

DATED 9th of JULY, 2007

**FORSTER TUNCURRY CROWN
HARBOUR PROJECT**

MEMORANDUM OF UNDERSTANDING

NSW DEPARTMENT OF LANDS

AND

GREAT LAKES COUNCIL

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made on 9th day of July, 2007

BETWEEN

THE NSW DEPARTMENT OF LANDS ("Lands") and

GREAT LAKES COUNCIL of Breese Parade, Forster ("Council")

1. PREAMBLE

1.1 Purpose

Lands and Council (the parties) are committed toward the development and implementation of a publicly supported and sustainable Forster/Tuncurry Crown Harbour Masterplan (to be referred to as the "Masterplan") in keeping with the spirit of the NSW State Plan. To guide the preparation and implementation of the plan the parties have agreed to enter into this Memorandum of Understanding (MOU).

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 Forster/Tuncurry Crown Harbour Masterplan for Public Lands in and adjacent to Cape Hawke Harbour and the lower delta of Wallis Lake in accordance with the Principles stated and best practice; and
- b) Adoption and implementation of the Forster/Tuncurry Crown Harbour Masterplan and its subsequent incorporation into the Great Lakes Council Local Environmental Plan (LEP), 1996 or replacing LEP.
- c) Establishment of a business model to achieve financial sustainability of all public lands within Precincts of the Masterplan.

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 public lands in the Precincts.

1.3 Principles

The parties support the following Principles:

- **Stability:** During preparation of the Masterplan it is intended there be no significant and unreasonable changes to the functioning of the current tenure arrangements in its Precincts. This agreement recognises that a different and more sustainable management structure may be appropriate for the implementation of the Masterplan and future management of its Precincts.

- **Competition:** The Masterplan, in its final form, should encourage market participation to support competition and consumer choice in the ongoing development, management and multiple public use in its Precincts.
- **Flexibility:** The Masterplan needs to be flexible and responsive enough to quickly meet the changing needs of the Harbour, Harbour foreshores and adjacent waterfront and beachfront public lands, 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 Masterplan and in the future management of the Precincts, 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 Masterplan, and ongoing development and maintenance activities, that reflect the need for an economic, environmental and socially viable, self-sustaining harbour (and environs) 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 to all Precincts.
- 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, in keeping with the NSW State Plan.
- Council is responsible under the *Local Government Act 1993* for development and sustainable management benefits on behalf of the Forster/Tuncurry 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 *Crown Lands 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 Precincts.

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

1.5 **Llaison**

- The parties will facilitate regular contact between their selected and nominated officers.
- 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 Project, and the operation of this Agreement.

1.6 **Funding**

This Agreement does not commit or bind the parties to fund recommended development of the Precincts in accordance with the adopted Masterplan.

2. **BACKGROUND**

Description of Lands

- 2.1 Lands has identified five (5) Precincts within the Project as shown edged in red in Figure "A". These Precincts are identified as "Forster Beach Precinct", "Tuncurry Beachfront Precinct", "The Harbour Precinct", "The Channel Precinct" and "The Lake Precinct".
- 2.2 Public lands within the Forster Beach Precinct and the Tuncurry Beachfront Precinct are used for commercial, tourism and recreational purposes, is relevantly zoned for those uses by Great Lakes Council Local Environmental Plan 1996 ("LEP"). These Public lands include various Crown Reserves (including some under the management of Great Lakes Council as Trust Manager) and Council/Crown public roads.
- 2.3 Public lands within The Harbour, The Lake and The Channel precincts are used for marine, port, commercial, tourism and recreational purposes and are, in general, relevantly zoned for those uses by the LEP (and Model Provisions). These Public lands comprise the bed of the Cape Hawke Harbour and Wallis Lake (in part) and various Public Reserves (including some under the management of Great Lakes Council as Trust Manager), Crown Lands under tenure (Crown Lands Act 1989), Reserved Crown land, Council owned "community lands" and Council/Crown public roads.
- 2.4 A schedule showing the current regime of Crown land tenures and administration for the Precincts is attached as Annexure "E". It is noted that all Crown lands within the Project Area, including the beds of Cape Hawke Harbour, Wallis Lake and the South Pacific Ocean (ie out to 3 nautical miles) are within the **Great Lakes Regional Crown Reserve (R1011970)**. This Regional Reserve has recently been created to provide for the balanced integrated management of these critical and iconic Crown owned lands in keeping with the Principles of Crown Land Management. This reserve places the Department of Lands as the principal land owner/manager of these iconic public lands. This will ensure the environmental sustainability of the waterway and foreshores reserves balanced with sound development to support State and local tourism, commercial and community needs.
- Other Statutory Interests**
- 2.5 While the waterways within all precincts are Crown land under the management of the Department of Lands they are also areas of interest to the Department of

Primary Industries (NSW Fisheries) for the purposes of the NSW Fisheries Management Act 1994 (including the issue of Aquaculture Leases) and the NSW Maritime Authority for the purposes of the Maritime Services Act 1935, Navigation Act 1901 (including navigation concerns and the issue of Mooring Licences) and marine environment responsibilities under other legislations. Aquaculture Leases and Mooring Licences have issued in both The Lake and The Channel precincts.

Planning Issues

- 2.6 All precincts are within the coastal zone as defined in the Coastal Protection Act 1979. As a consequence attention to State Environmental Planning Policy No 71 - Coastal Protection ("SEPP 71") is required.
- 2.7 To better manage development opportunities and include overall participation the parties should prepare a plan, to be referred to as a Masterplan, to guide future planning, public consultation, LEP amendments/DCPs
- 2.8 Planning considerations for Precincts 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

- 2.9 Lands is bound by the Principles of Crown Land Management set forth in Schedule 1;
- 2.10 The Council is bound by its Charter and may perform the service and functions given to it under the Local Government Act 1993 ("LG Act") Schedule 2; and through the Environmental Planning and Assessment Act 1979 (as amended).

General Intention of the Parties

- 2.11 The parties have agreed a Masterplan 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 Masterplan should also be created;
- 2.12 The parties have agreed the realisation of the business, commercial, tourism, social, recreational and open space opportunities available in the Precincts, would not be achievable in the absence of Cape Hawke Harbour operating as a working port and providing the operational focus for such uses and opportunities, 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.
- 2.13 Council (including in its role as a Crown Reserve Trust Manager) expects to make an appropriate annual contribution to recognise the recreational value of the precincts to persons living in the Council's Area, towards the maintenance and recurring expenses applicable to the part or parts of the precincts identified for open space and recreational purposes in Masterplan.
- 2.14 The parties have also agreed the Masterplan, the management of the lands in the precincts and the implementation of the Masterplan must take properly into account the National, State, Regional and local importance of the precincts and the respective obligations of the parties in relation to those precincts.

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;

Cape Hawke Harbour for the purposes of this Project is limited to the port area from the entrance to the Forster Tuncurry vehicular bridge. *(NB This interpretation may not coincide with the historical boundaries of the harbour)* \

Council means Great Lakes Council or other local government body under the LG Act;

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 Masterplan and management of the resultant developments is required;

EP&A Act means the Environmental Planning and Assessment Act 1979 and relates to Great Lakes Council's roles and responsibilities in respect of that legislation.

Masterplan means the plan to be created in relation to the Forster/Tuncurry Crown Harbour Project 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 Masterplan and Plan of Management (if required) are made;

Lands means NSW Department of Lands (Crown Lands Division);

LEP means Great Lakes Council's Local Environmental Plan 1996

LG Act means the Local Government Act 1993

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;

Precinct is specific to the five (5) identified Project Area Precincts as shown in Annexure "A" ie Forster Beach Precinct, Tuncurry Beachfront Precinct, The Harbour Precinct, The Lake Precinct and The Channel Precinct.

Project Concepts means a set of conceptual plans identifying concepts, improvements and development opportunities to be exhibited to the community,

stakeholders and potential industry partners and will underpin the production of the draft Masterplan

Public lands means Crown Reserved Lands, Crown lands held under tenure, Crown Roads and Council owned or vested lands (including Council Public Roads)

SPG means the Strategic Planning Group part of the PMS. This Group has a Principal Group which is integrated in with the overall SPG

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

Forster/Tuncurry Crown Harbour Project means the *public land* within the land edged in red on the plan that is Annexure "A" including all improvements on included public lands

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

The parties means the NSW Department of Lands and Great Lakes Council.

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 A reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;

3.2.3. The preamble, background, a schedule, an annexure or a description of the parties forms part of this agreement;

3.2.4 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;

3.2.5 A reference to any party to this agreement or any other document or arrangement includes that party's substitutes, successors and permitted assignees; and

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 Working Group 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 Working Group shall be conducted as the members agree but in any event minutes of the SPG Working Group deliberations must be kept.

4.1.3 The Full SGP 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 of the SPG Working Group, Lands or the Council. The business of the Full SPG shall be

conducted as the members agree but in any event the Full SPG shall observe or take properly into account the decisions and recommendations of the Full SPG, minutes of the Full SPG's deliberations must be kept and copies of those minutes must be circulated to members and furnished to the Full SPG, Lands and the Council as soon as practicable after each meeting.

- 4.1.4 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 Project Concepts, draft Masterplan, draft LEP amendments and draft DCP(s)
- 4.1.4.2 the process of obtaining Lands and Councils approval of the Project Concepts and each of those drafts; and 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 Project Precincts and for that purpose create Project Concepts and a draft Masterplan 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 Project Concepts and draft Masterplan 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 Project Concepts and draft Masterplan
- 4.1.5.4 **In the preparation of the Project Concepts and draft Masterplan 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 2.12 and 2.13 of the background and to protect and enhance the natural, cultural, scenic, social, recreational, tourism and economic values of the Project's Precincts.

- 4.1.5.5 make and promote applications to Lands and the Council for approval in principle of the Project Concepts and Masterplan;
- 4.1.5.6.1 once approval pursuant to clause 4.1.5.5, relative to the Project Concepts, have been obtained, place the Project Concepts 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.
- 4.1.5.6.2 take submissions from the public (and otherwise) properly into account in settling the final form of the draft Masterplan.
- 4.1.5.6.3 once approvals pursuant to Clause 4.1.5.5, relative to the draft Masterplan, have been obtained and following action in 4.1.5.6.2 prepare draft DCPs to provide more detailed provisions than are contained in the draft Masterplan in respect of a part or parts of the land to which that draft plan applies and the PoM (if required) in conformity with the draft Masterplan;
- 4.1.5.7 make and promote applications to Lands and the Council for approval in principle of the draft DCPs;
- 4.1.5.8 In accordance with Clause 2.10, and if required for the ongoing management and implementation of the Masterplan for the Project's Precincts, 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 PoM (if required);
- 4.1.5.11 make and promote applications to Lands and Council for approval of the final drafts of the Masterplan and DCPs
- 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 drafts of the Masterplan; DCPs and PoM (if required) have been prepared, take all steps 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 provide assistance to the Project Manager
 - 4.2.2 to make resources available to achieve the objectives of this agreement; and
 - 4.2.3 to take appropriate steps to ensure the LEP and existing Development Control Plans are amended to enable the Masterplan to be implemented.

4.3 Lands agrees :

- 4.3.1 to make available an appropriate person as Project Manager
- 4.3.2 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 to be incorporated into the Project Concepts, Draft Masterplan and Draft DCP's.

5. OPERATIVE PROVISIONS - DEVELOPMENT PHASE

- 5.1.1 The parties acknowledge the existing management structures for the care, control and management of public lands within all precincts and that this may not be suitable for appropriate implementation of the Masterplan and the ongoing effective and efficient management of lands and assets. The parties agree to work together during the Initial Phase to identify appropriate management structures and a commercial framework for implementation of the Masterplan and management of the Project's precincts.
- 5.1.2 The parties acknowledge that any change in the management structure shall ensure appropriate offsets to provide a balance and a nett community benefit to the permanent residents of Forster/Tuncurry and that communities tourism market.
- 5.1.3 The parties acknowledge that any past and present contributions by Great Lakes Council (both in its role as a local Council and as a respected Crown Reserve Trust Manager) and the Department of Lands (through its Public Reserves Management Fund assistance, Crown Tenures management and Minor Ports Program) to infrastructure, improvements and services be highlighted and acknowledged in any Strategy identified through the Project that seek to vary current management arrangements.
- 5.2 The parties recognise existing land tenures in the Project's precincts 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 2.13 of the Background.
- 5.4 Lands agrees it will be necessary for the parties to determine the standard of marine infrastructure and marine sand management to support the developments proposed in the Masterplan 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 infrastructure within the Project precincts for its existing uses in partnership with its current lessees
- 5.6 while Council will continue to maintain maritime and land based infrastructure for existing uses for which it holds management as Reserve Trust Manager and/or Licensee.

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.
- 6.1.8 This agreement will terminate on 30th June 2010, 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 sixty (60) days written notice to the other party. However, each party continues to be bound to the cost sharing arrangement for any consultancy or contract incomplete at the time, or any outstanding expense owing at the time, due to the Project until settlement of that consultancy or contract and payment of that expense, in accordance with Schedule 3 or any other cost sharing arrangement that has already been agreed to in writing in relation to this agreement.

EXECUTED as an agreement

<p>SIGNED by the General Manager Crown Lands Division on behalf of the NSW Department of Lands in the presence of:</p> <p><i>Tony Kelly</i></p> <p>.....</p> <p>Name: Tony Kelly, MLC Minister for Lands</p>	<p><i>[Signature]</i></p> <p>.....</p> <p>Date <i>9/17/07</i></p>
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<p>SIGNED by the General Manager on behalf of Great Lakes Council in the presence of:</p> <p><i>Tony Kelly</i></p> <p>.....</p>	<p><i>[Signature]</i></p> <p>.....</p> <p>Date <i>9/17/07</i></p>
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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.

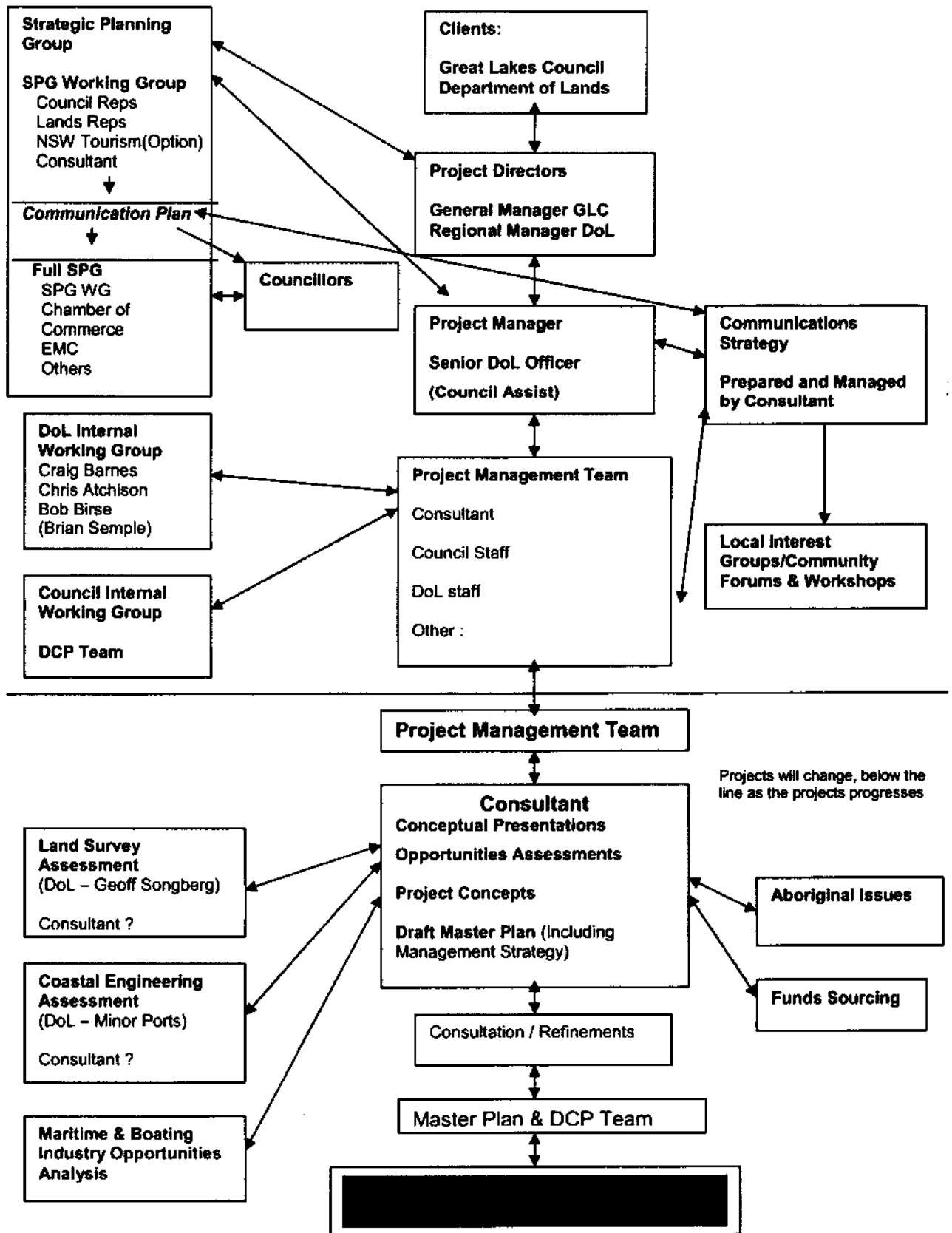
SCHEDULE 3 (see Note 2 below)

	Report or Action	EST COST \$K	Proposed cost sharing			
			Split	share \$K	\$K	Other State funds \$K
1	Project Area and Precincts Opportunities Assessment (including Tourism, Commercial, Business, Recreation, Residential, Maritime Industry, Urban Development Strategy, North Tuncurry and Oyster Industry). Base Concepts.	Part \$150	50/50			
2	Coastal Engineering (if required)	Part \$150	50/50			
3	Land Survey – Precinct surveys (if required)	Lands				
4	Planning Strategies - Marine Industry, Commercial/Tourism, Recreation and CBD support	Part \$150	50/50			
5	Feasibility Analysis and Management Strategy	\$20	50/50			
6	Public Consultation Costs	\$20	50/50			
7	Project Concepts	Part \$150	50/50			
8	Draft Master Plan	Part \$150	50/50			
9	Draft DCPs, SEPP 71 MP and PoM	Council/ Part \$150	(50/50)			
10	Adoption/Approvals					
	(Legal)	\$10	50/50			
	TOTAL	\$200				

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 and the cost apportionment prior to commencement.
2. The above table provides estimates only. The principle of the MOU is a 50/50 sharing of costs by the parties with Council's financial contribution capped at a maximum contribution of \$100,000.

PROJECT MANAGEMENT STRUCTURE



Forster Tuncurry Crown Harbour Project Schedule of Reserves			
Reserve	Purpose/Related Tenure	Management	Precinct
86904	Public Recreation	Tuncurry Beach Recreation Reserve Trust	Tuncurry Beachfront / The Harbour
86531	Public Recreation	Tuncurry Caravan Park Reserve Trust	Tuncurry Beachfront / The Harbour
37212	Harbour Improvements & Public Recreation	Great Lakes Council	The Harbour
52463	Wharf Site	Lands	The Harbour
87183	Public Recreation	Great Lakes Council	The Harbour
69457	Access	Lands	The Harbour
69455	Access & Wharfage	Lands	The Harbour
69453	Site for Beacon	Lands	The Harbour
83697	Public Recreation (PO 168309, 168361)	John Wright Park Recreation Reserve Trust	The Harbour
79681	Public Recreation	Forster Caravan Park Reserve Trust	The Harbour
88846	Public Recreation	Point Road Reserve Trust	The Lake
83711	Preservation of Native Flora and Public Recreation	Tern Island Reserve Trust	The Lake
83712	Future Public Requirements	Lands	The Lake
88335	Public Recreation	Ohmas Bay Recreation Reserve Trust	The Lake
54990	Preservation of Native Flora	Tuncurry Preservation of Native Flora Reserve Trust	The Lake
82545	Public Recreation	Miles Island Recreation Reserve Trust	The Lake
97642	Preservation of Native Flora and Fauna, Public Recreation	Great Lakes Council	The Lake
82893	Future Public Requirements	Lands	The Lake
81663	Public Recreation	Forster Public Recreation Reserve Trust	The Channel
74201	Public Baths, Public Recreation	Forster Reserve Trust	The Channel
79681	Public Recreation	Forster Caravan Park Reserve Trust	Forster Beach
1011970	Access Public Requirements Tourism Purposes and Environmental and Heritage Conservation	Lands Great Lakes Regional Crown Reserve	All



Forster Tuncurry Crown Harbour Project Schedule of Tenures				
Tenure	Adjoins. Reserve	Holder	Purpose	Precinct
Permissive Occupancy 168059	37212 62463 69457 83697	Wallis Lake Fish Co-op	Berthing Area and Slipway	The Harbour
Licence 309775	69453, 69455 69457	Wallis Lake Fish Co-op	Business Purposes, (Fish Processing, Berthing Area & Wharf)	The Harbour
Licence 187654	Ray St	Great Lakes Council	Jetty	The Harbour
Permissive Occupancy 148379	52463	Wallis Lake Fish Co-op	Fuel Storage & Bowsers	The Harbour
PO 168361	83697	Great Lakes Council	Moorings	The Harbour
Licence 311612	88846	J Duggan (Action Divers)	Berthing Area & Wharf	The Lake
Lease 192016	88846	Peguba Pty Ltd (Boatland Marine)	Business Purposes	The Lake
Licence 308071	88846	Peguba Pty Ltd (Boatland Marine)	Berthing Area	The Lake
PO 10667	Point Road	Wallis Lake Fish Co-op	Moorings	The Lake
Licence 316541	Point Road	MW & EA Sciacca Pty Ltd	Oyster Storage	The Lake
Licence 316017	Point Road	MW & EA Sciacca Pty Ltd	Oyster Processing & Reclamation	The Lake
LS 113075	Point Road	Verdich, Barclay, Cliff Oysters P/L, Point Road Oyster Farmers Inc.	Oyster Processing & Reclamation	The Lake
Licence 82440	97462	Snowden, Degioia & Stein	Oyster Storage Area	The Lake
Licence 301525	82893	Moxham	Oyster Storage Area	The Lake
Licence 164729	82893	Leitch	Oyster Storage Area, Jetty & Depuration Site	The Lake
Licence 184928	--	Graham Barclay Oysters Pty Ltd	Oyster Storage Area	The Channel
Lease 195433	--	Graham Barclay	Oyster Depuration/Processing, Storage and Parking	The Channel
PO 103250	81663	Ravell	Building & Jetty	The Channel
LS 146710	81663	W & M Wayte (Blue Peter Boatshed)	Boatshed & Jetty	The Channel
Lease 327050 Licence 316189	81663	Lee (Forster Marina)	Commercial Marina Boatshed, Berthing Area, Deck and Jetty	The Channel

Licence 191946	81663	Coombes	Boatshed & Jetty	The Channel
Licence 318790	81663	Pratten (Paradise Marina)	Commercial Boatshed, Jetty & Pontoon	The Channel
Licence 314365	81663	Pratten (Paradise Marina)	Pontoon and Mooring Area	The Channel
Lease 329135	81663	Malakou (Tikki Boatshed)	Commercial Boatshed & Jetty	The Channel
Lease 377640	81663	Heiniger (Aussie Boatshed)	Commercial Boatshed	The Channel
Lease 354847 (form. LS 162883)	81663	Watson (No. 1 Boatshed)	Commercial Boatshed	The Channel
Licence 380788	81663	Watson (No. 1 Boatshed)	Berthing Area	The Channel
LS 107065	81663	Hankin (Red Spot)	Boatshed & Jetty	The Channel
PO 145900	81663	Hankin (Red Spot)	Berthing Area & Jetty	The Channel
LS 84107	Memorial Dr	Hunter (Fish. Wharf)	Boatshed & Jetty	The Channel
LS 144858	Memorial Dr	Coombe (Amaroo Cruises)	Jetty	The Channel
Licence 316508	81663	Great Lakes Council	Deck, Pontoon & Walkway	The Channel



Figure A

