

Submission into the IPART Review into CSG landholder Compensation Benchmarks.

Email; www.ipart.nsw.gov.au/Home/Consumer_Information/Lodge_a_submission

Firstly let me thank IPART for providing an opportunity to present a second submission to the Review.

My name is Tony Pickard, I have no gas wells on my property but I am an immediate neighbour to the Dewhurst 13-18 H Pilot located on private lands in the area of the Pilliga East State Forest. I also have another gas Pilot, Dewhurst North (formally Dewhurst 22-26) 4000 metres to the South.

I have been observing the CSG industry in my area since 2006.

I will only talk about Santos and PEL 238 because that is what I know. It may be a very small part of the overall CSG Industry in NSW, but Santos has, in PEL 238, made a number of monetary offers including Access Agreement Compensation as one of the centre pieces of their Community Consultation. So if IPART does not ensure that Santos' Access Agreement information is included in any Final Review Documents and if the NSW Government especially the Premier does not ensure in any Legislation around Access Agreements includes quotes to Santos' version then that leaves Santos' Community Consultation and ultimately the Community acceptance of the Narrabri Gas project in tatters.

At the Narrabri hearing, I spoke at length and tried to present examples of spills/discharges that have occurred in the past so that IPART may have a better knowledge of what can actually happen if these occur on private land, I even offered to show IPART members but this offer was not taken up, however the offer from Santos to visit a show piece site was. The presented information for whatever reason seemed to have fallen on deaf ears. I was then left with no other option other than to send you an unsworn testimony of an actual event and to take out a Statutory Declaration containing a brief outline of an actual unsolicited incentive payment (attached).

As a result of the action by one of Santos' senior employees, the Santos name has forever been blackened and if it takes more Statutory Declarations to get the point across about those Employees, Contractors and NSW Government Departments have in the past all covered up "events" from the regulators, then that is what I will do.

It is such a shame that nobody in positions of authority is interested in the truth as presented by a member of the public.

If the resulting damage caused by the spills/discharges that have occurred in the Pilliga East State Forest occur on CSG hosting private land (actually some have) with the same devastating effect and the same attitudes and cover ups as mentioned above occur by either all or some of the above mentioned parties as they have in the past, then it is only by taking expensive Court action that a hosting landowner or his neighbour that become affect by an incident that has been covered up, may be able to get some compensation and truly is that worth all the stress? That feeling of hopelessness is what the Gas companies and their supporters are hoping for.

I feel that IPART does not want to take the hard and difficult line, by ensuring that neighbouring landowners have agreements that protect them. Instead IPART has taken the very easy and soft road and placed the burden of proof back on the neighbours by quoting various pieces of NSW Legislation that cover dust, light and noise, should they suffer an injurious situation, but leaving out the more difficult water and mental stress issues to name a few.

IPART seems to have the opinion that anyone who is not a hosting landowner is not affected in some way by this Industry. Well IPART is wrong, many people are and that includes bodies like Councils and even

State and Commonwealth bodies.

I pose a question; if the gas companies or the Local Councils choose not to have Access Agreements and the Local Council comes to IPART seeking a rate rise, sighting damage to its infrastructure as a result of CSG activity. Will IPART grant them a rate rise and thus place the burden back on the council ratepayers all because IPART could not make a stand and insist that there be an Access Agreement between the gas companies and the Local Councils that have either CSG operations within their borders or the neighbouring Council areas that have volumes of CSG related traffic imposed upon them.

I believe that IPART has a duty to set a minimum level of Access Agreement Compensation and not just only for hosting landholders but for all those who may be adversely affected by the CSG industry.

As stated above and Companies, Employees and Contractors along with Government Departments have in the past covered up or either denied that events occurred I can provide proof if required however most if not all the proof that is required can be obtained by looking at the records for PEL 238 in the NSW Government organisation known as the Office of Coal Seam Gas and its predecessors and by requesting all the records on Eastern Star Gas and Santos concerning any spill/discharge incident and by interviewing me with regard to what I know and have observed.

This can be said to be outside IPARTS terms of reference, but that is not the case because these incidents are exactly why the NSW Premier asked for IPART to Review Landholder Access Agreement Compensation.

The Statuary Declaration provided shows that at least in one case, where a high-up employee in Santos ENSW offered money if certain unsolicited conditions were met, in other words a bribe to ensure silence and other restrictions on personal freedoms.

Have there been any other offers been made to Landholders or any member of the public by members of CSG Industry? Who knows and those who have accepted such an offer for their silence would hardly say anything. This is why I believe the NSW Farmers may not be able to obtain and put out to the public much useful and reliable information from Access Agreements obtained freely.

There is one other point I would like to make.

The NSW Government is currently undertaking a review of all aspects of the CSG industry; however it seems that it is mainly for NEW applications or those EXPLORATION licences that are to be renewed after a certain future date. Nothing to cover Production Applications or existing Licences.

Taxation on the amounts received as a result of having an Access Agreement should be made public, but then again that is a Federal matter and I suppose outside IPARTS terms of reference.

So where does this REVIEW sit? Is it real or just window dressing?

Thank you for this chance to resubmit on the matter of Landholder Access Compensation.

Mr A J Pickard.

27th October 2015

[REDACTED]
[REDACTED]
[REDACTED]

Statutory Declaration

OATHS ACT 1900, NSW, EIGHTH SCHEDULE

I, Anthony John Priddy ^{1/1/00} do solemnly and sincerely declare that
[name of declarant]

On December 12th 2013 Mr Chamalaun from Santos came to our property 'Rockdale' to negotiate the Sale of our property to Santos. After the sale price had been established Mr Chamalaun then listed a number of conditions that Santos wanted us to comply with. These conditions were not dependant or attached to the sale.

Without going into detail on the conditions, but If we agreed to these conditions which included not discussing the purchase details we would be paid an extra and separate payment of \$25,000.

We found these conditions and the above mentioned one to be highly offensive and told Mr Chamalaun so.

We did not proceed with the Sale to Santos based on these conditions and Santos' extra payment to keep silent. The agreed purchase price was \$450,000 plus our outgoings.

and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1900.

Declared at: Narrabri on 16.10.15
[place] [date]

[signature of declarant]

in the presence of an authorised witness, who states:

I, Beverley Bartlett a
[name of authorised witness] [qualification of authorised witness]

certify the following matters concerning the making of this statutory declaration by the person who made it: [* please cross out any text that does not apply]

- ~~*I saw the face of the person OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and~~
- ~~*I have known the person for at least 12 months OR *I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was~~ NSW Drivers Licence
[describe identification document relied on]

[signature of authorised witness]

16.10.15.
[date]