

LAMPIRAN JADUAL

1. Jadual 1- " Anggaran Peruntukan Untuk Skim Gunung Pulai dan Sungai Johor"

Sumber: **Reports On Water Supply of Johore by Singapore Municipality**, Singapore, Methodist Publishing House, 1924.

2. Jadual 2- "Budget of Singapore City Council for 1954"

Sumber: CO 940/95: Annual Report, Singapore City Council, 18 Februari 1954, tiada folio.

3. Jadual 3-"Budget of Singapore City Council for 1955"

Sumber: CO 940/105: Annual Report, Singapore City Council, 23 Disember 1955, tiada folio.

4. Jadual 4-"Anggaran Keuntungan Perbekalan Air 1955"

Sumber: Annual Report, Singapore City Council, 23 Disember 1955, tiada folio.

	Capital Cost.	Interest and Sinking Fund 6 per cent.	Maintenance and Pumping Costs.		Total Annual Charges.	Rent to be added if Johore Government adhere to the proposed scale.	Total Annual Charges including Rent.	Year
			General Maintenance.	Pumping.				
1923							271,560	1923
1924		271,560			271,560		543,120	1924
1925		543,120			543,120		814,680	1925
1926	13,578,000	814,680			814,680		1,198,180	1926 13.5
1927		814,680	73,000	69,900	957,580	240,600	1,204,280	1927
1928		814,680	73,000	76,000	963,680	240,600	1,233,800	1928
1929		831,900	73,000	88,300	993,200	240,600	1,334,120	1929 1.8
1930	574,000	849,120	150,000	94,400	1,093,520	240,600	1,340,220	1930
1931		849,120	150,000	100,500	1,099,620	240,600	1,346,320	1931
1932		849,120	150,000	106,600	1,105,720	240,600	1,352,420	1932
1933		849,120	150,000	112,700	1,111,820	240,600	1,358,520	1933
1934		849,120	150,000	118,800	1,117,920	240,600	1,364,620	1934
1935		849,120	150,000	124,900	1,124,020	240,600	1,370,720	1935
1936		849,120	150,000	131,000	1,130,120	240,600	1,376,820	1936
1937		866,340	150,000	137,200	1,153,540	240,600	1,394,140	1937
1938	574,000	882,560	150,000	143,300	1,176,860	240,600	1,417,460	1938
1939		883,560	153,000	149,400	1,185,960	240,600	1,426,560	1939
1940		883,560	153,000	155,500	1,192,060	240,600	1,432,660	1940
1941		883,560	153,000	161,600	1,198,160	240,600	1,438,760	1941
1942		883,560	153,000	167,700	1,204,260	240,600	1,444,860	1942
1943		946,740	153,000	173,800	1,273,540	240,600	1,514,140	1943
1944		1,009,920	153,000	180,000	1,342,920	240,600	1,583,520	1944 3
1945	3,159,000	1,073,100	153,000	186,100	1,412,200	240,600	1,652,800	1945
1946		1,073,100	158,000	192,200	1,423,300	240,600	1,663,900	1946
1947		1,073,100	158,000	198,300	1,429,400	240,600	1,670,000	1947
1948		1,073,100	158,000	204,400	1,435,500	240,600	1,676,100	1948
1949		1,073,100	158,000	210,500	1,441,600	240,600	1,682,200	1949
1950		1,073,100	158,000	216,600	1,447,700	240,600	1,688,300	1950
1951		1,130,300	158,000	222,700	1,511,000	240,600	1,751,600	1951
1952		1,187,500	158,000	228,800	1,574,300	240,600	1,814,900	1952
1953	2,860,000	1,244,700	158,000	234,900	1,637,600	240,600	1,878,200	1953
1954		1,244,700	160,000	241,100	1,645,800	240,600	1,886,400	1954
1955		1,244,700	160,000	247,200	1,651,900	240,600	1,892,500	1955
1956		1,244,700	160,000	253,300	1,658,000	240,600	1,898,600	1956
1957		1,244,700	160,000	259,400	1,664,100	240,600	1,904,700	1957
1958		1,300,180	160,000	265,500	1,725,680	240,600	1,966,280	1958
1959		1,355,660	160,000	271,600	1,787,260	240,600	2,027,860	1959
1960	2,774,000	1,411,140	160,000	277,700	1,848,840	240,600	2,089,440	1960
1961		1,411,140	165,000	283,800	1,859,940	240,600	2,100,540	1961
1962		1,411,140	165,000	290,000	1,866,140	240,600	2,106,740	1962
1963		1,411,140	165,000	296,100	1,872,240	240,600	2,112,840	1963
1964		1,411,140	165,000	302,200	1,878,340	240,600	2,118,940	1964
1965		1,411,140	165,000	308,300	1,884,440	240,600	2,125,040	1965
1966		1,468,340	165,000	314,400	1,947,740	240,600	2,188,340	1966
1967		1,525,540	165,000	320,500	2,011,040	240,600	2,251,640	1967
1968	2,860,000	1,582,740	165,000	326,600	2,074,340	240,600	2,314,940	1968
1969								1969
1970								1970
1971								1971
1972								1972
1973								1973
1974								1974
1975								1975

THE CAPITAL EXPENDITURE INCURRED IN 1968 PROVIDES SUFFICIENT WATER TO LAST TILL THE YEAR 1975.

ANGGARAN PERBELANJAAN 1954

BUTIR-BUTIR PERBELANJAAN	PERBELANJAAN BENAR 1952 (\$)	1953		ANGGARAN (\$)
		ANGGARAN YANG DIPERSETUJUI (\$)	ANGGARAN SEBELUMNYA (\$)	
Pejabat dan Stor di Woodleigh	-	75,000	75,000	-
2 buah garaj di Joo Chiat- (Pejabat Daerah)	-	-	20,000	-
Booster pump untuk pengagihan	3,210	-	10,000	-
Salt Water Supply Hidrants dan flushouts baru	-	1,000	1,000	1,000
Salt Water Supply untuk membersihkan peralatan pam	8,360	-	1,600	-
Salt Water Supply membersihkan pam kolam air	2,262	5,000	2,000	-
Membersih Peralatan Pam ketika tercemas	-	100	100	-
Untuk pertukaran kepada blok metering	25,080	-	24,000	-
Pembinaan line house di Woodleigh	-	40,000	-	-
Pembelian Venturi Recorder	-	40,000	-	-
Kabel Elektrik ke Quaters at Kolam Air Seletar	-	-	9,000	-
Stor kimia Bukit Timah	-	-	70,000	70,000
Perbelanjaan untuk pembinaan Kelab Rekreasi Pontian	310	-	500	500
Perbelanjaan Awal Boring di Bedok	7,067	-	-	-
Pembaikan kuarters buruh di pusat saringan Woodleigh	-	-	-	17,500
Pembaikan di Bangunan Jabatan Bekalan Air	-	-	-	17,500
	-	-	-	102,000

BUTIR-BUTIR PERBELANJAAN	PERBELANJAAN BENAR 1952 (\$)	1953		ANGGARAN I (\$)
		ANGGARAN YANG DIPERSETUJUI (\$)	ANGGARAN SEBELUM(\$)	
Pembinaan Garaj dan kedai peralatan kayu di Gunung Pulau	-	-	-	20,000
Pembuatan Klorin Storm Water Drainage di Pontian Stor Baru di Pontian	-	-	-	35,000
3 Trak baru untuk kerja-kerja perbekalan Air	-	-	-	10,000
Polis Kerajaan Johor				
- Kostabel khas dari akaun 1952 dibina ke akaun 1954	-	-	19,612	-
- Jalan Gunung Pulau ke Pontian	-	-	80,000	7,000
- Jalan kolam Air Mckitchie	-	-	-	5,000
- Jalan Woodleigh	-	-	65,000	-
- Kolam Air Pierce	-	-	6,000	-
Jumlah dari perbelanjaan Jabatan Bekalan Air	1,111,666	1,438,700	1,803,430	1,506,380
	11,006,74	12,664,068	13,161,663	14,361,610

Sumber: CO 940/95: Budget of Singapore City Council for 1954, 18 Februari 1954.

LAMPIRAN 11

ANGGARAN PENDAPATAN JABATAN BEKALAN AIR 1955

BUTIR-BUTIR PERBELANJAAN	PERBELANJAAN BENAR 1953 \$	1954		ANGGARAN 1955
		ANGGARAN YANG DIPERSETUJUI \$	ANGGARAN SEBELUMNYA	
i) Menyiapkan skim Gunung Pulai	2,023,388	2,000,000	1,600,000	2,000,000
ii) Skim Sungai Tebrau	4,130,452	6,000,000	3,200,000	3,000,000
iii) Pemasangan paip utama	1,991,197	597,000	1,164,397	100,000
iv) Quaters	233,213	779,044	622,793	660,100
v) Pemasangan saluran paip	114,619	514,000	264,800	1,000,000
vi) Pengalihan ke Pusat Penapisan Bkt. Timah	2,330	-	-	-
vii) Kerja-kerja perawatan di kolam air Pierce dan kolam Air Ulu Pierce	163,612	2,000,000	150,000	2,000,000
viii) Kolam Air perkhidmatan di Jln. Eunus	-	80,000	200,000	50,000
	-	-	-	200,000

BUTIR-BUTIR HASIL PENDAPATAN DARI SEKTOR-SEKTOR	PERBELANJAAN 1953 (\$)	(\$) ANGGARAN YANG DIPERSETUJUI	(\$) ANGGARAN SEBELUMNYA	ANGGARAN
Sewa air untuk pili bomba:				
City Council	424,200	437,250	435,600	443,100
Lembaga Air Luar Bandar	49,950	56,000	54,150	68,400
Sewaan Meter	6,809	7,500	8,000	8,000
Sewa untuk quater seakitangan	15,126	17,500	18,000	40,000
Sewa untuk quater buruh	-	-	162,800	134,700
Menggunakan yuran	41,051	4,000	5,000	5,000
lain-lain	121,325	55,000	93,000	84,000
Bunga untuk pinjaman tambahan	8,966	10,000	10,000	1,000
	12,698,159	14,310,615	14,672,080	15,643,900
Perbelanjaan untuk kos penyaluran	173,395	80,000	236,000	100,000
Perbelanjaan dari <i>Rate fund</i> untuk <i>flouridation</i> bekalan air	-	-	-	100
Sumbangan kemusnahan akibat perang	-	-	431,718	100
Jumlah	12,871,554	14,390,615	15,339,798	15,744,100

Sumber: CO 940/105: Budget of Singapore City Council 1955, 23 Disember 1954

BUTIR-BUTIR HASIL PENDAPATAN DARI SEKTOR-SEKTOR	PERBELANJAAN 1953 (S)	ANGGARAN 195	
		ANGGARAN YANG DIPERSETUJUI (S)	ANGGARAN SEBELUMNYA (S)
Jualan Air			
Perkapalan	929,086	962,500	990,000
Domestik - dalam kawasan majlis perbandaran Singapore	2,556,356	2,781,625	3,575,000
Domestik - di luar majlis perbandaran Singapore	473,446	559,750	765,000
Air yang diproses untuk dijual	392,183	379,320	500,000
Air untuk kegunaan perdagangan atau perniagaan - hotel kedai kopi, boarding houses, dsbnya	1,319,867 3,093,744	- 5,410,470	- 5,330,000
Bayaran minimum	8,531	10,000	8,000
Perkhidmatan tentera	1,545,941	1,574,145	1,738,000
Air untuk kerajaan Johore	160,007	184,390	187,000
Air Majlis Perbandaran			
Paip tegak untuk orang ramai	324,385	384,050	346,000
Latrines	92,475	102,415	96,250
Lain-lain	318,518	358,450	327,250
Kerajaan Singapore	805,772	927,000	948,000
Tabung Amanah Pembangunan Singapura	2,134	30,610	3,160
Kolam Renang	3,446	4,270	3,850
Salt Water Supply	41,841	54,370	41,250

Sumber: CO 940/105: Budget of Singapore City Council 1955, 23 Disember 1954

LAMPIRAN SALINAN PETA

1. Peta 1- "Lenggiu River Scheme" (Dilukis Semula)

Sumber: Singapore Municipality Report, Singapore, Methodist Publishing House, 1923

2. Peta 2 - "Water Supply of Johore Bharu" (Dilukis Semula)

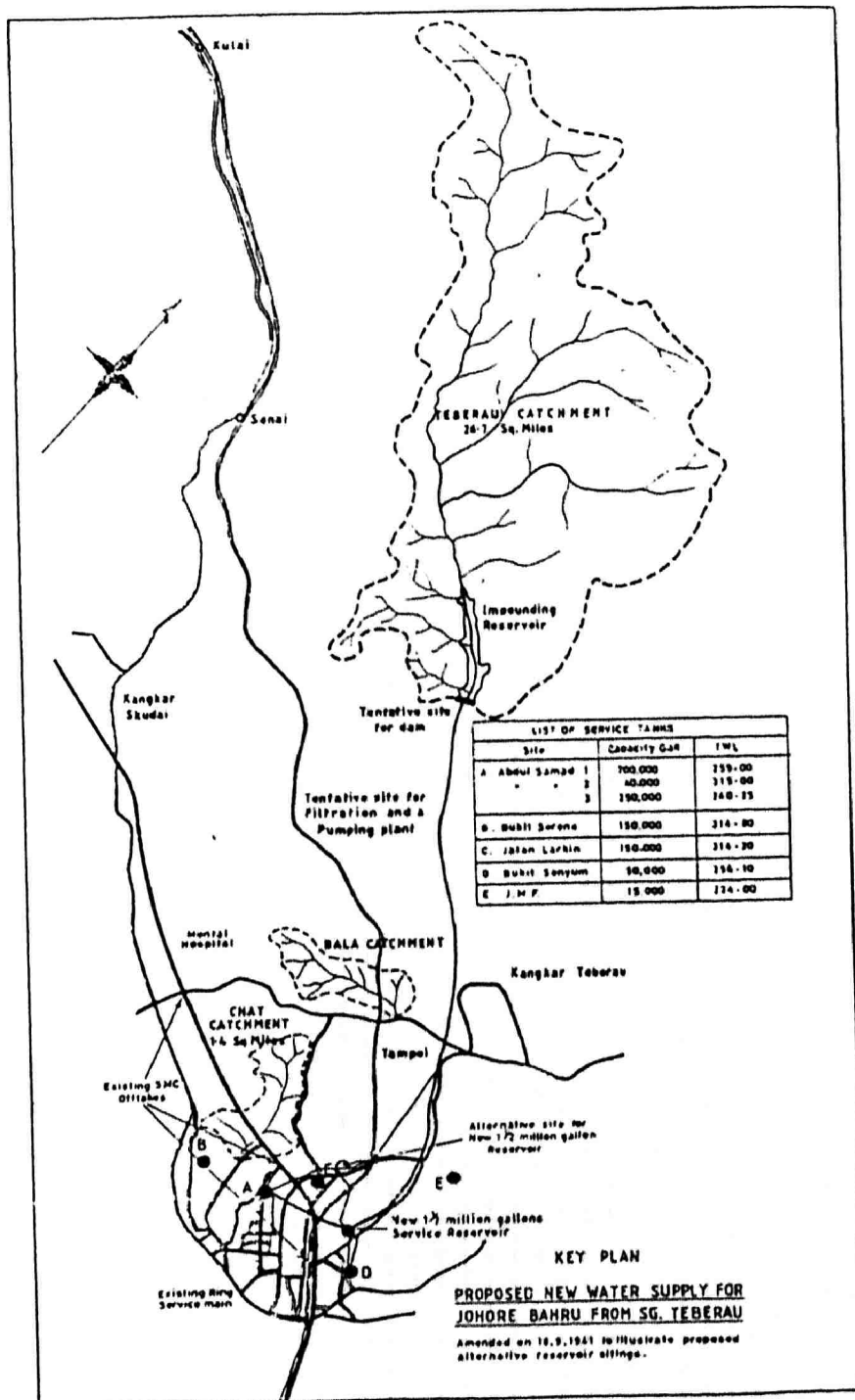
Sumber : SSJ Conference 34/40, 1941

3. Peta 3- "Protected Catchment Areas and New Catchment Areas" (Peta Asal)

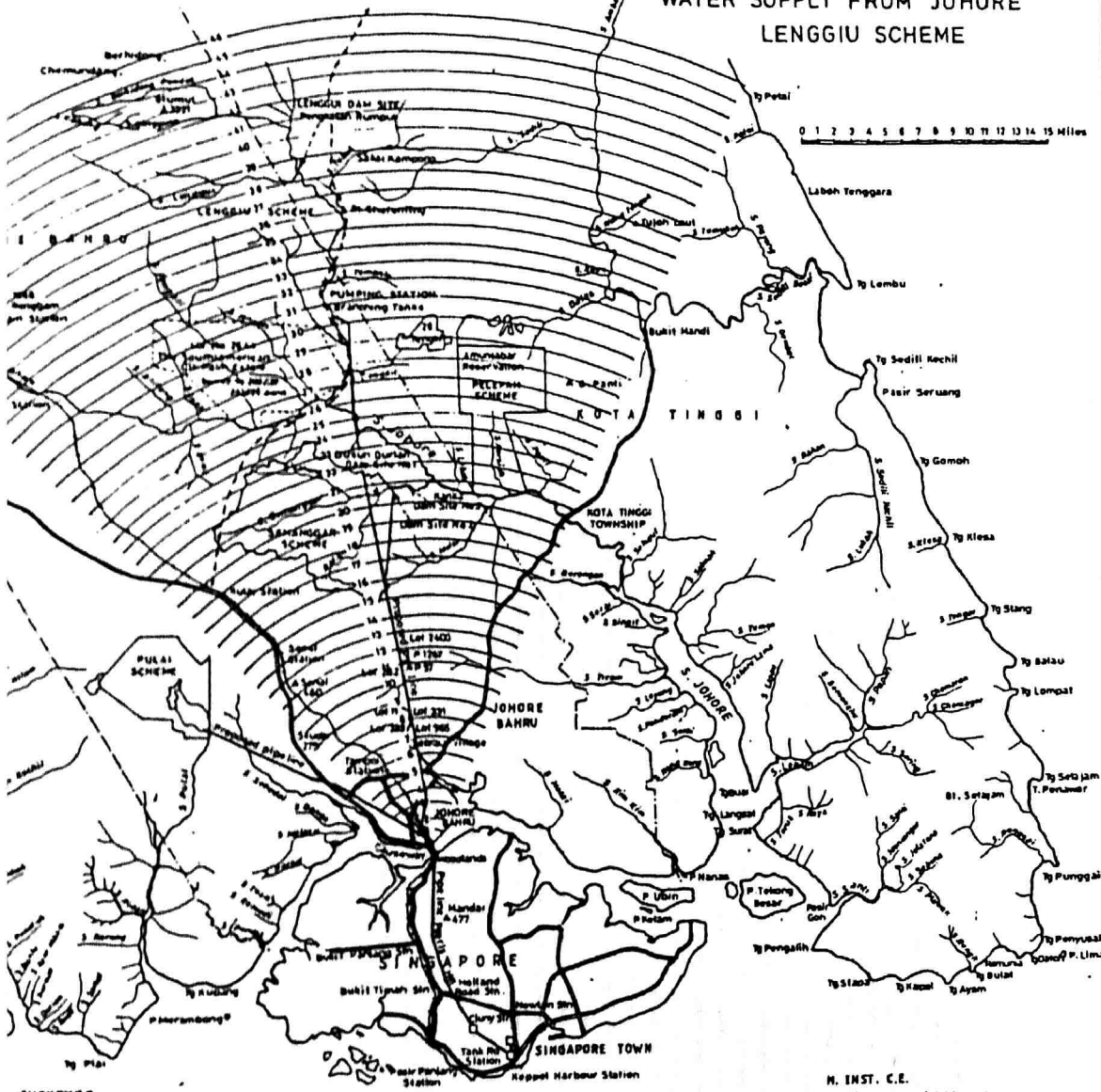
Sumber: CO 953/9/2: Waterworks Extension, 1950, tiada folio.

4. Peta 4- "Existing Water Mains" (Peta Asal)

Sumber: CO 953/9/2: Waterworks Extension, 1950, tiada folio.

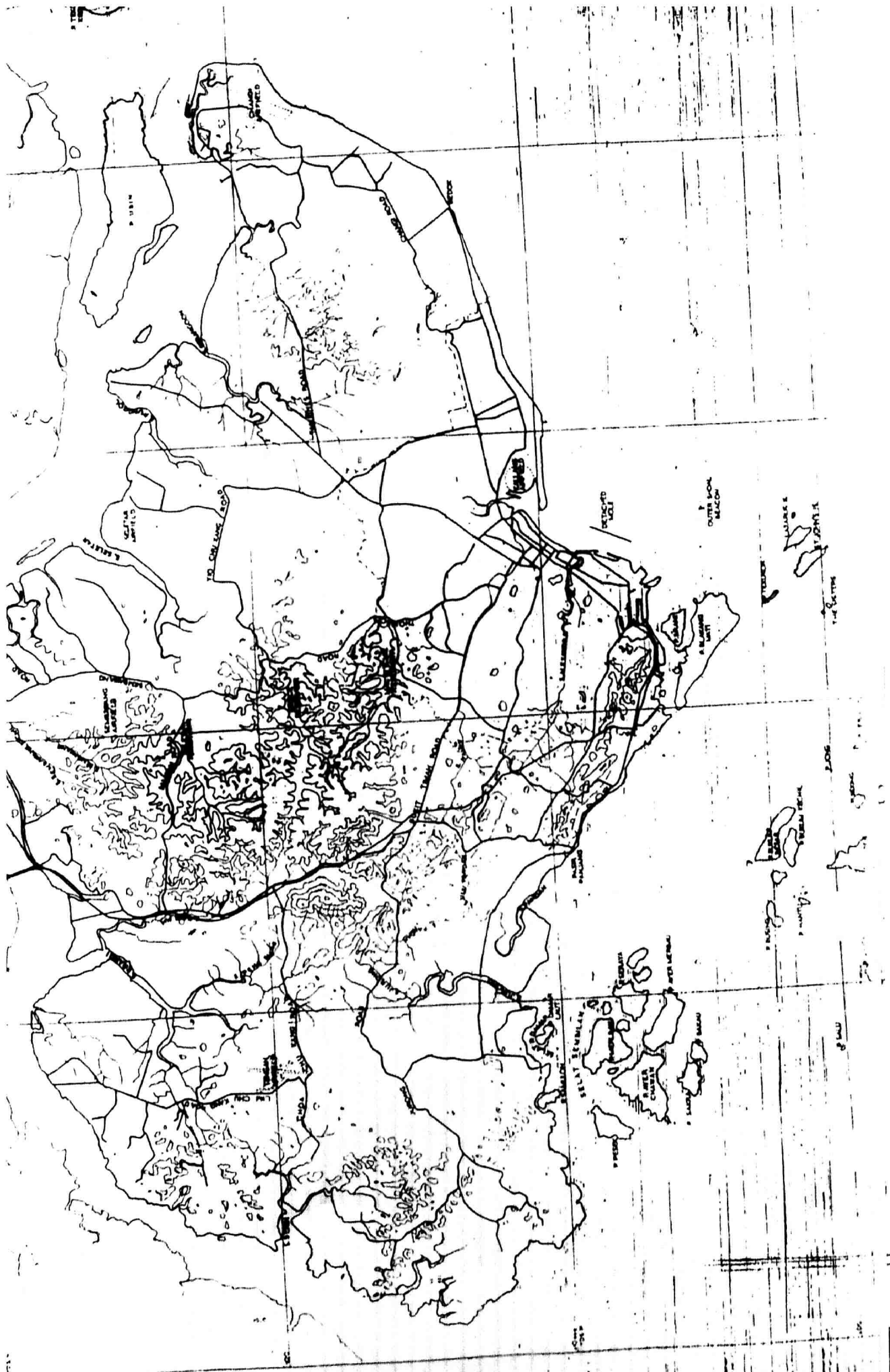


SINGAPORE MUNICIPALITY
WATER SUPPLY FROM JOHORE
LENGGIU SCHEME



SURVEYOR,
Municipal Survey Office,
Bahr. 21. 7. 23.

M. INST. C.E.
2/8/73 Water Engineer (Special Works)



LAMPIRAN SALINAN FAIL KERAJAAN

1. Salinan Fail 1- "Memorandum of Conference at Johore Bharu on Subject of Gunung Pulai and Pelepah Water Supply, 1921"

Sumber: CLMJ 2465/20: Water Supply From Johore, 2 Julai 1921.

2. Salinan Fail 2- "Gunung Pulai Agreement (draft)

Sumber: GA 764/23: re Gunong Pulai Agreement, 8 September 1924.

3. Salinan Fail 3- "Agreement As to Water Rights at Gunong Pulai, His Highness The Sultan and Sovereign Ruler of the State and Territories of Johore and The Municipal Commissioners of The Town of Singapore, 5 Disember 1927"

Sumber: 764/23 : Agreement As to Water Right, 5 Disember 1927.

4. Salinan Fail 4-"New Waterworks Agreement with Singapore, City Council"

Sumber: SSJ 8/48 : Water Supply Agreement, 5 Mac 1955.

5. Salinan Fail 5- "Proposed Water Agreement with Singapore, City Council, Heads of Agreement (First Draft)"

Sumber: SSJ 8/48: Water Supply Agreement, 6 Mac 1956.

(17)

Memorandum of Conference at Johore Bahru
on subject of Gunung Pulai & Palepah Water Supply.

P r e s e n t

The General Adviser, Johore : President, Municipal
Commissioners, Singapore

State Engineer : Engineer-in-Chief,
Singapore

Tan Bana
President, Municipal : Water Engineer, Special
Commissioners, Johore Works

The first matter discussed was the Gunung Pulai working
agreement between Johore and the Commissioners, Singapore.

The Singapore representatives suggest that the capital cost
of the scheme on the Johore side of the straits should be divided
between Johore and Singapore on the basis that, taking the maximum
supply at 7,200,000, Johore should be debited in the proportion
to estimated maximum supply (1,200,000), or 1/6 of the total.

Rough estimates were produced showing that on this basis the
cost to Johore might be 39 cents per 1,000 ^{gallons} if 1,200,000 ^{gallons} were taken (the
part from maintenance charges) *banah*.

The General Adviser demurred, pointing out that if only
500 gallons were taken by Johore the charge would have to be doubled
that the Johore charge for their existing supply was only 30 cents.
may increase
He concluded by the Singapore representatives that the less Johore
took from the new scheme the better Singapore would be pleased (and *it was*
600,000
estimated that a partial supply of 3,000,000 gallons would be available
at 3 years hence, while the full supply would be available some 7 years
hence. After considerable discussion the following agreement was come to
subject to confirmation by ^{the} Johore Government and Municipal Commissioners,
(Singapore):-

Terms of Agreement

GUNUNG PULAI.

Johore to have the right to take from the time of the first
divul of Gunung Pulai water at Johore, (probably 1924 and) until the
completion of the scheme, (probably 1928) a maximum of 500,000 gallons
any one day, and from the completion of the scheme onwards, 800,000

... at a price of 35 cents per 1,000 gallons. ^{gross weight}

Johore to grant to the Commissioners free of cost any State Land required in Gunung Pulai for the present scheme and to reserve for the present the whole of Gunung Pulai ^{including} of all charges.

The Water Engineer, Special Works, to forward to the General Adviser as soon as possible a plan showing survey of present scheme and Singapore to inform Johore as early as possible regarding their requirements with regard to land of Gunung Pulai ^{not belonging to the State}.

Johore to extend facilities for the acquisition, at the cost of Municipal Commissioners, Singapore, of all ^{penetration} way leaves, pipe lines, sites for landing materials and construction works.

Will agree to the use of granite for the construction of the works in Johore. (N.B. - question of granite on Gunung Pulai not raised - it was stated that the grant of land would cover right to use the granite).

MUNTALAK.

It was mutually agreed that as Singapore would not require the water from this area for some 10 years (Johore would reserve this area as from 10 years hence and in the meantime permit ^{mining} operations to be conducted such operations not exceeding beyond 1931.)

Singapore from 1930 onwards to give 1 year's notice of their desire to utilise any of the Muntaluk area ^{when the terms will be discussed upon which the land will be granted.} Johore would ^{not interfere with} preserve all of the Singapore stream gauges on this area.

Note, all the alterations in ^{ink} red have been made by the General Adviser in the original document.

(Signed R. J. Farner)
PNC Singapore
19/11/41

Preside

Sir,

I have the honour to acknowledge the receipt of your letter Water 1202/23 dated the 28th of March and to say that the Johore Government agrees to the draft forwarded in your letter subject to the following :—

- (a) The words "for ever" are to be deleted wherever they occur;
- (b) Clause 4 it is suggested that the period of 21 years referred to in the first and second line should be reduced to a period of 15 years, the period mentioned in clause 27;
- (c) Clause 4 the Government would prefer that the period within which notice is to be given by the Commissioners which is put at six months in the eleventh line should be reduced to four months;
- (d) Clause 21 in the ninth line the points at which water should be taken should be not exceeding six in all instead of three;
- (e) At the end of Clause 27 the following words should be added
"and the terms of these presents shall be revised in accordance with the finding of the person agreed upon or appointed."
- (f) Clause 9 in the ninth line for "Commissioner of Lands" read "Commissioner of Lands and Mines, Johore."

Resident,

Principal Commissioners,

SINGAPORE.

Memorandum on amendments made in consequence of interview
between Legal Adviser Johore and Municipal Commissioners'
Solicitors.

Clause 1. Amended as desired by the Legal Adviser.

Clause 3. ---do--- ---do---

Clause 4. Amended with a view to meet the Legal Adviser's
desire that the clause should give the Commissioners
the first refusal of the land only.

The figure "25" takes the place of "21" which
we understand is the correct area.

Clause 5. Amended as desired by the Legal Adviser.

Clause 6. ---do--- ---do---

Clause 7. ---do--- ---do---

Clause 9. Amended as desired by the Legal Adviser and as dis-
cussed with him.

Clause 11. Drew & Napier discussed with the Legal Adviser the
question of the title and the latter had no objection
to Grants being issued and accordingly the provision
for the reservation of the land have been left and
paragraph 2 of clause 11 gives the right to call for
Grants in case in the future it should be found
desirable e.g. if the Commissioners should desire to
make the water undertaking security for issue of
debentures.

Clause 16. The original paragraph is amended as desired by the
Legal Adviser and as a consequence the second para-
graph of the clause has been added which is an
important safeguard for both parties.

Clause 19. Amended as desired by the Legal Adviser; form to be
considered by him.

Clause 20. Amended as desired by the Legal Adviser.

Clause 21. The words "not exceeding three" now stand in the
clause and it is understood that the State Engineer
and Water Engineer have agreed together as to this.
The clause has also been amended (and it is under-
stood that the Legal Adviser has no objection)
so as to provide that the Commissioners pay for
junctions required by Johore at or before the time
the pipe-line is laid and the Johore Government pay
for junctions required by it after the main is laid.

Clause 22. Amended as pointed out by the Legal Adviser.

Clause 24. Provision has been made for dates of payment.

Clause 27. Is amended by making it apply to the whole of the supply from Johore and not only in Johore but no other amendment has been made and the clause now closely follows the lines of the Agreement.

Clause 28. Has been deleted and in its place a clause required by the Legal Adviser has been inserted.

(Sgd) D. & N.

10, Collyer Quay,
Singapore. 8th Sept 19 24

APR/CRH

Sir,

Municipal Commissioners
re Gungah Pulai Agreement

We have the honour to enclose in duplicate a print of the Agreement showing in red ink the amendments made pursuant to our discussion with you and the General Adviser and we comment as follows.

Generally - We think it would be better to make the document in the form of an indenture. There can, we think, be no objection to this. "These presents" therefore takes the place of "this Agreement".

Parties - Should not come such words as "his heirs and successors" appear after the words "Sultan of Johore".⁷

For ever is deleted throughout.

Clause 2 - The words "subject etc" are inserted as arranged and for consistency we have substituted the same words in clause 3 for those now there.

Clause 5 - "and permanently" is inserted to accord with the other clauses where this expression appears.

Clause 7 - The altered position of "of land" is more grammatical.

Clause 21 - "Six" is agreed.

Clause 27 - The Commissioners think it better to give an oppor-

nity for mutual agreement first before the matter of royalty goes
r decision by a third party. Therefore we have provided a chance
mutual agreement after the Government has examined the accounts
d again after the "Examiner" has found excessive profits to exist

The ~~fourth~~ fourth paragraph of the new draft clause
quires your consideration. The point from the Commissioners' vi
; that the existence of excessive profits during a part of the 15
ars should not entail modification of the payments, but that the
ould only follow if excessive profits are in existence at the en
f and will continue after the period. For the 15 years, the Agree
ent is to stand whatever happens as regards profits.

New clause 31 - The question of title has never been quite
lear as the dispositions are not covered by the Land Enactment
nder which rights can be acquired only by the methods then pres-
cribed. We have drafted this clause, therefore, as being in the
ature of an agreement for further assurance, and think there shou
be no objection. It goes no further than providing for the Commis
ioners getting such title and rights as the Agreement is designed
give them but may possibly not give them owing to the lack of som
such act as registration.

Attestation - Please fill in the proper attestation clau
for the sealing by the Johore Government.

JN

The Legal Adviser Johore

(3)

Please retain one complete copy approved or amended.

We have the honour to be,

Sir,

Your obedient servants,





Legal Adviser,

JOHORE BAHRU

Dated 5th December, 1927.

HIS HIGHNESS THE SULTAN AND
SOVEREIGN RULER OF THE STATE
AND TERRITORIES OF JOHORE

AND

THE MUNICIPAL COMMISSIONERS OF
THE TOWN OF SINGAPORE.

AGREEMENT

AS TO

WATER RIGHTS

AT

GUNONG PULAI.

THIS INDENTURE made the 5th day of December One thousand nine hundred and twenty-seven between HIS HIGHNESS IBRAHIM SULTAN AND SOVEREIGN RULER OF THE STATE AND TERRITORIES OF JOHORE, HIS HEIRS AND SUCCESSORS (hereinafter called "the Johore Government") of the one part and THE MUNICIPAL COMMISSIONERS OF THE TOWN OF SINGAPORE (hereinafter called "the Commissioners") of the other part.

WITNESSETH as follows:—

1. In consideration of the rents and covenants on the part of the Commissioners hereinafter reserved and contained the Johore Government will forthwith permanently reserve under the provisions of section 9 of the Land Enactment, 1910, or otherwise effectively and permanently set aside for the purposes herein mentioned, all the land situate at Gunong Pulai containing an area of approximately 2,100 acres the approximate boundaries of which are delineated and edged pink in the plan hereto annexed and marked "Plan A".

2. The Johore Government hereby grants, subject to the several covenants on the part of the Commissioners and stipulations hereinafter contained, unto the Commissioners—

1. The full and exclusive right and liberty to enter upon and occupy and use for the purposes herein mentioned all the said land.

2. The full and exclusive right and liberty to take impound and use all the water which from time to time may be or be brought or stored in upon or under the said land.

3. The Commissioners will pay to the Johore Government the yearly rent of 30 cents for every acre or part of an acre of the said land to be paid in advance on the first day of January in every year during the continuance of these presents the first of such payments to be made on the signing hereof in respect of the year 1924.

4. The Johore Government will not for the period of 21 years from the date hereof without the consent in writing of the Commissioners alienate any part of the land containing an area of approximately 25 square miles the approximate boundaries of which are delineated and edged blue in the said plan marked "Plan A". Provided always that whenever the Johore Government shall receive an application made *bona fide* for any part of such land which it is willing to comply with upon terms which the applicant is willing to accept, the Johore Government will give notice thereof in writing to the Commissioners and if within six months from the receipt of such notice the Commissioners shall not give such notice as is next hereinafter mentioned the Johore Government shall be at liberty to alienate to the applicant but to no other the land specified in such application, but if within the said period of six months the Commissioners shall give notice to the Johore Government to the effect that such land is not to be alienated or that they require such land then such last mentioned notice shall be deemed to be given and shall have the same effect and the same consequences as a notice given under the provisions of clause 5.

5. Whenever from time to time the Commissioners shall give notice in writing to the Johore Government that they require to use and occupy any part or parts of the said land being then State Land edged blue on the said plan marked "Plan A" for the purposes herein mentioned the Johore Government will forthwith permanently reserve under the provisions of section 9 of the said Enactment or otherwise effectively and permanently set aside the land specified in such notice for the purposes herein mentioned.

6. The Johore Government hereby grants, subject to the several covenants on the part of the Commissioners and stipulations hereinafter contained, unto the Commissioners from the time when any such notice as aforesaid is given by the Commissioners—

1. The full and exclusive right and liberty to enter upon and occupy and use for the purposes herein mentioned all land mentioned in every such notice as aforesaid.

2. The full and exclusive right and liberty to take impound and use all the water which from time to time may be or be brought in upon or under such land.

7. The Commissioners will pay to the Johore Government in every year the sum of \$5 for every acre of land (and so in proportion for any less period or any less area) so reserved or set aside under the provisions of clause 5 to be paid in advance on the 1st day of January in every year during the continuance of these presents, the first of such payments in respect of any land specified in any notice given under the provisions of clause 5 to be made when notification of the reservation thereof is published in the *Johore Government Gazette*.

8. The Johore Government will permanently reserve under the provisions of section 9 of the said enactment or otherwise effectively and permanently set aside for the purposes herein mentioned all such pieces of land 33 feet in width lying within and along the whole length of the land shown and coloured brown on the plan hereto annexed and marked "Plan B" as the Commissioners shall from time to time by notice in writing require the Johore Government to reserve for such purposes. Provided always that nothing in this clause contained shall be deemed to apply to any public road, public road reserve, Government reserve or Government railway line within the land shown and coloured brown on the said plan marked "Plan E".

The Commissioners may forthwith enter upon the land coloured brown on the said plan marked "Plan B" and will demarcate with all reasonable speed the land to be so reserved.

9. The Johore Government will acquire all land lying within the land edged blue on the said plan marked "Plan A" and lying within the land coloured brown on the said plan marked "Plan B" which is not State land and which the Commissioners may by notice in writing require to be reserved for them as aforesaid, and after every acquisition is completed the Commissioners will pay to the Johore Government the price or compensation paid therefor and all disbursements made in connection with the acquisition. The certificate of the Commissioner of Lands and Mines, Johore, as to the amount payable by the Commissioners shall be conclusive and binding on the parties hereto and such amount shall be paid upon demand and bear interest at the rate of 6 cent. per annum from the time of demand until payment.

The Commissioners shall have the right to appear and be heard and to adduce evidence at the hearing of the proceedings for all such acquisitions.

10. The Johore Government hereby grants unto the Commissioners—

1. The right to enter upon occupy and use the land lying within the said land coloured brown on the said plan marked "Plan B" other than public roads, public road reserves, Government reserves, or Government railway lines, for the purposes herein mentioned and in particular to lay and maintain there pipe-lines and aqueducts and other works constructions and things requisite or expedient or convenient for water-works and the supply of water.
2. The right to lay and maintain pipe-lines and aqueducts along or under such parts of public roads, public road reserves, Government reserves and Government railway lines existing at the date of these presents as lie in the line of direction of the land coloured brown on the said plan marked "Plan B", the Commissioners making good damage to the said public roads, public road reserves, Government reserves and Government railway lines in accordance with the provisions of clause 20. The work which the Commissioners shall require to do in exercise of the right given by this sub-clause shall be carried out in such manner as the State Engineer may reasonably require and in case of dispute as to the reasonableness of any such requirement the work shall not be proceeded with unless and until such dispute shall be settled by arbitration hereunder or otherwise.

11. (1) The land described in clause 1 and the land which may be specified in any notice given under clause 4, clause 5 or clause 8, are hereinafter referred to as *the reserved land*.

(2) The Johore Government will, whenever required by the Commissioners by notice in writing, forthwith prepare register and issue to the Commissioners a Grant or Grants of all or any part or parts of the reserved land which may be specified in any such notice. Every such Grant shall be expressed to be for the purposes of these presents and to be subject to such of the provisions hereof as are applicable to the reserved land. The Commissioners will pay to the Johore Government the expenses of and in connection with the preparation registration and issue of every such Grant. No premium shall be payable in respect of any such Grant.

12. The Johore Government hereby grants unto the Commissioners their servants agents and all persons authorised by them full and free right and liberty at all times to pass to and from all the reserved land with or without vehicles of any description.

13. The Commissioners may occupy and use the reserved land for all or any of the purposes following that is to say :—

1. To construct and maintain water-works.
2. To construct and maintain reservoirs, dams, tanks, pipe-lines, aqueducts, filters and other things requisite for water-works.
3. To construct and maintain all works incidental to or convenient for all or any of the purposes herein mentioned.
4. To erect and maintain buildings machinery and plant requisite, expedient or convenient for all or any of the said purposes.
5. To erect and maintain houses and other buildings for and in connection with the construction maintenance and upkeep of all the said works and things and with the water-works staff of the Commissioners and their requirements.
6. Every other purpose properly connected with or incidental to or convenient for all or any of the said purposes.

14. Any dispute which shall arise between the Johore Government and the Commissioners as to whether any building is within the provisions of the last preceding clause shall be submitted to the decision of His Highness the Sultan in Council whose decision shall be final.

15. All buildings, erections, fixtures, machinery, plant, materials, effects and things at any time or times erected on or brought upon or affixed to the reserved land by the Commissioners shall be and remain the property of the Commissioners notwithstanding that the same may be affixed to or built into or under the reserved land.

16. The Johore Government will not do at any time upon the reserved land or in its vicinity any act or thing whereby the purity of the water or the flow of water may be affected or interfered with and will use its best endeavours to prevent any such act or thing being done upon the reserved land or in its vicinity.

Every alienation of any of the land edged blue on the said plan marked "Plan A" to persons other than the Commissioners shall be subject to the condition that no act or thing whereby the purity of the water or the flow of water may be affected or interfered with shall be done or suffered to be done.

17. The Commissioners will commence the construction of the said water and other works on the reserved land as soon as possible after the signing hereof and will use their best endeavours to commence to supply water therefrom not later than the 1st day of August, 1927, but failure in this respect shall not give rise to any claim for damages or otherwise howsoever by the Johore Government.

18. The Commissioners may fell and use for and in connection with any of the said purposes timber and firewood on the reserved land but shall not remove any timber or firewood therefrom.

19. The Commissioners may quarry and use granite on the reserved land for and in connection with any of the purposes herein mentioned but not for any other purposes.

20. The Commissioners will make good all damage done to the roads and public works of the Johore Government in the course of laying, maintaining, renewing or repairing the said pipe-line other than such damage as may be attributed to fair wear and tear. Should the Commissioners fail to make good any such damage in accordance with the foregoing covenant to the satisfaction of the State Engineer, Johore, within one month from the receipt of a notice in writing from him so to do the damage may be made good by the State Engineer, Johore, and the cost thereof shall be recoverable from the Commissioners. And the certificate of the State Engineer shall be conclusive evidence of the sum due by the Commissioners in respect of damage which they may be liable to make good but shall not be conclusive as to the liability of the Commissioners to make good the repairs carried out by the State Engineer.

21. The Commissioners will at any time after a supply of water is available and after one calendar month's notice in writing given to them by the Johore Government requiring water to be supplied supply to the Johore Government water in bulk from the reserved land in such quantity up to but not exceeding the quantities mentioned in clauses 22 and 23 as the Johore Government may require from time to time by notice in writing to the Commissioners. The water shall be supplied at such point or points not exceeding six on the main pipe-line as the Johore Government acting by the State Engineer of Johore shall specify to the Commissioners in writing. If the State Engineer shall so specify the said point or points before the main pipe-line shall be laid thereto the Commissioners will at their own expense construct at such point or points proper outlets and junctions for connecting thereto the pipes of the Johore Government.

If the said point or points shall be so specified after the main pipe-line shall be laid thereto the Commissioners will construct thereat such proper outlets and junctions as aforesaid and the Johore Government will reimburse to them the expense of constructing the same and the certificate of the Municipal President as to the amount of such expense shall be conclusive evidence thereof.

22. The Johore Government shall be entitled to require the supply of 800,000 gallons of water in every day of 24 hours ending at 12 noon. Nothing herein shall oblige the Johore Government to take the said quantity of or any water.

23. If at any time or times after the end of the year 1929 the Johore Government shall prove to the Commissioners that the said 800,000 gallons of water per day is insufficient to meet the proper and reasonable requirements of the inhabitants of the Town of Johore Bahru then the Johore Government shall be entitled to require the supply of such additional quantity of water per day of 24 hours ending at 12 noon as shall be with the said 800,000 gallons sufficient to meet the proper and reasonable requirements of the said inhabitants provided always that the Commissioners shall not in any event be liable to supply a quantity of water greater than 1,200,000 gallons per day.

Any dispute which shall arise as to such insufficiency or as to such additional quantity shall be referred to arbitration in manner hereinafter mentioned.

24. The Johore Government will pay to the Commissioners the sum of 25 cents for every 1,000 gallons of water supplied by the Commissioners and shall not be liable for any other charge or sum in respect of the said supply of water. Moneys payable under this clause shall be paid by the Johore Government to the Commissioners on the 31st day of March, the 30th day of June, the 30th day of September and the 31st day of December in every year.

25. The State Engineer and any person authorised by him in writing may at all times inspect any meter installed by the Commissioners for the purpose of recording the said supply of water.

26. The Commissioners will not unless prevented by drought or accident or by some cause beyond their control or except in the case of grave emergency diminish or discontinue the said supply of water without the consent in writing of the State Engineer of Johore and such consent shall not be unreasonably withheld.

Any dispute which shall arise under or upon the provisions of this clause shall be referred to the decision of His Excellency the Governor of the Straits Settlements whose decision shall be final.

27. As soon as possible after the expiration of 15 years from the time when water is first supplied in Singapore from the reserved land the Commissioners will submit to the Johore Government the whole of their accounts comprising capital expenditure income and outgoings for the purpose of ascertaining whether or not the profits made by the Commissioners from the said supply of water from Johore are excessive.

If upon an examination of the said accounts the Johore Government shall consider that no modification in the respects mentioned in sub-clauses (a) and (b) of this clause is required, the provisions of this Agreement shall not be modified.

If upon an examination of the said accounts the Johore Government shall consider that modifications in the said respects should be made and if the Commissioners and the Johore Government shall be unable to mutually agree upon what modifications should be made then the whole of the said accounts and the questions hereinafter mentioned shall be submitted to some person agreed upon by the parties hereto or failing agreement to some person appointed by His Excellency the Governor of the Straits Settlements (which person is hereinafter referred to as "the Examiner").

The questions to be submitted to the Examiner shall be,

- (a) whether or not the said profits over the said period of 15 years have been excessive, and if so, to what extent ;
- (b) whether or not the said profits at the end of the said period were excessive, and if so, to what extent ;
- (c) whether or not the said profits appear likely to continue to be excessive, and if so, to what extent.

The Commissioners and the Johore Government shall have the right to appear by any officer or by Counsel and to adduce evidence before the Examiner.

In considering the questions submitted to him, the Examiner shall have regard to all the circumstances including any capital expenditure that may be in contemplation and all proper deductions for depreciation.

If the Examiner shall find such profits to be and also to appear likely to continue to be excessive and if the Commissioners and Johore Government shall be unable to mutually agree upon what modifications in the said respects shall be made then the matters in dispute or difference shall be referred to His Excellency the Governor of the Straits Settlements who shall have power to adjudge that either or both of the following modifications to these presents shall be made that is to say:—

- (a) That the Commissioners shall pay to the Johore Government a Royalty on water taken from the State of Johore at such rate from such date (not retrospective) and for such period as His Excellency the Governor shall adjudge.
- (b) That the charge of 25 cents mentioned in clause 24 hereof shall be reduced to such sum from such date (not retrospective) and for such period as His Excellency the Governor shall adjudge.

If either or both of the said modifications shall be so adjudged the provisions hereof shall be modified accordingly but these presents shall not be modified otherwise and subject as aforesaid shall continue of full force and effect.

28. The Commissioners will not supply water within the State of Johore except to the Johore Government.

29. If at any time hereafter any dispute difference or question not being such as is expressly provided for herein shall arise between the parties hereto touching the construction meaning or effect of these presents or any of the provisions hereof or the rights or liabilities of the parties hereto respectively under these presents or otherwise howsoever in relation to the premises or the subject matter of these presents then every such dispute difference or question shall be referred to arbitration in accordance with the law of Johore for the time being in force relating to arbitration.

30. A notice required to be served under the provisions hereof shall be sufficiently served

- (a) on the Commissioners, if left with or put in the post addressed to the Municipal Secretary;
- (b) on the Johore Government, if left with or put in the post addressed to the State Secretary

and a notice put in the post so addressed shall be deemed to be served 24 hours after being posted.

31. If at any time or times hereafter it shall appear that, for the purpose of validly legally and effectually vesting in the Commissioners any right or interest (whether in or in relation to the reserved land or otherwise) expressed or intended by these presents to be granted to or vested in the Commissioners, it is requisite that any instrument, registration, act or thing should be signed made or done, then the Johore Government will upon the request of the Commissioners forthwith sign make and do every instrument registration act and thing that may be requisite for such purpose.

IN WITNESS WHEREOF His Highness Ibrahim Sultan and Sovereign Ruler of the State and Territories of Johore has hereunto set his hand and caused the Public Seal of the State of Johore and the Commissioners have caused their Common Seal to be hereunto affixed the day and year first above written.

Signed by His Highness Ibrahim Sultan
and Sovereign Ruler of the State and
Territories of Johore and sealed with the
Public Seal of the State of Johore in the
presence of

(Sd:) *I. Abdullah* D.M.B.

(Sd:) *H. M. Said*
Capt. P.S.

Sealed with the Common Seal of the
Commissioners of the Town of Singapore
in the presence of *R. J. Farre* the
President and of *Lee Chin*

Juan and
Horace W. Raper

two of the Commissioners all of whom
have signed their names hereto

(Sd:) *Ibrahim*

(Sd:) *ابراهيم*

(Sd:) *R. J. Farre*

(Sd:) *Lee Chin Juan*

(Sd:) *Horace W. Raper*

PROPOSED WATER AGREEMENT WITH SINGAPORE CITY COUNCIL.

HEADS OF AGREEMENT (FIRST DRAFT).

PART I - PRELIMINARY.

1. SCOPE OF AGREEMENT.

Water undertakings at Gunong Pulai, Sungai Tebrau and Sungai Scudai.

2. DURATION OF AGREEMENT.

50 years from date of execution, subject to review after 25 years as provided in para.10.

3. DETERMINATION OF 1927 AGREEMENT.

To be determined and replaced by this Agreement.

PART II - LAND CLAUSES.

4. RECITAL OF LAND RESERVED HELD ON TITLE OR OTHERWISE AVAILABLE FOR S.C.C. WATERWORKS.

(1) PULAI CATCHMENT RESERVE.

The present reserve declared by G.N.329/27-4-50 is to be revoked and a reduced area comprising 7043 acres is to be reserved subject to payment of the rent now paid in respect of that area (S23,175 per annum). Action to effect this to be taken now. Agreement to refer to the new reserve specifying the amount of rent payable.

(2) PULAI PIPELINE RESERVE.

Declared by G.N.207/30-5-20. This should be stated. No revision required.

(3) TEBRAU HEADWORKS.

The headworks are on land comprised in C.T.1940, Lot 420, Mukim Tebrau (area 32a. 1r. 0Op., annual rent S30.70). The title is still registered in the name of Tebrau Rubber Estates Ltd.

(4) TEBRAU PIPELINE.

The land rights for this pipeline cannot be simply stated.

partly on State land some of which was acquired at S.C.C.'s expense and which will be defineable as a reserve after survey, partly on land within Railway Reserve in respect of which the City Council holds a licence from the Chief Secretary dated 5.12.51, and partly on State land without defineable boundaries, e.C., road reserves. (CLM.96/55 deals with this.)

5. ACQUISITION OF ALIENATED LAND FOR S.C.C. WATERWORKS.

The Government will, if requested by the City Council, acquire on behalf of the Council any alienated land which may be required for the implementation of the agreement, all compensation, fees, costs or other disbursements whatsoever being paid to the Government by the Council.

6. TENURE OF LAND ACQUIRED.

The Government will reserve under the control of the Council under Section 10 Land Enactment, or will re-alienate on title to the Council at its option, any land acquired on behalf of the Council under the preceding paragraph. In either case the Council will pay to the Government rent on any such land at the rate of \$5 per acre per annum and will pay all survey and other fees due at the rates prescribed from time to time under the Land Enactment.

7. USE AND OCCUPATION OF LAND RESERVED.

The Council will have the sole use and occupation for the purposes of the agreement of all lands reserved under its control for such purposes.

8. PROPERTY IN BUILDINGS AND FIXTURES ON LAND RESERVED.

Buildings and fixtures erected by the Council on land reserved will be the property of the Council.

9. ISSUE OF TITLE FOR LAND RESERVED.

The Government will issue a Grant to the Council in respect of any land reserved for the purpose of the agreement on request by the Council and on revocation of the reserve with its consent. In the case of land reserved at the date of commencement of the agreement or acquired thereafter at the Council's expense no premium will be payable. In other cases the premium payable will be the value of the land as assessed by the Government. The Council will pay survey and other fees in connection with the preparation and issue of title at the rates prescribed from time to time under the Land Enactment and will pay rent at the rate of \$5 per acre per annum. Every such Grant shall be expressly for the purposes of this agreement and shall be subject to such conditions and restrictions as the Government may consider necessary for that purpose.

PART III - WATER RIGHTS TO BE GRANTED BY THE GOVERNMENT.

10. WATER TO BE TAKEN.

(1) PULAI CATCHMENT RESERVE.

The Council will have the full and exclusive right and

liberty to take all water available in the reserve (cf. 1927 Agreement Clauses 2(2) and 6(2).)

(2) TEBRAU RIVER

Subject to the conditions stated in para. 11, the Council shall have the right to draw off at the Tebrau headworks and use water from the Tebrau River.

(3) SCUDAI RIVER.

Subject to the conditions stated in para. 11, the Council shall have the right to draw off water from the Scudai River at an intake to be agreed and to deliver it by pipeline to the Tebrau headworks. (Requirement of pipeline over whole distance not yet agreed.)

11. CONDITIONS FOR DRAW OFF OF WATER FROM TEDRAU AND SCUDAI RIVERS.

- (1) The flow in the Tebrau and Scudai Rivers below the point of pumping shall not be reduced to such an extent that the users of water along the length of the rivers suffer by reason of what is now fresh water being turned to salt water. The burden of proof of such deterioration in the quality of the water shall not lie with the users; their complaint to the Government of Johore, on being investigated and confirmed by the competent State officers, shall be accepted as proof, and the City Council shall take immediate steps, either by increasing the amount of compensation water, or by provision of an alternative supply as the Government may require, to satisfy the persons concerned.
- (2) If the bed level of the Tebrau or Scudai Rivers is found at any time after the start of pumping, to rise to such an extent as to cause damage to the cultivated land bordering the river, then the City Council will take steps, by reducing the quantity of water pumped, dredging, or such other methods as the Government may require to restore the level of the bed of the river to the level as agreed before the start of pumping. The burden of proof of such deterioration of drainage conditions shall not lie on the landowners: their complaint to the Government of Johore, on being investigated and confirmed by the competent State officers, shall be accepted as proof.
- (3) The bed levels of the Tebrau and Scudai Rivers shall be ascertained and agreed by the State Drainage & Irrigation Engineer on behalf of the Government and the City Water Engineer on behalf of the Council at the commencement of this agreement.
- (4) The Council shall indemnify the Government against all damage and claims whatsoever attributable to the drawing off of water by the Council from the Tebrau and/or Scudai Rivers and the Council shall be joined as a party to any action against the Government concerning any such claim.

PART IV - WATER TO BE SUPPLIED TO THE GOVT. BY S.C.C.

12. QUANTITY OF WATER TO BE SUPPLIED.

The Council shall supply pure water to the Government as and when required up to $15\frac{1}{2}$ M.G.D. provided that if at any time the Government shall prove that a supply of $15\frac{1}{2}$ M.G.D. is inadequate to meet the proper and reasonable requirements of the inhabitants of Johore the Government shall be entitled to require the Council to supply and the Council shall supply such quantity of water in excess of $15\frac{1}{2}$ M.G.D. as may be necessary to meet the proper and reasonable requirements of the said inhabitants. Any dispute as to the supply of such additional quantities of water shall be referred to arbitration in the manner provided in paragraph 19. Nothing herein shall oblige the Government to take any quantity of water (cf. 1927 Agreement Clause 22).

13. CONDITIONS FOR THE SUPPLY OF WATER TO THE GOVERNMENT.

- (1) The quality of the pure water will always be up to an accepted standard for human consumption.
- (2) The normal supply pressure in the trunk main will not fall below an O.L. head equal to the T.W.L. of the clear water well at Gunong Pulai Works minus the calculated friction losses under full draw-off conditions.
- (3) The supply will not be unreasonably cut-off or reduced except for unusual circumstances, without prior notice to State Engineer, Johore.
- (4) The Johore Government may draw off at any number of points along the trunk main, and demand circumstances may dictate and after notifying S.C.C. of all details.
- (5) The meters erected at the points will be the property of Singapore, but installation cost will be met by Johore.
- (6) The Johore Government will endeavour to draw water at an even rate during any 24 hour period.
- (7) State Engineer has right to inspect S.C.C. meters.
- (8) Save as provided in paragraph 14, the Council will not supply water within the State of Johore except to the Government.
- (9) The Government shall have full right and liberty to dispose of water supplied to it by the Council at any price as it may from time to time decide.

14. SUPPLY OF WATER TO TEBRAU ESTATE.

The Council may supply water to Tebrau Estate from its Tebrau works any such quantities and on such terms as may be agreed between the Council and the Company with the approval of the Government (not yet agreed - see Part II file enclosure 1.) .

3 15. ROYALTY ON WATER TAKEN OUT OF JOHORE.

3 The Council will pay to the Government royalty at the rate of
3 cents per thousand gallons on all water taken out of Johore.

3 16. CHARGE FOR WATER SUPPLIED TO THE GOVERNMENT.

- 3 (1) The Government will pay to the Council 50 cents per thousand
gallons for all pure water supplied by the Council to the
Government pursuant to this agreement.
- 0 (2) If in any circumstances it were necessary for the Council
with the consent of the Government to supply raw water to
7 the Government, the Government will pay 25 cents per thousand
gallons for all such raw water. (Not yet agreed.)

17. TIME OF PAYMENT OF MONEY DUE.

(Nothing yet proposed. cf. 1927 Agreement Clause 24.)

18. REVIEW.

44(c)
5 The above-mentioned rates of royalty and charges will be subject
to review after the expiry of 25 years from the commencement of
the agreement in the light of any change in the purchasing power
of money which may have occurred. Any dispute arising out of
this review shall be referred to arbitration as provided in
paragraph 19.

PART VI - MISCELLANEOUS PROVISIONS.

19. ARBITRATION.

(Terms of Clause not yet discussed. Principle agreed for
paras. 12 & 13. Top level tribunal and careful drafting
required.)

20. SERVICE.

(cf. 1927 Agreement Clause 30.)

21. DISPOSAL OF S.C.C. WATER UNDERTAKINGS IN JOHORE.

Government have the option to purchase at a value to be agreed
any water undertaking in the State which the Council may wish
to dispose of. (Not discussed with Council. See Para.D 6(b)
and E 6 of 99A.)

S. Angus

(S. Angus)
COMMISSIONER OF LANDS & MINES
JOHORE.

6th March, 1956.

NEW WATER-WORKS AGREEMENT WITH
SINGAPORE CITY COUNCIL.

A. OBJECTS OF PARTIES

1. SINGAPORE CITY COUNCIL

- (a) Maximum supply of water for distribution in Singapore at lowest cost obtainable.
- (b) Immediate access to additional source of supply, capacity of existing supply being insufficient for expanding demand for water both in Singapore and Johore Bahru.
- (c) A long term agreement to safeguard its capital expenditure on expansion of supply.

2. JOHORE

- (a) Maximum supply of water for distribution by the Government in Johore Bahru and district at lowest cost obtainable. (By buying water from the S.C.C. the State avoids most of the capital expenditure otherwise required to provide water supplies for this area).
- (b) Preservation of minimum flow in rivers affected after draw off for water supply to provide for other essential purposes, particularly maintenance of the regime of the rivers to prevent silting.
- (c) Revenue in the form of royalty on water exported from the State. The State has been pressing for a short term agreement, at least in regard to financial clauses, on the assumption that frequent review would be to its advantage.

B. S.C.C. WATER WORKS IN JOHORE

1. EXISTING SUPPLIES

- (a) Pulai;
- (b) Tebrau

2. PROPOSED SUPPLIES

(a) TEBRAU EXTENSION

The proposal made in March 1952 is to increase the capacity of this installation to 50 - 75 m.g.d., the flow in the Sungai Tebrau being supplemented in dry weather by pumping water from the Sungai Scudai into the Sungai Tebrau. This expansion is proposed as an alternative for the time being to development of the Sungai Johore scheme at Kota Tinggi. This is the starting point for the present negotiations.

(b) SUNGEI JOHORE (LUBOK PEKAN)

The S.C.C. has made a tentative bid for reservation of land and some alienated land has been acquired. No details of the scheme are known. This is intended to be the main future source of supply.

...../C.

C. EXISTING AGREEMENTS

1. PULAI

The essentials of the 1927 Agreement are as follows:-

(a) PROVISIONS AS TO QUANTITIES OF WATER

(i) MAXIMUM QUANTITY OF WATER CONCEDED

All water within the reserve catchment area (see clauses 2(2) and 6(2)).

(ii) MAXIMUM QUANTITY OF WATER TO BE SUPPLIED TO JOHORE.

1,200,000 gallons per day (Clause 23).

(b) FINANCIAL PROVISIONS

(i) PRICE TO JOHORE FOR WATER SUPPLIED

25c. per thousand gallons (Clause 24)

(ii) PRICE TO S.C.C. FOR WATER EXPORTED

No charge is specifically provided. There is provision for payment of royalty after 15 years if it were then found that the water undertaking had been making excessive profits, on terms to be decided in the absence of agreement by the Governor of the Straits Settlements (Clause 27). In fact no royalty is paid.

(c) DURATION OF AGREEMENT

No term is stated. The assumption which appears to have been made both by the Government and the S.C.C. that the 1927 Agreement expired in 1948 is not correct. This assumption arises from misinterpretation of Clause 4. This Clause merely provided for a period of 21 years during which the Government agreed to observe certain restrictions on alienation of land subject to the Agreement. Clause 5, however, gave the S.C.C. an unlimited right to requisition, reservation of the whole of this area unalienated, and Clause 11(2) gives them a right to receive a title for the whole of the reserved land. The 21 year period under Clause 4 has expired, but this does not affect the operation of the Agreement, and it is a fact which places no restriction in practice on the land rights of the Council, because in 1950 the whole of the potential reserve area (16195 acres) was formally declared a reserve under section 10 Land Enactment. This reserve cannot now be revoked except with the consent of the S.C.C. so long as the land is maintained for the waterworks, the purpose for which the reservation was declared. The 1927 Agreement is still in force in all other respects.

(d) REVIEW OF FINANCIAL PROVISIONS

Clause 27 requires the S.C.C. to file accounts after the expiry of 15 years from the date when water was first supplied in Singapore, and provides procedure for modification of the agreement, in

...../particular

particular for revision of the charge for water supplied to Johore and for payment of royalty on water taken from Johore if it were agreed or decided by arbitration that the profits of the undertaking justified such modifications. This 15 year period appears to have expired during the occupation. If the S.C.C. has not filed accounts - and there is no record that it has, the State could presumably require Clause 24 to be complied with. It is not likely that this would be a useful course; the S.C.C. maintains that its water undertaking is non-profit making and the last word on the matter rests with the Governor of Singapore.

(e) PROVISION FOR LAND RIGHTS

(i) CATCHMENT AREA

The Agreement provided for the immediate reservation of the Gunong Pulai catchment, 2,100 acres, at a nominal annual rent of 30c. per acre (Clauses 1 and 3) and for reservation on requisition by the S.C.C. of surrounding land up to a maximum area of approximately 25 sq. miles at an annual rent of \$5.- per acre for any land so reserved (Clauses 5 and 7). Action taken under these Clauses can be summarised as follows:-

<u>CATCHMENT AREA</u>		<u>RESERVATION</u>		<u>RENT</u>	
<u>Section</u>	<u>Acres</u>	<u>Clause</u>	<u>G.N.</u>	<u>Per Acre.</u>	<u>Per Annum.</u>
Pulai II & III	2100	1	63/28	30 c.	630
Pontian Kechil	3141	5	108/28	\$5.-	15,705
Pulai I	1368	5	801/39	\$5.-	6,840
Ayer Hitam	2485	5	802/39	\$5.-	12,425
<u>TOTALS</u>		<u>9094</u>			<u>\$ 35,600</u>

In 1950 with Ex.Co approval, but without any request from the S.C.C. all these declarations were revoked and the whole 25 sq. miles was declared a reserve for the S.M.C. Water Works. The effect of this is to include in the catchment area some 7,000 acres of land lying for the most part to the North and East of Gunong Pulai which the Council had not requisitioned under the Agreement and which presumably it does not want (GN.329/27.4.50). No rent is paid for this additional area.

(ii) PIPELINE RESERVE

The reserve for the pipeline required by Clause 8 was declared by GN.287/30.5.28.

(iii) SUMMARY

The S.C.Cs. land rights under the 1927 Agreement are now fully assured by the reservations declared by GN. 329/50 and GN.287/28.

2. TEBRAU

There is no formal Agreement for the Tebrau Water Works.

..../The

The installation was intended as a stop-gap measure to meet immediate needs until the Sungei Johore scheme was developed. Its life was originally estimated to be about 6 years and the off-take originally proposed was 10 m.g.d. This temporary scheme was agreed to on this basis in an exchange of letters between the State Secretary and the P.M.C. in 1948 on the following terms, which are linked to the Pulai Agreement:-

(a) PROVISIONS AS TO QUANTITIES OF WATER

(i) MAXIMUM QUANTITY OF WATER CONCEDED

Originally by implication 10 m.g.d. Increased to 20 m.g.d. by a further exchange of letters in 1951.

(ii) MAXIMUM QUANTITY OF WATER TO BE SUPPLIED TO JOHORE.

In aggregate, i.e. inclusive of the off-take from the Pulai supply

2 m.g.d.	in or after 1948;
3 " "	" " " 1955;
4 " "	" " " 1960.

(b) FINANCIAL TERMS

(i) PRICE TO JOHORE FOR WATER SUPPLIED

25c. per thousand gallons, i.e. the same rate as provided in the Pulai Agreement.

(ii) PRICE TO S.C.C. FOR WATER EXPORTED

Nothing stated.

(c) DURATION OF AGREEMENT

Nothing stated.

(d) LAND RIGHTS

Nothing stated. The head works and the first section of the pipeline are on alienated land leased by the S.C.C. A reserve for the rest of the pipeline is to be declared where practicable and some land has been acquired. The S.C.C. has not asked for acquisition of the leased land.

All Johore got from this arrangement was a progressive but limited increase in the maximum quantity of water it can require the S.C.C. to supply. It was intended to draft a formal Agreement, but this was not done. The present negotiations are from the State's point of view directed to getting an overall settlement on better terms in consideration of conceding further rights at Tebrau.

NEW AGREEMENT

1. SCOPE

The Hepworth Draft attempts to deal with Pulai, Tebrau, and Sungei Johore schemes and appears to be intended to supplement the Pulai Agreement. The Sungei Johore scheme

...../should be

should be excluded. The Government has practically no information about the scheme, and it would be most unwise to enter into any formal agreement on such a basis. It is suggested that:-

- (a) The agreement should deal only with the existing water works at Pulai and Tebrau, including any provisions necessary to cover the expansion of the latter to the capacity agreed, and should be comprehensive as to those schemes, i.e. it should replace the 1927 Pulai Agreement.
- (b) There should be one agreement, not two as previously suggested.

PROVISIONS AS TO QUANTITIES OF WATER

(a) MAXIMUM QUANTITIES OF WATER TO BE CONCEDED

(i) PULAI

The position will be the same as under the existing agreement, i.e. all water available in the catchment reserve.

(ii) TEBRAU (INCLUDING SCUDAI BOOSTER)

The position rests with the figures agreed at the joint meeting in December 1952, i.e. S.C.C. may pump from the river an average take off of

50 m.g.d. on normal days;
75 " " flood days;
20 " " dry days, to be supplemented by water pumped from the Sungei Scudai, subject to the minimum flow in the river as scheduled by S.D.I.E. This was approved by Ex.Co. on 14.2.52 and the P.C.C. was informed accordingly. It should be noted that the quantities stated are daily averages. It appears that there is to be no limit on the quantity drawn off on any particular day subject to maintenance of the required flow of compensation water in the rivers.

(iii) SCUDAI BOOSTER

It was agreed at the joint meeting (December 1952) that the quantity permitted to be pumped from the Sungei Scudai should be 30 m.g.d. The City Council prefers the formula "in sufficient quantity to increase the take off from the Sungei Tebrau to a maximum of 50 m.g.d." (53). It is not clear exactly what is to be provided. S.E. and S.D.I.E. should advise

(b) COMPENSATION WATER

It is pointed out in the preceding paragraph that the release of an adequate flow of compensation water in the rivers is the only practical limit on off-take. The clauses providing for this should be drafted in close consultation with the technical officers. The principle was agreed at the joint meeting (December 1952). The method proposed by the

...../S.D.I.E.

S.D.I.E. is that the flow of compensation water will be regulated in relation to the original bed levels by means of silting sections to be established in the rivers by S.D.I.E. (42). The relevant clauses in the Hepworth Draft are clauses 1(b) and 1(c). S.D.I.E. has suggested amendment of the definition of original bed levels in these clauses (45). The clauses will require redrafting to state exactly what is decided.

(c) MAXIMUM QUANTITIES OF WATER TO BE SUPPLIED TO JOHORE.

The position rests with the joint meeting (December 1952) i.e. 55 - 60 gallons per head per day, subject to a maximum of 12 m.g.d. To define this limit on a per capita basis is likely to lead to difficulties in future and it is preferable to state a daily maximum. The figure should be related to the duration of the agreement. It looks as if the figure of 12 m.g.d. was regarded as an adequate maximum for a 15 year period. The P.C.C. is pressing for a long term agreement subject to review only after 30 years. If this is accepted it appears that provision should be made for a maximum supply higher than 12 m.g.d. during the second 15 years before general review of the agreement becomes due. It would not be reasonable to demand unlimited supply as has been suggested from time to time.

3. FINANCIAL PROVISIONS

(a) PRICE TO JOHORE FOR WATER SUPPLIED

It is agreed that the basis of charge is to be the same whatever the source of supply (joint meeting, December 1952). The basis for which the S.C.C. has been arguing is the certified production cost at point of supply plus a surcharge. The S.F.O. countered with a flat rate charge of 50c. per thousand gallons. The P.C.C. is now prepared to accept this and has formally proposed it as part of his 3-point financial settlement based on a long term agreement (99).

(b) PRICE TO S.C.C. FOR WATER EXPORTED TO SINGAPORE

The principle of royalty is accepted (joint meeting, December 1952). There has been a long wrangle as to the basis of charge and the period of review of the rate of royalty. The S.F.O. proposed in 1953 and the P.C.C. now accepts subject to 30 year revision (99) royalty of 3c. per thousand gallons. The State has been pressing for short term revision, 5 years.

4. DURATION AND REVIEW OF AGREEMENT

The capital expenditure involved in expansion of the Tebrau supply, including the Scudai booster, is stated to be of the order of \$50,000,000. Security of tenure and stable long term financial arrangements are necessary to justify this outlay by the S.C.C. That is the case for the long term agreement. The P.C.C. proposes 60 years with provision for review after 30 years (i.e. the same period as is provided in the Land Enactment for revision of land rents). In return for this he is prepared to accept the State's proposals as to the rate

...../of charge

of charge for water supplied to Johore and the rate of royalty for water exported from Johore (99). It should be noted that the present Pulai Agreement has no time limit.

PROVISION AS TO LAND RIGHTS

(a) AREAS RESERVED FOR S.C.C. WATER WORKS

(i) PULAI

CATCHMENT AREA. It is necessary to revoke the existing declaration and redeclare only the area which the Council actually requires. This should not present any difficulty. The City Water Engineer has stated that the Council wishes to relinquish Melana and Ayer Hitam catchments (61) and the S.C.C. is not likely to be interested in the 1950 extension. This action should be completed before the new agreement is finalised so that only the area actually required is referred to in the agreement. It is intended to declare a Forest Reserve in this locality over any land relinquished by the S.C.C.

PIPELINE RESERVE. The area declared by GN.287/23. No revision is required.

(ii) TEBRAU

HEADWORKS. This is at present on alienated land and is held only on a short term lease. The S.C.C. should be required to obtain title to this land or its surrender to the Stat for reservation. Compulsory acquisition can be used if necessary at the Council's expense.

PIPELINE. The first part of the pipeline is also on alienated land and the same condition should be stipulated as for the Headworks site. It has been agreed that there should be a reserve for this pipeline as for the Pulai pipeline.

(iii) SCUDAI

Requirements not known. Unless the Water Engineer can specify them this point will have to be covered by general provisions for additional land requirements.

(b) ADDITIONAL LAND REQUIRED IN FUTURE

Provision should be made for:-

(i) Reservation of State land within defined areas if necessary. S.C.C. will have to see what areas are likely to be required. They should be small.

(ii) Acquisition of any alienated land required for the Water Works at the expense of the S.C.C.

(c) RIGHTS OF S.C.C. IN RESERVED LAND AND ACCESS TO STATE LAND FOR THE PURPOSE OF THE WATER WORKS

Provision for user, ownership of buildings, etc.,
...../access

access, generally following those in the Pulai Agreement.

(d) RENT ON RESERVED LAND

(i) EXISTING RESERVES, PULAI CATCHMENT AREAS

Two rates of annual rent are prescribed in the Pulai Agreement, 30c. per acre for the Gumong Pulai catchment of 2,100 acres; \$5.- per acre for any other land required to be reserved under Clause 5. The S.C.C. has been making representations that there should be some reduction of rent on the second category, but it is not clear in respect of which area or on what grounds.

(ii) NEW RESERVES FOR HEAD WORKS

Reserves will be required for the Tebrau and Scudai Head works. Rent should be charged. The rate is for consideration. \$5 per acre as at Pulai is suggested.

(iii) PIPELINES

No rent is charged for pipeline reserves.

(c) S.C.Cs. RIGHT TO RECEIVE TITLE FOR RESERVED LAND

Under Clause 11 of the Pulai Agreement the S.C.C. has a right to receive title if it so requires for the reserved land. This is perhaps a desirable safeguard for the S.C.C. and it could be applied to all reserved land subject to the new agreement. The Government should reserve the right to charge premium on any land not at present reserved other than that acquired at S.C.C. expense (it is intended to charge premium for the land at Lubok Pekan and the principle should therefore be established now).

6. MISCELLANEOUS PROVISIONS

The principal points to be covered will be:-

- (a) Water from S.C.C. undertakings to be supplied in Johore only to Government (c.f. Pulai Agreement, Clause 28).
- (b) Government to have the option to purchase any S.C.C. water undertaking in the State which the Council wishes to dispose of. This refers primarily to the possible purchase by the State of the Pulai supply when the S.C.C. has developed Lubok Pekan. The Hepworth Draft goes into this in considerable detail, but it does not appear necessary to do so. This transaction, if it ever happens; could be dealt with by a separate agreement. This is a point for the Legal Adviser to advise on. Formal provisions as to interpretation, service, etc. will also be required.

MATTERS FOR DECISION

- 1. Agreement to cover Pulai and Tebrau, not Lubok Pekan, and to replace not supplement the 1927 agreement.

...../2.

Maximum quantity allowed to be taken from Sungei Tebrau and Sungei Scudai in relation to minimum flow of rivers to be precisely defined.

Maximum quantity of water to be supplied to Johore to be precisely defined. If a long term agreement subject to review only after 30 years is accepted, is the proposed figure of 12 m.g.d. an assured supply for the whole of that period? If not, what figure is required for the second 15 years?

Does the Government accept the P.C.Cs. proposals for a 60 year agreement subject to review after 30 years, in consideration of which the P.C.C. is prepared to accept the State's financial terms as to the rates of charges and royalty?

Various minor points about land rights require clarification, but there is no point of substance involved.

How much is to be written into this agreement about the possible purchase of the Pulai supply by the State?

Handwritten signature

Office of the Commissioner of
Lands & Mines,
Johore.

14th March, 1955.