



COFFS HARBOUR CITY COUNCIL

ORDINARY MEETING

SUPPLEMENTARY AGENDA

18 AUGUST 2005

Contents

| ITEM | DESCRIPTION | PAGE |
|-------------|---|-------------|
| | MAYORAL MINUTE | 1 |
| 11 | BUCCA ROAD SPEED LIMIT | 1 |
| | CITY BUSINESS UNITS REPORT | 2 |
| B30 | HARBOURSIDE PRECINCT - AGREEMENT WITH NSW DEPARTMENT OF LANDS | 2 |
| | MAYORAL MINUTE - CONFIDENTIAL | 24 |
| | Mayoral Minutes 12 was confidential for the reason of Section 10A(2a): Personnel matters concerning particular individuals. | |
| 12 | APPOINTMENT OF AN ACTING GENERAL MANAGER | 24 |



COFFS HARBOUR CITY COUNCIL

ORDINARY MEETING

SUPPLEMENTARY AGENDA

18 AUGUST 2005

MAYORAL MINUTE

11 BUCCA ROAD SPEED LIMIT

Purpose:

To review the speed limit on Bucca Road.

Description of Item:

The Roads and Traffic Authority is the Determining Authority for setting of speed limits on all roads in NSW.

Council and the Police have input into speed zoning through Local and Regional Traffic Committees where consensus on the setting of appropriate speed limits is usually reached.

Review of the 100km/h speed limit on Bucca Road between the Pacific Highway and Nana Glen has previously been carried out through the Local Traffic Committee. Recommendations of the Committee at the time were that a reduction in speed limit on Bucca Road would not be in accordance with Speed Zone Guidelines.

The appropriateness of speed limits on Bucca Road were again referred to the Local Traffic Committee in July 2005. The RTA at this meeting advised that a review of Speed Zone Guidelines was nearing completion and it would be appropriate to test the 100km/h speed limit on Bucca Road against the new guidelines.

Recommendation:

That Council strongly recommend that the relevant authorities urgently review the speed limit on Bucca Road between the Pacific Highway and Nana Glen with a view to its reduction from 100kph to 80kph.

B30 HARBOURSIDE PRECINCT - AGREEMENT WITH NSW DEPARTMENT OF LANDS

Purpose:

To obtain consent to enter into an Agreement with the NSW Department of Lands regarding the preparation and implementation of a Master Plan for the Harbourside Precinct (copy attached).

Description of Item:

Council and the Department have been having discussions with each other for six months about the best method of developing a publicly supported and sustainable Harbourside Precinct Master Plan. Discussions and the Agreement focus on the Foreshore Precinct.

Agreement has been reached subject to sign off from Council and the Department of Lands. The document clearly sets out the Objectives and Principles to be followed, and the Responsibilities of each party toward completion of the Plan.

It does not attempt to pre-empt the results of the Plan, nor does it address funding to implement the Plan. However, a funding arrangement to prepare the plan is included.

The Agreement adopts the Harbourside Project Management Structure (which is an annexure to the Agreement), as the organizational structure for completion of the Master Plan process.

Both parties and the Agreement recognises that many issues, such as the most appropriate management structure to oversee the implementation of the plan for the Foreshore Precinct, will not become clear until the Master Plan has been prepared and adopted.

The Agreement requires the parties to work together to identify appropriate management structures and a commercial framework for implementation of the Master Plan for the Foreshore Precinct. The parties agree to also co-operate in identifying suitable land reservations and/or land tenures to complement commercial opportunities.

The Agreement is to terminate on 30 June 2007, by which time it is intended the Agreement will be replaced by a new Management Agreement. However, either party can give 120 days notice to terminate after 30 June 2006. Termination will not effect any financial commitments already agreed between the parties.

There is also a small reference in the Agreement to Ferguson's Cottage and Happy Valley, with the parties to work together with the Aboriginal community to resolve issues in relation to these occupations. These negotiations are well underway.

Sustainability Assessment:

Environment and Social

Entering into the Agreement of itself does not raise any environmental or social implications. The Agreement is clearly strongly slanted towards achieving a plan that endorses the principles of Ecologically Sustainable Development.

Economic

Broader Economic Implications

These will depend on the outcome of the plan and not this agreement, and obviously could range from nothing to substantial.

Management Plan Implications

Subject to Council adopting the proposed revised budget for 2005/2006 at this meeting, there will be sufficient funds to meet Council's commitment under the Agreement.

Consultation:

There have been extensive meetings and negotiations with the Department and Council at all levels, up to including the General Managers. The Agreement has been prepared in conjunction with advice from Council's Solicitors.

Related Policy and / or Precedents:

Council regularly enters into agreements with the State Government to achieve outcomes for the benefit of both parties and the community.

Issues:

The only real issue is, should Council enter into the Agreement. Council could if it wished go it alone, but this is not considered appropriate in the circumstances, where the Department have ownership and final say and control over nearly all the lands in the Foreshore Precinct.

It is obviously wise for both parties to work together to plan the future of the area and share the cost of doing so. This Agreement will achieve this objective.

Implementation Date / Priority:

The Agreement will be signed as soon as practical if consent is granted.

Recommendation:

That Council enter into an Agreement titled "Harbourside Precinct Coffs Harbour Memorandum of Understanding" (as contained in the attachment to this report) with the NSW Department of Lands, to prepare and implement a Master Plan for the Harbourside Precinct.

Attachments:

DATED

2005

HARBOURSIDE PRECINCT COFFS HARBOUR

MEMORANDUM OF UNDERSTANDING

NSW DEPARTMENT OF LANDS

AND

COFFS HARBOUR CITY COUNCIL

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made on

2005

BETWEEN

THE NSW DEPARTMENT OF LANDS ("Lands") and

COFFS HARBOUR CITY COUNCIL of Cnr Castle and Coff Streets, Coffs Harbour ("Council")

1. **PREAMBLE**

1.1 **Purpose**

Lands and Council (the parties) are committed toward the development and implementation of a publicly supported and sustainable Harbourside Precinct Master Plan. To guide the preparation and implementation of the plan the parties have agreed to enter into this Memorandum of Understanding.

1.2 **Objective**

This Agreement is intended to assist and support each party, whilst recognising their respective legislative responsibilities, including *Crown Lands Act, 1989 & Local Government Act, 1993* in relation to the following:-

- a) Development of a Harbourside Precinct Master Plan for Coffs Harbour in accordance with the Principles stated and best practice; and
- b) Adoption and implementation of the Harbourside Precinct Master Plan and its subsequent incorporation into the Coffs Harbour City Local Environmental Plan, 2000.
- c) Establishment of a business model to achieve financial sustainability of all lands within the Foreshore Precinct.

The framework set out in this agreement is intended to promote transparency, help prevent unnecessary duplication of effort and minimise the regulatory burden on the commercial and recreational development and use of the Foreshore precinct.

1.3 **Principles**

The parties support the following Principles:

- Stability**: During preparation of the Harbourside Precinct Master Plan it is intended there be no change to the functioning of the current tenure arrangements in the Foreshore Precinct. This agreement recognises that a different and more sustainable management structure may be appropriate for the implementation of the Harbourside Precinct Master Plan and future management of the Foreshore Precinct.
- Competition**: The Harbourside Precinct Master Plan, in its final form, should encourage market participation to support competition and consumer choice in the ongoing development, management and multiple public use of the Foreshore Precinct.
- Flexibility**: The Harbourside Precinct Master Plan needs to be flexible and responsive enough to quickly meet the changing needs of the Harbour, its tenants and users. Therefore, the management system that is ultimately adopted, should, as far as possible, foster continuing stakeholder input.

- **Representation:** It is intended that in the development of the Harbourside Precinct Master Plan and in the future management of the Foreshore Precinct, public input be encouraged to ensure that the functional diversity of all users and their needs is addressed.
- **Sustainability** An agreed goal of the parties is the development of a Harbourside Precinct Master Plan, and ongoing development and maintenance activities, that reflect the need for an economic, environmental and socially viable, self-sustaining harbour and management, whilst referencing principles of Ecologically Sustainable Development ¹ and attempting to satisfy the multiple and contemporary bottom line requirements of both the community and the parties.

1.4 **Responsibilities and Information Sharing**

- The parties each have specific responsibilities under respective NSW legislation, including promoting development and use in sustainable, perpetual, fair and effective manner, monitoring compliance of any and all conditions of development and use, and ensuring that all development and use facilities, as may be reasonably practicable, promote greater access and multiple uses of the Foreshore precinct.
- Lands is responsible under the *Crown Lands Act*, for management of Crown lands in accordance with Object and Principles of Crown land management, whilst operating in the best interests of the State and the people of NSW.
- Council is responsible under the *Local Government Act 1993* for development and sustainable management benefits on behalf of the Coffs Harbour community and the State of NSW.
- In addition to the exercise of formal powers and requests the parties will (subject to any restrictions imposed by law) share information that the parties believe would be of assistance to the other in undertaking their responsibilities under the Act and Local Government Act and this agreement.
- Wherever possible, the parties will avoid separate collection of the same information and data from all users of the Foreshore Precinct.

1.5 **Liaison**

- The parties will facilitate regular contact between their selected and nominated officers on routine operational matters.
- The parties will hold meetings of respective General Managers every four months at the request of either, to discuss any relevant matters in relation to the Foreshore Precinct, and the operation of this Agreement.

1.6 **Funding**

This Agreement does not commit or bind the parties, except as otherwise stated in this Agreement, to fund the development of the Foreshore Precinct in accordance with the adopted Harbourside Precinct Master Plan.

¹ Ecologically Sustainable Development is development that aims to meet the needs of Australians today, while conserving our ecosystems for the benefit of future generations. ie, finding better ways

1.7 **Fergusons Cottage and Happy Valley**

The parties agree they will work together to engage the Aboriginal community and stakeholders to resolved longstanding issues of occupation at Ferguson Cottage and Happy Valley.

2. **BACKGROUND**

Description of Lands

- 2.1 Council has identified that part of its Area edged in black on annexure "A" to this agreement as the Harbourside Precinct;
- 2.2 Council has identified that part of the Harbourside Precinct edged in black on annexure "B" to this agreement as the Foreshore Precinct and has identified the balance of the Harbourside Precinct as the Western Precinct;
- 2.3 Land within the Western Precinct is used for residential, business, commercial and recreational purposes, is relevantly zoned for those uses by Coffs Harbour City Local Environmental Plan 2000 ("LEP") and is mostly in private ownership;
- 2.4 Land within the Foreshore Precinct is used for railway, marine, port, commercial and recreational purposes, is relevantly zoned for those uses by the LEP and comprises lands vested in the State Rail Authority, Public Reserves and Crown Lands under the Crown Lands Act 1989, National Parks (Mutton Bird Island) and a Council public road known as Jordan Esplanade.
- 2.5 A map showing the current regime of land tenures and administration for the Foreshore Precinct is attached as Annexure "E".

Other Statutory Interests

- 2.6 The seaward boundary of Public Reserve No. R140102 is the high water mark;
- 2.7 The easternmost boundary of Public Reserve No R140102 and the Crown land north of that Reserve and in each instance north of the Port of Coffs Harbour is part of the western boundary of Solitary Island Marine Park ("SMIP "), declared pursuant to s. 6 of the Marine Parks Act 1997, and which relevantly includes the land within the SIMP, being the land between the high and low water marks;
- 2.8 The care control and management of the Marine Park is vested in the Marine Parks Authority ("MPA");
- 2.9 The Council proposes to enter into a Memorandum of Understanding with the MPA concerning cleaning and removal of sea weed and driftwood from and beach and surfing activities on beaches within the Council's Area that are part of the SIMP;
- 2.10 The land between high water mark and low water mark within the Port of Coffs Harbour is Crown land but is also land in which Fisheries NSW has an interest;
- 2.11 The Council proposes to enter into a Memorandum of Understanding with Fisheries NSW concerning cleaning and removal of sea weed and driftwood from and beach and surfing activities on beaches within the Council's Area in which Fisheries NSW has an interest;

Planning Issues

- 2.12 The Harbourside Precinct is within coastal zone as defined in the Coastal Protection Act 1979 and, as a consequence, is subject to State Environmental Planning Policy No 71 - Coastal Protection ("SEPP 71");
- 2.13 So that development might proceed in the Foreshore Precinct the parties must prepare a master plan pursuant to Part 5 of SEPP71 concerning that Precinct ("SEPP 71 MP");
- 2.14 In relation to the Foreshore Precinct the HP Masterplan will be prepared in such a manner that could allow it to be adopted by the Minister as a Plan of Management under the Act ("PoM").
- 2.15 Planning considerations for the Foreshore Precinct include:
- The National and State natural and heritage significance.
 - The National, State, Regional and local importance of:
 - Business, commercial, social, recreational and open space opportunities
 - Indigenous values
 - Provision and maintenance of biodiversity
 - Statutory requirements of the parties

Statutory Requirements of the Parties

- 2.16 Lands is bound by the principles of Crown land Management set forth in Schedule 1;
- 2.17 The Council is bound by its Charter and may perform the service functions given it under the Local Government Act 1993 ("LG Act") set forth in Schedule 2;

General Intention of the Parties

- 2.18 The parties have agreed a Master Plan for the Harbourside Precinct ("HP Master Plan") should be created and that Development Control Plans under the Environmental Planning and Assessment Act 1979 ("DCPs") for part or parts of the land in the HP Master Plan should also be created;
- 2.19 The parties have agreed the realisation of the business, commercial, social, recreational and open space opportunities available in the Foreshore Precinct, would not be achievable in the absence of the Port of Coffs Harbour as a working port in good and useable condition, and that this may clash with the provision and maintenance of biodiversity specifically in that precinct, and the ESD and biodiversity credit principles may need consideration and application.
- 2.20 Council expects to make an appropriate annual contribution to recognise the recreational value of the Foreshore Precinct to persons living in the Council's Area, towards the maintenance and recurring expenses applicable to the landward part or parts of the Foreshore Precinct identified for open space and recreational purposes in HP Master Plan excluding any part of the Port of Coffs Harbour;

2.21 The parties have also agreed the HP Master Plan, the management of the lands in the Foreshore Precinct and the implementation of the HP Master Plan must take properly into account the National, State, Regional and local importance of that precinct and the respective obligations of the parties in relation to that Precinct.

3. DEFINITIONS AND INTERPRETATION

3.1 In this agreement, unless the context or subject-matter otherwise indicates or requires:

Act means the Crown Lands Act 1989;

Area has the same meaning as in the LG Act;

Council means Coffs Harbour City Council or other local government body under the LG Act the Area of which includes the Harbourside Precinct;

DCPs means the Development Control Plans under the Environmental Planning and Assessment Act 1979 to be made in accordance with this agreement;

Development Phase means the period during which preparation and construction works are to be effect in the implementation of the HP Master Plan and management of the resultant developments is required;

Fisheries NSW MOU means a memorandum of understanding between the Council and Fisheries NSW concerning cleaning and removal of sea weed and driftwood from and beach and surfing activities on beaches within the Port of Coffs Harbour;

Foreshore Precinct means that part of the Harbour Precinct that is edged in black on the plan that is annexure "B";

Harbourside Precinct means the part of the Council's Area edged in black on the plan that is annexure "A";

HP Master Plan means the master plan to be created in relation to the Harbourside Precinct in accordance with this agreement;

Initial Phase means the time during which the actions to be taken pursuant to this agreement from this date until the date on which the HP Master Plan and Plan of Management (if required) are made;

Jetty means the wooden jetty and environs on Reserve No 1003728;

Lands means NSW Department of Lands;

LEP means Coffs Harbour City Local Environmental Plan 2000

LG Act means the Local Government Act 1993

MPA means the Marine Park Authority;

Minister means the Minister for Lands or other minister administering the Act from time to time;

PMS means the Project Management Structure specified in Annexure "D" and created by this agreement;

PMT means the Project Management Team part of the PMS;

SPG means the Strategic Planning Group part of the PMS;

PoM means a Plan of Management pursuant to the Act for the Foreshore Precinct (if required);

Port of Coffs Harbour means the lands edged in black on the plan that is annexure "C" including all improvements thereon excluding the marina and buildings on Lot 1 in DP858470, the buildings on Lot 2 in DP855465, excluding the structures of those parts of Lot 2 that formerly comprised Lot 113 in DP258380 and Lot 1 in DP731764, and the Jetty;

SEPP 71 means State Environmental Planning Policy No 71 - Coastal Protection;

SEPP 71 MP means the master plan described in clause 2.13 of the background;

SIMP means the Solitary Island Marine Park;

SIMP MOU means a memorandum of understanding between MPA and the Council concerning cleaning and removal of sea weed and driftwood from and beach and surfing activities on beaches within the Council's Area that are part of the SIMP;

The parties means the NSW Department of Lands and Coffs Harbour City Council.

Western Precinct means the whole of the Harbourside Precinct except the Foreshore Precinct.

- 3.2 In this agreement, unless the context or subject-matter otherwise indicates or requires:
- 3.2.1 A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
 - 3.2.2 The singular includes the plural and vice versa;
 - 3.2.3 A reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
 - 3.2.4 A reference to any gender includes all genders;
 - 3.2.5 A reference to a clause in the preamble, background, a clause in the operative section or a schedule, annexure or exhibit is to a clause in the preamble, background, a clause in the operative section or a schedule, annexure or exhibit of or to this agreement;
 - 3.2.6. The preamble, background, a schedule, an annexure or a description of the parties forms part of this agreement;
 - 3.2.7 A reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;

- 3.2.8 A reference to any party to this agreement or any other document or arrangement includes that party's substitutes, successors and permitted assignees; and
- 3.2.9 Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

4. OPERATIVE PROVISIONS - INITIAL PHASE

- 4.1 The parties mutually agree:

Organisation Structure

- 4.1.1 Each of the PMS, the SPG and PMT are created.
- 4.1.2 The SPG shall meet together in the manner and as often as the members agree and in any event will meet within 10 days of a written request from Lands or the Council. The business of the SPG shall be conducted as the members agree but in any event minutes of the SPG's deliberations must be kept and copies of those minutes must be circulated to members and furnished to Lands and the Council as soon as practicable after each meeting.
- 4.1.3 The PMT shall meet together in the manner and as often as the members agree and in any event will meet as requested by the Project Manager or within 10 days of a written request from Lands or the Council. The business of the PMT shall be conducted as the members agree but in any event the PMT shall observe or take properly into account the decisions and recommendations of the SPG, minutes of the PMT's deliberations must be kept and copies of those minutes must be circulated to members and furnished to the SPG, Lands and the Council as soon as practicable after each meeting.

Process to be Followed

- 4.1.4 The PMT will be in place during the Initial Phase and during that time the PMT will be responsible for:
- 4.1.4.1 the preparation of the draft HP Master Plan, the draft DCP's and drafts of the SEPP 71 MP and the PoM (if required);
- 4.1.4.2 the process of obtaining Lands and Councils approval of each of those drafts; and
- 4.1.4.2 the public consultation processes.
- 4.1.5 Lands and Council will ensure the SPG and PMT:
- 4.1.5.1 identify appropriate land uses within the Harbourside Precinct and for that purpose create a draft HP Master Plan acceptable to both parties;

- 4.1.5.2 obtain all requisite assistance and reports from experts (Lands and Council staff and external consultants) to assist in the preparation of the draft HP Master Plan and to validate its contents;
- Prior to engaging any external consultants the parties are to approve in writing the brief for the work required, and any cost sharing arrangement in relation thereto.
- 4.1.5.3 undertake comprehensive and meaningful consultation with all interested government and local authorities and other stakeholders as to the contents of the draft Masterplan
- 4.1.5.4 in the preparation of the draft HP Master Plan observe:
- 4.1.5.4.1 the advice obtained pursuant to clause 4.1.5.2;
- 4.1.5.4.2 the results of consultations pursuant to clause 4.1.5.3;
- 4.1.5.4.3 the matters set forth in Schedules 1 and 2;
- 4.1.5.4.4 the matters set forth in clause 1.3 of the preamble and in clauses 2.16 and 2.17 of the background and to protect and enhance the natural, cultural, scenic, social, recreational and economic values of the Harbourside Precinct and in particular the Foreshore Precinct are included;
- 4.1.5.5 make and promote applications to Lands and the Council for approval in principle of the draft HP Master Plan;
- 4.1.5.6 once the approvals pursuant to clause 4.1.5.5 have been obtained, prepare draft DCPs to provide more detailed provisions than are contained in the draft Master Plan in respect of a part or parts of the land to which that draft plan applies, and, as well, drafts of the SEPP 71 MP and the PoM (if required) in conformity with the draft HP Master Plan;
- 4.1.5.7 make and promote applications to Lands and the Council for approval in principle of the draft DCPs and draft SEPP 71 MP;
- 4.1.5.8 In accordance with Clause 2.14, and if required for the ongoing management and implementation of the HP Masterplan for the Foreshore Precinct, make and promote an application to Lands for approval of the PoM (if required);
- 4.1.5.9 once the approvals pursuant to clause 4.1.5.7 have been obtained, place the draft Masterplan and the draft DCPs on public exhibition for at least 30 days and invite submission in relation thereto from the public and during such exhibition to inform and otherwise consult comprehensively with the public;
- 4.1.5.10 take submissions from the public and otherwise properly into account in settling the final form of the draft Masterplan and draft DCPs, draft SEPP 71 MP and draft PoM (if required);

- 4.1.5.11 make and promote applications to Lands and Council for approval of the final drafts of the HP Master Plan; DCPs and SEPP 71 MP; and
- 4.1.5.12 if required make and promote an application to Lands for approval of the final draft PoM.
- 4.1.6 Once the final draft drafts of the HP Master Plan; DCPs, SEPP 71 MP and PoM (if required) have been prepared, to take all steps requisite to have each of those documents made, accepted, approved or created as the case requires; and
- 4.1.7 To share the costs incurred pursuant to clause 4.1.5 in the manner set forth in Schedule 3 or as otherwise agreed in writing between the parties.

Support and Resources

- 4.2 The Council agrees:
 - 4.2.1 to employ an appropriately qualified person as Project Manager;
 - 4.2.2 to make other resources available to achieve the objectives of this agreement;
 - 4.2.3 to use its best endeavours to achieve the SIMP MOU;
 - 4.2.4 to use its best endeavours to achieve the Fisheries NSW MOU; and
 - 4.2.5 to take appropriate steps to ensure the LEP and existing Development Control Plans are amended to enable the HP Master Plan to be implemented.
- 4.3 Lands agrees to make resources available to achieve the objectives of this agreement and agrees to co-operate with the Council to identify the necessary studies and information (existing and to be obtained) to determine and support sustainable development for the the Foreshore Precinct, to be incorporated into the Draft HP Masterplan and the Draft DCP's.

5. OPERATIVE PROVISIONS - DEVELOPMENT PHASE

- 5.1 The parties acknowledge the existing management structures for the care, control and management of lands within the Foreshore Precinct and the Port of Coffs Harbour may not be suitable for appropriate implementation of the HP Master Plan as it relates to the Foreshore Precinct and the ongoing effective and efficient management of lands and assets in that precinct. The parties agree to work together during the Initial Phase to identify appropriate management structures and a commercial framework for implementation of the HP Master Plan and Management of the Foreshore Precinct.
- 5.2 The parties recognise existing land tenures in the Foreshore Precinct may cease to be appropriate when the structures described in clause 5.1 are created and agree to co-operate in identifying and creating suitable land reservations and/or land tenures.
- 5.3 The Council agrees to make the contributions described in clause 2.20 of the background.
- 5.4 Lands agrees it will be necessary for the parties to determine the standard of marine infrastructure and sand management at the Port of Coffs Harbour requisite to support the developments proposed in the HP Master Plan and the DCP'S.

5.5 and subject to Clauses 1.2(c), 5.1 and 5.4 Lands agrees it will continue to maintain the Port of Coffs Harbour for its existing uses.

6. OPERATIVE PROVISIONS - GENERAL

6.1 The parties mutually agree:

6.1.1 Nothing in this agreement shall be deemed or construed by the parties or any third party as creating the relationship of partnership or joint venture or the relationship of principal and agent between the parties or between Lands and the Council;

6.1.2 In relation to all matters the subject of this agreement, to act in good faith with transparency;

6.1.3 If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this agreement;

6.1.4 A variation of this agreement must be in writing and signed by the parties;

6.1.5 Each party will do all things and execute all further documents necessary to give full effect to this agreement;

6.1.6 This agreement may be executed in any number of counterparts;

6.1.7 Subject to contrary provision of this agreement, each party will bear its own costs and expenses in relation to the negotiation, preparation, execution, delivery and completion of this agreement and any other related documentation.

6.1.8 This agreement will terminate on 30 June 2007, but may be extended at any time by the mutual agreement of the parties, in writing and signed by the parties.

6.1.9 Either party may terminate this agreement prior to the termination date, by providing one hundred and twenty (120) days written notice to the other party, provided however that such notice cannot be given prior to 30 June 2006.

6.1.10 Following termination of this agreement in accordance with either 6.1.8 or 6.1.9 each party shall continue to be responsible for any cost sharing arrangement in accordance with Schedule 3, or any other cost sharing arrangement that has been agreed to in writing in relation to this agreement.

EXECUTED as an agreement

| | |
|--|------------------------------------|
| <p>SIGNED by the General Manager Crown Lands on behalf of the NSW Department of Lands in the presence of:</p> <p>.....</p> <p>Name:</p> | <p>.....</p> <p>Date / /</p> |
|--|------------------------------------|

| | |
|---|------------------------------------|
| <p>SIGNED by the General Manager on behalf of Coffs Harbour City Council in the presence of:</p> <p>.....</p> <p>Name:</p> | <p>.....</p> <p>Date / /</p> |
|---|------------------------------------|

SCHEDULE 1

Section 11 Crown Lands Act 1989

Principles of Crown Land Management

- (a) that environmental protection principles be observed in relation to the management and administration of Crown land,
- (b) that the natural resources of Crown land (including water, soil, flora, fauna and scenic quality) be conserved wherever possible,
- (c) that public use and enjoyment of appropriate Crown land be encouraged,
- (d) that, where appropriate, multiple use of Crown land be encouraged,
- (e) that, where appropriate, Crown land should be used and managed in such a way that both the land and its resources are sustained in perpetuity, and
- (f) that Crown land be occupied, used, sold, leased, licensed or otherwise dealt with in the best interests of the State consistent with the above principles.

SCHEDULE 2

Extract from the Local Government Act

The Council's charter

A council has the following charter:

- to provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively
- to exercise community leadership
- to exercise its functions in a manner that is consistent with and actively promotes the principles of multiculturalism
- to promote and to provide and plan for the needs of children
- to properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development
- to have regard to the long term and cumulative effects of its decisions
- to bear in mind that it is the custodian and trustee of public assets and to effectively account for and manage the assets for which it is responsible
- to facilitate the involvement of councillors, members of the public, users of facilities and services and council staff in the development, improvement and co-ordination of local government

- to raise funds for local purposes by the fair imposition of rates, charges and fees, by income earned from investments and, when appropriate, by borrowings and grants
- to keep the local community and the State government (and through it, the wider community) informed about its activities
- to ensure that, in the exercise of its regulatory functions, it acts consistently and without bias, particularly where an activity of the council is affected
- to be a responsible employer.

21. Functions under this Act

A council has the functions conferred or imposed on it by or under this Act.

22. Other functions

A council has the functions conferred or imposed on it by or under any other Act or law.

23. Supplementary, incidental and consequential functions

A council may do all such things as are supplemental or incidental to, or consequential on, the exercise of its functions.

24. Provision of goods, services and facilities and carrying out of activities

A council may provide goods, services and facilities, and carry out activities, appropriate to the current and future needs within its local community and of the wider public, subject to this Act, the regulations and any other law.

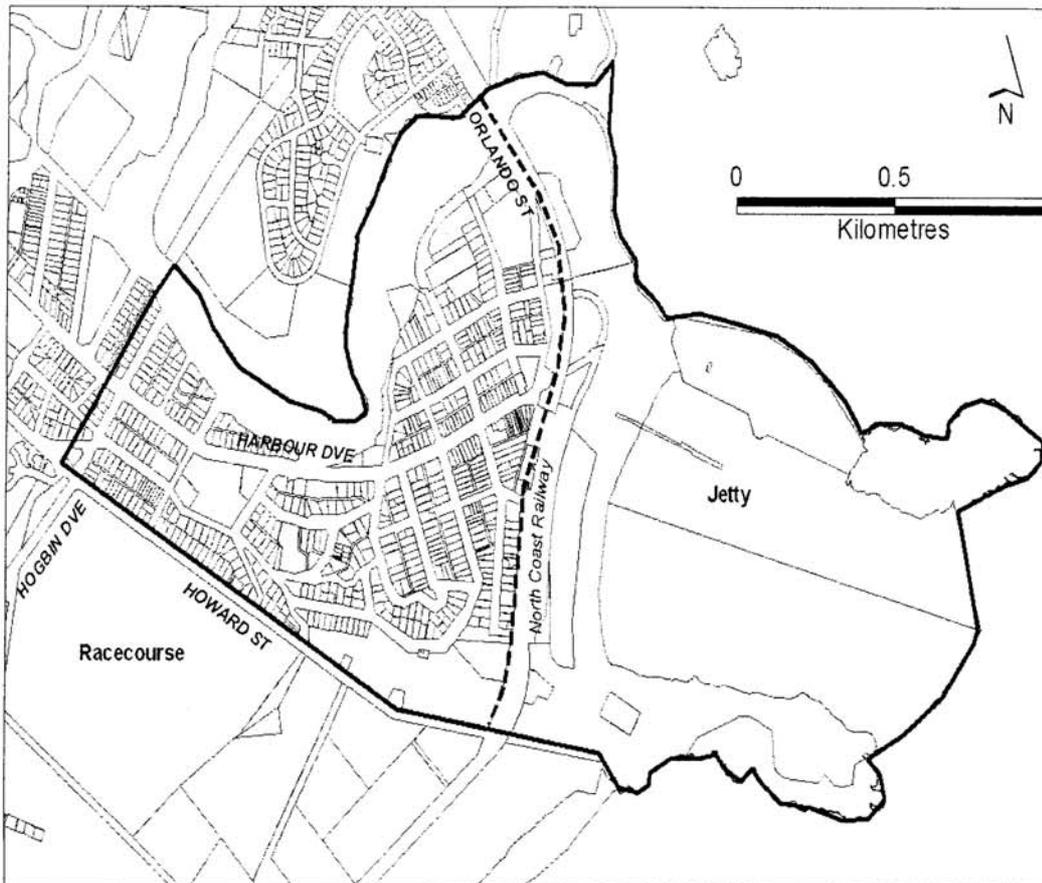
SCHEDULE 3

| | Report or Action | EST COST \$K | Proposed cost sharing | | | |
|---|--|-----------------|-----------------------|----------------------|---------------------|-----------------------------|
| | | | Split CC/DoL | CHCC share \$K | DoL share \$K | Other State funds \$K |
| 1 | Residential Density and Business Activity Assessment | 28 | 50/50 | 14 | 14 | |
| 2 | Coastal Engineering | 42 | 50/50 | 21 | 21 | |
| 3 | Land Survey - Foreshore Precinct | 5 | 50/50 | 2.5 | 2.5 | |
| 4 | Preliminary Convention Centre Study | 20 | 50/0 | 10 | 0 | 10 |
| 5 | Marine Industry Opportunities | 25 | 50/50 | 12.5 | 12.5 | |
| 6 | Public Consultation Costs | 50 | 60/40 | 30 | 20 | |
| 7 | Draft HP Master Plan | 165 | 60/40 | 75 | 50 | 40 |
| 8 | Indigenous cultural themes | 20 | 50/50 | 10 | 10 | |
| | TOTALS | 355 | | 175 | 130 | 50 |
| | | | | | 180 | |

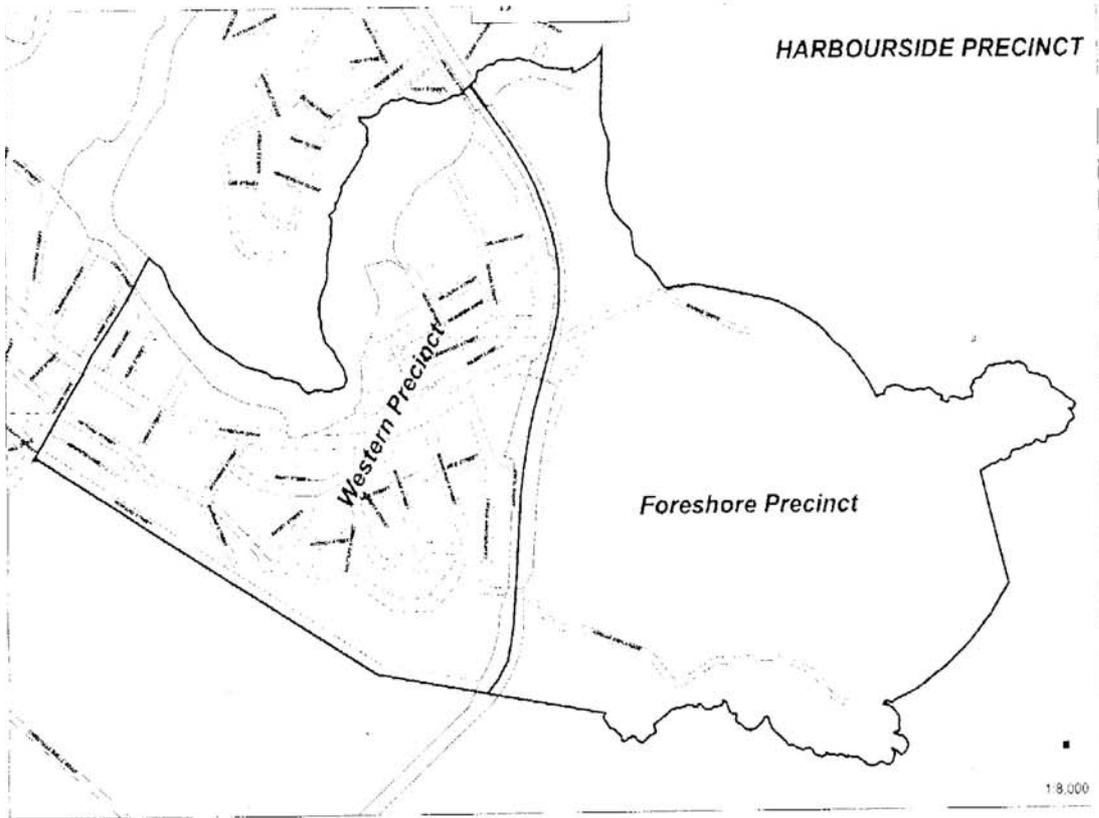
Note:

1. Cost sharing subject to clause 4.1.5.2 where each report will be subject to mutual agreement to the brief, the preferred consultant the cost apportionment prior to commencement.
2. Items 1 and 2 commenced prior to the MOU.

"A"

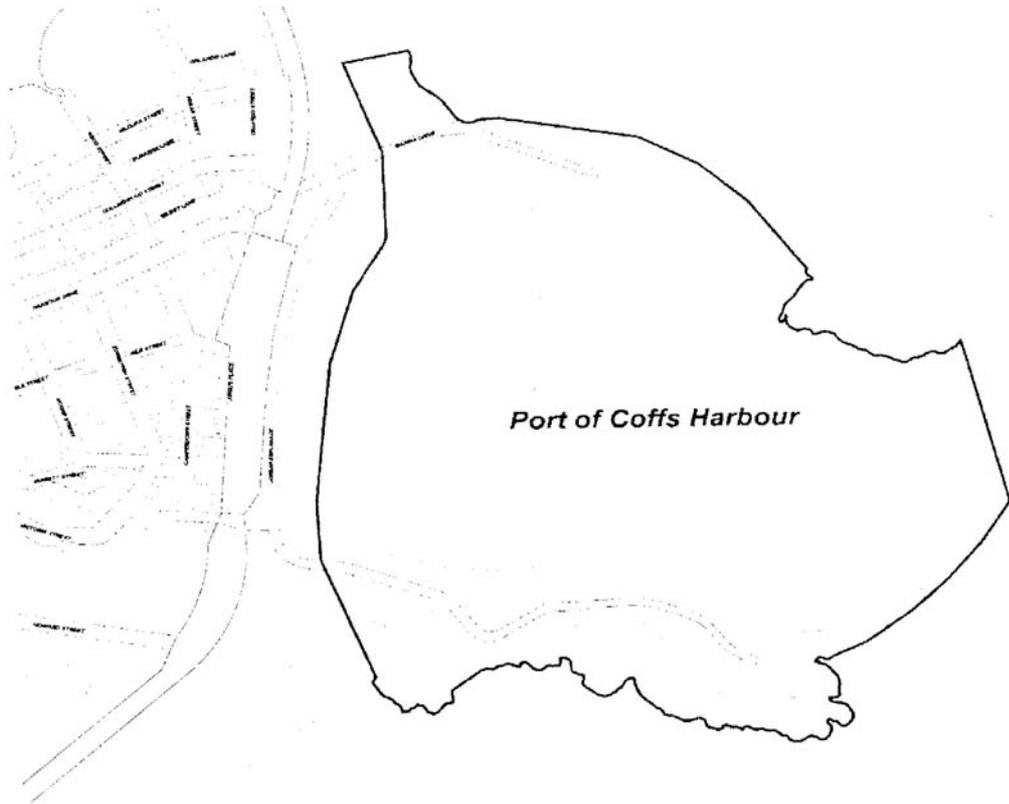


This is the annexure "A" referred to in agreement dated 2005 between the Minister for Lands and Coffs Harbour City Council.



Annexure "B" to agreement dated 2005 between The Minister for Lands and Coffs Harbour City Council

"C"



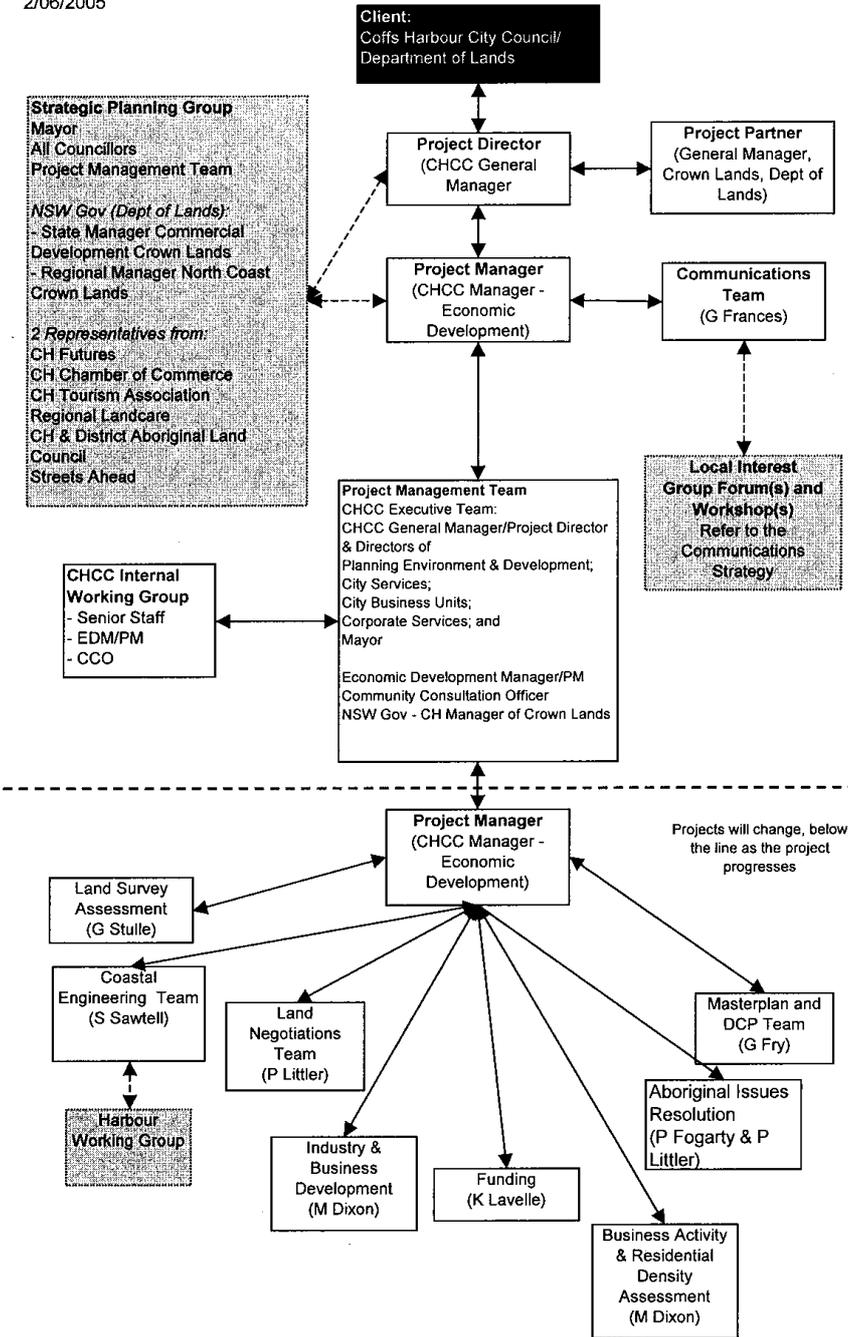
Annexure "C" referred to in agreement dated
for Lands and Coffs Harbour City Council

2005 between the Minister

Annexure "D"

Harbourside Project Management Structure

2/06/2005



Current Land Status and Management Tenure – Foreshore Precinct

| |
|---|
| COFFS HARBOUR CITY COUNCIL |
| Reserve 140093 for Community And Sporting Club Facilities notified 8 December 1995 comprising Lot 1 in DP 714757 and Lot 22 in DP 850150 (Yacht club/Deep Sea Fishing club). Managed by Coffs Coast State Park Trust. Council appointed as Trust Manager. |
| Part Reserve 140102 for Public Recreation and Environmental Protection notified 28 June 1996 comprising Lot 545 in DP 45256, Lot 2 in DP 630934, Lot 206 in DP 739570, Lot 1 in DP 807876 and Lot 21 in DP 850150. Managed by Coffs Coast State Park Trust. Council appointed as Trust Manager. |
| Reserve 1003728 for Port Facilities And Services notified 18 October 2002 comprising Lot 546 in DP 45226 (Jetty). Managed by Coffs Coast State Park Trust. Council appointed as Trust Manager. |
| DEPARTMENT OF LANDS |
| Reserve 140101 for Port Facilities and Service notified 28 June 1996 comprising Lot 543 in DP 45472 (Marina). |
| Unreserved Crown land comprising Lot 547 in DP 45226 and Lot 204 in DP 739570 (Harbour). |
| OTHER |
| Part Reserve 140102 for Public Recreation and Environmental Protection notified 28 June 1996 comprising Lot 1 in DP 740302 and Lot 7056 in DP 752817. Managed by an Administrator – Mr Phil Fogarty (C/- DoL – Coffs Harbour). |

