

LEGISLATIVE COUNCIL
Question Without Notice

Tuesday, 20 September 2016

C1051. Hon Lynn MacLaren to the Parliamentary Secretary representing the Minister for Forestry

- (1) Will the Minister please table the Memorandum of Understanding between the Forest Products Commission and the Department of Parks and Wildlife and any MOU that FPC has in place with other agencies?
- (2) Does the Forest Products Commission pay rates or other service charges to local councils?
- (3) If yes, for the most recent year available please provide:
- (a) the amount(s) of the payment(s);
 - (b) the name(s) of the council(s) to which payment(s) was/were made; and
 - (c) the service(s) for which payment(s) was/were made.

Answer

- (1) Yes. The Memorandum of Understanding between the Forest Products Commission and the Department of Parks and Wildlife was tabled on 26 June 2001, in accordance with section 10(7) of the *Forest Products Act 2000* and section 33(9) of the *Conservation and Land Management Act 1984*. It is tabled paper 329. Memorandum of Understanding between Forest Products Commission and Department of Water [see tabled paper no].
- (2) Yes
- (3) (a)-(c) [See tabled paper no].

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Memorandum of Understanding

Parties

The Forest Products Commission, a Western Australian Government statutory body having its office at Level 1, D Block, 3 Baron-Hay Court, Kensington, WA 6151 ("**FPC**").

AND

Department of Water, a Western Australian Government department having its office at 168 St Georges Terrace, Perth, WA 6000 ("**DoW**");

Background

- A. The FPC is a government owned statutory authority responsible for managing the State's commercial forestry activities. The FPC is responsible for the sustainable management and development of Western Australia's timber industry using native forest, plantation and sandalwood products on land owned or leased by the State. In carrying out these functions the FPC must ensure the long-term viability of the forest products industry and that the principles of ecologically sustainable forest management are applied.
 - B. The DoW is a government department, which supports Western Australia's growth and development by managing the availability and quality of water sustainably – now and for the future.
 - C. As part of the development of a strategic plan for the State's softwood industry, a number of land expansion opportunities are being evaluated. This includes the opportunity to convert existing eucalypt plantations to long rotation radiata pine within the Collie River Catchment.
 - D. The DoW has been supporting the State Government's commitment to review salinity improvement options and water security needs in the Collie Wellington area. The DoW continues to work towards salinity improvements through cost effective, industry-supported solutions.
 - E. The DoW manages and leases tree plantations on land it has purchased within the Collie River Catchment. A number of mixed species plantations are performing poorly and two existing commercial blue gum plantation lessees will be exiting their leases in the near term.
 - F. The Parties have had initial discussions regarding the opportunity to establish additional softwood plantations within the Collie River Catchment on land owned by the DoW and this Memorandum of Understanding (MOU) will describe the process to achieve this outcome.
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Terms and Conditions

1 Obligations of the Parties

- 1.1 During the term of this MOU, the parties will make all reasonable efforts to:
- (a) Identify and evaluate the suitability of land that will become available following the final commercial harvest of blue gums referred to in Recital E and exit of the two lessees from the relevant leases.
 - (b) Identify and evaluate the suitability of all other available land planted to eucalypts that are termed "commercial" on planting maps.
 - (c) Negotiate a lease agreement suitable for a long term (30+ year) radiata pine rotation in the above identified areas (or any suitable part thereof).
 - (d) Develop a forest management structure that includes the fire protection resources available to the FPC through the inter-agency agreement with the Department Parks and Wildlife.
 - (e) Develop an agreed sale process for timber products and profit share arrangement for conversion of the mixed eucalypt plantings proposed to be harvested and replaced by radiata pine.
 - (f) Review catchment modelling of the maximum allowable area that can be harvested annually after assessing the water benefits of establishing a more productive tree species.
 - (g) Develop a long-term management plan for the DoW funded radiata pine plantations that are currently being established by other parties.
- 1.2 Further to the above;
- (a) DoW will consider which areas would become available to FPC and indicate an annual land conversion program.; and
 - (b) FPC will endeavour to develop a long-term establishment program and budget accordingly.

2 Term

- 2.1 This MOU shall commence on the Commencement Date (being the date of signing of this memorandum or such other date as agreed in writing between the Parties) and shall continue for a period of five (5) years unless earlier terminated or concluded in accordance with this MOU.
- 2.2 It is the parties intention that all specific areas converted to radiata pine under this MOU will be covered by individual timber sharefarming agreements between the Parties

3 Confidentiality

- 3.1 The Parties agree that a Party ('the disclosing Party'), to the extent of its right to do so shall disclose to the other Party ('the receiving Party') only such Proprietary Information which the disclosing Party deems appropriate to fulfil the purpose of this MOU. For the purposes of this MOU, Proprietary Information means:
- All information which can reasonably be considered commercially sensitive, save and except where that information
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- (a) has come into the public domain prior to, or after the disclosure thereof and in such case through no act or omission of the receiving Party; or
 - (b) is already known to the receiving Party, as evidenced by written documentation in the files of the receiving Party; or
 - (c) has been lawfully received from a third party without restrictions or breach of this agreement; or
 - (d) has been or is published, without violation or breach of this agreement; or
 - (c) is independently developed in good faith by employees of the receiving Party who did not have access to the Proprietary Information; or
 - (f) is approved for release or use by written authorization of the disclosing Party; or
 - (g) is not properly designated or confirmed as proprietary.

3.2 The receiving Party hereby agrees that, for the duration of this MOU and for a period of three (3) months after termination or expiration thereof, any Proprietary Information received from the disclosing Party shall:

- (a) be protected and kept in strict confidence by the receiving Party agrees not to use the Proprietary Information for the sole benefit of the receiving party to the exclusion of the other.
- (b) be only disclosed to and used by those persons within the receiving Party's organization who have a need to know and solely for the Purpose specified in this agreement;
- (d) not be used in whole or in part for any purpose other than the Purpose of this agreement without the prior written consent of the disclosing Party;
- (e) neither be disclosed nor caused to be disclosed whether directly or indirectly to any third party or persons other than those mentioned in subparagraph (b) above;
- (f) neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorized in writing by the disclosing Party.

4 Termination

Either party may terminate this MoU at any time upon the provision of written notice to the other. Any termination will take effect from the date of that notice being received.

5 General Conditions

This memorandum is an indication of the respective parties' good faith and intention to enter into a legal relationship in accordance with the terms set out hereunder. The Parties agree that this MOU does not constitute a representation at law, and that no party relies on the terms contained herein. This MOU does not constitute a binding contract at law, and does not create any legal or equitable rights or obligations of any nature whatsoever between the parties.

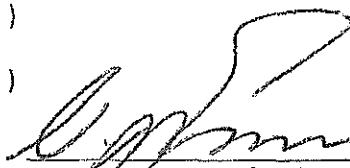
Execution Page

EXECUTED as memorandum on

08 January, 2015

SIGNED FOR AND ON BEHALF of
FOREST PRODUCTS COMMISSION:

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Signature of Authorised Person

GENERAL MANAGER
Office held

VINCE ERASMUS
Name of Authorised Person
(Print Name)

SEARON-HAY CRT, KENSINGTON
(Usual Address)

SIGNED FOR AND ON BEHALF of
DEPARTMENT OF WATER

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Signature of Authorised Person

A/DIRECTOR-GENERAL
Office held

GK CLAYDON
Name of Authorised Person
(Print Name)

168 ST GEORGES TERRACE.
(Usual Address)

Council	Rates (\$)	Tipping fees (\$)	Heavy Haulage Permits (\$)	Grading (\$)	Weighbridge (\$)	Totals (\$)
Shire of Donnybrook Balingup	1 686.91		435.46			2 122.37
Shire of Gingin	2 676.13					2 676.13
Shire of Manjimup	2 101.00	1 254.08	1 000.00			4 355.08
Shire of Nannup	7 223.89		722.73			7 946.62
Shire of Plantagenet	2 378.15					2 378.15
Shire of West Arthur	5 719.67			2 000.00		7 719.67
Shire of Collie	3 811.29				45.45	3 856.74
Shire of Harvey	1 428.00					1 428.00
Shire of Esperance	2 681.78					2 681.78
Shire of Bridgetown - Greenbushes			347.90			347.90