**King Island Harbour Agreement**

**Act 1973**

**No. 91 of 1973**

**AN ACT**

Relating to an Agreement between the Commonwealth and the State of Tasmania in respect of Financial Assistance for Port and Harbour Facilities at Little Grassy Bay, King Island.

[*Assented to 21 June 1973*]

BE IT ENACTED by the Queen, the Senate and the House of Representatives of Australia, as follows:—

**Short title.**

**1.** This Act may be cited as the *King Island Harbour Agreement Act* 1973.

**Commencement.**

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

**Approval of agreement.**

**3.** The agreement a copy of which is set out in the Schedule is approved.

**Appropriation.**

**4.** The payments by the Commonwealth to the State of Tasmania provided for in the agreement referred to in section 3 may be made to that State by way of financial assistance, on the terms and conditions contained in that agreement, out of the Consolidated Revenue Fund, which is appropriated accordingly.

SCHEDULE Section3

An Agreement made the Thirteenth day of March One thousand nine hundred and seventy-three Between The Commonwealth of Australia (in this agreement called “ the Commonwealth ”) of the one part and The State of Tasmania (in this agreement called “ the State ”) of the other part.

Whereas—

(a) it is desirable that works be carried out to provide harbour and port facilities for King Island;

(b) the State has proposed that the works described in this agreement be carried out at Little Grassy Bay in King Island for the purpose of providing harbour and port facilities for the said Island;

(c) the State has requested the Commonwealth to provide financial assistance to the State towards meeting the cost of carrying out those works; and

(d) the Commonwealth has agreed to request the Parliament of the Commonwealth to authorize the grant of financial assistance to the State to the extent and upon the terms and conditions set out in this agreement:

Now it is hereby agreed as follows:—

**Definitions.**

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

“clause” means clause of this agreement;

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

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

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

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

“the works” means the works described in the Schedule or, if the Schedule is varied in accordance with clause 13 of this agreement, the works described in the Schedule as so varied.

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

**Approval of Agreement.**

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

**Financial Assistance.**

3. 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 three hundred and fifty-five thousand dollars ($1,355,000).

**Expenditure on the Works.**

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

**Advances.**

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

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

**Use of Advances.**

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

**Payments of Financial Assistance.**

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

**Supporting Financial Evidence.**

8.—(1.) The State shall furnish to the Treasurer such documents and other evidence to justify the making of an advance under clause 5 or to show how an amount, or any part of an amount, advanced under that clause has been used or applied, or to support a request by the

Schedule—*continued*

State for a payment under clause 7, as the Treasurer may at any time reasonably request, whether the request by the Treasurer is made before or after the Commonwealth has made any relevant advance or payment.

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

**Repayments by State.**

9.—(1.) Subject to the provisions of clause 10, the State shall repay to the Commonwealth one half (1/2) of each of the advances made to the State under clause 5 and not refunded as provided in sub-clause (2.) of that clause and of each of the payments made to the State under clause 7 by thirty (30) equal consecutive half-yearly payments.

(2.) The first payment by the State under sub-clause (1.) of this clause shall be payable on the fifteenth day of June 1973—except that in the event that an advance or a payment is made by the Commonwealth to the State on or after that date the first payment by the State in respect of that advance or payment shall be payable on the fifteenth day of December or the fifteenth day of June next succeeding the date on which the advance or payment was made by the Commonwealth—and subsequent payments shall be payable on each succeeding fifteenth day of December and fifteenth day of June until the full amount of the portion that is repayable of the advance or payment has been paid.

**Prepayments.**

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

**Interest.**

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

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

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

**Execution of the Works.**

12. The State shall ensure that the works are carried out efficiently and in conformity with sound engineering and financial practices.

**Variation of Schedule.**

13. To the extent that it is necessary for or more conducive to the 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 Minister approves.

**Extra Work.**

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

**Annual Estimates.**

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

**Supply of Information.**

16. 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.

**Financial Statements.**

17. The State shall—

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

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

Schedule—*continued*

**Audit.**

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

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

(b) whether the expenditure of moneys is in accordance with this agreement,

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

**Notices.**

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

THE SCHEDULE

The Works

Clause 1,12 and 13.

Part I: The Port and Associated Works.

The port and associated works comprise:—

1. A main breakwater from the south side of Jetty Point on King Island to Grassy Island but not including the initial mound of the main breakwater.

2. Port and harbour facilities at Little Grassy Bay on King Island.

3. A main access road to connect the port at Little Grassy Bay with the King Island road­way system in the Grassy area.

Part II: Description of the Port and Associated Works.

The port and associated works comprise the construction set out in Part I, including—

(1) design engineering supervision and administration;

(2) completion of the main breakwater and of all works necessary to shape and armour the main breakwater mound to make it fully resistant to attack by storms with wave heights of from 20 to 25 feet;

(3) construction of an inner breakwater and allied reclamation for the port area at Little Grassy Bay including sealing;

(4) construction of a wharf and a stern-loading ramp;

(5) provision of shore installations comprising a transit shed, office and amenities building, water supply and reticulation, drainage of reclamation, power supply and reticulation, lighting of stern-loading ramp port area transit shed and office and amenities building, navigational aids, septic sewerage system, a mobile fire pump and ancillary works including cattle holding and loading facilities and other minor installations and facilities as required for the operation of the port.

In witness whereof this agreement has been executed by the parties as at the day and the year first above written.

Signed for and on behalf of The Commonwealth of Australia by the Honourable Edward Gough Whitlam, the Prime Minister of the Commonwealth, in the presence of E.G. WHITLAM

PETER S. WILENSKI

Signed for and on behalf of The State of Tasmania by the Honourable Eric Elliott Reece, the Premier of the State, in the presence ERIC REECE

R. E. T. PORTER