

SENATE STANDING COMMITTEE ON LEGAL AND CONSTITUTIONAL AFFAIRS  
NATIONAL NATIVE TITLE TRIBUNAL

**Question No. 10**

**Senator Furner asked the following question at the hearing on 23 May 2012:**

**Senator FURNER:** I understand that a recent decision in Queensland from the Mamu people and Ergon Energy has resulted in some flow-on effects to the local community.

**Ms Fryer-Smith:** Yes, absolutely.

**Senator FURNER:** Can you expand on what those effects and benefits to the community are?

**Ms Fryer-Smith:** Yes. Can I just pass to my colleague Mr Frank Russo?

**Senator FURNER:** Yes, of course.

**Mr Russo:** That particular agreement related to a determination of native title as well. It was aligned to a consent determination. There was also a particular agreement there which related to mining. Many of those agreements include things such as jobs. It may include royalties. I do not have the specifics of that particular agreement, but there are a number of that kind. We could provide further information through a question on notice.

**Senator FURNER:** Okay then.

**The answer to the honourable senator's question is as follows:**

The particular agreement is the Mamu People and Ergon Energy Area Agreement (QI2011/067), which was registered on the 16 May 2012 on the Register of Indigenous Land Use Agreements. A copy of the register extract is available at [http://www.nntt.gov.au/Indigenous-Land-Use-Agreements/Search-Registered-ILUAs/Pages/QLD\\_-\\_Registered\\_ILUA\\_-\\_Mamu\\_People\\_and\\_Ergon\\_Energy\\_ILUA\\_QI2011\\_067.aspx](http://www.nntt.gov.au/Indigenous-Land-Use-Agreements/Search-Registered-ILUAs/Pages/QLD_-_Registered_ILUA_-_Mamu_People_and_Ergon_Energy_ILUA_QI2011_067.aspx). For ease of reference, a hard copy register extract is attached to this response (Attachment A).

The agreement, which was facilitated by the Tribunal, is between the Mamu People and Ergon Energy Corporation Limited and allows for the ongoing provision of electricity services in the area. The agreement deals with the relationship between Ergon Energy's interests and the Mamu People's native title interests and allows for the doing of particular 'future acts' by Ergon Energy in the area.

The agreement has been negotiated as part of the resolution of the Mamu People's native title claim. The claim and agreement area is located in the vicinity of Innisfail in North Queensland. The mediation of the Mamu People's claim is currently being finalised by the Tribunal and the claim has been listed by the Federal Court for resolution by way of a consent determination on 3 September 2012.



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2011/067
<b>Short name</b>	Mamu People and Ergon Energy ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	16/05/2012
<b>State/territory</b>	Queensland
<b>Local government region</b>	Cairns Regional Council, Cassowary Coast Regional Council, Tablelands Regional Council

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### Description of the area covered by the agreement

ILUA area is the area and waters described in Schedule 1.  
(Schedule 1 is attached to the Register Extract).

The area subject to this agreement covers about 1600 square kilometers and is located approximately 60 kilometres south of Cairns.

### Parties to agreement

#### *Applicant*

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<b>Party name</b>	Ergon Energy Corporation Limited
<b>Contact address</b>	c/- MacDonnells Law Level 9, 120 Edward Street BRISBANE QLD 4001

#### *Other Parties*

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<b>Party name</b>	John Edwards, Victor Maund, Alfred Joyce, Niree Appo, Stephen Brooks, Dean Purcell, Robert Major and Billy Tinkum on their own behalf and on behalf of the Mamu People (QUD6014/01)
<b>Contact address</b>	c/- North Queensland Land Council 61 Anderson Street CAIRNS NORTH QLD 4870

#### Period in which the agreement will operate

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Start date	not specified
End date	not specified

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This Agreement commences and can be enforced as an Agreement from the Execution Date.

"Execution Date" means the later of:

- i) the day on which this Agreement is executed by all of the Parties; or
- ii) if this Agreement is executed by all of the Parties but on different days, the last of those days.

#### Statements of the kind mentioned in ss. 24EB(1) or 24EBA(1) or (4)

5.1 The Parties consent to the doing of any particular future act and any class of future acts specified in this Agreement.

5.2 The Parties consent to Ergon Energy performing any of the following future acts:

- (a) Minor Works;
- (b) access to the Agreement Area for the purposes of the activities in subclause 5.2(a);
- (c) use of all land siting electricity infrastructure in existence at the execution date ("relevant Electricity Infrastructure") and of any adjacent land required for operational use and maintenance of relevant Electricity Infrastructure;
- (d) access to all land referred to in subclause 5.2(c) by way of access tracks in existence at the execution date ("relevant access tracks");
- (e) any future acts on Aboriginal land subject to the prior written consent of the entity holding the Aboriginal Land having been obtained; and
- (f) subject to Cultural Heritage Management Processes stipulated in the Agreement, the grant of any easement, licence or permit over relevant Electricity Infrastructure.

5.10 The Parties agree that Part 2 Division 3 Subdivision P of the NTA does not apply to any future act, to which the Parties have consented, within this Agreement.

6.1 The Native Title Party consents to the State of Queensland granting Ergon Energy any tenure or other interest over land within the Agreement Area on which Electricity Infrastructure is located without prejudice to any rights which the Native Title Party may have to compensation from the State of Queensland.

7.7 Where Ergon Energy uses access tracks other than dedicated roads, within the Agreement Area which are in existence on the Execution Date (the "relevant access tracks") and for the purpose of accessing the relevant Electricity Infrastructure, subject to Cultural Heritage Management Processes in this Agreement, the Parties consent and authorise Ergon Energy and its Contractors to:

- (a) use the relevant access tracks for access purposes;
- (b) maintain and repair the relevant access tracks; and
- (c) be granted an interest in the nature of an easement, permit or licence over the area covered by those access tracks.

22.2 Subject to subclause 22.3; the parties authorise and consent to the doing of any future act after the Registration Date (other than the surrender of native title rights and interests) in relation to any part of the Agreement Area that is Aboriginal Land.

#### 1.1 Definitions

'Aboriginal Land' has the meaning given in the Aboriginal Land Act, 1991;

'Electricity Infrastructure' means 'Works' as defined in section 12(1) of the Electricity Act, 1994 and includes 'Operating works' as defined in section 12(3) of that Act;

'Minor Works' are described in Schedule 2

Schedule 2

2. Minor Works

The following future acts are Minor Works:

- (a) tree lopping and tree clearing in the immediate vicinity of Electricity Infrastructure or required for the safe operation or use of the Electricity Infrastructure or for public safety in relation to the operation of the Electricity Infrastructure;
- (b) repairing any damaged Electricity Infrastructure;
- (c) reinstating any damaged or destroyed Electricity Infrastructure to the pre-existing extent;
- (d) maintaining Electricity Infrastructure;
- (e) inspecting Electricity Infrastructure;
- (f) accessing the Agreement Area at reasonable times for the purpose of undertaking anything in paragraphs (a) to (f);
- (g) installation of street light poles and service/intermediate poles that are tied into the existing powerline system in urban areas/town precincts only.

**Attachments to the entry**

QI2011\_067 Attachment Schedule 1 Part A Written Description of Agreement Area.pdf

QI2011\_067 Attachment Schedule 1 Part B Map of Agreement Area.pdf