



Murray Irrigation

WORKS POLICY

The Policy contains the principles and procedures relevant to the efficient maintenance of MIL's supply and drainage channel infrastructure and it is the Landholders responsibility to be aware of the terms of the Policy and to comply with it in all respects. In interpreting the Policy, Members should make particular reference to the meaning of the words and expressions as defined in 1.1 and 1.2.

1 INTERPRETATION

1.1 Words and expressions used in this Policy, subject to any contrary definition contained in 1.2, have the same meanings as are given to them in the Water Supply Contract and the Articles.

1.2 In this Policy, unless the context otherwise requires:

Act means the *Water Management Act 2000*.

Access Crossing means a structure providing access over a channel.

Access Pit means an excavation, cavity or trench, constructed for the purpose of subsurface access to infrastructure.

Acrolien means a submergent weed treatment chemical.

Approved Consultant means a consultant approved by MIL.

Approved Contractor means a contractor approved by MIL.

Asset Number means a unique number in the database used to identify a particular infrastructure asset.

Articles means the Articles of Association of MIL in force from time to time.

Bank Design Profile means the plan or outline of the design of the internal measurements of the bed and the sides of a channel.

Bank Profile means and refers to the existing internal measurements of the bed and the sides of a channel.

Bore means a hole in the ground designed to give access to subsurface water.

Boundary Stock Stop means a structure that with the purpose of stock proofing a Landholder's boundary and sometimes includes a personnel access platform and removable grate for cleaning.

Certificate of Practical Completion means that certificate issued by the Corporation under clause 5.7 of the Policy.

Channel means a conduit in or on the land intended for the carriage of water.

Channel Bank means the retaining wall of a channel.

Channel Stock Watering Point means a section of channel approximately 30 meters in length battered to a ratio of 1 in 3 and stabilized for easy access by livestock for watering purposes.

Compaction Testing means the physical testing in accordance with AS 1289 of the densities obtained by placement in layers of site selected fill/gravel/sand etc and completed by a NATA certified laboratory.

Construction Work means the process of making, building, formulating or assembling MIL's supply and/or drainage channel infrastructure and associated structures.

Construction Contract means the AS2124-1992 General Conditions of Contract, AS4000-1997 General Conditions of Contract, AS4122-2000 General Conditions of Contract for the Engagement of Consultants, AS4902-2000 General Conditions of Contract for Design and Construct, AS4905-2002 Minor Works Contract Conditions (Superintendent administered) and/or AS4906-2002 Minor Works Contract Conditions (Principal administered).

Contract Payment means that amount paid under clause 5.6[f] by the Landholder to MIL for Landholder Funded Works the subject of a tender by an Approved Contractor.

Contractors Safety Documents means the required series of risk analyses and hazard management standards complying with the OHS Act and the OHS Regulation.

Corporation means Murray Irrigation Limited ACN 067 197 933.

Crest Width means the horizontal width of the top of a channel bank as demonstrated in Illustration No 1 “Bank Elevation Typical”.

Cross Sectional Area means the area of the channel, usually expressed in m² measured at right angles to the axis of the channel.

Deep Bore means a hole in the ground designed to provide access to subsurface water at a depth below the natural surface of greater than 12 m.

Design Profile means the outline or the plan of a design.

Detail Design means a design certified as being true and correct by a professional person accepted by MIL as being suitably accredited to give such a certification.

Dethridge Meter means that device so named installed by the Corporation on a channel with the function of the measurement of water delivered to a Landholding.

Dilapidated Channel means and refers to a channel the internal banks of which do not conform to the channels design profile.

Drainage Channel means a channel having the purpose of the conveyance of drainage water or storm water.

Easement means a legal right given by the owner of a parcel of land to a non-owner of that land and recorded by registration on the owners land.

Emergent Weeds means weeds that emerge from the water profile such as Cumbungi, Water Couch and Sagittaria.

Escape means a structure facilitating the flow of water from a supply channel to a drain or river.

Fencing means and includes fences, stays, supports gates and stock grids.

Fire Clearance Determination means a determination by MIL that it is necessary to clear the vegetation on a channel bank by burning it pursuant to clause 4.6.

Fill means earth, gravel, rock or other material intended for use in raising an area of ground up to a required level.

Fire Tender Vehicle means a vehicle with a minimum carrying capacity of 1,000 litres of water equipped with a suitable pump and having the function of transporting and discharging that water onto a fire.

Flume means an artificial structure that crosses a channel above the channel bed having the function of the conveyance of water.

Fugitive Materials means materials, usually wind blown, which enter channels and could impede the flow of water.

Haulage Route means that MIL approved path over which personnel and plant exercise ingress and egress to and from a work site.

Infrastructure means any permanent or temporary structure constructed to facilitate the operation of the channel system and includes; earthen channels, boundary stock stops, internal stock stops, access culverts, walkways, provision of additional dethridge outlets and regulators, relocation of existing dethridge outlets, provision/relocation of flumes/subways, provision/relocation stock and domestic piped supplies, pipe off-takes, overhead power/telephone lines, under boring, flood control structures (including pumps and levees) and drainage pump sites.

Internal Stock Stop means a structure installed in a channel for the purpose of preventing the passage of livestock from one paddock to another.

Landholder Funded Works means those Works constructed in accordance with the Corporations specifications, at the cost of the Landholder, by MIL or an approved contractor and taken over by and under the management and control of MIL as set out in Clause 5.

Landholding Reference Number means that unique number entered in the Register and used to identify a particular Landholding.

Landholding Stock Watering Point means a dam, reservoir or channel, constructed on the Landholding for the purpose of the watering of livestock, normally connected to a channel by a pipe of up to 75mm in diameter with gate valve and designed to MIL specifications.

Landholder Funded Works Application means the form entitled “Application for Landholder Funded Works on MIL Supply and Drainage System”, No.QF002.

LRN means Landholding Reference Number.

Lateral Fencing means fencing situated at right angles to the axis of a channel bank.

Livestock Grazing Permit means that permit, granted by MIL to a Landholder, authorizing the Landholder to graze livestock on the lands of the Corporation and on the terms specified in the permit.

Maintenance Period where it relates to Members or Landholder Funded Works means a period of 12 months from the date of completion of the Works unless extended by MIL.

Members Point of Supply means the Work or Works situated on the boundary of the Landholding or on the commencing point of any registered easement over any other Landholding in favour of the Members Landholding as determined by the Corporation.

Members Works means those Works constructed by the Member on the Landholding set out in clause 6 of the Water Supply Contract and under his control and management.

MIL means Murray Irrigation Limited ACN 067 197 933.

MIL Drainage System means the network of drainage channels under the control of MIL and having the function of the removal of storm water and drainage from Landholdings.

Natural Surface Level means the natural contour of the land as demonstrated in Illustration No 1 - “Bank Elevation Typical”.

NATA Certified means the Certification issued in accordance with the minimum standards set down by the National Association of Testing Authorities.

Nominated Construction Contract means the Construction Contract or such other contract required by the Corporation and as nominated to an Approved Contractor.

Non Travelling Side where it refers to a channel bank means that side of the channel bank on which personnel or vehicular access has not been provided.

Noxious Weeds means weeds that have been declared as such by any government public local or statutory authority.

Offset Distance means the distance from the toe of a channel bank to a Landholders infrastructure.

OHS Act means the *Occupational Health and Safety Act 2000*.

OHS Regulation means the *Occupational Health and Safety Regulation 2001*.

On Farm Storage means a dam or reservoir on a Landholding used for the purpose of storing water.

Parallel Fencing means fencing running parallel to, or longitudinally with the axis of a channel.

Pipe Off-take means a pipe that conveys water from and through a supply channel for the purpose of supplying water to a Landholding.

Point of Supply has the same meaning as Members Point of Supply.

Practical Completion means that stage in the execution of the works under a contract when the works have been completed except for minor omissions and minor defects, and in which are, in the Corporations opinion, reasonably capable of being used for their intended purpose.

Prescribed Form means any form approved by the Corporation for a stated purpose.

Prescribed Fee means any fee approved by the Corporation for lodgement with a prescribed form.

Raised Supply means a water supply level that is higher in elevation than the normal existing supply in accordance with Clause 5 of Distribution Rules.

Regulator means a structure with the purpose of the control of the flow and level of water in a channel.

Retention Amount means that amount equal to 10% of the Contract Payment (applicable for contract values of \$2,000 and above) retained by the Corporation as security for the rectification of minor omissions and minor defects relating to contracts approved for Landholder Funded Works under clause 5 of the Policy.

Shallow Bore means a hole in the ground designed to provide access to subsurface water from below the natural surface level to a depth of 12m.

Supply Channel means a channel having the purpose of the conveyance of irrigation and stock and domestic water.

Syphon means a structure under a channel or watercourse having the purpose of water supply.

Subway means a structure under a channel or watercourse having the purpose of drainage.

Toe of the Bank means, where it refers to a channel bank, the point furthest away from the channel, of the channel bank where the batter meets natural ground level as demonstrated in Illustration No 1 - "Bank Elevation Typical."

Top of Bank means the upper most point of a channel bank as demonstrated in Illustration No 1 - "Bank Elevation Typical."

Trash means material, usually vegetative in nature, such as tree limbs, branches, logs and the like which can impede water flow in a channel.

Travelling side where it refers to a channel bank means that side of the channel bank on which personnel or vehicular access has been provided.

Under Bore means the process of drilling under infrastructure to effect the placement of pipes, cables and other materials.

Utility means any government, semi-government public statutory or other authority constituted under an act of Parliament providing services such as electricity, telecommunications, gas water and sewerage to the public.

Velocity means the speed of water flow measured in metres per second.

Walkway means a structure providing personnel access from one side of infrastructure to the other.

Windrow means the stockpile of material in a continuous line.

Works Supervisor means the supervisor nominated by MIL in an approval granted for Landholder Funded Works under clause 5.

"Work as Executed" Plans means those "as built" drawings certified as a true and correct description of works actually carried out.

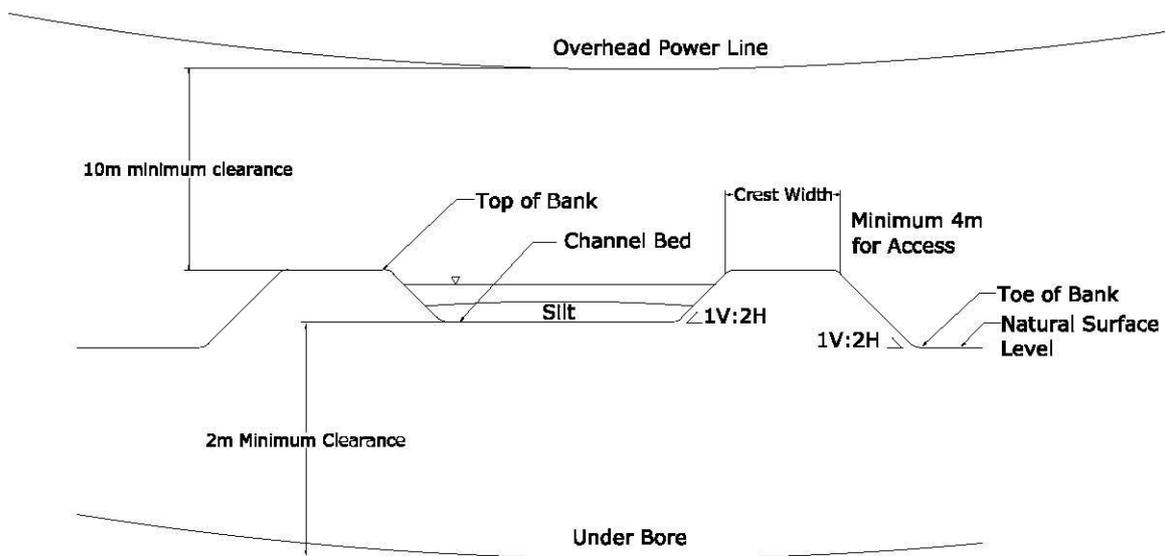


Illustration No 1 - Bank Elevation

- 1.3 In this Policy, unless the context requires otherwise:
- 1.3.1 Expressions suggesting the singular include the plural and vice versa.
 - 1.3.2 Each gender includes the other gender.
 - 1.3.3 Expressions connoting natural persons includes bodies corporate and un-incorporate.
 - 1.3.4 A reference to a person includes that person's executors, administrators, successors, substitutes and permitted assigns.
 - 1.3.5 Reference to any statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements or any of them.
 - 1.3.6 Headings are for ease of reference only and must be ignored in construing these Rules.
 - 1.3.7 The words and expressions used in this Policy and defined under 1.1 and 1.2 have the meanings so ascribed to them whether in upper or lower case.

2 ACCESS TO SUPPLY AND DRAINAGE CHANNELS

- 2.1 The Corporation is entitled to unrestricted access whenever required through Landholdings to all channels for construction, operation and maintenance.
- 2.2 The Corporation will, where appropriate, provide improved access along channels to obtain a minimum 4m top of bank crest width (including access gates, fencing and stock grids) on the travelling side of the channel bank and a minimum 1.5m top of bank crest width (including access gates, fencing and stock grids) on the non travelling side of the channel bank. The Landholder will furnish such consents to any access construction proposals as the Corporation may reasonably require.
- 2.3 MIL shall bear the cost associated with construction of new access banks the modification of existing infrastructure required under this clause and the relocation of Members Works if MIL determines that it is appropriate to do so.

3 MEMBERS WORKS

3.1 The Corporation will, where possible provide unimpeded maintenance and operational access to at least one side of its supply and drainage channel infrastructure. In determining offset distances for silt deposit and access, the Corporation will take into account channel volumetric flow rates, and the design profile of the channel bed and banks together with the intention of providing for a minimum of top bank crest of 4 metres on the travelling side of the channel bank, a minimum of 1.5 metres on crest of the non travelling side and where the infrastructure includes stock proof fencing, the need for a further 1 metre offset. The offset distances have been determined on the basis of a 1 in 20 years silt accumulation factor.

The Corporation will, where possible, improve existing access by replacing channel side access with top of bank access, as detailed in Illustration No 2 - Bank Access below.

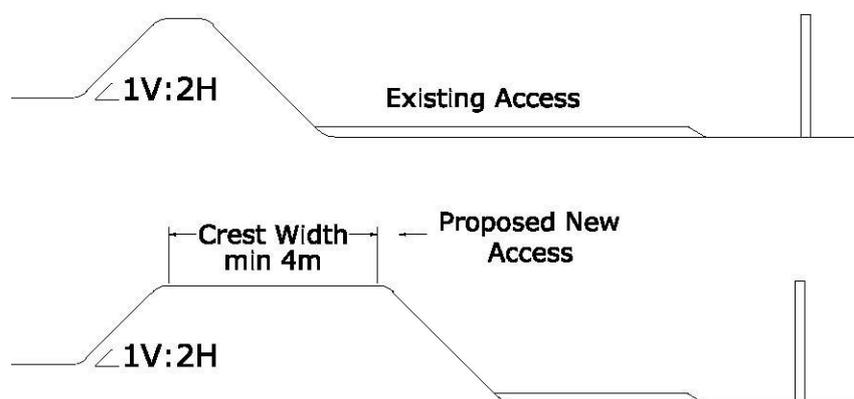


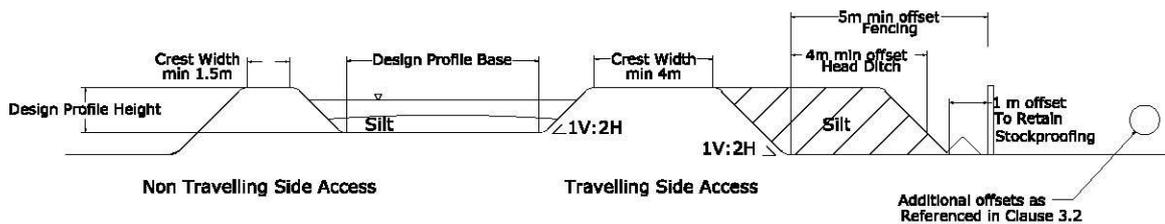
Illustration No 2 - Bank Access

Table of design profiles compared with volumetric flow rate, listed in Table 1 below:

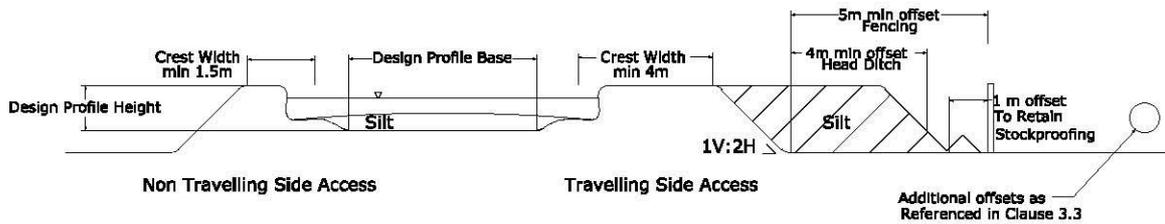
Volumetric Flow Daily Rate (ML)	Design profile base (m)	Design profile sides (m)
50	1.5	1
75	1.5	1.2
100	2	1.5
250	3	1.5
500	5	2.2
1000	8	2.5
2500	15	2.5

Table 1 - Volumetric Flowrates - Base/Sides

Where the bank profile encroaches into the travelling or non travelling bank of a channel, the top of bank crest width shall be measured on the basis of the bank design profile.



Bank Construction - Offsets - In Accordance With Channel Design Profile



Bank Construction - Offsets with Dilapidated Banks

Illustration No 3 Bank Profiles - Offset Distances

- 3.2 Where a channel conforms to its design profile and has a travelling bank crest equal to or greater than 4m or a non travelling bank crest equal to or greater than 1.5m, then a Landholder shall not:
- (a) Construct infrastructure including supply or drainage ditches or stock watering points within 4m of the channel toe. In special circumstances the Works Manager may approve in writing variation to this offset for drainage channels only.
 - (b) Construct fencing within 5m of the channel toe without written consent from the Works Manager.
 - (c) Plant trees within 10m of the channel toe.
 - (d) Construct a dam within 10m of a channel toe.
 - (e) Construct a deep bore within 50m or shallow bore within 100m of a channel toe.
 - (f) Construct an overhead power line or telephone line with an elevation of less than 10m above the highest point of any channel bank or erect any pole or pole stay or support within 10m of a channel toe.
 - (g) Construct, operate or use any quarry mine or other excavation within 100m of a channel toe.
 - (h) Do any other work or allow or permit any servant or agent to do any other work within 5m of any channel toe.
- 3.3 Where a channel bank does not conform to its design profile due to dilapidation then for the purpose of determining offset distances the top of the bank crest shall be measured as if the actual crest was the same as set out in that channels design profile and otherwise clause 3.2 shall apply.
- 3.4 A Landholder shall not:
- (a) Under bore any supply or drainage channel closer than 2m to the bottom of the channel bed.
 - (b) Construct any under boring access pit within 5m of any channel toe.
 - (c) Construct any services trench within 10 m of any channel toe.

nor shall the Landholder grant any permission, nor permit any Utility to carry out any works under this clause without the prior written consent of the Corporation.

- 3.5 The Corporation may require the removal of any private structure installed prior to the adoption of the Works Policy, at the Corporations cost, which the Corporation determines is inconsistent with the objectives of Clause 3.
- 3.6 Where a breach of any provision of clauses 3.1 to 3.3 occurs, then MIL may require, in writing the remedying of such breach by the removal of any structure or the carrying out of any work at the expense of the Landholder.
- 3.7 A Landholder not complying with a requirement to remedy a breach pursuant to clause 3.6 shall be in default under clause 8.1(h) of the Water Supply Contract.
- 3.8 Where such a default occurs MIL may in accordance with clauses 8.2 to 8.5 of the Water Supply Contract rectify the default and charge the Landholder for the cost of doing so and of any cost or damage occurring as a result of the default and/or may suspend water supply to the Landholding.
- 3.9 MIL may approve Members Works constructed before the commencement of this Policy where those Works do not adversely affect MIL's water supply infrastructure.
- 3.10 The Corporation may, in exceptional cases, grant written approval to a Landholder to carry out Works which would otherwise be in breach of clauses 3.1, 3.2, 3.3 or 3.4.
- 3.11 Notwithstanding clauses 3.5 to 3.9, MIL may, where it determines that it is appropriate, remove any structure or carry out any remedial work required in consequence of a breach by a Landholder of this Policy without first serving notice under clause 3.6.

4 CORPORATIONS WORKS

4.1 GENERAL

- 4.1.1 The Corporation's construction, operational and maintenance functions include channel bank building, desilting and key trenching, leakage control, grading and forming of access tracks and roads and movement of plant.
- 4.1.2 In carrying out its operations, the Corporation may exercise all or any of its powers under the Act and the Landholder shall furnish all necessary consents when required to do so.
- 4.1.3 The Landholder will permit the Corporation to determine and construct top soil/unsuitable material dump locations, haulage routes and stockpile sites on the Landholding. The Corporation may bring onto the Landholding any material that it deems necessary for the carrying out of its operations and shall act reasonably in locating fill borrow pits, access tracks and haulage routes.
- 4.1.4 The Corporation may temporarily or permanently stockpile windrowed silt within an appropriate corridor parallel to its supply or drainage channels.
- The Corporation may otherwise stockpile windrowed silt on the Landholding at agreed locations on a temporary or permanent basis. Where a stockpile is intended to be temporary, the Corporation shall specify a time for its removal.
- 4.1.5 The Corporation, where it wishes to drain a supply channel which is not equipped with an escape:
- (a) Shall consult with the Landholder with a view to minimizing any adverse impact involved in so doing.
 - (b) May use the Landholding infrastructure for drainage of the water to an MIL escape or drain.
 - (c) May, at the option of the Landholder, drain water into any specified on farm storage.
 - (d) May otherwise drain water onto the Landholding.
- 4.1.6 The Corporation will exercise all care and responsibility in the execution of its powers under 4.1 and will reinstate to its pre-existing condition any part of a Landholding adversely affected upon completion of its operations.

4.2 FENCING

- 4.2.1 The Corporation does not accept responsibility for contributing to the establishment or maintenance of fencing infrastructure adjacent to channels over which it has control and management where the fencing is to be situated or is situated on land not owned by the Corporation. Such infrastructure is the responsibility of the Landholder.
- 4.2.2 Where the Corporation owns the land on which a channel is situated then the Corporation shall be responsible for 50% of the cost of the establishment, maintenance and/or repair of the fencing infrastructure dividing the Landholding from the Corporations land with the Landholder being responsible for the remaining 50% of the cost. The work to be carried out, or the cost to be incurred and contributed under this clause shall be as reasonably determined between the Corporation and the Landholder from time to time provided that in the event of the Landholder failing to come to a reasonable arrangement when required by the Corporation, then the Corporation may serve a notice under 4.2.3.
- 4.2.3 Where the Corporation reasonably so determines, it may by notice require the Landholder:
- (a) To erect a suitable fence or to repair or reinstate an existing fence in accordance with 4.2.1 and 4.2.2; or
 - (b) To contribute to the cost of the establishment maintenance and/or repair of a fence in accordance with 4.2.1 and 4.2.2.
 - (c) To erect a suitable fence or repair or reinstate an existing fence, or to contribute to the erection, repair or reinstatement of a fence, where MIL does not own the land or an easement in respect of the land on which the fence is to be erected repaired or reinstated, and if MIL determines that such fencing is necessary for the establishment, maintenance, operation or improvement of a channel or other infrastructure or water management works.
- The failure of a Landholder to comply with such a notice constitutes a default under the Water Supply Contract.
- 4.2.4 Where the Corporation causes damage to Landholders fencing it shall if practicable, restore the fencing infrastructure to its pre-damaged condition at no cost to the Landholder, or alternatively, if it determines that it is appropriate to do so, pay to the Landholder an amount equal to the predamaged value of the fencing.
- 4.2.5 The Corporation will provide and install, where appropriate, 1500 mm personnel access gates for access to a Landholder's supply point/s, regulators and other works. Where necessary to its operations the Corporation may in appropriate cases install on a Landholding at no cost to the Landholder additional or replacement 4200 mm access gates for machinery access.
- 4.2.6 The Corporation may cut a fence to provide access to its channels. In such cases the Corporation shall, where possible, notify the Landholder in advance and shall restore the fencing to its predamaged condition as soon as practicable at no cost to the Landholder. Where it is not possible to immediately reinstate the affected fencing the Landholder shall be given a reasonable opportunity to relocate his stock.
- 4.2.7 Nothing in this Policy shall be read so as to limit or prevent MIL from erecting, maintaining or repairing a fence where it reasonably determines that such a fence is required for the protection maintenance or operation of a channel, water management work or any item of infrastructure.

4.3 STOCKSTOPS

- 4.3.1 The Corporation will provide, maintain and replace all Landholding boundary stockstops where necessary.
- 4.3.2 The Landholder is responsible for providing all internal stockstops on the Landholding to design approved by the Corporation. Where the Corporation determines that an internal stock stop is unserviceable or is impeding the delivery of water the Corporation may repair and/or replace the stockstop at the Landholder's cost.
- 4.3.3 The Corporation may in any case where it determines an internal stock stop is not of an approved Corporation design, remove that stock stop and replace it at the Landholders cost.

4.4 REMOVAL OF TREES FROM CHANNELS

- 4.4.1 The Corporation may remove any tree damaging or likely to damage the Corporations infrastructure or where it determines that such a removal is necessary for the purpose of access.
- 4.4.2 The consent of the Landholder is not required to a removal under 4.4.1.
- 4.4.3 The Corporation in exercising its power under 4.4.1 shall obtain all necessary approvals.
- 4.4.4 The Corporation may stockpile windrow trees on the Landholding at agreed locations on a temporary or permanent basis. Where the stockpile is temporary, the Corporation shall specify a time for its removal.
- 4.4.5 The Corporation may dispose of trees removed under 4.4.4 either by burning them (in which case it shall comply with the standards set in clause 4.6.3) or burying them on the Landholding.
- 4.4.6 The Corporation shall pay the costs associated with the disposal of any trees under this clause and within a reasonable time after removal, reinstate any adversely affected areas of the Landholding to a satisfactory condition.
- 4.4.7 The Corporation shall, wherever possible, notify the Landholder prior to the removal of any tree proposed to be removed from the Landholding.

4.5 SLASHING OF ACCESS TRACKS

- 4.5.1 The Corporation may enter a Landholding to slash access tracks where it determines that such slashing needs to be carried out for operational reasons.
- 4.5.2 A Landholder will not refuse the Corporation entry to the Landholding for the purpose of clause 4.5.1 or prevent the carrying out of such slashing work where the Corporation has determined that it is necessary.
- 4.5.3 The Corporation will bear the costs of slashing under clause 4.5.1.

4.6 BURNING OF VEGETATION ON CHANNEL BANKS

- 4.6.1 Where the Corporation determines that is it necessary to do so, it will undertake the burning of vegetation on channel banks.
- 4.6.2 Where the Corporation makes a determination under 4.6.1 it will advise the Landholder in writing of the channel the subject of the determination and the arrangements intended to be implemented to carry out the proposed fire clearance of the channel bank.

- 4.6.3 The Corporation will:
- (a) Obtain any required fire permits.
 - (b) Advise adjoining Landholders of the fire clearance proposal.
 - (c) Provide an appropriate fire tender vehicle to the site for the duration of the burn.
 - (d) Ensure the extinguishment of the fire with the provision of a standby person for a minimum of four hours after the burn.
 - (e) Meet all costs associated with the execution of the proposal.

4.7 REMOVAL OF FUGITIVE MATERIALS TRASH AND DEAD LIVESTOCK

- 4.7.1 The Corporation may, enter a Landholding for the purpose of removing fugitive materials and/or trash from its channels.
- 4.7.2 A Landholder will not impede the entry of the Corporation or the conduct of its operations pursuant to this clause.
- 4.7.3 The Corporation may stockpile, bury or windrow fugitive materials or trash on a Landholding at agreed locations on a temporary or permanent basis. Where the stockpile or windrow is temporary, the Corporation shall specify a time for its removal.
- 4.7.4 The Corporation will pay the costs associated with the removal of any fugitive materials or trash under this clause and within a reasonable time after removal, reinstate any adversely affected area of the Landholding to its pre-existing condition.
- 4.7.5 The Corporation may remove dead livestock from any infrastructure for disposal by the Corporation, at its discretion.

4.8 REMOVAL OF MATERIALS FROM CHANNELS

- 4.8.1 A Landholder may not, without the Corporation's written consent, remove nor permit the removal of any fill or other materials from any part of any supply or drainage channel owned or controlled by the Corporation.
- 4.8.2 The Corporation may access fill and other materials, as required, for use in its operations from any channel.
- 4.8.3 A Landholder will not refuse the Corporation entry to the Landholding for the purpose of clause 4.8.2 nor prevent the removal and carrying away of fill or other materials so accessed by the Corporation.

5 LANDHOLDER FUNDED WORKS

- 5.1 The Landholder shall not perform any work on any land, channels or structures owned or controlled by the Corporation without prior written approval in accordance with this clause.
- 5.2 Landholder Funded Works the subject of clause 5 includes but are not limited to:
- (a) Channel stock watering points.
 - (b) Landholding stock watering points.
 - (c) Raised supply.
 - (d) Boundary stock stops.
 - (e) Internal stock stops.
 - (f) Access crossings.
 - (g) Walkways, provision of additional dethridge outlets and regulators.
 - (h) Relocation of existing dethridge outlets.
 - (i) Provision/relocation of flumes/subways, stock and domestic piped supplies, and other infrastructure.
 - (j) Pipe off-takes.

- (k) Overhead power/telephone lines.
 - (l) Under boring.
- 5.3 A Landholder intending to carry out works under clause 5.2 must lodge a Landholder Funded Works Application with the Corporation together with the prescribed fee.
- 5.4 In considering the Landholder's application the Corporation will take into account its Policies and all relevant operation, maintenance and engineering factors.
- 5.5 The Corporation will approve or reject the application within 28 days of the date of its receipt.
- 5.6 Any approval shall contain conditions providing for:
- (a) Detail design including necessary geotechnical investigations for the work to be carried out by an Approved Consultant to the Corporation's satisfaction.
 - (b) Completion of the work by an Approved Contractor.
 - (c) The provision by the Approved Contractor of suitable policies of insurance covering the risks of public liability, workers compensation, and third party property and personal injury (motor vehicle and plant) for the period from the commencement until the completion of the works.
 - (d) The noting of the Corporation as "joint insured" on the public liability insurance policy, and as "principal" on the workers compensation policy with evidence of the currency of all policies supplied by the contractor.
 - (e) The submission of a written tender to complete the scope of works as per the approval.
 - (f) Payment by the Landholder, in cleared funds, of the amount of the Approved Contractors tender (the Contract Payment) to MIL prior to the commencement of the works.
 - (g) The submission by the Approved Contractor of completed contractor's safety documents prior to the commencement of works with the condition that the works are to be carried out and be in accordance with the standards specified in those safety documents.
 - (h) If required by the Corporation, a Nominated Construction Contract fully completed and executed by the Approved Contractor.
 - (i) The provision of two full working days notice prior to the commencement of works to be given by the Approved Contractor to the nominated Works Supervisor.
 - (j) The carrying out by the Approved Contractor of compaction testing on the Corporation's channels (as nominated and instructed by the Works Supervisor) when required by MIL. The contractor shall use an approved NATA certified company for this testing and shall provide hard copies to the Supervisor.
 - (k) The provision on completion of works, of "Works As Executed" plans, certified as correct by a registered surveyor.
- 5.7 If the Corporation is satisfied that the works have been properly carried out, the Corporation will issue a Certificate of Practical Completion to the Landholder.
- 5.8 Following the issue of the Certificate of Practical Completion and within 10 working days after the receipt of a tax invoice, the Corporation will release the Contract Payment less the Retention Amount to the Approved Contractor.
- 5.9 The Retention Amount will be held by the Corporation for a period of 12 months and at the expiry of that time will be released to the Approved Contractor unless otherwise expended.
- 5.10 Landholder Funded Works are to be fully maintained by the Landholder for a period of twelve (12) months from the date of completion. If the structure of the works should fail within the maintenance period, the Corporation may by notice direct the replacement or repair of the work at the Landholders expense and may apply, to the repaired or reinstated works, a further maintenance period not exceeding a further twelve months.
- 5.11 Notwithstanding anything contained in this clause to the contrary the Corporation is deemed for all purposes to be vested with the management and control of all works under clause 5 from the time of their commencement.

- 5.12 Clause 5.11 shall not be interpreted so as to relieve the Landholder or any Approved Consultant or Approved Contractor retained by the Landholder from any obligation or requirement imposed by clause 5 or any approval granted pursuant thereto.

6 WORKS BY UTILITIES

- 6.1 Where a Utility seeks any permission or consent from a Landholder for the purpose of the construction of works on the Landholding, the Landholder shall not furnish that permission or consent if the construction of the works would be in breach of a provision of this or any other Policy of the Corporation.
- 6.2 Where a Utility seeks a permission or consent under 6.1 or carries out any work, or gives notice to the Landholder of an intention to carry out any work on the Landholding, the Landholder shall forthwith notify the Corporation and furnish to the Corporation a copy of any letter or notice given to the Landholder by the Utility, if there be one, relating to such permission consent or intention to carry out work.

7 LIVESTOCK: WATERING POINTS, ACCESS AND GRAZING PERMITS

- 7.1 The Corporation will permit the watering of livestock from unfenced channels and drains unless such access causes, or the Corporation determines that it is likely to cause, substantial damage to the structure of the channel or drain.
- 7.2.1 If the Corporation determines that livestock access has caused or is likely to cause substantial damage as specified under 7.1 then it may require the Landholder to provide for the watering of stock by means of a Landholding Stock Watering Point with lateral channel fencing so as to keep livestock away from the banks of the channel.
- 7.2.2 The Landholding Stock Watering Point and associated lateral fencing are Landholder Funded Works and application for the provision of pipe off-takes and lateral fencing shall be made in accordance with clause 5.
- 7.3 A Landholder may apply to the Corporation for the provision of a Channel Stock Watering Point which, if approved, will be installed at the cost of the Landholder and in accordance with clause 5.
- 7.4.1 The Landholder shall not permit the grazing of livestock on any of the Corporations lands without a Livestock Grazing Permit.
- 7.4.2 A Landholder may apply to MIL for a Livestock Grazing Permit on the prescribed form accompanied by the prescribed fee.
- 7.4.3 In considering the Landholder's application MIL will take into account its Policies and all relevant operational, maintenance and engineering factors.
- 7.4.4 The Corporation will approve or reject the application within 28 days of the date of its receipt.
- 7.4.5 Any approval may contain such conditions as the Corporation deems appropriate.
- 7.5 Where the Corporation determines that it is necessary to fence off a drainage or supply channel on a Landholding for the purpose of securing its works from damage, then a Landholder shall not graze livestock within the fenced area without the Corporations consent.

8 WEEDS

8.1 EMERGENT NOXIOUS AND SUBMERGENT WEEDS

- 8.1.1 The Corporation is responsible for the control of noxious weeds on land and channels owned by it or in respect of land over which it has an easement.

- 8.1.2 The Landholder is responsible for the control of noxious weeds on the Corporation's channel when the land on which the channel is situated is part of the Landholding and the Corporation does not have an easement in respect of the channel.
- 8.1.3 The Corporation may enter a Landholding for the purpose of the chemical treatment of emergent and submergent weeds present in its supply and drainage infrastructure and other works for where it determines that such treatment needs to be carried out.
- 8.1.4 A Landholder will not refuse the Corporation entry to the Landholding for the purpose of clause 8.1.3 nor prevent the carrying out of such treatment work where the Corporation has determined that it is necessary.
- 8.1.5 The Corporation will bear the costs of such weed treatment.
- 8.1.6 In carrying out emergent or noxious weed treatment the Corporation will:
- (a) Obtain all necessary permits.
 - (b) Employ skilled operators with appropriate industry accreditation to carry out the work.
 - (c) Comply with the manufacturers recommended conditions of use as nominated in the labels or manuals accompanying the chemicals at the time of purchase.
 - (d) Comply with all legislation regulating weed control and eradication and governing the use of the particular chemicals used for that purpose.
 - (e) Record date of application, start and finish times of application, nature of weeds sprayed, weather conditions, the name and quantity of the chemical used, spray type, boom size, distance sprayed, weed density, landholding reference number, asset numbers and any other appropriate information.
 - (f) Provide dye telltales of its spraying of noxious weeds.
- 8.1.7 In carrying out submergent weed treatment, in addition to complying with clause 8.1.6 the Corporation shall:
- (a) Treat all submergant weeds with recommended doses of the chemical Acrolien.
 - (b) Be entitled to withhold water supply to a Landholding until treatment is completed and for that purpose may lock or otherwise disable any Dethridge wheel or other outlet.
 - (c) Notify each affected Landholder of the proposal to effect weed treatment, the proposed time and duration of treatment and upon treatment being completed.
- 8.1.8 The Landholder shall otherwise be responsible for the treatment of all emergent and noxious weeds on the Landholding, including those affecting works controlled by the Corporation on land owned by the Landholder.

8.2 APPLICATION FOR EXCLUSION FROM CHEMICAL TREATMENT

- 8.2.1 A Landholder may make application to the Corporation on the prescribed form, accompanied by the prescribed fee for the exclusion of the Landholding from the chemical treatment by the Corporation under clause 8.1. In considering the Landholder's application MIL will take into account its Policies and all relevant operational, maintenance and environmental factors.
- 8.2.2 The Corporation will approve or reject the application within 28 days of the date of its receipt. Where the Corporation approves the application it:
- (a) Will enter a record of the exclusion on its data base and instruct its weed treatment officers not to use chemical weed treatment in respect of the Landholding whilst the exclusion remains in place.
 - (b) Will, at the Landholders expense, erect suitable signs at Landholdings access points indicating the exclusion of the Landholding from chemical weed treatment.

- (c) May, at the time of the approval, or at any time whilst the exclusion remains in place, impose upon the Landholder such additional amounts as it determines is reasonable to cover the additional cost of any less effective alternative non chemical weed treatment required to be used.
- (d) Any such exclusion approved by the Corporation may be revoked by written notice to the Landholder, at any time.

9 CONSULTATION WITH THE LANDHOLDER

- 9.1 Wherever possible the Corporation will consult with the Landholder before implementing any clause of this Policy that may have an adverse impact on the Landholding.

10 MEMBERS COMPLAINTS

- 10.1 A Landholder wishing to lodge a complaint should do so with his local Works Supervisor and if the Landholder is not satisfied with the response, the Supervisor will on request, refer the complaint to the Works Manager.