

# CHOWILLA RESERVOIR AGREEMENT.

No. 100 of 1963.

An Act relating to an Agreement between the Commonwealth and the State of New South Wales with respect to the construction of a Reservoir at Chowilla.

[Assented to 1st November, 1963.]

**B**E it enacted by the Queen's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, as follows:—

Short title.

1. This Act may be cited as the *Chowilla Reservoir Agreement Act* 1963.

Commencement.

2. This Act shall come into operation on a date to be fixed by Proclamation.

Approval of agreement.

3. The agreement a copy of which is set out in the Schedule to this Act is approved.

Financial assistance.

4. The payments by the Commonwealth to the State of New South Wales provided for by the agreement referred to in the last preceding section may be made, by way of financial assistance to that State on the terms and conditions contained in that agreement, out of the Consolidated Revenue Fund, which is appropriated accordingly.

## THE SCHEDULE.

Section 3.

AN AGREEMENT made this twenty-second day of October One thousand nine hundred and sixty-three BETWEEN THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the one part and THE STATE OF NEW SOUTH WALES (in this agreement called "the State") of the other part:

WHEREAS by an agreement made on the ninth day of September One thousand nine hundred and fourteen between the Commonwealth, the State, the State of Victoria and the State of South Australia and referred to in the *River Murray Waters Act* 1915 of the Commonwealth and the collateral legislation of the said States as amended by agreements respectively 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, and the eighth day of October One thousand nine hundred and sixty-three (which agreement as so amended is in this agreement called "the River Murray Waters Agreement") it was agreed that the works to be provided under the River Murray Waters Agreement, as set out in clause 20 of that agreement,

THE SCHEDULE—*continued.*

will include the provision of a water storage (in this agreement called “the Chowilla Reservoir”) on the River Murray between Renmark and Wentworth with a capacity of approximately four and three-quarter million acre-feet of water, and with a roadway along the top of the containing dam and with provision for vessels drawing four feet six inches of water to pass:

AND WHEREAS the estimated cost of the construction of the Chowilla Reservoir is Fourteen million pounds:

AND WHEREAS, pursuant to clause 32 of the River Murray Waters Agreement, the cost of carrying out the works mentioned in clause 20 of that agreement is to be borne by the four parties to that agreement, of which the State is one, in equal shares:

AND WHEREAS the State has sought financial assistance from the Commonwealth towards meeting its share of the cost of the construction of the Chowilla Reservoir:

AND WHEREAS the Government of the Commonwealth has agreed to submit to its Parliament legislation providing under section 96 of the Constitution for a grant of financial assistance to the State in the manner, to the extent, and on the terms and conditions contained in this agreement:

NOW IT IS HEREBY AGREED by and between the parties to the agreement as follows:—

1. The Governments of the Commonwealth and of the State will, as soon as practicable after the date of this agreement, submit to their respective Parliaments legislation approving this agreement. Approval of Agreement.
2. The Government of the Commonwealth will include in the legislation submitted to its Parliament for the approval of this agreement provisions for the grant under section 96 of the Constitution of financial assistance to the State in the manner, to the extent, and on the terms and conditions contained in this agreement. Commonwealth legislation to provide for grant of financial assistance.
3. Except as hereinbefore provided, this agreement shall have no force or effect and shall not be binding on the parties unless and until it is approved by the Parliaments the Commonwealth and of the State and until the legislation referred to in clause 2 of the agreement has been passed, and it shall commence and come into full force and effect upon the date upon which it is approved by the Parliaments of the Commonwealth and of the State and the provisions referred to in clause 2 of the agreement are passed. Commencement of agreement.
4. Subject to compliance by the State with the provisions of this agreement, the Commonwealth will, in accordance with and subject to the provisions of this agreement, provide financial assistance to the State towards meeting the State’s obligations under clause 32 of the River Murray Waters Agreement in respect of the cost of the construction of the Chowilla Reservoir. Financial Assistance.
- 5.—(1.) The Commonwealth will, at the request of the State from time to time, and subject to the provisions of this agreement, make payments to the State in pursuance of the last preceding clause of the amounts that the State is required from time to time to provide to the River Murray Commission established under the River Murray Waters Agreement under clause 34 of that agreement in respect of the cost of the construction of the Chowilla Reservoir. Payments by Commonwealth.
  - (2.) The State will furnish to the Treasurer of the Commonwealth such documents and other evidence in support of each request by the State for a payment to it by the Commonwealth under sub-clause (1.) of this clause as the Treasurer may from time to time reasonably request, whether the request by the Treasurer is made before or after the Commonwealth has made a payment pursuant to the request by the State.
6. The State will not use or apply any payment made to it by the Commonwealth under this agreement except for the purpose of meeting its obligations under clause 34 of the River Murray Waters Agreement in respect of the cost of the construction of the Chowilla Reservoir. Use of payments.
- 7.—(1.) The State will pay to the Commonwealth interest on so much of a payment made to the State by the Commonwealth as is for the time being not repaid calculated from the date on which the payment was made at the rate provided in this clause. Interest.
  - (2.) The first payment of interest accrued on a payment made to the State by the Commonwealth will be made six calendar months after the date on which the payment was made and thereafter interest accrued on that payment will be paid at half-yearly intervals.

THE SCHEDULE—*continued.*

(3.) The rate at which interest is payable by the State under this clause in respect of each Commonwealth payment shall be the rate payable on the long term loan last raised by the Commonwealth in Australia for public subscription prior to the date upon which the payment was made.

Repayments  
by the State.

8.—(1.) Subject to sub-clauses (2.) and (3.) of this clause, the State will repay to the Commonwealth each payment made by the Commonwealth under this agreement by twenty equal consecutive half-yearly repayments, the first repayment in respect of a Commonwealth payment to be made on the expiry of ten years from the date on which the Commonwealth payment was made and subsequent repayments to be made at half-yearly intervals thereafter until the final repayment has been made.

(2.) The Treasurer of the Commonwealth and the Treasurer of the State may at any time arrange for any payments made by the Commonwealth under this agreement and not repaid by the State to be consolidated, and repayment of, and payment of interest on, those payments shall thereafter be made by the State to the Commonwealth in accordance with the arrangement so made instead of on the dates ascertained in accordance with sub-clause (1.) of this clause and clause 7 of this agreement.

(3.) The State may at any time after giving to the Commonwealth at least one month's notice of its intention so to do repay to the Commonwealth the whole of the unrepaid balance of a Commonwealth payment together with interest accrued thereon to the date of repayment by the State.

## Audit.

9.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the expenditure of moneys received by the State under this agreement shall be subject to audit by the Auditor-General of the State.

(2.) Until such time as all amounts to be paid by the Commonwealth under this agreement are paid, a report on the audits in respect of each financial year shall be furnished by the Auditor-General of the State to the Treasurer of the Commonwealth as soon as possible after the completion of the financial year, indicating whether the expenditure of the moneys is in accordance with the agreement, and including a reference to such other matters arising out of the audits as the Auditor-General of the State considers should be reported to the Treasurer of the Commonwealth.

Supply of  
information.

10. The State will from time to time at the request of the Treasurer of the Commonwealth furnish to him such information as he may reasonably require for the purposes of or in relation to this agreement.

## Notices.

11. Any notice, request or other communication to be given or made under this agreement by the Commonwealth or the Treasurer of the Commonwealth to the State shall be deemed to have been sufficiently given or made if it is in writing signed by the Treasurer of the Commonwealth or by any person thereunto authorized in writing by him, and any notice, application or other communication to be given or made by the State or the Treasurer of the State to the Commonwealth or to the Treasurer of the Commonwealth shall be deemed to have been sufficiently given or made if it is in writing signed by the Treasurer of the State or any person thereunto authorized in writing by the Treasurer of the State.

IN WITNESS WHEREOF the Prime Minister of the Commonwealth of Australia and the Premier of the State of New South Wales have signed this agreement for and on behalf of the Commonwealth and the State respectively on the day and year first hereinbefore written.

SIGNED for and on behalf of The Commonwealth  
of Australia by the Right Honourable Sir  
Robert Gordon Menzies, the Prime Minister of  
the Commonwealth, in the presence of— } ROBERT MENZIES  
HAROLD HOLT

SIGNED for and on behalf of the State of New  
South Wales by the Honourable Robert James  
Heffron, the Premier of the State, in the  
presence of— } R. J. HEFFRON  
G. M. GRAY