

BURRINJUCK HYDRO-ELECTRIC (CANBERRA AGREEMENT) ACT.

Act No. 16, 1929.

George V,
No. 16, 1929.

An Act to ratify a certain Agreement made between the Minister for Public Works and the Federal Capital Commission relating to the supply of electrical energy. [Assented to, 8th April, 1929.]

BE it enacted by the King'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.

1. (1) This Act may be cited as the "Burrinjuck Hydro-Electric (Canberra Agreement) Act, 1929."

(2) This Act shall bind the Crown.

2.

2. The Agreement, a copy of which is contained in the Schedule to this Act, is hereby ratified, and may be carried into effect by the Minister for Public Works.

No. 16, 1929.

Ratification
of agreement.

SCHEDULE.

AGREEMENT made this eighteenth day of March, one thousand nine hundred and twenty-nine, between the Minister for Public Works of the State of New South Wales, the Constructing Authority duly constituted by the Public Works Act, 1912, and the Hydro-Electric Development (Construction) Act, 1919, (hereinafter referred to as "The Minister") of the one part and the Federal Capital Commission duly constituted by the "Seat of Government (Administration) Act, 1924-1926," of the Commonwealth (hereinafter referred to as "the Commission") of the other part.

WHEREAS the Minister is by the two firstmentioned Acts (being Acts of the said State) authorised to construct the works sanctioned by the Act secondly above referred to and whereas the Commission is authorised to provide electrical energy in relation to the Federal Capital Territory now this Agreement witnesseth and it is hereby covenanted and agreed by and between the parties hereto as follows:--

1. In this Agreement—

"The Under-Secretary" shall mean the Under-Secretary of the Department of Public Works of the said State or the person acting as such for the time being.

"The State Engineer" shall mean the officer in charge for the time being of the works sanctioned by the said Hydro-Electric Development (Construction) Act, 1919, or his deputy appointed by the Minister.

"Secretary" shall mean the Secretary of the Commission or the person acting as such for the time being.

"The Commission Engineer" shall mean the Chief Engineer of the Commission for the time being or his deputy appointed by the Commission.

"Contract period" shall mean the period commencing on the date on which the Minister commences to supply electrical energy under this Agreement and ending on the date on which this Agreement terminates.

"Federal Capital Territory" shall mean the Territory accepted by the Commonwealth in pursuance of the seat of Government Acceptance Act, 1909.

"Month" shall mean calendar month.

"K.V.A." shall mean Kilovolt ampere.

"K.W." shall mean Kilowatt.

"Unit" shall mean one Kilowatt Hour.

2. The Minister shall proceed with all reasonable speed to construct the necessary works to enable him to fulfil this Agreement.

3.

Burrinjuck Hydro-Electric (Canberra Agreement) Act.

No. 16, 1929.

3. (a) Subject to the next succeeding subclause of this clause this Agreement shall continue in force until the expiration of ten (10) years commencing on the 1st September, 1929, provided that before such date this Agreement shall have been ratified as required by clause 18 hereof (which period of ten (10) years is hereinafter called the first period) and thereafter unless and until determined by either party giving to the other at any time twelve months' previous notice in writing of determination which notice may be given at any time on or after the commencement of the last year of the first period.

(b) In the event of the Commission desiring this Agreement to continue in force for a further period of ten years after the first period and giving to the Minister notice in writing of such its desire not later than the first day of September, 1938, this Agreement shall continue for the said further period of ten (10) years and thereafter unless and until determined by either party giving to the other at any time twelve months' previous notice in writing of determination which notice may be given at any time on or after the commencement of the last year of the said further period.

4. The Commission agrees so long as the Minister is maintaining to the extent of his liability under this Agreement an efficient and continuous supply of electrical energy not to purchase or obtain electrical energy from any person company firm or authority other than the Minister but nothing in this Agreement shall be construed as limiting the powers of the Commission to manufacture and supply electrical energy from its own power plant or plants.

5. The Minister shall supply and the Commission shall take a supply of electrical energy as defined in this Agreement at a point to be selected by the Commission in the switch-board within the Power Station at Canberra such point being hereinafter referred to as the "point of supply." The Minister shall commence the supply aforesaid at noon on 1st September, 1929, provided that before such date this Agreement shall have been ratified as required by clause 18 hereof. The Minister shall be responsible for the supply erection and maintenance of all poles cables and other apparatus up to the point of supply and the Commission shall be responsible for the supply erection and maintenance of all poles cables and other apparatus beyond the point of supply. Should the Commission require the Minister to give supply at some point in addition to the point of supply the conditions of this Agreement shall apply to the additional point or points of supply and the Commission shall reimburse the Minister in respect of the extra expenses if any incurred by him in giving supply at such additional point or points over and above what would have been incurred to supply the same amount of power at the point of supply the amount thereof and the method of reimbursement whether by lump sum instalments or an increased charge for electrical energy supplied at such point or points to be agreed upon by the parties and in default of such agreement to be determined by arbitration provided that the obligations of the Minister under this clause are subject to the grant by the Commission to him of the licenses referred to in clause 13.

6. The electrical energy to be supplied under this Agreement shall be at a pressure of five thousand five hundred volts (5,500) and shall be

be three-phase alternating current at a frequency of fifty cycles per second and shall be available continuously for twenty-four hours per day during every day of the contract period. The voltage and frequency referred to in this clause shall mean the voltage and frequency mentioned with a margin of two and one half per centum either way. Any variations in the voltages and/or frequency by reasons of momentary variation of loading due to a cause outside the control of the Minister shall not be a breach of this clause.

7. (a) The amount of electrical energy which the Minister shall be required to supply to the Commission shall be such electrical energy as the Commission may from time to time by not less than eighteen months' previous notice in writing notify the Minister that it requires from the Minister.

(b) A notice under this clause may not be given before the 30th day of June, 1930.

(c) Until any notice is given under this clause the Minister agrees to supply to the Commission such electrical energy as the Commission may from time to time require the Minister to supply but not exceeding two thousand five hundred (2,500) K.W. of maximum demand.

(d) The Minister shall not by any notice be required to supply additional electrical energy to the Commission in excess of twenty-five (25) per centum of the amount which at the date of such notice he is bound to supply under this Agreement. Should the needs of the Commission however exceed twenty-five (25) per centum of such amount the Minister will use his best endeavours to meet the same.

(e) In the event of the Commission giving to the Minister notice in accordance with this clause that it will require an additional amount of electrical energy and the Commission not taking each year eighty (80) per centum of the total amount which the Minister is bound to provide pursuant to such notice the Commission shall pay to the Minister each year eighty (80) per centum of the value of such total amount calculated in accordance with subclause (a) of clause 9 of this Agreement instead of the demand charge payable thereunder and in addition to the unit charge payable thereunder. Should the Commission however take 80 per centum or more of such total amount the Commission shall pay to the Minister an amount calculated on the maximum demand and unit consumption as provided in the said subclause (a) of clause 9; Provided that nothing in this subclause contained shall abrogate the liability of the Commission under subclause (c) of clause 9 of this Agreement. In this subclause "year" shall mean the period of twelve months commencing on the day of the month in the calendar year when the Minister becomes bound to supply additional electrical energy pursuant to the notice hereinbefore referred to or on the same day of that month in any subsequent year.

(f) Notwithstanding anything in this clause contained the Minister shall not be required to supply to the Commission at any time electrical energy exceeding 10,000 K.W. of maximum demand.

8. The maximum demand and unit consumption under this Agreement shall be measured as follows:—

Three sets of instruments each consisting of one maximum demand indicator and one kilowatt hour meter shall be installed in series as near as possible to the point of supply. Two sets shall be the property of the Minister and be provided by and maintained at the expense of the Minister and one set shall be the property of the Commission and be provided by and maintained at the expense of the Commission. These instruments shall be read monthly and records of the readings kept both by the Minister and the Commission. The instruments shall be sealed and the seals shall not be broken except in pursuance of 7 days' notice previously given to the Commission or after arrangement between the authorised representatives of the parties. A representative of the Commission and a representative of the Minister shall be entitled to be present at the breaking of the seals. The average of the readings of the three respective meters aforesaid multiplied by their respective constants if any shall subject as hereinafter mentioned be taken as conclusive evidence of the electrical energy supplied to the Commission and the maximum demand. If the reading of each meter is within two (2) per centum of the average of the readings of the three respective meters each meter will be considered correct for the purposes of accounts. If however the reading of any meter shows a difference from the average of the readings of the three meters of more than two (2) per centum the reading of this meter shall not be considered and the average of the readings of the two remaining meters will be considered correct for the purposes of accounts. The meter recording the difference from the average of the readings of the three meters of more than two (2) per centum shall as soon as possible be calibrated at a test to be mutually arranged between the State Engineer and the Commission Engineer or replaced by a new meter. If at any time two meters only be in service the average of the readings of the two meters shall be accepted for the purposes of accounts by both parties: Provided that such average is within three (3) per centum of the readings of each meter but if such average is not within three (3) per centum of the reading of each meter each meter shall as soon as possible be calibrated at a test to be mutually arranged between the State Engineer and the Commission Engineer or replaced by a new meter and the accounts in respect of the period since the last preceding monthly reading of the meters shall be adjusted in accordance with the result of the test. If none of the foregoing provisions shall be applicable in respect of any period the quantities for the purposes of accounts for such period shall be such as shall be agreed upon between the parties or in default of agreement as shall be determined by arbitration. The indicator charts if such be used shall be kept for twelve months after removal from the instruments and shall be available for inspection by either party at any reasonable time during that period.

9. (a) The price to be paid by the Commission to the Minister for the electrical energy supplied to it shall be as follows:—

A demand charge at the rate of ten pounds (£10) per K.V.A. of maximum demand per annum and a unit charge of two-tenths of a penny (0.2d.) for each unit supplied.

Provided

Provided that—

- i. In the event of the maximum demand exceeding two thousand (2,000) K.V.A., but not exceeding two thousand five hundred (2,500) K.V.A., no charge shall be made for so much of such demand as exceeds two thousand (2,000) K.V.A.;
- ii. In the event of the maximum demand exceeding two thousand five hundred (2,500) K.V.A. the rate for all demand shall be eight pounds (£8) per K.V.A. of maximum demand per annum;
- iii. All units supplied in excess of two millions (2,000,000) during any year shall be charged for at the rate of one-tenth of a penny (0.1d.) per unit;
- iv. The total charge to be made by the Minister under this subclause calculated on both the demand charge and the unit charge shall not exceed one penny (1d.) per unit.

(b) All accounts to be rendered under subclause (a) of this clause shall be rendered monthly in arrear on the first day of each month. Payment shall be made within fourteen days of the receipt of each such account.

(c) In the event of the amount payable by the Commission to the Minister for electrical energy supplied to it under this Agreement during any year on the method of computation hereinbefore set out in this clause or required by it in accordance with clause 7 of this Agreement being less than £15,000 or in the event of the Minister being ready so to supply the same during any year and the Commission not taking supply the Commission shall at the end of every such year forthwith pay to the Minister the amount of the deficiency or the said sum as the case may be:

Provided that in the event of a failure of supply of electrical energy occurring from any cause for any period exceeding one hour during any year except the default of the Commission or a discontinuance by the Minister under clause 11 of this Agreement the reference in this clause to the sum of £15,000 shall be deemed to be a reference to that sum less an amount which bears the same proportion to that sum as the period of such failure bears to the period of twelve months.

In the event of this Agreement terminating during the currency of any year each reference in this clause to £15,000 shall for the purpose of calculating the amount of the deficiency or other sum (if any) which the Commission is required to pay to the Minister under this subclause in respect of the period commencing upon the expiration of the previous year and ending upon the date of the termination of this Agreement be deemed to be a reference to an amount which bears the same proportion to the said sum as the said period bears to the period of twelve months.

In this clause "year" means the period of twelve months commencing on the first day of September one thousand nine hundred and twenty-nine or on the same day of that month in any subsequent calendar year.

10. The term "maximum demand" shall mean the average rate of supply as measured over that period of thirty minutes showing the maximum reading on the indicator during any one month the figures

142 **Burrinjuck Hydro-Electric (Canberra Agreement) Act.**

No. 16, 1929.

so obtained to be taken as the basis of payment for maximum demand for that month and the next eleven months. But should a greater maximum demand be indicated in any month during the said period of eleven months the maximum demand originally indicated shall be taken up to the end of the previous month only and the greater maximum demand so indicated will thereupon become the maximum demand for the month in which it is indicated and the next eleven months unless in turn exceeded as above provided.

11. (a) The Commission shall so far as is practicable operate its distribution system in such a way as not to dislocate the Minister's electricity supply system. It shall balance its phases so far as is practicable and shall give due notice of any special demand or incident likely to affect the operation of the Minister's system generally.

(b) On receipt of a notice from the Minister the Commission shall instal a circuit breaker so set as to clear a short circuit occurring on the Commission's side before the breaker installed on the Minister's side of the point of supply.

12. (a) The demand charge shall not be payable in respect of any period during which the Minister from any cause whatever except the default of the Commission or a discontinuance by the Minister under clause 11 of this Agreement fails to supply electrical energy.

(b) The Minister shall give to the Commission the longest practicable notice of anything likely to affect continuity of supply.

(c) The Minister shall not be liable in damages for any breach of this Agreement by reason of the failure of supply of electrical energy due to strikes accident or any other cause which could not reasonably have been foreseen or which was not within the control of the Minister: Provided that the Minister shall take all reasonable measures to remedy the failure without delay.

(d) Nothing contained in this clause shall prejudice any right of the Commission arising out of this Agreement where a failure of supply occurs through any cause other than strike accident or other cause which could not reasonably have been foreseen or which was not within the control of the Minister.

13. The Commission will grant free of charge to the Minister a license to erect use and maintain in the Federal Capital Territory such transmission lines plant and equipment as shall be necessary to enable him to fulfil this Agreement. Such license shall include a right to the Minister to remove and/or renew the said transmission lines plant and equipment and to carry away the same on the termination of the license. The route and design of such transmission lines and the housing of such plant and equipment shall be subject to the approval of the Commission but should the Commission require the substitution of lines poles fittings or other apparatus of its own design in place of the standard apparatus employed by the Minister any additional expense incurred by the Minister in complying with such requirements shall be borne by the Commission. The Minister undertakes to provide dressed and painted poles within the Canberra City District. The Commission agrees to indemnify the Minister against all rates and taxes which may be imposed by or under any law of the Commonwealth or the Federal Capital Territory on the Minister or the State of New South Wales in respect of such licenses.

14. (a) The Minister agrees that after the termination of the existing Agreement between the Honourable the Minister for Home and Territories of the one part and the Council of the Municipality of Queanbeyan of the other part dated the eighth day of December one thousand nine hundred and twenty-one for the supply of electrical energy to the said Council and upon notice in writing given by the Commission to the Minister the Minister will pay to the Commission the value of all transmission lines the property of the Commonwealth or the Commission used in connection with the supply provided for under that Agreement and the Commission agrees that it will thereupon transfer or cause to be transferred the property in such transmission lines to the Minister. The value mentioned in this clause shall be the value of the transmission lines at the date of the notice hereinbefore referred to in this subclause as determined by agreement between the Commission and the Minister or in default of such agreement as determined by arbitration.

(b) The Commission may, upon payment to the Minister of the charges hereinafter mentioned, use the poles of the said transmission lines for the purpose of carrying such local services as are being supplied from the said lines at the time of making this Agreement. The charges shall be 4s. per annum per pole carrying low tension conductors and 6s. per annum per pole carrying high tension conductors and for the purposes of this provision conductors capable of carrying over 600 volts shall be high-tension conductors and other conductors shall be low-tension conductors.

(c) On the payment by the Minister to the Commission of the value of the said transmission lines the Commission will if required by the Minister grant free of charge to the Minister a license to use and maintain until the termination of this Agreement the said transmission lines so purchased for and in connection with the supply of electrical energy to the said Council and/or others. Such license shall include a right in the Minister to remove and/or renew the said transmission lines or any parts thereof and to carry away the same on the termination of the license.

(d) The Minister shall not without the consent of the Commission supply or agree to supply electrical energy to the said Council otherwise than through the said transmission lines.

(e) During the period between the date of commencement of supply of electrical energy by the Minister to the Commission and the transfer of the said transmission lines to the Minister the Minister may transmit electrical energy along the said transmission lines to the said Council or to any other prospective consumer.

(f) The Commission agrees to dispense with notice by the Council of the Municipality of Queanbeyan of termination of the agreement referred to in subclause (a) of this clause and shall cease to supply electrical energy to the Council of the Municipality of Queanbeyan on the date of commencement of supply of electrical energy by the Minister to the Commission.

15. (a) The Minister agrees notwithstanding the terms of clause 9 of this Agreement that should he make to his consumers generally any reduction in the price of electrical energy derived from the works sanctioned

144 **Burrinjuck Hydro-Electric (Canberra Agreement) Act.**

No. 16, 1929.

sanctioned by the said Hydro-Electric Development (Construction) Act, 1919, he will without delay offer in writing to the Commission the option of transferring to such lower rates in preference to the rates set out in clause 9 of this Agreement. In the event of the Commission desiring to accept such offer it shall notify its acceptance in writing to the Minister without delay after receipt of the offer.

(b) Should the said option of transferring become exercisable and be exercised by the Commission the rates to which the Commission has thereby transferred shall be increased or decreased from time to time to the same extent as the price of electrical energy derived from the said works shall be increased or decreased from time to time by the Minister to his consumers generally: Provided that the Commission shall not be liable under the rates in force under this and the preceding subclause to pay to the Minister in respect of any period amounts exceeding those which would have been payable in respect of that period under clause 9 of this Agreement.

(c) Nothing in this clause contained shall abrogate the liability of the Commission under subclause (c) of clause 9 of this Agreement but the amounts (if any) from time to time payable by the Commission to the Minister under such subclause shall be so payable notwithstanding any transfer and alteration of rates under this clause: Provided that the amounts of the deficiencies payable under subclause (c) of clause 9 shall in the case of such transfer be calculated from the amounts payable under such transferred and altered rates instead of from the amounts payable on the method mentioned in subclause (a) of clause 9 of this Agreement.

(d) "Consumers generally" in this clause does not include the Commission.

16. If any dispute question or difference shall arise between the Minister and the Commission touching the meaning or construction of these presents or any clause herein contained or any matter or thing arising hereunder or incident thereto or where by any provision of this Agreement any matter is to be determined by arbitration then the same shall be determined by two arbitrators one to be appointed by the Minister and the other by the Commission under the laws of the said State for the time being relating to arbitration.

17. (a) Any notice or communication to be given or made under this Agreement by the Minister to the Commission shall be deemed to have been duly given or made if signed by or on behalf of the Under Secretary and delivered at the office of the Commission or sent by prepaid post addressed to the Secretary at the Commission's office at Canberra.

(b) Any notice or communication to be given or made under this Agreement by the Commission to the Minister shall be deemed to have been duly given or made if signed by or on behalf of the Secretary and delivered at the office of the Under-Secretary or sent by prepaid post addressed to the Under-Secretary at his office at Sydney.

(c) Any notice or communication to be given or made in connection with the supply of electrical energy other than notices specifically referred to in this Agreement shall be deemed to have been duly given

Burrinjuck Hydro-Electric (Administration) Act.

145

given or made if given by or to such officers of the Minister or the Commission respectively and in such manner as shall be mutually arranged between the Minister and the Commission to give and receive notices or communications from time to time.

No. 16, 1929.

18. This Agreement is subject to ratification by the Parliament of the said State and shall not be of any force or effect until ratified by such Parliament.

In witness whereof the parties have executed these presents the day and year first hereinbefore written.

The Official Seal of the Minister for Public Works of the State of New South Wales as Constructing Authority was affixed hereto and he has signed these presents in the presence of

C. Tye.

(L.S.) E. A. BUTTENSHAW.

The Common Seal of The Federal Capital Commission was hereunto affixed in the presence of

(L.S.) J. H. BUTTERS, Chief Commissioner.
C. S. DALEY, Secretary.

I hereby sanction the foregoing Agreement.

C. L. ABBOTT,
Minister for Home Affairs.

(Date) 18th March, 1929.