

Hello, Commissioners.

Thank you for taking the time to read my submission.

Please let me introduce myself I am Alan Nightingale, I am the owner of property 157 or as we like to call it ■■■ Ridgeland Rd Wybong. I have owned the property for 16 years and live here with my wife Kim and two children aged 11 and 12.

We are totally opposing the mine expansion based on the close proximity this new pit will be to our home. It will in fact be only 1000m from our house (as is shown in diagram 1).

What can also be taken from diagram 1 is the mountains around our property (the darker green areas) which run down the Eastern side which forms part of our boundary that we share with Mangoola. The dark green area to the South of our property is across the other side of Ridgeland Rd and all this land is owned by Mangoola. A major concern for me is the area in between these rangers that has no ridges that Mangoola claim will protect us but in fact these rangers will only help the noise, dust and blast over pressures funnel straight onto our home.

I would like to draw you attention to diagram two which shows the decibel contour lines. It makes no sense that these contour lines run straight over the house but yet we are not considered in the acquisition zone and in fact we are not even considered in the mitigation zone.

In May - June 2011 after writing and much arguing with the then owners of Mangoola Xstrata, we were granted the right for some independent monitoring at our property. This monitoring showing that the modelling that was done was inaccurate and misleading (see document 1 attached), it shows many noise exceedances of over 40Db while the mine was 3.5km away. This document 1 also shows on page two the noise modelling lines. What must be of particular note is that the lines around our property/ house have not changed, but yet the mine will be at least 2.5km closer. One would not need to be well educated to see this can not be true and accurate, and is misleading

It was the recommendation from this monitoring, which we fought hard to get done that our property be included in the mitigation zone (but the mitigation line on the modelling was never corrected to reflect the new findings).

Please commissioners don't make us have to get independent monitoring done again after the mine is approved to prove again what we already know. What is lived, and what your being told is a totally different thing. We already have real data from 2011, and if not for the credits given to Mangoola for cloud cover and wind direction, fog etc they would have been advised then to acquire our property.

Moving to Diagram 3 you will see the mine expansion area and above this to the north a red dot. This red dot represents our water bore. It is located 30m from our house and provides us with domestic and stock water that is the life blood of our property. This bore is 85 meters deep and flows at 700 ltrs per min. the water is of good quality. The bore is on the Sydney water basin catchment.

What makes no sense is that in diagram 3 you will see two underground estuaries that make their way through the middle of the proposed Mangoola expansion site. There has been no mention of this in any proposal made by the mine and there has been no proper or meaningful consultation around this water. In fact, its been shrugged off as if the mine affects the bore we will make good by trucking you in water. Really is this a suitable solution? Water from were? And as if things aren't bad enough how often would truck need to deliver 700 lts per minute.

This water got us through the drought, this water also flows into the Wybong creek supplying many other in the community with water. And the thought of it potentially being lost for ever by a mine with scant regard for this the most valued asset a farm, a community and human life could have, to any sane person its invaluable, worth more than gold. Because without it we all die, it is just plainly put not good enough. No water no life it's as simple as that.

If that is not enough to make you raise an eyebrow, let me continue.

In April 2019 we were contacted by Glencore and they wanted to discuss with us were the mine expansion project was up to. We meet them at the mine on the 1st May 2019. At the meeting was a Glencore employee I had never seen before. His name was Nigel Charnock his title is Manager Land and Property. In this meeting there was no operational updates as it quickly turned to property acquisition, we were taken back by this neighbourly approach as Mangoola put it, which was to be a secret between them and us.

Except there was a meeting some weeks before that Margot and Michael White had with Howard Read and Meagan Dawson at the department of planning in Sydney on the 30th November 2018, Margot makes reference to this in her submission speech to the commission on 3.3.2021. I am one of the three properties she refers to.

Our property and a couple of others were discussed as a matter of concern as to the close proximity to the proposed site. Move forward and we get approached after being told they don't need to obtain our property and they won't be, (are mangoola or were mangoola being schooled) who knows. However I have attached the offer made to me on the 2nd May 2019 for you, it is (Document 2).

In this document it says we will be outside of the VLAMP, it clearly mentions a paragraph on the top of page 2 about if I agree that in no way can I say anything against Mangoola which may negatively impact the mine in its endeavour to get the approval.

It was that I need to respond by the 3rd August 2019, however I was involved in a serious car accident on the 31st July 2019 which I am still recovering from to this day. And I have had no contact with Mangoola about this since. This accident raised a lot of what ifs for me around the property and the mine expansion as far as if I needed to sell to move closer to medical help, or if the property become unmanageable for myself and family how could I ever sell, if I was killed and my wife needed to sell?, would my family all become homeless?

Would Mangoola seen my family as a soft target if I were killed. I now suffer with PTSD, anxiety and depression but in no way want to use this as a tool for sympathy. Instead it

should be seen to help all the Wybong community as a, what if I need to sell to go into a nursing home, or fall ill, my partner or kids fall ill. We would be trapped and unable to sell for a unaffected by mine amount. I have not meet anyone yet that would purchase my property for a valuation I had done in 2005 for the valuation amount or even close to it.

The next concern is the decimation of the community, our property is the first property along Ridglands Rd that is not mine owned. All the properties that once existed have been ransacked and looted, even some were burnt down. Once the residence started to really complain about the problems that this was causing, they were all bulldozed and taken away. The last one is directly across the road from us (aprox 200m). This is owned by Mangoola but has been rented to the same family for over 10 years, they are moving out as I wright this and Mangoola will knock it down in readiness for the mine expansion. Because no one would live/rent a house that close to a mine would they! But yet we are only 200m away and not even in a mitigation zone.

The community is now only about 40% of what it was pre Mangoola. But yet those left are maintaining the fire trucks and shed, they maintain the hall and cemetery, yes with a small donation in money from Mangoola but it is the man power that we need most. With more locals the donations would not be required at all. We managed well before Mangoola was approved and in some cases see these small donations as insulting.

We once had over 200 people to the Wybong dances, now you would be dancing with your own shadow, it has become a ghost town.

My Children aged 12 and 11 will be subjected to even more noise and dust than ever before, they struggle to sleep during mining operation, they don't spend as much time exploring the great outdoors because of the dust, They catch the School bus from the front gate that will be 800m from the proposed new pit. They loved living here, climbing the mountains and exploring them with family and friends. But the mountains will become too dangerous to climb, the air will be to toxic to breath, the water will be gone that they use for playing and swimming in

The Children have less local kids to play with on weekends and after school as the community has been ripped apart. The children will struggle with their schooling due to lack of sleep and the constant noise and poor living conditions.

The beautiful rock escarpment that borders my property is just 30 meters from the home, it is approximately 120m high. We are very concerned with the blasting that the lose rocks (some of these are large enough to squash a car), will dislodge and roll down and damage our home. We also have two 20,000 ltr water tanks positioned up the side of this rock escarpment that will surely be damaged. We use these tanks to pump the bore water into and then it gravity feeds back into the stock water troughs.

For the Mangoola expansion to be ok in the eyes of the powers who be, that have allowed this proposed expansion to get this far is astonishing and near criminal. To allow this to go ahead is insane, the environmental impact, the greenhouse gasses, the devastation of fauna and flora, the impact on normal Australians lives, on our children and their children, the loss

of water resources, the visual impact on our beautiful Australia. And much, much more for what? For an overseas owned mining company to keep profiteering and sending most of the profits offshore. The very same company that had a license approved in 2011 to mine on its current holding until 2030 but got so greedy that it mined it quicker and now wants to mine on new ground to 2031. This very same greed is why the world is getting to the stage of irreversible damage mainly caused by corporate greed.

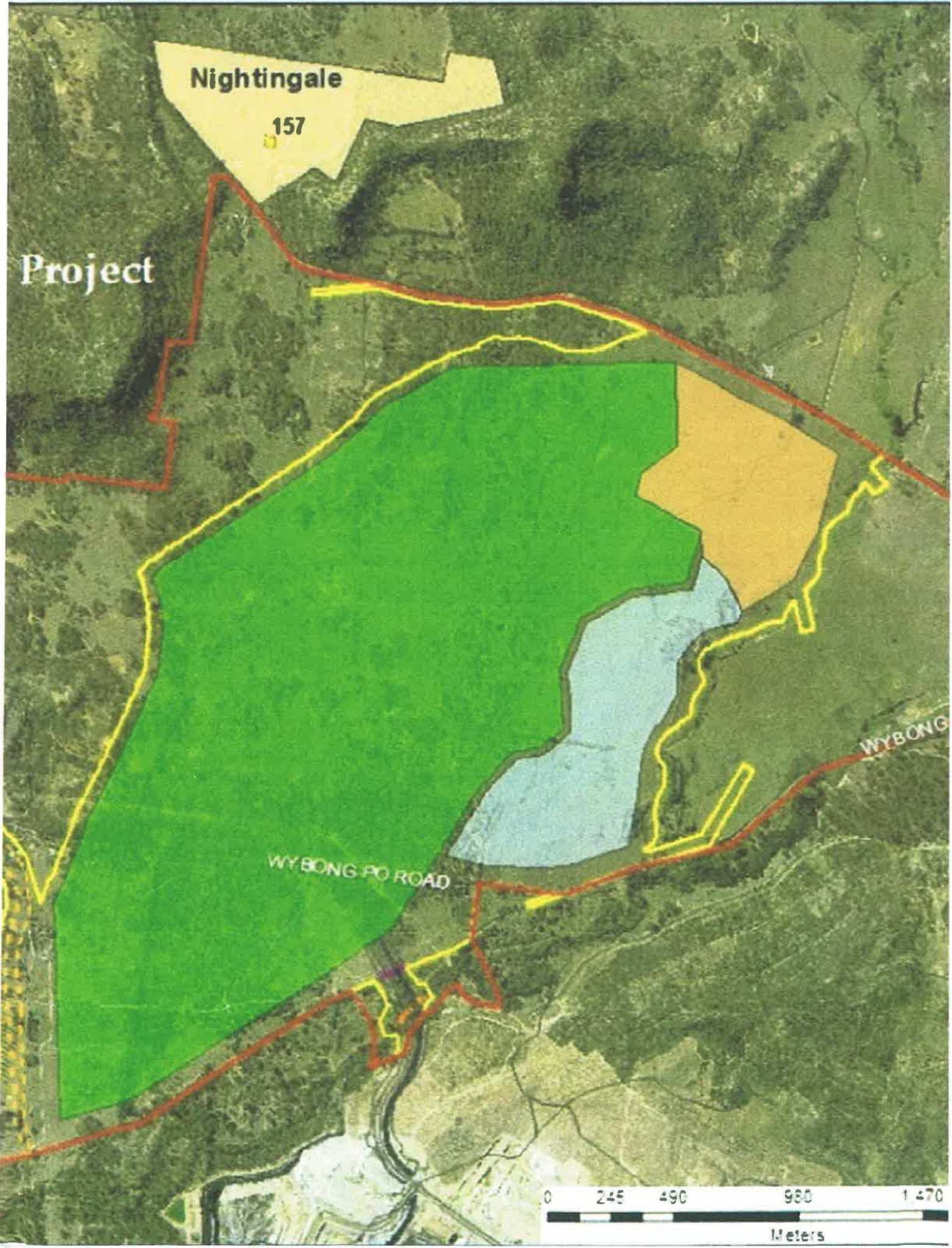
This Commission that you Chair Professor Barlow has the final say in this project being approved or not, a very enviable position indeed as you Professor will go down in history as being the first commissioner to reject a project and chalk one up for the environment and humanity and become a trail blazer for the future, the future of our planet and the future of our many generations that will follow us and they will thank you for starting the ball rolling in the right direction.

And Professor Barlow and your team let me be the first, Thank you for not approving the Mangoola mine expansion and clocking one up for the greater good of the planet.

Thank you

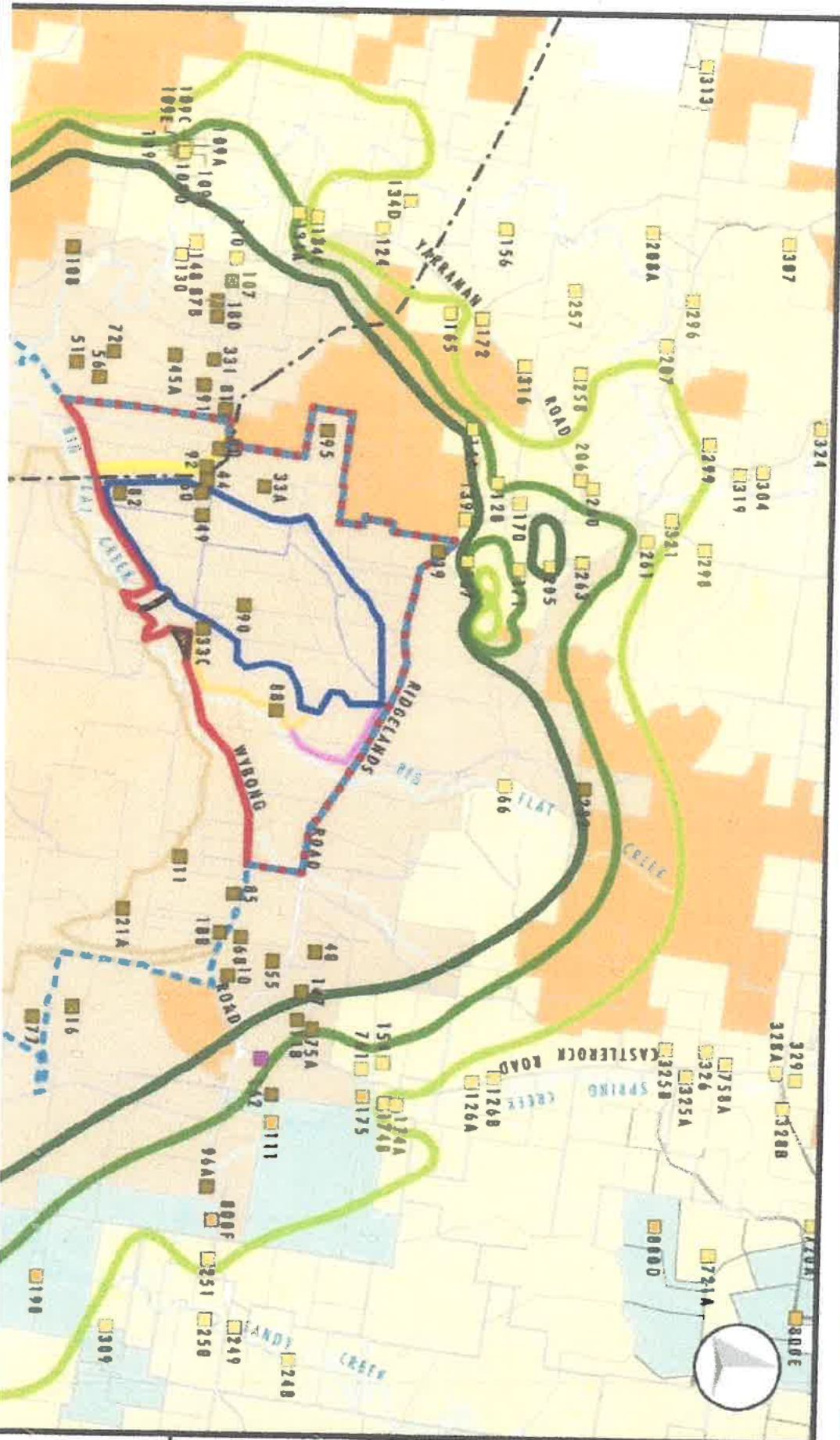
Alan Nightingale

Nightingale Diagram 1



Noise

Diagram 2.



- Legend**
- MCCO Pr
 - Approver
 - Disturba
 - MCCO Ad
 - MCCO Pri

Diagram 3

Australasian Groundwater and Environmental Consultants Pty Ltd
 MCCO Project - Private Landholder Bore Assessments - v01.01 (G1839Z) | 2



- Inspected bore location*
- Bore location in MCCO EIS
- Drainage
- Road
- Property boundaries
- MCCO EIS Model Mesh
- Approved Mangoola Coal Mining Area

Mangoola RTS (G1839Z)
Private landholder bore location

Document 1

ACOUSTICS AND AIR

MANGOOLA COAL
UNATTENDED NOISE MONITORING
NIGHTINGALE RESIDENCE MAY-JUNE 2011

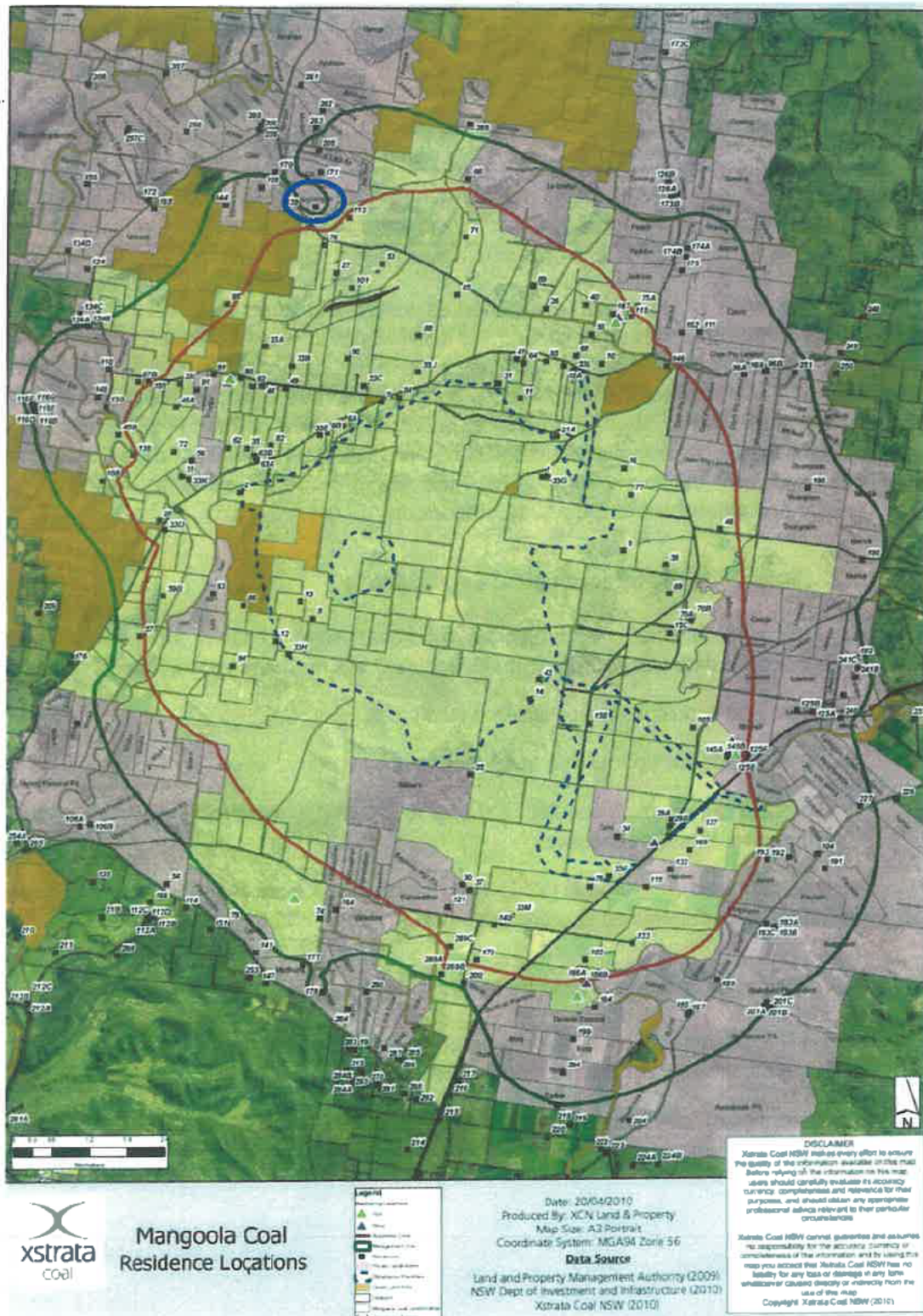
REPORT NO. 08190-MA2
VERSION B

WILKINSON  MURRAY

2 SITE DESCRIPTION

This report provides results for monitoring at the Nightingale residence (Receiver 157) shown in the following diagram.

Figure 2-1 Monitoring Location (Source: Mangoola Coal)



4 RESULTS

4.1 Period of Concern as Recorded by the Resident

Table 4-1 presents the residents log of mining noise during the study period.

Table 4-1 Residence Log of Mining Noise

Date	Time	Apparent Origin	Description
26 May 2011	12:15pm	Mangoola Coal Mine	Blast Noise

A scanned copy of the residents' log of mining noise is attached in Appendix A.

During the period of concern, the residents have noted a loud blast for which the apparent origin was Mangoola Coal Mine.

Overall and low pass noise levels measured during the period of concern are provided in Table 4-2. Data presented in the table are for samples of fifteen minutes duration, starting at the indicated date and time.

The periods shown in bold were reviewed in detail to estimate the contribution of mining noise. Details of these periods indicated in bold in Table 4-2 are presented in Table 4-3 where audio recordings have been used to identify the noise sources.

Table 4-2 Measured Noise Levels, Period 1

Date	Start Time	L _{A1}	L _{A10}	L _{Aeq}	L _{A90}	L _{Aeq, LP} 630Hz	Wind Speed (m/s) ³	VTG (°C/ 100m) ^{3,4}	Suitable Met ⁵
26/05/2011	11:30	51.9	41.1	38.6	26	37.8	2.5	0.5	Yes
26/05/2011	11:45	46.7	39.1	36	23.8	35.1	3.2	0.5	No
26/05/2011	12:00	50.3	41.7	38.6	22.8	37.9	2.3	0.5	Yes
26/05/2011	12:15	44.6	34.6	32.5	22.8	31.4	3.2	-1	No
26/05/2011	12:30	41.8	35.1	31.7	23.5	30.9	3.0	0.5	Yes
26/05/2011	12:45	42.5	33.3	33.8	22.6	32.9	1.3	-1	Yes
26/05/2011	13:00	43.4	35.2	33.2	22.6	32	2.8	3	Yes
26/05/2011	13:15	44.1	32.1	30.9	21.4	30.3	1.9	-1	Yes
26/05/2011	13:30	42.4	32.7	30.7	20.4	29.5	2.7	0.5	Yes

- Notes:
- 1) Levels in this table are not necessarily the result of activity at Mangoola Coal;
 - 2) Descriptions of the measurements shown in bold in the table can be found in Table 4-3;
 - 3) Met data sourced from Mangoola Coal's northern weather station (WSN). Met data was in fifteen-minute intervals;
 - 4) VTG – Vertical temperature gradient in degrees Celsius per 100 metres altitude. Calculated as per the method outlined in the INP; and
 - 5) Suitable met are winds up to 3 metres per second (at a height of 10 metres); or temperature inversion conditions of up to 3°C/100m and wind speeds up to 2 metres per second (at a height of 10 metres).

5 Summary

As required by DP&I, an independent review of compliance with the noise, air quality and blasting criteria has been undertaken at the Nightingale residence.

The independent reviews demonstrate compliance of air quality, blasting and noise criteria at the residence.

Based on the independent reviews, the following recommendations are made:

- all future compliance noise monitoring is to include the subject residence;
- the noise monitoring should include the use of directional monitors during at least four contiguous weeks in the winter months;
- the directional monitoring should be supplemented by attended noise monitoring on at least two occasions;
- appropriate three-dimensional noise modelling should be used to simulate measured exceedances (if occurring) for added clarification; and
- Mangoola Coal offer mitigation to the subject residence.

Yours sincerely



Luke Stewart
Director



Document 2.

GLENCORE

2 May 2019

Mr. A and Mrs. K Nightingale
[REDACTED] Ridglands Road
WYBONG NSW 2333

Dear Alan and Kim,

“Confidential and Without Prejudice”

Re: Purchase Option Agreement

I refer to our meeting on 1 May 2019 regarding the Mangoola Coal Continued Operations Project (the Project) and your property at [REDACTED] Ridglands Road Wybong (“Property”), which was attended by Jason Martin and myself.

At our meeting I provided you with information on a Purchase Option Agreement. I undertook to write to you following our meeting and provide a written summary of our discussion, including the typical process that we would use to develop the Agreement. As I explained at our meeting, our proposal is put forward on a “without prejudice” (non-binding) basis, to enable us to explore this option with you further.

Further information on the Option Agreement is provided below for your consideration.

What is a Purchase Option Agreement?

The Purchase Option Agreement (“Option Agreement”) would give you a right to request that Mangoola Mine (Mangoola) purchase your Property at a future time on terms to be agreed between you and Mangoola. The option would enable you to request that Mangoola purchase your property after granting of Project Approval (Development Consent) for the Project by the NSW Planning Minister (or their delegate).

Similarly, you would grant an “option” to Mangoola to purchase your Property after the Project Approval is granted.

Mangoola would make a fair and reasonable offer for your property, which would be documented in the Option Agreement. Our offer would include:

- (a) the current market value of your Property; and
- (b) your reasonable costs associated with relocation, which includes consideration for your time inspecting alternative properties, stamp duty on a replacement property of equivalent value, professional fees (including legal, accounting and valuation) on the purchase of an alternative property and relocation of stock, machinery and other personal items.

(c) *comp & settlement of family*

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Glencore Coal Assets Australia Pty Limited ACN 163 821 298

GLENCORE

There would also be an immediate financial incentive for you in the form of an up-front lump sum Option Fee payment, which would be paid to you soon after the Option Agreement is signed. This is in recognition of your co-operation and willingness to enter into an Option Agreement with Mangoola. *be done every 12 mths after signing to combat increase in Property Value & Possible delays. (non refundable).*

In return for Mangoola giving you a firm commitment to buy your Property if the Project receives approval (and payment of a non-refundable up-front Option Fee to you) we would be requesting your co-operation. This includes a commitment that you do not do anything that could frustrate or delay Mangoola obtaining the required Approvals, which are applied for by Mangoola for the Project.

How is a Purchase Option Agreement Developed?

As outlined at our meeting, the process that we would follow to develop the Option Agreement if you decide to proceed is summarised below.

- Valued @ 840k in 2005*
1. **Obtain Property Valuation** - the first step is for both parties to obtain a market valuation of your Property, using a suitably qualified and experienced property valuer. Each party would arrange their own valuation, however the cost of both valuations would be borne by Mangoola. The market value of your Property, as agreed between the parties, would form the basis of the property purchase price in the Purchase Option Agreement, exclusive of the additional reasonable costs to be paid to you.

2. **Term Sheet for Purchase Option Agreement** - once we have received our market valuation report, we would prepare a Term Sheet for your review and consideration. The Term Sheet would outline the proposed key terms and conditions to be included in the Option Agreement to assist you to make an informed decision about our proposal. The Terms Sheet would include, but not be limited, to the following:

- * Purchase Option Exercise Period, which is the agreed timeframe in which the Option could be exercised; *revised every 12 mths*
- How and when the Purchase Option could be exercised by both parties following the granting of a Project Approval to Mangoola, if the Project is approved;
- * Purchase Option Fee, being the proposed initial payment to you upon entering into the Option Agreement. This amount would ultimately be deducted from the Purchase Price if the Purchase Option is exercised but is otherwise non-refundable;
- Purchase Price, being the proposed purchase price (purchase offer) for your Property, inclusive of market value and your reasonable costs;
- How you may deal with your Property during the Option Term;
- Your co-operation relating to the Option Agreement and the Project; and
- Confidentiality.

GLENCORE

- Purchase Option Agreement** - the Term Sheet is not a legally binding document and once finalised to the satisfaction of both parties it would form the basis/reference for the terms of a legally binding Purchase Option Agreement if the parties agree to proceed to that point. Once consensus is reached on purchase price and related terms and conditions following review and discussion on the Term Sheet, a Purchase Option Agreement would be prepared by our solicitors for your review. You will have the opportunity to have your solicitor review the Purchase Option Agreement and this cost will be borne by Mangoola. Once signed the Purchase Option Agreement would be legally binding on both parties for the agreed Purchase Option Term.

What is the process from here?

Mangoola will not do anything further in relation to the Option Agreement until you contact Mangoola to confirm your interest in continuing discussions.

We are prepared to leave our Purchase Option Agreement offer open for a reasonable period of time. We propose a period of 3 months from the date of this letter (2 August 2019) for you to confirm your interest in progressing.

If you choose to progress we require your approval to obtain a property valuation. Upon receiving this we would arrange for a valuer appointed by Mangoola to contact you to arrange the valuation. We would also encourage you to make arrangements for your own valuation to be prepared at that time. We require a fee estimate from your valuer for approval by Mangoola prior to commencing.

After we have received our valuation report and prepared the draft Term Sheet described above, we would then be in touch with you to arrange a further meeting to present the valuation report and draft Term Sheet for your consideration. As stated above, Mangoola would afford you the opportunity to obtain your own legal advice on the draft Term Sheet and cover your reasonable costs in this regard.

Our offer to cover your reasonable legal fees and other related expenses (e.g. accounting) will extend to include all dealings relating to the Purchase Option Agreement should negotiations proceed to that point.

We thank you for the opportunity to provide you with this further information and please do not hesitate to contact me on [REDACTED] should you wish to discuss any aspect of the proposed Purchase Option Agreement further.

I encourage you to contact Jason Martin if you have any questions relating to the Project in general.

Yours sincerely



Nigel Charnock
Manager- Land & Property
Coal Assets Australia, Glencore