

# **River Murray Waters (Amendment) Bill**

## **EXPLANATORY MEMORANDUM**

*Clause 1* states the purpose of the Act.

*Clause 2* provides for commencement.

*Clause 3* provides that the *River Murray Waters Act 1982* is to be called the Principal Act.

*Clause 4* provides that the amending Agreement is approved.

*Clause 5* amends the short title of the Principal Act from *River Murray Waters Act* to *Murray–Darling Basin Act*.

*Clause 6* provides for the amendment of the existing Agreement by the *Murray–Darling Basin Agreement*.

*Clause 7* provides for the appointment of two Commissioners and two Deputy Commissioners for each Contracting Government. This changes the existing provisions for only one Commissioner and one Deputy Commissioner to be appointed.

*Clause 8* amends the remuneration section of the Principal Act in accordance with the increase in the number of Commissioners.

*Clause 9* provides for the Schedule to the Principal Act to be renamed “Schedule 1”.

*Clause 10* provides for the insertion of a Schedule in the Principal Act. It will be called Schedule 2 of the Act and it contains the *Murray–Darling Basin Agreement*, which amends the *River Murray Waters Agreement* of 1982.

### **SCHEDULE 2**

#### **Murray–Darling Basin Agreement**

*Clause 1* provides that unless a contrary intention appears expressions used in this Agreement have the same meanings as they have in the Principal Agreement.

*Clause 2* provides that the Agreement with the exception of Clause 2 is subject to approval by the Parliaments of the Commonwealth and of the States of New South Wales, Victoria and South Australia and comes into effect when such approval is given. It further provides that the Contracting Governments must submit this agreement to their parliaments for approval as soon as practicable.

*Clause 3* makes some amendments to the definition clause of the Principal Agreement.

*Clause 4* inserts a new Part into the Principal Agreement to provide for the establishment of a Ministerial Council. This Part provides that the Council shall consist of up to three Ministers from each Contracting Government. It states the Council’s functions and powers and also provides for the Council’s meeting procedures. It further provides that the Council shall constitute a Community Advisory Committee.

*Clause 5* provides that the *River Murray Commission* is to be continued under the name of the *Murray–Darling Basin Commission*.

*Clause 6* provides that the Commission shall consist of the Commissioners appointed under Clause 9.

*Clause 7* inserts new Part 9A into the Principal Agreement. This provides for the disclosure by members of the Commission of pecuniary interests.

*Clause 8* provides for the appointment of two Commissioners and two Deputy Commissioners by the Governor-General and by the Governor of each State which is a party to the Agreement. This alters the present situation where only one Commissioner and one Deputy Commissioner are appointed by each party.

*Clause 9* provides that a person who holds office as a Commissioner or Deputy Commissioner before the variation date shall continue to hold office for the remainder of his or her term of office as if he or she had been appointed to the Murray-Darling Basin Commission.

*Clause 10* makes amendments consequential on the change made to the number of Commissioners by the new Agreement.

*Clause 11* provides for the appointment of the President of the Commission.

*Clause 12*

and

*Clause 13* make an amendment to the Clause in the Agreement dealing with meeting procedure which is consequential on the change made to the number of Commissioners by the new Agreement.

*Clause 14* provides that the two Commissioners for a Contracting Government shall have a joint vote exercisable in the absence of one by the other.

*Clause 15* provides that one Commissioner for each Contracting Government shall be a quorum. Except as provided in certain clauses of the Principal Agreement a unanimous vote is necessary for the transaction of the Commission's business.

*Clause 16* makes an amendment to the Clause in the Principal Agreement which provides for delegation by the Commission which is consequential on the change made to the number of Commissioners by the new Agreement.

*Clause 17* deletes certain paragraphs of the Principal Agreement.

*Clause 18* makes amendments to the Clause of the Principal Agreement dealing with the liability of Commissioners and Officers consequential on the change made to the number of Commissioners by the new Agreement.

*Clause 19* inserts a new Part into the Principal Agreement dealing with the Murray-Darling Basin. This provides that the Commission shall advise the Ministerial Council on the management of the Murray-Darling Basin. This advice is to be determined by majority vote of the Commissioners for the Contracting Governments. The Commission is required to give effect to any policy or decision of the Ministerial Council in so far as its powers extend.

*Clause 20* provides that the Commission must inform the Ministerial Council of proposed surveys, investigations and studies where consent of a State to those surveys etc. must be obtained under Clause 25 of the Principal Agreement. It further amends Clause 25 to provide that the Ministerial Council must be informed of certain proposals for the better conservation and regulation of the waters of the River Murray. It also provides that the Commission must inform the Ministerial Council of the operation of certain systems for measuring water quantity and quality.

*Clause 21* provides that additional works which are estimated will cost more than \$1 000 000 may be authorised by the Ministerial Council. Under the existing Agreement, such authorisation must be given by the Contracting Government jointly.

*Clause 22* provides that in regard to ancillary, preventative and remedial works the Commission must obtain the consent of the Ministerial Council before meeting or contributing to costs in excess of \$250 000. Under the existing Agreement, such consent must be obtained by the Contracting Governments.

*Clause 23* makes further amendments consequential on the creation of the Ministerial Council. It provides for the role to be played by the Council in relation to several aspects of the Agreement. In some Clauses, roles presently performed by the Contracting Governments or the Commission are taken over by the Council. In other Clauses, the Council is given a role in addition to those performed by the Contracting Governments and the Commission. Clause 23 also provides for amendments to be made to the Clause of the Principal Agreement dealing with arbitration which are consequential on the change made to the number of Commissioners by the new Agreement.

*Clause 24* provides for the insertion of Clause 117A into the Principal Agreement. This stipulates how a State which is not initially a party to the Agreement may become one.

*Clause 25* presents a new Schedule B in the Principal Agreement.

### **SCHEDULE B**

is a map of the Murray–Darling Basin.

