

Murray-Darling Basin Bill

EXPLANATORY MEMORANDUM

PART 1—PRELIMINARY

Clause 1 sets out the purpose of the proposed Act.

Clause 2 provides for the commencement of the proposed Act on a day to be proclaimed.

Clause 3 defines certain terms used in the proposed Act and provides that words used in the Act have the same respective meanings as in the Agreement.

Clause 4 provides that the Crown is bound by the proposed Act.

PART 2—THE AGREEMENT AND THE COMMISSIONERS

Clause 5 provides that the Agreement is approved.

Clause 6–11 provide for the appointment by the Governor in Council of 2 Commissioners and 2 Deputy Commissioners to represent Victoria on the Murray-Darling Basin Commission and provide for their conditions of appointment and employment.

PART 3—THE COMMISSION AND ITS OPERATIONS

Clause 12 provides that the powers, functions and duties of the Murray-Darling Basin Commission are those expressed to be conferred on it by the Agreement.

Clause 13 enables the Commission to authorise a person to enter land for the purposes of the proposed Act and the Agreement. The Commission must provide an authorised person with a certificate of authority.

Clause 14 enables a Commissioner or an authorised person to enter land after giving 7 days' notice in writing to the owner or occupier of the land. The requirement to give notice will not apply in an emergency or if the occupier consents to entry within a shorter period.

Clause 15 creates an offence of obstructing or hindering a Commissioner or authorised person exercising powers of entry.

Clause 16 authorises the construction, maintenance, operation and control in the State of any works and the carrying out of any operations and implementation of any measures referred to in the Agreement.

Clause 17 empowers the relevant water authority to acquire land necessary for certain purposes by agreement or by compulsory process.

Clause 18 empowers the relevant water authority to construct, maintain, operate and control any works and to carry out operations and implement any measures referred to in the Agreement.

Clause 19 empowers the relevant water authority to dispose of land acquired under proposed section 18 that is no longer required to grant a lease of the land for a purpose consistent with that for which it was acquired.

Clause 20 confers on the relevant water authority, for the purpose of carrying out its functions under the proposed Act, the powers, authorities and privileges conferred on it by the **Water Act 1989**.

Clause 21 provides for the reservation for the purposes of the Agreement of any Crown land, in accordance with the **Crown Land (Reserves) Act 1978**, and its use and occupation by or on behalf of a contracting Government.

Clause 22 provides for the transfer by the Governor in Council, on the recommendation of the Minister and the Minister administering the **Conservation, Forests and Lands Act 1978**, of management and control of Crown land to the relevant water authority for the purposes of this Act and the Agreement. It also provides for the resumption by the Governor in Council of such land from the authority and for the surrender of such land by the authority.

Clause 23 empowers the Government of a State that is a party to the Agreement or an authorised person or authority which has control of a lock to demand a toll from vessels passing through the lock. The toll is that prescribed under the Agreement.

Clause 24 confers on the Supreme Court the same jurisdiction in relation to the Commission and the Commissioners as it would have if the Commission were a body representing the Crown and the Commissioners were State officers.

Clause 25 provides that all money that the Agreement requires Victoria to provide is to be provided out of money appropriated by Parliament for the purpose.

Clause 26 provides that the Commission or any works or property used for the purpose of any works are exempt from Victorian rates, taxes, charges and fees.

Clause 27 provides that for evidentiary purposes minutes or records of proceedings signed by the President of the Commission or a certified copy of those minutes or records are presumed to be correct. Similar provision is made for documents signed by an arbitrator.

Clause 28 requires that each report and statement submitted by the Commission and each Schedule approved under clause 50 of the Agreement (requiring the construction or maintenance of works or the implementation of measures) be laid before each House of Parliament by the Minister without delay.

Clause 29 provides for the entry into the Agreement of another State.

Clause 30 creates an offence of causing injury to works constructed or operated under the proposed Act or the Agreement.

Clause 31 permits the bringing of an action against a water authority for compensation for damage caused in carrying out functions under the Act by overriding a provision of the **Water Act 1989** which would otherwise prevent the bringing of such an action.

Clause 32 empowers the Governor to make regulations.

Clause 33 provides for the repeal of the **Murray-Darling Basin Act 1983** and certain amending Acts. It also provides for persons currently holding office as Commissioner and Deputy Commissioner to continue to hold office for the balance of their term of office.

