

Railway Agreement (Tasmania)

No. 101 of 1971

An Act relating to an Agreement between
the Commonwealth and the State of Tasmania
with respect to certain Railway Works.

[Assented to 17 November 1971]

BE it enacted by the Queen's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, as follows:—

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| Short title. | 1. This Act may be cited as the <i>Railway Agreement (Tasmania) Act 1971</i> . |
| Commencement. | 2. This Act shall come into operation on the day on which it receives the Royal Assent. |
| Approval of agreement. | 3. The agreement a copy of which is set out in the Schedule to this Act is approved. |
| Payments under agreement. | 4. The payments by the Commonwealth to the State of Tasmania provided for in the agreement referred to in the last preceding section may be made to that State, by way of financial assistance, on the terms and conditions contained in that agreement, out of the Consolidated Revenue Fund, which is appropriated accordingly. |

THE SCHEDULE

Section 3.

AN AGREEMENT made the fifth day of October One thousand nine hundred and seventy-one Between THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the one part and THE STATE OF TASMANIA (in this agreement called "the State") of the other part.

WHEREAS—

- (a) it is desirable in the interests of Tasmania and of Australia generally that a woodchips industry capable of providing woodchips for export be established and developed in the Bell Bay region;
- (b) the State has proposed that the railway works described in this agreement be carried out to facilitate the transport of timber for the said industry;
- (c) the State has requested the Commonwealth to provide financial assistance to the State towards meeting the cost of carrying out those railway works;
- (d) the Commonwealth has agreed to request the Parliament of the Commonwealth to authorize the grant of financial assistance to the State to the extent and upon the terms and conditions set out in this agreement:

THE SCHEDULE—*continued*

NOW IT IS HEREBY AGREED as follows:—

1.—(1.) In this agreement, unless the contrary intention appears—

Definitions.

“ clause ” means clause of this agreement;

“ financial year ” means a period of twelve months ending on the thirtieth day of June;

“ Schedule ” means Schedule to this agreement and, in the event that the Schedule is at any time varied, means the Schedule as so varied;

“ the Minister ” means the Minister for Shipping and Transport of the Commonwealth;

“ the Treasurer ” means the Treasurer of the Commonwealth; and

“ the works ” means the railway works described in the Schedule.

(2.) Where in this agreement a Minister is referred to, that reference shall be deemed to include any other Minister of the Commonwealth or of the State or any member of the Federal Executive Council or of the Executive Council of the State, as the case may be, who may for the time being be acting for and on behalf of the Minister referred to.

2. This agreement shall have no force or effect and shall not be binding on either party until it has been approved by the Parliament of the Commonwealth and the Parliament of the State.

Approval of Agreement.

3.—(1.) Subject to compliance by the State with the provisions of this agreement, the Commonwealth will, in accordance with and subject to the provisions of this agreement, provide financial assistance to the State in an amount equal to seventeen twentieths (17/20) of the expenditure on the works.

Financial Assistance.

(2.) The amount of the financial assistance to be provided by the Commonwealth under this agreement shall not exceed—

(a) in respect of the new railway referred to in paragraph 1 of Part I of the Schedule—the sum of Two million nine hundred and seventy-five thousand dollars (\$2,975,000); and

(b) in respect of the railway works referred to in paragraphs 2, 3, and 4 of Part I of the Schedule—the sum of One million two hundred and seventy-five thousand dollars (\$1,275,000).

4. For the purposes of this agreement expenditure on the works means expenditure incurred by the State on or in connection with the works on and after the seventh day of April, 1971 and includes planning, design and administrative expenses directly relating to carrying out the works but does not include expenses that would have been or would be incurred whether or not the works were carried out.

Expenditure on the Works.

5.—(1.) The Treasurer may, at such times and in such amounts as he thinks fit, make advances on account of the payments that the Commonwealth may become liable to make under clause 7.

Advances.

(2.) An amount, or part of an amount, advanced by the Treasurer under this clause may be deducted by the Commonwealth from an amount that subsequently becomes payable under clause 7 or, if no further amounts will become payable under that clause, shall be refunded by the State to the Commonwealth at the request of the Treasurer.

6. The State shall ensure that an amount, or any part of an amount, advanced to the State and not refunded under the last preceding clause is not used or applied except for the purpose of meeting or of reimbursing to the State expenditure on the works.

Use of Advances.

7. The Commonwealth will, at the request of the State, from time to time and subject to the provisions of this agreement make payments to the State of the financial assistance to be provided to the State under this agreement in amounts equal to seventeen twentieths (17/20) of the expenditure on the works.

Payments of Financial Assistance.

8.—(1.) The State shall furnish to the Treasurer such documents and other evidence to justify the making of an advance under clause 5 or to show how an amount, or any part of an amount, advanced under that clause has been used or applied, or to support a request by the State for a payment under clause 7, as the Treasurer may at any time reasonably request, whether the request by the Treasurer is made before or after the Commonwealth has made any relevant advance or payment.

Supporting Financial Evidence.

THE SCHEDULE—*continued*

(2.) Any statement of expenditure by the State forwarded to the Commonwealth in connexion with a request for a payment under clause 7 shall be certified as to its correctness by the Auditor-General of the State.

Repayments by State.

9.—(1.) Subject to the provisions of clause 10, the State shall repay to the Commonwealth ten seventeenths (10/17) of each of the advances made to the State under clause 5 and not refunded as provided in sub-clause (2.) of that clause and of each of the payments made to the State under clause 7 by sixty (60) equal consecutive half-yearly payments.

(2.) The first payment by the State under sub-clause (1.) of this clause shall be payable on the fifteenth day of December, 1972—except that in the event that an advance or a payment is made by the Commonwealth to the State on or after that date the first payment by the State in respect of that advance or payment shall be payable on the fifteenth day of June or the fifteenth day of December next succeeding the date on which the advance or payment was made by the Commonwealth—and subsequent payments shall be payable on each succeeding fifteenth day of June and fifteenth day of December until the full amount of the portion that is repayable of the advance or payment has been paid.

Prepayments.

10. The State may at any time after giving to the Treasurer notice of at least one month of its intention to do so, repay the whole, or a part not being less than One hundred thousand dollars (\$100,000), of so much of an advance or payment as is repayable by the State to the Commonwealth under clause 9 as remains unrepaid, together with interest on the amount repaid accrued to the date of payment in accordance with clause 11.

Interest.

11.—(1.) Interest payable by the State to the Commonwealth shall accrue on so much of the amount of each advance or payment to the State as is repayable to the Commonwealth by the State as has not for the time being been repaid or, in the case of an advance, repaid or refunded to the Commonwealth calculated from the date on which the advance or payment was made by the Commonwealth at the rate provided in this clause in respect of the advance or payment.

(2.) The State shall pay the interest for the time being accrued under this clause on the fifteenth day of June and the fifteenth day of December in each year.

(3.) The rate at which interest accrues and is payable by the State under this clause in respect of an advance or payment shall be the rate of yield to maturity of the loan of the longer or longest term of the last loan raising by the Commonwealth in Australia for public subscription prior to the date upon which the advance or payment was made by the Commonwealth.

Approval of Works.

12.—(1.) The State shall furnish, at the request of the Minister, such information in relation to the design and construction of the works as he may require.

(2.) The State shall not be entitled to financial assistance under this agreement, except by way of advances under clause 5, in relation to expenditure on any work comprising a part of the works, whether incurred before or after the date of this agreement, unless the design of the work has been approved by the Minister as being in accordance with the purposes of this agreement.

Execution of the Works.

13. The State shall ensure that the works are constructed in accordance with such designs as are approved by the Minister and are carried out efficiently and in conformity with sound engineering and financial practices.

Variation of Schedule.

14. To the extent that it is necessary for or more conducive to the efficient fulfilment of the objective of providing railway works to facilitate the transport of timber for the said woodchips industry, the Schedule to this agreement may be varied in such manner and to such extent as the State proposes and the Minister approves.

Extra Work.

15. The State may, at its own expense, carry out such other work in conjunction with the works or carry out the works at such standards in excess of the appropriate standards established under this agreement as the State considers necessary or desirable.

Contracts.

16.—(1.) Except where it is established to the satisfaction of the Minister that it is undesirable to do so, the State shall invite public tenders and let contracts for the carrying out of the works.

(2.) The State shall not let contracts for the performance of any part of the works to a value in excess of Two hundred and fifty thousand dollars (\$250,000) for any one contract without obtaining the prior approval of the Minister.

THE SCHEDULE—*continued*

17. The State shall permit persons authorized by the Minister at all reasonable times to inspect the works and to have access to, and all reasonable facilities to take copies of or extracts from, the plans, drawings, accounts, records and other documents relating to the works. **Inspection.**

18. The State shall prepare and submit to the Treasurer not later than the thirtieth day of April in each year, or by such other date or dates as the Treasurer may from time to time specify, statements showing the amounts, if any, that the State estimates it will request the Commonwealth to provide for the State under this agreement during the next succeeding financial year. **Estimates.**

19. The State shall—

(a) keep full accounts and records of all financial transactions, work done, and plant, stores, materials and equipment used or disposed of, in connexion with the carrying out of the works; and

(b) furnish to the Treasurer, as soon as possible after the completion of each financial year in which there is expenditure on the works, financial statements showing expenditure on the works up to the preceding thirtieth day of June, the latest estimate of the complete cost of the works, and the estimated amounts of annual expenditure necessary to complete the works. **Financial Statements.**

20.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the carrying out of the works shall be subject to audit by the Auditor-General of the State. **Audit.**

(2.) Until such time as the total amount of the financial assistance to be provided to the State under this agreement has been provided by the Commonwealth and supporting evidence to the satisfaction of the Treasurer in relation to all amounts paid or advanced is furnished by the State, a report on the audits and on the financial statements in respect of each financial year shall be furnished by the Auditor-General of the State to the Treasurer as soon as possible after the completion of the financial year, indicating, *inter alia*—

(a) whether the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and

(b) whether the expenditure of moneys is in accordance with this agreement, and including reference to such other matters arising out of the audits and financial statements as the Auditor-General of the State considers should be reported to the Treasurer.

21. Any notice, request or other communication given or made to the State for the purposes of this agreement on behalf of the Commonwealth or by a Commonwealth Minister shall be a sufficient notice if it is in writing signed by the appropriate Commonwealth Minister or a person authorized in writing by him, and any notice, application, request or other communication given or made to the Commonwealth or a Commonwealth Minister for the purposes of this agreement on behalf of the State shall be a sufficient notice if it is in writing signed by the appropriate State Minister or any person thereunto authorized in writing by him. **Notices.**

THE SCHEDULE

The Works

Part I: The Railway Works

The railway works shall consist of—

1. A new 3 feet 6 inch gauge railway along the route set out in Part III.
2. A new railway bridge across the North Esk River in the vicinity of Launceston.
3. Railway marshalling lines adjacent to the proposed Dowling Street Freight Yard south of the North Esk River, near Launceston.
4. Up-grading where necessary of the existing railway between Launceston and the junction of the Bell Bay line with the North Eastern Line approximately 8 miles from Launceston.

THE SCHEDULE—*continued*

Part II: Description of the Works

The railway works shall comprise the construction and carrying out of the new railway and other railway works set out in Part I, including, where appropriate—

- (1) surveys and soil investigations as necessary;
- (2) engineering design and planning;
- (3) provision of bridges, culverts and any other structures for the carriage of the railway over or under waterways, etc., and construction of drainage works as required;
- (4) construction of grade separations on major roads and level crossings on minor roads and tracks;
- (5) construction of all necessary passing loops, sidings and other yard facilities;
- (6) provision of necessary communication and signalling facilities;
- (7) replacing rail, sleepers and fastenings, easing curves and gradients (by deviation where necessary) and provision of additional ballast.

Part III: Route of the New Railway

The railway will commence at a suitable point on the existing railway between Launceston and Herrick, known as the North Eastern Line, approximately 8 miles from Launceston.

The railway will proceed in a generally northerly direction for approximately 17 miles and extend by a spur line to the site of the proposed woodchip works near William Creek. From the junction with the spur line it will continue in a generally northerly direction for approximately 6 miles, and will then proceed in a generally westerly direction for approximately 4 miles, ending at the Bell Bay Wharf.

IN WITNESS WHEREOF this agreement has been executed by the parties as at the day and the year first above written.

SIGNED on behalf of THE COMMONWEALTH OF AUSTRALIA
by THE RIGHT HONOURABLE WILLIAM MCMAHON, Prime
Minister of the Commonwealth, in the presence of—
G. R. FELL

WILLIAM MCMAHON

SIGNED on behalf of THE STATE OF TASMANIA by THE
HONOURABLE WALTER ANGUS BETHUNE, Premier of the
State of Tasmania, in the presence of—
K. J. BINNS

W. A. BETHUNE