

# Albury-Wodonga Development Act 1974 No 47

[1974-47]



New South Wales

## Status Information

### Currency of version

Repealed version for 1 January 2000 to 29 February 2004 (accessed 13 December 2024 at 1:09)

Legislation on this site is usually updated within 3 working days after a change to the legislation.

### Provisions in force

The provisions displayed in this version of the legislation have all commenced.

### Notes—

- **Repeal**

The Act was repealed by the [Albury-Wodonga Development Repeal Act 2000 No 18](#), sec 4 with effect from 1.3.2004.

### Authorisation

This version of the legislation is compiled and maintained in a database of legislation by the Parliamentary Counsel's Office and published on the NSW legislation website, and is certified as the form of that legislation that is correct under section 45C of the [Interpretation Act 1987](#).

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# Albury-Wodonga Development Act 1974 No 47



New South Wales

## Contents

<b>Long title</b> .....	5
<b>Part 1 Preliminary</b> .....	5
1 Name of Act .....	5
2 Commencement .....	5
3 (Repealed) .....	5
4 Definitions .....	5
<b>Part 2 Approval of Agreements</b> .....	7
5 Approval of Agreement .....	7
5A Approval of Amendment Agreement (No 1) .....	7
5B Approval and execution of Amendment Agreement (No 2) .....	7
<b>Part 3 Constitution of the Albury-Wodonga (New South Wales) Corporation</b> .....	7
6 The Corporation .....	8
7 Membership of the Corporation .....	8
7A Chief executive officer .....	9
8 Corporation to comply with Agreement and directions of Ministerial Council .....	9
<b>Part 4 Functions of the Corporation</b> .....	9
9 General functions of the Corporation .....	9
10 Acquisition of land .....	11
11 Application of the Public Works Act 1912 .....	11

12 Disposal of land .....	11
13 Dedication of land .....	11
14 Covenants in leases.....	12
15 Corporation to comply with building standards .....	13
16 Corporation may enter into contracts.....	13
17 Corporation may enter into arrangement with other public authorities .....	13
18 Arrangements as to use of officers or facilities by Corporation .....	14
19 Consultation and negotiation .....	14
20 Council functions may be transferred to the Corporation .....	14

## **Part 5 Provisions respecting the development Corporation and other matters**

.....	15
21 Development Corporation to exercise functions under Agreement.....	15
22 Development Corporation may carry out investigations and studies etc .....	15
23 (Repealed) .....	15
24 Arrangements between Corporation and Development Corporation .....	16
25 Designated areas.....	16
26 Arrangements between the Governor and the Governor-General with regard to officers and employees .....	16

## **Part 6 Finance** .....

27 Financial year of the Corporation.....	17
28 (Repealed) .....	17
29 Surplus funds.....	17
30 Investment .....	17
31, 32 (Repealed) .....	17

## **Part 7 General** .....

33 Powers of public authorities.....	17
34 Disputes between the Corporation and a council .....	17
35 (Repealed) .....	18
36 Misuse of information .....	18
37 Disclosure of interest.....	20
38 Proceedings at meetings confidential.....	22

39 Delegation .....	22
40 Annual report.....	23
41 Service of process .....	23
42 Authentication of process .....	23
43 Proceedings for offences .....	24
44 Recovery of money .....	24
45 Regulations.....	24
46 Savings and transitional provisions .....	24
<b>Schedule 1 Albury-Wodonga area development Agreement .....</b>	<b>24</b>
<b>Schedule 1A Albury-Wodonga Area Development Agreement Amendment Agreement (No 1)</b> .....	<b>44</b>
<b>Schedule 1B Albury-Wodonga Area Development Agreement Amendment Agreement (No 2)</b> .....	<b>49</b>
<b>Schedule 2 Provisions relating to the constitution and procedure of the Corporation</b> .....	<b>56</b>
<b>Schedule 3 (Repealed) .....</b>	<b>62</b>
<b>Schedule 3A Savings and transitional provisions .....</b>	<b>62</b>
<b>Schedules 4, 5 (Repealed) .....</b>	<b>64</b>

# Albury-Wodonga Development Act 1974 No 47



New South Wales

An Act relating to the growth and development of the Albury Area; to approve an Agreement between the Commonwealth and the States of New South Wales and Victoria in relation to the Albury-Wodonga Area; to constitute the Albury-Wodonga (New South Wales) Corporation; to confer and impose certain functions on that Corporation and on the Albury-Wodonga Development Corporation established under the law of the Commonwealth; to validate certain matters; and for purposes connected therewith.

## Part 1 Preliminary

### 1 Name of Act

This Act may be cited as the *Albury-Wodonga Development Act 1974*.

### 2 Commencement

- (1) This section and section 1 shall commence on the date of assent to this Act.
- (2) Sections 21, 22, 23 and 24 shall commence on:
  - (a) where the day on which a notice under section 8 of the *Albury-Wodonga Development Act 1973* of the Parliament of the Commonwealth is published in the Australian Government Gazette that declares this Act to be complementary to that Act and the appointed day are the same day—that day, or
  - (b) in any other case—on the appointed day or on the day on which that notice is so published, whichever is the later.
- (3) Except as provided in subsections (1) and (2), this Act shall commence on such day as may be appointed by the Governor in respect thereof and as may be notified by proclamation published in the Gazette.

### 3 (Repealed)

### 4 Definitions

- (1) In this Act, except in so far as the context or subject-matter otherwise indicates or requires:

**Agreement** means the Agreement referred to in section 5, as amended by the Agreements referred to in sections 5A and 5B.

**Albury Area** means such part of the Albury-Wodonga Area as is within the State of New South Wales.

**Albury-Wodonga Area** has the meaning ascribed to **the Area** in the Agreement.

**appointed day** means the day appointed and notified under section 2 (3).

**appointed member** means a member other than the chief executive officer.

**building** includes any structure or any part thereof.

**chairperson** means the chairperson of the Corporation.

**chief executive officer** means the chief executive officer of the Corporation.

**Corporation** means the Albury-Wodonga (New South Wales) Corporation constituted by this Act.

**council** has the same meaning as it has in the [Local Government Act 1993](#).

**Department** means the Department of Planning.

**deputy chairperson** means a deputy chairperson of the Corporation.

**designated area** means an area of land in respect of which a declaration under section 25 is for the time being in force.

**Development Corporation** means the Albury-Wodonga Development Corporation established by the [Albury-Wodonga Development Act 1973](#) of the Parliament of the Commonwealth.

**environmental planning instrument** means an environmental planning instrument within the meaning of the [Environmental Planning and Assessment Act 1979](#).

**growth complex** means the growth complex referred to in the Agreement.

**local government area** has the same meaning as **area** has in the [Local Government Act 1993](#).

**member** means a member of the Corporation.

**Ministerial Council** means the Ministerial Council referred to in the Agreement.

**officer of the Corporation** means the chief executive officer or a person in respect of whom an arrangement under section 18 is for the time being in force.

**public authority** means any public or local authority constituted by or under an Act

other than this Act.

**regulations** means regulations made under this Act.

(2) In this Act:

- (a) a reference to a function includes a reference to a responsibility, power, authority and duty, and
- (b) a reference to the exercise of a function includes, where the function is a responsibility or duty, a reference to the carrying out or performance of the responsibility or duty.

## **Part 2 Approval of Agreements**

### **5 Approval of Agreement**

- (1) The Albury-Wodonga Area Development Agreement, a copy of which is set out in Schedule 1, is approved.
- (2) The execution of the Agreement referred to in subsection (1) by the Honourable Sir Robert Askin for and on behalf of the State of New South Wales is ratified.

### **5A Approval of Amendment Agreement (No 1)**

- (1) The Albury-Wodonga Area Development Agreement Amendment Agreement (No 1), a copy of which is set out in Schedule 1A, is approved.
- (2) The execution of the Agreement referred to in subsection (1) by the Honourable Neville Kenneth Wran for and on behalf of the State of New South Wales is ratified.

### **5B Approval and execution of Amendment Agreement (No 2)**

- (1) The Parliament authorises the Premier of New South Wales to execute, after the commencement of this section, on behalf of the State an agreement that is substantially in the form of agreement set out in Schedule 1B, or ratifies the execution by the Premier of such an agreement on behalf of the State before that commencement.
- (2) If (whether before or after the commencement of this section) an agreement that is substantially in accordance with the form of agreement set out in Schedule 1B has been or is executed by the Commonwealth and the States of New South Wales and Victoria, the Parliament approves the agreement.

## **Part 3 Constitution of the Albury-Wodonga (New South Wales)**

## **Corporation**

### **6 The Corporation**

- (1) There is hereby constituted a corporation under the corporate name “Albury-Wodonga (New South Wales) Corporation”.
- (2) For the purposes of any Act, the Corporation shall be deemed to be a statutory body representing the Crown.
- (3) The Corporation shall have and may exercise and discharge the functions conferred or imposed on it:
  - (a) by or under this or any other Act, or
  - (b) by an Act or part of an Act of the Parliament of the Commonwealth or of Victoria, being an Act or part for the time being declared under subsection (4) to be an enactment to which this subsection applies.
- (4) Where it appears to the Minister that an Act of the Parliament of the Commonwealth or of Victoria, or part of such an Act, confers or imposes a function on the Corporation, the Minister may, if the Minister thinks fit, by order published in the Gazette, declare that Act or that part of that Act, as the case may be, to be an enactment to which subsection (3) applies.

### **7 Membership of the Corporation**

- (1) The Corporation is to consist of 8 members of whom 7 are to be appointed members and the other is to be the chief executive officer.
- (2) Of the appointed members:
  - (a) one is to be the chairperson of the Corporation, appointed on the recommendation of the Minister, and
  - (b) one is to be a deputy chairperson of the Corporation appointed on the recommendation of the Victorian Minister, and
  - (c) one is to be a deputy chairperson of the Corporation appointed on the recommendation of the Australian Minister, and
  - (d) one is to be a person appointed on the recommendation of the Minister, with the concurrence of the Australian Minister, from a group of persons nominated on a basis to be determined from time to time by the Ministerial Council, and
  - (e) one is to be a person appointed on the recommendation of the Minister, with the concurrence of the Australian Minister, from the Council of the City of Albury, and
  - (f) one is to be a person appointed on the recommendations of the Minister and the



Victorian Minister, with the concurrence of the Australian Minister, from a group of persons nominated on a basis to be determined from time to time by the Ministerial Council, and

(g) the other is to be a person appointed on the recommendations of the Minister and the Victorian Minister, with the concurrence of the Australian Minister, from the Council of the Rural City of Wodonga.

- (3) The appointed members are to be appointed by the Governor.
- (4) The chairperson is in all respects subject to the control and direction of the Minister in the exercise of the chairperson's functions.
- (5) The person who is the chief executive officer of the Development Corporation is, by virtue of holding that office, the chief executive officer of the Corporation.
- (6) Schedule 2 has effect with respect to the constitution and procedure of the Corporation.

#### **7A Chief executive officer**

- (1) The chief executive officer is responsible for the day-to-day management of the affairs of the Corporation, subject to and in accordance with any directions of the Corporation.
- (2) The chief executive officer ceases to hold office as such if the person concerned ceases to be the chief executive officer of the Development Corporation.

#### **8 Corporation to comply with Agreement and directions of Ministerial Council**

The Corporation shall comply with:

- (a) the provisions of the Agreement, and
- (b) any directions given to it by the Ministerial Council with respect to the exercise of its functions.

### **Part 4 Functions of the Corporation**

#### **9 General functions of the Corporation**

- (1) Subject to this Act, the Corporation is charged with acquiring and managing land for the purposes of the growth complex and encouraging and assisting development in designated areas.
- (2) Without affecting the generality of subsection (1), the Corporation may:
  - (a) cause surveys to be made, and plans of survey to be prepared, in relation to any land vested in the Corporation,

- (b) by notification published in the Gazette, with the approval of the Minister, close or realign any public road, or part thereof, within or adjoining or in the vicinity or for the purposes of the growth complex,
  - (c) demolish, or cause to be demolished, any building within or adjoining or in the vicinity of the growth complex of which it has exclusive possession,
  - (d) provide, or arrange, on such terms and conditions as may be agreed upon, for the location or relocation of, utility services within or adjoining or in the vicinity of the growth complex,
  - (e) set apart land as sites for buildings or works or for religious, charitable or municipal purposes,
  - (f) subdivide and re-subdivide land, and consolidate subdivided or re-subdivided land, vested in the Corporation,
  - (g) set out and construct roads on land vested in the Corporation,
  - (h) erect, alter, repair and renovate buildings on and make other improvements to land vested in the Corporation or on any other land with the consent of the person in whom it is vested,
  - (i) cause any work to be done on or in relation to any land vested in the Corporation, or on any other land with the consent of the person in whom it is vested, for the purpose of rendering it fit to be used for any purpose for which it may be used under any environmental planning instrument applying to the land, and
  - (j) without affecting the generality of the foregoing provisions of this subsection, do all things, whether of the same or of a different kind or nature, necessary or desirable for the management and servicing of the growth complex in accordance with the Corporation's functions.
- (3) Notwithstanding anything in any Act, upon the publication, pursuant to subsection (2) (b), of a notification closing a public road or part thereof, the estate or interest therein of any person or public authority shall vest in the Corporation, freed and discharged from any trusts affecting it immediately before that publication and freed and discharged from any rights of the public or any person thereto as a public road or highway.
- (4) The Corporation must comply with any comprehensive forward plan that has been approved by the Ministerial Council.
- (5) In subsection (4), **comprehensive forward plan** means a comprehensive forward plan prepared by the Development Corporation for the development of the growth complex.

## **10 Acquisition of land**

Without affecting the generality of section 9, the Corporation may, for the purposes of the growth complex, acquire land (including an interest in land) by agreement or by compulsory process in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991*, being:

- (a) land within designated areas,
- (b) land outside designated areas which the Corporation considers should be made available in the public interest for any purpose of the growth complex,
- (c) land of which that proposed to be acquired under this Act forms part, or
- (d) land adjoining or in the vicinity of any land proposed to be acquired under this Act.

## **11 Application of the *Public Works Act 1912***

- (1) For the purposes of the *Public Works Act 1912*, any acquisition of land under section 10 is taken to be for an authorised work and the Corporation is, in relation to that authorised work, taken to be the Constructing Authority.
- (2) Sections 34, 35, 36 and 37 of the *Public Works Act 1912* do not apply in relation to works constructed under this Act.

## **12 Disposal of land**

- (1) The Corporation may, with the approval of the Minister and subject to such terms and conditions as the Minister may attach to the approval, sell, lease, exchange or otherwise deal with or dispose of land vested in the Corporation, and may, with the like approval and subject to the like terms and conditions, grant easements or rights-of-way over that land or any part thereof.
- (2) Notwithstanding subsection (1), the approval of the Minister shall not be required for a lease of land by the Corporation for a term which is less than three years.

## **13 Dedication of land**

- (1) The Corporation may, by notification published in the Gazette, declare that it proposes to surrender to Her Majesty land described or referred to in the notification to be dedicated for any public purpose specified in the notification or, if so specified in the notification, as a public road.
- (2) Upon the surrender of land described or referred to in a notification published pursuant to subsection (1), the land so described or referred to shall be Crown land reserved from sale or lease generally and, upon revocation of the reservation, may be dedicated under the *Crown Lands Act 1989* for the public purpose specified in the notification or, as the case may require, under section 12 of the *Roads Act 1993* as a

public road.

- (3) The Corporation may, in a notification published pursuant to subsection (1), limit the description of, or reference to, land to a specified depth below the surface thereof and, where such a description or reference is so limited, subsection (2) does not apply to or in respect of land below the depth so specified.

#### **14 Covenants in leases**

- (1) Subject to this section, where the lease of any land set apart as the site for a building under section 9 (2) (e) (in this section referred to as **the building site**) contains a covenant on the part of the lessee not to commence the erection of a building on the building site, or any work preparatory or incidental thereto, without the written consent of the Corporation:
- (a) the Corporation may give its consent upon the application of a person entitled to apply to a council for its approval to the erection of a building on the building site, and
  - (b) the Corporation may impose conditions in giving its consent.
- (2) The Corporation shall not give a consent pursuant to subsection (1) unless:
- (a) the application therefor is accompanied by such plans and specifications of the building in respect of which the consent is sought, and such other information in respect of that building, as may be prescribed or as the Corporation may require, and
  - (b) the application therefor and the accompanying plans and specifications and other information disclose that the building in all respects will be in conformity with the environmental planning instrument that applies to or in respect of the building site and with the proposals of the Corporation as to:
    - (i) the use to which the building will be put,
    - (ii) the height and general external design and appearance of the building,
    - (iii) the area of the building site to be covered by the building, and
    - (iv) the situation of the building in relation to the boundaries of the building site.
- (3) Where a covenant, condition or stipulation in a lease granted by the Corporation excludes, or is inconsistent with the operation of a provision of an Act passed before or after the appointed day, being a provision whereby, but for this subsection:
- (a) a right would be conferred, or an obligation imposed, on a lessor or lessee, or
  - (b) a covenant, condition or stipulation would be implied, or be deemed to be included, in the lease,

the provision shall not to the extent of the exclusion or inconsistency, but subject to any express provision of the lease, operate in respect of the lease.

### **15 Corporation to comply with building standards**

- (1) Except in so far as the regulations specify different building standards applicable to the Corporation, the Corporation shall comply with the provisions of the Building Code of Australia, as adopted by the *Local Government (Approvals) Regulation 1993*, any other requirements of that Regulation and any other applicable regulations made for the purposes of Chapter 7 of the *Local Government Act 1993*.
- (2) Where the regulations specify building standards, as referred to in subsection (1), the Corporation shall comply with those standards.
- (3) The Ministerial Council may, in a particular case, exempt the Corporation from compliance with subsection (1) or (2).

### **16 Corporation may enter into contracts**

- (1) The Corporation may make and enter into contracts with any person for the carrying out of works or the performance of services or the supply of goods or materials in connection with the exercise or discharge by the Corporation of its functions.
- (2) A contract under this section may provide for:
  - (a) the whole or part of any works to be undertaken by the Corporation,
  - (b) the whole or any part of the cost of any works to be paid by the Corporation,
  - (c) a loan to be made by the Corporation to meet the whole or any part of the cost of any works, or
  - (d) the Corporation to pay the costs of providing any services during a specified period.
- (3) A contract under this section shall be deemed for the purposes of the *Constitution Act 1902* to be a contract for or on account of the Public Service of New South Wales.

### **17 Corporation may enter into arrangement with other public authorities**

- (1) The Corporation may enter into an arrangement or agreement with any public authority constituted under the law of New South Wales, of Victoria or of the Commonwealth whereby:
  - (a) that public authority shall act as agent of the Corporation for the purposes of this Act, or
  - (b) the Corporation shall act as agent of that public authority for the purposes of this Act,

on such terms and conditions as are agreed upon between the Corporation and the public authority.

(2) (Repealed)

### **18 Arrangements as to use of officers or facilities by Corporation**

- (1) For the purpose of exercising and discharging its functions, the Corporation may, with the approval of the Minister and of the Department concerned, and on such terms as may be arranged, make use of the services of any officers or employees or the facilities of any Government Department.
- (2) For the like purpose, the Corporation may, with the approval of the Minister and of the public authority, Department or statutory body concerned, and on such terms as may be arranged, make use of the services of any officers, employees or servants or the facilities of any public authority, Government Department of the Commonwealth or of Victoria or statutory body constituted by any Act of the Parliament of the Commonwealth or Victoria.

### **19 Consultation and negotiation**

In the exercise and discharge of its functions, the Corporation shall, as far as practicable:

- (a) consult with public authorities whose functions include those of the same or a similar nature, and
- (b) negotiate with any such authorities for the purpose of arranging or providing services and facilities in the growth complex.

### **20 Council functions may be transferred to the Corporation**

- (1) The Corporation may request a council, the local government area, or part of the local government area, of which is in a designated area, to agree to transfer all or any of its functions under the [Local Government Act 1993](#) (other than its powers to borrow money under Part 12 of Chapter 15 of that Act) in relation to that designated area to the Corporation for a specified period.
- (2) Notwithstanding anything in any Act, the council is hereby authorised and empowered to enter into an agreement under this section and may do or suffer anything necessary or expedient for carrying any such agreement into effect.
- (3) An agreement under this section operates so as to transfer to the Corporation, in accordance with that agreement, the functions referred to therein.
- (4) Where the Corporation requests a council to enter into an agreement under this section and the council refuses or fails within a reasonable time to do so, or where the Corporation and the council fail to agree upon the terms of the agreement, the Corporation or the council may refer the matter to the Minister for Local Government.

- (5) The Minister for Local Government may refer the matter to the Governor, who may determine the terms which are to apply between the parties.
- (6) The terms determined under subsection (5) shall be deemed to be an agreement entered into by the Corporation and the council.
- (7) Where a council transfers its powers to make and levy rates in a designated area to the Corporation, it may be a condition of the agreement that the council receive from the Corporation financial assistance to compensate the council for adverse financial effects on the council created by the acquisition of land in the council's local government area by the Corporation.
- (8) The provisions of the *Local Government Act 1993*, with such adaptations as are necessary, apply to and in relation to the exercise of functions transferred to the Corporation under this section as if the Corporation were a council and the designated area formed part of that council's local government area.
- (9) While the Corporation has any function transferred to it by a council under this section, the council does not have the function and is not under any obligation in relation thereto.

## **Part 5 Provisions respecting the development Corporation and other matters**

### **21 Development Corporation to exercise functions under Agreement**

For the purpose only of giving effect to the Agreement, the Development Corporation may:

- (a) do in the State of New South Wales all such acts, matters and things as the Agreement permits or requires the Development Corporation to do, and
- (b) exercise in the State of New South Wales all such functions as may be necessary to enable the provisions of the Agreement to be carried out in their entirety.

### **22 Development Corporation may carry out investigations and studies etc**

Without limiting section 21, the Development Corporation may:

- (a) carry out investigations and studies, and
- (b) consult with authorities and bodies that are responsible for environmental planning within the Albury-Wodonga Area on any environmental planning matter, and
- (c) advise those authorities and bodies with respect to regional planning issues.

### **23 (Repealed)**

## **24 Arrangements between Corporation and Development Corporation**

The Corporation shall, at the request of the Development Corporation, enter into an arrangement or arrangements with the Development Corporation providing for the Development Corporation to carry out or to make provision with respect to the carrying out of works (including the erection, alteration, repair and renovation of buildings and the provision of services) on land vested in or under the control of the Corporation in a designated area or on land vested in the Corporation outside a designated area or of works which the Corporation has undertaken or is empowered to carry out pursuant to an agreement with a public authority.

## **25 Designated areas**

- (1) The Governor may:
  - (a) by proclamation published in the Gazette, declare any area of land wholly within the Albury Area and specified or described therein to be a designated area, and
  - (b) if the Governor thinks fit, specify in that declaration the name by which that area is to be known,for the purposes of this Act and the Agreement.
- (2) A declaration under subsection (1) shall be made only with the prior approval of the Governor-General and the Governor of the State of Victoria.
- (3) A reference in subsection (2) to:
  - (a) the Governor-General is a reference to the person referred to in clause 3 (6) (a) of the Agreement, and
  - (b) the Governor of the State of Victoria is a reference to the person referred to in clause 3 (6) (c) of the Agreement.
- (4) A declaration under subsection (1) may be revoked, amended or varied by proclamation published in the Gazette.

## **26 Arrangements between the Governor and the Governor-General with regard to officers and employees**

- (1) The Governor may enter into an arrangement with the Governor-General making available the services of officers or employees of the Public Service or of a public authority (other than a council) to the Development Corporation.
- (2) Any such arrangement may provide for the rate of payment to be made by the Development Corporation for the services performed by the officer or employee and any other matters which may require to be adjusted with regard to the performance of those services by the officer or employee.



## **Part 6 Finance**

### **27 Financial year of the Corporation**

The financial year of the Corporation shall be:

- (a) where no period is prescribed as referred to in paragraph (b)—the year commencing on 1 July, or
- (b) the period prescribed for the purposes of this section.

### **28 (Repealed)**

### **29 Surplus funds**

The Treasurer may at any time require the Corporation to pay from accumulated funds to the credit of the Consolidated Revenue Fund such amounts as the Treasurer may determine and notify to the Corporation as being surplus to the requirements of the Corporation from time to time.

### **30 Investment**

The Corporation may invest money held by it in Government securities of the Commonwealth or of the State of New South Wales or in any securities guaranteed by the Government of that State, or on call or on fixed deposit, or partly on call and partly on fixed deposit, with the Treasurer or with any bank, building society or credit union or in such other securities as the Governor approves or as are prescribed.

### **31, 32 (Repealed)**

## **Part 7 General**

### **33 Powers of public authorities**

Notwithstanding anything in any other Act, any public authority is hereby authorised and empowered to enter into agreements for the purposes of this Act with the Corporation or the Development Corporation and may do or suffer anything necessary or expedient for carrying any such agreement into effect.

### **34 Disputes between the Corporation and a council**

- (1) If any difference, whether arising out of the construction of this Act or not, arises between the Corporation and a council, with respect to the carrying out of the provisions of this Act or with respect to the exercise of the Corporation's functions or privileges, the Corporation or the council may submit the difference to the Minister, who may make an inquiry or may refer the matter for inquiry to a person appointed by the Minister.
- (2) The Minister, after consultation with the Minister for Local Government, may

thereupon make such order as in the public interest and in the circumstances of the case may seem just and equitable, and by the order may direct the payment of any costs and expenses incidental to the conduct of the inquiry.

- (3) Any such order may, upon the application of the Minister, the Corporation or the council, by leave of the Supreme Court, be enforced in the same manner as a judgment or order of the Supreme Court to the same effect.
- (4) If any such difference arises between the Corporation and any Government Department, the parties to the dispute may mutually agree to submit the matter in dispute to the Minister, and in any such case the provisions of this section shall apply to the settlement of the dispute as if the dispute were between the Corporation and a council.

### **35 (Repealed)**

### **36 Misuse of information**

- (1) Where, through association with the Corporation, a person has knowledge of specific information relating to proposals made, or to be made, by the Corporation in respect of the use and development of land and that information is not generally known but, if generally known, might reasonably be expected to affect materially the market price of that land, the person is guilty of an offence against this Act if the person:
  - (a) deals, directly or indirectly, in that land for the purpose of gaining a personal advantage by the use of that information, or
  - (b) divulges that information for the purpose of enabling another person to gain an advantage by using that information to deal, directly or indirectly, in that land,and is liable to a penalty not exceeding 20 penalty units.
- (2) Where, through association with the Corporation, a person is in a position to influence proposals made, or to be made, by the Corporation in respect of the use and development of land and does influence the proposals by securing the inclusion or alteration of any matter in, or the exclusion or omission of any matter from, the proposals, the person is guilty of an offence against this Act if:
  - (a) the person does so for the purpose of gaining a personal advantage, or
  - (b) the person does so for the purpose of enabling another person to gain an advantage,and is liable to a penalty not exceeding 20 penalty units.
- (3) Where:
  - (a) an offence under subsection (1) is committed and an advantage, referred to in

that subsection, is gained from any dealing in land to which the offence relates, or

- (b) an offence under subsection (2) is committed and an advantage, referred to in that subsection, is gained from any dealing in land which would not have been gained if the proposals concerned had not been influenced,

any person who gained that advantage is, whether or not any person has been prosecuted for or convicted of an offence under subsection (1) or (2), as the case may be, liable to another person for the amount of any loss incurred by that other person by reason of the gaining of that advantage.

- (4) Where a loss referred to in subsection (3) is incurred by reason of an advantage gained from a dealing in land, the amount of the loss is the difference between the price at which the dealing was effected and:
- (a) in the case of any dealing to which subsection (1) relates, the price that, in the opinion of the court before which it is sought to recover the amount of the loss, would have been the market price of the land at the time of the dealing if the specific information used to gain that advantage had been generally known at that time, or
- (b) in any case to which subsection (2) relates, the price that, in the opinion of the court before which it is sought to recover the amount of the loss, would have been the market price of the land at the time of the dealing if the proposals concerned had not been influenced.
- (5) An action to recover a loss or profit, referred to in subsection (3), may not be brought after the expiration of five years next succeeding the dealing in land to which the transaction relates.
- (6) For the purposes of this section, a person is associated with the Corporation:
- (a) if the person is a member or officer of the Corporation or a person appointed to a committee or a sub-committee of the Corporation,
- (b) if the person is employed in a Government department administering this Act,
- (c) (Repealed)
- (d) if the person is a councillor or an employee of a council,
- (e) if the person acts or has acted as a banker, solicitor, auditor or professional adviser or in any other capacity for the Corporation, any such Government department or a council, or
- (f) where the person, so associated by virtue of paragraph (e), is a body corporate, if the person is a director, manager or secretary of that body corporate.

### **37 Disclosure of interest**

- (1) If a member, or a member of a committee or sub-committee of the Corporation, has any direct or indirect pecuniary interest in any contract made or proposed to be made by the Corporation or in any other matter in which the Corporation is concerned and is present at a meeting of the Corporation or of any committee or sub-committee of the Corporation at which the contract, proposed contract or other matter is being considered, the member shall as soon as practicable declare the member's interest and leave the room until discussion of and voting on the contract, proposed contract or matter has concluded.
- (2) A member of the Corporation, committee or sub-committee may not vote on any question arising at a meeting of the Corporation, committee or sub-committee in which the member has a direct or indirect pecuniary interest as referred to in subsection (1), and the vote of any member so interested shall be disallowed.
- (3) A person who fails to comply with or contravenes the provisions of subsection (1) or (2) is, unless the person proves that the person did not know:
  - (a) that the person had a pecuniary interest in the contract, proposed contract or other matter, or
  - (b) that a contract, proposed contract or other matter in which the person had a pecuniary interest was the subject of consideration at the meeting,guilty of an offence and liable to a penalty not exceeding 5 penalty units.
- (4) For the purposes of this section, a person shall be deemed to have an indirect pecuniary interest in a contract, proposed contract or other matter if:
  - (a) the person or any nominee of the person is a member of a company or other body with which the contract is made or is proposed to be made or which has a direct or indirect pecuniary interest in the other matter under consideration, or
  - (b) the person is a partner of, or is in the employment of, a person with whom the contract is made or is proposed to be made or who has a direct or indirect pecuniary interest in the other matter under consideration.
- (5) For the purposes of this section, a person shall be deemed not to have a direct or indirect pecuniary interest in a contract, proposed contract or other matter so far as the interest which that person has in the contract, proposed contract or other matter:
  - (a) arises by reason only of the fact that that person is a member of a council, a ratepayer to the Corporation or a consumer of gas, electricity or water supplied to the person by the Corporation in like manner and subject to the like conditions as are applicable in the case of persons who are not members of the Corporation, committee or sub-committee, or

- (b) relates to the terms on which the right to participate in any service, including the supply of goods, is offered to the public.
- (6) In the case of married persons living together, the interest of one spouse shall, if known to the other, be deemed for the purposes of this section to be also an interest of the other spouse.
- (7) A general notice given in writing to the prescribed officer of the Corporation by a member referred to in subsection (1) to the effect that the member or the member's spouse is a member of, or in the employment of, a specified company or other body, or that the member or the member's spouse is a partner of, or in the employment of, a specified person, shall, unless and until the notice is withdrawn, be deemed to be a sufficient declaration of the member's interest in any contract made or proposed to be made with, or in any other matter relating to, that company or other body or person which may be the subject of consideration after the date of the notice.
- (8) The prescribed officer of the Corporation shall record in a book to be kept for the purpose particulars of any declaration made under subsection (1) and of any notice given under subsection (7) and the book shall be open at all reasonable hours to the inspection of any person on payment of such fees as may be determined by the Corporation from time to time.
- (9) The Minister may, subject to such conditions as the Minister may think fit to impose, remove any disability from taking part in any consideration or discussion or of voting on any question imposed by subsection (1) or (2) in any case in which the number of members of the Corporation or a committee or sub-committee of the Corporation so disabled at any one time would be so great a proportion of the whole as to impede the transaction of business.
- (10) The power of the Minister under subsection (9) to remove any disability imposed by subsection (1) or (2) includes power to remove, either indefinitely or for any specified period, any such disability which would otherwise attach to a member or class of members by reason of such interests, and in respect of such matters, as may be specified by the Minister.
- (11) Nothing in this section precludes any person from taking part in the consideration or discussion of, or voting on:
- (a) any question whether the amount payable for goods or services previously supplied or provided under any contract should be paid from the funds of the Corporation, or
  - (b) any question whether an application should be made to the Minister for the exercise of the power conferred on the Minister by subsection (9).
- (12) Notwithstanding anything to the contrary in subsection (4):

- (a) that subsection does not apply to membership of or employment under any council or any statutory body or any other body prescribed by the regulations to be a statutory body for the purposes of this paragraph, and
- (b) a member of a company or other body shall not, by reason only of that membership, be deemed to have an indirect pecuniary interest in a contract, proposed contract or other matter if the member does not have a beneficial interest in any shares of that company or other body.

- (13) Where a member of the Corporation or of a committee or sub-committee of the Corporation is deemed to have an indirect pecuniary interest in any contract, proposed contract or other matter and would not be so deemed but for the fact that the member has a beneficial interest in shares of a company or other body, then if the total nominal value of those shares does not exceed \$1,000 or 1/100th of the total nominal value of the issued share capital of the company or other body (whichever is the less), so much of subsections (1) and (2) as precludes the member from taking part in the consideration or discussion of, or voting on, any question with respect to the contract, proposed contract or other matter does not apply to the member.
- (14) Where the share capital of a company or other body is of more than one class, subsection (13) does not apply if the total nominal value of all the shares of any one class in which a member of the Corporation or of a committee or sub-committee of the Corporation has a beneficial interest exceeds 1/100th of the total nominal value of the issued share capital of that class of the company or other body.
- (15) In this section, **shares** includes stock.

### **38 Proceedings at meetings confidential**

A person shall not, unless the Corporation otherwise determines, disclose any information with respect to the business discussed at any meeting of the Corporation or of a committee or of a sub-committee of the Corporation.

Maximum penalty: 20 penalty units.

### **39 Delegation**

- (1) The Corporation may, by instrument in writing under seal, delegate to a member or officer of the Corporation the exercise or performance of such of the Corporation's functions (other than this power of delegation) as may be specified in the instrument of delegation, and may, by such an instrument, revoke wholly or in part any such delegation.
- (2) A function, the exercise or performance of which has been delegated under this section, may, while the delegation remains unrevoked, be exercised or performed from time to time in accordance with the terms of the delegation.

- (3) A delegation under this section may be made subject to such conditions or such limitations as to the exercise of any of the functions delegated, or as to time or circumstance, as may be specified in the instrument of delegation.
- (4) Notwithstanding any delegation under this section, the Corporation may continue to exercise all or any of the functions delegated.
- (5) Any act or thing done or suffered by a delegate while acting in the exercise of a delegation under this section shall have the same force and effect as if the act or thing had been done or suffered by the Corporation and shall be deemed to have been done or suffered by the Corporation.
- (6) An instrument purporting to be signed by a delegate of the Corporation in the capacity as such a delegate shall in all courts and before all persons acting judicially be received in evidence as if it were an instrument executed by the Corporation under seal and, until the contrary is proved, shall be deemed to be an instrument signed by a delegate of the Corporation under this section.

#### **40 Annual report**

- (1) The Corporation shall, as soon as practicable after the thirtieth day of June in each year, prepare and forward to the Minister a report of its work and activities for the twelve months preceding that day.
- (1A) Such a report may be prepared so that it forms part of a report jointly prepared by the Corporation, the Development Corporation and the Albury-Wodonga (Victoria) Corporation.
- (2) The Minister shall lay the report, or cause it to be laid, before each House of Parliament as soon as practicable after the receipt by the Minister of the report.

#### **41 Service of process**

Any notice, summons, writ or other proceeding to be served on the Corporation may be served:

- (a) by being left, or
  - (b) in the case of a notice, by posting it addressed to the Corporation,
- at its office or, if it has more than one office, at one of its offices.

#### **42 Authentication of process**

Every summons, process, demand, order, notice, statement, direction or document requiring authentication by the Corporation may be sufficiently authenticated without the seal of the Corporation if signed by an executive member.

### **43 Proceedings for offences**

- (1) Any penalty imposed by this Act or the regulations may be recovered in a summary manner before a Local Court constituted by a Magistrate sitting alone.
- (2) Where the penalty is a daily penalty it may be recovered either under a separate information or complaint for each day or under an information or complaint for the sum of the daily penalties.

### **44 Recovery of money**

Any charge, fee or money due to the Corporation may be recovered as a debt or liquidated demand in a court of competent jurisdiction.

### **45 Regulations**

- (1) The Governor may make regulations, not inconsistent with this Act, for or with respect to any matter that by this Act is required or permitted to be prescribed or that is necessary or convenient to be prescribed for carrying out or giving effect to this Act and, in particular, for or with respect to:
  - (a) forms including forms of lease for use for the purposes of this Act, and
  - (b) the payment of fees and travelling and out-of-pocket expenses to members of committees or sub-committees of the Corporation for attending meetings, transacting business of the committees or sub-committees and making inspections for the purposes of this Act.
- (2) Regulations may be made so as to apply differently according to such factors as may be specified in the regulations.
- (3) A regulation may:
  - (a) impose a penalty for any breach thereof and also distinct penalties in case of successive breaches thereof but no such penalty shall exceed 1 penalty unit, and
  - (b) impose also a daily penalty for any continuing breach thereof not exceeding 0.1 penalty unit per day.

### **46 Savings and transitional provisions**

Schedule 3A has effect.

## **Schedule 1 Albury-Wodonga area development Agreement**

(Section 5)

Preamble

### **PART I—GENERAL**



Clause 1—Definitions

Clause 2—Commencement

Clause 3—Albury-Wodonga Area

#### PART II—ORGANIZATION

Clause 4—Ministerial Council

Clause 5—Development Corporation

Clause 6—Staff of Development Corporation

Clause 7—State Corporations

Clause 8—Consultative Council

#### PART III—DEVELOPMENT PLAN AND GENERAL FINANCIAL ARRANGEMENTS

Clause 9—Development Plan and Financial Programme

Clause 10—Operating Expenses of Development Corporation

Clause 11—Accounts of Corporations

Clause 12—Revenue and Repayment of Loans

#### PART IV—RESPONSIBILITY FOR ASSETS

Clause 13—Responsibility of Corporations for Sites and Buildings

23 October 1973

AN AGREEMENT (to be called the ‘Albury-Wodonga Area Development Agreement’) made this twenty-third day of October One thousand nine hundred and seventy-three BETWEEN THE COMMONWEALTH OF AUSTRALIA of the first part, THE STATE OF NEW SOUTH WALES of the second part and THE STATE OF VICTORIA of the third part.

WHEREAS the Australian, New South Wales and Victorian Governments have agreed that a new growth complex should be developed, as a joint project, in the Albury-Wodonga Area and that amenities and services should be provided to foster and serve that growth complex;

AND WHEREAS the intentions of the three Governments are:

- that a development corporation will bring about in the Area, by the development of the growth complex, the creation of a city with a high quality of environment, appropriately planned and developed having full regard to human requirements and the involvement of the public, and
- that that development corporation will involve, as far as possible the established Australian, State and Local Government authorities in the development of the growth complex:

NOW IT IS HEREBY AGREED by and between the parties to this agreement as follows:

#### PART I GENERAL

—  
**1. Definitions**

In this agreement, unless the contrary intention appears:

‘Approved Albury-Wodonga Development Plan’ means a plan approved by the Ministerial Council in accordance with sub-clause (6) of clause 9 hereof;

‘Approved Financial Programme’ means a financial programme approved by the Ministerial Council in accordance with sub-clause (6) of clause 9 hereof;

‘Australia’ means the Commonwealth of Australia, and ‘Australian’ is used in a corresponding sense;

‘designated area’ means a designated area the boundaries of which are declared pursuant to sub-clause (4) of clause 3 hereof;

‘financial year’ means a period of twelve months ending on the thirtieth day of June;

‘land’ includes an interest in land;

‘State Act’ means the Act of Parliament of the State of New South Wales or the Parliament of the State of Victoria approving this agreement and, if amended, includes each of those Acts as amended and ‘State Acts’ means both such Acts;

‘State Corporation’ means the Albury-Wodonga (New South Wales) Corporation or the Albury-Wodonga (Victoria) Corporation referred to in clause 7 hereof and includes any corporation succeeding either of those corporations and ‘State Corporations’ means both those corporations including any of their successors;

‘State Minister’ means the New South Wales Minister or the Victorian Minister who is a member of the Ministerial Council;

‘the Area’ means the Albury-Wodonga Area defined in clause 3 hereof;

‘the Australian Act’ means the Act of the Australian Parliament approving this agreement and includes that Act as amended;

‘the Australian Minister’ means the Australian Minister who is a member of the Ministerial Council;

‘the Development Corporation’ means the Albury-Wodonga Development Corporation constituted by the Australian Act and includes any corporation succeeding that corporation;

‘the growth complex’ means the integrated urban complex to be developed by the extension of existing urban areas of Albury and Wodonga and the creation of new urban area within the Area;

‘the Ministerial Council’ means the Ministerial Council provided for in clause 4 hereof.

## **2. Commencement**

### **(1)**

This agreement, other than this sub-clause and sub-clauses (2), (5) and (6) of this clause, shall have no force or effect and shall not be binding on any of the parties hereto unless and until it is approved by the respective Parliaments of Australia, the State of New South Wales and the State of Victoria, but upon being so approved by those Parliaments, it shall be of full force and effect and binding on the parties.

**(2)**

The Australian, New South Wales and Victorian Governments will submit this agreement for approval to their respective Parliaments as soon as practicable after the date of this agreement.

**(3)**

(a) Australia shall:

- (i) provide for the execution by it of its obligations;
- (ii) secure the execution by the Development Corporation of its obligations:  
arising pursuant to this agreement.

(b) Each of the States shall:

- (i) provide for the execution by it of its obligations;
- (ii) secure the execution by the State Corporation constituted by legislation of the State of its obligations:  
arising pursuant to this agreement.

**(4)**

Each party hereto undertakes to use its best endeavours to secure, as a joint project, the development of the growth complex in the Area in accordance with the intentions of the three Governments expressed in the preamble hereto and from time to time to submit legislation and to take administrative action appropriate to enable the achievement of that purpose.

**(5)**

The Australian Government agrees to include in the legislation submitted to the Australian Parliament for the approval of this agreement provisions:

- (a) constituting the Development Corporation and conferring on it, for the purposes of Australia, functions and powers appropriate to the purposes of this agreement;
- (b) covering the exercise of the functions and powers of the Development Corporation and the discharge of its obligations under this agreement;
- (c) covering the staff of the Development Corporation, its accounts and reports and other appropriate incidental matters.

**(6)**

The Government of each of the States agrees to include in the legislation submitted to the Parliament of the State for the approval of this agreement provisions in such form as will enable the Development Corporation in accordance with this agreement:

- (a) to consult with planning authorities and to carry out investigations and to prepare non-statutory plans for the purpose of co-ordinated planning in the Area;
- (b) to prepare, to supervise and to carry out statutory planning schemes and orders in the

designated areas within the State; and

- (c) to carry out and to supervise development (including construction) in that part of the Area within the State:

for the purpose of giving effect to this agreement.

### **3. Albury-Wodonga area**

#### **(1)**

For the purposes of this agreement, the Albury-Wodonga Area means an area of land in the State of New South Wales and the State of Victoria approximately five thousand (5 000) square kilometres in total extent contained within the boundaries set out in subclause (2) of this clause.

#### **(2)**

The boundaries referred to in sub-clause (1) of this clause are lines commencing and running as follows:

- commencing at the intersection of the Western boundary of the Shire of Chiltern and the boundary of the States of Victoria and New South Wales, thence Southerly by the Western boundaries of the Shires of Chiltern and Beechworth and Easterly by the Southern boundary of the last mentioned Shire to its junction with the Shires of Myrtleford and Yackandandah, thence Easterly in a direct line to the most Southerly corner of Crown Allotment 5, Section 13, Parish of Dederang
- thence Northerly by the Western boundary of Crown Allotment 5, a line across a Government road and the Western boundary of Crown Allotment 4 thence Westerly and Northerly by a Southern and Western boundary of Crown Allotment 2 thence Northerly along a line to House Creek
- thence generally Easterly and North-easterly by House Creek to the Western boundary of Crown Allotment 6, Section B, thence Northerly, North-easterly and Northerly by the Western boundaries of Crown Allotment 6 and Crown Allotment 5, Section B, and a line across a Government road to the Northern boundary of the Parish of Dederang, thence by that boundary South-easterly, Northerly, Easterly, South-easterly, North-easterly and Easterly to the Kiewa River
- thence further Northerly by the Kiewa River to a point in line with the Southern boundary of Crown Allotment 7, Section M, Parish of Gundowring, thence Easterly by a line across a river reserve and Crown Land and along the Southern boundaries of Crown Allotment 7, and across a Government road, Crown Allotment 8, Crown Allotment 8a and a further line across a Government road
- thence Easterly, Southerly and Easterly along the Southern boundary of Crown Allotment 4 and continuing Easterly to the Eastern boundary of the Shire of Yackandandah, thence Northerly by that boundary to the Southern boundary of the Parish of Bolga
- thence generally Easterly by that Parish boundary to the Mitta Mitta River
- thence Northerly by the Mitta Mitta River to the Southern boundary of the Parish of Bullioh,

thence generally Easterly and Northerly by the Southern and Eastern boundaries of the Parishes of Bullioh and Bungil to the most Northerly boundary of the last named Parish and thence Westerly by that boundary to the boundary between the States of Victoria and New South Wales

- thence North-westerly by the States' boundary to a point in line with the Eastern boundary of the Parish of Wagra, County of Goulburn thence generally Northerly by a line to the boundary of that Parish
- thence generally Northerly and North-westerly by part of the boundary of that Parish to its intersection with the most Eastern boundary of the Parish of Mullanjandra
- thence by part of the boundary of that Parish generally Northerly, North-westerly and South-westerly to its intersection with the generally North-eastern boundary of the Parish of Yambla
- thence by that boundary generally North-westerly to its intersection with the generally Eastern boundary of the Parish of Gerogery
- thence by part of that boundary generally Northerly to its intersection with the generally Southern boundary of the Parish of Castlestead, County of Hume
- thence generally Northerly and Westerly by the generally Eastern and Northern boundaries of that Parish to the North-western corner of Portion 115 being also a point on the generally Northern boundary of the Shire of Hume
- thence by part of the boundary of that Shire generally South-westerly to its intersection with the generally Eastern boundary of the Parish of Burrumbuttock
- thence generally Westerly by the generally Northern boundary of that Parish to the South-west corner of Portion 88 Parish of Hindmarsh, County of Hume
- thence by part of that boundary of that Shire of Hume generally North-westerly to its Northernmost intersection with the generally Northern boundary of the Parish of Goombargana
- thence by part of that boundary of that Parish generally South-westerly and Southerly to its intersection with the generally Northern boundary of the Parish of Richmond
- thence Southerly by part of the most Western boundary of the aforesaid Shire of Hume to its intersection with the generally Southern boundary of the Parish of Richmond
- thence by part of that boundary of that Parish generally Easterly to its intersection with the generally Western boundary of the aforesaid Shire of Hume
- thence by part of that boundary of that Shire generally Southerly to its intersection with the Northernmost boundary of the Parish of Quat Quatta
- thence by part of the boundaries of that Parish Westerly and Southerly to its intersection with the generally Southern boundary of the Parish of Kentucky
- thence again on the West by part of the boundary of the aforesaid Shire of Hume generally Southerly to its intersection with the boundary between the States of New South Wales and Victoria

- thence generally Easterly and South-easterly by the States' boundary to the point of commencement.

**(3)**

A reference in the previous sub-clause to a boundary of a County, Shire, Parish, Crown Allotment or Section is a reference to the boundary as it exists at the date of this agreement.

**(4)**

For the purposes of this agreement, a designated area is land within the Area specified or described in a declaration on or before the thirtieth day of June One thousand nine hundred and seventy-four and to be known by a name (if any) specified in that declaration.

**(5)**

A declaration pursuant to sub-clause (4) of this clause is a declaration by proclamation:

- (a) in the case of land in the State of New South Wales, by the Governor of that State with the prior approval of the Governor-General and the Governor of the State of Victoria;
- (b) in the case of land in the State of Victoria, by the Governor of that State with the prior approval of the Governor-General and the Governor of the State of New South Wales.

**(6)**

In sub-clause (5) of this clause:

- (a) a reference to the Governor-General is a reference to the person who is, at the date of the giving of the relevant approval, the Governor-General of Australia, or the person administering the Government of Australia, acting with the advice of the Federal Executive Council;
- (b) a reference to the Governor of the State of New South Wales is a reference to a person who is, at the date of the relevant proclamation or the giving of the relevant approval as the case may be, the Governor of that State, or the person lawfully administering the Government of New South Wales, acting with the advice of the Executive Council of that State; and
- (c) a reference to the Governor of Victoria is a reference to the person administering the Government of Victoria with the advice of the Executive Council of that State at the date of the relevant proclamation or the giving of the relevant approval, as the case may be.

## **PART II ORGANIZATION**

—  
**4. Ministerial Council**

**(1)**

For the purposes of this agreement there shall be a Ministerial Council consisting of three members—an Australian Minister, a New South Wales Minister and a Victorian Minister.

**(2)**

- (a) The members of the Ministerial Council will be the Australian Minister for Urban and Regional Development, the New South Wales Minister for Decentralisation and Development and the

Victorian Minister for State Development and Decentralization.

- (b) Notwithstanding the immediately preceding paragraph, a Government may arrange with the other two Governments for a Minister holding another portfolio in that Government to be its representative on the Ministerial Council.

**(3)**

In sub-clause (2) of this clause a reference to a Minister who is a member of the Ministerial Council is a reference to a person who is, at the relevant time, that Minister and includes a Minister for the relevant time being acting for and on behalf of such a person.

**(4)**

The Ministerial Council has, subject to and for the purposes of this agreement:

- (a) the function of generally supervising the development of the growth complex;
- (b) such other functions as are given to it by this agreement or by or under the Australian Act or a State Act.

**(5)**

The Ministerial Council shall meet at such times as it sees fit and shall, subject to this agreement, determine its own procedure.

**(6)**

A resolution before the Ministerial Council will be carried if, and only if, all three members vote in favour of it.

**(7)**

Each of the members of the Ministerial Council shall be informed forthwith in writing of each of the decisions made at meetings of the Development Corporation.

## **5. Development Corporation**

**(1)**

The Albury-Wodonga Development Corporation will be a corporation aggregate consisting of five members of whom three—the Chairman and the two Deputy Chairmen—will be executive members and two will be part-time members, appointed by the Governor-General, or the person who is at the date of the relevant appointment the person administering the Government of Australia, acting with the advice of the Federal Executive Council, and holding office:

- (a) on such terms and conditions as are set out in the Australian Act; and
- (b) subject to that Act, such other terms and conditions as are determined from time to time by the Ministerial Council.

**(2)**

The Chairman will be appointed on the recommendation of the Australian Minister and, subject to any provisions in the Australian Act concerning his removal from office, will hold office for such period not exceeding seven years as is specified in the instrument of his appointment and will be

eligible for reappointment.

**(3)**

Each Deputy Chairman will be appointed on the recommendation of the Australian Minister, one on the nomination of each State Minister and, subject to any provisions in the Australian Act concerning his removal from office, will hold office for such period not exceeding five years as is specified in the instrument of his appointment and will be eligible for reappointment.

**(4)**

Each of the two part-time members, representing the State of New South Wales and the State of Victoria respectively, will be appointed on the recommendation of the Australian Minister:

- (a) following upon his election in accordance with electoral arrangements to be determined by the Ministerial Council; but
- (b) until such electoral arrangements have been made and brought into operation, following upon his selection by the Ministerial Council from a group of persons nominated on a basis to be determined by the Ministerial Council by the Council of the City of Albury, the Council of the Rural City of Wodonga, the Council of the United Shire of Beechworth, the Towong Shire Council, the Hume Shire Council, the Yackandandah Shire Council and the Chiltern Shire Council respectively.

**(5)**

The executive members will be responsible for the detailed day-to-day management and activities of the Development Corporation.

**(6)**

The part-time members will participate fully in meetings of the Development Corporation which they attend but will not participate directly in the detailed day-to-day management and activities of the Development Corporation.

**(7)**

A quorum of the Development Corporation shall be constituted by three persons.

**(8)**

In the absence of the Chairman, a Deputy Chairman will preside at meetings of the Development Corporation. Where the Chairman is absent from such a meeting, the Deputy Chairman to preside will be determined in accordance with the procedure determined for the purpose by the Development Corporation.

**(9)**

Questions arising at a meeting of the Development Corporation will be determined by a majority of votes of the members present and voting.

**(10)**

Subject to this sub-clause, each member will have one vote in respect of each question put at a meeting of the Development Corporation at which he is present. Where there is an equality of votes



the Chairman or presiding Deputy Chairman as the case may be shall have a casting vote as well as a deliberative vote.

**(11)**

Subject to any directions given by the Ministerial Council, a member of the Development Corporation may request the Development Corporation to refer any matter with which the Development Corporation is concerned to the Ministerial Council for consideration and decision and the Development Corporation shall comply with such a request.

**(12)**

Subject to this agreement, the functions of the Development Corporation will be to do all things necessary or convenient to be done for or in connexion with the development of the growth complex and without limiting the generality of the foregoing the Development Corporation will:

- (a) carry out and supervise development works including:
  - (i) buildings and structures of all kinds;
  - (ii) gardens and plantations;
  - (iii) roads and streets and associated lighting, parking areas, footpaths, guttering, ramps, and all things necessary for the control of traffic by vehicles, pedestrians and animals;
  - (iv) bridges and associated works;
  - (v) works for the supply and reticulation of water, electricity and gas;
  - (vi) sewerage, sewage treatment works and drainage works;
  - (vii) levees and river protection works;
  - (viii) wharves, jetties, marinas and ferries;
  - (ix) public amenities including baths, bathing areas and other areas for sport and recreation;  
and
  - (x) all other works for or incidental to the foregoing;
- (b) negotiate with Australian, State and Local Government authorities for the purpose of arranging or providing services and facilities in the growth complex;
- (c) construct shops, offices and factories to be made available to a State Corporation for use on a commercial basis in conjunction with State authorities;
- (d) create job opportunities by encouraging the setting up of industries and other investment in the growth complex;
- (e) carry out other functions of a promotional character determined from time to time by the Ministerial Council.

**(13)**

Where at any time a State statutory body is unable to carry out any work in accordance with the

relevant current Approved Albury-Wodonga Development Plan, or such Plan as amended as the case may be, the Ministerial Council may direct that the work be carried out by the Development Corporation and, where the Ministerial Council so directs, the funds to meet the cost of carrying out that work will be provided from the source shown in that Plan as the source of the funds to meet that expenditure.

**(14)**

The Development Corporation shall, as far as possible, consult and have regard to the views of the relevant Australian and State officers, Departments and statutory bodies in relation to the development of the growth complex.

**(15)**

Where such an officer or a Department or body has a discretion to determine a matter which relates to the development of the growth complex and agreement is not reached as a result of the consultations in relation to that matter between him or it and the Development Corporation, the matter shall be referred by the Development Corporation through the Australian Minister or relevant State Minister as the case requires to the Ministerial Council to enable the appropriate steps to be taken to resolve the disagreement.

**(16)**

The Ministerial Council may give directions to the Development Corporation concerning the performance of its functions, the exercise of its powers and its procedure, and the Development Corporation shall comply with those directions.

## **6. Staff of Development Corporation**

**(1)**

The terms and conditions of employment of officers and employees of the Development Corporation will be determined as provided for in the Australian Act.

**(2)**

The Australian and State Governments will arrange, as appropriate, that officers and employees of their respective Public Services, instrumentalities and authorities will be available for employment, on a permanent or temporary basis, as officers or employees of the Development Corporation.

**(3)**

The Development Corporation will be authorized to arrange for members of its staff to perform work on a full-time or a part-time basis on behalf of other statutory bodies concerned with the development of the growth complex.

**(4)**

The staff establishment of the Development Corporation shall be as approved from time to time by the Ministerial Council.

## **7. State Corporations**

**(1)**

There will be two State Corporations, namely:

- (a) the Albury-Wodonga (New South Wales) Corporation constituted by an Act of the Parliament of the State of New South Wales; and
- (b) the Albury-Wodonga (Victoria) Corporation constituted by an Act of the Parliament of the State of Victoria,

each of which will be a corporation aggregate consisting of three members appointed by the Governor of the constituting State and holding office on terms and conditions set out in the relevant Act.

**(2)**

In sub-clause (1) of this clause, the reference to the Governor is a reference:

- (a) in the case of the State of New South Wales, to the person who is, at the date of the relevant appointment, the Governor of that State, or the person lawfully administering the Government of New South Wales, acting with the advice of the Executive Council of that State; and
- (b) in the case of the State of Victoria, to the person who is, at the date of the relevant appointment, administering the Government of Victoria with the advice of the Executive Council of that State.

**(3)**

The three members will, in each case, comprise:

- (a) a Chairman who will be appointed on the recommendation of the State Minister of the constituting State;
- (b) two Deputy Chairmen each of whom will be appointed on the recommendation of that State Minister on the nomination of the Australian Minister and the State Minister of the other State respectively.

**(4)**

The Chairman shall be subject in all respects to the control and direction of the relevant State Minister in the exercise and discharge of his responsibilities, powers, authorities, duties and functions.

**(5)**

Each member will hold office:

- (a) for such period not exceeding:
  - (i) in the respective cases of the Chairman and the Deputy Chairman nominated by the other State, five years; and
  - (ii) in the case of the Deputy Chairman nominated by the Australian Minister, seven years as is specified in the instrument of his appointment;
- (b) on such terms and conditions as are set out in the relevant Act of the constituting State; and
- (c) subject to that Act, on such other terms and conditions as are determined from time to time by

the Ministerial Council.

**(6)**

A quorum of a State Corporation shall be constituted by two members.

**(7)**

In the absence of the Chairman, a Deputy Chairman shall preside at meetings of the State Corporation. Where the Chairman is absent from such a meeting, the Deputy Chairman to preside will be determined in accordance with principles agreed to by the State Corporation.

**(8)**

Questions arising at a meeting of a State Corporation will be determined by a majority of votes of the members present and voting.

**(9)**

Subject to this sub-clause, each member of a State Corporation shall have one vote in respect of each question put at a meeting of the Corporation at which he is present. Where there is an equality of votes, the Chairman or presiding Deputy Chairman as the case may be shall have a casting vote as well as a deliberative vote.

**(10)**

The Ministerial Council may give directions to a State Corporation concerning the performance of its functions and the exercise of its powers and its procedure, and the State Corporation shall comply with those directions.

**(11)**

In this clause, **'the constituting State'** means the State by the Act of whose Parliament the relevant State Corporation was constituted.

## **8. Consultative Council**

**(1)**

For the purposes of this agreement, there shall be a Consultative Council constituted, subject to sub-clause (2) of this clause, as determined from time to time by the Ministerial Council.

**(2)**

Initially the Consultative Council shall consist of sixteen members namely:

- (a) a Chairman, who shall be the Chairman or a Deputy Chairman of the Development Corporation ex officio as the Development Corporation may from time to time determine;
- (b) seven members appointed by the Ministerial Council from persons nominated by such Local Government authorities and on such bases as are determined by the Ministerial Council provided that the seven members shall include three members, one of each of whom is nominated respectively by the Council of the City of Albury, the Council of the Rural City of Wodonga and the Hume Shire Council;
- (c) eight members appointed by the Ministerial Council being persons resident in the Area who are,

in the opinion of the Ministerial Council, actively interested in community affairs and representative of a wide and varied range of community interests.

**(3)**

Each member referred to in sub-clause (2) of this clause, other than the Chairman, shall be a member for a period of three years from the date of his appointment unless the Ministerial Council directs that his membership shall be for a lesser period or shall be terminated.

**(4)**

The functions of the Consultative Council are to advise the Development Corporation in relation to the development of the growth complex in respect of:

- (a) any matter coming within the scope of the functions of the Development Corporation of direct consequence to the existing or future inhabitants of any designated area in relation to which matter the Consultative Council considers it desirable to tender advice; and
- (b) any matter upon which the Development Corporation requests the advice of the Consultative Council.

**(5)**

Subject to any directions of the Ministerial Council, the procedure of the Consultative Council shall be as determined by the Consultative Council but the meetings of the Consultative Council shall, as far as possible, be held in public.

**(6)**

The Ministerial Council may determine the type and rates of allowances (if any) to be paid to members or categories of members of the Consultative Council.

**(7)**

The Development Corporation shall make suitable arrangements for secretarial services for and meetings of the Consultative Council.

### **PART III DEVELOPMENT PLAN AND GENERAL FINANCIAL ARRANGEMENTS**

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#### **9. Development Plan and Financial Programme**

**(1)**

The Development Corporation shall prepare and submit for consideration to the Ministerial Council each year by a date determined by the Ministerial Council a comprehensive proposed forward plan for development of the growth complex (to be called 'the Proposed Albury-Wodonga Development Plan' for the period to which it relates and in this clause referred to as 'the Plan'):

- (a) covering:
  - (i) development in the public sector (being development by each of the three Governments, Australian and State statutory bodies and Local Government authorities) and development in the private sector (being development by private persons and corporations) during the following five financial years; and

- (ii) the provision of facilities and services of a high standard in keeping with the intentions of the three Governments expressed in the preamble hereof by such times as the relevant stage of development requires;
- (b) including statements of estimated expenditure necessary to give effect to the Plan in respect of each of the five financial years to which the Plan relates and, in the case of the public sector, particulars of the sources of the funds to meet that expenditure and the amounts of funds from each source;
- (c) based on a rate of growth agreed to from time to time by the Ministerial Council; and
- (d) in such form and containing such categories of information as are determined from time to time by the Ministerial Council.

**(2)**

- (a) The statements referred to in paragraph (b) of subclause (1) of this clause that relate to the public sector shall include in summary form statements of estimated expenditure by the Development Corporation and the State Corporations.
- (b) In preparing the Plan, the Development Corporation shall, in relation to any proposed works which are within the functions of an Australian or a State authority, ascertain whether that authority will be in a position to carry out the works to be proposed in the Plan and, if the authority indicates that it will be able to do so subject to funds being available, the Development Corporation shall specify in the Plan that the works will be carried out by that authority.

**(3)**

The Development Corporation in conjunction with the State Corporations shall prepare and submit for consideration to the Ministerial Council each year with the Plan:

- (a) a draft financial programme in respect of the next ensuing financial year covering, in detail, estimated revenue and expenditure of the Development Corporation and the two State Corporations and in such form as is determined from time to time by the Ministerial Council; and
- (b) where it appears, at the time when the draft financial programme referred to in paragraph (a) of this sub-clause is being prepared, that the amount of the estimated revenue of a State Corporation during the next ensuing financial year will be less than the amount of the estimated expenditure (including payments of interest on and repayments of loan moneys) of the State Corporation in that financial year—a special report setting out the action by way of the imposition of, or increases in, charges or otherwise which the Development Corporation recommends should be taken to reduce or eliminate the difference between those two amounts.

**(4)**

The Ministerial Council shall each year promptly consider the Plan, the draft financial programme and the special report (if any) after their receipt, shall provisionally approve each of them with or without amendments and shall cause a copy of each of them, as provisionally approved, to be sent to each of the three Governments.

**(5)**

The three Governments will each year consult in relation to the Plan, the financial programme and the special report (if any) as provisionally approved by the Ministerial Council:

- (a) to determine the amounts of money that they will make available, or arrange to be made available, in respect of the next ensuing financial year for the purposes of the public sector of that Plan and that financial programme;
- (b) to establish how far each endorses the proposals, in respect of each of the four financial years thereafter, in that part of the public sector of the provisionally approved Plan applicable to it; and
- (c) if a special report has been received, to decide the rates of rents and charges that should be fixed by the State Corporations.

**(6)**

Thereafter by an appropriate date, the Ministerial Council shall, in the light of the decisions of the Governments pursuant to subclause (5) of this clause, review the Plan, the financial programme and the special report (if any) as provisionally approved pursuant to sub-clause (4) of this clause and approve:

- (a) a plan covering development during the five financial years to which the provisionally approved Plan related, to be called the 'Approved Albury-Wodonga Development Plan' for those five financial years and superseding all previous Approved Albury-Wodonga Development Plans including amendments of such Plans;
- (b) a financial programme for the Development Corporation and the two State Corporations in respect of the financial year to which the provisionally approved financial programme related to be called the 'Approved Financial Programme' for that financial year; and
- (c) the rates of rents and charges that the three Governments have decided (if any) should be fixed by the State Corporations.

**(7)**

- (a) The Ministerial Council shall during each financial year keep under review the current Approved Albury-Wodonga Development Plan and the Approved Financial Programme for the current financial year.
- (b) If, in the opinion of the Ministerial Council, circumstances arise which warrant reconsideration by the three Governments of that Approved Albury-Wodonga Development Plan or that Approved Financial Programme, the Ministerial Council may make appropriate submissions to the three Governments.
- (c) Any of the three Governments may, of its own initiative, request the two other Governments to consult with a view to reaching agreement on a variation of that Approved Albury-Wodonga Development Plan or that Approved Financial Programme and the parties will consult accordingly.
- (d) If, following a submission in accordance with paragraph (b) of this sub-clause or of consultation pursuant to paragraph (c) of this sub-clause, the three Governments agree to such a variation, the Ministerial Council shall accordingly amend, and approve as so amended, the current

Approved Albury-Wodonga Development Plan or the Approved Financial Programme or both, as the case may be.

- (e) Where an amount of money is made available for the purpose of an item or items in an Approved Financial Programme under conditions that, if during the financial year to which that Programme relates that amount is not wholly expended, the unexpended balance of that amount may be applied, in whole or in part, in that financial year for expenditure for the purposes of another item or other items in that Programme in circumstances specified by the Government or Governments making available that money, or arranging for it to be made available, the Ministerial Council may approve, or may in an appropriate case authorize the Development Corporation, subject to any terms and conditions specified by the Ministerial Council, to approve, amendments to that Programme to give effect to those conditions according to their terms.

(f)

- (i) A reference in paragraphs (a), (b), (c) or (d) to an Approved Albury-Wodonga Development Plan or an Approved Financial Programme includes a reference to such a Plan as amended in accordance with this sub-clause or such a Programme as so amended.
- (ii) Where an amendment or further amendment is made pursuant to paragraph (d) or (e) of this sub-clause, the amended Approved Albury-Wodonga Development Plan or amended Approved Financial Programme, as the case may be, shall have the word '(Amended)' included in its title and amended versions shall be numbered consecutively.

**(8)**

Provision of, or arrangements for the provision of, funds to be made available in accordance with sub-clause (5) of this clause will be made:

(a) by the Australian Government:

- (i) for facilities and services ordinarily provided by the Australian Government; and
- (ii) on terms and conditions to be agreed by the parties hereto, for direct capital expenditure by the Development Corporation and the State Corporations and to meet developmental expenses of the Development Corporation referred to in sub-clause (2) of clause 10 to the extent to which that expenditure and those expenses are not met from the moneys set out in sub-clause (9) of this clause;

(b) by the parties in equal shares to meet the administrative expenses of the Development Corporation referred to in sub-clause (6) of clause 10 hereof;

(c) by a party or parties hereto to be agreed between them from time to time to meet expenditure in respect of services carried on by a State Corporation to the extent to which that expenditure cannot be met from revenues available to the State Corporation;

(d) by the State Governments or State statutory bodies in relation to their respective States—for all other items in the Approved Albury-Wodonga Development Plan (or such Plan as amended) current at the relevant time.

**(9)**



The moneys referred to in sub-paragraph (ii) of paragraph (a) of sub-clause (8) of this clause are:

- (a) loan moneys borrowed by the Development Corporation otherwise than from a party hereto;
- (b) moneys by way of subventions of a capital nature by a State in respect of municipal-type facilities in accordance with general State policy;
- (c) moneys (if any) made available to the Development Corporation from revenues received by a State Corporation; and
- (d) moneys in respect of items in the relevant current Approved Albury-Wodonga Development Plan (including amendments thereof) provided to the Development Corporation acting as the agent of a State Government or State statutory body.

**(10)**

The Development Corporation and each State Corporation shall comply with:

- (a) each current Approved Albury-Wodonga Development Plan or with such a Plan as amended as the case may be;
- (b) the Approved Financial Programme for each financial year or with such a Programme as amended as the case may be; and
- (c) financial policies determined by the Ministerial Council.

**(11)**

The programme covering the commencement of the development of the growth complex during the financial year 1973/74 and the sources of the funds to cover that programme shall be as agreed between the three Governments.

**10. Operating expenses Development Corporation**

**(1)**

- (a) Subject to paragraph (b) of this sub-clause, the expenses of operating the Development Corporation, the State Corporations and the Consultative Council (in this agreement referred to as 'operating expenses'), as distinct from direct capital expenditure by any of those corporations, shall be borne by the Development Corporation.
- (b) Operating expenses, as defined in paragraph (a) of this sub-clause, shall not include expenditure in respect of services carried on by a State Corporation.

**(2)**

Operating expenses shall be classified into:

- (a) developmental expenses; and
- (b) administrative expenses.

**(3)**

In respect of the financial years 1973/74, 1974/75 and 1975/76, developmental expenses will

comprise expenditure:

- (a) by way of salaries, wages and allowances paid to, and superannuation payments made in respect of:
  - (i) professional and ancillary staff concerned with the delineation of land for development, physical planning of, design in relation to, and supervision of construction in the growth complex;
  - (ii) staff concerned in the activities of the State Corporations, and, to the extent determined by the Ministerial Council,
  - (iii) the members of the Development Corporation;
- (b) in relation to the rendering of services by consultants to the Development Corporation or a State Corporation; and
- (c) any other expenditure related to the activities of the staff and members referred to in paragraph (a) of this sub-clause determined by the Ministerial Council to be developmental expenses.

**(4)**

Not later than the fifteenth day of April 1976 or such later date as agreed between the three Governments, the three Governments will consult to determine whether, and if so which, additional elements of operating expenses are to be included in developmental expenses.

**(5)**

Developmental expenses shall be met from funds made available by way of loan, grant or otherwise to the Development Corporation for capital expenditure and shall be treated as part of the capital cost of the assets to which they relate.

**(6)**

Administrative expenses shall comprise all operating expenses that are not developmental expenses.

## **11. Accounts of Corporations**

**(1)**

The Development Corporation and each of the State Corporations shall cause to be kept proper accounts and records of their respective transactions and affairs in accordance with appropriate accounting principles and each shall do all things necessary to ensure that all payments out of its moneys are correctly made and properly authorized and that adequate control is maintained over the assets belonging to it or in its custody or control and over the incurring of liabilities by it.

**(2)**

The Development Corporation shall each year cause to be prepared in respect of the immediately preceding financial year, by a date and in a form determined by the Ministerial Council, a consolidated statement of revenue received and expenditure incurred by the Development Corporation and the State Corporations during that financial year and shall submit them to the

Ministerial Council as directed by it.

## **12. Revenue and Repayment of Loans**

### **(1)**

All revenues payable in respect of the use of land vested in a State Corporation or of buildings or other works responsibility for which has passed to a State Corporation shall be payable to that State Corporation until other arrangements are made in that behalf by the parties hereto.

### **(2)**

Until such arrangements are made, a State Corporation shall be responsible for the repayment of the principal of and interest on all loans made to it and to the Development Corporation, in relation to the State, for the purposes of this agreement.

### **(3)**

The three Governments will consult as necessary for the purpose of making appropriate arrangements to ensure, by means of charges between the State Corporations or otherwise, that the income of each State Corporation is, as far as possible, commensurate with its obligations to make payments of interest on, and repayments of instalments of, loan capital repayable by it.

### **(4)**

Where, in respect of a financial year, a State Corporation fixes rents and charges at rates approved by the Ministerial Council and subsequently agreed between the three Governments and the net revenues of the State Corporation available for payment to the State Government are insufficient to meet the obligations of the State in relation to loan moneys made available, from loan moneys provided by the Australian Government, by the State Government to the Development Corporation and the State Corporation pursuant to this agreement:

- (a) the Australian Government will not require the State Government to pay in that financial year any amount in excess of those net revenues;
- (b) the outstanding amount will be carried forward as a commitment of the State against the next financial year as though it were a loan made by the Australian Government to the State on the first day of that financial year and repayable, subject to paragraph (c) of this sub-clause, on the terms and conditions agreed when the relevant loan moneys were made available; and
- (c) the three Governments will consult to determine whether the outstanding balance should be dealt with otherwise than on the basis referred to in paragraph (b) of this sub-clause.

## **PART IV RESPONSIBILITY FOR ASSETS**

### **13. Responsibility of Corporations for Sites and Buildings**

#### **(1)**

The Development Corporation shall, during the period of construction, have possession of each building or other work that it constructs or arranges to have constructed and the site of each such building or other work.

#### **(2)**

Upon completion of a building or other work or separable part thereof which has been constructed on land vested in a State Corporation, the Development Corporation shall give to that State Corporation a Certificate of Practical Completion in respect of the building or work or part thereof as the case may be and thereupon the State Corporation shall, subject to this agreement, become responsible for the building, work or part thereof and its site.

In witness whereof this agreement has been respectively signed for and on behalf of the parties hereto on the day and year first abovewritten.

Signed by the Honourable Edward Gough Whitlam, Prime Minister of Australia, in the presence of:

Tom Uren,  
Minister for Urban and Regional Development

}

E. G. WHITLAM.

Signed by the Honourable Sir Robert Askin, Premier of the State of New South Wales, in the presence of:

John B. Fuller,  
Minister for Decentralisation and  
Development, N.S.W.

}

R. W. ASKIN.

Signed by the Honourable Rupert James Hamer, Premier of the State of Victoria, in the presence of:

L. E. Stone,  
Mayor Rural City of Wodonga

}

R. J. HAMER.

## **Schedule 1A Albury-Wodonga Area Development Agreement Amendment Agreement (No 1)**

(Section 5A)

AN AGREEMENT (to be called the "Albury-Wodonga Area Development Agreement Amendment Agreement (No. 1)") made this fourth day of September One thousand nine hundred and seventy-eight BETWEEN THE COMMONWEALTH OF AUSTRALIA of the first part, THE STATE OF NEW SOUTH WALES, of the second part and THE STATE OF VICTORIA of the third part:

WHEREAS the Australian, New South Wales and Victorian Governments have agreed that certain amendments should be made to an agreement made between the parties hereto on the twenty-third day of October One thousand nine hundred and seventy-three and called the "Albury-Wodonga Area Development Agreement" (hereinafter referred to as "the principal agreement"):

NOW IT IS HEREBY AGREED by and between the parties to this agreement as follows:

**1.**

Unless the contrary intention appears, expressions used in this agreement have the same meanings as they have in the principal agreement.

**2.**

**(1)**

This agreement, other than this sub-clause and sub-clause (2) of this clause, shall have no force or effect and shall not be binding on any of the parties hereto unless and until it is approved by the respective Parliaments of Australia, the State of New South Wales and the State of Victoria, but upon being so approved by those Parliaments, it shall be of full force and effect and binding on the parties.

**(2)**

The Australian, New South Wales and Victorian Governments will submit this agreement for approval to their respective Parliaments as soon as practicable after the date of this agreement.

**3. Definitions**

Clause 1 of the principal agreement is amended by inserting after the definition of “land” the following definitions:

“Mayor of the City of Albury’ means the person for the time being elected to that office under the provisions of the *Local Government Act 1919* of the State of New South Wales;

‘Mayor of the Rural City of Wodonga’ means the person for the time being elected to that office under the provisions of the *Local Government Act 1958* of the State of Victoria;”.

**4. Development Corporation**

**(1)**

Subclause 5 (1) of the principal agreement is amended by deleting the word “five” and substituting the word “eight” and by deleting the word “two” where second occurring and substituting the word “five” and further by deleting all words appearing after the words “part-time members”.

**(2)**

Clause 5 of the principal agreement is amended by inserting after subclause (1) thereof the following subclause:

**“(1A)**

The executive members and three of the part-time members will be appointed by the Governor-General, or the person who is at the date of the relevant appointment the person administering the Government of Australia, acting with the advice of the Federal Executive Council, and will hold office:

- (a) on such terms and conditions as are set out in the Australian Act; and
- (b) subject to that Act, on such other terms and conditions as are determined from time to time by the Ministerial Council.”.

**(3)**

Subclause 5 (4) of the principal agreement is deleted and the following subclauses substituted:

**“(4)**

The three part-time members referred to in subclause (1A) of this clause will be appointed on

the recommendation of the Australian Minister and will comprise:

- (i) one person selected by the Ministerial Council, whether before or after the commencement of this subclause, from a group of persons nominated on a basis to be determined from time to time by the Ministerial Council by the Council of the City of Albury, the Hume Shire Council and such other body or bodies as the Ministerial Council determines to be operating within the community in that part of the Area as is within the State of New South Wales;
- (ii) one person selected by the Ministerial Council, whether before or after the commencement of this subclause, from a group of persons nominated on a basis to be determined from time to time by the Ministerial Council by the Council of the Rural City of Wodonga, the Council of the United Shire of Beechworth, the Tallangatta Shire Council, the Yackandandah Shire Council, the Chiltern Shire Council and such other body or bodies as the Ministerial Council determines to be operating within the community in that part of the Area as is within the State of Victoria; and
- (iii) a person whom the Ministerial Council considers to be a businessman of national standing.

**(4A)**

A part-time member appointed under subclause (4) of this clause will be appointed for a period not exceeding three years as is specified in the instrument of his appointment.

**(4B)**

The part-time members other than those referred to in subclause (1A) of this clause will be the Mayor of the City of Albury and the Mayor of the Rural City of Wodonga who will each hold office:

- (a) on such terms and conditions as are set out in the Australian Act; and
- (b) subject to that Act, on such other terms and conditions as are determined from time to time by the Ministerial Council.

**(4C)**

Notwithstanding the preceding provisions of this clause, if a person appointed as a member of the Development Corporation is or becomes Mayor of the City of Albury or Mayor of the Rural City of Wodonga subclause (4B) of this clause shall not have effect in relation to him, and the membership of the Development Corporation shall be reduced accordingly, for so long as he holds office as an appointed member.”.

**(4)**

Subclause 5 (1) of the principal agreement is amended by deleting the words “three persons” and substituting the words “a majority of the members for the time being holding office provided that there shall be present at least one executive member.”.

**5. State Corporations**

**(1)**

Subclause 7 (1) of the principal agreement is amended by deleting all words after the words “consisting of” and substituting the words “eight members of whom three—the Chairman and the two Deputy Chairmen—will be executive members and five will be part-time members.”.

**(2)**

Sub-clause 7 (2) of the principal agreement is deleted and the following sub-clause substituted:

**“(2)**

In the case of each State Corporation the executive members and three of the part-time members will be appointed by the Governor of the constituting State”.

**(3)**

Sub-clause 7 (3) of the principal agreement is deleted and the following sub-clauses substituted:

**“(3)**

In the case of each State Corporation:

- (a) the Chairman will be appointed on the recommendation of the State Minister of the constituting State;
- (b) each Deputy Chairman will be appointed on the recommendation of that State Minister on the nomination of the Australian Minister and the State Minister of the other State respectively; and
- (c) the three part-time members referred to in sub-clause (2) of this clause will be appointed on the recommendation of the State Minister of the constituting State and will comprise:
  - (i) one person selected by the Ministerial Council, whether before or after the commencement of this sub-clause, from a group of persons nominated on a basis to be determined from time to time by the Ministerial Council by the Council of the City of Albury, the Hume Shire Council and such other body or bodies as the Ministerial Council determines to be operating within the community in that part of the Area as is within the State of New South Wales;
  - (ii) one person selected by the Ministerial Council, whether before or after the commencement of this sub-clause, from a group of persons nominated on a basis to be determined from time to time by the Ministerial Council by the Council of the Rural City of Wodonga, the Council of the United Shire of Beechworth, the Tallangatta Shire Council, the Yackandandah Shire Council, the Chiltern Shire Council and such other body or bodies as the Ministerial Council determines to be operating within the community in that part of the Area as is within the State of Victoria; and
  - (iii) a person whom the Ministerial Council considers to be a businessman of national standing.

**(3A)**

The part-time members other than those referred to in sub-clause (2) of this clause will be the Mayor of the City of Albury and the Mayor of the Rural City of Wodonga.

**(3B)**

Notwithstanding the other provisions of this clause, if a person appointed as a member of a State Corporation is or becomes Mayor of the City of Albury or Mayor of the Rural City of Wodonga sub-clause (3A) of this clause shall not have effect in relation to him, and the membership of the State Corporation shall be reduced accordingly, for so long as he holds office as an appointed member.”.

**(4)**

Sub-clause 7 (5) of the principal agreement is amended by deleting paragraph (a) and substituting the following paragraph:

(a) for such period not exceeding:

- (i) in the respective cases of the Chairman and the Deputy Chairman nominated by the other State, five years;
- (ii) in the case of the Deputy Chairman nominated by the Australian Minister, seven years; and
- (iii) in the case of each part-time member other than those referred to in sub-clause (3A) of this clause, three years

as is specified in the instrument of his appointment;”.

**(5)**

Sub-clause 7 (6) of the principal agreement is amended by deleting the words “two members” and substituting the words “a majority of the members for the time being holding office provided that there shall be present at least one executive member.”.

**(6)**

Clause 7 of the principal agreement is amended by inserting at the end thereof the following sub-clause:

**“(12)**

In this clause, the reference to the Governor is a reference:

- (a) in the case of the State of New South Wales, to the person who is, at the date of the relevant appointment, the Governor of that State, or the person lawfully administering the Government of New South Wales, acting with the advice of the Executive Council of that State; and
- (b) in the case of the State of Victoria, to the person who is, at the date of the relevant appointment, administering the Government of Victoria with the advice of the Executive Council of that State.”.

**6. Consultative Council Advisory Committees**

Clause 8 of the principal agreement is deleted and the following clause substituted:



**“8.**

The Development Corporation may establish advisory committees for the purpose of advising it in respect of the carrying out of its functions.”.

**7. Operating Expenses of Development Corporation**

Sub-clause 10 (1) (a) of the principal agreement is amended by deleting the words “the Consultative Council” and substituting the words “advisory committees”.

IN WITNESS WHEREOF this agreement has been respectively signed for and on behalf of the parties hereto on the day and year first abovewritten.

SIGNED by the Right Honourable JOHN MALCOLM FRASER, Prime Minister of Australia, in the presence of:

D. BUDD.



MALCOLM FRASER.

SIGNED by the Honourable NEVILLE KENNETH WRAN, Premier of the State of New South Wales, in the presence of:

G. GLEESON.



NEVILLE WRAN.

SIGNED by the Honourable RUPERT JAMES HAMER, Premier of the State of Victoria, in the presence of:

K. D. GREEN.

J. JACK.



R. J. HAMER.

**Schedule 1B Albury-Wodonga Area Development Agreement  
Amendment Agreement (No 2)**

(Section 5B)

AN AGREEMENT (to be called the “Albury-Wodonga Area Development Agreement Amendment Agreement (No. 2)”) made this                    day of                    One thousand nine hundred and                    BETWEEN THE COMMONWEALTH OF AUSTRALIA, THE STATE OF NEW SOUTH WALES, and THE STATE OF VICTORIA.

WHEREAS the Australian, New South Wales and Victorian Governments have agreed that certain amendments should be made to an agreement made between the parties on 23 October 1973 and called the “Albury-Wodonga Area Development Agreement”, as amended by an agreement made between the parties on 4 September 1978 and called the “Albury-Wodonga Area Development Agreement Amendment Agreement (No. 1)”, (hereinafter referred to as “the principal agreement”).

NOW IT IS HEREBY AGREED by and between the parties to this agreement as follows:

**1.**

Unless the contrary intention appears, expressions used in this agreement have the same meanings as they have in the principal agreement.

**2.**

This agreement, other than this clause, shall have no force or effect and shall not be binding on any of the parties unless and until it is approved by the Parliaments of Australia, the State of New South Wales and the State of Victoria, but upon being so approved by all of those Parliaments, it shall be of full force and effect and binding on the parties.

### **3. Definitions**

Clause 1 of the principal agreement is amended by:

(a) deleting the definitions of:

‘Approved Albury-Wodonga Development Plan’;

‘Approved Financial Program’;

‘Mayor of the City of Albury’; and

‘Mayor of the Rural City of Wodonga’.

(b) inserting the following definition after the definition of ‘Australia’:

‘Comprehensive Forward Plan’ means a plan approved by the Ministerial Council in accordance with clause 9 hereof.

### **4.**

Sub-clause 2 (6) of the principal agreement is amended by:

(a) deleting paragraphs (a) and (b) and substituting the following paragraph:

“(a) to carry out investigations and studies, consult with planning authorities and bodies in or having responsibility for the Area and advise such authorities and bodies on regional planning issues; and”;

(b) altering the reference to paragraph (c) to paragraph (b).

### **5. Ministerial Council**

Sub-clause 4 (2) of the principal agreement is amended by deleting paragraph (a) and substituting the following paragraph:

“(a) The members of the Ministerial Council will be the Australian Minister for Immigration, Local Government and Ethnic Affairs, the New South Wales Minister for State Development and the Victorian Minister for Manufacturing and Industry Development.”

### **6. Development Corporation**

Clause 5 of the principal agreement is deleted and the following clause substituted:

**“5**

**(1)**

The Albury-Wodonga Development Corporation will be a corporation aggregate consisting of eight members, including an ex-officio member, who shall be the chief executive officer of the Development Corporation.

**(2)**

The members, excepting the ex-officio member, will be appointed by the Governor-General, or the person who is at the date of the relevant appointment the person administering the Government of Australia, acting with the advice of the Federal Executive Council, and will hold office—

- (a) on such terms and conditions as are set out in the Australian Act; and
- (b) subject to that Act, on such other terms and conditions as are determined from time to time by the Ministerial Council.

**(3)**

The Chairperson will be appointed on the recommendation of the Australian Minister and, subject to any provisions in the Australian Act concerning the Chairperson's removal from office, will hold office for such period, not exceeding three years, as is specified in the instrument of appointment and will be eligible for reappointment.

**(4)**

There will be two Deputy Chairpersons each of whom will be appointed on the recommendation of the Australian Minister, one on the nomination of each State Minister and, subject to any provisions in the Australian Act concerning the Deputy Chairperson's removal from office, will hold office for such period, not exceeding three years, as is specified in the instrument of appointment and will be eligible for reappointment.

**(5)**

Four of the members will be appointed on the recommendation of the Australian Minister and will comprise:

- (a) two members recommended by the New South Wales Minister with the concurrence of the Australian Minister, whether before or after the commencement of this sub-clause from the following persons:
  - (i) one from a group of persons nominated, on a basis to be determined from time to time by the Ministerial Council; and
  - (ii) one from the Council of the City of Albury;
- (b) two members recommended by the Victorian Minister with the concurrence of the Australian Minister, whether before or after the commencement of this sub-clause, from the following persons:
  - (i) one from a group of persons nominated, on a basis to be determined from time to time by the Ministerial Council; and
  - (ii) one from the Council of the Rural City of Wodonga.

**(6)**

A member appointed under sub-clause (5) of this clause will be appointed for a period, not exceeding three years, as is specified in the instrument of appointment.

**(7)**

The ex-officio member will be responsible for the detailed day-to-day management and activities of the Development Corporation.

**(8)**

The members will participate fully in meetings of the Development Corporation which they attend, but will not participate directly in the detailed day-to-day management and activities of the Development Corporation.

**(9)**

A quorum of the Development Corporation shall be constituted by a majority of the members for the time being holding office, provided that the presence of the ex-officio member shall not be counted for the purpose of determining whether a quorum exists.

**(10)**

In the absence of the Chairperson, a Deputy Chairperson will preside at meetings of the Development Corporation. Where the Chairperson is absent from such a meeting, the Deputy Chairperson to preside will be determined in accordance with the procedure determined for that purpose by the Development Corporation.

**(11)**

Questions arising at a meeting of the Development Corporation will be determined by a majority of votes of the members present and voting, except that the ex-officio member shall not have a vote. Where there is an equality of votes, the Chairperson or the Deputy Chairperson, as the case may be, shall have a casting vote, as well as a deliberative vote.

**(12)**

Subject to any directions given by the Ministerial Council, a member of the Development Corporation may request the Development Corporation to refer any matter with which the Development Corporation is concerned to the Ministerial Council for consideration and decision and the Development Corporation shall comply with such a request.

**(13)**

Subject to this agreement, the functions of the Development Corporation will be to do all things necessary or convenient to be done for or in connexion with the development of the growth complex and, without limiting the generality of the foregoing, the Development Corporation may:

- (a) carry out and supervise development works including—
  - (i) buildings and structures of all kinds;
  - (ii) gardens and plantations;
  - (iii) roads and streets and associated lighting, parking areas, footpaths, guttering, ramps,

- and all things necessary for the control of traffic by vehicles, pedestrians and animals;
- (iv) bridges and associated works;
  - (v) works for the supply and reticulation of water, electricity and gas;
  - (vi) sewerage, sewage treatment works and drainage works;
  - (vii) levees and river protection works;
  - (viii) wharves, jetties, marinas and ferries;
  - (ix) public amenities including baths, bathing areas and other areas for sport and recreation;  
and
  - (x) all other works for or incidental to the foregoing;
- (b) negotiate with Australian, State and Local Government authorities for the purpose of arranging or providing services and facilities in the growth complex;
  - (c) construct shops, offices and factories to be made available to a State Corporation for use on a commercial basis in conjunction with State authorities;
  - (d) create job opportunities by encouraging the setting up of industries and other investment in the growth complex;
  - (e) carry out other functions of a promotional character determined from time to time by the Ministerial Council.

**(14)**

The Development Corporation shall, as far as possible, consult and have regard to the views of the relevant Australian and State officers, Departments and statutory bodies, Local Government bodies and community groups in relation to the development of the growth complex.

**(15)**

Where such an officer or a Department or body has a discretion to determine a matter which relates to the development of the growth complex and agreement is not reached as a result of the consultations in relation to that matter, the matter may be referred by the Development Corporation through the Australian Minister or relevant State Minister, as the case requires, to the Ministerial Council to enable the Council to take such steps as are appropriate to resolve the matter.

**(16)**

The Ministerial Council may give directions to the Development Corporation concerning the performance of its functions, the exercise of its powers and its procedure, and the Development Corporation shall comply with those directions."

## **7. State Corporations**

Clause 7 of the principal agreement is deleted and the following clause substituted:

**“7**

**(1)**

There will be two State Corporations, namely—

- (a) the Albury-Wodonga (New South Wales) Corporation, constituted by an Act of the Parliament of the State of New South Wales; and
- (b) the Albury-Wodonga (Victoria) Corporation, constituted by an Act of the Parliament of the State of Victoria,

each of which will be a corporation aggregate consisting of eight members, including an ex-officio member, who shall be the chief executive officer of the Development Corporation.

**(2)**

In the case of each State Corporation the members, excepting the ex-officio member, will be appointed by the Governor of the constituting State.

**(3)**

In the case of each State Corporation:

- (a) the Chairperson will be appointed by the Governor of the State on the recommendation of the State Minister of the constituting State; and
- (b) each Deputy Chairperson will be appointed by the Governor of the State, one on the recommendation of the other State Minister and one on the recommendation of the Australian Minister.

**(4)**

In the case of each State Corporation four of the members of each State Corporation will be appointed on the recommendation of the State Minister of the constituting State and will comprise:

- (a) two members recommended by the New South Wales Minister with the concurrence of the Australian Minister, whether before or after the commencement of this sub-clause, from the following persons:
  - (i) one from a group of persons nominated, on a basis to be determined from time to time by the Ministerial Council; and
  - (ii) one from the Council of the City of Albury.
- (b) two members recommended by the Victorian Minister with the concurrence of the Australian Minister, whether before or after the commencement of this sub-clause, from the following persons:
  - (i) one from a group of persons nominated, on a basis to be determined from time to time by the Ministerial Council; and
  - (ii) one from the Council of the Rural City of Wodonga.

**(5)**

The Chairperson shall be subject in all respects to the control and direction of the relevant State Minister in the exercise and discharge of his responsibilities, powers, authorities, duties and functions.

**(6)**

Each member, except the ex-officio member, will hold office for such period, not exceeding three years, as is specified in the instrument of appointment:

- (a) on such terms and conditions as are set out in the relevant Act of the constituting State; and
- (b) subject to that Act, on such other terms and conditions as are determined from time to time by the Ministerial Council.

**(7)**

A quorum of a State Corporation shall be constituted by a majority of the members for the time being holding office provided that the presence of the ex-officio member shall not be counted for the purpose of determining whether a quorum exists.

**(8)**

In the absence of the Chairperson, a Deputy Chairperson shall preside at meetings of a State Corporation. Where the Chairperson is absent from such a meeting, the Deputy Chairperson to preside will be determined in accordance with principles agreed to by the State Corporation.

**(9)**

Questions arising at a meeting of a State Corporation will be determined by a majority of votes of the members present and voting, except the ex-officio member shall not have a vote. Where there is an equality of votes, the Chairperson or presiding Deputy Chairperson, as the case may be, shall have a casting vote, as well as a deliberative vote.

**(10)**

The Ministerial Council may give directions to a State Corporation concerning the performance of its functions and the exercise of its powers and its procedures, and the State Corporation shall comply with those directions.

**(11)**

In this clause, “the constituting State” means the State by the Act of whose Parliament the relevant State Corporation was constituted.

**(12)**

In this clause, the reference to the Governor is a reference—

- (a) in the case of the State of New South Wales, to the person who is, at the date of the relevant appointment, the Governor of that State, or the person lawfully administering the Government of New South Wales, acting with the advice of the Executive Council of that State; and

- (b) in the case of the State of Victoria, to the person who is, at the date of the relevant appointment, administering the Government of Victoria with the advice of the Executive Council of that State.”

**8.**

Clause 9 of the principal agreement and its heading are deleted and the following clause and heading are substituted:

**9. “Comprehensive Forward Plan**

**(1)**

The Development Corporation shall prepare and submit for approval by the Ministerial Council each year, by a date determined by the Ministerial Council, a Comprehensive Forward Plan for the development of the growth complex for the period to which it relates in a form, and having the content, specified by the Ministerial Council from time to time.

**(2)**

The Ministerial Council may amend a Comprehensive Forward Plan, after consultation with the Development Corporation and the State Corporations.

**(3)**

The Development Corporation and each State Corporation shall comply with any Comprehensive Forward Plan approved by the Ministerial Council.”

**9.**

Clause 10 of the principal agreement and its heading are deleted and the following clause and heading are substituted:

**10. “Revenues and Expenses of Corporations**

All revenues of whatsoever nature payable to each State Corporation, including those payable in respect of land, buildings and other assets or works vested in the State Corporation, shall be paid to the Development Corporation, which shall meet all expenditure, approved by the Ministerial Council, for and on behalf of each State Corporation in relation to the growth complex.”

**10.**

Clause 12 of the principal agreement is deleted and clause 13 is renumbered clause 12.

**Schedule 2 Provisions relating to the constitution and procedure of the Corporation**

(Section 7 (6))

**Part 1 Constitution**

**1 Term of office of appointed members**

An appointed member is to be appointed for such term, not exceeding 3 years, as is



specified in the member's instrument of appointment, but is eligible (if otherwise qualified) for re-appointment.

## **2 Terms and conditions of appointment of appointed members**

An appointed member holds office:

- (a) on such terms and conditions (including terms and conditions as to remuneration and travelling and subsistence allowances) as are specified in the member's instrument of appointment, and
- (b) on such other terms and conditions (not inconsistent with those referred to in paragraph (a)) as the Ministerial Council determines in respect of the member from time to time.

## **3 Vacation of office**

(1) The office of an appointed member becomes vacant if the member:

- (a) dies, or
- (b) completes a term of office and is not re-appointed, or
- (c) resigns the office by instrument in writing addressed to the Governor, or
- (d) ceases to hold an office or qualification that it was necessary for the member to hold in order to be appointed, or
- (e) is removed from office by the Governor under this clause or under Part 8 of the [Public Sector Management Act 1988](#), or
- (f) is absent, except on leave granted by the Corporation (which leave the Corporation is authorised to grant), from 3 consecutive meetings of the Corporation, or
- (g) becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors, compounds with his or her creditors or makes an assignment of his or her remuneration for their benefit, or
- (h) becomes a mentally incapacitated person, or
- (i) is convicted in New South Wales of an offence that is punishable by imprisonment for 12 months or more or is convicted elsewhere than in New South Wales of an offence that, if committed in New South Wales, would be an offence so punishable, or
- (j) in the case of an appointed member who holds office as the chairperson or a deputy chairperson, ceases to hold that office.

(2) The Governor may remove an appointed member from office at any time.

#### **4 Filling of vacancy in office of appointed member**

If the office of an appointed member of the Board becomes vacant, a person is, subject to this Act, required to be appointed to fill the vacancy.

#### **5 Vacation of office by chairperson or deputy chairperson**

(1) The office of chairperson or deputy chairperson becomes vacant if the chairperson or deputy chairperson:

- (a) resigns the office by instrument in writing addressed to the Governor, or
- (b) is removed from office by the Governor under this clause, or
- (c) ceases to be an appointed member.

(2) The Governor may remove the chairperson or a deputy chairperson from office at any time.

#### **6 Effect of certain other Acts**

(1) Part 2 of the *Public Sector Management Act 1988* does not apply to or in respect of the appointment of an appointed member.

(2) If by or under any Act provision is made:

- (a) requiring a person who is the holder of a specified office to devote the whole of his or her time to the duties of that office, or
- (b) prohibiting the person from engaging in employment outside the duties of that office,

the provision does not operate to disqualify the person from holding that office and also the office of an appointed member or from accepting and retaining any remuneration payable to the person under this Act as such a member.

(3) The office of an appointed member is not, for the purposes of any Act, an office or place of profit under the Crown.

#### **7 Acting members**

(1) If:

- (a) an appointed member is unable, because of illness or absence or for any other reason, to perform the duties of the member's office, or
- (b) there is a vacancy in the office of an appointed member,

the Governor may appoint a person to act in the office of the appointed member

during the inability of the member or pending the filling of the vacancy.

(2) If:

(a) the chairperson or a deputy chairperson is unable, because of illness or absence or for any other reason, to perform the duties of the office of chairperson or deputy chairperson, or

(b) there is a vacancy in the office of chairperson or a deputy chairperson,

the Governor may appoint another appointed member to act in the office of the chairperson or deputy chairperson during the inability of the chairperson or deputy chairperson or pending the filling of the vacancy.

(3) A person appointed under subclause (1) or (2), while so appointed, has all the functions of the appointed member concerned or, as the case may be, the chairperson or the deputy chairperson concerned and is taken to be an appointed member or the chairperson or a deputy chairperson.

(4) The Governor may remove any person from any office to which the person was appointed under this clause.

(5) If:

(a) a person has been appointed under this clause to act as an appointed member, and

(b) the appointed member ceases to hold office without having resumed office,

the period of appointment of the person so appointed continues until the Governor terminates it or for 12 months from the date on which the appointed member ceased to hold office, whichever first happens.

(6) A person holds office as an acting appointed member on such terms and conditions (including terms and conditions as to remuneration and travelling and subsistence allowances) as the Ministerial Council determines in respect of the person from time to time.

## **8 Minutes**

The Corporation must cause full and accurate minutes to be kept of its proceedings at meetings and submit to the Minister a copy of the minutes of each meeting within 1 week after the date on which the meeting is held.

## **9 Committees etc**

(1) The Corporation may establish one or more committees or sub-committees to assist it in connection with the exercise of its functions.

- (2) A person may be appointed to any such committee or sub-committee whether or not he or she is a member of the Corporation.
- (3) The office of member of any such committee or sub-committee is not, for the purposes of any Act, an office or place of profit under the Crown.
- (4) The procedure for the calling of meetings of a committee or sub-committee and for the conduct of business at those meetings is to be decided by the Corporation or (subject to any decision of the Corporation) by the committee or sub-committee.

#### **10 Liability of members etc**

A matter or thing done by the Corporation, a member or any person acting under the direction of the Corporation does not subject a member or such a person personally to any action, liability, claim or demand if the matter or thing was done in good faith for the purposes of executing:

- (a) this Act, or
- (b) any other Act, or
- (c) any Act of the Commonwealth or Victoria for the time being declared under section 6 (4) to be an enactment to which section 6 (3) applies or any part of such an Act.

#### **11 Proof of certain matters not required**

In any legal proceedings, proof is not required (until evidence is given to the contrary) of:

- (a) the constitution of the Corporation, or
- (b) any resolution of the Corporation, or
- (c) the appointment of, or holding of office by, any member, or
- (d) the presence or nature of a quorum at any meeting of the Corporation.

#### **12 Validity of certain actions**

- (1) No person is to be concerned to inquire whether or not the occasion has arisen requiring or authorising a person to act as an appointed member, or to act in the place of the chairperson or a deputy chairperson, in accordance with clause 7 or 15 (2).
- (2) All things done or omitted to be done by a person while acting as an appointed member or as the chairperson or a deputy chairperson are as valid and effectual and are to have the same consequences as if they had been done or omitted to be done by the member or chairperson or, as the case may be, by the deputy chairperson concerned.

## **Part 2 Procedure for calling and holding meetings of the Corporation**

### **13 General procedure**

The procedure for the calling of meetings of the Corporation and for the conduct of business at those meetings is, subject to this Act, to be as decided by the Corporation.

### **14 Quorum**

The quorum for a meeting of the Corporation is a majority of the members for the time being, other than the chief executive officer.

### **15 Presiding member**

- (1) The chairperson is to preside at all meetings of the Corporation at which the chairperson is present.
- (2) If the chairperson is not present at a meeting of the Corporation, the deputy chairperson selected in accordance with the procedure prescribed for the purpose by the Corporation is to preside at the meeting.
- (3) The person presiding at a meeting of the Corporation has a deliberative vote and, in the event of an equality of votes, also has a casting vote.

### **16 Voting**

- (1) The chief executive officer is not entitled to vote at a meeting of the Corporation but is entitled to attend and speak at the meeting.
- (2) A decision supported by a majority of the votes cast by appointed members at a meeting of the Corporation at which a quorum is present is a decision of the Corporation.

### **17 Transaction of business outside meetings or by telephone etc**

- (1) The Corporation may, if it thinks fit, transact any of its business by the circulation of papers among the members and a resolution in writing approved in writing by a majority of the appointed members is a decision of the Corporation.
- (2) The Corporation may, if it thinks fit, transact any of its business at a meeting at which members (or some members) participate by telephone, closed-circuit television or other means, but only if a member who speaks on a matter being considered at the meeting can be heard by each of the other members.
- (3) For the purposes of:
  - (a) the approval of a resolution under subclause (1), or
  - (b) a meeting held in accordance with subclause (2),

the chairperson and each of the other appointed members have the same voting rights as they have at an ordinary meeting of the Corporation.

- (4) A resolution approved under subclause (1) is to be recorded in the minutes of the meetings of the Corporation.
- (5) Papers may be circulated among the members for the purposes of subclause (1) by facsimile transmission of the information in the papers concerned.

## Schedule 3 (Repealed)

## Schedule 3A Savings and transitional provisions

(Section 46)

### Part 1 Preliminary

#### 1 Definitions

- (1) In this Schedule:

**EPA Act** means the *Environmental Planning and Assessment Act 1979*.

**relevant council** means:

- (a) the Council of the City of Albury for land within the City, and
- (b) the Council of Hume Shire for land within the Shire.

**relevant day** means the day on which Schedule 1 (16) to the *Albury-Wodonga Development (Amendment) Act 1991* commences.

- (2) Expressions used in this Schedule that are defined in section 4 of the EPA Act have the meanings so defined.

#### 2 Savings and transitional regulations

- (1) The regulations may contain provisions of a savings or transitional nature consequent on the enactment of the *Albury-Wodonga Development (Amendment) Act 1991*.
- (2) Any such provision may, if the regulations so provide, take effect from the date of assent to that Act or a later day.
- (3) To the extent to which any such provision takes effect from a date that is earlier than the date of its publication in the Gazette, the provision does not operate so as:
  - (a) to affect, in a manner prejudicial to any person (other than the State or an authority of the State), the rights of that person existing before the date of its publication, or

(b) to impose liabilities on any person (other than the State or an authority of the State) in respect of anything done or omitted to be done before the date of its publication.

(4) The regulations may provide for:

(a) the transfer of unspent funds, paid to the Development Corporation as monetary contributions under section 94 of the EPA Act, to the relevant council, and

(b) the relevant council to hold the funds in trust for the purpose for which the payment was required by that Corporation.

## **Part 2 Provisions consequent on the enactment of the [Albury-Wodonga Development \(Amendment\) Act 1991](#)**

### **3 Existing members of the Corporation**

- (1) Any person who was, immediately before the commencement of Schedule 1 (7) to the [Albury-Wodonga Development \(Amendment\) Act 1991](#), holding office as the Chairman or a Deputy Chairman of the Corporation or as a part-time official member under section 7 (1) (c) (i) or (ii) (as in force immediately before that commencement) is taken to have been appointed, for the balance of the person's term of office, to the office of chairperson, deputy chairperson or appointed member referred to in section 7 (2) (e) or (f), as the case requires.
- (2) A person referred to in subclause (1) holds office subject to this Act, on and after the commencement of Schedule 1 (7) of the [Albury-Wodonga Development \(Amendment\) Act 1991](#), on the same terms and conditions as were applicable to the person immediately before that day.

### **4 Functions of relevant council with respect to pending development applications**

If the Development Corporation has not, before the relevant day, determined a development application that was made to it before that day, the relevant council is to determine the application.

### **5 Functions of relevant council with respect to development consents granted by the Development Corporation**

- (1) In relation to any development consent granted by the Development Corporation before the relevant day:
  - (a) the consent is taken to have been granted by the relevant council, and
  - (b) the relevant council has the same functions that the Development Corporation would have had but for the enactment of the [Albury-Wodonga Development \(Amendment\) Act 1991](#).

- (2) In subclause (1), **consent** includes a consent granted subject to a condition.

## **6 Liabilities of Development Corporation**

- (1) Despite clause 5, the Development Corporation is liable for any act done or omitted to be done in the purported exercise of its functions under the EPA Act before the relevant day.
- (2) Without limiting subclause (1), the Development Corporation is liable to indemnify the relevant council in respect of any matter arising from the granting by that Corporation of a development consent that that council is taken to have granted by virtue of clause 5, and is so liable even though the matter arose on or after the relevant day.

## **7 Appeals lodged in respect of determinations of the Development Corporation**

In relation to a determination of the Development Corporation under the EPA Act, the relevant council has, on and after the relevant day, the same functions under section 97 (Appeal by an applicant) and section 98 (Appeal by an objector) of that Act as the Development Corporation had before that day.

## **8 Development control plans**

- (1) Any development control plan made by the Development Corporation that has not been repealed before the relevant day is taken to have been prepared by the relevant council in so far as it relates to land within that council's local government area.
- (2) Any reference in such a plan to the Development Corporation is to be treated as a reference to the relevant council.

## **Schedules 4, 5 (Repealed)**