



Amendments to Rules Effective 1 July 2022

Murrumbidgee Irrigation Limited (MI) has amended its Rules, with the changes to take effect from 1 July 2022. Changes have been made to the Charges Rules, Development Rules and Drainage Use Rules only. No changes have been made to the text of the Access & Ordering Rules, Surplus Water Rules, and the Transfer Rules.

The changes are summarised below. For ease of reading, they are colour coded under the following categories:

(CONTEXT) Updates to MI processes or legislation and regulations

Changes have been made to a few MI processes, with the changes achieving a balance between protecting MI's infrastructure, protecting customers as a collective and giving individual customers the best opportunity to advance their business. Changes also come off the back of legislative and regulatory changes.

(SIMPLIFIED) Simplifying language, reducing duplication and improving alignment with the supporting Rules

MI is working towards "Plain English" contracts and rules for our customers. These changes:

- Simplify language;
 - Remove unnecessary clauses or clauses already captured by our Contracts; and
- Transfer implementation clauses to the supporting the Contracts.

(ADMIN) Administrative and or grammatical changes

These changes are simple or administrative in nature and do not change the meaning or intent of the Rules.

Charges Rules

Existing Clause Number	Existing Clause Text	New Clause Text	Explanation
2.1(3)	Casual Usage means taking Water Allocation or Surplus Water other than by exercising a Delivery Entitlement in accordance with the Access and Ordering Rules or Surplus Water Rules, including where:	Casual Usage means taking Water Allocation or Surplus Water other than by exercising a Delivery Entitlement in accordance with the Access and Ordering Rules or Surplus Water Rules, including where:	(CONTEXT) casual usage does not apply to Surplus Water.
New (2.1(5))	N/A	<u>Capital Contribution to Infrastructure means a charge determined on a case-by-case basis (depending on market value of Delivery Entitlements and/or total capital costs of the project less the Company's Board determined underwriting) for a customer participating in an expansion project, in exchange for receiving additional flow rate share. The additional flow rate share will be in proportion to the capital contribution.</u>	(CONTEXT) consistent with its inclusion into the updated FY22 and the FY23 Schedule of Charges, the Company has included a definition of Capital Contribution to Infrastructure in these Rules.
New (2.1(14))	N/A	<u>Pressurised Supply Systems means a Company owned pump station is used to pressurise water prior to supplying water to Customers;</u>	(CONTEXT) with the inclusion of 6.2(4) below, Pressurised Supply Systems requires definition.
New (6.2(4))	N/A	(1) <u>where a Customer is connected to a Pressurised Supply System:</u> (a) <u>energy charges incurred to operate the Pressurised Supply System; and</u> (b) <u>for selected Pressurised Supply Systems only, filtration charges;</u> <u>in accordance with the price ranges as set out in the Schedule of Charges</u>	(CONTEXT) this clause is included to reflect that those customers who are supplied by a Pressurised Supply System (defined above) will incur energy charges and, for some, filtration charges. These charges have consistently been included in the Company's Schedule of Charges.

Development Rules

Existing Clause Number	Existing Clause Text	New Clause Text	Explanation
2.1(5)	N/A	MI Fact Sheet on Customer Weed Management means the fact sheet published by the Company on its website, titled with the same name and as amended from time to time.	(CONTEXT) the Company has introduced a fact sheet on weed management that helps provide guidance to these Rules.
3.1	<p>3.1 The Company grants the Customer non-exclusive access to its Channel Banks, subject to the following conditions:</p> <p>(1) the Customer is only entitled to access the Channel Banks for the sole purpose of conducting their farming operations and must not use the Channel Banks for any other purpose,</p>	<p>3.1 The Company grants the Customer non-exclusive access to its Channel Banks, subject to the following conditions:</p> <p>(1) the Customer is only entitled to access the Channel Banks for the sole purpose of conducting their farming operations and must not use the Channel Banks for any other purpose, <u>noting that:</u></p> <p>(a) <u>farming operations includes the management of weeds and maintenance of access tracks,</u></p> <p>(b) <u>any application of herbicide for the management of weeds must be:</u></p> <p>(i) <u>as per the label and in alignment with the conditions set out in the MI Fact Sheet on Customer Weed Management, and</u></p> <p>(ii) <u>documented on a register maintained by the Customer, specifying as a minimum,</u></p>	(CONTEXT) the Company has provided greater detail relating to what purpose access to Channel Banks is deemed acceptable. Specifically, the Company recognises that weed management and maintenance of access is a suitable purpose, provided that the Customer follows the guidance in MI's Fact Sheet on Customer Weed Management.

		<p style="text-align: center;"><u>the date, time and volume of application, and</u></p> <p style="text-align: center;">(c) <u>any maintenance of access tracks must not result in the removal of spoil or a change in the profile of the Channel Bank.</u></p>	
<p>5.1</p>	<p>5.1 Subject to sub-rules 5.2 and 5.3, the Customer must not, without the prior written consent of the Company, undertake any construction work, construct anything, erect a fence, plant any trees, vegetation or crops, stockpile vegetation, stockpile chemical drums or other materials, or allow any of those things to remain:</p> <p>(1) on the Company's land;</p> <p>(2) in relation to a Channel forming part of the Company's Works, as depicted in Annexure A, within 10 metres of the Toe of the Bank; or</p> <p>(3) otherwise, within 10 metres of the Company's Works.</p>	<p>5.1 Subject to sub-rules 5.2 and 5.3, the Customer must not, without the prior written consent of the Company, undertake any construction work, construct anything, erect a fence, plant any trees, vegetation or crops, stockpile vegetation, stockpile chemical drums or other materials, or allow any of those things to remain:</p> <p>(1) on the Company's land;</p> <p>(2) in relation to a Channel forming part of the Company's Works, as depicted in <u>Diagram 1 of Annexure A</u>, within 10 metres of the Toe of the Bank; or</p> <p>(3) <u>in relation to a Pipeline forming part of the Company's Works, as depicted in Diagram 2 of Annexure A, within 10 metres of the edge of outer diameter of the Pipeline; or</u></p> <p>(4) otherwise, within 10 metres of the Company's Works.</p>	<p>(CONTEXT) the Company has now created additional diagrams to help guide Customers appreciate what developments are permitted around the Company Works. The three diagrams relate to channels, pipelines, and the planting of trees.</p>

7.2	The Customer acknowledges that he, she or it is not permitted to apply any pesticides, herbicides or control sprays to the Company Works, unless the Company states otherwise.	<p>The Customer acknowledges that he, she or it is not permitted to apply any pesticides, herbicides or control sprays to the Company Works, unless the Company states otherwise.</p> <p><u>The Customer is permitted to apply any pesticides, herbicides, or control sprays to the Company Works area, provided it is done:</u></p> <p>(1) <u>as per the label requirements of that product, and</u></p> <p>(2) <u>in accordance with the requirements set out in the MI Fact Sheet on Customer Weed Management.</u></p>	(CONTEXT) the Company has provided more detailed guidance on a Customer's ability to apply pesticides, herbicides and control sprays. This can be found in the MI Fact Sheet on Customer Weed Management.
11.1	The Customer must not place or permit to remain on the Landholding anything, including chemicals, hazardous materials, excavated soil/ spoil, trash, rubbish or dead livestock, if it will, or has the potential to:	The Customer must not place or permit to remain on the Landholding anything, including <u>unapproved</u> chemicals, hazardous materials, excavated soil/ spoil, trash, rubbish or dead livestock, if it will, or has the potential to:	(CONTEXT) consistent with 7.2 above, MI has identified a list of approved and unapproved chemicals. Further guidance can be found in the MI Fact Sheet on Customer Weed Management.
Annexure A, Diagram 1	Refer to 21/22 diagram.	See updated document.	(CONTEXT) further clarification on diagram showing development guidelines around channels.
Annexure A, Diagram 2	Refer to 21/22 diagram.	See updated document.	(CONTEXT) further clarification on diagram showing development guidelines around pipelines.
Annexure A, Diagram 3 & 4 (NEW)	N/A	See updated document.	(CONTEXT) clarification on development guidelines with respect to planting of trees near Company Works.

Drainage Use Rules

Existing Clause Number	Existing Clause Text	New Clause Text	Explanation
6.2(2)(a)	<p>(2) routine sampling and analysis previously taken by the Company indicates there is a reasonable likelihood that the Drainage discharged has:</p> <p>(a) caused Water Pollution: or</p>	<p>(2) routine sampling and analysis previously taken by the Company indicates there is a reasonable likelihood that the Drainage discharged has:</p> <p>(a) caused Water Pollution; or</p>	<p>(ADMIN) Grammatical amendment</p>