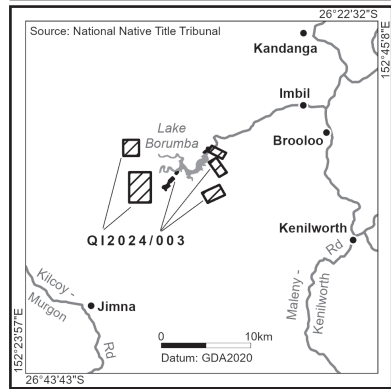


Notice of an application to register an area agreement on the Register of Indigenous Land Use Agreements in Queensland

Notification day: 20 March 2024



National Native Title Tribunal



Q12024/003 Borumba Pumped Hydro Project Investigative Works ILUA

Description of the agreement area:

The agreement area covers a combined area of about 15.9 sq km and is located about 9.5 km south west of Imbil in the vicinity of Lake Borumba

Relevant LGA: Gympie Regional Council

The agreement contains the following statements:

3.5 Consent to and validity of Agreed Acts - section 24EB

(a) For the purposes of section 24EB(1)(b) of the Native Title Act and regulation 7(5)(a) of the ILUA Regulations, the Parties consent to the Agreed Acts, to the extent they involve Future Acts in the ILUA Area, without conditions but in accordance with this ILUA. (b) The Parties acknowledge that on Registration of this ILUA, to the extent that Native Title exists in the ILUA Area and is affected by the Agreed Acts, the Agreed Acts are valid pursuant to section 24EB(2) of the Native Title Act.

3.6 Right to negotiate - section 24EB(1)(c)

The Parties agree that the process set out in Subdivision P, Division 3 of Part 2 of the Native Title Act, known as the “right to negotiate” process, does not, and is not intended to, apply to the Agreed Acts for the purposes of section 24EB(1)(c) of the Native Title Act and regulation 7(5)(b) of the ILUA Regulations.

4. Agreed Acts

4.1 Consent

(a) The Parties consent and agree to the Agreed Acts, with this consent to apply from the Commencement Date to the extent possible under Applicable Laws.

(b) The Parties acknowledge and agree that by entering into this ILUA, the Kabi Kabi Claimants, KKPAC and the Kabi Kabi First Nation Traditional Owners in no way endorse or consent to the Project, other than by providing their consent to the Agreed Acts.

4.5 Other Future Acts for the Project

To avoid doubt, the consent to the Agreed Acts in clause 4.1 (“Consent”) does not include consent to Future Acts for the Project which are not Investigative Works.

Agreed Acts means: (a) the Grant of the Project Rights and exercise of those Project Rights; (b) the doing of the Investigative Works; and (c) the doing of any other act necessary, ancillary, convenient, usual or incidental to give effect to the Grant and exercise of the Project Rights and the doing of the Investigative Works, in the ILUA Area.

Applicable Laws means: (a) legislation including regulations, by-laws, orders, awards and proclamations with which a Party is legally required to comply; (b) common law and equity (if applicable); and (c) government or judicial requirements, guidelines, consents, certificates, licences, permits and approvals, including conditions in respect of those consents, certificates, licences, permits and approvals, with which a Party is legally required to comply.

Future Act has the meaning given to that term in section 233 of the Native Title Act.

ILUA Regulations means the *Native Title (Indigenous Land Use Agreements) Regulations 1999* (Cth).

Investigative Works means all activities carried out in the ILUA Area prior to the formal approval of an EIS for the Project, also known as or termed by Queensland Hydro as ‘exploratory works’, and includes: (a) preliminary studies, including environmental, ecological, geotechnical, and hydrological studies, and Aboriginal Cultural Heritage surveys; (b) engineering design and financial cost estimates; (c) early stage construction activities including boreholes, exploratory tunnel excavation, portal and operating pad infrastructure, temporary construction camps and facilities, temporary water supply pipelines, pumps and tanks, new access roads, tracks and watercourse crossings, public road upgrades and watercourse crossing improvement, survey control monuments and water monitoring bores; and (d) any other early work and investigative activities incidental to or ancillary to the works described in (a) to (c) above and reasonably required for the Project and which can be undertaken without the approval of an EIS for the Project.

Kabi Kabi First Nation Traditional Owners means the persons within the Native Title Claim Group for the Kabi Kabi First Nation Traditional Owners Claim.

Kabi Kabi First Nation Traditional Owners Claim means the native title determination application lodged in the Federal Court of Australia in *Michael Douglas and others on behalf of the Kabi Kabi First Nation Traditional Owners Claim Group and State of Queensland* (QUD20/2019; QC2018/007).

Native Title has the meaning given to that term in section 223 of the Native Title Act.

Native Title Act means the *Native Title Act 1993* (Cth).

Project means the proposed 2 Gigawatt pumped hydro energy storage facility located at Borumba Dam, near Imbil, Queensland, but does not include high voltage transmission lines to connect the facility to the National Electricity Market beyond the facility’s network connection point.

Project Rights means all approvals, authorisations, authorities, certificates, consents, declarations, dedications, directions, easements, leases, licences, notices, permits, reserves, revocations, rights, tenures or titles from any Government Agency or other holder of such interests which are necessary, ancillary, usual or incidental to undertake the Investigative Works in accordance with all Applicable Laws, including any lease, agreement, licence, permit or other authority under section 34 of the *Nature Conservation Act 1992* (Qld) and sections 35 and 56 of the *Forestry Act 1959* (Qld).

Registered means that details of this ILUA appear on the Register of Indigenous Land Use Agreements, and **Registration** has a corresponding meaning.

Parties to the agreement and their contact addresses:

Queensland Hydro Pty Ltd (ACN 661 444 515)
(Queensland Hydro)
PO Box 12278
George Street
Brisbane QLD 4003

Kabi Kabi Peoples Aboriginal Corporation (ICN 8996) (**KKPAC**)
Michael Douglas, Helena Gulash, Cecilia Combo, Melissa Bond, Norman Bond, Kerry Jones and Brian Warner in their capacity as Registered Native Title Claimants on behalf of the Kabi Kabi First Nation Traditional Owners Native Title Claim Group (QUD20/2019; QC2018/007) (**Kabi Kabi Claimants**)
c/- P&E Law, PO Box 841, Maroochydore QLD 4558

Responses to an application to register an ILUA—where the application has not been certified:

Any person claiming to hold native title in relation to land or waters in the area covered by the agreement may wish, in response to this notice, to make a native title determination application or equivalent application under a law of a state or territory in respect of any part of the area. **The application must be made by 20 June 2024.** If that application is registered on the Register of Native Title Claims, the registered native title claimants must be a party to this agreement before it can be registered.

Details of the terms of the agreement are not available from the National Native Title Tribunal.

For assistance and further information about this application, call Huia McGrath on 08 6317 5442 or visit www.nntt.gov.au.