INFRASTRUCTURE, PLANNING AND NATURAL RESOURCES COMMITTEE

Members present:

Mr J Pearce MP (Chair)
Mr MJ Hart MP
Mr S Knuth MP
Mrs BL Lauga MP
Mr LL Millar MP
Mrs JE Pease MP

Staff present:

Dr J Dewar (Research Director)

PUBLIC HEARING—EXAMINATION OF THE MINERAL AND OTHER LEGISLATION AMENDMENT BILL 2016

TRANSCRIPT OF PROCEEDINGS

THURSDAY, 14 APRIL 2016

Rockhampton

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Committee met at 9.01 am

CHAIR: Good morning. I declare open the public hearing for the committee's examination of the Mineral and Other Legislation Amendment Bill 2016. Thank you for your attendance here today. I am Jim Pearce, the member for Mirani and chair of the committee. The other committee members here today are Mr Michael Hart, the deputy chair and member for Burleigh; Mrs Brittany Lauga, the member for Keppel; Mr Shane Knuth, the member for Dalrymple; Mr Lachlan Millar, the member for Gregory; and Ms Joan Pease, the member for Lytton.

The Parliament of Queensland Act 2001 requires the committee to examine the bill to consider the policy to be given effect by the bill and the application of fundamental legislative principles. Today's public hearing will form part of the committee's examination of the bill. Before we commence, I ask that mobile devices be switched off or put on silent mode. The hearing is being transcribed by Hansard. I ask that witnesses state their names and positions when they first speak and speak clearly into the microphone. This hearing is a formal committee proceeding. The guide for appearing as a witness before a committee has been provided to those appearing today. The committee will also observe schedule 3 of the standing orders.

REA, Ms Joanne, Treasurer, Property Rights Australia

CHAIR: Welcome, Joanne.

Ms Rea: I would like to make an apology on behalf of our chairman, who lives quite a bit further away from here than I do and has a farm to run. As you know, they can be very unpredictable and demanding.

CHAIR: Do you have an opening statement?

Ms Rea: I would like to make an opening statement. The first thing I would like to talk about is the loss and non-inclusion in the mining situation of the 600-metre rule. Reduction from 600 metres to 200 metres will involve a considerable loss in amenity and quality of life for families who have to live with this within 200 metres rather than 600 metres of their home. We all know that much of the equipment is noisy, dusty and unsafe. People have children, pets and farm animals, and they should not have to have them within 200 metres of their residence. It affects their health, their quality of life and their safety and wellbeing. We absolutely regret that that is not being included in mining as well, but we would like to express gratitude for the transitional provisions so that they remain with people who already have the 600 metres. It is absolutely vital that the 200 metres is expanded to 600 metres.

The other thing that we have a great problem with is an opt-out agreement. Anyone who came up with, voted on or in any other way supported an opt-out agreement I am sure would have at some stage in their life had legal advice for a contract. They would have often been simple contracts—contracts to buy a house, a bank loan or huge businesses—and yet the legislation has allowed people to opt out. We are told that this legislation is because some of the big farmers want to opt out. I find that very difficult to believe because all they have to do is turn most of the processes over to the lawyers. It is the small producers who will be severely damaged by this.

Not only is it an opt-out agreement; there are very few ways to get back into an agreement. It goes on your title. You lose the protection of appealing to the Land Court. There is no cooling-off period as there is with the proper agreement for which you are allowed to have a lawyer or for which you do have a lawyer. There is no consumer advice where the access officer has to say to you, 'We are obliged to tell you that you should get legal advice before you agree to this.' It is the smallest, most vulnerable farmers and people who have had the least to do with mining and coal seam gas companies who will be caught up in this who will think there is a safety net somewhere and there is not. There is no safety net at all. I would like to know how many large producers have signed up for an opt-out agreement because I find it unbelievable that they are the ones who have asked, which is what we are told. I also wonder why their preferences should become part of legislation which covers everybody.

We revert to the petroleum and gas act and the Mineral Resources Act on some things, and this means that we start to diverge when it comes to conferences and ADRs. Under the petroleum and gas act, when you are in a conference you are not allowed to have a lawyer unless the authorised

officer agrees and the other parties agree—unless there is agreement by everyone basically. This is also unconscionable where it is meant to lead to a signed agreement at the end of the negotiation period. As I have said before, nobody enters into a significant contract of any sort much less one that goes on their title deed forever and ever without legal advice. I find it amazing that that has ever made it into law.

There should also be a cooling-off period if such an agreement is made. The agreement in the first instance that you make with the full advice of your lawyer has a cooling-off period. The one that you make without a lawyer does not allow for a cooling-off period.

Any pipelines that will be finished, excluding preliminary activities, within 30 days can come within 50 metres of your house. I would not like to be a parent or a grandparent who has children running around even with the surveying part of that being carried out—as we have found in the past, it can take a very long time—much less the part where they are digging channels, laying pipeline and backfilling, and you have an area that is subject to subsidence. Children, pets and farm animals are all at risk and they should not be within 50 metres of your house.

We are happy to see notification and objection rights returned to the Land Court. However, I still believe that some of the powers that existed in the Land Court previous to the MERCP have not been returned. For example, the Land Court has the ability to advise in the negative only. Right at the end of the legislation it says that the Land Court may refuse to hear any matter. That is extraordinarily vague, wide and unknown for legislation. No amount of explanatory notes or introduction in parliament matters; all organisations know that what is important for property rights is what is written in the legislation or at the very least in regulation. Is it intended to stop huge environmental groups if they think they are wasting the court's time? Is it intended to stop landholders who want particular agreements with mining companies, as some have in the past and in my opinion quite reasonably so? Or is there something else that may be covered? It would be my belief that in a court of any sort if they believe their time is being wasted they have the ability to curtail that anyway. Why do we put something so broad and so ambiguous in legislation? I am happy to take questions now.

CHAIR: The 200-metre rule has come back from 600 metres. Do you have any idea how that got in there? Who recommended that?

Ms Rea: Yes, I do.

CHAIR: Say what you think.

Ms Rea: I think some of the mining and coal seam gas companies found it fairly difficult to deal with 600 metres. I think under the Mineral Resources Act it was 200 metres, although they seem to be entirely different animals to me. It is a good idea to try to standardise the legislation, but I think there is now enough evidence from landholders that 600 metres is a very short distance. It is very close. Some machinery and infrastructure which the coal seam gas industry use can be heard from kilometres away. It is a huge disturbance on people's lives.

CHAIR: Why couldn't it be 400 or 800?

Ms Rea: I have said that, in spite of asking for the 600-metre rule to be reinstated, it should be at least a kilometre. The previous Labor government introduced a kilometre from settlements of 500 or more people. That, in itself, was an acknowledgement that there is an interference to people's lives. We have said that it should be a kilometre but the fallback position is 600 metres.

CHAIR: Can you explain the opt-out agreement and how it impacts on you as a landholder? How do you understand it?

Ms Rea: I am not a lawyer, but I try to keep abreast of these things. Basically you get to agree with the mining company that you do not need or wish to have a conduct and compensation agreement and that they can come on to your land. There is no opportunity to change your mind or review that. You can only come back to the mining company, I believe, if there is a material change of circumstances, and they are unlikely to agree. They do not even abide by their conduct and compensation agreements. Why they would agree to have a conduct and compensation agreement with someone who previously agreed not to have one I do not know.

They have none of the protections of law that people who have a conduct and compensation agreement have from weeds or any other damage on their property. There are probably a few statutory issues that the company is supposed to abide by. However, someone with an opt-out agreement cannot take that matter to the Land Court, which means that in order to get those statutory protections implemented they probably have to spend an inordinate amount of money to go to the Supreme Court or somewhere like that. I think they sign away all their protection, and I do not think when there are two players of such disparate size that it should ever have been introduced. A small

player, in particular, is able to be walked over by someone who does not want to spend the time to put together a conduct and compensation agreement. They are a huge impost on your time. They are difficult. Often people are bullied, their time is wasted and they just get sick of it. And they probably believe if they have had no previous experience that there will be another safety net. There is no other safety net.

CHAIR: So would it help if we just had a template opt-out agreement? You can put your own words in if you have to—

Ms Rea: I do not think there should be an opt-out agreement.

Mr HART: I can see some circumstances where there may be a need for an opt-out agreement. What if people had to take some advice first? Would that help? Say a solicitor who was independent—someone giving them advice? Would that solve some of your—

Ms Rea: I would prefer to not see an opt-out agreement. I would think that if people want to do it very quickly there could be a basic CCA but with the ability to come back into it if it proves to be not satisfactory, and everyone should have access to the Land Court.

Mr HART: A cooling-off period with some legal advice may help? I can see instances where the resource company may own the land and not want to form a compensation agreement with themselves.

Ms Rea: I do not think they do. The legislation clearly says that they can do almost anything they like if they already own the land.

Mr HART: Yes. I am not 100 per cent sure of that. I just see that there may be some instances where there might be requirements, but I take your point.

Ms Rea: I think a bad conduct and compensation agreement would always trump an opt-out agreement.

Mr HART: Yes, I take your point, and we need to protect people who maybe cannot protect themselves. I take your point on that. With regard to the 200-metre rule—I am just playing the devil's advocate for a second—how would that apply to a residence within a couple of hundred metres of a main road and then putting in a pipeline down that main road or any other activity as such? A lot of properties do not have their infrastructure a kilometre away from a train track or a main road, or whatever already. How would that work?

Ms Rea: I am not sure what instance you are trying to get at here. I suspect with the 200 metre and the 50 metre, the pipeline is being allowed in there for ones that are aligned along a road, or whatever.

Mr HART: Yes, I have seen it out around Chinchilla and Dalby where somebody has their property back 200 metres from the road and a pipeline has had to be put down the edge of the road.

Ms Rea: Yes, but I do not think it is even allowing 200 metres. I think it has allowed 50 metres. Can someone help me on that?

Mr HART: That is what the legislation is at the moment.

Ms Rea: Yes, it is 50.

Mr HART: We are taking on board what you said about it being a kilometre. I am wondering how—

Ms Rea: Obviously, 200 metres is going to be an improvement on 50.

Mr HART: Yes, but say somebody has a house that is 50 metres from the road.

Ms Rea: They can go closer than 50. They can go within the 50-metre restricted area, because it is not a restricted area if it is a pipeline completed in 30 days. They can go under your clothesline.

Mr HART: Would your association be happy if the committee recommended that the distance be increased to—

Ms Rea: Two hundred metres.

Mr HART: Two hundred, 600 or 500 metres but there was some ministerial discretion to alter that if need be?

Ms Rea: Ministerial discretion is always a difficult one. Unless it is completed in 30 days it is not subject to any exclusions, anyway. It is only the ones that are completed within 30 days. My concern is just the safety aspect for the people who live in the area and the fact that they are going to have people, who are strangers, running around in close proximity to their houses. If you are going

to allow that and only under circumstances where it is unavoidable, you have to put some rules around it—like only for a certain eight hours of the day, or whatever, and maybe some barrier fencing up so that children and animals cannot fall in there. I do not know what to do about the subsidence, because it includes where subsidence will occur.

Mr HART: I picture a property with a farmhouse that is a kilometre back from the road and right next door there is one that is 100 metres from the road so the pipeline cannot go through there because of that.

Ms Rea: Rather than ministerial discretion, instead of just saying, 'They can do it,' they just have to have some very strict rules around it so that people's sleep and their families and their pets are not disturbed and not made unsafe.

Mr HART: Ministerial discretion does not mean that they can just do it. The minister could decide that there are a whole lot of conditions under which they could do it or they might not be able to do it.

Ms Rea: I would like to see it in the legislation.

Mr HART: In terms of restricted land, what is your understanding of how that would be determined as far as infrastructure goes? Are you thinking of there being maps that show what infrastructure is there, what was there yesterday, what is going to be there tomorrow? What is your understanding of how that will work?

Ms Rea: What is going to be there tomorrow does not come into it, because restricted infrastructure has to have been in place from the granting of the original authority. I think that has changed from the mining lease, actually. I find the granting of the original authority really goes back too far. Farm businesses are not immovable. They are not set in concrete. They are not sterile. They need to be flexible. One thing that we learn to do when we live in the country is to be flexible and that is on a daily basis, a yearly basis, a decade basis and 20 years. What worked today may not work tomorrow. Where water was yesterday may not be where water is tomorrow. Where broadacre farming might work today, you might have to go into an intensive industry tomorrow. I just find the whole idea that anything is not protected if it was not there at the grant of the original authority is just going back way too far. I find the whole concept of a time line and a time frame where things are not covered unacceptable anyway.

Landholders are in this process as a result of some else's wish and benefit, not theirs. Why should they be disadvantaged in any way, shape or form? There will be no plan about what happens tomorrow, because it is not covered—if it has not been there from the time of the grant of the resource, which is not really anything that anybody knows anything about—whereas the mining lease is at least notified.

Mr HART: You make some good points.

Ms Rea: Thank you.

Mr KNUTH: With regard to the opt-out, many other members of parliament would probably want to see this report but would not have a clue what opt-out means. It sounds a nice word, but why is it such a dangerous word?

Ms Rea: It basically says that you opt out of having a contract with a mining or coal seam gas company or any of the other resource elements. It may save people time in the beginning. However, you give up all of your rights when you sign an opt-out. You have no rights: you have no ability to revisit it unless the mining company is feeling very generous. How mining companies behave towards people changes within one mining company and from mining company to mining company or coal seam gas company to coal seam gas company all the time. Their ownership changes all the time. If you have no contract, you have no contract. They can basically do whatever they like. If they are breaking the law, instead of you being able to go to the Land Court to have your dispute resolved, you have to go to a court of law, which is going to cost you lots and lots of money. It basically takes away every safety net that you have when you have a contract.

Mr KNUTH: In regard to the mining company, if they suddenly want to mine over your property, what is the process from there? They enter into an opt-out agreement? Do they say, 'We will come to an agreement about this, but you can opt out further on down the track?'

Ms Rea: I do not think it is further on down the track. I think you have a negotiation period, which is quite short—20 business days, unless people agree to extend it. There is always a lot of negotiation and argy-bargy that goes on before you get to the formal negotiating period. I think people probably get either sick of the argy-bargy before they get to the negotiation or they get to the

negotiation and the same thing applies. I am sure that companies are very good at promoting opt-out if that is what they want. People sometimes just get so depressed and frustrated that they are quite happy to accept an opt-out agreement, particularly if they have no experience in the field.

The process basically is that the resources company has to start the process, but somewhere along, when people start complaining about it, they can say, 'Well, you can opt out of this.' I think they should be required to say, 'Before you do that you must obtain independent legal advice from a specialist in the area'—because there is so much involved in every aspect of the law these days, you need specialists—and there be a cooling-off period. Once you have signed that opt-out agreement, you lose everything and it goes on your title. Before too long people are going to be searching titles for what is in a compensation agreement and what agreements are on title.

Mr KNUTH: The previous legislation took away a number of things, particularly the restricted land and also objection rights. Do you see this bill as a positive to the previous legislation?

Ms Rea: I do. I see it as an improvement. I actually called the MERCP the greatest abrogation of landholders' rights since the Vegetation Management Act in a parliamentary hearing similar to this one.

Mr KNUTH: Thank you.

Mr MILLAR: Why would someone sign an opt-out?

Ms Rea: I have no idea, except for what I outlined before—people find their time wasted, they are not getting to their farm work, they get depressed, they get frustrated, it is probably causing arguments between family members trying to come to some agreement with the mining company. It looks like an easy out at the time, but it is not.

Mr MILLAR: What is the incentive for the easy out? Does the mining company—

Ms Rea: For the mining company, they do not have to—

Mr MILLAR: Do they offer some sort of settlement with the opt-out?

Ms Rea: No.

Mr MILLAR: Is there any circumstance, apart from being frustrated, where people would want to lose their rights with the opt-out?

Ms Rea: I cannot think of any, but I am not the person in the position. I would never sign an opt-out.

Mr MILLAR: Have there been people signing opt-outs?

Ms Rea: I think there have.

Mr MILLAR: Is there any reason given as to why they signed an opt-out?

Ms Rea: Not really, no.

Mr MILLAR: I am just trying to get some explanation.

Ms Rea: I asked at the beginning. I asked, 'How many large landholders are there? Is there any record of how many have signed opt-out agreements?' It all has to be notified, so somebody somewhere would have a record of it. I would like to know how many large landholders and how many landholders overall have signed opt-outs.

Mr MILLAR: Do they feel pressured to sign the opt-out?

Ms Rea: Probably pressured by their own situation as much as anything else. I cannot say whether a resources company ever pressures them to sign an opt-out. They just make signing a CCA a very difficult job.

Mr MILLAR: On to the 600-metre rule but also the issue with the 50-metre rule—and this was picked up in our last hearings in Toowoomba where we had critical infrastructure for irrigators, whether they would be channels, dams, head checks; expensive improvements on property—what are your thoughts about that 50-metre rule? Can you give us an instance of how it would affect you if you were in that situation?

Ms Rea: Not being an irrigator, it would affect us if our pipelines were affected. That is not counted. It seems a bit weird, truthfully, that you protect the storage but you do not protect what gets the water from the storage to where it needs to go. We are also quite upset that, unless it is a connected water supply, it is not protected. Even an unconnected water supply is your drought reserve, your reserve for when the others dry up, your emergency reserve, so to speak. Many times have people run out, bought a heap of polypipe and connected it to a reserve supply because the

other one just is not working either permanently or temporarily. This emphasis on everything being permanent and connected to a water supply is really downgrading the value of reserve supplies and downgrading the value of people's infrastructure. As an irrigator, I can understand. I do not know a lot about irrigation, but if they want to protect their irrigation I can understand that totally.

Mr MILLAR: It would be the same with troughs and for polypipe going through.

Ms Rea: Yes, all of it—all of the above. Many times you have even a temporary trough and temporary polypipe rolled out and sometimes it can stay there just about forever because of pressure of work and cost. I do not know whether all of you are aware, but farmers work under huge cost pressures all the time—cost and time pressures.

Mr MILLAR: Absolutely. What would you suggest as a suitable distance? You mentioned 600 metres, but with this 50 metres for infrastructure such as troughs and polypipe would there be an arbitrary figure?

Ms Rea: For troughs and polypipes and things like that, the 50 metres is probably suitable. I can see that for irrigation infrastructure, which is very expensive, people might want that protected a bit more than that. I suggest you talk to the irrigators.

Mr MILLAR: We have.

Ms Rea: I will support whatever they have suggested.

CHAIR: We might ask the question several times, but it is about getting different angles.

Ms PEASE: Further to what Lachlan was talking about, would you think that having a consistent distance would be much more manageable, particularly for farmers and landholders, rather than having them all different?

Ms Rea: You mean the 200 metres and the 50 metres?

Ms PEASE: Yes, whether it be 250 or 600, that it be consistent.

Ms Rea: The legislation is planning to make distance from residences and other important buildings consistent, which is 200 metres, which we are saying is not enough. No, I do not think so. I think farmers cope very well with 50 metres for infrastructure and 600 or a kilometre preferably for important building infrastructure.

Ms PEASE: I guess what I was just trying to get at was that you said for your troughs 50 metres is not necessarily a bad thing but for major irrigation or infrastructure it is not enough. Do you think it should be split up further or drilled down even further than that?

Ms Rea: I would be guided by the irrigators on that because irrigation is not my area of expertise or knowledge.

Ms PEASE: I want to talk about the cooling-off period. How would you imagine that would work?

Ms Rea: They already have a cooling-off period for a CCA in that you have a certain time after you have signed the agreement, and this is an agreement which has been prepared by a lawyer. It should also apply to an opt-out if the government insists on keeping an opt-out. As I have stated already, opt-outs should not exist.

Ms PEASE: How long is the cooling-off period with the CCA?

Ms Rea: I think it is about 10 days.

Ms PEASE: Would 10 days be sufficient for the opt-out as well, do you think?

Ms Rea: I would like to see longer on all of it. I would like to see longer negotiation periods, longer cooling-off periods and whatever, but it has all been condensed and it seems to have just been overtaken by the wishes of anybody who might want a longer period.

Ms PEASE: What would you suggest would be a good period?

Ms Rea: For a cooling-off period?

Ms PEASE: Yes.

Ms Rea: At least 21 days and consumer style advice that you must get legal advice on this.

Ms PEASE: Thank you.

Mr HART: Joanne, I was not on the committee that did the MERCP Bill but I was on the committee that did the Regional Planning Interests Bill, and I have raised the same issue that the chair raised before about template compensation agreements. I just wonder whether they would in fact solve this issue of opt-out agreements if there was a really basic one, because we did hear from

people continuously during that investigation that they had no idea what compensation agreements had been signed by other people. They had no starting point to start from and they had no end point that they thought they might be able to reach, so I am just wondering about your thoughts about a template agreement as a starting point so everybody signs that basic template and then, as the chair said, it could be expanded if it needed to be.

Ms Rea: I actually am not in favour of everybody signing a template agreement, and a lot of that not knowing is as a result of confidentiality clauses put in agreements by resources companies. We are finding that they are starting to come through with a few now where the confidentiality clauses are not there.

Mr HART: Sure, but if there is a template agreement that is out there, there is no confidentiality around that.

Ms Rea: There has been a template agreement out there, but I think people found that it was very inadequate and it does not cover everything. You might think you are covered when you sign a template agreement and it just is not the case. There are huge problems people have with biosecurity, including weeds which need to be taken care of. As cattle producers, for every single consignment of cattle that we sell we sign an agreement called a livestock production assurance which basically says that these animals are free of any sort of contamination, yet I do not know how we can actually declare that when we do not know what mining contamination or resources contamination there may be in those cattle. Legal advice was obtained by the Cattle Council which they will not release and we can only imagine that that is because we are liable. Some of the early notes on LPA suggested that in some places and in some circumstances landholders rather than the resources companies might be responsible for contamination clean-ups, and that has apparently again come up in the chain of custody bill. There are a lot of things that need to be covered and I have heard some access officers say that some of the legal firms overbuild these contracts. I am sorry, but when they are to last for 30 to 50 years and they go on your title—you have to sell that contract along with your place, your inheritors will inherit that contract—I just cannot see that there is any such thing as overbuilding the contract and I think a template would prove to be highly inadequate.

Mr HART: It would be better than an opt-out agreement, though, as a starting point?

Ms Rea: It could be better than an opt-out agreement, but there has to be a definite ability to revisit and do a proper CCA when people have had a bit of experience and realise they are not very protected.

Mr HART: Sure.

CHAIR: Joanne, who, in your opinion, should be able to object to a mining lease?

Ms Rea: I think the MERCP was too narrow. I think landowners, I think neighbours were brought in eventually and access people obviously were left in all along. Anyone on an aquifer or a watercourse or downstream of an aquifer or watercourse or even slightly upstream perhaps is likely to be affected by this, so, yes, they should be allowed to object. I think local councils were allowed to. I think even local residents should be allowed to. I am tempted to say even local environmental groups but, having seen how some of the local communities were used by international environmental groups, I do not know how that could be policed. I have no objection to people looking after the environment and wanting to protect their local area, but I have definitely seen where landholders, totally unknown to them, were used by environmental groups.

CHAIR: We have an opportunity after an EIS, for example, to make objections to a project. Are you aware of anybody who can point to what they call a vexatious claim or submission? Do you know anybody who has done that? Are you aware of any?

Ms Rea: Absolutely not. I am actually a bit concerned that the Land Court may be able to refuse to hear any matter and may exclude landholders, and I thought the landholders who objected in the Galilee Basin claim actually had a point. They are concerned about water and it was shifted to an environmental matter. Water for a landholder is not an environmental matter. It is a factor of production and it is one that they just absolutely cannot do without. Any objections about water are certainly not vexatious and the Land Court themselves have said that they do not believe that any of the claims were vexatious.

CHAIR: In saying that, one of the hardest things for landholders to understand—I myself was raised on the land and I still have trouble with it—is hydrology. If you have people putting in a claim and they do not really know about the hydrology, how can they correctly claim or rightly claim that they are going to be affected by water?

Ms Rea: Hydrology is a moving feast and every time there is a report done there is more information available. I do not think that they need to be able to prove that they are going to be affected. There is no compensation payable unless they are affected, so it is basically putting in a claim for an agreement that, if and when they are affected, this will be what happens, so it is a make-good agreement and if there is no claim there is no compensation.

CHAIR: The when and if sounds a lot better. How do you actually find out about a new mining lease or a mining operation going ahead? How do you find out about that?

Ms Rea: It is supposed to be notified, isn't it?

CHAIR: Are you? Are your people notified?

Ms Rea: Not our people, no, but the landholders affected are notified. Local newspapers have to be notified.

CHAIR: You do not really seem very confident about your response there.

Ms Rea: Me personally? Am I notified? No.

CHAIR: No, but you are with Property Rights Australia.

Ms Rea: Does our organisation get notified?

CHAIR: Yes.

Ms Rea: No.

CHAIR: We personally think that is an area that needs to be looked at and that is why I ask the question.

Ms Rea: So that it is more commonly known about?

CHAIR: Yes.

Ms Rea: There is probably a website somewhere where you can get a fairly up-to-date reading of it if you want to.

CHAIR: Yes, but when does the person know to look at that website?

Ms Rea: They do not, but I believe there are some people who do.

Mr MILLAR: Should there be a criteria in this process so that if a new mine is proposed there be a list of people that should be notified so the information gets out more evenly and distributed more fairly?

Ms Rea: I think probably in the past we have thought so, yes, that there are a list of people that should be notified.

Mr MILLAR: Including Property Rights Australia?

Ms Rea: That would be very helpful, yes.

CHAIR: Can you tell us if you were involved with departmental consultation on the bill?

Ms Rea: No, I do not believe so. There are other board members besides me, but I do not believe so.

CHAIR: We want to know if the consultation has been sufficient. That is why I am asking this question.

Ms Rea: No.

CHAIR: You do not know? You are not aware of—

Ms Rea: I am not aware of any formal consultation, no. It is simply people being at functions and putting the points forward that I have put forward today.

Ms PEASE: What is your membership at the moment?

Ms Rea: It is something that we do not actually usually disclose. We are 500 perhaps. We are hundreds, not thousands, and we live on the smell of an oily rag. We are all volunteers. None of us are lawyers and we put a very great effort into doing submissions, and I think I am often working on three concurrently.

CHAIR: Pretty tough, isn't it?

Ms PEASE: Your membership covers all of Queensland or just this area?

Ms Rea: We actually have members in every state, but most of them are in Queensland and it is all over Queensland. We are actually going to have our annual conference in Charters Towers because we have a lot of members in that area.

Ms PEASE: You made a comment that some environmental groups had used landholders without them being aware of it, and I take it you are talking about in campaigns?

Ms Rea: Not necessarily campaigns, but in the Galilee Basin I am aware of a document that is used by the mineral resources council or the Queensland Resources Council that is quite often stopping Australia's coal export boom, and I have read all of that document. Mackay conservation council and the EDO were named as people who could be used in order to stop that coal export boom. Mackay Conservation and EDO made multiple visits out to places like Alpha offering help and advice to landholders who were distressed by the thought of mining happening on their country. As I pointed out in the MERCP hearing in Mackay, they did not exactly go along to these people and say, 'We're from Greenpeace and we're here to help you,' but that essentially was where their funding was coming from and they had targeted the people in the area and just had meetings with them and for all intents and purposes looked like they were offering helpful advice. I am reasonably sure that not very many people were really aware of what had gone on behind the scenes.

Ms PEASE: Thank you for your submission. When you prepared your submission, was it prepared in consultation with your membership or have you encouraged your members to submit individual ones?

Ms Rea: We have encouraged our members to submit individually. Certainly it was done in consultation with our board and it is based on what our members tell us. We do not do it in a vacuum or anything like that. We certainly listen to our members, many of whom live in the coal seam gas fields.

Ms PEASE: So you would have notified your membership that there were opportunities to submit and participate?

Ms Rea: Absolutely.

Ms PEASE: That is all part of the opportunity to hear about mining leases that are coming up and the right to object?

Ms Rea: We try to keep our members informed of things that are going to drastically affect them. Yes, we have informed them that they can put in a submission. However, a lot of people belong to organisations like ours because they would like it all taken care of and they do not get involved.

Mr HART: You do not get any government support at all?

Ms Rea: Absolutely none.

Mr HART: You are very well prepared, I must say. You have done a great job today.

Ms Rea: We work very hard at it. We have some very hardworking board members—all volunteers.

CHAIR: Thanks, Joanne. The time for this session has expired. Thank you for your frank input. It was good.

HAYWARD, Ms Fiona, Private capacity

SELMANOVIC, Mr Peter, Private capacity

SELMANOVIC, Mrs Rhonda, Private capacity

CHAIR: I welcome the landholders appearing today. For the record, would you state the capacity in which you are appearing today.

Ms Hayward: I am appearing before the committee in the capacity of a landholder. I am a partner in GL Campbell and Co., which is a grazing company based in Jambin in Queensland.

Mrs Selmanovic: I am here on behalf of my husband, Peter, and our family. We live next to an open-cut coalmine in the Biloela region.

CHAIR: Fiona, would you like to make an opening statement?

Ms Hayward: I would like to give a brief overview of our dealings with this legislation right from the start. In 2014 we were made aware of the proposed changes to Queensland's resources legislation. It was actually Peter and Rhonda who first informed me of this. We spent the early part of 2014 submitting on discussion papers, which was the modernising Queensland resources initiative discussion paper. We also went to see our local member. At that point we were basically trying to get our head around the proposed changes to legislation that would be brought in and which would take away a lot of landholder rights. The profound words of our legal adviser at that time were: 'If the government goes ahead with this you will be stuffed.'

Eventually the discussion paper became what was the Mineral and Energy Resources (Common Provisions) Bill. That then became the common provisions act. We basically spent six months of our lives submitting and trying to draw attention to the fact that the Mineral and Energy Resources (Common Provisions) Act was going to take away a vast amount of landholder rights and community rights.

We wrote to members of parliament. We wrote to the then premier. One landholder whom you met yesterday Nick Dudarko actually travelled to Canberra and met with Barnaby Joyce in person to try to raise awareness of the fact that the Mineral and Energy Resources (Common Provisions) Act was going to take away all these rights. We met with very limited success. It got to the point where we were very worried about what would happen if the common provisions legislation was passed.

The fact that we now have the MOLA Bill, which is certainly an improvement and tries to put back some of those rights that have been taken away through the common provisions bill, is a relief to us. I am certainly very glad to have the opportunity to come here today and be able to submit on the MOLA Bill.

Mrs Selmanovic: Our family has lived on this property for 36 years and next to the coalmine for 34 years, which has been the life span of this mine to date. Up until December 2012 we did not have a lot of issues with the coalmine, but in December 2012 they started mining a section of their lease which is approximately two kilometres from our residence and 500 metres from our boundary. This same mine is in the process of attaining a new mining lease which, at this stage, will have a 20-year life span. If this mining lease is granted it will be approximately the same distance from us. Since this mine has been in such close proximity to us the impacts on our lives have been horrendous. The impacts on us are from dust, noise, vibration, hum, blasts and also impacts to our creek and creek flats. Dealing with these impacts is emotionally draining and causes a lot of stress.

We feel if the government can put more power in EHP's hands—for example, giving them the right to go on site immediately without previous notice and without being held up with mine protocol—it would allow EHP to investigate complaints and possible breaches to EAs more effectively. I would like to table photographs and a USB stick which has photographs and videos showing some of the impacts from living next door to a mining operation. Please remember when viewing these photographs and videos showing the dust impacts that apparently data shows that this is an acceptable condition in which people can live.

These are some of the reasons we feel the MOLA Bill should be implemented. The Mineral and Energy Resources (Common Provisions) Act 2014 is going to limit many people's right to object if they feel the granting of a mining lease would impact them in some way, be it social, economic or environmental. You do not have to be a direct neighbour to be impacted by a mining operation.

Impacts occur further away than just immediate neighbours. These are a few examples. There is a residence that is three properties away from the mining lease but consistently has a layer of black coal dust from the load out area of the mine. Another residence is approximately seven kilometres

away from the mining lease. The owner was cleaning the topsoil off his veranda that they were dumping on the overburden piles at the time. A landholder downstream had a large portion of his creek flats covered with clay after a rain event.

If a mine impacts on an underground water system this can also impact people further afield. This shows that mining does have an impact on the wider community. No matter the level of risk and scale of mining operation every Queenslander should be given a voice with a right of objection. The Mineral and Energy Resources (Common Provisions) Act 2014 certainly would stop many people from having the right of objection.

In the Mineral and Energy Resources (Common Provisions) Act 2014 you have to be a directly affected landholder within the footprint of a mining lease or a directly adjoining landholder to have the right of objection. We feel there may be a grey area when it comes to the meaning of directly adjoining. If you have to boundary a mining lease to be a direct neighbour and there is a road between the mining lease and your boundary who is the direct neighbour and would you have the right to object under this act? As the bill is retaining the provision that provides the court with the power to knock out frivolous and vexatious appeals we cannot see why there is a need to limit people's democratic right to object or appeal.

We are also concerned about the lack of mining lease application notification requirements. We feel that more avenues for notification leads to more transparency and keeps the broader community informed. Notification using datum posts should be retained to help make community members aware of any application in their area. Community members may not read the right newspapers or have adequate access to other technology.

Restricted land reforms in the Mineral and Energy Resource (Common Provisions) Act 2014 seem to put all the power in the mining company's hands. By taking away restricted land areas such as dams, bores, troughs, yards et cetera you are taking away a landholder's rights and bargaining power. These restricted areas play a major part in making the landholders business economically viable. We are pleased the MOLA Bill is restating landholders rights to restricted land. We support the amendments the MOLA Bill is proposing to the Mineral and Energy Resources (Common Provisions) Act 2014.

CHAIR: We will table the photographs et cetera. Who should have the right to object?

Ms Hayward: I honestly think that, as we live in a democracy, anybody should have the right to object if they feel strongly about it. I feel that since the Land Court is being given the ability to throw out objections that it thinks are frivolous and vexatious that is giving the Land Court more power to deal with potential objections. I notice that there does seem to be an issue with people from outside of Queensland objecting to resource projects in Queensland. If I had to suggest anything, I would suggest perhaps residents of Queensland should have the right to object. Perhaps you could limit objection rights to residents of Queensland.

CHAIR: Do you think it is possible that we could identify, I will just use, downstream water users who are not adjacent to the mine? Could we put together something where we could define who should have the right to object or are we getting back to where we started?

Ms Hayward: I think that would be a very difficult area to define. As you said yourself, hydrogeology is a very grey area. In order for it to be pinned down and to be said that only these landholders in this area would necessarily be affected so they are the only ones that can be object—

CHAIR: We have not done much to change it, have we?

Ms Hayward: No. I think in that situation it is just going to make more work and make a lot of people unhappy.

Mr HART: I am still nervous that I live in Burleigh Heads on the Gold Coast and I may have the right to object to something that is happening in your backyard—that is, affecting you but not affecting me. I am not sure I am comfortable about that. I take your point about Queensland. That is a good point. I am still thinking that we need to limit it even further than that on some level—people who are affected directly by something.

Ms Hayward: I do not honesty believe that. We are in a democracy. I think if you are going to start limiting people's right to object to projects we have to look at the big picture. A lot of these mining projects are very large. A lot of the coal seam gas projects are having huge cumulative effects on things like groundwater and the Great Artesian Basin. I have information that I am going to table regarding that. I think if people in Queensland are concerned about environmental impacts—impacts on the Great Barrier Reef and impacts on the Condamine River which has bubbles of gas coming up in it because of coal seam gas mining—they have a right to object to such issues.

Mr HART: Let us flesh that out for a second. I take your point about mining, but let us go back to me living in Burleigh. The committee has to look at the whole of Queensland and how the legislation affects everywhere. I am just wondering whether I should have the right to tell you whether you chop down a tree or whether you change the heritage value of your house and all of those things on your property or are you just talking about mining?

Ms Hayward: With due respect, we are discussing the MOLA Bill—

Mr HART: Absolutely.

Ms Hayward:—which discusses the common provisions bill which is to do with the resource industry.

Mr HART: If we set a precedent in one area it spreads to other areas.

Ms Hayward: The precedent was already there. So pre the Mineral and Energy Resources (Common Provisions) Bill there was a precedent. I think there was a quote from then minister Cripps, who introduced the Mineral and Energy Resources (Common Provisions) Bill, that we cannot have people in California objecting to mining leases in Queensland.

Mr HART: The same thing will happen with the vegetation management area. I am concerned about this spreading to everything. Can you see my point?

Ms Hayward: I can see your point, but I think that is a bridge that would have to be crossed when you came to it. At this point in time we are dealing with resource activity, the MOLA Bill and the Mineral and Energy Resources (Common Provisions) Bill which has removed public objection rights. The MOLA Bill is proposing to reinstate them. I think that is a good thing. I think if you had to limit objection rights in any way, all I would say is that people in Queensland should be able to object.

Mr HART: What is your understanding of what happens when someone objects to something in the Land Court? What do you think the outcomes could be?

Ms Hayward: We have been down that track ourselves. We have objected to mining lease applications and environmental authority applications to the Land Court. The issue that we were dealing with at the time was groundwater. An extension to the Callide mine was proposed—not Boundary Hill but Callide. There was a lot of concern amongst a group of local landholders that the extension would affect groundwater. A large group of us relied on our bores to provide water on our properties. We objected to the environmental authority application and also to the mining lease application for that particular project. Because of those objections, the mining company was very happy to enter into negotiations with our group to make sure that we all had make-good agreements that were covering the issues that we felt were dealt with.

At that time, we found that the Land Court was very good to deal with. The objections process was very specific. You had to object in the correct manner, otherwise the Land Court would not consider your objections. We had an adviser who helped us to prepare our objections so that they were done correctly. They had to be submitted within a time limit. We proceeded with all of this. The objections were accepted. We did proceed to a directions hearing with the Land Court, which again was very straightforward. It provided us with time lines. We had to conclude our negotiations with the mining company within a certain time frame, otherwise we would be actually going to court for a hearing.

The process is very strict. It is very clear-cut. Landholders have to understand how the process works. We did. I think anybody who is objecting should understand the process, otherwise the Land Court possibly will throw their objections out.

Mr HART: So the process is shortened by an agreement coming to fruition before it gets to the Land Court in most instances or while it is in the Land Court but before it comes out?

Ms Hayward: Absolutely. I have spoken to landholders who have objected and in these instances—and I am not going to name landholders or mining companies—the mining company has been very reluctant to grant make-good agreements or compensation for certain issues. Because the landholders have actually stuck to their guns and they have been through the directions hearing process, they still not necessarily have come to a conclusion in the negotiations with the company, because the company has been stalling for time. It has actually gone to a hearing date. In one particular instance, the mining company settled with the landholders the day before the hearing date. The landholder I was talking to said that the mining company admitted—and this is just quoting verbally what I had heard—that they were hoping to get out of it without having to compensate the landholders and they could not believe that the landholders had actually stuck to their guns and that they had to settle with them at the eleventh hour.

Mr HART: Good points.

Mrs LAUGA: You might have heard the former witness in the hearing talking about opt-out provisions. What is your opinion on opt-out?

Ms Hayward: I think opt-out, for us, means quite different things to opt-out for people who are dealing with coal seam gas. The points that Joanne made before were very valid, because the Mineral and Energy Resources (Common Provisions) Bill was effectively trying to amalgamate the Mineral Resources Act, the Geothermal Gas Act and the Petroleum and Gas (Production and Safety) Act, to streamline all of that legislation. However, I think the problem with that was all those separate legislations were designed for very specific resources.

If you are in a situation where you might be faced with coal seam gas companies wanting to come onto your property, they might say to you, 'We are only going to do a little bit of work. It is nothing major. Just sign this opt-out agreement, because we are really not going to be disturbing you guys very much.' To the landholder, that might seem valid. It might seem a quick and easy way to not have to deal with all of the negotiations that go with such things. They might sign the opt-out agreement and then, down the track, the gas company might say, 'We are now changing the infrastructure; we have found out we have to put in a mainline value, so now we are going to have to put this great big noisy piece of infrastructure on your property.'

That has happened to us, because we also have three high-pressure gas lines running through our property, as well as an open-cut mine. In one situation we had a gas company that said, 'We are putting a gas pipe through,' and then six months down the track they actually changed their tune and said, 'We now have to add a mainline valve.' We had not signed an opt-out agreement because we had conduct and compensation agreements and so on with them, so they actually had to talk to us. They had to negotiate extra compensation for the mainline valve, which was quite a large piece of infrastructure that they put on our property. If we had signed an opt-out agreement, none of that would have been able to occur; it would have just gone ahead.

CHAIR: Rhonda and Peter, if you feel as though you need to add a little bit to it—

Mrs Selmanovic: She does a wonderful job.

CHAIR: I know, but if you feel you want to add something, just follow Fiona.

Mrs LAUGA: You were in the throes of discussions with a mine company about a proposal within close proximity to your land. Do you feel empowered and in control, that the process is clear and that it is going smoothly? How do you feel about the process?

Mrs Selmanovic: It seems to drag out. We submitted on the EIS, and I was pleased that EHP got back to us after the mine had looked through it and done things, and then we got to submit more. I did not expect to get a second and a third chance to submit on the responses from the mine, what they had done and stuff like that. Even though it has dragged it out, I was pleased that we did get that, because I thought it was one shot and you were good to go. I was pleased that that happened. I am happy for it to take a longer time rather than cut all the red tape and make it quicker and easier, because at least you are covering all the bases. You are making sure you are getting it right, rather than 10 years down the track saying, 'No, I shouldn't have done that.' You have more of a chance of getting it right.

Ms Hayward: I agree with Rhonda. I think we are very lucky, as a group of landholders, because we have been dealing with the mining company for a very long time and we know the ins and outs. We also have access to legal advice. We are probably fairly fortunate in that sense. If we were landholders who had never had to deal with resource companies before and did not have access to or could not afford legal advice, I think it would be very different ball game. As it is, some nights we have to drink a lot. Stress-wise, there is basically no family routine and the farm routine gets thrown out because of the time that we have to spend.

Mrs Selmanovic: It puts a lot of pressure on families.

Ms Hayward: Yes, on families and on relationships. If we were not as well informed and we did not have access to legal advice and if the processes were moving us along faster than they already are, I would hate to think what would happen to us. I would certainly hate to think what would happen to other landholders in that situation.

Mrs Selmanovic: It is quite new for us coming into this, whereas Fiona has dealt with it because they have a larger property with coalmines on a couple of sides, and the gas and that. She has been more involved in it over the years than we have been, so we are quite lucky in that we can go, 'Fiona?' That has helped us. Without that, I really do not know where we would be as an everyday person who has had this plonked in their lap.

Mr KNUTH: Fiona, with regard to the mining companies that you have been dealing with—and you spoke about going to your member of parliament—when the Mineral and Energy Resources (Common Provisions) Bill was coming in, did you feel that there was a different language from the mining company in the way that they were dealing with you?

Mrs Selmanovic: It did not really make any difference.

Ms Hayward: No. I think at that point in time the Mineral and Energy Resources (Common Provisions) Bill was fairly new to everybody. I do not think the mining companies were necessarily latching onto it and saying, 'We're going to have extra rights.' I think they were about as clueless as the rest of us at that point in time.

Mrs Selmanovic: Our process was already in motion, too, so as far as I am aware it would have stayed under the same—

Ms Hayward: The old original legislation.

Mrs Selmanovic: Yes, because it was already in motion.

Mr KNUTH: Although this MOLA Bill has not yet taken effect, how comfortable do you feel with this new legislation?

Mrs Selmanovic: We would know that, as Queenslanders, we can object because you are going to put back the rights. You are going to have the right to object and be heard. If it arises that you cannot come to an agreement or something happens, you can go to the Land Court; you can do all that. It is giving that back to you, so you have some comfort that you have some say, that you are going to be heard and if not you have a process to go through. If the MOLA Bill does not amend all those things, how do I put it nicely? You are stuffed, really. You are on your own.

Ms Hayward: I have a few notes on the MOLA Bill, just regarding it as opposed to common provisions, if you are happy for me to read them out briefly?

Mr KNUTH: Yes.

Ms Hayward: This is based on the submission that I made on the MOLA Bill. Clause 7 amends the definition of restricted land. The MOLA Bill amends the definition, and it is a slight improvement on the original definition of restricted land in schedule 2 of the Mineral Resources Act in that the lateral distance from buildings had been increased to 200 metres. A broader definition of restricted land now includes areas for intensive agriculture, such as piggeries and things like that. I thought that Joanne's point about restricted land now having to be put in place at the grant of the original authority is not fair. It is very difficult for landholders if we have, down the track, to develop our operations and put in infrastructure and then it can no longer be considered restricted land. Perhaps the committee could make some kind of suggestion that there needs to be the opportunity for additional infrastructure to be included down the track as restricted land.

I think it is good that artesian wells, bores, dams and water storage facilities and principal stockyards, cemeteries and burial places have been reinstated as restricted land under the MOLA Bill. In Western Australia, principal stockyards are granted a 100-metre lateral exclusion distance and again it would be nice if that could be considered. I do not think that a 100-metre or even a 200-metre exclusion zone is necessarily effective in protecting that infrastructure. Again, I think this is where you have a different situation when you are dealing with a coalmine as opposed to petroleum and gas, because as Joanne pointed out with the 600-metre rule it did give landholders that little bit more distance. They did not necessarily have a coal seam gas well plonked down 200 metres from their homes, which can be the case now with either common provisions or with the MOLA Bill.

With coalmining, restricted land is very effective because it allows us to say that there are areas on our property that cannot be mined and a mining company that comes then has to negotiate with us more effectively. Restricted land for coalmines just gives landholders that little bit more bargaining power. It does not necessarily protect our infrastructure any more effectively, but it gives us back an opportunity to, hopefully, get a fair outcome from a coalmining company. I think the 600-metre rule that was in place for petroleum and gas did protect landholders' homes to a certain extent from having the noisy and potentially dangerous construction of coal seam gas wells too close to their homes.

I do not know if amalgamating coal seam gas and mining and petroleum is really an effective way of protecting landholders and allowing resource companies to work with them. You may have to look at having different distances for different situations or, if I could respectfully suggest, do what they do in Western Australia where, if it is an agricultural operation owned by a landholder on freehold land, the whole area of the property be considered restricted land. That is the suggestion.

Clause 89 in the MOLA Bill reintroduces the requirement for broader notification of mining lease applications. This is a good thing as it is giving back that community notification of mining lease applications. However, it also states, under 'Giving and publication of mining lease notice and other information', that the applicant for a proposed mining lease is to publish information in an approved newspaper circulating generally in the area of the subject land.

I felt that that was a bit narrow, because it really could be interpreted as having to publish that information in one newspaper which is circulating roughly in the area where the mining lease is proposed. I know we have at least four newspapers circulating generally in our area which would be considered local, and I guarantee that not everybody reads all four newspapers—some people probably read only one—so I think it would be a bit of Russian roulette with the advertising of mining lease applications if they were only to be placed in one approved newspaper. It might be better to specify that the information is published in more than one approved newspaper that circulates generally in the area of the subject land.

The proposed new section 252A(5) states that the chief executive may decide on an additional or substituted way for the publication of documents. From a landholder's perspective it could be argued that if a substituted way of publishing a mining lease notice was decided upon it should be a method of publication that would reach a wide range of the local population. I know that for us, living where we do, we do not have access to fast, reliable internet so I would be very concerned to think that the chief executive might say to a mining company, 'As long as you publish notification of your mining lease application on Facebook,' as an example, 'that will be sufficient,' because I am not on Facebook. I think that giving the chief executive the ability to say that could then open that up to potential abuse from mining companies.

It may be better to specify that a substituted way of publishing the mining lease notice would include at least three different types of communication such as possibly internet, radio and the local council newsletter if there is no newspaper available in that letter. I would like the committee to give consideration to that. I know that our lawyers have to check several local papers every Friday, and they make a point of doing that so they can find mining lease and environmental authority applications that may affect people in the area so that they can notify them, but not all landholders have access to good lawyers.

Mr MILLAR: Fiona, what is the solution? I think we need to find a better way of notification.

Mrs Selmanovic: The data post or where they put the board up and they have to put on it what they are applying for, there is a good chance that someone in that community is going to drive down the road and that is another way the word will spread. You go, you stop, you read it and you have some idea. We have done that around town and around the shire.

Ms Hayward: I think local council newsletters. I do not know whether every council circulates a newsletter, but ours does.

Mrs Selmanovic: You do not always read it, because a lot of the time you go, 'Really?'

Ms Hayward: I always read it. I want to know what they are up to.

Mr MILLAR: What about direct post to landholders around a certain area?

Mr Selmanovic: All neighbours get one automatically.

Mrs Selmanovic: That still does not give the broader community the right of notification in case it is going to affect them.

Ms Hayward: That does not give the broader community the right to have a look and know what is happening.

Mr Selmanovic: But they are going to talk anyway.

Mr MILLAR: It is a very good point.

Ms PEASE: Thank you very much for coming in. I am going to go back to the issue of who should be entitled to object or participate in an objection. What sort of farming work do you do? What do you run on your properties?

Ms Hayward: Beef cattle.

Mrs Selmanovic: We are beef.

Ms PEASE: Where do you sell your beef?

Ms Hayward: The meatworks.

Mrs Selmanovic: To the local meatworks.

Ms PEASE: Then does it go across Australia?

Mrs Selmanovic: We are EU, so it goes to export.

Ms Hayward: Asia.

Ms PEASE: People who are purchasing the end product that you are creating, would they not have a right to be able to participate if the quality of the meat or whatever they are buying is going to be impacted?

Mrs Selmanovic: Yes.

Ms Hayward: It is a really interesting question. I think they should be, but, again, how are they going to know that they are buying meat from your particular local area?

Mrs Selmanovic: It does not come stamped with your name and area.

Ms PEASE: The purpose of my question is not necessarily alerting them to the fact that there is going to be mining but enabling them to object. If I am living in Paris and enjoying a lovely piece of meat from Central Queensland—

Mrs Selmanovic: But you would not know that it has come from Central Queensland—

Ms PEASE: No, certainly.

Mrs Selmanovic:— so I do not feel that you would be looking to have a say because you would not really know. It does not come stamped.

Ms PEASE: Of course.

Mrs Selmanovic: Your piece of steak will not come out on a plate saying where it has come from.

Ms PEASE: Of course, but does that not still give me a right to object, particularly in a worst-case scenario. I know that with Callide, their operations are up for sale. If a mining operator came in who had a terrible environmental record and someone from a country that was aware of that came in, would they not be entitled to be able to object and to let the public know what they have done in their country?

Mrs Selmanovic: Would that not come in through their submission?

Ms Hayward: It is an interesting question. It still comes back to how far you take it. I think too the other thing is perhaps there is a bit of political manoeuvring going on here. We have one political party that wants to limit objection rights, and we have another political party that wants to reinstate them all. We are just landholders.

Mrs Selmanovic: At the moment, the way it is before the discussion paper and all that has happened, where was it limited to then? Is it limited to Australia? Is it limited to anywhere? It is not limited to anywhere? It is worldwide? Could someone in Paris do that?

Ms PEASE: I do not know the answer to that question.

Mrs Selmanovic: How many frivolous issues and other things have there been?

Mr HART: The next question from that is that a person tasting the beef in Paris could say, 'I do not like the way you chop your trees down on your property. It affects my meat.'

Ms PEASE: We are talking about mining.

Mr Selmanovic: If they are going to eat the product you would think they would have a right, wouldn't you?

Ms PEASE: It is just a question. I am just asking for your opinion.

Mrs Selmanovic: That is where you have the Land Court, but you go through the motions there.

Ms PEASE: I am trying to make it a bit more rigorous and to have that conversation about what that position might be.

Mrs Selmanovic: Yes, it is hard.

Mr MILLAR: I was going to follow on from that and turn this 180 degrees the other way. Let us not look at Callide mine, but let us just say there is a mining operation. You have gone through the negotiations. Let us say this mining operation is very good with its neighbours and worked out compensation agreements and opportunities, and it is a good proposal not only for people in the town, but it provides jobs and additional opportunities for neighbours. Let us just say that someone over in Paris who does not like coalmining decides to object to that coalmine. Even though all the good work

has been done and neighbours have come together and worked out a reasonable agreement that provides a good economic opportunity for the regional town with jobs, do you still think that someone from overseas should have an opportunity to object to that mine?

Ms Hayward: First of all, they would have to understand enough about the objection process to lodge a properly made objection that would then be heard, and then it would depend on whether they were a level 1, level 2 or level 3 objector as to what would happen with that objection. If they just wrote an objection on a bit of paper and posted it, it probably would not even be considered. If they wrote it out properly—

Mr MILLAR: Let us just say they are a sophisticated environmental lobby group who know how to object and how to go through that process. Given that the operation and everything has been settled between farmers and between the town and it provides a good opportunity for the community, should they still have a right to object?

Mrs Selmanovic: It may delay the process. It would end up in court, and then there would be a hearing and—

Mr MILLAR: Then we are delaying jobs. I am saying that this is a mine which has probably done all the right things and has played an active role in making sure that they have a good neighbourhood policy. That should not be—

Ms Hayward: What would the sophisticated group be objecting to?

Mr MILLAR: Anti coal.

Ms Hayward: Their grounds would just simply be that coal is bad—

Mr MILLAR: They are holding it up and they continue to hold it up.

Ms Hayward: If they are simply objecting as an anti coal environmental group, I very much doubt their objection would be considered. They would have to object on environmental grounds or very specific grounds to the mining lease application. If they were objecting about the Great Barrier Reef or something like that, then their objection would probably be heard.

Mr MILLAR: I am just looking at the other side. The resources industry has been around for a long time, as has agriculture. I personally come from agriculture. Where I come from there has been some good work and there has been some not-so-good work. I am just looking for opportunities for people to get on with their lives and for employment opportunities to happen and that, if they have done a good thing by their neighbours, they continue to go through that process.

Mrs Selmanovic: Instead of worrying about what they might do, how about worrying what you are going to take away from the ones that it is going to affect. Worry about that in the big picture rather than the little bit—

Mr MILLAR: I am just looking at who can object. We mentioned the scenario that maybe it should be someone in Queensland, or maybe it should be someone in Melbourne or someone in Paris. It is very hypothetical and ambiguous.

Mrs Selmanovic: It is. That means they have to have really good notifications, which we are waiting for you to put in for them to find out about it. If they find out about it that means it is good.

Ms Hayward: To know that it is even happening.

Mr HART: We heard from one of the workers yesterday at Callide mine, who said that his job relies on the next expansion of the mine happening. His wife is a doctor in the local town and if he leaves, she leaves and teachers leave. There is a cascading effect, so we do need to be a little bit careful on that because that could have a more detrimental effect.

Ms Hayward: I would like to point out that in that specific situation the company is in a lot of financial difficulty, and so I think quite a bit of the delay and the loss of jobs and a lot of the problems that are happening in our local area are more due to the position of the company financially than necessarily delays regarding that particular extension. There is the downturn in coal, but there are also a lot of factors there.

Mrs Selmanovic: In that specific instance he should not be complaining if his wife is a doctor because there are other people out there with a lot more issues. If he is worried about his job, there are a lot of people out there who rely on one wage.

Mr HART: He is worried about his wife moving out of town and then you not having a doctor anymore.

Mr Selmanovic: We are all shipped off to Rocky now anyway.

Ms PEASE: Do you think that farming and mining can coexist?

Mrs Selmanovic: In the right space maybe.

Mr Selmanovic: The way they have treated us, no.

Ms Hayward: I think again we are farmers and graziers so we cannot make the rules; we can only follow them. The same applies to resource companies. They do not necessarily make the rules; they have to follow them. At the end of the day, whatever happens comes down to whatever the rules are at the time. I think if the rules give a fair and level playing field, then there is a chance that companies and landholders can come to some kind of agreement. If the rules do not, then there is no chance whatsoever.

In our situation we are playing by the old rules, so we do have a little bit of bargaining power. We have certain things that protect us from mining companies. It has not been easy; it has been very stressful. I think even under those old rules the mining companies still have the upper hand because I suppose they are big players, multinational corporations. They can afford to have people working for them that read through paperwork. They can afford to have people working for them to answer the phone.

To go back to the hearing that I gave evidence to in Mackay in 2014, there was a landholder at that particular hearing who was about to enter into a Land Court hearing to decide the fate of his entire operation. He knew that he would never get recompensed for the time and the stress issues of dealing with a mining company. He just wanted adequate compensation for the potential loss of all his water supply for his property. He was not asking for compensation for stress. He was not asking for compensation for lost time or anything like that. He could not afford to employ a lot of advisers and experts and HR people to help him out when he was dealing with those resource companies. None of us can afford that. These big companies can afford far more assistance than what we can. I think there is a very unbalanced playing field. I do not think we will ever get on with them, but I think we could probably live with them.

Mrs Selmanovic: We have proved that we can live with them. It has only been since December 2012 that we have had to live with the real impact of it. We have lived next door to the mine, as I said, without a lot of issues because they were mining in an area that was not impacting on residents. They were mining in an area away from people's residences. It is when they come close that you have your issues. Maybe they can as long as they are not too close to residents and that they are not going to be impacting on something like underground water that may then have a consequence on somebody else's business.

Mr Selmanovic: Even overflow water, too.

Mrs Selmanovic: Yes, surface water. As long as they are not impacting something like that, in those instances there is no reason you cannot live with them, because we have done that.

Mrs LAUGA: I wanted to give you an example and then get your feedback. If, for example, you wanted to develop your land—put some feedlots on it, subdivide it, get some sort of development approval—you would have to go through the process and then publicly notify, put your sign up out the front and let the adjoining neighbours know and let everyone make submissions. There is nothing stopping Anglo American in their London headquarters from making a submission and objecting to your development, your subdivision or your feedlot proposal and then appealing it in the court. The Planning and Environment Court has the ability to throw out frivolous and vexatious appeals as well, but there is nothing stopping Anglo American sitting in London from making a submission and taking you to court for your subdivision or your feedlot development. Do you think, then, that, if someone in London or Sydney or Melbourne or Brisbane or even just down the road can take you to court for a development proposal, a level playing field should apply with mining developments or resource developments?

Mr Selmanovic: What is good for the goose is good for the gander, isn't it? If it is good for them, it is good for us.

Mrs Selmanovic: If you want to allow objections, it has to go both ways, I suppose.

Mr HART: Maybe it is not good for them, either.

Mrs Selmanovic: If what you are saying is happening, they would have a right anyway being a neighbour to put in an objection. If a road is not a direct neighbour and it is all turned around—

Mrs LAUGA: BMA or Woolworths or anyone around the world could appeal your development proposal in the Planning and Environment Court regardless of whether they were a neighbour or whether they lived in London or Sydney or anywhere.

Ms Hayward: I think because resource projects are such an environmentally hot topic they probably do attract a lot more objections from overseas than someone planning to put in a feedlot on their property. I do not know that we are really qualified to comment on that.

Mrs Selmanovic: I do not think we are.

Mr KNUTH: Do you feel that the latte sippers down in Victoria are used too much as an example for not giving you the opportunity to have those objection rights?

Ms Hayward: We had objection rights prior to the Mineral and Energy Resources (Common Provisions) Act coming in. Prior to that I was not even aware that there were huge issues with objections by environmental groups from California or latte sippers in Melbourne.

Mrs Selmanovic: I do not think there are. On record they are saying they are not, so we cannot see why that is an issue really.

Ms Hayward: Yes. On record they are saying there are no frivolous and vexatious claims.

Mr KNUTH: In your example you are saying it is a beat-up.

Mrs Selmanovic: That is my opinion and mine only.

CHAIR: The mining companies are the only ones who are saying it, really.

Mrs Selmanovic: That is our opinion.

Mr KNUTH: What you are saying is that the Land Court can throw out frivolous claims, so what is the big issue?

Mrs Selmanovic: What is the issue? Why do they want to take away your rights for that reason?

CHAIR: We have run out of time, but we would be happy to keep going for a few minutes because some of the other witnesses have not turned up and I still have a couple of questions I would like to ask.

Ms Hayward: I still have information that I want to table, if you are happy with that.

CHAIR: I just wanted to ask about hydrology. I believe that access to water is one of the main fears for landowners. I have lived on the land and I think it is important that the ordinary farmer and the ordinary man in the street has an understanding of the hydrology of not only the water supply in their area but also what is happening on the mining lease. How important do you think it is that you have a good understanding of the hydrology with regard to your objection and the ability to prove that you do have a problem? You can say that you have a problem, but I think in a lot of cases we could say that there is not really a problem because the water runs in a different direction. I think it is really important that we all have a good understanding of the hydrology of the mining lease and our side of the mining lease. Do you want to comment on that?

Ms Hayward: Yes. I would definitely agree with you about that. As an example I could cite Bruce Currie, who objected to I think the Alpha Coal Project—I am not 100 per cent sure. The story was that Bruce was told that his groundwater would not be affected and the hydrogeologists that the resource company had engaged had prepared a report on the groundwater which stated that Bruce's groundwater would not be affected. Bruce objected. He believed that his groundwater would be. The objection went to the Land Court. Bruce and his wife could not afford the $400,000-odd in legal fees of preparing their own case, so they did everything themselves. They ended up with a very good understanding of the hydrology and the geology of their area. They took all of their information to the Land Court and said, 'We have this information. We believe that we will be affected. We can prove it through our research that we have done. We do not think the mining company's research into the groundwater has been adequate,' and the Land Court did uphold their objection.

I think landholders need to be well informed. I think it is difficult at times because with underground water particularly you cannot see what is down there. Quite often you are relying on primary information that may have been prepared by the resources company. In our case with our local mining lease extension I do have information to table about the hydrology in our area, which is the Precipice Sandstone aquifer. The mining company has engaged groundwater experts to prepare information for the EIS. Then they have had to go back and engage a different panel of hydrogeologists to do a more detailed study because the Department of Environment and Heritage Protection I think decided that there needed to be more information prepared on the groundwater. The information I am tabling comes from that more detailed study on the groundwater. That has told us that our bore is going to be impacted and that our neighbour Nick Dudarko's springs will cease to be springs. That is all information that has been provided to us. We are fairly well aware of how our aquifer behaves anyway, and this information that the mining company has provided does back that up.

In a situation like that, make-good agreements are then what the landholders have to rely on to protect their water. Even in that situation you still have to prove that it was the mine that affected your water. During the whole process, from the beginning of a resource company coming in right through to the point at which a landowner's bore is potentially affected, the onus is generally on the landholder to prove that they have been affected.

CHAIR: Or potentially could be affected.

Ms Hayward: Or potentially could be affected.

CHAIR: When do you get the opportunity to present the evidence that you have to the Land Court? Have you already done that?

Ms Hayward: We are not yet at that point in the proceedings.

CHAIR: You are doing your homework first.

Ms Hayward: You do your homework first. The Department of Natural Resources and Mines generally recommend to mining companies to offer blanket make-good agreements to neighbours because their take on it is that, if the mining company's water information is worth a pinch of salt and it says that only X, Y and Z neighbours will be impacted, it does not do any harm to offer make-good agreements to neighbours A, B, C, D, E, F, G and so on. At the end of the day the mining company will probably never have to make good on those agreements, but it will avoid a lot of objections in the Land Court down the track. People that we have spoken to from DNR said that there was one situation where there were two very large mining companies in a similar area. One company offered basically blanket make-good agreements to all the neighbours and they had very limited objections to their mining lease application. The other company decided to be, I suppose, a little bit tighter with their make-good offers and they only offered those make-good agreements to a few landholders and many more landholders objected. A make-good agreement is not a particularly onerous thing.

CHAIR: Are you aware of anybody who has had an experience with make-good provisions or make-good requests?

Ms Hayward: Yes, it was very many years ago. There is a group from the Mount Larcom area that have make-good agreements. They were at the point in their make-good agreement where I think the resource company was actually trucking water to them because that was the only option for them to get water under their make-good agreement.

CHAIR: With your knowledge of the Mount Larcom project, I think there is a history there for us all to go back and have a look at how underground water can be impacted on by a mine.

Ms Hayward: It is a problem also because if they have destroyed an aquifer and destroyed water for landholders then who is going to provide them with water under the make-good agreement when the mine has packed up and gone away and is no longer operating? That is something that landholders are very concerned about, generally speaking. Even with Peter and Rhonda's situation, because they rely on surface water—

Mr Selmanovic: They have said that we are going to be affected—our surface water.

Mrs Selmanovic: If the new mining lease is granted, yes.

CHAIR: They have only said that to you verbally, though, haven't they?

Mrs Selmanovic: No. It is in the EIS. They are going to divert so much of the creek around behind the mine which will go down another creek and not down along the Gate Creek.

CHAIR: You will lose the ability for your—

Mrs Selmanovic: Catchment.

CHAIR:—aquifers to top up.

Mrs Selmanovic: Yes.

CHAIR: You have said you have some information there you would like to table. Can you identify what that is and then ask for it to be tabled?

Ms Hayward: I would like to table some information about levels of objection in the Land Court, levels 1 to 3, and how that actually works in the Land Court just to support the fact that there is a fairly strict process for objecting.

CHAIR: Just name all your documents and then I will get the clearance from the committee.

Ms Hayward: With regard to hydrology, I would also like to table a map of the geology in our area which shows the Precipice Sandstone aquifer and then information from the detailed groundwater report in the environmental impact statement which talks about impact to landholder bores and potential long-term impacts on the Precipice Sandstone aquifer generally.

CHAIR: That would be handy.

Ms Hayward: It also explains how the aquifer recharges and discharges and movement through the aquifer. With regard to the extent of resource tenements in Queensland and the fact that perhaps everybody should be able to object to resource projects, I would also like to table this map from the ABC website. This is a map that shows coal seam gas wells in Queensland and the orange areas are the actual tenements—so the potential for more coal seam gas. This is from 2012. I believe that there have been a lot more coal seam gas tenements granted since then. I would also like to table a map that shows exploration and mining titles. It is Australia-wide but obviously Queensland is there, and that is coal and coal seam gas. As you can see, you can hardly spit between resource titles in Queensland. It is a very big issue that landholders and communities face.

CHAIR: Are they the ones you would like tabled?

Ms Hayward: Yes.

CHAIR: If the committee is happy with that, it is approved. Thank you.

Ms PEASE: You mentioned that the mining company had to resubmit their geology reports. Why was that? Were they not thorough enough to begin with? Did the court ask for more information? Why did they ask for more information?

Ms Hayward: I think it was a case of the Department of Environment and Heritage Protection saying that they required more information. I think DNR flagged something with the groundwater as well. Certainly, landholders who had groundwater on their property were submitting because one thing we were very concerned with was cumulative impacts, which does relate back to the exploration tenements map that I am tabling. When you have an area where there are a lot of resource projects and overlapping tenures—as an example, you might have coal seam gas and mining—you are not just looking at the impacts from one of those operations. Quite possibly, when the resource company prepares their environmental impact statement they may only look at the impact from their operation, but the landholder could be suffering a cumulative impact from all of the resource operations in their area. Certainly, that was the case with our particular EIS relating to Boundary Hill South.

Ms PEASE: Had you as landholders picked up on that yourselves that the mining company had not provided adequate information?

Ms Hayward: Yes, we had. We were very concerned with the initial level of information that was provided about the groundwater and we did request they do more detailed groundwater studies. The Department of Environment and Heritage Protection came to the party. I suspect that is probably mostly why the resource company had to go back and redo the water study.

Ms PEASE: Were they done by different companies or was it the same company that undertook both studies?

Ms Hayward: It was a different company. A different company did the second, more detailed groundwater study. They actually did remark that we are in a fairly unique situation—that the precipice sandstone aquifer that the resource company has to go through to get to the coal is a unique situation. The hydrogeologist said even then they are not 100 per cent sure what will happen when the aquifer is breached to get at the underlying coal deposits. They can do water modelling and they can predict impacts but no-one can say for sure until it happens what will actually be the impact.

Mr HART: I want to get on record some discussion about strategic cropping areas. Have you had a look at what strategic cropping land is around your particular properties? Are you aware of any changes that might have happened in recent years?

Ms Hayward: Yes. When we were doing our submission on the environmental impact study, we did mention about strategic cropping land in our area because it was one portion of the land that we felt would be included in the strategic cropping land classification. We were also informed that the resource company was applying to have some of those classifications changed. They were applying to DNR and they were successful on that.

Mr HART: Was that on their land or other people's land?

Ms Hayward: It was on their land. It was on land owned by the resource company.

CHAIR: What has been your experience with regard to actually negotiating with the mining company yourself?

Mr Selmanovic: Not pleasant.

Mrs Selmanovic: As in when you put in complaints?

CHAIR: Any sort of discussion you have with the mining company? Do you think you get a fair go?

Mrs Selmanovic: Yes, you do. They come, they listen, they say lots and they go away and nothing happens. That has been it, whether it is to do with noise, dust or whatever. They will come and they will listen and they will say, 'Oh, yes,' but they will go away and nothing changes. They have a complaint form you have to do in that process and still nothing changes.

CHAIR: Fiona, do you have anything to add?

Ms Hayward: I would probably agree with Rhonda. I think a lot of the problem too is that you are dealing with many, many different people over a long period. Every time a new face comes along, you have to re-educate them.

Mr Selmanovic: Start again.

Ms Hayward: You start all over again, you restate your position again, then they say, 'Oh, but blah, blah, blah,' and you have to explain to them yet again that that is not actually how the situation is. That is incredibly difficult from a landholder perspective to reinvent the wheel every time.

Mrs Selmanovic: And nothing changes. It does not matter how many faces you see.

Ms Hayward: And nothing changes. I think also, as Rhonda mentioned in her opening statement, there is a certain amount of not arrogance but it is like that, because I think resource companies are well aware that their governing body—the Department of Environment and Heritage Protection would be the group that would be coming in to investigate complaints from neighbours—is a bit of a toothless dog. In a lot of situations, the department does want to try to improve things if the landholder has put in a complaint or a community member has complained, but the department is a bit limited in what it can actually do to make those resource companies toe the line.

Mrs Selmanovic: And the resource companies know that. They know they can hold them up if they come to the gate to do something. They know by the time they put them through all the things to come onto the mine site and if they know why they are there, they can rectify the problem, which we were told.

CHAIR: Thank you very much for your time and for making the trip in here this morning. It is much appreciated. We have certainly learned a lot from you. We will now have a short break because the next witnesses have not turned up.

Proceedings suspended from 10.51 am to 11.15 am

FINDLAY, Ms Melanie, Partner, Rees R & Sydney Jones Solicitors

CHAIR: I welcome you here, Melanie. Could you please state your name and your position?

Ms Findlay: My name is Melanie Findlay. I am a partner at Rees R & Sydney Jones Solicitors. I am registered as a lawyer with the Queensland Law Society, though as Melanie Oliver because I was recently married. I work at Rees R and Sydney Jones in land access. I have worked for rural landowners solely for about 10 years. The land access space increased my workload over the last six or seven years. I predominantly represent landowners in regard to gas field facilities and I spent about three years working just on pipe.

CHAIR: Do you have an opening statement?

Ms Findlay: Today I would like to discuss briefly the amendments in regard to restricted land objection rights and perhaps some issues in regard to land access that were undesirable under MERCP that perhaps need some drafting amendments. I was not proposing to go too far out of scope, though—just some simple suggestions on those other amendments.

CHAIR: We might start off with you telling us what you think of the reintroduction of the objection rights of landholders under this bill. How do you feel about that? If you have any good examples for what you are saying, please let us have it.

Ms Findlay: Initially, when MERCP was presented I was extremely disappointed. It was very difficult to work with. It felt like that book where the porridge was too hot or the porridge was too cold; you had to be the right landowner to fit in the middle to have an objection right, which was really quite unfair. For example, if the project was extremely large and a coordinated project, your objection rights were pretty much nil if you were not directly affected. If you were a very small-scale miner you also were not provided with objection rights, but some people fitted in that middle category. I did not feel that, firstly, the objectives of the last bill were desirable for either party because it created quite an unfair situation simply depending on the scale of the mining activity that you were facing.

I am extremely happy to have objection rights restored. Objection rights are used by not only landowners directly affected by mining but also those indirectly affected. An example might be that you might have a property where the draft EA does not have desirable provisions in regard to water and you may have a bore on the property next door. You may, therefore, feel the need to lodge your objection in order to be heard in regard to your property. When it was only directly affected landowners, you would be missed in that space. When you are dealing with an ML, only owners of land are compensated, not occupiers. An example we might have in the office is where we have a deceased landowner and the children are the beneficiaries of the will; they are not strictly the owner on title. It was very difficult to work through. Lodging an objection just got us heard and got us to the table to deal with the company.

One thing in regard to objection rights that I think perhaps has been missed is we are all going to this online world where you can lodge your application for a mining lease online, but in regard to objections, our landowners live in the bush and they will be served or posted by registered post a pile of mining lease documents. It takes some time to get to them and they have 20 business days usually to lodge their objection. Because of the way that things are now circulated, I will usually get instructions a few days after the client receives the mining lease objection paperwork and I will have to go investigate and find the EA or the draft EA by either writing to the department or paying a fee in order to receive the EA. Sometimes when you are dealing with small-scale miners or junior explorers that do not have legal representation, you do not receive the correct documents and you do not get the whole mining lease application, so you spend time locating that from the department. You then are required to draft up your objections and then you get your client to sign them and they have to be originals. Then you have to serve both the relevant hub or department and also serve the miner. It is incredibly difficult to get that done in those 20 business days.

Even just saving a few days by allowing objections to be lodged online I think would be a good service. Perhaps it would not advantage landowners, but it would make the system more streamlined. It is rarely upheld that if you receive only part of the information from a miner and you are missing some of the application—the Land Court usually says that that is not a good enough excuse to uphold an objection in regard to the mining lease. You cannot argue the issue that you did not have all the information when it gets to the Land Court. We want our objections to be as structured and to the point as possible, so getting the correct information straight away would assist. I think that a 20 business-day period, especially when you are dealing with extremely large mining projects, is probably not workable in the bush unless there was an online system of some sort to get the draft EA and lodge your objection. That is probably a bit of feedback. I am glad to get the objection rights back, but the current system is very difficult to work through right now.

CHAIR: Who do you think should have the right to object?

Ms Findlay: I think anyone should have the right to object.

CHAIR: Can you expand on that?

Ms Findlay: I do believe that environmental groups should have the right to object simply because at least they are funded. Not all landowners can afford the hydrology evidence et cetera that is needed to lodge a concise objection. I do know that if you put your mining company hat on there are issues in regard to some long-winded objection hearings, but I do not feel that that is a good enough reason to narrow the scope of who should be able to object to a mining project.

CHAIR: In your experience, are you aware of what we call vexatious claims or objections that are put in that are really just stretching the bar?

Ms Findlay: I am aware of media reports of that sort of thing. Sometimes when you actually review the decision of the court or the objections of the landowner affected they are fairly valid, but perhaps they did not fit within the scope of what an objection should be framed around. Maybe that is a lack of legal advice or whatever on behalf of a landowner. Sometimes there is a bit of media spin in regard to some of the environmental objections.

CHAIR: Do you think they have been lodged to deliberately extend the period so it takes them a long time to get through these processes—mining companies?

Ms Findlay: If that is the case, then I think the Land Court probably needs some assistance there. The Land Court was a tribunal of valuers initially and their role has become quite expansive. Perhaps that is a delay problem that could be resolved in some other way. However, I do not see why the 'Hinchinbrook committee for blah blah blah' should not be able to object on the grounds of something to do with the Barrier Reef.

Mr HART: This bill is nothing really new; it just undoes what was done in MERCP. I want to get a clear understanding of what you think MERCP means, because I am having a little bit of trouble getting to the bottom of that. As far as people who can object under MERCP are concerned, what is your understanding of adjacent or affected landholders? Have you got a clear idea of what that means in your head?

Ms Findlay: It was in regard to access. You either had to have the ML on top of you—the overlying tenure on top of you—or you had to have a property where access was sought to go through it. That is my understanding of MERCP.

Mr HART: There is a part of the bill that talks about adjacent land, and it is covered under section 252A of the act as a definition. Would you be aware of what that definition is?

Ms Findlay: I have a bit of legislation fatigue at the moment.

Mr HART: That is okay. I was hoping that, given this was your area of expertise you may have been—it has been in place for two years. Were you anticipating that it would be—

Ms Findlay:—undone, yes.

Mr HART: Right from two years ago?

Ms Findlay: Two years ago—for example, I had a project in Central Queensland where I had a landowner and it was a coordinated project. If MERCP had come into force, that landowner was two properties away and would not have been able to have objected. However, under the new bill, his rights to object are retained. His concern was water. Under MERCP, he did not fit the criteria, but luckily that provision had not been assented to.

Mr HART: What about provisions under the regional interests bill with regards to strategic cropping lands? Do you think there is any benefit to those sections of that bill with regard to mining applications?

Ms Findlay: In terms of—

Mr HART: In terms of who can object and the process of going through an EA and getting approval for a mining application around strategic cropping lands. My understanding is that all these bills were going to mix in together and cover each other on some level and decrease red and green tape.

Ms Findlay: In that example of a landowner two properties removed from a project, that did not assist him; the strategic cropping law did not assist him?

Mr HART: That is my question. Do the areas of the regional interests bill assist those people in any fashion?

Ms Findlay: Only if there is an activity going to occur on their property that has a permanent impact. If you were a landowner a couple of properties away worried about dewatering or dust impacts, for example, no, it does not assist you. If you are a landowner who is about to get an ML placed over your property, you will be asked to sign a consent form or wait for them to go through a rider process, which is an additional step. We have just had an experience where we had old applications under the old strategic cropping legislation lodged 18 months ago that have sat in the department's drawer and then only four months ago the landowners were served with notices covering an extensive part of Queensland to say that their property was going to be applied for to be deemed not strategic cropping land.

Because that company had lodged that application before the rider—before the transition date—the old act applied. In order to meet the criteria for being cropping land under the old legislation, because that criteria is so narrow, many of those clients had no case and their properties are now deemed not strategic cropping land. There was vast acreage of land covered there. I feel that probably, with the application down Wandoan way and this application that covered Bowen and Surat, I do not know what acreages would be left to be covered under the new legislation anyway.

Mr HART: What is your view on opt-out agreements?

Ms Findlay: I think they are very dangerous for landowners, especially because they are usually not aware of the future impacts or devaluation of their property that some of the CCAs can create. I do not know if you know what the paperwork is like that the landowners receive when they get the bundles of paperwork from the companies, but it is easy to miss things. For example, that strategic cropping land application that occurred, because the people are within a gas tenement they receive bundles of documents every six months and they are approached by land access fellows whom they have been friends with for the last few years and they will just throw these documents in the back of the ute because they think it is just another bundle of notice documents.

I think opt-out is dangerous in that they are already confused by the amount of paperwork they get. I think it is a bit like when we looked at PAMDA. When you buy a house, there are so many warning statements and things on top of everything that they get that they get very confused. In your first pack you get your code, you get your copy of the EA, you get a copy of the resource authority. You get a one-page form that says, 'How, when, where and why we are going to do stuff over the next 12 months,' which, by the way, is fairly useless. It usually says, 'On lot 1 we might drill somewhere and we will do it in the next 12 months.' That does not really assist anybody. That one page is hidden among a stack about that big—and I am showing two centimetres—and they receive that regularly from the companies. I think the opt-out agreements would get dangerously put in that pile and missed, because I see documents that are really important being missed by landowners.

Mr HART: Do you have any recommendations that the committee might make about opt-out documents? What would you like to see us do?

Ms Findlay: I think opt-out needs a certificate, or a cooling-off period—a certificate that they got advice from somewhere, or a cooling-off period if they sign it.

Mr HART: Similar to something else that you—

Ms Findlay: Like a guarantor's certificate that you get for a bank advice or something like that. It could even be a prescribed form that they have to go to somewhere and they just have to read it out and say, 'I understand that this will bind my title. I understand that there might be impacts to my business. I understand that there might be a reduction of income during the period.' Even if it is a specified form so it—

Mr HART: Countersigned by a solicitor, or something?

Ms Findlay: Something like that, yes.

Mr HART: What are your views around template compensation agreements?

Ms Findlay: I do not know that any companies would agree to that. I think they have been trialled in New South Wales and then I think the company started putting extra things in and then I think the farmer's federation down there said that they no longer encouraged them. The standard CCA is not too bad. It could do with some adjusting. For example, [redacted] use a master agreement now, which has the general terms and then if they want to go and do another set of activities they will give a landowner just a two-page thing that says what the new activities are and the only thing a landowner is allowed to negotiate on is the money. They cannot negotiate the conduct, or the access terms again or indemnities or anything like that. There is now conduct like that occurring.

Mr HART: The companies are putting out their own templates?

Ms Findlay: Yes.

Mr HART: What if it was a template that came from AgForce, or Queensland farmers or—

Ms Findlay: There is a template, but it does not get used. If you look at the [redacted] version of the template, it is about 12 pages. The [redacted] set of special conditions at the back adds an additional eight or nine pages. Not only do they add the special conditions at the back but also they amend the general conditions throughout the document. I find it confusing to read.

The [redacted] agreement reads well. It is quite farmer friendly in that it is, 'You agree to do this. I agree to do that,' rather than 'The tenement holder as the authorised holder,' blah, blah, blah. I like that terminology better than even, say, the government's document. I think the master document is a bit dangerous. If there were a document that was endorsed by some bodies like AgForce or QFF I would be happy to look them over, but I think we were given that opportunity when the standard CCA came out. I think the time frame was very small. For example, I never was given a consultation advice on that.

Mrs LAUGA: On the CCAs, would it be helpful if there were mandatory minimum standards, or mandatory requirements of what a CCA had to have in it and the wording and terminology that is used to help ease any confusion and also have it clearly set out exactly what has to be in one?

Ms Findlay: The act has 10 points that says what has to be in one, but what the companies usually forward goes well beyond that. I think if you put your mining hat on again—I try to have a Rees Jones template, say, for the pipelines especially—if you are a company that has 4,000 wells and 2,000 agreements you would probably want exactly the same document so that your land access guys are clear on what they have to do on each property. Otherwise, if they have certain templates on one property and certain templates on another batch you can tell that the contractors will stuff up.

Mrs LAUGA: Before you were talking about one of your clients who would not have been able to object under the MERCP constitution but with MOLA, if it were to come into effect, the client would be able to object on the basis of water. Could you tell us some more—I understand that you have to be confidential—with respect to the type of issues that he was facing on his land as a result of the proposals?

Ms Findlay: This was a mine that was already in existence. He felt that his bore was already being impacted. The expansion was coming closer to him. He felt that, despite their modelling, he had already had an impact, so he wanted a make-good agreement, which he is not entitled to under that MRA and he not have been entitled to it, even if it were under PAG, because the modelling that the company did showed that his bore—or their consultant—would not have been impacted. The company had promised for two years that they would give him a make-good agreement, but until he lodged the objection they would not come to the table.

Mr HART: Is he able to object under the MOLA Bill? Would he be able to object?

Ms Findlay: Yes.

Mr KNUTH: In regard to that, as the MERCP had not come into place, how was it a problem with him?

Ms Findlay: Because we did not know when the mining lease application was going to be lodged, so MERCP was in play. It had been presented, but those sections had not come into play yet. My advice to him, which is confusing to give, is, 'At the moment you have a right to object but there is a bill that may be proclaimed shortly and you will not. We will lodge an objection anyway and see how we go.'

Mr KNUTH: In regard to the previous bill and now, are you finding that there is a little bit more optimism?

Ms Findlay: Yes.

Mr MILLAR: Can we talk about opt-out? Why would someone sign an opt-out?

Ms Findlay: Some landowners, for one reason or another—I will put a positive hat on—are happy with a handshake on the fence. Some of them have lived beside mines for a really long time and have a good relationship and they do not want to bother with paperwork. They are busy. When you are at work every day, you do not want to sit down for three hours with an engineer to find out what is going to happen on your place. Some of them have good relationships and just do not want paperwork. If I put my landowner hat on, you would sign one only if you were encouraged to, and I think that is a bad thing.

Mr MILLAR: There are incentives for opt-outs from mining companies?

Ms Findlay: There could be. There are incentives paid at the moment for CCAs—'If you don't go to see a lawyer, we'll give you an additional $4,000.' That occurs. There are clauses in CCAs that say, 'I will give you $2,000 on account of legal fees whether or not you go and get the lawyer's advice.' That occurs right now.

Mr KNUTH: So it is peanuts that the mining companies are offering, anyway, in regard to the opt-out?

Ms Findlay: Yes.

CHAIR: Are you aware of any other issues that are very similar to the behaviour of the mining companies?

Ms Findlay: Sharp practice?

CHAIR: Yes.

Ms Findlay: It has slowed down a little bit now. I think, because people can now go to AgForce Projects and things like, that they are a bit more aware, but in the early days it was, 'If you sign today and we can come on on the weekend, we will give you additional money,' and that would mean that they do not get that advice on the document. 'We're just going to drill a pilot well. We'll just cap and abandon it and leave,' and that does not happen. They can come back for ages and convert it and they will just work it over another time. The terminology in the documents do not make sense. I have had to turn into an engineer and try to find out how to build things, because I did not know what a workover was. Terminology like that appears in this deals. There are trained land access people who go out and knock on doors and are paid and some of them are paid incentive payments to sign up landowners.

CHAIR: It is a form of abuse, really, of the processes that are in place for them. Because I am an old country bloke, I might call it rorting. Do you have a name for it?

Ms Findlay: Sharp practice.

Mr KNUTH: What do you see is the difference between a make-good and an opt-out?

Ms Findlay: A make-good is in regard to bores. If you fit into a certain category under the Surat underground water report of a person who will be impacted shortly, then you are entitled to ask for a make-good agreement for your bore. An opt-out is, 'We want to come and drill five wells on your property. Do you mind if you just sign this document to let us do it and we will just be friends over the fence.' Make-good is in regard to water.

Mr KNUTH: With the opt-out, can they then opt out if they feel that they have done the wrong thing? That is a six-month period; is that right?

Ms Findlay: No.

Mr KNUTH: They cannot opt out?

Ms Findlay: No, that is my understanding.

CHAIR: A cooling-down period?

Ms Findlay: That was my suggestion—that there should be a cooling-down period. If opt-outs have to stay in—and I do not think they should—there should be some kind of a review.

Mr KNUTH: Over a 12-month period?

Ms Findlay: Less. You can do a lot of damage in 12 months.

CHAIR: I see water as really one of the big issues here for the long-term sustainability of landholders. Can I get your opinion on this? With regard to hydrology both on the mining lease and outside the mining lease, do you think landholders are getting access to or are being offered information that is reliable and accurate? What can we do about that?

Ms Findlay: It is very difficult for a landowner to afford the hydrology information that they need. I find myself weeding through EISs and reports done by the mining companies, which may or may not include data that supports a landowner's claim, because they are engaged by a hydrologist. The mining company would engage their own hydrologist, who may or may not use certain data to get the result that they would like. I have had an instance where we have had a bore that we say has been impaired. The mining company's own mining report, done prior to the expansion, predicted a draw-down in, say 2017, but we say that the draw-dawn has already occurred, because the bore does not work. They went and got a hydrologist who said, 'No, you're wrong.' We got a hydrologist and paid them $4,000 and they said, 'No, you're right.' Rather than provide us with an alternate water supply, the mining company went and got another report that said, 'No, you're wrong.' Hydrology information is very expensive and difficult for a landowner.

CHAIR: But necessary.

Ms Findlay: I think so. I think the make-good provisions allow only for legal, accounting and valuation fees. I cannot give hydrology advice. I do not know what parameters should be tested or how often—only by experience because I have drafted a few. If you can get a bunch of landowners in a group, maybe they can afford a report together.

CHAIR: I will just let you know so you can sleep easy that you have got protection here. The bill proposes to remove the minister's power to extinguish restricted land for mining lease applications where coexistence is not possible on a proposed mining site. What is your view on this?

Ms Findlay: Great.

CHAIR: You like it?

Ms Findlay: Yes, like it.

CHAIR: That is a good, short answer.

Ms Findlay: Can I draw a diagram though for the restricted land issue?

CHAIR: Yes. Can you talk while you are drawing?

Ms Findlay: I have a landowner who has a flowing bore on a property. His house is over here, and there is a long pipeline that runs from the flowing bore to his house, and there are some troughs and infrastructure that run off here. The way that the legislation is drafted—and this is a 3,000-hectare property—if a coalmine went in here, his operation is useless and he is not protected. There is no restricted land in here. On top of that, he is actually about to subdivide this block and he is going to do a deal with his neighbours where they are going to share the pipe. If the coalmine went in here, he is not entitled to compo either because he is not a directly affected landowner under the mining lease. His only way to try to negotiate a new pipe or something like that is to lodge an objection.

CHAIR: Can you table that drawing? We will listen to the words.

Mr HART: Is there a mining lease over that land?

Ms Findlay: No. There has been a case about pipelines in regard to restricted land, so I understand that is why there was some removal and changes to some definitions in regard to the artificial water storage. I understand that obviously you do not want a coalmine to be able to not be built because you have a small, insignificant piece of irrigation equipment running through it. I understand that parliament would want that, but that is a flowing bore with a massive grazing operation. That would be entirely—

Mr HART: In that instance, though, would that be strategic cropping land? Would a normal process be for the company to buy that entire property and then put their mine in? That is just hypothetical.

Ms Findlay: No, they do not need to buy the whole property.

Mr HART: I realise they do not, but would normal practice be that they would buy it, in your experience?

Ms Findlay: In a world where mining companies have money, yes. Lately, no.

Mr HART: Have you seen any instances of that?

Ms Findlay: Where they just buy the mining lease area rather than the land? Yes.

CHAIR: Do you have any comments with regard to the Land Court objection rights and how it impacts on the mining industry?

Ms Findlay: I can see that there would be delays with regard to getting their projects off the ground due to the Land Court process, but if you are going to do a subdivision in the middle of Yeppoon you should factor that into your project. All too often we lodge an objection because we have been waiting two years for someone to talk to us to sort something out. We lodge an objection merely to get them to the table, and then suddenly everything starts flowing and we get the information we like. Meanwhile the objection has held up the project by a few months.

We also find instances where the mining companies do not approach a landowner for a compo agreement until the matter is referred by DERM to the Land Court and then suddenly the landowner is in the Land Court because a company up in the gulf did not understand how to run their project. They have applied for a mining lease, they have been told they have to negotiate compo with the landowner, they forget about that bit or whatever, and suddenly they get a notice from DERM saying, 'You've had your three months. Now you're off to the Land Court.' The landowner is then forced to defend themselves in Land Court on very short notice. The delays are not always caused by the landowner.

CHAIR: It is part of their strategy. Unfortunately, we have to think about aeroplanes to get back to our electorates. I would like to be able to talk to you for another hour.

Ms Findlay: Can I make a comment about one really bad thing in MERC that has not been fixed. Access land is a right for company A to get to land over here, where company B might have the tenement in the middle. Company A needs to come across company B's land. It does not even have to be company B's land; it can be another landowner's block because maybe the road does not go the right way. Company A will need to come across some land. They will not actually do any activities on this block, yet they need to get to block B. That is access land.

An access land agreement can be verbal and it can be done by an owner or an occupier under MERC. Your tenant, your agistee or whoever can inadvertently verbally sign you up to an access land agreement if you are this landowner in the middle here. Not only that, under the Property Law Act, it is an exception to the indefeasibility rule so it carries on to the next landowner as well. It is a verbal agreement with someone who is not the owner, and I do not think that is the intention of that drafting and it is very, very badly drafted.

CHAIR: Do you have any suggestions?

Ms Findlay: Anything that binds a successor in title should be with the owner. I do not think it should be verbal, because, effectively, they will build a road to get across your land. I do not think you should be able to agree to something like that verbally, especially if it is going to bind it in the future.

CHAIR: So it should be a proper contract?

Ms Findlay: Yes.

Ms PEASE: Did that exist before MERC came in?

Ms Findlay: Yes.

Ms PEASE: It has been there for a long time.

Ms Findlay: Yes, but it was only for PAG. MERC made it for all five. It was not under MRA.

CHAIR: Melanie, thank you very much. We have learnt a lot from you. We appreciate your frankness too; you are protected. Unfortunately, we do have to call an end to the day's hearing. I thank you again for your input. We will get that drawing of yours tabled. To everybody who has been here today, I thank you very much for the evidence you have provided. It has been very interesting. I declare this hearing closed.

Committee adjourned at 11.53 am