

## Felton coal-to-liquids project, ambreCTL

### Community Liaison Group Terms of Reference 2010

#### 1. Introduction to ambreCTL

Ambre Energy is a mining and technology company developing projects to convert low-value coals into high-value products such as char, fuels, chemicals and electricity. Ambre Energy is proposing to build and operate Australia's first coal-to-liquids project on a site of around 2,000 hectares at Felton, 30km south west of Toowoomba and 10km south east of Pittsworth in Queensland. The following terms of reference cover the establishment of the Community Liaison Group for the Environmental Impact Statement phase of this project.

Ambre Energy is proposing to construct a fuel production facility delivering 940 million litres per year (ML/yr) of high quality unleaded petrol and 150 ML/yr of LPG. The project, called ambreCTL, has the potential to increase fuel security for Queensland by reducing reliance on petroleum products imported from overseas or refined from imported crude oil, and could produce more than 20% of the state's unleaded petrol by 2014.

An adjoining open-cut coal mine will be needed to supply four million tonnes per annum of feed coal to the facility.

This project replaces the Felton Clean Coal Demonstration Project, which involved investing in new technology to produce the liquid fuel, dimethyl ether.

Ambre Energy is finalising draft Terms of Reference for state government consideration. Currently, final Terms of Reference are expected by September 2010, with EIS preparation continuing until early-mid 2011. Pending final approvals, a two-year construction program could start in late 2011.

Further information and updated timeframes will be available from: [www.ambreenergy.com](http://www.ambreenergy.com)

#### 2. The Environmental Impact Statement and purpose of the Community Liaison Group (CLG)

In order to obtain government approval to advance the new project, ambreCTL, Ambre Energy will prepare an Environmental Impact Statement (EIS) during 2010 and into 2011, which will be conducted and managed in accordance with relevant Queensland and Commonwealth legislation. To complete the EIS, Ambre Energy must identify and assess the potential environmental, cultural, social and economic impacts of the project and develop measures to avoid, minimise or offset them.

Draft Terms of Reference (DTOR) for ambreCTL are expected to be available in September. The DTOR will provide affected communities and stakeholders with an opportunity to review and comment on the issues to be investigated as part of the EIS process. These community and stakeholder responses will contribute to the development of the Final Terms of Reference later in the year.

Ambre Energy will undertake consultation with relevant interested parties. A key aspect of this process is discussions with landholders and community members directly affected by the project to identify any areas of concern. This process will continue and includes identification of all stakeholders, discussion with local, state and federal government representatives, communication plans and consultation and negotiation on measures required to address compliance and community concerns.

Ambre Energy will establish a Community Liaison Group (CLG) in 2010 as part of this consultation program across the EIS phase. The CLG will provide a forum for discussion and exchange of views and information of relevance to the project.

The CLG will operate as part of an open and structured community consultation process. Information will be exchanged that will directly contribute to the EIS and aid Ambre Energy's understanding of the community and the potential impact of the project.

Specifically, the CLG's role is to:

- allow the provision of project information and updates to members
- act as a conduit to interest groups and the local community by communicating information about the project's status and outcomes from the CLG
- present issues and opportunities to Ambre Energy and the EIS team
- provide feedback to Ambre Energy about potential mitigation strategies
- receive feedback on how Ambre Energy intends to address issues, mitigate adverse impacts of the project and realise project benefits
- suggest items or issues to be considered through the EIS technical studies
- gather feedback from interest groups and the local community relating to the draft EIS material.

The CLG is not a decision-making body and, as such, consensus will not be sought or required. Key issues, action items and points of discussion will be recorded in the minutes and considered by Ambre Energy and its consultants.

### **3. Membership and appointment**

Ambre Energy proposes that membership will include landholders and relevant local interest groups, including business, environmental, community and local government representatives, as well as other special interest groups as required. Members will be appointed by Ambre Energy to ensure a representative cross-section and participation will be sought by direct invitation, as well as a request for expressions of interest via a public notice advertisement.

Members may send a proxy if unable to attend a meeting, but any proxies must be nominated by the CLG member at the first meeting and must reside within the local area. The proxy will be subject to the same criteria as CLG members i.e. they will be asked to agree to the CLG terms of reference and sign the Membership Acceptance Deed (section 12) before, or at, the first meeting. Signature of the Membership Acceptance Deed is a condition of appointment to the CLG.

It is the responsibility of the CLG member to brief the proxy and pass on all materials to that proxy. The CLG member must advise the facilitator of a proxy's attendance.

At the invitation of Ambre Energy, representatives from state and federal government agencies may attend as observers, or to provide specific information and input into discussions. Other relevant agencies can also attend as observers. Ambre Energy staff and members of the EIS project team may also attend meetings as required.

No members of the CLG will be remunerated by Ambre Energy for their participation, nor will expenses be payable by Ambre Energy.

Ambre Energy has engaged JTA Australia, a specialist community consultation company, to provide independent facilitation and secretariat services. This is to ensure the CLG meetings are conducted impartially with all parties having equal rights and opportunities for participation, as well as the preparation of independent meeting records.

#### **4. Responsibilities of Ambre Energy**

Ambre Energy is required to:

- organise meeting venues, equipment, presentations and other audio-visual aids
- provide project staff to attend meetings as required and ensure officers attending meetings are able to provide information about the progress of the EIS, its component studies and specific agenda items
- ensure that CLG members are provided with adequate information (in plain English) to assist them to contribute to CLG discussions
- follow-up relevant action items in an appropriate timeframe
- maintain the privacy of members, including the appropriate use of personal information (however CLG members names will be included on minutes unless requested otherwise)
- advise the CLG how information and feedback has been used to inform and support the EIS process
- appoint an independent facilitator and secretariat to manage the CLG.

#### **5. Responsibilities of the CLG facilitator**

The facilitator is to:

- manage and facilitate CLG meetings in a fair and independent way
- work with the CLG members and project team to set meeting agendas
- circulate the CLG meeting agenda at least one week prior to each meeting
- ensure appropriate specialists are present to provide information and answer questions
- monitor progress of action items to ensure they are completed within appropriate timeframes
- review membership as required (e.g. in the case of vacancies) to ensure continued representation of key stakeholders and interests
- review and approve the minutes and circulate to members
- identify any items of a confidential nature and ensure CLG members understand how such information may, or may not, be used.

#### **6. Responsibilities of CLG members**

CLG members are expected to:

- commit to and abide by the terms of reference
- regularly attend and participate in meetings
- suggest agenda items for discussion at meetings
- properly represent their communities, organisations or interest groups and bring forward issues, concerns and ideas raised by their members
- provide a conduit between Ambre Energy and the community by disseminating information from the CLG and bringing community feedback to meetings
- advise the facilitator in advance if they are not attending a meeting, or are sending a proxy in their place

- advise the facilitator if they wish to withdraw from the CLG or transfer membership to another representative
- respect the views of other members and participate in discussions in an open and respectful manner
- respect other members' rights to express a differing opinion to their own
- abide by the decisions and directions of the facilitator
- advise the facilitator of any potential conflict of interest relating to matters for discussion or consideration.

## **7. CLG meetings**

CLG meetings will generally be held at EIS milestones or as required. The meetings will generally be held every two to three months but, as the project progresses, meetings may be held more or less frequently depending on the project phase and EIS progress.

The times of the CLG meetings will be discussed and agreed at the first meeting. The first meeting will be held around lunchtime to see whether this is convenient. Meetings will generally run for two hours.

Meetings will be held at a venue that is accessible and convenient for members, and this will be discussed with CLG members.

## **8. Media limitations**

CLG members may not make comments to the media on behalf of the CLG, or as a member of the CLG, without the express consent of the facilitator or Ambre Energy. Meetings will not be open to media or other external observers.

## **9. Confidentiality requirements**

It is anticipated that most information discussed or provided to the CLG will be public in nature. However, from time to time the CLG might be provided with confidential information which may include preliminary proposals or concepts that have not been approved or endorsed by Ambre Energy or the state government. Additionally, there may be times when commercial-in-confidence material is being discussed. Confidentiality is sought so that all participants can discuss matters in a full and direct manner. Where items are of a confidential nature, the facilitator will clearly note the item as such and in those instances members will not be able to take notes, copy information provided or discuss the matter externally.

The names of CLG members and their representative groups will be publicly available through the Ambre Energy website.

## **10. Administration and meeting procedures**

Minutes and action items will be recorded at each meeting. These minutes will be circulated to all CLG members and the project team. The minutes will also be posted on the project website when confirmed. CLG membership and meeting attendance will be included in meeting minutes.

## **11. Contact points**

### ***Community Liaison Group***

Greg Bourke (facilitator)  
JTA Australia  
Ph: 07 3268 6665  
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or

Anita Parmar (secretariat)  
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### ***The project***

For further information about the project:

- email [info@ambreCTL.com](mailto:info@ambreCTL.com)
- contact the ambreCTL project information line on 1800 262 285 (1800 AMB CTL)
- visit the project's website [www.ambreenergy.com](http://www.ambreenergy.com)

**12. Membership Acceptance Deed**

I have read, understood and accept the CLG terms of reference as outlined in this document. Ambre Energy may change these terms of reference from time to time. Ambre Energy will notify you of those changes by:

- i. giving you notice in writing
- ii. placing a notice on its website.

The changes will take effect on the date specified by Ambre Energy, or if no date is specified, on the date you receive notice of that change.

As a member of the CLG, I agree to abide by:

- i. "Responsibilities of CLG Members" as per section 4 of this document
- ii. "Media Limitations" as per section 8
- iii. "Confidentiality requirements" as per section 9.

I understand that if I do not comply with the conditions of membership, my position as a CLG member will be reviewed and may be terminated.

I understand that this is a voluntary position and that I will not be remunerated by Ambre Energy for my participation, nor will expenses be payable by Ambre Energy.

**Accepted as a Deed**

***Signed and agreed***

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Member name

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Witness (Facilitator)

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Member signature

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Witness signature

Date.....

Date.....