

Weipa Development Agreement

No. 123 of 1965

An Act relating to an Agreement between the Commonwealth and the State of Queensland with respect to Developmental Works at Weipa.

[Assented to 18 December, 1965]

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

1. This Act may be cited as the *Weipa Development Agreement Act 1965*. Short title.

2. This Act shall come into operation on the day on which it receives the Royal Assent. Commencement.

3. The agreement a copy of which is set out in the Schedule to this Act is approved. Approval of agreement.

4. The payments (including advances) by the Commonwealth to the State of Queensland provided for in the agreement referred to in the last preceding section may be made, by way of financial assistance, to that State on the terms and conditions contained in that agreement, out of the Consolidated Revenue Fund, which is appropriated accordingly. Financial assistance.

THE SCHEDULE

Section 3.

AN AGREEMENT made the sixth day of December, One thousand nine hundred and sixty-five Between THE COMMONWEALTH OF AUSTRALIA (in this agreement called " the Commonwealth ") of the one part and THE STATE OF QUEENSLAND (in this agreement called " the State ") of the other part.

WHEREAS—

- (a) it is desirable in the interests of the State of Queensland and of the Commonwealth of Australia generally that works be carried out at Weipa to assist in the development of the northern part of that State;
- (b) the State proposes, subject to the provision to the State of financial assistance from the Commonwealth, to carry out by the thirtieth day of June, 1967, the works referred to in this agreement;
- (c) the Commonwealth and the State have agreed that the financial assistance from the Commonwealth that would enable the works to be carried out consists of an amount not exceeding £1,635,000 which will be repayable as provided in this agreement; and
- (d) the Parliament of the Commonwealth is to be asked to grant that financial assistance to the State under section 96 of the Constitution of the Commonwealth of Australia upon and subject to the conditions set out in this agreement:

NOW IT IS HEREBY AGREED as follows:—

Definitions.

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

- " financial year " means a period of twelve months ending on the thirtieth day of June;
- " Schedule " means Schedule to this agreement;
- " the State Treasurer " means the Treasurer of the State and includes such other Minister of the Crown as is for the time being acting for and on behalf of the Treasurer of the State;
- " the Treasurer " means the Treasurer of the Commonwealth and includes such other Minister of State of the Commonwealth or member of the Federal Executive Council as is for the time being acting for and on behalf of the Treasurer;
- " the works " means the works at Weipa described in the Schedule or, if the Schedule is varied in accordance with clause 10 of this agreement, the works described in the Schedule as from time to time so varied.

Approval of Agreement.

2. The Government of the Commonwealth will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement and providing under section 96 of the Constitution of the Commonwealth of Australia for a grant of financial assistance to the State on the terms and conditions contained in this agreement.

Commencement of Agreement.

3. Except as hereinbefore provided, this agreement shall have no force or effect and shall not be binding on the parties unless and until the legislation of the Parliament of the Commonwealth referred to in the last preceding clause is passed, whereupon it shall commence and come into full force and effect.

Financial Assistance.

4.—(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 towards meeting expenditure on the works consisting of amounts which do not exceed in the aggregate One million six hundred and thirty-five thousand pounds (£1,635,000).

(2.) For the purposes of this agreement expenditure on the works means expenditure incurred by the State after the thirtieth day of June, 1965, on or in connexion with the works and includes planning and administrative expenses directly related 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.

Payments by Commonwealth.

5.—(1.) 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 in pursuance of the last preceding clause of amounts equal to expenditure on the works.

THE SCHEDULE—*continued*

(2.) The State will furnish to the Treasurer such documents and other evidence in support of each request by the State for a payment to it by the Commonwealth under sub-clause (1.) of this clause as the Treasurer may from time to time reasonably request, whether the request by the Treasurer is made before or after the Commonwealth has made a payment pursuant to the request by the State.

(3.) Any statement of expenditure by the State forwarded to the Commonwealth in connexion with a request for payment in accordance with sub-clause (1.) of this clause shall be certified as to its correctness by the Auditor-General for the State.

6.—(1.) The Treasurer may, at such times as he thinks fit, make advances of such amounts as he thinks fit to the State on account of an amount that may become payable to the State under clause 5 of this agreement. Advances.

(2.) An amount or part of an amount advanced by the Treasurer under this clause may be deducted by the Commonwealth from amounts to be paid subsequently under sub-clause (1.) of clause 5 of this agreement, or, if there are no further amounts to be paid under that sub-clause, shall be refunded by the State to the Treasurer at his request.

7. The State shall ensure that an amount, or any part of an amount, paid to the State under this agreement is not used or applied except for the purpose of meeting or of reimbursing the State for expenditure on the works. Use of
Payments and
Advances.

8.—(1.) Interest at the rate provided in this clause shall accrue in respect of each payment or advance made to the State under clause 5 or clause 6 of this agreement calculated from the date on which the payment or advance was made on so much of the payment or advance as for the time being has not been repaid by the State under the next succeeding clause or, in the case of an advance, refunded to the Commonwealth under clause 6 of this agreement. Interest.

(2.) The amount of the interest that has accrued under this clause, including interest that has accrued under this sub-clause, shall be calculated as at the fifteenth day of January, 1966, the fifteenth day of July, 1966, and the fifteenth day of January, 1967, and each amount so calculated shall be regarded for the purposes of this clause and the next succeeding clause, but not for other purposes of this agreement, as if it were a payment of that amount that was made to the State by the Commonwealth under this agreement on the date at which it was calculated and accordingly interest at the rate provided in this clause shall accrue in respect of the amount from that date.

(3.) Interest that accrues under this clause, including interest in respect of the amounts calculated as provided in the last preceding sub-clause, after the fifteenth day of January, 1967, shall be payable by the State as provided in the next succeeding clause.

(4.) The rate at which interest accrues under this clause shall be the rate that is equivalent to the rate of yield to maturity of the long term loan last raised by the Commonwealth in Australia for public subscription prior to the date on which the relevant payment or advance was made or, in the case of an amount calculated as provided in sub-clause (2.) of this clause, is to be regarded as having been made.

(5.) For the purposes of this clause the expression "the rate of yield to maturity" means the rate per annum, as determined by the Treasurer to the nearest penny (or, upon the coming into operation of Part II of the Currency Act 1965, to the nearest cent) in accordance with sound actuarial practice, that the yield from the interest payable by the Commonwealth in respect of the relevant loan represents having regard to the issue price and the period of maturity of the loan.

9.—(1.) Subject to the provisions of this clause, the State shall repay to the Commonwealth the total amount of the payments made to the State under clause 5 of this agreement, including the amounts calculated as provided in sub-clause (2.) of the last preceding clause, and of the advances made to the State and not refunded under clause 6 of this agreement, together with the interest referred to in sub-clause (3.) of the last preceding clause, by sixty equal half-yearly payments, the first payment to be made on the fifteenth day of July, 1967, and subsequent payments to be made on each succeeding fifteenth day of January and fifteenth day of July. Repayments
by the State,
with Interest.

(2.) The amount of a half-yearly payment by the State provided for by the last preceding sub-clause shall not be reduced except by virtue of the succeeding provisions of this clause.

THE SCHEDULE—*continued*

(3.) In addition to making payments in accordance with sub-clause (1.) of this clause, the State may on the fifteenth day of January or on the fifteenth day of July in any year, after having given to the Treasurer notice in writing of at least one month of its intention to do so, pay to the Commonwealth an amount of Fifty thousand pounds (£50,000) or a multiple thereof.

(4.) Interest at the rate provided in the next succeeding sub-clause shall accrue on amounts paid by the State in accordance with the last preceding sub-clause, calculated from the date of payment and compounded with half-yearly rests on each fifteenth day of January and fifteenth day of July.

(5.) The rate at which interest accrues under the last preceding sub-clause in respect of an amount paid by the State shall be the rate that is equivalent to the rate of yield to maturity of the long term loan last raised by the Commonwealth in Australia for public subscription prior to the date on which the amount was paid by the State and for this purpose the expression "the rate of yield to maturity" shall have the meaning attributed to it by sub-clause (5.) of the last preceding clause.

(6.) When on any fifteenth day of January or fifteenth day of July the payment due by the State under sub-clause (1.) of this clause exceeds the amount by which the unrepaid balance of the total amount repayable under that sub-clause together with interest accrued on that total amount up to and including that date exceeds the total of the amounts paid by the State to the Commonwealth in accordance with sub-clause (3.) of this clause together with interest accrued on those amounts up to and including that date under sub-clause (4.) and (5.) of this clause, the State shall pay to the Commonwealth the amount of the second-mentioned excess in lieu of the amount of the payment due under sub-clause (1.) of this clause, and no further payments shall be required to be made by the State to the Commonwealth under this clause.

Execution of Works.

10.—(1.) The State shall ensure that the works are carried out efficiently and in conformity with sound engineering and financial practices.

(2.) To the extent that it is necessary for the more efficient fulfilment of the objectives of this agreement, the Schedule may be varied in such manner and to such extent as the State proposes and the Treasurer approves.

Annual Estimates.

11. The State shall prepare and furnish to the Treasurer not later than the thirtieth day of April in each year a statement or statements showing the estimated expenditure on the works during the next succeeding financial year and estimates of the amounts that the State will request the Commonwealth to pay to that State under this agreement during that financial year.

Supply of Information.

12. The State shall from time to time at the request of the Treasurer furnish to him such information as he may reasonably require for the purposes of or in relation to this agreement.

Audit.

13.—(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.

(2.) Until such time as the works are completed, all amounts to be paid by the Commonwealth under this agreement are paid, and supporting evidence to the satisfaction of the Treasurer in relation to all amounts paid 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 the 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.

Notices, etc.

14. Any notice, request or other communication to be given or made under this agreement by the Commonwealth or the Treasurer to the State shall be deemed sufficiently given or made if it is in writing signed by the Treasurer or by any person thereunto authorized in writing by him, and any notice, application, request or other communication to be given or made by the State to the Commonwealth or the Treasurer shall be deemed sufficiently given or made if it is in writing signed by the State Treasurer or any person thereunto authorized in writing by him.

THE SCHEDULE—*continued*

THE SCHEDULE

THE WORKS

Clauses 1 and 10.

1. Channel Deepening.

The deepening of the existing access channel from the sea to the wharves on the Embley River at Weipa, the dredging of easements in the vicinity of Gonbung Point, and the provision of a swinging basin, all to a depth of 33 feet L.W.O.S.T., and the provision of a deep water berth at Lorim Point to a depth of 37 feet L.W.O.S.T.. The deepening of the existing access channel shall include its extension as requisite as a result of the deepening.

2. Export Wharf.

The construction at Lorim Point of a wharf suitable for the loading of bauxite into bulk carriers.

3. Import Wharf.

The making of improvements and construction of additions to the existing wharf at Evans' Landing to provide for the handling of cargo by general cargo vessels and the improvement of the berth alongside that wharf.

4. Miscellaneous Harbour Equipment.

The provision of plant, machinery, equipment and goods requisite for the maintenance, operation and good conduct of Weipa Harbour, including the above described works. The equipment shall include wave recorder and sampling equipment.

5. General.

The carrying out, as appropriate, of site preparation for the above facilities and of works ancillary to or necessary for the proper enjoyment, use and operation of the facilities shall be included within the respective categories of the works.

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

SIGNED for and on behalf of THE COMMON-
WEALTH OF AUSTRALIA by the Right
Honourable SIR ROBERT GORDON
MENZIES, the Prime Minister of the Common-
wealth in the presence of—

ROBERT MENZIES

F. W. JENNINGS

SIGNED for and on behalf of THE STATE OF
QUEENSLAND by the Honourable GEORGE
FRANCIS REUBEN NICKLIN, the Premier
and Chief Secretary of the State, in the presence
of—

FRANK NICKLIN

K. C. LIVERMORE
