



PCU046187

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28 June 2013

Director Mining and Industry Projects
Development Assessments, Systems and Approvals
Department of Planning and Infrastructure
GPO Box 39
Sydney, NSW 2001

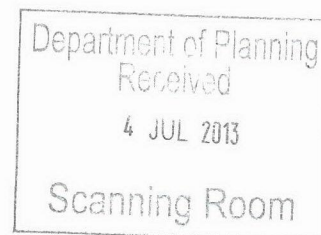
Regards Modification 6 application: Mangoola Coal Mine

PART A SUBMISSION DOCUMENTS

:of two white lever arched files labelled Part A and Part B containing Submission documents supplementary to Submission documents already lodged on 28 June 2013 via Department Planning website. I was unable to send all this information over the web, as the file was too large.

Yours Sincerely,

Christine Phelps



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Regards Modification 6 application: Mangoola Coal Mine, Muswellbrook.

We object to the Mangoola MOD 6 application on the basis that it will increase the impacts of the mining activities on our property, health and lifestyle that without adequate mitigation will force us to flee our home.

We object to any further modification applications being considered and/or approved until the mining impacts we are already experiencing on our property, lifestyle and selves is mitigated by agreement between the landholder and the proponent. Such mitigation to take into consideration all considerations of impacts such as but not limited to health, physiological and psychological, amenity, including lifestyle and property uses. This is in addition to the currently on residence only mitigations such as air conditioning and double glazing, block out blinds and tree plantings, these being the only mitigations considered and supported by the Director General of Planning. This is despite these mitigations only being put as an example in the consent conditions. These mitigations have the effect of locking us into the house.

Our story commences early in 1999 at the exploration stage in which we continually informed the then proponent, PowerCoal, and the Department of Mineral Resources that we had no intention of selling and we wanted to know how the mine plan would be adjusted to not impact on landowners who did not want to sell or move on from their homes. This was done via direct meetings with the then Minister for Mineral Resources Eddie Obeid and then Tony Kelly and via the Community Consultative Committee which was convened in 2000.

Again at the submission stage, prior to mining consent, we made it very clear in our submission that we gave no consent for any impacts on our property, that we had no intention of exercising any acquisition rights and our intention was to stay in residence. We sought mitigation from the mining operations that would continue to allow us full use and enjoyment of our property for the purposes for which we bought it in 1997 which was a rural residential lifestyle block with above average views and zoned scenic protection because of these surrounding views. (Which the block out blinds offered as visual mitigation would remove)

We have reiterated this in every submission since made to every modification application.

In November 2007 Xstrata offered us the mitigation that is written in the terms of the consent conditions. Double Glazing of Windows, air-conditioning, block out blinds so we could not view the mine (nor anything else for that matter) and tree planting on our property to also assist in blocking out the view.

We reiterated that we wanted to maintain maximum usage of our property and that the mitigation examples offered in the consent conditions were inadequate and did not take into account that we lived on acreage with an external lifestyle and any form of Noise mitigation that only worked when we locked ourselves into the house was inappropriate.

As for block out blinds so we cannot see the mine, they are ridiculous in our situation, living where we do for the magnificent views from our back windows. Tree plantings on our property will offer no visual mitigation as we are in an elevated position to the mine and any effective visual mitigation would need to be undertaken on the raised ridge line on Xstrata land next door to us.

We have had a multitude of attempted meetings and actual meetings since that initial 2007 meeting and we have moved from our original position to now also offering to consider XStrata provide alternant housing for us during the operation of the mine, we maintain ownership and use of our property and return to it post mining. We have offered some 5 different scenarios to Xstrata, all rejected by Xstrata as not being in their policy or causing precedence.

Still XStrata would only offer the mitigation of double glazing and air-conditioning as being all that is on offer, their position is that is what the consent conditions require.

March 2010- Finally after much to and fro over years we managed to have a meeting with XStrata at which two independent noise experts were in attendance Renzo Tonin (we payed for) to discuss with XStrata's noise expert, Heggies, the additional external mitigation measures required to give us some flexibility and some external use of our property. Heggies was to do a report to be sent by XStrata to Renzo Tonin for peer review.

It all stalls again with nothing happening.

November 2010- We find out the Heggies report has been sitting on someone's desk since July 2010. We finally get it, it requires some review and it is redrafted to final report 22 November 2010. We have to send the report onto Renzo Tonin, Xstrata again failed to do so and keep that commitment made at March 2010 meeting.

We sought the Director General's DoP intervention and he replies that he will only intervene in matters regarding mitigation on the residence as that is all the consent considers, anything outside of that it is a negotiation between XStrata and us. So we are left to negotiate on our own, two small landholders of limited means, with a giant of a company with unlimited experts and resources and an apparent habitual behaviour for stalling.

We received no further commitment from XStrata to provide anything but mitigation on the house as per consent conditions.

26 October 2011- We finally receive letter from XStrata offering localised noise barriers and on house mitigation as per the Heggeis report dated November 2010. This is the same report found wanting by peer review. Finally a written agreement from XStrata to provide external quiet areas with the use of noise walls - Now all we need is the detail and commitment as to exactly where and what those walls (localised noise barriers) will look like.

And we wait and wait again – we again have to arrange a further meeting.

26 April 2012 - XStrata agree to independent noise expert finally being engaged to provide XStrata with defined information as to where, how high, what materials etc the noise walls would be required to be constructed of and also the various materials etc for on the house mitigations, such as passive air ventilation, thickness of glass etc.

May 2012 – Xstrata arrange for Engineer, air-conditioning installer, builder and Energy Australia (additional metre and wiring required) turn up at our house to commence to look at work required, take measurements and start work. No specification or design yet done so nothing can be quoted or agreed to. Independent noise acoustics report not yet completed. Builder thinks he is going to build copper logs walls but has no idea how high or where they need to be located. Major problems in that no one except air conditioning firm can commence any real works until specifics are determined.

Now we are apparently getting to construction phase, given the above activity, I request that XStrata provide contracts with specifications etc on what is being built and I point out the requirements for Council Consent etc, XStrata want us to provide those details for the contracts. I point out XStrata need to provide that information, not us, as it requires specifications, costing, home owners warranty etc. I ask that our solicitors' fees to review contracts are paid. This is agreed to by XStrata - with the information for the contract requirements sent off by Xstrata to their legal people.

XStrata cease all activities- nothing further happens.

25 July 2012 - meeting with XStrata during which payment of legal fees reneged. Tony Israel starts to back off agreement on walls (localised barriers) claiming he wants to get them quoted before he will now approve. But he wants to proceed with mitigation on house. We say no, as we want the complete mitigation package agreed to, and as we now see Xstrata backing away from providing the external noise barriers. We believe XStrata will make no effort to continue with the external mitigation via noise barriers/walls once the house mitigation has been installed.

8 August 2012 - letter from XStrata reneging on provision of the external noise barriers on the basis of an outrageous quote of some \$385,000 (you could build a complete house for that amount)

28 August- Phone call from Ben Harrison and Scott Brooks from DoP compliance team at Singleton agreeing that XStrata has reneged on the walls and they inform us that XStrata is now looking at alternate quotes using the Heggies acoustic report (which was peer reviewed to be inadequate) What does this mean! Has XStrata changed their position again on the walls from the 8 August 2012 letter?

We ask for that to be confirmed in writing by DoP and Xstrata and for a final position from XStrata by end of business 28 September. We are very sick and tired of the ongoing never ending, never final discussions that are costing us a fortune in solicitor's fees and independent noise experts' costs.

No written confirmation of the above has ever been received.

We get a letter from XStrata 17 September 2012 claiming to be waiting for some response from us and reiterating their offer of on house mitigation only. So we are right back at 2007 wherein we told them this on house mitigation on its own was not reasonable or feasible to our lifestyle.

We requested the Air conditioning be put in in November 2012, due to an ongoing chronic cough I had developed from exposure to the fine dust. We finally get the Air-conditioning installed in February 2013, XStrata pay the electricity account for this. We still have no contracts in place for the ongoing costs, maintenance etc of this AC. These documents only sent to us on 27 June 2013, after I again complained to Dept of Planning regards the lack thereof, and Xstrata now require us to get a quote from our solicitor so Xstrata might consider paying him to review the contract.

We requested the rest of the on house mitigation be installed in January 2013. Nothing has happened.

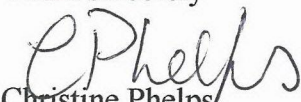
We are still in dispute over the provision of external noise walls as Xstrata now refuse to consider them. The on house mitigations as the total solution being offered are inadequate and lock us into the house for any relief from the mine operations impacts.

We have no negotiated agreement in place, this document is required for us to grant consent to Xstrata to impact on our property with their mining activities. We have not been able to reach an agreement as to the amount of compensation that we consider is adequate for loss of full use of our property and loss of any ability to further develop it for the purpose of which we purchased the property in 1997 and for us to effectively give Xstrata absolute rights to impact on our property to any extent, for ever more and the agreement also removes our rights to complain about the mines activities to any authority.

Note - in our dealings with XStrata they have consistently made promises that they later claim were a misunderstanding either on our behalf or theirs (passive aggression), they make claims that meetings we have called were in fact their meeting, they claim to be waiting for us to give them information or responses -when it is abundantly clear what we want, our position has been put to them verbally and in writing on numerous times and the only response required is that

6. TE090- 02F02 - Mangoola Coal Mine – Submission for the proposed mine plan Modifications and relocation of electricity towers. (Note this is for MOD 4 application , we are unable to afford an independent submission for the MOD 6 application)
7. Ashton Coal Operations Project Approval consent conditions for the South East Open Cut Project- Excerpt , Schedule 3 Clause 2- PAYMENT FOR PROVISION OF ALTERNATIVE ACCOMODATION.
8. Hand written notes of Raymond and Christine Phelps from 31 March 2010 meeting with Xstrata personnel and two Noise Experts in attendance
9. Letter from Xstrata 17 July 2010 confirming our requirements for localised noise barriers to maintain a certain level of outdoor ambience.
10. Letters from Xstrata offering provision of all mitigation treatments including localised noise barriers. Letters dated October 2011, 26 April 2012,. Only outstanding matter now is the exact location, height and final design of the barriers which it was agreed firm Renzo Tonin would provide, building contracts, and council consents.
11. 8 May 2012- Email and attached Google Earth image clearly showing proposed Xstrata noise mitigation (with noise barriers) only protecting small area of the property in immediate vicinity of the house. NOTE These noise barriers have now been removed from the mitigation offered by Xstrata.
12. 22 June 2012 - Email to Dept of Planning again complaining about Xstrata not coming to a conclusion on noise mitigation, seemingly stalling in provision of required noise files and general overview of continued frustration on our behalf
13. 9 July 2012- Email from Christine Phelps to Xstrata and CC Dept of Planning regarding ongoing stalling of a resolution and us setting agenda for a meeting to attempt to get things finalised.
14. Letters from Xstrata dated 27 July 2012 and 8 August 2012 in which Mr Israel goes from offering the full suite of mitigations to hedging on provision of the noise barriers pending costs. Letter 8 August claims cost not reasonable. We have not received a copy of the quote, nor was the work properly quoted by a builder, but only estimated by an engineer on timber walls and frameless glass inserts which is not what was requested.
15. Labelled B - White Lever Arch File in chronological order containing various correspondences via email and letter to support our position of the ongoing frustration regarding this matter from year 2008 to current.

Yours sincerely


Christine Phelps

Note: A number of additional attachments were included as part of this submission, however the files were too large to upload. A copy of the attachments has been provided to the Department.