMES

- 16. The expected benefits of the project will include the following:
 - Improved Flood Safety and Preparedness: The project will ensure sustainable capacity for flood risk management and will reduce the flood occurrence risk within the Odaw River Basin to once in every 10 years period. About 161,000 people, businesses and offices will benefit from the structural flood mitigation measures. Also, the scaling up and modernization of existing flood forecasting, warning and emergency response system by the key agencies involved in the hydro meteorological and flood early warning value chain will result in a paradigm shift from hazard-based early warning to impact-based early warning.
 - Improved Solid Waste Management: There will be reduction of solid waste entering Odaw primary channel and key tributaries through the community based Solid Waste Management approach. Also, about 500,000 people from low-income communities will benefit from solid waste collection improvements and final disposal capacity improvements through the creation of landfills.
 - Improved Basic Infrastructure and Services in Targeted Communities: About 73,000 people from low-income communities at high risk of flooding will benefit from improved basic infrastructure and services. Household welfare will be enhanced by upgrading some of the poorest settlements in the Odaw river Basin. Vulnerability to flooding and exposure to pathogens will be significantly reduced.

• Annual Grants to targeted MMDAs: Selected MMDAs will be provided with annual grants for the enhancement of revenue strategies, improvement of municipal finance and budgeting, and capacity development.

ENVIRONMENTAL AND SOCIAL IMPACT

- 17. **Environmental Impact:** Project activities that have the potential to cause adverse impacts on the environment are the dredging of the Odaw channel; the construction and operation of waste transfer stations to segregate and recycle wastes; capping of dumpsites and improvements at the existing Kpone landfill to re-channel the leaking leachate into the leachate treatment ponds and capping of the cells that are already full.
- 18. Social Impact: The beneficiary communities will benefit from improved basic infrastructure and services. Their vulnerability to flooding and exposure to pathogens will be significantly reduced. Moreover, household welfare will be enhanced by the upgrading of some of the poorest settlements.

FINANCIAL IMPLICATIONS

19. The financing of US\$200.0 million would be provided as Credit on IDA blend terms:

•	Maturity Period (including 5 years grace period)	30 years
•	Maximum Commitment Charge (this is waived for FY19)	0.5% p.a.
•	Service Charge	0.75% p.a.
•	Interest Charge	1.25% p.a.

20. The financing has a grant element of 33.23% and covers the full cost of the proposed activities. However, Government will bear the exchange rate risk (gains/losses) and any compensation payments to project affected persons.

JUSTIFICATION FOR GOVERNMENT ACTION

- The GARID project is in line with Government's vision of improving flood risk and solid waste management in the GAR. The flooding events in the past decades have led to the loss of hundreds of lives, caused major damages to property and livelihoods. The project will mitigate the impact of floods on families, businesses and offices located in flood prone areas in Accra thereby enhancing economic and social development aligning with the Sustainable Development Goal 13 on Climate Action.
- 22. Solid waste management, which has been a major sanitation hurdle for Government, will be improved under the project. About 500,000 people from low-income communities will benefit from solid waste collection and final disposal capacity improvements. The indiscriminate dumping of refuse and the plastic waste menace will also be controlled resulting in the reduction of solid waste that ends up in the ocean/marine litter.

CONCLUSION

23. Considering the benefits expected from the implementation of the proposed GARID project, Honourable Members of Parliament are respectfully requested to consider and approve the proposed SDR 144.1 million (US\$200.0 million equivalent) Credit from the International Development Association.

HON. KEN OFORI-ATTA MINISTER FOR FINANCE

October, 2019

HON. SAMUEL ATTA AKYEA, MP MINISTER FOR WORKS & HOUSING

lot

October, 2019

HON. CECILIA ABENA DAPAAH MINISTER FOR SANITATION & WATER RESOURCES

HOctober, 2019

HON. HAJIA ALIMA MAHAMA, MP (
MINISTER FOR LOCAL GOVERNMENT
& RURAL DEV'T

1 toctober, 2019

HON. MUSTAPHA ABOUL HAMED MINISTER FOR INNER CITY & ZONGO DEV'T

HOctober, 2019

In case of reply the number and date of this letter should be quoted

My Ref. No OPCA. 3/3/071019



OFFICE OF THE PRESIDENT P.O. BOX 1627 ACCRA

TEL: 0302-201000/2

CONFIDENTIAL

7th October, 2019

PROPOSED SDR 144.1 MILLION CREDIT (EQUIVALENT OF USD200.00 MILLION) FROM THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) OF THE WORLD BANK GROUP TO FINANCE THE PROPOSED GREATER ACCRA RESILIENT AND INTEGRATED DEVELOPMENT (GARID) PROJECT

Cabinet at its Sixty-second meeting held on Thursday, 3rd October, 2019 considered a report of the Cabinet Committee on Economic Matters on the above Memorandum submitted jointly by the Ministers for Finance; Works and Housing; Sanitation and Water Resources; Local Government and Rural Development; and Inner-City and Zongo Development.

- 2. The Memorandum requested Cabinet to consider and approve a proposed SDR144.1 million (One hundred and forty-four million, one hundred thousand Special Drawing Rights) (equivalent of USD200.0 million) credit from the International Development Association (IDA) for the implementation of the Proposed Greater Accra Resilient and Integrated Development (GARID) project.
- 3. Cabinet approved the Memorandum for the consideration of Parliament.
- 4. I should be grateful if you could take requisite action on the decision by Cabinet.

MERCY DEBRAH-KARIKARI SECRETARY TO THE CABINET

THE HON. MINISTER FOR FINANCE

THE HON. MINISTER FOR WORKS AND HOUSING

THE HON. MINISTER FOR SANITATION AND WATER RESOURCES

THE HON. MINISTER FOR LOCAL GOVERNMENT AND RURAL DEVELOPMENT

THE HON. MINISTER FOR INNER-CITY AND ZONGO DEVELOPMENT

cc: Chief of Staff
 Secretary to the President
 Secretary to the Vice President

Hon. Minister for Parliamentary Affairs

Chairperson, Cabinet Committee on Economic Matters

CREDIT NUMBER _____-GH

Financing Agreement

(First Phase of the Greater Accra Resilient and Integrated Development Project)

between

REPUBLIC OF GHANA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF GHANA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to one hundred forty-four million one hundred thousand Special Drawing Rights (SDR 144,100,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.63. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Interest Charge is one and a quarter percent (1.25%) per annum on the Withdrawn Credit Balance.
- 2.06. The Payment Dates are April 1st and October 1st in each year.

- 2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.08. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article V of the General Conditions.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) the Recipient has issued the Project Implementation Manual in a manner satisfactory to the Association; and
 - (b) The Recipient has set up the Project coordination unit referred to in Section 1.A.3(a) of Schedule 2 to this Agreement.
- 4.02 The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister responsible for finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:
 - (a) the Recipient's address is:

Ministry of Finance P.O. Box MB40 Accra, Ghana; and

(b) the Recipient's Electronic Address is:

	Cable:		Telex:	Facsimile:
	ECONO Accra	OMICON	2205 MIFAEP GH	233-30-2667069 233-30-2663854
	E-mail:			
	chiefdii	ector@mofep.go	ov.gh	
5.03.	For pur	poses of Section	11.01 of the General Co	nditions:
	(a)	the Association	's address is:	
		International De 1818 H Street, I Washington, D. United States of	C. 20433	
	(b)	the Association	's Electronic Address is:	
	Telex:		Facsimile:	E-mail:
	248423	(MCI)	1-202-477-6391	hkerali@worldbank.org
AGRE.	ED as of	the Signature Da	ate.	
		REPUI	BLIC OF GHANA	
		Ву		
			Author	zed Representative
			Name:	

INTERNATIONAL DEVELOPMENT ASSOCIATION

Ву	
	Authorized Representative
	Name:
	Title:
	Date:

SCHEDULE 1

Project Description

The objective of the Project is to improve flood risk management and solid waste management in the Odaw River Basin of the Greater Accra Region and improve access to basic infrastructure and services in the targeted communities within the Odaw River Basin.

The Project consists of the following parts:

Part 1: Climate Resilient Drainage and Flood Mitigation Measures

- 1.1. Structural measures to mitigate flood impacts in the Odaw River Basin
 - (a) Carrying out of deferred and periodic maintenance dredging works in drainage channels of the Odaw Basin.
 - (b) (i) Construction and maintenance of sand straps on tributaries to the Odaw River; (ii) Repairing of collapsed channel linings and drainage channels; (iii) Reengineering and reconfiguration of the channel exit of the Odaw River to the sea; (iv) Reconstruction of bridges; and (v) Rehabilitation of a weir in Korle Lagoon.
 - (c) Engineering design and construction of flood detention basins and microretention ponds in the Odaw River Basin.
- 1.2. Non-structural measures to improve flood warning and preparedness
 - (a) Scaling up and modernization of the existing flood forecasting, warning and emergency response system for the Greater Accra Region.
 - (b) Provision of technical assistance to Recipient's agencies involved in hydro-met and early warning value chains to enhance community awareness and preparedness.

Part 2: Solid Waste Management Capacity Improvements

- 2.1. Community-based solid waste management interventions and community campaign
 - (a) (i) Carrying out of a litter management strategy to identify and adopt measures to solid waste flowing into the channel exit of the Odaw River to the sea; and (ii) Undertaking of a characterization of solid waste.
 - (b) Engagement of low-income or informal communities of the Odaw Basin to improve solid waste management, including: (i) provision of cleaning

equipment, physical barriers, waste collection bins and dumping waste signs to prevent peoples from dumping water into the channel exit of the Odaw River; (ii) carrying out of community cleanup campaigns, community mobilization and awareness raising campaigns; and (iii) development and implementation of a results-based incentive program to improve waste collection and solid waste reduction.

2.2. <u>Waste transfer stations, materials recovery facility and center of excellence for solid waste management</u>

- (a) Development of solid waste transfer stations.
- (b) Carrying out of assessments and adoption of cost recovery mechanisms to ensure operation, maintenance and financial sustainability of solid waste transfer stations.
- (c) Development of a center of excellent for supporting research and innovations in material recovery, reuse and recycling of solid waste.

2.3. Capping of old dump sites

Closing of old waste dump sites within the Odaw River Basin, including: (i) capping of dumpsite at Abloragyei in the Ga East Municipal and other selected sites; and (ii) development of post-closure management plan and associated operation and maintenance approach to prevent any further dumping.

2.4. Extending final disposal capacity for the Greater Accra Region

Extension of final solid waste disposal capacity to accommodate waste from solid waste transfer stations, including: (a) construction of sanitary landfill cells at the Kpone landfill and other selected sites, (b) improvement of leachate collection and treatment systems; (c) improvement of associated operation and maintenance systems; and (d) carrying out of associated preliminary designs and environmental and social impacts studies of selected sites.

Part 3: <u>Participatory Upgrading of Targeted Flood Prone Low-Income Communities</u> and <u>Local Government Support</u>

3.1. Participatory community upgrading

Upgrading selected primary, secondary and tertiary infrastructure and service improvements following a participatory approach, including: (a) construction or rehabilitation of drains, access roads, pedestrian paths, community sanitation facilities, street lighting and water supply system; (b) construction of interceptor sewer and stormwater overflows, small wastewater treatment facility; and (c) provision of micro-retention ponds and public open space excavation and

landscaping.

3.2. Community engagement and technical advisory services

Provision of technical assistance to: (a) carry out community engagement activities; and community-surveying, mapping, planning and engineering design and supervision of activities under Part 3.1 of the Project; and (b) prepare associated safeguard instruments for Part 3.1 of the Project.

3.3. <u>Metropolitan governance and operation and maintenance improvement</u>

- (a) Provision of technical assistance to: (i) support the process towards the establishment and institutionalization of inter-jurisdictional coordination; (ii) development of a joint Odaw River Basin development and management plan; and (iii) assessment and capacity development of operation and maintenance system of drainage infrastructure at local level in coordination with relevant ministries and departments.
- (b) Establishment of a local capacity support grant mechanism aimed to provide Grants to finance the technical needs of local governments identified under Part 3.3(a)(iii) to improve, *inter alia*, performance in operation and maintenance.

Part 4: Project Management

Provision of technical assistance to support Project management and implementation activities carried out by the Implementing Agencies and carry out preparatory studies for future phases of the Project.

Part 5: Contingency Emergency Response Part

Providing immediate response to an Eligible Crisis or Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

- 1. Inter-ministerial Project Oversight Committee. By no later than one (1) month after the Effective Date, the Recipient shall establish and thereafter maintain, throughout the period of implementation of the Project, an inter-ministerial Project oversight committee with a mandate, composition and resources satisfactory to the Association. Without limitation on the foregoing, said committee shall be chaired by a representative of MWH and co-chaired by a representative of MOF and comprise relevant representatives from the ministries, agencies involved in the Project, Implementing Agencies and MMDAs, and shall meet at least twice a year or more often, if required, for the purposes of, *inter alia*: (a) reviewing the overall progress of the Project; and (b) providing strategic and policy direction on all Project activities.
- 2. Project Technical Committee. By no later than one (1) month after the Effective Date, the Recipient shall establish and thereafter maintain, throughout the period of implementation of the Project, a Project technical committee with a mandate, composition and resources satisfactory to the Association. Without limitation on the foregoing, said committee shall be chaired by a representative from MWH and comprise relevant representatives from the Implementing Agencies, and shall meet at least quarterly every year or more often, if required, for the purposes of, *interalia*: (a) providing technical direction and advice on the implementation of Project activities; and (b) ensuring a multi-sectoral participation in key Project decision-making matters.

3. Project Coordination Unit

(a) The Recipient, through MWH, shall maintain, throughout the period of implementation of the Project, a Project coordination unit, with functions and resources satisfactory to the Association, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Association, which shall be responsible for, *inter alia*: (a) managing the day-to-day implementation of Project activities; and (b) coordinating Project activities implemented by the Implementing Agencies and the MMDAs. Without limitation on the foregoing, said unit shall be headed by one (1) Project director (i.e. Chief Director of MWH) and comprise one (1) Project coordinator and adequate numbers of financial management, procurement, social and environmental specialists

- and others as required, all with relevant qualifications, experience and terms of reference satisfactory to the Association.
- (b) Unless otherwise agreed with the Association in writing, the Recipient shall carry out all the needed actions to support the potential role of the above-mentioned Project coordination unit in gradually becoming a technical arm of the future metropolitan governance structure in Greater Accra Region.
- Project Implementation Units. By no later than two (2) months after the Effective Date, the Recipient shall establish and thereafter maintain, throughout the implementation of the Project, in each of the Implementing Agencies, a Project implementation unit, with functions and resources satisfactory to the Association, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Association, which shall be responsible for, inter alia, carrying out the procurement, financial management, environment, social, monitoring and reporting activities of its respective part under the Project.
- 5. MMDA Planning Coordinating Units. The Recipient shall maintain throughout the implementation of the Project in each of the MMDAs, a Planning coordination unit, with functions and resources satisfactory to the Association, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Association, which shall be responsible for, *inter alia*, carrying out the procurement, financial management, environment, social, monitoring and reporting activities of its respective part under the Project.

6. Other Arrangements.

- (a) If by the month twelve (12) after the Effective Date, less than or equal to fifty percent (50%) of the milestones for the first year of the Project set forth in the Procurement Plan have not been met, the Recipient shall prepare and furnish to the Association for review and approval, not later than one (1) month after the month twelve (12) after the Effective Date, a proposed plan containing all remedial the actions with clear deadlines to achieve the outstanding milestones without affecting the milestones for the second year of the Project.
- (b) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed plan, and thereafter to implement the Project or cause it to be implemented with due diligence in accordance with such plan as shall have been approved by the Association.

B. Project Implementation Manual

- 1. The Recipient, through the Implementing Agencies, shall carry out the Project in accordance with a manual in form and substance satisfactory to the Association ("Project Implementation Manual"), providing details of arrangements and procedures for the implementation of the Project, including: (a) capacity building activities for sustained achievement of the Project's objective; (b) disbursement and financial management; (c) institutional administration, coordination and day-to-day execution of activities of the Project; (d) monitoring, evaluation, reporting, information, education and communication; (e) procurement; (f) selection criteria and procedures for the provision of Grants under Part 3.3 of the Project; (g) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
- 2. In case of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, this Agreement shall prevail.
- 3. Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the Project Implementation Manual if, in the opinion of the Association, such amendment or waiver may materially and adversely affect the implementation of the Project.

C. Grants

- 1. For purposes of the proper implementation of activities under Part 3.3 of the Project, the Recipient, through MLGRD, shall provide Grants to selected MMDAs in accordance with this Agreement and with the Eligible Expenditures, guidelines and procedures set forth in the Project Implementation Manual.
- 2. Without limitation on the foregoing, the Recipient, MLGRD, shall:
 - (a) enter into an agreement with the selected MMDA ("Grant Agreement") under terms and conditions approved by the Association; and
 - (b) obtain the right to: (i) suspend or terminate the right of the selected MMDA to use the proceeds of the Grant, or obtain a refund of all or any part of the amount of the Grant then withdrawn, upon the MMDA's failure to perform any of its obligations under the Grant Agreement; and (ii) require each MMDA to: (A) carry out its pertinent activities with due diligence and efficiency and in accordance with sound technical, economic, environmental and social standards and practices satisfactory to the Association; (B) procure the activities to be financed out of the Grant in accordance with the provisions of this Agreement; (C) maintain procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association and the progress of the

activities financed by the Grant; (D) enable the Recipient and the Association to inspect activities financed by the Grant, its operation and any relevant records and documents; and (F) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing; and

(c) exercise its rights and carry out its obligations under the Grant Agreement in such manner as to protect the interests of the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, ensure that selected MMDA shall not assign, amend, abrogate, waive, terminate or fail to enforce any Grant Agreement or any provisions thereof.

D. Safeguard Instruments

- 1. The Recipient, through the Implementing Agencies, shall carry out the Project in accordance with the provisions of the Safeguards Instruments.
- 2. The Recipient, through the Implementing Agencies, shall:
 - (a) take all necessary actions to minimize to the extent possible any involuntary loss by persons of shelter, productive assets or access to productive assets or income or means of livelihood, temporarily or permanently, and the displacement of said people, in the carrying out of the Project or any part thereof;
 - (b) prior to the commencement of any works under the Project, obtain all the necessary environmental clearances and permits, as applicable, for all such activities in accordance with national regulations;
 - whenever a RAP, ESMP or any other additional or revised Safeguards Instrument is required for any proposed Project activity in accordance with the provisions of the ESMF or the RPF:
 - (i) prior to the commencement of such activity, proceed to have such additional or revised Safeguards Instrument: (A) prepared in accordance with the provisions of the ESMF or the RPF (as the case may be); (B) furnished to the Association for review and approval; and (C) thereafter adopted and disclosed as approved by the Association, in a manner acceptable to the Association;
 - (ii) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such additional or revised Safeguards Instrument; and

- (iii) in the case of any activity involving Displaced Persons, ensure that no displacement shall occur before the necessary measures consistent with the RPF and RAP have been executed, including full payment to Displaced Persons of compensation and other assistance required for relocation prior to displacement of persons or commencement of works or other related Project activities in a manner satisfactory to the Association; and
- (d) for land dedicated to Project's civil works, demonstrate and show evidence satisfactory to the Association that the said land has been properly acquired in accordance with the RPF and applicable RAP.
- 3. The Recipient, through the Implementing Agencies, shall ensure that the obligation to comply with the relevant Safeguard Instruments is incorporated: (a) in the contracts between the Recipient and the relevant contractor(s) and any entity (including any engineer) supervising the Project's civil works; and (b) in the contracts between the relevant contractor(s) and the contractors' subcontractors.
- 4. The Recipient, through the Implementing Agencies, shall ensure that all the bidding documents and contracts include the obligation of the relevant contractors and subcontractors to: (i) adopt and implement measures to assess and manage the risks and impacts of labor influx and workers' camps; and (ii) adopt and enforce codes of conduct that should be provided to and signed by all workers; as applicable to such civil works commissioned or carried out pursuant to said contracts.
- 5. The Recipient, through the Implementing Agencies, shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, any provision of the Safeguards Instruments, whether in whole or in part, unless the Association has provided its prior approval thereof in writing, and the Recipient has complied with the same consultation and disclosure requirements as applicable to the original adoption of the Safeguards Instruments.
- 6. Without limitation upon its other reporting obligations under this Agreement, the Recipient, through the Implementing Agencies, shall, in accordance with terms of reference satisfactory to the Association: (a) monitor the status of compliance with the Safeguards Instruments; and (b) prepare quarterly reports and furnish the same to the Association, as part of the Project Reports, on the results of such monitoring activities, giving details of:
 - (a) measures taken in furtherance of the Safeguards Instruments;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments;

- (c) remedial measures taken or required to be taken to address such conditions; and
- (d) grievances received (if any) and measures taken to resolve them.
- 7. Without limitation on the provisions of this Section I.D of this Schedule 2 and for purposes of implementing Part 1 of the Project, the Recipient, through MWH, shall:
 - (a) require the contractor to undertake the testing, management and disposal of Dredged Materials in accordance with the ESMF and each applicable ESMP:
 - (b) require the contractor to prepare a detailed Dredge Material Recovery, Disposal and Management Plan in accordance with the ESMF and the applicable ESMP before any dredging operation commences. Such ESMP shall provide detail on the quality of the dredge materials, dredging techniques, temporary containment areas for dredge materials, sand recovery, transport route and the final disposal site of the residual materials after sand recovery based on the quality of the sediments;
 - (c) under cases where dredge materials are found to be non-toxic and nonhazardous, and consistent with the ESMP and the detailed Dredge Material Recovery, Disposal and Management Plan, dredge materials shall be used as covering material for the Kpone landfill or new landfill cells to be developed, capping material for old dumpsites and filling material for low lying areas. Otherwise if dredge materials are found to be contaminated with toxic and hazardous materials the contractor will be required to identify, or caused to identify, an appropriate site to be used as a contained disposal facility and a plan for transportation to such site, and also has appraised the foregoing activities in a manner satisfactory to the Association and in accordance with the criteria and requirements set forth in the ESMF and applicable Safeguards Instruments, including any applicable ESMP and RAP, satisfactory to the Association, as required by Section I.D.2(c) of this Schedule 2; and (iii) seek the Association's noobjection in writing to the selection of the disposal site and the applicable Safeguards Instruments; and
 - (d) ensure that: (i) any Contaminated Materials shall be deposited in a designated material disposal site meeting the requirements of the applicable ESMP; and (ii) such designated material disposal site is operated in a manner satisfactory to the Association throughout the Project implementation period.

- 8. Without limitation on the provisions of this Section I.D of this Schedule 2 and for purposes of implementing Part 2 of the Project, the Recipient, through MSWR, shall ensure that the rehabilitation of the leachate collection and treatment system and the improvement of the operation and maintenance of the Kpone landfill is carried out in accordance with the requirements and remedial measures set forth in the Environmental and Social Audit conducted for the said landfill, and in a manner satisfactory to the Association.
- 9. The Recipient, through the Implementing Agencies, shall maintain, throughout Project implementation, and publicize the availability of a grievance redress mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.
- 10. The Recipient shall provide, promptly as needed, the resources needed for financing all resettlement and rehabilitation compensation and other assistance to Displaced Persons, if any, in accordance with the RPF and the applicable RAP.

E. Annual Work Plan and Budget

- 1. Except as provided in paragraph (2) below, the Recipient, through the Implementing Agencies, shall prepare and furnish to the Association for review and approval, not later than December 15 in each calendar year during the implementation of the Project, a proposed consolidated annual work plan and budget containing all activities proposed to be carried out under the Project in the forthcoming Fiscal Year.
- 2. Each such proposed consolidated annual work plan and budget shall specify among the activities, any training activities that may be required under the Project, including: (a) the type of training; (b) the purpose of the training; (c) the personnel to be trained; (d) the institution or individual who will conduct the training; (e) the location and duration of the training; (f) the cost of the training; and (g) the outcome and impact of the training.
- 3. The Recipient, through the Implementing Agencies, shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed consolidated annual work plan and budget, and thereafter to implement the Project or cause it to be implemented with due diligence in accordance with such annual work plan and budget as shall have been approved by the Association ("Annual Work Plan and Budget").

F. Contingent Emergency Response under Part 5 of the Project

- To ensure the proper implementation of Part 5 of the Project ("Contingent Emergency Response") ("CERC Part"), the Recipient shall:
 - (a) prepare and furnish to the Association for its review and approval, an operations manual which shall set forth detailed implementation arrangements for the CERC Part, including: (i) designation of, terms of reference for and resources to be allocated to, the entity to be responsible for coordinating and implementing the CERC Part ("Coordinating Authority"); (ii) specific activities which may be included in the CERC Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the CERC Part; (iv) procurement methods and procedures for Emergency Expenditures to be financed under the CERC Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management frameworks for the CERC Part, consistent with the Association's policies on the matter; and (vi) any other arrangements necessary to ensure proper coordination and implementation of the CERC Part;
 - (b) afford the Association a reasonable opportunity to review said proposed operations manual;
 - (c) promptly adopt such operations manual for the CERC Part as shall have been approved by the Association ("CERC Operations Manual");
 - (d) ensure that the CERC Part is carried out in accordance with the CERC Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the CERC Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and
 - (e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Operations Manual without prior approval by the Association.
- The Recipient shall, throughout the implementation of the CERC Part, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.
- F. The Recipient shall undertake no activities under the CERC Part (and no activities shall be included in the CERC Part) unless and until the following conditions have been met in respect of said activities:
 - (a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said

- activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
- (b) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the CERC Operations Manual, the Association has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments.
- 4. Emergency Expenditures required for the CERC Part of the Project shall be procured in accordance with the procurement methods and procedures set forth in the CERC Operations Manual.

Section II. Project Monitoring, Reporting and Evaluation

- 1. The Recipient shall furnish to the Association each Project Report not later than two (2) months after the end of each six (6) calendar months, covering the calendar semester year.
- 2. Not later than one (1) month prior to the mid-term review, furnish to the Association for comments, a report, in such detail as the Association shall reasonably request, on the progress of the Project, and giving details of the various matters to be discussed at such review.
- 3. Not later than thirty (30) months after the Effective Date, the Recipient shall undertake in conjunction with the Association and all the Implementing Agencies a comprehensive mid-term review of the Project during which it shall exchange views with the Association and agencies generally on all matters relating to the progress of the Project, the performance by the Recipient of its obligations under this Agreement and the performance by the Implementing Agencies, having regard to the Project performance indicators agreed with the Association.
- 4. Following the mid-term review, act promptly and diligently in order to take any corrective action deemed necessary to remedy any shortcoming noted in the implementation of the Project, or to implement such other measures as may be required in furtherance of the objectives of the Project or otherwise agreed upon between the parties.

Section III. Withdrawal of the Proceeds of the Financing

A. General

1. Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the

Recipient may withdraw the proceeds of the Financing to: (a) finance Eligible Expenditures and (b) repay the Preparation Advance; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category Description	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, consulting services, nonconsulting services, Training Costs and Operating Costs under Parts 1 and 4 of the Project	[USD95,020,000]	100%
(2) Goods, works, consulting services, nonconsulting services, Training Costs and Operating Costs under Part 2 of the Project	[USD42,200,000]	100%
(3) Goods, works, consulting services, non-consulting services, Training Costs and Operating Costs under Part 3.1 and 3.2 of the Project	[USD50,330,000]	100%
(4) Goods, works, consulting services, nonconsulting services, Training Costs and Operating Costs under Part 3.3(a) and (b) of the Project	[USD5,200,000]	100%
(5) Grants under Part 3.3(c) of the Project	[USD3,250,000]	100%
(6) Emergency Expenditures under Part 5 of the Project	0	100%
(7) Project Preparation Advance	[USD4,000,000]	Amount payable pursuant to Section 2.07 of the General Conditions

TOTAL	144,100,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date; and
 - (b) under Category (6), for Emergency Expenditures, unless and until the Association is satisfied, and notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said activities:
 - (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
 - (ii) the Recipient has prepared and disclosed all safeguards instruments required for said activities, and the Recipient has implemented any actions which are required to be taken under said instruments, all in accordance with the provisions of Section I.F of Schedule 2 to this Agreement;
 - (iii) the Recipient's Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section I.F of this Schedule 2 to this Agreement, for the purposes of said activities; and
 - (iv) the Recipient has adopted a CERC Operations Manual in form, substance and manner acceptable to the Association and the provisions of the CERC Operations Manual remain or have been updated in accordance with the provisions of Section I.E of this Schedule 2 so as to be appropriate for the inclusion and implementation of said activities under the CERC Part.
- 2. The Closing Date is December 31, 2025.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage) *
On each April 1st and October 1st:	
commencing October 1, 2024to and including April 1, 2044	1.65%
commencing October 1, 2044 to and including April 1, 2049	3.40%

^{*} The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

APPENDIX

Definitions

- 1. "Abbreviated Resettlement Action Plan" or "ARAP" means the plan duly disclosed on February 27, 2019, that includes the set of mitigation, enhancement, monitoring, and institutional measures to be taken during implementation of the capping of the Abloragyei dumpsite under Part 2 of the Project, in order to eliminate any adverse social and economic impacts on Displaced Persons as a result of their displacement, offset them, reduce them to acceptable levels, or to enhance positive impacts.
- 2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
- 3. "Annual Work Plan and Budget" means the consolidated work plan and budget for the Project prepared annually and approved by the Association in accordance with Section I.D of Schedule 2 to this Agreement.
- 4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 5. "Contaminated Materials" means any materials that, due to their nature, concentration and/or amount can directly or indirectly pollute and/or harm the environment and or endanger the environment and/or the health or life of living creatures as defined in the ESMF and the applicable ESMP.
- 6. "Contingent Emergency Response Part Operations Manual" or "CERC Operations Manual" means the plan referred to in Section I.F of the Schedule 2 to this Agreement, acceptable to the Association to be adopted by the Recipient for the implementation of the Contingent Emergency Response Part.
- 7. "Contingent Emergency Response Part" means Part 5 of the Project, as described in the Schedule 1 to this Agreement.
- 8. "Coordinating Authority" means the entity or entities designated by the Recipient in the CERC Operations Manual and approved by the Association pursuant to Section I.F of Schedule 2 to this Agreement, to be responsible for coordinating the CERC Part of the Project.
- 9. "Displaced Persons" means persons who, on account of the execution of the Project suffer direct economic and social impacts resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; (iii) loss of income sources or

- means of livelihood, whether or not the Displaced Persons must move to another location; and (iv) adverse impacts on the livelihoods of the displaced persons.
- 10. "Dredged Materials" means materials dredged from selected parts of the Odaw River under Part 1 of the Project and/or the materials dredged from or to be deposited for the works identified in Part 1 of the Project.
- "Dredged Material Recovery, Disposal and Management Plan" means the dredged material disposal plan which forms part of both the ESMF, the applicable ESMP and the RPF of the Project, setting out the procedures and requirements for sand recovery, transporting, disposing and managing dredged materials required for carrying out activities the Project, including, *inter alia*: (a) the list of criteria and requirements for disposing Dredged Materials set forth in the ESMP depending on the quality; and (b) the specific requirements for disposing Contaminated Materials (where applicable and as further elaborated in the ESMF and each applicable ESMP), as said plan may be revised from time to time with the prior written agreement of the Association.
- 12. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
- "Emergency Expenditure" means any of the eligible expenditures set forth in the CERIP in accordance with the provisions of Section I.F of Schedule 2 to this Agreement and required for the activities to be financed under the said Contingent Emergency Response Part.
- 14. "Environmental and Social Audit" means the environmental and social audit duly disclosed on February 26, 2019, conducted to assess and improve the environmental and social performance and operation and maintenance of the Kpone landfill.
- "Environmental and Social Impact Assessment" or "ESIA" means: (a) the environmental and social impact assessments prepared for the dredging of the channel of the Odaw River under Part 1 of the Project, duly disclosed on February 28, 2019 and the capping, of the Abloragyei dumpsite and the construction and operation of the waste transfer station for Abloragyei under Part 2 of the Project duly disclosed on December 18, 2018, and January 16, 2019, respectively, and (b) each of those to be prepared under the Project in accordance with the ESMF; each such assessment in form and substance satisfactory to the Association, and defining details of potential environmental risks and adverse impacts associated with the implementation of Project activities, together with an environmental management plan defining measures to manage such risks and impacts; as each assessment may be amended from time to time with prior written consent of the Association.

- 16. "Environmental and Social Management Framework" or "ESMF" means the Project environmental management and social framework duly disclosed on June 8, 2018, acceptable to the Association, setting forth the policy framework, principles, standards, processes and institutional arrangements to be applied under Project to assess potential adverse environmental and social impacts associated with Project activities and the ways to avoid, minimize, mitigate or offset them, including public consultation, disclosure and reporting as well as a description of the process for preparing and approving EMPs during the implementation of the Project; as such framework may be amended from time to time with the prior written consent of the Association.
- 17. "Environment and Social Management Plan" or "ESMP" means: (a) the environmental and social management plans prepared for the dredging of the channel of the Odaw River under Part 1 of the Project, duly disclosed on February 28, 2019 and the capping, of the Abloragyei dumpsite and the construction and operation of the waste transfer station for Abloragyei under Part 2 of the Project duly disclosed on December 18, 2018, and January 16, 2019, respectively; and (b) those to be prepared under the Project in accordance with the ESMF, each such plan in form and substance satisfactory to the Association, and defining details of measures to manage potential environmental risks and mitigate, reduce and/or offset adverse environmental impacts associated with the implementation of Project activities, together with adequate budget, institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms; as each plan may be amended from time to time with prior written consent of the Association.
- 18. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated July 14, 2017.
- 19. "Grant" means a grant made or proposed to be made out of the proceeds of the Financing for the purpose of financing all or a portion of the reasonable cost of goods, works, non-consulting services, and consultants' services incurred by a selected MMDA in carrying out activities under Part 3.3(c) of the Project.
- 20. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
- 21. "Grant Agreement" means the agreement referred to in Section I.C.2(a) of Schedule 2 to this Agreement.
- 22. "Greater Accra Region" means the smallest area of Ghana's 10 administrative regions, occupying a total land surface of 3,245 square kilometers.

- 23. "Implementing Agencies" means the following Recipient's ministries and/or MMDAs responsible for implementing the Project as follows:
 - (a) with respect to Parts 1 and 4 of the Project; MWH;
 - (b) with respect to Part 2 of the Project: MSWR; and
 - (c) with respect to Part 3 of the Project: MLGRD, MICZD and the selected MMDAs.
- 24. "MMDA" means the Recipient's Metropolitan, Municipal and District Assemblies selected by the Recipient to be part of the Project in accordance with the criteria set out in the Project Implementation Manual.
- 25. "MICZD" means the Recipient's Ministry of Inner Cities and Zongos Development or any successor thereto.
- 26. "MLGRD" means the Recipient's Ministry of Local Government and Rural Development or any successor thereto.
- 27. "MOF" means the Recipient's Ministry of Finance and any successor thereto.
- 28. "MSWR" means the Recipient's Ministry of Sanitation and Water Resources or any successor thereto.
- 29. "MWH" means the Recipient's Ministry of Works and Housing or any successor thereto.
- 30. "Operating Costs" means the incremental expenses arising under the Project, and based on Annual Work Plans and Budgets approved by the Association pursuant to Section I.E of Schedule 2 to the Original Financing Agreement, on account of office equipment and supplies, vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, rental, consumables, accommodation, travel and *per diem*, salaries of Local Contractual Staff, but excluding the salaries of the Recipient's civil servants.
- 31. "Resettlement Action Plan" or "RAP" means: (a) the ARAP; and (b) each plan to be prepared under the Project in accordance with the RPF, each such plan in form and substance satisfactory to the Association, and containing, a program of actions, measures and policies for compensation and resettlement of Displaced Persons, including the magnitude of displacement, compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with its terms; as each resettlement action plan may be amended from time to time with the prior consent of the Association.

- 32. "Resettlement Policy Framework" or "RPF" means the Project resettlement framework and resettlement process framework duly disclosed on December 1, 2018, acceptable to the Association, setting forth the principles and objectives governing resettlement preparation and implementation, as well as a description of the process for preparing and approving RAPs during the implementation of the Project; as such framework may be amended from time to time with the prior consent of the Association.
- 33. "Preparation Advance" means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on August 22, 2018 and on behalf of the Recipient on September 3, 2018.
- 34. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
- 35. "Project Implementation Manual" means the Project Implementation Manual referred to in Section I.B of Schedule 2 to this Agreement, as such manual may be amended and supplemented from time to time, with the prior written approval of the Association, and such term includes all schedules and annexes to said manual.
- 36. "Safeguard Instruments" means the ARAP and each ESIA, ESMP, RAP and/or any other plan prepared or to be prepared during the implementation of the Project, as the case may be, in accordance with the ESMF and the RPF, as the case may be; and "Safeguard Assessments and Plans" means, collectively, all such assessments and plans.
- 37. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
- 38. "Training Costs" means the cost associated with the training and workshops, based on Annual Work Plans and Budgets approved by the Association pursuant to Section I.E of Schedule 2, for reasonable expenditures (other than expenditures for consultants' services), including: (i) travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with their training and by nonconsultant training facilitators; (ii) course fees; (iii) training facility rentals; and (iv) training material preparation, acquisition, reproduction and distribution expenses.