

This PUBLIC BILL originated in the LEGISLATIVE ASSEMBLY, and, having this day passed, is now ready for presentation to the LEGISLATIVE COUNCIL for its concurrence

ALLAN PICKERING,
Clerk of the Legislative Assembly.

*Legislative Assembly Chamber,
Sydney, 22 November, 1961.*

New South Wales



ANNO DECIMO

ELIZABETHÆ II REGINÆ

Act No. , 1961.

An Act to approve an Agreement between the Commonwealth of Australia and the State of New South Wales in relation to certain Coal Loading Works at the ports of Newcastle, Port Kembla and Sydney; and for purposes connected therewith.

BE it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows :—

1. This Act may be cited as the "Coal Loading Works Short title.
(Ports of Newcastle, Port Kembla and Sydney) Agreement
Act, 1961".

2.

Coal Loading Works (Ports of Newcastle, Port Kembla and Sydney) Agreement.

2. (1) The Agreement, a copy of which is set out in the Schedule to this Act, is hereby approved and may be carried into effect notwithstanding the provisions of any other Act.

Approval of Agreement.

5 (2) All matters and things by the Agreement agreed to be done by or on behalf of the State of New South Wales are hereby sanctioned and authorised.

3. All claims and demands which may be made by the Commonwealth against the State of New South Wales under the Agreement shall form a charge against the Consolidated Revenue Fund, and the Maritime Services Board of New South Wales and the Commissioner for Railways shall indemnify the Consolidated Revenue Fund in respect of such claims and demands in the manner, to the extent and in 15 the proportions determined by the Treasurer.

Indemnity in respect of certain payments by the State.

THE SCHEDULE.

Sec. 2.

AN AGREEMENT made the Eighteenth day of October, 1961 BETWEEN THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the one part and THE 20 STATE OF NEW SOUTH WALES (in this agreement called "the State") of the other part:

WHEREAS—

- 25 (a) it is desirable in the interests of the State of New South Wales and of the Commonwealth of Australia generally that the facilities for the export of coal through the ports of Newcastle, Port Kembla and Balmain should be improved as expeditiously as possible;
- 30 (b) for that purpose the State intends to carry out the works referred to in this agreement as the harbour works and has undertaken that, subject to the provision to the State of the financial assistance hereinafter provided for, those works will be carried out as expeditiously as practicable and that the funds necessary for their completion will be provided as required;

(c)

Coal Loading Works (Ports of Newcastle, Port Kembla and Sydney) Agreement.

- (c) the Commonwealth has proposed that for the purposes here-
inbefore mentioned financial assistance will be granted to
the State, subject to its compliance with the provisions of
this agreement, consisting of—
- 5 (i) an amount not exceeding One million pounds to
be made available from the Coal Industry Fund
of the Joint Coal Board constituted under the Coal
Industry Act 1946-1958 of the Commonwealth and
the Coal Industry Act 1946-1960 of the State; and
- 10 (ii) an amount not exceeding One million six hundred
and fifty thousand pounds to be made available
by the Commonwealth in accordance with and
subject to the provisions of this agreement,
- 15 to be applied towards meeting expenditure by the State in
carrying out the works referred to in this agreement as
the coal loading works;
- (d) subject to the provisions of this agreement, the proposed
financial assistance is to be made available progressively
in amounts equivalent to one half of the cost of the coal
loading works from time to time;
- 20 (e) the financial assistance is proposed to be provided as to
100/265th parts by payments from the Coal Industry Fund
of the Joint Coal Board and as to 165/265th parts by
payments by the Commonwealth to the State in accordance
with and subject to the provisions of this agreement;
- 25 (f) arrangements have been made, subject to the coming into
force of this agreement, for that part of the financial assis-
tance which is to be made available from the Coal Industry
Fund of the Joint Coal Board as aforesaid to be so
provided; and
- 30 (g) the Parliament of the Commonwealth is to be asked to
grant to the State under section 96 of the Constitution of
the Commonwealth of Australia that part of the financial
assistance which is proposed to be made available by
payments by the Commonwealth to the State under this
35 agreement:

NOW IT IS HEREBY AGREED as follows:—

1. In this agreement, unless the contrary intention appears— Definitions.
- 40 “financial year” means a period of twelve calendar months
ending on the thirtieth day of June;
- “port”

Coal Loading Works (Ports of Newcastle, Port Kembla and Sydney) Agreement.

"port" means one of the ports of Newcastle, Port Kembla and Balmain at which the harbour works are to be carried out and in the plural means such of those ports as the case requires ;

5 "the coal loading works" means the whole or any part, as the context requires, of such of the harbour works as are referred to in Part II of the Schedule to this agreement ;

10 "the cost of the coal loading works" means the amount expended by the State on or in connexion with the carrying out of the coal loading works and includes planning and administrative expenses directly relating to the carrying out of those works ;

"the harbour works" means the works described in Part I of the Schedule to this agreement ;

15 "the State Minister" means the Minister of the State for the time being administering the Act of the Parliament of the State by which this agreement is approved and includes a Minister or other member of the Executive Council of the State for the time being acting for and on behalf of that Minister ; and

20 "the Treasurer" means the Treasurer of the Commonwealth and includes a Minister or other member of the Federal Executive Council for the time being acting for and on behalf of the Treasurer.

25 2. This agreement shall have no force or effect and shall not be Approval of binding upon either party until it is approved by the Parliaments Agreement. of the Commonwealth and of the State.

30 3. This agreement shall commence and come into full force and Commence- effect when it is approved by the Parliaments of the Commonwealth ment of and of the State. Agreement.

35 4.—(1.) Subject to compliance by the State with the provisions Advances. of this agreement, the Commonwealth will in accordance with and subject to the provisions of this agreement advance to the State towards meeting the cost of the coal loading works amounts not exceeding in the aggregate One million six hundred and fifty thousand pounds (£1,650,000).

(2.) Notwithstanding the provisions of sub-clause (1.) of this clause, the total of the amounts to be advanced by the Commonwealth under this clause and the amounts to be made available as aforesaid from

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

from the Coal Industry Fund of the Joint Coal Board in respect of the coal loading works at each port shall not exceed the following respective sums—

						£
5	Newcastle	..	..	..	..	1,500,000
	Port Kembla	..	..	..	..	1,070,000
	Balmain	..	..	..	..	80,000.

5.—(1.) The State may from time to time apply to the Treasurer State
for an amount to be advanced to it by the Commonwealth under entitled
15 this agreement in respect of the cost of the coal loading works at to receive
one or more of the ports. advances.

(2.) Subject to the provisions of this agreement, the State shall
be entitled to be advanced by the Commonwealth an amount equi-
valent to one hundred and sixty-five five hundred and thirtieth parts
15 (165/530ths) of the cost of the coal loading works at the port or
ports in respect of which the application is made.

(3.) If the State at any time requests the Commonwealth to
make an advance to the State for the purpose of meeting a proportion
of anticipated expenditure on or in connexion with the coal loading
20 works, the Commonwealth may advance to the State for that purpose
such amount, if any, as the Treasurer approves.

(4.) An amount advanced by the Commonwealth under the
last preceding sub-clause may be deducted by the Commonwealth
from an amount to be advanced subsequently under sub-clause (2.)
25 of this clause in respect of the cost of the coal loading works at
the port or ports for which the amount was advanced.

(5.) The State shall furnish to the Treasurer such documents
and other evidence in support of each application by the State for
an amount to be advanced to it by the Commonwealth as the
30 Treasurer may from time to time reasonably request, whether before
or after the Commonwealth has made an advance pursuant to the
application.

6. The State shall not use or apply an amount, or any part of Use of
an amount, advanced to it under this agreement except for the Advances.
35 purpose of meeting the cost of the coal loading works at the port
in respect of which the amount or the part of the amount was
advanced by the Commonwealth.

7.—(1.) The State shall pay to the Commonwealth interest at the Interest.
rate of five and three eighths per centum per annum on the amounts
40 advanced by the Commonwealth under clause 5 of this agreement.

(2.)

Coal Loading Works (Ports of Newcastle, Port Kembla and Sydney) Agreement.

(2.) Interest under this clause shall be calculated from the date each amount is advanced by the Commonwealth and shall accrue on so much of the amount advanced as is from time to time not repaid by the State to the Commonwealth under the next succeeding clause.

(3.) The State shall pay the interest for the time being accrued under this clause on the same respective dates as those on which repayments of the amount on which the interest has accrued are payable by the State under the next succeeding clause.

10 8.—(1.) Subject to the provisions of this clause, the State shall repay to the Commonwealth each amount advanced by the Commonwealth to the State under clause 5 of this agreement by twenty equal semi-annual payments, the first payment to be made on the expiry of six calendar months from the date on which the amount was advanced and subsequent payments at intervals of six calendar months thereafter until the final payment has been made.

(2.) The Treasurer and the State Minister may at any time arrange for any amounts advanced to the State by the Commonwealth under this agreement and not repaid by the State to be consolidated and repayment of, and payment of interest on, those amounts shall thereafter be made by the State to the Commonwealth in accordance with the arrangement in lieu of the dates ascertained in accordance with sub-clause (1.) of this clause.

(3.) The State may at any time after giving to the Treasurer at least one month's notice of its intention so to do, repay to the Commonwealth the whole of the unrepaid balance of an amount advanced by the Commonwealth to the State under this agreement together with interest accrued to the date of repayment by the State.

9. Subject to the provision to the State of the amounts to be advanced to it by the Commonwealth under this agreement and of the amounts to be made available from time to time from the Coal Industry Fund of the Joint Coal Board, the State shall carry out, or cause to be carried out, efficiently and in conformity with its standard engineering and financial practices, the coal loading works with a view to their completion as part of the harbour works at the earliest practicable date.

10. To the extent that it is necessary for the more efficient fulfilment of the objectives of this agreement, the Schedule to this agreement may be varied in such manner and to such extent as the Treasurer and the State Minister agree and all references in this agreement to the Schedule shall be deemed to be to the Schedule as varied in accordance with this clause.

Coal Loading Works (Ports of Newcastle, Port Kembla and Sydney) Agreement.

11. The State shall prepare and furnish to the Treasurer not later Annual than the thirtieth day of April in each year a statement or statements estimates showing the estimated expenditure by the State on the coal loading works during the next succeeding financial year and estimates of 5 the amounts which the State will require or request the Commonwealth to advance under this agreement during that financial year.
12. The State shall from time to time at the request of the Supply of Treasurer furnish to him such information as he may reasonably information. require for the purpose of or in relation to this agreement.
- 10 13.—(1.) The accounts, books, vouchers, documents and other Audit. records of the State relating to the coal loading works shall be subject to audit by the Auditor-General of the State.
- (2.) Until such time as all amounts to be advanced by the Commonwealth under this agreement have been advanced and sup- 15 porting evidence to the satisfaction of the Treasurer in relation to all amounts advanced furnished by the State, a report on the audit and on the financial statements shall be furnished by the Auditor-General of the State to the Treasurer once in each year indicating, inter alia—
- 20 (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,
- 25 and including reference to such other matters arising out of the audit and financial statements as the Auditor-General of the State considers should be reported to the Treasurer.
14. Any notice, request or other communication to be given or Notices, made under this agreement by the Commonwealth or the Treasurer etc. 30 to the State or the State Minister shall be deemed sufficiently given or made if it is in writing signed by the Treasurer or any person thereunto authorized in writing by him and any notice, application or other communication to be given or made by the State or the State Minister to the Commonwealth or the Treasurer shall be 35 deemed sufficiently given or made if it is in writing signed by the State Minister or any person thereunto authorized in writing by him.

THE

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

THE SCHEDULE.

PART I.—THE HARBOUR WORKS.

Works at the ports of Newcastle, Port Kembla and Balmain for the purpose of facilitating the overseas export of coal from these 5 three ports, estimated (in May 1961) to cost in all approximately £10,660,000, and consisting of the following:

		Cost as estimated May, 1961.
10	1. At Newcastle:	
		£m.
	(a) The provision of new coal loading plant and ancillary works, including wharfage, rail, road and storage facilities, capable of loading coal onto a ship at a rate of at least 1,500 tons per hour ..	3.00
15	(b) The deepening of the harbour entrance and (where necessary) of the harbour, so as to provide a depth of at least 36 feet of water to the coal loading plant	5.00
20	2. At Port Kembla:	
	(a) The provision of new coal loading plant and ancillary works, including wharfage, rail, road and storage facilities, capable of loading coal onto a ship at a rate of at least 1,500 tons per hour ..	2.14
25	(b) Dredging, so as to provide a depth of at least 36 feet of water to the coal loading plant ..	0.36
	3. At Balmain:	
30	The improving of coal loading plant and ancillary works, including rail and storage facilities, so that the same will be capable of loading coal onto a ship at a rate of 1,000 tons per hour. ..	0.16

PART II.—THE COAL LOADING WORKS.

The works at the ports of Newcastle, Port Kembla and Balmain referred to in paragraphs 1(a), 2(a) and 3 of Part I of this 35 Schedule.

IN

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

IN WITNESS WHEREOF the Prime Minister of the Commonwealth of Australia and the Premier of the State of New South Wales have signed this agreement for and on behalf of the Commonwealth and the State respectively.

5	SIGNED by the Prime Minister of the Commonwealth of Australia for and on behalf of the Common- wealth in the presence of—	}	ROBERT MENZIES
10	W. H. SPOONER		
SIGNED by the Premier of the State of New South Wales for and on behalf of the State in the 15 presence of—		}	R. J. HEFFRON
G. M. GRAY			

[1s.]

Sydney: V. C. N. Blight, Government Printer—1961

(The Licensing of the Port of New South Wales and (2) the Agreement)

IN WITNESS WHEREOF, the Prime Minister of the Commonwealth of Australia and the Minister of the State of New South Wales have signed this agreement for and on behalf of the Commonwealth and the State respectively.

SIGNED by the Prime Minister of the Commonwealth of Australia and in behalf of the Commonwealth in the presence of—

ROBERT MENZIES

10 W. H. SPONNER

SIGNED by the Premier of the State of New South Wales for and on behalf of the State in the presence of—

A. J. HETTRON

G. M. GRAY

No. , 1961.

A BILL

To approve an Agreement between the Commonwealth of Australia and the State of New South Wales in relation to certain Coal Loading Works at the ports of Newcastle, Port Kembla and Sydney; and for purposes connected therewith.

[MR. SIMPSON;—16 November, 1961.]

BE it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows :—

1. This Act may be cited as the "Coal Loading Works Short title.
(Ports of Newcastle, Port Kembla and Sydney) Agreement
Act, 1961".

2.

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

2. (1) The Agreement, a copy of which is set out in the Schedule to this Act, is hereby approved and may be carried into effect notwithstanding the provisions of any other Act. Approval of Agreement.

5 (2) All matters and things by the Agreement agreed to be done by or on behalf of the State of New South Wales are hereby sanctioned and authorised.

3. All claims and demands which may be made by the Commonwealth against the State of New South Wales under the Agreement shall form a charge against the Consolidated Revenue Fund, and the Maritime Services Board of New South Wales and the Commissioner for Railways shall indemnify the Consolidated Revenue Fund in respect of such claims and demands in the manner, to the extent and in 15 the proportions determined by the Treasurer. Indemnity in respect of certain payments by the State.

THE SCHEDULE.

Sec. 2.

AN AGREEMENT made the Eighteenth day of October, 1961 BETWEEN THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the one part and THE 20 STATE OF NEW SOUTH WALES (in this agreement called "the State") of the other part:

WHEREAS—

- 25 (a) it is desirable in the interests of the State of New South Wales and of the Commonwealth of Australia generally that the facilities for the export of coal through the ports of Newcastle, Port Kembla and Balmain should be improved as expeditiously as possible ;
- 30 (b) for that purpose the State intends to carry out the works referred to in this agreement as the harbour works and has undertaken that, subject to the provision to the State of the financial assistance hereinafter provided for, those works will be carried out as expeditiously as practicable and that the funds necessary for their completion will be provided as required ;

(c)

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

- (c) the Commonwealth has proposed that for the purposes here-
inbefore mentioned financial assistance will be granted to
the State, subject to its compliance with the provisions of
this agreement, consisting of—
- 5 (i) an amount not exceeding One million pounds to
be made available from the Coal Industry Fund
of the Joint Coal Board constituted under the Coal
Industry Act 1946-1958 of the Commonwealth and
the Coal Industry Act 1946-1960 of the State; and
- 10 (ii) an amount not exceeding One million six hundred
and fifty thousand pounds to be made available
by the Commonwealth in accordance with and
subject to the provisions of this agreement,
- 15 to be applied towards meeting expenditure by the State in
carrying out the works referred to in this agreement as
the coal loading works;
- (d) subject to the provisions of this agreement, the proposed
financial assistance is to be made available progressively
in amounts equivalent to one half of the cost of the coal
loading works from time to time;
- 20 (e) the financial assistance is proposed to be provided as to
100/265th parts by payments from the Coal Industry Fund
of the Joint Coal Board and as to 165/265th parts by
payments by the Commonwealth to the State in accordance
with and subject to the provisions of this agreement;
- 25 (f) arrangements have been made, subject to the coming into
force of this agreement, for that part of the financial assis-
tance which is to be made available from the Coal Industry
Fund of the Joint Coal Board as aforesaid to be so
provided; and
- 30 (g) the Parliament of the Commonwealth is to be asked to
grant to the State under section 96 of the Constitution of
the Commonwealth of Australia that part of the financial
assistance which is proposed to be made available by
payments by the Commonwealth to the State under this
agreement;
- 35

NOW IT IS HEREBY AGREED as follows:—

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

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

“port”

Coal Loading Works (Ports of Newcastle, Port Kembla and Sydney) Agreement.

- "port" means one of the ports of Newcastle, Port Kembla and Balmain at which the harbour works are to be carried out and in the plural means such of those ports as the case requires ;
- 5 "the coal loading works" means the whole or any part, as the context requires, of such of the harbour works as are referred to in Part II of the Schedule to this agreement ;
- 10 "the cost of the coal loading works" means the amount expended by the State on or in connexion with the carrying out of the coal loading works and includes planning and administrative expenses directly relating to the carrying out of those works ;
- "the harbour works" means the works described in Part I of the Schedule to this agreement ;
- 15 "the State Minister" means the Minister of the State for the time being administering the Act of the Parliament of the State by which this agreement is approved and includes a Minister or other member of the Executive Council of the State for the time being acting for and on behalf of
- 20 that Minister ; and
- "the Treasurer" means the Treasurer of the Commonwealth and includes a Minister or other member of the Federal Executive Council for the time being acting for and on behalf of the Treasurer.
- 25 2. This agreement shall have no force or effect and shall not be Approval of binding upon either party until it is approved by the Parliaments Agreement. of the Commonwealth and of the State.
3. This agreement shall commence and come into full force and Commence- effect when it is approved by the Parliaments of the Commonwealth ment of Agreement.
- 30 and of the State.
- 4.—(1.) Subject to compliance by the State with the provisions Advances. of this agreement, the Commonwealth will in accordance with and subject to the provisions of this agreement advance to the State towards meeting the cost of the coal loading works amounts not
- 35 exceeding in the aggregate One million six hundred and fifty thousand pounds (£1,650,000).
- (2.) Notwithstanding the provisions of sub-clause (1.) of this clause, the total of the amounts to be advanced by the Commonwealth under this clause and the amounts to be made available as aforesaid from

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

from the Coal Industry Fund of the Joint Coal Board in respect of the coal loading works at each port shall not exceed the following respective sums—

						£
5	Newcastle	..	..	..	..	1,500,000
	Port Kembla	..	..	..	..	1,070,000
	Balmain	..	..	..	..	80,000.

5.—(1.) The State may from time to time apply to the Treasurer State for an amount to be advanced to it by the Commonwealth under entitled to receive advances.
10 this agreement in respect of the cost of the coal loading works at one or more of the ports.

(2.) Subject to the provisions of this agreement, the State shall be entitled to be advanced by the Commonwealth an amount equivalent to one hundred and sixty-five five hundred and thirtieth parts
15 (165/530ths) of the cost of the coal loading works at the port or ports in respect of which the application is made.

(3.) If the State at any time requests the Commonwealth to make an advance to the State for the purpose of meeting a proportion of anticipated expenditure on or in connexion with the coal loading
20 works, the Commonwealth may advance to the State for that purpose such amount, if any, as the Treasurer approves.

(4.) An amount advanced by the Commonwealth under the last preceding sub-clause may be deducted by the Commonwealth from an amount to be advanced subsequently under sub-clause (2.)
25 of this clause in respect of the cost of the coal loading works at the port or ports for which the amount was advanced.

(5.) The State shall furnish to the Treasurer such documents and other evidence in support of each application by the State for an amount to be advanced to it by the Commonwealth as the
30 Treasurer may from time to time reasonably request, whether before or after the Commonwealth has made an advance pursuant to the application.

6. The State shall not use or apply an amount, or any part of Use of an amount, advanced to it under this agreement except for the Advances.
35 purpose of meeting the cost of the coal loading works at the port in respect of which the amount or the part of the amount was advanced by the Commonwealth.

7.—(1.) The State shall pay to the Commonwealth interest at the Interest. rate of five and three eighths per centum per annum on the amounts
40 advanced by the Commonwealth under clause 5 of this agreement.

(2.)

Coal Loading Works (Ports of Newcastle, Port Kembla and Sydney) Agreement.

(2.) Interest under this clause shall be calculated from the date each amount is advanced by the Commonwealth and shall accrue on so much of the amount advanced as is from time to time not repaid by the State to the Commonwealth under the next succeeding clause.

(3.) The State shall pay the interest for the time being accrued under this clause on the same respective dates as those on which repayments of the amount on which the interest has accrued are payable by the State under the next succeeding clause.

8.—(1.) Subject to the provisions of this clause, the State shall repay to the Commonwealth each amount advanced by the Commonwealth to the State under clause 5 of this agreement by twenty equal semi-annual payments, the first payment to be made on the expiry of six calendar months from the date on which the amount was advanced and subsequent payments at intervals of six calendar months thereafter until the final payment has been made.

(2.) The Treasurer and the State Minister may at any time arrange for any amounts advanced to the State by the Commonwealth under this agreement and not repaid by the State to be consolidated and repayment of, and payment of interest on, those amounts shall thereafter be made by the State to the Commonwealth in accordance with the arrangement in lieu of the dates ascertained in accordance with sub-clause (1.) of this clause.

(3.) The State may at any time after giving to the Treasurer at least one month's notice of its intention so to do, repay to the Commonwealth the whole of the unrepaid balance of an amount advanced by the Commonwealth to the State under this agreement together with interest accrued to the date of repayment by the State.

9. Subject to the provision to the State of the amounts to be advanced to it by the Commonwealth under this agreement and of the amounts to be made available from time to time from the Coal Industry Fund of the Joint Coal Board, the State shall carry out, or cause to be carried out, efficiently and in conformity with its standard engineering and financial practices, the coal loading works with a view to their completion as part of the harbour works at the earliest practicable date.

10. To the extent that it is necessary for the more efficient fulfilment of the objectives of this agreement, the Schedule to this agreement may be varied in such manner and to such extent as the Treasurer and the State Minister agree and all references in this agreement to the Schedule shall be deemed to be to the Schedule as varied in accordance with this clause.

Coal Loading Works (Ports of Newcastle, Port Kembla and Sydney) Agreement.

11. The State shall prepare and furnish to the Treasurer not later Annual
than the thirtieth day of April in each year a statement or statements estimates.
showing the estimated expenditure by the State on the coal loading
works during the next succeeding financial year and estimates of
5 the amounts which the State will require or request the Common-
wealth to advance under this agreement during that financial year.
12. The State shall from time to time at the request of the Supply of
Treasurer furnish to him such information as he may reasonably information.
require for the purpose of or in relation to this agreement.
- 10 13.—(1.) The accounts, books, vouchers, documents and other Audit.
records of the State relating to the coal loading works shall be
subject to audit by the Auditor-General of the State.
- (2.) Until such time as all amounts to be advanced by the
Commonwealth under this agreement have been advanced and sup-
15 porting evidence to the satisfaction of the Treasurer in relation to
all amounts advanced furnished by the State, a report on the audit
and on the financial statements shall be furnished by the Auditor-
General of the State to the Treasurer once in each year indicating,
inter alia—
- 20 (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,
- 25 and including reference to such other matters arising out of the
audit and financial statements as the Auditor-General of the State
considers should be reported to the Treasurer.
14. Any notice, request or other communication to be given or Notices,
made under this agreement by the Commonwealth or the Treasurer etc.
30 to the State or the State Minister shall be deemed sufficiently given
or made if it is in writing signed by the Treasurer or any person
thereunto authorized in writing by him and any notice, application
or other communication to be given or made by the State or the
State Minister to the Commonwealth or the Treasurer shall be
35 deemed sufficiently given or made if it is in writing signed by the
State Minister or any person thereunto authorized in writing by him.

THE

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

THE SCHEDULE.

PART I.—THE HARBOUR WORKS.

Works at the ports of Newcastle, Port Kembla and Balmain for the purpose of facilitating the overseas export of coal from these 5 three ports, estimated (in May 1961) to cost in all approximately £10,660,000, and consisting of the following:

		Cost as estimated May, 1961.
10	1. At Newcastle:	
		£m.
	(a) The provision of new coal loading plant and ancillary works, including wharfage, rail, road and storage facilities, capable of loading coal onto a ship at a rate of at least 1,500 tons per hour ..	3.00
15	(b) The deepening of the harbour entrance and (where necessary) of the harbour, so as to provide a depth of at least 36 feet of water to the coal loading plant	5.00
20	2. At Port Kembla:	
	(a) The provision of new coal loading plant and ancillary works, including wharfage, rail, road and storage facilities, capable of loading coal onto a ship at a rate of at least 1,500 tons per hour ..	2.14
25	(b) Dredging, so as to provide a depth of at least 36 feet of water to the coal loading plant ..	0.36
	3. At Balmain:	
30	The improving of coal loading plant and ancillary works, including rail and storage facilities, so that the same will be capable of loading coal onto a ship at a rate of 1,000 tons per hour. ..	0.16

PART II.—THE COAL LOADING WORKS.

The works at the ports of Newcastle, Port Kembla and Balmain referred to in paragraphs 1(a), 2(a) and 3 of Part I of this 35 Schedule.

IN

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

IN WITNESS WHEREOF the Prime Minister of the Commonwealth of Australia and the Premier of the State of New South Wales have signed this agreement for and on behalf of the Commonwealth and the State respectively.

5 SIGNED by the Prime Minister
of the Commonwealth of Australia
for and on behalf of the Common-
wealth in the presence of—

ROBERT MENZIES

10 W. H. SPOONER

SIGNED by the Premier of the
State of New South Wales for and
on behalf of the State in the
15 presence of—

R. J. HEFFRON

G. M. GRAY

[1s.]

Sydney: V. C. N. Blight, Government Printer—1961

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**COAL LOADING WORKS (PORTS OF NEWCASTLE, PORT
KEMBLA AND SYDNEY) AGREEMENT BILL, 1961.**

EXPLANATORY NOTE.

THE objects of this Bill are to approve an agreement between the Commonwealth and the State of New South Wales relating to the financing of works for the improvement of the facilities for the export of coal through the abovementioned ports and to enable such agreement to be carried into effect.

COAL LOADING WORKS (PORTS OF NEWCASTLE, PORT KENBULA AND SYDNEY) AGREEMENT BILL, 1961

EXPLANATORY NOTE.

The object of the Bill is to amend the Coal Loading Works (Ports of Newcastle, Port Kenbula and Sydney) Agreement Act, 1951, in order to give effect to the agreement made between the Australian Coal Industry and the Australian Coal Industry Union on 10th November 1960.

No. , 1961.

A BILL

To approve an Agreement between the Commonwealth of Australia and the State of New South Wales in relation to certain Coal Loading Works at the ports of Newcastle, Port Kembla and Sydney; and for purposes connected therewith.

[MR. SIMPSON;—16 November, 1961.]

BE it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows :—

1. This Act may be cited as the "Coal Loading Works Short title.
(Ports of Newcastle, Port Kembla and Sydney) Agreement
Act, 1961".

2.

Coal Loading Works (Ports of Newcastle, Port Kembla and Sydney) Agreement.

2. (1) The Agreement, a copy of which is set out in the Schedule to this Act, is hereby approved and may be carried into effect notwithstanding the provisions of any other Act. Approval of Agreement.

5 (2) All matters and things by the Agreement agreed to be done by or on behalf of the State of New South Wales are hereby sanctioned and authorised.

3. All claims and demands which may be made by the Commonwealth against the State of New South Wales under the Agreement shall form a charge against the Consolidated Revenue Fund, and the Maritime Services Board of New South Wales and the Commissioner for Railways shall indemnify the Consolidated Revenue Fund in respect of such claims and demands in the manner, to the extent and in the proportions determined by the Treasurer. Indemnity in respect of certain payments by the State.

THE SCHEDULE.

Sec. 2.

AN AGREEMENT made the Eighteenth day of October, 1961 BETWEEN THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the one part and THE STATE OF NEW SOUTH WALES (in this agreement called "the State") of the other part:

WHEREAS—

- 25 (a) it is desirable in the interests of the State of New South Wales and of the Commonwealth of Australia generally that the facilities for the export of coal through the ports of Newcastle, Port Kembla and Balmain should be improved as expeditiously as possible ;
- 30 (b) for that purpose the State intends to carry out the works referred to in this agreement as the harbour works and has undertaken that, subject to the provision to the State of the financial assistance hereinafter provided for, those works will be carried out as expeditiously as practicable and that the funds necessary for their completion will be provided as required ;

(c)

Coal Loading Works (Ports of Newcastle, Port Kembla and Sydney) Agreement.

- (c) the Commonwealth has proposed that for the purposes here-
inbefore mentioned financial assistance will be granted to
the State, subject to its compliance with the provisions of
this agreement, consisting of—
- 5 (i) an amount not exceeding One million pounds to
be made available from the Coal Industry Fund
of the Joint Coal Board constituted under the Coal
Industry Act 1946-1958 of the Commonwealth and
the Coal Industry Act 1946-1960 of the State; and
- 10 (ii) an amount not exceeding One million six hundred
and fifty thousand pounds to be made available
by the Commonwealth in accordance with and
subject to the provisions of this agreement,
- 15 to be applied towards meeting expenditure by the State in
carrying out the works referred to in this agreement as
the coal loading works;
- (d) subject to the provisions of this agreement, the proposed
financial assistance is to be made available progressively
in amounts equivalent to one half of the cost of the coal
loading works from time to time;
- 20 (e) the financial assistance is proposed to be provided as to
100/265th parts by payments from the Coal Industry Fund
of the Joint Coal Board and as to 165/265th parts by
payments by the Commonwealth to the State in accordance
with and subject to the provisions of this agreement;
- 25 (f) arrangements have been made, subject to the coming into
force of this agreement, for that part of the financial assis-
tance which is to be made available from the Coal Industry
Fund of the Joint Coal Board as aforesaid to be so
provided; and
- 30 (g) the Parliament of the Commonwealth is to be asked to
grant to the State under section 96 of the Constitution of
the Commonwealth of Australia that part of the financial
assistance which is proposed to be made available by
payments by the Commonwealth to the State under this
agreement:
- 35

NOW IT IS HEREBY AGREED as follows:—

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

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

“port”

Coal Loading Works (Ports of Newcastle, Port Kembla and Sydney) Agreement.

- "port" means one of the ports of Newcastle, Port Kembla and Balmain at which the harbour works are to be carried out and in the plural means such of those ports as the case requires ;
- 5 "the coal loading works" means the whole or any part, as the context requires, of such of the harbour works as are referred to in Part II of the Schedule to this agreement ;
- 10 "the cost of the coal loading works" means the amount expended by the State on or in connexion with the carrying out of the coal loading works and includes planning and administrative expenses directly relating to the carrying out of those works ;
- "the harbour works" means the works described in Part I of the Schedule to this agreement ;
- 15 "the State Minister" means the Minister of the State for the time being administering the Act of the Parliament of the State by which this agreement is approved and includes a Minister or other member of the Executive Council of the State for the time being acting for and on behalf of that Minister ; and
- 20 "the Treasurer" means the Treasurer of the Commonwealth and includes a Minister or other member of the Federal Executive Council for the time being acting for and on behalf of the Treasurer.
- 25 2. This agreement shall have no force or effect and shall not be Approval of binding upon either party until it is approved by the Parliaments Agreement. of the Commonwealth and of the State.
- 30 3. This agreement shall commence and come into full force and Commence- effect when it is approved by the Parliaments of the Commonwealth ment of Agreement. and of the State.
- 35 4.—(1.) Subject to compliance by the State with the provisions Advances. of this agreement, the Commonwealth will in accordance with and subject to the provisions of this agreement advance to the State towards meeting the cost of the coal loading works amounts not exceeding in the aggregate One million six hundred and fifty thousand pounds (£1,650,000).
- (2.) Notwithstanding the provisions of sub-clause (1.) of this clause, the total of the amounts to be advanced by the Commonwealth under this clause and the amounts to be made available as aforesaid from

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

from the Coal Industry Fund of the Joint Coal Board in respect of the coal loading works at each port shall not exceed the following respective sums—

						£
5	Newcastle	..	..	..	..	1,500,000
	Port Kembla	..	..	..	..	1,070,000
	Balmain	..	..	..	..	80,000.

5.—(1.) The State may from time to time apply to the Treasurer State for an amount to be advanced to it by the Commonwealth under entitled to receive advances.
10 this agreement in respect of the cost of the coal loading works at one or more of the ports.

(2.) Subject to the provisions of this agreement, the State shall be entitled to be advanced by the Commonwealth an amount equivalent to one hundred and sixty-five five hundred and thirtieth parts
15 (165/530ths) of the cost of the coal loading works at the port or ports in respect of which the application is made.

(3.) If the State at any time requests the Commonwealth to make an advance to the State for the purpose of meeting a proportion of anticipated expenditure on or in connexion with the coal loading
20 works, the Commonwealth may advance to the State for that purpose such amount, if any, as the Treasurer approves.

(4.) An amount advanced by the Commonwealth under the last preceding sub-clause may be deducted by the Commonwealth from an amount to be advanced subsequently under sub-clause (2.)
25 of this clause in respect of the cost of the coal loading works at the port or ports for which the amount was advanced.

(5.) The State shall furnish to the Treasurer such documents and other evidence in support of each application by the State for an amount to be advanced to it by the Commonwealth as the
30 Treasurer may from time to time reasonably request, whether before or after the Commonwealth has made an advance pursuant to the application.

6. The State shall not use or apply an amount, or any part of Use of an amount, advanced to it under this agreement except for the Advances.
35 purpose of meeting the cost of the coal loading works at the port in respect of which the amount or the part of the amount was advanced by the Commonwealth.

7.—(1.) The State shall pay to the Commonwealth interest at the Interest. rate of five and three eighths per centum per annum on the amounts
40 advanced by the Commonwealth under clause 5 of this agreement.

(2.)

Coal Loading Works (Ports of Newcastle, Port Kembla and Sydney) Agreement.

(2.) Interest under this clause shall be calculated from the date each amount is advanced by the Commonwealth and shall accrue on so much of the amount advanced as is from time to time not repaid by the State to the Commonwealth under the next succeeding clause.

(3.) The State shall pay the interest for the time being accrued under this clause on the same respective dates as those on which repayments of the amount on which the interest has accrued are payable by the State under the next succeeding clause.

10 8.—(1.) Subject to the provisions of this clause, the State shall Repayments
repay to the Commonwealth each amount advanced by the Com- by the State.
monwealth to the State under clause 5 of this agreement by twenty
equal semi-annual payments, the first payment to be made on the
expiry of six calendar months from the date on which the amount
15 was advanced and subsequent payments at intervals of six calendar
months thereafter until the final payment has been made.

(2.) The Treasurer and the State Minister may at any time
arrange for any amounts advanced to the State by the Commonwealth
under this agreement and not repaid by the State to be consolidated
20 and repayment of, and payment of interest on, those amounts shall
thereafter be made by the State to the Commonwealth in accordance
with the arrangement in lieu of the dates ascertained in accordance
with sub-clause (1.) of this clause.

(3.) The State may at any time after giving to the Treasurer
25 at least one month's notice of its intention so to do, repay to the
Commonwealth the whole of the unrepaid balance of an amount
advanced by the Commonwealth to the State under this agreement
together with interest accrued to the date of repayment by the State.

9. Subject to the provision to the State of the amounts to be State to
30 advanced to it by the Commonwealth under this agreement and of carry out
the amounts to be made available from time to time from the Coal works.
Industry Fund of the Joint Coal Board, the State shall carry out,
or cause to be carried out, efficiently and in conformity with its
standard engineering and financial practices, the coal loading works
35 with a view to their completion as part of the harbour works at
the earliest practicable date.

10. To the extent that it is necessary for the more efficient fulfil- Variation
ment of the objectives of this agreement, the Schedule to this agree- of works.
ment may be varied in such manner and to such extent as the
40 Treasurer and the State Minister agree and all references in this
agreement to the Schedule shall be deemed to be to the Schedule
as varied in accordance with this clause.

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

11. The State shall prepare and furnish to the Treasurer not later Annual
than the thirtieth day of April in each year a statement or statements estimates.
showing the estimated expenditure by the State on the coal loading
works during the next succeeding financial year and estimates of
5 the amounts which the State will require or request the Common-
wealth to advance under this agreement during that financial year.

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

10 13.—(1.) The accounts, books, vouchers, documents and other Audit.
records of the State relating to the coal loading works shall be
subject to audit by the Auditor-General of the State.

(2.) Until such time as all amounts to be advanced by the
Commonwealth under this agreement have been advanced and sup-
15 porting evidence to the satisfaction of the Treasurer in relation to
all amounts advanced furnished by the State, a report on the audit
and on the financial statements shall be furnished by the Auditor-
General of the State to the Treasurer once in each year indicating,
inter alia—

20 (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,

25 and including reference to such other matters arising out of the
audit and financial statements as the Auditor-General of the State
considers should be reported to the Treasurer.

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

THE

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

THE SCHEDULE.

PART I.—THE HARBOUR WORKS.

Works at the ports of Newcastle, Port Kembla and Balmain for the purpose of facilitating the overseas export of coal from these 5 three ports, estimated (in May 1961) to cost in all approximately £10,660,000, and consisting of the following:

		Cost as estimated May, 1961.
10	1. At Newcastle:	
		£m.
15	(a) The provision of new coal loading plant and ancillary works, including wharfage, rail, road and storage facilities, capable of loading coal onto a ship at a rate of at least 1,500 tons per hour ..	3.00
	(b) The deepening of the harbour entrance and (where necessary) of the harbour, so as to provide a depth of at least 36 feet of water to the coal loading plant	5.00
20	2. At Port Kembla:	
	(a) The provision of new coal loading plant and ancillary works, including wharfage, rail, road and storage facilities, capable of loading coal onto a ship at a rate of at least 1,500 tons per hour ..	2.14
25	(b) Dredging, so as to provide a depth of at least 36 feet of water to the coal loading plant ..	0.36
	3. At Balmain:	
30	The improving of coal loading plant and ancillary works, including rail and storage facilities, so that the same will be capable of loading coal onto a ship at a rate of 1,000 tons per hour. ..	0.16

PART II.—THE COAL LOADING WORKS.

The works at the ports of Newcastle, Port Kembla and Balmain referred to in paragraphs 1(a), 2(a) and 3 of Part I of this 35 Schedule.

IN

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

IN WITNESS WHEREOF the Prime Minister of the Commonwealth of Australia and the Premier of the State of New South Wales have signed this agreement for and on behalf of the Commonwealth and the State respectively.

5 SIGNED by the Prime Minister
of the Commonwealth of Australia
for and on behalf of the Common-
wealth in the presence of—

ROBERT MENZIES

10 W. H. SPOONER

SIGNED by the Premier of the
State of New South Wales for and
on behalf of the State in the
15 presence of—

R. J. HEFFRON

G. M. GRAY

AL No. 54, 1961.

Coal Loading Works (Ports of Newcastle, Port Kembla and Sydney) Agreement

2. (1) The Agreement a copy of which is set out in the Schedule to this Act is hereby approved and may be carried into effect notwithstanding the provisions of any other Act.

10. All claims made by the Commonwealth against the State of New South Wales are hereby sanctioned.

3. All claims made by the Commonwealth against the State of New South Wales under the Agreement shall be made by the Commonwealth to the Commonwealth Secretary of the Commonwealth of Australia.



ANNO DECIMO

ELIZABETHÆ II REGINÆ

Act No. 54, 1961.

An Act to approve an Agreement between the Commonwealth of Australia and the State of New South Wales in relation to certain Coal Loading Works at the ports of Newcastle, Port Kembla and Sydney; and for purposes connected therewith. [Assented to, 11th December, 1961.]

BE it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows :—

1. This Act may be cited as the "Coal Loading Works Short title. (Ports of Newcastle, Port Kembla and Sydney) Agreement Act, 1961".

2.

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

Approval of
Agreement.

2. (1) The Agreement, a copy of which is set out in the Schedule to this Act, is hereby approved and may be carried into effect notwithstanding the provisions of any other Act.

(2) All matters and things by the Agreement agreed to be done by or on behalf of the State of New South Wales are hereby sanctioned and authorised.

Indemnity
in respect
of certain
payments by
the State.

3. All claims and demands which may be made by the Commonwealth against the State of New South Wales under the Agreement shall form a charge against the Consolidated Revenue Fund, and the Maritime Services Board of New South Wales and the Commissioner for Railways shall indemnify the Consolidated Revenue Fund in respect of such claims and demands in the manner, to the extent and in the proportions determined by the Treasurer.

Sec. 2.

THE SCHEDULE.

AN AGREEMENT made the Eighteenth day of October, 1961 BETWEEN THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the one part and THE STATE OF NEW SOUTH WALES (in this agreement called "the State") of the other part:

WHEREAS—

- (a) it is desirable in the interests of the State of New South Wales and of the Commonwealth of Australia generally that the facilities for the export of coal through the ports of Newcastle, Port Kembla and Balmain should be improved as expeditiously as possible;
- (b) for that purpose the State intends to carry out the works referred to in this agreement as the harbour works and has undertaken that, subject to the provision to the State of the financial assistance hereinafter provided for, those works will be carried out as expeditiously as practicable and that the funds necessary for their completion will be provided as required;

(c)

Coal Loading Works (Ports of Newcastle, Port Kembla and Sydney) Agreement.

- (c) the Commonwealth has proposed that for the purposes hereinbefore mentioned financial assistance will be granted to the State, subject to its compliance with the provisions of this agreement, consisting of—
- (i) an amount not exceeding One million pounds to be made available from the Coal Industry Fund of the Joint Coal Board constituted under the Coal Industry Act 1946-1958 of the Commonwealth and the Coal Industry Act 1946-1960 of the State; and
 - (ii) an amount not exceeding One million six hundred and fifty thousand pounds to be made available by the Commonwealth in accordance with and subject to the provisions of this agreement,
- to be applied towards meeting expenditure by the State in carrying out the works referred to in this agreement as the coal loading works;
- (d) subject to the provisions of this agreement, the proposed financial assistance is to be made available progressively in amounts equivalent to one half of the cost of the coal loading works from time to time;
- (e) the financial assistance is proposed to be provided as to 100/265th parts by payments from the Coal Industry Fund of the Joint Coal Board and as to 165/265th parts by payments by the Commonwealth to the State in accordance with and subject to the provisions of this agreement;
- (f) arrangements have been made, subject to the coming into force of this agreement, for that part of the financial assistance which is to be made available from the Coal Industry Fund of the Joint Coal Board as aforesaid to be so provided; and
- (g) the Parliament of the Commonwealth is to be asked to grant to the State under section 96 of the Constitution of the Commonwealth of Australia that part of the financial assistance which is proposed to be made available by payments by the Commonwealth to the State under this agreement:

NOW IT IS HEREBY AGREED as follows:—

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

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

“port”

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

“port” means one of the ports of Newcastle, Port Kembla and Balmain at which the harbour works are to be carried out and in the plural means such of those ports as the case requires ;

“the coal loading works” means the whole or any part, as the context requires, of such of the harbour works as are referred to in Part II of the Schedule to this agreement ;

“the cost of the coal loading works” means the amount expended by the State on or in connexion with the carrying out of the coal loading works and includes planning and administrative expenses directly relating to the carrying out of those works ;

“the harbour works” means the works described in Part I of the Schedule to this agreement ;

“the State Minister” means the Minister of the State for the time being administering the Act of the Parliament of the State by which this agreement is approved and includes a Minister or other member of the Executive Council of the State for the time being acting for and on behalf of that Minister ; and

“the Treasurer” means the Treasurer of the Commonwealth and includes a Minister or other member of the Federal Executive Council for the time being acting for and on behalf of the Treasurer.

Approval of Agreement. 2. This agreement shall have no force or effect and shall not be binding upon either party until it is approved by the Parliaments of the Commonwealth and of the State.

Commence-
ment of
Agreement. 3. This agreement shall commence and come into full force and effect when it is approved by the Parliaments of the Commonwealth and of the State.

Advances. 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 advance to the State towards meeting the cost of the coal loading works amounts not exceeding in the aggregate One million six hundred and fifty thousand pounds (£1,650,000).

(2.) Notwithstanding the provisions of sub-clause (1.) of this clause, the total of the amounts to be advanced by the Commonwealth under this clause and the amounts to be made available as aforesaid from

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

from the Coal Industry Fund of the Joint Coal Board in respect of the coal loading works at each port shall not exceed the following respective sums—

	£
Newcastle	1,500,000
Port Kembla	1,070,000
Balmain	80,000.

5.—(1.) The State may from time to time apply to the Treasurer for an amount to be advanced to it by the Commonwealth under this agreement in respect of the cost of the coal loading works at one or more of the ports. State entitled to receive advances.

(2.) Subject to the provisions of this agreement, the State shall be entitled to be advanced by the Commonwealth an amount equivalent to one hundred and sixty-five five hundred and thirtieth parts ($165/530$ ths) of the cost of the coal loading works at the port or ports in respect of which the application is made.

(3.) If the State at any time requests the Commonwealth to make an advance to the State for the purpose of meeting a proportion of anticipated expenditure on or in connexion with the coal loading works, the Commonwealth may advance to the State for that purpose such amount, if any, as the Treasurer approves.

(4.) An amount advanced by the Commonwealth under the last preceding sub-clause may be deducted by the Commonwealth from an amount to be advanced subsequently under sub-clause (2.) of this clause in respect of the cost of the coal loading works at the port or ports for which the amount was advanced.

(5.) The State shall furnish to the Treasurer such documents and other evidence in support of each application by the State for an amount to be advanced to it by the Commonwealth as the Treasurer may from time to time reasonably request, whether before or after the Commonwealth has made an advance pursuant to the application.

6. The State shall not use or apply an amount, or any part of an amount, advanced to it under this agreement except for the purpose of meeting the cost of the coal loading works at the port in respect of which the amount or the part of the amount was advanced by the Commonwealth. Use of Advances.

7.—(1.) The State shall pay to the Commonwealth interest at the rate of five and three eighths per centum per annum on the amounts advanced by the Commonwealth under clause 5 of this agreement. Interest.

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

(2.) Interest under this clause shall be calculated from the date each amount is advanced by the Commonwealth and shall accrue on so much of the amount advanced as is from time to time not repaid by the State to the Commonwealth under the next succeeding clause.

(3.) The State shall pay the interest for the time being accrued under this clause on the same respective dates as those on which repayments of the amount on which the interest has accrued are payable by the State under the next succeeding clause.

Repayments by the State. 8.—(1.) Subject to the provisions of this clause, the State shall repay to the Commonwealth each amount advanced by the Commonwealth to the State under clause 5 of this agreement by twenty equal semi-annual payments, the first payment to be made on the expiry of six calendar months from the date on which the amount was advanced and subsequent payments at intervals of six calendar months thereafter until the final payment has been made.

(2.) The Treasurer and the State Minister may at any time arrange for any amounts advanced to the State by the Commonwealth under this agreement and not repaid by the State to be consolidated and repayment of, and payment of interest on, those amounts shall thereafter be made by the State to the Commonwealth in accordance with the arrangement in lieu of the dates ascertained in accordance with sub-clause (1.) of this clause.

(3.) The State may at any time after giving to the Treasurer at least one month's notice of its intention so to do, repay to the Commonwealth the whole of the unrepaid balance of an amount advanced by the Commonwealth to the State under this agreement together with interest accrued to the date of repayment by the State.

State to carry out works.

9. Subject to the provision to the State of the amounts to be advanced to it by the Commonwealth under this agreement and of the amounts to be made available from time to time from the Coal Industry Fund of the Joint Coal Board, the State shall carry out, or cause to be carried out, efficiently and in conformity with its standard engineering and financial practices, the coal loading works with a view to their completion as part of the harbour works at the earliest practicable date.

Variation of works.

10. To the extent that it is necessary for the more efficient fulfilment of the objectives of this agreement, the Schedule to this agreement may be varied in such manner and to such extent as the Treasurer and the State Minister agree and all references in this agreement to the Schedule shall be deemed to be to the Schedule as varied in accordance with this clause.

Coal Loading Works (Ports of Newcastle, Port Kembla and Sydney) Agreement.

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 by the State on the coal loading works during the next succeeding financial year and estimates of the amounts which the State will require or request the Commonwealth to advance under this agreement during that financial year.

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 purpose of or in relation to this agreement.

13.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the coal loading works shall be subject to audit by the Auditor-General of the State.

(2.) Until such time as all amounts to be advanced by the Commonwealth under this agreement have been advanced and supporting evidence to the satisfaction of the Treasurer in relation to all amounts advanced furnished by the State, a report on the audit and on the financial statements shall be furnished by the Auditor-General of the State to the Treasurer once in each 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 audit and financial statements as the Auditor-General of the State considers should be reported to the Treasurer.

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

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

THE SCHEDULE.

PART I.—THE HARBOUR WORKS.

Works at the ports of Newcastle, Port Kembla and Balmain for the purpose of facilitating the overseas export of coal from these three ports, estimated (in May 1961) to cost in all approximately £10,660,000, and consisting of the following:

	Cost as estimated May, 1961.
1. At Newcastle:	£m.
(a) The provision of new coal loading plant and ancillary works, including wharfage, rail, road and storage facilities, capable of loading coal onto a ship at a rate of at least 1,500 tons per hour ..	3.00
(b) The deepening of the harbour entrance and (where necessary) of the harbour, so as to provide a depth of at least 36 feet of water to the coal loading plant	5.00
2. At Port Kembla:	
(a) The provision of new coal loading plant and ancillary works, including wharfage, rail, road and storage facilities, capable of loading coal onto a ship at a rate of at least 1,500 tons per hour ..	2.14
(b) Dredging, so as to provide a depth of at least 36 feet of water to the coal loading plant ..	0.36
3. At Balmain:	
The improving of coal loading plant and ancillary works, including rail and storage facilities, so that the same will be capable of loading coal onto a ship at a rate of 1,000 tons per hour. ..	0.16

PART II.—THE COAL LOADING WORKS.

The works at the ports of Newcastle, Port Kembla and Balmain referred to in paragraphs 1(a), 2(a) and 3 of Part I of this Schedule.

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

IN WITNESS WHEREOF the Prime Minister of the Commonwealth of Australia and the Premier of the State of New South Wales have signed this agreement for and on behalf of the Commonwealth and the State respectively.

SIGNED by the Prime Minister
of the Commonwealth of Australia
for and on behalf of the Commonwealth
in the presence of—

ROBERT MENZIES

W. H. SPOONER

SIGNED by the Premier of the
State of New South Wales for and
on behalf of the State in the
presence of—

R. J. HEFFRON

G. M. GRAY

By Authority:

V. C. N. BLIGHT, Government Printer, Sydney, 1962

Conceding Rights of Way to the Port Kembla
and Federal Government

IN WITNESS WHEREOF the Prime Minister of the Commonwealth of Australia and the Governor of the State of New South Wales have signed this agreement and on behalf of the Commonwealth and the State respectively.

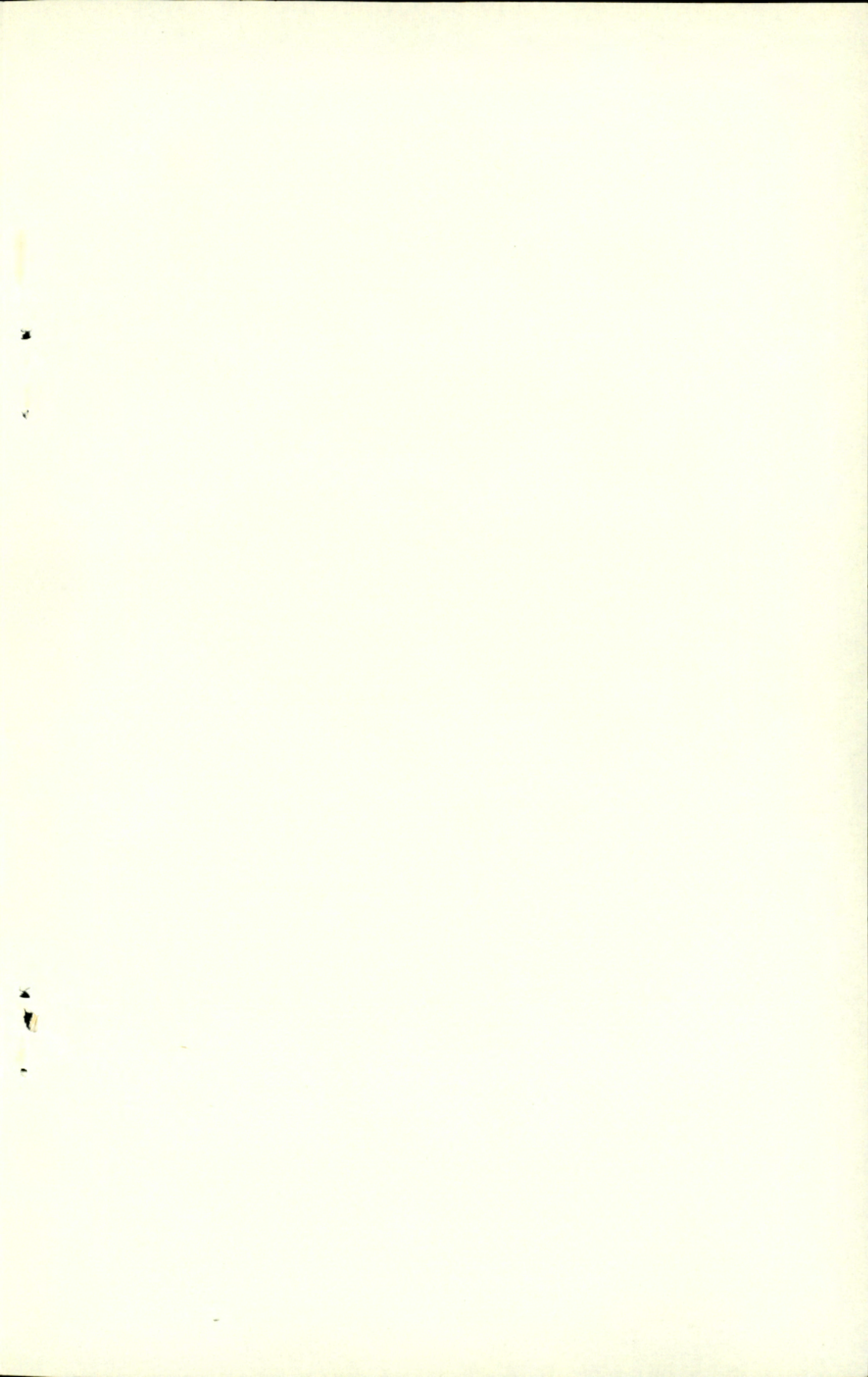
Signed by the Prime Minister
of the Commonwealth of Australia
and Governor of the State of
New South Wales

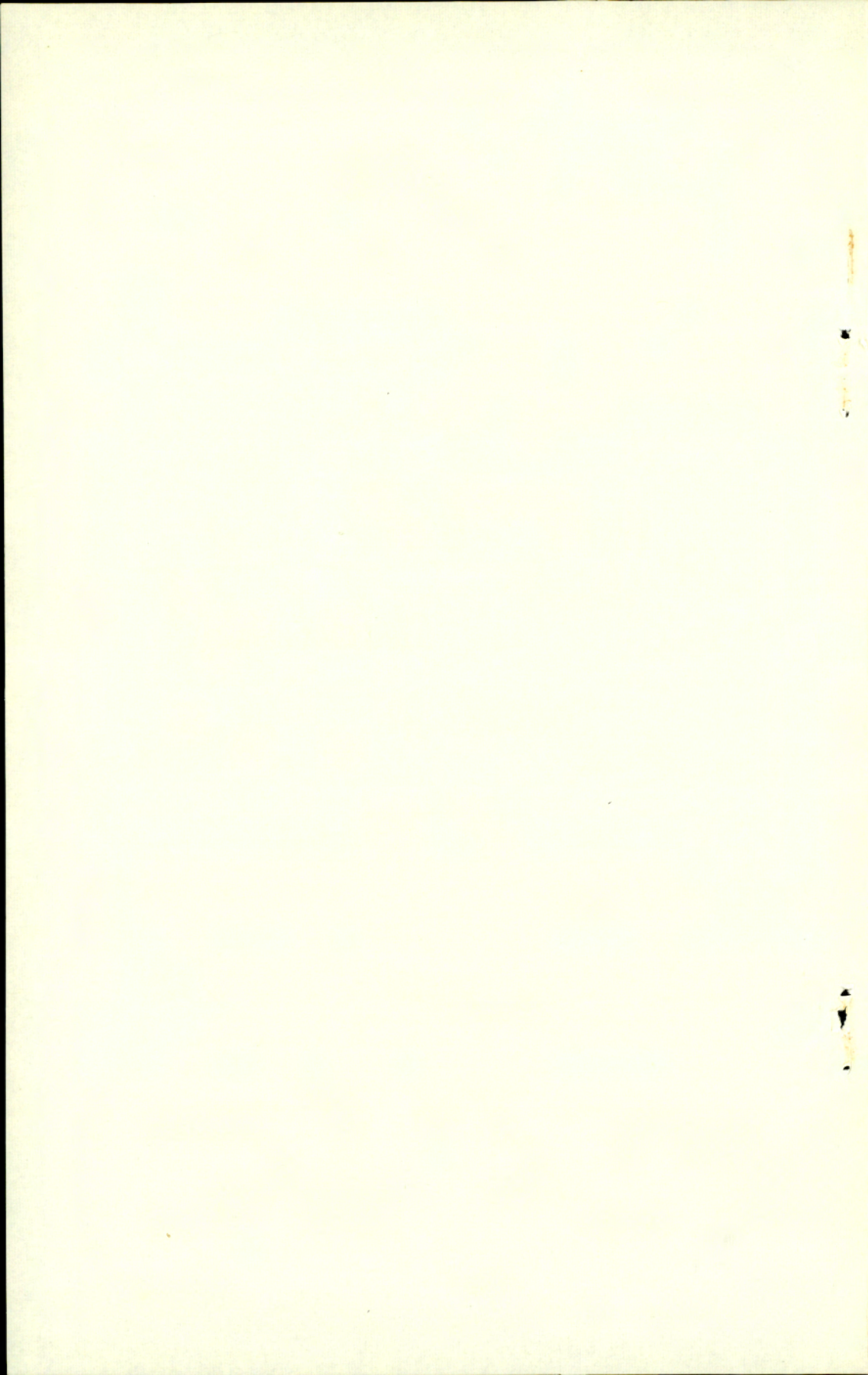
W. H. SPONNER

Signed by the Premier of the
State of New South Wales and
Governor of the State of
New South Wales

O. M. GRAY

L. J. HUTTON





I certify that this PUBLIC BILL, which originated in the LEGISLATIVE ASSEMBLY, has finally passed the LEGISLATIVE COUNCIL and the LEGISLATIVE ASSEMBLY of NEW SOUTH WALES.

ALLAN PICKERING,
Clerk of the Legislative Assembly.

*Legislative Assembly Chamber,
Sydney, 29 November, 1961.*

New South Wales



ANNO DECIMO

ELIZABETHÆ II REGINÆ

Act No. 54, 1961.

An Act to approve an Agreement between the Commonwealth of Australia and the State of New South Wales in relation to certain Coal Loading Works at the ports of Newcastle, Port Kembla and Sydney; and for purposes connected therewith.
[Assented to, 11th December, 1961.]

BE it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows :—

1. This Act may be cited as the "Coal Loading Works Short title. (Ports of Newcastle, Port Kembla and Sydney) Agreement Act, 1961".

2.

I have examined this Bill, and find it to correspond in all respects with the Bill as finally passed by both Houses.

HOWARD T. FOWLES,
Chairman of Committees of the Legislative Assembly.

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

Approval of
Agreement.

2. (1) The Agreement, a copy of which is set out in the Schedule to this Act, is hereby approved and may be carried into effect notwithstanding the provisions of any other Act.

(2) All matters and things by the Agreement agreed to be done by or on behalf of the State of New South Wales are hereby sanctioned and authorised.

Indemnity
in respect
of certain
payments by
the State.

3. All claims and demands which may be made by the Commonwealth against the State of New South Wales under the Agreement shall form a charge against the Consolidated Revenue Fund, and the Maritime Services Board of New South Wales and the Commissioner for Railways shall indemnify the Consolidated Revenue Fund in respect of such claims and demands in the manner, to the extent and in the proportions determined by the Treasurer.

Sec. 2.

THE SCHEDULE.

AN AGREEMENT made the Eighteenth day of October, 1961 BETWEEN THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the one part and THE STATE OF NEW SOUTH WALES (in this agreement called "the State") of the other part:

WHEREAS—

- (a) it is desirable in the interests of the State of New South Wales and of the Commonwealth of Australia generally that the facilities for the export of coal through the ports of Newcastle, Port Kembla and Balmain should be improved as expeditiously as possible;
- (b) for that purpose the State intends to carry out the works referred to in this agreement as the harbour works and has undertaken that, subject to the provision to the State of the financial assistance hereinafter provided for, those works will be carried out as expeditiously as practicable and that the funds necessary for their completion will be provided as required;

(c)

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

- (c) the Commonwealth has proposed that for the purposes here-
inbefore mentioned financial assistance will be granted to
the State, subject to its compliance with the provisions of
this agreement, consisting of—
- (i) an amount not exceeding One million pounds to
be made available from the Coal Industry Fund
of the Joint Coal Board constituted under the Coal
Industry Act 1946-1958 of the Commonwealth and
the Coal Industry Act 1946-1960 of the State; and
 - (ii) an amount not exceeding One million six hundred
and fifty thousand pounds to be made available
by the Commonwealth in accordance with and
subject to the provisions of this agreement,
- to be applied towards meeting expenditure by the State in
carrying out the works referred to in this agreement as
the coal loading works;
- (d) subject to the provisions of this agreement, the proposed
financial assistance is to be made available progressively
in amounts equivalent to one half of the cost of the coal
loading works from time to time;
- (e) the financial assistance is proposed to be provided as to
100/265th parts by payments from the Coal Industry Fund
of the Joint Coal Board and as to 165/265th parts by
payments by the Commonwealth to the State in accordance
with and subject to the provisions of this agreement;
- (f) arrangements have been made, subject to the coming into
force of this agreement, for that part of the financial assis-
tance which is to be made available from the Coal Industry
Fund of the Joint Coal Board as aforesaid to be so
provided; and
- (g) the Parliament of the Commonwealth is to be asked to
grant to the State under section 96 of the Constitution of
the Commonwealth of Australia that part of the financial
assistance which is proposed to be made available by
payments by the Commonwealth to the State under this
agreement:

NOW IT IS HEREBY AGREED as follows:—

1. In this agreement, unless the contrary intention appears— **Definitions.**
- “financial year” means a period of twelve calendar months
ending on the thirtieth day of June;
- “port”

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and Sydney) Agreement.*

“port” means one of the ports of Newcastle, Port Kembla and Balmain at which the harbour works are to be carried out and in the plural means such of those ports as the case requires ;

“the coal loading works” means the whole or any part, as the context requires, of such of the harbour works as are referred to in Part II of the Schedule to this agreement ;

“the cost of the coal loading works” means the amount expended by the State on or in connexion with the carrying out of the coal loading works and includes planning and administrative expenses directly relating to the carrying out of those works ;

“the harbour works” means the works described in Part I of the Schedule to this agreement ;

“the State Minister” means the Minister of the State for the time being administering the Act of the Parliament of the State by which this agreement is approved and includes a Minister or other member of the Executive Council of the State for the time being acting for and on behalf of that Minister ; and

“the Treasurer” means the Treasurer of the Commonwealth and includes a Minister or other member of the Federal Executive Council for the time being acting for and on behalf of the Treasurer.

Approval of Agreement. 2. This agreement shall have no force or effect and shall not be binding upon either party until it is approved by the Parliaments of the Commonwealth and of the State.

Commencement of Agreement. 3. This agreement shall commence and come into full force and effect when it is approved by the Parliaments of the Commonwealth and of the State.

Advances. 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 advance to the State towards meeting the cost of the coal loading works amounts not exceeding in the aggregate One million six hundred and fifty thousand pounds (£1,650,000).

(2.) Notwithstanding the provisions of sub-clause (1.) of this clause, the total of the amounts to be advanced by the Commonwealth under this clause and the amounts to be made available as aforesaid from

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

from the Coal Industry Fund of the Joint Coal Board in respect of the coal loading works at each port shall not exceed the following respective sums—

						£
Newcastle	..	..	..	..	..	1,500,000
Port Kembla	..	..	..	..	..	1,070,000
Balmain	..	..	..	..	..	80,000.

5.—(1.) The State may from time to time apply to the Treasurer State for an amount to be advanced to it by the Commonwealth under this agreement in respect of the cost of the coal loading works at one or more of the ports. entitled to receive advances.

(2.) Subject to the provisions of this agreement, the State shall be entitled to be advanced by the Commonwealth an amount equivalent to one hundred and sixty-five five hundred and thirtieth parts (165/530ths) of the cost of the coal loading works at the port or ports in respect of which the application is made.

(3.) If the State at any time requests the Commonwealth to make an advance to the State for the purpose of meeting a proportion of anticipated expenditure on or in connexion with the coal loading works, the Commonwealth may advance to the State for that purpose such amount, if any, as the Treasurer approves.

(4.) An amount advanced by the Commonwealth under the last preceding sub-clause may be deducted by the Commonwealth from an amount to be advanced subsequently under sub-clause (2.) of this clause in respect of the cost of the coal loading works at the port or ports for which the amount was advanced.

(5.) The State shall furnish to the Treasurer such documents and other evidence in support of each application by the State for an amount to be advanced to it by the Commonwealth as the Treasurer may from time to time reasonably request, whether before or after the Commonwealth has made an advance pursuant to the application.

6. The State shall not use or apply an amount, or any part of an amount, advanced to it under this agreement except for the purpose of meeting the cost of the coal loading works at the port in respect of which the amount or the part of the amount was advanced by the Commonwealth. Use of Advances.

7.—(1.) The State shall pay to the Commonwealth interest at the rate of five and three eighths per centum per annum on the amounts advanced by the Commonwealth under clause 5 of this agreement. Interest.

(2.)

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

(2.) Interest under this clause shall be calculated from the date each amount is advanced by the Commonwealth and shall accrue on so much of the amount advanced as is from time to time not repaid by the State to the Commonwealth under the next succeeding clause.

(3.) The State shall pay the interest for the time being accrued under this clause on the same respective dates as those on which repayments of the amount on which the interest has accrued are payable by the State under the next succeeding clause.

Repayments
by the State.

8.—(1.) Subject to the provisions of this clause, the State shall repay to the Commonwealth each amount advanced by the Commonwealth to the State under clause 5 of this agreement by twenty equal semi-annual payments, the first payment to be made on the expiry of six calendar months from the date on which the amount was advanced and subsequent payments at intervals of six calendar months thereafter until the final payment has been made.

(2.) The Treasurer and the State Minister may at any time arrange for any amounts advanced to the State by the Commonwealth under this agreement and not repaid by the State to be consolidated and repayment of, and payment of interest on, those amounts shall thereafter be made by the State to the Commonwealth in accordance with the arrangement in lieu of the dates ascertained in accordance with sub-clause (1.) of this clause.

(3.) The State may at any time after giving to the Treasurer at least one month's notice of its intention so to do, repay to the Commonwealth the whole of the unrepaid balance of an amount advanced by the Commonwealth to the State under this agreement together with interest accrued to the date of repayment by the State.

State to
carry out
works.

9. Subject to the provision to the State of the amounts to be advanced to it by the Commonwealth under this agreement and of the amounts to be made available from time to time from the Coal Industry Fund of the Joint Coal Board, the State shall carry out, or cause to be carried out, efficiently and in conformity with its standard engineering and financial practices, the coal loading works with a view to their completion as part of the harbour works at the earliest practicable date.

Variation
of works.

10. To the extent that it is necessary for the more efficient fulfilment of the objectives of this agreement, the Schedule to this agreement may be varied in such manner and to such extent as the Treasurer and the State Minister agree and all references in this agreement to the Schedule shall be deemed to be to the Schedule as varied in accordance with this clause.

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

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

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

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

(2.) Until such time as all amounts to be advanced by the Commonwealth under this agreement have been advanced and supporting evidence to the satisfaction of the Treasurer in relation to all amounts advanced furnished by the State, a report on the audit and on the financial statements shall be furnished by the Auditor-General of the State to the Treasurer once in each 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 audit and financial statements as the Auditor-General of the State considers should be reported to the Treasurer.

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

THE

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

THE SCHEDULE.

PART I.—THE HARBOUR WORKS.

Works at the ports of Newcastle, Port Kembla and Balmain for the purpose of facilitating the overseas export of coal from these three ports, estimated (in May 1961) to cost in all approximately £10,660,000, and consisting of the following:

	Cost as estimated May, 1961.
1. At Newcastle:	
	£m.
(a) The provision of new coal loading plant and ancillary works, including wharfage, rail, road and storage facilities, capable of loading coal onto a ship at a rate of at least 1,500 tons per hour ..	3.00
(b) The deepening of the harbour entrance and (where necessary) of the harbour, so as to provide a depth of at least 36 feet of water to the coal loading plant	5.00
2. At Port Kembla:	
(a) The provision of new coal loading plant and ancillary works, including wharfage, rail, road and storage facilities, capable of loading coal onto a ship at a rate of at least 1,500 tons per hour ..	2.14
(b) Dredging, so as to provide a depth of at least 36 feet of water to the coal loading plant ..	0.36
3. At Balmain:	
The improving of coal loading plant and ancillary works, including rail and storage facilities, so that the same will be capable of loading coal onto a ship at a rate of 1,000 tons per hour. ..	0.16

PART II.—THE COAL LOADING WORKS.

The works at the ports of Newcastle, Port Kembla and Balmain referred to in paragraphs 1(a), 2(a) and 3 of Part I of this Schedule.

IN

*Coal Loading Works (Ports of Newcastle, Port Kembla
and Sydney) Agreement.*

IN WITNESS WHEREOF the Prime Minister of the Commonwealth of Australia and the Premier of the State of New South Wales have signed this agreement for and on behalf of the Commonwealth and the State respectively.

SIGNED by the Prime Minister
of the Commonwealth of Australia
for and on behalf of the Commonwealth
in the presence of—

ROBERT MENZIES

W. H. SPOONER

SIGNED by the Premier of the
State of New South Wales for and
on behalf of the State in the
presence of—

R. J. HEFFRON

G. M. GRAY

*In the name and on behalf of Her Majesty I assent to
this Act.*

E. W. WOODWARD,
Governor.

*Government House,
Sydney, 11th December, 1961.*

