

MENINDEE LAKES STORAGE AGREEMENT¹

being

The Agreement entered into between the Prime Minister of the Commonwealth and the Premiers of the States of New South Wales, Victoria and South Australia on 8th October, 1963, contained in the Schedule to the River Murray Waters Agreement Supplemental Agreement Act, 1963, as amended by the Agreement entered into between the Prime Minister of the Commonwealth and the Premiers of those States on 26th February, 1970, contained in the Schedule to the River Murray Waters Act Amendment Act (No. 2), 1971.

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":

¹ This Agreement, as amended, does not, as such, form part of any Act and is here printed for convenience of reference only.

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:

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.

II. MENINDEE LAKES STORAGE AGREEMENT

4. This agreement shall be deemed to have commenced on the first day of January, One thousand nine hundred and sixty-three.

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. 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,

Cl. 4
amended by
cl. 29 of
Agreement
dated 26th
February, 1970
(cl. 60B (2) (a)
of Principal
Agreement).

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 subclause (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 subclause, 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) the State of New South Wales may use the water so stored in excess of 300 000 acre-feet as it requires but, for the purposes of the Principal Agreement, the amount so used in excess of 100 000 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.

Para. (b)
amended by
cl. 29 of
Agreement
dated 26th
February, 1970
(cl. 60B (2) (b)
of Principal
Agreement).

(3) At any time when the quantity of water stored in the Menindee Lakes Storage is less than 390 000 acre-feet, subclause (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 subclause (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 subclause (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

cl. 8
amended by
cl. 29 of
Agreement
dated 26th
February, 1970
(cl. 60B (2) (b)
of Principal
Agreement).

deduction of the unused portion of 100 000 acre-feet which the State of New South Wales is entitled to use in pursuance of paragraph (b) of subclause (2) of clause 7 of this agreement for each year commencing on the first day of May during which restrictions are continued.

Cl. 9
amended
by cl. 29 of
Agreement
dated 26th
February, 1970
(cl. 60B (2) (c)
of Principal
Agreement).

9. The Commission shall pay to the State of New South Wales in respect of each year commencing on the first day of January—

- (a) an amount at the rate of £160,000 per annum to be paid by equal quarterly instalment 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) 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 subclause (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 subclause (3) of this clause.

* Cl. 13
omitted by
cl. 29 of
Agreement
dated 26th
February, 1970
(cl. 60B (2) (d)
of Principal
Agreement).

14. Unless the contrary intention appears in this agreement—

- (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.
-

