

Vince Puccio  
Lot 69 Freemason Rd  
Yarloop WA 6218

Keith Leece, CEO  
Shire of Harvey  
PO Box 500  
Harvey WA 6220

3 September 2002

Dear Sir,

**Alcoa Lease Agreements with Yarloop Residents of their Properties**

This letter is to advise the Shire council that there are aspects of the lease agreements currently being drawn up between Alcoa and their tenants in their properties in Yarloop that I believe should be reviewed by Council and its legal advisors.

Your attention is drawn to the enclosed lease agreement, particularly sections/clauses 2.2, 11, and 14.2.

I would ask that you or your legal advisors consider and respond in writing to the following questions:

1. Has an example of the lease document been reviewed by any shire officers or other party, and reported on to the Shire? If so, could I receive a copy of any opinion(s) submitted by those please.
2. Is the exercise of indemnifying another party who is potentially breaking the law (for example, noise regulations) against damages arising from their actions through a lease-deed with them in itself a legal activity?
3. Would the use of property as a tenant for any substantive period harm the possibility of actions against Alcoa for any future health effects subsequently shown to be arising out of the substantive and prior periods of residence in Yarloop?
4. Does the exception to the breach of quiet enjoyment indicating that the tenant will not make any formal complaint amount to a loss of a citizen's natural entitlements to government services? If so, is this a legally-acceptable encumbrance in terms of the Shire's duty of care to protect its citizen's rights?
5. In connection with the above exception, should tenants provide warning signs to those visiting their properties of a lack of capacity of the tenants to protect any visiting individuals?
6. Does the Shire consider any other worded form of lease more appropriate in the circumstances, and has there been any discussions with Alcoa on the nature of the lease? If so, could I receive a copy of any associated correspondence on these matters please.
7. As you are aware, many Yarloop properties are being sold to Alcoa, so the number of individuals subject to the lease terms will be quite large. I would ask you to estimate the number of such individuals, and what this number might grow to. Given the scale of damages received by affected Alcoa workers, are there any larger issues of the health/wealth of our Shire's citizens? What are these issues, and how many Shire staff person-hours are allocated to these issues? Is it not appropriate to allocate a proportionate scale of effort to the Alcoa – Yarloop problem?

Yours Sincerely,

Vince Puccio



# SHIRE OF HARVEY

ALL COMMUNICATIONS TO BE ADDRESSED TO THE CHIEF EXECUTIVE OFFICER

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Our Reference: 02/11670 KJL:SP  
Our File: B000024  
Enquiries: Mr. Keith Leece

Vince Puccio  
Lot 69 Freemason Road  
YARLOOP WA 6218

Dear Vince,

## ALCOA LEASE AGREEMENTS – YARLOOP RESIDENTS

Thank you for your letter dated 3rd September, 2002, concerning the above.

Council solicitors have confirmed that it is not within Council's jurisdiction to make any judgement on the contents of any legal document, where it is not a party to that particular document.

As a consequence of this advice, Council is unable to respond to questions put in your letter.

Yours faithfully,

**KEITH J. LEECE**  
**CHIEF EXECUTIVE OFFICER**

6th September, 2002.