

Document Reference Number: DEW-D0021042  
Ombudsman Reference Number: 2022/06470  
DEW FOI Reference Number: DEW22/071



Government of South Australia

Department for Environment  
and Water

**Office of the Chief Executive**

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[www.environment.sa.gov.au](http://www.environment.sa.gov.au)

Hon David Speirs MP  
Leader of the Opposition  
[LeaderoftheOpposition@parliament.sa.gov.au](mailto:LeaderoftheOpposition@parliament.sa.gov.au)

Dear Mr Speirs

**RE: FREEDOM OF INFORMATION EXTERNAL REVIEW OUTCOME**

I refer to your external review application made to the Ombudsman SA on 29 November 2022, pursuant to section 29 of the *Freedom of Information Act 1991* (FOI Act), concerning a deemed refusal determination made by the Department for Environment and Water (DEW). I understand the Ombudsman SA has provided you with a copy of his determination on this matter.

The external review determination relates to your request for access to:

*"A copy of all documents (including but not limited to hard copy or electronic briefings, minutes, reports, emails, letters) containing advice to the Minister relating to the Commissioner for the River Murray".*

*Timeline: between 21/03/2022 to 23/09/2022*

The Ombudsman SA has varied DEW's proposed determination on this matter. The Ombudsman has advised that DEW should release the documents to you, following the statutory 30 day time period for review. As the time period for review has now concluded, I enclose a copy of the documents, redacted as per the Ombudsman's determination.

In accordance with [PC045 – Disclosure logs for Non-personal information](#), once a determination has been provided, the agency is required to make available on our website information and documents that have been disclosed. Information will be publicised online at <https://www.environment.sa.gov.au/about-us/freedom-of-information/dew-disclosure-logs/dew-disclosure-log>.

You can make a complaint to the Ombudsman under the *Ombudsman Act 1972* if you believe DEW has failed to identify all of the documents within the scope of your FOI application. Attachment 3 of this letter outlines this process. You can also visit: [www.ombudsman.sa.gov.au](http://www.ombudsman.sa.gov.au).

If you have any queries in relation to the above, please contact a Freedom of Information Officer on telephone (08) 8463 6625 or email [DEW.FOI@sa.gov.au](mailto:DEW.FOI@sa.gov.au).

Yours sincerely

A handwritten signature in black ink, appearing to read 'M Savva', written in a cursive style.

**MARTHA SAVVA**

Accredited Freedom of Information Officer  
Department for Environment and Water

24 / 05 / 2023

Encl:   1.     Document Schedule  
          2.     Release Documents  
          3.     Sufficiency of Search – Factsheet – Ombudsman SA

**Freedom of Information application: DEW22/071 - David Speirs MP**

"A copy of all documents (including but not limited to hard copy or electronic briefings, minutes, reports, emails, letters) containing advice to the Minister relating to the Commissioner for the River Murray".  
Timeline: between 21/03/2022 to 23/09/2022

No	Date	Author	Document Description	No. of Pages	Determination	Clause	Reason	Public Interest Test - Contrary to release	Public Interest Test - In favour of release
1	13/04/2022	DTF	2022/23 Bilateral Meeting Papers	18	Release in Part	1(1)(e) - Cabinet documents	- contains matter the disclosure of which would disclose information concerning any deliberation of parliament	N/A	N/A
2	27/04/2022	DEW	Bilaterals summary	1	Release in Part	1(1)(e) - Cabinet documents	- contains matter the disclosure of which would disclose information concerning any deliberation of parliament	N/A	N/A
3	5/05/2022	DEW	2022-23 Budget paper	13	Release in Part	1(1)(e) - Cabinet documents	- contains matter the disclosure of which would disclose information concerning any deliberation of parliament	N/A	N/A
4	5/05/2022	B Bruce (DEW)	Briefing and attachment	6	Exempt	1(1)(f) - Cabinet documents	- a briefing paper specifically prepared for the use of a Minister in relation to a matter submitted, or proposed to be submitted to Cabinet	N/A	N/A
5	6/05/2022	DEW	Budget Bilateral summary	2	Release in Part	1(1)(e) - Cabinet documents	- contains matter the disclosure of which would disclose information concerning any deliberation of parliament	N/A	N/A
6	16/05/2022	DEW	Estimate Briefing	2	Exempt	17(c) - Documents subject to contempt etc	- disclosure would infringe the privileges of Parliament	N/A	N/A
7	10/08/2022	B Bruce (DEW)	Email	1	Release in Full			N/A	N/A
7.1	10/08/2022	B Bruce (DEW)	Briefing	4	Exempt	1(1)(f) - Cabinet documents	- a briefing paper specifically prepared for the use of a Minister in relation to a matter submitted, or proposed to be submitted to Cabinet	N/A	N/A
7.2	10/08/2022	B Bruce (DEW)	Cabinet Note	3	Exempt	1(1)(a) - Cabinet documents	- a document that has been specifically prepared for submission to Cabinet (whether or not it has been submitted).	N/A	N/A
7.3	10/08/2022	B Bruce (DEW)	Commissioner Agreement	13	Release in Full			N/A	N/A
7.4	10/08/2022	B Bruce (DEW)	Stakeholder List	3	Release in Full			N/A	N/A
7.5	10/08/2022	B Bruce (DEW)	CV	6	Release in Full			N/A	N/A
8	12/08/2022	B Bruce (DEW)	Draft Commissioner Media Release	4	Release in Full			N/A	N/A
9	25/08/2022	B Bruce (DEW)	Parliamentary Briefing Note	3	Exempt	17(c) - Documents subject to contempt etc	- disclosure would infringe the privileges of Parliament	N/A	N/A

Total Pages: 79

# **2022-23 BILATERAL MEETING**

**The Hon. Susan Close MP  
Environment and Water**

**13 April 2022, 3:00 pm**

**DEPARTMENT OF TREASURY AND FINANCE**

**OFFICIAL: Sensitive//SA CABINET**

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## 2022-23 Budget

### Environment and Water

Minister Close

#### Election Commitment

#### Aboriginal rangers

I\_7387

Aboriginal rangers

#### DTF Comment

This provides \$5.0 million over four years from 2022-23 to employ 15 Aboriginal park rangers by 30 June 2025 at a cost of \$1.682 million in 2024-25 (indexed thereafter).

DEW has previously undertaken to fund an additional 20 park rangers via increases in fees and charges to visit parks.

DTF estimates park fees and charges would need to increase by approximately 9 per cent (above standard indexation) once fully implemented from 2024-25 to recover the costs of the additional 15 aboriginal rangers.

Vehicle day entry for Dhillba Gurranda-Innes National Park is \$10 and a 12-month vehicle entry for multiple parks is \$108 (excludes northern desert parks).

	Costing Document \$000s					Proposed Budget \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-534	-1,094	-1,682	-1,724	—	—	—	—	—
NL	—	-534	-1,094	-1,682	-1,724	—	—	—	—	—
GG-ND	—	-534	-1,628	-3,310	-5,034	—	—	—	—	—
NFS-ND	—	-534	-1,628	-3,310	-5,034	—	—	—	—	—

## 2022-23 Budget

### Environment and Water

Minister Close

#### Election Commitment

##### Citizen Science Fund

I\_7388

Citizen Science Fund

##### DTF Comment

This provides \$2 million over four years from 2022-23 (\$0.5 million per annum) for a Citizen Science Fund.

	Costing Document \$000s					Proposed Budget \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-500	-500	-500	-500	—	-500	-500	-500	-500
NL	—	-500	-500	-500	-500	—	-500	-500	-500	-500
GG-ND	—	-500	-1,000	-1,500	-2,000	—	-500	-1,000	-1,500	-2,000
NFS-ND	—	-500	-1,000	-1,500	-2,000	—	-500	-1,000	-1,500	-2,000

##### Coastal protection

I\_7389

Coastal protection

##### DTF Comment

This provides \$200,000 in 2022-23 for a scientific review of options for sand management along Adelaide's beaches.

	Costing Document \$000s					Proposed Budget \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-200	—	—	—	—	-200	—	—	—
NL	—	-200	—	—	—	—	-200	—	—	—
GG-ND	—	-200	-200	-200	-200	—	-200	-200	-200	-200
NFS-ND	—	-200	-200	-200	-200	—	-200	-200	-200	-200

## 2022-23 Budget

### Environment and Water

Minister Close

#### Election Commitment

#### Commissioner for the River Murray

I\_7390

Commissioner for the River Murray

#### DTF Comment

This provides \$2.1 million over four years from 2022-23 (\$0.5 million per annum - indexed) to employ an eminent jurist as the Commissioner for the River Murray in South Australia to report annually to the State Parliament and manage the Murray Darling Basin Authority for South Australia.

	Costing Document \$000s					Proposed Budget \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-500	-513	-525	-538	—	-500	-513	-525	-538
NL	—	-500	-513	-525	-538	—	-500	-513	-525	-538
GG-ND	—	-500	-1,013	-1,538	-2,076	—	-500	-1,013	-1,538	-2,076
NFS-ND	—	-500	-1,013	-1,538	-2,076	—	-500	-1,013	-1,538	-2,076

### Conservation Council

I\_7391

Conservation Council

#### DTF Comment

This provides \$1 million over 4 years from 2022-23 (\$0.25 million per annum) to the Conservation Council of South Australia to ensure the community voice is properly heard when decisions affecting the environment are proposed.

	Costing Document \$000s					Proposed Budget \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-250	-250	-250	-250	—	-250	-250	-250	-250
NL	—	-250	-250	-250	-250	—	-250	-250	-250	-250
GG-ND	—	-250	-500	-750	-1,000	—	-250	-500	-750	-1,000
NFS-ND	—	-250	-500	-750	-1,000	—	-250	-500	-750	-1,000



## 2022-23 Budget

### Environment and Water

Minister Close

#### Election Commitment

#### Escape to reality tourism

I\_7392

Escape to reality tourism

#### DTF Comment

This provides \$2.0 million over four years from 2022-23 (\$0.5 million per annum).

Tourism to re-prioritise resources to fund this initiative.

	Costing Document \$000s					Proposed Budget \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-500	-500	-500	-500	—	—	—	—	—
NL	—	-500	-500	-500	-500	—	—	—	—	—
GG-ND	—	-500	-1,000	-1,500	-2,000	—	—	—	—	—
NFS-ND	—	-500	-1,000	-1,500	-2,000	—	—	—	—	—

## 2022-23 Budget

### Environment and Water

Minister Close

#### Election Commitment

##### Friend of the Parks

I\_7393

Friend of the Parks

##### DTF Comment

This provides \$3.0 million over four years from 2022-23 (\$0.75 million per annum) to the Friends of Parks groups to work in national parks on weeding, planting, seed collecting and other nature restoration activities.

	Costing Document \$000s					Proposed Budget \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-750	-750	-750	-750	—	-750	-750	-750	-750
NL	—	-750	-750	-750	-750	—	-750	-750	-750	-750
GG-ND	—	-750	-1,500	-2,250	-3,000	—	-750	-1,500	-2,250	-3,000
NFS-ND	—	-750	-1,500	-2,250	-3,000	—	-750	-1,500	-2,250	-3,000

## 2022-23 Budget

### Environment and Water

Minister Close

#### Election Commitment

##### Grants to private landholders

I\_7394

Grants to private landholders

##### DTF Comment

This provides \$6.0 million over four years from 2022-23 (\$1.5 million per annum) for heritage agreements on privately managed properties to ensure parts of private property are actively protected and can be used as off-sets for clearing and in carbon markets.

	Costing Document \$000s					Proposed Budget \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-1,500	-1,500	-1,500	-1,500	—	-1,500	-1,500	-1,500	-1,500
NL	—	-1,500	-1,500	-1,500	-1,500	—	-1,500	-1,500	-1,500	-1,500
GG-ND	—	-1,500	-3,000	-4,500	-6,000	—	-1,500	-3,000	-4,500	-6,000
NFS-ND	—	-1,500	-3,000	-4,500	-6,000	—	-1,500	-3,000	-4,500	-6,000

##### Landcare funding

I\_7395

Landcare funding

##### DTF Comment

This provides \$1.0 million over four years (\$0.25 million per annum) to Landcare SA to employ a State Landcare Coordinator and assist with ground planting, weeding and other conservation work.

	Costing Document \$000s					Proposed Budget \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-250	-250	-250	-250	—	-250	-250	-250	-250
NL	—	-250	-250	-250	-250	—	-250	-250	-250	-250
GG-ND	—	-250	-500	-750	-1,000	—	-250	-500	-750	-1,000
NFS-ND	—	-250	-500	-750	-1,000	—	-250	-500	-750	-1,000

## 2022-23 Budget

### Environment and Water

Minister Close

#### Election Commitment

##### Pastoral Lands Unit

I\_7397

Pastoral Lands Unit

##### DTF Comment

This provides an additional \$1.0 million over four years from 2022-23 (\$0.25 million per annum - indexed) to the Pastoral Lands Unit to assist with the completion of land condition assessments in the pastoral lands.

	Costing Document \$000s					Proposed Budget \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-250	-256	-263	-269	—	-250	-256	-263	-269
NL	—	-250	-256	-263	-269	—	-250	-256	-263	-269
GG-ND	—	-250	-506	-769	-1,038	—	-250	-506	-769	-1,038
NFS-ND	—	-250	-506	-769	-1,038	—	-250	-506	-769	-1,038

##### RSPCA funding

I\_7398

RSPCA funding

##### DTF Comment

This provides \$1.0 million over four years from 2022-23 (\$0.25 million per annum) to the RSPCA to enforce animal welfare laws.

The RSPCA enforces the SA Animal Welfare Act on behalf of the Government and receives around 40% (\$1.1 million) to deliver its function.

	Costing Document \$000s					Proposed Budget \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-250	-250	-250	-250	—	-250	-250	-250	-250
NL	—	-250	-250	-250	-250	—	-250	-250	-250	-250
GG-ND	—	-250	-500	-750	-1,000	—	-250	-500	-750	-1,000
NFS-ND	—	-250	-500	-750	-1,000	—	-250	-500	-750	-1,000

## 2022-23 Budget

### Environment and Water

Minister Close

#### Election Commitment

#### Science and Biodiversity funding

I\_7399

Science and Biodiversity funding

#### DTF Comment

This provides \$3.1 million over three years from 2023-24 (\$1.0 million per annum - indexed) to establish a Biodiversity Coordination Unit within DEW. This includes a \$1.0 million Fund over three years from 2023-24 (\$0.333 million per annum - indexed) to support on-ground initiatives to bring back birds in the Mt Lofty Ranges.

The \$1.0 million Fund could be sourced through the existing budget of Green Adelaide and/or Hills and Fleurieu Landscape Board or the Landscape Priorities Fund.

	Costing Document \$000s					Proposed Budget \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	—	-1,000	-1,025	-1,051	—	—	-667	-683	-700
NL	—	—	-1,000	-1,025	-1,051	—	—	-667	-683	-700
GG-ND	—	—	-1,000	-2,025	-3,076	—	—	-667	-1,350	-2,050
NFS-ND	—	—	-1,000	-2,025	-3,076	—	—	-667	-1,350	-2,050

## 2022-23 Budget

Total NOB	—	-5,484	-6,863	-7,495	-7,582	—	-4,450	-4,936	-4,971	-5,007
Total NL	—	-5,484	-6,863	-7,495	-7,582	—	-4,450	-4,936	-4,971	-5,007
Total GG ND	—	-5,484	-12,347	-19,842	-27,424	—	-4,450	-9,386	-14,357	-19,364
Total NFS ND	—	-5,484	-12,347	-19,842	-27,424	—	-4,450	-9,386	-14,357	-19,364

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**Savings allocation**

**Deputy Premier**

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1 - Cabinet Document



**OFFICIAL: Sensitive//SA CABINET**

## Programs to cease/scale back

Deputy Premier

## Department for Environment and Water

2021-22 Budget and MYBR

1 - Cabinet Document

## Statewide Trails Strategy and Preliminary Investment

	As published and/or currently budgeted					Potential savings			
	2020-21	2021-22	2022-23	2023-24	2024-25	2021-22	2022-23	2023-24	2024-25
Operating expenses (net of revenue offsets)	0	0	250	0	0	0	250	0	0
Investing expenses (net of revenue offsets)	0	-200	-2,725	-2,975	0	200	2,725	2,975	0
FTEs	0	0	0	0	0	0	0	0	0

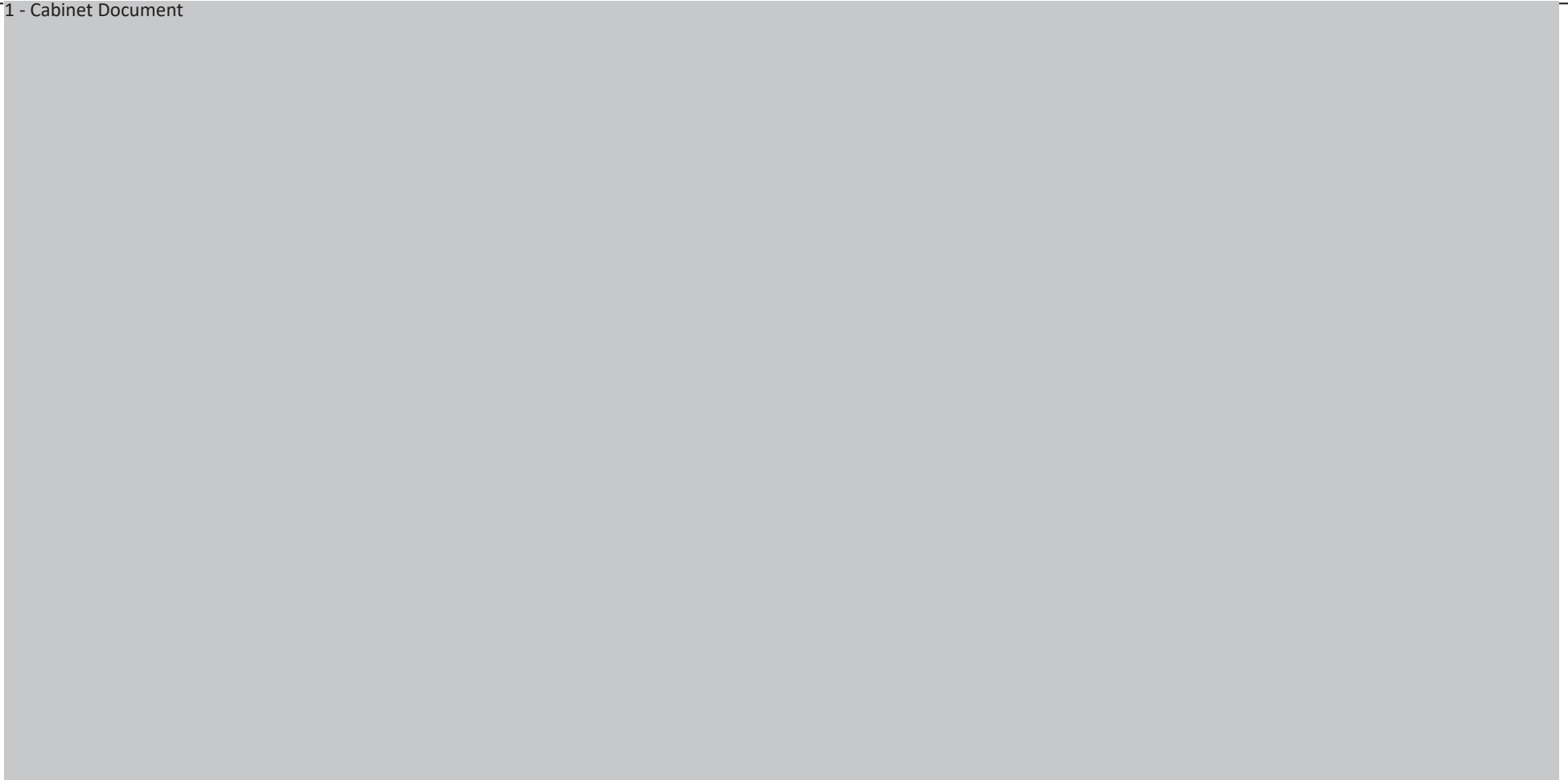
**DTF COMMENT**

Program only recently approved. Funding could be repurposed.



**Programs to cease/scale back****Deputy Premier**

1 - Cabinet Document



## Programs to cease/scale back

Deputy Premier

## Greener Neighbourhoods program (Budget)

	As published and/or currently budgeted					Potential savings			
	2020-21	2021-22	2022-23	2023-24	2024-25	2021-22	2022-23	2023-24	2024-25
Operating expenses (net of revenue offsets)	0	-1,500	-1,500	-1,500	-1,500	0	1,500	1,500	1,500
Investing expenses (net of revenue offsets)	0	0	0	0	0	0	0	0	0
FTEs	0	0	0	0	0	0	0	0	0

**DTF COMMENT**

\$1.5 million per annum over 4 years to 2024-25. Expenditure is discretionary and could cease. Could be funded from Planning and Development Fund.

1 - Cabinet Document

## Delivering climate change action - Greening Adelaide Heart (Budget)

	As published and/or currently budgeted					Potential savings			
	2020-21	2021-22	2022-23	2023-24	2024-25	2021-22	2022-23	2023-24	2024-25
Operating expenses (net of revenue offsets)	0	0	-5,000	-5,000	0	0	5,000	5,000	0
Investing expenses (net of revenue offsets)	0	0	0	0	0	0	0	0	0
FTEs	0	0	2	2	0	0	-2	-2	0

**DTF COMMENT**

\$10 million over two years to 2023-24 to deliver a range of projects focused on greening and cooling Adelaide's CBD. Depending on the status of projects funding could be reduced or reversed.

**Programs to cease/scale back****Deputy Premier**

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1 - Cabinet Document



## 2022-23 Budget

1 - Cabinet Document



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## 2022-23 Budget

Total NOB	-3,530	-3,620	-3,710	-3,810	-3,900
Total NL	-4,030	-8,735	-3,710	-3,810	-3,900
Total GG ND	-4,030	-12,765	-16,475	-20,285	-24,185
Total NFS ND	-4,030	-12,765	-16,475	-20,285	-24,185

## Cabinet In Confidence

## Summary of 2022-23 Budget for DEW - Provisional Decision Set (for BCC 27 April 2022)

1 - Cabinet Document

Bilaterals - Election Commitment Funding	Initiative Costing \$'000						DTF Bilateral Funding Recommendations	
	2021-22	2022-23	2023-24	2024-25	2025-26	Total	New Money to DEW	Toursim to Absorb
Aboriginal Rangers	—	-534	-1,094	-1,682	-1,724	-5,034	-5,034	
Citizen Science Fund	—	-500	-500	-500	-500	-2,000	-2,000	
Coastal Protection	—	-200	—	—	—	-200	-200	
Commissioner for the River Murray	—	-500	-513	-525	-538	-2,076	-2,076	
Conservation Council	—	-250	-250	-250	-250	-1,000	-1,000	
Friends of the Parks	—	-750	-750	-750	-750	-3,000	-3,000	
Grants to private landholders	—	-1,500	-1,500	-1,500	-1,500	-6,000	-6,000	
Landscape Funding	—	-250	-250	-250	-250	-1,000	-1,000	
Pastoral Lands Unit	—	-250	-256	-263	-269	-1,038	-1,038	
RSPCA funding	—	-250	-250	-250	-250	-1,000	-1,000	
Science and Biodiversity Funding	—	—	-1,000	-1,025	-1,051	-3,076	-3,076	
<b>Total</b>	—	<b>-4,984</b>	<b>-6,363</b>	<b>-6,995</b>	<b>-7,082</b>	<b>-25,424</b>	<b>-25,424</b>	—

Note: -ve represents increase in funding

1 - Cabinet Document

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1 - Cabinet Document



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Report Name: rpt\_C\_BudgetBCC\_2022

## 2022-23 Budget

## Environment and Water

Minister Close

## Recommend Approve

## Election Commitment

Department for Environment and Water (0147)

## Aboriginal rangers

I\_7387

Aboriginal rangers

	Costing Document					Recommended Position \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-534	-1,094	-1,682	-1,724	—	-534	-1,094	-1,682	-1,724
NL	—	-534	-1,094	-1,682	-1,724	—	-534	-1,094	-1,682	-1,724
GG-ND	—	-534	-1,628	-3,310	-5,034	—	-534	-1,628	-3,310	-5,034
NFS-ND	—	-534	-1,628	-3,310	-5,034	—	-534	-1,628	-3,310	-5,034

## Citizen Science Fund

I\_7388

Citizen Science Fund

	Costing Document					Recommended Position \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-500	-500	-500	-500	—	-500	-500	-500	-500
NL	—	-500	-500	-500	-500	—	-500	-500	-500	-500
GG-ND	—	-500	-1,000	-1,500	-2,000	—	-500	-1,000	-1,500	-2,000
NFS-ND	—	-500	-1,000	-1,500	-2,000	—	-500	-1,000	-1,500	-2,000



2022-23 Budget

Environment and Water

Minister Close

Recommend Approve

Election Commitment

Department for Environment and Water (0147)

Coastal protection

I\_7389

Coastal protection

	Costing Document					Recommended Position \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-200	—	—	—	—	-200	—	—	—
NL	—	-200	—	—	—	—	-200	—	—	—
GG-ND	—	-200	-200	-200	-200	—	-200	-200	-200	-200
NFS-ND	—	-200	-200	-200	-200	—	-200	-200	-200	-200

Commissioner for the River Murray

I\_7390

Commissioner for the River Murray

	Costing Document					Recommended Position \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-500	-513	-525	-538	—	-500	-513	-525	-538
NL	—	-500	-513	-525	-538	—	-500	-513	-525	-538
GG-ND	—	-500	-1,013	-1,538	-2,076	—	-500	-1,013	-1,538	-2,076
NFS-ND	—	-500	-1,013	-1,538	-2,076	—	-500	-1,013	-1,538	-2,076

2022-23 Budget

Environment and Water

Minister Close

Recommend Approve

Election Commitment

Department for Environment and Water (0147)

Conservation Council

I\_7391

Conservation Council

	Costing Document					Recommended Position \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-250	-250	-250	-250	—	-250	-250	-250	-250
NL	—	-250	-250	-250	-250	—	-250	-250	-250	-250
GG-ND	—	-250	-500	-750	-1,000	—	-250	-500	-750	-1,000
NFS-ND	—	-250	-500	-750	-1,000	—	-250	-500	-750	-1,000

Friend of the Parks

I\_7393

Friend of the Parks

	Costing Document					Recommended Position \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-750	-750	-750	-750	—	-750	-750	-750	-750
NL	—	-750	-750	-750	-750	—	-750	-750	-750	-750
GG-ND	—	-750	-1,500	-2,250	-3,000	—	-750	-1,500	-2,250	-3,000
NFS-ND	—	-750	-1,500	-2,250	-3,000	—	-750	-1,500	-2,250	-3,000

2022-23 Budget

Environment and Water

Minister Close

Recommend Approve

Election Commitment

Department for Environment and Water (0147)

Grants to private landholders

I\_7394

Grants to private landholders

	Costing Document					Recommended Position \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-1,500	-1,500	-1,500	-1,500	—	-1,500	-1,500	-1,500	-1,500
NL	—	-1,500	-1,500	-1,500	-1,500	—	-1,500	-1,500	-1,500	-1,500
GG-ND	—	-1,500	-3,000	-4,500	-6,000	—	-1,500	-3,000	-4,500	-6,000
NFS-ND	—	-1,500	-3,000	-4,500	-6,000	—	-1,500	-3,000	-4,500	-6,000

Landcare funding

I\_7395

Landcare funding

	Costing Document					Recommended Position \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-250	-250	-250	-250	—	-250	-250	-250	-250
NL	—	-250	-250	-250	-250	—	-250	-250	-250	-250
GG-ND	—	-250	-500	-750	-1,000	—	-250	-500	-750	-1,000
NFS-ND	—	-250	-500	-750	-1,000	—	-250	-500	-750	-1,000

2022-23 Budget

Environment and Water

Minister Close

Recommend Approve

Election Commitment

Department for Environment and Water (0147)

Pastoral Lands Unit

I\_7397

Pastoral Lands Unit

	Costing Document					Recommended Position \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-250	-256	-263	-269	—	-250	-256	-263	-269
NL	—	-250	-256	-263	-269	—	-250	-256	-263	-269
GG-ND	—	-250	-506	-769	-1,038	—	-250	-506	-769	-1,038
NFS-ND	—	-250	-506	-769	-1,038	—	-250	-506	-769	-1,038

RSPCA funding

I\_7398

RSPCA funding

	Costing Document					Recommended Position \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	-250	-250	-250	-250	—	-250	-250	-250	-250
NL	—	-250	-250	-250	-250	—	-250	-250	-250	-250
GG-ND	—	-250	-500	-750	-1,000	—	-250	-500	-750	-1,000
NFS-ND	—	-250	-500	-750	-1,000	—	-250	-500	-750	-1,000

2022-23 Budget

Environment and Water

Minister Close

Recommend Approve

Election Commitment

Department for Environment and Water (0147)

Science and Biodiversity funding

I\_7399

Science and Biodiversity funding

	Costing Document					Recommended Position \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	—	-1,000	-1,025	-1,051	—	—	-1,000	-1,025	-1,051
NL	—	—	-1,000	-1,025	-1,051	—	—	-1,000	-1,025	-1,051
GG-ND	—	—	-1,000	-2,025	-3,076	—	—	-1,000	-2,025	-3,076
NFS-ND	—	—	-1,000	-2,025	-3,076	—	—	-1,000	-2,025	-3,076

2022-23 Budget

Environment and Water

Minister Close

Recommend Approve

Cost Pressures

Department for Environment and Water (0147)

Ex-Tiffany weather event in January 2022

I\_7945

Extensive damage to departmental assets (largely roads and tracks) occurred as a result of the Ex-Tiffany weather event in January 2022. Response and reconstruction costs are estimated at \$5.615 million.

	Ministers Position					Recommended Position \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	—	—	—	—	—	—	—	—	—
NL	-500	-5,115	—	—	—	-500	-2,000	—	—	—
GG-ND	-500	-5,615	-5,615	-5,615	-5,615	-500	-2,500	-2,500	-2,500	-2,500
NFS-ND	-500	-5,615	-5,615	-5,615	-5,615	-500	-2,500	-2,500	-2,500	-2,500

2022-23 Budget

Environment and Water

Minister Close

Recommend Approve

Programs Ceasing

Department for Environment and Water (0147)

2022-23 Budget Saving - Statewide Trails Strategy and Preliminary Priority Investment - Jobs and Economic Growth Fund

I\_8681

Reversal of Statewide Trails Strategy and Preliminary Priority Investment.

	Recommended Position \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	250	—	—	—
NL	200	2,975	2,975	—	—
GG-ND	200	3,175	6,150	6,150	6,150
NFS-ND	200	3,175	6,150	6,150	6,150

1 - Cabinet Document

2022-23 Budget

Environment and Water

Minister Close

Recommend Approve

Programs Ceasing

Department for Environment and Water (0147)

2022-23 Budget Saving - Greener Neighbourhoods - the program ceases in 2024-25.

I\_8697

Reversal of Greener Neighbourhoods

	Recommended Position \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	1,350	1,350	1,350	—
NL	—	1,350	1,350	1,350	—
GG-ND	—	1,350	2,700	4,050	4,050
NFS-ND	—	1,350	2,700	4,050	4,050

1 - Cabinet Document

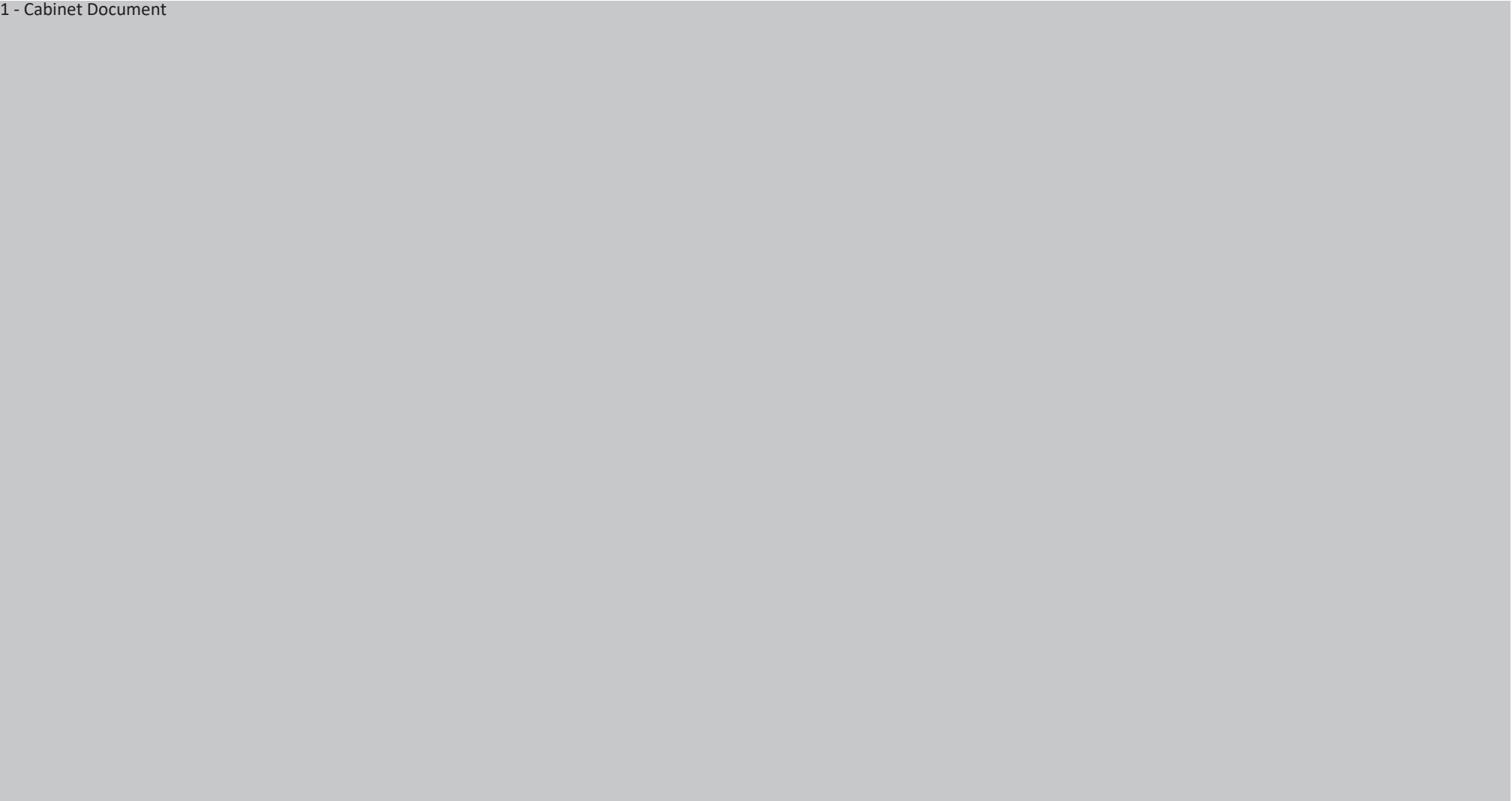


2022-23 Budget

Environment and Water

Minister Close

1 - Cabinet Document

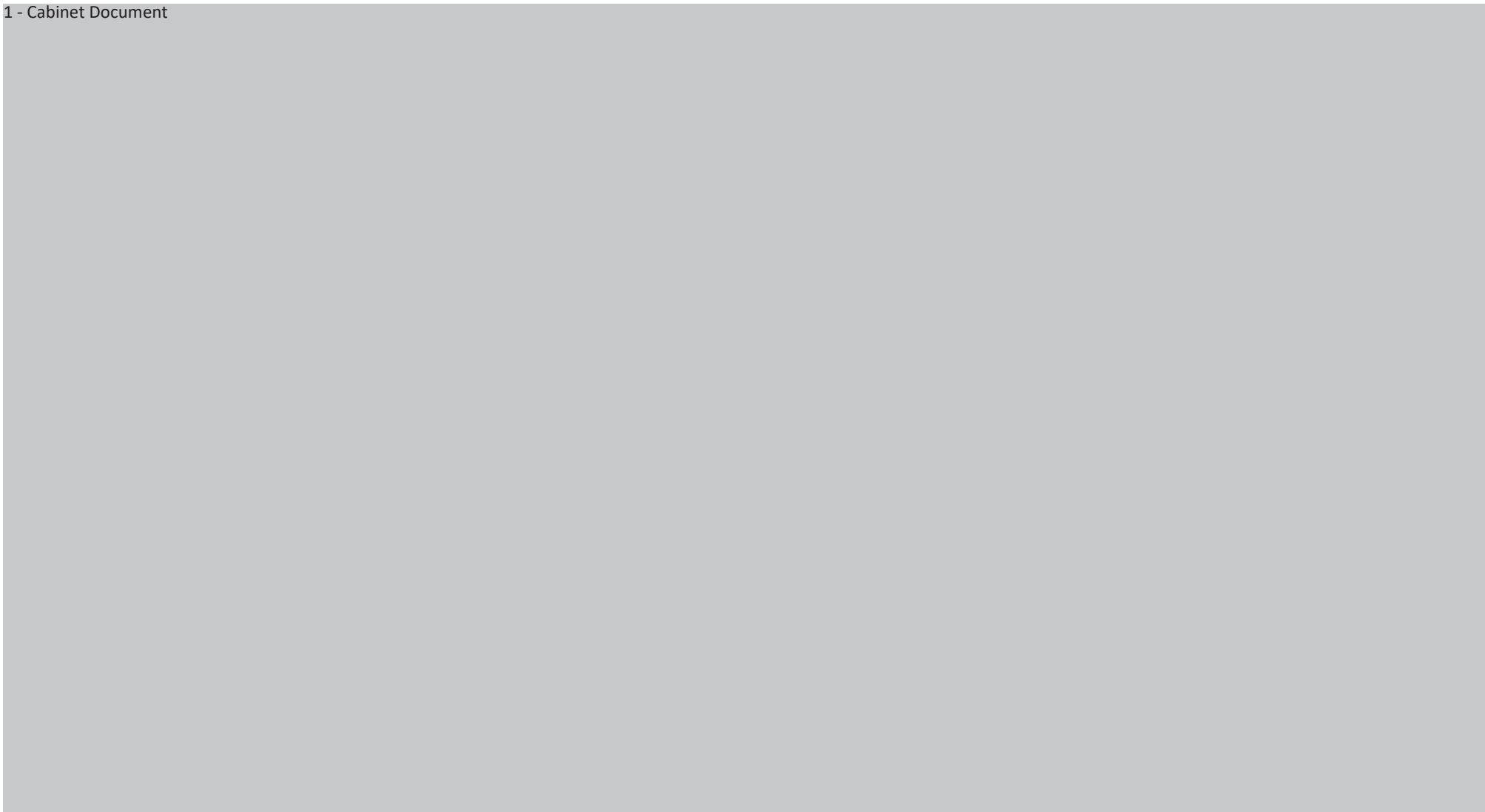


## 2022-23 Budget

Environment and Water

Minister Close

1 - Cabinet Document



Thu, 05 May 2022 01:38 pm

2022-23 Budget

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Report Name: rpt\_C\_BudgetBCC\_2022\_STOP

2022-23 Budget

Environment and Water

Minister Close

Recommend Approve

Savings

Department for Environment and Water (0147)

2022-23 Budget Savings — Environment and Water

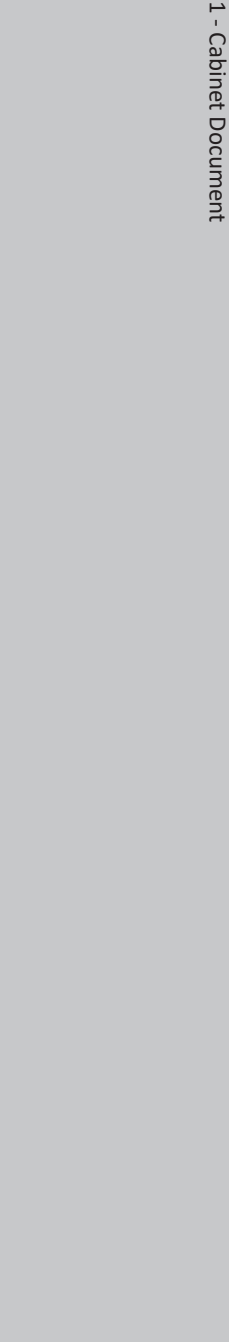
I\_8544

Efficiency Dividend

	Recommended Position \$000s				
	2021-22	2022-23	2023-24	2024-25	2025-26
NOB	—	2,252	2,381	2,535	4,030
NL	—	2,252	2,381	2,535	4,030
GG-ND	—	2,252	4,633	7,168	11,198
NFS-ND	—	2,252	4,633	7,168	11,198

2022-23 Provisional Budget Decision Set- DEW Summary – 6 May 2022

1 - Cabinet Document



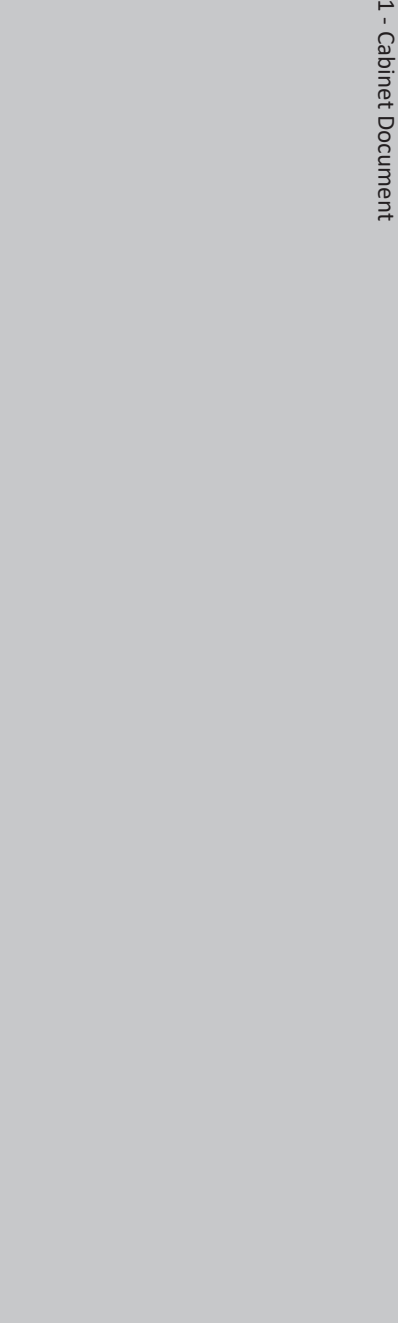
Election Commitments

- All election commitments with announced costs are fully funded

Savings

- New savings target has reduced from \$20.3 million to \$11.2 million over 4 years.

1 - Cabinet Document



## Summary of 2022-23 Budget for DEW - Decision Set for Cabinet on Monday 9 May

## 1 - Cabinet Document

Bilaterals - Election Commitment Funding	Initiative Costing \$'000					DTF Bilateral Funding Recommendations	Funding to External Groups
	2021-22	2022-23	2023-24	2024-25	2025-26		
Aboriginal Rangers	—	-534	-1,094	-1,682	-1,724	-5,034	—
Citizen Science Fund	—	-500	-500	-500	-500	-2,000	-2,000
Coastal Protection	200	—	—	—	—	200	—
Commissioner for the River Murray	—	-500	-513	-525	-538	-2,076	—
Conservation Council	—	-250	-250	-250	-250	-1,000	-1,000
Friends of the Parks	—	-750	-750	-750	-750	-3,000	-3,000
Grants to private landholders	—	-1,500	-1,500	-1,500	-1,500	-6,000	-6,000
Landcare Fundline	—	-250	-250	-250	-250	-1,000	-1,000
Pastoral Lands Unit	—	-250	-256	-263	-269	-1,038	—
RPCA Funding	—	250	—	—	—	—	—
Science and Biodiversity Fundline	—	—	-1,000	-1,025	-1,051	-3,076	-1,000
<b>Total</b>	—	-4,984	-6,363	-6,995	-7,082	-25,424	-15,000

Note: we represent increase in funding

## 1 - Cabinet Document

**From:** Barber, Vicki (DEW)  
**To:** [DEW:Correspondence OCE](#)  
**Subject:** FW: 10/08 - P1 - For Minister Approval - DEW-D0018010 - Cabinet Item - River Murray Commissioner  
**Date:** Wednesday, 10 August 2022 11:13:00 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[INITIAL STAKEHOLDER LIST.docx](#)  
[Draft Commissioner Agreement V3.docx](#)  
[DEW-D0018010 - LOCKED Cabinet Note - final.docx](#)  
[Richard Beasley CV 2021.pdf](#)  
[CE approved - DEW-D0018010 - Briefing \(003\)\\_gp approved.pdf](#)

**OFFICIAL: Sensitive//SA CABINET**

CE approval attached

### Vicki Barber

#### Executive Assistant to the Chief Executive

Department for Environment and Water  
 P (08) 8204 9323 Mobile: 0448 720 382

[vicki.barber2@sa.gov.au](mailto:vicki.barber2@sa.gov.au)

81-95 Waymouth Street, Adelaide  
 Postal: GPO Box 1047, Adelaide 5001

[environment.sa.gov.au](http://environment.sa.gov.au)

Department for Environment and Water



The Department for Environment and Water acknowledges Aboriginal people as the First Peoples and Nations of the lands and waters we live and work upon. We acknowledge and respect the deep spiritual connection and relationship that Aboriginal and Torres Strait Islander people have to their Country.

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**From:** DEW:Correspondence OCE <DEWCorrespondenceOCE@sa.gov.au>  
**Sent:** Wednesday, 10 August 2022 10:27 AM  
**To:** Burmeister, Kerrie (DEW) <Kerrie.Burmeister@sa.gov.au>; Barber, Vicki (DEW) <Vicki.Barber2@sa.gov.au>  
**Subject:** FW: 10/08 - P1 - For Minister Approval - DEW-D0018010 - Cabinet item - River Murray Commissioner

**OFFICIAL: Sensitive//SA CABINET**

**From:** DEW:Correspondence OCE  
**Sent:** Wednesday, 10 August 2022 10:27 AM  
**To:** Schutz, John (DEW) <[John.Schutz@sa.gov.au](mailto:John.Schutz@sa.gov.au)>  
**Subject:** 10/08 - P1 - For Minister Approval - DEW-D0018010 - Cabinet item - River Murray Commissioner

**OFFICIAL: Sensitive//SA CABINET**

**From:** DEW:Correspondence OCE  
**Sent:** Wednesday, 10 August 2022 10:14 AM  
**To:** Barber, Vicki (DEW) <[Vicki.Barber2@sa.gov.au](mailto:Vicki.Barber2@sa.gov.au)>  
**Cc:** Burmeister, Kerrie (DEW) <[Kerrie.Burmeister@sa.gov.au](mailto:Kerrie.Burmeister@sa.gov.au)>  
**Subject:** FW: DEW-D0018010 - River Murray Commissioner

**OFFICIAL: Sensitive//SA CABINET**

As discussed.

**From:** Pelton, Grant (DEW) <[Grant.Pelton@sa.gov.au](mailto:Grant.Pelton@sa.gov.au)>  
**Sent:** Wednesday, 10 August 2022 10:08 AM  
**To:** DEW:Correspondence OCE <[DEWCorrespondenceOCE@sa.gov.au](mailto:DEWCorrespondenceOCE@sa.gov.au)>  
**Subject:** RE: DEW-D0018010 - River Murray Commissioner

**OFFICIAL: Sensitive//SA CABINET**

Approved, please see my amended version (couldn't access the link).

### Grant Pelton

Director Strategic Projects

Office of the Chief Executive

Department for Environment and Water

P (08) 8463 3731 | M 0408 817 760

81-95 Waymouth Street  
GPO Box 1047 ADELAIDE SA 5001

[environment.sa.gov.au](mailto:environment.sa.gov.au) | [parks.sa.gov.au](http://parks.sa.gov.au)

South Australian Government Department for Environment and Water



**From:** DEW:Correspondence OCE <[DEWCorrespondenceOCE@sa.gov.au](mailto:DEWCorrespondenceOCE@sa.gov.au)>  
**Sent:** Wednesday, 10 August, 2022 9:58 AM  
**To:** Pelton, Grant (DEW) <[Grant.Pelton@sa.gov.au](mailto:Grant.Pelton@sa.gov.au)>  
**Subject:** FW: DEW-D0018010 - River Murray Commissioner  
**Importance:** High

**OFFICIAL: Sensitive//SA CABINET**

As discussed.

**From:** DEW:Correspondence Water <[DEWCorrespondenceWater@sa.gov.au](mailto:DEWCorrespondenceWater@sa.gov.au)>  
**Sent:** Wednesday, 10 August 2022 9:50 AM  
**To:** Barber, Vicki (DEW) <[Vicki.Barber2@sa.gov.au](mailto:Vicki.Barber2@sa.gov.au)>; Tripodi, Vince (DEW) <[Vince.Tripodi@sa.gov.au](mailto:Vince.Tripodi@sa.gov.au)>; DEW:Correspondence OCE <[DEWCorrespondenceOCE@sa.gov.au](mailto:DEWCorrespondenceOCE@sa.gov.au)>  
**Cc:** DEW:Correspondence Water <[DEWCorrespondenceWater@sa.gov.au](mailto:DEWCorrespondenceWater@sa.gov.au)>  
**Subject:** DEW-D0018010 - River Murray Commissioner  
**Importance:** High

**OFFICIAL: Sensitive//SA CABINET**

Good morning Vicki and Vince

Please find attached the Commissioner package Ben sent though to Kerrie last night fy!. Ben has also provided a copy to the Commissioner for his comfort.

[DEW-D0018010 - River Murray Commissioner \(env.sa.gov.au\)](#)

Kind regards,

---

**From:** Bruce, Ben (DEW)  
**Sent:** Tuesday, 9 August 2022 6:36 PM  
**To:** Burmeister, Kerrie (DEW) <[Kerrie.Burmeister@sa.gov.au](mailto:Kerrie.Burmeister@sa.gov.au)>  
**Cc:** Justine Keuning <[Justine.Keuning@sa.gov.au](mailto:Justine.Keuning@sa.gov.au)>  
**Subject:** Commish Package  
**Importance:** High

**OFFICIAL: Sensitive//SA CABINET**

Hi Kerrie

Please find package which I believe picks up on all comments made. This includes the updated agreement from Crown. For full transparency I have provided a copy of the updated agreement to the proposed commissioner tonight to confirm his comfort. However I am not expecting any issues as the only changes made have been in response to his requests.

Cheers

Ben

**Ben Bruce**

**Executive Director, Water and River Murray**

Water and River Murray Division  
Department for Environment and Water  
P (08) 8463 6945 | M 0427 372 449  
81-95 Waymouth Street, Adelaide  
GPO Box 1047, Adelaide SA 5001  
[environment.sa.gov.au](http://environment.sa.gov.au)





We acknowledge that the lands that we live and work on are the traditional lands of South Australia's First Nations peoples. We pay respect to the traditional custodians of these ancestral lands and acknowledge their deep spiritual connection to Country.

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# ATTACHMENT 1

OFFICIAL: Sensitive

## STANDARD SERVICES AGREEMENT Commissioner for the River Murray in South Australia

<insert No.>



Government  
of South Australia

AGREEMENT made on \_\_\_\_\_ of \_\_\_\_\_

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")

AND:

THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1 ("the Supplier")

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Services specified in Attachment 1.

EXECUTED AS AN AGREEMENT

THE COMMON SEAL of THE GOVERNMENT )  
PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 )  
was hereunto affixed in the presence of: )

.....  
Witness signature

.....  
Witness name

EXECUTED by THE PARTY NAMED IN ITEM 2 OF )  
ATTACHMENT 1 in the presence of: )

.....  
 Witness signature

.....  
 Party signature

.....  
Witness name

.....

Party name

**OFFICIAL: Sensitive**  
Attachment 1 - Agreement Details

Item 1	Government Party	MINISTER FOR CLIMATE, ENVIRONMENT AND WATER <insert ABN> <insert address>
Item 2	Supplier	<insert name> <insert ACN> <insert address> Where trustee: <insert name of trust>
Item 3	Commencement Date	1 July 2022
Item 4	Expiry Date	30 June 2023
Item 5	Extension Period	Three extension periods of one year each.
Item 6	Supplier's ABN	<insert ABN> Registered for GST: <Yes/No>
Item 7	Contract Managers	Government Party: <insert> Supplier: <insert>
Item 8	Named Persons	<insert names of Consultant>
Item 9	Details of Services	See Attachment 5
Item 10	Reports	See Attachment 7
Item 11	Milestone Dates	Milestone Dates are to be discussed in consultation with the Supplier, and determined by the Minister.
Item 12	Price and Payment (including address for invoices)	The Annual Report must be provided pursuant to the time periods set out in Attachment 7.  Price: \$100,000 per annum (GST inclusive) Manner of Payment: \$100,000 per annum payable in equal monthly installments. <i>If required include detailed pricing information in Attachment 6</i>
Item 13	Insurances	See Special Condition 31.4
Item 14	Liability Limit	<i>The following Liability Limit has been approved by Cabinet (25 July 2016)</i> 1 x the aggregated value of the Agreement (inc. GST)].

Item 15	Other Termination Rights	Not Applicable
Item 16	Approved Subcontractors	Not Applicable
Item 17	Additional Personnel Checks	Not Applicable
Item 18	Notice Period for Termination for Convenience	30 days

## Attachment 2 - Standard Terms & Conditions

### AGREED TERMS

#### 1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

#### 2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

#### 3. SUPPLY OF SERVICES

3.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.

- 3.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.
- A. The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.

3.3 The Supplier must ensure that Services are delivered:

(a) to a standard that meets or exceeds the Service Levels;

(b) in accordance with the warranties in clause 6.1; and

(c) by any Milestone Dates.

3.4 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

#### 4. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

#### 5. SERVICE VARIATION (IF APPLICABLE)

5.1 If the Government Party wishes to vary the scope of the Services ("Variation"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("Quote") setting out:

- (a) any impacts on the timing of or completion of tasks;
- (b) the varied price and payment arrangements; and
- (c) any changes to the terms that apply to the performance of the Services.

5.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.

5.3 If the Parties agree in writing to the terms of the Variation then:

(a) the Supplier must perform the Services as varied by the Variation;

(b) the Government Party must pay the varied price;

(c) the terms and conditions of the Agreement are varied by the terms of the Variation.

#### 6. SUPPLIER'S WARRANTIES

6.1 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:

- (a) comply with the description of the Services in Attachment 1;
- (b) be provided with due care and skill;
- (c) be provided in a timely and efficient manner;
- (d) be provided in accordance with the best practices current in the Supplier's industry;

- (e) be supplied without infringing any person's Intellectual Property Rights;
- (f) be performed by the Supplier and/or the Supplier's Personnel; and
- (g) be supplied in the most cost effective manner consistent with the required level of quality and performance.

#### 7. SUPPLIER'S PERSONNEL

The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.

If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from providing the Services, and the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.

The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.

The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.

#### 8. PRICE AND PAYMENT

8.1 In consideration for the supply of the Services, the Government Party will pay the Price.

8.2 Unless otherwise expressly stated the Price is inclusive of GST.

8.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Services, when the the Services have been supplied in accordance with this Agreement.

8.4 If the Term is extended pursuant to clause 1.2, on each anniversary of the Commencement Date during the period of the Agreement the Price payable for the extended term will be calculated by adjusting the Price for the previous Financial Year by the CPI Rate.

#### 9. GST

9.1 Subject to clause 9.2 the Supplier represents that:

(a) the ABN shown in Attachment 1 is the Supplier's ABN; and

(b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth).

If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.

#### 10. INTELLECTUAL PROPERTY RIGHTS

10.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.

10.2 The Supplier grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.

#### 11. INSURANCE

11.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.

11.2 The policies of insurance referred to in clause 11.1 must be held until the expiry of the Agreement.

#### 12. LIABILITY LIMIT

12.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.

Reference No:

Version 2.2: August 2021

- 13. CONFIDENTIAL INFORMATION**
- 13.1 Subject to this clause 13, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.

- 13.2 A Party may disclose Confidential Information belonging to the other Party:

- (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
- (b) as required by law or a court order;
- (c) in accordance with any Parliamentary or constitutional convention;
- (d) to the Australian Competition and Consumer Commission (ACCC) if the party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Services under this Agreement; or
- (e) for the purposes of prosecuting or defending proceedings.

- 13.3 The Parties may mutually agree to disclose Confidential Information.

- 14. SET-OFF**
- Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.

- 15. DISPUTE RESOLUTION**
- 15.1 Subject to clause 15.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 15.2 Either Party may give the other a notice in writing ("**dispute notice**") setting out the details of the dispute.
- 15.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.
- 15.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

**16. ENDING THIS CONTRACT**

- 16.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:
- (a) the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;

- (b) the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;
- (c) the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;

- (d) the Supplier fails to comply with a notice issued under clause 7.2; or
- (e) the Supplier fails to disclose a conflict of interest;
- (f) any Other Termination Right occurs; or
- (g) the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.

- 16.2 The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in Attachment 1 ("**Notice Period for Termination for Convenience**").

- 16.3 If the Government Party terminates this Agreement in accordance with clause 16.2:

- (a) the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Services provided before the effective termination date; and
- (b) the Supplier must comply with all reasonable directions given by the Government Party.

- 16.4 The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the

Reference No:

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Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.

**EFFECT OF ENDING THIS CONTRACT**

Any termination of this Agreement by either Party does not affect any accrued right of either Party.

Despite termination or completion of this Agreement, this clause 17 and clauses 6, 10, 11, 12, 13, 14 and those Special Conditions that by their nature remain in force, shall survive.

**18. SUBCONTRACTING**

18.1 With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.

18.2 The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.

**19. CONFLICT OF INTEREST**

19.1 The Supplier must disclose in writing to the Government Party all actual and potential conflicts of interest that exist, arise or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.

**20. COMPLIANCE WITH LAWS**

The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.

**GOVERNING LAW AND JURISDICTION**

21. This Agreement is governed by the laws in the State of South Australia.

21.1 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.

**22. ENTIRE AGREEMENT**

The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.

**23. NO ASSIGNMENT**

23.1 The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.

23.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.

**24. MODIFICATION**

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

**25. SEVERANCE**

25.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.

25.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

**26. COUNTERPARTS**

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1)

instrument. An executed counterpart may be delivered by email.

27. **WORK HEALTH & SAFETY**

27.1 The Supplier must comply with the *Work Health and Safety Act 2012 (SA)* at all times, regardless of whether the Government Party issues direction in that regard or not.

27.2 If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.

28. **ACTING ETHICALLY**

The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009 (SA)*) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

29. **INTERPRETATION**

29.1 Defined terms are set out in the Glossary of Defined Terms in Attachment 3.

29.2 In resolving inconsistencies in this Agreement, the documents have the following order of priority:

- (a) Special Conditions (Attachment 4);
- (b) Standard Terms and Conditions (Attachment 2); and
- (c) the other Attachments.

In this Agreement (unless the context requires otherwise):

- (a) a reference to any legislation includes:
  - (i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
  - (ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
- (b) a word in the singular includes the plural and a word in the plural includes the singular;
- (c) a reference to two or more persons is a reference to those persons jointly and severally;
- (d) a reference to dollars is to Australian dollars;
- (e) a reference to a Party includes that party's administrators, successors and permitted assigns.

30.

**SPECIAL CONDITIONS**

The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other Terms of this Agreement.



### Attachment 3 - Glossary of Defined Terms

**NOTE: Not all terms may be required for a particular procurement**

In this Agreement:

- (a) **"Approved Subcontractors"** means those subcontractors specified in Attachment 1;
- (b) **"Business Day"** means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (c) **"Cartel Conduct"** means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);
- (d) **"Code of Ethics for the South Australian Public Sector"** is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);
- (e) **"Confidential Information"** means information which is identified either as confidential information (if disclosed by the Government Party) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (f) **"Consultancy Services"** means services provided by Consultants;
- (g) **"Consultant"** has the same meaning as in *DPC027 Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (h) **"CPI Rate"** is the rate of the All Groups Consumer Price Index Adelaide published by the Australian Bureau of Statistics in respect of the latest concluded quarter immediately preceding the Commencement Date;
- (i) **"Extension Period"** means the period by which the Agreement is extended as specified in Attachment 1;
- (j) **"GST"** means the tax imposed by the GST Law;
- (k) **"GST Law"** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (l) **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
  - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
  - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a), but for the avoidance of doubt excludes moral rights and performers' rights;
- (m) **"Machinery of Government Change"** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (n) **"Measurement Period"** means the period over which the performance of a Service Level is measured;
- (o) **"Milestone Dates"** means dates by which Services must be delivered as specified in Attachment 1;
- (p) **"Named Persons"** means the persons specified in Attachment 1;
- (q) **"Notice Period for Termination for Convenience"** means the time period specified in Attachment 1;
- (r) **"Other Termination Right"** means the termination rights specified in Attachment 1;
- (s) **"Party"** means a party to this Agreement;
- (t) **"Personal Information"** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (u) **"Purchase Order"** means an order for Services submitted by the Government Party to the Supplier;
- (v) **"Price"** means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 5;
- (w) **"Service Levels"** means the service levels (if any) specified in the Specifications;
- (x) **"Services"** means the services specified in Attachment 1;
- (y) **"Special Conditions"** means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (z) **"Specifications"** means the detailed description of the Services in Attachment 5;
- (aa) **"Supplier Personnel"** means any Approved Subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Agreement and includes the Named Persons;
- (bb) **"Term"** means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension and;
- (cc) **"Warranty Period"** means the period specified in Attachment 1.

Attachment 4 - Special Conditions

31. **CONSULTANCY**

- 31.1 All references to "the Supplier" are replaced by "Consultant" and all references to "Price" are replaced by "Fees" in the Agreement.
- 31.2 The Services must be performed personally by the Named Persons.
- 31.3 The Government Party may give reasonable instructions to the Consultant about the performance of the Services and the Consultant must comply with those instructions, including provision of additional reports, attendance at meetings and the making of presentations.
- 31.4 The Consultant must effect and maintain professional indemnity insurance during the Agreement at the minimum level of cover required in the ordinary course of the Consultant's business and such cover must continue for three years after the expiry of the Agreement.
- 31.5 The following paragraphs replace the second subclause of the Intellectual Property Rights clause in the Agreement:
- (a) Subject to the first subclause of the Intellectual Property Rights clause in the Agreement, title and all Intellectual Property Rights in the reports and other materials vests in the Government Party on creation.
- (b) The Consultant must do anything necessary to vest all Intellectual Property Rights in the reports and other materials in the Government Party.
- (c) The Consultant grants to the Government Party a perpetual, irrevocable, royalty free, fee free licence to use those of the Consultant's Intellectual Property Rights as necessary for the purpose of using the reports and other materials.
- (d) The Government Party grants to the Supplier the right to access and use the reports and other materials solely for the purpose of providing the Consultancy Services to the Government Party.
- (e) Each party grants the other only the licences and rights specified. No other licenses or rights (including licences or rights under patents) are granted.

32. **CONTRACT DISCLOSURE**

- 32.1 The Government Party may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.
- 32.2 Nothing in this clause derogates from:
- (a) the Supplier's obligations under any provisions of this Agreement; or
- (b) the provisions of the *Freedom of Information Act 1991 (SA)*.

Attachment 5 - Specifications

1. Background

- a. The health of the River Murray underpins the health of South Australia. The River Murray provides a domestic water supply for over 90 per cent of South Australians, supports environmental assets of national and international importance and sustains the cultural values of the River's Traditional Owners.
- b. From an economic perspective, the South Australian River Murray supports major industrial processing across the State, provides the base for a regional tourism industry worth over \$100 million per annum and underpins irrigation industries worth close to \$1 billion per annum.
- c. As part of reasserting the priority of the River Murray in South Australia, the South Australian Government has committed to appoint a Commissioner for the River Murray in South Australia to support the Minister for Climate, Environment and Water and the Department for Environment and Water in taking leadership on this matter.
- d. The establishment of the Commissioner for the River Murray in South Australia is a core component of the '*Fighting for the Murray*' Election Commitment made by the South Australian Government.

2. Functions of the Consultant

- a. The Consultant will be known as the "**Commissioner for the River Murray in South Australia**".
- b. The Consultant must:
  - i. Stand up for the health of the River Murray, including the Lower Lakes, Murray Mouth and the Coorong. This may include engaging with the media, key stakeholders, jurisdictional ministers and the Murray-Darling Basin Authority Board;
  - ii. Help in the endeavour to secure the delivery of the final 450GL of water recovery required to deliver 94 per cent of environmental flow indicators required to achieve an Environmentally Sustainable Level of Take as proposed by the *Water Act 2007* and the Basin Plan;
  - iii. Assist the South Australian Government to further improve the transparency of information provided about the management of the River Murray and the communication of River Murray related outcomes, directions and issues;
  - iv. Prepare an Annual Report in accordance with Attachment 7; and
  - v. Any other functions as agreed between the Government Party and the Consultant.

3. Outcomes/Deliverables

- a. In providing the Services the Consultant must:
  - i. Improve advocacy for the health of the Murray-Darling Basin and a broader appreciation of why the Basin Plan needs to be delivered.
  - ii. Lead a series of River Murray Forums in South Australia and participate in relevant interstate forums as agreed with the Government Party;
  - iii. Prepare reports set out at Attachment 7.
- b. After the Commencement Date, at a time to be determined by the Government Party, the Consultant will meet with the Departmental Representative to develop an initial work plan, which will be subject to the approval of the Government Party.
- c. The Consultant must attend quarterly update meetings with the Government Party's Representative to review activities undertaken in the previous quarter and agree on activities to be undertaken in the following quarter(s) and the level of departmental support required.
- d. The Consultant will meet quarterly with the Government Party and at other times required by the Government Party.

**4. Support**

- a. The Government Party will make available an appropriately qualified officer from the Department for Environment and Water to support the activities of the Consultant and will also provide administrative support to the role. Access to subject matter expertise and additional capacity will be negotiated as required with the Departmental Representative.

**Attachment 6 – Pricing and Payment**

Not Used.

Reference No:

Version 2.2: August 2021

## Attachment 7 – Reports

The Consultant will prepare an Annual Report following the completion of each water year (30 June) that is to be provided to the Government Party by 30 November each year (or such other date as agreed by the Government Party) and tabled in Parliament in the first sitting week after 31 December of that calendar year that describes the health of the River Murray in South Australia, achievements from the reporting period, key priorities for the coming reporting period and key activities undertaken by the Consultant. The Department for Environment and Water will support the Consultant in the preparation of this report.

The Government Party will consider the Annual Report provided and undertake an annual performance review discussion with the Commissioner by 31 March each year.

## ATTACHMENT 3

### First Three Months: Recommended Priority Stakeholder Contacts for Commissioner for the River Murray in South Australia

The following table outlines key stakeholders that it is recommended that the Commissioner consider making contact with during his first three months. A longer list of stakeholders for consideration over time is provided on the following page.

Organisation	Contact Name & Position
<i>National</i>	
Murray-Darling Basin Authority Chair & Chief Executive	Sir Angus Houston, <i>Chair</i> Andrew McConville, <i>Chief Executive</i>
SA member of MDBA Board	Roseanne Healy
Chair and SA Members of MDBA Basin Community Committee	Phil Duncan, <i>Chair</i> Warren Jacobs ( <i>Lower Murray</i> ) Neil Martinson ( <i>Riverland</i> )
Murray-Darling Alliance (SA/Vic/NSW)	Craig Wilkins, <i>Chief Executive</i>
National Irrigators Council	Isaac Jeffrey, <i>Chief Executive Officer</i>
<i>Environment Sector</i>	
Conservation Council of SA	Craig Wilkins, <i>Chief Executive</i>
Lifblood Alliance	Craig Wilkins, <i>Chief Executive</i>
<i>First Nations</i>	
MLDRIN (Murray Lower Darling Rivers Indigenous Nations)	Grant Rigney, <i>Chair</i>
MDBA Board Indigenous member	Rene Woods
<i>Industry</i>	
Central Irrigation Trust	Greg McCarron, <i>Chief Executive Officer</i>
Renmark Irrigation Trust	Rosalie Auricht, <i>Chief Executive Officer</i>
SA Murray Irrigators	Caren Martin, <i>Chair</i>
SA Dairymen's Association	Andrew Curtis, <i>Chief Executive</i>
Tourism sector	Tony Sharley, <i>Managing Director, Murray River Trails</i>
<i>Political</i>	
SA Members of Federal Cabinet	Penny Wong Mark Butler Don Farrell Amanda Rishworth
SA Shadow Minister for Water Resources and the River Murray	Nicola Centofanti
SA Labor Caucus	Deputy Premier's Office
<i>Science</i>	
Wentworth Group of Concerned Scientists	Dr Celine Steinfeld, <i>Director</i>
Goyder Institute	Barry Hart, <i>Chair</i>
<i>Other</i>	
Murraylands and Riverland Landscape Board	Di Davidson, <i>Presiding Member</i>
Hon Dean Brown	Chair, Coorong Partnership and former Premier's Special Adviser on Drought (during the Millennium Drought)

## **ADDITIONAL POTENTIAL CONSULTATION AND STAKEHOLDER LIST**

### **National organisations:**

- Commonwealth Scientific and Industrial Research Organisation
- Bureau of Meteorology
- Environmental Defenders Offices of Australia
- Wilderness Society Australia
- Australian Conservation Foundation
- Murray Darling Association
- Australian Water Association
- Nature Conservation Council of NSW
- Conservation Council of Victoria
- Queensland Conservation Council
- Conservation Council ACT Region

### **South Australian Environmental groups:**

- South Australian Nature Alliance
- Nature Conservation Society of South Australia
- Nature Foundation SA
- Coorong, Lower Lakes and Murray Mouth Community Advisory Panel (CAP)
- Coorong Partnership
- River Lakes and Coorong Action Group

### **First Nations and Aboriginal organisations:**

- Northern Basin Aboriginal Nations Ltd (NBAN)
- Ngarrindjeri Regional Authority
- Ngarrindjeri Aboriginal Corporation
- River Murray and Mallee Aboriginal Corporation
- Mannum Aboriginal Community Association Incorporated
- First Nations of the South East

### **Relevant state and/or national industry associations:**

- Primary Producers South Australia
- Horticulture Coalition of SA
- South Australian Wine Industry Association
- Wine Grape Council of SA
- Almond Board of Australia
- Citrus Australia

### **Other peak bodies or regional organisations:**

- Limestone Coast Landscape Board
- Hills and Fleurieu Landscape Board
- South Australian Council of Social Services
- Business SA
- Local Government Association and relevant local governments



**Other experts and key stakeholders:**

- Members of SA Parliament
- SA members of Federal Parliament
- The Australia Institute
- South Australian Water Ambassador, Karlene Maywald (also former SA Water Minister)
- Neil Andrew (former MDBA Chair)
- David Papps (former Commonwealth Environmental Water Holder)
- Allan Holmes (former MDBC Commissioner and now SA Water Chair)
- Sharon Starick (former Presiding Member, SA Murray-Darling Basin Natural Resources Management Board)
- Professor Rob Vertessy (University of Melbourne)
- Professor Justin Brookes (University of Adelaide)
- Professor Mike Young (University of Adelaide)
- Professor Michelle Waycott (University of Adelaide)
- Associate Professor David Paton AM (University of Adelaide)

## [Richard Beasley SC](#)

### Contact details

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Email: [rbeasley@minewentworth.com.au](mailto:rbeasley@minewentworth.com.au)

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9/180 Phillip Street, Sydney NSW 2000

DX 373 Sydney

Web: [www.minewentworth.com.au](http://www.minewentworth.com.au)

[www.richardbeasley.com.au](http://www.richardbeasley.com.au)

Clerk: Ben Brown

+61 2 881 59200

### Qualifications

1987 - LLB (Hons) (University of Adelaide)

1995 - LLM (University of Sydney)

### Awards

Law School Prize for Torts, University of Adelaide, 1983

Blashki & Sons Award for first place in the NSW Bar Exams, August 1997

### Professional Recognition

*The Best Lawyers in Australia*, 2019, '20, '21: Planning and Environment

*The Best Lawyers in Australia*, 2020, '21: Government Practice

### Admissions

1988 - Supreme Court of South Australia

1992 - Supreme Court of NSW (Solicitor)

1997 - Supreme Court of NSW (Barrister)

2011 - Appointed Senior Counsel

## Principal Areas of Practice

Administrative Law

Royal Commissions and Commissions of Inquiry

Planning and Environment

Pollution prosecutions

Valuation and compulsory land acquisition

Trade Practices

Banking and Insolvency

Professional Negligence

## Some cases or matters of note

Senior Counsel Assisting the *Special Commission of Inquiry into the Ruby Princess*,  
April 2020 – August 2020

Senior Counsel Assisting the Independent Planning Commission into the Santos  
Narrabri Gas Project, the Dendrobium Mine Extension, and the Maxwell  
Underground Mine, July 2020 -Feb 2021

Senior Counsel Assisting the *Murray Darling Basin Royal Commission*, January 2018 –  
February 2019

Commissioner, *Blue Mountains City Council Public Inquiry*, July 2018 – February  
2021

Commissioner, *Auburn City Council Public Inquiry*, January 2016 – Feb 2017

*Local Democracy Matters v Minister for Planning* [2019] NSWLEC 20 (judicial review)  
and on appeal: *Local Democracy Matters v Minister for Planning* [2019] NSWCA 65

*Stratford Coal v Minister for Planning* [2019] NSWLEC 8 (part of Class 1 appeal re  
coal mine application – see *Gloucester Resources v Minister for Planning* [2019]  
NSWLEC 7)

*SNS Pty Ltd v Roads and Maritime Services* [2018] NSWLEC 7 (compulsory acquisition of land)

*Millers Point Fund Inc. v Lend Lease* (Millers Point) Pty Ltd and Ors [2016] NSWLEC 166

*Gosford City Council v Parbery (Liquidator); In the matter of Lehman Bros Aust Ltd (In Liq)* [2016] FCA 353 (Contract; insolvency)

*Wingecarribee Shire Council v Lehman Brothers Australia Ltd (In Liquidation)* - (2014) - drafting submissions for liquidator for binding adjudication on class action (misleading and deceptive conduct/ misrepresentation/breaches of Corporations Law/fiduciary duties)

*Hume Coal Pty Limited v Alexander and Anor* [2013] NSWLEC 58 (injunction; mining)

ICAC hearing - *Operation Acacia*, 2013.

*Downer EDI Limited v Gillies* (2012) 92 ACSR 373; (2012) NSWCA 333 (director's duties; Corporations Law; employment law)

*Hunter Environmental Lobby Inc. v Minister for Planning* [2011] NSWLEC 221 (objector appeal to approval of a coal mine)

*Gillies v Downer EDI Limited* [2011] NSWSC 1055 (director's duties; Corporations Law; employment law; damages)

*Caroona Coal Action Group v Minister for Mineral Resources and Anor* [2010] NSWLEC 1; (2010) 172 LGERA 25; (2010) ALMD 3485; (2010) 178 LGERA 411 (judicial review; mining)

*Caroona Coal Action Grp v Coal Mines Australia* (2010) NSWCA 353 (judicial review; mining)

*Brown and Anor v Coal Mines Australia Pty Ltd* (2010) 76 NSWSC 473 (judicial review; mining)

*Walker Corporation v Sydney Harbour Foreshore Authority* (2009) 173 LGERA 155 (statutory construction; compulsory acquisition of land)

*Caroona Coal Action Group v Minister for Mineral Resources and Anor* [2009] NSWLEC 165; (2009) 170 LGERA 22; [2010] ALMD 216 (mining; judicial review)

*Ulan Coal v Minister for Mineral Resources* [2008] NSWCA 174; (2008) 161 LGERA 391 (statutory construction; mining leases)

*Walker Corporation v Sydney Harbour Foreshore Authority* (2008) NSWCA 282 and (2009) NSWCA 178 (statutory construction; compulsory acquisition of land)

*Hornsby Shire Council v CSR Limited and Ors* [2008] NSWSC 1179 and [2013] NSWSC 510 and [2013] NSWSC 1183 (fraud; trade practices/misleading and deceptive conduct; professional negligence; compulsory acquisition)

*Environmental Protection Agency v Fulton Hogan Pty Ltd* [2008] NSWLEC 286; (2008) 163 LGERA 324 (pollution prosecution)

*Ray Fitzpatrick v Minister for Planning* [2007] 157 LGERA 100 and [2008] NSWLEC 161 (compulsory acquisition of land)

*Maitland Main Collieries v Xstrata Mt Owen* [2006] NSWSC 1235 (contractual construction)

*Booksan Pty Ltd & Ors; GIO General & Ors v Welbe & Ors* [2006] NSWCA 3 (negligence; insurance)

*Laybutt v Glover Gibbs Pty Ltd* [2005] HCA 56; (2005) 221 ALR 310; (2005) 79 ALJR 1808 (negligence; employer's duties)

*Hornsby Shire Council v CSR Limited and Ors* [2004] NSWSC 946 (compulsory acquisition of land; judicial review; tax)

*NRMA v Morgan and Ors* (1999) NSWSC 407; (1999) 31 ASCR 435; (1999) Aust Tort Reports 81-505 (professional negligence/solicitor's negligence/trade practices/director's duties/Corporations Law)

#### **Achievements outside the Law**

Author of five novels and one work of non-fiction:

*Dead in the Water* (February 2021) published by Allen & Unwin.

*Hell Has Harbour Views* (2001) published by Pan Macmillan. *Hell Has Harbour Views* was adapted into an ABC tele-movie in 2005 by Hilton Cordell Productions and the ABC.

*The Ambulance Chaser* (2004), Pan Macmillan

*Me and Roy Macbeath* (2013) published by Hachette

*Cyruide Games* (2016) published by Simon & Schuster, and released as an audio book by Audible

*The Burden of Lies* (2017), published by Simon & Schuster, and released as an audio book by Audible

Author Website: [richardbeasley.com.au](http://richardbeasley.com.au)

Literary Agent: Tara Wynne, Curtis Brown, Ph: 9361 6161

#### **Other positions**

Panel Member, NSW Racing Appeal Panel, 2012 – 2016

Principal Member, NSW Racing Appeal Panel, July 2016 -

**Memberships**

NSW Bar Association

Australian Society of Authors

PEN Sydney

Centre Circle Group, Sydney Swans Football Club

Australian Turf Club

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**From:** Bruce, Ben (DEW)  
**Sent:** Friday, 12 August 2022 4:56 PM  
**To:** Barber, Vicki (DEW); Burmeister, Kerrie (DEW)  
**Subject:** CONFIDENTIAL FW: Draft Commissioner Media Release  
**Attachments:** XX-08 - Commissioner for the River Murray appointed.docx  
**Importance:** High

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Just to ensure that all are in the loop

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**From:** Bruce, Ben (DEW)  
**Sent:** Friday, 12 August, 2022 2:05 PM  
**To:** Vines, Josh (DIIS) <Josh.Vines@sa.gov.au>; Gillick, Jason (DIIS) <Jason.Gillick@sa.gov.au>  
**Cc:** Schutz, John (DEW) <John.Schutz@sa.gov.au>; Smith, Matt (DEW) <Matt.Smith2@sa.gov.au>  
**Subject:** Draft Commissioner Media Release  
**Importance:** High

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Josh and Jason

Please find attached a draft media release re: announcement of the appointment of the Commissioner for the River Murray in SA for your consideration. Please note that the proposed Commissioner has not reviewed this draft and would need to prior to release.

The Comms unit has also provided a brief explanation of the comms plan to support the announcement, as requested:

#### **Communications Plan**

*The DEW Communications and Engagement team has prepared a draft media release announcing the appointment.*

*Given the political nature, we expect the media announcement to be Ministerial-led.*

*The Communications and Engagement Team is able to provide further support for the announcement through the provision of social media assets, digital content and assistance with organising any media event as required.*

Please let me know if you require any further details.

Cheers

Ben

#### **Ben Bruce**

Executive Director, Water and River Murray

Water and River Murray Division

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AUSTRALIA**



**Government of South Australia**  
**Department for Environment  
and Water**

***Helping South Australians conserve, sustain and prosper***

We acknowledge that the lands that we live and work on are the traditional lands of South Australia's First Nations peoples. We pay respect to the traditional custodians of these ancestral lands and acknowledge their deep spiritual connection to Country.

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Government  
of South Australia

# Media Release

**Susan Close MP**

Deputy Premier

Minister for Climate, Environment and Water

DAY DATE AUGUST 2022

## Prominent barrister named state's Commissioner for the River Murray

Prominent lawyer and author, Richard Beasley SC has been named South Australia's Commissioner for the River Murray.

The appointment forms a key part of the Labor Government's '*Fighting for the Murray*' election platform to reinstate the River Murray as a major priority for South Australia.

Mr Beasley's appointment as Commissioner builds on his exemplary work as Senior Counsel in the 2019 South Australian Murray-Darling Basin Royal Commission.

He has enjoyed a decorated legal career, selected by his peers for inclusion in *The Best Lawyers in Australia* in the fields of Government Practice (2020-22) and Planning and Environmental Law (2019-22) and recognised as Planning and Environment Lawyer of the Year 2022.

As Commissioner for the River Murray, Mr Beasley's role will be to:

- Stand up for the health of the River Murray, Lower Lakes and Coorong, which may include engaging with media, key stakeholders, politicians, and the Murray-Darling Basin Authority Board.
- Help the state's efforts to secure the delivery of the final 450 gigalitres of water recovery required to deliver 94 per cent of environmental flow indicators, as proposed by the *Water Act 2007* and the Basin Plan.
- Assist the State Government to further improve the transparency of information and communication provided about the management of the River Murray.
- Prepare an annual report that is tabled in Parliament.

### Quotes attributable to Susan Close MP

"I congratulate Mr Beasley on this well-deserved appointment and look forward to working closely with him in fighting for the future of the River Murray in South Australia.

"Mr Beasley has a deep understanding of the issues relating to the River Murray, not only in South Australia but the entire Murray-Darling Basin.

[/PMalinauskasMP](#)



"Through his time on the South Australian Murray-Darling Basin Royal Commission he was able to demonstrate a great ability to connect and build relationships with the community and stakeholder groups, skills that will be vital in his role as Commissioner.

"The former Liberal Government failed to stand up for South Australia's interests. As Commissioner for the River Murray, Mr Beasley will be provide a much-needed additional voice in advocating for our river communities."

#### Quotes attributable to Richard Beasley SC

"I'm incredibly honoured to be our state's first Commissioner for the River Murray and I'm committed to standing up and fighting for the health of the Basin.

"The return of the 450 gigalitres of environmental water is enshrined in law and was a critical factor in South Australia signing up to the Murray-Darling Basin Plan.

"Environmentally, that water is absolutely critical for the sustainability of the river not only in South Australia but the Basin as a whole because as we know, rivers die from the mouth up."

Media contact: Pamela Perre 0447 525 822

Commented [PD(1): Suggested quotes only – still to be approved

/PMalinauskasMP

