



AGENDA

FOR THE ORDINARY MEETING

OF COUNCIL

TO BE HELD ON

THURSDAY 23 AUGUST 2012

Commencing 11.00 am

SHIRE OF YALGOO

NOTICE OF ORDINARY COUNCIL MEETING

THE ORDINARY MEETING OF COUNCIL WILL BE HELD IN THE COUNCIL CHAMBERS ON
THURSDAY 23 AUGUST 2012 COMMENCING AT 11.00 am.

S Daishe
Chief Executive Officer

16 August 2012

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Agenda for the Ordinary Meeting of the Yalgoo Shire Council,
to be held in the Council Chambers, 37 Gibbons Street, Yalgoo,
on 23 August 2012, commencing at 11.00 am.

1. DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS
--

2. RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE
--

MEMBERS

STAFF

GUESTS

OBSERVERS

LEAVE OF
ABSENCE

APOLOGIES

3. DISCLOSURE OF INTERESTS
--

Disclosures of interest made before the Meeting

4. PUBLIC QUESTION TIME

4.1 RESPONSE TO QUESTIONS TAKEN ON NOTICE

4.2 QUESTIONS WITHOUT NOTICE

5. MATTERS FOR WHICH THE MEETING MAY BE CLOSED

Item 14.1 Consideration of a matter affecting an employee 5.23 (2) (a)

6. APPLICATIONS FOR LEAVE OF ABSENCE

7. ANNOUNCEMENTS CONCERNING MEETINGS ATTENDED

7.1 PRESIDENT

Date	Details	Attended with whom

7.2 COUNCILLORS

Date	Details	Councillors

8. CONFIRMATION OF MINUTES

8.1 ORDINARY COUNCIL MEETING

Background

Minutes of the Ordinary Meeting of Council have previously been circulated to all Councillors.

Voting Requirements

Simple majority

OFFICER RECOMMENDATION

Minutes of the Ordinary Meeting

That the Minutes of the Ordinary Council Meeting held on 19 July 2012 be confirmed.

Moved:	Seconded:	Motion put and carried/lost
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8.2 SPECIAL COUNCIL MEETING

Background

Minutes of the Special Meeting of Council have previously been circulated to all Councillors.

Voting Requirements

Simple majority

OFFICER RECOMMENDATION

Minutes of the Special Meeting

That the Minutes of the Special Council Meeting held on 9 August 2012 be confirmed.

Moved:	Seconded:	Motion put and carried/lost
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9. MINUTES OF COMMITTEE MEETINGS

10. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS/Other Matters

10.0 INFORMATION ITEMS

Sharing of operational information on items that are not confidential, do not require a decision and do not meet the definition of matters for which the meeting may be closed under section 5.23 of the Local Government Act (eg: matters affecting employee/s or the personal affairs of any person).

11. MATTERS FOR DECISION

11.0 MATTERS BROUGHT FORWARD

11.1 WORKS AND SERVICES

11.1.1 Mt Magnet Gold Pty Ltd Road Train Permit Agreement

File:	
Author:	Ron Adams, Project Executive
Interest Declared:	No interest to disclose
Date:	19 June 2012
Attachments (yellow)	P1-6 Application letter and road map from Mutiny Gold P7-30 Former Road Train Permit Agreement

Matter for Consideration

Consider an application for road train use on Uanna Hills Road by Mt Magnet Gold Pty Ltd.

Background

Mt Magnet Gold Pty Ltd has requested use of several roads in the Shire of Yalgoo from their operation at the Western Queen Mine.

Previous applications have been approved as per the following extract of minutes from 2007:

15.5 HARMONY GOLD – Road Train Permit

File: R11-77

Author: Niel Mitchell, CEO

Interest Declared: No interest to disclose

Date: 16 October 2007

Attachments: Draft Road Train Agreement and Map of Roads

MATTER FOR CONSIDERATION

To approve a road train permit on Shire roads for Harmony Gold.

BACKGROUND

Harmony Gold have been considering the carting of tailings from their Western Queen Mine to Mt Magnet for treatment for some time. Final Draft Agreement was received from them on Tuesday 16 October 2007.

STATUTORY ENVIRONMENT

Local Government Act 1995 –

- *s.3.1 - Provides that the general function of the local government is to provide for the good government of persons in its district.*

Public Works Act 1902 –

- *s.86(3) – roads under control of local governments.*

STRATEGIC IMPLICATIONS

Improvement in roads.

POLICY IMPLICATIONS

None

FINANCIAL IMPLICATIONS

None.

CONSULTATION

Nick Carter, Greg Job of Harmony Gold

Matt Barns, Greenfield Technical Services

Peter McConnell, CEO Shire of Mt Magnet

Cliff Hodder, Works Supervisor

COMMENT

This has been under discussion with Harmony Gold for some time, but it is only in the past 4-5 weeks that it has been certain to go ahead.

Quite some time ago, while Harmony were still in preparation, the Works Foreman and I met with Shire of Mt Magnet and Harmony Gold representatives for a demonstration of the Petrotac stabiliser they propose to use. While not impressed with the capabilities of the stabiliser on the day, it was acknowledged that its application had not been according to specifications.

I have been working closely with Peter McConnell, CEO Shire of Mt Magnet, and have also referred the draft Agreement to Matt Barns of Greenfield Technical Services.

In reviewing an early draft, Matt Barns did express his concerns over a number of factors, and these have been addressed in the more recent draft in large part. There are some issues not specifically addressed, such as a stipulated commencement date, but this cannot occur until MRWA issues a Road Train Permit.

The Shire of Mt Magnet has referred various drafts of the Agreement to their solicitors, McLeod's, and there are substantial changes to the early versions, and pick up most of Matt Barns' concerns. Following McLeod's advice, Mt Magnet Shire have now signed their Agreement.

The bottom line is that the Agreement requires the road to be left in as good as or better than, its original condition. This is of greater benefit to Mt Magnet than to Yalgoo as their section is well below road train standard.

Prior to a road train permit being issued, Main Roads WA are required to inspect the road, for its suitability for the task.

A very brief summary of the Agreement –

- *the Shire allows them use of various road from the Western Queen minesite, to connect up with the Mt Farmer to Mt Magnet Road*
- *approx 180,000 tonnes, but not more than 200,000 tonnes is to be transported by the end of January roughly*
- *Harmony Gold are responsible to upgrade, realign and maintain the roads to road train standard for the duration of haulage, and it is to be at their cost*
- *the roads are to be left in as good as or better condition than now*

- *independent assessment of the roads prior to, after signing, and after termination of the Agreement is required at Harmony Gold's cost*
- *any repair work to bring to as good as Original Condition to be done at Harmony Gold's cost*
- *a bank guarantee of \$50,000 is being provided to the Shire of Yalgoo to repair the roads at the conclusion of the Agreement, if not undertaken by Harmony Gold*

VOTING REQUIREMENTS

Absolute majority

OFFICER RECOMMENDATION/COUNCIL DECISION

C2007-1009 Harmony Gold – Road Train Permit

Moved Cr LJ O'Connor, Seconded Cr DP Morrissey

That the draft Road Train Agreement with Mt Magnet Gold Ltd, for the use of –

- *Rd 51 – Dalgaranga-Mt Magnet Road*
- *Rd 52 – Dalgaranga-Meteorite Road*
- *Rd 53 – Uanna Hills Road*

be approved, and that the President and CEO be authorised to affix the Common Seal to the Agreement.

Motion put and carried by an absolute majority 7/0

Statutory Environment

Local Government Act 1995

S6 deals with the requirement for an annual budget by each local government and expenditure from the municipal account

- Part 4 – Provision of goods and services

Public Works Act 1902 –

- s.86(3) – roads under control of local governments.

Strategic Implications

Policy Implications

Financial Implications

All costs for road agreement to be paid for by Mt Magnet Gold Pty Ltd.

Consultation

Sharon Daishe, CEO

Cliff Hodder, Works Foreman

Comment

All items covered in the road agreement are still current.

Voting Requirements

Simple Majority

Officer Recommendation

Road Permit Agreement Mt Magnet Gold Pty Ltd

That Council:

- 1. Enter into a Road Train Agreement with Mt Magnet Gold Ltd using the previously approved agreements for the use of –**
 - Rd 51 – Dalgaranga-Mt Magnet Road**
 - Rd 52 – Dalgaranga-Meteorite Road**
 - Rd 53 – Uanna Hills Road**
- 2. Authorise the President and CEO to affix the common seal to the agreement when the road agreement is executed.**

Moved:

Seconded:

Motion put and carried/lost

11.1.2 Regional Roads Group Projects 2013-14 Yalgoo Morawa and Yalgoo Ninghan Roads

File:	
Author:	Ron Adams, Project Executive
Interest Declared:	No interest to disclose
Date:	13 August 2012
Attachments	Nil

Matter for Consideration

Regional Roads Group Projects for 2013-2014

Background

The Regional Roads Group requires each shire to submit projects by 31 August for funding for the next financial year.

It has been Yalgoo's practice to submit a program to "reform and improve drainage" on the Yalgoo Ninghan and the Yalgoo Morawa roads.

In 2011-12 the funded project of reseal on the Yalgoo Ninghan road was successful and the reserve project of "reform and drainage improvements" on the Yalgoo Morawa road also received funding due to moneys being returned to the pool by other Midwest shires.

In 2011-12 the shire completed reforming and sheeting of approximately 10km (SLK 26-36), and plans to seal with a single coat 14mm seal as much of that section this financial year. Both of these projects have been funded by Roads to Recovery (Federal Grant).

Roads to Recovery is its final year, so there is no guarantee that this program will continue, however the federal government of both persuasions have kept the program running and with a federal election coming the program will be very likely to continue. Yalgoo usually receive around \$300,000 pa for this grant.

The Shire has applied to the Department of Regional Development and Lands to expend the Yalgoo 2011-12 Country Local Government Fund regional allocation towards the Morawa Road sealing project. Income and expenditure has been allowed in the 2012-13 budget however this application has not yet been approved, and was submitted on a risk basis knowing that the project did not meet CLGF regional guidelines because no other Shire is contributing funds.

With the unusual scenario that the shire may not get either RTR or CLGF Regional Component funding, this potentially leaves the section of the Yalgoo Morawa Road SLK 22-33 being constructed without a seal being applied.

On the Yalgoo Ninghan road there will be 8km of reseal to complete the program to the Golden Grove entrance. The road has been inspected and the final 8km is in excellent condition and could be postponed for another 4 years.

The southern section of the Yalgoo Ninghan road especially from SLK 12-38 requires works to be carried out to make the road meet the minimum Main Roads (MRWA) specifications. The section of road has been inspected by Greenfield Technical Services and in consultation with MMG (Golden Grove) with a view to determining the level of service that the mine requires from this road. The problem with the road is that it is narrow in running surface and requires widening.

MMG Golden Grove operate on a calendar year of 1 January to 31 December. Following negotiations with the Shire executive, MMG have confirmed that for the 2012 financial year they will make ex gratia payments to the Shire of an additional \$100,000 for road construction (as disclosed in the 2012-13 Shire annual budget) and \$15,000 for repairs on the Yalgoo Ninghan road (outside the regional road group reseal

program). This contribution is an additional \$115,000 above their agreed contribution in the Memorandum of Understanding.

MMG Golden Grove have also agreed in principle to match the Shire's 1/3rd contribution to a regional road group project to improve the southern section, inclusive of their existing \$63,000 MOU contribution to the southern section. MMG Golden Grove is sharing the cost of the engineering reports for this project.

In return, MMG Golden Grove seek confirmation from the Shire for ongoing access to the Southern Section of the Yalgoo Ninghan road.

Statutory Environment

Local Government Act 1995

Strategic Implications

Improvements to the southern section of the road to improve safety and meet appropriate standards for the increased traffic on the road.

Policy Implications

Financial Implications

Regional Roads Group funding is based on competitive bids and an extensive point scoring system. Each shire submits projects and they are assessed and allocated funding from the Midwest pool of money allocated by the state government.

RRG projects require 1/3rd matching funds.

Consultation

Sharon Daishe, CEO

Cliff Hodder, Technical Works Supervisor

Michael Keane, Greenfield Technical Services

Scott Roffey, Craig Turley, MMG Golden Grove

Comment

Yalgoo Ninghan Road:

A submission is made to RRG to widen SLK 12-38 to bring the road into the minimum specification for a road of that class.

Yalgoo Morawa Road:

A submission is made to RRG to primer seal SLK 26-36 and this be a staged project for 2013-14 and 2014-15 with a second seal, but this project be withdrawn if CLGF Regional and RTR program are forthcoming.

A submission be made for reforming and drainage improvement on SLK 0-12.

Voting Requirements

Simple Majority

Officer Recommendation #1

Regional Roads Group Projects

That Council lodge submissions for Regional Road Group Funding for the following three projects by the due date for applications being 31 August 2012:

1. Widening of SLK 12-38 on the Yalgoo Ninghan road; and
2. Primers seal in a staged project on the Yalgoo Morawa Road SLK 26-36 for 2013-14 and 2014-15 financial years, on the condition that if alternative funding (eg: CLGF regional or Roads to Recovery) is sourced for this project, then it is to be withdrawn from RRG;
3. Reforming and drainage improvements on the Yalgoo Morawa road SLK 0-12.

Moved:

Seconded:

Motion put and carried/lost

Officer Recommendation #2

MMG Golden Grove negotiations re Yalgoo Ninghan Road

That Council advise MMG Golden Grove that once agreement has been reached between the parties on the scope and cost of widening/upgrading the southern section (SLK 12-38) of the Yalgoo Ninghan Road, the Shire will ratify agreed outcomes including ongoing access to the section of the Yalgoo Ninghan Road that is south of the mine site.

Moved:

Seconded:

Motion put and carried/lost

11.2 DEVELOPMENT, PLANNING AND ENVIRONMENTAL HEALTH

11.2.1 Request for Letter of Support, Coodingnow Inc, Lease of Reserve R21187 Paynes Find

File:	Reserve R21187 Paynes Find
Author:	WV Atyeo – Environmental Health Officer/Building Surveyor
Interest Declared:	No interest to disclose
Date:	14 August 2012
Attachments	P31-34 Letter from Beverley Slater – Chairperson - Coodingnow Inc. with map (yellow) showing location of Reserve R21187

Matter for Consideration

Council has received a letter from Beverley Slater who is the Chairperson of Coodingnow Inc. seeking support of their proposal to secure a long time lease over Reserve R21187 at Paynes Find. The use of the land proposed is for the Use and Benefit of Aboriginal People.

Council will be asked to consider:

- Issuing a letter of support for Coodingnow Inc. to secure a long term lease of Reserve R21187.

Background

From the letter sent to the CEO it is apparent that Beverley Slater has met previously with Council on this matter and has been verbally encouraged by the responses of the Council. Coodingnow Inc. has now applied to the ALT/Department of Indigenous Affairs in order to acquire a long term lease over the stated Reserve.

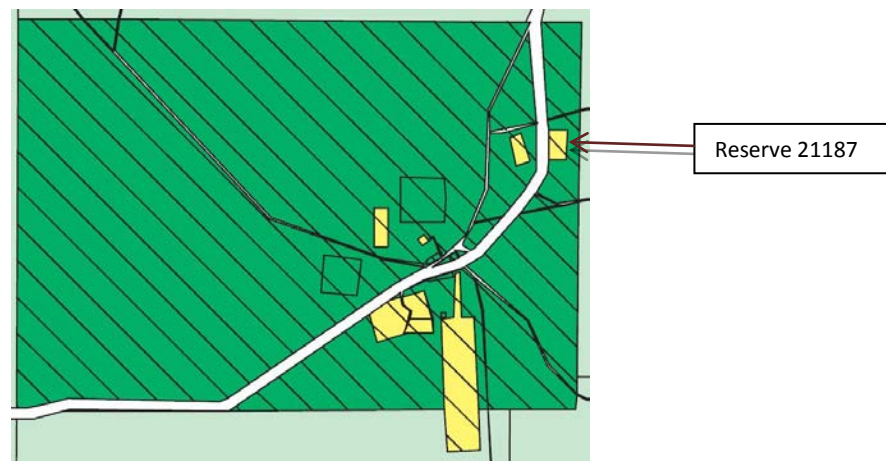
In order for this to progress the support of Council is required.

In the letter to Council Beverley clearly states that Coodingnow Inc. aims to control land that will allow the Badimia people to have access to their traditional land, to protect and preserve their language, tradition, culture and inheritance of significant sites specific to the surrounding areas and to develop, sustain, promote and maintain these for future generations while providing physical, spiritual and cultural wellbeing.

The reserve is stated on Landgate as :

- 10.1172 ha of uncleared natural bush
- Management Order to Aboriginal Lands Trust (ALT)
- Purpose stated is for “Use and Benefit of Aboriginal Inhabitants”
- Located on the Great Northern Highway, just North of the turn off to Sandstone
- The ALT has the power to lease for any term.

The Shire of Yalgoo’s Town Planning Scheme Number 2 shows the Reserve as Local Scheme Reserve (Public Purposes use). The Scheme does not designate the use for this reserve and so Planning Approval will be required under Part 9 of the Scheme and Council will need to make a decision on the matter.



Beverly Slater has stated in the letter of submission to the ALT that Coodingnow Inc. would like to initially set up some low level camping facilities which would provide a central point from which they can work and also to create an employment opportunity in conjunction with the Shire for a caretaker who would reside in Paynes Find. I would suggest that this person should be employed by Coodingnow Inc. but would have close connections with the Shire, which would need to be negotiated at the relevant time.

Beverly has also stated the following as a staged approach to what Coodingnow Inc. propose for the Reserve:

1st Stage. 12 to 24 months

- Low level camping area defined.
- Continue dialogue with the Yalgoo Shire about possible Shire partnerships and employment.
- Possibility of employment of a resident Badimia caretaker funded through the Shire.
- Eco toilet and natural water collection

2nd Stage. 24 months +

- Possibility for employment of a resident Badimia cultural guide within the Paynes Find area.
- Cultural camps for our youth.
- Low scale cultural tourism

Beverly also stated that Coodingnow Inc. will seek assistance from the following:

- Badimia Peoples Trust - donations
- Indigenous Community Volunteers (ICV) – for planning assistance.
- Natural Resource Management Groups – for funding opportunities to eradicate vermin and pests and protection of native flora and fauna.
- Lotterywest – for funding opportunities for promotion of Aboriginal association in the area as tourist opportunities and
- ICV process will also identify any other potential partnership opportunities.

As stated, Coodingnow Inc. seeks a letter of support from the Shire of Yalgoo for the acquisition of the Reserve R21187 for the purposes they have outlined.

Statutory Environment

- Shire of Yalgoo Town Planning Scheme – consideration of all relevant clauses.
- Health Act 1911 – Sections concerned with Sanitation, Waste, and Potable water supplies.
- Building Act 2011

- Caravan Park and Camping Grounds Act and Regulations – Sections in relation to establishing a Nature Based camping grounds

Strategic Implications

If this initiative by the Coodingnow Inc. people is supported adequately by all responsible Departments of Government and the Camping Grounds are run and managed by the people then it will be a worthwhile and culturally significant development that would be an example of what can be achieved by all when the responsible agencies work together in a positive and productive manner.

Policy Implications

Nil

Financial Implications

Nil at this stage.

Consultation

Sharon Daishe – Chief Executive Officer – Shire of Yalgoo
Ron Adams – Project Executive – Shire of Yalgoo
Beverley Slater – Chairperson of Coodingnow Inc.

Comment

At this stage the Coodingnow Inc. is requesting a letter of support from the Shire for their proposal so that they may attain the lease over the Reserve R21187 Paynes Find. There are of course many obstacles that Coodingnow Inc. will need to overcome in order to achieve their goals, but gaining access and use of the land is the first step.

As the development progresses after this phase, then all the other legislation will be involved such as Town Planning approval, Health Act matters, and Building permits as required.

I personally feel that it is a good proposal and will, if run and controlled well by the people, be of significant benefit to the many indigenous people that frequently travel our highway. I also believe that this type of foresight and positive direction needs to be encouraged, as it is what the people want and there is an undertaking by the people to run and control the Reserve so that it is of benefit to the people.

I will therefore be recommending that the Council write a letter of support for Coodingnow Inc. to secure the lease on Reserve R21187, and for the proposed development as outlined in Coodingnow Inc. letter to the Aboriginal Lands Trust (ALT).

Comment CEO

Coodingnow Inc have alluded to Shire funding for a resident Badimia caretaker. The Shire does not have funding identified in the budget for this. It is recommended that without significant further research, identified funding and a detailed proposal, the Shire does not consider this matter at this time.

Voting Requirements

Simple Majority

Officer Recommendation

Letter of Support for the application of Coodingnow Inc to Lease Reserve R21187 at Paynes Find

That Council:

1. Commends Coodingnow Inc for their initiative and issues a letter of support for Coodingnow Inc. to secure the lease of Reserve R21187 at Paynes Find for the proposed use and benefit of Aboriginal people to have access to their traditional land to preserve language, tradition and culture for future generations; and
2. Informs Coodingnow Inc that such support does not include, or in any way imply approval for, Shire funding for a caretaker for the reserve; and
3. Advises that the following matters are required to be addressed by the relevant Department/persons during the further planning processes leading to a Planning Application being lodged with Council should Coodingnow Inc. secure the land:

- Coodingnow Inc. is to take full responsibility of the Reserve, and:
 - Keep the Reserve clean and free of all debris and rubbish at all times.
 - Restrict all campfires to designated areas.
 - Maintain and keep clean all facilities that are provided.
 - Ensure that there be no clearing of vegetation other than that approved by the responsible Government body.
 - Provide facilities as required by the Caravan Parks and camping Grounds Act and Regulations.
 - Do not permit any person to establish permanent residence/occupation on the Reserve, or construct any buildings unless they are approved by the Shire in the form of a Building License as required by the Building Act 2011.
 - Obtain Planning Approval from the Shire and any subsequent Building Permits as required, before any use or construction takes place on the Reserve.
 - Provide the Shire with letters from the Department of Indigenous Affairs and Aboriginal Lands Trust stating that Coodingnow Inc. has their full support, and if required the two Departments will ensure that adequate funds are available for Coodingnow Inc. to build and to maintain, on an ongoing basis, the buildings that are proposed to be constructed on the Reserve.
 - Coodingnow Inc. is to have a succession plan for who is responsible, and who takes over responsibility of the Reserve following death, disagreement and or resignations from Coodingnow Inc. so that there is always a 2-5 people fall back position and also in the event that Coodingnow Inc. is dissolved.

Moved:

Seconded:

Motion put and carried/lost

11.2.2 Ferrowest Option Deed

File:	
Author:	Sharon Daishe, CEO
Interest Declared:	No interest to disclose
Date:	16 August 2012
Attachments (yellow)	P35-38 Letter from Ferrowest dated 5 July 2012: Yogi Mine Project – Update on Strategic Developments

Matter for Consideration

To consider offering an extension to the date on which Council offered to enter into an Option Deed with Ferrowest for sale of 185 Shamrock Street.

Background

At the ordinary meeting of Council held on 21 June 2012, Council resolved to offer Ferrowest Limited an option to purchase 185 Shamrock Street as per the following resolution:

C2012-0602 Disposal of Property – Option Deed for sale of 185 Shamrock Street to Ferrowest Limited

That, there being no submissions received as at noon on Thursday 14 June 2012 following local public notice on 30 May 2012 in the Geraldton Guardian and the Yalgoo Bulldust, Council:

- 1. Agrees to dispose of Lot 185 Shamrock Street to Ferrowest Limited by way of entering into an Option Deed as per the attached draft for the consideration of \$80,000 plus GST; and*
- 2. Requests the CEO to make the necessary arrangements to enter into the Option Deed on or before 1 August 2012; and*
- 3. Authorises the President and the CEO to sign and seal the Option Deed.*

Moved: Cr L Terry Seconded: Cr MR Valenzuela Motion put and carried 5/0

This offer followed protracted negotiations which commenced in 2007. Council originally offered Ferrowest the option to purchase the land in 2008 however Ferrowest failed to take up the option due to the global financial crisis. Council decisions C07-0728, C2007-1206 and C2008-0608 relate and provide the history of the extensive prior negotiations.

In March 2011 Brett Manning, Managing Director Ferrowest Pty Ltd, requested via an email to the CEO that the Shire revisit the Option Deed with an extended period for the option.

Once again Council engaged legal advice to draw up a revised draft, purchased a new valuation, advertised as per the requirements of the Act and made the offer to Ferrowest.

However on 05 July 2012 Ferrowest advised the Shire CEO that the Investment Agreement between Ferrowest and their Chinese funders, Tai Feng, has lapsed (refer attachment). The CEO sought clarification from Ferrowest regarding the option deed and Ferrowest responded that it would be unlikely that they would be in a position to take up the option before 01 August 2012, that Council should not incur any further cost and should await advice from Ferrowest.

Ferrowest did not take up the option before 01 August and has not made further approach to the Shire regarding the option deed.

Council has incurred direct costs (not including staff time) of around \$10,000 during these negotiations for legal fees and purchase of valuations.

Statutory Environment

Local Government Act 1995

3.58. Disposing of property

(3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —

(a) it gives local public notice of the proposed disposition —

(i) describing the property concerned; and

(ii) giving details of the proposed disposition; and

(iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;

and

(b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.

(4) The details of a proposed disposition that are required by subsection (3)(a)(ii) include —

(a) the names of all other parties concerned; and

(b) the consideration to be received by the local government for the disposition; and

(c) the market value of the disposition —

(i) as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or

(ii) as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.

Note that the legislative extract above was downloaded from the State Law Publisher on 12 April 2012.

Strategic Implications

Plan for the Future, 1. Economic Prosperity, 1.3, 'Develop partnerships with mining companies in the Shire area'.

New development of land equivalent to 20 house blocks in Yalgoo has the potential to increase economic prospects in Yalgoo. Locating the mining camp in the town site offers potential to citizens of Yalgoo for increased services.

Policy Implications

Nil

Financial Implications

The Shire has already incurred significant costs comprised of legal fees (+\$8,000), advertising, excessive staff time and the purchase of two land valuations.

If the Shire and Ferrowest enter into the Deed as offered in June 2012, Ferrowest must pay to the Shire:

- \$30,000 plus GST within 7 days of entering into the Option Deed
- \$80,000 plus GST if Ferrowest exercises the option and purchases the land

- \$6,000 payable on each anniversary of the Option Deed while the option remains unexercised.

Consultation

- Sze-Hwei Yen, Associate, Civic Legal Pty Ltd

Comment

Mining projects rely heavily on external funders, and are vulnerable to a range of risks and delays. The Shire has invested heavily in this project for no return at this stage; and the Shire is not in a position to take risks on commercial ventures. The Shire agreed to enter into the Option Deed in good faith for the benefit of the community of Yalgoo including Ferrowest.

It is recommended that the Shire keeps the offer to Ferrowest open but takes steps to protect the Shire from further losses.

Voting Requirements

Simple Majority

Officer Recommendation

Ferrowest Option Deed Extension of Offer Date

That:

- (a) Council informs Ferrowest that with regard to point 2. of council decision C2012-0602 (as reproduced within), and pending any legal impediment that may be identified, Council agrees to extend the Option Deed offer to 08 February 2013, being one year from the date of valuation;
- (b) Provided that Ferrowest agree in writing to reimburse Council for all further costs that Council incurs relating to the Option Deed.

Moved:

Seconded:

Motion put and carried/lost

11.2.3 Planning and Development Application for Mobile Telecommunications Base Station, Milligan Street, Yalgoo

File:	
Author:	Sharon Daishe, CEO
Interest Declared:	No interest to disclose
Date:	16 August 2012
Attachments (yellow)	P39-49 Development/Planning Application for proposed Mobile Base Station, Milligan Street, Yalgoo

Matter for Consideration

To consider in principle approval for the preliminary planning and development application lodged by Deighton Pty Ltd for the regional mobile communication project proposed mobile phone base station in Milligan Street, Yalgoo including excision of land.

Background

Council learnt in January 2012 that Telstra had been awarded the tender to carry out the \$39.2 million Regional Mobile Communications Project (RMCP) and Yalgoo had been included on the list of sites. Council subsequently approved the location of the tower with the following decision:

C2012-0211 Mobile Communications Tower Location

That Council determines that the site of the Yalgoo television retransmission tower on Milligan Street, being a site that is zoned Public Use – Communications under the Local Planning Scheme, is an appropriate site for the location of a mobile telecommunications tower and authorises the CEO to work with Telstra to achieve this project.

Moved: Cr Len J Terry Seconded: Cr M Raul Valenzuela Motion put and carried 4/0

On 10 August 2012 the Shire received a development/planning application for the mobile base station. Steve Bruce, Site Acquisition and approvals, RMCP Project – Telstra has advised that the Department of Regional Development and Land will require that the land is excised from any reserve to enable Telstra to obtain tenure of the land.

The process will be approximately:

1. Planning application submitted
2. Approval confirmed
3. Infrastructure survey plan
4. RDL issue instructions for excision
5. Excision finalised; build commences.

The tower is to be constructed adjacent to the television rebroadcasting station therefore the tower can be built without the need for the TV infrastructure to be decommissioned or removed.

Statutory Environment

Local Government Act 1995

- s.3.1 (1) The general function of the local government is to provide for the good government of persons in its district.

Strategic Implications

Improved communication services for Yalgoo for community and during emergencies.

Policy Implications

Nil

Financial Implications

Nil

Consultation

- Steve Bruce, Site Acquisition and approvals RMCP Project – Telstra
- William (Bill) Atyeo, Environmental Health and Building Officer, Shire of Yalgoo

Comment

Telstra are working closely with the Shire to expedite the build of the mobile telecommunications tower for benefit of our community.

It is recommended that Council authorises the EHBO and CEO to process and approve the planning application and also indicates support for the excision of land.

Voting Requirements

Simple Majority

Officer Recommendation

Planning and Development Application for Mobile Telecommunications Base Station, Milligan Street, Yalgoo

That Council:

1. Gives in-principle support to the preliminary development application received from Deighton Pty Ltd to construct a mobile base station on the reserve in Milligan Street; and
2. Authorises the CEO and Environmental Health and Building Officer to process and (when satisfied that the application is compliant) approve the planning and development application within the powers delegated; and
3. Acknowledges that the land will be excised from the reserve; and gives any permission that is within the powers of Council to grant in order that the land may be excised to enable the mobile telecommunications tower to be constructed on the site.

Moved:

Seconded:

Motion put and carried/lost

11.2.4 Townsite Structure Plan

File:	
Author:	Sharon Daishe, CEO
Interest Declared:	No interest to disclose
Date:	16 August 2012
Attachments	p Nil attachments however CEO will provide sample townsite structure plans on the day of the meeting

Matter for Consideration

To consider obtaining quotes for a townsite structure plan in order to be ready to apply when the next round of the Royalties for Regions Northern Planning funds is announced.

Background

The Shire received funding from Northern Planning in 2011-12 to prepare a town survey and report as part of the planning required for the major sewerage installation and drainage works project.

The CEO subsequently met with Rob Moore and Greg Davey of the Department of Planning to discuss opportunities for further planning funds.

Good quality professionally prepared technical plans will assist the Shire in applying for funds for infrastructure in Yalgoo.

A townsite structure plan is both a visual image of plans for the townsite, backed up by a document that outlines land use details.

Statutory Environment

Local Government Act 1995

s.3.1 (1) The general function of the local government is to provide for the good government of persons in its district.

Strategic Implications

Improved planning to be ready to take advantage of funding opportunities, and to provide the professional level of documentation required for business cases.

Policy Implications

Nil

Financial Implications

Unknown – suggest obtain quotes for the work and apply to Northern Planning to fund.

Consultation

Ron Adams, Project Executive

Rob Moore, Senior Planner, Department of Planning

Greg Davey, Senior Planner, Department of Planning

Comment

It is recommended that the Shire has a quote and scope of work ready to apply for funding for a townsite structure plan for Yalgoo when the next Northern Planning round is announced later this year.

Voting Requirements

Simple Majority

Officer Recommendation

Townsite Structure Plan

That Council requests the CEO to obtain quotes and a scope of work for preparation of a townsite structure plan, with the intention of applying for funding from Northern Planning.

Moved:

Seconded:

Motion put and carried/lost

11.2.5 Country Local Government Fund 2012-13 Regional Allocation – Murchison Regional Vermin Council request support for vermin fence

File:	
Author:	Sharon Daishe, CEO
Interest Declared:	No interest to disclose
Date:	16 August 2012
Attachments	P50-51 Letter from Murchison Regional Vermin Council
(yellow)	

Matter for Consideration

To consider the request of the Murchison Regional Vermin Council to contribute CLGF regional 2012-13 funds to the continued upgrade/replacement of the Murchison Vermin Fence.

Background

The Murchison Regional Vermin Council is seeking support from Shires in the Murchison Region to allocate their 2012-13 regional Country Local Government Funds to carry out further works to the vermin fence, with the ultimate goal of creating a vermin proof cell.

Murchison Shires contributed their 2010-11 regional CLGF to this project (6 Shires and approximately \$1.5 million). As at 18 June 2012 approximately \$214,000 has been spent (refer attachment).

In 2011-12, Murchison Shires agreed to allocate their regional CLGF funds on various projects including staff housing and roads. The Shires did not support the vermin fence.

Shires must participate in a regional workshop in order to access the CLGF regional funds. The workshop for the 2012-13 allocation is due to occur in Cue on Friday 17 August 2012. Shire President Terry Iturbide, Deputy Shire President Len Terry and CEO Sharon Daishe will attend this workshop. The Mid West Development Commission hold the workshop, and will distribute the minutes.

Previous decisions of the Council of the Shire of Yalgoo relating to the regional CLGF allocation are as follows:

July 2011:

S2011-0701 Country Local Government Fund Regional Component

That Council request the CEO to negotiate with the Department of Regional Development and Lands to expend the Country Local Government Regional Component on completing the seal of the Morawa Road; and prepare the necessary business case.

Moved: Cr LJ Terry Seconded: Cr MR Valenzuela Motion put and carried 4/0

September 2011:

C2011-0903 Country Local Government Fund Regional Component 2011-12 Allocation of Projects

That Council:

- 1. Supports the regional priorities as determined at the CLGF/MWIP workshop held Thursday 1 September 2011; and*
- 2. Confirms that the Shire of Yalgoo strategic regional priority for expenditure of CLGF regional 2011-12 funds is for the project to seal the Yalgoo-Morawa Road; and*
- 3. Confirms that should the region decline to support the above project, Council's second priority is construction of staff housing; and*
- 4. Authorises the President and CEO to enter into the funding agreement and affix the common seal for CLGF 2011-12 funds for projects as confirmed above; and*
- 5. Authorises the CEO to make the necessary budget adjustments when funding is confirmed.*

Moved: Cr EC Rowe Seconded: Cr LJ Terry Motion put and carried by absolute majority 4/0

The CEO has actioned S2011-0701 by preparing and lodging the business case, which is currently with cabinet. The Department of Regional Development and Lands are unable to provide an estimated time frame for a decision as once the document is with cabinet it is out of their control. As extensively discussed, the application is outside the guidelines (only one Shire).

Statutory Environment

Local Government Act 1995

- s.3.1 (1) The general function of the local government is to provide for the good government of persons in its district.

Strategic Implications

Policy Implications

Financial Implications

The Shire's allocation of CLGF regional in 2012-13 is approximately \$421,000.

Consultation

Shire President Terry Iturbide

Comment

Shires must agree on regional projects via the regional workshop process to be eligible to apply for CLGF regional funds. The Development Commission will provide a report after the meeting, for consideration by each local government.

Voting Requirements

Simple Majority

Officer Recommendation

CLGF 2012-13 Regional Allocation – request from MRVC re Vermin Fence

That when Council considers projects for the regional Country Local Government Fund 2012-13 following the regional workshop process, Council takes into consideration the request of the Murchison Regional Vermin Council to allocate the funds towards further upgrade of the Murchison Vermin Fence.

Moved:

Seconded:

Motion put and carried/lost

11.2.6 CLGF 2012-13 and review of Forward Capital Works Plan

File:	
Author:	Sharon Daishe, CEO
Interest Declared:	No interest to disclose
Date:	16 August 2012
Attachments (yellow)	P52-59 Royalties for Regions Country Local Government Fund Individual 2012-13 Guidelines

Matter for Consideration

To consider the review of the Shire's Forward Capital Works Plan

Background

The Country Local Government Fund (CLGF) program commenced with funding received in 2008-09 for the general purpose of assisting with infrastructure provision and renewal.

Rather than provide funding for infrastructure in 2009-10, Shires were entitled to apply for \$35,000 to develop a forward capital works plan (FCWP). Yalgoo's plan was developed in consultation with community at the end of 2010, ie: in the 2010-11 financial year.

As we are now into the 2012-13 financial year some projects have been completed, new projects have been introduced and there have been other changes.

The new guidelines for the 2012-13 round of individual CLGF require that in order to be eligible for funds, Shires must submit their reviewed FCWP **between 30 October and 30 December 2012**.

The FCWP is also an integral component of integrated planning that informs both the asset management plan and the long term financial plan.

Statutory Environment

Local Government Act 1995

- s.3.1 (1) The general function of the local government is to provide for the good government of persons in its district.

Strategic Implications

Funding for provision of strategic infrastructure.

Policy Implications

Nil

Financial Implications

The Shire's allocation of CLGF individual for 2012-13 is \$421,524

Consultation

Travis Bate, RSM Bird Cameron

Comment

Travis Bate of RSM Bird Cameron prepared the Shire’s inaugural FCWP. Travis has indicated that he is available to update the FCWP and he has established that this work is not a conflict of interest with his role as Shire auditor.

The process will include:

- Inclusion of all items currently included in the 2012-13 Shire annual budget
- Workshop with councillors and staff to identify forward priorities and consider allocation of CLGF individual in 2012-13 and beyond. (Tentative date Monday 10 September 2012)

Voting Requirements

Simple Majority

Officer Recommendation

CLGF 2012-13 and review of Forward Capital Works Plan

That:

1. Council commits to reviewing the Forward Capital Works Plan for submission to RDL between 30 October and 30 December 2012; and
2. That a tentative date of 10am on Monday 10 September 2012 (to be confirmed) be set for a workshop to review the Forward Capital Works Plan including establish infrastructure priorities and allocate project/s for 2012-13 CLGF.

Moved:

Seconded:

Motion put and carried/lost

11.3 FINANCE

Financial statements have not been prepared for the month of July as staff have been working to finalise the statutory budget and the annual financial statements. The Shire's accountants needed to complete the annual financial statements in order to establish an opening balance to prepare the July accounts.

July accounts, in the new format, will be presented to the September meeting of Council and August accounts will be presented to the October meeting.

11.4 ADMINISTRATION

11.4.1 REVISE – WA Request for Donation

File:	
Author:	Heather Boyd, Deputy CEO
Interest Declared:	No interest to disclose
Date:	16/8/12
Attachments (yellow)	P60-61 Letter from Revise WA seeking support for outback families educating children through school of the air or distance education.

Matter for Consideration

To consider a request from REVISE-WA for financial support of \$200.00 to assist with their volunteers' travelling expenses.

Background

A letter was received by the Shire in July 2012 seeking a donation of \$200.00 to assist REVISE-WA with their educational assistance program.

REVISE-WA is a not-for-profit organisation that provides voluntary tutors to assist parents in the supervision of their children's education received through the School of Isolated and Distance Education and regional Schools of the Air. The tutors are unpaid volunteers, with REVISE-WA organising and paying for tutor's transport to and from properties.

While REVISE-WA relies on support from a number of organisations and from families who use the service as well as an annual grant, the contributions do not cover all of the volunteer's expenses and therefore REVISE-WA are seeking additional funding to help support the program.

Statutory Environment

Local Government Act 1995

s.3.1 (1) The general function of the local government is to provide for the good government of persons in its district.

Strategic Implications

Nil

Policy Implications

Nil

Financial Implications

Council has \$960 remaining in the 2012/13 discretionary budget for donations. Sponsorship of \$200.00 is requested.

Consultation

CEO Sharon Daishe

Comment

REVISE-WA provides a valuable service to children receiving School of the Air or distance education by providing assistance particularly at a time when parents have a high workload or through illness may not be able to adequately able to supervise a child’s education. Children often benefit from the professional assistance of a trained teacher.

Voting Requirements

Simple Majority

Officer Recommendation

Donation to Revise -WA

That Council donates \$200.00 to Revise-WA to assist with their volunteer program.

Moved:

Seconded:

Motion put and carried/lost

11.4.2 Waiver of Hall Hire Fee

File:	
Author:	Heather Boyd, Deputy CEO
Interest Declared:	No interest to disclose
Date:	16/8/12
Attachments	Nil

Matter for Consideration

Endorsement of the decision of the Shire President to authorise the CEO to waive the hall hire fee for the funeral of Daniel Simpson.

Background

Victor Ware, Robert Mongoo and Philip Hill from MEEDAC met with CEO Sharon Daishe on 16 August 2012 and requested that the hall hire fee for the funeral of Daniel Simpson be waived due to family hardship.

Daniel, working closely with MEEDAC, volunteered a considerable amount of time into bringing the hall up to a useable standard for the funeral of Thomas Hodder. The hall, which had been run down and unusable was tidied, cleaned, repaired and painted within a short period of time by volunteers of MEEDAC including Daniel.

Daniel's funeral is scheduled to be held in the Hall on 24 August 2012.

Statutory Environment

Local Government Act 1995

- s.3.1 (1) The general function of the local government is to provide for the good government of persons in its district.

Strategic Implications

Nil

Policy Implications

Nil

Financial Implications

Reduction of income from hall hire fees of \$65.00 including GST.

Consultation

Shire President Terry Iturbide

CEO Sharon Daishe

Comment

The family of Daniel will be holding the funeral in the Hall and in consideration of the effort by Daniel towards its renovation, the CEO sought approval from the President to waive the nominal hire fee.

Voting Requirements

Simple Majority

Officer Recommendation

Waiver of Hall Hire Fee

That Council endorses the Shire President Terry Iturbide's decision to authorise the CEO to waive the hall hire fee for the funeral of Daniel Simpson in recognition of services donated by Daniel in preparing the hall for an earlier funeral.

Moved:

Seconded:

Motion put and carried/lost

11.4.3 Badimia Native Title Claim #2, WAD100/2012

File:	
Author:	Sharon Daishe, CEO
Interest Declared:	No interest to disclose
Date:	16 August 2012
Attachments (yellow)	P62-79 National Native Title Tribunal correspondence relating to Claimant Application Badimia #2, WAD100/2012

Matter for Consideration

To consider registering an interest in the above claim.

Background

The registrar has not accepted Badimia Claim #2 WAD100/2012 for registration. However, if this decision is appealed, a determination may still be made.

A person who wants to become a party to the application must notify the Federal Court in writing before 21 November 2012.

Statutory Environment

Local Government Act 1995

- s.3.1 (1) The general function of the local government is to provide for the good government of persons in its district.

Strategic Implications

NA

Policy Implications

NA

Financial Implications

NA

Consultation

Councillors and Shire President

Comment

It is recommended that the Shire investigates becoming a party to the matter.

Voting Requirements

Simple Majority

Officer Recommendation

Badimia #2 Native Title Claim WAD100/2012

That the Shire requests that the CEO investigate whether the Shire should register to become a party to the Badimia #2 Native Title Claim WAD100/2012; and authorises the CEO to make the application before the due date of 21 November 2012.

Moved:

Seconded:

Motion put and carried/lost

11.4.4 MMG Golden Grove request to fence wells in vicinity of Yalgoo Ninghan Road

File:	
Author:	Sharon Daishe, CEO
Interest Declared:	No interest to disclose
Date:	16 August 2012
Attachments	P80 Letter from MMG Golden Grove regarding fencing of wells (yellow)

Matter for Consideration

To consider Golden Grove’s intention to fence wells.

Background

MMG Golden Grove has identified deep, open wells in the vicinity of the Yalgoo Ninghan Road that may pose a safety risk to the public and local community. MMG intends to fence the wells.

Statutory Environment

Local Government Act 1995

- s.3.1 (1) The general function of the local government is to provide for the good government of persons in its district.

Strategic Implications

Public safety

Policy Implications

Nil

Financial Implications

Nil

Consultation

Project Executive Ron Adams

Craig Turley, MMG Golden Grove

Comment

It is recommended that the Shire does not object to the fencing of wells as identified by MMG Golden Grove. MMG have indicated that the fence will be two metre high chainmesh.

Voting Requirements

Simple Majority

Officer Recommendation

MMG Golden Grove Fencing of Wells

That Council advises MMG Golden Grove that it does not have any objection to the fencing of wells as per the application provided at the locations:

- 490598, 6833480, approximately 40 metres to the eastern side of the Yalgoo Ninghan Road, 2 to 3 kilometres south of the Muralgarra Station turnoff; and
- 494312, 6826179, approximately 10 metres to the eastern side of the Yalgoo Ninghan Road in the Messengers Patch area.

Moved:

Seconded:

Motion put and carried/lost

11.4.5 Timing of WALGA Convention

File:	
Author:	Sharon Daishe, CEO
Interest Declared:	No interest to disclose
Date:	16 August 2012
Attachments	Nil

Matter for Consideration

To consider recommending to WALGA that the local government convention be held at a time of year that does not conflict with the heavy workload associated with the end of the annual financial year and annual budget.

Background

The annual convention of the Western Australian Local Government Association is traditionally held at the beginning of August.

Councillors have observed that CEOs in small local governments are routinely unable to attend, or have difficulty in managing the demands of their workload if they do attend.

This occurs as in small local governments CEOs without departmental staff shoulder a greater responsibility for the annual budget and end of financial year processes at this time of year.

Statutory Environment

Local Government Act 1995

- s.3.1 (1) The general function of the local government is to provide for the good government of persons in its district.

Strategic Implications

The convention is a particularly relevant forum for CEOs to maintain networks and keep abreast of contemporary matters in Local Government.

Policy Implications

Nil

Financial Implications

Nil

Consultation

President Terry Iturbide and councillors of the Shire of Yalgoo

Comment

Timing of the conference will need to take in a number of factors; but the end of financial year/ new budget year carries a particularly heavy and business critical workload for CEOs in smaller local governments.

Voting Requirements

Simple Majority

Officer Recommendation

Timing of WALGA Annual Local Government Convention

That Council writes to WALGA to recommend that they consider changing the time of the Annual Local Government Convention to a time of year that does not conflict with the pressure of annual financial year/ budget processes.

Moved:

Seconded:

Motion put and carried/lost

12. NOTICE OF MOTIONS

12.1 PREVIOUS NOTICE RECEIVED

13. URGENT BUSINESS

14. MATTERS FOR WHICH THE MEETING MAY BE CLOSED

14.0 STATUTORY ENVIRONMENT – MEETING CLOSED TO THE PUBLIC

Councillors are obliged to maintain the confidentiality of matters discussed when the meeting is closed. Fines of up to \$10,000 or two years imprisonment apply to certain offences relating to misuse of information.

The following legislative extracts were downloaded from www.auslii.edu.au on 8 November 2010.

Local Government Act 1995

5.23. Meetings generally open to the public

- (1) Subject to subsection (2), the following are to be open to members of the public —
 - (a) all council meetings; and
 - (b) all meetings of any committee to which a local government power or duty has been delegated.
- (2) If a meeting is being held by a council or by a committee referred to in subsection (1)(b), the council or committee may close to members of the public the meeting, or part of the meeting, if the meeting or the part of the meeting deals with any of the following —
 - (a) a matter affecting an employee or employees;
 - (b) the personal affairs of any person;
 - (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;
 - (d) legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting;
 - (e) a matter that if disclosed, would reveal —
 - (i) a trade secret;
 - (ii) information that has a commercial value to a person; or
 - (iii) information about the business, professional, commercial or financial affairs of a person, where the trade secret or information is held by, or is about, a person other than the local government;
 - (f) a matter that if disclosed, could be reasonably expected to —
 - (i) impair the effectiveness of any lawful method or procedure for preventing, detecting, investigating or dealing with any contravention or possible contravention of the law;
 - (ii) endanger the security of the local government's property; or

- (iii) prejudice the maintenance or enforcement of a lawful measure for protecting public safety;
- (g) information which is the subject of a direction given under section 23(1a) of the *Parliamentary Commissioner Act 1971* ; and
- (h) such other matters as may be prescribed.
- (3) A decision to close a meeting or part of a meeting and the reason for the decision are to be recorded in the minutes of the meeting.

5.92. Access to information by council, committee members

- (1) A person who is a council member or a committee member can have access to any information held by the local government that is relevant to the performance by the person of any of his or her functions under this Act or under any other written law.
- (2) Without limiting subsection (1), a council member can have access to —
 - (a) all written contracts entered into by the local government; and
 - (b) all documents relating to written contracts proposed to be entered into by the local government.

5.93. Improper use of information

A person who is a council member, a committee member or an employee must not make improper use of any information acquired in the performance by the person of any of his or her functions under this Act or any other written law —

- (a) to gain directly or indirectly an advantage for the person or any other person; or
- (b) to cause detriment to the local government or any other person.

Penalty: \$10 000 or imprisonment for 2 years.

Local Government (Rules of Conduct) Regulations 2007

6. Use of information

- (1) In this regulation —
 - closed meeting** means a council or committee meeting, or a part of a council or committee meeting, that is closed to members of the public under section 5.23(2) of the Act;
 - confidential document** means a document marked by the CEO to clearly show that the information in the document is not to be disclosed;
 - non-confidential document** means a document that is not a confidential document.
- (2) A person who is a council member must not disclose —
 - (a) information that the council member derived from a confidential document; or
 - (b) information that the council member acquired at a closed meeting other than information derived from a non-confidential document.
- (3) Subregulation (2) does not prevent a person who is a council member from disclosing information —
 - (a) at a closed meeting; or
 - (b) to the extent specified by the council and subject to such other conditions as the council determines; or
 - (c) that is already in the public domain; or
 - (d) to an officer of the Department; or
 - (e) to the Minister; or
 - (f) to a legal practitioner for the purpose of obtaining legal advice; or
 - (g) if the disclosure is required or permitted by law.

14.1 Consideration of matters affecting employees 5.23 (2) (a)

Motion to Close the Meeting to the Public

Voting Requirements - Simple Majority

OFFICER RECOMMENDATION

Close Meeting to the Public

That the meeting be closed to the public to discuss matters affecting employees (*LGA s. 5.23 (2) (s)*).

Moved: _____ Seconded: _____ Motion put and carried/lost

The meeting was closed to the public at _____.

Remaining in the meeting were:

▪

Motion to Open the Meeting to the Public

Voting Requirements - Simple Majority

OFFICER RECOMMENDATION

Open Meeting to the Public

That the meeting be re-opened to the public.

Moved: _____ Seconded: _____ Motion put and carried/lost

The meeting was reopened to the public at _____.

RECORD DECISION MADE DURING CLOSED MEETING

Matter #1

Moved: _____ Seconded: _____ Motion put and carried/lost

RECORD DECISION MADE DURING CLOSED MEETING

Matter #2

Moved: _____ Seconded: _____ Motion put and carried/lost

15. NEXT MEETING

The next Ordinary Meeting of Council is due to be held in the Paynes Find Community Centre on Thursday, 20 September 2012 commencing at 11.00 am.

16. MEETING CLOSURE

Common Acronyms

Acronym	Detail
AGM	Annual General Meeting
ASKAP	<i>Australian Square Kilometre Array Pathfinder</i>
BFS	Bush Fire Service
CEO	Chief Executive Officer
CLGF	Country Local Government Fund (Royalties for Regions)
CSRFF	Community Sporting and Recreation Facilities Fund
DCEO	Deputy Chief Executive Officer
DCP	Department of Child Protection
DEC	Department of Environment and Conservation
DEMC	District Emergency Management Committee
DIA	Department of Indigenous Affairs
DITRDLG	Dept of Infrastructure, Transport, Regional Development & Local Government (Federal)
DLG	Dept of Local Government
DPI	Dept for Planning and Infrastructure
EA	Executive Assistant
EA	Executive Assistant
ECC	Emergency Coordination Centre
EWP	Elevated Work Platform
ERM	Emergency Risk management
FAG	Financial Assistance Grant
FESA	Fire and Emergency Services Authority
FRS	Fire and Rescue Service
GRAMS	Geraldton Regional Aboriginal Medical Service
GTS	Greenfield Technical Services – consulting civil engineers
HMA	Hazard Management Agency
ICC	Indigenous Coordination Centre
ICV	Indigenous Community Volunteers
ISA	Integrated Service Arrangement – replacing MRWA TNCs in 2011 or 2012
ISG	Incident Support Group
LEC	Local Emergency Coordinator
LEMA	Local Emergency Management Arrangements
LEMC	Local Emergency Management Committee
LGMA	Local Government Managers' Association
LRC	Local Recovery Coordinator
LRCC	Local Recovery Coordinating Committee
MCZ	Murchison Country Zone
MEEDAC	Midwest Employment and Economic Development Aboriginal Corporation
MEG	Murchison Executive Group (CEOs)
MGM	Mount Gibson Mining (Extension Hill Haematite)
MMG	Minerals and Mining Group (Golden Grove Mine)
MMGHSRMG	Murchison Mid West Gascoyne Human Services Regional Managers Group
MRVC	Murchison Regional Vermin Council
MRWA	Main Roads WA
MWAC	Municipal Waste Advisory Council
MWDC	Mid West Development Commission
MWIP	Mid West Investment Plan
MWRC	Mid West Regional Council – consisting of 7 Shires

Acronym	Detail
OPR	Oakajee Port and Rail
PE	Project Executive
POC	Plant Operating Costs
PWOC	Public Works Overhead Costs
R2R	Roads to Recovery (Cmwlth)
R4R	Royalties for Regions (State)
RDA	Regional Development Australia
RDL	Dept of Regional Development and Lands
RFT	Request for Tender
RGS	Regional Grant Scheme
RLCIP	Regional and Local Community Infrastructure Program
RRG	Regional Roads Group
ROMAN	Road Management – software system
SAO	Senior Administration Officer
SAT	State Administrative Tribunal
SEC	State Emergency Coordinator
SEMC	State Emergency Management Committee
SES	State Emergency Service
SEWS	Standard Emergency Warning Signal
SLK	Straight line kilometres
SOP	Standard Operating Procedure
SWMP	(Regional) Strategic Waste Management Plan
TNC	Term Network Contract – from MRWA for State roads maintenance
TQUAL	Tourism Quality Projects
VAST	Viewer Access Satellite Television
WACHS	WA Country Health Service
WALGA	WA Local Government Association
WWTP	Waste Water Treatment Plan

MMG-MGT-FRM-005

Mt Magnet Gold Pty Ltd

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RAMELIUS
RESOURCES

Date received 20/6/12

Council Meeting		File Ref:
July 2012		
<input checked="" type="checkbox"/> CLOSED	<input type="checkbox"/> SIDE	
<input type="checkbox"/> PUBLIC	<input type="checkbox"/> INFO	
11.1. Works	11.3. Finance	
11.2. Dev	11.4. Admin	
COPY TO or CIRCULATE:		
<input checked="" type="checkbox"/> CEO	<input checked="" type="checkbox"/> EA/PA	
<input type="checkbox"/> DCEO		
<input checked="" type="checkbox"/> Proj Exec	President	
<input type="checkbox"/> EHO	Councillors	

Handwritten notes: "checked & emailed 26/6"

14th June, 2012

Sharon Daishe
 Chief Executive Officer
 Shire of Yalgoo
 37 Gibbons Street
 Yalgoo WA 6635

Western Queen South Open Pit

Dear Sharon,

Please be advised that Mt Magnet Gold Pty Ltd (MMG) proposes to again mine the Western Queen South Open Pit (WQS). At this stage mining is planned to commence towards the end of the year and mining activities are expected to continue for approximately 18 months.

Mt Magnet Gold seeks a written response from the Shire of Mt Magnet consenting to My Magnet Gold hauling ore with road trains using concessional loading permits from WQS to the Checker Processing plant in Mt Magnet, via, for a minor part, roads under the auspices of the Yalgoo Shire.

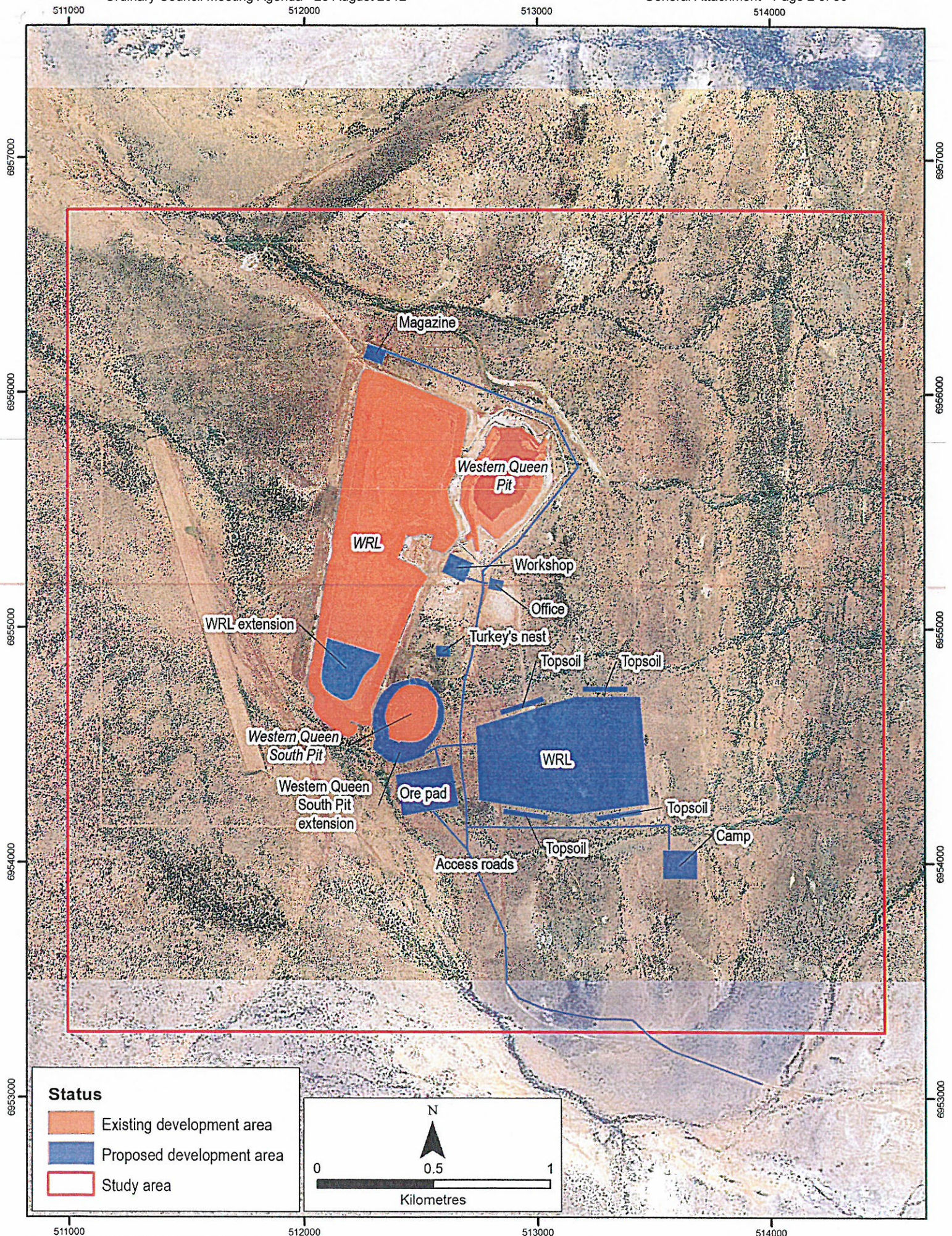
The proposed haul road route is from the Cue – Yalgoo Road where the WQS access / haul road intersects, along the Uanna Hill – Mt Magnet Road, the Mt Farmer and Palmers Well Road then turning off onto an existing MMG haul road approximately 2.2km north west of the Checker Processing Plant.

Attached is a copy of the project plan showing the proposed mining infrastructure at WQS.

If you require any further information, please don't hesitate to contact myself at the Ramelius Resources Perth Office on (08)9202-1127.

Yours faithfully

Stephen Day
Approvals Manager
Ramelius Resources Ltd



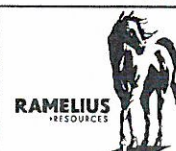
Source:
Aerial imagery from Google Earth
Study area from Outback Ecology
Land systems from DAFWA



Coordinate System:
GDA 1994 MGA Zone 50
Name:
WQUE-FD-12001_ProjectLayout
Date:
15/05/2012 12:26:31 PM

RAMELIUS RESOURCES
LIMITED

WESTERN QUEEN



PLANNED
DEVELOPMENT
AREAS

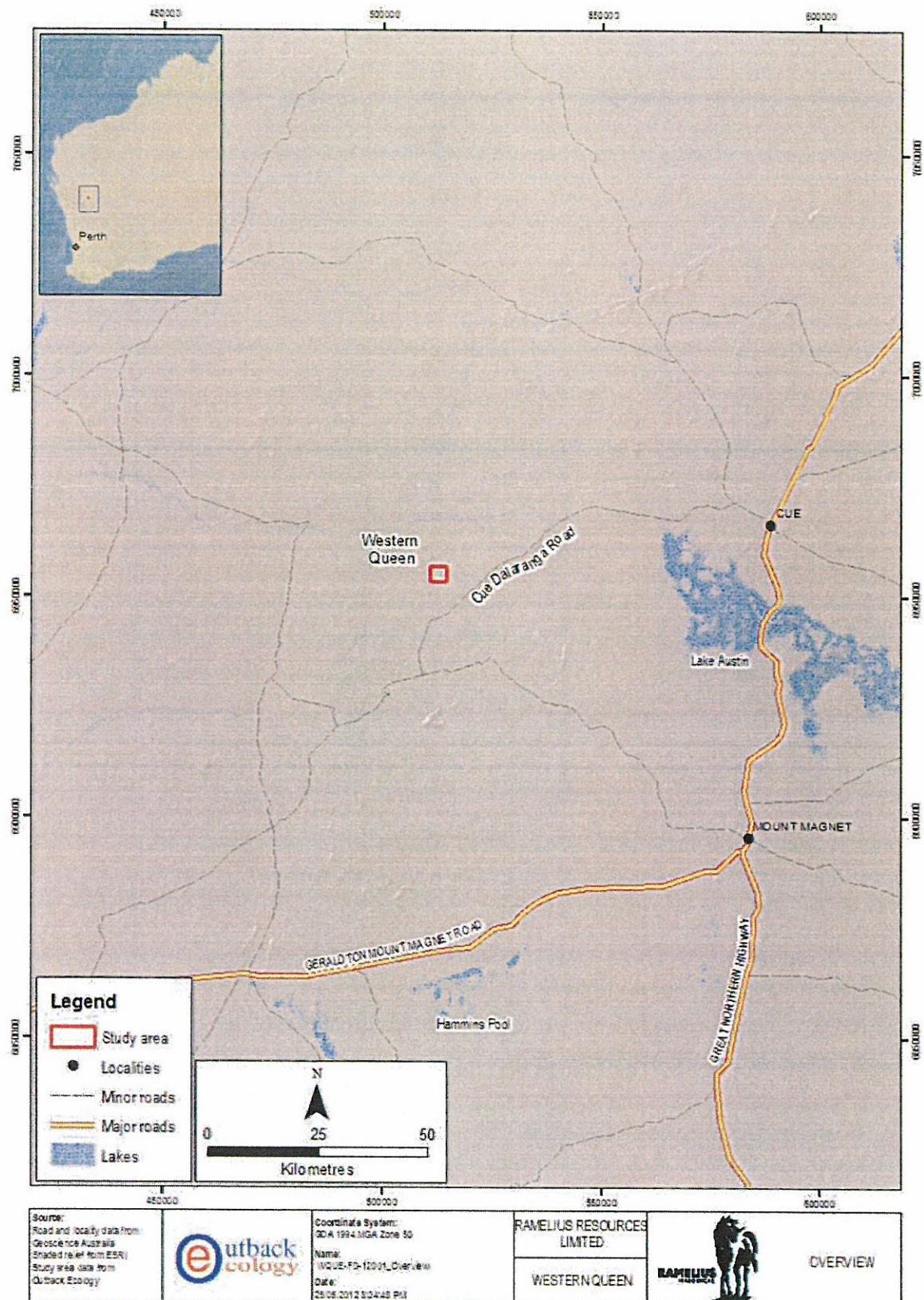
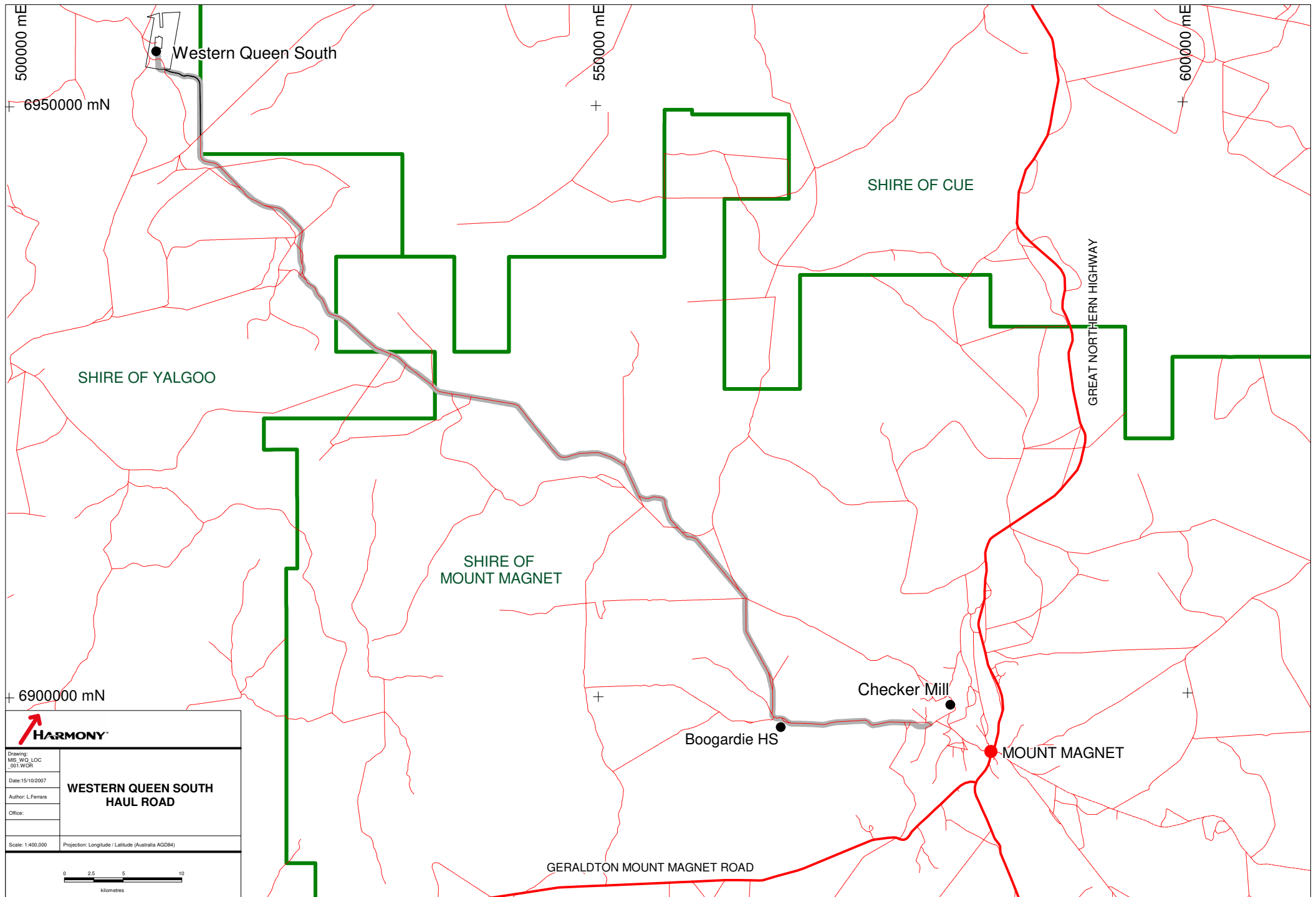

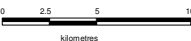
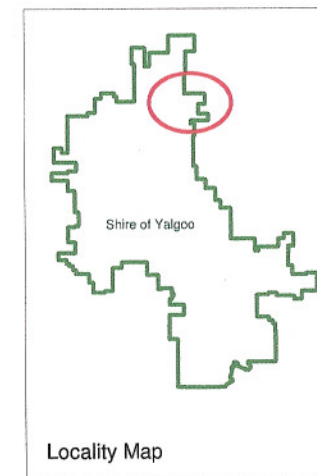
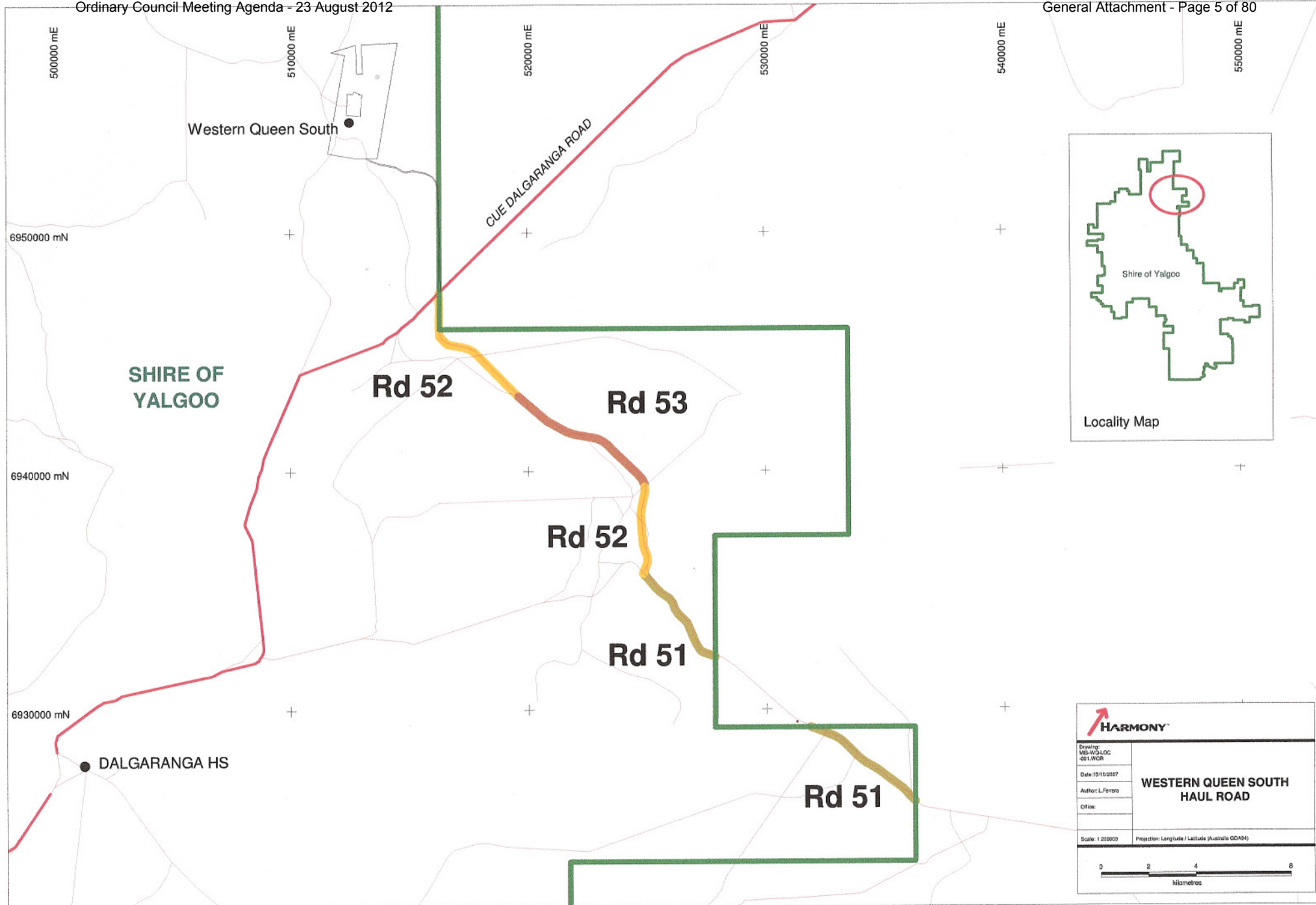




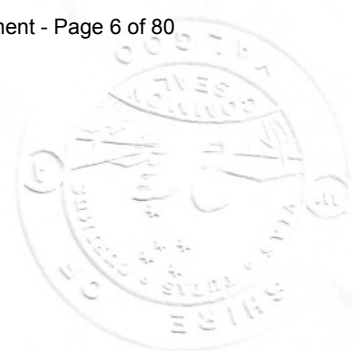
Figure 1: Regional location of the Western Queen South Study area



	
Drawing: MS_WQ_LDC _001_WGR	WESTERN QUEEN SOUTH HAUL ROAD
Date: 15/10/2007	
Author: L. Ferrara	
Office:	
Scale: 1:400,000	Projection: Longitude / Latitude (Australia AGD84)
	




	
Drawing: MIP-WQALDC -001.WOR	WESTERN QUEEN SOUTH HAUL ROAD
Date: 19/10/2007	
Author: L.Ferraro	
Office:	
Scale: 1:200000	Projection: Longitude / Latitude (Australia GDA94)
	



Executed as an Agreement.

The Common Seal of Shire of Yalgoo
was affixed in the presence of:



Signature of Shire President

Don Anderson

Name of Shire President in full
Shire President
Shire of Yalgoo



Signature of Chief Executive Officer

Niel Mitchell

Name of Chief Executive Officer in full

Executed as a deed by **Mt Magnet Gold NL**, in accordance with section 127 of the *Corporations Act*:

Signature of Director

Signature of Secretary/other Director

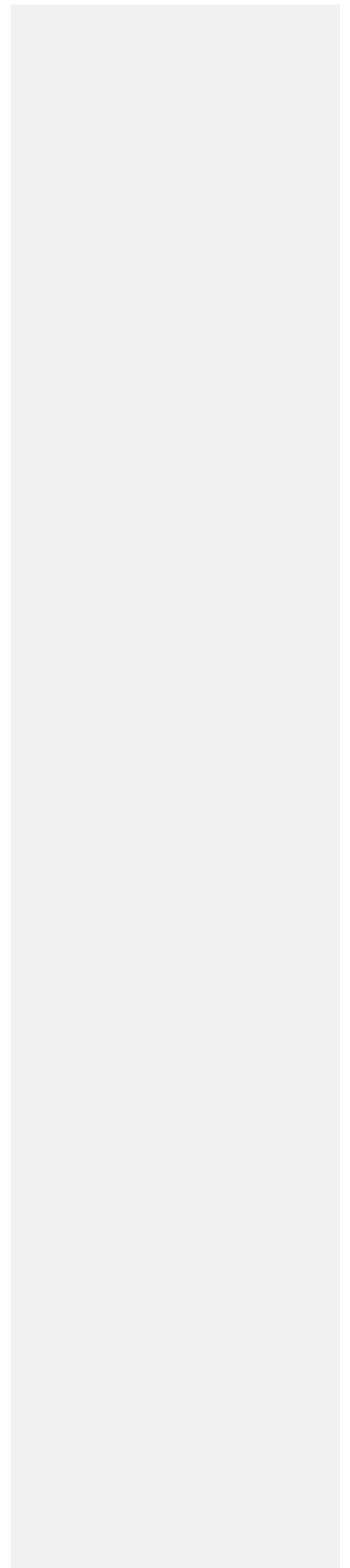
Name of Director in full

Name of Secretary/other Director in full

Road Train Permit Agreement

Shire of Yalgoo
(Shire)

Mt Magnet Gold NL
(MMG)



This Agreement is made this day of **October** 2007

Parties

Shire of Yalgoo of 37 Gibbons Street, Yalgoo Western Australia
("Shire")

and

Mt Magnet Gold NL (ABN 66 008 669 5576) of Level One, 10 Ord Street, West Perth,
Western Australia ("**MMG**")

Recitals

- A. MMG wishes, through its Haulage Contractor, to operate Road Trains on Roads located within and under the care, control and management of the Shire of Yalgoo for the purposes of hauling minerals from its Western Queen South Mine in the Shire of Yalgoo to the Hill 50 Mine in the Shire of Mt Magnet.
- B. MMG's Haulage Contractor has applied to MRWA for a permit to operate Road Trains on the Roads.
- C. The Shire has agreed to support the application which support is conditional upon MMG upgrading, maintaining, using and restoring the Roads on the terms and conditions contained in this Agreement.

This Agreement provides

1. Definitions, Interpretation and Governing Law

1.1 Definitions

In this Agreement the following terms shall bear the following meanings:

"Authorisation" means any authorisation, approval, licence, permit, consent, qualification, accreditation, filing, registration, certificate, resolution, direction, declaration or exemption and any renewal and variation of them.

"Authority" means any government or regulatory department, body, instrumentality, agency, department, office or minister of a government acting in that capacity, a commission, delegate, instrumentality, board, whether statutory or not, or other authority.

"Business Days" means a day (not being a Saturday or Sunday) on which banks are open for general banking business in Western Australia.

"Corporations Act" means the Corporations Act 2001 (Cth).

"Commencement Activities" means the activities described in clause 4.

"Commencement Date" means the date upon which this Agreement is signed by the last party signing it.

"Design and Construction Standards for Unsealed Roads" means as detailed in

Schedule 2.

"Force Majeure Event" means any event or circumstance, or combination of events or circumstances, which is not within the reasonable control of the party affected by it and which that party is not reasonably able to prevent or overcome by the exercise of due diligence.

"Force Majeure Notice" has the meaning given to that term in clause 13.4(a).

"GST" has the same meaning as in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

"Haulage Contractor" means as defined in clause 3.2.

"Mine" means MMG's Western Queen South mine located in the Shire of Yalgoo.

"Maintenance Standards for Unsealed Roads" means as defined in Schedule 3.

"MRWA" means Main Roads Western Australia or any successor body.

"Operating Conditions" means as detailed in Schedule 4

"Original Condition" means the condition and capacity of the Roads (or relevant portion thereof) at the Commencement Date described in the Pavement Evaluation Report;

"Original Specifications" means the specifications and standards to which the Roads (or relevant portion thereof) were constructed prior to the Commencement Date.

"Pavement Evaluation Report" means the Pavement Evaluation Western Queen Road report compiled by Western Geotechnics on 29 September 2007.

"Bank Guarantee" means an unconditional and irrevocable bank guarantee issued by a registered bank or other financial institution acceptable to the Shire in the amount of \$50,000 in favour of the Shire for the due and punctual performance by MMG of its obligations under this Agreement, such guarantee being in the form of the pro forma Bank Guarantee contained in Schedule Five of this Agreement or such other terms and conditions materially in conformity therewith as the Shire and MMG may agree.

"Related Body Corporate" of a body corporate means another body corporate that is related to the first body corporate within the meaning of section 50 of the Corporations Act.

"Restore" or **"Restoration"** means restoration of the Roads (or relevant portion thereof) to a condition and capacity which is reasonably and practicably no worse than the Original Condition.

"Roads" means the roads described and depicted in Schedule 1.

"Road Trains" has the same meaning as defined in the *Road Traffic (Vehicle Standards) Regulations 2002* to a maximum length of 53.5 metres.

"Road Train Permit" means any permit granted by MRWA under the [*Road Traffic (Vehicle Standards) Regulations 2002*] pursuant to which MMG or its Haulage Contractor is permitted to operate Road Trains on the Roads.

"Tax Invoice" has the same meaning as in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

"Taxable Supply" has the same meaning as in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"Term" means as defined in clause 2.

"Termination Evaluation Report" means the report of Western Geotechnics described in clause 7.1.

"Western Geotechnics" means Western Geotechnics Pty Limited (ABN 91 105 324 436) or such other person as the parties may agree.

"Wide-singles" means a single tyre with a section width greater than 375mm.

"Works Contractor" means as defined in clause 3.3.

1.2 In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the Recitals are to be construed as part of this Agreement;

and unless the context indicates a contrary intention:

- (c) the expression "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word "includes" in any form is not a word of limitation;
- (k) a reference to "\$" or "dollar" is to Australian currency;
- (l) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a Business Day, the day so appointed or specified shall be deemed to be the next Business Day.

1.3 Governing law

This Agreement is governed by and will be construed according to the laws of Western Australia and the parties agree to submit to the non-exclusive jurisdiction of Courts of that State.

2. Term

This Agreement shall:

- (a) commence on the Commencement Date; and
 - (b) continue until the first anniversary of the Commencement Date
- ("Term") unless the Term is extended by agreement between the parties or the Agreement is earlier terminated in accordance with the terms of this Agreement.

3. Agreement to Use of Roads

3.1 Grant

The Shire agrees that, for the Duration of the Term, MMG may operate Road Trains on the Roads as and when MMG considers appropriate, provided that MMG shall:

- (a) conduct the Commencement Activities in accordance with clause 4;
- (b) upgrade the Roads in accordance with clause 5;
- (c) maintain the Roads in accordance with the Maintenance Standards for Unsealed Roads;
- (d) operate on the Roads in accordance with the Operating Conditions; and
- (e) restore the Roads in accordance with clause 6.

3.2 Haulage Contractors

- (a) MMG may, in exercising its rights and fulfilling its obligations under clause 3.1, employ such Haulage Contractors as it deems appropriate, in its absolute discretion, provided that, upon retention of a contractor it serves notice on the Shire detailing the name and contact details of the contractor.
- (b) MMG shall ensure that all Haulage Contractors are given notice of the terms of this Agreement relevant to the tasks for which they have been contracted.

3.3 Works Contractors

- (a) MMG may, in fulfilling its obligations under clauses 3.1(a) - (e), employ such works contractors as it deems appropriate, in its absolute discretion, provided that, upon retention of a contractor it serves notice on the Shire detailing the:
 - (i) name and contact details of the contractor; and
 - (ii) tasks under this Agreement that the contractor is to perform.
- (b) MMG shall ensure that all Works Contractors are given notice of the terms of

this Agreement relevant to the tasks for which they have been contracted.

4. Bank Guarantee

- 4.1** As soon as practicable (but not later than 5 Business Days) after the Commencement Date, MMG shall deliver the Bank Guarantee to the Shire
- 4.2** The Shire shall hold and retain the Bank Guarantee against and until the fulfilment by MMG of its obligations under this Agreement and the Bank Guarantee shall not be released until the Shire has granted its consent thereto in writing (which consent shall not be unreasonably withheld or delayed)
- 4.3** Notwithstanding any provisions of the Bank Guarantee to the contrary, the Shire may not draw on the Bank Guarantee unless it first gives to MMG not less than 7 (seven) Business Days notice of its intention to do so.
- 4.4** The Shire shall deliver the Bank Guarantee to MMG within 10 Business Days after MMG has fulfilled its Restoration obligations in accordance with clause 6.

5. Upgrade and Maintenance of Roads

- 5.1** For the duration of the Term, MMG shall repair, reconstruct, modify the Roads or construct new portions of the Roads in order to render the Roads suitable for Road Trains in accordance with the Pavement Evaluation Report, provided that MMG shall carry out such repair, reconstruction, modification and construction:
 - (a) at its own sole cost;
 - (b) in the case of any repair, reconstruction or modification of any portion of the Roads in existence at the Commencement Date, in accordance with the Original Specifications or such other specifications as the parties may agree prior to the commencement thereof;
 - (c) in the case of any new construction (being the construction of any portion of the Roads not in existence at the Commencement Date) and any repair, reconstruction or modification thereof, in accordance with the Design and Construction Standards for Unsealed Roads, provided that any new construction shall be agreed between the parties prior to the commencement of such construction.
- 5.2** For the avoidance of doubt, MMG shall not be required to repair, reconstruct or modify the Roads:
 - (a) unless MMG considers that such work is necessary in order to render the affected portion suitable for Road Train transportation; or
 - (b) except in order to keep the Roads in a safe condition; or
 - (c) except in order to keep the Roads in a condition at least as good as the Original Condition.

Any repairs, reconstructions or modifications of the Roads for any purpose other than those set forth in subclauses 5.2(a), (b) and (c) shall be the exclusive responsibility of the Shire to be dealt with at the Shire's sole cost as the Shire considers appropriate.

5.3 Notwithstanding clause 5.2, MMG shall not be required to repair, reconstruct or modify the Roads in respect of damage, deterioration and wear and tear caused by:

- (a) unusual or abnormal usage of the Roads by any person other than MMG, the Haulage Contractor or the Works Contractor;
- (b) Acts of God, including without limitation floods, washaways, sinkholes, fissures and other natural occurrences beyond the control of MMG; and
- (c) deliberate or accidental interventions by any person other than MMG, the Haulage Contractor or the Works Contractor

provided that MMG shall bear the onus of proving that the damage, deterioration and wear and tear was so caused.

5.4 MMG shall notify the Shire immediately upon completion of any new construction (being the construction of any portion of the Road not in existence at the Commencement Date) in order for the Shire to satisfy itself that such work complies with its requirements in clause 5.1(c) and that the affected portion of the Roads is fit for Road Trains and for use by the general public.

5.5 If the Shire considers that the work in clause 5.4 does not comply with its requirements in clause 5.1(c) or that the affected portion of the Roads is not fit for Road Trains and for use by the general public, it shall give MMG notice in writing to that effect, stating those matters or things which in its opinion require to be done. Should the Shire fail to deliver the above notice to MMG within 20 Business Days of receipt of MMG's notification in clause 5.4, the Shire shall be deemed to have approved the said work.

5.6 MMG shall rectify the items contained in the Shire's notice in clause 5.4 by not later than 30 (thirty) Business Days thereafter (or such longer period as the Shire may agree), whereupon the provisions of clause 5.3 and 5.4 shall apply mutatis mutandis.

6. Restoration of Roads

6.1 Within 5 Business Days of the date of termination of this Agreement, MMG shall instruct Western Geotechnics to inspect and evaluate the Roads using the same criteria and methodologies it used in the Pavement Evaluation Report, and produce and deliver a report of its findings ("**Termination Evaluation Report**") to MMG and the Shire.

6.2 Within 5 Business Days of receipt of the Termination Evaluation Report, representatives of the Shire and MMG shall conduct a joint inspection of the Roads in order to consider the work (if any) to be done in order to Restore the Roads.

6.3 At the inspection, the parties will negotiate in good faith to determine whether the condition of the Roads is reasonably and practicably no worse than its Original Condition and the work to be performed to Restore the Roads (if any is required).

6.4 As soon as practicable thereafter, MMG shall carry out all necessary Restoration work at its own sole cost, provided that MMG may, by written notice advise the Shire that it wishes, at MMG's expense, for the Shire to carry out the works referred to in clause 6.5. Thereafter MMG shall be liable to reimburse the Shire, upon 30 day terms, for all reasonable expenses incurred by the Shire in carrying out the works

- 6.5** MMG shall notify the Shire immediately upon completion of the Proposed Work in order for the Shire to satisfy itself that such work complies with MMG's Restoration obligations.
- 6.6** If the Shire considers that the work does not satisfy MMG's Restoration obligations, it shall give MMG notice in writing to that effect, stating those matters or things which in its opinion require to be done. Should the Shire fail to deliver the above notice to MMG within 10 Business Days of receipt of MMG's notification in clause 6.5, MMG shall be deemed to have fulfilled its Restoration obligations.
- 6.7** Subject to the provisions of clause 14, MMG shall rectify the items contained in the Shire's notice in clause 6.6 as soon as practicable thereafter, whereupon the provisions of clause 6.5 and 6.6 shall apply mutatis mutandis
- 6.8** MMG shall not be required to Restore the Roads in respect of damage, deterioration and wear and tear caused by:
- (a) unusual or abnormal usage of the Roads by any person other than MMG, the Haulage Contractor or the Works Contractor;
 - (b) Acts of God, including without limitation floods, washaways, sinkholes, fissures and other natural occurrences beyond the control of MMG; and
 - (c) deliberate or accidental interventions by any person other than MMG, the Haulage Contractor or the Works Contractor
- provided that MMG shall bear the onus of proving that the damage, deterioration and wear and tear was so caused.
- 6.9** The provisions of clause 14 shall apply to any failure by the parties to agree with regard to any of the matters described in this clause 6.

7. Third Party Permit Application

7.1 Notice of third party permit application

If the Shire receives notice from MRWA that a third party has applied for a permit to operate a road train or other heavy vehicle for the purposes of haulage on all or part of the Roads, it shall:

- (a) immediately notify MMG; and
- (b) consult with MMG as to the appropriateness of the permit being granted, prior to it providing a recommendation to MRWA as to whether the permit should be granted;
- (c) render the grant of such permit conditional upon the third party entering into an agreement on substantially the same terms and conditions as this Agreement (including in particular clause 7.2).

7.2 Variation of terms

If at any time during the Term a third party is granted a permit to operate a road train or other heavy vehicle for the purposes of haulage on all or part of the Roads, then MMG and the Shire agree that::

- (a) they will enter into good faith round table negotiations with each other and the third party in order to agree the allocation of the obligations of MMG under this Agreement and the obligations of the third party under the agreement in clause 7.1(c) in accordance with the respective proportionate usage of the Roads by MMG and the third party
- (b) this Agreement shall be amended to give effect to the allocation in clause 7.2(a);
- (c) the provisions of clause 14 shall apply to any failure by MMG, the Shire and the third party to agree an allocation of obligations.

8. Indemnity

9.1 For the Term and any additional period pursuant to clause 6 during which MMG is responsible for carrying out Restoration of the Roads, MMG is liable for and will indemnify and keep indemnified the Shire and its officers, employees, agents and contractors on a full indemnity basis against, all loss, damage, expenses, costs, claims, proceedings, fees, charges and all other liabilities in respect of all property and injury or death of all persons and otherwise which:

- (a) took place or arose on a portion of the Roads; and
- (b) is directly (wholly or partially) caused by any act, omission, default or negligence of MMG or any employee, agent, sub-licensee, contractor or other person claiming through or under MMG to observe or perform any of the covenants, conditions, regulations and restrictions on the part of MMG under this Agreement, whether positive or negative, expressed or implied.

8.2 The Shire:

- (a) shall immediately notify MMG in writing if any claim, action, suit or proceeding contemplated in clause 8.1 is made, brought or threatened;
- (b) shall, after having obtained the approval of the Shire's insurers, if so requested by MMG, cooperate with MMG in the formulation of the defence of such claim, action, suit or proceeding or permit MMG at its own cost to directly intervene therein; and
- (c) shall not make any settlement or consent to any judgment or order in respect of any matter the subject of the indemnity in clause 8.1 without MMG's and the Shire's insurers prior written consent thereto.

9. Insurance

MMG at its own expense, shall effect and keep current during the Term and any additional period pursuant to clause 6 during which MMG is responsible for Restoring the Roads, in the name of MMG (noting the interest of the Shire) a policy of public liability insurance with respect to the use of the Roads for \$20,000,000 (or such higher amount of cover as a reasonably prudent person in the position of the Shire would require) against claims by third parties for property damage, bodily injury or death resulting from any one occurrence on the Roads or series of occurrences on the Roads arising out of any one event.

10. Representations and Warranties

Each party represents and warrants to the other party that:

- (a) it has power to enter into this Agreement and comply with its obligations under the Agreement;
- (b) it has in full force and effect the Authorisations necessary for it to enter into this Agreement;
- (c) its obligations under this Agreement are valid, binding and enforceable against it in accordance with their terms; and
- (d) it is subject to no obligations under any other form of agreement or understanding which, if enforced against it, would have the effect of preventing it giving effect to the obligations imposed upon it by this Agreement.

11. Non-Limitation of Rights of Shire

Nothing in this Agreement shall prohibit the Shire from exercising any of its lawful powers, discretions or duties in respect of the Roads, including without limitation the power to close the Roads if in the Shire's reasonable opinion the condition of the Roads constitutes a hazard to users of the Roads

12. Termination

12.1 Termination

This agreement will terminate:

- (a) on the written agreement of both parties;
- (b) upon delivery of notification by MMG to the Shire that MMG no longer intends, for any reason whatsoever, to continue to operate Road Trains on the Roads;
- (c) in accordance with clause 13;
- (d) immediately upon the revocation of the Permit by MRWA; or
- (e) immediately upon the expiration of the Term,

provided that clauses 4, 6, 7, 8, 9, 12.2, 13, ~~14~~ and 16 of this Agreement shall survive termination and continue to apply during any additional period pursuant to clause 6 during which MMG is responsible for Restoring the Roads.

12.2 Accrued rights and obligations

- (a) On termination or expiration of this Agreement for any reason this Agreement (other than the clauses identified in clause 12.1 as surviving termination), this Agreement shall have no further effect and, subject to clause 12.2(b), no party shall be liable to any other party;
- (b) Termination or expiration of this Agreement for any reason does not affect any rights of any party against the other party which:
 - (i) arose prior to the time at which such termination or expiration occurred (including any rights in relation to a breach of this Agreement by the other party); or

- (ii) arise under this clause 12.2

13. Force Majeure Event

13.1 No breach

Except as otherwise provided in this clause 13, the failure by either party to observe or perform wholly or in part any obligation under this Agreement is deemed not to be a breach of this Agreement, if the failure was caused by a Force Majeure Event.

13.2 Consequences

No Force Majeure Event will release or discharge any party from any obligation to pay any amount payable under this Agreement.

13.3 Obligations on Force Majeure Event

A party affected by a Force Majeure Event must, from the time it first becomes aware of the Force Majeure Event, use reasonable endeavours to:

- (a) mitigate or overcome the effect of the Force Majeure Event; and
- (b) perform any obligation affected by the Force Majeure Event in such other manner as may be reasonably practicable.

13.4 Notice

- (a) A party seeking to rely on clause 13.1 must, as soon as practicable after becoming aware of the Force Majeure Event, provide notice ("Force Majeure Notice") to the other party setting out:
 - (i) the nature of the Force Majeure Event;
 - (ii) the expected duration of the Force Majeure Event;
 - (iii) its obligations under this Agreement affected, or likely to be affected, by the Force Majeure Event; and
 - (iv) the manner in which it proposes to mitigate or overcome any effects of the Force Majeure Event.
- (b) The notifying party must further notify the other party of any material change to any of the information set out in a force majeure notice.

13.5 Termination for Prolonged Force Majeure

If, by reason of a Force Majeure Event, a party is unable to perform its material obligations under this Agreement for a continuous period of one hundred and eighty (180) days, either party may terminate this Agreement by written notice to the other party.

14. Dispute Resolution

14.1 Notice of Dispute

In the event of a dispute between the parties concerning this Agreement in any way, or

concerning the rights and liabilities of the parties, the affected party may give the other a written notice setting out the material particulars of the dispute.

14.2 Appointment of representative

Each party shall appoint a senior officer, or other person, with authority to negotiate and reach settlement, and the parties' representatives shall personally meet within ten (10) business days of the date of the receipt of the notice calling for such a meeting.

14.3 Best endeavours to resolve dispute

The parties' representatives in good faith, and using their best endeavours at all times, shall attempt to resolve the dispute.

14.4 Expert Determination

If the dispute has not been resolved under clause 14.3, it shall be referred for expert determination to a person ("**Expert**") agreed by the parties or, failing agreement by the parties within 14 days, nominated by the President for the time being of the Institute of Engineers Australia (WA Branch). In making his nomination, the President shall have regard to the nature of the dispute or difference, and shall, with regard to all disputes and differences concerning:

- (a) the interpretation of this Agreement, nominate a practicing lawyer with not less than 10 years experience;
- (b) any other matter, nominate qualified civil engineer with not less than 10 years experience of road construction

to be the Expert.

14.5 Determination Procedure

If an Expert is utilised:

- (a) the Expert shall be requested to make his determination as promptly as practicable;
- (b) the parties shall do everything reasonably required by the Expert to assist him to reach a decision;
- (c) the Expert shall at all times act as an expert and not as an arbitrator, and the provisions of the Commercial Arbitration Act 1985 shall not apply;
- (d) the Expert's determination and other rulings shall be final and binding upon the parties (except in the case of manifest error); and
- (e) the party against which the Expert's determination is made shall bear the costs and expenses of the Expert

14.6 No entitlement to commence an action

Nothing in this clause 14 shall be interpreted as preventing either party from obtaining interlocutory relief from an appropriate court if it is reasonably necessary to do so to protect the interests of a party.

15. GST

- (a) The prices in this Agreement are exclusive of GST.
- (b) If a party (supplier) makes a taxable supply under or in connection with this Agreement, then the party that is required under this Agreement to provide the consideration for that taxable supply (payer) must also, pay an additional amount equal to the GST payable by the supplier on that taxable supply.
- (c) Such additional amount is to be paid at the time the payer is required to provide the first part of the consideration for that taxable supply under the other provisions of this Agreement, however, no such additional amount will be payable until the supplier has provided the payer with a tax invoice for the taxable supply in respect of which the additional amount is payable.
- (d) Any consideration that is required to be provided under this Agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount incurred less the amount of any input tax credit to which an entity is entitled for its acquisition to which that cost, expense or other amount relates.
- (e) For the purpose of this clause 15:
 - (i) Any terms that are not defined in this Agreement but are defined in the *A New Tax System (Goods and Services Tax) Act* (Cth) 1999 have the meanings ascribed to them by that Act;
 - (ii) any reference to GST payable by a party includes any GST payable by the representative member of any GST group of which that party is a member and if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply will be attributable, such part of the supply will be treated as a separate supply.

16. General

16.1 Further acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to this Agreement.

16.2 Notices

Any communication under or in connection with this Agreement:

- (a) must be in writing;
- (b) must be addressed as shown below:

Name:	Shire of Yalgoo
Address:	37 Gibbons Street Yalgoo WA 6635
Fax no:	(08) 9962-8020

For the attention of: Chief Executive Officer

Name: Mt Magnet Gold NL
 Address: Level One
 10 Ord Street,
 West Perth
 WA 6005
 Fax no: (08) 99485-0074
 For the attention of: Company Secretary

(or as otherwise notified by that party to the other party from time to time);

- (c) must be signed by the party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 16.2(b); and
- (e) will be deemed to be received by the addressee:
 - (i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;
 - (ii) (in the case of fax) at the local time (in the place of receipt of that fax) which then equates to the time at which that fax is sent as shown on the transmission report which is produced by the machine from which that fax is sent and which confirms transmission of that fax in its entirety, unless that local time is a non business day, or is after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day; and
 - (iii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 16.2(b) unless that delivery is made on a non business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day,

and where "business day" means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

16.3 Jurisdiction

- (a) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Agreement.
- (b) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 16.3(a).

16.4 Amendments

This Agreement may only be varied by a document signed by or on behalf of each of

the parties.

16.5 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party provided that MMG shall be entitled to assign, novate or otherwise transfer all or any of its rights or obligations under this Agreement without the prior written consent of the Shire where the assignee or transferee is a Related Body Corporate.

16.6 Severability of provisions

Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.

16.7 Waiver

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this Agreement by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Agreement.
- (b) Any waiver or consent given by any party under this Agreement will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of any term of this Agreement will operate as a waiver of another breach of that term or of a breach of any other term of this Agreement.

16.8 Inurement

The provisions of this Agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

16.9 Indemnities

- (a) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Agreement.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Agreement.

16.10 Entire agreement

To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the parties; and
- (b) supersedes any prior agreement (whether or not in writing) between the

parties.

16.11 Costs

Each party shall bear its own costs arising out of the preparation of and entry into this Agreement, except that MMG shall pay:

- (a) any stamp duty (including fines and penalties) chargeable on this Agreement; and
- (b) the legal costs of the Shire reasonably and necessarily arising out of the preparation of and entry into this Agreement, to a maximum amount of \$5,000.

16.12 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

Schedule 1 ROADS

Those portions (including associated drainage and other ancillary works such as signs, guideposts, cattle grids and fences comprising the infrastructure of the road) of the public roads under the care, control and management of the Shire which MMG will use for the conveyance of materials by means of Road Trains between the Mine and MMG's Hill 50 Mine in the Shire of Mt Magnet, namely:

Formatted: Justified

Road 51 – Dalgaranga – Mt Magnet Road

Road 52 – Dalgaranga – Meteorite Road

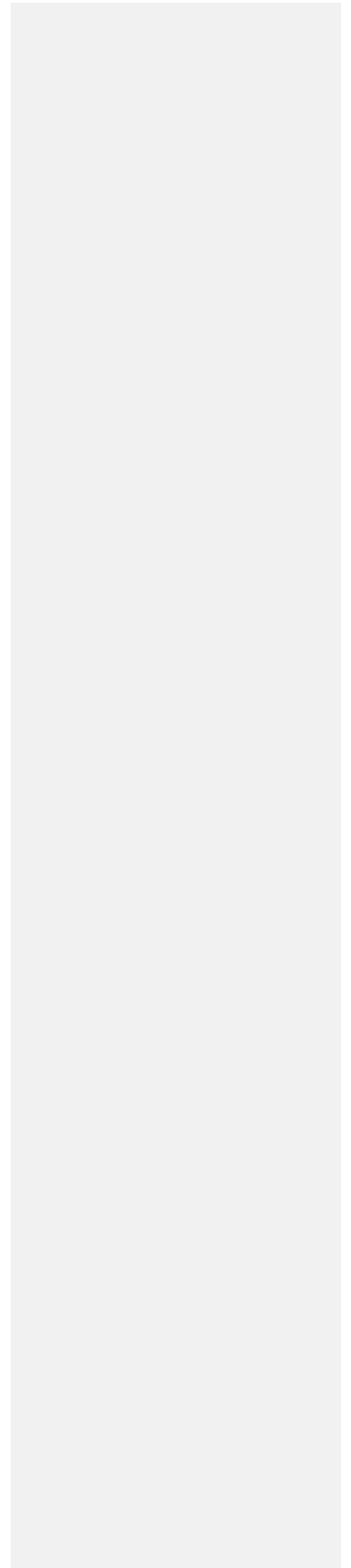
Road 53 – Uanna Hills Road

Mt Farmer Rd from the intersection of the mine haul road (1.5km from the Hill 50 Road) to the Shire Boundary, total length approx 59.4 Kms

as depicted on the map attached hereto marked Schedule 1 (A).

Schedule 1(A)
Plan of Roads

|



Schedule 2 DESIGN AND CONSTRUCTION STANDARD FOR UNSEALED ROADS

Design Vehicle

53.5 metre road train with triaxle dollies

Period of Haulage

Approximately 155,000 tonnes between October 07 and January 08 (approx 1700 tonnes per day)

Design Speed (as a basis for road geometry)

Design vehicle speed limited 80 kph

As of right vehicles according to conditions with maximum 110kph.

Typical Cross Section

Minimum 8 m running surface (plus 1.0 metre shoulders) 10 m subgrade formation and typical percent crossfall

Horizontal Alignment

Desirable minimum curve radii 600 metres

Vertical Alignment

Safe stopping distance for design vehicle

Level	80 kph	206 metres
	60 kph	131 metres
Uphill 3 percent	60 kph	117 metres
6 percent	60 kph	107 metres
Downhill 3 percent	70 kph	194 metres

The above values have been derived using Austroads Rural Road Design formula with the following factors:

Reaction time	3.5s
Deceleration rate	0.20g

Grids

All existing grids to be retained are to be inspected and certified for structural integrity by a qualified engineer (or a person acceptable to both parties) prior to commencement of the improvement works.

Grids 8 metres in width shall be treated with "PetroTac" for a minimum of 25 metres. Grids less than 8 metres wide shall be treated with Petro Tac to a minimum of 200m either side and signed with "Narrow Road" advisory signs.

Drainage Structures

It is intended to install one only 18"rcp at a creek crossing near the start of the haul road, this pipe will be installed to MRWA required standard with approximately 600 mm of fill with a short floodway. Upstream slope will have crushed rock facing.

The improvement works will include side drains offshoot drains and table drains constructed to remove water from the road environment and protect the road edges from becoming saturated after heavy rain.

Maintenance of the roadway shall include provision for draining ponding water away from roadway should there be a significant rain event.

Pavement

The minimum thickness of pavement shall be not less than 100mm and may consist of natural material stabilized with Petrotac

The pavement shall be routinely watered and graded to maintain a firm hard stable surface under the proposed 1700 tonnes plus daily haulage task.

The use of stabilizing agents is permitted provided the pavement strength performance is equivalent to the pavement design requirement

Signage and Guideposts

The improvement works will be signed with MRWA approved signage requirements and MMG specified delineators will be used at 250 spacing on straights and 50 metre spacing on curves

Construction

All construction shall comply with the standard MRWA requirements for road maintenance including Traffic, Quality and Environmental Management.

The improvement works shall satisfy the above details (Any proposed non compliances to be resolved with Mount Magnet or Yalgoo Shire or its representative).

Schedule 3

MAINTENANCE STANDARDS FOR UNSEALED ROADS

The specification for maintenance of the road is performance-based, and falls into two categories:

- Routine Patrol
- Response to Defects

In terms of Routine Patrol, any Works Contractor contracted to carry out road maintenance shall implement documented inspection processes to ensure that the road is maintained safe at all times, specifically, but not limited to:

Routine Patrol	Max. Response Time
Remove road kill	12 hours
Replace damaged signs & delineators	1 week
Cordon off hazards,	4 hours
Place / replace hazard signs	4 hours

In terms of Response to Defects, the relevant Works Contractor shall implement documented inspection processes to ensure that the road is maintained safe at all times, specifically, but not limited to;

Defect	Intervention Level	Max. Response Time
Dust	When visibility falls below a clear line of sight from 200m behind a Road Train to 200m in front of a Road Train.	2 hours
Potholes	Potholes > 50mm deep, or > 0.1 sq metres in area	1 week
Shoulder erosion	Width < 1.0m	1 month
Off-road drainage	Ponding extends into pavement layer	1 week

All maintenance activities shall comply with approved Traffic Management Plan, per MRWA Code of Practice, 2007.

Schedule 4

OPERATING CONDITIONS

1. MMG complying at all times with the conditions of the Road Train Permit;
2. The aggregate tonnage of minerals hauled by any Road Train operated by MMG on the Roads shall not be greater than 0.2Mt per annum;
3. None of the Road Trains operated by MMG on the Roads shall be fitted with Wide-singles;

Schedule 5

BANK GUARANTEE

At the request of the Shire of Yalgoo ("Shire") and in consideration of Mt Magnet Gold NL ("MMG") accepting this undertaking in respect of the Road Train Permit Agreement executed on between the Shire and MMG, ("the Financial Institution") hereby unconditionally and irrevocably undertakes to pay on demand any sum or sums which may from time to time be demanded by the Shire to a maximum aggregate sum of \$50,000 (Fifty Thousand Dollars).

This undertaking is to continue until notification in writing has been received from the Shire that the sum is no longer required by the Shire or until this undertaking is returned to the Financial Institution by the Shire or until payment to the Shire by the Financial Institution of the whole of the sum or such part as the Shire may require.

Should the Financial Institution be notified in writing, purporting to be signed for and on behalf of the Shire, that the Shire desires payment to be made of the whole or any part or parts of the sum, it is unconditionally agreed that the Financial Institution will make the payment or payments to the Shire forthwith.

Provided always that the Financial Institution may at any time without being required so to do pay to the Shire the sum of \$50,000 (Fifty Thousand Dollars) less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the Shire in writing, and thereupon the liability of the Financial Institution hereunder shall immediately cease.

Dated at this day of2007.

Executed as an Agreement.

The Common Seal of Shire of Yalgoo)
 was affixed in the presence of:)
)
)

 Signature of Shire President

 Signature of Chief Executive Officer

 Name of Shire President in full

 Name of Chief Executive Officer in full

Executed as a deed by Mt Magnet Gold NL , in accordance with section 127 of the <i>Corporations Act</i> :))))	
Signature of Director		Signature of Secretary/other Director
Name of Director in full		Name of Secretary/other Director in full

14 August 2012

Beverley Slater
Coodingnow Inc.
PO Box 46 Wubin WA 6612
P: 9664 2220 M: 0417 022 060

Sharon Daishe
Chief Executive Officer
Shire of Yalgoo
37 Gibbons Street
Yalgoo WA 6635

Dear Sharon,

Coodingnow Inc. has lodged a submission with the Aboriginal Lands Trust/Department of Indigenous Affairs to acquire a lease over the Paynes Find Reserve # 21187 in Paynes Find and need additional information before it can proceed to the next level. We are seeking a letter of support from you that acknowledges our proposal and supports our intentions that I have stated in the attached document.

I have discussed our intentions with yourself and others at a previous Shire meeting held in Paynes Find in regards to our proposal to acquire the reserve and was met with some encouragement from yourself and community members.

I have since made contact with Mr. William Atyeo to obtain further information.

Could you please consider our proposal and provide the support we need to allow us to take on this wonderful opportunity.

Thank you and regards

Sincerely

Beverley Slater
Chairperson
Coodingnow Inc.

PURPOSE/PROPOSAL:

Apply for a long term lease of the Paynes Find Reserve ref # 21187.

BACKGROUND:

Coodingnow Inc. was formed in 2005 and is made up of members who are direct descendants of the Badimia people who were born, lived and worked in the Paynes Find area and have significant cultural connection and obligations to this area of Badimia country. Our aim is to work towards acquiring land for the benefit of our people and the "Objects of our Association" are: to have access to their traditional land to protect and preserve their language, tradition, culture and inheritance of significant sites specific to the surrounding areas and to develop, sustain, promote and maintain these for future generations while providing physical, spiritual and cultural wellbeing.

CURRENT SITUATION:

At present the reserve is approximately 25 acres of uncleared natural bush land and we are very keen to mostly leave this land in the same condition. We would like to initially set up some low level camping facilities which would provide a central point from which we can work. Create an employment opportunity in conjunction with the Shire for a caretaker who would reside in Paynes Find. The following is a staged approach to what we propose to do at the Paynes Find reserve:

1st Stage. 12 to 24 months

- Low level camping area defined.
- Continue dialogue with the Yalgoo Shire about possible Shire partnerships and employment.
- Possibility of employment of a resident Badimia caretaker funded through the Shire.
- Eco toilet and natural water collection

2nd Stage. 24 months +

- Possibility for employment of a resident Badimia cultural guide within the Paynes Find area.
- Cultural camps for our youth.
- Low scale cultural tourism

Coodingnow Inc. will seek assistance from the following:

- Badimia Peoples Trust - donations
- Indigenous Community Volunteers – for planning assistance.
- Natural Resource Management Groups – for funding opportunities to eradicate vermin and pests and protection of native flora and fauna.
- Lotterywest – for funding opportunities for promotion of Aboriginal association in the area as tourist opportunities and
- ICV process will also identify any other potential partnership opportunities.

CONSULTATION:

We are members of the Badimia people and as the Paynes Find Reserve is in Badimia country we have consulted both the Yamatji Marlpa Aboriginal Corporation and the Badimia Working Group for Native Title and sought both their approvals of our proposed acquisition of the lease over the reserve. Please see attached documents.

We have attended meetings with the Shire of Yalgoo and have had input into the Strategic Community Plan for Paynes Find where we have stated our expectation of leasing the reserve and having a positive impact on the development of the Paynes Find area and community.

CONCLUSION:

As you can see, there is some real potential for Coodingnow Inc. and this property. You need to also see the potential in the context of Paynes Find, in that it is a very remote small town with limited large economic development opportunities.

What we seek to do is to keep the land in its natural state, use it as a base for access to our country, and provide a meeting place and a safe travel stop area for our people.

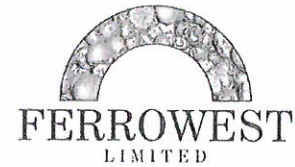
Help to care for the land and environment and to promote some low level cultural tourist opportunities that come with the wildflower season while helping to build the Paynes Find community.

This project will initially be self funded, and then we can build and generate assistance through partnership opportunities with local government, local mining companies and the local community along with specific applications to funding bodies.

This opportunity will generate employment of at least 1 member as a caretaker/cleaner with the possibility to expand over time.

We would also use this opportunity to develop initiatives to assist our youth with cultural connection and identity while performing our cultural obligation to the land and to promote cultural well being and healing for the Badimia people.





5 July 2012

The Yalgoo Shire Councillors
C/- Sharon Daishe
Chief Executive Officer
Yalgoo Shire
Lot 347 Gibbons Street
YALGOO WA 6635

By Email: ceo@yalgoo.wa.gov.au

Dear Councillor,

YOGI MINE PROJECT – UPDATE ON STRATEGIC DEVELOPMENTS

Since my recent briefing to the Shire, the date by which the Chinese Government was required to approve the Investment Agreement between Ferrowest and Tai Feng has passed without the approval being granted. As a consequence, the Investment Agreement between Ferrowest and Tai Feng has lapsed.

This effectively terminates the formal relationship between Ferrowest and Tai Feng.

It is important to note that the Investment Agreement was not rejected by the Chinese Government, it just was not approved in the required time frame. In fact, the approval of the Chinese Development Reform Commission ("CDRC") had been received and this is noteworthy because it is the CDRC that assesses the projects in detail. However, the Chinese Ministry of Commerce is concerned about a number of macro economic issues and is simply not approving the vast majority of such applications at this time. It was also unlikely that their view would have changed until the world economic condition improved, which made extension of the timeframes under the Investment Agreement an unacceptable solution.

Tai Feng was also bitterly disappointed about the loss of the Investment Agreement and as a show of good faith and belief in Ferrowest and the Yogi Mine Project, they have agreed to invest a further \$800,000 in shares in Ferrowest at a 43% premium to then market price (it is more than 100% over the current price). At a time when resource companies are having a very hard time raising any capital at all, even at a discount to their market price, this is quite a serious commitment by Tai Feng.

If circumstances change in China and the World, there may be an opportunity to put the Investment Agreement with Tai Feng back on the table but in the mean time Ferrowest must consider finding a new partner or new opportunities to raise the significant capital needed for the next phase of the project. The \$800,000 that will come in from Tai Feng, while very welcome, will really only provide us the time to look for and negotiate with a new partner. It will not be enough to allow us to make significant progress on project in the interim.



For the Shire, the issue is that we no longer have a timetable that Ferrowest can rely upon. It is not expected that it diminishes the likelihood of the project proceeding in the longer term but it does open the question about when that might occur.

It is disappointing but we are victims of matters beyond our control and we must be realistic that there is little we can do to change the things that are making the markets and investors in Australian resource projects nervous.

I can assure the Shire that our resolve has not changed and belief in the ultimate success of our projects has not changed. We must also be mindful that just as circumstances have suddenly taken a bad turn, markets and opportunities can go the other way with equal speed.

I am happy to keep Sharon apprised of developments and would like to thank you for your ongoing support.

Please feel free to contact me at any time if you have any further questions.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "Brett Manning", is written over a circular blue ink stamp. The signature is fluid and cursive.

Brett Manning
Managing Director

CEO

From: Brett Manning [BManning@ferrowest.com.au]
Sent: Friday, 6 July 2012 3:28 PM
To: CEO
Subject: RE: Ferrowest Letter

Dear Sharon,

As discussed with you on the phone, the Shire has made the decision which appears to remain valid and available until 1 August. While it is unlikely at this point that Ferrowest will be in a position to proceed with this prior to 1 August, I think it should simply remain on foot at this time. I would suggest that you should not incur any further legal expense on the draft and simply await further advice from Ferrowest later in the month.

Kind regards,

Brett Manning
Managing Director

Ferrowest Limited

Unit 18, 28 Belmont Avenue
PO Box 383, Belmont WA 6984
Ph: +61 8 9277 2600 Fx: +61 8 9277 2655

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From: CEO [<mailto:ceo@yalgoo.wa.gov.au>]
Sent: Thursday, 5 July 2012 7:36 PM
To: Brett Manning
Subject: RE: Ferrowest Letter

Hi Brett

Thank you for this information regarding Tai Feng. I could not see any reference to the Option Deed - please clarify your position regarding the Option Deed particularly with regard to the following decision of Council:

OFFICER RECOMMENDATION/COUNCIL DECISION

C2012-0602 Disposal of Property – Option Deed for sale of 185 Shamrock Street to Ferrowest Limited

That, there being no submissions received as at noon on Thursday 14 June 2012 following local public notice on 30 May 2012 in the Geraldton Guardian and the Yalgoo Bulldust, Council:

1. Agrees to dispose of Lot 185 Shamrock Street to Ferrowest Limited by way of entering into an Option Deed as per the attached draft for the consideration of \$80,000 plus GST; and
2. Requests the CEO to make the necessary arrangements to enter into the Option Deed on or before 1 August 2012; and
3. Authorises the President and the CEO to sign and seal the Option Deed.

Moved: Cr L Terry Seconded: Cr MR Valenzuela Motion put and carried 5/0

I am now on leave returning Tue 17th.

Kind regards

CEO

From: Sze-Hwei Yen [Sze-Hwei.Yen@CivicLegal.com.au]
Sent: Monday, 9 July 2012 5:20 PM
To: ceo@yalgoo.wa.gov.au
Subject: Ferrowest Option Deed (185 Shamrock Street)

Hi Sharon

I refer to our recent telephone call in respect of the above. You had two queries:

1. How much has the Shire spent on this to date; and
2. How long can the Shire delay signing the Option Deed under the current resolution/advertising?

Costs to date

Our records show a total of \$8,098.46 which includes professional fees, disbursements and GST. If you need a specific breakdown or copies of invoices please let me know.

This includes many many drafts of the Option Deed and advice on the deed and advertising process etc, dating back to 2007. The costs in 2007 and 2008 totalled \$4216.80, and since this matter re-started, there have been further costs of \$3881.66.

The Deed does currently state that the parties bear their own costs. However, the issue of costs could be added back to the negotiations, especially as this latest round of advertising may have turned out to be for nothing if Ferrowest do not now sign the Deed.

Signing the Deed

Can you please let me have a copy of the advertisement/notice of disposition and council resolution?

I am leaning towards the view that the contract does not need to be signed within 6 months of the notice, but it would have to be within a reasonable time afterwards, such that there is no material difference to the facts set out in the notice (including the market value of the property). **However, please do not take this as advice until I have seen the notice and resolution.**

I would also suggest that if Ferrowest looks like they will sign in the near future, the Shire could sign the Deed first. If Ferrowest don't even look like signing it for another 6 months, I'd recommend getting their agreement to pay for the costs of re-advertising/ re-valuing if necessary.

Regards

Sze-Hwei Yen | Associate | Civic Legal Pty Ltd (ACN 126 959 206)

T +61 8 9460 5000 **F** +61 8 9460 5001 **E** Sze-Hwei.Yen@civiclegal.com.au **W** www.civiclegal.com.au

Level 2, 11 Mounts Bay Road, Perth WA 6000, Australia

PO Box 7432, Cloisters Square, Perth WA 6850, Australia

(Civic Legal is a law practice that incorporates Brett Davies Lawyers, Wojtowicz Kelly Legal and Gibson Tovey and Associates)

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Deighton Pty. Ltd.

ABN39 220 486 601 ACN 009 001 076

P.O. Box 81

NORTH DANDALUP WA 6207

Telephone: (08) 9530 1121

Fax: (08) 9530 1090

7th August, 2012

Our Ref – 108-CL6A

The Chief Executive Officer,
Shire of Yalgoo,
P.O. Box 40,
YALGOO WA 6635

ATTENTION: Sharon Daishe

Dear Sharon,

Date received 10 / 8 / 12

Council Meeting	File Ref:
CLOSED	SIDE
PUBLIC	INFO
11.1. Works	11.3. Finance
11.2. Dev	11.4. Admin
<input type="radio"/> COPY TO or <input type="radio"/> CIRCULATE:	
CEO	EA/PA
DCEO	
Proj Exec	President
EHO	Councillors

Development/Planning Application for the Regional Mobile Communications Project
Proposed Mobile Phone Base Station – Milligan Street, Yalgoo WA
(GPS –28.341 116.6803)

This site is a Regional Mobile Communications project and will be funded by the State Government's Royalties for Regions Program and is administered by the Western Australian Department of Commerce with the assistance of the Department of Regional Development and Lands – Telstra have been contracted to undertake construction of this project.

Deighton Pty Ltd, act on behalf of Aurecon in regard to the above matter. Aurecon have been instructed by their client Telstra Corporation Limited to prepare and lodge a proposal for the changes to the existing installation.

Following intensive investigations between Government Emergency Services Agencies and Telstra utilizing radio frequency engineers, property and planning consultants and general engineering expertise Telstra has identified the above location for the construction of a site under the above project.

The proposal is to install, at the above location, one (1) 60m guyed mast, two (2) CNA010HI Omni Antennas at the top of the structure and two (2) Remote Radio Unit as close to the antennas as possible all as shown on the attached drawings W107168 S1 and S3 Issue 1

This Application has been prepared having regard for the Planning Laws and Regulations encompassed within Town Planning Scheme administered by Council that apply to the proposed site.

As a Licensed Carrier under the Commonwealth Telecommunications Act 1997, Telstra is also obliged to comply with the Industry Code on the Deployment of Radiocommunications Infrastructure, (the Code), in relation to this proposal. Sections 4.1 and 4.2 of the Code are relevant to the preparation of this Development/Planning Application.

...2/-

07.08.12

Selection of the site has been made utilising the policy provisions encompassed within the WAPC Statement of Planning Policy No 5.2.

With regard to Section 5.3 of the above policy we advise the following:

- **Proposed Materials and Colour** – It is proposed that the antennas be installed utilising the colour as supplied by the manufacturer.
- **Fencing** – Fencing to be installed as shown on drawing.

Telstra and EME

- Telstra places high importance on effective and responsible management of EME issues.
- Telstra acknowledges some people are genuinely concerned about possible health effects from the EME generated by radio frequency technology and is committed to addressing these concerns responsibly.
- Telstra's responsible approach to EME is demonstrated through compliance with relevant radio frequency standards and comprehensive policies and procedures to protect the health and safety of the community and employees.
- Telstra operates responsibly in the design, operation and management of mobile base stations in order to minimise community impact and comply with the industry code of practice (ACIF Code) for base station deployment and operation.
- Telstra also maintains a comprehensive EME research program, monitors international research developments and provides assistance to other research institutions on Australian research into EME. This enables Telstra to have accurate and substantiated scientific information to guide its actions.

EME Safety Standard

In Australia, the EME safety standard is set by ARPANSA and regulated by the Australian Communications Authority (ACA) – the independent regulator of the nation's telecommunications industry.

It is based on careful analysis of the scientific literature (both thermal and non-thermal effects) and is designed to offer protection against identified health effects of EME with a large in-built safety margin. The standard covers EME emissions from all antennas on a single tower, or group of towers.

Compliance with all applicable EME standards is part of Telstra's responsible approach to EME and mobile phone technology.

...3/-

07.08.12

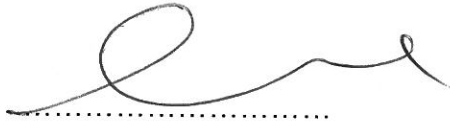
Further information on EME can be obtained through the ARPANSA Website
www.arpansa.gov.au

A copy of the ACMA EME fact sheet is available at www.acma.gov.au/consumer info/fact sheets/consumer fact sheets/fsc91.htm and a copy of the ACMA EME and Health Video is available at www.acma.gov.au/csds compliance/electromagnetic radiation/emr videos/index.htm

Telstra confirms that it has applied the Precautionary Approach in selecting the proposed site at the above location in accordance with Section 4.1 of the Code. Further, that the Precautionary Approach has also been applied to the design of this proposed installation in accordance with Section 4.2 of the Code.

Should you wish to discuss this proposal please do not hesitate to contact the undersigned.

Yours sincerely,



Steve Bruce,
DIRECTOR

DEIGHTON PTY LTD

Enclosures

Product Data Sheet**CNA010H****824-960MHz Fixed Tilt Omnidirectional Antenna****Electrical Specifications**

Frequency Range	824 - 960 MHz
Gain	11 dBi
Return Loss	> 15 dB
Polarization	Vertical
Horizontal Beamwidth	360°
Vertical Beamwidth	7° with nullfill
Electrical Downtilt	0°, 2° or 6°
Upper Sidelobe Level	< -15 dB
Power Rating	300W
Intermodulation	< -150 dBc (2 x 43 dBm)
Impedance	50 ohm
Lightning Protection	DC grounded
Connector Type	7-16 DIN female

**Mechanical Specifications**

Antenna Dimensions	3300 mm (length), 52 mm (diameter)
Packed Dimensions	3400 mm (length), 70 mm (diameter)
Antenna Weight	6.5 kg
Radome Material	Polyester Fibreglass pultrusion

Maximum Environmental Ratings

Temperature	-40°C to +70°C
Humidity	95% RH @ +30°C
Rated Wind Velocity	200 km/h
Lateral Loading	0.25 kN @ 160 km/h
Rain	140mm per hour

Mounting Options

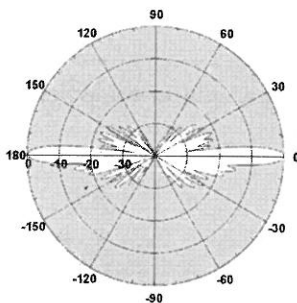
F-009-S4

Fixed clamps

Product Options

CNA010H-**-CB
CNA010HI-**-CB

00°, 02°, 06° Fixed Downtilt
HI - Inverted



Vertical Pattern

Last Updated: 22-06-2007

**Argus Technologies (Australia) Pty Ltd**

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Argus Technologies is continually improving products. Specifications may change at any time without notice

Remote Radio Unit Description RRUW

3 Technical Data

This section describes the physical characteristics, environmental data, and the power supply of the RBS.

3.1 Dimensions

Table 1 lists the technical data for the RRUW.

Table 1 Technical Data RRUW

Description	Value
Maximum nominal output power	Without license key: 20 W
	With 40 W license key ⁽¹⁾ : 40 W
	With all license keys ⁽¹⁾ : 60 W
Number of carriers	One carrier: without licence key
	Up to four carriers: with license key
Frequency	1,920 to 1,980 MHz uplink
	2,110 to 2,170 MHz downlink
	Band 1
	1,850 to 1,910 MHz uplink
	1,930 to 1,990 MHz downlink
	Band 2
	824 to 849 MHz uplink
	869 to 894 MHz downlink
	Band 5
	1,427.9 to 1,437.9 MHz uplink
	1,475.9 to 1,485.9 MHz downlink
	Band 11
Dimensions without Solar Shield	
Height	600 mm
Width	350 mm
Depth	112 mm
Dimensions with Solar Shield	
Height	636 mm
Width	383 mm

Depth	169 mm
Weight	
RRUW	20 kg
Color	
Gray	NCS S2502-R

(1) Detailed information about WCDMA licences can be found in RBS License Control.

The RRUW size, height, width, and depth with solar shield, is shown in Figure 2.

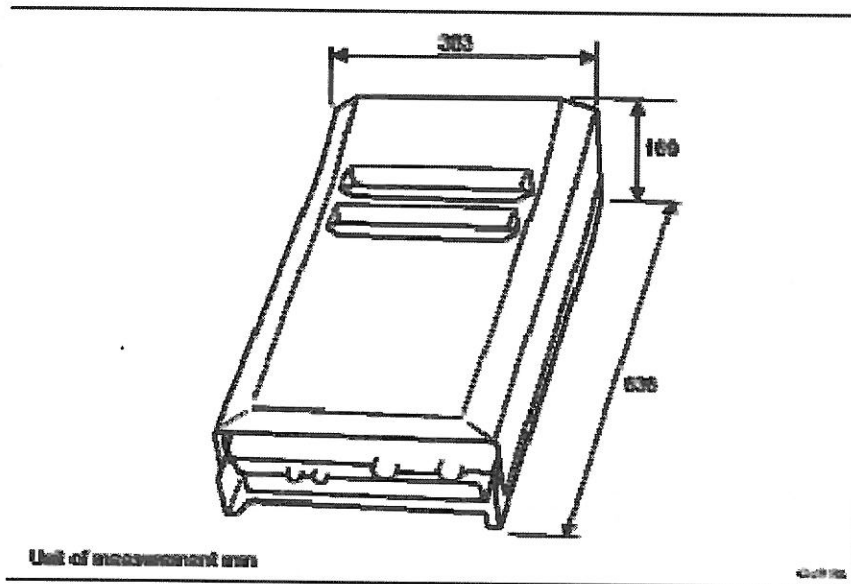


Figure 2 RRUW Height, Width, and Depth with Solar Shield



Summary of Estimated RF EME Levels around the Proposed Mobile Phone Base Station at Miligan street, yalgoo WA 6635

Introduction:

Date 8/2/2012

NSA Site No (6635007)

This report summarises the estimated maximum cumulative radiofrequency (RF) electromagnetic energy (EME) levels at ground level emitted from the existing Mobile Phone Base Station antennas at Miligan street yalgoo WA 6635. Maximum EME levels are estimated in 360° circular bands out to 500m from the base station. The procedures for making the estimates have been developed by the Australian Radiation Protection And Nuclear Safety Agency (ARPANSA)¹. These are documented in the ARPANSA Technical Report; "Radio Frequency EME Exposure Levels - Prediction Methodologies" which is available at <http://www.arpansa.gov.au>

EME Health Standard

ARPANSA, an Australian Government agency in the Health and Ageing portfolio has established a Radiation Protection Standard² specifying limits for continuous exposure of the general public to RF transmissions at frequencies used by mobile phone base stations. Further information can be gained from the ARPANSA web site.

The Australian Communications and Media Authority (ACMA)³ mandates exposure limits for continuous exposure of the general public to RF EME from mobile phone base stations. Further information can be found at the ACMA website <http://emr.acma.gov.au>

Existing Site Radio Systems There are currently no existing radio systems for this site.

Proposed Site Radio Systems

Telstra / WCDMA850 (proposed)			
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Table of Predicted EME Levels – Proposed

Distance from the antennas at Miligan street in 360° circular bands	Maximum Cumulative EME Level – All carriers at this site (% of ARPANSA exposure limits ²) Public exposure limit = 100%
0m to 50m	0.00069%
50m to 100m	0.0011%
100m to 200m	0.001%
200m to 300m	0.00098%
300m to 400m	0.00054%
400m to 500m	0.00028%
Maximum EME level 65.88 m, from the antennas at Miligan street	0.0011%

Note: Estimation for the maximum level of RF EME at 1.5m above the ground from the existing and proposed antennas assuming level ground. The estimated levels have been calculated on the maximum mobile phone call capacity anticipated for this site. This estimation does not include possible radio signal attenuation due to buildings and the general environment. The actual EME levels will generally be significantly less than predicted due to path losses and the base station automatically minimising transmitter power to only serve established phone calls⁵. Where applicable, particular locations of interest in the area surrounding the base station, including topographical variations, are assessed in Appendix A "Other areas of Interest" table on the last page.

Summary – Proposed Radio Systems

RF EME levels have been estimated from the existing and proposed antennas at **Miligan street** yalgoo WA 6635 . The maximum cumulative EME level at 1.5 m above ground level is estimated to be **0.0011** % of the ARPANSA public exposure limits.

Reference Notes:

1. The Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) is a Federal Government agency incorporated under the Health and Ageing portfolio. ARPANSA is charged with responsibility for protecting the health and safety of people, and the environment, from the harmful effects of radiation (ionising and non-ionising).
2. Australian Radiation Protection and Nuclear Safety Agency (ARPANSA), 2002, 'Radiation Protection Standard: Maximum Exposure Levels to Radiofrequency Fields — 3 kHz to 300 GHz', Radiation Protection Series Publication No. 3, ARPANSA, Yallambie Australia. [Printed version: ISBN 0-642-79400-6 ISSN 1445-9760]
[Web version: ISBN 0-642-79402-2 ISSN 1445-9760]
3. The Australian Communications and Media Authority (ACMA) is responsible for the regulation of broadcasting, radiocommunications, telecommunications and online content. Information on EME is available at <http://emr.acma.gov.au/>
4. The EME predictions in this report assume a near worst-case scenario including:
 - base station transmitters operating at maximum power (no automatic power reduction)
 - simultaneous telephone calls on all channels
 - an unobstructed line of sight view to the antennas.In practice a worst-case scenario is rarely the case. There are often trees and buildings in the immediate vicinity, and cellular networks automatically adjust transmit power to suit the actual telephone traffic. The level of EME may also be affected where significant landscape features are present and predicted EME levels might not be the absolute maximum at all locations.
5. Further explanation of this report may be found in "Understanding the ARPANSA Environmental EME Report" and other documents on the ARPANSA web site, <http://www.arpansa.gov.au>

Issued by: Telstra, Data reference file – yalgoo WA 6635 - 20120208090632

Appendix A

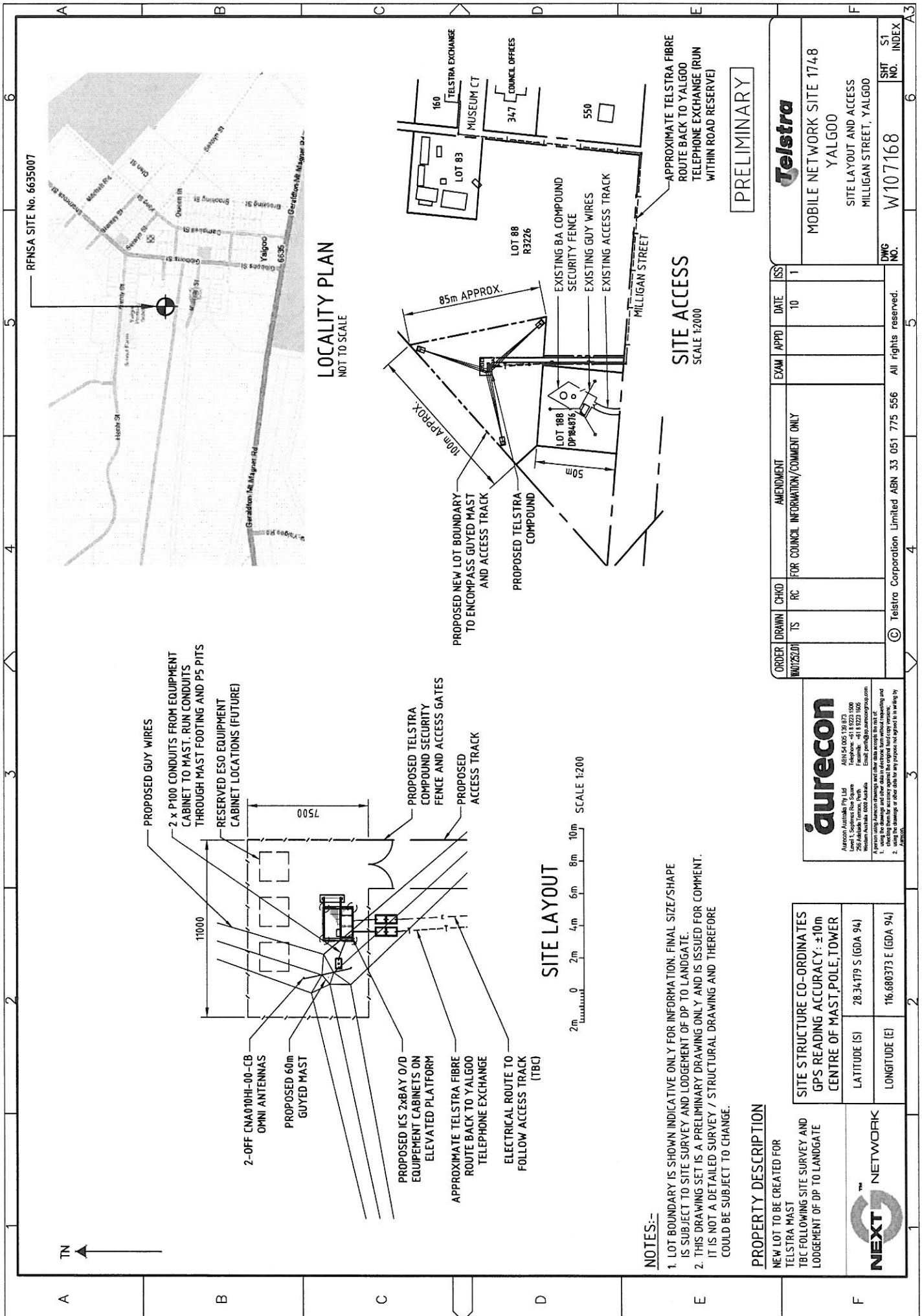
Table of Other Areas of Interest

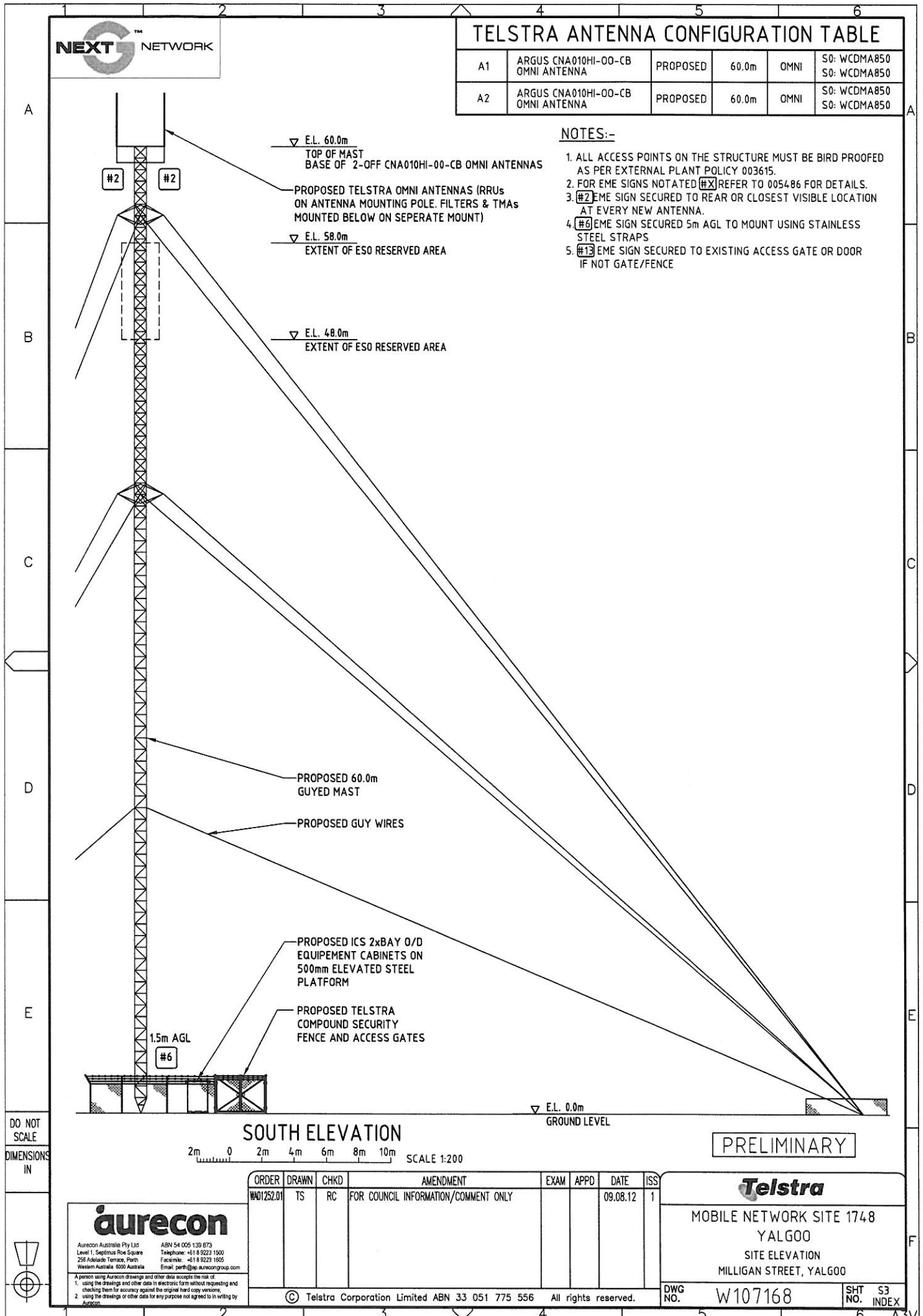
Additional Locations	Height / Scan relative to location ground level	Maximum Cumulative EME Level All Carriers at this site (% of ARPANSA exposure limits ²) Public exposure limit = 100%
ACIF Code Section 5.5 - community consultation plan new sites	n/a	Existing Site Update - No additional locations identified. Refer to previous table for the environmental EME assessment
Topography/Buildings	n/a	No locations identified
Other (e.g. significant previous community concern)	n/a	No locations identified

Note: Estimation for the maximum EME levels at selected areas of interest over a height range relative to the specific ground level at the area of interest. This table includes any existing and proposed radio systems.

Estimation Notes / Assumptions – Other Areas of Interest

Variable ground topography has been included in the assessment of the "Other Areas of Interest" as per ARPANSA methodology
Insert other data / notes as required





Murchison Regional Vermin Council

PO Box 62
Mount Magnet WA 6638

ABN: 28 431 267 089

p: 08 9963-3000
f: 08 9963-4133

20 June 2012

Cr Terry Iturbide
President
Shire of Yalgoo
Jingemarra Station
YALGOO WA 6635

Date received 28/7/12

Council Meeting	File Ref:
CLOSED	SIDE
PUBLIC	INFO
11.1. Works	11.3. Finance
11.2. Dev	11.4. Admin
<input type="radio"/> COPY TO or <input type="radio"/> CIRCULATE:	
CEO	EA/PA
DCEO	
Proj Exec	President
EHO	Councillors

Dear Terry

RE COUNTRY LOCAL GOVERNMENT FUND 2012/2013 REGIONAL GROUP PROJECT

As you would be aware in 2010 the Shires of Yalgoo, Mount Magnet, Cue, Sandstone, Meekatharra and Wiluna came together and agreed that the upgrade and replacement of the No.1 Vermin Fence would be their 2010/2011 Country Local Government Fund Regional Project. As a result the Murchison Regional Vermin Council (MRVC) has been able to implement an upgrade and replacement program utilising \$1,557,867 in Royalties for Regions Funding.

This project is proceeding well with expenditure of \$214,000 as at 18 June 2012 and committed expenditure of \$635,000. Work completed includes over 50% of the clearing and grading both sides of the No.1 Vermin Fence (565km) and construction of the first 16 km of fencing. Works committed to date include procurement of all fencing materials and construction of a further 30.2 km.

Pleasingly tender prices are proving significantly lower than initially estimated and replacement of at least 160 km of fencing now appears achievable. As a result the MRVC is now in a position to extend the project to include replacement of parts of the No.2 Spur Line and at the same time achieve the required dog proof standard for the No.1 Vermin Fence.

On the basis of what has been achieved to date the MRVC is again seeking the support of the Murchison Councils for the allocation of 2012/2013 Regional CLGF funding to carry out further upgrade works with the ultimate goal of creating the Murchison Region Vermin Cell. If all Murchison Council's support this project and the Mid West Development Commission provide funding as identified in the Mid West Investment Plan, the extension of the No 2 Spur Line to join up with the State Barrier Fence is entirely feasible – regardless of OPR!

It is acknowledged that the guidelines for the allocation of 2012/2013 Regional CLGF funding have yet to be announced by the Minister. Notwithstanding this, it is considered vital that discussions start and Council's have sufficient time to formulate a position on this request, which is fundamental to helping restore the viability of the pastoral industry. In recent years small stock enterprises have been decimated as a result of an inability to control the movement of wild dogs. Historically, fencing such as the MRVC No 1 Vermin Fence has proved very effective and the current trend, Australia wide, is the reinstatement and construction of new barrier fencing.

Over the years the pastoral industry has contributed enormously to the prosperity of our region and by working together we have a unique opportunity to put in place measures that will help restore the productivity of small stock enterprises and halt the decline of a once great industry.

To progress this important issue I have asked the MRVC Chief Executive Officer Geoff Brooks to organise, at a time and location convenient for all, a meeting involving the Shires of Murchison, Yalgoo, Mount Magnet, Sandstone, Cue and Meekatharra.

Please call Geoff Brooks on (08) 9963 3000 should you wish to discuss this matter further.

Yours sincerely



Murray McQuie
CHAIRMAN



Government of **Western Australia**
Department of **Regional Development and Lands**



ROYALTIES FOR REGIONS

COUNTRY LOCAL GOVERNMENT FUND

INDIVIDUAL COUNTRY LOCAL GOVERNMENTS

2012-13 Guidelines

Background

The Western Australian Liberal National Government's Royalties for Regions is a commitment to put more back into the State's regions.

Through the *Royalties for Regions Act 2009*, the equivalent of 25 per cent of the State's mining and onshore petroleum royalties are being returned to the State's regional areas each year as an additional investment in projects, infrastructure and community services.

The object of this Act is to promote and facilitate economic, business and social development in regional Western Australia.

The expenditure of Royalties for Regions funds is for the following purposes:

- To provide infrastructure and services in regional Western Australia;
- To develop and broaden the economic base of regional Western Australia; and
- To maximise job creation and improve career opportunities in regional Western Australia.

Royalties for Regions has six policy objectives:

- building capacity in regional communities;
- retaining benefits in regional communities;
- improving services to regional communities;
- attaining sustainability;
- expanding opportunity; and
- growing prosperity.

Royalties for Regions distributes benefits to regional communities through three supporting funds:

- The Country Local Government Fund;
- The Regional Community Services Fund; and
- The Regional Infrastructure and Headworks Fund.

COUNTRY LOCAL GOVERNMENT FUND

The primary objective of the Royalties for Regions Country Local Government Fund (CLGF) is to address infrastructure needs across the country local government sector.

CLGF overall aims are to:

- address infrastructure needs and support capacity building;
- improve the financial sustainability of country local governments in Western Australia through improved asset management;
- provide financial assistance to country local governments which choose to amalgamate voluntarily; and
- assist groups of country local governments to fund regionally significant infrastructure projects.

CLGF Program Delivery

The Department of Regional Development and Lands (RDL) administers and monitors CLGF expenditure.

The Department of Local Government delivers capacity building programs to individual and groups of country local governments, funded through CLGF. This includes assistance towards the development of strategic plans, asset management plans, the costs of amalgamation; and scoping plans to cost the delivery of municipal services to Aboriginal communities.

CLGF for Individual Country Local Governments (2012-13)

CLGF provides the country local government sector with additional money for the purpose of infrastructure provision and renewal.

The focus of funding in 2012-13 is to continue the delivery of projects identified in each eligible country local government's forward capital works plan (FCWP).

For 2012-13 each eligible individual country local government allocation is 50 percent of the total allocated CLGF budget, as shown on the Royalties for Regions website. However, all allocations are subject to meeting the requirements specified in these guidelines.

Application Deadline

Individual local governments should revise their FCWP. The required documentation must be submitted **between 30 October and 30 December 2012** to RDL who will assess projects against the CLGF guidelines.

Failure to meet the **30 December 2012** deadline may result in a local government being excluded from 2012-13 funding and their 2012-13 notional allocation being re-distributed to other eligible recipients.

WHAT CAN BE FUNDED

Eligibility Criteria

Grant expenditure must be on infrastructure asset creation, preservation or renewal projects.

Project proposals and grant expenditure must meet the following criteria:

Criterion 1. Projects must be identified in a Council approved FCWP

Local governments should review their 2010-11 FCWP, and update it for 2012-13 onwards, as necessary. Local governments should notify RDL in writing of changes as necessary.

Criterion 2. Local governments should be well advanced in their project planning

Where required by RDL, local governments should provide written evidence that:

- Initial planning work through feasibility studies, business plans and risk assessments has been undertaken;
- Realistic cost estimates for the project by appropriate independent professionals such as engineers, quantity surveyors and architects have been obtained;
- Obtaining all necessary approvals and licences are well advanced;
- Additional or alternative funding sources have been identified to address funding gaps; and
- Where projects are of a strategic nature and/or relate to core agency business, for example Sport and Recreation or Culture and the Arts, local governments have consulted with the relevant agencies.

Criterion 3. CLGF expenditure must be directly related to the delivery of capital works projects

Capital works is defined as building and engineering works that:

- **Create a fixed infrastructure asset, for example:**
 - Materials and labour associated with constructing a building, road or bridge;
 - Installing facilities and fixtures that form an integral part of those works, such as floor finishes, air conditioning and security systems;
 - Purchase of buildings; or
 - Earthworks, landscaping and headworks costs associated with an eligible CLGF project.
- **Renew or preserve a fixed infrastructure asset. This could include a major restoration or renovation project, such as:**
 - Repainting a building;
 - Rewiring a building; or
 - Replacement of a bridge, road, roof, ceiling, floor or air-conditioning system.

Notes to Criterion 3:

- **Assets owned or managed by third parties**

Individual country local governments may expend CLGF funds on assets which are not under the direct care or control of a local government where **all** of the following are demonstrated in writing through a formal agreement between the parties:

- There is a clear commitment from the owner for the asset to be accessible on a long term basis to the broader community;
- The local government maintains appropriate control over ensuring that the asset is used for the benefit of the community; and
- There is a plan for the long-term future maintenance of the asset. Long term is expected to be a minimum of five years.

- **Purchasing vacant land for the purposes of development**

The purchase of the land must clearly relate to the establishment of:

- a fixed community and local government infrastructure asset; or
- residential, commercial or industrial subdivision.

CLGF should not be used for the sole purpose of purchasing and selling land in its vacant state. Development of the land needs to commence within 2 years of signing the Financial Assistance Agreement (FAA).

Using CLGF funds to purchase vacant land may be considered where no other funds can be secured for this purpose.

Please direct enquiries to RDL who can provide advice on a case by case basis.

- **Related Costs**

Up to 15% of the total project cost can be allocated from CLGF towards project management fees and project documentation activities (such as architectural fees and the development of structural, mechanical and hydraulic engineering plans) on eligible CLGF projects.

For example, if the total project cost of a project identified in a FCWP was valued at \$1,000,000, a local government could spend up to a total of \$150,000 from CLGF on related costs to that project.

- **Local government staff wages**

The cost of limited but reasonable direct wages, where they are a component in the construction of an infrastructure asset, may be included under CLGF expenditure. Please refer to Section 9, Pages 40-41, of the *Local Government Accounting Manual (Edition 2)* for the relevant treatment of employee benefits in relation to CLGF.

WHAT CANNOT BE FUNDED

CLGF funds are **not** to be used for:

- projects not identified in the local government's FCWP;
- purchasing equipment (e.g. furniture, computers, vehicles or moveable plant);
- retiring debt;
- engaging consultants or staff outside or beyond the timeframe of an approved CLGF funded infrastructure project;
- general maintenance (such as the day-to-day servicing of an asset including small parts - please refer to Section 9, Page 10, of the *Local Government Accounting Manual (Edition 2)* for the relevant definition);
- feasibility studies, cost-benefit analysis, impact studies, marketing plans or research projects;
- the sole purpose of return on investment (e.g. interest); or
- retrospective funding, where projects have been completed or have commenced construction prior to receiving approval from RDL.

HOW TO APPLY

Local Governments are to review their FCWP. Local Governments are not required to submit FCWP but ensure that they are kept up to date.

Local Governments must submit to RDL:

- A. A FAA which outlines the conditions of funding and work schedule for the 2012-13 funds;
- B. Relevant supporting documentation for example letters of support, relating plans or strategies; and
- C. Notification in writing of any changes to the projects relating to CLGF activity in the FCWP.

Note: Where projects are of a strategic nature and/or relate to core agency business, for example Sport and Recreation or Culture and the Arts, local governments are to demonstrate that consultation has been undertaken with relevant agencies.

ASSESSMENT and PAYMENT PROCESS

The process for CLGF grant applicants will be:

1. Submission of draft FAA and where required, supporting documentation and a letter notifying RDL of changes to the FCWP.
2. RDL or its nominee will then assess the documentation against the CLGF guidelines.
3. Upon acceptance by both RDL and the local government, two copies of the FAA will need to be signed by the local government and forwarded to RDL.
4. The FAA will then be signed by a nominated representative of RDL and the grant payment will be processed.

RDL may contact applicants should further information be required. All information provided needs to be to the satisfaction of RDL.

Applicants need to be aware that RDL may consult with other agencies and relevant stakeholders in relation to proposed projects.

CONDITIONS AND OBLIGATIONS

The signed FAA between RDL and the CLGF recipient will detail the terms and conditions of funding. It is important to note the following:

Management and Expenditure of Funds

- Local governments will be expected to review their FCWP each year and identify their priorities for the 2012-13 year.
- If project priorities have changed the local governments will need to provide written notification to RDL of changes to projects relating to CLGF in the FCWP.
- 2012-13 CLGF funds must be held in a separate account or cost centre within the local government's financial system.
- The 2012-13 funds must be spent in accordance with the signed FAA.
- The preference is for the funds to be spent in the year in which they are paid. However, local governments may take up to two years from the signing of the FAA to acquit the funds to the satisfaction of RDL and as detailed in the FAA.

For example, if local governments can demonstrate, to the satisfaction of RDL, that reasonable progress is being made with the expenditure of the 2011-12 CLGF grant, payment of the 2012-13 allocation is likely to occur in the financial year in which it is due.

However, payment of 2012-13 CLGF funds will not be made until the 2010-11 CLGF allocation has been fully acquitted and reports accepted by RDL in accordance with the FAA.

Approval for Project Variations

- After signing the FAA if local governments wish to change projects, they will be required to seek RDL's approval, in writing, to reallocate CLGF funding to alternative projects.
- Project changes requested must adhere to these guidelines and be formally acknowledged through a variation of the FAA, signed by both parties.
- **Local governments are welcome to contact RDL to discuss all projects, or aspects of projects, that appear to fall outside the guidelines.**

Reporting, Acquittal and Audit Requirements

These requirements will be detailed in the FAA, including obligations to provide Progress Reports, Audits, the Final Acquittal and any other information.

Should recipients not adhere to the FAA, they may be excluded from future CLGF allocations.

Provisions for Councils Facing Exceptional Circumstances

Councils experiencing exceptional circumstances, such as the effects of flooding, drought, earthquake, bushfire or other natural disasters and emergency situations, are encouraged to contact RDL as soon as possible to discuss their options.

Amalgamating Local Governments

In line with the policy adopted by the Western Australia Local Government Grants Commission (LGGC), where two or more local government bodies are amalgamated into a single body, the CLGF grant provided to the new body following amalgamation will be the total of the amounts that would have been provided to the former bodies if they had remained separate entities. Although the LGGC policy has adopted a timeframe of five years, the CLGF policy will only be in effect until the end of 2012-13, after which CLGF funding is no longer provided to any individual local governments. However, some provision for newly amalgamated bodies is made in the Funding Guidelines for CLGF Regional Groups of Country Local Governments 2012-13, where such a body will be recognised as an eligible group if they have a CLGF project that meets those guidelines.

CLGF Expenditure on Roads and Impact on Commonwealth Financial Assistance Grants

Local governments need to be aware that in determining Commonwealth Financial Assistance Grants, the LGGC is likely to take into account CLGF expenditure on road asset preservation and renewal.

CLGF expenditure on bridges, buildings and infrastructure assets other than road asset preservation and renewal, may not affect financial assistance allocations.

Please ensure you contact the Department of Local Government by telephone on (08) 6552 1500 should you require information regarding the Commission's definition of road asset preservation and renewal.

Local Content

Local governments agree to endeavour to use local or regional products and services where possible for undertaking funded projects. The level of local content in projects will be required to be reported as part of the reporting process.

Acknowledgment of CLGF

Community awareness of the facilities funded by the CLGF will assist in the program's acceptance, success and longevity. It is therefore important that local governments acknowledge their Royalties for Region's CLGF allocation during all communication activities such as:

- Newsletter articles, advertising, speeches, presentations, or other literary works by displaying the Royalties for Regions logo and the State Government logo and acknowledging the funding assistance;
- Signage on project sites and plaques on completed projects; or
- Public announcements (media statements), official launches and/or openings. To ensure consistency of messages delivered across government agencies and departments, local governments should work with and seek RDL approval on all public announcements.

Advice on acknowledging your Royalties for Regions CLGF allocation can be obtained by contacting the RDL Regional Investment communications team on (08) 6552 4400.

The Royalties for Regions Style Guide and advice on purchasing signage can be downloaded from the RDL website at www.royaltiesforregions.wa.gov.au.

TAX INFORMATION

RDL is registered for GST and has been issued with Australian Business Number (ABN) 28 807 221 246. RDL regards financial assistance under the CLGF as payment for a supply. GST-registered financial assistance recipients will therefore be liable for GST in connection with the financial assistance.

For GST-registered financial assistance recipients, RDL will increase the financial assistance by the amount of GST payable. GST-registered financial assistance recipients, through signing the FAA, have agreed in writing to the issue of a Recipient Created Tax Invoice.

Payment will not be made until the recipient is registered as a supplier with West Australian State Government and an agreement to issue a Recipient Created Tax Invoice approved. The recipient acknowledges that the financial assistance provided is consideration for a supply to RDL and that the GST component will be included in the applicant's next Business Activity Statement lodged with the Australian Taxation Office.

For applicants not registered for GST, RDL will *not* include GST. Nor will it reimburse an unregistered financial assistance recipient for GST paid or payable to a third party.

FREEDOM OF INFORMATION ACT

Recipients are informed that RDL is subject to the *Western Australia Freedom of Information Act*, which provides a general, right of access to records held by State Government agencies and local government authorities.

Recipients should also be aware that information pertaining to the receipt of State Government financial assistance will be tabled in the Western Australian Parliament. This information could include the names

of local governments, the amount of the assistance, the name of the project/activity and, possibly, a brief description thereof. This could result in requests for more detail to be released publicly.

Should you require any further information in relation to this issue, please contact RDL's Freedom of Information Coordinator on (08) 6552 4400.

PAYMENT DETAILS

All payments are contingent upon receipt of required reporting and audit actions as outlined under **Conditions and Obligations** in these guidelines and detailed in the FAA.

Method of Payment

RDL is responsible for the administration of this Fund. Please be aware that RDL operates under a Whole of Government shared corporate services environment.

All CLGF funding assistance payments will be made via a Department created Recipient Created Tax Invoice (RCTI). An RCTI is a tax invoice issued by the recipient of the goods and/or services (RDL) rather than the supplier. Funding recipients will not be required to present an invoice to receive payment of grant funding.

On receipt of the required documentation, RDL will raise a requisition which will generate an RCTI. The RCTI will then be processed and payment issued to the funding recipient as per the recipients registered account details.

Where the recipient does not have an RCTI agreement in place, RDL will send the recipient a supplier creation form to be completed and returned to RDL. Once the recipient is registered with a RCTI account a requisition for the funding can be raised and payment made by electronic funds transfer.

Recipients should ensure that their organisations account details specified in the FAA are current and correct.

Please refer to RDL's website <http://www.royaltiesforregions.wa.gov.au> for any further information on this grant.

RDL CONTACT DETAILS

Please contact RDL should there be any further queries regarding these guidelines or the payment of this grant under the CLGF:

Telephone (08) 6552 4400 or Freecall 1800 735 784

Website: <http://www.royaltiesforregions.wa.gov.au>

Email: clgf@rdl.wa.gov.au.

Post: PO Box 1143 West Perth WA 6872



REVISE – WA

Retired Educator Volunteers For Isolated Students Education
In conjunction with Isolated Children's Parents' Association Inc. WA (ICPA WA)



Website: www.revisewa.com.au **Ph:** 08-9486-2100 **Fax:** 08-9361-3544 **Email:** revisewa@bigpond.com

Postal address: PO Box 6291, EAST PERTH, WA 6892 **ABN** 6317 9353 424

Street address: c/o WA Farmers' Federation, 28 Thorogood St, Burswood, WA 6100

Bank account: BSB 016 267 A/c 904 086 601 **Name:** REVISE WA

23rd July, 2012

Ms Sharon Daishe

CEO

Shire of Yalgoo

Yalgoo

WA 6635

Cr Terry Iturbide

President

Dear Ms Daishe and Cr Iturbide

On behalf of REVISE-WA, I am writing to you and other CEO's from rural shires that we service, seeking financial help - possibly \$200 - to enable us to continue offering help and respite to outback mothers who are educating their children through schools of the air (SOTA) or distance education (SIDE).

REVISE-WA is a not-for-profit organisation, whose "elderly" members and spouses freely offer their time (4 to 6 weeks) and expertise once or twice a year. In the last 20 years our volunteer retired teachers have travelled to stations and road houses all over remote WA, teaching hundreds of children and offering ideas, advice and reassurance to the home tutors. The volunteers live in Perth, as well as rural WA and travel vast distances to help, sometimes in excess of 2,000 kilometres. REVISE-WA gives them a travel allowance of 35c per kilometre and a contribution of \$80 per night (up to 4 nights) to cover some of the accommodation costs on the road to placements. When they travel by air or bus, their fare is paid by us.

We are fortunate to receive support and/or sponsorship from the WA Farmers' Federation, the WA Education Department, SOTA, CWA and ICPA, as well as voluntary contributions from host families. Last month we received a generous donation from the Connellan Airways Trust, which we are to spend as they specified. However, we are still not in a position to always recoup the full cost of each visit, so sometimes the tutors are out of pocket. While the cost of travel has steadily increased, the number of family donations has decreased - in 2011 our travel costs were \$16,115 and the voluntary contributions were \$6,416.



REVISE – WA

Retired Educator Volunteers For Isolated Students Education
In conjunction with Isolated Children's Parents' Association Inc. WA (ICPA WA)



There has also been a change in the dynamics on many of the properties, with some families no longer able to offer the volunteers either food or accommodation. Unfortunately the cost of sending volunteers to these families, as well as providing them with food and accommodation is prohibitive, and we have regretfully declined their applications.

We appreciate that local governments are often called upon for donations and free services. However, REVISE is hopeful that you and your councillors will recognise that we offer a valued and ongoing service in your district and will therefore agree to this one-off request. If we are fortunate enough to receive financial assistance from the Yalgoo Council, we will ensure that all the host families in your area are informed of it and your donation will be acknowledged on our website.

I look forward to your assistance and would appreciate an acknowledgement of this letter, whatever your decision. Please don't hesitate to contact me for further information.

*Yours sincerely,
Lyn Beaton
Secretary
REVISE-WA*

*6 Nyaania Court
Glen Forrest
WA 6071*

*Phone: 08 9298 9116
Email: bearolyn@iinet.net.au
Website: www.revise-wa.com.au*



**National
Native Title
Tribunal**



1 August 2012

**Chief Executive Officer
Shire of Yalgoo
37 Gibbons Street
Yalgoo, WA 6635**

Date received 06/08/2012

Council Meeting	File Ref:
	ADM 02.2
CLOSED	SIDE
PUBLIC	INFO
11.1. Works	11.3. Finance
11.2. Dev	11.4. Admin
<input type="radio"/> COPY TO or <input type="radio"/> CIRCULATE:	
CEO	EA/PA
DCEO	
Proj Exec	President
EHO	Councillors

Perth Office

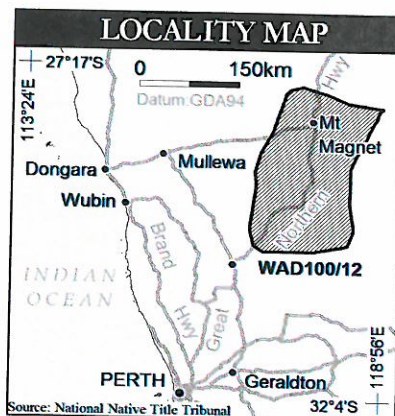
Commonwealth Law Courts
Building
Level 5, 1 Victoria Avenue
Perth WA 6000
GPO Box 9973
Perth WA 6848
Telephone (08) 9425 1000
Facsimile (08) 9425 1193

Reference: WC12/5

Dear Sir/Madam

Claimant Application – Badimia #2 Federal Court Application No – WAD100/2012

Pursuant to section 66(3)(a) of the *Native Title Act 1993* (Cwlth), I am writing to advise that the above claimant application was made to the Federal Court in relation to the area described below.



Description: The application covers about 36,130 square kilometres and is located approximately 250 kilometres northeast of Perth as shown on the locality map.

The application falls within the Local Government Authorities of the Shire of Cue, Dalwallinu, Menzies, Mount Magnet, Mount Marshall, Perenjori, Sandstone, Yalgoo and Yilgarn.

The Registrar has not accepted this claim for registration. Although the claim has not been registered, the Federal Court may still refer the application for mediation and/or make a determination in relation to it.

The notification day for this application is 22 August 2012.

As there can be only one determination of native title for an area, if a person does not become a party in relation to the application, there may be no other opportunity for the Federal Court, in making its determination, to take into account the person's native rights and interests in relation to the area concerned.

If a person wants to become a party to this application they must notify the Federal Court, in writing, within three months starting on the notification day. If a person does not make an application to become a party **on or before 21 November 2012** they will have to seek the leave of the Federal Court under s. 84(5) of the Act to become a party.

If you wish to become a party to this matter, you must write to the District Registrar of the Federal Court, GPO Box A30, Perth, WA, 6837 on or before 21 November 2012.

You can use the enclosed form (*Federal Court Form 5*) to do this. I am also sending you the Federal Court guide to completing the form.

Yours sincerely



Stacey Scott
Case Manager

Tel: (08) 9425 1113

Fax: (085) 9425 1193

Freecall: 1800 640 501

Email: stacey.scott@nntt.gov.au

Enclosed Application Summary (and attachments)
 Form 5 and Guide



NATIONAL NATIVE TITLE TRIBUNAL

Claimant Application Summary

Application numbers	Federal Court number: WAD100/12 NNTT number: WC12/5
Application name	Ollie George & Ors (Badimia #2)
Name of body where application filed	Federal Court of Australia
Date application filed	13/04/2012
Current stage(s)	Pre Notification
Registration information	<p><i>Please refer to the Register of Native Title Claims/National Native Title Register (as appropriate) for registered details of this application.</i></p> <p>Registration test status: Not Accepted for registration</p>
Applicants	Ollie George, Gloria Fogarty, Olive Gibson, Irene Harris, Hazel Little, Des Thompson, Frank Walsh (Jnr), Frank Walsh (Snr), Des Little, John Ashwin, Nancy Wallam
Address for service	Michael John Meegan Yamatji Marlpa Aboriginal Corporation Level 2, 16 St Georges Terrace PERTH WA 6000 Phone: (08) 9268 7000 Fax: (08) 9225 4633
Persons claiming to hold native title	<p>The claim is brought on behalf of those Aboriginal people biologically descended from the following deceased ancestors:</p> <p>Timothy Benjamin and Mary Assil; Frances (aka Mary) Bynder and John Bynder; Albert Nebrong and Dinah; Galena (aka Lena); Yilayajambin and Bilygwi; Ninghan Freddie; Ningham Billy; Polly Little; Lisa Martin; Topsy; Eva Renie (or Rene); Old Julia; and Lizzy (aka Joonby).</p>
Native title rights and interests claimed	<p>The native title rights and interests claimed are the rights to the possession, occupation, use and enjoyment as against the whole world (subject to any native title rights and interests which may be shared with any others who establish that they are native holders) of the area, and in particular comprise:</p> <ul style="list-style-type: none"> (a) rights to possess, occupy, use and enjoy the area; (b) the right to make decisions about the use and enjoyment of the area; (c) the right of access to the area; (d) the right to control the access of others to the area; (e) the right to use and enjoy resources of the area; (f) the right to control the use and enjoyment of others of resources of the area; (g) the right to trade in resources of the area;

- (h) the right to receive a portion of any resources taken by others from the area;
- (i) the right to maintain and protect places of importance under traditional laws, customs and practices in the area; and
- (j) the right to maintain, protect and prevent the misuse of cultural knowledge of the common law holders associated with the area.

Subject to:

- (i) To the extent that any minerals, petroleum gas within the area of the claim are wholly owned by the Crown in the right of the Commonwealth or the State of Western Australia, they are not claimed by the applicants.
- (ii) The claim area does not include any offshore place.
- (iii) The applicants do not make a claim to native title rights and interests which confer possession, occupation, use and enjoyment to the exclusion of all others in respect of any areas in relation to which a previous non-exclusive possession act, as defined in section 23F of the NTA was done in relation to an area, and, either the act was an act attributable to the Commonwealth, or the act was attributable to the State of Western Australia and a law of that State has made provision as mentioned in section 231 in relation to the act;
- (iv) Paragraph (iii) above is subject to such of the provisions of section 47, 47A and 47B of the Act as apply to any part of the area contained within this application, particulars of which will be provided prior to the hearing.
- (v) The said native title rights and interests are not claimed to the exclusion of any other rights or interests validly created by or pursuant to the common law, a law of the State or a law of the Commonwealth.

Area

Jurisdiction: Western Australia

Location: Centers on Mt Magnet

Local government region(s): Shire of Cue, Shire of Dalwallinu, Shire of Menzies, Shire of Mount Magnet, Shire of Mount Marshall, Shire of Perenjori, Shire of Sandstone, Shire of Yalgoo, Shire of Yilgarn

Representative A/TSI body(s): Goldfields Land and Sea Council Aboriginal Corp, Yamatji Marlpa Aboriginal Corporation, South West Aboriginal Land and Sea Council

Approximate size: 36,129 sq kms (approx)

(Note: There may be areas within the external boundary of the application that are not claimed.)

Land/water and/or sea: Land/Water

Area covered by the claim (as detailed in the application):

The external boundaries of the claim are set out in the maps attached (Attachments "C", "C1", "C2", "C3", "C4", "C5" and "C6") and are described in Attachment "B".

Internal Boundaries:

1) The applicants exclude from the claim any areas covered by valid acts on or before 23 December 1996 comprising such of the following as are included as extinguishing acts within the Native Title Act 1993, as amended, or Titles Validation Act 1994, as amended, at the time of the Registrar's consideration:

(a) Category A past acts, as defined in NTA s228 and s229;

(b) Category A intermediate period acts as defined in NTA s232A and s232B;

2) The applicants exclude from the claim any areas in relation to which a previous exclusive possession act, as defined in section 23B of the NTA was done in relation to an area, and either the act was an act attributable to the Commonwealth, or the act was attributable to the State of Western Australia and a law of that State has made provision as mentioned in section 23E in relation to the act.

3) The applicants exclude from the claim areas in relation to which native title rights and interest have otherwise been extinguished, including areas subject to:

(a) an act authorised by legislation which demonstrates the exercise of permanent adverse dominion in relation to native title; or

(b) actual use made by the holder of a tenure other than native title which is permanently inconsistent with the continued existence of native title.

To avoid any uncertainty, the applicants exclude from the claim area any of the areas contained within the following descriptions or tenures which have been validly granted, set out in Schedule B1.

Schedule B1

B1.1 Any former or current unqualified grant of an estate in fee simple and all other freehold land.

B1.2 A lease which is currently in force, in respect of an area not exceeding 5,000 square metres, upon which a dwelling house, residence, building or work is constructed, and which comprises:

- (1) a Lease of a Worker's Dwelling under the Workers' Home Act 1911 - 1928;
- (2) a 999 Year Lease under the Land Act 1898;
- (3) a Lease of a Town Lot or Suburban Lot pursuant to the Land Act 1933 (WA), s117; or
- (4) a Special Lease under s117 of the Land Act 1933 (WA).

B1.3. A Conditional Purchase Lease currently in force in the Agricultural Areas of the South West Division under clauses 46 and 47 of the Land Regulations 1887 which includes a condition that the lessee reside on the area of the lease and upon which a residence has been constructed.

B1.4 A Conditional Purchase Lease of cultivable land currently in force under Part V, Division (1) of the Land Act 1933 (WA) in respect of which habitual residence by the lessee is a statutory condition in accordance with the Division and upon which a residence has been constructed.

B1.5 A Perpetual Lease currently in force under the War Service Land Settlement Scheme Act 1954.

B1.6 A Permanent public work and "the land or waters on which a public work is constructed, established or situated" within the meaning given to the phrase by the Native Title Act 1993 (Cth) s251D.

B1.7 An existing public road or street used by the public, or dedicated road.

(5) Paragraphs (1) and (3) above are subject to such of the provisions of sections 47, 47A and 47B of the Act as apply to any part of the area contained within this application, particulars of which will be provided prior to the hearing but which exclude such areas as may be listed in Schedule L.

Schedule L

The applicants do not have details of:

- 1. any area for which a pastoral lease is held by or on behalf of the members of the native title claim group; and
- 2. any area leased, held or reserved for the benefit of Aboriginal peoples or Torres Strait Islanders and occupied by or on behalf of the members of the native title claim group; and
- 3. any vacant crown land occupied by the members of the native title claim group; and
- 4. any area mentioned in paragraph (a), (b) or (c) over which the extinguishment of native title is required by ss47, 47A or 47B of the Act to be disregarded.

Attachments	<ol style="list-style-type: none"> 1. External Boundary Description, Attachment B of the Application, 2 pages - A4, Attached 13/04/2012. 2. Map of Claim Area, Attachment C of the Application, 1 page - A3, Attached 13/04/2012. 3. Locality Map - Austin Townsite, Attachment C1 of the Application, 1 page - A3, Attached 13/04/2012. 4. Locality Map - Lennonville Townsite, Attachment C2 of the Application, 1 page - A3, Attached 13/04/2012. 5. Locality Map - Mt Magnet, Attachment C3 of the Application, 1 page - A3, Attached 13/04/2012. 6. Locality Map - Boogardie Townsite, Attachment C4 of the Application, 1 page - A3, Attached 13/04/2012. 7. Locality Map - Paynesville Townsite, Attachment C5 of the Application, 1 page - A3, Attached 13/04/2012. 8. Locality Map - Yoweragabbie Townsite, Attachment C6 of the Application, 1 page - A3, Attached 13/04/2012. 														
NNTT contact details	<table> <tr> <td>Case manager:</td><td>Stacey Scott</td></tr> <tr> <td>Address:</td><td>National Native Title Tribunal Level 5, Cwlth Law Courts Building 1 Victoria Avenue PERTH WA 6000</td></tr> <tr> <td></td><td>GPO Box 9973 PERTH WA 6848</td></tr> <tr> <td>Phone:</td><td>(08) 9425 1000</td></tr> <tr> <td></td><td>Freecall 1800 640 501</td></tr> <tr> <td>Fax:</td><td>(08) 9425 1193</td></tr> <tr> <td>Web page:</td><td>www.nntt.gov.au</td></tr> </table>	Case manager:	Stacey Scott	Address:	National Native Title Tribunal Level 5, Cwlth Law Courts Building 1 Victoria Avenue PERTH WA 6000		GPO Box 9973 PERTH WA 6848	Phone:	(08) 9425 1000		Freecall 1800 640 501	Fax:	(08) 9425 1193	Web page:	www.nntt.gov.au
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Fax:	(08) 9425 1193														
Web page:	www.nntt.gov.au														

External Boundary Description
Attachment B of the Application
2 pages - A4, Attached 13/04/2012.

**BADIMIA
NATIVE TITLE CLAIM
WAG6123/98 (WC96/98)
EXTERNAL BOUNDARY DESCRIPTION**

Commencing at Latitude 27.580530 South, Longitude 117.684260 East and extending generally southeasterly, generally southerly, generally westerly and generally northerly through the following co-ordinate positions back to the start.

LATITUDE SOUTH	LONGITUDE EAST
27.681570	118.049100
27.807620	118.391880
27.823180	118.501510
27.880220	118.939930
27.884030	118.937990
27.887900	118.936690
27.890430	118.934380
27.891620	118.933130
27.891360	118.931270
27.890520	118.928760
27.891860	118.926730
27.893520	118.926380
27.895440	118.924670
27.895900	118.921620
27.896210	118.919360
27.895820	118.916400
27.896750	118.913930
27.897950	118.909710
27.898840	118.904520
27.999980	118.854690
28.008460	118.850870
28.008390	118.858050
28.062580	118.828890
28.079920	118.808280
28.085030	118.805350
28.157300	118.764310
28.160120	118.765690
28.162440	118.763640
28.227790	118.727260
28.335230	118.681400
28.345570	118.668640
28.474090	118.606770
28.503400	118.584460
28.512160	118.574090
28.520690	118.566720
28.524360	118.559890
28.544730	118.545270
28.627180	118.500180
28.628880	118.500440
28.734150	118.446270



COPY

External Boundary Description
Attachment B of the Application
2 pages - A4, Attached 13/04/2012.

WAD100/12 (WC12/5)
External Boundary Description
Attachment B of the Application
Page 2 of 2, A4, 13/04/2012

LATITUDE SOUTH	LONGITUDE EAST
29.000530	118.448210
29.079430	118.447860
29.106180	118.435300
29.280850	118.435220
29.606350	118.500270
29.612453	118.501614
29.624740	118.504320
29.628220	118.500560
29.629070	118.499000
29.845830	118.411250
29.938150	117.875340
29.938860	117.652910
29.936980	117.095470
29.884280	117.001340
29.849140	116.937950
29.610910	116.876140
28.998790	116.968500
28.967520	116.971060
28.798270	116.950670
28.623680	117.001540
28.525500	117.035290
28.220130	117.224990
27.998540	117.307060
27.702100	117.416170
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27.580530	117.684260

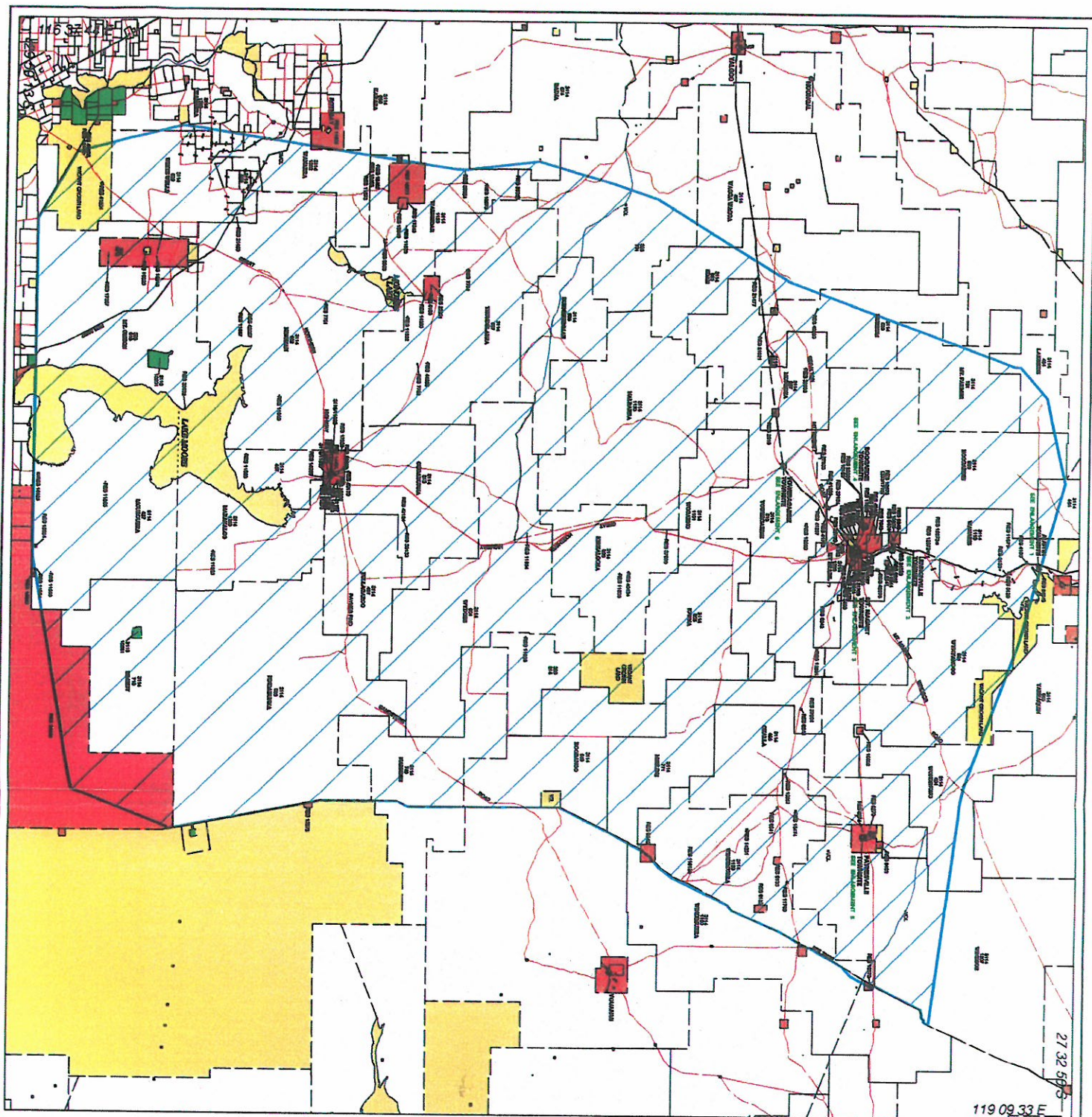
Note: Geographic Co-ordinates provided in Decimal Degrees

Datum: Australian Geodetic Datum (1984)

H:\NNT\WC96\WC96_098\WC96_098_TD.doc



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BADIMIA

NATIVE TITLE CLAIM

WC96/98

LODGED (4/10/98)

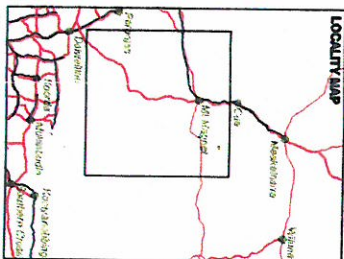
EXCLUDES PRIVATE FREEHOLD LAND

CURRENT LAND TENURE

(AS AT 18/11/96)

LEGEND

- PASTORAL LEASE
- SPECIAL LEASE
- RESERVE
- FREEHOLD
- VACANT CROWN LAND
- CLAIM AREA



WALIS

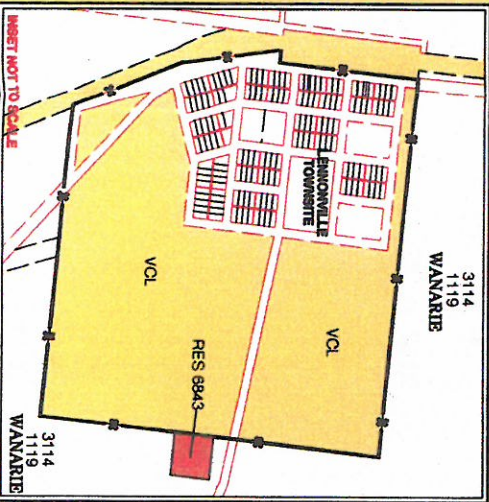
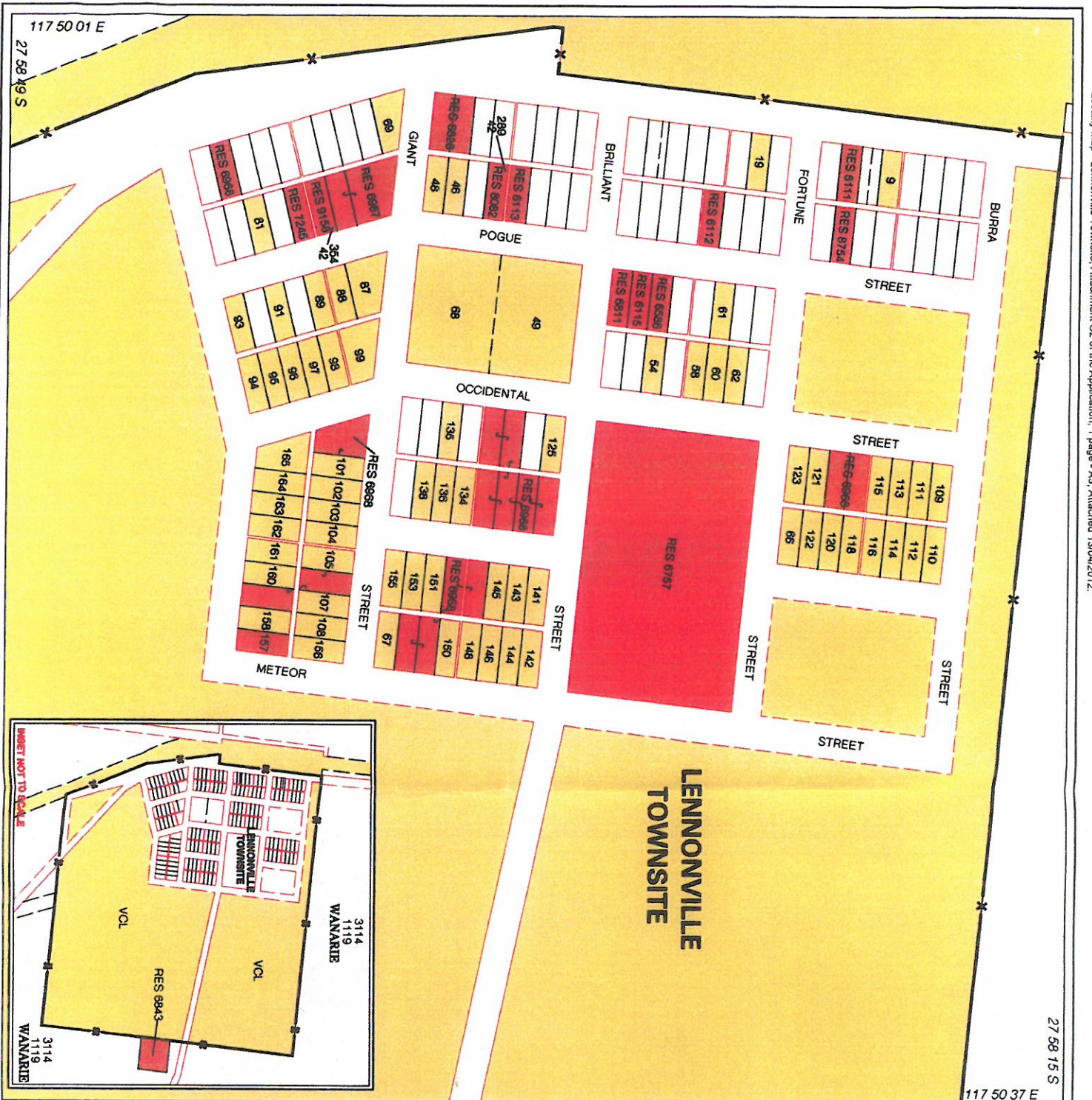
LAND CLAIMS MAPPING UNIT

FEDERAL COURT OF AUSTRALIA

WALIS

WALIS

WC96_98.g31 prepared by Land Claims Mapping Unit, WALIS



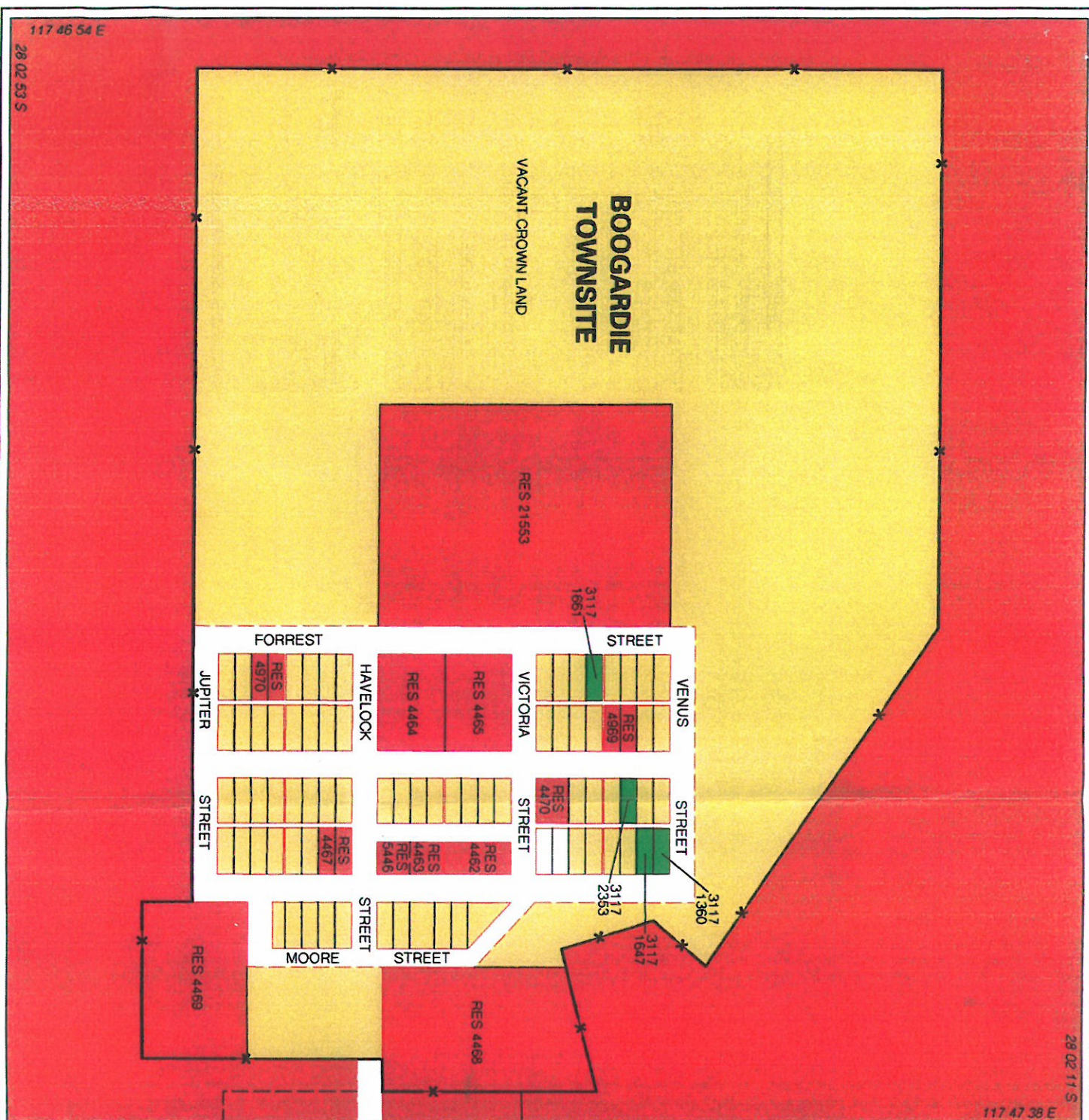
CLAIM AREA COVERS ALL OF PLAN

- LEGEND**
- PASTORAL LEASE
 - SPECIAL LEASE
 - RESERVE
 - FREEHOLD
 - VACANT CROWN LAND

BADIMIA
NATIVE TITLE CLAIM
WC98/98
ENLARGEMENT 2
 EXCLUDES PRIVATE FREEHOLD LAND
CURRENT LAND TENURE
 (AS AT 12/12/96)



96_98E3.A31 prepared by Land Claims Mapping Unit, WALIS



BADIMIA

NATIVE TITLE CLAIM

WC96/98

ENLARGEMENT 4

EXCLUDES PRIVATE FREEHOLD LAND

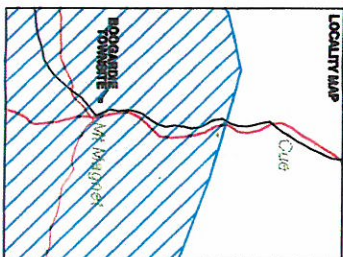
CURRENT LAND TENURE

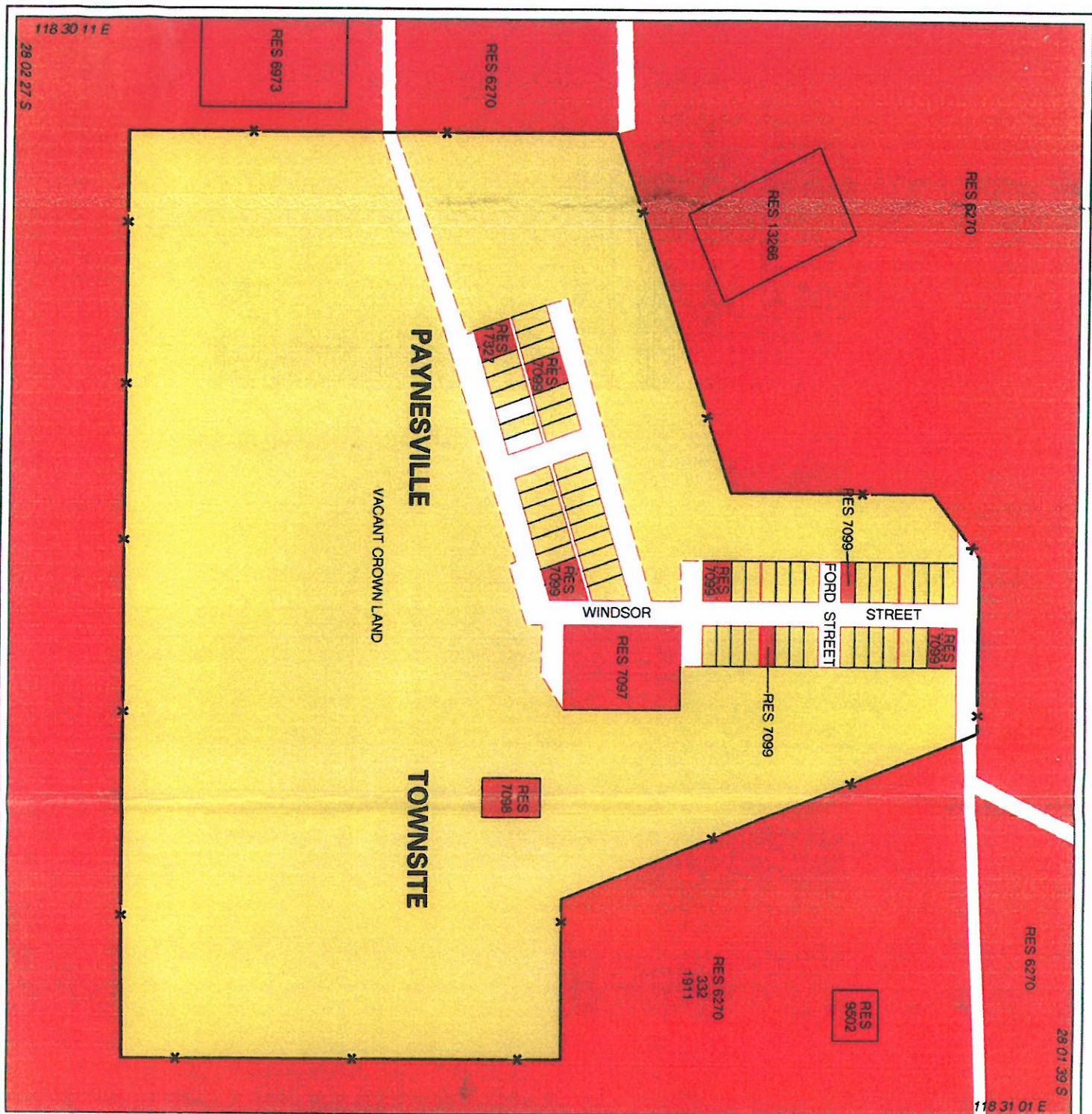
(AS AT 16/12/96)

LEGEND

- PASTORAL LEASE
- SPECIAL LEASE
- RESERVE
- FREEHOLD
- VACANT CROWN LAND

CLAIM AREA COVERS ALL OF PLAN





BADIMIA NATIVE TITLE CLAIM

WC98/98

ENLARGEMENT 5
EXCLUDES PRIVATE FREEHOLD LAND

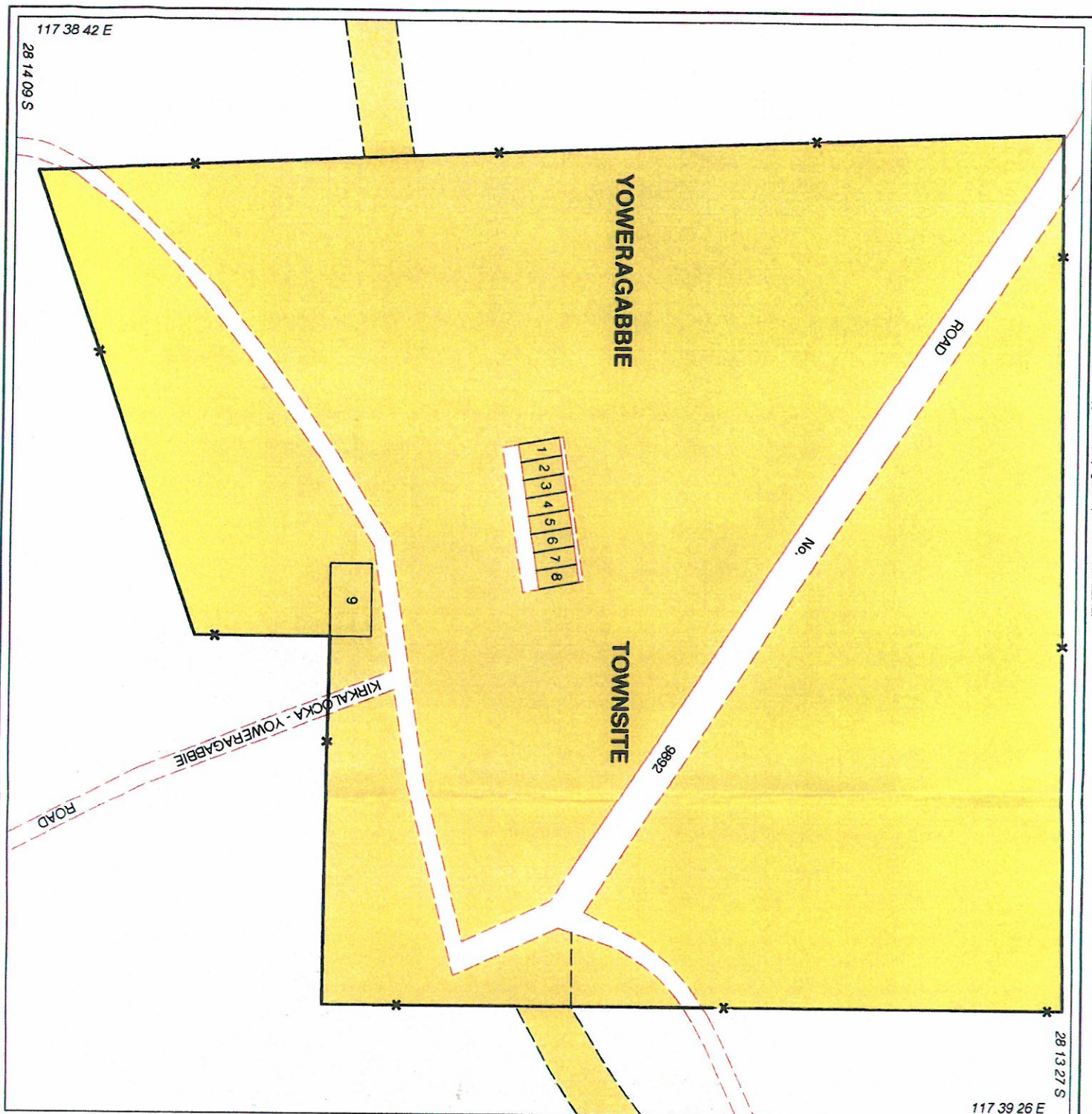
CURRENT LAND TENURE
(AS AT 16/12/96)

LEGEND

- PASTORAL LEASE
- SPECIAL LEASE
- RESERVE
- FREEHOLD
- VACANT CROWN LAND

CLAIM AREA COVERS ALL OF PLAN





BADIMIA

NATIVE TITLE CLAIM

WC96/98

ENLARGEMENT 6

EXCLUDES PRIVATE FREEHOLD LAND

CURRENT LAND TENURE
(AS AT 20/12/96)

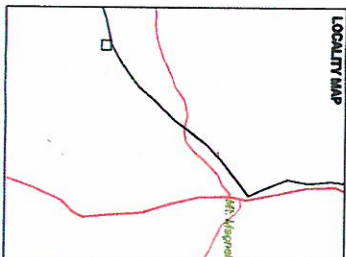
LEGEND

- PASTORAL LEASE
- SPECIAL LEASE
- RESERVE
- ABORIGINAL RESERVE
- VACANT CROWN LAND

CLAIM AREA COVERS ALL OF PLAN



LOCALITY MAP



LAND CLAIMS MAPPING UNIT

WALIS

Insert the name of your legal representative (if you are legally represented).

6. Name of legal representative (if any):

If you are not legally represented, insert the name of a person on whom documents can be served and to whom correspondence can be sent.

7. Name of contact person (if not legally represented):

Insert the full address of your legal representative (if any) or the contact person you have nominated in 7 above. Please note that this address must be a street address, not a post office box number.

8. Address for service of legal representative or contact person:

Address/DX:

Telephone:

Facsimile:

Mobile:

E-mail:

Insert the signature of:

- (a) *The legal representative (if any),*
or
- (b) *Each person lodging the notice (eg members of a family group),*
or
- (c) *Two directors of a company or a director and the company secretary (or one director, if a sole proprietor company). Note that a common seal may also be affixed.*
or
- (d) *An authorised officer of an organisation (eg CEO of a local authority).*

9. Signature/Execution:

Insert the full name of each signatory in 9 above. Please use capital letters.

10. Print Name(s) :

11. Date:

Insert the name of your legal representative (if you are legally represented).

6. Name of legal representative (if any):

If you are not legally represented, insert the name of a person on whom documents can be served and to whom correspondence can be sent.

7. Name of contact person (if not legally represented):

Insert the full address of your legal representative (if any) or the contact person you have nominated in 7 above. Please note that this address must be a street address, not a post office box number.

8. Address for service of legal representative or contact person:

Address/DX:

Telephone:

Facsimile:

Mobile:

E-mail:

Insert the signature of:

- (a) *The legal representative (if any),*
or
- (b) *Each person lodging the notice (eg members of a family group),*
or
- (c) *Two directors of a company or a director and the company secretary (or one director, if a sole proprietor company). Note that a common seal may also be affixed.*
or
- (d) *An authorised officer of an organisation (eg CEO of a local authority).*

9. Signature/Execution:

Insert the full name of each signatory in 9 above. Please use capital letters.

10. Print Name(s) :

11. Date:

Guide to Form 5

Please read this guide and the form carefully. As the person or organisation giving notice of intention to become a party to a native title determination, you are responsible for making sure all your paperwork is in order before the court hearing. Although the Court's Registry staff can help you complete the form and give you information about procedure, they cannot give you legal advice and they are not responsible for the accuracy of your documents.

How do you apply?

The Form 5 should be completed in duplicate and filed in the Federal Court within the period specified in the notification letter or advertisement from the National Native Title Tribunal. The Form 5 must be received by the Court no later than 4.00 pm on the last day of that notification period.

The Court will keep the original Form 5 and return the copy with the Court stamp affixed.

Where do you file the Form 5?

The Form 5 may be filed in person at a Federal Court Registry, by post, or by facsimile.

How do you fill in the Form 5?

The Form 5 is to be completed by printing clearly in pen or by typing.

A separate Form 5 should be completed by each person or the organisation wanting to become a party. However, members of a family may use the one form where they are asserting that each family member holds a similar interest that may be affected by a Native Title Determination Application and have the same service address. Each family member must sign the form.

Please refer to the margin notes on the Form 5 to assist in filling out the form.

Should you require assistance about whether you have an interest that may be affected by a Native Title Determination Application you should obtain your own advice.

What happens next?

The Federal Court determines all applications to become a party. You will be notified whether you are required to attend Court or provide any further written reasons to support your application. The Court will notify all persons/organisations of the outcome of their application.

Change of address

Please note, you must inform the Court in writing of any change in your address for service or contact details within 14 days of the change.

MINERALS AND METALS GROUP
GOLDEN GROVE
PMB 7 GERALDTON
WA 6531 AUSTRALIA
TELEPHONE 618 9956 4222
WWW.MMG.COM



7 July 2012

Sharon Daishe
Chief Executive Officer
Shire of Yalgoo
PO Box 40
Yalgoo WA 6635

Dear Sharon,

Recently MMG Golden Grove have identified a number of mine shafts, wells or land disturbances that pose a safety risk to the general public and local community. MMG Golden Grove is in the process of putting in place controls to address the existing safety risks over which it has land tenure.

Through this process MMG Golden Grove have identified two old well shafts from historical pastoral activity that are located on Muralgarra pastoral lease and within close proximity of the Yalgoo Ninghan road.

Their respective site description and locations are;

Old well, located at 490598, 6833480, approximately 40 metres to the eastern side of the Yalgoo Ninghan road, 2 to 3 kilometres south of the Muralgarra Station turnoff. It is currently open and deep.

Old well, located at 494312, 6826179, approximately 10 metres to the eastern side of the Yalgoo Ninghan road. It is in the Messengers Patch area and is currently open and deep.

MMG Golden Grove intends to fence both of these well shafts with a two metre high chainmesh fence to address the current continuing safety risk to the general public and local community. Prior to undertaking this MMG Golden Grove would like to ascertain if the Shire of Yalgoo has any objection to this fencing proceeding.

We look forward to receiving your response and please don't hesitate to contact me should you wish to discuss the matter further.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Scott Young', written over a horizontal line.

Scott Young

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