

Water (Local Management Arrangements) Amendment Bill 2016

Amendments during consideration in detail to be moved by
The Honourable the Minister for Main Roads, Road Safety and Ports and
Minister for Energy, Biofuels and Water Supply

1 **Clause 4 (Insertion of new ch 4A)**

Page 15, after line 17—

insert—

725A Rent payable if perpetual lease issued or transferred to irrigation entity

- (1) This section applies if a transfer notice provides for the issuing or transfer of a perpetual lease under the *Land Act 1994* to an irrigation entity.
- (2) The lease must be for a rent of \$1 each year, if demanded, payable to the State.

2 **Clause 4 (Insertion of new ch 4A)**

Page 16, after line 3—

insert—

- (1A) This section applies whether or not the easement was acquired compulsorily or by agreement.

3 **Clause 4 (Insertion of new ch 4A)**

Page 18, line 4, ‘vested in’—

omit, insert—

valid and held by

4 **Clause 4 (Insertion of new ch 4A)**

Page 21, line 28, ‘granted under’—

omit, insert—

mentioned in

5 Clause 4 (Insertion of new ch 4A)

Page 24, after line 5—

insert—

- (3) This section does not apply to a means of access mentioned in subsection (1) that SunWater is required to construct or maintain under a contract or other agreement or arrangement.

6 Clause 4 (Insertion of new ch 4A)

Page 28, lines 23 and 24, ‘and water allocations’—

omit, insert—

, water allocations and particular contracts

7 Clause 4 (Insertion of new ch 4A)

Page 29, lines 2 and 3, ‘Chapter 2, part 4, division 3, subdivisions 1 and 1A’—

omit, insert—

Sections 181 and 182

8 Clause 4 (Insertion of new ch 4A)

Page 31, after line 12—

insert—

738JA Bulk water contracts

- (1) Before the transfer day for a declared channel scheme, SunWater must prepare a document (the ***SunWater document***) that sets out—
- (a) the arrangements for bulk water for irrigation services supplied under the resource operations licence (the ***ROL***) by SunWater in the area of the declared channel scheme; and

- (b) the financial obligations, arising from the arrangements, of the holder of any water allocation to whom irrigation services are supplied.
- (2) The SunWater document must—
 - (a) be based on the standard supply contract applying to SunWater and the holders of the water allocations; and
 - (b) fairly represent the supply arrangements and financial obligations as in place before the transfer day.
- (3) The SunWater document may include additional provisions to facilitate implementing the arrangements and meeting the obligations, but the additional provisions must not be capable of operating to the detriment, in substance, of the holder of a water allocation after the transfer day.
- (4) SunWater must, before the transfer day, publish the SunWater document on SunWater's website.
- (5) On the transfer day, the Sunwater document has effect as a contract (the ***bulk water contract***), relating to the supply of bulk water for irrigation services under the ROL between—
 - (a) SunWater; and
 - (b) the holder of each water allocation to whom irrigation services—
 - (i) were supplied under the ROL immediately before the transfer day; and
 - (ii) continue to be supplied by SunWater.
- (6) Subsection (7) applies if—
 - (a) a new water allocation in the area of the declared channel scheme comes into existence after the transfer day; and

- (b) water is or is to be supplied to the holder of the new water allocation under the ROL; and
 - (c) a document, in the form of a contract, is held by SunWater as a document available for public access on SunWater's website; and
 - (d) the document relates to the supply of bulk water for irrigation services under the ROL to the holders of water allocations that are similar in type to the new water allocation.
- (7) The document has effect as a contract (also a ***bulk water contract***) between—
 - (a) SunWater; and
 - (b) the holder of the new water allocation.
- (8) The bulk water contract applying to a water allocation has effect subject to any change agreed to by Sunwater and the holder of the water allocation.
- (9) If the holder of a water allocation the subject of a bulk water contract transfers or leases the water allocation to another person, the other person is bound by the bulk water contract as in force between SunWater and the holder immediately before the transfer or lease.

738JB Drainage contracts

- (1) Before the transfer day for a declared channel scheme, the irrigation entity for the scheme must prepare a document (the ***drainage services document***) that sets out—
 - (a) the arrangements for drainage services provided by SunWater in the area of the declared channel scheme; and
 - (b) the financial obligations, arising from the arrangements, of a person to whom drainage

services are provided but who will not, on the transfer day for the scheme, become the holder of a water allocation the subject of a supply contract under section 738I (a ***drainage services customer***).

- (2) The drainage services document must fairly represent the arrangements for drainage services and financial obligations as in place before the transfer day.
- (3) The drainage services document may include additional provisions to facilitate implementing the arrangements and meeting the obligations, but the additional provisions must not be capable of operating to the detriment, in substance, of the drainage services customers after the transfer day.
- (4) The irrigation entity must, before the transfer day, publish the drainage services document on the irrigation entity's website.
- (5) On the transfer day, the drainage services document has effect as a contract (the ***drainage services contract***), relating to the provision of drainage services between—
 - (a) the irrigation entity; and
 - (b) each drainage services customer.
- (6) The drainage services contract applying to a drainage services customer has effect subject to any change agreed to by the irrigation entity and the drainage services customer.

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