

PERMIT

Private Works in Public Thoroughfares

Local Government (Uniform Local Provisions) Regulations 1996

Activities on Thoroughfares and Trading In Thoroughfares and Public Places Local Law

To: South32 Worsley Alumina Pty Ltd (ABN 58 008 905 155) a company with its registered office at Gastaldo Road, Allanson, WA 6225 (**Worsley**), as agent for and on behalf of the Joint Venture Participants (**the Permit Holder**).

Joint Venture Participants means the joint venture participants from time to time in the Worsley Joint Venture.

Worsley Joint Venture means the Worsley unincorporated joint venture established under agreement.

Date of Application: N/A

Date of Council Decision: Thursday 25th May 2023

Approved Works: Access to closed thoroughfares; Clearing vegetation within thoroughfares; Removal of existing road infrastructure; Excavation of land within and adjoining thoroughfares; Fencing and the installation of barriers across thoroughfares; and carrying out other Private Works ancillary to and necessary for the conduct of South32 Worsley Alumina Pty Ltd's mining operations in the Marradong locality.

Permission is hereby GRANTED to the Permit Holder, pursuant to regulations 11(5) and 17(4) of the *Local Government (Uniform Local Provisions) Regulations 1996*, and clauses 2.2, 2.4, 4.11 and Part 6 of the Shire of Boddington *Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law* to carry out the Approved Works described above, SUBJECT TO THE FOLLOWING CONDITIONS –

CONDITIONS

Extent of Permit

- The Approved Works shall be confined to those portions of Ashcroft Road, Morts Road, Rogers Bend, Stagbouer Trail, and Siding Road depicted on the attached approved plan, which forms part of this Permit.

Duration of Permit

- The Approved Works are permitted to occur for the following durations:

Thoroughfare	Start Date	End Date
Ashcroft Road	The date of this approval	30 April 2038
Morts Road	The date of this approval	31 December 2025
Rogers Bend	1 July 2023	31 December 2028

Thoroughfare	Start Date	End Date
Stagbouer Trail	1 December 2023	31 December 2038
Siding Road	1 December 2023	31 December 2038

Reinstatement and Make Good

3. Upon completion of the Approved Works, the Permit Holder shall, at its expense, make good those thoroughfares described in Condition 1 by no later than the calendar day immediately following each respective End Date described in Condition 2 by –
 - a) Removing its equipment, materials, installations, barriers, rubbish, or debris from the thoroughfares; and
 - b) Recontouring, reconstructing and reinstating the thoroughfares in compliance with plans approved by the Shire of Boddington pursuant to Condition 4.

Approval of Reinstatement Plans

4. The Permit Holder shall, not less than 12 months before the End Date described in Condition 2 for each respective thoroughfare, provide detailed designs and plans to the Shire of Boddington for approval, in compliance with Annexure 1 (which forms part of this Permit) for each thoroughfare (or part thereof) to be reinstated.

Practical Completion and Inspection

5. The Permit Holder shall give written notice of Practical Completion to the Shire of Boddington once it considers that it has completed the reinstatement and make good works required by Condition 3. On receipt of such notice the Shire will as soon as reasonably practicable, notify the Permit Holder in writing that –
 - a) It has complied with its obligation to reinstate and make good the thoroughfare(s) or parts thereof affected by the Approved Works, and Practical Completion has therefore been achieved; or
 - b) It has not complied with its obligation to reinstate and make good the thoroughfare(s) or parts thereof affected by the Approved Works, and Practical Completion has therefore not been achieved, giving reasons in writing for its decision.
6. If in accordance with Condition 5 b), the Shire notifies the Permit Holder that Practical Completion has not been achieved, then –
 - a) The Permit Holder shall carry out or cause to be carried out such additional work as is reasonably required for the Permit Holder to fulfil its reinstatement and make good obligations, within a period notified by the Shire; and
 - b) Upon completion of such additional work the provisions of Condition 5 shall apply, for the Permit Holder to give notice of Practical Completion and for the Shire to notify the Permit Holder in writing whether it has satisfied its reinstatement and make good obligations under Condition 3.

Defects Liability Period

7. The Permit Holder shall, for each respective thoroughfare affected by the Approved Works, repair –
 - a) the structural integrity of the thoroughfare resulting from erosion and scouring caused by rainfall events; and

- b) defects in its reinstatement and make good works resulting solely from its faulty workmanship or defective materials,

for a period of 24 months from the date of the Shire's grant of Practical Completion in accordance with Condition 5 a) for that thoroughfare.

Liability for Delay

- 8. If reinstatement and make good works of any thoroughfare subject of this Permit is expected by the Permit Holder to be delayed beyond the date prescribed by Condition 3, then the Permit Holder shall, not less than nine (9) months before the End Date corresponding to that thoroughfare in Condition 2, apply in writing to the Shire for a variation to the End Date(s) and include in such application:
 - a) The reasons for the delay and the extent to which those delays were foreseeable, attributable to and avoidable by the Permit Holder;
 - b) The reinstatement and make good works which have been carried out to date;
 - c) The reinstatement and make good works that are yet to be completed and a program with timeframe for undertaking those works to fulfil its reinstatement and make good obligations under Condition 3.
- 9. Upon receipt of an application to vary the End Date under Condition 8, the Shire will as soon as reasonably practicable notify the Permit Holder in writing that a variation to the End Date(s) specified in Condition 2 of this Permit is –
 - a) Approved, pursuant to clause 6.5 of the Shire of Boddington *Activities on Thoroughfares and Trading In Thoroughfares and Public Places Local Law*, in which case the Permit Holder shall comply with the varied Permit; or
 - b) Not approved, in which case the Permit Holder shall comply with this Permit as granted.
- 10. Unless otherwise approved by the Shire of Boddington in accordance with Condition 9, if the reinstatement and make good requirements of Condition 3 for Morts Road only are not fulfilled by the calendar day immediately following the End Date stated in Condition 2 for that road (as may be varied by the Shire from time to time), then the Permit Holder shall be liable to the Shire of Boddington for liquidated damages at the rate of \$350.00 per day for every day after the End Date (as may be amended by the Shire from time to time) that the Permit Holder does not comply with its reinstatement and make good obligations for Morts Road. The Permit Holder's liability to pay liquidated damages under this Condition 10 shall not extend beyond 31 December 2029 or exceed an aggregate cap of \$511,350.

Thoroughfare Maintenance

- 11. The Permit Holder will maintain sections of the thoroughfares subject of this Permit (Ashcroft Road, Stagbouer Trail, Morts Road or Siding Road) not disturbed by mining activities, where those sections of road will not be accessible to the Shire due to the Permit Holder's conduct of the Approved Works.

Financial Guarantee

- 12. The Permit Holder shall provide to the Shire a Corporate Guarantee or Bank Guarantee in the sum of \$120,000 (**Guarantee**) to secure compliance with the Permit Holder's reinstatement and make good obligations under this Permit, as well as any other damage to property or adjoining land resulting from or associated with the Approved Works. The Shire may call upon the Guarantee and use or retain any amount it considers necessary for:
 - a) the cost of repairs required to be undertaken by the Shire if any damage is not made good by the Permit Holder, and

b) any liabilities, indemnity or penalties arising from this Permit.

13. The Guarantee must be provided as follows:

a) The first Guarantee in the sum of \$60,000 to be provided by 31 July 2023; and

b) The second guarantee in the sum of \$60,000 to be provided by 31 July 2024.

Indemnity

14. For each respective thoroughfare the subject of this Permit, the Permit Holder shall indemnify the Shire from any claim for loss, damage or compensation suffered by the Shire as a consequence of or arising from any wilful misconduct or negligent act or omission of the Permit Holder resulting in any injury to any person or any damage to any property in connection with the Approved Works and the Permit Holder's use of the thoroughfares from the commencement date of the Approved Works until the date that Practical Completion is achieved in accordance with Condition 5 a) of this Permit, except to the extent of liability which is contributed by the wilful misconduct or a negligent act or omission of the Shire, its directors, officers, employees, agents, contractors or its subcontractors.

Signed: _____ Date: _____
Julie Burton, Chief Executive Officer
Shire of Boddington

ADVICE NOTES

- i. The Shire of Boddington will reasonably endeavour to determine the plans required by Condition 4 within 90 days from receipt of those plans, to minimise any impacts on the Permit Holder's program to reinstate and reconstruct the thoroughfares covered by this Permit.
- ii. Relative to Condition 7, the Permit Holder will not be responsible for any defect or damage in its reinstatement and make good works not solely arising from its faulty workmanship or defective materials in its works, including from any use of the roads or any failure to care for or maintain the roads by the responsible authority.
- iii. In considering a written notice from the Permit Holder in accordance with Condition 8, the Shire will have due regard to the reasons for delay and will not unreasonably withhold its approval to vary the End Date(s) in accordance with Condition 9(a) if the delays were not practicably foreseeable, attributable to, or avoidable by the Permit Holder.
- iv. The Permit Holder's liability in Condition 10 for failing to satisfy the reinstatement and make good requirements of Condition 3 for Morts Road is separate from and additional to the powers exercisable by the Shire of Boddington in respect of notices, offences, penalties, enforcement and permit cancellation under the *Local Government (Uniform Local Provisions) Regulations 1996* and the Shire's *Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law*.
- v. It is the Permit Holder's responsibility to apply for, obtain and comply with all applicable licences, approvals, permits, and authorisations whether granted by the Shire of Boddington or not.
- vi. For the purposes of this Permit, Practical Completion means the Permit Holder's reinstatement and make good works are complete except for minor omissions and minor defects which do not prevent the subject thoroughfares from being reasonably capable of being used for access by the public in the Shire's opinion.

ANNEXURE 1

Technical Requirements for Reconstructing & Reinstating Thoroughfares

1 Road Classification

- 1.1 The Permit Holder will design the reconstructed roads (Ashcroft Road, Stagbouer Trail, Morts Road and Siding Road) based on Specifications and guidelines sourced from Table 3.10 of the *ARRB Unsealed Roads Best Practice Guide Edition 2*.
- 1.2 Ashcroft Road, Stagbouer Trail, and Siding Road would be classified as 4C Access – Rolling or 4C Access – Mountainous (if vertical grade requires) or Class 4B Access (Morts Road) Flat or Mountainous (if vertical grade requires). The parties acknowledge that there are sections of Morts Road that do not comply with Class 4B (flat or mountainous).

2 Road Alignment

- 2.1 The geometric design would be in accordance with Table 3.10: Guidelines for the main geometric design standards for unsealed roads of the *ARRB Unsealed Roads Best Practice Guide Edition 2*.
- 2.2 Reconstructed roads will be designed with appropriate grading to suit the natural / existing ground following mining completion and will be designed within the Road Reserve. The Permit Holder will reconstruct the roads within the relevant road reserve, even if the original road was partly not within the road reserve. Reconstructed roads will be re-established as near as practicable to the original coordinates where this can be achieved within Road Reserves and within the practical bounds of design standards for vertical and horizontal alignment to match in with the abutting sections of road.
- 2.3 Roads will only be reconstructed where sections of road have been disturbed by mining activities and will key into existing roads. Transition areas between reconstructed roads and existing roads will be engineered and constructed in a manner to ensure smooth transition between existing and reconstructed road surfaces.

3 Road Specification

- 3.1 Typical Cross section of the reconstructed road will be as per Fig C25 of the *ARRB Unsealed Roads Best Practice Guide Edition 2*.
- 3.2 The Permit Holder will use reasonable endeavors to reconstruct roads to meet the pre-existing road classification prior to mining activities, including classification 4B (flat mountainous) for sections of Morts Road disturbed by mining activities. The parties acknowledge that there are sections of Morts Road where this will not be possible (noting that the classification is not met under existing road conditions). The parties may choose to modify original Road Reserves and alignments if mutually agreed.
- 3.3 Subgrade will be crushed hardcap rock material shaped and compacted.
- 3.4 A minimum of 200mm Gravel Base course will be re-established. This will be graded and compacted, and water bound to correct shape.
- 3.5 Construction of unlined table drains, and crossover culverts will be installed where required to provide for run-off. Guideposts shall be provided at the road shoulder to protect and/or advise road users of the presence of the drain.
- 3.6 All embankments and cuttings will be covered with topsoil to encourage regrowth of native vegetation. The Permit Holder will undertake planting and the establishment of vegetation in accordance with revegetation and rehabilitation requirements to the satisfaction of the Shire.
- 3.7 Road signs will be reinstated.
- 3.8 Fencing will be provided as near as practicable along the boundary of the road reserve.

3.9 The pavement construction shall be in accordance with section 4.12 of the *ARRB Unsealed Roads Best Practice Guide Edition 2*.

4 Design Acceptance and Construction Checklist Acceptance Process

4.1 Final landform for the reconstructed roads (Ashcroft Road, Stagbouer Trail, Morts Road and Siding Road) will be designed post mining completion. Detailed designs and plans will be provided to the Shire of Boddington including vertical alignment, width and the location of culverts.

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