Mineral and Energy Resources and Other Legislation Amendment Bill 2024

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Submission to Mineral and Energy Resources and Other Legislation Amendment Bill 2024

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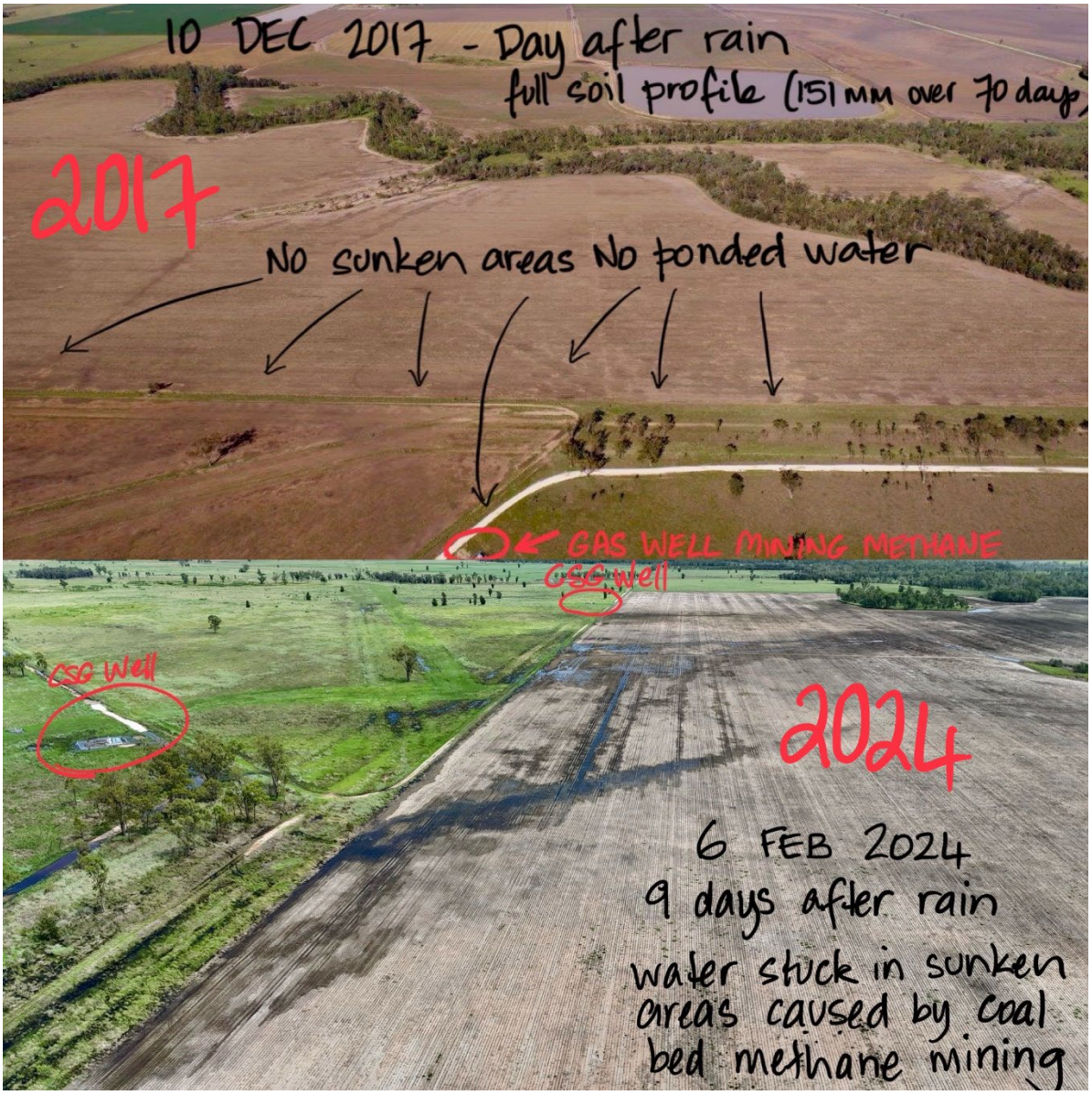
BACKGROUND: GROUND ZERO

Our farm is 'ground-zero' for reported CSG-induced subsidence, impacts and critical consequences from subsidence. The cause is coal seam gas (CSG) mining by Shell – Petrol China subsidiary Arrow Energy.

In early 2020 we noticed overland and flood water which had historically drained through our paddock to the Creek, was instead pooling in our paddock. This interrupted our farming operations, to the extent that in 2022 we could not plant a crop.

The photograph below shows the change in our most western paddock between 2017 and 2024, from subsidence caused by Arrow Energy's CSG mining.



We found tractors and other large farming machinery were getting bogged, where they never had been before.

The last four years has been a harrowing journey.

The Gasfields Commission Queensland found the burden of proof for CSG-induced subsidence and its impacts is on the landholder, and procedural systems are unsuitable for managing CSG-induced subsidence[1].

We have sustained enormous financial losses through no fault of our own, which we are now burdened with and are paying interest on.

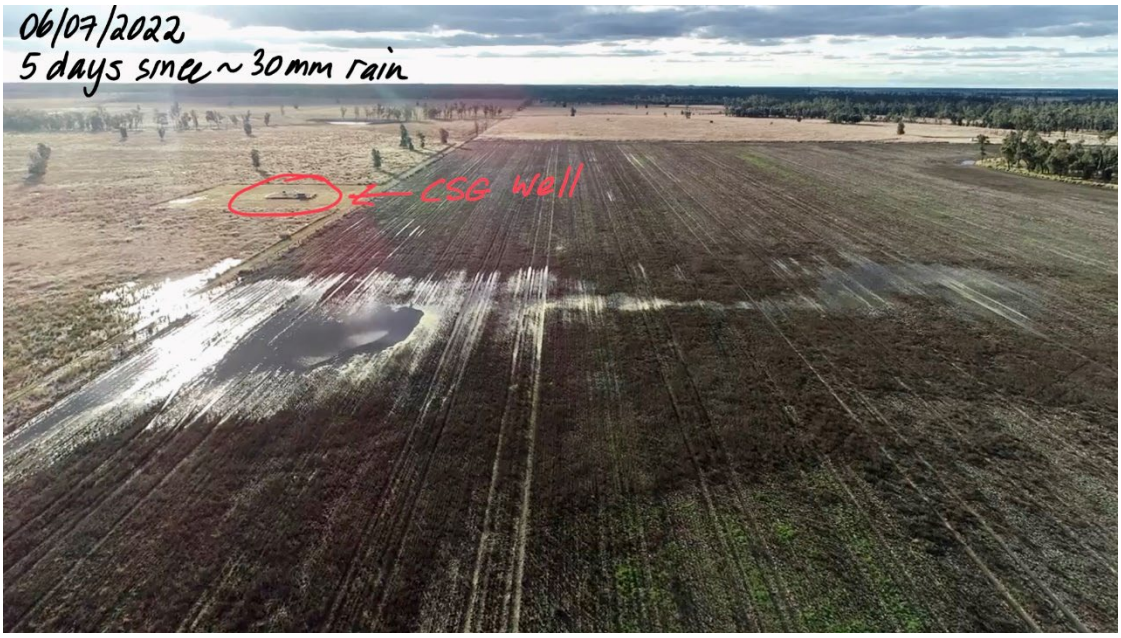
The CSG miner, Arrow Energy, remains steadfast in its view that we have subsided, but they have not caused us any impacts.

Now, with the introduction of this Bill, Government has said the human rights of landholders must be sacrificed due to overriding need, and the sacrifice is not arbitrary. However, taking into account the nature of the right which is being taken away, and the extent of the limitation of the right, my reading is that the Bill cannot be demonstrably justified. The primary reason for this is within the operation of some of the sections of the Bill. Human Rights cannot, under the Human Rights Act 2019, be judged against the Bill in its entirety, they must be considered against every section. Clearly whether by accident or design, that has not been done in this Bill.

I make to you my submission, which is as comprehensive an analysis as can be done in the extremely short time that I have had, to tell you what I consider is wrong and what is needed to be done if the Government *really does want* to manage CSG-induced subsidence, and to work towards sustainable coexistence.

I believe I am justified in asking the Committee to consider recommending that a public inquiry be held into the relationship between Arrow Energy and the Queensland and Commonwealth Governments.

My submission has been written from the view of a landholder with extensive knowledge of intensive cropping, business management, and accounting, who has been damaged by Arrow Energy's CSG mining yet received no compensation.



[1] Gasfields Commission Queensland, Potential consequences of CSG-induced subsidence for farming operations on the Condamine alluvial floodplain final report July 2023, pg. 8 https://gfcq.org.au/wp-content/uploads/2023/07/Potential-consequences-of-CSG-induced-subsidence-final-report.pdf

PART 1 PRELIMINARY

I am not making submission on this Part of the Bill.

PART 2 AMENDMENT OF ELECTRICITY ACT

The Statement of Compatibility[2] identifies that the amendment of s 116 (*Authority to acquire land*) [**Clause 4**] engages multiple Human Rights under the Human Rights Act 2019, including the right to choose where to live[3], the right to property[4], the right to non-interference with privacy, family and home[5], and others.

Notably the amendment clarifies that where the acquisition of the land may result in a benefit flowing to a third party or other private entity engaged in network connections or other activities which form part of the Queensland electricity grid. The department argues that this change is not arbitrary because, among other things, it is proportionate[6] given broad public benefits and community benefits of delivery of electricity to the grid, noting that key elements of the electricity supply chain have evolved to involve private businesses and increasing public/private partnerships[7]. The department says that the clarified power to take land and potentially benefit third parties will help to achieve those purposes.[8] The department acknowledges that compulsory acquisition of land is one of the most severe ways that a person's property and home can be interfered with, but argues that the extent of that impact on human rights is mitigated through existing safeguards under the Acquisition of Land Act 1967 (as adapted and modifies as necessary) to ensure fair compensation, concluding that the need for acquisition of the land outweighs the interference with human rights.[9]

I submit that because the amendment confers benefit to third parties and private entities, it fails to properly mitigate the interference with Human Rights. The amendment should be revised to provide that where the acquisition of the land relates to only part of the property of the land owner, the land owner be given the choice that the acquiring entity be required to acquire their entire property (i.e., the land parcel and all land parcels which the land owner holds as a single functioning agricultural (including pastoral) property rather than an easement through their property.

PART 3 AMENDMENT OF FOSSICKING ACT

I am not making submission on this Part of the Bill.

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[2] Mineral and Energy Resources and Other Legislation Amendment (MEROLA) Bill 2024 Statement of Compatibility pg 5.
[3] Human Rights Act 2019, s 19
[4] Human Rights Act 2019, s 24
[5] Human Rights Act 2019, s 25(a)
[6] Human Rights Act 2019, s 13 – if an interference is proportionate it will not be arbitrary
[7] MEROLA Bill 2024 Statement of Compatibility, pg 19
[8] MEROLA Bill 2024 Statement of Compatibility, pg 20
[9] MEROLA Bill 2024 Statement of Compatibility, pg 20

PART 4 AMENDMENT OF GASFIELDS COMMISSION ACT

Clause 16 and 18 – "sustainable" coexistence

The noun "**coexistence**" means "*the fact of living or existing together at the same time in the same place*"[10] . The adjective "**sustainable'** in business English means "*able to continue at the same level for a period of time*."[11], or generally, "*able to continue over a period of time*"[12].

The adjective *sustainable* mandates the type of coexistence the Act was enacted to foster yet occurs only once in the Gasfields Commission Act 2013 within s 3 (Purpose). Notably, *sustainable* is absent from the Act's functions under s 7.

I support amendment of section 7 (*Commission's functions*) as stated in **clause 16** to reduce the functions of the Commission and include the renewable energy industry. I support the inclusion of the adjective *sustainable* at section 7(b), 7(d), 7(e), and 7(g) as well as section 9A[13] (*Appointment as a commissioner*) [**clause 18**] is justified and necessary because it will serve to focus the Commission on improving the *sustainable* coexistence of landholders, regional communities, the onshore gas industry and renewables.

The amendments should also support correction of the systemic discord within the Commission which in my view has been generated by a *purpose* relating to *sustainable* coexistence while its *functions* do not mention *sustainable coexistence*. Notably the Commissions powers under section 8 and the that of its Board under section 21 are in relation to the Commission's *functions*, which include *coexistence* but not in specific terms *sustainable coexistence*.

In my view this discord is the foundation of the serious failure of the Commission to fulfill its *purpose* whilst claiming to have fulfilled its *functions*, and also the origin of the damage which the Commission has caused to its social licence and that of the Queensland Government. The unfavourable 2016 Independent Review by Mr Scott[14], the uncomplimentary 2020 Queensland Audit Office Report 12[15], and the mishandling by the Commission of major land access and CSG-induced subsidence issues first reported by landholders in 2020 as critical sustainable coexistence problems in the intensive raingrown and irrigated cropping industry on the 'priority agricultural area' zoned floodplains in the Arrow Energy CSG mining projects near the township of Dalby, thoroughly support that this reform of the Commission is justified.

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[10] Cambridge Dictionary https://dictionary.cambridge.org/dictionary/english/coexistence, under meaning of coexistence in English
[11] Cambridge Dictionary https://dictionary.cambridge.org/dictionary/english/sustainable, under sustainable | BUSINESS ENGLISH
[12] Cambridge Dictionary https://dictionary.cambridge.org/dictionary/english/sustainable, under meaning of sustainable in English
[13] Inserted s 9A(2)(c)
[14] Scott, Robert P., July 2016 Independent Review of the GFCQ and Associated Matters https://cabinet.qld.gov.au/documents/2016/Oct/RevGasComm/Attachments/Report.PDF
[15] https://www.qao.qld.gov.au/reports-resources/reports-parliament/managing-coal-seam-gas-activities

Clause 17 and 18 – insufficient representation of landholders

I consider the amendment to section 9A(2)(b) provides inadequate representation of landholders and is not justified. As a result, I consider that Coexistence Queensland is being set up to fail before it even commences.

Landholders are the key stakeholder who are required to share their day-to-day business and private spaces with imposed industry. Landholders are also the primary demographic experiencing coexistence issues with ongoing critical consequences.

The Explanatory Memorandum[16] says "*Achieving the Bill objectives will deliver initiatives related to the key focus areas under the QRIDP of promoting sustainable coexistence between the resource and agricultural sectors, ..*"[17] It is apparent that the Queensland Government wishes to achieve sustainable coexistence wherever possible. Under-representation of the key stakeholder to sustainable coexistence, i.e., the landholder, will greatly diminish success.

Landholders coexisting with onshore gas resources industry, with minerals resource industry, with renewable energy industry, grazing landholders, intensive cropping (including irrigation) landholders, each have some common but many greatly differing issues in relation to sustainable coexistence and critical consequences. No single landholder is likely to have the detailed knowledge of what is needed for coexistence to be sustainable in all cases.

I consider that section 9A(2)(b)(i) (*Membership of commission*) [**clause 18**] should include a member who has knowledge of, or experience with, the interests of landholders coexisting with
(a) onshore gas resources industry
(b) minerals resources industry
(c) renewable energy industry;
with one of those landholders having experience in relation to grazing, one in relation to intensive cropping, and one in relation to irrigated cropping.

To accommodate this change I consider that section 9 (*Membership of commission*) [**clause 17**] will need to be increased to up to 8 part-time members at section 9(b).

Clause 24 – requiring information from landholders

I do not consider that the amendment of section 26 (*Power to require particular information from prescribed entities*) to include landholders at s 26(5)(a) is justified. Unlike the resources industry and renewables industry and those who contract to them and who are able to allocate paid employees to the task, landholders are in the majority small business and micro business and it would be an arbitrary unpaid time impost which would take away from either their income earning activities, many of which are time critical in the case of intensive cropping, or their personal time.

There is no protection provision in s 26 for the Commission to unreasonably disrupt the business operations of the landholder in relation to the time in which the information is to be provided, and there is a monetary penalty for non-compliance.

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[16] MEROLA Bill 2024 Explanatory Notes
[17] Policy objectives and the reasons for them, pg 1

The mental health impact to the landholder, who is already forced by law to contribute unpaid time for 'the public good', of being forced to provide additional information does not appear to have been considered and could be catastrophic.

The Statement of Compatibility[18] does not appear to have considered this amendment, nor is there any description in the Explanatory Notes about compliance with the *Information Privacy Act 2009*, associated privacy principles, or *Legislative Standards Act 1992* fundamental legislative principles in relation to the amendment of s 26(5)(a) to include 'a landholder'.

1. *I respectfully request that the Committee ask the department to provide an explanation in relation to Human Rights Act 2019, the Information Privacy Act 2009, and the Legislative Standards Act 1992 on their justification of amendment of s 26(5)(a), and then consider that explanation.*

Clause 25 – agricultural industry membership of Community leaders council

The noun "**community**" means in general terms "*the people living in one particular area or people who are considered as a unit because of their common interests, social group, or nationality*"[19], or in business English means "*the people living in a particular area*"[20].

The noun "**industry**" means in general terms "*the companies and activities involved in the process of producing goods for sale, especially in a factory or special area*"[21], or in business English means "*the companies and activities involved in the production of goods*"[22].

Queensland's primary industries total value forecast for 2023-24 is $23.67 billion[23]

The role of primary industry representative organisations is to represent the interest of Landholders. As discussed above at heading "Clause 17 and 18", landholders are the key stakeholder who is required to share their day-to-day business and private spaces with imposed industry. Landholders are also the primary demographic experiencing coexistence issues with potential critical consequences.

Omission of primary industry representative organisations from s 29(2) is not justified. It is inconsistent with the purpose and functions of the Act, the amended s 29(1) which

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[18] MEROLA 2024 Statement of Compatibility
[19] https://dictionary.cambridge.org/dictionary/english/community, under meaning of community in English
[20] https://dictionary.cambridge.org/dictionary/english/community, under community | BUSINESS ENGLISH
[21] https://dictionary.cambridge.org/dictionary/english/industry, under meaning of industry in English
[22] https://dictionary.cambridge.org/dictionary/english/industry, under industry | BUSINESS ENGLISH
[23] Department of Agricultural and Fisheries, Primary industries data, AgTrends at a glance https://www.daf.qld.gov.au/news-media/campaigns/data-farm/primary-industries#:~:text=Queensland%27s%20primary%20industries%20%28agriculture%2C%20fisheries%2C%20forestry%20and%20food%29,%245.19%20billion%20total%20value-added%20production%20forecast%20for%202023%E2%80%9324

identifies landholders, the *Legislative Standards Act 1992* fundamental legislative principles, the Human Rights Act 2019.

Membership of industry representatives should be expressly required by s 29(2) [**clause 25**].

Other Clauses

I, in general, support the reforms but am not making submission on the other clauses of this Part of the Bill.

PART 5 AMENDMENT OF GEOTHERMAL ENERGY ACT

I support measures to collect information and enable public release of information [**clause 33** amendment of s 192 (*Power to require information or reports about authorised activities to be kept or given)* and **clause 34** replacement of s 196 (*Public release of required information*)], because they are justified for the protection of the State interest.

Otherwise, I am not making submission on this Part of the Bill.

PART 6 AMENDMENT OF GREENHOUSE GAS STORAGE ACT

I support measures to collect information and enable public release of information [**clause 36** amendment of s 257 (*Power to require information or reports about authorised activities to be kept or given)* and **clause 37** replacement of s 261 (*Public release of required information*)], because they are justified for the protection of the State interest.

Otherwise, I am not making submission on this Part of the Bill.

PART 7 AMENDMENT OF LAND ACCESS OMBUDSMAN ACT

Clause 42 – what is a land access dispute?

The current jurisdiction of the Land Access Ombudsman (LAO) is in relation to disputes about existing Conduct and Compensation Agreements (CCAs) and Make Good Agreements (MGAs). The LAO in the financial year ended 30 June 2023, received 50 enquiries, 29 of which were out of jurisdiction. Only 2 generated preliminary enquiries which did not proceed to the investigation stage once assessed[24]. For the financial year ended 30 June 2022, preliminary enquiries were made on 1 dispute referral which once assessed did not proceed to investigation stage[25]. No investigations were conducted for the financial years ended 2021[26], 2020[27], and 2 investigations proceeded in 2019[28].

[24] LAO Annual Report 2022-23, pg 9
[25] LAO Annual Report 2021-22, pg 10
[26] LAO Annual Report 2020-2021, pg 9
[27] LAO Annual Report 2019-2020, pg 8
[28] LAO Annual Report 2018-2019, pg 7

It is apparent that for the demographic the LAO can assist there is virtually no demand for LAO services.

Amendment of s 7 (*What is a land access dispute*) [**Clause 42**] expands the jurisdiction of the LAO to enable it to provide Alternative Dispute Resolution (ADR) and allow it to investigate disputes in relation to subsidence management plans, subsidence compensation agreements and compensation agreements for mining claims and mining leases.

Although proposed as a reform in the discussion paper[29] and strong support from submitters to the consultation for these reforms, the LAO remains prohibited from assisting landholders who have received Notice of Entry for activities which are preliminary activities[30] under s 15B of the MERCP Act and are not entitled to an agreement because the tenure holder has self-assessed that the activities are preliminary. Those landholders are the most vulnerable category of landholders required to coexist with resource industry as they are required by law to accommodate resource activity yet have no effective option in relation to disputes other than Land Court.

All landholders within a tenure and without agreement (and not in the process of making agreement) should be able to access the ombudsman services of the LAO. The department has not provided any explanation as to why the proposed reform was omitted. Despite justified reason under the Human Rights Act 2019 nor under fundamental legislative principles to deny this category of landholder access to LAO services, particularly given that in the last 4 years nobody with access entitlement to LAO services has chosen to use those services.

2. *I respectfully request that the Committee request the department provide reasoning as to why this reform was omitted and how this is justified in relation to Human Rights Act 2019, the Legislative Standards Act 1992, and the objective of the QRIDP and Bill to promote coexistence between the resource and agricultural sectors, and then consider that response.*

Clause 50 – funding of LAO and an LAO Advisory Council

I support the insertion of the new Part 2 Div 3 *Funding for performance of functions* [**clause 50**] because it is justified that the resource industry, who has been imposed on the landholder and whose mining activities have created the need for LAO services, fund those LAO services. Landholders must not be required to fund LAO services. It is fair that the resource authority holders who create the most work for the LAO pay more than those holders who create less work.

I support the insertion of the new Part 2A *Advisory Council* [**clause 50**] as the existence of the Council will provide important governance, transparency, accountability, and oversight of the LAO which is necessary as an independent office.

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[29] Consultation paper, September 2023, Coexistence institutions & CSG-Induced Subsidence Management Framework, pg 25

[30] MERCP Act s 15B says "*A preliminary activity, for a resource authority, is an authorised activity for the authority that will have no impact, or only a minor impact, on the business or land use activities of any owner or occupier of the land on which the activity is to be carried out.*"

Clause 54 – ADR for ADR election notice disputes

I support the insertion of the new Part 3A *ADR for ADR election notice disputes* [**Clause 54**] to enable the LAO to provide non-binding ADR services for ADR election disputes. I consider it essential that the services are non-binding.

Other Clauses

I, in general, support the reforms but am not making submission on the other clauses of this Part of the Bill.

PART 8 AMENDMENT OF MERCP ACT

Clause 70 – need for CSG and Geothermal Energy subsidence management

The amendment of s 3 (*main purposes*) [**clause 70**] and s 4 (*how main purposes are achieved*) [**clause 71**] to include management of the impacts of CSG-induced subsidence is essential.

As a landholder already significantly adversely impacted by subsidence caused by Arrow Energy (Arrow) CSG mining activity in its Dalby and Surat Gas Projects, I have found the existing regulatory framework fragmented, incredibly expensive, and with no clear pathway to obtaining compensation. Also, under the current framework, legal action must be commenced every time additional CSG-induced subsidence damages the land. This is unsustainable.

We first noticed and reported CSG-induced subsidence damage in 2020. We have been unable as yet to obtain compensation for the damage, finding that Arrow acknowledges that our land has subsided yet steadfastly maintains that it has not caused us any adverse impact. In 2021, we discovered that our 1,200 million litre irrigation water storage dam, which Arrow Energy in 2018 secretly and unlawfully[31] drilled a directional CSG well under from neighbouring land, started losing a significant amount of water through the base. Arrow acknowledged that our dam may be leaking but has no confidence that it could be established that the dam had started leaking after they dug their CSG well, or the cause of the leakage. In simple terms, it is the position of Arrow that we may have subsidence, but it is up to us to prove, and fund all the cost of proving, that the subsidence has caused us damage. And, we are to do this without any 'baseline' data from prior to Arrow starting its mining of CSG because Arrow assured us that we would not be impacted by CSG-induced subsidence, so we did not realise that we needed to commission any baseline data.

We found that while the department considers it "critical" in the non-compulsory section of the compulsory *Code of Practice for the construction and abandonment of petroleum wells and associated bores in Queensland* that Arrow consult with us as landholders prior to the digging of any wells, and attempt to reach an agreement with us prior to its 2018 secret

[31] Statement by Minister for Resources 31 March 2022 'Arrow fined for breaches to land access framework'

digging of wells into our land[32], this did not occur and Arrow subsequently acknowledged in 2021 that it had not done any risk assessment of the impact of its CSG well on the hydraulic and structural integrity of our irrigation water storage dam.

We are thus victims of a situation created and enabled by the department, in which Arrow who knew its CSG mining activities would cause subsidence damage for which it would be liable to compensate us for, deliberately chose not to undertake risk and impact assessment for our property and chose not to gather data which would prove its impact on us.

Arrow is steadfast in its view that its operations will cause us no impact yet has refused our request that it waive limitation periods which otherwise may apply in relation to our claim for damages from its CSG wells and all their impacts.

Consultation on CSG-induced subsidence found that "*The resource sector also noted that resource stakeholders face increasing compensation costs..*"[33], which indicates that the resource sector has, until now, been budgeting on not having to compensate landholders for damage caused by CSG mining, due to the absence of legislative requirement that they do so.

We are but one of a great many landholders in the Arrow Energy Dalby and Surat Gas CSG mining Projects. Without a comprehensive subsidence management framework which in practical terms ***works***, sustainable coexistence can never occur, our agricultural industry and rural communities will be torn apart, the economy damaged, and our Judicial system will be overwhelmed. The Queensland Government would then become an even greater international laughingstock than it already is in relation to enforcement, compliance, oversight, and management of the CSG mining industry in this State.

State Planning Policy Agriculture[34] says "*Queensland's agricultural resources are of state and national importance and should be protected from incompatible uses and irreversible impacts that would compromise existing or potential productivity. With sound management, these resources can support agricultural production in perpetuity.*" This amendment, in being limited to CSG-induced subsidence, completely fails landowners and occupiers, communities, and the State interest in Agriculture because it does not also make any provision for **Geothermal Energy-induced subsidence**.

Geothermal energy is a resource activity[35] which is scientifically documented to have caused significant non-uniform subsidence[36]: "*The impact of subsidence which had been observed in some geothermal field in New Zealand are flooding in an area near water body and structural deformation in building which is located in the subsidence-influenced area as well as pipeline and transmission grid failure.*".

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[32] Code of Practice for the construction and abandonment of petroleum wells and associated bores in Queensland, Petroleum and Gas Inspectorate, Version 2, 16 December 2019, section 2.3 pg 8

[33] MEROLA Bill 2024 Explanatory Notes pg 18

[34] State Planning Policy, July 2017, pg 29

[35] MERCP Act s 9(d)

[36] Akta Sektiawan et al 2016 IOP Conf. Ser.: Earth Environ. Sci. 42 012022, "*Subsdience: Causes, Effects and Mitigations in Geothermal Field*" DOI 10.1088/1755-1315/42/1/012022 sourced from https://iopscience.iop.org/article/10.1088/1755-1315/42/1/012022

EPG 2031 Geothermal Exploration Permit application was made on 25 August 2022[37]. This geothermal energy permit is within Western Downs Regional Council and Toowoomba Regional Council local government areas and intersects[38] Arrow Energy's CSG Petroleum Leases PL198, PL238, PL258, PL260, PL1039, PL1042, PL1039 and the area identified by the OGIA in its 2021 Underground Water Impact Report for the Surat Cumulative Management Area[39] as being an area where CSG-induced subsidence will occur.

Geothermal Exploration Permit EPG 2026 was granted on 7 July 2023[40] over local government areas Toowoomba Regional Council, Lockyer Valley Regional Council, Somerset Regional Council, Ipswich City Council, Scenic Rim City Council, and Logan City Council. This permit includes priority agricultural areas, strategic cropping areas, and priority living areas, which have some protection against Geothermal -induced subsidence under the Darling Downs Regional Plan[41] and SEQ Regional Plan[42], through the Regional Planning Interests Act 2014[43].

It is essential that this CSG-induced subsidence framework be expanded to include Geothermal-induced subsidence, so that we do not again become the victim of regulatory failures which encourage resource industry to budget on not having to compensate landholders for the damage they cause, as has been the case for CSG mining until now.

3. *I respectfully request the Committee ask the department to clarify why the proposed framework has been limited to CSG-induced subsidence, and what plans the department has in relation to regulating the management of Geothermal-induced subsidence, and then consider that response.*

Clause 72 amendment of s 15B – preliminary activity

Amendment of s 15B (*What is a preliminary activity*) [**clause 72**] to exclude aerial surveying carried out at 1,000ft or more above land.

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[37] EPG 2031 Resource authority public report https://myminesonlineservices.business.qld.gov.au/Web/PublicEnquiryReport.htm?permitType=EPG&permitNumber=2031

[38] Queensland Government GeoResGlobe https://georesglobe.information.qld.gov.au/

[39] OGIA 2021 UWIR Appendix F Subsidence https://www.rdmw.qld.gov.au/__data/assets/pdf_file/0005/1584725/uwir-2021-appendices.pdf ,

[40] EPG 2026 Resource authority public report https://myminesonlineservices.business.qld.gov.au/Web/PublicEnquiryReport.htm?permitType=EPG&permitNumber=2026

[41] Darling Downs Regional Plan https://dsdmipprd.blob.core.windows.net/general/darling-downs-regional-plan.pdf

[42] SEQ Regional Plan https://planning.statedevelopment.qld.gov.au/__data/assets/pdf_file/0024/86145/shapingseq-2023-Low.pdf

[43] Queensland Government GeoResGlobe

I consider that this measurement should be expressed in metres. My understanding is that the (Cth) National Measurement Act 1960 prescribes that the metric International System of Units must be used and this requirement extends to the States[44].

4. *I respectfully request the Committee ask the department why imperial measurement has been used and if its use in this instance under the National Measurement Act 1960, and then consider that response.*

Freehold land tenure and directional CSG wells

The amendment of s 15B fails to consider that directional wells entered to freehold land tenure cannot be a preliminary activity in the absence of an agreement. Land volume above and below the surface is still "land" under the petroleum legislation[45]. In simple terms, 'freehold land' is a volumetric entitlement under the provisions of the Land Title Act 1994. "*The idea that ownership of land goes from 'heaven to hell' is not interpreted literally but is generally interpreted to mean that land ownership ceases at the point the landowner may no longer make actual, beneficial use of the airspace and sub-surface space. However, land ownership is generally three-dimensional with the actual height and depth specifications not stated.*"[46]

Under s 21 of the Land Act 1994, for most freehold land tenure the State has reserved petroleum through s 27 of the Petroleum and Gas (Production and Safety) Act 2004 (P&G Act). This reservation empowers the State (or their resource tenure lessee) to enter and carry out any petroleum related activity on the freehold land. It does not give the State (or their lessee) authority to abandon permanent resource activity infrastructure on the freehold land, therefore the State (or their lessee) has no right to dig directional wells onto the land without agreement in the first place because the directional wells must be plugged and abandoned before relinquishment of the tenure and the material used to plug the wells deep underground cannot be removed.

Therefore, a directional CSG well entering freehold cannot be a preliminary activity where the well is dug onto/into freehold land. This is not expressly stated in s 15B MERCP Act at 15(3) and should be because resource authority holder Arrow Energy has exploited this 'loophole' by self-assessing it is not required to make agreement with the landholder, digging wells onto freehold land in the Kupunn area near Dalby and leaving landholders with no pathway other than prohibitively expensive Land Court to dispute that assessment. The department has not provided LAO non-binding ADR services to landholders who have

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[44] Australian Government, Department of Industry, Science and Resources, National Measurement Institute, Australia's measurement system https://www.industry.gov.au/national-measurement-institute/australias-measurement-system

[45] Considerations when accessing private land to carry out directional drilling https://www.resources.qld.gov.au/__data/assets/pdf_file/0010/1574119/directional-drilling-considerations.pdf pg 1 'Land' in the context of the Land Access Framework

[46] Department of Resources Operational policy SLM/2013/492 version 3.0 30 June 2022, Land Allocation: Granting Land Volumetrically, pg 2 https://www.resources.qld.gov.au/?a=109113%3Apolicy_registry%2Fgranting-land-volumetrically.pdf#:~:text=To%20provide%20guidance%20on%20deciding%20on%20volumetric%20%28in,and%20not%20freehold%20is%20the%20most%20appropriate%20tenure.

received notice of entry under s 39 of the MERCP Act but dispute the tenure holder's self-assessed determination that the impact of the activity will not cause more than a minor impact. Preliminary / advanced[47] activity disputes are a significant roadblock to sustainable coexistence.

5. *I respectfully request the Committee ask the department for an explanation about why freehold land tenure has not been included at s 15B(3), and why access to LAO ADR services has not been given to landholders who have received notice of entry under s 39 of MERCP Act, including statement of compatibility with Human Rights Act 2019 and fundamental legislative principles, and then consider that response.*

Access to land outside resource authority area

Clause 74 amendment of s 38 – mandatory entry notice for subsidence activities outside the authority area

I support the amendment of s 38 (*requirement for entry notice*) [**clause 74**] to mandate in s 38(d) that notice of entry must be given by the relevant holder prior to undertaking subsidence activities under the new Division 4A (entry to private land outside authorised area to undertake subsidence activity), because CSG-induced subsidence will occur and needs to be managed outside of resource authority areas.

However, there should be no circumstance in which a relevant holder can enter private land without notice, yet there appears to be no requirement for a relevant holder to give entry notice to owners and occupiers of land which the relevant holder must cross ("access land") so they can enter land to do a subsidence activity under new s 53D(3)(b), because s 38(d) (*requirement for entry notice*) mandates that entry notice must be given for "*undertaking a subsidence activity as provided under 4A*", yet s 53B defines *subsidence activity* as being limited to:

(a) Land monitoring under ch 5A, pt 4, div 2

(b) Baseline data collection under ch 5A, pt 4, div 2

(c) Farm field assessment under ch 5A, pt 4, div 3

(d) A subsidence management measure under a subsidence management plan under ch 5A, pt 5, div 1

(e) Stated reasonable steps under a direction given under s 184KL(1)(b), 184KM(2) or (3) or 184KN (i.e., critical consequences),

And, s 53D (*Chief executive may authorise entry to private land*) clearly distinguishes that the undertaking of the subsidence activity on private land is not crossing land to get to the land upon which the subsidence activity is to be done because s 53D(3) says:

"The authorisation authorises the relevant holder to-

(a) enter the private land to carry out the subsidence activity; and

[47] MERCP Act s 15A "*An advanced activity, for a resource authority, is an authorised activity for the resource authority other than a preliminary activity for the resource authority.*"

(b) enter other private land adjacent to the land that is reasonably necessary to cross in order to access the land; and

(c) undertake the subsidence activity on the land."

Therefore, the relevant holder will be authorised to enter private land to access the land it must do subsidence activities on, without being required to give entry notice to the owner or occupier of the access land. This is not consistent with fundamental legislative principles or compliant with the Human Rights Act 2019.

6. *I respectfully request the Committee ask the department why they do not consider that owners and occupiers of private land the chief executive authorises be entered under s 53D(3)(b) to gain entry to land under s 53D(3)(a), are entitled to notice of entry, including statement of compatibility with Human Rights Act 2019 and fundamental legislative principles, and then consider that response.*

Clause 77 new subdivision 2A – ADR access for outside of authority area

I support insertion of new ch3, pt 2, div 4, s div 2A (*ADR*) for access to private land outside authorised area disputes [**clause 77**] because any owner or occupier of private land forced by the State to give access for subsidence activities must be given an alternative non-binding dispute resolution pathway.

However, under s 53D the Chief Executive can, for subsidence activities, authorise the relevant holder to enter private land outside the authorised area, and land adjacent to the land that is reasonably necessary to cross to access the land, yet those owners and occupiers of land have not been given access to LAO non-binding Alternative Dispute Resolution services.

It is likely that from time to time there will be some owners and occupiers who have disputes with the relevant holder about

(a) s 53E (requirement that relevant holder must not cause, or contribute to unnecessary damage to any structure or works on the land, and requirement to cause as little inconvenience, and as little other damage, as is practicable)

(b) s 53F (compensation for damage caused by the holder undertaking a subsidence activity on the land), and

(c) things arising from the relevant holder having been authorised to cross land under s 53(3)(b) to access land to undertake subsidence activities (particularly as these owners and occupiers of land have not been given any legislative protection or rights under s 53E or s 53F, because the crossing of land to access other land to undertake a subsidence activity is not in itself a subsidence activity under s 53C (definitions for Division 4A).

These owners and occupiers of land will have no access to help free assistance to mediate disputes as the only option for them is Court, which for most is not an affordable option. This encourages poor behaviour and non-compliance by the relevant holder, resulting in a decline in the social licence of Government, the relevant holder, and the resources industry in general when owners and occupiers, frustrated by the injustice of a system which has significantly infringed upon their Human Rights without providing adequate mechanisms for dispute resolution share their experiences in social media and media.

7. *I respectfully request the Committee recommend that all owners and occupiers of land subject to forced access under Division 4A are granted access to LAO mediation services, and then consider that response.*

Clause 78 new Division 4A – access for subsidence activities outside of authorised area

I support insertion of a new division in the MERCP Act for entry to private land outside authorised area to undertake subsidence activity because CSG-induced subsidence extends beyond the resource authority area. Resource authority holders must be required to manage and compensate for the damage they cause whether it be within, or outside of, their resource authority area.

However, there aspects of ch 3, pt 2, div 4A (*Entry to private land outside authorised area to undertake subsidence activity*) [**clause 78**] which are manifestly unjust and there are several things which fail the basic test of '*does this measure give the authority holder more rights over private land outside its authority area than it has over the land within its authority area?*' which ~~is~~ I consider is required under Human Rights Act 2019 s 15 (*Recognition and equality before the law*).

Grant of authority holder rights over land which an authority holder does not even have a resource authority over to operate in, over and above the actions it is restricted to within that authority, is not justified, it is manifestly unjust, and it is not compatible with fundamental legislative principles or Human Rights Act 2019.

Put simply, the authority holder has the key to our farms any time any place for anything whether in or out of a tenure and we can do nothing about it.

I have identified the following things which I respectfully suggest to the Committee, *must be fixed*:

Authority to enter private land outside of authority area

No ability for Chief Executive to impose access conditions

There is no ability under s 53D(2) for the Chief Executive to impose conditions on entry of land outside the authority area, because the authorisation to enter is limited under s 53D(2)(b) to stating the private land to which the authorisation relates, and under s 53D(2)(c) to stating the period of the authorisation.

8. *I respectfully request the Committee ask the department why they have omitted from s 53D(2) the power of the Chief Executive to impose conditions on the entry to private land, including a statement of compatibility with fundamental legislative principles and Human Rights Act 2019, and then consider that response.*

Crossing land for access is not a subsidence activity

Authorisation can be given under s 53D(3)(b) to enter '*other private land adjacent to the land that is reasonably necessary to cross in order to access the land*' ("access land"), however the crossing of the access land has not been included in the definition of "subsidence activity" under s 53C. Consequently,

1. There is no requirement under MERCP Act s 38 for notice of entry to be given to the owner or occupier of the access land, and Clause 74 which amends s 38, has not otherwise provided for this. This is not justified.

2. The authority holder is not prohibited from entering access land without notifying the owner or occupier of the land they will be entering, because MERCP Act s 39 does not apply to land which is access land under Division 4 due to MERCP Act s 39(1)(a) restricting its application to purposes mentioned in MERCP Act s 38. This is not justified.

3. Because MERCP Act s 39 does not apply, the owner or occupier of the access land will not receive from the authority holder essential information required for natural justice and sustainable coexistence. Information which must be given with first notice of entry is prescribed in regulation 17 of the MERCP Regulation 2016 (MERCP Regulation) i.e., under s 17(2) the land occupier or owner must be given a description of the land to be entered, the period of entry, the authorised activities proposed to be done, when and where the activities are proposed to be done, the contact details of the authority holder and/or their representative, a copy of the authority for the entry, the Land Access Code, any other codes made under Resource Acts which may apply, and a copy of the Queensland Government Publication Guide to land access in Queensland. This is not justified.

9. *I respectfully request the Committee ask the department to explain why they have omitted from the definition of 'subsidence activity' under 53C, the inclusion of 'other private land adjacent to the land that is reasonably necessary to cross in order to access the land from', including a statement of compatibility with fundamental legislative principles and Human Rights Act 2019, and then consider that response.*

No requirement for consultation on, or conditions relating to, land which is crossed

Under MERCP Act s 47, an owner or occupier of access land within the authority area is entitled to an access agreement and entitled under s 48(2) to impose reasonable and relevant conditions on the authority holder. Under s 53D(3)(b) there is no requirement for the Chief Executive to consult with the owner of the access land to find out what the reasonable and relevant conditions may be needed, and even if there was the Chief Executive does not have any power to impose conditions of entry on the authority holder because this has been omitted from s 53D(2). This is not justified.

Under MERCP Act s 49, criteria for deciding whether access (to access land) is reasonable include that: it is not possible or reasonable to use a formed (i.e., existing road or track) on private or public land; the nature and extent of any impact the access rights will have on access land and the owner or occupier's use and enjoyment of it; and how, when and where, and the period during which, the resource authority holder proposes to exercise the access rights. Under s 53D(3)(b) there is no requirement for the Chief Executive to consider any of these matters, and even if there was the Chief Executive does not have any power to impose conditions of entry on the authority holder because this has been omitted from s 53D(2). This is not justified.

10. *I respectfully request the Committee ask the department why 'owners and occupiers of private land whose land must be crossed by the authority holder to access land to undertake subsidence activities', are entitled to less rights and protections than owners and occupiers of private land whose land must be crossed by the authority holder to access their authority area for resource activities, including a statement of compatibility with fundamental legislative*

principles and Human Rights Act 2019, and then consider that response.

Authority holder authorised to enter non-residential and non-agricultural use structures

s 53D prescribes the equivalent of MERCP Act s 68 'restricted land', i.e., private land which the relevant holder cannot enter without the agreement of the owner or occupier of the land. Under s 53D, the relevant holder cannot enter the inside of structures used for residential and agricultural purposes (e.g., a silo, a shed), whereas under MERCP Act s 68 the exclusion zone is 200m from a building used for a residence or business (e.g., a shed) or 600m from a residence for resource authority applications lodged before 27 September 2016[48].

MERCP Act s 68 also prevents the authority holder entering land within 200m of a childcare centre, hospital or library; a community, sporting or recreational purpose or as a place of worship; a business; an area used for a school; a prescribed environmentally relevant activity that is aquaculture, intensive animal feed lotting, pig keeping or poultry farming; an area, building or structure prescribed by regulation; or land within 50m of an artesian well, bore, dam or water storage facility, a principal stockyard, a cemetery or burial place; or an area, building or structure prescribed by regulation.

Notably the Western Downs Planning Scheme 6.2.10 Rural Zone Code[49] allows many of the structures an authority holder cannot enter under MERCP Act s 68 (restricted land) to be built as structures on 'agricultural land'.

Authorising an authority holder to enter any structure on private land, without the consent of the owner or occupier of that land, is not justified. It is a gross invasion of privacy and is not compatible with fundamental legislative principles or the Human Rights Act 2019.

11. *I respectfully request the Committee ask the department why owners and occupiers of land which is not in an authority area, must allow the authority to enter all of the structures on their land which are not used for residential or agricultural purposes, including a statement of compatibility with fundamental legislative principles and Human Rights Act 2019, and then consider that response.*

No consideration of obligations imposed by other Acts

Whilst it is arguable that access to all parts of agricultural land may be justified due to the purpose of the access being subsidence activities, and should result in greater protection and compensation of the land owner and occupier because the authority holder cannot avoid subsidence liability through the excuse of being restricted from access, there are inherent practical and legal complications for the owner and occupier of the land which the department has not addressed because the access does not require the agreement of the owner or occupier of the land or the authority which could be resolved by inserting a mandatory requirement for the authority holder to **make an appointment** with the owner or

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[48] Queensland Government, Restricted Land - Prescribed distances from restricted buildings and areas https://www.business.qld.gov.au/industries/mining-energy-water/resources/landholders/accessing-private-land/restricted-land

[49] Western Downs Planning Scheme, April 2019, 6.2.10 Rural Zone code https://www.wdrc.qld.gov.au/files/assets/public/v/1/business-amp-development/development/western-downs-planning-scheme/new-folder/part-6.2.10-rural-zone-code.pdf

occupier of the land to undertake the activity, which could not be reasonably refused and inserting ADR and Land Court provisions to suit as has been done by the insertion of s 51 (ADR) and s 53A (Land Court) in relation to access land under MERCP Act s47 (*Limited access to private land outside authorised area*).

The mandatory requirement for the authorised holder to make an appointment to access the private land is justified and essential for both *sustainable coexistence* and because owners and occupiers of land have legal obligations they must comply with under other legislation which it is apparent the department has not considered. For example,

1. Many residences provided to employees of agricultural businesses as part of their renumeration agreement are subject to the Residential Tenancies and Rooming Accommodation Act 2008 and use Form 18a General tenancy agreement[50]. Likewise, any farm residence let for rental would be subject to residential tenancy laws and likely use Residential Tenancy Authority Form 18a contract terms and conditions. These conditions include clause 19 vacant possession and quite enjoyment of the premises, which includes the residence's garden in the case of a farm residence, requiring 7 days notice [51] to enter the garden or undertake any activity relating to the exterior of the house. s 53D, by authorising unrestricted access to the residence other than the interior, will put the owner or occupier of the land at risk of being forced to act unlawfully under the Residential Tenancies and Rooming Accommodation Act 2008.
2. It is common on agricultural land for maintenance and construction work to be done in the hardstand area of the shed compound, and vehicles such as forklifts to be in use. Agricultural land is workplace under Queensland workplace laws. WorkSafe Qld says "*Even if you're self-employed, you're legally responsible for the health and safety of yourself and everyone who visits your place of work. This includes workers, clients, visitors and volunteers.*"[52] and the Qld Government says "*If you operate a business, you are legally required to provide and maintain a safe and healthy workplace for yourself and your workers, volunteers, customers and visitors.*"[53]
3. For intensive cropping land, there are regular oversize, and over width, machine and vehicle movements which have safety limitations e.g., cotton and grain harvesters which have reduced visibility for the driver, elevated sprayers which are often travelling on farm access tracks at high speed. Visibility for the driver can be obscured by very tall crops particularly on paddock corners e.g., maize silage. On intensively cropped agricultural land, the focus of the driver is not necessarily on the track they are driving upon, they may be inspecting the condition of the crop or particularly for furrow irrigated crops they may be inspecting the progress of the irrigation water. Agricultural machinery in intensive cropping areas is mostly

[50] Residential Tenancies Authority Form 18a General Tenancy Agreement https://www.rta.qld.gov.au/sites/default/files/2021-06/Form-18a-General-tenancy-agreement.pdf
[51] Residential Tenancies Authority Form 9 Entry Notice https://www.rta.qld.gov.au/sites/default/files/2021-06/Form-9-Entry-notice.pdf
[52] Worksafe Qld, Business and employer responsibilities, https://www.worksafe.qld.gov.au/safety-and-prevention/creating-safe-work/business-and-employer-obligations
[53] Business Qld, Health and safety rights and obligations, Business owners and employers, https://www.business.qld.gov.au/running-business/whs/safe/rights-obligations

equipped with complex GPS, operational and monitoring electronic equipment which require driver concentration and attention, so significant safety risk arises when people are on the land, that the driver of the vehicle, is simply not expecting to see.

12. *I respectfully request the Committee ask the department to explain if they have considered all of the other legal obligations owners and occupiers of private land are subject to, and how those owners and occupiers of land are able to comply with those obligations when the authority to enter granted under Division 4 provides the owner or occupier of the land no control over where the authority holder accesses, when they access, or what they do on the private land, including a statement of compatibility with fundamental legislative principles and Human Rights Act 2019, and then consider that response.*

No distinguishment of preliminary, and advanced, subsidence activities

Access for activities in authority areas is classified by the MERCP Act into either preliminary activities or advanced activities, yet there is no protection for owners or occupiers of land outside the authorised area because Division 4 contemplates only subsidence activities and access land rather than preliminary subsidence activities / access land and advanced subsidence activities / access land. This is not justified under fundamental legislative principles or the Human Rights Act 2019.

4. Under s 15A of MERCP Act, "*A* preliminary activity*, for a resource authority, is an authorised activity for the authority that will have no impact, or only a minor impact, on the business or land use activities of any owner or occupier of the land on which the activity is to be carried out.*
Examples— • walking the area of the authority • driving along an existing road or track in the area • taking soil or water samples • geophysical surveying not involving site preparation • aerial, electrical or environmental surveying • survey pegging"

5. In practical terms access is therefore restricted to zones where the authority holder plans to construct resource infrastructure e.g., CSG wells and pipelines; to environmental areas on the land; and to formed roads on the land necessary to undertake the resource activity. This is the type of access which is contemplated by the mandatory Land Access Code, and MERCP Act s 38 notice of entry requirements, not unrestricted open access to the entirety of the agricultural land as would be authorised under s 53D.

6. Under s15B of MERCP Act, "*An* advanced activity*, for a resource authority, is an authorised activity for the resource authority other than a preliminary activity for the resource authority.*"

All owners and occupiers of land in an authority area are legislatively protected by the distinguishment between activities which will have no, or only a minor impact ('preliminary'), and activities which have more than a minor impact ('advanced'). There is a significant difference between a preliminary and an advanced activity, yet under the amended div 4, there is no distinction between 'preliminary subsidence activities' and 'advanced subsidence activities'. There is only 'subsidence activities' under s 53C.

This means that *inside* an authority area, the authority holder is restricted, for land monitoring, baseline data collection and farm field assessment to preliminary activities,

whereas *outside* the authority area the authority holder may do either preliminary or advanced activities.

This means that for any subsidence activity which will cause more than a minor impact to the land, owners and occupiers inside an authority area must be consulted and agree to the activity before it can occur, whereas outside the authority area the authority holder can lawfully do whatever they like.

This is manifestly unfair. It is not justified under fundamental legislative principles or the Human Rights Act 2019. There is one subsidence management framework and *no reason whatsoever* that the authority holder should have *more rights* over land outside their authority area than within their authority area.

No requirement for confidentiality

Subsidence activities as defined in s 53C require the authority holder to collect a significant amount of information which also includes the owner and occupier of the land's confidential information, because s 53D gives the authority holder ability to enter the private land and gather information which would otherwise not be publicly available.

s 184LJ (*relevant holder must maintain confidentiality*) says "*This section applies if an owner or occupier of agricultural land in a subsidence management area gives a relevant holder for the area information under this chapter.*" This confines the authority holder's obligation to keep information confidential only to if that information is personally **given by the owner or occupier of the land**, and the land is also in an area declared under s 184BA(1) to be a '**subsidence management area**'. Otherwise, there is no requirement for the authority holder to ensure that the information it collects is kept confidential.

Information given to tenure holder for/during subsidence activities is not required to be kept confidential if a subsidence management area has not been declared

If, under the MERCP Act, a subsidence activity under the MERCP Act is undertaken and the owner or occupier of the land gives the authority holder information, the authority holder is not required under s184LJ to keep that information confidential.

Information collected by the tenure holder during access to private land for subsidence activities is not required to be kept confidential

s 53E (*Requirement on relevant holder who enters private land*) relates only to damage to structures and works on the land, inconvenience, and other damage. It does not impose confidentiality obligations on the authorised holder.

Under s 53D the authority holder is authorised to enter all parts of the land except for the 'inside' of structures used for residential or agricultural purposes. Thus, the authority holder, and its employees and contractors, who are not restricted from disclosure as described above, are lawfully able to disclose all the information they have collected while entering the private land. This includes information which they have seen while standing at a doorway or window of a residential or agricultural structure, as neither of these structures are open to the public. This is not justified or compatible with fundamental legislative principles or Human Rights Act 2019.

Some examples of potential consequences of not mandating confidentiality might be:

1) The authority holder's worker is at the pub with his mates and talks about the motor bikes and loose tools that he could see from the shed door. Word gets around and the farm is entered a couple of days later by unknown persons, the motor bikes and some of the tools are stolen.

2) The authority holder's worker is at her son's football game and gets into a conversation about the cost of fuel. She talks about the locations of the bulk fuel tanks she noticed on the farm. Word gets around and the farm is entered a couple of weeks later and 1,000 litres of fuel is stolen.

3) The authority holder's worker is at the gym and talks about feral pig activity on the farm and rear entrances to the farm. Word gets around and later that week, a group of people in a 4WD ute, armed with knives, firearms and savage 'pigging' dogs sneaks onto the farm after dark. They are discovered by the land owner who they bash, stab and leave to die. He survives but has a brain injury and other complications, so can no longer work.

4) The authority holder's worker is not required to have a blue card and is secretly a child molester. He observes a small child through the screen door of a residence while undertaking subsidence activities at the exterior of the house and later returns to the farm to abduct the child who is later found molested and deceased.

5) The authority (CSG) holder's worker, who is not required under MERCP Act to have made an appointment because notice of entry under s 39 has been given, starts working on subsidence activities outside the farm residence. Personal confidential medical records relating to a farm child, who is at school with the CSG worker's children, is visible through the window. The CSG worker repeats the information during dinner that night to his children, who spread the information around school, causing the farm child to be harassed and bullied. As a result, the farm child commits suicide.

These are scenarios some of which have happened and none of which are impossible.

13. I respectfully request the Committee ask the department for their justification in not requiring authority holder confidentiality of the information of the owners and occupiers of the land, including a statement of compatibility with fundamental legislative principles and Human Rights Act 2019, and then consider that response.

Unlimited legal liability & workplace risks imposed on owner or occupier of land

Workplace risks

As discussed above, there is substantive risk created for the owner or occupier of the land, when the Chief Executive authorises entry to the land under s 53D.

Legal liability risks

Authority holders will be entitled to enter the land:

- without any owner or occupier control
- without any requirement to consult with the owner or occupier of the land (other than imposed by the Land Access Code which is manifestly inadequate in relation to intensively cropped land)
- without the owner or occupier of the land's knowledge about where the authority holder goes, what they do, how they do it, or on what days or at what times within the notified period of entry the activity is to be done

For owners of land which the authority holder is authorised to cross they may undertake subsidence activity on other land, there is no requirement for notification of entry.

Requirements on relevant holder who enters private land

Under MERCP Act Chapter 3 (*land access*) Part 2 (*private land*) Division 4 (*access to private land outside authorised area*), agreement must be made for authority holders to cross land outside their authority area to enter their authority. Those landholders can deny entry if the authority holder refuses to agree to reasonable and relevant conditions offered by the owner or occupier.

Landholders outside of an authority area, for subsidence activities by the authority holder, have no power to deny entry or require agreement.

Under s 53E (*Requirement on relevant holder who enters private land*), the authority holder may damage the structures or works on the land, if the authority holder self-assesses the damage is necessary.

The authority holder may also cause inconvenience, and do damage, or contribute to damage, if the authority holder self-assesses it is insignificant.

The authority holder is not required to consult with the landholder about what "necessary" might be.

No penalty is applied to deter the authority holder from doing unnecessary damage or causing unnecessary inconvenience to the land or the landholder. This means if it will be more profitable to the *authority holder* to cause or contribute to unreasonable (for the landholder) damage, or unreasonable (for the landholder) inconvenience to the landholder, there is no incentive for the authority holder not do that damage or cause that inconvenience.

For the authority holder, they can 'do now' and 'pay later', in the knowledge that it is cost prohibitive and time consuming for most landholders to take Court action to recover compensation for damage and the department has not provided ADR access to the landholder.

Under MERCP Act Chapter 3 (*land access*) Part 2 (*private land*) Division 3 (*entry for advanced activities requires agreement*), the authority holder must make an agreement with the landholder for any activity which will cause more than a minor impact. The landholder outside of the authority area is unable to require an agreement.

Unrestricted, unagreed, access to private land outside of authority area is manifestly unfair. It is not justified or compatible with fundamental legislative principles or Human Rights Act 2019.

Any activity, which causes more than a minor impact, whether it be a subsidence activity or not, whether it is to be undertaken within the authorised area or outside of it, must require the authority holder to make agreement with the owner and occupier of the land.

Right to compensation for damage

Under s 53F (*Compensation for damage*) the authority holder is merely liable to compensate the landholder. The landholder has tortious liability for the authorised activities.

MERCP Act "53F Compensation for damage

The relevant holder is liable to compensate the owner or occupier of the private land for any cost, damage or loss the owner or occupier incurs that is caused by the holder undertaking a subsidence activity on the land."

The financial, and the 'life-cost' of landholder time

It is imperative that owners and occupiers of land who have been forced, for the benefit of private mining businesses and economic development of Qld to accept their land will subside from CSG mining, and accept the impact of that subsidence is so great that it requires managing, are compensated for the time they must spend so that an effective outcome is achieved for their land and business operations. Time spent away from the farming business and personal things comes with great financial and 'life-cost'. Owners and occupiers of land should not be required to effectively contribute their assets, their income, their superannuation, or their available valuable time which would have been spent growing those things, to instead grow the private enterprise profits of CSG miners or the CSG-royalty proceeds of the State.

Time spent on negotiation and agreement, management and mitigation of CSG-induced subsidence cannot be said to be time necessary to negotiate an agreement with an authority holder to access land to mine petroleum gas from the land.

All time spent in relation to CSG-induced subsidence is time spent helping the authority holder rectify damage which the authority holder has done to the landholder's land and business.

There is no reason which can be justified for the State to not require private enterprise CSG miners to properly compensate owners and occupiers of land for all the time they must spend away from their business and personal lives for an effective outcome to be achieved, including negotiation and preparation costs, whether those landholders be outside of the authority area or within it.

No limitation of the landholder's tortious liability for authority holder access and undertaking of authorised subsidence activities

Landholders within a petroleum resource area, are protected under s 563A (*Limitation of owner's or occupier's tortious liability for authorised activities*) of the Petroleum & Gas (Production & Safety) Act 2004 (P&G Act) which says:

> **P&G Act "*563A Limitation of owner's or occupier's tortious liability for authorised activities***
>
> *1) This section applies to an owner or occupier of land in the area of a petroleum authority if—*
>
> *a) someone else carries out an authorised activity for a petroleum authority on the land; or*
>
> *b) someone else carries out an activity on the land and, in doing so, purports to be carrying out an authorised activity for a petroleum authority.*
>
> *2) The owner or occupier is not civilly liable to anyone else for a claim based in tort for damages relating to the carrying out of the activity.*
>
> *3) However, subsection (2) does not apply to the extent the owner or occupier, or someone else authorised by the owner or occupier, caused, or contributed to, the harm the subject of the claim.*
>
> *4) This section applies—*
>
> *a) despite any other Act or law; and*
>
> *b) even though this Act or the petroleum authority prevents or restricts the carrying out of the activity as an authorised activity for the authority.*

5) *Subject to subsection (2), in this section, the terms claim, damages and harm have the same meaning that they have under the Civil Liability Act 2003.*"

Landholders outside an authority area are legally liable.

This is manifestly unfair. It is not justified and is not compatible with fundamental legislative principles or Human Rights Act 2019. It goes well beyond what is necessary for the State to do, to allow access to private land to undertake a subsidence activity.

Ability to obtain farm legal liability insurance

Farm public liability insurance covers policyholders against liability claims for property damage or personal injury as a result of their farm operations."[54] In June 2020, Australia's largest insurance company said it would no longer cover farmers for public liability if they have CSG infrastructure on their property.[55] At that time, access and activity by resource authority holders to land outside of their authorised areas for a subsidence management framework was not contemplated and not considered by the insurance industry.

On 3 March 2021, Gasfields Commission Queensland said that while not a 'one-size fits all" solution, a new indemnity clause which was developed for landholders, CSG industry and the insurance industry to use in agreement negotiations should enable owners and occupiers of agricultural land who have CSG infrastructure on their land to continue to be able to access insurance and be appropriately protected against loss.[56]

However, continued access to farm public (legal) liability is based on a combination of **agreement** having been made between the landholder and the authority holder which indemnifies the landholder, **statutory limitation of the landholder's tortious liability** for authorised activities (through s 563A of P&G Act), **and** the **terms and conditions of the insurance policy** of the insurer. For example, Insurance Australia Limited WFI Rural Plan Product Disclosure Statement[57] says in relation to its Farm legal liability policy:

"*What is not insured*

This policy does not insure You against a liability:

1) agreements

- *that arises pursuant to or in connection with an agreement, to the extent that in that agreement You:*
  - *expressly take on a liability which You would not have had if that agreement had not been made, unless the liability is in relation to a claim by a lessor for Damage to Property pursuant to the terms of a lease of premises which You lease and occupy in connection with the Farm Business; or*
  - *expressly give up a right which You would have had if the agreement had not been made."*

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[54] Gasfields Commission Queensland, UPDATE: Agreement Reached on Public Liability Insurance for Farmers, https://gfcq.org.au/public-liability-insurance-agreement/
[55] ABC News 10 June 2020, https://www.abc.net.au/news/2020-06-10/coal-seam-gas-farmers-queensland-insurance-pull-out-iag/12337156
[56] Gasfields Commission Queensland, UPDATE: Agreement Reached on Public Liability Insurance for Farmers, https://gfcq.org.au/public-liability-insurance-agreement/
[57] WFI Rural Plan Product Disclosure Statement 29 February 2024, https://www.wfi.com.au/documents/farm/rural/pds

My understanding is the critical failure of s 53F in relation to the legal liability of the owner and occupier of the land, and their ability to be able to continue to obtain the farm legal liability insurance cover which is essential for continuance of owning and operating agricultural land, is that the section:

(a) does not limit the landholder's tortious liability for claims arising from the authority holder access to the land for subsidence activities (and the crossing of land to access other land to undertake subsidence activities);

(b) no agreement is required for the authority holder to access and undertake activities on the land; and

(c) the terms and conditions of the farm legal liability insurance policy does not exempt the activity because there is no agreement between the authority holder and the landholder.

For example, in the following scenarios:

- The authority holder gives notice that the private land will be entered between 1 July 2024 and 30 June 2025 for subsidence activities. No restrictions can be imposed upon the access by the landholder, as this in not provided for in div 4. Due to this, the landholder has no idea about the date, time, or duration of the entry, what in particular is being done, or where they go or what they do on the land, other than they are not allowed to enter residential or agricultural use structures.

  The authority holder worker drives onto the top of the irrigation water storage dam bank, gets too close to the edge and rolls their vehicle down the wall of the dam, into the water. They are permanently injured and their passenger, another authority holder worker, drowns. The landholder, or their farm insurer if they have a farm legal liability insurance policy, may have liability to pay damages on a legal liability claim. If they do, the landholder, or the landholder's insurer, must then commence and fund legal action under s 53F against the authority holder to recover the legal fees paid in defending the legal liability claim, and any damages paid to the authority holder worker who survived and the dependents of the authority holder worker who died.

  In addition, the landholder may have legal expenses defending a workplace safety fine by the regulator, the cost of a fine, and the cost of funding legal action to recover from the authority holder under section 53F all the costs of the workplace liability as well as the losses caused to the business of the landholder and the cost of their personal time in dealing with the incident and consequential liability which was outside of their control. If you went to court to defend this situation, under the workplace health and safety and insurance the landholder would have to be seen to be taking reasonable steps to ensure they mitigated accidents and/or any loss. Under the proposed legislation the landholder/occupier is unable to meet these obligations.

- An authority holder worker enters the farm to undertake subsidence activities. They fall into a hole and break their leg, make a legal liability claim against the landholder (handled, defended and paid if required by their legal liability insurer), and an investigation is commenced by the workplace regulator. The farm insurer and the landholder must fund all the cost of their defence, any compensation payable and any fines payable, and then fund legal action under section 53F to attempt to recover from the tenure holder.

In my view, within a very short period of time, all farm legal liability insurers will refuse to insure owners and occupiers of land for which access has been given to authority holders under Division 4. Forced by law to allow access to authority holders for subsidence activities, those farmers will be:

- forced to stop farming due to being unable to obtain farm legal liability insurance cover, as the insurer and the landowner/occupier will not and cannot have any idea of what they are insuring to mitigate against.
- in technical default on their mortgage and business lending contracts with their bank as these require as a standard condition that adequate insurance cover is maintained[58].
- able to be foreclosed upon by their bank when the market value of their land declines due to it not being insurable and not be able to be used for farming purposes due to inability to obtain legal liability insurance for farming business.
- legally required to provide and maintain a safe and healthy workplace for themselves, their workers, and visitors, even though the authority holder has unrestricted access to their land for authorised activities and is not even required to make an appointment for that access - so could be doing anything, at any time, in any manner, in any part of the land without the farmer's knowledge, and also,
- funding legal action to try to recover costs, losses and damages from the authority holder under section 53F.

This is manifestly unjust. It is not justified and is not compatible with fundamental legislative principles or Human Rights Act 2019.

> *14. I respectfully request the Committee ask the department for their justification for not requiring agreement be made, and not providing limitation of owner's or occupier's tortious liability for authorised activities to any land on which an authority holder is undertaking an authorised activity requiring physical entry under Division 4, including a statement of compatibility with fundamental legislative principles and Human Rights Act 2019, and then consider that response.*

Clause 79 – amendment of s 54 (report to owners and occupiers)

It is essential that s 54 (*Report to owners and occupiers*) [**clause 79**] be amended to require that authority holders must report to the landholder about their subsidence activities on the land. However, the amendment is manifestly deficient because it fails to also require a report be given to the owner or occupier of the land which is authorised to be crossed so that a subsidence activity can be undertaken (as under s 53C the crossing of the land is not a subsidence activity), and because no distinction has been made in the Division between 'preliminary subsidence activities' and 'advanced subsidence activities', the result of which is that the landholder is unable to make legal declaration in relation to their grain commodity being delivered/sold because they do not have all of the information they require to make the declaration.

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[58] National Australia Bank, Mortgage Memorandum of Common Provisions, 2023, Queensland No. 722724050, clause 4

Owners and occupiers of agricultural land who grow crops have declaratory obligations relating to safety and traceability. If these cannot be fulfilled, the landholder is unable to sell the commodity they have produced. Declarations made have legal significance, and regulatory authorities may take legal action, and purchases may seek damages, if information is not correct. For example, SafeMeat commodity vendor declaration[59] Mungbean grower commodity declaration[60] and the Grain commodity vendor declaration[61].

Under MERCP Act s 54 through MERCP Regulation s 23, the authority holder must give a report to the landholder providing information about the authority holder's activities on the land within 3 months of the end of each 12-month period of access, unless otherwise agreed. Because crops are grown and generally sold before the tenure holder report to owner or occupier must be given, this puts the landholder in the position of having to make declaration about the grain without full knowledge. A substantial amount of grain is sold or delivered at the point of harvest, rather than being stored on the property in silo structures. This means that information must be available to the landholder at the point of harvest and in a timely manner for continuation of their business.

For landholders within an authority area, authorised activities are classified as 'preliminary' or 'advanced' so the landholder has some protection and surety and can make commodity declarations because application of chemical or waste on the land could not be classed as a 'preliminary' activity' under the MERCP Act. It also means that under the MERCP Act the tenure holder must have an agreement with the landholder before such application could occur, and the landholder is able to require a condition in the agreement which prohibits the application of chemicals and waste to the land.

In Division 4, there is no distinction between 'preliminary subsidence activities' and 'advanced subsidence activities', and the Division authorises the authority holder to have unlimited access so the landholder has no control over the access, meaning the authority holder can go wherever they like, whenever they like, and do whatever they like, for however long they like on the land, and does not have to report to the landholder about what they have done on the land until more than a year after the grain needed to be sold, depending on when the grain was harvested and when the tenure holder is required to report to the landholder.

This means that the landholder must either store their grain (which is a food) for up to 15 months until the tenure holder makes their report, which would have severe financial implications for the landholder, or make a false declaration on the commodity declaration, which has legal implications and puts at great risk the domestic and international reputation of the Australian Grain Industry with potential catastrophic implications for the landholder (the grower) if say a shipload of grain, or meat, was found to contain traces of chemicals, or waste contamination was found in or on the grain. That is assuming the authority holder will release the information to the landholder/occupier. MERCP Regulation 2016 section 23(3) says

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[5959] Meat and Livestock Australia https://www.mla.com.au/globalassets/mla-corporate/meat-safety-and-traceability/documents/commodity-vendor-declaration.pdf

[60] Australian Mung Bean Association http://mungbean.org.au/assets/vendor-declaration-2022-23-approved-eform.pdf

[61] Grain Trade Australia https://www.graintrade.org.au/sites/default/files/GTA%20Commodity%20Vendor%20Declaration_Updated_May2012.pdf

"The report must state –

(a) whether or not any activities were carried out on the land; and

(b) if activities were carried out on the land –

(i) the nature and extent of the activities; and

(ii) where the activities were carried out."

The authority holder could say "subsidence activity farm field assessment was carried out on land parcel lot X on plan Y", and the landholder would have to commence legal proceedings to obtain a decision whether that was a compliant 'Report to owner or occupier' under section 54 of MERCP Act or not. Meanwhile, the landholder may be unable to sell his grain.

There is no reason why the landholder outside of the authority area should be given less protection under the MERCP Act than the landholder within the authority area.

This is manifestly unjust. It is not justified and is not compatible with fundamental legislative principles or Human Rights Act 2019.

15. I respectfully request the Committee ask the department for their justification for not requiring a report be made to the owner of land which is crossed, and not distinguishing between 'preliminary' and 'advanced' subsidence activities in relation to the implications for the owner or occupier of the land ability to make declaration in order to sell and/or deliver their grain , including a statement of compatibility with fundamental legislative principles and Human Rights Act 2019, and then consider that response.

Clauses 80 to 86 – ADR, Land Court, material changes and negotiation and preparation costs

I support landholder right to access ADR and Land Court for dispute resolution for any matter relating to authority holder access to private land, whether it be outside of, or within the authority area, including matters relating to material changes in circumstances and negotiation and preparation costs.

There should be no circumstance in which an authority holder is able to choose that the dispute is subject to arbitration without the agreement of the landholder, because proper democratic processes, fundamental legislative principles, and Human Rights require that landholders are able to seek a decision from the Court.

Clause 87 – Chapter 5A CSG-induced subsidence management

As a landholder who is already suffering critical consequences as defined by/in this Bill as a result of CSG-induced subsidence caused by Arrow Energy (Arrow) as outlined above, I consider it essential that laws be made to establish a framework to properly manage CSG-induced subsidence, make resource authority holders take actions to manage the subsidence, and also make those holders pay proper compensation to the owners and occupiers of land whose assets, businesses and life is being damaged by the consequences of the subsidence.

Leaving Arrow Energy, a private enterprise CSG miner, to voluntarily manage the consequences of, and pay compensation for, the damage, costs, and losses they have

caused and will cause from CSG-induced subsidence has failed. Private Enterprise purpose is to make profits for its investors. The least delays they have, the least actions they must take, and the least compensation they must pay for damage, costs, and losses they cause to landholders, the region, and the State, the more successful they will be as Private Enterprise and the more money they will make for their private owners.

The forced subsidization by landholders of private enterprise CSG mining profits, and CSG mining royalty income of the State from the assets, income, and 'life' of the landholder, through the failure of the State to properly regulate and oversee the onshore gas mining industry, must stop.

Fundamentally the reservation of the CSG from the freehold land title (and other land title), is between the State and the Land Title holder (landholder). The State's lease arrangements with resource authority holders do not absolve or transfer the underlying obligation of the State to not unduly interfere with the lawful activities of the landholder, particularly those with Freehold Title, and most certainly do not release the State from its liability to compensate the landholder for all damages, costs, and losses sustained by the landholder during the access to, and mining of, the coal seam gas from their land.

Arrow Energy has been in operation for almost two decades, and it has been more than a decade since its Surat Gas Project was approved. Arrow has spent that decade in full knowledge that their CSG-mining operations would cause subsidence to the land, and that there was a real risk of extensive disruption to pre-existing intensive cropping and irrigated cropping land use[62]. A reasonable person would consider that Arrow's failure to collect the baseline information required to prove its liability has been a deliberate action, driven by their primary purpose which is to make the maximum return for its private owners. Now that there is growing evidence of CSG-induced subsidence from other sources including imagery and geospatial analytics, and Arrow's own data even though manifestly inadequate, so Arrow has found itself in the position of being *unable to prove that it has not caused damage from subsidence caused by its CSG mining actions*.

The actions, and inactions, "desktop assessment" of CSG-induced subsidence damage to farms and simple lack of understanding of intensive cropping on floodplains, by the supposedly independent Qld Office of Groundwater Impact Assessment (OGIA) and supposedly independent Commonwealth Independent Scientific Expert Committee for Coal Seam Gas and Long Wall Coal Mining (IESC) have exacerbated the damage to farmland and the costs and losses borne by farmers.

Secrecy and personal attack on myself from simply wanting to know why the OGIA 2021 modelling of the subsidence to our paddock did not bear any relationship to the subsidence we knew had actually happened in the paddock – because you know as a farmer whose families have been farming in this area for more than 80 years that tractors don't suddenly start getting bogged in a paddock unless there is an underlying problem – led to Right to Information (RTI) release[63] confirming that OGIA does not have any scientific basis for its claim that LiDAR survey data is suitable for comparative use from year to year. OGIA's

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[62] Department of Climate Change, Energy, The Environment and Water, Freedom of Information Release 76290, copy of the unpublished Coffey Geotechnics 2013 report for the IESC, pg 2 https://www.dcceew.gov.au/sites/default/files/documents/76290.pdf

[63] Department of Regional Development, Manufacturing and Water, Disclosure Log, 22-043 released 1 August 2022, 22-043, Copy of '*Assessment of CSG-induced subsidence in the Surat CMA (OGIA21CD19)' which is listed as reference 'OGIA 2021'*, at section 3.2.4 https://www.daf.qld.gov.au/__data/assets/pdf_file/0010/1672993/22-043.pdf

scientific methodology consisted only of comparing the datasets taken at about the same time of a few different survey methods, rather than proper scientific process of considering how the methodologies compared over time to identify and measure subsidence in a way that could be used by a landholder to prove subsidence and obtain compensation in Court.

While it seems this framework is set to be based on LiDAR, because that is the method OGIA has mandated, landholders and the State remain at extreme risk because having mandated that LiDAR is the data to be used, OGIA has then disclaimed it as being unable to be relied upon for any purpose including legal proceedings[64].

Also revealed in the RTI was that the OGIA subsidence model was structurally incapable of modelling subsidence at the scale required to be relative to the CSG-induced subsidence occurring in our paddock, and that the OGIA analysis of slope which underpinned its risk to agricultural land analysis was based on a 9 second DEM i.e., a 250m2 grid of average slopes which was totally unsuitable for large areas on a floodplains and particularly irrigated farmland where the high walls of irrigation water storage dams and channels would be averaged in.

Absence of proper scientific technical review processes for OGIA modelling was revealed through RTI[65], leading to the requirements in this Bill in relation to technical review of subsidence modelling and reporting. There are manifest inadequacies in the OGIA 2021 UWIR 2021 subsidence model.

The failure of 'proper science' has been continued by the IESC, who in a recent publication on subsidence authored by an Associate Professor of the University of Queensland (UQ) which receives substantial funding from the onshore gas industry. The writing of the publication was contributed to by Arrow Energy, who is the CSG-miner that is causing so much damage to agricultural farmland, whilst refusing to manage that subsidence or compensate farmers such as myself, that this Bill has been written.

The report says "*An example of current best-practice subsidence monitoring is documented in Arrow Energy's 2022 Water Monitoring and Management Plan (Arrow Energy 2022)*"[66] however, despite the importance of the document, it is apparent that neither the IESC, nor the international peer-review they commissioned, sought specialist agricultural advice or bothered to read the Arrow Energy 2022 reference prior to endorsing the Arrow 2022 WMMP as best practice, because on enquiry I found that it is not publicly available (which breaches research protocols for a scientific publication reference), the IESC will not provide a copy (likely because they do not have a copy), Arrow Energy has ignored my request for a copy, and Freedom of Information has confirmed that the Cth. Department of Climate Change, Energy, the Environment and Water (DCCEEW), who regulates Arrow's Cth environmental approvals and thus approves its WMMP, does not have a copy, and that the Arrow Energy

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[64] OGIA, LiDAR Elevation Profile Tool.V8 Important Information, 19 April 2024, https://www.rdmw.qld.gov.au/__data/assets/pdf_file/0003/1713837/lidar-tool-readme.pdf

[65] Department of Regional Development, Manufacturing and Water, Disclosure Log, 22-175 released 22 October 2022, 'All documents relating to peer review of Office of Groundwater Impact Assessment (OGIA) subsidence model, during the period January 2021 to 22 November 2022, https://www.daf.qld.gov.au/__data/assets/pdf_file/0008/1786085/22-175.pdf

[66] IESC, Information Guidelines Explanatory Note, Subsidence associated with coal seam gas production, 2024 pg 52 https://www.iesc.gov.au/sites/default/files/2024-02/information-guidelines-explanatory-note-subsidence-associated-with-coal-seam-gas-production.pdf

2022 WMMP is not an official WMMP because it has not been approved by the Cth. Minister for the Environment.[67]

Although apparently 'ethical research' to include and endorse the secret unapproved Arrow Energy 2022 WMMP, the author of the IESC report did not also seek information from myself about our land which known as being 'ground zero' so to speak for critical consequences to crop growing from CSG mining induced subsidence. Rather than contacting me for information, the author chose to merely do a 'desktop assessment', based on information provided by contributing author Arrow Energy, who has an absolute conflict of interest due to being the CSG miner who has caused the subsidence damage to our land.

A reasonable person would be justified in questioning if the UQ has been caught up in money-for-science through their UQ Associate Professor authoring a report commissioned by the "independent" IESC, which Arrow Energy contributed to writing[68] and which references and endorses a secret Arrow Energy unapproved WMMP. Aside from concerns about the "independent" IESC now having materially misled the public on scientific matters, the damaging outcome for landholders is that Arrow Energy will be able to reference this "independent" IESC report as independent evidence that their CSG-induced subsidence monitoring activities are 'best practice'.

Broadly speaking I support the introduction of Chapter 5A (*CSG-induced subsidence management*) [**clause 87**] as it is necessary, however some of the sections in this chapter of the Bill are manifestly unjust, do not align with the State Planning Policy Agriculture, and are not compatible with fundamental legislative principles or Human Rights Act 2019. They also defeat one of the primary objectives of the MEROLA Bill 2024, which is 'sustainable coexistence'.

The Minister for Resources and Critical Minerals has said "*The Queensland Resources Industry Development Plan (QRIDP) recognises that sustainable coexistence between the resources and agricultural sectors is critical to ensuring the state continues to realise the benefits from these industries.*"[69], therefore presumably the Queensland Government desires a CSG-induced subsidence management framework that **works** so that sustainable coexistence existence can be achieved as far as possible and also to avoid decades of landholder anger, sorrow, mental health damage, suicide and discontent being played out in the media, the Courts, and on the international stage destroying the social licence of the *entire* onshore gas industry *and* the Qld Government.

The Committee must consider the justified "need" for sustainable continuity of agriculture and what is required for that, takes precedence over the unjustified profit driven "want" of Arrow Energy not to have to bear the cost and operational time of properly managing and compensating for the damages, costs, and losses which it has had decades to prepare for and budget for, but chose not to. Damages, costs, and losses which its CSG-mining activities have caused, are causing, and will continue to cause, particularly as it is undisputable that Arrow knew its activities would cause subsidence, as did Government, as

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[67] Department of Climate Change, Energy, The Environment and Water, Freedom of Information Decisions LEX-76721, LEX-76720,

[68] IESC, Information Guidelines Explanatory Note, Subsidence associated with coal seam gas production, pg 1 Acknowledgements https://www.iesc.gov.au/sites/default/files/2024-02/information-guidelines-explanatory-note-subsidence-associated-with-coal-seam-gas-production.pdf

[69] MEROLA Bill 2024 Statement of Compatibility, Enhanced Coexistence Arrangements, pg 1

evidenced by the IESC who gave warning in 2014 about the area where our damaged farm is located when it said,

"*There may be a concern in Australia in areas where shallow coal seam targets immediately underlie alluvial systems, such as the Condamine Alluvium in Queensland. In this situation, propagation of dewatering effects may lead to direct settlement in the unconsolidated sediments. However, coal seam gas operators are unlikely to have an interest in developing coal seam gas wells in areas where there is extensive connectivity between the coal seams and over- and under-lying formations.*" [70]

In full knowledge that CSG mining here was extremely risky, Arrow went ahead and did it anyway, contriving to escape liability, duty and responsibility by manifestly failing to comply with its EPBC 2010/5344 approval conditions and not collecting baseline information suitable to prove it was the cause of CSG-induced subsidence damage.

Part 1 s 184AB Definitions

agricultural land

"means private land used for agricultural purposes"

The IESC has confirmed that CSG-induced subsidence is a risk to farm irrigation infrastructure and water storage dams (agricultural dams)[71]. It is not clear from the definition of 'agricultural land' in s 184AB that agricultural dams and associated infrastructure are included.

Our decades-old agricultural dam of about 1,200 megalitres in volume, which Arrow Energy secretly and unlawfully under drilled with a directional CSG well in 2018, in the absence of any changes other than the CSG well, unexpectedly started seeping water out the bottom at the rate of hundreds of millions of litres a year in 2021.

16. *I respectfully request the Committee clarify with the department that the definition of 'agricultural land' includes agricultural dams and associated infrastructure.*

undertake a farm field assessment of agricultural land, for a relevant holder for a subsidence management area

"means—

(a) undertake a farm field assessment of the agricultural land; or

(b) if the relevant holder is not appropriately qualified to undertake a farm field assessment of the agricultural land—ensure a farm field assessment of the agricultural land is undertaken by an appropriately qualified person."

Undertaking a farm field assessment (FFA) will require persons of several different qualifications, yet the definition under s 184AB of undertaking a farm field assessment refers to a 'person' in the singular. For example, a farm field assessment may require an

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[70] IESC, Background review Subsidence from coal seam gas extraction in Australia, June 2014, *7.2 Summary: coal seam gas extraction and subsidence*, pg 49

[71] IESC, Information Guidelines Explanatory Note, Subsidence associated with coal seam gas production, *4.2.2 Impacts on water infrastructure and environment*, pg 41 https://www.iesc.gov.au/sites/default/files/2024-02/information-guidelines-explanatory-note-subsidence-associated-with-coal-seam-gas-production.pdf

agronomist, a soil scientist, an engineer qualified in irrigation systems or flooding, a structural engineer.

The Gasfields Commission Queensland in its 2023 '*Potential consequences of CSG-induced subsidence for farming operations on the Condamine alluvial floodplain final report*' found that each farm is different[72]. Limiting of the definition the 'singular' could be exploited by the authority holder with the outcome being a manifestly inadequate FFA. All the appropriately qualified **persons** needed must be required to be engaged in the FFA process.

17. I respectfully request the Committee clarify with the department that the definition of 'undertake a farm field assessment of agricultural land, for a relevant holder for a subsidence management area' will require all appropriately qualified persons needed.

Part 2 Subsidence Management Area

I support these measures.

Part 3 Subsidence Impact Report

I support these measures subject to the following comments:

184CA OGIA to give proposed report to chief executive

s 184CA(1)(b)(iii) will simply be a short statement saying whether the technical reference group is of the view that the scientific methods used in the proposed report are fit for purpose. For accountability, transparency, and to ensure that the peer-review process is as robust as possible, the outcome of peer reviews must also be required to provide its statement of reservations including recommendations from the technical reference group about the scientific methods.

184CF Submissions summary

s 184CF should include a requirement that all the submissions are provided to the technical reference group, together with a copy of the submission summary.

184CG Peer review by technical reference group

Peer review by a technical reference group is not robust enough given OGIA's level of responsibility and the risk CSG mining imposes on landholders. Put simply, it is just not good enough. There should be a Board, as there is for Gasfields Commission Queensland and the Land Access Ombudsman. It does not make sense that two entities which create little risk have robust governance and the entity which effectively oversees billions of dollars of private investment in agriculture and related upstream and downstream businesses. No Board to provide oversight means no proper governance, no proper accountability, no proper transparency, and no proper oversight.

Absence of a Board is manifestly unjust to landholders and the agricultural sector, it is not justified, and it is not compatible with Human Rights Act 2019. It also erodes the social

[72] GFCQ Potential Consequences of CSG-induced subsidence for farming operations on the Condamine alluvial floodplain, pg 4, https://gfcq.org.au/wp-content/uploads/2023/07/Potential-consequences-of-CSG-induced-subsidence-final-report.pdf

licence of Government and the resource industry which funds OGIA, as well as raising justified questions about why the Minister does not consider that OGIA needs a Board.

184CG(5)(b) relevant expertise should include agricultural expertise

OGIA does not have any agricultural expertise whatsoever. In my experience and put simply, they have no idea about intensive cropping on a floodplain. This has been very detrimental to landholders like me, who are already adversely impacted by subsidence caused by Arrow Energy CSG mining and whom OGIA has viewed as a threat to their modelling simply because the subsidence which is physically developing in our paddocks does not match their modelling. This is untenable and must stop.

It should be mandatory under s 184CG(5)(b) that a person with relevant agricultural expertise is required to be a member of the group, and a representative, with relevant experience, from the Department of Agriculture and Fisheries (DAF).

184CQ Tabling requirement

Section 184CQ(2) requires that the Subsidence Impact Report be tabled in Parliament. The MEROLA 2024 Bill Explanatory Notes say[73] "*This ensures the subsidence impact report that imposes obligations on relevant petroleum resource authority holders with an interest in the land is subject to adequate Parliamentary scrutiny.*".

The Queensland Parliamentary Procedures Handbook explains that 'parliamentary privilege' gives certain rights and immunities including "*the right of free speech in parliament without liability to action or impeachment for anything spoken therein, including immunity of Members from legal proceedings for anything said by them in the course of parliamentary debates ..*" [74] and that 'proceedings in the Assembly' include "*a document tabled in or laid before, or presented or submitted to, the Assembly, ..*"[75]

There is no information in the Explanatory Memorandum of the Bill about possible legal consequences for landholders ability to seek compensation from the State due to the Subsidence Impact Report having parliamentary privilege. A reasonable person might question if the reasons for the tabling may include limitation of liability risk of State in relation to the contents of the report, protection of the State for corrupt actions (if any), lack of confidence in the report by the State, limitation of the liability risk of the State to landholders in relation to OGIA having *mandated* the use of LiDAR as a topographical dataset which must be used for land monitoring and for baseline data for agricultural land, while saying in its Elevation Tool disclaimer about the LiDAR data,

"*The information contained herein is subject to change without notice. The Queensland Government shall not be liable for technical or other errors or omissions contained herein. The user accepts all risks and responsibility for losses, damages, costs and other consequences resulting directly or indirectly from using this information.*"[76]

and in response to questions,

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[73] MEROLA 2024 Bill Explanatory Notes, pg 61

[74] Qld Parliamentary Procedures Handbook, *18.1 Privileges of the Legislative Assembly, pg 71*

[75] IESC, Information Guidelines Explanatory Note, Subsidence associated with coal seam gas production, pg 72 https://www.iesc.gov.au/sites/default/files/2024-02/information-guidelines-explanatory-note-subsidence-associated-with-coal-seam-gas-production.pdf

[76] OGIA, LiDAR Elevation Profile Tool v8, 19 April 2024

"*I hear that LiDAR accuracy is only ±50mm, so how can this be relied upon, when subsidence is also within that range? LiDAR is more useful for establishing baseline landform and comparing overall change in slope over time. It lacks sufficient accuracy for assessing changes to ground elevation at a particular point over time. Repeated surveys for the same location may be vertically offset by 50 to 100mm. OGIA does not recommend using LiDAR data to assess or compare changes in ground motion at a particular location.*"[77].

18. I respectfully request the Committee to seek clarification from the department about if the tabling of the Subsidence Impact Report would reduce the risk of legal proceeding against the State in the case of obvious errors in the report or misleading statements in the report and provide the response.

Part 4 Identification, assessment and monitoring of impacts of CSG-induced subsidence

Division 1 Land Monitoring

I support these measures subject to the following comments:

184DB What is land monitoring of agricultural land

Noted above at s 184AB (*definition of agricultural land*), the IESC has confirmed that CSG-induced subsidence is a risk to agricultural dams[78].

It is not justified that the definition of 'land monitoring 'under s184DB excludes monitoring of agricultural dams (e.g., sub-surface surveys and water level monitoring).

As described already in this submission, our agricultural dam started losing millions of litres of water a few years after Arrow Energy dug an unlawful directional CSG well under it. Arrow has made clear to us that their view is that our dam might have started losing water, but it was up to us to prove it, which in their view they had no confidence we could do, because there was no baseline data or monitoring data from prior to their mining of CSG.

There is no baseline data or monitoring data because Arrow Energy, and Government, promised that agricultural use of land, and irrigation water, would not be impacted or damaged by CSG-induced subsidence.

My understanding of the mechanism by which our dam is leaking is as follows:

- Arrow is mining gas from the Walloon Coal Measures (WCM) by pumping out all the water to depressurise it so gas can flow
- The Springbok Sandstone aquifer above the WCM is hydraulically connected to the WCM so the water in the Springbok is dribbling down into the WCM
- The Condamine Alluvium between the surface and the Springbok is extremely thin because we are on the western edge of it, and it does not have a 'transition layer' to slow water from dribbling downwards out of it

[77] OGIA, Your questions answered https://www.ogia.water.qld.gov.au/questions-answered
[78] IESC, Information Guidelines Explanatory Note, Subsidence associated with coal seam gas production, *4.2.2 Impacts on water infrastructure and environment*, pg 41 https://www.iesc.gov.au/sites/default/files/2024-02/information-guidelines-explanatory-note-subsidence-associated-with-coal-seam-gas-production.pdf

- Before Arrow Energy dug their unlawful directional CSG well under our dam, very little of the water in our dam could go downwards because there was already water under it, but Arrow has and is extracting the underground water to mine the gas
- Subsidence has caused tiny fractures in the underground, opening new pathways for underground water to flow vertically and horizontally, and so
- Water is now seeping out of the bottom of our dam into the underground.

Irrigation water is extremely valuable and when you suddenly don't have water which you have historically been able to use, it makes a huge hole in your budget and your taxable profit. For example, if you are unable to irrigate 100 hectares of cotton because water had been lost from an agricultural dam, the reduction in yield of the paddock would be about $600,000 *every year*. There are *tens of thousands* of hectares which rely on water stored in agricultural dams in the Arrow Energy CSG mining project area.

The omission of agricultural dams from the s 184DB definition of 'land monitoring' is manifestly unjust and is not consistent with fundamental legislative principles or Human Rights Act 2019.

The definition should be amended to say something like "*Land monitoring of agricultural land, is the ongoing monitoring of the land to obtain information about changes in relation to the land, including any changes to the drainage, slope or form of the land* ***or agricultural dams on the land*** *that may have happened because of ground motion or CSG-induced subsidence.*"

184DD Method of undertaking land monitoring

I have significant concerns about what type of monitoring would be regarded under s 184DD(b) as '*best practice industry standards for carrying out work similar in nature to undertaking monitoring of agricultural land*'. It should be specified in this section that the monitoring must be suitable and relative to the agricultural use of the land.

The authority holder could comply with this requirement by collecting data about agricultural land which complies with the best practice standard for collecting data about agricultural land for environmental reporting purposes.

section 184DD(b) should say something like "*if there are no prescribed requirements for undertaking the land monitoring—best practice industry standards for carrying out work similar in nature to undertaking land monitoring of agricultural land* **for agricultural purposes**.*"*.

184DF Giving information from land monitoring to owners & occupiers of agricultural land

s 184DF, which requires the authority holder to give the landholder information within 10 days is essential. When CSG-induced subsidence creates an impact to an intensively cropped paddock, landholders need information straight away because the landholder starts incurring losses straight away.

Currently, Arrow Energy collects the data, owns the data, processes the data, and has no obligation to give any data to the landholder. No process can be started to work through subsidence measures until the data is received. Not being able to get it is a huge roadblock for the landholder. The longer the authority holder can delay giving information the longer it is until they must start doing something. Meanwhile, the landholder must somehow fund the losses, the costs, and the cost of remediating the damage.

Landholder's experts will likely need the data of surrounding and upstream land should legal action be required because CSG-induced subsidence can interfere with water that flows on and off the land.

Division 2 Baseline Data Collection

I support these measures subject to the following comments:

184EB What is baseline data collection for agricultural land

As described above at s 184AB (*definition agricultural land*) and 184DB (*definition land monitoring*), it is not justified that the definition of '*baseline data collection* 'under s184EB excludes baseline data collection for agricultural dams (e.g., sub-surface surveys and water level monitoring).

The omission of agricultural dams from the s 184EB definition of 'baseline data collection is manifestly unjust and it not consistent with fundamental legislative principles or Human Rights Act 2019.

The definition should be amended to say something like "*Baseline data collection, for agricultural land, is the collection of data at a point in time to obtain information about the land* ***and agricultural dams on the land*** *before CSG-induced subsidence happened on the land, including the drainage, slope, form and use of the land.*"

184ED Method of undertaking baseline data collection

I have the same concerns about what type of monitoring would be regarded under s 184ED(b) as '*best practice industry standards for carrying out work similar in nature to undertaking baseline data collection for agricultural land*'. It should be specified in this section that the baseline data must be suitable and relative to the agricultural use of the land.

The authority holder could comply with this requirement without having to collect any data which is of any use for later identifying subsidence impacting the agricultural use of the land, by collecting data for environmental purposes, which is best practice standards for collecting data about agricultural land, for environmental purposes.

s 184ED(b) should say something like "*if there are no prescribed requirements for undertaking the baseline data collection—best practice industry standards for carrying out work similar in nature to undertaking baseline data collection for agricultural land* ***for agricultural purposes****.".*

Division 3 Farm Field assessments

I support these measures subject to the following comments:

Need for landholder to elect to give access to restricted land

For the subsidence management framework to function as intended, the provisions of the MERCP Act which enable an unscrupulous authority holder to rort the framework by avoiding, or prevent an authority holder from doing land monitoring, baseline data collection, and farm field assessment on land which is restricted within authorised areas (e.g., within 200m of, or 600m for petroleum resource authorities granted prior to 27 September 2016 of a residence), must allow landholders to elect on Notice of Entry that authority holders are able to undertake subsidence activities within those areas in regulated circumstances, e.g., where an appointment is made at suitable time for the landholder and the landholder is compensated for their time and losses incurred during time spent supervising that access.

Requirement for authority holder to maintain strict confidentiality must be mandatory.

Need for landholder to elect to give access to small land parcels and organic farms

Likewise, the same election must be able to be made in relation to subsidence activities which would otherwise be advanced activities only because of the operation of MERCP Act 15B(2) i.e., (a) land less than 100ha used for intensive farming or broadacre agriculture, or (b) organic or bio-organic farming system if those were somehow considered to be affected.

Need for another Land Access Code for subsidence activities

The existing Land Access Code under MERCP Act s 36 was written to suit the livestock grazing agricultural sector. It must be recognised that it is not suitable for subsidence activities, particularly those undertaken in intensively cropped and irrigated areas.

Ordinary cropping activities are often at short notice, time-critical, and/or weather dependent including for example, planting, insecticide, weedicide, fungicide application by ground or air, irrigating, crop harvesting, grain/cotton/silage harvest and cartage, bulk supplies delivery, farm infrastructure maintenance and upgrades including irrigation, flood water harvesting, feral animal control.

Most of these activities do not 'fit' into the Land Access Code and have substantial workplace safety conflicts with unimpeded authority holder access for subsidence activities. For agriculture to continue, it is imperative that farm legal liability insurers do not exit the insurance market.

A *Land Access Code for Subsidence Activities on Agricultural Land* is an absolute essential to the successful operation of the subsidence management framework, and for there to be any hope of *sustainable coexistence*.

184FB What is a farm field assessment of agricultural land

The MEROLA 2024 Explanatory Note explains about s 184FB,

"More than minor in this section has not been defined as it provides a general threshold that needs to be considered when undertaking a farm field assessment, and the considerations of each individual farm field and the agricultural activities occurring on the land.".

The principle of "*what is regarded as 'more than a minor impact' on one farm, may not be on another as every farm is different*", is core to the successful implementation and operation of the subsidence management framework.

184FB What is a farm field assessment of agricultural land

Assessment of agricultural dams, which are one of the most critical things for an irrigated agricultural farm, yet they have been omitted from the definition of what a farm field assessment is under s 184FB.

As I have already said in my submission for s 184AB (definition of agricultural land), s 184DB (definition of land monitoring), and s 184EB (definition of baseline data collection), the IESC has confirmed that agricultural dams are at risk[79] and omission of agricultural dams from the subsidence management framework is manifestly unjust.

[79] IESC, Information Guidelines Explanatory Note, Subsidence associated with coal seam gas production, 2024 pg 41 https://www.iesc.gov.au/sites/default/files/2024-02/information-guidelines-explanatory-note-subsidence-associated-with-coal-seam-gas-production.pdf

Risks to agricultural dams include hydraulic impacts and structural impacts and possibly other impacts.

Omission of agricultural dams from this subsidence management framework will undermine the social licence of the State and the onshore gas industry, as well as destroy any hope of sustainable coexistence. Distraught irrigators who find themselves in the same position of as us with our leaking dam and Arrow Energy's position of 'it's leaking but you prove we did it', find that they have no clear pathway to compensation and no data to base a compensation claim on. The State has no mechanism to manage CSG-induced subsidence damage to agricultural dams or prevent damage to other dams should the problem spread across the irrigated cropping area in and adjacent to Arrow's authority areas. The irrigated cropping industry generates billions of dollars of income which the State and the Darling Downs Region is heavily reliant upon.

The omission of agricultural dams from the s 184FB definition of farm field assessment of agricultural land is not consistent with fundamental legislative principles or Human Rights Act 2019.

s 184FB(1) should be amended to clearly include assessment of agricultural dams.

184FC Restriction on starting to produce coal seam gas using particular petroleum wells

s 184FC (*restriction on starting to produce coal seam gas using particular petroleum wells*) appears to have been drafted on the assumption that a cadastral boundary line is able to stop CSG-induced subsidence from occurring. This is nonsensical, because the OGIA UWIR 2021 found that subsurface depressurisation (which is a cause of CSG-induced subsidence) will extend radially away from a well over time typically to about 10km within 2 to 3 years.[80]

This section permits mining to start from the well without farm field assessment being undertaken of neighbouring land which will subside from the mining of gas from the well. It also permits mining to start if the authority holder pays enough money to the landowner to get them to agree.

Where the authority holder is prohibited from commencing production from CSG wells prior to farm field assessment, and where that leads to a subsidence management plan, production of gas should be prohibited until the subsidence compensation agreement is made. Authorising mining to commence prior to agreement with the landholder being made, is pre-emptive, elevates the rights of the authority holder who will be damaging the land unjustifiably over the rights of the landholder whose land will be irreparably damaged, and it is not justified.

Arrow Energy secretly and unlawfully dug wells onto our land from neighbouring land, some of which they owned through a related company. Although Minister Stewart fined Arrow Energy $1 million for this offence, and despite the mandatory conditions of its petroleum lease requiring Arrow to have made agreement with us prior to digging any wells into our land[81], Minister Stewart failed to required Arrow to take any action to correct its trespass.

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[80] OGIA UWIR 2021 for the Surat CMA, section 7.3.1 Conceptual basis for CSG-induced subsidence https://www.rdmw.qld.gov.au/__data/assets/pdf_file/0008/1584728/uwir-2021-report.pdf

[81] Petroleum Lease 230 condition 5 https://www.daf.qld.gov.au/__data/assets/pdf_file/0008/1672991/22-042.pdf

As a result, six years after the offence was committed, three years after it was exposed, and two years after it was fined, Arrow has still not made an agreement with us about the wells because it has no incentive to do so. It has been left to us, the victim, to privately fund Court action to secure a fair and reasonable agreement, which we have not yet done. Meanwhile, Arrow has refused to waive trespass limitation periods in the relation to the wells.

Enabling the authority holder to commence mining prior to making subsidence compensation agreement puts all landholders in the same powerless position we are in.

Minister Stewart in the Explanatory Notes to the Bill[82] says,

"*Any increased CSG production while this assessment is carried out could contribute to or escalate impacts unnecessarily. This does not align with the purpose of the subsidence management framework, which is to manage the impacts of CSG-induced subsidence.*"

It makes a farce of Minister Stewart's statement above, that s 184FC gives no consideration to neighbours who will be affected by the particular well. It is manifestly unjust, those neighbours will be just as greatly impacted as landholders who have the wells on/in their land, and it is manifestly unjust that mining is authorised to commence prior to subsidence compensation agreement being made. It is not compatible with fundamental legislative principles or Human Rights Act 2019.

Critical omission of compensation for landholder time, costs and losses

Landholders, who cause of none of the CSG-induced subsidence damage, costs and losses, must at no time be required to fund any part of the subsidence management framework. They should be paid for the time they spend, and the resources they contribute, to this critical step in the subsidence management framework.

Human Right to not be made to perform forced or compulsory work

Minister Stewart identifies in his Explanatory Notes to the Bill[83] that,

"the farm field assessment will provide crucial information about the likely impacts of CSG-induced subsidence on the land, including whether the impacts are likely to be more than minor."

Being forced to participate in the farm field assessment because it is *crucially important*, if not by law, yet without being compensated for that time and information contributed (where information has come at a cost to the landholder), means that the landholder is effectively being made to pay for some of the damage, costs and losses caused by CSG-induced subsidence and thus subsidise the profits of the private enterprise miner.

The *penalty* for the landholder of choosing not to participate, or being unable to participate, in farm field assessment, is that critical information is omitted at a perilous (for the landholder) juncture of the framework because it would lead to the landholder being **denied** subsidence management, subsidence compensation, and critical consequences protection they would otherwise be entitled to.

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[82] MEROLA 2024 Bill Explanatory Notes, *Ability to conduct business*, pg 13
[83] MEROLA 2024 Bill Explanatory Notes, *Ability to conduct business*, pg 13

Whilst Minister Stewart argued in his Parliamentary Speech introducing the Bill about Human Rights concerns in relation to a person not being made to perform forced or compulsory work[84],

"that the bill does not impinge on landholders' human rights. The bill may require owners or occupiers of private land to work in the sense of preparing for and negotiating plans and agreements. There is no threat of a penalty under the bill if a landholder does not perform this work."

Minister Stewart has referred only to the subsidence management plan and subsidence compensation agreement stages of the framework. What has not been considered is that under the United Nations Global Compact the "***Threat of a penalty*** *should be understood in a broad sense*.", and that "*The penalty might also take the form of a loss of rights or privileges*".[85]

The noun "**penalty**" [disadvantage] means "*a disadvantage brought about as a result of a situation or action e.g., She has paid a heavy penalty for speaking the truth*"[86].

There has been no provision made under MERCP Act Chapter 5A (*CSG-induced subsidence management*) for a landholder impacted by *critical consequences* as defined under s184KH to seek a direction under pt 6 if the landholder has not already made a *subsidence compensation agreement*.

A *subsidence compensation agreement* cannot be made without a *subsidence management plan*.

A *subsidence management plan under* pt 5 div 1 cannot be made unless the *farm field assessment* directs that a *subsidence management plan* is required.

Thus, the landholder is in effect *forced* to participate in the *farm field assessment stage* of the framework, because if they do not, they will be unable to obtain statutory management measures, compensation, or critical consequences directions. This is a substantial **penalty** to the landholder.

Critical importance of farm field assessment

Identified above is that Minister Stewart identified in his Explanatory Notes to the Bill that *farm field assessment* is critically important and that landholder time and resources are necessary for the functionality of the management framework. Yet, in his Statement of Compatibility for the Bill[87] he ignores that landholder time and resources are needed to prepare farm field assessment,

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[84] Queensland Parliament Record of Proceedings, First session of the 57th Parliament, Thursday 18 April 2024, pg 1218, https://documents.parliament.qld.gov.au/events/han/2024/2024_04_18_WEEKLY.pdf

[85] United Nations Global Compact, Business & Human Rights Navigator, Issues, Forced Labour, Definition & Legal Instruments, *Threat of Penalty* https://bhr-navigator.unglobalcompact.org/issues/forced-labour/definition-legal-instruments/#:~:text=It%20covers%20penal%20sanctions%2C%20as%20well%20as%20various,wages%20or%20forbidding%20a%20worker%20from%20travelling%20freely.

[86] Cambridge Dictionary https://dictionary.cambridge.org/dictionary/english/penalty , under meaning of penalty (disadvantage)

[87] MEROLA 2024 Bill Statement of Compatibility, *(d) whether there are any less restrictive and reasonably available ways to achieve the purpose* , pg 12

"As landholder time and resources needed to prepare and negotiate subsidence management plans and subsidence compensation agreements is necessary for the functionality of the proposed management framework, no suitable alternatives were identified in a way that is less restrictive on the right to freedom from forced work that would achieve the Bill's purpose of assessing and managing CSG-induced subsidence impact from existing and future extraction of CSG.",

and also ignores that landholder time and resources consumed in their contribution to farm field assessment where no direction is given that a subsidence management plan must be made,

"To ensure that any landholders labour, time and resources is renumerated, amendments will include compensation liability for any cost, damage or loss incurred by the subsidence claimant resulting from the impacts or predicted impacts from CSG-induced subsidence to ensure the limitation of the human right is limited only to the extent that is necessary.",

For the 'extent that is necessary' to be properly considered, it is more than a test of whether the proposed subsidence management framework is necessary. The operation of every section must be tested. Clearly as you are reading in this submission this has not occurred.

Human rights abuse of landholders by the State in relation to farm field assessment forced labour

The subsidence management framework requires the landholder to assist the authority holder to assess the likely damage, agree how damage will be rectified, and then rectify damage which occurs.

Is it necessary to enable the subsidence management framework to function, that the shareholders of the private enterprise CSG miner make higher returns through the miner not being required to properly compensate landholders for their time labour and resources? When those landholders have lost so many rights under this Bill?

Who decides what is necessary and has the test been properly applied? This MEROLA 2024 Bill completely undermines the purpose for which the Human Rights Act 2019 was introduced. Why bother having the Human Rights Act 2019 if its provisions are only required to be applied on a 'whole of Bill' basis?

The subsidence management framework is above and beyond any obligation of a landholder contemplated by the reservation of petroleum gas from the title to the land.

Exempting the authority holder from being required to compensate the landholder for time, costs and losses incurred through participating in the farm field assessment is manifestly unjust. It is not compatible with fundamental legislative principles or Human Rights Act 2019. Taking into account the nature of the right and the extent of the limitation, it cannot be demonstrably justified.

It is a disgrace.

184FD Relevant holder to undertake farm field assessment and commission audit

There are fundamental flaws in s 184FD which undermine the purpose of the Bill, the social licence of Government and onshore gas industry, sustainable coexistence, and the likelihood that the subsidence management framework will work effectively and not be rorted by unscrupulous CSG miners. These flaws are not justified. They are not compatible with fundamental legislative principles or Human Rights Act 2019.

No opportunity for landholder to be consulted on draft of farm field assessment

The authority holder is required to seek information for the farm field assessment under s 184FI however there is no ability of for the landholder to require they be consulted on how the authority holder has interpreted and used that information, or to check for fundamental errors or manifest deficiencies before the assessment is complete and audit done. Under this Bill, there is no mechanism for the landholder to require that the farm field assessment be corrected if it is materially incorrect because under s 184FG it is the authority holder who has all the power to self-assess if the thing that needs fixing is material to the landholder.

A relevant example of what could go wrong even when a farm field assessment is audited, is a bore assessment report which we recently received from Arrow in relation to a groundwater bore on a farm we recently purchased from a Deceased Estate. We have not yet made an agreement about the making good of the bore. Bore assessment reports are required to either be prepared or done by an independent third party or be certified by an independent third party[88]. The report we received from Arrow Energy was third party certified by AECOM Australia Pty Ltd who declared that the bore had been assessed in accordance with a formal quality assurance program that meets the requirement of the guideline, and that all aspects of the bore assessment were undertaken in compliance with the relevant guideline. Yet, on reading the report I found substantive errors some of which were:

(a) in one section of the report it said that the geophysical survey of the bore hole found that the steel liner was in a corroded condition but had no holes, in another section it said that there were holes.

(b) even though the homestead garden is about 0.5 hectares, and under the Water Act 2000 (Water Act) and Water Plan (Great Artesian Basin and Other Regional Aquifers) 2017 (GABORA) water is authorised to be taken from the bore for a homestead garden of up to 0.5 hectares, the authorised water use for the homestead garden in the bore assessment was based on a 0.1 hectare garden.

(c) even though garden water consumption estimates in the bore baseline assessment guideline (which the bore assessment report said that it had used) says "*As an approximate rule of thumb for small gardens* ***an average daily consumption*** *of 35,000 litres per hectare of watered garden, decreasing to 17,000 litres for the winter months, can be used.*", the bore assessment report independently certified by AECOM was based on an average consumption of about 10,000 litres per hectare per day.

(d) even though the homestead on the farm has three bedrooms, the assessment was based on a maximum of two people with no pets residing in the house.

(e) allowance for other prescribed uses on the property, which are authorised by the Water 2000 and the GABORA, was completely omitted.

(f) the authorised use of the bore was based on the bore being a registered licenced bore, yet the bore is not licenced so is therefore subject to different obligations and exemptions under the GABORA.

[88] Water Act 2000 Guideline Bore Assessments ESR/2016/2005 version 5.06 24 APR 2024, *item 2.3 Independent third party certification,* pg 6

(g) exemptions for pre-existing take of water under the Water Act and the GABORA for water taken for domestic, stock and prescribed uses were ignored in the calculation of estimated authorised take of water.

The outcome of a bore assessment which is improperly done and arguably carelessly or negligently third party certified, is that the authority holder (in this case Arrow Energy), who has financial self-interest in minimising its obligation to 'make good' the water supply of the land could, put simply "rip off" the bore owner if things such as those I have listed above are not identified during negotiations for the make good agreement for the bore.

No penalty for the farm field assessment auditor for failing to conduct a proper audit

There is no provision for a penalty to be imposed on an auditor who fails to conduct a proper audit.

Landholder can agree that an audit is not done

A reasonable person would consider that the authority holder being authorised under MERCP Act to make agreement with the landholder, that no audit be done of the farm field assessment, is an example of Government-sanctioned corruption or Government-sanctioned intimidation.

Having been required to undertake a farm field assessment because it is, using Minister Stewart's words[89] in his Explanatory Notes on the Bill,

"crucial information about the likely impacts of CSG-induced subsidence on the land, including whether the impacts are likely to be more than minor.",

the authority holder is encouraged through the option of s 184FD(3) to offer the landholder a "take the money now you might not get any later" deal to avoid having the farm field assessment audited.

Like s 184FC(3), this is ridiculous, unbelievable, malicious, deliberate, and destroys the credibility of this entire framework. A reasonable person would ask, 'Why even bother with this Bill?'.

Akin to the ability of the authority holder to bribe the landholder into agreeing to it starting mining gas from 'particular wells' to the detriment of all impacted neighbours given under s184FC(3), s184FD(3) must be deleted.

184FE Method of undertaking farm field assessment

It is not justified that in the case of s 184FE(b), where there are not yet any prescribed standards for undertaking farm field assessments, exacerbated by there being no prescribed standards yet for auditors, that the authority holder (who has no experience in intensive irrigated agriculture) is able to self-assess what the "best-practice industry standards" for carrying out "work similar in nature to undertaking a farm field assessment of agricultural land" might be.

Arrow Energy has it seems self-assessed what the "best-practice industry standards might be" in relation to its two regional interests development approval applications for digging CSG wells and burying pipelines in the Kupunn and Springvale areas of its CSG mining project on the floodplains near Dalby. RPI21/028 was application was made on 21 July 2021

[89] MEROLA 2024 Bill Explanatory Notes, *Ability to conduct business*, pg 13

and RPI22/004 was made on 5 July 2022[90]. It seems that Arrow's interpretation of "best-practice industry standards", and the Queensland Planning department's interpretation are substantively different. Arrow has been granted extension after extension of time, with no end in sight.

For the landholder, in the case of s 184FE(b), to be given no oversight, right to review, right to seek correction, right to choose suitably qualified persons, right to choose auditors, or any other rights in relation to the farm field assessment or what "*best practice industry standards for carrying out work similar in nature to undertaking a farm field assessment of agricultural land"* are, is manifestly unjust. It is not compatible with fundamental legislative principles or Human Rights Act 2019.

It is setting the CSG-induced subsidence framework up to fail before it has even started, for all landholders like us who right now through no fault of their own, are paying the cost, suffering the damage, and incurring the losses of CSG-induced subsidence.

184FF Notice of outcome of farm field assessment

The Notice of outcome of farm field assessment prescribed by s 184FF is manifestly inadequate for a couple of reasons.

Every communication authority holder – auditor communication must also be given to the landholder.

s 184FF fails to require that the landowner is given the terms of engagement, list of audit questions, copy of required revisions, the statement/letter of limitation, the statement/letter of observations all of which are generally required in any audit engagement. The Audit Report is required under s 184FF is nothing more than a statement of whether the farm field assessment of the landholder's land is compliant.

Landholders are not mushrooms to be kept in the dark.

Natural justice, transparency, accountability, oversight, fundamental legislative principals, human rights, simply just doing the decent thing, require that the landholder should be entitled under legislation to receive a copy of every communication between the authority holder and the auditor. The farm field assessment is a critical turning point in the subsidence management framework and it is the point most open to be rorted by unscrupulous authority holders.

No penalty for authority holder for false notice and no ability for landholder to have notice corrected

An unscrupulous authority holder has much to gain from giving a false and/or misleading notice of outcome of farm field assessment to the landowner and to OGIA. The Notice of Outcome contains information critical to the effectiveness of the subsidence management framework and the farm field assessment is a critical document. The stated penalty of 500 units is totally inadequate and must be increased so that it is a deterrent.

There must also be a mechanism by which a landholder can require a Notice of Outcome containing information to be corrected. s 184FG (*relevant holder to correct error or address change in circumstances*) applies only to the farm field assessment and not to the Notice of

[90] Regional Planning Interests Act 2014 regional interests applications, current applications, https://planning.statedevelopment.qld.gov.au/planning-issues-and-interests/areas-of-regional-interest/regional-planning-interests-applications

Outcome, and it is the authority holder who self-assesses whether the error is material or not, as the landholder is given no say.

As an example, we received a Notice of Outcome from Arrow Energy of a bore assessment for a farm which we purchased from a deceased estate. We were unaware of the bore assessment site visit, by Arrow, had occurred a few months prior to our purchase of the farm. Arrow completed the bore assessment about six months after our purchase of the farm, after we contacted them seeking to arrange the site visit for the bore assessment to be done. Rather than allowing us to contribute information about the bore, Arrow finalised the assessment, sent it to us and issued us a Notice of Outcome. The Notice said that we had contributed information to the bore assessment, when we had not, and omitted the persons representing the deceased estate, which is materially misleading. For a farm field assessment Notice of Outcome, it would be up to Arrow to self-assess whether they viewed the misleading information as material. In any case, there is no requirement for them to lodge a correction for the public record with OGIA.

Failure to provide a mechanism through which a landholder can require the farm field assessment, or the Notice of Outcome to be corrected, where material errors (in the opinion of the landholder who must live with the consequences of these errors) have been made by the authority holder is manifestly unjust and not compatible with fundamental legislative principles or Human Rights Act 2019. Taking into account the nature of the right and the extent of the limitation, it cannot be demonstrably justified.

No requirement for notice to be registered on land Title to the land

Minister Stewart identified in his Explanatory Notes to the Bill[91] that,

"the farm field assessment will provide crucial information about the likely impacts of CSG-induced subsidence on the land, including whether the impacts are likely to be more than minor."

The assessment also has legal implications for subsequent owners of the land, yet, there is no requirement for the existence of the document to be registered on the Title to the land. This creates uncertainty in the real estate market, and potentially lowers market values, as willing sellers will be deterred by not knowing whether the farm field assessment had been done, and whether, somewhat like our situation in relation to the bore assessment, they would find themselves in the process of negotiating a subsidence management plan. Farm lenders and real estate valuers would also make decisions with less certainty, potentially reducing the borrowing equity of landholders.

The human rights of landholders have been substantially eroded through the way in which this subsidence management framework will operate. For them, and interested parties, to be forced into unnecessary uncertainty through failing to require the farm field assessment to be registered on the title is not justified. It is not compatible with fundamental legislative principles or Human Rights Act 2019. Taking into account the nature of the right and the extent of the limitation, it cannot be demonstrably justified.

Farm field assessment, audit documents, and notice of outcome must be given to subsequent owners

There is no provision to require the authority holder to provide a copy of the farm field assessment, audit documents, and notice of outcome to the landholder. Particularly for

[91] MEROLA 2024 Bill Explanatory Notes, *Ability to conduct business*, pg 13

the case of Freehold Title holders who have additional land rights, it is manifestly unjust that an authority holder can lawfully withhold the information. It is not compatible with fundamental legislative principles or Human Rights Act 2019. Uncertainty can only serve to depress market values, erode the ability of landholders to obtain finance from lenders, and damage landholder mental health. Taking into account the nature of the right and the extent of the limitation, it cannot be demonstrably justified.

Division 4 Guidelines about prescribed requirements

It is imperative that guidelines and regulations made are properly consulted on by suitably experienced landholders and suitably qualified and experienced persons in agriculture, soil science, irrigation, surveying, and other necessary-to-agriculture qualifications. The effectiveness of the subsidence management framework and its contribution to the social licence of Government and the onshore gas industry, the future of intensive agriculture and irrigated agriculture in areas sensitive to CSG-induced subsidence, and the degree to which sustainable coexistence is achieved is reliant on comprehensive, clear direction on prescribed requirements written in language that financially motivated unscrupulous onshore gas miners have as little ability as possible to rort.

It must be recognised that farmers are the expert who has the most knowledge and experience in relation to their farm.

Part 5 Management of, and compensation for, impacts of CSG-induced subsidence

Division 1 Subsidence management plan

I do not support this Division in its current form.

184HB What is a subsidence management plan for agricultural land

I support s 184HB(2) which prevents a subsidence management plan from being inconsistent with the MERCP Act, the P&G Act, or a condition of the authority holder's resource authority. However, this provision gives significantly less protection and rights to those landholders who are outside the authorised area of the authority holder. This is manifestly unjust and is not compatible with fundamental legislative principles or Human Rights Act 2019.

Many landholders outside petroleum resource authority areas have acquired their land on the assumption that they would not be impacted by CSG mining, yet not only will they be impacted by CSG-induced subsidence, because of the manifestly unjust drafting of the sections of this Bill relating to authority holder access to land *outside* of petroleum resource authority areas, those landholders will be extremely vulnerable to (among other things) financial, access, liability and privacy abuse by unscrupulous authority holders. This is unconscionable and must be fixed.

It is essential that the definition of a subsidence management plan under 184HB(1)(b) expressly includes hydraulic and structural impacts to agricultural dams.

184HC Relevant holder to enter into subsidence management plan

A petroleum resource authority holder must comply with P&G Act s 804 (*duty to avoid interference in carrying out authorised activities*), which says:

"*A person who carries out an authorised activity for a petroleum authority must carry out the activity in a way that does not unreasonably interfere with anyone else carrying out a lawful activity.*".

A petroleum resource authority holder is prevented by (the new) MERCP Act s 184HB(2) from making a subsidence management plan which is inconsistent with s 804 of P&G Act because it says:

"*However, a subsidence management plan can not be inconsistent with this Act, the P&G Act or a condition of the relevant holder's petroleum resource authority (csg), and is unenforceable to the extent of the inconsistency.*"

Which means that the *subsidence management measures* in a *subsidence management plan* cannot interfere with any neighbouring landholder, or interfere with any upstream or downstream overland water, or surface water. This must be fundamental to the making of any subsidence management plan.

Subdivision 4 Negotiations and ADR

A minimum negotiation periods of 90 days is essential. Intensive cropping and irrigated cropping on the floodplains around Dalby where the CSG-induced subsidence as modelled by OGIA are busy year-round with many crops being grown in rotation. Usually every year we grow on our different farms cotton, sorghum, mung beans, wheat, barley, chick peas, corn and silage. That means we are planting 8 times during the year and harvesting 8 times during the year as well as spraying, irrigating, and renovating of paddocks. Cropping operations are time critical, not getting something done on time can mean tens or hundreds of thousands of dollars in lost production.

184HK Recovery of negotiation and preparation costs

Is it necessary for the functioning of the subsidence management framework that the landholder must wait to be paid for labour, time, and resources until the making of the subsidence compensation agreement? Is this necessary for the purpose of the plan?

Although section 184HK requires the authority holder to reimburse the 'reasonable and necessary' negotiation costs in entering or seeking to enter a subsidence management plan, it does **not** specify the point in time at which those costs must be reimbursed to the landholder. The section says that the costs must be reimbursed whether a plan is made or not made, there is no reason to enable a delay.

This section gives unscrupulous CSG miners an easy way to intimidate landholders into unsuitable agreements. Many landholders may not have the money to pay, or have borrowed money to pay, the suitably qualified person. The authority holder can then force the economic cost of the funds (i.e., the interest) to the landholder making it a condition in the plan under negotiation that the costs are to be reimbursed when the plan is made and refusing to concede the clause.

The drafting of this clause is *not* working in the Water Act 2000 groundwater bores 'make-good' framework, and it is not going to work in the subsidence management framework. It serves to anger and disgust landholders that the State, who claims to want sustainable coexistence, makes laws that frustrate coexistence.

Omission of the requirement that reimbursement **must** occur when the appropriately qualified person's **fee is due** is manifestly unjust. It is not compatible with fundamental legislative principles or Human Rights Act 2019.

Section 184HK also fails to recognise or compensate the vast amount of time and energy landholders are required to contribute to the making of the plan. The State claims to *want* sustainable coexistence, yet again builds a system where the landholders, who are forced to participate in the plan so they are not later penalised with unsuitable subsidence measures, must give their time for *free* for the economic development of the State.

The State, who could *choose* to require but disgracefully, and inexplicably, *chooses not to* require, that a private enterprise CSG miner compensate its victims - landholders - for time spent not on land access, but on helping its 'abuser' fix the damage it had caused. (Akin to domestic violence). Instead, the State immorally seeks to set it up so that the private owners of that mining company add the money they haven't had to pay for all the free landholder time that the State has gifted them which are nothing less than State-sanctioned modern slavery made profits.

What reasonable and informed person would be willing to buy farmland in or near the Arrow Energy CSG mining projects on the intensively farmed land around Dalby, when the land comes with the bonus of being required to spend vast amounts of time for no pay working on farm field assessment and subsidence management plans for unknown subsidence management measures, in which they have no say on the outcome and then having to spend hundreds more hours trying to recover compensation?

The authority holder should be responsible for all costs, including ADR and landholder cost of Court action, in circumstances where the action is not vexatious or facetious. This would encourage the authority holder to act reasonably and discourage unscrupulous CSG miners from mentally torturing landholders through forcing them to fund legal proceedings that CSG miners know landholders can't afford, only to settle with the landholder on the steps of the Court.

Subdivision 6 Land Court jurisdiction

It is fundamental that a landholder is not forced into a process where their choice to seek a decision from a Court about a thing is removed. The Court applies the law and upholds the rights of the parties to the action. Its separation of powers from Government is critical and a vital safeguard against corruption for landholders forced by law to manage subsidence for the public good.

Obligation to give copy of subsidence management plan to purchaser of land

The authority holder must be obliged to provide a copy of the subsidence management plan to a purchaser of the land, if the landowner changes.

Division 2 Subsidence compensation agreement

I support these measures subject to the following comments:

184IC General liability to compensate

Compensation is necessary

It is essential that resource authority holders fully compensate landholders for the impacts of CSG-induced subsidence, including all the time the landholders need to spend working through the subsidence management framework. Landholders have been forced by law to fund the cost of their time for land access matters, they should not be required to also fund the cost of their time to help the authority holder who has caused them damage, fix that damage. The landholder is effectively being forced to contribute their life, assets, income, and superannuation to increase the profits of private enterprise CSG miners so that the State can bank royalties. This is not justified. It is not compatible with fundamental legislative principles and Human Rights Act 2019.

Multiple compensation agreements will be required over time

It has been agreed by reasonable minds that CSG-induced subsidence will continue for decades, and that agricultural land and agricultural dams will either be damaged, or at risk of damage for decades. Under this framework, it is not clear if a landholder is entitled to

only one subsidence compensation agreement under the framework which must include all costs – past, present and future, even though the subsidence on the land will continue and change over time, as will the damage, costs and losses, or whether a landholder is able to make a new agreement every year for compensation for additional costs.

How does the landholder recover losses as time progresses? The subsidence compensation agreement is inoperable before it has even commenced. It is either a

(a) once-off agreement which would **arbitrarily** limit the right of the landholder to claim future compensation for subsidence which had not occurred yet in the paddock as one would not be able to claim again for the same paddock, which, taking into account the nature of the right and the extent of the limitation, and the State Planning Policy for Agriculture, cannot be demonstrably justified as it would indeed be arbitrary, (and also be fabulous for private enterprise CSG miners who could then cause as much damage as they liked having had their liability capped forevermore,

or

(b) the landholder will have to negotiate a subsidence compensation agreement every year or multiple times a year because the timeline below is what happens when you have subsidence in a paddock which must be fixed and more occurs which has been our experience on our farm:

- Year 1: subsidence = yield loss cotton + landholder time + expert cost + interest on yield loss & costs
- Year 2: preparation for levelling + levelling[92] + rehabilitate levelling + landholder time + expert cost + no crop grown due to levelling + interest
- Year 3: yield loss from compaction from levelling + expert cost + landholder time + interest
- Year 4: more subsidence = yield loss cotton + landholder time + expert cost + interest + yield loss from compaction from levelling Year 2
- Year 5: preparation for levelling + levelling + rehabilitate levelling + landholder time + expert cost + no crop grown due to levelling + interest

The department has not explained which year I am to claim compensation under the proposed framework, and how I am to finance the cost of the loss of yield, interest, time, labour, resources, experts and other costs, losses and damage which may occur. I need to know this information so I can explain it to my bank manager.

There is no explanation about if I will be limited in making a critical consequences application to the area specified in each individual subsidence compensation agreement.

We have more than twenty paddocks between our two farms in the Arrow Energy authority area, and our other farms which may be potentially impacted. Under the proposed legislation I would be in the position of having to negotiate many different agreements every year, for decades, so I will need to talk to my bank manager about how to finance the cost of

[92] Ground levelling is a process where a tractor drags a bucket around picking up soil in one location and depositing it in another to fill in low areas using soil cut from higher areas. It moves soil nutrient around the paddock, compacts soil and does other damage which reduces the yield of crops in subsequent years until the soil recovers in 5 or so years' time, or less for irrigated paddock if enough water is available.

the legal and suitably qualified person fees, which I may as well engage as full-time employees as it would be, at that scale of need, less costly in total.

We have two farms in Arrow Energy authority area, and five adjacent. So, I have seven farms I will be required to progress through baseline data collection, land monitoring, farm field assessment, subsidence management plan, subsidence compensation agreement, and critical consequences. I will receive no reimbursement for my labour, costs, and resources until I make a subsidence compensation agreement. I will be unable to make agreement if I cannot also prove I have CSG-induced subsidence and it has impacted me, because this framework provides no help with that which I can see.

It is apparent that OGIA has mandated LiDAR data to be used for the area of our farms, as InSAR has insufficient coherent data points to be of use. OGIA says,

"*An InSAR signal is collected at every location. Data obtained in heavily cultivated areas is unable to be reliably converted to ground motion at this stage*."[93]

and

"*The primary purpose of the baseline assessment is to establish a pattern of drainage and farm slope prior to CSG production, so that any future changes to landform from CSG depressurisation can be determined. Based on some investigations, OGIA concludes that airborne LiDAR is the most appropriate and fit-for-purpose technique in this situation.*"[94]

OGIA uses the LiDAR provided by Arrow Energy for its OGIA LiDAR Elevation Profile Tool, however says about the data,

"Is the 'OGIA Elevation Profile Tool' designed to estimate subsidence?

No. The elevation profile tool is a web-based user-friendly tool designed to enable landholders to draw section lines and produce land elevation profiles 'on the fly' from the available data. It is not a data repository.

The profiles created from the tool provide an estimate of landform slope from an individual survey, and provides for comparison of changes in slope between surveys. The tool is not suitable for comparing changes in elevation with time at a specific location, or for directly deriving CSG-induced subsidence. Other types of data and interpretive techniques must be used in combination to derive CSG-induced subsidence."[95]

and

"I hear that LiDAR accuracy is only ±50mm, so how can this be relied upon, when subsidence is also within that range?

LiDAR is more useful for establishing baseline landform and comparing overall change in slope over time. It lacks sufficient accuracy for assessing changes to ground elevation at a particular point over time. Repeated surveys for the same location may be vertically offset by 50 to 100mm. OGIA does not recommend using LiDAR data to assess or compare changes in ground motion at a particular location."[96]

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[93] OGIA, Your questions answered, Monitoring of subsidence, *Is InSAR data missing in cultivated areas?*
[94] OGIA, Your questions answered, Monitoring of subsidence, *How confident is OGIA that there is sufficient baseline data available to determine subsidence in the future?*
[95] OGIA, Your questions answered
[96] OGIA, Your questions answered

So, on the one hand OGIA is mandating that LiDAR is able, and is, to be used and at the same time confirms it is unable to be used as the thing that will enable landholders to obtain compensation in a Court for CSG-induced subsidence damage.

My bank manager and I need to know how we can get compensation when four years after we first reported subsidence, there is still no public topographic data suitable for monitoring and measuring subsidence on my land. To date we are financing, including interest, all the costs, losses and damage which Arrow Energy caused us and also the costs and losses which we have incurred and continue to incur in relation to that.

What willing land buyer would be interested in land that came with a requirement to provide time and labour for no pay?

What value is a "to be reimbursed someday-maybe in the future" promise where the land buyer is exploited by the State to fund, finance, and pay time, labour, costs and losses which the CSG miner is the cause of?

Costs which the CSG miner might simply disclaim later as 'unreasonable' as an excuse to refuse to pay?

Unreasonable from whose view, the CSG miner or the landholder?

The proposed system enables the State to supply the CSG miner with free landholder labour, to manage the damage which the CSG miner has caused to the landholder's land.

Is it necessary for the purpose and functioning of this subsidence management framework for the landholder to be supplied by the State as a slave to the CSG miners who have caused the landholders land to be ruined?

What young person would wish to commit their life to such an abusive relationship?

Is this what the Queensland Government views as, 'sustainable coexistence'?

What willing land buyer would be interested in buying land with a subsidence management plan or subsidence compensation agreement already registered to the Title Deed?

No further subsidence management activities could be negotiated, or compensation obtained, in the absence of a material change in circumstances which could be proven – along with the subsidence and impact of the subsidence.

Material in from whose perspective? The landholder, or the CSG miner?

What banker would be interested in continuing loans?

If this Bill is enacted in this form, market values of land in subsidence management areas will undoubtedly decline.

The possibility of 'sustainable coexistence' is unattainable in this scenario for the landholder.

These laws that are proposed, are not consistent with fundamental legislative principles, or Human Rights Act 2019.

A reasonable person would ask why did the State, who said their objective was to introduce a framework for CSG-induced subsidence so it could be managed and that their objective between agriculture and onshore gas was 'sustainable coexistence', seek to do this to farmers? What relationship is there between the State, and the onshore gas industry, that the State thought this outcome - which put simply, is landholder abuse – was okay?.

The outcome being, the authority holder has their liability to compensate for the damage they have caused to the landholder, no matter how great that damage is, limited.

Meanwhile the State penalises the landholder by forcing all of the remaining costs, losses and damages which accrue over the as a consequence of the CSG-induced subsidence.

How good to be a big business CSG miner in Queensland. Come on down! the State will make sure small business farmers pave your way with gold .. ..

When this framework kicks in, how many farmers in areas already damaged by CSG-induced subsidence, and all the others that know it's coming from them, will even want to keep living?

No general liability to compensation land outside authority area which must be crossed

Following on from my submission above about land outside of authority areas, which must be crossed to access other land also outside of authority area, to undertake subsidence activities, for section 184IC(4)(a)(ii) to be able to compensate all those who must be compensated, the definition of 'subsidence activity' in respect of land which is outside of authority area needs to be re-drafted to include the land which must be crossed to get to the land on which the subsidence activity is to be undertaken.

Subdivision 4 Negotiations and ADR

For the same reasons as submitted above in relation to subsidence management plans, I consider a minimum negotiation period of 90 days essential, and access by landholder to obtaining a decision from the Court essential.

184IK Recovery of negotiation and preparation costs

As submitted above, the authority holder should be responsible for all costs, including ADR and landholder cost of Court action, in circumstances where the action is not vexatious or facetious. This would encourage the authority holder to act reasonably and discourage the CSG miners who bully landholders by forcing them to fund legal proceedings CSG miners know landholders can't afford, only to settle with the landholder on the steps of the Court.

Subsidence compensation agreement phase fundamentally flawed

The drafting of this section is fundamentally flawed as it assumes that ongoing subsidence management measures won't cause consequential losses, and it assumes that only one compensation subsidence agreement will be required.

Subdivision 7 Land Court jurisdiction

As submitted above, it is fundamental that a landholder is not forced into a process where their choice to seek a decision from a Court about a thing is removed. The Court applies the law and upholds the rights of the parties to the action. Its separation of powers from Government is critical and a vital safeguard against corruption for landholders forced by law to manage subsidence for the public good.

Obligation to give copy of subsidence compensation agreement to purchaser of land

The authority holder must be obliged to provide a copy of the subsidence compensation agreement to a purchaser of the land, if the land owner changes.

Division 3 Enduring effect of instruments and decisions

The registration on the Title of the existence of the subsidence management plan and the subsidence compensation agreement

Part 6 Directions about identifying, assessing, monitoring or managing impact of CSG-induced subsidence

Division 1 Subsidence management directions

I support the provisions in this division relating to subsidence management directions, however, because the Chief Executive receives a copy of all submissions for the Subsidence Impact Report under section 184CA (*OGIA to give proposed report to chief executive*), landholders are *encouraged* through section 184KD(1)(d) (*application for farm field assessment direction*) not to make submissions to the Subsidence Impact Report or provide any information to OGIA.

This is because section 184KD(1)(d) limits landowner ability to apply for the direction in circumstances where the application "*is based on evidence that was not available to the chief executive when the report was approved.*"

This undermines the intent of the framework. It is extremely time-consuming and expensive to gather evidence that your farm is subsiding. I consider it extremely unlikely that an application would be made under section 184KD for a farm field assessment direction, if considerations warranting that direction were not occurring. Reporting subsidence to your land, where it otherwise would not be identified as having any, comes with risk of market value reduction and farm finance equity downgrade. Put simply, it is not something a reasonable farmer would do.

I believe that requirement section 184KD(1)(d) should be deleted. Because the landholder has no pathway for oversight or appeal of a farm field assessment, I believe that it is necessary to include an appeal pathway to Court in this division.

Landholders, at the critical point in the framework of the farm field assessment, should not be denied having their matter heard in Court. This is particularly so given the OGIA does not have proper governance, accountability, transparency, or oversight because it does not have a Board, whilst having decision making power over billions of dollars of agricultural investment and the lives and assets of individual landowners.

The State has given opportunity to individuals within OGIA to victimise individual landholders through deliberately excluding them from farm field assessments, those landholders have no OGIA oversight Board to complain to, or any Court to appeal to. They are at the mercy of individuals. This is not acceptable. OGIA not having an oversight Board is completely unacceptable.

Division 2 Critical Consequences

A landholder, who has sufficient evidence to show that their farm has been damaged to an unreasonable or intolerable extent such that it affects the viability of the farming practices or business activities on the land must be able to apply for a critical consequences decision, and without delay.

Requiring such a landholder to apply for a farm field assessment, which they could be denied (having been given no Court access to decide), to then negotiate a subsidence management plan makes a mockery of the intent of the framework. Some landholders would not be eligible for a farm field assessment simply because of the drafting of these provisions. This is not justified. It is not compatible fundamental legislative principles or with Human Rights Act 2019.

A reasonable person would consider that it has been deliberately drafted to protect the interests of Arrow Energy, to ensure that any landholder who it already damaged to a critical extent is unable to apply for a direction.

It is not acceptable that the Minister **may** take action, the Minister **must** take action. That is the intent of the subsidence management farmwork and it should not be drafted to stumble and fail at the last step.

When we and 12 other landholders, had 48 directional CSG wells secretly and unlawfully dug into our land by Arrow Energy, the Minister was *not required* by law to take action. He fined Arrow Energy $1 million and required them to do nothing. This achieved nothing because it was merely $20,800 per well which the public ridiculed. As a victim of the trespass who spent precious unpaid time making compliant *trusting* compliance *action* would be taken to require Arrow Energy to take reasonable action to make good, we, the victim, two years later are still waiting.

Part 7 Miscellaneous

Division 1 Office may give information or advice or obtain information

I support this measure.

Division 2 Database of information about CSG-induced subsidence

I support this measure.

Division 3 Annual subsidence trends report

I support this measure.

Division 4 Confidentiality

184LI Public service employee must maintain confidentiality

It is essential mandatory requirements for confidentiality.

184LJ Relevant holder must maintain confidentiality

Section 184LJ requiring the authority holder only to keep confidential information given directly by the landholder is not justified. The landholder's business and personal privacy is sacrificed through the operation of the CSG-induced subsidence. The State, on subjugating the human rights of the landholder to privacy, is required to take reasonable action to mitigate.

Authority holders can collect and retain large qualities of commercial in confidence, private, and garden information during subsidence activities and subsidence management activities. It is impossible to unsee something which has already been seen, or un-hear something which has already been heard. It must be mandatory that authority holders maintain confidentiality of all information held, and also be prohibited from using any of the information for any purpose other than what it was collected for. Anything less is not justified, not compatible with fundamental legislative principles, and not compatible with Human Rights Act 2019.

Clause 90 new Schedule 1A Content of subsidence impact report

Parts 1 to 4 Documents in Subsidence Impact Report

The Subsidence Impact Report must under section 3 include an assessment of CSG-induced subsidence to overland, surface and flood water flow, in relation to agricultural

use, and impact to agricultural land. While the OGIA Underground Water Impact Report for the Surat Cumulative Management area is supposed to report impacts to overland, surface and flood water, this is only in relation to environmental things. Impacts in relation to agriculture is a critical gap.

Cumulative subsidence assessment

Section 5(c) must also include assessment of land form, and must include an assessment of overland flow paths, preferably in 3D.

Section 5(f) must include agricultural dams as should section 5(g)

Section 5(h) must also include data to support the claims and decisions made in the Report. The Pseudoscience which has led to the accident-or-by-design blunder I have described above where on the one hand OGIA is mandating that LiDAR is able, and is, to be used and at the same time confirms it is *unable* to be used as the thing that will enable landholders to obtain compensation in a Court cannot happen again.

After section 5(h) a section must be added describing the extent of the scientific uncertainty in the modelling.

Regional risk assessment

Section 6 must include agricultural dams.

Section 7 must include impact to overland, surface, and flood water flows.

Section 7 must include overland flow paths.

It is nonsensical for water flows on a floodplain to be excluded from the subsidence impact report.

Section 7 must include the inherent landform.

Section 7 must include data to support the claims and decisions made.

OGIA, who has no qualifications or experience in Agriculture, must be required to consult with the Department of Agriculture for its role of categorising Agricultural Land.

Section 8 should include categorisation of agricultural dams.

Section 8 must include data to support the claims and decisions made.

Part 5 Subsidence Impact Management Strategy

It must be a requirement that OGIA, who has no qualifications or experience in Agriculture, be made to consult with Department of Agriculture in relation to subsidence management strategies as they relate to agricultural land, agricultural dams, and agricultural use of water.

Section 13 must also include overland and flood water flow.

Part 6 Identifying responsible holders

It is essential that responsible authority holders are declared. As submitted above, the ‘contract’ for the reservation of gas is between the landowner and the State, and the resource authority ‘contract’ is between the authority holder and the State.

The division of responsibility of the tenure holder for CSG-induced subsidence is the responsibility of the State. The division of the liability to compensate is the problem of the State, not the landowner.

Clause 91 – Amendment of Schedule 2 (Dictionary)

Negotiation and preparation costs

It is essential that the definition of '*negotiation and preparation costs*' paragraph (a)(iv) '*an agronomist*' be changed to '**a relevant specialist'** because every farm is different, and CSG-induced subsidence requires a range of technical expertise as acknowledged in the Bill Explanatory Memorandum[97] .

It must be recognised by the State that the right of reservation of petroleum gas from the Freehold (and other) Land Titles, is merely for access to and mining of gas. Landholder time spent in negotiation costs, or any CSG-induced subsidence activity does not relate to land access. It is the landholder assisting the CSG miner remediate the landholder's land that the State has authorised the CSG miner to damage.

Having forced the landholder to accept the damage, it is manifestly unjust to force the landholder to provided forced labour, and also pay the cost, and damage relating to the many stages of the CSG-induced subsidence framework. It is not consistent with fundamental legislative principles or the Human Rights Act 2019.

I support as essential the insertion in the definition of negotiation and preparation costs at (v), **other costs prescribed by regulation.** This enables flexibility to respond in a timely way to changing needs.

PART 9 AMENDMENT OF MINERAL ENERGY RESOURCES (FINANCIAL PROVISIONING) ACT

I am not making submission on this Part of the Bill.

PART 10 AMENDMENT OF MINERAL RESOURCES ACT

I support measures enabling the postponement of re-lease of land where the postponement is in the best interests of the State [**clause 134** amendment of s 131 (*who may apply*)] because currently the land must be re-released within timeframes which can lead to poor outcomes for the State interest, land owners/occupiers, mining industry and the community.

I support measures requiring the authority holder to keep the surface area of the mining lease tidy [**clause 135** amendment of s 276 (*General conditions of mining lease*)] because this is necessary to minimise and manage hazards that can lead to injuries, fires, and damage to health and the environment.

Otherwise, I am not making submission on this Part of the Bill.

PART 11 AMENDMENT OF PETROLEUM ACT 1923

I support Clause 155 amendment of s 76G (*Power to require information for reports about authorised activities to be kept or given*) as this enables additional information to be

[97] MEROLA 2024 Bill Explanatory Memorandum, pg 103

obtained from tenure holders and gives the department flexibility and agility as to information required in relation to authorised activities.

Otherwise, I am not making submission on this Part of the Bill.

PART 12 AMENDMENT OF PETROLEUM & GAS (PRODUCTION & SAFETY) ACT

I support measures to enable additional information from tenure holders and enable flexibility [**clause 169** amendment of section 553 (*Power to require information or reports about authorised activities to be kept or given*)], because it is justified for the protection of the State interest.

I support measures which prevent the grant of an amalgamated petroleum lease where a relevant environmental authority has not been issued [**clause 170** *amendment of ss170D (Deciding application*)], because it is justified for the protection of the State interest.

I support [**clause 172** amendment of sch 1 (*Reviews and appeals*)] provision for appeal rights to the Land Court for decisions[98] under chapter 5A of the MERCP Act, because the Queensland Government, being the direct recipient of royalty income, has a financial conflict of interest. Also the decision makers being the Minister for Resources and the Chief Executive of the MERCP Act, are inherently biased toward gas interests over agricultural interests because resources are their area of jurisdiction under the Administrative Arrangements Order issued under the Constitution of Queensland 2001[99]. The judiciary function is to independently interpret and apply the law to uphold land owner/occupier rights without favouring individual parties or government.

Otherwise, I am not making submission on this Part of the Bill.

PART 13 AMENDMENT OF REGIONAL PLANNING INTERESTS ACT

I support the amendment of s 46 (*Additional advice or comment about assessment application*) which omits '*must'* and inserts '*may'*, as this will reduce administration in circumstances where Gasfields Commission (Coexistence Queensland) advice is not relevant to the assessment application for regional interests development approvals [**clause 175**].

Otherwise, I am not making submission on this Part of the Bill.

[98] decisions to give subsidence management directions (section 184KB(1)); decisions not to give farm field assessment directions to relevant holders for a subsidence management area (section 184KG(1)(b)); decisions on applications for critical consequence decisions about agricultural land (section 184KL); directions if critical consequences are likely to happen (section 184KM(2) or (3)); and directions on if critical consequences has happened (section 184KN

[99] https://www.premiers.qld.gov.au/publications/categories/policies-and-codes/handbooks/exec-council-handbook/machinery/administrative.aspx

PART 14 AMENDMENT OF WATER ACT

I support amendment of section 425 (*Application of div 4*), section 426 (*Parties may seek conference or Independent ADR*) and section 435 (*Provisions for making decision*), which are justified as they clarify that disputes about negotiation and preparation costs for make good agreements fall within the Land Court's jurisdiction, and that the ADR framework applies, including access to Land Access Ombudsman ADR [**clause 179**, **clause 180**, **clause 181**].

I support amendment of s 479 (*Annual levy for underground water management*) as this enables the office (OGIA) to raise an annual levy so it has funding to perform its new functions in relation to CSG-induced subsidence management required by chapter 5A of the MERCP Act. It is essential that the industry causing the damage i.e., coal seam gas miners, are responsible for funding the cost of the office in relation to CSG-induced subsidence because it is unreasonable for this burden to be borne by the State [**clause 182**] or land owners/occupiers who are forced to accept their land and interests being damaged by the CSG-induced subsidence.

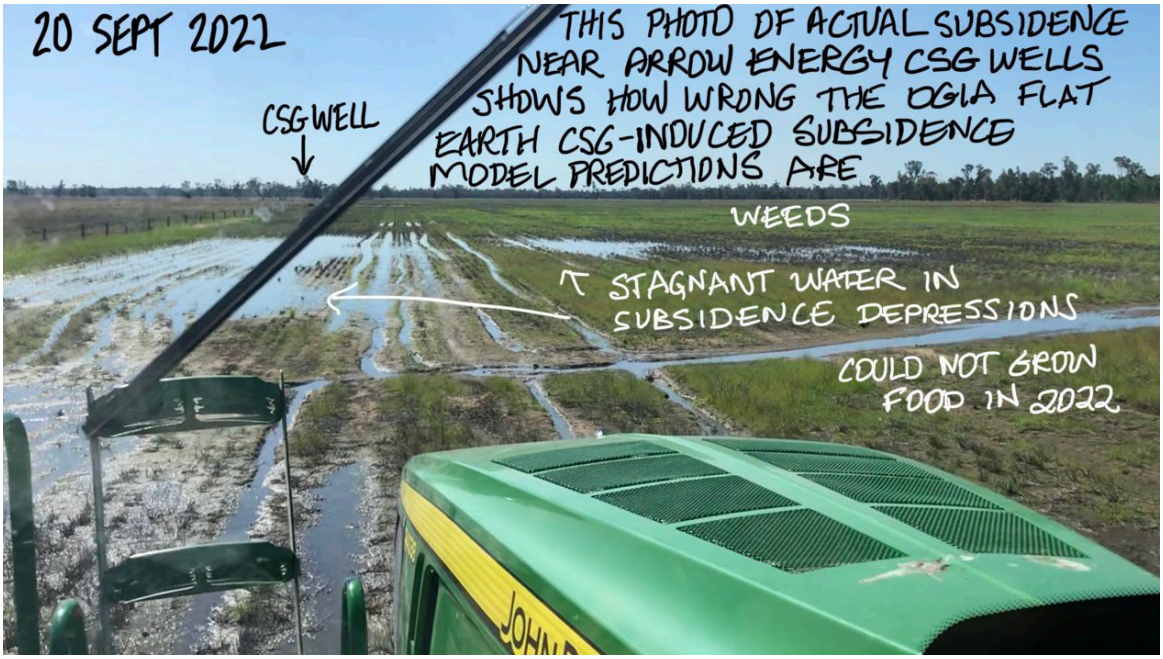
PART 15 OTHER AMENDMENTS

Schedule 1 Other amendments

I support amendments to **Mineral and Energy Resources (Common Provisions) Act 2014** and **Mineral Resources Act 1989** which enable the format of reports to be prescribed and include directions about the degree of precision required for information contained in manuals/reports. This amendment is justified and in the State interest because tenure holders, who have a large financial conflict of interest, can currently avoid providing information which is needed for a proper administration of this act or a Resource Act and circumvent due process.

Otherwise, I am not making submission on this Part of the Bill.

END



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