Sugarcane Bioenergy Inquiry 2025

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27 October 2025

Attention: Mr Stephen Bennett MP
Chair
Primary Industries and Resources Committee
Parliament House
Cnr George and Alice Streets
BRISBANE QLD 4000

By email: PIRC@parliament.qld.gov.au

Dear Mr Bennett

Inquiry into sugarcane bioenergy opportunities in Queensland

Our organisation (**KCGO**) represents sugar cane growers in the Burdekin who supply cane to Wilmar Sugar and is also a bargaining representative pursuant to section 33(3) of the *Sugar Industry Act 1999* (Qld).

Introduction

In this submission, KCGO is focused on representing growers' interests. The landscape in the Queensland sugar industry is defined by geography, in that growers supply one milling company in each region. There has been no competition for the growers' cane. By its perishable nature and large volume it is not commercially possible to sell cane to a processor or miller in another region. Should the sugar industry diversify into biofuels, we envisage **three scenarios** –

Scenario 1 - The exiting miller will invest in second generation production of biofuel/bioenergy by utilising sugarcane waste products (bagasse and molasses) and continue production of crystal sugar; or

Scenario 2 - The existing miller will invest in first generation production of biofuel/bioenergy by utilising sugarcane (and bagasse) and cease the production of crystal sugar; or

Scenario 3 - A new miller (and a greenfield site not existing cane land) invests in the sugar industry producing only biofuel/bioenergy.

There is likely to be only the three scenarios referred to above. Expansion will be stymied by the cost of capital and limited feedstock. An existing milling region, such as the Burdekin, despite growing an average size crop of 8.2 million tonnes of cane, is unlikely to attract a new mill for there to be competition for the growers' sugarcane, as there would be insufficient feedstock (cane) for 5, instead of 4, mills to be commercially viable. There would need to be a substantial increase in the area under cane in each region for this to be a viable commercial reality.

Over the last 25 years, KCGO has listened to representations by many entities, proffering an additional use of sugarcane, none of which have been commercialised in the Burdekin. To identify only a few:

- Bailing tops and trash (cutting green) for use as feedstock for animals;
- A grower or group of growers building a cogeneration plant on their farm (to process 100,000 tonnes of cane), selling the electricity and sugarcane juice;
- For production of bioplastics;
- To produce furfural;
- To produce biochar;
- An ethanol mill;
- Utilising tops and trash (cutting green) to produce pellets or methane for energy.

The examples listed above highlights the difficulty in transforming an idea into a commercial enterprise, as is evident by the fact that none of the above concepts have come into fruition.

Innovative ideas for an alternate use of sugarcane have not been the issue; the difficulty has been translating the concept into a commercially viable option, considering:

1. Does the concept require farming practice changes, and if so, what are the pros and cons, including risk, practicality, reward and cost to the grower?;

2. Does the concept require massive investment of capital and feedstock, and how to acquire both capital and feedstock?;

3. Is the concept commercially viable across the whole of the supply chain, from the grower/supplier of the feedstock, through to the processor and ultimately the final end customer?

Queensland and Commonwealth Governments have, over several decades, investigated, and invested in, the possibility of expanding the domestic production of biofuels from multiple feedstock including sugarcane. For example:

- Desktop study by CSIRO, ABARE and the Bureau of Transport and Regional Economics into the appropriateness of a 350 million litre biofuels target;
- Queensland Ethanol Industry Action Plan 2005-2007;
- Report of the Biofuels Taskforce to the Prime Minister – August 2005;
- The Senate Standing Committee on Rural and Regional Affairs and Transport Inquiry into Australia's future oil supply and alternative transport fuels – Final Report February 2007;
- Renewable Energy Venture Capital Fund Program for new investments (January 2012 – December 2019) - $100 million to support the development of renewable energy and enabling technologies;
- Australian Renewable Energy Agency (ARENA) – 1 July 2012, $3.2 billion in Commonwealth Government support for renewable energy technology innovation.

However, despite significant government initiatives and funding going back decades, to date, sugarcane growers' predominant revenue stream from the sale of cane to a miller remains derived only from the value of crystal sugar.

This submission is written from the growers' perspective, highlighting roadblocks to growers' achieving a revenue stream in addition to the production of crystal sugar from sugarcane, namely from biofuels/bioenergy.

Terms of Reference:

Benefits for growers in diversification opportunities

A written supply contract for the sale of cane to a mill is a statutory requirement pursuant to section 30 of the *Sugar Industry Act 1999* (Qld) **(SI Act)**. The Queensland and Commonwealth Governments have recognised the imbalance in bargaining power between sugarcane growers and miller processors over reaching commercial terms in the supply contract [1]. The unfortunate fact is that the imbalance in bargaining power will not change merely because the miller is producing biofuels.

The existing revenue streams for growers from the sale of sugarcane to a mill:

Product or By-product	Growers' Revenue Stream	Payment based upon
Crystal sugar	GEI sugar	Pursuant to the traditional cane payment formula per tonne of cane: = 0.009 x Sugar Value x (CCS – 4) + constant Grower Economic Interest **(GEI)** sugar: = 0.009 x (CCS – 4) x tonnes of cane The grower's nominated marketer's activities determines the value of the GEI sugar – the grower receives a <u>net</u> sugar price; that is, all revenue from the sale of the GEI sugar <u>less</u> all marketing and storage costs and wears all of the risk in determining the value of the grower's GEI sugar.
Molasses	Molasses Sharing Allowance	A complex formula whereby a grower receives a nominal share of the net value (after deducting all of the millers' costs) from the sale of molasses. Actual grower payment – A grower supplying 7,500 tonnes of cane received a molasses sharing allowance of $5,325.00 or $0.71 cents/tonne of sugarcane in 2024.
Bagasse	Nil	Growers in the Burdekin do not receive any revenue from cogeneration.

Since deregulation of the sugar industry in or around 2005, growers' position in the Burdekin undoubtedly is that they have not been able to negotiate better commercial terms to improve their revenue from the sale of cane to a mill. The growers' reward remains (predominantly) only that generated from the sale of the growers' GEI sugar.

If or when scenarios 1 (Wilmar Sugar, similar to other millers, currently earns revenue from cogeneration), 2 or 3 (refer above) occurs, growers will struggle to negotiate a supply contract that includes a fair share of revenue generated from biofuels or bioenergy. This comment is objectively made given the following rhetoric made or published by the Australian Sugar Manufacturers **(ASM)** (formerly the Australian Sugar Milling Council):

Document/Source	ASM comment
Target 34 A Pathway to Sustainable Cane Supply [2]	**Extract:** Objective to guide the development of the vision: "3. Increase revenues from complementary, diversified, value-added streams". [3] "To assist with improving farm profitability this paper supports: ….. 4. Replace the pre-contract arbitration and remove the Grower Choice clauses in the *Sugar Industry (Real Choice in Marketing) Amendment Act 2015* and the *Competition and Consumer (Industry Code – Sugar) Regulations 2017* (C'wth) (such that pre-contract arbitration does not allow millers post-investment revenue to be expropriated via an arbiter's decision on cane supply agreements and to remove the rigidity of Grower choice to allow more flexibility in pricing cane in cane juice is used for other non-sugar manufacturing purposes)."[4]

Australian Sugar Milling Council Queensland raw sugar cost of production report [5]	**Extract:** Chart 3 – Raw Sugar Production Costs by Mill (Cost Savings From Full Mill Utilisation And By-Product Revenues Deducted as a Cost Offset Shown)…. • "Chart 3 shows that by-product revenues AND achieving full mill utilisation are very important for the industry as they significantly lower costs and improve viability."[6] "For revenue diversification in bio-energy, a comprehensive suite of policy and program incentives to encourage investment, including: • Government assistance for ASMC members to undertake detailed pre-feasibility and feasibility assessments – especially for more co-generation and for Sustainable Aviation Fuel (SAF) and low interest government capital and/or government capital grants to fund new co-generation, bio-fuel and bio-methane projects if viable; • Carbon credits through development of new Australian carbon Credits Units (ACCU) methodologies – especially for bio-methane produced from trash and bagasse; • A streamlining of the processes undertaken by the Australian Energy Market Operator (AEMO) and Energy Queensland when assessing generator performance standards (GPS);…..[7] "While investment will require these types of incentives, the pre-contract arbitration provisions in the *Federal Sugar Industry Code of Conduct (2017)* and similar provisions in the *Queensland Sugar Industry Act* **remain a barrier to diversification investment by sugar mills given the risk that future returns can be expropriated after an investment decision has been made thereby undermining the integrity of the original investment decision.** ASMC looks to government and industry more broadly, for support to transition from these provisions to promote the viability of the industry. Under all sugar price scenarios, and at 2020 milling and cane growing cost structures and levels of cane and sugar production, there is not a disparity in the returns of the two sectors in favour of milling. The analysis shows that the cane growing sector generates higher RoAs than the milling sector at all price levels….."[8]
Milling Sector Bio-Energy Agenda [9]	**Extract:** **ASMCs Bio-Energy Agenda - options** * More co-generation – yes, commercial prospect * More bio-fuels – yes, commercial prospect * Bagasse Pelletisation (for export) – not in the foreseeable future * Bio-methane – yes, commercial prospect * Green or Turquoise Hydrogen – not in the foreseeable future • "In addition, for new investments to take place, milling companies and other investors will require a regulatory and policy environment that ensures that future returns, after an investment decision has been made, cannot be expropriated through pre-contract arbitration proceedings. Due to the uncertainty that currently exists from pre-contract arbitration provisions in the *Federal Sugar Industry Code of Conduct (2017)* and similar provisions in the *Queensland Sugar Industry*

	Act exist, investment by sugar milling companies are likely to remain on hold until these provisions are reformed."[10] **Summary of Findings** **More Co-Gen** "9. A strengthening of the financial position of canegrowers due to the improved financial position of the milling sector and the potential co-investment of growers in new cogeneration assets thereby providing access to additional revenue streams."[11] [***Comment:*** *this has been quoted as it is only one of two references to the possibility of co-investment by growers in new cogeneration assets or possible increase in revenue for growers that KCGO has been able to find in documents published by the ASM].*
Australian Sugar Milling Council 2024/25 Federal Budget Submission [12]	**Extract:** **"Supporting Federal Policy & funding measure #3:** **Repeal of the Federal Sugar Code of Conduct, or at a minimum honour a public commitment in 2018 by the previous government to limit Pre-Contract Arbitration provisions in the Code to matters relating to raw sugar.** The Sugar Code of Conduct, with its pre-contract arbitration provision, represents the single greatest risk to existing sugar manufacturing company investments as well as potential future investments. The Code was introduced into regulation in 2017 without consultation or necessity. Both the federal and Queensland Productivity Commissions had previously advised against government intervention in the sugar industry because there was no evidence of market failure. The Code was a politically expedient measure by the previous Federal Government, and opposed in the Parliament by the then Labor Opposition. The Code duplicates Queensland legislation, creating confusion, and adds the complexity of mandatory pre-contract arbitration. These provisions expose sugar manufacturing companies to the potential of expropriation of financial returns from any investment, past or future. This is an ongoing disincentive for any large-scale investment. The Code should be repealed. At a minimum the public commitment in 2018 by the previous Government to limited pre-contract arbitration provisions to matters relating to raw sugar should be honoured by this Government. This would allow new investment decision to be made with certainty."[13]
Australian Sugar Milling Council 2025-26 Pre-Budget Submission Australian Sugar Milling Council	**Extract:** • "*Regulatory barriers:* ....Of particular concern to any long-term investment in the sector are Federal and Queensland sugar industry regulations on marketing choice and pre-contract arbitration. These have created significant risks for any large-scale investment in the sector. These regulations were deemed

31 January 2025 [14]	by the Productivity Commission and the Queensland Productivity Commission as being unnecessary and lacking in any justification, as there was no market failure or abuse of market. The Sugar Code of Conduct (Code) was designated to provide a regulatory framework for contractual relationships between growers, millers, and marketers in Australia's sugar industry, and was intended to govern the relationship for raw sugar, as was communicated by the Federal Government publicly and in representations made directly to the sugar industry."[15]
Interview – ABC radio NQ Rural Report – broadcast 12 September 2025 [16]	**Extract:** Mr Ash Salardini, Chief Executive Officer, Australian Sugar Manufacturers In response to the question by the reporter, how would growers benefit from these projects if there was a biofuels industry, Mr Ash Salardini responded: "It is equal parts crisis/opportunity; it is about not everyone driving a Maserati or a Porche but underpinning this industry so that we can have 20,000 jobs across the supply chain. First thing growers will have a mill that will be around for the long term and it is going to be a much more efficient mill, which means shorter season, which means higher sugar content for the growers and higher payments. That is the principle outcome. The second one is, if we do move into 100% biofuel or product, then we will move away from sugar and we will have to divvy up the revenue from the industry because at the moment prices and contracts are based on a global sugar price."[16]

Comment on ASM documents

Whilst the above is a tedious rendition of the ASM's position, it however provides persuasive, weighty evidence, that whilst millers seek the prospect of revenue from more co-generation, more biofuels and bio-methane, millers do not want their future returns "*expropriated through pre-contract arbitration proceedings*".[17] The meaning extrapolated from these words is that millers are definitely reticent in sharing with growers additional revenue streams from biofuels. Growers will face a mammoth task to negotiate a commercial contract that includes additional revenue realising the full value of a stick of sugarcane.

It is worthwhile to reiterate that Mr Salardini, when interviewed and asked the direct question as to what benefit would there be for growers if the sugar industry evolved into a biofuels industry, responded that growers would get "*a much more efficient mill*".[18] Nothing more.

Further, if mills were to produce only first generation ethanol, and not sugar, "*we will have to divvy up the revenue*".[19] KCGO anticipates, that if this was to occur, the growers would have a very difficult fight to achieve fair and reasonable commercial terms, including a fair share of revenue from biofuels.

The ASM believes that (paraphrasing):

- Growers are more profitable than millers and millers rely upon revenue generated from sugarcane by-products to be viable [20];

- The benefit to growers from sugarcane generating a biofuels industry will be growers having a more reliable mill to crush their cane [21]; and

- The Sugar Industry Code of Conduct and similar provisions in the SI Act is a barrier to diversification investment by mills and at the least, pre-contract arbitration should be limited to raw sugar. [22]

By way of response, the growers' position:

There is only one buyer of the growers' cane in each region, thereby creating an imbalance in bargaining power. This imbalance will not be altered by a biofuels/bioenergy industry given the predicted scenarios 1, 2 and 3 above. Further:

- Growers do not currently receive reward from cogeneration utilising bagasse as the feedstock;

- Growers dispute the ASM's comments that there is a significant disparity in the reward between growers and sugar millers, the innuendo being that growers' revenue, based on the existing cane payment formula, far exceeds costs and growers do not reinvest in capital and infrastructure on their farms. The suggestion is ludicrous. Growers face rising input costs (such as, rates, electricity, water, fertiliser, diesel, replacing farm machinery, infrastructure and equipment, rising harvesting costs, increased cost of agricultural land averaging $35,000 per hectare in the Burdekin) and the volatility of the ICE 11 sugar price challenges the viability of the farm and the standard of living the farm provides the grower's family where the only farm revenue source remains from crystal sugar. Growers talk in terms of costs of production being in the vicinity of $45 to $50 dollars per tonne of cane and covering the costs of production is challenged by the current ICE 11 sugar price of $513 AUD as at 24 October 2025 (which translates to approximately $51 per tonne of cane);

- The Sugar Code of Conduct and similar provisions in the SI Act merely attempt to provide some levelling of the imbalance in bargaining power of a monopoly processor. An important fact is that the arbitration mechanism is only utilised where the parties are unable to reach commercial terms after lengthy negotiations. Arbitration is a costly exercise and growers would not enter into this process unless the prospect of negotiating a resolution of disputed terms was negligible. The role of the commercial arbitrator is to consider the submissions of both parties and resolve disputed terms in a fair, reasonable and commercial manner. The issue is then why are millers so fundamentally opposed to arbitration. It is a reasonable hypothesis that it is because they potentially lose some of their monopoly powers to dictate commercial and payment terms; and

- Arbitration, whether the dispute is resolving contract terms or a breach of contract, is a commonly utilised commercial tool and the ASM's rhetoric is merely scaremongering. The huge disparity in commercial sophistication and resources between growers and sugar millers makes a mockery of the ASM's negative comments on the impact of the Sugar Code of Conduct and similar provisions in the SI Act.

Operation of the SI Act and the Sugar Code of Conduct

It is clear that both the provisions of pre-contract arbitration in the SI Act and the Sugar Code of Conduct are applicable in relation to scenario 1 above (that is a miller that manufactures sugar), however, it is unclear that the legislation is applicable in relation to scenarios 2 and 3 above.

By way of explanation, it centres on the definition of "mill", "sugar" and "supply contract" in both legislation[23]:

- **Mill** is defined as a building or other structure that is equipped for the manufacture of sugar from cane;
- **Sugar** is defined as all raw sugar, crystal sugar, sugar syrups, inverted syrups, liquid sugar and any other form of manufactured sugar other than – final molasses; and

- **Supply contract** is defined as a written contract made between a grower and a mill owner for the supply of cane by the grower to the mill.

Interpreting the legislation, the force and effect is, in relation to ethanol, or other biofuels/bioenergy, where no raw or crystal sugar is produced, the legislation would have no applicability unless in the milling process sugar syrup, inverted sugars or liquid sugar (ie sugar as defined) was produced.

For example, if the mill's processes bypass the intermediary sugar stages and converts cane juice directly to ethanol, the legislation may not be triggered, unless an intermediary product qualifies as "sugar syrup", "inverted syrups" or "liquid sugar".

Conclusion: Potentially, a processor of biofuels/bioenergy only (scenarios 2 and 3) would not be a mill as it does not manufacture sugar. The legislation is applicable only to govern supply contracts and a contract for the sale of sugarcane to a processor of only biofuels/bioenergy may not be a supply contract for the purpose of the legislation.

The 2015 amendments to the SI Act and the Sugar Code of Conduct did not contemplate a fundamental shift away from the production of sugar; the product being produced from sugarcane was not the purpose of the legislation. The legislative framework recognised that:

- there was a geographically created monopoly processor;
- a resultant lack of competition for the sale of growers' cane to a miller; and
- it was necessary to protect the growers' rights to a fair and reasonable share in the revenue from the main value creating product and to have an input in relation to terms of payment. This is particularly necessary, as the growers, in determining their revenue share, are paid only on a net basis after deducting all the marketing, storage and handling costs and price risk.

The landscape that the legislative framework seeks to balance should remain the same if only biofuels were manufactured from sugarcane. That is, the underlying principle of growers deserving a fair and reasonable share of the revenue from the production of a biofuel/bioenergy from a monopoly processor.

It is a feasible hypothesis, given the fact that Wilmar Sugar owns four mills in the Burdekin, that one mill, such as Pioneer Mill, operate 100 percent as a producer of biofuels or ethanol whilst the remaining three mills continue producing crystal sugar. In this scenario, growers, particularly growers supplying more than one mill in the Burdekin (for example, it is a common occurrence that growers supply both Pioneer and Invicta Mills) would have different statutory rights.

The sugar industry is potentially evolving and as there will always be a monopoly processor in each region given the perishable high volume of the feedstock, whether for the production of crystal sugar or biofuels/bioenergy, the legislation should be amended to be applicable to any processor of sugarcane.

Collective Bargaining

Chapter 6 Authorisations for competition legislation (sections 236 and 237) of the SI Act specifically authorises collective bargaining or a collective supply contract between a group of growers and mill owner so as not to offend Part VII division 1 of the *Competition and Consumer Act 2010* (Cth) **(CCA)**.

Similar to the comments made above, in relation to scenarios 2 and 3, growers would not have the statutory dispensation from Chapter 6 of the SI Act to collectively bargain for a supply contract with a miller only producing biofuels. Growers would be dependent on the ACCC granting authorisation pursuant to the CCA. The process can be expensive (application fees typically apply) and time consuming in that the ACCC consults with relevant parties and then produces a draft determination, the process generally takes about six months to finalise [24], and there is no guarantee of the outcome.

Further, the authorisation is usually only granted for five to ten years and then applicants would need to seek re-authorisation [25].

The SI Act should, for the reasons referred to above, be amended so that **all** sugarcane growers have the statutory right to collectively bargain with the mill owner, whether producing sugar or biofuels.

Conclusion

KCGO, as a grower representative organisation, supports investment in new technologies and transformation of the sugar industry that increases the value of a stick of sugarcane. The proviso being, however, that **both** millers **and** growers benefit in the financial rewards from such industry changes. Negotiating a cane supply agreement in 2017 (after Wilmar Sugar terminated the Raw Sugar Supply Agreement with Queensland Sugar Limited and changed the single desk marketing model of the sugar industry) with millers was very acrimonious. We would anticipate a similar experience if negotiating a new cane supply agreement with millers where the product is a biofuel/bioenergy.

KCGO has demonstrated in this submission that a transition to a biofuels/bioenergy industry for sugarcane will likely be a very difficult and rocky path for growers to realise a fair share of revenue generated from biofuels. In this regard there is weighty evidence that millers, whilst seeking to obtain government funding, for example, to improve the efficiencies of boilers to generate more electricity from bagasse [26] and more favourable government policies regarding energy market settings and new carbon credits [27], will not acquiesce to sharing with growers additional revenue from the sale of sugarcane to the miller. There is certainly justification for legislation such as the Sugar Code of Conduct and similar provisions in the SI Act, to equally apply to mills producing biofuels, as it does, to the production of sugar. The legislation merely seeks to ameliorate the imbalance in bargaining power of a monopoly process and growers should have the same statutory rights whether the mill produces sugar or biofuels.

The final comment to this inquiry when considering realistically what additional benefits might be available to growers with diversification opportunities of the sugar industry into biofuels, is to request that the inquiry pay particular attention to whether any millers' submissions have commented favourably on this term of reference (that is, term of reference number 7). If no comment or no favourable comment, then this speaks volumes to the prospect of growers benefiting from biofuels produced from sugarcane without a mammoth argument with millers.

Please contact Ms Julie Artiach (contact details above) should the inquiry seek to discuss further any matters raised in this submission. A copy of the documents referenced in this submission can be produced if so requested.

Yours faithfully
KALAMIA CANE GROWERS ORGANISATION LIMITED

[redacted]

IN-HOUSE SOLICITOR

Endnotes

[1] *Sugar Industry (Real Choice in Marketing) Amendment Act 2015* (Qld) amending the *Sugar Industry Act 1999* (Qld) and *Competition and Consumer (Industry Code – Sugar) Regulations 2017* (Cth) enacting a statutory right to pre-contract arbitration if growers and millers are

unable to reach commercial terms in a supply contract and growers' right to choose a marketer to determine the value of the GEI sugar.

[2] Target 34 A Pathway to sustainable Cane Supply October 2021, document published on the ASM website.

[3] Ibid., p. 4.

[4] Ibid., p. 5.

[5] Queensland raw sugar cost of production report July 2022, document published on the ASM website.

[6] Ibid., p. 10.

[7] Ibid., p. 18.

[8] Ibid., p. 18.

[9] Milling Sector Bio-Energy Agenda June 2022 Report, document published on the ASM website.

[10] Ibid., p. 4.

[11] Ibid., p. 5.

[12] Australian Sugar Milling Council 2024/25 Federal Budget Submission, Australian Parliamentary/Department website.

[13] Ibid., p. 9 – 10.

[14] Australian Sugar Milling Council 2025-26 Pre-Budget Submission Australian Sugar Milling Council 31 January 2025, Australian Parliamentary/Department website.

[15] Ibid., p. 3 – 4.

[16] Interview of Mr Ash Salardini – ABC radio: NQ Rural Report, broadcast 12 September 2025.

[17] Milling Sector Bio-Energy Agenda June 2022 Report, document published on the ASM website, p. 4.

[18] Interview of Mr Ash Salardini – ABC radio: NQ Rural Report, broadcast 12 September 2025.

[19] Ibid.

[20] Queensland raw sugar cost of production report July 2022, document published on the ASM website, page 14; across the 13 mills and between 2018-2020, the average earnings before interest and taxes the milling sector earned negative \$0.97 per tonne of cane and growers earned \$5.15 per tonne of cane.

[21] Interview of Mr Ash Salardini – ABC radio: NQ Rural Report, broadcast 12 September 2025.

[22] Milling Sector Bio-Energy Agenda June 2022 Report, document published on the ASM website, p. 4.

[23] Section 4 dictionary in the Schedule defines particular words used in the SIA and Section 3 Definitions in the Sugar Code of Conduct.

[24] Refer to the ACCC Small business collective bargaining – Notification and authorisation guidelines, December 2022, p.20.

[25] Ibid., p. 21.

[26] Australian Sugar Milling Council 2024/25 Federal Budget Submission, Australian Parliamentary/Department website, p.6.

[27] Queensland raw sugar cost of production report July 2022, document published on the ASM website, p. 18.