

MENINDEE LAKES STORAGE AGREEMENT ACT.

Act No. 4, 1964.

An Act to ratify an agreement entered into between the Prime Minister of the Commonwealth and the Premiers of the States of New South Wales, Victoria and South Australia for the sharing of the waters of the River Darling stored in the Menindee Lakes; and for purposes connected therewith. [Assented to, 19th March, 1964.]

Elizabeth II,
No. 4, 1964

BE it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows :—

1. (1) This Act may be cited as the "Menindee Lakes Storage Agreement Act, 1964".

Short title.

(2) This Act shall commence on a day to be appointed by the Governor and notified by proclamation published in the Gazette.

Commence-
ment.

(3) This Act shall bind the Crown.

Act to bind
the Crown.

2. (1) The agreement is hereby ratified.

Ratifica-
tion of
agreement.

(2) This Act shall have effect and the agreement may be carried into effect notwithstanding the provisions of any other Act.

(3) Without prejudice to the generality of subsection one of this section, all acts, matters and things, for or with respect to which provision is made in the agreement or which, by the agreement, are agreed, directed, authorised or permitted to be made, done, performed or executed by or on behalf

behalf

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No. 4, 1964 behalf of the State of New South Wales, the Water Conservation and Irrigation Commission or any other person specified therein are hereby sanctioned, authorised and confirmed.

(4) In this section, "agreement" means the agreement, a copy of which is set out in the Schedule to this Act.

Sec. 2.

SCHEDULE.

AN AGREEMENT made the eighth day of October One thousand nine hundred and sixty-three BETWEEN THE RIGHT HONOURABLE SIR ROBERT GORDON MENZIES, Prime Minister of the Commonwealth of Australia for and on behalf of the Commonwealth of Australia, of the first part, THE HONOURABLE ROBERT JAMES HEFFRON, Premier of the State of New South Wales for and on behalf of that State, of the second part, THE HONOURABLE HENRY EDWARD BOLTE, Premier of the State of Victoria for and on behalf of that State, of the third part, and THE HONOURABLE SIR THOMAS PLAYFORD, Premier of the State of South Australia for and on behalf of that State, of the fourth part:

WHEREAS on the ninth day of September One thousand nine hundred and fourteen an agreement was entered into by the Prime Minister of the Commonwealth of Australia and the Premiers of the States of New South Wales, Victoria and South Australia with regard to the economical use of the waters of the River Murray and its tributaries for irrigation and navigation and to the reconciling of the interests of the Commonwealth of Australia and the said States, which agreement was ratified by the Parliament of the Commonwealth of Australia and the Parliaments of the said States and is in this agreement referred to as "the Original Agreement":

AND WHEREAS by further agreements dated the tenth day of August One thousand nine hundred and twenty-three, the twenty-third day of July One thousand nine hundred and thirty-four, the twenty-sixth day of November One thousand nine hundred and forty-eight, the second day of November One thousand nine hundred and fifty-four, the eleventh day of September One thousand nine hundred and fifty-eight (in this agreement respectively referred to as "the first Amending Agreement", "the second Amending Agreement", "the third Amending Agreement", "the fourth Amending Agreement", and "the fifth Amending Agreement") all made between the Prime Minister of the Commonwealth of Australia and the Premiers of the States of New South Wales, Victoria and South Australia certain provisions of the Original Agreement were modified, the Original Agreement as so modified being referred to in this agreement as "the Principal Agreement":

AND

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AND WHEREAS the first Amending Agreement, the second Amending Agreement, the third Amending Agreement, the fourth Amending Agreement, and the fifth Amending Agreement were all subsequently ratified by the Parliament of the Commonwealth of Australia and by the Parliaments of the said States: No. 4, 1964

AND WHEREAS, in pursuance of its rights under clause 46 of the Principal Agreement the State of New South Wales has diverted and stored the waters of the Darling River at Menindee by the construction of a connected series of lake storages collectively known as, and referred to in this agreement as, the Menindee Lakes Storage:

AND WHEREAS it has been agreed between the Contracting Governments that the waters stored in the Menindee Lakes Storage will be made available in the manner and for the purposes and during the period set forth in this agreement:

NOW IT IS HEREBY AGREED as follows:—

I. RATIFICATION AND ENFORCEMENT.

1. This agreement is subject to ratification by the Parliaments of the Commonwealth of Australia and of the States of New South Wales, Victoria and South Australia, and shall come into effect when so ratified.

2. The Contracting Governments hereby agree to submit this agreement for ratification to the respective Parliaments of the Commonwealth of Australia and of the said States during the present session of any such Parliament or if any such Parliament is not in session at the date of this agreement then at the first session of that Parliament held after the date of this agreement.

3. Each of the Contracting Governments so far as its jurisdiction extends and so far as it may be necessary shall provide for or secure the execution and enforcement of the provisions of this agreement and any Acts ratifying it.

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4. This agreement shall be deemed to have commenced on the first day of January, One thousand nine hundred and sixty-three, and, without prejudice to the later operation of clauses 9 and 12, shall remain in force for a period of seven years from that date.

5. The State of New South Wales shall carry out the normal maintenance necessary to keep the Menindee Lakes Storage and the works associated with it in good order and condition, having regard to the full supply levels and storage capacities referred to in the next succeeding clause.

6.

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6. For the purpose of this agreement, and unless and until otherwise agreed between the Water Conservation and Irrigation Commission of New South Wales and the River Murray Commission by the exchange of letters between them, the full supply levels of the Menindee Lakes Storage will be—

- (a) until Lake Cawndilla is declared by the Water Conservation and Irrigation Commission of New South Wales to be effective—

Lake Wetherell—R.L. 208 feet Water Conservation Datum,

Lake Pamamaroo—R.L. 204 feet Water Conservation Datum,

Lake Menindee—R.L. 202 feet Water Conservation Datum,

corresponding to a total storage capacity of approximately 1,010,000 acre-feet; and

- (b) after Lake Cawndilla has been declared by the Water Conservation and Irrigation Commission of New South Wales to be effective—

Lake Wetherell—R.L. 208 feet Water Conservation Datum,

Lake Pamamaroo—R.L. 204 feet Water Conservation Datum,

Lake Menindee—R.L. 202 feet Water Conservation Datum,

Lake Cawndilla—R.L. 202 feet Water Conservation Datum,

corresponding to a total storage capacity of approximately 1,470,000 acre-feet.

7.—(1.) The State of New South Wales shall operate and control the Menindee Lakes Storage in compliance with the provisions of this clause.

(2.) Subject to the provisions of sub-clause (3.) of this clause, at any time when the quantity of water stored in the Menindee Lakes Storage is in excess of 390,000 acre-feet—

- (a) subject to paragraph (b) of this sub-clause, the water so stored in excess of 390,000 acre-feet shall be made available, at the direction of the Commission, for sharing between the State Contracting Governments as if it were water available for sharing under the provisions of clause 45 or clause 51, as the case may be, of the Principal Agreement;

(b)

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- (b) the State of New South Wales may use the water so stored in excess of 390,000 acre-feet as it requires but, for the purposes of the Principal Agreement, the amount so used in excess of 90,000 acre-feet in any year commencing on the first day of May shall be regarded as part of the share of the State of New South Wales under the provisions of clause 45 or clause 51, as the case may be, of the Principal Agreement for that year. **No. 4, 1964**

(3.) At any time when the quantity of water stored in the Menindee Lakes Storage is less than 390,000 acre-feet, sub-clause (2.) of this clause and clause 8 shall cease to operate until such time as the quantity of water so stored next equals 520,000 acre-feet, but during that period the State of New South Wales may use the water so stored as it requires, and the quantity used shall be deemed to be water used by that State under the provisions of clause 46 of the Principal Agreement.

(4.) Any direction to be given by the Commission under sub-clause (2.) of this clause shall be determined by a majority vote of the four Commissioners, or, if the four Commissioners are equally divided, by the casting vote of the Commissioner representing the Commonwealth.

8. Subject to the provisions of sub-clause (3.) of clause 7 of this agreement, water available for sharing under the provisions of clause 51 of the Principal Agreement shall at the time of any determination under that clause be deemed to include the volume of water in the Menindee Lakes Storage in excess of 390,000 acre-feet plus, during the period of restriction, the anticipated inflow less due deduction for estimated losses and a deduction of the unused portion of 90,000 acre-feet which the State of New South Wales is entitled to use in pursuance of paragraph (b) of sub-clause (2.) of clause 7 of this agreement for each year commencing on the first day of May during which restrictions are continued.

9. The Commission shall pay to the State of New South Wales in respect of each year commencing on the first day of January during which this agreement remains in force—

- (a) an amount at the rate of £160,000 per annum to be paid by equal quarterly instalments at the end of each quarter, but no payment shall be made in respect of any day or days on which the effective capacity of Menindee Lakes Storage is less than 600,000 acre-feet and an appropriate proportionate deduction shall be made from the quarterly instalment for the quarter in which any such day or days occur; and

(b)

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- (b) three-quarters of the cost during that year of operating the Menindee Lakes Storage and of carrying out the normal maintenance necessary to keep the said storage and the works associated with it in good order and condition.

10. Any payment to be made by the Commission under the provisions of paragraph (a) of clause 9 of this agreement shall be borne by the Contracting Governments in equal shares.

11. Any payment to be made by the Commission under the provisions of paragraph (b) of clause 9 of this agreement shall be borne by the State Contracting Governments in equal shares.

12.—(1.) For as long as any moneys are payable between the Commission and the State of New South Wales under the provisions of this agreement, the Commission shall include references to the amounts of those moneys in any estimates prepared under the provisions of clause 34 of the Principal Agreement.

(2.) Moneys payable under the provisions of paragraph (a) of clause 9 of this agreement shall be included in that part of the estimates prepared in accordance with clause 34 of the Principal Agreement that deals with moneys payable by the Contracting Governments pursuant to the provisions of clauses 20 and 32 of the Principal Agreement.

(3.) Moneys payable under the provisions of paragraph (b) of clause 9 of this agreement shall be included in that part of the said estimates that deals with moneys payable by the State Contracting Governments pursuant to the provisions of clause 33 of the Principal Agreement.

(4.) At the same time as a Contracting Government pays to the Commission any moneys payable pursuant to clauses 20 and 32 of the Principal Agreement in accordance with the estimates prepared by the Commission under the provisions of clause 34 of the Principal Agreement, it shall pay its share as provided in this agreement of any moneys included in those estimates in accordance with sub-clause (2.) of this clause, and at the same time as a State Contracting Government pays to the Commission any moneys payable pursuant to clause 33 of the Principal Agreement in accordance with the said estimates, it shall pay its share as provided in this agreement of any moneys included in those estimates in accordance with sub-clause (3.) of this clause.

13. To the extent to which any provisions of this agreement are inconsistent with the provisions of the Principal Agreement, the provisions of this agreement shall prevail.

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14. Unless the contrary intention appears in this agreement— No. 4, 1964

- (a) expressions used in this agreement shall bear the same respective meanings as they bear in the Principal Agreement; and
- (b) references to the Principal Agreement shall be read as references to that agreement as amended from time to time.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first above-written.

SIGNED SEALED AND DELIVERED by the above-named SIR ROBERT GORDON MENZIES in the presence of—
W. SPOONER
Minister of State for National Development } ROBERT MENZIES (L.S.)

SIGNED SEALED AND DELIVERED by the above-named ROBERT JAMES HEFFRON in the presence of—
K. N. COMMENS } R. J. HEFFRON (L.S.)

SIGNED SEALED AND DELIVERED by the above-named HENRY EDWARD BOLTE in the presence of—
THOMAS F. MORNANE } HENRY E. BOLTE (L.S.)

SIGNED SEALED AND DELIVERED by the above-named SIR THOMAS PLAYFORD in the presence of—
J. S. WHITE } T. PLAYFORD (L.S.)

RIVER