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Sub # 174

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The Research Director
Agriculture, Resources and Environment Committee
Parliament House
George Street
BRISBANE QLD 4000

Via Email: AREC@paliament.qld.gov.au

Dear Sir/Madam

Mineral and Energy Resources (Common Provisions) Bill 2014

Thank you for the opportunity to provide a submission on the above mentioned Bill.

We live on a farm that Neville owns in partnership with his 2 brothers, a farm which has been in his family for over 100 years. We live right on the roadside of Upper Downfall Creek Road, in the locality of Downfall Creek near Guluguba. We are 15kms east of Guluguba, and 32kms south east of Wandoan. We run a beef cattle breeding and fattening operation over several properties in the Guluguba, Dulacca and Flinton areas.

Over the last 3 years our area has seen infrastructure development associated with the Coal Seam Gas (CSG) industry. Two gas pipelines and 2 compressor stations have been constructed within 10kms of our place. We have a pipeline easement over one of our properties, a pipeline that has not yet been constructed. We had had dealings with several mining companies. One mining company has drilled on one of our properties.

We had a resource company set up a 600 men workers accommodation camp across the road, within 600m of our place of residence. In fact the distance was less than 200m from our residence. It was constructed on our neighbour's property. The property owner lived some 2kms away. When we raised concerns about the close proximity to our residence the company chose to ignore us, so we took them to the environment court. We asked for mediation and did enter into an alternate arrangement with the company that allowed the camp to stay where it was. At the time we lived next to a single lane bitumen road, the bitumen finished 50m past our house. (The bitumen has since been widened and extended 700m past our house). We had all the impacts. We were impacted by the sheer volume of traffic, the dust that the traffic created, the noise of the traffic at times late into the night and very early in the mornings; especially when the buses would leave the camp at 2am when the workers were going on break, the food smells from the kitchen, the smells from the effluents, the smell of the under arm deodorant late in the afternoon when the workers were showering, conversations and voices of the workers could be heard, fire alarms that went off at any time of the day or night. Under the proposed new legislation we would not have a right to object or to obtain compensation. This is wrong.

The amendments proposed concern us greatly as they seek to substantially alter long held principles and rights of landholders in Queensland with virtually no benefits flowing back to us from the proposal. We consider the proposals almost entirely make landholders worse off. It would seem that when a resource company has a problem they go running to the government who is ever ready to change legislation to accommodate the resource company. It would seem that this bill is industry developed; the interests of industry are placed before the rights of landholders and citizens. We urge the Committee to address the imbalance and not only acknowledge, but actively consider and apply the interests of the citizens for whom the common resource is held, rather than ignore and silence them – as is proposed by this bill.

Conduct and Compensation on Title Register

We agree with Conduct and Compensation Agreements (CCA) being noted on the relevant property title by the Registrar of Titles. The resource authority holder should be responsible for the costs associated with the registering and the removing of the agreement on the title when the agreement ceases to have effect. A CCA listed on a property title will need to be available for perusal by a perspective buyer of a property, so that the perspective buyer knows what conditions they will be operating under if they purchase the property, as these agreements are binding on any future owners. This will then raise the issue of having no confidentiality clauses in the CCA so that perspective buyers can peruse it. We suggest that the removing of the agreement on the title be actioned upon within 2 weeks of the agreement ceasing.

In the interest of co-existence with the CSG industry, we strongly believe that CCA's should be reviewed every 3 to 5 years. The CSG industry is said to have a life span of 30 to 40 years. How can we know now what may happen in the future or what may impact on us in the future? There could be a change of circumstances that could warrant such a review. This would go a long way towards open and transparent communications and co-existence with the CSG Company.

Opt-out Agreement

We do not agree with the opt-out choice to negotiate a CCA. We feel this provides little protection for the landholder once it is signed. To safe guard the landholder everything should be agreed upon in a CCA. As we know the conduct of some of these resource companies leave a lot to be desired. Land Access personnel of the resource authority holder company will use all sorts of tactics, tricks and pressure to get landholders to sign documents which are not in the best interest of the landholder, and usually what the Land Access Personnel tell you is usually not what higher management agree upon. The opt-out framework has the potential to increase such incidents and provide little right of recourse to a landholder who signs one. A CCA is effectively an insurance policy – i.e. when things go wrong, we are forced to rely on the terms of the CCA. The resource authority holder should not be provided with another avenue to avoid entering into a CCA, and we object to the inclusion of the opt-out framework.

Restricted Land

We believe that dwellings, bores, stock yards, water storages, and dams should be protected. Landowner rights to conduct their business and to protect future production, their infrastructure, the amenity of their residences, future business and planning decisions should not be eroded. Many of the areas removed are essential to the operation of a farming/grazing business and to do away with protection for them will place farmers at a significant disadvantage in what is already an imbalanced negotiation. We do not want the restricted land regime under the Mineral and Resources act (MRA) to be altered except to extend it to the land within the area of petroleum and gas tenures. Why not extend the current MRA restricted land regime to petroleum and gas matters? That would harmonise the different regimes and not dilute landholder rights. No activity of any sort should be within 600m of a place of residence, unless agreed upon in a CCA.

Objections to mining leases

It is a fundamental community right to know what mines are proposed in Queensland. Mines have an impact on communities and any member of the community should be able to know what mines are proposed. If we will be affected, or if we are likely to be affected by the decision to approve an environment authority for a mine, then shouldn't we have a right to know about the application and have a say on the application before it is approved. I think CSG matters should be brought in line with mining lease matters. Owners and or occupiers of neighbouring land, no matter what the distance, should have the right to object to any activity that may have any sort of impact on their life and business. Neighboring owners and or occupiers impacted should be consulted and a conduct and compensation agreement entered into.

Amendments to Environment Protection Act

All changes to environment authorities should be publically advertised. If a change to an environment authority is likely to affect us, then we would like to know and be able to have a say. It should be publically advertised and citizens have a right to have a say in what occurs. We do not accept this proposal.

Remediation of legacy boreholes

The major problem with this proposal is that the ability to remediate a bore or well is not strictly limited to 'legacy boreholes'. Under the clause, anyone who is authorized by the Chief Executive can remediate any bore which is emitting gas above the lower flammability limit – i.e. a water bore used by a Landholder to water a property. The clause provides for no rights to compensation or notification, yet it effectively enables a person to enter my land and plug a bore that is being used simply because it is emitting gas above the lower flammability limit, which is a relatively low threshold.

Conclusion

We urge the Committee to carefully consider the proposed Bill and have particular regard to the sheer volume of rights that are being removed from Queensland citizens and landholders. These companies are setting up their businesses on our business premises. Why must landholders be the sacrificial lambs in advancing the interests of the resource industry?

Sincerely

Neville & Carmel Stiller