

NON-BINDING MEMORANDUM OF UNDERSTANDING

DATE: 24 November 2022

Between:

Byron Shire Council ("Council") [ABN: 14 472 131 473] of 70 Station Street,
Mullumbimby

and

The Transport Asset Holding Entity of New South Wales ("TAHE") [ABN: 59 325 778 353] of Level 15, 130 Pitt Street, Sydney NSW 2000

1. Nature and Duration of MOU

This is a non-binding Memorandum of Understanding ("MOU") between Council and TAHE. With the exception of clause 9, this MOU is not intended to be legally binding on the parties and does not give rise to legal rights or obligations.

The MOU will apply from the date of execution and will continue to apply until the earlier of the following dates:

1. Three (3) years after the date of this MOU; and
2. Termination of this MOU by either party on the giving of one month's written notice to the other.

2. Purpose

The purpose of this MOU is to establish a clear intention between Council and TAHE to work together to promote positive social and economic land use outcomes in the township of Mullumbimby.

All outcomes agreed between Council and TAHE must be consistent with TAHE's obligations and powers under the *Transport Administration Act* (1988).

3. Scope

Council and TAHE are committed to maintaining a positive and cooperative working relationship.

Council and TAHE recognise the importance of delivering land use and infrastructure outcomes in the rail corridor that provide social benefit to the residents of Mullumbimby. These could include land uses such as: affordable housing, car parking, open space and community uses. These could include infrastructure outcomes such as shared paths or multi-modal public transport.

Council and TAHE recognise the aspirations of local communities and Council as per Attachment A. These summarise the goals identified by local communities in the 'Our Mullumbimby Masterplan'.

Council and TAHE recognise the organisational economic and strategic strategies and vision of TAHE as per Attachment B, and recognise that TAHE must comply with the obligations and powers set out under the *Transport Administration Act* (1988).

Council and TAHE will work together collaboratively and in good faith to achieve the objectives set out in this MOU.

As part of the parties' mutual commitment, Council and TAHE will act in accordance with the spirit and intent of this MOU, even though neither party intends that it be legally binding.

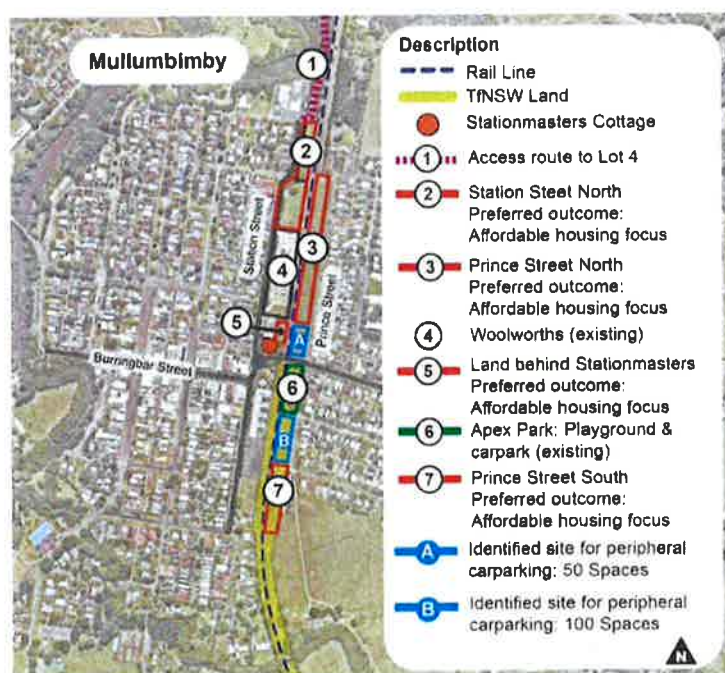
Council and TAHE agree to share information where appropriate.

4. Initial Project Priorities

The following initial Council project priorities are noted:

- Council licencing part of the rail corridor on Argyle Street, Mullumbimby (refer Area A on Figure 1) for the purpose of a public carpark. This will help to support Council's development of a nearby lot for affordable housing.
- TAHE and Council working together to develop a concept plan for the rail corridor land in the Mullumbimby Town Centre, noting:
 - such concept should be cognisant of TAHE's obligations and powers under the *Transport Administration Act* (1988), particularly concerning non-operational railway lines which have not been closed; and
 - Council's aspirations as per Figure 1.

Figure 1: Mullumbimby Rail Corridor



5. Roles and responsibilities

TAHE and Council will each provide a suitably senior staff member as a central point of contact.

TAHE will consider requests for a representative to address Council meetings or workshops in relation to the scope.

Council will provide organisational support for any community consultation programs relating to the scope in the Byron Shire.

Council will promote the positive outcomes achieved with TAHE and acknowledge the efforts of both parties at appropriate points in time.

Council, through its planning and assessment team, will provide assistance and support to TAHE to minimise processing times of any applications for approval and support prompt decision-making outcomes where these applications align with the objectives of this MOU.

TAHE or TfNSW will communicate with Council regarding significant decisions relating to the rail corridor in the Byron Shire.

6. Meetings

Meetings in relation to the subject of this MOU will be held as required and can be requested by either party.

Meeting agendas and minutes will be prepared by the caller of the meeting in consultation with the other party.

7. Advertising and announcement

Unless required by law, an announcement, circular or other public disclosure including promotional materials such as newsletters, brochures, flyers or annual reports, referring to the contents or subject matter of this MOU, must not be made or permitted by a party without the prior written approval of the other party.

8. Confidentiality

The parties acknowledge that information disclosed by one party to the other (the disclosing party) in the course of the subject matter of this MOU may be confidential and unless required by law, must not be disclosed to a third party except with the prior written consent of the other party.

9. Variation

The parties may agree to vary any of the requirements of this MOU. Such agreement must be in writing and signed by both parties.

A review will be done after 12 months to evaluate the achievement of the goals and objectives in the MOU and the effectiveness.

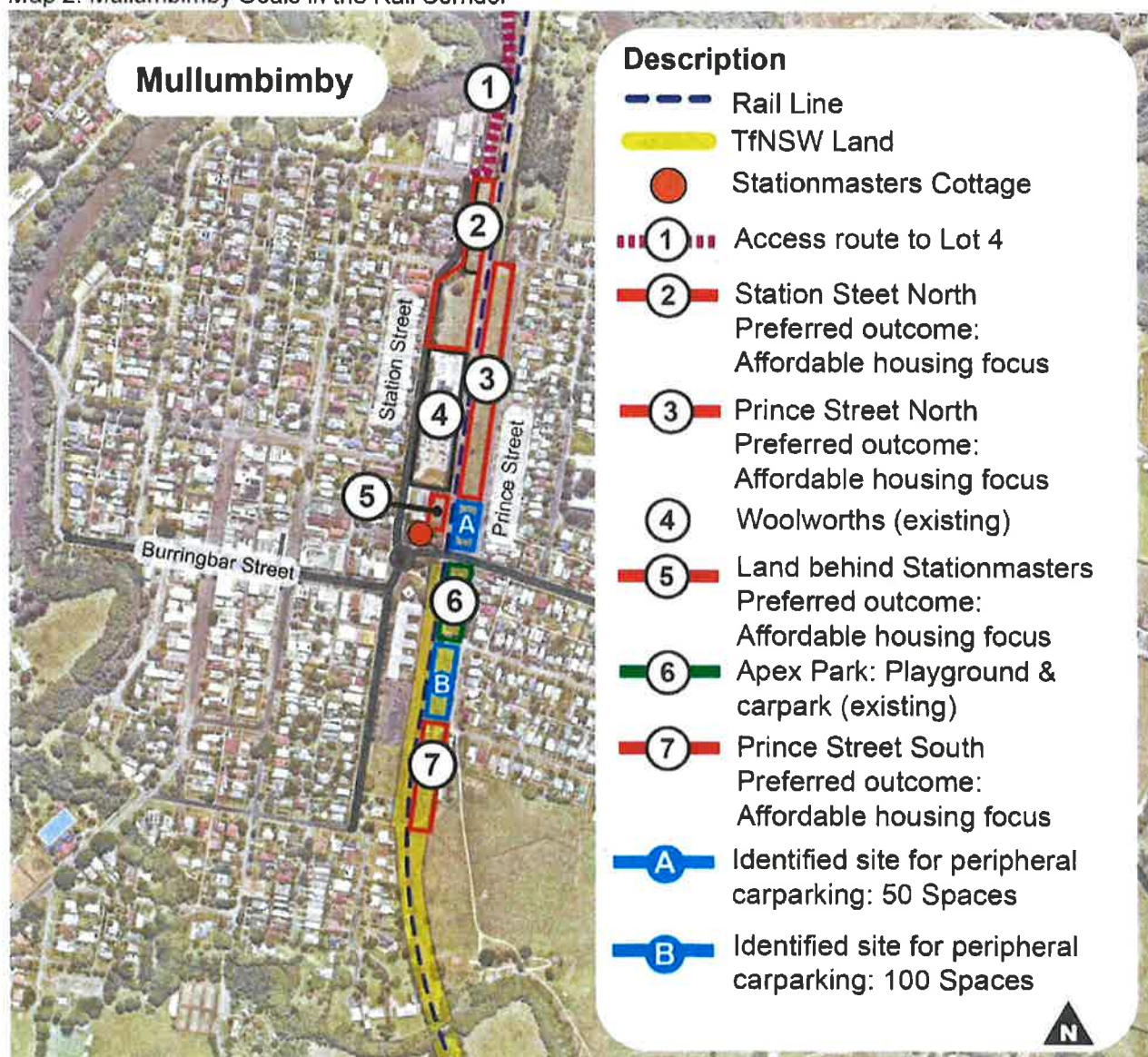
Reference Documents

- Attachment A: Excerpt from 'Byron Shire Council Railway Land Strategic Goals'
- Attachment B: Transport Asset Holding Entity Strategy

2. Mullumbimby Town Centre Goals in the Rail Corridor

Goal	Map Reference	Strategic Reference
Sites identified for potential medium density affordable housing developments with proximity to town centre and other services.	2, 3, 5, 7	The Our Mullumbimby Masterplan (pages 34-35)
Sites identified for peripheral town centre carparking.	A and B	The Our Mullumbimby Masterplan (pages 34-35)
Seeking access licence over rail land to access Council lot Lot 4 DP 841856.	1	Past Council resolution

Map 2: Mullumbimby Goals in the Rail Corridor




Transport Asset Holding Entity Strategy



SIGNATURES

Byron Shire Council

Signature of witness



Name of witness

TONI GRAHAM

Date: 24 NOV 2022



Signature of authorised representative

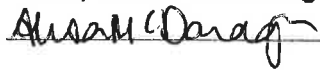
MARK ARNOLD

Name of authorised representative

GENERAL MANAGER

Title of authorised representative

Transport Asset Holding Entity of NSW



Signature of witness



Signature of authorised representative

Aislin McDonagh

Name of witness

BENEDICTE COLIN

Name of authorised representative

CEO

Title of authorised representative

Date: 7.12.2022