

New South Wales



ANNO DUODECIMO

ELIZABETHÆ II REGINÆ

Act No. 54, 1963.

An Act to ratify and approve of an Agreement entered into between the Commonwealth of Australia of the one part and the State of New South Wales of the other part with respect to the construction by the Snowy Mountains Hydro-electric Authority as agent for the said State of a dam across the Tumut River at Blowering and part of the works incidental thereto, the construction of other works incidental thereto, and the provision of financial assistance by the Commonwealth to the State subject to certain terms and conditions; to provide for the carrying into effect of that Agreement; to validate certain matters; to amend the Blowering Dam Act, 1951, in certain respects; and for purposes connected therewith. [Assented to, 19th December, 1963.]

BE

Blowering Dam (Snowy Mountains Hydro-electric Authority).

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 :—

Short title,
construction
and citation.

1. (1) This Act may be cited as the "Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963".

(2) This Act shall be read and construed with the Blowering Dam Act, 1951, which in this Act is referred to as the Principal Act.

(3) The Principal Act, as amended by this Act, may be cited as the Blowering Dam Act, 1951-1963.

Interpreta-
tion.

2. In this Act, unless the context or subject matter otherwise indicates or requires—

"Agreement" means the Agreement, a copy of which is set out in the Schedule to this Act.

"Authority" means the Snowy Mountains Hydro-electric Authority referred to in the Agreement.

"Commission" means the Water Conservation and Irrigation Commission.

"Nominated Department" means the nominated Department referred to in the Agreement.

Ratification.

3. (1) The Agreement is hereby approved, ratified and confirmed and the Authority is hereby authorised and empowered to carry out the Agreement.

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

(3)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(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 of the State, the Authority, the nominated Department, the Auditor-General or any other person specified therein are hereby sanctioned, authorised and confirmed.

4. Any act, matter or thing made, done, performed or executed by or on behalf of the State, the Minister for Conservation, the Commission, the Authority, the nominated Department, the Auditor-General or any other person specified in the Agreement, or by any officer, employee, servant or agent of any of them, which would have been lawful if this Act had been in force at the time such act, matter or thing was made, done, performed or executed is hereby validated.

5. The Principal Act is amended—

(a) by omitting section three;

Amendment
of Act No.
24, 1951.

Sec. 3.

(The plan.)

(b) by omitting from section four the words "eleven million pounds" and by inserting in lieu thereof the words "twenty-three million pounds";

Sec. 4.

(Estimated
cost.)

(c) by omitting the Schedule and by inserting in lieu thereof the following Schedule :—

Subst.
Schedule.

SCHEDULE.

Sec. 2.

(1) (a) A dam across the Tumut River at Blowering about 11 miles upstream from the town of Tumut of a height sufficient to store about 1,300,000 acre feet of water, together with incidental works associated therewith.

(b) A spillway and outlet works, together with incidental works associated therewith.

(c)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(c) Re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including telephone lines and transmission lines.

(d) Silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of the Schedule to the Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963.

(e) Establishment of borrow areas for soil and gravel and quarries for rock and aggregates.

(f) Construction of access and works roads together with structures incidental thereto.

(2) The whole of the work described in this Schedule to be subject to such modifications as may be deemed desirable by the Constructing Authority.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

SCHEDULE.

Secs. 2, 3.

AN AGREEMENT made this thirteenth day of August 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 the agreement (in this agreement called "the Snowy Mountains Agreement") made on the eighteenth day of September One thousand nine hundred and fifty-seven between the Commonwealth, the State and the State of Victoria and scheduled to the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth contained a provision, namely clause 6, reading as follows:—

"6.—(1) The State of New South Wales shall for the purpose of regulating waters of the Tumut River and the waters diverted thereto from the Eucumbene, Tooma or Murrumbidgee River catchments—

- (a) as soon as is practicable construct, or cause to be constructed, storage works on the Tumut River at Blowering or at such other site on that river, and of such capacity, as that State determines;
- (b) at all times maintain and keep those works in good order and condition.

(2) The Authority shall have the right to install at this storage a generating station of such capacity as it may determine.

(3) If requested by the Authority before the State commences the construction of the said storage works so to do, the State shall, in the construction of works under this clause, make provision for the installation by the Authority of a generating station pursuant to the last preceding sub-clause.

(4) The Authority shall contribute such proportion of the cost of the works to be constructed under this clause as is agreed upon, after the site and capacity of the storage works and the capacity of the generating station referred to in this clause have been determined, by the Commonwealth and the State of New South Wales.":

AND WHEREAS the Snowy Mountains Hydro-electric Authority (in this agreement called "the Authority") being the corporation referred to under that name in the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth, the *Snowy Mountains Hydro-electric Agreements Act, 1958* of the State, and the *Snowy*

Mountains

Blowering Dam (Snowy Mountains Hydro-electric Authority).

Mountains Hydro-electric Agreements Act 1958 of the State of Victoria may, under sub-section (2) of section 16 of the *Snowy Mountains Hydro-electric Power Act* 1949-1958 of the Commonwealth, have, perform or exercise a capacity, function, power, authority or duty conferred or imposed upon it by an Act of the Parliament of the State of New South Wales or the State of Victoria:

AND WHEREAS the State desires to arrange for the construction of the said storage works on the Tumut River at Blowering (which storage works are in this agreement called "the Blowering storage works") at a site and of a capacity determined by the State and referred to in this agreement:

AND WHEREAS the Authority proposes to request the State to make provision for the installation by the Authority of a generating station of a capacity to be determined by the Authority, which the State is required to do under the said clause 6 of the Snowy Mountains Agreement:

AND WHEREAS the State has requested the Authority to undertake the design and construction of part of the Blowering storage works at the cost of the State, to which the Commonwealth is agreeable:

AND WHEREAS the State has sought financial assistance from the Commonwealth towards the cost of designing and constructing the Blowering storage works:

AND WHEREAS the Government of the Commonwealth has agreed to submit to its Parliament legislation providing under section 96 of the Constitution of the Commonwealth 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:

AND WHEREAS this agreement is conditional on the State passing legislation to authorize and empower the Authority to carry out this agreement:

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

PART I.—GENERAL.

Approval
of agree-
ment by
Common-
wealth.

1. The Government of the Commonwealth will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement and providing under section 96 of the Constitution of the Commonwealth 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.

2.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

2. The Government of the State will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement, authorizing and empowering the Authority to carry out this agreement, and repealing or amending section 4 of the *Blowering Dam Act*, 1951 of the State so as to enable this agreement to be carried out.

Approval
of agreement
by
State.

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 of the Commonwealth and of the State and until the legislation referred to in clauses 1 and 2 of the agreement has been passed and it shall commence and come into full force and effect when it is approved by the Parliaments of the Commonwealth and of the State and the legislation referred to in clauses 1 and 2 of the agreement is passed.

Commence-
ment of
agreement.

4. The Commonwealth will secure the performance by the authority of its obligations arising pursuant to this agreement.

Perform-
ance by
Authority.

PART II.—CONSTRUCTION OF THE BLOWERING STORAGE
AND GENERATING STATION WORKS

5.—(1.) The Blowering storage works shall be the works required to regulate the Tumut River and the waters diverted thereto from the Eucumbene, Tooma and Murrumbidgee River catchments in accordance with clause 6 of the Snowy Mountains Agreement.

Description
of
Works.

(2.) The Blowering storage works shall provide a storage of an approximate capacity of 1,300,000 acre-feet of water and shall be constructed at Blowering about 11 miles upstream from the town of Tumut.

(3.) The Blowering storage works shall consist of and include—

- (a) a dam across the Tumut River of a height sufficient to store about 1,300,000 acre-feet of water, together with incidental works associated therewith;
- (b) a spillway and outlet works, together with incidental works associated therewith;
- (c) re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including transmission lines and telephone lines;

(d)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

- (d) silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of this agreement;
- (e) the acquisition of the land required for the construction of the dam, spillway, outlet works, and incidental works, and for ultimate inundation, and for the re-location of existing roads, together with structures incidental thereto, and services, including transmission lines and telephone lines, and for the silt dams and weirs and for works necessary for the protection of the foreshores.

(4.) The generating station and any other works associated with the generating station (in this agreement collectively called "the generating station") to be installed in association with the Blowering storage works will be of a capacity to be determined by the Authority.

**Design of
storage
works.**

6. The Authority will, under the authority and power conferred by the legislation of the State as aforesaid, design that part of the Blowering storage works referred to in paragraphs (a) and (b) of sub-clause (3.) of clause 5 of this agreement (which part is in this agreement collectively referred to as "the dam").

**Construc-
tion of
dam.**

7.—(1.) The Authority will, as agent for the State, and under the authority and power conferred by the legislation of the State previously referred to, construct or cause to be constructed the dam.

(2.) The whole or any part of the construction of the dam may be carried out under a contract or contracts with a contractor or contractors in accordance with the Authority's established procedures, under which contract or contracts the Authority will be expressed to contract as agent for the State, and the Authority will administer and supervise those contracts and make all payments in respect of them on behalf of the State.

(3.) The Authority will ensure that the works are constructed efficiently and in accordance with sound engineering and financial practices, but those works and all acts and operations in carrying out those works shall be at the sole cost and risk of the State.

(4.) Each contract entered into by the Authority under this clause shall be drawn so as to enable the State to proceed directly against the contractor in respect of any breach of the contract or any defective work or negligence on the part of the contractor or his sub-contractors or employees.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

8.—(1.) In the event of any difference of opinion between the Authority and the nominated Department as to any major matter of design or construction of the dam the State shall have the final decision. State to have final decision in major matters.

(2.) The State shall have the final decision on the acceptance of tenders for the dam.

9.—(1.) The State will carry out the works referred to in paragraphs (c), (d) and (e) of sub-clause (3.) of clause 5 of this agreement. Work to be carried out by the State.

(2.) The State shall ensure that the works to be carried out by it are carried out efficiently and in conformity with sound engineering and financial practices.

10. The State will acquire an estate in fee simple in all lands other than Crown lands required for the Blowering storage works, the land to be inundated, and the generating station, and will grant the Authority free use of such portion of those lands as the Authority considers necessary for the purposes of this agreement. State to acquire land.

11. The State and the Authority will discharge their respective obligations and responsibilities under this agreement in such a manner as to permit the design and construction of the Blowering storage works to proceed in accordance with a programme agreed between them so that those works will be in service within six years from the date of this agreement, unless otherwise agreed between the parties to this agreement. Programme of work.

12.—(1.) The State will supply to the Authority all design and construction data in relation to the construction of the dam available to the State at the date of this agreement. Consultation.

(2.) The Authority will from time to time consult with the State Department nominated for the purpose by the State (in this agreement called "the nominated Department") on major matters of design and construction of the dam, and will keep that Department informed on technical aspects of design and construction including test results and provide "works as executed" drawings.

(3.) The Authority will ensure that officers of the nominated Department are afforded opportunities to observe the various phases of construction of the dam.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

State to make available existing facilities at Blowering.

13. The State will, for the duration of the construction of the dam and the generating station, if requested by the Authority so to do, make available to the Authority and its employees, and to the Authority's contractors and their employees, as determined by the Authority, all existing accommodation and other facilities owned by the State at or in the vicinity of the Blowering storage, except so far as they are required by the State for other works.

Payment of expenditure by State.

14.—(1.) The State will pay to the Authority all expenditure incurred by the Authority in designing, and constructing or causing to be constructed, the dam.

(2.) This expenditure will include a due allowance for the salaries and wages of the Authority and its employees, and for general and overhead charges computed in accordance with the present practices and procedures of the Authority, and will include all payments to contractors engaged by the Authority in connexion with the construction of the dam and any amounts paid by the Authority as compensation or damages in respect of or arising from the construction of the dam.

Separate accounts to be kept by Authority.

15.—(1.) The Authority will keep separate accounts of its expenditure in connexion with the design and construction of the dam, applying for that purpose its present practices and procedures for the allocation of general and overhead charges.

(2.) The accounts so kept will once at least in each year be subject to audit by the Auditor-General of the Commonwealth, who shall certify the amount of the expenditure incurred by the Authority in respect of each financial year in connexion with the design and construction of the dam, and payable by the State in accordance with clause 14 of this agreement.

(3.) A report on the audits carried out under the last preceding sub-clause and on the certificates referred to in that sub-clause in respect of each financial year shall be furnished by the Auditor-General of the Commonwealth to the State as soon as possible after the completion of the financial year.

Working advance by State.

16.—(1.) The State will maintain a cash advance to the Authority on the imprest system of an amount sufficient to meet the expenditure incurred by the Authority from time to time in respect of the construction and design of the dam.

(2.) The expenditure so incurred by the Authority shall be reimbursed to the Authority by the State monthly.

(3.) The unexpended balance, if any, of the amount of the cash advance at the date of the handing over of the dam to the State shall be refunded by the Authority to the State.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

17. The State will assume all liability and responsibility for the Blowering storage works and for their maintenance and operation. State to assume all liability for works.

PART III.—USE OF BLOWERING WATER FOR IRRIGATION.

18. The State undertakes that—

State to make full use for irrigation of water stored.

(a) within six months after the date of completion of the Blowering storage works, it will make available for application a minimum of 70 large irrigation farms within the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley, if sufficient water is then stored in those storage works to ensure that the farms can be developed with safety;

(b) it will, after the date of completion of the Blowering storage works, make available within the Coleambally Irrigation Area such number of horticultural farms as may, having regard to the demand for this type of farm, be found practicable and desirable; and

(c) subject to paragraphs (a) and (b) of this clause, it will, within ten years from the date of completion of the Blowering storage works, unless otherwise agreed between the parties to this agreement, by progressively making available further large area farms in the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley or by other means, have fully utilised all the additional water to be provided by the construction of those works.

PART IV.—FINANCIAL ASSISTANCE.

19.—(1.) Subject to compliance by the State with the provisions of this agreement, other than clause 18 thereof, the Commonwealth will in accordance with and subject to the provisions of this agreement provide financial assistance to the State towards meeting the cost incurred by the State after the date of this agreement of the design, construction and carrying out of the Blowering storage works (which cost is in this agreement referred to as "the cost incurred by the State"). Financial Assistance.

(2.) The cost incurred by the State shall be deemed to include the amounts paid by the State to the Authority in accordance with clause 14 of this agreement.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

Payments
by Common-
wealth.

20.—(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 amounts equal to one-half of the cost incurred by the State.

(2.) The Commonwealth may, at the request of the State and at such times as the Treasurer of the Commonwealth thinks fit, make advances of such amounts as the Treasurer thinks fit to the State on account of amounts that may become payable to the State under the last preceding sub-clause.

(3.) An amount advanced by the Commonwealth under the last preceding sub-clause may be deducted by the Commonwealth from amounts to be paid subsequently under sub-clause (1.) of this clause, or, if there are no further amounts to be paid under the last-mentioned sub-clause, shall be refunded by the State to the Commonwealth at the request of the Treasurer of the Commonwealth.

(4.) 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.) or sub-clause (2.) 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.

Use of
advances.

21. The State will not use or apply any payment made to it by the Commonwealth under this agreement except for the purpose of meeting or reimbursing the cost incurred by the State.

Interest.

22.—(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.

(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.

(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.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

23.—(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. Repayments
by the
State.

(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 22 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.

24.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the cost incurred by the State shall be subject to audit by the Auditor-General of the State. Audit.

(2.) Until such time as the Blowering storage works are completed, all amounts to be paid by the Commonwealth under this agreement are paid, and supporting evidence to the satisfaction of the Treasurer of the Commonwealth in relation to the amounts paid is furnished by the State, a report on the audits and on the financial statements 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 inter alia—

- (a) whether the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and
- (b) whether the expenditure of moneys is in accordance with the agreement,

and including reference to such other matters arising out of the audits and financial statements as the Auditor-General of the State considers should be reported to the Treasurer of the Commonwealth.

PART

Blowering Dam (Snowy Mountains Hydro-electric Authority).

PART V.—MISCELLANEOUS.

Authority's contribution to cost of Blowering storage works.

25. The contribution to be made by the Authority to the cost of the Blowering storage works as provided for in clause 6 of the Snowy Mountains Agreement will comprise the additional cost, if any, as agreed between the Authority and the nominated Department, incurred in the construction of such additional works, or such enlargement of works, in connexion with the Blowering storage works as may be required by the Authority in connexion with the installation of the generating station.

Determination of Agreement.

26.—(1.) Either party to this agreement may determine this agreement, before any tenders exceeding in the aggregate Two million pounds for any of the works referred to in paragraphs (a) and (b) of sub-clause (3.) of clause 5 of this agreement are accepted, by notice in writing to the other party if the first-mentioned party is of opinion that the cost of the design and construction of the Blowering storage works will so substantially exceed the estimated cost as to be beyond its practicable financial capacity at that time.

(2.) The estimated cost for purposes of this clause shall be the estimated cost as agreed between the Authority and the nominated Department as soon as practicable after the date of this agreement.

(3.) When a notice of determination has been given under sub-clause (1.) of this clause, all future obligations of the parties under the agreement shall thereupon cease to be binding but without prejudice to—

- (a) the obligations of the State to repay to the Commonwealth moneys paid to it by the Commonwealth under this agreement, together with interest thereon as provided in this agreement;
- (b) the obligation of the State to pay to the Authority any amount payable or which if it were not for the determination of the agreement would otherwise become payable under clause 14 of this agreement;
- (c) the rights and obligations of the State, the Authority or a contractor under or in respect of any contract previously entered into by the Authority on behalf of the State under this agreement; or
- (d) the rights and obligations of the State under sub-clause (3.) of clause 7 or under clause 17 of this agreement.

Supply of information.

27. The State will from time to time at the request of the Commonwealth or the Authority furnish to the Commonwealth or the Authority, as the case may be, and the Authority will from time to time at the request of the State furnish to the State, such documents and information as may reasonably be required for the purpose of or in relation to this agreement.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

28. 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 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 this agreement has been signed on behalf of the parties thereto the day and year first above-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—

W. SPOONER.
Minister of State for National Development.

ROBERT MENZIES.

SIGNED for and on behalf of the State of New South Wales by the Honourable John Brophy Renshaw, the Acting Premier of the State, in the presence of—

G. M. GRAY.

J. B. RENSHAW.

BY AUTHORITY:

V. C. N. BLIGHT, GOVERNMENT PRINTER, SYDNEY, NEW SOUTH WALES—1964

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I certify that this PUBLIC BILL, which originated in the LEGISLATIVE ASSEMBLY, has finally passed the LEGISLATIVE COUNCIL and the LEGISLATIVE ASSEMBLY of NEW SOUTH WALES.

ALLAN PICKERING,
Clerk of the Legislative Assembly.

*Legislative Assembly Chamber,
Sydney, 10 December, 1963.*

New South Wales



ANNO DUODECIMO

ELIZABETHÆ II REGINÆ

Act No. 54, 1963.

An Act to ratify and approve of an Agreement entered into between the Commonwealth of Australia of the one part and the State of New South Wales of the other part with respect to the construction by the Snowy Mountains Hydro-electric Authority as agent for the said State of a dam across the Tumut River at Blowering and part of the works incidental thereto, the construction of other works incidental thereto, and the provision of financial assistance by the Commonwealth to the State subject to certain terms and conditions; to provide for the carrying into effect of that Agreement; to validate certain matters; to amend the Blowering Dam Act, 1951, in certain respects; and for purposes connected therewith. [Assented to, 19th December, 1963.]

BE

I have examined this Bill, and find it to correspond in all respects with the Bill as finally passed by both Houses.

HOWARD T. FOWLES,
Chairman of Committees of the Legislative Assembly.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

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:—

Short title,
construction
and citation.

1. (1) This Act may be cited as the "Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963".

(2) This Act shall be read and construed with the Blowering Dam Act, 1951, which in this Act is referred to as the Principal Act.

(3) The Principal Act, as amended by this Act, may be cited as the Blowering Dam Act, 1951-1963.

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tion.

2. In this Act, unless the context or subject matter otherwise indicates or requires—

"Agreement" means the Agreement, a copy of which is set out in the Schedule to this Act.

"Authority" means the Snowy Mountains Hydro-electric Authority referred to in the Agreement.

"Commission" means the Water Conservation and Irrigation Commission.

"Nominated Department" means the nominated Department referred to in the Agreement.

Ratification.

3. (1) The Agreement is hereby approved, ratified and confirmed and the Authority is hereby authorised and empowered to carry out the Agreement.

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

(3)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(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 of the State, the Authority, the nominated Department, the Auditor-General or any other person specified therein are hereby sanctioned, authorised and confirmed.

4. Any act, matter or thing made, done, performed or executed by or on behalf of the State, the Minister for Conservation, the Commission, the Authority, the nominated Department, the Auditor-General or any other person specified in the Agreement, or by any officer, employee, servant or agent of any of them, which would have been lawful if this Act had been in force at the time such act, matter or thing was made, done, performed or executed is hereby validated.

5. The Principal Act is amended—

- | | |
|---|---|
| (a) by omitting section three; | Amendment
of Act No.
24, 1951. |
| (b) by omitting from section four the words "eleven million pounds" and by inserting in lieu thereof the words "twenty-three million pounds"; | Sec. 3.
(The plan.)
Sec. 4.
(Estimated
cost.) |
| (c) by omitting the Schedule and by inserting in lieu thereof the following Schedule :— | Subst.
Schedule. |

SCHEDULE.

Sec. 2.

(1) (a) A dam across the Tumut River at Blowering about 11 miles upstream from the town of Tumut of a height sufficient to store about 1,300,000 acre feet of water, together with incidental works associated therewith.

(b) A spillway and outlet works, together with incidental works associated therewith.

(c)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(c) Re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including telephone lines and transmission lines.

(d) Silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of the Schedule to the Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963.

(e) Establishment of borrow areas for soil and gravel and quarries for rock and aggregates.

(f) Construction of access and works roads together with structures incidental thereto.

(2) The whole of the work described in this Schedule to be subject to such modifications as may be deemed desirable by the Constructing Authority.

SCHEDULE.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

SCHEDULE.

Secs. 2, 3.

AN AGREEMENT made this thirteenth day of August 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 the agreement (in this agreement called "the Snowy Mountains Agreement") made on the eighteenth day of September One thousand nine hundred and fifty-seven between the Commonwealth, the State and the State of Victoria and scheduled to the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth contained a provision, namely clause 6, reading as follows:—

"6.—(1) The State of New South Wales shall for the purpose of regulating waters of the Tumut River and the waters diverted thereto from the Eucumbene, Tooma or Murrumbidgee River catchments—

- (a) as soon as is practicable construct, or cause to be constructed, storage works on the Tumut River at Blowering or at such other site on that river, and of such capacity, as that State determines;
- (b) at all times maintain and keep those works in good order and condition.

(2) The Authority shall have the right to install at this storage a generating station of such capacity as it may determine.

(3) If requested by the Authority before the State commences the construction of the said storage works so to do, the State shall, in the construction of works under this clause, make provision for the installation by the Authority of a generating station pursuant to the last preceding sub-clause.

(4) The Authority shall contribute such proportion of the cost of the works to be constructed under this clause as is agreed upon, after the site and capacity of the storage works and the capacity of the generating station referred to in this clause have been determined, by the Commonwealth and the State of New South Wales.":

AND WHEREAS the Snowy Mountains Hydro-electric Authority (in this agreement called "the Authority") being the corporation referred to under that name in the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth, the *Snowy Mountains Hydro-electric Agreements Act, 1958* of the State, and the *Snowy Mountains*

Blowering Dam (Snowy Mountains Hydro-electric Authority).

Mountains Hydro-electric Agreements Act 1958 of the State of Victoria may, under sub-section (2) of section 16 of the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth, have, perform or exercise a capacity, function, power, authority or duty conferred or imposed upon it by an Act of the Parliament of the State of New South Wales or the State of Victoria:

AND WHEREAS the State desires to arrange for the construction of the said storage works on the Tumut River at Blowering (which storage works are in this agreement called "the Blowering storage works") at a site and of a capacity determined by the State and referred to in this agreement:

AND WHEREAS the Authority proposes to request the State to make provision for the installation by the Authority of a generating station of a capacity to be determined by the Authority, which the State is required to do under the said clause 6 of the Snowy Mountains Agreement:

AND WHEREAS the State has requested the Authority to undertake the design and construction of part of the Blowering storage works at the cost of the State, to which the Commonwealth is agreeable:

AND WHEREAS the State has sought financial assistance from the Commonwealth towards the cost of designing and constructing the Blowering storage works:

AND WHEREAS the Government of the Commonwealth has agreed to submit to its Parliament legislation providing under section 96 of the Constitution of the Commonwealth 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:

AND WHEREAS this agreement is conditional on the State passing legislation to authorize and empower the Authority to carry out this agreement:

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

PART I.—GENERAL.

Approval
of agree-
ment by
Common-
wealth.

1. The Government of the Commonwealth will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement and providing under section 96 of the Constitution of the Commonwealth 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.

2.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

2. The Government of the State will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement, authorizing and empowering the Authority to carry out this agreement, and repealing or amending section 4 of the *Blowering Dam Act*, 1951 of the State so as to enable this agreement to be carried out.

Approval
of agree-
ment by
State.

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 of the Commonwealth and of the State and until the legislation referred to in clauses 1 and 2 of the agreement has been passed and it shall commence and come into full force and effect when it is approved by the Parliaments of the Commonwealth and of the State and the legislation referred to in clauses 1 and 2 of the agreement is passed.

Commence-
ment of
agreement.

4. The Commonwealth will secure the performance by the authority of its obligations arising pursuant to this agreement.

Perform-
ance by
Authority.

PART II.—CONSTRUCTION OF THE BLOWERING STORAGE
AND GENERATING STATION WORKS

5.—(1) The Blowering storage works shall be the works required to regulate the Tumut River and the waters diverted thereto from the Eucumbene, Tooma and Murrumbidgee River catchments in accordance with clause 6 of the Snowy Mountains Agreement.

Descrip-
tion of
Works.

(2.) The Blowering storage works shall provide a storage of an approximate capacity of 1,300,000 acre-feet of water and shall be constructed at Blowering about 11 miles upstream from the town of Tumut.

(3.) The Blowering storage works shall consist of and include—

- (a) a dam across the Tumut River of a height sufficient to store about 1,300,000 acre-feet of water, together with incidental works associated therewith;
- (b) a spillway and outlet works, together with incidental works associated therewith;
- (c) re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including transmission lines and telephone lines;

(d)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(d) silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of this agreement;

(e) the acquisition of the land required for the construction of the dam, spillway, outlet works, and incidental works, and for ultimate inundation, and for the re-location of existing roads, together with structures incidental thereto, and services, including transmission lines and telephone lines, and for the silt dams and weirs and for works necessary for the protection of the foreshores.

(4.) The generating station and any other works associated with the generating station (in this agreement collectively called "the generating station") to be installed in association with the Blowering storage works will be of a capacity to be determined by the Authority.

**Design of
storage
works.**

6. The Authority will, under the authority and power conferred by the legislation of the State as aforesaid, design that part of the Blowering storage works referred to in paragraphs (a) and (b) of sub-clause (3.) of clause 5 of this agreement (which part is in this agreement collectively referred to as "the dam").

**Construc-
tion of
dam.**

7.—(1.) The Authority will, as agent for the State, and under the authority and power conferred by the legislation of the State previously referred to, construct or cause to be constructed the dam.

(2.) The whole or any part of the construction of the dam may be carried out under a contract or contracts with a contractor or contractors in accordance with the Authority's established procedures, under which contract or contracts the Authority will be expressed to contract as agent for the State, and the Authority will administer and supervise those contracts and make all payments in respect of them on behalf of the State.

(3.) The Authority will ensure that the works are constructed efficiently and in accordance with sound engineering and financial practices, but those works and all acts and operations in carrying out those works shall be at the sole cost and risk of the State.

(4.) Each contract entered into by the Authority under this clause shall be drawn so as to enable the State to proceed directly against the contractor in respect of any breach of the contract or any defective work or negligence on the part of the contractor or his sub-contractors or employees.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

8.—(1.) In the event of any difference of opinion between the Authority and the nominated Department as to any major matter of design or construction of the dam the State shall have the final decision. State to have final decision in major matters.

(2.) The State shall have the final decision on the acceptance of tenders for the dam.

9.—(1.) The State will carry out the works referred to in paragraphs (c), (d) and (e) of sub-clause (3.) of clause 5 of this agreement. Work to be carried out by the State.

(2.) The State shall ensure that the works to be carried out by it are carried out efficiently and in conformity with sound engineering and financial practices.

10. The State will acquire an estate in fee simple in all lands other than Crown lands required for the Blowering storage works, the land to be inundated, and the generating station, and will grant the Authority free use of such portion of those lands as the Authority considers necessary for the purposes of this agreement. State to acquire land.

11. The State and the Authority will discharge their respective obligations and responsibilities under this agreement in such a manner as to permit the design and construction of the Blowering storage works to proceed in accordance with a programme agreed between them so that those works will be in service within six years from the date of this agreement, unless otherwise agreed between the parties to this agreement. Programme of work.

12.—(1.) The State will supply to the Authority all design and construction data in relation to the construction of the dam available to the State at the date of this agreement. Consultation.

(2.) The Authority will from time to time consult with the State Department nominated for the purpose by the State (in this agreement called "the nominated Department") on major matters of design and construction of the dam, and will keep that Department informed on technical aspects of design and construction including test results and provide "works as executed" drawings.

(3.) The Authority will ensure that officers of the nominated Department are afforded opportunities to observe the various phases of construction of the dam.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

State to
make
available
existing
facilities at
Blowering.

13. The State will, for the duration of the construction of the dam and the generating station, if requested by the Authority so to do, make available to the Authority and its employees, and to the Authority's contractors and their employees, as determined by the Authority, all existing accommodation and other facilities owned by the State at or in the vicinity of the Blowering storage, except so far as they are required by the State for other works.

Payment of
expenditure
by State.

14.—(1.) The State will pay to the Authority all expenditure incurred by the Authority in designing, and constructing or causing to be constructed, the dam.

(2.) This expenditure will include a due allowance for the salaries and wages of the Authority and its employees, and for general and overhead charges computed in accordance with the present practices and procedures of the Authority, and will include all payments to contractors engaged by the Authority in connexion with the construction of the dam and any amounts paid by the Authority as compensation or damages in respect of or arising from the construction of the dam.

Separate
accounts
to be
kept by
Authority.

15.—(1.) The Authority will keep separate accounts of its expenditure in connexion with the design and construction of the dam, applying for that purpose its present practices and procedures for the allocation of general and overhead charges.

(2.) The accounts so kept will once at least in each year be subject to audit by the Auditor-General of the Commonwealth, who shall certify the amount of the expenditure incurred by the Authority in respect of each financial year in connexion with the design and construction of the dam, and payable by the State in accordance with clause 14 of this agreement.

(3.) A report on the audits carried out under the last preceding sub-clause and on the certificates referred to in that sub-clause in respect of each financial year shall be furnished by the Auditor-General of the Commonwealth to the State as soon as possible after the completion of the financial year.

Working
advance
by State.

16.—(1.) The State will maintain a cash advance to the Authority on the imprest system of an amount sufficient to meet the expenditure incurred by the Authority from time to time in respect of the construction and design of the dam.

(2.) The expenditure so incurred by the Authority shall be reimbursed to the Authority by the State monthly.

(3.) The unexpended balance, if any, of the amount of the cash advance at the date of the handing over of the dam to the State shall be refunded by the Authority to the State.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

17. The State will assume all liability and responsibility for the Blowering storage works and for their maintenance and operation. State to assume all liability for works.

PART III.—USE OF BLOWERING WATER FOR IRRIGATION.

18. The State undertakes that—

- (a) within six months after the date of completion of the Blowering storage works, it will make available for application a minimum of 70 large irrigation farms within the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley, if sufficient water is then stored in those storage works to ensure that the farms can be developed with safety;
- (b) it will, after the date of completion of the Blowering storage works, make available within the Coleambally Irrigation Area such number of horticultural farms as may, having regard to the demand for this type of farm, be found practicable and desirable ; and
- (c) subject to paragraphs (a) and (b) of this clause, it will, within ten years from the date of completion of the Blowering storage works, unless otherwise agreed between the parties to this agreement, by progressively making available further large area farms in the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley or by other means, have fully utilised all the additional water to be provided by the construction of those works.

State to make full use for irrigation of water stored.

PART IV.—FINANCIAL ASSISTANCE.

19.—(1.) Subject to compliance by the State with the provisions of this agreement, other than clause 18 thereof, the Commonwealth will in accordance with and subject to the provisions of this agreement provide financial assistance to the State towards meeting the cost incurred by the State after the date of this agreement of the design, construction and carrying out of the Blowering storage works (which cost is in this agreement referred to as “the cost incurred by the State”). Financial Assistance.

(2.) The cost incurred by the State shall be deemed to include the amounts paid by the State to the Authority in accordance with clause 14 of this agreement.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

Payments
by Common-
wealth.

20.—(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 amounts equal to one-half of the cost incurred by the State.

(2.) The Commonwealth may, at the request of the State and at such times as the Treasurer of the Commonwealth thinks fit, make advances of such amounts as the Treasurer thinks fit to the State on account of amounts that may become payable to the State under the last preceding sub-clause.

(3.) An amount advanced by the Commonwealth under the last preceding sub-clause may be deducted by the Commonwealth from amounts to be paid subsequently under sub-clause (1.) of this clause, or, if there are no further amounts to be paid under the last-mentioned sub-clause, shall be refunded by the State to the Commonwealth at the request of the Treasurer of the Commonwealth.

(4.) 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.) or sub-clause (2.) 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.

Use of
advances.

21. The State will not use or apply any payment made to it by the Commonwealth under this agreement except for the purpose of meeting or reimbursing the cost incurred by the State.

Interest.

22.—(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.

(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.

(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.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

23.—(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. Repayments
by the
State.

(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 22 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.

24.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the cost incurred by the State shall be subject to audit by the Auditor-General of the State. Audit.

(2.) Until such time as the Blowering storage works are completed, all amounts to be paid by the Commonwealth under this agreement are paid, and supporting evidence to the satisfaction of the Treasurer of the Commonwealth in relation to the amounts paid is furnished by the State, a report on the audits and on the financial statements 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 inter alia—

- (a) whether the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and
- (b) whether the expenditure of moneys is in accordance with the agreement,

and including reference to such other matters arising out of the audits and financial statements as the Auditor-General of the State considers should be reported to the Treasurer of the Commonwealth.

PART

Blowering Dam (Snowy Mountains Hydro-electric Authority).

PART V.—MISCELLANEOUS.

Authority's contribution to cost of Blowering storage works. 25. The contribution to be made by the Authority to the cost of the Blowering storage works as provided for in clause 6 of the Snowy Mountains Agreement will comprise the additional cost, if any, as agreed between the Authority and the nominated Department, incurred in the construction of such additional works, or such enlargement of works, in connexion with the Blowering storage works as may be required by the Authority in connexion with the installation of the generating station.

Determination of Agreement. 26.—(1.) Either party to this agreement may determine this agreement, before any tenders exceeding in the aggregate Two million pounds for any of the works referred to in paragraphs (a) and (b) of sub-clause (3.) of clause 5 of this agreement are accepted, by notice in writing to the other party if the first-mentioned party is of opinion that the cost of the design and construction of the Blowering storage works will so substantially exceed the estimated cost as to be beyond its practicable financial capacity at that time.

(2.) The estimated cost for purposes of this clause shall be the estimated cost as agreed between the Authority and the nominated Department as soon as practicable after the date of this agreement.

(3.) When a notice of determination has been given under sub-clause (1.) of this clause, all future obligations of the parties under the agreement shall thereupon cease to be binding but without prejudice to—

- (a) the obligations of the State to repay to the Commonwealth moneys paid to it by the Commonwealth under this agreement, together with interest thereon as provided in this agreement;
- (b) the obligation of the State to pay to the Authority any amount payable or which if it were not for the determination of the agreement would otherwise become payable under clause 14 of this agreement;
- (c) the rights and obligations of the State, the Authority or a contractor under or in respect of any contract previously entered into by the Authority on behalf of the State under this agreement; or
- (d) the rights and obligations of the State under sub-clause (3.) of clause 7 or under clause 17 of this agreement.

Supply of information. 27. The State will from time to time at the request of the Commonwealth or the Authority furnish to the Commonwealth or the Authority, as the case may be, and the Authority will from time to time at the request of the State furnish to the State, such documents and information as may reasonably be required for the purpose of or in relation to this agreement.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

28. 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 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. Notices.

IN WITNESS WHEREOF this agreement has been signed on behalf of the parties thereto the day and year first above-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—
W. SPOONER.
Minister of State for National Development.

ROBERT MENZIES.

SIGNED for and on behalf of the State of New South Wales by the Honourable John Brophy Renshaw, the Acting Premier of the State, in the presence of—
G. M. GRAY.

J. B. RENSHAW.

In the name and on behalf of Her Majesty I assent to this Act.

E. W. WOODWARD,
Governor.

*Government House,
Sydney, 19th December, 1963.*

This PUBLIC BILL originated in the LEGISLATIVE ASSEMBLY, and, having this day passed, is now ready for presentation to the LEGISLATIVE COUNCIL for its concurrence.

ALLAN PICKERING,
Clerk of the Legislative Assembly.

*Legislative Assembly Chamber,
Sydney, 5 December, 1963, A.M.*

New South Wales



ANNO DUODECIMO

ELIZABETHÆ II REGINÆ

Act No. , 1963.

An Act to ratify and approve of an Agreement entered into between the Commonwealth of Australia of the one part and the State of New South Wales of the other part with respect to the construction by the Snowy Mountains Hydro-electric Authority as agent for the said State of a dam across the Tumut River at Blowering and part of the works incidental thereto, the construction of other works incidental thereto, and the provision of financial assistance by the Commonwealth to the State subject to certain terms and conditions; to provide for the carrying into effect of that Agreement; to validate certain matters; to amend the Blowering Dam Act, 1951, in certain respects; and for purposes connected therewith.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

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 "Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963". Short title, construction and citation.

(2) This Act shall be read and construed with the Blowering Dam Act, 1951, which in this Act is referred to as the Principal Act.

(3) The Principal Act, as amended by this Act, may be cited as the Blowering Dam Act, 1951-1963.

2. In this Act, unless the context or subject matter otherwise indicates or requires— Interpretation.

15 "Agreement" means the Agreement, a copy of which is set out in the Schedule to this Act.

"Authority" means the Snowy Mountains Hydro-electric Authority referred to in the Agreement.

20 "Commission" means the Water Conservation and Irrigation Commission.

"Nominated Department" means the nominated Department referred to in the Agreement.

3. (1) The Agreement is hereby approved, ratified and confirmed and the Authority is hereby authorised and empowered to carry out the Agreement. Ratification.

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

(3)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(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 5 permitted to be made, done, performed or executed by or on behalf of the State, the Authority, the nominated Department, the Auditor-General or any other person specified therein are hereby sanctioned, authorised and confirmed.

4. Any act, matter or thing made, done, performed or Validation.
10 executed by or on behalf of the State, the Minister for Conservation, the Commission, the Authority, the nominated Department, the Auditor-General or any other person specified in the Agreement, or by any officer, employee, servant or agent of any of them, which would have been
15 lawful if this Act had been in force at the time such act, matter or thing was made, done, performed or executed is hereby validated.

5. The Principal Act is amended—

- | | | |
|----|---|--------------------------------------|
| | | Amendment
of Act No.
24, 1951. |
| | (a) by omitting section three; | Sec. 3.
(The plan.) |
| 20 | (b) by omitting from section four the words "eleven million pounds" and by inserting in lieu thereof the words "twenty-three million pounds"; | Sec. 4.
(Estimated cost.) |
| | (c) by omitting the Schedule and by inserting in lieu thereof the following Schedule :— | Subst.
Schedule. |

25

SCHEDULE.

Sec. 2.

(1) (a) A dam across the Tumut River at Blowering about 11 miles upstream from the town of Tumut of a height sufficient to store about 1,300,000 acre feet of water, together with
30 incidental works associated therewith.

(b) A spillway and outlet works, together with incidental works associated therewith.

(c)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(c) Re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including telephone lines and transmission lines.

5 (d) Silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of the Schedule to the Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963.

10 (e) Establishment of borrow areas for soil and gravel and quarries for rock and aggregates.

(f) Construction of access and works roads together with structures incidental thereto.

15 (2) The whole of the work described in this Schedule to be subject to such modifications as may be deemed desirable by the Constructing Authority.

SCHEDULE.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

SCHEDULE.

Secs. 2, 3.

AN AGREEMENT made this thirteenth day of August 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 the agreement (in this agreement called "the Snowy Mountains Agreement") made on the eighteenth day of September One thousand nine hundred and fifty-seven between the Commonwealth, the State and the State of Victoria and scheduled to the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth contained a provision, namely clause 6, reading as follows:—

"6.—(1) The State of New South Wales shall for the purpose of regulating waters of the Tumut River and the waters diverted thereto from the Eucumbene, Tooma or Murrumbidgee River catchments—

(a) as soon as is practicable construct, or cause to be constructed, storage works on the Tumut River at Blowering or at such other site on that river, and of such capacity, as that State determines;

(b) at all times maintain and keep those works in good order and condition.

(2) The Authority shall have the right to install at this storage a generating station of such capacity as it may determine.

(3) If requested by the Authority before the State commences the construction of the said storage works so to do, the State shall, in the construction of works under this clause, make provision for the installation by the Authority of a generating station pursuant to the last preceding sub-clause.

(4) The Authority shall contribute such proportion of the cost of the works to be constructed under this clause as is agreed upon, after the site and capacity of the storage works and the capacity of the generating station referred to in this clause have been determined, by the Commonwealth and the State of New South Wales.":

AND WHEREAS the Snowy Mountains Hydro-electric Authority (in this agreement called "the Authority") being the corporation referred to under that name in the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth, the *Snowy Mountains Hydro-electric Agreements Act, 1958* of the State, and the *Snowy Mountains*

Blowering Dam (Snowy Mountains Hydro-electric Authority).

Mountains Hydro-electric Agreements Act 1958 of the State of Victoria may, under sub-section (2) of section 16 of the *Snowy Mountains Hydro-electric Power Act* 1949-1958 of the Commonwealth, have, perform or exercise a capacity, function, power, authority or duty conferred or imposed upon it by an Act of the Parliament of the State of New South Wales or the State of Victoria:

AND WHEREAS the State desires to arrange for the construction of the said storage works on the Tumut River at Blowering (which storage works are in this agreement called "the Blowering storage works") at a site and of a capacity determined by the State and referred to in this agreement:

AND WHEREAS the Authority proposes to request the State to make provision for the installation by the Authority of a generating station of a capacity to be determined by the Authority, which the State is required to do under the said clause 6 of the Snowy Mountains Agreement:

AND WHEREAS the State has requested the Authority to undertake the design and construction of part of the Blowering storage works at the cost of the State, to which the Commonwealth is agreeable:

AND WHEREAS the State has sought financial assistance from the Commonwealth towards the cost of designing and constructing the Blowering storage works:

AND WHEREAS the Government of the Commonwealth has agreed to submit to its Parliament legislation providing under section 96 of the Constitution of the Commonwealth 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:

AND WHEREAS this agreement is conditional on the State passing legislation to authorize and empower the Authority to carry out this agreement:

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

PART I.—GENERAL.

1. The Government of the Commonwealth will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement and providing under section 96 of the Constitution of the Commonwealth 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.

Approval of agreement by Commonwealth.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

2. The Government of the State will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement, authorizing and empowering the Authority to carry out this agreement, and repealing or amending section 4 of the *Blowering Dam Act*, 1951 of the State so as to enable this agreement to be carried out.

Approval
of agree-
ment by
State.

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 of the Commonwealth and of the State and until the legislation referred to in clauses 1 and 2 of the agreement has been passed and it shall commence and come into full force and effect when it is approved by the Parliaments of the Commonwealth and of the State and the legislation referred to in clauses 1 and 2 of the agreement is passed.

Commence-
ment of
agreement.

4. The Commonwealth will secure the performance by the authority of its obligations arising pursuant to this agreement.

Perform-
ance by
Authority.

PART II.—CONSTRUCTION OF THE BLOWERING STORAGE
AND GENERATING STATION WORKS

5.—(1.) The Blowering storage works shall be the works required to regulate the Tumut River and the waters diverted thereto from the Eucumbene, Tooma and Murrumbidgee River catchments in accordance with clause 6 of the Snowy Mountains Agreement.

Descrip-
tion of
Works.

(2.) The Blowering storage works shall provide a storage of an approximate capacity of 1,300,000 acre-feet of water and shall be constructed at Blowering about 11 miles upstream from the town of Tumut.

(3.) The Blowering storage works shall consist of and include—

- (a) a dam across the Tumut River of a height sufficient to store about 1,300,000 acre-feet of water, together with incidental works associated therewith ;
- (b) a spillway and outlet works, together with incidental works associated therewith ;
- (c) re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including transmission lines and telephone lines ;

(d)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

- 5 (d) silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of this agreement ;
- 10 (e) the acquisition of the land required for the construction of the dam, spillway, outlet works, and incidental works, and for ultimate inundation, and for the re-location of existing roads, together with structures incidental thereto, and services, including transmission lines and telephone lines, and for the silt dams and weirs and for works necessary for the protection of the foreshores.
- 15 (4.) The generating station and any other works associated with the generating station (in this agreement collectively called "the generating station") to be installed in association with the Blowering storage works will be of a capacity to be determined by the Authority.
- 20 6. The Authority will, under the authority and power conferred by the legislation of the State as aforesaid, design that part of the Blowering storage works referred to in paragraphs (a) and (b) of sub-clause (3.) of clause 5 of this agreement (which part is in this agreement collectively referred to as "the dam"). **Design of storage works.**
- 25 7.—(1.) The Authority will, as agent for the State, and under the authority and power conferred by the legislation of the State previously referred to, construct or cause to be constructed the dam. **Construction of dam.**
- 30 (2.) The whole or any part of the construction of the dam may be carried out under a contract or contracts with a contractor or contractors in accordance with the Authority's established procedures, under which contract or contracts the Authority will be expressed to contract as agent for the State, and the Authority will administer and supervise those contracts and make all payments in respect of them on behalf of the State.
- 35 (3.) The Authority will ensure that the works are constructed efficiently and in accordance with sound engineering and financial practices, but those works and all acts and operations in carrying out those works shall be at the sole cost and risk of the State.
- 40 (4.) Each contract entered into by the Authority under this clause shall be drawn so as to enable the State to proceed directly against the contractor in respect of any breach of the contract or any defective work or negligence on the part of the contractor or his sub-contractors or employees.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

8.—(1.) In the event of any difference of opinion between the Authority and the nominated Department as to any major matter of design or construction of the dam the State shall have the final decision.

State to have final decision in major matters.

5 (2.) The State shall have the final decision on the acceptance of tenders for the dam.

9.—(1.) The State will carry out the works referred to in paragraphs (c), (d) and (e) of sub-clause (3.) of clause 5 of this agreement.

Work to be carried out by the State.

10 (2.) The State shall ensure that the works to be carried out by it are carried out efficiently and in conformity with sound engineering and financial practices.

15 10. The State will acquire an estate in fee simple in all lands other than Crown lands required for the Blowering storage works, the land to be inundated, and the generating station, and will grant the Authority free use of such portion of those lands as the Authority considers necessary for the purposes of this agreement.

State to acquire land.

20 11. The State and the Authority will discharge their respective obligations and responsibilities under this agreement in such a manner as to permit the design and construction of the Blowering storage works to proceed in accordance with a programme agreed between them so that those works will be in service within six years from the date of this agreement, unless otherwise agreed between the parties to this agreement.

Programme of work.

25 12.—(1.) The State will supply to the Authority all design and construction data in relation to the construction of the dam available to the State at the date of this agreement.

Consultation.

30 (2.) The Authority will from time to time consult with the State Department nominated for the purpose by the State (in this agreement called "the nominated Department") on major matters of design and construction of the dam, and will keep that Department informed on technical aspects of design and construction including test results and provide "works as executed" drawings.

35 (3.) The Authority will ensure that officers of the nominated Department are afforded opportunities to observe the various phases of construction of the dam.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

13. The State will, for the duration of the construction of the dam and the generating station, if requested by the Authority so to do, make available to the Authority and its employees, and to the Authority's contractors and their employees, as determined by the Authority, all existing accommodation and other facilities owned by the State at or in the vicinity of the Blowering storage, except so far as they are required by the State for other works.

State to make available existing facilities at Blowering.

14.—(1.) The State will pay to the Authority all expenditure incurred by the Authority in designing, and constructing or causing to be constructed, the dam.

Payment of expenditure by State.

(2.) This expenditure will include a due allowance for the salaries and wages of the Authority and its employees, and for general and overhead charges computed in accordance with the present practices and procedures of the Authority, and will include all payments to contractors engaged by the Authority in connexion with the construction of the dam and any amounts paid by the Authority as compensation or damages in respect of or arising from the construction of the dam.

15.—(1.) The Authority will keep separate accounts of its expenditure in connexion with the design and construction of the dam, applying for that purpose its present practices and procedures for the allocation of general and overhead charges.

Separate accounts to be kept by Authority.

(2.) The accounts so kept will once at least in each year be subject to audit by the Auditor-General of the Commonwealth, who shall certify the amount of the expenditure incurred by the Authority in respect of each financial year in connexion with the design and construction of the dam, and payable by the State in accordance with clause 14 of this agreement.

(3.) A report on the audits carried out under the last preceding sub-clause and on the certificates referred to in that sub-clause in respect of each financial year shall be furnished by the Auditor-General of the Commonwealth to the State as soon as possible after the completion of the financial year.

16.—(1.) The State will maintain a cash advance to the Authority on the imprest system of an amount sufficient to meet the expenditure incurred by the Authority from time to time in respect of the construction and design of the dam.

Working advance by State.

(2.) The expenditure so incurred by the Authority shall be reimbursed to the Authority by the State monthly.

(3.) The unexpended balance, if any, of the amount of the cash advance at the date of the handing over of the dam to the State shall be refunded by the Authority to the State.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

17. The State will assume all liability and responsibility for the Blowering storage works and for their maintenance and operation. State to assume all liability for works.

PART III.—USE OF BLOWERING WATER FOR IRRIGATION.

18. The State undertakes that—

State to make full use for irrigation of water stored.

5 (a) within six months after the date of completion of the Blowering storage works, it will make available for application a minimum of 70 large irrigation farms within the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley, if sufficient water is then
10 stored in those storage works to ensure that the farms can be developed with safety;

15 (b) it will, after the date of completion of the Blowering storage works, make available within the Coleambally Irrigation Area such number of horticultural farms as may, having regard to the demand for this type of farm, be found practicable and desirable; and

20 (c) subject to paragraphs (a) and (b) of this clause, it will, within ten years from the date of completion of the Blowering storage works, unless otherwise agreed between the parties to this agreement, by progressively making available further large area farms in the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley or by other means, have fully utilised all the additional water to be provided by the construction of those works.

25 PART IV.—FINANCIAL ASSISTANCE.

19.—(1.) Subject to compliance by the State with the provisions of this agreement, other than clause 18 thereof, the Commonwealth will in accordance with and subject to the provisions of this agreement provide financial assistance to the State towards meeting the
30 cost incurred by the State after the date of this agreement of the design, construction and carrying out of the Blowering storage works (which cost is in this agreement referred to as “the cost incurred by the State”).

35 (2.) The cost incurred by the State shall be deemed to include the amounts paid by the State to the Authority in accordance with clause 14 of this agreement.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

20.—(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 amounts equal to one-half of the cost incurred by the State. ^{Payments by Commonwealth.}

5 (2.) The Commonwealth may, at the request of the State and at such times as the Treasurer of the Commonwealth thinks fit, make advances of such amounts as the Treasurer thinks fit to the State on account of amounts that may become payable to the State under the last preceding sub-clause.

10 (3.) An amount advanced by the Commonwealth under the last preceding sub-clause may be deducted by the Commonwealth from amounts to be paid subsequently under sub-clause (1.) of this clause, or, if there are no further amounts to be paid under the last-mentioned sub-clause, shall be refunded by the State to the Commonwealth at the request of the Treasurer of the Commonwealth.

20 (4.) 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.) or sub-clause (2.) 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.

25 21. The State will not use or apply any payment made to it by the Commonwealth under this agreement except for the purpose of meeting or reimbursing the cost incurred by the State. ^{Use of advances.}

22.—(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.}

30 (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.

35 (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.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

23.—(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. Repayments
by the
State.

(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 22 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.

24.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the cost incurred by the State shall be subject to audit by the Auditor-General of the State. Audit.

(2.) Until such time as the Blowering storage works are completed, all amounts to be paid by the Commonwealth under this agreement are paid, and supporting evidence to the satisfaction of the Treasurer of the Commonwealth in relation to the amounts paid is furnished by the State, a report on the audits and on the financial statements 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 inter alia—

(a) whether the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and

(b) whether the expenditure of moneys is in accordance with the agreement,

and including reference to such other matters arising out of the audits and financial statements as the Auditor-General of the State considers should be reported to the Treasurer of the Commonwealth.

PART

Blowering Dam (Snowy Mountains Hydro-electric Authority).

PART V.—MISCELLANEOUS.

25. The contribution to be made by the Authority to the cost of the Blowering storage works as provided for in clause 6 of the Snowy Mountains Agreement will comprise the additional cost, if any, as agreed between the Authority and the nominated Department, incurred in the construction of such additional works, or such enlargement of works, in connexion with the Blowering storage works as may be required by the Authority in connexion with the installation of the generating station.

10 26.—(1.) Either party to this agreement may determine this agreement, before any tenders exceeding in the aggregate Two million pounds for any of the works referred to in paragraphs (a) and (b) of sub-clause (3.) of clause 5 of this agreement are accepted, by notice in writing to the other party if the first-mentioned party
15 is of opinion that the cost of the design and construction of the Blowering storage works will so substantially exceed the estimated cost as to be beyond its practicable financial capacity at that time.

Determina-
tion of
Agreement.

(2.) The estimated cost for purposes of this clause shall be the estimated cost as agreed between the Authority and the nominated
20 Department as soon as practicable after the date of this agreement.

(3.) When a notice of determination has been given under sub-clause (1.) of this clause, all future obligations of the parties under the agreement shall thereupon cease to be binding but without prejudice to—

- 25 (a) the obligations of the State to repay to the Commonwealth moneys paid to it by the Commonwealth under this agreement, together with interest thereon as provided in this agreement ;
- 30 (b) the obligation of the State to pay to the Authority any amount payable or which if it were not for the determination of the agreement would otherwise become payable under clause 14 of this agreement ;
- 35 (c) the rights and obligations of the State, the Authority or a contractor under or in respect of any contract previously entered into by the Authority on behalf of the State under this agreement ; or
- (d) the rights and obligations of the State under sub-clause (3.) of clause 7 or under clause 17 of this agreement.

27. The State will from time to time at the request of the Com-
40 monwealth or the Authority furnish to the Commonwealth or the Authority, as the case may be, and the Authority will from time to time at the request of the State furnish to the State, such documents and information as may reasonably be required for the purpose of or in relation to this agreement.

Supply of
information.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

28. Any notice, request or other communication to be given or Notices.
 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
 5 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 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
 10 of the State or any person thereunto authorized in writing by the
 Treasurer of the State.

IN WITNESS WHEREOF this agreement has been signed on behalf of the parties thereto the day and year first above-written.

15 SIGNED for and on behalf of the
 Commonwealth of Australia by
 the Right Honourable Sir
 Robert Gordon Menzies, the
 Prime Minister of the Com-
 monwealth, in the presence of—

20 W. SPOONER.
 Minister of State for National
 Development.

ROBERT MENZIES.

25 SIGNED for and on behalf of the
 State of New South Wales by
 the Honourable John Brophy
 Renshaw, the Acting Premier of
 the State, in the presence of—

G. M. GRAY.

J. B. RENSHAW.

BY AUTHORITY:

THE EFFECT OF TEMPERATURE ON THE RATE OF GROWTH OF *ESCHERICHIA COLI*

The rate of growth of *Escherichia coli* was measured at various temperatures. The results show that the rate of growth increases with temperature up to a certain point, after which it decreases. The optimal temperature for growth is approximately 37°C. The rate of growth is significantly lower at 10°C and 50°C compared to the optimal temperature.

The data indicate that the growth rate is highly sensitive to temperature changes, particularly in the range of 20°C to 40°C.



Fig. 1. The effect of temperature on the rate of growth of *Escherichia coli*. The curve shows a bell-shaped relationship, peaking at approximately 37°C.

No. , 1963.

A BILL

To ratify and approve of an Agreement entered into between the Commonwealth of Australia of the one part and the State of New South Wales of the other part with respect to the construction by the Snowy Mountains Hydro-electric Authority as agent for the said State of a dam across the Tumut River at Blowering and part of the works incidental thereto, the construction of other works incidental thereto, and the provision of financial assistance by the Commonwealth to the State subject to certain terms and conditions; to provide for the carrying into effect of that Agreement; to validate certain matters; to amend the Blowering Dam Act, 1951, in certain respects; and for purposes connected therewith.

[MR. HAWKINS;—14 *November*, 1963.]

Blowering Dam (Snowy Mountains Hydro-electric Authority).

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 "Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963". Short title, construction and citation.

(2) This Act shall be read and construed with the Blowering Dam Act, 1951, which in this Act is referred to as the Principal Act.

(3) The Principal Act, as amended by this Act, may be cited as the Blowering Dam Act, 1951-1963.

2. In this Act, unless the context or subject matter otherwise indicates or requires— Interpretation.

15 "Agreement" means the Agreement, a copy of which is set out in the Schedule to this Act.

"Authority" means the Snowy Mountains Hydro-electric Authority referred to in the Agreement.

20 "Commission" means the Water Conservation and Irrigation Commission.

"Nominated Department" means the nominated Department referred to in the Agreement.

3. (1) The Agreement is hereby approved, ratified and confirmed and the Authority is hereby authorised and empowered to carry out the Agreement. Ratification.

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

(3)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(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 of the State, the Authority, the nominated Department, the Auditor-General or any other person specified therein are hereby sanctioned, authorised and confirmed.

4. Any act, matter or thing made, done, performed or Validation.
 10 executed by or on behalf of the State, the Minister for Conservation, the Commission, the Authority, the nominated Department, the Auditor-General or any other person specified in the Agreement, or by any officer, employee, servant or agent of any of them, which would have been
 15 lawful if this Act had been in force at the time such act, matter or thing was made, done, performed or executed is hereby validated.

5. The Principal Act is amended—

- | | | |
|----|---|--------------------------------------|
| | | Amendment
of Act No.
24, 1951. |
| | (a) by omitting section three; | Sec. 3.
(The plan.) |
| 20 | (b) by omitting from section four the words "eleven million pounds" and by inserting in lieu thereof the words "twenty-three million pounds"; | Sec. 4.
(Estimated cost.) |
| | (c) by omitting the Schedule and by inserting in lieu thereof the following Schedule :— | Subst.
Schedule. |

25

SCHEDULE.

Sec. 2.

(1) (a) A dam across the Tumut River at Blowering about 11 miles upstream from the town of Tumut of a height sufficient to store about 1,300,000 acre feet of water, together with
 30 incidental works associated therewith.

(b) A spillway and outlet works, together with incidental works associated therewith.

(c)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

- (c) Re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including telephone lines and transmission lines.
- 5 (d) Silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of the Schedule to the Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963.
- 10
- 15 (e) Establishment of borrow areas for soil and gravel and quarries for rock and aggregates.
- (f) Construction of access and works roads together with structures incidental thereto.
- 20 (2) The whole of the work described in this Schedule to be subject to such modifications as may be deemed desirable by the Constructing Authority.

SCHEDULE.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

SCHEDULE.

Secs. 2, 3.

AN AGREEMENT made this thirteenth day of August 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 the agreement (in this agreement called "the Snowy Mountains Agreement") made on the eighteenth day of September One thousand nine hundred and fifty-seven between the Commonwealth, the State and the State of Victoria and scheduled to the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth contained a provision, namely clause 6, reading as follows:—

"6.—(1) The State of New South Wales shall for the purpose of regulating waters of the Tumut River and the waters diverted thereto from the Eucumbene, Tooma or Murrumbidgee River catchments—

(a) as soon as is practicable construct, or cause to be constructed, storage works on the Tumut River at Blowering or at such other site on that river, and of such capacity, as that State determines;

(b) at all times maintain and keep those works in good order and condition.

(2) The Authority shall have the right to install at this storage a generating station of such capacity as it may determine.

(3) If requested by the Authority before the State commences the construction of the said storage works so to do, the State shall, in the construction of works under this clause, make provision for the installation by the Authority of a generating station pursuant to the last preceding sub-clause.

(4) The Authority shall contribute such proportion of the cost of the works to be constructed under this clause as is agreed upon, after the site and capacity of the storage works and the capacity of the generating station referred to in this clause have been determined, by the Commonwealth and the State of New South Wales."

AND WHEREAS the Snowy Mountains Hydro-electric Authority (in this agreement called "the Authority") being the corporation referred to under that name in the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth, the *Snowy Mountains Hydro-electric Agreements Act, 1958* of the State, and the *Snowy Mountains*

Blowering Dam (Snowy Mountains Hydro-electric Authority).

Mountains Hydro-electric Agreements Act 1958 of the State of Victoria may, under sub-section (2) of section 16 of the *Snowy Mountains Hydro-electric Power Act* 1949-1958 of the Commonwealth, have, perform or exercise a capacity, function, power, authority or duty conferred or imposed upon it by an Act of the Parliament of the State of New South Wales or the State of Victoria:

AND WHEREAS the State desires to arrange for the construction of the said storage works on the Tumut River at Blowering (which storage works are in this agreement called "the Blowering storage works") at a site and of a capacity determined by the State and referred to in this agreement:

AND WHEREAS the Authority proposes to request the State to make provision for the installation by the Authority of a generating station of a capacity to be determined by the Authority, which the State is required to do under the said clause 6 of the Snowy Mountains Agreement:

AND WHEREAS the State has requested the Authority to undertake the design and construction of part of the Blowering storage works at the cost of the State, to which the Commonwealth is agreeable:

AND WHEREAS the State has sought financial assistance from the Commonwealth towards the cost of designing and constructing the Blowering storage works:

AND WHEREAS the Government of the Commonwealth has agreed to submit to its Parliament legislation providing under section 96 of the Constitution of the Commonwealth 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:

AND WHEREAS this agreement is conditional on the State passing legislation to authorize and empower the Authority to carry out this agreement:

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

PART I.—GENERAL.

1. The Government of the Commonwealth will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement and providing under section 96 of the Constitution of the Commonwealth 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.

2.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

2. The Government of the State will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement, authorizing and empowering the Authority to carry out this agreement, and repealing or amending section 4 of the *Blowering Dam Act*, 1951 of the State so as to enable this agreement to be carried out.

Approval
of agree-
ment by
State.

3. Except as hereinbefore provided, this agreement shall have no force or effect and shall not be binding on the parties until it is approved by the Parliaments of the Commonwealth and of the State and until the legislation referred to in clauses 1 and 2 of the agreement has been passed and it shall commence and come into full force and effect when it is approved by the Parliaments of the Commonwealth and of the State and the legislation referred to in clauses 1 and 2 of the agreement is passed.

Commence-
ment of
agreement.

4. The Commonwealth will secure the performance by the authority of its obligations arising pursuant to this agreement.

Perform-
ance by
Authority.

PART II.—CONSTRUCTION OF THE BLOWERING STORAGE
AND GENERATING STATION WORKS

5.—(1.) The Blowering storage works shall be the works required to regulate the Tumut River and the waters diverted thereto from the Eucumbene, Tooma and Murrumbidgee River catchments in accordance with clause 6 of the Snowy Mountains Agreement.

Descrip-
tion of
Works.

(2.) The Blowering storage works shall provide a storage of an approximate capacity of 1,300,000 acre-feet of water and shall be constructed at Blowering about 11 miles upstream from the town of Tumut.

(3.) The Blowering storage works shall consist of and include—

- (a) a dam across the Tumut River of a height sufficient to store about 1,300,000 acre-feet of water, together with incidental works associated therewith;
- (b) a spillway and outlet works, together with incidental works associated therewith;
- (c) re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including transmission lines and telephone lines;

(d)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

- 5 (d) silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of this agreement ;
- 10 (e) the acquisition of the land required for the construction of the dam, spillway, outlet works, and incidental works, and for ultimate inundation, and for the re-location of existing roads, together with structures incidental thereto, and services, including transmission lines and telephone lines, and for the silt dams and weirs and for works necessary for the protection of the foreshores.
- 15 (4.) The generating station and any other works associated with the generating station (in this agreement collectively called "the generating station") to be installed in association with the Blowering storage works will be of a capacity to be determined by the Authority.
- 20 6. The Authority will, under the authority and power conferred by the legislation of the State as aforesaid, design that part of the Blowering storage works referred to in paragraphs (a) and (b) of sub-clause (3.) of clause 5 of this agreement (which part is in this agreement collectively referred to as "the dam"). ^{Design of storage works.}
- 25 7.—(1.) The Authority will, as agent for the State, and under the authority and power conferred by the legislation of the State previously referred to, construct or cause to be constructed the dam. ^{Construction of dam.}
- 30 (2.) The whole or any part of the construction of the dam may be carried out under a contract or contracts with a contractor or contractors in accordance with the Authority's established procedures, under which contract or contracts the Authority will be expressed to contract as agent for the State, and the Authority will administer and supervise those contracts and make all payments in respect of them on behalf of the State.
- 35 (3.) The Authority will ensure that the works are constructed efficiently and in accordance with sound engineering and financial practices, but those works and all acts and operations in carrying out those works shall be at the sole cost and risk of the State.
- 40 (4.) Each contract entered into by the Authority under this clause shall be drawn so as to enable the State to proceed directly against the contractor in respect of any breach of the contract or any defective work or negligence on the part of the contractor or his sub-contractors or employees.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

- 8.—(1.) In the event of any difference of opinion between the Authority and the nominated Department as to any major matter of design or construction of the dam the State shall have the final decision. State to have final decision in major matters.
- 5 (2.) The State shall have the final decision on the acceptance of tenders for the dam.
- 9.—(1.) The State will carry out the works referred to in paragraphs (c), (d) and (e) of sub-clause (3.) of clause 5 of this agreement. Work to be carried out by the State.
- 10 (2.) The State shall ensure that the works to be carried out by it are carried out efficiently and in conformity with sound engineering and financial practices.
- 15 10. The State will acquire an estate in fee simple in all lands other than Crown lands required for the Blowering storage works, the land to be inundated, and the generating station, and will grant the Authority free use of such portion of those lands as the Authority considers necessary for the purposes of this agreement. State to acquire land.
- 20 11. The State and the Authority will discharge their respective obligations and responsibilities under this agreement in such a manner as to permit the design and construction of the Blowering storage works to proceed in accordance with a programme agreed between them so that those works will be in service within six years from the date of this agreement, unless otherwise agreed between the parties to this agreement. Programme of work.
- 25 12.—(1.) The State will supply to the Authority all design and construction data in relation to the construction of the dam available to the State at the date of this agreement. Consultation.
- 30 (2.) The Authority will from time to time consult with the State Department nominated for the purpose by the State (in this agreement called "the nominated Department") on major matters of design and construction of the dam, and will keep that Department informed on technical aspects of design and construction including test results and provide "works as executed" drawings.
- 35 (3.) The Authority will ensure that officers of the nominated Department are afforded opportunities to observe the various phases of construction of the dam.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

13. The State will, for the duration of the construction of the dam and the generating station, if requested by the Authority so to do, make available to the Authority and its employees, and to the Authority's contractors and their employees, as determined by the Authority, all existing accommodation and other facilities owned by the State at or in the vicinity of the Blowering storage, except so far as they are required by the State for other works.

State to make available existing facilities at Blowering.

14.—(1.) The State will pay to the Authority all expenditure incurred by the Authority in designing, and constructing or causing to be constructed, the dam.

Payment of expenditure by State.

(2.) This expenditure will include a due allowance for the salaries and wages of the Authority and its employees, and for general and overhead charges computed in accordance with the present practices and procedures of the Authority, and will include all payments to contractors engaged by the Authority in connexion with the construction of the dam and any amounts paid by the Authority as compensation or damages in respect of or arising from the construction of the dam.

15.—(1.) The Authority will keep separate accounts of its expenditure in connexion with the design and construction of the dam, applying for that purpose its present practices and procedures for the allocation of general and overhead charges.

Separate accounts to be kept by Authority.

(2.) The accounts so kept will once at least in each year be subject to audit by the Auditor-General of the Commonwealth, who shall certify the amount of the expenditure incurred by the Authority in respect of each financial year in connexion with the design and construction of the dam, and payable by the State in accordance with clause 14 of this agreement.

(3.) A report on the audits carried out under the last preceding sub-clause and on the certificates referred to in that sub-clause in respect of each financial year shall be furnished by the Auditor-General of the Commonwealth to the State as soon as possible after the completion of the financial year.

16.—(1.) The State will maintain a cash advance to the Authority on the imprest system of an amount sufficient to meet the expenditure incurred by the Authority from time to time in respect of the construction and design of the dam.

Working advance by State.

(2.) The expenditure so incurred by the Authority shall be reimbursed to the Authority by the State monthly.

40 (3.) The unexpended balance, if any, of the amount of the cash advance at the date of the handing over of the dam to the State shall be refunded by the Authority to the State.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

17. The State will assume all liability and responsibility for the Blowering storage works and for their maintenance and operation. State to assume all liability for works.

PART III.—USE OF BLOWERING WATER FOR IRRIGATION.

18. The State undertakes that—

State to make full use for irrigation of water stored.

5 (a) within six months after the date of completion of the Blowering storage works, it will make available for application a minimum of 70 large irrigation farms within the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley, if sufficient water is then
10 stored in those storage works to ensure that the farms can be developed with safety;

(b) it will, after the date of completion of the Blowering storage works, make available within the Coleambally Irrigation Area such number of horticultural farms as may,
15 having regard to the demand for this type of farm, be found practicable and desirable; and

(c) subject to paragraphs (a) and (b) of this clause, it will, within ten years from the date of completion of the Blowering storage works, unless otherwise agreed between the
20 parties to this agreement, by progressively making available further large area farms in the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley or by other means, have fully utilised all the additional water to be provided by the construction of those works.

25 PART IV.—FINANCIAL ASSISTANCE.

19.—(1.) Subject to compliance by the State with the provisions of this agreement, other than clause 18 thereof, the Commonwealth will in accordance with and subject to the provisions of this agreement provide financial assistance to the State towards meeting
30 the cost incurred by the State after the date of this agreement of the design, construction and carrying out of the Blowering storage works (which cost is in this agreement referred to as "the cost incurred by the State").

Financial Assistance.

(2.) The cost incurred by the State shall be deemed to
35 include the amounts paid by the State to the Authority in accordance with clause 14 of this agreement.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

20.—(1.) The Commonwealth will, at the request of the State from Payments
time to time, and subject to the provisions of this agreement, make by Common-
payments to the State in pursuance of the last preceding clause of wealth.
amounts equal to one-half of the cost incurred by the State.

5 (2.) The Commonwealth may, at the request of the State and
at such times as the Treasurer of the Commonwealth thinks fit, make
advances of such amounts as the Treasurer thinks fit to the State on
account of amounts that may become payable to the State under the
last preceding sub-clause.

10 (3.) An amount advanced by the Commonwealth under the
last preceding sub-clause may be deducted by the Commonwealth
from amounts to be paid subsequently under sub-clause (1.) of this
clause, or, if there are no further amounts to be paid under the
last-mentioned sub-clause, shall be refunded by the State to the
15 Commonwealth at the request of the Treasurer of the Commonwealth.

(4.) The State will furnish to the Treasurer of the Com-
monwealth 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.) or sub-clause (2.) of this clause as the
20 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.

21. The State will not use or apply any payment made to it Use of
by the Commonwealth under this agreement except for the purpose advances.
25 of meeting or reimbursing the cost incurred by the State.

22.—(1.) The State will pay to the Commonwealth interest on so Interest.
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.

30 (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.

(3.) The rate at which interest is payable by the State under
35 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.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

23.—(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 22 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.

24.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the cost incurred by the State shall be subject to audit by the Auditor-General of the State.

(2.) Until such time as the Blowering storage works are completed, all amounts to be paid by the Commonwealth under this agreement are paid, and supporting evidence to the satisfaction of the Treasurer of the Commonwealth in relation to the amounts paid is furnished by the State, a report on the audits and on the financial statements 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 inter alia—

(a) whether the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and

(b) whether the expenditure of moneys is in accordance with the agreement,

and including reference to such other matters arising out of the audits and financial statements as the Auditor-General of the State considers should be reported to the Treasurer of the Commonwealth.

PART

Blowering Dam (Snowy Mountains Hydro-electric Authority).

PART V.—MISCELLANEOUS.

25. The contribution to be made by the Authority to the cost of Authority's the Blowering storage works as provided for in clause 6 of the contribution to cost of Snowy Mountains Agreement will comprise the additional cost, if Blowering any, as agreed between the Authority and the nominated Department, storage incurred in the construction of such additional works, or such enlarge- works. ment of works, in connexion with the Blowering storage works as may be required by the Authority in connexion with the installation of the generating station.

10 26.—(1.) Either party to this agreement may determine this Determina- agreement, before any tenders exceeding in the aggregate Two million tion of pounds for any of the works referred to in paragraphs (a) and Agreement. (b) of sub-clause (3.) of clause 5 of this agreement are accepted, by notice in writing to the other party if the first-mentioned party 15 is of opinion that the cost of the design and construction of the Blowering storage works will so substantially exceed the estimated cost as to be beyond its practicable financial capacity at that time.

(2.) The estimated cost for purposes of this clause shall be the estimated cost as agreed between the Authority and the nominated 20 Department as soon as practicable after the date of this agreement.

(3.) When a notice of determination has been given under sub-clause (1.) of this clause, all future obligations of the parties under the agreement shall thereupon cease to be binding but without prejudice to—

- 25 (a) the obligations of the State to repay to the Commonwealth moneys paid to it by the Commonwealth under this agree- ment, together with interest thereon as provided in this agreement ;
- 30 (b) the obligation of the State to pay to the Authority any amount payable or which if it were not for the determina- tion of the agreement would otherwise become payable under clause 14 of this agreement ;
- 35 (c) the rights and obligations of the State, the Authority or a contractor under or in respect of any contract previously entered into by the Authority on behalf of the State under this agreement ; or
- (d) the rights and obligations of the State under sub-clause (3.) of clause 7 or under clause 17 of this agreement.

27. The State will from time to time at the request of the Com- Supply of monwealth or the Authority furnish to the Commonwealth or the information. Authority, as the case may be, and the Authority will from time to time at the request of the State furnish to the State, such docu- ments and information as may reasonably be required for the purpose of or in relation to this agreement.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

28. 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 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 this agreement has been signed on behalf of the parties thereto the day and year first above-written.

15 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—
20 W. SPOONER.
Minister of State for National Development.

ROBERT MENZIES.

25 SIGNED for and on behalf of the State of New South Wales by the Honourable John Brophy Renshaw, the Acting Premier of the State, in the presence of—
G. M. GRAY.

J. B. RENSHAW.

1. The first part of the report is devoted to a general

description of the project and the objectives of the

work. It is followed by a detailed account of the

methods used in the investigation and the results

obtained. The final part of the report is devoted to

conclusions and suggestions for further work.

The work was carried out under the supervision of

the Director of the Institute of Physics, University

of Cambridge, and the results are published in the

Journal of the Royal Society, London, Series B, 267,

1961, pp. 1-10.

The work was supported by the Science Research

Council, London, and the results are published in the

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Council, London, and the results are published in the

Journal of the Royal Society, London, Series B, 267,

1961, pp. 1-10.

No. , 1963.

A BILL

To ratify and approve of an Agreement entered into between the Commonwealth of Australia of the one part and the State of New South Wales of the other part with respect to the construction by the Snowy Mountains Hydro-electric Authority as agent for the said State of a dam across the Tumut River at Blowering and part of the works incidental thereto, the construction of other works incidental thereto, and the provision of financial assistance by the Commonwealth to the State subject to certain terms and conditions; to provide for the carrying into effect of that Agreement; to validate certain matters; to amend the Blowering Dam Act, 1951, in certain respects; and for purposes connected therewith.

[MR. HAWKINS;—14 *November*, 1963.]

Blowering Dam (Snowy Mountains Hydro-electric Authority).

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 "Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963".

Short title, construction and citation.

(2) This Act shall be read and construed with the Blowering Dam Act, 1951, which in this Act is referred to as the Principal Act.

(3) The Principal Act, as amended by this Act, may be cited as the Blowering Dam Act, 1951-1963.

2. In this Act, unless the context or subject matter otherwise indicates or requires—

Interpretation.

15 "Agreement" means the Agreement, a copy of which is set out in the Schedule to this Act.

"Authority" means the Snowy Mountains Hydro-electric Authority referred to in the Agreement.

20 "Commission" means the Water Conservation and Irrigation Commission.

"Nominated Department" means the nominated Department referred to in the Agreement.

3. (1) The Agreement is hereby approved, ratified and confirmed and the Authority is hereby authorised and empowered to carry out the Agreement.

Ratification.

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

(3)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(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 5 permitted to be made, done, performed or executed by or on behalf of the State, the Authority, the nominated Department, the Auditor-General or any other person specified therein are hereby sanctioned, authorised and confirmed.

4. Any act, matter or thing made, done, performed or Validation.
10 executed by or on behalf of the State, the Minister for Conservation, the Commission, the Authority, the nominated Department, the Auditor-General or any other person specified in the Agreement, or by any officer, employee, servant or agent of any of them, which would have been
15 lawful if this Act had been in force at the time such act, matter or thing was made, done, performed or executed is hereby validated.

5. The Principal Act is amended—

- | | | |
|----|---|--------------------------------------|
| | | Amendment
of Act No.
24, 1951. |
| | (a) by omitting section three; | Sec. 3.
(The plan.) |
| 20 | (b) by omitting from section four the words "eleven million pounds" and by inserting in lieu thereof the words "twenty-three million pounds"; | Sec. 4.
(Estimated cost.) |
| | (c) by omitting the Schedule and by inserting in lieu thereof the following Schedule :— | Subst.
Schedule. |

25

SCHEDULE.

Sec. 2.

(1) (a) A dam across the Tumut River at Blowering about 11 miles upstream from the town of Tumut of a height sufficient to store about 1,300,000 acre feet of water, together with
30 incidental works associated therewith.

(b) A spillway and outlet works, together with incidental works associated therewith.

(c)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(c) Re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including telephone lines and transmission lines.

5 (d) Silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of the Schedule to the Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963.

15 (e) Establishment of borrow areas for soil and gravel and quarries for rock and aggregates.

(f) Construction of access and works roads together with structures incidental thereto.

20 (2) The whole of the work described in this Schedule to be subject to such modifications as may be deemed desirable by the Constructing Authority.

SCHEDULE.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

SCHEDULE.

Secs. 2, 3.

AN AGREEMENT made this thirteenth day of August 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 the agreement (in this agreement called "the Snowy Mountains Agreement") made on the eighteenth day of September One thousand nine hundred and fifty-seven between the Commonwealth, the State and the State of Victoria and scheduled to the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth contained a provision, namely clause 6, reading as follows:—

"6.—(1) The State of New South Wales shall for the purpose of regulating waters of the Tumut River and the waters diverted thereto from the Eucumbene, Tooma or Murrumbidgee River catchments—

(a) as soon as is practicable construct, or cause to be constructed, storage works on the Tumut River at Blowering or at such other site on that river, and of such capacity, as that State determines;

(b) at all times maintain and keep those works in good order and condition.

(2) The Authority shall have the right to install at this storage a generating station of such capacity as it may determine.

(3) If requested by the Authority before the State commences the construction of the said storage works so to do, the State shall, in the construction of works under this clause, make provision for the installation by the Authority of a generating station pursuant to the last preceding sub-clause.

(4) The Authority shall contribute such proportion of the cost of the works to be constructed under this clause as is agreed upon, after the site and capacity of the storage works and the capacity of the generating station referred to in this clause have been determined, by the Commonwealth and the State of New South Wales."

AND WHEREAS the Snowy Mountains Hydro-electric Authority (in this agreement called "the Authority") being the corporation referred to under that name in the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth, the *Snowy Mountains Hydro-electric Agreements Act, 1958* of the State, and the *Snowy Mountains*

Blowering Dam (Snowy Mountains Hydro-electric Authority).

Mountains Hydro-electric Agreements Act 1958 of the State of Victoria may, under sub-section (2) of section 16 of the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth, have, perform or exercise a capacity, function, power, authority or duty conferred or imposed upon it by an Act of the Parliament of the State of New South Wales or the State of Victoria:

AND WHEREAS the State desires to arrange for the construction of the said storage works on the Tumut River at Blowering (which storage works are in this agreement called "the Blowering storage works") at a site and of a capacity determined by the State and referred to in this agreement:

AND WHEREAS the Authority proposes to request the State to make provision for the installation by the Authority of a generating station of a capacity to be determined by the Authority, which the State is required to do under the said clause 6 of the *Snowy Mountains Agreement*:

AND WHEREAS the State has requested the Authority to undertake the design and construction of part of the Blowering storage works at the cost of the State, to which the Commonwealth is agreeable:

AND WHEREAS the State has sought financial assistance from the Commonwealth towards the cost of designing and constructing the Blowering storage works:

AND WHEREAS the Government of the Commonwealth has agreed to submit to its Parliament legislation providing under section 96 of the Constitution of the Commonwealth 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:

AND WHEREAS this agreement is conditional on the State passing legislation to authorize and empower the Authority to carry out this agreement:

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

PART I.—GENERAL.

1. The Government of the Commonwealth will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement and providing under section 96 of the Constitution of the Commonwealth 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.

2.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

2. The Government of the State will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement, authorizing and empowering the Authority to carry out this agreement, and repealing or amending section 4 of the *Blowering Dam Act*, 1951 of the State so as to enable this agreement to be carried out.

Approval
of agree-
ment by
State.

3. Except as hereinbefore provided, this agreement shall have no force or effect and shall not be binding on the parties until it is approved by the Parliaments of the Commonwealth and of the State and until the legislation referred to in clauses 1 and 2 of the agreement has been passed and it shall commence and come into full force and effect when it is approved by the Parliaments of the Commonwealth and of the State and the legislation referred to in clauses 1 and 2 of the agreement is passed.

Commence-
ment of
agreement.

4. The Commonwealth will secure the performance by the authority of its obligations arising pursuant to this agreement.

Perform-
ance by
Authority.

PART II.—CONSTRUCTION OF THE BLOWERING STORAGE
AND GENERATING STATION WORKS

5.—(1.) The Blowering storage works shall be the works required to regulate the Tumut River and the waters diverted thereto from the Eucumbene, Tooma and Murrumbidgee River catchments in accordance with clause 6 of the Snowy Mountains Agreement.

Descrip-
tion of
Works.

(2.) The Blowering storage works shall provide a storage of an approximate capacity of 1,300,000 acre-feet of water and shall be constructed at Blowering about 11 miles upstream from the town of Tumut.

(3.) The Blowering storage works shall consist of and include—

- (a) a dam across the Tumut River of a height sufficient to store about 1,300,000 acre-feet of water, together with incidental works associated therewith;
- (b) a spillway and outlet works, together with incidental works associated therewith;
- (c) re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including transmission lines and telephone lines;

(d)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

- 5 (d) silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of this agreement ;
- 10 (e) the acquisition of the land required for the construction of the dam, spillway, outlet works, and incidental works, and for ultimate inundation, and for the re-location of existing roads, together with structures incidental thereto, and services, including transmission lines and telephone lines, and for the silt dams and weirs and for works necessary for the protection of the foreshores.
- 15 (4.) The generating station and any other works associated with the generating station (in this agreement collectively called "the generating station") to be installed in association with the Blowering storage works will be of a capacity to be determined by the Authority.
- 20 6. The Authority will, under the authority and power conferred by the legislation of the State as aforesaid, design that part of the Blowering storage works referred to in paragraphs (a) and (b) of sub-clause (3.) of clause 5 of this agreement (which part is in this agreement collectively referred to as "the dam"). ^{Design of storage works.}
- 25 7.—(1.) The Authority will, as agent for the State, and under the authority and power conferred by the legislation of the State previously referred to, construct or cause to be constructed the dam. ^{Construction of dam.}
- 30 (2.) The whole or any part of the construction of the dam may be carried out under a contract or contracts with a contractor or contractors in accordance with the Authority's established procedures, under which contract or contracts the Authority will be expressed to contract as agent for the State, and the Authority will administer and supervise those contracts and make all payments in respect of them on behalf of the State.
- 35 (3.) The Authority will ensure that the works are constructed efficiently and in accordance with sound engineering and financial practices, but those works and all acts and operations in carrying out those works shall be at the sole cost and risk of the State.
- 40 (4.) Each contract entered into by the Authority under this clause shall be drawn so as to enable the State to proceed directly against the contractor in respect of any breach of the contract or any defective work or negligence on the part of the contractor or his sub-contractors or employees.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

- 8.—(1.) In the event of any difference of opinion between the Authority and the nominated Department as to any major matter of design or construction of the dam the State shall have the final decision. State to have final decision in major matters.
- 5 (2.) The State shall have the final decision on the acceptance of tenders for the dam.
- 9.—(1.) The State will carry out the works referred to in paragraphs (c), (d) and (e) of sub-clause (3.) of clause 5 of this agreement. Work to be carried out by the State.
- 10 (2.) The State shall ensure that the works to be carried out by it are carried out efficiently and in conformity with sound engineering and financial practices.
- 15 10. The State will acquire an estate in fee simple in all lands other than Crown lands required for the Blowering storage works, the land to be inundated, and the generating station, and will grant the Authority free use of such portion of those lands as the Authority considers necessary for the purposes of this agreement. State to acquire land.
- 20 11. The State and the Authority will discharge their respective obligations and responsibilities under this agreement in such a manner as to permit the design and construction of the Blowering storage works to proceed in accordance with a programme agreed between them so that those works will be in service within six years from the date of this agreement, unless otherwise agreed between the parties to this agreement. Programme of work.
- 25 12.—(1.) The State will supply to the Authority all design and construction data in relation to the construction of the dam available to the State at the date of this agreement. Consultation.
- 30 (2.) The Authority will from time to time consult with the State Department nominated for the purpose by the State (in this agreement called "the nominated Department") on major matters of design and construction of the dam, and will keep that Department informed on technical aspects of design and construction including test results and provide "works as executed" drawings.
- 35 (3.) The Authority will ensure that officers of the nominated Department are afforded opportunities to observe the various phases of construction of the dam.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

13. The State will, for the duration of the construction of the dam and the generating station, if requested by the Authority so to do, make available to the Authority and its employees, and to the Authority's contractors and their employees, as determined by the Authority, all existing accommodation and other facilities owned by the State at or in the vicinity of the Blowering storage, except so far as they are required by the State for other works.

State to make available existing facilities at Blowering.

14.—(1.) The State will pay to the Authority all expenditure incurred by the Authority in designing, and constructing or causing to be constructed, the dam.

Payment of expenditure by State.

(2.) This expenditure will include a due allowance for the salaries and wages of the Authority and its employees, and for general and overhead charges computed in accordance with the present practices and procedures of the Authority, and will include all payments to contractors engaged by the Authority in connexion with the construction of the dam and any amounts paid by the Authority as compensation or damages in respect of or arising from the construction of the dam.

15.—(1.) The Authority will keep separate accounts of its expenditure in connexion with the design and construction of the dam, applying for that purpose its present practices and procedures for the allocation of general and overhead charges.

Separate accounts to be kept by Authority.

(2.) The accounts so kept will once at least in each year be subject to audit by the Auditor-General of the Commonwealth, who shall certify the amount of the expenditure incurred by the Authority in respect of each financial year in connexion with the design and construction of the dam, and payable by the State in accordance with clause 14 of this agreement.

(3.) A report on the audits carried out under the last preceding sub-clause and on the certificates referred to in that sub-clause in respect of each financial year shall be furnished by the Auditor-General of the Commonwealth to the State as soon as possible after the completion of the financial year.

16.—(1.) The State will maintain a cash advance to the Authority on the imprest system of an amount sufficient to meet the expenditure incurred by the Authority from time to time in respect of the construction and design of the dam.

Working advance by State.

(2.) The expenditure so incurred by the Authority shall be reimbursed to the Authority by the State monthly.

(3.) The unexpended balance, if any, of the amount of the cash advance at the date of the handing over of the dam to the State shall be refunded by the Authority to the State.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

17. The State will assume all liability and responsibility for the Blowering storage works and for their maintenance and operation. State to assume all liability for works.

PART III.—USE OF BLOWERING WATER FOR IRRIGATION.

18. The State undertakes that—

- 5 (a) within six months after the date of completion of the Blowering storage works, it will make available for application a minimum of 70 large irrigation farms within the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley, if sufficient water is then stored in those storage works to ensure that the farms can be developed with safety; State to make full use for irrigation of water stored.
- 10
- 15 (b) it will, after the date of completion of the Blowering storage works, make available within the Coleambally Irrigation Area such number of horticultural farms as may, having regard to the demand for this type of farm, be found practicable and desirable; and
- 20 (c) subject to paragraphs (a) and (b) of this clause, it will, within ten years from the date of completion of the Blowering storage works, unless otherwise agreed between the parties to this agreement, by progressively making available further large area farms in the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley or by other means, have fully utilised all the additional water to be provided by the construction of those works.

25 PART IV.—FINANCIAL ASSISTANCE.

19.—(1.) Subject to compliance by the State with the provisions of this agreement, other than clause 18 thereof, the Commonwealth will in accordance with and subject to the provisions of this agreement provide financial assistance to the State towards meeting the cost incurred by the State after the date of this agreement of the design, construction and carrying out of the Blowering storage works (which cost is in this agreement referred to as "the cost incurred by the State"). Financial Assistance.

35 (2.) The cost incurred by the State shall be deemed to include the amounts paid by the State to the Authority in accordance with clause 14 of this agreement.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

20.—(1.) The Commonwealth will, at the request of the State from Payments time to time, and subject to the provisions of this agreement, make by Common- payments to the State in pursuance of the last preceding clause of wealth. amounts equal to one-half of the cost incurred by the State.

5 (2.) The Commonwealth may, at the request of the State and at such times as the Treasurer of the Commonwealth thinks fit, make advances of such amounts as the Treasurer thinks fit to the State on account of amounts that may become payable to the State under the last preceding sub-clause.

10 (3.) An amount advanced by the Commonwealth under the last preceding sub-clause may be deducted by the Commonwealth from amounts to be paid subsequently under sub-clause (1.) of this clause, or, if there are no further amounts to be paid under the last-mentioned sub-clause, shall be refunded by the State to the 15 Commonwealth at the request of the Treasurer of the Commonwealth.

(4.) 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.) or sub-clause (2.) of this clause as the 20 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.

21. The State will not use or apply any payment made to it Use of by the Commonwealth under this agreement except for the purpose advances. 25 of meeting or reimbursing the cost incurred by the State.

22.—(1.) The State will pay to the Commonwealth interest on so Interest. 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.

30 (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.

(3.) The rate at which interest is payable by the State under 35 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.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

23.—(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 22 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.

24.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the cost incurred by the State shall be subject to audit by the Auditor-General of the State.

(2.) Until such time as the Blowering storage works are completed, all amounts to be paid by the Commonwealth under this agreement are paid, and supporting evidence to the satisfaction of the Treasurer of the Commonwealth in relation to the amounts paid is furnished by the State, a report on the audits and on the financial statements 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 inter alia—

(a) whether the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and

(b) whether the expenditure of moneys is in accordance with the agreement,

and including reference to such other matters arising out of the audits and financial statements as the Auditor-General of the State considers should be reported to the Treasurer of the Commonwealth.

PART

Blowering Dam (Snowy Mountains Hydro-electric Authority).

PART V.—MISCELLANEOUS.

25. The contribution to be made by the Authority to the cost of Authority's the Blowering storage works as provided for in clause 6 of the contribution Snowy Mountains Agreement will comprise the additional cost, if to cost of any, as agreed between the Authority and the nominated Department, Blowering incurred in the construction of such additional works, or such enlarge- storage ment of works, in connexion with the Blowering storage works as may be required by the Authority in connexion with the installation of the generating station.

10 26.—(1.) Either party to this agreement may determine this Determina- agreement, before any tenders exceeding in the aggregate Two million tion of pounds for any of the works referred to in paragraphs (a) and Agreement. (b) of sub-clause (3.) of clause 5 of this agreement are accepted, by notice in writing to the other party if the first-mentioned party 15 is of opinion that the cost of the design and construction of the Blowering storage works will so substantially exceed the estimated cost as to be beyond its practicable financial capacity at that time.

(2.) The estimated cost for purposes of this clause shall be the estimated cost as agreed between the Authority and the nominated 20 Department as soon as practicable after the date of this agreement.

(3.) When a notice of determination has been given under sub-clause (1.) of this clause, all future obligations of the parties under the agreement shall thereupon cease to be binding but without prejudice to—

- 25 (a) the obligations of the State to repay to the Commonwealth moneys paid to it by the Commonwealth under this agree- ment, together with interest thereon as provided in this agreement ;
- 30 (b) the obligation of the State to pay to the Authority any amount payable or which if it were not for the determina- tion of the agreement would otherwise become payable under clause 14 of this agreement ;
- 35 (c) the rights and obligations of the State, the Authority or a contractor under or in respect of any contract previously entered into by the Authority on behalf of the State under this agreement ; or
- (d) the rights and obligations of the State under sub-clause (3.) of clause 7 or under clause 17 of this agreement.

27. The State will from time to time at the request of the Com- Supply of monwealth or the Authority furnish to the Commonwealth or the information. Authority, as the case may be, and the Authority will from time to time at the request of the State furnish to the State, such docu- ments and information as may reasonably be required for the purpose of or in relation to this agreement.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

28. 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 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 this agreement has been signed on behalf of the parties thereto the day and year first above-written.

15 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—

20 W. SPOONER.
Minister of State for National Development.

ROBERT MENZIES.

25 SIGNED for and on behalf of the State of New South Wales by the Honourable John Brophy Renshaw, the Acting Premier of the State, in the presence of—

G. M. GRAY.

J. B. RENSHAW.

The first part of the report deals with the general
 conditions of the country and the progress of the
 various departments. It is followed by a detailed
 account of the work done during the year, and
 a summary of the results. The report is
 divided into several sections, each dealing
 with a different aspect of the work.

The second part of the report deals with the
 financial statement for the year. It shows
 the income and expenditure of the various
 departments, and the balance carried over
 to the next year.

The third part of the report deals with the
 personnel of the various departments. It
 gives a list of the names of the persons
 employed, and their positions.

The fourth part of the report deals with the
 progress of the various departments. It
 gives a list of the work done during the
 year, and the results.

The fifth part of the report deals with the
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The thirteenth part of the report deals with the
 progress of the various departments. It
 gives a list of the work done during the
 year, and the results.

The fourteenth part of the report deals with the
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The fifteenth part of the report deals with the
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 gives a list of the work done during the
 year, and the results.

The sixteenth part of the report deals with the
 progress of the various departments. It
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 year, and the results.

The seventeenth part of the report deals with the
 progress of the various departments. It
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**BLOWERING DAM (SNOWY MOUNTAINS HYDRO-ELECTRIC
AUTHORITY) BILL, 1963.**

EXPLANATORY NOTE.

THE objects of this Bill are—

- (a) to ratify an agreement entered into between the Commonwealth of Australia and the State of New South Wales with respect to the construction by the Snowy Mountains Hydro-electric Authority as agent for the said State of a dam across the Tumut River at Blowering and part of the works incidental thereto, the construction of other works incidental thereto, and the provision of financial assistance by the Commonwealth to the State for those purposes subject to certain terms and conditions;
- (b) to provide for the carrying into effect of that agreement;
- (c) to amend the Blowering Dam Act, 1951, in certain respects;
- (d) to make provisions incidental and ancillary to the foregoing.

THE HISTORY OF THE
CITY OF BOSTON

The first settlement in Boston was made in 1630 by a group of Puritan settlers from England. They came to the city in search of religious freedom and a place to practice their faith. The city was founded on a small island in the harbor, and it grew rapidly as more settlers arrived. The city was known for its strict religious laws and its emphasis on education. The first public school in Boston was founded in 1630, and it was one of the first in the world. The city was also known for its shipbuilding industry, and it became a major center of trade and commerce. The city was founded on a small island in the harbor, and it grew rapidly as more settlers arrived. The city was known for its strict religious laws and its emphasis on education. The first public school in Boston was founded in 1630, and it was one of the first in the world. The city was also known for its shipbuilding industry, and it became a major center of trade and commerce.

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No. , 1963.

A BILL

To ratify and approve of an Agreement entered into between the Commonwealth of Australia of the one part and the State of New South Wales of the other part with respect to the construction by the Snowy Mountains Hydro-electric Authority as agent for the said State of a dam across the Tumut River at Blowering and part of the works incidental thereto, the construction of other works incidental thereto, and the provision of financial assistance by the Commonwealth to the State subject to certain terms and conditions; to provide for the carrying into effect of that Agreement; to validate certain matters; to amend the Blowering Dam Act, 1951, in certain respects; and for purposes connected therewith.

[MR. HAWKINS;—14 *November*, 1963.]

Blowering Dam (Snowy Mountains Hydro-electric Authority).

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 "Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963".

Short title, construction and citation.

(2) This Act shall be read and construed with the Blowering Dam Act, 1951, which in this Act is referred to as the Principal Act.

(3) The Principal Act, as amended by this Act, may be cited as the Blowering Dam Act, 1951-1963.

2. In this Act, unless the context or subject matter otherwise indicates or requires—

Interpretation.

15 "Agreement" means the Agreement, a copy of which is set out in the Schedule to this Act.

"Authority" means the Snowy Mountains Hydro-electric Authority referred to in the Agreement.

20 "Commission" means the Water Conservation and Irrigation Commission.

"Nominated Department" means the nominated Department referred to in the Agreement.

3. (1) The Agreement is hereby approved, ratified and confirmed and the Authority is hereby authorised and empowered to carry out the Agreement.

Ratification.

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

(3)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(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 of the State, the Authority, the nominated Department, the Auditor-General or any other person specified therein are hereby sanctioned, authorised and confirmed.

4. Any act, matter or thing made, done, performed or executed by or on behalf of the State, the Minister for Conservation, the Commission, the Authority, the nominated Department, the Auditor-General or any other person specified in the Agreement, or by any officer, employee, servant or agent of any of them, which would have been lawful if this Act had been in force at the time such act, matter or thing was made, done, performed or executed is hereby validated.

5. The Principal Act is amended—

- (a) by omitting section three;
- (b) by omitting from section four the words "eleven million pounds" and by inserting in lieu thereof the words "twenty-three million pounds";
- (c) by omitting the Schedule and by inserting in lieu thereof the following Schedule :—

Amendment of Act No. 24, 1951.

Sec. 3. (The plan.)

Sec. 4. (Estimated cost.)

Subst. Schedule.

25

SCHEDULE.

Sec. 2.

(1) (a) A dam across the Tumut River at Blowering about 11 miles upstream from the town of Tumut of a height sufficient to store about 1,300,000 acre feet of water, together with incidental works associated therewith.

(b) A spillway and outlet works, together with incidental works associated therewith.

(c)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(c) Re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including telephone lines and transmission lines.

5 (d) Silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams,
10 weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of the Schedule to the Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963.

15 (e) Establishment of borrow areas for soil and gravel and quarries for rock and aggregates.

(f) Construction of access and works roads together with structures incidental thereto.

20 (2) The whole of the work described in this Schedule to be subject to such modifications as may be deemed desirable by the Constructing Authority.

SCHEDULE.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

SCHEDULE.

Secs. 2, 3

AN AGREEMENT made this thirteenth day of August 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 the agreement (in this agreement called "the Snowy Mountains Agreement") made on the eighteenth day of September One thousand nine hundred and fifty-seven between the Commonwealth, the State and the State of Victoria and scheduled to the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth contained a provision, namely clause 6, reading as follows:—

"6.—(1) The State of New South Wales shall for the purpose of regulating waters of the Tumut River and the waters diverted thereto from the Eucumbene, Tooma or Murrumbidgee River catchments—

(a) as soon as is practicable construct, or cause to be constructed, storage works on the Tumut River at Blowering or at such other site on that river, and of such capacity, as that State determines;

(b) at all times maintain and keep those works in good order and condition.

(2) The Authority shall have the right to install at this storage a generating station of such capacity as it may determine.

(3) If requested by the Authority before the State commences the construction of the said storage works so to do, the State shall, in the construction of works under this clause, make provision for the installation by the Authority of a generating station pursuant to the last preceding sub-clause.

(4) The Authority shall contribute such proportion of the cost of the works to be constructed under this clause as is agreed upon, after the site and capacity of the storage works and the capacity of the generating station referred to in his clause have been determined, by the Commonwealth and the State of New South Wales.":

AND WHEREAS the Snowy Mountains Hydro-electric Authority (in this agreement called "the Authority") being the corporation referred to under that name in the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth, the *Snowy Mountains Hydro-electric Agreements Act, 1958* of the State, and the *Snowy Mountains*

Blowering Dam (Snowy Mountains Hydro-electric Authority).

Mountains Hydro-electric Agreements Act 1958 of the State of Victoria may, under sub-section (2) of section 16 of the *Snowy Mountains Hydro-electric Power Act* 1949-1958 of the Commonwealth, have, perform or exercise a capacity, function, power,
5 authority or duty conferred or imposed upon it by an Act of the Parliament of the State of New South Wales or the State of Victoria:

AND WHEREAS the State desires to arrange for the construction of the said storage works on the Tumut River at Blowering (which storage works are in this agreement called "the Blowering storage
10 works") at a site and of a capacity determined by the State and referred to in this agreement:

AND WHEREAS the Authority proposes to request the State to make provision for the installation by the Authority of a generating station of a capacity to be determined by the Authority, which the
15 State is required to do under the said clause 6 of the Snowy Mountains Agreement:

AND WHEREAS the State has requested the Authority to undertake the design and construction of part of the Blowering storage works at the cost of the State, to which the Commonwealth is
20 agreeable:

AND WHEREAS the State has sought financial assistance from the Commonwealth towards the cost of designing and constructing the Blowering storage works:

AND WHEREAS the Government of the Commonwealth has
25 agreed to submit to its Parliament legislation providing under section 96 of the Constitution of the Commonwealth 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:

AND WHEREAS this agreement is conditional on the State pass-
30 ing legislation to authorize and empower the Authority to carry out this agreement:

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

PART I.—GENERAL.

35 1. The Government of the Commonwealth will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement and providing under section 96 of the Constitution of the Commonwealth for a grant of financial assistance to the State in the manner, to the extent and on the
40 terms and conditions contained in this agreement.

2.

Approval of agreement by Commonwealth.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

2. The Government of the State will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement, authorizing and empowering the Authority to carry out this agreement, and repealing or amending section 4 of the *Blowering Dam Act*, 1951 of the State so as to enable this agreement to be carried out.

Approval of agreement by State.

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 of the Commonwealth and of the State and until the legislation referred to in clauses 1 and 2 of the agreement has been passed and it shall commence and come into full force and effect when it is approved by the Parliaments of the Commonwealth and of the State and the legislation referred to in clauses 1 and 2 of the agreement is passed.

Commencement of agreement.

4. The Commonwealth will secure the performance by the authority of its obligations arising pursuant to this agreement.

Performance by Authority.

PART II.—CONSTRUCTION OF THE BLOWERING STORAGE AND GENERATING STATION WORKS

5.—(1.) The Blowering storage works shall be the works required to regulate the Tumut River and the waters diverted thereto from the Eucumbene, Tooma and Murrumbidgee River catchments in accordance with clause 6 of the Snowy Mountains Agreement.

Description of Works.

(2.) The Blowering storage works shall provide a storage of an approximate capacity of 1,300,000 acre-feet of water and shall be constructed at Blowering about 11 miles upstream from the town of Tumut.

(3.) The Blowering storage works shall consist of and include—

- (a) a dam across the Tumut River of a height sufficient to store about 1,300,000 acre-feet of water, together with incidental works associated therewith;
- (b) a spillway and outlet works, together with incidental works associated therewith;
- (c) re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including transmission lines and telephone lines;

(d)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

- 5 (d) silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of this agreement;
- 10 (e) the acquisition of the land required for the construction of the dam, spillway, outlet works, and incidental works, and for ultimate inundation, and for the re-location of existing roads, together with structures incidental thereto, and services, including transmission lines and telephone lines, and for the silt dams and weirs and for works necessary for the protection of the foreshores.
- 15 (4.) The generating station and any other works associated with the generating station (in this agreement collectively called "the generating station") to be installed in association with the Blowering storage works will be of a capacity to be determined by the Authority.
- 20 6. The Authority will, under the authority and power conferred by the legislation of the State as aforesaid, design that part of the Blowering storage works referred to in paragraphs (a) and (b) of sub-clause (3.) of clause 5 of this agreement (which part is in this agreement collectively referred to as "the dam"). Design of storage works.
- 25 7.—(1.) The Authority will, as agent for the State, and under the authority and power conferred by the legislation of the State previously referred to, construct or cause to be constructed the dam. Construction of dam.
- 30 (2.) The whole or any part of the construction of the dam may be carried out under a contract or contracts with a contractor or contractors in accordance with the Authority's established procedures, under which contract or contracts the Authority will administer and supervise those contracts and make all payments in respect of them on behalf of the State.
- 35 (3.) The Authority will ensure that the works are constructed efficiently and in accordance with sound engineering and financial practices, but those works and all acts and operations in carrying out those works shall be at the sole cost and risk of the State.
- 40 (4.) Each contract entered into by the Authority under this clause shall be drawn so as to enable the State to proceed directly against the contractor in respect of any breach of the contract or any defective work or negligence on the part of the contractor or his sub-contractors or employees.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

- 8.—(1.) In the event of any difference of opinion between the Authority and the nominated Department as to any major matter of design or construction of the dam the State shall have the final decision. State to have final decision in major matters.
- 5 (2.) The State shall have the final decision on the acceptance of tenders for the dam.
- 9.—(1.) The State will carry out the works referred to in paragraphs (c), (d) and (e) of sub-clause (3.) of clause 5 of this agreement. Work to be carried out by the State.
- 10 (2.) The State shall ensure that the works to be carried out by it are carried out efficiently and in conformity with sound engineering and financial practices.
10. The State will acquire an estate in fee simple in all lands other than Crown lands required for the Blowering storage works, the land to be inundated, and the generating station, and will grant the Authority free use of such portion of those lands as the Authority considers necessary for the purposes of this agreement. State to acquire land.
- 20 11. The State and the Authority will discharge their respective obligations and responsibilities under this agreement in such a manner as to permit the design and construction of the Blowering storage works to proceed in accordance with a programme agreed between them so that those works will be in service within six years from the date of this agreement, unless otherwise agreed between the parties to this agreement. Programme of work.
- 25 12.—(1.) The State will supply to the Authority all design and construction data in relation to the construction of the dam available to the State at the date of this agreement. Consultation.
- (2.) The Authority will from time to time consult with the State Department nominated for the purpose by the State (in this agreement called "the nominated Department") on major matters of design and construction of the dam, and will keep that Department informed on technical aspects of design and construction including test results and provide "works as executed" drawings.
- 35 (3.) The Authority will ensure that officers of the nominated Department are afforded opportunities to observe the various phases of construction of the dam.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

13. The State will, for the duration of the construction of the dam and the generating station, if requested by the Authority so to do, make available to the Authority and its employees, and to the Authority's contractors and their employees, as determined by the Authority, all existing accommodation and other facilities owned by the State at or in the vicinity of the Blowering storage, except so far as they are required by the State for other works.

State to make available existing facilities at Blowering.

14.—(1.) The State will pay to the Authority all expenditure incurred by the Authority in designing, and constructing or causing to be constructed, the dam.

Payment of expenditure by State.

(2.) This expenditure will include a due allowance for the salaries and wages of the Authority and its employees, and for general and overhead charges computed in accordance with the present practices and procedures of the Authority, and will include all payments to contractors engaged by the Authority in connexion with the construction of the dam and any amounts paid by the Authority as compensation or damages in respect of or arising from the construction of the dam.

15.—(1.) The Authority will keep separate accounts of its expenditure in connexion with the design and construction of the dam, applying for that purpose its present practices and procedures for the allocation of general and overhead charges.

Separate accounts to be kept by Authority.

(2.) The accounts so kept will once at least in each year be subject to audit by the Auditor-General of the Commonwealth, who shall certify the amount of the expenditure incurred by the Authority in respect of each financial year in connexion with the design and construction of the dam, and payable by the State in accordance with clause 14 of this agreement.

(3.) A report on the audits carried out under the last preceding sub-clause and on the certificates referred to in that sub-clause in respect of each financial year shall be furnished by the Auditor-General of the Commonwealth to the State as soon as possible after the completion of the financial year.

16.—(1.) The State will maintain a cash advance to the Authority on the imprest system of an amount sufficient to meet the expenditure incurred by the Authority from time to time in respect of the construction and design of the dam.

Working advance by State.

(2.) The expenditure so incurred by the Authority shall be reimbursed to the Authority by the State monthly.

(3.) The unexpended balance, if any, of the amount of the cash advance at the date of the handing over of the dam to the State shall be refunded by the Authority to the State.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

17. The State will assume all liability and responsibility for the Blowering storage works and for their maintenance and operation.

State to assume all liability for works.

PART III.—USE OF BLOWERING WATER FOR IRRIGATION.

18. The State undertakes that—

- 5 (a) within six months after the date of completion of the Blowering storage works, it will make available for application a minimum of 70 large irrigation farms within the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley, if sufficient water is then stored in those storage works to ensure that the farms can be developed with safety;
- 10
- (b) it will, after the date of completion of the Blowering storage works, make available within the Coleambally Irrigation Area such number of horticultural farms as may, having regard to the demand for this type of farm, be found practicable and desirable; and
- 15
- (c) subject to paragraphs (a) and (b) of this clause, it will, within ten years from the date of completion of the Blowering storage works, unless otherwise agreed between the parties to this agreement, by progressively making available further large area farms in the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley or by other means, have fully utilised all the additional water to be provided by the construction of those works.
- 20

25 PART IV.—FINANCIAL ASSISTANCE.

19.—(1.) Subject to compliance by the State with the provisions of this agreement, other than clause 18 thereof, the Commonwealth will in accordance with and subject to the provisions of this agreement provide financial assistance to the State towards meeting the cost incurred by the State after the date of this agreement of the design, construction and carrying out of the Blowering storage works (which cost is in this agreement referred to as “the cost incurred by the State”).

30

(2.) The cost incurred by the State shall be deemed to include the amounts paid by the State to the Authority in accordance with clause 14 of this agreement.

35

Blowering Dam (Snowy Mountains Hydro-electric Authority).

- 20.—(1.) The Commonwealth will, at the request of the State from Payments
time to time, and subject to the provisions of this agreement, make by Common-
payments to the State in pursuance of the last preceding clause of wealth.
amounts equal to one-half of the cost incurred by the State.
- 5 (2.) The Commonwealth may, at the request of the State and
at such times as the Treasurer of the Commonwealth thinks fit, make
advances of such amounts as the Treasurer thinks fit to the State on
account of amounts that may become payable to the State under the
last preceding sub-clause.
- 10 (3.) An amount advanced by the Commonwealth under the
last preceding sub-clause may be deducted by the Commonwealth
from amounts to be paid subsequently under sub-clause (1.) of this
clause, or, if there are no further amounts to be paid under the
last-mentioned sub-clause, shall be refunded by the State to the
15 Commonwealth at the request of the Treasurer of the Commonwealth.
- (4.) The State will furnish to the Treasurer of the Com-
monwealth 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.) or sub-clause (2.) of this clause as the
20 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.
21. The State will not use or apply any payment made to it Use of
by the Commonwealth under this agreement except for the purpose advances.
25 of meeting or reimbursing the cost incurred by the State.
- 22.—(1.) The State will pay to the Commonwealth interest on so Interest.
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.
- 30 (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.
- (3.) The rate at which interest is payable by the State under
35 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.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

23.—(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. ^{Repayments by the State.}

(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 22 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.

24.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the cost incurred by the State shall be subject to audit by the Auditor-General of the State. **Audit.**

(2.) Until such time as the Blowering storage works are completed, all amounts to be paid by the Commonwealth under this agreement are paid, and supporting evidence to the satisfaction of the Treasurer of the Commonwealth in relation to the amounts paid is furnished by the State, a report on the audits and on the financial statements 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 inter alia—

(a) whether the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and

(b) whether the expenditure of moneys is in accordance with the agreement,

and including reference to such other matters arising out of the audits and financial statements as the Auditor-General of the State considers should be reported to the Treasurer of the Commonwealth.

PART

Blowering Dam (Snowy Mountains Hydro-electric Authority).

PART V.—MISCELLANEOUS.

25. The contribution to be made by the Authority to the cost of Authority's the Blowering storage works as provided for in clause 6 of the contribution to cost of Snowy Mountains Agreement will comprise the additional cost, if Blowering storage works. 5 any, as agreed between the Authority and the nominated Department, incurred in the construction of such additional works, or such enlargement of works, in connexion with the Blowering storage works as may be required by the Authority in connexion with the installation of the generating station.

10 26.—(1.) Either party to this agreement may determine this Determination of Agreement. agreement, before any tenders exceeding in the aggregate Two million pounds for any of the works referred to in paragraphs (a) and (b) of sub-clause (3.) of clause 5 of this agreement are accepted, by notice in writing to the other party if the first-mentioned party 15 is of opinion that the cost of the design and construction of the Blowering storage works will so substantially exceed the estimated cost as to be beyond its practicable financial capacity at that time.

(2.) The estimated cost for purposes of this clause shall be the estimated cost as agreed between the Authority and the nominated 20 Department as soon as practicable after the date of this agreement.

(3.) When a notice of determination has been given under sub-clause (1.) of this clause, all future obligations of the parties under the agreement shall thereupon cease to be binding but without prejudice to—

- 25 (a) the obligations of the State to repay to the Commonwealth moneys paid to it by the Commonwealth under this agreement, together with interest thereon as provided in this agreement ;
- 30 (b) the obligation of the State to pay to the Authority any amount payable or which if it were not for the determination of the agreement would otherwise become payable under clause 14 of this agreement ;
- 35 (c) the rights and obligations of the State, the Authority or a contractor under or in respect of any contract previously entered into by the Authority on behalf of the State under this agreement ; or
- (d) the rights and obligations of the State under sub-clause (3.) of clause 7 or under clause 17 of this agreement.

27. The State will from time to time at the request of the Com- Supply of 40 monwealth or the Authority furnish to the Commonwealth or the Authority, as the case may be, and the Authority will from time to time at the request of the State furnish to the State, such documents and information as may reasonably be required for the purpose of or in relation to this agreement. information.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

28. Any notice, request or other communication to be given or Notices.
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
5 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 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
10 of the State or any person thereunto authorized in writing by the
Treasurer of the State.

IN WITNESS WHEREOF this agreement has been signed on
behalf of the parties thereto the day and year first above-written.

15 SIGNED for and on behalf of the
Commonwealth of Australia by
the Right Honourable Sir
Robert Gordon Menzies, the
Prime Minister of the Com-
monwealth, in the presence of—
20 W. SPOONER.
Minister of State for National
Development. } ROBERT MENZIES.

25 SIGNED for and on behalf of the
State of New South Wales by
the Honourable John Brophy
Renshaw, the Acting Premier of
the State, in the presence of—
G. M. GRAY. } J. B. RENSHAW.

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I certify that this PUBLIC BILL, which originated in the LEGISLATIVE ASSEMBLY, has finally passed the LEGISLATIVE COUNCIL and the LEGISLATIVE ASSEMBLY of NEW SOUTH WALES.

ALLAN PICKERING,
Clerk of the Legislative Assembly.

*Legislative Assembly Chamber,
Sydney, 10 December, 1963.*

New South Wales



ANNO DUODECIMO

ELIZABETHÆ II REGINÆ

Act No. 54, 1963.

An Act to ratify and approve of an Agreement entered into between the Commonwealth of Australia of the one part and the State of New South Wales of the other part with respect to the construction by the Snowy Mountains Hydro-electric Authority as agent for the said State of a dam across the Tumut River at Blowering and part of the works incidental thereto, the construction of other works incidental thereto, and the provision of financial assistance by the Commonwealth to the State subject to certain terms and conditions; to provide for the carrying into effect of that Agreement; to validate certain matters; to amend the Blowering Dam Act, 1951, in certain respects; and for purposes connected therewith. [Assented to, 19th December, 1963.]

BE

I have examined this Bill, and find it to correspond in all respects with the Bill as finally passed by both Houses.

HOWARD T. FOWLES,
Chairman of Committees of the Legislative Assembly.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

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:—

Short title,
construction
and citation.

1. (1) This Act may be cited as the "Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963".

(2) This Act shall be read and construed with the Blowering Dam Act, 1951, which in this Act is referred to as the Principal Act.

(3) The Principal Act, as amended by this Act, may be cited as the Blowering Dam Act, 1951-1963.

Interpreta-
tion.

2. In this Act, unless the context or subject matter otherwise indicates or requires—

"Agreement" means the Agreement, a copy of which is set out in the Schedule to this Act.

"Authority" means the Snowy Mountains Hydro-electric Authority referred to in the Agreement.

"Commission" means the Water Conservation and Irrigation Commission.

"Nominated Department" means the nominated Department referred to in the Agreement.

Ratification.

3. (1) The Agreement is hereby approved, ratified and confirmed and the Authority is hereby authorised and empowered to carry out the Agreement.

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

(3)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(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 of the State, the Authority, the nominated Department, the Auditor-General or any other person specified therein are hereby sanctioned, authorised and confirmed.

4. Any act, matter or thing made, done, performed or executed by or on behalf of the State, the Minister for Conservation, the Commission, the Authority, the nominated Department, the Auditor-General or any other person specified in the Agreement, or by any officer, employee, servant or agent of any of them, which would have been lawful if this Act had been in force at the time such act, matter or thing was made, done, performed or executed is hereby validated.

5. The Principal Act is amended—

- | | |
|---|---|
| (a) by omitting section three; | Validation.
Amendment
of Act No.
24, 1951. |
| (b) by omitting from section four the words "eleven million pounds" and by inserting in lieu thereof the words "twenty-three million pounds"; | Sec. 3.
(The plan.)
Sec. 4.
(Estimated
cost.) |
| (c) by omitting the Schedule and by inserting in lieu thereof the following Schedule :— | Subst.
Schedule. |

SCHEDULE.

Sec. 2.

(1) (a) A dam across the Tumut River at Blowering about 11 miles upstream from the town of Tumut of a height sufficient to store about 1,300,000 acre feet of water, together with incidental works associated therewith.

(b) A spillway and outlet works, together with incidental works associated therewith.

(c)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(c) Re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including telephone lines and transmission lines.

(d) Silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of the Schedule to the Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963.

(e) Establishment of borrow areas for soil and gravel and quarries for rock and aggregates.

(f) Construction of access and works roads together with structures incidental thereto.

(2) The whole of the work described in this Schedule to be subject to such modifications as may be deemed desirable by the Constructing Authority.

SCHEDULE.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

SCHEDULE.

Secs. 2, 3.

AN AGREEMENT made this thirteenth day of August 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 the agreement (in this agreement called "the Snowy Mountains Agreement") made on the eighteenth day of September One thousand nine hundred and fifty-seven between the Commonwealth, the State and the State of Victoria and scheduled to the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth contained a provision, namely clause 6, reading as follows:—

"6.—(1) The State of New South Wales shall for the purpose of regulating waters of the Tumut River and the waters diverted thereto from the Eucumbene, Tooma or Murrumbidgee River catchments—

- (a) as soon as is practicable construct, or cause to be constructed, storage works on the Tumut River at Blowering or at such other site on that river, and of such capacity, as that State determines;
- (b) at all times maintain and keep those works in good order and condition.

(2) The Authority shall have the right to install at this storage a generating station of such capacity as it may determine.

(3) If requested by the Authority before the State commences the construction of the said storage works so to do, the State shall, in the construction of works under this clause, make provision for the installation by the Authority of a generating station pursuant to the last preceding sub-clause.

(4) The Authority shall contribute such proportion of the cost of the works to be constructed under this clause as is agreed upon, after the site and capacity of the storage works and the capacity of the generating station referred to in this clause have been determined, by the Commonwealth and the State of New South Wales.":

AND WHEREAS the Snowy Mountains Hydro-electric Authority (in this agreement called "the Authority") being the corporation referred to under that name in the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth, the *Snowy Mountains Hydro-electric Agreements Act, 1958* of the State, and the *Snowy*

Mountains

Blowering Dam (Snowy Mountains Hydro-electric Authority).

Mountains Hydro-electric Agreements Act 1958 of the State of Victoria may, under sub-section (2) of section 16 of the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth, have, perform or exercise a capacity, function, power, authority or duty conferred or imposed upon it by an Act of the Parliament of the State of New South Wales or the State of Victoria:

AND WHEREAS the State desires to arrange for the construction of the said storage works on the Tumut River at Blowering (which storage works are in this agreement called "the Blowering storage works") at a site and of a capacity determined by the State and referred to in this agreement:

AND WHEREAS the Authority proposes to request the State to make provision for the installation by the Authority of a generating station of a capacity to be determined by the Authority, which the State is required to do under the said clause 6 of the Snowy Mountains Agreement:

AND WHEREAS the State has requested the Authority to undertake the design and construction of part of the Blowering storage works at the cost of the State, to which the Commonwealth is agreeable:

AND WHEREAS the State has sought financial assistance from the Commonwealth towards the cost of designing and constructing the Blowering storage works:

AND WHEREAS the Government of the Commonwealth has agreed to submit to its Parliament legislation providing under section 96 of the Constitution of the Commonwealth 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:

AND WHEREAS this agreement is conditional on the State passing legislation to authorize and empower the Authority to carry out this agreement:

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

PART I.—GENERAL.

Approval
of agree-
ment by
Common-
wealth.

1. The Government of the Commonwealth will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement and providing under section 96 of the Constitution of the Commonwealth 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.

2.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

2. The Government of the State will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement, authorizing and empowering the Authority to carry out this agreement, and repealing or amending section 4 of the *Blowering Dam Act*, 1951 of the State so as to enable this agreement to be carried out.

Approval
of agree-
ment by
State.

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 of the Commonwealth and of the State and until the legislation referred to in clauses 1 and 2 of the agreement has been passed and it shall commence and come into full force and effect when it is approved by the Parliaments of the Commonwealth and of the State and the legislation referred to in clauses 1 and 2 of the agreement is passed.

Commence-
ment of
agreement.

4. The Commonwealth will secure the performance by the authority of its obligations arising pursuant to this agreement.

Perform-
ance by
Authority.

PART II.—CONSTRUCTION OF THE BLOWERING STORAGE AND GENERATING STATION WORKS

5.—(1.) The Blowering storage works shall be the works required to regulate the Tumut River and the waters diverted thereto from the Eucumbene, Tooma and Murrumbidgee River catchments in accordance with clause 6 of the Snowy Mountains Agreement.

Descrip-
tion of
Works.

(2.) The Blowering storage works shall provide a storage of an approximate capacity of 1,300,000 acre-feet of water and shall be constructed at Blowering about 11 miles upstream from the town of Tumut.

(3.) The Blowering storage works shall consist of and include—

- (a) a dam across the Tumut River of a height sufficient to store about 1,300,000 acre-feet of water, together with incidental works associated therewith ;
- (b) a spillway and outlet works, together with incidental works associated therewith ;
- (c) re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including transmission lines and telephone lines ;

(d)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

- (d) silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of this agreement;
- (e) the acquisition of the land required for the construction of the dam, spillway, outlet works, and incidental works, and for ultimate inundation, and for the re-location of existing roads, together with structures incidental thereto, and services, including transmission lines and telephone lines, and for the silt dams and weirs and for works necessary for the protection of the foreshores.

(4.) The generating station and any other works associated with the generating station (in this agreement collectively called "the generating station") to be installed in association with the Blowering storage works will be of a capacity to be determined by the Authority.

**Design of
storage
works.**

6. The Authority will, under the authority and power conferred by the legislation of the State as aforesaid, design that part of the Blowering storage works referred to in paragraphs (a) and (b) of sub-clause (3.) of clause 5 of this agreement (which part is in this agreement collectively referred to as "the dam").

**Construc-
tion of
dam.**

7.—(1.) The Authority will, as agent for the State, and under the authority and power conferred by the legislation of the State previously referred to, construct or cause to be constructed the dam.

(2.) The whole or any part of the construction of the dam may be carried out under a contract or contracts with a contractor or contractors in accordance with the Authority's established procedures, under which contract or contracts the Authority will be expressed to contract as agent for the State, and the Authority will administer and supervise those contracts and make all payments in respect of them on behalf of the State.

(3.) The Authority will ensure that the works are constructed efficiently and in accordance with sound engineering and financial practices, but those works and all acts and operations in carrying out those works shall be at the sole cost and risk of the State.

(4.) Each contract entered into by the Authority under this clause shall be drawn so as to enable the State to proceed directly against the contractor in respect of any breach of the contract or any defective work or negligence on the part of the contractor or his sub-contractors or employees.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

8.—(1.) In the event of any difference of opinion between the Authority and the nominated Department as to any major matter of design or construction of the dam the State shall have the final decision. State to have final decision in major matters.

(2.) The State shall have the final decision on the acceptance of tenders for the dam.

9.—(1.) The State will carry out the works referred to in paragraphs (c), (d) and (e) of sub-clause (3.) of clause 5 of this agreement. Work to be carried out by the State.

(2.) The State shall ensure that the works to be carried out by it are carried out efficiently and in conformity with sound engineering and financial practices.

10. The State will acquire an estate in fee simple in all lands other than Crown lands required for the Blowering storage works, the land to be inundated, and the generating station, and will grant the Authority free use of such portion of those lands as the Authority considers necessary for the purposes of this agreement. State to acquire land.

11. The State and the Authority will discharge their respective obligations and responsibilities under this agreement in such a manner as to permit the design and construction of the Blowering storage works to proceed in accordance with a programme agreed between them so that those works will be in service within six years from the date of this agreement, unless otherwise agreed between the parties to this agreement. Programme of work.

12.—(1.) The State will supply to the Authority all design and construction data in relation to the construction of the dam available to the State at the date of this agreement. Consultation.

(2.) The Authority will from time to time consult with the State Department nominated for the purpose by the State (in this agreement called "the nominated Department") on major matters of design and construction of the dam, and will keep that Department informed on technical aspects of design and construction including test results and provide "works as executed" drawings.

(3.) The Authority will ensure that officers of the nominated Department are afforded opportunities to observe the various phases of construction of the dam.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

State to
make
available
existing
facilities at
Blowering.

13. The State will, for the duration of the construction of the dam and the generating station, if requested by the Authority so to do, make available to the Authority and its employees, and to the Authority's contractors and their employees, as determined by the Authority, all existing accommodation and other facilities owned by the State at or in the vicinity of the Blowering storage, except so far as they are required by the State for other works.

Payment of
expenditure
by State.

14.—(1) The State will pay to the Authority all expenditure incurred by the Authority in designing, and constructing or causing to be constructed, the dam.

(2) This expenditure will include a due allowance for the salaries and wages of the Authority and its employees, and for general and overhead charges computed in accordance with the present practices and procedures of the Authority, and will include all payments to contractors engaged by the Authority in connexion with the construction of the dam and any amounts paid by the Authority as compensation or damages in respect of or arising from the construction of the dam.

Separate
accounts
to be
kept by
Authority.

15.—(1) The Authority will keep separate accounts of its expenditure in connexion with the design and construction of the dam, applying for that purpose its present practices and procedures for the allocation of general and overhead charges.

(2) The accounts so kept will once at least in each year be subject to audit by the Auditor-General of the Commonwealth, who shall certify the amount of the expenditure incurred by the Authority in respect of each financial year in connexion with the design and construction of the dam, and payable by the State in accordance with clause 14 of this agreement.

(3.) A report on the audits carried out under the last preceding sub-clause and on the certificates referred to in that sub-clause in respect of each financial year shall be furnished by the Auditor-General of the Commonwealth to the State as soon as possible after the completion of the financial year.

Working
advance
by State.

16.—(1) The State will maintain a cash advance to the Authority on the imprest system of an amount sufficient to meet the expenditure incurred by the Authority from time to time in respect of the construction and design of the dam.

(2.) The expenditure so incurred by the Authority shall be reimbursed to the Authority by the State monthly.

(3.) The unexpended balance, if any, of the amount of the cash advance at the date of the handing over of the dam to the State shall be refunded by the Authority to the State.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

17. The State will assume all liability and responsibility for the Blowering storage works and for their maintenance and operation.

State to assume all liability for works.

PART III.—USE OF BLOWERING WATER FOR IRRIGATION.

18. The State undertakes that—

(a) within six months after the date of completion of the Blowering storage works, it will make available for application a minimum of 70 large irrigation farms within the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley, if sufficient water is then stored in those storage works to ensure that the farms can be developed with safety;

State to make full use for irrigation of water stored.

(b) it will, after the date of completion of the Blowering storage works, make available within the Coleambally Irrigation Area such number of horticultural farms as may, having regard to the demand for this type of farm, be found practicable and desirable; and

(c) subject to paragraphs (a) and (b) of this clause, it will, within ten years from the date of completion of the Blowering storage works, unless otherwise agreed between the parties to this agreement, by progressively making available further large area farms in the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley or by other means, have fully utilised all the additional water to be provided by the construction of those works.

PART IV.—FINANCIAL ASSISTANCE.

19.—(1.) Subject to compliance by the State with the provisions of this agreement, other than clause 18 thereof, the Commonwealth will in accordance with and subject to the provisions of this agreement provide financial assistance to the State towards meeting the cost incurred by the State after the date of this agreement of the design, construction and carrying out of the Blowering storage works (which cost is in this agreement referred to as "the cost incurred by the State").

Financial Assistance.

(2.) The cost incurred by the State shall be deemed to include the amounts paid by the State to the Authority in accordance with clause 14 of this agreement.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

Payments by Commonwealth. 20.—(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 amounts equal to one-half of the cost incurred by the State.

(2.) The Commonwealth may, at the request of the State and at such times as the Treasurer of the Commonwealth thinks fit, make advances of such amounts as the Treasurer thinks fit to the State on account of amounts that may become payable to the State under the last preceding sub-clause.

(3.) An amount advanced by the Commonwealth under the last preceding sub-clause may be deducted by the Commonwealth from amounts to be paid subsequently under sub-clause (1.) of this clause, or, if there are no further amounts to be paid under the last-mentioned sub-clause, shall be refunded by the State to the Commonwealth at the request of the Treasurer of the Commonwealth.

(4.) 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.) or sub-clause (2.) 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.

Use of advances. 21. The State will not use or apply any payment made to it by the Commonwealth under this agreement except for the purpose of meeting or reimbursing the cost incurred by the State.

Interest. 22.—(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.

(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.

(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.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

23.—(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. ^{Repayments by the State.}

(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 22 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.

24.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the cost incurred by the State shall be subject to audit by the Auditor-General of the State. **Audit.**

(2.) Until such time as the Blowering storage works are completed, all amounts to be paid by the Commonwealth under this agreement are paid, and supporting evidence to the satisfaction of the Treasurer of the Commonwealth in relation to the amounts paid is furnished by the State, a report on the audits and on the financial statements 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 inter alia—

- (a) whether the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and
- (b) whether the expenditure of moneys is in accordance with the agreement,

and including reference to such other matters arising out of the audits and financial statements as the Auditor-General of the State considers should be reported to the Treasurer of the Commonwealth.

PART

Blowering Dam (Snowy Mountains Hydro-electric Authority).

PART V.—MISCELLANEOUS.

Authority's
contribution
to cost of
Blowering
storage
works.

25. The contribution to be made by the Authority to the cost of the Blowering storage works as provided for in clause 6 of the Snowy Mountains Agreement will comprise the additional cost, if any, as agreed between the Authority and the nominated Department, incurred in the construction of such additional works, or such enlargement of works, in connexion with the Blowering storage works as may be required by the Authority in connexion with the installation of the generating station.

Determina-
tion of
Agreement.

26.—(1.) Either party to this agreement may determine this agreement, before any tenders exceeding in the aggregate Two million pounds for any of the works referred to in paragraphs (a) and (b) of sub-clause (3.) of clause 5 of this agreement are accepted, by notice in writing to the other party if the first-mentioned party is of opinion that the cost of the design and construction of the Blowering storage works will so substantially exceed the estimated cost as to be beyond its practicable financial capacity at that time.

(2.) The estimated cost for purposes of this clause shall be the estimated cost as agreed between the Authority and the nominated Department as soon as practicable after the date of this agreement.

(3.) When a notice of determination has been given under sub-clause (1.) of this clause, all future obligations of the parties under the agreement shall thereupon cease to be binding but without prejudice to—

- (a) the obligations of the State to repay to the Commonwealth moneys paid to it by the Commonwealth under this agreement, together with interest thereon as provided in this agreement ;
- (b) the obligation of the State to pay to the Authority any amount payable or which if it were not for the determination of the agreement would otherwise become payable under clause 14 of this agreement ;
- (c) the rights and obligations of the State, the Authority or a contractor under or in respect of any contract previously entered into by the Authority on behalf of the State under this agreement ; or
- (d) the rights and obligations of the State under sub-clause (3.) of clause 7 or under clause 17 of this agreement.

Supply of
information.

27. The State will from time to time at the request of the Commonwealth or the Authority furnish to the Commonwealth or the Authority, as the case may be, and the Authority will from time to time at the request of the State furnish to the State, such documents and information as may reasonably be required for the purpose of or in relation to this agreement.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

28. 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 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. Notices.

IN WITNESS WHEREOF this agreement has been signed on behalf of the parties thereto the day and year first above-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—
W. SPOONER.
Minister of State for National Development. ROBERT MENZIES.

SIGNED for and on behalf of the State of New South Wales by the Honourable John Brophy Renshaw, the Acting Premier of the State, in the presence of—
G. M. GRAY. J. B. RENSHAW.

In the name and on behalf of Her Majesty I assent to this Act.

E. W. WOODWARD,
Governor.

*Government House,
Sydney, 19th December, 1963.*

This PUBLIC BILL originated in the LEGISLATIVE ASSEMBLY, and, having this day passed, is now ready for presentation to the LEGISLATIVE COUNCIL for its concurrence.

ALLAN PICKERING,
Clerk of the Legislative Assembly.

*Legislative Assembly Chamber,
Sydney, 5 December, 1963, A.M.*

New South Wales



ANNO DUODECIMO

ELIZABETHÆ II REGINÆ

Act No. , 1963.

An Act to ratify and approve of an Agreement entered into between the Commonwealth of Australia of the one part and the State of New South Wales of the other part with respect to the construction by the Snowy Mountains Hydro-electric Authority as agent for the said State of a dam across the Tumut River at Blowering and part of the works incidental thereto, the construction of other works incidental thereto, and the provision of financial assistance by the Commonwealth to the State subject to certain terms and conditions; to provide for the carrying into effect of that Agreement; to validate certain matters; to amend the Blowering Dam Act, 1951, in certain respects; and for purposes connected therewith.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

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 "Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963". Short title, construction and citation.

(2) This Act shall be read and construed with the Blowering Dam Act, 1951, which in this Act is referred to as the Principal Act.

(3) The Principal Act, as amended by this Act, may be cited as the Blowering Dam Act, 1951-1963.

2. In this Act, unless the context or subject matter otherwise indicates or requires— Interpretation.

15 "Agreement" means the Agreement, a copy of which is set out in the Schedule to this Act.

"Authority" means the Snowy Mountains Hydro-electric Authority referred to in the Agreement.

20 "Commission" means the Water Conservation and Irrigation Commission.

"Nominated Department" means the nominated Department referred to in the Agreement.

3. (1) The Agreement is hereby approved, ratified and confirmed and the Authority is hereby authorised and empowered to carry out the Agreement. Ratification.

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

(3)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(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 5 permitted to be made, done, performed or executed by or on behalf of the State, the Authority, the nominated Department, the Auditor-General or any other person specified therein are hereby sanctioned, authorised and confirmed.

4. Any act, matter or thing made, done, performed or Validation.
10 executed by or on behalf of the State, the Minister for Conservation, the Commission, the Authority, the nominated Department, the Auditor-General or any other person specified in the Agreement, or by any officer, employee, servant or agent of any of them, which would have been
15 lawful if this Act had been in force at the time such act, matter or thing was made, done, performed or executed is hereby validated.

5. The Principal Act is amended—

Amendment
of Act No.
24, 1951.

- (a) by omitting section three; Sec. 3.
(The plan.)
- 20 (b) by omitting from section four the words "eleven Sec. 4.
million pounds" and by inserting in lieu thereof (Estimated
the words "twenty-three million pounds"; cost.)
- (c) by omitting the Schedule and by inserting in lieu Subst.
thereof the following Schedule :— Schedule.

25 SCHEDULE.

Sec. 2.

(1) (a) A dam across the Tumut River at Blowering about 11 miles upstream from the town of Tumut of a height sufficient to store about 1,300,000 acre feet of water, together with
30 incidental works associated therewith.

(b) A spillway and outlet works, together with incidental works associated therewith.

(c)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(c) Re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including telephone lines and transmission lines.

5 (d) Silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, 10 weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of the Schedule to the Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963.

15 (e) Establishment of borrow areas for soil and gravel and quarries for rock and aggregates.

(f) Construction of access and works roads together with structures incidental thereto.

20 (2) The whole of the work described in this Schedule to be subject to such modifications as may be deemed desirable by the Constructing Authority.

SCHEDULE.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

SCHEDULE.

Secs. 2, 3.

AN AGREEMENT made this thirteenth day of August 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 the agreement (in this agreement called "the Snowy Mountains Agreement") made on the eighteenth day of September One thousand nine hundred and fifty-seven between the Commonwealth, the State and the State of Victoria and scheduled to the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth contained a provision, namely clause 6, reading as follows:—

"6.—(1) The State of New South Wales shall for the purpose of regulating waters of the Tumut River and the waters diverted thereto from the Eucumbene, Tooma or Murrumbidgee River catchments—

(a) as soon as is practicable construct, or cause to be constructed, storage works on the Tumut River at Blowering or at such other site on that river, and of such capacity, as that State determines;

(b) at all times maintain and keep those works in good order and condition.

(2) The Authority shall have the right to install at this storage a generating station of such capacity as it may determine.

(3) If requested by the Authority before the State commences the construction of the said storage works so to do, the State shall, in the construction of works under this clause, make provision for the installation by the Authority of a generating station pursuant to the last preceding sub-clause.

(4) The Authority shall contribute such proportion of the cost of the works to be constructed under this clause as is agreed upon, after the site and capacity of the storage works and the capacity of the generating station referred to in this clause have been determined, by the Commonwealth and the State of New South Wales.":

AND WHEREAS the Snowy Mountains Hydro-electric Authority (in this agreement called "the Authority") being the corporation referred to under that name in the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth, the *Snowy Mountains Hydro-electric Agreements Act, 1958* of the State, and the *Snowy Mountains*

Blowering Dam (Snowy Mountains Hydro-electric Authority).

Mountains Hydro-electric Agreements Act 1958 of the State of Victoria may, under sub-section (2) of section 16 of the *Snowy Mountains Hydro-electric Power Act* 1949-1958 of the Commonwealth, have, perform or exercise a capacity, function, power, authority or duty conferred or imposed upon it by an Act of the Parliament of the State of New South Wales or the State of Victoria:

AND WHEREAS the State desires to arrange for the construction of the said storage works on the Tumut River at Blowering (which storage works are in this agreement called "the Blowering storage works") at a site and of a capacity determined by the State and referred to in this agreement:

AND WHEREAS the Authority proposes to request the State to make provision for the installation by the Authority of a generating station of a capacity to be determined by the Authority, which the State is required to do under the said clause 6 of the Snowy Mountains Agreement:

AND WHEREAS the State has requested the Authority to undertake the design and construction of part of the Blowering storage works at the cost of the State, to which the Commonwealth is agreeable:

AND WHEREAS the State has sought financial assistance from the Commonwealth towards the cost of designing and constructing the Blowering storage works:

AND WHEREAS the Government of the Commonwealth has agreed to submit to its Parliament legislation providing under section 96 of the Constitution of the Commonwealth 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:

AND WHEREAS this agreement is conditional on the State passing legislation to authorize and empower the Authority to carry out this agreement:

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

PART I.—GENERAL.

1. The Government of the Commonwealth will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement and providing under section 96 of the Constitution of the Commonwealth 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.

2.

Approval of agreement by Commonwealth.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

2. The Government of the State will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement, authorizing and empowering the Authority to carry out this agreement, and repealing or amending section 4 of the *Blowering Dam Act*, 1951 of the State so as to enable this agreement to be carried out.

Approval of agreement by State.

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 of the Commonwealth and of the State and until the legislation referred to in clauses 1 and 2 of the agreement has been passed and it shall commence and come into full force and effect when it is approved by the Parliaments of the Commonwealth and of the State and the legislation referred to in clauses 1 and 2 of the agreement is passed.

Commencement of agreement.

4. The Commonwealth will secure the performance by the authority of its obligations arising pursuant to this agreement.

Performance by Authority.

PART II.—CONSTRUCTION OF THE BLOWERING STORAGE AND GENERATING STATION WORKS

5.—(1.) The Blowering storage works shall be the works required to regulate the Tumut River and the waters diverted thereto from the Eucumbene, Tooma and Murrumbidgee River catchments in accordance with clause 6 of the Snowy Mountains Agreement.

Description of Works.

(2.) The Blowering storage works shall provide a storage of an approximate capacity of 1,300,000 acre-feet of water and shall be constructed at Blowering about 11 miles upstream from the town of Tumut.

(3.) The Blowering storage works shall consist of and include—

- (a) a dam across the Tumut River of a height sufficient to store about 1,300,000 acre-feet of water, together with incidental works associated therewith;
- (b) a spillway and outlet works, together with incidental works associated therewith;
- (c) re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including transmission lines and telephone lines;

(d)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

- 5 (d) silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of this agreement ;
- 10 (e) the acquisition of the land required for the construction of the dam, spillway, outlet works, and incidental works, and for ultimate inundation, and for the re-location of existing roads, together with structures incidental thereto, and services, including transmission lines and telephone lines, and for the silt dams and weirs and for works necessary for the protection of the foreshores.
- 15 (4.) The generating station and any other works associated with the generating station (in this agreement collectively called "the generating station") to be installed in association with the Blowering storage works will be of a capacity to be determined by the Authority.
- 20 6. The Authority will, under the authority and power conferred by the legislation of the State as aforesaid, design that part of the Blowering storage works referred to in paragraphs (a) and (b) of sub-clause (3.) of clause 5 of this agreement (which part is in this agreement collectively referred to as "the dam"). **Design of storage works.**
- 25 7.—(1.) The Authority will, as agent for the State, and under the authority and power conferred by the legislation of the State previously referred to, construct or cause to be constructed the dam. **Construction of dam.**
- 30 (2.) The whole or any part of the construction of the dam may be carried out under a contract or contracts with a contractor or contractors in accordance with the Authority's established procedures, under which contract or contracts the Authority will be expressed to contract as agent for the State, and the Authority will administer and supervise those contracts and make all payments in respect of them on behalf of the State.
- 35 (3.) The Authority will ensure that the works are constructed efficiently and in accordance with sound engineering and financial practices, but those works and all acts and operations in carrying out those works shall be at the sole cost and risk of the State.
- 40 (4.) Each contract entered into by the Authority under this clause shall be drawn so as to enable the State to proceed directly against the contractor in respect of any breach of the contract or any defective work or negligence on the part of the contractor or his sub-contractors or employees.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

8.—(1.) In the event of any difference of opinion between the Authority and the nominated Department as to any major matter of design or construction of the dam the State shall have the final decision.

State to have final decision in major matters.

5 (2.) The State shall have the final decision on the acceptance of tenders for the dam.

9.—(1.) The State will carry out the works referred to in paragraphs (c), (d) and (e) of sub-clause (3.) of clause 5 of this agreement.

Work to be carried out by the State.

10 (2.) The State shall ensure that the works to be carried out by it are carried out efficiently and in conformity with sound engineering and financial practices.

10. The State will acquire an estate in fee simple in all lands other than Crown lands required for the Blowering storage works, the land to be inundated, and the generating station, and will grant the Authority free use of such portion of those lands as the Authority considers necessary for the purposes of this agreement.

State to acquire land.

11. The State and the Authority will discharge their respective obligations and responsibilities under this agreement in such a manner as to permit the design and construction of the Blowering storage works to proceed in accordance with a programme agreed between them so that those works will be in service within six years from the date of this agreement, unless otherwise agreed between the parties to this agreement.

Programme of work.

25 12.—(1.) The State will supply to the Authority all design and construction data in relation to the construction of the dam available to the State at the date of this agreement.

Consultation.

30 (2.) The Authority will from time to time consult with the State Department nominated for the purpose by the State (in this agreement called "the nominated Department") on major matters of design and construction of the dam, and will keep that Department informed on technical aspects of design and construction including test results and provide "works as executed" drawings.

35 (3.) The Authority will ensure that officers of the nominated Department are afforded opportunities to observe the various phases of construction of the dam.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

13. The State will, for the duration of the construction of the dam and the generating station, if requested by the Authority so to do, make available to the Authority and its employees, and to the Authority's contractors and their employees, as determined by the Authority, all existing accommodation and other facilities owned by the State at or in the vicinity of the Blowering storage, except so far as they are required by the State for other works.

State to make available existing facilities at Blowering.

14.—(1.) The State will pay to the Authority all expenditure incurred by the Authority in designing, and constructing or causing to be constructed, the dam.

Payment of expenditure by State.

(2.) This expenditure will include a due allowance for the salaries and wages of the Authority and its employees, and for general and overhead charges computed in accordance with the present practices and procedures of the Authority, and will include all payments to contractors engaged by the Authority in connexion with the construction of the dam and any amounts paid by the Authority as compensation or damages in respect of or arising from the construction of the dam.

15.—(1.) The Authority will keep separate accounts of its expenditure in connexion with the design and construction of the dam, applying for that purpose its present practices and procedures for the allocation of general and overhead charges.

Separate accounts to be kept by Authority.

(2.) The accounts so kept will once at least in each year be subject to audit by the Auditor-General of the Commonwealth, who shall certify the amount of the expenditure incurred by the Authority in respect of each financial year in connexion with the design and construction of the dam, and payable by the State in accordance with clause 14 of this agreement.

(3.) A report on the audits carried out under the last preceding sub-clause and on the certificates referred to in that sub-clause in respect of each financial year shall be furnished by the Auditor-General of the Commonwealth to the State as soon as possible after the completion of the financial year.

16.—(1.) The State will maintain a cash advance to the Authority on the imprest system of an amount sufficient to meet the expenditure incurred by the Authority from time to time in respect of the construction and design of the dam.

Working advance by State.

(2.) The expenditure so incurred by the Authority shall be reimbursed to the Authority by the State monthly.

(3.) The unexpended balance, if any, of the amount of the cash advance at the date of the handing over of the dam to the State shall be refunded by the Authority to the State.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

17. The State will assume all liability and responsibility for the Blowering storage works and for their maintenance and operation. State to assume all liability for works.

PART III.—USE OF BLOWERING WATER FOR IRRIGATION.

18. The State undertakes that—

State to make full use for irrigation of water stored.

5 (a) within six months after the date of completion of the Blowering storage works, it will make available for application a minimum of 70 large irrigation farms within the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley, if sufficient water is then stored in those storage works to ensure that the farms can be developed with safety;

10 (b) it will, after the date of completion of the Blowering storage works, make available within the Coleambally Irrigation Area such number of horticultural farms as may, having regard to the demand for this type of farm, be found practicable and desirable; and

15 (c) subject to paragraphs (a) and (b) of this clause, it will, within ten years from the date of completion of the Blowering storage works, unless otherwise agreed between the parties to this agreement, by progressively making available further large area farms in the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley or by other means, have fully utilised all the additional water to be provided by the construction of those works.

25 PART IV.—FINANCIAL ASSISTANCE.

19.—(1.) Subject to compliance by the State with the provisions of this agreement, other than clause 18 thereof, the Commonwealth will in accordance with and subject to the provisions of this agreement provide financial assistance to the State towards meeting the cost incurred by the State after the date of this agreement of the design, construction and carrying out of the Blowering storage works (which cost is in this agreement referred to as "the cost incurred by the State"). Financial Assistance.

35 (2.) The cost incurred by the State shall be deemed to include the amounts paid by the State to the Authority in accordance with clause 14 of this agreement.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

20.—(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 amounts equal to one-half of the cost incurred by the State. Payments
by Common-
wealth.

5 (2.) The Commonwealth may, at the request of the State and at such times as the Treasurer of the Commonwealth thinks fit, make advances of such amounts as the Treasurer thinks fit to the State on account of amounts that may become payable to the State under the last preceding sub-clause.

10 (3.) An amount advanced by the Commonwealth under the last preceding sub-clause may be deducted by the Commonwealth from amounts to be paid subsequently under sub-clause (1.) of this clause, or, if there are no further amounts to be paid under the last-mentioned sub-clause, shall be refunded by the State to the
15 Commonwealth at the request of the Treasurer of the Commonwealth.

(4.) 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.) or sub-clause (2.) of this clause as the
20 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.

21. The State will not use or apply any payment made to it by the Commonwealth under this agreement except for the purpose of meeting or reimbursing the cost incurred by the State. Use of
advances.

22.—(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.

30 (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.

(3.) The rate at which interest is payable by the State under
35 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.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

23.—(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. Repayments
by the
State.

(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 22 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.

24.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the cost incurred by the State shall be subject to audit by the Auditor-General of the State. Audit.

(2.) Until such time as the Blowering storage works are completed, all amounts to be paid by the Commonwealth under this agreement are paid, and supporting evidence to the satisfaction of the Treasurer of the Commonwealth in relation to the amounts paid is furnished by the State, a report on the audits and on the financial statements 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 inter alia—

- (a) whether the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and
- (b) whether the expenditure of moneys is in accordance with the agreement,

and including reference to such other matters arising out of the audits and financial statements as the Auditor-General of the State considers should be reported to the Treasurer of the Commonwealth.

PART

Blowering Dam (Snowy Mountains Hydro-electric Authority).

PART V.—MISCELLANEOUS.

25. The contribution to be made by the Authority to the cost of the Blowering storage works as provided for in clause 6 of the Snowy Mountains Agreement will comprise the additional cost, if any, as agreed between the Authority and the nominated Department, incurred in the construction of such additional works, or such enlargement of works, in connexion with the Blowering storage works as may be required by the Authority in connexion with the installation of the generating station.

Authority's
contribution
to cost of
Blowering
storage
works.

10 26.—(1.) Either party to this agreement may determine this agreement, before any tenders exceeding in the aggregate Two million pounds for any of the works referred to in paragraphs (a) and (b) of sub-clause (3.) of clause 5 of this agreement are accepted, by notice in writing to the other party if the first-mentioned party is of opinion that the cost of the design and construction of the Blowering storage works will so substantially exceed the estimated cost as to be beyond its practicable financial capacity at that time.

Determina-
tion of
Agreement.

(2.) The estimated cost for purposes of this clause shall be the estimated cost as agreed between the Authority and the nominated Department as soon as practicable after the date of this agreement.

(3.) When a notice of determination has been given under sub-clause (1.) of this clause, all future obligations of the parties under the agreement shall thereupon cease to be binding but without prejudice to—

- 25 (a) the obligations of the State to repay to the Commonwealth moneys paid to it by the Commonwealth under this agreement, together with interest thereon as provided in this agreement ;
- 30 (b) the obligation of the State to pay to the Authority any amount payable or which if it were not for the determination of the agreement would otherwise become payable under clause 14 of this agreement ;
- 35 (c) the rights and obligations of the State, the Authority or a contractor under or in respect of any contract previously entered into by the Authority on behalf of the State under this agreement ; or
- (d) the rights and obligations of the State under sub-clause (3.) of clause 7 or under clause 17 of this agreement.

27. The State will from time to time at the request of the Commonwealth or the Authority furnish to the Commonwealth or the Authority, as the case may be, and the Authority will from time to time at the request of the State furnish to the State, such documents and information as may reasonably be required for the purpose of or in relation to this agreement.

Supply of
information.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

28. 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 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 this agreement has been signed on behalf of the parties thereto the day and year first above-written.

15 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—
20 W. SPOONER.
Minister of State for National Development.

ROBERT MENZIES.

25 SIGNED for and on behalf of the State of New South Wales by the Honourable John Brophy Renshaw, the Acting Premier of the State, in the presence of—
G. M. GRAY.

J. B. RENSHAW.

BY AUTHORITY:

Journal of the American Psychological Association

10. The purpose of this section is to provide a forum for the presentation of research findings and theoretical discussions in the field of psychology. The section is open to all psychologists and is not restricted to members of the Association.

11. The section is intended to provide a forum for the presentation of research findings and theoretical discussions in the field of psychology. The section is open to all psychologists and is not restricted to members of the Association.

12. The section is intended to provide a forum for the presentation of research findings and theoretical discussions in the field of psychology. The section is open to all psychologists and is not restricted to members of the Association.

13. The section is intended to provide a forum for the presentation of research findings and theoretical discussions in the field of psychology. The section is open to all psychologists and is not restricted to members of the Association.

14. The section is intended to provide a forum for the presentation of research findings and theoretical discussions in the field of psychology. The section is open to all psychologists and is not restricted to members of the Association.

15. The section is intended to provide a forum for the presentation of research findings and theoretical discussions in the field of psychology. The section is open to all psychologists and is not restricted to members of the Association.

16. The section is intended to provide a forum for the presentation of research findings and theoretical discussions in the field of psychology. The section is open to all psychologists and is not restricted to members of the Association.

No. , 1963.

A BILL

To ratify and approve of an Agreement entered into between the Commonwealth of Australia of the one part and the State of New South Wales of the other part with respect to the construction by the Snowy Mountains Hydro-electric Authority as agent for the said State of a dam across the Tumut River at Blowering and part of the works incidental thereto, the construction of other works incidental thereto, and the provision of financial assistance by the Commonwealth to the State subject to certain terms and conditions; to provide for the carrying into effect of that Agreement; to validate certain matters; to amend the Blowering Dam Act, 1951, in certain respects; and for purposes connected therewith.

[MR. HAWKINS ;—14 *November*, 1963.]

Blowering Dam (Snowy Mountains Hydro-electric Authority).

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 "Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963". Short title, construction and citation.

(2) This Act shall be read and construed with the Blowering Dam Act, 1951, which in this Act is referred to as the Principal Act.

(3) The Principal Act, as amended by this Act, may be cited as the Blowering Dam Act, 1951-1963.

2. In this Act, unless the context or subject matter otherwise indicates or requires— Interpretation.

15 "Agreement" means the Agreement, a copy of which is set out in the Schedule to this Act.

"Authority" means the Snowy Mountains Hydro-electric Authority referred to in the Agreement.

20 "Commission" means the Water Conservation and Irrigation Commission.

"Nominated Department" means the nominated Department referred to in the Agreement.

3. (1) The Agreement is hereby approved, ratified and confirmed and the Authority is hereby authorised and empowered to carry out the Agreement. Ratification.

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

(3)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(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 5 permitted to be made, done, performed or executed by or on behalf of the State, the Authority, the nominated Department, the Auditor-General or any other person specified therein are hereby sanctioned, authorised and confirmed.

4. Any act, matter or thing made, done, performed or Validation.
10 executed by or on behalf of the State, the Minister for Conservation, the Commission, the Authority, the nominated Department, the Auditor-General or any other person specified in the Agreement, or by any officer, employee, servant or agent of any of them, which would have been
15 lawful if this Act had been in force at the time such act, matter or thing was made, done, performed or executed is hereby validated.

5. The Principal Act is amended—

Amendment
of Act No.
24, 1951.

- (a) by omitting section three; Sec. 3.
(The plan.)
- 20 (b) by omitting from section four the words "eleven million pounds" and by inserting in lieu thereof the words "twenty-three million pounds"; Sec. 4.
(Estimated cost.)
- (c) by omitting the Schedule and by inserting in lieu thereof the following Schedule :— Subst.
Schedule.

25

SCHEDULE.

Sec. 2.

30

(1) (a) A dam across the Tumut River at Blowering about 11 miles upstream from the town of Tumut of a height sufficient to store about 1,300,000 acre feet of water, together with incidental works associated therewith.

(b) A spillway and outlet works, together with incidental works associated therewith.

(c)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

- (c) Re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including telephone lines and transmission lines.
- 5 (d) Silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of the Schedule to the Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963.
- 10
- 15 (e) Establishment of borrow areas for soil and gravel and quarries for rock and aggregates.
- (f) Construction of access and works roads together with structures incidental thereto.
- 20 (2) The whole of the work described in this Schedule to be subject to such modifications as may be deemed desirable by the Constructing Authority.

SCHEDULE.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

SCHEDULE.

Secs. 2, 3.

AN AGREEMENT made this thirteenth day of August 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 the agreement (in this agreement called "the Snowy Mountains Agreement") made on the eighteenth day of September One thousand nine hundred and fifty-seven between the Commonwealth, the State and the State of Victoria and scheduled to the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth contained a provision, namely clause 6, reading as follows:—

"6.—(1) The State of New South Wales shall for the purpose of regulating waters of the Tumut River and the waters diverted thereto from the Eucumbene, Tooma or Murrumbidgee River catchments—

(a) as soon as is practicable construct, or cause to be constructed, storage works on the Tumut River at Blowering or at such other site on that river, and of such capacity, as that State determines;

(b) at all times maintain and keep those works in good order and condition.

(2) The Authority shall have the right to install at this storage a generating station of such capacity as it may determine.

(3) If requested by the Authority before the State commences the construction of the said storage works so to do, the State shall, in the construction of works under this clause, make provision for the installation by the Authority of a generating station pursuant to the last preceding sub-clause.

(4) The Authority shall contribute such proportion of the cost of the works to be constructed under this clause as is agreed upon, after the site and capacity of the storage works and the capacity of the generating station referred to in this clause have been determined, by the Commonwealth and the State of New South Wales.":

AND WHEREAS the Snowy Mountains Hydro-electric Authority (in this agreement called "the Authority") being the corporation referred to under that name in the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth, the *Snowy Mountains Hydro-electric Agreements Act, 1958* of the State, and the *Snowy Mountains*

Blowering Dam (Snowy Mountains Hydro-electric Authority).

Mountains Hydro-electric Agreements Act 1958 of the State of Victoria may, under sub-section (2) of section 16 of the *Snowy Mountains Hydro-electric Power Act* 1949-1958 of the Commonwealth, have, perform or exercise a capacity, function, power, authority or duty conferred or imposed upon it by an Act of the Parliament of the State of New South Wales or the State of Victoria:

AND WHEREAS the State desires to arrange for the construction of the said storage works on the Tumut River at Blowering (which storage works are in this agreement called "the Blowering storage works") at a site and of a capacity determined by the State and referred to in this agreement:

AND WHEREAS the Authority proposes to request the State to make provision for the installation by the Authority of a generating station of a capacity to be determined by the Authority, which the State is required to do under the said clause 6 of the Snowy Mountains Agreement:

AND WHEREAS the State has requested the Authority to undertake the design and construction of part of the Blowering storage works at the cost of the State, to which the Commonwealth is agreeable:

AND WHEREAS the State has sought financial assistance from the Commonwealth towards the cost of designing and constructing the Blowering storage works:

AND WHEREAS the Government of the Commonwealth has agreed to submit to its Parliament legislation providing under section 96 of the Constitution of the Commonwealth 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:

AND WHEREAS this agreement is conditional on the State passing legislation to authorize and empower the Authority to carry out this agreement:

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

PART I.—GENERAL.

1. The Government of the Commonwealth will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement and providing under section 96 of the Constitution of the Commonwealth 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.

Approval of agreement by Commonwealth.

2.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

2. The Government of the State will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement, authorizing and empowering the Authority to carry out this agreement, and repealing or amending section 4 of the *Blowering Dam Act*, 1951 of the State so as to enable this agreement to be carried out.

Approval
of agree-
ment by
State.

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 of the Commonwealth and of the State and until the legislation referred to in clauses 1 and 2 of the agreement has been passed and it shall commence and come into full force and effect when it is approved by the Parliaments of the Commonwealth and of the State and the legislation referred to in clauses 1 and 2 of the agreement is passed.

Commence-
ment of
agreement.

4. The Commonwealth will secure the performance by the authority of its obligations arising pursuant to this agreement.

Perform-
ance by
Authority.

PART II.—CONSTRUCTION OF THE BLOWERING STORAGE
AND GENERATING STATION WORKS

5.—(1.) The Blowering storage works shall be the works required to regulate the Tumut River and the waters diverted thereto from the Eucumbene, Tooma and Murrumbidgee River catchments in accordance with clause 6 of the Snowy Mountains Agreement.

Descrip-
tion of
Works.

(2.) The Blowering storage works shall provide a storage of an approximate capacity of 1,300,000 acre-feet of water and shall be constructed at Blowering about 11 miles upstream from the town of Tumut.

(3.) The Blowering storage works shall consist of and include—

- (a) a dam across the Tumut River of a height sufficient to store about 1,300,000 acre-feet of water, together with incidental works associated therewith;
- (b) a spillway and outlet works, together with incidental works associated therewith;
- (c) re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including transmission lines and telephone lines;

(d)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

- 5 (d) silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of this agreement ;
- 10 (e) the acquisition of the land required for the construction of the dam, spillway, outlet works, and incidental works, and for ultimate inundation, and for the re-location of existing roads, together with structures incidental thereto, and services, including transmission lines and telephone lines, and for the silt dams and weirs and for works necessary for the protection of the foreshores.
- 15 (4.) The generating station and any other works associated with the generating station (in this agreement collectively called "the generating station") to be installed in association with the Blowering storage works will be of a capacity to be determined by the Authority.
- 20 6. The Authority will, under the authority and power conferred by the legislation of the State as aforesaid, design that part of the Blowering storage works referred to in paragraphs (a) and (b) of sub-clause (3.) of clause 5 of this agreement (which part is in this agreement collectively referred to as "the dam"). Design of storage works.
- 25 7.—(1.) The Authority will, as agent for the State, and under the authority and power conferred by the legislation of the State previously referred to, construct or cause to be constructed the dam. Construction of dam.
- 30 (2.) The whole or any part of the construction of the dam may be carried out under a contract or contracts with a contractor or contractors in accordance with the Authority's established procedures, under which contract or contracts the Authority will be expressed to contract as agent for the State, and the Authority will administer and supervise those contracts and make all payments in respect of them on behalf of the State.
- 35 (3.) The Authority will ensure that the works are constructed efficiently and in accordance with sound engineering and financial practices, but those works and all acts and operations in carrying out those works shall be at the sole cost and risk of the State.
- 40 (4.) Each contract entered into by the Authority under this clause shall be drawn so as to enable the State to proceed directly against the contractor in respect of any breach of the contract or any defective work or negligence on the part of the contractor or his sub-contractors or employees.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

- 8.—(1.) In the event of any difference of opinion between the Authority and the nominated Department as to any major matter of design or construction of the dam the State shall have the final decision. State to have final decision in major matters.
- 5 (2.) The State shall have the final decision on the acceptance of tenders for the dam.
- 9.—(1.) The State will carry out the works referred to in paragraphs (c), (d) and (e) of sub-clause (3.) of clause 5 of this agreement. Work to be carried out by the State.
- 10 (2.) The State shall ensure that the works to be carried out by it are carried out efficiently and in conformity with sound engineering and financial practices.
10. The State will acquire an estate in fee simple in all lands other than Crown lands required for the Blowering storage works, the land to be inundated, and the generating station, and will grant the Authority free use of such portion of those lands as the Authority considers necessary for the purposes of this agreement. State to acquire land.
- 20 11. The State and the Authority will discharge their respective obligations and responsibilities under this agreement in such a manner as to permit the design and construction of the Blowering storage works to proceed in accordance with a programme agreed between them so that those works will be in service within six years from the date of this agreement, unless otherwise agreed between the parties to this agreement. Programme of work.
- 25 12.—(1.) The State will supply to the Authority all design and construction data in relation to the construction of the dam available to the State at the date of this agreement. Consultation.
- 30 (2.) The Authority will from time to time consult with the State Department nominated for the purpose by the State (in this agreement called "the nominated Department") on major matters of design and construction of the dam, and will keep that Department informed on technical aspects of design and construction including test results and provide "works as executed" drawings.
- 35 (3.) The Authority will ensure that officers of the nominated Department are afforded opportunities to observe the various phases of construction of the dam.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

13. The State will, for the duration of the construction of the dam and the generating station, if requested by the Authority so to do, make available to the Authority and its employees, and to the Authority's contractors and their employees, as determined by the Authority, all existing accommodation and other facilities owned by the State at or in the vicinity of the Blowering storage, except so far as they are required by the State for other works.

State to make available existing facilities at Blowering.

14.—(1.) The State will pay to the Authority all expenditure incurred by the Authority in designing, and constructing or causing to be constructed, the dam.

Payment of expenditure by State.

(2.) This expenditure will include a due allowance for the salaries and wages of the Authority and its employees, and for general and overhead charges computed in accordance with the present practices and procedures of the Authority, and will include all payments to contractors engaged by the Authority in connexion with the construction of the dam and any amounts paid by the Authority as compensation or damages in respect of or arising from the construction of the dam.

15.—(1.) The Authority will keep separate accounts of its expenditure in connexion with the design and construction of the dam, applying for that purpose its present practices and procedures for the allocation of general and overhead charges.

Separate accounts to be kept by Authority.

(2.) The accounts so kept will once at least in each year be subject to audit by the Auditor-General of the Commonwealth, who shall certify the amount of the expenditure incurred by the Authority in respect of each financial year in connexion with the design and construction of the dam, and payable by the State in accordance with clause 14 of this agreement.

(3.) A report on the audits carried out under the last preceding sub-clause and on the certificates referred to in that sub-clause in respect of each financial year shall be furnished by the Auditor-General of the Commonwealth to the State as soon as possible after the completion of the financial year.

16.—(1.) The State will maintain a cash advance to the Authority on the imprest system of an amount sufficient to meet the expenditure incurred by the Authority from time to time in respect of the construction and design of the dam.

Working advance by State.

(2.) The expenditure so incurred by the Authority shall be reimbursed to the Authority by the State monthly.

(3.) The unexpended balance, if any, of the amount of the cash advance at the date of the handing over of the dam to the State shall be refunded by the Authority to the State.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

17. The State will assume all liability and responsibility for the Blowering storage works and for their maintenance and operation. State to assume all liability for works.

PART III.—USE OF BLOWERING WATER FOR IRRIGATION.

18. The State undertakes that—

State to make full use for irrigation of water stored.

5 (a) within six months after the date of completion of the Blowering storage works, it will make available for application a minimum of 70 large irrigation farms within the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley, if sufficient water is then
10 stored in those storage works to ensure that the farms can be developed with safety;

(b) it will, after the date of completion of the Blowering storage works, make available within the Coleambally Irrigation Area such number of horticultural farms as may,
15 having regard to the demand for this type of farm, be found practicable and desirable; and

(c) subject to paragraphs (a) and (b) of this clause, it will,
20 within ten years from the date of completion of the Blowering storage works, unless otherwise agreed between the parties to this agreement, by progressively making available further large area farms in the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley or by other means, have fully utilised all the additional water to be provided by the construction of those works.

25 PART IV.—FINANCIAL ASSISTANCE.

19.—(1.) Subject to compliance by the State with the provisions of this agreement, other than clause 18 thereof, the Commonwealth will in accordance with and subject to the provisions of this agreement provide financial assistance to the State towards meeting the
30 cost incurred by the State after the date of this agreement of the design, construction and carrying out of the Blowering storage works (which cost is in this agreement referred to as “the cost incurred by the State”).

(2.) The cost incurred by the State shall be deemed to
35 include the amounts paid by the State to the Authority in accordance with clause 14 of this agreement.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

20.—(1.) The Commonwealth will, at the request of the State from Payments time to time, and subject to the provisions of this agreement, make by Common- payments to the State in pursuance of the last preceding clause of wealth. amounts equal to one-half of the cost incurred by the State.

5 (2.) The Commonwealth may, at the request of the State and at such times as the Treasurer of the Commonwealth thinks fit, make advances of such amounts as the Treasurer thinks fit to the State on account of amounts that may become payable to the State under the last preceding sub-clause.

10 (3.) An amount advanced by the Commonwealth under the last preceding sub-clause may be deducted by the Commonwealth from amounts to be paid subsequently under sub-clause (1.) of this clause, or, if there are no further amounts to be paid under the last-mentioned sub-clause, shall be refunded by the State to the 15 Commonwealth at the request of the Treasurer of the Commonwealth.

(4.) 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.) or sub-clause (2.) of this clause as the 20 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.

21. The State will not use or apply any payment made to it Use of by the Commonwealth under this agreement except for the purpose advances. 25 of meeting or reimbursing the cost incurred by the State.

22.—(1.) The State will pay to the Commonwealth interest on so Interest. 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.

30 (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.

(3.) The rate at which interest is payable by the State under 35 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.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

23.—(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. **Repayments by the State.**

(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 22 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.

24.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the cost incurred by the State shall be subject to audit by the Auditor-General of the State. **Audit.**

(2.) Until such time as the Blowering storage works are completed, all amounts to be paid by the Commonwealth under this agreement are paid, and supporting evidence to the satisfaction of the Treasurer of the Commonwealth in relation to the amounts paid is furnished by the State, a report on the audits and on the financial statements 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 inter alia—

(a) whether the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and

(b) whether the expenditure of moneys is in accordance with the agreement,

and including reference to such other matters arising out of the audits and financial statements as the Auditor-General of the State considers should be reported to the Treasurer of the Commonwealth.

PART

Blowering Dam (Snowy Mountains Hydro-electric Authority).

PART V.—MISCELLANEOUS.

25. The contribution to be made by the Authority to the cost of the Blowering storage works as provided for in clause 6 of the Snowy Mountains Agreement will comprise the additional cost, if any, as agreed between the Authority and the nominated Department, incurred in the construction of such additional works, or such enlargement of works, in connexion with the Blowering storage works as may be required by the Authority in connexion with the installation of the generating station.

10 26.—(1.) Either party to this agreement may determine this agreement, before any tenders exceeding in the aggregate Two million pounds for any of the works referred to in paragraphs (a) and (b) of sub-clause (3.) of clause 5 of this agreement are accepted, by notice in writing to the other party if the first-mentioned party is of opinion that the cost of the design and construction of the Blowering storage works will so substantially exceed the estimated cost as to be beyond its practicable financial capacity at that time.

Determina-
tion of
Agreement.

(2.) The estimated cost for purposes of this clause shall be the estimated cost as agreed between the Authority and the nominated Department as soon as practicable after the date of this agreement.

(3.) When a notice of determination has been given under sub-clause (1.) of this clause, all future obligations of the parties under the agreement shall thereupon cease to be binding but without prejudice to—

- 25 (a) the obligations of the State to repay to the Commonwealth moneys paid to it by the Commonwealth under this agreement, together with interest thereon as provided in this agreement ;
- 30 (b) the obligation of the State to pay to the Authority any amount payable or which if it were not for the determination of the agreement would otherwise become payable under clause 14 of this agreement ;
- 35 (c) the rights and obligations of the State, the Authority or a contractor under or in respect of any contract previously entered into by the Authority on behalf of the State under this agreement ; or
- (d) the rights and obligations of the State under sub-clause (3.) of clause 7 or under clause 17 of this agreement.

27. The State will from time to time at the request of the Commonwealth or the Authority furnish to the Commonwealth or the Authority, as the case may be, and the Authority will from time to time at the request of the State furnish to the State, such documents and information as may reasonably be required for the purpose of or in relation to this agreement.

Supply of
information.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

28. Any notice, request or other communication to be given or Notices.
 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
 5 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 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
 10 of the State or any person thereunto authorized in writing by the
 Treasurer of the State.

IN WITNESS WHEREOF this agreement has been signed on behalf of the parties thereto the day and year first above-written.

15 SIGNED for and on behalf of the
 Commonwealth of Australia by
 the Right Honourable Sir
 Robert Gordon Menzies, the
 Prime Minister of the Com-
 monwealth, in the presence of—
 20 W. SPOONER.
 Minister of State for National
 Development. } ROBERT MENZIES.

25 SIGNED for and on behalf of the
 State of New South Wales by
 the Honourable John Brophy
 Renshaw, the Acting Premier of
 the State, in the presence of—
 G. M. GRAY. } J. B. RENSHAW.

BY AUTHORITY:

The Board of Directors of the Corporation shall have the right to...
 to make, alter, amend, repeal, suspend, or reinstate...
 the bylaws of the Corporation, subject to the approval...
 of the stockholders at a meeting called for that purpose...
 by the Board of Directors.

The Board of Directors shall also have the right to...
 to purchase, lease, or otherwise acquire...
 real estate, personal property, or any interest...
 therein, for the purposes of the Corporation.

- 12. The Board of Directors shall have the right to...
- 13. The Board of Directors shall have the right to...
- 14. The Board of Directors shall have the right to...
- 15. The Board of Directors shall have the right to...
- 16. The Board of Directors shall have the right to...
- 17. The Board of Directors shall have the right to...
- 18. The Board of Directors shall have the right to...
- 19. The Board of Directors shall have the right to...
- 20. The Board of Directors shall have the right to...
- 21. The Board of Directors shall have the right to...
- 22. The Board of Directors shall have the right to...

BLOWERING DAM (SNOWY MOUNTAINS HYDRO-ELECTRIC AUTHORITY) BILL, 1963.

EXPLANATORY NOTE.

THE objects of this Bill are—

- (a) to ratify an agreement entered into between the Commonwealth of Australia and the State of New South Wales with respect to the construction by the Snowy Mountains Hydro-electric Authority as agent for the said State of a dam across the Tumut River at Blowering and part of the works incidental thereto, the construction of other works incidental thereto, and the provision of financial assistance by the Commonwealth to the State for those purposes subject to certain terms and conditions;
- (b) to provide for the carrying into effect of that agreement;
- (c) to amend the Blowering Dam Act, 1951, in certain respects;
- (d) to make provisions incidental and ancillary to the foregoing.

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY

RESEARCH REPORT

The following report was prepared by the author(s) and is being submitted to the Department of Chemistry for publication in the Journal of the American Chemical Society. The author(s) warrant that the report is a true and accurate representation of the work done and that it has not been previously published in whole or in part.

The author(s) wish to thank the following persons for their assistance and advice during the course of this work: [Name], [Name], and [Name].

CHICAGO, ILLINOIS

No. , 1963.

A BILL

To ratify and approve of an Agreement entered into between the Commonwealth of Australia of the one part and the State of New South Wales of the other part with respect to the construction by the Snowy Mountains Hydro-electric Authority as agent for the said State of a dam across the Tumut River at Blowering and part of the works incidental thereto, the construction of other works incidental thereto, and the provision of financial assistance by the Commonwealth to the State subject to certain terms and conditions; to provide for the carrying into effect of that Agreement; to validate certain matters; to amend the Blowering Dam Act, 1951, in certain respects; and for purposes connected therewith.

[MR. HAWKINS ;—14 *November*, 1963.]

Blowering Dam (Snowy Mountains Hydro-electric Authority).

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 "Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963".

Short title, construction and citation.

(2) This Act shall be read and construed with the Blowering Dam Act, 1951, which in this Act is referred to as the Principal Act.

(3) The Principal Act, as amended by this Act, may be cited as the Blowering Dam Act, 1951-1963.

2. In this Act, unless the context or subject matter otherwise indicates or requires—

Interpretation.

15 "Agreement" means the Agreement, a copy of which is set out in the Schedule to this Act.

"Authority" means the Snowy Mountains Hydro-electric Authority referred to in the Agreement.

20 "Commission" means the Water Conservation and Irrigation Commission.

"Nominated Department" means the nominated Department referred to in the Agreement.

3. (1) The Agreement is hereby approved, ratified and confirmed and the Authority is hereby authorised and empowered to carry out the Agreement.

Ratification.

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

(3)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(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 of the State, the Authority, the nominated Department, the Auditor-General or any other person specified therein are hereby sanctioned, authorised and confirmed.

4. Any act, matter or thing made, done, performed or Validation.
10 executed by or on behalf of the State, the Minister for Conservation, the Commission, the Authority, the nominated Department, the Auditor-General or any other person specified in the Agreement, or by any officer, employee, servant or agent of any of them, which would have been
15 lawful if this Act had been in force at the time such act, matter or thing was made, done, performed or executed is hereby validated.

5. The Principal Act is amended—

- (a) by omitting section three; Amendment of Act No. 24, 1951.
- (b) by omitting from section four the words “eleven million pounds” and by inserting in lieu thereof the words “twenty-three million pounds”; Sec. 3.
(The plan.)
Sec. 4.
(Estimated cost.)
- (c) by omitting the Schedule and by inserting in lieu thereof the following Schedule : — Subst. Schedule.

25

SCHEDULE.

Sec. 2.

(1) (a) A dam across the Tumut River at Blowering about 11 miles upstream from the town of Tumut of a height sufficient to store about 1,300,000 acre feet of water, together with
30 incidental works associated therewith.

(b) A spillway and outlet works, together with incidental works associated therewith.

(c)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

(c) Re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including telephone lines and transmission lines.

5 (d) Silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of the Schedule to the Blowering Dam (Snowy Mountains Hydro-electric Authority) Act, 1963.

10 (e) Establishment of borrow areas for soil and gravel and quarries for rock and aggregates.

(f) Construction of access and works roads together with structures incidental thereto.

15 (2) The whole of the work described in this Schedule to be subject to such modifications as may be deemed desirable by the Constructing Authority.

SCHEDULE.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

SCHEDULE.

Secs. 2, 3

AN AGREEMENT made this thirteenth day of August 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 the agreement (in this agreement called "the Snowy Mountains Agreement") made on the eighteenth day of September One thousand nine hundred and fifty-seven between the Commonwealth, the State and the State of Victoria and scheduled to the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth contained a provision, namely clause 6, reading as follows:—

"6.—(1) The State of New South Wales shall for the purpose of regulating waters of the Tumut River and the waters diverted thereto from the Eucumbene, Tooma or Murrumbidgee River catchments—

(a) as soon as is practicable construct, or cause to be constructed, storage works on the Tumut River at Blowering or at such other site on that river, and of such capacity, as that State determines;

(b) at all times maintain and keep those works in good order and condition.

(2) The Authority shall have the right to install at this storage a generating station of such capacity as it may determine.

(3) If requested by the Authority before the State commences the construction of the said storage works so to do, the State shall, in the construction of works under this clause, make provision for the installation by the Authority of a generating station pursuant to the last preceding sub-clause.

(4) The Authority shall contribute such proportion of the cost of the works to be constructed under this clause as is agreed upon, after the site and capacity of the storage works and the capacity of the generating station referred to in his clause have been determined, by the Commonwealth and the State of New South Wales.":

AND WHEREAS the Snowy Mountains Hydro-electric Authority (in this agreement called "the Authority") being the corporation referred to under that name in the *Snowy Mountains Hydro-electric Power Act 1949-1958* of the Commonwealth, the *Snowy Mountains Hydro-electric Agreements Act, 1958* of the State, and the *Snowy Mountains*

Blowering Dam (Snowy Mountains Hydro-electric Authority).

Mountains Hydro-electric Agreements Act 1958 of the State of Victoria may, under sub-section (2) of section 16 of the *Snowy Mountains Hydro-electric Power Act* 1949-1958 of the Commonwealth, have, perform or exercise a capacity, function, power, authority or duty conferred or imposed upon it by an Act of the Parliament of the State of New South Wales or the State of Victoria:

AND WHEREAS the State desires to arrange for the construction of the said storage works on the Tumut River at Blowering (which storage works are in this agreement called "the Blowering storage works") at a site and of a capacity determined by the State and referred to in this agreement:

AND WHEREAS the Authority proposes to request the State to make provision for the installation by the Authority of a generating station of a capacity to be determined by the Authority, which the State is required to do under the said clause 6 of the Snowy Mountains Agreement:

AND WHEREAS the State has requested the Authority to undertake the design and construction of part of the Blowering storage works at the cost of the State, to which the Commonwealth is agreeable:

AND WHEREAS the State has sought financial assistance from the Commonwealth towards the cost of designing and constructing the Blowering storage works:

AND WHEREAS the Government of the Commonwealth has agreed to submit to its Parliament legislation providing under section 96 of the Constitution of the Commonwealth 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:

AND WHEREAS this agreement is conditional on the State passing legislation to authorize and empower the Authority to carry out this agreement:

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

PART I.—GENERAL.

1. The Government of the Commonwealth will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement and providing under section 96 of the Constitution of the Commonwealth 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.

Approval of agreement by Commonwealth.

2.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

2. The Government of the State will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement, authorizing and empowering the Authority to carry out this agreement, and repealing or amending section 4 of the *Blowering Dam Act*, 1951 of the State so as to enable this agreement to be carried out.

Approval
of agree-
ment by
State.

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 of the Commonwealth and of the State and until the legislation referred to in clauses 1 and 2 of the agreement has been passed and it shall commence and come into full force and effect when it is approved by the Parliaments of the Commonwealth and of the State and the legislation referred to in clauses 1 and 2 of the agreement is passed.

Commence-
ment of
agreement.

4. The Commonwealth will secure the performance by the authority of its obligations arising pursuant to this agreement.

Perform-
ance by
Authority.

PART II.—CONSTRUCTION OF THE BLOWERING STORAGE
AND GENERATING STATION WORKS

5.—(1.) The Blowering storage works shall be the works required to regulate the Tumut River and the waters diverted thereto from the Eucumbene, Tooma and Murrumbidgee River catchments in accordance with clause 6 of the Snowy Mountains Agreement.

Descrip-
tion of
Works.

(2.) The Blowering storage works shall provide a storage of an approximate capacity of 1,300,000 acre-feet of water and shall be constructed at Blowering about 11 miles upstream from the town of Tumut.

(3.) The Blowering storage works shall consist of and include—

(a) a dam across the Tumut River of a height sufficient to store about 1,300,000 acre-feet of water, together with incidental works associated therewith ;

(b) a spillway and outlet works, together with incidental works associated therewith ;

(c) re-location of existing roads, together with structures incidental thereto, and re-location or re-establishment of other existing services, including transmission lines and telephone lines ;

(d)

Blowering Dam (Snowy Mountains Hydro-electric Authority).

- 5 (d) silt dams and weirs on the Tumut River and tributaries upstream of the storage to prevent siltation within the reservoir, and works necessary for the protection of the foreshores of the storage, if field investigations show these dams, weirs and works to be necessary and if they are carried out within the period referred to in clause 11 of this agreement;
- 10 (e) the acquisition of the land required for the construction of the dam, spillway, outlet works, and incidental works, and for ultimate inundation, and for the re-location of existing roads, together with structures incidental thereto, and services, including transmission lines and telephone lines, and for the silt dams and weirs and for works necessary for the protection of the foreshores.
- 15 (4.) The generating station and any other works associated with the generating station (in this agreement collectively called "the generating station") to be installed in association with the Blowering storage works will be of a capacity to be determined by the Authority.
- 20 6. The Authority will, under the authority and power conferred by the legislation of the State as aforesaid, design that part of the Blowering storage works referred to in paragraphs (a) and (b) of sub-clause (3.) of clause 5 of this agreement (which part is in this agreement collectively referred to as "the dam"). Design of storage works.
- 25 7.—(1.) The Authority will, as agent for the State, and under the authority and power conferred by the legislation of the State previously referred to, construct or cause to be constructed the dam. Construction of dam.
- 30 (2.) The whole or any part of the construction of the dam may be carried out under a contract or contracts with a contractor or contractors in accordance with the Authority's established procedures, under which contract or contracts the Authority will be expressed to contract as agent for the State, and the Authority will administer and supervise those contracts and make all payments in respect of them on behalf of the State.
- 35 (3.) The Authority will ensure that the works are constructed efficiently and in accordance with sound engineering and financial practices, but those works and all acts and operations in carrying out those works shall be at the sole cost and risk of the State.
- 40 (4.) Each contract entered into by the Authority under this clause shall be drawn so as to enable the State to proceed directly against the contractor in respect of any breach of the contract or any defective work or negligence on the part of the contractor or his sub-contractors or employees.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

8.—(1.) In the event of any difference of opinion between the Authority and the nominated Department as to any major matter of design or construction of the dam the State shall have the final decision.

State to have final decision in major matters.

5 (2.) The State shall have the final decision on the acceptance of tenders for the dam.

9.—(1.) The State will carry out the works referred to in paragraphs (c), (d) and (e) of sub-clause (3.) of clause 5 of this agreement.

Work to be carried out by the State.

10 (2.) The State shall ensure that the works to be carried out by it are carried out efficiently and in conformity with sound engineering and financial practices.

10. The State will acquire an estate in fee simple in all lands other than Crown lands required for the Blowering storage works, the land to be inundated, and the generating station, and will grant the Authority free use of such portion of those lands as the Authority considers necessary for the purposes of this agreement.

State to acquire land.

11. The State and the Authority will discharge their respective obligations and responsibilities under this agreement in such a manner as to permit the design and construction of the Blowering storage works to proceed in accordance with a programme agreed between them so that those works will be in service within six years from the date of this agreement, unless otherwise agreed between the parties to this agreement.

Programme of work.

25 12.—(1.) The State will supply to the Authority all design and construction data in relation to the construction of the dam available to the State at the date of this agreement.

Consultation.

30 (2.) The Authority will from time to time consult with the State Department nominated for the purpose by the State (in this agreement called "the nominated Department") on major matters of design and construction of the dam, and will keep that Department informed on technical aspects of design and construction including test results and provide "works as executed" drawings.

35 (3.) The Authority will ensure that officers of the nominated Department are afforded opportunities to observe the various phases of construction of the dam.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

13. The State will, for the duration of the construction of the dam and the generating station, if requested by the Authority so to do, make available to the Authority and its employees, and to the Authority's contractors and their employees, as determined by the Authority, all existing accommodation and other facilities owned by the State at or in the vicinity of the Blowering storage, except so far as they are required by the State for other works.

State to make available existing facilities at Blowering.

14.—(1.) The State will pay to the Authority all expenditure incurred by the Authority in designing, and constructing or causing to be constructed, the dam.

Payment of expenditure by State.

(2.) This expenditure will include a due allowance for the salaries and wages of the Authority and its employees, and for general and overhead charges computed in accordance with the present practices and procedures of the Authority, and will include all payments to contractors engaged by the Authority in connexion with the construction of the dam and any amounts paid by the Authority as compensation or damages in respect of or arising from the construction of the dam.

15.—(1.) The Authority will keep separate accounts of its expenditure in connexion with the design and construction of the dam, applying for that purpose its present practices and procedures for the allocation of general and overhead charges.

Separate accounts to be kept by Authority.

(2.) The accounts so kept will once at least in each year be subject to audit by the Auditor-General of the Commonwealth, who shall certify the amount of the expenditure incurred by the Authority in respect of each financial year in connexion with the design and construction of the dam, and payable by the State in accordance with clause 14 of this agreement.

(3.) A report on the audits carried out under the last preceding sub-clause and on the certificates referred to in that sub-clause in respect of each financial year shall be furnished by the Auditor-General of the Commonwealth to the State as soon as possible after the completion of the financial year.

16.—(1.) The State will maintain a cash advance to the Authority on the imprest system of an amount sufficient to meet the expenditure incurred by the Authority from time to time in respect of the construction and design of the dam.

Working advance by State.

(2.) The expenditure so incurred by the Authority shall be reimbursed to the Authority by the State monthly.

(3.) The unexpended balance, if any, of the amount of the cash advance at the date of the handing over of the dam to the State shall be refunded by the Authority to the State.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

17. The State will assume all liability and responsibility for the Blowering storage works and for their maintenance and operation. State to assume all liability for works.

PART III.—USE OF BLOWERING WATER FOR IRRIGATION.

18. The State undertakes that—

- 5 (a) within six months after the date of completion of the Blowering storage works, it will make available for application a minimum of 70 large irrigation farms within the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley, if sufficient water is then stored in those storage works to ensure that the farms can be developed with safety; State to make full use for irrigation of water stored.
- 10
- 15 (b) it will, after the date of completion of the Blowering storage works, make available within the Coleambally Irrigation Area such number of horticultural farms as may, having regard to the demand for this type of farm, be found practicable and desirable; and
- 20 (c) subject to paragraphs (a) and (b) of this clause, it will, within ten years from the date of completion of the Blowering storage works, unless otherwise agreed between the parties to this agreement, by progressively making available further large area farms in the Coleambally Irrigation Area or other Irrigation Areas within the Murrumbidgee Valley or by other means, have fully utilised all the additional water to be provided by the construction of those works.

25 PART IV.—FINANCIAL ASSISTANCE.

19.—(1.) Subject to compliance by the State with the provisions of this agreement, other than clause 18 thereof, the Commonwealth will in accordance with and subject to the provisions of this agreement provide financial assistance to the State towards meeting the cost incurred by the State after the date of this agreement of the design, construction and carrying out of the Blowering storage works (which cost is in this agreement referred to as “the cost incurred by the State”). Financial Assistance.

30

(2.) The cost incurred by the State shall be deemed to include the amounts paid by the State to the Authority in accordance with clause 14 of this agreement.

35

Blowering Dam (Snowy Mountains Hydro-electric Authority).

20.—(1.) The Commonwealth will, at the request of the State from Payments
time to time, and subject to the provisions of this agreement, make by Common-
payments to the State in pursuance of the last preceding clause of wealth.
amounts equal to one-half of the cost incurred by the State.

5 (2.) The Commonwealth may, at the request of the State and
at such times as the Treasurer of the Commonwealth thinks fit, make
advances of such amounts as the Treasurer thinks fit to the State on
account of amounts that may become payable to the State under the
last preceding sub-clause.

10 (3.) An amount advanced by the Commonwealth under the
last preceding sub-clause may be deducted by the Commonwealth
from amounts to be paid subsequently under sub-clause (1.) of this
clause, or, if there are no further amounts to be paid under the
last-mentioned sub-clause, shall be refunded by the State to the
15 Commonwealth at the request of the Treasurer of the Commonwealth.

(4.) The State will furnish to the Treasurer of the Com-
monwealth 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.) or sub-clause (2.) of this clause as the
20 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.

21. The State will not use or apply any payment made to it Use of
by the Commonwealth under this agreement except for the purpose advances.
25 of meeting or reimbursing the cost incurred by the State.

22.—(1.) The State will pay to the Commonwealth interest on so Interest.
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.

30 (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.

(3.) The rate at which interest is payable by the State under
35 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.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

23.—(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. Repayments
by the
State.

(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 22 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.

24.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the cost incurred by the State shall be subject to audit by the Auditor-General of the State. Audit.

(2.) Until such time as the Blowering storage works are completed, all amounts to be paid by the Commonwealth under this agreement are paid, and supporting evidence to the satisfaction of the Treasurer of the Commonwealth in relation to the amounts paid is furnished by the State, a report on the audits and on the financial statements 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 inter alia—

(a) whether the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and

(b) whether the expenditure of moneys is in accordance with the agreement,

and including reference to such other matters arising out of the audits and financial statements as the Auditor-General of the State considers should be reported to the Treasurer of the Commonwealth.

PART

Blowering Dam (Snowy Mountains Hydro-electric Authority).

PART V.—MISCELLANEOUS.

25 The contribution to be made by the Authority to the cost of Authority's
the Blowering storage works as provided for in clause 6 of the contribution
Snowy Mountains Agreement will comprise the additional cost, if to cost of
5 any, as agreed between the Authority and the nominated Department, Blowering
incurred in the construction of such additional works, or such enlarge storage
ment of works, in connexion with the Blowering storage works as works.
may be required by the Authority in connexion with the installation
of the generating station.

10 26.—(1.) Either party to this agreement may determine this Determina-
agreement, before any tenders exceeding in the aggregate Two million tion of
pounds for any of the works referred to in paragraphs (a) and Agreement.
(b) of sub-clause (3.) of clause 5 of this agreement are accepted,
15 by notice in writing to the other party if the first-mentioned party
is of opinion that the cost of the design and construction of the
Blowering storage works will so substantially exceed the estimated
cost as to be beyond its practicable financial capacity at that time.

(2.) The estimated cost for purposes of this clause shall be the
estimated cost as agreed between the Authority and the nominated
20 Department as soon as practicable after the date of this agreement.

(3.) When a notice of determination has been given under
sub-clause (1.) of this clause, all future obligations of the parties
under the agreement shall thereupon cease to be binding but without
prejudice to—

- 25 (a) the obligations of the State to repay to the Commonwealth
moneys paid to it by the Commonwealth under this agree-
ment, together with interest thereon as provided in this
agreement ;
- 30 (b) the obligation of the State to pay to the Authority any
amount payable or which if it were not for the determina-
tion of the agreement would otherwise become payable
under clause 14 of this agreement ;
- 35 (c) the rights and obligations of the State, the Authority or a
contractor under or in respect of any contract previously
entered into by the Authority on behalf of the State under
this agreement ; or
- (d) the rights and obligations of the State under sub-clause
(3.) of clause 7 or under clause 17 of this agreement.

27. The State will from time to time at the request of the Com- Supply of
40 monwealth or the Authority furnish to the Commonwealth or the information.
Authority, as the case may be, and the Authority will from time
to time at the request of the State furnish to the State, such docu-
ments and information as may reasonably be required for the purpose
of or in relation to this agreement.

Blowering Dam (Snowy Mountains Hydro-electric Authority).

28. Any notice, request or other communication to be given or Notices.
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
5 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 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
10 of the State or any person thereunto authorized in writing by the
Treasurer of the State.

IN WITNESS WHEREOF this agreement has been signed on
behalf of the parties thereto the day and year first above-written.

15 SIGNED for and on behalf of the
Commonwealth of Australia by
the Right Honourable Sir
Robert Gordon Menzies, the
Prime Minister of the Com-
monwealth, in the presence of—
20 W. SPOONER.
Minister of State for National
Development. } ROBERT MENZIES.

25 SIGNED for and on behalf of the
State of New South Wales by
the Honourable John Brophy
Renshaw, the Acting Premier of
the State, in the presence of—
G. M. GRAY. } J. B. RENSHAW.

