

Department of Planning and Environment
23-33 Bridge Street
Sydney NSW 2000

3 September 2015

To Whom it May Concern

Re: Improving mining regulation in NSW Stage 2

Thank you for the opportunity to make a submission in relation to Improving mining regulation in NSW Stage 2.

My name is Sarah Ciesiolka. I am a farmer and mother of three, growing food crops for NSW and Australian families on the highly productive and highly valuable lands between Narrabri and Wee Waa in North West NSW. Each year, year in, year out, our farm grows enough potatoes for 26 million roast dinners, enough peanuts for 2.4 million packets of beer nuts and 360,000 jars of peanut butter and enough wheat to make 3.3 million loaves of bread. The end point value of this product is in excess of \$50 million annually, and we also employ up to 20 permanent and seasonal staff. We have a single reliable source of water, uncontaminated underground water, for our business and also for drinking and everyday household tasks. Our property is located just 6km downstream from Santos' Proposed Stage 1 Narrabri Gas Project and operates utilising underground water emanating from this potential coal seam gas (CSG) field.

I wish to submit the following comments for your consideration.

- 1. The entire gamut of resource extractive industries, including any and all forms of conventional and unconventional natural gas extraction, must be included in the definition of 'mining'.**

There must be further clarity around the definition of 'mining' used in the Planning Agreement Guidelines. Any and all forms of conventional and unconventional natural gas extraction methodologies including, but not limited to, coal seam gas (and its many name variants), shale gas, tight gas, hydraulic fracturing (fracking) and underground coal gasification must be explicitly spelt out and included in the definition of mining at the commencement of the Guidelines. It is generally accepted that all of the extractive industries, including coal seam gas, are types of mining, however this is not specified in this document.

2. Opportunity for Community Input

Principle 4 in Part B – Guiding principles for planning agreement negotiations for mining projects, refers to transparency and accountability yet it recommends only that the **final planning agreement** be made available to the public. This is not an open, transparent or accountable process when community input is not sought during the development stages. This also directly contravenes the Recommendations of the NSW Chief Scientist, Prof Mary O’Kane, in her Final Report of the Independent Review of Coal Seam Gas Activities in NSW released in September 2014.

Effectively, this will mean that communities will be locked out of the process - tipping the balance even further in favour of multi-national mining companies and against communities. The NSW Minister for Resources and Energy, Anthony Roberts, after having served with the Army Reserve in Bougainville said “I’ve seen what happens when a mining company doesn’t take community along with them.” It would be fool hardy to think that severely restricting the opportunities for community input would do anything to garner widespread community acceptance and/or a social licence for mining projects.

The diagram on page 13 indicates that a draft planning agreement is developed in step 5 and that local Councils can choose to exhibit this document to the public. It is imperative that Step 5 outline a mandatory public exhibition phase by local Government with any community feedback incorporated into the Final draft. This needs to be reflected in Principle 4.

3. Impact of Planning Agreement on Community Benefits Funds or other Regional Funding

It is vital to point out that, in no way, does the existence of a Planning Agreement, impact upon so called Community Benefit Funds, other regional funding programs or individual landholder compensation agreements. These are separate arrangements which are negotiated under a different process. It is also important that the wider community and the media is aware of this distinction.

4. Planning Agreements must be retrospective

The Planning Guidelines need to specifically detail that, upon acceptance and implementation, Planning Agreements will operate retrospectively. Any projects already operating in an area that have, for whatever reason, not had a

Planning Agreement in place must negotiate an Agreement within a set timeframe that includes retrospective compensation for the impacts already created, regardless of the time in operation or the stage of development. Naturally, consideration would be given for those projects where formal Planning Agreements existed which have been either partially or completely fulfilled.

5. Planning Agreement to Include Environmental Impact Statement (EIS) support for community organisations

The Planning Agreement must include the opportunity for cost recovery by community groups, indigenous groups, local Councils and individuals for the costs of professional advice sought to review and respond to the Environmental Impact Statement (EIS) of a mining project. A mechanism to account, and compensate for, an individual or groups' time spent considering and responding to the Environmental Impact Statement (EIS) must also be included in a Planning Agreement. The EIS process has a significant time and economic cost to individual and community groups and should be recoverable from the Proponent.

There are precedents for Proponents contributing funds to offset costs in this way within the Queensland coal seam gas industry. Santos is known to have contributed financial assistance to local Government pertaining to the Santos Gladstone Liquefied Natural Gas Project. In addition, Santos was also required to provide financial assistance to Gladstone, Maranoa and Banana Regional Councils to assist in their response to relevant Environmental Impact Statements in their local government areas.

I look forward to your immediate action on these vital issues.

Yours sincerely

Sarah Ciesiolka (B Comm)