15 February 2018

Director, Resources Policy
NSW Department of Planning and Environment
GPO Box 39
Sydney NSW 2001

Electronically: online submission form

Proposed Mining SEPP amendments: Air and noise impacts
Proposed Voluntary Land Acquisition and Mitigation Policy (VLAMP) amendments

Dear Madam or Sir,

Introduction

Cotton Australia is the key representative body for Australia's cotton growing industry, supporting about 1,200 cotton farming families in NSW, Queensland and now into Victoria. These 152 Australian regional communities produce around 2.7 million bales from across the 263,339 hectares of growing area. In 2015/16 the Australian cotton crop was worth $1.3 billion and employed on average 10,000 people.

We welcome the opportunity to comment on the proposed amendments *Voluntary Land Acquisition and Mitigation Policy* (VLAMP), noting that revisions to this policy will also necessitate updated Clause 12A of the *Mining SEPP* to reference the new version of the document.

General observations:

Cotton Australia considers that the protection and sustainability of land and water resources and enhancement and maintenance of landholder land access rights is of utmost importance. It is noted that any applicable provisions of the VLAMP must be considered by the consent authority before determining an application for consent for State significant development for the purposes of mining, petroleum production or extractive industry development.

However it is disappointing that the update does not strengthen the safeguards for the landholder and in turn the community who will continue have a presence in the locality long after the project has ceased.

It is Cotton Australia's view that the proposed project's assessment should also consider its contribution to the accumulative changes that successive development projects within a region will bring. For instance the combined impact of existing extractive industries plus the proposal under consideration regarding the quality of the local air shed, the consequences for the locality's overall noise levels, etc.

Cotton Australia also wishes to make the following observations regarding specific document sections.

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Dust Impacts on the community

We recommend expanding the examples of amenity impacts that dust can cause by way of its pervasive nature. For instance including in the following text [*in italics*]

> Concerns about amenity often relate to visible dust ….Amenity impacts include dust depositing on fabrics (eg washing) or [*lawns, crops, playing areas*] or house roofs, and the transport of dust from roofs to water tanks during rain.

Negotiated agreements

Cotton Australia acknowledges that negotiated agreements are private contracts between applicants and the landholder. Nevertheless in order to protect the land and water rights that our growers currently have negotiated agreements must be fair, equitable and provide compensation in recognition of the impact of the proposed development.

It is Cotton Australia's view that the applicant should bear all reasonable costs associated with entering the agreement. We note the proposed amendment to the text describing what constitutes 'all reasonable costs' so that it now specifically states "(including the cost of legal advice)".

The negotiation process takes time and diverts resources away from the landholders business. Cotton Australia would therefore encourage members to be reimbursed for their time and to provide an estimate of the value of their time as part of these negotiations.

We do have however concerns regarding the examples of "elements that might be reasonably expected to be considered for inclusion in the agreement". The draft document currently includes the suggested clause of "landowners may be reasonably requested 'not to object' to the project proceeding". This is contrary to Cotton Australia's view and should be deleted.

As stated in the *Agreed Principles of Lands Access* agreed on 24 March 2014 between Santos, AGL, Cotton Australia, NSW Farmers' Association and NSW Irrigation:

> "Any Landholder must be allowed to freely express their view on the type of Operations that should or should not take place on their land without criticism, pressure, harassment or intimidation. A Landholder is at liberty to say "yes" or " no" to the conduct of Operations on their land."

Voluntary land acquisition process

Inclusion of the standard development consent conditions that outline the process for the valuation of the land that is to be acquired and associated dispute resolution processes, is welcomed. It is noted that this section of the policy now states the principles to be applied during the valuation process as per the *Land Acquisition (Just Terms Compensation) Act 1991.*

From the initial communication by the proponent to the negotiations and valuation itself, all are stressful steps for the landholder who will have strongly held intrinsic value about their land. The inclusion of specified timeframe for the steps will reinforce to the proponent that the process needs to have direction and an end point. For the landholder it may give them some certainty to what otherwise seems a vague and drawn out process thereby helping to limit their potential distress.

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Conclusion

As final comment Cotton Australia would be supportive of the Department of Planning and Environment's suggestion of developing further standalone guidance on negotiated agreements. This would acknowledge that a 'one sizes fit all' approach is not possible across landholding or regions. Rather it will more likely be the case that business activities will be vastly different, for example, when comparing cropping versus livestock operations. For that reason the proponent needs to develop a more nuanced understanding of landholder farm business operations in order to foster a constructive working relationship.

For more information, submission please do not hesitate to contact me on 02 9669 5222 or jenniferb@cotton.org.au.

Yours sincerely,

Jennifer Brown
Policy Officer
Cotton Australia

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